

# **A G E N D A**

A regular meeting of the Mayor and City Council of the City of Waxahachie to be held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on ***Monday, October 20, 2025 at 7:00 p.m.***

Council Members Present: Billie Wallace, Mayor, Council Member Place 4  
Patrick Souter, Mayor Pro Tem, Council Member Place 2  
Tres Atkins, Council Member Place 1  
Chris Wright, Council Member Place 3  
Travis Smith, Council Member Place 5

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Announcements/Presentations***
  - a. Introduce Honorary Council Member
  - b. Recognize the Finance Department for receiving the Achievement of Excellence in Procurement award from the National Procurement Institute
  - c. Recognize Leila Cole, Purchasing Manager, for earning the NIGP-CPP Certified Procurement Professional Certification from the Institute for Public Procurement
5. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code. ***Speakers must observe the five (5) minute time limit.***
6. ***Consent Agenda***

All matters listed under Item 6, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of October 6, 2025
- b. Minutes of the City Council work session of October 6, 2025
- c. Proposed Ordinance amending Sections 8-30 and 8-31 of Chapter 8 of the City of Waxahachie Code of Ordinances to allow the use of copper clad aluminum wire in single-family residential
- d. Contract for purchase of eight (8) patrol vehicles in the amount of \$378,720
- e. 2022 Water and Sanitary Sewer Replacement Project Change Order-Amphitheater Parking Lot in the amount of \$151,352
- f. Construction Contract with HD Cook's Rock Solid, LLC for Asphalt Reconstruction: Grace, W Parks, Textile & Marshall Project in the amount of \$922,025

- g. Contract for purchase of backhoe and skid steer in the amount of \$257,685
  - h. HGAC Contract with Bruckner's Truck & Equipment in the amount of \$217,296.58 for the purchase of a new 2027 Mack MD6 with Attenuator body, designated as Fire Blocker 2
  - i. Musco Lighting Contract for Sports Complex LED Light Project PH II in the amount of \$678,811
7. **Hear** update of activities at Sims Library
  8. **Public Hearing** on a request by Lexi Cassels, Kimley-Horn, for a Zoning Change from a Commercial (C) zoning district to Planned Development-Multi-Family-2 and Planned Development-Commercial (PD-MF-2 & PD-C) zoning district, for a mixed-use development, located directly east of 2050 Conquest Boulevard, (Property ID 191630 & 191636) - Owner: B&T Realty Services Inc (ZDC-91-2024)
  9. **Consider** proposed ordinance approving ZDC-91-2024
  10. **Consider** Development Agreement for ZDC-91-2024
  11. **Public Hearing** on a request by Marisa Brewer, McAdams, for a Zoning Change from a Planned Development – Commercial (PD-5-C) zoning district to Planned Development Multi-Family-1 (PD-MF-1) zoning district located at 501 Houston Street (Property ID 189345 – Owner(s): Skanda Investments, LLC and Masina Investments, LLC (ZDC-174-2024)
  12. **Consider** proposed Ordinance approving ZDC-174-2024
  13. **Consider** Development Agreement for ZDC-174-2024
  14. **Consider** a request by Jake Pinto, Alpine Start Development, for a Site Plan for Alpine Meadows, located directly south of 1850 FM 878 (Property ID: 290675) – Owner: ASD Waxi Fee Owner LLC (SP-68-2025)
  15. **Consider** Development Agreement for SP-68-2025
  16. **Public Hearing** on a request by Aaron Pass for a Specific Use Permit (SUP) for an Accessory Structure exceeding seven hundred (700) square feet use within a Future Development (FD) zoning district located at 1664 FM 387 (Property ID 303204) - Owner: Tyler Carter (ZDC-106-2025)
  17. **Consider** proposed Ordinance approving ZDC-106-2025
  18. **Convene** into Executive Session to deliberate economic development incentives, as permitted by Texas Government Code Section 551.087; to deliberate the purchase, exchange, lease, or value of real property for municipal purposes, as permitted by Texas Government Code Section 551.072; to deliberate personnel matters, including the appointment, evaluation, duties or dismissal of any member of a City board or commission, and selection of a City Manager, all as permitted by Texas Government Code Section 551.074; to consult with the City Attorney about anticipated and pending litigation; to consult with the City Attorney regarding legal issues associated with land development and annexation issues; and to consult with the City Attorney regarding legal issues related to

the city manager transition, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto

19. ***Reconvene*** and take any necessary action
20. Comments by Mayor, City Council, City Attorney and City Management
21. Adjourn

**The City Council reserves the right to go into Executive Session as authorized by Section 551.071(2) of the Texas Government Code, for the purpose of seeking confidential legal advice from legal counsel on any agenda item listed herein.**

**ACCESSIBILITY STATEMENT**

This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty-eight hours ahead of the meeting. To make arrangements, call the ADA Coordinator at (469) 309-4000 or (TDD) 1-800-RELAY TX

A regular meeting of the Mayor and City Council of the City of Waxahachie was held at the Waxahachie Civic Center, 2000 Civic Center Lane, Meeting Rooms A and B, Waxahachie, Texas, on Monday, October 6, 2025 at 7:00 p.m.

Council Members Present: Billie Wallace, Mayor, Council Member Place 4  
Patrick Souter, Mayor Pro Tem, Council Member Place 2  
Tres Atkins, Council Member Place 1  
Chris Wright, Council Member Place 3  
Travis Smith, Council Member Place 5

Others Present: Ricky Boyd, Interim City Manager  
Albert Lawrence, Deputy City Manager  
Terry Welch, City Attorney  
Amber Villarreal, City Secretary

**1. Call to Order**

Mayor Billie Wallace called the meeting to order.

**2. Invocation**

**3. Pledge of Allegiance and Texas Pledge of Allegiance**

Interim City Manager Ricky Boyd gave the invocation. Mayor Wallace led the Pledge of Allegiance and the Texas Pledge of Allegiance.

**4. Announcements/Presentations**

- a. Introduce Honorary Council Member
- b. Proclamation designating October 7<sup>th</sup> as a “Day of Remembrance and Community Resilience”
- c. Recognize Utility Department team member, David Bailey, for receiving the W.T. “Doc” Ballard Memorial Service Award from Texas Water Utilities Association

Council Member Tres Atkins introduced October Honorary Council Member Missy Phillips. This October, we are proud to honor Missy Phillips as our Honorary Council Member, a passionate servant leader whose dedication to the Waxahachie community spans decades. Ms. Phillips has generously served on numerous boards, including the Waxahachie Senior Citizen Center, where she held positions as Secretary and President, the Waxahachie Junior Service League, and the Salvation Army, where she devoted over 22 years serving, serving both as Secretary and President.

She also contributes her leadership to Campfire Creek Therapeutic Riding Center, where she currently serves as Board Chair. Her past involvement also includes key roles with the Miracle League, Wilemon PTO, Wedgeworth PTO, and the Crape Myrtle Council. Her volunteer footprint is equally impressive. Ms. Phillips has dedicated her time and energy to organizations and events, including Waxahachie Youth Baseball, RBI Club, Richards Park concessions, Waxahachie Chamber of Commerce, YMCA fundraising campaign, Boys and Girls club, Salvation Army Kettle Campaign, Dear Day Partners in Education, Habitat for Humanity, and Leadership Waxahachie, of which she is a proud graduate.

(lea)

She has Chaired or Co-chaired several iconic local events, including the Gingerbread Trail, Waxahachie Chamber Banquet, Candlelight Tour, David Ream Memorial Golf Tournament, Waxahachie Mini Grand Prix, and the Crape Myrtle Festival. Her service has been recognized with numerous accolades including Leadership Waxahachie Award, YMCA Fundraising Volunteer of the Year, Boys and Girls Club Volunteer of the Year, Salvation Army Volunteer of the Year, and the Waxahachie Junior Service League Sustainer of the Year. Her lifelong commitment to uplifting others and building a stronger community is an inspiration to all. we are grateful for her tireless dedication and are honored to recognize her this month.

Mayor Wallace read the proclamation designating October 7<sup>th</sup> as a “Day of Remembrance and Community Resilience.”

Item c. will be postponed to an upcoming meeting.

## 5. Public Comments

Terry Bader, 219 Black Bear Trail, Murfreesboro, TN, apologized for missing prior meetings and for not clearly explaining their copper-aluminum product. He acknowledged miscommunication with the City’s Building Department and requested a future workshop to clarify information. He committed to improving communication and appreciated the Department’s efforts.

Eric Kent, 421 Dr. Martin Luther King, Jr., Blvd., shared that after serving in the Army in 2004–2005 and struggling with PTSD and alcoholism, he became sober in August 2022. Inspired by recent events, he’s renewed his sense of patriotism and expressed a desire to begin serving at the city level with the goal of eventually reaching Congress or the Senate.

Alan Fox, 327 University, expressed concern about the City using a publication that is no longer widely accessible, especially for older residents who struggle with digital formats. He emphasized the importance of keeping public notices available in printed newspapers for accessibility. He also suggested the City Council consider lobbying the legislature to allow official City business to be posted directly on the City’s website in the future. In the meantime, he urged keeping public information easily accessible to all residents, not just those comfortable with online platforms.

## 6. Consent Agenda

- a. Minutes of the City Council meeting of September 15, 2025
- b. Event application for Trick or Treat on the Square to be held on October 30, 2025
- c. Event application for Tulipalooza to be held February 27-March 16, 2026
- d. Proposed Ordinance approving a request by Caleb Bates, for a Petition for ETJ Release for approximately 0.681 acres, located at 654 Sardis Rd (Property ID 180420) – Owner: Sardis Properties, LLC (ETJ-PTN-117-2025)
- e. Resolution to deny a rate increase request by Oncor Electric Delivery Company, LLC
- f. Buy Board Contract 746-24 with Siddons Martin Emergency Group, LLC for the purchase of a new Pierce Velocity PUC Pumper, designated as Fire Engine 5 in the amount of \$1,279,903
- g. Supplemental appropriation for insurance reimbursement for replacement of fabric shade covers at the Sports Complex in the amount of \$47,916

(lea)

- h. Resolution designating an official newspaper and an alternate advertising source for the City of Waxahachie for Fiscal Year 25-26
- i. Appointment to the Waxahachie Community Development Corporation to fill unexpired term
- j. Authorize funding from the Tax Increment Reinvestment Zone No. 1 (TIRZ) fund for improvements at 208 ½ S. Rogers Street in the amount of \$13,082.90
- k. Authorize funding from the Tax Increment Reinvestment Zone No. 1 (TIRZ) fund for improvements at 112 S. Rogers Street in the amount of \$21,201.93
- l. Authorize funding from the Tax Increment Reinvestment Zone No. 1 (TIRZ) fund for improvements at 100 N. College Street in the amount of \$75,000
- m. Construction contract for the Highland Avenue and Grand Avenue Water Tanks Rehabilitation Project in the amount of \$936,512
- n. Construction contract for the Martin Luther King Blvd Water Line and Sidewalk Improvements Project in the amount of \$1,597,852
- o. Contract for replacement of Membrane Filter Cell No.1 Components at Sokoll Water Treatment Plant in the amount of \$546,756
- p. Construction contract for the US77 Water Main Extension Project in the amount of \$2,461,200
- q. Professional Services Agreement for the Jefferson Lift Station Hydrogen Sulfide Reduction Project in the amount of \$174,576
- r. Contract for body worn cameras in the amount of \$1,175,787.85
- s. Contract for eight (8) fleet camera systems in the amount of \$124,272

**ORDINANCE NO. 3674**

**AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 0.681 ACRE TRACT OF LAND, LOCATED AT 654 SARDIS ROAD KNOWN AS PROPERTY ID 180420, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.**

**RESOLUTION NO. 1390**

**A RESOLUTION OF THE CITY OF WAXAHACHIE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

Mayor Pro Tem Patrick Souter requested to remove Item. h for further discussion.

(lea)

**Action:**

*Chris Wright moved to approve all items on the Consent Agenda, excluding Item h., as presented and authorize the Interim City Manager and/or Mayor to execute all necessary documents. Motion was seconded by Patrick Souter and carried unanimously (5-0).*

Mayor Pro Tem Patrick Souter raised concerns about changing the City's official newspaper, questioning contract terms and costs. While acknowledging the Waxahachie Daily Light's quality, they emphasized the importance of supporting local businesses like The Waxahachie Sun, which is based in Waxahachie. He stated that unless there is a legal or financial reason to switch, the City should continue using a hometown newspaper, consistent with past practices favoring local vendors. Mayor Pro Tem Souter emphasized the importance of communication and believes the official newspaper should be a hometown paper. He suggested reviewing the contract if issues arise but caution against making decisions without fully exploring the matter.

Council Member Travis Smith explained his reasoning for supporting a switch of the City's official newspaper. He referenced a Texas Attorney General opinion, noting that a newspaper of general circulation must be accessible to all residents, including those who are homebound or lack internet access. The Waxahachie Sun does not offer home delivery or mail subscriptions, requiring subscribers to pick up papers in person during business hours, which limits accessibility and could be seen as discriminatory. He emphasized that this issue is not about revenue but about fairness and accessibility. Council Member Smith also highlighted that the Waxahachie Daily Light, through its partnership with the Midlothian Mirror, offers broader reach and delivery to paid subscribers, better meeting legal criteria for a paper of general circulation. Council Member Smith appreciated the acknowledgment that the decision to consider selecting a new paper of record was a collective Council discussion, not driven by any individual. He clarified that the issue wasn't secretly pushed by a small group, as some have suggested, but that everyone received the same information simultaneously.

Council Member Chris Wright noted he believes the issue needs to be tabled and fully discussed at a proper agenda meeting rather than decided tonight. He asked for detailed information on subscription numbers and City spending before voting. Council Member Wright prefers staying with a hometown, locally owned paper and acknowledged the previous switch to The Waxahachie Sun was due to it being a local paper with lower rates. Since then, there hasn't been much discussion. He emphasized the need for transparent public discussion with all facts before making any decision.

Council Member Tres Atkins emphasized the need for accountability, pointing out that a missed deadline caused extra meetings and wasted time and money. Council Member Atkins noted that no one has acknowledged this failure publicly. He noted he is willing to go along with delaying a decision; however, he believes the missed deadline should have consequences and is ready to decide now instead of postponing the decision.

Mayor Wallace explained that cities are legally required to publish public notices, and this topic comes up annually. Recently, a tax notice was missed in the publication process, causing issues. There was also a problem with submitting notices to the Waxahachie Daily Light due to changing deadlines. The City aims to reach as many people as possible, acknowledging different preferences for print or online news. While open to considering various newspapers, including the Dallas

(6a)

Morning News (which is more expensive), the priority is to get the best service and widest community reach for taxpayers' money. She supported reviewing all options to ensure the best fit. City Attorney Terry Welch confirmed that the City can approve multiple official advertising sources. The law allows appointing one official newspaper of general circulation but doesn't prohibit naming alternate newspapers. This means the City could designate one primary official newspaper and one or two alternates. Having alternates can help ensure timely publication, especially if deadlines are missed by the primary paper. All these options are available, and the agenda posting complies with open meeting laws. The current draft resolution includes the Waxahachie Daily Light and the Dallas Morning News as alternates, but City Council can change those if desired.

Council Member Smith suggested including all county newspapers that meet the required criteria as alternates, since it causes no harm and ensures all options are covered. He emphasized that naming an "official" paper is mostly symbolic and doesn't confer any special privileges. Having multiple alternates allows flexibility to use different papers based on pricing and needs, with staff deciding how to best allocate funds. The main issue arose because there is no daily newspaper alternate—only weeklies—which limits options if a deadline is missed. Including daily papers as alternates would solve that problem and provide more flexibility.

#### **RESOLUTION NO. 1391**

**A RESOLUTION OF THE CITY OF WAXAHACHIE DESIGNATING THE WAXAHACHIE DAILY LIGHT AS THE OFFICIAL NEWSPAPER OF THE CITY OF WAXAHACHIE, AND THE DALLAS MORNING NEWS, THE ELLIS COUNTY PRESS, THE MIDLOTHIAN MIRROR, AND THE WAXAHACHIE SUN AS ALTERNATE ADVERTISING SOURCES, FOR FISCAL YEAR 2025-2026.**

#### **Action:**

*Travis Smith moved to name the Official Paper of Record and Circulation as the Waxahachie Daily Light with the alternative advertising newspapers being the Dallas Morning News, Ellis County Press, Midlothian Mirror, and The Waxahachie Sun. Motion was seconded by Tres Atkins and carried 3-2 with Patrick Souter and Chris Wright voting in opposition.*

#### **7. Public Hearing on a request by Ndorerwanayo Cesar, for a Specific Use Permit (SUP) for a Home for Aged, (Assisted Living) use within a Planned Development Single-Family-3 (PD-SF-3) zoning district located at 1107 East Ross Street (Property ID 272982) - Owner: Tammy & Robert Tanguma (ZDC-89-2025)**

Trenton Robertson, Senior Director of Planning, presented the Item and Ndorerwanayo Cesar requested approval. The applicant proposes a SUP for a Home for Aged, (Assisted Living) use within the Planned Development Single-Family-3 (PD-SF-3) zoning district located at 1107 East Ross Street. A Home for Aged land use requires a SUP to be approved by City Council per the City of Waxahachie Zoning Ordinance. Mr. Cesar, the owner of Light Dreams Healthcare, LLC, states that this use is a non-medically licensed Residential Care Home (Home for Aged, Assisted Living) that provides non-medical care services in a residential setting to elderly or disabled adults.

This business has been in operation for multiple years prior to the submission of this SUP application and it remains in operation at the time of this staff report. According to the applicant's

(lea)

Operational Plan, this Residential Care Home holds a maximum of 3 residents at a time, and provides 24/7 non-medical assistance and supervision to its residents. The owner employs only 1 caregiver that resides with the residents 24/7, and there is no rotation of caregivers at this particular location. Additionally, due to the services being non-medical in nature and the residents only requiring minimal assistance with daily living; a contracted nurse, additional medical staff, or medical equipment are not available onsite. Additionally, according to the applicant, a transportation van is not present nor stored onsite.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 10 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun, and a sign was visibly posted at the property. Staff has received three (3) letters in support and no letters of opposition for the SUP request.

Based on the details provided in this Staff Report and the present status of the documents associated with the request, the Planning Department recommends approval of the SUP, subject to the conditions listed below.

1. This SUP shall remain with the applicant for this specific location, only. If the applicant moves to another location or Light Dreams Healthcare, LLC closes, this SUP will be terminated immediately.
2. The applicant shall amend this SUP should they decide to increase the number of provided beds beyond three (3).
3. The applicant will obtain proper licensing and obtain all necessary permits as it pertains to providing residential assisted living care in accordance with state and local regulations.
4. This property owner shall obtain all necessary permits from the City of Waxahachie Building & Community Services Department prior to operating at the subject property.

Mayor Wallace opened the Public Hearing at approximately 8:02 p.m.

There being no others to speak for or against ZDC-89-2025, Mayor Wallace closed the Public Hearing at approximately 8:03 p.m.

**8. Consider proposed ordinance approving ZDC-89-2025**

**ORDINANCE NO. 3675**

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A HOME FOR AGED, (ASSISTED LIVING) USE WITHIN A PLANNED DEVELOPMENT SINGLE-FAMILY-3 (PD-SF-3) ZONING DISTRICT, LOCATED AT 1107 EAST ROSS ST BEING PROPERTY ID 272982, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 5, BLOCK A OF THE TREVINO HELMS ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Chris Wright moved to approve ZDC-89-2025, a Specific Use Permit (SUP) for a Home for Aged (Assisted Living) use, subject to the conditions of the staff report, authorizing the Mayor and/or*

(lea)

*Interim City Manager to execute all documents accordingly, and comply with all State and Local Ordinances. Motion was seconded by Travis Smith and carried unanimously (5-0).*

**9. Public Hearing on a request by Gilberto Escobedo, Jr., for a Specific Use Permit (SUP) for a Short-Term Rental use within a Single-Family-3 (SF-3) zoning district located at 104 Ryburn Street (Property ID 175937) – Owner(s): LGE Investment Homes, LLC (ZDC-101-2025)**

Mr. Robertson presented the Item. The applicant requests a SUP for short-term rental use at 104 Ryburn Street because it is located within the SF-3 zoning district. The subject property consists of a primary structure of approximately 1,412 square feet, with three (3) bedrooms and enough improved surface to accommodate parking for a maximum of three (3) vehicles. The subject property is situated on an approximately 0.11 acres (4,791 square feet) lot. The applicant has not been operating the subject property as a short-term rental; therefore, they have not been paying local hotel occupancy taxes. The Ellis County Appraisal District (ECAD) does not identify the subject property as a Homestead. The applicant submitted the SUP application on April 2, 2025.

During the planning analysis, staff inquired with the Waxahachie Police Department and discovered that there were no nuisance-related calls. The applicant's local emergency contact is located approximately eight (8) miles from the subject property.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 68 notices were mailed to property owners within 500 feet of the subject property as required in Section 3.27 of the City's Zoning Ordinance. In addition, a notice was published in the Waxahachie Sun, and a sign was visibly posted at the property. At the time of the publishing of the staff report, a total of (10) letters of support and two (2) opposition letters were received by staff.

Mayor Wallace opened the Public Hearing at approximately 8:05 p.m.

There being no others to speak for or against ZDC-101-2025, Mayor Wallace closed the Public Hearing at approximately 8:05 p.m.

**10. Consider proposed ordinance approving ZDC-101-2025**

**ORDINANCE NO. 3676**

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO ALLOW A SHORT-TERM RENTAL USE WITHIN A SINGLE-FAMILY 3 (SF-3) ZONING DISTRICT LOCATED AT 104 RYBURN STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.11 ACRES KNOWN AS PROPERTY ID 175937, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Tres Atkins moved to approve ZDC-101-2025, a Specific Use Permit (SUP) for Short-Term Rental use, subject to the conditions of the staff report, authorizing the Mayor and/or Interim City Manager to execute all documents accordingly. Motion was seconded by Chris Wright and carried unanimously (5-0).*

(lea)

**11. Public Hearing on a request by Deanna Carter for a Zoning Change from a Future Development (FD) zoning district to a Rural Residential (RR) zoning district, located at 1183 Lone Elm Road (Property ID 180654) - Owner: Deanna Carter (ZDC-104-2025)**

Mr. Robertson presented the Item. Multiple existing developed properties adjacent to the subject property have ROW frontage ranging between 120' to 150'. The subject property and adjacent properties on Lone Elm Road were originally developed prior to annexation by the City of Waxahachie, meaning that the requirements of the FD zoning district were not applicable at the time of development. The aforementioned adjacent properties also range in size between 0.59 acres and approximately 1.25 acres.

The RR zoning district proposed by the applicant requires a minimum lot size of 2 acres which is larger than a majority of existing developed properties along Lone Elm Road. Based on the subject property's 401' of frontage along Lone Elm Road, the applicant could subdivide the property into a maximum of two (2) lots, if this zoning change request is approved.

The proposed zoning change is compatible with existing developed properties immediately adjacent to the subject property. Furthermore, the zoning change request will result in a development pattern consistent with the recommendation of the 2023 Comprehensive Plan for the area. With this in mind, staff is supportive of the zoning change request.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 17 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property. Staff has received zero (0) letters of support and one (1) letter of opposition to the zoning change request.

Mayor Wallace opened the Public Hearing at approximately 8:10 p.m.

There being no others to speak for or against ZDC-104-2025, Mayor Wallace closed the Public Hearing at approximately 8:10 p.m.

**12. Consider proposed ordinance approving ZDC-104-2025**

**ORDINANCE NO. 3677**

**AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM FUTURE DEVELOPMENT (FD) TO RURAL RESIDENTIAL (RR) LOCATED AT 1183 LONE ELM ROAD IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 10.183 ACRES KNOWN AS PROPERTY ID 180654, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Chris Wright moved to approve ZDC-104-2025, a Zoning Change at 1183 Lone Elm Road from Future Development (FD) to Rural Residential (RR), authorizing the Mayor and/or Interim City*

(6a)

*Manager to sign the associated documents accordingly. Motion was seconded by Travis Smith and carried unanimously (5-0).*

- 13. Public Hearing on a request by Lexi Cassels, Kimley-Horn, for a Zoning Change from a Commercial (C) zoning district to Planned Development-Multi-Family-2 and Planned Development-Commercial (PD-MF-2 & PD-C) zoning district, for a mixed-use development, located directly east of 2050 Conquest Boulevard, (Property ID 191630 & 191636) - Owner: B&T Realty Services Inc (ZDC-91-2024)**

Mr. Robertson announced the applicant requested to continue the Public Hearing to the October 20, 2025 City Council meeting to allow the developer additional time to analyze the final construction costs of the development.

**Action:**

*Tres Atkins moved to continue the Public Hearing for ZDC-91-2025 to the October 20, 2025 City Council meeting. Motion was seconded by Chris Wright and carried unanimously (5-0).*

- 14. Consider proposed ordinance approving ZDC-91-2024**

No action taken.

- 15. Consider Development Agreement for ZDC-91-2024**

No action taken.

- 16. Public Hearing on a request by Quinn Foster, Manhard Consulting, for a Zoning Change from a Single-Family-1 (SF-1) zoning district to Planned Development – General Retail (PD-GR) zoning district located directly north of 2400 North US Highway 77 (Property ID 189302) – Owner(s): Snow Peach Legacy Family Holding Spendthrift Trust (ZDC-75-2025)**

Mr. Robertson presented the Item. On July 15, 2025, the applicant requested to continue the application from July 15, 2025 Planning and Zoning Commission meeting to the August 12, 2025 Planning and Zoning Commission Meeting to refine their proposal and address citizen concerns. At the Planning and Zoning Commission meeting on July 15, 2025, the Commission voted 5-0 to continue the case to August 12, 2025 Planning and Zoning Commission meeting.

The applicant held a neighborhood meeting on July 24, 2025 to introduce the proposal to community members and solicit feedback on the development. Following this meeting, the applicant has begun working to address concerns with screening and setbacks from the proposed Cardinal Road extension.

On August 4, 2025, the applicant requested to continue the application from the August 12, 2025 Planning and Zoning meeting to the September 8, 2025 Planning and Zoning Meeting to address citizen concerns that were mentioned at the neighborhood meeting. At the Planning and Zoning Commission meeting on August 12, 2025, the Commission voted 6-0 to continue the case to September 8, 2025 Planning and Zoning Commission meeting.

(lea)

The applicant proposes a Planned Development – General Retail (PD-GR) zoning district to allow for development of a Sam’s Club on approximately 29.85 acres located directly north of 2400 North US Highway 77. The subject property is currently located within the Single-Family-1 (SF-1) zoning district. The proposed use of “Retail Stores & Shops” is not permitted within the current SF-1 zoning district; therefore, the applicant is proposing a zoning change to PD-GR. The applicant proposes to establish specific development standards that are appropriate for Sam’s Club and the surrounding area.

The Planned Development is proposed to include Sam’s Club as the primary use, along with a Fuel Station, a Propane Refill Station, Tire Center, Pick-Up area, and an Outdoor Display area as accessory uses. Sam’s Club is a membership-only retailer that offers groceries, apparel, appliances, and household goods along with tire, propane, and fuel services at each location. Typical operating hours for Sam’s Club are Monday through Saturday from 8:00am to 8:00pm, and Sunday from 10:00am to 6:00pm. The applicant anticipates up to 210 individuals to be employed by the proposed Sam’s Club.

In addition to the primary retail land use of Sam’s Club, the applicant proposes development standards that allow for the following accessory uses on the subject property. It is important to note that the following uses are only permitted as accessories, meaning they are not permitted to operate as stand-alone land uses without affiliation with Sam’s Club.

- Gasoline Sales as an accessory use to the Retail Store [Sam’s Club]
- Outside Storage, limited to a tire trailer adjacent to the Tire Center area and screened accordingly, as shown on the Detailed Site Plan, as an accessory use to the Retail Store [Sam’s Club]
- Propane Refill Station, as an accessory use to the Retail Store [Sam’s Club]
- Tire Installation or Repair as an accessory use to the Retail Store [Sam’s Club]

The applicant has provided a Detailed Site Plan for the subject property, which is designed around an approximately 166,000 square-foot structure that will house Sam’s Club. The Detailed Site Plan also includes a detached, self-service fuel center with twelve (12) dual-sided fuel pumps, Tire and Battery Center, and a self-service propane tank exchange. The development is proposed to be situated on a single lot. The primary 165,970 square foot structure will house the Tire & Battery Center in the northwest corner of the building. An online pick-up area has also been designated on the southeastern side of the primary building.

The proposed Site Plan includes a total of 845 parking spaces, which exceeds the minimum requirement of 830 parking spaces. The site is designed to adhere to the minimum setback requirements of the General Retail (GR) zoning district. However, it is important to note that the primary building is situated approximately 648’ from the nearest adjacent single-family residential lot in the Arbors at Willow Grove neighborhood located southeast of the subject property. The product loading area and trash compactor for the site are situated at the northeast corner of the primary building, which is setback approximately 900’ from the nearest adjacent single-family residential lot. The trash compactor and product loading area are proposed to be screened.

The subject property is proposed to have a total of four (4) points of access. Three (3) access points are proposed along future Cardinal Road and one (1) access point is proposed along Grove Creek

(lea)

Road, as shown on the Detailed Site Plan. Notably, the Development Standards require all delivery truck traffic to leave the property using the Grove Creek Road exit. This development standard was added to reduce the potential for conflicts between truck and commuter vehicle traffic at the primary access points along Cardinal Road.

Cardinal Road is identified as a 100' minor arterial (4-Lane) on the 2023 Waxahachie Thoroughfare Plan. The applicant proposes to construct four (4) lanes of Cardinal Road beginning at the existing intersection of Cardinal Road and Highway 77 and extending to their eastern property line.

The City will continue the construction of four (4) lanes of Cardinal Road with dedicated landscaped medians from the developer's eastern property line to Vista Way. The majority of Grove Creek Road will remain in its existing form, parallel to the proposed Cardinal Road. The right-of-way dedication for Grove Creek Road will be provided as necessary to facilitate improvements required with the civil construction permit. The Thoroughfare Plan ultimately identifies Cardinal Road extending west to connect to Interstate 35E and the Lofland Bridge. The City is in the early stages of the planning process for the Cardinal Road extension to Interstate 35E.

The applicant has submitted a Traffic Impact Analysis (TIA) with this PD Application. The TIA evaluated the expected traffic demands of the proposed development and recommended several off-site improvements to mitigate traffic concerns for the property. The TIA is actively under review by City staff and is required to be approved prior to the development of the site. To mitigate turning conflicts at the intersection of Highway 77 and Grove Creek Road, the City has requested that the developer install a "pork chop" median at the intersection. The "pork chop" median will result in a right-out only condition for vehicles exiting the site via Grove Creek Road, meaning that vehicles will only be able to exit northbound on Highway 77. This will eliminate the current condition allowing vehicles to turn southbound across traffic onto Highway 77 from Grove Creek road. The developer has committed to installing the off-site improvements recommended by the TIA. The Detailed Site Plan reflects the design for on-site drive-aisles and Cardinal Road. Final design of remaining off-site improvements will be provided with a future Civil Construction Permit and will require TxDOT approval in addition to City approval.

Since the previous Planning & Zoning Commission meeting, the applicant is in coordination with City staff regarding the alignment of Cardinal Road extension from the subject property to Vista Way.

The applicant has provided a Landscape Plan that identifies the proposed landscaping for the site. The proposed landscaping does meet the minimum requirements of the Waxahachie Zoning Ordinance. Notably, the applicant has clustered required landscaping along the eastern property line to provide a significant buffer between the Sam's Club store and the adjacent single-family zoned property. The proposed landscape plan is designed to address neighbor's concerns by enhancing the buffer between the proposed Cardinal Road extension and existing residences to the south.

Additionally, the applicant is proposing to install a portion of the required canopy trees for the development in a landscape buffer along the southern side of the Cardinal Road extension. The landscape buffer south of the Cardinal Road extension ranges between approximately 100' and

(lea)

300' in width. This large landscape buffer is intended to mitigate the impact of the Cardinal Road extension on the existing residential homes to the south of the subject property. At the closest point to the southern property line, the edge of Cardinal Road is approximately 105' from the adjacent residential property.

The Waxahachie Zoning Ordinance typically requires non-residential development adjacent to single-family zoning districts to install a 6' masonry screening wall along the shared property line; but does allow for equivalent alternative screening methods. To screen the adjacent SF-1 zoning district to the east, the applicant proposes to heavily cluster canopy and understory trees along the eastern property line. The proposed design results in a variable width landscape buffer along the eastern property line that ranges from approximately 115' in width at the narrowest point to approximately 280' at its widest point. It is important to note that portions of this landscape buffer include a 100' overhead electric easement and a proposed detention pond. Staff is supportive of this alternative screening proposal due to the large size of the landscape buffer and the degree of landscaping proposed within the buffer.

The applicant has provided an Elevation/Façade Plan for all structures proposed with this development. The wholesale club structure is proposed to feature concrete masonry units (CMUs) and stucco as the primary exterior construction materials. All exterior construction materials are proposed to be painted with the standard Sam's Club palette which features a combination of complimentary gray and blue color scheme. The primary structure meets the typical articulation requirements of the Waxahachie Zoning Ordinance. Enhanced articulation is proposed at several key locations that are accessible to customers. All roof-mounted equipment is fully screened from view by the proposed building articulation. The fuel station canopy utilizes the same color scheme as the primary structure. Exhibit B can be referenced for additional detail regarding the proposed elevations.

The applicant has proposed a dedicated Signage Plan with this PD application that includes wall signage and a monument sign. The proposed monument sign is a total 252 square feet and exceeds to the typical height and size requirements of the Waxahachie Zoning Ordinance. The monument sign is proposed to feature dual gas pricers for the fuel station and Sam's Club typical logo. The proposed wall signs for the development exceed the total maximum square footage allowed by the Waxahachie Zoning Ordinance, but are consistent with recently approved signage for the Tom Thumb and BJ's Wholesale Club to the south. Due to this, staff is supportive of the proposed signage for the site.

The applicant has provided a Photometric Plan with this Planned Development application to demonstrate compliance with the Waxahachie Zoning Ordinance. The Photometric Plan does adhere to the requirements of the Waxahachie Lighting and Glare standards. Staff has verified that all wall-mounted and pole-mounted light fixtures are designed to be directed downward towards the site and will be equipped with shields to further mitigate light trespass on adjacent properties.

The applicant has designed the Site Plan for the property to include two dedicated detention areas. The design of the detention areas will be fully reviewed and approved with a future Civil Construction Permit to ensure they fully mitigate additional runoff created by the development. The applicant is required to extend public water and sanitary sewer lines across the subject property. The applicant has accounted for these extensions on the proposed Site Plan. Utility

(lea)

improvements are also required to be fully reviewed and approved with a future Civil Construction Permit.

The applicant proposes to develop the subject property as a single lot and in a single phase. Once development commences, the applicant anticipates construction to be completed between 8 and 18-months.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 48 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in The Waxahachie Sun and a sign was visibly posted at the property. Staff has received six (6) letters of support and ten (10) letters of opposition for the PD request. In addition to the letters received, staff received a petition with forty-seven (47) signatures in opposition of this application request, outside of the 200-foot buffer.

Ivan Jaime, Sam's Club representative, requested approval and provided a brief overview of the proposed development and Sam's Club. It was confirmed by Sam's Club representatives that all stores close at 8:00 p.m. daily, product delivery to the store will be between 9:00 p.m. and 6:00 a.m., and that the rear of the property will remain single-family zoning. He explained Sam's Club has attempted to address the main concerns from the Planning and Zoning Commission including traffic noise and operational noise.

Matt Smith, the civil engineer for the project, explained that a 24-hour noise study at multiple locations around the proposed site showed no significant increase in sound levels. Existing noise, primarily from Highway 77, ranged between 40 and 60 decibels. With planned sound mitigation—specifically a sound-reducing wall around refrigeration units—the largest projected noise increase at nearby properties is about three decibels, a level generally undetectable to the human ear. In some cases, noise levels may actually decrease due to added vegetation. Concerns about truck backup alarms were addressed, noting their sound levels (76–91 dB) are comparable to other onsite equipment, and the duration of the noise is brief.

Mayor Wallace opened the Public Hearing at approximately 8:20 p.m.

Those who spoke in support:

Kevin Strength, Waxahachie Chamber of Commerce, 334 Hunter Pass, Waxahachie, Texas  
Jim Phillips, 606 W. Marvin, Waxahachie, Texas

Those who spoke in opposition:

Kathleen Bowen, 527 W. Jefferson, Waxahachie, Texas  
Rodney Hooper, 110 Brookbend Drive, Waxahachie, Texas  
Jennifer Chelwick, 2222 Abela Drive, Waxahachie, Texas

There being no others to speak for or against ZDC-75-2025, Mayor Wallace closed the Public Hearing at approximately 8:51 p.m.

#### **17. Consider proposed ordinance approving ZDC-75-2025**

Council Members continued discussion with Mr. Jaime. The discussion focused on construction access and traffic concerns related to the project. The main point of entry will be a new portion of

(lea)

Cardinal Road built south of the property, minimizing heavy truck traffic on Grove Creek Road. While some construction trucks might use Grove Creek Road, the goal is to avoid that and direct traffic toward Highway 77. Existing mature trees near the water treatment plant will remain untouched, with possible tree replacements as needed. A traffic safety concern was raised about Grove Creek Road and a proposal for a traffic circle at a bend on Grove Creek Road was met with opposition because it wouldn't provide a direct route to a stoplight and would impact neighborhoods with new houses. It was clarified that although new homes are being built near Grove Creek Road, easements exist for potential future road expansion, allowing for eventual connectivity improvements.

Council Member Smith expressed concerns about safety and traffic, hoping to eliminate or restrict truck traffic on the Grove Creek section near the property to protect residents. He suggested limiting truck access to a right turn only and wanted safer access for residents to Highway 77 via an improved road, possibly built by Sam's Club or through joint efforts. He also raised issues about debris and light pollution from loading docks, emphasizing that trees won't stop trash from blowing into neighborhoods and that a physical barrier is needed to reduce noise, light, and debris impacts.

Mr. Jaime acknowledged noise concerns, explaining that noise levels would be low at the homes due to distance and vegetation, but agreed on the need for a barrier near the refrigeration units to reduce noise and catch debris. The developer emphasized ongoing cooperation with the City on traffic and infrastructure improvements and expressed a commitment to addressing these concerns in future planning. Council Member Smith requested to finalize the development agreement tonight but stresses the importance of including clear guarantees, especially for things like a noise/light/debris barrier wall. Mr. Jaime noted his preference to work out the exact design and location with City staff based on sound engineering and data, rather than having overly prescriptive mandates upfront.

In discussion regarding Grove Creek Road, it was acknowledged that it effectively becomes a private road mainly for Sam's Club truck traffic, cutting off residents' access. City Council suggested to improve and connect the road to Cardinal Road quickly—ideally upon construction—to provide safer access and lessen the impact on residents. However, the road improvement costs fall largely on the City and taxpayers, since Sam's Club is only giving the land but not funding the full road work. Council Member Smith expressed concern that the City bears the burden of building and maintaining a road primarily driven by truck traffic for this development. To address costs, proposals like sales tax abatements or cost-sharing (50/50 split) for road improvements were discussed, but there was little support from the developer. The City Council noted they are open to using economic development funds to help pay for infrastructure improvements, seeing it as an investment that supports a major business and potentially lowers taxes long-term.

In summary, the City Council wants clear commitments on barriers and road improvements, cost-sharing solutions for infrastructure, and quicker road connections to protect residents and accommodate traffic.

Residents from Grove Creek expressed concerned about losing their current access route due to the Sam's Club development.

(lea)

City officials and Council members acknowledged these concerns and emphasized the importance of citizen safety and proper planning. It was noted that impact fees collected in the area should cover most of the project costs without burdening residents with additional taxes.

The City and Sam's Club representatives expressed willingness to collaborate on design details, including the wall and access routes, but highlighted the need for formal engineering plans and traffic data before making final commitments.

Overall, the parties agree to continue working together, balancing the needs of the new development with safety and access for existing residents, but emphasize that more detailed plans and studies are needed before final decisions.

**ORDINANCE NO. 3678**

**AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM SINGLE FAMILY-1 (SF-1) TO PLANNED DEVELOPMENT – GENERAL RETAIL (PD-GR) LOCATED AT 2400 NORTH US HIGHWAY 77 IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 29.21 ACRES KNOWN AS PART OF ABSTRACT NO. 848 OF THE A. S. PRUETT SURVEY AND PART OF ABSTRACT NO. 1024 OF THE J. STARRETT SURVEY, PROPERTY ID: 189302, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

**Action:**

*Travis Smith moved to approve ZDC-75-2025, a zoning change request from a Single Family-1 zoning district to a Planned Development-General Retail zoning district, subject to the conditions of the staff report; authorize the Interim City Manager and/or Mayor to execute all necessary documents; and further, with the inclusion of a sound/partition wall along the loading dock area to be included in the detailed site plan attached to the zoning ordinance, the design and location of which shall be subject to the approval of the Senior Director of Planning and Zoning. Sam's Club further commits to discussions with City staff to improve connectivity between Grove Creek Road and Cardinal Road. Motion was seconded by Chris Wright and carried unanimously (5-0).*

**18. Consider Development Agreement for ZDC-75-2025**

**Action:**

*Tres Atkins moved to approve the Development Agreement for ZDC-75-2025. Motion was seconded by Chris Wright and carried unanimously (5-0).*

**19. Consider proposed resolution for Candidate Nominations for the Ellis Appraisal District Board of Directors for the Year 2026**

Interim City Manager Ricky Boyd explained staff did not receive additional nominations from City Council for the Ellis Appraisal District (ECAD) Board of Directors. He explained once all entity nominations are received by ECAD, Council will adopt a resolution allocating votes in December. City Council did not have a nomination to submit.

No action taken.

(lea)

**20. Consider vote for Texas Municipal League (TML) Region 13 Board of Directors Election**

City Secretary Amber Villarreal presented the Item. The Texas Municipal League (TML) has issued a corrected ballot for the Region 13 Board of Directors election, dated September 9, 2025, due to an earlier omission of a qualified applicant. Only ballots dated 9/9/2025 are valid and must be submitted by October 23, 2025. The elected board member will serve a two-year term from October 31, 2025, to October 15, 2027.

**Action:**

*Patrick Souter moved that the City of Waxahachie cast its vote for Stanley Jaglowski as the Region 13 Director on the TML Board of Directors. Motion was seconded by Tres Atkins and carried unanimously (5-0).*

**21. Convene into Executive Session to deliberate economic development incentives, as permitted by Texas Government Code Section 551.087; to deliberate the purchase, exchange, lease, or value of real property for municipal purposes, as permitted by Texas Government Code Section 551.072; to deliberate personnel matters, including the appointment, evaluation, duties or dismissal of any member of a City board or commission, and selection of a City Manager, all as permitted by Texas Government Code Section 551.074; and to consult with the City Attorney regarding legal issues related to the city manager transition, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto**

Mayor Wallace announced at 9:45 p.m. the City Council would convene into Executive Session deliberate economic development incentives, as permitted by Texas Government Code Section 551.087; to deliberate the purchase, exchange, lease, or value of real property for municipal purposes, as permitted by Texas Government Code Section 551.072; to deliberate personnel matters, including the appointment, evaluation, duties or dismissal of any member of a City board or commission, and selection of a City Manager, all as permitted by Texas Government Code Section 551.074; and to consult with the City Attorney regarding legal issues related to the city manager transition, as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto.

**22. Reconvene and take any necessary action**

The meeting reconvened at 11:11 p.m.

**Action:**

*Tres Atkins moved to authorize the City Attorney to commence any and all default and/or property reversion provisions pursuant to the development agreement for the property located at 216 North College Street. Motion was seconded by Travis Smith and carried unanimously (5-0).*

**Action:**

*Tres Atkins moved to approve the Chapter 380 Economic Development Agreement and incentive package with Holt Texas, LTD as presented in Executive Session and authorize the Interim City Manager execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).*

(lea)

**Action:**

*Patrick Souter moved to authorize the Interim City Manager to negotiate and purchase approximately 1.02 acres of land, approximately 0.54 acres of right-of-way, and approximately 0.17 of drainage and utility easement as presented in executive session for \$25,000 and authorize the Interim City Manager to execute all necessary documents for this transaction. Motion was seconded by Tres Atkins and carried unanimously (5-0).*

**Action:**

*Travis Smith moved to authorize the Interim City Manager to enter into a purchase agreement in the amount of \$2,750,000, plus any required closing costs, for the property and all improvements located at 820 Ferris Avenue, Waxahachie, Texas, and authorize the Interim City Manager to execute all documents necessary for the transaction. Motion was seconded by Patrick Souter and carried unanimously (5-0).*

**23. Comments by Mayor, City Council, City Attorney and City Management**

Missy Phillips expressed appreciation for being the October Honorary Council Member.

Council Member Chris Wright thanked everyone for their work on the Sam's Club project, acknowledging potential traffic concerns but emphasizing that development on the land was inevitable and that Sam's/Walmart has a strong track record as a city partner. He also briefly commented on the day's tensions, noting that much of the negativity circulating lacks firsthand knowledge and should be avoided.

Mayor Pro Tem Patrick Souter thanked Eric Kent for his service. Mayor Pro Tem Souter thanked community members for their engagement and support, especially regarding the Sam's Club development, highlighting its potential to bring jobs and increased sales tax revenue. He expressed optimism about the project's long-term benefits and hope recent tensions or disagreements at the meeting are only a minor bump in the road, emphasizing the importance of continued collaboration among Council members.

Deputy City Manager Albert Lawrence expressed appreciation for the City staff's hard work on the Sam's Club project, noting that the current outcome is a significant improvement from where it began. He commended Sam's Club for being a cooperative partner and acknowledged the effort that went into reaching this point.

Council Member Travis Smith echoed previous praise for staff and the Sam's Club project, emphasizing appreciation for the progress made and Sam's Club cooperation. Regarding the City's official newspaper, Council Member Smith supports the decision to ensure staff have multiple options to meet public notice requirements, preventing missed postings or meetings and expressed pride in the Waxahachie Daily Light's historical role. He noted the Sam's Club development will have positive economic benefits, such as keeping local sales tax dollars and supporting businesses that currently travel elsewhere for bulk goods.

Council Member Tres Atkins thanked Missy Phillips for serving as the October Honorary Council Member.

(la)

Interim City Manager Ricky Boyd expressed appreciation for City staff's hard work on the Sam's Club project, acknowledging the year-long effort and attention to detail it required. He also thanked City Attorney Terry Welch for his responsiveness and legal guidance, specifically noting his quick turnaround on a request made just hours before the meeting.

Mayor Billie Wallace expressed gratitude to Missy Phillips for her dedicated service to Waxahachie and to Eric Kent for his continued commitment to the community. Mayor Wallace commended the progress made on the Sam's Club project, highlighting how many resident concerns—especially around traffic—have been addressed. While acknowledging that growth brings challenges, particularly for long-time residents, Mayor Wallace emphasized the importance of adapting to change. She praised City staff, especially Interim City Manager Rick Boyd, for their responsiveness and hard work, noting that it feels like “a new day” in Waxahachie. Mayor Wallace stated that when something concerns the citizens, it becomes a priority for the Council and staff, and the City has shown consistent dedication to meeting those needs.

**24. Adjourn**

There being no further business, the meeting adjourned at 11:13 p.m.

Respectfully submitted,

Amber Villarreal  
City Secretary

City Council  
October 6, 2025

(leb)

A work session of the Mayor and City Council of the City of Waxahachie to be held at the Waxahachie Civic Center, 2000 Civic Center Lane, Ballroom 1, Waxahachie, Texas, on Monday, October 6, 2025 at 1:00 p.m.

The meeting was cancelled.

Respectfully submitted,

Amber Villarreal  
City Secretary



## Memorandum

To: Honorable Mayor and City Council  
From: Jason B. Watson, Senior Director of Building & Community Services  
Thru: Ricky Boyd, Interim City Manager *RB*  
Date: Oct 13, 2025  
Re: Consider Text Amendments to lift the prohibition on Copper-Clad Aluminum Wire

---

**Recommended Motion:** "I move to revise Chapter 8 of the Code of Ordinances, Building Sections 8-30 and 8-31 to lift the prohibition on Copper-Clad Aluminum Wire."

**Item Description:** Consider approving a text amendment to lift the prohibition on Copper-Clad Aluminum Wire in residential construction. The use of this material has been disallowed by our local amendments with the adoption of the Electrical Code. The National Electrical Code (NEC) and International Code Council (ICC) have updated their codes to allow this material as practically safe.

**Item Summary:** The City of Waxahachie has received a request to use Copper-Clad Aluminum Wire in permitted residential work. Texas Government Code § 3000.002 prohibits governmental entities from adopting rules or building codes that ban or limit building products or methods that are approved by a national model code, i.e., NEC, ICC. A practical safeguard will be to require homes using this product to clearly label the home's electrical panel and external disconnect. This labeling will state that Copper-Clad Aluminum wiring has been installed. Copper clad wiring has more restrictions on installations compared to copper wiring and is almost indistinguishable from copper wiring under simple visual inspection, thus this labeling will provide clarity.

**Fiscal Impact:** The proposed code revision will not have any direct financial impact on the permitting process. Impacts on review and field inspection times are to be determined.

(lc)

**CITY OF WAXAHACHIE, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING SECTION 8-30, "ALUMINUM WIRE CONDUCTORS RESTRICTED," AND SECTION 8-31, "WIRE SIZE," OF CHAPTER 8, "BUILDING," OF THE CODE OF ORDINANCES OF THE CITY OF WAXAHACHIE, TEXAS, BY ALLOWING COPPER CLAD ALUMINUM WIRE TO BE UTILIZED; MAKING FINDINGS; PROVIDING CUMULATIVE/REPEALER CLAUSES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; DECLARING AN EMERGENCY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Waxahachie, Texas ("City"), is a home-rule municipality under the laws of the State of Texas and is duly incorporated; and

**WHEREAS**, the State of Texas has preempted municipalities from restricting certain building materials, products, or methods approved by a national model code; and

**WHEREAS**, copper-clad aluminum conductors are recognized in the National Electrical Code as an acceptable conductor material; and

**WHEREAS**, in order to remain compliant with state law, the City adopts the removal of the copper-clad aluminum conductors prohibition as part of its local amendments to the National Electrical Code;

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

**SECTION 1**

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2**

From and after the effective date of this Ordinance, existing Section 8-30, "Aluminum Wire Conductors Restricted," and Section 8-31, "Wire Size," of Chapter 8, "Building," of the Code of Ordinances of the City of Waxahachie, Texas, are hereby amended to read as follows:

**"Sec. 8-30. Aluminum wire conductors restricted.**

Aluminum conductors are required to be sized two hundred fifty (250) Kcmil and larger, and may be used as service entry conductors and feeders only. Aluminum wiring is prohibited in R-3 occupancy construction (single-family dwellings).

(lec)

**Sec. 8-31. CCA Placard.**

Installations that have copper-clad aluminum (CCA) conductors installed shall have a placard being no less than four (4) inches by six (6) inches in size, and permanently affixed, bearing the following clearly marked at the panelboard and external disconnect (where present):

**NOTICE: COPPER-CLAD ALUMINUM (CCA) CONDUCTORS PRESENT**

- This electrical installation contains copper-clad aluminum conductors.
- All maintenance, alterations, or connections shall comply with NEC and manufacturer requirements.
- Use only devices, connectors, and terminations rated for copper-clad aluminum.

Prevent contact between copper-clad aluminum and dissimilar metals unless using an approved fitting.”

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

Any person, firm or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished by fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day such violation shall continue shall constitute a separate offense.

**SECTION 6**

A public emergency is found to exist which affects the health, safety, property or the general welfare, in that standards and regulations for the use and development of property must be brought into conformity with state law and therefore, this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and City Charter in such cases provide.

(lc)

**DULY PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, ON THIS 20TH DAY OF OCTOBER, 2025.**

---

Billie Wallace, Mayor

**ATTEST:**

---

Amber Villarreal, City Secretary



## Memorandum

To: Honorable Mayor and City Council  
From: Joe Wiser, Chief of Police  
Thru: Ricky Boyd, Interim City Manager *RB*  
Date: October 07, 2025  
Re: Consider Contract for Purchase of 8 Patrol Vehicles

---

**Motion:** "I move to award a contract with Grapevine Dodge Chrysler Jeep for three (3) new patrol vehicles and five (5) replacement patrol vehicles and authorize the Interim City Manager to execute all necessary documents."

**Item Description:** Consider awarding contract to Grapevine Dodge Chrysler Jeep to purchase eight (8) Dodge Durango patrol vehicles. The 8 vehicles are comprised of three (3) new patrol vehicles which will be used by six (6) new officers, and five (5) replacement patrol vehicles for the existing department fleet. The contract is a one-year contract. The total contract cost is \$378,720.00 payable upon delivery of vehicles.

**Item Summary:** This contract includes the purchase price of eight patrol vehicles required and used in the daily operation of police department.

**Fiscal Impact:** Expenditures for this contract for 3 new and 5 replacement police vehicles have been approved for the department's FY2026 operating budget.



## Memorandum

To: Honorable Mayor and City Council  
From: Justin Stoker, P.E., CFM, Sr Director of Public Works and Engineering  
Thru: Ricky Boyd, Interim City Manager *RB*  
Date: October 20, 2025  
Re: Consider 2022 Water and Sanitary Sewer Replacement Project Change Order - Amphitheater Parking Lot

---

**Recommended Motion:** "I move to approve the change order to the 2022 Water and Sanitary Sewer Replacement Project with Day Services, LLC, for the replacement of an 18-inch sewer main at the Amphitheater Parking Lot in the amount of \$151,352, to be funded from the FY2023 CO Park Bond, and authorize the Interim City Manager to execute all necessary documents."

**Item Description:** Consider approval of the change order to the 2022 Water and Sanitary Sewer Replacement Project with Day Services, LLC, for the replacement of an 18-inch sewer main at the Amphitheater Parking Lot.

**Item Summary:** City staff recommends replacing an 18-inch sewer main at the new Amphitheater Parking Lot site. It is proposed to replace and relocate approximately 462 linear feet of 78-year old clay pipe, due to conflicts with the proposed parking lot storm drainage system and shade structure foundations. City staff recommends replacing the sewer line before the concrete parking lot is installed over it.

