

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, November 17, 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. Present Proclamation recognizing the Salvation Army's Annual Mayoral Challenge from early November-December 23rd
 - c. Present Proclamation proclaiming November 19, 2025 as “GIS Day”
 - d. Recognize Rick Keeler for his service on the Planning and Zoning Commission
 - e. Recognize the Waxahachie Police Department for receiving the award of *Accredited Law Enforcement Agency* from the Texas Police Chiefs Association Law Enforcement Accreditation Program
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 November 3, 2025
 - b. Proposed Ordinance approving a request by Bob Cao, for a Petition for ETJ Release for approximately 11.026 acres, located at 2800 N 77 Waxahachie (Property ID 189296) – Owner: Bob Cao (ETJ-PTN-138-2025)
 - c. Purchase of Replacement Wheel Loader for Convenience Station in the amount of \$225,137.16

- d. Resolution Adopting a Policy and Procedures for the Installation and Content of Building Plaques
 - e. Receive and accept the FY 2025 Impact Fee Revenue and Expenditure Activity End-of-Year Report
 - f. Interlocal Agreement with Ellis County for maintenance of roads, bridges, waterways and ditches
7. **Consider** a request by Presbyterian Children’s Homes and Services for an annexation agreement for approximately 204.94+/- acres situated off of Brookside Road in the Elijah Bellow Survey, Abstract Number 10, Ellis County, Texas.
 8. **Public Hearing** on a request by Dr. Haroon Rasheed, for a Zoning Change from a General Retail (GR) zoning district to Planned Development-General Retail (PD-GR) zoning district with reduced minimum parking requirements, located at 600 Ferris Avenue (Property ID 170756) - Owner: HR Waxahachie Land LP (ZDC-143-2025)
 9. **Consider** proposed Ordinance approving ZDC-143-2025
 10. **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)
 11. **Consider** proposed Ordinance approving ZDC-91-2024
 12. **Consider** Development Agreement for ZDC-91-2024
 13. **Public Hearing** on a request by Matthew Smith, Darwood Partners, for a Zoning Change from a General Retail (GR) zoning district to Planned Development – Neighborhood Services (PD-NS) zoning district located directly east of 365 Broadhead Road (Property ID(s): 242234, 231109 – Owner(s): WP Legacy LTD (ZDC-24-2025)
 14. **Consider** proposed Ordinance approving ZDC-24-2025
 15. **Consider** Development Agreement for ZDC-24-2025
 16. **Public Hearing** on a request by Dennis Church, Minto Communities Texas, LLC, for a Zoning Change from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID’s 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)
 17. **Consider** proposed Ordinance approving ZDC-232-2024
 18. **Consider** Development Agreement for ZDC-232-2024
 19. **Consider** approval to carry forward prior year encumbrances and make corresponding adjustments to the Fiscal Year 2026 Budget

20. **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 selection of a City Manager, as permitted by Texas Government Code Section 551.074; to consult with the City Attorney regarding legal issues related to the city manager transition, pending or contemplated litigation, and seek legal advice regarding council procedural issues, all as permitted by Texas Government Code Section 551.071, and all matters incident and related thereto
21. **Reconvene** and take any necessary action
22. Comments by Mayor, City Council, City Attorney and City Management
23. 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

(4b)

Proclamation

by the

Mayor of the City of Waxahachie, Texas

WHEREAS, the operations of The Salvation Army are supervised by trained, commissioned officers. They proclaim the gospel and serve as administrators, teachers, social workers, counselors, youth leaders, and musicians. These men and women have dedicated their lives completely to service; and

WHEREAS, nearly 200 people of all ages dedicated to volunteering their time, talents, and resources to meet human needs without discrimination through The Salvation Army of Ellis County. Where volunteers are critical partners in helping fulfill their promise to America of “Doing the Most Good”; and

WHEREAS, the Salvation Army provides important services to the community, including youth programming and summer camps, heating and cooling stations during extreme weather, and a food pantry.

WHEREAS, many of these services are provided free of charge to the people who are served. The only way this is possible is through the financial support of local citizens who give through various channels, not the least of which is The Salvation Army’s annual red kettle campaign; and

WHEREAS, to reach their red kettle goal of \$75,000 for this year’s holiday campaign, The Salvation Army Waxahachie Corps is seeking volunteers to fill the more than 1,000 two-hour shifts as bell ringers. Just two hours of your time can provide a night of shelter for ten individuals, 50 hot meals, or gifts for a forgotten angel this season.

NOW, THEREFORE, I, Billie Wallace, Mayor of the City of Waxahachie, Texas, do hereby declare and proclaim the 2025 holiday season in Waxahachie as

“THE SEASON TO GIVE WITH JOY TO THE SALVATION ARMY”

and urge all citizens to go to RegisterToRing.com and pick a day, time, and location to volunteer as a bell ringer for The Salvation Army between Thanksgiving and Christmas and provide hope for our neighbors this year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waxahachie, Texas to be affixed this the 17th day of November 2025.

Billie Wallace, MAYOR

ATTEST:

Amber Villarreal, CITY SECRETARY

(4c)

Proclamation

WHEREAS, the City of Waxahachie recognizes that an understanding, use and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources and stimulating economic growth, thus, benefiting the welfare of the general public throughout Waxahachie; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the City of Waxahachie acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our citizens; and

WHEREAS, to recognize and support the efforts of nonprofits who work on activities to improve conservation, human services, and various humanitarian efforts to better our world; and

WHEREAS, having a day of GIS activities open to students, citizens, and government leaders will help promote STEM education and inspire others to a higher calling to use technology for good; and

WHEREAS, the City of Waxahachie is committed to utilizing GIS to inform decision making and better serve its residents and make useful geographic information open and easily available to the public, as a platform for innovation;

NOW THEREFORE, I, Billie Wallace, Mayor of the City of Waxahachie, along with the entire City Council, do hereby proclaim November 19, 2025 as

“GIS DAY”

Proclaimed this 17th day of November, 2025.

MAYOR

ATTEST:

CITY SECRETARY

(4e)



TEXAS POLICE CHIEFS ASSOCIATION FOUNDATION

a 501 (c)(3) organization

P.O. Box 1030

Elgin, Texas 78621

Phone: 512-281-5400 1-877-7 POLICE • Fax: 512-281-2240

E-Mail: info@tpcaf.org • Web Page: www.tpcaf.org

Chief Wisner,

On behalf of the Texas Police Chiefs Association Foundation, I want to officially notify you that the Waxahachie Police Department achieved "Accreditation Status" for compliance with the Texas Law Enforcement Accreditation Program.

As you know, the accreditation process is extensive and challenging. The WPD is to be commended for the commitment and professional dedication made toward this success. This outstanding achievement is one that every agency employee and your community members can proudly accept, knowing your Agency has met Texas' Gold Standard in Law Enforcement Accreditation.

We will be in contact with you in the near future to schedule a local public opportunity for acknowledging the Agency's "Accreditation Award" so that your citizens and community leaders can fully appreciate this professional accomplishment.

During the 2026 TPCA Annual Conference, your peers will recognize your Agency. The award ceremony will be held during the Awards and Accreditation Luncheon, which is generally held on Wednesday during the conference.

Again, please accept my sincere "Congratulations" on an exceptional job!

Respectfully,

Steve Stanford

Steve Stanford, Chairman
TPCAF Accreditation Committee

(4e)

Waxahachie Police Department

Press Release
10/27/2025

The Waxahachie Police Department Receives “Accredited Law Enforcement Agency” from the Texas Law Enforcement Accreditation Program

On September 18, the Waxahachie Police Department received the award of *Accredited Law Enforcement Agency* from the Texas Police Chiefs Association Law Enforcement Accreditation Program. Begun in 2006, the Accreditation Program evaluates a law enforcement agency’s compliance with 173 Best Business Practices for Texas Law Enforcement. These standards were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service and the protection of individual’s rights. These Best Practices cover all aspects of law enforcement operations including use of force, protection of rights, vehicle pursuits, property and evidence management, and patrol and investigative operations, just to name a few.

The Waxahachie Police Department was originally Accredited by the Texas Police Chiefs Association Law Enforcement Accreditation Program in March of 2013. Police agencies Accredited by the TPCA must undergo an onsite inspection every 4th year and this makes the fourth successful onsite inspection by the Waxahachie Police Department.

This voluntary process required the Waxahachie Police Department to conduct a critical self-review of the agency’s policies, procedures, facilities and operations. Beginning in May of 2024, the department begin the lengthy process to maintain their status as an “Accredited” Law Enforcement Agency” by preparing proofs of compliance for each of the Texas Law Enforcement Best Business Practices. Upon completion of the internal review, an outside audit and review was requested. This final on-site review took place on August 28th and 29th of this year. The on-site review is conducted by trained Police Experts from other areas of our state. The result of this review was then sent to the Texas Police Chiefs Association’s Accreditation Committee for final analysis and decision to award “Accredited” status.

On September 18, 2025, the department was notified that it had been awarded the coveted “Accredited Law Enforcement Agency” award. The Waxahachie Police Department has always considered itself to be one of the best in the state. This process provided for an independent review of the department’s operations and should assure the citizens of Waxahachie that its Police Department is conforming to the current state of the art in law enforcement.

The actual presentation of the award will take place at the Texas Police Chiefs Association annual conference on April 2, 2026.

More information and a description of the program may be viewed on the Texas Police Chiefs Association website at <http://www.texaspolicechiefs.org>.

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, November 3, 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

Mayor Pro Tem Patrick Souter 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. Present Proclamation designating November 3-7, 2025 as Municipal Court Week

Council Member Chris Wright introduced November Honorary Council Member Brad Elliott. Mr. Elliott has served in law enforcement for 25 years, most of them in Ellis County, where he currently works as a sergeant with the Ellis County Sheriff's Office overseeing the civil division, fugitive transport, warrants, and animal control. Deeply committed to community service, Brad has served on the boards of the Ellis County Children's Advocacy Center and Italy Shop with a Hero, and he currently chairs the Bridges Training Foundation in Midlothian, which supports individuals and families through advocacy, education, and vocational programs.

He is also in his third year as a board member for the North Texas Behavioral Health Authority (NTBHA), helping ensure access to quality, recovery-oriented mental and behavioral health services for all. In addition, Brad is collaborating with local organizations, Pet Coalition of Ellis County and Snip it in the Bud, to develop sustainable solutions following the SPCA's departure from Ellis County.

He and his wife, Brittany, in her 17th year of teaching in Midlothian ISD, are proud parents to their daughter, Boston, who shares their family's passion for serving others and is involved in their Church Renovation Kidz service projects.

(ua)

Mayor Pro Tem Souter presented the proclamation designating November 3-7, 2025 as Municipal Court Week.

5. Public Comments

Steve Chapman, 1602 Alexander, Waxahachie, Texas, spoke in regards to the proposed Charter amendments. He shared his historical perspective as City Attorney when the current Charter was adopted and expressed support for updating it. Mr. Chapman recommended expanding the Council to seven members, maintaining two-year terms, continuing the public election of the Mayor, and retaining the at-large election system. He thanked the Council for the opportunity to share his comments.

Tiana Schwertz, Midlothian, Texas, introduced herself to the City Council as a candidate for Ellis County District Clerk. She stated that she has worked in the legal profession for nearly 20 years, including the past seven serving under Judge Chapman in County Court at Law No. 1. Ms. Schwertz noted that she has lived in Midlothian and Ellis County for over 20 years, raised five children who graduated from Midlothian ISD, and appreciated the opportunity to introduce herself to the Council.

Ira Tenpenny, 109 Rosa Street, Waxahachie, Texas, expressed concern about contractors cutting concrete without proper dust control. He noted that crystalline silica in concrete dust poses health risks and urged the City and Code Enforcement to ensure contractors follow OSHA safety standards.

6. Consent Agenda

- a. Minutes of the City Council meeting of October 20, 2025
- b. Minutes of the City Council work session of October 22, 2025
- c. Event application for Southern Star 5k to be held at Getzendaner Memorial Park on November 8, 2025
- d. Event application for Santa Run to be held in Downtown Waxahachie on December 13, 2025
- e. Event application for Carry the Load event to be held at Lumpkins Stadium on May 23, 2026
- f. Proposed Ordinance approving a request by Anthony Lohden for a Petition for ETJ Release for approximately 5 acres, located along FM 55 east of State Hwy 77 and west of Chisholm Trail (Property ID 234199) – Owner: Anthony Lohden (ETJ-PTN-134-2025)
- g. City of Waxahachie 2026 Holiday Schedule
- h. Contract for two LifePak 35 monitor/defibrillators in the amount of \$128,841.28
- i. Purchase of a bucket truck from Versalift in the amount of \$227,863

ORDINANCE NO. 3682

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 5 ACRE TRACT OF LAND, LOCATED APPROXIMATELY 200 FEET WEST OF 210 FM 55, KNOWN AS PROPERTY ID 234199, AND ORDERING THE CHANGING OF THE CITY OF

(lea)

WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

Action:

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

- 7. Consider a request by William Dahlstrom, for Voluntary Annexation of approximately 206.719+/- acres situated off of Brookside Road (Property ID 193815, 193822, & 303652) - Owner: United Presbyterian Homes & Walton Texas LP (ANX-DNX-164-2025)**

Trenton Robertson, Senior Director of Planning, announced the applicant requested to continue ANX-DNX-164-2025, the UPH & Walton Properties Annexation, from the November 3, 2025 City Council meeting to the November 17, 2025 City Council meeting.

Action:

Tres Atkins moved to continue ANX-164-2025 to the November 17, 2025 City Council meeting. Motion was seconded by Patrick Souter and carried unanimously (5-0).

- 8. Consider a request by Jose Zavala for a Plat of Zavala ADDITION, lot 1 Block A, being 0.1642 acres, located at the intersection of S Rogers St and Five Points Rd, situated in the James Armstrong Survey, Abstract 6, an addition to the City of Waxahachie (Property ID 179039) – Owners: Jose Zavala and Juan Zavala (SUB-124-2025)**

Trenton Robertson, Senior Director of Planning, presented the Item. The applicant requests to plat the subject property for the purpose of residential development. The project is located within the Infill Overlay District and is subject to the lot size and dimension requirements of the Infill district. The plat includes dedication of 15' utility easements along S Rogers Street and Five Points Road, per the Waxahachie Subdivision Ordinance.

During the review of the replat application, staff identified technical errors that conflict with the requirements of the Waxahachie Subdivision Ordinance. These technical items are required to be corrected prior to filing the replat. The correction of each item has been identified as a condition of approval in the staff recommendation.

The proposed plat will not meet the minimum lot size standards of the Infill Overlay District, but the applicant has filed a Petition for Hardship Waiver. Infill standards require that the subject property be within 90% of the average lot size of adjacent properties (64,352 sf). This subject property is a remnant, un-platted lot and is much smaller than average for the surrounding area. In order not to reduce the proposed lot size any further, the applicant has also requested to not dedicate right-of-way (ROW) for S Rogers Street as typically required by the Waxahachie Thoroughfare Plan. The subject property is only 0.1642 acres (7,152sf). Staff is supportive of the Petition for Hardship Waiver due to the fact that the proposed lot is comparable in size to a majority of existing lots in the surrounding area. Staff received no letters of opposition or support for this case.

(ua)

Action:

Travis Smith moved to approve SUB-124-2025, a Plat of the Zavala Addition, Lot 1, Block A, subject to the conditions of the staff report, authorizing the Mayor and/or Interim City Manager to sign the associated documents accordingly. Motion was seconded by Patrick Souter and carried unanimously (5-0).

9. Public Hearing on a request by Gilberto Escobedo, for a Replat of Lot 13R, Block 180, of the Oak Lawn Addition, to create Lot 13R-A and Lot 14R, Block 180, Oak Lawn Addition, 0.191 acres, located at 309 Henry Street (Property ID 175115) – Owner: Escobedo Gilberto Jr (SUB-127-2025)

Mr. Robertson presented the Item. The applicant proposes to replat the subject property from one (1) lot into two (2) lots for single family residential use. The property was originally platted as Lots 13 & 14 of the Oak Lawn Addition before being replated into lot 13R in 1985. The original Lots 13 & 14 were of similar size to the currently proposed lots. The property is located within the City's Infill Overlay District and the proposed lots will be consistent in size with the neighboring lots on Henry Street.

The applicant requests a Petition for Relief Waiver for the right-of-way (ROW) dedication requirement along Henry Street for this property. The current right-of-way width on Henry Street is 25', with the current City of Waxahachie's Thoroughfare Plan calling for a 50' right-of-way. The applicants' Petition of Relief Waiver will allow the proposed properties to remain consistent with the surrounding lots; none of which have dedicated additional right-of-way for Henry Street. The waiver would also allow the homes to be built on the properties to remain consistent with the surrounding homes in terms of size and placement on the lots. Due to the lots closely aligning with the surrounding area, staff is supportive of this replat and the Petition for Relief Waiver.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 32 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 received zero (0) letters of support and five (5) letters of opposition for the proposed replat.

Mayor Wallace opened the Public Hearing at approximately 7:29 p.m.

There being no others to speak for or against SUB-127-2025, Mayor Wallace closed the Public Hearing at approximately 7:30 p.m.

Councilman Travis Smith asked about potential access issues for fire apparatus due to on-street parking. Interim Fire Chief Scott Safford stated he has no concerns at this time.

Councilman Wright asked if the property would be used as a short-term rental. Mr. Gilberto Escobedo stated that it would likely be a long-term rental.

10. Consider approving SUB-127-2025

(6a)

Action:

Tres Atkins moved to approve SUB-127-2025, a Replat of Lot 13R, Block 180, of the Oak Lawn Addition, to create Lot 13R-A and Lot 14R, Block 180, subject to the conditions of the staff report, authorizing the Mayor and/or Interim City Manager to sign the associated documents accordingly. Motion was seconded by Chris Wright and carried unanimously (5-0).

11. Public Hearing on a request by Javier Landeros, Inkspllicit Tattoo Studio, LLC, for a Specific Use Permit (SUP) for a Tattoo or Body Piercing Shop use within the General Retail (GR) zoning district located at 120 North US Highway 77, Suite A (Property ID 173425 – Owner(s): 120 North LLC (ZDC-112-2025))

Mr. Robertson presented the Item. The applicant proposes a Specific Use Permit (SUP) for Tattoo Shop use at 120 North US Highway 77, Suite A. The use of a Tattoo Shop requires an approved SUP by City Council per the City of Waxahachie's Zoning Ordinance. The applicant is a tattoo artist who is proposing to operate a tattoo shop at the subject property primarily on an appointment-only basis but will accommodate walk-ins between the hours of 3:00 PM through 10:00 PM from Tuesdays through Saturdays. The applicant is proposing to have one chair for himself to occupy this space. The applicant offers additional services such as logo design, shirt designs, wall murals, and other projects utilizing his artistic skills.

The subject property previously received approval for a SUP to operate a Cosmetic and Restorative Studio (Permanent) use City Council meeting on April 3, 2023 (ZDC-177-2022); however, the applicant did not proceed with leasing the space within six (6) months of approval. Therefore, the approved SUP is no longer valid.

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 20 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 no letters in support and opposition for the SUP request.

Mayor Wallace opened the Public Hearing at approximately 7:35 p.m.

There being no others to speak for or against ZDC-112-2025, Mayor Wallace closed the Public Hearing at approximately 7:35 p.m.

Councilman Wright recalled previous discussions regarding tattooing regulations. He explained that when the ordinance was amended to define cosmetic and medical restorative tattooing, the intent was to allow restorative tattooing in limited locations—not in general retail areas. He noted that the current ordinance allows tattooing with a Specific Use Permit (SUP) in general retail, which he believes was not the original intent of Council. For that reason, he stated he does not support allowing tattooing in general retail districts.

Councilman Smith agreed with Councilman Wright's interpretation of the original intent of the tattooing ordinance. He noted that the property in question is still zoned General Retail but questioned whether that designation remains appropriate, as the area no longer functions as a typical retail space and may be better suited for commercial zoning.

(lea)

Mayor Wallace agreed with the comments made by Councilmen Wright and Smith and added that the City should also consider measures to prevent an over-saturation of tattoo businesses in the future. She emphasized that while she has no objection to tattoo establishments, she does not want them to become overly concentrated throughout the city.

Mayor Pro Tem Souter echoed the previous comments, noting that the issue had been discussed in detail over the past couple of years. She emphasized that while she is not opposed to tattoo businesses, the concern at the time was the rapid proliferation of tattoo establishments.

Councilman Wright confirmed that the tattoo business would operate by appointment only, not allowing walk-ins, and that any signage would simply replace the existing sign with their business logo, no bright or neon signs.

12. Consider proposed Ordinance approving ZDC-112-2025

ORDINANCE NO. 3683

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A TATTOO OR BODY PIERCING SHOP USE WITHIN A GENERAL RETAIL (GR) ZONING DISTRICT, LOCATED AT 120 NORTH U.S. HIGHWAY 77, SUITE A, BEING PROPERTY ID 173425 IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING LOT 120-RR-C OF THE FERRIS SECOND ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Travis Smith moved to approve ZDC-112-2025, for a Specific Use Permit for a Tattoo or Body Piercing Shop 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 Tres Atkins and carried unanimously (5-0).

13. Public Hearing on a request by Dennis Church, Minto Communities Texas, LLC, for a Zoning Change from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

Mr. Robertson announced on October 27, 2025, the applicant requested to continue case no. ZDC-232-2024, from the November 3, 2025, City Council meeting to the November 17, 2025 City Council meeting. The purpose of the continuance request is to allow the applicant additional time to address staff concerns.

Mayor Wallace opened the Public Hearing at approximately 7:44 p.m.

Those who spoke in opposition:

(lea)

Bob Ferris, 6059 E FM 875, Waxahachie, Texas
Ira Tenpenny, 109 Rosa, Waxahachie, Texas
Kathy Kacal, 405 Brookside Road, Waxahachie, Texas
Heather Fegan, 1720 Lone Elm Road, Waxahachie, Texas
Mike Mohat, 1810 Lone Elm Road, Waxahachie, Texas

Ms. Kacal raised a concern about an elected county official who is now paid by the Minto developer to represent them against city citizens, calling it a clear conflict of interest. Ms. Kacal confirmed this with the State Ethics Commission, were advised to contact the city attorney, and urged officials to be aware of the situation.

Councilman Smith clarified that a previous development agreement already allows 9,000 homes in the area, and this public hearing concerns modifications to that agreement. He explained that zoning applies to the land itself, not the individual, and can only be changed at the landowner's request; it cannot be altered retroactively. Councilman Smith noted that revised development agreement and planned development documents were received around 5:30 that day and are still being revised, explaining that a continuance has been requested to address ongoing issues.

Mayor Wallace acknowledged residents' concerns, noting that the Council shares many of the same issues and appreciates the community's feedback.

Action:

Travis Smith moved to continue the Public Hearing for ZDC-232-2024 to the November 17, 2025 City Council meeting. Motion was seconded by Chris Wright and carried unanimously (5-0).

14. Consider proposed Ordinance approving ZDC-232-2024

No action taken.

15. Consider Ground Lease and Operating Agreement with Ellis County Master Gardeners

John Smith, Senior Center Director and Gayle Johnston, Ellis County Master Gardeners (ECMG), presented the Item. The proposed partnership between the City and ECMG will enhance programming opportunities at the Waxahachie Senior Activities Center (WSAC), expand educational outreach, and create a new amenity that supports horticultural learning, volunteerism, and intergenerational engagement.

Key terms of the agreement include:

- **Funding and Construction:** ECMG will fund the construction of the greenhouse.
- **Site Preparation:** WSAC will provide up to \$32,000 from the STEM Garden 501(c)(3) account to cover site preparation expenses, including water, electrical, and foundation work.
- **Operations and Maintenance:** ECMG will maintain and operate the greenhouse in alignment with the interests of both parties, promoting educational, social, and community engagement opportunities.

(wa)

- Coordination of Use: ECMG will coordinate with WSAC staff for any public programs or large events held at the site.
- Insurance: ECMG will provide and maintain liability insurance coverage.
- Agreement Terms: Both parties retain defined investment and termination rights as outlined in the Ground Lease and Operating Agreement.

Ongoing water and electrical costs are expected to be approximately \$1,500 per year and will be absorbed within the existing WSAC operating budget. ECMG will be responsible for all greenhouse maintenance and associated costs.

Councilman Wright asked if the proposal aligns with the Senior Center Master Plan, and Mr. Smith confirmed that it does. Mayor Wallace inquired whether there were any concerns with the operating principles, and Mr. Smith stated he had none. Councilman Smith verified that the \$1,500 represents the maximum ongoing operating cost, and Mr. Smith confirmed. Mayor Pro Tem Souter noted that Section 15 omitted "287" from the notice address.

Action:

Travis Smith moved to approve the Ground Lease and Operating Agreement between the Ellis County Master Gardeners and the City of Waxahachie, with an amendment to Section 15 to add 287 to the notice address, and authorize the Interim City Manager to execute all necessary documents. Motion was seconded by Tres Atkins and carried unanimously (5-0).

16. Consider contract with Classic Chevrolet of Grapevine for six (6) new Criminal Investigation Division (CID) vehicles in the amount of \$168,409 and a contract with Moritz Kia for two (2) new CID vehicles in the amount of \$56,175.54

Police Chief Joe Wisner presented the Item. Staff is requesting Council approval to award a contract to Classic Chevrolet of Grapevine to purchase six (6) Chevrolet CID vehicles, as well as awarding a contract to Moritz Kia for two (2) CID vehicles. The eight (8) vehicles are comprised of four (4) new CID vehicles that will be used by CID detectives and corporals, and four (4) replacement CID vehicles for the existing department fleet. The contracts are one-year contracts. The total contract cost to Classic Chevrolet of Grapevine is \$168,409 payable upon delivery of vehicles. The total contract cost to Moritz Kia is \$56,175.54 payable upon delivery of vehicles. This contract includes the purchase price of eight CID vehicles required and used in the daily operation of the police department.

Expenditures for the purchase of 5 CID vehicles for \$225,000 was approved for the FY2026 budget. Due to market favorability, the police department is able to purchase 8 CID vehicles for \$224,584.54. The increase in number of CID vehicles purchased will shorten the time needed to replace older, leased CID vehicles with expired lease terms.

Councilman Wright asked if any of the vehicles would be Tahoes, and Chief Wisner noted that the purchase will include a mix of vehicle types. Mayor Wallace confirmed that the City will be acquiring additional vehicles within the same budgeted amount, allowing the Police Department to transfer existing vehicles to other departments. She expressed appreciation for the collaboration among departments.

(ua)

Action:

Tres Atkins moved to award a contract with Classic Chevrolet of Grapevine for six (6) new Criminal Investigation Division (CID) vehicles, and award a contract with Moritz Kia for two (2) new CID vehicles, and authorize the Interim City Manager to execute all necessary documents. Motion was seconded by Travis Smith and carried unanimously (5-0).

17. Consider proposed Ordinance repealing and replacing Article XIII, “Overnight Camping and Temporary Shelters,” of Chapter 21 of the City Code

Chief Wiser presented the Item. City staff agrees that the proposed “Camping” ordinance conforms to the rulings in the recent decision, City of Grants Pass v. Johnson, U.S. Supreme Court (2024).

The issue of overnight camping in urban areas has been a nationwide problem for some time. The City of Waxahachie is not immune from the problem. In recent years our area has experienced an increase in the number of itinerant campers. In a decision handed down in 2024, the U.S. Supreme Court determined that laws prohibiting public camping and sleeping do not violate the Eighth Amendment’s “cruel and unusual punishment” clause. The ruling allows cities to enforce these ordinances and fine or arrest individuals camping overnight within unapproved areas of the city’s jurisdiction. The proposed ordinance will replace the language previously enumerated in Waxahachie City Ordinance. The proposed “Camping” ordinance conforms to the language set out by the Supreme Court decision and is recommended for approval by city staff.

Mayor Wallace confirmed that this ordinance will enable the Police Department to enforce the provisions. She thanked the Police Department, City Attorney Terry Welch, and Code Enforcement for their efforts in developing the ordinance. Mayor Pro Tem Souter noted that the Crisis Intervention Team recently met with the Downtown Merchants Association and provided them with a security component. Councilman Smith commended Mayor Wallace for championing this initiative, recognizing it as her passion project aimed at addressing numerous citizen concerns.

ORDINANCE NO. 3684

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, REPEALING EXISTING ARTICLE XIII, “OVERNIGHT CAMPING AND TEMPORARY SHELTERS,” OF CHAPTER 21, “OFFENSES AND MISCELLANEOUS PROVISIONS,” OF THE CODE OF ORDINANCES OF THE CITY OF WAXAHACHIE, TEXAS, AND REPLACING IT WITH A NEW ARTICLE XIII, “CAMPING”; MAKING FINDINGS; PROVIDING CUMULATIVE/REPEALER CLAUSES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY; DECLARING AN EMERGENCY; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

Action:

Travis Smith moved to approve an ordinance repealing existing Article XIII, “Overnight Camping and Temporary Shelters,” Chapter 21, “Offenses and Miscellaneous Provisions,” of the Code of Ordinances of the City of Waxahachie, Texas, and replacing it with a new Article XIII, “Camping.” Motion was seconded by Billie Wallace and carried unanimously (5-0).

18. Consider proposed Resolution of votes cast to elect Directors for the Ellis Appraisal District for the year 2026

(lea)

Interim City Manager Ricky Boyd presented the Item. The chief appraiser has prepared a ballot listing the candidates. The governing body shall determine its vote by Resolution and submit to the chief appraiser before December 15th.

The City of Waxahachie voting entitlement (154 votes) may be cast for one candidate or distributed as the governing body chooses. It takes 667 votes to secure a position on the board. The chief appraiser will count the votes, declare the five candidates who received the largest cumulative vote totals elected, and submit the results before December 31st to each governing body.

Taxing Units with more than 5% of the total vote have additional requirements under Section 6.03(k-1).

(k-1) This subsection applies only to an appraisal district established in a county with a population of 120,000 or more. The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the first or second open meeting of the governing body that is held after the date the chief appraiser delivers (before October 15th) the ballot to the presiding officer of the governing body. The governing body must submit its vote to the chief appraiser not later than the third day following the date the resolution is approved.

Councilman Wright inquired which candidate the school board is supporting. Mr. Boyd stated that, to his knowledge, the board is using its votes to support Tim Cummings, but he is not aware of any formal action having been taken. Councilman Smith noted his personal support for Mr. Cummings.

RESOLUTION NO. 1392

RESOLUTION OF VOTES CAST TO ELECT DIRECTORS FOR THE ELLIS APPRAISAL DISTRICT FOR THE YEARS 2025

Action:

Chris Wright moved to approve the Resolution casting 154 votes for Tim Cummings, for the election of Directors to the Ellis Appraisal District Board for the year 2026. Motion was seconded by Travis Smith and carried unanimously (5-0).

19. Consider proposed Resolution for Eminent Domain to acquire sewer, water, drainage, and temporary construction easements associated with the re-alignment of Old Italy Roadway, Water, and Sewer Projects

James Gaertner, Executive Director of Public Works and Utilities, presented the Item. The City plans to construct a new roadway with drainage ditches, install sewer lines and install water lines to and along Old Italy Road and TxDOT's SPUR 394.

The City needs water, wastewater, drainage, and temporary construction easements located on the properties owned by Bluejacket Group, LLC and Little Living Trust. The City staff negotiated with the property owners for more than a year. The property owners requested the sewer line be installed along their northern property, versus other sewer alignments City staff was considering. Currently, the property owners and City staff are at an impasse regarding a path forward for

(ua)

executing the easements. However, in order to prevent conflicts and delays to the TxDOT's SPUR 394 Roadway Project, the property owners dedicated the new City Road Right-of-Way.

The roadway, water and sewer construction plans are ready to be bid. City staff recommends City Council approve the eminent domain resolution in order to meet the Fall 2027 deadline. City staff will continue to negotiate with the property owners while we go through this process.

This sanitary sewer easement is part of the New High School Sewer Project and is funded through the Wastewater Impact Fees. The water easement is part of the US 77 and Spur 394 Water Project and is funded through the Water Impact Fees. The Old Italy Re-Alignment Roadway and Drainage Project is funded through Roadway Impact Fees and the 2024 Street Bond Sale. All the costs associated with the eminent domain process will be covered by these projects' budgets.

Councilman Smith asked whether the property owner wants the city to use eminent domain. Mr. Gaertner stated that they do not. He explained that the property owner had initially requested the sewer line be routed through their property to gain benefit, and the City agreed to upsize the line. However, the property owner is now delaying execution of the easement. Mr. Welch noted that the property owner is requesting long-term entitlements to reserve the sewer line capacity for their potential use. Mr. Gaertner added that the eminent domain resolution would provide a tool for the City, if necessary, but he hopes to reach an agreement with the property owner to avoid its use.

RESOLUTION NO. 1393

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, DECLARING THE NECESSITY TO ACQUIRE SEWER, WATER, DRAINAGE, AND TEMPORARY CONSTRUCTION EASEMENTS; DETERMINING THE PUBLIC USE AND NECESSITY FOR SUCH ACQUISITION; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE MAYOR OF THE CITY OF WAXAHACHIE, TEXAS, TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE MAYOR TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND RESOLUTIONS; AUTHORIZING THE CITY ATTORNEY TO INSTITUTE CONDEMNATION PROCEEDINGS TO ACQUIRE THE PROPERTY IF PURCHASE NEGOTIATIONS ARE NOT SUCCESSFUL; AND PROVIDING AN EFFECTIVE DATE.

Action:

Chris Wright moved to approve the Resolution authorizing the use of the power of eminent domain to acquire sewer, water, drainage, and temporary construction easements as referenced in the Resolution; determining the public use and necessity for such acquisition; authorizing the acquisition of property rights necessary for such sanitary sewer, water, drainage and temporary construction easements; appointing an appraiser and negotiator as necessary; authorizing the Mayor to establish just compensation for the property rights to be acquired; authorizing the Mayor, or her representative, to take all steps necessary to acquire the needed property rights in compliance with all applicable laws and resolutions; and authorizing the City Attorney, or his representative, to institute condemnation proceedings to acquire the property rights if purchase negotiations are not successful. Motion was seconded by Patrick Souter and carried 4-1 with the votes as follows:

(ua)

Billie Wallace – Aye
Patrick Souter – Aye
Chris Wright – Aye
Tres Atkins – Aye
Travis Smith – Nay

- 20. 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 selection of a City Manager, 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 9:13 p.m. the City Council would 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 selection of a City Manager, 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.

- 21. Reconvene and take any necessary action**

The meeting reconvened at 10:28 p.m.

- 22. Comments by Mayor, City Council, City Attorney and City Management**

Brad Elliott thanked officials and attendees for participating, emphasized the importance of in-person civic engagement and accountability over social media. He expressed commitment to community involvement and appreciation for everyone's time and effort.

Councilman Chris Wright thanked local representatives, community members, and City staff for their contributions, including attending meetings, sharing insights, and supporting local events. He recognized Global High School students Eric Jacobs, Nathan McLean, Caleb Burch, Kristina Han, and Siyu Fu for placing first in North America in a science and engineering contest sponsored by the MIT Society of Hispanic Professional Engineers and wished them well next week as they compete in the World competition. Councilman Wright praised the Waxahachie Police Department for community safety during Halloween and acknowledged joint efforts with the City Attorney Terry Welch to for addressing citizen feedback and successfully revising the camping ordinance.

Mayor Pro Tem Patrick Souter praised Brad Elliott for being a dedicated family man, servant leader, and first responder, and commended Police Chief Joe Wisner and staff for effectively using resources and being fiscally responsible. Mayor Pro Tem Souter also congratulated Barry Jacobs' son's team for their achievements, highlighting the community's talented youth.

(lea)

Councilman Travis Smith thanked City Secretary Amber Villarreal and her team for coordinating at the TML conference, highlighting their efforts in keeping everyone organized. Councilman Smith noted the conference offered the opportunity for Council to learn and explore new ways to reduce taxpayer burdens. He also expressed support and appreciation for Brad Elliott, anticipating his role as Justice of the Peace.

Councilman Tres Atkins thanked Brad Elliot for his service and praised the City Secretary's Office for organizing a successful TML conference, highlighting the Council's opportunity to explore creative ideas beneficial to the city.

Mayor Billie Wallace praised Brad Elliott for decades of dedicated community service and a servant's heart, acknowledging their long history of working together. Mayor Wallace also expressed appreciation to the City Secretary's Office for successfully organizing the TML conference, and commended Interim City Manager Ricky Boyd and city employees for their hard work, responsiveness, and commitment to the city, noting widespread public recognition of their efforts.

23. Adjourn

There being no further business, the meeting adjourned at 10:28 p.m.

Respectfully submitted,

Amber Villarreal
City Secretary

(leb)

Planning & Zoning Department

Petition for ETJ Release

Case: ETJ-PTN-138-2025



MEETING DATE(S)

City Council:

November 17, 2025

CAPTION

Consider proposed Ordinance approving a request by Bob Cao, for a **Petition for ETJ Release** for approximately 11.026 acres, located at 2800 N US Highway 77, (Property ID 189296) – Owner: Waxa Connection LLC (ETJ-PTN-138-2025)

RECOMMENDED MOTION

"I move to approve ETJ-PTN-138-2025, a request by Bob Cao, for a Petition for ETJ Release for approximately 11.026 acres, located at 2800 N US Highway 77, authorizing the Mayor to sign the associated documents accordingly."

