CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 16, 2022
5:00 P.M.

A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JOSH STEVENSON

A. 3. INVOCATION BY COUNCIL MEMBER JOSH STEVENSON

A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE REGULAR CITY COUNCIL MEETING OF MAY 2, 2022.

Citizen Comments

B. 1. CITIZEN COMMENTS
During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C. 1. CONSENT AGENDA
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

C. 2. CONSENT AGENDA
Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to staff review letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Public Hearing

D. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6478
Extending the Corporate Limits of the Said City so as to Annex an Area of Land Consisting of Approximately 118.87 acres Generally Located South of FM 1417 and Between the Burlington Northern Santa Fe Railroad and Luella Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowners; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6479**

Amending Ordinance No. 6395 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to a Specific Use Permit to Allow an Educational Facility/Preschool in a C-1 (Retail Business) District at 106B North Sunset Boulevard, being Lot 3, Block 1, Second Replat Part of Block 2, Westwood Village, (Owner's Manual for Life, MasterKey Education Facility, Owner; and Jarrod Parman, Bluestone Partners, LLC, Representative); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6480**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Communication Tower in the Blalock Industrial Park at 2600 West Travis Street, being 10 acres in the Elizabeth Jones Survey, Abstract No. 625 (City of Sherman, Owner; Christopher Pickering, Representative; Forrest Unterbrink, Enertech, Graduate Engineer; Nathan Ross, Valmont Structures, Professional Engineer; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6481**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.123 acres in the John Chronister Survey, Abstract No. 248 (Jamestown Square, LLC, Owner; Cope Equities, Developer; Kimley-Horn and Associates, Engineer/Surveyor; DBA Architects, Architects; Caleb Jones, Representative; and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6482**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.392 acres in the John Chronister Survey, Abstract No. 248 (Jamestown Square, LLC, Owner; Cope Equities, Developer; Kimley-Horn and Associates, Engineer/Surveyor; DBA Architects, Architects; Caleb Jones, Representative; and Underwood Drafting and Surveying, Surveyors; Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6483**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Meeting Hall (Event Center) in a C-2 (General Commercial) District at 5116 Texoma Parkway, being 0.722 acres and being part of D.C. Shelp Survey, Abstract No.1097 (Ruben Alvarez, Zula Investments, LLC, Owner; Kent Hughlett , Representative/Architect; and Underwood Drafting & Surveying, Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6484**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow an Automobile Repair Shop in a C-2 (General Commercial) District at 3908 Texoma Parkway, being 0.648 acres and 1.279 acres in the Samuel McGlothlin Survey, Abstract No. 811 and the Hillard Jennings Survey, Abstract No. 639 (MLJ Real Estate, LP, Owner; Shane Marquez, XFactor Cars, Tenant; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6485**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329 (HMI-Sherman 2 LLC, Owner; Kimley-Horn and Associates, Inc., Engineer; and Walker, Warren, and Jordan Surveying and Mapping, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6486**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow 441 Patio Homes in an R-1 (One-Family Residential) District in the 200-600 Blocks Luella Road, being 96.173 Acres in the Sharrod Dunman Survey, Abstract Number 329 (HMI-Sherman 2 LLC, Owner; Kimley-Horn and Associates, Inc., Engineer; and Walker, Warren, and Jordan Surveying and Mapping, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6487**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 200 Block West Park Avenue, being Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 31 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40, and 41 of South Side Addition (Barton Capital LTD, Owner; Jacob Craft, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Close Public Hearing and Consider Adoption of Ordinances

D. 11. **ADOPTION OF ORDINANCES**

Consider Adoption of Ordinance Numbers 6478, 6479, 6480, 6481, 6482, 6483, 6484, 6485, 6486 & 6487.

Resolutions

E. 1. **RESOLUTION NO. 6888**

Authorizing Execution of The Commercial Master Development Agreement Between the City of Sherman and Sparks Shepard Ventures, LLC., for the Construction of Public Facilities in the Commercial Portion of the Mixed-Use Planned Development Known as Shepherd's Place, Being an Approximate 140.550-Acres located on the Southwest Corner of Shepherd Drive and U.S. Highway 75 in the City of Sherman, Texas

E. 2. **RESOLUTION NO. 6889**

Authorizing Execution of a Residential Master Development Agreement Between the City of Sherman and Spark Shepard Ventures, LLC, for the Construction of Public Facilities in the Residential Portion of the Mixed-Use Planned Development Known as Shepherd's Place, Being an Approximate 391.322-Acre Residential Development South of West Shepherd Drive in the City of Sherman, Texas

E. 3. **RESOLUTION NO. 6890**

For the Commitment and Endorsement of Texoma Area Paratransit System, Inc. (TAPS) New Administrative/Operations Facility and Future Transit Terminal

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

E. 4. **** RESOLUTION NO. 6891***

Awarding a Bid to and Authorizing Execution of a Contract with Hayes Construction, LLC, Based on an Invitation to Bid for the 15" Sewer Main Along East Service Road Hwy.75

E. 5. **** RESOLUTION NO. 6892***

Authorizing the Purchase of Additional Consoles and Reconfiguration of Existing Consoles for the Sherman Police Department Dispatch From XyBix through Houston Galveston Area Council

E. 6. **** RESOLUTION NO. 6893***

Authorizing the Purchase of Remote PSAP Hardware Refresh for the New Sherman Police Department Headquarters From AT&T through the Houston-Galveston Area Council.

E. 7. **** RESOLUTION NO. 6894***

Authorizing Execution of an Encroachment Agreement with James L. Mathis, II for the Encroachment of an Existing Pole Sign within the Proposed Platted 15 foot Utility Easement along the east property line of Mathis Addition, approved by City Council on May 16, 2022, to be filed in the Plat Records, Grayson County, Texas, locally known as 5920 Texoma Parkway in the City of Sherman, Texas

E. 8. **** RESOLUTION NO. 6895***

Authorizing the Purchase of a New 2023 Chevrolet 5500 Crew Cab with Dump Bed from Lake Country Chevrolet for use by the Westhill Cemetery Crew through TIPS.

E. 9. **** RESOLUTION NO. 6896***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1010 East Epstein Street within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 10. **** RESOLUTION NO. 6897***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1014 East Epstein Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Other Business

F. 1. **OTHER BUSINESS**

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 150.434 acres of land located South of W Lamberth Road, West of Carriage Estates Road and North of Sand Creek, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

F. 2. ***** OTHER BUSINESS***

Final Plat approval for Schneider Farm Subdivision, being 23.071 Acres in the Jeremiah McDaniel Survey, Abstract No. 774, and the R. M Williamson Survey, Abstract No. 1300 in the City of Sherman's Extraterritorial Jurisdiction (ETJ); Chapman Tillett Construction, LLC, Owner and William Davis Finney, Data Land Services, Surveyor (100-500 blocks of Schneider Road in ETJ)

F. 3. ***** OTHER BUSINESS***

Final Plat approval of Mathis Addition, being 0.559 acres in the James B. Shannon Survey, Abstract No. 1085; James Mathis, Owners and Helvey-Wagner Surveying, Inc., Surveyor (5920 Texoma Parkway)

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

F. 4. ***** OTHER BUSINESS***

Final Plat approval of Pebblebrook, Phase 4, being 37.441 acres in the Elizabeth Jones Survey, Abstract No. 625; Carbet Properties LLC, Owner; Jacob Tudor, Representative; McManus & Johnson Consulting Engineers, LLC, Engineer and Underwood Drafting and Surveying, Surveyor (2000-2300 blocks of West Moore Street)

F. 5. ***** OTHER BUSINESS***

Final Plat approval of Garcia Gribble Addition, being 0.209 acres in the G.B. Pilant Survey, Abstract No. 963; Heriberto Garcia, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (501 South Gribble Street)

F. 6. ***** OTHER BUSINESS***

Final Plat approval of Travis Street Dollar General Addition, being 1.352 acres in the Preston Kitchen Survey, Abstract No. 667; HP Investments, Owner; John Flippo, Representative; and Chaney Engineering, Inc., Surveyor (2112 South Travis Street)

F. 7. ***** OTHER BUSINESS***

Final plat approval for Garson Retreat, being 8.418 acres in the Daniel C. Shelp Survey, Abstract No. 1097; Scott Weismann III, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (6350 Theresa Drive)

F. 8. ***** OTHER BUSINESS***

Final Plat approval for Bel Air Village Multifamily Phase 1, being 4.936 acres in the Sharrod Dunman Survey, Abstract No. 329; Ronny Guerrero, Bel Air Village SFR, LLC, Owner and Michael Carlisle, Kimley-Horn, Surveyor (300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

Consider Board/Commission Appointments

G. 1. **APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS**

(a) Parks and Recreation Advisory Board (2)

H. **COUNCIL COMMENTS**

Executive Session

I. 1. **EXECUTIVE SESSION**

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

Tex. Gov't Code § 551.071	Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. (a) Receive Legal Advice Regarding *Fuhr v. City of Sherman,* Case No. 4:21-cv-000549-SDJ, in the U.S. District Court for the Eastern District of Texas (b) Receive Legal Advice Regarding Threat of Litigation Involving alleged Civil Rights Claims

Tex. Gov't Code § 551.072	Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.073	Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.
Tex. Gov't Code § 551.074	Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. (a) Planning and Zoning Commission (2)
Tex. Gov't Code § 551.076	Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.
Tex. Gov't Code § 551.087	Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. (a) Sherman Hospital Project (b) Project Boston
Tex. Gov't Code § 551.089	Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

J. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

K. ADJOURNMENT

COUNCIL CALENDAR

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on May 13, 2022 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 13th day of May, 2022.
City of Sherman, Texas

_____
City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
David Plyler	Pamela L. Howeth	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Shawn C. Teamann, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **A. 4.**

Meeting Date: 05/16/2022

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE REGULAR CITY COUNCIL MEETING OF MAY 2, 2022.

Attachments

May 2, 2022

STATE OF TEXAS §

May 2, 2022

COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on May 2, 2022.

MEMBERS PRESENT: **MAYOR DAVID PLYLER.**
COUNCIL MEMBERS DOBBS, MARROQUIN, STEVENSON, TEAMANN.

MEMBERS ABSENT: **DEPUTY MAYOR PAM HOWETH.**
COUNCIL MEMBER HOLLAND.

CALL TO ORDER — **CALL TO ORDER**

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were led by Council Member Shawn Teamann.

APPROVE MINUTES — **APPROVE MINUTES**

The Council reviewed the Minutes of the Regular City Council Meeting of April 18, 2022. Council Member Stevenson moved to approve the Minutes, as presented; Second by Council Member Teamann; All present voted AYE.
MOTION CARRIED.

CITIZEN'S COMMENTS — **CITIZENS COMMENTS**

There were no citizen's comments.

CONSENT AGENDA — **CONSENT AGENDA**

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately.

The Council reviewed the Consent Agenda. Council Member Stevenson moved to approve the Consent Agenda, as presented. Second by Council Member Dobbs. All present voted AYE.

Mayor Plyler introduced Ordinance No. 6476 and called for a public hearing: — **ORD 6476 TIRZ #8**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING A TAX INCREMENT REINVESTMENT ZONE #8 (ALONG U.S. HWY 82 AND BETWEEN PLAINVIEW ROAD AND TRAVIS STREET); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A PRELIMINARY FINANCING PLAN; PROVIDING FOR A BOARD OF DIRECTORS; PROVIDING FOR SEVERABILITY.

No citizens appeared before the City Council to discuss Ordinance No. 6476.

Mayor Plyler introduced Ordinance No. 6477 and called for a public hearing: **ORD 6477 TIRZ #9**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING A TAX INCREMENT REINVESTMENT ZONE #9 (ALONG U.S. HWY 82 AND BETWEEN PLAINVIEW ROAD AND F.M. 1417 (HERITAGE PARKWAY)); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A BOARD OF DIRECTORS; PROVIDING FOR A PRELIMINARY FINANCING PLAN; PROVIDING FOR SEVERABILITY.

Mary Lawrence, Director of Finance, discussed Ordinance Nos. 6476 and 6477, saying that there were six agenda items on this agenda that related to Tax Increment Zones #8 and #9.

She said Tax Increment Reinvestment Zone #8 is the residential portion of Heritage Ranch Development, located on Hwy 82, between Plainview Road and North Travis Street. TIRZ #9 is the commercial portion of Heritage Ranch, and is located on Hwy 82, west of TIRZ #8, between FM 1417 and Plainview Road.

The first two items, the ordinances, will establish the zone and provide for the Preliminary Financing Plan. The Preliminary Financing Plan is required by the Tax Code, and demonstrates that the zone is feasible. A final project and financing plan will be presented to the City Council after the engineering plans are complete, and there are better cost estimates.

The second two items are interlocal agreements with Grayson County, who has agreed to participate with 50% of their tax rate that was deposited into their General Fund. The agreement will be on the County Commissioner's agenda next week.

The final two items are to appoint a board of directors for the zones. The purpose of the board is to prepare the project and financing plans. After they approve the plans, they will be submitted to the City Council for final action.

After that, the next step will be after they have the engineering plans and have prepared the project and financing plans. It is estimated, that step will be completed sometime this summer.

No citizens appeared before the City Council to discuss Ordinance No. 6477.

The Public Hearing was closed.

<u>ADOPTION OF ORDINANCES</u>

<u>Ordinance 6476</u> **ORD 6476 TIRZ #8**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING A TAX INCREMENT REINVESTMENT ZONE #8 (ALONG U.S. HWY 82 AND BETWEEN PLAINVIEW ROAD AND TRAVIS STREET); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A PRELIMINARY FINANCING PLAN; PROVIDING FOR A BOARD OF DIRECTORS; PROVIDING FOR SEVERABILITY.

Ordinance 6477 — **ORD 6477 TIRZ #9**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING A TAX INCREMENT REINVESTMENT ZONE #9 (ALONG U.S. HWY 82 AND BETWEEN PLAINVIEW ROAD AND F.M. 1417 (HERITAGE PARKWAY)); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR A BOARD OF DIRECTORS; PROVIDING FOR A PRELIMINARY FINANCING PLAN; PROVIDING FOR SEVERABILITY.

Council Member Teamann said he planned to abstain from these votes, so passage might require the Mayor to vote because two Council Members are absent. Ryan Pittman, City Attorney, said the ordinances would need to be approved by four members of the City Council.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6476 and 6477, as presented. Second by Council Member Dobbs.

VOTING AYE: Plyler, Dobbs, Marroquin, Stevenson,
VOTING NAY: None.
ABSTAIN: Teamann.
MOTION CARRIED.

RESOLUTION NO. 6878 – AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO PARTICIPATE IN THE SHERMAN TAX INCREMENT REINVESTMENT ZONE #8 — **RES 6878 TIRZ #8 AGREEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO PARTICIPATE IN THE SHERMAN TAX INCREMENT REINVESTMENT ZONE #8.

RESOLUTION NO. 6879 – AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO PARTICIPATE IN THE SHERMAN TAX INCREMENT REINVESTMENT ZONE #9 — **RES 6879 TIRZ #9 AGREEMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO PARTICIPATE IN THE SHERMAN TAX INCREMENT REINVESTMENT ZONE #9.

Ms. Lawrence said these are the interlocal agreements for TIRZ #8 and #9, to allow the County to participate.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution Nos. 6878 and 6879, as presented. Second by Council Member Marroquin.

VOTING AYE: Plyler, Dobbs, Marroquin, Stevenson.
VOTING NAY: None.
ABSTAIN: Teamann.
MOTION CARRIED.

RES 6880
WATER TREATMENT
PLANT EXPANSION

RESOLUTION NO. 6880 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER, LLC FOR DESIGN OF THE SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT.

Wayne Lee, Director of Engineering, said this contract is with Garver for the Water Treatment Plant Expansion Project. Due to the major industrial and residential developments in Sherman, the City needs to increase capacity at the Water Treatment Plant.

The proposed contract includes the construction drawings to expand the existing Water Treatment Plant from 10 mgd to 15 mgd. The plans will include the pump station facility that will bring the total pumping capacity to 25 mgd.

An analysis and assessment of the entire campus will also be included, to determine how the City could add another facility that will be able to treat a total of 30 mgd, and remove the old conventional system, for a net increase of 25 mgd capacity for the plant, to 45 mgd.

Once the study is complete, there will be another contract or an amendment to this contract, for construction drawings for the new 13 mgd plant. The City will initially put 10 to 15 mgd capacity into the new plant after construction.

The current contract is for over $1.9 million. The reports and design work is expected for the pump station and the extra 5 mgd, to be completed before the end of the year.

Mr. Lee said Garver was one of seven engineering firms that were interviewed, and they were determined to be the most qualified for these specific services.

Council Member Dobbs asked for an explanation of staff negotiated reasonable fee for these types of services. He asked if there was a standard for these types of projects, and how the process worked.

Robby Hefton, City Manager, said for professional services, the consultant is selected based on their qualifications, not based on the price. For non-professional services, such as the purchase of equipment and vehicles, the City is required to bid out and go with the lowest bid.

For professional services, such as for engineers, the City goes through the qualification process and identifies which company is the best fit, provides the needed services in a timely manner, and verifies their references and experience. Then, based on that evaluation, the staff selects the company best suited for the project. Then a reasonable price is negotiated with the company, and they are engaged.

If a reasonable price cannot be reached, the City goes to the next qualified company, and the process is repeated. The process is completed, when the City feels they have the best qualified company for the best price.

Mr. Lee added that, if the City ceases negotiations with one company, and goes to another, and their prices end up being higher, they can't return to the previous company.

Council Member Dobbs asked if it was based on a market standard?

Mr. Lee said a lot of it is based on the size of the project, the anticipated cost of the project, how complex the project is, and even how small the project is.

Council Member Teamann asked if the City had an RFQ on these projects in the past, for comparison. Mr. Lee said he did solicit qualifications from firms. Mr. Hefton said RFQs are normally not brought to Council.

RES 6881
SHEPHERD ELEVATED STORAGE TANK DESIGN

RESOLUTION NO. 6881 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE SHEPHERD 2.0 MILLION GALLON ELEVATED STORAGE TANK PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE SHEPHERD 2.0 MILLION GALLON ELEVATED STORAGE TANK PROJECT.

RES 6882
LAKE TEXOMA PUMP STATION EXPANSION PRELIMINARY DESIGN

RESOLUTION NO. 6882 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE LAKE TEXOMA PUMP STATION EXPANSION PRELIMINARY DESIGN PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC. FOR DESIGN OF THE LAKE TEXOMA PUMP STATION EXPANSION PRELIMINARY DESIGN PROJECT.

RES 6883
POST OAK SANITARY SEWER IMPROVEMENTS DESIGN

RESOLUTION NO. 6883 – AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR DESIGN OF THE POST OAK SANITARY SEWER IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR DESIGN OF THE POST OAK SANITARY SEWER IMPROVEMENTS.

Mr. Lee explained that Resolution 6881 was a professional services contract with Freese and Nichols, and is "water related" due to the developments in South Sherman, such as Bel Air, Shepherd's Place, and Texas Instruments.

There is currently an existing 750,000 gallon capacity water tank near Shepherd on Hwy 75. Freese and Nichols recommended replacement of the water tower with a 2 mg storage tank.

The proposed contract will provide a preliminary study to determine where the new tank should be located. The existing tank will need to stay in service while the new tank is being built. They will also assist the City in acquiring rights-of-way and easements, provide construction drawings for the new tank, and plans for the demolition of the existing tank, after the new tank is built.

The new tank won't be solely for Texas Instruments, but will supply water to that area of Sherman. Texas Instruments will construct their own storage for their own peaks.

Mr. Lee said this additional storage capacity is needed for all of that area. The contract is almost $700,000. Seven firms were interviewed for the project, but the staff felt they were the most qualified for the job.

Council Member Stevenson confirmed that this will be the largest tank in Sherman. Council Member Teamann asked what part of Sherman would that tank serve. Mr. Lee said it would serve the area from FM 902 to FM 1417, westward, and for future development.

Mr. Lee said Resolution 6882 is a contract with Freese and Nichols for the preliminary design to expand the capacity of the Lake Texoma Pump Station. Additional pumping capacity is needed due to all the development.

It will assess the three pumps that the station currently has. There is also an empty spot for a fourth pump. They will evaluate the current set-up to see if it would be better to install one large pump, two small pumps, or replace one or two of the existing old pumps, which are 30 years old.

After their recommendation, the Council will need to consider another contract, or an amendment to this contract for construction drawings, and to actually make the improvements. The current contract is for $154,000.

Tom Pruitt, Utility Engineer, discussed Resolution 6883, which is a contract with Huitt-Zollars for design of the Post Oak Sanitary Sewer Improvements. There are currently 15", 12", and 8" sanitary sewer mains along Post Oak Creek, between FM 1417 and Lamberth Road, and west of Nantucket. These lines need to be replaced and relocated due to erosion issues.

Huitt-Zollars has evaluated several options, and it will cost more to replace the lines in the creek. They are proposing to move the lines into the street. The lines are approximately 43 years old. The proposed contract would be for 300 days, and would be done in two phases. Engineering is currently at $404,800.

Mayor Plyler asked if the streets would need to be closed entirely during the project, or if there will still be an open lane. Mr. Pruitt said some of the lines are very deep and the street would probably need to be shut down in those areas.

ACTION TAKEN.
Motion by Council Member Stevenson to approve Resolution Nos. 6881, 6882, and 6883, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6884 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PROFESSIONAL TURF PRODUCTS FOR THE PURCHASE OF A TORO GROUNDSMASTER 4500 SPORTS FIELD MOWER — **RES 6884 GROUNDS MAINT. EQUIPMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH PROFESSIONAL TURF PRODUCTS FOR THE PURCHASE OF A TORO GROUNDSMASTER 4500 SPORTS FIELD MOWER.
CONSENT AGENDA.

RESOLUTION NO. 6885 – AUTHORIZING THE PURCHASE OF A NEW 2022 RAM 2500 CREW CAB 4X4 FROM DONALDSON CHRYSLER DODGE JEEP RAM FOR THE PARKS MAINTENANCE MOWING CREW THROUGH TIPS — **RES 6885 PARKS MAINT. EQUIPMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2022 RAM 2500 CREW CAB 4X4 FROM DONALDSON CHRYSLER DODGE JEEP RAM FOR THE PARKS MAINTENANCE MOWING CREW THROUGH TIPS.
CONSENT AGENDA.

RESOLUTION NO. 6886 – AUTHORIZING THE PURCHASE OF A NEW CHEVROLET SILVERADO 3500 FROM SILSBEE FOR THE STREET DEPARTMENT THROUGH TIPS — **RES 6886 STREET DEPT. EQUIPMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW CHEVROLET SILVERADO 3500 FROM SILSBEE FOR THE STREET DEPARTMENT THROUIGH TIPS.
CONSENT AGENDA.

RESOLUTION NO. 6887 – AUTHORIZING PAYMENT TO TEXOMA AREA PARATRANSIT SYSTEMS, INC. (TAPS) FOR THE CITY'S 2021-2022 FISCAL YEAR CONTRIBUTION — **RES 6887 TAPS ANNUAL PAYMENT**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PAYMENT TO TEXOMA AREA PARATRANSIT SYSTEMS, INC. (TAPS) FOR THE CITY'S 2021-2022 FISCAL YEAR CONTRIBUTION.

Ms. Lawrence said this resolution approves a payment of over $55,000 for the Texoma Area Paratransit System's FY 2021-2022 Budget. By law, the Council is required to approve any purchase over $50,000.

Deputy Mayor Howeth serves on the TAPS Board of Directors, and has requested that the Council provide additional funding for next year. She requested that it be increased to $65,000.

Mr. Hefton said he spoke with Council Member Holland this afternoon, and he is also okay with the increase for next year. He has used their services this past year for his family, and was in support of the increase.

Mr. Hefton said General Fund Reserves are sufficient to handle this increase.

ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 6887, at $65,000. Second by Council Member Stevenson. He also asked that the Council receive a report on TAPS' current operations.

Mayor Plyler asked for a report at the next Council Meeting. Mr. Hefton said there is also a TAPS representative at the current meeting.

Shellie White, 6104 Texoma Parkway

Ms. White is the General Manager of TAPS, and appeared representing the organization. She said they are currently serving 700 clients in the Sherman area, and close to 2,000 in Grayson County. They provide over 17,000 trips for Sherman every year, and over 176,000 miles every year.

Ms. White said they would provide a report for Council Members at the next City Council Meeting.

RESTATEMENT OF MOTION AND ACTION TAKEN.

Motion by Council Member Teamann to approve Resolution No. 6887, at $65,000. Second by Council Member Stevenson. He also asked that the Council receive a report on TAPS' current operations.

VOTING AYE: Dobbs, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

REQ TO ADVERTISE PECAN GROVE WEST ATHLETIC COMPLEX SHADE STRUCTURES

REQUEST TO ADVERTISE PURCHASE AND INSTALL SHADING STRUCTURES AT PECAN GROVE WEST ATHLETIC COMPLEX

The City Council approved the request to advertise for the purchase and installation of shade structures at Pecan Grove West Athletic Complex. The shade structures will cover the playground area, spectator area, and dugouts. Funding was approved for the FY 2021-2022 Capital Improvement Program.

CONSENT AGENDA.

CHANGE ORDER NO. 3 LAMBERTH ROAD DRAINAGE IMPROVEMENTS

CHANGE ORDER NO. 3 LAMBERTH ROAD DRAINAGE IMPROVEMENTS PROJECT; LYNN VESSELS CONSTRUCTION, LLC; $65,822.64 INCREASE

There was no discussion on this agenda item.

OTHER BUSINESS

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF APPROXIMATELY 118.87 ACRES OF LAND LOCATED SOUTH OF FM 1417 AND BETWEEN THE BURLINGTON NORTHERN SANTA FE RAILROAD AND LUELLA ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

ANNEXATION LUELLA CROSSING

Clint Philpott, Assistant City Manager, said this is to set the annexation schedule and the public hearing, for about 120 acres. The property is just east of the Bel Air Development on Luella Road.

Currently their plan is for about 440 single family lots. They will have to extend sewer to reach the lots. Water will be extended from FM 1417.

He said they also received the approval from Grayson County, to annex the County Barn. Approval of this item will set the annexation schedule and the public hearing for the next Council Meeting.

ACTION TAKEN.

Motion by Council Member Stevenson to approve the Annexation Schedule for Luella Crossing, as presented. Second by Council Member Marroquin.

VOTING AYE: Dobbs, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

APPROVAL OF THE 2021 AD VALOREM TAX ROLL VALUE AND TAX LEVY

AD VALOREM TAX ROLL VALUE & TAX LEVY

The City Council approved the 2021 Ad Valorem Tax Roll Value and Tax Levy, in accordance with the Texas Property Tax Code. The 2021 tax year represents taxes that will be collected during the City's FY 2021-2022.

The Grayson County Tax Assessor's Office provided Sherman's taxable value as $4,136,787,059, which produces a levy of $19,227,384.31, based on the City's total tax rate of $0.489 per $100 valuation.
CONSENT AGENDA.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

TAX INCREMENT REINVESTMENT ZONE #8 BOARD (3)

TIRZ #8 BOARD

Council Members discussed appointment of Council Members to the TIRZ #8 and #9 boards.

TAX INCREMENT REINVESTMENT ZONE #9 BOARD (3)

TIRZ #9 BOARD

ACTION TAKEN.

Motion by Council Member Teamann to appoint Josh Stevenson, Juston Dobbs, and Henry Marroquin, to the Tax Increment Reinvestment Zones #8 and #9, for a term from May

3, 2022 to November 2022, as presented. Second by Council Member Dobbs.
VOTING AYE: Dobbs, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

COUNCIL COMMENTS **COUNCIL COMMENTS**

There were no Council comments.

ANNOUNCEMENTS **ANNOUNCEMENTS**

Mayor Plyler announced the following:

- **Hot Summer Nights is only one month away. Diamond Rio will open the season on June 2, 2022. Concerts will be held every Thursday in June and July, and are free to the public.**

- **Sherman Main Street will host their annual "Imagine the Possibilities Tour" on May 5, 2022, at 5:00 p.m., at Old Iron Post. See some of the unique properties that are available in downtown Sherman.**

- **Parks and Recreation will host their first "Movie in the Park" of the year on May 14, 2022, at 8:30 p.m., at Pecan Grove Park. Bring the family out to see "Encanto."**

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER 551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW) **EXECUTIVE SESSION**

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

TEX. GOV'T CODE § 551.071 --
SEEKING THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION, SETTLEMENT OFFERS OR ANY MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE CITY COUNCIL UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THE TEXAS OPEN MEETINGS ACT

TEX. GOV'T CODE § 551.072 --
DELIBERATING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.073 --
DELIBERATING A NEGOTIATED CONTRACT FOR A PROSPECTIVE GIFT OR DONATION TO THE CITY IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE CITY IN NEGOTIATIONS WITH A THIRD PERSON

TEX. GOV'T CODE § 551.074 --
DELIBERATING THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR

DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE; OR TO HEAR A COMPLAINT OR CHARGE AGAINST AN OFFICER OR EMPLOYEE UNLESS THE OFFICER OR EMPLOYEE WHO IS THE SUBJECT OF THE DELIBERATION OR HEARING REQUESTS A PUBLIC HEARING

(A) Sherman Higher Education Finance Corporation (7)

TEX. GOV'T CODE § 551.076 –
DELIBERATING THE DEPLOYMENT, OR SPECIFIC OCCASIONS FOR IMPLEMENTATION, OF SECURITY PERSONNEL OR DEVICES OR A SECURITY AUDIT

TEX. GOV'T CODE § 551.087 –
DISCUSSING OR DELIBERATING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT THAT THE CITY SEEKS TO HAVE LOCATE, STAY OR EXPAND IN OR NEAR THE CITY AND WITH WHICH THE CITY IS CONDUCTING ECONOMIC DEVELOPMENT NEGOTIATIONS; OR DELIBERATING THE OFFER OF A FINANCIAL OR OTHER INCENTIVE TO A BUSINESS PROSPECT

(a) Hickory Hill
(b) Sherman Hospital
(c) Shepherd's Place

TEX. GOV'T CODE § 551.089 --
DELIBERATING SECURITY ASSESSMENTS OR DEPLOYMENTS RELATING TO INFORMATION RESOURCES TECHNOLOGY, NETWORK SECURITY INFORMATION, OR THE DEPLOYMENT OR SPECIFIC OCCASIONS FOR IMPLEMENTATION OF SECURITY PERSONNEL, CRITICAL INFRASTRUCTURE OR SECURITY DEVICES

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:33 p.m.

On Motion duly made and carried, the Executive Session recessed at 5:51 p.m. and reconvened in Open Meeting.

OPEN MEETING

OPEN MEETING
Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

SHERMAN HIGHER EDUCATION FINANCE CORPORATION (7)

SHERMAN HIGHER EDUCATION FINANCE CORPORATION
ACTION TAKEN.

Motion by Council Member Teamann to reappoint Dr. Al Hambrick, Sheryl Bradshaw, Delinda Lough, Anna Laura Page, David Stone, and Eddie Brown, to the Sherman Higher Education Finance Corporation, for a term from April 18, 2022 to April 18, 2024, and to appoint Danita Harston, from May 3, 2022 to April 18, 2024, as presented. Second by Council Member Stevenson.

VOTING AYE: Dobbs, Marroquin, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

ADJOURNMENT **ADJOURNMENT**

On Motion duly made and carried, the meeting adjourned at 5:51.

MAYOR

CITY CLERK

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 1.**

Meeting Date: 05/16/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

E. 4. **** RESOLUTION NO. 6891***

Awarding a Bid to and Authorizing Execution of a Contract with Hayes Construction, LLC, Based on an Invitation to Bid for the 15" Sewer Main Along East Service Road Hwy.75

E. 5. **** RESOLUTION NO. 6892***

Authorizing the Purchase of Additional Consoles and Reconfiguration of Existing Consoles for the Sherman Police Department Dispatch From XyBix through Houston Galveston Area Council

E. 6. **** RESOLUTION NO. 6893***

Authorizing the Purchase of Remote PSAP Hardware Refresh for the New Sherman Police Department Headquarters From AT&T through the Houston-Galveston Area Council.

E. 7. **** RESOLUTION NO. 6894***

Authorizing Execution of an Encroachment Agreement with James L. Mathis, II for the Encroachment of an Existing Pole Sign within the Proposed Platted 15 foot Utility Easement along the east property line of Mathis Addition, approved by City Council on May 16, 2022, to be filed in the Plat Records, Grayson County, Texas, locally known as 5920 Texoma Parkway in the City of Sherman, Texas

E. 8. **** RESOLUTION NO. 6895***

Authorizing the Purchase of a New 2023 Chevrolet 5500 Crew Cab with Dump Bed from Lake Country Chevrolet for use by the Westhill Cemetery Crew through TIPS

E. 9. **** RESOLUTION NO. 6896***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1010 East Epstein Street within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 10. **** RESOLUTION NO. 6897***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1014 East Epstein Street within City of Sherman Reinvestment Zone, Number Ten (#10)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **C. 2.**

Meeting Date: 05/16/2022

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Double Asterisked (**) items are considered to be routine and will be enacted in one motion, subject to staff review letter, without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

F. 2. ***** OTHER BUSINESS***

Final Plat approval for Schneider Farm Subdivision, being 23.071 Acres in the Jeremiah McDaniel Survey, Abstract No. 774, and the R. M Williamson Survey, Abstract No. 1300 in the City of Sherman's Extraterritorial Jurisdiction (ETJ); Chapman Tillett Construction, LLC, Owner and William Davis Finney, Data Land Services, Surveyor (100-500 blocks of Schneider Road in ETJ)

F. 3. ***** OTHER BUSINESS***

Final Plat approval of Mathis Addition, being 0.559 acres in the James B. Shannon Survey, Abstract No. 1085; James Mathis, Owners and Helvey-Wagner Surveying, Inc., Surveyor (5920 Texoma Parkway)

F. 4. ***** OTHER BUSINESS***

Final Plat approval of Pebblebrook, Phase 4, being 37.441 acres in the Elizabeth Jones Survey, Abstract No. 625; Carbet Properties LLC, Owner; Jacob Tudor, Representative; McManus & Johnson Consulting Engineers, LLC, Engineer and Underwood Drafting and Surveying, Surveyor (2000-2300 blocks of West Moore Street)

F. 5. ***** OTHER BUSINESS***

Final Plat approval of Garcia Gribble Addition, being 0.209 acres in the G.B. Pilant Survey, Abstract No. 963; Heriberto Garcia, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (501 South Gribble Street)

F. 6. ***** OTHER BUSINESS***

Final Plat approval of Travis Street Dollar General Addition, being 1.352 acres in the Preston Kitchen Survey, Abstract No. 667; HP Investments, Owner; John Flippo, Representative; and Chaney Engineering, Inc., Surveyor (2112 South Travis Street)

F. 7. ***** OTHER BUSINESS***

Final plat approval for Garson Retreat, being 8.418 acres in the Daniel C. Shelp Survey, Abstract No. 1097; Scott Weismann III, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (6350 Theresa Drive)

F. 8. ***** OTHER BUSINESS***

Final Plat approval for Bel Air Village Multifamily Phase 1, being 4.936 acres in the Sharrod Dunman Survey, Abstract No. 329; Ronny Guerrero, Bel Air Village SFR, LLC, Owner and Michael Carlisle, Kimley-Horn, Surveyor (300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 1.**

Meeting Date: 05/16/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6478

Extending the Corporate Limits of the Said City so as to Annex an Area of Land Consisting of Approximately 118.87 acres Generally Located South of FM 1417 and Between the Burlington Northern Santa Fe Railroad and Luella Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowners; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

Issue:

To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 118.87 acres generally located south of FM 1417 and between the Burlington Northern Santa Fe Railroad and Luella Rd, adjacent to the Sherman City Limits, and in the City's extraterritorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. At its May 2, 2022 meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for this the May 16, 2022 Regular Council Meeting, and adoption of the Ordinance for this same meeting.

This annexation was initiated by the property owners, HMI-Sherman 2, LLC and Grayson County, Texas

Origination:

Letter requesting annexation by HMI-Sherman 2, LLC, property Owner
Petition for annexation by Grayson County, Texas, Property Owner

Financial Consideration:

Once developed, the additional property taxes on the improvements are estimated at about $700,000 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 118.87 acres generally located south of FM 1417 and between the Burlington Northern Santa fe Railroad and Luella Road, adjacent to the Sherman city limits and in the City of Sherman's ETJ.

Alternatives:

As directed by the City Council

Attachments

Ordinance No. 6478
Request for Annexation
Petition for Annexation
Exhibit A
Annexation Service Plan Agreement
Aerial Location Map

ORDINANCE NO. 6478

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF APPROXIMATELY 118.87 ACRES GENERALLY LOCATED SOUTH OF FM 1417 AND BETWEEN THE BURLINGTON NORTHERN SANTA FE RAILROAD AND LUELLA ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNERS; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND SHERMAN'S GENERAL ZONING ORDINANCE, ORDINANCE NO. 2280; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, HMI-Sherman 2, LLC and Grayson County, Texas ("Landowners") are the owners of real property within that certain area of land consisting of 118.87± acres, situated in the Sharrod Dunman Survey, Abstract No. 329 and the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Landowners submitted an application to the City of Sherman, Texas ("Sherman"), requesting voluntary annexation of the Property into the city limits of Sherman; and

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

WHEREAS, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, prior to conducting the public hearings required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

WHEREAS, the Landowners and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

WHEREAS, the City Council finds that all legal notices, hearings, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law;

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

SECTION 1: Findings Incorporated. That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Annexation Service Plan Agreement. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowners, a copy of which is attached hereto as Exhibit B.

SECTION 3: Property Annexed. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

> BEING the following tract of land located in Grayson County, Texas: 118.87± acres, situated in the Sharrod Dunman Survey, Abstract No. 329 and the Preston Kitchen Survey, Abstract No. 667; said Property is more particularly described and depicted in Exhibit A.

SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

SECTION 6: Unlawful Use. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280 ("Zoning Ordinance"), as they exist

or may be amended, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

SECTION 7: Penalty. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 10: Effective Date. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

SECTION 11: Public Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Hakuna Matata Investments LLC

I, Chad Dannheim Manager of HMI-Sherman 2, LLC do hereby request annexation into the city for future development subject to the terms in the executed Service Plan Agreement with the city of Sherman for the following property (+/- 96 acres Tax ID:125537).

HMI-Sherman 2, LLC
Printed Name: Chad Dannheim
Title: Manager

4-29-22
Date

7801 Brandi Place Ste N
North Richland Hills TX 76182
PO BOX 822044
North Richland Hills TX 76182
chad@texashmi.com 817-319-9351

PETITION FOR ANNEXATION

WHEREAS, by General Warranty Deed dated April 15, 1959, and recorded in volume 888, page 591, in the Official Records of Grayson County, Texas, Grayson County is the sole and record owner of approximately 21.5 acres of land located in Grayson County, Texas, and being more particularly described by metes and bounds in Exhibit A;

WHEREAS, by General Warranty Deed dated September 13, 2021, and recorded as Instrument No. 2021-32639 in the Official Records of Grayson County, Texas, HMI-Sherman 2 LLC, is the sole and record owner of approximately 96.216 acres of land located in Grayson County, Texas, and being more particularly described by metes and bounds in Exhibit B;

WHEREAS, the lands described in both Exhibit A and Exhibit B (collectively, the "Property") is located entirely within the extraterritorial jurisdiction of the City of Sherman, Texas (the "City");

WHEREAS, pursuant to Section 43.0671, Texas Local Government Code, the City may annex an area if each owner of land in the area requests the annexation;

WHEREAS, Grayson County and HMI-Sherman 2 LLC (collectively, the "Owners"), desire that the Property be incorporated in and made a part of the City for all purposes.

NOW, THEREFORE, premises considered, the Owners do hereby submit to the City this petition requesting annexation (this "Petition") of the Property and requests that the City: (i) accept this Petition for that purpose; (ii) promptly notice and conduct the requisite public hearings in accordance with Section 43.0673, Texas Local Government Code; (iii) adopt an ordinance annexing the area with an immediate effective date; and (iv) carry out any and all other necessary conditions to complete the annexation of the area.

[Signature pages follow]

Duly executed this 19 day of April, 2022.

GRAYSON COUNTY

By: _____
Bill Magers, County Judge

STATE OF TEXAS §
COUNTY OF GRAYSON §

This instrument was acknowledged before me, on the 19 day of April, 2022, by Bill Magers, County Judge of Grayson County, Texas, on behalf of said county.

[S E A L]

_____
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Tera Norris
Notary ID # 12568605-1
My Commission Expires
September 03, 2024

Duly executed this 22nd day of April, 2022.

HMI-SHERMAN 2 LLC
a Texas limited liability company

By: _____

Name: Chad Dannheim

Title: Manager

STATE OF TEXAS §
COUNTY OF GRAYSON §

This instrument was acknowledged before me, on the 22nd day of April, 2022, by Chad Dannheim, Manager of HMI-Sherman 2 LLC, on behalf of said limited liability company.

[S E A L]

_____
Notary Public, State of Texas

ALEX SEILER
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 09/13/25
NOTARY ID 13334298-9

Exhibit A
Grayson County Property Description

GRAYSON COUNTY TRACT

BEING a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329 and the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, and being all of a called 21.05-acre tract of land, described in a Warranty Deed to Grayson County, Texas, as recorded in Volume 888, Page 591 of the Deed Records of Grayson County, Texas, and that portion of F. M. 1417, a variable width right of way located between said 21.05-acre tract and a called 11.984-acre tract of land as described in a Warranty Deed to Sherman Elks Lodge, as recorded in Volume 1701, Page 730 of the Deed Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for the southwest corner of a called 96.216-acre tract of land, described in a General Warranty Deed to HMI-Sherman 2, LLC, as recorded in Instrument No. 2021-32639 of the Official Public Records of Grayson County, Texas, and the northwest corner of a called 379.73-acre tract of land, described in a Warranty Deed to Choctaw Creek Ranch, LLC, as recorded in Volume 5607, Page 293 of the Official Public Records of Grayson County, Texas, same also being on the easterly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

THENCE North 06°41'12" East, along the westerly line of said 96.216-acre tract, the westerly line of said 21.05-acre tract and the easterly line of said Burlington Northern Santa Fe Railroad right of way, a distance of 2,875.86 feet to the northwest corner of said 96.216-acre tract and the southwest corner of said 21.05-acre tract, and being the **POINT OF BEGINNING** of the herein described tract;

THENCE North 06°41'12" East, along the westerly line of said 21.05-acre tract and the easterly line of said Burlington Northern Santa Fe Railroad right of way, a distance of 652.31 feet to the intersection of the westerly line of said 21.05-acre tract with the southerly right of way line of said F. M. 1417;

THENCE North 15°28'27" East, crossing said F. M. 1417, a distance of 327.30 feet to the southwest corner of aforesaid 11.984-acre tract, same being on the southerly city limit line of the City of Sherman as described in Ordinance No. 3912;

THENCE in an easterly direction, along the southerly line of said 11.984-acre tract, the southerly line of said city limit line and the northerly right of way line of said F.M. 1417, the following:

North 74°18'39" East, a distance of 141.53 feet to a point for corner;

North 84°04'21" East, a distance of 235.92 feet to a point for corner;

North 79°02'28" East, a distance of 352.75 feet to a point for corner;

North 50°33'09" East, a distance of 150.52 feet to a point for corner;

North 68°53'45" East, a distance of 46.60 feet to a point for corner;

North 86°01'45" East, a distance of 17.14 feet to the southeast corner of said 11.984-acre tract and the southwest corner of the city limit line as described in said Ordinance No. 3912;

THENCE South 13°24'13" East, crossing said F. M. 1417, a distance of 219.78 feet to the northeast corner of aforesaid 21.05-acre tract, same being in an asphalt road known as Luella Road, an apparent public use road, no record found;

THENCE South 17°03'50" East, departing the southerly right of way line of said F. M. 1417, along the easterly line of said 21.05-acre tract and along said Luella Road, a distance of 658.29 feet to the southeast corner of said 21.05-acre tract and the northeast corner of aforesaid 92.216-acre tract;

THENCE South 75°23'40" West, departing said Luella Road, along the southerly line of said 21.05-acre tract and the northerly line of said 92.216-acre tract, a distance of 1,351.25 feet to the **POINT OF BEGINNING** and containing 22.71 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Exhibit B
HMI-Sherman 2 LLC Property Description

HMI-SHERMAN 2 TRACT

BEING a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329 and the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, and being all of a called 96.216-acre tract of land, described in a General Warranty Deed to HMI-Sherman 2, LLC, as recorded in Instrument No. 2021-32639 of the Official Public Records of Grayson County, Texas, and that portion of F. M. 1417, a variable width right of way located between said 21.05-acre tract and a called 11.984-acre tract of land as described in a Warranty Deed to Sherman Elks Lodge, as recorded in Volume 1701, Page 730 of the Deed Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 96.216-acre tract and the northwest corner of a called 379.73-acre tract of land, described in a Warranty Deed to Choctaw Creek Ranch, LLC, as recorded in Volume 5607, Page 293 of the Official Public Records of Grayson County, Texas, same also being on the easterly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

THENCE North 06°41'12" East, along the westerly line of said 96.216-acre tract, the westerly line of said 21.05-acre tract and the easterly line of said Burlington Northern Santa Fe Railroad right of way, a distance of 2,875.86 feet to the northwest corner of said 96.216-acre tract and the southwest corner of a called 21.05-acre tract of land, described in a Warranty Deed to Grayson County, Texas, as recorded in Volume 888, Page 591 of the Deed Records of Grayson County, Texas;

THENCE North 75°23'40" East, departing the easterly line of said Burlington Northern Santa Fe Railroad right of way, along the northerly line of said 96.216-acre tract and the southerly line of said 21.05-acre tract, a distance of 1,351.25 feet to the northeast corner of said 96.216-acre tract and the southeast corner of said 21.05-acre tract, same being in an asphalt road known as Luella Road, an apparent public use road, no record found;

THENCE in a southerly direction, along the easterly line of said 96.216-acre tract and generally along the center of said Luella Road, the following:

South 15°36'01" East, a distance of 183.95 feet to a point for corner;

South 16°00'51" East, a distance of 478.87 feet to a point for corner;

South 12°06'00" East, a distance of 108.19 feet to a point for corner;

South 05°37'40" West, a distance of 426.89 feet to a point for corner;

South 12°27'14" West, a distance of 86.17 feet to a point for corner;

South 19°41'44" West, a distance of 89.25 feet to a point for corner;

South 31°51'34" West, a distance of 120.10 feet to a point for corner;

South 31°46'43" West, a distance of 97.54 feet to a point for corner;

South 13°36'49" West, a distance of 135.39 feet to a point for corner;

South 14°20'00" East, a distance of 724.35 feet to the easterly, southeast corner of said 96.216-acre tract, same being the northeast corner of a called 2.027-acre tract, described in a Warranty Deed to David L. Pippin and wife, Karen L. Pippin, as recorded in Volume 1718, Page 276 of the Official Public Records of Grayson County, Texas;

THENCE South 74°30'17" West, departing said Luella Road, along a southerly line of said 96.216-acre tract and the northerly line of said 2.027-acre tract, a distance of 228.66 feet to the northwest corner of said 2.027-acre tract;

THENCE South 14°46'55" East, along an easterly line of said 96.216-acre tract and the westerly line of said 2.027-acre tract, a distance of 244.67 feet to the northeast corner of a called 2.76-acre tract of land, described in a Warranty Deed to Johnny and Michelle Castillo, as recorded in Instrument No. 2017-28517 of the Official Public Records of Grayson County, Texas;

THENCE South 76°07'21" West, along a southerly line of said 96.216-acre tract and the northerly line of said 2.76-acre tract, a distance of 809.23 feet to the northwest corner of said 2.76-acre tract;

THENCE South 12°16'22" East, along an easterly line of said 96.216-acre tract and the westerly line of said 2.76-acre tract, a distance of 155.30 feet to the southerly, southeast corner of said 96.216-acre tract and the southwest corner of said 2.76-acre tract, same being on the northerly line of aforesaid 379.73-acre Choctaw Creek Ranch, LLC tract;

THENCE South 75°44'10" West, along the southerly line of said 96.216-acre tract and the northerly line of said 379.73-acre tract, a distance of 899.94 feet to the **POINT OF BEGINNING** and containing 96.16 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ANNEXATION TRACT

BEING a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329 and the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, and being all of a called 96.216-acre tract of land, described in a General Warranty Deed to HMI-Sherman 2, LLC, as recorded in Instrument No. 2021-32639 of the Official Public Records of Grayson County, Texas, all of a called 21.05-acre tract of land, described in a Warranty Deed to Grayson County, Texas, as recorded in Volume 888, Page 591 of the Deed Records of Grayson County, Texas, and that portion of F. M. 1417, a variable width right of way located between said 21.05-acre tract and a called 11.984-acre tract of land as described in a Warranty Deed to Sherman Elks Lodge, as recorded in Volume 1701, Page 730 of the Deed Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 96.216-acre tract and the northwest corner of a called 379.73-acre tract of land, described in a Warranty Deed to Choctaw Creek Ranch, LLC, as recorded in Volume 5607, Page 293 of the Official Public Records of Grayson County, Texas, same also being on the easterly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

THENCE North 06°41'12" East, along the westerly line of said 96.216-acre tract, the westerly line of said 21.05-acre tract and the easterly line of said Burlington Northern Santa Fe Railroad right of way, a distance of 3,528.17 feet to the intersection of the westerly line of said 21.05-acre tract with the southerly right of way line of said F. M. 1417;

THENCE North 15°28'27" East, crossing said F. M. 1417, a distance of 327.30 feet to the southwest corner of aforesaid 11.984-acre tract, same being on the southerly city limit line of the City of Sherman as described in Ordinance No. 3912;

THENCE in an easterly direction, along the southerly line of said 11.984-acre tract, the southerly line of said city limit line and the northerly right of way line of said F.M. 1417, the following:

North 74°18'39" East, a distance of 141.53 feet to a point for corner;

North 84°04'21" East, a distance of 235.92 feet to a point for corner;

North 79°02'28" East, a distance of 352.75 feet to a point for corner;

North 50°33'09" East, a distance of 150.52 feet to a point for corner;

North 68°53'45" East, a distance of 46.60 feet to a point for corner;

North 86°01'45" East, a distance of 17.14 feet to the southeast corner of said 11.984-acre tract and the southwest corner of the city limit line as described in said Ordinance No. 3912;

THENCE South 13°24'13" East, crossing said F. M. 1417, a distance of 219.78 feet to the northeast corner of aforesaid 21.05-acre tract, same being in an asphalt road known as Luella Road, an apparent public use road, no record found;

THENCE South 17°03'50" East, departing the southerly right of way line of said F. M. 1417, along the easterly line of said 21.05-acre tract and along said Luella Road, a distance of 658.29 feet to the southeast corner of said 21.05-acre tract and the northeast corner of aforesaid 92.216-acre tract;

THENCE in a southerly direction, along the easterly line of said 96.216-acre tract and generally along the center of said Luella Road, the following:

South 15°36'01" East, a distance of 183.95 feet to a point for corner;

South 16°00'51" East, a distance of 478.87 feet to a point for corner;

South 12°06'00" East, a distance of 108.19 feet to a point for corner;

South 05°37'40" West, a distance of 426.89 feet to a point for corner;

South 12°27'14" West, a distance of 86.17 feet to a point for corner;

South 19°41'44" West, a distance of 89.25 feet to a point for corner;

South 31°51'34" West, a distance of 120.10 feet to a point for corner;

South 31°46'43" West, a distance of 97.54 feet to a point for corner;

South 13°36'49" West, a distance of 135.39 feet to a point for corner;

South 14°20'00" East, a distance of 724.35 feet to the easterly, southeast corner of said 96.216-acre tract, same being the northeast corner of a called 2.027-acre tract, described in a Warranty Deed to David L. Pippin and wife, Karen L. Pippin, as recorded in Volume 1718, Page 276 of the Official Public Records of Grayson County, Texas;

THENCE South 74°30'17" West, departing said Luella Road, along a southerly line of said 96.216-acre tract and the northerly line of said 2.027-acre tract, a distance of 228.66 feet to the northwest corner of said 2.027-acre tract;

THENCE South 14°46'55" East, along an easterly line of said 96.216-acre tract and the westerly line of said 2.027-acre tract, a distance of 244.67 feet to the northeast corner of a called 2.76-acre tract of land, described in a Warranty Deed to Johnny and Michelle Castillo, as recorded in Instrument No. 2017-28517 of the Official Public Records of Grayson County, Texas;

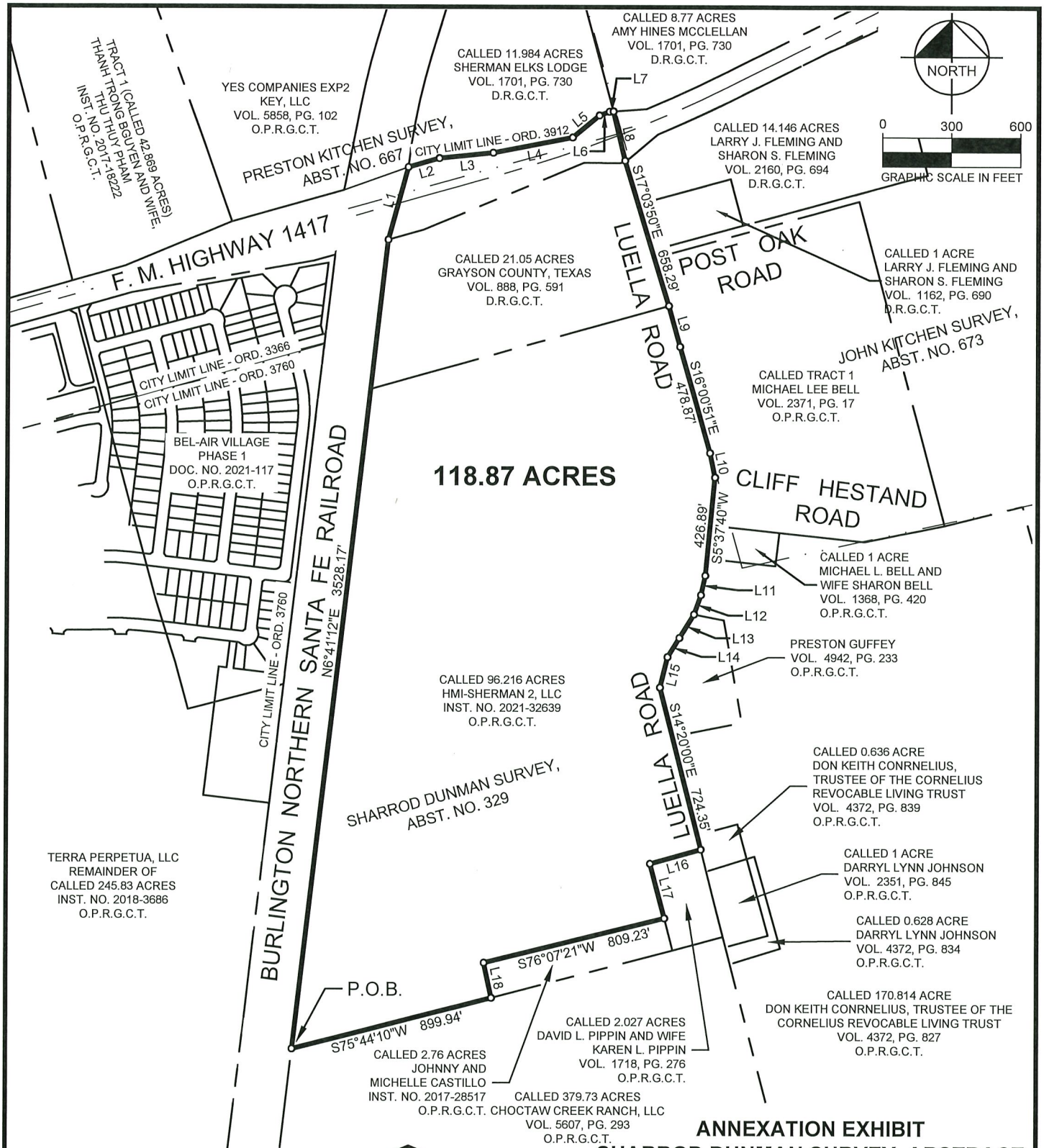
THENCE South 76°07'21" West, along a southerly line of said 96.216-acre tract and the northerly line of said 2.76-acre tract, a distance of 809.23 feet to the northwest corner of said 2.76-acre tract;

THENCE South 12°16'22" East, along an easterly line of said 96.216-acre tract and the westerly line of said 2.76-acre tract, a distance of 155.30 feet to the southerly, southeast corner of said 96.216-acre tract and the southwest corner of said 2.76-acre tract, same being on the northerly line of aforesaid 379.73-acre Choctaw Creek Ranch, LLC tract;

THENCE South 75°44'10" West, along the southerly line of said 96.216-acre tract and the northerly line of said 379.73-acre tract, a distance of 899.94 feet to the **POINT OF BEGINNING** and containing 118.87 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com



SEE SHEET 2 FOR LINE DATA TABLE

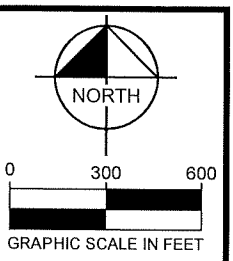
ANNEXATION EXHIBIT
SHARROD DUNMAN SURVEY, ABSTRACT NO. 329 AND PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	MBM	KHA	03/01/2022	063451852	1 OF 2



LINE TABLE		
NO.	BEARING	LENGTH
L1	N15°28'27"E	327.30'
L2	N74°18'39"E	141.53'
L3	N84°04'21"E	235.92'
L4	N79°02'28"E	352.75'
L5	N50°33'09"E	150.52'
L6	N68°53'45"E	46.60'
L7	N86°01'45"E	17.14'
L8	S13°24'13"E	219.78'
L9	S15°36'01"E	183.95'
L10	S12°06'00"E	108.19'
L11	S12°27'14"W	86.17'
L12	S19°41'44"W	89.25'
L13	S31°51'34"W	120.10'
L14	S31°46'43"W	97.54'
L15	S13°36'49"W	135.39'
L16	S74°30'17"W	228.66'
L17	S14°46'55"E	244.67'
L18	S12°16'22"E	155.30'

NOTE:

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

ANNEXATION EXHIBIT
SHARROD DUNMAN SURVEY, ABSTRACT NO. 329 AND PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
GRAYSON COUNTY, TEXAS

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	03/01/2022	063451852	2 OF 2

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and HMI-Sherman 2 LLC, ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 96.216 ± acres, situated in the Sharrod Dunman Survey, Abstract No. 329, and Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the forth in the foregoing recitals of this Agreement are true and correct, are incorporated into

the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

(a) Police Services.

(i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(b) Fire Services.

(i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

(ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and

regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will

be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

HMI – Sherman 2, LLC.
Attn: Chad Dannheim
Telephone: (817) 319-9351
Email: chad@cedgroups.com

10. **Release. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

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

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive

venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Multiple Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement.**

18. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

Attested to by:

_____
Linda Ashby, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

HMI-Sherman 2 LLC

By: _____
Printed Name: Chad Dannheim
Title: Manager
Date: April 22nd, 2022

STATE OF TEXAS §

§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Robby Hefton**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2021.

_____
Notary Public, State of Texas
My Commission Expires:_____

ANNEXATION TRACT

BEING a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329 and the Preston Kitchen Survey, Abstract No. 667, Grayson County, Texas, and being all of a called 96.216-acre tract of land, described in a General Warranty Deed to HMI-Sherman 2, LLC, as recorded in Instrument No. 2021-32639 of the Official Public Records of Grayson County, Texas, all of a called 21.05-acre tract of land, described in a Warranty Deed to Grayson County, Texas, as recorded in Volume 888, Page 591 of the Deed Records of Grayson County, Texas, and that portion of F. M. 1417, a variable width right of way located between said 21.05-acre tract and a called 11.984-acre tract of land as described in a Warranty Deed to Sherman Elks Lodge, as recorded in Volume 1701, Page 730 of the Deed Records of Grayson County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southwest corner of said 96.216-acre tract and the northwest corner of a called 379.73-acre tract of land, described in a Warranty Deed to Choctaw Creek Ranch, LLC, as recorded in Volume 5607, Page 293 of the Official Public Records of Grayson County, Texas, same also being on the easterly line of the Burlington Northern Santa Fe Railroad 225' wide right of way;

THENCE North 06°41'12" East, along the westerly line of said 96.216-acre tract, the westerly line of said 21.05-acre tract and the easterly line of said Burlington Northern Santa Fe Railroad right of way, a distance of 3,528.17 feet to the intersection of the westerly line of said 21.05-acre tract with the southerly right of way line of said F. M. 1417;

THENCE North 15°28'27" East, crossing said F. M. 1417, a distance of 327.30 feet to the southwest corner of aforesaid 11.984-acre tract, same being on the southerly city limit line of the City of Sherman as described in Ordinance No. 3912;

THENCE in an easterly direction, along the southerly line of said 11.984-acre tract, the southerly line of said city limit line and the northerly right of way line of said F.M. 1417, the following:

North 74°18'39" East, a distance of 141.53 feet to a point for corner;

North 84°04'21" East, a distance of 235.92 feet to a point for corner;

North 79°02'28" East, a distance of 352.75 feet to a point for corner;

North 50°33'09" East, a distance of 150.52 feet to a point for corner;

North 68°53'45" East, a distance of 46.60 feet to a point for corner;

North 86°01'45" East, a distance of 17.14 feet to the southeast corner of said 11.984-acre tract and the southwest corner of the city limit line as described in said Ordinance No. 3912;

THENCE South 13°24'13" East, crossing said F. M. 1417, a distance of 219.78 feet to the northeast corner of aforesaid 21.05-acre tract, same being in an asphalt road known as Luella Road, an apparent public use road, no record found;

THENCE South 17°03'50" East, departing the southerly right of way line of said F. M. 1417, along the easterly line of said 21.05-acre tract and along said Luella Road, a distance of 658.29 feet to the southeast corner of said 21.05-acre tract and the northeast corner of aforesaid 92.216-acre tract;

THENCE in a southerly direction, along the easterly line of said 96.216-acre tract and generally along the center of said Luella Road, the following:

South 15°36'01" East, a distance of 183.95 feet to a point for corner;

South 16°00'51" East, a distance of 478.87 feet to a point for corner;

South 12°06'00" East, a distance of 108.19 feet to a point for corner;

South 05°37'40" West, a distance of 426.89 feet to a point for corner;

South 12°27'14" West, a distance of 86.17 feet to a point for corner;

South 19°41'44" West, a distance of 89.25 feet to a point for corner;

South 31°51'34" West, a distance of 120.10 feet to a point for corner;

South 31°46'43" West, a distance of 97.54 feet to a point for corner;

South 13°36'49" West, a distance of 135.39 feet to a point for corner;

South 14°20'00" East, a distance of 724.35 feet to the easterly, southeast corner of said 96.216-acre tract, same being the northeast corner of a called 2.027-acre tract, described in a Warranty Deed to David L. Pippin and wife, Karen L. Pippin, as recorded in Volume 1718, Page 276 of the Official Public Records of Grayson County, Texas;

THENCE South 74°30'17" West, departing said Luella Road, along a southerly line of said 96.216-acre tract and the northerly line of said 2.027-acre tract, a distance of 228.66 feet to the northwest corner of said 2.027-acre tract;

THENCE South 14°46'55" East, along an easterly line of said 96.216-acre tract and the westerly line of said 2.027-acre tract, a distance of 244.67 feet to the northeast corner of a called 2.76-acre tract of land, described in a Warranty Deed to Johnny and Michelle Castillo, as recorded in Instrument No. 2017-28517 of the Official Public Records of Grayson County, Texas;

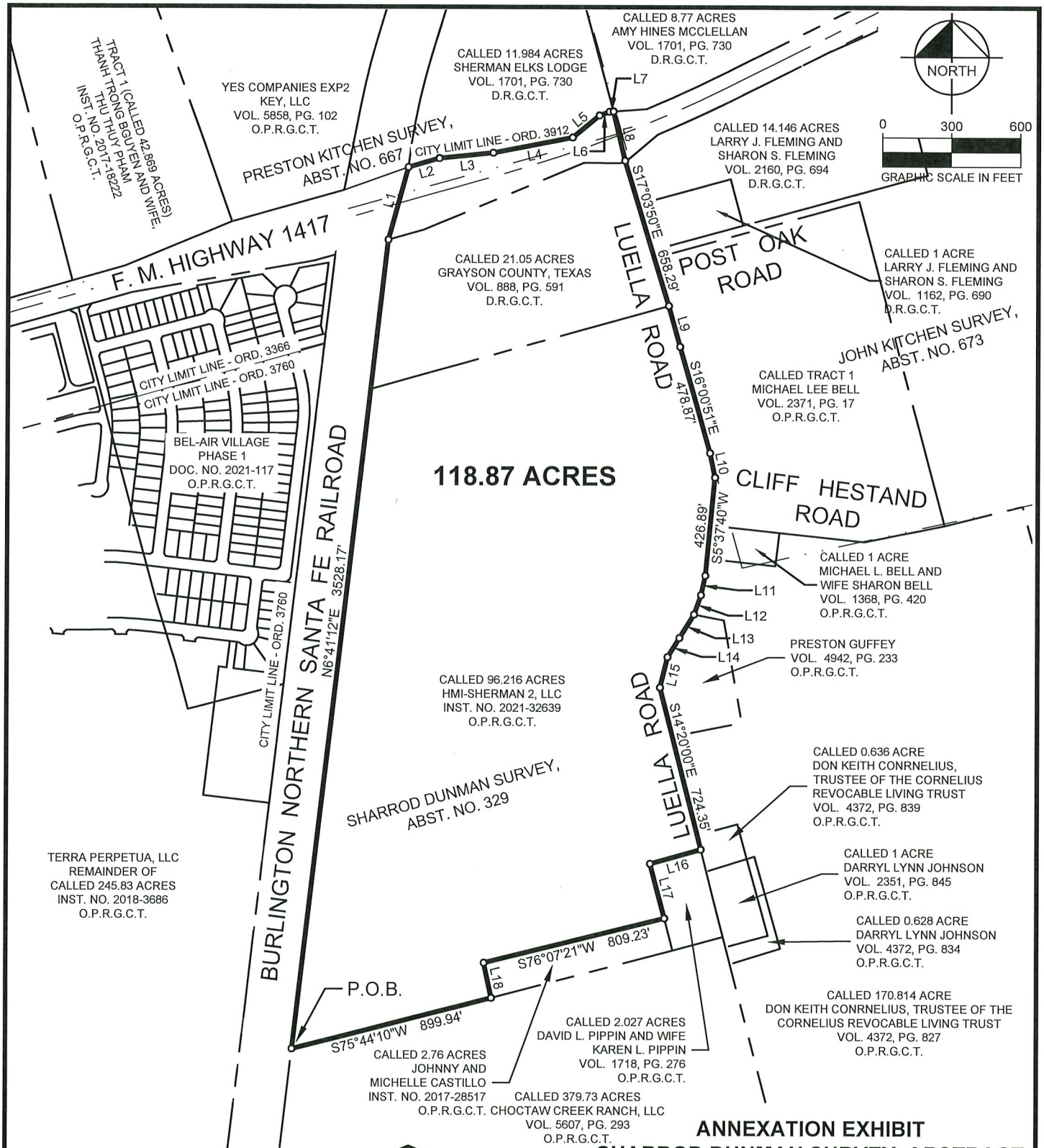
THENCE South 76°07'21" West, along a southerly line of said 96.216-acre tract and the northerly line of said 2.76-acre tract, a distance of 809.23 feet to the northwest corner of said 2.76-acre tract;

THENCE South 12°16'22" East, along an easterly line of said 96.216-acre tract and the westerly line of said 2.76-acre tract, a distance of 155.30 feet to the southerly, southeast corner of said 96.216-acre tract and the southwest corner of said 2.76-acre tract, same being on the northerly line of aforesaid 379.73-acre Choctaw Creek Ranch, LLC tract;

THENCE South 75°44'10" West, along the southerly line of said 96.216-acre tract and the northerly line of said 379.73-acre tract, a distance of 899.94 feet to the **POINT OF BEGINNING** and containing 118.87 acres of land, more or less.

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy., Suite 210
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com



SEE SHEET 2 FOR LINE DATA TABLE

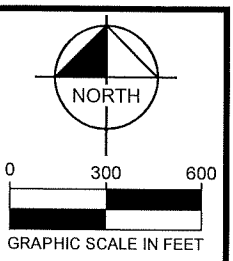
ANNEXATION EXHIBIT
SHARROD DUNMAN SURVEY, ABSTRACT NO. 329 AND PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
MICHAEL B. MARX
5181
PROFESSIONAL
LAND SURVEYOR

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 600'	MBM	KHA	03/01/2022	063451852	1 OF 2



LINE TABLE		
NO.	BEARING	LENGTH
L1	N15°28'27"E	327.30'
L2	N74°18'39"E	141.53'
L3	N84°04'21"E	235.92'
L4	N79°02'28"E	352.75'
L5	N50°33'09"E	150.52'
L6	N68°53'45"E	46.60'
L7	N86°01'45"E	17.14'
L8	S13°24'13"E	219.78'
L9	S15°36'01"E	183.95'
L10	S12°06'00"E	108.19'
L11	S12°27'14"W	86.17'
L12	S19°41'44"W	89.25'
L13	S31°51'34"W	120.10'
L14	S31°46'43"W	97.54'
L15	S13°36'49"W	135.39'
L16	S74°30'17"W	228.66'
L17	S14°46'55"E	244.67'
L18	S12°16'22"E	155.30'

NOTE:

This document was prepared under 22 TAC §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

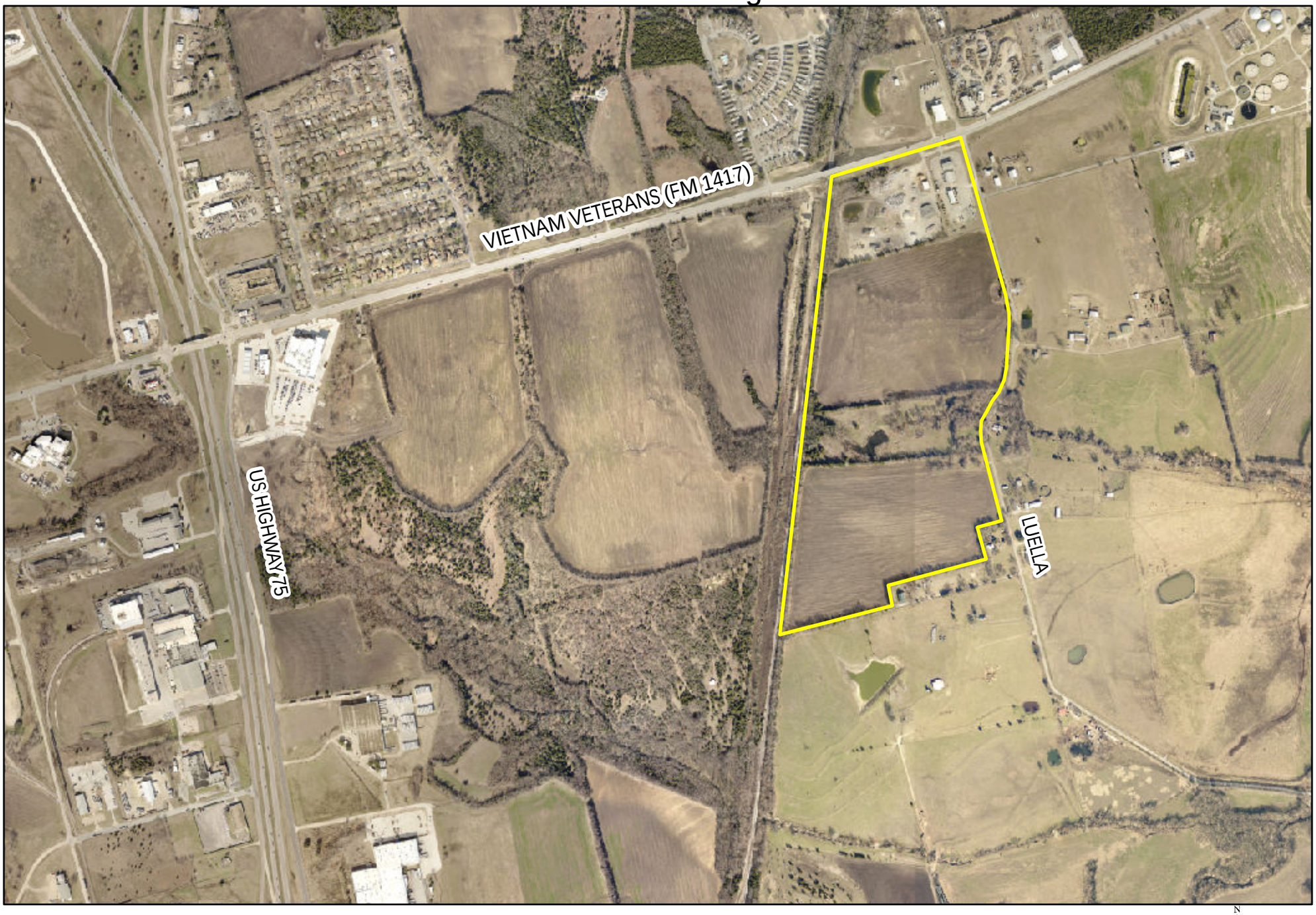
ANNEXATION EXHIBIT
SHARROD DUNMAN SURVEY, ABSTRACT NO. 329 AND PRESTON KITCHEN SURVEY, ABSTRACT NO. 667
GRAYSON COUNTY, TEXAS

MICHAEL MARX
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5181
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
michael.marx@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	MBM	KHA	03/01/2022	063451852	2 OF 2

Luella Crossing



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 2.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6479

Amending Ordinance No. 6395 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to a Specific Use Permit to Allow an Educational Facility/Preschool in a C-1 (Retail Business) District at 106B North Sunset Boulevard, being Lot 3, Block 1, Second Replat Part of Block 2, Westwood Village, (Owner's Manual for Life, MasterKey Education Facility, Owner; and Jarrod Parman, Bluestone Partners, LLC, Representative); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting an Amendment to a Specific Use Permit to allow an Educational Facility/Preschool in a C-1 (Retail Business) District at 106 B North Sunset Boulevard, being Lot 3, Block 1, Second Replat Part of Block 2, Westwood Village, (Owner's Manual for Life, MasterKey Education Facility, Owner; Jarrod Parman, Bluestone Partners, LLC, Representative; and Underwood Drafting & Surveying, Surveyor)

Background:

The property is located at 106 B North Sunset Boulevard, the northeast corner of Archer Drive and West Houston Street. The property is zoned a C-1 (Retail Business) District. The owner is requesting an amendment to the Specific Use Permit to allow an Educational Facility/Preschool in a C-1 (Retail Business) District.

The owner is presenting a new site plan for an Educational Facility/Preschool with a playground.

The following has been approved for this property:

- August 12, 1997 - Specific Use Permit to allow a private club in a C-1 (Retail Business) District.
- June 22, 2021 - Specific Use Permit to allow an Educational Facility/Preschool in a C-1 (Retail Business) District.

Origination:

Owner's Manual for Life, MasterKey Education Facility (Owner)
Jarrod Parman, Bluestone Partners, LLC (Representative)
Underwood Drafting & Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6479
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Existing Elevations
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6479

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING ORDINANCE NO. 6395 AND SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT AN AMENDMENT TO THE SPECIFIC USE PERMIT TO ALLOW AN EDUCATIONAL FACILITY/PRESCHOOL IN A C-1 (RETAIL BUSINESS) DISTRICT AT 106B NORTH SUNSET BOULEVARD, BEING LOT 3, BLOCK 1, SECOND REPLAT PART OF BLOCK 2, WESTWOOD VILLAGE (OWNER'S MANUAL FOR LIFE, MASTERKEY EDUCATION FACILITY, OWNER; AND JARROD PARMAN, BLUESTONE PARTNERS, LLC, REPRESENTATIVE) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, Owner's Manual for Life, MasterKey Education Facility (Owner) and Jarrod Parman, Bluestone Partners, LLC (Representative) concerning the property at 106B North Sunset Boulevard, being Lot 3, Block 1, Second Replat Part of Block 2, Westwood Village are granted an Amendment to the Specific Use Permit to allow an Educational Facility/Preschool in a C-1 (Retail Business) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General

Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(14) and Sec. 17)*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. Parking shall be provided for one space per 1.5 employees; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 8(5)(a) & Section 7, Subsection 10(b))*
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way or adjacent property. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. No fence is allowed in the front yard that exceeds 4 feet in height and must be decorative with openings in not less than fifty percent of the fence area. Chain link, woven wire mesh or similar materials are not considered decorative fencing and are prohibited. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(3))*
7. Dumpster enclosure must not be located within the setback area and must be screened so as not to be visible from any public street. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*
8. Shall provide mutual access agreement for the development before a permit will be issued.
9. Certificate of Occupancy Permit is required.
10. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

13. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

Additional Conditions:

14. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100

DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

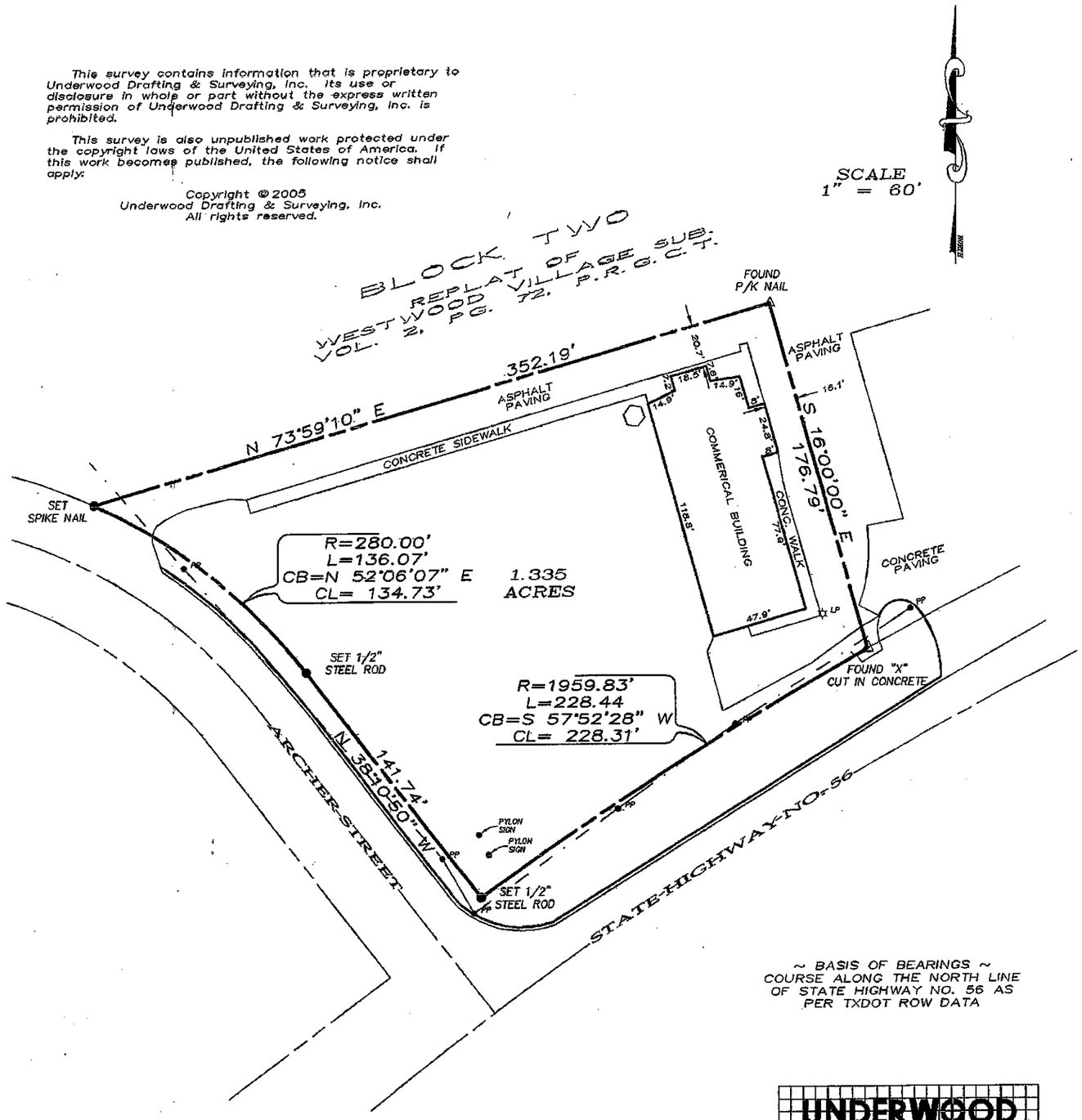
JOB NO A5020082

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2005
Underwood Drafting & Surveying, Inc.
All rights reserved.

SCALE
1" = 60'



~ BASIS OF BEARINGS ~
COURSE ALONG THE NORTH LINE OF STATE HIGHWAY NO. 56 AS PER TXDOT ROW DATA

LEGAL DESCRIPTION

Situated in the City of Sherman, Grayson County, Texas, being a part of Block Two of the Replat of Westwood Village Subdivision, an addition to the City of Sherman, as shown by plat of record in Volume 2, Page 72, of the Plat Records, Grayson County, Texas, and being more particularly described as follows:

Beginning at a ½" steel rod set at the intersection of the north right-of-way line of State Highway No. 56 with the east right-of-way line of Archer Street, said rod maintaining the most southerly southwest corner of said Block Two;

Thence North 38°10'50" West with said east right-of-way line a distance of 141.74 feet to a ½" steel rod set;

Thence in a northeasterly direction continuing with said east right-of-way line and a curve to the left having a radius of 280.00 feet and an arc length of 136.07 feet (chord bears North 52°06'07" West 134.73 feet) to a spike nail set for the northwest corner of the herein described tract;

Thence North 73°59'10" East a distance of 352.19 feet to a P/K nail found for the northeast corner of said herein described tract;

Thence South 16°00'00" East a distance of 176.79 feet to a found "X" cut in concrete in said north right-of-way line, said "X" being the southeast corner of said herein described tract;

Thence in a southwesterly direction of said north right-of-way line and a curve to the left having a radius of 1959.83 feet and an arc length of 228.44 feet (chord bears North 57°52'28" West 228.31 feet) to the Point-of-Beginning and containing 1.335 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and is correct and that there are no visible discrepancies, conflicts, shortages in area, or rights of way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

2/11/05

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SURVEY DATE: 2/09/05
DATE OF LAST REVISION: 2/11/05

EXHIBIT B

GENERAL NOTES

ADDITIONAL PARKING TO BE SHARED WITH WESTWOOD VILLAGE TO THE NORTH.

PAINT NEW 300' LONG STRIPE FOR PICK-UP LANE

EXISTING SLOPED PAVING

ASPHALT PAVING

N 73°59'10" E 352.19'

CONCRETE SIDEWALK

4'-0"

5'-0"

12'-0"

5'-0"

5'-0"

4'-0"

8'-0"

NEW, 1:12 SLOPED, ADA RAMP AND HAND

NEW DOUBLE DOOR

EXISTING 5-TON UNITS

NEW PAVED SIDEWALK

EXISTING BUILDING
1 STORY
AREA = 6,107 SF

PLAY KITCHEN TO BE PROVIDED

CEDAR HOUSE INSPIRATION

4' X 8' RAISED GARDEN BEDS

9' x 12' CEDAR HOUSE & PLAY KITCHEN

87'-6"

FRUIT TREES TO BE PLANTED

62'-3 3/4"

EXISTING 5-TON UNITS

PEA GRAVEL

BUILT-UP EARTH WITH CRAWL TUNNEL RUNNING THROUGH

39'-7"

400 SQ FT SAND PIT

20'-0"

TENSILE FABRIC STRUCTURE

20'-0"

3' WIDE, PAVED TRIKE COURSE

24'-7"

78'-1 3/4"

SHARED GATE

22'-4 1/2"

EXISTING PAVING

OPEN FIELD FOR AFTER-SCHOOL

10' SETBACK

4' TALL WROUGHT IRON FENCING ALL SIDES

43'-5 1/2"

64'-1 3/4"

25'-0"

25' SETBACK

ASPHALT PAVING

EXISTING ANGLED PARKING

S 16°00'00" E 176.79'

50'-0"

CONCRETE PAVING

10'-0"

1 DUMPSTER WITH 6' TALL CEDAR ENCLOSURE

EXISTING 5-TON UNIT

PP

PYLON SIGN

PYLON SIGN

N 38°10'50" W 141.74'

ARCHER STREET

STATE HIGHWAY NO. 56

N

F7 PLAN - PROPOSED SITE

Scale: 1/16" = 1'-0"

BLUESTONE
PARTNERS, LLC
4708 N. FM. 1417
Sherman, Texas 75092
903.813.1415
www.bluestonebuild.com

REGISTERED ARCHITECT
BLAKE R. HITCHCOCK
31450
STATE OF TEXAS

Mar 18, 2022

MasterKey Educational Facility

106 N. Sunset Blvd, Bldg B
Sherman, TX 75092

PERMIT SET

REVISIONS		
No.	DATE	NOTE
1	3/11/22	REV 1
2	3/18/22	REV 2

Drawn by:	J. N.
Checked by:	----
Project No:	----
Date:	Mar 18, 2022

Plan - Proposed Site

Sheet: A-001

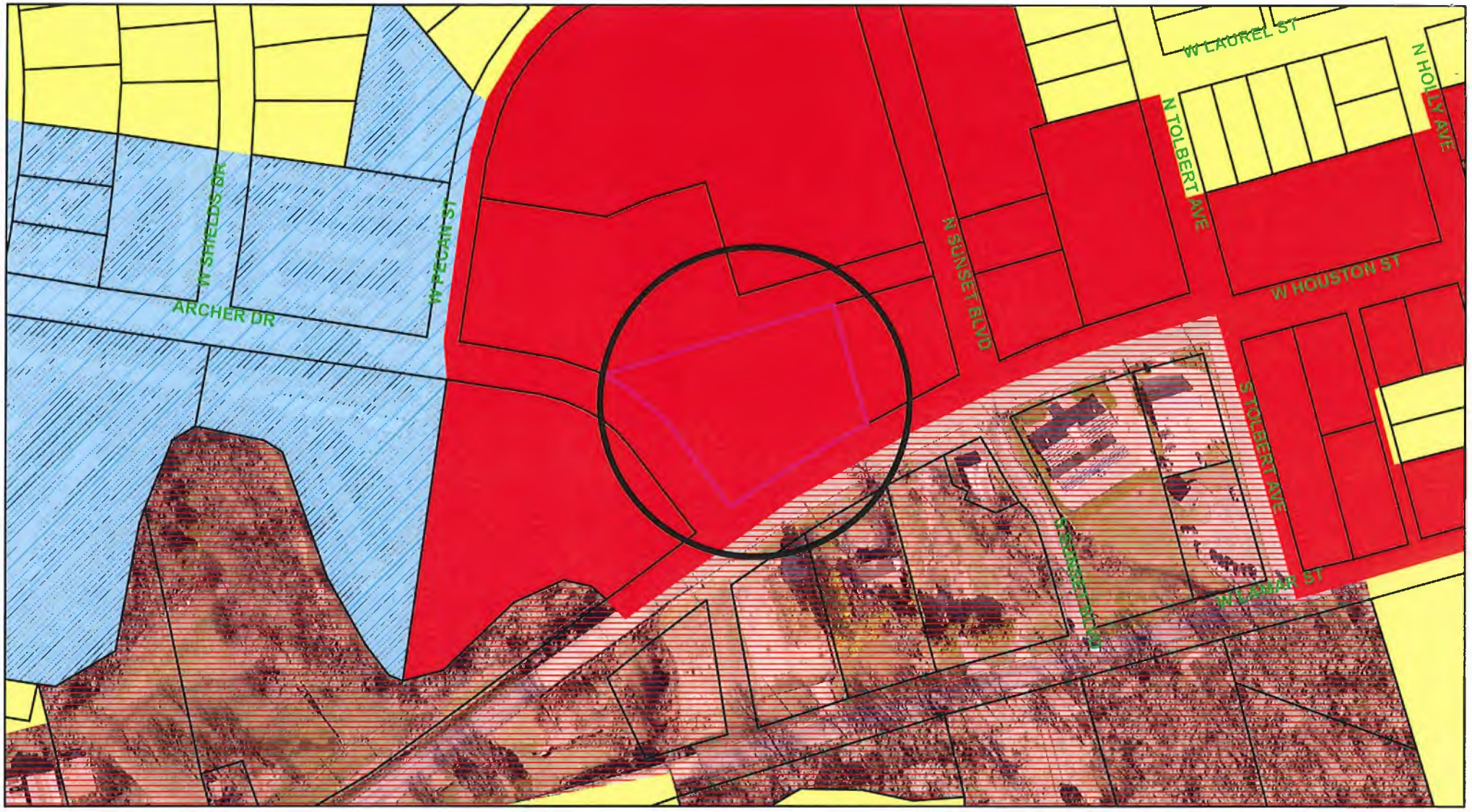
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

106-B North Sunset Boulevard

NOT TO SCALE

1 In = 200 ft



Zoning - 106-B North Sunset Boulevard

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Represenation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Disigrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

N
NOT TO SCALE

1 in = 200 ft

106-B North Sunset Blvd.

C3 BUILDING ELEVATION - WEST
Scale: 1/16" = 1'-0"

C6 BUILDING ELEVATION - SOUTH
Scale: N.T.S.

F3 BUILDING ELEVATION - EAST
Scale: N.T.S.

F6 BUILDING ELEVATION - NORTH
Scale: N.T.S.

BLUESTONE
PARTNERS, LLC
4708 N. FM. 1417
Sherman, Texas 75092
903.813.1415
www.bluestonebuild.com

REGISTERED ARCHITECT
BLAKE R. HITCHCOCK
31450
STATE OF TEXAS

Mar 18, 2022

MasterKey Educational Facility

106 N. Sunset Blvd, Bldg B
Sherman, TX 75092

PERMIT SET

REVISIONS		
No.	DATE	NOTE
2	3/18/22	REV 2

Drawn by:	J. N.
Checked by:	----
Project No:	----
Date:	Mar 18, 2022

Elevations - Building Photos

Sheet:
A-200

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

Owner's Manual For Life
Masterkey Educational Facility
106 N Sunset Blvd, Bldg B
Sherman, TX 75092

Jarrod Parham
4708 N FM 1417
Sherman, TX 75092

Bluestone Partners, LLC

Dear Applicants,

The request for an amendment to the Specific Use Permit and site plan approval to allow an Educational Facility/Preschool in a C-1 (Retail Business) District. located at 106 North Sunset Boulevard has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-1 (Retail Business) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.6; Sec. 7(14) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. Parking shall be provided for one space per 1.5 employees; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 8(5)(a) & Section 7, Subsection 10(b))*
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way or adjacent property. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. No fence is allowed in the front yard that exceeds 4 feet in height and must be decorative with openings in not less than fifty percent of the fence area. Chain link, woven wire mesh or similar materials are not considered decorative fencing and are prohibited. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(3))*
7. Dumpster enclosure must not be located within the setback area and must be screened so as not to be visible from any public street. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*
8. Shall provide mutual access agreement for the development before a permit will be issued.
9. Certificate of Occupancy Permit is required.
10. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
11. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

12. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

13. All requirements of the Floodplain Ordinance shall be followed. *Code of Ordinances Chapter 3, Article 3.12*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
Tom Pruitt, Utility Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 9.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

106 B NORTH SUNSET BOULEVARD

The request of Owner's Manual for Life, MasterKey Education Facility (Owner) and Jarrod Parman, Bluestone Partners, LLC (Representative) concerning the property at 106 North Sunset Boulevard, being Lot 3, Block 1, Second Replat Part of Block 2, Westwood Village, as follows:

Planning and Zoning Commission

Amendment to the Specific Use Permit and site plat approval to allow an Educational Facility/Preschool in a C-1 (Retail Business) District.

Background:

The property is located at 106 B North Sunset Boulevard, the northeast corner of Archer Drive and West Houston Street. The property is zoned a C-1 (Retail Business) District. The owner is requesting an amendment to the Specific Use Permit and site plan approval to allow an Educational Facility/Preschool with a playground in a C-1 (Retail Business) District.

The following has been approved for this property:

- August 12, 1997 - Specific Use Permit to allow a private club in a C-1 (Retail Business) District.
- June 22, 2021 - Specific Use Permit to allow an Educational Facility/Preschool in a C-1 (Retail Business) District.

Adjacent Zoning:

C-2 (General Commercial) District
C-1 (Retail Business) District

Origination:

Owner's Manual for Life, MasterKey Education Facility (Owner)
Jarrod Parman, Bluestone Partners, LLC (Representative)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

4

Objections Received:

1

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Plat
Site Plan / Elevations
Existing Elevations
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 3.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6480

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Communication Tower in the Blalock Industrial Park at 2600 West Travis Street, being 10 acres in the Elizabeth Jones Survey, Abstract No. 625 (City of Sherman, Owner; Christopher Pickering, Representative; Forrest Unterbrink, Enertech, Graduate Engineer; Nathan Ross, Valmont Structures, Professional Engineer; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit to allow a to Allow Communication Tower in the Blalock Industrial Park at 2600 West Travis Street, being 10 acres in the Elizabeth Jones Survey, Abstract No. 625 (City of Sherman, Owner; Christopher Pickering, Representative; Forrest Unterbrink, Enertech, Graduate Engineer; Nathan Ross, Valmont Structures, Professional Engineer; and Underwood Drafting and Surveying, Surveyor)

Background:

The property is located at 2600 West Travis Street at the southwest corner of Travis Street and Northgate Drive. The property is located in the Blalock Industrial Park.

The City of Sherman would like to install antennas and public safety communication equipment on a new 79' monopole tower. The proposed tower shall be used exclusively for emergency services. No commercial carrier equipment shall be installed on the structure.

The following has been approved for this property:

- July 20, 2021 - Site plan approval and Exception under Ordinance No. 2252 Article IV Section 410 (2)(a), (2)(g)(i), (2)(j), and Section 510 to allow a Sherman Police Department Headquarters with a 55’ setback from the east property line in lieu of the required 100’ required from any road, street or arterial highway in the Blalock Industrial Park.
- April 19, 2022 - Variance under Ordinance No. 2280, Section 7, Subsection (15)(c)(1) to allow a 79’ tall monopole tower in the Blalock Industrial Park.

Origination:

City of Sherman (Owner)
Christopher Pickering (Representative)
Forrest Unterbrink, Enertech (Graduate Engineer)
Nathan Ross, Valmont Structures (Professional Engineer)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6480
Exhibit A-Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Site Plan
Site Plan - Monopole
Detail Site Plan
Tower Description
Pier Foundation Layout
Tower Elevation
Dispatch Tower Zoning Map
Title Sheet
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6480

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A COMMUNICATION TOWER IN THE BLALOCK INDUSTRIAL PARK AT 2600 WEST TRAVIS STREET, BEING 10 ACRES IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625 (CITY OF SHERMAN, OWNER; CHRISTOPHER PICKERING, REPRESENTATIVE; FORREST UNTERBRINK, ENERTECH, GRADUATE ENGINEER; NATHAN ROSS, VALMONT STRUCTURES, PROFESSIONAL ENGINEER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, City of Sherman (Owner), Christopher Pickering (Representative), Forrest Unterbrink, Enertech (Graduate Engineer), Nathan Ross, Valmont Structures (Professional Engineer) and Underwood Drafting and Surveying (Surveyor) concerning the property at 2600 West Travis Street, being 10 acres in the Elizabeth Jones Survey, Abstract No. 625 are granted a Specific Use Permit to allow a Communication Tower in the Blalock Industrial Park and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280 and 2252, the regulations applicable to the Blalock Industrial Park.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. Appropriate signage for hazards and contact information must be located at the site and visible at all times. Contact the Fire Marshal for direction.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. A Specific Use Permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
9. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Tower shall meet all FAA airspace requirements.

Additional Conditions:

12. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this

Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

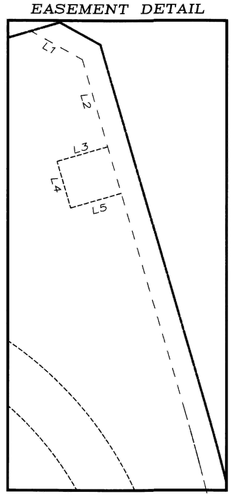
APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

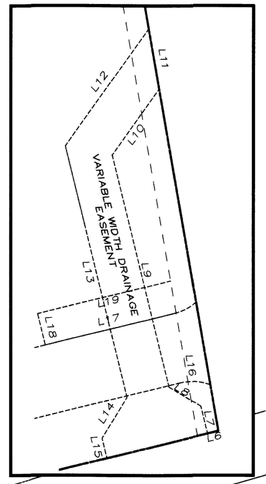
EXHIBIT A

JOB NO. 20080658

EASEMENT DETAIL



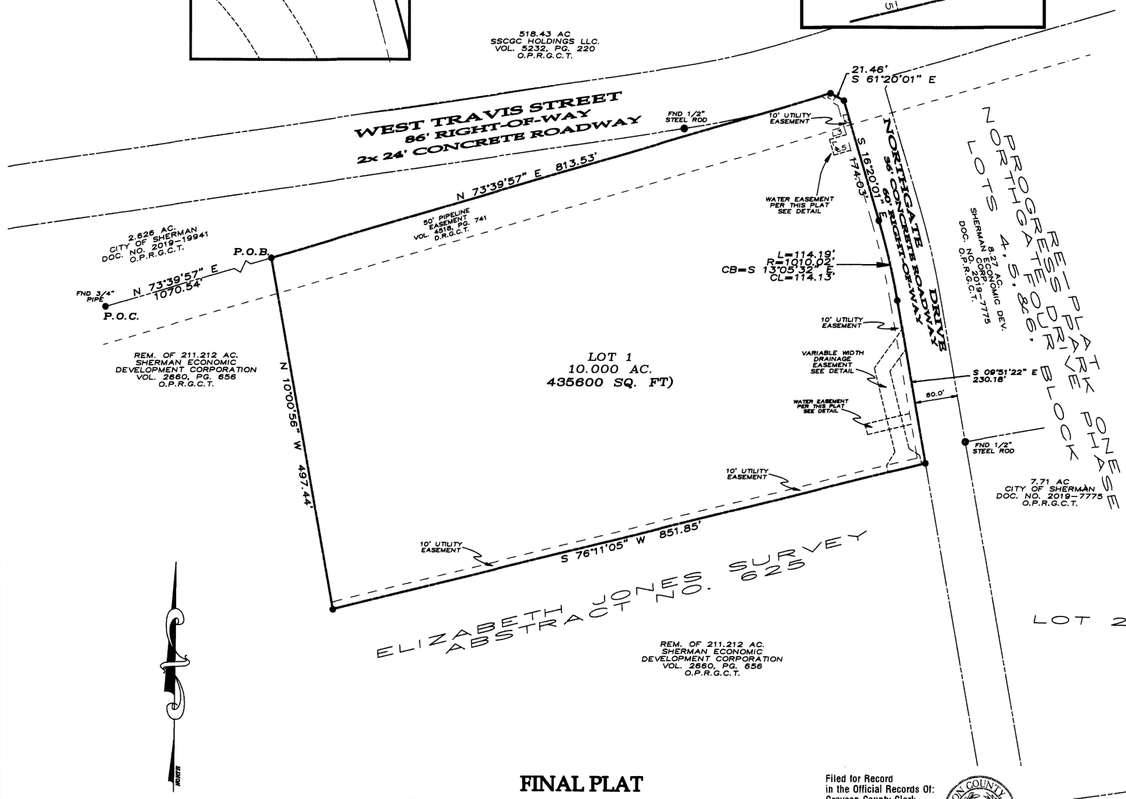
EASEMENT DETAIL



LINE CHART

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 61°20'01" E	22.93'
L2	S 16°20'01" E	42.18'
L3	S 73°39'59" W	24.50'
L4	N 16°20'01" W	22.50'
L5	N 73°39'59" E	24.50'
L6	S 76°11'05" W	5.19'
L7	N 13°48'55" W	13.09'
L8	N 58°48'55" W	17.68'
L9	N 13°48'55" W	111.00'
L10	N 16°08'58" E	37.69'
L11	N 09°51'22" W	28.38'
L12	N 16°20'01" W	97.83'
L13	S 13°48'55" E	150.28'
L14	S 13°48'55" E	20.00'
L15	S 13°48'55" E	9.43'
L16	N 09°51'22" W	38.14'
L17	S 76°11'05" W	58.74'
L18	N 13°48'55" W	115.00'
L19	N 76°11'05" E	83.27'



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

FINAL PLAT
SHERMAN PD ON WEST TRAVIS ADDITION

Being a all of a 10.0 acre tract of Land in the Elizabeth Jones Survey, Abstract Number 625. Being in the City of Sherman, Grayson County, Texas. Containing 10.00 acres of land

06-23-21

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 1/13/2022 3:21:37 PM
In the PLAT Records
SHERMAN PD ADDN
Doc Number: 2022-5
Number of Pages: 2
Amount: 75.00
Order#: 20220113000131
By: MM

GRAPHIC SCALE

100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

OWNERS/DEVELOPER
CITY OF SHERMAN
220 W. MULBERRY
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 2 22150

JOB NO. 20080658

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Elizabeth Jones Survey, Abstract No. 625, and being all of the same tract of land described as 10.0 acres conveyed to The City of Sherman by deed recorded in Document Number 2020-30104, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Commencing at a found 3/4" pipe at the Northwest corner of said 211.212 acre tract

Thence North 73°39'57" East a distance of 1070.54 feet to a set 1/2" steel rod, the True Point-of-Beginning;

Thence North 73°39'57" East, a distance of 813.53 feet to a set 1/2" steel rod;

Thence South 61°20'01" East, a distance of 21.46 feet to a set 1/2" steel rod;

Thence South 16°20'01" East, a distance of 174.03 feet to a set 1/2" steel rod;

Thence with a tangent curve to the right having a radius of 1010.02 feet, (chord bears South 13°05'32" East, a distance of 114.13 feet) an arc length of 114.19 feet to a set 1/2" steel rod;

Thence South 09°51'22" East, a distance of 230.18 feet to a set 1/2" steel rod;

Thence South 76°11'05" West, a distance of 851.85 feet to a set 1/2" steel rod;

Thence North 10°00'56" West, a distance of 497.44 feet to the Point-of-Beginning and containing 10.000 acres of land.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, SHERMAN PD ON WEST TRAVIS ADDITION, an addition to the City of Sherman, Texas, was submitted to the City Council on the 16th day of August 2021, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 28th day of December ,2021.

Linda Ashley
Clerk, City of Sherman, Texas

CITY OF SHERMAN TEXAS

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

12/17/2021
Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709
Date

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, CITY OF SHERMAN, do hereby adopt this plat designating the hereinabove property as the SHERMAN PD ON WEST TRAVIS ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this 27th day of December ,2021.

CITY MANAGER
ROBBY HEFTON

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, ROBBY HEFTON known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of December , 2021.

Notary Public in and for
the State of Texas
Commission Expires: 09/12/2024

AMBER DOAN
Notary Public, State of Texas
Comm. Expires 09-12-2024
Notary ID 12467837-6

ACCEPTANCE

Approved this 20th day of July ,2021, by the City Planning Commission to the City of Sherman, Texas.

Chairman
Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas
12/28/2021
Date

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, CITY OF SHERMAN, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as SHERMAN PD ON WEST TRAVIS ADDITION, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property, and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at SHERMAN PD ON WEST TRAVIS STREET, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS 27th DAY OF December , 2021

BY: CITY MANAGER
ROBBY HEFTON

BY:

FINAL PLAT
SHERMAN PD ON WEST TRAVIS ADDITION

Being a all of a 10.0 acre tract of Land in the Elizabeth Jones Survey, Abstract Number 625. Being in the City of Sherman, Grayson County, Texas. Containing 10.00 acres of land

06-23-21

OWNERS/DEVELOPER
CITY OF SHERMAN
220 W. MULBERRY
SHERMAN, TX 75092

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS 75021

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

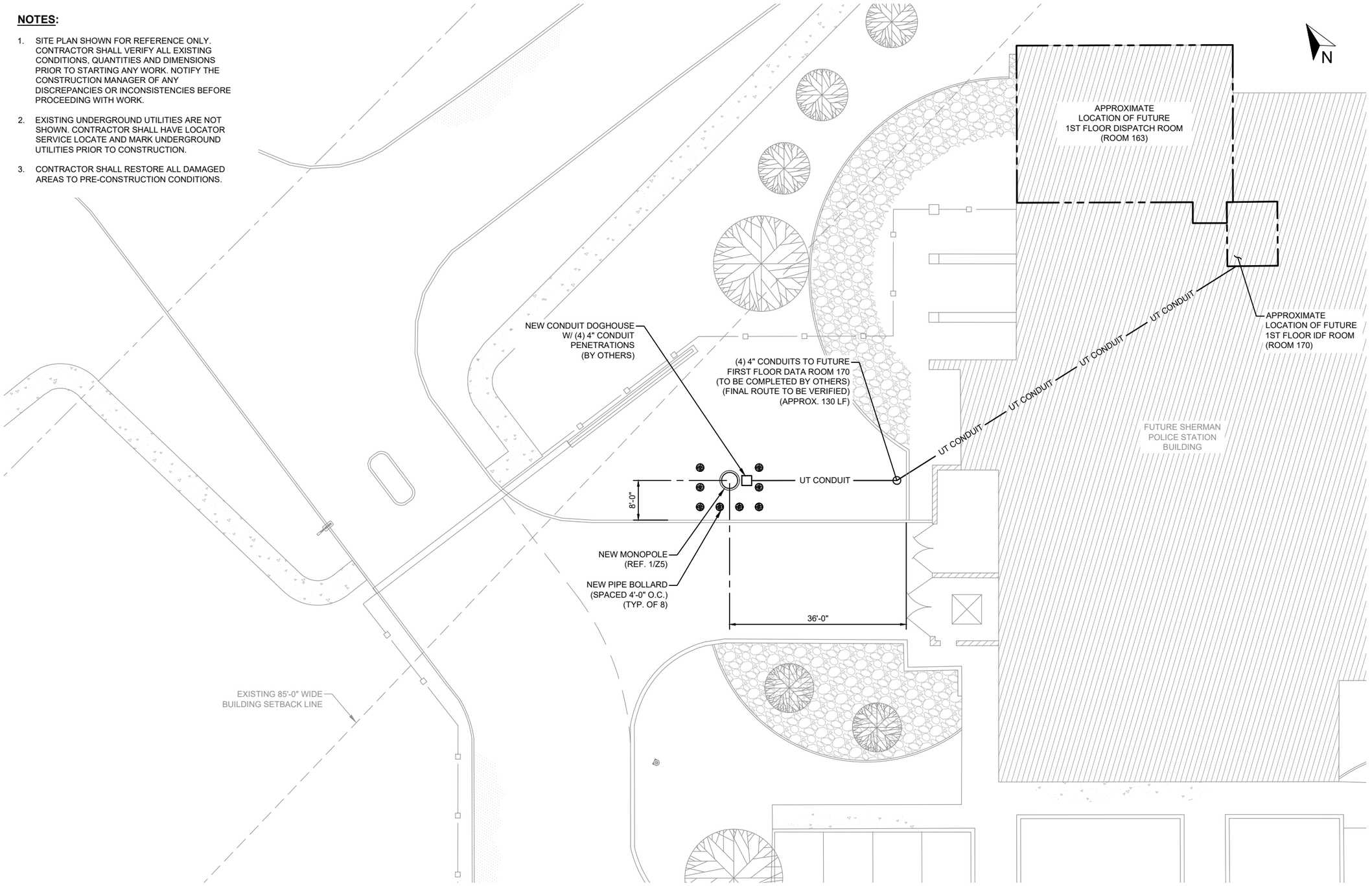
SHEET 2 OF 2

E-9-486

EXHIBIT B

NOTES:

1. SITE PLAN SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES AND DIMENSIONS PRIOR TO STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH WORK.
2. EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR SHALL HAVE LOCATOR SERVICE LOCATE AND MARK UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS TO PRE-CONSTRUCTION CONDITIONS.



1 NEW DETAILED SITE PLAN
SCALE: 1" = 20'
20' 0' 10' 20'

ISSUED FOR ZONING

DISPATCH TOWER

MOTOROLA SOLUTIONS

ENERTECH an ONTIVITY company
TEXAS FIRM F-15232

SET ISSUED FOR	DATE
ZONING	03/18/22

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY	REVIEWED BY
FBU	DBS

NEW DETAILED SITE PLAN

Z4

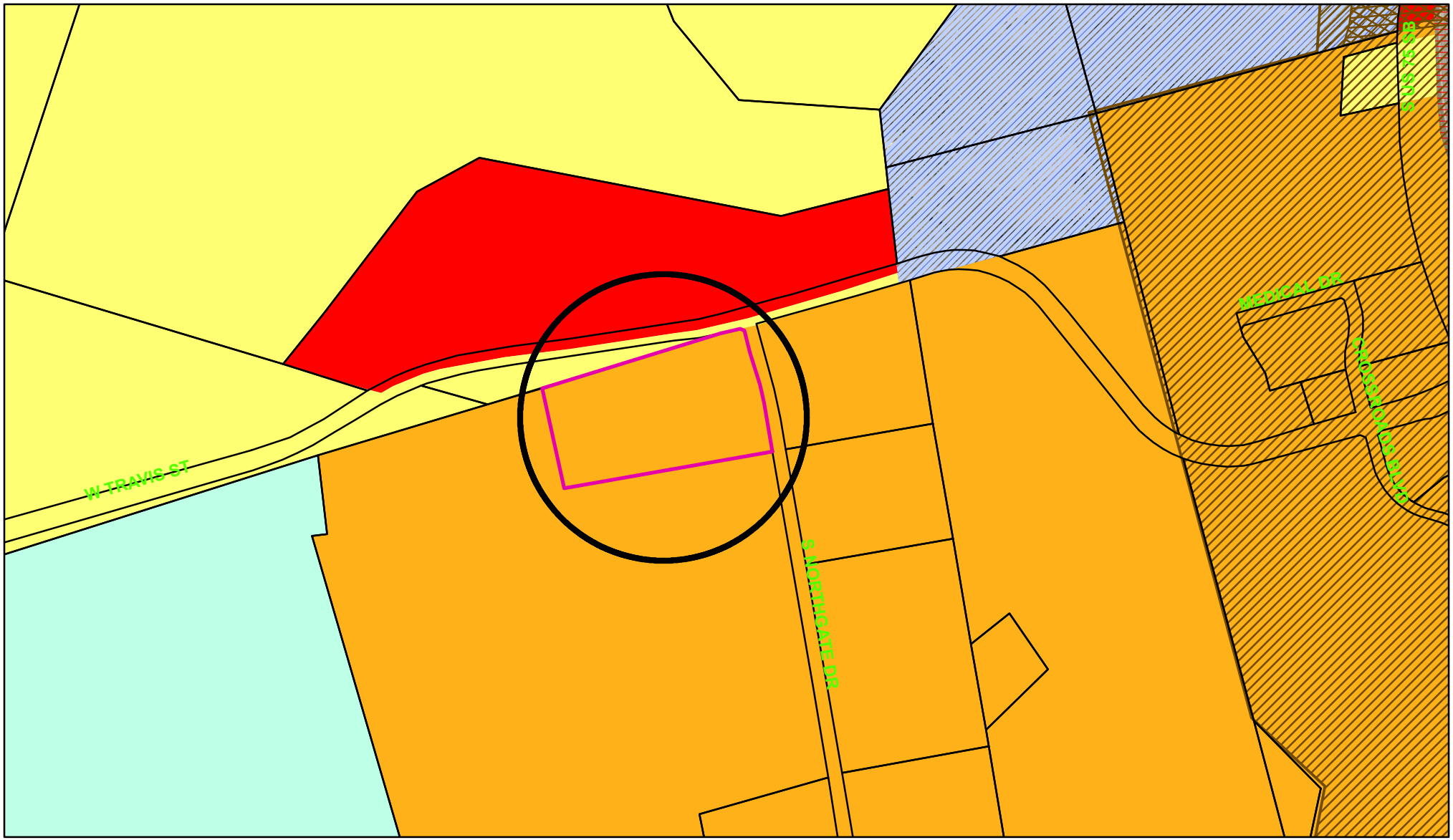
2600 West Travis Street

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 600 ft



Zoning - 2600 West Travis Street

Legend

Special Districts Overlay
DISTRICT_NAME
- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 600 ft

2600 West Travis Street

March 21, 2022

City of Sherman, Texas
Developmental Services
220 West Mulberry Street
P.O. Box 1106
Sherman, Texas 75091

Subject: City of Sherman, Texas – Public Safety Communications Project, Sherman Police Department Dispatch, West Travis and Northgate Drive Sherman, Texas 75090

To City of Sherman Developmental Services,

Enertech is pleased to submit the following completed zoning application and development application checklist. The purpose of this project is to install new antennas and public safety communication equipment on a new 79'-0" monopole tower within Blalock Industrial Park (BIP) zoning district. The proposed tower shall be used exclusively for emergency services. No commercial carrier equipment shall be installed on structure. Per Rob Rae's comments from March 10, 2022 preapplication meeting, we shall apply for a Exception/Variance, New Specific Use Permit, and Site Plan.