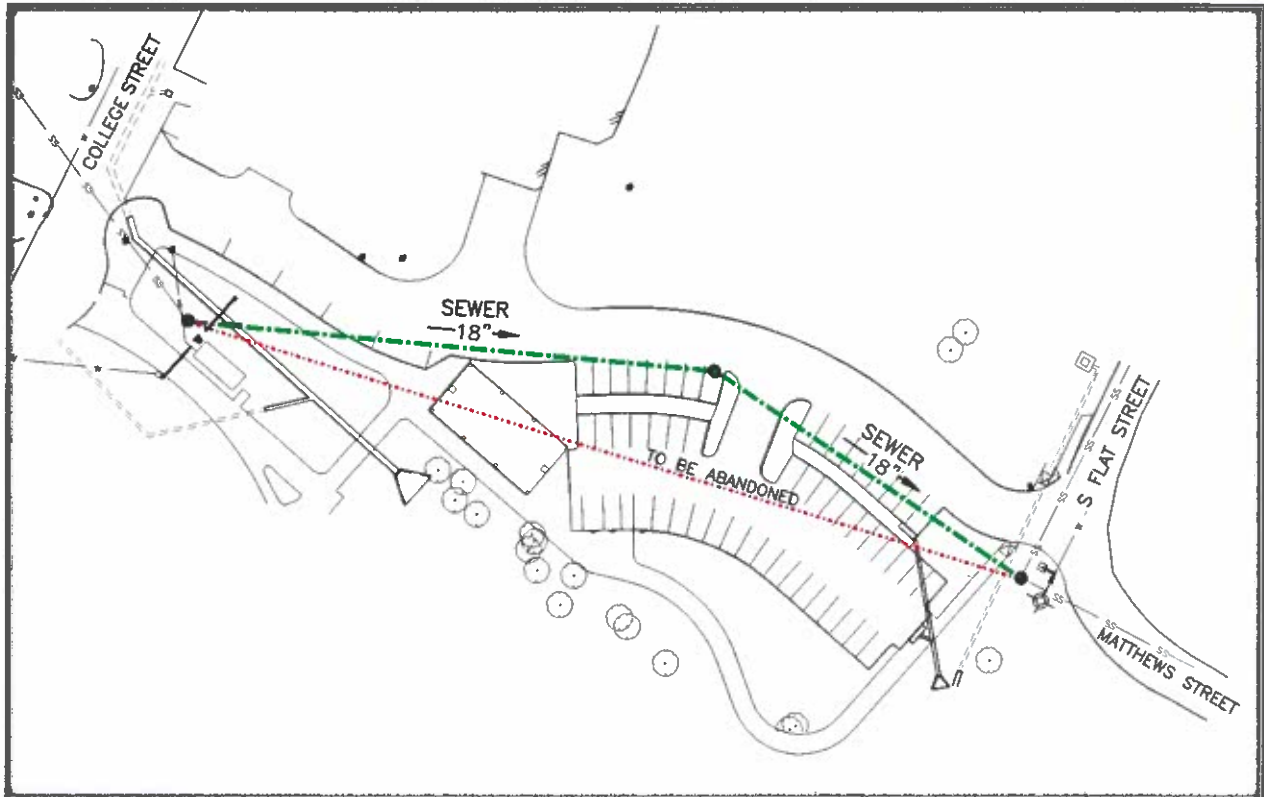
Adding the sewer relocation to the ongoing 2022 Water and Sanitary Sewer Replacement Project is a cost-effective alternative to bidding it with the parking lot project.

(see)

Work will begin after October 25, 2025, following the scheduled festival, which utilizes the Amphitheater Parking Lot property.

**Fiscal Impact:** The 2022 Water and Sanitary Sewer Replacement Project was approved by Council in September 2024 with a construction budget of \$3,403,313. In December 2024, Change Order No. 1 in the amount of \$146,374 was approved, increasing the budget to \$3,549,687.

This proposed Change Order - Amphitheater Parking Lot with Day Services, LLC for \$151,352 will be funded through the FY2023 CO Park Bond, bringing the revised total construction budget for the 2022 Water and Sanitary Sewer Replacement Project to \$3,701,039.



(uf)



## Memorandum

To: Honorable Mayor and City Council  
From: Justin Stoker, P.E., CFM, Director of Public Works and Engineering  
Thru: Ricky Boyd, Interim City Manager *RB*  
Date: October 20, 2025  
Re: Consider Construction Contract with HD Cook's Rock Solid, LLC for Asphalt Reconstruction: Grace, W Parks, Textile & Marshall Project

---

**Recommended Motion:** "I move to approve a construction contract with HD Cook's Rock Solid, LLC for the Asphalt Street Reconstruction Project in the amount of \$922,025 and authorize the Interim City Manager to execute all necessary documents."

**Item Description:** Consider the award of a construction contract to HD Cook's Rock Solid, LLC for the Asphalt Street Reconstruction Project for the asphalt reconstruction of Grace Street, W Parks Avenue, Marshall Street, and Textile Street.

**Item Summary:** The project consists of the asphalt reconstruction for multiple streets, including the scarification, flex base stabilization, compaction of the pavement subgrade, and repaving the asphalt driving surface. It also includes some curb repair to improve drainage.

The project consists of the following street limits:

- Grace Street from McMillan Street to W Parks Avenue
- W Parks Avenue from N Gibson Street to Ferris Avenue
- Marshall Street from Frontier Drive to Patrick Road
- Textile Street from Water Street to Main Street

(uf)

The project was delayed because city staff was waiting for the water and sewer project along Grace St and Parks Ave to be completed before bidding the pavement improvements.

There were eight (8) bidders for this project and HD Cook's Rock Solid, LLC was selected as the lowest responsible bidder with a base bid of \$922,025.

**Fiscal Impact:** The contract with HD Cook's Rock Solid, LLC for the Asphalt Street Reconstruction Project is \$922,025. This is a FY25 approved budgeted project and on October 1, 2025, the funding was moved to the Streets Capital Project Fund so the funds for the project can be used in FY26.

(uf)

# Asphalt Rehabilitation Streets

## West Parks Ave & Grace Street



## Marshall Road



(4f)

# Asphalt Rehabilitation Streets

## Textile Street





## Memorandum

To: Honorable Mayor and City Council

From: Kumar Gali, PE, Senior Director of Utilities

Thru: Ricky Boyd, Interim City Manager *RB*

Date: October 20, 2025

Re: Consider Contract for Purchase of Backhoe and Skid Steer in the Amount of \$257,685

---

**Motion:** "I move to award a contract with RDO Equipment Co. for the purchase of a replacement backhoe and a skid steer with mulcher attachment, in the amount of \$257,685 and authorize the Interim City Manager to execute all necessary documents."

**Item Description:** Consider contract with RDO Equipment Co. for the purchase of a backhoe and skid steer.

**Item Summary:** The 2015 New Holland backhoe currently in use has reached the end of its service life and is experiencing frequent electrical and hydraulic failures, check engine light malfunctions, and mechanical issues. Service delays have further impacted equipment availability. Industry standards recommend replacement of this type of equipment every 8–10 years.

The addition of the skid steer and mulcher attachment will significantly enhance operational efficiency. Unlike the current method of knocking down vegetation and hauling debris, the mulcher allows vegetation to be processed in place, creating a longer-lasting natural barrier that reduces regrowth.

Staff recommends contract with RDO Equipment Co. for the purchase a 2026 John Deere backhoe at a cost of \$134,444 and a 2026 John Deere skid steer with mulcher attachment at a cost of \$123,241, for a total contract of \$257,685.

**Fiscal Impact:** This contract with RDO Equipment Co. in the amount of \$257,685, is an approved service enhancement in the approved FY 2026 water fund operations and maintenance. (leg)

(uh)



## Memorandum

To: Honorable Mayor and City Council

From: Scott Safford, Interim Fire Chief

Thru: Ricky Boyd, Interim City Manager *RB*

Date: 10/20/2025

Re: Request to Approve Contract for Fire Blocker 2 Apparatus

---

**Recommended Motion:** Consent Agenda, no motion necessary.

**Item Description:** Request City Council approval to enter into HGAC Contract #HT 06-20 with Bruckner's Truck & Equipment in the amount of \$217,296.58 for the purchase of a new 2027 Mack MD6 with Attenuator body, designated as Fire Blocker 2.

**Item Summary:** As traffic volumes continue to increase throughout the City and surrounding highways, Waxahachie Fire-Rescue frequently responds to incidents on high-speed roadways. These environments pose a significant risk to first responders operating in or near moving traffic. A blocker truck provides a physical barrier between emergency personnel and oncoming vehicles, greatly enhancing scene safety and reducing the risk of secondary collisions.

**Fiscal Impact:** Funding for this purchase has been allocated in the Fire Department's FY26 budget.

(li)



## Memorandum

To: Honorable Mayor and City Council  
From: James Villarreal, Director Sports Complex  
Thru: Ricky Boyd, Interim City Manager *RB*  
Date: October 20, 2025  
Re: Consider Musco Lighting Contract for Sports Complex LED Light Project PH II

---

**Motion:** "I move to award a Buy Board Contract 779-25 with MUSCO Sports Lighting, LLC at the Sports Complex in the amount of \$678,811.00 and authorize the Interim City Manager to execute all necessary documents".

**Item Description:** Request City Council approval to enter into a Buy Board Contract 779-25 with MUSCO Sports Lighting, LLC in the amount of \$678,811.00 for the purchase and installation of the LED Sports-Cluster Show Light Project PH II.

**Item Summary:** Waxahachie Sports Complex staff recommends continuing to replace outdated incandescent sports lighting with the new LED Sports-Cluster Show Light System. This system features 50% less spill and glare light, guaranteeing constant light levels of 50-foot candles in the infield and 30-foot candles in the outfield. MUSCO's Constant-25 warranty and maintenance program eliminates 100% of maintenance costs for 25 years, including labor and materials. Due to the custom lighting package, the lead time for production and delivery is 10-12 weeks. The week of February 9, 2026, has been allocated for the installation of this project.

**Fiscal Impact:** Funding for this project has been approved and allocated in the 2025–2026 fiscal year budget. The contract is within the approved budget.

2024-2025  
YEAR IN REVIEW

# Nicholas P. Sims Library & Lyceum

(7)





# Highlights



## AN EXCELLENT YEAR

- We turned 120!!!!
- Patrons saved \$8,196,041.59 from checking out physical items at Sims Library
- WiFi usage was up 85%
- Purchased a new streaming database - Kanopy
- Program attendance increased 37%
- Won a \$43,980.00 grant from the Texas State Library & Archives Commission
- Raised \$34,285.96 in donations/grants
- Elias presented at the American Library Association's Annual Conference

[WWW.SIMSLIB.ORG](http://WWW.SIMSLIB.ORG)



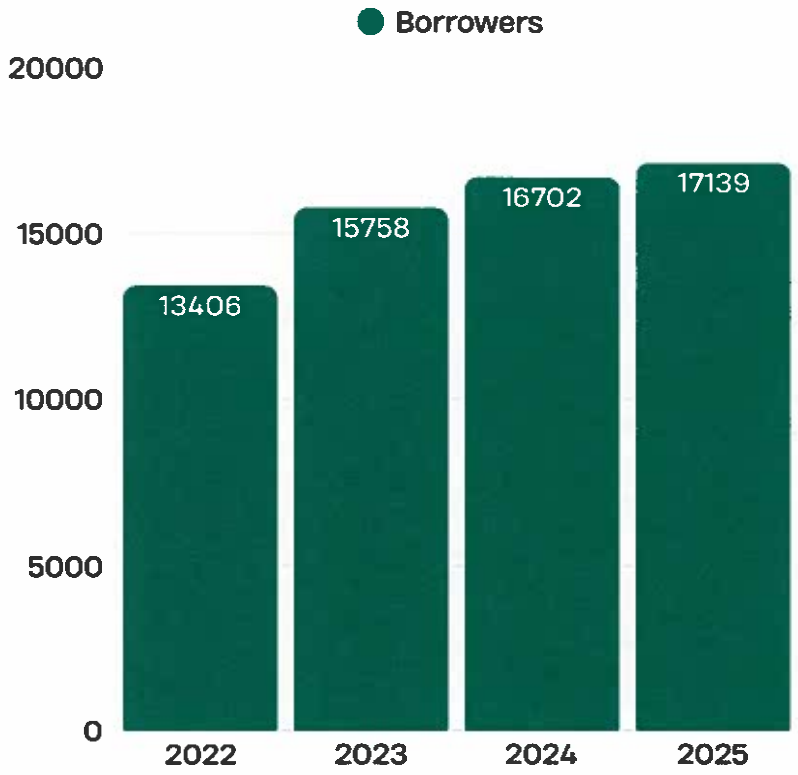
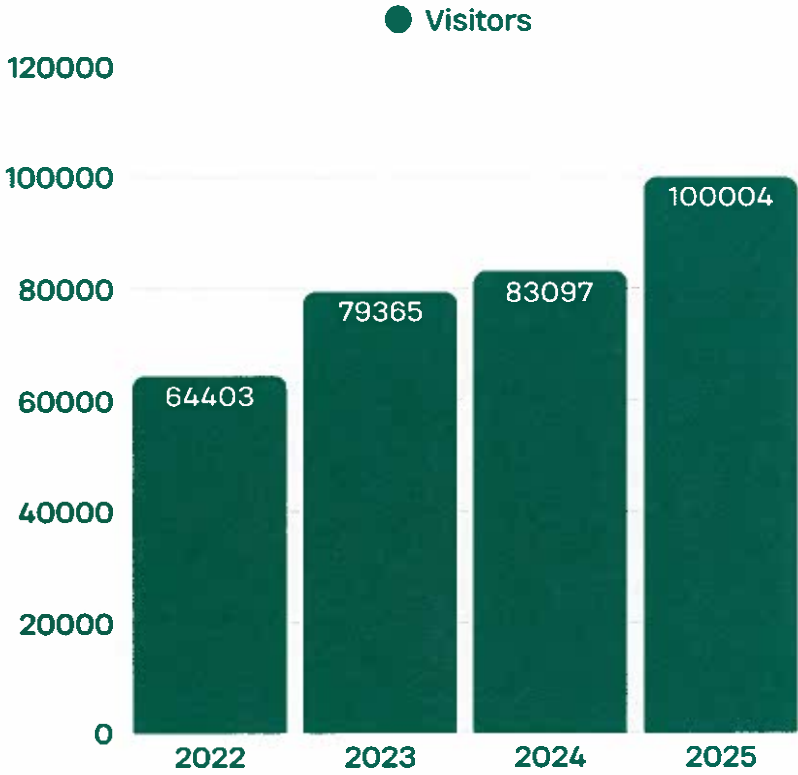


## So Much to Celebrate

- Received a book vending machine from Atmos Energy
- 97th Annual Chamber Awards
  - Sims Library was nominated for Non-Profit of the Year
  - Elias was nominated for Young Professional of the Year
  - Sarah Lucero was nominated for the Leadership Award
  - Jen Graf was nominated and won the Leadership Award
- Elias Carreon graduated with his MLIS from Syracuse University

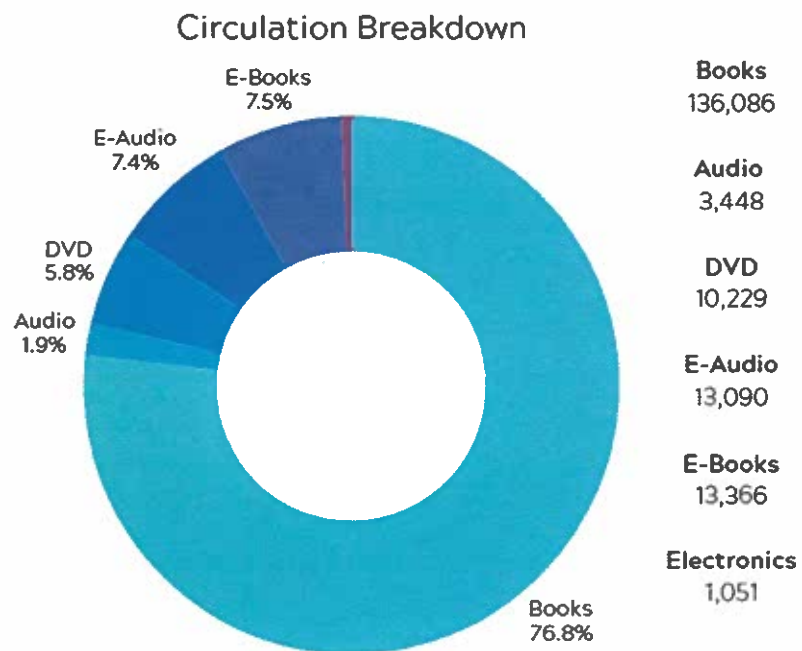
WWW.SIMSLIB.ORG

# Foot Traffic and Library Use



(7)

# Circulation & Borrowing Trends



- Circulated 177,270 items
- Total Circulation down by 2% (3578 items)
- Residents saved \$6,085,568.28 (30% increase)
- Out-of-City saved \$2,110,473.31 (46.7% decrease)

(7)

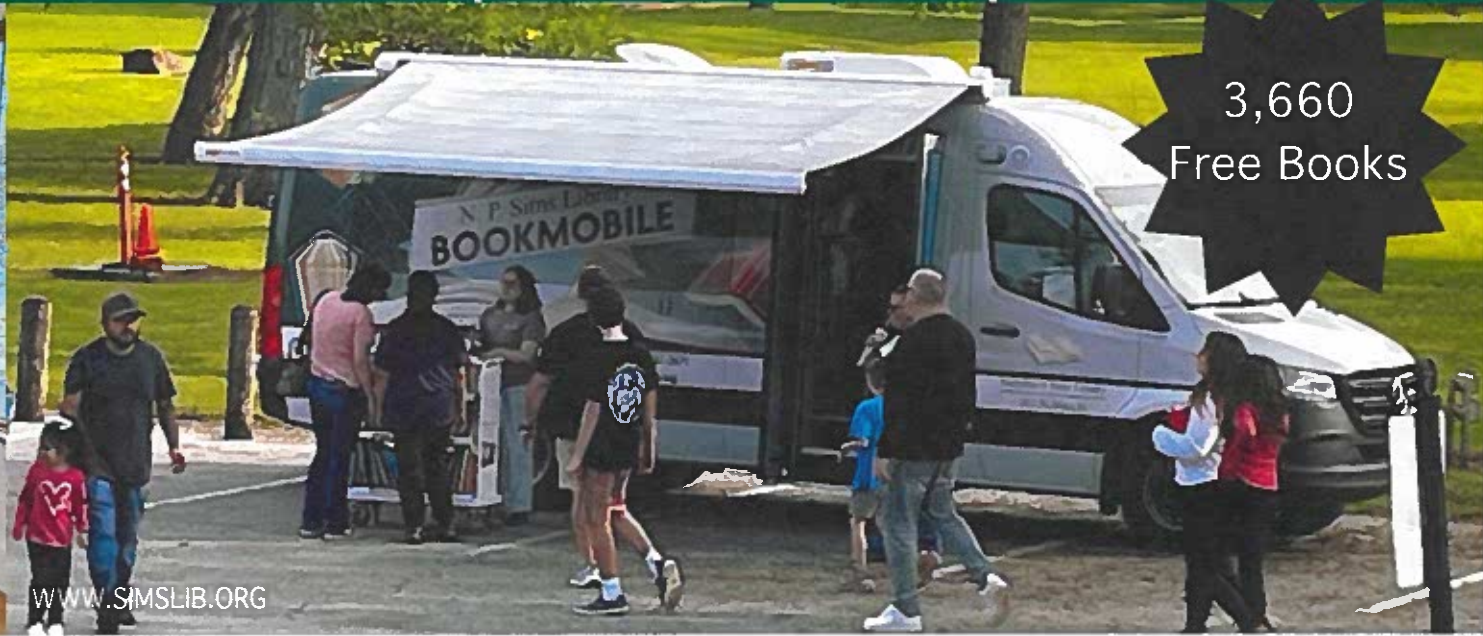
# Programs & Community Engagement

↑ ATTENDANCE  
37% (29,703)

↑ # OF PROGRAMS  
59% (1,213)

↑ BOOKMOBILE  
ATTENDANCE  
58% (8,741)

↑ BOOKMOBILE  
PROGRAM  
ATTENDANCE  
11.7% (5,723)



## Computer Users

5,159  
22%

## Study Area

2,112  
-3%

## Wi-Fi Usage

50,348  
+85%

## Database Usage

24,908  
-2%

## Website Visits

50,348  
+5.7%

## Facebook Followers

115,270  
+15%

## Reference Questions

25,958  
+10.5%

# Digital Service & Online Usage

# Exciting Projects

## 02 Fountain Landscape

Thanks to a generous past endowment, the back of the library will soon be transformed! Plans include beautiful new landscaping, a peaceful fountain, and a walkway that wraps around the building, creating a more inviting space for all to enjoy.



## 01 Pollinator Garden

A new educational pollinator garden will be installed in the Spring of 2026. This community project is a joint effort by Keep Waxahachie Beautiful, Indian Trail Master Naturalists, A. Oasis Pools and Outdoor Living (donating all the plants) and Sims Library!



## 03 Study Booths

We're excited to announce that the library will be adding 3-4 new Talkbox Booths, thanks to funding from our TSLAC grant! These sound-dampening booths provide a quiet, private space, perfect for studying, virtual meetings, online interviews, telehealth appointments, or simply focusing without distractions.



[WWW.SIMSLIB.ORG](http://WWW.SIMSLIB.ORG)

# Thank You

Contact Us



-  972-937-2671
-  [dir@simslib.org](mailto:dir@simslib.org)
-  [www.simslib.org](http://www.simslib.org)

# Planning & Zoning Department (8)

## Zoning Staff Report

Case: ZDC-91-2024



### MEETING DATE(S)

Planning & Zoning Commission:

May 27, 2025

City Council:

October 6, 2025

### CAPTION

**Public Hearing** on a request by Lexi Cassels, Kimley-Horn, for a **Zoning Change** from a Commercial (C) zoning district to Planned Development-Multi-Family-2 and Planned Development-Commercial (PD-MF-2 & PD-C) zoning district, for a mixed-use development, located directly east of 2050 Conquest Boulevard, (Property ID 191630 & 191636) - Owner: B&T Realty Services Inc. (ZDC-91-2024)

### RECOMMENDED MOTION

*"I move to approve ZDC-91-2024, a Planned Development request for a mixed-use (multi-family and commercial) development, subject to the conditions the staff report, authorizing the Mayor and/or Interim City Manager to sign the associated documents accordingly."*

### ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on May 27, 2025, the Commission voted 6-0 to recommend approval of case number ZDC-91-2024, subject to the conditions of the staff report.

At the City Council meeting held on June 2, 2025, the Council voted 5-0 to continue the public hearing on case number ZDC-91-2024 to the August 4, 2025 City Council meeting. At the City Council meeting held on August 4, 2025, the Council voted 5-0 to continue the public hearing on case number ZDC-91-2024 again to the September 2, 2025 City Council meeting. At the City Council meeting held on September 2, 2025, the Council voted 5-0 to continue the public hearing on case number ZDC-91-2024 again to the October 6, 2025 City Council meeting.

Each of the continuances noted above were requested by the applicant to allow the developer additional time to analyze the final construction costs of the development. The applicant has completed the aforementioned analysis and has not altered the original PD proposal.

### APPLICANT REQUEST

The applicant requests a Planned Development to allow for a mixed-use development comprised multi-family use with a maximum of 300 units on 41.9 acres and two (2) commercial tracts on 7.4 acres.

### CASE INFORMATION

Applicant:

Lexi Cassels, Kimley-Horn

Property Owner(s):

B&T Realty Services Inc.

Site Acreage:

49.352 acres

Current Zoning:

Commercial (C)

Requested Zoning:

Planned Development-Multi-Family-2 & Planned Development-Commercial (PD-MF-2 & PD-C)

(8)

**SUBJECT PROPERTY**

*General Location:* Directly east of 2050 Conquest Boulevard

*Parcel ID Number(s):* 191630 & 191636

*Existing Use:* The subject property is currently undeveloped.

*Development History:* The subject property is not currently platted.

*Adjoining Zoning & Uses:*

Direction	Zoning	Current Use
North	N/A	US Highway 287 Bypass
East	PD-MF-2	Mark on Conquest Apartments
South	PD-SF-3	Ridge Crossing Subdivision
West	PD-MUR	Highlands at Bates Drive – Mixed Use

*Future Land Use Plan:* Local Commercial & Residential Neighborhood

*Comprehensive Plan:* Local Commercial: The local commercial placetype includes areas for restaurants, shops, grocery stores, offices, and personal service establishments. This placetype was incorporated to preserve the City's commercial corridors. Where appropriate, local commercial uses should be located at the intersection or frontage of major thoroughfares (60 feet or greater). The intensity of this placetype falls between neighborhood scale commercial and regional commercial. Local commercial will consist of a single or cluster of standalone office, retail or commercial buildings with an anchor. Local commercial uses should be interconnected with sidewalks to increase walkability. In addition, a shared open space comprised of a plaza or park is encouraged for multi-pad site developments.

Residential Neighborhood: This placetype serves to create neighborhoods built with a traditional walkable block/street grid network that allows some variation in housing typologies. Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes. Both residential and commercial uses need to be context sensitive. Commercial uses in this placetype may be a small pop up facility or a home converted to a small store front. Walkability is key for neighborhood commercial uses so that they are accessible from surrounding neighborhoods.

*Thoroughfare Plan:* The subject property is accessible via US Highway 287 Bypass.

(8)

Site Image:



## **PLANNING ANALYSIS**

### **Proposed Use:**

The applicant proposes a Planned Development to allow for a mixed-use development comprised multi-family use with a maximum of 300 units on 41.9 acres and two (2) commercial tracts on 7.4 acres. The applicant proposes to preserve approximately 7.8 acres of the multi-family tract along the existing creek on the site. This area will remain in its natural state as an open space amenity for the development.

### **Residential Tract:**

The multi-family portion of the Planned Development is designed to resemble a more traditional single-family neighborhood. This type of development is commonly referred to as “single-family-for-rent”. The single-family-for-rent tract will be developed with a total of 165 residential structures comprised of a maximum of 300 dwelling units. The results in a gross density of 7.15 dwelling units per acre (DUA); which is well below the maximum density of 18 DUA that is allowed by right in the base Multi-Family-s (MF-2) zoning district.

The applicant has proposed three (3) distinct types of residential structures with this PD. These include a townhome style building that will house between 3-6 units, a duplex style building that will house 2 units, and a traditional single-family home style building that will house 1 unit. The proposed site plan includes 26 townhome buildings, 44 duplex buildings, and 95 single-family style buildings. Each building type includes a mix of individual unit sizes that accommodate between 1 and 4 bedrooms. In total, 111 1&2-bed units, 154 3-bed units, and 31 4-bed units are proposed. The development includes a larger number of 3&4-bedroom units than a typical multi-family project due to the fact that it is designed to resemble a more traditional single-family neighborhood where 3&4-bedroom homes are more common. The proposed mix of unit types is intended to support a broader range of residents that are seeking to rent rather than own a home.

Residential Tract (continued):

All residential building types have a proposed maximum height of two-stories. To reduce the potential for monotony across the development and introduce vertical articulation, the applicant has incorporated 1-story structures along the primary internal drive-aisle that loops through the site. To further reduce monotony along primary drive-aisles, all units are proposed to include rear-entry attached garages. This design benefits the walkability of the development by ensuring internal sidewalks and paseos are not interrupted by driveways. Of the 165 proposed residential buildings, 19 feature a one-car garage and all remaining buildings feature a two-car garage. The remaining parking for the site is provided in the form of parallel spaces along the primary drive-aisles. This design ensures that the proposal exceeds the minimum total parking requirement and the minimum attached garage requirement for multi-family development. A detailed parking breakdown can be referenced in Table 1 below.

**Table 1:** Items in **bold** represent a deviation below the requirement of the base zoning ordinance.

<u>Development Standard</u>	<u>MF-2 Zoning Requirement</u>	<u>Planned Development Standard</u>
Density	18 Dwelling Units Per Acre (DUA)	7.15 Dwelling Units Per Acre (DUA)
Front Setback	25'	30'
Side Setback	25'	15'
Rear Setback	50'	15'
Maximum Height	3-stories	2-stories
Parking	645 (323 attached garages)	779 (548 attached garages)

Elevation/Façade:

The applicant has provided an Elevation/Façade Plan for the residential buildings proposed with this PD. Renderings, along with example façades, of each residential building type are included in the Elevation/Façade Plan. The facades primarily feature and Hardie plank exterior construction materials. The percentage of each material used on the exterior façade varies across the individual building types. The Elevation/Façade Plan also includes varying façade proposals for each type of residential building to ensure that the exact design for individual single-family, duplex, and townhome structures are not repeated adjacent to each other.

In addition to the varied elevations, the applicant has proposed six (6) unique color schemes for use in the development. The chosen color schemes are designed to be complimentary to each other; while still being unique enough to provide additional relief from monotony. When considered together, the color schemes, multiple building types, and multiple elevation options for each building type have addressed staff concern with monotony that can arise from the presence of so many individual buildings on the site. A rendering, duplex façade example, and digital color board example can be referenced below for a brief look at the proposed design. The full Elevation/Façade Plan can be referenced with Exhibit D.



FRONT



**Commercial Tracts:**

The applicant proposes two 3.7-acre tracts with a base Commercial (C) zoning along US Highway 287 Bypass. No specific commercial or retail development is proposed on the commercial tract at this time. However, the applicant has designed the primary access point for the subject property to bisect the two commercial tracts. This primary entrance is proposed to be constructed with the initial phase of the development and includes parallel parking, street trees, sidewalks, and four (4) pedestrian plazas for future use by the commercial tracts. In the proposed PD Regulations for the development, the applicant has prohibited multiple uses that are typically allowed by right or with approval of a Specific Use Permit (SUP) in the base Commercial zoning district. The purpose of this restriction is to limit the eventual development of these commercial tracts to land uses that better compliment the adjacent, pedestrian oriented, residential tract.

(8)

Amenities & Open Space:

The applicant proposes to incorporate resident amenities into the center of the multi-family portion of the development. Specific amenities include a Resident Club Room, Exercise Facility, Swimming Pool with seating and a Cabana Area, Tot-Lot, and Village Green in the central amenity area. Notably, the proposed PD Regulations require the primary amenity area to be completed prior to the issuance of the certificate of occupancy (CO) for the final residential structure in Phase 1.

Along the creek, the applicant proposes to install additional amenities that include a Dog Park, Walking Trails, and Disc Golf. It is also important to note that the applicant worked extensively with staff to preserve pockets of open space throughout the multi-family portion of the property. To facilitate direct pedestrian access between the amenities and open spaces, the applicant has provided paseos (landscaped walkways) between each unit that meander through the site and converge at the open spaces and amenities. These paseos also tie into the general sidewalk network proposed around the perimeter of the site. All units that do not front onto a primary drive-aisle are proposed to front onto these landscaped paseos.

Landscaping:

The applicant has provided a Landscape Plan (Exhibit C) that identifies the proposed landscaping for the site as a whole. Additionally, the Landscape include detail for the typical landscaping proposed in the immediate vicinity of each type of unit. Each residential unit is proposed to have access to a dedicated front or rear yard. The PD Regulations require the developer to maintain all landscaping on the site; which includes these privately accessed yard areas.

The proposed landscaping does meet the minimum requirements of the Waxahachie Zoning Ordinance. Street trees have specifically been clustered adjacent to US Highway 287 Bypass and the future Boulder Lane to provide an enhanced buffer between these major thoroughfares and the development. Additionally, it is important to note that trees within the vicinity of the creek on the property are proposed to be protected from clear cutting. The protected area is identified on the landscape plan and is proposed to be left in its natural state with an allowance only to remove dead trees and the trees/underbrush necessary to extend pedestrian trails through the area.

Access:

The subject property is proposed to have a total of seven (7) points of access at build out. Four (4) of the proposed access points are provided along US Highway 287 Bypass. These access points have been placed to meet TxDOT spacing requirements and provide direct access to each phase of the development. Two (2) of the proposed access points will be provided along the future extension of Boulder Lane. Notably, these connections will not be made until Boulder Lane is extended as part of Ridge Crossing Phase 2. A final point of access will be provided to the east via a mutual access easement to the Highlands at Bates Drive development. The private connection to the east, paired with the access points off of US Highway 287 Bypass, are sufficient to meet Fire Department access requirements, if the construction of Boulder Lane is delayed or never occurs. All 24' internal drive-aisles are proposed to be covered by a mutual access easement; which will facilitate access to through the development and to the commercial tracts for adjacent properties.

(8)

Screening:

The subject property is directly adjacent to the Ridge Crossing subdivision to the south and primarily abuts Phase 2 of the subdivision. Phase 1 of this neighborhood is actively under development; but Phase 2 has not begun. To properly screen the six (6) directly adjacent residences from the proposed development, the applicant proposes to construct a 6-foot masonry screening wall. The screening wall will be constructed primarily of brick and is designed to complement the masonry screening wall proposed along the southern property line of the adjacent Highlands at Bates Drive development. Along the remainder of the southern property line, the proposed development will directly abut Boulder Lane. A 6' ornamental metal fence with regularly spaced masonry columns is proposed along Boulder Lane. This same ornamental metal fence is also proposed along the northern and eastern property lines. To the west, adjacent to the Mark on Conquest apartments, the applicant proposes a 6' wood board on board fence. These fencing types can be referenced in greater detail in Exhibit C below.

Drainage & Utilities:

The applicant has provided a preliminary engineering plan to demonstrate the feasibility of utility delivery and drainage for their proposed site design. Existing water and sanitary sewer lines existing along US Highway 287 Bypass and the creek crossing the subject property. Utility and drainage improvements are required to be finalized with a future Civil Construction Permit.

Phasing:

The applicant proposes to develop the subject property in five phases. With Phase 1, the applicant proposes to develop 103 units on the multi-family portion of the property that is east of the creek. The amenity center tract is proposed to be developed as Phase 1A. As noted above, the proposed PD Regulations require the amenity center tract in Phase 1A to be completed prior to the issuance of the certificate of occupancy (CO) for the final residential structure in Phase 1.

Phase 2 is proposed to include the development of an additional 122 units on the remaining portion of the multi-family tract east of the creek. Phase 3 is proposed to include the portion of property west of the creek and will consist of the remainder of the residential units. The commercial tracts will comprise the final phase of the development. The applicant has no specific plans to develop the commercial tracts at this time.

Comprehensive Plan:

As noted above, the subject property is identified by the 2023 Comprehensive Plan partially under the Local Commercial and Residential Neighborhood placetypes. Each of these placetypes encourage a combination of residential and retail uses when property is situated along major thoroughfares. The applicant proposes to adhere to the intent of the Comprehensive Plan by developing a horizontal mixed-use development that allows for commercial development along a portion of the US Highway 287 Bypass frontage with residential dwellings located along and behind the commercial tracts. The proposed density for the development is 7.15 dwelling units per acre (DUA); which is appropriate for property adjacent along a major thoroughfare; but still bordering a less dense traditional single-family neighborhood. The horizontal mixed-use proposal serves as lower density buffer between the Ridge Crossing neighborhood and more dense multi-family developments to the east and west. The stand-alone commercial tracts are situated to be walkable and accessible for residents in and around the development, as recommend by the Waxahachie Comprehensive Plan.

(8)

### **PUBLIC NOTIFICATIONS**

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 19 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

### **PUBLIC NOTIFICATION RESPONSES**

Staff has received zero (0) letters of support and one (1) letter of opposition for the PD request.

### **RECOMMENDATION**

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the PD request; subject to the conditions noted below.

#### **Conditions:**

1. A mutually agreed upon Development Agreement for the development shall be required to be filed within 30-days of City Council approval of ZDC-91-2024.
2. The Amenities identified in Section 9.8 of the Planned Development Standards shall be constructed and completed prior to the issuance of the certificate of occupancy for the final structure Phase 1 and/or Phase 1A.
3. If the developer chooses to install gates for the development, the gates shall not be access controlled and shall automatically open for all vehicles so as to not inhibit access to drive-aisles covered by mutual access easements.
4. Internal fencing visible from a 24' drive-aisle shall consist of only of decorative metal with at least 75% transparency.
5. The Property Owner shall provide a permanent irrigation system for all required landscape areas shown on Exhibit C - Landscape Plan and maintain the required landscaping at all times.
6. All exterior construction materials, location of exterior construction materials, and percentage of exterior construction materials for each building in the development shall conform with the Elevation/Façade Plan (Exhibit D).
7. All exterior lighting, including accent and security lighting, shall maintain compliance with the Photometric plan, attached as Exhibit F, and the Lighting & Glare Standards of Section 6.03 of the Waxahachie Zoning Ordinance.
8. The applicant shall receive all necessary building permits from the Building & Community Services Department prior to construction.

### **ATTACHED EXHIBITS**

1. Public Notification Responses
2. Development Agreement
3. Planned Development Ordinance
4. Planned Development Standards
5. Location Map – Exhibit A
6. Detailed Site Plan - Exhibit B
7. Landscape Plans – Exhibit C
8. Elevation/Façade Plan – Exhibit D
9. Phasing Plan – Exhibit E
10. Site Renderings

(8)

**APPLICANT REQUIREMENTS**

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
  - a. If comments were not satisfied, then applicant will be notified to make corrections.
  - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

**STAFF CONTACT INFORMATION**

*Prepared by:*

Zack King, AICP  
Planning Manager  
[zking@waxahachie.com](mailto:zking@waxahachie.com)

*Reviewed by:*

Trenton Robertson, AICP  
Senior Director of Planning  
[trenton.robertson@waxahachie.com](mailto:trenton.robertson@waxahachie.com)

(8)



City of Waxahachie, Texas  
Notice of Public Hearing  
Case Number: ZDC-91-2024

**THE MARK ON CONQUEST PHASE II OWNER LLC**  
5447 VICKERY BLVD  
DALLAS, TX 75206

The Waxahachie City Council will hold a Public Hearing on Monday, October 6, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Lexi Cassels, Kimley-Horn, for a **Zoning Change** from a Commercial (C) zoning district to **Planned Development-Multi-Family-2 and Planned Development-Commercial (PD-MF-2 & PD-C)** zoning district, for a mixed-use development, located directly east of 2050 Conquest Boulevard, (Property ID 191630 & 191636) - Owner: B&T Realty Services Inc (ZDC-91-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please scan the QR Code or contact the Planning Department at (469) 309-4290 or [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) for additional information on this request.



Scan for additional information.

Case Number: ZDC-91-2024

City Reference: 296512

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **September 3, 2025** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

*Same reasons as previously provided. Rental market is oversaturated, with at least another 1,200 units of MF-2 already available to be built around town and at 35/287 BTR is an inferior product, looks like rows of walls + rooftop. Bad look on 287. (Blue Star).*

Signature

*Preston Munster, Manager*  
Printed Name and Title

Date *9/2/2025*

*2050 Conquest Blvd.*  
Address

(9)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM COMMERCIAL (C) TO PLANNED DEVELOPMENT-MULTI-FAMILY-2 (PD-MF-2) AND PLANNED DEVELOPMENT-COMMERCIAL (PD-C) LOCATED DIRECTLY EAST OF 2050 CONQUEST BOULEVARD IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 49.352 ACRES KNOWN AS PROPERTY ID 191630 & 191636, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

**WHEREAS**, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

**WHEREAS**, a proper application for a Zoning Change has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-91-2024. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from C to PD-MF-2 & PD-C; and

**WHEREAS**, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

**WHEREAS**, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

**NOW, THEREFORE**, this property is rezoned from C to PD-MF-2 & PD-C in order to facilitate development of the subject property in a manner that allows a mixed-use development comprised of a multi-family use with a maximum of 300 units on 41.9 acres and two (2) commercial tracts on a total of 7.4 acres on the following property: Property ID 191630 & 191636, which is shown on Exhibit A, in accordance with the Development Standards attached as Exhibit B, the Detailed Site Plan attached as Exhibit C, the Landscape Plan attached as Exhibit D, the Elevation/Façade Plan attached as Exhibit E, and the Phasing Plan attached as Exhibit F.

### **PLANNED DEVELOPMENT**

#### **Purpose and Intent**

The purpose of this planned development is to allow for the development of the Waxahachie 49 AC development and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

(9)

### Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, private streets, and utility infrastructure shall substantially conform to the locations shown on the approved Detailed Site Plan (Exhibit C).

### Development Regulations

1. A mutually agreed upon Development Agreement shall be required for the property and shall be filed within 30 days of City Council approval of ZDC-91-2024.
2. The development shall conform as approved by the City Council under case number ZDC-91-2024.
3. The development shall adhere to the City Council approved in Exhibit A- Location Map, Exhibit B – Development Standards, Exhibit C – Detailed Site Plan, Exhibit D – Landscape Plan, Exhibit E – Elevation/Façade Plan, and Exhibit F – Phasing Plan.
4. The Amenities identified in Section 9.8 of the Planned Development Standards shall be constructed and completed prior to the issuance of the certificate of occupancy for the final structure Phase 1 and/or Phase 1A.
5. If the developer chooses to install gates for the development, the gates shall not be access controlled and shall automatically open for all vehicles so as to not inhibit access to drive-aisles covered by mutual access easements.
6. Internal fencing visible from a 24' drive-aisle shall consist of only of decorative metal with at least 75% transparency.
7. The Property Owner shall provide a permanent irrigation system for all required landscape areas shown on Exhibit D - Landscape Plan and maintain the required landscaping at all times.
8. All exterior construction materials, location of exterior construction materials, and percentage of exterior construction materials for each building in the development shall conform with the Elevation/Façade Plan (Exhibit E).
9. All exterior lighting, including accent and security lighting, shall maintain compliance with the Photometric plan, attached as Exhibit F, and the Lighting & Glare Standards of Section 6.03 of the Waxahachie Zoning Ordinance.

(9)

10. All improvements within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
11. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
12. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance (Ordinance No. **TBD**) or the Waxahachie 49 AC Development Agreement, shall conform to those requirements and/or standards prescribed in Exhibit A – Location Map, Exhibit B – Development Standards, Exhibit C – Detailed Site Plan, Exhibit D – Landscape Plan, Exhibit E – Elevation/Façade Plan, and Exhibit F – Phasing Plan. Where regulations are not specified in Exhibits A, B, C, D, E, & F in this Zoning Ordinance (Ordinance No. **TBD**), or the Waxahachie 49 AC Development Agreement, the regulations of the Multi-Family-1 (MF-1) and Commercial (C) zoning districts and the City of Waxahachie Zoning Ordinance shall apply to this development.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

**PASSED, APPROVED, AND ADOPTED** on this 20<sup>th</sup> day of October, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary

(9)

## PD Regulations

PLANNED DEVELOPMENT (PD -WAXAHACHIE APPROXIMATELY 49.352 ACRES OF LAND)

**1.0 DEVELOPMENT PLAN:**

- 1.1 This Development Plan describes a Mixed-Use development consisting of multifamily housing and neighborhood Commercial use as shown in the attached Detailed Site Plan (Exhibit A).
- 1.2 In the event conflicts exist between these PD Regulations (the “PD Regulations”) and other City ordinances, these PD Regulations shall control.
- 1.3 The multifamily residential shall comply with the City’s MF-2 Multifamily Residential District Zoning (“MF-2 Zoning”) Section except as otherwise provided for in this PD.
- 1.4 The Commercial use shall comply with the City’s Commercial District Zoning (“C Zoning”) Section except as otherwise provided for in this PD. Administrative approval of a Site Plan Application by the Planning Department is required for development on the tracts designated as “Commercial Area” on Exhibit A. The following uses shall not be permitted in Commercial District Zoning C.

<b>Commercial District Zoning (“C Zoning”) - Non-Permitted Uses</b>	
Cemetery or Mausoleum	Metal Recycling Center
Community Home	Outside Storage
Crematorium	Pawn Shop
Dormitory	Portable Building Sales
Institution for Alcoholic, Narcotic, or Psychiatric Patients	Railroad Freight Depot
Juvenile Detention Center	RV Sales
Rehabilitation Care Facility or Halfway House (save and except Physical Therapy inside a Medical Office)	Specialty Paraphernalia
Airport	Stables, Public
Animal Pound	Tattoo or Body Piercing Shop
Auto Parking Lot, Commercial	Tool and Equipment Rental
Auto Parking Lot, Trucks and Trailers	Truck Stop
Bus Station or Terminal	Zoo, Public
Cabinet or Upholstery Shop	Electrical Generating Plant
Country Club, Private	Food Manufacturing or Processing Plant
Funeral Home or Mortuary	Searchlights
Hauling, Storage, or Motor Freight Terminal	Massage Parlor
Heavy Machinery and Equipment, Rental, Sales or Storage	Light Manufacturing
Landscape Sales and Installation	

(9)

**2.0 PROPERTY:**

2.1 The Property is located east of the intersection of US Highway 287 and Highway 287 Business on the south side of US Highway 287 and west of the intersection of US Highway 287 and Highway 664 also referred to as Ovilla Road, said Property containing approximately 49.352 acres of land as further describe in Section 2.2 below.

2.2 **PROPERTY DESCRIPTION**

BEING a tract of land situated in the WILLIAM C. TUNNEL SURVEY, ABSTRACT NO. 1080, City of Waxahachie, Ellis County, Texas and being two tracts of land as described in deed as Tract 2 and Tract 3, to B & T Realty Services, Inc., recorded in Volume 2198, Page 1442, Deed Records, Ellis County, Texas (D.R.E.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "PETITT" found for the Northeast corner of said Tract 2 and the Northwest corner of a tract of land as described in deed to Citizens National Bank of Texas, recorded in Instrument No. 1624636, D.R.E.C.T., said iron rod being situated in the South right-of-way line of U.S. Highway 287 (variable width right-of-way);

THENCE South 00 deg 43 min 56 sec East, departing said South right-of-way line and along the East line of said Tract 2 and the West line of said Citizens National Bank of Texas tract, a distance of 796.29 feet to a point for corner from which a 5/8-inch iron rod with plastic cap stamped "PETITT" found bears South 04 deg 23 min 46 sec West, a distance of 0.84 feet, said point being situated in the North line of a tract of land as described in deed to A One Plus Investment Group LLC, recorded in Instrument No. 1802491, D.R.E.C.T.;

THENCE South 89 deg 02 min 29 sec West, departing said common line and along the South line of said Tract 2 and the North line of said A One Plus Investment Group LLC tract, a distance of 1,777.14 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being the Southwest corner of said Tract 2 and the Southeast corner of said Tract 3;

THENCE South 89 deg 02 min 29 sec West, departing the West line of said Tract 2 and along the South line of said Tract 3 and continuing along the North line of said A One Plus Investment Group LLC tract, a distance of 886.04 feet to a 1/2-inch iron rod found for corner, said iron rod being the Southwest corner of said Tract 3, the Northwest corner of said A One Plus Investment Group LLC tract and the Northeast corner of a tract of land as described in deed to Waxahachie ISD;

THENCE North 00 deg 49 min 29 sec West, departing the North line of said A One Plus Investment Group LLC tract and the North line of said Waxahachie ISD and along the West line of said Tract 3, a distance of 829.83 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner, said iron rod being situated in the South right-of-way line of said U.S. Highway 287 and being the Northwest corner of a tract of land as described in deed to The Markon Conquest Phase II Owner LLC, recorded in Instrument No. 2034102, D.R.E.C.T., and being the Northwest corner of said Tract 3;

(9)

THENCE along the South right-of-way line of said U.S. Highway 287 and the North lines of said Tract 3 and Tract 2, the following:

North 88 deg 54 min 19 sec East, a distance of 370.56 feet to a point for corner from which a 3/4-inch iron rod found bears North 82 deg 40 min 31 sec West, a distance of 0.96 feet;

South 83 deg 53 min 14 sec East, a distance of 202.17 feet to a 5/8-inch iron rod found for corner;

North 88 deg 52 min 54 sec East, a distance of 998.50 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

South 88 deg 12 min 17 sec East, a distance of 299.75 feet to a 1/2-inch iron rod with red plastic cap stamped "W.A.I. 5714" set for corner;

North 88 deg 53 min 30 sec East, a distance of 795.30 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 49.352 acres or 2,149,788 square feet of land, more or less.

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 8th day of October, 2021, utilizing a G.P.S. bearing related to the Texas Coordinate System, North Texas Central Zone (4202), NAD 83, grid values from the GeoShack VRS network.

**3.0 BACKGROUND:**

3.1 The Property is currently zoned Commercial (C).

**4.0 SURROUNDING USES:**

4.1 The Property fronts US Highway 287 access road to the north, commercial use to the east, single family residential use to the south and multi-family use to the west.

**5.0 ACCESS:**

5.1 The Property will have a minimum of 3 access points to the US Highway 287 access road that fronts the Property on the north boundary of the Property and one point of access to a future road to be constructed within the Ridge Crossing Subdivision to the south of the Property. A third connection to the Highway 287 Access Road will be required to be installed with Phase 1 in the event that Boulder Lane is not installed at the time of Phase 1 construction.

**6.0 HYDROLOGY:**

6.1 The property will comply with Waxahachie Subdivision Ordinance Section 3.10.

**7.0 UTILITIES:**

7.1 Water service will be provided by the City of Waxahachie, subject to payment of necessary impact fees and monthly rates in effect by the City of Waxahachie. Water service shall be constructed in accordance with Waxahachie Subdivision Ordinance Section 3.9. The on-site

(9)

water system will tie into an existing main that runs closely parallel to the US Highway 287 access road fronting the Property.

7.2 Sanitary Sewer service will be provided by the City of Waxahachie, subject to payment of necessary impact fees and monthly rates in effect by the City of Waxahachie. Sewer service will be constructed in accordance with Waxahachie Subdivision Ordinance Section 3.9. The on-site sewer system when constructed will tie into existing sewer mains located within the floodplain located on the Property.

7.3 All electrical, telephone and cable will be underground.

**8.0 ROADS:**

8.1 The main access roads entering the projects from the US Highway 287 access road shall be a minimum twenty-four (24') foot pavement width and optional head-in parking on one or both sides of the entry drive. Internal streets shall be private.

8.2 Internal Roads - Ownership will have the right, but not the obligation, to install access gates to the area where private streets occur. Access control gates shall be subject to the approval of the Waxahachie Fire Department. Roadway width shall be twenty-four (24') feet wide for fire lanes and allow for parallel parking with an additional eight (8') feet of parking space on one or both sides of the roadway. Where internal roadways and alleys are not required to be a fire lane, the width shall be twenty (20') feet wide.

8.3 Roadway network shall generally conform to Waxahachie Subdivision Ordinance Sections 3.1 and 3.2. No offsite improvements are required of this development with the exception of the connections to US HWY 287 to comply with the TxDOT requirements.

8.4 Dead-end fire apparatus access roads will be twenty-four (24') feet wide for fire lanes with a maximum dead end length of one-hundred fifty (150') or two-hundred feet (200') if the buildings are equipped with a fire suppression system.

8.5 For internal alleyways that are not required for fire lane access the width shall be twenty (20') feet wide. Garage doors will be a minimum of thirty (30') feet between facing garage doors (door face to door face) at the alleyways.

8.6 Fire Lanes will be striped and signed in accordance with the City's standards.

8.7 Street network will be in conformance with the attached Exhibit B illustrating the different classification of street: main access roads, fire lane internal roads, fire lane alleyways, and alleyways.

8.8 Ownership shall dedicate the necessary ROW depicted on the site plan for the arterial thoroughfare at the southwest corner of Owner's property as depicted in the Concept Plan.

(9)

**9.0 DEVELOPMENT PLAN, CONSIDERATIONS & RESTRICTONS :**

<b>Overall Unit Mix</b>		
<b>Unit Type</b>	<b>No. of Units</b>	<b>Mix</b>
1-Bedroom	22	7%
2-Bedroom	89	30%
3 & 4-Bedroom	185	63%
<b>Total</b>	<b>296 Units</b>	<b>100%</b>

Overall unit count shall not exceed 300 residential units. Unit Type Mix may adjust as required by civil construction design constraints; but 3- & 4-bedroom units shall not be increased above a total of 189units. 1- & 2-bedroom units may be added for an equivalent reduction in 3- & 4-bedroom units. A change in unit mix will be subject to administrative Site Plan approval. Amenity buildings are excluded from the unit count calculations.

**PLANNED DEVELOPMENT STANDARDS**

(9)

Development Standards	MF-2 Zoning	Proposed Planned Development Standard	Notes
Minimum Front Yard	Adjacent to SF: 25'. 75' if over two stories. Adjacent to MF or Nonresidential – 25'. 100' if over 2 stories	Setback at North Frontage Road: 30'  Setback at Eastern Property Line: 15'	Proposed deviation to MF-2 Zoning Development Standards  Community Design does not include traditional Multifamily Product.  Single Family Detached & Single Family Attached Product included in Community Design
Minimum Side Yard	Adjacent to SF: 50'. 75' if over two stories. Adjacent to MF or Nonresidential – 25'. 100' if over 2 stories	Setback at Southern Property Line (Residential): 15'	
Minimum Rear Yard	Adjacent to residential; 50', over two story is 75'	Setback at Southern Property Line (Commercial): 0'  Setback at Western Property Line: 15'	
Internal Yard Setbacks	None	Reference attached Exhibit A	N/A
<b>MF Development Standards</b>			
Building Separation	Between Buildings without openings (windows or doors): One (1) story, fifteen (15) feet Two (2) story, twenty (20) feet Between Buildings with openings: One (1) story, twenty-five (25) feet Two (2) story, thirty-five (35) feet	Ten (10) feet between buildings	Proposed deviation to MF Development Standards
Parking Regulations	Garages shall be set back a minimum of eight (8) feet from the circulation aisle.	Garages shall be set back a minimum of four (4) feet from the circulation aisle. Parking shall only be permitted within a designated, striped parking space or parking garage.	Proposed deviation to MF Development Standards  Reduced minimum to not encourage partial parking within apron and blocking of circulation aisle.
Special Considerations	All multi-family dwelling units shall have roof slopes with a minimum of 7:12 pitch.	All multi-family dwelling units shall have roof slopes with a minimum of 3.5:12 pitch. See Exhibit D.	Proposed deviation to MF Development Standards

(9)

	<p>The exterior surface of all structures including screening walls, wing walls, gables, and columns shall be constructed of at least ninety (90) percent masonry construction materials.</p>	<p>The exterior will be one hundred percent (100%) masonry. Masonry shall mean cementitious plank, brick, stone, or cast stone material. All exterior construction materials, location of exterior construction materials, and percentage of exterior construction materials used for each façade shall comply with the Elevation/Façade Plan (Exhibit D)</p>	<p>Proposed deviation to MF Development Standards</p>
--	---	---	---

**9.1 Manufacturer Material Substitution**

Substitute Manufacturers of building materials and paint colors similar and/or equivalent to those identified in Exhibit D shall be acceptable subject to approval by the Director of Planning or their designee. The Director of Planning or their designee shall provide written approval or denial of the submission with five (5) business days from any submittal by Ownership.