APPLICANT REQUEST

The property owner has petitioned the City to remove his property from the extraterritorial jurisdiction (ETJ).

CASE INFORMATION

Applicant: Bob Cao

Property Owner(s): Waxa Connection LLC

Site Acreage: 11.026

Number of Lots: 1 lot

Number of Dwelling Units: 1 unit

SUBJECT PROPERTY

General Location: 2800 N US Highway 77

Parcel ID Number(s): 189296

Current Zoning: ETJ

Existing Use: A single-family residence currently exists on the subject property.

Platting History: The subject property is not platted.

CCN Service Area: Rockett Special Utility District

(wb)

Site Aerial:



PLANNING ANALYSIS

Starting September 1, 2025, residents living in areas within a municipality's ETJ are allowed to file a petition requesting their release from the ETJ. Upon providing the City with the minimum information listed below, the City must immediately release the area from its ETJ.

- The petition must be in writing and detail the area's boundaries through either metes and bounds or a recorded plat; and
- The petition must include the property owner's name, signature, date of birth, residence address, and date of signing.

This application satisfies the requirements of Chapter 42, Subchapter D of the Texas Local Government Code governing the requirements for an ETJ petition.

RECOMMENDATION

City staff has determined that the submitted petition complies with the requirements of Chapter 42, Subchapter D of the Texas Local Government Code and that such law requires the release of the subject property from the City's ETJ.

ATTACHED EXHIBITS

1. ETJ Petition Map for November 17, 2025 City Council Meeting
2. Proposed Ordinance
3. Legal Description (Exhibit A)
4. Location Map (Exhibit B)

STAFF CONTACT INFORMATION

Prepared by:

David Jones

Planner

david.jones@waxahachie.com

Reviewed by:

Zack King, AICP

Planning Manager

zking@waxahachie.com

(ub)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE RELEASE FROM THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION OF A 11.026 ACRE TRACT OF LAND, LOCATED AT 2800 N US HIGHWAY 77, KNOWN AS PROPERTY ID 189296, AND ORDERING THE CHANGING OF THE CITY OF WAXAHACHIE'S EXTRATERRITORIAL JURISDICTION BOUNDARY MAP IN ACCORDANCE WITH SAID CHANGE.

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

WHEREAS, as authorized by Subchapter D of Chapter 42 of the Texas Local Government Code, the landowners of the herein described property have requested and petitioned in writing that the City of Waxahachie ("**City**") exclude the property herein described from the City's Extraterritorial Jurisdiction ("**ETJ**"); and

WHEREAS, City staff has determined that the submitted petition, case number ETJ-PTN-138-2025, complies with the requirements of Subchapter D of Chapter 42 of the Texas Local Government Code and that such law requires the release of the herein described property from the City's ETJ.

NOW, THEREFORE, the following described tracts of land are hereby released and removed from the City's ETJ, effective as of the date of the passage of this Ordinance:

All those certain lots, tracts or parcels of land situated in Ellis County, Texas, and being more particularly described by metes and bounds in Exhibit A and shown on the location map in Exhibit B, which are made a part hereof and attached hereto for all purposes.

The City's ETJ boundary is hereby amended in accordance with said change. City staff is hereby directed to make all required changes to the City map showing the boundaries of the City's ETJ, as required by Section 41.002 of the Texas Local Government Code, and to promptly notify Ellis County of such changes.

PASSED, APPROVED AND ADOPTED on this 17th day of November, 2025.

MAYOR

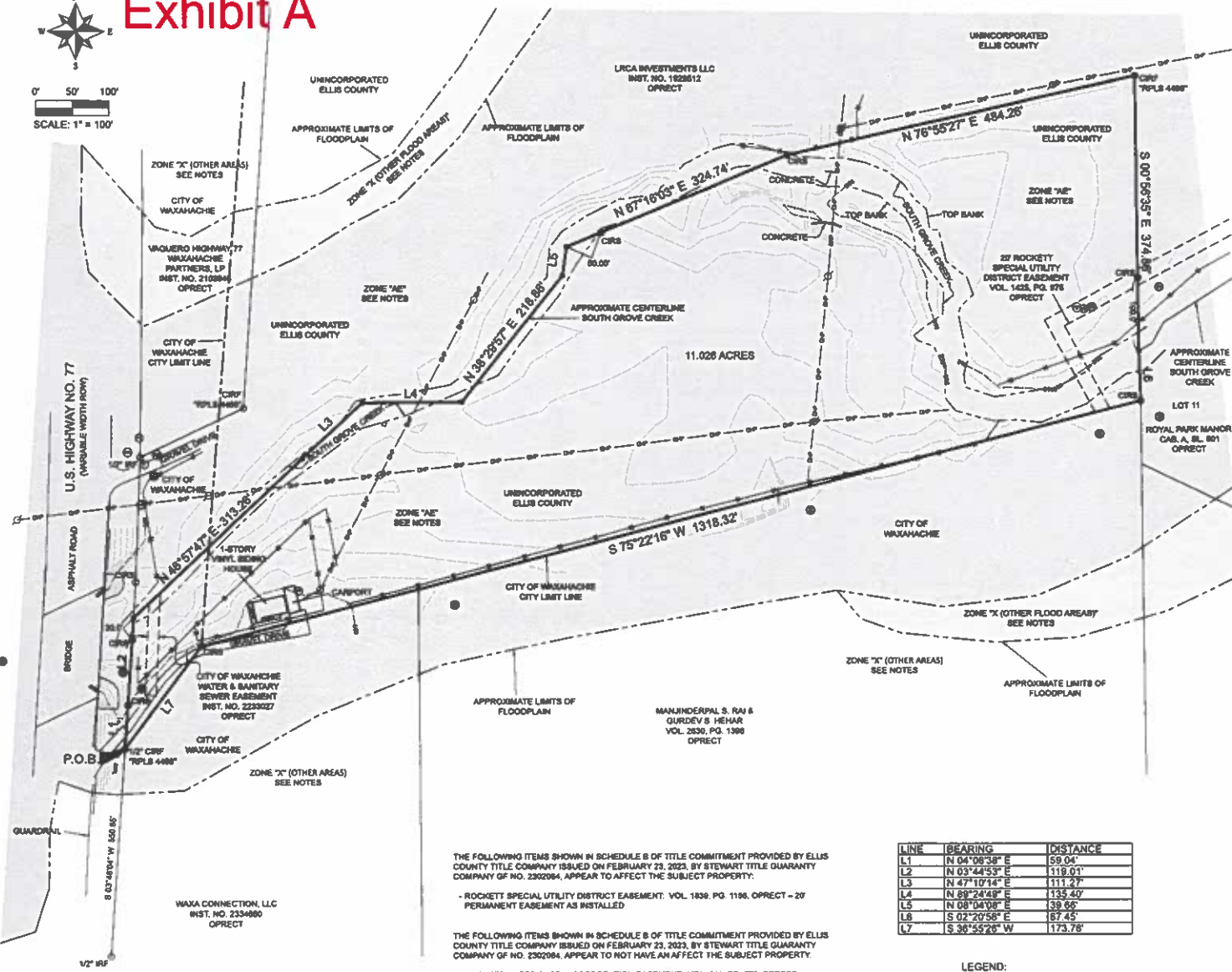
ATTEST:

City Secretary



Exhibit A

0' 50' 100'
SCALE: 1" = 100'



PROPERTY DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE A. PRUETT SURVEY, ABSTRACT NO. 848, WITH A PORTION BEING IN THE CITY OF WAXAHACHE AND A PORTION ELLIS COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND DESCRIBED IN DEED TO WAXA CONNECTION, L.L.C., RECORDED IN INSTRUMENT NO. 2334886, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (OPRECT), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE SOUTHWEST CORNER OF SAID WAXA CONNECTION TRACT AND THE COMMON NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO WAXA CONNECTION, L.L.C., RECORDED IN INSTRUMENT NO. 2334886, OPRECT (HEREINAFTER REFERRED TO AS WAXA CONNECTION 2 TRACT), AND IN THE EAST RIGHT-OF-WAY (ROW) LINE OF U.S. HIGHWAY 77 (A VARIABLE WIDTH ROW), FROM WHICH A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID WAXA CONNECTION 2 TRACT, BEARS S 03°43'04" W, A DISTANCE OF 560.85 FEET;

THENCE N 04°09'38" E, ALONG THE WEST LINE OF SAID WAXA CONNECTION TRACT AND THE COMMON EAST ROW LINE OF SAID U.S. HIGHWAY 77, A DISTANCE OF 58.04 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR CORNER;

THENCE N 03°44'53" E, ALONG THE WEST LINE OF SAID WAXA CONNECTION TRACT AND THE COMMON EAST ROW LINE OF SAID U.S. HIGHWAY 77, PASSING A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR WITNESS AT A DISTANCE OF 88.31 FEET, IN ALL A TOTAL DISTANCE OF 146.35 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID WAXA CONNECTION TRACT AND THE COMMON SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO LCA INVESTMENTS LLC, RECORDED IN INSTRUMENT NO. 1829912, OPRECT, AND IN THE APPROXIMATE CENTERLINE OF SOUTH GROVE CREEK;

THENCE ALONG THE NORTH LINE OF SAID WAXA CONNECTION TRACT AND THE COMMON SOUTH LINE OF SAID LCA INVESTMENTS TRACT AND THE APPROXIMATE CENTERLINE OF SAID SOUTH GROVE CREEK, AS FOLLOWS:

N 48°57'47" E, A DISTANCE OF 313.28 FEET TO A POINT FOR CORNER;

N 47°10'14" E, A DISTANCE OF 111.27 FEET TO A POINT FOR CORNER;

N 88°24'48" E, A DISTANCE OF 135.40 FEET TO A POINT FOR CORNER;

N 38°29'57" E, A DISTANCE OF 218.86 FEET TO A POINT FOR CORNER;

N 08°04'08" E, A DISTANCE OF 39.86 FEET TO A POINT FOR CORNER;

N 07°18'03" E, PASSING A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR WITNESS AT A TOTAL DISTANCE OF 50.90 FEET, IN ALL A TOTAL DISTANCE OF 324.74 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR CORNER;

N 78°58'27" E, A DISTANCE OF 484.26 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 4488" FOUND FOR THE NORTHEAST CORNER OF SAID WAXA CONNECTION TRACT AND A COMMON INTERIOR ELL CORNER OF SAID LCA INVESTMENTS TRACT;

THENCE S 00°58'58" E, ALONG THE EAST LINE OF SAID WAXA CONNECTION TRACT AND THE COMMON WEST LINE OF SAID LCA INVESTMENTS TRACT, PASSING A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR WITNESS AT A DISTANCE OF 274.88 FEET, IN ALL A TOTAL DISTANCE OF 374.88 FEET TO A POINT FOR CORNER IN THE APPROXIMATE CENTERLINE OF SAID SOUTH GROVE CREEK, SAME BEING AN ELL CORNER OF SAID LCA INVESTMENTS TRACT AND THE COMMON NORTHWEST CORNER OF ROYAL PARK MANOR, RECORDED IN CABINET A, SLIDE 801, OPRECT;

THENCE S 02°20'58" E, ALONG THE EAST LINE OF SAID WAXA CONNECTION TRACT AND THE COMMON WEST LINE OF SAID ROYAL PARK MANOR, A DISTANCE OF 87.45 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR THE SOUTHEAST CORNER OF SAID WAXA CONNECTION TRACT AND THE COMMON NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO MANJINDERPAL S. RAJ AND GURDEV S. HEHAR, RECORDED IN VOLUME 2636, PAGE 1388, OPRECT;

THENCE S 75°22'16" W, ALONG THE SOUTH LINE OF SAID WAXA CONNECTION TRACT, THE COMMON NORTH LINE OF SAID HEHAR TRACT, AND THE COMMON NORTH LINE OF SAID WAXA CONNECTION 2 TRACT, A DISTANCE OF 1318.32 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "TXRCS" SET FOR ANGLE CORNER OF SAID WAXA CONNECTION TRACT AND A COMMON ANGLE CORNER OF SAID WAXA CONNECTION 2 TRACT;

THENCE S 38°58'28" W, ALONG THE SOUTH LINE OF SAID WAXA CONNECTION TRACT AND THE COMMON NORTH LINE OF SAID WAXA CONNECTION 2 TRACT, A DISTANCE OF 173.76 FEET TO THE POINT OF BEGINNING, AND CONTAINING 11.026 ACRES OF LAND, MORE OR LESS.

I, TIMOTHY L. JACKSON, R.P.L.S. HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, UNDER MY DIRECT SUPERVISION, ON THE DATE SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND ACCURATE REPRESENTATION OF THE PROPERTY AS SURVEY PER THE DESCRIPTION SHOWN HEREON. THE SIZE, LOCATION AND TYPE OF BUILDINGS AND VISIBLE IMPROVEMENTS ARE AS SHOWN.

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS' STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION N SURVEY.



TIMOTHY L. JACKSON
REGISTRATION NUMBER 0844
DATED: 08/08/2025

(gn)

THE FOLLOWING ITEMS SHOWN IN SCHEDULE D OF TITLE COMMITMENT PROVIDED BY ELLIS COUNTY TITLE COMPANY ISSUED ON FEBRUARY 23, 2023, BY STEWART TITLE GUARANTY COMPANY OF NO. 2302084, APPEAR TO AFFECT THE SUBJECT PROPERTY:

- ROCKETT SPECIAL UTILITY DISTRICT EASEMENT: VOL. 1836, PG. 1196, OPRECT - 20 PERMANENT EASEMENT AS INSTALLED

THE FOLLOWING ITEMS SHOWN IN SCHEDULE B OF TITLE COMMITMENT PROVIDED BY ELLIS COUNTY TITLE COMPANY ISSUED ON FEBRUARY 23, 2023, BY STEWART TITLE GUARANTY COMPANY OF NO. 2302084, APPEAR TO NOT HAVE AN AFFECT THE SUBJECT PROPERTY:

- ROCKETT WATER SUPPLY CORPORATION EASEMENT: VOL. 511, PG. 575, OPRECT
- EASEMENT TO STUCKEY'S STORES, INC.: VOL. 513, PG. 293, OPRECT
- SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT: VOL. 538, PG. 847, OPRECT
- SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT: VOL. 538, PG. 881, OPRECT
- LONE STAR GAS COMPANY EASEMENT: VOL. 587, PG. 822, OPRECT
- SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT: VOL. 678, PG. 413, OPRECT
- SOUTHWESTERN BELL TELEPHONE COMPANY EASEMENT: VOL. 877, PG. 82, OPRECT
- TPAL EASEMENT & ROW: VOL. 883, PG. 275, OPRECT
- ROCKETT WATER SUPPLY CORPORATION EASEMENT: VOL. 708, PG. 890, OPRECT
- ROCKETT SPECIAL UTILITY DISTRICT EASEMENT & ROW: VOL. 1804, PG. 146, OPRECT
- CITY OF WAXAHACHE WATER & SANITARY SEWER EASEMENT: VOL. 2344, PG. 1882, OPRECT

THE FOLLOWING ITEMS SHOWN IN SCHEDULE B OF TITLE COMMITMENT PROVIDED BY ELLIS COUNTY TITLE COMPANY ISSUED ON FEBRUARY 23, 2023, BY STEWART TITLE GUARANTY COMPANY OF NO. 2302084, HAVE A DESCRIPTION THAT IS AMBIGUOUS IN NATURE, THEREFOR THE SURVEYOR IS UNABLE TO DETERMINE THE AFFECT, IF ANY, ON THE SUBJECT PROPERTY:

- TPAL EASEMENT & ROW: VOL. 308, PG. 218, OPRECT
- TPAL EASEMENT & ROW: VOL. 308, PG. 306, OPRECT
- TPAL EASEMENT & ROW: VOL. 375, PG. 89, OPRECT
- TPAL EASEMENT & ROW: VOL. 394, PG. 457, OPRECT
- TPAL EASEMENT & ROW: VOL. 521, PG. 906, OPRECT

LINE	BEARING	DISTANCE
L1	N 04°08'38" E	59.04'
L2	N 03°44'53" E	119.01'
L3	N 47°10'14" E	111.27'
L4	N 88°24'48" E	135.40'
L5	N 08°04'08" E	39.86'
L6	S 02°20'58" E	87.45'
L7	S 38°58'28" W	173.76'

- LEGEND:**
- AIR RELEASE VALVE
 - POWER POLE
 - PROPANE TANK (ABOVE GROUND)
 - SANITARY SEWER MANHOLE
 - TELEPHONE PEDESTAL
 - WATER MANHOLE
 - WATER METER
 - WATER VALVE
 - WELL
 - FENCE LINE (VARIOUS TYPES)
 - OVERHEAD POWER LINES
 - POINT FOR CORNER
 - 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "TXRCS" SET
 - CRP/ CAPPED IRON ROD FOUND
 - OPRECT/ OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS
 - (0000)/ INDICATE RECORD OR DEED CALLS
 - ROW/ RIGHT-OF-WAY

NOTES:

BEARING BASIS FOR THIS SURVEY IS TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, NAD 83, PER GPS OBSERVATIONS

THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY FOR EASEMENTS OR ENCUMBRANCES THAT MAY AFFECT THE SUBJECT PROPERTY THE SURVEYOR RELIED UPON THE TITLE COMMITMENT PROVIDED BY ELLIS COUNTY TITLE COMPANY ISSUED ON FEBRUARY 21, 2023, BY FIRST AMERICAN TITLE GUARANTY COMPANY OF NO. 2302036, FOR RESEARCH OF EASEMENTS

UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF VISIBLE APPURTENANCES

AS SHOWN HEREON, A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (OTHER AREAS) - DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AND A PORTION OF THE SUBJECT PROPERTY LIES WITHIN ZONE "X" (OTHER FLOOD AREAS) - DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD" AND A PORTION OF THE SUBJECT PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD - ZONE "AE" - DEFINED AS "BASED FLOOD ELEVATIONS DETERMINED" ACCORDING TO THE THE FLOOD INSURANCE RATE MAP NO. 48136C0190F, DATED JUNE 3, 2013, AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE FLOODPLAIN LINES SHOWN HEREON ARE A GRAPHICAL REPRESENTATION THEREOF AND HAVE BEEN SCALED FROM SAID MAP(S) AND THE SURVEYOR CANNOT CONFIRM THE ACCURACY OF SAID LINES.

PROJECT NO. 14039

LAND TITLE SURVEY
11.026 ACRES

SITUATED IN THE
A. PRUETT SURVEY
ABSTRACT NO. 848
ELLIS COUNTY, TEXAS

TEXAS REALTY CAPTURE & SURVEYING, L.L.C.
WAXAHACHE, TEXAS 75166
PH: 800.288.4888
FAX: 940.232.0330
TEPLA PERM NO. 1914380

TXRCS
THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS

Exhibit B



(97)



Memorandum

To: Honorable Mayor and City Council

From: Brad Barnes, Assistant Director of Parks & Recreation

Thru: Ricky Boyd, Interim City Manager *RB*

Date: November 17, 2025

Re: Consider Purchase of Replacement Wheel Loader for Convenience Station in the amount of \$225,137.16

Motion: "I move to award a contract with RDO Equipment Company for the purchase of a replacement wheel loader for the Waxahachie Citizens Convenience Station, and authorize the Interim City Manager to execute all necessary documents."

Item Description: Consider approving a quote and purchase of a 2026 John Deere 444P with a multipurpose bucket in the amount of \$225,137.16 for the Waxahachie Citizens Convenience Station. .

Item Summary: The Citizens Convenience Station currently has two (2) wheel loaders in inventory and operation. The older unit is a 2007 New Holland W110 with over 6,000 hours. Staff has solicited and received a quote from RDO Equipment Company for a 2026 John Deere 444P with a multipurpose bucket to replace this unit. The quote was obtained through the purchasing cooperative, Sourcewell (contract number 011723-JDC), in the amount of \$225,137.16.

Fiscal Impact: The purchase is within the approved FY25-26 budget. In the FY25-26 Budget, City Council approved \$230,000 in account 540-410-57300 Motor Vehicles for the purchase of a replacement wheel loader.

(led)



Memorandum

To: Honorable Mayor and City Council

From: Dustin Deel, Senior Director of Administrative Services

Thru: Ricky Boyd, Interim City Manager *RB*

Date: November 17, 2025

Re: Consider Resolution Adopting a Policy and Procedures for the Installation and Content of Building Plaques

Motion: "I move to approve a Resolution adopting a policy and procedures for the installation and content of building plaques in newly constructed or substantially rehabilitated City facilities."

Item Description: Consider approval of a Resolution adopting a policy and procedures for the installation and content of building plaques in newly constructed or substantially rehabilitated City facilities.

Item Summary: The proposed Resolution establishes a consistent policy for recognizing elected officials, City leadership, and project partners on plaques installed in new or renovated City facilities. The policy standardizes plaque content, design, and placement to ensure a uniform and professional appearance across all City projects.

Fiscal Impact: There is no cost associated with adopting this policy. The cost of plaque fabrication and installation will be included within each project's approved construction budget when feasible.

(led)

CITY OF WAXAHACHIE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS, ADOPTING A POLICY AND PROCEDURES FOR THE INSTALLATION AND CONTENT OF BUILDING PLAQUES IN NEWLY CONSTRUCTED OR SUBSTANTIALLY REHABILITATED CITY FACILITIES.

WHEREAS, the City Council has determined the need to establish consistent standards and procedures regarding the recognition of elected officials, City leadership, and project partners on building plaques in City-owned facilities; and

WHEREAS, the adoption of a uniform policy for building plaques will ensure clarity, fairness, and consistency in the recognition of City officials and project contributors;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

Section 1. Purpose.

The purpose of this resolution is to provide consistency in the recognition of elected officials, City leadership, and project partners on plaques placed in newly constructed or substantially rehabilitated City-owned facilities

Section 2. Scope.

This resolution applies to all City-owned buildings constructed or substantially rehabilitated after the effective date of this resolution that have a recognition plaque installed.

Section 3. Content.

Each plaque shall include the following information in the order shown:

1. Building/Facility name
2. Year of completion
3. Mayor and City Council Members serving at the time of project completion
4. City Manager
5. Project Team (may include, as applicable):
 - o Assistant/Deputy City Manager(s) or Project Manager
 - o Architect/Engineer of Record
 - o General Contractor/Construction Manager

Optional Recognition Clause:

When a former Mayor or Council Member played a significant role in initiating or supporting the

(led)

project but was not serving at the time of completion, the plaque shall include an additional line of acknowledgment. The City Manager shall consult with the City Secretary's Office to ensure such names are included.

Section 4. Design Standards.

Plaques shall meet the following minimum standards:

- Constructed of durable, permanent material such as cast bronze or brushed aluminum.
- Standard rectangular format for consistency across all facilities.
- Installed at or near the primary public entrance or another prominent location approved by the City Manager.
- Include the City Seal, and department seals if applicable.
- General layout and text hierarchy shall follow the format provided in Exhibit A.
- Additional design guidance may be found in Exhibit B.

Section 5. Roles and Approval Process.

The Project Manager, with support from the City Secretary's Office, shall prepare the draft inscription for each plaque. Draft plaques shall be submitted to the City Manager for final review and approval. Upon approval, the inscription shall be released for fabrication and installation.

Section 6. Cost.

The cost of plaque design, fabrication, and installation shall be included as part of the project construction budget when possible.

Section 7. Maintenance.

The Facilities Department shall be responsible for maintaining and, if necessary, replacing building plaques.

PASSED AND APPROVED by the City Council of the City of Waxahachie, Texas this the ____ day of _____, 2025.

Billie Wallace, Mayor

ATTEST:

Amber Villarreal, City Secretary

APPROVED AS TO FORM:

(led)

Terry Welch, City Attorney

Exhibit A — Standard Plaque Layout
Exhibit B — Design Guidelines

(led)

Exhibit A — Standard Plaque Layout

CITY SEAL

CITY OF WAXAHACHIE

[Building Name]

Completed [Year]

Mayor and City Council (at Completion)

Mayor [First Last]

Mayor Pro Tem [First Last]

Council Member [First Last]

Council Member [First Last]

Council Member [First Last]

Project Team

City Manager [First Last]

Deputy/Assistant City Manager [First Last]

Project Manager [First Last]

Architect/Engineer [Firm Name]

General Contractor [Firm Name]

Optional Recognition Line (if applicable)

“In recognition of Former Mayor and/or Council Member(s) [Name(s)] for their vision and leadership in initiating and supporting this project.”

(led)

Exhibit B — Design Guidelines

Building Plaque Design Standards

(Recommended for uniformity across all City facilities)

- 1. Dimensions**
Approximately 18 in. × 24 in. (allow larger for major facilities).
- 2. Materials**
Durable, permanent metals such as cast bronze or brushed aluminum.
- 3. Finish**
Raised lettering with a contrasting background for readability (e.g., dark background with light bronze letters).
- 4. Font & Typography**
Use serif (Times New Roman) or sans-serif (Aptos/Helvetica) fonts for clarity and uniformity.
- 5. Layout Hierarchy**
 - Building name and completion year in larger text.
 - Council members, City Manager, and project team in standard text size.
 - Titles and names in plain text (not italicized).
- 6. Seal**
City of Waxahachie seal displayed prominently at the top. Department seals may be added if applicable.
- 7. Mounting Location**
Plaque to be flush-mounted on a visible, accessible surface near the main public entrance or lobby.
- 8. Consistency**
Future plaques should follow this layout and format to maintain a recognizable City standard.

(6e)



Memorandum

To: Impact Fee Advisory Committee

From: Trenton Robertson, Senior Director of Planning

Thru: Ricky Boyd, Interim City Manager

Date: November 17, 2025

Re: FY 2025 Impact Fee Revenue and Expenditure Activity End-of-Year Report

RECOMMENDED MOTION

"I move to approve the 2025 Impact Fee Revenue and Expenditure Activity End-of-Year Report as recommended by the Impact Fee Capital Improvement Advisory Committee (IFCIAC)."

In May of 2025, city staff presented the Mid-Year FY 2025 Impact Fee Revenue and Expenditure Activity Report to the Impact Fee Capital Improvement Advisory Committee (IFCIAC) and City Council. The activity summary detailed impact fee revenue and expenditures from October 1, 2024 to March 31, 2025. The following report entails the Impact Fee revenue and expenditure activity summary for the 2025 fiscal year, which includes data from October 1, 2024 to September 30, 2025.

On November 10, 2025, city staff presented the FY 2025 Impact Fee Revenue and Expenditure Activity Report to the Impact Fee Capital Improvement Advisory Committee (IFCIAC). The IFCIAC moved to accept and recommend approval of the Impact Fee Revenue and Expenditure Activity End of Year Report for FY 2025.

In August of 2025, City Council approved the 2025 Impact Fee Program Update. Updates to the Impact Fee Program are required every five years per Chapter 395 of the Texas Local Government Code. As part of the 2025 Impact Fee Program Update, land use assumptions, water, sewer, and roadway impact fees, and the Roadway Impact Fee Service Area boundaries were updated. These updates became effective on 9/17/2025.

(let)

Impact fees are authorized under Chapter 395 of the Texas Local Government Code and empower municipalities to levy a charge or assessment against new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to new development.

Impact Fee Revenues and Expenditures

Below illustrates the revenues and expenditures for water, wastewater and roadway impact fees from October 1, 2024, to September 30, 2025, with a brief explanation of the associated spending from each project.

Water Impact Fees

Current Fiscal Year	(Through 09/30/2025)
Beginning Balance	\$6,985,719.37
Revenues	\$3,185,378.00
Expenses	\$387,040.67
Ending Balance	\$9,823,924.40

Water Impact Fee Expenditure Summary FY 2025

Below is a summary of the active projects which have been funded or partially funded through the use of water impact fees. The figures below are a total water impact fee allocated for each project and the status of the project, not the FY25 impact fee expenses.

Distribution Line: Lofland/Ovilla Road Phase 2 (Construction Phase)

This project is currently in the construction phase. The project scope includes the installation of a water transmission line along Ovilla Road between Marshall Road and US 287 Bypass. The project includes the installation of approximately 5,000 linear feet 24-inch diameter pipe. In FY 2023, \$672,575.00 was transferred from Water Impact Fees into this project. The Notice to Proceed has been issued, and the Contractor is preparing to mobilize.

Water Main Extension US77 to Old Italy RD (Construction Phase)

This project is currently in the construction phase. The project will extend approximately 2,100 linear feet of 24-inch water line and 3,000 linear feet of 12-inch water line from US 77 to Old Italy Road. This water line extension will serve the Waxahachie ISD's new high school and account for development near the construction of TxDOT's Spur 394. This year, \$2,800,000.00 was transferred from Water Impact Fees into this project. The Notice to Proceed has been issued, and the Contractor is preparing to mobilize.

(ue)

I-35 Water Main Lofland to Butcher (Construction Phase)

This project is currently in the construction phase. The project scope includes the installation of a water transmission along the east right of way of I-35. The project includes the installation of approximately 4,230 linear feet of 18-inch water line connecting the existing 18-inch water lines at Butcher Road and Lofland Road's south side near the Owens Corning facility. In FY 2022, \$132,250.00 was transferred from Water Impact Fees into this project. The project construction is approximately 80% complete.

Howard Road Water Treatment Plant Master Plan Update - (Professional Services)

Project scope is to update the Howard Water Treatment Facility Master Plan due to growth within the City planning area. In FY 2025, \$24,500.00 was transferred from Water Impact Fees into this project. The Consultant Engineer is currently working on condition assessment of the Howard Water Treatment Plant assets.

Waxahachie Impact Fee Program Update - (Professional Services)

The City of Waxahachie last approved the Impact Fee Program in December 2020. The project scope is to update the impact fee program as required by the state in 5-year intervals. The review process includes updating land use assumptions, revising the capital improvements plan, and recalculating the maximum allowable impact fees. In FY 2025, \$62,313.00 was transferred from Water Impact Fees into this project. The final report was approved by City Council on September 17, 2025.

Howard Road WTP High Service Pump No.5 (Construction Phase)

The project scope included, but was not limited to, the addition of Pump No. 5 at the High Service Pump Station. Work also included the necessary electrical, instrumentation, and programming for a complete installation to enhance the treated water pumping capacity for the Howard Road Water Treatment Plant's distribution system. In FY 2022, \$718,263.00 was transferred from Water Impact Fees into this project fund. The project is now complete.

Water Distribution System Master Plan Update 2024 - (Professional Services)

The project scope included a revision to the Water Distribution System Master Plan. The revision encompassed updating land use assumptions, water demand projections, hydraulic water models, and recommending Capital Improvements Plan adjustments. In FY 2022, \$305,500.00 was transferred from Water Impact Fees into this project. The Consultant Engineer has finalized and submitted the master plan to the City. The project is now complete.

(lee)

Debt Service

The City issues debt for financing long-term infrastructure capital improvements. Infrastructure includes those basic physical structures the government provides to support basic services, including improvements and new components to the City’s utility system. Utility-related bond projects are largely financed by a portion of the monthly water fees paid by the City’s utility customers. Additionally, water impact fees may be used to support and partially offset the required annual debt service for these bond funds. In FY 2025, water impact fees contributed \$98,250.00 toward the City’s water debt service.

Anticipated FY 2026 Water Impact Fee Expenditures

Cardinal Road Water Transmission Line (Professional Services)

This project involves the anticipated construction of approximately 2,400 linear feet of 24-inch water line extending from BNSF Railroad along Cardinal Road to US 77, as well as 4,000 linear feet of 16-inch water main along Cardinal Road connecting to the existing 16-inch water line at the intersection of Vista Way and Grove Creek Road. Project funding will be provided through a \$500,000.00 contribution from the Water Impact Fee Fund.

Saddle Brook Estates Phase III 16” Oversize Water Line Participation (Construction Phase)

This project is an anticipated City's oversize participation share in the construction of 1,160 linear feet of 16-inch diameter water line within the Saddlebrook Estates development. Funding for the project will include a contribution from the Water Impact Fee fund, with the specific obligation to be determined based on the developer's finalized plans.

Wastewater Impact Fees

Current Fiscal Year	(Through 09/30/2025)
Beginning Balance	\$4,981,891.50
Revenues	\$3,179,817.00
Expenses	\$260,149.48
Ending Balance	\$7,901,559.02

Wastewater Impact Fee Expenditure Summary FY 2025

Below is a summary of the projects which have been funded or partially funded through the use of wastewater impact fees during the FY 2025 budget year. The figures below are a total wastewater impact fee allocated for each project and the status of the project, not the FY25 impact fee expenses.

(let)

Waxahachie Impact Fee Program Update - (Professional Services)

The City of Waxahachie last approved the Impact Fee Program in December 2020. The project scope is to update the impact fee program as required by the state in 5-year intervals. The review process includes updating land use assumptions, revising the capital improvements plan, and recalculating the maximum allowable impact fees. In FY 2025, \$62,313.00 was transferred from Wastewater Impact Fees into this project. The final report was approved by City Council on September 17, 2025.

Wastewater Collection System Master Plan Update – FY23 (Professional Services)

The project scope included a revision to land use assumptions, wastewater demand, flow projections, hydraulic models, and the Capital Improvements Plan. In FY 2022, \$344,500.00 was transferred from Wastewater Impact Fees into this project. The Consultant Engineer has finalized and submitted the master plan to the City. The Consultant Engineer has finalized and submitted the master plan to the City. The project is now complete.

Wastewater Treatment Plant Master Plan Update (Professional Services)

The project scope was to update the Wastewater Treatment Facilities Master Plan due to growth within the City planning area. The project consisted of a Phase 1 to evaluate the existing plant site and two (2) additional sites to determine maximum amount of treatment capacity. Phase 2 of the project will provide planning level details of the treatment facilities needed to treat the flow identified in the Wastewater Treatment Master Plan and the location of the facilities. In FY 2022, \$276,000.00 was transferred from Wastewater Impact Fees into this project. The Consultant Engineer has finalized and submitted the master plan to the City. The project is now complete.

Debt Service

The City issues debt for financing long-term infrastructure capital improvements. Infrastructure includes those basic physical structures provided by the government to support basic services, including improvements and new components to the City’s utility system. Utility-related bond projects are largely financed by a portion of the monthly sewer fees paid by the City’s utility customers. Additionally, wastewater impact fees may be used to support and partially offset the required annual debt service for these bond funds. In FY 2025, wastewater impact fees contributed \$1,221,358.00 toward the City’s wastewater debt service.

Anticipated FY 2026 Wastewater Impact Fee Expenditures

Wastewater Treatment Plant Expansion – Preliminary Design (Professional Services)

This project involves preliminary design efforts to evaluate treatment processes, layout configurations, expansion phasing, and permitting requirements in coordination with TCEQ. Funding will be provided through a \$1,000,000.00 contribution from the Wastewater Impact Fee Fund.

(let)

High School Gravity Sewer from High School Property to Railroad (Professional Services)

This project includes preliminary design efforts for the installation of approximately 2,200 linear feet of 18-inch gravity sewer line, extending from WISD High School to the Railroad right-of-way. Funding will be provided through a \$1,000,000.00 contribution from the Wastewater Impact Fee Fund.

Roadway Impact Fees

Below is a table illustrating the revenues and expenditures for roadway impact fees from October 1, 2024, to September 30, 2025:

Service Area	FY 2025 Start (10/01/2024)	Revenues	Interest Allocation	Expense	FY 2025 End (09/30/2025)
Service Area 1	\$562,754.26	----	\$17,151.73	\$163,599.02	\$416,306.97
Service Area 2	\$6,127,535.13	\$1,497,843.66	\$317,222.01	\$242,985.28	\$7,699,615.52
Service Area 3	\$1,216,272.09	\$366,818.22	\$67,529.07	\$11,553.28	\$1,639,066.10
Service Area 4	\$1,968,624.43	\$87,541.53	\$87,857.16	\$11,553.29	\$2,132,469.83
Service Area 5	\$3,146,496.00	\$71,281.98	\$1237,771.72	\$11,553.29	\$3,343,996.41
Service Area 6	\$3,016,193.60	\$302,780.92	\$111,796.98	\$717,234.19	\$2,713,537.31
Service Area 7	\$1,799,574.53	\$1,020,852.14	\$120,697.5	\$11,553.29	\$2,929,570.88
Interest	----	\$860,026.17	----	----	----
Total	\$17,837,450.04	\$4,207,144.62	\$860,026.17	\$1,170,031.64	\$20,874,563.02

Roadway Impact Fee Expenditure Summary FY 2025

Below is a summary of the projects which have been funded or partially funded through the use of Roadway impact fees during the FY 2025 budget year. The figures below are a total roadway impact fee allocated for each project and the status of the project, not the FY25 impact fee expenses.

Note that impact fee service area boundaries were revised on September 17, 2025 with the approval of the Impact Fee Update study. Updates for this annual report will utilize the boundaries that were used throughout most of the year. Fiscal Year 2026 updates will utilize the new boundaries. Maps showing the revised boundaries are provided below.