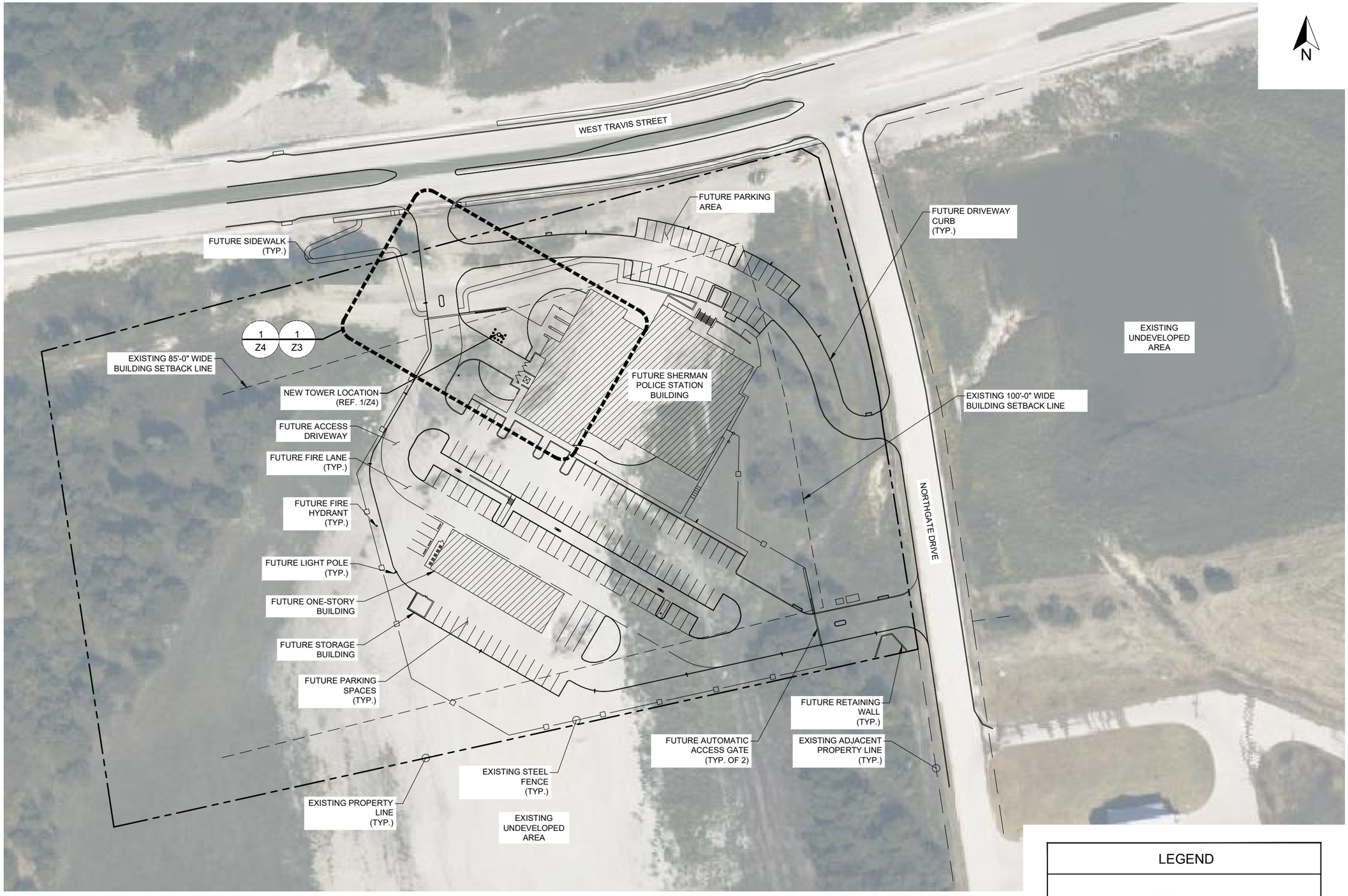
Enclosed in application you shall find the following for your review:

- Cover letter
  - Completed Development Application Checklist
    - Development Application Checklist Letter
    - Preapplication Meeting Letter
    - Property Survey Map
    - Zoning Drawings
  - Completed Zoning Application

If you have any questions or require any additional information to facilitate review and approval for this project, I will gladly provide any assistance.

Sincerely,

Forrest Unterbrink
Graduate Engineer, EIT
5920 W. William Cannon Dr Bldg 1, Suite 102 | Austin, TX 78749
O: 830-387-4502 | M: 361-720-1151
forrest.unterbrink@enertechresources.com



1 SITE PLAN
SCALE: 1" = 100'

100' 0' 50' 100'

LEGEND	
	SETBACK LINE
	STEEL FENCE
	PROPERTY LINE
	ADJACENT PROPERTY LINE

ISSUED FOR ZONING

DISPATCH TOWER

MOTOROLA SOLUTIONS

ENERTECH an ONTIVITY company
TEXAS FIRM F-15232

SET ISSUED FOR	DATE
ZONING	03/18/22

REVISIONS

NO.	DATE	DESCRIPTION

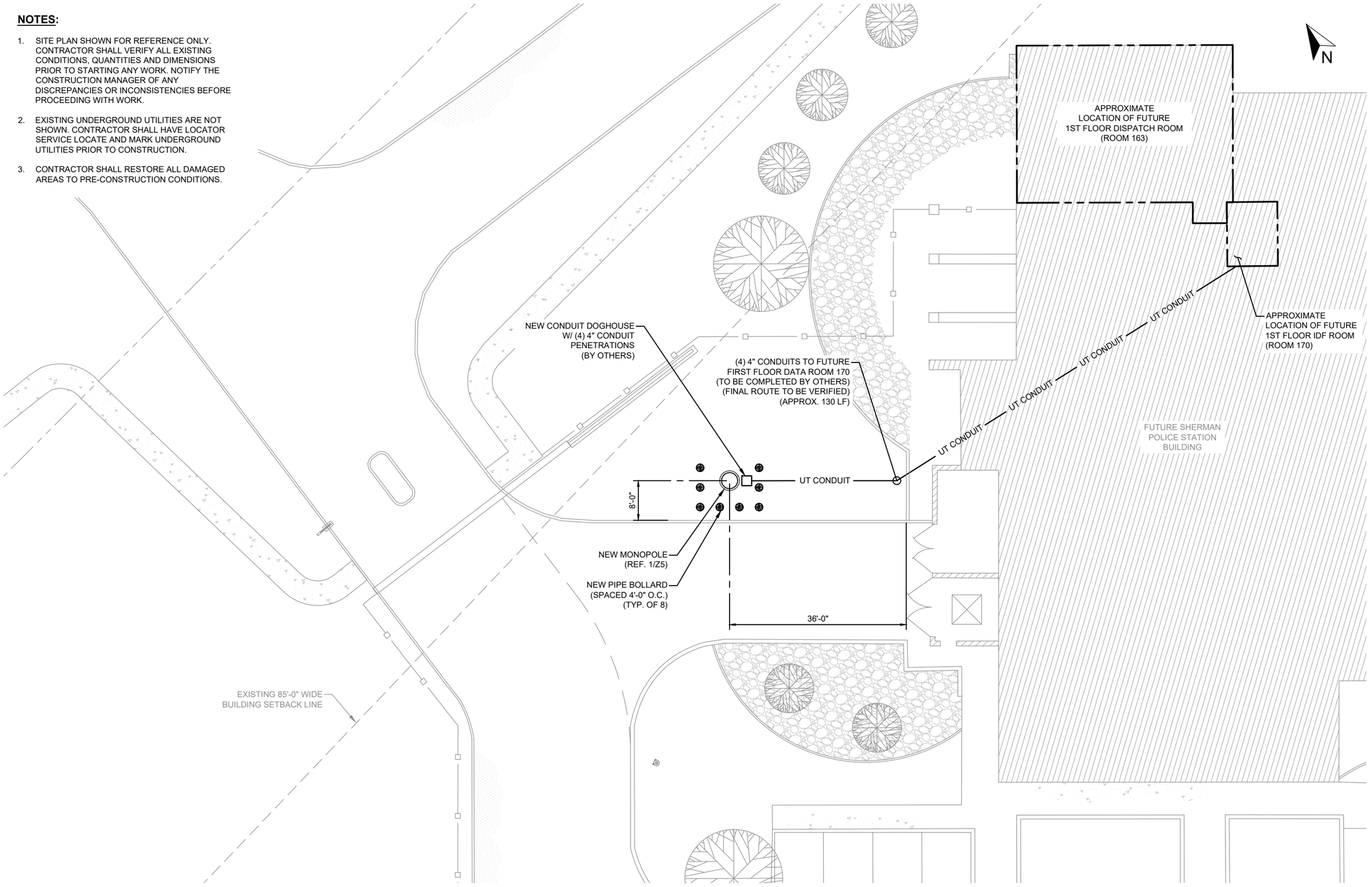
DRAWN BY	REVIEWED BY
FBU	DBS

SITE PLAN

Z2

NOTES:

1. SITE PLAN SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES AND DIMENSIONS PRIOR TO STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH WORK.
2. EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR SHALL HAVE LOCATOR SERVICE LOCATE AND MARK UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS TO PRE-CONSTRUCTION CONDITIONS.



1 NEW DETAILED SITE PLAN
SCALE: 1" = 20'

20' 0' 10' 20'

ISSUED FOR ZONING

DISPATCH TOWER

MOTOROLA SOLUTIONS

ENERTECH an ONTIVITY company
TEXAS FIRM F-15232

SET ISSUED FOR	DATE
ZONING	03/18/22

REVISIONS

NO.	DATE	DESCRIPTION

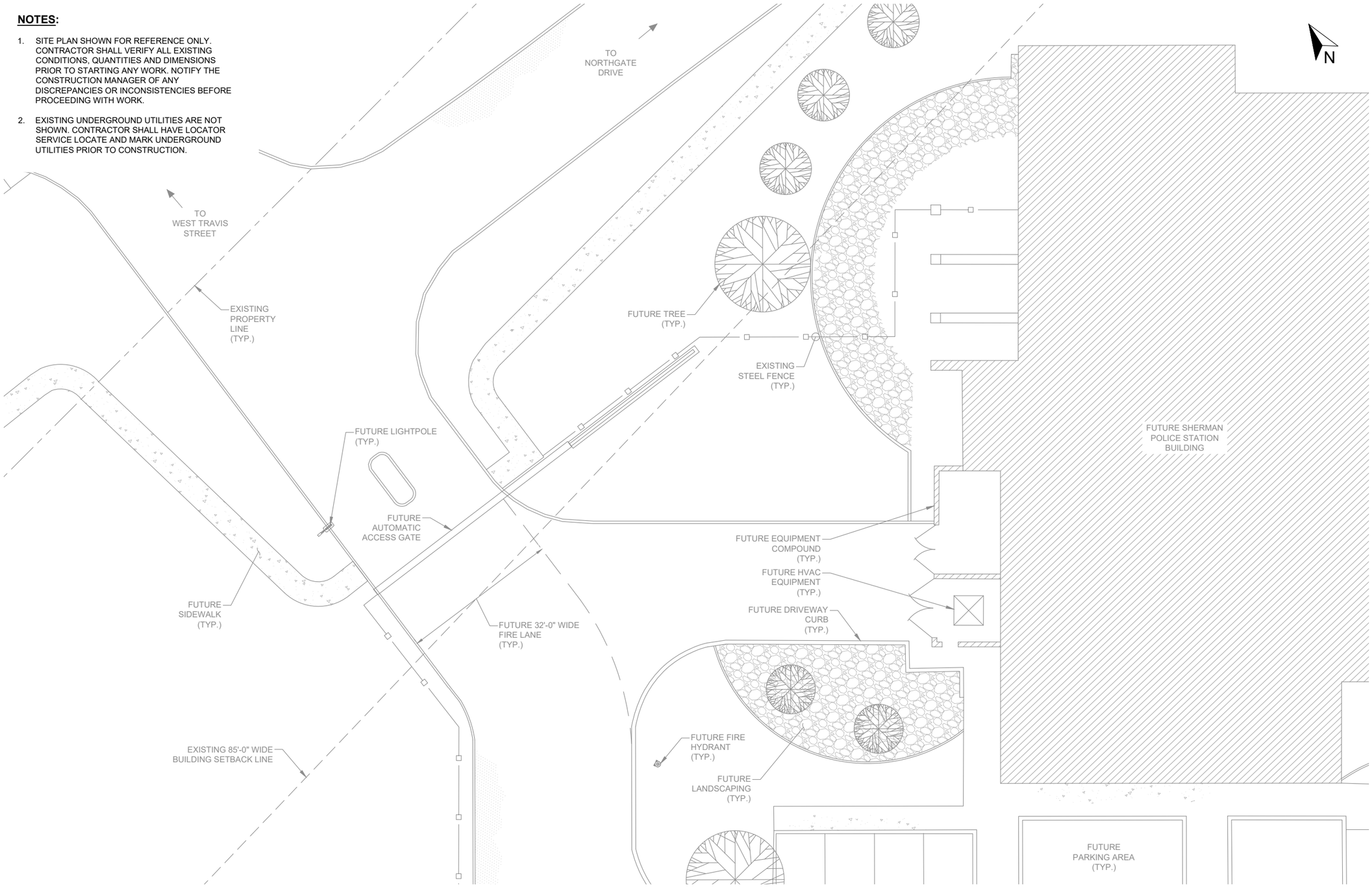
DRAWN BY	REVIEWED BY
FBU	DBS

NEW DETAILED SITE PLAN

Z4

NOTES:

1. SITE PLAN SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES AND DIMENSIONS PRIOR TO STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH WORK.
2. EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR SHALL HAVE LOCATOR SERVICE LOCATE AND MARK UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.



1 EXISTING DETAILED SITE PLAN

SCALE: 1" = 20'

20' 0' 10' 20'

ISSUED FOR ZONING

DISPATCH TOWER

MOTOROLA SOLUTIONS

ENERTECH an ONTIVITY company
TEXAS FIRM F-15232

SET ISSUED FOR	DATE
ZONING	03/18/22

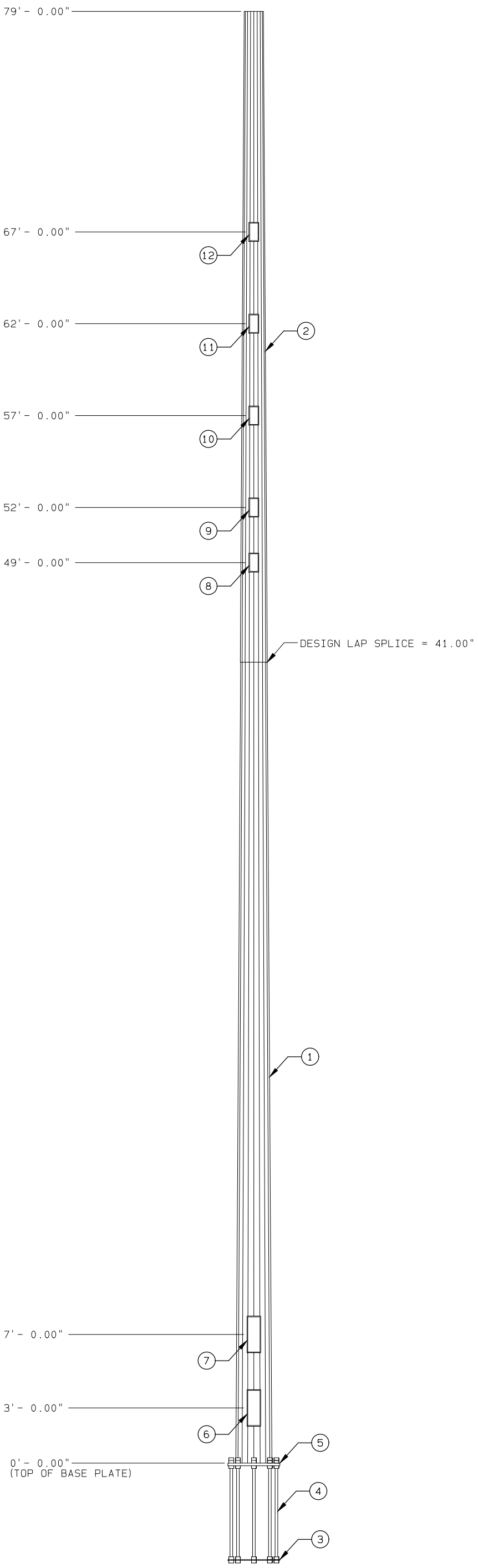
REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY	REVIEWED BY
FBU	DBS

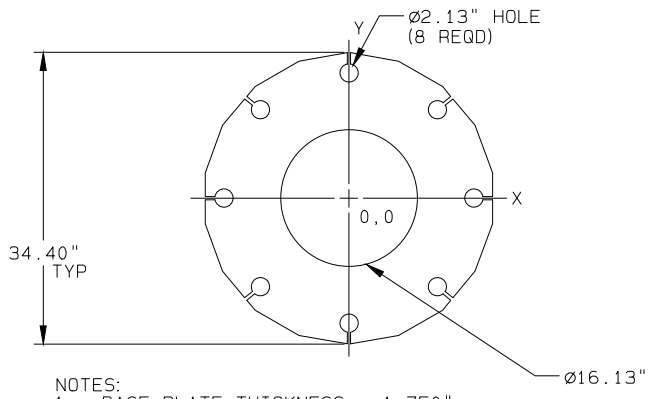
EXISTING DETAILED SITE PLAN

Z3



ITEM ID	NO. REQD	FEATURES	UNIT WEIGHT (LBS)	WEIGHT (LBS)
1	1	SECTION A VALMONT S-22 0.188" THK (A572 GR65)	1,885	1,885
2	1	SECTION B VALMONT S-22 0.188" THK (A572 GR65)	1,057	1,057
3	1	BOTTOM CAGE PLATE	59	59
4	8	1.75" ANCHOR BOLT, LENGTH=5.50' A615 GR75	64	508
5	1	BASE PLATE VALMONT S-56 1.750" THK (A572 GR50)	264	264
	1	TOP CAGE PLATE (REMOVE BEFORE SETTING POLE)	79	79
	1	SAFETY CLIMBING CABLE (LENGTH = 69.00')	72	72
	3	GROUNDING LUG	2	6
		GALVANIZING	112	112
	85	STEP AND CLIP (VALMONT STANDARD)	1	85
6	1	HAND HOLE HVY (9" x 24")	52	52
7	1	HAND HOLE HVY (9" x 24")	52	52
8	1	HAND HOLE STD (6" x 12")	11	11
9	2	HAND HOLE STD (6" x 12")	11	22
10	1	HAND HOLE STD (6" x 12")	11	11
11	1	HAND HOLE STD (6" x 12")	11	11
12	2	HAND HOLE STD (6" x 12")	11	22
	1	POLE CAP	10	10

HOLE COORDS (INCHES)	
X-COORD	Y-COORD
14.75	0.00
10.43	10.43
0.00	14.75



NOTES:
1. BASE PLATE THICKNESS = 1.750"
2. BASE PLATE ALLOWABLE STRESS (KSI) = 50
3. ANGLES ARE MEASURED CLOCKWISE FROM 0 DEGREES
4. BOLT CIRCLE DIAMETER = 29.50"
5. CAGE TEMPLATE DIAMETER = 33.00"

BASE PLATE / ANCHORAGE CHARACTERISTICS

NOTES:

1. FACTORED BASE REACTIONS
   MOMENT = 3,397 IN-KIPS
   SHEAR = 5,110 #
   VERTICAL = 7,875 #
2. GALVANIZED PER ASTM A-123.
3. DESIGN CRITERIA: TIA-222-H
4. THIS STRUCTURE HAS BEEN DESIGNED FOR THE FOLLOWING LOADING:
   EXPOSURE CATEGORY = C
   TOPOGRAPHY CATEGORY = 1
   RISK CATEGORY = III
   SITE ELEVATION = 766 FT
   EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT SHORT PERIODS SS = 0.16
   EARTHQUAKE SPECTRAL RESPONSE ACCELERATION AT ONE SECOND S1 = 0.07
   EARTHQUAKE SITE CLASS = C
   WIND LOAD CASES ARE BASED ON 3 SECOND GUST AND 1700 YEAR MRI
   A. CASE 1: WIND = 112 MPH WIND SPEED
   B. CASE 2: WIND = 30 MPH ICE AND WIND SPEED
      DESIGN ICE THICKNESS = 1.50 IN
   C. CASE 3: WIND = 60 MPH WIND SPEED
   D. CASE 4: SEISMIC
   E. CASE 5: SEISMIC
   F. EQUIPMENT

DESCRIPTION	ABP MTG HT. (FT)	ABP CENTROID HT. (FT)	WITHOUT ICE EPA (FT**2)	WITHOUT ICE WT (LBS)	WITH ICE EPA (FT**2)	WITH ICE WT (LBS)
1-DS7B03CS36UN	64.00	65.50	0.32	7	1.37	24
1-SP7C03CS36UN	59.00	60.50	0.32	7	1.37	24
1-WHITE STROBE LIGHTS	79.00	79.00	2.70	35	3.17	71
1-1/2" X 4' LIGHTNING ROD LIGH	79.00	81.00	0.20	14	1.27	38
2-DS1X00CS36U-N DBSPECTRA	69.00	71.25	2.48	44	4.52	160
2-DS1X00CS36U-N DBSPECTRA	54.00	56.25	2.48	44	4.48	157
1-4' HIGH PERFORMANCE MICROWAV	49.00	49.00	18.45	282	22.21	585
2-SP1 BOG6 MOUNTS	69.00	69.00	18.00	954	36.72	1683
1-SP1 BOG6 MOUNTS	64.00	64.00	9.00	477	18.30	838
1-SP1 BOG6 MOUNTS	59.00	59.00	9.00	477	18.23	835
2-SP1 BOG6 MOUNTS	54.00	54.00	18.00	954	36.30	1664

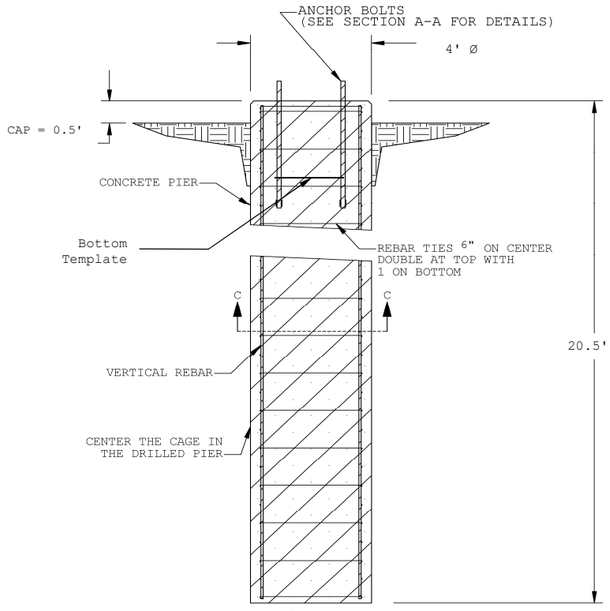
5. FEEDLINES ARE PLACED INTERIOR TO THE POLE SHAFT (UNLESS NOTED OTHERWISE)
6. TOTAL POLE HEIGHT IS 80 FT AGL
7. ELEVATIONS ARE MEASURED FROM TOP OF BASE PLATE (APPROX. 1 FT AGL)
8. 18 SIDED SHAFT
9. DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF SHERMAN
10. ALTHOUGH RARE, VIBRATIONS SEVERE ENOUGH TO CAUSE DAMAGE CAN OCCASIONALLY OCCUR IN STRUCTURES OF ALL TYPES. BECAUSE THEY ARE INFLUENCED BY MANY INTERACTING VARIABLES, VIBRATIONS ARE GENERALLY UNPREDICTABLE. THE USER'S MAINTENANCE PROGRAM SHOULD INCLUDE OBSERVATION FOR EXCESSIVE VIBRATION AND EXAMINATION FOR ANY STRUCTURAL DAMAGE OR BOLT LOOSENING. THE VALMONT WARRANTY SPECIFICALLY EXCLUDES FATIGUE FAILURE OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION OR RESONANCE ASSOCIATED WITH MOVEMENT OF AIR CURRENTS AROUND THE PRODUCT.

SECTION INFORMATION					
ITEM ID	LENGTH	BASE OD	TOP OD	THK	MATL
1	47'- 0.00"	23.50"	16.73"	0.188"	A572 65 KSI
2	35'- 5.00"	17.60"	12.50"	0.188"	A572 65 KSI

ORDER	PROJECT	FILE ID	SCALE	DATE	ENGR
534311		534311-P1	NONE	02/02/22	CR71

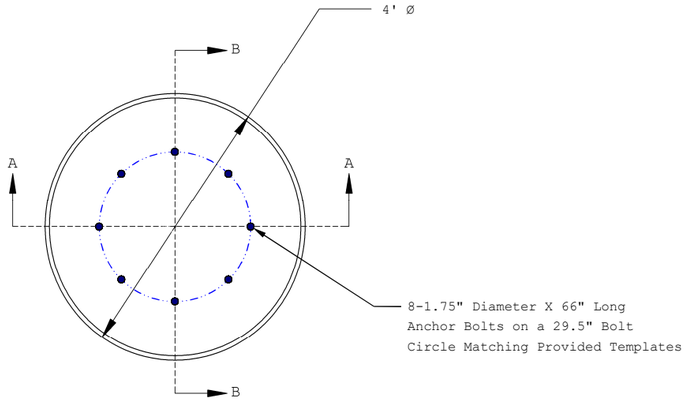
DESCRIPTION
MOTOROLA 79.0' POLE, SITE: SHERMAN POLICE DEPT, SHERMAN, TX

valmont



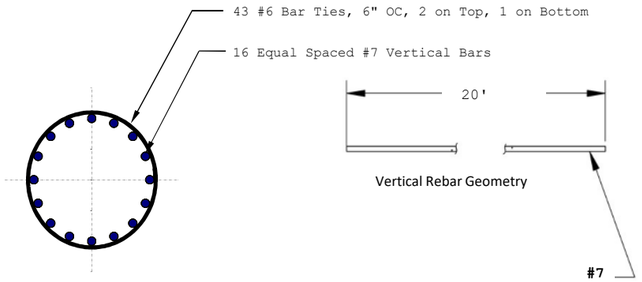
Section B-B

Pier Elevation
(No Scale)



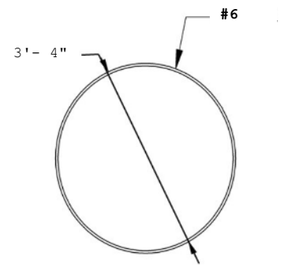
Foundation & Anchor Bolt Layout Plan

(No Scale)

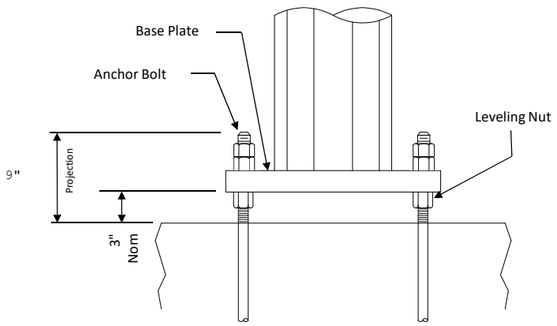


Section C-C

Pier Rebar Layout
(No Scale)



Rebar Tie Geometry



Section A-A Typ

Anchor Bolt Elevation
(No Scale)

Note:
Extreme care should be taken to ensure that all leveling nuts are level with respect to each other prior to erection of the structure. Anchor bolts shall extend through the top nut completely, fully engaging all nut threads. Distance from top of concrete to bottom of leveling nut shall not exceed the diameter of the anchor bolt.

Special Inspection

1. Inspection of reinforcing steel and placement (periodic).
2. Inspection of anchor bolts cast in concrete (periodic).
3. Verifying use of required mix design (periodic).
4. At the time fresh concrete is sampled to fabricate specimens for strength tests; perform slump and air content tests and determine temperature of concrete (continuous).
5. Inspection of concrete placement for proper application techniques (continuous).
6. Verify excavations are extended to proper depth and have reached proper material (periodic).
7. Observe drilling operations and maintain complete and accurate records for each element (continuous).
8. Verify placement locations and plumbness, confirm element diameters, lengths, and adequate end-bearing strata capacity; record concrete volume (continuous).
9. Inspect formwork for shape, location, and dimensions of the concrete member being formed (periodic).

General Notes: Drilled Pier

1. Prior to excavation, check the area for underground facilities.
2. All reinforcing shall be deformed bars conforming to ASTM A615 Grade 60 (60,000 psi min. yield) and shall be provided by the foundation contractor.
3. All concrete shall have a minimum compressive strength of 4500 psi @ 28 days. The requirement for the concrete shall be as given in the ACI "Building Code Requirements for Reinforced Concrete", ACI 318, the latest edition.
4. Trowel top of pedestal smooth.
5. Steel reinforcement and concrete should be placed immediately upon completion of the pier excavations. Contractor shall not allow a cold joint to form in the pier. Portion above grade should be formed. Temporary casing may be required to prevent caving prior to concrete placement.
6. Ground water was not encountered below grade during boring.
7. Concrete is assumed to weigh 150 pcf.
8. Estimated concrete volume = 9.6 cubic yards total.
9. Design Based on the following loads from installation drawing for order No: 534311.

Factored Moment =	**3397 in-kips**
Factored Shear =	**5.11 kips**
Factored Download =	**7.88 kips**

10. Reference: ECS Project Number 19:8099 dated November 12, 2020
11. Concrete shall be placed using a tremie to the depth indicated on the foundation drawing.
12. Anchor bolts to be ASTM A615, Gr. 75 ksi.
13. Ref Soils Report for installation recommendations.
14. Foundation designed to not exceed 100% of monopole's capacity.
15. If limestone is not encountered at 18' or shallower, please contact Valmont to confirm the design adequacy.

Reinforcement Steel Schedule

-	Type	Rebar size	Rebar Spacing	Bar Weight lb/ft	Weight (lbs)	Bar Qty
1	Vertical	**#7**	Equal	2.04	653	16
2	Ties	**#6**	6"	1.5	788	43
Total Steel Weight for Foundation Installation =					**1441**	

Rebar Lap Splice Table

Rebar Size	Rebar Grade	Concrete Strength PSI	Rebar Overlap Inches
#7	60	4500	31
#6	60	4500	21

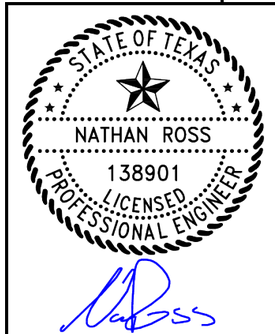
Rebar Ties - Hook Geometry

Rebar Size	6db* ** Min Length	4db* Nominal Diameter
	N/A	N/A

* db = Bar Diameter
** Refers to ACI 135 degree hook detail

Notes:
Lap splice may be used when seismic hooks are not required
Overlaps and hooks at ends of adjacent circular ties shall be staggered around the perimeter enclosing the vertical bars.
Adjacent hooks shall not engage the same vertical bar.
Where vertical bars are to be spliced, splices shall be staggered.

Seal Box



Rev	Description	Date	By/Ck

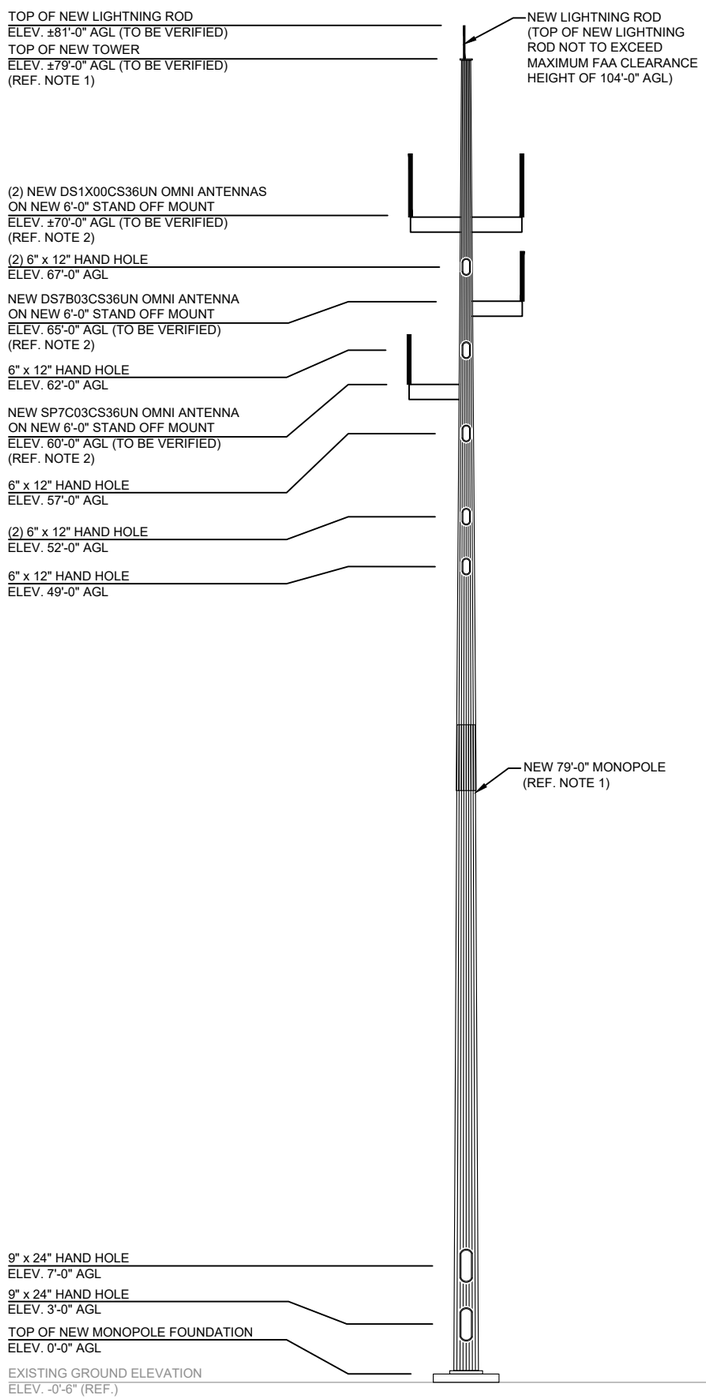
valmont STRUCTURES
28800 Ida Street
Valley, NE 68064
(402) 359-2201

By:	CR	**Drilled Pier Foundation Layout**	
Check:	CR	Customer: Motorola	
Date:	02/03/22	Site: Sherman Police Dept, TX	

ANALYSIS Version: 3.11 | Project #534311 | Size - B | **Drawing No.TX534311FP** | Sheet 1 of 1

NOTES:

1. THE TOWER IS SHOWN FOR GENERAL CONFIGURATION PURPOSES ONLY. REFERENCE TOWER MANUFACTURING DRAWINGS BY VALMONT; DATED 02/03/2022 FOR MORE INFORMATION.
2. ANTENNA CONFIGURATION IS SUBJECT TO CHANGE. VERIFY ANTENNA HEIGHT, DOWN TILT, AND AZIMUTH WITH MOTOROLA RF ENGINEER PRIOR TO INSTALLATION.
3. ANTENNA COAX SHALL BE ATTACHED TO THE TOWER IN ACCORDANCE WITH R56 STANDARDS AND IN ACCORDANCE WITH THE TOWER ANALYSIS.
4. UNDER NO CIRCUMSTANCES SHALL THE PROPOSED INSTALLATION CAUSE DAMAGE TO OR INTERFERE WITH THE STRUCTURE, CLIMBING FACILITY, SAFETY CLIMB IF PRESENT AND ANY OTHER LINES OR EQUIPMENT ATTACHED TO THE STRUCTURE.
5. TOWER SHALL HAVE GALVANIZED STEEL FINISH.



1 TOWER ELEVATION
SCALE: N.T.S.

ISSUED FOR ZONING

DISPATCH TOWER

MOTOROLA SOLUTIONS

ENERTECH an ONTIVITY company
TEXAS FIRM F-15232

SET ISSUED FOR	DATE
ZONING	03/18/22

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY	REVIEWED BY
FBU	DBS

TOWER ELEVATION

Z5

1 ZONING MAP
SCALE: N.T.S.

LEGEND	
BIP	BLALOCK INDUSTRIAL PARK
PD	PLANNED DEVELOPMENT DISTRICT
R-1	ONE FAMILY RESIDENTIAL DISTRICT
R-2	MULTI-FAMILY RESIDENTIAL DISTRICT
C-1	RETAIL BUSINESS DISTRICT

ISSUED FOR ZONING

DISPATCH TOWER

MOTOROLA SOLUTIONS

ENERTECH an ONTIVITY company
TEXAS FIRM F-15232

SET ISSUED FOR	DATE
ZONING	03/18/22

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY	REVIEWED BY
FBU	DBS

ZONING MAP

Z1

MOTOROLA SOLUTIONS

CITY OF SHERMAN, TEXAS
P25 RADIO SYSTEM PROJECT

SITE NAME

DISPATCH TOWER

SITE ADDRESS

WEST TRAVIS AND NORTHGATE DRIVE
SHERMAN, TEXAS 75090

SHEET INDEX

SHEET NO.	DESCRIPTION	REV. NO.
T1	TITLE SHEET	-
SV-1	SURVEY	-
Z1	ZONING MAP	-
Z2	SITE PLAN	-
Z3	EXISTING SITE PLAN	-
Z4	NEW DETAILED SITE PLAN	-
Z5	TOWER ELEVATION	-

PROJECT TEAM

LAND & TOWER OWNER

CITY OF SHERMAN, TEXAS
220 WEST MULBERRY STREET
SHERMAN, TEXAS 75090
PHONE: (903) 892.7206

APPLICANT

CITY OF SHERMAN, TEXAS
CARE OF ENERTECH
RESOURCES, LLC
5920 WEST WILLIAM CANNON
DRIVE
BUILDING 1, SUITE 102
AUSTIN, TEXAS 78749
CONTACT: SLADE PETTIFIELD
PHONE: (337) 302.4655
EMAIL:
CHRISTOPHER.PETTIFIELD
@ENERTECHRESOURCES.COM

MOTOROLA PROJECT MANAGER

MOTOROLA SOLUTIONS
CONTACT: BLAKE ATTEN
PHONE: (817) 914.3541
EMAIL: BLAKE.ATTEN
@MOTOROLASOLUTIONS.COM

ENGINEER

ENERTECH RESOURCES, LLC
5920 WEST WILLIAM CANNON
DRIVE
BUILDING 1, SUITE 102
AUSTIN, TEXAS 78749
CONTACT:
DALE B. SHUMAKER, P.E.
PHONE: (830) 387.4502 EXT. 2451
EMAIL: DALE.SHUMAKER
@ENERTECHRESOURCES.COM

ENERTECH PROJECT MANAGER

ENERTECH RESOURCES, LLC
CONTACT:
HARMONY CLARKRIDER
PHONE: (830) 387.4502 EXT. 2453
EMAIL: HARMONY.CLARKRIDER
@ENERTECHRESOURCES.COM

CONSTRUCTION MANAGER

ENERTECH RESOURCES, LLC
1230 CRESTSIDE DRIVE
COPPELL, TEXAS 75019
CONTACT: CODY LIVINGSTON
PHONE: (903) 814.2015
EMAIL:CODY.LIVINGSTON
@ENERTECHRESOURCES.COM

CONTRACTOR

ENERTECH RESOURCES, LLC
1230 CRESTSIDE DRIVE
COPPELL, TEXAS 75019
PHONE: (830) 387.4502

PROJECT INFORMATION

SITE LOCATION

LAT: 33° 36' 6.92" N (NAD 83)

LONG: 96° 37' 15.47" W (NAD 83)

ELEV: 763.0' AMSL (NAVD 88)

UTILITIES

ELECTRIC PROVIDER:
ONCOR ELECTRIC
PHONE: 1 (888)222.8045

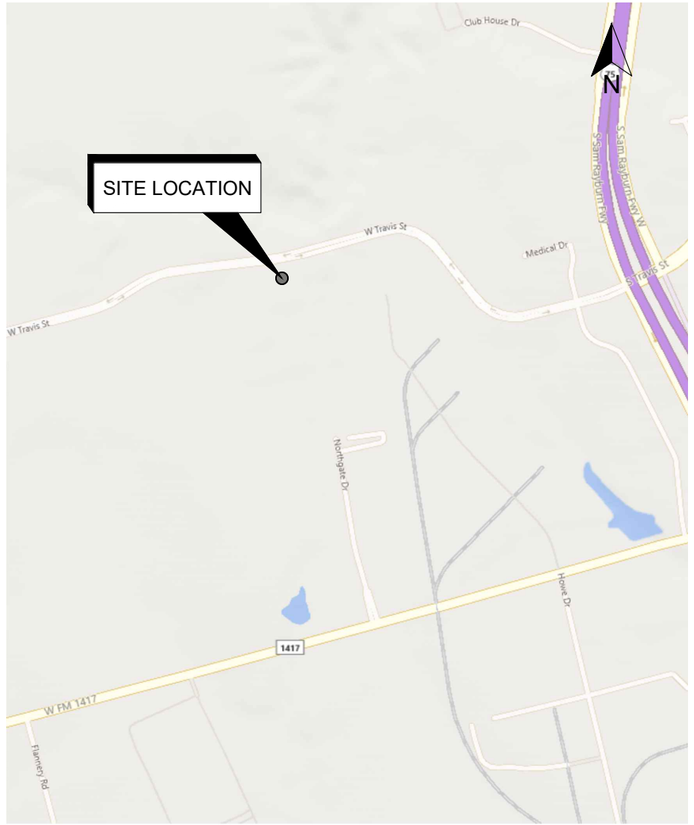
ONE-CALL TEXAS

CONTRACTOR TO CALL BEFORE DIGGING!!!
PHONE: 811 OR 1.800.545.6000

PERMITTING

COUNTY: GRAYSON COUNTY
JURISDICTION:
CITY OF SHERMAN
ZONING: BIP
(BLALOCK INDUSTRIAL PARK)
OCCUPANCY: NONE
BUILDING CODE: 2018 IBC
USE: UN-MANNED
TELECOMMUNICATIONS FACILITY

VICINITY MAP



SCOPE OF WORK

INSTALLATION OF NEW ANTENNAS AND COMMUNICATION EQUIPMENT ON NEW 79'-0" MONOPOLE TOWER. PROPOSED TOWER SHALL BE USED EXCLUSIVELY FOR EMERGENCY SERVICES.

ACCESS INFORMATION

CONSTRUCTION MANAGER MUST CONTACT SITE OWNER TO COORDINATE ACCESS 48-HOURS IN ADVANCE OF ALL CONSTRUCTION ACTIVITIES

ATTACHMENTS

REFERENCE DRAWINGS

- TOWER & FOUNDATION DRAWINGS BY VALMONT; DATED 02/02/2022

APPROVALS

CUSTOMER REPRESENTATIVE	DATE
MOTOROLA RF ENGINEER	DATE
MOTOROLA PROJECT MANAGER	DATE
CONTRACTOR	DATE

ISSUED FOR ZONING

DISPATCH TOWER

MOTOROLA SOLUTIONS

ENERTECH an ONTIVITY company
TEXAS FIRM F-15232

SET ISSUED FOR	DATE
ZONING	03/18/22

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY	REVIEWED BY
FBU	DBS

TITLE SHEET

T1

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

City of Sherman
220 W. Mulberry
Sherman, TX 75090

Christopher Pickering
5920 W. William Cannon Dr, Bldg 1, Ste. 102
Austin, TX 78749

Dear Applicants,

The request for a variance under Ordinance No. 2280, Section 7, Subsection (15)(c)(1) to allow a 79' tall monopole tower in the Blalock Industrial Park and a Specific Use Permit under Ordinance No. 2280, Section 8, Subsection (5)(a) and Section 7, Subsection (15)(c)(2) to allow a communication tower. in the Blalock Industrial Park located at 2600 West Travis Street has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280 and 2252, the regulations applicable to the Blalock Industrial Park.
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
5. Appropriate signage for hazards and contact information must be located at the site and visible at all times. Contact the Fire Marshal for direction.
6. The property must be properly maintained in a state of good repair and neat appearance.
7. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
8. A Specific Use Permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
9. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Tower shall meet all FAA airspace requirements.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 7.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

2600 WEST TRAVIS STREET (408751)

The request of City of Sherman (Owner), Christopher Pickering (Representative), Forrest Unterbrink, Enertech (Graduate Engineer), Nathan Ross, Valmont Structures (Professional Engineer) and Underwood Drafting and Surveying (Surveyor) concerning the property at 2600 West Travis Street, being 10 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Board of Adjustments

A. Variance under Ordinance No. 2280, Section 7, Subsection (15)(c)(1) to allow a 79’ tall monopole tower in the Blalock Industrial Park.

Planning and Zoning Commission

B. Specific Use Permit under Ordinance No. 2280, Section 8, Subsection (5)(a) and Section 7, Subsection (15)(c)(2) to allow a communication tower.

Background:

The property is located at 2600 West Travis Street at the southwest corner of Travis Street and Northgate Drive. The property is located in the Blalock Industrial Park.

The City of Sherman would like to install new antennas and public safety communication equipment on a new 79' monopole tower. The proposed tower shall be used exclusively for emergency services. No commercial carrier equipment shall be installed on the structure.

The following has been approved for this property:

- July 20, 2021 - Site plan approval and Exception under Ordinance No. 2252 Article IV Section 410 (2)(a), (2)(g)(i), (2)(j), and Section 510 to allow a Sherman Police Department Headquarters with a 55’ setback from the east property line in lieu of the required 100’ required from any road, street or arterial highway in the Blalock Industrial Park.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-1 (Retail Business) District
Blalock Industrial Park

Origination:

City of Sherman (Owner)
Christopher Pickering (Representative)
Forrest Unterbrink, Enertech (Graduate Engineer)
Nathan Ross, Valmont Structures (Professional Engineer)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Business Park and Research – Business Park designation allows for compatibility with the use of the roadway and rail system for frequent truck and rail traffic. Industrial and office uses are the most appropriate and compatible land uses adjacent to a truck route and the state road and/or rail system. Typical tenants of a business park and research center include light industrial manufacturing, wholesaling, warehouse facilities, light assembly plants, research and development firms and distribution centers.

Number of notices mailed:

46

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Monopole Site Plan
Site Plan
Existing Detailed Site Plan
Elevations
Tower Description
Foundation Layout
Narrative
Title Sheet
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 4.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6481

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.123 acres in the John Chronister Survey, Abstract No. 248 (Jamestown Square, LLC, Owner; Cope Equities, Developer; Kimley-Horn and Associates, Engineer/Surveyor; DBA Architects, Architects; Caleb Jones, Representative; and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Issue:

To consider the request of Jamestown Square, LLC (Owner), Cope Equities (Developer), Kimley-Horn (Engineer/Surveyor), DBA Architects (Architects), Caleb Jones (Representative), and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.123 acres in the John Chronister Survey, Abstract No. 248 for a zone change approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District and SF-1 (Single Family Residential) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The owner would like to update the zoning of Tract 2 from C-1 (Retail Business) District and SF-1 (Single Family Residential) District to an R-2 (Multi-Family Residential) District for a multi-family development:

- Lot 2A - 174 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2B - 144 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2C - 26 Townhomes (5 buildings)
- Lot 2D - 26 Townhomes (5 buildings)

The following has been approved for the property:

- October 19, 2021 - Zone change Being 19.347 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.

Origination:

Jamestown Square, LLC (Owner)
Cope Equities (Developer)
Kimley-Horn (Engineer/Surveyor)
DBA Architects (Architects)
Caleb Jones (Representative)
Underwood Drafting and Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6481
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Concept Plan
Elevations
Landscape Plan
Boundary Overlay Exhibit-Aerial
Overlay Exhibit
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6481

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 20.123 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, DEVELOPER; KIMLEY-HORN AND ASSOCIATES, ENGINEER/SURVEYOR; DBA ARCHITECTS, ARCHITECTS; CALEB JONES, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, shall be rezoned and placed in the R-2 (Multi-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

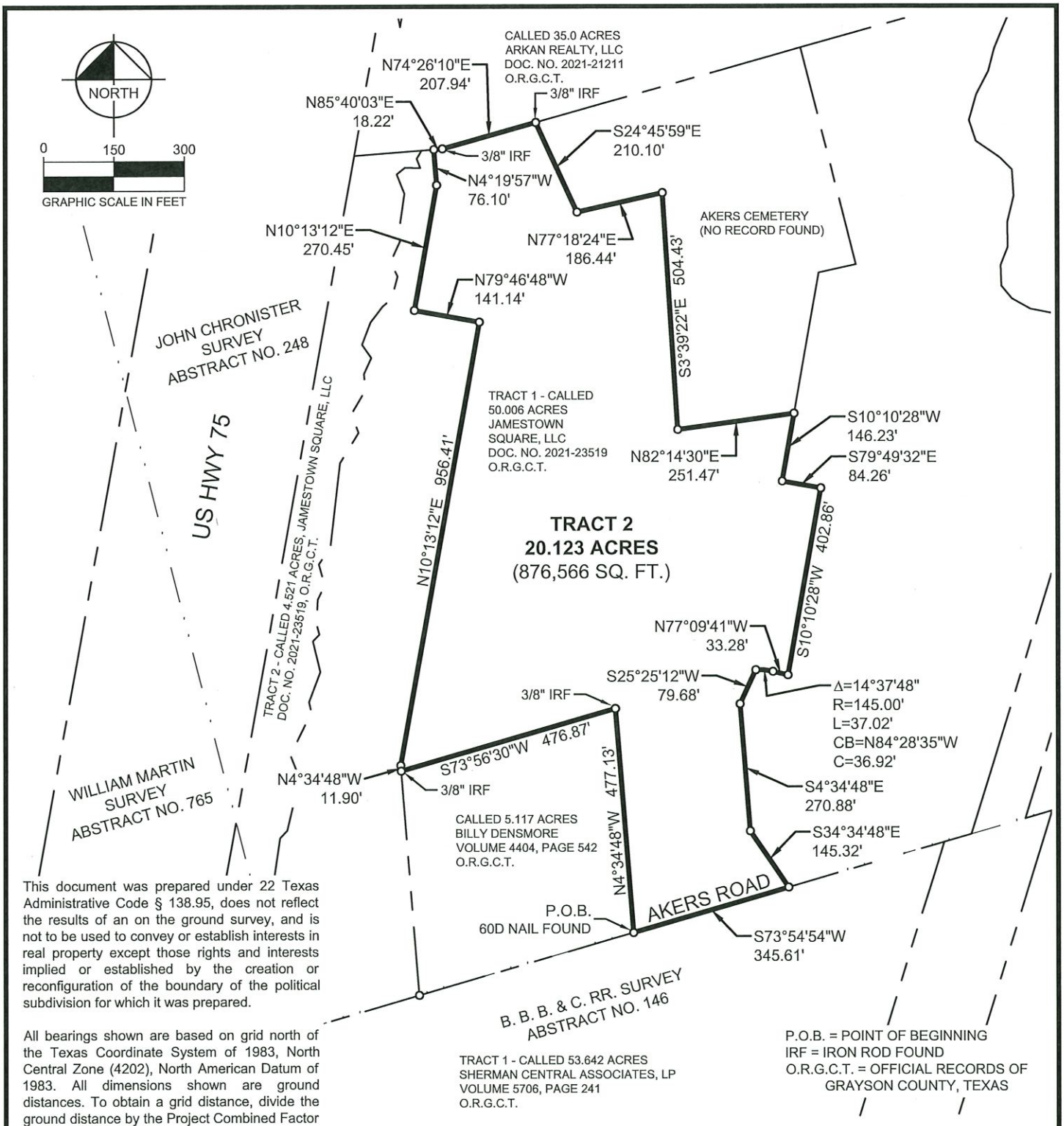
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, divide the ground distance by the Project Combined Factor (PCF) of 1.00010712.

P.O.B. = POINT OF BEGINNING
IRF = IRON ROD FOUND
O.R.G.C.T. = OFFICIAL RECORDS OF GRAYSON COUNTY, TEXAS

3/21/2022

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

STATE OF TEXAS
REGISTERED
BRADY ALAN BECKER
6529
PROFESSIONAL
LAND SURVEYOR

ZONING EXHIBIT
TRACT 2
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	BB	KH	MAR. 2022	064512316	4 OF 4

LAND DESCRIPTION
TRACT 2

BEING a tract of land located in the John Chronister Survey, Abstract No. 248, City of Sherman, Grayson County, Texas, part of a called 50.006 acre Tract 1 described in the deed to Jamestown Square, LLC, recorded in Document No. 2021-23519 of the Official Records of Grayson County, Texas (O.R.G.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 60d nail found in the southerly line of Akers Road and the northerly line of a called 53.642 acre Tract 1 described in the deed to Sherman Central Associates, LP, recorded in Volume 5706, Page 241 O.R.G.C.T., for the southeast corner of a called 5.117 acre tract described in the deed to Billy Densmore recorded in Volume 4404, Page 542 O.R.G.C.T., and the easterly southwest corner of said 50.006 acre tract;

THENCE North 04°34'48" West, departing the southerly line of Akers Road and the northerly line of said 53.642 acre tract, along the east line of said 5.117 acre tract and an easterly west line of said 50.006 acre tract, a distance of 477.13 feet to a 3/8-inch iron rod found for the northeast corner of said 5.117 acre tract and an interior corner of said 50.006 acre tract;

THENCE South 73°56'30" West, along the northwest line of said 5.117 acre tract and a notherly southeast line of said 50.006 acre tract, a distance of 476.87 feet to a 3/8-inch iron rod found for the northwest corner of said 5.117 acre tract and an interior corner of said 50.006 acre tract;

THENCE North 04°34'48" West, across said 50.006 acre tract, a distance of 11.90 feet to a point for corner;

THENCE North 10°13'12" East, continuing across said 50.006 acre tract, a distance of 956.41 feet to a point for corner;

THENCE North 79°46'48" West, continuing across said 50.006 acre tract, a distance of 141.14 feet to a point for corner;

THENCE North 10°13'12" East, continuing across said 50.006 acre tract, a distance of 270.45 feet to a point for corner;

THENCE North 04°19'57" West, continuing across said 50.006 acre tract, a distance of 76.10 feet to a point for corner, in the westerly south line of a called 35.0 acre tract described in the deed to Arkan Realty, LLC, recorded in Document No. 2021-21211 O.R.G.C.T. and the westerly north line of said 50.006 acre tract;

Continued on Sheet 2

ZONING EXHIBIT
TRACT 2
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BB	KH	MAR. 2022	064512316	1 OF 4

Continued from Sheet 1

THENCE North 85°40'03" East, along the westerly south line of said 35.0 acre tract and the westerly north line of said 50.006 acre tract, a distance of 18.22 feet to a point for a southerly corner of said 35.0 acre tract and an interior corner of said 50.006 acre tract;

THENCE North 74°26'10" East, along the southeast line of said 35.0 acre tract and the westerly northwest line of said 50.006 acre tract, a distance of 207.94 feet to a 3/8-inch iron rod found for the northwest corner of Akers Cemetery (no record found) and the westerly northeast corner of said 50.006 acre tract;

THENCE South 24°45'59" East, departing the southeast line of said 35.0 acre tract, along the northerly west line of Akers Cemetery and a westerly east line of said 50.006 acre tract, a distance of 210.10 feet to a point for the northerly southwest corner of Akers Cemetery and an interior corner of said 50.006 acre tract;

THENCE North 77°18'24" East, along a northerly south line of Akers Cemetery and a southerly north line of said 50.006 acre tract, a distance of 186.44 feet to a point for an interior corner of Akers Cemetery and a westerly northeast corner of said 50.006 acre tract;

THENCE South 03°39'22" East, along the southerly west line of Akers Cemetery and a westerly east line of said 50.006 acre tract, a distance of 504.43 feet to a point for the southerly southwest corner of Akers Cemetery and an interior corner of said 50.006 acre tract;

THENCE North 82°14'30" East, along the south line of Akers Cemetery and a southerly north line of said 50.006 acre tract, a distance of 251.47 feet to a point for the southerly southeast corner of Akers Cemetery and an interior corner of said 50.006 acre tract;

THENCE South 10°10'28" West, across said 50.006 acre tract, a distance of 146.23 feet to a point for corner;

THENCE South 79°49'32" East, continuing across said 50.006 acre tract, a distance of 84.26 feet to a point for corner;

THENCE South 10°10'28" West, continuing across said 50.006 acre tract, a distance of 402.86 feet to a point for corner;

THENCE North 77°09'41" West, continuing across said 50.006 acre tract, a distance of 33.28 feet to a point at the beginning of a tangent curve to the left with a radius of 145.00 feet, a central angle of 14°37'48", and a chord bearing and distance of North 84°28'35" West, 36.92 feet;

Continued on Sheet 3

ZONING EXHIBIT
TRACT 2
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BB	KH	MAR. 2022	064512316	2 OF 4

Continued from Sheet 2

THENCE in a westerly direction, continuing across said 50.006 acre tract, with said tangent curve to the left, an arc distance of 37.02 feet to a point for corner;

THENCE South 25°25'12" West, continuing across said 50.006 acre tract, a distance of 79.68 feet to a point for corner;

THENCE South 04°34'48" East, continuing across said 50.006 acre tract, a distance of 270.88 feet to a point for corner;

THENCE South 34°34'48" East, continuing across said 50.006 acre tract, a distance of 145.32 feet to a point for corner, in the southerly line of Akers Road, the easterly south line of said 50.006 acre tract and the north line of said 53.642 acre tract;

THENCE South 73°54'54" West, along the southerly line of Akers Road, the easterly south line of said 50.006 acre tract and the north line of said 53.642 acre tract, a distance of 345.61 feet to the **POINT OF BEGINNING** and containing 20.123 acres (876,566 square feet) of land, more or less.

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, divide the ground distance by the Project Combined Factor (PCF) of 1.00010712.

3/21/2022

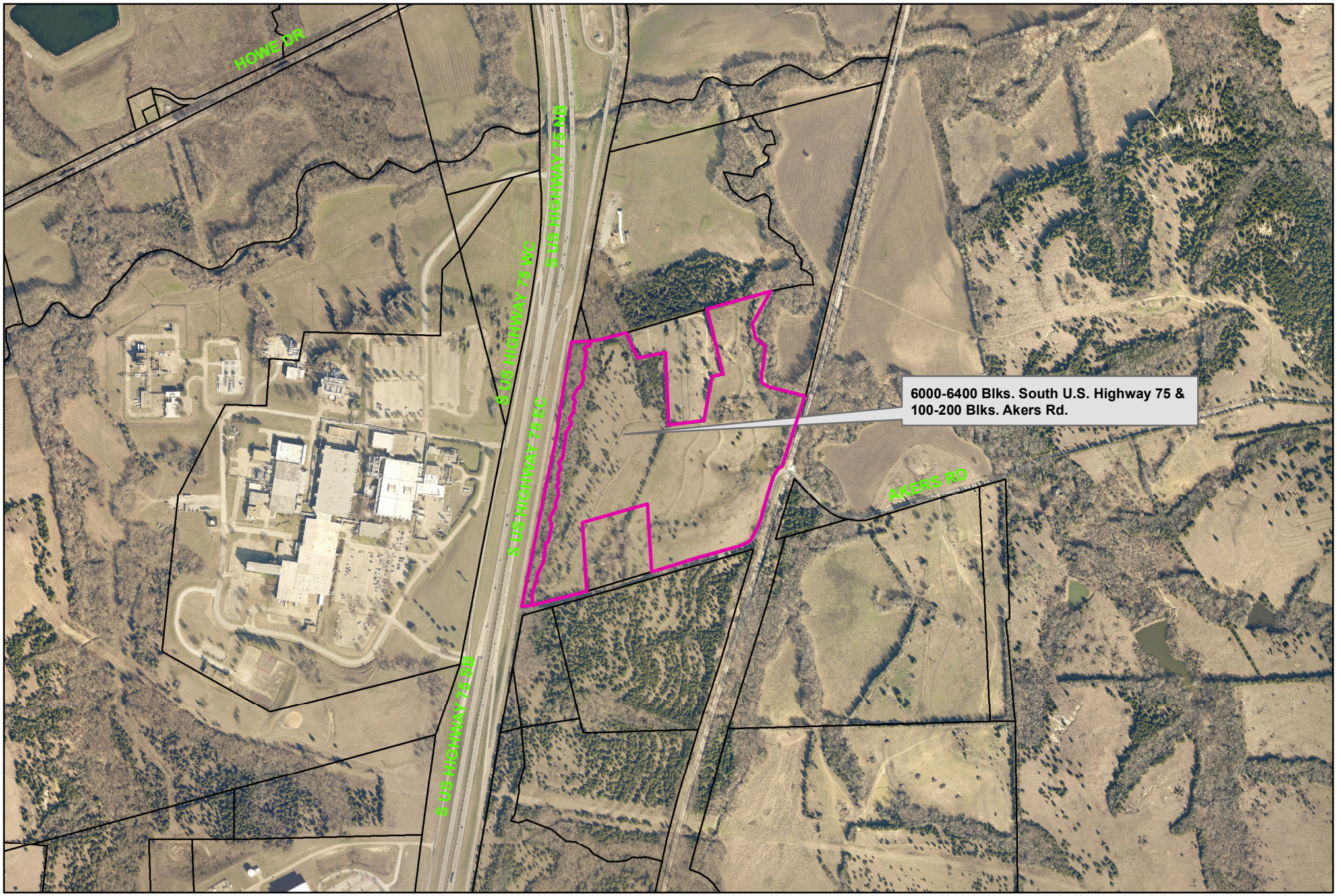
BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

STATE OF TEXAS
REGISTERED
BRADY ALAN BECKER
6529
PROFESSIONAL
LAND SURVEYOR

ZONING EXHIBIT
TRACT 2
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BB	KH	MAR. 2022	064512316	3 OF 4



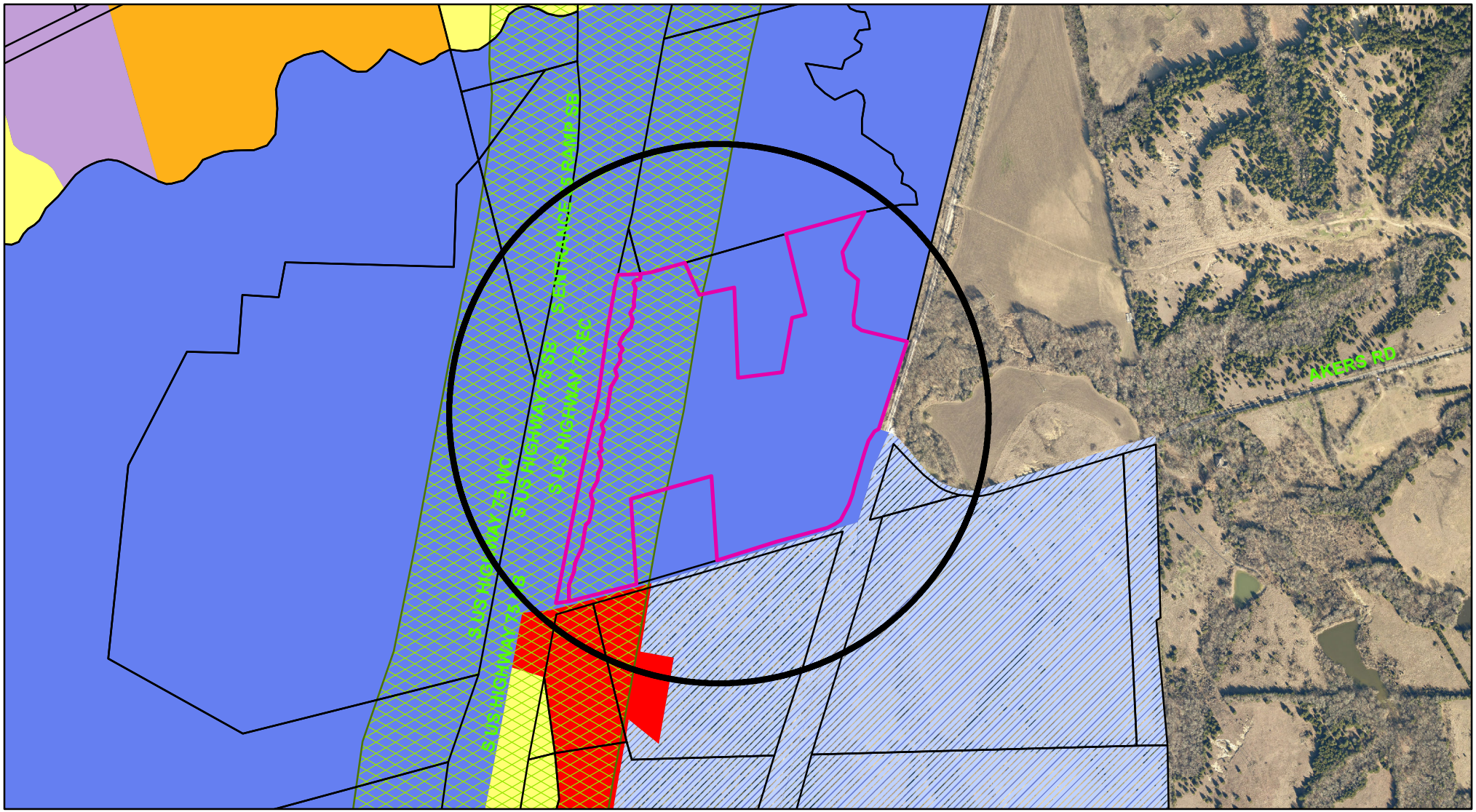
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road

NOT TO SCALE

1 in = 900 ft



Zoning - 6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 800 ft

6000-6400 South Highway 75 (Tract 2)

Kimley»Horn

March 23, 2022

City of Sherman
Department of Development Services
220 W. Mulberry
P.O. Box 1106
Sherman, Texas 75091

RE: Project Narrative – Jamestown Square

To Whom It May Concern:

Cope Equities, LLC. is a family-owned experienced horizontal and vertical development company with corporate offices in the DFW area focusing on building the community and integrating our family with your family. We specialize in collaborating with municipalities to improve and develop tracts of land providing commercial buildings, multi-family, and single-family residences.

In 1982, Dr. Richard Cope left chemical engineering for Texas real estate. 34 years, later his two sons, Stephen and Mark Cope, with 25 years of experience, currently lead the family business with significant growth:

- 2017: project closed for just $1 million
- 2021: $250 million in current projects
- 25 projects sold or currently in development
- 1800+ MF units under construction and in development
- 12-story, mixed-use office tower site

Our overall plan is to divide into separate tracts to develop commercial, multi-family (apartments & townhomes), and single-family homes. The commercial land will enhance the city as a place of growth and look to the future through development.

This site is at the doorstep of Sherman, from the south, and an excellent opportunity for Cope Equities to carry out the vision of the City of Sherman by bringing attractive commercial space, which will draw businesses and families. This growth of businesses and families will aid in supporting the growth of Sherman by providing a variety of living arrangements to the residents as well as business opportunities of Sherman, which will ultimately bring more tax revenue to the city.

Tract 1

- Lot 1A – Quick Serve Retail (restaurant, coffee shop, etc.)
- Lot 1B – 40,850 sq ft commercial space (3 buildings)
- Lot 1C – Quick Serve Retail (restaurant, coffee shop, etc.)
- Lot 1D – Quick Serve Retail (restaurant, coffee shop, etc.)

Tract 2

- Lot 2A - 174 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2B - 144 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2C - 26 Townhomes (5 buildings)
- Lot 2D - 26 Townhomes (5 buildings)

Tract 3

- 62 Single-Family Homes

We are excited to continue collaborating with the Sherman Development Department to work productively and efficiently through the design, review, and approval phases of the project including the Development, Engineering, Fire Marshalls, P&Z and City Council. We are optimistic and excited to build and strengthen our relationship with the City of Sherman.

This project is a recent approved zoning case with the City. Since the zoning approval, Kimley-Horn was brought in on the project to perform the Civil Engineering design and better understand existing constraints on-site. Kimley-Horn determined that a regional detention pond would be required on-site. It was also determined through an environmental study that the site had existing jurisdictional aquatic features. Jurisdictional aquatic features required major USACE permitting to remove or mitigate. Cope Equities decided that avoiding the jurisdictional aquatic features with construction activity would be the best solution for the development.

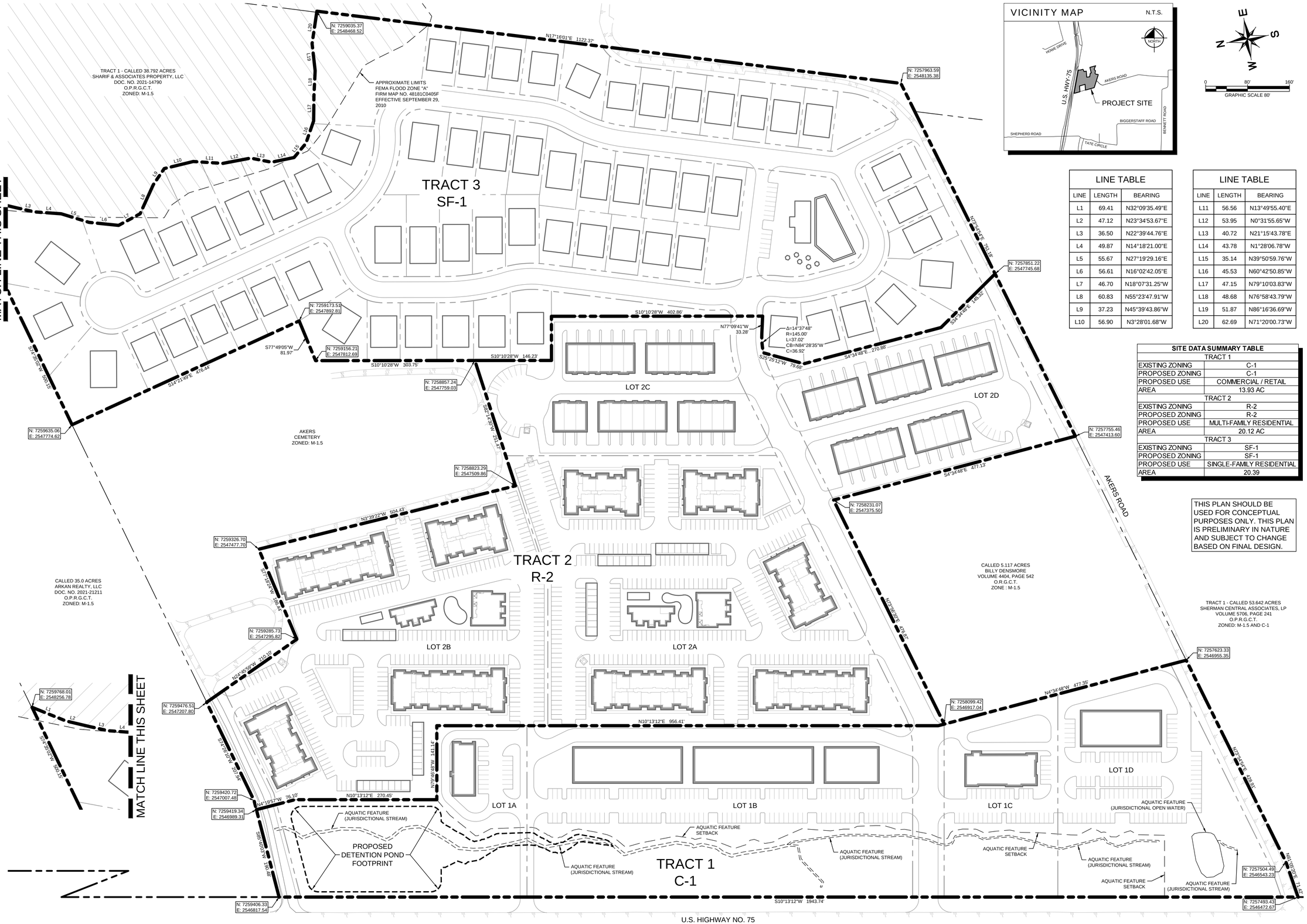
The proposed detention pond and existing jurisdictional aquatic features constrain the site plan that was approved by the City in the last zoning case. It was determined that the multi-family zoning boundary needed to change. This information was presented to the Development Services department at the City on February 17, 2022. The City confirmed that the multi-family zoning boundary would require another zoning submittal. This zoning submittal is to revise the zoning boundaries based on the latest site plan.

Please contact me at (972) 770-1370 or jonathan.kerby@kimley-horn.com should you have any concerns.

Sincerely,

Kimley-Horn & Associates, Inc.

Jonathan Kerby, P.E.



VICINITY MAP

N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	69.41	N32°09'35.49"E
L2	47.12	N23°34'53.67"E
L3	36.50	N22°39'44.76"E
L4	49.87	N14°18'21.00"E
L5	55.67	N27°19'29.16"E
L6	56.61	N16°02'42.05"E
L7	46.70	N18°07'31.25"W
L8	60.83	N55°23'47.91"W
L9	37.23	N45°39'43.86"W
L10	56.90	N3°28'01.68"W

LINE TABLE		
LINE	LENGTH	BEARING
L11	56.56	N13°49'55.40"E
L12	53.95	N0°31'55.65"W
L13	40.72	N21°15'43.78"E
L14	43.78	N1°28'06.78"W
L15	35.14	N39°50'59.76"W
L16	45.53	N60°42'50.85"W
L17	47.15	N79°10'03.83"W
L18	48.68	N76°58'43.79"W
L19	51.87	N86°16'36.69"W
L20	62.69	N71°20'00.73"W

SITE DATA SUMMARY TABLE	
TRACT 1	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	13.93 AC
TRACT 2	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	20.12 AC
TRACT 3	
EXISTING ZONING	SF-1
PROPOSED ZONING	SF-1
PROPOSED USE	SINGLE-FAMILY RESIDENTIAL
AREA	20.39

THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OVERALL ZONING CONCEPT PLAN

SHEET NUMBER
C-01

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREFS:
XLAST SAVED BY
PLOT DATE
DWG PATH
DWG NAME
ltdisp-24C06 , xSite-ByDivhes , xBody , xServ , xAquaticFeatures
JCKERBY, 3/22/2022 10:44 AM
K:\DAL_CIVIL\064512316 - CHA JAMESTOWN SHERMAN 64-AC\CAD\EXHIBITS
C-01 - OVERALL ZONING CONCEPT PLAN.DWG
Plotted by: Caitlin Johnson (Kimley-Horn)

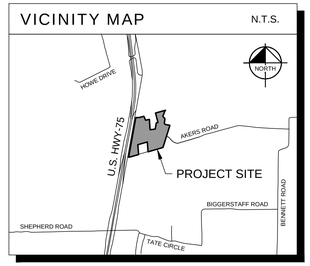
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1A)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 2.50 AC
BUILDING AREA	± 4,650 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 2 SEATS)	TBD
PARKING PROVIDED	16 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.04:1

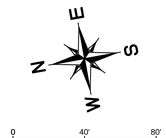
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1B)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 5.52 AC
BUILDING AREA	± 40,850 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 200 SF)	205 SPACES
PARKING PROVIDED	130 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.17:1

LEGEND

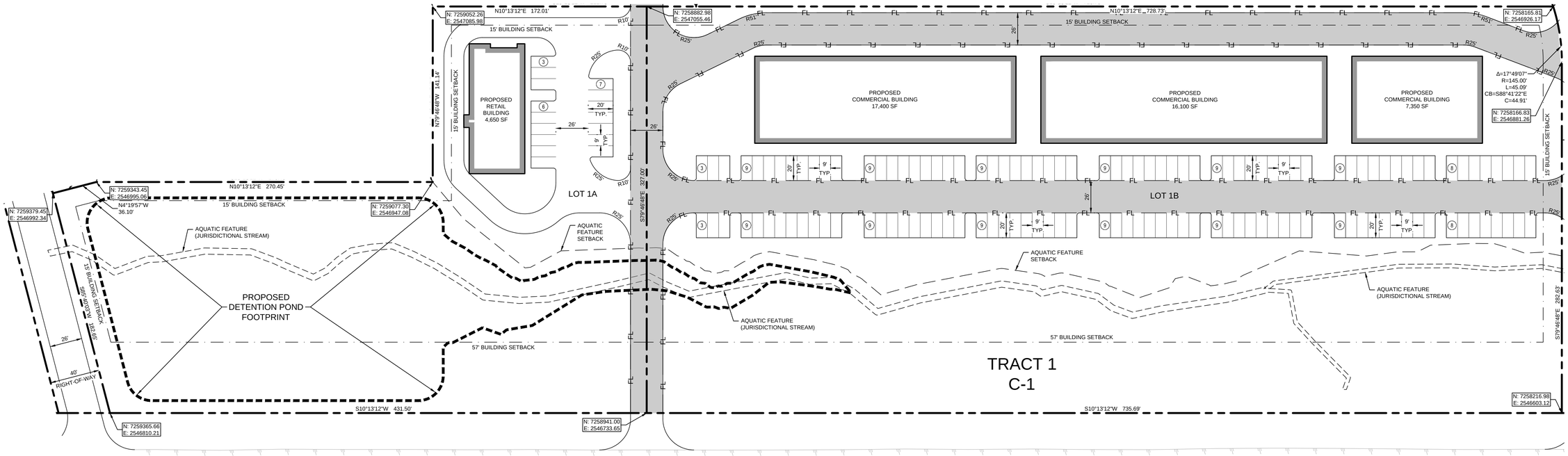
- PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) NUMBER OF PARKING SPACES
- TYP. TYPICAL
- EX. EXISTING
- PROP. PROPOSED

VICINITY MAP N.T.S.





THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.



NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREFS
ATT-SHEET
PLOT STAMP
DWG PATH
DWG NAME
xBldr-24X36 , xSite-ByOthers , xBndy , xMstr , xAuxiliaryFeatures , xSurv
3/23/2022 2:41:53 PM
K:\DAL_CIVIL\064512316 - CAS JAMES\Town Sheet\Main\54-ACAD\Exhibits\
064512316_TRACT 1 - LOTS 1A & 1B.dwg
Layout Tab: C-02 TRACT 1 - LOTS 1A & 1B

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/23/2022

KHA PROJECT 064512316

DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN
TRACT 1 - LOTS 1A & 1B

SHEET NUMBER
C-02

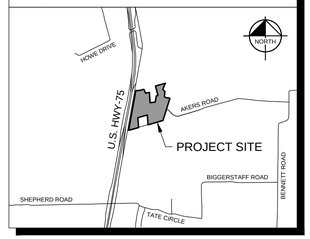
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1C)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 1.79 AC
BUILDING AREA	± 8,600 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 2 SEATS)	TBD
PARKING PROVIDED	39 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.11:1

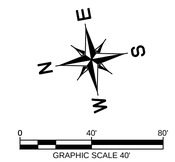
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1D)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 3.17 AC
BUILDING AREA	± 10,850 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 200 SF)	55 SPACES
PARKING PROVIDED	99 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.08:1

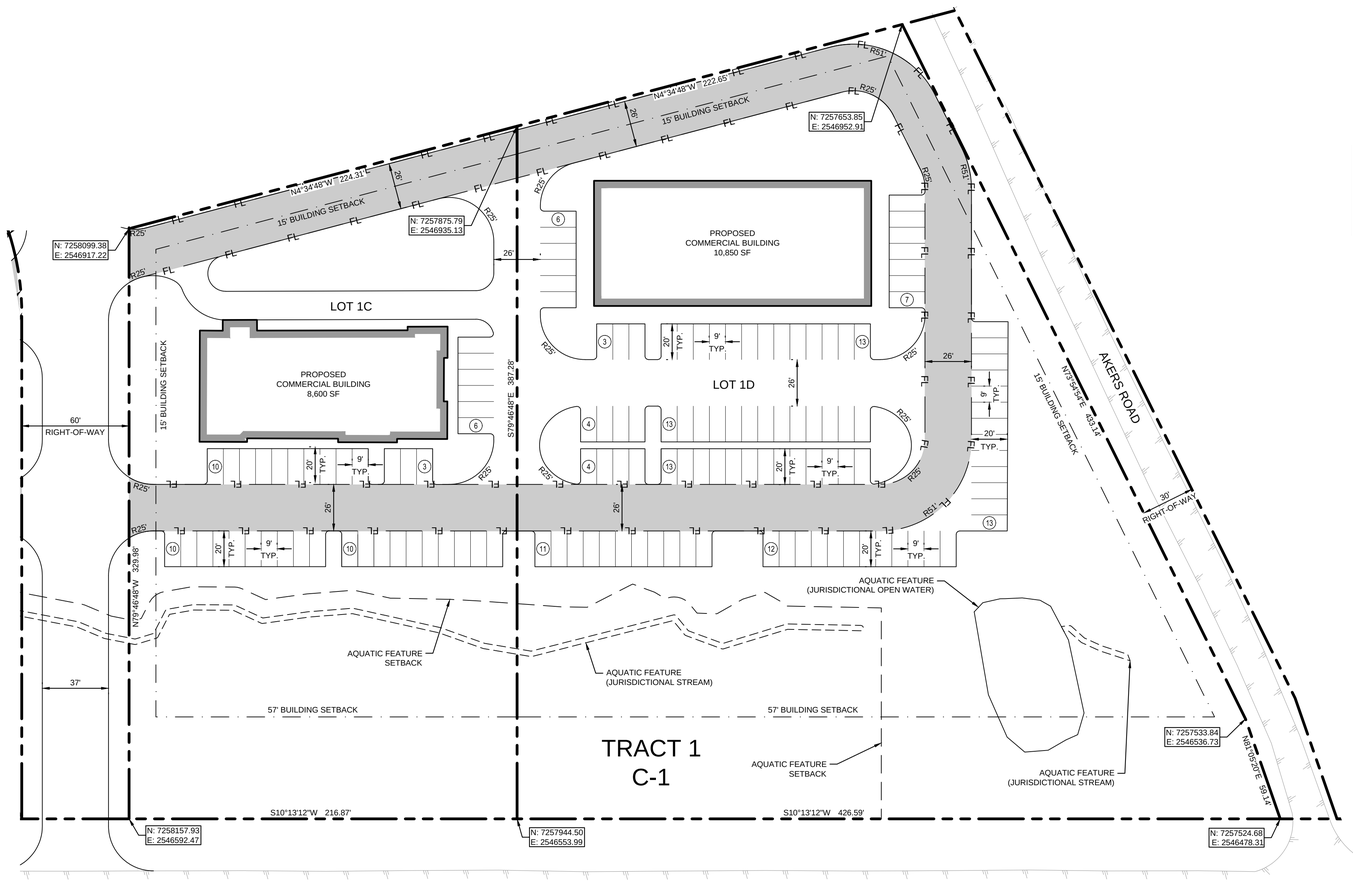
LEGEND

- PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) NUMBER OF PARKING SPACES
- TYP. TYPICAL
- EX. EXISTING
- PROP. PROPOSED

VICINITY MAP N.T.S.







U.S. HIGHWAY NO. 75

THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL
SITE PLAN
TRACT 1 - LOTS 1C & 1D

SHEET NUMBER
C-03

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

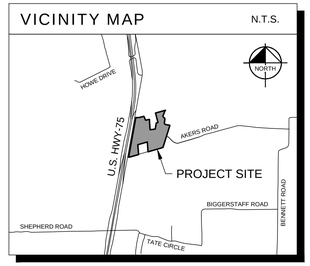
XREFS:
dtm-24r36 xSite-ByOthers xBndy xHrch xAcadiaFeatures - rSurv
POSTTOPO:
3D3DSURFACE
DWG PATH:
DWG NAME:
PLOT DATE:
K:\DAL_Civil\064512316 - CAS JAMESTOWN SHERMAN 64-ACCAD\EXHIBITS
CONCEPTUAL SITE PLAN.dwg
3/23/2022 10:44 AM

SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2A)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 6.88 AC
BUILDING AREA	± 71,000 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	174 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT)	348 SPACES
PARKING PROVIDED	375 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.67:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	239 UNITS

LEGEND

- FL — PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) — NUMBER OF PARKING SPACES
- TYP. — TYPICAL
- EX. — EXISTING
- PROP. — PROPOSED

VICINITY MAP N.T.S.



THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT 064512316
DATE MARCH 2022
SCALE AS SHOWN
DESIGNED BY JCK
DRAWN BY CBJ
CHECKED BY RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN TRACT 2 - LOT 2A

SHEET NUMBER
C-04

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

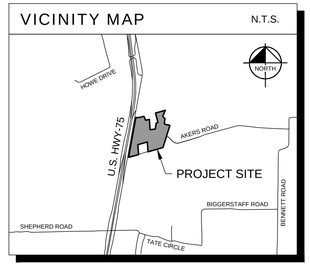
ISSUES
PRINTED
LAST SAVED BY
PLOT DATE
DWG PATH
DWG NAME
xBldr-2k3(B) xSite-By-Others xBndy xHtch xAquaticFeatures xSurv
JCKERBY 03/22/2022 10:44 AM
03/22/2022 10:43 AM
K:\DAL_CIV\064512316 - CAS JAMESTOWN SHERMAN 54-AC\ACAD\EXHIBITS
C-04 CONCEPTUAL SITE PLAN.DWG

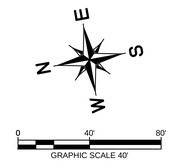
SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2B)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 6.03 AC
BUILDING AREA	± 60,100 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	144 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT)	288 SPACES
PARKING PROVIDED	300 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.64:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	210 UNITS

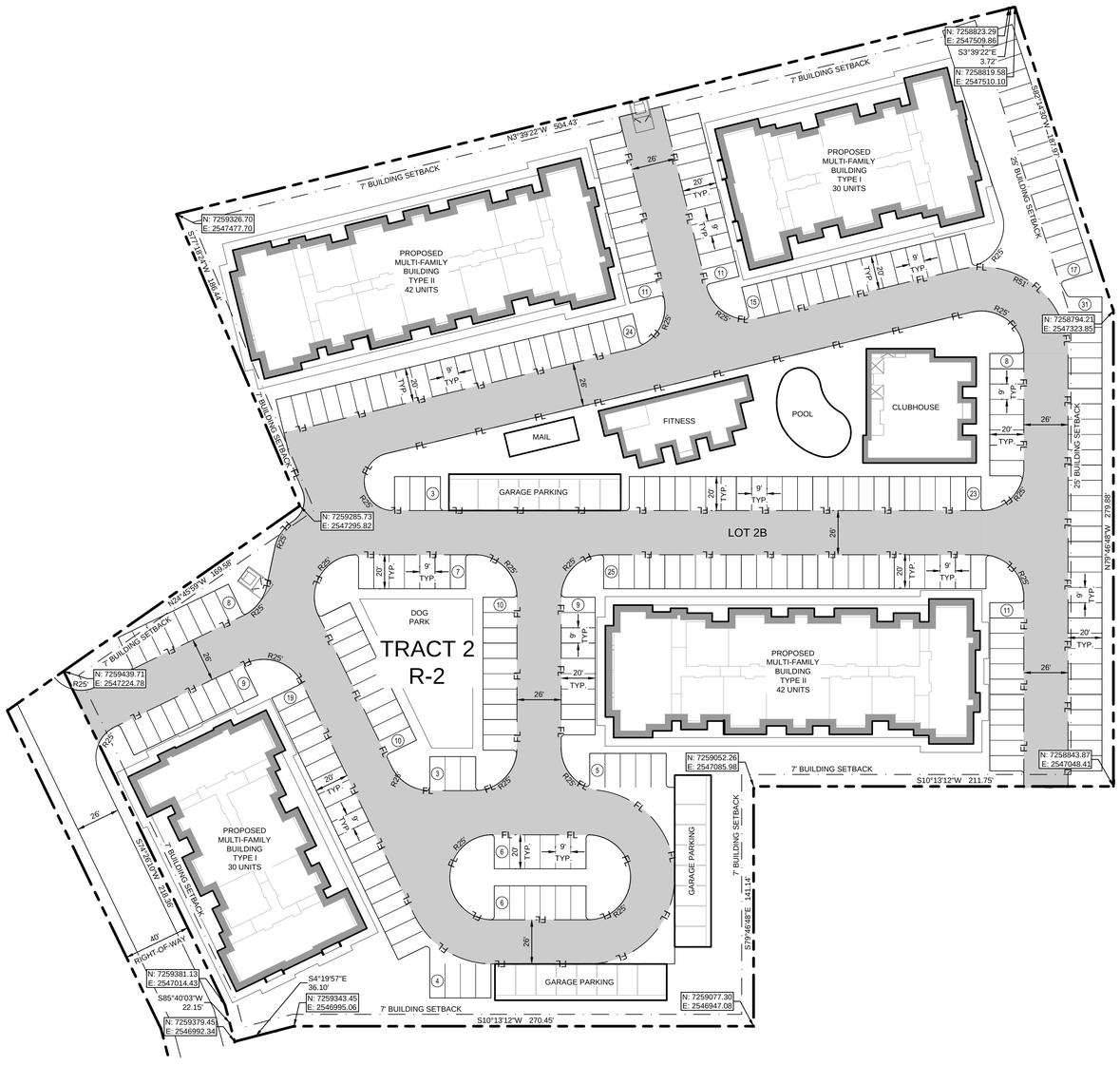
LEGEND

- FL — PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) — NUMBER OF PARKING SPACES
- TYP. — TYPICAL
- EX. — EXISTING
- PROP. — PROPOSED

VICINITY MAP N.T.S.







THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/23/2022

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN TRACT 2 - LOT 2B

SHEET NUMBER
C-05

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
ATT Tables
ASSET Table ID
DWG PATH
DWG NAME
LAYOUT NAME
xline-24CB1 xSite-ByOthers xSHy xHtch xAquaticFeatures xSrv
3DOBJECTS 2:18:59 3/23/2022 10:44 AM
K:\DAL_CIVIL\064512316 - CA18 JAMES TOWN SHERMAN 24-AC\CAD\EXHIBITS
C-05_CONCEPTUAL SITE PLAN.dwg
C-05_CONCEPTUAL SITE PLAN

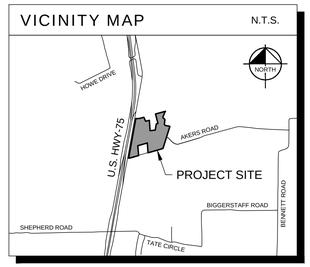
SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2C)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 2.76 AC
BUILDING AREA	± 33,700 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	26 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT) - OR - (1 SPACE / 1 BEDROOM)	78 SPACES
PARKING PROVIDED	115 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.56:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	96 UNITS

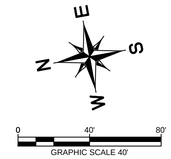
SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2D)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 2.83 AC
BUILDING AREA	± 33,700 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	26 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT) - OR - (1 SPACE / 1 BEDROOM)	78 SPACES
PARKING PROVIDED	110 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.55:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	98 UNITS

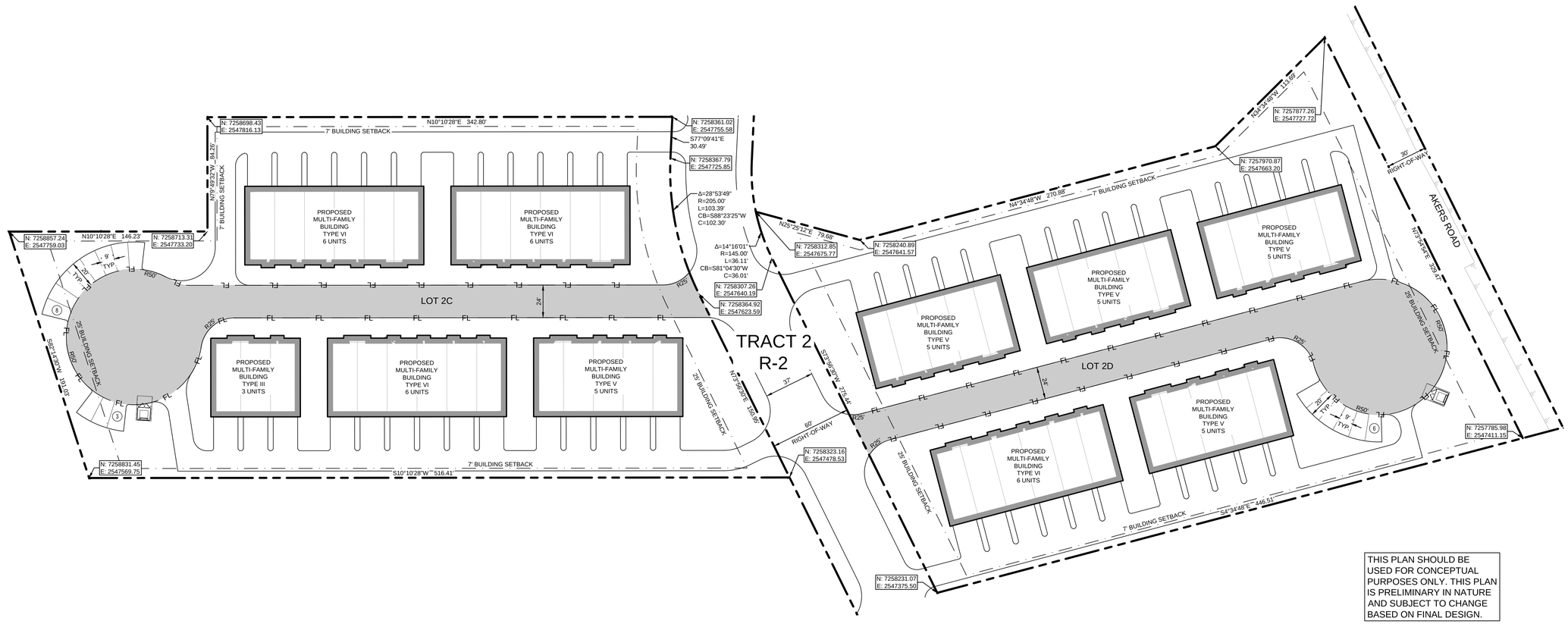
LEGEND

- FL — PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) — NUMBER OF PARKING SPACES
- TYP. — TYPICAL
- EX. — EXISTING
- PROP. — PROPOSED

VICINITY MAP N.T.S.







THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT 064512316
DATE MARCH 2022
SCALE AS SHOWN
DESIGNED BY JCK
DRAWN BY CBJ
CHECKED BY RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN
TRACT 2 - LOTS 2C & 2D

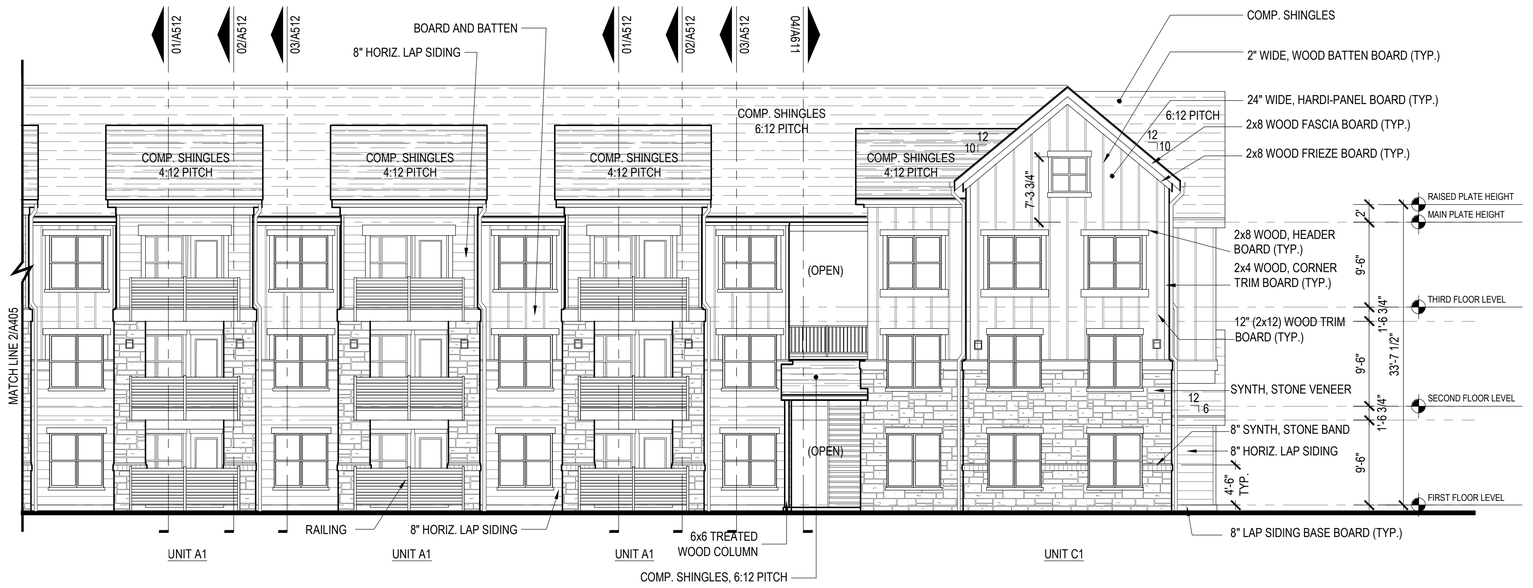
SHEET NUMBER
C-06

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES:
XREFS:
PLOT STYLE TABLE: 20SCD_C.ctb
PLOT DATE: 3/23/2022 10:44 AM
DWG PATH: K:\DAL_Civil\064512316_CAD_SHERMAN\04-ACCA\EXHIBITS\
DWG NAME: C-06 CONCEPTUAL SITE PLAN.dwg

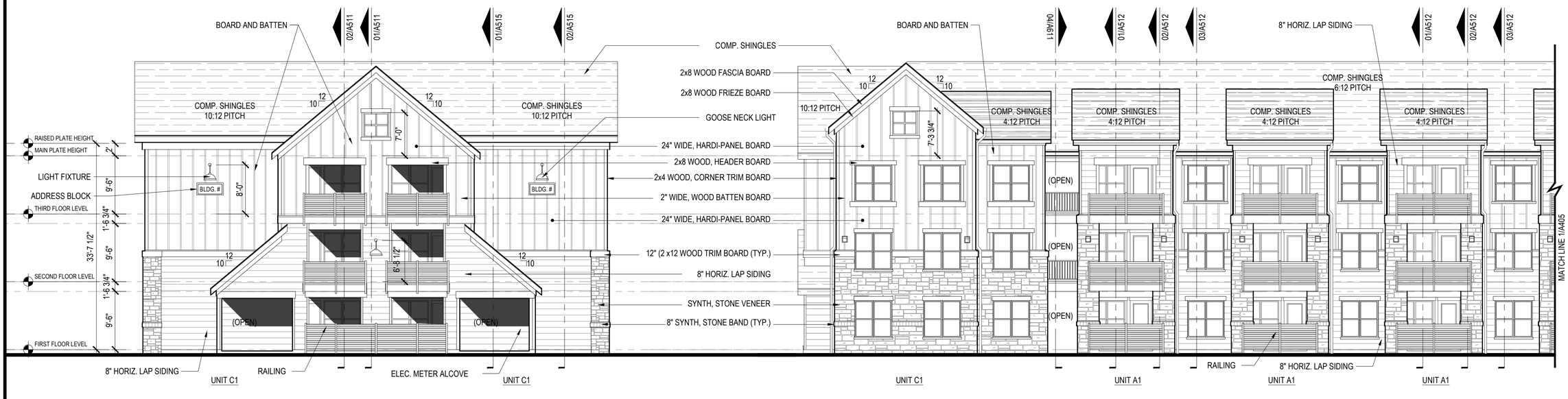
COPE EQUITIES

FIRE LANE
NO PARKING



1 BUILDING TYPE 1 - PARTIAL FRONT ELEVATION (RIGHT HAND)

SCALE: 1/8" = 1'-0"



3 BUILDING TYPE 1 - RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

2 BUILDING TYPE 1 - PARTIAL FRONT ELEVATION (LEFT HAND)

SCALE: 1/8" = 1'-0"

DBA ARCHITECTS
111 S. KENTUCKY SUITE 210 McKINNEY, TEXAS 75069 888-800-4066

REGISTERED ARCHITECT
LESLIE BRYAN MOORE
12525
02-07-2020

© 2020 by DBA Architects.
All rights reserved.
The arrangements depicted herein are the sole property of DBA architects and may not be reproduced in any form without its written permission.

Southgate Apt. @ Princeton Crossroads

BUILDING TYPE 1
EXTERIOR ELEVATIONS

Revisions	Date
01	

Issue Dates:

ISSUE FOR PRICING
01-17-2020

ISSUE FOR PERMIT
02-07-2020

Scale:

Drawn By:

Checked by:

Sheet
A405

Project No.

ISSUED FOR PERMIT: 02-07-20

MATERIALS LEGEND

BRI□□

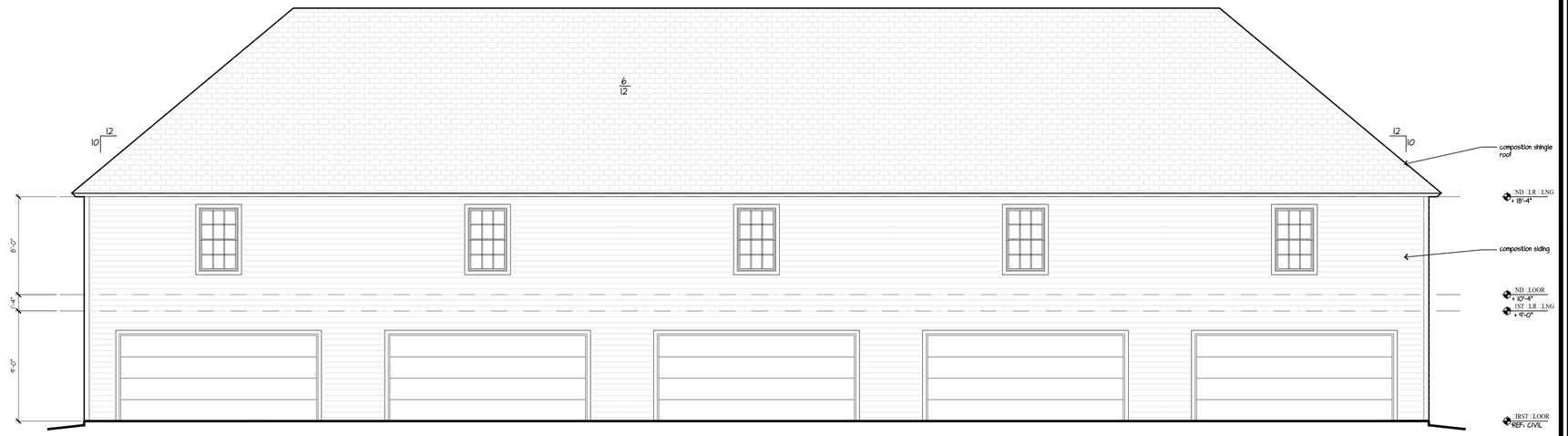
□OMPOSITION ROO□

□ORI□ONTAL □OMPOSITE SIDING

VERTI□AL □OMPOSITE SIDING

GENERAL NOTES

NO.	DESCRIPTION	NO.	DESCRIPTION
A.	Consult Architect upon the investigation of any condition inconsistent to the intent of these drawings.	J.	Paint all equipment panels, conduit, and piping on exterior to match adjacent surface color. Refer to Exterior Materials Package for paint colors.
B.	DO NOT SCALE DRAWINGS. Contact Architect for clarification for any missing or unclear dimension or note.	K.	REF: CIVIL for all Finish Floor Elevations. Finish Floor Elevations vary by UNIT.
C.	Provide vertical masonry expansion joints as shown and no more than 25' O.C.		
D.	Herringbone brick veneer edged with stacked bond header course at sides.		



2 REAR ELEVATION
3/16" = 1'-0"

1 FRONT ELEVATION
3/16" = 1'-0"

MONTICELLO TOWNHOMES

PRINCETON, TX

708 studios
5000 ELDORADO PKWY, SUITE 150
FRISCO, TX 75033
www.708STUDIOS.com
469.226.9779

These drawings were prepared by, and are the sole property of 708 STUDIOS, LLC. Unauthorized use or duplication of these drawings is prohibited by law and will subject the violator to damages under Title 17 United States Code and other applicable Law.
Copyright by 708 STUDIOS, LLC.

PROFESSIONAL SEALS:

REGISTERED ARCHITECT — Wesley Stephens — 27929 — STATE OF TEXAS
exp. 7/2021

REVISIONS:

⚠ City Comments 5/25/21

KEY PLAN

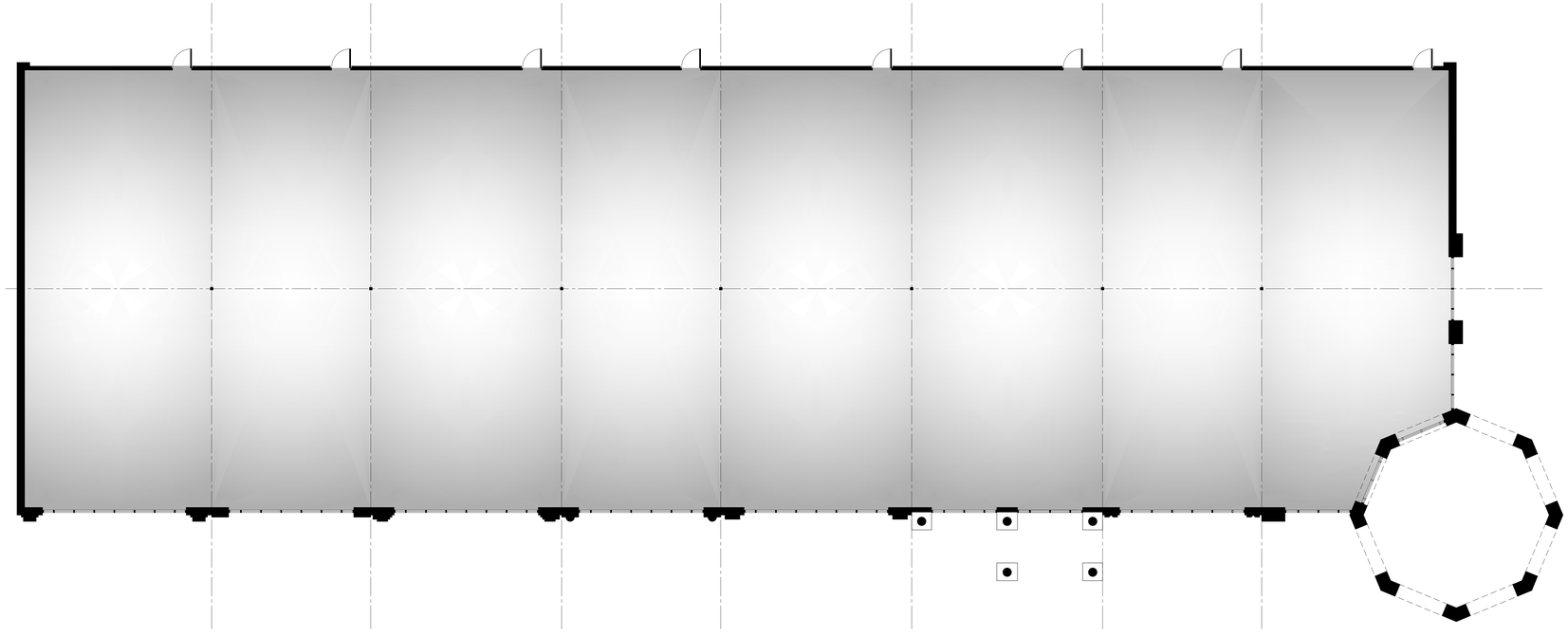
JOB No.: 20049-5U-2

DATE: TBD.