**9.2 Landscaping**

9.2.1 Landscaping shall comply with Section 5.04 Landscape Requirements as set forth in Article V of the Development Standards unless otherwise provided for in this PD.

9.2.2 Required street trees can be located throughout the Property including behind the curb, front yards, perimeter buffers, and open spaces as shown in Exhibit C.

**9.3 Sidewalks**

9.3.1 The property will have circulating sidewalks throughout the development (Refer to Exhibit A).

9.3.2 Sidewalks will comply with Appendix C – Subdivisions Section 3.5.

9.3.3 Internal sidewalks will be concrete and four (4) feet wide. Ownership shall have the option to install the sidewalks married to or abutting to the curb. Curb drops will be incorporated at corners or other locations where sidewalks intersect a street.

**9.4 Screening/Fencing**

9.4.1

- The perimeter fencing on the east boundary shall be a minimum of six (6) feet tall and shall be constructed of decorative metal shown in Exhibit C.
  
- The perimeter fencing on the south property line that is adjacent to the existing single-family lots within the Ridge Crossing subdivision shall be a minimum of six (6) feet tall and be constructed out of masonry as shown in Exhibit C. The perimeter fencing on the south property line that is adjacent to the open space lot within the Ridge Crossing subdivision and future

# PLANNED DEVELOPMENT STANDARDS

(9)

roadway shall be construed out of decorative metal, masonry or any combination thereof and shall be a minimum of six (6) feet as shown in Exhibit C.

- The perimeter fencing along the north property line adjacent to the loop 287 access road shall be a minimum of six (6) feet tall and be constructed out of decorative metal and masonry.

9.4.2 Internal fencing will be a maximum of six (6) feet tall and may be constructed of wood, decorative metal or masonry or any combination thereof.

9.4.3 All yards on all units or units within buildings shall have a minimum of one hundred (100) square feet yard or outdoor living space.

## 9.5 Street Lighting

9.5.1 Street lighting shall be provided by the Owner.

## 9.6 Construction Phasing

9.6.1 May be constructed in one or more phases as shown in the phasing plan as amended time to time by City staff at the request of the Owner. Phase 1A shall be completed on or before the issuance of the certificate of occupancy of the final residential unit constructed in Phase I.

## 9.7 Services

9.7.1 All yard maintenance and landscaping for the residential units and amenity areas will be provided by a third-party landscaping service managed by Owner's contracted third-party property management company.

9.7.2 Ownership will incorporate Trash Dumpsters in the development to provide trash services to the residents.

## 9.8 Amenities

9.8.1 Amenities within the residential development shall include the following Amenities:

- Swimming Pool
- Exercise Facility
- Resident Club Room
- Dog Park
- Village Green
- Walking Trails

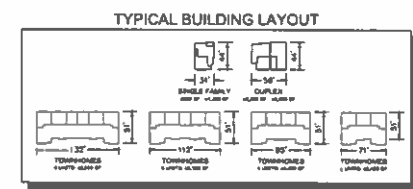
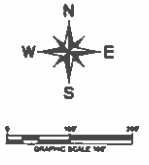
Ownership shall have the option to provide additional Amenities at Ownership's sole discretion. The above-mentioned Amenities will be constructed and completed within Phase 1 and Phase 1A.

**EXHIBIT A - LOCATION MAP**



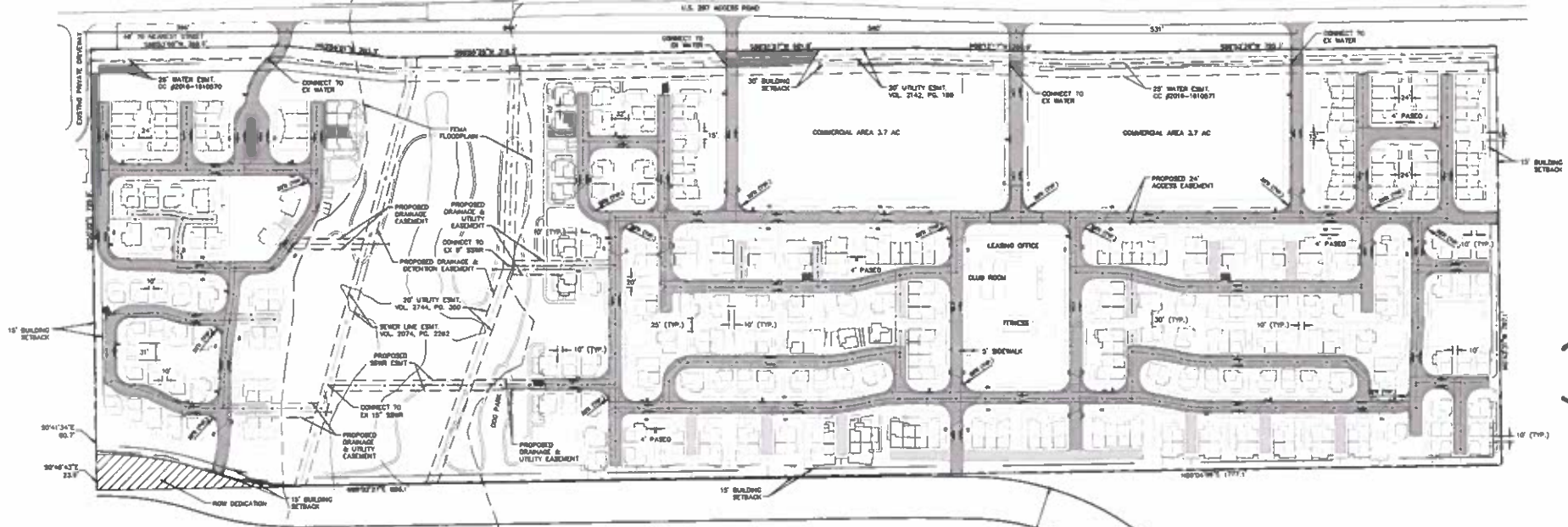
(b)

# EXHIBIT B - DETAILED SITE PLAN

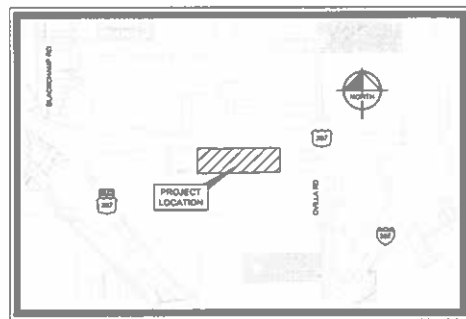


**LEGEND**

- 30" CONCRETE FIRE LINE
- 30" PRIVATE CONCRETE ALLEYS
- PROPERTY BOUNDARY
- PROPOSED STORAGE LINE
- STORAGE GULCH
- EXISTING WATER LINE
- EXISTING SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SEWER LINE
- FIRE HYDRANT
- MANHOLE
- TRAFFIC FLOW ARROW



(9)



**VICINITY MAP**  
SCALE: 1" = 2,000'  
PREPARATION DATE: 04/28/2025

**SITE DATA**

ZONING:	WAXAHACHIE 48 PD
PROPOSED USE:	MIXED USE
ORDER BUILDING AREA:	
SINGLE FAMILY	1,700,000 SF
CONDO	1,100,000 SF
TOWN HOMES	170,000 SF
TOTAL	2,970,000 SF
BUILDING HEIGHTS:	
SINGLE FAMILY	1-28'-0" - 37'-0"
CONDO	1-28'-0"
TOWN HOMES	1-38'-0"
PARKING AREA (% OF LOTS)	150,000 SF (16.7%)
PARKING SPACES:	
PROPOSED	646
REQUIRED	779
MINUS GAP	133
UNIT BREAKDOWN:	
1-BEDROOM	33
2-BEDROOM	49
3 & 4-BEDROOM	148
TOTAL	230

**EXHIBIT A  
WAXAHACHIE 48 PD  
DETAILED SITE PLAN**

PROJECT INFO:  
ZONING: WAXAHACHIE 48 PD  
48.252 ACRES OF LAND  
WAXAHACHIE, TX, ELLIS COUNTY  
PREPARATION DATE: 08/20/24  
CASE NUMBER: ZDC-91-2024

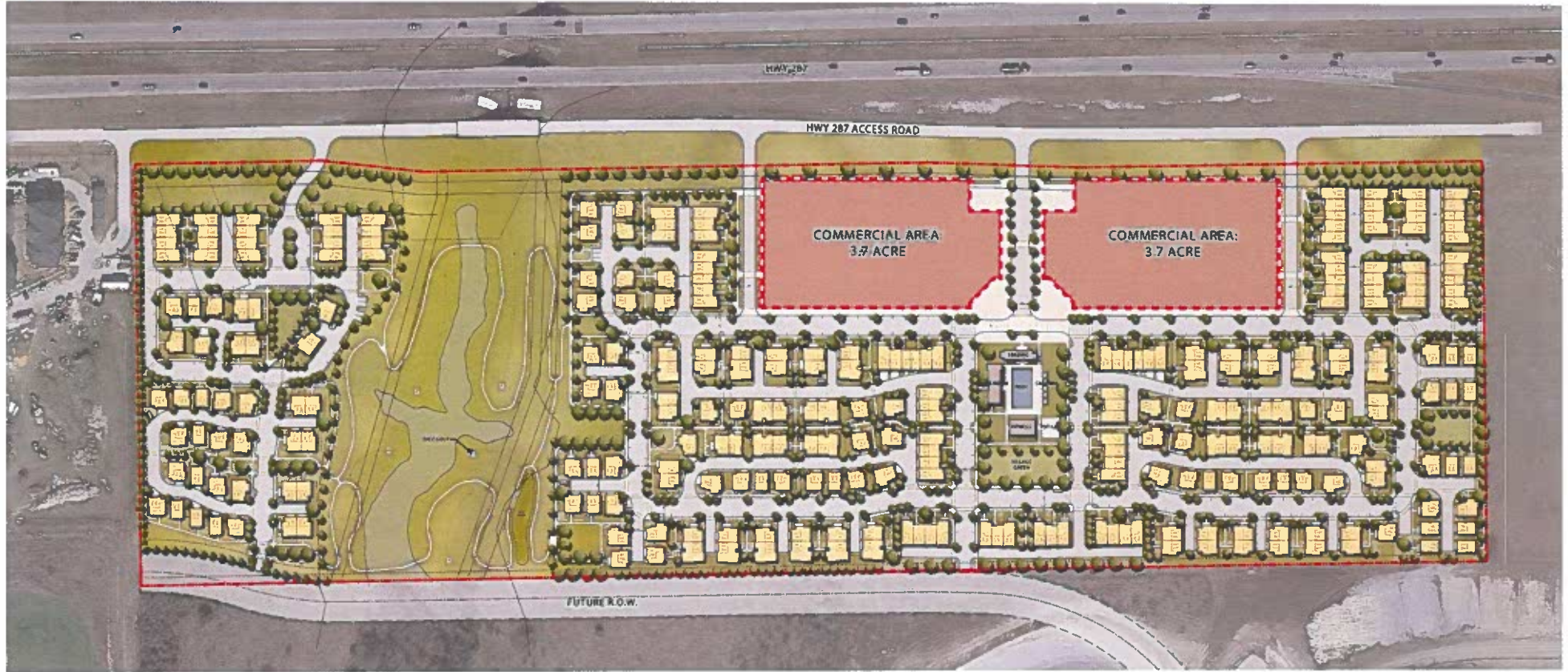
ENGINEER:  
DAILY-HORN AND ASSOCIATES  
STATE OF TEXAS  
REGISTRATION NO. F-9226  
6160 WARREN PARKWAY  
SUITE 200  
FISCO, TX 75034  
P (972) 770-1300  
CONTACT: MATT HAWKINS

APPLICANT:  
BRAF COMMUNITIES  
3500 WOODLAND RIDGES Pkwy  
DALLAS, TX 75201  
P (214) 523-3200  
CONTACT: SHANNON LIVINGSTON



April 2025

**EXHIBIT B - DETAILED SITE PLAN**



OVERALL UNIT MIX	NO. OF UNITS	MIX
1-BEDROOM	22	7%
2-BEDROOM	88	30%
3-BEDROOM	189	83%
<b>TOTAL</b>	<b>299 UNITS</b>	<b>100%</b>

PARKING REQUIREMENTS	NO. OF BEDS	NO. OF SPACES	NO. OF UNITS	REQUIRED SPACES
1-BED	1.0	111	111	167
2-BED	2.0	154	154	206
3-BED	3.0	51	51	80
<b>TOTAL</b>			<b>296 UNITS</b>	<b>453 SPACES</b>
				779 SPACES PROVIDED

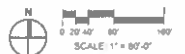
(b)

**EXHIBIT A - CONCEPT PLAN**

**WAXAHACHIE SITE**

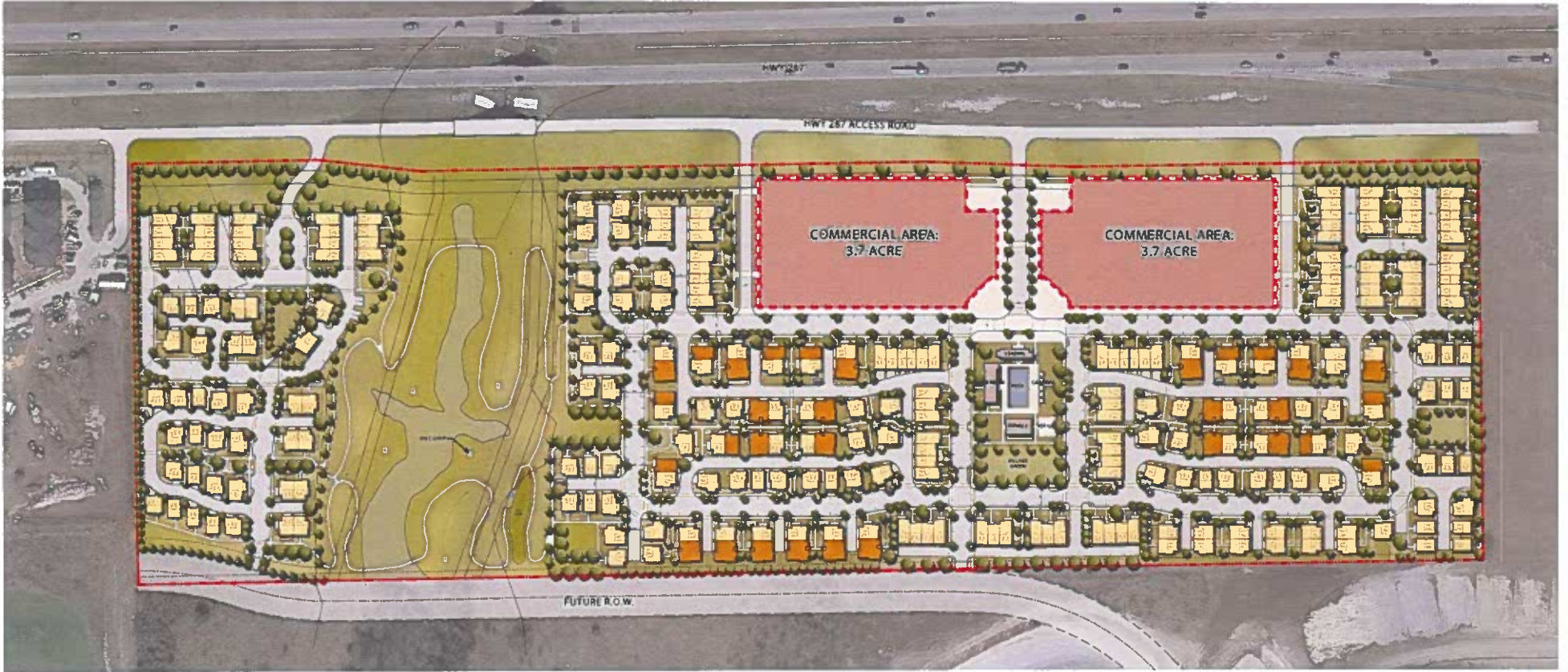
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**CONCEPT PLAN**  
CASE NUMBER ZDC-91-2024  
REFER TO LANDSCAPE ARCHITECTS PLAN FOR TREE  
LOCATIONS AND PLANTING SCHEDULE



**RHA**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/28/2025

**EXHIBIT B - DETAILED SITE PLAN**



1-STORY BUILDING:   
2-STORY BUILDING: 

(b)

**VERTICAL ARTICULATION**  
CASE NUMBER ZDC-91-2024  
REFER TO LANDSCAPE ARCHITECTS PLAN FOR TREE  
LOCATIONS AND PLANTING SCHEDULE

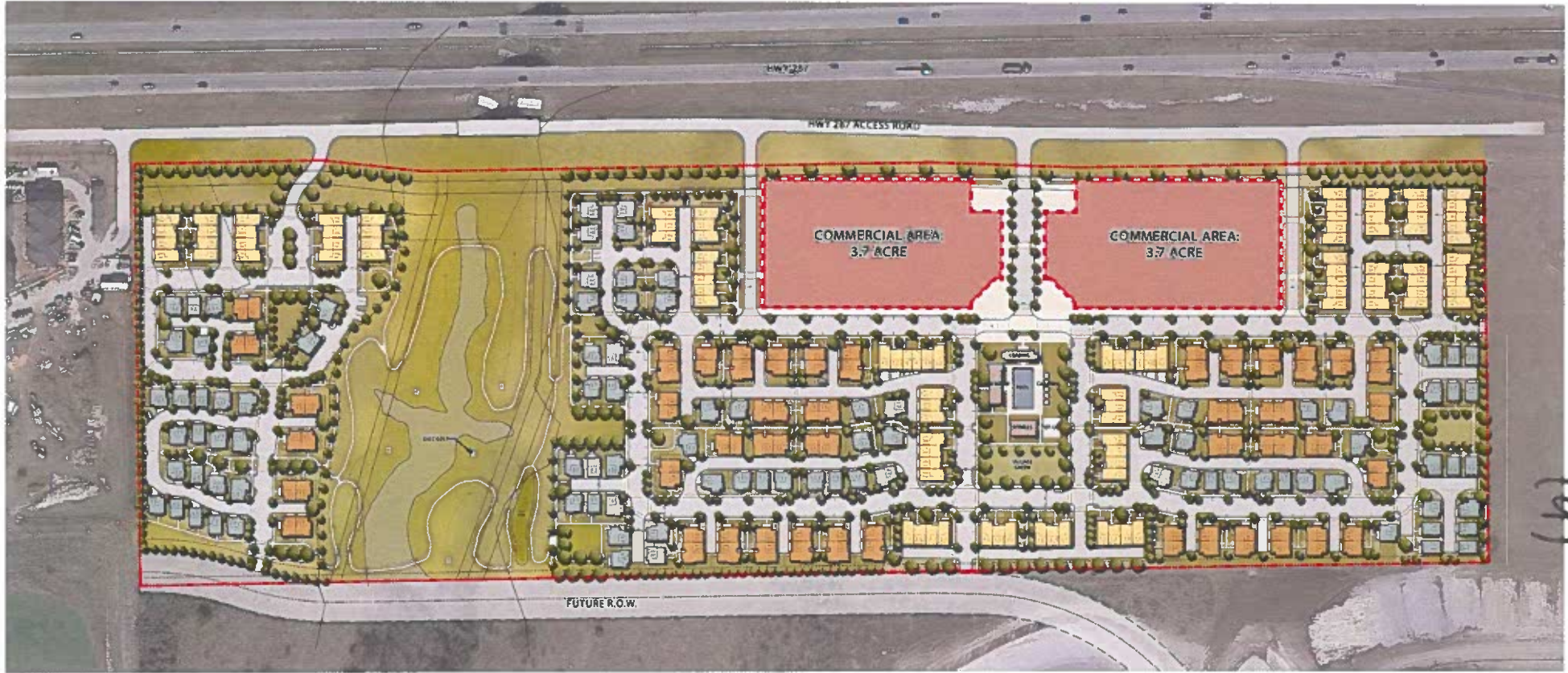


**EXHIBIT A - VERTICAL ARTICULATION**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**EXHIBIT B - DETAILED SITE PLAN**



- PRODUCT 1 (SINGLE FAMILY):
- PRODUCT 2 (DUPLX):
- PRODUCT 3 (TOWNHOMES):
- COMMERCIAL:

**PRODUCT TYPE VARIATION**

CASE NUMBER ZDC-91-2024  
REFER TO LANDSCAPE ARCHITECTS PLAN FOR TREE  
LOCATIONS AND PLANTING SCHEDULE

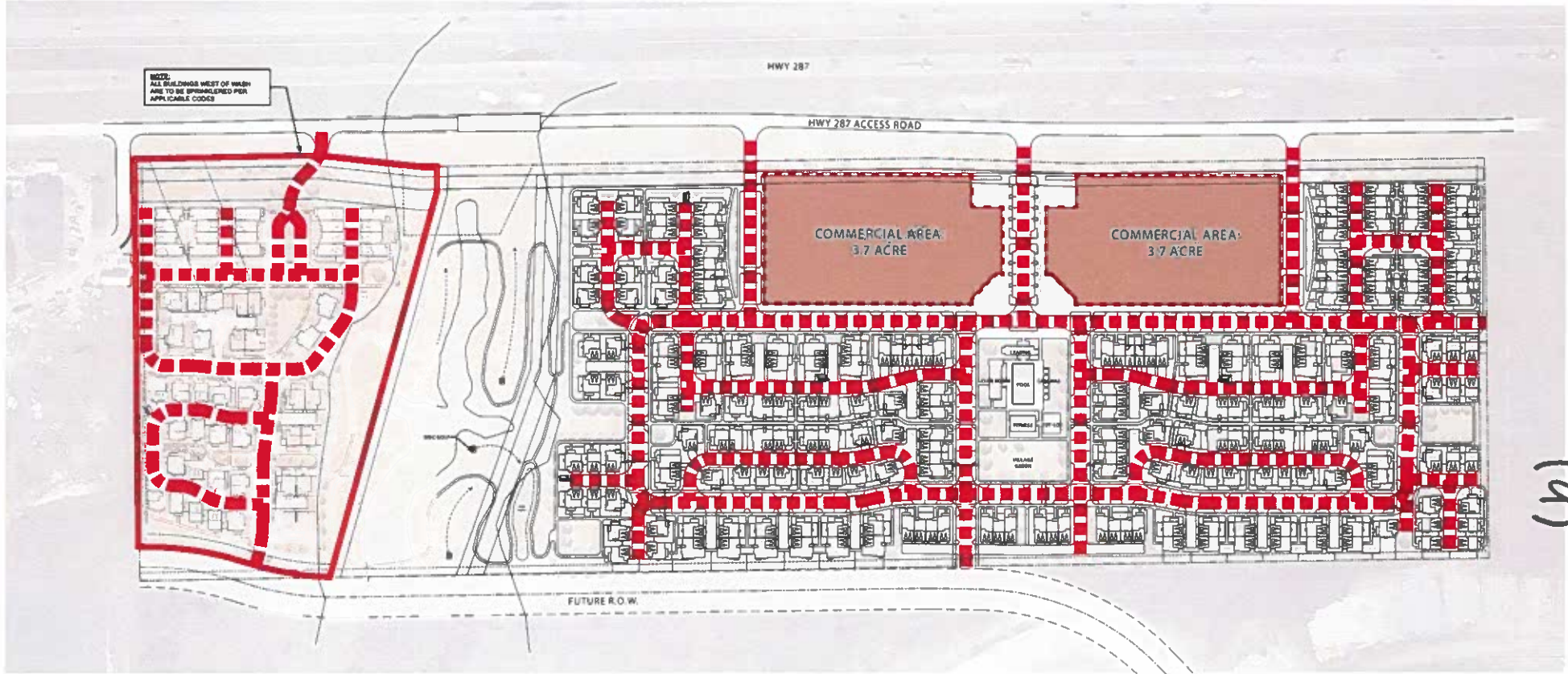


**EXHIBIT A - PRODUCT TYPE VARIATION**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**EXHIBIT B - DETAILED SITE PLAN**



**LEGEND - CONTEXT**

-  24' WIDE FIRE ACCESS LANE
-  HOSE PULL
-  20' RADIUS

**FIRE DIAGRAM**

CASE NUMBER ZDC-91-2024  
REFER TO LANDSCAPE ARCHITECTS PLAN FOR TREE LOCATIONS AND PLANTING SCHEDULE



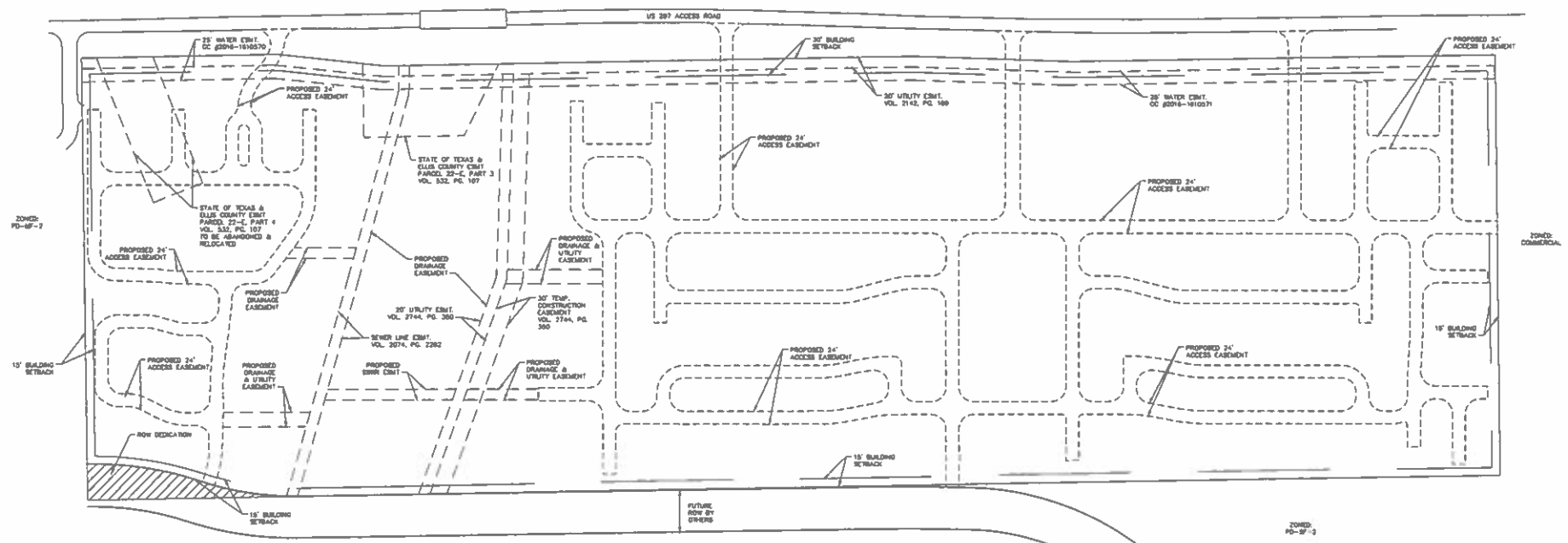
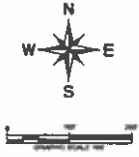
**EXHIBIT A - FIRE DIAGRAM**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

(a)

# EXHIBIT B - DETAILED SITE PLAN

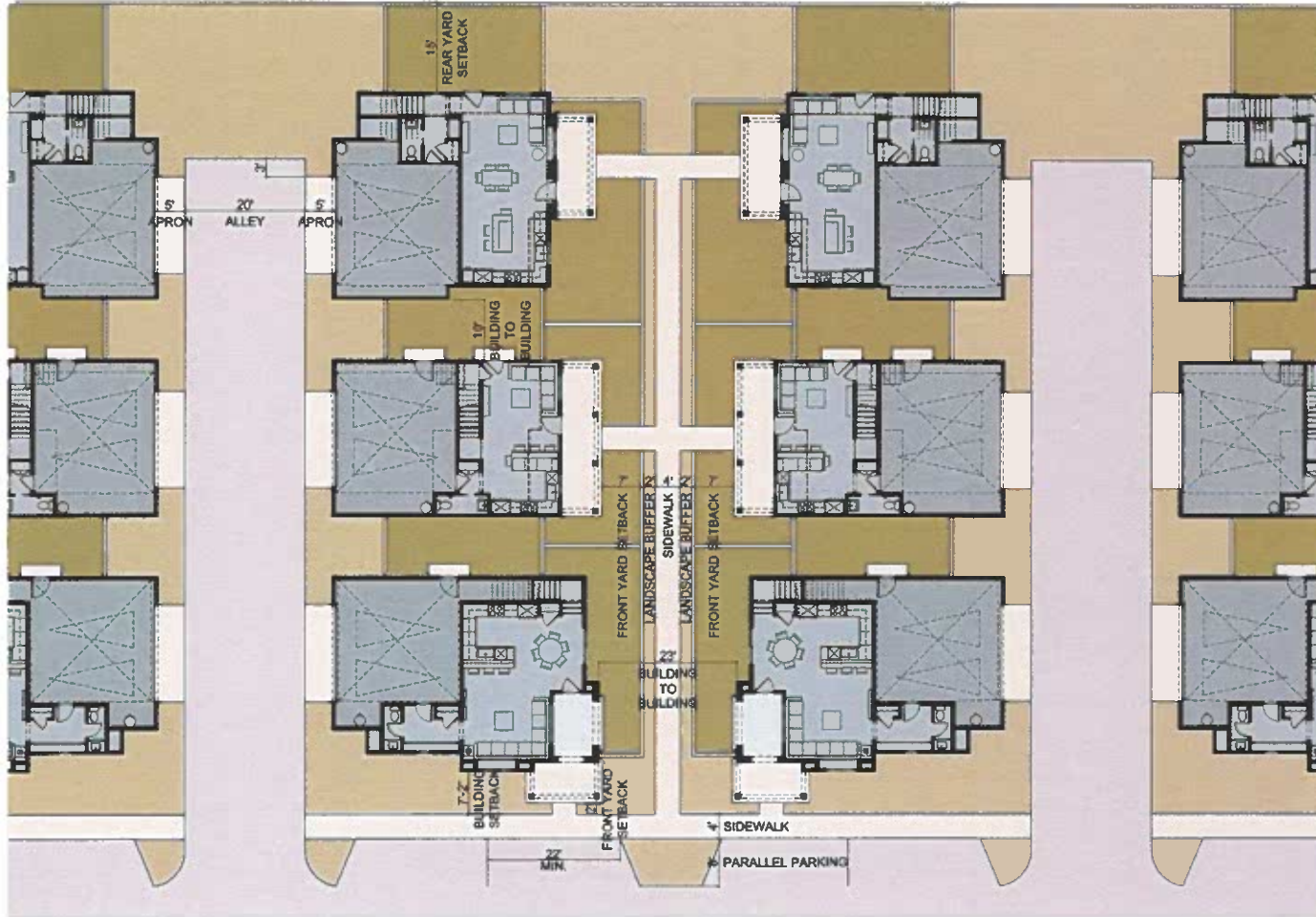


(a)

SETBACK & EASEMENT EXHIBIT  
**Waxahachie Site**  
 Waxahachie, Texas  
 April 2025

**Kimley-Horn**  
 6160 Wilgus Parkway  
 Suite 200  
 Frisco, TX 75034  
 P 972-326-5550  
 State of Texas Registration No. A-528

EXHIBIT B - DETAILED SITE PLAN



(b)

FIRST FLOOR

EXHIBIT A - SETBACK EXHIBIT, SFD PRODUCT 1

WAXAHACHIE SITE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

SFD PRODUCT 1  
PARTIAL SITE PLAN

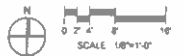
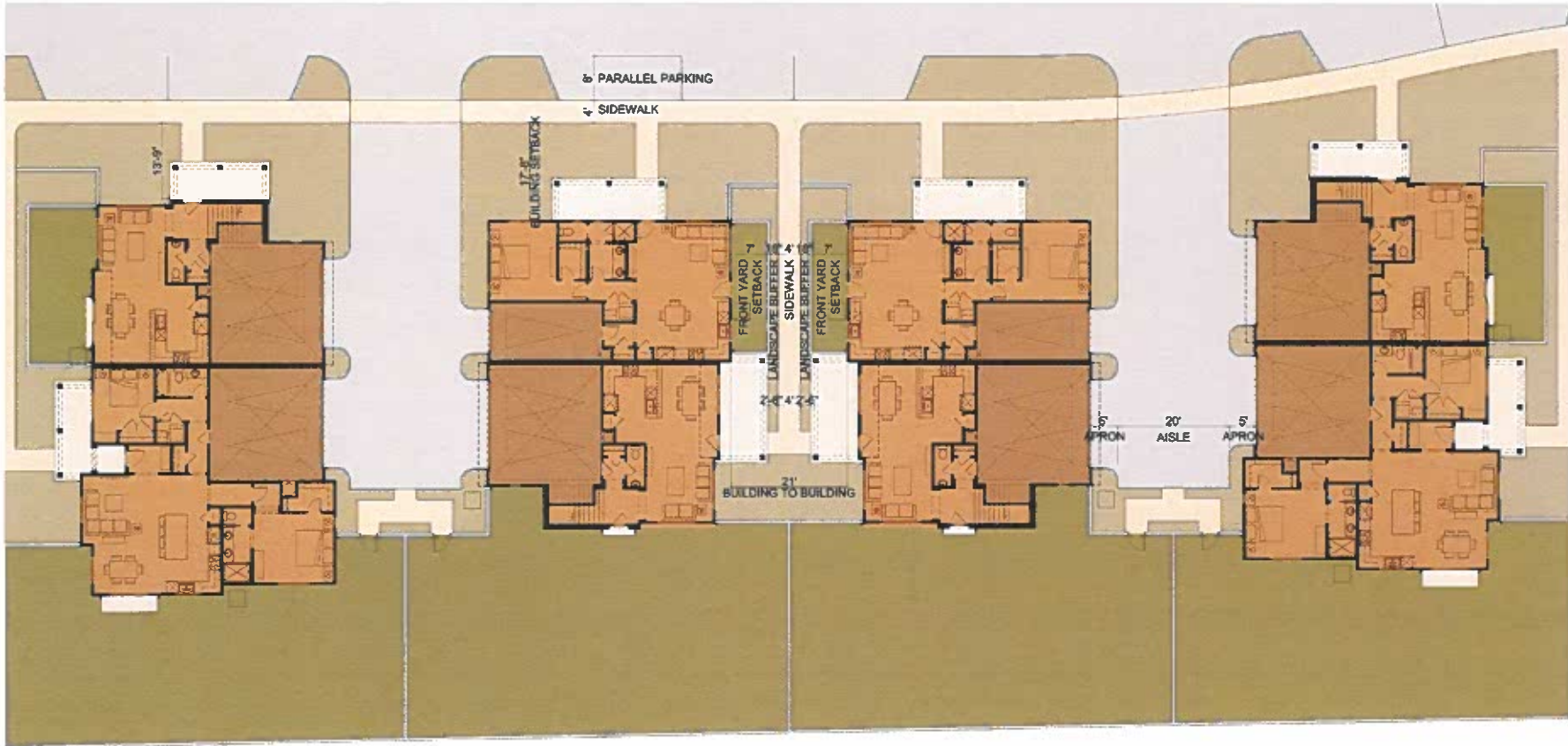


EXHIBIT B - DETAILED SITE PLAN



(a)

FIRST FLOOR

EXHIBIT A - SETBACK EXHIBIT, DUPLEX PRODUCT 2 BUILDING 1B, 1C, & 1D

WAXAHACHIE SITE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

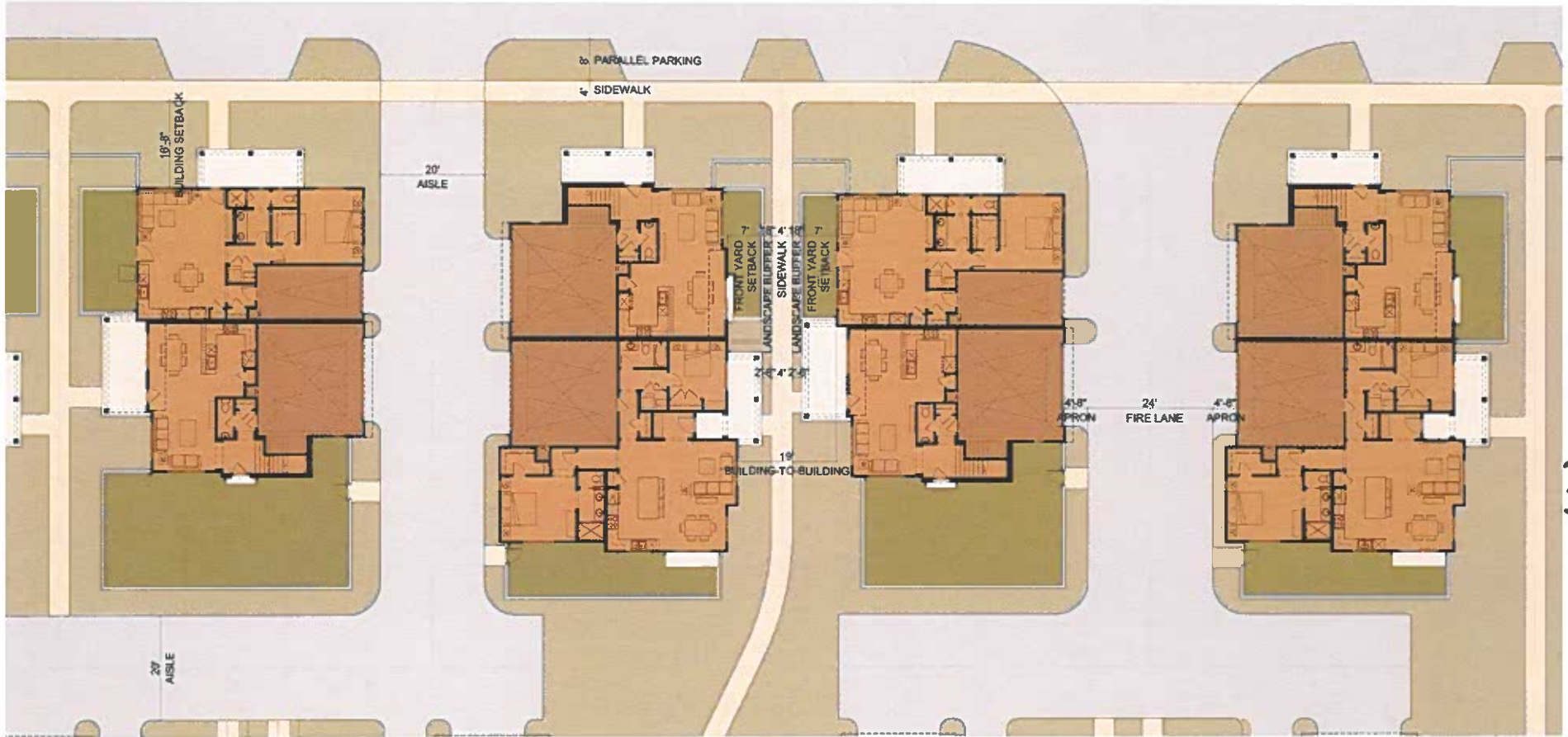
ROBERT & NEFF ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED

DUPLEX - PRODUCT 2  
FLOOR PLAN



R H A  
ROBERT HIDEY ARCHITECTS  
23076.04 04/28/2025

**EXHIBIT B - DETAILED SITE PLAN**



(a)

FIRST FLOOR

EXHIBIT A - SETBACK EXHIBIT, DUPLEX PRODUCT 2 BUILDING 28, 2C, & 2D

**WAXAHACHIE SITE**

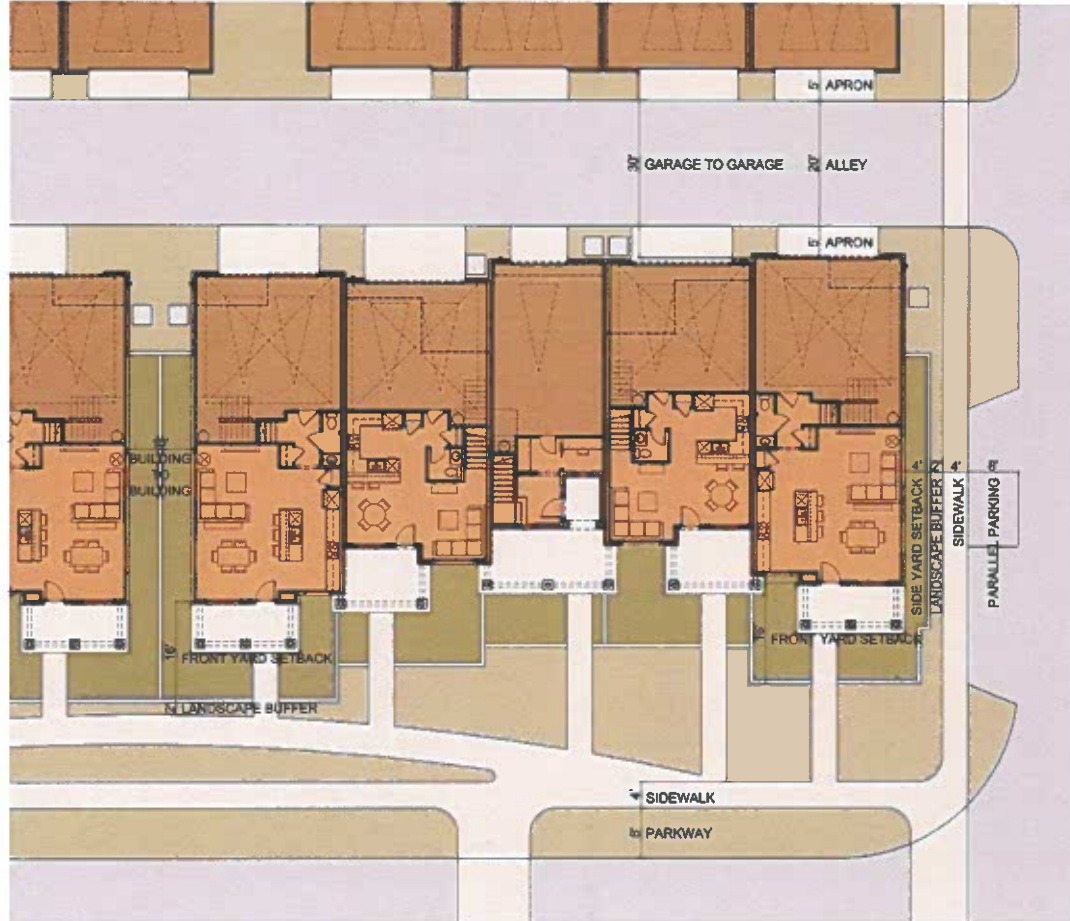
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**DUPLEX - PRODUCT 2  
FLOOR PLAN**



**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/28/2025

**EXHIBIT B - DETAILED SITE PLAN**



(b)

FIRST FLOOR

**TOWNHOUSE - PRODUCT 3**  
BUILDING 5 FLOOR PLAN

EXHIBIT A - SETBACK EXHIBIT, TOWNHOUSE PRODUCT 3

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

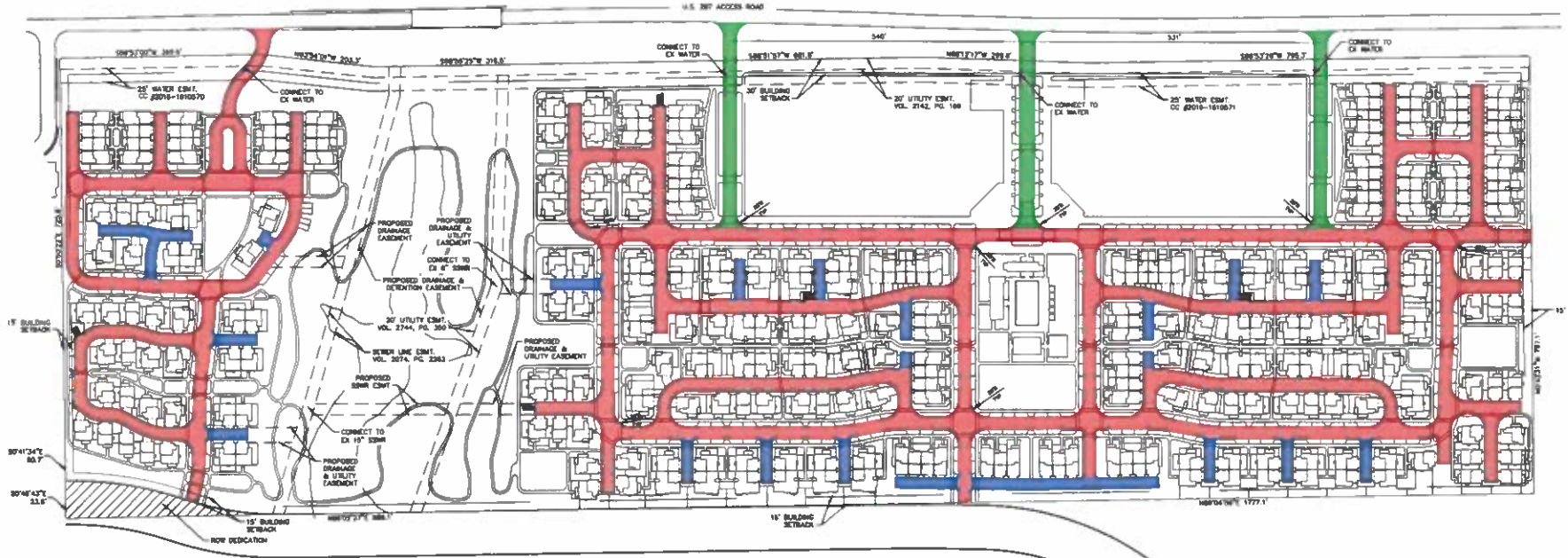


**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/28/2025

# EXHIBIT B - DETAILED SITE PLAN



LEGEND	
<span style="color: green;">—</span>	34' BARR ACCESS ROAD (PRIVATE)
<span style="color: red;">—</span>	34' FIRE LANE (PRIVATE)
<span style="color: blue;">—</span>	24' ALLEYSWAYS (PRIVATE)



(b)

**EXHIBIT B**  
**CONCEPTUAL ENGINEERING PLAN**  
**Waxahachie 49**  
 Waxahachie, Texas  
 April 2025

Kimley-Horn and Associates, Inc. 10000 North Central Expressway, Suite 200, Dallas, Texas 75243

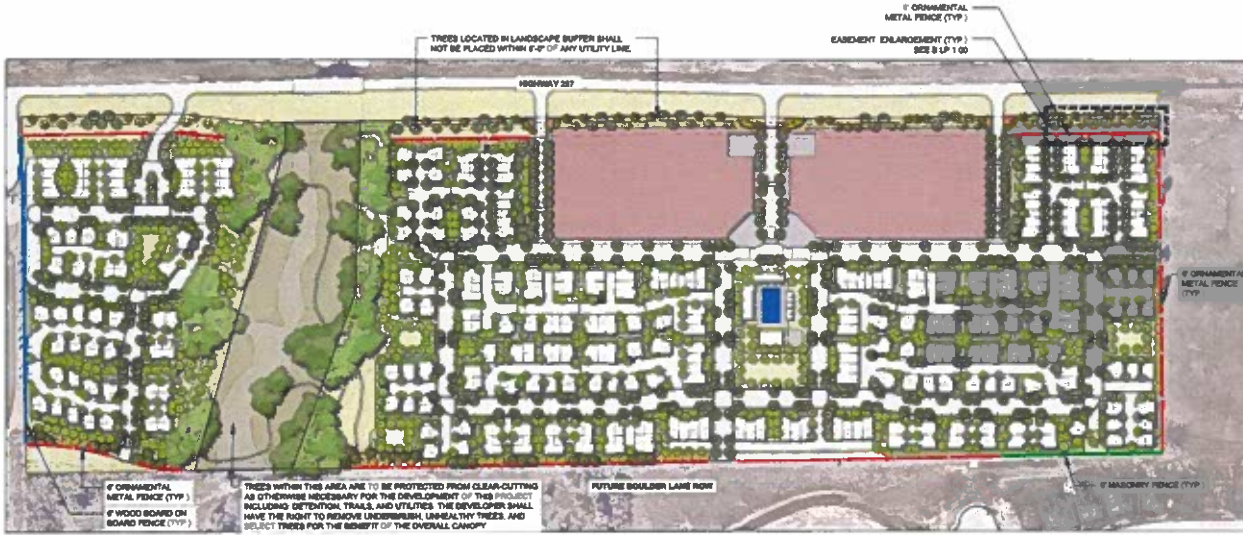
**Kimley-Horn**  
 6160 Wilshire Parkway  
 Suite 750  
 Dallas, TX 75254  
 P 972-355-3600  
 State of Texas Registration No. F-628

This plan is prepared to comply with the requirements of the State of Texas Department of Transportation (TxDOT) and the City of Waxahachie, Texas. It is not to be used for any other purpose without the written consent of Kimley-Horn and Associates, Inc.

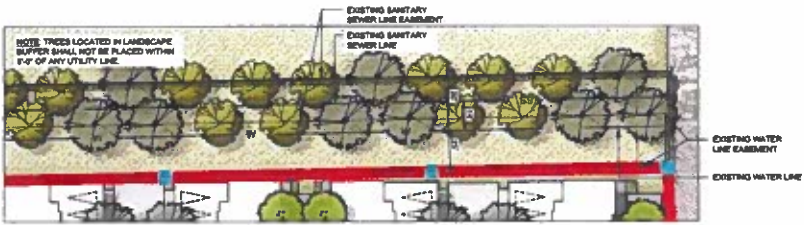
**EXHIBIT C - LANDSCAPE PLAN**

**LEGEND**

- ORNAMENTAL FENCE
- WOOD BOARD ON BOARD FENCE
- MASONRY FENCE
- MASONRY COLUMN
- LARGE TREES-MIN 4IN CAL
- ORNAMENTAL TREES



OVERALL LANDSCAPE RENDERING **A**



EASEMENT ENLARGEMENT (TYPICAL) **B**



**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS - 1 UNIT BUILDINGS (QTY: 95)**

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	690 SF	85,550 SF
<b>PLANTING REQUIREMENTS</b>		
3 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	2 LARGE TREES	120 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	3 UNDERSTORY TREES	195 UNDERSTORY TREES
1 SHRUB PER 70 SF	10 SHRUBS	950 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	104 SF	9,880 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	14 SF	1,350 SF

**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS - 2 UNIT BUILDINGS (QTY: 44)**

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	1,169 SF	51,436 SF
<b>PLANTING REQUIREMENTS</b>		
3 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	1 LARGE TREES	132 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	5 UNDERSTORY TREES	220 UNDERSTORY TREES
1 SHRUB PER 70 SF	17 SHRUBS	748 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	176 SF	7,744 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	24 SF	1,084 SF

**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS - 3 UNIT BUILDINGS (QTY: 6)**

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	1,794 SF	10,764 SF
<b>PLANTING REQUIREMENTS</b>		
3 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	4 LARGE TREES	24 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	8 UNDERSTORY TREES	48 UNDERSTORY TREES
1 SHRUB PER 70 SF	26 SHRUBS	156 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	270 SF	1,620 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	36 SF	216 SF

**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS - 4 UNIT BUILDINGS (QTY: 13)**

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	2,315 SF	18,079 SF
<b>PLANTING REQUIREMENTS</b>		
3 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	3 LARGE TREES	39 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	5 UNDERSTORY TREES	65 UNDERSTORY TREES
1 SHRUB PER 70 SF	34 SHRUBS	442 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	348 SF	4,324 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	47 SF	611 SF

**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS - 5 UNIT BUILDINGS (QTY: 3)**

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	2,795 SF	13,575 SF
<b>PLANTING REQUIREMENTS</b>		
3 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	3 LARGE TREES	30 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	11 UNDERSTORY TREES	55 UNDERSTORY TREES
1 SHRUB PER 70 SF	39 SHRUBS	195 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	406 SF	2,030 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	55 SF	275 SF

**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS - 6 UNIT BUILDINGS (QTY: 3)**

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	3,096 SF	6,192 SF
<b>PLANTING REQUIREMENTS</b>		
3 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	7 LARGE TREES	24 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	14 UNDERSTORY TREES	37 UNDERSTORY TREES
1 SHRUB PER 70 SF	45 SHRUBS	90 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	465 SF	930 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	67 SF	134 SF

**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS**

LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	177,242 SF	177,242 SF
<b>PLANTING REQUIREMENTS</b>		
3 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	455 LARGE TREES	455 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	720 UNDERSTORY TREES	720 UNDERSTORY TREES
1 SHRUB PER 70 SF	2,381 SHRUBS	2,381 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	26,720 SF	26,720 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	3,607 SF	3,606 SF
OPEN SPACE AREA	244,000 SF	1,756,121 SF

**CITY OF WAXAHACHE LANDSCAPE REQUIREMENT CALCULATIONS**

LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED
LANDSCAPE BUFFER SOUTH (FUTURE BOULDER LANE 6.0' W)	87 LARGE TREES	PROVIDED
LANDSCAPE BUFFER NORTH (HIGHWAY 287)	87 LARGE TREES	PROVIDED
1 LARGE TREE (MIN. 4" CALIBER) PER 30 LF	90 LARGE TREES	90 LARGE TREES

NO.	REVISIONS	DATE	BY

**Kimley»Horn**

© 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 6160 WARDEN AVENUE, SUITE 1250, DALLAS, TEXAS 75249  
 PHONE: 972-355-3500  
 WWW.KIMLEY-HORN.COM

TECH: REGISTERED ENGINEERING FIRM F-338

NOT FOR CONSTRUCTION

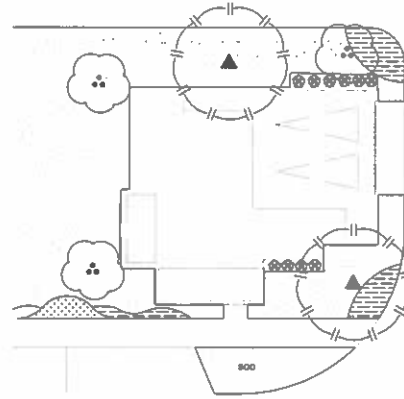
OVERALL UNIT CALCULATIONS

**RRAF WAXAHACHIE 49**  
 CITY OF WAXAHACHE, TEXAS

SHEET NUMBER  
**LP 1.00**

**EXHIBIT C - LANDSCAPE PLAN**

All materials, together with the amounts and complete manufacturer names, are an integral part of the contract. The contractor shall be responsible for the selection of materials, and shall be held liable to the architect and the owner for the selection of materials. The contractor shall be responsible for the selection of materials, and shall be held liable to the architect and the owner for the selection of materials.