Left turn lane of Northgate onto Highway 77 - Service Area 4

This project has been completed and is being closed out. No additional money has been allocated to the project in FY25 for this project. The total construction contract amount is \$477,206.70.

(lee)

Broadhead Road Reconstruction - Service Area 5

This project was terminated by the City Council. The \$412,500 in project funds has been returned to Roadway Impact Fees Service Area 5.

New High School Road between Spur 394 and US 77 - Service Area 6

This project has completed 99% design plans and is awaiting final comments on the plans from TxDOT. The last segment of right-of-way is being acquired. Design and right-of-way acquisition will be completed soon and the project should go out to bid in January 2026. The project includes a four-lane concrete roadway from the new Spur 394 to the northwest for approximately 5,600 feet and then turns toward the west and runs an additional 850 feet to US 77. It includes left turn lanes near the new high school and new intersections at the connection with Old Italy Road and Matthews Street. The design budget is \$964,000.

Waxahachie Impact Fee Program Update - (Professional Services)

The City of Waxahachie last approved its Impact Fee Program in December 2020. This project aims to update the impact fee program as mandated by state law, which requires updates every five years. The review process includes updating land use assumptions, revising the capital improvements plan, and recalculating the maximum allowable impact fees.

In FY 2025, \$11,553.29 was transferred from each Roadway Impact Fees Service Area (1-7) to this project, resulting in a total of \$80,873.03. The final report was approved by City Council on September 17, 2025.

Anticipated FY 2026 Roadway Impact Fee Expenditures

Future projects for Roadways that may utilize impact fee money include:

Ovilla Road Widening (FM 664) - Service Area 1

The Texas Department of Transportation (TxDOT) requires the City to reimburse the State for the ROW acquisition needed to widen FM 664. The city entered into an agreement with TxDOT to pay the initial cost of \$136,207 in 2022, and a yearly payment of \$152,045.74 from 2023 to 2026. Up to date, the city has paid \$288,252.48 (initial payment and 2023) out of General Fund and a payment of \$152,045.74 (paid Oct. 2024) was made from Impact Fee Service Area 1 to TxDOT. Future yearly payments (Oct. 2025 and Oct. 2026) will likewise be paid from roadway impact fees.

(cc)

Cardinal Road (power corridor to Vista Way) – Service Area 2

This project has not yet begun and is dependent upon development, but design is anticipated to start in the coming months. Development proposed at the intersection of US 77 and Grove Creek Road will construct a portion of Cardinal Road from US 77 eastward to a power corridor. This project would allocate an estimated \$375,000 for design of a four-lane concrete roadway extension from the power corridor near US 77 to Vista Way.

Farley Street - Service Area 4

City Council has recently approved an agreement with a consultant to begin design of the roadway reconstruction between US 287 and the drive entrance to Brown-Singleton Park. The roadway will be widened to a four-lane concrete roadway with sidewalk, lighting, curb and gutter. Utilities will also be upgraded but funded separately.

Engineering Design for New High School Road between Spur 394 and US 77 - Service Area 6

This project is currently 99% designed, will complete its final design in FY26, and be bid for construction in Jan 2026. The project estimates for construction are \$9,500,000 and includes a four-lane concrete roadway from the new Spur 394 to the northwest for approximately 5,600 feet and then turns toward the west and runs an additional 850 feet to US 77. It includes left turn lanes near the new high school and new intersections at the connection with Old Italy Road and Matthews Street.

Future Roadway Impact Fee Projects

Cardinal Road (power corridor to Vista Way) – Service Area 2

Construction of this project is in conjunction with private development and is anticipated to begin in either late FY26 or FY27. Development proposed at the intersection of US 77 and Grove Creek Road will construct a portion of Cardinal Road as a four-lane divided roadway from US 77 eastward to a power corridor. Cardinal Road is on the impact fee capital improvement plan and would allocate an estimated \$3,750,000 for the construction of the roadway extension from the power corridor to Vista Way.

Cardinal Road (IH 35E to US 77) – Service Area 2

This project includes the design and construction of a four-lane concrete arterial roadway with full street improvements between the Lofland Road bridge and US 77. Improvements to Cardinal Road along this segment are on the impact fee capital improvement plan. Design, permitting, and right-of-way acquisition is anticipated to take two years, which includes the process for permitting with Burlington Northern Santa Fe (BNSF) railroad, Oncor power, TxDOT, and necessary right-of-way acquisition. The design budget for this project is \$500,000.

(6e)

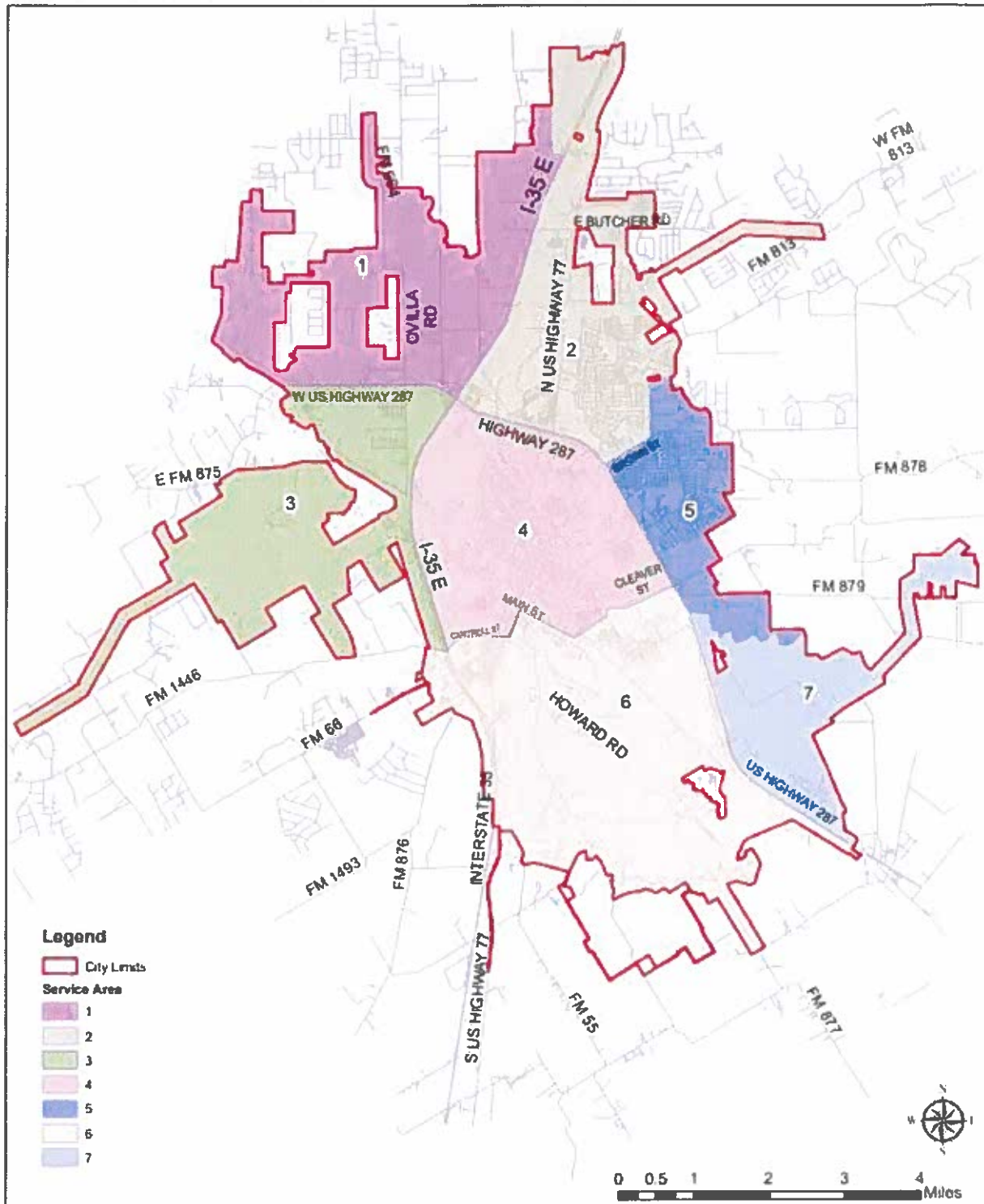
Next Steps

Staff will continue to provide periodic updates to the Impact Fee Advisory Committee and City Council regarding the use of impact fees and the progress on the overall Capital Improvement Plan. Staff intends to provide its next Impact report to the Advisory Committee in the Spring of 2026, covering revenues and expenses for the period from October 1, 2025 through March 31, 2026.

As mentioned earlier, the Impact Fee Study consolidated the number of service areas from seven to five. Future reports will use the five service areas identified in the report.

(6e)

**Roadway Impact Fee Service Area Map
(October 1, 2024 through September 17, 2025)**



(see)

Roadway Impact Fee Service Area Map

(September 17, 2025 through September 30, 2025)





Memorandum

To: Honorable Mayor and City Council
From: Justin Stoker, Director of Public Works & Engineering
Thru: Ricky Boyd, Interim City Manager *JB*
Date: November 17, 2023
Re: Consider Interlocal Agreement between Ellis County and City of Waxahachie

Motion: "I move to approve the Interlocal Agreement between Ellis County and City of Waxahachie and authorize the Interim City Manager to execute all necessary documents."

Item Description: Consider approval of an Interlocal Agreement between the City of Waxahachie and Ellis County for procurement and services.

Item Summary: The interlocal agreement will allow the City of Waxahachie and Ellis County to share in the procurement for services, labor, equipment and materials.

This agreement also allows the county and city to perform work for each other at an agreed rate for labor, equipment and materials prior to performing the work in an as needed basis.

Fiscal Impact: Approval from City Council will be required when services, labor, equipment and materials are in excess of \$100,000.

(lef)

**INTERLOCAL AGREEMENT
BETWEEN COUNTY OF ELLIS, TEXAS
AND CITY OF WAXAHACHIE, TEXAS**

This Agreement entered into between the County of Ellis, a political body of the State of Texas, hereinafter referred to as (the "County"), and the City of WAXAHACHIE, a _____ of the State of Texas, hereinafter referred to as a (the "City").

WITNESSETH:

WHEREAS, the County and City desire to increase their efficiency and effectiveness by entering into this contract; and

WHEREAS, such contract is authorized under Chapter 791 of the Government Code of the State of Texas, said law cited as the Interlocal Cooperation Act of the State of Texas; and

WHEREAS, the function of service contracted for and to be provided by this Agreement is within the definition of "Governmental Function and Services" as defined by Section 791.003 of the Government Code; and

WHEREAS, the function of service contracted to be provided is a function or service that each party to the contract is authorized to perform individually.

NOW THEREFORE, for the mutual covenants and considerations expressed herein, the County and the City hereby agree as follows:

1. The County agrees to provide labor, equipment and materials necessary to complete road maintenance, enhancements, repairs and other projects that may be requested by City and accepted by County pursuant to this Agreement. Function or services provided shall include maintenance, repair and construction of streets, roads, alleys, bridges, and parking areas, as well as the maintenance and construction of waterways and ditches. The County shall further be authorized to sell City goods and services.
2. The City shall be the party receiving the function, goods, or service and providing payment for such function, goods and/or services.
3. The City, as paying party acknowledges and certifies, as required by the Interlocal Cooperation Act, that all payments shall be made from the current revenues available to City.
4. The term of this Agreement shall be for a fixed period commencing on the date of execution by the last governing body's authorized agent and ending on December 31st, 2026 ("Effective Period").

(uf)

5. Both parties acknowledge and understand, in reference to any project undertaken under this Agreement involving the maintenance, repair, and construction of streets, roads, alleys, bridges and parking areas, as well as the maintenance and construction of waterways and ditches, the following:
 - a) that prior to beginning said project, a "Work Order" in the form similar to Exhibit A attached hereto shall be adopted describing the project to be undertaken and identifying the project's location; and
 - b) that the payment and penalty provisions set out in Section 791.014 of the Government Code Interlocal Cooperation Act shall apply to this Agreement.

6. City agrees to pay within (30) days of billing for the goods, governmental function, and/or services provided in an amount that fairly compensates for service or functions performed by under this Agreement, or as outlined by the Texas Prompt Payment Act.

7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties, and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.

8. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

EXECUTED in duplicate this the ____ day of _____, 20__.

ELLIS COUNTY, TEXAS

By: _____
John Wray, County Judge

ATTEST:

By: _____
Krystal C. Valdez, County Clerk

CITY OF WAXAHACHIE, TX.

By: _____
Ricky Boyd, Interim City Manager

Attest:

Amber Villarreal, City Secretary

EXHIBIT A

WORK ORDER UNDER INTERLOCAL AGREEMENT

Service Provider: Ellis County, Texas

Department to Provide Service: _____

Basis of Authority to Provide Service: *Interlocal Agreement dated:* _____

per Commissioners Count Minute Order _____

Local Government Requesting Service: _____

Description of Project to be Undertaken: _____

Location of Project to be Undertaken: _____

Requested by: _____

Kyle Butler

Department: *Ellis County Commissioner, Pct. 4*

APPROVED in Open Commissioners Court per Minute Order No. _____ on the
_____ day of _____, 20_____.

John Wray

County Judge, Ellis County, Texas

ACCEPTED AND AGREED TO this ____ day of _____, 20_____.

Signature: _____

Title: _____

On Behalf of: _____



(7)

Memorandum

To: Honorable Mayor and City Council
From: Trenton Robertson, Senior Director of Planning
Thru: Ricky Boyd, Interim City Manager
Date: November 17, 2025
Re: Consider Annexation Agreements for UPH & Walton Tracts

Recommended Motions:

If considering approval: "I move to approve Annexation Agreements with Presbyterian Children's Homes and Services and Walton Texas LP for the annexation of approximately 206.72 acres, subject to the conditions below:

- Section 5 of the Annexation Agreements shall be revised to remove the term "Permanent" Zoning.
- The Annexation Agreements shall be revised to identify Minto Communities as a signatory."

If considering denial: "I move to deny Annexation Agreements with Presbyterian Children's Homes and Services and Walton Texas LP for the annexation of approximately 206.72 acres."

Item Description: Consider approving annexation agreements with Presbyterian Children's Homes and Services and Walton Texas LP for approximately 206.72 acres near Brookside Road.

Item Summary: Representatives Minto Communities have submitted requests for Annexation Agreements with the City for portions of Presbyterian Children's Homes and Services and Walton Texas LP properties that fall within the Kemp Tract PD proposal (ZDC-232-2025). The City Attorney has requested the revisions identified in the motion for approval above.

Fiscal Impact: The Annexation is contingent upon the approval of the Kemp Tract MMD & Development Agreement. If approved, the City will be impacted by the obligations of the Kemp Tract MMD & Development Agreement along with the obligation to provide municipal services to the annexed area.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie" or "City"), and PRESBYTERIAN CHILDREN'S HOMES AND SERVICES, a Texas non-profit corporation (including its permitted successors and assigns, "Owner"). Waxahachie and Owner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Owner owns approximately 204.94± acres, situated in the Elijah Bellow Survey, Abstract Number 10, Ellis County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), which the parties agree is located wholly within Waxahachie's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Owner and Minto Communities Texas, LLC, a Florida limited liability company ("Developer") are parties to a purchase agreement providing for the sale of the Property to Developer (as modified or amended from time to time, the "Purchase Agreement"); and

WHEREAS, a condition to the effective date for an annexation ordinance annexing the Property into the City is the conveyance of the Property from Owner to Developer ("Closing"); and

WHEREAS, this Agreement will be assigned by Owner to Developer at Closing; and

WHEREAS, Developer proposes to develop or have the Property developed with a mixed-use development as further detailed herein; and

WHEREAS, Owner has asked Waxahachie to consider a voluntary annexation of all of the Property into the corporate limits of Waxahachie subject to Closing and pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code ("Subchapter C-3") and the terms of this Agreement, on the condition that Waxahachie agrees Owner is entitled to develop and use the Property as described herein before and after annexation and Owner is also entitled to continue to use the Property before and after annexation for the purposes it is currently being used by Owner as of the date hereof (collectively, the "Current Use"); and

WHEREAS, Owner acknowledges and agrees that in submitting a voluntary request for annexation of the Property, Owner has fully investigated and is aware of the rights, duties and obligations that will apply to Owner and its permitted successors and assigns, as applicable, as owner of the Property, in the event that the Waxahachie City Council adopts an ordinance annexing

the Property into the corporate limits of Waxahachie (the "Annexation Ordinance") pursuant to this Agreement; and

WHEREAS, as further described and subject to the terms of this Agreement, after the Effective Date (hereinafter defined), Owner consents to Waxahachie's full purpose annexation of the Property subject to Closing and in accordance with the terms of this Agreement and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties acknowledge and agree that this Agreement was approved by the City Council and fully executed by the parties while the Property was located in Waxahachie's ETJ; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code ("Section 212.172"), Waxahachie is authorized to make a written contract with an owner of land that is located in the ETJ for the purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172, for the purposes set forth in that section and pursuant to Subchapter C-3; and

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

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property.
3. Use and Development of Property.
 - (a) Pursuant to Section 212.172, except as otherwise provided in this Agreement, the use and development of the Property from and after the Effective Date shall conform to all Waxahachie ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, or as modified and set forth herein relating to or affecting the development and use of the Property ("Waxahachie Regulations"), notwithstanding the Property's location in Waxahachie's ETJ, if applicable. Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Waxahachie Regulations except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.
 - (b) Owner agrees that during the Term (defined herein) of this Agreement, Waxahachie's Zoning Ordinance, Ordinance No. 3020 as it exists on the Effective Date of this Agreement (hereinafter defined) ("Zoning Ordinance"), shall apply to the Property,

subject to and as amended by the terms of this Agreement (including the proposed concept plan shown on Exhibit B and the proposed development standards shown on Exhibit C herein) (collectively, the “Development Regulations”). Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Development Regulations except as otherwise applicable to a property in Waxahachie’s ETJ not subject to an agreement under Section 212.172.

- (c) In the event of a conflict between the terms of this Agreement (including Exhibit B and Exhibit C) and any provision of the Waxahachie Regulations or Zoning Ordinance, the terms of this Agreement (including Exhibit B and Exhibit C) shall control.
- (d) Owner acknowledges and agrees that except as otherwise provided herein, Waxahachie is authorized to enforce all of Waxahachie’s Regulations and planning and zoning authority that exist as of the Effective Date and do not interfere with the Development Regulations or the use of the Property in accordance with the Development Regulations, in the same manner the regulations are enforced within Waxahachie’s corporate limits pursuant to Section 212.172(b)(3) of the Texas Local Government Code. Provided, however, in the event the Purchase Agreement is terminated, Waxahachie is not authorized to enforce any of the Waxahachie’s Regulations and planning and zoning authority except as otherwise applicable to a property in Waxahachie’s ETJ not subject to an agreement under Section 212.172.
- (e) Owner agrees to obtain permits and inspections from Waxahachie, and except as otherwise provided herein, pay all related fees and costs to Waxahachie. Provided, however, in the event the Purchase Agreement is terminated, Owner shall not be obligated to obtain permits and inspections from Waxahachie except as otherwise applicable to a property in Waxahachie’s ETJ not subject to an agreement under Section 212.172.
- (f) Notwithstanding anything in this Agreement to the contrary: (i) on and after the Effective Date, Owner shall have the right to use the Property for the Current Use; and (ii) nothing contained herein shall restrict, prevent, impair or otherwise affect Owner’s right to use the Property, before or after annexation, for the Current Use.

4. Annexation Application.

- (a) The parties acknowledge and agree that this Agreement constitutes a conditional petition for the voluntary annexation of the Property pursuant to Subchapter C-3 and subject to Closing and the conditions set forth herein. In the event the Purchase Agreement is terminated, Owner may elect, in its sole discretion, to have this Agreement withdrawn by written notice to Waxahachie electing to terminate this Agreement, in which case such petition and this Agreement shall be of no force or effect.
- (b) Within fourteen (14) business days after Closing, Developer shall execute and deliver to Waxahachie the Annexation Service Plan Agreement in substantially the same form as the agreement attached hereto as Exhibit F (“ASPA”). Notwithstanding anything to

the contrary, if Closing does not occur by April 6, 2026, then Owner may elect, in its sole discretion, to terminate this Agreement immediately upon written notice to Waxahachie, in which case this Agreement shall be of no force or effect.

- (c) Waxahachie agrees to initiate annexation of the Property within (30) days of the submission of the fully executed version of the ASPA after Closing. Provided, if the Waxahachie City Council fails to properly initiate annexation of the Property within 30 days of submission by Developer of the ASPA after Closing, Waxahachie agrees Developer may, in its sole discretion, elect to terminate this Agreement immediately upon written notice to Waxahachie, in which case this Agreement shall be of no force or effect.
- (d) In the event Owner terminates this Agreement pursuant to Sections 4 (a), (b) or (c), then (i) this Agreement shall be null and void and of no further force or effect; (ii) Waxahachie and Owner will execute a release in recordable form acknowledging the release of all obligations under this Agreement; and (iii) Owner will be under no obligation to continue the voluntary annexation process.
- (e) If Owner does not elect to terminate this Agreement pursuant to Sections 4(a), (b) or (c) within thirty (30) days after the occurrence of the applicable termination event, this Agreement shall continue in full force and effect and the parties will work in good faith to amend the deadlines for execution of the ASPA and annexation of the Property, if needed.

5. Permanent Zoning after Annexation.

- (a) An application to permanently zone the Property has been submitted on behalf of the Owner and has been considered by the City's Planning and Zoning Commission and City Council ("Zoning Application"). An ordinance approving permanent zoning on the Property will not be effective until after the effective date of Annexation Ordinance.
- (b) The parties agree that the Zoning Application requests approval of a Planned Development (PD) District consistent with and based on the site plan attached hereto as Exhibit B and the proposed development standards described in Exhibit C, respectively (as to be evidenced by a final ordinance duly approved by the Waxahachie City Council, "Zoning Approval").
- (c) Regardless of how the Waxahachie City Council zones the Property, and notwithstanding anything to the contrary in the Zoning Ordinance, the Property shall be governed by and may be used and developed in accordance with the Development Regulations and all other terms of this Agreement at all times during the Term of this Agreement.
- (d) All applicable Waxahachie ordinance requirements that reference the Zoning Ordinance or compliance with zoning regulations or Waxahachie's comprehensive plan shall be interpreted to mean compliance with the Development Regulations.

- (e) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.
- (f) This Agreement does not, however, in any way guarantee that the Waxahachie City Council, after exercising its legislative discretion, will grant the particular zoning requested in the Zoning Application or otherwise and that Waxahachie and its City Council members, Planning and Zoning Commission members, officers, employees and agents shall have no liability under this Agreement or otherwise should the Planning and Zoning Commission and/or the City Council deny the particular zoning requested in the Zoning Application or otherwise.

6. Other Development Matters.

(a) Design Requirements Effective after Closing:

- (i) Owner desires to voluntarily consent to complying with the standards for building products and materials and aesthetic methods, as referenced in Exhibit D, attached hereto and incorporated herein for all purposes and as amended by mutual agreement of the Owner and Waxahachie (collectively, "Design Requirements"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Owner desires or intends or not.
- (ii) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Owner shall not use or install, or permit the use or installation of, any building product or material that does not comply with Design Requirements, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code as it exists on the date of this Agreement ("Chapter 3000"). Owner's obligation under this section as to any lot or tract of land terminates upon conveyance of said lot or tract of land.

7. Term. This Agreement is an agreement authorized by Section 212.172. Unless earlier terminated in accordance with the terms herein, the term of this Agreement shall be forty-five (45) years from the Effective Date ("Term"). The Term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Waxahachie.

8. Termination.

- (a) This Agreement may be terminated and shall be null and void and of no further force or effect, as follows:
 - i. By either party following an event of default that is not cured within thirty (30) days in accordance with Section 9;

- ii. By mutual written consent of the City and Owner;
- iii. By either party in the event the Purchase Agreement is terminated; or
- iv. By either party if Owner has not terminated by April 6, 2025.

- (b) In the event of termination as provided for in Section 4 or this Section 8, Waxahachie and Owner will execute a release in recordable form acknowledging release of all obligations, such release not to be unreasonably withheld, conditioned, or delayed.
9. Default. If either party defaults in complying with the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days after the non-defaulting party sends written notice of such default to the defaulting party, then the non-defaulting party may seek any remedy permitted under law including, but not limited to specific performance of this Agreement; provided, notwithstanding anything herein to the contrary, prior to Closing, the non-defaulting party's sole and exclusive remedy for a default hereunder is to terminate this Agreement by providing written notice thereof to the defaulting party.
10. Covenant Running with the Land. Subject to the limitations set forth herein and under Section 212.172(f) of the Texas Local Government Code, this Agreement shall be a covenant running with the land and the Property and shall be binding upon the parties hereto and each subsequent owner of the Property. The parties shall cause this Agreement to be filed in the Real Property Records of Ellis County, Texas. Owner represents and warrants as of the Effective Date that there are no recorded liens, attachments or other encumbrances that prohibit Owner from entering this Agreement. If such a condition does exist as of the Effective Date, however, Owner shall obtain a signature with acknowledgment from the holder of such recorded lien, attachment or encumbrance consenting to the recording of this Agreement. Notwithstanding the foregoing, and pursuant to Section 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for Sections 5 and 6, which shall be applicable to owners of lots under an approved final plat.
12. Limitations of Agreement. Waxahachie ordinances covering property taxes, land use, zoning, utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement, except as expressly set forth herein. Additionally, development agreements among Waxahachie, Owner, and developers of the property covering utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Waxahachie under any ordinance, whether now existing or in the future arising, except as expressly set forth herein.
13. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing delivery to the addressee thereof; or by delivering the same in person to such party via hand-delivery service, or any

courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Waxahachie, addressed to it at:

City of Waxahachie
Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165
Email: _____

With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

If to Owner, addressed to it at:

Presbyterian Children’s Homes and Services
5920 W. William Cannon Drive
Bldg. 3, Suite 100
Austin, Texas 78749
Attn: David Thompson
Email: david.thompson@pchas.org

With a copy to:

Higier Allen & Lautin, P.C.
2711 N. Haskell Ave., Suite 2400
Dallas, Texas 75204
Attn: Stefan Zane

- 14. Vested Rights/Chapter 245 Waiver. Pursuant to Section 212.172 this agreement constitutes a “permit” as defined in Chapter 245 of the Texas Local Government Code.
- 15. Attorney’s Fees. If any party files any action or brings any proceeding against another party arising from this Agreement, then the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.

16. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
18. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.
19. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
20. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
21. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). The parties agree that the performance of the parties under this Agreement is authorized by Section 212.172.
22. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
23. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
24. No Third-Party Beneficiaries. Developer is an intended third-party beneficiary of this Agreement. Notwithstanding anything to the contrary in this Agreement, so long as (and

only if) the Purchase Agreement has not terminated, this Agreement may not be terminated or amended without the prior written consent of Developer (except that Owner may terminate this Agreement, in Owner's sole discretion, without any consent of Developer, in the event that the City has not cured a default by the City hereunder after the expiration of any applicable notice and/or cure period). Except as expressly provided in this Section 24 with respect to Developer, 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.

25. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, without the consent of Waxahachie, but upon written notice to Waxahachie to a person or entity that (i) is providing financing for acquisition of the Property; (ii) is or will become an owner of all or a portion of the Property; including but not limited to contemplated assignments to Developer; (iii) is an affiliate of Owner; or (iv) with respect to assignment of the maintenance obligations in Section 6(a) herein, is a homeowners association or property owners association for all or a portion of the Property. Notwithstanding anything herein to the contrary, effective immediately upon any assignment in accordance with the preceding sentence, Owner shall not have any duties, obligations or liabilities hereunder (including any duties, obligations or liabilities accruing or arising on, prior to or after such assignment except obligations and liabilities resulting from Owner's affirmative acts prior to Closing that (i) were not taken by Owner at the request, or with the approval, of Developer or its any of its assignees or (ii) are not expressly contemplated by this Agreement to be taken by Owner) and the assignee under such assignment shall be liable on and after the date of such assignment for any and all duties, obligations and liabilities hereunder of Owner (including any duties, obligations and liabilities accruing or arising on, prior to or after such assignment except obligations and liabilities resulting from Owner's affirmative acts prior to Closing that (i) were not taken by Owner at the request, or with the approval, of Developer or any of its assignees or (ii) are not expressly contemplated by this Agreement to be taken by Owner) (the provisions of this sentence are collectively referred to herein as the "Limitation on Liability After Assignment Provisions"). Except as provided herein, this Agreement shall not be assignable without the prior consent of Waxahachie, which shall not be unreasonably withheld or delayed. Any assignment of this Agreement is subject to the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

- (i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), in a form substantially similar to the form attached hereto as Exhibit E and incorporated herein by reference;
- (ii) Owner will file any executed Assignment in the Real Property Records of Ellis County, Texas; and

- (iv) Owner shall promptly provide Waxahachie with a file-marked copy of the Assignment after filing the same, and until Waxahachie receives said file-marked copy of the Assignment as provided herein, Waxahachie shall not be obligated to recognize said Assignment.
 - (b) This Agreement shall be binding upon and inure to the benefit of Waxahachie and Owner and their respective successors-in-interest.
 - (c) Except for the Limitation on Liability after Assignment Provisions, the provisions of this Section 25 shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Section 25 and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern except that it shall not control or govern over the Limitation on Liability After Assignment Provisions.
 - (d) A permitted assignee shall be considered a "party" and "Owner" for purposes of the rights, title, interest and obligations assigned to such assignee.
27. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.
28. Immunity. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Agreement is subject to Section 212.172 of the Texas Local Government Code, which provides for a limited waiver of immunity from suit for the purpose of adjudicating a claim for breach of contract, and limits the remedies and damages available as set forth therein. Except as expressly provided in Section 212.172, it is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
29. Reference to Waxahachie. When referring to "Waxahachie" herein, this Agreement shall refer to and be binding upon Waxahachie and Waxahachie's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Waxahachie is legally responsible.
30. Reference to Owner. When referring to "Owner" herein, this Agreement shall refer to and be binding upon Owner and its successors and assignees.
31. Force Majeure. Each party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force

majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the party claiming the right to temporarily suspend its performance, shall give Notice to all the parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the party whose performance is suspended and that could not have been avoided by such party with the exercise of good faith, due diligence and reasonable care.

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

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective upon the date that it has been executed by all parties (the "Effective Date").

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By: _____
Ricky Boyd-Interim City Manager

Date: _____

Attested to by:

Amber Villarreal, City Secretary

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ricky Boyd, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Interim City Manager and duly authorized representative for the CITY OF WAXAHACHIE, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

Notary Public, State of Texas
My Commission Expires: _____

(7)

PRESBYTERIAN CHILDREN'S HOMES AND SERVICES, a Texas non-profit corporation

By: _____
Name: David Thompson
Title: President
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared David Thompson, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative for PRESBYTERIAN CHILDREN'S HOMES AND SERVICES, a Texas non-profit corporation, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
Legal Description and Depiction of the Property

PROPERTY DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, THE ELIJAH BELLOW SURVEY, ABSTRACT NO. 101, AND THE JOHN BARKER SURVEY, ABSTRACT NO. 40, AND BEING ALL OF A CALLED 5.61 ACRE TRACT, AND ALL OF A CALLED 60 ACRE TRACT (OF LAND) DESCRIBED IN THE DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 532, PAGE 404, DEED RECORDS OF ELLIS COUNTY, TEXAS, (D R E C T.) AND ALL OF A CALLED 130 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 460, PAGE 201, D R E C T. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND WITH PLASTIC CAP STAMPED "GODWIN-MARSHALL" IN THE SOUTH LINE OF SAID 130 ACRE TRACT, BEING AT THE NORTHWEST CORNER OF A CALLED 202.85 ACRE TRACT OF LAND DESCRIBED AS (TRACT D), DESCRIBED IN THE DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 460, PAGE 205, D R E C T., AND IN THE LINE OF A CALLED 1040.641 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO WALTON TEXAS, LP, RECORDED IN DOCUMENT NO. 1532148, OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (O P R E C T.),

THENCE SOUTH 58°31'31" WEST, ALONG THE SOUTH LINE OF SAID 130 ACRE TRACT AND THE 60 ACRE TRACT, WITH THE EAST LINE OF SAID 1040.641 ACRE TRACT A DISTANCE OF 2072.19 FEET TO AN IRON ROD FOUND WITH PLASTIC CAP STAMPED "GODWIN-MARSHALL" AT THE SOUTH CORNER OF SAID 60 ACRE TRACT,

THENCE WITH THE WEST LINE OF SAID 60 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

- 1 NORTH 10°16'49" WEST, A DISTANCE OF 638.37 FEET TO A 1/2-INCH IRON ROD FOUND,
- 2 NORTH 58°20'45" EAST, A DISTANCE OF 16.72 FEET TO A 1/2-INCH IRON ROD FOUND AT THE SOUTH CORNER OF SAID 5.61 ACRE TRACT,

THENCE NORTH 30°48'30" WEST, WITH THE WEST LINE OF SAID 5.61 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, A DISTANCE OF 982.88 FEET TO A 1/2-INCH IRON ROD FOUND (LEANING) FOR THE NORTHWEST CORNER OF SAID 5.61 ACRE TRACT,

THENCE NORTH 58°40'31" EAST, WITH THE NORTH LINE OF SAID 5.61 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, A DISTANCE OF 477.61 FEET TO 1/2-INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID 5.61 ACRE TRACT, IN THE WEST LINE OF SAID 60 ACRE TRACT.

THENCE WITH THE NORTH LINE OF SAID 60 ACRE TRACT AND SAID 130 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 1040.641 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

- 1 NORTH 01°10'36" WEST, A DISTANCE OF 541.89 FEET TO A 1/2-INCH IRON ROD FOUND
- 2 NORTH 89°21'45" EAST, A DISTANCE OF 1029.08 FEET TO A 1/2-INCH IRON ROD FOUND
- 3 SOUTH 38°43'49" EAST, A DISTANCE OF 107.42 FEET TO A CALCULATED POINT
- 4 NORTH 42°04'30" EAST, A DISTANCE OF 51.17 FEET TO A CALCULATED POINT
- 5 NORTH 38°56'25" EAST, A DISTANCE OF 58.07 FEET TO A CALCULATED POINT
- 6 NORTH 43°48'41" EAST, A DISTANCE OF 60.14 FEET TO A CALCULATED POINT
- 7 NORTH 28°22'30" EAST, A DISTANCE OF 81.54 FEET TO A CALCULATED POINT
- 8 NORTH 02°00'29" WEST, A DISTANCE OF 50.84 FEET TO A CALCULATED POINT
- 9 NORTH 68°21'07" EAST, A DISTANCE OF 53.68 FEET TO A CALCULATED POINT
- 10 NORTH 89°31'50" EAST, A DISTANCE OF 77.27 FEET TO A CALCULATED POINT
- 11 NORTH 15°47'57" EAST, A DISTANCE OF 116.41 FEET TO A CALCULATED POINT
- 12 NORTH 49°21'23" EAST, A DISTANCE OF 117.41 FEET TO A CALCULATED POINT
- 13 NORTH 05°47'20" EAST, A DISTANCE OF 127.59 FEET TO A CALCULATED POINT
- 14 NORTH 12°28'21" EAST, A DISTANCE OF 44.82 FEET TO A CALCULATED POINT
- 15 NORTH 01°04'31" EAST, A DISTANCE OF 49.20 FEET TO A CALCULATED POINT
- 16 NORTH 00°57'40" EAST, A DISTANCE OF 18.08 FEET TO A CALCULATED POINT



3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (409) 899-0536
FAX #: (409) 899-0536

BEING 204.940 ACRES SITUATED IN THE E. BELLOW SURVEY, ABSTRACT NO. 101, & THE J. BARKER SURVEY, ABSTRACT NO 40 ELLIS COUNTY, TEXAS

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
910232911	10/14/2025	GRS	RAM/GRM	1" = 100'	3 OF 4
REVISION	DATE	DESCRIPTION			
1					
2					

17 NORTH 01°57'52" EAST, A DISTANCE OF 24.29 FEET TO A CALCULATED POINT,
 18 NORTH 27°26'26" EAST, A DISTANCE OF 90.30 FEET TO A CALCULATED POINT,
 19 NORTH 65°28'01" EAST, A DISTANCE OF 44.05 FEET TO A CALCULATED POINT,
 20 SOUTH 41°00'31" EAST, A DISTANCE OF 25.95 FEET TO A CALCULATED POINT,
 21 NORTH 78°04'07" EAST, A DISTANCE OF 43.91 FEET TO A CALCULATED POINT,
 22 SOUTH 73°07'22" EAST, A DISTANCE OF 17.77 FEET TO A CALCULATED POINT,
 23 NORTH 88°16'09" EAST, A DISTANCE OF 50.01 FEET TO A CALCULATED POINT,
 24 NORTH 56°03'18" EAST, A DISTANCE OF 17.41 FEET TO A CALCULATED POINT,
 25 NORTH 12°25'02" EAST, A DISTANCE OF 800.18 FEET TO A CALCULATED POINT,
 THENCE SOUTH 89°05'10" EAST, A DISTANCE OF 725.17 FEET TO A CALCULATED POINT,
 THENCE SOUTH 80°23'07" EAST, A DISTANCE OF 300.97 FEET TO A CALCULATED POINT,
 THENCE NORTH 50°04'21" EAST, A DISTANCE OF 85.14 FEET TO A CALCULATED POINT IN THE EAST LINE OF SAID 130 ACRE TRACT,
 SAME BEING THE WEST LINE OF A 31.153 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO JOSE ALBERTO LOPEZ, ET AL, RECORDED
 IN INSTRUMENT NO. 1831559, O.P.R.E.C.T.,
 THENCE WITH THE EAST LINE OF SAID 130 ACRE TRACT, SAME BEING THE WEST LINE OF SAID 31.153 ACRE TRACT, THE FOLLOWING
 COURSES AND DISTANCES:
 1 SOUTH 62°52'08" EAST, A DISTANCE OF 190.27 FEET TO A CALCULATED POINT,
 2 SOUTH 82°22'23" EAST, A DISTANCE OF 249.85 FEET TO A CALCULATED POINT,
 3 SOUTH 13°01'30" EAST, A DISTANCE OF 91.73 FEET TO A CALCULATED POINT,
 4 SOUTH 25°27'24" EAST, A DISTANCE OF 269.19 FEET TO A CALCULATED POINT,
 5 SOUTH 59°45'11" WEST, A DISTANCE OF 10.98 FEET TO A CALCULATED POINT,
 6 SOUTH 59°46'32" EAST, A DISTANCE OF 382.10 FEET TO A CALCULATED POINT,
 7 SOUTH 57°54'50" EAST, A DISTANCE OF 543.74 FEET TO A CALCULATED POINT,
 8 SOUTH 46°05'11" EAST, A DISTANCE OF 577.34 FEET TO A CALCULATED POINT AT THE SOUTH EAST CORNER OF SAID 130 ACRE
 TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID 31.153 ACRE TRACT, AND BEING IN THE NORTH LINE OF SAID 202.85 ACRE
 TRACT,
 THENCE WITH THE SOUTH LINE OF SAID 130 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 202.85 ACRE TRACT, THE FOLLOWING
 COURSES AND DISTANCES:
 1 SOUTH 70°28'42" WEST, A DISTANCE OF 1067.69 FEET TO A CALCULATED POINT,
 2 SOUTH 33°36'07" WEST, A DISTANCE OF 270.94 FEET TO A CALCULATED POINT,
 3 SOUTH 61°28'13" WEST, A DISTANCE OF 1724.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 204.940 ACRES OF LAND
 (8,927,169 SQUARE FEET), MORE OR LESS.