EXTERIOR ELEVATIONS

S□ELL 5U□□

A4□⚠



FLOOR PLAN - RETAIL BUILDING "A"

0 4 8 16 24
graphic scale in feet (scale: 1/8" = 1'-0")

FRONT ELEVATION - RETAIL BUILDING "A"

0 4 8 16 24
graphic scale in feet (scale: 1/8" = 1'-0")

MASTER PLAN DEVELOPMENT

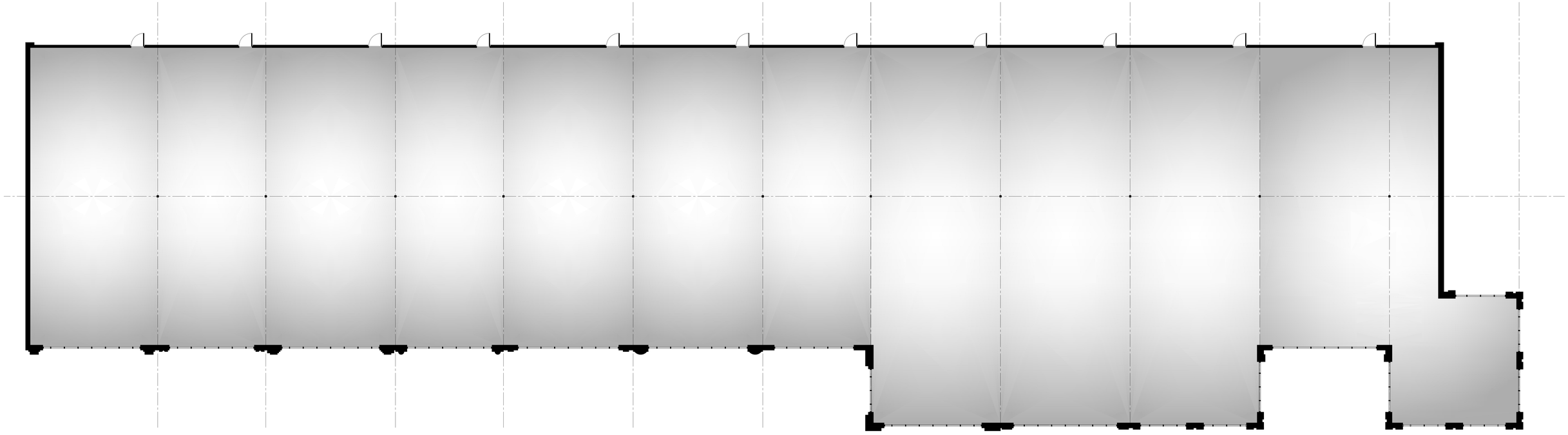
53 ACRE SITE

SHERMAN, TEXAS

Designed by:
McDonald Architects, LLC
www.McDonaldArchitectsDFW.com TBAE Firm #BR 2685

Developed by:
COPEEQUITES

07/21/2021



FLOOR PLAN - RETAIL BUILDING "B"

0 4 8 16 24
graphic scale in feet (scale: 1/8" = 1'-0")

FRONT ELEVATION - RETAIL BUILDING "B"

0 4 8 16 24
graphic scale in feet (scale: 1/8" = 1'-0")

MASTER PLAN DEVELOPMENT

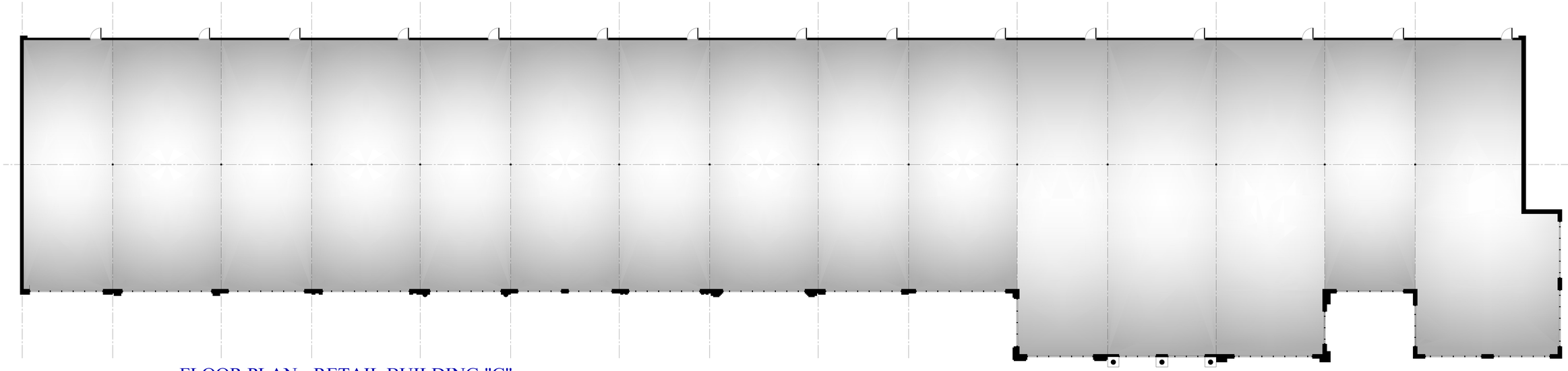
53 ACRE SITE

SHERMAN, TEXAS

Designed by:
McDonald Architects, LLC
www.McDonaldArchitectsDFW.com TBAE Firm #BR 2685

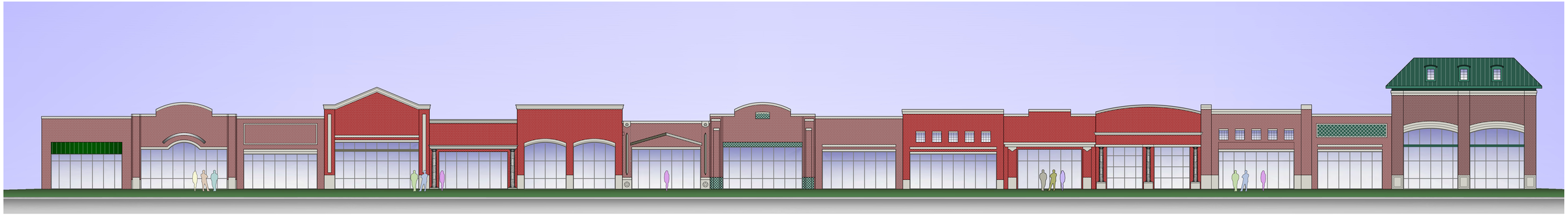
Developed by:
COPEEQUITES

07/21/2021



FLOOR PLAN - RETAIL BUILDING "C"

0 4 8 16 24
graphic scale in feet (scale: 1/8" = 1'-0")



FRONT ELEVATION - RETAIL BUILDING "C"

0 4 8 16 24
graphic scale in feet (scale: 1/8" = 1'-0")

MASTER PLAN DEVELOPMENT

53 ACRE SITE

SHERMAN, TEXAS

Designed by:
McDonald Architects, LLC

Developed by:
COPEEQUITES

07/21/2021

Jamestown Square
Code Calculations Chart

Site Data - Tract 1	AC	SF
Site Area	14.95	651,155.14
Parking Area	314,102	

Site Landscape Area	Required (% / SF)	Provided (% / SF)
10% of parking area to be landscaped	10%	10%
	31,410	31,455
40% of landscape to be within islands	40%	100%
	12,564	31,455
Landscape Area Total (Tract 1)	274,802	42%

Site Data - Tract 2	AC	SF
Site Area	19.35	842,749.40
Parking Area	345,574	

Site Landscape Area	Required (% / SF)	Provided (% / SF)
10% of parking area to be landscaped	10%	10%
	34,557	34,686
40% of landscape to be within islands	40%	100%
	13,823	34,686
Landscape Area Total (Tract 2)	267,536	32%

Site Data - Tract 3	AC	SF
Site Area	20.23	881,300.35
Parking Area	10,155	

Site Landscape Area	Required (% / SF)	Provided (% / SF)
10% of parking area to be landscaped	10%	10%
	1,016	1,020
40% of landscape to be within islands	40%	100%
	406	1,020
Landscape Area Total (Tract 3)	565,862	64%

PLANT SCHEDULE

TREES	COMMON / BOTANICAL NAME	CONT.	SIZE	QTY	REMARKS
	Bald Cypress / Taxodium distichum	3" cal	12`-14` ht	45	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	Cedar Elm / Ulmus crassifolia	3" cal	12`-14` ht	53	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS, 14` CLEAR AT FIRELANE
	Live Oak / Quercus virginana	3" cal	12`-14` ht	48	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	Shumard Oak / Quercus shumardii	3" cal	12`-14` ht	39	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS

NORTH
0' 100' 200'
Scale: 1" = 100'-0"

Landscape Plan
Scale: 1" = 100' - 0"

A

SHEET NUMBER
L1.00

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
260 E. DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75069
PHONE: (469) 301-2580
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes
Kimley»Horn
P.L.A. Courtney L. Smith
L.A. No. 3323 Date 03/23/2022

KHA PROJECT
094512316

DATE
MARCH 2022

SCALE AS SHOWN
DESIGNED BY CLS
DRAWN BY NJF
CHECKED BY AJB

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

LANDSCAPE PLAN

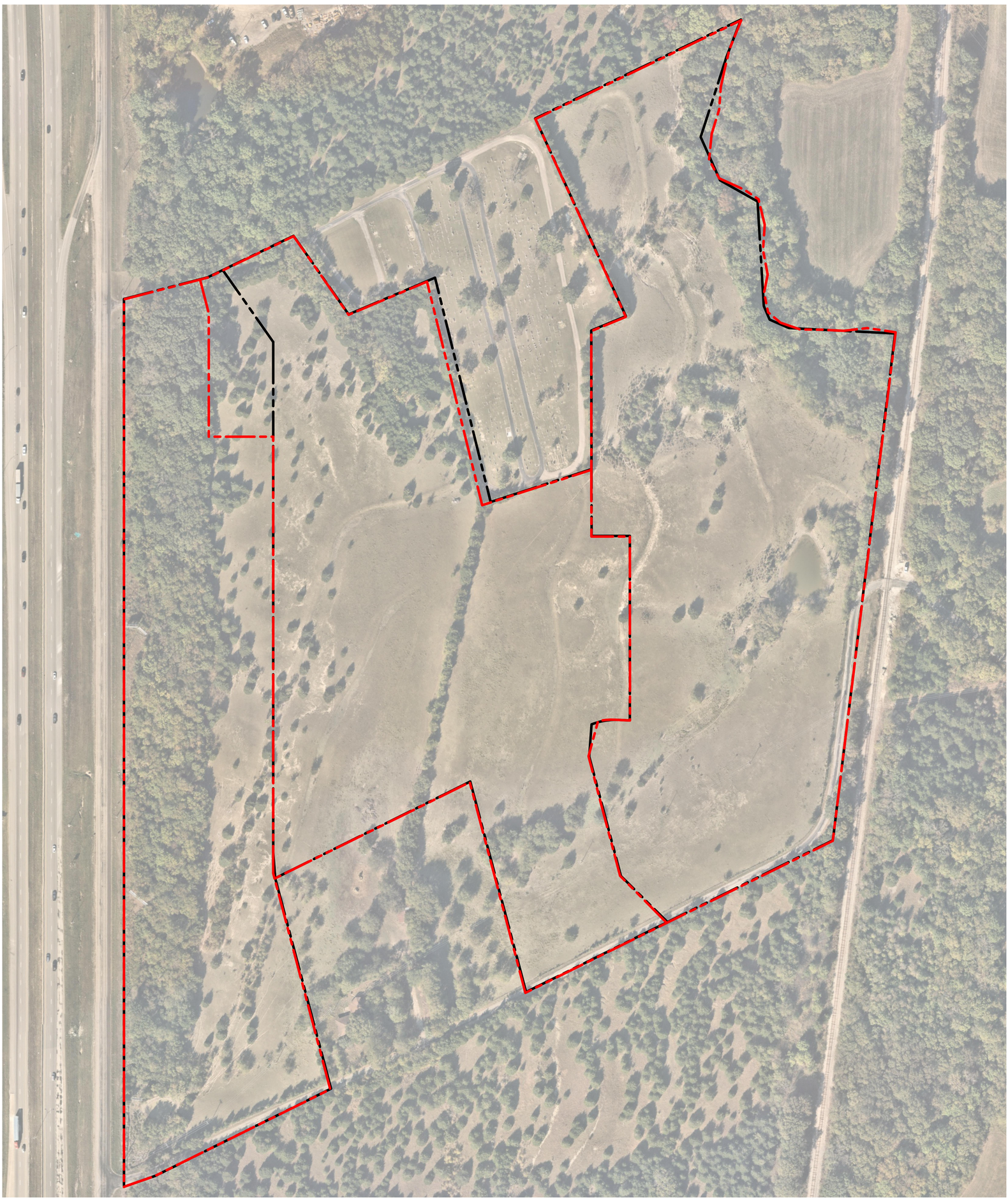
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
WIDTH
LAST SAVED
PLOT DATE
DWG PATH
DWG NAME

+Dyn +Dlx +Dref +Bnd 24XB +EG
3/23/2022 10:54 AM
3/23/2022 10:54 AM
K:\MKN\L_LA\P_PRO\KCT\094512316 - CAB JAMESTOWN SHERMAN 54-ACRE\WORKING\STITTLEBLOCK
X:\Batch 24x36.DWG, [L1.00(24x36)-PE1 FLAT]

IMAGES Aerial :
XREFS xBndr-24X36 : xBndy : xAerial
LAST SAVED 3/28/2022 11:14 AM
PLOTTED BY JONES, CALEB 3/28/2022 11:28 AM
DWG PATH K:\DAL_CIVIL\064512316 - CA18 JAMESTOWN SHERMAN 54-AC\CAD\EXHIBITS
DWG NAME ZONING BOUNDARIES OVERLAY.DWG , [EXHIBIT]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

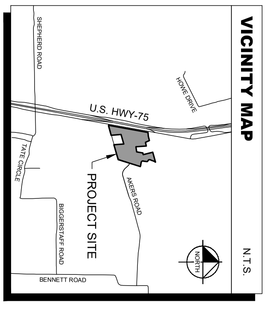


LEGEND

OLD ZONING BOUNDARY

NEW ZONING BOUNDARY

VICINITY MAP



GRAPHIC SCALE 100'
0
100'
200'

N
E
W
S

ZONING BOUNDARIES OVERLAY EXHIBIT

SHEET NUMBER EXH

JAMESTOWN SQUARE

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

Kimley»Horn

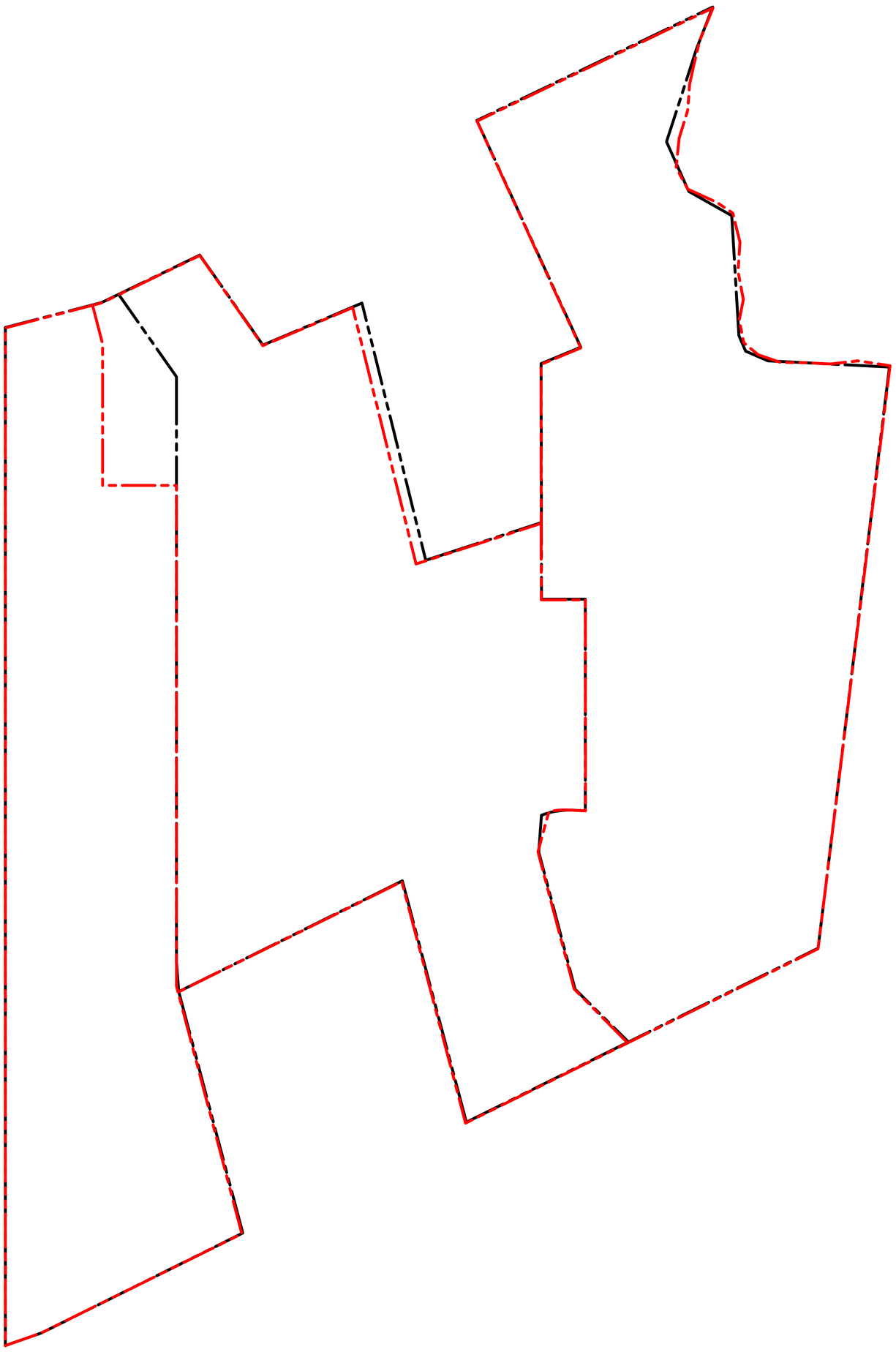
© 2022 KIMLEY-HORN

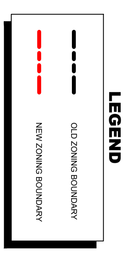
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

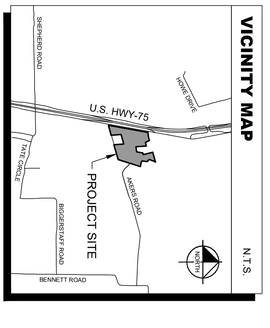
No.	REVISIONS	DATE	BY

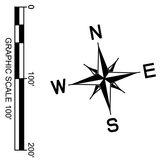
IMAGES
XREFS
LAST SAVED 3/28/2022 11:14 AM
PLOTTED BY JONES, CALEB 3/28/2022 11:15 AM
DWG PATH K:\DAL_CIVIL\064512316 - CA18 JAMESTOWN SHERMAN 54-AC\CAD\EXHIBITS
DWG NAME ZONING BOUNDARIES OVERLAY.DWG , [EXHIBIT]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.









SHEET NUMBER EXH	ZONING BOUNDARIES OVERLAY EXHIBIT	**JAMESTOWN SQUARE** CITY OF SHERMAN GRAYSON COUNTY, TEXAS	KHA PROJECT 064512316 DATE MARCH 2022 SCALE AS SHOWN DESIGNED BY JCK DRAWN BY CBJ CHECKED BY RCL	Kimley»Horn	No. REVISIONS DATE BY

© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

Jamestown Square, LLC
900 W Bethan Dr, Ste. 230
Allen, TX 75013

DBA Architects
111 S Kentucky, Ste. 210
McKinney, TX 75069

Kimley-Horn & Associates
Caleb Jones
13455 Noel Rd Two Galleria Office Tower
Ste. 700
Dallas, TX 75240

Cope Equities
900 W Bethany Dr, Ste. 230
Allen, TX 75013

Kimley-Horn & Associates
260 E. Davis St, Ste. 100
McKinney, TX 75069

Dear Applicants,

The request for a Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an C-1 (Retail Business) District and SF-1 (Single Family Residential) District to an R-2 (Multi-Family Residential) District located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-2 (Multi-Family Residential) District, the O-1 (75 & 82) Overlay District, the Sign Ordinance, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.4; Sec. 6.13.1, Sec. 7(13), Section 7 (14) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. The setbacks requirements are: Front and Rear – 25'; Sides - minimum 7', sum of both sides minimum 23'. (*Chapter 14, Exhibit A, Sec. 6.4)*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.4 and Section 7, Subsection 10(b))*
6. All finishes shall be masonry or masonry veneer. *(Chapter 14, Exhibit A, Section 6.4)*
7. The trash dumpster will need to be located inside the main building area and screened. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*

8. Every site adjacent to the highway right-of-way shall include a buffer strip, landscaped and irrigated, being ten (10) feet in depth adjacent to the highway right-of-way. *(Chapter 14, Exhibit A, Section 6.13.1, Subsection 6 (c)(2)).*
9. Screening of the property is required. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d))*
10. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b)*
11. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
12. The site plan is conceptual and will require final site plan approval from the Planning and Zoning Commission.
13. Impact fees will be required if the property was not platted before June 7, 2021 *(Chapter 13, Article. 13.11)*
14. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
15. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

16. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
17. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15)*
18. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
19. Water main must be extended in accordance with City criteria to serve proposed development. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))*
20. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
21. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I))*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Tom Pruitt, Utility Engineer
Billy Hartsfield, Fire Marshal
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
The Law Firm of Abernathy, Roeder, Boyd, & Hullett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 17.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

6000-6400 BLOCKS SOUTH U.S. HIGHWAY 75 AND 100-200 BLOCKS AKERS ROAD

The request of Jamestown Square, LLC (Owner), Cope Equities (Developer), Kimley-Horn (Engineer/Surveyor), DBA Architects (Architects), Caleb Jones (Representative), and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 20.123 acres in the John Chronister Survey, Abstract No. 248, as follows:

Planning and Zoning Commission

Zone change and conceptual site plan approval under Ordinance No. 2280, Section 12, from an C-1 (Retail Business) District and SF-1 (Single Family Residential) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The owner would like to update the zoning of Tract 2 from C-1 (Retail Business) District and SF-1 (Single Family Residential) District to an R-2 (Multi-Family Residential) District for a multi-family development:

- Lot 2A - 174 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2B - 144 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2C - 26 Townhomes (5 buildings)
- Lot 2D - 26 Townhomes (5 buildings)

The following has been approved for the property:

- October 19, 2021 - Zone change Being 19.347 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.

Adjacent Zoning:

C-1 (Retail Business) District
R-2 (Multi-Family Residential) District
M-1.5 (Medium Manufacturing)District
SF-1 (Single-Family Residential) District

Origination:

Jamestown Square, LLC (Owner)
Cope Equities (Developer)
Kimley-Horn (Engineer/Surveyor)
DBA Architects (Architects)
Caleb Jones (Representative)
Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

6

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Overlay Exhibit
Overlay Exhibit - Aerial
Concept Plan
Elevations
Landscape Plan
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 5.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6482

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.392 acres in the John Chronister Survey, Abstract No. 248 (Jamestown Square, LLC, Owner; Cope Equities, Developer; Kimley-Horn and Associates, Engineer/Surveyor; DBA Architects, Architects; Caleb Jones, Representative; and Underwood Drafting and Surveying, Surveyors; Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Jamestown Square, LLC (Owner), Cope Equities (Developer), Kimley-Horn (Engineer/Surveyor), DBA Architects (Architects), Caleb Jones (Representative), and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.392 acres in the John Chronister Survey, Abstract No. 248 for a zone change approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District and SF-1 (Single Family Residential) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The owner would like to update the zoning of Tract 2 from an M-1.5 (Medium Manufacturing) District and SF-1 (Single Family Residential) District to an R-1 (One-Family Residential) District:

- Lot 2A - 174 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2B - 144 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2C - 26 Townhomes (5 buildings)
- Lot 2D - 26 Townhomes (5 buildings)

The following has been approved for the property:

- October 19, 2021 - Zone change Being 19.347 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change and site plan approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an R-2 (Multi-Family Residential) District.

Origination:

Jamestown Square, LLC (Owner)
Cope Equities (Developer)
Kimley-Horn (Engineer/Surveyor)
DBA Architects (Architects)
Caleb Jones (Representative)
Underwood Drafting and Surveying (Surveyors)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6482
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Concept Plan
Landscape Plan
Boundary Overlay Exhibit-Aerial
Overlay Exhibit
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6482

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 6000-6400 BLOCKS OF SOUTH U.S. HIGHWAY 75 AND THE 100-200 BLOCKS OF AKERS ROAD, BEING 20.392 ACRES IN THE JOHN CHRONISTER SURVEY, ABSTRACT NO. 248 (JAMESTOWN SQUARE, LLC, OWNER; COPE EQUITIES, DEVELOPER; KIMLEY-HORN AND ASSOCIATES, ENGINEER/SURVEYOR; DBA ARCHITECTS, ARCHITECTS; CALEB JONES, REPRESENTATIVE; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

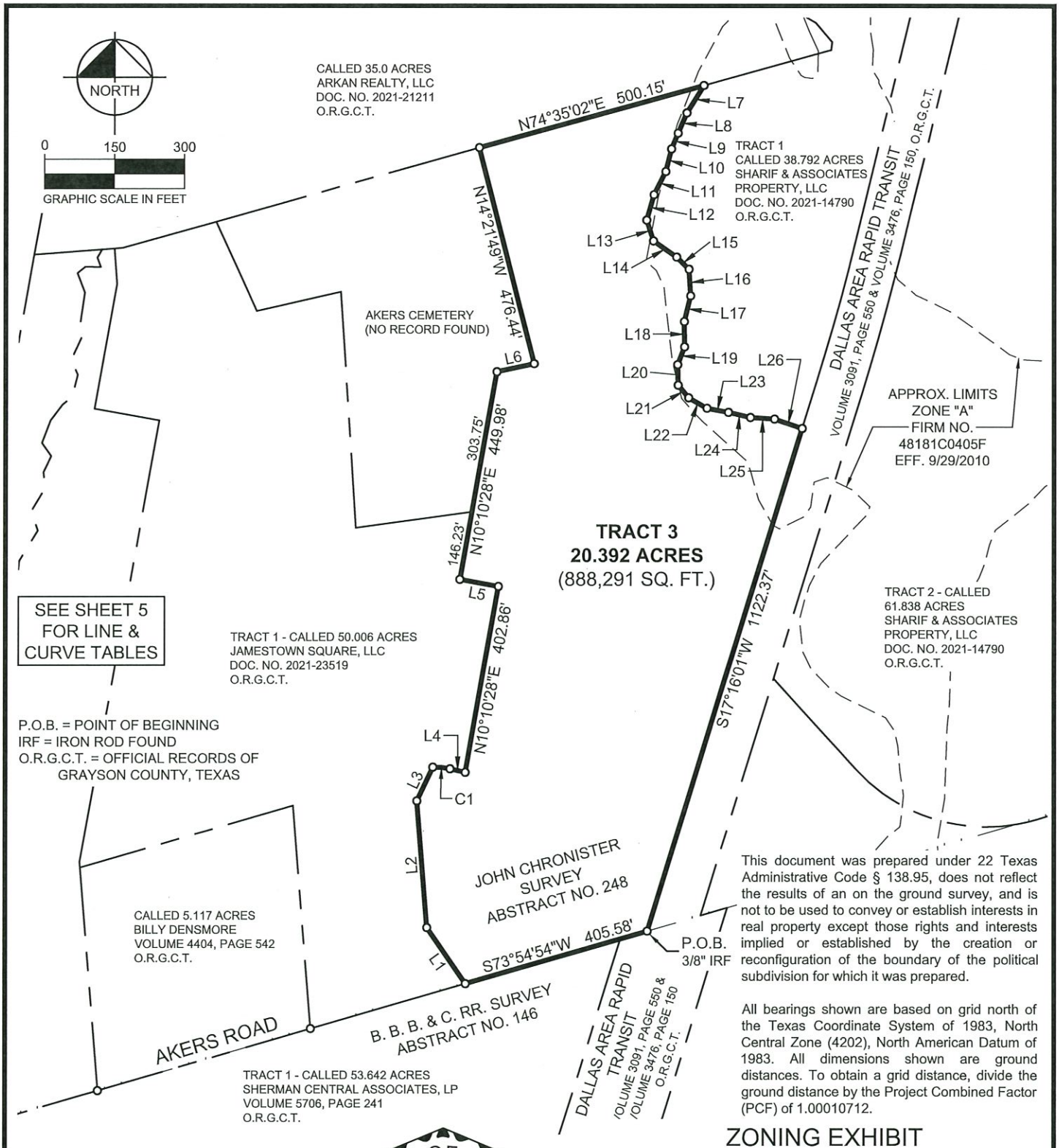
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, divide the ground distance by the Project Combined Factor (PCF) of 1.00010712.

ZONING EXHIBIT
TRACT 3
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
BRADY ALAN BECKER
6529
PROFESSIONAL
LAND SURVEYOR

3/21/2022

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	BB	KH	MAR. 2022	064512316	4 OF 5

LAND DESCRIPTION
TRACT 3

BEING a tract of land located in the John Chronister Survey, Abstract No. 248, City of Sherman, Grayson County, Texas, part of a called 50.006 acre Tract 1 described in the deed to Jamestown Square, LLC, recorded in Document No. 2021-23519 of the Official Records of Grayson County, Texas (O.R.G.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8-inch rod found in the westerly right-of-way line of a Dallas Area Rapid Transit (DART) tract described in the deed recorded in Volume 3091, Page 550 O.R.G.C.T. and Volume 3476, Page 150 O.R.G.C.T., the southerly line of Akers Road, for the southeast corner of said 50.006 acre tract;

THENCE South 73°54'54" West, along the southerly line of Akers Road, the easterly south line of said 50.006 acre tract, the north line of a called 53.642 acre Tract 1 described in the deed to Sherman Central Associates, LP, recorded in Volume 5706, Page 241 O.R.G.C.T., a distance of 405.58 feet to a point for corner;

THENCE North 34°34'48" West, departing the southerly line of Akers Road and the north line of said 53.642 acre tract, across said 50.006 acre tract, a distance of 145.32 feet to a point for corner;

THENCE North 04°34'48" West, continuing across said 50.006 acre tract, a distance of 270.88 feet to a point for corner;

THENCE North 25°25'12" East, continuing across said 50.006 acre tract, a distance of 79.68 feet to a point for corner, at the beginning of a non-tangent curve to the right with a radius of 145.00 feet, a central angle of 14°37'48", and a chord bearing and distance of South 84°28'35" East, 36.92 feet;

THENCE in an easterly direction, continuing across said 50.006 acre tract, with said non-tangent curve to the right, an arc distance of 37.02 feet to a point;

THENCE South 77°09'41" East, continuing across said 50.006 acre tract, a distance of 33.28 feet to a point for corner;

THENCE North 10°10'28" East, continuing across said 50.006 acre tract, a distance of 402.86 feet to a point for corner;

THENCE North 79°49'32" West, continuing across said 50.006 acre tract, a distance of 84.26 feet to a point for corner;

Continued on Sheet 2

ZONING EXHIBIT
TRACT 3
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BB	KH	MAR. 2022	064512316	1 OF 5

Continued from Sheet 1

THENCE North 10°10'28" East, continuing across said 50.006 acre tract, at a distance of 146.23 feet passing a point for the southerly southeast corner of Akers Cemetery (no record found) and an interior corner of said 50.006 acre tract, continuing along the southerly east line of Akers Cemetery and an easterly west line of said 50.006 acre tract, a total distance of 449.98 feet to a point for an interior corner of Akers Cemetery and a southerly northwest corner of said 50.006 acre tract;

THENCE North 77°49'05" East, along a northerly south line of Akers Cemetery and a southerly north line of said 50.006 acre tract, a distance of 81.97 feet to a point for the northerly southeast corner of Akers Cemetery and an interior corner of said 50.006 acre tract;

THENCE North 14°21'49" West, along the northerly east line of Akers Cemetery and an easterly west line of said 50.006 acre tract, a distance of 476.44 feet to a point in the southeast line of a called 35.0 acre tract described in the deed to Arkan Realty, LLC, recorded in Document No. 2021-21211 O.R.G.C.T., for the northeast corner of Akers Cemetery and an easterly northwest corner of said 50.006 acre tract;

THENCE North 74°35'02" East, along the southeast line of said 35.0 acre tract and the easterly northwest line of said 50.006 acre tract, a distance of 500.15 feet to a point for a southerly northwest corner of a called 38.792 acre Tract 1 described in the deed to Sharif & Associates Property, LLC, recorded in Document No. 2021-14790 O.R.G.C.T. and the northeast corner of said 50.006 acre tract;

THENCE departing the southeast line of said 35.0 acre tract, along the southerly west lines of said 38.792 acre tract and the northerly east lines of said 50.006 acre tract, the following courses and distances:

South 32°09'35" West, a distance of 69.41 feet to a point for corner;

South 23°34'54" West, a distance of 47.12 feet to a point for corner;

South 22°39'45" West, a distance of 36.50 feet to a point for corner;

South 14°18'21" West, a distance of 49.87 feet to a point for corner;

South 27°19'29" West, a distance of 55.67 feet to a point for corner;

South 16°02'42" West, a distance of 56.61 feet to a point for corner;

South 18°07'31" East, a distance of 46.70 feet to a point for corner;

South 55°23'48" East, a distance of 60.83 feet to a point for corner;

Continued on Sheet 3

ZONING EXHIBIT
TRACT 3
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BB	KH	MAR. 2022	064512316	2 OF 5

Continued from Sheet 2

South 45°39'44" East, a distance of 37.23 feet to a point for corner;

South 03°28'02" East, a distance of 56.90 feet to a point for corner;

South 13°49'55" West, a distance of 56.56 feet to a point for corner;

South 00°31'56" East, a distance of 53.95 feet to a point for corner;

South 21°15'44" West, a distance of 40.72 feet to a point for corner;

South 01°28'07" East, a distance of 43.78 feet to a point for corner;

South 39°51'00" East, a distance of 35.14 feet to a point for corner;

South 60°42'51" East, a distance of 45.53 feet to a point for corner;

South 79°10'04" East, a distance of 47.15 feet to a point for corner;

South 76°58'44" East, a distance of 48.68 feet to a point for corner;

South 86°16'37" East, a distance of 51.87 feet to a point for corner;

South 71°20'01" East, a distance of 62.69 feet to a point in the west line of said DART tract, for the southernmost southeast corner of said 38.792 acre tract and a southerly northeast corner of said 50.006 acre tract;

THENCE South 17°16'01" West, along the west line of said DART tract and the southerly east line of said 50.006 acre tract, a distance of 1,122.37 feet to the **POINT OF BEGINNING** and containing 20.392 acres (888,291 square feet) of land, more or less.

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, divide the ground distance by the Project Combined Factor (PCF) of 1.00010712.

3/21/2022

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

STATE OF TEXAS
REGISTERED
BRADY ALAN BECKER
6529
PROFESSIONAL
LAND SURVEYOR

ZONING EXHIBIT
TRACT 3
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BB	KH	MAR. 2022	064512316	3 OF 5

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N34°34'48"W	145.32'	L14	S55°23'48"E	60.83'
L2	N04°34'48"W	270.88'	L15	S45°39'44"E	37.23'
L3	N25°25'12"E	79.68'	L16	S03°28'02"E	56.90'
L4	S77°09'41"E	33.28'	L17	S13°49'55"W	56.56'
L5	N79°49'32"W	84.26'	L18	S00°31'56"E	53.95'
L6	N77°49'05"E	81.97'	L19	S21°15'44"W	40.72'
L7	S32°09'35"W	69.41'	L20	S01°28'07"E	43.78'
L8	S23°34'54"W	47.12'	L21	S39°51'00"E	35.14'
L9	S22°39'45"W	36.50'	L22	S60°42'51"E	45.53'
L10	S14°18'21"W	49.87'	L23	S79°10'04"E	47.15'
L11	S27°19'29"W	55.67'	L24	S76°58'44"E	48.68'
L12	S16°02'42"W	56.61'	L25	S86°16'37"E	51.87'
L13	S18°07'31"E	46.70'	L26	S71°20'01"E	62.69'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	14°37'48"	145.00'	37.02'	S84°28'35"E	36.92'

This document was prepared under 22 Texas Administrative Code § 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

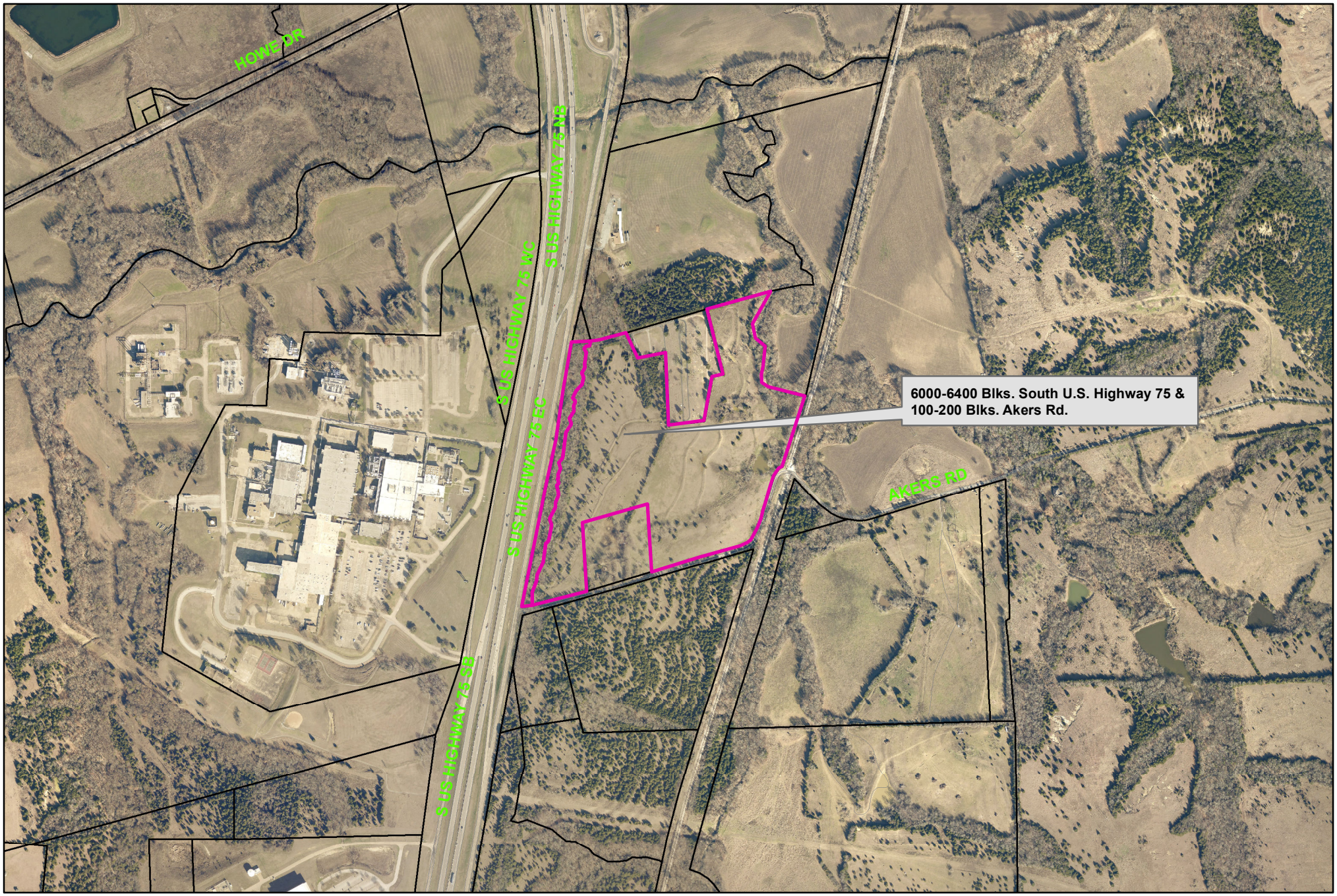
All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. All dimensions shown are ground distances. To obtain a grid distance, divide the ground distance by the Project Combined Factor (PCF) of 1.00010712.

ZONING EXHIBIT
TRACT 3
JOHN CHRONISTER SURVEY, A-248
CITY OF SHERMAN,
GRAYSON COUNTY, TEXAS

BRADY ALAN BECKER
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6529
6160 WARREN PKWY., SUITE 210
FRISCO, TEXAS 75034
PH. 972-335-3580
brady.becker@kimley-horn.com

Kimley»Horn
6160 Warren Parkway, Suite 210
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 300'	BB	KH	MAR. 2022	064512316	5 OF 5



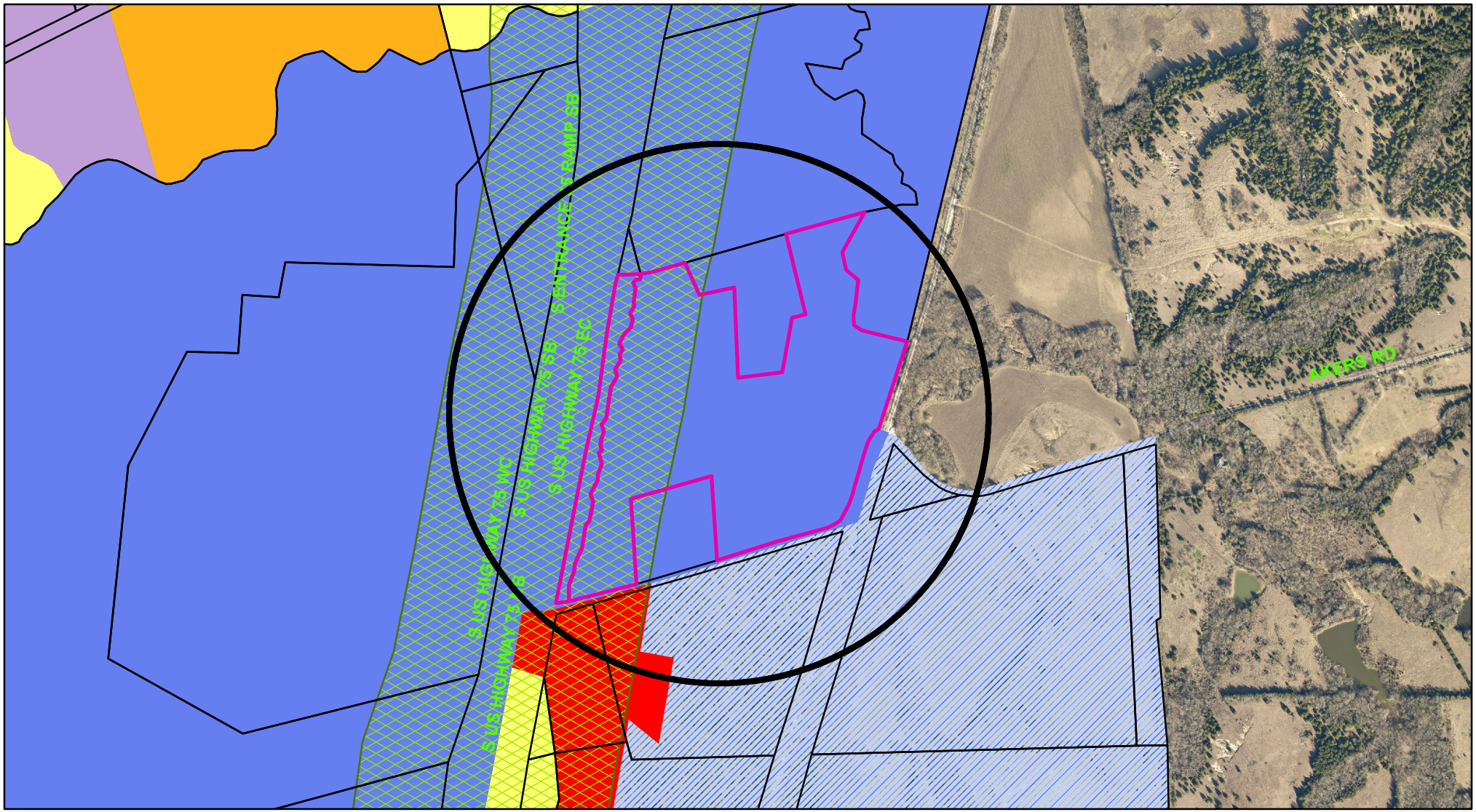
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road

NOT TO SCALE

1 in = 900 ft



Zoning - 6000-6400 Blocks South U.S. Highway 75 & 100-200 Blocks Akers Road

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 800 ft

6000-6400 South Highway 75 (Tract 3)

Kimley»Horn

March 23, 2022

City of Sherman
Department of Development Services
220 W. Mulberry
P.O. Box 1106
Sherman, Texas 75091

RE: Project Narrative – Jamestown Square

To Whom It May Concern:

Cope Equities, LLC. is a family-owned experienced horizontal and vertical development company with corporate offices in the DFW area focusing on building the community and integrating our family with your family. We specialize in collaborating with municipalities to improve and develop tracts of land providing commercial buildings, multi-family, and single-family residences.

In 1982, Dr. Richard Cope left chemical engineering for Texas real estate. 34 years, later his two sons, Stephen and Mark Cope, with 25 years of experience, currently lead the family business with significant growth:

- 2017: project closed for just $1 million
- 2021: $250 million in current projects
- 25 projects sold or currently in development
- 1800+ MF units under construction and in development
- 12-story, mixed-use office tower site

Our overall plan is to divide into separate tracts to develop commercial, multi-family (apartments & townhomes), and single-family homes. The commercial land will enhance the city as a place of growth and look to the future through development.

This site is at the doorstep of Sherman, from the south, and an excellent opportunity for Cope Equities to carry out the vision of the City of Sherman by bringing attractive commercial space, which will draw businesses and families. This growth of businesses and families will aid in supporting the growth of Sherman by providing a variety of living arrangements to the residents as well as business opportunities of Sherman, which will ultimately bring more tax revenue to the city.

Tract 1

- Lot 1A – Quick Serve Retail (restaurant, coffee shop, etc.)
- Lot 1B – 40,850 sq ft commercial space (3 buildings)
- Lot 1C – Quick Serve Retail (restaurant, coffee shop, etc.)
- Lot 1D – Quick Serve Retail (restaurant, coffee shop, etc.)

Tract 2

- Lot 2A - 174 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2B - 144 units, 3-Story Apartments, Amenities: clubhouse, dog park, pool
- Lot 2C - 26 Townhomes (5 buildings)
- Lot 2D - 26 Townhomes (5 buildings)

Tract 3

- 62 Single-Family Homes

We are excited to continue collaborating with the Sherman Development Department to work productively and efficiently through the design, review, and approval phases of the project including the Development, Engineering, Fire Marshalls, P&Z and City Council. We are optimistic and excited to build and strengthen our relationship with the City of Sherman.

This project is a recent approved zoning case with the City. Since the zoning approval, Kimley-Horn was brought in on the project to perform the Civil Engineering design and better understand existing constraints on-site. Kimley-Horn determined that a regional detention pond would be required on-site. It was also determined through an environmental study that the site had existing jurisdictional aquatic features. Jurisdictional aquatic features required major USACE permitting to remove or mitigate. Cope Equities decided that avoiding the jurisdictional aquatic features with construction activity would be the best solution for the development.

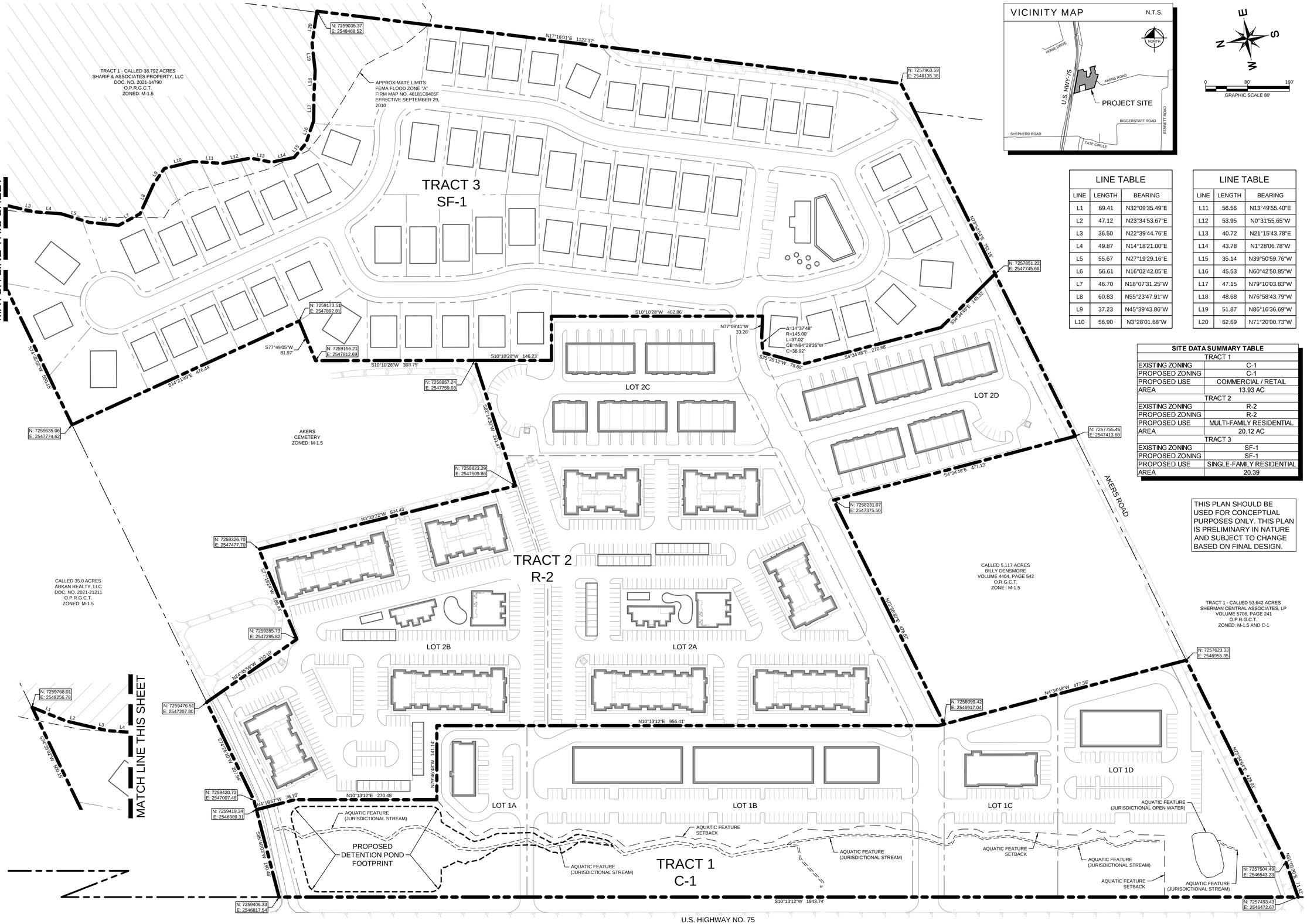
The proposed detention pond and existing jurisdictional aquatic features constrain the site plan that was approved by the City in the last zoning case. It was determined that the multi-family zoning boundary needed to change. This information was presented to the Development Services department at the City on February 17, 2022. The City confirmed that the multi-family zoning boundary would require another zoning submittal. This zoning submittal is to revise the zoning boundaries based on the latest site plan.

Please contact me at (972) 770-1370 or jonathan.kerby@kimley-horn.com should you have any concerns.

Sincerely,

Kimley-Horn & Associates, Inc.

Jonathan Kerby, P.E.



VICINITY MAP

N.T.S.

LINE TABLE		
LINE	LENGTH	BEARING
L1	69.41	N32°09'35.49"E
L2	47.12	N23°34'53.67"E
L3	36.50	N22°39'44.76"E
L4	49.87	N14°18'21.00"E
L5	55.67	N27°19'29.16"E
L6	56.61	N16°02'42.05"E
L7	46.70	N18°07'31.25"W
L8	60.83	N55°23'47.91"W
L9	37.23	N45°39'43.86"W
L10	56.90	N3°28'01.68"W

LINE TABLE		
LINE	LENGTH	BEARING
L11	56.56	N13°49'55.40"E
L12	53.95	N0°31'55.65"W
L13	40.72	N21°15'43.78"E
L14	43.78	N1°28'06.78"W
L15	35.14	N39°50'59.76"W
L16	45.53	N60°42'50.85"W
L17	47.15	N79°10'03.83"W
L18	48.68	N76°58'43.79"W
L19	51.87	N86°16'36.69"W
L20	62.69	N71°20'00.73"W

SITE DATA SUMMARY TABLE	
TRACT 1	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	13.93 AC
TRACT 2	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	20.12 AC
TRACT 3	
EXISTING ZONING	SF-1
PROPOSED ZONING	SF-1
PROPOSED USE	SINGLE-FAMILY RESIDENTIAL
AREA	20.39

THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

OVERALL ZONING CONCEPT PLAN

SHEET NUMBER
C-01

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREFS:
XLAST SAVED BY
PLOT DATE
DWG PATH
DWG NAME
ltdisp-24C06 , xSite-ByDivhes , xBody , xServ , xAquaticFeatures
JCKERBY, 3/22/2022 10:44 AM
K:\DAL_CIVIL\064512316 - CHA JAMESTOWN SHERMAN 64-AC\CAD\EXHIBITS
C-01 - OVERALL ZONING CONCEPT PLAN.DWG
Plotted by: Caitlin Johnson (Kimley-Horn)

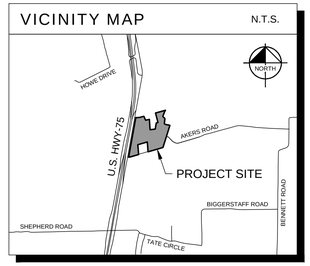
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1A)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 2.50 AC
BUILDING AREA	± 4,650 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 2 SEATS)	TBD
PARKING PROVIDED	16 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.04:1

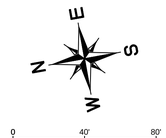
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1B)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 5.52 AC
BUILDING AREA	± 40,850 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 200 SF)	205 SPACES
PARKING PROVIDED	130 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.17:1

LEGEND

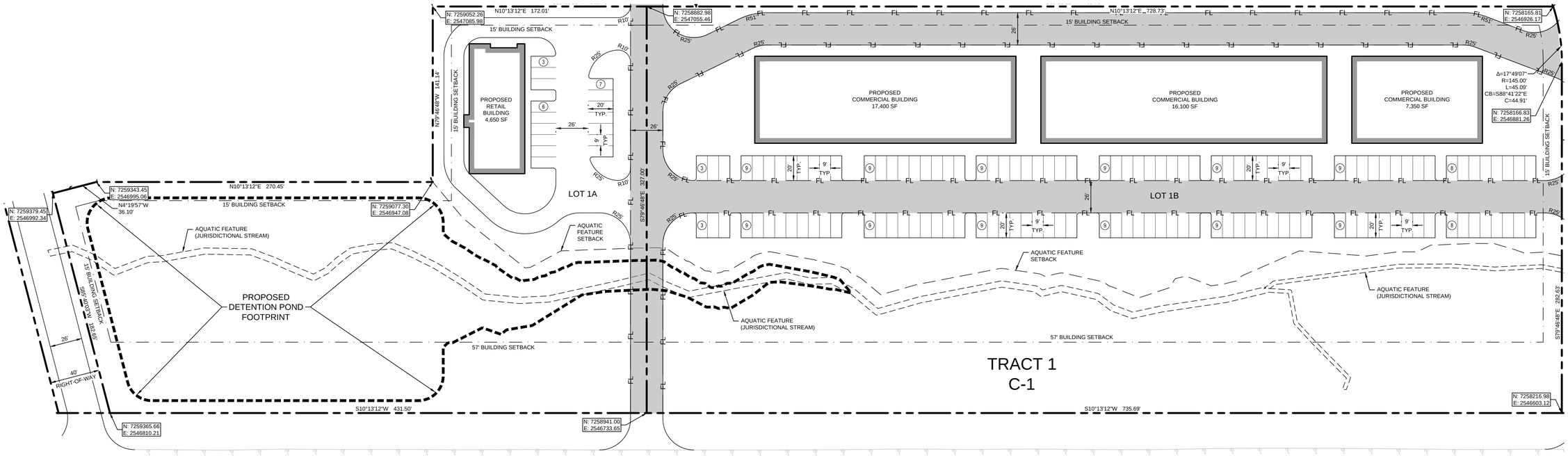
- PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) NUMBER OF PARKING SPACES
- TYP. TYPICAL
- EX. EXISTING
- PROP. PROPOSED

VICINITY MAP N.T.S.





THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.



NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

XREFS
ATT-SHEET
PLOT STAMP
DWG PATH
DWG NAME
xBldr-24X36 , xSite-ByOthers , xBndy , xMstr , xAuxiliaryFeatures , xSurv
3/23/2022 2:41:53 PM
K:\DAL_CIVIL\064512316 - CAS JAMES\Town Sheet\Main\54-ACAD\Exhibits\
064512316_TRACT 1 - LOTS 1A & 1B.dwg
Layout Tab: C-02 TRACT 1 - LOTS 1A & 1B

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/23/2022

KHA PROJECT 064512316

DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN
TRACT 1 - LOTS 1A & 1B

SHEET NUMBER
C-02

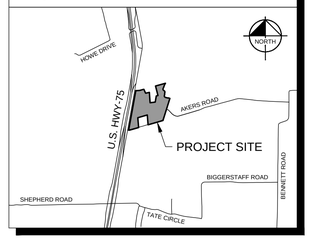
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1C)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 1.79 AC
BUILDING AREA	± 8,600 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 2 SEATS)	TBD
PARKING PROVIDED	39 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.11:1

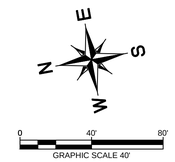
SITE DATA SUMMARY TABLE - TRACT 1 (LOT 1D)	
EXISTING ZONING	C-1
PROPOSED ZONING	C-1
PROPOSED USE	COMMERCIAL / RETAIL
AREA	± 3.17 AC
BUILDING AREA	± 10,850 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
PARKING REQUIRED (1 SPACE / 200 SF)	55 SPACES
PARKING PROVIDED	99 SPACES
SETBACKS (HWY-75 OVERLAY DISTRICT)	FRONT: 25' + 32' = 57' REAR: 10' SIDE: 0' ADJACENT RESIDENTIAL: 15' ADJACENT R.O.W.: 15'
FLOOR AREA RATIO	0.08:1

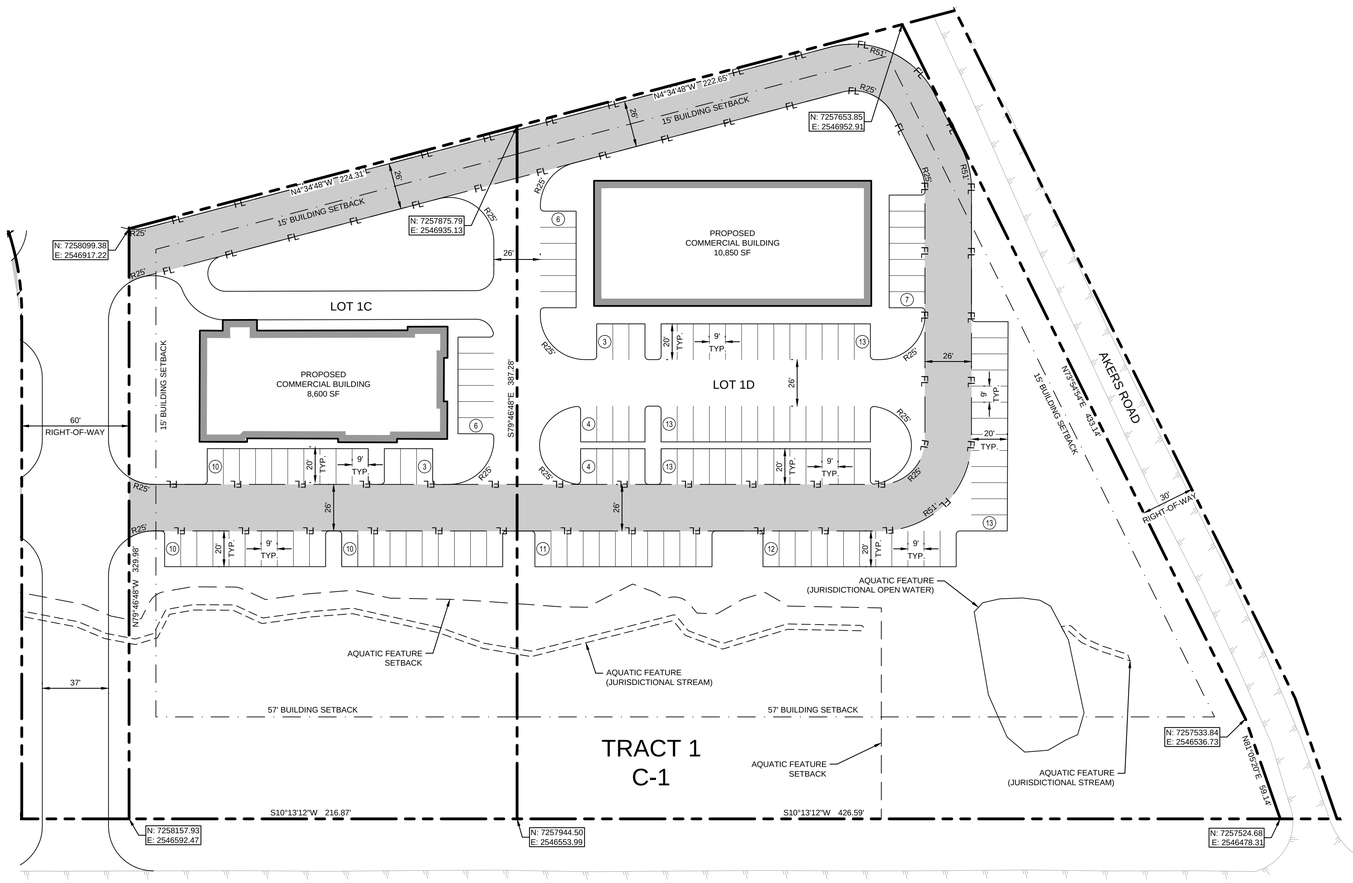
LEGEND

- PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) NUMBER OF PARKING SPACES
- TYP. TYPICAL
- EX. EXISTING
- PROP. PROPOSED

VICINITY MAP N.T.S.







U.S. HIGHWAY NO. 75

THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL
SITE PLAN
TRACT 1 - LOTS 1C & 1D

SHEET NUMBER
C-03

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

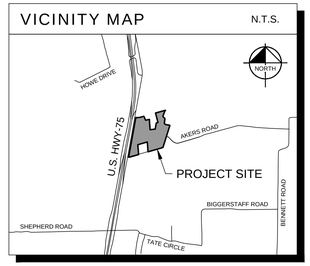
XREFS:
dtm-24r36 xSite-ByOthers xBndy xHrch xAcadiaFeatures - rSurv
POSTTOPO:
3D3DSURFACE
DWG PATH:
DWG NAME:
PLOT DATE:
K:\DAL_Civil\064512316 - CAS JAMESTOWN SHERMAN 64-ACCAD\EXHIBITS
CONCEPTUAL SITE PLAN.dwg
3/23/2022 10:44 AM

SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2A)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 6.88 AC
BUILDING AREA	± 71,000 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	174 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT)	348 SPACES
PARKING PROVIDED	375 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.67:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	239 UNITS

LEGEND

- FL — PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) — NUMBER OF PARKING SPACES
- TYP. — TYPICAL
- EX. — EXISTING
- PROP. — PROPOSED

VICINITY MAP N.T.S.



THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT 064512316
DATE MARCH 2022
SCALE AS SHOWN
DESIGNED BY JCK
DRAWN BY CBJ
CHECKED BY RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN TRACT 2 - LOT 2A

SHEET NUMBER
C-04

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

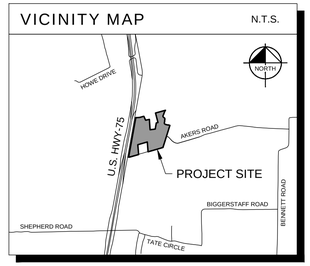
ISSUES
PRINTED
LAST SAVED BY
PLOT DATE
DWG PATH
DWG NAME
xBldr-2k3(B) xSite-By-Others xBndy xHtch xAquaticFeatures xSurv
JCKERBY 03/22/2022 10:44 AM
03/22/2022 10:43 AM
K:\DAL_CIV\064512316 - CAS JAMESTOWN SHERMAN 54-AC\ACAD\EXHIBITS
C-04 CONCEPTUAL SITE PLAN.DWG

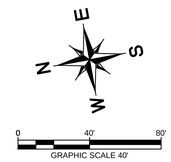
SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2B)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 6.03 AC
BUILDING AREA	± 60,100 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	144 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT)	288 SPACES
PARKING PROVIDED	300 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.64:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	210 UNITS

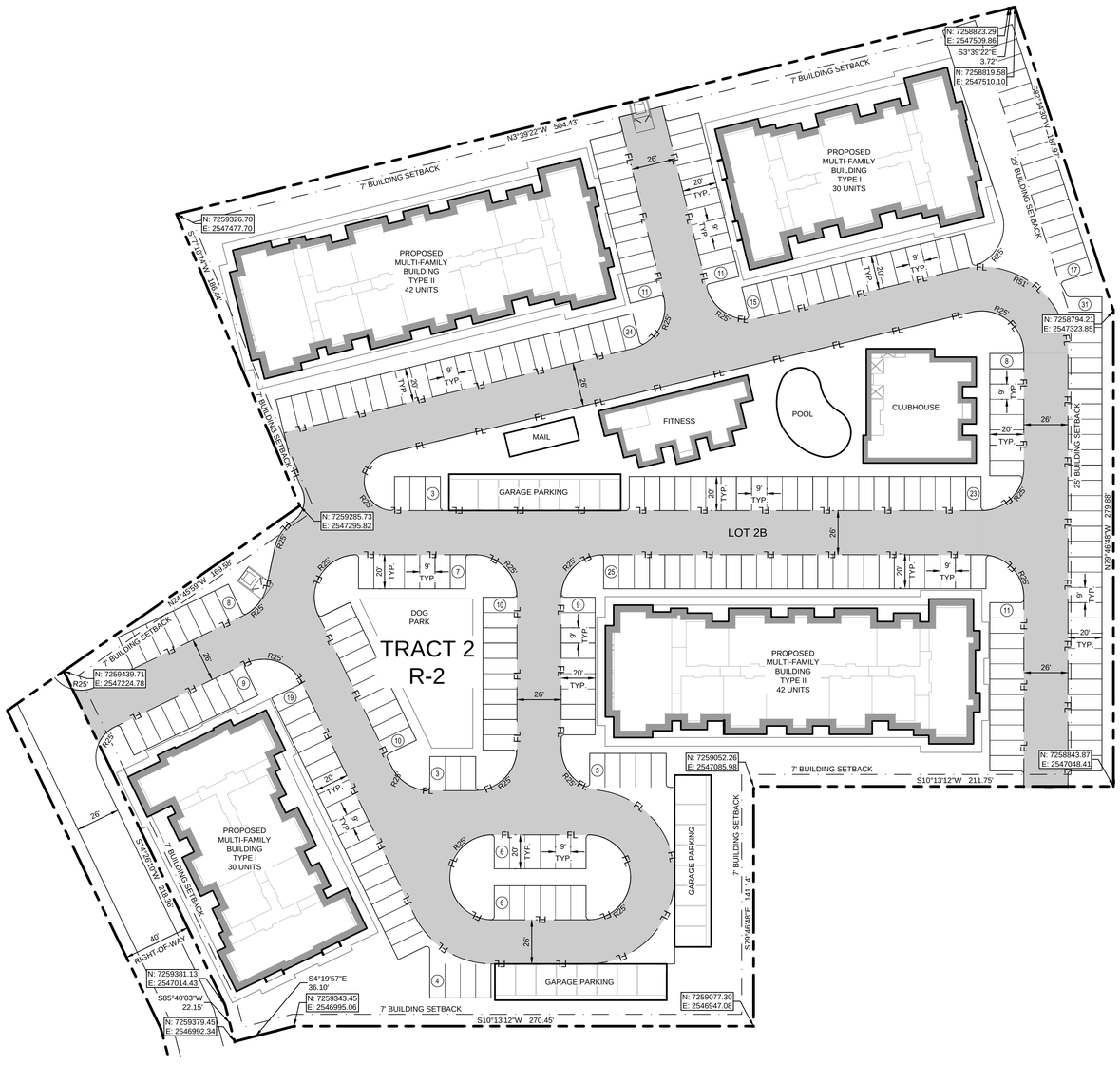
LEGEND

- FL — PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) — NUMBER OF PARKING SPACES
- TYP. — TYPICAL
- EX. — EXISTING
- PROP. — PROPOSED

VICINITY MAP N.T.S.







THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: (972) 770-1300 FAX: (972) 239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/23/2022

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN TRACT 2 - LOT 2B

SHEET NUMBER
C-05

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
XREFS
ATT Tables
ASSET Table ID
DWG PATH
DWG NAME
LAYOUT NAME
xline-24CB1 xSite-ByOthers xSHy xHtch xAquaticFeatures xSrv
3DOBJECTS 2:18:59 3/23/2022 10:44 AM
K:\DAL_CIVIL\064512316 - CA18 JAMES TOWN SHERMAN 24-AC\CAD\EXHIBITS
C-05_CONCEPTUAL SITE PLAN.dwg
C-05_CONCEPTUAL SITE PLAN

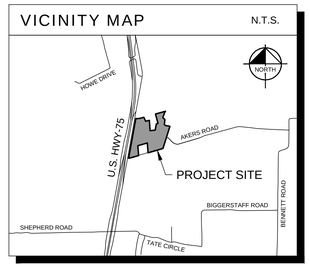
SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2C)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 2.76 AC
BUILDING AREA	± 33,700 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	26 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT) - OR - (1 SPACE / 1 BEDROOM)	78 SPACES
PARKING PROVIDED	115 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.56:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	96 UNITS

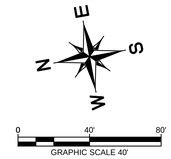
SITE DATA SUMMARY TABLE - TRACT 2 (LOT 2D)	
EXISTING ZONING	R-2
PROPOSED ZONING	R-2
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
AREA	± 2.83 AC
BUILDING AREA	± 33,700 SF
BUILDING HEIGHT MAX	< 45' - 3 STORY
TOTAL UNITS PROVIDED	26 UNITS
PARKING REQUIRED (2 SPACES / 1 UNIT) - OR - (1 SPACE / 1 BEDROOM)	78 SPACES
PARKING PROVIDED	110 SPACES
SETBACKS	FRONT: 25' REAR: 25' SIDE: 7'
FLOOR AREA RATIO	0.55:1
MAX DENSITY PERMITTED (1 UNIT / 1,250 SF LAND)	98 UNITS

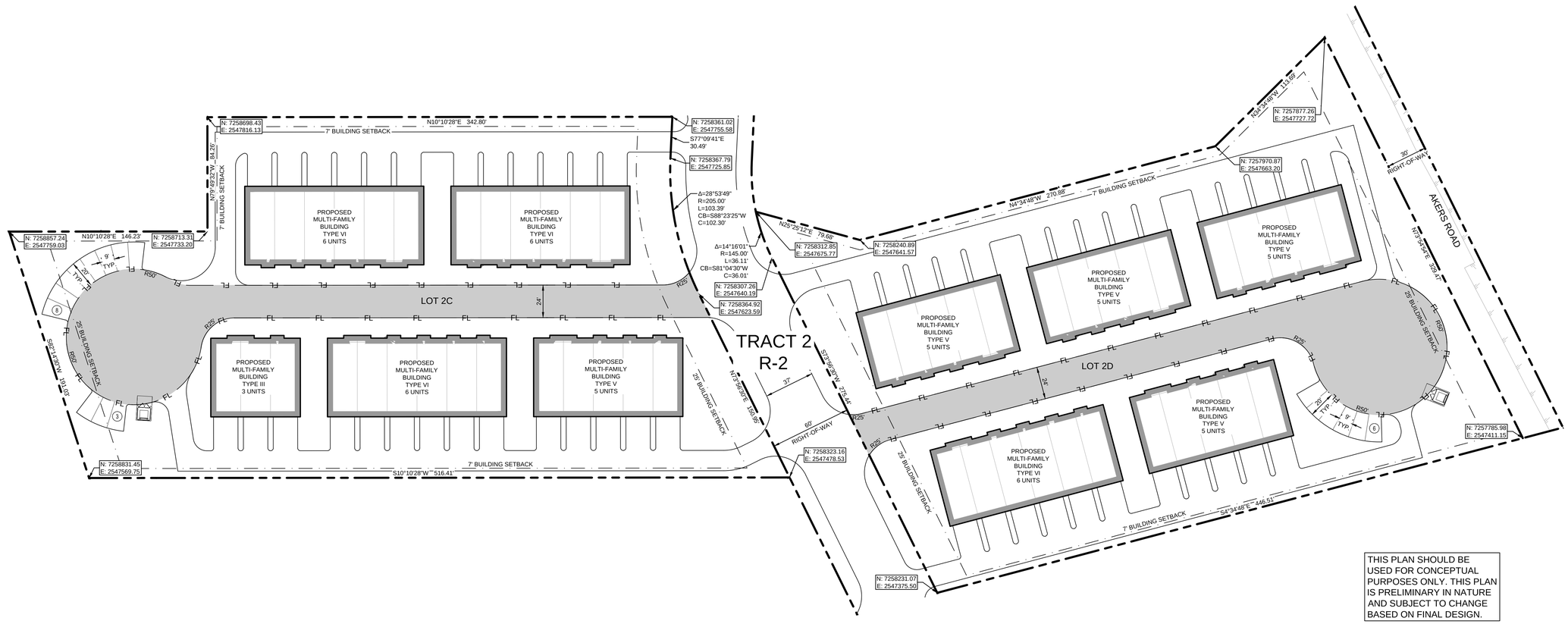
LEGEND

- FL — PROPOSED FIRE LANE
- EXISTING PAVEMENT
- PROPOSED BUILDING
- (X) — NUMBER OF PARKING SPACES
- TYP. — TYPICAL
- EX. — EXISTING
- PROP. — PROPOSED

VICINITY MAP N.T.S.







THIS PLAN SHOULD BE USED FOR CONCEPTUAL PURPOSES ONLY. THIS PLAN IS PRELIMINARY IN NATURE AND SUBJECT TO CHANGE BASED ON FINAL DESIGN.

NOTES:

1. FIRE LANE DIMENSIONS FOR BUILDINGS LESS THAN 35' IN HEIGHT ARE A MINIMUM OF 24' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND 49' OUTSIDE RADIUS.
2. FIRE LANE DIMENSIONS FOR BUILDINGS GREATER THAN OR EQUAL TO 35' IN HEIGHT ARE A MINIMUM OF 26' WIDE WITH A MINIMUM 25' INSIDE RADIUS AND A MINIMUM 51' OUTSIDE RADIUS.
3. ALL 90° PARKING STALLS ARE SHOWN TO BE 9' X 20' PER CITY OF SHERMAN REQUIREMENTS.
4. ALL PRIVATE DRIVE AISLES ARE A MINIMUM OF 24' WIDE; UNLESS OTHERWISE NOTED; EXCLUDING FIRE LANES AND PUBLIC STREETS.

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes.
Kimley»Horn
Engineer: JONATHAN C. KERBY, P.E.
P.E. No.: 127734 Date: 03/22/2022

KHA PROJECT 064512316
DATE MARCH 2022
SCALE AS SHOWN
DESIGNED BY JCK
DRAWN BY CBJ
CHECKED BY RCL

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

CONCEPTUAL SITE PLAN
TRACT 2 - LOTS 2C & 2D

SHEET NUMBER
C-06

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES:
XREFS:
PLOT STYLE TABLE: 20SCD_C.ctb
PLOT DATE: 3/23/2022 10:44 AM
DWG PATH: K:\DAL_Civil\064512316_CAD_SHERMAN\04-ACCA\EXHIBITS\
DWG NAME: C-06 CONCEPTUAL SITE PLAN.dwg

Jamestown Square
Code Calculations Chart

Site Data - Tract 1	AC	SF
Site Area	14.95	651,155.14
Parking Area	314,102	

Site Landscape Area	Required (% / SF)	Provided (% / SF)
10% of parking area to be landscaped	10%	10%
	31,410	31,455
40% of landscape to be within islands	40%	100%
	12,564	31,455
Landscape Area Total (Tract 1)	274,802	42%

Site Data - Tract 2	AC	SF
Site Area	19.35	842,749.40
Parking Area	345,574	

Site Landscape Area	Required (% / SF)	Provided (% / SF)
10% of parking area to be landscaped	10%	10%
	34,557	34,686
40% of landscape to be within islands	40%	100%
	13,823	34,686
Landscape Area Total (Tract 2)	267,536	32%

Site Data - Tract 3	AC	SF
Site Area	20.23	881,300.35
Parking Area	10,155	

Site Landscape Area	Required (% / SF)	Provided (% / SF)
10% of parking area to be landscaped	10%	10%
	1,016	1,020
40% of landscape to be within islands	40%	100%
	406	1,020
Landscape Area Total (Tract 3)	565,862	64%

PLANT SCHEDULE

TREES	COMMON / BOTANICAL NAME	CONT.	SIZE	QTY	REMARKS
	Bald Cypress / Taxodium distichum	3" cal	12`-14` ht	45	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	Cedar Elm / Ulmus crassifolia	3" cal	12`-14` ht	53	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS, 14` CLEAR AT FIRELANE
	Live Oak / Quercus virginana	3" cal	12`-14` ht	48	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS
	Shumard Oak / Quercus shumardii	3" cal	12`-14` ht	39	B&B, NURSERY GROWN, MATCHED, FULL, WELL-BRANCHED, STRONG CENTRAL LEADER, 7` CLEAR AT SIDEWALKS

NORTH
0' 100' 200'
Scale: 1" = 100'-0"

Landscape Plan
Scale: 1" = 100' - 0"

A

SHEET NUMBER
L1.00

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2022 KIMLEY-HORN
260 E. DAVIS STREET, SUITE 100
MCKINNEY, TEXAS 75069
PHONE: (469) 301-2580
TEXAS REGISTERED ENGINEERING FIRM F-928

PRELIMINARY
FOR REVIEW ONLY
Not for construction or permit purposes
Kimley»Horn
P.L.A. Courtney L. Smith
L.A. No. 3323 Date 03/23/2022

KHA PROJECT
094512316

DATE
MARCH 2022

SCALE AS SHOWN
DESIGNED BY CLS
DRAWN BY NJF
CHECKED BY AJB

JAMESTOWN SQUARE
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

LANDSCAPE PLAN

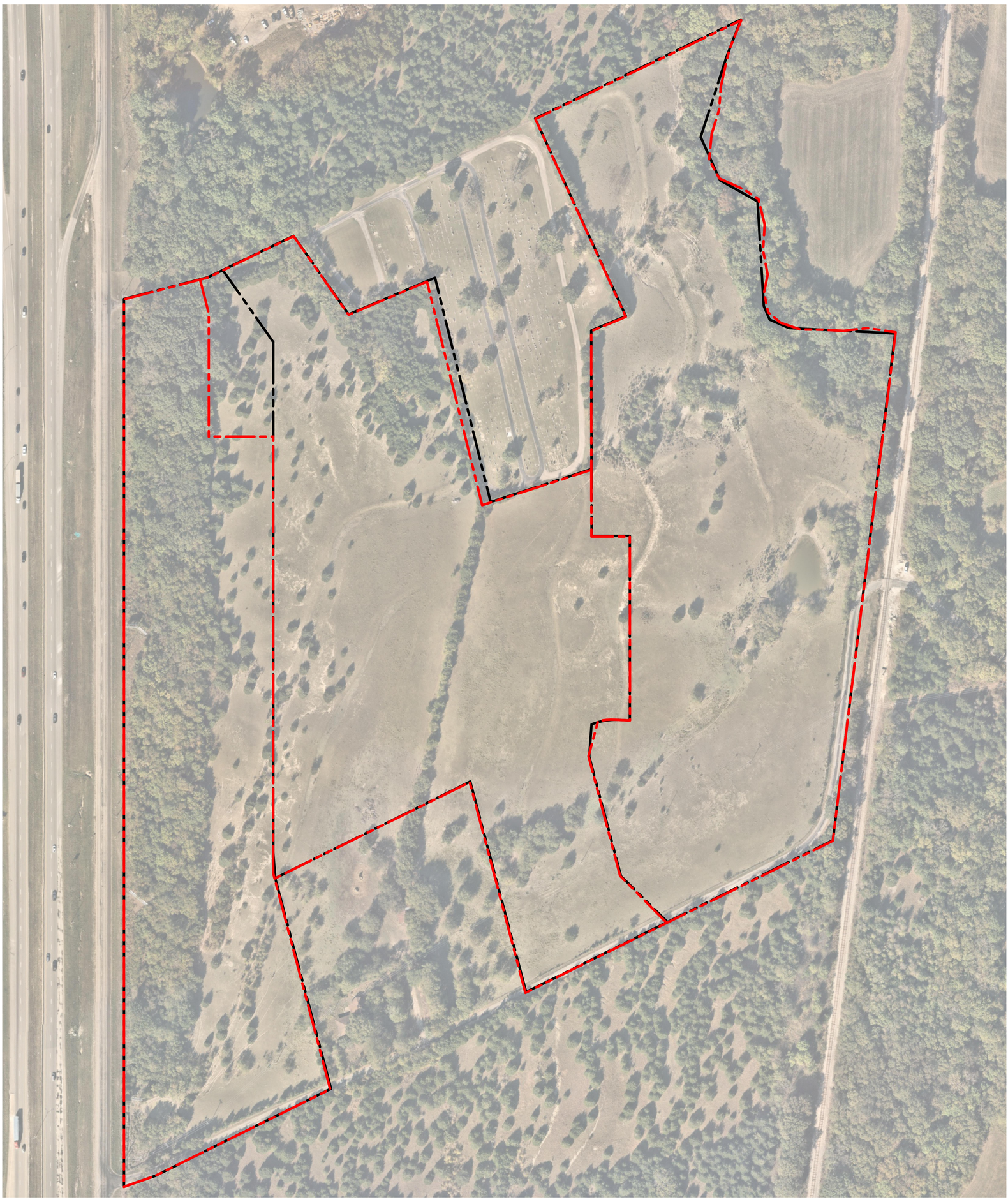
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

IMAGES
WIDTH
LAST SAVED
PLOT DATE
DWG PATH
DWG NAME

+Dyn +Dlx +Dref +Bnd 24XB +EG
3/23/2022 10:54 AM
3/23/2022 10:54 AM
K:\MKN\L_LA\P_PRO\KCT\094512316 - CAB JAMESTOWN SHERMAN 54-ACRE\WORKING\STITTLEBLOCK
X:\Batch 24x36.DWG, [L1.00(24x36)-PE1 FLAT]

IMAGES Aerial :
XREFS xBndr-24X36 : xBndy : xAerial
LAST SAVED 3/28/2022 11:14 AM
PLOTTED BY JONES, CALEB 3/28/2022 11:28 AM
DWG PATH K:\DAL_CIVIL\064512316 - CA18 JAMESTOWN SHERMAN 54-AC\CAD\EXHIBITS
DWG NAME ZONING BOUNDARIES OVERLAY.DWG , [EXHIBIT]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

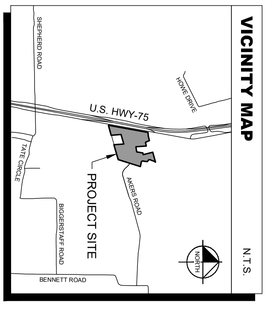


LEGEND

OLD ZONING BOUNDARY

NEW ZONING BOUNDARY

VICINITY MAP



GRAPHIC SCALE 100'
0
100'
200'

N
E
W
S

ZONING BOUNDARIES OVERLAY EXHIBIT

SHEET NUMBER EXH

JAMESTOWN SQUARE

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

KHA PROJECT	064512316
DATE	MARCH 2022
SCALE	AS SHOWN
DESIGNED BY	JCK
DRAWN BY	CBJ
CHECKED BY	RCL

Kimley»Horn

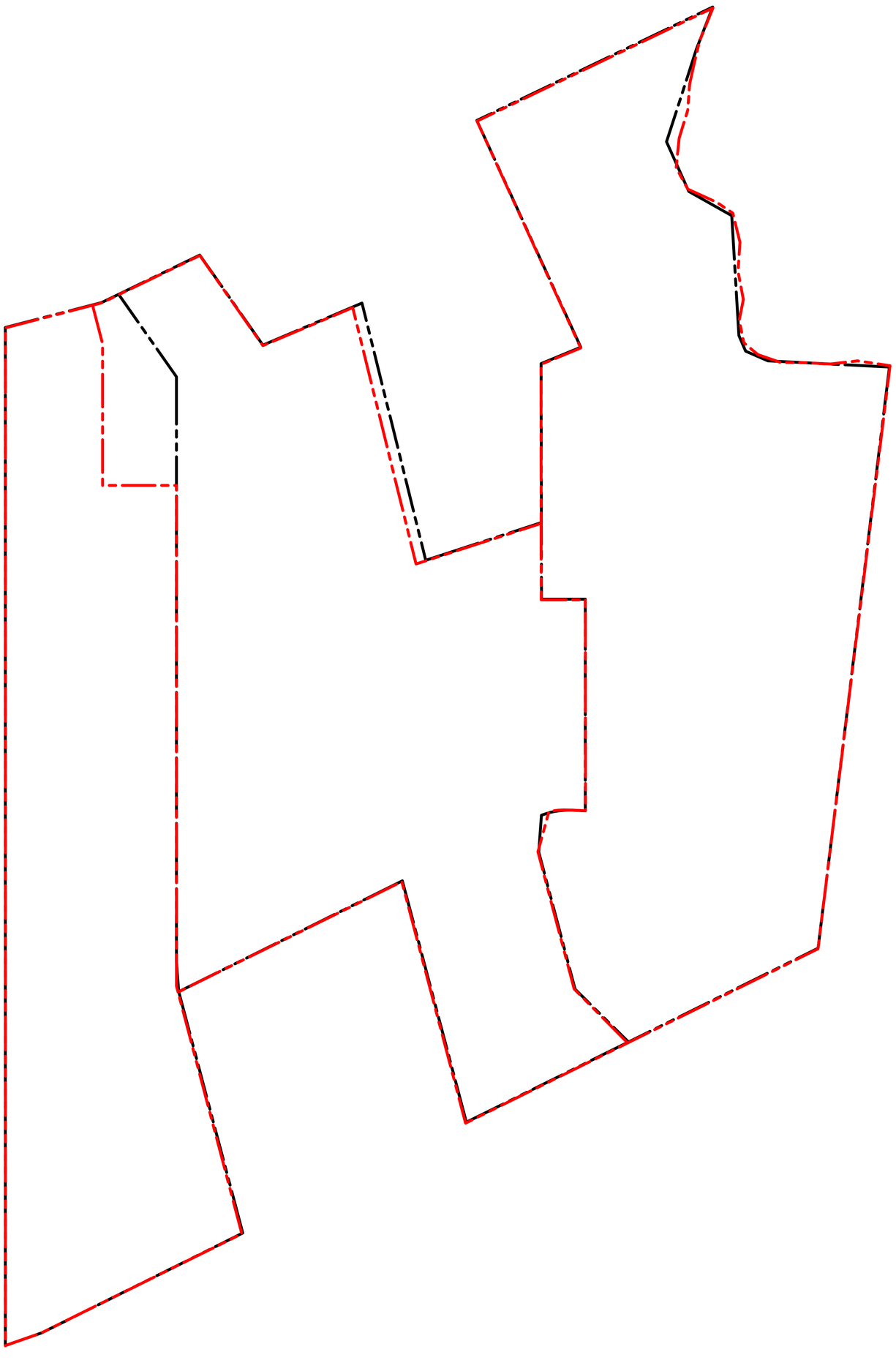
© 2022 KIMLEY-HORN

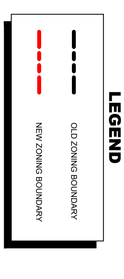
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

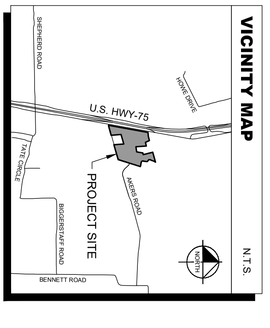
No.	REVISIONS	DATE	BY

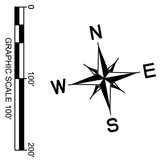
IMAGES
XREFS
LAST SAVED 3/28/2022 11:14 AM
PLOTTED BY JONES, CALEB 3/28/2022 11:15 AM
DWG PATH K:\DAL_CIVIL\064512316 - CA18 JAMESTOWN SHERMAN 54-AC\CAD\EXHIBITS
DWG NAME ZONING BOUNDARIES OVERLAY.DWG , [EXHIBIT]

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.









SHEET NUMBER EXH	ZONING BOUNDARIES OVERLAY EXHIBIT	**JAMESTOWN SQUARE** CITY OF SHERMAN GRAYSON COUNTY, TEXAS	KHA PROJECT 064512316 DATE MARCH 2022 SCALE AS SHOWN DESIGNED BY JCK DRAWN BY CBJ CHECKED BY RCL	Kimley»Horn	No. REVISIONS DATE BY

© 2022 KIMLEY-HORN
13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM F-928

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

Jamestown Square, LLC
900 W Bethan Dr, Ste. 230
Allen, TX 75013

Kimley-Horn & Associates
260 E. Davis St, Ste. 100
McKinney, TX 75069

Kimley-Horn & Associates
Caleb Jones
13455 Noel Rd Two Galleria Office Tower
Ste. 700
Dallas, TX 75240

DBA Architects
111 S Kentucky, Ste. 210
McKinney, TX 75069

Cope Equities
900 W Bethany Dr, Ste. 230
Allen, TX 75013

Dear Applicants,

The request for a zone change approval under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District and SF-1 (Single Family Residential) District to an R-1 (One-Family Residential) District located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (Single-Family Residential) District, the Fence Ordinance and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.2; Sec. 7(13) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.2 and Section 7, Subsection 10(b))*
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b)*
6. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
7. Impact fees will be required if the property was not platted before June 7, 2021 *(Chapter 13, Article. 13.11)*
8. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director

of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.

9. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

10. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
11. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.)*
12. Southeastern right of way onto Akers Road in Tract 3 does not meet standard and will need to be relocated prior to civil review.
13. Verify fire requirements and code compliance with Fire Marshal. *(Code of Ordinances Chapter 3.02(c))*
14. Water main must be extended in accordance with City criteria to serve proposed development. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))*
15. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
16. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I))*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 18.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

6000-6400 BLOCKS SOUTH U.S. HIGHWAY 75 AND 100-200 BLOCKS AKERS ROAD

The request of Jamestown Square, LLC (Owner), Cope Equities (Developer), Kimley-Horn (Engineer/Surveyor), DBA Architects (Architects), Caleb Jones (Representative), and Underwood Drafting and Surveying (Surveyors) concerning the property in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, being 20.392 acres in the John Chronister Survey, Abstract No. 248; as follows:

Planning and Zoning Commission

Zone change under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District and SF-1 (Single Family Residential) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 6000-6400 blocks of South U.S. Highway 75 and the 100-200 blocks of Akers Road, the northeast corner of Highway 75 and Akers Road. The owner would like to update the zoning of Tract 3 from M-1.5 (Medium Manufacturing) District and SF-1 (Single Family Residential) District to an R-1 (One-Family Residential) District for 62 single-family homes.

The following has been approved for this property:

- October 19, 2021 - Zone Change for Tract 3 – Being 20.232 acres in the John Chronister Survey, Abstract No. 248 and the William Martin Survey, Abstract No. 765 - Zone change under Ordinance No. 2280, Section 12, from an M-1.5 (Medium Manufacturing) District to an SF-1 (Single-Family Residential) District.

Adjacent Zoning:

R-2 (Multi-Family Residential) District
M-1.5 (Medium Manufacturing)District
ETJ (Extra Territorial Jurisdiction)

Origination:

Jamestown Square, LLC (Owner)
Cope Equities (Developer)
Kimley-Horn (Engineer/Surveyor)
DBA Architects (Architects)
Caleb Jones (Representative)
Underwood Drafting and Surveying (Surveyors)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

6

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Overlay Exhibit
Overlay Exhibit - Aerial
Concept Plan
Landscape Plan
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 6.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6483

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Meeting Hall (Event Center) in a C-2 (General Commercial) District at 5116 Texoma Parkway, being 0.722 acres and being part of D.C. Shelp Survey, Abstract No.1097 (Ruben Alvarez, Zula Investments, LLC, Owner; Kent Hughlett , Representative/Architect; and Underwood Drafting & Surveying, Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit to Allow a Meeting Hall (Event Center) in a C-2 (General Commercial) District at 5116 Texoma Parkway, being 0.722 acres and being part of D.C Shelp Survey, Abstract No.1097 (Ruben Alvarez, Zula Investments, LLC, Owner; Kent Hughlett, Representative/Architect; and Underwood Drafting & Surveying, Inc., Surveyor)

Background:

The property is located at 5116 Texoma Parkway, near the northwest corner of Fallon Drive and Texoma Parkway and is zoned a C-2 (General Commercial) District. The owner would like a specific use permit to allow an event center for weddings and quinceaneras. The remodeled facility will seat about 120 people.

Origination:

Ruben Alvarez, Zula Investments, LLC (Owner)
Kent Hughlett (Representative/Architect)
Underwood Drafting and Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6483
Exhibit A - Survey
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Narrative
Floor Plan/Elevations
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6483

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A MEETING HALL (EVENT CENTER) IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 5116 TEXOMA PARKWAY, BEING 0.722 ACRES AND BEING PART OF D.C. SHELP SURVEY, ABSTRACT NO. 1097 (RUBEN ALVAREZ, ZULA INVESTMENTS, LLC, OWNER; KENT HUGHLETT, REPRESENTATIVE/ARCHITECT; AND UNDERWOOD DRAFTING & SURVEYING, INC., SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, Ruben Alvarez, Zula Investments, LLC (Owner), Kent Hughlett (Representative/Architect) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property at 5116 Texoma Parkway, being 0.722 acres and being part of D.C Shelp Survey, Abstract No.1097 are granted a Specific Use Permit to allow a meeting hall (event center) in a C-2 (General Commercial) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General

Commercial) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) and Sec. 17)*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one (1) space per 400 square feet gross floor space. *(Chapter 14, Exhibit A, Section 8, Subsection 5(a))*
5. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
7. The trash dumpster must be located inside the main building area. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*
8. The abandoned billboard on the property shall be removed. *(Chapter 14, Exhibit A, Section 7, Subsection 14(d))*
9. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
10. The property must be properly maintained in a state of good repair and neat appearance.
11. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
12. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
13. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

14. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

Additional Conditions:

16. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

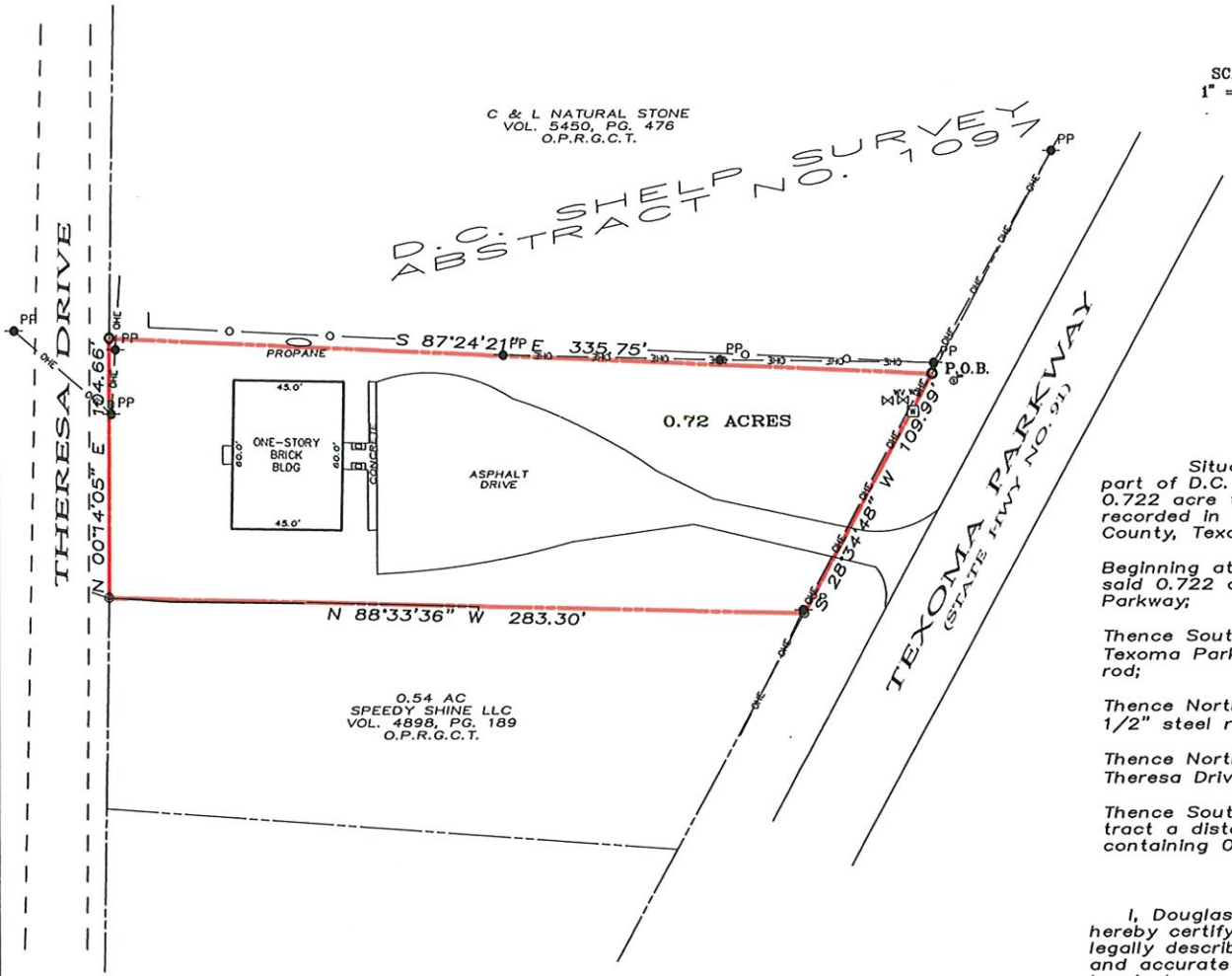
BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

JOB NO. 21060537
FW: AS – DFT: CG



SCALE
1" = 50'

LEGEND

- 1/2" STEEL ROD FOUND
- 3/4" STEEL ROD FOUND
- POWER POLE
- WATER METER
- WATER VALVE
- BOUNDARY LINE
- PROPERTY LINE
- CHAINLINK FENCE
- OVERHEAD ELECTRIC LINE

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of D.C. Shelp Survey, Abstract No. 1097 and being all that 0.722 acre tract of land conveyed to Rider & Rider, LLC as recorded in Volume 3273, Page 430, Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found 3/4" steel rod at the northeast corner of said 0.722 acre tract of land in the west Right-of-Way of Texoma Parkway;

Thence South 28°34'48" West, with the west Right-of-way of said Texoma Parkway a distance of 109.99 feet to a found 1/2" steel rod;

Thence North 88°33'36" West, a distance of 283.30 feet to a found 1/2" steel rod in the east Right-of-Way of Theresa Drive;

Thence North 00°14'05" East, with the east Right-of-Way of said Theresa Drive a distance of 104.66 feet to a found 3/4" steel rod;

Thence South 87°24'21" East, with the north line of said 0.722 acre tract a distance of 335.75 feet to the Point-of-Beginning and containing 0.72 acres of land.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 7/13/2021

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

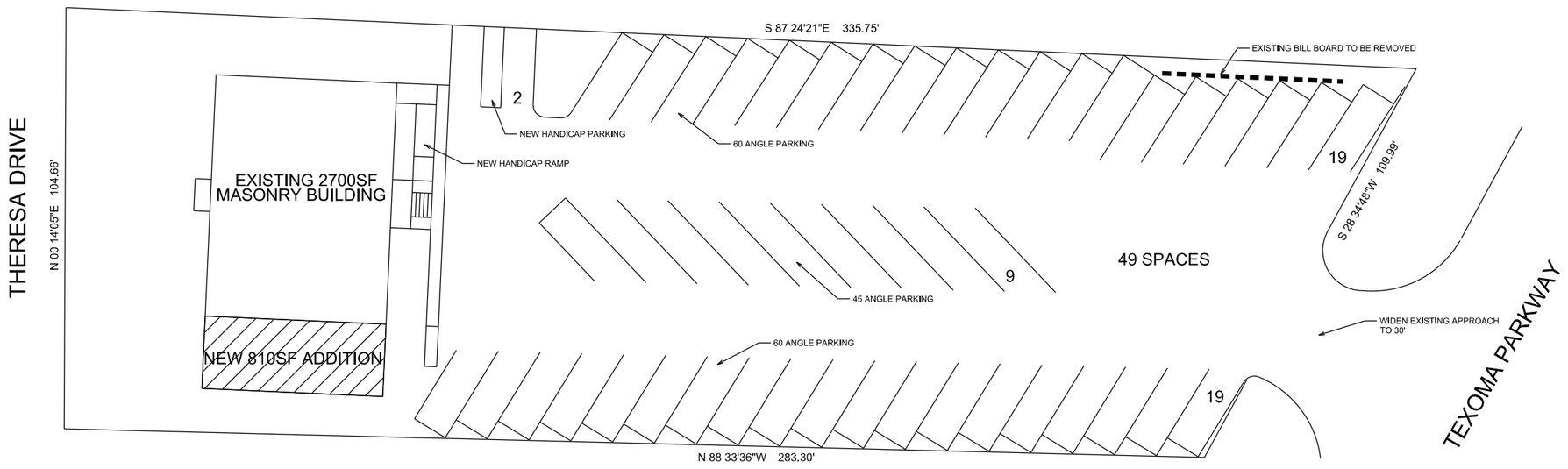
This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright ©2021
Underwood Drafting & Surveying, Inc.
All rights reserved.

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

EXHIBIT B



SITE PLAN
SCALE: 1/16"= 1'-0"

NORTH

KENT HUGHLETT, ARCHITECT PLLC
177 TIMBERBROOK CIRCLE
DENISON, TEXAS 75021
RKHUGHLETT@GMAIL.COM
972-743-8398

EVENT CENTER
5116 TEXOMA PARKWAY
SHERMAN, TEXAS

A-1

MAR. 17, 2022

dlagrone H:\ENGINEERING\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(5116 Texoma Pkwy)

N
W E
S

Date: 3/28/2022 10:04 AM

Scale: 1:3,600

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- 200 Foot Buffer
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(5116 Texoma Pkwy)

N
W E
S

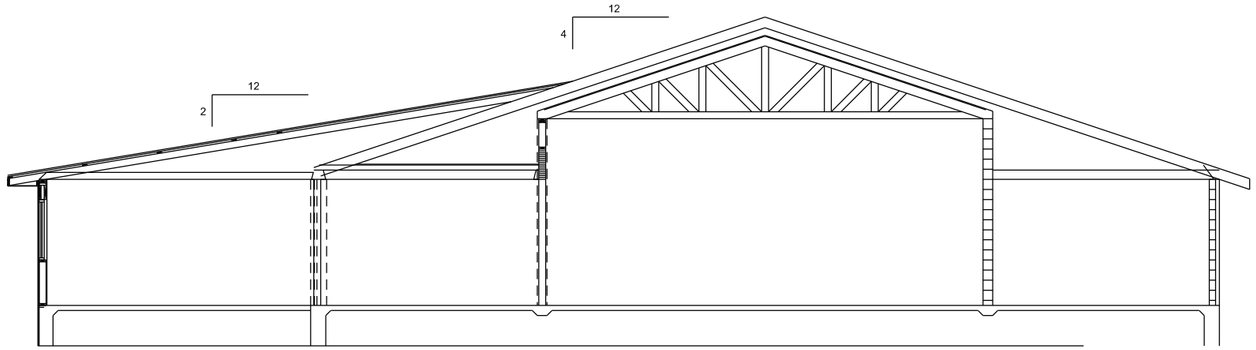
Scale: 1:3,600

Date: 3/28/2022 3:49 PM

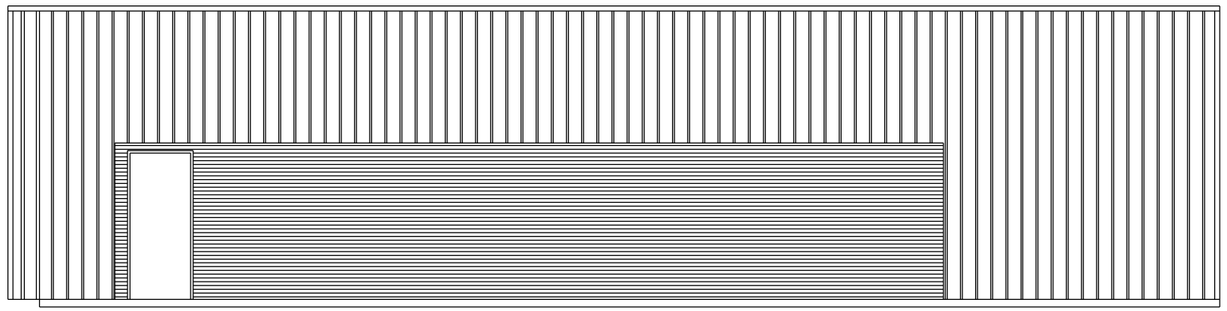
5116 Texoma Parkway

Narrative for Specific Use Permit Request for 5116 Texoma Parkway:

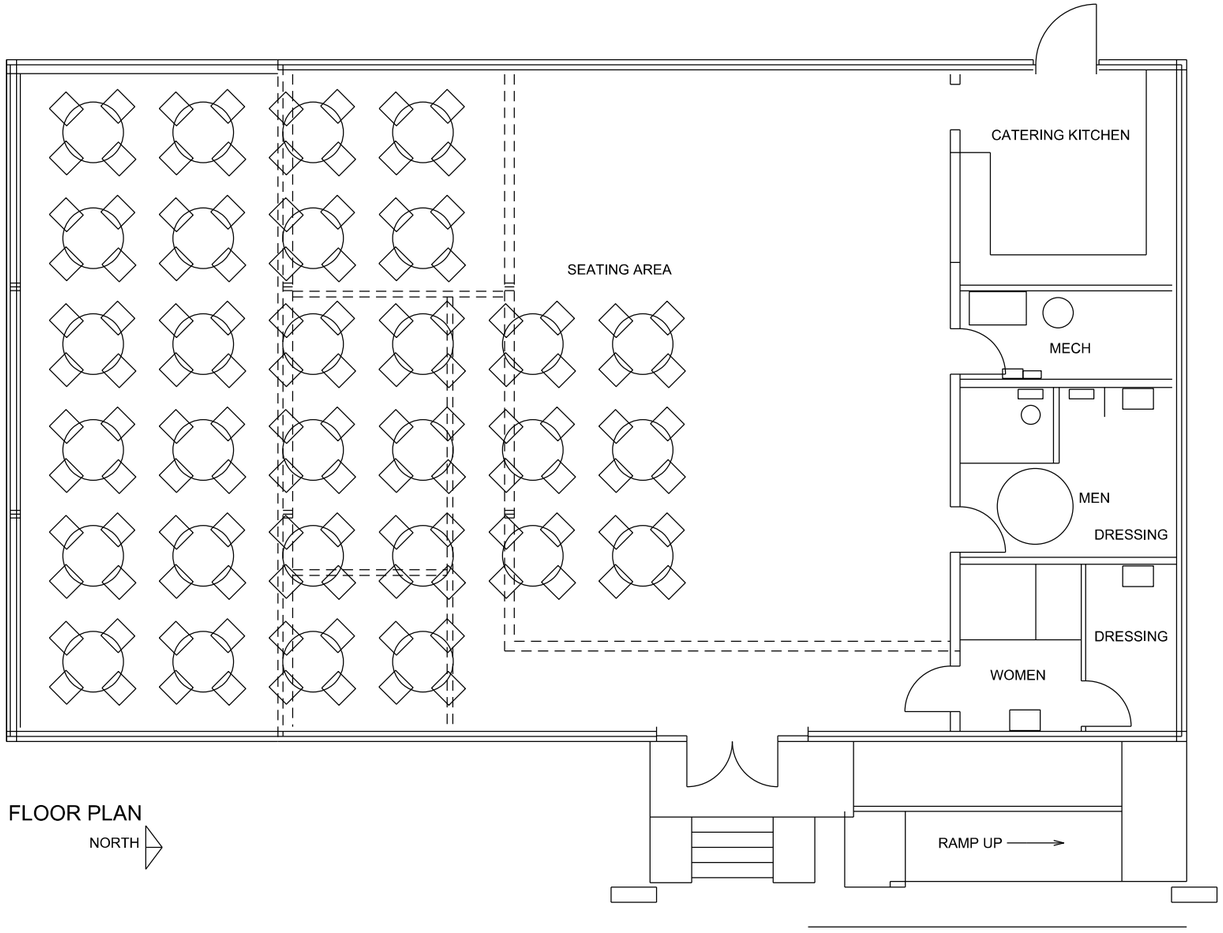
We are requesting a specific use permit for the existing commercially zoned property to be remodeled and used for and event center for weddings and quinceaneras. The remodeled facility will seat about 120 people.



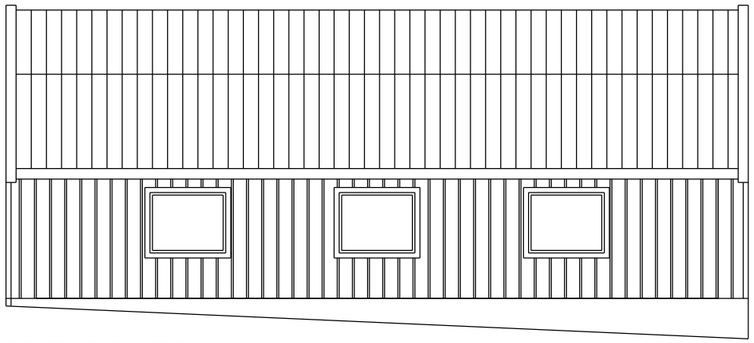
BUILDING SECTION



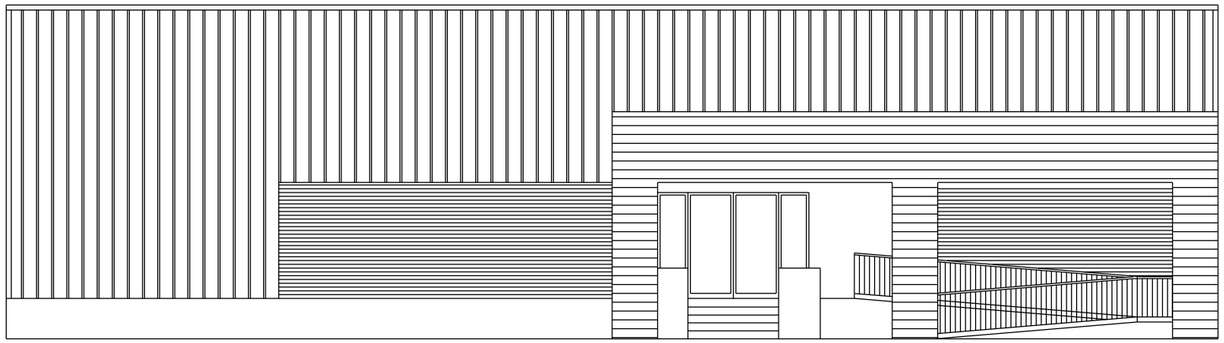
REAR ELEVATION



FLOOR PLAN



SOUTH ELEVATION



FRONT ELEVATION

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

Zula Investments LLC
Ruben Alvarez
3115 S Maurice
Denison, TX 75020

Underwood Drafting & Surveying
3404 Interurban Rd
Denison, TX 75021

Kent Hughlett
177 Timberbrook Cir.
Denison, TX 75020

Dear Applicants,

The request for a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a meeting hall (event center) in a C-2 (General Commercial) District located at 5116 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Parking shall be provided for one (1) space per 400 square feet gross floor space. *(Chapter 14, Exhibit A, Section 8, Subsection 5(a))*
5. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
7. The trash dumpster must be located inside the main building area. *(Chapter 14, Exhibit A, Section 7, Subsection 13(d)(4))*
8. The abandoned billboard on the property shall be removed. *(Chapter 14, Exhibit A, Section 7, Subsection 14(d))*
9. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
10. The property must be properly maintained in a state of good repair and neat appearance.
11. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
12. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which

such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*

13. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

14. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
15. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
Tom Pruitt, Utility Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 13.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

5116 TEXOMA PARKWAY

The request of Ruben Alvarez, Zula Investments, LLC (Owner), Kent Hughlett (Representative/Architect) and Underwood Drafting & Surveying, Inc. (Surveyor) concerning the property at 5116 Texoma Parkway, being 0.722 acres and being part of D.C Shelp Survey, Abstract No.1097, as follows

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow a meeting hall (event center) in a C-2 (General Commercial) District.

Background:

The property is located at 5116 Texoma Parkway, near the northwest corner of Fallon Drive and Texoma Parkway and is zoned a C-2 (General Commercial) District. The owner would like a specific use permit to allow an event center for weddings and quinceaneras. The remodeled facility will seat about 120 people.

Adjacent Zoning:

C-2 (General Commercial) District
M-2 (Heavy Manufacturing) District

Origination:

Ruben Alvarez, Zula Investments, LLC (Owner)
Kent Hughlett (Representative/Architect)
Underwood Drafting and Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:
8

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Floor Plan/Elevations
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 7.**

Meeting Date: 05/16/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6484
Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow an Automobile Repair Shop in a C-2 (General Commercial) District at 3908 Texoma Parkway, being 0.648 acres and 1.279 acres in the Samuel McGlothlin Survey, Abstract No. 811 and the Hillard Jennings Survey, Abstract No. 639 (MLJ Real Estate, LP, Owner; Shane Marquez, XFactor Cars, Tenant; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit to allow an Automobile Repair Shop in a C-2 (General Commercial) District at 3908 Texoma Parkway, being 0.648 acres and 1.279 acres in the Samuel McGlothlin Survey, Abstract No. 811 and the Hillard Jennings Survey, Abstract No. 639 (MLJ Real Estate, LP, Owners; Shane Marquez, XFactor Cars, Tenant; and Underwood Drafting and Surveying, Surveyor)

Background:

The property is located at 3908 Texoma Parkway between Gallagher Drive and North Frisco Road and is zoned a C-2 (General Commercial) District. The owner would like a specific use permit to allow an automobile repair shop.

The following has been approved for this property:

- June 22, 2021 - Specific Use Permit To allow Automobile Sales in a C-2 (General Commercial) District.

Origination:

MLJ Real Estate, LP (Owners)
Shane Marquez, XFactor Cars (Tenant)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6484
Exhibit A - Final Plat
Exhibit B - Site Plan
Location Map
Zoning Map
Zoning Sign Photo
Photos
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6484

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE REPAIR SHOP IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 3908 TEXOMA PARKWAY, BEING 0.648 ACRES AND 1.279 ACRES IN THE SAMUEL MCGLOTHLIN SURVEY, ABSTRACT NO. 811 AND THE HILLARD JENNINGS SURVEY, ABSTRACT NO. 639 (MLJ REAL ESTATE, LP, OWNER; SHANE MARQUEZ, XFACTOR CARS, TENANT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, MLJ Real Estate, LP (Owners), Shane Marquez, XFactor Cars (Tenant) and Underwood Drafting and Surveying (Surveyor) concerning the property at 3908 Texoma Parkway, being 0.648 acres and 1.279 acres in the Samuel McGlothlin Survey, Abstract No. 811 and the Hillard Jennings Survey, Abstract No. 639 are granted a Specific Use Permit to allow an automobile repair shop in a C-2 (General Commercial) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Final Plat**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General

Commercial) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) and Sec. 17).*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts is allowed.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*
11. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

12. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*

Additional Conditions:

13. This Specific Use Permit is tied to the applicant, XFACTOR CARS, such that the Specific Use Permit may be revoked if a person or entity other than XFACTOR CARS is the owner or developer of the Property.
14. The property shall be developed and used in accordance with all City Ordinances and the Site Plan shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on

conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

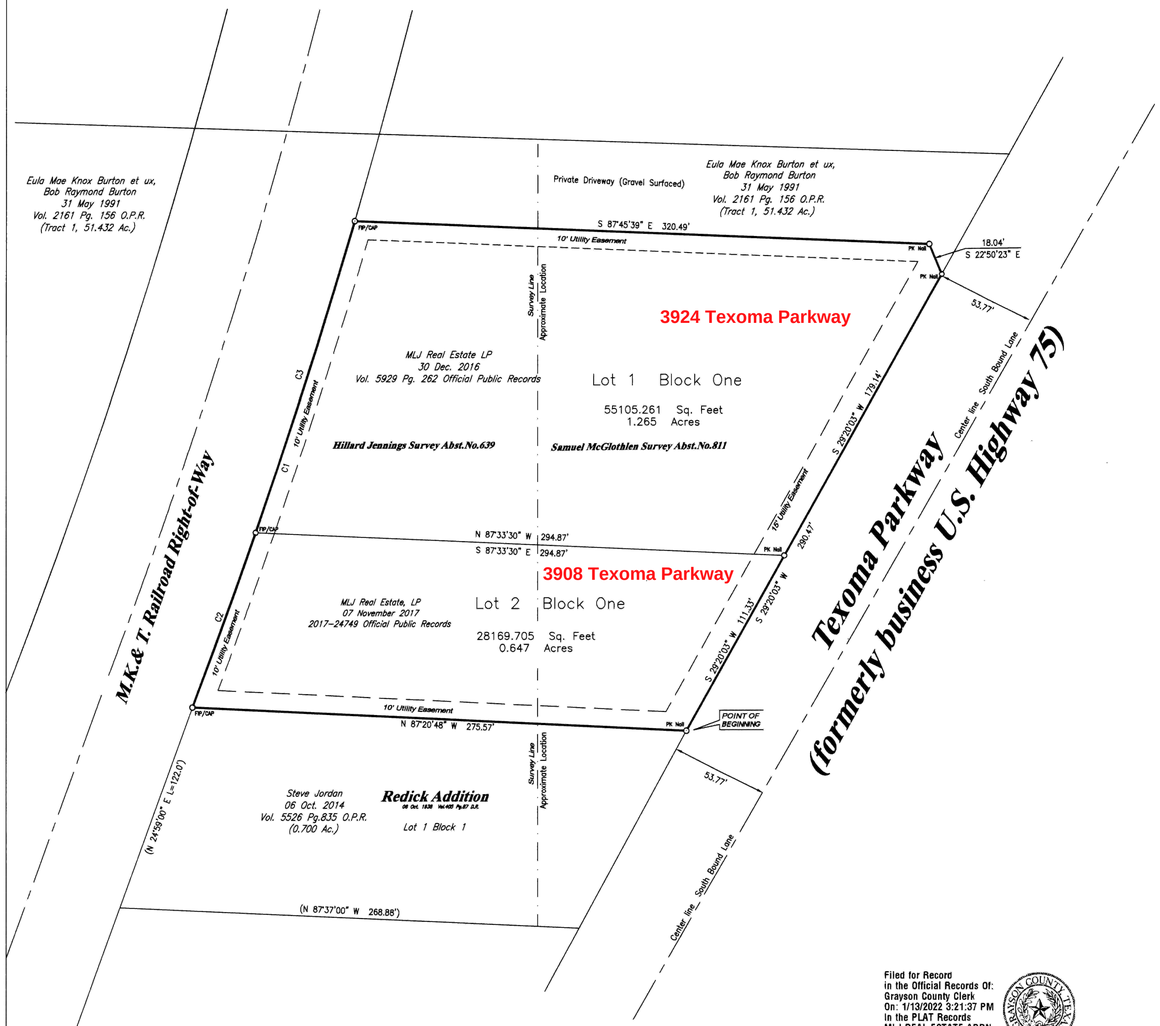
BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

FINAL PLAT of the

MLJ Real Estate Addition

City of Sherman County of Grayson State of Texas



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3577.96'	284.42'	284.34'	N 18°31'17" E	4°33'16"
C2	3577.96'	103.06'	103.06'	N 19°58'24" E	1°39'01"
C3	3577.96'	181.35'	181.34'	N 17°41'46" E	2°54'15"

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 1/13/2022 3:21:37 PM
In the PLAT Records
MLJ REAL ESTATE ADDN
Doc Number: 2022-3
Number of Pages: 2
Amount: 75.00
Order#: 20220113000131
By: MM

LEGEND

SJR = Set 3/4" Rod
FIP = Found Rebar
SIP = Set 1/2" Sq.Tubing
FST = Fd 1/2" Sq.Tubing
FSR = Fd Sq. Rod
ROW = Right-of-Way
-X- = Fence Line
( ) = Deed Calls
-E- = Electric Line
-T- = Telephone Line
-C- = TV Cable
GM = Gas Meter
PP = Power Pole
WM = Water Meter
AC = Air Cond.
BL = Building Line
UGT = Undergd. phone
WFCP = Wood Fence Corner Post
PFCP = Pipe Fence Corner Post
UE = Utility Easement
BC = Back of Curb

OWNER:
MLJ Real Estate LLP
2017-24749 O.P.R.
Vol. 5929 Pg. 262 O.P.R.
1009 Hwy. 82 West
Whitesboro, Texas 76273

State of Texas Registered Don K. Cox 4577 Professional Land Surveyor

SCALE: 1"= 40'

COX LAND SURVEYING CO.