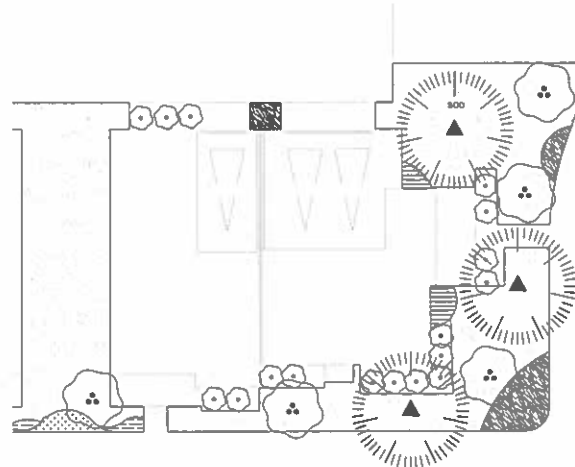
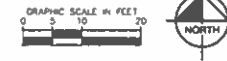


1 UNIT BUILDING A

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 1 UNIT BUILDINGS (QTY: 95)		
LANDSCAPE REQUIREMENTS		
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	REQUIRED BY EACH UNIT	PROVIDED
1,380 SF ± 0.50 = 690 SF	690 SF	1,272 SF
PLANTING REQUIREMENTS		
1 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	2 LARGE TREES	2 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	3 UNDERSTORY TREES	3 UNDERSTORY TREES
1 SHRUB PER 75 SF	10 SHRUBS	10 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	104 SF	331 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	14 SF	34 SF

**PLANT SCHEDULE 1 UNIT BUILDING**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
<b>TREES</b>					
	PC	2	Palmetto cypress / Chinese Palmetto	4" cal. 17' H. 14.0' dia. sp.	Pub, Single, Single Leader
<b>ORNAMENTAL TREE</b>					
	OT	3	Cornus amomum / Eastern Redbud	7" cal. 17' H. 5' dia.	Pub, Single Leader
<b>SHRUBS</b>					
	CS	10	Red carnation / Chinese / Chinese Holly	14" H. 12" dia. 30" cal.	Pub
<b>GROUND COVERS</b>					
	36	36	Mandarin anemone var. drummondii / Turf grass	4" H. 8" dia. 20" cal.	Pub
	34	34	Emerald Green variegated lawn	1" H. 12" dia. 12" cal.	Pub
<b>MISC</b>					
	750	750	Common Bermuda / Operator Anemone		Soil mix, select light soil sand Blue paint, 100% weed, stable, and good flow



2 UNIT BUILDING B

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 2 UNIT BUILDINGS (QTY: 44)		
LANDSCAPE REQUIREMENTS		
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	REQUIRED BY EACH UNIT	PROVIDED
2,327 SF ± 0.50 = 1,163 SF	1,169 SF	1,520 SF
PLANTING REQUIREMENTS		
1 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	3 LARGE TREES	3 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	5 UNDERSTORY TREES	5 UNDERSTORY TREES
1 SHRUB PER 75 SF	17 SHRUBS	17 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	376 SF	200 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	24 SF	22 SF

**PLANT SCHEDULE 2 UNIT BUILDING**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
<b>TREES</b>					
	CS	3	Quercus dumosa / Shumard Red Oak	2" cal. 14.0' H. 8' dia.	Pub, Single, Single Leader
<b>ORNAMENTAL TREE</b>					
	VC	6	Viburnum acerifolium / Chastet Tree	6" H. 5' dia.	Pub, Multi-Trunk
<b>SHRUBS</b>					
	CS	17	Red + Yellow N. Starburst / Red + Yellow N. Starburst Holly	30" H. 20" dia. 40" cal.	Pub
<b>GROUND COVERS</b>					
	36	36	Emerald Green variegated lawn / Purple-top Winter Creeper	4" H. 8" dia. 12" cal.	Pub, 1 gallon min.
	34	34	Emerald Green variegated lawn	1" H. 12" dia. 12" cal.	Pub, 1 gallon min.
	36	36	Mandarin anemone var. drummondii / Turf grass	4" H. 8" dia. 20" cal.	Pub
	34	34	Emerald Green variegated lawn	1" H. 12" dia. 12" cal.	Pub
<b>MISC</b>					
	750	750	Common Bermuda / Operator Anemone		Soil mix, select light soil sand Blue paint, 100% weed, stable, and good flow

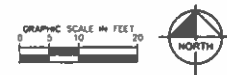
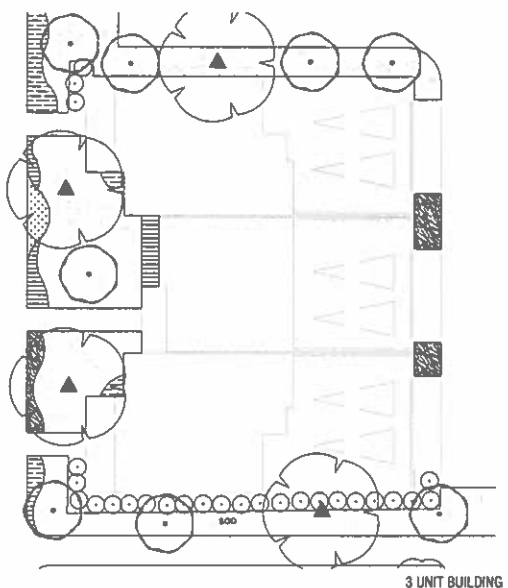


EXHIBIT C

<p>© 2015 KIMLEY-HORN AND ASSOCIATES, INC. 6100 WINDYBUSH DRIVE, SUITE 1000, DALLAS, TEXAS 75249 PHONE: 972-343-3400 WWW.KIMLEY-HORN.COM</p> <p>DATE REVISIONS</p>	<p>NOT FOR CONSTRUCTION</p> <p>DATE</p> <p>SCALE: AS SHOWN</p> <p>CREATED BY: BTL</p> <p>CHECKED BY: BTL</p> <p>DESIGNED BY: LAC</p>
<p>LANDSCAPE PLAN</p> <p>1 UNIT &amp; 2 UNIT</p>	<p>RRAF WAXAHACHIE 49</p> <p>CITY OF WAXAHACHIE, TEXAS</p>
<p>SHEET NUMBER</p> <p>LP 1.01</p>	

**EXHIBIT C - LANDSCAPE PLAN**

EXHIBIT C - LANDSCAPE PLAN  
 THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC. THIS PLAN IS SUBJECT TO THE CITY OF WAXAHACHIE LANDSCAPE REQUIREMENTS AND SPECIFICATIONS. THE CITY OF WAXAHACHIE LANDSCAPE REQUIREMENTS AND SPECIFICATIONS ARE AVAILABLE AT THE CITY CLERK'S OFFICE, 100 N. WAXAHACHIE AVENUE, WAXAHACHIE, TEXAS 75090.



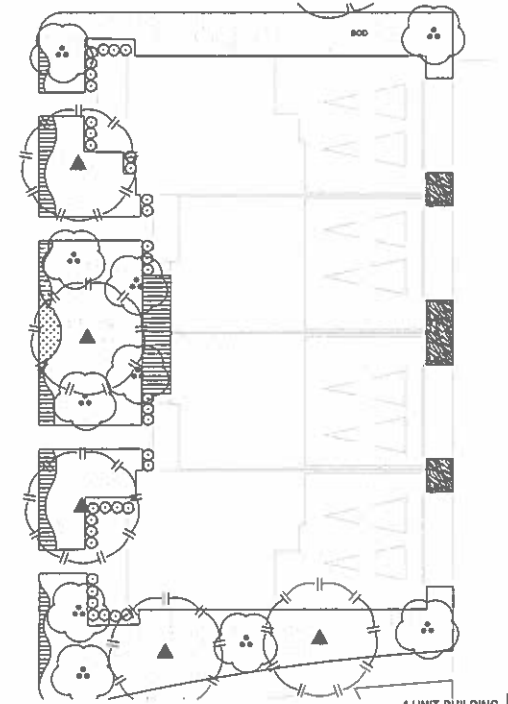
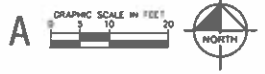
**3 UNIT BUILDING**

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 3 UNIT BUILDINGS (QTY 3)

LANDSCAPE REQUIREMENTS		REQUIRED BY EACH UNIT	PROVIDED
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPED		1,794 SF	1,961 SF
1,589 SF @ 50% = 1,794 SF			
PLANTING REQUIREMENTS			
1 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	4 LARGE TREES	4 LARGE TREES	4 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	8 UNDERSTORY TREES	8 UNDERSTORY TREES	8 UNDERSTORY TREES
1 SHRUB PER 70 SF	26 SHRUBS	26 SHRUBS	26 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	270 SF	292 SF	292 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	36 SF	0 SF	0 SF

**PLANT SCHEDULE 3 UNIT BUILDING**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
<b>TREES</b>					
	LC	4	Ulmus crassifolia / Cedar Elm	7" cal. 14' H. 8" gpr	Full, Straight, Single Leader
<b>ORNAMENTAL TREE</b>					
	LO	8	Liquidambar styraciflua / Oriental Spice Maple	7" cal. 10' H. 8" gpr	Full, Single Leader
<b>SHRUBS</b>					
	ASB	26	Abelia grandifolia / Chinese Abelia	3" cal. 18" H. 30" w	Full
<b>GROUND COVERS</b>					
	SLP	81	Scilla maritima / Starflower	6" H. 8" gpr. 12" w	Full, 1 gallon min.
	LH	26	Liriodendron tulipifera	12" H. 12" gpr. 18" w	Full, 1 gallon min.
	MSB	26	Melicope verticillata var. dumosa / Turk's toe	6" H. 8" gpr. 30" w	Full
	SD	36	Scilla maritima	12" H. 12" gpr. 12" w	Full
<b>MISC</b>					
	SD	780	Common Bermuda / Queen of Sheba	Ball or mat, color light with some blue/pink, 100% weed, erosion, and soil loss	



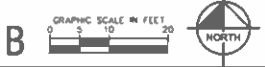
**4 UNIT BUILDING**

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 4 UNIT BUILDINGS (QTY 11)

LANDSCAPE REQUIREMENTS		REQUIRED BY EACH UNIT	PROVIDED
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPED		2,315 SF	2,594 SF
1,630 SF @ 50% = 2,315 SF			
PLANTING REQUIREMENTS			
1 LARGE TREE (MIN. 4" CALIBER) PER 500 SF	5 CANOPY TREES	5 CANOPY TREES	5 CANOPY TREES
1 UNDERSTORY TREE PER 250 SF	30 UNDERSTORY TREES	30 UNDERSTORY TREES	30 UNDERSTORY TREES
1 SHRUB PER 70 SF	34 SHRUBS	34 SHRUBS	34 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	348 SF	348 SF	348 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	47 SF	0 SF	0 SF

**PLANT SCHEDULE 4 UNIT BUILDING**

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
<b>TREES</b>					
	PC	5	Platanus occidentalis / Common Platane	4" cal. 12-14' H. 8" gpr	Full, Straight, Single Leader
<b>ORNAMENTAL TREE</b>					
	CT	16	Cornus amomum / Spice Plant	7" cal. 10' H. 8" gpr	Full, Single Leader
<b>SHRUBS</b>					
	HFB	34	Hamamelis parviflora / Frag Yew	12" H. 12" gpr. 30" w	Full
<b>GROUND COVERS</b>					
	SLP	80	Scilla maritima / Starflower	6" H. 8" gpr. 12" w	Full, 1 gallon min.
	LH	30	Liriodendron tulipifera	12" H. 12" gpr. 18" w	Full, 1 gallon min.
	MSB	34	Melicope verticillata var. dumosa / Turk's toe	6" H. 8" gpr. 30" w	Full
	SD	36	Scilla maritima	12" H. 12" gpr. 12" w	Full
<b>MISC</b>					
	SD	780	Common Bermuda / Queen of Sheba	Ball or mat, color light with some blue/pink, 100% weed, erosion, and soil loss	



**Kimley Horn**  
 2020 KIMLEY-HORN AND ASSOCIATES, INC.  
 9145 WINDYBUSH DRIVE, SUITE 100, DALLAS, TEXAS 75243  
 PHONE: 972-355-3300  
 WWW.KIMLEY-HORN.COM  
 TEXAS LICENSED LANDSCAPE ARCHITECT # 933

**NOT FOR CONSTRUCTION**

DATE: 08/12/2020  
 SCALE: AS SHOWN  
 DRAWN BY: BTL  
 CHECKED BY: BTL  
 COUNCIL BY: LUC

**LANDSCAPE PLAN**  
**3 UNIT & 4 UNIT**

**RRAF WAXAHACHIE 49**  
 CITY OF WAXAHACHIE, TEXAS

SHEET NUMBER  
**LP 1.02**

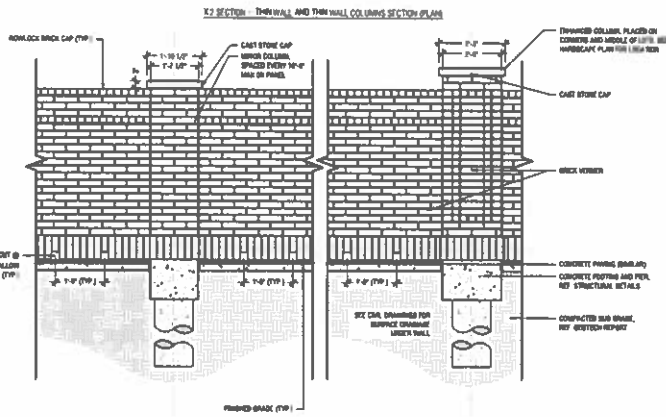
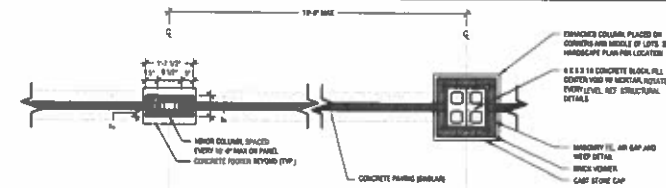
**EXHIBIT C**



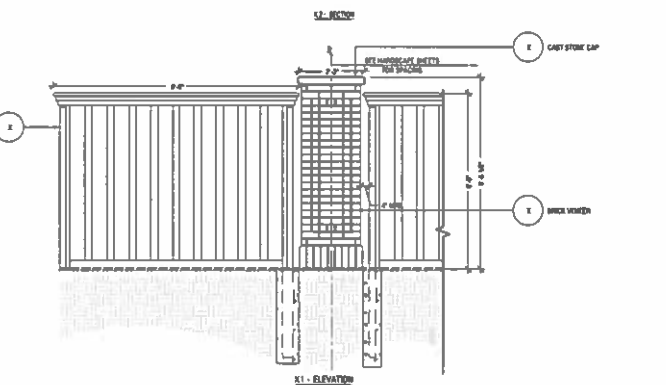
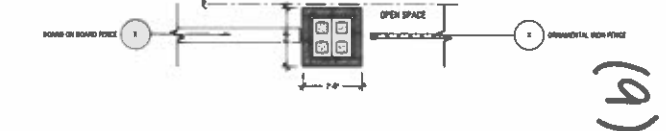
# EXHIBIT C - LANDSCAPE PLAN

**NOTE:**  
 THESE DETAILS (INSERT DETAIL LETTER(S)) ARE INTENDED TO SHOW DESIGN INTENT ONLY. THE CONTRACTOR SHALL PREPARE SHOP DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER, LICENSED TO PRACTICE IN THE STATE OF TEXAS, FOR REVIEW AND APPROVAL BY THE LANDSCAPE ARCHITECT, PRIOR TO ANY FABRICATION AND/OR CONSTRUCTION.

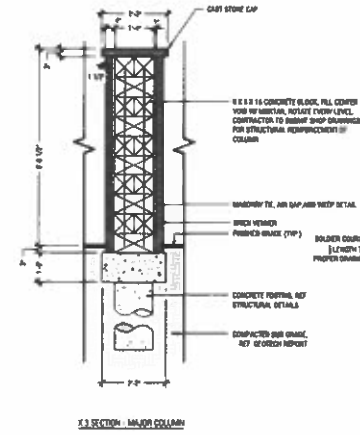
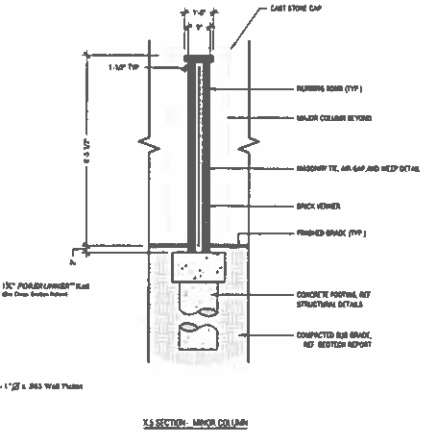
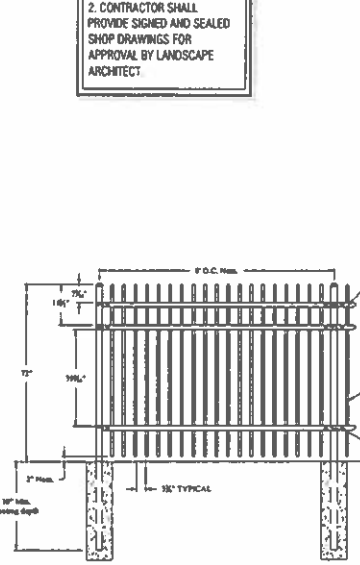
**NOTE:**  
 1. STRUCTURAL ENGINEERING BY OTHERS.  
 2. CONTRACTOR SHALL PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT.



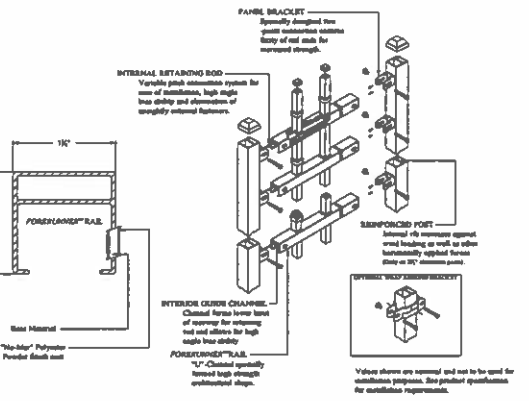
**X1 ELEVATION: THIN WALL AND THIN WALL COLUMN**  
**BRICK THIN WALL AND COLUMN DETAILS**  
 Scale: 1/2" = 1'-0"



**X1 ELEVATION**  
**6" BOARD ON BOARD FENCE COLUMN**  
 Scale: 1/2" = 1'-0"



**X4 SECTION: MINOR COLUMN**  
**X5 SECTION: MAJOR COLUMN**  
**X6 SECTION: MAJOR COLUMN**



**6" ORNAMENTAL METAL FENCE**  
 Scale: 1/2" = 1'-0"

**Kimley»Horn**  
 CONSULTING ENGINEERS AND ARCHITECTS  
 6140 UNIVERSITY PARKWAY, SUITE 100  
 HOUSTON, TEXAS 77057  
 PHONE: 281-240-3600  
 WWW.KIMLEY-HORN.COM

DATE PROJECT: 08/17/2023  
 DRAWN BY: J.S. SHOWN  
 CHECKED BY: J.S. SHOWN  
 SCALE: AS SHOWN

**FENCE DETAILS**

**EXHIBIT**

**EXHIBIT C**  
 SHEET NUMBER  
**LH 3.01**

**EXHIBIT D - ELEVATION/FACADE PLAN**



**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

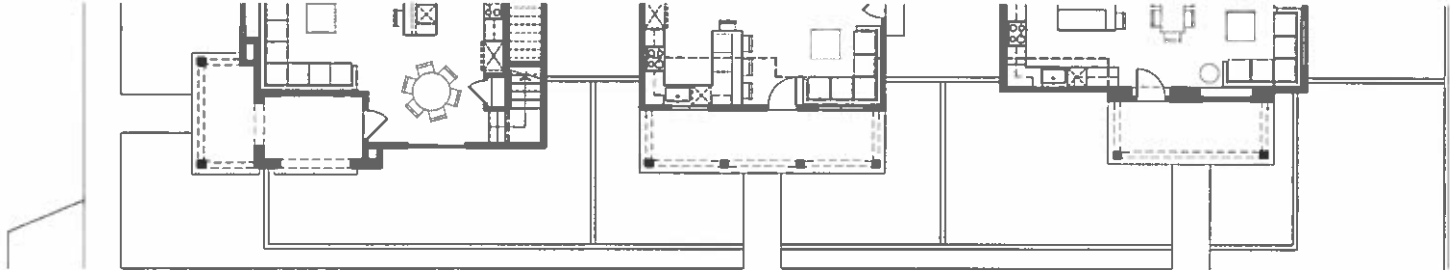
ROBERT H. HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED.

**SFD PRODUCT 1  
CONCEPTUAL RENDERING**

(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



PLAN 3C

PLAN 1A

PLAN 2B

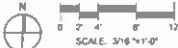
**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**  
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

ROBERT HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED.

**SFD PRODUCT 1  
STREETSCENE**

(9)



**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT

- SW 7005 "PURE WHITE"
- MILGARD "BRONZE"
- CUSTOM SIX METALS "WEATHERED COPPER"
- SW 7055 "ENDURING BRONZE"
- SW 7020 "BLACK POX"
- SW 7074 "CYBERSPACE"
- SW 7003 "PURE WHITE"



LEFT



REAR

PLAN 1A	
WALL MATERIAL	%
HARDIE PLANK SIDING	86
BRICK	14
TOTAL WALL AREA	100

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

COURTESY RHEAF ARCHITECTS © 2025. ALL RIGHTS RESERVED.

(9)



**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**

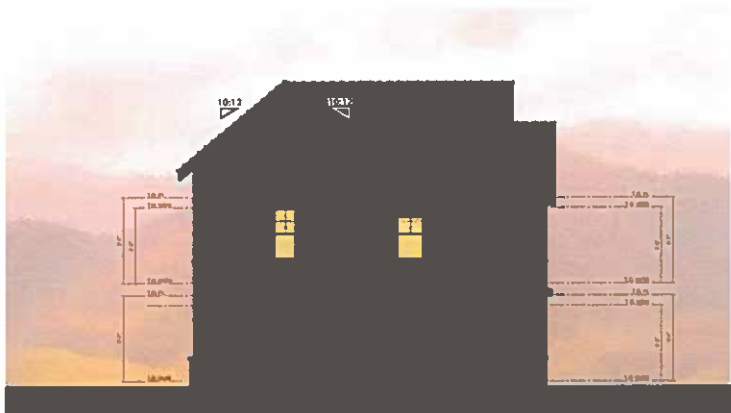


RIGHT



FRONT

- SW 6166 "ECLIPSE"
- GAF ROOFING, TIMBERLINE HOE "WEATHERED WOOD"
- SW 7674 "PEPPERCORN"
- MILGARD "BRONZE"
- CUSTOM BILT METALS "MIDNIGHT BRONZE"
- SW 7085 "PURE WHITE"
- SW 7055 "ENDURING BRONZE"
- SW 7033 "BRAINSTORM BRONZE"
- SW 6166 "ECLIPSE"



LEFT



REAR

PLAN 2B	
WALL MATERIAL	%
HARDIE PLANK SIDING	86
BRICK	14
TOTAL WALL AREA	100

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

ROBERT HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED



(b)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN



RIGHT



FRONT

- GAF ROOFING, TIMBERLINE HDZ "MISSION BROWN"
- SW 7002 "SNOB WHITE"
- MILGARD "BRONZE"
- SW 7304 "KEYSTONE GRAY"
- CUSTOM BILT METALS "BASKET"
- SW 7346 "HER"



LEFT



REAR

PLAN 3C	
WALL MATERIAL	%
HARDIE PLANK SIDING	34
BRICK	66
TOTAL WALL AREA	100

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

ROBERT H. HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED.

SFD PRODUCT 1  
PLAN 3C ELEVATIONS

(b)



R H A  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

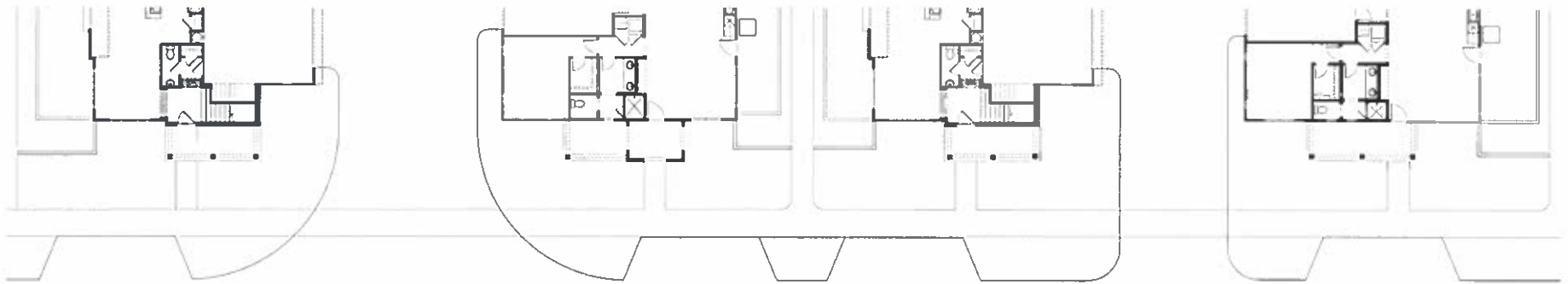
ROBERT M. HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED.

**DUPLEX PRODUCT 2  
CONCEPTUAL RENDERING**

(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



BUILDING 2B

BUILDING 1C

BUILDING 1D

BUILDING 2C

**EXHIBIT D - ELEVATION/FACADE PLAN**



**WAXAHACHIE SITE**  
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**DUPLEX PRODUCT 2  
STREETSCENE**

(9)



**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

BUILDING 1B	
WALL MATERIAL	%
HARDIE PLANK SIDING	56
BRICK	44
TOTAL WALL AREA	100

**DUPLEX PRODUCT 2  
BUILDING 1B**

(9)



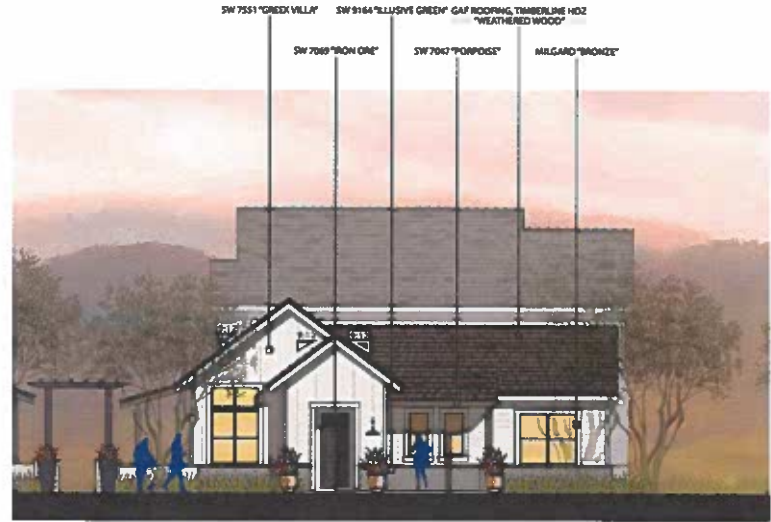
**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT

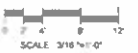


REAR

BUILDING 1C	
WALL MATERIAL	%
HARDIE PLANK SIDING	56
BRICK	44
TOTAL WALL AREA	100

**DUPLEX PRODUCT 2  
BUILDING 1C**

(b)



**R H A**  
ROBERT HIDEY ARCHITECTS  
23076 04 04/23/2025  
10

**WAXAHACHIE SITE**  
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

BUILDING_1D	
WALL MATERIAL	%
HARDIE PLANK SIDING	56
BRICK	44
TOTAL WALL AREA	100

**DUPLEX PRODUCT 2  
BUILDING 1D**



(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**WAXAHACHIE SITE**  
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**EXHIBIT D - ELEVATION/FACADE PLAN**



**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

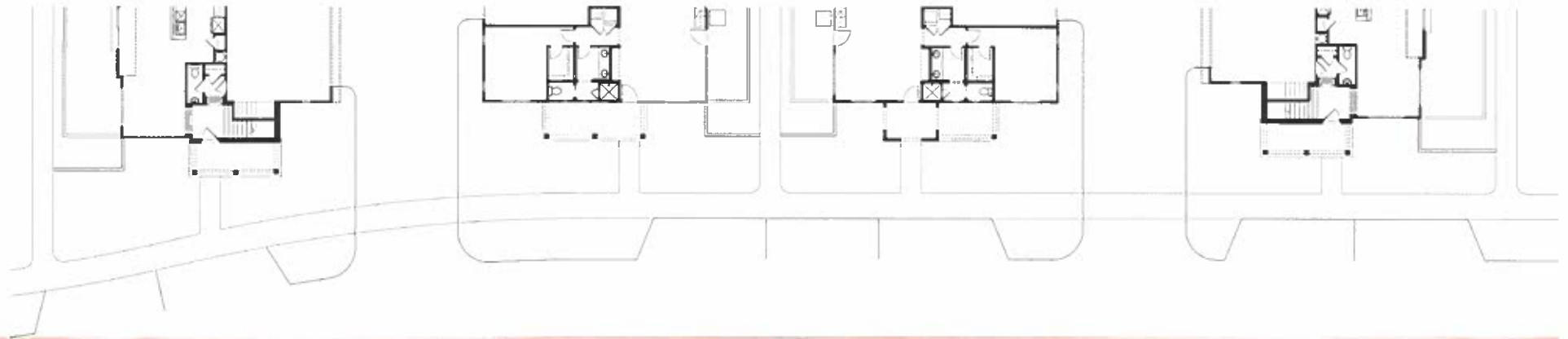
ROBERT H. HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED

**DUPLEX PRODUCT 2  
CONCEPTUAL RENDERING**

(b)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN



BUILDING 2A

BUILDING 1B

BUILDING 2D

BUILDING 1C

EXHIBIT D - ELEVATION/FACADE PLAN



WAXAHACHIE SITE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

ROBERT HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED

DUPLEX - PRODUCT 2  
STREETSCENE

(9)



R H A  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

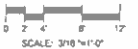
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

COURTNEY HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED.

BUILDING 2B	
WALL MATERIAL	%
HARDIE PLANK SIDING	86
BRICK	14
TOTAL WALL AREA	100

**DUPLEX PRODUCT 2  
BUILDING 2B**

(b)



**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

BUILDING 2C	
WALL MATERIAL	%
HARDIE PLANK SIDING	86
BRICK	14
TOTAL WALL AREA	100

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**DUPLEX PRODUCT 2  
BUILDING 2C**



(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

BUILDING 2D	
WALL MATERIAL	%
HARDIE PLANK SIDING	86
BRICK	14
TOTAL WALL AREA	100

**DUPLEX PRODUCT 2  
BUILDING 2D**



(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**EXHIBIT D - ELEVATION/FACADE PLAN**



**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

COURTNEY HIDEY ARCHITECTS, INC. © 2024. ALL RIGHTS RESERVED

**TOWNHOUSE - PRODUCT 3  
CONCEPTUAL RENDERING**

(b)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

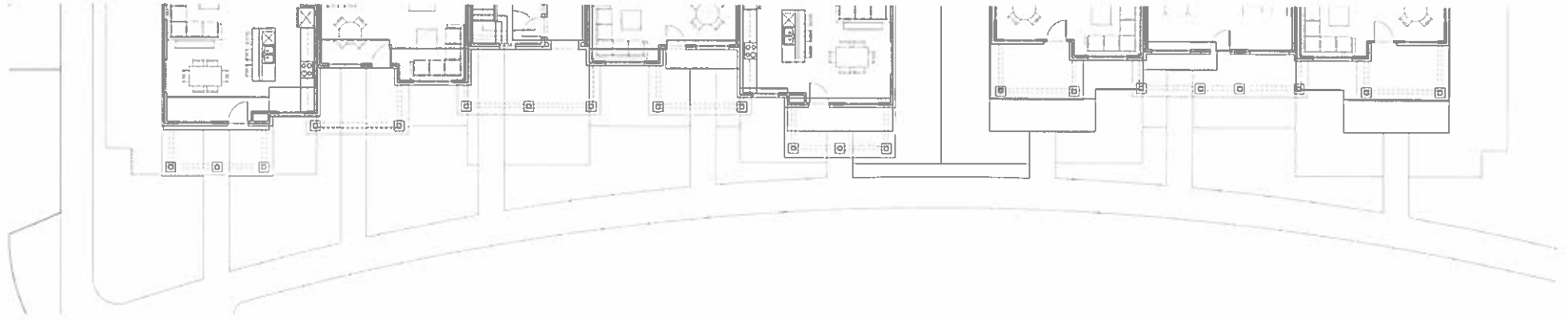
ROBERT HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED

**TOWNHOUSE - PRODUCT 3  
CONCEPTUAL RENDERING**

(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



**EXHIBIT D - ELEVATION/FACADE PLAN**

BUILDING 5

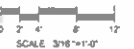
BUILDING 3



**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**TOWNHOUSE - PRODUCT 3  
STREETSCENE**



SCALE 3/16"=1'-0"

(b)

**R H A**

ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

ROBERT H. HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED.

BUILDING 3	
WALL MATERIAL	%
HARDIE PLANK SIDING	76
BRICK	24
TOTAL WALL AREA	100

**TOWNHOUSE - PRODUCT 3**  
BUILDING 3 ELEVATIONS



(b)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

BUILDING 4	
WALL MATERIAL	%
HARDIE PLANK SIDING	76
BRICK	24
TOTAL WALL AREA	100

**TOWNHOUSE - PRODUCT 3**  
**BUILDING 4A ELEVATIONS**



(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

©2025 RHA ARCHITECTS, P.C. ALL RIGHTS RESERVED

BUILDING 4	
WALL MATERIAL	%
HARDIE PLANK SIDING	76
BRICK	24
TOTAL WALL AREA	100

**TOWNHOUSE - PRODUCT 3**  
**BUILDING 4B ELEVATIONS**



(9)

**RHA**  
ROBERT HIDEY ARCHITECTS  
23076 04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

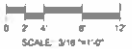
**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

BUILDING 5	
WALL MATERIAL	%
HARDIE PLANK SIDING	75
BRICK	25
TOTAL WALL AREA	100

**TOWNHOUSE - PRODUCT 3**  
**BUILDING 5A ELEVATIONS**



(a)

**RHA**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

ROBERT H. HEYD ARCHITECTS, INC. © 2022. ALL RIGHTS RESERVED.

BUILDING 5	
WALL MATERIAL	%
HARDIE PLANK SIDING	75
BRICK	25
TOTAL WALL AREA	100

**TOWNHOUSE - PRODUCT 3**  
**BUILDING 5B ELEVATIONS**



(b)

**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

ROBERT HIDEY ARCHITECTS, INC. © 2025. ALL RIGHTS RESERVED.

BUILDING 6	
WALL MATERIAL	%
HARDIE PLANK SIDING	77
BRICK	23
TOTAL WALL AREA	100

**TOWNHOUSE - PRODUCT 3**  
**BUILDING 6A ELEVATIONS**



(9)

**R H A**  
ROBERT HIDEY ARCHITECTS  
2307604 04/23/2025

**EXHIBIT D - ELEVATION/FACADE PLAN**



RIGHT



FRONT



LEFT



REAR

**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

BUILDING 6	
WALL MATERIAL	%
HARDIE PLANK SIDING	77
BRICK	23
TOTAL WALL AREA	100

**TOWNHOUSE - PRODUCT 3**  
BUILDING 6B ELEVATIONS



(a)

**EXHIBIT D - ELEVATION/FACADE PLAN**



**EXHIBIT D - ELEVATION/FACADE PLAN**

**WAXAHACHIE SITE**

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

(b)

(9)

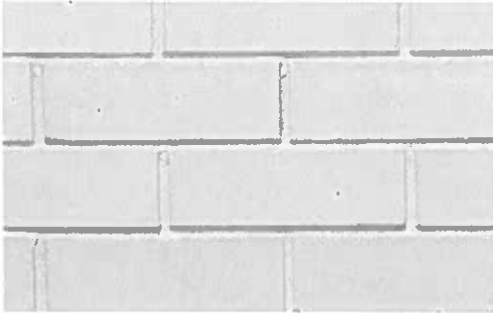
BODY COLOR 1  
SW 7757 "HIGH REFLECTIVE WHITE"



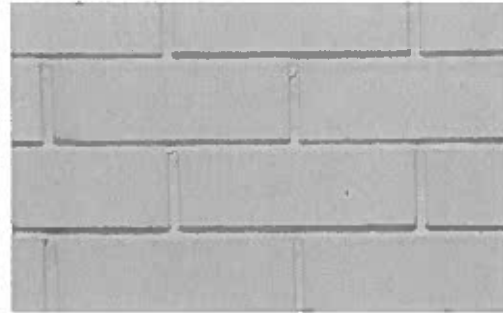
BODY COLOR 2  
SW 7036 "ACCESSIBLE BEIGE"



PAINTED BRICK 1  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7757 "HIGH REFLECTIVE WHITE"



PAINTED BRICK 2  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7036 "ACCESSIBLE BEIGE"



PATIO FASCIA AND POSTS  
SW 7026 "GRIFFIN"



FRONT DOOR  
SW 7041 "VAN DYKE BROWN"



WINDOW TRIM  
MILGARD "BRONZE" OR SIMILAR



COMPOSITE ROOF  
GAF ROOFING, TIMBERLINE HDZ "MISSION BROWN"



METAL ROOF  
CUSTOM BILT METALS "MUSKET" OR SIMILAR



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

SCHEME 1  
SINGLE FAMILY ELEVATIONS

NOTE: DIGITAL COLORS MAY VARY FROM ACTUAL PAINT COLORS. PLEASE REFER TO PHYSICAL PAINT CHIPS FOR ACCURATE COLOR MATCHING.

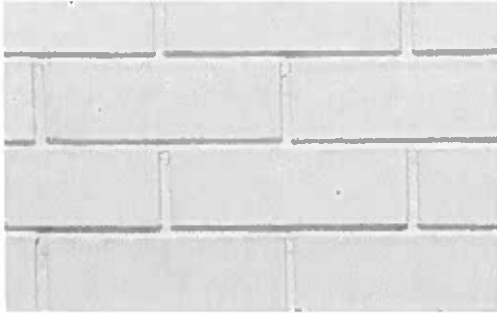
BODY COLOR 1  
SW 7005 "PURE WHITE"



BODY COLOR 2  
SW 7076 "CYBERSPACE"



PAINTED BRICK 1  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7005 "PURE WHITE"



PAINTED BRICK 2  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7076 "CYBERSPACE"



PATIO FASCIA AND POSTS  
SW 7055 "ENDURING BRONZE"



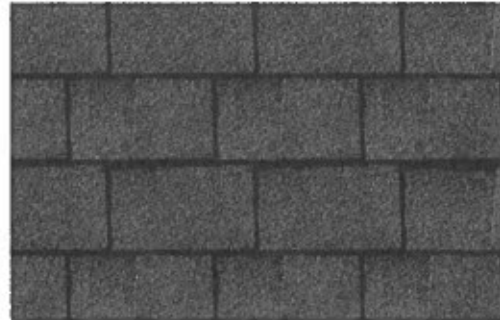
FRONT DOOR  
SW 7020 "BLACK FOX"



WINDOW TRIM  
MILGARD "BRONZE" OR SIMILAR



COMPOSITE ROOF  
GAF ROOFING, TIMBERLINE HDZ "BARKWOOD"



METAL ROOF  
CUSTOM BILT METALS "WEATHERED COPPER" OR SIMILAR



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

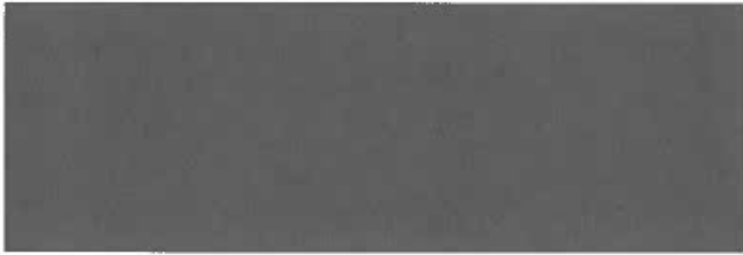
SCHEME 2  
SINGLE FAMILY ELEVATIONS

NOTE: DIGITAL COLORS MAY VARY FROM ACTUAL PAINT COLORS. PLEASE REFER TO  
PHYSICAL PAINT CHIPS FOR ACCURATE COLOR MATCHING.

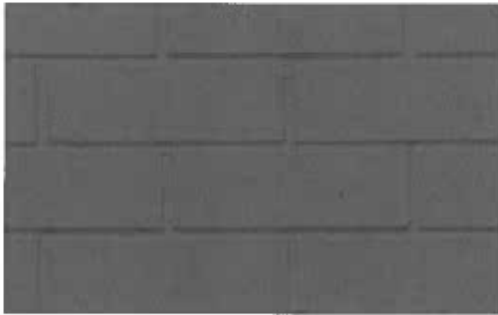
BODY COLOR 1  
SW 6166 "ECLIPSE"



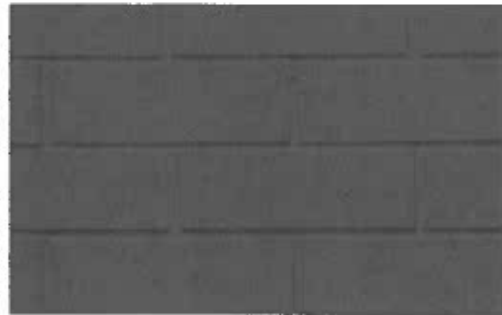
BODY COLOR 2  
SW 7674 "PEPPERCORN"



PAINTED BRICK 1  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 6166 "ECLIPSE"



PAINTED BRICK 2  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7674 "PEPPERCORN"



PATIO FASCIA AND POSTS  
SW 7033 "BRAINSTORM BRONZE"



COMPOSITE ROOF  
GAF ROOFING, TIMBERLINE HDZ "WEATHERED WOOD"



FRONT DOOR  
SW 7055 "ENDURING BRONZE"



WINDOW TRIM  
MILGARD "BRONZE" OR SIMILAR



METAL ROOF  
CUSTOM BILT METALS "MIDNIGHT BRONZE" OR SIMILAR



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

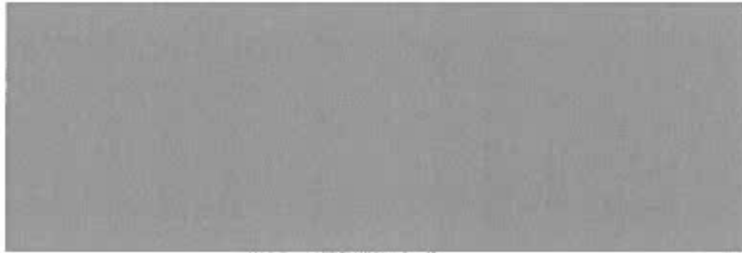
SCHEME 3  
SINGLE FAMILY ELEVATIONS

NOTE: DIGITAL COLORS MAY VARY FROM ACTUAL PAINT COLORS. PLEASE REFER TO  
PHYSICAL PAINT CHIPS FOR ACCURATE COLOR MATCHING.

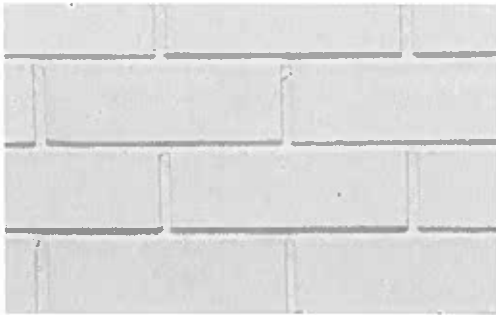
BODY COLOR 1  
SW 7551 "GREEK VILLA"



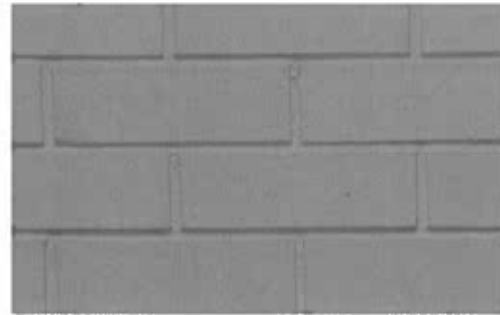
BODY COLOR 2  
SW 9164 "ILLUSIVE GREEN"



PAINTED BRICK 1  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7551 "GREEK VILLA"



PAINTED BRICK 2  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 9164 "ILLUSIVE GREEN"



PATIO FASCIA AND POSTS  
SW 7047 "PORPOISE"



FRONT DOOR  
SW 7069 "IRON ORE"



WINDOW TRIM  
MILGARD "BRONZE" OR SIMILAR



COMPOSITE ROOF  
GAF ROOFING, TIMBERLINE HDZ "WEATHERED WOOD"



METAL ROOF  
CUSTOM BILT METALS "MUSKET" OR SIMILAR



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

SCHEME 4  
DUPLEX ELEVATIONS

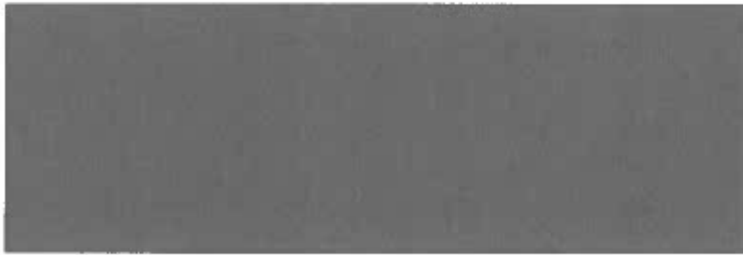
NOTE: DIGITAL COLORS MAY VARY FROM ACTUAL PAINT COLORS. PLEASE REFER TO  
PHYSICAL PAINT CHIPS FOR ACCURATE COLOR MATCHING.

(9)

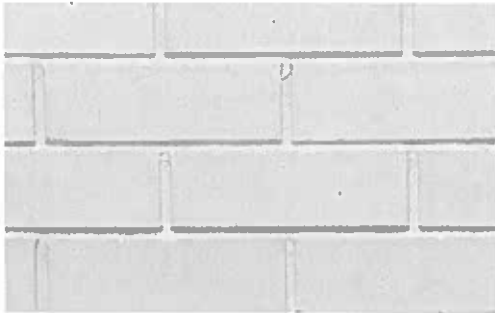
BODY COLOR 1  
SW 7005 "PURE WHITE"



BODY COLOR 2  
SW 6187 "ROSEMARY"



PAINTED BRICK 1  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7005 "PURE WHITE"



PAINTED BRICK 2  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 6187 "ROSEMARY"



PATIO FASCIA AND POSTS  
SW 7069 "IRON ORE"



COMPOSITE ROOF  
GAF ROOFING, TIMBERLINE HDZ "CHARCOAL"



FRONT DOOR  
SW 6174 "ANDIRON"



WINDOW TRIM  
MILGARD "BRONZE" OR SIMILAR



METAL ROOF  
CUSTOM BILT METALS "MIDNIGHT BRONZE" OR SIMILAR



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

SCHEME 5  
DUPLIX ELEVATIONS

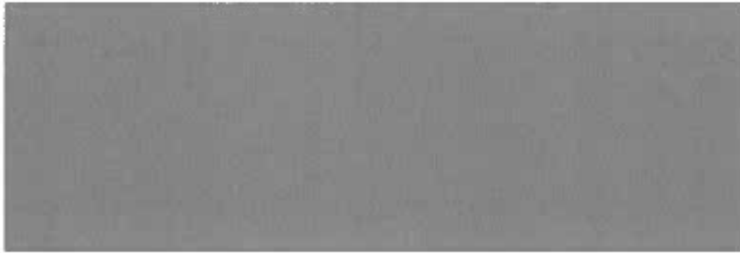
NOTE: DIGITAL COLORS MAY VARY FROM ACTUAL PAINT COLORS. PLEASE REFER TO  
PHYSICAL PAINT CHIPS FOR ACCURATE COLOR MATCHING.

(9)

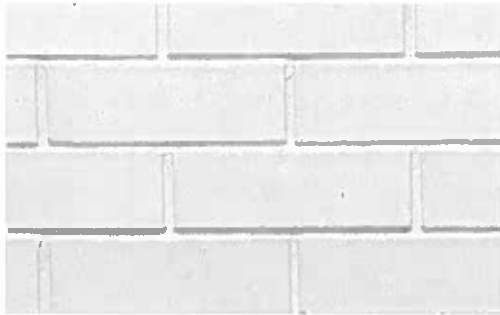
BODY COLOR 1  
SW 7009 "PEARLY WHITE"



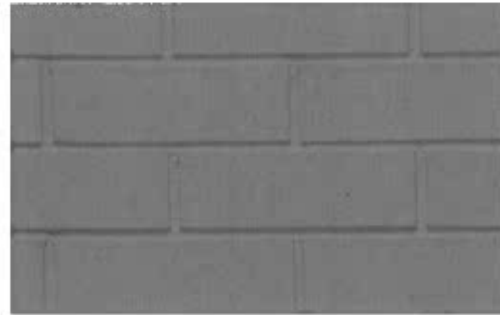
BODY COLOR 2  
SW 7067 "CITYSCAPE"



PAINTED BRICK 1  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7009 "PEARLY WHITE"



PAINTED BRICK 2  
ACME BRICK, KING SIZE, SMOOTH TEXTURE  
SW 7067 "CITYSCAPE"



PATIO FASCIA AND POSTS  
SW 7040 "SMOKEHOUSE"



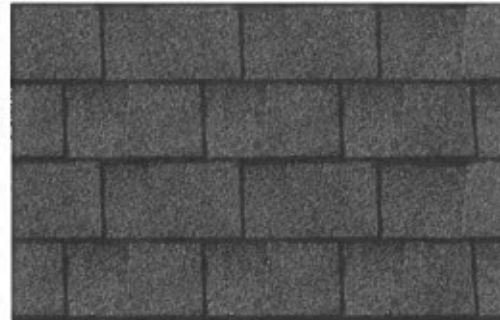
FRONT DOOR  
SW 7675 "SEALSKIN"



WINDOW TRIM  
MILGARD "BRONZE" OR SIMILAR



COMPOSITE ROOF  
GAF ROOFING, TIMBERLINE HDZ "BARKWOOD"



METAL ROOF  
CUSTOM BILT METALS "WEATHERED COPPER" OR SIMILAR



EXHIBIT D - ELEVATION/FACADE PLAN

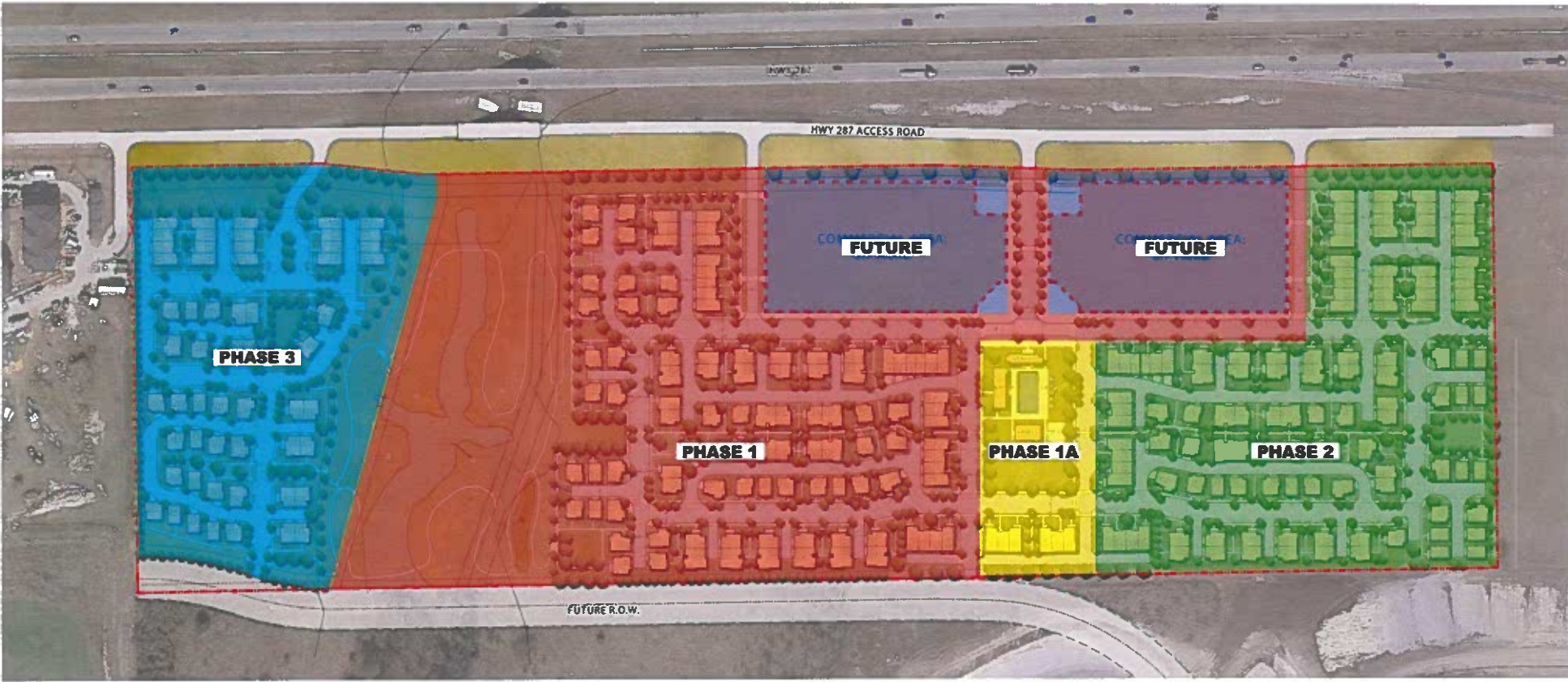
WAXAHACHIE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

SCHEME 6  
TOWNHOME ELEVATIONS

NOTE: DIGITAL COLORS MAY VARY FROM ACTUAL PAINT COLORS. PLEASE REFER TO PHYSICAL PAINT CHIPS FOR ACCURATE COLOR MATCHING.