KFM ENGINEERING & DESIGN, 3501 OLYMPUS BLVD., SUITE 100, DALLAS, TEXAS 75019, PHONE: (400) 899-0530, FAX: (400) 899-0530

KFM
ENGINEERING & DESIGN
 3501 OLYMPUS BLVD., SUITE 100
 DALLAS, TEXAS 75019
 PHONE: (400) 899-0530
 FAX: (400) 899-0530

BEING 204.940 ACRES SITUATED IN THE E. BELLOW SURVEY, ABSTRACT NO. 101, & THE J. BARKER SURVEY, ABSTRACT NO 40 ELLIS COUNTY, TEXAS

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010235001	10/14/2025	GBR	W.P. KFM	1" = 1000'	4 OF 4
REVISION	DATE	DESCRIPTION			
1					
2					

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S70° 28' 42"W	1067.69
L2	S13° 38' 07"W	279.94
L3	S60° 28' 13"W	1724.75
L4	S58° 31' 31"W	2072.19
L5	N30° 18' 48"W	638.37
L6	N58° 20' 45"E	16.72
L7	N30° 48' 36"W	982.86
L8	N58° 40' 31"E	477.61
L9	N01° 10' 36"W	541.89
L10	N89° 21' 45"E	1029.00
L11	S38° 41' 48"E	107.42
L12	N42° 04' 30"E	51.17
L13	N30° 56' 25"E	58.07
L14	N43° 48' 41"E	90.14
L15	N28° 22' 36"E	81.54

LINE TABLE		
LINE #	BEARING	LENGTH
L16	N02° 00' 20"W	50.84
L17	N60° 21' 07"E	53.68
L18	N80° 39' 50"E	77.27
L19	N35° 47' 57"E	116.41
L20	N49° 21' 23"E	117.41
L21	N05° 47' 20"E	127.58
L22	N12° 28' 21"E	44.62
L23	N01° 04' 31"E	39.20
L24	N50° 57' 40"E	18.98
L25	N01° 57' 52"E	24.29
L26	N27° 26' 28"E	90.39
L27	N55° 28' 01"E	44.05
L28	S41° 30' 31"E	25.95
L29	N78° 04' 07"E	43.91
L30	S73° 07' 22"E	17.27

LINE TABLE		
LINE #	BEARING	LENGTH
L31	N86° 18' 38"E	59.00
L32	N50° 03' 10"E	17.47
L33	N12° 25' 02"E	808.18
L34	S80° 05' 10"E	725.17
L35	S88° 21' 37"E	300.07
L36	N59° 04' 21"E	86.14
L37	S69° 52' 08"E	190.27
L38	S82° 22' 27"E	249.85
L39	S13° 01' 30"E	91.73
L40	S25° 27' 24"E	269.19
L41	S58° 45' 11"W	10.98
L42	S50° 40' 32"E	382.10
L43	S57° 54' 50"E	543.74
L44	S46° 05' 11"E	577.34

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3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE (469) 899-0536
TWP #. T-20821 TBPCL #. 10194934

BEING 204.940 ACRES SITUATED IN THE E. BELLOW SURVEY, ABSTRACT NO. 101, & THE J. BARKER SURVEY, ABSTRACT NO 40 ELLIS COUNTY, TEXAS

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
630232601	10/14/2025	GBS	ASH,TRAM	2" = 1000'	1 OF 4
REVISION	DATE	DESCRIPTION			
1					
2					

Exhibit B
Proposed Concept Plan

inserted next page

(7)

Exhibit C
Proposed Development Standards

Development Standards

(7)

Exhibit D
Design Requirements

Exhibit E
Form of Assignment

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

**ASSIGNMENT AND ASSUMPTION AGREEMENT
REGARDING ANNEXATION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING ANNEXATION AGREEMENT ("Assignment") is made and entered into by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"). Assignor and Assignee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, contemporaneously with the execution of this Assignment, Assignee acquired from Assignor the following tract of land: described on Exhibit "A" attached hereto (the "Assignee Property"); and

WHEREAS, Assignor (referred to as "Owner" in the Annexation Agreement) and the City of Waxahachie, Texas ("Waxahachie") (referred to as "Waxahachie" or "City" in the Annexation Agreement) entered into that certain Annexation Agreement dated _____, filed for record under Instrument No. _____ in the Real Property Records of Ellis County, Texas described on Exhibit "B" attached hereto (as modified or amended from time to time, the "Annexation Agreement"). The Annexation Agreement is incorporated herein in its entirety for all purposes; and

WHEREAS, the Annexation Agreement pertains to and encumbers the Property, as described in the Annexation Agreement, of which the Assignee Property is a portion; and

WHEREAS, pursuant to Section 25 of the Annexation Agreement, Assignor desires to assign to Assignee the Assigned Rights/Obligations (hereinafter defined) as "Owner" under the Annexation Agreement, and Assignee desires to accept such assignment and assume all of the Assigned Rights/Obligations of Assignor as "Owner" under the Annexation Agreement pursuant and subject to the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing, the covenants and conditions contained in this Assignment and other good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals Incorporated. The recitals set forth above are made a part of this Assignment as if set forth herein verbatim.
2. Assignment. Assignor hereby grants, sells, assigns, transfers and conveys to Assignee all of Assignor's rights, titles, interests, powers, duties, obligations, responsibilities, requirements, conditions and all other matters in, to and under the Annexation Agreement, as "Owner" under the Annexation Agreement (collectively, "Assigned Rights/Obligations"), including, without limitation, any and all Assigned Rights/Obligations arising or accruing on, after or before the Effective Date, except obligations and liabilities resulting from Assignor's affirmative acts prior to the Effective Date that (i) were not taken by Assignor at the request, or with the approval, of Assignee or Developer (as defined in the Annexation Agreement) or (ii) are not expressly contemplated by the Annexation Agreement to be taken by Assignor. Assignee hereby accepts such assignment and, from and after the Effective Date (hereinafter defined) of this Assignment, agrees to be bound by, perform and assume the Assigned Rights/Obligations.
3. Effect on Other Portions of Annexation Agreement. This Assignment is further intended to assign, among other things, all rights, obligations, liabilities, duties, representations, warranties, remedies and waivers of Assignor (including, without limitation, any and all of the foregoing arising or accruing on, after or before the Effective Date), including, without limitation, all the general and/or miscellaneous provisions, under the Annexation Agreement to Assignee, said assignment having the same effect as if Assignee was the original "Owner" under the Annexation Agreement.
4. Indemnity of Assignor. ASSIGNEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, AND INTENDED BY WAY OF EXAMPLE ONLY, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT OF CLAIMS) (COLLECTIVELY, "LOSSES") ARISING OR ACCRUING ON, BEFORE OR AFTER THE EFFECTIVE DATE OUT OF OR IN CONNECTION WITH THE THIS ASSIGNMENT, THE ANNEXATION AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION THEREWITH (EXCEPT OBLIGATIONS AND LIABILITIES RESULTING FROM ASSIGNOR'S AFFIRMATIVE ACTS PRIOR TO THE EFFECTIVE DATE THAT (I) WERE NOT TAKEN BY ASSIGNOR AT THE REQUEST, OR WITH THE APPROVAL, OF ASSIGNEE OR DEVELOPER OR (II) ARE NOT EXPRESSLY CONTEMPLATED BY THE ANNEXATION AGREEMENT TO BE TAKEN BY ASSIGNOR), INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO ASSIGNEE'S FAILURE TO PERFORM THE OBLIGATIONS, DUTIES AND RESPONSIBILITIES UNDER THE ANNEXATION AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION THEREWITH; EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR, OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES.

5. Indemnity of Assignee. ASSIGNOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LOSSES INCURRED BY ASSIGNEE IN CONNECTION WITH OBLIGATIONS AND LIABILITIES ARISING OUT OF THE ANNEXATION AGREEMENT, BUT ONLY TO THE EXTENT SUCH LOSSES RESULT FROM ASSIGNOR'S AFFIRMATIVE ACTS PRIOR TO THE EFFECTIVE DATE THAT (I) WERE NOT TAKEN BY ASSIGNOR AT THE REQUEST, OR WITH THE APPROVAL, OF ASSIGNEE OR DEVELOPER OR (II) ARE NOT EXPRESSLY CONTEMPLATED BY THE ANNEXATION AGREEMENT TO BE TAKEN BY ASSIGNOR; AND EXCEPT TO THE EXTENT THAT SUCH LOSSES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ASSIGNOR, OR ITS OFFICERS, DIRECTORS, OR EMPLOYEES.
6. Notices. Any notice provided or permitted to be given under this Assignment must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Assignor:

Telephone: _____
Email: _____

If to Assignee:

Telephone: _____
Email: _____

7. Entire Agreement. This Assignment contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
8. Multiple Counterparts. This Assignment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

9. Authority to Execute. The individuals executing this Assignment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Assignment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Assignment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Assignment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.
10. Representations. Each signatory represents this Assignment has been read by the party for which this Assignment is executed and that such party has had an opportunity to confer with its counsel.
11. Waiver. Waiver by either party of any breach of this Assignment, or the failure of either party to enforce any of the provisions of this Assignment, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of this Assignment.
12. Binding Effect. All the covenants, terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors and assigns.
13. Governing Law/Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Assignment. The parties agree that this Assignment is performable in Ellis County, Texas, and that exclusive venue shall lie in Ellis County, Texas.

[Signature page follows.]

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

_____,
a _____

By: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ of _____, a Texas limited liability company, and that he executed the same for the purposes and consideration therein stated and, in the capacity, therein stated as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

[ASSIGNEE]

By: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

[Exhibits A & B to be attached]

Exhibit F
Annexation Service Plan Agreement

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie"), and _____ ("Landowner"). Waxahachie and Landowner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of approximately _____ acres, more or less, situated in the _____ Survey, Abstract No. _____, Ellis County, Texas, which is more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

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

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

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

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

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

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

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

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

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Waxahachie and Landowner.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Waxahachie City Council adopting the Annexation Ordinance within thirty (30) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Waxahachie City Council does not adopt the Annexation Ordinance within thirty (30) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement.
4. **Agreed Service Plan.** The following is a plan whereby full municipal services as defined in Section 43.056 of the Texas Local Government Code will be provided by the City of Waxahachie (the "City") in territory to be annexed, being approximately _____ acres of land located adjacent to the City limits, as depicted on the map included as Exhibit A.

Municipal facilities and services will be provided to the annexed area at the following levels and in accordance with the following schedule:

A. Police Protection:

The City provides municipal police protection to its residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

B. Fire Protection and Emergency Medical Services:

The City provides full-time fire protection. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

The City contracts with _____ for Emergency Medical Service. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities

similar to those reasonably contemplated or projected in the proposed annexation area.

C. Solid Waste Collection:

The City's solid waste collection is currently provided by Waste Connections ("Waste Connections"). Upon the effective date of the annexation, the City will provide solid waste collection to the annexed area on the same basis as it is made available to other parts of the city with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

D. Water and Wastewater Service and Maintenance:

The area to be annexed is an unplatted area within the City's ETJ and currently receives water from the City of Waxahachie and is within the City's Water Certificate of Convenience, Certificate No. 10915, service area. The extension of any necessary sanitary sewer facilities will be added by the developer and in a manner consistent with other development regulations and practices. The developer will serve this area with a septic system instead of a sanitary sewer system. Currently, no sewer service is available in this area.

Should City plans be changed and sanitary sewer service infrastructure is extended to this area, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

E. Maintenance of Roads, Streets and Street Lighting:

The City shall begin to make provision for the maintenance of current roads and streets within the annexed areas upon the effective date of the annexation*. Such streets and roads shall be maintained in their current condition and shall be included in the City's Capital Improvements Plan for upgrading, resurfacing and/or improvement on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Any such resurfacing or upgrade shall be made in accordance with current City policies or the City's Subdivision Ordinance, adopted as Ordinance 3151, and as amended from time to time.

Improvements will be made in conjunction with new development in accordance with City policies contained in the City's Subdivision Ordinance after installation and dedication of such improvements by the relevant property owner and acceptance by the City. Future streets within the annexed area will be upgraded in accordance with an approved Capital Improvements Program, as may be amended from time to time, on the same basis as other areas in the City with land uses and population densities to those reasonably contemplated or projected in the annexed area.

* State-owned facilities will continue to be maintained by the State of Texas, Department of Transportation.

F. Parks, Playgrounds and other Public Facilities and Services:

Public parks, playgrounds, and other public recreation facilities dedicated to and accepted by the City within the annexed area, will be maintained in their present condition by the City upon the effective date of the annexation. Property owners and residents of the annexed area may use the existing public parks, playgrounds, and other recreation facilities and services of the City on the same basis as other residents of the City.

G. Public Library Services and Other Publicly Owned Facilities, Buildings and Services:

Property owners and residents of the annexed area may use the existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City.

H. City Regulations and Code Enforcement

The annexed areas will upon the date of annexation be subject to all City regulations as specified within the City of Waxahachie Code of Ordinances. Further, the City's codes and regulations will be enforced in a manner like other similar parts of the corporate city limits.

I. General Municipal Administration:

General municipal administration services will be available to the annexed area upon the effective date of the annexation. This Service Plan provides for full municipal services to the annexed area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the annexed area are immediately preceding the effective date of the annexation. This Service Plan does not constitute a right to a superior level of services in the annexed area. The City retains its authority to adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards. The City also retains the authority to adjust services on a city-wide basis should economic or emergency circumstances dictate.

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

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

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

If to Waxahachie, addressed to it at:

City of Waxahachie
 Attn: City Manager
 City of Waxahachie, Texas
 401 S. Rogers
 Waxahachie, Texas 75165
 Email: _____

With a copy to:

Terrence S. Welch
 Brown & Hofmeister, LLP
 740 East Campbell Road, Suite 800
 Richardson, Texas 75081

If to Owner, addressed to it at:

With a copy to:

If to Landowner, addressed to him at:

 Telephone: _____
 Email: _____

- 7. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon

by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

8. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
9. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.
10. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
11. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
12. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).
13. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
14. **Representations.** Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
15. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
16. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that

would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on that date following the execution of this Agreement by all parties ("Effective Date").

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By: _____
_____, City Manager

Date: _____

Attested to by:

Amber Villarreal, City Secretary

LANDOWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____ day of _____, 202__.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____ day of _____, 202__.

Notary Public, State of Texas
My Commission Expires: _____

(7)

Exhibit A

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

ANNEXATION AGREEMENT

This ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie" or "City"), and WALTON TEXAS, LP, a _____ (including its permitted successors and assigns, "Owner"). Waxahachie and Owner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Owner owns approximately 1.779± acres, situated in the Elijah Bellow Survey, Abstract Number 10, Ellis County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"), which the parties agree is located wholly within Waxahachie's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, Owner and Minto Communities Texas, LLC, a Texas limited liability company ("Developer") are parties to a purchase agreement providing for the sale of the Property to Developer (the "Purchase Agreement"); and

WHEREAS, a condition to the effective date for an annexation ordinance annexing the Property into the City is the conveyance of the Property from Owner to Developer ("Closing"); and

WHEREAS, this Agreement will be assigned by Owner to Developer at Closing; and

WHEREAS, Developer proposes to develop or have the Property developed with a mixed-use development as further detailed herein; and

WHEREAS, Owner has asked Waxahachie to consider a voluntary annexation of all of the Property into the corporate limits of Waxahachie subject to Closing and pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code ("Subchapter C-3") and the terms of this Agreement, on the condition that Waxahachie agrees Owner is entitled to develop and use the Property as described herein before and after annexation; and

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

WHEREAS, as further described and subject to the terms of this Agreement, after the Effective Date (hereinafter defined), Owner consents to Waxahachie's full purpose annexation of the Property subject to Closing and in accordance with the terms of this Agreement and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties acknowledge and agree that this Agreement was approved by the City Council and fully executed by the parties while the Property was located in Waxahachie's ETJ; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code ("Section 212.172"), Waxahachie is authorized to make a written contract with an owner of land that is located in the ETJ for the purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172, for the purposes set forth in that section and pursuant to Subchapter C-3; and

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

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

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement.
2. Land Subject to Agreement. The land that is subject to this Agreement is the Property.
3. Use and Development of Property.
 - (a) Pursuant to Section 212.172, except as otherwise provided in this Agreement, the use and development of the Property from and after the Effective Date shall conform to all Waxahachie ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, or as modified and set forth herein relating to or affecting the development and use of the Property ("Waxahachie Regulations"), notwithstanding the Property's location in Waxahachie's ETJ, if applicable. Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Waxahachie Regulations except as otherwise applicable to a property in Waxahachie's ETJ not subject to an agreement under Section 212.172.
 - (b) Owner agrees that during the Term (defined herein) of this Agreement, Waxahachie's Zoning Ordinance, Ordinance No. 3020 as it exists on the Effective Date of this Agreement (hereinafter defined) ("Zoning Ordinance"), shall apply to the Property, subject to and as amended by the terms of this Agreement (including the proposed concept plan shown on Exhibit B and the proposed development standards shown on

Exhibit C herein) (collectively, the “Development Regulations”). Provided, however, in the event the Purchase Agreement is terminated, the Property shall not be subject to the Development Regulations except as otherwise applicable to a property in Waxahachie’s ETJ not subject to an agreement under Section 212.172.

- (c) In the event of a conflict between the terms of this Agreement (including Exhibit B and Exhibit C) and any provision of the Waxahachie Regulations or Zoning Ordinance, the terms of this Agreement (including Exhibit B and Exhibit C) shall control.
- (d) Owner acknowledges and agrees that except as otherwise provided herein, Waxahachie is authorized to enforce all of Waxahachie’s Regulations and planning and zoning authority that exist as of the Effective Date and do not interfere with the Development Regulations or the use of the Property in accordance with the Development Regulations, in the same manner the regulations are enforced within Waxahachie’s corporate limits pursuant to Section 212.172(b)(3) of the Texas Local Government Code. Provided, however, in the event the Purchase Agreement is terminated, Waxahachie is not authorized to enforce any of the Waxahachie’s Regulations and planning and zoning authority except as otherwise applicable to a property in Waxahachie’s ETJ not subject to an agreement under Section 212.172.
- (e) Owner agrees to obtain permits and inspections from Waxahachie, and except as otherwise provided herein, pay all related fees and costs to Waxahachie. Provided, however, in the event the Purchase Agreement is terminated, Owner shall not be obligated to obtain permits and inspections from Waxahachie except as otherwise applicable to a property in Waxahachie’s ETJ not subject to an agreement under Section 212.172.

4. Annexation Application.

- (a) The parties acknowledge and agree that this Agreement constitutes a conditional petition for the voluntary annexation of the Property pursuant to Subchapter C-3 and subject to Closing and the conditions set forth herein. In the event the Purchase Agreement is terminated, Owner may elect to have this withdrawn by written notice to Waxahachie electing to terminate this Agreement, in which case such petition shall be of no force or effect.
- (b) Within fourteen (14) business days after Closing, Owner shall execute and deliver to Waxahachie the Annexation Service Plan Agreement in substantially the same form as the agreement attached hereto as Exhibit F (“ASPA”). Notwithstanding anything to the contrary, if Closing does not occur by April 6, 2026, then Owner may elect, in its sole discretion, to terminate this Agreement immediately upon written notice to Waxahachie.
- (c) Waxahachie agrees to initiate annexation of the Property within (30) days of the submission of the fully executed version of the ASPA. Provided, if the Waxahachie City Council fails to properly initiate annexation of the Property within 30 days of submission by Owner of the ASPA, Waxahachie agrees Owner may, in its sole

discretion, elect to terminate this Agreement immediately upon written notice to Waxahachie.

- (d) In the event Owner terminates this Agreement pursuant to Sections 4 (b) or (c), then (i) this Agreement shall be null and void and of no further force or effect; (ii) Waxahachie and Owner will execute a release in recordable form acknowledging the release of all obligations under this Agreement; and (iii) Owner will be under no obligation to continue the voluntary annexation process.
- (e) If Owner does not elect to terminate this Agreement pursuant to Sections 4(b) or (c) within thirty (30) days after Waxahachie's failure to annex, the Agreement shall continue in full force and effect and the parties will work in good faith to amend the deadlines for execution of the ASPA and annexation of the Property, if needed.

5. Permanent Zoning after Annexation.

- (a) An application to permanently zone the Property has been submitted on behalf of the Owner and has been considered by the City's Planning and Zoning Commission and City Council ("Zoning Application"). An ordinance approving permanent zoning on the Property will not be effective until after the effective date of Annexation.
- (b) The parties agree that the Zoning Application requests approval of a Planned Development (PD) District consistent with and based on the site plan attached hereto as Exhibit B and the proposed development standards described in Exhibit C, respectively (as to be evidenced by a final ordinance duly approved by the Waxahachie City Council, "Zoning Approval").
- (c) Regardless of how the Waxahachie City Council zones the Property, and notwithstanding anything to the contrary in the Zoning Ordinance, the Property shall be governed by and may be used and developed in accordance with the Development Regulations and all other terms of this Agreement at all times during the Term of this Agreement.
- (d) All applicable Waxahachie ordinance requirements that reference the Zoning Ordinance or compliance with zoning regulations or Waxahachie's comprehensive plan shall be interpreted to mean compliance with the Development Regulations.
- (e) In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control.
- (f) This Agreement does not, however, in any way guarantee that the Waxahachie City Council, after exercising its legislative discretion, will grant the particular zoning requested in the Zoning Application or otherwise and that Waxahachie and its City Council members, Planning and Zoning Commission members, officers, employees and agents shall have no liability under this Agreement or otherwise should the

Planning and Zoning Commission and/or the City Council deny the particular zoning requested in the Zoning Application or otherwise.

6. Other Development Matters.

(a) Design Requirements.

- (i) Owner desires to voluntarily consent to complying with the standards for building products and materials and aesthetic methods, as referenced in Exhibit D, attached hereto and incorporated herein for all purposes and as amended by mutual agreement of the Owner and Waxahachie (collectively, "Design Requirements"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Owner desires or intends or not.
- (ii) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Owner shall not use or install, or permit the use or installation of, any building product or material that does not comply with Design Requirements, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code as it exists on the date of this Agreement ("Chapter 3000"). Owner's obligation under this section as to any lot or tract of land terminates upon conveyance of said lot or tract of land.

7. Term. This Agreement is an agreement authorized by Section 212.172. Unless earlier terminated in accordance with the terms herein, the term of this Agreement shall be forty-five (45) years from the Effective Date ("Term"). The Term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Waxahachie.

8. Termination.

- (a) This Agreement may be terminated and shall be null and void and of no further force or effect, as follows:
 - i. By either party following an event of default that is not cured within thirty (30) days in accordance with Section 9;
 - ii. By mutual written consent of the City and Owner; or
 - iii. By either party in the event the Purchase Agreement is terminated.
 - iv. By either party if Owner has not terminated by April 6, 2025.
- (b) In the event of termination as provided for in Section 4 or this Section 8, Waxahachie and Owner will execute a release in recordable form acknowledging release of all obligations, such release not to be unreasonably withheld, conditioned, or delayed.

9. Default. If either party defaults in complying with the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days after the non-defaulting party sends written notice of such default to the defaulting party, then the non-defaulting party may seek any remedy permitted under law including, but not limited to specific performance of this Agreement.

10. Covenant Running with the Land. Subject to the limitations set forth herein and under Section 212.172(f) of the Texas Local Government Code, this Agreement shall be a covenant running with the land and the Property and shall be binding upon the parties hereto and each subsequent owner of the Property. The parties shall cause this Agreement to be filed in the Real Property Records of Ellis County, Texas. Owner represents and warrants that there are no liens, attachments or other encumbrances that prohibit Owner from entering this Agreement. If such a condition does exist, however, Owner shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance consenting to the recording of this Agreement. Notwithstanding the foregoing, and pursuant to Section 212.172(f) of the Texas Local Government Code, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for Sections 5 and 6, which shall be applicable to owners of lots under an approved final plat.

12. Limitations of Agreement. Waxahachie ordinances covering property taxes, land use, zoning, utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement, except as expressly set forth herein. Additionally, development agreements among Waxahachie, Owner, and developers of the property covering utility rates, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Owner to Waxahachie under any ordinance, whether now existing or in the future arising, except as expressly set forth herein.

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

If to Waxahachie, addressed to it at:

City of Waxahachie
Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165
Email: _____

With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

If to Owner, addressed to it at:

With a copy to:

14. Vested Rights/Chapter 245 Waiver. Pursuant to Section 212.172 this agreement constitutes a “permit” as defined in Chapter 245 of the Texas Local Government Code.
15. Attorney’s Fees. If any party files any action or brings any proceeding against another party arising from this Agreement, then the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys’ fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV’T CODE § 271.153, as it exists or may be amended, if applicable.
16. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
18. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.
19. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
20. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

21. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). By executing this Agreement, the parties agree that all exhibits with signatures affixed to such exhibits attached hereto also shall be deemed to be executed. The parties agree that the performance of the parties under this Agreement is authorized by Section 212.172.
22. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
23. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
24. No Third-Party Beneficiaries. Developer is an intended third-party beneficiary of this Agreement. Notwithstanding anything to the contrary in this Agreement, so long as Developer retains a contract to acquire the Property, this Agreement may not be terminated or amended without the prior written consent of Developer. Except as expressly provided in Section 26 with respect to Developer, 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.
25. Assignment/Binding Effect.
 - (a) This Agreement is assignable, in whole or in part, without the consent of Waxahachie, but upon written notice to Waxahachie to a person or entity that (i) is providing financing for acquisition of the Property; (ii) is or will become an owner of all or a portion of the Property; including but not limited to contemplated assignments to Minto Communities Texas, LLC; (iii) is an affiliate of Owner; or (iv) with respect to assignment of the maintenance obligations in Section 6(a) herein, is a homeowners association or property owners association for all or a portion of the Property. Except as provided herein, this Agreement shall not be assignable without the prior consent of Waxahachie, which shall not be unreasonably withheld or delayed. Any assignment of this Agreement is subject to the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

- (i) the assignment of the Agreement must be evidenced by a recordable document (“Assignment”), in a form substantially similar to the form attached hereto as Exhibit E and incorporated herein by reference;
 - (ii) Owner will file any executed Assignment in the Real Property Records of Ellis County, Texas; and
 - (iv) Owner shall provide Waxahachie with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Waxahachie receives said file-marked copy of the Assignment as provided herein, Waxahachie shall not be obligated to recognize said Assignment.
- (b) This Agreement shall be binding upon and inure to the benefit of Waxahachie and Owner and their respective successors-in-interest.
 - (c) This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled “Covenant Running with the Land” or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern.
 - (d) A permitted assignee shall be considered a “party” and “Owner” for purposes of the rights, title, interest and obligations assigned to such assignee.
27. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party’s right thereafter to enforce and compel strict compliance.
28. Immunity. Notwithstanding anything to the contrary herein, the parties acknowledge and agree that this Agreement is subject to Section 212.172 of the Texas Local Government Code, which provides for a limited waiver of immunity from suit for the purpose of adjudicating a claim for breach of contract, and limits the remedies and damages available as set forth therein. Except as expressly provided in Section 212.172, it is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
29. Reference to Waxahachie. When referring to “Waxahachie” herein, this Agreement shall refer to and be binding upon Waxahachie and Waxahachie’s Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Waxahachie is legally responsible.

30. Reference to Owner. When referring to “Owner” herein, this Agreement shall refer to and be binding upon Owner and its successors and assignees.
31. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.
32. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

[Signature pages follow.]

DRAFT
101425

(7)

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective upon the date that it has been executed by all parties (the "Effective Date").

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By: _____
Ricky Boyd-Interim City Manager

Date: _____

Attested to by:

Amber Villarreal, City Secretary

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME, the undersigned authority, on this day personally appeared Ricky Boyd, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Interim City Manager and duly authorized representative for the CITY OF WAXAHACHIE, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2025.

Notary Public, State of Texas
My Commission Expires: _____

Exhibit A
Legal Description and Depiction of the Property

BEING A TRACT OF LAND SITUATED IN THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, AND BEING A PORTION OF A CALLED 6.035 ACRE TRACT DESCRIBED AS TRACT ONE IN THE DEED TO WALTON TX DALLAS KEMP RANCH LP 1, RECORDED IN DOCUMENT NO. 2326832, IN THE OFFICIAL PUBLIC RECORDS, ELLIS COUNTY, TEXAS (O.P.R.E.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CALCULATED POINT ON THE SOUTH LINE OF CITY ORDINANCE NO. 0832, EFFECTIVE 5/26/1966, FROM WHICH THE SOUTHEAST CORNER OF A CALLED 0.4860 ACRE TRACT DESCRIBED IN THE DEED TO KATHY L. KACAL, RECORDED IN DOCUMENT NO. 2236184, O.P.R.E.C.T., SAME BEING THE SOUTHWEST CORNER OF A CALLED 0.3986 ACRE TRACT, DESCRIBED IN THE DEED TO SERENA L. GIFFORD, RECORDED IN DOCUMENT NO. 2512573, O.P.R.E.C.T., BEARS NORTH 26°56'39" WEST, A DISTANCE OF 103.94 FEET;

THENCE SOUTH 15°35'40" EAST CROSSING THROUGH SAID 6.035 ACRE TRACT, SAME BEING THE WEST LINE OF CITY ORDINANCE NO. 0704, EFFECTIVE 12/31/1960, A DISTANCE OF 168.69 FEET TO A CALCULATED POINT OF CURVATURE ON THE SOUTH LINE OF SAID 6.035 ACRE TRACT, SAME BEING THE NORTH LINE OF A REMAINDER OF 21.654 ACRE TRACT, DESCRIBED AS TRACT ONE, IN THE DEED TO WILLIAM F. KELLY, RECORDED IN DOCUMENT NO. 2228261, O.P.R.E.C.T.;

THENCE ALONG A NON-TANGENTIAL CURVE TO THE LEFT, WITH THE SOUTH LINE OF SAID 6.035 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID REMAINDER OF 21.654 ACRE TRACT, HAVING A RADIUS OF 1,420.00 FEET, AN ARC LENGTH OF 597.48 FEET, A DELTA ANGLE OF 24°06'27", AND A CHORD WHICH BEARS SOUTH 60°59'00" WEST, A DISTANCE OF 593.08 FEET TO A CALCULATED POINT OF TANGENCY;

THENCE NORTH 29°31'38" WEST, CROSSING THROUGH SAID 6.035 ACRE TRACT, SAME BEING THE EAST LINE OF CITY ORDINANCE NO. 2325, EFFECTIVE 8/15/2005, A DISTANCE OF 130.22 FEET TO A CALCULATED POINT ON THE SOUTH LINE OF CITY ORDINANCE NO. 1086, EFFECTIVE 5/14/1973, FROM WHICH THE SOUTHWEST CORNER OF A CALLED 0.5043 ACRE TRACT DESCRIBED IN THE DEED TO JOSE JR AND GENEVA ALCALA, RECORDED IN DOCUMENT NO. 2024098, O.P.R.E.C.T., SAME BEING THE SOUTHEAST CORNER OF A CALLED 0.5039 ACRE TRACT DESCRIBED IN THE DEED TO MARTHA KELLEY AND MICHAEL W. ANDERSON, RECORDED IN DOCUMENT NO. 2033656, O.P.R.E.C.T., BEARS NORTH 03°01'09" EAST, A DISTANCE OF 134.54 FEET;

THENCE NORTH 57°55'21" EAST CROSSING THROUGH SAID REMAINDER OF 6.035 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID CITY ORDINANCE 1086 AND 0832, A DISTANCE OF 634.30 FEET TO THE POINT OF BEGINNING, CONTAINING 1.779 ACRES (77,500 SQ. FT.) OF LAND, MORE OR LESS.