P.O. BOX 597 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 E-mail: CLSC108@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

FINAL PLAT of the
MLJ Real Estate Addition
1.912 Acres
City of Sherman
County of Grayson
State of Texas
Sheet One

Drawn by: DKC
Check by: DKC
Job No. 21-13847-F
Firm # 10005500
Date: 06 October 2021

FINAL PLAT of the

MLJ Real Estate Addition

City of Sherman County of Grayson State of Texas

Filed for Record
in the Official Records Of:
Grayson County Clerk
On: 1/13/2022 3:21:37 PM
In the PLAT Records
MLJ REAL ESTATE ADDN
Doc Number: 2022-3
Number of Pages: 2
Amount: 75.00
Order#: 20220113000131
By: MM

*** SURVEYORS CERTIFICATION ***

KNOW ALL MEN BY THESE PRESENTS:

That I, Don K. Cox, Texas Registered Professional Land Surveyor, do hereby state that this plat is based upon an on the ground survey, and that it is a true, correct and accurate representation of the property as surveyed; that the quantity of land therein has been accurately calculated: that the plat conforms to the Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

04 November 2021

State of Texas Registered Don K. Cox 4577 Professional Land Surveyor

Don K. Cox, Texas Registered Professional Land Surveyor Number 4577

Acceptance

Approved this 14th day of December, 2021, By the City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

Certificate of Acceptance of Dedication

Accepted by the City Council of the City of Sherman.

Mayor, City of Sherman, Texas

01/10/2022
Date

Certificate of Acceptance of Dedication

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Final Plat of the Daniels Family Addition, an addition to the City of Sherman, Texas was submitted to the City Council on the 3rd day of January 2022, and the City Council by formal action then and there accepted the dediction of the street, alleys,easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this 10th day of January, 2022

Linda Ashby
Clerk, City of Sherman, Texas

*** * OWNERS DEDICATION * ***

All that certain tract or parcel of land situated in the Samuel McGlothlin Survey, Abstract Number 811, and the Hillard Jennings Survey, Abstract Number 639 in the City of Sherman, County of Grayson, State of Texas, and being all of a tract as described in Deed to MLJ Real Estate LP, filed 07 November 2017, and Recorded at 2017-24749 and all of a tract as described in Deed to MLJ Real Estate LP, filed 30 December 2016 and Recorded in Volume 5929 Page 262 of the Official Public Records of Grayson County, Texas, and described by metes and bounds as follows:

BEGINNING at a Found PK Nail on the West Right-of-Way line of Highway 75 (now Texoma Parkway) and the southeast corner of said MLJ tract (2017-24749), and being the Northeast corner of a called 0.70 acre tract as described in Deed to Steve Jordan, filed 06 October 2014, and Recorded in Volume 5526 Page 835 of said Official Public Records, said PK Nail also being the Northeast corner of Lot 1 Block 1 of the Redick Addition, filed 06 October 1938 and Recorded in Volume 405 Page 87 of said Deed Records;

THENCE: North 87 degress 20 minutes 48 minutes West, with the north line of said Jordan tract, a distance of 275.57 feet to a found ½ inch Steel Rebar for the southwest corner of said MLJ tract and the occupied northwest corner of said Jordan tract;

THENCE: Along the said west line of said MLJ tracts, and with a curve to the left, with a radius of 3577.96 feet (chord bearing of north 18 degrees 31 minutes 17 seconds east, a chord distance of 284.34 feet), an Arc Length of 284.42 feet ot a found ½ inch Steel Rebar for the northwest corner of said MLJ tract (5929/262);

THENCE: South 87 degress 45 minutes 39 seconds East, with the north line of said MLJ (5929/262) tract, a distance of 320.49 feet to a set PK Nail for a corner of this tract;

THENCE: South 22 degress 23 seconds East, a distance of 18.04 feet to a set PK Nail for a corner on the West Right-of-Way line of Highway 75 (now Texoma Parkway);

THENCE: South 29 degress 20 minutes 03 seconds West, with the east line of said MLJ tracts, and along the West Right-of-Way of Highway 75 (now Texoma Parkway), a distance of 290.47 feet to the PLACE of BEGINNING and containing 1.912 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

*That **MLJ Real Estate, LP** does hereby adopt this plat designating the herein described property as the **MLJ Real Estate Addition** to the City of Sherman, County of Grayson, State of Texas, and does hereby dedicate to the public use forever the streets and easements for the same purpose and consideration expressed hereon.*

Stephen Payne, General Manager

STATE OF TEXAS

Before me, the undersigned Notary Public for the State of Texas, on this day personally appeared Stephen Payne, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed and in the capacity stated.

Given under my hand and seal of the office this the 10 day of January 2022

CASEY JEAN WEST
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 04/15/24
NOTARY ID 132444461-1

Notary Public, State of Texas

FLOOD STATEMENT:

I have examined the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map for the County of Grayson, State of Texas, community Panel Number 480181C effective date of 29 September 2010, and that map indicates that this property is Not within Zone "A" (special flood hazard area) as shown on Panel Number 0290-F of said map.

This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage on rare occasions. Greater floods can and will occur and flood heights may be increased by man made or natural causes. This flood statement shall not create liability on the part of the surveyor.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	3577.96'	284.42'	284.34'	N 18°31'17" E	4°33'16"
C2	3577.96'	103.06'	103.06'	N 19°58'24" E	1°39'01"
C3	3577.96'	181.35'	181.34'	N 17°41'46" E	2°54'15"

LEGEND

SJR = Set 3/4" Rod
FIP = Found Rebar
SIP = Set 1/2" Sq.Tubing
FST = Fd 1/2" Sq.Tubing
FSR = Fd Sq. Rod
ROW = Right-of-Way
-X- = Fence Line
( ) = Deed Calls
-E- = Electric Line
-T- = Telephone Line
-C- = TV Cable
GM = Gas Meter
PP = Power Pole
WM = Water Meter
AC = Air Cond.
BL = Building Line
UGT = Undergd. phone
WFCP = Wood Fence Corner Post
PFCP = Pipe Fence Corner Post
UE = Utility Easement
BC = Back of Curb

OWNER:
MLJ Real Estate LLP
2017-24749 O.P.R.
Vol. 5929 Pg. 262 O.P.R.
1009 Hwy. 82 West
Whitesboro, Texas 76273

SCALE: 1"= 40'

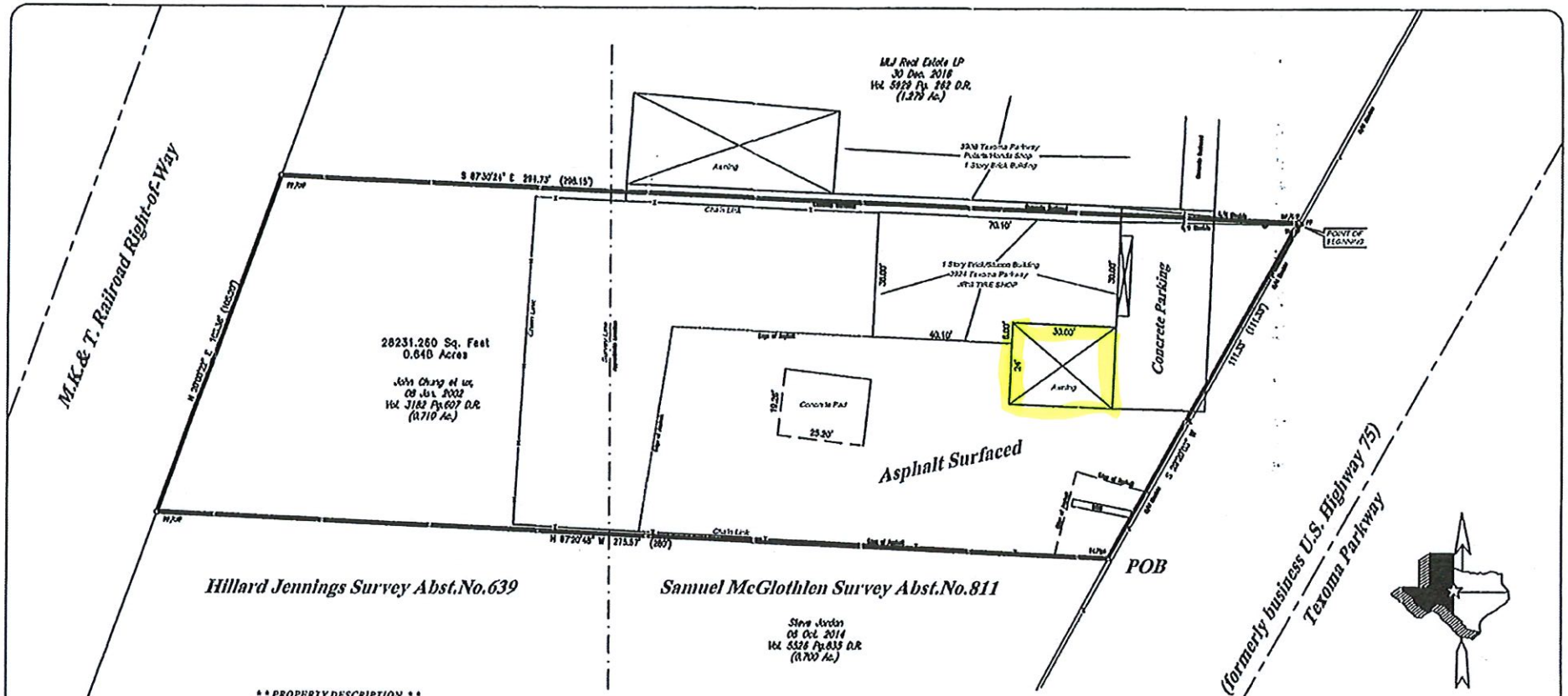
COX LAND SURVEYING CO.

P.O. BOX 597 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 E-mail: CLSC108@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

FINAL PLAT of the
MLJ Real Estate Addition
1.912 Acres
City of Sherman
County of Grayson
State of Texas
Sheet Two

Drawn by: DKC
Check by: DKC
Job No. 21-13847-F
Firm # 10005500
E-9-487
Date: 06 October 2021

EXHIBIT B



**** PROPERTY DESCRIPTION ****

All that certain tract or parcel of land situated in the Samuel McGlothlin Survey, Abstract Number 811, and the Hillard Jennings Survey, Abstract Number 639 in the City of Sherman, County of Grayson, State of Texas, and being all of a called 0.71 acre tract of land as described in Deed to John Chung et ux, Suzie Chung, filed 08 January 2002, and Recorded in Volume 3182 Page 607 of the Deed Records of Grayson County, Texas, said tract also being known as 3924 Texoma Parkway, and described by metes and bounds as follows:

BEGINNING at a Found Iron Pipe on the West Right-of-Way line of Highway 75 (now Texoma Parkway) and the southeast corner of said Chung tract, and being the Northeast corner of a called 0.70 acre tract as described in Deed to Steve Jordan, filed 06 October 2014, and Recorded in Volume 5526 Page 835 and said Deed Records;

THENCE: North 87 degrees 20 minutes 48 minutes West, with the south line of said Chung tract, and the north line of said Jordan tract, a distance of 275.57 feet to a found ½ inch Steel Rebar for the occupied southwest corner of said Chung tract and the occupied northwest corner of said Jordan tract, on on the East Right-of-Way line of the MK&T Railroad Right-of-Way;

THENCE: Along the said East Right-of-way line of said MK&T Railroad, and the west line of said Chung tract, and with a curve to the left, a distance of 103.36 feet ot a found ½ inch Steel Rebar for the northwest corner of said Chung tract, and the southwest corner of a tract as described in Deed to MLJ Real Estate LP, filed 30 December 2016, and Recorded in Volume 5929 Page 262 of said Deed Records;

THENCE: South 87 degress 30 minutes 24 seconds East, with the north line of said Chung tract, and the south line of said MLJ tract, a distance of 294.73 feet to a set ½ inch Steel Square Tubing for the northeast corner of said Chung tract, and the southeast corner of said MLJ tract, and on the West Right-of-Way line of Highway 75 (now Texoma Parkway);

THENCE: South 29 degress 20 minutes 03 seconds West, with the east line of said Chung tract, and along the West Right-of-Way of Highway 75 (now Texoma Parkway), a distance of 111.33 feet to the PLACE of BEGINNING and containing 0.648 of an acre of land.

The undersigned does hereby state to MLJ Real Estate LP, that a survey was made on the ground, dated 29 September 2017, on the property legally described hereon or in attached field notes and is correct; except as shown on the plat hereon, there are no visible discrepancies, conflicts, shortages in area, boundary line conflicts, overlapping of improvements, easements or right-of-ways, or of which I have been informed; that the quantity of land therein has been accurately calculated, that said property has access to and from a public roadway; and, that the plat hereon is a true, correct and accurate representation of the property described hereinabove.

This Plat and Description was prepared for the exclusive use of the person or persons named in the above statement. Said statement does not extend to any unnamed person without an express restating by the surveyor naming said person. This survey was prepared for the transaction as dated hereon, this Plat or Map is the Property of Cox Land Surveying Corp., and IS NOT to be used in any other Transactions, and the COPY RIGHTS ARE RESERVED.

02 October 2017

Don K. Cox, Texas Registered
Professional Land Surveyor
Number 4577

FLOOD STATEMENT:

I have examined the Federal Emergency Management Agency, National Flood Insurance Program, Flood Insurance Rate Map for the County of Grayson, State of Texas, community Panel Number 480181C effective date of 29 September 2010, and that map indicates that this property is Not within Zone "A" (special flood hazard area) as shown on Panel Number 0190-F of said map.

This flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage on rare occasions. Greater floods can and will occur and flood heights may be increased by man made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

SIR = Set 3/4" Rod
FIR = Found Rebar
SIP = Set 1/2" Pipe Tubing
FIP = Found Pipe
FCM = Found Concrete Monument
POB = Point of Beginning
POC = Point of Commencing
OHP = Overhead Utility Lines
UGT = Underground Telephone Lines
TV = TV Cable
GAS = Gas Meter
PED = Power Pedestal
WV = Water Valve
AC = Air Conditioner
SSL = Building Setback Lines
CM = Controlling Monument
CP = Control Point
CC = Cross Corner Post
UE = Utility Easement
BC = Back of Curb

Copyright, 2017, Cox Land Surveying Co.

COX LAND SURVEYING CO.
P.O. BOX 507 108 N. MAIN ST. COLLINSVILLE, TEXAS 76233
COLLINSVILLE 903-429-6125 FAX 903-429-4971 E-mail: CLSC1056@aol.com
Gainesville 940-612-LAND Denton 940-381-5070 McKinney 469-952-5070

3924 Texoma Parkway
0.648 Acres in the
Hillard Jennings Survey Abst.No.639
Samuel McGlothlin Survey Abst.No.811
City of Sherman
County of Grayson
State of Texas

Drawn by: DKC
Check by: DKC
Job No. 17-11864
Firm # 10005500
Date: 02 October 2017

Registered Professional Land Surveyors Seal

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(3908 Texoma Pkwy)

N
W E
S

Date: 3/28/2022 10:57 AM

Scale: 1:3,600

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- 200 Foot Buffer
- Subject Locations
- Parcels

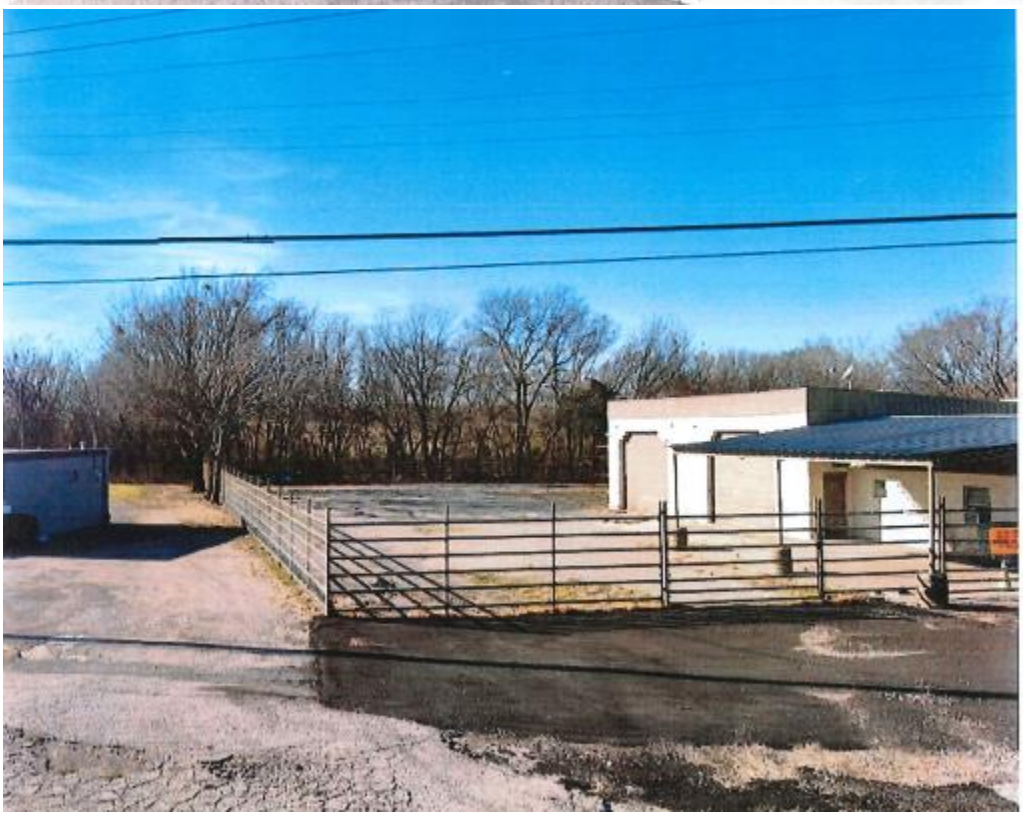
CITY OF SHERMAN
Zoning Location Map
(3908 Texoma Pkwy)

N
W E
S

Scale: 1:3,600

Date: 3/28/2022 4:03 PM

3908 Texoma Parkway



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

MLJ Real Estate
PO Box 707
Whitesboro, TX 76273

Underwood Drafting & Surveying
3404 Interurban Rd
Denison, TX 75021

Shane Marquez
1011 S Hazelwood
Sherman, TX 75090

Dear Applicants,

The request for a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an automobile repair shop in a C-2 (General Commercial) District located at 3908 Texoma Parkway has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the C-2 (General Commercial) District, the Sign Ordinance and the Commercial Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.7; Sec. 7(14) and Sec. 17).*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. A parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. The use of the property must comply with all Federal and State Laws and regulations and with all ordinances, rules and regulations of the City of Sherman.
7. No outside parking or storage of dismantled, junk or inoperable vehicles, wrecks, tires, displays or parts is allowed.
8. The property must be properly maintained in a state of good repair and neat appearance.
9. The granting of a Specific Use Permit has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district.
10. A specific use permit is an amendment to the district regulations of the zoning ordinance that permits the permanent establishment of a specific use within a zoning district in which such specific use may be established unless such use of land or structure discontinue or be abandoned for a period of sixty (60) consecutive days in which event such specific use

permit shall be void and such use may not thereafter be resumed unless a new specific use permit granted. *(Chapter 14, Exhibit A, Sec. 8 (5)(b))*

11. The approval of the Specific Use Permit and site plan shall be effective for a period of (2) years from the date of approval and shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Specific Use Permit was approved.

Engineering:

12. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*

Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission. It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
Tom Pruitt, Utility Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 19.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

3908 TEXOMA PARKWAY

The request of MLJ Real Estate, LP (Owners), Shane Marquez, XFactor Cars (Tenant) and Underwood Drafting and Surveying (Surveyor) concerning the property at 3908 Texoma Parkway, being 0.648 acres and 1.279 acres in the Samuel McGlothlin Survey, Abstract No. 811 and the Hillard Jennings Survey, Abstract No. 639, as follows:

Planning and Zoning Commission

Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow an automobile repair shop in a C-2 (General Commercial) District.

Background:

The property is located at 3908 Texoma Parkway between Gallagher Drive and North Frisco Road and is zoned a C-2 (General Commercial) District. The owner would like a specific use permit to allow an automobile repair shop.

The following has been approved for this property:

- June 22, 2021 - Specific Use Permit To allow Automobile Sales in a C-2 (General Commercial) District.

Adjacent Zoning:

C-2 (General Commercial) District
SF-1 (Single-Family Residential) District

Origination:

MLJ Real Estate, LP (Owners)
Shane Marquez, XFactor Cars (Tenant)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

7

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Legal Description - Plat
Survey
Site Plan
Photos
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 8.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6485

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329 (HMI-Sherman 2 LLC, Owner; Kimley-Horn and Associates, Inc., Engineer; and Walker, Warren, and Jordan Surveying and Mapping, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of HMI-Sherman 2 LLC (Owner), Kimley-Horn and Associates, Inc. (Engineer) and Walker, Warren, and Jordan Surveying and Mapping (Surveyor) concerning the property in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329 for a zone change approval under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 200-600 Blocks Luella Road, south of FM 1417 (Heritage Parkway) and west of Luella Road in Sherman's Extra Territorial Jurisdiction (ETJ). The Luella Crossing Tract is a proposed patio home community on approximately 96 acres. Luella Crossing is anticipated to include 441 patio home lots with a minimum 10% amenitized open space. The owner is requesting a zone change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District and a Specific Use Permit to allow patio homes in an R-1 (One-Family Residential) District prior to annexation.

Origination:

HMI-Sherman 2 LLC (Owner)
Kimley-Horn and Associates, Inc. (Engineer)
Walker, Warren, and Jordan Surveying and Mapping (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter and subject to annexation to the City of Sherman.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6485
Exhibit A - Survey
Location Map
Zoning Map
Narrative
Conceptual Site Plan
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6485

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 200-600 BLOCKS LUELLA ROAD, BEING 96.173 ACRES IN THE SHARROD DUNMAN SURVEY, ABSTRACT NUMBER 329 (HMI-SHERMAN 2 LLC, OWNER; KIMLEY-HORN AND ASSOCIATES, INC., ENGINEER; AND WALKER, WARREN, AND JORDAN SURVEYING AND MAPPING, SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located in the 200-600 Blocks Luella Road, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

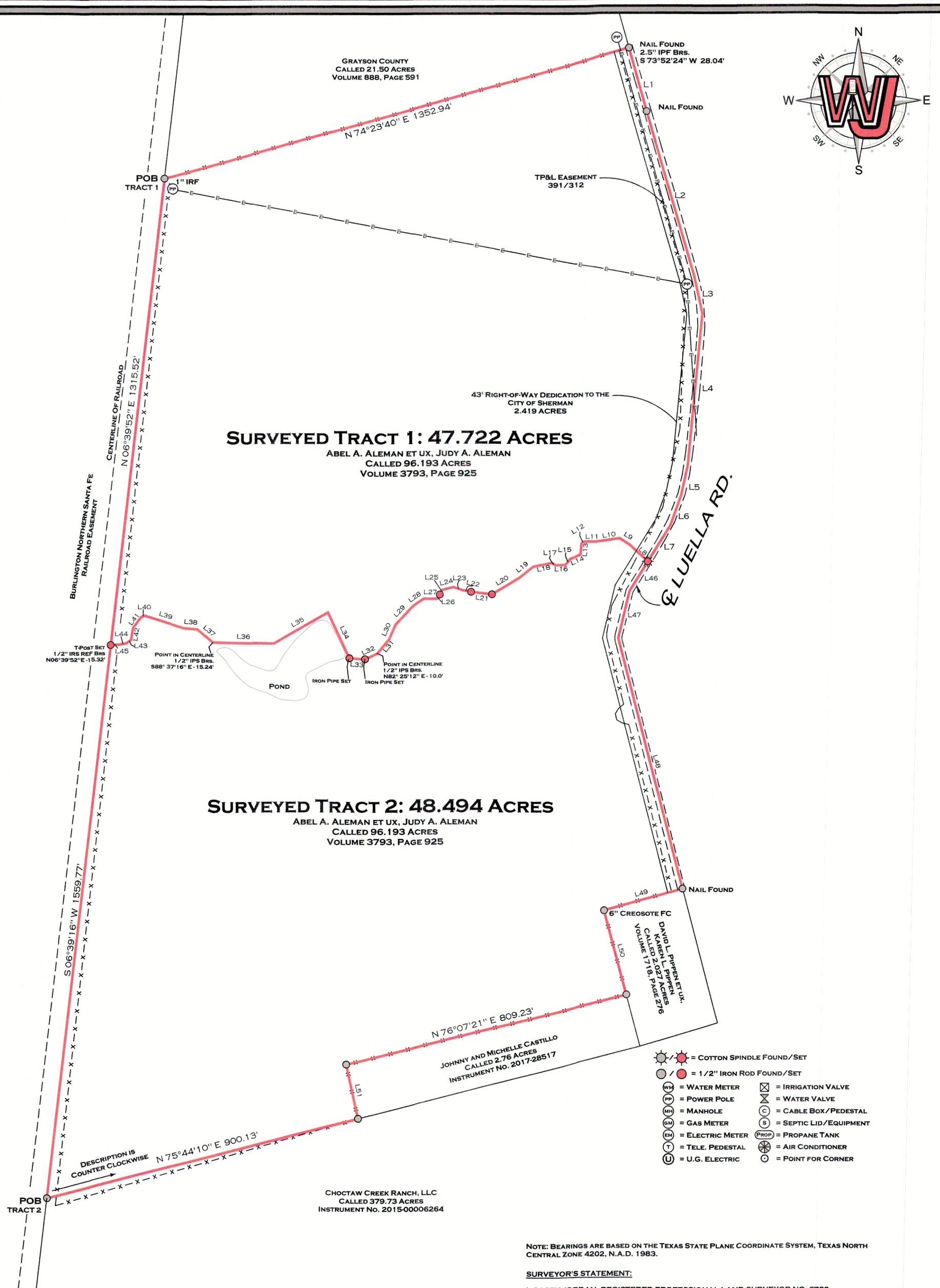
APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

GRAYSON COUNTY, TX

SHERROD DUNMAN SURVEY, A-329



BOUNDARY

LINE	BEARING	DISTANCE
L1	S 15°36'01" E	183.95'
L2	S 16°00'51" E	478.87'
L3	S 12°06'00" E	108.19'
L4	S 04°26'22" W	202.13'
L5	S 12°27'14" W	86.17'
L6	S 19°41'44" W	89.25'
L7	S 31°51'34" W	120.10'
L8	N 47°14'52" W	68.16'
L9	N 57°05'48" W	34.72'
L10	S 81°57'22" W	67.04'
L11	N 89°35'07" W	33.17'
L12	S 60°59'13" W	8.04'
L13	S 04°58'47" W	32.03'
L14	S 68°50'50" W	31.12'
L15	S 40°02'31" W	21.95'
L16	S 88°39'01" W	27.13'
L17	N 61°17'42" W	13.23'
L18	S 78°16'01" W	52.32'
L19	S 51°27'25" W	50.12'
L20	S 58°37'12" W	89.67'
L21	N 83°21'57" W	58.86'
L22	N 79°08'41" W	23.93'
L23	N 71°01'16" W	27.58'
L24	S 76°03'08" W	31.93'
L25	S 28°15'02" W	14.79'
L26	S 36°32'03" W	14.71'
L27	N 89°29'50" W	36.12'
L28	S 56°43'55" W	37.05'
L29	S 43°08'36" W	71.63'
L30	S 23°26'07" W	43.59'
L31	S 39°53'43" W	52.50'
L32	S 64°45'43" W	37.91'
L33	N 86°23'55" W	43.70'
L34	N 25°06'01" W	141.37'
L35	S 60°09'01" W	175.28'
L36	N 88°37'16" W	170.68'
L37	N 50°00'06" W	57.06'
L38	N 85°27'23" W	39.35'
L39	N 72°36'30" W	114.05'
L40	S 62°50'06" W	10.63'
L41	S 37°24'57" W	36.96'
L42	S 09°07'22" W	33.78'
L43	S 53°44'18" W	17.22'
L44	S 80°39'36" W	18.65'
L45	S 86°45'52" W	24.97'
L46	N 31°46'43" E	97.54'
L47	N 13°36'49" E	135.39'
L48	N 14°20'00" W	724.35'
L49	N 74°30'17" E	228.66'
L50	N 14°46'55" W	244.67'
L51	N 12°16'22" W	155.30'

NOTE: BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.

SURVEYOR'S STATEMENT:

I, CASEY JORDAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6789, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF FEBRUARY, 2022.

GIVEN UNDER MY HAND AND SEAL THIS 10th DAY OF February, 2022.

CASEY JORDAN, R.P.L.S. NO. 6789

STATE OF TEXAS REGISTERED CASEY JORDAN 6789 PROFESSIONAL LAND SURVEYOR

SURVEYED 2 TRACTS
SHERROD DUNMAN SURVEY, A-329
GRAYSON COUNTY, TEXAS

WALKER, WARREN, & JORDAN
SURVEYING & MAPPING
10819 US Hwy 69 N
TYLER, TX 75706
903-534-9000
TBPELS FIRM NO. 10025300

PROJECT MANAGER: C. JORDAN	PREPARED BY: B.B.B. ON FEB 10, 2022
ADDRESS: 515 LUELLA ROAD	JOB NO. 20-0924
CITY/COUNTY: SHERMAN, GRAYSON	
SURVEY/ABSTRACT NO.: 329	200 0 200
SUBDIVISION: N/A	
LOT/BLOCK NO.: N/A	SCALE: 1" = 200'
CLIENT: HAKUNA MATATA	

WALKER, WARREN, & JORDAN
SURVEYING & MAPPING
10819 US HWY 69 N
TYLER, TX 75706
903-534-9000
TBPELS FIRM NO. 10025300

SURVEYED: 2 TRACTS
SHERROD DUNMAN SURVEY, A-329
GRAYSON COUNTY, TEXAS
J20-0924

February 10, 2022

TRACT 1

All those certain tracts or parcels of land being part of the SHERROD DUNMAN SURVEY, Abstract No. 329, Grayson County, Texas and being part of a called 96.193 acre tract conveyed to Abel A. Aleman and wife, Judy A. Aleman as described and recorded in Volume 3793, Page 925 of the Deed Records, Grayson County, Texas, and being 47.722 acres of land being more particularly described by metes and bounds as follows:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

BEGINNING at a 1" Iron Rod found for the Northwest corner of herein described tract, same being the Southwest corner of a called 21.50 acre tract conveyed to Grayson County as described and recorded in Volume 888 on Page 591 and being on the East right of way of the Burlington Northern Santa Fe Railroad Easement;

THENCE North 74 deg. 23 min. 40 sec. East with the South line of said 21.50 acre tract and generally along a fence a distance of 1,352.94 feet to a Nail found in the centerline of Luella Road for the Northeast corner of herein described tract, same being the Southeast corner of said 21.50 acre tract, from which a 2.5" Iron Pipe found for reference bears South 73 deg. 52 min. 24 sec. West – 288.04 feet;

THENCE with the centerline of said Luella Road in a Southerly direction and with the East line of said 96.193 acre tract as follows:

South 15 deg. 36 min. 01 sec. East a distance of 183.95 feet to a Nail found;
South 16 deg. 00 min. 51 sec. East a distance of 478.87 feet to a point for corner;
South 12 deg. 06 min. 00 sec. East a distance of 108.19 feet to a point for corner;
South 05 deg. 37 min. 40 sec. West a distance of 426.89 feet to a point for corner;
South 12 deg. 27 min. 14 sec. West a distance of 86.17 feet to a point for corner;
South 19 deg. 41 min. 44 sec. West a distance of 89.25 feet to a point for corner;
South 31 deg. 51 min. 34 sec. West a distance of 120.10 feet, to a cotton spindle set for corner in Luella Road, same point being the Southeast corner of herein described tract;

THENCE along and with the centerline of a creek as follows:

North 47 deg. 14 min. 52 sec. West a distance of 68.16 feet;
North 57 deg. 05 min. 48 sec. West a distance of 34.72 feet;
South 81 deg. 57 min. 22 sec. West a distance of 67.04 feet;
North 89 deg. 35 min. 07 sec. West a distance of 33.17 feet;
South 60 deg. 59 min. 13 sec. West a distance of 8.04 feet;
South 04 deg. 58 min. 47 sec. West a distance of 32.03 feet;
South 68 deg. 50 min. 50 sec. West a distance of 31.12 feet;
South 40 deg. 02 min. 31 sec. West a distance of 21.95 feet;
South 88 deg. 39 min. 01 sec. West a distance of 27.13 feet;
North 61 deg. 17 min. 42 sec. West a distance of 13.23 feet;
South 78 deg. 16 min. 01 sec. West a distance of 52.32 feet;
South 51 deg. 27 min. 25 sec. West a distance of 50.12 feet;
South 58 deg. 37 min. 12 sec. West a distance of 89.67 feet to a ½" iron rod set for corner in said creek;

North 83 deg. 21 min. 57 sec. West a distance of 58.86 feet to a ½" iron rod set for corner in said creek;
North 79 deg. 08 min. 41 sec. West a distance of 23.93 feet;
North 71 deg. 01 min. 16 sec. West a distance of 27.58 feet;
South 76 deg. 03 min. 08 sec. West a distance of 31.93 feet;
South 28 deg. 15 min. 02 sec. West a distance of 14.79 feet to a ½" iron rod set for corner in said creek;
South 36 deg. 32 min. 03 sec. West a distance of 14.71 feet;
North 89 deg. 29 min. 50 sec. West a distance of 36.12 feet;
South 56 deg. 43 min. 55 sec. West a distance of 37.05 feet;
South 43 deg. 08 min. 36 sec. West a distance of 71.63 feet;
South 23 deg. 26 min. 07 sec. West a distance of 43.59 feet;
South 39 deg. 53 min. 43 sec. West a distance of 52.50 feet to a point for corner in said creek, same point having a ½" iron pipe set for reference bears North 82 deg. 25 min. 12 sec. East a distance of 10.00 feet;
South 64 deg. 45 min. 43 sec. West a distance of 37.91 feet to a ½" iron pipe set for corner in said creek;
North 86 deg. 23 min. 55 sec. West a distance of 43.70 feet to a ½" iron pipe set for corner in said creek;

THENCE leaving said centerline of creek North 25 deg. 06 min. 01 sec. West a distance of 141.37 feet to a point for corner;

THENCE South 60 deg. 09 min. 01 sec. West a distance of 175.28 feet;

THENCE North 88 deg. 37 min. 16 sec. West a distance of 170.68 feet to a point for corner in the centerline of said creek, same point having a ½" iron pipe set for reference bears South 88 deg. 37 min. 16 sec. East a distance of 15.24 feet;

THENCE along and with the centerline of a creek as follows:

North 50 deg. 00 min. 06 sec. West a distance of 57.06 feet;
North 85 deg. 27 min. 23 sec. West a distance of 39.35 feet;
North 72 deg. 36 min. 30 sec. West a distance of 114.05 feet;
South 62 deg. 50 min. 06 sec. West a distance of 10.63 feet;
South 37 deg. 24 min. 57 sec. West a distance of 36.96 feet;
South 09 deg. 07 min. 22 sec. West a distance of 33.78 feet;
South 53 deg. 44 min. 18 sec. West a distance of 17.22 feet;
South 80 deg. 39 min. 36 sec. West a distance of 18.65 feet;
South 86 deg. 45 min. 52 sec. West a distance of 24.97 feet, to a T-Post set for corner in said creek, same point having a ½" iron rod set for reference bears North 06 deg. 39 min. 52 sec. East a distance of 15.32 feet, same point being on the East line of the Burlington Northwestern Sante Fe Railroad Easement;

THENCE North 06 deg. 39 min. 52 sec. East along and with the West line of said 96.193 acre tract, same being the East line of said Railroad Easement a distance of 1,315.52 feet back to the **POINT OF BEGINNING AND CONTAINING 47.722 ACRES OF LAND**.

TRACT 2

All those certain tracts or parcels of land being part of the SHERROD DUNMAN SURVEY, Abstract No. 329, Grayson County, Texas and being all of a called 96.193 acre tract conveyed to Abel A. Aleman and wife, Judy A. Aleman as described and recorded in Volume 3793, Page 925 of the Deed Records, Grayson County, Texas, and being 48.494 acres of land being more particularly described by metes and bounds as follows:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

BEGINNING at a ½" Iron Rod found for the Southwest corner of herein described tract, same being the Southwest corner of said called 96.193 acre tract, same point also being the Northwest corner of a called 379.73 acre tract conveyed to Chocktaw Creek Ranch, LLC as described and recorded in Instrument Number 2015-00006264 of the Deed Records of Grayson County, Texas, same point also being on the East line of the Burlington Northern Santa Fe Railroad Easement;

THENCE in a counter clockwise direction as follows:

North 75 deg. 44 min. 10 sec. East along and with the North line of said called 379.73 acre tract a distance of 900.13 feet to a ½" iron rod found for corner, same point beingon the North line of said called 379.73 acre tract, same point also being the Southwest corner of a called 2.76 acre tract conveyed to Johnny and Michelle Castillo as described and recorded in Instrument Number 2017-28517 of the Deed Records of Grayson County, Texas;

THENCE North 12 deg. 16 min. 22 sec. West with the West line of said 2.76 acre tract and generally along and with said fence a distance of 155.30 feet to a ½" iron rod found for corner, same being the Northwest corner of said 2.76 acre tract;

THENCE North 76 deg. 07 min. 21 sec. East with the North line of said 2.76 acre tract and generally along and with said fence a distance of 809.23 feet to a ½" iron rod found corner, same point being the Northeast corner of said 2.76 acre tract, same point also being on the West line of a called 2.027 acre tract conveyed to David L. Pippen and wife, Karen L. Pippen as described and recorded in Volume 1718 on Page 276 of the Deed Records of Grayson County, Texas;

THENCE North 14 deg. 46 min. 55 sec. West along and with the West line of said 2.027 acre tract and generally along said fence a distance of 244.67 feet to a 6" Creosote fence corner found for a corner of herein described tract, same being the Northwest corner of said called 2.027 acre tract;

THENCE North 74 deg. 30 min. 17 sec. East along and with the North line of said 2.027 acre tract and generally along a fence a distance of 228.66 feet to a nail found for corner in Luella Road;

THENCE with the centerline of Luella Road in a Northerly direction and with the East line of said 96.193 acre tract as follows:

North 14 deg. 20 min. 00 sec. West a distance of 724.35 feet to a point for corner;
North 13 deg. 36 min. 49 sec. East a distance of 135.39 feet to a point for corner;
North 31 deg. 46 min. 43 sec. East a distance of 97.54 feet to a cotton spindle set for corner in Luella Road;

THENCE along and with the centerline of a creek as follows:

North 47 deg. 14 min. 52 sec. West a distance of 68.16 feet;
North 57 deg. 05 min. 48 sec. West a distance of 34.72 feet;
South 81 deg. 57 min. 22 sec. West a distance of 67.04 feet;
North 89 deg. 35 min. 07 sec. West a distance of 33.17 feet;
South 60 deg. 59 min. 13 sec. West a distance of 8.04 feet;
South 04 deg. 58 min. 47 sec. West a distance of 32.03 feet;
South 68 deg. 50 min. 50 sec. West a distance of 31.12 feet;
South 40 deg. 02 min. 31 sec. West a distance of 21.95 feet;
South 88 deg. 39 min. 01 sec. West a distance of 27.13 feet;
North 61 deg. 17 min. 42 sec. West a distance of 13.23 feet;
South 78 deg. 16 min. 01 sec. West a distance of 52.32 feet;
South 51 deg. 27 min. 25 sec. West a distance of 50.12 feet;
South 58 deg. 37 min. 12 sec. West a distance of 89.67 feet to a ½" iron rod set for corner in said creek;
North 83 deg. 21 min. 57 sec. West a distance of 58.86 feet to a ½" iron rod set for corner in said creek;
North 79 deg. 08 min. 41 sec. West a distance of 23.93 feet;
North 71 deg. 01 min. 16 sec. West a distance of 27.58 feet;
South 76 deg. 03 min. 08 sec. West a distance of 31.93 feet;
South 28 deg. 15 min. 02 sec. West a distance of 14.79 feet to a ½" iron rod set for corner in said creek;
South 36 deg. 32 min. 03 sec. West a distance of 14.71 feet;
North 89 deg. 29 min. 50 sec. West a distance of 36.12 feet;
South 56 deg. 43 min. 55 sec. West a distance of 37.05 feet;
South 43 deg. 08 min. 36 sec. West a distance of 71.63 feet;
South 23 deg. 26 min. 07 sec. West a distance of 43.59 feet;
South 39 deg. 53 min. 43 sec. West a distance of 52.50 feet to a point for corner in said creek, same point having a ½" iron pipe set for reference bears North 82 deg. 25 min. 12 sec. East a distance of 10.00 feet;
South 64 deg. 45 min. 43 sec. West a distance of 37.91 feet to a ½" iron pipe set for corner in said creek;
North 86 deg. 23 min. 55 sec. West a distance of 43.70 feet to a ½" iron pipe set for corner in said creek;

THENCE leaving said centerline of creek North 25 deg. 06 min. 01 sec. West a distance of 141.37 feet to a point for corner;

THENCE South 60 deg. 09 min. 01 sec. West a distance of 175.28 feet;

THENCE North 88 deg. 37 min. 16 sec. West a distance of 170.68 feet to a point for corner in the centerline of said creek, same point having a ½" iron pipe set for reference bears South 88 deg. 37 min. 16 sec. East a distance of 15.24 feet;

THENCE along and with the centerline of a creek as follows:

North 50 deg. 00 min. 06 sec. West a distance of 57.06 feet;
North 85 deg. 27 min. 23 sec. West a distance of 39.35 feet;
North 72 deg. 36 min. 30 sec. West a distance of 114.05 feet;
South 62 deg. 50 min. 06 sec. West a distance of 10.63 feet;
South 37 deg. 24 min. 57 sec. West a distance of 36.96 feet;
South 09 deg. 07 min. 22 sec. West a distance of 33.78 feet;
South 53 deg. 44 min. 18 sec. West a distance of 17.22 feet;
South 80 deg. 39 min. 36 sec. West a distance of 18.65 feet;

THENCE South 86 deg. 45 min. 52 sec. West a distance of 24.97 feet, to a T-Post set for corner in said creek, same point having a ½" iron rod set for reference bears North 06 deg. 39 min. 52 sec. East a distance of 15.32 feet, same point being on the East line of the Burlington Northwestern Sante Fe Railroad Easement;

THENCE South 06 deg. 39 min. 16 sec. West along and with the East line of said Burlington Northwestern Sante Fe Railroad Easement a distance of 1559.77 feet back to the **POINT OF BEGINNING AND CONTAINING 48.494 ACRES OF LAND**, of which approximately 0.562 acres lies within the right of way of Luella Road.

I, Casey Jordan, do hereby state that these Field Notes represent an on the ground survey made under my supervision in February, 2022, and is being submitted along with a Plat of said tract herein described.

Casey Jordan
Registered Professional Land Surveyor
State of Texas No. 6789

dlagrone H:\ENGINEERING\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

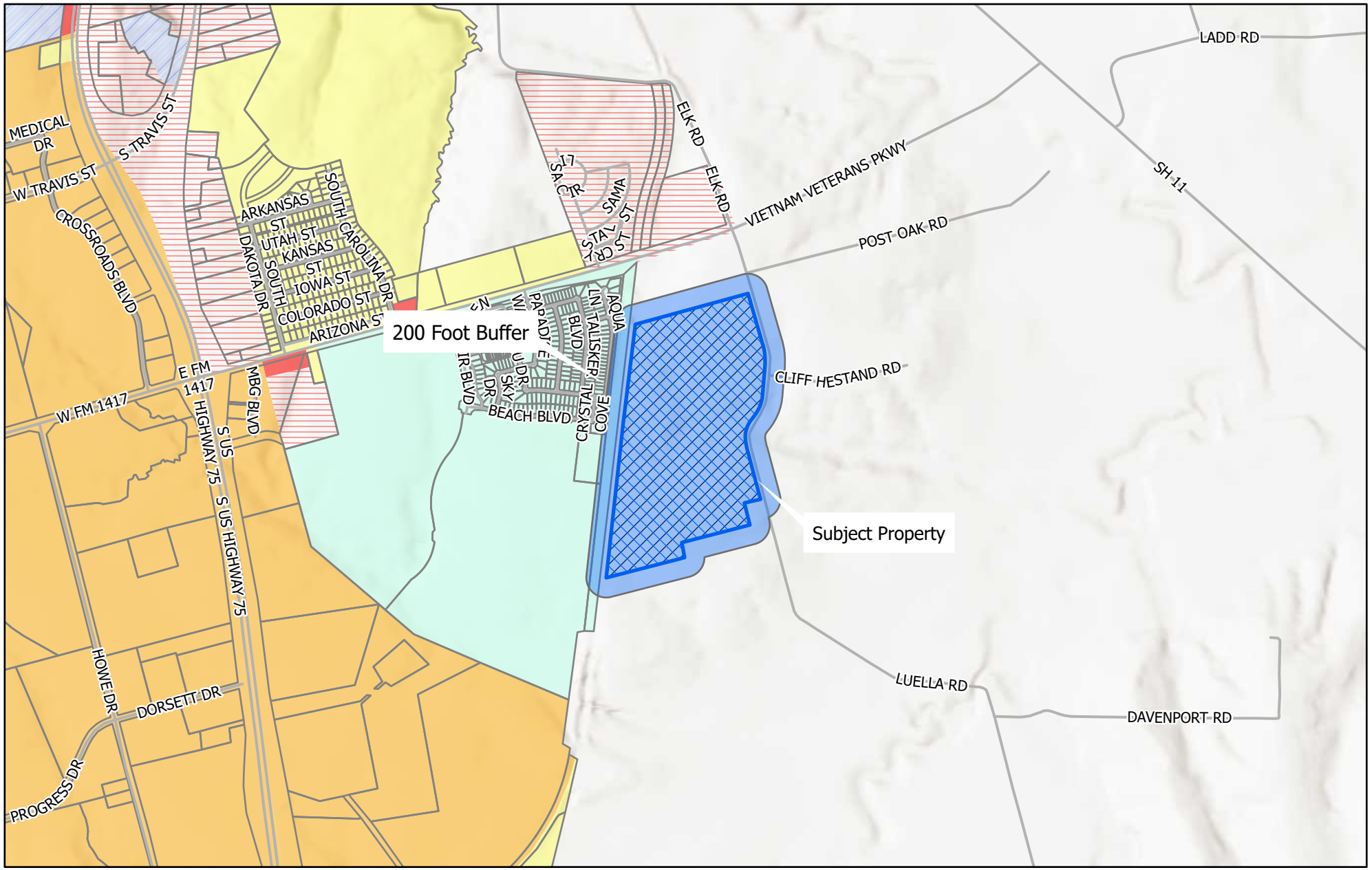
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(200-600 Blocks Luella Rd)

N
W E
S

Date: 3/28/2022 11:01 AM

Scale: 1:18,000



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- 200 Foot Buffer
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(200-600 Blocks Luella Rd)

N W E S

Scale: 1:18,000

Date: 3/28/2022 4:03 PM

March 24, 2022

Rob Rae
Director of Development Services
City of Sherman

RE: ***Project Narrative – Luella Crossing – Patio Home SUP***

Dear Mr. Rae,

The Luella Crossing Tract is a proposed patio home community on approximately 96 acres located +/- 730 LF south of Heritage Parkway (FM 1417) west of Luella Rd located in the ETJ of Sherman in Grayson County, TX. Luella Crossing is anticipated to include +/- 440 patio home lots with a minimum 10% amenitized open space as required by the City of Sherman. We request this SUP to be recommended for approval by P&Z prior to annexation and to be approved by City Council after the site has been annexed and zoned to R-1.

Please contact me at (469) 353-6061 or michael.carlisle@kimley-horn.com should you have any questions.

Sincerely,

Michael Carlisle, P.E. (TX)
Kimley-Horn and Associates, Inc.
TBPE Firm No. F-928

FM 1417

POST OAK ROAD

BURLINGTON NORTHERN SANTA FE RAILROAD (225' R.O.W.)

BNSF RAILROAD

LUELLA ROAD

N

W E

S

0 150' 300'

GRAPHIC SCALE 150'

YES COMPANIES EXP2 KEY, LLC
VOL. 5858, PG. 102
O.P.R.G.C.T.

20' UTILITIES EASEMENT TO CITY OF SHERMAN. VOL. 1573, PG. 275

CALLED 1 ACRE
LARRY J. FLEMING AND SHARON S. FLEMING
VOL. 1162, PG. 690
D.R.G.C.T.

125512
GRAYSON COUNTY
21.5 ACRES

125485
BELL MICHAEL LEE
28.2 ACRES

JOHN KITCHEN SURVEY, ABST. NO. 673

LUELLA ROAD
R.O.W. DEDICATION
(2.42 AC)

CALLED TRACT 1
MICHAEL LEE BELL
VOL. 2371, PG. 17
O.P.R.G.C.T.

125515
TERRA PERPETUA LLC
62.32 ACRES

LUELLA CROSSING
PHASE 1
47.72 AC
227 LOTS

PROPOSED AMENITY AREA
-RESTROOMS
-NEIGHBORHOOD POOL
-OPEN AIR AMENITY (TBD)

CALLED 1 ACRE
MICHAEL L. BELL AND WIFE SHARON BELL
VOL. 1368, PG. 420
O.P.R.G.C.T.

WET POND

125538
CORNELIUS DON KEITH TRUSTEE
CORNELIUS FAMILY TRUST
128.17 ACRES

PROPOSED 6' TRAIL

WET POND

125542
GUEFFEY PRESTON
2.78 ACRES
O.P.R.G.C.T.

CALLED 170.814 ACRE
DON KEITH CORNELIUS, TRUSTEE OF THE CORNELIUS REVOCABLE LIVING TRUST
VOL. 4372, PG. 827
O.P.R.G.C.T.

PROPOSED 6' TRAIL

CALLED 95.216 ACRES
HWI SHERMAN 2 LLC
INST. NO. 2021-32639
O.P.R.G.C.T.

LUELLA CROSSING
PHASE 2
48.49 AC
214 LOTS

SHARROD RUNNELS SURVEY ABST. NO. 929

CALLED 0.636 ACRE
DON KEITH CORNELIUS, TRUSTEE OF THE CORNELIUS REVOCABLE LIVING TRUST
VOL. 4372, PG. 839
O.P.R.G.C.T.

125538
CORNELIUS DON KEITH TRUSTEE
CORNELIUS FAMILY TRUST
128.17 ACRES

REMAINDER OF CALLED 1 ACRE
DARRYL LYNN JOHNSON
VOL. 2351, PG. 845
O.P.R.G.C.T.

CALLED 2.027 ACRES
DAVID L. PIPPIN AND WIFE KAREN L. PIPPIN
VOL. 1718, PG. 276
O.P.R.G.C.T.

CALLED 0.628 ACRE
DARRYL LYNN JOHNSON
VOL. 4372, PG. 834
O.P.R.G.C.T.

125536
PIPPIN DAVID L
ETUX KAREN L
2.03 ACRES

CALLED 1 ACRE
TERRI ANN JOHNSON &
DARRYL LYNN JOHNSON
VOL. 2371, PG. 15
O.P.R.G.C.T.

125535
CASTILLO JOHNNY
ETUX MICHELLE
2.76 ACRES

CALLED 32.545 ACRES
TERRA PERPETUA, LLC
INST. NO. 2019-22865
O.P.R.G.C.T.

125547
CHOCTAW CREEK RANCH
377.32 ACRES

BLOCK F
BLOCK H
BLOCK G
BLOCK E
1-HOA
17-HOA

TALISKER BOULEVARD
AQUA LANE
BRISA ROAD
EL SOL BOULEVARD
CRYSTAL COVE
BEACH BOULEVARD

PRELIMINARY OPEN SPACE TABLE			
TOTAL LOT AREA	96.21	AC	
GROSS LOT AREA	93.79	AC	
OPEN SPACE REQUIRED	9.4	AC	10%
OPEN SPACE PROPOSED	14.6	AC	16%

LEGEND

- OPEN SPACE AREA
- POND AREA
- MINOR ARTERIAL ROW DEDICATION
- PUBLIC TRAIL

Luella Crossing
Conceptual Site Plan

Sherman, Texas
March 22, 2022

DWG NAME K:\MKN_CIVIL\NO_PROJ\LP-2021\LENNAR - SHERMAN_LUELLA CROSSING\CAD\EXHIBITS\PLANSHEETS\20220323 - SUP SITE PLAN.DWG
LAST SAVED 3/23/2022 11:32 AM

Kimley»Horn
260 E Davis St
Suite 100
McKinney, Texas 75069
469-301-2580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

HMI-Sherman 2 LLC
PO Box 822044
North Richland Hills, TX 76182

Walker, Warren, & Jordan Surveying & Mapping
10819 US Hwy 69 N
Tyler, TX 75706

Michael Carlisle
Kimley-Horn
260 E Davis St, Ste. 100
McKinney, TX 75069

Dear Applicants,

The request for a Zone change under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District and a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 441 patio homes in an R-1 (One-Family Residential) District located in the 200-600 Blocks Luella Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Patio Home Ordinance, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 9; Sec. 7(13) & (14) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
4. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
6. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Section 8, Subsection 9 (b))*
7. Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots under the Patio Home standards of this ordinance shall provide usable open space. Developments with 25 - 49 patio home lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with 50 or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to

the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Section 8, Subsection 9 (e))*

8. Any structures built over any of the easements on the property will require approval from the City Council for an encroachment easement.
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Annexation into the City of Sherman City Limits required.
12. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
13. Dedication of Right of Way along Luella Road will be required upon platting of subject property.
14. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
15. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.)*
16. Water main must be extended in accordance with City criteria to serve proposed development. (Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))
17. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
18. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 26.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

200-600 BLOCKS LUELLA ROAD

The request of HMI-Sherman 2 LLC (Owner), Kimley-Horn and Associates, Inc. (Engineer) and Walker, Warren, and Jordan Surveying and Mapping (Surveyor) concerning the property in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329, as follows:

Planning and Zoning Commission

A. Zone change under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.
B. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 441 patio homes in an R-1 (One-Family Residential) District

Background:

The property is located in the 200-600 Blocks Luella Road, south of FM 1417 (Heritage Parkway) and west of Luella Road in Sherman's Extra Territorial Jurisdiction (ETJ). The Luella Crossing Tract is a proposed patio home community on approximately 96 acres. Luella Crossing is anticipated to include 441 patio home lots with a minimum 10% amenitized open space. The owner is requesting a zone change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District and a Specific Use Permit to allow patio homes in an R-1 (One-Family Residential) District and prior to annexation.

Adjacent Zoning:

Extra Territorial Jurisdiction (ETJ)

Origination:

HMI-Sherman 2 LLC (Owner)
Kimley-Horn and Associates, Inc. (Engineer)
Walker, Warren, and Jordan Surveying and Mapping (Surveyor)

Master Plan Designation:
Not included in Master Plan.

Number of notices mailed:
Not Required

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Survey
Conceptual Site Plan
Narrative
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 9.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6486

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow 441 Patio Homes in an R-1 (One-Family Residential) District in the 200-600 Blocks Luella Road, being 96.173 Acres in the Sharrod Dunman Survey, Abstract Number 329 (HMI-Sherman 2 LLC, Owner; Kimley-Horn and Associates, Inc., Engineer; and Walker, Warren, and Jordan Surveying and Mapping, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

Issue:

To consider Granting a Specific Use Permit to allow 441 patio homes in an R-1 (One-Family Residential) District in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329 (HMI-Sherman 2 LLC, Owner; Kimley-Horn and Associates, Inc., Engineer; and Walker, Warren, and Jordan Surveying and Mapping, Surveyor)

Background:

The property is located in the 200-600 Blocks Luella Road, south of FM 1417 (Heritage Parkway) and west of Luella Road in Sherman's Extraterritorial Jurisdiction (ETJ). The Luella Crossing Tract is a proposed patio home community on approximately 96 acres. Luella Crossing is anticipated to include 441 patio home lots with a minimum 10% amenitized open space. The owner is requesting a zone change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District and a Specific Use Permit to allow patio homes in an R-1 (One-Family Residential) District and conditioned on the property being annexed.

Origination:

HMI-Sherman 2 LLC (Owner)
Kimley-Horn and Associates, Inc. (Engineer)
Walker, Warren, and Jordan Surveying and Mapping (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the Specific Use Permit be approved subject to the Staff Review Letter and subject to the annexation to the City of Sherman.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6486
Exhibit A - Survey
Exhibit B - Conceptual Site Plan
Location Map
Zoning Map
Narrative
P & Z Communication
Staff Review Letter

ORDINANCE NO. 6486

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW 441 PATIO HOMES IN AN R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT IN THE 200-600 BLOCKS LUELLA ROAD, BEING 96.173 ACRES IN THE SHARROD DUNMAN SURVEY, ABSTRACT NUMBER 329 (HMI-SHERMAN 2 LLC, OWNER; KIMLEY-HORN AND ASSOCIATES, INC., ENGINEER; AND WALKER, WARREN, AND JORDAN SURVEYING AND MAPPING, SURVEYOR) PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED $2,000.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this Specific Use Permit; and

WHEREAS, the City Council finds that this use will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to grant this specific use permit, subject to certain conditions;

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

SECTION 1. That, from and after the effective date of this Ordinance, HMI-Sherman 2 LLC (Owner), Kimley-Horn and Associates, Inc. (Engineer) and Walker, Warren, and Jordan Surveying and Mapping (Surveyor) concerning the property in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329 are granted a Specific Use Permit to allow 441 patio homes in an R-1 (One-Family Residential) District and that Section 8, Subsection (5)(a), Ordinance No. 2280 is hereby amended so as to hereafter include property described as **Exhibit A – Survey**.

SECTION 2. That this Specific Use Permit is granted on the following conditions:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family

Residential) District, the Patio Home Ordinance, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 9*; *Sec. 7(13) & (14) and Sec. 17)*

2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
4. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
6. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Section 8, Subsection 9 (b))*
7. Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots under the Patio Home standards of this ordinance shall provide usable open space. Developments with 25 - 49 patio home lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with 50 or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Section 8, Subsection 9 (e))*
8. Any structures built over any of the easements on the property will require approval from the City Council for an encroachment easement.
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

<u>Engineering:</u>

11. Annexation into the City of Sherman City Limits required.
12. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
13. Dedication of Right of Way along Luella Road will be required upon platting of subject property.
14. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
15. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.)*

16. Water main must be extended in accordance with City criteria to serve proposed development. (Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))
17. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
18. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.

Additional Conditions:

19. This Specific Use Permit is subject to annexation to the City of Sherman.
20. The Property shall be developed and used in accordance with all City Ordinances and the Zoning Exhibit shown in **Exhibit B.**

SECTION 3. That this Ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

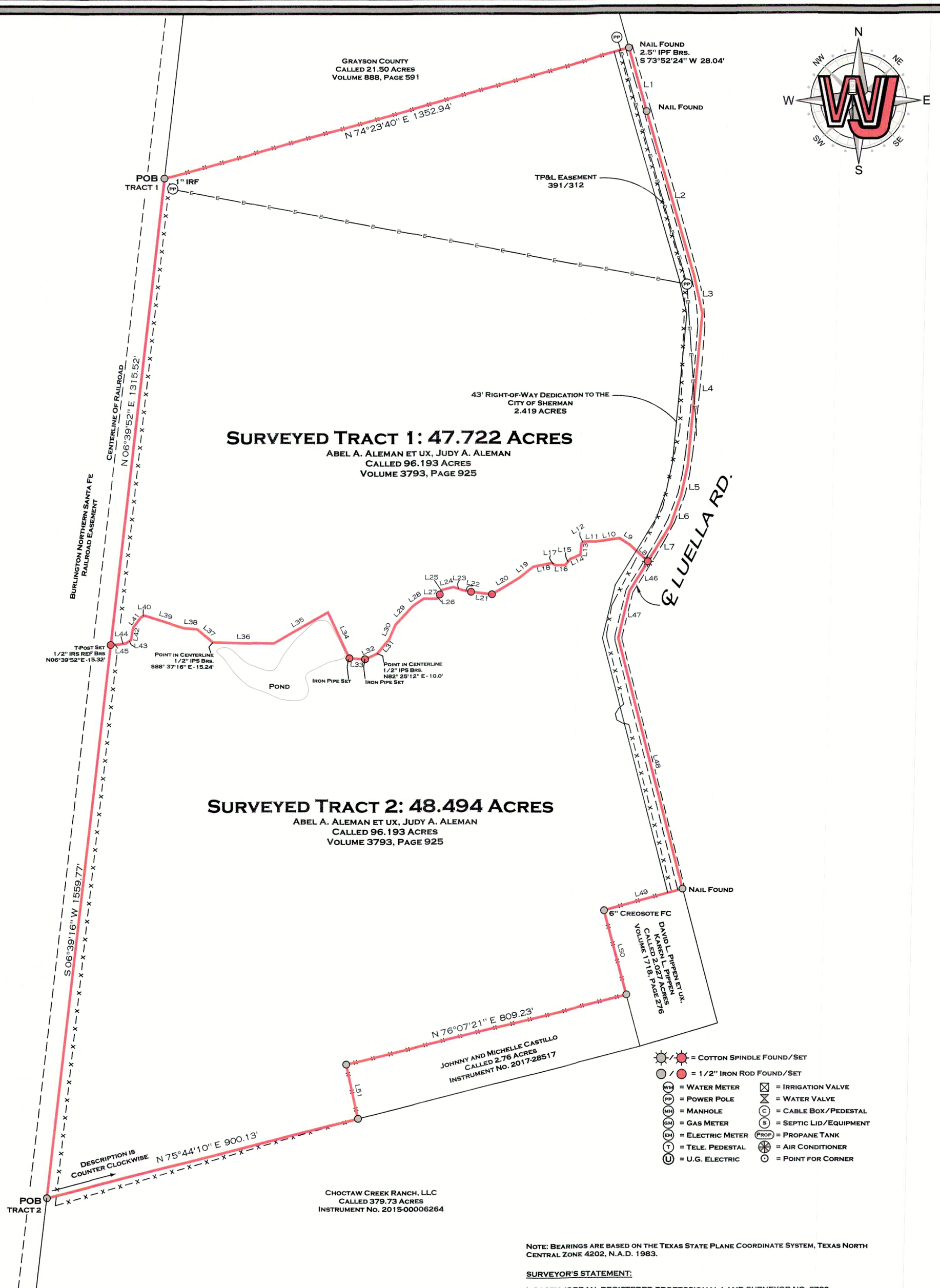
APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

GRAYSON COUNTY, TX

SHERROD DUNMAN SURVEY, A-329



BOUNDARY

LINE	BEARING	DISTANCE
L1	S 15°36'01" E	183.95'
L2	S 16°00'51" E	478.87'
L3	S 12°06'00" E	108.19'
L4	S 04°26'22" W	202.13'
L5	S 12°27'14" W	86.17'
L6	S 19°41'44" W	89.25'
L7	S 31°51'34" W	120.10'
L8	N 47°14'52" W	68.16'
L9	N 57°05'48" W	34.72'
L10	S 81°57'22" W	67.04'
L11	N 89°35'07" W	33.17'
L12	S 60°59'13" W	8.04'
L13	S 04°58'47" W	32.03'
L14	S 68°50'50" W	31.12'
L15	S 40°02'31" W	21.95'
L16	S 88°39'01" W	27.13'
L17	N 61°17'42" W	13.23'
L18	S 78°16'01" W	52.32'
L19	S 51°27'25" W	50.12'
L20	S 58°37'12" W	89.67'
L21	N 83°21'57" W	58.86'
L22	N 79°08'41" W	23.93'
L23	N 71°01'16" W	27.58'
L24	S 76°03'08" W	31.93'
L25	S 28°15'02" W	14.79'
L26	S 36°32'03" W	14.71'
L27	N 89°29'50" W	36.12'
L28	S 56°43'55" W	37.05'
L29	S 43°08'36" W	71.63'
L30	S 23°26'07" W	43.59'
L31	S 39°53'43" W	52.50'
L32	S 64°45'43" W	37.91'
L33	N 86°23'55" W	43.70'
L34	N 25°06'01" W	141.37'
L35	S 60°09'01" W	175.28'
L36	N 88°37'16" W	170.68'
L37	N 50°00'06" W	57.06'
L38	N 85°27'23" W	39.35'
L39	N 72°36'30" W	114.05'
L40	S 62°50'06" W	10.63'
L41	S 37°24'57" W	36.96'
L42	S 09°07'22" W	33.78'
L43	S 53°44'18" W	17.22'
L44	S 80°39'36" W	18.65'
L45	S 86°45'52" W	24.97'
L46	N 31°46'43" E	97.54'
L47	N 13°36'49" E	135.39'
L48	N 14°20'00" W	724.35'
L49	N 74°30'17" E	228.66'
L50	N 14°46'55" W	244.67'
L51	N 12°16'22" W	155.30'

NOTE: BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE 4202, N.A.D. 1983.

SURVEYOR'S STATEMENT:

I, CASEY JORDAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6789, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION AND SUPERVISION ON THE GROUND DURING THE MONTH OF FEBRUARY, 2022.

GIVEN UNDER MY HAND AND SEAL THIS 10th DAY OF February, 2022.

CASEY JORDAN, R.P.L.S. NO. 6789

STATE OF TEXAS REGISTERED CASEY JORDAN 6789 PROFESSIONAL LAND SURVEYOR

SURVEYED 2 TRACTS
SHERROD DUNMAN SURVEY, A-329
GRAYSON COUNTY, TEXAS

WALKER, WARREN, & JORDAN
SURVEYING & MAPPING
10819 US Hwy 69 N
TYLER, TX 75706
903-534-9000
TBPELS FIRM NO. 10025300

PROJECT MANAGER: C. JORDAN	PREPARED BY: B.B.B. ON FEB 10, 2022
ADDRESS: 515 LUELLA ROAD	JOB NO. 20-0924
CITY/COUNTY: SHERMAN, GRAYSON	
SURVEY/ABSTRACT NO.: 329	200 0 200
SUBDIVISION: N/A	
LOT/BLOCK NO.: N/A	SCALE: 1" = 200'
CLIENT: HAKUNA MATATA	

WALKER, WARREN, & JORDAN
SURVEYING & MAPPING
10819 US HWY 69 N
TYLER, TX 75706
903-534-9000
TBPELS FIRM NO. 10025300

SURVEYED: 2 TRACTS
SHERROD DUNMAN SURVEY, A-329
GRAYSON COUNTY, TEXAS
J20-0924

February 10, 2022

TRACT 1

All those certain tracts or parcels of land being part of the SHERROD DUNMAN SURVEY, Abstract No. 329, Grayson County, Texas and being part of a called 96.193 acre tract conveyed to Abel A. Aleman and wife, Judy A. Aleman as described and recorded in Volume 3793, Page 925 of the Deed Records, Grayson County, Texas, and being 47.722 acres of land being more particularly described by metes and bounds as follows:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

BEGINNING at a 1" Iron Rod found for the Northwest corner of herein described tract, same being the Southwest corner of a called 21.50 acre tract conveyed to Grayson County as described and recorded in Volume 888 on Page 591 and being on the East right of way of the Burlington Northern Santa Fe Railroad Easement;

THENCE North 74 deg. 23 min. 40 sec. East with the South line of said 21.50 acre tract and generally along a fence a distance of 1,352.94 feet to a Nail found in the centerline of Luella Road for the Northeast corner of herein described tract, same being the Southeast corner of said 21.50 acre tract, from which a 2.5" Iron Pipe found for reference bears South 73 deg. 52 min. 24 sec. West – 288.04 feet;

THENCE with the centerline of said Luella Road in a Southerly direction and with the East line of said 96.193 acre tract as follows:

South 15 deg. 36 min. 01 sec. East a distance of 183.95 feet to a Nail found;
South 16 deg. 00 min. 51 sec. East a distance of 478.87 feet to a point for corner;
South 12 deg. 06 min. 00 sec. East a distance of 108.19 feet to a point for corner;
South 05 deg. 37 min. 40 sec. West a distance of 426.89 feet to a point for corner;
South 12 deg. 27 min. 14 sec. West a distance of 86.17 feet to a point for corner;
South 19 deg. 41 min. 44 sec. West a distance of 89.25 feet to a point for corner;
South 31 deg. 51 min. 34 sec. West a distance of 120.10 feet, to a cotton spindle set for corner in Luella Road, same point being the Southeast corner of herein described tract;

THENCE along and with the centerline of a creek as follows:

North 47 deg. 14 min. 52 sec. West a distance of 68.16 feet;
North 57 deg. 05 min. 48 sec. West a distance of 34.72 feet;
South 81 deg. 57 min. 22 sec. West a distance of 67.04 feet;
North 89 deg. 35 min. 07 sec. West a distance of 33.17 feet;
South 60 deg. 59 min. 13 sec. West a distance of 8.04 feet;
South 04 deg. 58 min. 47 sec. West a distance of 32.03 feet;
South 68 deg. 50 min. 50 sec. West a distance of 31.12 feet;
South 40 deg. 02 min. 31 sec. West a distance of 21.95 feet;
South 88 deg. 39 min. 01 sec. West a distance of 27.13 feet;
North 61 deg. 17 min. 42 sec. West a distance of 13.23 feet;
South 78 deg. 16 min. 01 sec. West a distance of 52.32 feet;
South 51 deg. 27 min. 25 sec. West a distance of 50.12 feet;
South 58 deg. 37 min. 12 sec. West a distance of 89.67 feet to a ½" iron rod set for corner in said creek;

North 83 deg. 21 min. 57 sec. West a distance of 58.86 feet to a ½" iron rod set for corner in said creek;
North 79 deg. 08 min. 41 sec. West a distance of 23.93 feet;
North 71 deg. 01 min. 16 sec. West a distance of 27.58 feet;
South 76 deg. 03 min. 08 sec. West a distance of 31.93 feet;
South 28 deg. 15 min. 02 sec. West a distance of 14.79 feet to a ½" iron rod set for corner in said creek;
South 36 deg. 32 min. 03 sec. West a distance of 14.71 feet;
North 89 deg. 29 min. 50 sec. West a distance of 36.12 feet;
South 56 deg. 43 min. 55 sec. West a distance of 37.05 feet;
South 43 deg. 08 min. 36 sec. West a distance of 71.63 feet;
South 23 deg. 26 min. 07 sec. West a distance of 43.59 feet;
South 39 deg. 53 min. 43 sec. West a distance of 52.50 feet to a point for corner in said creek, same point having a ½" iron pipe set for reference bears North 82 deg. 25 min. 12 sec. East a distance of 10.00 feet;
South 64 deg. 45 min. 43 sec. West a distance of 37.91 feet to a ½" iron pipe set for corner in said creek;
North 86 deg. 23 min. 55 sec. West a distance of 43.70 feet to a ½" iron pipe set for corner in said creek;

THENCE leaving said centerline of creek North 25 deg. 06 min. 01 sec. West a distance of 141.37 feet to a point for corner;

THENCE South 60 deg. 09 min. 01 sec. West a distance of 175.28 feet;

THENCE North 88 deg. 37 min. 16 sec. West a distance of 170.68 feet to a point for corner in the centerline of said creek, same point having a ½" iron pipe set for reference bears South 88 deg. 37 min. 16 sec. East a distance of 15.24 feet;

THENCE along and with the centerline of a creek as follows:

North 50 deg. 00 min. 06 sec. West a distance of 57.06 feet;
North 85 deg. 27 min. 23 sec. West a distance of 39.35 feet;
North 72 deg. 36 min. 30 sec. West a distance of 114.05 feet;
South 62 deg. 50 min. 06 sec. West a distance of 10.63 feet;
South 37 deg. 24 min. 57 sec. West a distance of 36.96 feet;
South 09 deg. 07 min. 22 sec. West a distance of 33.78 feet;
South 53 deg. 44 min. 18 sec. West a distance of 17.22 feet;
South 80 deg. 39 min. 36 sec. West a distance of 18.65 feet;
South 86 deg. 45 min. 52 sec. West a distance of 24.97 feet, to a T-Post set for corner in said creek, same point having a ½" iron rod set for reference bears North 06 deg. 39 min. 52 sec. East a distance of 15.32 feet, same point being on the East line of the Burlington Northwestern Sante Fe Railroad Easement;

THENCE North 06 deg. 39 min. 52 sec. East along and with the West line of said 96.193 acre tract, same being the East line of said Railroad Easement a distance of 1,315.52 feet back to the **POINT OF BEGINNING AND CONTAINING 47.722 ACRES OF LAND**.

TRACT 2

All those certain tracts or parcels of land being part of the SHERROD DUNMAN SURVEY, Abstract No. 329, Grayson County, Texas and being all of a called 96.193 acre tract conveyed to Abel A. Aleman and wife, Judy A. Aleman as described and recorded in Volume 3793, Page 925 of the Deed Records, Grayson County, Texas, and being 48.494 acres of land being more particularly described by metes and bounds as follows:

Bearings are based on the State Plane Coordinate System, Texas North Central Zone 4202, N.A.D. 1983.

BEGINNING at a ½" Iron Rod found for the Southwest corner of herein described tract, same being the Southwest corner of said called 96.193 acre tract, same point also being the Northwest corner of a called 379.73 acre tract conveyed to Chocktaw Creek Ranch, LLC as described and recorded in Instrument Number 2015-00006264 of the Deed Records of Grayson County, Texas, same point also being on the East line of the Burlington Northern Santa Fe Railroad Easement;

THENCE in a counter clockwise direction as follows:

North 75 deg. 44 min. 10 sec. East along and with the North line of said called 379.73 acre tract a distance of 900.13 feet to a ½" iron rod found for corner, same point beingon the North line of said called 379.73 acre tract, same point also being the Southwest corner of a called 2.76 acre tract conveyed to Johnny and Michelle Castillo as described and recorded in Instrument Number 2017-28517 of the Deed Records of Grayson County, Texas;

THENCE North 12 deg. 16 min. 22 sec. West with the West line of said 2.76 acre tract and generally along and with said fence a distance of 155.30 feet to a ½" iron rod found for corner, same being the Northwest corner of said 2.76 acre tract;

THENCE North 76 deg. 07 min. 21 sec. East with the North line of said 2.76 acre tract and generally along and with said fence a distance of 809.23 feet to a ½" iron rod found corner, same point being the Northeast corner of said 2.76 acre tract, same point also being on the West line of a called 2.027 acre tract conveyed to David L. Pippen and wife, Karen L. Pippen as described and recorded in Volume 1718 on Page 276 of the Deed Records of Grayson County, Texas;

THENCE North 14 deg. 46 min. 55 sec. West along and with the West line of said 2.027 acre tract and generally along said fence a distance of 244.67 feet to a 6" Creosote fence corner found for a corner of herein described tract, same being the Northwest corner of said called 2.027 acre tract;

THENCE North 74 deg. 30 min. 17 sec. East along and with the North line of said 2.027 acre tract and generally along a fence a distance of 228.66 feet to a nail found for corner in Luella Road;

THENCE with the centerline of Luella Road in a Northerly direction and with the East line of said 96.193 acre tract as follows:

North 14 deg. 20 min. 00 sec. West a distance of 724.35 feet to a point for corner;
North 13 deg. 36 min. 49 sec. East a distance of 135.39 feet to a point for corner;
North 31 deg. 46 min. 43 sec. East a distance of 97.54 feet to a cotton spindle set for corner in Luella Road;

THENCE along and with the centerline of a creek as follows:

North 47 deg. 14 min. 52 sec. West a distance of 68.16 feet;
North 57 deg. 05 min. 48 sec. West a distance of 34.72 feet;
South 81 deg. 57 min. 22 sec. West a distance of 67.04 feet;
North 89 deg. 35 min. 07 sec. West a distance of 33.17 feet;
South 60 deg. 59 min. 13 sec. West a distance of 8.04 feet;
South 04 deg. 58 min. 47 sec. West a distance of 32.03 feet;
South 68 deg. 50 min. 50 sec. West a distance of 31.12 feet;
South 40 deg. 02 min. 31 sec. West a distance of 21.95 feet;
South 88 deg. 39 min. 01 sec. West a distance of 27.13 feet;
North 61 deg. 17 min. 42 sec. West a distance of 13.23 feet;
South 78 deg. 16 min. 01 sec. West a distance of 52.32 feet;
South 51 deg. 27 min. 25 sec. West a distance of 50.12 feet;
South 58 deg. 37 min. 12 sec. West a distance of 89.67 feet to a ½" iron rod set for corner in said creek;
North 83 deg. 21 min. 57 sec. West a distance of 58.86 feet to a ½" iron rod set for corner in said creek;
North 79 deg. 08 min. 41 sec. West a distance of 23.93 feet;
North 71 deg. 01 min. 16 sec. West a distance of 27.58 feet;
South 76 deg. 03 min. 08 sec. West a distance of 31.93 feet;
South 28 deg. 15 min. 02 sec. West a distance of 14.79 feet to a ½" iron rod set for corner in said creek;
South 36 deg. 32 min. 03 sec. West a distance of 14.71 feet;
North 89 deg. 29 min. 50 sec. West a distance of 36.12 feet;
South 56 deg. 43 min. 55 sec. West a distance of 37.05 feet;
South 43 deg. 08 min. 36 sec. West a distance of 71.63 feet;
South 23 deg. 26 min. 07 sec. West a distance of 43.59 feet;
South 39 deg. 53 min. 43 sec. West a distance of 52.50 feet to a point for corner in said creek, same point having a ½" iron pipe set for reference bears North 82 deg. 25 min. 12 sec. East a distance of 10.00 feet;
South 64 deg. 45 min. 43 sec. West a distance of 37.91 feet to a ½" iron pipe set for corner in said creek;
North 86 deg. 23 min. 55 sec. West a distance of 43.70 feet to a ½" iron pipe set for corner in said creek;

THENCE leaving said centerline of creek North 25 deg. 06 min. 01 sec. West a distance of 141.37 feet to a point for corner;

THENCE South 60 deg. 09 min. 01 sec. West a distance of 175.28 feet;

THENCE North 88 deg. 37 min. 16 sec. West a distance of 170.68 feet to a point for corner in the centerline of said creek, same point having a ½" iron pipe set for reference bears South 88 deg. 37 min. 16 sec. East a distance of 15.24 feet;

THENCE along and with the centerline of a creek as follows:

North 50 deg. 00 min. 06 sec. West a distance of 57.06 feet;
North 85 deg. 27 min. 23 sec. West a distance of 39.35 feet;
North 72 deg. 36 min. 30 sec. West a distance of 114.05 feet;
South 62 deg. 50 min. 06 sec. West a distance of 10.63 feet;
South 37 deg. 24 min. 57 sec. West a distance of 36.96 feet;
South 09 deg. 07 min. 22 sec. West a distance of 33.78 feet;
South 53 deg. 44 min. 18 sec. West a distance of 17.22 feet;
South 80 deg. 39 min. 36 sec. West a distance of 18.65 feet;

THENCE South 86 deg. 45 min. 52 sec. West a distance of 24.97 feet, to a T-Post set for corner in said creek, same point having a ½" iron rod set for reference bears North 06 deg. 39 min. 52 sec. East a distance of 15.32 feet, same point being on the East line of the Burlington Northwestern Sante Fe Railroad Easement;

THENCE South 06 deg. 39 min. 16 sec. West along and with the East line of said Burlington Northwestern Sante Fe Railroad Easement a distance of 1559.77 feet back to the **POINT OF BEGINNING AND CONTAINING 48.494 ACRES OF LAND**, of which approximately 0.562 acres lies within the right of way of Luella Road.

I, Casey Jordan, do hereby state that these Field Notes represent an on the ground survey made under my supervision in February, 2022, and is being submitted along with a Plat of said tract herein described.

Casey Jordan
Registered Professional Land Surveyor
State of Texas No. 6789

EXHIBIT B

FM 1417

POST OAK ROAD

BURLINGTON NORTHERN SANTA FE RAILROAD (225' R.O.W.)

BNSF RAILROAD

LUELLA ROAD

N

W E

S

0 150' 300'

GRAPHIC SCALE 150'

125512
GRAYSON COUNTY
21.5 ACRES

125485
BELL MICHAEL LEE
28.2 ACRES

125515
TERRA PERPETUA LLC
62.32 ACRES

LUELLA ROAD
R.O.W. DEDICATION
(2.42 AC)

LUELLA CROSSING
PHASE 1
47.72 AC
227 LOTS

PROPOSED AMENITY AREA
-RESTROOMS
-NEIGHBORHOOD POOL
-OPEN AIR AMENITY (TBD)

WET POND

WET POND

PROPOSED 6' TRAIL

PROPOSED 6' TRAIL

LUELLA CROSSING
PHASE 2
48.49 AC
214 LOTS

125538
CORNELIUS DON KEITH TRUSTEE
CORNELIUS FAMILY TRUST
128.17 ACRES

125542
GUEFFEY PRESTON
2.78 ACRES
O.P.R.G.C.T.

125536
PIPPIN DAVID L
ETUX KAREN L
2.03 ACRES

125535
CASTILLO JOHNNY
ETUX MICHELLE
2.76 ACRES

125547
CHOCTAW CREEK RANCH
377.32 ACRES

YES COMPANIES EXP2 KEY, LLC
VOL. 5858, PG. 102
O.P.R.G.C.T.

20' UTILITIES EASEMENT TO
CITY OF SHERMAN, VOL. 1573,
PG. 275

CALLED 1 ACRE
LARRY J. FLEMING AND
SHARON S. FLEMING
VOL. 1162, PG. 690
D.R.G.C.T.

JOHN KITCHEN SURVEY,
ABST. NO. 673

CALLED TRACT 1
MICHAEL LEE BELL
VOL. 2371, PG. 17
O.P.R.G.C.T.

CALLED 1 ACRE
MICHAEL L. BELL AND WIFE
SHARON BELL
VOL. 1368, PG. 420
O.P.R.G.C.T.

CALLED 170.814 ACRE
DON KEITH CORNELIUS,
TRUSTEE OF THE CORNELIUS
REVOCABLE LIVING TRUST
VOL. 4372, PG. 827
O.P.R.G.C.T.

CALLED 0.636 ACRE
DON KEITH CORNELIUS,
TRUSTEE OF THE CORNELIUS
REVOCABLE LIVING TRUST
VOL. 4372, PG. 839
O.P.R.G.C.T.

REMAINDER OF
CALLED 1 ACRE
DARRYL LYNN JOHNSON
VOL. 2351, PG. 845
O.P.R.G.C.T.

CALLED 2.027 ACRES
DAVID L. PIPPIN AND WIFE
KAREN L. PIPPIN
VOL. 1718, PG. 276
O.P.R.G.C.T.

CALLED 1 ACRE
TERRI ANN JOHNSON &
DARRYL LYNN JOHNSON
VOL. 2371, PG. 15
O.P.R.G.C.T.

CALLED 0.628 ACRE
DARRYL LYNN JOHNSON
VOL. 4372, PG. 834
O.P.R.G.C.T.

CALLED 32.545 ACRES
TERRA PERPETUA, LLC
INST. NO. 2019-22865
O.P.R.G.C.T.

CALLED 95.216 ACRES
HWI SHERMAN 2 LLC
INST. NO. 2021-32639
O.P.R.G.C.T.

SHARROD RUNNELS SURVEY
ABST. NO. 929

TALISKER BOULEVARD
AQUA LANE
CRYSTAL COVE
EL SOL BOULEVARD
BEACH BOULEVARD
BRISA ROAD

BLOCK F
BLOCK H
BLOCK G
BLOCK E
17-HOA
1-HOA

PRELIMINARY OPEN SPACE TABLE

TOTAL LOT AREA	96.21	AC	
GROSS LOT AREA	93.79	AC	
OPEN SPACE REQUIRED	9.4	AC	10%
OPEN SPACE PROPOSED	14.6	AC	16%

LEGEND

- OPEN SPACE AREA
- POND AREA
- MINOR ARTERIAL ROW DEDICATION
- PUBLIC TRAIL

Luella Crossing
Conceptual Site Plan

Sherman, Texas
March 22, 2022

DWG NAME K:\MKN_CIVIL\NO_PROJ\LP-2021\LENNAR - SHERMAN_LUELLA CROSSING\CAD\EXHIBITS\PLANSHEETS\20220323 - SUP SITE PLAN.DWG
LAST SAVED 3/23/2022 11:32 AM

Kimley»Horn
260 E Davis St
Suite 100
McKinney, Texas 75069
469-301-2580
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY, TOPOGRAPHY, UTILITIES, CONTACT WITH THE CITY, ETC.

dlagrone H:\ENGINEERING\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

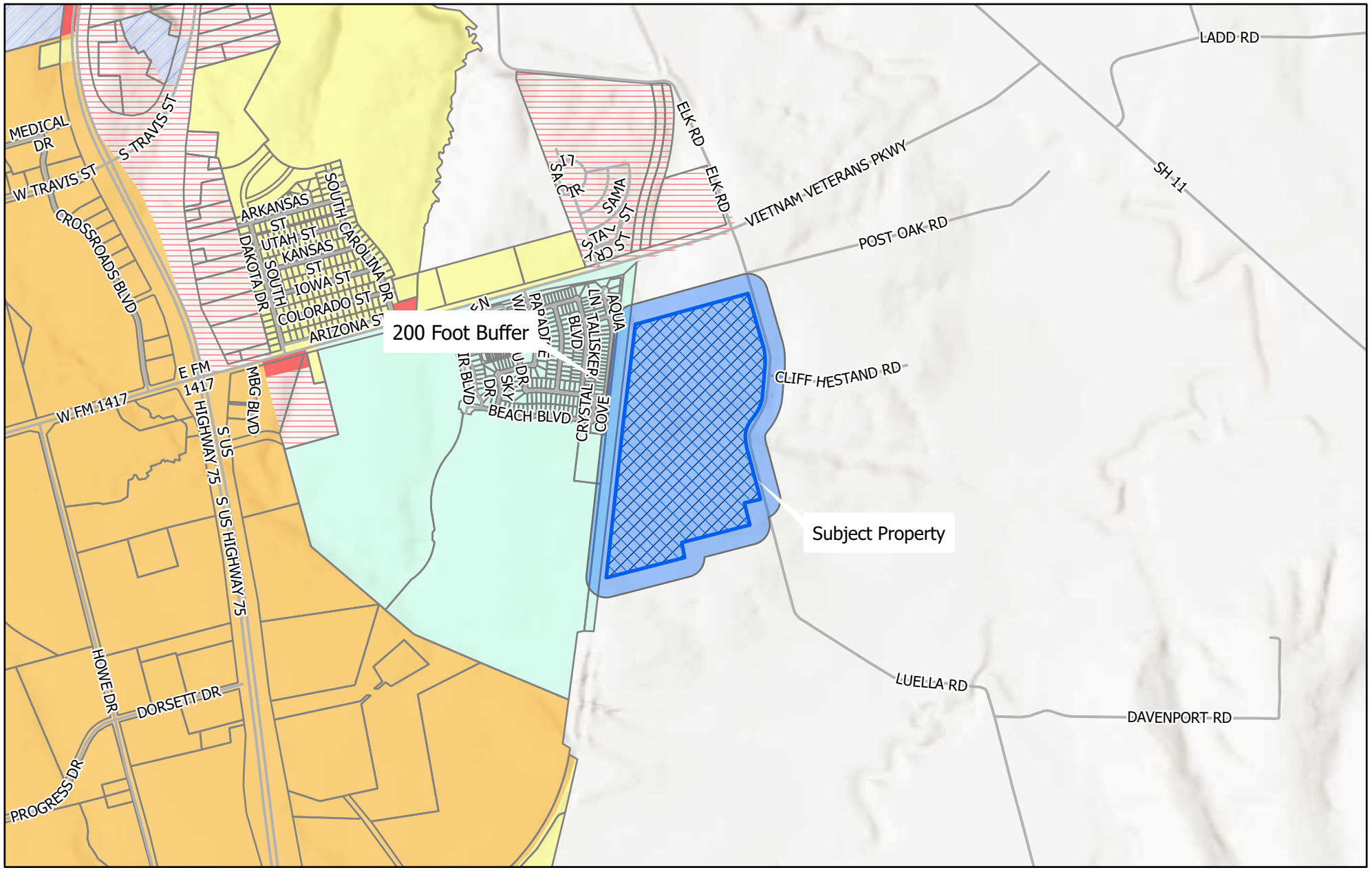
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(200-600 Blocks Luella Rd)

N
W E
S

Date: 3/28/2022 11:01 AM

Scale: 1:18,000



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- 200 Foot Buffer
- Subject Locations
- Parcels

CITY OF SHERMAN
Zoning Location Map
(200-600 Blocks Luella Rd)

N W E S

Scale: 1:18,000

Date: 3/28/2022 4:03 PM

March 24, 2022

Rob Rae
Director of Development Services
City of Sherman

RE: ***Project Narrative – Luella Crossing – Patio Home SUP***

Dear Mr. Rae,

The Luella Crossing Tract is a proposed patio home community on approximately 96 acres located +/- 730 LF south of Heritage Parkway (FM 1417) west of Luella Rd located in the ETJ of Sherman in Grayson County, TX. Luella Crossing is anticipated to include +/- 440 patio home lots with a minimum 10% amenitized open space as required by the City of Sherman. We request this SUP to be recommended for approval by P&Z prior to annexation and to be approved by City Council after the site has been annexed and zoned to R-1.

Please contact me at (469) 353-6061 or michael.carlisle@kimley-horn.com should you have any questions.

Sincerely,

Michael Carlisle, P.E. (TX)
Kimley-Horn and Associates, Inc.
TBPE Firm No. F-928

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 26.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

200-600 BLOCKS LUELLA ROAD

The request of HMI-Sherman 2 LLC (Owner), Kimley-Horn and Associates, Inc. (Engineer) and Walker, Warren, and Jordan Surveying and Mapping (Surveyor) concerning the property in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329, as follows:

Planning and Zoning Commission

A. Zone change under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District.
B. Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 441 patio homes in an R-1 (One-Family Residential) District

Background:

The property is located in the 200-600 Blocks Luella Road, south of FM 1417 (Heritage Parkway) and west of Luella Road in Sherman's Extra Territorial Jurisdiction (ETJ). The Luella Crossing Tract is a proposed patio home community on approximately 96 acres. Luella Crossing is anticipated to include 441 patio home lots with a minimum 10% amenitized open space. The owner is requesting a zone change from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District and a Specific Use Permit to allow patio homes in an R-1 (One-Family Residential) District and prior to annexation.

Adjacent Zoning:

Extra Territorial Jurisdiction (ETJ)

Origination:

HMI-Sherman 2 LLC (Owner)
Kimley-Horn and Associates, Inc. (Engineer)
Walker, Warren, and Jordan Surveying and Mapping (Surveyor)

Master Plan Designation:
Not included in Master Plan.

Number of notices mailed:
Not Required

Objections Received:
0

Development Review Meeting:
Yes

Attachments

Location Map
Zoning Map
Survey
Conceptual Site Plan
Narrative
Staff Review Letter

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

HMI-Sherman 2 LLC
PO Box 822044
North Richland Hills, TX 76182

Walker, Warren, & Jordan Surveying & Mapping
10819 US Hwy 69 N
Tyler, TX 75706

Michael Carlisle
Kimley-Horn
260 E Davis St, Ste. 100
McKinney, TX 75069

Dear Applicants,

The request for a Zone change under Ordinance No. 2280, Section 12, from an R-A (Single Family Agricultural) District to an R-1 (One-Family Residential) District and a Specific Use Permit and site plan approval under Ordinance No. 2280, Section 8, Subsection (5)(a) to allow 441 patio homes in an R-1 (One-Family Residential) District located in the 200-600 Blocks Luella Road has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Patio Home Ordinance, the Fence Ordinance, the Sign Ordinance and the Residential Tree and Landscaping Ordinance. *Chapter 14, Exhibit A, Sec. 6.3; Sec. 9; Sec. 7(13) & (14) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7 (13) & (14), Subsection 10(b))*
4. Parking is permitted on paved surfaces only (concrete and asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9'x20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
6. Side yard setbacks must be uniform for all homes within a given block. (*Chapter 14, Exhibit A, Section 8, Subsection 9 (b))*
7. Any contiguous subdivision, including multiple phases, developed with twenty-five (25) or more lots under the Patio Home standards of this ordinance shall provide usable open space. Developments with 25 - 49 patio home lots shall provide usable open space which equals or exceeds five (5) percent of the gross platted area, excluding rights-of-way for major thoroughfares. Developments with 50 or more patio homes shall provide usable open space which equals or exceeds ten (10) percent of the gross platted area, excluding rights-of-way for major thoroughfares. A contiguous subdivision is defined as: abutting or separated only by a local or collector street to

the subdivision. Subdivisions separated by rights-of-way, drainage or utility easements in excess of sixty (60) feet in width shall not be considered as contiguous. (*Chapter 14, Exhibit A, Section 8, Subsection 9 (e))*

8. Any structures built over any of the easements on the property will require approval from the City Council for an encroachment easement.
9. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
10. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

11. Annexation into the City of Sherman City Limits required.
12. Platting of the property is required. *(Code of Ordinances Chapter 10, Section 10.02.021; Texas Local Government Code Title 1, Sec. 212.004)*
13. Dedication of Right of Way along Luella Road will be required upon platting of subject property.
14. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*
15. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *(Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.)*
16. Water main must be extended in accordance with City criteria to serve proposed development. (Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G))
17. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed development. Sewer capacity shall be verified for proposed use. *(Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H))*
18. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 10.**

Meeting Date: 05/16/2022
Prepared By: Rob Rae, Director of Development Services
Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6487
Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 200 Block West Park Avenue, being Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 31 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40, and 41 of South Side Addition (Barton Capital LTD, Owner; Jacob Craft, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Issue:

To consider the request of Barton Capital LTD (Owner), Jacob Craft (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property in the 200 Block West Park Avenue, being Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 31 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40, and 41 of South Side Addition for a zone change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 200 block West Park Avenue between South Elm and South Crockett Streets. The owner is requesting a zone change from an M-1 (Light Manufacturing) District to an R-1 (One-Family Residential) District for residential development of eight (8) single family homes.

Origination:

Barton Capital LTD (Owner)
Jacob Craft (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to the City Council that the zone change be approved subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6487
Exhibit A - Survey
Location Map
Zoning Map
Zoning Sign Photo
Elevations
Floor Plan/Roof Plan
Staff Review Letter
P & Z Communication

ORDINANCE NO. 6487

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTY WITHIN THE R-1 (ONE-FAMILY RESIDENTIAL) DISTRICT, LOCATED IN THE 200 BLOCK WEST PARK AVENUE, BEING LOTS 1, 2, 3, 4, 5, 6, 7, AND 8, BLOCK 31 OF THE REPLAT OF BLOCKS 4, 5, 6, 15, 16, 17, 29, 30, 31, 40, AND 41 OF SOUTH SIDE ADDITION (BARTON CAPITAL LTD, OWNER; JACOB CRAFT, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

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

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey**, attached hereto, located in the 200 block West Park Avenue, shall be rezoned and placed in the R-1 (One-Family Residential) District, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include such property.

SECTION 2. That this ordinance shall be entered upon the official zoning map as provided in Section 2, Ordinance No. 2280.

SECTION 3. That no person shall acquire any vested interest in this ordinance or in any other specific regulations contained herein. Any portion of this ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the General Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 16th day of May, 2022.

ADOPTED on this the 16th day of May, 2022.

EFFECTIVE DATE on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

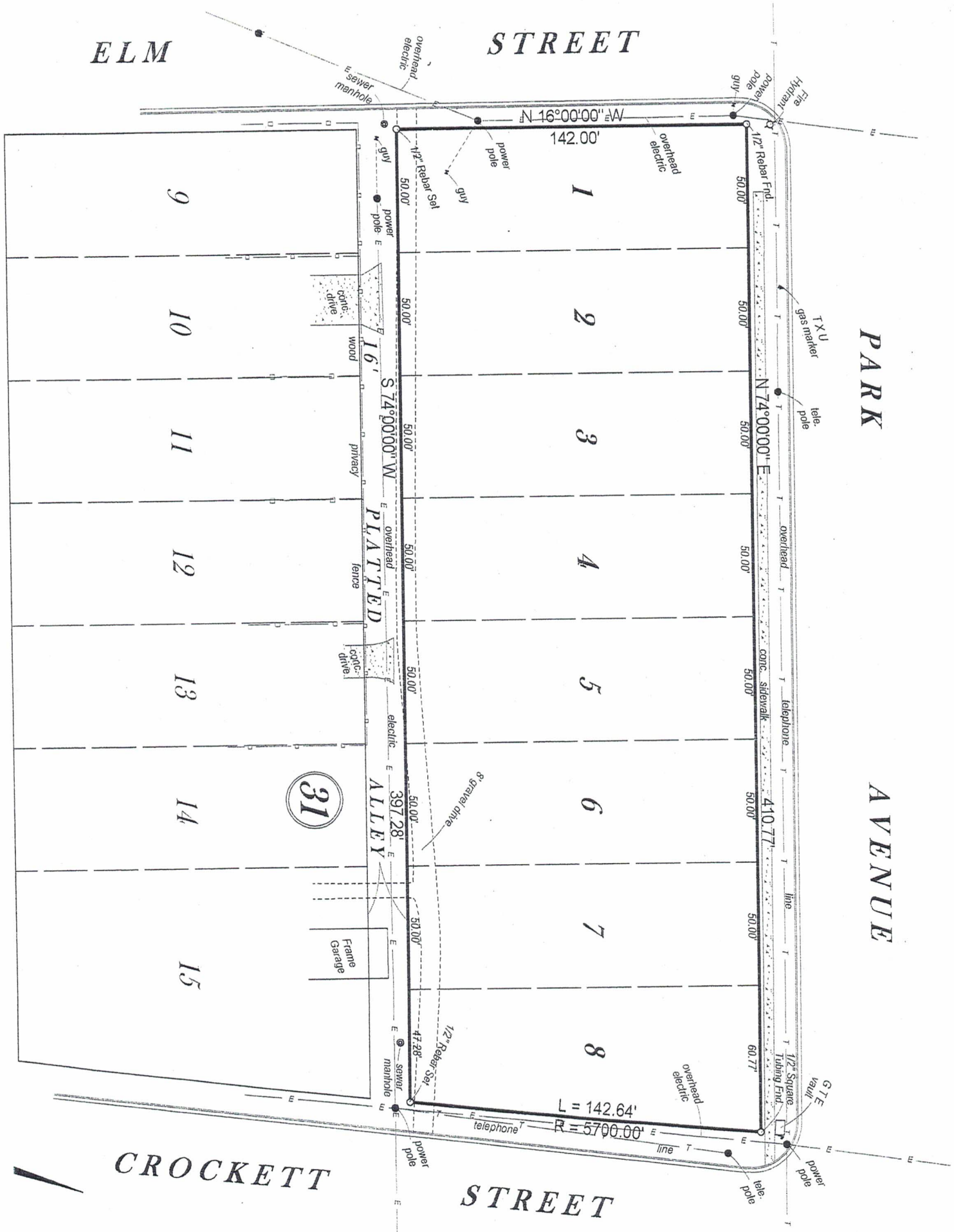
ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A


ELM STREET
PARK AVENUE
CROCKETT STREET
PLATTED ALLEY
31
N 16°00'00" W
142.00'
N 74°00'00" E
410.77'
S 74°00'00" W
397.28'
L = 142.64'
R = 5700.00'
1/2" Rebar Fnd.
1/2" Rebar Set
50.00'
47.28'
60.77'
16'
8' gravel drive
overhead electric
power pole
guy
sewer manhole
fire hydrant
TXU gas marker
tele. pole
telephone line
conc. sidewalk
conc. drive
wood privacy fence
electric
Frame Garage
1/2" Square Tubing Fnd.
GTE vault
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

WILSON AVENUE

Scale: 1" = 50'

BEARING BASE

Assumed Bearing, (N 74° 00' 00" E), along the south line of Park Avenue between found monumentation as shown.

SARTIN & ASSOCIATES, INC.
Registered Professional Land Surveyors
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843
phone (903)892-8003 - fax (903)868-2970

SURVEY FOR: BARTON CAPITAL, LTD.

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property shown hereon was made on the ground on the 22 nd day of May, 2006 of the following described property:

Lots ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), and EIGHT (8) in Block THIRTY ONE (31) of the RE-PLAT OF BLOCKS FOUR, FIVE, SIX, FIFTEEN, SIXTEEN, SEVENTEEN, TWENTY-NINE, THIRTY, THIRTY-ONE, FORTY, and FORTY-ONE of SOUTH SIDE ADDITION to the City of Sherman, Texas as shown by plat of record in Volume 363, Page 101, Deed Records, Grayson County, Texas.

That this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adoxted by the Texas Board of Professional Land Surveying, and is subject to all easements of record or as shown on recorded plat that may affect said property.

THIS SURVEY PLAT WAS PREPARED FROM A SURVEY PERFORMED ON THE DATE SHOWN HEREON FOR THE CLIENT NAMED HEREINABOVE AND FOR THE TRANSACTION TAKING PLACE AT THE TIME OF THIS SURVEY. THIS SURVEY PLAT IS NOT TO BE USED IN CONNECTION WITH ANY FUTURE TRANSACTIONS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE UNDERSIGNED SURVEYOR AND THE UNDERSIGNED SURVEYOR ACCEPTS NO LIABILITY FOR ANY FUTURE UNAUTHORIZED USE OF THIS SURVEY PLAT.

Marshall Sartin
R.P.L.S. # 3694

1-8STH-2.PCS

dlagrone H:\ENGINEERING\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

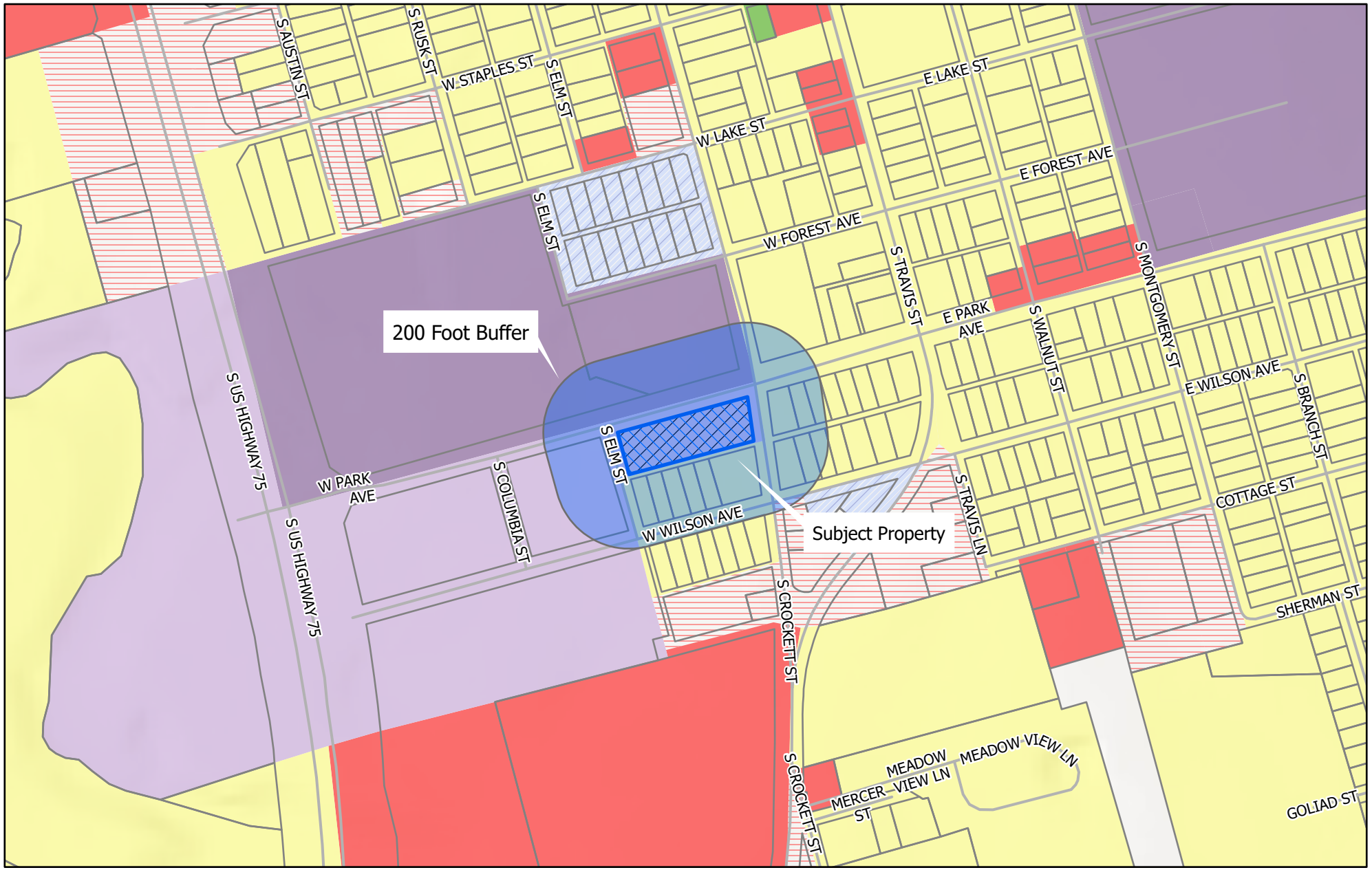
City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(200 Block W Park Ave)

N
W E
S

Date: 3/28/2022 11:13 AM

Scale: 1:4,800



dlagrone H:\ENGINEERING\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- 200 Foot Buffer
- Subject Locations
- Parcels

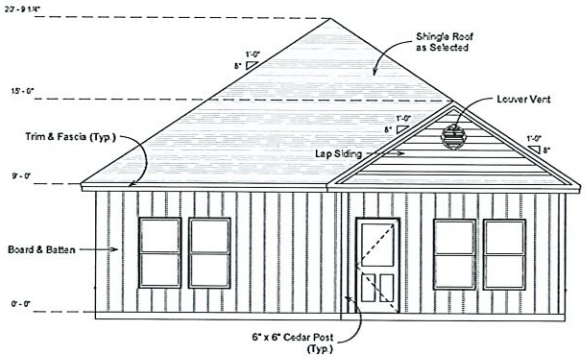
CITY OF SHERMAN
Zoning Location Map
(200 Block W Park Ave)

N
W E
S

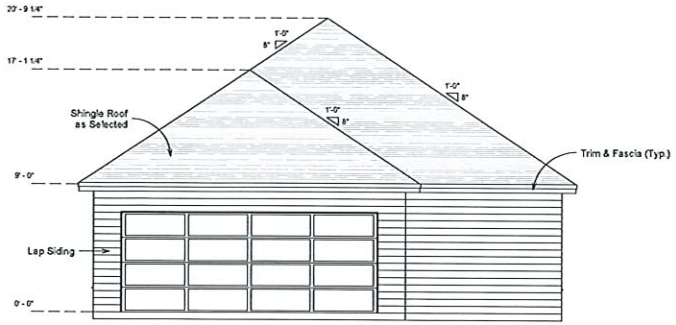
Scale: 1:4,800

Date: 3/28/2022 4:03 PM

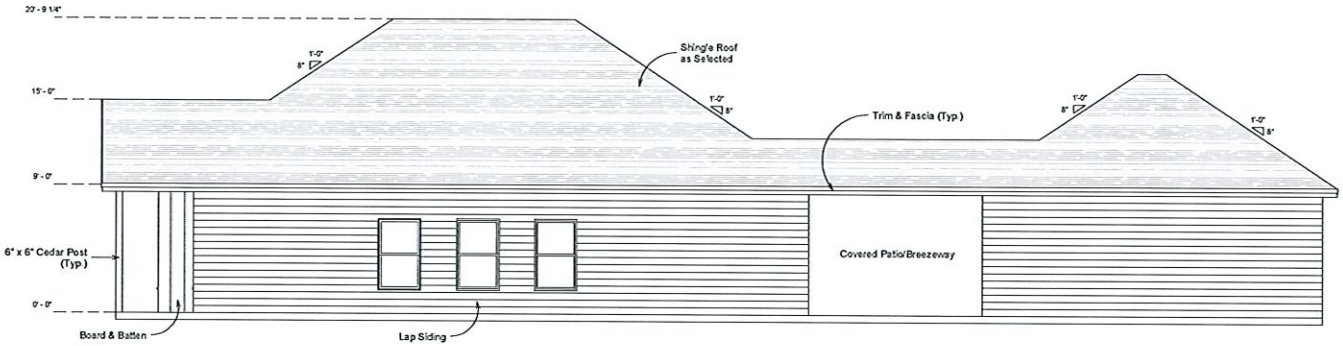
200 BLOCK WEST PARK AVENUE



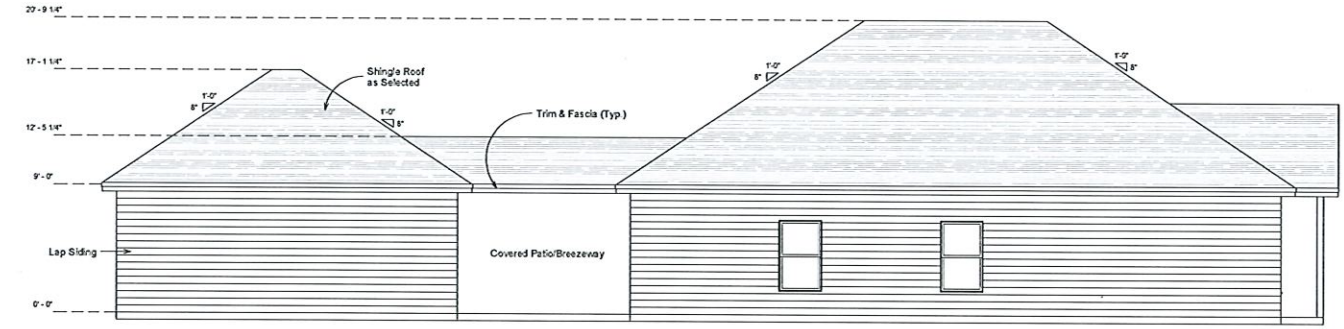
Front Elevation



Rear Elevation



Right Elevation



Left Elevation

INCOMPLETE PLANS
NOT FOR CONSTRUCTION - FOR REVIEW ONLY

Elevation Views
A5
Project number: Construction
Date: 03/09/22
Drawn by: JCG
Checked by: JCG
Scale: 1/4" = 1'-0"

Project Address:
TBD Park Ave.
Sherman, TX 75090

115 Crow Rd.
Sherman, Texas 75092
903-647-6051
blackmillingmilldesign@gmail.com

Window Schedule						
Count	Type	Width	Height	Sill Height	Head Height	Type Mark
9	36" x 60" SH	3' - 0"	5' - 0"	1' - 8"	6' - 8"	135

Door Schedule				
Count	Type	Width	Height	Type Mark
1	(2)-2-0 x 6-8 Door-Interior-Double	4' - 0"	6' - 8"	122
1	18' x 7' Garage Door	18' - 0"	7' - 0"	21
3	Door-Exterior-Single -36" x 80"	3' - 0"	6' - 8"	42
1	Door-Interior-Single - 24" x 80"	2' - 0"	6' - 8"	108
3	Door-Interior-Single - 30" x 80"	2' - 6"	6' - 8"	43
3	Door-Interior-Single - 32" x 80"	2' - 8"	6' - 8"	111
1	Door-Interior-Single - 36" x 80"	3' - 0"	6' - 8"	120
1	Door-Interior-Single-Pocket - 28" x 80"	2' - 4"	6' - 8"	109
1	Door-Interior-Single-Pocket - 32" x 80"	2' - 8"	6' - 8"	134

GENERAL FRAMING NOTES:

1. 2 x 4 interior wood walls (except those with plumbing).
2. 2 x 6 exterior wood walls, 16" O.C.
3. 2 x 6 interior wood walls that have plumbing.
4. Cabinetry dimensions to be verified before manufacturing.
5. 16' sill plates.
6. 9' ceilings throughout, unless otherwise noted.

GENERAL EXTERIOR NOTES:

1. 30 year onyx shingles.
2. Board/Batten & Lap Siding (SmartSide).

GENERAL INSULATION NOTES:

1. R-19 in walls (batts).
2. R-38 blown in attic.

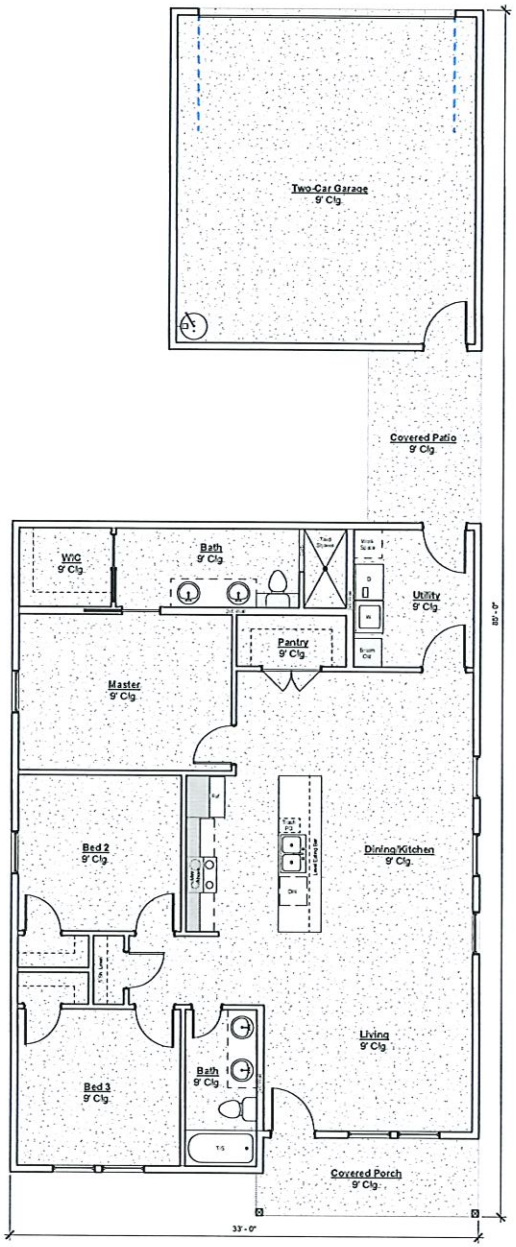
GENERAL WINDOW NOTES:

1. Low-E U-Factor .35 SHGC .22
2. Window color & grid pattern to be determined by owner.

GENERAL ROOFING NOTES:

1. 1' overhang, unless otherwise noted.