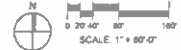
**EXHIBIT E - PHASING PLAN**



(b)

**PHASING PLAN**

**WAXAHACHIE SITE**  
WAXAHACHIE, TEXAS  
PD SUBMITTAL #03



**R H A**  
ROBERT HIDEY ARCHITECTS  
23076.04 04/23/2025

COURTESY OF RREAF COMMUNITIES, INC. © 2025. ALL RIGHTS RESERVED.

# EXHIBIT F - SITE RENDERINGS



EXHIBIT D - ELEVATION/FACADE PLAN

## WAXAHACHIE SITE

WAXAHACHIE, TEXAS  
PD SUBMITTAL #03

**EXHIBIT F - SITE RENDERINGS**



STATE OF TEXAS

§  
§  
§

**DEVELOPMENT AGREEMENT FOR  
WAXAHACHIE 49 AC**

COUNTY OF ELLIS

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the City of Waxahachie, Texas ("City"), and B&T Realty Services Inc. ("Developer") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

**WHEREAS**, the City is a home-rule municipal corporation, located in Ellis County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Developer is developing in the City multi-family and commercial uses on approximately 49.352 acres of land generally located directly east of 2050 Conquest Boulevard, Parcel Numbers 191630 & 191636 in the City (the "Property"), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the City Council on or about October, 2025, when the City Council approved a Planned Development-Multi-Family-2 and Planned Development-Commercial zoning for the Property, contained in Ordinance No. [REDACTED], and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

**1. Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the elevations and building materials requirements contained in Exhibit B, attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the City, previously or in the future.

**2. Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of City Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable City ordinances and building/construction codes. Further, Developer shall plat the Property prior to the submission of any applications for any building permit.

4. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated to the City pursuant to this Agreement, including but not limited to any dedication of right-of-way along Boulder Lane and US Highway 287 Bypass, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), including any utility and/or access easements, relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

5. **Exactions/Infrastructure Costs.** Both the City and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the City's rights under Texas and federal law. Developer and the City hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

7. **Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Ellis County, Texas.

8. **Notice**. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City:               The City of Waxahachie  
408 S. Rogers Street  
Waxahachie, Texas 75165  
Attention: City Manager

If to Developer:           B&T Realty Services Inc.  
8200 Boat Club Road, Ste. 100,  
Fort Worth, TX 76179  
Attention: Jared Baker

9. **Prevailing Party**. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

10. **Entire Agreement**. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

11. **Savings/Severability**. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12. **Binding Agreement**. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. **Authority to Execute**. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The City warrants and represents

that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

**14. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Ellis County, Texas.

**15. Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

**16. Notification of Sale or Transfer; Assignment of Agreement.** Except with respect to a sale or transfer to a related entity of Developer, Developer shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Developer, a copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**17. Sovereign Immunity.** The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**18. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) 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

(10)

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.

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

**20. Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

**21. Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

**22. Waiver of Texas Government Code § 3000.001 et seq.** With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

**23. 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.

**IN WITNESS WHEREOF,** the parties hereto have caused this document to be executed as of the date referenced herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

(10)

**CITY:**

**THE CITY OF WAXAHACHIE, TEXAS**

By: \_\_\_\_\_  
Name: Ricky Boyd  
Title: Interim City Manager

**STATE OF TEXAS        )**  
**)**  
**COUNTY OF ELLIS        )**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by Michael Scott, City Manager of the City of Waxahachie, Texas, on behalf of the City of Waxahachie, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_

(10)

**DEVELOPER:**

**B&T Realty Services Inc., a Texas  
(corporation)**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 202\_\_, by \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, known to be the person whose name is subscribed to the foregoing instrument, and that he/she executed the same on behalf of and as the act of Developer.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

(10)

**EXHIBIT A**

**(Property Legal Description)**

Property Description: Ellis County Appraisal District Parcel Numbers 191630 & 191636.

(10)

**EXHIBIT B**

**(Building Materials/Elevations)**

# Planning & Zoning Department (11)

## Zoning Staff Report

Case: ZDC-174-2024



### MEETING DATE(S)

Planning & Zoning Commission: August 12, 2025  
City Council: October 20, 2025

### CAPTION

**Public Hearing** on a request by Marisa Brewer, McAdams, for a **Zoning Change** from a Planned Development – Commercial (PD-5-C) zoning district to Planned Development Multi-Family-1 (PD-MF-1) zoning district located at 501 Houston Street (Property ID 189345 – Owner(s): Skanda Investments, LLC and Masina Investments, LLC (ZDC-174-2024)

### RECOMMENDED MOTION

*"I move to approve ZDC-174-2024, a Zoning Change from a Planned Development – Commercial (PD-5-C) to Planned Development – Multifamily-1 (PD-MF-1), subject to the conditions of the staff report, authorizing the Mayor and/or Interim City Manager to execute all documents accordingly."*

### ACTION SINCE THE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on July 15, 2025, the Commission voted 5-0 to recommend continuing case number ZDC-174-2024 to the Planning & Zoning Commission Meeting on August 12, 2025. At the Planning & Zoning Commission meeting held on August 12, 2025, the Commission voted 5-0 recommending approval subject to the staff report and to include the following items as part of the conditions to be submitted for staff review before the City Council meeting on September 2, 2025:

#### Planning & Zoning Commission Conditions:

1. The Applicant shall remove the proposed tables on the site plan and add additional playground equipment and fencing around the amenities area. Then submit an updated site plan to Staff prior to the City Council meeting.
2. The Applicant shall add a shaded structure for the playground equipment proposed in this development.
3. The Applicant shall submit a lighting and/or photometric plan with this application request, and shall adhere to Section 6.03 of the City of Waxahachie Zoning Ordinance prior to the City Council meeting.

The Applicant has since submitted an updated site plan, landscape plan, and a rendering reflecting the changes recommended by the Planning and Zoning Commission.

At the City Council meeting held on September 2, 2025, the City Council voted 5-0 to continue case number ZDC-174-2024 to the City Council meeting on October 20, 2025, to provide additional architectural features highlighting each unit for this development and add a dumpster enclosure to the existing portion of this development.

The Applicant has since submitted updated elevations providing a total of three variations of the four (4) unit buildings.

(11)

**APPLICANT REQUEST**

The Applicant requests a Zoning Change from a Planned Development – Commercial (PD-5-C) zoning district to Planned Development – Multi-Family-1 (PD-MF-1) zoning district to allow for a multi-family development with a total of fifty-nine (59) units on 5.87 acres.

**CASE INFORMATION**

*Applicant:* Marisa Brewer, McAdams

*Property Owner(s):* Skanda Investments, LLC and Masina Investments, LLC

*Site Acreage:* 5.87 acres

*Current Zoning:* Planned Development – Commercial (PD-5-C)

*Requested Zoning:* Planned Development – Multi-Family-1 (PD-MF-1)

**SUBJECT PROPERTY**

*General Location:* Generally located at 501 Houston Street

*Parcel ID Number(s):* 189345

*Existing Use:* The subject property is currently undeveloped.

*Development History:* The subject property is not currently platted.

**Adjoining Zoning & Uses:**

Direction	Zoning	Current Use
North	PD-5-C	Heritage Square Townhomes Phase 1
East	PD-5-C	Undeveloped Land
South	SF-2	Single-Family Residences
West	PD-5-C	Northtown Village Apartments

*Future Land Use Plan:* Mixed-Use Neighborhood

*Comprehensive Plan:* A mixed-use neighborhood harkens back to the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and very importantly, a mix of uses. This mixing of activities and uses allow the area to adapt and change over time to suit the needs of its inhabitants. Though it is not imperative for uses to always be mixed within the same building, it is important to note that large monolithic developments with near exclusive uses such as large multiplex apartments or retail centers with large land area being devoted to automobile parking do not suit mixed-use neighborhoods. Mixed-use neighborhoods are places where residents can live, work and play and are primarily accessible by foot. Given the various housing typologies encouraged in this placetype, it is essential to make sure residential uses appropriately transition from one another based on the housing typology.

**Thoroughfare Plan:**

The primary access to the subject property is from Houston Street.

(11)

**Site Image:**



### **PLANNING ANALYSIS**

#### **Proposed Use:**

The applicant proposes a Planned Development to allow for a townhome style multi-family development with a total of fifty-nine (59) units on 5.87 acres. This results in a density of 10.05 dwelling units per acre (DUA); which is below the maximum density of eighteen (18) DUA that is allowed by right per the base zoning district of Multi-Family-1 (MF-1). The proposed development will not be subdivided into separate platted lots and will be developed on one lot, similar to a multi-family apartment development. The existing Phase 1 and proposed Phase 2 are currently owned by the same entities with the possibility of being owned by different entities after the subject property has been platted.

The applicant proposes a total of eleven (11) buildings with this PD. Each building will house between 4-8 townhome-style units, with 1-3 bedrooms per unit. A total of fifteen (15) 1-bedroom units, thirty-five (35) 2-bedrooms units, and nine (9) 3-bedrooms units, totaling fifty-nine (59) units, is proposed for this development. The buildings have a proposed maximum height of two-stories and are situated approximately 95' from the southern boundary that is adjacent to an existing residential subdivision (Northgate Two Addition). The proposed development includes a rear entry-attached garage for each unit with the remaining required parking to be parallel along the primary drive aisles. The applicant is not proposing any front entry garages with this development. The proposed parking does exceed the minimum total parking requirement (99 spaces) and minimum attached garage requirement (105 spaces) for a multi-family development of this size.

#### **Proposed Elevations**

The applicant has provided a set of proposed exterior elevations for the multi-family development with this PD. Renderings of each building type are included in the Building Materials/Elevations Plan. The facades feature primarily stone with accents of brick and Hardie board planks utilized in various areas of each building to create some uniqueness to define each unit. Notably, all proposed structures utilize the same elevation. The renderings below can be referenced for a look at the proposed front façade and building materials.

(11)



ASPHALT ROOF SHINGLES - SHADOW GREY



CEDAR COLUMN



SMOOTH SURFACE FIBER CEMENT PANEL  
DIMS. w/ TRIM COLOR LIGHT GRAY



GUTTERS AND DOWNSPOUTS - DARK GRAY



MASONRY VENEER - CREAM



STANDING SEAM METAL ROOF - ZINC GREY



VINYL WINDOWS - BLACK



THIN BRICK VENEER - BLACK



MASONRY VENEER - GRAY

(11)

Amenities & Open Space:

The applicant proposes to provide amenities such as playground equipment, a pickleball court, and picnic tables to be located in the center of the development, as shown on the Site Plan (Exhibit C). In addition, the applicant proposes open space throughout the development with internal pedestrian sidewalks. Staff recommends that the proposed playground come equipped with a minimum of five (5) play elements. Staff has also included a recommended condition of approval for the PD request that requires these central amenities to be installed prior to the issuance of the Certificate of Occupancy of the first building on the subject property.

Landscaping:

The applicant has provided a Landscape Plan (Exhibit D) for the proposed development. The proposed landscaping does meet the minimum requirements of the City of Waxahachie Zoning Ordinance. The applicant is proposing to install part of the required landscape in front of each unit. The applicant is proposing to provide trees along the southern boundary line to serve as a buffer between the proposed development and Northgate Two Addition (residential subdivision).

Access:

The subject property is accessed from Johnston Boulevard, and Houston Street through mutual access easement with the existing development located to the north of the subject property, Heritage Square Townhomes Phase 1. The applicant proposes to dedicate a mutual access easement along the northern and eastern boundaries of the subject property by separate instrument. The applicant confirmed that they will file the mutual access easement prior to the plat application submittal.

Screening:

The subject property is adjacent to an existing residential subdivision located south of the subject property, the Northgate Two Addition. Therefore, the applicant is proposing a 6' masonry screening wall, as required by the Waxahachie Zoning Ordinance. The applicant had previously coordinated a meeting with the adjacent property owners to communicate what the proposed development entails, and has stated that they will be reaching out to them regarding installation of the screening wall, should the property owner proceed with this development.

Comprehensive Plan:

The subject property is identified by the 2023 Comprehensive Plan under the Mixed-Use Neighborhood placetype. Though the proposed development does not provide the mixing of activities, the use does provide a buffer between a dense multi-family development and a less dense traditional single-family neighborhood due to the proposed density for the development of 10.19 DUA. This type of density transition and the diversity of housing is consistent with the goals of the Mixed-Use Neighborhood placetype.

Staff Concern(s):

Lighting:

The Applicant has provided a photometric plan that does not reflect the proposed lighting located in the central amenity area of the development. The Development Standards state that lighting around amenity center shall be provided and have an override shut off at 10:00 P.M. However, there are some hours of the day when the sun sets early during the fall and wintertime, and the lights located on the private drives and amenities area will be lit simultaneously. This may cause a nuisance to the tenants occupying the units directly across the alley and private drive and adjacent to the area. Staff recommends for the Applicant to comply with Section 6.03 of the City of Waxahachie Zoning Ordinance to prevent any lighting and glare nuisance that may cause to the tenants who will be occupying the rental units directly adjacent to the amenities area.

(11)

Elevations:

The Applicant has provided updated elevations reflecting minor changes that include a total of three (3) variations of the four-unit buildings. Otherwise, comments from the City Council for the Applicant to provide uniqueness to each unit were not addressed.

**PUBLIC NOTIFICATIONS**

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 35 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun, and a sign was visibly posted at the property. At the time of the publishing of this staff report, no letters of support and four (4) letters of opposition to the request have been received by staff.

**RECOMMENDATION**

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the PD request; subject to the conditions noted below.

Conditions:

1. The subject property shall be platted prior to the approval and issuance of all building permits.
2. The Applicant shall provide an updated metes and bounds to the subject property.
3. The Applicant shall add the existing pool of Phase 1 to the amenities list to the Development Standards, and resubmit the updated Development Standards.
4. The Applicant shall use fencing that is equivalent to or better than Ameristar Fence Wireworks.
5. The amenities for this development, including playground equipment with a minimum of 5 play stations, and pickleball court shall be installed, inspected, and accepted by the City prior to the approval and issuance of a Certificate of Occupancy (CO) for the first building on the subject property.
6. The Applicant shall provide Staff an updated Photometric Plan reflecting the proposed lighting fixtures and its illumination for the subject property, entirely. The updated Photometric Plan shall demonstrate that the Applicant is in compliance with Section 6.03 of the City of Waxahachie Zoning Ordinance.
7. The Property Owner shall provide a permanent irrigation system for all required landscape areas as shown on Exhibit D – Landscape Plan and maintain the required landscaping at all times.
8. The Applicant shall submit an updated landscape plan to reflect the correct total of plant species used for this development.
9. All exterior construction materials, location of exterior construction materials, and percentage of exterior construction materials for each building in this development shall confirm with the Building Materials/Elevations Plan (Exhibit B).
10. The proposed landscaping shall be maintained by the property owner, including the fenced rear yards.
11. The Property Owner shall maintain the playground equipment and shaded structure to be in good condition and replaced in the event that the playground equipment and shaded structure get damaged.
12. The Applicant shall execute a mutually agreed upon development agreement shall be executed within thirty (30) calendar days of the approval of this PD request.
13. The Property Owner shall obtain all necessary permits from the City of Waxahachie Building & Community Services Department prior to construction on the subject property.

(11)

**ATTACHED EXHIBITS**

1. Public Notification Responses
2. Planned Development Ordinance
3. Development Agreement
4. Location Map – Exhibit A
5. Building Materials/Elevations Plan – Exhibit B
6. Site Plan – Exhibit C
7. Landscape Plan – Exhibit D
8. Open Space Plan – Exhibit E
9. Zoning Exhibit – Exhibit F
10. Planned Development Standards – Exhibit G
11. Photometric Plan – Exhibit H

**STAFF CONTACT INFORMATION**

*Prepared by:*

Oanh Vu

Senior Planner

[oanh.vu@waxahachie.com](mailto:oanh.vu@waxahachie.com)

*Reviewed by:*

Trenton Robertson, AICP

Senior Director of Planning

[trenton.robertson@waxahachie.com](mailto:trenton.robertson@waxahachie.com)

(11)



City of Waxahachie, Texas  
Notice of Public Hearing  
Case Number: ZDC-174-2024



**BARRON CYNTHIA & MICHAEL A**  
**200 BIG BEND BLVD**  
**WAXAHACHIE, TX 75165**

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, July 15, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, July 21, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Marisa Brewer, AICP, McAdams, for a **Zoning Change** from a Planned Development – Commercial (PD-5-C) zoning district to Planned Development Multi-Family-1 (PD-MF-1) zoning district located at 501 Houston Street (Property ID 189345 – Owner(s): Skanda Investments, LLC and Masina Investments, LLC (ZDC-174-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) for additional information on this request.

-----  
Case Number: ZDC-174-2024

City Reference: 174960

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on July 9, 2025 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Traffic has gone up in the residential area.  
Too close to owner backyard to have multiple homes out back

Cynthia & Michael Barron  
Signature

7/5/25  
Date

Cynthia & Michael Barron  
Printed Name and Title  
Homeowner

200 Big Bend Blvd.  
Address

**From:** Casey Anderson <caseylwaterman@gmail.com>  
**Sent:** Monday, July 7, 2025 8:39 PM  
**To:** Planning  
**Subject:** OPPOSE ZONING CHANGE CASE ZDC-174-2024  
**Attachments:** IMG\_1207.HEIC

Some people who received this message don't often get email from caseylwaterman@gmail.com. [Learn why this is important](#)

Dear Waxahachie Planning Department,

I am writing to formally oppose the proposed zoning change to allow multi-family development directly behind my home. This change poses serious concerns regarding increased traffic, safety, decreased property values, and disruption to the established character of our neighborhood. The reduction of privacy also poses an extreme concern.

I strongly urge the Planning District to reject this zoning change and preserve the integrity of our residential area. We have also attached our paper form for your review.

Sincerely,

Casey & Jared Anderson

202 Big Bend Blvd

Waxahachie, TX 75165



(11)

City of Waxahachie, Texas  
Notice of Public Hearing  
Case Number: **ZDC-174-2024**

**WATERMAN CASEY & JARED ANDERSON**  
202 Big Bend Blvd  
Waxahachie, TX 75165-1337

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, July 15, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, July 21, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Marisa Brewer, AICP, McAdams, for a **Zoning Change** from a Planned Development – Commercial (PD-5-C) zoning district to Planned Development Multi-Family-1 (PD-MF-1) zoning district located at 501 Houston Street (Property ID 189345 – Owner(s): Skanda Investments, LLC and Masina Investments, LLC (ZDC-174-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) for additional information on this request.

Case Number: **ZDC-174-2024**

City Reference: 174961

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **July 9, 2025** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

*This is a well established neighborhood. Putting apartments that close to our homes and backyards will reduce privacy and overall value of our home. Having people be able to look directly into our homes is not acceptable. Please think of the negatives this would bring, rather than just financial gain.*

*7-7-25*

Date

Signature *C And*

*Casey Waterman - Homeowner*  
Printed Name and Title

*202 Big Bend Blvd*  
Address *Waxahachie, TX 75165*



(11)

City of Waxahachie, Texas  
Notice of Public Hearing  
Case Number: ZDC-174-2024



**POPE DWAYNE D ETAL**  
**124 BIG BEND BLVD**  
**WAXAHACHIE, TX 75165-1321**

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, July 15, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, July 21, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Marisa Brewer, AICP, McAdams, for a **Zoning Change** from a Planned Development – Commercial (PD-5-C) zoning district to Planned Development Multi-Family-1 (PD-MF-1) zoning district located at 501 Houston Street (Property ID 189345 – Owner(s): Skanda Investments, LLC and Masina Investments, LLC (ZDC-174-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) for additional information on this request.

Case Number: ZDC-174-2024

City Reference: 174992

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **July 9, 2025** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Dwayne Pope  
Signature

7-8-25  
Date

DWAYNE POPE  
Printed Name and Title

124 BIG BEND  
Address



(11)

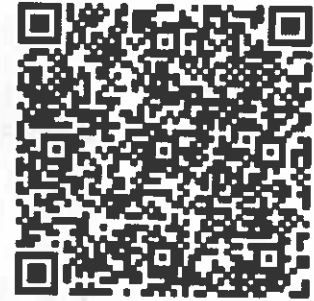
City of Waxahachie, Texas  
Notice of Public Hearing  
Case Number: ZDC-174-2024

MYERS CURTIS G & LORIE A  
301 BIG BEND BLVD  
WAXAHACHIE, TX 75165-1340

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, August 12, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Tuesday, September 2, 2025 at 7:00 p.m. in Meeting Rooms A & B at the Waxahachie Civic Center, 2000 Civic Center Ln, Waxahachie, Texas to consider the following:

Request by Marisa Brewer, AICP, McAdams, for a **Zoning Change** from a Planned Development – Commercial (PD-5-C) zoning district to Planned Development Multi-Family-1 (PD-MF-1) zoning district located at 501 Houston Street (Property ID 189345 – Owner(s): Skanda Investments, LLC and Masina Investments, LLC (ZDC-174-2024)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please scan the QR Code or contact the Planning Department at (469) 309-4290 or [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) for additional information on this request.



Scan for additional information.

Case Number: ZDC-174-2024

City Reference: 174942

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on August 6, 2025 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to [Planning@Waxahachie.com](mailto:Planning@Waxahachie.com) or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

Comments:

Lorie Myers  
Signature

7-28-2025  
Date

Lorie Myers - Home Owner  
Printed Name and Title

301 Big Bend Blvd  
Address  
Waxahachie, TX 75165

(12)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT – COMMERCIAL (PD-5-C) TO PLANNED DEVELOPMENT – MULTIFAMILY-1 (PD-MF-1) LOCATED AT 501 HOUSTON STREET IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 5.87 ACRES KNOWN AS PART OF ABSTRACT NO. 851 OF THE R. PARKS SURVEY, PROPERTY ID: 189345, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

**WHEREAS**, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

**WHEREAS**, a proper application for a Zoning Change has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-174-2024. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from PD-5-C to PD-MF-1; and

**WHEREAS**, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

**WHEREAS**, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

**NOW, THEREFORE**, this property is rezoned from PD-5-C to PD-MF-1 in order to facilitate development of the subject property in a manner that allows Heritage Square Townhouse Phase 2 to operate a Multifamily use only on the following property: Property ID: 189345, being part of Abstract No. 851 of the R. Parks Survey, which is shown on Exhibit A, in accordance with the Building Materials/Elevations Plans attached as Exhibit B, Site Plan attached as Exhibit C, Landscape Plan attached as Exhibit D, Open Space Plan attached as Exhibit E, Zoning Exhibit attached as Exhibit F, Planned Development Standards as attached Exhibit G, and Photometric Plan attached as Exhibit H.

### **PLANNED DEVELOPMENT**

#### **Purpose and Intent**

The purpose of this planned development to allow for the property owner(s) to operate a Multifamily use at 501 Houston Street and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance, and as shown on Exhibit B – Building Materials/Elevations, Exhibit C – Site Plan, Exhibit D – Landscape Plan, Exhibit E – Open Space Plan, Exhibit G – Development Standards, and Exhibit H – Photometric Plan. Where regulations are not specified in this ordinance, the development shall comply with the City of Waxahachie Municipal Code of Ordinances. The subject property shall develop in accordance with the “PD-MF-1” Planned Development – Multifamily – 1 zoning district as follows:

1. The development shall conform as approved by the City Council under case number ZDC-174-2024.
2. The multifamily use is limited to 501 Houston Street as shown on Exhibit C.
3. The subject property shall be platted prior to the approval and issuance of all building permits.
4. The Applicant shall provide an updated metes and bounds to the subject property.
5. The Applicant shall add the existing pool of Phase 1 to the amenities list to the Development Standards, and resubmit the updated Development Standards.
6. The Applicant shall use fencing that is equivalent to or better than Ameristar Fence Wireworks.
7. The amenities for this development, including playground equipment with a minimum of 5 play stations, and pickleball court shall be installed, inspected, and accepted by the City prior to the approval and issuance of a Certificate of Occupancy (CO) for the first building on the subject property.
8. The Applicant shall provide Staff an updated Photometric Plan reflecting the proposed lighting fixtures and its illumination for the subject property, entirely. The updated Photometric Plan shall demonstrate that the property is compliant with Section 6.03 of the City of Waxahachie Zoning Ordinance.
9. The Property Owner shall provide a permanent irrigation system for all required landscape areas as shown on Exhibit D – Landscape Plan and maintain the required landscaping at all times.
10. The Applicant shall submit an updated landscape plan to reflect the correct total of plant species used for this development.
11. All exterior construction materials, location of exterior construction materials, and percentage of exterior construction materials for each building in this development shall confirm with the Building Materials/Elevations Plan (Exhibit B).
12. The proposed landscaping shall be maintained by the property owner, including the fenced rear yards.
13. The Property Owner shall maintain the playground equipment and shaded structure to be in good condition and replaced in the event that the playground equipment and shaded structure get damaged.
14. The Applicant shall execute a mutually agreed upon development agreement shall be executed within thirty (30) calendar days of the approval of this PD request.

(12)

15. The Property Owner shall obtain all necessary permits from the City of Waxahachie Building & Community Services Department prior to construction on the subject property.
16. All development within the subject property will be subject to obtaining building permits from the City in accordance with the City's applicable rules and regulations governing such permits.
17. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code of Ordinances.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

**PASSED, APPROVED AND ADOPTED** on this 20<sup>th</sup> day of October, 2025.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Secretary



**EXHIBIT A - LOCATION MAP**

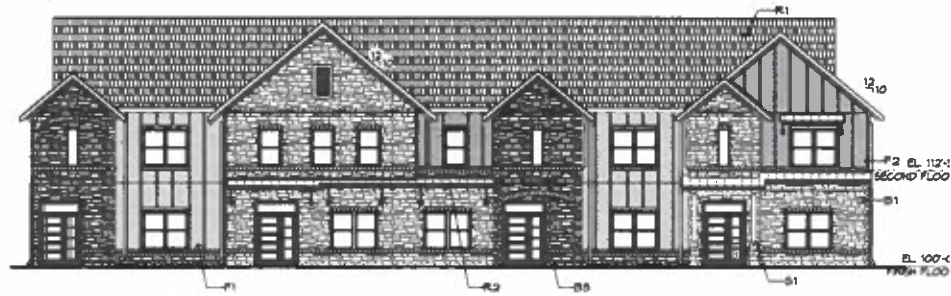
**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



**1 4 UNIT TYPE A FRONT ELEVATION**  
SCALE: 1/8"=1'-0"



**2 4 UNIT TYPE A REAR ELEVATION**  
SCALE: 1/8"=1'-0"



**3 4 UNIT TYPE B FRONT ELEVATION**  
SCALE: 1/8"=1'-0"



**4 4 UNIT TYPE B REAR ELEVATION**  
SCALE: 1/8"=1'-0"

EXTERIOR MATERIAL LEGEND:	
TAG	MATERIAL/DESCRIPTION
B1	SPLIT FACE MASONRY VENEER: COLOR CREAM
B2	MASONRY ACCENT BANDING: COLOR BLACK
B3	SPLIT FACE MASONRY VENEER: COLOR GRAY
F1	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM: COLOR LIGHT GRAY
F2	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM: COLOR DARK GRAY
M1	METAL TRIM, RAILING, FASCIA & SOFFIT: SHERWIN WILLIAMS CHARCOAL GRAY
R1	ASPHALT ROOF SHINGLES: COLOR GRAY
V1	VINYL WINDOWS: COLOR BLACK
P1	PATIO DOOR: COLOR BLACK
S1	CASTSTONE NATURAL GRAY
R2	STANDING SEAM METAL ROOF: COLOR ZINC GRAY

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

NOT FOR REGULATORY,  
APPROVAL, PERMITTING,  
OR CONSTRUCTION

Heritage Square Townhomes Phase - 2

501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES, BLOCK # 101  
CURRENT ZONING - PD COMMERCIAL  
PROPOSED ZONING - PD MF-1  
3.564 ACRES  
WAXAHACHIE / ELLIS COUNTY  
2024-06-14  
CASE NUMBER: \_\_\_\_\_

JOB NO. A2251  
DATE 2023-08-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

PRINT DATE 6/7/2025

(12)

**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**

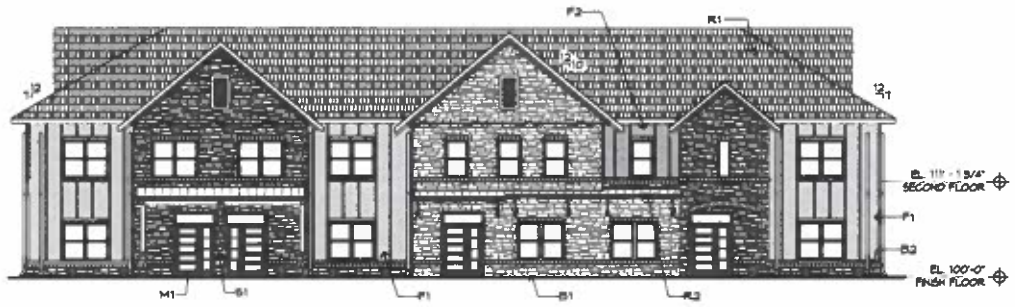
**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

NOT FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION



EXTERIOR MATERIAL LEGEND:	
TAG	MATERIAL/DESCRIPTION
B1	SPLIT FACE MASONRY VENEER, COLOR CREAM
B2	MASONRY ACCENT BANDING, COLOR BLACK
B5	SPLIT FACE MASONRY VENEER, COLOR GRAY
F1	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM, COLOR LIGHT GRAY
F2	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM, COLOR DARK GRAY
M1	METAL TRIM, RAILING, FASCIA & SOFFIT, SHERBURN WILLIAMS CHARCOAL GRAY
R1	ASPHALT ROOF SHINGLES, COLOR GRAY
V1	VINYL WINDOWS, COLOR BLACK
P1	PATIO DOOR, COLOR BLACK
S1	CASTSTONE NATURAL GRAY
R2	STANDING SEAM METAL ROOF, COLOR ZINC GRAY



**1 4 UNIT TYPE C FRONT ELEVATION**  
SCALE: 1/8"=1'-0"



**2 4 UNIT TYPE C REAR ELEVATION**  
SCALE: 1/8"=1'-0"

Heritage Square Townhomes Phase - 2  
501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES, BLOCK # 18  
CURRENT ZONING - PD COMMERCIAL  
PROPOSED ZONING - PD MF 1  
9.884 ACRES  
MANANCE / ELLIS COUNTY  
2024-08-14  
CASE NUMBER \_\_\_\_\_

JOB NO. A2291  
DATE: 2025-08-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

PRINT DATE 9/17/2025

(12)

**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

NOT FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION.

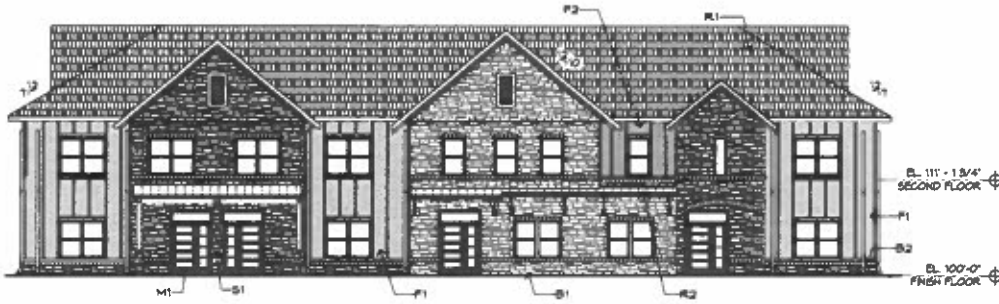
Heritage Square Townhomes Phase - 2

501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES, BLOCK # 11  
CURRENT ZONING - PD COMMERCIAL  
PROPOSED ZONING - PD MF 1  
9.804 ACRES  
PARCEL / ELIS COUNTY  
2024-08-14  
CASE NUMBER  
JOB NO. A2251  
DATE: 2025-06-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

(12)



**1 4 UNIT TYPE C FRONT ELEVATION**  
SCALE: 1/8\"/>



**2 4 UNIT TYPE C REAR ELEVATION**  
SCALE: 1/8\"/>



**3 5 UNIT FRONT ELEVATION**  
SCALE: 1/8\"/>

EXTERIOR MATERIAL LEGEND:	
TAG	MATERIAL DESCRIPTION
B1	SPLIT FACE MASONRY VENEER. COLOR CREAM
B2	MASONRY ACCENT BANDING. COLOR BLACK
B3	SPLIT FACE MASONRY VENEER. COLOR GRAY
P1	SMOOTH SURFACE FIBER CEMENT PANEL Siding w/ TRIM. COLOR LIGHT GRAY
P2	SMOOTH SURFACE FIBER CEMENT PANEL Siding w/ TRIM. COLOR DARK GRAY
M1	METAL TRIM, RAILING, FASCIA & SOFFIT. SHERWIN WILLIAMS CHARCOAL GRAY
R1	ASPHALT ROOF SHINGLES. COLOR GRAY
V1	VINYL WINDOWS. COLOR BLACK
P1	PATIO DOOR. COLOR BLACK
S1	GASTSTONE NATURAL GRAY
R2	STANDING SEAM METAL ROOF. COLOR ZINC GRAY

PRINT DATE 10/2/2025

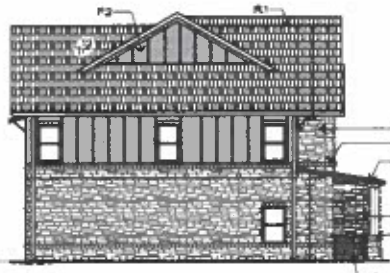
**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



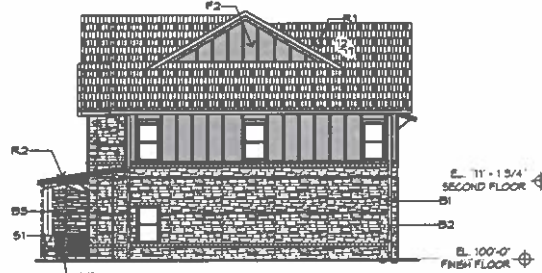
**1 6 UNIT FRONT ELEVATION**  
SCALE: 1/8"=1'-0"



**2 6 UNIT REAR ELEVATION**  
SCALE: 1/8"=1'-0"



**3 3 UNIT LEFT ELEVATION**  
SCALE: 1/8"=1'-0"



**4 4 UNIT RIGHT ELEVATION**  
SCALE: 1/8"=1'-0"

EXTERIOR MATERIAL LEGEND:	
TAG	MATERIAL/DESCRIPTION
B1	SPLIT FACE MASONRY VENEER: COLOR CREAM
B2	MASONRY ACCENT BANDING: COLOR BLACK
B3	SPLIT FACE MASONRY VENEER: COLOR GRAY
P1	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM: COLOR LIGHT GRAY
P2	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM: COLOR DARK GRAY
M1	METAL TRIM: RAILING, FASCIA & SOFFIT: SHERWIN WILLIAMS CHARCOAL GRAY
R1	ASPHALT ROOF SHINGLES: COLOR GRAY
V1	VINYL WINDOWS: COLOR BLACK
P1	PATIO DOOR: COLOR BLACK
S1	CASTSTONE NATURAL GRAY
R2	STANDING SEAM METAL ROOF: COLOR ZINC GRAY

PRINT DATE: 8/4/2025

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC  
1436 S BROADWAY STREET  
CARROLLTON, TEXAS  
75006  
(972) 242-1015

NOT FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION.

Heritage Square Townhomes Phase - 2  
501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES, BLOCK # 1  
CURRENT ZONING - PD-COMMERCIAL  
PROPOSED ZONING - PD MF 1  
5.869 ACRES  
FINANCE / ELLIS COUNTY  
2024-08-14  
CASE NUMBER: \_\_\_\_\_

JOB NO. A2291  
DATE 2025-06-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

(12)

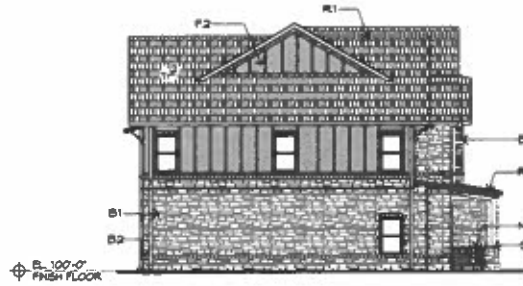
**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



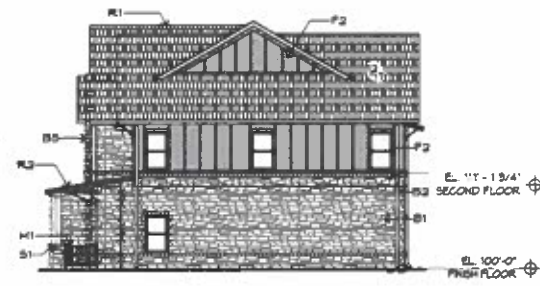
**1 8 UNIT FRONT ELEVATION**  
SCALE: 1/8"=1'-0"



**2 8 UNIT REAR ELEVATION**  
SCALE: 1/8"=1'-0"



**3 3 UNIT LEFT ELEVATION**  
SCALE: 1/8"=1'-0"



**4 3 UNIT RIGHT ELEVATION**  
SCALE: 1/8"=1'-0"

EXTERIOR MATERIAL LEGEND:	
TAG	MATERIAL/DESCRIPTION
B1	SPLIT FACE MASONRY VENEER: COLOR CREAM
B2	MASONRY ACCENT BANDING: COLOR BLACK
B3	SPLIT FACE MASONRY VENEER: COLOR GRAY
F1	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM: COLOR LIGHT GRAY
F2	SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM: COLOR DARK GRAY
M1	METAL TRIM, RAILINGS, FASCIA & SOFFIT: SHERWIN WILLIAMS CHARCOAL GRAY
R1	ASPHALT ROOF SHINGLES: COLOR GRAY
V1	VINYL WINDOWS: COLOR BLACK
P1	PATIO DOOR: COLOR BLACK
S1	CASTSTONE NATURAL GRAY
R2	STANDING SEAM METAL ROOF: COLOR ZINC GRAY

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC  
1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

NOT FOR REGULATORY,  
APPROVAL, PERMITTING,  
OR CONSTRUCTION

Heritage Square Townhomes Phase - 2  
501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES BLOCK # 18  
CURRENT ZONING: PD COMMERCIAL  
PROPOSED ZONING: PD MF 1  
3.869 ACRES  
PARCEL: / ELLS COUNTY  
2024-08-14  
CASE NUMBER:

JOB NO. A3257  
DATE: 2025-06-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

PRINT DATE: 6/1/2025

(12)

**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



**1 4 UNIT BUILDING TYPE A**  
SCALE 1/8" = 1'-0"



**2 4 UNIT BUILDING TYPE A**  
SCALE 1/8" = 1'-0"

PRINT DATE 4/11/2025

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
75006  
(972) 242 - 1015

NOT FOR REGULATORY,  
APPROVAL, PERMITTING,  
OR CONSTRUCTION

**Heritage Square Townhomes Phase - 2**

501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES BLOCK # 1  
CURRENT ZONING - PD COMMERCIAL  
PROPOSED ZONING - PD M-1  
9.869 ACRES  
FINANCE | TARRANT COUNTY  
2024-08-14  
CASE NUMBER

JOB NO. A2291  
DATE 2025-04-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

(12)

**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



**1 4 UNIT BUILDING TYPE C**  
SCALE: N.T.S.



**2 5 UNIT BUILDING**  
SCALE: N.T.S.

PRINT DATE 9/16/2025

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

NOT FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION

Heritage Square Townhomes Phase - 2

501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES BLOCK # 17E  
CURRENT ZONING PD-COMMERCIAL  
PROPOSED ZONING PD-4F  
3.001 ACRES  
PARADISE / ELLIS COUNTY  
2024-09-14  
CASE NUMBER:

JOB NO. 20251  
DATE 2025-08-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



**1 FULL 6 UNIT BUILDING**  
SCALE: 1/8" = 1'-0"



**2 DETENTION AREA**  
SCALE: 1/8" = 1'-0"

PRINT DATE: 9/11/2025

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
75006  
(972) 242 - 1015

NOT FOR REGULATORY,  
APPROVAL, PERMITTING,  
OR CONSTRUCTION

Heritage Square Townhomes Phase - 2

501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES, BLOCK # 1  
CURRENT ZONING: PD-COMMERCIAL  
PROPOSED ZONING: PD-MF  
5.604 ACRES  
PARCEL: 12-1-5 COUNTY  
2024-08-14  
CASE NUMBER:

JOB NO. A2287  
DATE: 2025-08-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



**1 FULL 8 UNIT BUILDING**  
SCALE: N.T.S.



**2 AMENITIES & PLAY STRUCTURE**  
SCALE: N.T.S.

PRINT DATE 9/11/2025

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

NOT FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION

**Heritage Square Townhomes Phase - 2**

501 Houston St  
Waxahachie, TX  
75165

HERITAGE SQUARE TOWNHOMES BLOCK # 11  
CURRENT ZONING - PD COMMERCIAL  
PROPOSED ZONING - PD MF  
9.891 ACRES  
WAXAHACHIE / ELLIS COUNTY  
2024-08-14  
CASE NUMBER

JOB NO. A2257  
DATE 2025-06-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

**EXHIBIT B - BUILDING MATERIALS/ELEVATION PLAN**



ASPHALT ROOF SHINGLES - SHADOW GREY



GUTTERS AND DOWNSPOUTS - DARK GRAY



STANDING SEAM METAL ROOF - ZINC GREY



CEDAR COLUMN



VINYL WINDOWS - BLACK



SMOOTH SURFACE FIBER CEMENT PANEL SIDING W/ TRIM: COLOR LIGHT GRAY



MASONRY VENEER - CREAM



THIN BRICK VENEER - BLACK



MASONRY VENEER - GRAY

**WRIGHT GROUP**  
ARCHITECTS - PLANNERS, PLLC

1430 S BROADWAY STREET  
CARROLLTON, TEXAS  
7 5 0 0 6  
(972) 242 - 1015

NOT FOR REGULATORY  
APPROVAL, PERMITTING,  
OR CONSTRUCTION

Heritage Square Townhomes Phase - 2

501 Houston St  
Waxahachie, TX  
75165

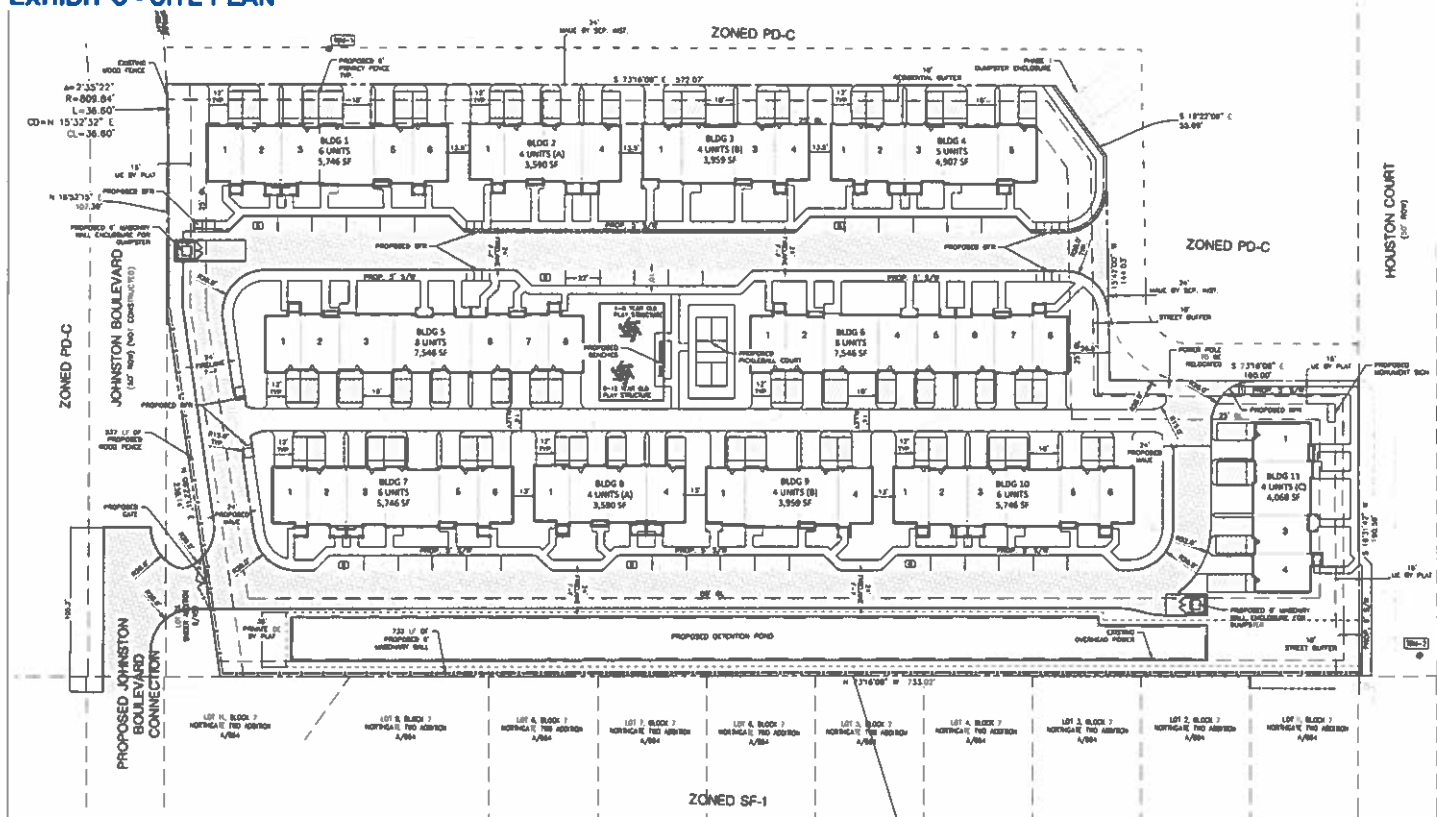
HERITAGE SQUARE TOWNHOMES, BLOCK #11  
CURRENT ZONING: PD COMMERCIAL  
PROPOSED ZONING: PD #1  
0.809 ACRES  
PARCEL: ELLS COUNTY  
2024-05-14  
CASE NUMBER:

JOB NO. A2257  
DATE 2025-06-17

© WRIGHT GROUP Architects-Planners, PLLC, 2025

PRINT DATE 04/14/2025

**EXHIBIT C - SITE PLAN**

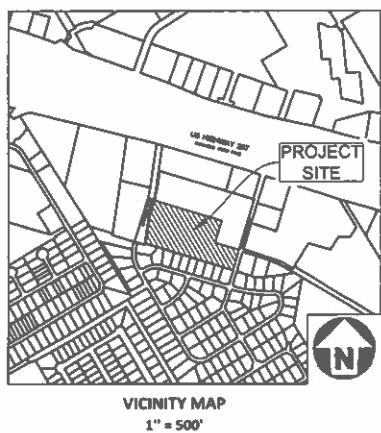


SITE DATA TABLE	
PHYSICAL ADDRESS	501 HOUSTON STREET
EXISTING ZONING	PD-C
PROPOSED ZONING	PD-WF-1
SITE AREA	3,888 AC
CURRENT USE	VACANT
PROPOSED USE	MULTIFAMILY
LOT COVERAGE DATA	
TOTAL LOT AREA	3,872 AC
BUILDING COVERAGE	1,295 AC
SUPERVOUS AREA	81 AC
PERVOUS AREA	18.0X
BUILDING DATA	
MAX BUILDING HEIGHT	33'-0"
1 BED UNIT	75
2 BED UNIT	25
3 BED UNIT	9
TOTAL UNITS	56
TOTAL BEDROOMS	112
PARKING SUMMARY	
ONE BED (1.5 PER UNIT)	23 SPACES
TWO BED (1.5 PER UNIT)	33 SPACES
THREE BED (2.5 PER UNIT)	23 SPACES
TOTAL PARKING REQUIRED	99 SPACES
GARAGE PARKING PROVIDED	99 SPACES
ON-STREET PARKING PROVIDED	26 SPACES
TOTAL PARKING PROVIDED	104 SPACES

**McADAMS**  
The John R. McAdams Company, Inc.  
4400 State Highway 121, Suite 800  
Lewisville, Texas 75056  
phone 972.436.9712  
fax 972.436.9715  
TWP: 19742 TWP/ELS: 10294640  
www.mcadamsco.com

**CLIENT**  
WRIGHT GROUP  
1430 S BROADWAY STREET  
CARROLLTON, TEXAS 75005  
(972) 242-1015

**HERITAGE SQUARE  
TOWNHOMES PHASE-2  
SITE PLAN SUBMITTAL  
501 HOUSTON STREET  
WAXAHACHIE, TX, 75165  
ZDC-174-2024**



- SITE PLAN NOTES:**
- ALL CONSTRUCTION SHALL CONFORM TO THE LATEST LOCAL AND STATE MUNICIPALITY AND/OR TxDOT STANDARDS AND SPECIFICATIONS AS APPLICABLE.
  - ALL DIMENSIONS SHOWN ON SITE PLAN ARE MEASURED TO FACE OF CURB UNLESS OTHERWISE NOTED.
  - ALL SIDEWALKS THAT CONNECT TO THE PUBLIC RIGHT-OF-WAY MUST BE ACCESSIBLE TO PERSONS WHO ARE BLIND, HAVE LOW VISION AND PEOPLE WITH MOBILITY DISABILITIES. EXISTING PEDESTRIAN ROUTES AND ALTERNATE PEDESTRIAN ROUTES DURING CONSTRUCTION WILL BE REQUIRED TO BE COMPLIANT WITH THE CURRENT PUBLIC RIGHTS OF WAY ACCESSIBILITY GUIDELINES (PROWAG), ADA STANDARDS FOR ACCESSIBLE DESIGN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
  - SIGNS TO BE PERMITTED BY SIGN COMPANY. SIGNS SHOWN FOR GENERAL LOCATION ONLY. SEPARATE APPROVALS AND PERMITS MAY BE REQUIRED BY MUNICIPALITY. SIGN PLACEMENT, MATERIALS, ELEVATIONS, ELECTRICAL DESIGN AND PERMITTING BY OTHERS.
  - TRUNCATED DOMES ABUTTING PAVEMENT SHALL BE A CONTRASTING COLOR FROM THE ADJACENT PAVEMENT.