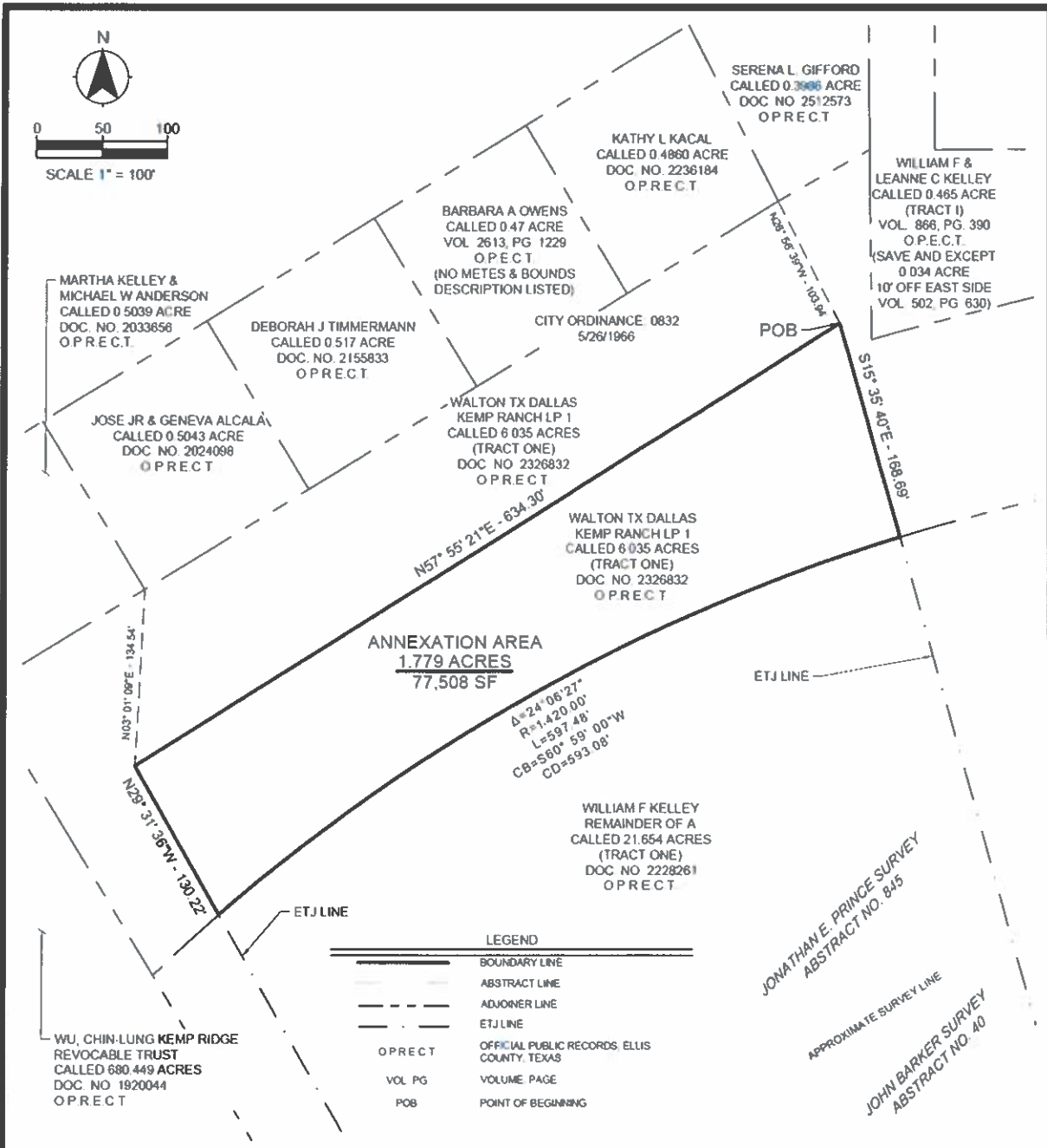
c:\110232001\project\desig\mxd\p100_10232001_ellismax.dwg,cbt,shp... 10/14/2025 12:00 PM



3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

**1.779 ACRES SITUATED IN THE JONATHAN E. PRINCE SURVEY
ABSTRACT NO. 845
ELLIS COUNTY, TEXAS**

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010232001	10/13/2025	GBS	JWH/RGM	1" = 100'	2 OF 2
REVISION	DATE	DESCRIPTION			
1					
2					



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3501 OLYMPUS BLVD., SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
TBPE #: F-20821 TBPELS #: 10194934

**1.779 ACRES SITUATED IN THE JONATHAN E. PRINCE SURVEY
ABSTRACT NO. 845
ELLIS COUNTY, TEXAS**

PROJECT NO.	DATE	DRAWN BY	REVIEW BY	SCALE	SHEET
010232001	10/13/2025	GBS	JWH/RGM	1" = 100'	1 OF 2
REVISION	DATE	DESCRIPTION			
1					
2					

DRAFT
101425

Exhibit B
Proposed Concept Plan

inserted next page

Exhibit C
Proposed Development Standards

Development Standards

Exhibit D
Design Requirements

Exhibit E
Form of Assignment

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

**ASSIGNMENT AND ASSUMPTION AGREEMENT
REGARDING DEVELOPMENT AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"). Assignor and Assignee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, contemporaneously with the execution of this Assignment, Assignee acquired from Assignor the following tract of land: described on Exhibit "A" attached hereto (the "Assignee Property"); and

WHEREAS, Assignor (referred to as "Owner" in the Development Agreement) and the City of Waxahachie, Texas ("Waxahachie") (referred to as "Waxahachie" in the Development Agreement) entered into that certain Development Agreement dated _____, filed for record under Instrument No. _____ in the Real Property Records of Ellis County, Texas described on Exhibit "B" attached hereto ("Development Agreement"). The Development Agreement is incorporated herein in its entirety for all purposes; and

WHEREAS, the Development Agreement pertains to and encumbers the Property, as described in the Development Agreement, of which the Assignee Property is a portion; and

WHEREAS, pursuant to Section 25 of the Development Agreement, Assignor desires to assign to Assignee the Assigned Rights/Obligations (hereinafter defined) as "Owner" under the Development Agreement, and Assignee desires to accept such assignment and assume all of the Assigned Rights/Obligations of Assignor as "Owner" under the Development Agreement pursuant and subject to the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the foregoing, the covenants and conditions contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals Incorporated. The recitals set forth above are made a part of this Assignment as if set forth herein verbatim.
2. Assignment. Assignor hereby grants, sells, assigns, transfers and conveys to Assignee all of Assignor's rights, titles, interests, powers, duties, obligations, responsibilities, requirements, conditions and all other matters in, to and under the Development Agreement, as "Owner" under the Development Agreement (collectively, "Assigned Rights/Obligations"). Assignee hereby accepts such assignment and, from and after the Effective Date (hereinafter defined) of this Assignment, agrees to be bound by, perform and assume the Assigned Rights/Obligations.
3. Effect on Other Portions of Development Agreement. This Assignment is further intended to assign, among other things, all rights, obligations, liabilities, duties, representations, warranties, remedies and waivers of Assignor, including, without limitation, all the general and/or miscellaneous provisions, under the Development Agreement to Assignee, said assignment having the same effect as if Assignee was the original "Owner" under the Development Agreement.
4. Indemnity of Assignor. ASSIGNEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, AND INTENDED BY WAY OF EXAMPLE ONLY, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT OF CLAIMS) ARISING OUT OF ASSIGNEE'S FAILURE TO PERFORM THE OBLIGATIONS, DUTIES AND RESPONSIBILITIES UNDER THE DEVELOPMENT AGREEMENT THAT ACCRUE FOLLOWING THE EFFECTIVE DATE OF THIS ASSIGNMENT.
5. Indemnity of Assignee. ASSIGNOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, AND INTENDED BY WAY OF EXAMPLE ONLY, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT OF CLAIMS) ARISING OUT OF ASSIGNOR'S FAILURE TO PERFORM THE OBLIGATIONS, DUTIES, RESPONSIBILITIES, REQUIREMENTS AND CONDITIONS OF THE "OWNER" UNDER THE DEVELOPMENT AGREEMENT THAT ACCRUED PRIOR TO THE EFFECTIVE DATE OF THIS ASSIGNMENT.
6. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Assignor:

Telephone: _____

Email: _____

If to Assignee:

Telephone: _____

Email: _____

- 7. **Entire Agreement.** This Assignment contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- 8. **Multiple Counterparts.** This Assignment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 9. **Authority to Execute.** The individuals executing this Assignment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Assignment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Assignment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Assignment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.
- 10. **Representations.** Each signatory represents this Assignment has been read by the party for which this Assignment is executed and that such party has had an opportunity to confer with its counsel.
- 11. **Waiver.** Waiver by either party of any breach of this Assignment, or the failure of either party to enforce any of the provisions of this Assignment, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of this Assignment.
- 12. **Binding Effect.** All the covenants, terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors and assigns.

13. Reference to Assignor. When referring to “Assignor” herein, this Assignment shall refer to and be binding upon Assignor, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Assignor is legally responsible.
14. Reference to Assignee. When referring to “Assignee” herein, this Assignment shall refer to and be binding upon Assignee, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Assignee is legally responsible.
15. Governing Law/Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Assignment. The parties agree that this Assignment is performable in Ellis County, Texas, and that exclusive venue shall lie in Ellis County, Texas.

[Signature page follows.]

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

_____,
a _____

By: _____

_____, _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ of _____, a Texas limited liability company, and that he executed the same for the purposes and consideration therein stated and, in the capacity, therein stated as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

[ASSIGNEE]

By: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

Notary Public, State of Texas
My Commission Expires: _____

[Exhibits A & B to be attached]

Exhibit F
Annexation Service Plan Agreement

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality ("Waxahachie"), and _____ ("Landowner"). Waxahachie and Landowner are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner represents and warrants that Landowner is the sole owner of approximately _____ acres, more or less, situated in the _____ Survey, Abstract No. _____, Ellis County, Texas, which is more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

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

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

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

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

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

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

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

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

1. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Waxahachie and Landowner.
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.
3. **Agreement Conditioned on Annexation.** This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Waxahachie City Council adopting the Annexation Ordinance within thirty (30) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Waxahachie City Council does not adopt the Annexation Ordinance within thirty (30) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement.
4. **Agreed Service Plan.** The following is a plan whereby full municipal services as defined in Section 43.056 of the Texas Local Government Code will be provided by the City of Waxahachie (the "City") in territory to be annexed, being approximately _____ acres of land located adjacent to the City limits, as depicted on the map included as Exhibit A.

Municipal facilities and services will be provided to the annexed area at the following levels and in accordance with the following schedule:

A. Police Protection:

The City provides municipal police protection to its residents, including routine patrols throughout the City and law enforcement services upon call. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

B. Fire Protection and Emergency Medical Services:

The City provides full-time fire protection. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the proposed annexation area.

The City contracts with _____ for Emergency Medical Service. Upon the effective date of the annexation, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities

similar to those reasonably contemplated or projected in the proposed annexation area.

C. Solid Waste Collection:

The City's solid waste collection is currently provided by Waste Connections ("Waste Connections"). Upon the effective date of the annexation, the City will provide solid waste collection to the annexed area on the same basis as it is made available to other parts of the city with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

D. Water and Wastewater Service and Maintenance:

The area to be annexed is an unplatted area within the City's ETJ and currently receives water from the City of Waxahachie and is within the City's Water Certificate of Convenience, Certificate No. 10915, service area. The extension of any necessary sanitary sewer facilities will be added by the developer and in a manner consistent with other development regulations and practices. The developer will serve this area with a septic system instead of a sanitary sewer system. Currently, no sewer service is available in this area.

Should City plans be changed and sanitary sewer service infrastructure is extended to this area, said services will also be made available to the annexed area on the same basis as they are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area.

E. Maintenance of Roads, Streets and Street Lighting:

The City shall begin to make provision for the maintenance of current roads and streets within the annexed areas upon the effective date of the annexation*. Such streets and roads shall be maintained in their current condition and shall be included in the City's Capital Improvements Plan for upgrading, resurfacing and/or improvement on the same basis as other areas in the City with topography, land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Any such resurfacing or upgrade shall be made in accordance with current City policies or the City's Subdivision Ordinance, adopted as Ordinance 3151, and as amended from time to time.

Improvements will be made in conjunction with new development in accordance with City policies contained in the City's Subdivision Ordinance after installation and dedication of such improvements by the relevant property owner and acceptance by the City. Future streets within the annexed area will be upgraded in accordance with an approved Capital Improvements Program, as may be amended from time to time, on the same basis as other areas in the City with land uses and population densities to those reasonably contemplated or projected in the annexed area.

* State-owned facilities will continue to be maintained by the State of Texas, Department of Transportation.

F. Parks, Playgrounds and other Public Facilities and Services:

Public parks, playgrounds, and other public recreation facilities dedicated to and accepted by the City within the annexed area, will be maintained in their present condition by the City upon the effective date of the annexation. Property owners and residents of the annexed area may use the existing public parks, playgrounds, and other recreation facilities and services of the City on the same basis as other residents of the City.

G. Public Library Services and Other Publicly Owned Facilities, Buildings and Services:

Property owners and residents of the annexed area may use the existing public library and other publicly owned facilities, buildings, and services within the City on the same basis as other residents of the City.

H. City Regulations and Code Enforcement

The annexed areas will upon the date of annexation, be subject to all City regulations as specified within the City of Waxahachie Code of Ordinances. Further, the City's codes and regulations will be enforced in a manner like other similar parts of the corporate city limits.

I. General Municipal Administration:

General municipal administration services will be available to the annexed area upon the effective date of the annexation. This Service Plan provides for full municipal services to the annexed area on the same basis as municipal services are made available to other parts of the City with land uses and population densities similar to those reasonably contemplated or projected in the annexed area. Further, said municipal services are equal to or greater than the services and level of such services in existence in the annexed area are immediately preceding the effective date of the annexation. This Service Plan does not constitute a right to a superior level of services in the annexed area. The City retains its authority to adjust programs on a city-wide basis to provide more effective services through changes in operating procedures and standards. The City also retains the authority to adjust services on a city-wide basis should economic or emergency circumstances dictate.

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

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

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

If to Waxahachie, addressed to it at:

City of Waxahachie
 Attn: City Manager
 City of Waxahachie, Texas
 401 S. Rogers
 Waxahachie, Texas 75165
 Email: _____

With a copy to:

Terrence S. Welch
 Brown & Hofmeister, LLP
 740 East Campbell Road, Suite 800
 Richardson, Texas 75081

If to Owner, addressed to it at:

With a copy to:

If to Landowner, addressed to him at:

 Telephone: _____
 Email: _____

- 7. **Warranties/Representations.** All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon

- by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
8. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.
 9. **Governing Law; Venue.** The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Ellis County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Ellis County, Texas.
 10. **Consideration.** This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
 11. **Multiple Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
 12. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).
 13. **Savings; Severability.** In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
 14. **Representations.** Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.
 15. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
 16. **Immunity.** It is expressly understood and agreed that, in the execution and performance of this Agreement, Waxahachie has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that

would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on that date following the execution of this Agreement by all parties ("Effective Date").

CITY OF WAXAHACHIE, TEXAS,
a home-rule municipality

By: _____
_____, City Manager

Date: _____

Attested to by:

Amber Villarreal, City Secretary

LANDOWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF ELLIS §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____ day of _____, 202__.

Notary Public, State of Texas
My Commission Expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____ day of _____, 202__.

Notary Public, State of Texas
My Commission Expires: _____

(7)

Exhibit A

Planning & Zoning Department Zoning Staff Report

(8)



Case: ZDC-143-2025

MEETING DATE(S)

Planning & Zoning Commission:

October 28, 2025

City Council:

November 17, 2025

CAPTION

Public Hearing on a request by Dr. Haroon Rasheed, for a **Zoning Change** from a General Retail (GR) zoning district to Planned Development-General Retail (PD-GR) zoning district with reduced minimum parking requirements, located at 600 Ferris Avenue (Property ID 170756) - Owner: HR Waxahachie Land LP (ZDC-143-2025)

RECOMMENDED MOTION

"I move to approve ZDC-143-2025, a Planned Development zoning change request for 600 Ferris Avenue, 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 October 28, 2025, the Commission voted 6-0 to recommend approval of case number ZDC-143-2025.

APPLICANT REQUEST

The applicant requests to rezone the subject property from a General Retail zoning district to a Planned Development-General Retail zoning district to reduce the minimum parking requirements for the subject property to 69 spaces.

CASE INFORMATION

<i>Applicant:</i>	Dr. Haroon Rasheed
<i>Property Owner(s):</i>	HR Waxahachie Land LP
<i>Site Acreage:</i>	1.239 acres
<i>Current Zoning:</i>	General Retail
<i>Requested Zoning:</i>	Planned Development-General Retail (PD-GR)

SUBJECT PROPERTY

<i>General Location:</i>	600 Ferris Avenue
<i>Parcel ID Number(s):</i>	170756
<i>Existing Use:</i>	An approximately 58,000 square foot medical office building, partially occupied by Texas Pain Physicians, currently exists on the subject property.
<i>Development History:</i>	The subject property is platted as a portion of Lot 5, Block 27, all of Block 28, and Lot 1, Block 29 of the Town addition.

Adjoining Zoning & Uses:

(8)

Direction	Zoning	Current Use
North	General Retail (GR)	Foodland
East	Single-Family-1 (SF-1)	Single Family Residences
South	General Retail (GR)	Undeveloped
West	General Retail (GR)	Multi-tenant Retail Building

Future Land Use Plan: Local Commercial

Comprehensive Plan: 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.

Thoroughfare Plan: The subject property is accessible via Ferris Avenue, W Parks Avenue, and N Monroe Street.

Site Image:



PLANNING ANALYSIS

The applicant proposes to rezone the subject property from a General Retail (GR) zoning district to a Planned Development-General Retail (PD-GR) zoning district to reduce the minimum parking requirements for the subject property to 69 spaces. The number of parking spaces currently present on the subject property is 69. No other modification to the typical requirements of the GR zoning district are proposed with this PD request.

The subject property originally developed in 1965. At that time, approximately 69 parking spaces were developed with the subject property. The property was purchased by the current owner in 2015 and the building on the subject property was significantly remodeled at that time. The parking count and configuration was not changed as part of the remodel; but a portion of the parking lot was improved to concrete along Ferris Avenue and the rest of the parking lot rest resurfaced as asphalt. Since the remodel of the site was completed, the building has been partially occupied by medical office users. (8)

Since the time of the original development of the property in 1965, minimum parking requirements have changed. The site is fully developed and no additional parking can be added to the property. The current parking count prevents full occupancy of the building. For example, if the entire building were to be occupied by medical office users, the current GR zoning would require a minimum of 290 parking spaces to be present on site. The proposed PD reduces the minimum parking requirement for the property to 69, the current number of existing parking spaces on the property. Approval of the PD would eliminate minimum parking requirements as a barrier to full occupancy of the building.

It is important to note that the subject property has historically been adequately supported by the current number of parking spaces on the site. The property owner has submitted a letter with this PD request noting that approximately 40% of the building is currently occupied. The applicant states that current occupants routinely use less than 50% of the current parking on the subject property. Due to the limited use of the existing parking on the property, and the history of the existing parking being sufficient to support past tenants, staff is supportive of the PD request.

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. Staff has received one (1) letter of support and zero (0) letters 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.

ATTACHED EXHIBITS

1. Public Notification Response
2. Owner Letter
3. PD Ordinance
4. Exhibit A – Location Map
5. Exhibit B – Site Plan (Existing Conditions)

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 the applicant will be notified to make corrections.

STAFF CONTACT INFORMATION

Prepared by:
Zack King, AICP
Planning Manager
zking@waxahachie.com

Reviewed by:
Trenton Robertson, AICP
Senior Director of Planning
trenton.robertson@waxahachie.com



(8)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-143-2025
◇◇◇◇

RECEIVED NOV 06 2025

REED MICHAEL JR & JENNIFER L
523 N Rogers St
Waxahachie, TX 75165-3357

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 17, 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 Dr. Haroon Rasheed, for a **Zoning Change** from a General Retail (GR) zoning district to Planned Development-General Retail (PD-GR) zoning district with reduced minimum parking requirements, located at 600 Ferris Avenue (Property ID 170756) - Owner: HR Waxahachie Land LP (ZDC-143-2025)

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 for additional information on this request.



Scan for additional information.

Case Number: ZDC-143-2025

City Reference: 170757

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

Comments: SUPPORT OPPOSE

Jennifer Reed
Signature
Jennifer Reed
Printed Name and Title

10/16/25
Date
523 N. Rogers
Address
Waxahachie, TX
75165

Statement of Use from Owner

September 15, 2025

Re: 600 Ferris Ave (Texas Pain Physicians office building), HR Waxahachie LLC

To: Planning and Zoning Department Waxahachie

My name is Haroon Rasheed. I am the owner of HR Waxahachie, the property located at 600 Ferris Ave. I am requesting help with my building parking situation. As many of you are familiar with the property, it was in very bad shape when I first purchased it about 10 years ago. I had a vision to provide advanced specialist medical care to the community, and had already established a medical practice at another location in town. I wanted to have the nicest facility in Waxahachie to bring comfort, ease of access, advanced medical care, and pride to the community by renovating this property. With it being on Ferris Ave, the building's new appearance and curb appeal has been a huge uplift to revitalizing the city. I have personally spent an enormous amount of money renovating this building and preparing it for full occupancy.

During this process, I was made aware of the expired cross parking contract arrangement with our neighbor's property, currently Foodland. I tried multiple times over the years to get in contact with the owner of the Foodland building to reinstate the cross-parking agreement, however the owner of the Foodland property explicitly told me that he has no interest at all in renewing this agreement, even though throughout the day Foodland's customers and my customers have been parking on each other's property without incident for more than 10 years. This property has always shared parked for decades without any problems. Due to this limitation of the cross-parking agreement, I have been unable to fully develop and lease out my building. Less than 40% of my building is currently usable.

I have had multiple inquires and strong interest from many medical groups and other non-medical businesses that have tried to lease this space. Unfortunately, I have been unable to move forward with any these as a result of the parking limitations.

If I am able to resolve the parking limitation issue, I plan on bringing other medical specialists, healthcare providers, and other businesses into my building to service the citizens of Waxahachie.

We currently have plenty of parking, and never use even 50% of our available parking on our property. In addition, Foodland's owner (not the Foodland property owner) and I have spoken in the past, and have agreed that our customers routinely park on each other's property without any issue since there is ample parking available.

Sincerely,



Haroon Rasheed, MD

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT-GENERAL RETAIL (PD-GR) LOCATED AT 600 FERRIS AVENUE IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 1.239 ACRES KNOWN AS A PORTION OF LOT 5, BLOCK 27, ALL OF BLOCK 28, AND LOT 1, BLOCK 29 OF THE TOWN 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, 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-143-2025. 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 GR to PD-GR; 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 GR to PD-GR in order to facilitate development of the subject property in a manner that allows a minimum parking requirement of 69 spaces on the following property: 600 Ferris Avenue, a portion of Lot 5, Block 27, all of Block 28, and Lot 1, Block 29 of the Town Addition, which is shown on Exhibit A, in accordance with the Site Plan (Existing Conditions) attached as Exhibit B.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to allow for the full occupancy of an existing building at 600 Ferris Avenue, and to establish appropriate parking 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. The locations of buildings, private streets, and utility infrastructure shall substantially conform to the locations shown on Exhibit B – Site Plan (Existing Conditions).

Development Regulations

1. The development shall conform as approved by the City Council under case number ZDC-143-2025.
2. The development shall adhere to the City Council approved in Exhibit A- Location Map and Exhibit B – Site Plan (Existing Conditions).
3. The minimum parking requirement for the subject property shall be sixty-nine (69) parking spaces.
4. Any zoning, land use requirement, or restriction not contained within this Zoning Ordinance shall conform to those requirements and/or standards prescribed in Exhibit A – Location Map and Exhibit B – Site Plan (Existing Conditions). Where regulations are not specified in Exhibits A and B, or in this Ordinance, the regulations of the City of Waxahachie General Retail (GR) Zoning District and the Waxahachie Zoning Ordinance shall apply to this development.
5. 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.
6. 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.

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 17th day of November, 2025.

(9)

MAYOR

ATTEST:

City Secretary

EXHIBIT A - LOCATION MAP

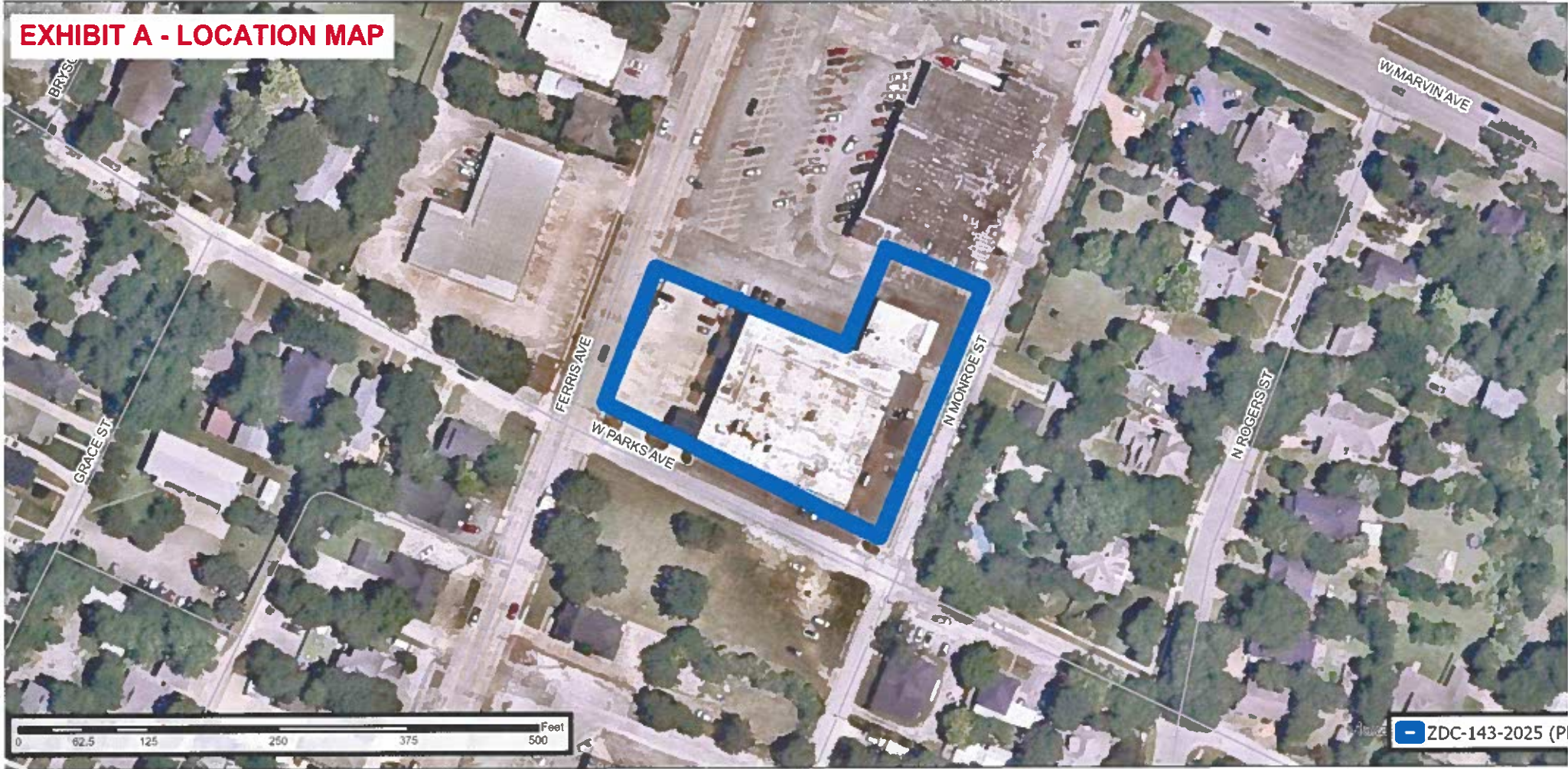
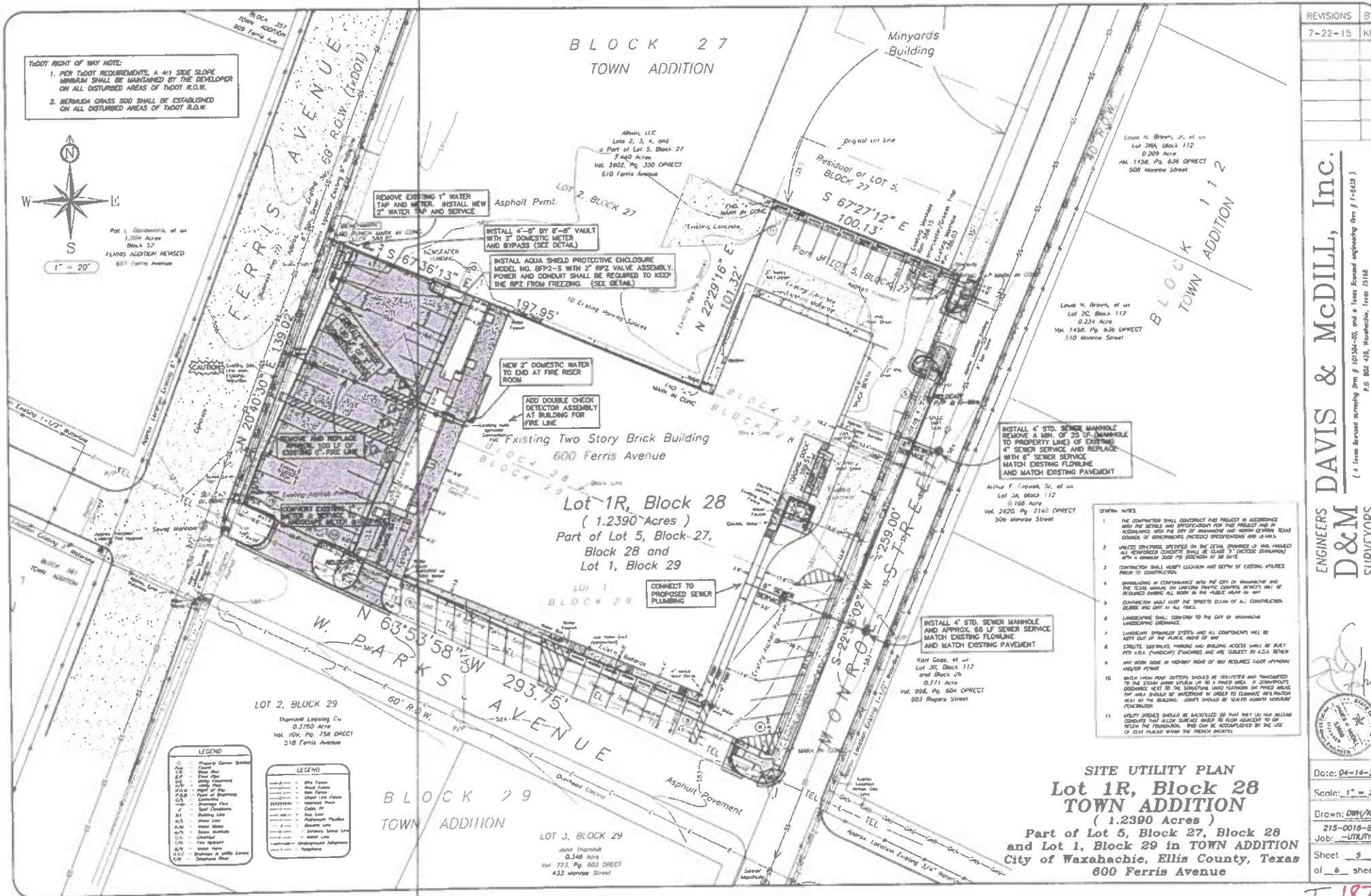


EXHIBIT B - SITE PLAN (EXISTING CONDITIONS)



REVISIONS	BY
7-22-15	KE

DAVIS & McDILL, Inc.
 ENGINEERS
 D & M
 CIVIL/PLUMBERS

(A Texas Licensed Surveying Firm # 10154-00, and a Texas Licensed Engineering Firm # 1-6439)
 P.O. BOX 428, Waxahachie, Texas 75168



SITE UTILITY PLAN
Lot 1R, Block 28
TOWN ADDITION
 (1.2390 Acres)
 Part of Lot 5, Block 27, Block 28
 and Lot 1, Block 29 in TOWN ADDITION
 City of Waxahachie, Ellis County, Texas
 600 Ferris Avenue

Date: 04-14-2
 Scale: 1" = 2
 Drawn: DMW/BO
 215-0016-8
 Job: UTILITY
 Sheet 5
 of 6 sheets

T-187
 (9)

Planning & Zoning Department Zoning Staff Report

(10)



Case: ZDC-91-2024

MEETING DATE(S)

Planning & Zoning Commission:

May 27, 2025

City Council:

November 17, 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. At the City Council meeting held on October 6, 2025, the Council voted 5-0 to continue the public hearing on case number ZDC-91-2024 again to the October 20, 2025 City Council meeting. At the City Council meeting held on October 20, 2025, the Council voted 5-0 to continue the public hearing on case number ZDC-91-2024 again to the November 17, 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)

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.

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

CUSTOM BOLT METALS "MUSKIE" SW 6237 "DARK NIGHT" SW 763A "ORIGAMI WHITE"
 SW 7041 "VAN DYKE BROWN" SW 7036 "ACEF SSIBLE BRICK" BSLGARD "BRONZE"

GAZ ROOFING, TAMBERLINE HDZ "WARKWOOD"



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.

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.

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.

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

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

Reviewed by:

Trenton Robertson, AICP
Senior Director of Planning
trenton.robertson@waxahachie.com

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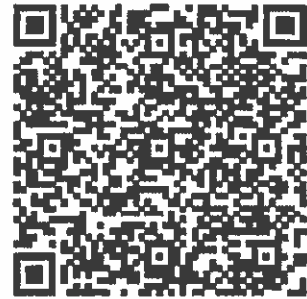
City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-91-2024

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 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 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 BTR is an interior 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

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.

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.

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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 17th day of November, 2025.

MAYOR

ATTEST:

City Secretary

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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.

Commercial District Zoning ("C Zoning") - Non-Permitted Uses	
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	

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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;

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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

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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.

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9.0 DEVELOPMENT PLAN, CONSIDERATIONS & RESTRICTONS :

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

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

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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'	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 Eastern Property Line: 15' 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
MF Development Standards			
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

PLANNED DEVELOPMENT STANDARDS

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	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.	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)	Proposed deviation to MF Development Standards
--	--	--	--

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

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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.