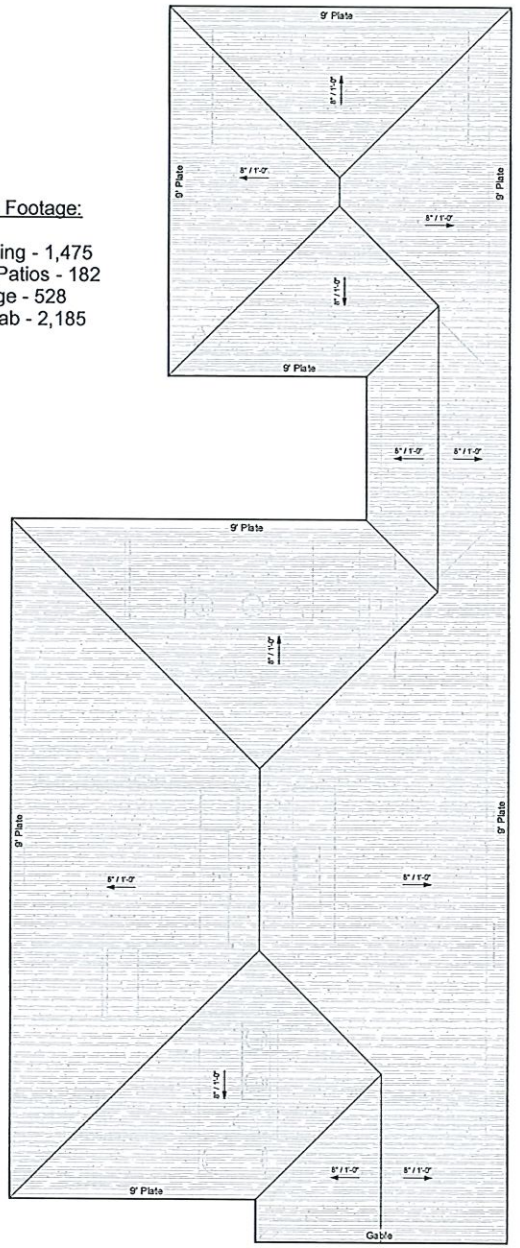
INCOMPLETE PLANS
NOT FOR CONSTRUCTION - FOR REVIEW ONLY



Floor Plan

Square Footage:

Total Living - 1,475
Porches/Patios - 182
Garage - 528
Total Slab - 2,185



Roof Plan

Floor & Roof Plans
A3
Project Number: Cook Addition
Date: 02/10/22
Drawn by: JCG
Checked by: JCG
Scale: 1/4" = 1'-0"

Project Address:
TBD Park Ave.
Sherman, TX 75090

115 Crow Rd.
Sherman, Texas 75092
903-647-6051
slasdrafting anddesign@gmail.com

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services

STAFF REVIEW LETTER

April 12, 2022

Barton Capital LTD
715 S Sam Rayburn Fwy
PO Box 1846
Sherman, TX 75090

Helvey-Wagner Surveying
222 W Main
Denison, TX 75020

Jacob Craft
1817 Bonner St
McKinney, TX 75069

Dear Applicants,

The request for a zone change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to an R-1 (One-Family Residential) District located in the 200 block West Park Avenue has been scheduled to be heard by the Planning and Zoning Commission on Tuesday, April 19, 2022 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. Compliance with applicable City ordinances, regulations, standards and rules and other laws, as they exist or may be amended, including but not limited to the City's General Zoning Ordinance, Ordinance No. 2280, the regulations applicable to the R-1 (One-Family Residential) District, the Fence Ordinance, and the Residential Tree and Landscaping Ordinance. (*Chapter 14, Exhibit A, Sec. 6.3; Sec. 7(13) and Sec. 17)*
2. Fire access, lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'. *(Chapter 14, Exhibit A, Section 6.3 & Section 7, Subsection 10(b))*
4. Driveways and parking are permitted on paved surfaces only (concrete or asphalt). *(Chapter 14, Exhibit A, Section 7, Subsection 10(h))*
5. All required off-street parking shall be on private property and shall not encroach into the right-of-way. *(Chapter 14, Exhibit A, Section 7, Subsection 10(b))*
6. Impact fees will be required if the property was not platted before June 7, 2021 *(Chapter 13, Article. 13.11)*
7. The approval of a Site Plan shall be effective for a period of two (2) years from the date of approval, at the end of which time the Site Plan shall expire unless the applicant demonstrates to the Director of Development Services that progress has been made toward completion of the project for which the Site Plan was approved.
8. Any changes made to the site plan prior to the final fulfillment of the conditions of the staff review letter must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

Engineering:

9. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *(Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,

Rob Rae
Acting Secretary, Planning and Zoning Commission and Board of Adjustments

cc: Robby Hefton, City Manager
Amber Doan, Engineering Coordinator
Christopher Armstrong, Asst. City Engineer
Clint Philpott, Asst. City Manager
Tom Pruitt, Utility Engineer

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 29.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

200 BLOCK WEST PARK AVENUE

The request of Barton Capital LTD (Owner), Jacob Craft (Representative) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property in the 200 block West Park Avenue, being Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 31 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40, and 41 of South Side Addition, as follows:

Planning and Zoning Commission

Zone change approval under Ordinance No. 2280, Section 12, from an M-1 (Light Manufacturing) District to an R-1 (One-Family Residential) District.

Background:

The property is located in the 200 block West Park Avenue between South Elm and South Crockett Streets. The owner is requesting a zone change from an M-1 (Light Manufacturing) District to an R-1 (One-Family Residential) District for residential development of eight (8) single family homes.

Adjacent Zoning:

R-1 (One-Family Residential) District
M-1 (Light Manufacturing)District
M-2 (Heavy Manufacturing) District

Origination:

Barton Capital LTD (Owner)
Jacob Craft (Representative)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

26

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Survey
Floor Plan/Roof Plan
Elevations
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **D. 11.**

Meeting Date: 05/16/2022

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers 6478, 6479, 6480, 6481, 6482, 6483, 6484, 6485, 6486 & 6487.

Issue:

D. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6478**

Extending the Corporate Limits of the Said City so as to Annex an Area of Land Consisting of Approximately 118.87 acres Generally Located South of FM 1417 and Between the Burlington Northern Santa Fe Railroad and Luella Road, Adjacent to the Sherman City Limits and in the City of Sherman's Extraterritorial Jurisdiction, on Application of the Landowners; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and Sherman's General Zoning Ordinance, Ordinance No. 2280; Providing a Savings/Repealing Clause, Severability Clause and an Effective Date; and Providing for the Publication of the Caption Hereof

D. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6479**

Amending Ordinance No. 6395 and Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant an Amendment to a Specific Use Permit to Allow an Educational Facility/Preschool in a C-1 (Retail Business) District at 106B North Sunset Boulevard, being Lot 3, Block 1, Second Replat Part of Block 2, Westwood Village, (Owner’s Manual for Life, MasterKey Education Facility, Owner; and Jarrod Parman, Bluestone Partners, LLC, Representative); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6480**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Communication Tower in the Blalock Industrial Park at 2600 West Travis Street, being 10 acres in the Elizabeth Jones Survey, Abstract No. 625 (City of Sherman, Owner; Christopher Pickering, Representative; Forrest Unterbrink, Enertech, Graduate Engineer; Nathan Ross, Valmont Structures, Professional Engineer; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6481**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-2 (Multi-Family Residential) District located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.123 acres in the John Chronister Survey, Abstract No. 248 (Jamestown Square, LLC, Owner; Cope Equities, Developer; Kimley-Horn and Associates, Engineer/Surveyor; DBA Architects, Architects; Caleb Jones, Representative; and Underwood Drafting and Surveying, Surveyors); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

D. 5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6482**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 6000-6400 Blocks of South U.S. Highway 75 and the 100-200 Blocks of Akers Road, being 20.392 acres in the John Chronister Survey, Abstract No. 248 (Jamestown Square, LLC, Owner; Cope Equities, Developer; Kimley-Horn and Associates, Engineer/Surveyor; DBA Architects, Architects; Caleb Jones, Representative; and Underwood Drafting and Surveying, Surveyors; Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6483**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow a Meeting Hall (Event Center) in a C-2 (General Commercial) District at 5116 Texoma Parkway, being 0.722 acres and being part of D.C. Shelp Survey, Abstract No.1097 (Ruben Alvarez, Zula Investments, LLC, Owner; Kent Hughlett , Representative/Architect; and Underwood Drafting & Surveying, Inc., Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 7. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6484**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow an Automobile Repair Shop in a C-2 (General Commercial) District at 3908 Texoma Parkway, being 0.648 acres and 1.279 acres in the Samuel McGlothlin Survey, Abstract No. 811 and the Hillard Jennings Survey, Abstract No. 639 (MLJ Real Estate, LP, Owner; Shane Marquez, XFactor Cars, Tenant; and Underwood Drafting and Surveying, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 8. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6485**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 200-600 Blocks Luella Road, being 96.173 acres in the Sharrod Dunman Survey, Abstract Number 329 (HMI-Sherman 2 LLC, Owner; Kimley-Horn and Associates, Inc., Engineer; and Walker, Warren, and Jordan Surveying and Mapping, Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

D. 9. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6486**

Amending Section 8, Subsection (5)(A), Ordinance No. 2280, So As to Grant a Specific Use Permit to Allow 441 Patio Homes in an R-1 (One-Family Residential) District in the 200-600 Blocks Luella Road, being 96.173 Acres in the Sharrod Dunman Survey, Abstract Number 329 (HMI-Sherman 2 LLC, Owner; Kimley-Horn and Associates, Inc., Engineer; and Walker, Warren, and Jordan Surveying and Mapping, Surveyor); Providing That This Specific Use Permit Shall Be Granted Subject to Certain Conditions; Providing A Penalty Not to Exceed $2,000.00

D. 10. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6487**

Amending Section 12, Ordinance No. 2280, so as to Include Certain Property within the R-1 (One-Family Residential) District located in the 200 Block West Park Avenue, being Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 31 of the Replat of Blocks 4, 5, 6, 15, 16, 17, 29, 30, 31, 40, and 41 of South Side Addition (Barton Capital LTD, Owner; Jacob Craft, Representative; and Helvey-Wagner Surveying, Inc., Surveyor); Providing for a Penalty not to Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause and an Effective Date

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 1.**

Meeting Date: 05/16/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6888

Authorizing Execution of The Commercial Master Development Agreement Between the City of Sherman and Sparks Shepard Ventures, LLC., for the Construction of Public Facilities in the Commercial Portion of the Mixed-Use Planned Development Known as Shepherd's Place, Being an Approximate 140.550-Acres located on the Southwest Corner of Shepherd Drive and U.S. Highway 75 in the City of Sherman, Texas

Issue:

Master Development Agreement Between the City of Sherman and Sparks Shepard Ventures LLC, for the Construction of Public Facilities in the Commercial Portion of the Mixed-Use Planned Development Known as Shepherd's Place, Being an Approximate 140.550-Acres located on the Southwest Corner of Shepherd Drive and U.S. Highway 75.

Background:

In July 2021 (Ordinance No. 6400), the City Council approved to rezone the property generally located in the 100-200 blocks of West Shepherd Drive, the southwest corner of Shepherd Drive and U.S. Highway 75, as a Planned Development District. The ultimate Planned Development is expected to offer a future mix of commercial, retail, office, entertainment, and residential opportunities complimented with areas set aside as parks, waterways and open space amenities.This MDA covers only the non-single-family portion of the development, located on the southwest corner of Shepherd Drive and U.S. Highway 75. The other portions of the PD are covered by a separate single-family residential MDA.

This MDA lines out the responsibilities of the City and Sparks Shepard Ventures LLC in constructing infrastructure and other public improvements as part of the Shepherd's Place development. Under this Commercial MDA, the City is responsible for constructing certain major infrastructure (the extension of the City's existing twenty-four inch (24") sewer line that currently ends at the Finisar complex; the extension and upsizing of the City's existing water line along Shepherd Road; and Shepherd Road improvements) while Spark Shepard Ventures LLC will be responsible for constructing all other public infrastructure. Also, this agreement calls for the City to use reasonable effort to negotiate in the future for the City's participation in the drainage structures/greenspace.

As part of this agreement, the City will be required to establish a separate Tax Increment Reinvestment Zone (TIRZ) to service this portion of the project. The City will commit 40% of the incremental Maintenance and Operation (M&O) portion of the property tax rate, and will work with the County on their approval to allocate 40% of the County's General Fund tax rate. These proceeds will be used to fund the construction of the City's portion of various public improvements such as roads, utility infrastructure, lighting, drainage, etc. as well as developer improvements throughout the development. Non-City infrastructure improvements will be reimbursed through reimbursements to the developer over the term of the TIRZ.

As part of this MDA, Shepherd's Place is expected to create various commercial, retail, office, and entertainment components. In all, this commercial/retail portion of the development is expected to generate up to $200M in taxable property values, in addition to creating sales tax-generating businesses as well. The ultimate financial impact of this growth will be summarized in the Project and Financing Plan of the new TIRZ that will be created in the near future.

Origination:

City Manager Robby Hefton

Financial Consideration:

Over the 25-year project time horizon, total incremental property tax revenues to the City from this portion of the development are expected to be up to $25 million. As part of this MDA, the City will pledge 40% of the incremental M&O tax revenue generated from this portion of the project as reimbursement for public infrastructure constructed by the developer. This incremental revenue sharing equates to about 1/4 of the total additional property tax revenues generated from this project, or up to $6 million to $7 million. The projected cost to the City for infrastructure is estimated to be at least $3.8 million. Final costs for the City's portion of required infrastructure improvements will be determined as engineering is completed on these projects.

The retail/restaurant portion of this project would also generate additional estimated sales tax revenues of $12 million to $15 million over the 25-year time horizon. Finally, the total impact fees generated on all aspects of this project are estimated at $2 million to $3 million.

Staff Recommendation:

Staff recommends approval and acceptance of the Master Development Agreement with Sparks Shepard Ventures LLC.

Alternatives:

As directed by City Council

Attachments

Resolution No. 6888
Development Agreement
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Aerial Location Map

RESOLUTION NO. 6888

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF THE COMMERCIAL MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SPARKS SHEPARD VENTURES, LLC. FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE COMMERCIAL PORTION OF THE MIXED-USE PLANNED DEVELOPMENT KNOWN AS SHEPHERD'S PLACE, BEING AN APPROXIMATE 140.550-ACRE DEVELOPMENT LOCATED ON THE SOUTHWEST CORNER OF SHEPHERD DRIVE AND U.S. HIGHWAY 75 IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Commercial Master Development Agreement with Heritage Ranch Land Holdings, Ltd. for the construction of public facilities in the commercial portion of the mixed-used Planned Development known as Shepherd's Place, being an approximate 140.550 acre development located on the Southwest Corner of Shepherd Drive and U.S. Highway 75 in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

ATTEST: **BY:** _____
DAVID PLYLER, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHEPHERD'S PLACE
MASTER DEVELOPMENT AGREEMENT

This Shepherd's Place Master Development Agreement (this "Agreement") is entered into by and between **Sparks Shepard Ventures LLC**, a Texas limited liability company (the "Developer"), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the "City," and collectively with the Developer, the "Parties"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

ARTICLE I
RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the Developer is the current owner of approximately 140.550 acres of real property, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is located wholly within the limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, the City Council zoned the Property as a Planned Development pursuant to City Ordinance No. 6400, adopted by the City Council on July 19, 2021 (the "PD"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with City Regulations and other terms and conditions set forth in this Agreement; and

WHEREAS, the Developer is developing the Property at its sole cost and expense as a commercial and mixed-use development in phases consistent with the City Regulations and terms and conditions of this Agreement, which such development will include, without limitation, the Developer's design, construction, installation and development of all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property (collectively, the "Developer Infrastructure"); and

WHEREAS, in consideration for Developer's agreements contained herein, the City will design, construct, install and develop at its sole cost and expense certain infrastructure improvements on the Property in phases consistent with the City Regulations and terms and conditions of this Agreement, which will include, without limitation, the following (collectively, the "City Infrastructure"): (i) certain off-site improvements that will be located outside of the Property, which will include (a) the extension of the City's existing twenty four inch (24") sewer line that currently ends at the Finisar complex (the "Sewer Line Extension"), (b) the extension and upsizing of the City's existing water line along Shepherd Road (the "Shepherd Road Water Line Extension"), (c) the improvement of Shepherd Road, and (d) the water improvements ultimately necessary to serve the Property; and

WHEREAS, the improvements set forth on **Exhibit C** attached hereto and incorporated herein for all purposes, consist of the Developer Infrastructure and the City Infrastructure, and include on-site and off-site public improvements and infrastructure that are designated to serve the development of the Property and are considered public infrastructure (the "Public Infrastructure"); and

WHEREAS, upon Developer's completion and construction of any Public Infrastructure, Developer will dedicate such Public Infrastructure to the City for use and maintenance, subject to the City's final review and approval of the same as set forth in this Agreement; and

WHEREAS, Developer and City will design, construct and install their respective Public Infrastructure in multiple phases of development as set forth in this Agreement; and

WHEREAS, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and to provide for the construction and funding of the Public Infrastructure, which provide a special benefit to the Property; and

WHEREAS, in consideration of the mutual agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide for the recovery by Developer and the City of (i) certain costs related to qualifying Developer Infrastructure and (ii) certain qualifying costs relating to the City's improvement of Shepherd Road, and at the request of the Developer, the City intends to exercise its powers to create Sherman Tax Increment Reinvestment Zone #[_____] (the "TIRZ"), to be created in accordance with Chapter 311 of the Texas Tax Code, as amended (the "TIF Act"), to allow for the reimbursement of certain hard and soft costs incurred by Developer in constructing and installing the Developer Infrastructure that qualify under the TIF Act and by the City in constructing and installing the improvements to Shepherd Road that qualify under the TIF Act, which each qualifying Developer Infrastructure and the City's improvements to Shepherd Road shall be considered TIRZ Projects as set forth on **Exhibit D** attached hereto and incorporated herein and as updated from time to time by the TIRZ Project and Finance Plan; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all requirements of applicable laws, intends, to the extent it has not prior to the Effective Date, to adopt the TIRZ Project and Finance Plan in accordance with the timeline set forth herein; and

WHEREAS, all of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the TIRZ Documents, the Developer shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases the City's tax base; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, the City's intent to create and utilize the TIRZ to reimburse the Developer for the costs of the Developer Infrastructure and the City for the costs of the improvements to Shepherd Road qualifying under the TIF Act, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II
DEFINITIONS

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

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the TIRZ including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the TIRZ, (iii) computing, levying, collecting and transmitting the tax and increment thereof, (iv) maintaining the record of the TIRZ, (v) investing or depositing or other monies, as applicable, and (vi) complying with the TIF Act.

Administrator means an employee or designee of the City who shall have the responsibilities provided in the TIRZ Documents or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the TIRZ.

City Council means the city council of the City.

City Increment means forty percent (40%) of the City Maintenance and Operation (M&O) ad valorem tax actually collected from the Property.

City Infrastructure means certain on-site improvements and off-site improvements that will be located away from the Property, including, but not limited to, the Sewer Line Extension, the Shepherd Road Water Line Extension, improvements to Shepherd Road, the water improvements ultimately necessary to serve the Property, and any other infrastructure cost borne by the City for future projects within the TIRZ boundaries.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future, which shall include, without limitation, the PD.

County means Grayson County, Texas.

County Increment means forty percent (40%) of the County's General fund ad valorem tax actually collected from the TIRZ property.

Developer Infrastructure means all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

Eminent Domain Fees means all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees paid or incurred by the City in the exercise of its eminent domain powers.

End-Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

FEMA means the Federal Emergency Management Agency.

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

LOMR/LOMR-F means a Letter of Map Revision or Letter of Map Revision based on Fill.

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

Off-Site Improvements means certain off-site improvements that will be located outside of the Property, which will include off-site sewer expansion.

Owners' Association means each of the owners' associations that the Developer will create throughout the Property as set forth in this Agreement.

PD means the Planned Development zoned by the City for the Property pursuant to City Ordinance No. 6400, adopted by the City Council on July 19, 2021.

Project Cost(s) means those costs incurred by the Developer in the construction and development of the TIRZ Projects that are eligible for reimbursement from the TIRZ in accordance with the TIF Act and the TIRZ Project and Finance Plan as amended from time to time.

Property means the approximately 140.550 acres of real property, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means the Developer Infrastructure and the City Infrastructure, including on-site and off-site public improvements and infrastructure that is designated to serve the development of the Property more is particularly described in **Exhibit C**.

Sewer Line Extension means the extension of the City's existing twenty four inch (24") sewer line that currently ends at the Finisar complex.

Shepherd Road Water Line Extension means the extension and upsizing of the City's existing water line along Shepherd Road.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ means the Sherman Tax Increment Reinvestment Zone #[_____].

TIRZ Documents means the amended TIRZ Project and Finance Plan, the TIRZ Ordinance, and this Agreement.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the City Ordinance to be adopted by the City Council to create the TIRZ in accordance with this Agreement, along with any subsequent ordinances effectuating amendments thereto.

TIRZ Project(s) means the Developer Infrastructure and the City's improvements to Shepherd Road set forth in **Exhibit D** attached hereto and incorporated herein for all purposes and the TIRZ Project and Finance Plan, which Project Costs associated with said TIRZ Projects shall qualify for reimbursement from the TIRZ to the extent permissible under the TIF Act.

TIRZ Project and Finance Plan means the Project Plan and Finance Plan for the TIRZ, as amended from time to time.

TIRZ Term means the date of formation of the TIRZ until the termination or expiration of this Agreement in accordance with ARTICLE IX herein.

ARTICLE III
CONSTRUCTION OF PUBLIC INFRASTRUCTURE AND TIRZ PROJECTS

3.1 Construction of Public Infrastructure. The Developer and the City will design, construct, install and develop the Public Infrastructure in the manner set forth herein.

(a) Developer Infrastructure. The Developer will be responsible for completing construction of the Developer Infrastructure in accordance with the Developer's construction schedule.

(b) Sewer Line Extension. The City agrees to design, obtain necessary easements, and be ready to commence construction of, at the sole cost and expense of the

City, the Sewer Line Extension within twelve (12) months of the Effective Date of this Agreement.

(c) Shepherd Road Water Line Extension. The City agrees to design, obtain necessary easements, and be ready to commence construction of, at the sole cost and expense of the City, the Shepherd Road Water Line Extension within twelve (12) months of the Effective Date of this Agreement. All on-site water line easements needed for Shepherd Road Water Line extension shall be dedicated and donated by Developer prior to construction of water line.

(d) Ultimate Water Improvements. The City agrees to provide necessary water infrastructure, sized sufficiently to provide continuous and adequate service to the Property in quantities and pressure needed for the development, including that which is necessary for fire flows, as demand for said water supply is created within the Property.

(e) Shepherd Road. The City agrees to construct, at the sole cost and expense of the City, the major thoroughfare known as Shepherd Road, as shown on **Exhibit B**. The City shall construct Shepherd Road according to the recommendations and timeline provided by the approved Traffic Impact Analysis, including a minimum of two (2) lanes from US 75 to the western most platted lot, located directly west of the Arterial 'A' and Shepherd Road intersection, as shown on **Exhibit B**. All on-site Right of Way needed for Shepherd Road expansion shall be dedicated and donated by Developer prior to construction of roadway.

3.2 TIRZ Projects. As set forth above, the Developer Infrastructure and the City's improvements to Shepherd Road set forth in **Exhibit D** attached hereto qualify as TIRZ Projects, and the Project Costs associated with said TIRZ Projects are eligible for reimbursement from the TIRZ. The Project Costs and the timetable for installation of the TIRZ Projects will be reviewed annually by the Parties, and any updates to the TIRZ Projects will be included in an amended TIRZ Project and Finance Plan to be adopted and approved by the City. Upon the adoption of the TIRZ Project and Finance Plan, and upon the adoption of any amendment thereto, the TIRZ Project and Finance Plan, as amended, shall replace **Exhibit D** attached hereto, and said TIRZ Project and Finance Plan shall be incorporated into this Agreement for all purposes.

3.3 Construction of the Infrastructure and Ownership of the Public Infrastructure.

(a) Construction Plans. During each phase of the development of the Property, the Developer shall prepare, or cause to be prepared, plans and specifications for the Developer Infrastructure included in such phase and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) business days from its acknowledged receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its acknowledged receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable City Regulations. Moreover, Developer shall

submit final plat(s) for the Property to the City for its review, which such submittal process shall remain subject to the same timelines set forth above. Final plat(s) for the Property, each of which are required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Developer Infrastructure to be located on such platted portion of the Property. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

(b) Construction Standards and Inspection. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Final Acceptance and Ownership. All of the Public Infrastructure shall be owned by the City upon final acceptance of the same by the City using procedures established by City Regulations. The City agrees that final acceptance of the Public Infrastructure shall occur upon the completion of the installation of such Public Infrastructure. Notwithstanding the foregoing, the City agrees that final acceptance of the water, sewer, roadway or storm water Public Infrastructure may be issued prior to the installation of the Franchise Utilities. The City further agrees that any landscape and/or hardscape improvements anticipated for the development are not required to be completed at the time of final acceptance of the Public Infrastructure. Final acceptance of the Public Infrastructure shall not be subject to the Federal Emergency Management Agency's ("FEMA") approval of a Letter of Map Revision or Letter of Map Revision based on Fill ("LOMR/LOMR-F"), or similar processes. Instead, final acceptance of the Public Infrastructure shall be contingent on the City's approval of the LOMR/LOMR-F, or similar processes. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for the Public Infrastructure to the City and the public.

(d) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to approval by the City and shall be in accordance with the City Regulations. The City hereby agrees that all plats may be filed after all infrastructure is in service. If requested by the Developer in writing prior to the expiration date of a preliminary plat, any City-approved preliminary plat or construction plans shall be automatically extended one time for a period of one year. Upon the Developer's request, the City shall provide the Developer written confirmation of such one year extension. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, employees, officers or agents for the accuracy and competency of its design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations.

3.4 Operation and Maintenance of Public Infrastructure.

(a) Upon inspection, approval, and acceptance of part or all of the water or sewer Public Infrastructure, the City shall maintain and operate the accepted water and sewer infrastructure and provide water and/or sewer service to the Property served by the accepted water and/or sewer infrastructure pursuant to the City Regulations.

(b) Upon inspection, approval, and acceptance of part or all of the roadway or storm water Public Infrastructure, the City shall maintain and operate the accepted roadways and storm water infrastructure pursuant to the City Regulations.

(c) The Developer will construct and each respective Owners' Association shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements, appurtenances or Amenities not maintained and operated by the City.

3.5 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within sixty (60) days of commencing efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

ARTICLE IV
TIRZ

4.1 Tax Increment Reinvestment Zone. Within six (6) months of the Effective Date, the City will take such lawful steps as are necessary to create the TIRZ. The boundary of the TIRZ will include the entirety of the Property. The TIRZ shall exist from the date of formation until the termination or expiration of this Agreement in accordance with ARTICLE IX herein (the "TIRZ Term"). During the Term of this Agreement and the TIRZ Term, the City shall dedicate to the TIRZ an increment equal to forty percent (40%) of the City Maintenance and Operation (M&O) ad valorem tax actually collected from the Property (collectively, the "City Increment"), and the base tax year shall be 2022. The City will use commercially reasonable efforts to obtain the County's participation in the TIRZ in an amount equal to forty percent (40%) of the County's General fund ad valorem tax actually collected from the TIRZ property (the "County Increment") with a base year of 2022; provided, however, Developer and the City both acknowledge and agree that the County's participation in the TIRZ is may vary, and there is no assurance that the County will participate in the TIRZ at all, let alone at the level of the County Increment. The City shall prepare the preliminary TIRZ Project and Finance Plan which will provide a general description of the TIRZ Projects and estimated Project Costs of the TIRZ Projects, an estimate of ad valorem taxes to be generated by development within the TIRZ, and the estimated increment to be generated by TIRZ over the TIRZ Term. On or before thirty (30) days after receipt and approval by the City and the Developer of final plans and costs for the construction of the TIRZ Projects, the City and the TIRZ shall cause a final TIRZ Project and Finance Plan to be prepared and approved with a detailed description of the scope of the TIRZ Projects, the estimated Project Costs, and the timing of payment for the costs of the TIRZ Projects. The TIRZ, acting through its Board of Directors, and the Developer shall negotiate and enter into an agreement for reimbursement to the Developer for Project Costs consistent with the terms and conditions of this Agreement.

4.2 TIRZ Priority. Payouts of the moneys in the TIRZ Fund are contingent upon the City adopting a final TIRZ Project and Finance Plan for the TIRZ consistent with the terms and conditions of this Agreement. Upon the adoption of a final TIRZ Project and Finance Plan, the moneys in the TIRZ Fund shall be paid in the following priority on an annual basis: (i) to the City in an amount equal to the Administrative Expenses incurred operating the TIRZ; (ii) to the County in an amount equal to its Administrative Expenses incurred operating the TIRZ, but only to the extent that the County participates in the TIRZ whatsoever; (iii) to the City to make debt service payments on bonds issued by the City to fund City Infrastructure ; (iv) to reimburse Developer for its Project Costs actually incurred in designing, constructing, installing and developing the TIRZ Projects; and (iv) to pay Developer an economic development grant with any remaining increment contributed to the TIRZ Fund. All of the City's and the County's Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and neither the City nor the County will be responsible for payment of such costs.

4.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the Property based on the participation levels set forth in Section 4.1 above shall be placed into the TIRZ Fund, a separate fund which has been created by the City.

ARTICLE V

FORMATION OF OWNERS' ASSOCIATION

The Developer will create an Owners' Association for within the Property, which shall be required to levy and collect from each End-Buyer annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls and all other improvements for which the Owners' Association is responsible for maintaining within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, shall be maintained solely by the Owners' Associations. To the extent applicable, maintenance of public rights-of-way by the Owners' Association shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate with each other to execute documents necessary to give the Owners' Association permission to maintain and operate facilities on City-owned property as necessary.

ARTICLE VI
INSPECTION AND PERMITTING

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all Developer Infrastructure, structures, and any infrastructure improvements necessary to support the proposed development within the Property, including, without limitation, water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Developer Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy, or City utility services as to a phase of the development unless and until the Developer has fully met its obligations to provide for the required Developer Infrastructure necessary to such phase according to the approved engineering plans and City Regulations, and until such Developer Infrastructure has been dedicated to and accepted by the City; provided, however, that the city may issue residential building permits for model homes after substantial completion, but before final acceptance, of such Developer Infrastructure. The City shall not issue any certificates of occupancy on the model homes until final acceptance of the Developer Infrastructure. Acceptance by the City shall not be unreasonably withheld.

If the City finds that such Developer Infrastructure has been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the Developer Infrastructure whereupon ownership of such Developer Infrastructure shall be transferred to the City and be operated and maintained by the City at its sole expense after the expiration of the required two (2) year maintenance bond. The requirement for acceptance does not apply to landscaping improvements and other improvements that will be maintained by the Owners' Association.

ARTICLE VII
DEVELOPMENT

7.1 Full Compliance with City Standards. Development of the Property shall be subject to the City Regulations in effect at the time of the City's approval of the final plat and preliminary construction drawings for any given phase of the development, except to the extent that the PD may vary from those terms, then the PD controls. In consideration of the foregoing, in the construction, renovation, maintenance and alteration of any existing or future building on the Property, the Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the City Regulations, including without limitation, the PD, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement, and the City Regulations in the construction, renovation, maintenance and alteration of any existing or future building on the Property. The Parties hereby agree that the City's Director of Planning or the City's Engineer shall have the ability to approve variances to the City Regulations, with discretion and without the approval of the City Council, to aid in the advancement of the development.

7.2 Replat. The Parties acknowledge that the Property will be developed in phases. The Developer may submit a replat for all or any portion of the Property throughout the development of the Property. Approval of the replat shall be governed by the City Regulations and state law.

7.3 Zoning of Property. Currently, the Property is zoned in accordance with the PD. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by the PD and this Agreement.

7.4 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE VIII
DEVELOPMENT PROCESS AND CHARGES

8.1 Development, Review and Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting, zoning requests, and any other charges and fees not expressly exempted or altered by the terms of this Agreement. This Agreement does not waive any of the City's right to: (i) assess or collect roadway, water, and wastewater Impact Fees in compliance with Chapter 395 of the Texas Local Government Code; or (ii) assess or collect inspection fees and charges relating to the development of the Property. The Developer shall continue to be responsible for the foregoing, and nothing contained in this Agreement shall be construed to eliminate or reduce any such obligations that the Developer might incur in connection with developing the Property. Notwithstanding the foregoing, the City hereby waives its right to assess, levy or collect fees for park, recreation, and open space facilities and purposes in connection with the development of the Property, or to require one or more dedications of land for such purposes in lieu of assessing, levying, or collecting such fees for park, recreation, and open space facilities.

8.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulation's in effect at the time the Developer seeks approval of the plans associated with any component of the Public Infrastructure. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City as specified in this Agreement. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

8.3 **INDEMNIFICATION AND HOLD HARMLESS**.

(a) THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN THE DEVELOPER AND THE DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE

DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING THE DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IX
TERM

The term of this Agreement shall be for a period of twenty-five (25) years. If allowed by law, the Parties may extend the term of this Agreement beyond the term set forth above if they execute an agreement in writing.

ARTICLE X
EVENTS OF DEFAULT; REMEDIES

10.1 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 in writing (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 to be determined based on the nature of the alleged failure, but in no event more than 60 days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform, including, but not limited to a force majeure event) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

10.2 Remedies. If a Party remains in default after the applicable cure period as provided in Section 10.1 of this Agreement, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, terminate this Agreement and seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

ARTICLE XI
ASSIGNMENT AND ENCUMBRANCE

11.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer has the right (from time to time upon written consent of the City Council (which consent shall not be unreasonably withheld)) to assign this Agreement, in whole or in part, to any person or entity (an "Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party" under this Agreement for the purposes of the obligations, rights, title, and interest assigned to the Assignee. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

11.2 Encumbrance. 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 the Developer's prior written consent, which consent shall not be unreasonably withheld. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. 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 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, with the consent of the lender, 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.

11.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with Section 13.5 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End-Buyer of a Fully Developed and Improved Lot within the Property, any person or entity upon becoming an owner of land within the TIRZ or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. Subject to the limitations expressed below, this Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End-Buyer of a Fully Developed and Improved Lot; provided, however, that no such conveyance of a Fully Developed and Improved Lot shall release Developer from its obligations hereunder, and each End-Buyer shall remain responsible for payment of Assessments associated with ownership of each End-Buyer's respective Fully Developed and Improved Lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

11.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. 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.

11.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XII
RECORDATION AND ESTOPPEL CERTIFICATES

12.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Grayson County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and

forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

12.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. 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.

13.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Sherman 220 W. Mulberry Street Sherman, TX 75090
With a copy to:	Attn: Robert H. Roeder and Ryan Pittman Abernathy, Roeder, Boyd & Hullett, P.C. 1700 Redbud Blvd., Suite 300 McKinney, Texas 75069
To the Developer:	Attn: Ravi Polishetty Sparks Shepard Ventures LLC 7000 Parkwood Blvd., Suite B400 Frisco, TX 75034

920-309-6667

With a copy to: Attn: Mindy Koehne
14755 Preston Road
Suite 600
Dallas, Texas 75254
972-982-8461

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

13.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

13.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

13.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City 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. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

13.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

13.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) 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.

13.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Grayson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Grayson County District Court.

13.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other 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.

13.10 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.

13.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Metes and Bounds of the Property
Exhibit B	Property Depiction
Exhibit C	Public Infrastructure
Exhibit D	TIRZ Projects

13.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

13.14 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 a Party has actual knowledge of the occurrence of a force majeure event, 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", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrections, rights, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods,

washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care and which the party is proceeding promptly to cure. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

13.15 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with 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.

13.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the Parties expressly amending the terms of this Agreement.

13.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

ARTICLE XIV
ACKNOWLEDGEMENTS AND WAIVERS

14.1 Acknowledgement of the City's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;
(D) NUISANCE; OR
(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR

ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, THE DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) THE DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) THE DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

14.2 Vested Rights/Chapter 245 Waiver. The Parties shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides the City with fair notice of any project of the Developer. **THE DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

14.3 Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS THE DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER HEREBY RELEASES THE CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.**

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____ **CITY OF SHERMAN**

By: _____
David Plyler, Mayor

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2021 by _____ of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER

SPARKS SHEPARD VENTURES LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022 by _____, _____ of Sparks Shepard Ventures LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

[To be provided.]

EXHIBIT B
Property Depiction

[To be provided.

EXHIBIT C
Public Infrastructure

[To be provided.]

EXHIBIT D
TIRZ Projects

[To be provided.]

COMERCIAL PD - TIRZ

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Friar McNeely Survey, Abstract No. 826, , City of Sherman, Grayson County, Texas, the subject tract being part of the following three tracts of land, as described in the Deed to Yongshik Kim and Sae Un Kim recorded in Volume 5657, Page 52 of the Real Properties Records, Grayson County, Texas (RPRGCT), as described in the Deed to Yongshik Kim recorded volume 4436, page 271 (RPRGCT) as described in the Deed to Yongshik Kim recorded volume 4461, page 277 (RPRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the north property line of a tract as described in deed to South 266 LLC, recorded in Doc. No. 2018-23515 (RPRGCT), same corner being the west line of State Highway No. 75, a variable width right-of-way a ½" caped iron rod found;

THENCE N89°49'08"W,1503.17 feet along north property line thereof;

THENCE N0°10'52"E, 174.72 feet leaving the north property line thereof;

THENCE Around a non-tangent curve to the left having a central angle of 6°29'15", a radius of 990.00 feet, a chord of N3°03'46"W-112.04, and an arc distance of 112.10 feet;

THENCE N83°41'20"E, 446.53 feet;

THENCE Around a tangent curve to the right having a central angle of 5°08'49", a radius of 1000.00 feet, a chord of N86°16'10"W-89.80 feet, and an arc distance of 89.83 feet;

THENCE N0°10'50"E, 144.36 feet;

THENCE Around a non-tangent curve to the right having a central angle of 10°02'41", a radius of 500.00 feet, a chord of N5°12'11"E -87.54 feet, and an arc distance of 87.66 feet;

THENCE N10°13'31"E, 241.55 feet;

THENCE Around a tangent curve to the left having a central angle of 45°17'02", a radius of 500.00 feet, a chord of N12°25'00"W -384.97 feet, and an arc distance of 395.18 feet;

THENCE Around a non-tangent curve to the right having a central angle of 24°54'46",a radius of 1200.00 feet, a chord of N87°46'39"E -517.67 feet, and an arc distance of 521.77 feet;

THENCE S79°45'58"E, 62.55 feet;

THENCE N10°14'02"E, 90.53 feet;

THENCE Around a tangent curve to the right having a central angle of 51°44'24", a radius of 300.00 feet, a chord of N15°38'10"W -261.80 feet, and an arc distance of 270.91 feet;

THENCE N41°30'22"W, 541.35 feet;

THENCE Around a non-tangent curve to the left having a central angle of 7°26'48", a radius of 800.00 feet, a chord of S44°46'15"W -103.90 feet, and an arc distance of 103.97 feet;

THENCE N41°02'51"E, 300.15 feet;

THENCE Around a tangent curve to the left having a central angle of 21°38'13", a radius of 600.00 feet, a chord of S30°13'44"W-225.24 feet, and an arc distance of 226.58 feet;

THENCE N57°42'14"W, 484.67 feet;

THENCE Around a tangent curve to the left having a central angle of 60°21'56", a radius of 750.00 feet, a chord of S87°53'12"W-754.14 feet, and an arc distance of 790.18 feet;

THENC S60°44'53"W, 30.96 feet;

THENCE N14°58'54"W, 94.36 feet;

THENCE Around a tangent curve to the left having a central angle of 42°41'21", a radius of 500.00 feet, a chord of S36°19'34"E -363.98 feet, and an arc distance of 372.53 feet;

THENCE N57°40'15"W, 252.32 feet;

THENCE N27°41'41"E, 70.17 feet;

THENCE N57°41'08"W, 893.02 feet;

THENCE N1°03'09"W, 125.85 feet;

THENCE N89°04'55"E, 879.00 feet along the south property line of a tract as described in deed to Texas Instruments, recorded volume 1036, page 247 (RPRGCT) to a MAG nail with flasher found at corner;

THENCE N89°09'37"E, 188.22 feet along the south property line of a tract as described in deed to the City of Sherman, recorded volume 2450, page 274 (RPRGCT) to a MAG nail with flasher found at corner;

THENCE N88°26'24"E, 670.36 feet;

THENCE N88°51'09"E, 211.23 feet along the south property line thereof to a MAG nail with flasher found at corner;

THENCE N88°51'37"E, 308.72 feet along the south property line of a tract as described in deed to MEMC SOUTHWEST ADDITION, recorded volume 11, page 1 (RPRGCT) to a MAG nail with flasher found at corner;

THENCE N89°10'20"E, 740.88 feet along the south property line thereof to a MAG nail with flasher found at corner;

THENCE N89°04'34"E, 374.36 feet along the south property line thereof to a MAG nail with flasher found at corner;

THENCE along the west line of State Highway No. 75, a variable width right-of-way the following:

S10°12'38"W, 89.00 feet to an aluminum monument found;

S29°44'21"E, 78.17 feet to an aluminum monument found;

S10°16'39"W, 210.63 feet;

S4°44'45"W, 1205.47 feet to a brass monument found;

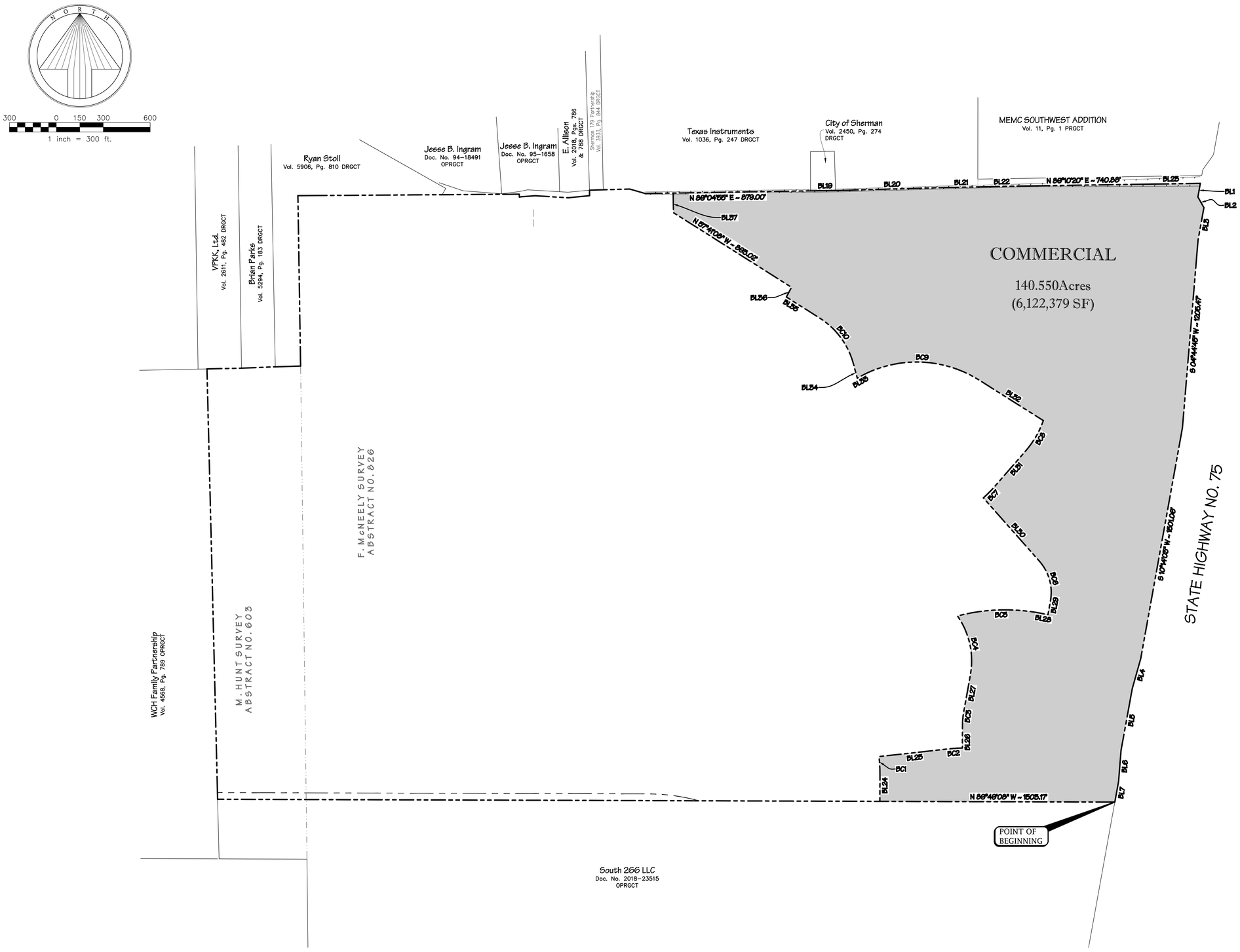
S10°14'03"W, 1501.06 feet;

S15°45'04"W, 200.70 feet;

S10°19'26"W, 400.24 feet;

S4°30'58"W, 201.00 feet;

THENCE S10°13'32"W, 133.90 feet to the POINT OF BEGINNING with the subject tract containing 6,122,379 square feet and 140.550 acres of land.



Curve Table			
Curve #	Length	Radius	Delta
BC1	112.10	990.00	6°29'15"
BC2	89.83	1000.00	5°08'49"
BC3	87.66	500.00	10°02'41"
BC4	395.18	500.00	45°17'02"
BC5	521.77	1200.00	24°54'46"
BC6	270.91	300.00	51°44'24"
BC7	103.97	800.00	7°26'48"
BC8	226.58	600.00	21°38'13"
BC9	790.18	750.00	60°21'56"
BC10	372.53	500.00	42°41'21"

Line Table		
Line #	Bearing	Distance
BL1	S 10°12'38" W	89.00'
BL2	S 29°44'21" E	78.17'
BL3	S 10°16'39" W	210.63'
BL4	S 15°45'04" W	200.70'
BL5	S 10°19'26" W	400.24'
BL6	S 04°30'58" W	201.00'
BL7	S 10°13'32" W	133.90'
BL19	N 89°09'37" E	188.22'
BL20	N 88°26'24" E	670.36'
BL21	N 88°51'09" E	211.23'
BL22	N 88°51'37" E	308.72'
BL23	N 89°04'34" E	374.36'
BL24	N 00°10'52" E	174.72'
BL25	N 83°41'20" E	446.53'
BL26	N 00°10'50" E	144.36'
BL27	N 10°13'31" E	241.55'
BL28	S 79°45'58" E	62.55'
BL29	N 10°14'02" E	90.53'
BL30	N 41°30'22" W	541.35'
BL31	N 41°02'51" E	300.15'

Line Table		
Line #	Bearing	Distance
BL32	N 57°42'14" W	484.67'
BL33	S 60°44'53" W	30.96'
BL34	N 14°58'54" W	94.36'
BL35	N 57°40'15" W	252.32'
BL36	N 27°41'41" E	70.17'
BL37	N 01°03'09" W	125.85'

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

COMMERCIAL PD TIRZ

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

EXHIBIT - B

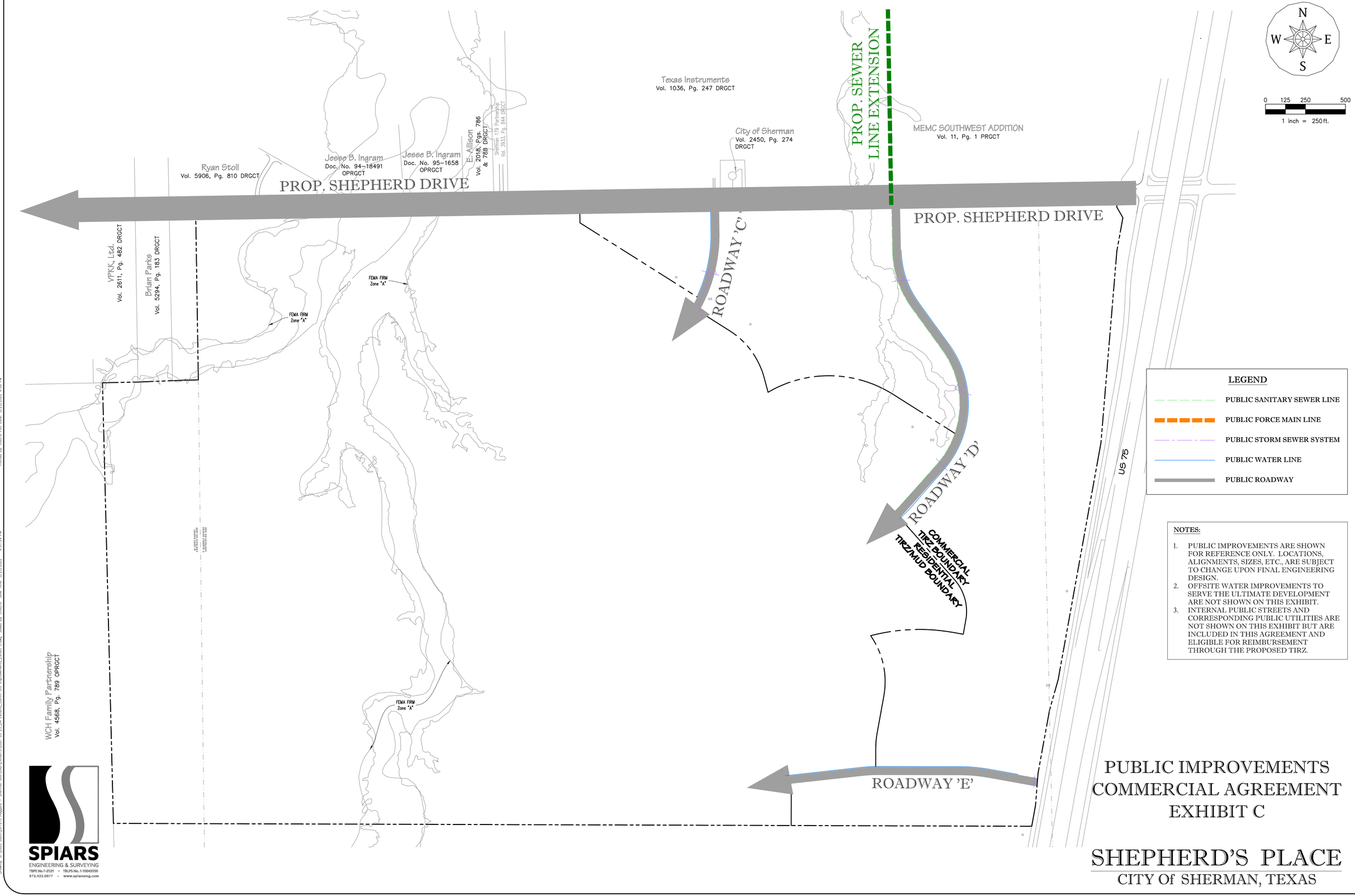
Issue Dates:
1/4/21

Date

Revisions

Scale: 1" = 300'
Drawn By:
Checked By:
Sheet
of
JOB # 20-213

Plotted by: lhold18 Plot Date: 4/14/2022 10:50 AM
Drawing: G:\2020 JOBS\20-213 Hoggard - Sherman 800\20-213 MXB - TIRZ.dwg Saved By: Lhold18 Save Time: 4/14/2022 9:15:12 AM



NOTES:

1. PUBLIC IMPROVEMENTS ARE SHOWN FOR REFERENCE ONLY. LOCATIONS, ALIGNMENTS, SIZES, ETC., ARE SUBJECT TO CHANGE UPON FINAL ENGINEERING DESIGN.
2. OFFSITE WATER IMPROVEMENTS TO SERVE THE ULTIMATE DEVELOPMENT ARE NOT SHOWN ON THIS EXHIBIT.
3. INTERNAL PUBLIC STREETS AND CORRESPONDING PUBLIC UTILITIES ARE NOT SHOWN ON THIS EXHIBIT BUT ARE INCLUDED IN THIS AGREEMENT AND ELIGIBLE FOR REIMBURSEMENT THROUGH THE PROPOSED TIRZ.

PUBLIC IMPROVEMENTS COMMERCIAL AGREEMENT EXHIBIT C

SHEPHERD'S PLACE

CITY Of SHERMAN, TEXAS

SPIARS
ENGINEERING & SURVEYING
TBPE No. F-2121 • TBPLS No. F-10043100
972.422.0077 • www.spiarseng.com

Drawing: G:\2020 JOBS\20-213 Haggard — Sherman 800\CAD\EXHIBITS\2021 03 23_UIA Exhibits_Comm Util Improvements_Exhibit C.dwg Saved By: Lhd18 Save Time: 3/23/2022 4:07:24 PM Plotted By: lhd18 Plot Date: 3/23/2022 4:08 PM

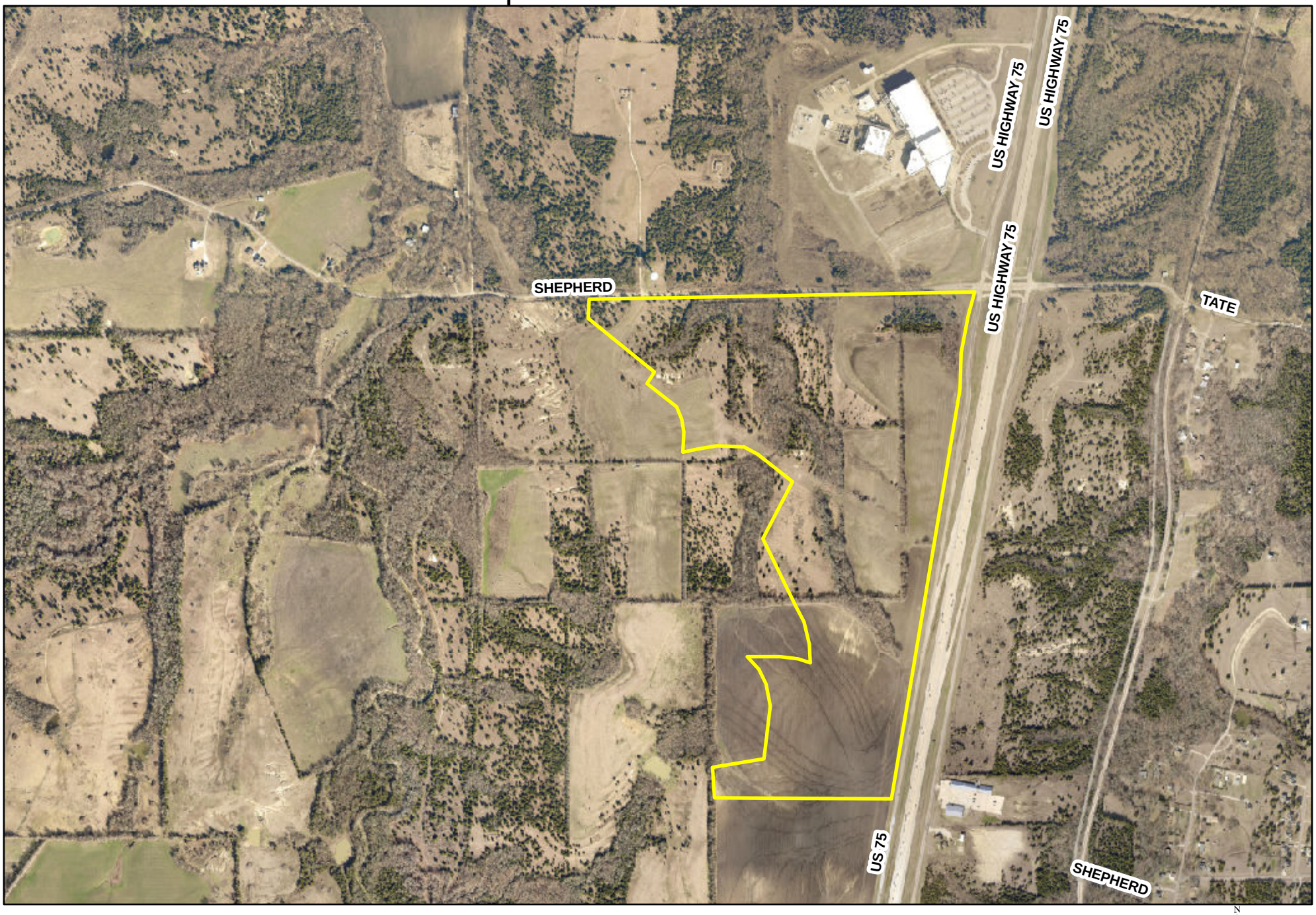
EXHIBIT D

MAJOR DEVELOPMENT IMPROVEMENTS			
OFFSITE SANITARY SEWER			
SS & LS	Erosion Control	$	14,425.13
SS & LS	Sanitary Sewer Construction & Soft Costs	$	557,774.88
SS & LS	**Sanitary Sewer Total**	**$**	**572,200.01**
OFFSITE SHEPHERD'S DRIVE			
OFF	Construction Cost	$	3,969,409.16
OFF	Engineering	$	573,717.28
OFF	Miscellaneous Land Cost	$	84,450.00
OFF	Development Cost	$	118,537.27
OFF	**Offsite Shepherd's Drive Total**	**$**	**4,746,113.71**
ROAD 'C'			
C	Construction Cost	$	425,765.66
C	Engineering	$	62,607.19
C	Miscellaneous Land Cost	$	12,037.50
C	Development Cost	$	14,321.44
C	**Road 'C' Total**	**$**	**514,731.79**
ROAD 'D'			
D	Construction Cost	$	1,543,281.52
D	Engineering	$	226,059.42
D	Miscellaneous Land Cost	$	44,000.00
D	Development Cost	$	43,087.86
D	**Road 'D' Total**	**$**	**1,856,428.80**
ROAD 'E'			
E	Construction Cost	$	1,085,348.02
E	Engineering	$	201,948.72
E	Miscellaneous Land Cost	$	55,250.00
E	Development Cost	$	35,843.97
E	**Road 'E' Total**	**$**	**1,378,390.71**
	MAJOR DEVELOPMENT IMPROVEMENTS TOTAL	**$**	**9,067,865.02**

Sewer Total	**$**	**572,200.01**
Roadway Improvement Total	**$**	**8,495,665.01**
	$	**9,067,865.02**

*The sources and uses of funds shown here are preliminary based on currently available estimates of design, construction, easement acquisition, and construction administration. These estimates are preliminary and do not include, among other things, interest cost, issuance costs, and construction inflation.

Shepherd's Place Commercial



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 2.**

Meeting Date: 05/16/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6889

Authorizing Execution of a Residential Master Development Agreement Between the City of Sherman and Spark Shepard Ventures, LLC, for the Construction of Public Facilities in the Residential Portion of the Mixed-Use Planned Development Known as Shepherd's Place, Being an Approximate 391.322-Acre Residential Development South of West Shepherd Drive in the City of Sherman, Texas

Issue:

A Master Development Agreement (MDA) for the construction of public facilities in the residential portion of the mixed-use planned development (PD) known as Shepherd's Place, being an approximate 391.322-acre residential development south of West Shepherd Drive in the City of Sherman, Texas

Background:

In July 2021 (Ordinance No. 6400), the City Council approved to rezone the property generally located in the 100-1200 Blocks of West Shepherd Drive, as a Planned Development District. The ultimate Planned Development is expected to offer a future mix of commercial, retail, office, entertainment, and residential opportunities complimented with areas set aside as parks, waterways, and open space amenities.This MDA covers only the single-family portion of the development, located south of West Shepherd Drive. The other portions of the PD will be covered through a separate MDA and is expected to require establishing a separate Tax Increment Reinvestment Zone.

This MDA lines out the responsibilities of the City and Sparks Shepard Ventures, LLC in constructing infrastructure and other public improvements as part of the Shepherd's Place development. Under this MDA, the City is responsible for constructing certain major infrastructure (Shepherd Drive Expansion to four lanes, a water line along Shepherd Shepherd Drive and off-site sewer to Shepherd Drive) while Sparks Shepard Ventures, LLC will be responsible for constructing all other public infrastructure. As part of this agreement, the City will be required to establish a separate Tax Increment Reinvestment Zone to service this residential portion of the project. The City will also be expected to concent to the creation of a Municipal Utility District for this residential portion of the project.

As part of this MDA, Shepherd's Place is expected to create approximately 1000 single-family homes, 2,000 multi-family units, and could include trails, open space, and perhaps an elementary school site. In all, Shepherd's Place residential portion is conservatively projected to add $350 million to $400 million to the property tax base for the City when fully built-out.

Origination:

City Manager Robby Hefton

Financial Consideration:

Over the 25-year project time horizon, total incremental revenues to the City from this portion of the development are expected to be approximately $45 million.

As part of this agreement, the City will be required to establish a separate Tax Increment Reinvestment Zone (TIRZ) to service this portion of the project. The City will commit 40% of the incremental Maintenance and Operation (M&O) portion of the property tax rate, and will work with the County on their approval to allocate 40% of the County's General Fund tax rate. These proceeds will be used to fund the construction of the City's portion of various public improvements such as roads, utility infrastructure, lighting, drainage, etc. as well as developer improvements throughout the development. Non-City infrastructure improvements will be reimbursed through reimbursements to the developer over the term of the TIRZ. The cost to the City for the on-site and off-site infrastructure is expected to total at least $3.8 million. The final costs to the City for the City's portion of infrastructure costs will be determined as final engineering plans are completed.

Staff Recommendation:

Staff recommends approval and acceptance of the residential Master Development Agreement with Spark Shepard Ventures, LLC

Alternatives:

As directed by City Council

Attachments

Resolution No. 6889
Development Agreement
Exhibit A
Exhibit B
Exhibit C
Exhibit D
Exhibit E
Exhibit F
Aerial Location Map

RESOLUTION NO. 6889

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SPARK SHEPARD VENTURES, LLC, FOR THE CONSTRUCTION OF PUBLIC FACILITIES IN THE RESIDENTIAL PORTION OF THE MIXED-USE PLANNED DEVELOPMENT KNOWN AS SHEPHERD'S PLACE, BEING AN APPROXIMATE 391.322-ACRE RESIDENTIAL DEVELOPMENT SOUTH OF WEST SHEPHERD DRIVE IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Master Development Agreement with Spark Shepard Ventures, LLC, for the construction of public facilities in the residential portion of the mixed-used Planned Development known as Shepherd's Place, being an approximate 391.322-acre residential development along South of West Shepherd Drive in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

SHEPHERD'S PLACE
MASTER DEVELOPMENT AGREEMENT

This Shepherd's Place Master Development Agreement (this "Agreement") is entered into by and between **Sparks Shepard Ventures LLC**, a Texas limited liability company (the "Developer"), and the **City of Sherman, Texas**, a home-rule municipality of the State of Texas (the "City," and collectively with the Developer, the "Parties"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

ARTICLE I
RECITALS

WHEREAS, certain terms used herein are defined in Article II; and

WHEREAS, the Developer is the current owner of approximately 391.322 acres of real property, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is located wholly within the limits of the City and not within the extraterritorial jurisdiction or corporate limits of any other municipality; and

WHEREAS, to accomplish the high-quality development of the Property envisioned by the Parties, the Developer intends to seek the creation of a municipal utility district, located within the corporate boundaries of the City and encompassing the Property, through either the Texas Commission on Environmental Quality (the "TCEQ") or the Texas Legislature, to be known as Shepherd's Place Municipal Utility District No. 1 of Grayson County (the "MUD"); and

WHEREAS, the Developer issued a petition to the City on _____, 2022 to create the MUD; and

WHEREAS, the City supports the creation of the MUD under appropriate parameters, as set forth herein and will be provided by the City thru a Consent Resolution (hereinafter defined); and

WHEREAS, as evidence of the City's consent to the creation of the MUD, the Developer requests that the City adopt, at a future time, a Consent Resolution (the "Consent Resolution") substantially in the form attached hereto as **Exhibit C** demonstrating the City's consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the Property in the MUD; and

WHEREAS, the City Council zoned the Property as a Planned Development pursuant to City Ordinance No. 6400, adopted by the City Council on July 19, 2021 (the "PD"); and

WHEREAS, the Parties intend that the Property will be developed in accordance with an agreed concept plan ("Concept Plan"), as shown on **Exhibit D** attached hereto and incorporated

herein for all purposes, City Regulations, and other terms and conditions set forth in this Agreement; and

WHEREAS, the Developer is developing the Property as a single family development in phases consistent with the Concept Plan, City Regulations, and terms and conditions of this Agreement, which such development will include, without limitation, the Developer's design, construction, installation and development of all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property, including, but not limited to, (i) the minor arterial roadway within the Property known as "Arterial 'A'" and shown on the Concept Plan, (ii) a lift station (the "Lift Station") and associated force main (the "Force Main") to serve the western basin of the proposed development, and (iii) a sanitary sewer trunk line (the "Sewer Trunk Line") (collectively, the "Developer Infrastructure"); and

WHEREAS, in consideration for Developer's agreements contained herein, the City will design, construct, install and develop at its sole cost and expense certain infrastructure and improvements on the Property in phases consistent with the Concept Plan, City Regulations, and terms and conditions of this Agreement, which will include, without limitation, the following (collectively, the "City Infrastructure"): (i) certain off-site improvements that will be located outside of the Property, which will include (a) the extension of the City's existing twenty four inch (24") sewer line that currently ends at the Finisar complex (the "Sewer Line Extension"), (b) the extension and upsizing of the City's existing water line along Shepherd Road (the "Shepherd Road Water Line Extension"), (c) the improvement of Shepherd Road, and (d) the water improvements ultimately necessary to serve the Property; and

WHEREAS, the improvements set forth on **Exhibit E** attached hereto and incorporated herein for all purposes, consist of both the Developer Infrastructure and the City Infrastructure, and include on-site and off-site public improvements and infrastructure that are designated to serve the development of the Property and are considered public infrastructure (the "Public Infrastructure"); and

WHEREAS, upon Developer's completion and construction of any Public Infrastructure, Developer will dedicate such Public Infrastructure to the City for use and maintenance, subject to the City's final review and approval of the same as set forth in this Agreement; and

WHEREAS, Developer and City will design, construct and install the Developer Infrastructure and the City Infrastructure, respectively, in multiple phases of development as set forth in this Agreement; and

WHEREAS, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and to provide for the construction of the Developer Infrastructure and City Infrastructure, and the funding of the Public Infrastructure, which provide a special benefit to the Property; and

WHEREAS, in consideration of the mutual agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide for the recovery by Developer and the City of (i) certain costs related to qualifying Developer

Infrastructure and (ii) certain qualifying costs relating to the City's improvement of Shepherd Road, and at the request of the Developer, the City intends to exercise its powers to create Sherman Tax Increment Reinvestment Zone #___ (the "TIRZ"), to be created in accordance with Chapter 311 of the Texas Tax Code, as amended (the "TIF Act"), to allow for the reimbursement of certain hard and soft costs incurred by Developer in constructing and installing the Developer Infrastructure that qualify under the TIF Act and by the City in constructing and installing the improvements to Shepherd Road that qualify under the TIF Act, which each qualifying Developer Infrastructure and the City's improvements to Shepherd Road shall be considered TIRZ Projects as set forth on **Exhibit F** attached hereto and incorporated herein and as updated from time to time by the TIRZ Project and Finance Plan; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all requirements of applicable laws, intends, to the extent it has not prior to the Effective Date, to adopt the TIRZ Project and Finance Plan in accordance with the timeline set forth herein; and

WHEREAS, all of the City's Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and the City will not be responsible for payment of such costs; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the TIRZ Documents, the Developer shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

WHEREAS, the managed growth described in this Agreement will drive infrastructure investment and job creation, both of which will, in turn, have a multiplier effect that increases the City's tax base; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, the City's intent to create and utilize the TIRZ to reimburse the Developer for the costs of the Developer Infrastructure and the City for the costs of the improvements to Shepherd Road qualifying under the TIF Act, the City's consent to the creation of the MUD, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE II
DEFINITIONS

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

Administrative Expenses shall include, without limitation, expenses incurred in the establishment, administration, and operation of the TIRZ including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the TIRZ, (iii) computing, levying, collecting

and transmitting the tax and increment thereof, (iv) maintaining the record of the TIRZ, (v) investing or depositing or other monies, as applicable, and (vi) complying with the TIF Act.

Administrator means an employee or designee of the City who shall have the responsibilities provided in the TIRZ Documents or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the TIRZ.

Arterial 'A' Costs means Developer's costs of construction of the portion of Arterial 'A' located within the Property consistent with the City's current approved Thoroughfare Plan.

City Council means the city council of the City.

City Increment means an increment equal to forty percent (40%) of the City Maintenance and Operation (M&O) ad valorem tax actually collected from the Property.

City Infrastructure means certain on-site improvements and off-site improvements that will be located away from the Property, including, but not limited to, the Sewer Line Extension, the Shepherd Road Water Line Extension, improvements to Shepherd Road, the water improvements ultimately necessary to serve the Property, and any other infrastructure costs borne by the City for future projects within the TIRZ boundaries.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they presently exist and as they may be amended in the future, which shall include, without limitation, the PD.

Concept Plan means the concept plan attached hereto as **Exhibit D**.

Consent Resolution means the consent resolution substantially in the form attached hereto as **Exhibit C** demonstrating the City's consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the Property in the MUD.

County means Grayson County, Texas.

County Increment means an amount equal to forty percent (40%) of the County's General Fund ad valorem tax actually collected from the TIRZ property.

Developer Infrastructure means all collector streets, residential streets, utilities, drainage, and other infrastructure required to serve the Property, including, but not limited to, (i) the minor arterial roadway within the Property known as "Arterial 'A'", (ii) the Lift Station and associated Force Main to serve the western basin of the proposed development, and (iii) the Sewer Trunk Line.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

Eminent Domain Fees means all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees paid or incurred by the City in the exercise of its eminent domain powers.

End-Buyer means any developer, homebuilder, builder, tenant, user, or occupant/owner of a Fully Developed and Improved Lot, including without limitation a builder who acquires a lot with the intent to construct a single-family residence on the lot.

FEMA means the Federal Emergency Management Agency.

Force Main means the force main associated with the Lift Station.

Franchise Utilities means electric lines, above and below ground natural gas lines, telephone lines, fiber, and communication lines.

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

Lift Station means the lift station constructed within the Property.

LOMR/LOMR-F means a Letter of Map Revision or Letter of Map Revision based on Fill.

LS/FM Costs means the Developer's costs of construction of the Lift Station and Force Main.

MUD means Shepherd's Place Municipal Utility District No. 1 of Grayson County.

MUD Consents means the consents contained in this Agreement and in the Consent Resolution.

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

Oversized Facilities means the Lift Station, Force Main, or Sewer Trunk Line, oversized to a size greater than is necessary to serve the Property.

Owners' Association means each of the owners' associations that the Developer will create throughout the Property as set forth in this Agreement.

PD means the Planned Development zoned by the City pursuant to City Ordinance No. 6400, adopted by the City Council on July 19, 2021.

Project Cost(s) means those costs incurred by the Developer and the City in the construction and development of the TIRZ Projects that are eligible for reimbursement from the

TIRZ in accordance with the TIF Act and the TIRZ Project and Finance Plan as amended from time to time.

Property means the approximately 391.322 acres of real property, which property is described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means the Developer Infrastructure and the City Infrastructure including on-site and off-site public improvements and infrastructure that is designated to serve the development of the Property and is more particularly described in **Exhibit E**.

Roads means Shepherd Road, Arterial 'F,' and Arterial 'A.'

Sewer Line Extension means the extension of the City's existing twenty four inch (24") sewer line that currently ends at the Finisar complex.

Sewer Trunk Line means the sanitary sewer trunk line from the proposed Lift Station.

Shepherd Road Water Line Extension means the extension and upsizing of the City's existing water line along Shepherd Road.

TCEQ means the Texas Commission on Environmental Quality.

TIF Act means Chapter 311 of the Texas Tax Code, as amended.

TIRZ means the Sherman Tax Increment Reinvestment Zone #___.

TIRZ Documents means the amended TIRZ Project and Finance Plan, the TIRZ Ordinance, and this Agreement.

TIRZ Fund(s) means the fund(s) set up by the City in order to receive the TIRZ funds in accordance with this Agreement, the TIRZ Documents and state law.

TIRZ Ordinance means the City Ordinance to be adopted by the City Council to create the TIRZ in accordance with this Agreement, along with any subsequent ordinances effectuating amendments thereto.

TIRZ Project(s) means the Developer Infrastructure and the City's improvements to Shepherd Road set forth in **Exhibit F** attached hereto and incorporated herein for all purposes and the TIRZ Project and Finance Plan, which Project Costs associated with said TIRZ Projects shall qualify for reimbursement from the TIRZ to the extent permissible under the TIF Act.

TIRZ Project and Finance Plan means the Project Plan and Finance Plan for the TIRZ, as amended from time to time.

TIRZ Term means the date of formation until the termination or expiration of this Agreement in accordance with ARTICLE X.

ARTICLE III
CONSENT TO CREATION OF MUD

3.1 Consent to Creation. At a future council meeting the City intends to adopt a Consent Resolution in the form attached hereto as **Exhibit C** demonstrating the City's consent, pursuant to Section 42.042 of the Texas Local Government Code and Section 54.016 of the Texas Water Code, to the inclusion of the Property in the MUD. This Agreement and the Consent Resolution constitute the irrevocable and unconditional consent of the City to the creation of the MUD pursuant to the authority of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended.

3.2 Consent Resolution; Other Documents. At a future council meeting the City agrees to adopt the Consent Resolution substantially in the form attached hereto as **Exhibit C**. The City agrees to adopt such further ordinances and execute such further documents as may reasonably be necessary by the Developer, the TCEQ, the Attorney General of the State of Texas, or the MUD to evidence the City's consents as set forth in this Agreement and in the Consent Resolution.

3.3 No Limitation of Powers. Nothing herein is intended to limit, impair, or conflict with the authority of or powers granted to the MUD by the Texas Constitution, Texas Water Code, Texas Local Government Code, or any other current or future statute applicable to municipal utility districts.

3.4 Full Satisfaction. The consents contained in this Agreement and in the Consent Resolution (the "MUD Consents") are given by the City: (a) in full satisfaction of any applicable requirements for district consents contained in any statute or otherwise required by law, rule, regulation or policy, including, but not limited to, consents required by the Texas Water Code, as amended, the Texas Local Government Code, as amended, any rules, regulations or policies of the TCEQ, or any rules, regulations or policies of the Texas Attorney General; (b) with the understanding that the MUD Consents are irrevocable and cannot be withdrawn or modified in any way by the City or by any action of the City Council without the prior written approval of the Developer; (c) with the understanding that the Developer has relied on the MUD Consents to the Developer's material detriment, and but for the MUD Consents, the Developer would not have entered into this Agreement; and (d) with the understanding that the MUD Consents shall not be affected by (1) any default under this Agreement, whether by the Developer or any other person or entity that is or hereafter becomes bound by this Agreement, (2) any other act or omission by the Developer or any other person or entity, whether or not related to this Agreement or the Property, or (3) any act or omission by the MUD, whether or not related to this Agreement or the Property.

ARTICLE IV
CONSTRUCTION OF INFRASTRUCTURE AND TIRZ PROJECTS

4.1 Construction of Developer Infrastructure. The Developer and the City will design, construct, install and develop the Public Infrastructure in the manner set forth herein.

(a) Lift Station, Force Main, and Sewer Trunk Line. The Developer agrees to construct, at the Developer's sole cost and expense, the Lift Station, Force Main and Sewer Trunk Line, sized solely to serve the Property. The City will be obligated to bear and pay any and all costs, fees, and expenses, including, but not limited to, engineering and design costs, permitting costs, construction costs, bonds, or other fees/expenses for any change, required by the City, to increase the size of the Lift Station, Force Main, or Sewer Trunk Line to a size greater than is necessary to serve the Property (the "Oversized Facilities"). The Developer shall provide the City with thirty (30) days' written notice of the Developer's intent to proceed with the design of the Lift Station, Force Main, or Sewer Trunk Line. The City shall then have thirty (30) days to notify the Developer whether the City requires the Oversized Facilities. If the City requires the Oversized Facilities, the Parties agree to enter into a mutually agreeable oversize participation agreement that confirms the funding or reimbursement of the Oversized Facilities, under which the City will agree to pay its pro-rata share of the Oversized Facilities pursuant to said agreement.

(b) Sewer Line Extension. The City agrees to design, obtain necessary easements, and be ready to commence construction of, at the sole cost and expense of the City, the Sewer Line Extension within twelve (12) months of the Effective Date of this Agreement. Construction of the Sewer Line Extension shall commence when the Developer commences with construction of the Lift Station and Force Main.

(d) Shepherd Road Water Line Extension. The City agrees to design, obtain necessary easements, and be ready to commence construction of, at the sole cost and expense of the City, the Shepherd Road Water Line Extension within twelve (12) months of the Effective Date of this Agreement. All on-site water line easements needed for Shepherd Road Water Line extension shall be dedicated and donated by Developer prior to construction of water line.

(e) Ultimate Water Improvements. The City agrees to provide necessary water infrastructure, sized sufficiently to provide continuous and adequate service to the Property in the quantities and pressure needed for the development, including that which is necessary for fire flows, as demand for said water supply is created within the Property.

(f) Roads.

(i) Arterial 'F'. The Developer shall be responsible for dedicating fifty percent (50%) of the right-of-way necessary for Arterial 'F' which runs along the southern boundary of the Property, as shown on the Concept Plan. The City agrees to negotiate in good faith the funding, obtaining off-site right-of-way for, and construction of Arterial 'F' as the development warrants. '

(ii) Shepherd Road. The City agrees to construct, at the sole cost and expense of the City, the major thoroughfare known as Shepherd Road, as shown on

the Concept Plan. The City shall construct Shepherd Road according to the recommendations and timeline provided by the approved Traffic Impact Analysis, including a minimum of two (2) lanes from US 75 to the western most platted lot, located directly west of the Arterial 'A' and Shepherd Road intersection, as shown on the Concept Plan. All on-site Right of Way needed for Shepherd Road expansion shall be dedicated and donated by Developer prior to construction of roadway.

(iii) Arterial 'A'. The Developer agrees to construct, at the Developer's sole cost and expense, the minor arterial road located within the Property known as Arterial 'A.'

4.2 TIRZ Projects. As set forth above, the Developer Infrastructure and the City's improvements to Shepherd Road set forth in **Exhibit F** attached hereto are Public Infrastructure that qualify as TIRZ Projects, and the Project Costs associated with said TIRZ Projects are eligible for reimbursement from the TIRZ. The Project Costs and the timetable for installation of the TIRZ Projects will be reviewed annually by the Parties, and any updates to the TIRZ Projects will be included in an amended TIRZ Project and Finance Plan to be adopted and approved by the City. Upon the adoption of the TIRZ Project and Finance Plan, and upon the adoption of any amendment thereto, the TIRZ Project and Finance Plan, as amended, shall replace **Exhibit F** attached hereto, and said TIRZ Project and Finance Plan shall be incorporated into this Agreement for all purposes.

4.3 Construction of the Infrastructure and Ownership of the Public Infrastructure.

(a) Construction Plans. During each phase of the development of the Property, the Developer shall prepare, or cause to be prepared, plans and specifications for the Developer Infrastructure included in such phase and have them submitted to the City for approval in accordance with this section. The City shall have thirty (30) business days from its acknowledged receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have fifteen (15) business days from its acknowledged receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable City Regulations. Moreover, Developer shall submit final plat(s) for the Property to the City for its review, which such submittal process shall remain subject to the same timelines set forth above. Final plat(s) for the Property, each of which are required to be approved by the City, shall reflect the locations, rights-of-way and easements for the Improvements to be located on such platted portion of the Property. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

(b) Construction Standards and Inspection. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Infrastructure.

(c) Final Acceptance and Ownership. All of the Public Infrastructure shall be owned by the City upon final acceptance of the same by the City using procedures established by City Regulations. The City agrees that final acceptance of the Public Infrastructure shall occur upon the completion of the installation of such Public Infrastructure. Notwithstanding the foregoing, the City agrees that final acceptance of the water, sewer, roadway or storm water Public Infrastructure may be issued prior to the installation of the Franchise Utilities. The City further agrees that any landscape and/or hardscape improvements anticipated for the development are not required to be completed at the time of final acceptance of the Public Infrastructure. Final acceptance of the Public Infrastructure shall not be subject to the Federal Emergency Management Agency's ("FEMA") approval of a Letter of Map Revision or Letter of Map Revision based on Fill ("LOMR/LOMR-F"), or similar processes. Instead, final acceptance of the Public Infrastructure shall be contingent on the City's approval of the LOMR/LOMR-F, or similar processes. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for the Public Infrastructure to the City and the public.

(d) Approval of Plats/Plans. All plats, permits, plans, designs or specifications shall be subject to approval by the City and shall be in accordance with the City Regulations. The City hereby agrees that all plats may be filed after all infrastructure is in service. If requested by the Developer in writing prior to the expiration date of a preliminary plat, any City-approved preliminary plat or construction plans shall be automatically extended one time for a period of one year. Upon the Developer's request, the City shall provide the Developer written confirmation of such one-year extension. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, employees, officers or agents for the accuracy and competency of its design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations.

4.4 Operation and Maintenance of Public Infrastructure.

(a) Upon inspection, approval, and acceptance of part or all of the water or sewer Public Infrastructure, the City shall maintain and operate the accepted water and sewer infrastructure and provide water and/or sewer service to the Property served by the accepted water and/or sewer infrastructure pursuant to the City Regulations.

(b) Upon inspection, approval, and acceptance of part or all of the roadway or storm water Public Infrastructure, the City shall maintain and operate the accepted roadways and storm water infrastructure pursuant to the City Regulations.

(c) The Developer will construct and each respective Owners' Association shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas and any other common improvements, appurtenances or Amenities not maintained and operated by the City.

4.5 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within sixty (60) days of commencing efforts to obtain the needed easements and rights-of-way, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. Unless otherwise set forth in this Agreement to the contrary, the Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

ARTICLE V
TIRZ

5.1 Tax Increment Reinvestment Zone. Within six (6) months of the Effective Date, the City will take such lawful steps as are necessary to create the TIRZ. The boundary of the TIRZ will include the entirety of the Property. The TIRZ shall exist from the date of formation until the termination or expiration of this Agreement in accordance with ARTICLE X herein (the "TIRZ Term"). During the Term of this Agreement and the TIRZ Term, the City shall dedicate to the TIRZ an increment equal to forty percent (40%) of the City Maintenance and Operation (M&O) ad valorem tax actually collected from property (collectively, the "City Increment"), and the base tax year shall be 2022. The City will use commercially reasonable efforts to obtain the County's participation in the TIRZ in an amount equal to forty percent (40%) of the County's General Fund ad valorem tax actually collected from the TIRZ property (the "County Increment") with a base year of 2022; provided, however, Developer and the City both acknowledge and agree that the County's participation in the TIRZ is may vary, and there is no assurance that the County will participate in the TIRZ at all, let alone at the level of the County Increment. The City shall prepare

the preliminary TIRZ Project and Finance Plan which will provide a general description of the TIRZ Projects and estimated Project Costs of the TIRZ Projects, an estimate of ad valorem taxes to be generated by development within the TIRZ, and the estimated increment to be generated by TIRZ over the TIRZ Term. On or before thirty (30) days after receipt and approval by the City and the Developer of final plans and costs for the construction of the TIRZ Projects, the City and the TIRZ shall cause a final TIRZ Project and Finance Plan to be prepared and approved with a detailed description of the scope of the TIRZ Projects, the estimated Project Costs, and the timing of payment for the costs of the TIRZ Projects. The TIRZ, acting through its Board of Directors, and the Developer shall negotiate and enter into an agreement for reimbursement to the Developer for Project Costs consistent with the terms and conditions of this Agreement.

5.2 TIRZ Priority. Payouts of the moneys in the TIRZ Fund are contingent upon the City adopting a final TIRZ Project and Finance Plan for the TIRZ consistent with the terms and conditions of this Agreement. Upon the adoption of a final TIRZ Project and Finance Plan, the moneys in the TIRZ Fund shall be paid in the following priority on an annual basis: (i) to the City in an amount equal to the Administrative Expenses incurred operating the TIRZ; (ii) to the County in an amount equal to its Administrative Expenses incurred operating the TIRZ, but only to the extent that the County participates in the TIRZ whatsoever; (iii) to the City to make debt service payments on bonds issued by the City to fund City Infrastructure; (iv) to remit the remainder of such monies from the TIRZ Fund to the MUD to pledge as collateral for the MUD's issuance of bonds to reimburse Developer for its Project Costs actually incurred in designing, constructing, installing and developing the TIRZ Projects and (v) to pay Developer an economic development grant with any remaining increment contributed to the TIRZ Fund or to directly reimburse Developer for eligible projects identified in the adopted Project and Financing Plan for the TIRZ at the request of the MUD. Payment shall be made by the TIRZ Administrator to the MUD upon submission of required documentation by the MUD and approval of the City's TIRZ Administrator. All of the City's, and the County's if applicable, Administrative Expenses associated with the TIRZ will be paid in accordance with Chapter 311 of the Texas Tax Code, as amended, and neither the City nor the County will be responsible for payment of such costs.

5.3 TIRZ Fund. In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the Property based on the participation levels set forth in Section 5.1 above shall be placed into the TIRZ Fund, a separate fund which has been created by the City.

ARTICLE VI
FORMATION OF OWNERS' ASSOCIATION

The Developer will create an Owners' Association within the Property, which shall be required to levy and collect from each End-Buyer annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls and all other improvements for which the Owners' Association is responsible for maintaining within the Property. Common areas, including but not limited to all landscaped entrances to the Property and right-of-way landscaping, shall be maintained solely by the Owners' Associations. To the extent applicable, maintenance of public rights-of-way by the Owners' Association shall comply with City Regulations and shall be subject to oversight by the City. The Parties shall cooperate with each

other to execute documents necessary to give the Owners' Association permission to maintain and operate facilities on City-owned property as necessary.

ARTICLE VII
INSPECTION AND PERMITTING

The City shall inspect or cause to be inspected, as required by City Regulations, the construction of all Developer Infrastructure, structures, and any infrastructure improvements necessary to support the proposed development within the Property, including, without limitation, water, sanitary sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, the Developer Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Notwithstanding any provision of this Agreement, it shall not be a breach or violation of this Agreement if the City withholds building permits, certificates of occupancy, or City utility services as to a phase of the development unless and until the Developer has fully met its obligations to provide for the required Developer Infrastructure necessary to such phase according to the approved engineering plans and City Regulations, and until such Developer Infrastructure has been dedicated to and accepted by the City; provided, however, that the city may issue residential building permits for model homes after substantial completion, but before final acceptance, of such Developer Infrastructure. The City shall not issue any certificates of occupancy on the model homes until final acceptance of the Developer Infrastructure. Acceptance by the City shall not be unreasonably withheld.

If the City finds that such Developer Infrastructure has been completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the Developer Infrastructure whereupon ownership of such Developer Infrastructure shall be transferred to the City and be operated and maintained by the City at its sole expense after the expiration of the required two (2) year maintenance bond. The requirement for acceptance does not apply to landscaping improvements and other Amenities that will be maintained by the Owners' Association.

ARTICLE VIII
DEVELOPMENT

8.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the City Regulations in effect at the time of the City's approval of the final plat and preliminary construction drawings for any given phase of the development, except to the extent that the Concept Plan, attached as **Exhibit D,** and the PD may vary from those terms, then the Concept Plan and the PD control. In consideration of the foregoing, in the construction, renovation, maintenance and alteration of any existing or future building on the Property, the Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with the City Regulations, including without limitation, the PD, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer

voluntarily consents and agrees to comply with this Agreement, and the City Regulations in the construction, renovation, maintenance and alteration of any existing or future building on the Property. The Parties hereby agree that the City's Director of Planning or the City's Engineer shall have the ability to approve variances to the City Regulations, with discretion and without the approval of the City Council, to aid in the advancement of the development.

(b) The Parties agree that the Concept Plan attached hereto as **Exhibit D** was created by the Developer for illustrating the boundary, lot mix and general layout of the project. Changes in the location of the various types of land uses are allowed, including lot sizes, as long as the overall density is not increased by more than ten percent (10%). The City Administrator of the City may, but is not required to, administratively approve any amendments to the Concept Plan that the City Administrator deems in his reasonable discretion to be consistent with Council approved site plans for the Development.

8.2 Replat. The Parties acknowledge that the Property will be developed in phases. The Developer may submit a replat for all or any portion of the Property throughout the development of the Property. Any replat shall be in general conformance with the Concept Plan. Approval of the replat shall be governed by the City Regulations and state law.

8.3 Zoning of Property. Currently, the Property is zoned in accordance with the PD. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by the PD and this Agreement.

8.4 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

ARTICLE IX
DEVELOPMENT PROCESS AND CHARGES

9.1 Development, Review and Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation fees relating to platting, zoning requests, and any other charges and fees not expressly exempted or altered by the terms of this Agreement. This Agreement does not waive any of the City's right to: (i) assess or collect roadway, water, and wastewater Impact Fees in compliance with Chapter 395 of the Texas Local Government Code; or (ii) assess or collect inspection fees and charges relating to the development of the Property. The Developer shall continue to be responsible for the foregoing, and nothing contained in this Agreement shall be construed to eliminate or reduce any such obligations that the Developer might incur in connection with developing the Property. Notwithstanding the foregoing, the City hereby waives its right to assess, levy or collect fees for park, recreation, and open space facilities and purposes in connection with the development of the Property, or to require one or more dedications of land for such purposes in lieu of assessing, levying, or collecting such fees for park, recreation, and open space facilities.

9.2 Infrastructure. All Public Infrastructure shall be designed, constructed and installed in compliance with the City Regulation's in effect at the time the Developer seeks approval of the plans associated with any component of the Public Infrastructure. Construction and/or installation

of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City as specified in this Agreement. Each of such contracts shall require a two-year maintenance bond following completion, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. The Public Infrastructure will be installed within the public right-of-way or in easements granted to the City.

9.3 **INDEMNIFICATION AND HOLD HARMLESS**.

(a) THE DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF THE DEVELOPER OR THE DEVELOPER'S OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM THE DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN THE DEVELOPER AND THE DEVELOPER'S EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE CITY AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING THE DEVELOPER'S OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY THE CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY THE CITY IN WRITING. THE CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, THE CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY THE CITY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND THE CITY OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY THE CITY PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN THE CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF THE CITY'S WRITTEN NOTICE THAT THE CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, THE CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE X
TERM

The term of this Agreement shall be for a period of twenty-five (25) years. If allowed by law, the Parties may extend the term of this Agreement beyond the term set forth above if they execute an agreement in writing.

ARTICLE XI
EVENTS OF DEFAULT; REMEDIES

11.1 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 in writing (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 to be determined based on the nature of the alleged failure, but in no event more than 60 days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform, including, but not limited to a force majeure event) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

11.2 Remedies. If a Party remains in default after the applicable cure period as provided in Section 10.1 of this Agreement, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, terminate this Agreement and seek any relief

available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief.

11.3 Cessation of Compliance. As a matter of law, a city by contract cannot bind its current or future city councils in the exercise of the council's legislative discretion or the performance of its legislative functions, which include the zoning of property and the establishment of TIRZs. Nonetheless, the Developer has spent a substantial sum to negotiate, implement, and comply with this Agreement and Developer expects and relies on the City to take appropriate actions to create the TIRZ that are described in this Agreement. If the current or a future City Council of the City does not establish or operate the TIRZ as described in this Agreement, then the Developer shall have no further obligation to comply with any of the terms of this Agreement until such time as the City Council takes appropriate actions to have the City resume compliance with its obligations under this Agreement. If the City resumes its compliance with its obligations under this Agreement, the Developer shall have up to ninety (90) days to resume its compliance with this Agreement.

ARTICLE XII
ASSIGNMENT AND ENCUMBRANCE

12.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The Developer has the right (from time to time upon written consent of the City Council (which such consent shall not be unreasonably withheld)) to assign this Agreement, in whole or in part, to any person or entity (an "Assignee") that (i) is or will become an owner of any portion of the Property, or (ii) is controlled by or under common control by the Developer, provided that the Developer is not in breach of this Agreement at the time of such assignment. An Assignee is considered the "Developer" and a "Party" under this Agreement for the purposes of the obligations, rights, title, and interest assigned to the Assignee. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

12.2 Encumbrance. 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 the Developer's prior written consent, which consent shall not be unreasonably withheld. Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the City. 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 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, with the consent of the lender, 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.

12.3 Assignees as Parties. An Assignee approved or authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with Section 14.5 of this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of an End-Buyer of a Fully Developed and Improved Lot within the Property, any person or entity upon becoming an owner of land within the TIRZ or upon obtaining an ownership interest in any part of the Property shall be deemed to be an owner and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. Subject to the limitations expressed below, this Agreement and the obligations and liabilities arising under this Agreement shall be released automatically as to each End-Buyer of a Fully Developed and Improved Lot; provided, however, that no such conveyance of a Fully Developed and Improved Lot shall release Developer from its obligations hereunder, and each End-Buyer shall remain responsible for payment of Assessments associated with ownership of each End-Buyer's respective Fully Developed and Improved Lot. Any third party, including without limitation any title company, grantee or lienholder, shall be entitled to rely on the existence or nonexistence of a recorded affidavit to establish whether such termination has occurred as to a lot.

12.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. 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.

12.5 Notice of Assignment of this Agreement. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XIII
RECORDATION AND ESTOPPEL CERTIFICATES

13.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of Grayson County. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations that apply to such lots.

13.2 Estoppel Certificates. From time to time upon written request of the Developer or any future owner, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

14.1 Recitals. The recitals contained in this Agreement: (i) are true and correct as of the Effective Date; (ii) form the basis upon which the Parties negotiated and entered into this Agreement; (iii) are legislative findings of the City Council of the City; and (iv) reflect the final intent of the Parties with regard to the subject matter of this Agreement. 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.

14.2 Notices. Any Notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such transmission) or seventy-two (72) hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: City Manager
City of Sherman
220 W. Mulberry Street

Sherman, TX 75090

With a copy to: Attn: Robert H. Roeder andRyan Pittman
Abernathy, Roeder, Boyd & Hullett, P.C.
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

To the Developer: Attn: Ravi Polishetty
Sparks Shepard Ventures LLC
7000 Parkwood Blvd., Suite B400
Frisco, TX 75034
920-309-6667

With a copy to: Attn: Mindy Koehne
14755 Preston Road
Suite 600
Dallas, Texas 75254
972-982-8461

Any Party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

14.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

14.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

14.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City 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. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

14.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

14.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (iii) 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.

14.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Grayson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Grayson County District Court.

14.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other 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.

14.10 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.

14.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

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

Exhibit A	Metes and Bounds of the Property
Exhibit B	Property Depiction
Exhibit C	Consent Resolution
Exhibit D	Concept Plan
Exhibit E	Public Infrastructure
Exhibit F	TIRZ Projects

14.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

14.14 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 a Party has actual knowledge of the occurrence of a force majeure event, 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", as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or any civil or military authority, insurrections, rights, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, and any other inabilities of any party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, which such party could not have avoided by the exercise of due diligence and care and which the party is proceeding promptly to cure. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

14.15 Entire Agreement. This Agreement, including its exhibits and documents executed in accordance with 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.

14.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the Parties expressly amending the terms of this Agreement.

14.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

ARTICLE XV
ACKNOWLEDGEMENTS AND WAIVERS

15.1 Acknowledgement of the City's Compliance with Federal and State Constitutions, Statutes and Case Law and Federal, State and Local Ordinances, Rules and Regulations; Developer's Waiver and Release of Claims For Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE OBLIGATIONS REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;

(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;

(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;

(D) NUISANCE; OR

(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, THE DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) THE DEVELOPER RELEASES THE CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) THE DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST THE CITY FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15.2 Vested Rights/Chapter 245 Waiver. The Parties shall be subject to all ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides the City with fair notice of any project of the Developer. **THE DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

15.3 Condemnation Procedures/Rights Waiver. **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS THE DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER HEREBY RELEASES THE CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.**

[signatures on following pages]

EXECUTED by the City and Developer on the respective dates stated below.

Date: _____ **CITY OF SHERMAN**

By: _____
David Plyler, Mayor

ATTEST:

_____
Linda Ashby, City Clerk

APPROVED AS TO FORM

_____
Ryan D. Pittman, Attorney for the City

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the __ day of _____, 2021 by _____ of the City of Sherman, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

DEVELOPER

SPARKS SHEPARD VENTURES LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022 by _____, _____ of Sparks Shepard Ventures LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

EXHIBIT A
Property Metes and Bounds

EXHIBIT B
Property Depiction

EXHIBIT C
Consent Resolution

EXHIBIT D
Concept Plan

EXHIBIT E
Public Infrastructure

[To be provided.]

EXHIBIT F
TIRZ Projects

[To be provided.]

RESIDENTIAL PD - MUD

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the Friar McNeely Survey, Abstract No. 826, and the M. Hunt Survey, Abstract No. 603, City of Sherman, Grayson County, Texas, the subject tract being part of the following three tracts of land, as described in the Deed to Yongshik Kim and Sae Un Kim recorded in Volume 5657, Page 52 of the Real Properties Records, Grayson County, Texas (RPRGCT), as described in the Deed to Yongshik Kim recorded volume 4436, page 271 (RPRGCT) as described in the Deed to Yongshik Kim recorded volume 4461, page 277 (RPRGCT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the north property line of a tract as described in deed to South 266 LLC, recorded in Doc. No. 2018-23515 (RPRGCT), said point bearing N 89°49'08" W a distance of 1470.67 feet from a ½" capped iron rod found marking the northeast property corner of said South 266 LLC tract, same corner being the west line of State Highway No. 75, a variable width right-of-way;

THENCE N89°49'08"W, 4236.04 feet along the north line thereof a ½" caped iron rod found;

THENCE N01°25'13"W, 2755.32 feet along the west property line of a tract as described in a deed to WCH Family Partnership, recorded in volume 4568, page 789 (RPRGCT), a ½" iron rod found;

THENCE N88°48'00"E, 221.40 feet along the south property line of a tract as described in a deed to VPKK, Ltd., recorded in volume 2611, page 482 (RPRGCT), a capped ½" iron rod found;

THENCE N87°40'02"E, 216.09 feet along the south property line of a tract as described in a deed to Brian Parks, recorded in volume 5294, page 183, (RPRGCT);

THENCE N88°19'14"E, 161.80 feet along the south property line of a tract as described in a deed to Ryan Stoll, recorded in volume 5906, page 810, (RPRGCT) a 60d nail found;

THENCE N0°54'10"W, 1090.84 feet along an east property line of a tract as described in a deed to Ryan Stoll, recorded in volume 5906, page 810, (RPRGCT) a 3/8" iron rod found;

THENCE along the south property line of the Ryan Stoll tract thereof the following:

N89°37'31"E, 1415.79 feet;

S03°36'18"E, 18.73 feet;

N78°12'41"E, 10.91 feet;

N85°50'44"E, 89.81 feet;

S86°31'15"E, 211.78 feet a ½" iron rod found;

N84°29'14"E, 137.85 feet;

N1°17'26"W, 35.24 feet;

THENCE along the south property line of the of a tract as described in a deed to Texas Instruments, recorded in volume 1036, page 247, (RPRGCT), the following:

N88°20'08"E, 257.02 feet;

S73°48'26"E, 102.70 feet a MAG nail with flasher found;

N89°04'55"E, 179.81 feet;

THENCE S01°03'90"E, 125.85 feet leaving south property line thereof;

THENCE S57°41'08"E, 893.02 feet;

THENCE S27°41'41"W, 70.17 feet;

THENCE S57°40'15"E, 252.32 feet;

THENCE Around a tangent curve to the right having a central angle of 42°41'21", a radius of 500.00 feet, a chord of S36°19'34"E -363.98 feet, and an arc distance of 372.53 feet;

THENCE S14°58'54"E, 94.36 feet;

THENC N60°44'53"E, 30.96 feet;

THENCE Around a tangent curve to the right having a central angle of 60°21'56", a radius of 750.00 feet, a chord of S87°53'12"W-754.14 feet, and an arc distance of 790.18 feet;

THENCE S57°42'14"E, 484.67 feet;

THENCE Around a non-tangent curve to the right having a central angle of 21°38'13”, a radius of 600.00 feet, a chord of S30°13'44"W-225.24 feet, and an arc distance of 226.58 feet;

THENCE S41°02'51"W, 300.15 feet;

THENCE Around a tangent curve to the right having a central angle of 7°26'48", a radius of 800.00 feet, a chord of S44°46'15"W-103.90 feet, and an arc distance of 103.97 feet;

THENCE S41°30'22"E, 541.35 feet;

THENCE Around a tangent curve to the right having a central angle of 51°44'24", a radius of 300.00 feet, a chord of S15°38'10"E -261.80 feet, and an arc distance of 270.91 feet;

THENCE S10°14'02"W, 90.53 feet;

THENCE N79°45'58"W, 62.55 feet;

THENCE Around a tangent curve to the left having a central angle of 24°54'46", a radius of 1200.00 feet, a chord of S87°46'39"W-517.67 feet, and an arc distance of 521.77 feet;

THENCE Around a non-tangent curve to the right having a central angle of 45°17'02", a radius of 500.00 feet, a chord of S12°25'00"E -384.97 feet, and an arc distance of 395.18 feet;

THENCE S10°13'31"W, 241.55 feet;

THENCE Around a tangent curve to the left having a central angle of 10°02'41", a radius of 500.00 feet, a chord of S05°12'11"W -87.54 feet, and an arc distance of 87.66 feet;

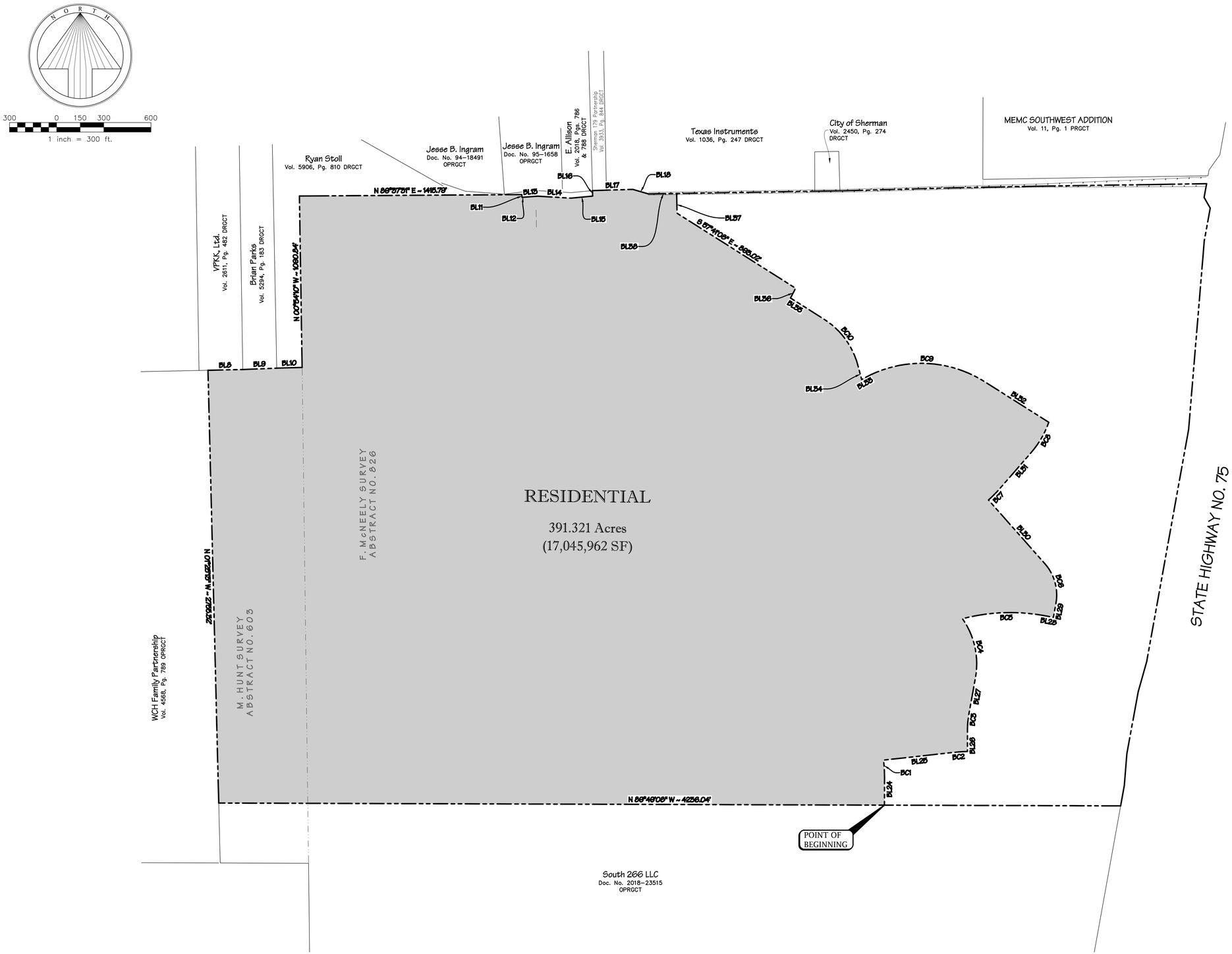
THENCE S00°10'50"W, 144.36 feet;

THENCE Around a non-tangent curve to the left having a central angle of 05°08'49", a radius of 1000.00 feet, a chord of S86°16'10"W -89.80 feet, and an arc distance of 89.83 feet;

THENCE S83°41'20"W, 446.53 feet;

THENCE Around a non-tangent curve to the right having a central angle of 6°29'15", a radius of 990 feet, a chord of S03°03'46"E -112.04 feet, and an arc distance of 112.10 feet;

THENCE S0°10'52"W, 174.72'feet to the POINT OF BEGINNING with the subject tract containing 17,045,962 square feet and 391.321 acres of land.



Curve Table			
Curve #	Length	Radius	Delta
BC10	372.53	500.00	42°41'21"
BC9	790.18	750.00	60°21'56"
BC8	226.58	600.00	21°38'13"
BC7	103.97	800.00	7°26'48"
BC6	270.91	300.00	51°44'24"
BC5	521.77	1200.00	24°54'46"
BC3	87.66	500.00	10°02'41"
BC2	89.83	1000.00	5°08'49"
BC1	112.10	990.00	6°29'15"
BC4	395.18	500.00	45°17'02"

Line Table		
Line #	Bearing	Distance
BL8	N 88°48'00" E	221.40'
BL9	N 87°40'02" E	216.09'
BL10	N 88°19'14" E	161.80'
BL11	S 03°36'18" E	18.73'
BL12	N 78°12'41" E	10.91'
BL13	N 85°50'44" E	89.81'
BL14	S 86°31'15" E	211.78'
BL15	N 84°29'14" E	137.85'
BL16	N 01°17'26" W	35.24'
BL17	N 88°20'08" E	257.02'
BL18	S 73°48'26" E	102.70'
BL24	S 00°10'52" W	174.72'
BL25	S 83°41'20" W	446.53'
BL26	S 00°10'50" W	144.36'
BL27	S 10°13'31" W	241.55'
BL28	N 79°45'58" W	62.55'
BL29	S 10°14'02" W	90.53'
BL30	S 41°30'22" E	541.35'
BL31	S 41°02'51" W	300.15'
BL32	S 57°42'14" E	484.67'

Line Table		
Line #	Bearing	Distance
BL33	N 60°44'53" E	30.96'
BL34	S 14°58'54" E	94.36'
BL35	S 57°40'15" E	252.32'
BL36	S 27°41'41" W	70.17'
BL37	S 01°03'09" E	125.85'
BL38	N 89°04'55" E	179.81'

SPIARS
ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

RESIDENTIAL PD MUD

CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

EXHIBIT - B

Issue Dates:

1/4/21

Date

Revisions

Scale: 1" = 300'

Drawn By:

Checked By:

Sheet

of

JOB # 20-213

Plotted by: lhoz18 Plot Date: 4/14/2022 10:56 AM
Drawing: C:\2020 JOBS\20-213 Hoggard - Sherman 850\20-213 MXB - MUD.dwg Saved By: Lhoz18 Save Time: 4/14/2022 10:56:42 AM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS CONSENTING TO THE CREATION OF SHEPHERD'S PLACE MUNICIPAL UTILITY DISTRICT NO. 1 OF GRAYSON COUNTY, WHICH LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF SHERMAN

WHEREAS, Sparks Shepard Ventures LLC, a Texas limited liability company (the "Petitioner"), desires that the City of Sherman, Texas consent to the creation of Shepherd's Place Municipal Utility District No. 1 of Grayson County (the "District") to serve the approximately 391.322 acres of land, more or less, in Grayson County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes; and

WHEREAS, the land to be included within the District is located wholly within the corporate limits of the City of Sherman, Texas; and

WHEREAS, the Petitioner has submitted to the Mayor and City Council of the City of Sherman, Texas a Petition for Consent to Creation of Shepherd's Place Municipal Utility District No. 1 of Grayson County; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the City Council of the City of Sherman, Texas desires to adopt a Resolution for the purpose of consenting to the creation of the District and consenting to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

Section 1. That the City Council of the City of Sherman hereby grants its consent to and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Sherman's consent to the creation of Shepherd's Place Municipal Utility District No. 1 of Grayson County on that portion of the property described on the attached metes and bounds description located within the corporate limits of the City.

Section 2. That this resolution take effect immediately from and after its passage and is accordingly so resolved.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

DULY RESOLVED by the City Council of the City of Sherman, Texas on the _____ day of _____, 20____.

_____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

EXHIBIT “A”
Legal Description of the Property

NOTE: CONCEPT PLAN IS PRELIMINARY AND SUBJECT TO CHANGE. ALL CHANGES MUST CONFORM TO ASSOCIATED PD GUIDELINES.

N
W E
S

0 125 250 500
1 inch = 250 ft.

Ryan Stoll
Vol. 5906, Pg. 810 DRGCT

Jesse B. Ingram
Doc. No. 94-18491
OPRGCT

Jesse B. Ingram
Doc. No. 95-1658
OPRGCT

E. Allison
Vol. 2018, Pgs. 786 & 788 DRGCT

Sherman Prp Partners
Vol. 3935, Pg. 844 DRGCT

City of Sherman
Vol. 2450, Pg. 274 DRGCT

MEMC SOUTHWEST ADDITION
Vol. 11, Pg. 1 PRGCT

SHEPHERD DRIVE

VPKK, Ltd.
Vol. 2611, Pg. 482 DRGCT

Brian Parks
Vol. 5294, Pg. 183 DRGCT

WCH Family Partnership
Vol. 4568, Pg. 789 OPRGCT

South 266 LLC
Doc. No. 2018-23515
OPRGCT

US 75

Pre-Project 100 YR Floodplain Line As Per Flood Study Prepared By Cardinal Strategies

FEMA FIRM Zone "A"

Proposed Trail

80' Water Esmt. 2050/653 DRGCT

40' Pipeline Esmt. 4830/506 DRGCT

20' San. Sewer Esmt. In 1133/143 & 1133/147 DRGCT To Be Abandoned

COMMERCIAL TIRZ BOUNDARY
RESIDENTIAL TIRZ/MUD BOUNDARY

Proposed Park

Existing Pond

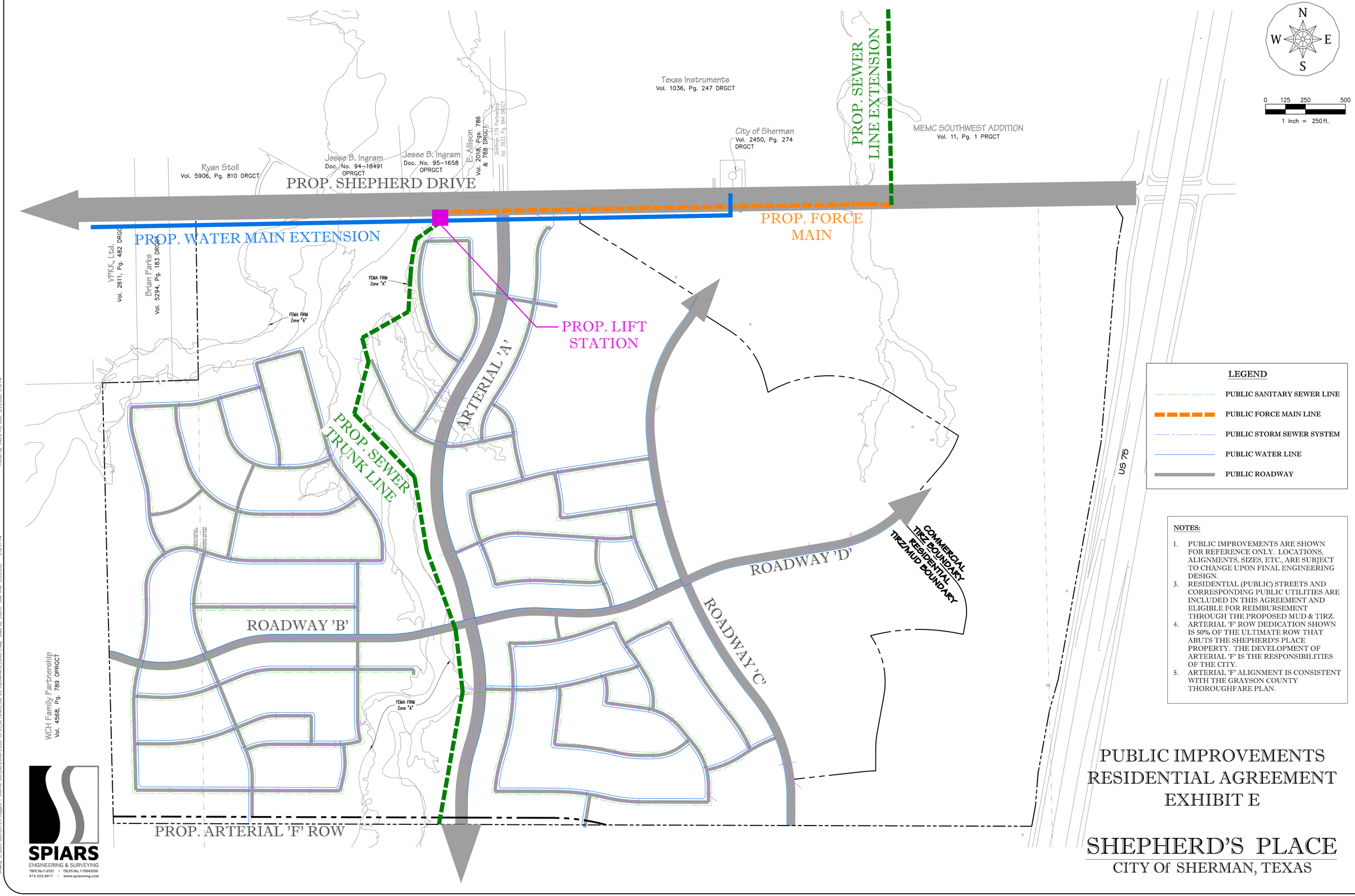
Proposed Retention Facility

20' Sewer Esmt. Vol. 1133, Pg.143 O.R.C.C.T.