**REVISIONS**

NO.	DATE	DESCRIPTION
-----	------	-------------

**PLAN INFORMATION**

PROJECT NO.	WGA2001
FILENAME	WGA2001 - SI.DWG
CHECKED BY	TL
DRAWN BY	RP
SCALE	40 SCALE
DATE	2025-10-02

**SHEET**  
**SITE PLAN**  
**1**

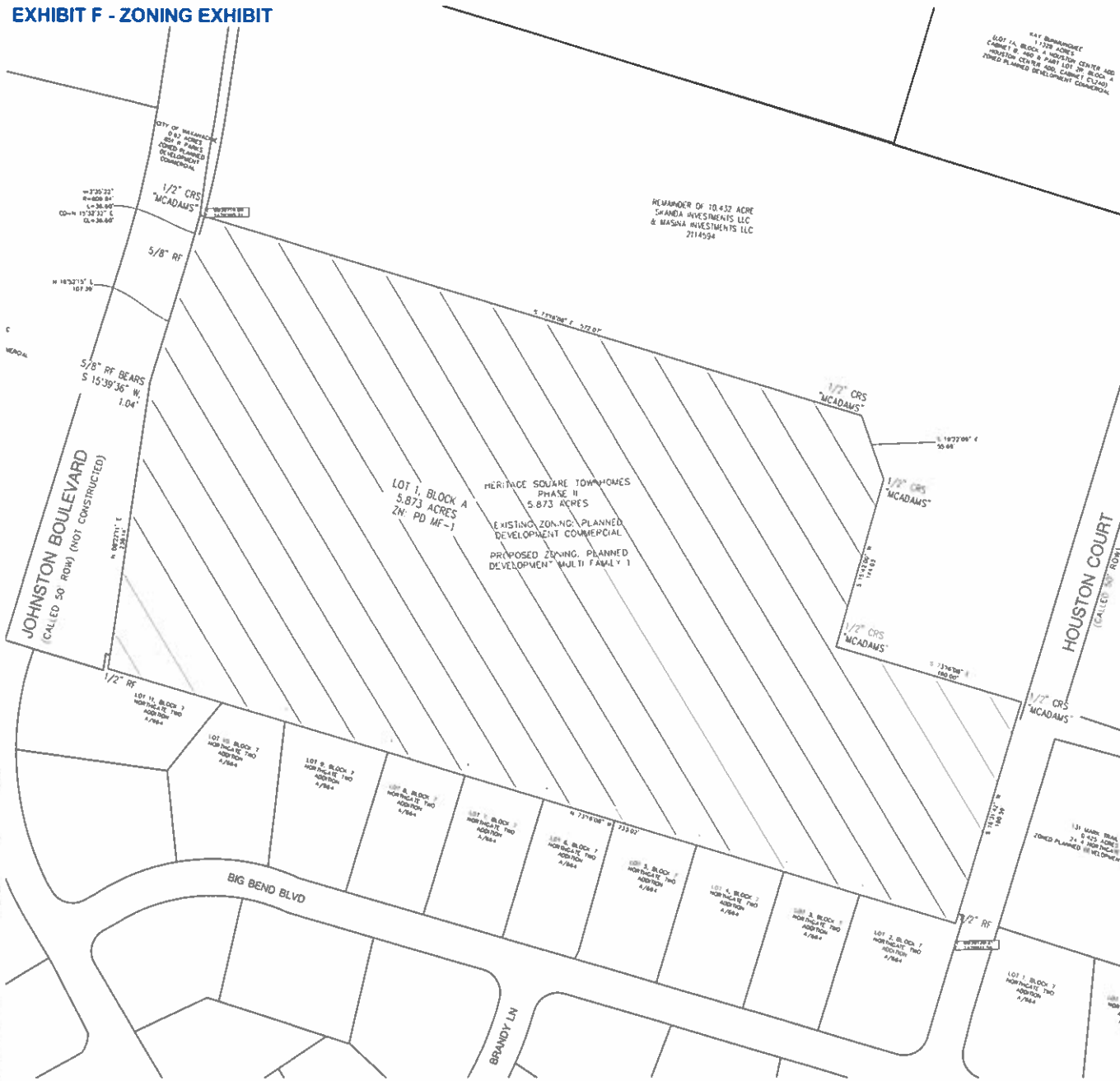
PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION

(12)





**EXHIBIT F - ZONING EXHIBIT**



**VICINITY MAP**  
1" = 1000'

**LEGAL DESCRIPTION**  
5.873 Acres

BEING all that certain lot, tract or parcel of land situated in the Robert Parks Survey, Abstract Number 851, Ellis County, Texas, and being part of that certain called 10.43 acre tract of land, described in deed to Skanska Investments, LLC, and Masana Investments, LLC, recorded in Instrument Number 2114594, Deed Records, Ellis County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" rebar found at the southeast corner of said 10.43 acre tract, and being in the west line of Houston Street (called 50' right-of-way), and being the northeast corner of Lot 1, Block 7, Hartingia Two Addition, an addition to the City of Waxahachie, according to the plat thereof, recorded in Cabinet A, Side 054, Plat Records, Ellis County, Texas;

THENCE N 73°16'08" W with the south line of said 10.43 acre tract, and the north line of said Block 7, a distance of 733.02 feet to a 1/2" rebar found at the southwest corner of said 10.43 acre tract, and being the southeast corner of Lot 2A, Sader Addition, an addition to the City of Waxahachie, according to the plat thereof, recorded in Cabinet B, Side 450, Plat Records, Ellis County, Texas, from which a 1/2" rebar found at the northwest corner of Lot 1, Block 7, of said Hartingia Two Addition bears N 73°16'08" W a distance of 36.38 feet;

THENCE N 08°22'11" E with the west line of said 10.43 acre tract, and the east line of said Lot 2A, a distance of 238.14 feet to the northerly corner thereof and being on the east line of Johnston Blvd (called 50' right-of-way, not currently constructed), as dedicated by said Sader Addition, and the south end of a right-of-way dedication as shown on plat of Houston Center, an addition to the City of Waxahachie, according to the plat thereof, recorded in Cabinet B, Side 640, Plat Records, Ellis County, Texas, from which a 5/8" rebar found bears S 15°39'36" W a distance of 1.04 feet;

THENCE N 18°52'15" E with the west line of said 10.43 acre tract, and the east line of said Johnston Blvd, a distance of 107.39 feet, to a 5/8" rebar found;

THENCE Northeasterly with the arc of a curve to the left, having a radius of 809.84 feet, a central angle of 02°35'22", an arc length of 36.60 feet and whose chord bears N 15°32'32" E, a distance of 36.60 feet to a 1/2" capped rebar set stamped 'MCADAMS', from which a 5/8" rebar found bears Northeasterly combining with said arc, an arc length of 84.80 feet, a central angle of 05°59'59", and whose chord bears N 11°14'51" E, a distance of 84.76 feet;

THENCE S 73°16'08" E a distance of 572.07 feet to a 1/2" capped rebar set stamped 'MCADAMS';

THENCE S 18°22'09" E a distance of 55.68 feet to a 1/2" capped rebar set stamped 'MCADAMS';

THENCE S 15°42'00" W a distance of 144.03 feet to a 1/2" capped rebar set stamped 'MCADAMS';

THENCE S 73°16'08" E a distance of 180.00 feet to a 1/2" capped rebar stamped 'MCADAMS' in the west line of said Houston Street, and being in the east line of said 10.43 acre tract, from which a 5/8" rebar found at the northeast corner thereof bears N 10°31'42" E, a distance of 403.05 feet;

THENCE S 16°31'42" W with the east line of said 10.43 acre tract, and the west line of said Houston Street, a distance of 190.59 feet to the POINT OF BEGINNING, and containing approximately 5.873 acres of land.

**MCADAMS**  
The John R. McAdams Company  
6400 State Highway 321, Suite 300  
Lewinville, Texas 75056  
phone 972.436.9712  
fax 972.436.9715  
TBP# 19762 TANS. 30196440  
www.mcadamsgco.com

**CLIENT**  
Wright Group  
S. Bradsher  
Terry Wright  
972.242.1015

**Zoning Exhibit**  
City of Waxahachie, Texas

**REVISIONS**

NO.	DATE	DESCRIPTION

**PLAN INFORMATION**

PROJECT NO.	WGA24001
FILE NAME	WGA24001.dwg
CHECKED BY	
DRAWN BY	
SCALE	AS SHOWN
DATE	09/17/2015
<b>SHEET</b>	

**Zoning Exhibit**  
**EX-A**  
(12)

**PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION**

(12)

**Exhibit "B"  
Development Standards**

**Heritage Square Townhomes Phase - 2  
City of Waxahachie**

The proposed Planned Development on approximately 5.873 acres of land is to create a Townhome development within the corporate limits of the City of Waxahachie and in accordance with the City of Waxahachie, Texas, Zoning Ordinance, as amended, to promote safe, efficient, and appropriate design choices for the surrounding area and shall be subject to the following conditions and requirements:

**A. EXHIBITS.**

1. The following Exhibits are incorporated into this Planned Development
  - a. Exhibit "A" : Location Map
  - b. Exhibit "B" : Building Materials/Elevations Plan
  - c. Exhibit "C" : Site Plan
  - d. Exhibit "D" : Landscape Plan
  - e. Exhibit "E" : Open Space Plan
  - f. Exhibit "F" : Zoning Exhibit
  - g. Exhibit "G" : Development Standards
  - h. Exhibit "H" : Photometric Plan

**C. PLANNED DEVELOPMENT DISTRICT**

1. The proposed development is a Planned Development District, as defined under the City of Waxahachie's Zoning Ordinance and is intended to accommodate Townhomes with a base zoning of Multifamily 1 (MF-1) district area designated on Exhibit "C", comprising of approximately 5.873 acres, and shall be in compliance with all regulations applicable to the MF-1 zoning district, uses contained in the City of Waxahachie Zoning Ordinance as amended, except as otherwise provided in this Ordinance.

**D. HEIGHT AND AREA REGULATIONS**

1. Height and Area Regulations within MF-1, except as provided in this section, shall meet the setback requirements listed in Section 3.08. Article III of the City's Comprehensive Zoning Ordinance.
  - a. Minimum Side: Fifty (50) feet shall be the minimum side yard when adjacent to a residential district.

**E. EXTERIOR CONSTRUCTION REQUIREMENTS**

1. Masonry construction shall cover eighty (80) percent of the total exterior walls, excluding doors and windows.
2. Fiber cement panel siding is permitted and may count towards masonry requirements.
3. Elevations shall generally comply with the approved Elevation Plan (Exhibit "B"), and in accordance with the City of Waxahachie unless specified otherwise in this PD.

(12)

**F. LANDSCAPE**

1. Front Buffer: When fronting a public right of way, a minimum fifteen (15) percent of the street yard shall be landscaped.
2. Side Yard Buffer: A minimum ten (10) foot landscape buffer shall be provided along the side property line
3. Rear Buffer: A minimum ten (10) foot landscape buffer shall be provided along the rear property line
4. Detention Pond may be allowed within the landscape buffer; provided that no canopy tree, ornamental tree, or shrubs be planted within the basin of the detention pond
5. Refuse storage areas, may be allowed within the landscape buffer.

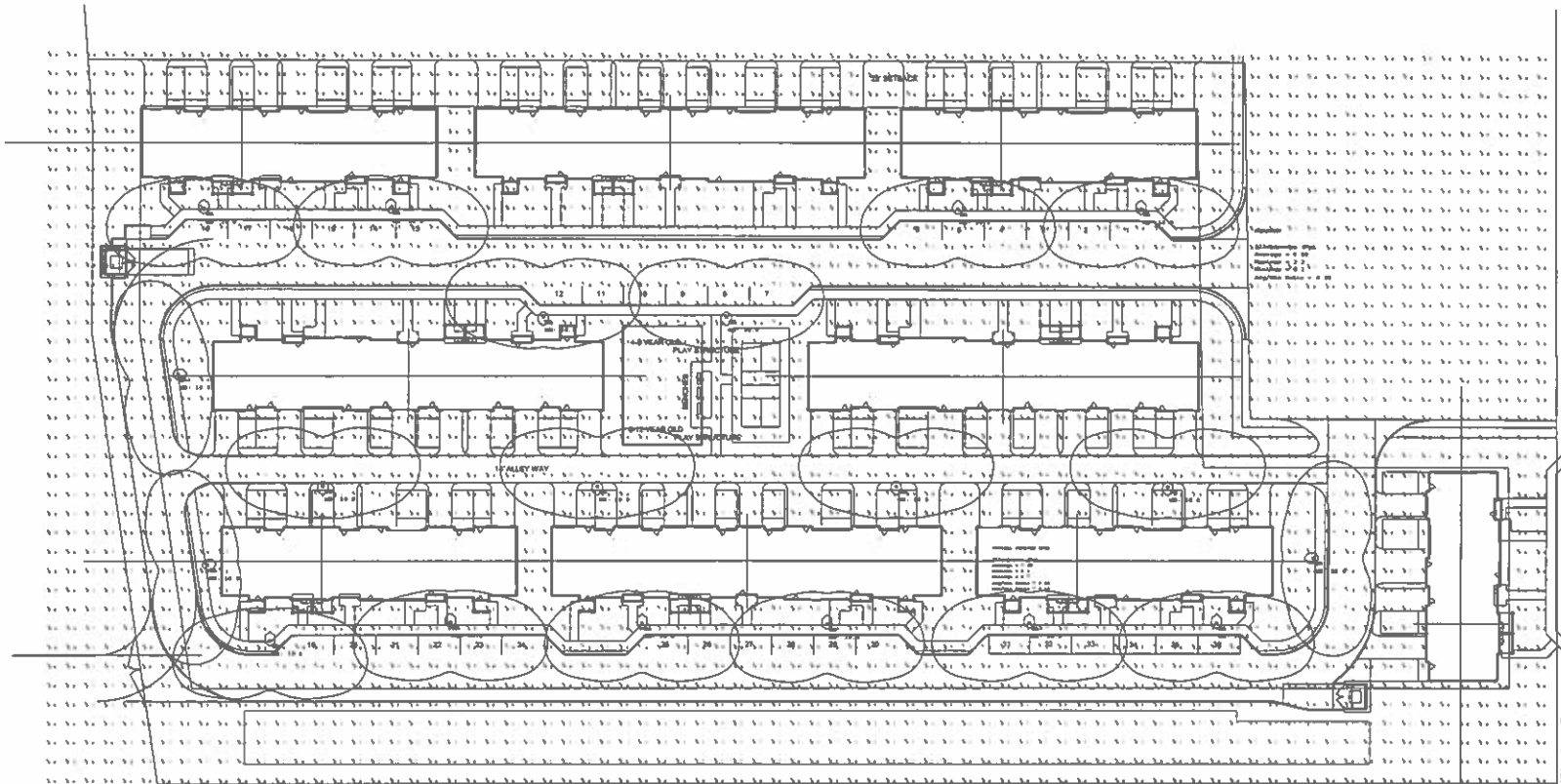
**G. AMENITIES**

1. Amenities shall be provided in the area as shown on the Conceptual Plan (Exhibit "C"). The amenities provided shall include a sports court, existing pool from phase 1, and playground facility.
2. Playground equipment shall provide a minimum of 5 play stations.
3. Pet waste stations shall be provided throughout the property.
4. Fencing shall be provided around the pickleball area as identified on the Landscape Plan, (Exhibit "D").
5. Lighting around amenity center shall be provided and have an override shut off at ten (10) p.m.

**H. SUPPLEMENTAL STANDARDS**

1. Single Family Attached (Townhome)
  - a. The property may be platted into one single lot consisting of multiple units
  - b. Landscaping shall comply with the MF-1 landscaping requirements
  - c. There shall be a minimum of thirteen (13) feet between buildings
  - d. Building Length shall not exceed 205'
  - e. Building Square Footage shall generally conform to the following:
    - i. 1 Bedroom Units: 1,178 SF
    - ii. 2 Bedroom Units: 1,355 SF
    - iii. 3 Bedroom Units: 1,905 SF
    - iv. Approximately 60 units shall be developed
2. Engineering Requirements
  - a. Proposed development will only need to build their portion of Johnston Boulevard as shown on Site Plan (Exhibit "C") and provide utilities only within that portion.
3. Property Maintenance
  - a. On-site landscape and pest control shall be a contract service
  - b. Tenants shall be responsible for maintaining their private yards
  - c. In the event that the yard is not taken care of by tenant property management shall take care of maintenance
  - d. The shaded structure for the playground shall be replaced by the property owner when the condition begins to deteriorate.

# EXHIBIT H - PHOTOMETRIC PLAN



Symbol	Footcandle	Symbol	Footcandle	Symbol	Footcandle	Symbol	Footcandle
(Symbol)	10	(Symbol)	20	(Symbol)	30	(Symbol)	40
(Symbol)	50	(Symbol)	60	(Symbol)	70	(Symbol)	80
(Symbol)	90	(Symbol)	100	(Symbol)	110	(Symbol)	120

1 SITE PLAN PHOTOMETRIC - STREETS  
1" = 30' @

(12)

**RES**  
Resol Engineering Services  
Mechanical, Electrical & Plumbing Systems Consultant  
18411 CORPORATE DR. PLEASANT PRIDGE, #13104  
P.O. BOX 240-2306, FAYETTEVILLE, AR 72704  
PHONE: 800-333-0300 FAX: 870-775-0393

NOT FOR REGULATORY APPROVAL, PERMITTING, PRICING OR CONSTRUCTION

CLIENT  
WRIGHT GROUP ARCHITECTS

PROJECT  
HERITAGE SQUARE TOWNHOMES PHASE 2  
501 HOUSTON ST  
WAXAHACHIE, TX

Revised Schedule

NO	DESCRIPTION	DATE

The professional seal shall be the license seal of the professional engineer or architect who has prepared this drawing. It shall not be used for any other project or for any other purpose.

SITE PHOTOMETRIC PLAN

Project No: **PM111**

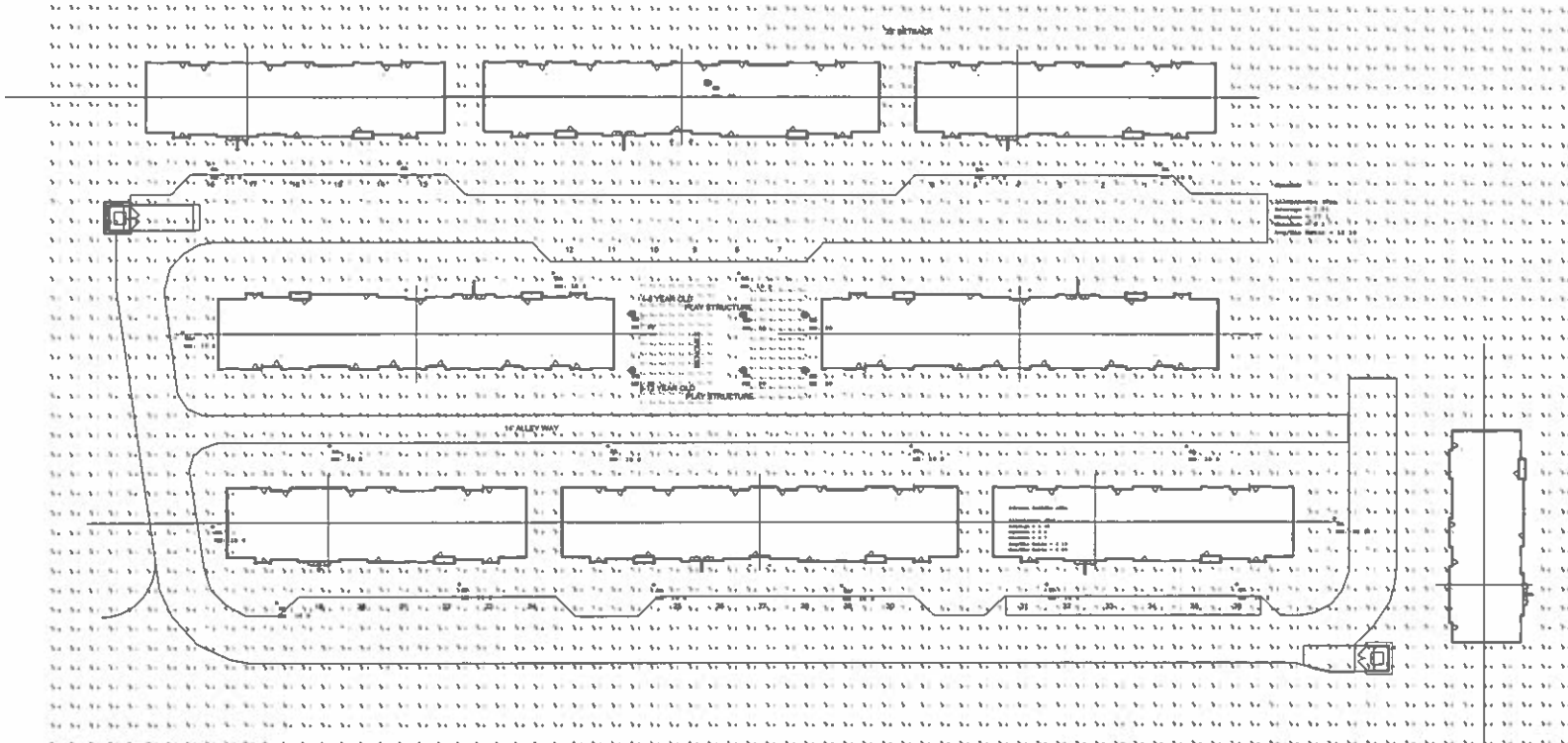
Date: 11/11/11

Drawn by: [Name]

Checked by: [Name]

Scale: 1" = 30'

# EXHIBIT H - PHOTOMETRIC PLAN



Symbol	Description	Height (ft)	Area (sq ft)	Light Source	Beam Spread	Foot-Candles
□	Standard Office Building	12	1000	40W T8	30°	1.0
○	Standard Office Building	12	1000	40W T8	30°	1.0
△	Standard Office Building	12	1000	40W T8	30°	1.0
◇	Standard Office Building	12	1000	40W T8	30°	1.0

Symbol	Description	Height (ft)	Area (sq ft)	Light Source	Beam Spread	Foot-Candles
□	Standard Office Building	12	1000	40W T8	30°	1.0
○	Standard Office Building	12	1000	40W T8	30°	1.0
△	Standard Office Building	12	1000	40W T8	30°	1.0
◇	Standard Office Building	12	1000	40W T8	30°	1.0

**1 SITE PLAN PHOTOMETRIC - STREETS AND COURTS**  
1" = 20' 0"

**RES**  
Roof Engineering Services  
Mechanical, Electrical & Plumbing Systems Consultant  
17411 COMBUSTION DR. FRESNO, CA 93727  
TEL: 559-435-1234 FAX: 559-435-1234  
WWW.RES-ENGINEERING.COM

NOT FOR REGULATORY APPROVAL, PERMITTING, PRICING OR CONSTRUCTION

CLIENT  
WRIGHT GROUP ARCHITECTS

PROJECT  
HERITAGE SQUARE TOWNHOMES PHASE 2  
501 HOUSTON ST  
WAS VALLA, OHIO, OH

(12)

NO	DESCRIPTION	DATE
----	-------------	------

The professional seal of the Engineer shall be placed on this drawing when the work is completed and the drawing is ready for use. The professional seal shall be placed on this drawing when the work is completed and the drawing is ready for use.

SITE PHOTOMETRIC PLAN

PM112

Date	11/11/11
Drawn by	RES
Checked by	RES

(13)

STATE OF TEXAS           §           DEVELOPMENT AGREEMENT FOR  
   §           HERITAGE    SQUARE    TOWNHOUSES  
   PHASE 2  
 COUNTY OF ELLIS         §

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into by and between the City of Waxahachie, Texas ("City"), and Skanda Investments ("Developer") (individually, a "Party" and collectively, the "Parties") to be effective (the "Effective Date") on the latest date executed by a Party.

**WHEREAS**, the City is a home-rule municipal corporation, located in Ellis County, Texas, organized and existing under the laws of the State of Texas; and

**WHEREAS**, Developer is developing in the City a multifamily development on approximately 5.889 acres of land generally located at 501 Houston Street, Parcel Number 189345 in the City (the "Property"), and a legal description and depiction of the Property is attached hereto as Exhibit A and incorporated by reference; and

**WHEREAS**, the foregoing Property was rezoned by the City Council on or about October 20, 2025, when the City Council approved a Planned Development ("PD") for the Property, contained in Ordinance No. \_\_\_\_\_, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in the Development, as may be amended, and as more fully described herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1.     **Development Standards.** For any structure built on the Property following the Effective Date, it shall comply with the elevations and building materials requirements contained in Exhibit B, attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the City, previously or in the future.

2.     **Covenant Running with the Land.** The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

3. **Applicability of City Ordinances.** Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable City ordinances and building/construction codes. Further, Developer shall plat the Property prior to the submission of any applications for any building permit.

4. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated to the City pursuant to this Agreement, including but not limited to any dedication of right-of-way along Johnston Boulevard and Houston Street, whether in fee simple or otherwise, including any easements (as may be reflected in any Final Plat), including any utility and/or access easements, relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the City further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

5. **Exactions/Infrastructure Costs.** Both the City and Developer have been represented by legal counsel in the negotiation of this Agreement and been advised or each has had the opportunity to have legal counsel review this Agreement and advise them, regarding Developer's and the City's rights under Texas and federal law. Developer and the City hereby waive any requirement that the other retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code and any exemptions from impact fees under current or future law; however, notwithstanding the foregoing and to the extent permitted by law, Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

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

accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages.

7. **Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Ellis County, Texas.

8. **Notice**. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the City:                   The City of Waxahachie  
408 S. Rogers Street  
Waxahachie, Texas 75165  
Attention: Interim City Manager

If to Developer:               Skanda Investments  
6317 Churchill Way  
Dallas, TX 75230  
Attention: \_\_\_\_\_

9. **Prevailing Party**. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

10. **Entire Agreement**. This Agreement contains the entire agreement between the Parties hereto with respect to development of the Property and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

11. **Savings/Severability**. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

12. **Binding Agreement**. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. **Authority to Execute**. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The City warrants and represents

(13)

that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

**14. Filing in Deed Records.** This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Ellis County, Texas.

**15. Mediation.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

**16. Notification of Sale or Transfer; Assignment of Agreement.** Except with respect to a sale or transfer to a related entity of Developer, Developer shall notify the City in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. Except with respect to a sale or transfer to a related entity of Developer, a copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement and/or the building has been constructed on the Property as provided in this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon such transfer. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

**17. Sovereign Immunity.** The Parties agree that the City has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

**18. Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) 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

(13)

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.

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

20. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

21. **Amendment.** This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

22. **Waiver of Texas Government Code § 3000.001 et seq.** With respect to any structures or improvements constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

23. **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.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date referenced herein.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

(13)

**CITY:**

**THE CITY OF WAXAHACHIE, TEXAS**

By: \_\_\_\_\_  
Name: Ricky Boyd  
Title: Interim City Manager

**STATE OF TEXAS        )**  
                                  )  
**COUNTY OF ELLIS        )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 202\_\_, by Ricky Boyd, Interim City Manager of the City of Waxahachie, Texas, on behalf of the City of Waxahachie, Texas.

\_\_\_\_\_  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_



(13)

**EXHIBIT A**

**(Property Legal Description)**

Property Description: Ellis County Appraisal District Parcel Number 189345

(13)

**EXHIBIT B**

**(Building Materials/Elevations)**

# Planning & Zoning Department Zoning Staff Report

(14)



**Case: SP-68-2025**

## MEETING DATE(S)

Planning & Zoning Commission: September 23, 2025

City Council: October 20, 2025

## CAPTION

**Consider** a request by Jake Pinto, Alpine Start Development, for a **Site Plan** for Alpine Meadows, located directly south of 1850 FM 878 (Property ID: 290675) – Owner: ASD Waxi Fee Owner LLC (SP-68-2025)

## RECOMMENDED MOTION

*"I move to approve SP-68-2025, a Site Plan for Alpine Meadows, subject to the conditions the staff report, authorizing the Mayor and/or Interim City Manager to sign the associated documents accordingly."*

## ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on September 23, 2025, the Commission voted 6-0 to recommend approval of case number SP-68-2025, subject to the conditions of the staff report. The conditions of approval included the following with regard to amenity phasing. Since the Planning & Zoning Commission meeting, the applicant has provided an alternative proposal for amenity phasing that is discussed in the Planning Analysis section below.

- The proposed Open Space Amenities and Clubhouse included in each individual phase of construction identified in Exhibit H shall be installed and operational prior to the issuance of the Certificate of Occupancy (CO) for the first structure in the associated phase of construction.

## APPLICANT REQUEST

The applicant requests approval of a Site Plan to allow for the construction of Alpine Meadows, a multi-family development comprised of 486 garden-style apartment units and 295 townhome style units. The existing Planned Development (PD) zoning for the property requires the Planning & Zoning Commission and City Council to provide Site Plan approval prior to development.

## CASE INFORMATION

**Applicant:** Jake Pinto, Alpine Start Development

**Property Owner(s):** ASD Waxi Fee Owner LLC

**Site Acreage:** 69.073 acres

**Current Zoning:** Planned Development-Multi-Family-1 (PD-MF-1) and Planned Development-General Retail (PD-GR) – Ord. 2281

**Requested Zoning:** Planned Development-Multi-Family-1 (PD-MF-1) and Planned Development-General Retail (PD-GR) – Ord. 2281, with Site Plan

## SUBJECT PROPERTY

**General Location:** Directly south of 1850 FM 878

Parcel ID Number(s): 290675

(14)

Existing Use: Undeveloped

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	FD & PD-SF-2	Single Family Residences & Agriculture
East	N/A (ETJ)	Single Family Residences & Agriculture
South	GR & LI-2	Agriculture
West	N/A	S US Highway 287 Bypass

Future Land Use Plan: Local Commercial, Regional Commercial & Residential Neighborhood

**Comprehensive Plan:** Local Commercial: The local commercial placetype includes areas for restaurants, shops, grocery stores, offices, and personal service establishments. This placetype was incorporated to preserve the City's commercial corridors. Where appropriate, local commercial uses should be located at the intersection or frontage of major thoroughfares (60 feet or greater). The intensity of this placetype falls between neighborhood scale commercial and regional commercial. Local commercial will consist of a single or cluster of standalone office, retail or commercial buildings with an anchor. Local commercial uses should be interconnected with sidewalks to increase walkability. In addition, a shared open space comprised of a plaza or park is encouraged for multi-pad site developments.

Regional Commercial: These places are first identified by their principal focus on auto-oriented traffic. Logically placed near high traffic intersections, these spaces bring people from many surrounding neighborhoods. Typical uses will include regional businesses including but not limited to restaurants, retail, gas stations, and offices. To create a more sustainable development, care should be given to make the experience for users pleasant once they exit their vehicle. A focus on adding spaces for public gathering and pedestrian shading to encourage people to walk from one establishment to another and interact with other patrons should be a priority of future development in the Regional Commercial Placetype. Though the size of a regional commercial node is flexible based on local context, generally these are about a half mile in diameter.

Residential Neighborhood: This placetype serves to create neighborhoods built with a traditional walkable block/street grid network that allows some variation in housing typologies. Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes. Both residential and commercial uses need to be context sensitive. Commercial uses in this placetype may be a small pop up facility or a home converted to a small store front. Walkability is key for neighborhood commercial uses so that they are accessible from surrounding neighborhoods.

(14)

Site Image:



### **PLANNING ANALYSIS**

The applicant proposes a Site Plan to allow for the construction of Alpine Meadows, a multi-family development comprised of 486 garden-style apartment units and 295 townhome style units. The proposed garden-style units range in size from studio to 3-bedrooms; while the townhome style units include only 2- and 3-bedroom units. The subject property is currently situated in a Planned Development (Ordinance 2281) zoning district that was approved in 2005; but never developed. The PD zoning district allows for the development of "Multi-Family" Land Uses, with the approval of a Site Plan by the Planning & Zoning Commission and City Council. Bedroom counts are not restricted by the PD. Planned Development Ordinance 2281 includes a 5.5 acres General Retail tract that is not proposed to be developed as part of this Site Plan Application.

### **Site Design & Phasing:**

The applicant has provided a Site Plan for the subject property, which is designed for a total of 74 multi-family buildings, 3 clubhouses and associated amenities. The Site Plan is proposed to be developed in three (3) phases. The garden-style units are proposed to be developed in the first two phases and all townhome style units are proposed to be developed as the third phase. The townhome style units are proposed to be located on a single large lot and are not proposed to be individually platted. Access between lots is proposed to be facilitated by the establishment of mutual access easements across the major internal drive-aisles connecting each lot. The site has also been designed to meet the minimum interior and exterior setback requirements of the Multi-Family-1 (MF-1) zoning district; which is the base zoning of the PD. Dumpsters screened by 6'8" masonry walls and landscaping have been spaced throughout the development, as required by the Waxahachie Zoning Ordinance.

The Site Plan has also been designed to account for right-of-way (ROW) dedication for FM 878 and FM 879, as required by the 2024 Waxahachie Thoroughfare Plan. The 2024 Thoroughfare Plan identifies both FM 878 and FM 879 as future 120', 6-lane Major Arterial thoroughfares.

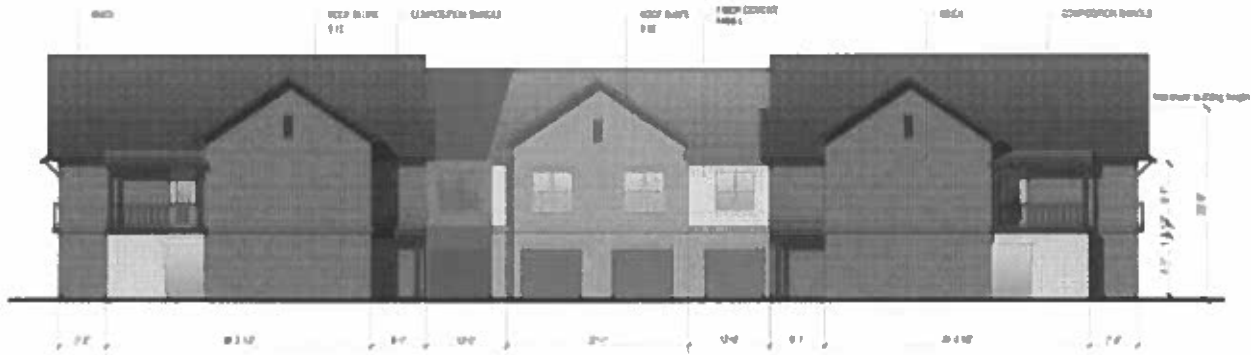
### **Parking:**

The proposed Site Plan meets the minimum parking requirement for both total spaces and garage parking spaces. A total of 1,398 parking spaces are required for the development based on the unit count, of which a minimum of 699 spaces are required to be provided as an attached garage parking space. The proposal includes a total of 1,470 parking spaces; which are comprised of 1,008 garage spaces and 462 surface spaces. Each individual phase has been designed to meet its own minimum parking requirements without relying on future phases.

(14)

Elevation/Façade Plan:

The applicant has provided an Elevation/Façade Plan (Exhibit B) for the proposed garden-style buildings, townhome style buildings, and clubhouse buildings. The primary exterior construction materials proposed for the development feature a combination of brick, stone and fiber cement panels. All 31 garden-style buildings utilize the same design, with color scheme being the only differentiating element between buildings. Four (4) color schemes are proposed for the garden style buildings. Similarly, the 43 proposed townhome style buildings are primarily differentiated by color scheme. Two (2) color schemes are proposed for the townhomes style buildings. The townhome style buildings can be further differentiated by lengths that vary based on the number of units in each building. All proposed structures meet the minimum articulation and design element requirements of the Waxahachie Zoning Ordinance. Exhibit B, along with the images below, can be referenced for additional detail regarding the proposed elevations.



*(Proposed Elevation/Façade - Garden-Style Unit - Sides)*



**BUILDING - COURTYARD ELEVATION**



*(Proposed Elevation/Façade - Garden-Style Unit – Front & Rear)*

(14)



(Proposed Elevation/Façade - Townhome-Style Unit – Front & Rear)

**Access & Traffic:**

The applicant proposes a total of three (3) points of access for the development. One (1) point of access is proposed on FM 878 and two (2) points of access are proposed along FM 879. The proposed points of access are spaced appropriately to meet Fire Code Requirements. The applicant will be required to submit a Traffic Impact Analysis (TIA) with a future Plat and Civil Construction Permit prior to development of the site. Approval of the TIA by the City is required prior to development of the site. The TIA will identify what improvements, if any, are required for FM 878 and FM 879 to facilitate the proposed development. As part of the TIA, the need for signalization of the FM 878 and FM 879 intersection will be analyzed along with the potential need turn lanes and deceleration lanes at each proposed access point for the development.

**Landscaping:**

The applicant has provided a Landscape Plan (Exhibit C) that identifies the proposed landscaping for the site. The proposed landscaping does meet the minimum requirements of the Waxahachie Zoning Ordinance. A permanent irrigation system will be installed for all landscape areas.

**Amenities & Open Space:**

The applicant proposes to incorporate resident amenities and open space throughout each phase of the development, as required by Section 5.05 of the Waxahachie Zoning Ordinance; which requires a minimum of four (4) amenities for each phase of the development. Specific amenities include a Resident Club House, Exercise Facilities, Swimming Pools, Sports Courts, Picnic Areas, and trails. The Open Space Plan can be referenced further in Exhibit D below. The applicant proposes to install the Club House and Pool amenities immediately with each associated phase of development. The 3<sup>rd</sup> amenity item for each phase is proposed to be installed prior to the issuance of 50% of the Certificates of Occupancy (CO's) for the associated phase. The 4<sup>th</sup> amenity item for each phase is proposed to be installed prior to the issuance of 70% of the Certificates of Occupancy (CO's) for the associated phase.

**Screening:**

The applicant proposes to install a 6' masonry screening wall along shared property lines with existing single-family residences along FM 878, as required by the Waxahachie Zoning Ordinance. A 6' masonry screening wall is also proposed along the shared property line between the multi-family and general retail tracts. All dumpsters are proposed to be screened by masonry walls at least 6'8" in height, in compliance with the Waxahachie Zoning Ordinance.

**Signage:**

The applicant proposes to install two (2) total monument signs as part of the development. A single sign is proposed along both FM 878 and FM 879. The proposed monument signs adhere to the requirements of the Waxahachie Zoning Ordinance and may be referenced in Exhibit E below.

**Lighting:**

The applicant has provided a Photometric Plan (attached as Exhibit F) for the proposed development that demonstrates compliance with the Waxahachie Lighting and Glare Standards. All light fixtures are proposed to be shielded and directed downwards to eliminate light trespass and glare onto adjacent residential property. All proposed light fixtures are restricted to a maximum height of 20'.

**Easement Holders:**

The applicant proposes to extend several concrete sidewalks, parking spaces, and drive-aisles through an overhead electric easement held by Brazos Electric Cooperative. These items are required to be provided as part of the development in order to meet minimum open space, parking, and access requirements. Due to this, staff has provided a recommended condition below that the applicant be required to provide the City with a Letter of Approval from Brazos Electric Cooperative for the development of these items within the overhead electric easement prior to approval of Civil Construction or Early Grading Permits.

**Drainage & Utilities:**

The applicant has provided preliminary utility and grading plans to identify the proposed utility and drainage infrastructure necessary to facilitate the development. The preliminary plans have demonstrated the feasibility of the infrastructure design for the development, based on the proposed site plan. The applicant proposes to utilize a combination of a detention pond and underground detention areas to account the additional run-off from the proposed development fully within the subject property. The final utility and grading plans will be reviewed and approved by the Public Works and Engineering Department with a future Civil Construction Permit.

## **RECOMMENDATION**

(14)

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the Site Plan request, subject to the conditions noted below.

### **Conditions:**

1. All drainage and detention requirements for the proposed development shall be met with on-site infrastructure.
2. All underground detention systems utilized as storage volume shall be located within a drainage easement.
3. The Clubhouse and Pool amenities for each individual phase of construction identified in Exhibit H shall be installed and operational prior to the issuance of the Certificate of Occupancy (CO) for the first structure in the associated phase of construction. The 3<sup>rd</sup> amenity for each phase shall be installed prior to the issuance of CO's for 50% of the structures in a phase. The 4<sup>th</sup> amenity for each phase shall be installed prior to the issuance of CO's for 70% of the structures in a phase. The Development Agreement shall be amended to include this requirement
4. The Applicant shall provide the City with a Letter of Approval from Brazos Electric Cooperative for the construction of sidewalks, parking spaces, and drive-aisles within the overhead electric easement on the subject property prior to approval of Civil Construction or Early Grading Permits for the development.
5. A mutually agreed upon Development Agreement requiring adherence to the proposed Elevation/Façade Plan shall be executed between the property owner and the City in conjunction with the Site Plan. Section 1.A of the Development Agreement shall be amended to require to include the Elevation/Façade Plan as Exhibit D directly in the agreement.

### **ATTACHED EXHIBITS**

1. Development Agreement
2. Exhibit A – Location Map
3. Exhibit B – Site Plan
4. Exhibit C – Landscape Plan
5. Exhibit D – Elevation/Façade Plan
6. Exhibit E – Open Space Plan
7. Exhibit F – Signage Plan
8. Exhibit G – Photometric Plan
9. Exhibit H – Construction Phasing
10. Preliminary Utility Plan
11. Preliminary Drainage Plan
12. Fire Hose Lay Plan

### **APPLICANT REQUIREMENTS**

1. If approved by City Council, the applicant is required to provide the City with a hard copy of the signed Development Agreement within 30-days.
  - a. Once the development agreement is recorded, the applicant can apply for a Plat Application with the Planning Department, Civil Construction Permit(s) with the Public Works & Engineering Department, and Building Permit(s) from the Building and Community Services Department.

### **STAFF CONTACT INFORMATION**

#### *Prepared by:*

Zack King, AICP  
Planning Manager  
[zking@waxahachie.com](mailto:zking@waxahachie.com)

#### *Reviewed by:*

Trenton Robertson, AICP  
Senior Director of Planning  
[trenton.robertson@waxahachie.com](mailto:trenton.robertson@waxahachie.com)

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WAXAHACHIE, TEXAS,  
AND ASD PALMETTO INFRASTRUCTURE LLC**

This Development Agreement ("Agreement") is made and entered into by and between the City of Waxahachie, Texas ("Waxahachie" or the "City"), and ASD Palmetto Infrastructure LLC, a Texas limited liability company (its successors and assigns, "Developer"), each referred to herein as a "Party" or collectively referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, Developer seeks to develop or cause the development of approximately 69.0681 acres of land at the southeast corner of Farm-to-Market Road 878, also known as Palmetto Road and Farm-to-Market Road 879, also known as Palmer-Boyce Road, in the City of Waxahachie, Texas, as more particularly described in the attached **Exhibit A** ("Property"); and

**WHEREAS**, in this Agreement the City and Developer wish to address certain items related to development of the Project (defined herein) planned on the Property, including details regarding the construction of certain Public Improvements (defined herein) as well as certain City fees including a reduction in City impact fees in exchange for such construction; and

**WHEREAS**, the City and Developer acknowledge that the construction of the Project and the Public Improvements is desirable; however, both Parties recognize that there are capital costs associated with the proposed construction that will be incurred by Developer for the Public Improvements, which construction will serve other areas of the City and increase their value and economic viability; and

**WHEREAS**, the City desires that Developer undertake such construction and agrees that it is appropriate to offer the Developer transferable reductions against impact fees associated with current or future development of the Property; and

**WHEREAS**, this Agreement is in the best interests of the City and Developer and it is deemed mutually beneficial to each; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code provides that Texas municipalities may create programs to promote local economic development; and

**WHEREAS**, the City wishes to partner with Developer and provide incentives to Developer to assist in the continued economic development of the Property, particularly since the Property and the Project are located in an underdeveloped and underserved area of Waxahachie and will lead to further economic development in the area; and

**WHEREAS**, the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City and, as such, meets the requisites under

Chapter 380 of the Texas Local Government Code and further, is in the best interests of the City and Developer.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Developer covenant and agree as follows:

1. **Description of the Project.** Developer intends to develop the Property (or portion thereof) with multifamily uses in one or more phases, along with related accessory uses and infrastructure associated therewith (the "Project"). The Zoning Ordinance of the City of Waxahachie, Texas, passed and approved on the 21st day of May, 2018, together with all amendments thereto in effect as of the Effective Date, establishes the exterior building materials standards applicable to the development of multi-family uses within the Property, as follows:

A. **Exterior Building Materials:** All principal buildings and structures constructed for multi-family use, shall be constructed in such a manner to include Masonry Construction covering at least ninety (90) percent of the total exterior walls, excluding doors and windows (the "Building Materials Standard"). "Masonry Construction" means that form of exterior construction materials including brick, stone, granite, marble, decorative concrete block or tile, other similar building units or materials, or a combination of these materials laid up unit by unit and set in mortar, and shall exclude wall area devoted to doors and windows. As applicable to meeting the minimum requirements for the exterior construction of buildings, this term shall include hard-fired brick, kiln-fired clay or slate materials; stone, including naturally-occurring granite, marble, limestone, slate, river rock, or other similar hard and durable all-weather stone; decorative concrete block; concrete pre-cast or tilt-wall panels; glass blocks or tiles; or stucco.

Notwithstanding the foregoing or any statement to the contrary herein, the Parties agree that the Developer may seek to amend the zoning on the Property at any point in the future, in its discretion, and any future amendments to the zoning on the Property (i) consented to by Developer and (ii) duly approved by the City Council of the City shall automatically amend the Building Materials Standard (to the extent any such zoning change or amendment addresses building materials) without any further amendment to this Agreement required. In consideration of Developer's agreement to comply with the Building Materials Standard, the City agrees that Developer has reasonable investment-backed expectations, and that the City of Waxahachie may not unilaterally change the zoning without impacting Developer's reasonable investment-backed expectations.

2. **Public Improvements; Water and Sewer Service.** As a condition to receipt of the Impact Fee Reduction (defined herein), subject to Force Majeure (defined herein) and obtaining any necessary off-site easements, Developer intends to construct the following water and sewer public infrastructure improvements: (A) offsite water line improvements consisting of approximately 5,000 linear feet of 12" PVC water pipe and all necessary appurtenances thereto including without limitation tees and gate valves and boxes; (B) offsite water line improvements consisting of approximately 4,335 linear feet

of 16" PVC water pipe and all necessary appurtenances thereto including without limitation a reducer and gate valves and boxes; and (C) offsite sanitary sewer line improvements consisting of approximately (i) 8,050 linear feet of 15" PVC sanitary sewer pipe; and (ii) all necessary appurtenances thereto including without limitation manholes for such improvements, each in the locations generally depicted on **Exhibit B** attached hereto as "Off-site Waterline 1 Proposed 12" PVC Pipe", "Off-site Waterline 2 Proposed 16" PVC Pipe" and "Off-site Sanitary Sewer Proposed 15" PVC Pipe", and as shown on the final engineering plans prepared by or on behalf of Developer (subject to final engineering design and plans, the "Public Improvements"). The City agrees to approve the alignment of the Public Improvements as shown on **Exhibit B** in lieu of any City ordinance or design standards to the contrary. Further, notwithstanding any City ordinance or design standards to the contrary, the City will not require any offsite water or sewer improvements other than the lines as shown on **Exhibit B**. In the event of a conflict between the description of the Public Improvements in this Section 2 and the depiction shown on **Exhibit B**, **Exhibit B** shall control. For the avoidance of doubt, the Parties intend that the final design and dimensions of the Public Improvements shall be as shown on the final engineering and design plans prepared by or on behalf of Developer and submitted to the City. The City agrees to be the retail water and sewer service provider to the Property and will provide such service at sufficient and adequate capacity to allow development of the Project on the Property at a density allowed by the zoning of the Property.

**3. Construction Terms and Conditions.** As conditions to receipt of the Impact Fee Reduction, Developer shall satisfy the following terms and conditions. Notwithstanding any provision in this Agreement to the contrary, Developer has no obligation hereunder to construct all or any portion of the Project, the Public Improvements, or any other improvements to the Property; however, the construction of the Public Improvements is a condition precedent to receipt of the Impact Fee Reduction.

**A. Construction in Compliance with All City Requirements.** Except as modified herein, all construction of the Public Improvements shall be in compliance with all zoning, building regulations and other construction requirements of the City, in accordance with applicable law.

**B. Maintenance Bond.** Prior to the City's acceptance of the Public Improvements, Developer shall cause to be delivered to the City a two (2) year maintenance bond for ten percent (10%) of the amount of the actual cost of the Public Improvements within public right-of-way.

**C. Completion of Construction.** Developer shall, subject to Force Majeure, complete or cause the completion of the Public Improvements within 18 months from the date of issuance of all permit(s) required to commence construction of the Public Improvements to Developer (the "Initial Completion Deadline", and as may be extended in accordance with the terms hereof, the "Completion Deadline"). Upon completion of the Public Improvements, the City will accept the Public Improvements (which acceptance will not be unreasonably withheld, conditioned, or delayed) and from and after such

acceptance, the City will own the Public Improvements and be responsible for all maintenance and operation related thereto. Otherwise stated, the City will accept the Public Improvements if the improvements are constructed to City standards set forth in applicable City ordinances, as confirmed by Developer's engineer, and Developer has provided the maintenance bond required pursuant to Section 3.B herein. The Developer has the option, in its sole discretion, to extend the Initial Completion Deadline for any reason for up to two periods of sixty (60) days each (each a "Developer Extension") by providing written notice of each such extension to the City. Further, the City Manager or the Director of Public Works of the City may administratively extend the Completion Deadline, in its discretion, at the request of Developer beyond any Developer Extension(s). For the avoidance of doubt, the City agrees that (i) neither the completion of the Public Improvements (or any portion thereof) nor the recordation/approval of a final plat shall be a condition to review or approval of construction plans, building permits or any other approval required for the Developer to begin construction on the Property and the City agrees not to delay any such review or approvals; and (ii) the Developer may begin construction of on-site work including but not limited to sitework, utilities, paving, grading, environmental remediation, slab and foundation work for buildings and structures prior to completion of the Public Improvements (or portion thereof) and prior to the recordation or approval of a final plat for the Property. If Developer chooses to commence construction of on-site work prior to completion of the Public Improvements, the Developer shall not hold the City liable for any damages to on-site work caused by the Developer proceeding with such on-site work prior to the completion of the Public Improvements. Any work for framing of buildings on the Property prior to completion of the Public Improvements shall be subject to the reasonable approval of the City's fire department. The City may withhold the issuance of a Certificate of Occupancy for any buildings within the Project until completion of the Public Improvements.

D. Reasonable Cooperation. If Developer is unable to obtain any needed off-site easements for the Public Improvements, the City agrees to work with and cooperate with the Developer on design modifications for the alignment of the Public Improvements that are mutually agreeable to both Parties. Further, the Parties agree to cooperate in any future amendments to this Agreement needed to enable Developer to construct the Public Improvements and any other infrastructure necessary for the Project.

E. Except for the Public Improvements (as defined herein), the Parties agree that no off-site facilities, improvements or dedications are or will be required for the development of the Property.

#### **4. City Impact Fees and Reimbursement for Oversize Costs.**

A. Impact Fee Rates and Collection. If the Developer completes or causes the completion of the Public Improvements, the water and wastewater impact fee rates applicable to development of the Property (the "Impact Fee Rate") shall be subject to the Impact Fee Reduction set forth below. Further, the roadway impact fee rate for the Property shall be as set forth herein. Pursuant to the Code of Ordinances of the City of Waxahachie, Texas, Chapter 33 (Utilities), Article VII (Impact Fees), Section 33-155(b),

the City agrees that impact fees (which shall be subject to the Impact Fee Reduction, as provided herein) for the first phase of the Project shall be collected at the time the City issues a certificate of occupancy for the first building within the first phase of the Project. Impact fees for subsequent phases of the Project (after the first phase) shall be collected at time the City issues a building permit for each such phase, respectively. For the avoidance of doubt, the Developer shall decide, in its sole discretion, which portion(s) of the Project constitute the first phase of the Project, or any subsequent phases.

B. City Impact Fee Reduction. In exchange for the Developer completing or causing the completion of the Public Improvements, the City hereby grants the following "Impact Fee Reduction" to Developer:

i. Water and Wastewater. Developer shall pay or cause to be paid wastewater impact fees at a rate of twenty-five percent (25%) of the applicable Impact Fee Rate. Developer shall pay or cause to be paid water impact fees at a rate of twenty-five percent (25%) of the applicable Impact Fee Rate. By way of example and not limitation, the Parties envision that each phase of the Project will require a 6" compound meter; and, the water impact fee for a 6" compound meter would be \$40,932.75 (0.25 x \$163,731). For the avoidance of doubt, the payment of impact fees at a rate of twenty-five percent (i.e., a seventy-five percent (75%) reduction) applies regardless of meter size; and the meter size, for each phase of the Project, as applicable, shall be determined during engineering design, in Developer's discretion.

ii. Roadway. Developer shall pay or cause to be paid roadway impact fees at a rate of \$750 per dwelling unit.

For the avoidance of doubt, Developer will only receive the Impact Fee Reduction if Developer or its assignee completes or causes the completion of the Public Improvements (e.g., via Developer's and its affiliates' contractor(s) and subcontractors) and will not be eligible for the Impact Fee Reduction if the Public Improvements are completed by an unrelated party (e.g., if Ellis County constructs such improvements).

C. Reimbursement for Oversize Costs. The Parties agree that any portion of the water pipe(s) or sewer pipe(s) included as part of the Public Improvements that is greater than 12" is oversized to provide a benefit to land outside the Property. The City shall be solely responsible for all costs attributable to portions of the Public Improvements that are oversized to provide a benefit to land outside the Property (including Construction Costs (as defined herein) attributable to oversized portions of the Public Improvements) ("Oversize Costs"). The Developer will provide the City with an estimate of the Oversize Costs based on its budget for the Public Improvements. The City shall deposit an amount equal to such estimate (the "Oversize Funds") with a mutually agreed upon escrow agent within thirty (30) days of receipt of a request to deposit such funds from Developer. If the City does not timely deposit the Oversize Funds, the Completion Deadline shall be extended for an amount of time equal to each day over such thirty (30) day deadline that the City delays depositing the same. The Developer may draw on the Oversize Funds to pay for the Oversize Costs during construction of the Public Improvements. If the

Oversize Costs exceed the amount of funds escrowed in accordance with this subsection, the City shall deposit additional funds as requested by Developer with the escrow agent within 10 calendar days after written notice from Developer. Any unused Oversize Funds subject to the escrow will be refunded to the City within thirty (30) days of the City's acceptance of the Public Improvements. For purposes of this subsection, "Construction Costs" shall mean any contributions, dedications or costs or fees actually paid for infrastructure improvements, as applicable, including without limitation the costs related to engineering, design, surveying, permitting, construction, inspection, materials, the cost of any bonds, supplies, labor, testing, financing, off-site, insurance, third party property/easement acquisitions, and all costs related in any manner to such infrastructure improvements.

**5. Developer Liability Fee.** Developer (on behalf of itself and its assigns) agrees that, if it enters into a contract with the City to establish a developer's liability fee pursuant to Section 33-91 of the Code of Ordinances of the City of Waxahachie, Texas, then Developer will exclude approximately 503.77 acres of land owned in separate interests by the Karen S. Anderson Irrevocable Trust and the Anderson Christian Foundation, a South Dakota corporation, more particularly described in the attached **Exhibit C ("Anderson Property")** from any developer liability fee established pursuant to such a contract.

**6. Park Dedication and Fees.** No land dedication for parks shall be required for development of the Property. Developer will meet the park land dedication requirements under the Code of Ordinances of the City of Waxahachie, Texas, Appendix C, Section 4.4, in whole by a cash payment in lieu of land dedication. The cash payment in lieu of land dedication shall be met by the payment of a fee per dwelling unit set by ordinance of the City Council of the City as of the Effective Date. Except for the aforementioned fee, no park fees shall be required for development of the Property.

**7. Permitting and Approvals.** The City agrees to use good faith efforts to provide prompt review and responses to any permits, approvals, plats, plans, inspections, applications and other requests in connection with the Project and the Public Improvements as is reasonably practicable and in accordance with applicable law.

**8. Default.** If Developer fails to comply with any provision of this Agreement after receiving ninety (90) days' written notice to comply from the City or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 90-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, the City shall have the following remedies as its sole and exclusive remedies:

(a) the City may withhold a certificate of occupancy for the Project until the balance of all impact fees and park fees are paid without any reduction; and/or

(b) the City may terminate this Agreement upon written notice to Developer.



Dallas, Texas 75208  
Attn: Zach Gensior  
zach@alpinestartdev.com

with copy to: Winstead PC  
2728 N. Harwood Street, Suite 500  
Dallas, Texas 75201  
Attn: Laura Hoffmann  
lhoffmann@winstead.com

Any Party may change its address by written notice in accordance with this section.

**12. Prevailing Party.** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

**13. Sovereign Immunity.** The Parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, City agrees that it has waived its sovereign immunity, and to that extent only.

**14. Effect of 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; 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.

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

**16. 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. Entire Agreement; Effectiveness of Agreement.** This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party.

This Agreement shall become effective ("Effective Date") upon the date of execution by both Parties.

**18. Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

**19. Assignment.** Developer may transfer or assign its rights and/or obligations under this Agreement, including without limitation the Impact Fee Reduction, in whole or in part, to subsequent owners of all or a portion of the Property without the prior consent of the City, provided that such transfer or assignment is made by written instrument recorded in the Official Public Records of Ellis County, Texas, and a copy of such recorded transfer or assignment instrument is provided to the City Manager's office of the City.