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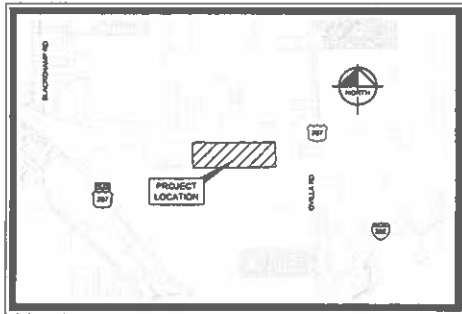
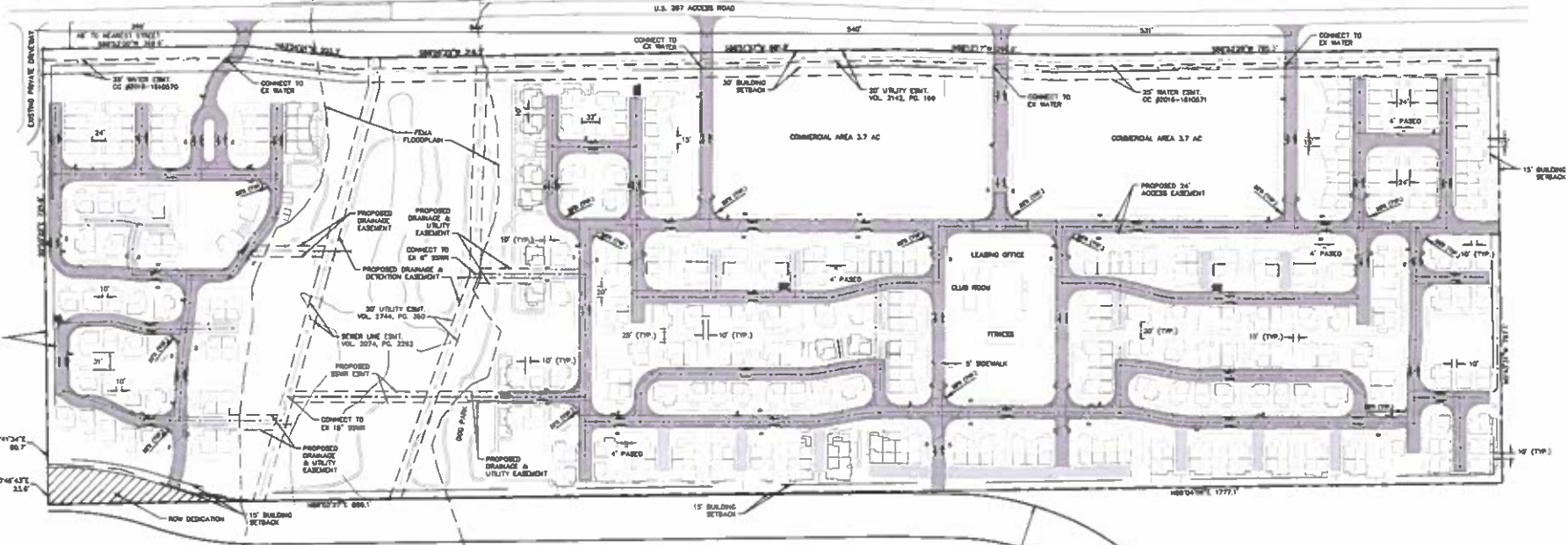
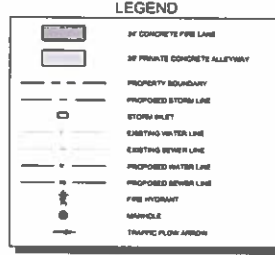
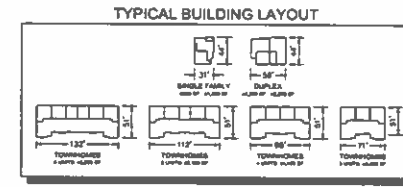
EXHIBIT A - LOCATION MAP



ZDC-91-2024 (PD)

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EXHIBIT B - DETAILED SITE PLAN



VICINITY MAP
SCALE: 1" = 2,000'
PREPARATION DATE: 04/28/2024

SITE DATA

ZONING:	WAXAHACHIE 48 PD
PROPOSED USED:	MIXED USED
GROSS BUILDING AREA:	48,888 SQ FT
SINGLE FAMILY:	2 56,288 SQ FT
DUPLEX:	11 14,400 SQ FT
TOWNHOMES:	41 14,400 SQ FT
ADJACENTMENT:	4 4,750 SQ FT
BUILDING HEIGHTS:	
SINGLE FAMILY:	1 32'-0" 137'-0"
DUPLEX:	1 22'-0"
TOWNHOMES:	1 22'-0"
PARKING AREA (% OF LOT):	48,888 SQ FT (16.7%)
PARKING SPACES:	345
PROVIDED:	775
REQUIRED:	485
MINIMUM HANDICAP:	485
UNIT BREAKDOWN:	
1-BEDROOM:	22
2-BEDROOM:	89
3-BEDROOM:	145
TOTAL:	256

EXHIBIT A WAXAHACHIE 48 DETAILED SITE PLAN

PROJECT INFO:
ZONING: WAXAHACHIE 48 PD
48.352 ACRES OF LAND
WAXAHACHIE, TX, ELLIS COUNTY
PREPARATION DATE: 08/20/24
CASE NUMBER: ZDC-81-2024

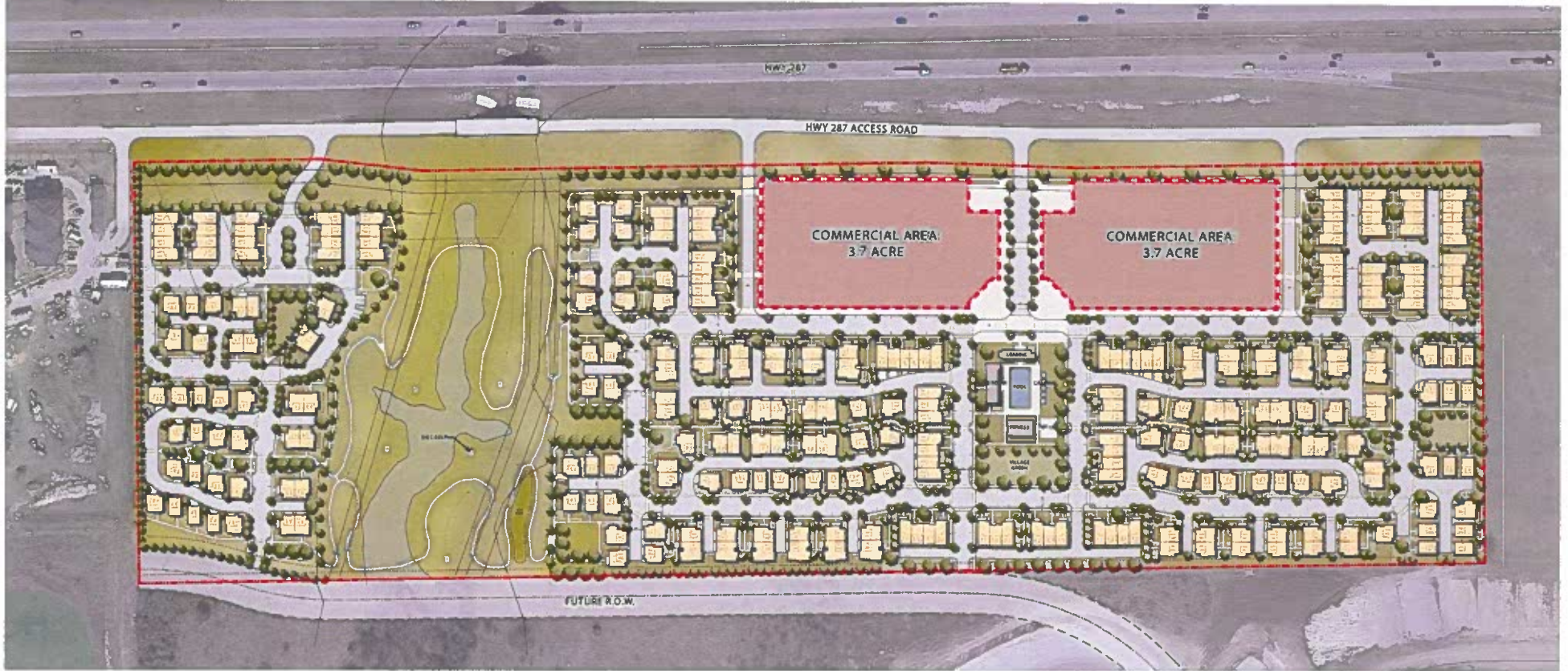
ENGINEER:
KIMLEY-HORN AND ASSOCIATES
STATE OF TEXAS
REGISTRATION NO. 5435
6160 WARREN PARKWAY
SUITE 200
FRENCH, TX 75054
P 972 770-1300
CONTACT: MATT HANRENS

APPLICANT:
REJAY COMMUNITIES
1308 WOODALL WOODGERS Fwy
COWBOY, TX 75088
P (817) 527-3300
CONTACT: SHANNON LIVINGSTON



EXHIBIT B - DETAILED SITE PLAN

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OVERALL UNIT MIX:	NO. OF UNITS	MIX
1-BEDROOM	22	7%
2-BEDROOM	88	30%
3+ BEDROOM	190	63%
TOTAL	200 UNITS	100%

PARKING REQUIREMENTS	NO. OF SPACES	NO. OF UNITS	REQUIRED SPACES
1-BED & 2-BED	1.5	110	165
3-BED	2.5	154	385
4-BED	3	51	153
TOTAL	300 UNITS	300 UNITS	778 SPACES PROVIDED

CONCEPT PLAN

CASE NUMBER ZDC-91-2024

REFER TO LANDSCAPE ARCHITECTS PLAN FOR TREE LOCATIONS AND PLANTING SCHEDULE



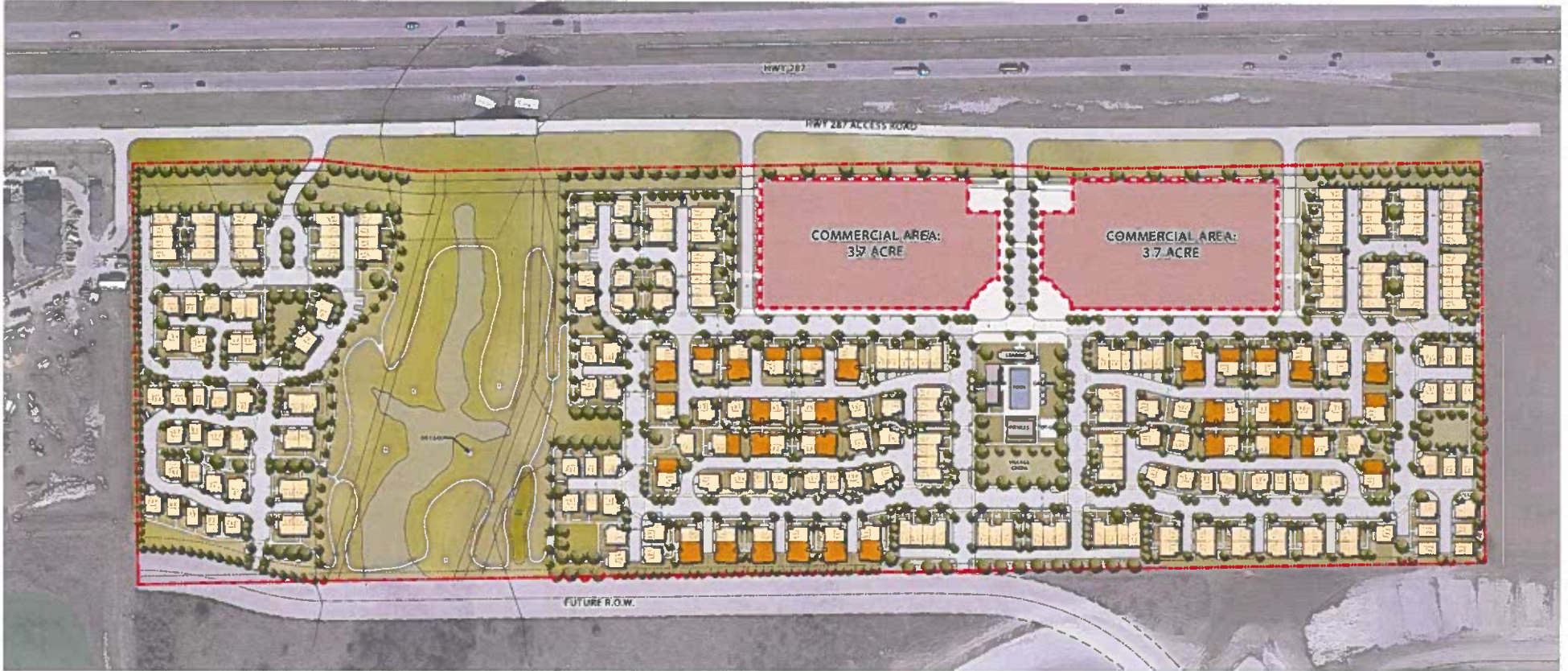
EXHIBIT A - CONCEPT PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

EXHIBIT B - DETAILED SITE PLAN

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1-STORY BUILDING: [Orange Box]
2-STORY BUILDING: [Yellow Box]

EXHIBIT A - VERTICAL ARTICULATION

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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VERTICAL ARTICULATION

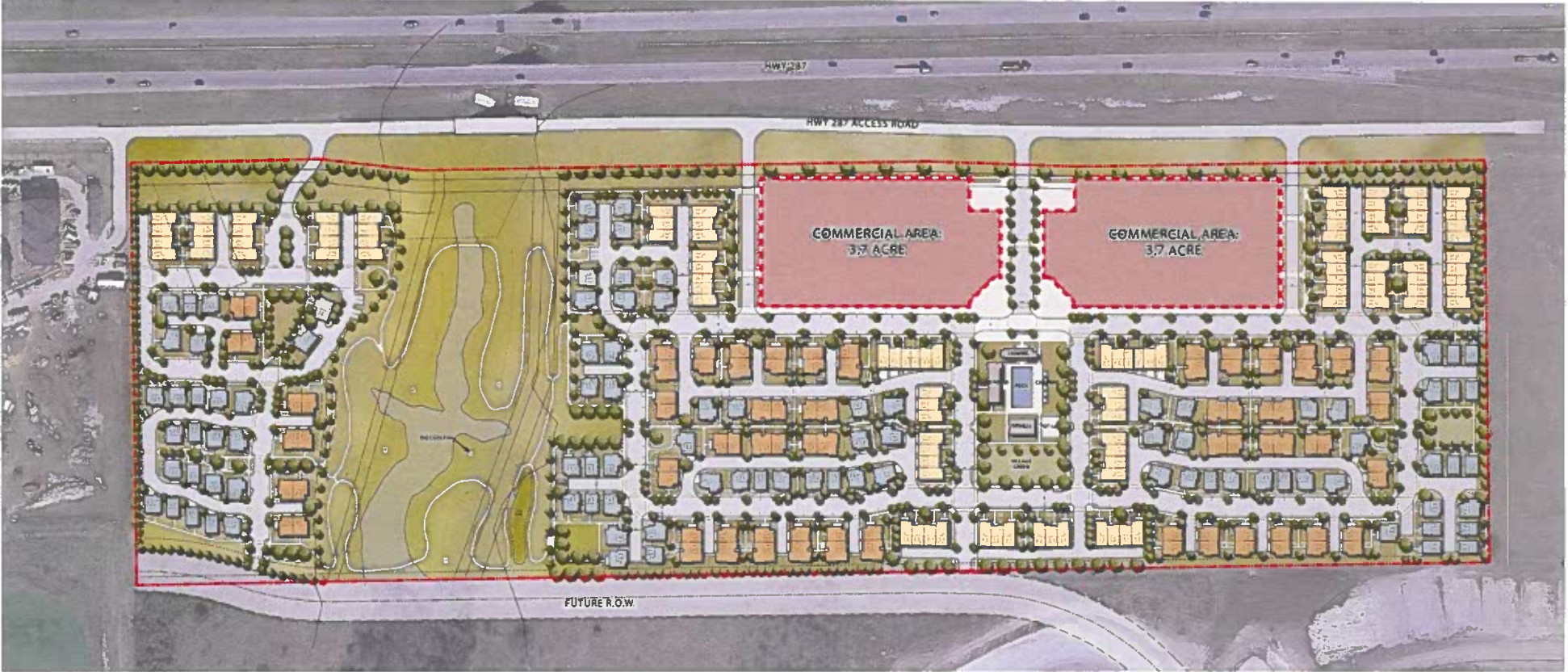
CASE NUMBER ZDC-91-2024
REFER TO LANDSCAPE ARCHITECTS PLAN FOR TREE
LOCATIONS AND PLANTING SCHEDULE



R H A
ROBERT HIDEY ARCHITECTS
2307604 04/28/2025

EXHIBIT B - DETAILED SITE PLAN

(11)



- 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

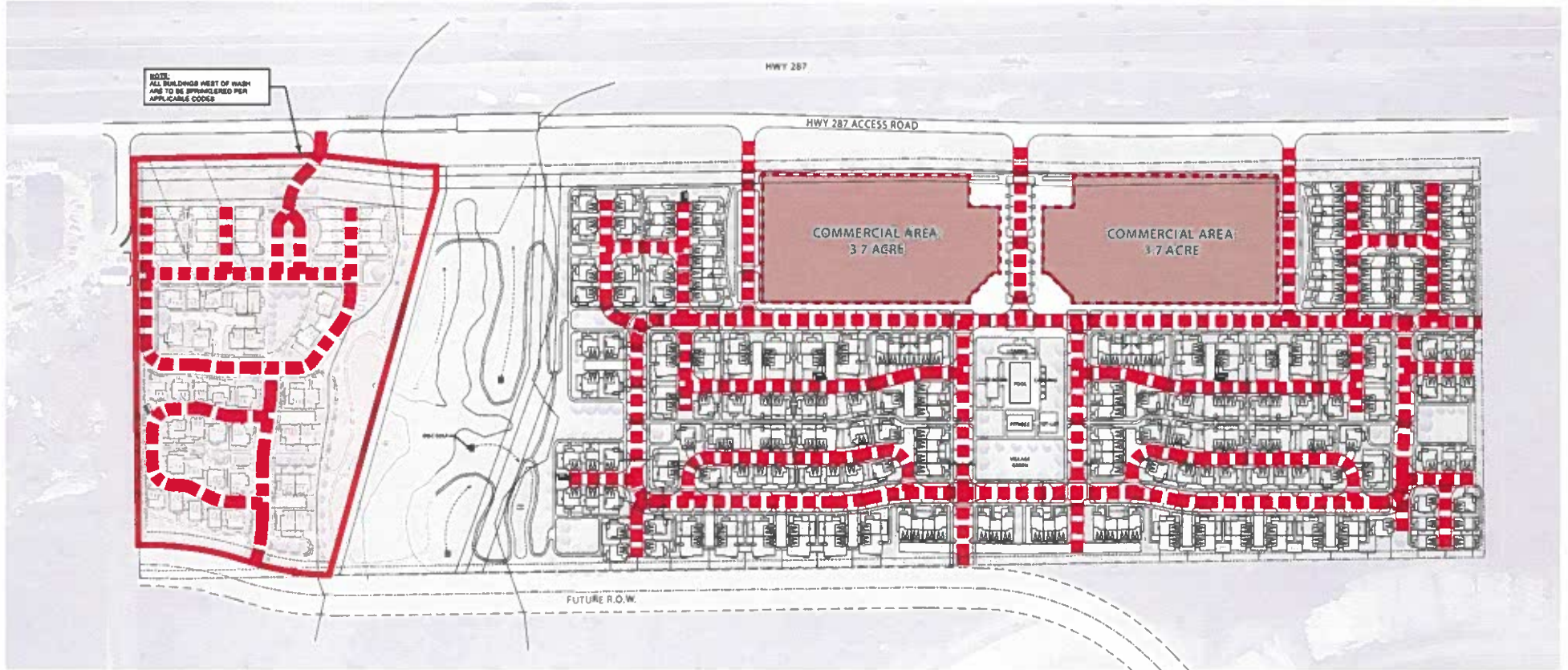
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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EXHIBIT B - DETAILED SITE PLAN

(11)



LEGEND - CONTEXT

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

FIRE DIAGRAM

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

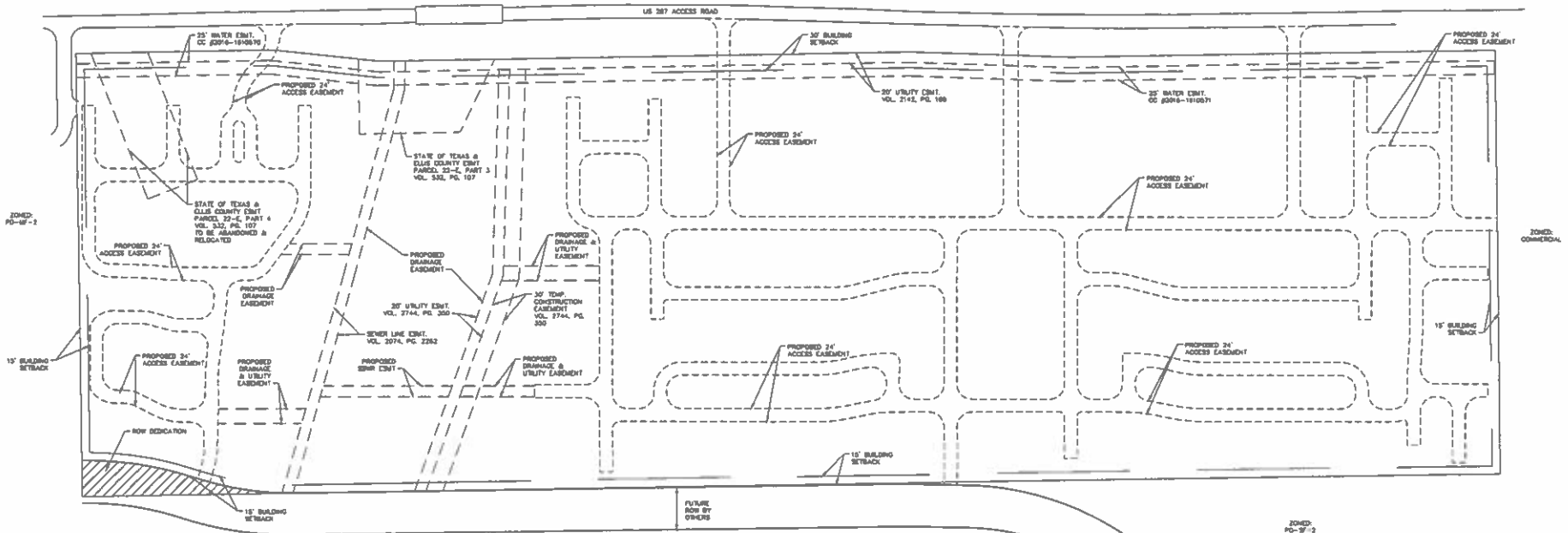


EXHIBIT A - FIRE DIAGRAM

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

EXHIBIT B - DETAILED SITE PLAN



SETBACK & EASEMENT EXHIBIT

Waxahachie Site

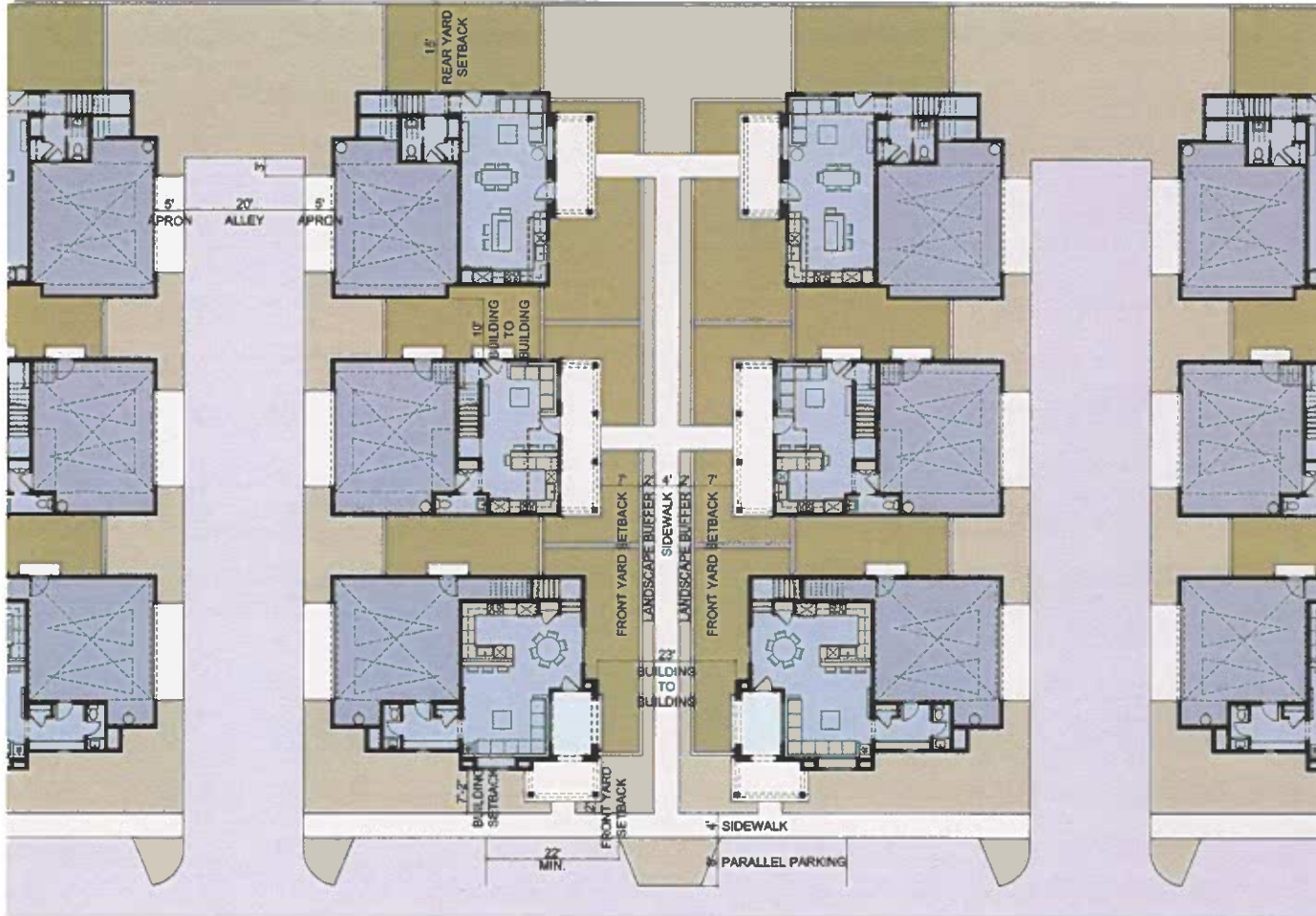
Waxahachie, Texas
April 2025

DATE: 4/15/25
DRAWN: [Name]
CHECKED: [Name]
APPROVED: [Name]

Kimley Horn

6180 Watson Parkway
Suite 200
Ft. Worth, TX 76234
P 817-335-3680
State of Texas Registration No. F-428

This plan is a preliminary drawing and should not be used for construction without the approval of the engineer. It is subject to change without notice.



FIRST FLOOR

EXHIBIT A - SETBACK EXHIBIT, SFD PRODUCT 1

WAXAHACHIE SITE

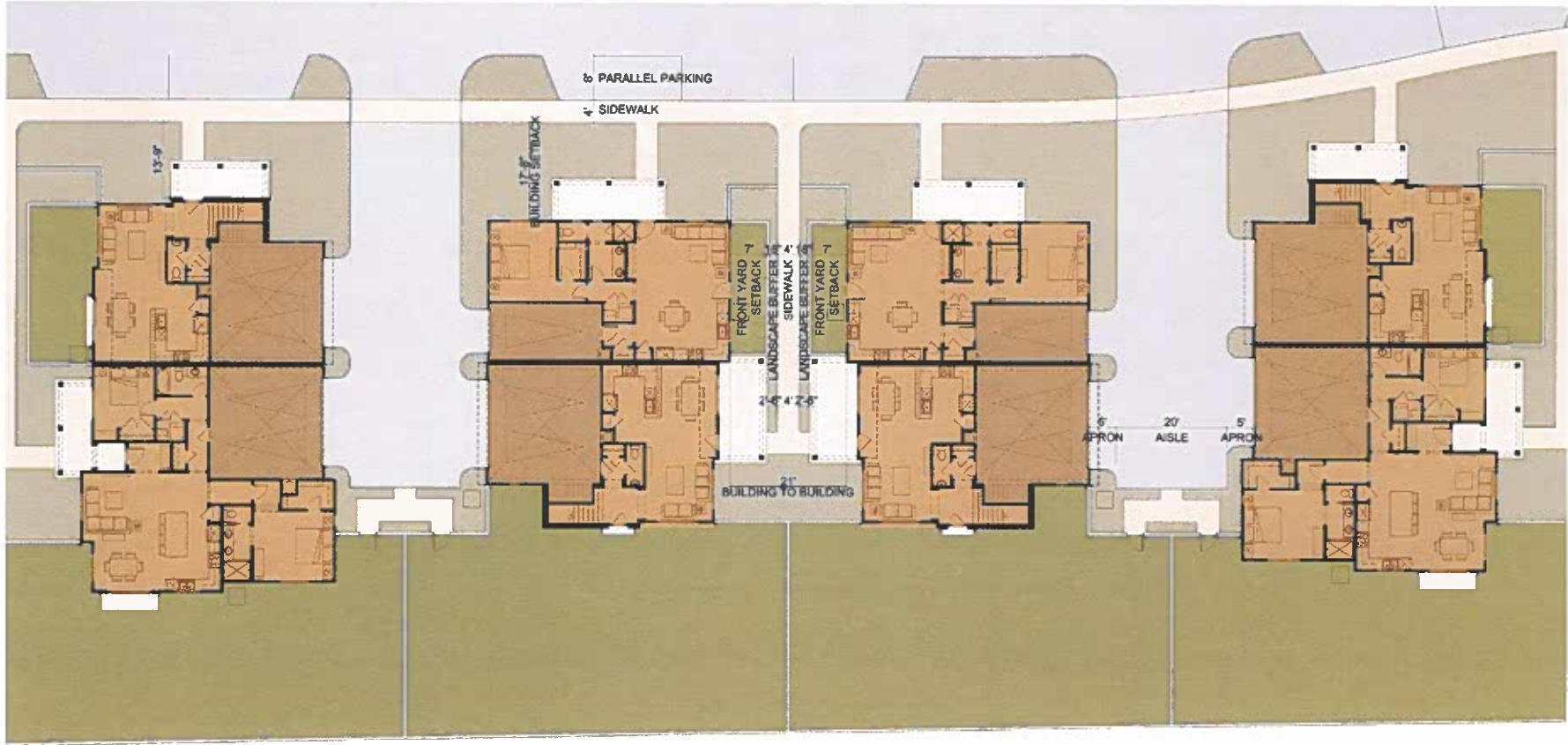
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

SFD PRODUCT 1
PARTIAL SITE PLAN



R H A

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23076.04 04/28/2025



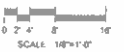
FIRST FLOOR

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

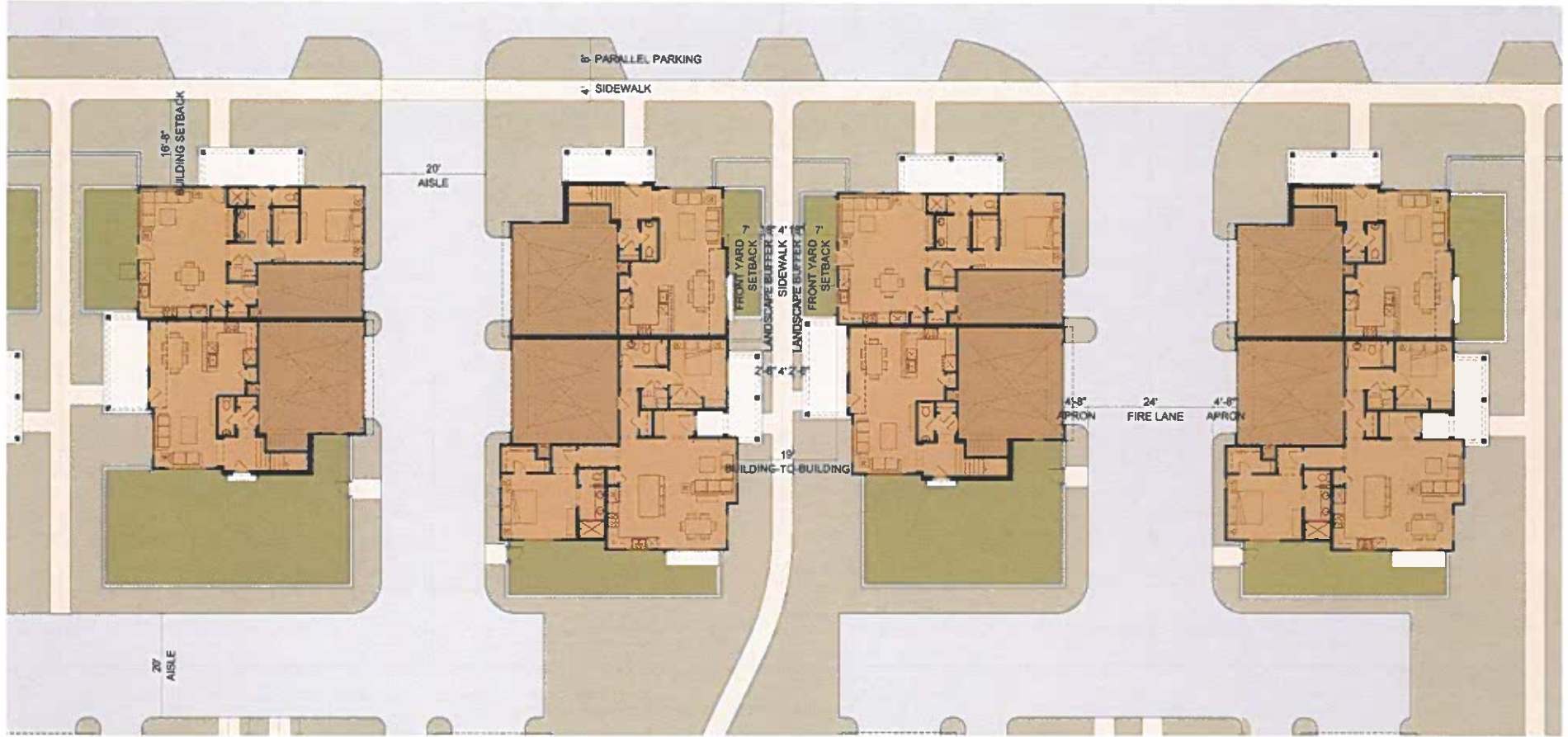
WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

DUPLEX - PRODUCT 2
FLOOR PLAN



(11)



FIRST FLOOR

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

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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DUPLEX - PRODUCT 2
FLOOR PLAN

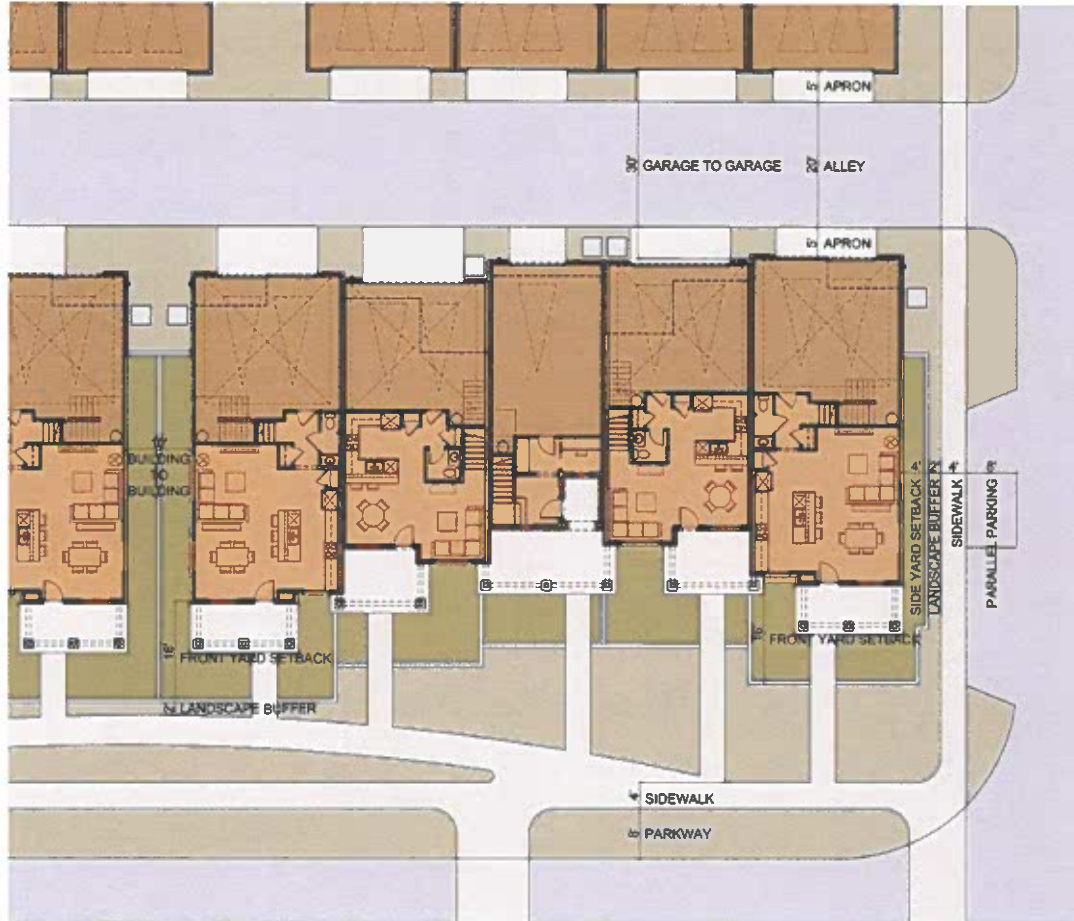


R H A
ROBERT HIDEY ARCHITECTS
23076.04 04/28/2025

EXHIBIT B - DETAILED SITE PLAN



(11)



FIRST FLOOR

TOWNHOUSE - PRODUCT 3
BUILDING 5 FLOOR PLAN

EXHIBIT A - SETBACK EXHIBIT, TOWNHOUSE PRODUCT 3

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

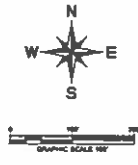


SCALE: 1/8"=1'-0"

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

(11)

EXHIBIT B - DETAILED SITE PLAN



LEGEND	
—	24' MAIN ACCESS ROAD (PRIVATE)
—	24' FIRE LANE (PRIVATE)
—	24' ALLEYWAY (PRIVATE)

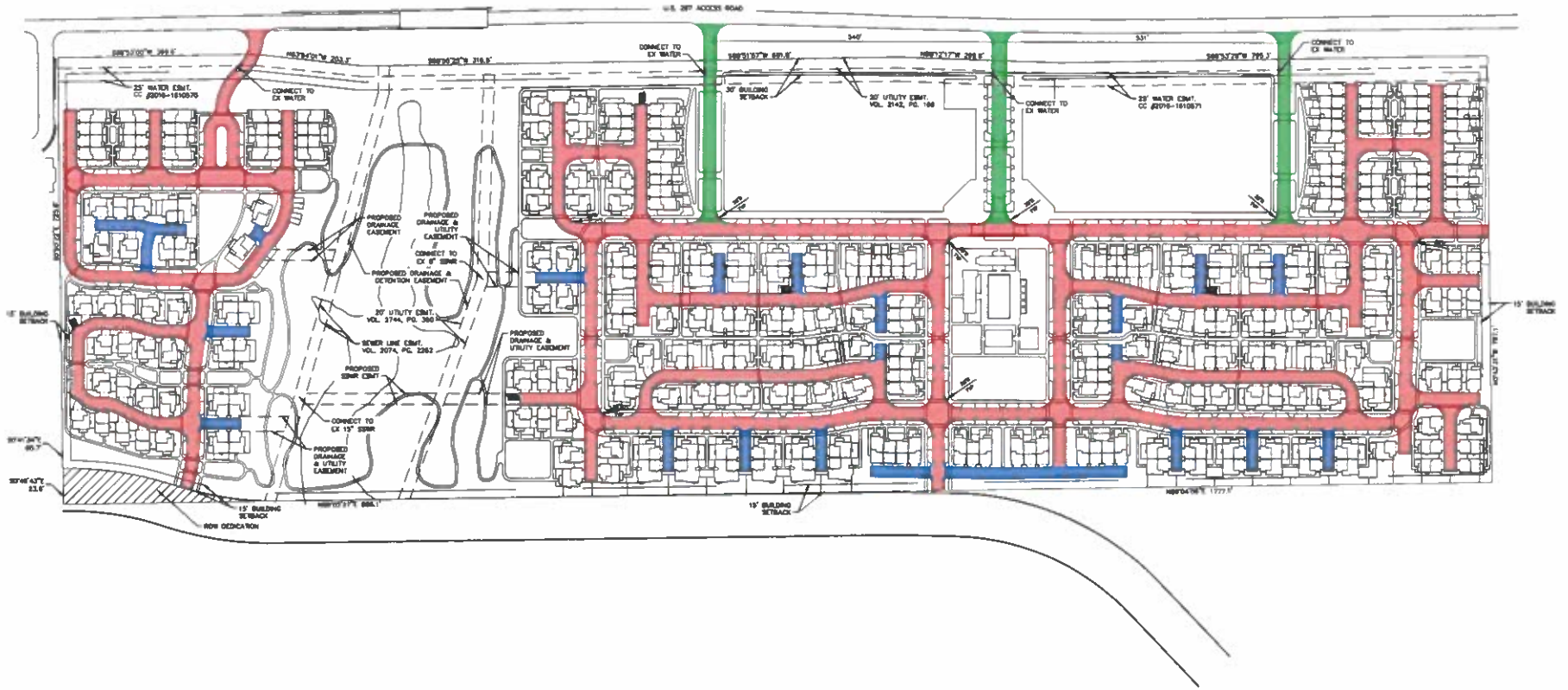


EXHIBIT B
CONCEPTUAL ENGINEERING PLAN
Waxahachie 49
 Waxahachie, Texas
 April 2025