SPIARS
ENGINEERING & SURVEYING
TBPE No. F-2121 • TBPLS No. F-10043100
972.422.0077 • www.spiarseng.com

CONCEPT LAYOUT - EXHIBIT D
SHEPHERD'S PLACE
CITY OF SHERMAN, TEXAS

Plotted by: RichB Plot Date: 2/3/2022 3:51 PM
Drawing: G:\2020 JOBS\20-213 Haggard - Sherman BDD\CAD\Concept.dwg Saved By: LindsB Save Time: 2/3/2022 3:50:56 PM



NOTES:

1. PUBLIC IMPROVEMENTS ARE SHOWN FOR REFERENCE ONLY. LOCATIONS, ALIGNMENTS, SIZES, ETC., ARE SUBJECT TO CHANGE UPON FINAL ENGINEERING DESIGN.
3. RESIDENTIAL (PUBLIC) STREETS AND CORRESPONDING PUBLIC UTILITIES ARE INCLUDED IN THIS AGREEMENT AND ELIGIBLE FOR REIMBURSEMENT THROUGH THE PROPOSED MUD & TIRZ.
4. ARTERIAL 'F' ROW DEDICATION SHOWN IS 50% OF THE ULTIMATE ROW THAT ABUTS THE SHEPHERD'S PLACE PROPERTY. THE DEVELOPMENT OF ARTERIAL 'F' IS THE RESPONSIBILITIES OF THE CITY.
5. ARTERIAL 'F' ALIGNMENT IS CONSISTENT WITH THE GRAYSON COUNTY THOROUGHFARE PLAN.

PUBLIC IMPROVEMENTS RESIDENTIAL AGREEMENT EXHIBIT E

SHEPHERD'S PLACE

CITY Of SHERMAN, TEXAS

SPIARS
ENGINEERING & SURVEYING
TBPE No F-2121 • TBPLS No. F-10043100
972.422.0077 • www.spiarseng.com

Drawing: G:\2020_JOBS\20-213 Hoopgrad – Sherman 800\CAD\EXHIBITS\2021 03 23_DA Exhibits_Res Unit Improvements_Exhibit E.dwg Saved By: lisha28 Save Time: 3/23/2022 3:58:27 PM Plotted by: lisha28 Plot Date: 3/23/2022 3:59 PM

EXHIBIT F

ONSITE (POD #1)			
ON	SWPPP/Inspection	$	42,400.00
ON	Construction Materials Testing	$	148,400.00
ON	Excavation	$	789,563.20
ON	Water Infrastructure	$	864,074.42
ON	Sewer Infrastructure	$	875,039.96
ON	Storm Sewer	$	1,198,018.00
ON	Pavement	$	2,032,343.99
ON	Retaining Walls	$	954,000.00
ON	Erosion Control	$	69,384.62
ON	Street Lights	$	81,000.00
ON	Street Signs	$	10,500.00
ON	Stop Signs	$	8,500.00
ON	Mailboxes	$	42,824.00
ON	Franchise Utilities	$	466,400.00
ON	Survey/Platting/Eng/Permitting	$	856,089.05
ON	Maintenance Bond (2 yr, 100%)	$	49,694.76
ON	Construction Mgmt	$	106,000.00
ON	Misc & Contingency	$	763,214.30
	Onsite Total	**$**	**9,357,446.30**

ONSITE (POD #2)			
ON	SWPPP/Inspection	$	40,400.00
ON	Construction Materials Testing	$	141,400.00
ON	Excavation	$	701,197.00
ON	Water Infrastructure	$	711,065.54
ON	Sewer Infrastructure	$	742,935.05
ON	Storm Sewer	$	1,148,084.00
ON	Pavement	$	1,592,717.03
ON	Retaining Walls	$	909,000.00
ON	Erosion Control	$	58,078.28
ON	Street Lights	$	67,500.00
ON	Street Signs	$	8,000.00
ON	Stop Signs	$	9,500.00
ON	Mailboxes	$	40,804.00
ON	Franchise Utilities	$	444,400.00
ON	Survey/Platting/Eng/Permitting	$	821,802.06
ON	Maintenance Bond (2 yr, 100%)	$	41,948.02
ON	Construction Mgmt	$	101,000.00
ON	Misc & Contingency	$	665,702.89
	Onsite Total	**$**	**8,245,533.87**

EXHIBIT F

ONSITE (POD #3A)			
ON	SWPPP/Inspection	$	11,400.00
ON	Construction Materials Testing	$	39,900.00
ON	Excavation	$	243,039.00
ON	Water Infrastructure	$	208,593.36
ON	Sewer Infrastructure	$	233,094.03
ON	Storm Sewer	$	312,189.00
ON	Pavement	$	646,406.88
ON	Retaining Walls	$	256,500.00
ON	Erosion Control	$	73,511.91
ON	Street Lights	$	22,500.00
ON	Street Signs	$	3,500.00
ON	Stop Signs	$	2,500.00
ON	Mailboxes	$	11,514.00
ON	Franchise Utilities	$	125,400.00
ON	Survey/Platting/Eng/Permitting	$	549,496.33
ON	Maintenance Bond (2 yr, 100%)	$	14,002.83
ON	Construction Mgmt	$	28,500.00
ON	Misc & Contingency	$	220,405.10
	Onsite Total	**$**	**3,002,452.44**

ONSITE (POD #3B)			
ON	SWPPP/Inspection	$	31,800.00
ON	Construction Materials Testing	$	111,300.00
ON	Excavation	$	596,551.00
ON	Water Infrastructure	$	618,278.92
ON	Sewer Infrastructure	$	672,491.00
ON	Storm Sewer	$	1,058,239.50
ON	Pavement	$	1,716,656.30
ON	Retaining Walls	$	715,500.00
ON	Erosion Control	$	58,436.36
ON	Street Lights	$	49,500.00
ON	Street Signs	$	7,500.00
ON	Stop Signs	$	8,500.00
ON	Mailboxes	$	32,118.00
ON	Franchise Utilities	$	349,800.00
ON	Survey/Platting/Eng/Permitting	$	723,221.63
ON	Maintenance Bond (2 yr, 100%)	$	40,656.66
ON	Construction Mgmt	$	79,500.00
ON	Misc & Contingency	$	606,732.77
	Onsite Total	**$**	**7,476,782.14**

EXHIBIT F

ONSITE (POD #4)			
ON	SWPPP/Inspection	$	38,000.00
ON	Construction Materials Testing	$	133,000.00
ON	Excavation	$	660,170.00
ON	Water Infrastructure	$	702,248.33
ON	Sewer Infrastructure	$	721,698.17
ON	Storm Sewer	$	907,490.50
ON	Pavement	$	1,712,863.62
ON	Retaining Walls	$	855,000.00
ON	Erosion Control	$	64,019.62
ON	Street Lights	$	63,000.00
ON	Street Signs	$	9,500.00
ON	Stop Signs	$	11,500.00
ON	Mailboxes	$	38,380.00
ON	Franchise Utilities	$	418,000.00
ON	Survey/Platting/Eng/Permitting	$	888,022.02
ON	Maintenance Bond (2 yr, 100%)	$	40,443.01
ON	Construction Mgmt	$	95,000.00
ON	Misc & Contingency	$	633,487.02
	Onsite Total	**$**	**7,991,822.29**

EXHIBIT F

MAJOR DEVELOPMENT IMPROVEMENTS

SANITARY SEWER TRUNK LINE & LIFT STATION			
SS & LS	Erosion Control	$	101,914.32
SS & LS	Sanitary Sewer	$	898,533.52
SS & LS	Lift Station	$	2,000,000.00
SS & LS	Soft Cost	$	633,793.11
SS & LS	**Sanitary Sewer Total**	**$**	**3,634,240.95**
SANITARY SEWER TRUNK LINE & LIFT STATION (OVERSIZE)			
OVER	Sanitary Sewer	$	1,499,834.60
OVER	Lift Station	$	3,000,000.00
OVER	Soft Cost	$	1,033,317.30
OVER	**Sanitary Sewer Total**	**$**	**5,533,151.90**
OFFSITE SANITARY SEWER			
SS & LS	Erosion Control	$	14,425.13
SS & LS	Sanitary Sewer Construction & Soft Costs	$	557,774.88
SS & LS	**Sanitary Sewer Total**	**$**	**572,200.01**
OFFSITE SHEPHERD'S DRIVE			
OFF	Construction Cost	$	2,646,272.78
OFF	Engineering	$	382,478.19
OFF	Miscellaneous Land Cost	$	56,300.00
OFF	Development Cost	$	79,024.84
OFF	**Offsite Shepherd's Drive Total**	**$**	**3,164,075.81**
ROAD 'A'			
A	Construction Cost	$	4,003,466.38
A	Engineering	$	720,500.00
A	Miscellaneous Land Cost	$	126,500.00
A	Development Cost	$	133,622.86
A	**Road 'A' Total**	**$**	**4,984,089.24**
ROAD 'B'			
B	Construction Cost	$	3,576,061.20
B	Engineering	$	520,648.57
B	Miscellaneous Land Cost	$	122,250.00
B	Development Cost	$	119,072.00
B	**Road 'B' Total**	**$**	**4,338,031.77**

SEE MAJOR DEVELOPMENT IMPROVEMENTS CONT…

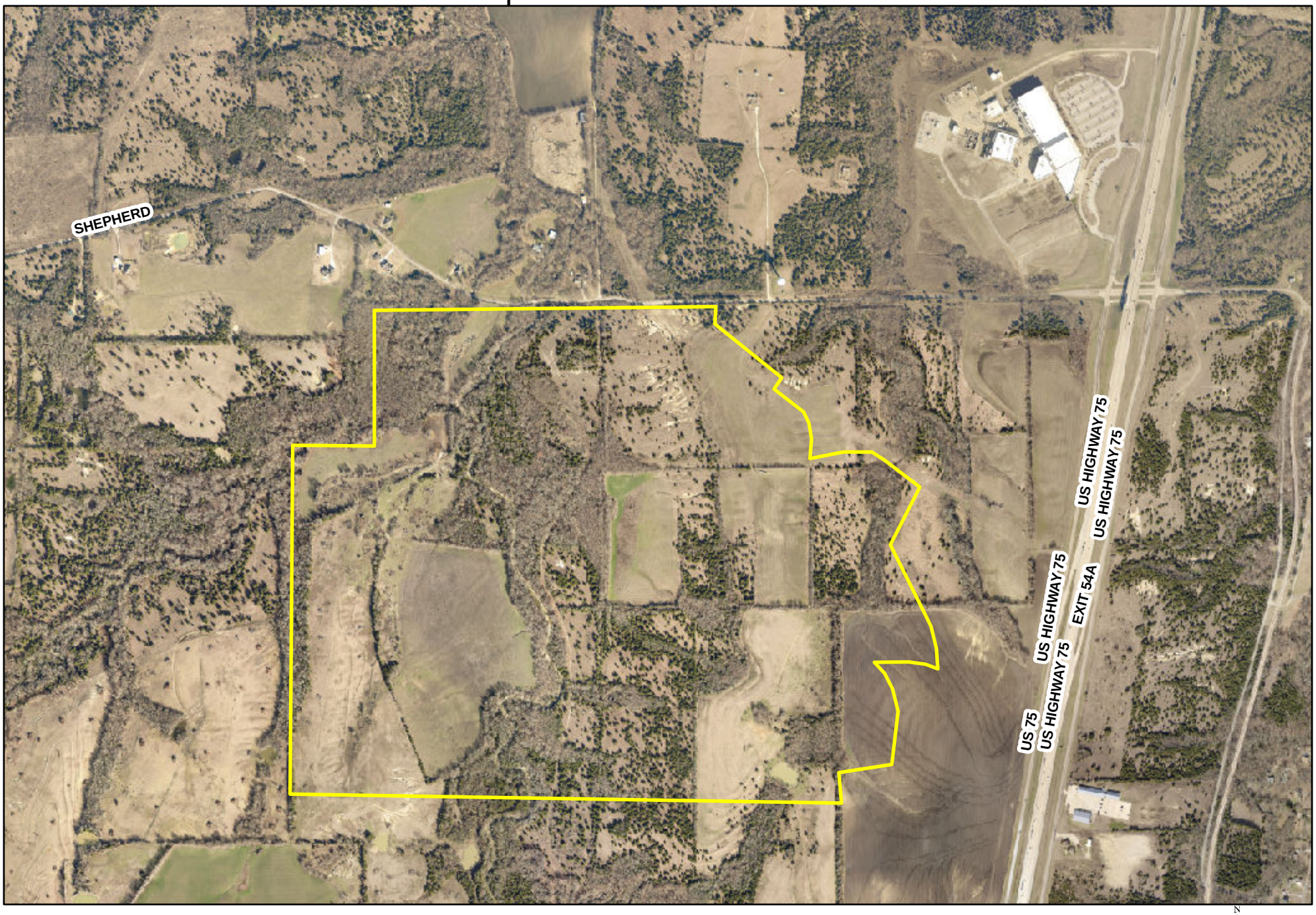
EXHIBIT F

MAJOR DEVELOPMENT IMPROVEMENTS CONT…			
ROAD 'C'			
C	Construction Cost	$	2,412,643.66
C	Engineering	$	354,769.91
C	Miscellaneous Land Cost	$	68,211.70
C	Development Cost	$	81,153.88
C	**Road 'C' Total**	**$**	**2,916,779.16**
ROAD 'D'			
D	Construction Cost	$	1,543,281.52
D	Engineering	$	226,059.42
D	Miscellaneous Land Cost	$	44,000.00
D	Development Cost	$	43,087.86
D	**Road 'D' Total**	**$**	**1,856,428.80**
	MAJOR DEVELOPMENT IMPROVEMENTS TOTAL	**$**	**26,998,997.63**

On Site Total	**$**	**36,074,037.04**
Sewer Total	**$**	**4,206,440.96**
Roadway Improvement Total	**$**	**17,259,404.77**
OVERSIZE IMPROVEMENTS TOTAL	**$**	**5,533,151.90**
	$	**63,073,034.67**

*The sources and uses of funds shown here are preliminary based on currently available estimates of design, construction, easement acquisition, and construction administration. These estimates are preliminary and do not include, among other things, interest cost, issuance costs, and construction inflation.

Shepherd's Place Residential



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 3.**

Meeting Date: 05/16/2022

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6890

For the Commitment and Endorsement of Texoma Area Paratransit System, Inc. (TAPS) New Administrative/Operations Facility and Future Transit Terminal

Issue:

For the Commitment and Endorsement of Texoma Area Paratransit System, Inc. (TAPS) New Administrative/Operations Facility and Future Transit Terminal

Background:

TAPS was incorporated on July 14, 1986, as a Texas nonprofit corporation. Its purpose is to provide coordinated transportation services to the public in Clay, Cooke, Fannin, Grayson, Montague and Wise counties. TAPS' mission is to provide safe, reliable and cost effective public transportation services that increase mobility and improve the quality of life for residents within the service area.

In May 2021, TAPS requested consultant assistance through the Texas Department of Transportation (TXDOT) to study and develop an updated facility needs assessment for its facilities to meet the current and future needs of its market. The Federal Transportation Administration and TXDOT have approved $4.5 million for the purpose of designing and constructing a new administration/operations facility and future transit terminal at its site on 6104 Texoma Parkway, Sherman, TX. On March 23, 2022, the TAPS Board of Directors unanimously approved the Final Needs Assessment Report covering the initial design and construction of the new administration/operations facility and future transit terminal.

The TAPS' Board of Directors seeks the support of its stakeholders within the TAPS service area for this new facility.

Origination:

TAPS Board of Directors

Financial Consideration:

This resolution is for support only. No financial resources are requested.

Staff Recommendation:

Staff recommends the approval of this resolution.

Alternatives:

As directed by Council

Attachments

Resolution No. 6890

County Resolution

RESOLUTION NO. 6890

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FOR THE COMMITMENT AND ENDORSEMENT OF TEXOMA AREA PARATRANSIT SYSTEM, INC. (TAPS) NEW ADMINISTRATIVE/OPERATIONS FACILITY AND FUTURE TRANSIT TERMINAL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSES WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, TAPS was incorporated on July 14, 1986, as a Texas nonprofit corporation. Its purpose is to provide coordinated transportation services to the public in Clay, Cooke, Fannin, Grayson, Montague and Wise counties; and,

WHEREAS, TAPS' Board of Directors includes elected officials from each county within the service area and officials from the City of Bonham, City of Denison and City of Sherman; and,

WHEREAS, TAPS' mission is to provide safe, reliable and cost effective public transportation services that increase mobility and improve the quality of life for residents with in the service area; and,

WHEREAS, in May 2021, TAPS requested consultant assistance through the Texas Department of Transportation, (TXDOT) study and develop an updated facility needs assessment for its facilities to meet the current and future needs of its market; and,

WHEREAS, the Federal Transportation Administration and TXDOT have approved $4.5 million for the purpose of designing and constructing a new administration/operations facility and future transit terminal at its site on 6104 Texoma Parkway, Sherman, TX; and,

WHEREAS, on March 23, 2022 the TAPS Board of Directors unanimously approved the Final Needs Assessment Report covering the initial design and construction of the new administration/operations facility and future transit terminal; and,

WHEREAS, the TAPS' Board of Directors seeks the support of its stakeholders within the TAPS service area for this new facility.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CTY OF SHERMAN, TEXAS:

SECTION 1. The City Council of the City of Sherman, Texas, supports the efforts of the TAPS Board of Directors to design and construct a new TAPS administrative/operations facility and future Transit Terminal to be located at 6104 Texoma Parkway, Sherman, TX.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

COMMITMENT AND ENDORSEMENT OF TEXOMA AREA PARATRANSIT SYSTEM, INC. (TAPS) NEW ADMINISTRATIVE/OPERATIONS FACILITY AND FUTURE TRANSIT TERMINAL

WHEREAS, TAPS was incorporated on July 14, 1986, as a Texas nonprofit corporation. Its purpose is to provide coordinated transportation services to the public in Clay, Cooke, Fannin, Grayson, Montague and Wise counties; and,

WHEREAS, TAPS' Board of Directors includes elected officials from each county within the service area and officials from the City of Bonham, City of Denison and City of Sherman; and,

WHEREAS, TAPS' mission is to provide safe, reliable and cost effective public transportation services that increase mobility and improve the quality of life for residents with in the service area; and,

WHEREAS, in May 2021, TAPS requested consultant assistance through the Texas Department of Transportation, (TXDOT) study and develop an updated facility needs assessment for its facilities to meet the current and future needs of its market; and,

WHEREAS, the Federal Transportation Administration and TXDOT have approved $4.5 million for the purpose of designing and constructing a new administration/operations facility and future transit terminal at its site on 6104 Texoma Parkway, Sherman, TX; and,

WHEREAS, on March 23, 2022 the TAPS Board of Directors unanimously approved the Final Needs Assessment Report covering the initial design and construction of the new administration/operations facility and future transit terminal; and,

WHEREAS, the TAPS' Board of Directors seeks the support of its stakeholders within the TAPS service area for this new facility.

NOW, THEREFORE BE IT RESOLVED THAT:

The Grayson County Commissioners Court supports the efforts of the TAPS Board of Directors to design and construct a new TAPS administrative/operations facility and future Transit Terminal to be located at 6104 Texoma Parkway, Sherman, TX.

Adopted this 19th day of April, 2022 at a regular meeting of the Grayson County Commissioners Court.

County Judge Bill Magers

Commissioner Jeff Whitmire
Precinct One

Commissioner David Whitlock
Precinct Two

Commissioner Phyllis James
Precinct Three

Commissioner Bart Lawrence
Precinct Four

Attest: Dana Patterson
County Clerk

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 4.**

Meeting Date: 05/16/2022

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6891***

Awarding a Bid to and Authorizing Execution of a Contract with Hayes Construction, LLC, Based on an Invitation to Bid for the 15" Sewer Main Along East Service Road Hwy.75

Issue:

To consider awarding a bid to and authorizing execution of a contract with Hayes Construction, LLC of Murphy, Texas, based on an invitation to bid for the 15" Sewer Main Along East Service Road Hwy.75

Background:

This project is part of the 2022 Capital Improvement Program Budget. This project will replace approximately 320 feet of existing undersized sewer line.

Five (5) bidders responded to the request for bids. The lowest responsible responsive bid in the amount of $132,520.00 was submitted by Hayes Construction, LLC of Murphy, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

The cost of the project is $132,520.00. Funding is available in the 2021 GTUA Open Market Budget.

Staff Recommendation:

It is recommended that the bid be awarded for the 15" Sewer Main Along East Service Road Hwy.75 to Hayes Construction, LLC, in the amount of $132,520.00. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6891
Unsigned - Agreement
Bid Tabulation
Location Map

RESOLUTION NO. 6891

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH HAYES CONSTRUCTION, LLC, BASED ON AN INVITATION TO BID FOR THE 15" SEWER MAIN ALONG EAST SERVICE ROAD HWY. 75; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That Hayes Construction, LLC, of Murphy, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Hayes Construction, LLC, in the amount of One Hundred Thirty-Two Thousand Five Hundred Twenty Dollars and Zero Cents ($132,520.00) for the 15" Sewer Main Along East Service Road Hwy. 75; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Hayes Construction, LLC, for the aforementioned improvements, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____
LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 16th day of May 2022, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Hayes Construction LLC, of the City of Murphy, County of Collin, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

15" Sewer Main Along East Service Road Hwy. 75

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within Ninety **(90)** calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR One Hundred Thirty-Two Thousand Five Hundred Twenty Dollars and Zero Cents **($132,520.00)** in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER) **ATTEST:**

By:_____ By:_____
Robby Hefton, City Manager Linda Ashby, City Clerk

By:_____ By:_____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I,_____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that_____, who signed this Contract on behalf of the CONTRACTOR is the_____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

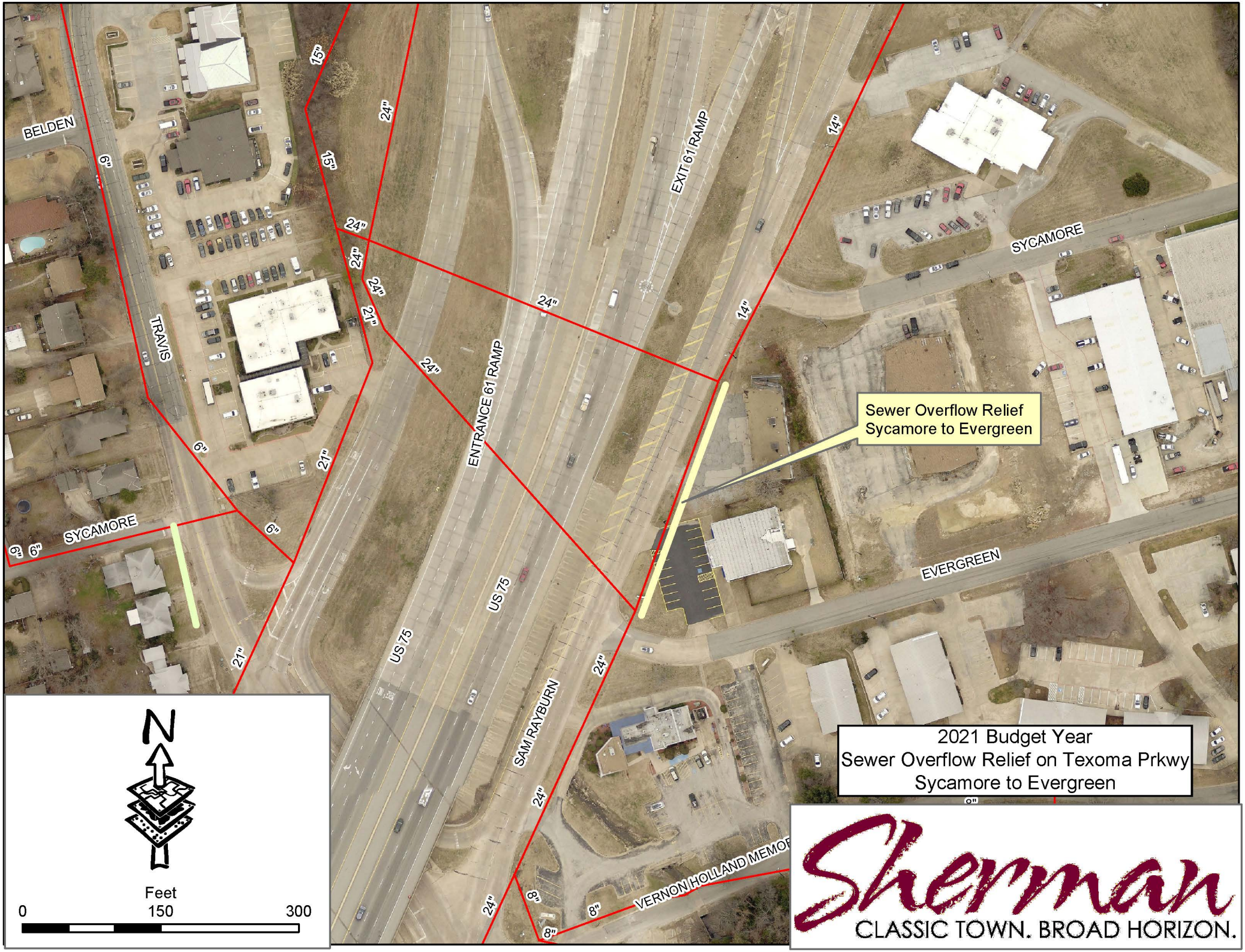
Corporate Seal

Bid Tabulation
Project: 15" Sewer Main Along East Service Road Hwy. 75
Owner: City of Sherman
Number: 2022-12
Public Works Project # 1469-U and Bid Number 2022-12
Date: 4/28/2022

Item	Description	Estimated Quantity		Hayes Construction, LLC. Unit Price	Hayes Construction, LLC. Total Price	Canary Construction, Inc. Unit Price	Canary Construction, Inc. Total Price	Atkins Bros. Equip. Co. Unit Price	Atkins Bros. Equip. Co. Total Price
1	15” SDR 26 ASTM D3034 PVC Pipe	320	LF	$138.00	$44,160.00	$250.00	$80,000.00	$275.00	$88,000.00
2	5’ Diameter Manhole Lined Raven 405	2	EA	$15,000.00	$30,000.00	$25,000.00	$50,000.00	$29,000.00	$58,000.00
3	Connect to Existing Manhole With Internal Drop Connection	1	EA	$4,500.00	$4,500.00	$3,500.00	$3,500.00	$12,000.00	$12,000.00
4	Connect to Existing 14” PVC	1	EA	$1,700.00	$1,700.00	$2,400.00	$2,400.00	$4,000.00	$4,000.00
5	Abandon Existing Manhole	1	EA	$2,000.00	$2,000.00	$1,500.00	$1,500.00	$5,000.00	$5,000.00
6	8” PVC Stub out	1	EA	$900.00	$900.00	$2,200.00	$2,200.00	$1,000.00	$1,000.00
7	Cut and Plug Existing Main	2	EA	$1,200.00	$2,400.00	$1,500.00	$3,000.00	$3,000.00	$6,000.00
8	Remove & Replace Existing Asphalt Pavement	1,063	SF	$20.00	$21,260.00	$25.00	$26,575.00	$17.00	$18,071.00
9	Temporary Sewer Bypass Piping, Complete	1	LS	$9,000.00	$9,000.00	$28,000.00	$28,000.00	$15,000.00	$15,000.00
10	Reconnect Existing Laterals	3	EA	$2,200.00	$6,600.00	$1,560.00	$4,680.00	$3,000.00	$9,000.00
11	Erosion Control & SWPPP	1	LS	$3,500.00	$3,500.00	$2,900.00	$2,900.00	$5,000.00	$5,000.00
12	Traffic Control	1	LS	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$1,000.00	$1,000.00
13	Trench Safety	320	LF	$12.50	$4,000.00	$10.00	$3,200.00	$1.00	$320.00
	Total Base Bid				**$132,520.00**		**$212,455.00**		**$222,391.00**

Bid Tabulation
Project: 15" Sewer Main Along East Service Road Hwy. 75
Owner: City of Sherman
Number: 2022-12
Public Works Project # 1469-U and Bid Number 2022-12
Date: 4/28/2022

Item	Description	Estimated Quantity		J&L Construction LLC Unit Price	J&L Construction LLC Total Price	Lynn Vessels Construction LLC Unit Price	Lynn Vessels Construction LLC Total Price	Unit Price	Total Price
1	15” SDR 26 ASTM D3034 PVC Pipe	320	LF	$356.00	$113,920.00	$353.32	$113,062.40		$0.00
2	5’ Diameter Manhole Lined Raven 405	2	EA	$18,599.00	$37,198.00	$16,404.63	$32,809.26		$0.00
3	Connect to Existing Manhole With Internal Drop Connection	1	EA	$5,050.00	$5,050.00	$9,533.75	$9,533.75		$0.00
4	Connect to Existing 14” PVC	1	EA	$2,044.00	$2,044.00	$867.90	$867.90		$0.00
5	Abandon Existing Manhole	1	EA	$2,132.00	$2,132.00	$11,572.00	$11,572.00		$0.00
6	8” PVC Stub out	1	EA	$2,280.00	$2,280.00	$1,347.88	$1,347.88		$0.00
7	Cut and Plug Existing Main	2	EA	$4,616.50	$9,233.00	$1,315.00	$2,630.00		$0.00
8	Remove & Replace Existing Asphalt Pavement	1,063	SF	$21.18	$22,514.34	$17.78	$18,900.14		$0.00
9	Temporary Sewer Bypass Piping, Complete	1	LS	$16,324.00	$16,324.00	$78,426.03	$78,426.03		$0.00
10	Reconnect Existing Laterals	3	EA	$3,148.67	$9,446.01	$1,972.50	$5,917.50		$0.00
11	Erosion Control & SWPPP	1	LS	$9,427.00	$9,427.00	$6,913.61	$6,913.61		$0.00
12	Traffic Control	1	LS	$3,100.00	$3,100.00	$10,322.75	$10,322.75		$0.00
13	Trench Safety	320	LF	$15.06	$4,819.20	$4.01	$1,283.20		$0.00
	Total Base Bid				**$237,487.55**		**$293,586.42**		**$0.00**


BELDEN
TRAVIS
SYCAMORE
ENTRANCE 61 RAMP
EXIT 61 RAMP
US 75
US 75
SAM RAYBURN
VERNON HOLLAND MEMOR
EVERGREEN
SYCAMORE
Sewer Overflow Relief
Sycamore to Evergreen
2021 Budget Year
Sewer Overflow Relief on Texoma Prkwy
Sycamore to Evergreen
N
Feet
0
150
300
Sherman
CLASSIC TOWN. BROAD HORIZON.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 5.**

Meeting Date: 05/16/2022

Prepared By: Jason Jeffcoat, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6892***

Authorizing the Purchase of Additional Consoles and Reconfiguration of Existing Consoles for the Sherman Police Department Dispatch From XyBix through Houston Galveston Area Council

Issue:

To consider approval of a resolution for purchase of additional consoles and reconfiguration of existing consoles for the Sherman Police Department Dispatch from XyBix through HGAC-Contract ECO7-20

Background:

$32,145.16 - Additional Consoles
$6,680.00 - Moving Existing Consoles
$12,289.33 – Reconfigure
$51,114.49

Origination:

Sherman Police Department

Financial Consideration:

Funding for this project is available in the FY2022 budget.

Staff Recommendation:

It is recommended that staff be authorized the purchase of additional consoles and reconfiguration of existing consoles for the Sherman Police Department Dispatch.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6892
Quote - Additional Consoles
Quote - Reconfiguration
Quote - Move Existing
Drawing of New Configuration
Agreement

RESOLUTION NO. 6892

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF ADDITIONAL CONSOLES AND RECONFIGURATION OF EXISTING CONSOLES FOR THE SHERMAN POLICE DEPARTMENT DISPATCH FROM XYBIX THROUGH HOUSTON GALVESTON AREA COUNCIL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from XyBix through the Houston Galveston Area Council for the purchase of additional consoles nad reconfiguration of existing consoles for the Sherman Police Department Dispatch at an estimated cost of Fifty One Thousand One Hundred Fourteen Dollars and Forty Nine Cents($51,114.49). Any agreements related to the purchase must be approved by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

LINDA ASHBY, CITY CLERK **DAVID PLYLER, MAYOR**

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner

xybix

Quote

Quote Number: 28495

Quote Date:	**4/1/2022**
Revision:	**C**
Orig Create Date:	**4/1/2022**
Expires:	**6/30/2022**
Opp #:	**0024378**

Terms: 1% 20 Days, NET 30 Days

QUOTE TO:
Acct: SHEPOLSHTX

Sherman Police Communications
PO Box 1106
Sherman TX 75091

Phone:
Email:

SHIP TO:
Sherman Police Communications
TBD
Sherman, TX 75090
USA

Salesperson: BRITTNEY MUSGRAVE
Phone: (214) 727-1681
Email: brittneym@xybix.com

HGAC CONTRACT EC07-20
EAGLE LINE
TAX EXEMPT #1-75-6000-669-8

2 additional consoles

04.01.2021 -Drawing R1 ~kmr - (2) Future Workstations
03.04.2021 -Drawing R0 ~kmr -(2) Future Workstations

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-DS - 29-48in - 12.0 LF @ $287.00/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	23	1.00 EA	$3,444.00	47.00 %	$1,825.32	$1,825.32
2.00	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 72W x 44D - Cable Management Included	2	2.00 EA	$1,571.00	47.00 %	$832.63	$1,665.26
3.00	15701	L4 Table Base	3	2.00 EA	$6,052.00	47.00 %	$3,207.56	$6,415.12
4.00	16745.	Monitor Mount 3 - Rollervision - Straight Dual Surface - 72W x 44D 16676 - Std VESA Mount 2 HI 2 Knuckle Qty = 3 Total: $2,898.00 - OPEN MARKET **OPEN MARKET**	4	2.00 EA	$5,552.00	47.00 %	$2,942.56	$5,885.12
5.00	13074	Ext Cable Monitor - TBD	5	12.00 EA	$88.00	47.00 %	$46.64	$559.68
5.01	16130-8	Datadock2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	6	2.00 EA	$602.00	47.00 %	$319.06	$638.12
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	7	2.00 EA	$156.00	47.00 %	$82.68	$165.36

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner

Quote

Quote Number: 28495

Quote Date:	**4/1/2022**
Revision:	**C**
Orig Create Date:	**4/1/2022**
Expires:	**6/30/2022**
Opp #:	**0024378**

Terms: 1% 20 Days, NET 30 Days

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	8	2.00 EA	$156.00	47.00 %	$82.68	$165.36
7.00	16708.	Axys Control System with Fan Base Price: $2,121.00 16707AXS - Heat - $594.00 - OPEN MARKET 16709AXS - Task Lights - $270.00 - OPEN MARKET 16771AXS - Axys Status Light 3 HI (Red, Yellow, Green)- $1,538.00 - OPEN MARKET	9	2.00 EA	$4,523.00	47.00 %	$2,397.19	$4,794.38
8.00	15463	Shelf Under Surface 19W x 9D - Metal	11	2.00 EA	$146.00	47.00 %	$77.38	$154.76
8.01	15476	Shelf Under Surface USB Charging Upgrade Assembly	12	2.00 EA	$122.00	47.00 %	$64.66	$129.32
11.00	15709	Cable Bridge Straight Left Side	14	1.00 EA	$229.00	47.00 %	$121.37	$121.37
11.01	15710	Cable Bridge Straight Right Side	15	1.00 EA	$229.00	47.00 %	$121.37	$121.37
11.02	15447.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Left Access	16	1.00 EA	$1,673.00	47.00 %	$886.69	$886.69
11.03	15447.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Right Access	17	1.00 EA	$1,673.00	47.00 %	$886.69	$886.69
19.00	10176EXT	Cup Holder - Extended for Eagle	18	2.00 EA	$104.00	47.00 %	$55.12	$110.24
90.01	10166	Crating for Shipment	20	3.00 EA	$201.00	0.00 %	$201.00	$603.00
90.02	16139	Installers Kit Eagle Line	21	2.00 EA	$0.00	0.00 %	$0.00	$0.00
99.00	Other	Other Charges & Services	22	1.00 EA	$0.00	0.00 %	$0.00	$0.00

Line (22) - Miscellaneous Charge -

	Description	Ext. Price
1.)	LTL TKeep w Lift Install	1,552.00
2.)	Installation	5,466.00

List Price Total:	$46,875.00	Lines Total:	$25,127.16
		Line Miscellaneous Charges Total:	$7,018.00
		Taxes Total:	$0.00
		Quote Total:	**$32,145.16**

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner

xybix

Quote

Quote Number: 28495

Quote Date:	**4/1/2022**
Revision:	**C**
Orig Create Date:	**4/1/2022**
Expires:	**6/30/2022**
Opp #:	**0024378**

Terms: 1% 20 Days, NET 30 Days

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of $75 per man hour straight time and $115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner

xybix

Quote

Quote Number: 28494

Quote Date:	**4/1/2022**
Revision:	**B**
Orig Create Date:	**4/1/2022**
Expires:	**6/30/2022**
Opp #:	**0024378**

Terms: 1% 20 Days, NET 30 Days

QUOTE TO:
Acct: SHEPOLSHTX

Sherman Police Communications
PO Box 1106
Sherman TX 75091

Phone:
Email:

SHIP TO:
Sherman Police Communications
TBD
Sherman, TX 75090
USA

Salesperson: BRITTNEY MUSGRAVE
Phone: (214) 727-1681
Email: brittneym@xybix.com

HGAC CONTRACT EC07-20
T-SERIES
TAX EXEMPT #1-75-6000-669-8

(Reconfigure)

04.01.2022 -Drawing R1 ~kmr - PRODUCT ONLY
03.04.2021 -Drawing R0 ~kmr -Move & Reconfigure

Quote for Move and Reinstall is on Separate Quote #30422

***Quote 30422 is to disassemble (4) existing Xybix Consoles located at 317 S. Travis Street, Sherman, TX 75090 Reinstall Consoles in configuration shown on Drawing at new location (4.4 Miles away) Address to be confirmed.*

***Customer is responsible for removing all equipment and electrical from the existing workstations prior to the move.*

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-DS - 29-48in - 19.0 LF @ $287.00/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	10	1.00 EA	$5,453.00	47.00 %	$2,890.09	$2,890.09
2.00	13924.	Worksurfaces Straight Front-Surface-Only-WSS	12	1.00 EA	$1,058.00	47.00 %	$560.74	$560.74
		OPEN MARKET						
11.00	15709	Cable Bridge Straight Left Side	11	1.00 EA	$229.00	47.00 %	$121.37	$121.37
11.01	15710	Cable Bridge Straight Right Side	3	1.00 EA	$229.00	47.00 %	$121.37	$121.37
11.02	15447.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Left - Back Access	4	2.00 EA	$1,673.00	47.00 %	$886.69	$1,773.38
11.03	15447.	CPU Cabinet - ERGO ACCESS Tech Tower 18Wx42H Right - Back Access	5	2.00 EA	$1,673.00	47.00 %	$886.69	$1,773.38
90.00	16448	HPL Laminate Surcharge	6	3.00 EA	$1,224.00	0.00 %	$1,224.00	$3,672.00

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner

xybix

Quote

Quote Number: 28494

Quote Date:	**4/1/2022**
Revision:	**B**
Orig Create Date:	**4/1/2022**
Expires:	**6/30/2022**
Opp #:	**0024378**

Terms: 1% 20 Days, NET 30 Days

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
90.01	10166	Crating for Shipment	9	2.00 EA	$201.00	0.00 %	$201.00	$402.00
90.02	12356	Installers Kit	7	4.00 EA	$0.00	0.00 %	$0.00	$0.00
99.00	Other	Other Charges & Services	8	1.00 EA	$0.00	0.00 %	$0.00	$0.00

Line (8) - Miscellaneous Charge -

	Description	Ext. Price
1.)	LTL TKeep w Lift - New Product	975.00

List Price Total:	$17,735.00	Lines Total:	$11,314.33
		Line Miscellaneous Charges Total:	$975.00
		Taxes Total:	$0.00
		Quote Total:	**$12,289.33**

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of $75 per man hour straight time and $115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
kristiner

xybix

Quote

Quote Number: 30422

Quote Date:	**4/1/2022**
Revision:	**D**
Orig Create Date:	**4/1/2022**
Expires:	**6/30/2022**
Opp #:	**0024378**

Terms: 1% 20 Days, NET 30 Days

QUOTE TO:
Acct: SHEPOLSHTX

Sherman Police Communications
PO Box 1106
Sherman TX 75091

Phone:
Email:

SHIP TO:
Sherman Police Communications
TBD
Sherman, TX 75090
USA

Salesperson: BRITTNEY MUSGRAVE
Phone: (214) 727-1681
Email: brittneym@xybix.com

HGAC CONTRACT EC07-20
T-SERIES
TAX EXEMPT #1-75-6000-669-8

04.01.2022 -Drawing R1 ~kmr - MOVE & REINSTALL QUOTE
03.04.2021 -Drawing R0 ~kmr -Move & Reconfigure

Moving

Quote for Product Only is on Separate Quote #28494

***Quote is to disassemble (4) existing Xybix Consoles located at 317 S. Travis Street, Sherman, TX 75090*
Reinstall Consoles in configuration shown on Drawing at new location (4.4 Miles away) Address to be confirmed.

***Customer is responsible for removing all equipment and electrical from the existing workstations prior to the move.*

Line	Part Num	Desc	Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
99.00	Other	Other Charges & Services	1.00 EA	$0.00	0.00 %	$0.00	$0.00

Line (1) - Miscellaneous Charge -

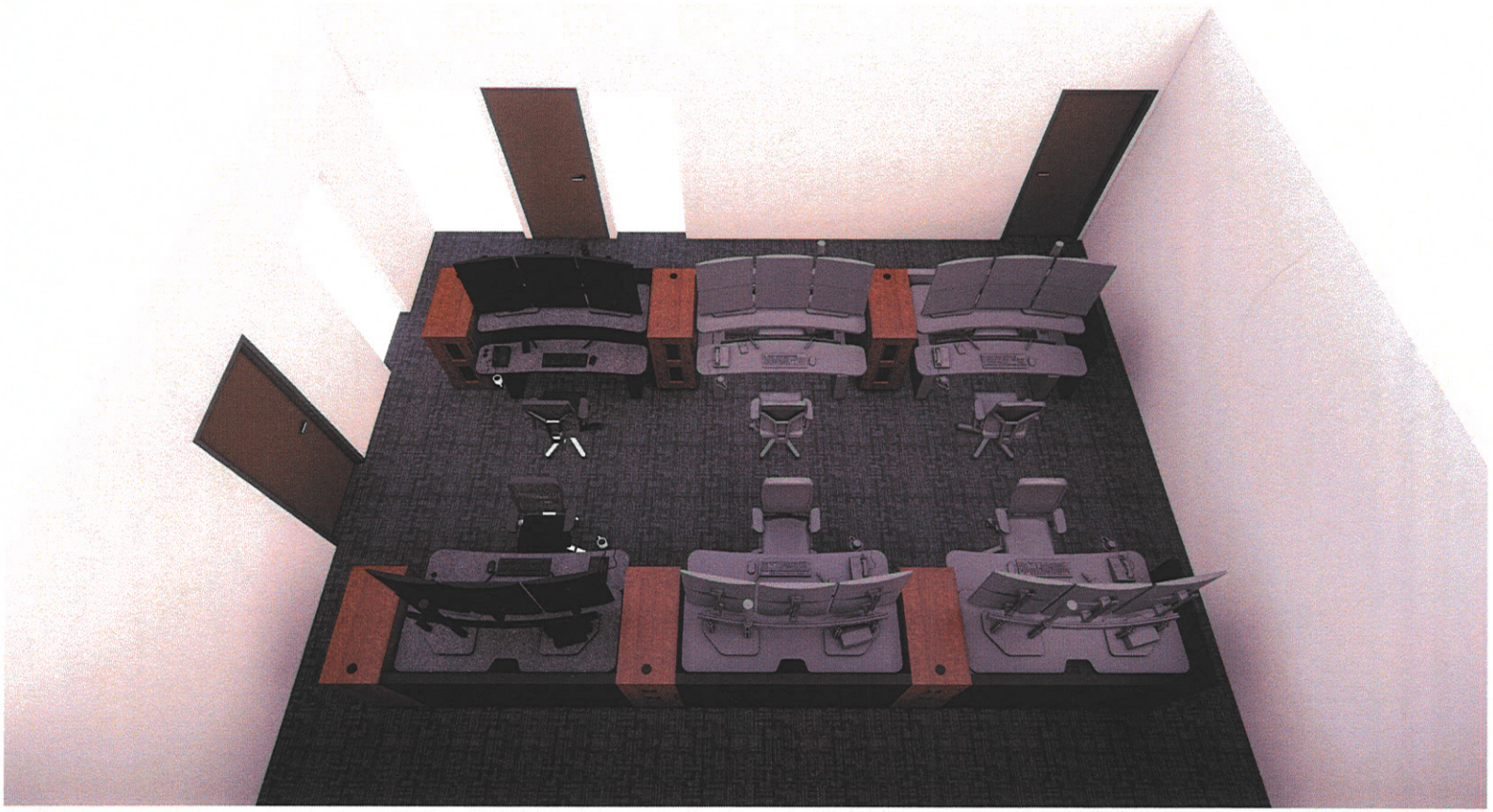
	Description	Ext. Price
1.)	Installation-Truck Fee	400.00
2.)	Installation-Move & Reinstall	6,280.00

List Price Total:	$0.00	Lines Total:	$0.00
		Line Miscellaneous Charges Total:	$6,680.00
		Taxes Total:	$0.00
		Quote Total:	**$6,680.00**

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of $75 per man hour straight time and $115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



xybix

8207 SouthPark Circle
Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Brittney Musgrave
Email : BrittneyM@xybix.com
Designer : Kristine Rouse
Email. : KristineR@xybix.com

Sherman Police Department
317 S. Travis
Sherman, TX 75090

FINISH SELECTIONS
Panel Trim : Black
Panel Fabric Upper : CF Stinson Nikko Shark NIK93
Panel Fabric Lower : CF Stinson Nikko Shark NIK93
Laminate Counter : Smoky Topaz 4589K
T-Mold : Black
Melamine : .
Edgeband : .
Handle : .

REVISIONS

REV	DESCRIPTION	DATE	DSGN
0	Drawing Creation	03.05.21	kmr
1	Relocate Tech Tower between workstations	03.31.22	kmr

Opportunity: 0024378

Drawing Name:
COVER PAGE

SHEET:	SCALE:
1 of 5	12" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

SIGN OFF APPROVAL: Furniture orders and product installation shall not proceed until the Client has given approval to these documents. Approval of the Client shall constitute approval of the drawings for contents, scope of work and all dimensions regarded by the Client as being necessary to the use of space, furnishings and equipment. Furniture orders, or product installation authorized by the Client from these documents, shall be interpreted by XYBIX as approval in full to these documents by the Client. Revisions after approval shall result in additional costs.

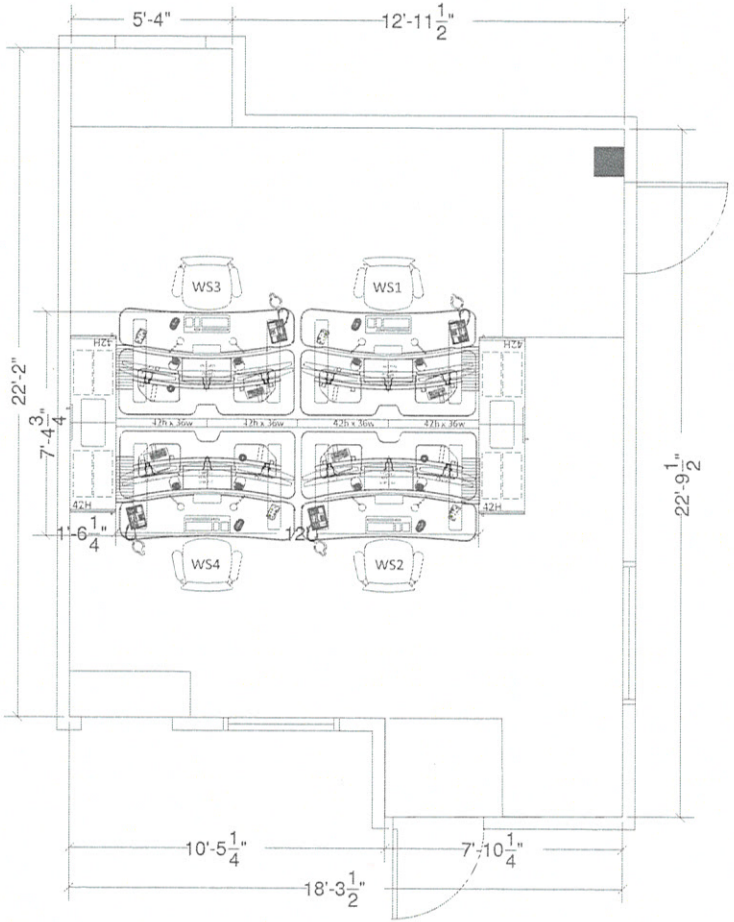
Signature:_____ Title:_____ Date:_____

Sign-Off Initials:
x_____

REV
1

EXISTING LOCATION:

317 SOUTH TRAVIS
SHERMAN, TX 75090



1 OVERALL VIEW - EXISTING LAYOUT
1/4" = 1'-0"

PLAN NORTH

xybix

8207 SouthPark Circle
Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Brittney Musgrave
Email : BrittneyM@xybix.com
Designer : Kristine Rouse
Email. : KristineR@xybix.com

Sherman Police Department
317 S. Travis
Sherman, TX 75090

Opportunity: 0024378

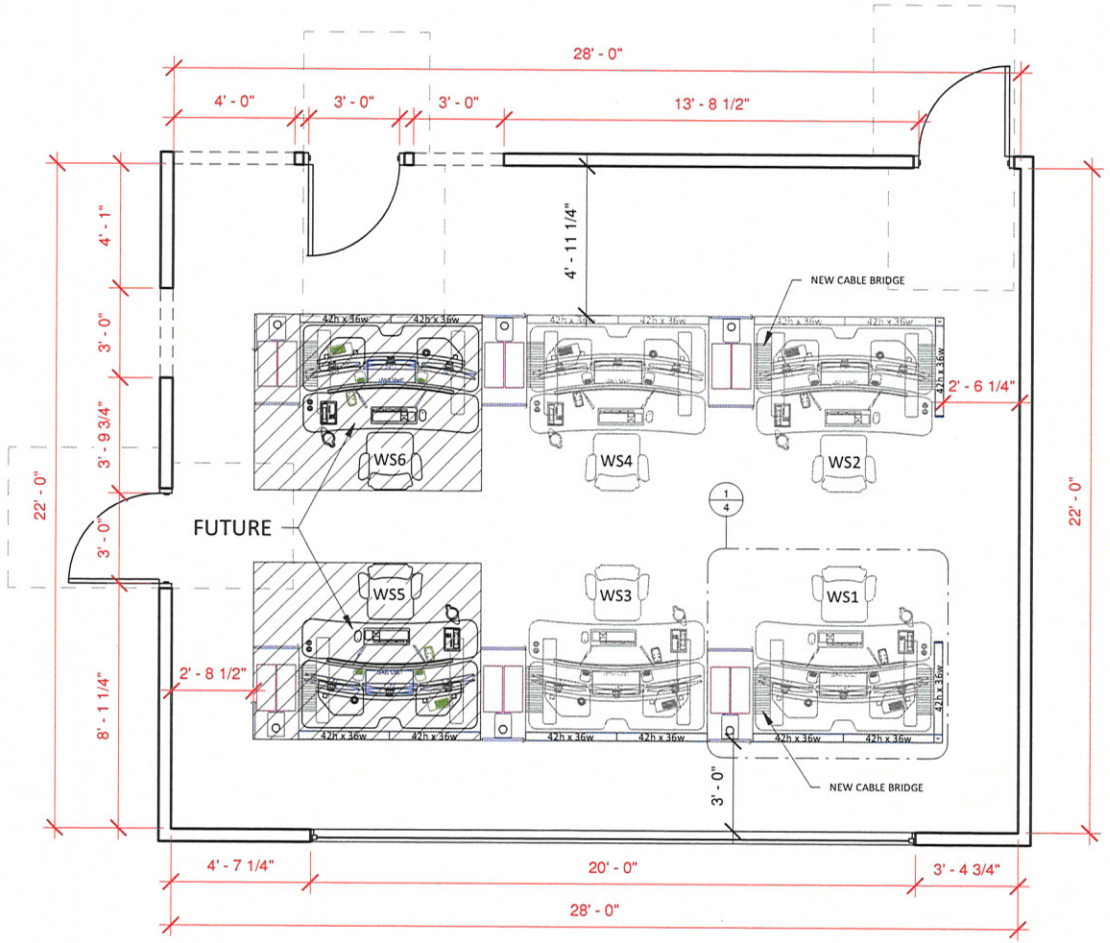
Drawing Name:
OVERALL VIEW

SHEET:	SCALE:
2 of 5	1/4" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

Sign-Off Initials: REV 1

x_____



CEILING HEIGHT: ?
POWER/DATA COMING FROM: FLOOR

ALL ROOM DIMENSIONS NEED TO BE VERIFIED
PRIOR TO INSTALLATION AND SIGN OFF

EXISTING FURNITURE
SHOWN IN GRAY

1 OVERALL VIEW - NEW LAYOUT
1/4" = 1'-0"

xybix

8207 SouthPark Circle
Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Brittney Musgrave
Email : BrittneyM@xybix.com
Designer : Kristine Rouse
Email. : KristineR@xybix.com

Sherman Police Department
317 S. Travis
Sherman, TX 75090

Opportunity: 0024378

Drawing Name:
OVERALL VIEW

SHEET:	SCALE:
3 of 5	1/4" = 1'-0"

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

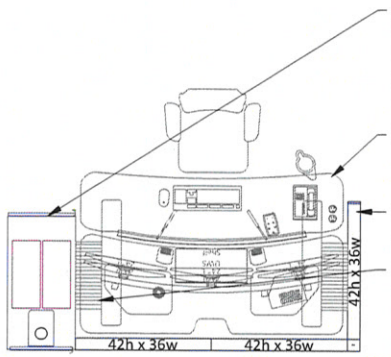
Sign-Off Initials: x_____

REV 1

PANEL FABRIC	EXISTING COUNTER	MELAMINE	HANDLE
NIKKO SHARK	SMOKY TOPAZ		

FINISHES

CONCEPTUAL IMAGES. REFER TO ACTUAL COLOR SAMPLES FOR EXACT COLOR REPRESENTATION



New (4) CPU Enclosure, **42" high**, Tech Tower with front and side locking access doors, (2) **fixed** shelves and (2) silent 45 CFM fans for active ventilation.
Maximum CPU dimension: 18"H x 7.5"W x 18"D

EXISTING Xybix **72"x44"** Dual Surface Console

New 42" High sound absorptive panel system. .55NRC Rating Standard

Existing Cable Bridge moved to opposite side of Console

1 TYPICAL WORKSTATION
3/8" = 1'-0"

xybix
8207 SouthPark Circle
Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Brittney Musgrave
Email : BrittneyM@xybix.com
Designer : Kristine Rouse
Email. : KristineR@xybix.com

Sherman Police Department
317 S. Travis
Sherman, TX 75090

Opportunity: 0024378

Drawing Name:
TYPICAL WORKSTATION

SHEET:	SCALE:
4 of 5	As indicated

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

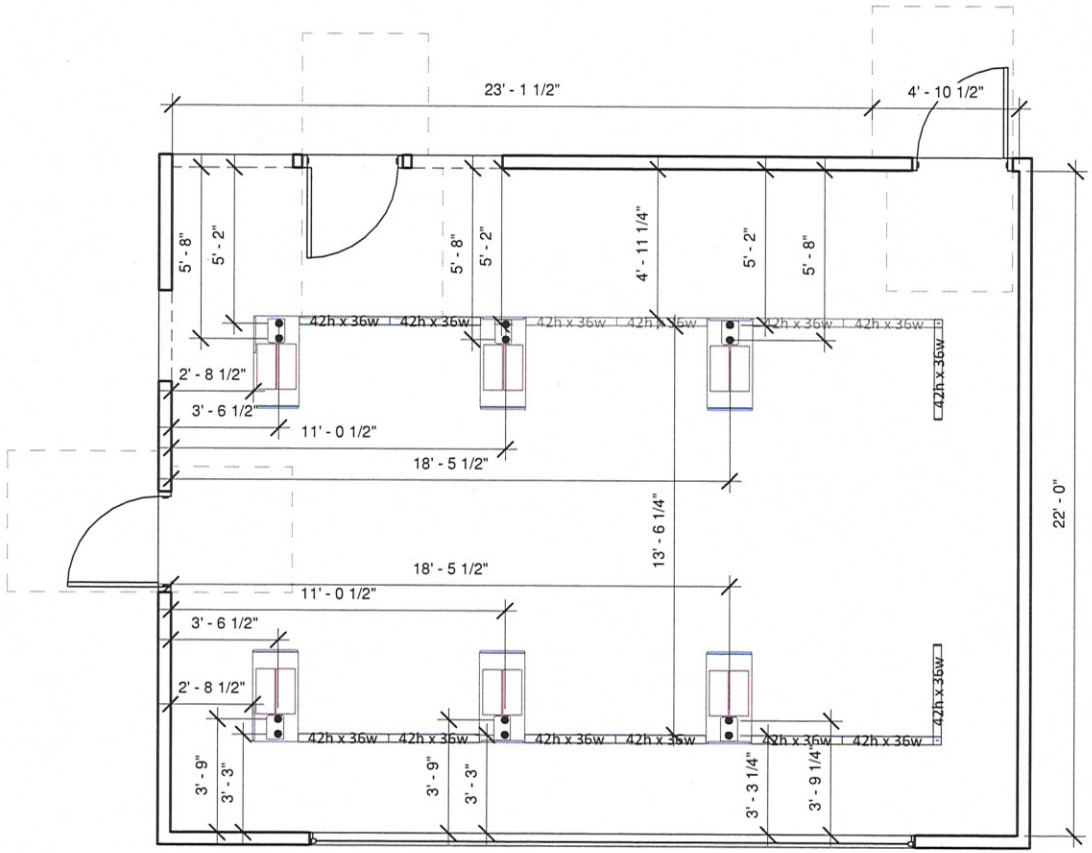
Sign-Off Initials:
x_____

REV 1

HOLE LOCATION

RECOMMENDED: (2) 2"-3" DIAMETER HOLES
PER CPU CABINET 6" APART ON CENTER

ALL WALL DIMENSIONS TO BE VERIFIED PRIOR
TO DRILLING HOLES



1 HOLE LOCATION PLAN
1/4" = 1'-0"

xybix
8207 SouthPark Circle
Littleton, CO. 80120
1.800.788.2810 F.303.683.5454
www.xybix.com

Sales : Brittney Musgrave
Email : BrittneyM@xybix.com
Designer : Kristine Rouse
Email. : KristineR@xybix.com

Sherman Police Department
317 S. Travis
Sherman, TX 75090

Opportunity: 0024378

Drawing Name:
HOLE LOCATION PLAN

SHEET:	SCALE:
5 of 5	As indicated

NOTE: This design & layout is the property of XYBIX Systems, Inc. & is not to be used in any written manner without express written permission by XYBIX Systems, Inc.

Sign-Off Initials: x_____ REV 1

Res. 2724

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91·153

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TEXAS 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

(over)

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY _____
TALMADGE N. BUIE
CITY MANAGER DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY _____ Date 3/27/91
Manager of Cooperative Purchasing

BY _____ Date 3/28/91
Jack Steele
Executive Director

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 6.**

Meeting Date: 05/16/2022

Prepared By: Jason Jeffcoat, Assistant Police Chief

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6893***

Authorizing the Purchase of Remote PSAP Hardware Refresh for the New Sherman Police Department Headquarters From AT&T through the Houston-Galveston Area Council.

Issue:

To consider approval of a resolution for purchase of Remote PSAP Hardware Refresh for the New Sherman Police Department Headquarters From AT&T through the Houston-Galveston Area Council.

Background:

This is for the purchase of new 911 hardware that will be approaching the end of life as we transition into the new PD HQ. This equipment would have to be replaced even if we were not building a new communications center.

$148,658.41 – all new 911 for new HQ (existing is near end of life)
$11,000.00 – Technician Labor to move related hardware and ensure system is operational
$159,658.41

Origination:

Sherman Police Department

Financial Consideration:

Funding for this project is available in the 9-1-1 Fund.

Staff Recommendation:

It is recommended that staff be authorized the Remote ASAP Hardware Refresh for the New Sherman Police Department Headquarters

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6893
Quote - 911 hardware
Quote - Technical Hardware
Agreement

RESOLUTION NO. 6893

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF REMOTE PSAP HARDWARE REFRESH FOR THE NEW SHERMAN POLICE DEPARTMENT HEADQUARTERS FROM AT&T THROUGH THE HOUSTON-GALVESTON AREA COUNCIL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from AT&T through the Houston Galveston Area Council for the purchase of Remote PSAP Hardware Refresh for the Sherman Police Department Headquarters at an estimated cost of One Hundred Fifty Nine Thousand Six Hundred Fifty Eight Dollars and Forty One Cent($159,658.41). Any agreements related to the purchase must be approved by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

Quote Date: 3/21/2022
Quote No.: ATT3520272
Site No.: 102079

AT&T

MOTOROLA SOLUTIONS

Sherman Police Dept, TX

Remote PSAP Hardware Refresh

All 911 for new HQ (existing is end of life)

Customer Information

Customer: Sherman PD
Contact: Tracy Stenger
Phone: 903-892-7185
E-Mail: tracys@cityofsherman.com

AT&T Contact Information

TSS: John Paul Mih
Phone: 512-368-6214
E-Mail: jx550b@att.com

Account Rep: Jeff Bievenue
Phone: 314-775-3650
E-Mail: jb9541@att.com

Quote Summary

Site #	Site Name	Quote #	# of Pos	TOTAL
102079	Sherman Police Dept, TX	ATT3520272	4	**$144,658.41**
	AT&T Installation			**$3,000.00**
	AT&T Project Management			**$1,000.00**
	VESTA 911 TOTAL		**4**	**$148,658.41**

Additional Comments

Quote is valid for 180 days from the date of this quote.

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:
Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:
Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:
If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services
Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

Please refer to the Terms & Conditions tab for additional information related to this Quote.

© 2021 Vesta Solutions, Inc., a wholly owned subsidiary of Motorola Solutions, Inc. This software is protected by copyright law and international treaties, and is the CONFIDENTIAL AND PROPRIETARY information of Vesta Solutions, Inc. All trademarks, service marks, product names, brands, company names and logos appearing in this software are the property of their respective owners. VESTA® is a registered trademark of Vesta Solutions, Inc. (hereafter referred to as "Vesta Solutions").

Quote Date: 3/21/2022
Quote No.: ATT3520272
Site No.: 102079
Account No: N/A

Sherman Police Dept, TX

Remote PSAP Hardware Refresh

VESTA® 9-1-1

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1			
		Note: Quote assumes a hardware refresh at the host.			
		VESTA® 9-1-1 Features			
		VESTA® SMS			
		Note: Customer is responsible for Text Control Center (TCC) services and network charges.			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	$0.00	EA	**$0.00**
		Note: Annual Subscription - Year 1			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	$0.00	EA	**$0.00**
		Note: Annual Subscription - Year 2			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	$0.00	EA	**$0.00**
		Note: Annual Subscription - Year 3			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	$0.00	EA	**$0.00**
		Note: Annual Subscription - Year 4			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	$0.00	EA	**$0.00**
		Note: Annual Subscription - Year 5			
		VESTA RapidSOS			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$915.00	EA	**$915.00**
		Note: Annual Subscription - Year 1			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$915.00	EA	**$915.00**
		Note: Annual Subscription - Year 2			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$915.00	EA	**$915.00**
		Note: Annual Subscription - Year 3			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$915.00	EA	**$915.00**
		Note: Annual Subscription - Year 4			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	$915.00	EA	**$915.00**
		Note: Annual Subscription - Year 5			
		VESTA® 9-1-1 CDR Module			
4	873099-01102U	V911 CDR PER SEAT LIC UPGD	$0.00	EA	**$0.00**
		Administrative Workstations			
1	61000-409616	DKTP ELITE MINI 805 G6 W/O OS	$1,175.10	EA	**$1,175.10**
1	04000-00441	WINDOWS 10 LTSC LIC	$113.46	EA	**$113.46**
1	63000-221693	MNTR FP WIDE SCRN LED 22IN	$289.14	EA	**$289.14**
1	809800-00102	GENERIC WKST CFG FEE	$305.00	EA	**$305.00**
		VESTA® 9-1-1 Advanced Enhanced Operations			
4	PS-0SQ-VSSL-M	VS BSC PER SEAT LIC NFEE	$0.00	EA	**$0.00**
4	PA-0AD-VSSL	VADV LIC ADD-ON	$0.00	EA	**$0.00**
4	SS-0AD-VSSL-5Y	SPT VADV 5YR	$6,276.90	EA	**$25,107.60**
4	809800-35130	V911 SW SPT TRNSFR	$0.00	EA	**$0.00**
		VESTA® 9-1-1 IRR Module			
4	870899-01601	V911 IRR UPGD W/HASP	$597.80	EA	**$2,391.20**
4	809800-35114	V911 IRR SW SPT 5YR	$764.94	EA	**$3,059.76**
		VESTA Interface Unit			
		VESTA® Workstation Equipment			
4	61000-409616	DKTP ELITE MINI 805 G6 W/O OS	$1,175.10	EA	**$4,700.42**
4	04000-00441	WINDOWS 10 LTSC LIC	$113.46	EA	**$453.84**
4	63000-221693	MNTR FP WIDE SCRN LED 22IN	$289.14	EA	**$1,156.56**
4	64007-50021	KEYPAD 24 KEY USB CBL 12FT	$132.98	EA	**$531.92**
4	853030-00302	V911 SAM HDWR KIT	$2,015.44	EA	**$8,061.76**
4	853004-00401	SAM EXT SPKR KIT	$204.96	EA	**$819.84**
4	02800-20701	HDST K 4W/MOD BLK CARBON	$41.48	EA	**$165.92**
4	03044-20000	HDST CORD 12FT 4W MOD BLK	$3.66	EA	**$14.64**
4	809800-35109	V911 IWS CFG	$244.00	EA	**$976.00**
4	809800-35108	V911 IWS STG FEE	$366.00	EA	**$1,464.00**
1	870890-07501	CPR/SYSPREP MEDIA IMAGE	$0.00	EA	**$0.00**
		Network Equipment			
2	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	$2,205.76	EA	**$4,411.52**
2	04000-29680	WARR 2960-X 24P NBD 5YR	$1,045.54	EA	**$2,091.08**

Sherman Police Dept, TX

Remote PSAP Hardware Refresh

		Peripherals & Gateways			
2	04000-42001	FXO GATEWAY 4-PORT	$973.56	EA	**$1,947.12**
1	870890-76301	MP114 FIRMWARE	$0.00	EA	**$0.00**
2	04000-00180	SW SPT ANALOG GATEWAY 5YR	$366.00	EA	**$732.00**
		ALI/CAD Output			
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	$473.36	EA	**$473.36**
8	65000-00262	KIT CBL RJ11 ADPTR DB25	$18.30	EA	**$146.40**
1	04000-01751	TS-4 PORT TERMINAL SVR	$790.56	EA	**$790.56**
2	65000-00182	CBL RJ45-10P/DB25M 4FT	$25.62	EA	**$51.24**
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	$450.18	EA	**$450.18**
2	04000-01014-10	CBL SRL DB25M/DB9F 10FT	$12.20	EA	**$24.40**
		Rack & Peripheral Equipment			
1	06500-55053	7FT EQUIPMENT RACK 19IN	$335.50	EA	**$335.50**
1	863014-00201	REMOTE PERIPHERAL KIT	$1,211.46	EA	**$1,211.46**
			VESTA 9-1-1 Subtotal		**$68,025.98**

VESTA® 9-1-1 IP Phones

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® 9-1-1 Phones/Voice Mail Option			
10	870809-00901	IP PHN LIC ENH	$366.00	EA	**$3,660.00**
1	873010-00202U	IP PHN LIC ENH UPGD	$0.00	EA	**$0.00**
11	04000-16867	6867I PHN/ADPTR KIT	$240.34	EA	**$2,643.74**
11	04000-01685	685i KEY EXP MOD	$189.10	EA	**$2,080.10**
11	04000-51028	PWR SPLY 6867 PHN	$23.18	EA	**$254.98**
11	809800-10201	IP PHN CFG FEE PER PHN	$61.00	EA	**$671.00**
		VESTA® 9-1-1 CDR Module			
1	873099-01102U	V911 CDR PER SEAT LIC UPGD	$0.00	EA	**$0.00**
			VESTA 9-1-1 IP Phones Subtotal		**$9,309.82**

VESTA® Map Local

Qty.	Part No.	Description	Unit Price	U/M	Total
		VESTA® Map Local			
1	871399-50104.0U	VMAP LOCAL R4 PREM MED UPGD	$0.00	EA	**$0.00**
3	871391-50101.0U	VMAP LOCAL PREM LIC ONLY UPGD	$0.00	EA	**$0.00**
4	809800-46005	VMAP LOCAL PREM SPT 5YR	$3,843.00	EA	**$15,372.00**
1	809800-44119	VMAP LOCAL GIS SVCS	$5,335.06	EA	**$5,335.06**
		VESTA® Map Local - Additional Hardware			
4	64000-40120	8GB RAM DRR4 3200 Z2 G5	$169.82	EA	**$679.30**
4	63000-221693	MNTR FP WIDE SCRN LED 22IN	$289.14	EA	**$1,156.56**
		VESTA® Map Local Enterprise File Transfer Server *Note: Quote assumes GIS updates will be applied using a VESTA 9-1-1 workstation*			
		VESTA Map Local Installation			
25	809800-17006	FIELD ENG-EXPRESS *Note: Channel to install RAM onsite. Vesta Solutions FE remote installation/configuration of VML software, map build per workstation.*	$89.06	EA	**$2,226.50**
			VESTA Map Local Subtotal		**$24,769.42**

Managed Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		Monitoring, PM & AV Service: Workstations *Note: Includes (4) Workstations, (1) Admin Workstation*			
5	04000-00399	M&R WKST AGENT LIC		EA	**$0.00**
5	809800-16381	M&R PM AV WKST SRVC 5YR	$2,412.00	EA	**$12,060.00**
		Monitoring, PM & AV Service: IP Devices *Note: Includes (2) Gateways, (2) Cisco Switches*			
4	04000-00400	M&R NETWORK/IP AGENT LIC	$79.00	EA	**$316.00**
4	809800-16347	M&R IP DEVICE SRVC 5YR	$1,548.00	EA	**$6,192.00**
			Managed Services Subtotal		**$18,568.00**

Sherman Police Dept, TX

Remote PSAP Hardware Refresh

Extended Warranties

Qty.	Part No.	Description	Unit Price	U/M	Total
		Workstation Extended Warranty			
		Note: Includes (4) Workstations, (1) Admin Workstation			
4	04000-01594	WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR	$140.30	EA	**$561.20**
		Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.			
				Extended Warranties Subtotal	**$561.20**

VESTA® Services

Qty.	Part No.	Description	Unit Price	U/M	Total
		Field Engineering Services			
132	809800-17007	FIELD ENG-STANDARD	$122.00	EA	**$16,104.00**
		Services to Support VESTA® SMS - Remote Sites			
16	809800-17006-SMS	FIELD ENG-EXPRESS SMS	$89.06	EA	**Optional**
		Note: URI and VESTA 9-1-1 configuration for remote PSAP's.			
32	809800-51007-SMS	SMS COORDINATION	$91.50	UN	**Optional**
		Note: Support PM services (remote) for remote PSAP's.			
16	809800-17006-SMS	FIELD ENG-EXPRESS SMS	$89.06	EA	**Optional**
		Note: TCC and Carrier Testing Support for remote PSAP's.			
16	809800-17006-SMS	FIELD ENG-EXPRESS SMS	$89.06	EA	**Optional**
		Note: Site Cut Support for remote PSAP's.			
		Project Management Services			
		Note: If Project Management services are not purchased, only services coordination will be provided. This service option requires the channel to assume all project management responsibilities. Vesta Solutions will engage the Services Coordinator to act as a single point of contact whose responsibility is limited to assisting with the scheduling of purchased VESTA Solutions services only.			
5	809800-51009	PROJECT MGMT - SUPPORT	$1,464.00	DY	**$7,320.00**
		Note: Support PM is Remote only.			
				VESTA Services Subtotal	**$23,424.00**

Quote Summary

PRODUCT	TOTAL
VESTA 9-1-1	**$68,025.98**
VESTA 9-1-1 IP Phones	**$9,309.82**
VESTA Map Local	**$24,769.42**
Managed Services	**$18,568.00**
Extended Warranties	**$561.20**
VESTA Services	**$23,424.00**
MAIN QUOTE SUBTOTAL	**$144,658.42**
GRAND TOTAL	**$144,658.42**

Power Draw Information

Product	Total Amps
VESTA 9-1-1	5.4
VESTA 9-1-1 IP Phones	0
VESTA Map Local	1.2
Managed Services	0
Total Amps	6.6
Total Watts/VA	792
Total KVA	0.792
BTU's	2162.952

Configuration Notes

Please enter configuration notes here.

Sherman Police Dept, TX

Remote PSAP Hardware Refresh

Additional Comments

Quote is valid for 180 days from the date of this quote.

**Discount/Incentive Codes are provided for Vesta Solutions internal use only. Discount/Incentive Codes do not have to be ordered on customer PO's using the codes shown and instead can be applied as a bottom line discount.*

Any line items listed as "Optional" in this quote are not included in the Product Totals, Product Summaries, Site Totals, Quote Summary, or the Grand Total. These items are not considered to be part of the system. The "Grand Total" on the Quote Summary page reflects the quote value. This figure includes any and all applicable charges, fees, and or discounts. Costs for actual freight will be added to your invoice. All pricing is in U.S. Dollars unless otherwise stated.

Strategic Incentives, Discounts, etc.:
Any strategic incentives, discounts, etc. that are applied to this quote are based on the purchase of all non-optional items listed within the quote. If the quote should change or if items are removed, the incentive is subject to change.

Budgetary Quotes:
Quotes marked Budgetary are nonbinding and subject to change. This quote is being provided as an estimate of approximate pricing and cannot serve as the basis for any order.

Support Renewals:
If this is a first time renewal and is subject to the agreed upon grace period, then reinstatement fees will not apply as long as the PO is received prior to the expiration of the grace period. For questions regarding your support renewal term, please contact Jennifer York at 951-719-2142.

Software Support Start and End Dates are based on active software support agreements. Dates and pricing are subject to change once existing software support agreements expire.

Implementation services
Field engineering, training and project management units are based on the scope and estimated effort as presented during the Quote preparation. Change orders would be required during a scope or responsibility change between Customer and Vesta Solutions.

Please refer to the Terms & Conditions tab for additional information related to this Quote.

© 2021 Vesta Solutions, Inc., a wholly owned subsidiary of Motorola Solutions, Inc. This software is protected by copyright law and international treaties, and is the CONFIDENTIAL AND PROPRIETARY information of Vesta Solutions, Inc. All trademarks, service marks, product names, brands, company names and logos appearing in this software are the property of their respective owners. VESTA® is a registered trademark of Vesta Solutions, Inc. (hereafter referred to as "Vesta Solutions").

Budgetary Quote

August 20, 2021

Sherman PD
317 S Travis St
Sherman, TX 75091
ATTN: Tracy Stenger

AT&T
311 S Akard St
Dallas, TX 75201
Jeff Bievenue

SHERMAN 911 MOVE PROJECT

Description	Total
Technician Labor- AT&T will provide two Technicians for one week, 80 hours total, to move all 911 related hardware from the current site into the new building. As part of the move, AT&T will install, test and make the system operational for use. **Any additional parts to install the equipment at the new location is not included in the quote. This is labor only**	$10,000.00
Project Management-	$1,000.00
Total	$11,000.00

Res. 2724

HOUSTON-GALVESTON AREA COUNCIL
INTERLOCAL AGREEMENT

ILA NUMBER: 91·153

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Interlocal Cooperation Act (Article 4413(32c) V.T.C.S.) by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 500, Houston, Texas 77027 and CITY OF SHERMAN, hereinafter referred to as the local government having its principal place of business at 400 N. RUSK, SHERMAN, TEXAS 75090.

WITNESSETH:

WHEREAS, H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as Chapter 391 Texas Local Government Code; and

WHEREAS, H-GAC has entered into an agreement with the local government on the 18TH day of MARCH, 19 91 and

WHEREAS, the local government desires to purchase certain governmental administrative functions, goods or services; and

WHEREAS, H-GAC hereby agrees to perform the scope of services outlined in Article 5 as hereinafter specified in accordance with the Agreement, and

NOW, THEREFORE, H-GAC and the local government do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The local government warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The local government's governing body has authorized the signatory official(s) to enter into this Agreement and bind the local government to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

H-GAC and the local government agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3 WHOLE AGREEMENT

The Interlocal Agreement and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 4 PERFORMANCE PERIOD

The period of this Interlocal Agreement shall be for the (balance of) fiscal year of the local government which begins 10/31/90, 19__ and ends 10/31/91, 19__. This contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the local government may make any payment due H-GAC beyond the fiscal year in which such obligation was incurred under this Agreement.

H-GAC or the local government may cancel this Agreement at any time upon 30 days written notice to the other party to this Agreement. The obligations of the local government, including its obligation to pay H-GAC for all costs incurred under this Agreement prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Agreement, until performed or discharged by the local government.

ARTICLE 5 SCOPE OF SERVICES

The local government appoints H-GAC its true and lawful purchasing agent for the purchase of certain materials and services through the Council's Cooperative Purchasing Program, as enumerated through the submission of a duly executed purchase order, order form or resolution. All material purchased hereunder shall be in accordance with specifications established by H-GAC.

(over)

The materials and services shall be procured in accordance with procedures governing competitive bidding by H-GAC; and at the unit prices and administrative fee as indicated in the current H-GAC Order Form and Price Lists.

Ownership (title) of material purchased shall transfer directly from the vendor to the local government. The local government agrees to provide H-GAC with documentation of receipt and acceptance of material within five (5) days of acceptance of same.

ARTICLE 6 PAYMENTS

The local government agrees that, upon the presentation by H-GAC of a properly documented, verified proof of performance and a statement of costs H-GAC has incurred in accordance with the terms of this Agreement, it shall pay H-GAC, from current revenues available to the local government during the current fiscal year, on or before the date of the delivery of materials and services to be provided under this agreement.

ARTICLE 7 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation.

H-GAC may, from time to time, require changes in the scope of the services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8 TERMINATION PROCEDURES

Either H-GAC or the local government may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other party. In the event of such termination prior to completion of any purchase provided for herein, the local government agrees to pay for services on a prorated basis for materials and services actually provided and invoiced in accordance with the terms of this Agreement, including penalties, less payment of any compensation previously paid.

ARTICLE 9 SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 10 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11 VENUE

Venue and jurisdiction of any suit, or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas.

This instrument, in duplicate originals, has been executed by the parties hereto as follows:

CITY OF SHERMAN
Local Government

BY _____
TALMADGE N. BUIE
CITY MANAGER DATE 3/18/91
Name & Title of Signatory
(PLEASE TYPE)

HOUSTON-GALVESTON AREA COUNCIL

BY _____ Date 3/27/91
Manager of Cooperative Purchasing

BY _____ Date 3/28/91
Jack Steele
Executive Director

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 7.**

Meeting Date: 05/16/2022

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6894***

Authorizing Execution of an Encroachment Agreement with James L. Mathis, II for the Encroachment of an Existing Pole Sign within the Proposed Platted 15 foot Utility Easement along the east property line of Mathis Addition, approved by City Council on May 16, 2022, to be filed in the Plat Records, Grayson County, Texas, locally known as 5920 Texoma Parkway in the City of Sherman, Texas

Issue:

To consider executing an encroachment agreement relating to a proposed 15-foot utility easement to be filed of record in Mathis Addition in the City of Sherman, Texas

Background:

James L. Mathis, II, the property owner of 5920 Texoma Parkway, has requested a building permit for the subject property. In the building permit review, it was determined that the property must be platted prior to issuing said building permit. Upon platting, the City has required a 15' Utility Easement be dedicated via plat along the east property line. Dedicating the required utility easement will put the existing pole sign into non-conformance. An Encroachment Agreement will be necessary for this pole sign to remain in its current location and for the property owner to receive a building permit for their improvement of the property.

Origination:

James L. Mathis, II, property owner

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, upon receiving approval from the franchised utilities, it is recommended that the encroachment be executed.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6894
Encroachment Agreement with Exhibits
Exhibit A
Proposed Plat - Mathis Addition
Aerial Location Map

RESOLUTION NO. 6894

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT AGREEMENT WITH JAMES L. MATHIS, II FOR THE ENCROACHMENT BY A MAXIMUM OF 12 FEET FOR AN EXISTING POLE SIGN WITHIN THE PROPOSED PLATTED 15-FOOT UTILITY EASEMENT ALONG THE EAST PROPERTY LINE OF MATHIS ADDITION, APPROVED BY CITY COUNCIL ON MAY 16, 2022, TO BE FILED IN THE PLAT RECORDS, GRAYSON COUNTY, TEXAS, LOCALLY KNOWN AS 5920 TEXOMA PARKWAY IN THE CITY OF SHERMAN, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment agreement for the encroachment by a maximum of 12 feet for an existing pole sign within the proposed platted 15-foot utility easement running along the east property line of Mathis Addition, approved by City Council on May 16, 2022, to be filed in the Plat Records, Grayson County, Texas, locally known as 5920 Texoma Parkway in the City of Sherman, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

ATTEST: **BY:** _____
DAVID PLYLER, MAYOR

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Attorney
P. O. Box 1106
Sherman, TX 75091-1106

ENCROACHMENT AND LICENSE AGREEMENT

THIS ENCROACHMENT AND LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("City"), and JAMES L. MATHIS, II, a Texas resident ("Licensee"). City and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, City and any Franchise Utility Company (each a "Franchisee") have existing rights in certain real property by virtue of that certain Plat of the Mathis Addition ("Plat"), approved by the Sherman City Council on May 16, 2022, to be filed in the Plat Records, Grayson County, Texas. The Plat, which more particularly describes and depicts a 15-foot Utility Easement ("Property"), is incorporated herein by reference for all purposes; and

WHEREAS, Licensee desires to operate, repair and maintain an existing pole sign ("Encroaching Facility"), as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference for all purposes, within the boundaries of the Property; and

WHEREAS, in exchange for the consideration set forth below, City has agreed to grant a license to permit the encroachment of the Encroaching Facility on the Property subject to the terms and conditions of this Agreement and provided that Licensee first complies with the City's ordinances relating to the construction and use of the Encroaching Facility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee do hereby agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.

2. Location of Encroaching Facility. City hereby grants a nonexclusive license to

Licensee, authorizing Licensee to, at its own cost and expense, maintain and repair the Encroaching Facility within that portion of the Property as generally depicted and described in Exhibit A, subject to the terms and conditions of this Agreement. Any modification, alteration, expansion or addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City. In particular, Licensee shall not modify the Encroaching Facility in any manner that results in the Encroaching Facility: (a) occupying more space within the Property than as approved by this Agreement; (b) extending further into the Property than as approved by this Agreement; or (c) changing the Encroaching Facility's location within the Property to be outside the area approved by this Agreement. Licensee shall ensure that Licensee and any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility abide by the terms and conditions set forth herein and any permit governing the Encroaching Facility. Licensee shall, at its own cost and expense, provide a copy of this Agreement to any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility. Notwithstanding anything to the contrary herein, nothing in this Agreement shall be deemed to waive any applicable requirement of the City's ordinances or regulations applicable to the Encroaching Facility, and Licensee shall be responsible for obtaining a permit, if required under the City's ordinance, prior to any construction on the Encroaching Facility.

3. Restrictions on Use of Property. In using the Property for the purposes described herein, Licensee shall, at its own cost and expense, comply with all applicable laws, rules, regulations and requirements, as they exist, may be amended or in the future arising, including but not limited to, City's ordinances, and shall promptly execute and fulfill all orders and requirements imposed by City or other governmental authorities for the correction, prevention and abatement of nuisances or Code violations in, on or connected with the Encroaching Facility. At the conclusion of any work in connection with the Encroaching Facility, Licensee shall ensure that any third party and/or contractor of Licensee engaged in such work shall remove all debris and other materials from the Property and restore the same to substantially the same condition it was in prior to the commencement of the work thereon or in proximity thereto, with the exception of the encroachment permitted herein. Licensee shall ensure that any third party and/or contractor of Licensee engaged in maintaining and/or repairing the Encroaching Facility does not, and shall not itself, place trash dumpsters, toxic or hazardous substances or flammable material in or on the Property. Additionally, Licensee shall not place in or on the Property any other improvements unless approved in advance in writing by City. Any modification, alteration, expansion or other addition to the Encroaching Facility, or any portion thereof, is prohibited without the prior written consent of City.

4. Maintenance of Encroaching Facility. Licensee shall, at Licensee's sole cost and expense, maintain the Encroaching Facility in good condition and repair. City will not, under any circumstance, be responsible for any costs, whatsoever, of construction, reconstruction, operation, maintenance, repair or removal of the

Encroaching Facility. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, Licensee shall make the necessary repairs within the earlier of (a) thirty (30) days after the date of such notice or the (b) another date as determined by City and Licensee in writing. If City notifies Licensee of any deficiencies in any such maintenance, repair or removal of the Encroaching Facility, and Licensee shall thereafter fail to complete such maintenance, repair or removal within the required time period, then City may require Licensee to promptly remove the Encroaching Facility or contract, at Licensee's sole cost and expense, for the maintenance, repair or removal of the Encroaching Facility.

5. Removal of Encroaching Facility. City and any Franchisee are entitled to remove all or a portion of the Encroaching Facility as reasonably necessary to construct, reconstruct, maintain or repair public improvements within the affected Property. City or Franchisee will notify Licensee of any intent to remove all, or a portion, of the Encroaching Facility, and upon receiving such notice, Licensee shall ensure that the requested removal is made within the earlier of (a) thirty (30) days after the date of such notice or (b) another date as determined by City and Licensee in writing. If City or Franchisee notifies Licensee of its intent to remove all, or a portion, of the Encroaching Facility, and Licensee shall thereafter fail to complete the removal within the required time period, then City or Franchisee may require Licensee to promptly remove the Encroaching Facility. Notwithstanding anything to the contrary herein, if the removal is necessitated by an emergency, no notice is required. If so removed, City or Franchisee has no obligation to replace the affected portions of the Encroaching Facility upon completion of such work.

6. Risk and Liability. Licensee assumes all risks and liability resulting or arising from or relating to Licensee's use of the Property, the Encroaching Facility, the existing condition or location of the Property or the existing state of maintenance, repair or operation of the Property. Licensee agrees and acknowledges that City or Franchisee shall not be liable, whatsoever, for any damage to the Encroaching Facility as a result of City's or Franchisee's use or enjoyment of the rights provided it in the Property. Any City and/or Franchisee property or infrastructure damaged or destroyed by Licensee or its agents, employees, representatives, invitees, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, shall be repaired or replaced by City or Franchisee at Licensee's sole cost and expense and payment is due immediately upon Licensee's receipt of an invoice from City or Franchisee.

7. **INDEMNIFICATION. LICENSEE AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND ANY OTHER THIRD PARTIES FOR WHOM CITY IS LEGALLY RESPONSIBLE, AS WELL AS EACH FRANCHISEE, ITS AGENTS, REPRESENTATIVES, EMPLOYEES, AND ANY OTHER THIRD PARTIES**

FROM WHOM FRANCHISE IS LEGALLY RESPONSIBLE FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), LOSSES, DEMANDS, EXPENSES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), OR OTHER HARM ARISING OUT OF, OR OCCASIONED BY, ANY NEGLIGENCE, GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT, WHETHER BY ACT OR OMISSION, OF ANY LICENSEE OR ITS AGENTS, REPRESENTATIVES, EMPLOYEES, SEPARATE CONTRACTORS AND/OR SUBCONTRACTORS AND/OR THIRD PARTIES FOR WHOM EACH SUCH LICENSEE IS LEGALLY RESPONSIBLE, REGARDLESS OF ANY JOINT OR CONCURRENT NEGLIGENCE OF CITY OR FRANCHISEE.

IN ITS SOLE DISCRETION, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY OR FRANCHISEE, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY OR FRANCHISEE IN WRITING. CITY AND FRANCHISEE RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY AND FRANCHISEE IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY OR FRANCHISEE IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND CITY OR FRANCHISEE OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY CITY OR FRANCHISEE PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN CITY-APPROVED OR FRANCHISEE-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S OR FRANCHISEE'S WRITTEN NOTICE THAT CITY OR FRANCHISEE IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ANY LICENSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY AND FRANCHISEE SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY OR FRANCHISEE.

THE PROVISIONS OF THIS SECTION 7 ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON, ENTITY OR THIRD PARTY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION 7 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

8. **No "Permit."** **NOTHING CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" AS DEFINED IN CHAPTER 245, TEX. LOC. GOV'T CODE, AND NOTHING IN THIS AGREEMENT SHALL BE CONSIDERED TO PROVIDE THE CITY WITH FAIR NOTICE OF A PROJECT. LICENSEE WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEX. LOC. GOV'T CODE BASED ON THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

9. Default/Remedies. If Licensee, its employees, agents, representatives, contractors, subcontractors and/or any other third parties for whom Licensee is legally responsible, defaults under any of the terms and conditions of this Agreement and such default continues for a period of five (5) days after City or Franchisee notifies Licensee of such default in writing, City or Franchisee may, at its sole election and in addition to any other remedies it may exercise, terminate this Agreement, and upon such termination, all of Licensee's rights hereunder shall cease and terminate. This Agreement shall also terminate upon Licensee's abandonment of the Encroaching Facility.

10. Miscellaneous Provisions.

a. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to City, addressed to it at:
City of Sherman
Attention: Wayne E. Lee, P.E., CFM, Director of Engineering
220 W. Mulberry St.
Sherman, TX 75091
Telephone: (903) 892-7327
Email: waynel@cityofsherman.com

with a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069

Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
James L. Mathis, II
5920 N. Texoma Parkway
Sherman, TX 75090

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

c. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

d. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other party.

e. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing its signatories hereto, warrant and represent that they have the authority to bind its respective parties as duly authorized representatives thereof.

f. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

g. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

h. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this

Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

i. Indemnification. The parties agree that the indemnity provisions set forth in Section 7 herein are conspicuous, and the parties have read and understood the same.

j. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

k. Immunity. The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to system it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement.

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Robby Hefton, City Manager
Date: _____

LICENSEE:

JAMES L. MATHIS, II

By: _____
James L. Mathis, II
Date: _____

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Robby Hefton, known to me to be the person whose name is subscribed to the foregoing instrument; he acknowledged to me that he is the city manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a Texas home-rule municipality, and that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the CITY OF SHERMAN, TEXAS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

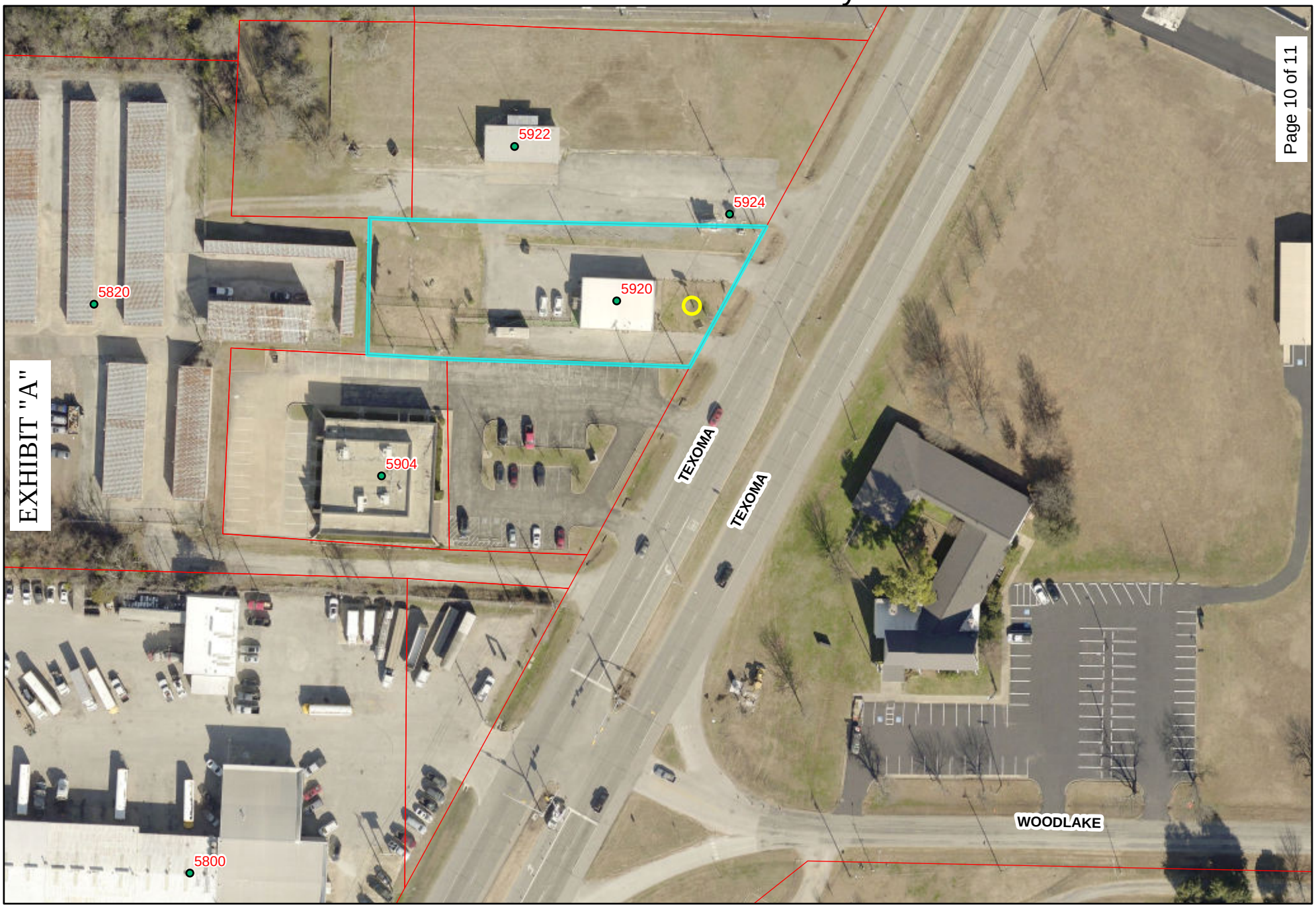
STATE OF TEXAS §
§
COUNTY OF GRAYSON §

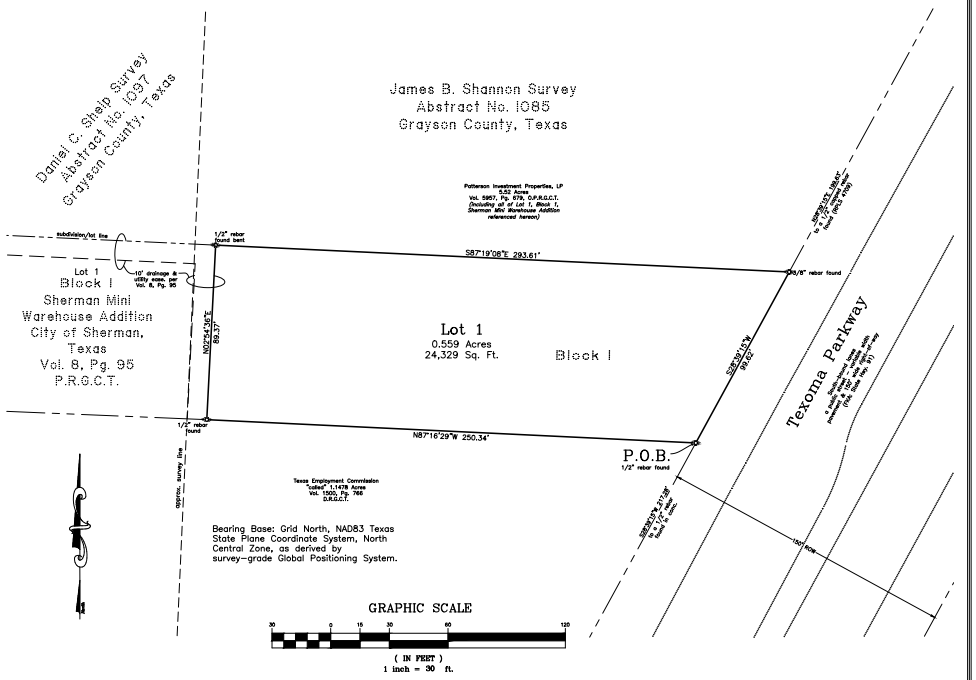
BEFORE ME, the undersigned authority, on this day personally appeared James L. Mathis, II known to me to be the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2022.

_____
Notary Public in and for the State of Texas
My Commission Expires: _____

5920 Texoma Parkway





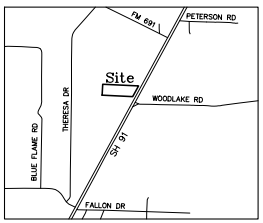
Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.

in the
James B. Shannon Survey
Abstract No. 1085

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0280 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)



Job No. CGS610322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
James L. Mathis
5920 N. Texoma Parkway
Sherman, Texas 75090

Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the James B. Shannon Survey, Abstract No. 1085, being all of the 0.559 acre tract of land, conveyed to James L. Mathis II by Jeff A. Harr and Patricia L. Ringwald-Harr, dated November 12, 2020 and recorded in Instrument No. 2020-31951, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found for the Southeast corner of the said Mathis 0.559 ac. and the Northeast corner of a called 1.1478 acre tract of land conveyed to Texas Employment Commission, as recorded in Volume 1500, Page 766, Deed Records, Grayson County, Texas, in the West right-of-way line of Texoma Parkway, FROM which a 1/2 inch rebar found in conc. bears South 28 deg. 39 min. 15 sec. West, a distance of 217.26 ft.;

THENCE North 87 deg. 16 min. 29 sec. West, with the South line of said Mathis 0.559 ac. and the North line of said Texas Employment Commission 1.1478 ac., a distance of 250.34 ft., to a 1/2 inch rebar found for the Southwest corner of said Mathis 0.559 ac., a Southeast corner of both the 5.52 acre tract of land conveyed to Patterson Investment Properties LP as recorded in Volume 5957, Page 679, said Official Public Records and Lot 1, Block 1, Sherman Mini Warehouse Addition to the City of Sherman, Texas in Volume 8, Page 95, Plat Records, Grayson County, Texas;

THENCE North 02 deg. 54 min. 36 sec. East, with the West line of said Mathis 0.559 ac. and an East line of both said Patterson Investment Properties LP 5.52 ac. and Lot 1, Block 1, a distance of 89.37 ft., to a 1/2 inch rebar found bent for the Northwest corner of said Mathis 0.559 ac., an Ell corner of said Patterson Investment Properties LP 5.52 ac. and the most Eastern Northeast corner of said Lot 1, Block 1;

THENCE South 87 deg. 19 min. 08 sec. East, with the North line of said Mathis 0.559 ac. and the South line of said Patterson Investment Properties LP 5.52 ac., a distance of 293.61 ft. to a 3/8 inch rebar found for the Northeast corner of said Mathis 0.559 ac. and the most Eastern Southeast corner of said Patterson Investment Properties LP 5.52 ac., in the West right-of-way of said Texoma Parkway, FROM which a 1/2 inch capped rebar found (RPLS 4709) for the Northeast corner of said Patterson Investment Properties LP 5.52 ac., bears North 28 deg. 39 min. 15 sec. East a distance of 199.63 ft.;

THENCE South 28 deg. 39 min. 15 sec. West, with the East line of said Mathis 0.559 ac. and the West right-of-way line of said Texoma Parkway, a distance of 99.62 ft., to the **PLACE OF BEGINNING** and containing **0.559 ACRES** of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
KATE A. WAGNER
6578
REGISTERED PROFESSIONAL LAND SURVEYOR

I, James L. Mathis, owner of Mathis Addtion, to the City of Sherman, do hereby dedicate the streets and easements shown hereon to the public use forever.

_____
James L. Mathis

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared James L. Mathis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC HOME GROWN FEELING

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Mathis Addition to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2022, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

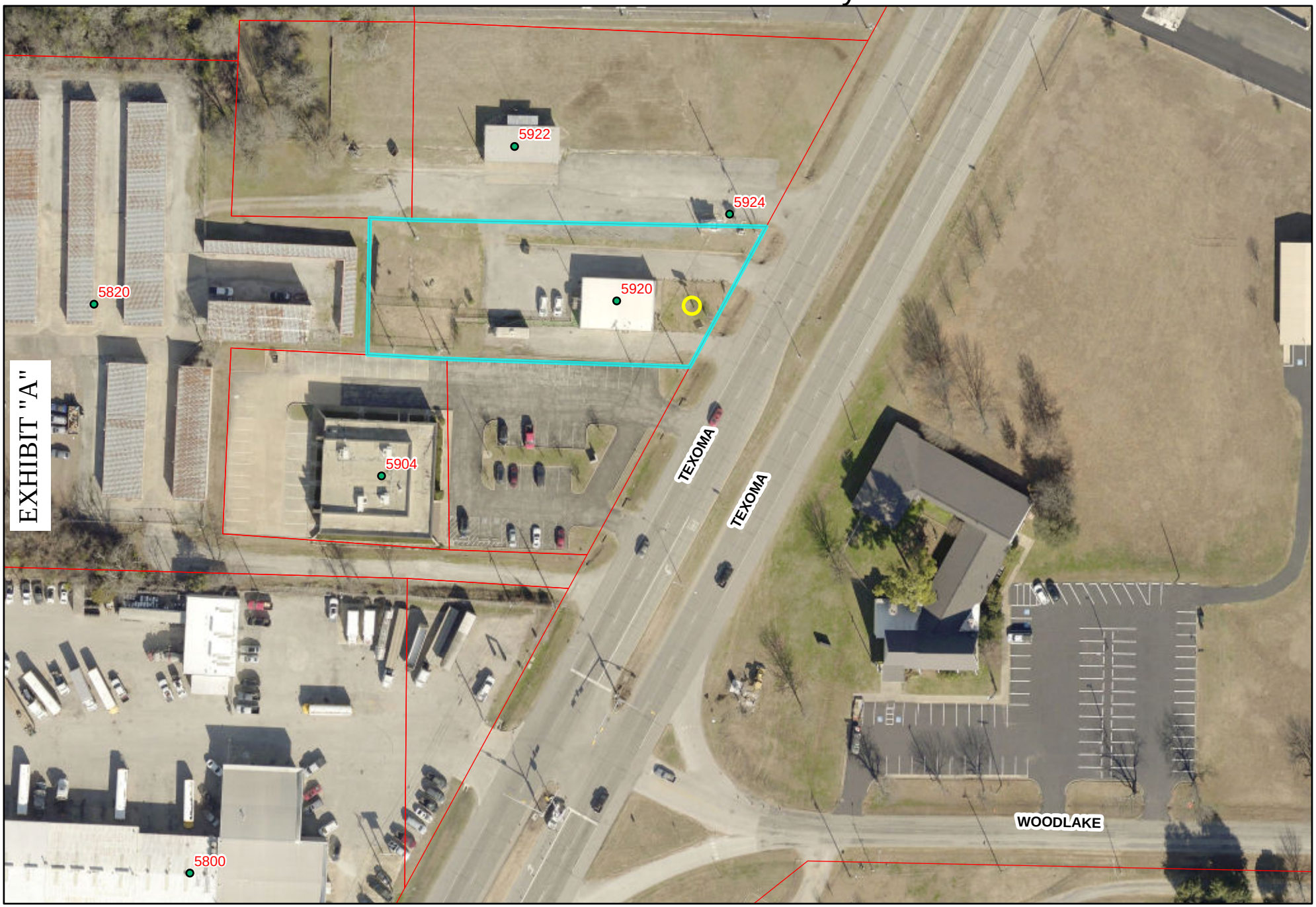
CERTIFIED THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

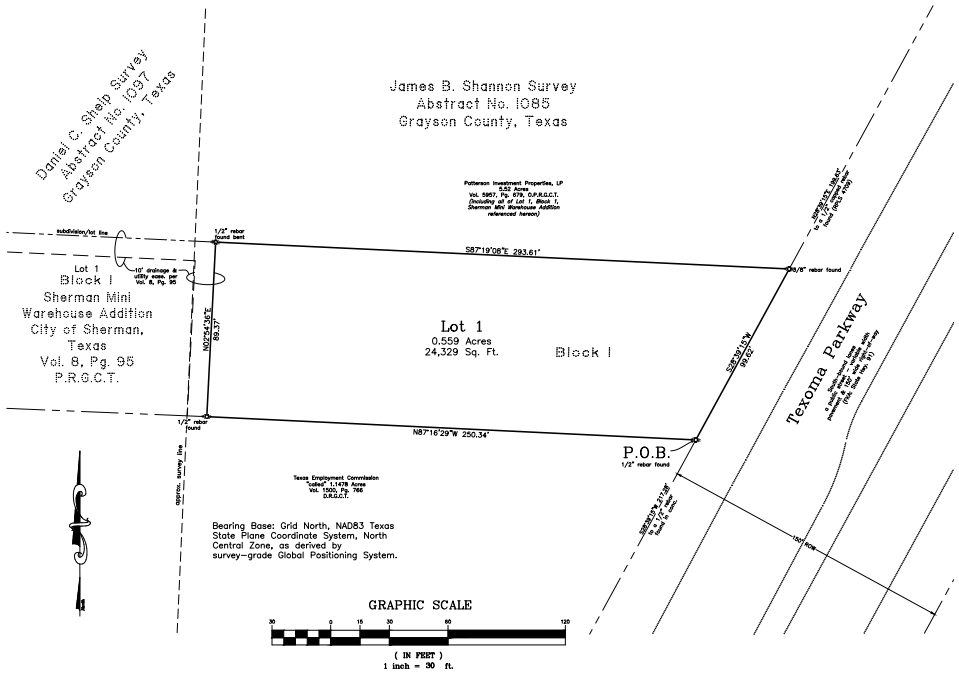
Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.
in the
James B. Shannon Survey
Abstract No. 1085

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM

5920 Texoma Parkway





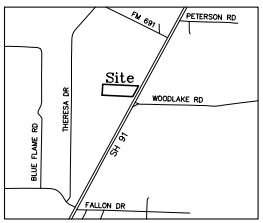
Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.

in the
James B. Shannon Survey
Abstract No. 1085

General Notes:

1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0280 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)



Job No. CGS610322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
James L. Mathis
5920 N. Texoma Parkway
Sherman, Texas 75090

Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the James B. Shannon Survey, Abstract No. 1085, being all of the 0.559 acre tract of land, conveyed to James L. Mathis II by Jeff A. Harr and Patricia L. Ringwald-Harr, dated November 12, 2020 and recorded in Instrument No. 2020-31951, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found for the Southeast corner of the said Mathis 0.559 ac. and the Northeast corner of a called 1.1478 acre tract of land conveyed to Texas Employment Commission, as recorded in Volume 1500, Page 766, Deed Records, Grayson County, Texas, in the West right-of-way line of Texoma Parkway, FROM which a 1/2 inch rebar found in conc. bears South 28 deg. 39 min. 15 sec. West, a distance of 217.26 ft.;

THENCE North 87 deg. 16 min. 29 sec. West, with the South line of said Mathis 0.559 ac. and the North line of said Texas Employment Commission 1.1478 ac., a distance of 250.34 ft., to a 1/2 inch rebar found for the Southwest corner of said Mathis 0.559 ac., a Southeast corner of both the 5.52 acre tract of land conveyed to Patterson Investment Properties LP as recorded in Volume 5957, Page 679, said Official Public Records and Lot 1, Block 1, Sherman Mini Warehouse Addition to the City of Sherman, Texas in Volume 8, Page 95, Plat Records, Grayson County, Texas;

THENCE North 02 deg. 54 min. 36 sec. East, with the West line of said Mathis 0.559 ac. and an East line of both said Patterson Investment Properties LP 5.52 ac. and Lot 1, Block 1, a distance of 89.37 ft., to a 1/2 inch rebar found bent for the Northwest corner of said Mathis 0.559 ac., an Ell corner of said Patterson Investment Properties LP 5.52 ac. and the most Eastern Northeast corner of said Lot 1, Block 1;

THENCE South 87 deg. 19 min. 08 sec. East, with the North line of said Mathis 0.559 ac. and the South line of said Patterson Investment Properties LP 5.52 ac., a distance of 293.61 ft. to a 3/8 inch rebar found for the Northeast corner of said Mathis 0.559 ac. and the most Eastern Southeast corner of said Patterson Investment Properties LP 5.52 ac., in the West right-of-way of said Texoma Parkway, FROM which a 1/2 inch capped rebar found (RPLS 4709) for the Northeast corner of said Patterson Investment Properties LP 5.52 ac., bears North 28 deg. 39 min. 15 sec. East a distance of 199.63 ft.;

THENCE South 28 deg. 39 min. 15 sec. West, with the East line of said Mathis 0.559 ac. and the West right-of-way line of said Texoma Parkway, a distance of 99.62 ft., to the **PLACE OF BEGINNING** and containing **0.559 ACRES** of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
KATE A. WAGNER
6578
REGISTERED PROFESSIONAL LAND SURVEYOR

I, James L. Mathis, owner of Mathis Addtion, to the City of Sherman, do hereby dedicate the streets and easements shown hereon to the public use forever.