**20. Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; strike; inclement weather; inability to procure, shortages or unavailability of labor, supplies or materials; governmental action or inaction (unless caused by negligence or omissions of such Party); failure of power or utility delays; fires; explosions; floods; riot; insurrection; incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or any governmental orders, actions, shut-downs, mandates, restrictions or quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; or other circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such Party was delayed ("Force Majeure"). Notwithstanding the foregoing or anything contained herein to the contrary, in no event shall Force Majeure apply to the payment of any monetary obligations of the City.

**21. Authority to Execute; Binding Obligation.**

A. The Agreement shall become a binding obligation on the signatories upon the Effective Date. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer

to same. This Agreement shall be a covenant running with the land and shall be binding upon the Parties hereto and their respective successors, heirs assigns, grantees, representatives, and all others holding any interest in the Property. The Parties shall cause this Agreement to be filed in the Official Public Records of Ellis County, Texas.

B. Subsequent to the execution of this Agreement by the Parties, the City Council authorizes the City Manager to execute any mutually acceptable amendments to this Agreement or any of the documents attached hereto as exhibits, without prior City Council authorization.

**22. Mediation; Dispute Resolution.** In case of any disputes arising under this Agreement, including any disagreement or conflict concerning the interpretation of this Agreement, the Parties agree to attempt to resolve such disputes through good faith negotiations between authorized representatives of both Parties. In the event such dispute cannot be resolved by the Parties, the Parties shall decide, each in their own discretion, whether they desire to submit the dispute to non-binding mediation. The dispute shall only be submitted to mediation (i) if the Parties mutually agree to submit the dispute to mediation; and (ii) mutually agree on a mediator. If the Parties so decide to submit a dispute to non-binding mediation and a dispute cannot be resolved through non-binding mediation, either Party may pursue any available legal remedies, subject to Section 8, in any court of competent jurisdiction that satisfies the requirements of Section 10, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

**23. Indemnification.** Developer, individually and on behalf of its respective officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees (the "Developer Parties"), does hereby agree to release, defend, indemnify and hold harmless the City and the City Parties (defined herein) 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) against the City arising out of any wrongful, negligent, or intentional act of Developer or the Developer Parties in connection with Developer's obligations hereunder, including construction of the Public Improvements ("Claims"), provided that the foregoing shall not apply to any liability resulting from the negligence or willful misconduct of the City or the City Parties, and in the event of any such negligence or willful misconduct of the City or the City Parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Developer is expressly required to defend the City against all such Claims arising under this Agreement, and the City is required to reasonably cooperate and assist Developer in providing such defense. The Developer's obligations pursuant to this Section 23 with respect to the Public Improvements shall terminate upon the City's acceptance of the Public Improvements.

The City, and on behalf of its officers, agents, elected or appointed officials, representatives, vendors, grantees, trustees or employees ("City Parties"), does hereby

agree to release, defend, indemnify and hold harmless the Developer and the Developer Parties 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), arising out of any wrongful, negligent, or intentional act of the City Parties in connection with the City's obligations hereunder or the City Parties' acts or omissions at the Property, provided that the foregoing shall not apply to any liability resulting from the negligence or willful misconduct of the Developer or the Developer Parties, and in the event of any such negligence or willful misconduct of the Developer or the Developer Parties, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas.

**24. Time.** Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

**25. 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.

**26. Compliance with Chapter 2264, Texas Government Code.** Developer certifies that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, Developer or any branches, divisions, or departments of Developer, is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of any public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date the City notifies Developer of the violation. This Section does not apply to violations of any subsidiary or other affiliate of Developer, any franchisees of Developer, or any person or entity with whom Developer contracts.

**27. Exactions/Infrastructure Costs.** Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Provided that Developer receives (i) the Impact Fee Reduction as provided hereunder; (ii) an agreement with the City for repayment via a developer's liability fee pursuant to Chapter 33, Section 33-91 of the Code of Ordinances of the City of Waxahachie, Texas (the "Developer's Liability Fee Agreement"); and (iii) reimbursement of any oversize costs as provided herein, Developer hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the construction of the Public Improvements as provided herein is roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, provided that Developer receives the Impact Fee Reduction, reimbursement of any oversize costs as provided herein and the Developer's

Liability Fee Agreement, Developer hereby releases the City from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of the construction of the Public Improvements as contemplated by this Agreement.

**28. Miscellaneous Drafting Provisions; Interpretation.** 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. Moreover, in the event of any conflict between any term or provision contained in this Agreement and any applicable City ordinances related to development standards for the Project and/or the Public Improvements, the terms or provisions of this Agreement shall apply and control. Except as otherwise provided herein, the Developer agrees to comply with applicable City ordinances and engineering design criteria in the construction of the Project and the Public Improvements.

**29. Estoppel.** Any Party shall, at any time upon reasonable request by any other Party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing default and the steps required to cure the same), the status of completion of the Public Improvements and/or any other obligations set forth in this Agreement.

**30. Non-Boycott of Israel.** In accordance with Chapter 2271, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the Company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2271 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2271 for the reasons stated herein, the signatory executing this Agreement on behalf of the Developer verifies by the Developer's signature on this Agreement that the company does not boycott Israel and will not boycott Israel during the term of this Agreement.

**31. Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go to the Texas Ethics Commission's website to complete a Form 1295 Certificate and further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City, at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate.

**32. Prohibition of Contracts with Certain Companies.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that

the Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

**33. Verification Against Discrimination of Firearms or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

**34. Verification Against Discrimination; Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least \$100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the term of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

*[Signature page(s) follow.]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this document to be executed as of the date first above written.

**THE CITY OF WAXAHACHIE, TEXAS**

By: \_\_\_\_\_  
Name: Ricky Boyd  
Title: Interim City Manager

**STATE OF TEXAS            )**  
**)**  
**COUNTY OF ELLIS         )**

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2025, by Ricky Boyd, Interim City Manager for the City of Waxahachie, Texas, on behalf of the City of Waxahachie, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

**ASD PALMETTO INFRASTRUCTURE LLC,**  
a Texas limited liability company

By: Alpine Start Development LLC,  
a Texas limited liability company  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_,  
Managing Member

**STATE OF TEXAS** )

**COUNTY OF \_\_\_\_\_** )

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, the Managing Member of Alpine Start Development LLC, a Texas limited liability company, the Manager of ASD Palmetto Infrastructure LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary public in and for the State of Texas  
My commission expires: \_\_\_\_\_

**EXHIBIT A****Property Legal Description**

**BEING** a 69.0681 acre (3,008,606 square foot) tract of land situated in the W.C. Calder Survey, Abstract No. 235, and the S.C. White Survey, Abstract No. 1249, City of Waxahachie, Ellis County, Texas, being all of a tract of land described in a Special Warranty Deed with Vendor's Lien to 878 Palmetto, LLC, recorded in Instrument Number 2127098, Official Public Records, Ellis County, Texas (O.P.R.E.C.T.); said tract being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod found in the south right-of-way line of F.M. 878 (Palmetto Road) (variable width public right-of-way), being the north corner of said 878 Palmetto tract and the west corner of Lot 1, Brittany Place, an addition to the City of Waxahachie, according to the plat recorded in Cabinet E, Slide 325, Plat Records, Ellis County, Texas (P.R.E.C.T.), from which a 3/8" iron rod found bears North 60°19'05" East, 335.00 feet being the north corner of said Lot 1, Brittany Place and the most northerly northwest corner of a tract of land described in a deed to Anna Patricia Hooper recorded in Volume 1499, Page 485, Deed Records, Ellis County, Texas (D.R.E.C.T.);

**THENCE** South 30°35'52" East, along the northeast line of said 878 Palmetto tract and the southwest line of said Lot 1, Brittany Place, at a distance of 390.14 feet passing a point for corner being the south corner of said Lot 1, Brittany Place and the most westerly northwest corner of said Hooper tract, from which a 1/2" iron rod found bears South 64°20'33" West, 3.93 feet, continuing along the said northeast line of 878 Palmetto tract and the southwest line of said Hooper tract, in all a total distance of 1,258.85 feet to a 3/8" iron rod found being the most easterly northeast corner of said 878 Palmetto tract and the north corner of a tract of land described in a deed to Marvin Earl Brock & Vera Lena Brock, recorded in Volume 715, Page 616, D.R.E.C.T.;

**THENCE** South 59°28'29" West, along a south line of said 878 Palmetto tract and the northwest line of said Brock tract, a distance of 322.34 feet to a 3/8" iron rod found being an ell corner of said 878 Palmetto tract and the west corner of said Brock tract;

**THENCE** South 30°58'17" East, along a northeast line of said 878 Palmetto tract and the southwest line of said Brock tract, a distance of 662.66 feet to a 5/8" iron rod set with a cap stamped "KHA" in the north right-of-way line of F.M. 879 (Palmer-Boyce Road) (variable width public right-of-way), being the southeast corner of said 878 Palmetto tract and the southwest corner of said Brock tract, from which a 3/8" iron rod found bears South 88°23'35" East, 1.25 feet, said point being the beginning of a non-tangent curve to the right with a radius of 2,824.99 feet, a central angle of 04°22'12", and a chord bearing and distance of South 86°48'47" West, 215.42 feet;

**THENCE** along the south line of said 878 Palmetto tract and the said north right-of-way line of F.M. 879 as follows:

- 1) Southwesterly, with said non-tangent curve to the right, an arc distance of 215.47 feet to a 5/8" iron rod set with a cap stamped "KHA";
- 2) South 88°59'53" West, a distance of 2,128.63 feet to a 1/2" iron rod found being the most southerly southwest corner of said 878 Palmetto tract;
- 3) North 55°02'53" West, a distance of 127.16 feet to a 5/8" iron rod set with a cap stamped "KHA" in the west line of said 878 Palmetto tract and the east right-of-way line of said F.M. 879;

**THENCE** along the said west line of 878 Palmetto tract and the said east right-of-way line of F.M. 879 as follows:

- 1) North 02°14'13" West, a distance of 390.95 feet to a 3/8" iron rod found;
- 2) North 13°48'12" East, a distance of 286.95 feet to a 5/8" iron rod found;
- 3) North 31°13'53" West, a distance of 196.07 feet to a 1/2" iron rod found being the most westerly northwest corner of said 878 Palmetto tract;
- 4) North 13°01'41" East, a distance of 71.41 feet to a 5/8" iron rod set with a cap stamped "KHA" in the said south right-of-way line of F.M. 878 being the most northerly northwest corner of said 878 Palmetto tract;

**EXHIBIT B**

**Public Improvements**

(see attached)

**EXHIBIT C****Anderson Property Description**

Parcel 1--Chester Farm  
67.432 acres

**BEING** all that certain lot, tract, or parcel of land situated in the J. Johnson Survey, Abstract No. 557, and being all of a called 67.432 acre tract described by instrument recorded in Volume 2011, Page 1850 of the Official Public Records, Ellis County, Texas (OPRECT), and being more particularly described as follows:

**BEGINNING** at a 1/2" steel rod found in Parks Schoolhouse Road (a public road) and in the recognized west line of said Johnson survey and the east line of the S.M. Duritt Survey, Abstract No. 272, for the upper southwest corner of this tract and said 67.432 acre tract, said rod being the northwest corner of a called 3.268 acre tract described by instrument recorded in Volume 1842, Page 1018 OPRECT;

**THENCE** N 30°07'10" W, 1622.47 feet (Same as deed) along said road, said survey line, and the upper west line of this tract and said 67.432 acre tract, to a railroad spike found for the northwest corner of this tract, said Johnson survey, and said 67.432 acre tract, said spike being the southwest corner of a called 84.657 acre tract described as the Third tract by instrument recorded in Volume 855, Page 787 of the Deed Records, Ellis County, Texas;

**THENCE** N 89°46'32" E, along the north line of this tract and said 67.432 acre tract, and along the south line of said Third tract, passing at 24.95 feet a 1/2" steel rod found for witness, continuing along a total distance of 2262.82 feet (Same as deed) to a 1/2" steel rod found for the northeast corner of this tract and said 67.432 acre tract, and being the southeast corner of said Third tract, and being the southwest corner of a called 0.4 acre tract described as the Fifth tract, and being the northwest corner of a called 126.333 acre tract described as the Second tract, in the aforementioned instrument;

**THENCE** S 00°28'17" E, 1746.14 feet (Same as deed) along the east line of this tract and said 67.432 acre tract, and along the west line of said Second tract, to a 1/2" capped steel rod found and labeled "4466" in the recognized south line of said Johnson survey and the north line of the B. Collier Survey, Abstract No. 216, for the southeast corner of this tract and said 67.432 acre tract, and being the southwest corner of said Second tract, and being in the north line of a called 949.889 acre tract described by instrument recorded in Volume 1044, Page 919 OPRECT;

**THENCE** S 89°52'57" W, 844.34 feet (Same as deed) along said survey line, and along the lower south line of this tract and said 67.432 acre tract, and along the north line of said 949.889 acre tract, to a 1/2" steel rod found for lower southwest corner of this tract and said 67.432 acre tract, and being the southeast corner of said 3.268 acre tract;

**THENCE** N 30°11'34" W, 388.86 feet (Same as deed) along the lower west line of this tract and said 67.432 acre tract, and along the east line of said 3.268 acre tract, to a 1/2" steel rod found for the inset southwest corner of this tract and said 67.432 acre tract, and being the northeast corner of said 3.268 acre tract;

**THENCE** S 89°55'27" W, 423.10 feet (Same as deed) along the upper south line of this tract and said 67.432 acre tract, and along the north line of said 3.268 acre tract, to the **POINT OF BEGINNING**, and containing approximately 67.432 acres of land.

Reservations from and Exceptions to Conveyance and Warranty:

**SUBJECT**, however, to all valid outstanding easements, rights-of-way, mineral and/or ground leases, mineral reservations, mineral conveyances, restrictive covenants of record, and to zoning laws, regulations and ordinances of municipal and other governmental authorities, if any.

Parcel 5--Blankenbeckler Farm  
304.511 acres

**TRACT ONE:**

BEING all that certain lot, tract, or parcel of land situated in the J. JOHNSON SURVEY, Abstract No. 557; and a part of the S.C. WHITE SURVEY, Abst. No. 1249; in Ellis County, Texas, and being a part of a called FIRST TRACT (84.95 acres) and all of a called FOURTH TRACT (0.26 acre) of land described in Volume 855, Page 787, Deed Records, Ellis County, Texas, (DRECT), and being more particularly described as follows:

BEGINNING at a 1/2" steel rod set for the northeast corner of the said 84.95 acre tract and the east corner of the said 0.26 acre tract and being in the west line of a called 13 feet by 1000 feet (0.3 acre) strip of land described in Volume 112, Page 378, DRECT, and also being in the recognized north line of the Johnson Survey and recognized south line of the White Survey;

THENCE S 00°44'32" E, 1057.89 feet (Deed-SOUTH) along the east line of this tract and same for the 84.95 acre tract and along the west line of the said 0.3 acre tract to a railroad rail found in the north line of the Union Pacific Railroad for the southeast corner of this tract and the southwest corner of the 0.3 acre tract;

THENCE N 80°40'07" W, 3442.32 feet through the said 84.95 acre tract and along the south line of this tract and along the north line of the said Union Pacific Railroad to a 1/2" steel rod set in the intersection of the said north line of the railroad with the east line of U.S. Highway 287 for the southwest corner of this tract;

THENCE continuing through the original 84.95 acre tract and along the west line of this tract and along the east line of U.S. Highway 287 as follows: N 27°40'00" W, 503.03 feet (Texas Highway Department map - N 27°26' W, same distance) to a 1/2" steel rod set for the most westerly corner of this tract; and N 34°35'00" E, 33.28 feet ( THD map - N 34°49' E, same distance) to a 1/2" steel rod set in the intersection of the said east line of U.S. Highway 287 with the south line of F.M. 879, (a public road), for the upper west corner of this tract and being in a non-tangent curve oriented counter clockwise and whose radius bears N 07°42'47"E;

THENCE continuing through the original 84.95 acre tract and its current north line and along the north line of this tract and along the south line of F.M. 879 as follows: 56.43 along the arc of said curve (Central Angle = 09°54'13"; Radius = 326.48 feet; Long Chord = S 87°14'20" E, 56.36 feet) to a wooden highway department monument found for corner; N 89°47'49" E, 2165.11 feet (Texas Highway Department map - S 89°55' E) to a 1/2" steel rod set for corner in the beginning of a non-tangent curve oriented counter clockwise and whose radius bears N 00°12'19" W; continuing 238.28 feet along the arc of said curve and passing the original north line of the 84.95 acre tract and recognized north line of the Johnson Survey and the recognized south line of the White Survey and passing the west corner of the called 0.26 acre tract, (Central Angle = 4°42'00"; Radius = 2904.79 feet; Long Chord = N 87°26'41" E, 238.21 feet) to a 1/2" steel rod set for corner; and N 85°08'43" E, 1096.00 feet ( THD map - N 85°23' E) along the north line of the said 0.26 acre tract to a 1/2" steel rod set for the northeast corner of the said 0.26 acre tract;

THENCE S 29°34'35" E, 93.83 feet (Deed - S 30° E) along the northeast line of this tract and same for the said 0.26 acre tract to the POINT OF BEGINNING and containing approximately 61.542 acres of land.

**TRACT TWO:**

BEING all that certain lot, tract, or parcel of land situated in the J. JOHNSON SURVEY, Abstract No. 557; and a part of the J.B. & ANN ADAMS SURVEY, Abst. No. 5; in Ellis County, Texas, and being a part of a called FIRST TRACT (84.95 acres); all of a called SECOND TRACT (126.33 acres); a part of a called THIRD TRACT (84.67 acres); and all of a called FIFTH TRACT (0.4 acre) of land described in Volume 855, Page 787, Deed Records, Ellis County, Texas, (DRECT), and being more particularly described as follows:

## Parcel 5—2nd page

**BEGINNING** at a 1/2" steel rod set at a 60D nail found at a fence corner for the northeast corner of the said 126.33 acre tract and the most easterly northeast corner of this tract and being the most northerly northwest corner of a called 941.889 acre tract of land described in Volume 1044, Page 919, Official Public Records, Ellis County, Texas, (OPRECT), and also being in the south line of a called 36.10 acre tract of land described in Volume 1091, Page 266, OPRECT, and is the occupied easterly northeast corner of the Johnson Survey and is the occupied northwest corner of the C. Bedwell Survey, Abst. No. 94, and lies in an occupied south line of the said Adams Survey;

**THENCE** S 00°37'12" E, 1762.04 feet (Deed-Record bearing basis from 941.889 acre tract, same distance) along the most easterly east line of this tract and the east line of the 126.33 acre tract and the upper west line of the 941.889 acre tract and along the occupied Johnson-Bedwell Survey line to a 1/2" steel rod found for the southeast corner of the said 126.33 acre tract and same for this tract and

being an inset corner of the said 941.889 acre tract and is the occupied southeast corner of the Johnson Survey and the occupied southwest corner of the Bedwell Survey and lies in the occupied north line of the B. Collier Survey, Abst. No. 216;

**THENCE** S 89°52'57" W, 3363.16 feet along the south line of the 126.33 acre tract and the lower south line of this tract and along the north line of the 941.889 acre tract and along the Johnson-Collier survey line to a 1/2" steel rod set for the southwest corner of the 126.33 acre tract and the lower southwest corner of this tract and being the southeast corner of a called 67.376 acre tract of land described in Volume 1732, Page 2409, OPRECT;

**THENCE** N 00°28'17" W, 1746.14 feet along the west line of the said 126.33 acre tract and a lower west line of this tract and along the east line of the said 67.376 acre tract to a 1/2" steel rod found for the northwest corner of the 126.33 acre tract and the northeast corner of the 67.376 acre tract and being the southwest corner of the said 0.4 acre tract and is also the southeast corner of the said 84.67 acre tract;

**THENCE** S 89°46'32" W, along the south line of the said 84.67 acre tract and an upper south line of this tract and along the north line of the said 67.376 acre tract at 2237.87 feet pass a 1/2" steel rod found for witness corner, in all, 2262.82 feet to a railroad spike set in Parks School House Road, (a public road), for a southwest corner of this tract and the southwest corner of the 84.67 acre tract and the northwest corner of the 67.376 acre tract and being in the occupied southwest line of the said Johnson Survey and occupied northeast line of the S.M. Duritt Survey, Abst. No. 272;

**THENCE** N 31°25'34" W, 397.09 feet along the southwest line of this tract and same for the said 84.67 acre tract and along the Johnson-Duritt survey line and along said road to a railroad spike set for a westerly corner of this tract and being in an easterly line of U.S. Highway 287;

**THENCE** into the said 84.67 acre tract and along U.S. Highway 287 as follows: N 75°35'00" E, 67.43 feet (Texas Highway Department map - N 75°49' E, same distance) to a wooden highway monument found for a corner of this tract; N 29°48'22" W, 638.46 feet, (THD Map - N 29°32' W, 638.82 feet), to a wooden highway monument found for corner; and S 60°09'02" W, 65.01 feet (THD map - S 60°28' W, same distance) to a 1/2" steel rod set in the original southwest line of the said 84.67 acre tract and in the said Johnson-Duritt survey line for a corner of this tract;

**THENCE** N 30°42'29" W, 981.26 feet (Deed - N 30° W) leaving the said U.S. Highway 287 line and along the southwest line of the 84.67 acre tract and said Johnson-Duritt survey line passing the west corner of the 84.67 acre tract and the southwest corner of the called 84.95 acre tract to a 1/2" steel rod set in the intersection of said lines with the east line of U.S. Highway 287;

Parcel 5--3rd page

THENCE N 14°31'37" W, 268.46 feet along the west line of this tract and through the original 84.95 acre tract and along the east line of U.S. Highway 287 to a wooden highway monument found in the intersection of the east line of U.S. Highway 287 with the south line of the Union Pacific Railroad;

THENCE S 80°39'59" E, 3407.22 feet through the original 84.95 acre tract and along the north line of this tract and along the south line of the Union Pacific Railroad to a 1/2" steel rod set for a northeast corner of this tract and being in the east line of the said 84.95 acre tract and in the occupied east line of the Johnson Survey and occupied west line of the Adams Survey;

THENCE S 00°37'17" W, 24.65 feet along the east line of the said 84.95 acre tract and the Johnson-Adams survey line and a widening in the railroad right-of-way line to a railroad rail found for a corner of this tract and being the northwest corner of the 0.4 acre tract;

THENCE S 87°57'45" E, 13.05 feet along the south line of the railroad and north line of the 0.4 acre tract and into the said Adams Survey to a 1/2" steel rod found for a corner of this tract and being the northeast corner of the 0.4 acre tract and which lies in the west line of a called 141.48 acre tract of land described in Volume 448, Page 222, DRECT;

THENCE S 00°37'24" W, 1394.28 feet (Deed - SOUTH) along the east line of the said 0.4 acre tract and the upper east line of this tract and along the west line of the 141.48 acre tract to a 1/2" steel rod found for the southeast corner of the 0.4 acre tract and an inset corner of this tract and being the current southwest corner of the 141.48 acre tract and lies in the north line of the said 126.33 acre tract and also lies in the occupied south line of the Adams Survey and north line of the Johnson Survey;

THENCE N 89°36'40" E, (Deed - EAST) along the lower north line of this tract and the north line of the said 126.33 acre tract and along the south line of the 141.48 acre tract at approximately 2302 feet pass the southeast corner of the 141.48 acre tract and the southwest corner of the 36.10 acre tract, continuing along the south line of the 36.10 acre tract, in all, 3345.54 feet to the POINT OF BEGINNING and containing approximately 242.969 acres of land.

Reservations from and Exceptions to Conveyance and Warranty:

SUBJECT, however, to all valid outstanding easements, rights-of-way, mineral and/or ground leases, mineral reservations, mineral conveyances, restrictive covenants of record, and to zoning laws, regulations and ordinances of municipal and other governmental authorities, if any.

Parcel 8--Thompson Farm

## TRACT 1:

BEING a tract of land situated in the J.B. & Ann Adams Survey, Abstract No. 5, Ellis County, Texas, the subject tract being a portion of a tract conveyed to Mildred Thompson-Schwab according to the deed recorded in Volume 625, Page 290 of the Deed Records, Ellis County, Texas (DRECT), with the subject tract being more particularly described as follows:

BEGINNING at a point on the south line of Farm to Market Road 879, an 80 foot right-of-way (also known as the Old Waxahachie and Boyce Road), from which a 1/2" iron rod found on the north line of said road, for the southwest corner of a tract conveyed to Sri Netra LLC, recorded in Volume 2462, Page 2432 DRECT, bears N 50°44'30" W, 118.06 feet;

THENCE along the south line of Farm to Market Road 879, the following:

A curve to the right having a central angle of 01°06'32", a radius of 2824.79 feet, a chord of N 88°14'42" E - 54.67 feet, an arc length of 54.67 feet to a point for corner;

N 88°47'58" E, 1770.20 feet to a point for corner;

A tangent curve to the right having a central angle of 07°46'00", a radius of 2251.83 feet, a chord of S 87°19'02" E - 305.01 feet, an arc length of 305.24 feet to a point for corner;

And S 83°26'02" E, 181.81 feet to a point for corner for the northwest corner of a tract conveyed to Raymond Andrew McCullough, recorded in Volume 1110, Page 1051, and in Volume 1091, Page 266 DRECT, from which a 1/2" iron rod found on the north line of said road bears N 00°50'27" W, 80.89 feet;

THENCE S 00°50'27" E, along the west line of said McCullough tract, passing at 1463.12 feet the north line of the Union Pacific Railroad, a called 100 foot right-of-way (formerly known as the Central Texas & Northwestern Railroad), passing at 1564.43 feet a 3/4" iron rod found on the south line thereof, and continuing a total distance of 2566.36 feet to a 3/4" iron pipe found on the north line of a tract conveyed to Karen Anderson by deed recorded in Volume 2664, Page 88 DRECT;

THENCE S 88°37'56" W, 2278.78 feet along the north line thereof to a 3/4" iron pipe found for an inset corner thereof;

THENCE N 00°21'32" W, continuing along an easterly line of said Anderson tract, passing at 1390.66 feet the south line of said railroad, continuing a total distance of 1394.28 feet to a point for corner;

Parcel 8--2nd Page

THENCE N 88°56'41" W, 13.05 feet continuing along an easterly line of said Anderson tract, and along said railroad, to a point for corner;

THENCE N 00°32'33" W, continuing along an easterly line of said Anderson tract, and along said railroad, passing at 26.13 feet a point where said railroad right-of-way becomes 50 foot in width, continuing a total distance of 76.74 feet to a point for corner being on the north line of said 50 foot right-of-way;

THENCE N 81°36'53" W, 13.20 feet continuing along an easterly line of said Anderson tract, and along the north line of said railroad, to a point for corner;

THENCE N 01°41'18" W, continuing along an easterly line of said Anderson tract, and along said railroad, passing at 22.62 feet the north line of said 100 foot wide portion of right-of-way, continuing a total distance of 1144.13 feet to the POINT OF BEGINNING with the subject tract containing 5,968,103 square feet or 137.009 acres of land SAVE AND EXCEPT the following:

SAVE & EXCEPT TRACT:

BEING a tract of land situated in the J.B. & Ann Adams Survey, Abstract No. 5, Ellis County, Texas, the subject tract being a portion of a tract conveyed to Mildred Thompson-Schwab according to the deed recorded in Volume 625, Page 290 of the Deed Records, Ellis County, Texas (DIRECT), being that portion within the with Union Pacific Railroad, a called 100 foot right-of-way (formerly known as the Central Texas & Northwestern Railroad), conveyed by deed recorded in Volume 99, Page 547 DIRECT, with the subject tract being more particularly described as follows:

BEGINNING at a 3/4" iron rod found on the west line of a tract conveyed to Raymond Andrew McCullough, recorded in Volume 1110, Page 1051, and in Volume 1091, Page 266 DIRECT and on the south line of said railroad;

THENCE N 81°37'38" W, 2296.62 feet along the south line thereof to an east line of a tract conveyed to Karen Anderson by deed recorded in Volume 2664, Page 88 DIRECT;

THENCE along the common line thereof, the following:

N00°21'32" W, 3.62 feet;

N 88°56'41" W, 13.05 feet;

N 00°32'33" W, 76.74 feet;

N 81°36'53" W, 13.20 feet;

And N 01°41'18" W, 22.62 feet to the north line of said railroad;

(15)

Parcel 8--3rd Page

THENCE S 81°37'38" E, 2322.94 feet along the north line thereof to the west line of said McCullough tract;

THENCE S 00°50'27" E, 101.31 feet along the west line thereof to the POINT OF BEGINNING with the subject tract containing 231,217 square feet or 5308 acres of land.

TRACT 2:

BEING a tract of land situated in the J.B. & Ann Adams Survey, Abstract No. 5, Ellis County, Texas, the subject tract being a portion of a tract conveyed to Mildred Thompson-Schwab according to the deed recorded in Volume 625, Page 290 of the Deed Records, Ellis County, Texas (DIRECT), with the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod found on the north line of Farm to Market Road 879, an 80 foot right-of-way (also known as the Old Waxahachie and Boyce Road), being the southwest corner of a tract conveyed to Terry and Bethany Hardy, recorded in Volume 711, Page 1003 DIRECT;

THENCE N 83°26'02" W, 171.41 feet along the north line thereof to a point for corner;

THENCE continuing along the north line thereof, around a tangent curve to the left having a central angle of 03°59'18", a radius of 2331.83 feet, a chord of N 85°25'41" W - 162.28 feet, an arc length of 162.31 feet to a point for corner for the southwest corner of a tract conveyed to Ellis County, recorded in Volume 35, Pages 47 and 48 DIRECT, from which a 1/2" iron rod with plastic cap found for the southeast corner of a tract conveyed to Sri Netra LLC, recorded in Volume 2462, Page 2432 DIRECT, bears N 38°28'16" W, 4.82 feet;

THENCE N 89°13'42" E, 331.53 feet along the south line thereof to a point for corner for the northwest corner of said Hardy tract;

THENCE S 00°51'02" E, 37.01 feet along the west line of said Hardy tract to the POINT OF BEGINNING with the subject tract containing 5,497 square feet or 0.126 acres of land.

*[The remainder of this page is blank.]*

**EXHIBIT A - LOCATION MAP**



**EXHIBIT B - ELEVATION/FACADE PLAN**



**RED BRICK SCHEME**

- EL DORADO STONE SANDERLING
- ACME BRICK QUORUM HERITAGE



FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
 BRICK & STONE - 90% (ALL ELEVATIONS)

(15)

<p><b>HUMPHREYS &amp; PARTNERS</b>                  ARCHITECTS LLP</p>	<p>CLIENT  <b>Alpine Start Development</b></p>	<p>PROJECT INFO  <b>Waxahachie, TEXAS</b></p>	<p>SHEET DESCRIPTION  <b>COLOR ELEVATIONS</b></p>	<p>JOB NUMBER  <b>24100</b></p>	<p>DATE  <b>2/04/2025</b>                  DRAWN BY  <b>MLM</b></p>	<p>SHEET  <b>C.1-1</b></p>
--	--	---	---	-------------------------------------	---	--------------------------------

© 2024 by HUMPHREYS & PARTNERS ARCHITECTS, L.P. The arrangements depicted herein are the sole property of Humphreys & Partners Architects, L.P. and may not be reproduced in any form without the written permission of Humphreys & Partners Architects, L.P. All other trademarks and registered trademarks are the property of their respective owners. Dimensions shown are of a strategic client only. Refer to notes and contract documents for additional information and requirements.

# EXHIBIT B - ELEVATION/FACADE PLAN

## RED BRICK SCHEME



EL DORADO STONE SANDERLING



ACME BRICK QUORUM HERITAGE



**BUILDING I - COURTYARD ELEVATION**



**BUILDING I - REAR ELEVATION**

(15)



FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

<b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS LP 228 E. W. 30th St., Suite 1100, Fort Worth, TX 76102	CLIENT <b>Alpine Start Development</b>	PROJECT INFO <b>Waxahatchie, TEXAS</b>	ISSUE	SHEET DESCRIPTION <b>COLOR ELEVATIONS</b>	JOB NUMBER <b>24300</b>	DATE <b>21/04/2025</b> DRAWN BY <b>M.E.M.</b>	SHEET <b>C.1-2</b>
	© 2024 by HUMPHREYS & PARTNERS ARCHITECTS LP. The arrangements depicted here in are the sole property of Humphreys & Partners Architect, LP and may not be reproduced in any form without its written permission only. Reviewers may consult due to further investigation from authorities and building code analysis. Dimensions shown are of a strategic mean only. Refer to surveys and set drawings for technical information and measurements.						

**EXHIBIT B - ELEVATION/FACADE PLAN**



**BUILDING I-FRONT ELEVATION**

**LIGHT CREAM SCHEME**



**BUILDING I-SIDE ELEVATION**

(15)



FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

<b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS LLP <small>10004-A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VV, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ</small>	CLIENT <b>Alpine Start Development</b>	PROJECT INFO <b>Waxahatchie, TEXAS</b>	ISSUE	SHEET DESCRIPTION <b>COLOR ELEVATIONS</b>	JOB NUMBER <b>24100</b>	DATE <b>2/04/2025</b> DRAWN BY <b>M.M.</b>	SHEET <b>C.1-3</b>
	<small>© 2024 by HUMPHREYS &amp; PARTNERS ARCHITECTS LLP. The arrangements depicted here are the sole property of Humphreys &amp; Partners Architects, LP and may not be reproduced in any form without its written permission only. Revisions may occur due to further investigation from authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer surveys and soil drawings for technical information and measurements.</small>						

**EXHIBIT B - ELEVATION/FACADE PLAN**

**LIGHT CREAM SCHEME**



**BUILDING I - COURTYARD ELEVATION**



**BUILDING I - REAR ELEVATION**

(15)

SCALE: 3/16" = 1'-0"

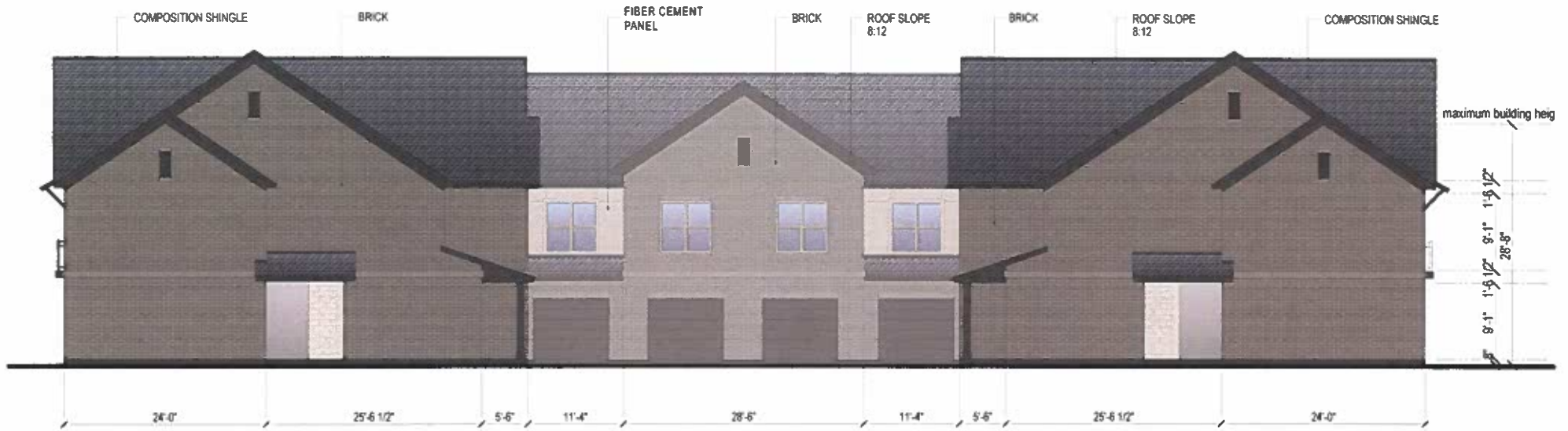


FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

<p><b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS LP</p>	<p>CLIENT <b>Alpine Start Development</b></p>	<p>PROJECT INFO <b>Waxahatchie, TEXAS</b></p>	<p>ISSUE</p>	<p>SHEET DESCRIPTION <b>COLON ELEVATIONS</b></p>	<p>JOB NUMBER <b>24100</b></p>	<p>DATE <b>21/04/2025</b> DRAWN BY <b>BLM</b></p>	<p>SHEET <b>C.1-4</b></p>
--	---	---	--------------	--	------------------------------------	---	-------------------------------

© 2025 by HUMPHREYS & PARTNERS ARCHITECTS, LP. The arrangements depicted herein are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission. Only. Reviewers also retain their further investigation from authorities and building code officials. Downloaded. These are of a strategic client only. Refer samples and cut drawings for technical information and measurements.

# EXHIBIT B - ELEVATION/FACADE PLAN



**BUILDING II-FRONT ELEVATION**



**BUILDING II-SIDE ELEVATION**

**BLACK BRICK SCHEME**



(15)



FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

<b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS LLP <small>1000 West 10th Street, Suite 200, Fort Worth, TX 76104   817.335.1100</small>	CLIENT <b>Alpine Start Development</b>	PROJECT INFO <b>Waxahatchie, TEXAS</b>	ISSUE 	SHEET DESCRIPTION <b>COLOR ELEVATIONS</b>	JOB NUMBER <b>24300</b>	DATE <b>7/10/2025</b> DRAWN BY <b>RLM</b>	SHEET <b>C.1-5</b>
	<small>© 2025 by HUMPHREYS &amp; PARTNERS ARCHITECTS, LP. The drawings are the property of Humphreys &amp; Partners Architects, LP and may not be reproduced in any form without its written permission. Reviewers may consult with local authorities and building code officials. Dimensions shown are of a preliminary nature only. Refer to surveys and civil drawings for technical information and measurements.</small>						

**EXHIBIT B - ELEVATION/FACADE PLAN**

**BLACK BRICK SCHEME**



EL DORADO STONE  
DOVE TAIL



GLEN-GERY  
EBONITE VELOUR



**BUILDING II-COURTYARD ELEVATION**

(15)



**BUILDING II-REAR ELEVATION**

SCALE: 3/16" = 1'-0"

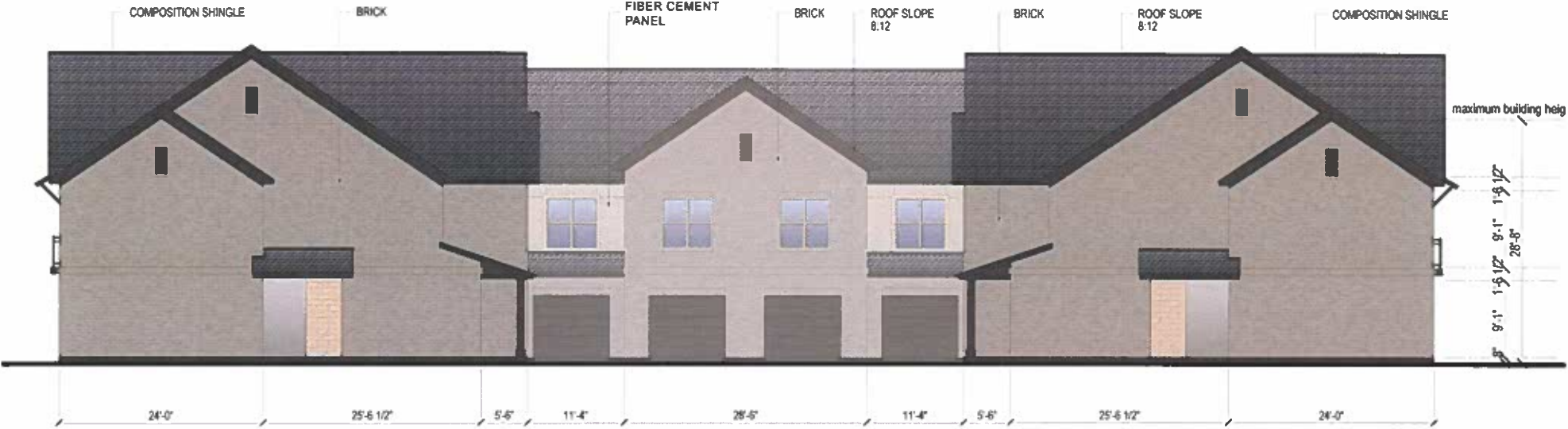


FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

<p><b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS LLP</p> <p>3333 Avenida Lake Dr., Suite 110, Austin, TX 78746</p>	<p><b>CLIENT</b> Alpine Start Development</p>	<p><b>PROJECT INFO</b> Waxahatchie, TEXAS</p>	<p><b>ISSUE</b></p>	<p><b>SHEET DESCRIPTION</b> COLOR ELEVATIONS</p>	<p><b>JOB NUMBER</b> 24989</p>	<p><b>DATE</b> 21/04/2025 <b>DRAWN BY</b> B.L.M.</p> <p><b>SHEET</b> <b>C.1-6</b></p>
---	---	---	---------------------	--	------------------------------------	---

© 2025 by HUMPHREYS & PARTNERS ARCHITECTS, LP. The arrangements depicted here in are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission only. Reviewers may consult with further investigation from authorized architectural code agencies. Dimensions shown are of a strategic sheet only. Refer to sheets and cut drawings for technical information and measurements.

**EXHIBIT B - ELEVATION/FACADE PLAN**



**BUILDING II-FRONT ELEVATION**



**BUILDING II-SIDE ELEVATION**

(15)



FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

<b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS LP <small>1000 F.W. Road, Suite 300, Waxahachie, TX 75165</small>	CLIENT <b>Alpine Start Development</b>	PROJECT INFO <b>Waxahachie, TEXAS</b>	ISSUE	SHEET DESCRIPTION <b>COLOR ELEVATIONS</b>	JOB NUMBER <b>24100</b>	DATE <b>21/04/2025</b> DRAWN BY <b>M.M.</b>	SHEET <b>C.1-7</b>
	<small>© 2024 by HUMPHREYS &amp; PARTNERS ARCHITECTS LP. The arrangements depicted here in are the sole property of Humphreys &amp; Partners Architects, LP and may not be reproduced in any form without its written permission only. Revisions may occur due to further investigation from subsurface and building code analysis. Dimensions shown are of a strategic intent only. Refer surveys and civil drawings for technical information and measurements.</small>						

**EXHIBIT B - ELEVATION/FACADE PLAN**

**WARM GRAY SCHEME**



**BUILDING II-COURTYARD ELEVATION**

(15)



**BUILDING II-REAR ELEVATION**

SCALE: 3/16" = 1'-0"



FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

<p><b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS LP</p>	<p>CLIENT <b>Alpine Start Development</b></p>	<p>PROJECT INFO <b>Waxahatchie, TEXAS</b></p>	<p>ISSUE</p>	<p>SHEET DESCRIPTION <b>COLOR ELEVATIONS</b></p>	<p>JOB NUMBER <b>24199</b></p>	<p>DATE <b>21/04/2025</b> DRAWN BY <b>M.J.M.</b></p> <p>SHEET <b>C.1-8</b></p>
--	---	---	--------------	--	------------------------------------	--

© 2024 by HUMPHREYS & PARTNERS ARCHITECTS, LP. The arrangements depicted here are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission only. Revisions may occur due to further investigation from authorities and building code updates. Dimensions shown are of a strategic intent only. Refer surveys and civil drawings for technical information and measurements.

**EXHIBIT B - ELEVATION/FACADE PLAN**



**CLUBHOUSE -FRONT ELEVATION**

**COLOR SCHEME**



**CLUBHOUSE -RIGHT ELEVATION**

(15)

SCALE: 3/16" = 1'-0"



FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

**HUMPHREYS & PARTNERS**  
ARCHITECTS & LP

CLIENT  
**Alpine Start Development**

PROJECT INFO  
**Waxbachle, TEXAS**

SHEET DESCRIPTION  
**COLOR ELEVATIONS**

JOB NUMBER  
**20100**

DATE  
**2/1/04/2025**  
DRAWN BY  
**R.L.M.**

SHEET  
**C.1-9**

© 2024 by HUMPHREYS & PARTNERS ARCHITECTS, LP. The arrangements depicted herein are the sole property of Humphreys & Partners Architects, LP and may not be reproduced in any form without its written permission only. Revisions may occur due to further investigation from authorities and building code analysis. Dimensions shown are of a strategic intent only. Refer to survey and civil drawings for technical information and measurements.

**EXHIBIT B - ELEVATION/FACADE PLAN**



**CLUBHOUSE -REAR ELEVATION**

**COLOR SCHEME**



**CLUBHOUSE -LEFT ELEVATION**



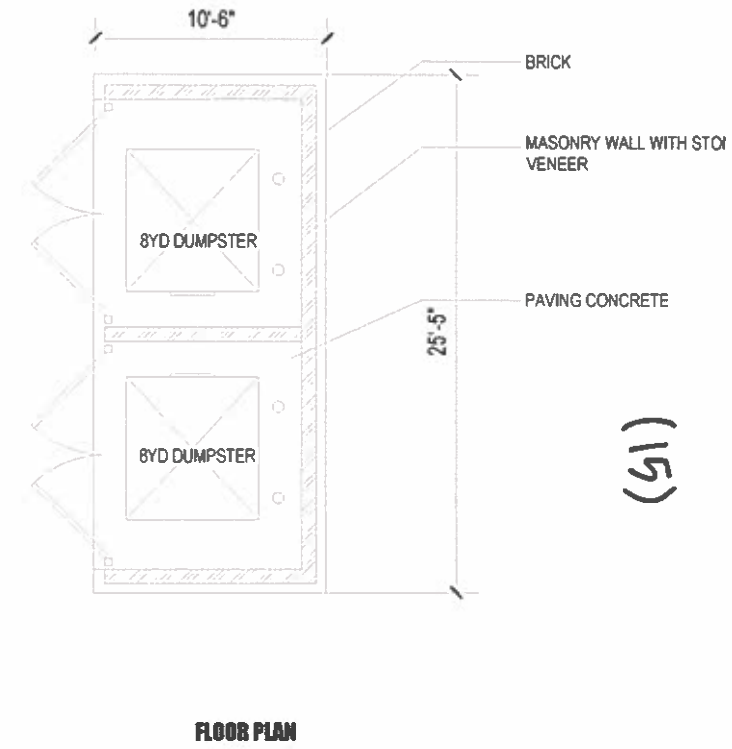
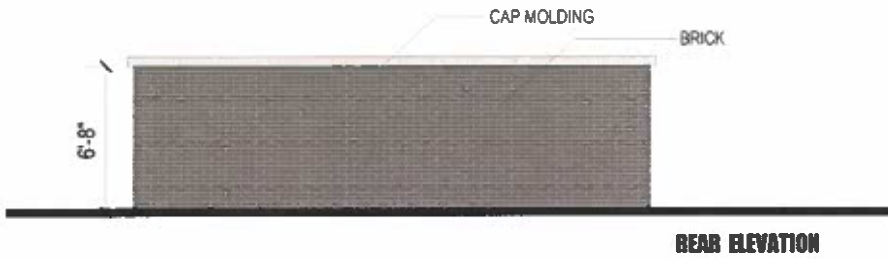
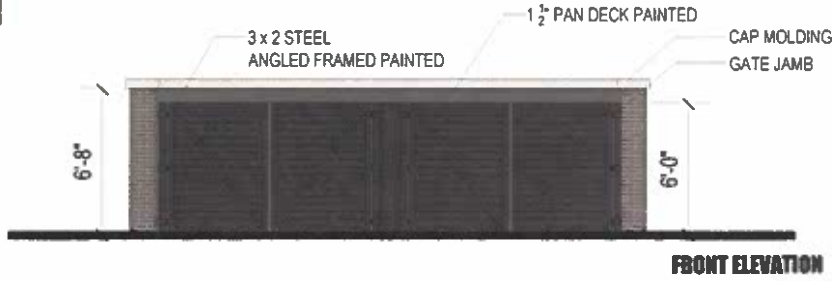
FIBER CEMENT PANEL - 10% (ALL ELEVATIONS)  
BRICK & STONE - 90% (ALL ELEVATIONS)

(15)

<b>HUMPHREYS &amp; PARTNERS</b> ARCHITECTS <small>200 E. 11th St., Suite 1100, Austin, TX 78701</small>	<b>CLIENT</b> Alpine Start Development	<b>PROJECT INFO</b> Waxahatchie, TEXAS	<b>ISSUE</b>	<b>SHEET DESCRIPTION</b> COLOR ELEVATIONS	<b>JOB NUMBER</b> 24309	<b>DATE</b> 2/1/2025 <b>DRAWN BY</b> MLM	<b>SHEET</b> <b>C.1-10</b>
	<small>© 2025 by HUMPHREYS &amp; PARTNERS ARCHITECTS, LP. The arrangements, described here, are the sole property of Humphreys &amp; Partners Architects, LP and may not be reproduced in any form without its written permission. Revisions, if any, are due to further investigation from authorities and building code officials. Dimensions shown are of a strategic clean only. Refer to sheets and call drawings for technical information and measurements.</small>						

# EXHIBIT B - ELEVATION/FACADE PLAN

## COLOR SCHEME



(51)

SCALE: 3/8" = 1'-0" (24"x36" SHEET)



**HUMPHREYS & PARTNERS**  
ARCHITECTS LLP

CLIENT  
**Alpine Start Development**

PROJECT INFO  
**Waxabachio, TEXAS**

SHEET DESCRIPTION  
**TRASH ENCLOSURE**

JOB NUMBER  
**24189**

DATE  
**2/04/2025**  
DRAWN BY  
**MLM**

SHEET  
**C.3**

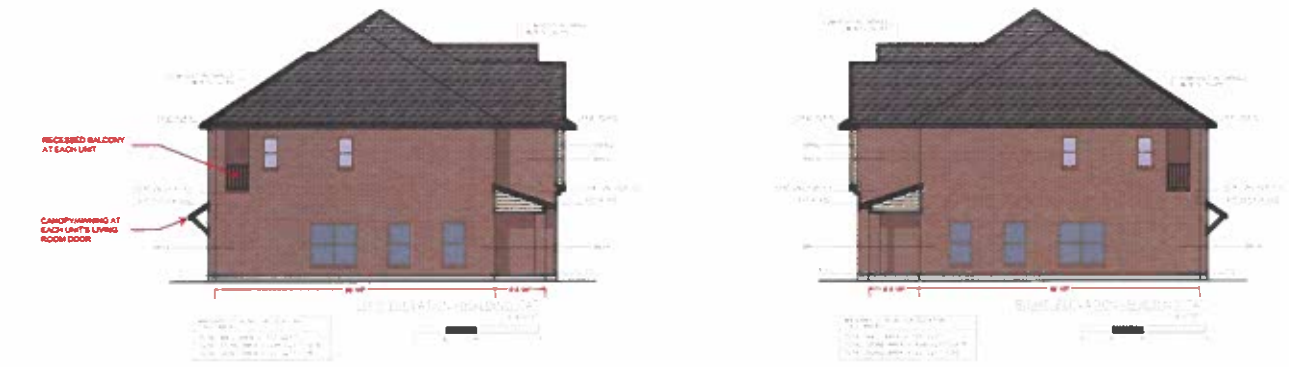
© 2024 by HUMPHREYS & PARTNERS ARCHITECTS, L.P. The arrangement depicted here is the sole property of Humphreys & Partners, Architects, LP and may not be reproduced in any form without its written permission only. Revisions may occur due to further investigation from authorities and building code analysis. Dimensions, clearances of a strategic client only. Refer to notes and bid drawings for technical information and measurements.

# EXHIBIT B - ELEVATION/FACADE PLAN

ALL BUILDINGS INCLUDE THESE ARCHITECTURAL FEATURES PER SEC. 5.05 - MF DEVELOPMENT STANDARDS:

1. AWNINGS / CANOPIES
2. BALCONIES
3. DORMERS
4. MIXTURE OF STONE AND BRICK CONSTRUCTION

GENERAL COMMENT: EVERY BUILDING TO HAVE EXTERIOR DOOR AT FIRE RISER ROOM WITH A 3200 SERIES KNOX BOX.