Kimley-Horn
 8180 Western Parkway
 Suite 200
 Frisco, TX 75034
 P 972-335-3593
 State of Texas Registration No. F-828

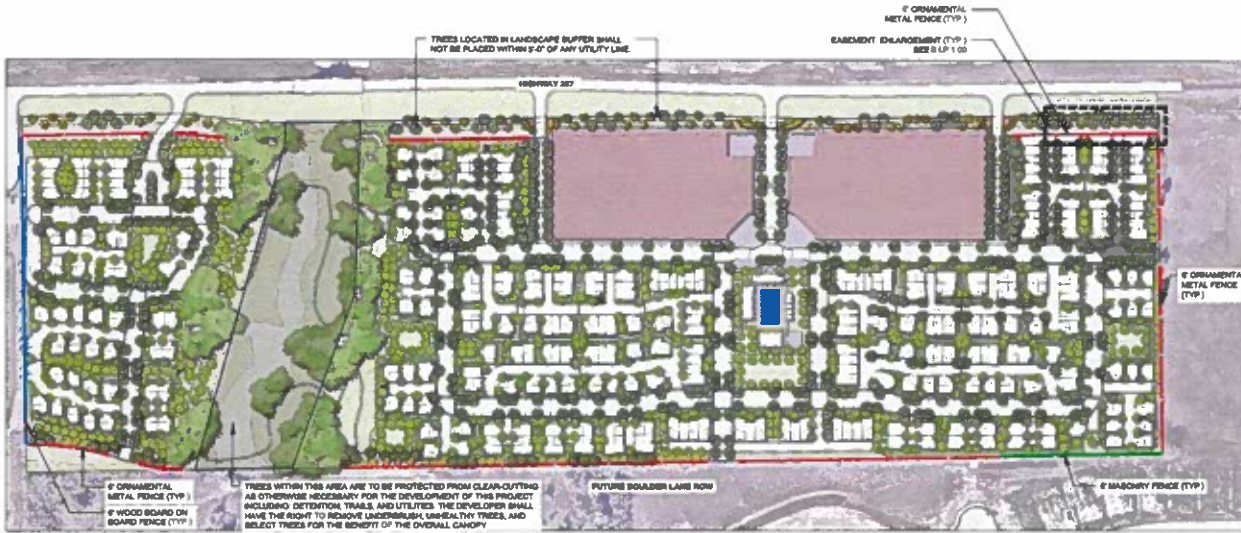
DATE: 04/15/2025
 PROJECT: WAXAHACHIE 49
 SHEET: EXHIBIT B - DETAILED SITE PLAN
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

(11)

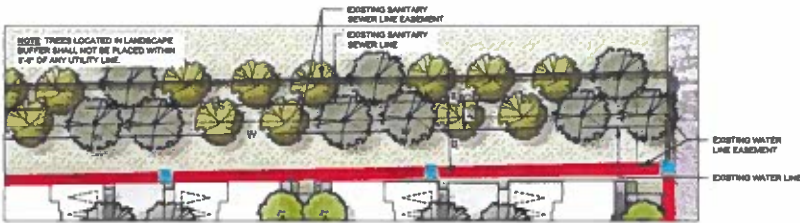
EXHIBIT C - LANDSCAPE PLAN

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 WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 3 UNIT BUILDINGS (CITY: 95)

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	
	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	2,380 SF + 0.50 = 690 SF	65,530 SF
PLANTING REQUIREMENTS		
2 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	2 LARGE TREES	190 LARGE TREES
3 UNDERSTORY TREE PER 250 SF	3 UNDERSTORY TREES	295 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	1,335 SF

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 2 UNIT BUILDINGS (CITY: 64)

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	
	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	1,189 SF	51,436 SF
PLANTING REQUIREMENTS		
2 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	2 LARGE TREES	132 LARGE TREES
3 UNDERSTORY TREE PER 250 SF	3 UNDERSTORY TREES	270 UNDERSTORY TREES
1 SHRUB PER 70 SF	17 SHRUBS	748 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	176 SF	7,164 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	24 SF	1,024 SF

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 3 UNIT BUILDINGS (CITY: 81)

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	
	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	1,794 SF	10,764 SF
PLANTING REQUIREMENTS		
1 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	4 CANOPY TREES	24 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	1 UNDERSTORY TREES	48 UNDERSTORY TREES
1 SHRUB PER 70 SF	26 SHRUBS	156 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	270 SF	1,430 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	36 SF	216 SF

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 4 UNIT BUILDINGS (CITY: 133)

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	
	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	2,315 SF	30,795 SF
PLANTING REQUIREMENTS		
2 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	5 CANOPY TREES	45 LARGE TREES
3 UNDERSTORY TREE PER 250 SF	30 UNDERSTORY TREES	190 UNDERSTORY TREES
1 SHRUB PER 70 SF	34 SHRUBS	442 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	348 SF	4,524 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	47 SF	611 SF

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 5 UNIT BUILDINGS (CITY: 31)

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	
	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	2,705 SF	13,525 SF
PLANTING REQUIREMENTS		
1 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	6 CANOPY TREES	30 LARGE TREES
3 UNDERSTORY TREE PER 250 SF	18 UNDERSTORY TREES	52 UNDERSTORY TREES
1 SHRUB PER 70 SF	39 SHRUBS	195 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	406 SF	7,030 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	55 SF	275 SF

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 6 UNIT BUILDINGS (CITY: 2)

LANDSCAPE REQUIREMENTS	REQUIRED BY EACH UNIT	
	REQUIRED BY EACH UNIT	REQUIRED PER UNIT TYPE
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	3,096 SF	6,192 SF
PLANTING REQUIREMENTS		
2 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	7 LARGE TREES	14 LARGE TREES
3 UNDERSTORY TREE PER 250 SF	18 UNDERSTORY TREES	32 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 WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS
OVERALL SITE TOTAL (ALL UNIT TYPES)

LANDSCAPE REQUIREMENTS	REQUIRED		PROVIDED	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	177,243 SF	177,543 SF	177,243 SF	177,242 SF
PLANTING REQUIREMENTS				
2 LARGE TREE (MIN. 4" CALIPER) PER 500 SF	458 LARGE TREES	458 LARGE TREES	458 LARGE TREES	458 LARGE TREES
3 UNDERSTORY TREE PER 250 SF	270 UNDERSTORY TREES	270 UNDERSTORY TREES	270 UNDERSTORY TREES	270 UNDERSTORY TREES
1 SHRUB PER 70 SF	2,281 SHRUBS	2,281 SHRUBS	2,281 SHRUBS	2,281 SHRUBS
GROUND COVER - 15% OF REQUIRED AREA	26,728 SF	26,728 SF	26,728 SF	26,728 SF
SEASONAL COLOR - 2% OF REQUIRED AREA	1,807 SF	1,807 SF	1,807 SF	1,807 SF
OPEN SPACE AREA	264,000 SF	264,000 SF	264,000 SF	264,000 SF

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS

LANDSCAPE REQUIREMENTS	REQUIRED		PROVIDED	
	REQUIRED	PROVIDED	REQUIRED	PROVIDED
LANDSCAPE BUFFER SOUTH (FUTURE SHOULDER LAWS 4.0 IN.)	57 LARGE TREES	57 LARGE TREES	57 LARGE TREES	57 LARGE TREES
LANDSCAPE BUFFER NORTH (HIGHWAY 387)	90 LARGE TREES	90 LARGE TREES	90 LARGE TREES	90 LARGE TREES

Kimley»Horn
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 1100 BARBER PARKWAY, SUITE 210, FORT WORTH, TEXAS 76104
 WWW.KIMLEY-HORN.COM
 TEXAS REGISTERED PROFESSIONAL ENGINEER F-6781

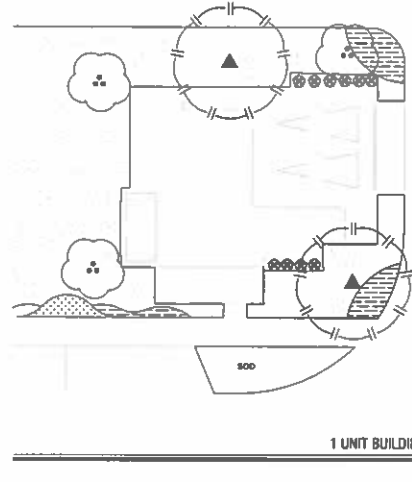
NOT FOR CONSTRUCTION

OVERALL UNIT CALCULATIONS

RRAF WAXAHACHIE 49
 CITY OF WAXAHACHIE, TEXAS

EXHIBIT C - LANDSCAPE PLAN

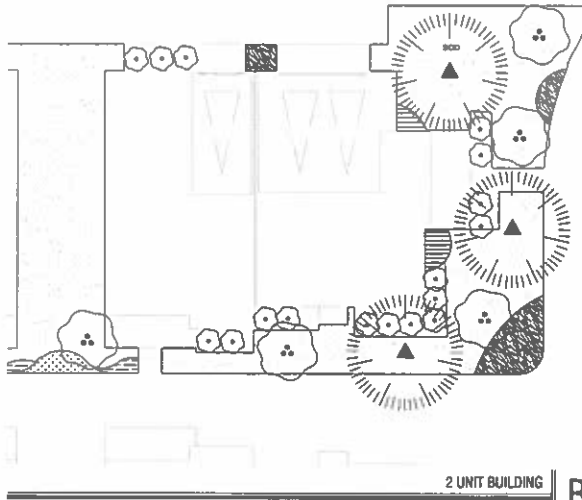
Revised: 11/20/2020. All dimensions and notes are subject to change without notice. All dimensions are in feet unless otherwise noted. All dimensions are to the centerline of the building unless otherwise noted. All dimensions are to the centerline of the building unless otherwise noted. All dimensions are to the centerline of the building unless otherwise noted.



CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 1 UNIT BUILDINGS (QTY: 95)		
LANDSCAPE REQUIREMENTS		
REQUIRED BY EACH UNIT	PROVIDED	
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE 1,380 SF + 0.50 = 690 SF	690 SF	1,372 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 70 SF	10 SHRUBS	10 SHRUBS
GROUND COVER: 15% OF REQUIRED AREA	104 SF	133 SF
SEASONAL COLOR: 2% OF REQUIRED AREA	14 SF	34 SF

PLANT SCHEDULE 1 UNIT BUILDING

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
TREES					
(Symbol)	PC	2	Palmetto alligator / Chinese Palmetto	4" cal. 12" H, 14" W, 4" dia	Full, Straight Single Leader
ORNAMENTAL TREE					
(Symbol)	OT	2	Carolina allspice / Boston Hedge	7" cal. 10" H, 6" dia	Full, Single Leader
SHRUBS					
(Symbol)	SH	10	Sea spray / Carolina Holly	14" H, 12" dia, 20" dia	Full
GROUND COVERS					
(Symbol)	GC	25	Muhlenbergia setacea var. drummondii / Turfgrass	4" H, 6" dia, 30" dia	Full
(Symbol)	GC	24	Beeswing/Color seasonal color	12" H, 12" dia, 12" dia	Full
MISC					
(Symbol)	GC	750	Common Buckhorn / Common sedge	300 mil. white light with some blue/purple, 100% wood, stems, and soil free	



CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 2 UNIT BUILDINGS (QTY: 44)		
LANDSCAPE REQUIREMENTS		
REQUIRED BY EACH UNIT	PROVIDED	
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE 2,317 SF + 0.50 = 1,159 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 70 SF	17 SHRUBS	17 SHRUBS
GROUND COVER: 15% OF REQUIRED AREA	176 SF	205 SF
SEASONAL COLOR: 2% OF REQUIRED AREA	24 SF	32 SF

PLANT SCHEDULE 2 UNIT BUILDING

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
TREES					
(Symbol)	OR	1	Queen shalimar / Shalimar Post Oak	3" cal. 14" H, 14" dia	Full, Straight Single Leader
ORNAMENTAL TREE					
(Symbol)	VC	6	White allspice / Chinese Tree	6" H, 6" dia	Full, Multi-Trunk
SHRUBS					
(Symbol)	SH	17	Sea spray / Carolina Holly	20" H, 24" dia, 40" dia	Full
GROUND COVERS					
(Symbol)	GC	25	Beeswing/Color seasonal color	4" H, 6" dia, 30" dia	Full, 1 gallon min.
(Symbol)	GC	24	Beeswing/Color seasonal color	12" H, 12" dia, 12" dia	Full, 1 gallon min.
(Symbol)	GC	25	Muhlenbergia setacea var. drummondii / Turfgrass	4" H, 6" dia, 30" dia	Full
(Symbol)	GC	24	Beeswing/Color seasonal color	12" H, 12" dia, 12" dia	Full
MISC					
(Symbol)	GC	750	Common Buckhorn / Common sedge	300 mil. white light with some blue/purple, 100% wood, stems, and soil free	



NO.	REVISIONS	DATE

Kimley»Horn
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6110 WAXAHACHIE PARKWAY, SUITE 210, FREDERICK, TEXAS 75116
PHONE: 940.399.1100
WWW.KIMLEY-HORN.COM
TEXAS REGISTERED PROFESSIONAL ENGINEER / 4926

NOT FOR CONSTRUCTION

PROJECT NO: 2020-001
DATE: 04/15/2020
SCALE: AS SHOWN
EXAMINED BY: [Signature]
DRAWN BY: [Signature]
CHECKED BY: LMK

LANDSCAPE PLAN
1 UNIT & 2 UNIT

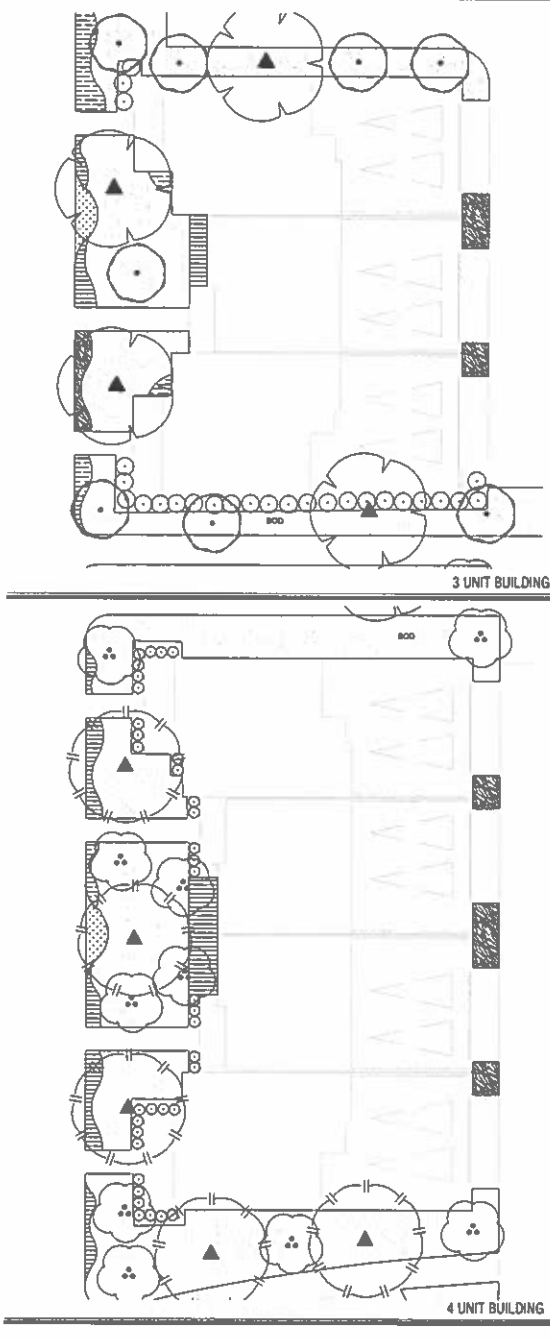
RRAF WAXAHACHIE 49
CITY OF WAXAHACHIE, TEXAS

SHEET NUMBER
LP 1.01

EXHIBIT C

EXHIBIT C - LANDSCAPE PLAN

(11)

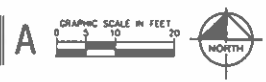


CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS - 3 UNIT BUILDINGS (QTY: 1)

LANDSCAPE REQUIREMENTS		REQUIRED BY EACH UNIT	PROVIDED
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPED		1,794 SF	1,981 SF
3,589 SF ± 0.50 = 1,794 SF			
PLANTING REQUIREMENTS		4 LARGE TREES	4 LARGE TREES
1 LARGE TREE (MIN. 4" CALIPER) PER 500 SF		8 UNDERSTORY TREES	8 UNDERSTORY TREES
1 UNDERSTORY TREE PER 250 SF		26 SHRUBS	26 SHRUBS
1 SHRUB PER 70 SF		292 SF	292 SF
GROUND COVER: 15% OF REQUIRED AREA		269 SF	400 SF
SEASONAL COLOR: 2% OF REQUIRED AREA		36 SF	

PLANT SCHEDULE 3 UNIT BUILDING

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
TREES					
	UT	4	Ulmus americana / Cedar Elm	7' min. 14" H, 6" DBH	Pub. Single Leader
ORNAMENTAL TREE					
	LD	4	Liquidambar styraciflua / Sweetgum	7' min. 14" H, 6" DBH	Pub. Single Leader
SHRUBS					
	ABE	26	Abelia x grandiflora / Chinese Abelia	30" H, 14" sp, 30" dia	Pub.
GROUND COVERS					
	BLP	21	Berberis thunbergii / Japanese Barberry	7" H, 9" sp, 12" dia	Pub. 1 gallon min.
	LR	21	Liriodendron tulipifera / Yellow Pencil	12" H, 12" sp, 14" dia	Pub. 1 gallon min.
	ABE	21	Andropogon glaucus var. glaucus / Turf's top	7" H, 9" sp, 30" dia	Pub.
	BO	26	Boraginaceae color var. color	12" H, 12" sp, 12" dia	Pub.
MISC					
	BOO	700	Common Berberis / Queen's clematis	White oak, white light with wood also pink, 100% wood, stems, and just tree	

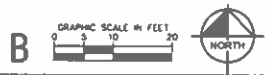


CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS - 4 UNIT BUILDINGS (QTY: 1)

LANDSCAPE REQUIREMENTS		REQUIRED BY EACH UNIT	PROVIDED
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPED		2,315 SF	2,594 SF
4,630 SF ± 0.50 = 2,315 SF			
PLANTING REQUIREMENTS		3 CANOPY TREES	3 CANOPY TREES
1 LARGE TREE (MIN. 8" CALIPER) PER 500 SF		30 UNDERSTORY TREES	30 UNDERSTORY TREES
1 UNDERSTORY TREE PER 250 SF		34 SHRUBS	34 SHRUBS
1 SHRUB PER 70 SF		349 SF	349 SF
GROUND COVER: 15% OF REQUIRED AREA		47 SF	100 SF
SEASONAL COLOR: 2% OF REQUIRED AREA			

PLANT SCHEDULE 4 UNIT BUILDING

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
TREES					
	PC	3	Platanus occidentalis / Common Plane	7' min. 12"-14" H, 6" DBH	Pub. Single Leader
ORNAMENTAL TREE					
	CT	10	Carya tomentosa / Eastern Redbud	7' min. 14" H, 6" DBH	Pub. Single Leader
SHRUBS					
	HRB	34	Hippocrepis perforata / Red Yucca	14" H, 12" sp, 30" dia	Pub.
GROUND COVERS					
	BLP	21	Berberis thunbergii / Japanese Barberry	7" H, 9" sp, 12" dia	Pub. 1 gallon min.
	LR	21	Liriodendron tulipifera / Yellow Pencil	12" H, 12" sp, 14" dia	Pub. 1 gallon min.
	ABE	0	Andropogon glaucus var. glaucus / Turf's top	7" H, 9" sp, 30" dia	Pub.
	BO	36	Boraginaceae color var. color	12" H, 12" sp, 12" dia	Pub.
MISC					
	BOO	700	Common Berberis / Queen's clematis	White oak, white light with wood also pink, 100% wood, stems, and just tree	



NO. PROJECT	DATE	SCALE	REVISION BY	DATE
04/20/2005	06/12/2005	A/E SHOWN	BTM	
DESIGNED BY	DRAWN BY	CHECKED BY	LUC	
LANDSCAPE PLAN				
3 UNIT & 4 UNIT				
RRAF WAXAHACHIE 49				
CITY OF WAXAHACHIE, TEXAS				
SHEET NUMBER				DATE
LP 1.02				

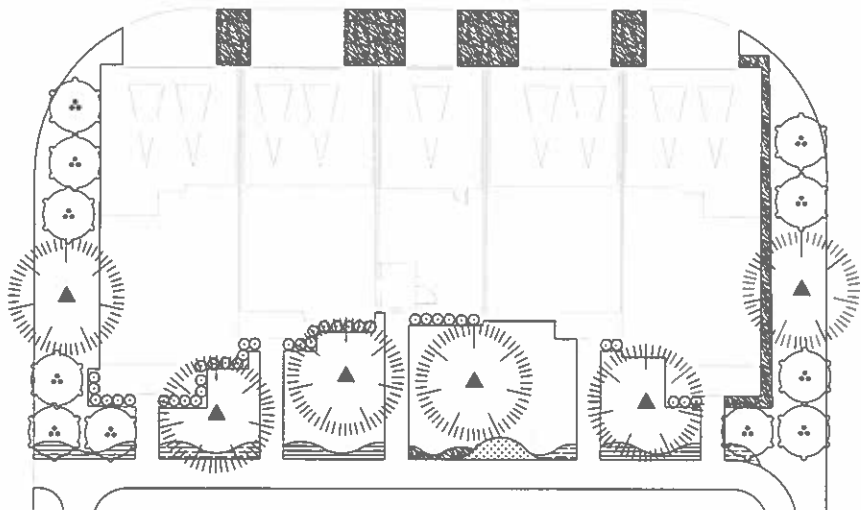
Kimley»Horn
 © 2005 KIMLEY-HORN AND ASSOCIATES, INC.
 6710 WARDEN ROAD, SUITE 214, FRODO, TEXAS 79044
 PHONE: 817-333-3000
 TEXAS REGISTERED ENGINEERING FIRM # 428

NOT FOR CONSTRUCTION

EXHIBIT C

(11)

EXHIBIT C - LANDSCAPE PLAN

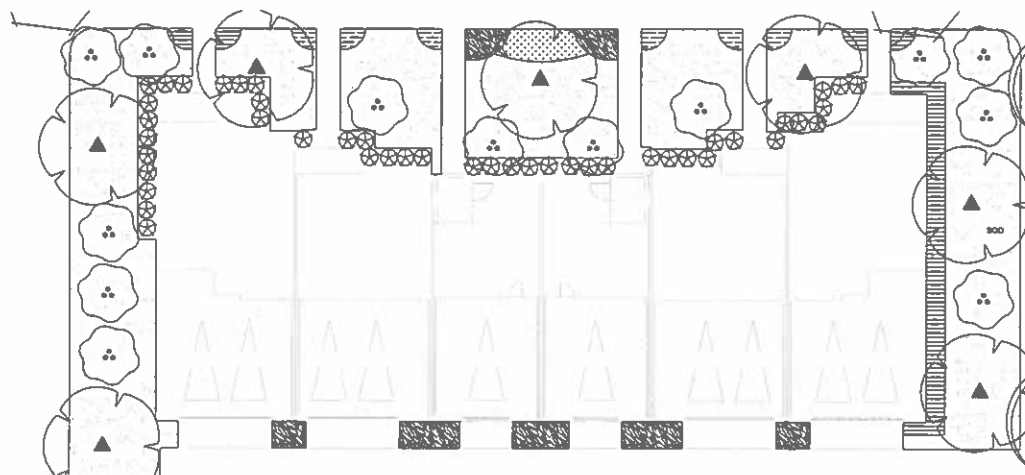
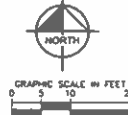


5 UNIT BUILDING A

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 5 UNIT BUILDINGS (QTY: 5)		
LANDSCAPE REQUIREMENTS		
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	REQUIRED BY EACH UNIT	PROVIDED
5,410 SF ± 0.50 ± 2,705 SF	2,705 SF	2,154 SF
PLANTING REQUIREMENTS		
1 LARGE TREE (MIN 4" CALIPER) PER 500 SF	6 LARGE TREES	6 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	11 UNDERSTORY TREES	11 UNDERSTORY TREES
1 SHRUB PER 70 SF	39 SHRUBS	39 SHRUBS
GROUND COVER: 15% OF REQUIRED AREA	406 SF	616 SF
SEASONAL COLOR: 2% OF REQUIRED AREA	75 SF	60 SF

PLANT SCHEDULE 5 UNIT BUILDING

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
TREES					
	05	6	Quercus shumardii / Shumard Red Oak	2" min. dbh, 8' tall	Pub. Straight Single Leader
ORNAMENTAL TREE					
	09	11	Chionodoxa lutea / Chionodoxa	8" dbh, 6' tall	Pub. Multi-Trunk
SHRUBS					
	08	39	Hydrangea paniculata / Panicle Hydrangea	12" dbh, 12' tall	Pub.
GROUND COVERS					
	00P	207	Bouteloua curtipendula / Prairie Blue Stem	12" tall, 12' wide	Pub. 1 gallon min.
	00L	94	Liatris scariosa / Liatris	12" tall, 12' wide	Pub. 1 gallon min.
	00S	18	Stachytaraxa trifolium var. densiflorum / Turfgrass	4" tall, 8' wide	Pub.
	00D	88	Stachytaraxa trifolium var. densiflorum	12" tall, 12' wide	Pub.
MISC					
	00D	780	Quercus shumardii / Quercus shumardii	6" dbh min, 8' tall with 100% cover, 100% cover, 100% cover, and post tree	

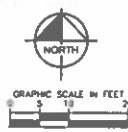


6 UNIT BUILDING B

CITY OF WAXAHACHIE LANDSCAPE REQUIREMENT CALCULATIONS: 6 UNIT BUILDINGS (QTY: 2)		
LANDSCAPE REQUIREMENTS		
50% OF TOTAL AREA REQUIRED TO BE LANDSCAPE	REQUIRED BY EACH UNIT	PROVIDED
6,192 SF ± 0.50 ± 3,096 SF	3,096 SF	4,542 SF
PLANTING REQUIREMENTS		
1 LARGE TREE (MIN 4" CALIPER) PER 500 SF	7 LARGE TREES	7 LARGE TREES
1 UNDERSTORY TREE PER 250 SF	16 UNDERSTORY TREES	16 UNDERSTORY TREES
1 SHRUB PER 70 SF	45 SHRUBS	45 SHRUBS
GROUND COVER: 15% OF REQUIRED AREA	465 SF	592 SF
SEASONAL COLOR: 2% OF REQUIRED AREA	62 SF	70 SF

PLANT SCHEDULE 6 UNIT BUILDING

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SPECIFICATIONS	REMARKS
TREES					
	05	7	Quercus shumardii / Shumard Red Oak	2" min. dbh, 8' tall	Pub. Straight Single Leader
ORNAMENTAL TREE					
	09	16	Chionodoxa lutea / Chionodoxa	8" dbh, 6' tall	Pub. Multi-Trunk
SHRUBS					
	08	45	Hydrangea paniculata / Panicle Hydrangea	12" dbh, 12' tall	Pub.
GROUND COVERS					
	00P	120	Bouteloua curtipendula / Prairie Blue Stem	12" tall, 12' wide	Pub. 1 gallon min.
	00L	120	Liatris scariosa / Liatris	12" tall, 12' wide	Pub. 1 gallon min.
	00S	24	Stachytaraxa trifolium var. densiflorum / Turfgrass	4" tall, 8' wide	Pub.
	00D	70	Stachytaraxa trifolium var. densiflorum	12" tall, 12' wide	Pub.
MISC					
	00D	780	Quercus shumardii / Quercus shumardii	6" dbh min, 8' tall with 100% cover, 100% cover, 100% cover, and post tree	



DATE: _____
 REVISIONS: _____
 No. _____

Kimley-Horn
 © 2023 KIMLEY-HORN AND ASSOCIATES, INC.
 6180 WAXAHACHIE PARKWAY, SUITE 204, FRODO, TEXAS 75044
 PHONE: 817-331-3000
 TEXAS REGISTERED ENGINEERING FIRM # 6228

NOT FOR CONSTRUCTION

DATE:	DATE:	DATE:	DATE:
SCALE:	SCALE:	SCALE:	SCALE:
DESIGNED BY:	DESIGNED BY:	DESIGNED BY:	DESIGNED BY:
CHECKED BY:	CHECKED BY:	CHECKED BY:	CHECKED BY:

LANDSCAPE PLAN
5 UNIT & 6 UNIT

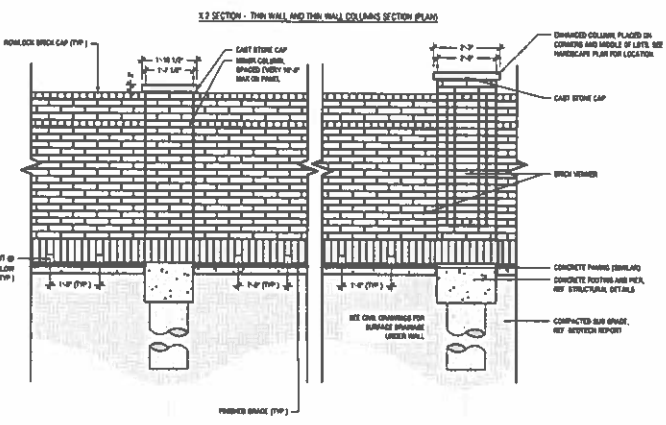
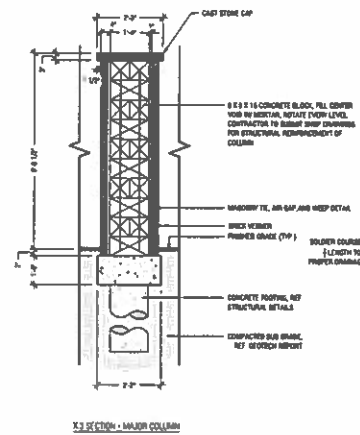
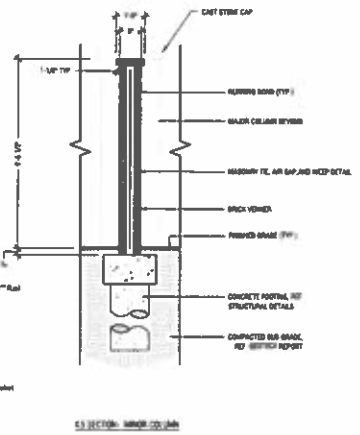
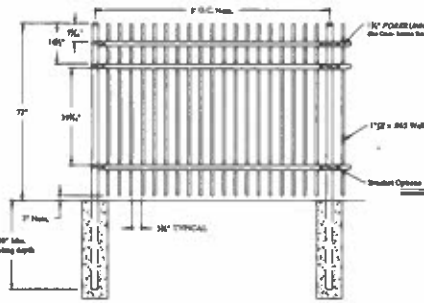
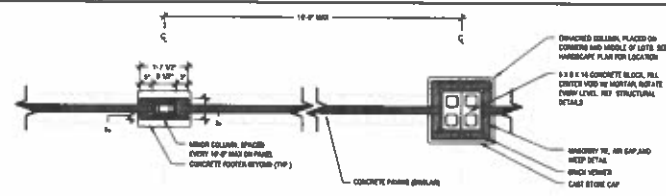
RRAF WAXAHACHIE 49
CITY OF WAXAHACHIE, TEXAS

EXHIBIT C - LANDSCAPE PLAN

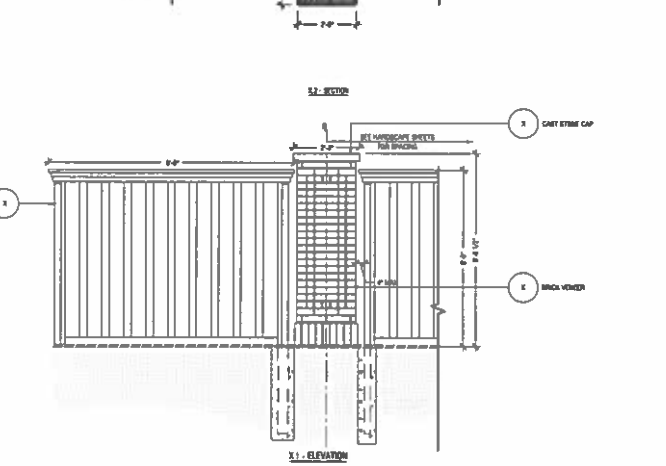
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NOTE:
THESE DETAILS (INSERT DETAIL LETTER(S)) ARE INTENDED TO SHOW DESIGN INTENT ONLY. THE CONTRACTOR SHALL PREPARE SHOP DRAWINGS, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, FOR REVIEW AND APPROVAL BY THE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

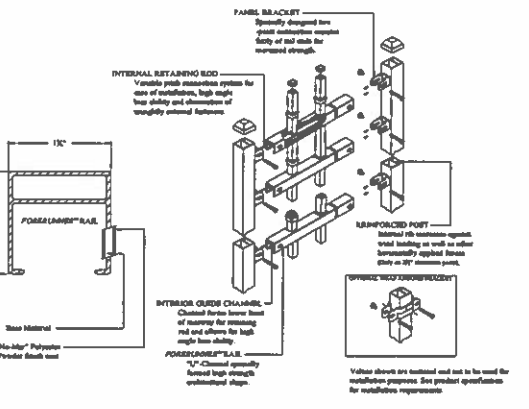
NOTE:
STRUCTURAL ENGINEERING BY OTHERS
CONTRACTOR SHALL PROVIDE SIGNED AND SEALED SHOP DRAWINGS FOR APPROVAL BY LANDSCAPE ARCHITECT.