_____
James L. Mathis

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared James L. Mathis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC HOMES AND NEIGHBORHOODS

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

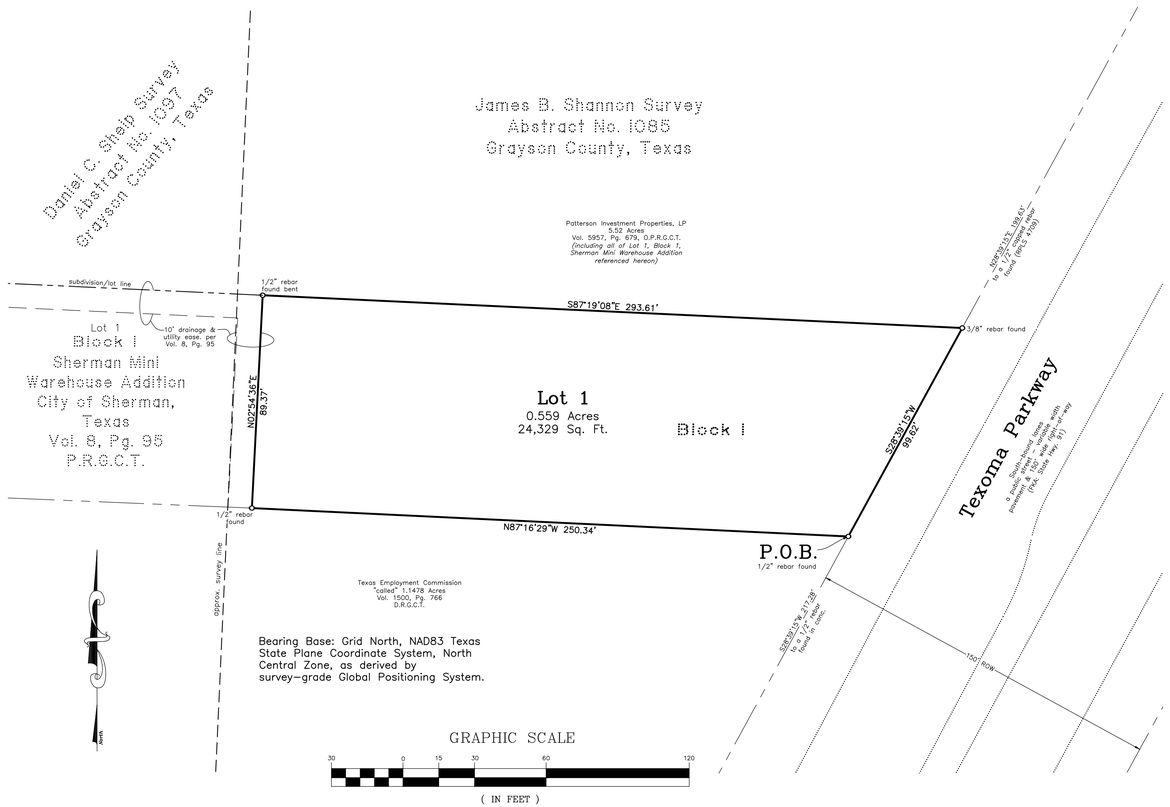
The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Mathis Addition to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2022, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.
in the
James B. Shannon Survey
Abstract No. 1085

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM



Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.

in the

James B. Shannon Survey
Abstract No. 1085

General Notes:

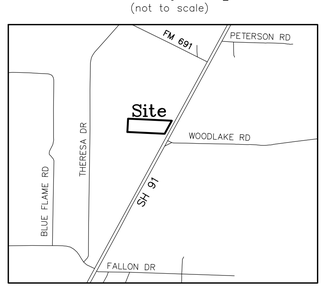
1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0280 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS610322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
James L. Mathis
5920 N. Texoma Parkway
Sherman, Texas 75090

Vicinity Map
(not to scale)



Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the James B. Shannon Survey, Abstract No. 1085, being all of the 0.559 acre tract of land, conveyed to James L. Mathis II by Jeff A. Harr and Patricia L. Ringwald-Harr, dated November 12, 2020 and recorded in Instrument No. 2020-31951, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found for the Southeast corner of the said Mathis 0.559 ac. and the Northeast corner of a called 1.1478 acre tract of land conveyed to Texas Employment Commission, as recorded in Volume 1500, Page 766, Deed Records, Grayson County, Texas, in the West right-of-way line of Texoma Parkway, **FROM** which a 1/2 inch rebar found in conc. bears South 28 deg. 39 min. 15 sec. West, a distance of 217.26 ft.;

THENCE North 87 deg. 16 min. 29 sec. West, with the South line of said Mathis 0.559 ac. and the North line of said Texas Employment Commission 1.1478 ac., a distance of 250.34 ft., to a 1/2 inch rebar found for the Southwest corner of said Mathis 0.559 ac., a Southeast corner of both the 5.52 acre tract of land conveyed to Patterson Investment Properties LP as recorded in Volume 5957, Page 679, said Official Public Records and Lot 1, Block 1, Sherman Mini Warehouse Addition to the City of Sherman, Texas in Volume 8, Page 95, Plat Records, Grayson County, Texas;

THENCE North 02 deg. 54 min. 36 sec. East, with the West line of said Mathis 0.559 ac. and an East line of both said Patterson Investment Properties LP 5.52 ac. and Lot 1, Block 1, a distance of 89.37 ft., to a 1/2 inch rebar found bent for the Northwest corner of said Mathis 0.559 ac., an Ell corner of said Patterson Investment Properties LP 5.52 ac. and the most Eastern Northeast corner of said Lot 1, Block 1;

THENCE South 87 deg. 19 min. 08 sec. East, with the North line of said Mathis 0.559 ac. and the South line of said Patterson Investment Properties LP 5.52 ac., a distance of 293.61 ft. to a 3/8 inch rebar found for the Northeast corner of said Mathis 0.559 ac. and the most Eastern Southeast corner of said Patterson Investment Properties LP 5.52 ac., in the West right-of-way of said Texoma Parkway, **FROM** which a 1/2 inch capped rebar found (RPLS 4709) for the Northeast corner of said Patterson Investment Properties LP 5.52 ac., bears North 28 deg. 39 min. 15 sec. East a distance of 199.63 ft.;

THENCE South 28 deg. 39 min. 15 sec. West, with the East line of said Mathis 0.559 ac. and the West right-of-way line of said Texoma Parkway, a distance of 99.62 ft., to the **PLACE OF BEGINNING** and containing **0.559 ACRES** of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, James L. Mathis, owner of Mathis Addtion, to the City of Sherman, do hereby dedicate the streets and easements shown hereon to the public use forever.

_____
James L. Mathis

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared James L. Mathis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Mathis Addition to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2022, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

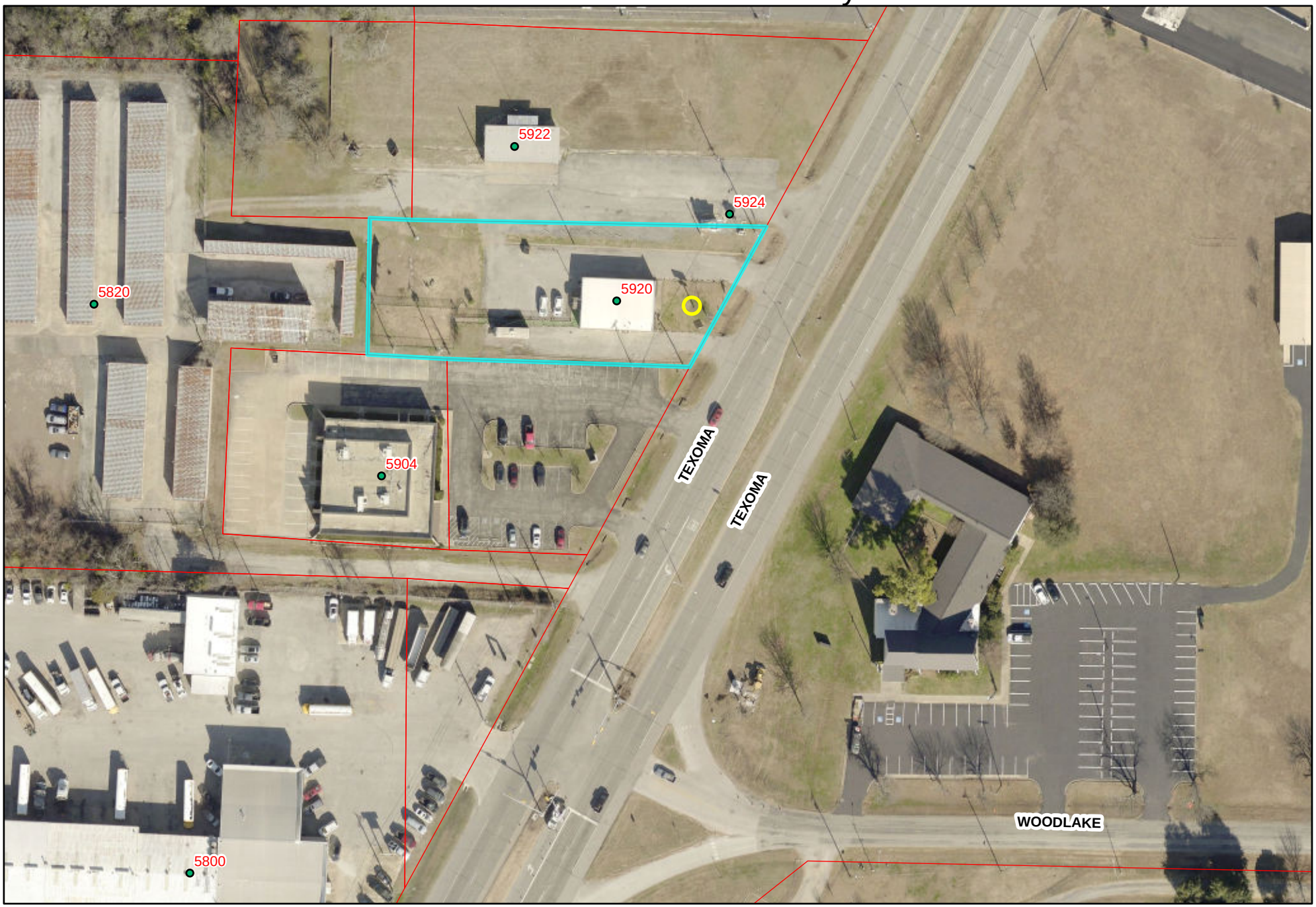
CERTIFIED THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.
in the
James B. Shannon Survey
Abstract No. 1085

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM

5920 Texoma Parkway



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 8.**

Meeting Date: 05/16/2022

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6895***

Authorizing the Purchase of a New 2023 Chevrolet 5500 Crew Cab with Dump Bed from Lake Country Chevrolet for use by the Westhill Cemetery Crew through TIPS.

Issue:

To consider approval of a resolution to purchase a new 2023 Chevrolet Silverado Crew Cab with Dump Bed from TIPS for use by the Westhill Cemetery Crew.

Background:

The requested purchase will be used to transport workers and materials, tools and equipment to job locations within the Westhill Cemetery. Quotes from local vendors were solicited for this purchase and none were received.

Origination:

Cemetery Department

Financial Consideration:

The new 2023 Chevrolet 5500 Crew Cab with Dump Bed will be purchased from Lake Country Chevrolet for $88,420.01 through TIPS Purchasing Cooperative.

Staff Recommendation:

It is recommended that staff be authorized to purchase the new 2023 Chevrolet 5500 Crew Cab with Dump Bed through TIPS.

Alternatives:

As may be recommended by the City Council.

Attachments

Resolution No. 6895

Lake Country Chevrolet 5500 Quote

TIPS Interlocal Agreement

RESOLUTION NO. 6895

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW 2023 CHEVROLET 5500 CREW CAB WITH DUMP BED FROM LAKE COUNTRY CHEVROLET FOR USE BY THE WESTHILL CEMETERY CREW THROUGH TIPS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed to purchase from Lake Country Chevrolet for the purchase of a new 2023 Chevrolet 5500 Crew Cab with Dump Bed for by Westhill Cemetery Crew through TIPS at an estimated cost of Eighty Eight Thousand Four Hundred Twenty Dollar and One Cent ($88,420.01). Any agreements related to the purchase must be approved by the City Attorney.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

PRODUCT PRICING SUMMARY

TIPS USA 210907 Automobiles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

Contact: CLINT DANIEL **Phone:** 409-895-3858

Email: clintd@cityofsherman.com **Email:** jrunnels@silsbeefleet.com

Product Description: CHEVROLET SILVERADO HD **Date:** April 29, 2022

A. **Bid Item:** ct31003 **A. Base Price:** $ 43,196.66

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
	19500 5500 MEDIUM UPGRADE	$ 8,673.00		2023 CHEVROLET 5500	
AQQ	REMOTE KEYLESS ENTRY	$ 175.00		CREW CAB	$ 3,628.00
DPN	POWER HEATED MIRRORS	$ 355.00		6.6L DIESEL DURAMAX	
FPF	MANUAL REGENERATION	$ 250.00		84" CAB TO AXLE	$ 175.00
F59	FRT STABILIZER BAR	$ 175.00	A31	POWER WINDOWS/LOCKS	$ 290.00
GR4	13500/ 15500 REAR SUSP/AXLE	$ 800.00		WHITE EXTERIOR	
G80	LOCKING DIFFERENTIAL	$ 1,350.00		JET BLACK VINYL SEATS	
JL1	TRAILER BRAKE CONT	$ 275.00	IOB	BLUETOOTH MY LINK	$ 275.00
K40	EXHAUST BRAKE	$ 275.00		4X4 UPGRADE	$ 3,190.00
M10	6 SPD AUTO TRANS	$ 740.00		RUBBER FLOORS	

Total of B. Published Options: $ 20,626.00

'ublished Option Discount (5%) $ (597.65)

C. **Additional Options**

Options	Bid Price	Options	Bid Price
11' DUMP BODY	$ 24,000.00		
REAR VISION CAMERA	$ 200.00		
REAR RECEIVER HITCH AND PLUG			
SPARE TIRE	$ 425.00		
UPFITTER SWITCHES	$ 115.00		

Total of C. Unpublished Options: $ 24,740.00

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** $ -

G. **Additional Delivery Charge:** 260 **miles** $ 455.00

H. **Subtotal:** $ 88,420.01

I. **Quantity Ordere** 1 **x K =** $ 88,420.01

J. **Trade in:** $ -

K. $ -

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 88,420.01

INTERLOCAL AGREEMENT
Region VIII Education Service Center
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)

City of Sherman
TEXAS PUBLIC ENTITY

TX 991667
Control Number (TIPS will Assign)

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective JUNE 7, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:
Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:
1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

Role of the Public Entity:
1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public Member Entity:

City of Sherman
Entity Name

By: Robby Hefton
Authorized Signature

Title: Robby Hefton – City Manager

June 7, 2017
Date

Purchasing Cooperative Lead Agency:

Region VIII Education Service Center

By: David Wayne Fitts
Authorized Signature

Title: Executive Director Region VIII ESC

June 7, 2017
Date

Public Entity Contact Information

Craig Long
Primary Purchasing Person Name

405 N. Rusk
Street Address

Sherman, Texas 75091
City, State Zip

903-892-7215
Telephone Number

903-891-0255
Fax Number

craigl@ci.sherman.tx.us
Primary Person Email Address

Tammy Davis
Secondary Person Name

tammyd@ci.sherman.tx.us
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 9.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6896***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1010 East Epstein Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1010 East Epstein Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On April 19, 2022, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G Home Builders LLC, Owner

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $479.22 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6896
Residential Tax Abatement Agreement
Exhibit A
Application
Warranty Deed
Building Permit
Site Plan
Location Map
Photo
Building Cost
Reinvestment Zone Map

RESOLUTION NO. 6896

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1010 EAST EPSTEIN STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from M&G Home Builders LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1010 East Epstein Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of May, 2022.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS LLC** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6734) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable

real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2022, and continuing for tax years 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2022, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	100%
2028	80%
2029	60%
2030	40%
2031	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 1010 East Epstein Street, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman	M&G Home Builders LLC
P.O. Box 1106	1218 N. Brents
Sherman, Texas 75091-1106	Sherman, TX 75090
(903) 892-7200	(903) 870-8212

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2022.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS LLC

BY: _____
MARTIN COVARRUBIAS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MARTIN COVARRUBIAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _____, 2022 A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EXHIBIT A

BEING all of that certain tract or parcel of land situated in the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 0.37 of an acre tract of land described in the deed to Scott A. Craven, recorded in Instrument No. 2019-10456, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said 0.37 acre tract, common to the northeast corner of Lot 2 of Epstein At Hazelwood Addition, according to the plat thereof recorded in Instrument No. 2017-3279, Plat Records, Grayson County, Texas, and on the southerly right-of-way line of East Epstein Street;

THENCE North 74°11'59" East, with a northerly line of said 0.37 acre tract, and with the southerly right-of-way line of said East Epstein Street, a distance of 100.95 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northern-most northeast corner of said 0.37 acre tract, common to the northwest corner of a tract of land described in the deed to Alice White and Glenda Dowden, recorded in Volume 5902, Page 155, said Official Records;

THENCE South 15°48'31" East, with an easterly line of said 0.37 acre tract, and with a westerly line of said Dowden Tract, a distance of 76.43 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for a re-entrant corner of said 0.37 acre tract, common to the western-most southwest corner of said Dowden Tract;

THENCE North 76°59'20" East, with a northerly line of said 0.37 acre tract, and with a southerly line of said Dowden Tract, a distance of 2.60 feet to a metal fence corner post found for the eastern-most northeast corner of said 0.37 acre tract, common to a re-entrant corner of said Dowden Tract;

THENCE South 15°09'14" East, with an easterly line of said 0.37 acre tract, and with a westerly line of said Dowden Tract, along or near a fence, a distance of 79.88 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southeast corner of said 0.37 acre tract, common to the southern-most southwest corner of said Dowden Tract, and on the northerly line of Lot 5 in Block 1 of H.P. Franklin's Replat of W.H. Despain's Addition, recorded in Volume 598, Page 289, Deed Records, Grayson County, Texas, and on the northerly line of a tract of land described in the deed to R4U Ventures, LLC, recorded in Instrument No. 2019-25602, said Official Records;

THENCE South 74°08'04" West, with the southerly line of said 0.37 acre tract, and with the northerly line of said Lot 5, and with the northerly line of said R4U Ventures, LLC Tract, and with the northerly line of a tract of land described in the deed to Antonio Orellana, recorded in Volume 5396, Page 186, said Official Records, a distance of 102.79 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southwest corner of said 0.37 acre tract, common to the northwest corner of said Lot 5, and common to the northeast corner of Lot 4 in said Block 1, and common to the southeast corner of a called 50-foot by 150-foot tract of land described in the deed to Edward Joe Marquez, III, recorded in Volume 2475, Page 291, said Official Records;

THENCE North 15°45'07" West, with the westerly line of said 0.37 acre tract, and with the easterly line of said Marquez Tract, passing en route at a distance of 50.00 feet a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said Marquez Tract, and continuing on said course, with the easterly line of aforesaid Lot 2 (Epstein at Hazelwood Addition), a total distance of 156.53 feet to the POINT OF BEGINNING and enclosing 0.367 of an acre (15,980 square feet) of land, more or less.

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G Home Builders, LLC

Mailing Address: 1218 N Brents, Sherman, TX 75090

Telephone Number: 903-870-8212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1010 E Epstein

Summary Legal Description: Lot: 1 Block: _____ Addition: M & G HOME BUILDERS EPSTEIN STREET ADDITION

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: x Remodeling: _____

Estimated Value of Improvements: 98000

Estimated Date of Start of Construction: 4/28

Estimated Date of Completion of Project: 8/1

Description of Project: new residential construction

Applicant(s): Martin Covarrubias - M&G Home Builders Date: 4/28/22

_____ Date: _____

2020 - 30793

VG-286-2020-30793

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 30793

Real Property Recordings

Recorded On: November 05, 2020 01:33 PM

Number of Pages: 4

Parties: CRAVEN SCOTT A

" Examined and Charged as Follows: "

Total Recording: $24.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	30793
Receipt Number:	20201105000073
Recorded Date/Time:	November 05, 2020 01:33 PM
User:	Rachelle C
Station:	CLERK06

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST
SHERMAN TX 75090

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED In the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

0134447

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS: THAT**
COUNTY OF GRAYSON §

SCOTT A. CRAVEN, A MARRIED MAN, OWNING, OCCUPYING AND CLAIMING OTHER PROPERTY AS HIS HOMESTEAD ("**Grantor**"), whose mailing address is 1290 JC MAPLES RD, GUNTER TX 75058, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration to Grantor in hand paid by **M&G HOME BUILDERS LLC, a Texas limited liability company** ("**Grantee**"), whose mailing address is **1218 N. Brents, Sherman, Texas 75090**, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the following real property, together with all improvements thereon (the "**Property**"):

BEING A 0.367 ACRE TRACT OF LAND, SITUATED IN GRAYSON COUNTY, TEXAS, BEING A PART OF THE G.B. PILANT SURVEY, ABSTRACT NO. 963, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON THE ATTACHED EXHIBIT "A".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF the date set forth in the acknowledgement herein, EFFECTIVE for all purposes as of the 5th day of Naember, 2020.

GRANTOR:

SCOTT A. CRAVEN

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Grayson §

Before me, a Notary Public, on the 5th day of November, 2020, personally appeared **SCOTT A. CRAVEN,** who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.

SHAWN MICHAEL KINCANNON
Notary Public, State of Texas
Comm. Expires 09-23-2022
Notary ID 124341980

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#22-000738 | Issued on: 04/13/2022 at 1:46 PM

Project Description: new residential construction at 1010 E Epstein.

ADDRESS
1010 E EPSTEIN St
Sherman, TX

PERMIT HOLDER
M&G HOME BUILDERS LLC
MARTIN COVARRUBIAS
(903) 870-8212

COLLABORATORS
- ALPINE AIR
  DONALD L BAILEY
  (903) 891-9154
- ALPINE AIR CONDITIONING & HEAT
  DONALD L BAILEY
  (903) 891-9154
- M&G HOME BUILDERS LLC
  MARTIN COVARRUBIAS
  (903) 870-8212

INFORMATION FIELDS

Subcontractor	M&G Home Builders	Square Feet	1446
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	0.181
Type of Construction List	Wood Frame	Off Street Parking	3
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes
Proposed Use	SINGLE FAMILY RESIDENTIAL	Former Use	NONE
Firm Name	M&G Home Builders		

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 433.80	$ 433.80	$ 433.80
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
TOTALS	$ 458.80	$ 458.80	$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

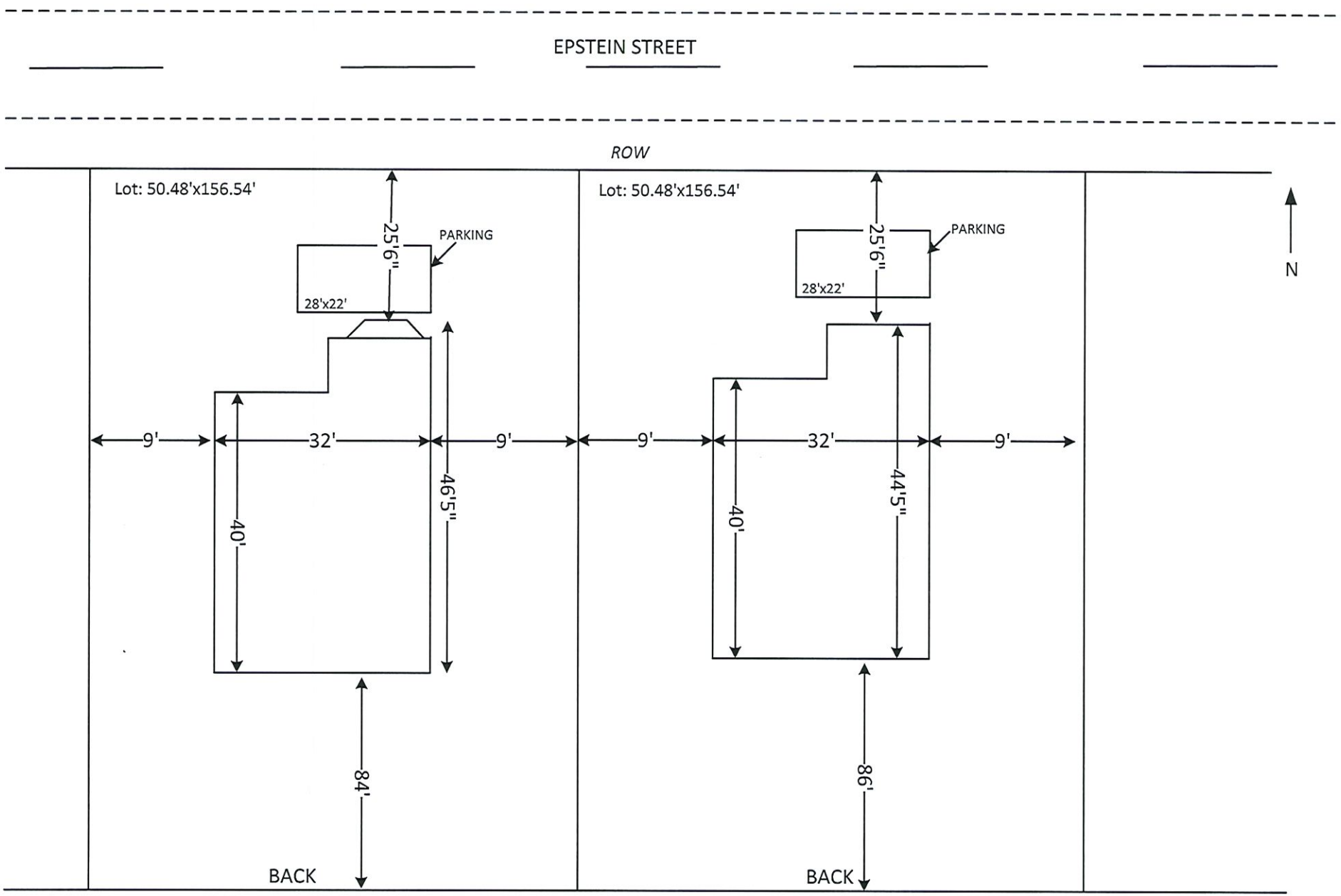
I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

(Signature of Contractor or Authorized Agent) — Date

(Approved By) Flood Plain Administrator — Date: 4-13-2022

(Approved By) Building & Zoning — Date: 4/13/22

Note: This permit is not approved or valid until signed by the Building & Zoning Department.



M & G HOME BUILDERS EPSTEIN STREET ADDITION, LOT 1

1010 E EPSTEIN

M & G HOME BUILDERS EPSTEIN STREET ADDITION, LOT 2

1014 E EPSTEIN

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(1010 E Epstein)

N
W E
S

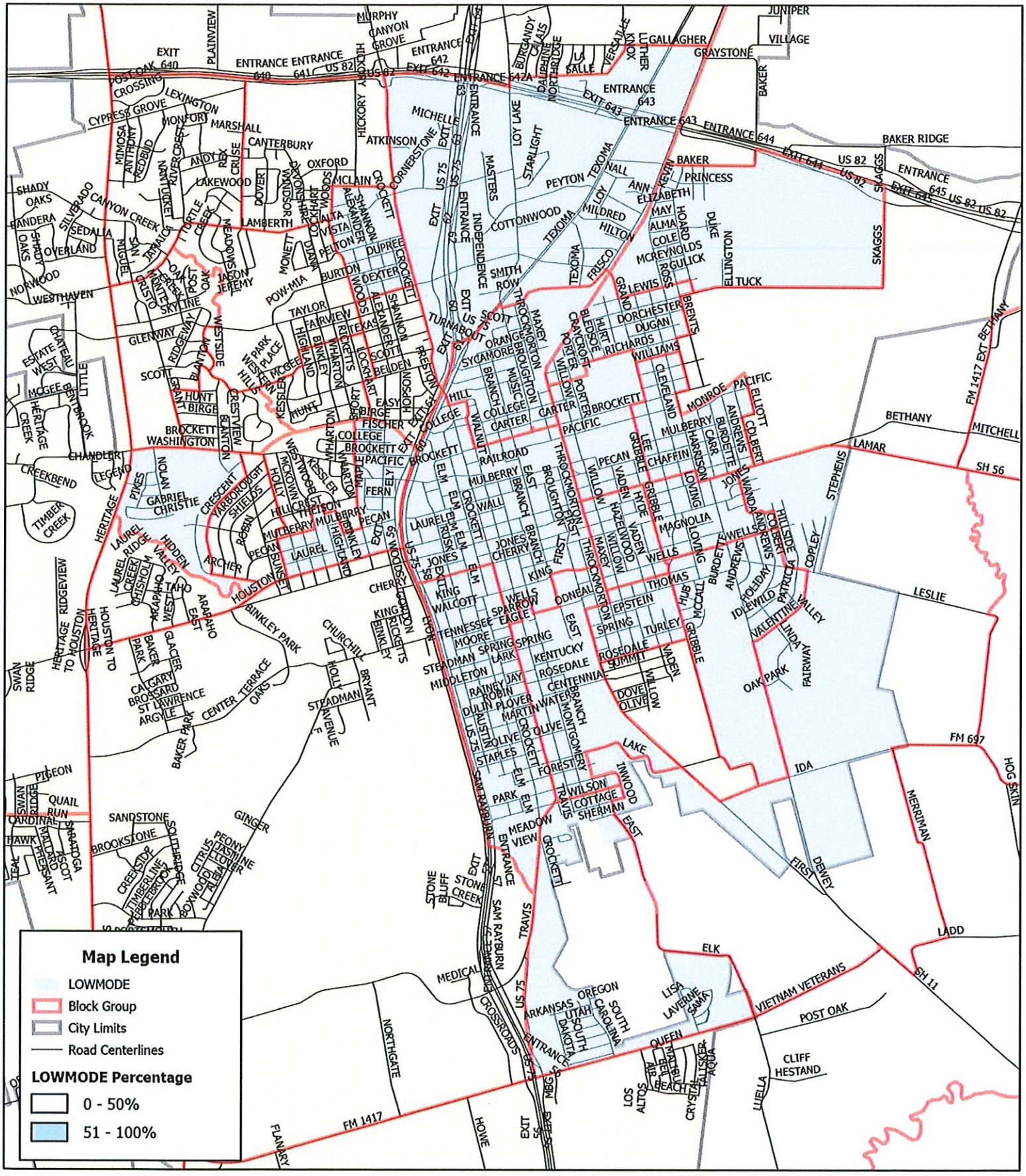
Date: 4/28/2022 2:07 PM

Scale: 1:860

1010 East Epstein St.

1010 E Epstein
SHERMAN,TX 75090

Description	Material&Labor
land preparation	$ 1,000.00
plumbing	$ 8,000.00
Concrete	$ 17,250.00
Frame	$ 22,250.00
flooring	$ 4,500.00
HVAC	$ 8,500.00
Electrical	$ 7,500.00
door n window	$ 4,000.00
roofing	$ 5,700.00
sheetrock/tape/bed	$ 5,700.00
appliances	$ 2,600.00
outside finish	$ 4,500.00
landscaping	$ 2,000.00
cabinets/granite	$ 4,500.00
Total	$ 98,000.00


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **E. 10.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

**** RESOLUTION NO. 6897***

Authorizing Execution of an Agreement with M&G Home Builders LLC for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1014 East Epstein Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 1014 East Epstein Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

On April 19, 2022, City Council renewed the residential tax abatement program to encourage the redevelopment within the City of Sherman's Reinvestment Zone, Number Ten (#10). This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

M&G Home Builders LLC, Owner

Financial Consideration:

A $75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately $474.33 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No.
Residential Tax Abatement Agreement
Exhibit A
Application
Warranty Deed
Building Permit
Site Plan
Location Map
Photo
Building Cost
Reinvestment Zone Map

RESOLUTION NO. 6897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1014 EAST EPSTEIN STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from M&G Home Builders LLC and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with M&G Home Builders LLC for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 1014 East Epstein Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 16th day of May, 2021.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **M&G HOME BUILDERS LLC** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6734) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable

real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2022, and continuing for tax years 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2022, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

TAX YEAR	ABATEMENT
2022	100%
2023	100%
2024	100%
2025	100%
2026	100%
2027	100%
2028	80%
2029	60%
2030	40%
2031	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030 and 2031, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

> Construction of one (1) new Single-Family Residence at 1014 East Epstein Street, Sherman, Texas, and as more particularly described by metes and bounds as to hereafter include the property described in **Exhibit A**:

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman	M&G Home Builders LLC
P.O. Box 1106	1218 N. Brents
Sherman, Texas 75091-1106	Sherman, TX 75090
(903) 892-7200	(903) 870-8212

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2022.

CITY:
CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON

OWNER:
M&G HOME BUILDERS LLC

BY: _____
MARTIN COVARRUBIAS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM
AND CONTENT:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **MARTIN COVARRUBIAS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this _____day of _____, 2022 A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

EXHIBIT A

BEING all of that certain tract or parcel of land situated in the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being a re-tracement survey of a called 0.37 of an acre tract of land described in the deed to Scott A. Craven, recorded in Instrument No. 2019-10456, Official Records, Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said 0.37 acre tract, common to the northeast corner of Lot 2 of Epstein At Hazelwood Addition, according to the plat thereof recorded in Instrument No. 2017-3279, Plat Records, Grayson County, Texas, and on the southerly right-of-way line of East Epstein Street;

THENCE North 74°11'59" East, with a northerly line of said 0.37 acre tract, and with the southerly right-of-way line of said East Epstein Street, a distance of 100.95 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northern-most northeast corner of said 0.37 acre tract, common to the northwest corner of a tract of land described in the deed to Alice White and Glenda Dowden, recorded in Volume 5902, Page 155, said Official Records;

THENCE South 15°48'31" East, with an easterly line of said 0.37 acre tract, and with a westerly line of said Dowden Tract, a distance of 76.43 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for a re-entrant corner of said 0.37 acre tract, common to the western-most southwest corner of said Dowden Tract;

THENCE North 76°59'20" East, with a northerly line of said 0.37 acre tract, and with a southerly line of said Dowden Tract, a distance of 2.60 feet to a metal fence corner post found for the eastern-most northeast corner of said 0.37 acre tract, common to a re-entrant corner of said Dowden Tract;

THENCE South 15°09'14" East, with an easterly line of said 0.37 acre tract, and with a westerly line of said Dowden Tract, along or near a fence, a distance of 79.88 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southeast corner of said 0.37 acre tract, common to the southern-most southwest corner of said Dowden Tract, and on the northerly line of Lot 5 in Block 1 of H.P. Franklin's Replat of W.H. Despain's Addition, recorded in Volume 598, Page 289, Deed Records, Grayson County, Texas, and on the northerly line of a tract of land described in the deed to R4U Ventures, LLC, recorded in Instrument No. 2019-25602, said Official Records;

THENCE South 74°08'04" West, with the southerly line of said 0.37 acre tract, and with the northerly line of said Lot 5, and with the northerly line of said R4U Ventures, LLC Tract, and with the northerly line of a tract of land described in the deed to Antonio Orellana, recorded in Volume 5396, Page 186, said Official Records, a distance of 102.79 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southwest corner of said 0.37 acre tract, common to the northwest corner of said Lot 5, and common to the northeast corner of Lot 4 in said Block 1, and common to the southeast corner of a called 50-foot by 150-foot tract of land described in the deed to Edward Joe Marquez, III, recorded in Volume 2475, Page 291, said Official Records;

THENCE North 15°45'07" West, with the westerly line of said 0.37 acre tract, and with the easterly line of said Marquez Tract, passing en route at a distance of 50.00 feet a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said Marquez Tract, and continuing on said course, with the easterly line of aforesaid Lot 2 (Epstein at Hazelwood Addition), a total distance of 156.53 feet to the POINT OF BEGINNING and enclosing 0.367 of an acre (15,980 square feet) of land, more or less.

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: M&G Home Builders, LLC

Mailing Address: 1218 N Brents, Sherman, TX 75090

Telephone Number: 903-870-8212

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 1014 E Epstein

Summary Legal Description: Lot: 2 Block: _____ Addition: M & G HOME BUILDERS EPSTEIN STREET ADDITION

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: x Remodeling: _____

Estimated Value of Improvements: 97000

Estimated Date of Start of Construction: 4/28

Estimated Date of Completion of Project: 8/1

Description of Project: new residential construction

Applicant(s): Martin Covarrubias - M&G Home Builders Date: 4/28/22

_____ Date: _____

2020 - 30793

VG-286-2020-30793

Grayson County
Wilma Bush
County Clerk
Sherman, TX 75090

Instrument Number: 2020 - 30793

Real Property Recordings

Recorded On: November 05, 2020 01:33 PM

Number of Pages: 4

Parties: CRAVEN SCOTT A

" Examined and Charged as Follows: "

Total Recording: $24.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:	
Document Number:	30793
Receipt Number:	20201105000073
Recorded Date/Time:	November 05, 2020 01:33 PM
User:	Rachelle C
Station:	CLERK06

Record and Return To:
RED RIVER TITLE CO
421 N CROCKETT ST
SHERMAN TX 75090

STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED In the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

013444

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
§ **KNOW ALL BY THESE PRESENTS: THAT**
COUNTY OF GRAYSON §

SCOTT A. CRAVEN, A MARRIED MAN, OWNING, OCCUPYING AND CLAIMING OTHER PROPERTY AS HIS HOMESTEAD ("Grantor"), whose mailing address is 1290 JC MAPLES RD., GUNTER TX 75058, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration to Grantor in hand paid by **M&G HOME BUILDERS LLC, a Texas limited liability company** ("Grantee"), whose mailing address is **1218 N. Brents, Sherman, Texas 75090**, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the following real property, together with all improvements thereon (the "**Property**"):

BEING A 0.367 ACRE TRACT OF LAND, SITUATED IN GRAYSON COUNTY, TEXAS, BEING A PART OF THE G.B. PILANT SURVEY, ABSTRACT NO. 963, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON THE ATTACHED EXHIBIT "A".

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor, their heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED AS OF the date set forth in the acknowledgement herein, EFFECTIVE for all purposes as of the 5th day of November, 2020.

GRANTOR:

SCOTT A. CRAVEN

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF Grayson §

Before me, a Notary Public, on the 5th day of November, 2020, personally appeared **SCOTT A. CRAVEN,** who acknowledged that he did sign the foregoing instrument, and acknowledged to me that he executed the same for the uses and purposes and consideration therein expressed.

SHAWN MICHAEL KINCANNON
Notary Public, State of Texas
Comm. Expires 09-23-2022
Notary ID 124341980

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701

Sherman
CLASSIC TOWN. BROAD HORIZON.

CITY OF SHERMAN

New Residential Building Permit

#22-000739 | Issued on: 04/13/2022 at 1:45 PM

Project Description: 1014 E Epstein new construction project
http://esearch.graysonappraisal.org/Property/View/434443

ADDRESS
1014 E EPSTEIN St
Sherman, TX 75090

LEGAL
G-0963 Pilant G B A-g0963, Acres .37

PERMIT HOLDER
M&G HOME BUILDERS LLC
MARTIN COVARRUBIAS
(903) 870-8212

COLLABORATORS
- ALPINE AIR
  DONALD L BAILEY
  (903) 891-9154
- ALPINE AIR CONDITIONING & HEAT
  DONALD L BAILEY
  (903) 891-9154
- M&G HOME BUILDERS LLC
  MARTIN COVARRUBIAS
  (903) 870-8212

OWNERS
- M & G Home Builders LLC

INFORMATION FIELDS

Subcontractor	M&G Home Builders	Square Feet	1446
Bedrooms	3	Bathrooms	2
Number of Stories	1	Number of Acres	0.186
Type of Construction List	Wood Frame	Off Street Parking	3
Sewer Disposal	Public Sewer	Water Supply	Public
Heating	Electric	Permit Certification	Yes
Proposed Use	SINGLE FAMILY RESIDENTIAL	Former Use	NONE
Firm Name	M&G Home Builders		

FEE	TOTAL	PAID	DUE
Building Permit Fee (R)	$ 433.80	$ 433.80	$ 433.80
Storm Water Fee	$ 25.00	$ 25.00	$ 25.00
TOTALS	$ 458.80	$ 458.80	$ 0.00

NOTICE
This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended of abandoned for a period of 6 months at any time after work is started. This permit is for the Permit Holder only. Repermitting will be required if Contractor changes.

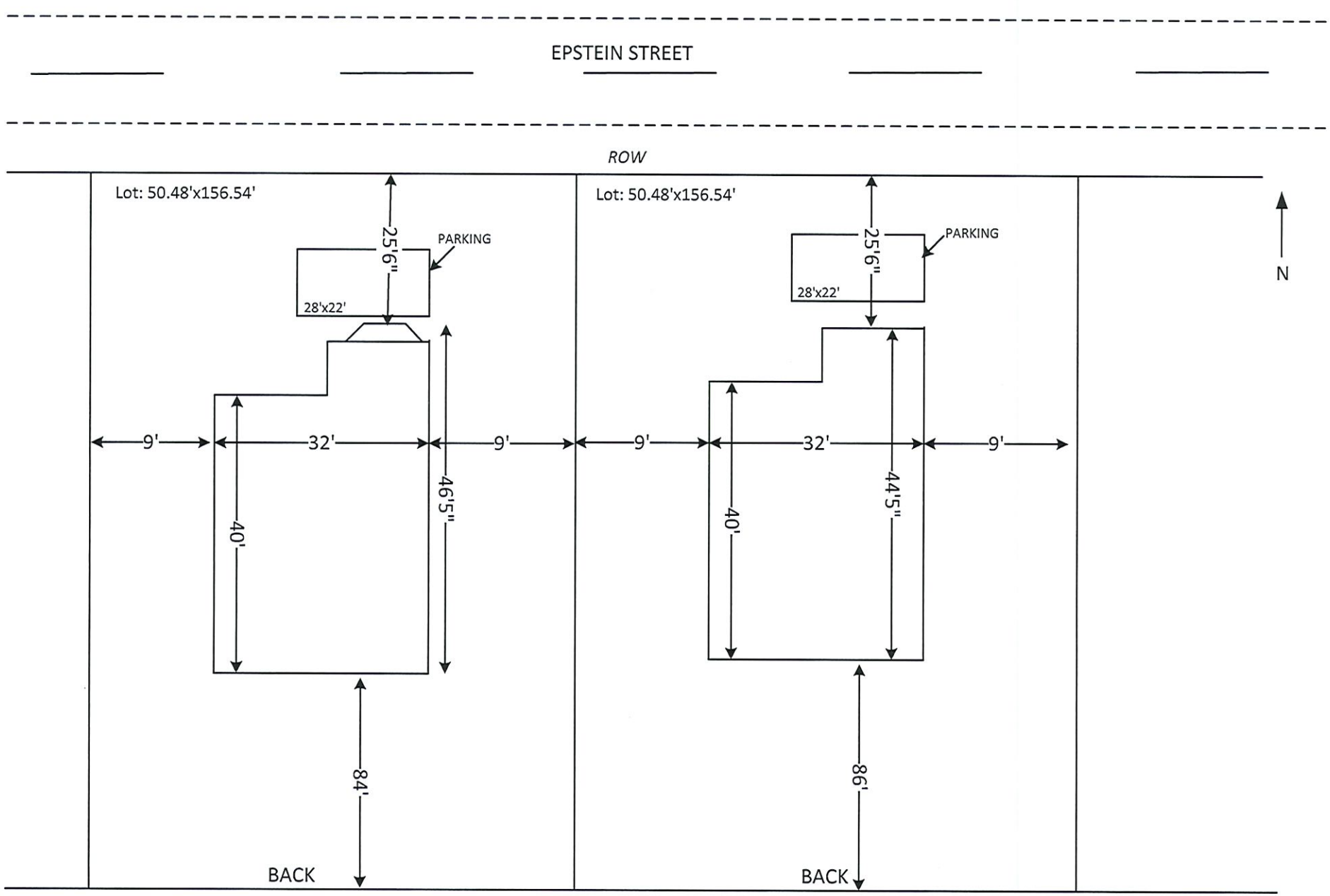
I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

(Signature of Contractor or Authorized Agent) — Date

(Approved By) Flood Plain Administrator — Date: 4-13-2022

(Approved By) Building & Zoning — Date: 4/13/22

Note: This permit is not approved or valid until signed by the Building & Zoning Department.



M & G HOME BUILDERS EPSTEIN STREET ADDITION, LOT 1

1010 E EPSTEIN

M & G HOME BUILDERS EPSTEIN STREET ADDITION, LOT 2

1014 E EPSTEIN

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(1014 E Epstein)

N
W E
S

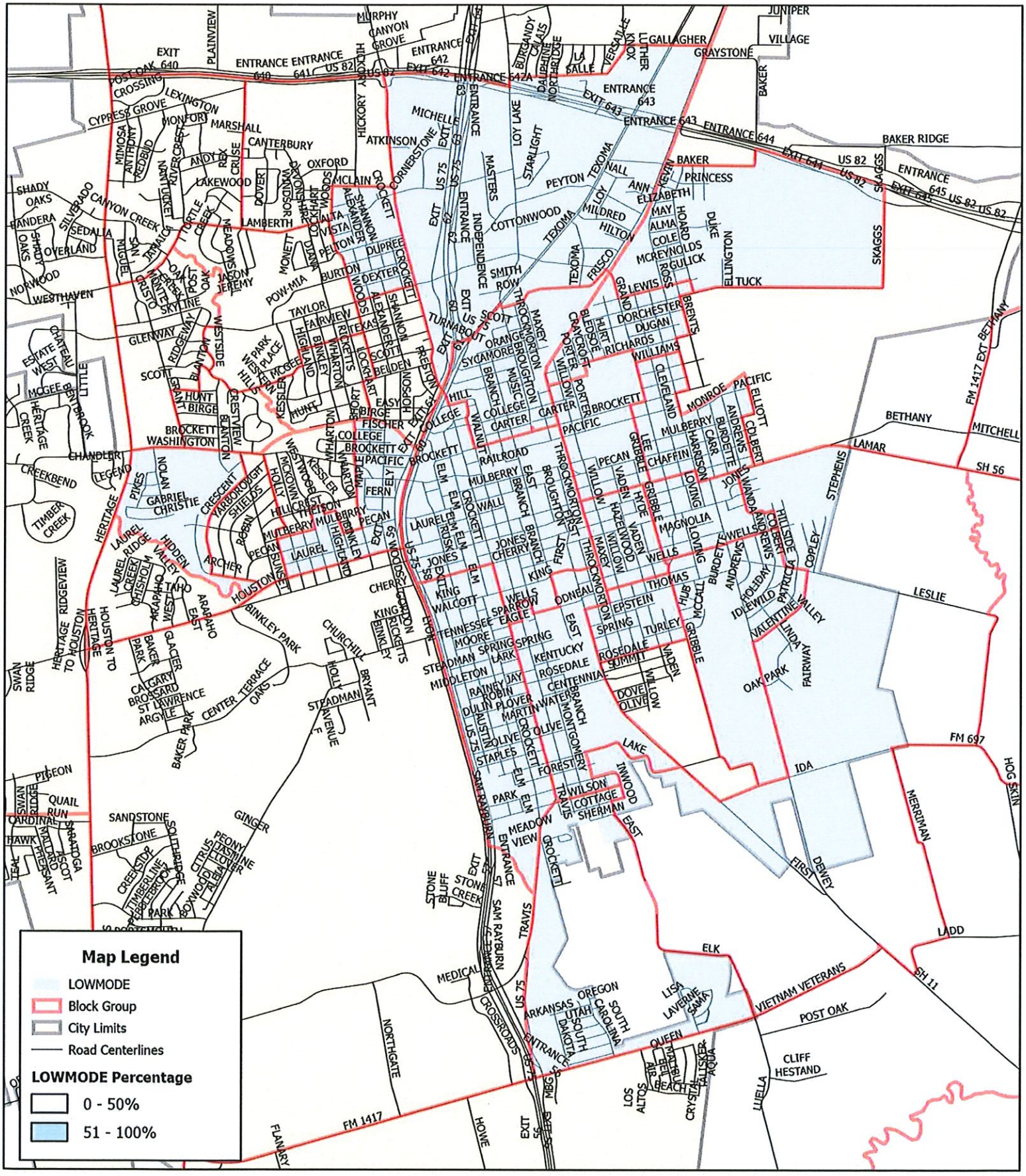
Date: 4/28/2022 2:07 PM

Scale: 1:860

1014 East Epstein St.

1014 E Epstein
SHERMAN,TX 75090

Description	Material&Labor
land preparation	$ 1,000.00
plumbing	$ 8,000.00
Concrete	$ 17,000.00
Frame	$ 22,000.00
flooring	$ 4,500.00
HVAC	$ 8,500.00
Electrical	$ 7,500.00
door n window	$ 3,500.00
roofing	$ 5,700.00
sheetrock/tape/bed	$ 5,700.00
appliances	$ 2,600.00
outside finish	$ 4,500.00
landscaping	$ 2,000.00
cabinets/granite	$ 4,500.00
Total	$ 97,000.00


Map Legend
LOWMODE
Block Group
City Limits
Road Centerlines
LOWMODE Percentage
0 - 50%
51 - 100%

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 1.**

Meeting Date: 05/16/2022

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Approval of the Annexation Scheduling Plan for Adoption of Approximately 150.434 acres of land located South of W Lamberth Road, West of Carriage Estates Road and North of Sand Creek, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction; and Directing the Department of Engineering Services to Develop a Service Plan for the Area to be Annexed Upon Approval of the Annexation Scheduling Plan

Issue:

To consider approval of the schedule for annexation of approximately 150.434 acres of land located south of W Lamberth Road, west of Carriage Estates Road, and north of Sand Creek, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

The property owners, Hickory Hill, LLC and Lamberth Hickory Hill, LLC, have requested annexation into the city limits of approximately 150.434 acres of land located south of W Lamberth Road, west of Carriage Estates Road, and north of Sand Creek, adjacent to the Sherman City Limits, adjacent to the Sherman City Limits and in the City's ETJ. The Texas Local Government Code, Section 43.0673 provides the following:

(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area.

(b) The agreement must include:
(1) a list of each service the municipality will provide on the effective date of the annexation; and
(2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation.

(c) The municipality is not required to provide a service that is not included in the agreement.

City staff recommends the public hearing on its intent to annex be held at the June 6th meeting and that action on the Annexation Ordinance be taken at the same meeting.

Origination:

Authorizations Letter from Hickory Hill, LLC and Lamberth Hickory Hill, LLC

Financial Consideration:

City accepts maintenance. A cost benefit analysis will be prepared prior to final action on this item.

Staff Recommendation:

City Staff recommends that the public hearing on the intent to annex be held at the June 6th regular meeting and that action on the Annexation Ordinance be taken at the same meeting.

Alternatives:

None proposed

Attachments

Annexation Service Plan
Authorization Letter
Annexation Request Letter
Legal Description
Aerial Location Map

ANNEXATION SCHEDULING PLAN

Annexation of approximately 150.434 acres of land adjacent to the city limits, located South of W Lamberth Road, West of Carriage Estates Road and North of Sand Creek being more specifically described as:
Hickory Hill

Monday, May 16, 2022	City Council sets public hearing date and accepts annexation application.
Wednesday, May 18, 2022	Send written notice via certified mail, RRR, to property owner(s) in area to be annexed, public or private entities that provide services in the area and any railroads that have ROW in the area to be annexed. Send written notice via certified mail, RRR, to each public school district in the area to be annexed. Such notices must contain the details described in Section 43.0561 of the Local Government Code. Provide draft of proposed annexation service plan agreement in accordance with Section 43.0672 of the Local Government Code.
Friday, May 20, 2022	Publish notice of public hearing in the City's official newspaper. Obtain required affidavit of publication from newspaper. Post notice of public hearing on City's website and keep posting up until the date of the hearing.
Thursday, June 2, 2022	Post notice of public hearing as required by Open Meetings Act.
Monday, June 6, 2022	Hold public hearing. (Regular Council Meeting)
Monday, June 6, 2022	Adopt ordinance. (Regular Council Meeting)

5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Property Owner's Authorization Letter for New Planned Development District Application, Annexation Request, and Annexation Service Plan Agreement for the Tract of Land Consisting of ~107.657 Acres Located in Grayson County, Texas (the "Property").***

Dear Mr. Rae:

Hickery Hill LLC, a Texas limited liability company (the "***Owner***"), is the sole owner of the Property. Owner submits this letter to authorize Jackson Walker L.L.P. and Linesight Real Estate LLC, a Texas limited liability company, to act as our representatives in connection with pursuing a request for a Planned Development District, Annexation Request, and Annexation Service Plan Agreement on the above-described Property, and for any other City of Sherman applications or requests in connection therewith.

Should you have any questions or concerns, please feel free to contact me at:

Address: 927 Kiowa Dr. West
Lake Kiowa, Texas
Email: wbplauchel@yahoo.com

HICKERY HILL, LLC,
a Texas limited liability company

By: _____

Name: William Plauche

Its: manager

5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Property Owner's Authorization Letter for New Planned Development District Application, Annexation Request, and Annexation Service Plan Agreement for the Tract of Land Consisting of ~36.083 Acres Located in Grayson County, Texas (the "Property").***

Dear Mr. Rae:

Lamberth Hickory Hill LLC, a Texas limited liability company (the "***Owner***"), is the sole owner of the Property. Owner submits this letter to authorize Jackson Walker L.L.P. and Linesight Real Estate LLC, a Texas limited liability company, to act as our representatives in connection with pursuing a request for a New Planned Development District Application, Annexation Request, and Annexation Service Plan Agreement on the above-described Property, and for any other City of Sherman applications or requests in connection therewith.

Should you have any questions or concerns, please feel free to contact me at:

Address: 927 Kiowa Dr W.
Lake Kiowa TX 76240

Email: Wbplauche1@yahoo.com

LAMBERTH HICKORY HILL, LLC,
a Texas limited liability company

By: _____

Name: William Plauche

Its: Manager

STATE OF Texas §
§
COUNTY OF Grayson §

This instrument was acknowledged before me on the 5 day of May, 2022, by William Plavche, as manager of LAMBERTH HICKORY HILL, LLC, a Texas limited liability company, on behalf said limited liability company.

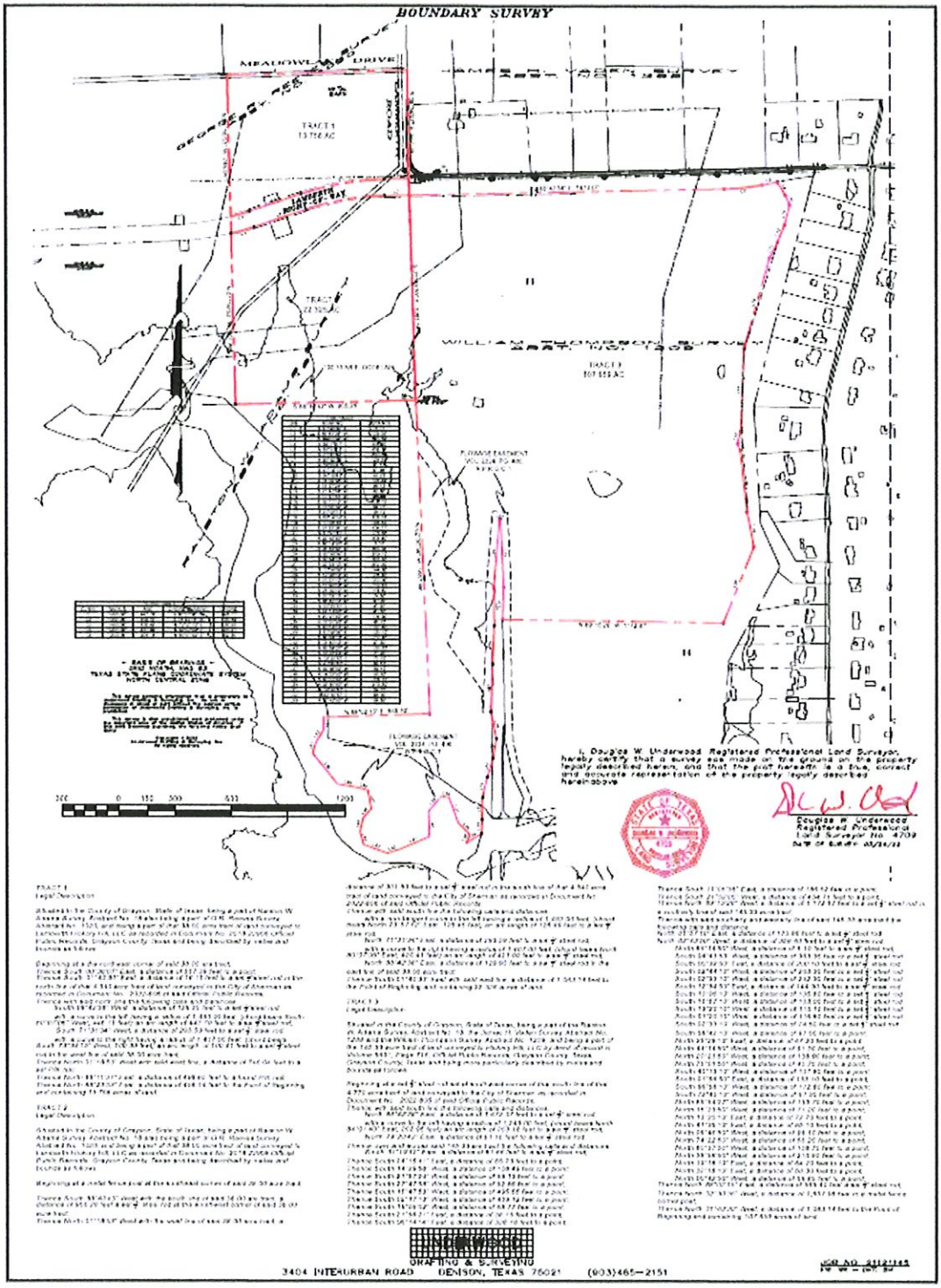
SHELLY LEEANN DEATON
Notary ID #132425730
My Commission Expires
April 3, 2024

[SEAL]

Notary Public in and for the State of Texas

My Commission expires: 4/3/2024

EXHIBIT "A"
BOUNDARY SURVEY



5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Petition for Voluntary Full Purpose Annexation of Tract of Land Consisting of ~36.083 Acres Located in Grayson County, Texas (the "Petition").***

Dear Mr. Rae:

Pursuant to Texas Local Government Code, as the sole owner of the tracts of land consisting of ***~36.083*** acres located in Grayson County, Texas, as depicted and described as Tracts 1 and 2 in the boundary survey, attached hereto as Exhibit "A" (the "***Property***"), the undersigned submits this Petition, subject to the approval of the proposed annexation service plan agreement and the proposed planned development regulations for the Property. The purpose of this Petition is to extend City services to the proposed planned development on the Property. This Petition shall remain irrevocable in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are approved, but in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are not approved, the undersigned, as the sole owner of the Property, shall have the right, in its sole discretion, to withdraw this Petition.

Please let me know if there is anything else you need from me at this time.

Sincerely,

LAMBERTH HICKORY HILL LLC,
a Texas limited liability company

By: _____

Name: William Plaeche

Its: Manager

5/5, 2022

Mr. Rob Rae
Director of Development
City of Sherman
220 W Mulberry
Sherman, TX 75090
robr@cityofsherman.com

Re: ***Petition for Voluntary Full Purpose Annexation of Tract of Land Consisting of ~107.657 Acres Located in Grayson County, Texas (the "Petition").***

Dear Mr. Rae:

Pursuant to Texas Local Government Code, as the sole owner of the tract of land consisting of ~107.657 acres located in Grayson County, Texas, as depicted and described as Tract 3 in the boundary survey, attached hereto as Exhibit "A" (the "***Property***"), the undersigned submits this Petition, subject to the approval of the proposed annexation service plan agreement and the proposed planned development regulations for the Property. The purpose of this Petition is to extend City services to the proposed planned development on the Property. This Petition shall remain irrevocable in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are approved, but in the event the proposed annexation service plan agreement and the proposed planned development regulations for the Property are not approved, the undersigned, as the sole owner of the Property, shall have the right, in its sole discretion, to withdraw this Petition.

Please let me know if there is anything else you need from me at this time.

Sincerely,

HICKERY HILL LLC,
a Texas limited liability company

By: _____

Name: William Plauche

Its: manager

STATE OF Texas §
§
COUNTY OF Grayson §

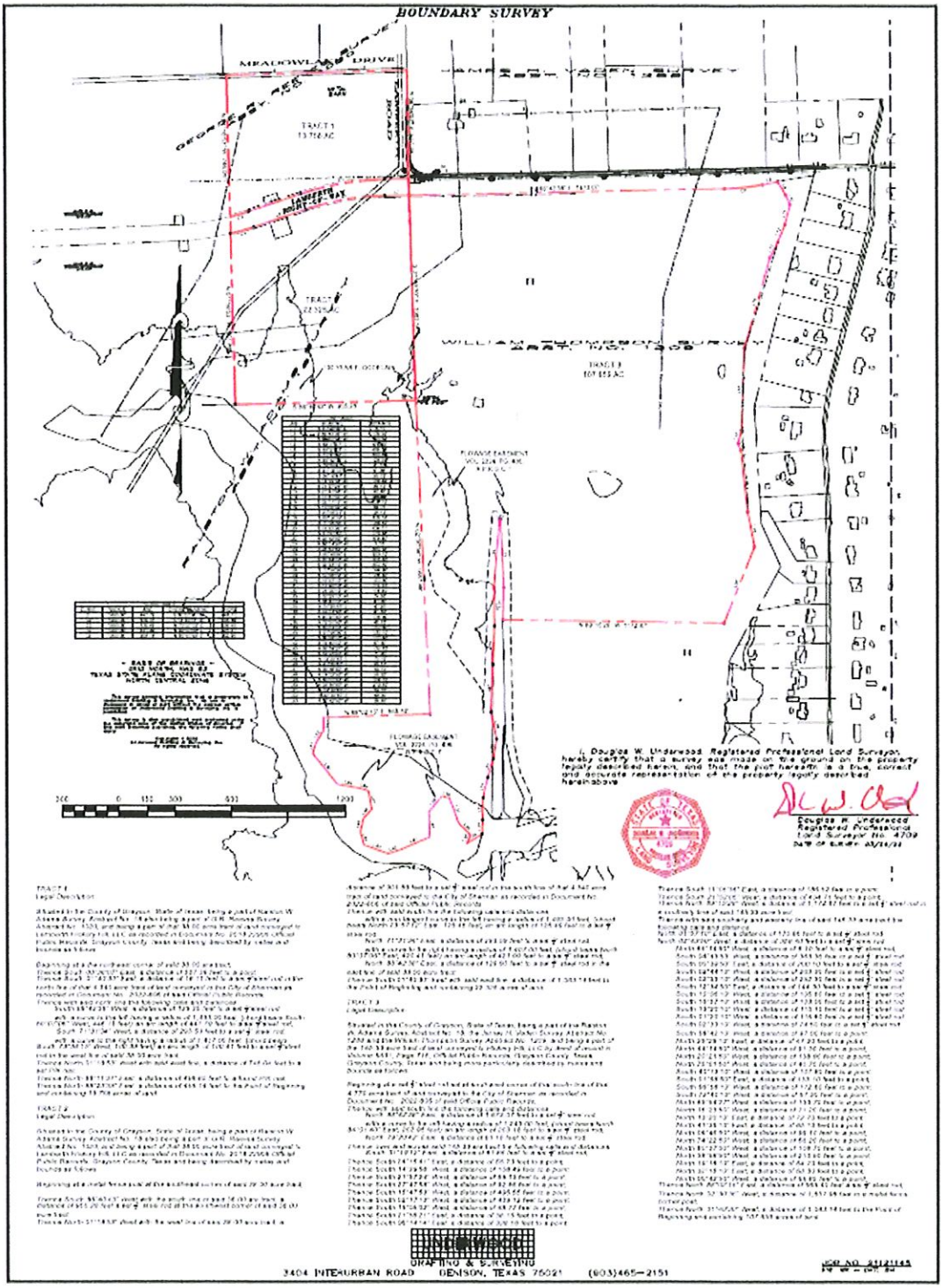
This instrument was acknowledged before me on the 5 day of May, 2022, by William Plauche, as manager of HICKERY HILL, LLC, a Texas limited liability company, on behalf said limited liability company.

SHELLY LEEANN DEATON
Notary ID #132425730
My Commission Expires
April 3, 2024
[SEAL]

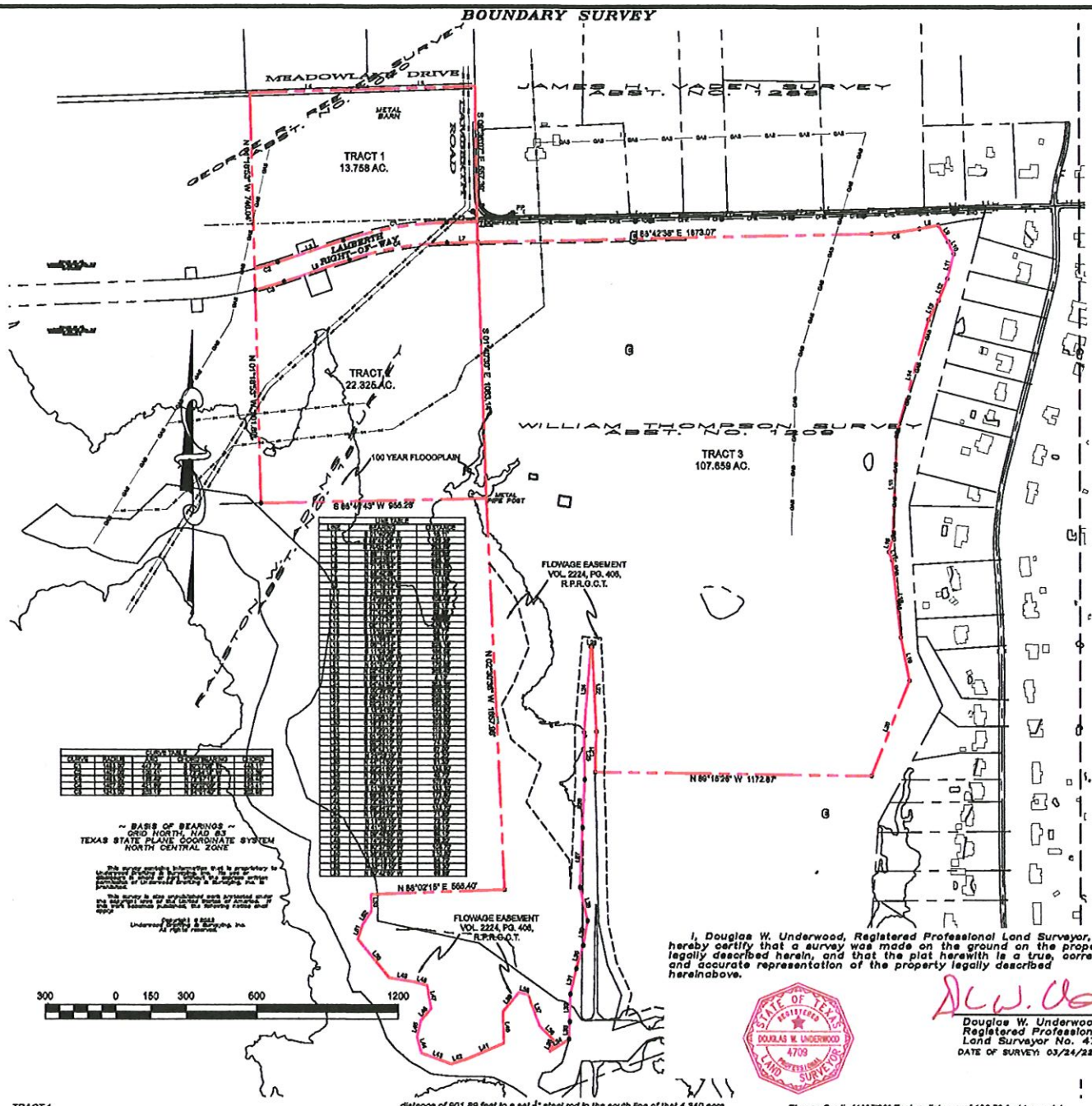
Notary Public in and for the State of Texas

My Commission expires: 4/3/2022

EXHIBIT "A"
BOUNDARY SURVEY



BOUNDARY SURVEY



I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

STATE OF TEXAS REGISTERED DOUGLAS W. UNDERWOOD 4709 PROFESSIONAL LAND SURVEYOR

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
DATE OF SURVEY: 03/24/22

TRACT 1
Legal Description

Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being a part of that 38.00 acre tract of land conveyed to Lamberth Hickory Hill, LLC as recorded in Document No. 2018-22908 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a the northeast corner of said 38.00 acre tract;
Thence South 00°36'07" East, a distance of 657.39 feet to a point;
Thence South 01°40'30" East, a distance of 18.11 feet to a set ½" steel rod in the north line of that 4.340 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-606 of said Official Public Records;
Thence with said north line the following calls and distances
South 88°42'38" West, a distance of 129.38 feet to a set ½" steel rod,
with a curve to the left having a radius of 1,493.00 feet, (chord bears South 80°07'08" West, 445.11 feet) an arc length of 447.79 feet to a set ½" steel rod,
South 71°31'34" West, a distance of 293.69 feet to a set ½" steel rod;
with a curve to the right having a radius of 1,407.00 feet, (chord bears South 73°34'15" West, 100.39 feet) an arc length of 100.41 feet to a set ½" steel rod in the west line of said 38.00 acre tract;
Thence North 01°18'53" West with said west line, a distance of 748.04 feet to a set P/K nail;
Thence North 88°11'37" East, a distance of 498.65 feet to a found P/K nail;
Thence North 88°23'33" East, a distance of 458.14 feet to the Point of Beginning and containing 13.758 acres of land.

TRACT 2
Legal Description

Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being a part of that 38.00 acre tract of land conveyed to Lamberth Hickory Hill, LLC as recorded in Document No. 2018-22908 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a metal fence post at the southeast corner of said 38.00 acre tract;

Thence South 88°40'43" West with the south line of said 38.00 acre tract, a distance of 955.28 feet a set ½" steel rod at the southwest corner of said 38.00 acre tract;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 601.89 feet to a set ½" steel rod in the south line of that 4.340 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-606 of said Official Public Records;
Thence with said south line the following calls and distances;
with a non-tangent curve to the left having a radius of 1,493.00 feet, (chord bears North 73°07'12" East, 126.48 feet) an arc length of 126.49 feet to a set ½" steel rod;
North 71°31'34" East, a distance of 293.69 feet to a set ½" steel rod,
with a curve to the right having a radius of 1,407.00 feet, (chord bears North 80°07'08" East, 420.41 feet) an arc length of 421.99 feet to a set ½" steel rod,
North 88°42'38" East, a distance of 129.93 feet to a set ½" steel rod in the east line of said 38.00 acre tract;
Thence South 01°40'30" East with said east line, a distance of 1,083.14 feet to the Point of Beginning and containing 22.325 acres of land.

TRACT 3
Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, the James H. Veden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, and being a part of the 145.33 acre tract of land conveyed to Hickory Hill, LLC by deed of record in Volume 5661, Page 718, Official Public Records, Grayson County, Texas, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a set ½" steel rod set at southwest corner of that south line of that 4.770 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-605 of said Official Public Records;
Thence with said south line the following calls and distances;
North 88°42'38" East, a distance of 1,873.07 feet to a set ½" steel rod,
with a curve to the left having a radius of 1,243.00 feet, (chord bears North 64°01'40" East, 202.95 feet) an arc length of 203.18 feet to a set ½" steel rod,
North 79°20'42" East, a distance of 61.16 feet to a set ½" steel rod;
Thence over and across said 145.33 acre tract the following calls and distances:
South 31°19'13" East, a distance of 91.85 feet to a set ½" steel rod,
Thence South 24°15'41" East, a distance of 55.73 feet to a point;
Thence South 14°29'58" West, a distance of 108.49 feet to a point;
Thence South 21°57'24" West, a distance of 99.13 feet to a point;
Thence South 27°47'58" West, a distance of 92.86 feet to a point;
Thence South 15°47'53" West, a distance of 495.55 feet to a point;
Thence South 02°17'13" West, a distance of 439.12 feet to a point;
Thence South 15°05'02" West, a distance of 68.77 feet to a point;
Thence South 21°59'21" East, a distance of 38.18 feet to a point;
Thence South 06°14'14" East, a distance of 328.16 feet to a point;
Thence South 11°05'36" East, a distance of 186.62 feet to a point;
Thence South 21°52'05" West, a distance of 434.71 feet to a point;
Thence North 88°15'26" West, a distance of 1,172.87 feet to a set ½" steel rod in a southerly line of said 145.33 acre tract;
Thence with said southerly and westerly line of said 145.33 acre tract the following calls and distances:
North 01°57'10" East, a distance of 170.68 feet to a set ½" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set ½" steel rod
North 86°14'50" West, a distance of 8.10 feet to a set ½" steel rod,
South 04°43'53" West, a distance of 363.35 feet to a set ½" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set ½" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set ½" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set ½" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set ½" steel rod
South 10°06'10" West, a distance of 105.60 feet to a set ½" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set ½" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set ½" steel rod
South 01°20'10" West, a distance of 118.80 feet to a set ½" steel rod
South 02°33'10" West, a distance of 74.60 feet to a set ½" steel rod
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance of 47.20 feet to a point;
North 44°14'50" West, a distance of 91.30 feet to a point;
North 20°21'50" West, a distance of 138.90 feet to a point;
North 75°01'50" West, a distance of 40.70 feet to a point;
South 40°13'10" West, a distance of 107.80 feet to a point;
South 01°55'50" East, a distance of 133.10 feet to a point;
South 66°58'10" West, a distance of 172.60 feet to a point;
South 72°40'10" West, a distance of 97.30 feet to a point;
North 69°54'27" West, a distance of 133.70 feet to a point;
North 15°23'50" West, a distance of 71.20 feet to a point;
North 13°20'10" East, a distance of 72.70 feet to a point;
North 41°35'10" East, a distance of 65.10 feet to a point;
North 09°45'50" West, a distance of 99.10 feet to a point;
North 74°22'50" West, a distance of 66.20 feet to a point;
North 80°37'50" West, a distance of 108.70 feet to a point;
North 38°55'50" West, a distance of 210.60 feet to a point;
North 19°18'10" East, a distance of 64.70 feet to a point;
North 32°18'10" East, a distance of 68.30 feet to a point;
North 00°42'50" West, a distance of 69.85 feet to a point;
Thence North 88°02'15" East, a distance of 568.40 feet a set ½" steel rod;
Thence North 02°30'36" West, a distance of 1,657.98 feet to a metal fence corner post;
Thence North 01°40'30" West, a distance of 1,083.14 feet to the Point of Beginning and containing 107.659 acres of land.

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

JOB NO. 2112114B
FW WK -- DFT: BH

TRACT 1
Legal Description

Situated in the County of Grayson, State of Texas, being a part of the Ralston W. Adams Survey, Abstract No. 18, the James H. Vaden Survey, Abstract No. 1288 and the William Thompson Survey, Abstract No. 1209, and being a part of the 145.33 acre tract of land conveyed to Hickery Hill, LLC by deed of record in Volume 5691, Page 715, Official Public Records, Grayson County, Texas, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod northwest corner of said 145.33 acre tract and the northwest corner of that 4.770 acre tract of land conveyed to the City of Sherman as recorded in Document No. 2022-805 of said Official Public Records;

Thence North 88°42'38" East, a distance of 2,159.61 feet to a found P/K nail;
Thence South 14°32'44" West, a distance of 47.97 feet to asset ½" steel rod;
Thence with a non-tangent curve to the left having a radius of 1,157.00 feet, (chord bears South 82°02'56" West, 109.16 feet) an arc length of 109.20 feet to a point;
Thence South 79°20'42" West, a distance of 83.10 feet to a point;

Thence over and across said 145.33 are tract the following calls and distances:
South 31°19'12" East, a distance of 81.86 feet to a set 1/2" steel rod,
South 24°15'41" East, a distance of 55.73 feet to a set 1/2" steel rod;
South 14°29'58" West, a distance of 108.49 feet to a set 1/2" steel rod;
South 21°57'24" West, a distance of 99.13 feet to a set 1/2" steel rod;
South 27°47'58" West, a distance of 92.86 feet to a set 1/2" steel rod;
South 15°47'53" West, a distance of 495.55 feet to a set 1/2" steel rod;
South 02°17'13" West, a distance of 439.12 feet to a set 1/2" steel rod;
South 15°05'02" West, a distance of 68.77 feet to a set 1/2" steel rod;
South 21°56'21" East, a distance of 38.15 feet to a set 1/2" steel rod;
South 06°14'14" East, a distance of 328.16 feet to a set 1/2" steel rod;
South 11°05'36" East, a distance of 186.52 feet to a set 1/2" steel rod;
South 21°52'05" West, a distance of 434.71 feet to a set 1/2" steel rod;
Thence North 89°15'26" West, a distance of 1,172.87 feet to a set 1/2" steel rod in a southerly line of said 145.33 acre tract;
Thence with said southerly and westerly line of said 145.33 acre tract the following calls and distance:
North 01°57'10" East, a distance of 170.86 feet to a set 1/2" steel rod
North 02°43'50" West, a distance of 359.40 feet to a set 1/2" steel rod
North 86°14'50" West, a distance of 5.10 feet to a set 1/2" steel rod,
South 04°43'53" West, a distance of 363.36 feet to a set 1/2" steel rod
South 00°39'50" East, a distance of 200.10 feet to a set 1/2" steel rod
South 02°44'10" West, a distance of 203.30 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 252.30 feet to a set 1/2" steel rod
South 12°34'50" East, a distance of 144.90 feet to a set 1/2" steel rod
South 10°06'10" West, a distance of 105.80 feet to a set 1/2" steel rod
South 16°57'10" West, a distance of 103.00 feet to a set 1/2" steel rod
South 13°20'10" West, a distance of 110.10 feet to a set 1/2" steel rod
South 01°20'10" West, a distance of 116.80 feet to a set 1/2" steel rod
South 02°33'10" West, a distance of 74.50 feet to a set 1/2" steel rod

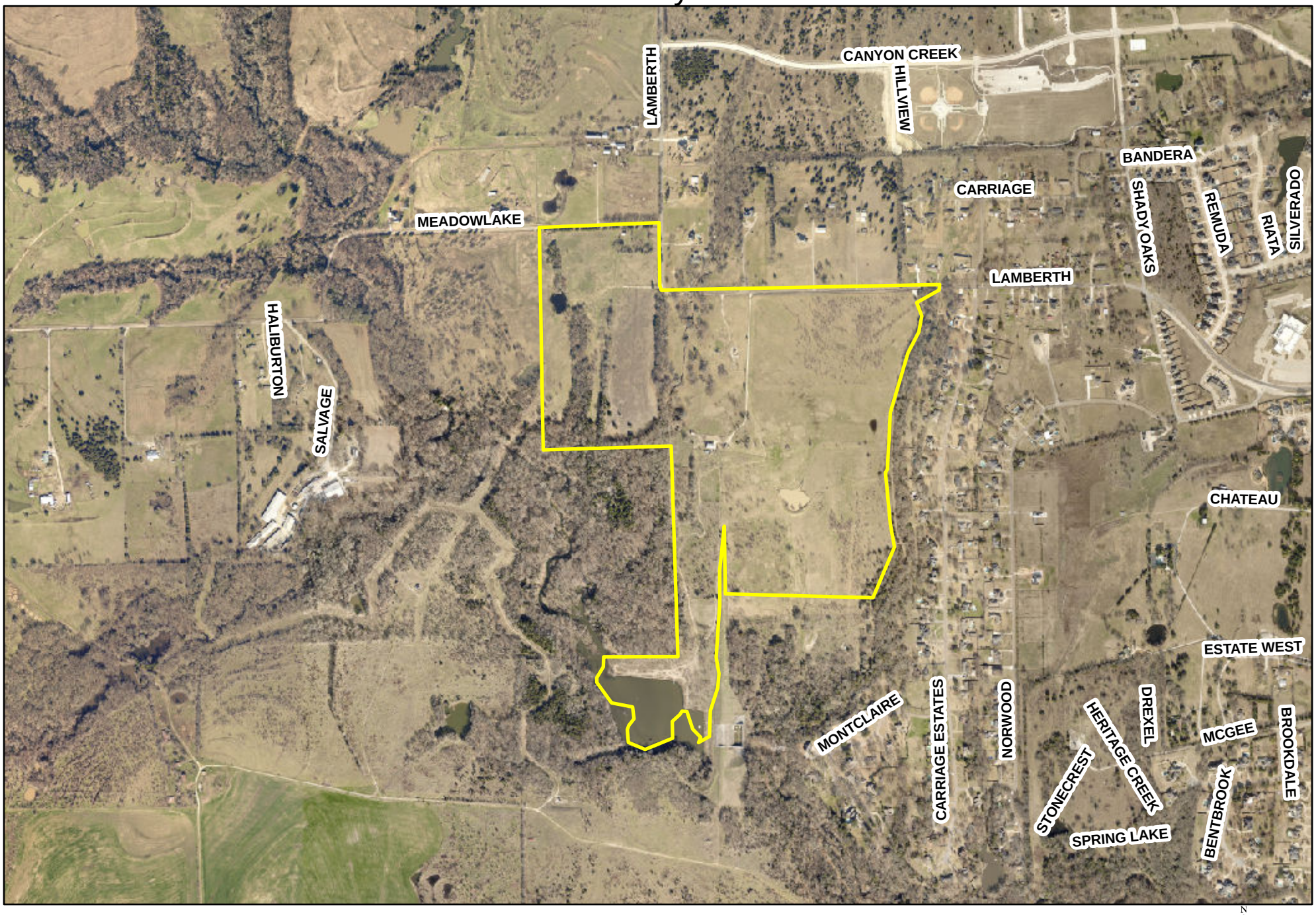
South 58°42'10" West, a distance of 97.00 feet to a point;
North 25°29'10" East, a distance of 47.20 feet to a point;
North 44°14'50" West, a distance of 91.30 feet to a point;
North 20°21'50" West, a distance of 138.90 feet to a point;
North 75°01'50" West, a distance of 40.70 feet to a point;
South 40°13'10" West, a distance of 107.80 feet to a point;
South 01°56'50" East, a distance of 133.10 feet to a point;
South 66°58'10" West, a distance of 172.80 feet to a point;
South 72°40'10" West, a distance of 67.30 feet to a point;
North 69°54'27" West, a distance of 133.70 feet to a point;
North 15°23'50" West, a distance of 71.20 feet to a point;
North 13°20'10" East, a distance of 72.70 feet to a point;
North 41°35'10" East, a distance of 65.10 feet to a point;
North 09°46'50" West, a distance of 99.10 feet to a point;
North 74°22'50" West, a distance of 56.20 feet to a point;
North 80°37'50" West, a distance of 108.70 feet to a point;
North 38°56'50" West, a distance of 210.50 feet to a point;
North 19°18'10" East, a distance of 64.70 feet to a point;
North 32°18'10" East, a distance of 68.30 feet to a point;
North 00°42'50" West, a distance of 69.85 feet to a point;
Thence North 88°02'15" East, a distance of 565.40 feet a set 1/2" steel rod;
Thence North 02°30'36" West, a distance of 1,657.98 feet to a metal fence corner post;
Thence North 01°40'30" West, a distance of 1,185.25 feet to the Point of Beginning and containing 112.434 acres of land.

TRACT 2
Legal Description

Situated in the County of Grayson, State of Texas, being a part of Ralston W. Adams Survey, Abstract No. 18 also being a part of G.R. Reeves Survey, Abstract No. 1020, and being that 38.00 acre tract of land conveyed to Lamberth Hickery Hill, LLC as recorded in Document No. 2018-22906 Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a found P/K nail at intersection of Lamberth Road and Meadow Lake Drive being the northeast corner of said 38.00 are tract;
Thence South 00°36'07" East, a distance of 557.39 feet to a found ½" steel rod;
Thence South 01°40'30" East, a distance of 1,185.25 feet to a Metal Pipe Post being the northwest corner of a 390 acre tract of land conveyed to Grayson County 1078 LTD, recorded in Volume 5141, Page 173, of said Official Public Records;
Thence South 88°40'43" West with the south line of said 38.000 acre tract, a distance of 955.28 feet to a set ½" steel rod;
Thence North 01°18'53" West with the west line of said 38.00 acre tract, a distance of 1,736.08 feet to a set P/K nail, the northwest corner of said 38.000 acre tract
Thence North 88°11'37" East, a distance of 498.65 feet to a found P/K nail;
Thence North 88°23'33" East, a distance of 456.14 feet to the Point of Beginning and containing 38.000 acres of land.

Hickory Hill



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 2.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval for Schneider Farm Subdivision, being 23.071 Acres in the Jeremiah McDaniel Survey, Abstract No. 774, and the R. M Williamson Survey, Abstract No. 1300 in the City of Sherman's Extraterritorial Jurisdiction (ETJ); Chapman Tillett Construction, LLC, Owner and William Davis Finney, Data Land Services, Surveyor (100-500 blocks of Schneider Road in ETJ)

Issue:

To consider Final Plat approval for Schneider Farm Subdivision, being 23.071 Acres in the Jeremiah McDaniel Survey, Abstract No. 774, and the R. M Williamson Survey, Abstract No. 1300 in the City of Sherman's Extraterritorial Jurisdiction (ETJ); Chapman Tillett Construction, LLC, Owner and William Davis Finney, Data Land Services, Surveyor (100-500 blocks of Schneider Road in ETJ)

Background:

The property is located in the 100-500 Blocks of Schneider Road between Harrell Road and Luella Road in Sherman's Extraterritorial Jurisdiction (ETJ). The owner would like final plat approval of the Schneider Farm Subdivision for residential development.

Origination:

Chapman Tillett Construction, LLC (Owner)
Philip Tillett (Representative)
William Davis Finney, Data Land Services (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Final Plat
Staff Review Letter
P & Z Communication

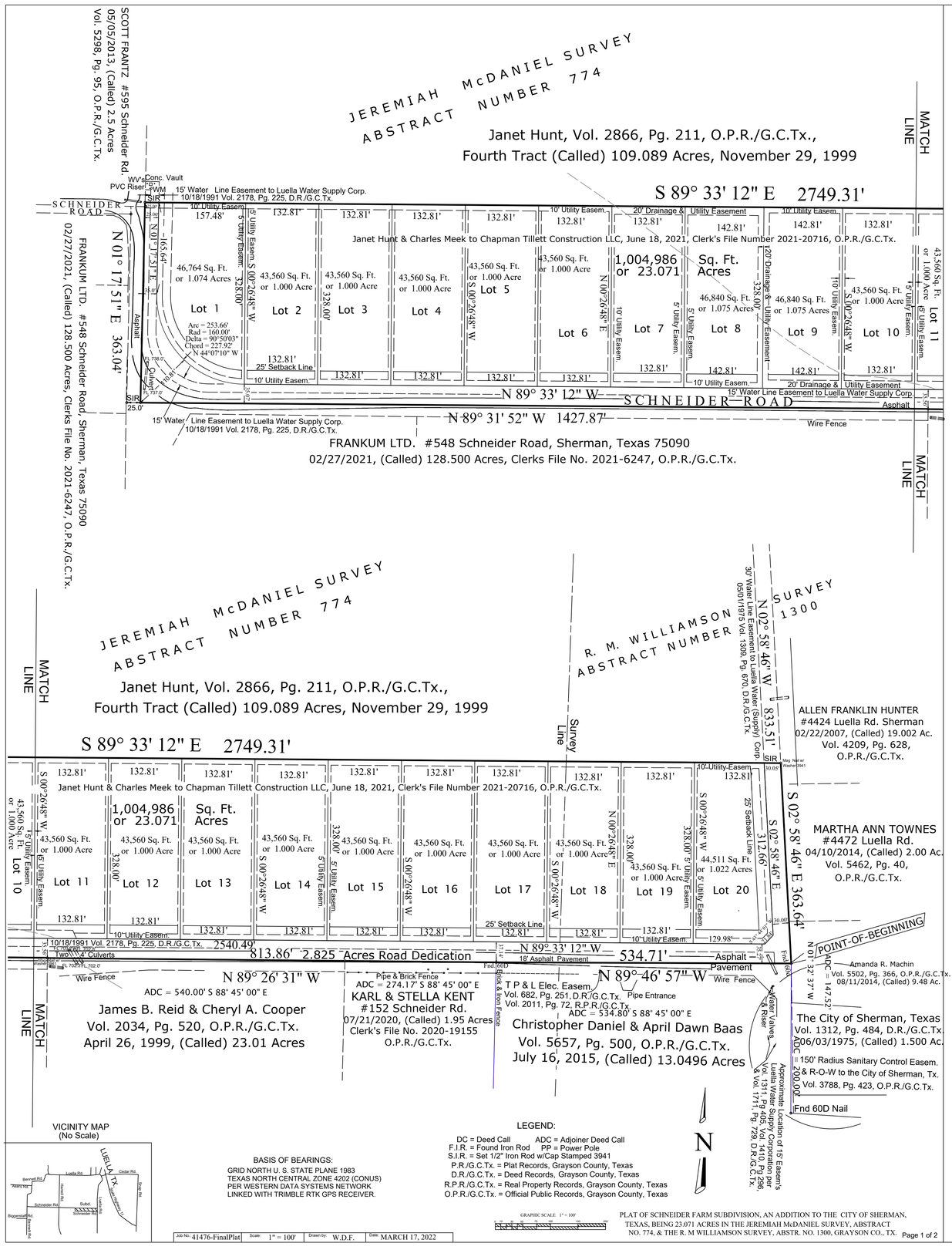
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

100-500 Blocks Schneider Road (ETJ)

NOT TO SCALE

1 in = 2,000 ft



VICINITY MAP
(No Scale)

BASIS OF BEARINGS:
GRID NORTH U. S. STATE PLANE 1983
TEXAS NORTH CENTRAL ZONE 4202 (CONUS)
PER WESTERN DATA SYSTEMS NETWORK
LINKED WITH TRIMBLE RTK GPS RECEIVER.

LEGEND:

DC = Deed Call	ADC = Adjoiner Deed Call
F.I.R. = Found Iron Rod	PP = Power Pole
S.I.R. = Set 1/2" Iron Rod w/Cap Stamped 3941	
P.R./G.C.Tx. = Plat Records, Grayson County, Texas	
D.R./G.C.Tx. = Deed Records, Grayson County, Texas	
R.P.R./G.C.Tx. = Real Property Records, Grayson County, Texas	
O.P.R./G.C.Tx. = Official Public Records, Grayson County, Texas	

GRAPHIC SCALE 1" = 100'

Job No. 41476-FinalPlat	Scale: 1" = 100'	Drawn by: W.D.F.	Date: MARCH 17, 2022

PLAT OF SCHNEIDER FARM SUBDIVISION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, BEING 23.071 ACRES IN THE JEREMIAH McDANIEL SURVEY, ABSTRACT NO. 774, & THE R. M WILLIAMSON SURVEY, ABSTR. NO. 1300, GRAYSON CO., TX.

OWNER'S CERTIFICATE FOR
SCHNEIDER FARM SUBDIVISION

WHEREAS CHAPMAN TILLETT CONSTRUCTION LLC, IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE JEREMIAH McDANIEL SURVEY, ABSTRACT NUMBER 774, AND THE R. M. WILLIAMSON SURVEY, ABSTRACT NUMBER 1300, GRAYSON COUNTY, TEXAS, AT THE NORTHWEST INTERSECTION OF SCHNEIDER AND LUELLA ROADS, SOUTHEAST OF SHERMAN, SOUTH OF LUELLA, TEXAS, BEING A SOUTHERLY PART OF EXHIBIT "A-2", THE FOURTH TRACT, (CALLED) 109.089 ACRES, OF TRACTS CONVEYED TO JANET HUNT, NOVEMBER 29, 1999, BY DEED RECORDED IN VOLUME 5657, PAGE 500, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, ALL OF THE 23.071 ACRES CONVEYED TO CHAPMAN TILLETT CONSTRUCTION LLC, JUNE 18, 2021, BY DEED RECORDED IN CLERK'S FILE NUMBER 2021-20716,OF SAID OFFICIAL PUBLIC RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 60D NAIL FOUND IN MIDDLE OF ASPHALT AT THE SOUTHEAST CORNER OF SAID HUNT TRACT, AT THE INTERSECTION OF SCHNEIDER ROAD AND LUELLA ROAD, ALSO BEING THE NORTHEAST CORNER OF A (CALLED) 13.0496 ACRES TRACT CONVEYED TO CHRISTOPHER DANIEL BAAS AND APRIL DAWN BASS, JULY 16, 2015, BY DEED RECORDED IN VOLUME 5657, PAGE 500, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, SAID POINT-OF-BEGINNING ALSO BEING ON AN WEST LINE OF A (CALLED) 9.48 ACRES TRACT CONVEYED TO AMANDA R. MACHIN, AUGUST 11, 2014, BY DEED RECORDED IN VOLUME 5502, PAGE 366 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 89 DEGREES 46 MINUTES 57 SECONDS WEST, WITH A SOUTH LINE OF SAID HUNT TRACT AND THE NORTH LINE OF SAID BAAS TRACT, ALONG AND NEAR THE MIDDLE OF SCHNEIDER ROAD, A DISTANCE OF 534.71 FEET TO A 60D NAIL FOUND ON THE SOUTH SIDE OF THE ASPHALT AT THE NORTHEAST CORNER OF THE TRACT (CALLED) 1.95 ACRES, CONVEYED TO KARL KENT AND STELLA KENT, JULY 21, 2020, BY DEED RECORDED IN CLERK'S FILE NUMBER 2020-19155, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 89 DEGREES 26 MINUTES 31 SECONDS WEST, WITH A SOUTH LINE OF SAID HUNT TRACT AND THE NORTH LINE OF SAID KENT TRACT, ALONG AND NEAR THE SOUTH SIDE OF THE ASPHALT OF SCHNEIDER ROAD, PASSING AT A DISTANCE OF 274.17 FEET THE NORTHEAST CORNER OF THE TRACT (CALLED) 23.01 ACRES, CONVEYED TO JAMES B. REID AND CHERYL A COOPER, APRIL 26, 1999, BY DEED RECORDED IN VOLUME 2034, PAGE 520, OF SAID RECORDS, AND CONTINUING ON SAID BEARING, A TOTAL DISTANCE OF 813.86 FEET TO A MAG NAIL WITH A WASHER STAMPED 3941 SET ON THE SOUTH SIDE OF THE ASPHALT AT THE NORTHEAST CORNER OF THE TRACT (CALLED) 128.500 ACRES, CONVEYED TO FRANKUM LTD., FEBRUARY 27, 2021, BY DEED RECORDED IN CLERK'S FILE NUMBER 2021-6247, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 89 DEGREES 31 MINUTES 52 SECONDS WEST, WITH A SOUTH LINE OF SAID HUNT TRACT AND THE NORTH LINE OF SAID FRANKUM TRACT, ALONG AND NEAR THE MIDDLE OF SCHNEIDER ROAD, A DISTANCE OF 1427.87 FEET TO A ½ INCH IRON ROD WITH A CAP STAMPED 3941 SET SOUTHWEST OF A TURN IN SCHNEIDER ROAD, FROM WHICH AN INNER EL CORNER OF SAID FRANKUM TRACT BEARS NORTH 89 DEGREES 31 MINUTES 52 SECONDS WEST, 25.00 FEET;

THENCE NORTH 01 DEGREES 17 MINUTES 51 SECONDS EAST, WITH THE WEST LINE OF SAID HUNT TRACT, 25 FEET EAST OF AND PARALLEL TO AN EAST LINE OF SAID FRANKUM TRACT AND ALONG THE EAST SIDE OF THE ASPHALT OF SCHNEIDER ROAD, PASSING AT A DISTANCE OF 355.56, 1.9 FEET WEST OF A 2 ½ INCH PIPE FOUND NEAR THE SOUTHEAST CORNER OF THE TRACT (CALLED) 2.5 ACRES, CONVEYED TO SCOTT FRANZ, MAY 5, 2013, BY DEED RECORDED IN VOLUME 5298, PAGE 95, OF SAID REAL PROPERTY RECORDS, AND CONTINUING ON SAID BEARING A TOTAL DISTANCE OF 363.04 FEET A ½ INCH IRON ROD WITH A CAP STAMPED 3941 SET NORTHEAST OF A TURN IN SCHNEIDER ROAD;

THENCE SOUTH 89 DEGREES 33 MINUTES 12 SECONDS EAST, ACROSS SAID HUNT TRACT, PASSING AT A DISTANCE OF 2719.26 FEET, A ½ INCH IRON ROD WITH A CAP STAMPED 3941 SET ON THE WEST SIDE OF LUELLA ROAD, AND CONTINUING ON SAID BEARING A TOTAL DISTANCE OF 2749.31 FEET, TO A MAG NAIL SET IN THE MIDDLE OF THE ASPHALT ON THE EAST LINE OF SAID HUNT TRACT, AND ON THE WEST LINE OF A TRACT, (CALLED) 23.01 ACRES, CONVEYED TO ALLEN FRANKLIN HUNTER, FEBRUARY 22, 2007, BY DEED RECORDED IN VOLUME 4209, PAGE 628, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 02 DEGREES 58 MINUTES 46 SECONDS EAST, WITH THE EAST LINE OF SAID HUNT TRACT AND THE WEST LINE OF SAID HUNTER TRACT, ALONG AND NEAR THE MIDDLE OF THE ASPHALT OF LUELLA ROAD, PASSING THE NORTHWEST CORNER OF A TRACT (CALLED) 2.00 ACRES CONVEYED TO MARTHA ANN TOWNES, APRIL 10, 2014, BY INSTRUMENT RECORDED IN VOLUME 5462, PAGE 40, OF SAID RECORDS, PASSING THE WESTERLY NORTHWEST CORNER OF SAID MACHIN TRACT, AND CONTINUING ON SAID BEARING A DISTANCE OF 363.64 FEET TO THE POINT-OF-BEGINNING AND CONTAINING IN ALL 23.071 ACRES OF LAND.

I, William Davis Finney, Texas Registered Professional Land Surveyor Number 3941, do hereby certify that a careful and accurate survey was made on the ground of the property shown hereon, under my personal and direct supervision, and that the corners monumentation meets the standards set according to the Subdivision Regulations of The City of Sherman, Grayson County, Texas.

William Davis Finney, Tx. R.P.L.S. # 3941 Date:

STATE OF TEXAS
REGISTERED
WILLIAM DAVIS FINNEY
3941
PROFESSIONAL
LAND SURVEYOR

KNOW ALL MEN BY THESE PRESENTS
OWNER'S DEDICATION

That Chapman Tillett Construction LLC, does hereby adopt this plat designating the hereinabove property as Schneider Farm Subdivision, an Addition to the City of Sherman, Grayson County, Texas, and do hereby dedicate to the public use forever all streets, right-of-ways, alleys, and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

By: Chapman Tillett Construction, LLC

Brent Chapman Phillip Tillett

Before me the undersigned, a notary public in and for said County and State, on this day personaly appeared Brent Chapman and Phillip Tillett, known to me to be the persons whose names are subscribed to the foregoing and Aknowledged to me that they executed the same for the puposes and consideration therein expressed and.

Given under my hand and seal of office this _____ day of _____, 2021

in the capacity therein stated.

Notary Public, Grayson County, Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas Date

The undersigned, The City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing plat of SCHNEIDER FARM SUBDIVISION, to the City of Sherman, was submitted to the City Council on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements, and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 2022

Linda Ashby, Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION
CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 2022, by the City Planning and Zoning Commission of the City of Sherman, Texas.

Chairman Secretary

OWNERS:
CHAPMAN TILLETT CONSTRUCTION LLC,
228 Tate Circle, Sherman, Texas 75090-3562

SURVEYOR:
WILLIAM DAVIS FINNEY, TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR #3941
DATA LAND SERVICES, REGISTERED PROFESSIONAL LAND SURVEYING
P. O. BOX 2110, FORNEY, TEXAS 75126 Ph. (972) 564-6166, Cell (903) 815-2769 hlfinney@verizon.net
TEXAS BOARD OF PROFESSIONAL ENGINEERING & LAND SURVEYING FIRM REGISTRATION LICENSE NUMBER 10183900

GENERAL NOTES

1. Water Supplied by Luella Water Supply Corporation.
2. Sewer Service is Provided by Individual Septic Systems.
3. Electric Service is Provided by Grayson-Collin Electric Coop.
4. Blocking the Flow of Water or Construction of Improvements in Drainage Easements, and filling or Obstructing the Floodway is
5. Any existing Creeks or Drainage Channels traversing along or Across the Addition will remain as open Channels and will be Maintained by the Individual Owners of the Lot or Lots that are Traversed by or Adjacent to the Drainage Courses along or Across
6. Grayson County will not be Responsible for the Maintanence and Operation of Said Drainage Ways or for the Control of Erosion.
7. These Lots are Single Family Residential
8. See Flood Statement Noted below:

THIS LOT IS WITHIN ZONE "X", (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP NUMBER 48181C0425 F, FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS. EFFECTIVE DATE: SEPTEMBER 29, 2010.
THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

PLAT OF SCHNEIDER FARM SUBDIVISION, AN ADDITION TO THE CITY OF SHERMAN, TEXAS, BEING 23.071 ACRES IN THE JEREMIAH McDANIEL SURVEY, ABSTRACT NO. 774, & THE R. M WILLIAMSON SURVEY, ABSTR. NO. 1300, GRAYSON CO., TX.

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 11, 2022

Chapman Tillett Construction, LLC
228 Tate Circle
Sherman, TX 75090-3562

Data Land Services
P.O. Box 2110
Forney, TX 75126

Dear Applicants,

The request for approval of the Final Plat of Schneider Farm Subdivision has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 19 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
2. No City of Sherman water available to site. Existing 12" line is a City of Sherman water line that may not be tapped for this subdivision.
3. Property lies within Luella SUD Water CCN.
4. 30' Right of Way Dedication in regards to Grayson County Thoroughfare Plan shall be clearly shown on drawing. Clearly identify lot boundaries adjacent to ROW dedication. Drawing does not clearly identify ROW lines. Identify all dimension of ROW dedication on drawing. *Code of Ordinances Chapter 10, Exhibit A, Secs. 5(B)(5), (10); 5(C)(1); 6(B)(7)-(8), (14)-(15); 12(B)(1)(a); 12(B)(1)(k)(1)-(3); 12(B)(5)*
5. Remove culverts and fences from drawing.
6. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
7. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
8. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 11.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman	
David Downtain, Vice Chairman	Paul Manley, Commissioner
Shawn Davis, Commissioner	Glenn Whitaker, Commissioner
Leigh Ann Sims, Commissioner	Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **100-500 BLOCKS OF SCHNEIDER ROAD**

The request of Chapman Tillett Construction, LLC (Owner) and William Davis Finney, Data Land Services (Surveyor) concerning the property located in the 100-500 blocks of Schneider Road, being 23.071 Acres in the Jeremiah McDaniel Survey, Abstract No. 774, and the R. M Williamson Survey, Abstract No. 1300, as follows:

Planning and Zoning Commission

Final Plat approval for Schneider Farm Subdivision in the City of Sherman's Extra Territorial Jurisdiction (ETJ).

Background:

The property is located in the 100-500 Blocks of Schneider Road between Harrell Road and Luella Road in Sherman's Extra Territorial Jurisdiction (ETJ). The owner would like final plat approval of the Schneider Farm Subdivision for residential development.

Adjacent Zoning:

Extra Territorial Jurisdiction (ETJ)

Origination:

Chapman Tillett Construction, LLC (Owner)
Philip Tillett (Representative)
William Davis Finney, Data Land Services (Surveyor)

Master Plan Designation:

Not included in Master Plan.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 3.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval of Mathis Addition, being 0.559 acres in the James B. Shannon Survey, Abstract No. 1085; James Mathis, Owners and Helvey-Wagner Surveying, Inc., Surveyor (5920 Texoma Parkway)

Issue:

To consider Final Plat approval of Mathis Addition, being 0.559 acres in the James B. Shannon Survey, Abstract No. 1085; James Mathis, Owners and Helvey-Wagner Surveying, Inc., Surveyor (5920 Texoma Parkway)

Background:

The property is located at 5920 Texoma Parkway between Woodlake Road and FM 691. The property is zoned a C-2 (General Commercial) District. The owner would like to plat the property into one lot for commercial development.

Origination:

James L. Mathis II (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P & Z Communication

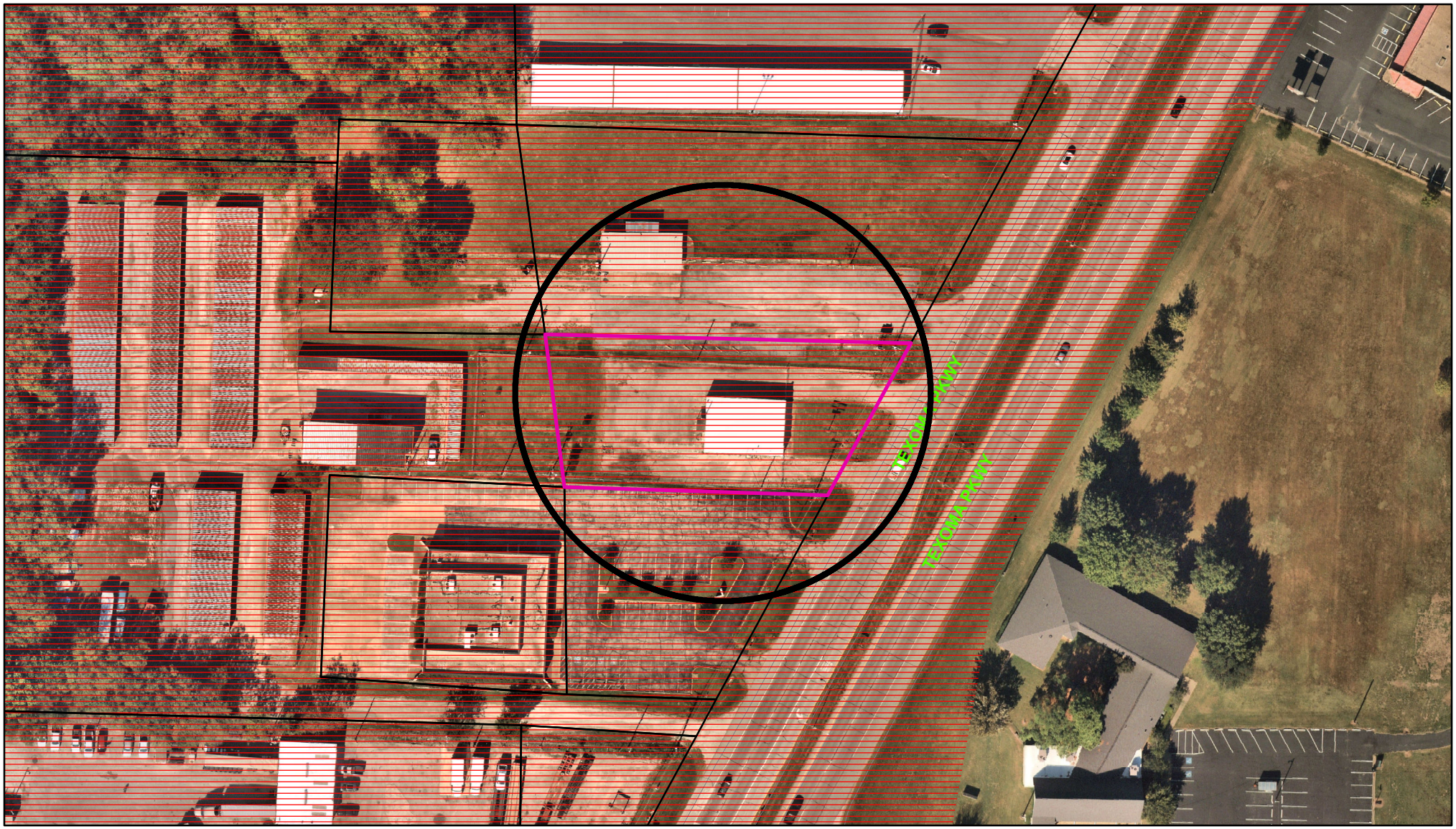
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

5920 Texoma Parkway

NOT TO SCALE

1 in = 300 ft



Zoning - 5920 Texoma Parkway

Legend

Special Districts Overlay
DISTRICT_NAME
- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

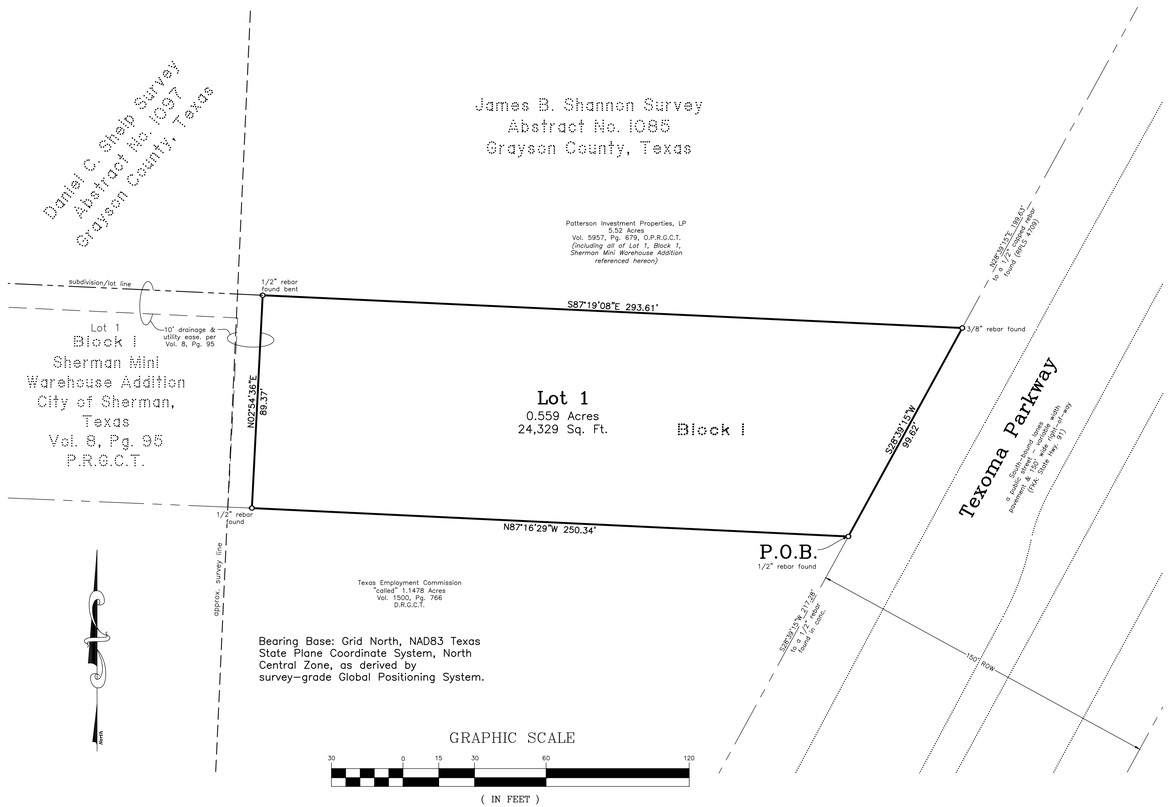
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 100 ft



Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.

in the

James B. Shannon Survey
Abstract No. 1085

General Notes:

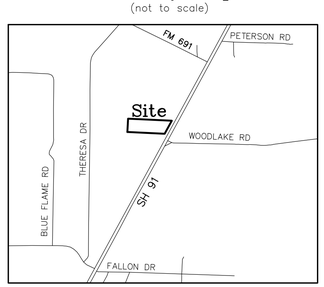
1. Water Supply to be provided by City of Sherman.
2. Sewer service to be provided by City of Sherman.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0280 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS610322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
James L. Mathis
5920 N. Texoma Parkway
Sherman, Texas 75090

Vicinity Map
(not to scale)



Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the James B. Shannon Survey, Abstract No. 1085, being all of the 0.559 acre tract of land, conveyed to James L. Mathis II by Jeff A. Harr and Patricia L. Ringwald-Harr, dated November 12, 2020 and recorded in Instrument No. 2020-31951, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch rebar found for the Southeast corner of the said Mathis 0.559 ac. and the Northeast corner of a called 1.1478 acre tract of land conveyed to Texas Employment Commission, as recorded in Volume 1500, Page 766, Deed Records, Grayson County, Texas, in the West right-of-way line of Texoma Parkway, **FROM** which a 1/2 inch rebar found in conc. bears South 28 deg. 39 min. 15 sec. West, a distance of 217.26 ft.;

THENCE North 87 deg. 16 min. 29 sec. West, with the South line of said Mathis 0.559 ac. and the North line of said Texas Employment Commission 1.1478 ac., a distance of 250.34 ft., to a 1/2 inch rebar found for the Southwest corner of said Mathis 0.559 ac., a Southeast corner of both the 5.52 acre tract of land conveyed to Patterson Investment Properties LP as recorded in Volume 5957, Page 679, said Official Public Records and Lot 1, Block 1, Sherman Mini Warehouse Addition to the City of Sherman, Texas in Volume 8, Page 95, Plat Records, Grayson County, Texas;

THENCE North 02 deg. 54 min. 36 sec. East, with the West line of said Mathis 0.559 ac. and an East line of both said Patterson Investment Properties LP 5.52 ac. and Lot 1, Block 1, a distance of 89.37 ft., to a 1/2 inch rebar found bent for the Northwest corner of said Mathis 0.559 ac., an Ell corner of said Patterson Investment Properties LP 5.52 ac. and the most Eastern Northeast corner of said Lot 1, Block 1;

THENCE South 87 deg. 19 min. 08 sec. East, with the North line of said Mathis 0.559 ac. and the South line of said Patterson Investment Properties LP 5.52 ac., a distance of 293.61 ft. to a 3/8 inch rebar found for the Northeast corner of said Mathis 0.559 ac. and the most Eastern Southeast corner of said Patterson Investment Properties LP 5.52 ac., in the West right-of-way of said Texoma Parkway, **FROM** which a 1/2 inch capped rebar found (RPLS 4709) for the Northeast corner of said Patterson Investment Properties LP 5.52 ac., bears North 28 deg. 39 min. 15 sec. East a distance of 199.63 ft.;

THENCE South 28 deg. 39 min. 15 sec. West, with the East line of said Mathis 0.559 ac. and the West right-of-way line of said Texoma Parkway, a distance of 99.62 ft., to the **PLACE OF BEGINNING** and containing **0.559 ACRES** of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, James L. Mathis, owner of Mathis Addtion, to the City of Sherman, do hereby dedicate the streets and easements shown hereon to the public use forever.

_____
James L. Mathis

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared James L. Mathis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Mathis Addition to the City of Sherman, is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Mathis Addition to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2022, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Lot 1, Block 1
Mathis Addition,
to the
City of Sherman
Grayson County, Texas
0.559 Acres
24,329 Sq. Ft.
in the
James B. Shannon Survey
Abstract No. 1085

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Z:\Shared Projects\Land Projects R2\5920 N Texoma Pkwy Sherman\DWG\5920 N Texoma Pkwy Sherman New.dwg Layout: Plat Plot Date Mar 24 22 Time: 12:41 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 11, 2022

James L. Mathis
5920 N. Texoma Parkway
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main Street
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Mathis Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 19 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Metes and bounds do not match drawing for first found monument reference. Verify and revise as needed. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
2. Dedicate a 15' Utility Easement along Texoma Parkway. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(D)*
3. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **5920 TEXOMA PARKWAY**

The request of James Mathis (Owners) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 5920 Texoma Parkway, being 0.559 acres in the James B. Shannon Survey, Abstract No. 1085, as follows:

Planning and Zoning Commission

Final Plat approval of Mathis Addition.

Background:

The property is located at 5920 Texoma Parkway between Woodlake Road and FM 691. The property is zoned a C-2 (General Commercial) District. The owner would like to plat the property into one lot for commercial development.