(51)



OWNER:  
 ASD WAXI FEE  
 OWNER, LLC  
 4827 MEMPHIS ST  
 DALLAS, TX 75207  
 972.544.6364

ALPINE START DEVELOPMENT  
 TOWNHOUSE PROJECT  
 878 PALMETTO RD.  
 WAXAHACHIE, TEXAS

FOR INTERIM  
 NOT FOR REGULATORY  
 PERMIT OR CONSTRUCTION

ARCHITECT: JJA  
 TX REGISTRATION: 62643  
 DATE: 04.29.23

DRAWN: JJA  
 CHECKED BY: FER

DATE ISSUED FOR:	04.29.23
SHEETS:	05/23

© COPYRIGHT 2023  
 SHEET

**A1.1**  
 2/6/21A/P

# EXHIBIT B - ELEVATION/FACADE PLAN

ALL BUILDINGS INCLUDE THESE ARCHITECTURAL FEATURES PER SEC. 5.05 - MF DEVELOPMENT STANDARDS:

1. AWNINGS / CANOPIES
2. BALCONIES
3. DORMERS
4. MIXTURE OF STONE AND BRICK CONSTRUCTION

GENERAL COMMENT: EVERY BUILDING TO HAVE EXTERIOR DOOR AT FIRE RISER ROOM WITH A 3200 SERIES KINK BOX

WINDOWS EXCLUDING DORMERS ARE OPERATIONAL

EACH TOWNHOME HAS ATTACHED ENCLOSED PARKING SPACES



BUILDINGS ARE BROKEN DOWN UNDER THE 80 FOOT LENGTH BY FACADE EXTENSIONS AND SETBACKS, RECESSED BALCONIES, CANOPIES

BUILDINGS DO NOT EXCEED 300 FEET IN OVERALL LENGTH

GARAGE DOORS DO NOT FACE PUBLIC STREETS

WINDOWS IN LIVING ROOMS AND BEDROOMS ARE MINIMUM 18 80 FT

RECESSED BALCONY AT EACH UNIT

CANOPY/AWNING AT EACH UNIT'S LIVING ROOM DOOR



BUILDINGS ARE BROKEN DOWN UNDER THE 80 FOOT LENGTH BY FACADE EXTENSIONS AND SETBACKS

MASONRY COMPRISES AT LEAST 80% OF TOTAL EXTERIOR SURFACE



RECESSED BALCONY AT EACH UNIT

CANOPY/AWNING AT EACH UNIT'S LIVING ROOM DOOR



(15)



OWNER:  
ASD WAK FEE  
OWNER, LLC  
4827 MEMPHIS ST  
DALLAS, TX 75207  
972 544 6354

ALPINE START DEVELOPMENT  
TOWNHOUSE PROJECT  
878 PALMETTO RD.  
WAXAHACHIE, TEXAS

FOR INTERIM  
NOT FOR REGULATORY  
PERMIT OR CONSTRUCTION

ARCHITECT: JEA  
REGISTRATION: 82843  
DATE: 04-29-23

DRAWN: JJA  
CHECKED BY: FER  
DATE ISSUED FOR: 04-28-23 SPS

© COPYRIGHT 2025  
SHEET

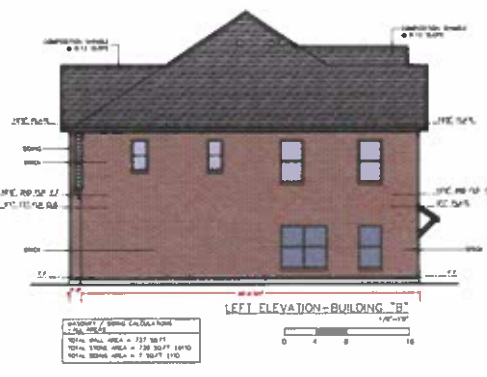
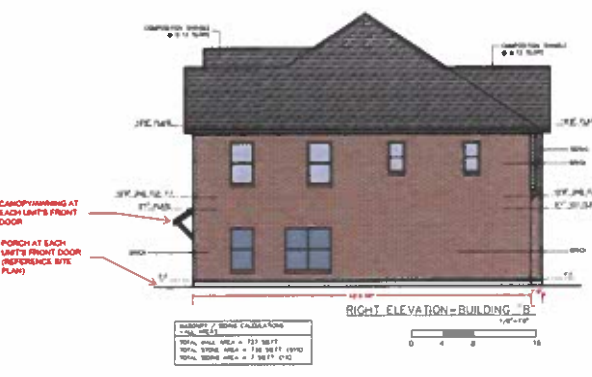
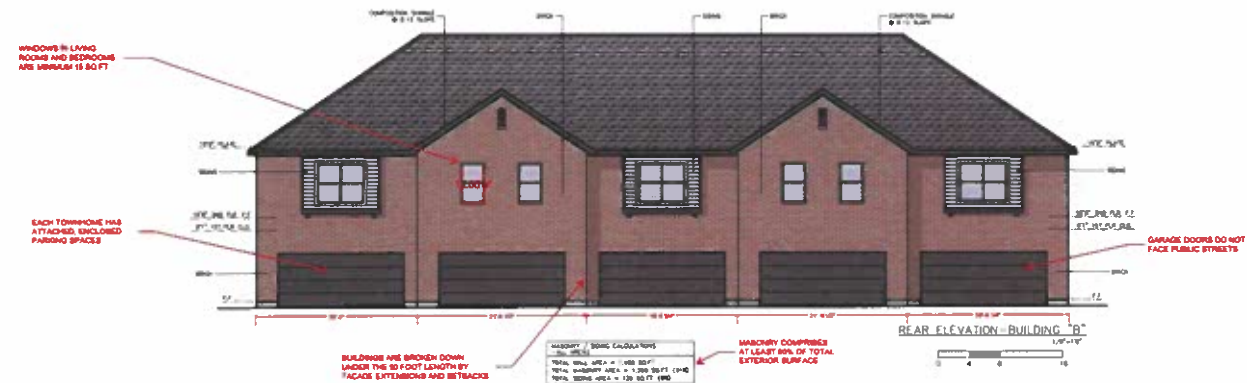
A2.1  
25021ALP

# EXHIBIT B - ELEVATION/FACADE PLAN

ALL BUILDINGS INCLUDE THESE ARCHITECTURAL FEATURES PER SEC. 5.06 - MF DEVELOPMENT STANDARDS:

1. AWNINGS / CANOPIES
2. PORCHES
3. DORMERS
4. MIXTURE OF STONE AND BRICK CONSTRUCTION

GENERAL COMMENT: EVERY BUILDING TO HAVE EXTERIOR DOOR AT FIRE RISER ROOM WITH A 3200 SERIES KNOX BOX.



(51)



OWNER:  
ASD WAKI FEE  
OWNER LLC  
4827 MEMPHIS ST  
DALLAS, TX 75207  
972-544-6254

ALPINE START DEVELOPMENT  
TOWNHOUSE PROJECT  
878 PALMETTO RD.  
WAXAHACHIE, TEXAS

FOR INTERIM  
NOT FOR REGULATORY  
PERMIT OR CONSTRUCTION

ARCHITECT: J&J  
TX REGISTRATION: 52889  
DATE: 02.08.25

DRAWN: JJA  
CHECKED BY: FER  
DATE ISSUED FOR: 07.08.25  
SIPS

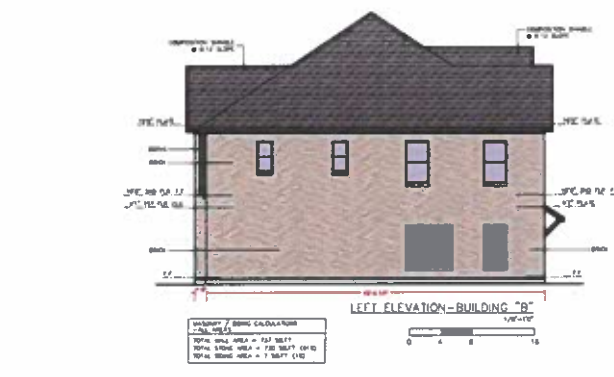
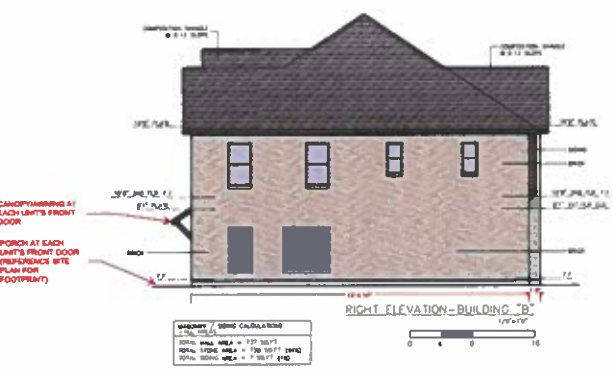
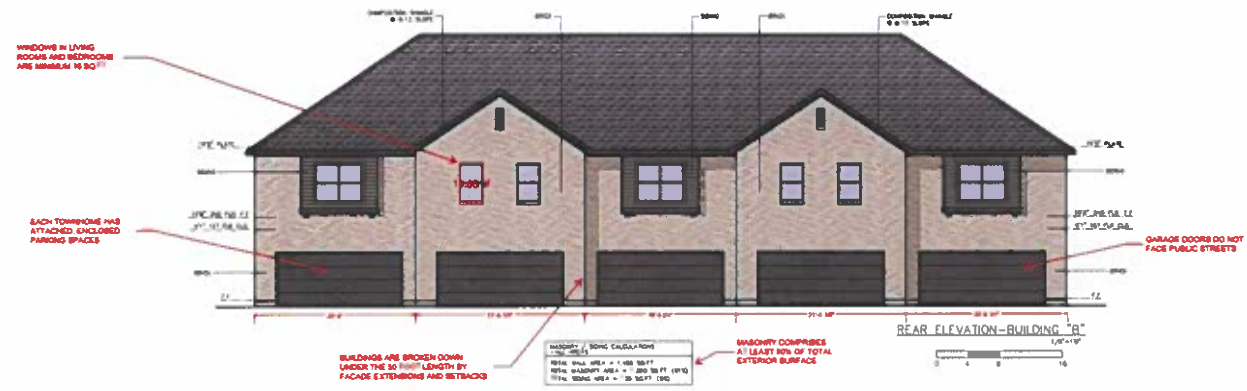
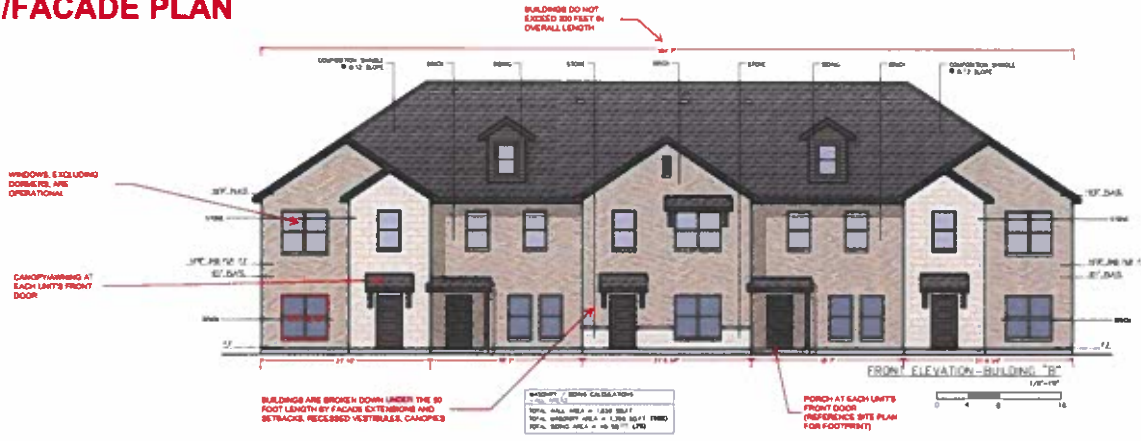
COPYRIGHT 2025  
SHEET

A3.1  
2502 1A1.P

# EXHIBIT B - ELEVATION/FACADE PLAN

ALL BUILDINGS INCLUDE THESE ARCHITECTURAL FEATURES PER SEC. 5.06 - MIP DEVELOPMENT STANDARDS:

1. AWNINGS / CANOPIES
2. BALCONIES
3. DORMERS
4. MIXTURE OF STONE AND BRICK CONSTRUCTION



(15)



OWNER  
ASD WAX FEE  
OWNER LLC  
4827 MEMPHIS ST  
DALLAS, TX 75207  
972.544.6554

ALPINE START DEVELOPMENT  
TOWNHOUSE PROJECT  
878 PALMETTO RD.  
WAXAHACHIE, TEXAS

FOR INTERIM  
NOT FOR REGULATORY  
PERMIT OR CONSTRUCTION

ARCHITECT: JJA  
TX REGISTRATION: 23201  
DATE: 07/28/25

DRAWN: JJA  
CHECKED BY: FER

DATE	ISSUED FOR
07/28/25	SFS

COPYRIGHT 2025

SHEET

A4.1  
25021ALP

**EXHIBIT C - SITE PLAN**

Waxahachie - Site Plan		Alpine Start Development		2024/199		
UNIT TABULATION - 2 STORY MOTORCOVE- (MF-1, PHASE I)				8/28/25		
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
S1	STUDIO	461	14	6%	6,454	6%
A0	1br/1ba	709	14	6%	9,926	
A1	1br/1ba	670	30	13%	20,100	
A2	1br/1ba	807	30	13%	24,210	50%
A3	1br/1ba	841	16	7%	13,456	
A4 duplex	1briden/1.5ba	880	14	6%	12,320	
A5	1br/1ba	963	14	6%	13,482	31%
B1 duplex	2br/2ba/1p	1,053	46	19%	48,438	
B2-L	2br/2ba	1,034	14	6%	14,476	
B2-U	2br/2ba	1,113	14	6%	15,582	13%
C1-L	3br/2ba	1,396	16	7%	22,336	
C1-U	3br/2ba	1,554	16	7%	24,864	
<b>TOTALS</b>			<b>238</b>	<b>100%</b>	<b>225,844</b>	<b>100%</b>

UNIT AVERAGE NET SF : 948

\* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

Parking calculation - Multifamily Phase I			
	# Units	SpUnit	Total
Studio Units	14	1.5	21
1 Bed Units	118	1.5	177
2 Bed Units	74	1.5	111
3 Bed Units	32	2.5	80
<b>Total Parking Required</b>			<b>389</b>
<b>Total Parking Provided</b>			<b>401</b>
Surface Parking Provided			203
Garage Parking Provided			198
Accessible Surface Parking Required			4
Accessible Surface Parking Provided			4
Accessible Garage Parking Required			4
Accessible Garage Parking Provided			4

GSF - Multifamily Phase I			
	QTY	GSF-ground floor	Total
Building I	7	10770	75390
Building II	8	11398	91184
Clubhouse	1	5900	5900
<b>Total GROSS AREA</b>			<b>172474</b>

Dwelling Unit Minimum Areas		
	Required SF (min.)	Provided SF (min.)
Studio Units	450	461
1 Bed Units	600	670
2 Bed Units	700	1034
3 Bed Units	800	1396

Waxahachie - Site Plan		Alpine Start Development		2024/199		
UNIT TABULATION - 2 STORY MOTORCOVE- (MF-1, PHASE II)				8/5/25		
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
S1	STUDIO	461	12	5%	5,532	5%
A0	1br/1ba	709	12	5%	8,506	
A1	1br/1ba	670	32	13%	21,440	
A2	1br/1ba	807	32	13%	25,824	48%
A3	1br/1ba	841	20	8%	16,820	
A4 duplex	1briden/1.5ba	880	12	5%	10,560	
A5	1briden/1ba	963	12	5%	11,556	31%
B1 duplex	2br/2ba/1p	1,053	52	21%	54,756	
B2-L	2br/2ba	1,034	12	5%	12,408	
B2-U	2br/2ba	1,113	12	5%	13,356	16%
C1-L	3br/2ba	1,396	20	8%	27,920	
C1-U	3br/2ba	1,554	20	8%	31,080	
<b>TOTALS</b>			<b>248</b>	<b>100%</b>	<b>239,780</b>	<b>100%</b>

UNIT AVERAGE NET SF : 967

\* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

Parking calculation - Multifamily Phase II			
	# Units	SpUnit	Total
Studio Units	12	1.5	18
1 Bed Units	120	1.5	180
2 Bed Units	76	1.5	114
3 Bed Units	40	2.5	100
<b>Total Parking Required</b>			<b>412</b>
<b>Total Parking Provided</b>			<b>419</b>
Surface Parking Provided			199
Garage Parking Provided			220
Accessible Surface Parking Required			4
Accessible Surface Parking Provided			4
Accessible Garage Parking Required			5
Accessible Garage Parking Provided			5

GSF - Multifamily Phase II			
	QTY	GSF-ground floor	Total
Building I	6	10770	64620
Building II	10	11398	113980
Clubhouse + Maintenance	1	6500	6500
<b>Total GROSS AREA</b>			<b>185100</b>

Waxahachie - Site Plan		Alpine Start Development		2024/199		
UNIT TABULATION - 1 STORY TOWNHOMES (TRACT 2)				8/7/25		
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
B1	2br/2ba	1,400	155	53%	217,000	86%
B2	2br/2ba	1,760	100	34%	176,000	
C1	3br/2ba	2,030	40	14%	81,200	
<b>TOTALS</b>			<b>295</b>	<b>100%</b>	<b>474,200</b>	<b>100%</b>

UNIT AVERAGE NET SF : 1,607

\* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE AC SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.

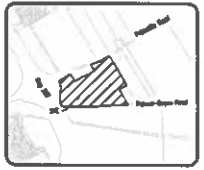
Parking calculation - Townhomes Phase III			
	# Units	SpUnit	Total
2 Bed Units	255	2	510
3 Bed Units	40	2	80
<b>Total Parking Required</b>			<b>590</b>
<b>Total Parking Provided</b>			<b>650</b>
Surface Parking Provided			60
Garage Parking Provided			590
Accessible Surface Parking Required			3
Accessible Surface Parking Provided			3
Accessible Garage Parking Required			12
Accessible Garage Parking Provided			12

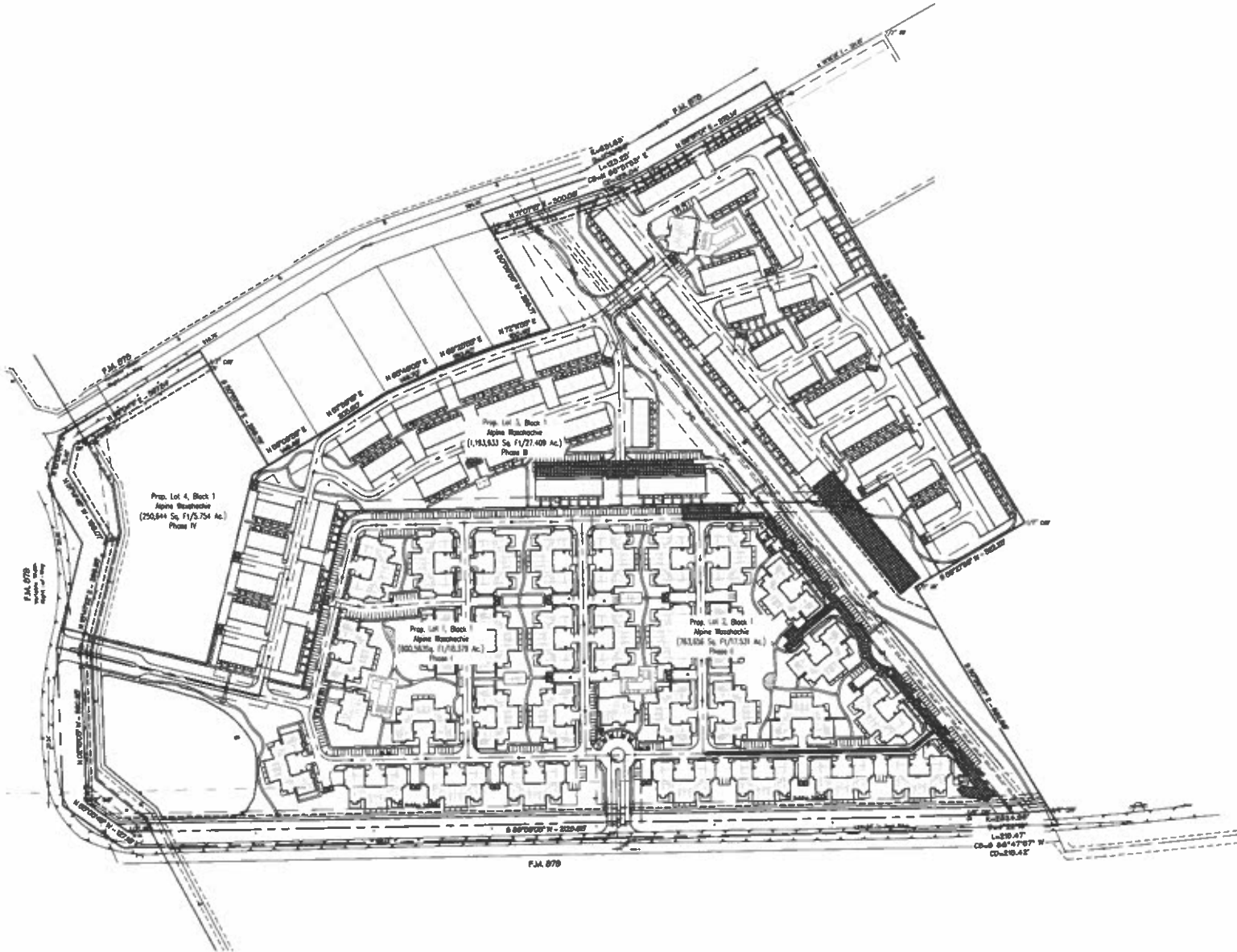
GSF - Townhomes Phase III			
	QTY	GSF-ground floor	Total
Building-5 units	13	4400	57200
Building-6 units	15	5458	81840
Building-7 units	20	7568	151360
Clubhouse	1	5900	5900
<b>Total GROSS AREA</b>			<b>296300</b>

(15)

**EXHIBIT C - SITE PLAN**



Note: Reference A202 For Site Data Table



(15)

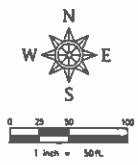
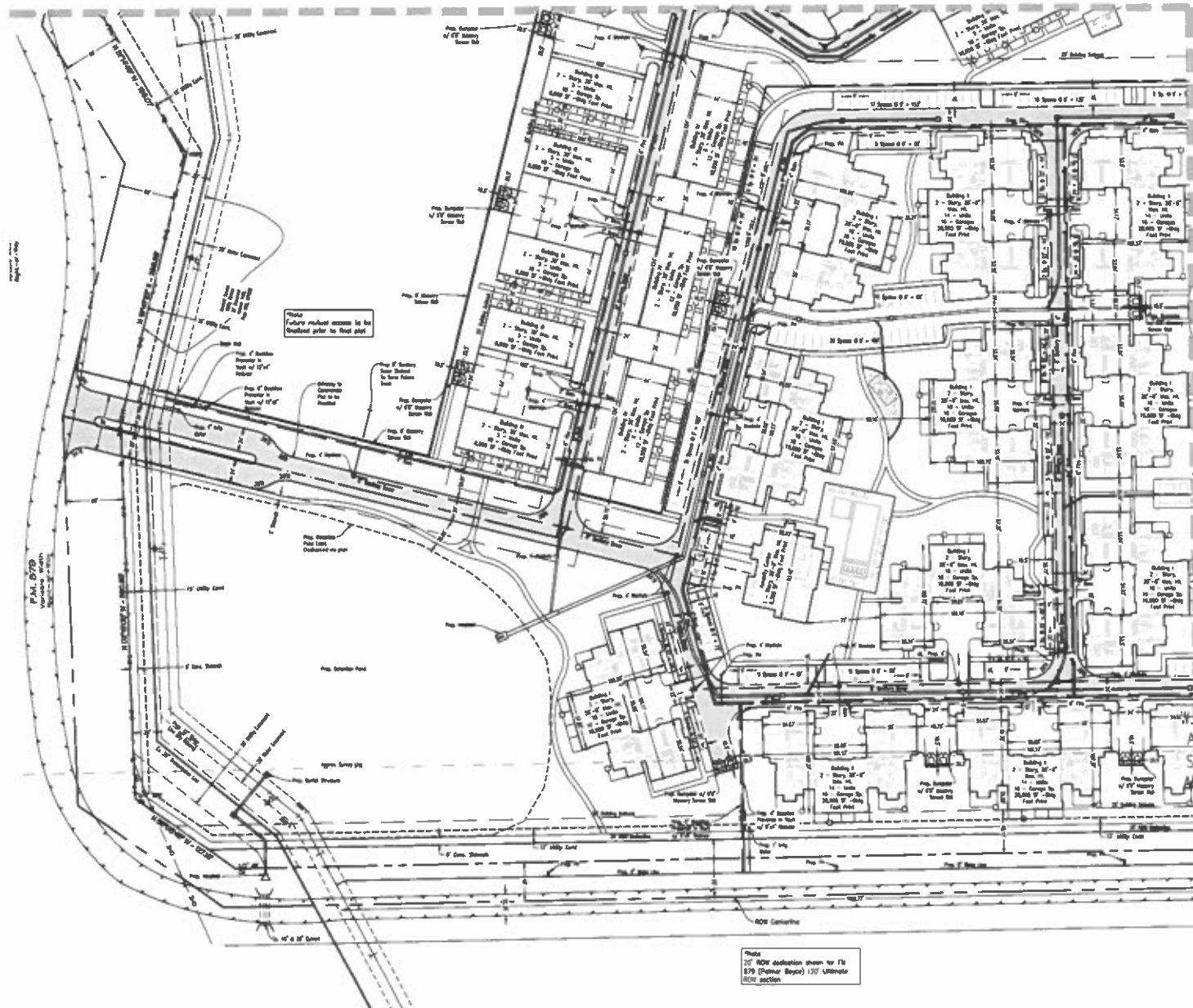
Site Plan  
**Alpine Meadows**  
 IN THE City of Waxahachie, Ellis County, TEXAS  
 W.C. CALDER SURVEY ABSTRACT NO. 235  
 S.C. WHITE SURVEY ABSTRACT NO. 1249  
 3,008,828 Sq. Ft. / 69.073 Acres  
 Current Zoning: PD-MF1  
 Case Number: SP-68-2025

<p><b>OWNER / SURVEYOR / APPLICANT</b>                  Spati Engineers, Inc.                  2575 Leno Star Drive, Suite 434                  Fort Worth, TX 76117                  Telephone: (972) 822-4763                  FBP# No. F-2125                  Contact: Jordan Hurreyoff</p>	<p><b>OWNER / DEVELOPER</b>                  ALPINE STAR DEVELOPMENT                  4827 Temple St.                  Dallas, TX 75207                  Telephone: (940) 422-1574                  Contact: Jane Perla</p>
---	---

Date: 08/25/2011 10:51:25 AM Job: Waxahachie, TX W.C. Calder Survey Abstract No. 235 S.C. White Survey Abstract No. 1249  
 Detail by: Meredith, D.D. Date: 8/22/2011 1:07 PM  
 L.M. 07

**EXHIBIT C - SITE PLAN**

Match Line See Sheet 4



**Standard Methodology**

1. Sanitation container screening walls will be brick masonry, stone, masonry, or other architectural masonry finish, including a metal gate, pruned and arched, and the sanitation container screening also, gate, and gate site will be constructed in accordance with the city's design specifications.
2. Mechanical and heating and air conditioning equipment in non-residential uses shall be screened from view from the public right-of-way and from adjacent residential properties.
3. The screening device must be a minimum of 7 feet in height and consist of the following materials:
  - a. Masonry, brick, stone, or other architectural masonry finish (stucco included).
  - b. Metal with Masonry Columns and Lintels/casing.
  - c. Framed and painted tubular steel or wrought iron with masonry columns spaced a maximum of 20 feet on center and structural supports spaced every 10 feet.
  - d. Evergreen landscaping of least 3 feet in height at the time of planting, spaced 3 feet apart on center, to provide a solid screening effect.
4. 3200 Knot Box to be provided at Fire Rear Beam and Pool Gates.
5. 5' of clearance to be provided around all Fire Hydrants.

**SYMBOL LEGEND**

- PROPOSED FIRE LANE
- PROPOSED UTILITY EASEMENT
- PROPOSED PRIVATE YARD FENCING
- EXISTING CONTOUR
- EX. SANITARY SEWER MANHOLE
- PROP. FIRE HYDRANT
- EX. FIRE HYDRANT
- EX. LIGHT POLE
- EX. POWER POLE
- EX. SIGN
- EX. ELECTRIC BOX
- EX. RISER

(15)

Match Line See Sheet 3

**Site Plan**  
**Alpine Meadows**  
 IN THE City of Waxahachie, Ellis County, TEXAS  
 W.C. CALDER SURVEY ABSTRACT NO. 235  
 S.C. WHITE SURVEY ABSTRACT NO. 1249  
 3,008,828 Sq. Ft., 69.073 Acres  
 Case Number: SP-68-2025

**DRAWN / SURVEYED / APPLICANT:**  
 Sola Engineering, Inc.  
 3375 Leo Star Cross, Suite 434  
 Fort Worth, TX 76117  
 Telephone: (817) 827-4363  
 TWP. No. F-7121  
 Contact: Jordan Hayslett

**OWNER/DEVELOPER:**  
 ALPINE STABLE DEVELOPMENT  
 4827 Memphis St.  
 Dallas, TX 75207  
 Telephone: (940) 422-1324  
 Contact: Jose Pineda

Drawing: C:\2025\6825\25\_017\6825\_017\_SitePlan.dwg Date: 10/20/2025 11:32:11 AM  
 Plotfile: J:\Manufacturing\2025\6825\6825\_017\_SitePlan.dwg Date: 10/20/2025 11:07:28 AM



**EXHIBIT C - SITE PLAN**



Match Line See Sheet 5

Match Line See Sheet 2

Match Line See Sheet 3

(15)

Site Plan  
**Alpine Meadows**  
 IN THE City of Waxahachie, Ellis County, TEXAS  
 W.C. CALDER SURVEY ABSTRACT NO. 235  
 S.C. WHITE SURVEY ABSTRACT NO. 1249  
 3,008,828 Sq. Ft./69.073 Acres

<p><b>ENGINEER / SURVEYOR / APPLICANT</b>                  Spiders Engineering, Inc.                  3575 Lane Star Circle, Suite 434                  Fort Worth, TX 76177                  Telephone: (817) 622-4783                  TDD: No. F 7321                  Contact: Jordan Hunsyatt</p>	<p><b>OWNER/DEVELOPER</b>                  ALPINE START DEVELOPMENT                  4527 Hampshire St.                  Dallas, TX 75207                  Telephone: (940) 422-1574                  Contact: Jane Price</p>
--	---

Project: C:\2025\_09\25-017\Job - Spiders\25-017\25-017.dwg, Date: 11/27/2025, 11:38:11 AM, User: jordan, Plot Date: 11/27/2025, 11:38:11 AM, Plot Scale: 1/8"=1'-0"



# Planning & Zoning Department

## Zoning Staff Report

Case: ZDC-106-2025



**MEETING DATE(S)**

Planning & Zoning Commission: October 14, 2025  
City Council: October 20, 2025

**CAPTION**

**Public Hearing** on a request by Aaron Pass for a **Specific Use Permit (SUP)** for an **Accessory Structure exceeding seven hundred (700) square feet** use within a Future Development (FD) zoning district located at 1664 FM 387 (Property ID 303204) - Owner: Tyler Carter (ZDC-106-2025)

**RECOMMENDED MOTION**

*"I move to approve ZDC-106-2025, Specific Use Permit (SUP) for an Accessory Structure exceeding seven hundred (700) square feet in use, subject to the conditions of the staff report, authorizing the Mayor and/or Interim City Manager to sign the associated documents accordingly."*

**APPLICANT REQUEST**

The applicant requests approval of a Specific Use Permit (SUP) for an Accessory Structure exceeding seven hundred (700) square feet.

**CASE INFORMATION**

**Applicant:** Aaron Pass  
**Property Owner(s):** Tyler Carter  
**Site Acreage:** 3.125 acres  
**Current Zoning:** Future Development (FD)  
**Requested Zoning:** Future Development (FD) with a SUP for an accessory structure exceeding seven hundred (700) square feet.

**SUBJECT PROPERTY**

**General Location:** 1664 FM 387  
**Parcel ID Number(s):** 303204  
**Existing Use:** Single-Family Residence  
**Development History:** A plat for Montes Addition Lot 1, Block A was filed for the subject property on April 11, 2023.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	FD	Vacant lot/Single-Family Residence
East	FD	Single-Family Residence
South	FD	Vacant Tract of Land
West	FD	Vacant Tract of Land

Future Land Use Plan:

Rural Estate & Residential Neighborhood

Comprehensive Plan:

Rural Estate: This placetype is characterized by large lots with single-family homes in rural settings away from the city center as well as public services. This type of development leaves ample amount of surrounding open space, and should involve minimal infrastructure investment. Though this placetype will almost exclusively be single family homes, it is to be expected that home-based businesses may thrive in this environment.

Residential Neighborhood: This placetype serves to create neighborhoods built with a traditional walkable block/street grid network that allows some variation in housing typologies. Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes. Both residential and commercial uses need to be context sensitive. Commercial uses in this placetype may be a small pop up facility or a home converted to a small store front. Walkability is key for neighborhood commercial uses so that they are accessible from surrounding neighborhoods.

Thoroughfare Plan:

The subject property is accessible via FM 387.

Site Image:



**PLANNING ANALYSIS**

The applicant proposes a Specific Use Permit (SUP) to construct an accessory structure which exceeds seven hundred (700) square feet at 1664 FM 387. The City of Waxahachie Zoning ordinance requires City Council to approve a SUP to allow accessory structures over 700 square feet in size.

**Proposed Use:**

According to the Ellis County Appraisal District, the existing single-family dwelling is approximately 5,622 square feet. The proposed accessory structure is two-story and has a total floor area of 4,000 square feet. The proposed accessory structure does meet the requisite setback requirements of the Waxahachie Zoning Ordinance for accessory structures in Future Development (FD) zoning districts. The accessory structure is comprised almost entirely of metal r-panel, with High Stone Wainscot making up the base of the proposed structure, and is proposed to be used for storage and a hobby space. The applicant proposes to extend the concrete driveway from their existing home to the proposed accessory structure.

The applicant has confirmed to staff that the structure will not be used as a dwelling or short-term rental and will not be sold, or leased separately from the existing primary structure. According to the applicant's revised Operational Plan, ONCOR has advised the applicant that the structure will not be able to use the same meter for both the primary and proposed accessory structure due to the power demand. Oncor has advised the installation of a separate, non-residential electric meter for the accessory structure. Lastly, the applicant also noted that this structure will not be used for commercial purposes.

**PUBLIC NOTIFICATIONS**

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 6 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

**PUBLIC NOTIFICATION RESPONSES**

Staff has received zero (0) letters of opposition and zero (0) letters of support for the SUP request.

**RECOMMENDATION**

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends approval of the SUP request subject to the conditions noted below.

**Conditions:**

1. The accessory structure shall not be used as a dwelling without a Specific Use Permit approved by City Council.
2. The accessory structure shall not be used as a short-term rental without a Specific Use Permit that has been approved by City Council.
3. The accessory structure shall not be used for commercial purposes.
4. The accessory structure shall not be leased or sold separately from the primary residence and shall not receive a separate water meter.
5. The applicant shall obtain a permit from the City of Waxahachie Building Department prior to construction of the accessory structure.

**ATTACHED EXHIBITS**

1. SUP Ordinance
2. Exhibit A – Location Map
3. Exhibit B – Site Plan
4. Exhibit C – Elevation/Façade Plan
5. Exhibit D – Operational Plan

**APPLICANT REQUIREMENTS**

1. If approved by City Council, the applicant can apply for building permits from the Building and Community Services Department.

**STAFF CONTACT INFORMATION**

*Prepared by:*

Caleb Ensley

Planner

[caleb.ensley@waxahachie.com](mailto:caleb.ensley@waxahachie.com)

*Reviewed by:*

Trenton Robertson, AICP

Senior Director of Planning

[Trenton.Robertson@waxahachie.com](mailto:Trenton.Robertson@waxahachie.com)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT AN ACCESSORY STRUCTURE EXCEEDING SEVEN HUNDRED (700) SQUARE FEET USE WITHIN THE FUTURE DEVELOPMENT (FD) ZONING DISTRICT, LOCATED AT 1664 FM 387, BEING PROPERTY ID 303204, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 1, BLOCK A OF THE MONTES ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

**WHEREAS**, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

**WHEREAS**, the described property is classified in said ordinance and any amendments thereto as FD; and

**WHEREAS**, a proper application for a SUP has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-106-2025. Said application having been referred to the Planning and Zoning (P&Z) Commission was recommended by the P&Z Commission for approval and the issuance thereof; and

**WHEREAS**, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and,

**WHEREAS**, a proper hearing was held as required by law and the Council having heard all arguments for and against said SUP;

**NOW, THEREFORE**, this property is rezoned from FD to FD, with a SUP in order to permit an Accessory Structure exceeding seven hundred (700) square feet use on the following property: Lot 1, Block A of the Montes Addition which is shown on Exhibit A, in accordance with the Site Plan attached as Exhibit B, Elevation and Façade Plan attached as Exhibit C, and the Operational Plan attached as Exhibit D.

**SPECIFIC USE PERMIT**

**Purpose and Intent**

The purpose of this Ordinance is to provide the appropriate restrictions and development controls that ensure this Specific Use Permit is compatible with the surrounding development and zoning and to also ensure that the development complies with the City's Comprehensive Plan and Zoning Ordinance.

(17)

Specific Use Permit

**FOR THE OPERATION OF A SPECIFIC USE PERMIT FOR AN ACCESSORY STRUCTURE EXCEEDING SEVEN HUNDRED (700) SQUARE FEET USE IN A FUTURE DEVELOPMENT (FD) ZONING DISTRICT;** the following standards and conditions are hereby established as part of this ordinance:

1. The accessory structure shall not be used as a dwelling without a Specific Use Permit that has been approved by City Council.
2. The accessory structure shall not be used as a short-term rental without a Specific Use Permit that has been approved by City Council.
3. The accessory structure shall not be used for commercial purposes.
4. The accessory structure shall not be leased or sold separately from the primary residence.
5. The accessory structure shall obtain all necessary permits from the City of Waxahachie Building and Community Services Department before constructing the accessory structure.
6. Development on the subject property shall adhere to the following exhibits approved by the City Council: Exhibit A - Location Map, Exhibit B – Site Plan, Exhibit C – Elevation/Façade Plan, Exhibit D – Operation Plan.
7. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.
8. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance as approved by City Council, shall conform to those requirements and/or standards prescribed in Exhibits B – Site Plan, Exhibit C –Elevation/Façade Plan, and Exhibit D – Operational Plan. Where regulations are not specified in Exhibits B, C, and D or this Zoning Ordinance, the regulations of the Future Development (FD) Zoning District and the City of Waxahachie Zoning Ordinance shall apply to this development.
9. City Council shall have the right to review the Specific Use Permit at any point, if needed.

(17)

Compliance

1. It shall be unlawful for the owner, manager, or any person in charge of a business of establishment to violate the conditions imposed by the City Council when a Specific Use Permit is granted, and the violation of those conditions could result in a citation being issued by the appropriate enforcement officers of the City of Waxahachie.
2. Furthermore, by this Ordinance, if the premises covered by this Specific Use Permit is vacated and/or ceases to operate for a period exceeding six (6) months, a new Specific Use Permit shall be required to reestablish the use.
3. This Specific Use Permit shall run with the land and therefore may be transferred from owner to owner.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

**PASSED, APPROVED AND ADOPTED** on this 20<sup>th</sup> day of October, 2025.

\_\_\_\_\_  
MAYOR

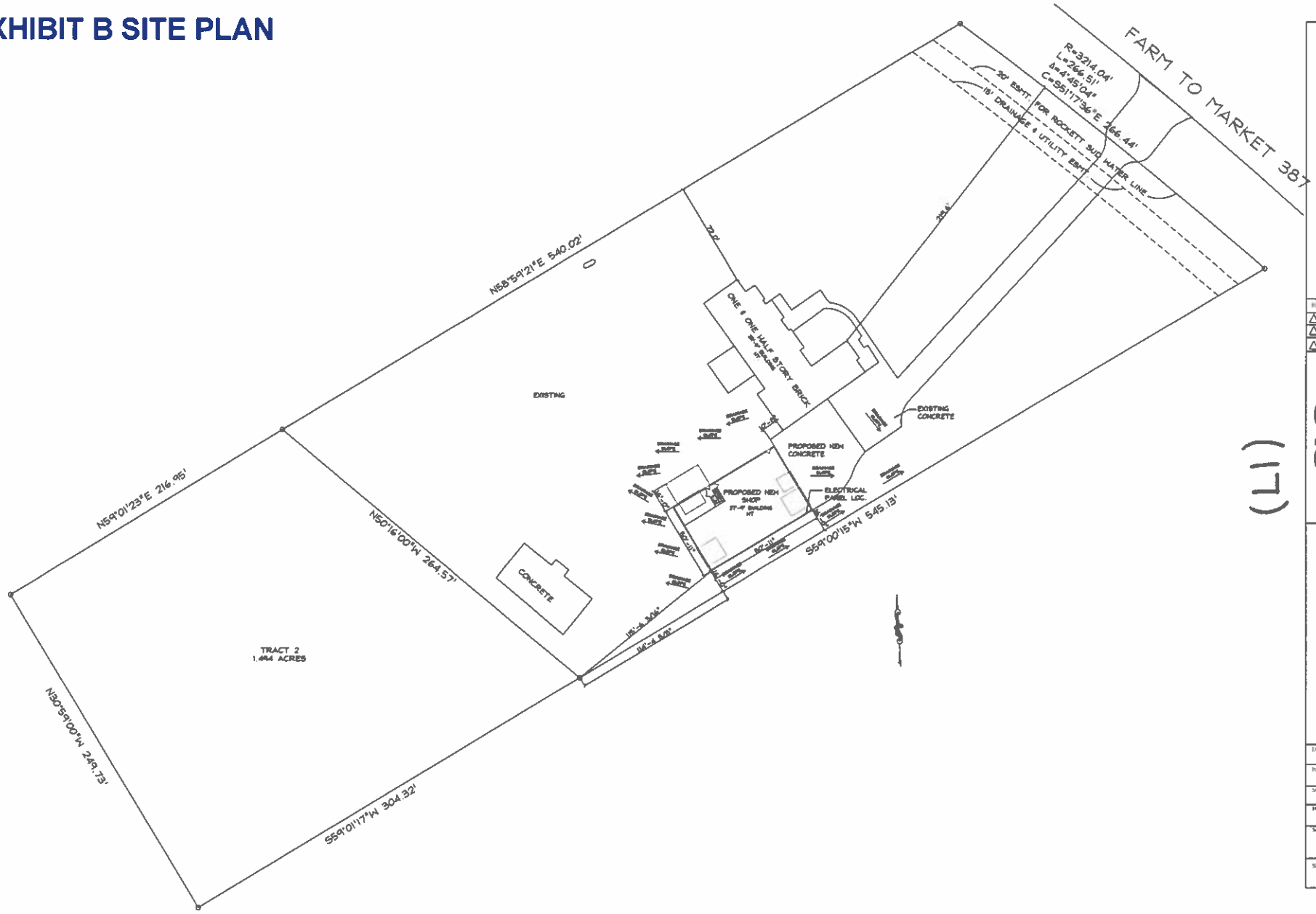
ATTEST:

\_\_\_\_\_  
City Secretary

# EXHIBIT A LOCATION MAP



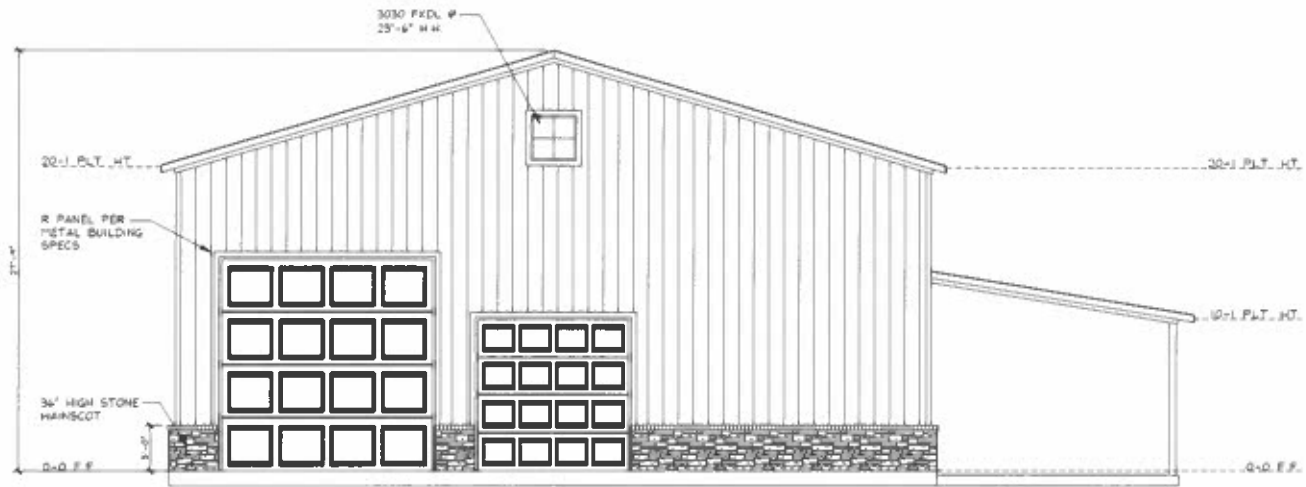
# EXHIBIT B SITE PLAN



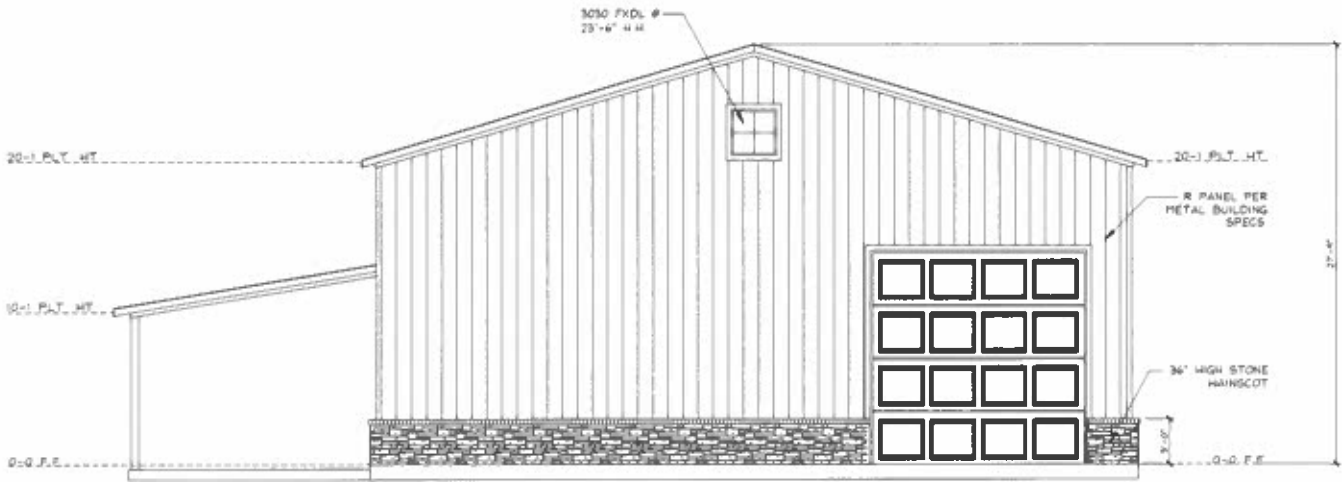
(L1)

<b>J MATHEWS DESIGNS, L.L.C.</b> <small>DESIGN • CAD SERVICES</small>	
<b>oac</b> <b>ARTISAN CONCEPTS</b> <small>CONSTRUCTION SERVICES</small>	
<b>TYLER CARTER SHOP</b> 1664 BUTCHER RD. WAXAHACHIE, TX 75168	
DATE:	07/08/25
REVISION:	
SCALE:	1"=40'-0"
SHEET NAME:	
PT OF PLAN:	
SHEET NO:	1 OF 11

**EXHIBIT C ELEVATION/ & FACADE PLAN**



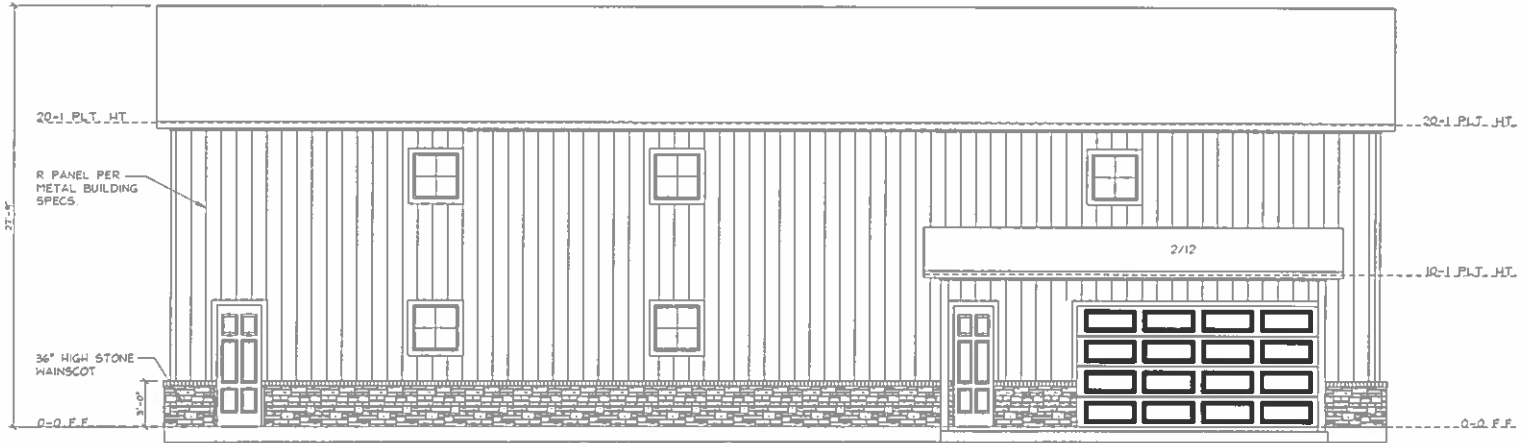
**FRONT ELEVATION**



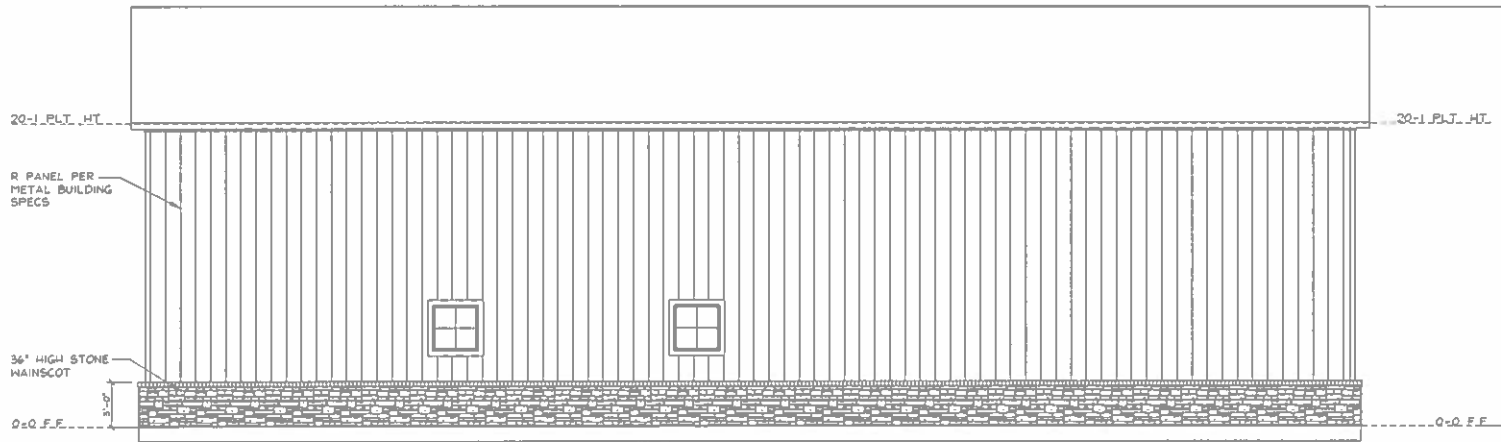
**REAR ELEVATION**

(11)

<b>J MATHEWS DESIGNS, L.L.C.</b> <small>DESIGN + CAD SERVICES</small>	
 <b>ARTISAN CONCEPTS</b> <small>CONSTRUCTION SERVICES</small>	
<b>TYLER CARTER SHOP</b> 1664 BUTCHER RD. WAXAHACHIE, TX 75169	DATE: 07/08/25 DRAWING NO: SCALE: 1/8" = 1'-0" NAME PLAN: SHEET NAME: EXTERIOR ELEVATIONS SHEET NO: 9 OF 11



**RIGHT ELEVATION**



**LEFT ELEVATION**

(11)

**J MATHEWS DESIGNS, L.L.C.**  
DESIGN + CAD SERVICES

**qc**  
**ARTISAN CONCEPTS**  
CONSTRUCTION SERVICES

**TYLER CARTER SHOP**

1664 BUTCHER RD.  
WAXAHACHIE, TX 75168

DATE	07/08/25
JOB NO	
SCALE	1/8" = 1'-0"
BASIS PLAN	
SHEET NAME	EXTERIOR ELEVATIONS
SHEET NO	10 OF 11



**Artisan Concepts, LLC**  
P.O. Box 127  
Kaufman, Tx. 75142  
(214) 764-2131 ~ info@artisan-concepts.com

(17)

## Operational Plan

**Project:** Carter Residential Shop

**Owner/Operator:** Tyler Carter

**Builder:** Artisan Concepts, LLC

**Address:** 1664 Butcher Road  
Waxahachie, Tx 75165

---

### 1. Project Overview

- **Purpose of Facility:** Personal residential shop for storage, hobby use, and property maintenance.
- **Building Size & Layout:** Approximately 4000 sq. ft. metal building with 3 Over Doors, Workout Room, half bath and place upstairs to hit golf balls into net.
- **Primary Use:** Personal storage, household projects, and property maintenance (non-commercial).

---

### 2. Hours & Use

- Use will be occasional, primarily during normal daytime hours (similar to residential garage use).
- No employees; use limited to owner and household members.
- No regular public or client traffic.

---

### 3. Site Operations

- **Deliveries:** Occasional delivery of household goods or materials, consistent with normal residential activity
- **Material Storage:** Personal items and equipment only, stored indoors. No outdoor stockpiling beyond typical residential use.
- **Equipment Use:** Standard homeowner tools and equipment; noise levels will remain consistent with residential activities.
- **Parking:** Limited to owner and family vehicles. No employee or customer parking.

---

### 4. Safety & Compliance

- **Codes:** Facility will comply with all city building codes, fire codes, and zoning requirements.
- **Emergency Measures:** Clearly marked exits, fire extinguishers, first aid kits, and proper ventilation inside the shop.
- **Hazardous Materials:** None beyond typical household use (paint, fuel, small propane cylinders). Stored safely per residential code.

---

## 5. Public Impact

- **Traffic:** Vehicle trips consistent with a single-family residence. No commercial traffic.
- **Noise/Dust:** Activities limited to owner use within the building; noise not exceeding normal residential levels.
- **Waste Management** Existing residential waste services will be used. No additional dumpsters required.
- **Screening:** Shop is located on residential property and designed to maintain neighborhood character.
- 

---

## 6. Management & Oversight

- **Responsible Party:** Tyler Carter (Property Owner)
- **Day-to-Day Use:** Tyler Carter and household only.
- **Contact for City Communication:** Tyler Carter [214-717-8283/tylernoble2@hotmail.com]



T. Carter

- a. This accessory structure WILL NOT be used as a dwelling.  
b. This accessory structure WILL NOT be leased or sold separately.  
c. This accessory structure WILL NOT be used as a short-term rental (STR)  
d. Oncor has advised us that we will not be able to use a single meter for both the primary structure and this accessory structure. This information came straight from the Oncor project manager. I will add the escalation list from Oncor to my email.

### 3. Site Operations - Parking

We do not currently own any boats, atv's, tractors, or heavy equipment. We will likely store these inside of the shop if purchased in the future. The current parking for the foreseeable future will be our personal vehicles. (Car and Truck)