Adjacent Zoning:

C-2 (General Commercail) District

Origination:

James L. Mathis II (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 4.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval of Pebblebrook, Phase 4, being 37.441 acres in the Elizabeth Jones Survey, Abstract No. 625; Carbet Properties LLC, Owner; Jacob Tudor, Representative; McManus & Johnson Consulting Engineers, LLC, Engineer and Underwood Drafting and Surveying, Surveyor (2000-2300 blocks of West Moore Street)

Issue:

To consider Final Plat approval of Pebblebrook, Phase 4, being 37.441 acres in the Elizabeth Jones Survey, Abstract No. 625; Carbet Properties LLC, Owner; Jacob Tudor, Representative; McManus & Johnson Consulting Engineers, LLC, Engineer and Underwood Drafting and Surveying, Surveyor (2000-2300 blocks of West Moore Street)

Background:

The property is located in the 2000-2300 blocks of West Moore Street, south of Park Avenue. The property is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into 133 lots for residential development.

Origination:

Carbet Properties LLC (Owner)
Jacob Tudor (Representative)
McManus & Johnson Consulting Engineers, LLC (Engineer)
Underwood Drafting and Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

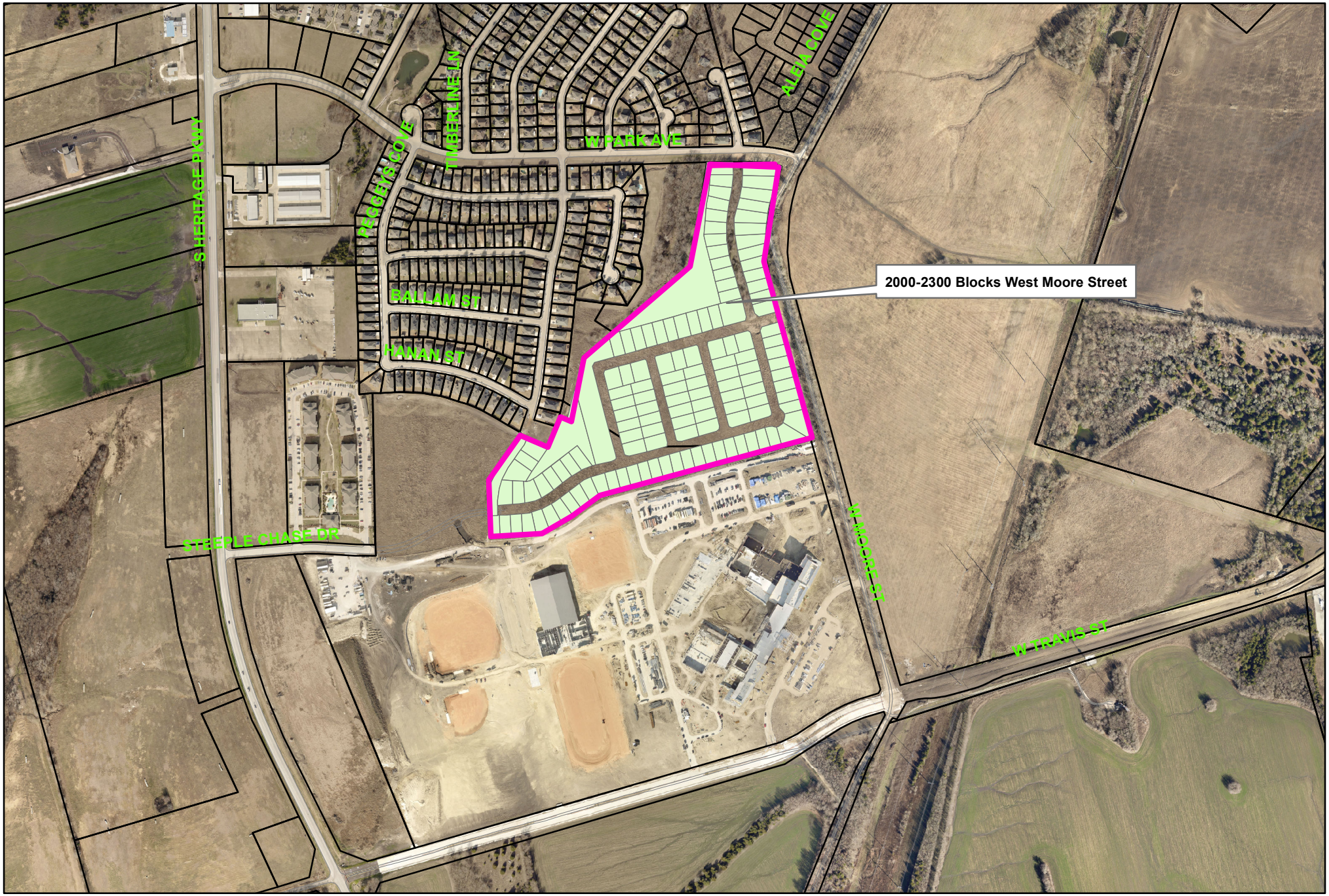
At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



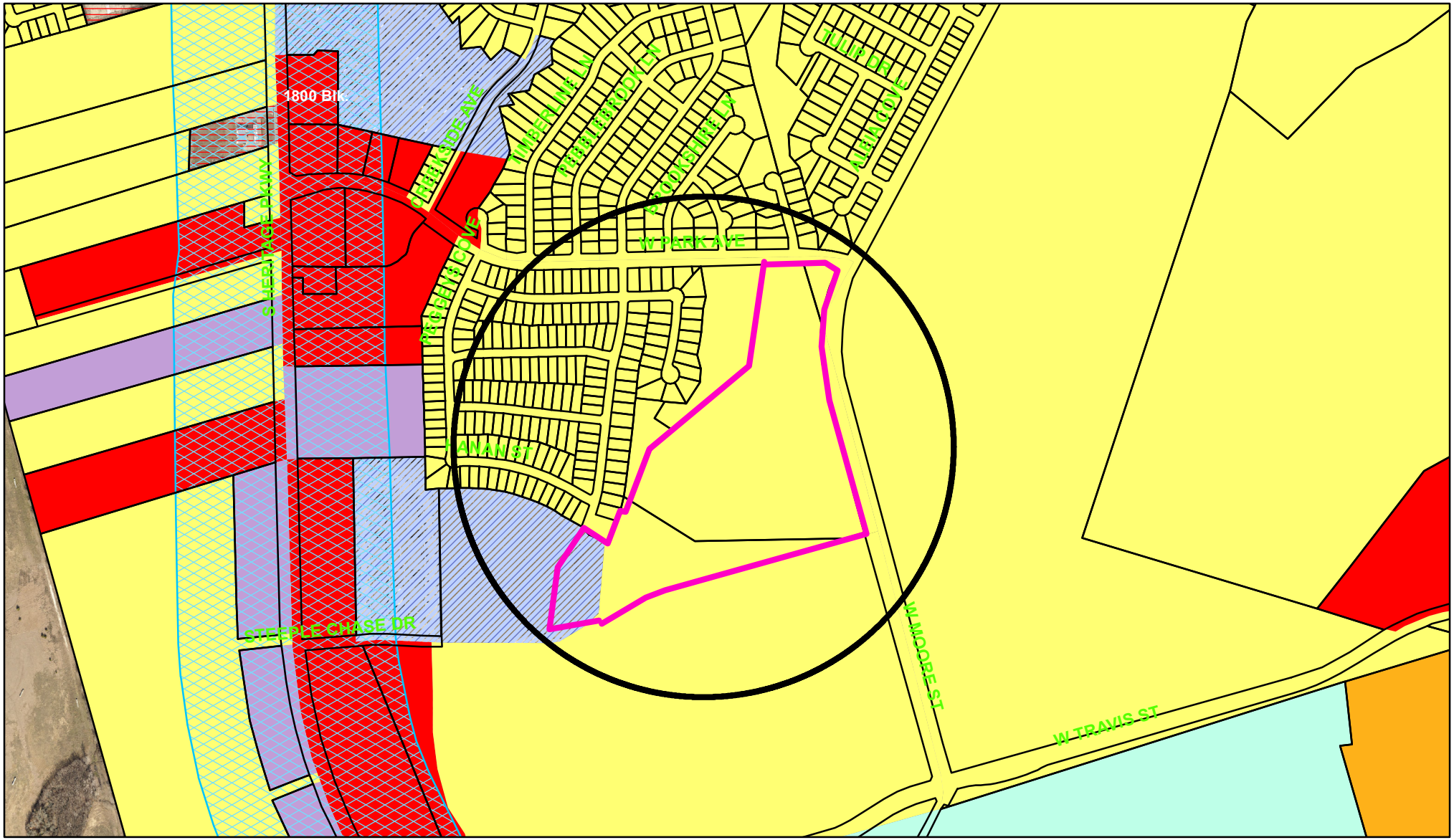
2000-2300 Blocks West Moore Street

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 667 ft



Zoning - 2000-2300 Blocks West Moore Street

Legend

Special Districts Overlay
DISTRICT_NAME
- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

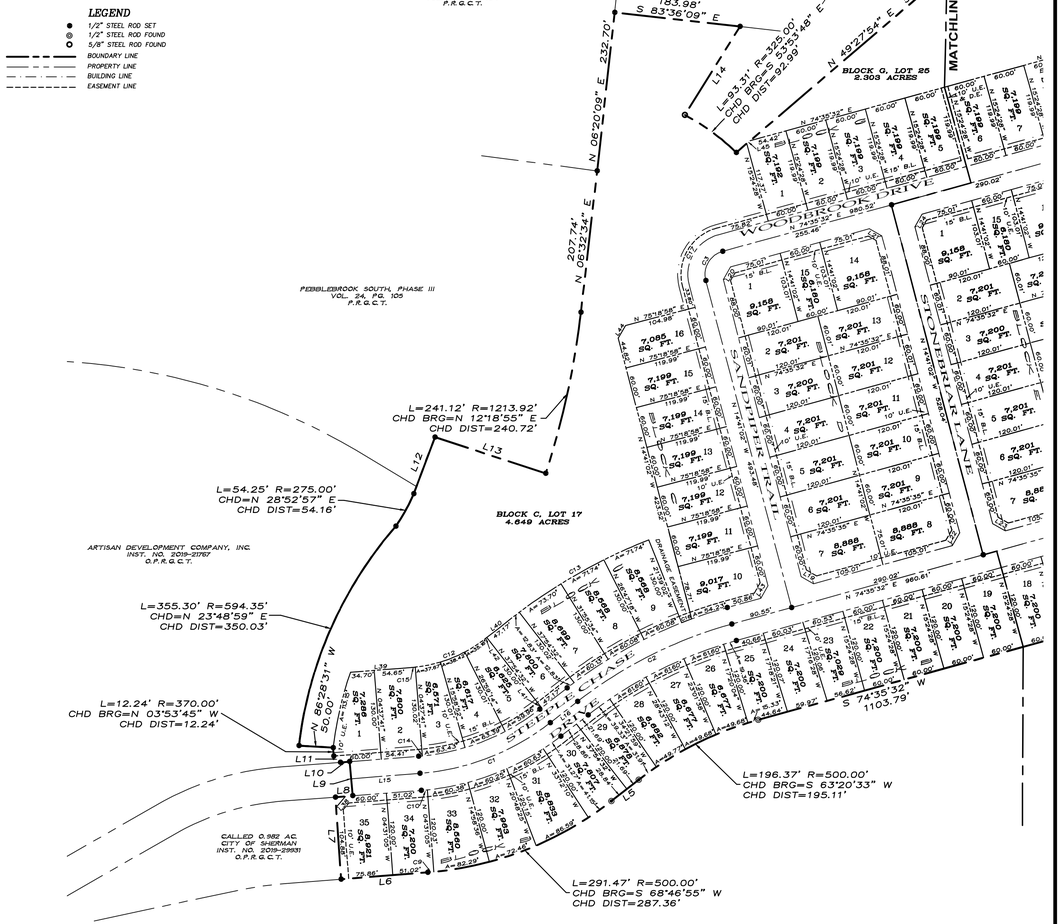
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 751 ft

JOB NO. 21080753



FINAL PLAT
PEBBLEBROOK PHASE 4

Being a part of the Elizabeth Jones Survey,
Abstract Number 625.
Being in the City of Sherman,
Grayson County, Texas.
Containing 37.441 acres of land

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

03-10-22

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

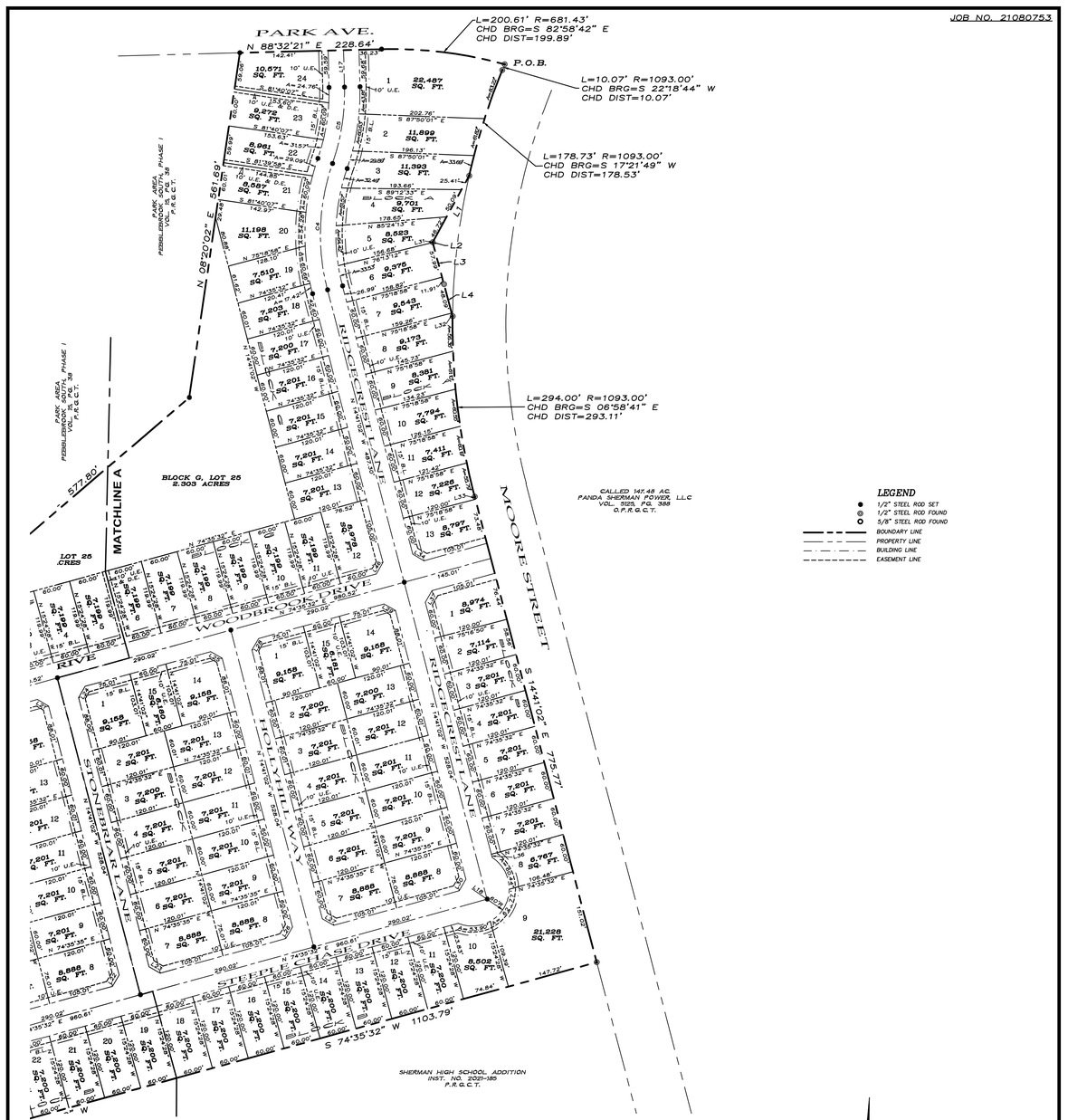
OWNERS/DEVELOPER
CARBET PROPERTIES, LLC
P.O. BOX 1846
PILOT POINT, TEXAS 76258
CONTACT: JACOB TUDOR

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 1 OF 4

JOB NO. 21080753



FINAL PLAT
PEBBLEBROOK PHASE 4

Being a part of the Elizabeth Jones Survey,
Abstract Number 625.
Being in the City of Sherman,
Grayson County, Texas.
Containing 37.441 acres of land

03-10-22

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

OWNERS/DEVELOPER
CARBET PROPERTIES, LLC
P.O. BOX 1846
PILOT POINT, TEXAS 76258
CONTACT: JACOB TUDOR

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

SHEET 2 OF 4

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of Elizabeth Jones Survey, Abstract No. 625, and being all of a called 36.87 acre tract of land described in the deed to Carbet Properties, LLC, recorded in Instrument No. 2021-38984, Official Public Records, Grayson County, Texas, and all of a called 0.563 acre tract of land described in the deed to Carbet Properties, LLC, recorded in Instrument No. 2022-2756, said Official Public Records, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the northeast corner of said 36.87 acre tract;

Thence with a non-tangent curve to the left having a radius of 1093.00 feet, (chord bears South 22°18'44" West, a distance of 10.07 feet) an arc length of 10.07 feet to a found 1/2" steel rod;

Thence with a compound curve to the left having a radius of 1093.00 feet, (chord bears South 17°21'49" West, a distance of 178.53 feet) an arc length of 178.73 feet to a found 1/2" steel rod;

Thence South 28°48'13" West, a distance of 122.22 feet to a found 1/2" steel rod;

Thence South 14°54'23" East, a distance of 0.29 feet to a point for corner;

Thence South 15°07'03" East, a distance of 69.90 feet to a found 1/2" steel rod;

Thence South 15°06'06" East, a distance of 53.39 feet to a found 1/2" steel rod;

Thence with a non-tangent curve to the left having a radius of 1093.00 feet, (chord bears South 06°58'41" East, a distance of 293.11 feet) an arc length of 294.00 feet to a found 1/2" steel rod;

Thence South 14°41'02" East, a distance of 775.77 feet to a found 1/2" steel rod;

Thence South 74°35'32" West, a distance of 1103.79 feet to a found 1/2" steel rod;

Thence with a tangent curve to the left having a radius of 500.00 feet, (chord bears South 63°20'33" West, a distance of 195.11 feet) an arc length of 196.37 feet to a found 1/2" steel rod;

Thence South 52°05'28" West, a distance of 50.53 feet to a found 1/2" steel rod;

Thence with a non-tangent curve to the right having a radius of 500.00 feet, (chord bears South 68°46'55" West, a distance of 287.36 feet) an arc length of 291.47 feet to a set 1/2" steel rod;

Thence South 85°28'55" West, a distance of 126.88 feet to a set 1/2" steel rod;

Thence North 03°56'54" West, a distance of 120.01 feet to a set 1/2" steel rod;

Thence North 85°28'55" East, a distance of 25.30 feet to a set 1/2" steel rod;

Thence North 05°12'40" West, a distance of 50.00 feet to a set 1/2" steel rod;

Thence South 85°33'33" West, a distance of 13.33 feet to a set 1/2" steel rod;

Thence North 46°42'54" West, a distance of 13.50 feet to a set 1/2" steel rod;

Thence with a non-tangent curve to the right having a radius of 370.00 feet, (chord bears North 03°53'45" West, a distance of 12.24 feet) an arc length of 12.24 feet to a set 1/2" steel rod;

Thence North 86°28'31" West, a distance of 50.00 feet to a set 1/2" steel rod;

Thence with a non-tangent curve to the right having a radius of 594.35 feet, (chord bears North 23°48'59" East, a distance of 350.03 feet) an arc length of 355.30 feet to a set 1/2" steel rod;

Thence with a reverse curve to the left having a radius of 275.00 feet, (chord bears North 28°52'57" East, a distance of 54.16 feet) an arc length of 54.25 feet to a set 1/2" steel rod;

Thence North 20°31'44" East, a distance of 88.15 feet to a found 1/2" steel rod set;

Thence South 71°52'55" East, a distance of 170.11 feet to a found 1/2" steel rod set;

Thence with a non-tangent curve to the left having a radius of 1213.92 feet, (chord bears North 12°18'55" East, a distance of 240.72 feet) an arc length of 241.12 feet to a set 1/2" steel rod set;

Thence North 06°32'34" East, a distance of 207.74 feet to a set 1/2" steel rod;

Thence North 06°20'09" East, a distance of 232.70 feet to a set 1/2" steel rod;

Thence South 83°36'09" East, a distance of 183.98 feet to a set 1/2" steel rod;

Thence South 31°56'52" West, a distance of 152.26 feet to a found 5/8" steel rod;

Thence with a non-tangent curve to the right having a radius of 325.00 feet, (chord bears South 53°53'48" East, a distance of 92.99 feet) an arc length of 93.31 feet to a set 1/2" steel rod;

Thence North 49°27'54" East, a distance of 577.80 feet to a set 1/2" steel rod;

Thence North 08°20'02" East, a distance of 561.69 feet to a set 1/2" steel rod;

Thence North 88°32'21" East, a distance of 228.64 feet to a set 1/2" steel rod;

Thence with a non-tangent curve to the right having a radius of 681.43 feet, (chord bears South 82°58'42" East, a distance of 199.89 feet) an arc length of 200.61 feet to the Point-of-Beginning and containing 37.441 acres (1,630,909 square feet) of land, more or less.....

BOUNDARY LINE TABLE

LINE	BEARING	DISTANCE
L1	S 28°48'13" W	122.22'
L2	S 14°54'23" E	0.29'
L3	S 15°07'03" E	69.90'
L4	S 15°06'06" E	53.39'
L5	S 52°05'28" W	50.53'
L6	S 85°28'55" W	126.88'
L7	N 03°56'54" W	119.98'
L8	N 84°46'50" E	25.30'
L9	N 05°12'40" W	50.00'
L10	S 84°47'20" W	13.41'
L11	N 46°42'54" W	13.37'
L12	N 20°31'44" E	88.15'
L13	S 71°52'55" E	170.11'
L14	S 31°56'52" W	152.26'

LINE TABLE

LINE	BEARING	DISTANCE
L15	N 85°28'55" E	100.69'
L16	N 52°05'28" E	50.55'
L17	N 01°21'22" W	59.64'
L18	N 55°30'27" W	30.00'
L19	N 60°02'14" W	21.08'
L20	N 29°57'14" E	21.35'
L21	S 60°02'38" E	21.08'
L22	S 29°57'13" W	21.35'
L23	N 60°02'14" W	21.08'
L24	N 29°58'36" E	21.35'
L25	S 60°02'46" E	21.08'
L26	S 29°57'13" W	21.35'
L27	N 60°02'14" W	21.08'
L28	N 29°57'05" E	21.35'
L29	S 60°03'13" E	21.08'
L30	S 29°57'13" W	21.35'
L31	S 14°54'23" E	0.29'
L32	S 15°06'06" E	5.30'
L33	S 14°41'02" E	4.23'
L34	N 60°02'45" W	21.08'
L36	N 14°41'02" W	5.52'
L37	S 29°57'15" W	21.35'
L38	S 39°53'23" W	21.18'
L39	N 85°28'55" E	89.35'
L40	N 52°05'28" E	50.08'
L41	S 52°05'28" W	3.39'
L42	N 52°05'28" E	3.41'
L43	N 29°57'14" E	21.35'
L44	N 29°58'48" E	21.35'
L45	N 49°27'54" E	6.16'
L46	N 29°57'15" E	21.35'

CURVE TABLE

CURVE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA ANGLE
C1	355.00'	206.94'	N 68°46'55" E	204.03'	33°24'00"
C2	645.00'	253.32'	N 63°20'32" E	251.69'	22°30'08"
C3	35.00'	54.54'	N 29°57'15" E	49.18'	89°16'34"
C4	350.00'	206.78'	N 02°14'28" E	203.79'	33°51'01"
C5	350.00'	125.36'	N 08°54'18" E	124.70'	20°31'21"
C10	500.00'	8.98'	S 84°58'03" W	8.98'	1°01'44"
C11	380.00'	8.98'	N 84°48'18" E	8.98'	1°21'14"
C12	200.00'	116.59'	N 68°46'55" E	114.94'	33°24'00"
C13	800.00'	230.01'	N 60°19'40" E	229.22'	16°28'23"
C14	330.00'	5.59'	S 84°59'46" W	5.59'	0°58'17"
C15	200.00'	5.35'	N 84°42'58" E	5.35'	1°31'53"
C16	669.98'	15.79'	N 69°18'52" E	15.79'	1°21'01"
C17	60.00'	93.49'	N 29°57'15" E	84.32'	89°16'34"

FINAL PLAT
PEBBLEBROOK PHASE 4
Being a part of the Elizabeth Jones Survey, Abstract Number 625. Being in the City of Sherman, Grayson County, Texas. Containing 37.441 acres of land

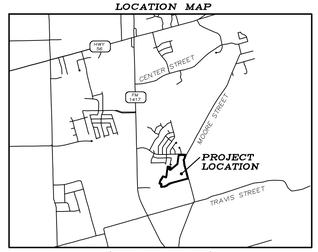
03-10-22

OWNERS/DEVELOPER
CARBET PROPERTIES, LLC
P.O. BOX 1846
PILOT POINT, TEXAS 76258
CONTACT: JACOB TUDOR

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

LOCATION MAP



(NOT TO SCALE)

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

Douglas W. Underwood
Registered Professional
Land Surveyor, No. 4709

Date

ACCEPTANCE

Approved this _____ day of _____, 2022, by the City Planning Commission to the City of Sherman, Texas.

Chairman

Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

Mayor, City of Sherman, Texas

Date

~ GENERAL NOTES ~

1. Water Supply to be provided by the City of Sherman.
2. Sewer Service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.
7. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
8. The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.
9. Bearings are based on the City of Sherman Control Monument Network.
10. The City of Sherman reserves the right to require submission of Development Plat based on proposed use of each lot.
11. The subject property does not lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0400F, effective date September 29, 2010.
12. All lot corners are 1/2" steel rod with a plastic cap stamped "RPLS 4709" unless said otherwise.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, PEBBLEBROOK, PHASE 4, an addition to the City of Sherman, Texas, was submitted to the City Council on the_____day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this_____day of _____ , 2022.

Clerk, City of Sherman, Texas

OWNERS DEDICATION

NOW THEREFORE KNOWN ALL MEN BY THESE PRESENTS:

THAT I, CARBET PROPERTIES, LLC (JACOB TUDOR), do hereby adopt this plat designating the herelnabove property as the PEBBLEBROOK, PHASE 4, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part or any buildings, fences, trees, shrubs or other improvements or growths which in anyway endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this_____day of _____, 2022.

JACOB TUDOR
CARBET PROPERTIES, LLC

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, JACOB TUDOR known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2022.

Notary Public in and for
the State of Texas
Commission Expires: _____

AVIGATION RELEASE

THE STATE OF TEXAS
COUNTY OF GRAYSON

WHEREAS, CARBET PROPERTIES, LLC (JACOB TUDOR), hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as PEBBLEBROOK, PHASE 4, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remise and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at PEBBLEBROOK, PHASE 4, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

EXECUTED THIS_____ DAY OF_____, 2022

BY: CARBET PROPERTIES, LLC

BY: _____

FINAL PLAT
PEBBLEBROOK PHASE 4
Being a part of the Elizabeth Jones Survey, Abstract Number 625. Being in the City of Sherman, Grayson County, Texas. Containing 37.441 acres of land

03-10-22

OWNERS/DEVELOPER
CARBET PROPERTIES, LLC
P.O. BOX 1846
PILOT POINT, TEXAS 76258
CONTACT: JACOB TUDOR

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 11, 2022

Carbet Properties, LLC
P.O. Box 1846
Pilot Point, TX 76258

Len McManus, PE
77 FM 3356
Van Alstyne, TX 75495

Underwood Drafting & Surveying
3404 Interurban Road
Denison, TX 75021

Dear Applicants,

The request for approval of the Final Plat of Pebblebrook Phase 4 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 19 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Check with United States Postal Service (972-393-6326) for establishing the method or mode of mail delivery, the type of mailbox and location of the mailbox for each street delivery address. Centralized delivery is the preferred method of mail delivery.
2. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
3. Plat Name to be changed to Pebblebrook South Phase 4.
4. Drainage Easement in Lot 17, Block C is not clearly shown. Verify and revise as needed.
5. The width of the right-of-way and pavement for streets shall be shown on the plat.
6. Remove Avigation Release from plat.
7. Remove Building Line from plat.
8. Metes and bounds do not match drawing (L7, L8, L10, L11). Revise all references appropriately. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
9. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*

10. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
11. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
12. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
13. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 30.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **2000-2300 BLOCKS WEST MOORE STREET**

The request of Carbet Properties LLC (Owner), Jacob Tudor (Representative), McManus & Johnson Consulting Engineers, LLC (Engineer) and Underwood Drafting and Surveying (Surveyor) concerning the property in the 2000-2300 blocks of West Moore Street, being 37.441 acres in the Elizabeth Jones Survey, Abstract No. 625, as follows:

Planning and Zoning Commission

Final Plat approval of Pebblebrook, Phase 4.

Background:

The property is located in the 2000-2300 blocks of West Moore Street, south of Park Avenue. The property is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into 133 lots for residential development.

Adjacent Zoning:

R-1 (One-Family Residential) District
R-2 (Multi-Family Residential) District

Origination:

Carbet Properties LLC (Owner)
Jacob Tudor (Representative)
McManus & Johnson Consulting Engineers, LLC (Engineer)
Underwood Drafting and Surveying (Surveyor)

Master Plan Designation:

Suburban Residential – Increased density and closer building setbacks separate Suburban Residential from Countryside and Estate, but more landscaping and open space distinguish Suburban Residential from Urban and Auto-Urban categories. New suburban subdivisions typically have curvilinear streets and sidewalks, as well as curb and gutter.

Number of notices mailed:
Not required.

Objections Received:
0

Development Review Meeting:

Attachments

Location Map
Zoning Map
Final Plat

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 5.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval of Garcia Gribble Addition, being 0.209 acres in the G.B. Pilant Survey, Abstract No. 963; Heriberto Garcia, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (501 South Gribble Street)

Issue:

To consider Final Plat approval of Garcia Gribble Addition, being 0.209 acres in the G.B. Pilant Survey, Abstract No. 963; Heriberto Garcia, LLC, Owner and Helvey-Wagner Surveying, Inc., Surveyor (501 South Gribble Street)

Background:

The property is located at 501 South Gribble Street between East Cherry and East King Streets. The property is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Origination:

Heriberto Garcia (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

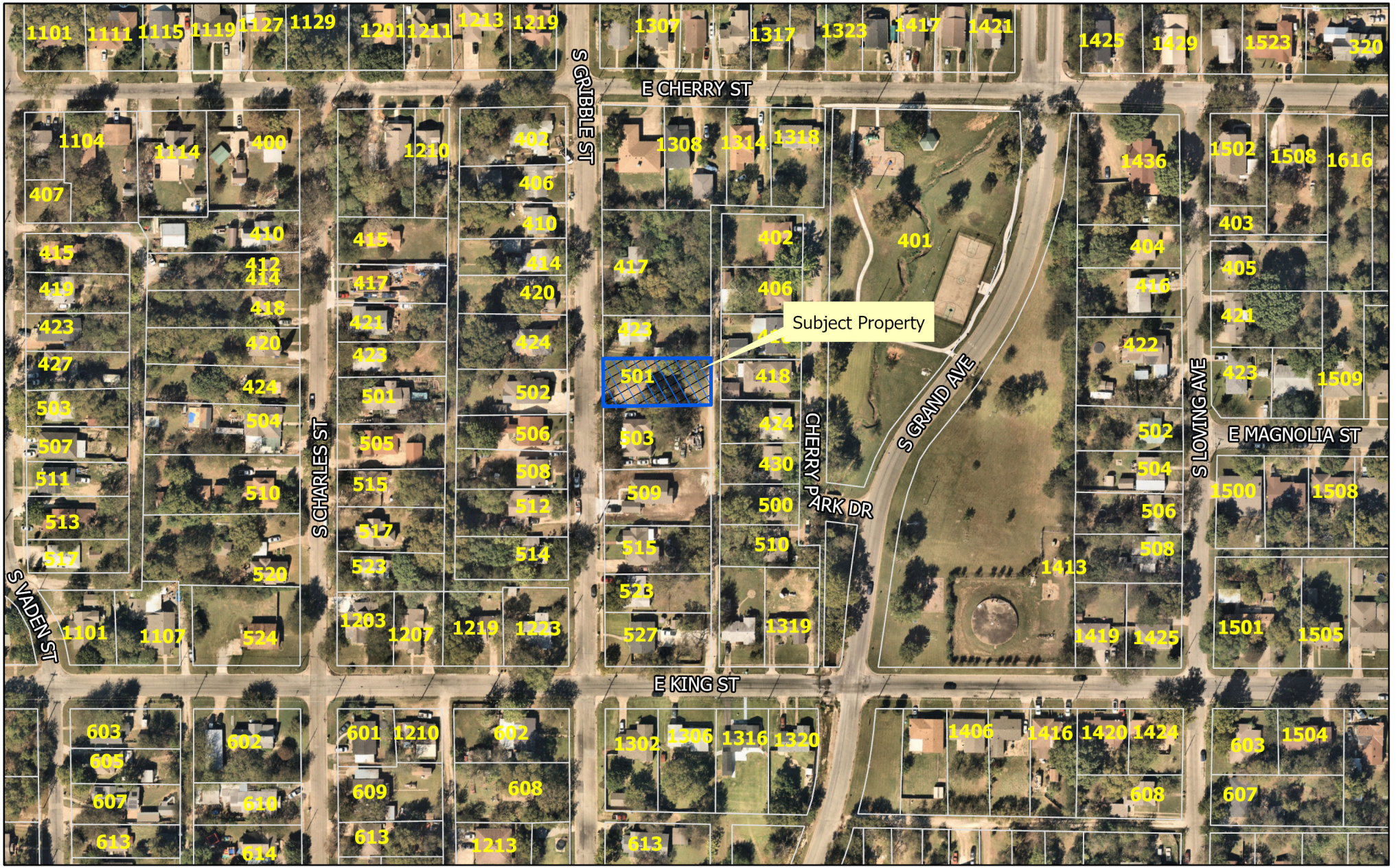
At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P & Z Communication



dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
Location Map
(501 S Gribble St)

N
W E
S

Date: 5/12/2022 1:21 PM

Scale: 1:2,100

dlagrone H:\ENGINEER\GIS\ArcGIS Pro Projects\Planning\Public Notification.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

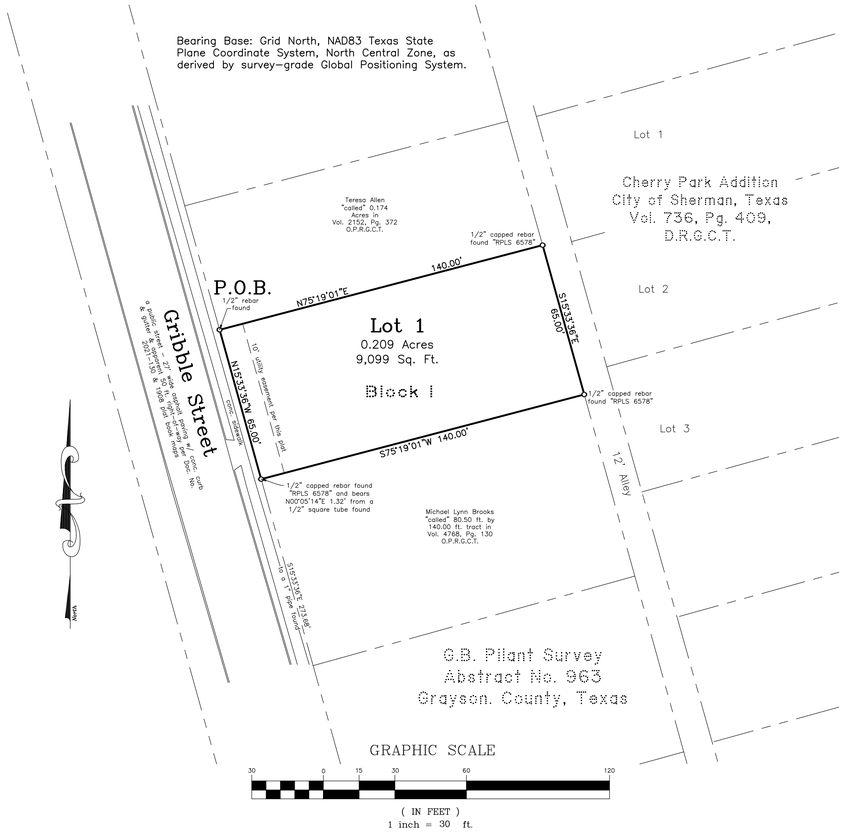
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development
- Subject Locations
- Parcels
- 200 Foot Buffer
- SubjectLocations_Buffer13

CITY OF SHERMAN
Zoning Location Map
(501 S Gribble St)

N
W E
S

Scale: 1:1,237

Date: 4/5/2022 11:28 AM



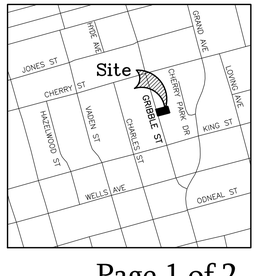
Final Plat
Garcia Gribble Addition
to the
City of Sherman
Grayson County, Texas

0.209 Acres
in the
G.B. Pilant Survey
Abstract No. 963

General Notes:

1. Water Supply to be provided by the City of Sherman.
2. Sewer service to be provided by the City of Sherman.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0280 F, Revised Date: September 29, 2010.
8. Neither The City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Vicinity Map
(not to scale)



Job No. CGS640322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Heriberto Garcia
902 S. Throckmorton Street
Sherman, Texas 75090

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, being out of the G.B. Pilant Survey, Abstract No. 963, being all of the 65 ft. by 140 ft. tract of land conveyed by General Warranty Deed from Daniel W. Creekmore to Heriberto Garcia on October 11, 2019 and recorded in Instrument No. 2019-25138, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 rebar found in the East line Gribble Street, a public street, at the Southwest corner of the "called" 0.174 acre tract of land conveyed to Teresa Allen, recorded in Volume 2152, Pg. 372, said Official Public Records, and the Northwest corner of said Garcia tract;

THENCE North 75 deg. 19 min. 01 sec. East, with the South line of said Allen 0.174 ac. and the North line of said Garcia tract, a distance of 140.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" in the West line of an alley, at the Southeast corner of said Allen 0.174 ac. and the Northeast corner of said Garcia tract;

THENCE South 15 deg. 33 min. 36 sec. East, with the West line of said alley and the East line of said Garcia tract, a distance of 65.00 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the Northeast corner of the "called" 80.50 ft. by 140.00 ft. tract conveyed to Michael Lynn Brooks, recorded in Volume 4768, Page 130, said Official Public Records, and the Southeast corner of said Garcia tract;

THENCE South 75 deg. 19 min. 01 sec. West, with the North line of said Brooks tract, and the South line of said Garcia tract, a distance of 140.00 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" in the East line of said Gribble Street, at the Northwest corner of said Brooks tract and the Southwest corner of said Garcia tract, SAID rebar bears North 15 deg. 33 min. 36 sec. West, 273.68 ft. from a 1 inch pipe found;

THENCE North 15 deg. 33 min. 36 sec. West, with the East line of said Gribble Street and the West line of said Garcia tract, a distance of 65.00 ft. to the **PLACE OF BEGINNING** and containing **0.209 ACRES** of land.

KNOW ALL MEN BY THESE PRESENTS:

THAT I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS · REGISTERED · KATE A. WAGNER · 6578 · PROFESSIONAL LAND SURVEYOR

I, Heriberto Garcia, sole owner of Garcia Gribble Addition to the City of Sherman, Texas do hereby dedicate the streets, easements, alleys, rights-of-way, parks, school sites and other public places shown hereon to the public use forever.

_____
Heriberto Garcia

AVIGATION RELEASE

WHEREAS, Heriberto Garcia, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Garcia Gribble Addition, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed or navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking off of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at Garcia Gribble Addition, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, 2022.

By:_____

By: Heriberto Garcia, Owner

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Heriberto Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

This, the final plat of Garcia Gribble Addition, is hereby approved this _____ day of _____, 2022, by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the final plat of Garcia Gribble Addition is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing final plat of Garcia Gribble Addition to the City of Sherman, Texas, was submitted to the City Council of Sherman, Texas, on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

WITNESS MY HAND THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Garcia Gribble Addition
to the
City of Sherman
Grayson County, Texas

0.209 Acres
in the
G.B. Pilant Survey
Abstract No. 963

Job No. CGS640322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Heriberto Garcia
902 S. Throckmorton Street
Sherman, Texas 75090

Z:\Shared Projects\Land Projects R2\65ft-by-140ft-Tract-GB-Pilant-Survey\Civil 3D\Plat.dwg 3/24/2022 12:37 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 11, 2022

Heriberto Garcia
902 S. Throckmorton Street
Sherman, TX 75090

Helvey-Wagner Surveying, Inc.
222 W. Main Street
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Garcia Gribble Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 19 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
3. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 16.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **501 SOUTH GRIBBLE STREET**

The request of Heriberto Garcia (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor) concerning the property at 501 South Gribble Street, being 0.209 acres in the G.B. Pilant Survey, Abstract No. 963, follows:

Planning and Zoning Commission

Final Plat approval of Garcia Gribble Addition.

Background:

The property is located at 501 South Gribble Street between East Cherry and East King Streets. The property is zoned an R-1 (One-Family Residential) District. The owner would like to plat the property into one lot for residential development.

Adjacent Zoning:

R-1 (One-family Residential) District

Origination:

Heriberto Garcia (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:

No

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 6.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval of Travis Street Dollar General Addition, being 1.352 acres in the Preston Kitchen Survey, Abstract No. 667; HP Investments, Owner; John Flippo, Representative; and Chaney Engineering, Inc., Surveyor (2112 South Travis Street)

Issue:

To consider Final Plat approval of Travis Street Dollar General Addition, being 1.352 acres in the Preston Kitchen Survey, Abstract No. 667; HP Investments, Owner; John Flippo, Representative; and Chaney Engineering, Inc., Surveyor (2112 South Travis Street)

Background:

The property is located at 2112 South Travis Street, between West Wilson and Meadowview Lane and is zoned a C-1 (Retail Business) District. The owner would like to plat the property into one lot for commercial development.

Origination:

HP Investments (Owner/Developer)
John Flippo (Representative)
Chaney Engineering, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

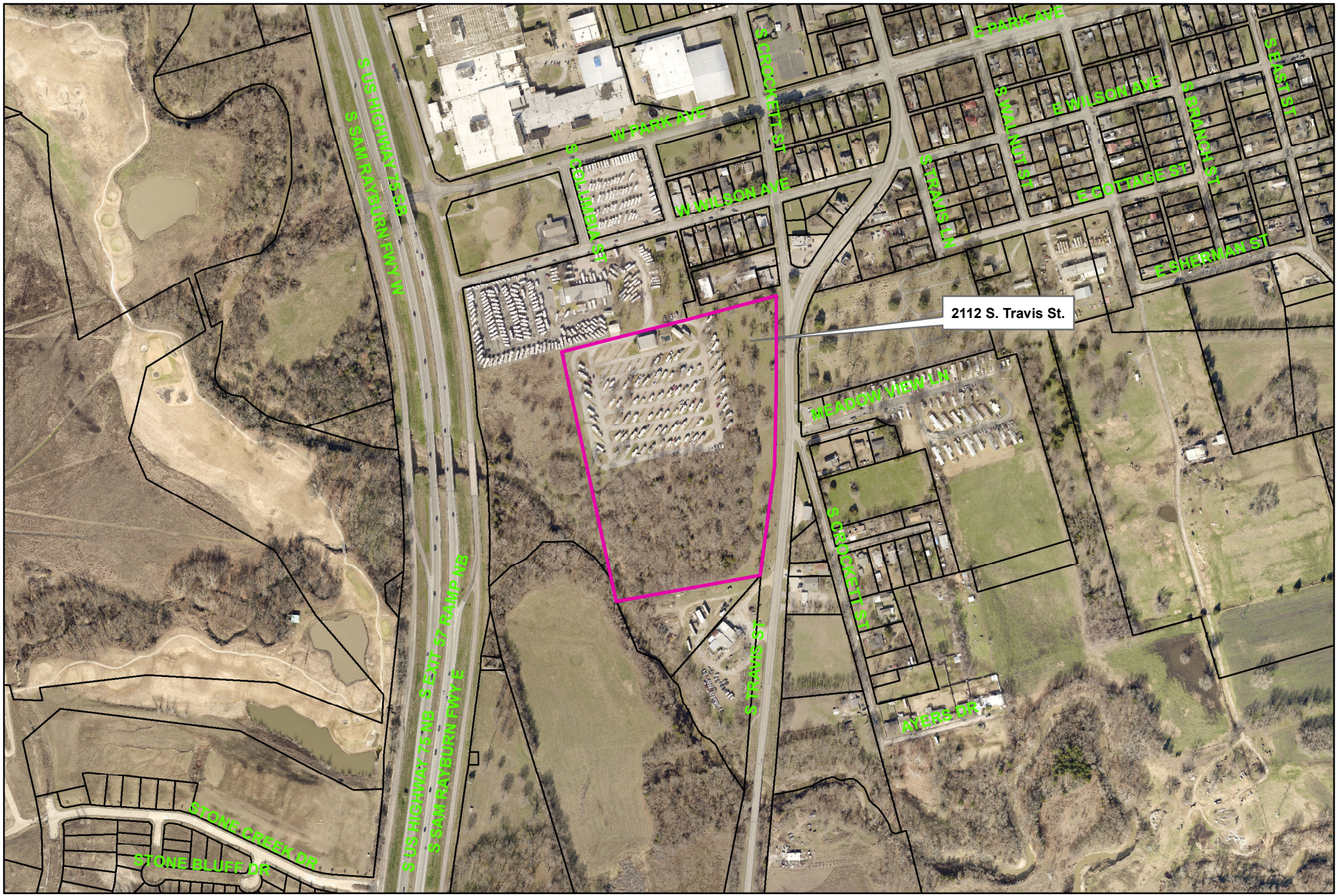
At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



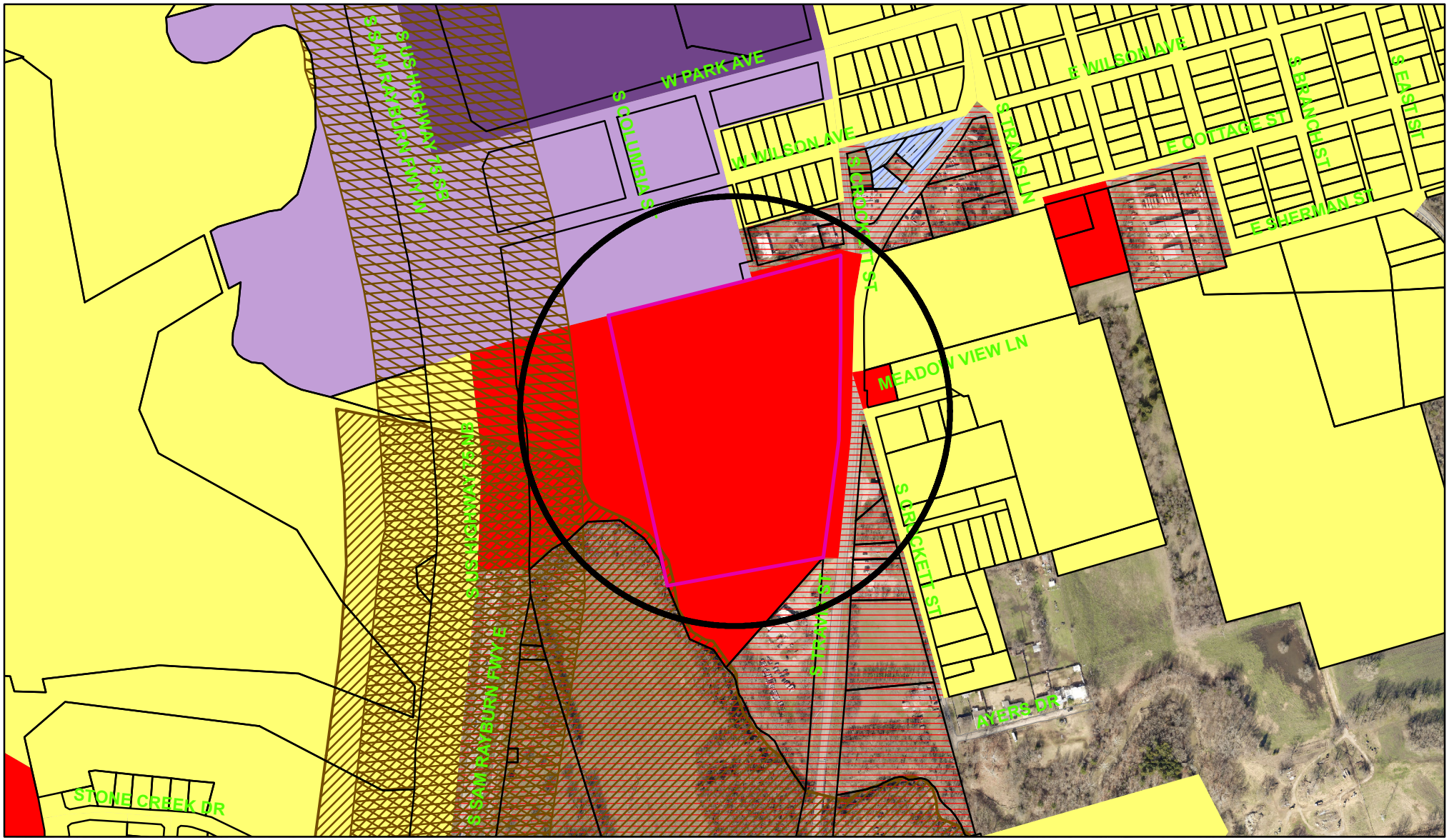
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

2112 South Travis Street

NOT TO SCALE

1 in = 500 ft



Zoning - 2112 South Travis Street

Legend

Special Districts Overlay
DISTRICT_NAME
- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

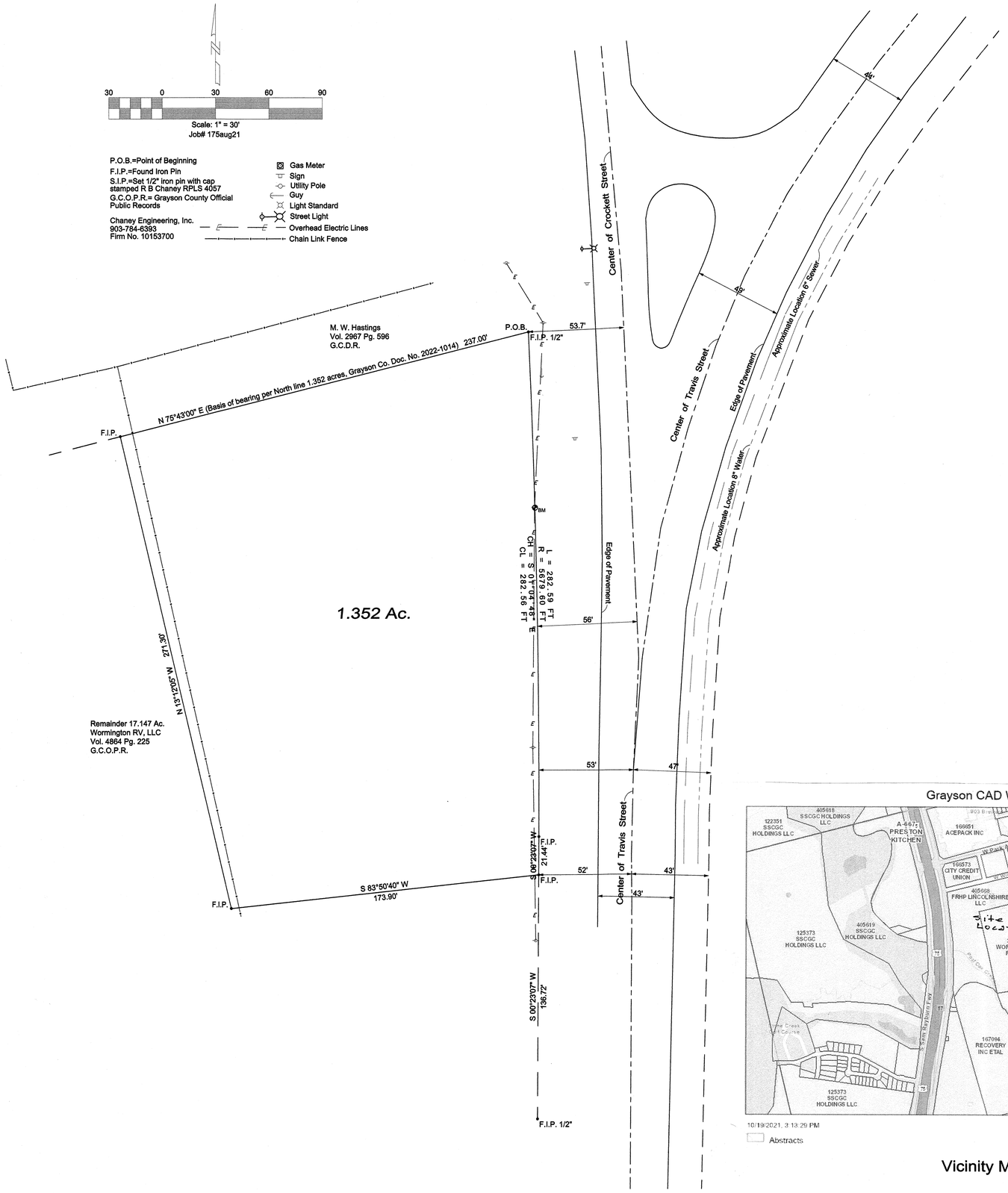
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 500 ft



LEGAL DESCRIPTION

Being all that certain tract of land situated in the City of Sherman, Grayson County, Texas, a part of the Preston Kitchen Survey, Abstract No. 667, and being a 1.352 acre tract conveyed to HP Investments, LLC by deed recorded as Grayson County Instrument No. 2022-1014, and being further described as follows:

Beginning at a 1/2" iron pin found for corner in the West line of Travis Street and a curve to the right having a radius of 5679.60 feet, the Northeast corner of said 1.352 acres;

Thence Southerly with said curve and West line having a long chord bearing South line bearing South 1°04'48" East 282.56 feet, an arc distance of 282.59 feet to a 1/2" iron pin found for corner;

Thence South 0°23'07" West with said West line a distance of 21.44 feet to a 1/2" iron pin found for corner (capped Chaney 4057) at the Southeast corner of said 1.352 acre tract and at the most Easterly Northeast corner of the remainder of a 17.147 acre tract conveyed to Wormington RV, LLC, by deed recorded in Volume 4864, Page 225, of the Grayson County Official Public Records;

Thence South 83°50'40" West with the South Line of said 1.352 acres and the North line of the remainder of said 17.147 acres a distance of 173.90 feet to a 1/2" iron pin (capped Chaney 4057) found at the Southwest corner of the 1.352 acres;

Thence North 13°12'05" West with the West Line of the 1.352 acre tract and the East line of the remainder of said 17.147 acres a distance of 271.30 feet to a 1/2" iron pin (capped Chaney 4057) found at the Northwest corner of said 1.352 acres;

Thence North 75°43' East (basis of bearing per North line 1.352 acres, Grayson County Instrument No. 2022-1014) with said North line and the South line of a tract conveyed to M. W. Hastings by deed recorded in Volume 2967, Page 596 of the Grayson County Deed Records a distance of 237.00 feet to the point of beginning and containing 1.352 acres of land.

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Travis Street Dollar General Addition, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, are shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2022.

_____
Clerk, City of Sherman

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS

That I, R. Brandon Chaney, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

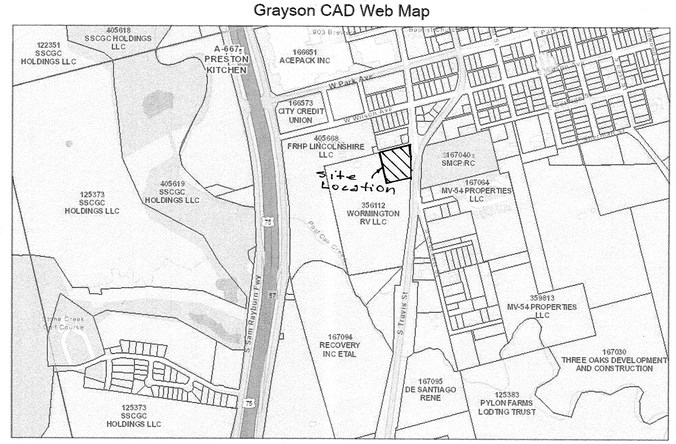
_____ Jan.23,2022
R. Brandon Chaney Date
Registered Professional
Land Surveyor, No. 4057

STATE OF TEXAS
R. Brandon Chaney
4057
REGISTERED
LAND SURVEYOR

General Notes

1. Zoning is C1.
2. This property does not lie in a flood-prone area as shown by FEMA Panel No. 48181C0405F Dated 09-29-10.
3. Water and sewer service to be installed by developer.

Grayson CAD Web Map



Vicinity Map

OWNERS DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT I HP INVESTMENTS, LLC, do hereby adopt this plat designating the hereinabove property as TRAVIS STREET DOLLAR GENERAL ADDITION, an addition to the City of Sherman, and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules and regulations and resolutions of the City of Sherman, Texas.

WITNESS MY HAND this _____ day of _____, 2022.

_____
HP INVESTMENTS, LLC

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State on this day personally appeared _____, known to me to be the person whose name is subscribed to the foergoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____day of _____, A.D. 2022

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

ACCEPTANCE

Approved this _____ day of _____, 2022, by the City Planning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Accepted by the City Council of the City of Sherman

_____ _____
Mayor, City of Sherman Date

AVIGATION RELEASE
THE STATE OF TEXAS §
County of GRAYSON §

WHEREAS, HP Investments, LLC, hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as Travis Street Dollar General Addition, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas, a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purposes of this instrument as any contrivance now known or hereinafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to the OWNER's described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons damages to or taking of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located at PLAT NAME, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this ____ day of _____, 20___.

By: HP Investments, LLC

By:_____

Final Plat
Travis Street
Dollar General Addition

Being a part of the Preston Kitchen Survey, Abstract No. 667
Containing 1.352 Acres of land

Owner & Developer:
HP Investments, LLC
1484 CR 3101
New Boston, Texas 75570-4557
Paris, Tx 75460
903-748-3500

Prepared by:
Chaney Engineering, Inc.
722 SE 19th Street
Paris, Tx 75469
903-784-6393
Firm #10153700

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 11, 2022

Wormington RB, LLC
Mana Wormington
212 E. Virginia
McKinney, TX 75069

Chaney Engineering, Inc.
722 SE 19th Street
Paris, TX 75460

HP Investments, LLC
John Flippa
1484 CR 3101
New Boston, TX 75570-4557

Dear Applicants,

The request for approval of the Final Plat of Travis Street Dollar General Addition has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 19 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
3. Final Plat layout does not meet City standard. Coordinate with Engineering Department for recommended layout. *Code of Ordinances Chapter 10.05, Section 6*
4. Complete Ownership and Surveyor Blocks to be on both pages of plat. *Code of Ordinances Chapter 10.05, Section 6*
5. Metes and bounds must match drawing. Calls must match exactly on drawing and metes and bounds. (i.e. N 75°43'00" E) *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
6. Calls on drawing are overlapped by other information on drawing. Calls must be clearly shown. *Code of Ordinances Chapter 10, Exhibit A, Sec.6(B)(7)*
7. Remove approximate location of water mains, sewer mains, and other utilities from plat.
8. Privately owned and maintained detention in accordance with City criteria may be required. Engineering documentation shall be provided to the City of Sherman Engineering Department for review and approval. If detention is required, Ownership and Maintenance information to be shown on plat. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12(I)*

9. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
10. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
11. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 20.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

*** 2112 SOUTH TRAVIS STREET**

The request of Wormington RV LLC (Owner) HP Investments (Developer) and Chaney Engineering, Inc. (Surveyor) concerning the property at 2112 South Travis Street, being 1.352 acres in the Preston Kitchen Survey, Abstract No. 667, as follows:

Planning and Zoning Commission

Final Plat approval of Travis Street Dollar General Addition.

Background:

The property is located at 2112 South Travis Street, between West Wilson and Meadowview Lane and is zoned a C-1 (Retail Business) District. The owner would like to plat the property into one lot for commercial development.

Adjacent Zoning:

R-1 (One-Family Residential) District
C-1 (Retail Business) District
C-2 (General Commercial) District
M-1 (Light Manufacturing) District

Origination:

Wormington RV LLC (Owner)
HP Investments (Developer)
Chaney Engineering, Inc. (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

Not required.

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 7.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final plat approval for Garson Retreat, being 8.418 acres in the Daniel C. Shelp Survey, Abstract No. 1097; Scott Weismann III, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (6350 Theresa Drive)

Issue:

To consider Final plat approval for Garson Retreat, being 8.418 acres in the Daniel C. Shelp Survey, Abstract No. 1097; Scott Weismann III, Owner; and Helvey-Wagner Surveying, Inc., Surveyor (6350 Theresa Drive)

Background:

The property is located at 6350 Theresa Drive, the southwest corner of FM 691 (Grayson Drive) and Theresa Drive and zoned an R-1 (One Family Residential) District. The owner would like to plat the property into one lot for residential development.

The following has been approved for the property:

- October 19, 2021 - Zone change from M-2 (Medium Manufacturing) District to an R-1 (One Family Residential) District

Origination:

Scott Weismann III (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

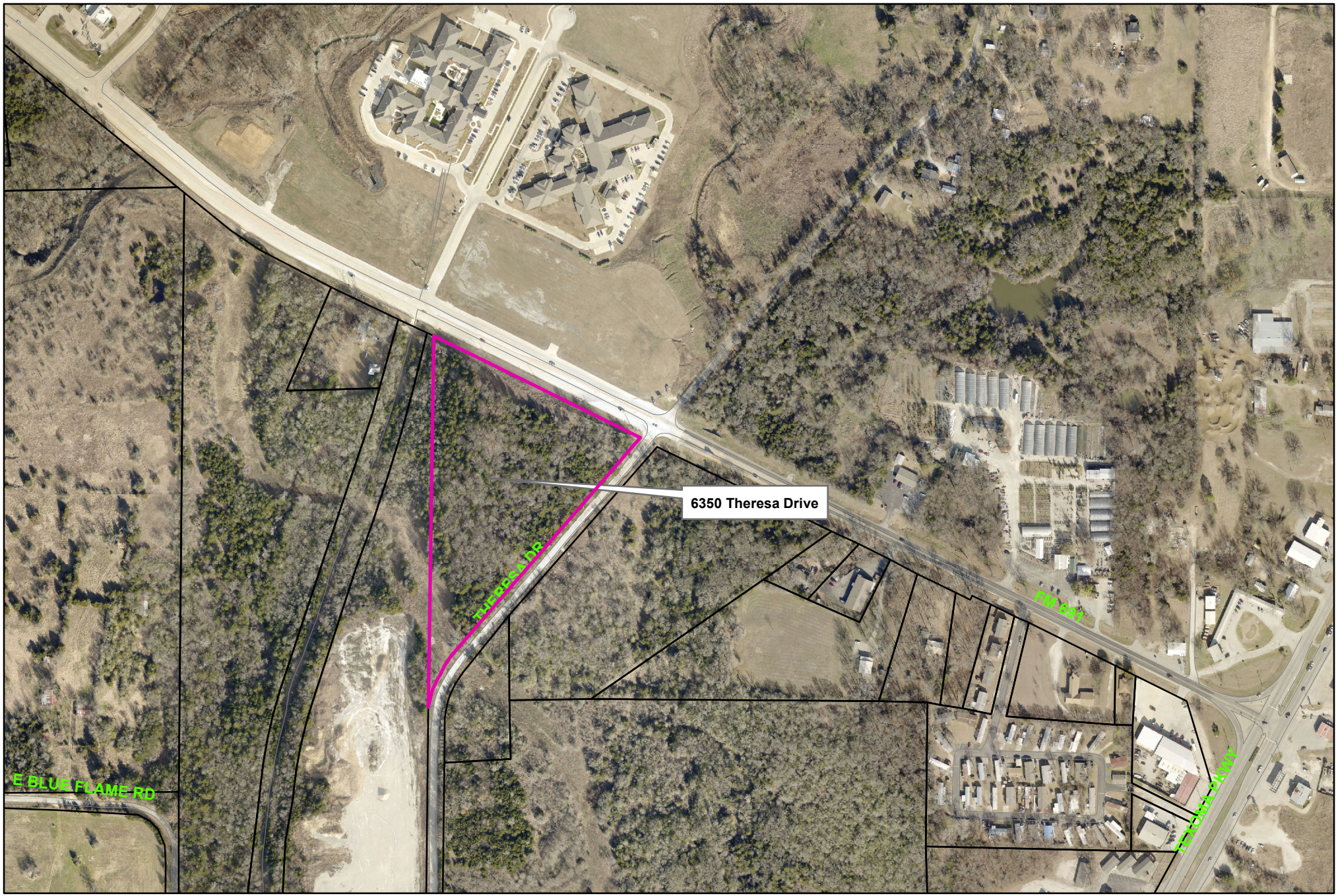
At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



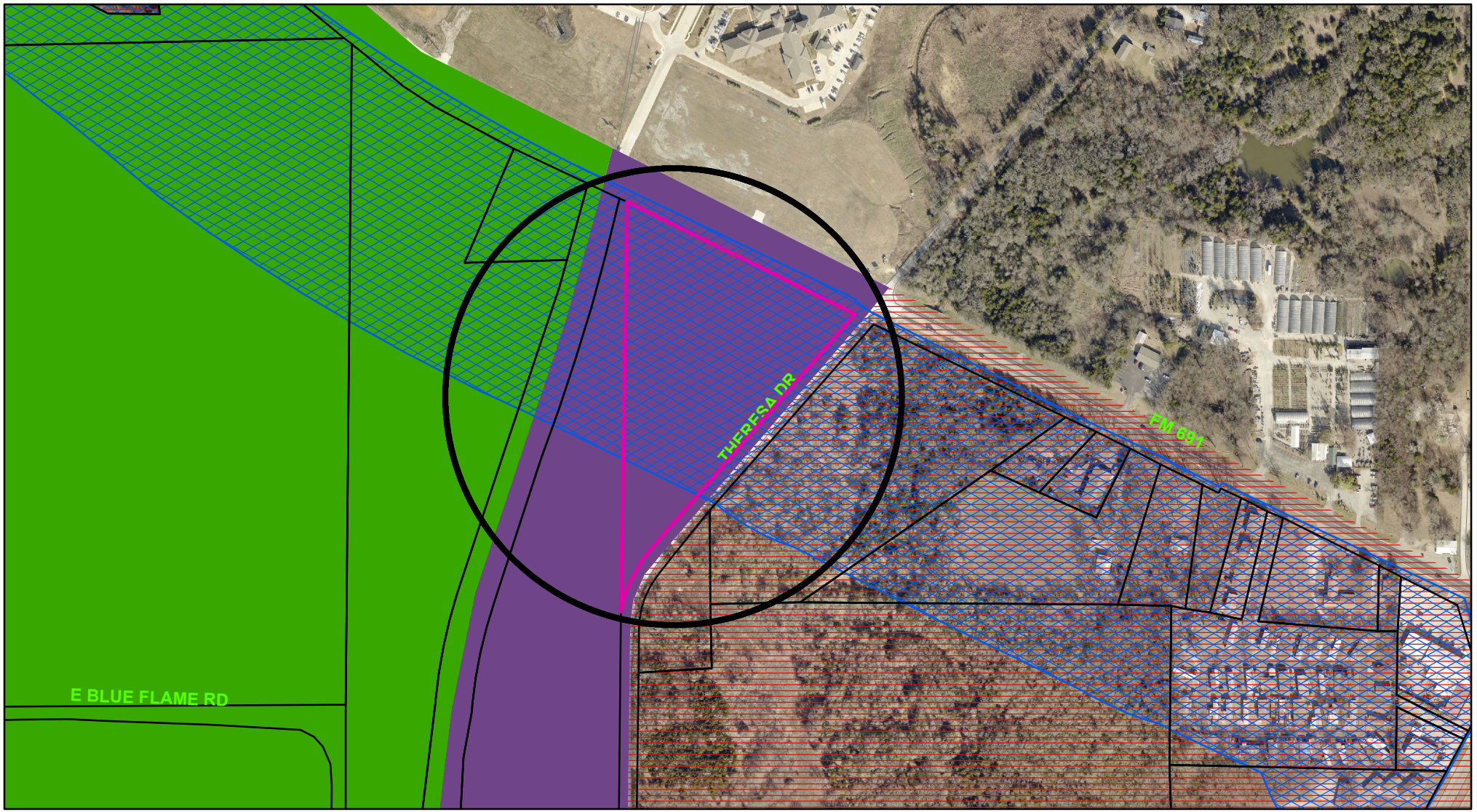
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

6350 Theresa Drive

NOT TO SCALE

1 in = 400 ft



Zoning - 6350 Theresa Drive

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

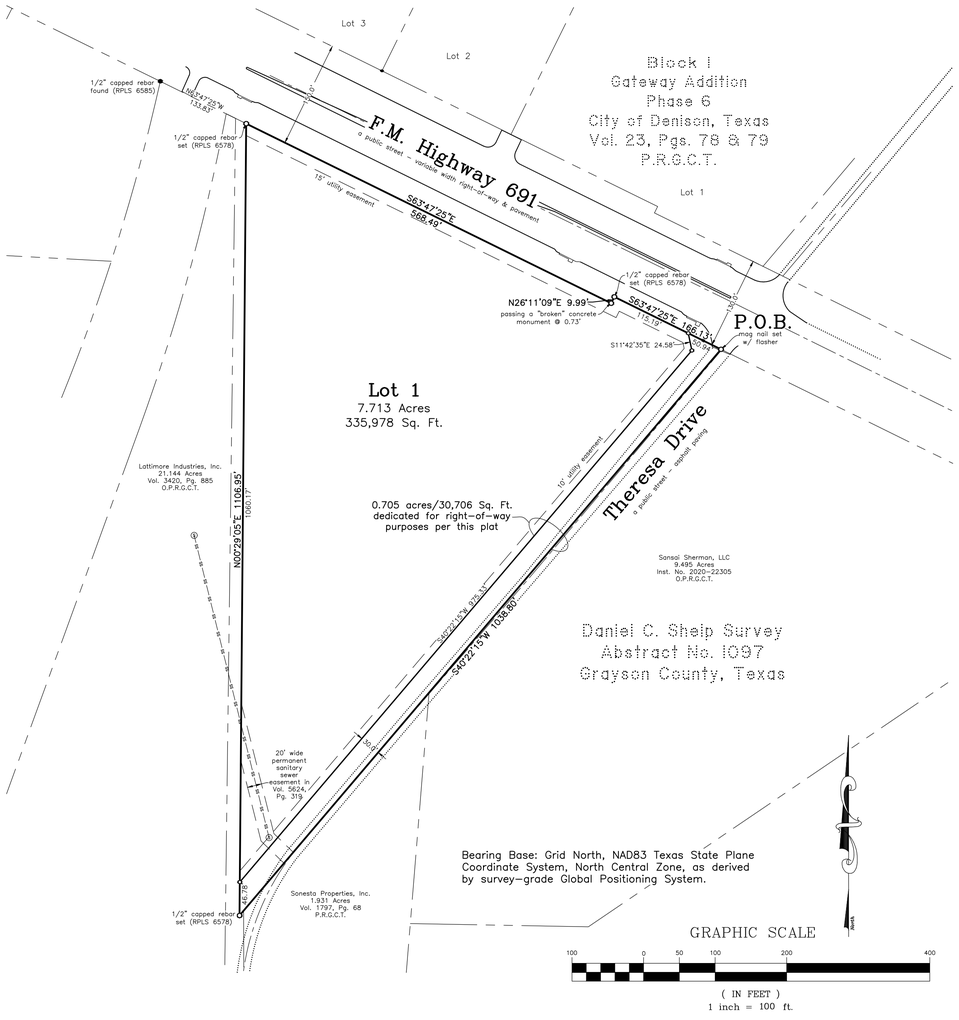
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

NOT TO SCALE

1 in = 400 ft



Final Plat
Garson Retreat
to the
City of Sherman
Grayson County, Texas
8.418 Acres
in the
Daniel C. Shelp Survey
Abstract No. 1097

General Notes:

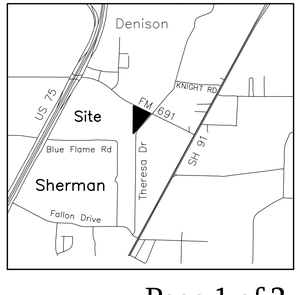
1. Water Supply to be provided by City of Sherman, Texas.
2. Sewer service to be provided by City of Sherman, Texas.
3. Electrical service is provided by Oncor Electrical Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The property shown on the plat hereon lies within a Zone "X" (areas determined to be outside 500-year floodplain) Designation, as shown on the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0280 F, Revised Date: September 29, 2010.
8. Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.

Job No. CGS670322

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Scott Weismann III
6422 La Manga Drive
Dallas, Texas 75248

Vicinity Map
(not to scale)



D:\8.42 Acres DC Shelp Denison\Civil 3d\8.42 Ac FM 691 Denison.dwg Layout: Final Plat Plot Date Mar 22 22 Time: 7:45 PM

FIELD NOTES

SITUATED in the City of Sherman, County of Grayson, State of Texas, and being a part of the Daniel C. Shelp Survey, Abstract No. 1097, and being all of a called 8.42 acre tract of land as conveyed to W. Scott Weismann, III by the Estate of Michele Garson Weismann, as recorded in Volume 5726, Page 545, Official Public Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a mag nail set with flasher at the Northeast corner of said Weismann 8.42 ac., at the intersection of the South right-of-way line of F.M. Highway 691 with the centerline of Theresa Drive;

THENCE South 40 deg. 22 min. 15 sec. West, along near the center of said Theresa Drive, with the Southeast line of said Weismann 8.42 ac., a distance of 1,038.80 ft., to a 1/2 inch capped rebar set "RPLS 6578" for the South corner of said Weismann 8.42 ac.;

THENCE North 00 deg. 29 min. 05 sec. East, with the West line of said Weismann 8.42 ac., a distance of 1,106.95 ft., to a 1/2 inch capped rebar set "RPLS 6578" for the most Western Northwest corner of said Weismann 8.42 ac., in the South right-of-way line of said F.M. Highway 691, **FROM** which a 1/2 inch capped rebar found "RPLS 6585" bears North 63 deg. 47 min. 25 sec. West a distance of 133.83 ft.;

THENCE in a Southeasterly direction, with the South right-of-way of said F.M. Highway 691 and the North line of said Weismann 8.42 ac., the following calls and distances:

1. South 63 deg. 47 min. 25 sec. East, a distance of 568.49 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" for an ELL corner of said Weismann 8.42 ac.;
2. North 26 deg. 11 min. 09 sec. East, a distance of 10.00 ft. to a 1/2 inch capped rebar set "RPLS 6578" for the most Northern Northwest corner of said Weismann 8.42 ac.;
3. South 63 deg. 47 min. 25 sec. East, a distance of 166.13 ft. to the **PLACE OF BEGINNING** and containing **8.418 ACRES** of land.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Sherman, Texas.

_____
Kate A. Wagner, R. P. L. S. No. 6578 Date:

STATE OF TEXAS
REGISTERED
KATE A. WAGNER
6578
PROFESSIONAL
LAND SURVEYOR

I, Scott Weismann, III, owner of Preliminary Plat of Garson Retreat, to the City of Sherman, Texas do hereby dedicate the streets and easements shown hereon to the public use forever.

_____
Scott Weismann, III

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Scott Weismann, III, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 2022.

_____
Notary Public, Grayson County, Texas

Sherman
CLASSIC TOWN. BROAD HORIZON.

This, the Final Plat of Garson Retreat to the City of Sherman, Texas is hereby approved this _____ day of _____, 2022 by the Planning and Zoning Commission of the City of Sherman, Texas.

_____ _____
Chairman Secretary

This, the Final Plat of Grason Retreat to the City of Sherman, Texas is hereby approved this _____ day of _____, 2022, by the City Council of the City of Sherman, Texas.

ACCEPTED BY THE CITY COUNCIL OF SHERMAN, TEXAS: _____
MAYOR, CITY OF SHERMAN, TEXAS DATE

The undersigned, the City Clerk of the City of Sherman, Texas, does hereby certify that the foregoing Final Plat of Garson Retreat to the City of Sherman, Texas, was submitted to the city council of Sherman, Texas, on the _____ day of _____, 2022, and that the City Council, by formal action, then and there accepted the dedication of all easements, and other public areas, as shown and set forth in and upon said plat; and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as here above subscribed.

CERTIFIED THIS _____ DAY OF _____, 2022, BY _____
CITY CLERK, CITY OF SHERMAN, TEXAS

Final Plat
Garson Retreat
to the
City of Sherman
Grayson County, Texas
8.418 Acres
in the
Daniel C. Shelp Survey
Abstract No. 1097

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Phone (903) 463-6191
Email: kate@helveywagnersurvey.net
TBPELS Firm Registration No. 10088100

Owner:
Scott Weismann III
6422 La Manga Drive
Dallas, Texas 75248

D:\8.42 Acres DC Shelp Denison\Civil 3d\8.42 Ac FM 691 Denison.dwg Layout: Final Plat Plot Date Mar 22 22 Time: 7:45 PM

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 11, 2022

Scott Weismann, III
6422 La Manga Drive
Dallas, TX 75248

Helvey-Wagner Surveying, Inc.
222 W. Main Street
Denison, TX 75020

Dear Applicants,

The request for approval of the Final Plat of Garson Retreat has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 19 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Water main must be extended in accordance with City criteria to serve proposed Lot prior to Building Permit being issued. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
3. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
4. Original tax certificates with $0.00 balance for each taxing property involved in plat shall be furnished to the City of Sherman Engineering Department at the time of delivery of final mylar and prints for the purpose of recording the plat. *Code of Ordinances Chapter 10, Exhibit A, Secs. 6(B), 6(B)(11)*
5. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
6. Upon final staff approval, 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval. *Code of Ordinances Chapter 10, Exhibit A, Sec. 6(B)*

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 22.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **6350 THERESA DRIVE**

The request of Scott Weismann III (Owner) and Helvey-Wagner Surveying, Inc. (Surveyor), concerning the property at 6350 Theresa Drive, being 8.418 acres in the Daniel C. Shelp Survey, Abstract No. 1097, as follows:

Planning and Zoning Commission

Final plat approval for Garson Retreat.

Background:

The property is located at 6350 Theresa Drive, the southwest corner of FM 691 (Grayson Drive) and Theresa Drive and zoned an R-1 (One Family Residential) District. The owner would like to plat the property into one lot for residential development.

The following has been approved for the property:

- October 19, 2021 - Zone change from M-2 (Medium Manufacturing) District to an R-1 (One Family Residential) District

Adjacent Zoning:

C-2 (General Commercial) District
M-2 (Heavy Manufacturing) District

Origination:

Scott Weismann III (Owner)
Helvey-Wagner Surveying, Inc. (Surveyor)

Master Plan Designation:

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map

Zoning Map

Final Plat

Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **F. 8.**

Meeting Date: 05/16/2022

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

***** OTHER BUSINESS***

Final Plat approval for Bel Air Village Multifamily Phase 1, being 4.936 acres in the Sharrod Dunman Survey, Abstract No. 329; Ronny Guerrero, Bel Air Village SFR, LLC, Owner and Michael Carlisle, Kimley-Horn, Surveyor (300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

Issue:

To consider Final Plat approval for Bel Air Village Multifamily Phase 1, being 4.936 acres in the Sharrod Dunman Survey, Abstract No. 329; Ronny Guerrero, Bel Air Village SFR, LLC, Owner and Michael Carlisle, Kimley-Horn, Surveyor (300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

Background:

The property is located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway) between Highway 75 and Luella Road. The owner is requesting final plat approval in the Bel Air Village planned development for a multi-family residential development.

The following has been approved for this property:

- August 14, 1984 (300-900 Blocks East FM 1417) - Zone Change from R-1 (One Family Residential) District to M-1 (Light Manufacturing) District
- July 16, 2019 - Planned Development and site plan approval for Terra Perpetua Village
- August 17, 2021 - Amend a Planned Development and site plan approval under Ordinance No. 2280, Section 6.12, for Bel Air Village.

Origination:

Ronny Guerrero, Bel Air Village SFR, LLC (Owner)
Michael Carlisle (Representative)
Kimley-Horn and Associates (Surveyor)

Financial Consideration:

None

Staff Recommendation:

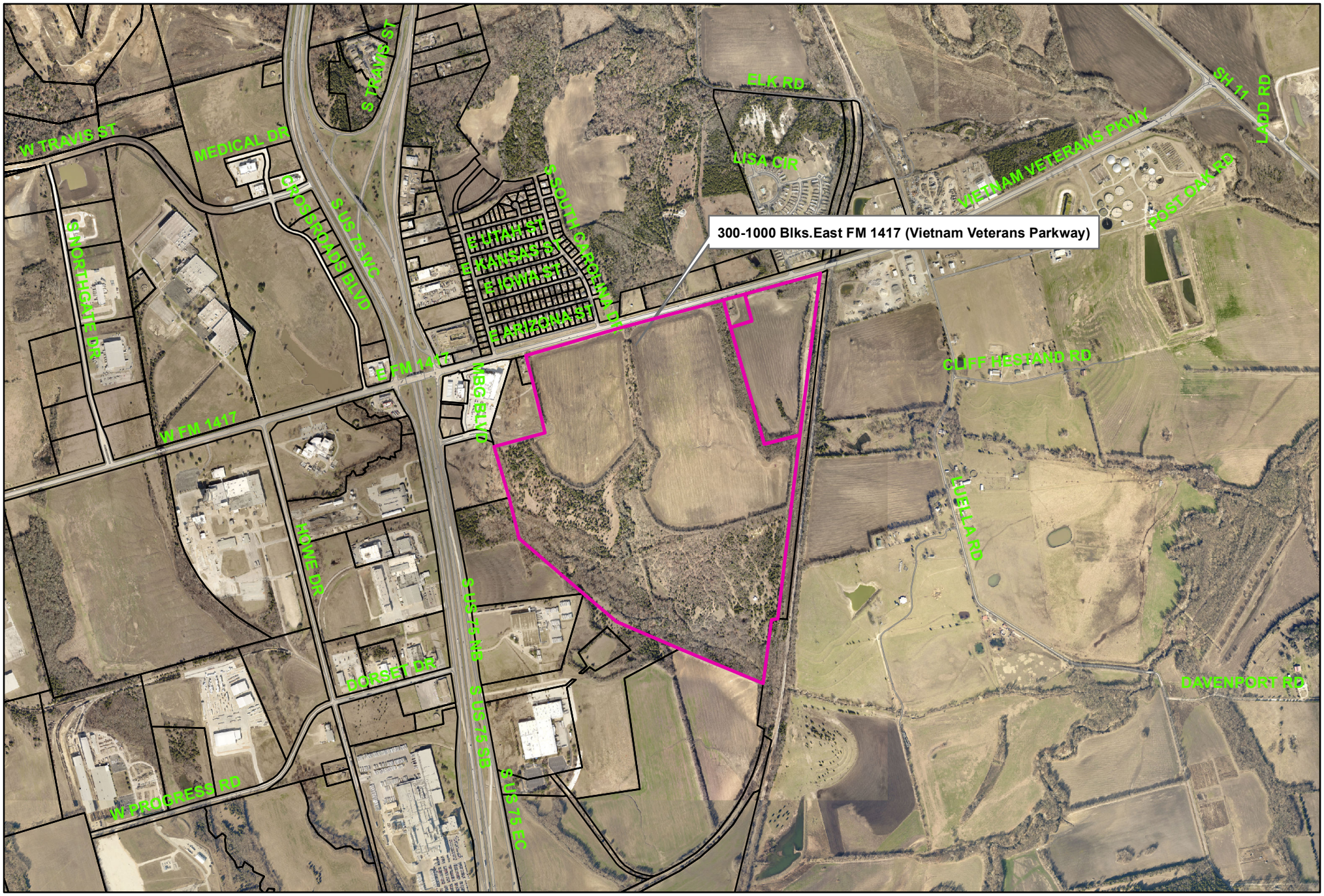
At the April 19, 2022 regular meeting, the Planning and Zoning Commission voted unanimously to recommend to the City Council that the Final Plat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter
P&Z Communication



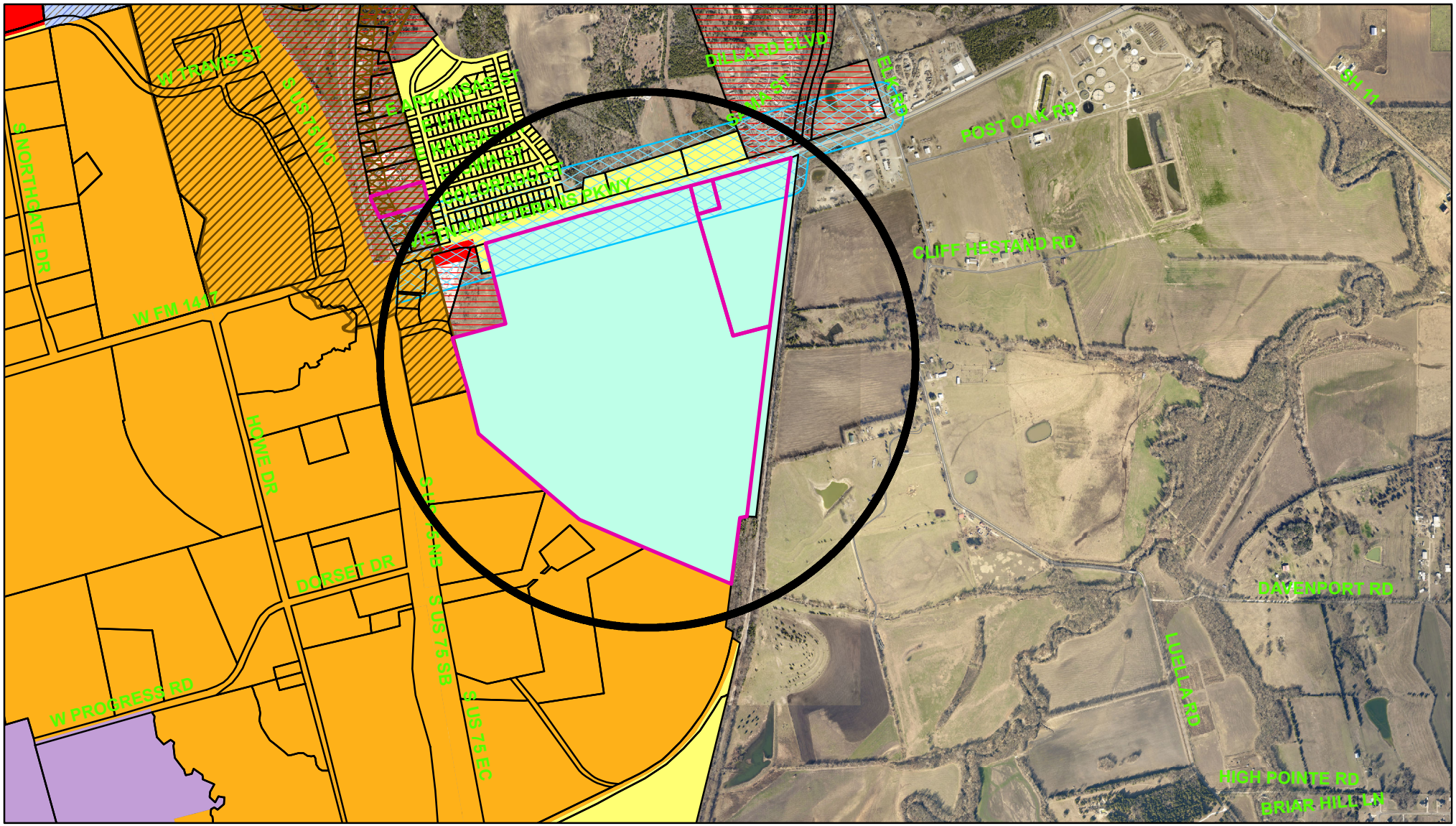
Sherman
CLASSIC TOWN. BROAD HORIZON.

300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

NOT TO SCALE

City of Sherman, Texas
Developmental Services Department

1 in = 1,505 ft



Zoning - 300+1000 Blocks East FM 1417 (Vietnam Veterans Parkway)

Legend

Special Districts Overlay
DISTRICT_NAME
- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor
Representation: ShermGIS.DBO.TransportationCorridor_Rep_1
- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

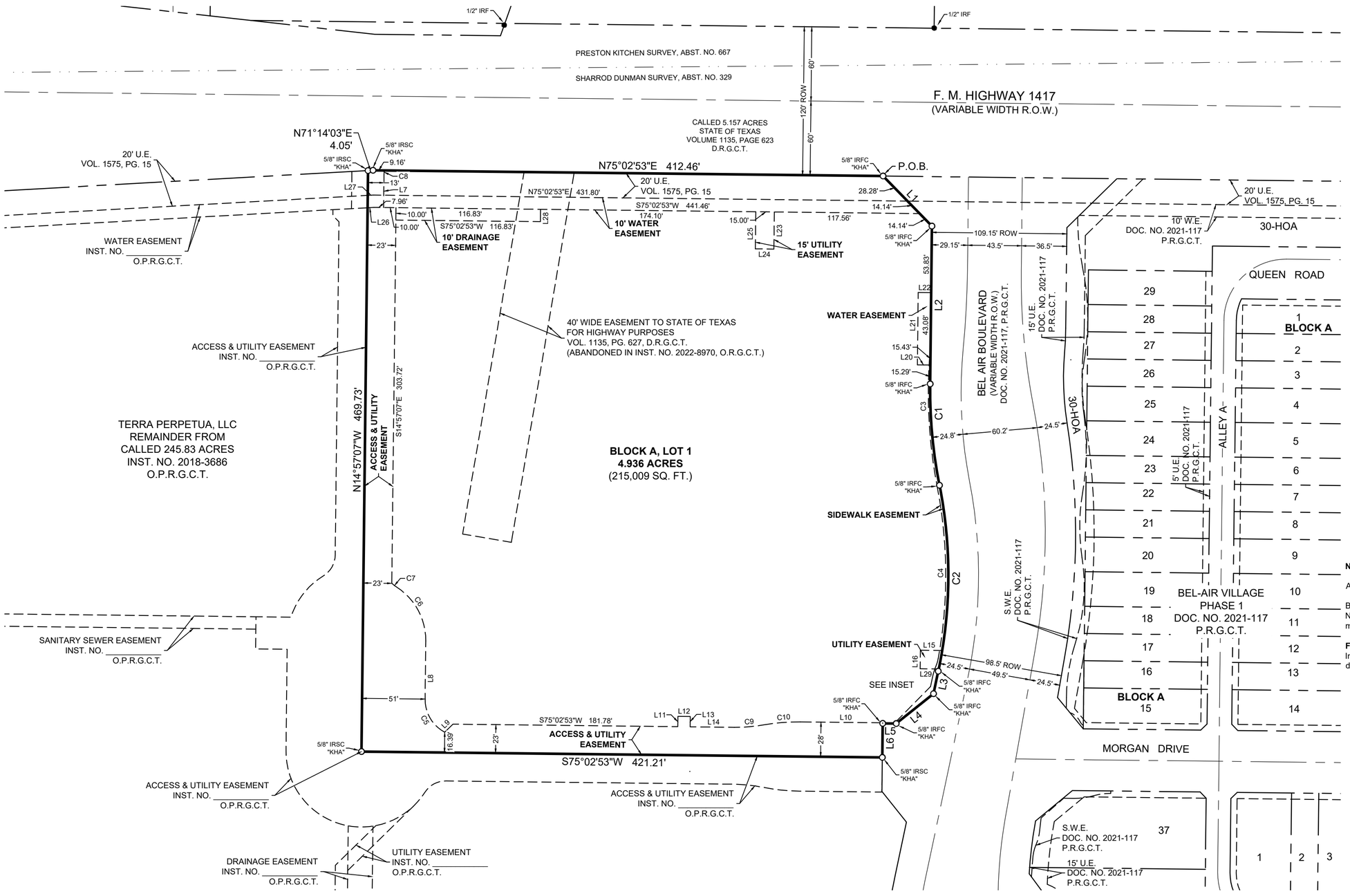
Zoning Districts
Representation: ShermGIS.DBO.ZoningDistrict_Rep
- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District
- CO Office District
- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing Distgrict
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department

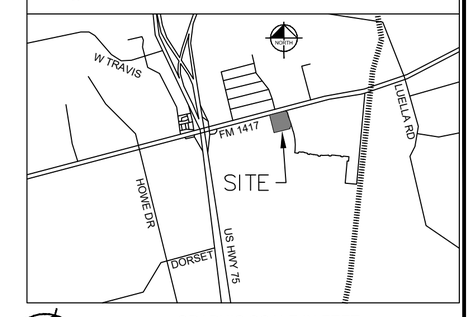
NOT TO SCALE

1 in = 1,598 ft



VICINITY MAP

N.T.S.



GRAPHIC SCALE IN FEET

60 0 30 60 120

1" = 60' @ 24X36

LEGEND

	BOUNDARY LINE
	EASEMENT LINE
IRF	IRON ROD FOUND
IRFC	IRON ROD FOUND WITH CAP
IRSC	IRON ROD SET WITH CAP
INST. NO.	INSTRUMENT NUMBER
NTS	NOT TO SCALE
FND.	FOUND
P.R.G.C.T.	PLAT RECORDS OF GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS
XS	"X" CUT IN CONCRETE SET
XF	"X" CUT IN CONCRETE FOUND
P.O.B.	POINT OF BEGINNING
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
S.W.E.	SIDE WALK EASEMENT
U.E.	UTILITY EASEMENT
F.A.U.E.	FIRE LANE, ACCESS, AND UTILITY EASEMENT
W.E.	WATER EASEMENT
A.E.	ACCESS EASEMENT
E.E.	ELECTRIC EASEMENT

NOTES:

All corners are a 5/8-inch iron rod with plastic cap stamped "KHA" set, unless otherwise noted.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983. Distances shown are Surface values. To obtain Grid values, multiply the distance by the Project Combined Scale Factor (PCF) of 0.9998871212.

FLOOD STATEMENT: According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48181C0405F, for Grayson County, Texas and incorporated areas, dated September 29, 2010, this property is located within:

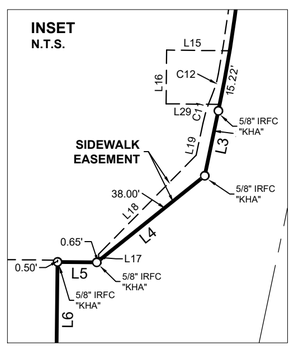
Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain"

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LINE TABLE		
NO.	BEARING	LENGTH
L1	S59°57'07"E	56.57'
L2	S14°57'07"E	127.64'
L3	S03°40'42"E	18.55'
L4	S35°41'06"W	38.66'
L5	S75°02'53"W	10.96'
L6	S14°57'07"E	27.50'
L7	S14°57'07"E	26.53'
L8	S14°57'07"E	47.00'
L9	N30°02'53"E	9.35'
L10	N75°02'53"E	66.59'
L11	N14°57'07"W	8.36'
L12	N75°02'53"E	10.00'
L13	S14°57'07"E	8.36'
L14	N75°02'53"E	35.75'
L15	N75°02'53"E	17.60'

LINE TABLE		
NO.	BEARING	LENGTH
L16	N14°57'07"W	15.00'
L17	N14°57'07"W	1.89'
L18	N29°00'15"E	38.84'
L19	N03°40'42"W	9.09'
L20	S75°02'53"W	10.48'
L21	N14°57'07"W	58.51'
L22	N75°02'53"E	10.48'
L23	S14°57'07"E	30.00'
L24	S75°02'53"W	15.00'
L25	N14°57'07"W	30.00'
L26	S71°14'03"W	5.05'
L27	N71°14'03"E	4.71'
L28	S14°57'07"E	10.00'
L29	S75°02'53"W	15.00'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	11°49'12"	399.50'	82.42'	S20°51'43"E	82.27'
C2	23°05'36"	375.50'	151.35'	N15°13'30"W	150.33'
C3	16°24'08"	401.50'	114.94'	S18°21'17"E	114.55'
C4	21°20'00"	373.50'	139.07'	N15°53'21"W	138.27'
C5	62°29'57"	30.00'	32.72'	S46°12'05"E	31.13'
C6	57°56'10"	51.00'	51.57'	N43°55'12"W	49.40'
C7	9°44'47"	30.00'	5.10'	S68°00'53"E	5.10'
C8	6°37'58"	30.00'	3.47'	S11°38'08"E	3.47'
C9	10°42'38"	127.00'	23.74'	N69°41'34"E	23.71'
C10	10°42'38"	160.00'	29.91'	S69°41'34"W	29.87'
C11	11°32'23"	40.00'	8.06'	S02°05'29"W	8.04'
C12	13°05'02"	28.00'	6.39'	N01°19'10"E	6.38'



ACCEPTANCE

Approved this _____ day of _____, 2022, by the City Planning Commission to the City of Sherman, Texas.

_____ _____
Chairman Secretary

CERTIFICATE OF ACCEPTANCE OF DEDICATION

Approved by the City Council of the City of Sherman.

_____ _____
Mayor, City of Sherman, Texas Date

CERTIFICATE OF COMPLIANCE

The Undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing, Bel-Air Village, Phase 1, an addition to the City of Sherman, Texas, was submitted to the City Council on the _____ day of _____, 2022, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places, as shown and set forth in and upon said map or plat, and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as herein above subscribed.

Witness my hand this _____ day of _____, 2022.

_____
Clerk, City of Sherman, Texas

FINAL PLAT
BEL-AIR VILLAGE MULTIFAMILY, PHASE 1

4.936 ACRES SITUATED IN THE
SHARROD DUNMAN SURVEY, ABSTRACT NO. 329,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 60'	BB	KH	March 2022	064462003	1 OF 2

OWNER / APPLICANT:
Terra Perpetua, LLC
2800 N. Dallas Pkwy., Suite 324
Plano, Texas 75093
Contact : Ronny Guerrero

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS TERRA PERPETUA, LLC., is the owner of a tract of land situated in the Sharrod Dunman Survey, Abstract No. 329, City of Sherman, Grayson County, Texas and being a portion of a called 245.83-acre tract of land described in a Special Warranty Deed to Terra Perpetua, LLC, recorded in Instrument No. 2018-3686 of the Official Public Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found at the northerly end of a corner clip at the intersection of the southerly right-of-way line of F.M. Highway 1417, a variable width right of way, and the westerly right-of-way line of Bel Air Boulevard, a variable width of right of way, for the northerly northeast corner hereof;

THENCE South 59°57'07" East, along said corner clip a distance of 56.57 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the southerly end of said corner clip, for the southerly northeast corner hereof;

THENCE along the westerly right-of-way line of said Bel Air Boulevard, the following courses and distances:

South 14°57'07" East, a distance of 127.64 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a tangent curve to the left with a radius of 399.50 feet, a central angle of 11°49'12", and a chord bearing and distance of South 20°51'43" East, 82.27 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 82.42 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a reverse curve to the right with a radius of 375.50 feet, a central angle of 23°05'36", and a chord bearing and distance of South 15°13'30" East, 150.33 feet;

In a southerly direction, with said reverse curve to the right, an arc distance of 151.35 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found;

South 03°40'42" East, a distance of 18.55 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

South 35°41'06" West, a distance of 38.66 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

South 75°02'53" West, a distance of 10.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for corner;

South 14°57'07" East, a distance of 27.50 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southerly southeast corner hereof;

THENCE South 75°02'53" West, departing the westerly right-of-way line of said Bel Air Boulevard, across said 245.83 acre tract, a distance of 421.21 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner hereof;

THENCE North 14°57'07" West, continuing across said 245.83 acre tract, a distance of 469.73 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the southerly right-of-way line of said F.M. Highway 1417, for the northwest corner hereof;

THENCE with the southerly right-of-way line of said F.M. Highway 1417, the following courses and distances:

North 71°14'03" East, a distance of 4.05 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set,

North 75°02'53" East, a distance of 412.46 feet to a point to the **POINT OF BEGINNING** and containing 4.936 acres (215,009 square feet) of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, TERRA PERPETUA, LLC., acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as **BEL-AIR VILLAGE MULTIFAMILY, PHASE 1,** an addition to the City of Sherman, and does hereby dedicate to the public use forever, the streets and alleys shown thereon.

TERRA PERPETUA, LLC., does herein certify the following:

1. The streets and alleys herein are dedicated in fee simple for street and alley purposes.
2. All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
3. The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
4. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be place in landscape easements if approved by the City of Sherman.
5. The City of Sherman is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
6. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Sherman's use thereof.
7. The City of Sherman and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
8. The City of Sherman and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
9. All modifications to this document shall be by means of plat and approved by the City of Sherman.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand, this _____ day of _____, _____.

BY: TERRA PERPETUA, LLC., a Delaware limited liability company

By: _____
RONNY GUERRERO, PRESIDENT

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Ronny Guerrero, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

_____
Notary Public, State of Texas

AVIGATION RELEASE

THE STATE OF TEXAS §

COUNTY OF GRAYSON §

WHEREAS, TERRA PERPETUA, LLC., hereinafter called OWNER (whether one or more), is the owner of a certain parcel of land situated in the City of Sherman, Grayson County, Texas, being more particularly described as **BEL-AIR VILLAGE MULTIFAMILY, PHASE 1**, an addition to the City of Sherman, Grayson County, Texas.

OWNER does hereby waive, release, remise, quit claim and forever hold harmless the City of Sherman, Texas a municipal corporation, hereinafter called CITY, and Sherman Municipal Airport, hereinafter called AIRPORT, from any and all claims for damages of any kind that OWNER may now have or may hereinafter have in the future by reason of the passage of all aircraft (aircraft being defined for the purpose of this instrument as any contrivance now known or hereinafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated, in the airspace above OWNER'S property. Such release shall include, but not be limited to, any damages to OWNER'S described property, such as noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on the Sherman Municipal Airport, whether such claim be for injury or death to person or persons or damages to or taking of property; and OWNER does hereby fully remiss and release any right or cause of action which it may now have or which it may in the future have against the CITY or the AIRPORT, whether such claims be for injury or death to persons or damage to property due to noises, vibration, fumes, dust, fuel and lubricant particles, and all the other effects that may be caused or may have been caused by the operation and/or maintenance of aircraft or aircraft engines at or on said Sherman Municipal Airport.

It is agreed that this Release shall be binding upon OWNER, his successors, heirs, executors, administrators and assigns, in interest with regard to said property located in **BEL-AIR VILLAGE MULTIFAMILY, PHASE 1**, an addition to the City of Sherman, Texas, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Grayson County, Texas.

Executed this _____ day of _____, AD, 2022.

BY: TERRA PERPETUA, LLC., a Delaware limited liability company

By: _____
RONNY GUERRERO, PRESIDENT

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Ronny Guerrero, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

_____
Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael B. Marx, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Sherman, Texas.

_____
Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
6160 Warren Pkwy, Suite 210
Frisco, Texas 75034
Phone 972-335-3580

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

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael B. Marx, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2022.

_____
Notary Public, State of Texas

FINAL PLAT
BEL-AIR VILLAGE MULTIFAMILY, PHASE 1

4.936 ACRES SITUATED IN THE
SHARROD DUNMAN SURVEY, ABSTRACT NO. 329,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

Tel. No. (972) 335-3580
FIRM # 10193822

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	BB	KH	March 2022	064462003	2 OF 2

OWNER / APPLICANT:
Terra Perpetua, LLC
2800 N. Dallas Pkwy., Suite 324
Plano, Texas 75093
Contact : Ronny Guerrero

SURVEYOR / ENGINEER:
Kimley-Horn and Associates, Inc.
260 E. Davis Street, Suite 100
McKinney, TX 75069
Ph: (972) 335-3580
Contact: Michael Carlisle, PE

Sherman
CLASSIC TOWN. BROAD HORIZON.

STAFF REVIEW LETTER

April 11, 2022

Terra Perpetua, LLC
Attn: Ronny Guerrero
2800 N. Dallas Parkway, Ste. 324
Plano, TX 75093

Kimley-Horn and Associates, Inc.
Attn: Michael Carlisle, PE
260 E. Davis Street, Ste. 100
McKinney, TX 75069

Dear Applicants,

The request for approval of the Final Plat of Bel-Air Village Multifamily, Phase 1 has been scheduled to be heard by the Planning and Zoning Commission on the day of Tuesday, April 19 22, 2022 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit with drawing showing dimensions is required from City of Sherman Engineering Department for review and approval prior to any work being done within public right of way. *Code of Ordinances Chapter 3, Division 5, Sec. 3.10.154*
2. Remove abandoned 40' Wide Easement from drawing. Add General note stating abandonment with instrument information for abandonment documentation.
3. Easements by separate instrument to be filed of record and plat updated with instrument information.
4. Civil Engineering plans shall be provided to the Engineering Department for review and approval. Plat to reflect changes upon Engineering review. *Code of Ordinances Chapter 10, Exhibit A, Sec. 12, Code of Ordinances Chapter 10, Exhibit A, Sec. 15.*
5. No structures will be permitted within any easements.
6. Verify fire requirements and code compliance with Fire Marshal. *Code of Ordinances Chapter 3.02(c)*
7. Water main must be extended in accordance with City criteria to serve proposed Lot. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(G)*
8. Sanitary Sewer main must be extended in accordance with City criteria to serve proposed Lot. Sewer capacity shall be verified for proposed use. *Code of Ordinances Chapter 13, Sec. 13.07.282; Chapter 10, Exhibit A, Sec. 12(H)*
9. Internal water and sewer lines will be privately owned and maintained.

It is the policy of this Board not to consider a request unless the applicant or its representative attends the meeting at which the request is considered. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

Wayne E. Lee, P.E., CFM
Director of Engineering

cc: Robby Hefton, City Manager
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager
Rob Rae, Director of Development Services
Billy Hartsfield, Fire Marshal
The Law Firm of Abernathy, Roeder, Boyd, & Hughlett, P.C., City Attorney

Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 25.

Meeting Date: 04/19/2022

Prepared by: Kerri Turner, Administrative Assistant
Rob Rae, Director of Development Services

Clay Mahone, Chairman
David Downtain, Vice Chairman
Shawn Davis, Commissioner
Leigh Ann Sims, Commissioner
Paul Manley, Commissioner
Glenn Whitaker, Commissioner
Bryan Blagg, Commissioner

Requested Action/Proposed Use:

* **300-1000 BLOCKS EAST FM 1417 (VIETNAM VETERANS PARKWAY)**

The request of Ronny Guerrero, Bel Air Village SFR, LLC (Owner), Michael Carlisle, Kimley-Horn (Surveyor) concerning the property at 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway), being 4.936 acres in the Sharrod Dunman Survey, Abstract No. 329, as follows:

Planning and Zoning Commission

Final Plat approval for Bel Air Village Multifamily Phase 1.

Background:

The property is located in the 300-1000 Blocks East FM 1417 (Vietnam Veterans Parkway) between Highway 75 and Luella Road. The owner is requesting final plat approval of a planned development for a multi-family residential development.

The following has been approved for this property:

- August 14, 1984 (300-900 Blocks East FM 1417) - Zone Change from R-1 (One Family Residential) District to M-1 (Light Manufacturing) District
- July 16, 2019 - Planned Development and site plan approval for Terra Perpetua Village
- August 17, 2021 - Amend a Planned Development and site plan approval under Ordinance No. 2280, Section 6.12, for Bel Air Village.

Adjacent Zoning:

PD (Planned Development)
R-1 (One Family Residential) District

Origination:

Ronny Guerrero, Bel Air Village SFR, LLC (Owner)
Michael Carlisle (Representative)
Kimley-Horn and Associates (Surveyor)

Master Plan Designation:

Agricultural and Rural – Typically are large parcels that are primarily used for crops or pasture land. These low density regions surrounding the City do not have significant demands on the transportation or utilities network.

Number of notices mailed:

Not Required

Objections Received:

0

Development Review Meeting:

Yes

Attachments

Location Map
Zoning Map
Final Plat
Staff Review Letter

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting **G. 1.**

Meeting Date: 05/16/2022

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Parks and Recreation Advisory Board (2)

Issue:

Brantley Blackburn and Shane Martin's terms on the Parks and Recreation Adivsory Board expired on May 8, 2022. Both are eligible and do wish to be reappointed. We have no other applications on file for this boad.

Background:

The Parks and Recreation Advisory Board advises the City Council on long-range planning and the implementation of programs and activities conducted by the Parks and Recreation Department.

Origination:

The reappointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

The staff recommends that Mr. Blackburn and Mr. Martin be reappointed to the Parks and Recreation Board.

Alternatives:

The alternative is to delay reappointments to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Brantley Blackburn Reappointment Letter

Shane Martin Reappointment Letter

MEMBERSHIP ROSTER

PARKS & RECREATION BOARD

LENGTH OF TERMS: TWO YEARS
Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Ronald Rose	1	A 5/4/2021	5/4/2023	1	
Amanda Phillips	1	A 3/21/2017 R 3/21/2019 R 3/21/2021	3/21/2019 3/21/2021 3/21/2023	1 2 3	
Brantley Blackburn	n/a	A 5/8/2018 R 5/8/2020	5/8/2020 5/8/2022	1 2	
Shane Martin	4	A 5/8/2018 R 5/8/2020	5/8/2020 5/8/2022	1 2	
Michael Kelly	1	A 12/19/2017 R 12/19/2019 R 12/19/2021	12/19/2019 12/19/2021 12/19/2023	1 2 3	
Nathaniel Lightfoot	3	A 3/22/2022	3/22/2024	1	
Michelle Casey	3	A 2/4/2020 R 2/4/2022	2/4/2022 2/4/2024	1 2	

NOTE:

Chair:
Vice Chair:

CITY STAFF: Theresa Hutchinson, Parks and Recreation Manager
Revised 3/22/2022

FACT SHEET

PARKS AND RECREATION BOARD

Established by ORDINANCE 3181 – MARCH 28, 1977

1. **Number of Members: SEVEN (7)**
2. **Term of Appointment: TWO (2) YEARS**
3. **Consecutive Term Rule: THREE (3) TERMS – ORDINANCE 4112 (7/24/89)**
4. **Qualifications for Membership: INTEREST IN PROGRAMS AND ACTIVITIES CONDUCTED BY PARKS AND RECREATION DEPARTMENT. A STUDENT OF SHERMAN HIGH SCHOOL DESIGNATED BY STUDENT COUNCIL, AND THE DIRECTOR OF PARKS AND RECREATION SHALL BE EX-OFFICIO, NON-VOTING MEMBERS**
5. **Appointed by: MAYOR AND CITY COUNCIL**
6. **Board Organization**

CHAIRPERSON E VICE CHAIRPERSON ____ SECRETARY A_____

ELECTED ___ APPOINTED ____

7. **Departmental Responsibility: PARKS AND RECREATION DEPARTMENT**
8. **Meeting Date: FIRST WEDNESDAY OF EACH MONTH**
9. **Attendance Requirements: WILL FORFEIT SEAT BY MISSING 3 CONSECUTIVE MEETING WITHOUT GOOD CAUSE**

==========

PURPOSE:
To assist in long-range planning and implementation of programs and activities conducted by the Parks and Recreation Department.

RESPONSIBILITIES:
Advise concerning future development; to study and make recommendations concerning additional park land or sites; and to recommend means for maximum utilization of facilities.

APPLICANT LIST

Parks and Recreation Advisory Board **Positions Vacant 2**

Applicant	Address	District	Qualifications
Brantley Blackburn	988 Plainview Rd	n/a	Current Member; Wishes to be Reappointed
Shane Martin	1307 W. Washington	4	Current Member; Wishes to be Reappointed

COMMENTS:

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 22, 2022

Brantley Blackburn
988 Plainview Road
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Mr. Blackburn:

Your term on the Parks and Recreation Advisory Board expired on May 8, 2022. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

✓ I do wish to be considered for reappointment to this board

_____ I do not wish to be considered for reappointment to this board

Brantley Blackburn 4-26-22

Signature Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

Sherman
CLASSIC TOWN. BROAD HORIZON

City Clerk's Office

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 22, 2022

Shane Martin
1307 W. Washington
Sherman, Texas 75092

RE: Parks and Recreation Advisory Board

Dear Mr. Martin:

Your term on the Parks and Recreation Advisory Board expired on May 8, 2022. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Theresa Hutchinson, Parks and Recreation Manager

✓ I do wish to be considered for reappointment to this board

____ I do not wish to be considered for reappointment to this board

Signature

04/28/2022
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106
Sherman, Texas 75091-1106

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting

Meeting Date: 05/16/2022

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2022 Council Calendar

2022
Council Calendar

January

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	~~23~~	24	25	26
27	28					

March

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

	Holiday
	Holiday for Firefighters/Police Only
	City Council Regular Meeting
	City Council Called Meeting
	Special Called Meeting
	Budget Workshop
	Cancelled City Council Meeting

CALLED MEETINGS	
1/18/20222	Rescheduled - Martin Luther King, Jr. Day
2/9/2022	CIP-Public Works Planning Session
~~2/23/2022~~	Joint Meeting - Legal Training (Canceled-Bad Weather)
3/23/2022	Joint Meeting - Legal Training
4/19/2022	Budget Planning Meeting
5/26/2022	Capital Improvement Program Work Session
~~6/7/20222~~	Budget Workshop - Day 1
~~6/8/2022~~	Budget Workshop - Day 2
7/5/2022	Rescheduled - Independence Day
9/6/2022	Resheduled - Labor Day