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



6\"/>



6\"/>

Kimley»Horn
© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
6160 WARREN PARKWAY, SUITE 210, FRENCH, TX 75043
PHONE: 972-350-0000
WWW.KIMLEY-HORN.COM

PROJECT NAME	
DATE	04/15/2024
SCALE	AS SHOWN
DESIGNED BY	
CHECKED BY	

FENCE DETAILS

EXHIBIT

EXHIBIT C
SHEET NUMBER
LH 3.01



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

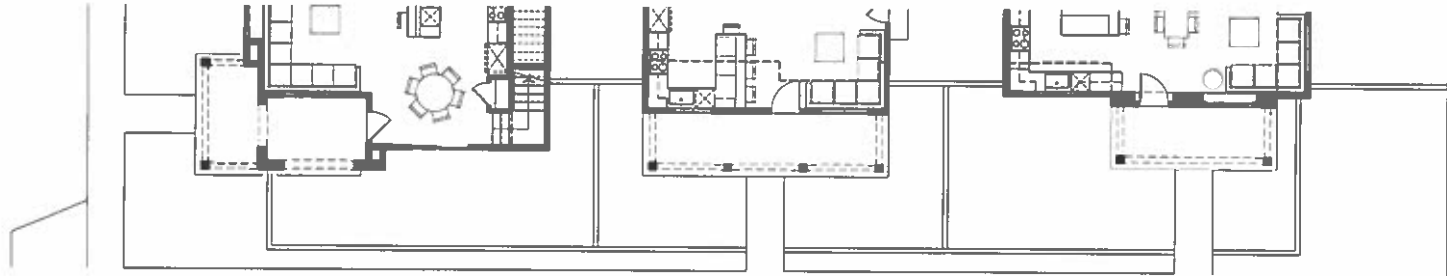
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

SFD PRODUCT 1
CONCEPTUAL RENDERING

EXHIBIT D - ELEVATION/FACADE PLAN



(11)



PLAN 3C

PLAN 1A

PLAN 2B

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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SFD PRODUCT 1
STREETSCENE



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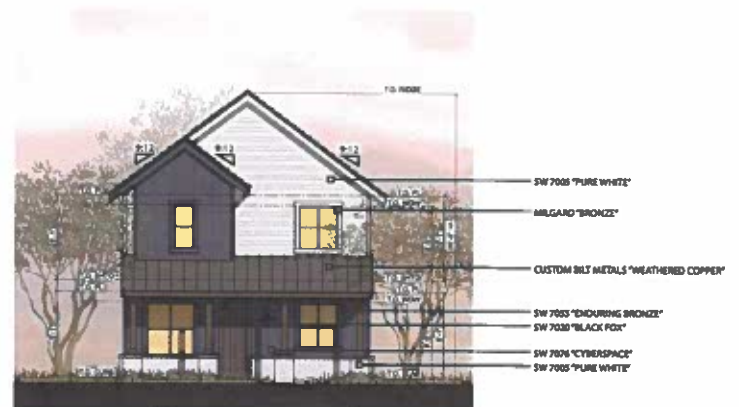
EXHIBIT D - ELEVATION/FACADE PLAN



(11)



RIGHT



FRONT

- SW 7005 "PURE WHITE"
- MILGARD "BRONZE"
- CUSTOM BILT METALS "WEATHERED COPPER"
- SW 7055 "ENDURING BRONZE"
- SW 7030 "BLACK PDX"
- SW 7024 "CYBERSPACE"
- SW 7005 "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
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SFD PRODUCT 1
PLAN 1A ELEVATIONS



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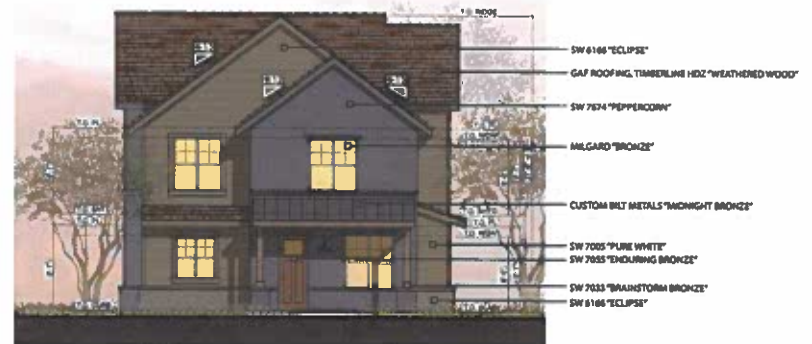
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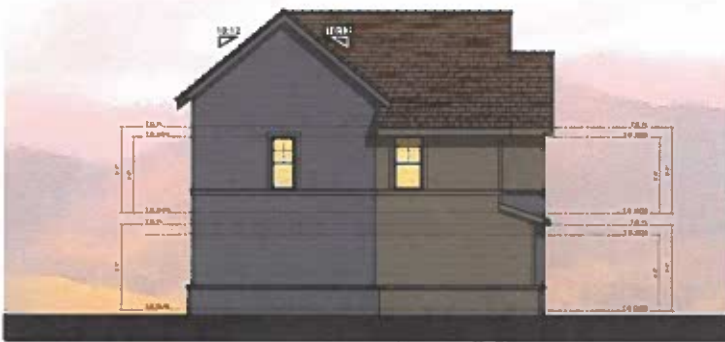
(11)



RIGHT



FRONT



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

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SFD PRODUCT 1
PLAN 2B ELEVATIONS



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EXHIBIT D - ELEVATION/FACADE PLAN



(11)



RIGHT



FRONT

- TO ROOF
- GAF ROOFING TIMBERLINE HOZ "MISSION BROWN"
- SW 7042 "SHILOH WHITE"
- MILGARD "BRONZE"
- SW 7504 "KEYSTONE GRAY"
- CUSTOM BILT METALS "MUSKET"
- SW 7545 "PINK"



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 SUBMITTA_#03

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SFD PRODUCT 1
PLAN 3C ELEVATIONS





DUPLEX PRODUCT 2
CONCEPTUAL RENDERING

WAXAHACHIE SITE

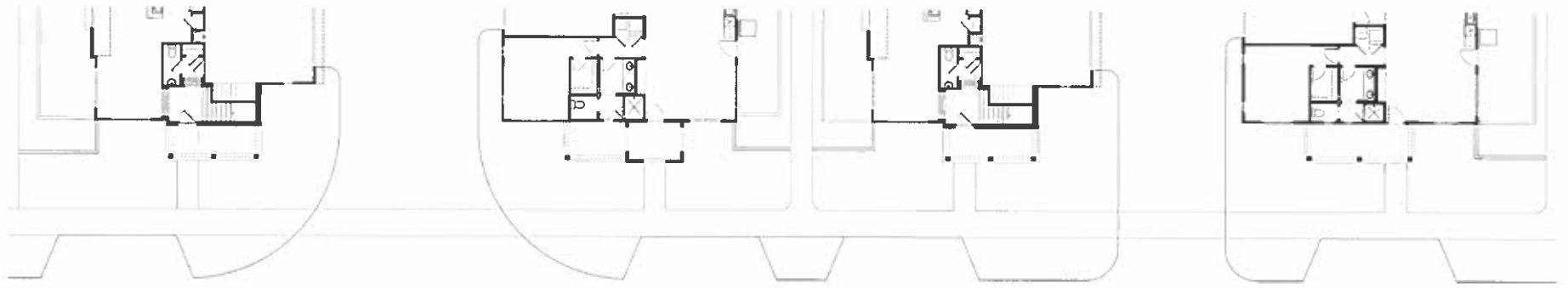
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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23076D4 04/21/2023

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



BUILDING 2B

BUILDING 1C

BUILDING 1D

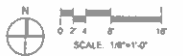
BUILDING 2C

EXHIBIT D - ELEVATION/FACADE PLAN



WAXAHACHIE SITE
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

DUPLEX PRODUCT 2
STREETSCENE



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23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

WAXAHACHIE SITE
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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BUILDING 1B	
WALL MATERIAL	96
HARDIE PLANK SIDING	56
BRICK	44
TOTAL WALL AREA	100

DUPLEX PRODUCT 2
BUILDING 1B



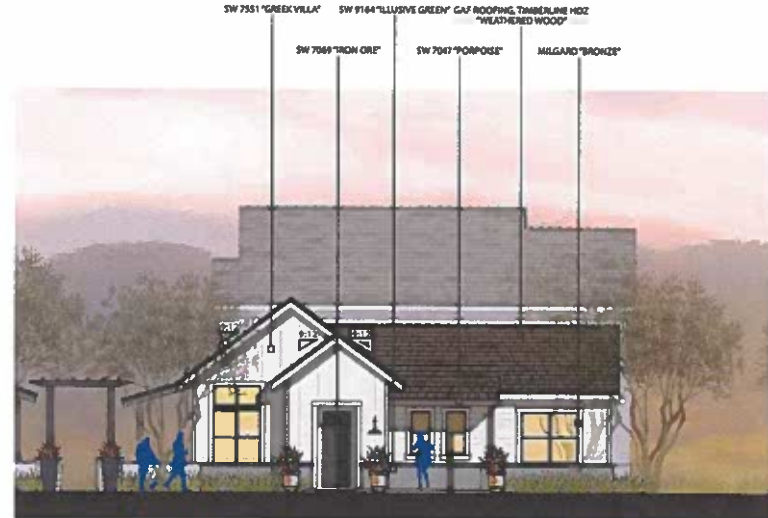
R H A
ROBERT HIDEY ARCHITECTS
2307604 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

WAXAHACHIE SITE
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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BUILDING 1C	
WALL MATERIAL	96
HARDIE PLANK SIDING	56
BRICK	44
TOTAL WALL AREA	100

DUPLEX PRODUCT 2
BUILDING 1C



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23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

WAXAHACHIE SITE
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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

DUPLEX PRODUCT 2
BUILDING 1D



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EXHIBIT D - ELEVATION/FACADE PLAN

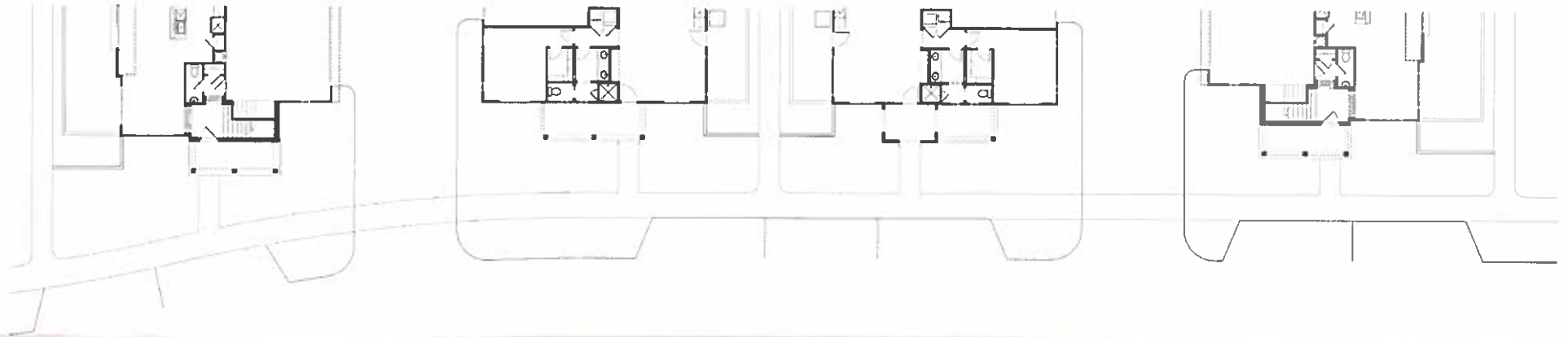
WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

DUPLEX PRODUCT 2
CONCEPTUAL RENDERING

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



BUILDING 2A

BUILDING 1B

BUILDING 2D

BUILDING 1C

EXHIBIT D - ELEVATION/FACADE PLAN



WAXAHACHIE SITE

WAXAHACHIE, TEXAS
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DUPLEX - PRODUCT 2
STREETSCENE



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23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

BUILDING 2B	
WALL MATERIAL	96
HARDIE PLANK SIDING	86
BRICK	14
TOTAL WALL AREA	100

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
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DUPLEX PRODUCT 2
BUILDING 2B



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EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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BUILDING 2C	
WALL MATERIAL	96
HARDIE PLANK SIDING	86
BRICK	14
TOTAL WALL AREA	100

**DUPLEX PRODUCT 2
BUILDING 2C**



R H A
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23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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

DUPLEX PRODUCT 2
BUILDING 2D



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23076.04 04/23/2025



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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TOWNHOUSE - PRODUCT 3
CONCEPTUAL RENDERING

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(11)



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

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TOWNHOUSE - PRODUCT 3
CONCEPTUAL RENDERING



23076.04 04/23/2015

EXHIBIT D - ELEVATION/FACADE PLAN

(11)

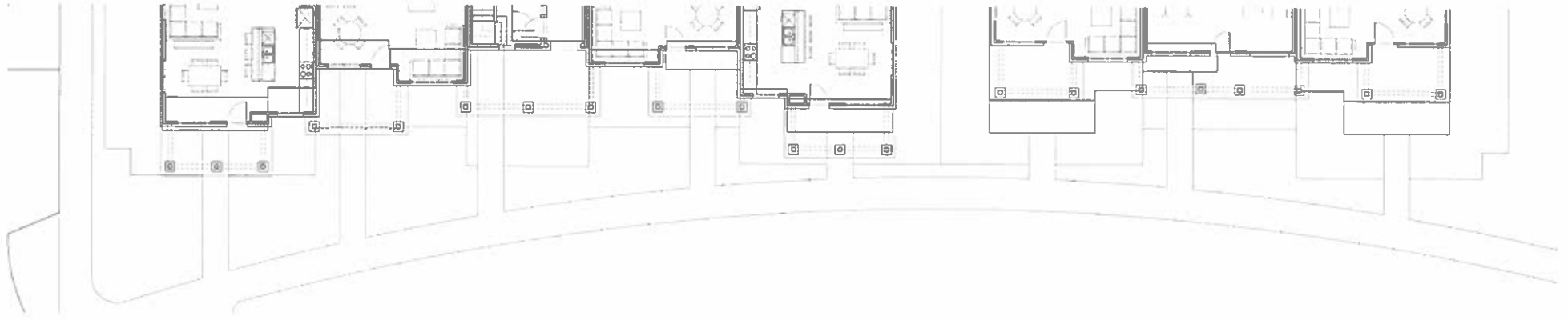


EXHIBIT D - ELEVATION/FACADE PLAN

BUILDING 5

BUILDING 3



WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

**TOWNHOUSE - PRODUCT 3
STREETSCENE**



SCALE: 3/16"=1'-0"

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

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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BUILDING 3	
WALL MATERIAL	96
HARDIE PLANK SIDING	76
BRICK	24
TOTAL WALL AREA	100

TOWNHOUSE - PRODUCT 3
BUILDING 3 ELEVATIONS



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

EXHIBIT D - ELEVATION/FACADE PLAN



(11)



RIGHT



FRONT



LEFT



REAR

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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

TOWNHOUSE - PRODUCT 3
BUILDING 4A ELEVATIONS



R H A
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23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



SW 7545 "PIER" MILGARD "BRONZE" SW 6173 "COCOON" SW 7042 "SHOJI WHITE"
 SW 7042 "SHOJI WHITE" SW 7504 "KEYSTONE GRAY" GAF ROOFING, TIMBERLINE HDZ "MISSION BROWN" CUSTOM BILT METALS "MUSKET"



RIGHT



FRONT



LEFT



REAR

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

TOWNHOUSE - PRODUCT 3
 BUILDING 4B ELEVATIONS



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
 PD SUBMITTA #03

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



RIGHT



FRONT



LEFT



REAR

EXHIBIT D - ELEVATION/FACADE PLAN

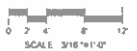
WAXAHACHIE SITE

WAXAHACHIE, TEXAS
 PD SUBMITTAL #03

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

TOWNHOUSE - PRODUCT 3
 BUILDING 5A ELEVATIONS



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 SUBM.TTAL #03

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BUILDING 5	
WALL MATERIAL	96
HARDIE PLANK SIDING	75
BRICK	75
TOTAL WALL AREA	100

TOWNHOUSE - PRODUCT 3
BUILDING 5B ELEVATIONS



SCALE: 3/16"=1'-0"

R H A

ROBERT HIDEY ARCHITECTS
23076.04 04/23/2025

EXHIBIT D - ELEVATION/FACADE PLAN



(11)



RIGHT



FRONT



LEFT



REAR

EXHIBIT D - ELEVATION/FACADE PLAN

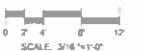
WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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BUILDING 6	
WALL MATERIAL	96
HARDIE PLANK SIDING	77
BRICK	23
TOTAL WALL AREA	100

TOWNHOUSE - PRODUCT 3
BUILDING 6A ELEVATIONS



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

EXHIBIT D - ELEVATION/FACADE PLAN



(11)



RIGHT



FRONT



LEFT



REAR

EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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

TOWNHOUSE - PRODUCT 3
BUILDING 6B ELEVATIONS



R H A
ROBERT HIDEY ARCHITECTS
23076.04 04/23/2025
26

EXHIBIT D - ELEVATION/FACADE PLAN

(11)



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

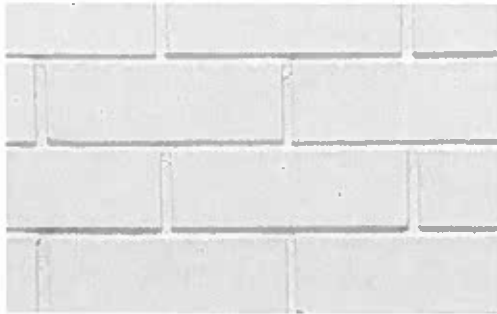
BODY COLOR 1
SW 7757 "HIGH REFLECTIVE WHITE"



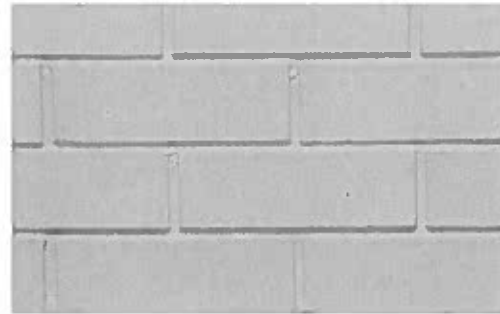
BODY COLOR 2
SW 7036 "ACCESSIBLE BEIGE"



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.

(11)

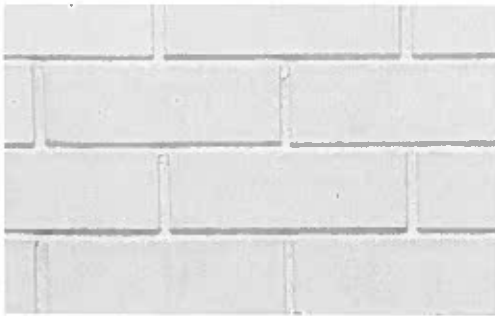
BODY COLOR 1
SW 7005 "PURE WHITE"



BODY COLOR 2
SW 7076 "CYBERSPACE"



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



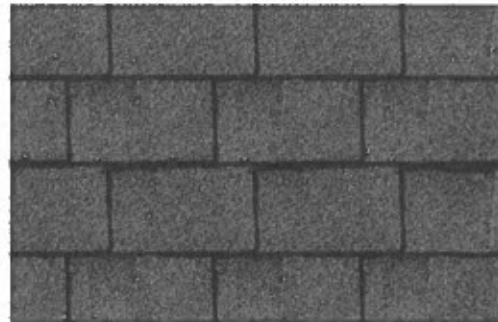
PAINTED BRICK 2
ACME BRICK, KING SIZE, SMOOTH TEXTURE
SW 7076 "CYBERSPACE"



PATIO FASCIA AND POSTS
SW 7055 "ENDURING BRONZE"



COMPOSITE ROOF
GAF ROOFING, TIMBERLINE HDZ "BARKWOOD"



FRONT DOOR
SW 7020 "BLACK FOX"



WINDOW TRIM
MILGARD "BRONZE" OR SIMILAR



METAL ROOF
CUSTOM BILT METALS "WEATHERED COPPER" OR SIMILAR



SCHEME 2
SINGLE FAMILY ELEVATIONS

EXHIBIT D - ELEVATION/FACADE PLAN

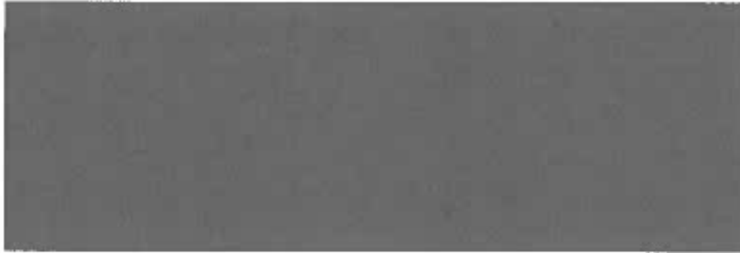
WAXAHACHIE
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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

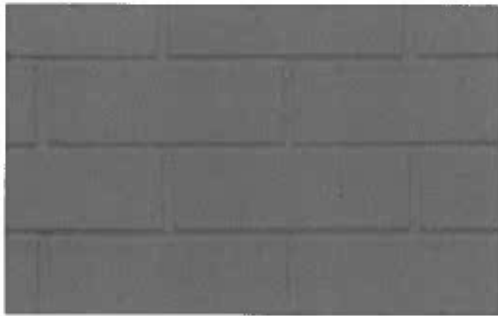
BODY COLOR 1
SW 6166 "ECLIPSE"



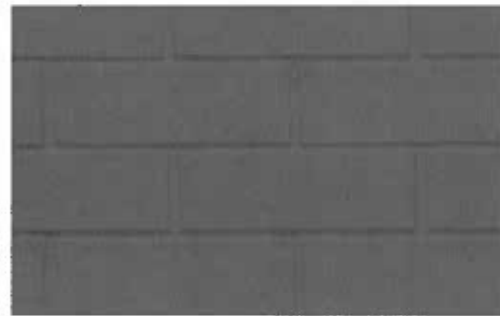
BODY COLOR 2
SW 7674 "PEPPERCORN"



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"



FRONT DOOR
SW 7055 "ENDURING BRONZE"



WINDOW TRIM
MILGARD "BRONZE" OR SIMILAR



COMPOSITE ROOF
GAF ROOFING, TIMBERLINE HDZ "WEATHERED WOOD"



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.

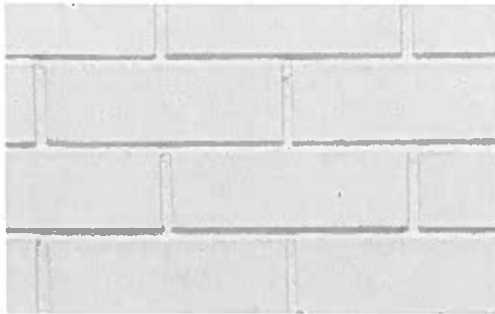
BODY COLOR 1
SW 7551 "GREEK VILLA"



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

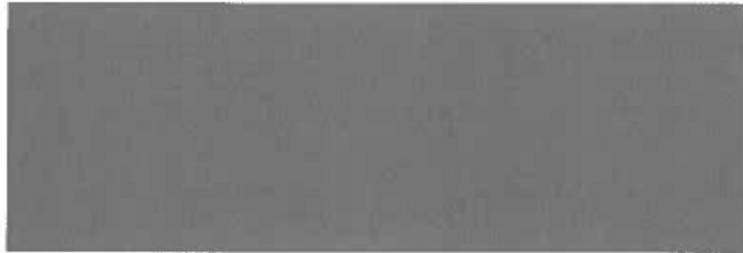
SCHEME 4
DUPLEX ELEVATIONS

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

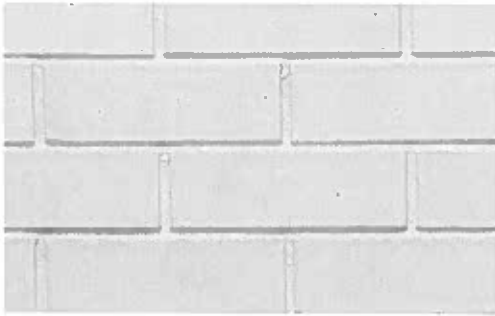
BODY COLOR 1
SW 7005 "PURE WHITE"



BODY COLOR 2
SW 6187 "ROSEMARY"



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



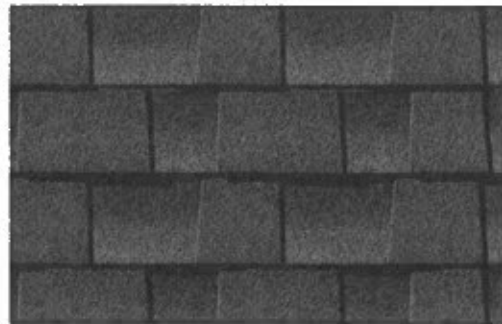
PAINTED BRICK 2
ACME BRICK, KING SIZE, SMOOTH TEXTURE
SW 6187 "ROSEMARY"



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
DUPLEX ELEVATIONS

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

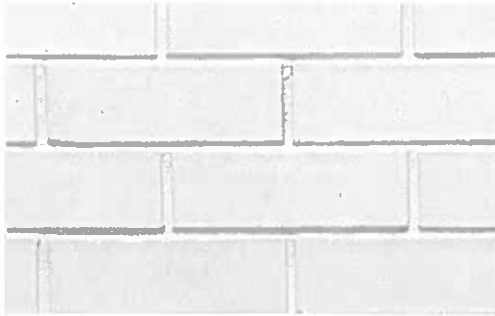
BODY COLOR 1
SW 7009 "PEARLY WHITE"



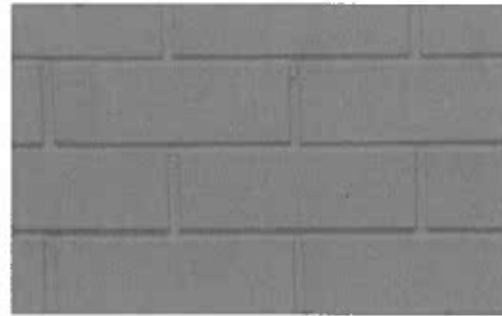
BODY COLOR 2
SW 7067 "CITYSCAPE"



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"



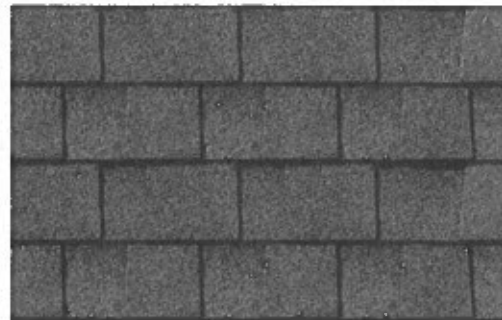
FRONT DOOR
SW 7675 "SEALSKIN"



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

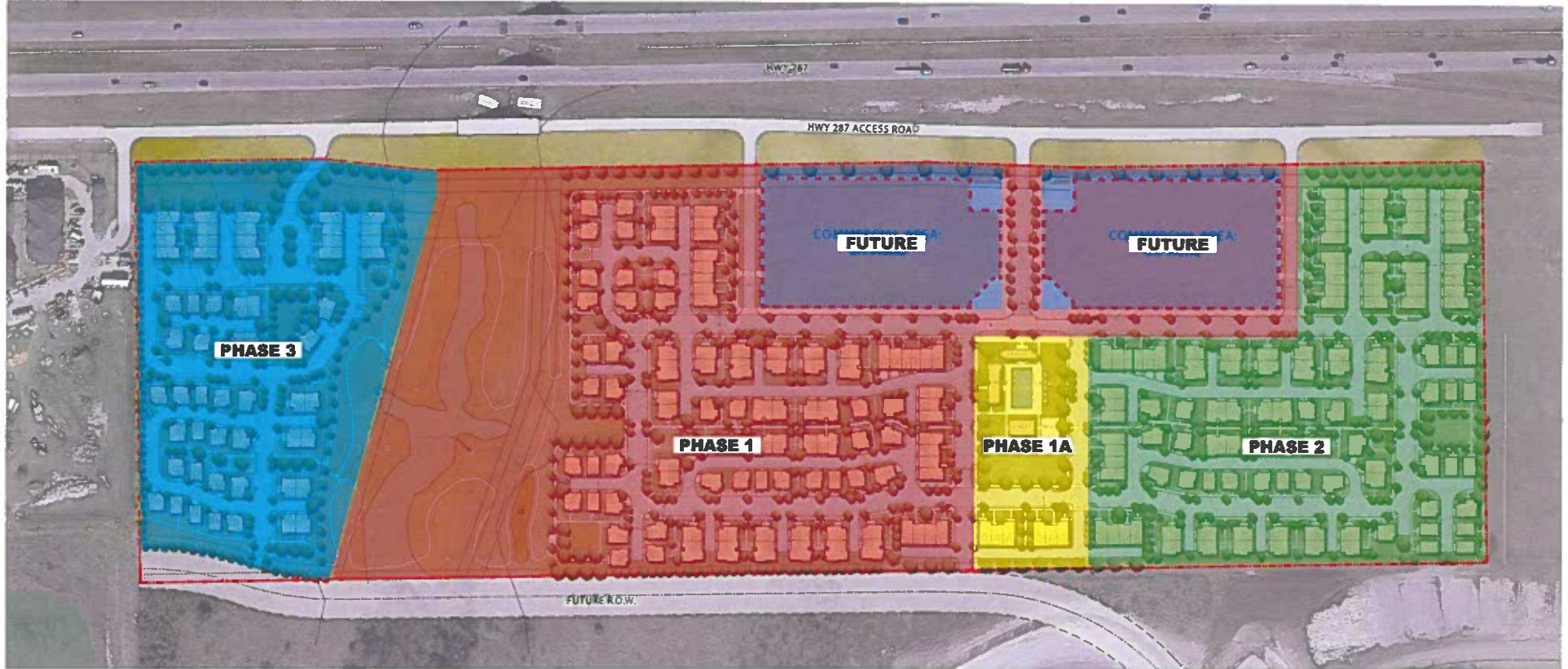
WAXAHACHIE
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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

(IV)



PHASING PLAN

WAXAHACHIE SITE
WAXAHACHIE, TEXAS
PD SUBMITTAL #03

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

EXHIBIT F - SITE RENDERINGS

(11)



EXHIBIT D - ELEVATION/FACADE PLAN

WAXAHACHIE SITE

WAXAHACHIE, TEXAS
PD SUBMITTAL #03

(11)

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

(12)

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]

(12)

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: _____

(12)

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: _____

(12)

EXHIBIT A

(Property Legal Description)

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

(12)

EXHIBIT B

(Building Materials/Elevations)

Planning & Zoning Department

(13)

Zoning Staff Report

Case: ZDC-24-2025



MEETING DATE(S)

Planning & Zoning Commission: October 28, 2025
City Council: November 17, 2025

CAPTION

Public Hearing on a request by Matthew Smith, Darwood Partners, for a **Zoning Change** from a General Retail (GR) zoning district to Planned Development – Neighborhood Services (PD-NS) zoning district located directly east of 365 Broadhead Road (Property ID(s): 242234, 231109 – Owner(s): WP Legacy LTD (ZDC-24-2025)

RECOMMENDED MOTION

"I move to approve of ZDC-24-2025, a Zoning Change from a General Retail (GR) zoning district to a Planned Development – Neighborhood Services (PD-NS) zoning district, subject to the conditions 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 October 28, 2025, the Commission voted 6-0 to recommend approval, subject to the conditions of the staff report and the following items:

1. The Applicant shall limit any window coverings to 25% and not allow any window coverings to obstruct the cash-handling area(s).
2. The Applicant shall amend the PD Standards to state that the alarm and security systems shall be monitored and connected to a licensed security provider and to provide public safety authority.

APPLICANT REQUEST

The Applicant requests a Zoning Change from a General Retail (GR) zoning district to Planned Development – Neighborhood Services (PD-NS) zoning district to facilitate the development of a 7-Eleven.

CASE INFORMATION

Applicant: Matthew Smith, Darwood Partners
Property Owner(s): WP Legacy, LTD
Site Acreage: 6.721 acres
Current Zoning: General Retail (GR)
Requested Zoning: Planned Development – Neighborhood Services (PD-NS)

SUBJECT PROPERTY

General Location: Directly east of 365 Broadhead Road
Parcel ID Number(s): 231109, 242234

Existing Use: The subject property is currently undeveloped

Development History: The subject property is not platted

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	PD-MF-2, PD-SF-2	The Hamilton at Garden Valley, Garden Valley
East	GR	Undeveloped
South	PD-SF-2	Buffalo Ridge
West	PD-GR	Knights of Columbus

Future Land Use Plan: Residential Neighborhood

Comprehensive Plan: 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 Broadhead Road which is identified as a 100' Minor Arterial, and Garden Valley Parkway which is identified as an 80' Major Collector.

Site Image:



PLANNING ANALYSIS

The subject property was zoned to General Retail (GR) as part of the Garden Valley planned development in 2002 (ZA2002-21) to promote commercial development properties along the entrance corridor. The subject property is currently situated on an unplatted lot.

Previously, the Applicant submitted a Specific Use Permit (SUP) application to allow a Convenience Store with Gasoline Sales use (ZDC-139-2025). However, the SUP request was disapproved by City Council on December 2, 2024.

The Applicant is now proposing to rezone the subject property from General Retail (GR) zoning district to a Planned Development – Neighborhood Services (PD-NS) zoning district to lower the intensity of uses that would typically be allowed on the subject property under the GR zoning district but not the NS zoning district. Therefore, the Applicant proposes to rezone the subject property to allow non-residential uses on a smaller scale to serve the adjacent properties without compromising the characteristics of the existing development(s). This application includes a concept plan to reflect how the Owner visualizes for the subject property to be developed. A site plan application is required to be submitted for administrative approval prior to the development of each lot.

The Neighborhood Service (NS) Zoning District is defined as a limited retail category intended for the use of nearby neighborhood areas for the purpose of supplying day-to-day needs and personal services. Establishments should include small, freestanding retail structures, such as convenience stores and neighborhood oriented personal service establishments. Sites zoned NS should generally utilize an existing or small corner lot within a logical neighborhood area.

The Applicant has revised the proposed 7-Eleven proposal since the disapproval of the previous SUP request in 2024. Specifically, the proposal has been updated by shifting the structures towards the center of the western tract of land of the subject property. The Applicant has provided a different set of elevations/façade that utilizes over 80% of masonry throughout the building, and redesigned the structure to incorporate some of the existing architectural features of the adjacent subdivision (Garden Valley and Buffalo Ridge).

Proposed Use

The Applicant proposes to specifically allow for a Convenience Store with Gasoline Sales use with this PD request while maintaining other requirements of the existing NS zoning district. The proposed 7-Eleven is an approximately 4,800 square foot single-story building. The proposal includes a gasoline canopy with five (5) dual-sided pumps. The site plan proposed by the applicant includes a sufficient number of parking spaces to support the development.

Proposed Elevations

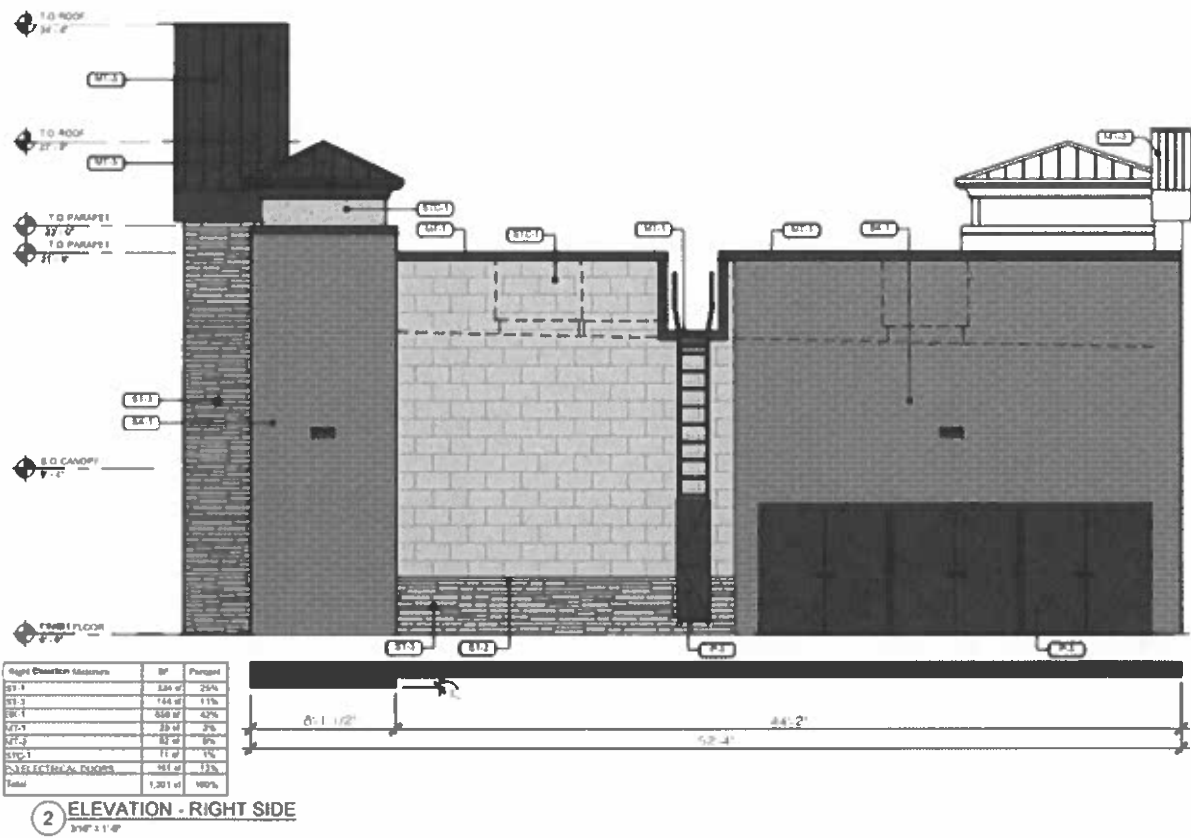
The Applicant has provided one set of elevations/façade. The proposed elevations/façade includes a combination of brick, stone, and stucco. The table below can be referenced for a look at the different type of materials being proposed for this development.

(13)

South Elevation:



East Elevation:



Access

The lot(s) located on the eastern and western sides of the subject property will both have one access point onto Garden Valley Parkway and one access point onto Broadhead Road. The subject property will have private drives covered by mutual access easements for cross access between lots. The access easements shall be dedicated by plat prior to each lot being developed. The Applicant also proposes to install pedestrian sidewalks along Garden Valley Parkway and Broadhead Road, connecting to the existing sidewalks. In addition, the Applicant is proposing to install 4' decorative iron fencing along the sidewalks located at all entrances and corners of both thoroughfares to provide a safety barrier for pedestrians, cyclists, and drivers, and to redirect traffic flow for pedestrians and cyclists.



Landscaping and Screening

The Applicant proposes to preserve the existing mature trees that are located within the subject property by acquiring more land to shift the proposed location of the structure and gas canopy to install required trees without disturbing the existing trees. The Applicant proposes to meet the landscape requirements as required. The Applicant proposes to construct an eight-foot (8') masonry screening wall and a 40' landscape buffer with installation of additional canopy trees adjacent to the Garden Valley neighborhood to the north to provide a buffer between the existing residential subdivision.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 39 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Daily Light, and a sign was visibly posted at the property. Staff has received four (4) letters in opposition and two (2) letters in support for the proposed Zoning Change request.

RECOMMENDATION

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 Zoning Change request subject to the conditions listed below.

Conditions:

1. A mutually agreed upon Development Agreement shall be required for the development and filed within thirty (30) calendar days of City Council approval.
2. The owner shall plat the subject property prior to the approval of the civil permit.
3. The Applicant shall update the naming of exhibits mentioned on the Development Standards to match the naming of exhibits on this Staff Report and resubmit to Staff.
4. The Applicant shall preserve the existing matured trees on the subject property. An Amendment to this PD shall be required to be approved by City Council in the event of the death or removal of trees required to be preserved during development of the property.
5. The Owner(s) of all lots shall provide maintenance for improvements located within the right-of-way as required.
6. The Applicant and/or Owner shall coordinate with the existing property owners prior to installing the eight-foot (8') masonry screening wall on Lot 3, in efforts to avoid having a space between the existing wood fence and the proposed masonry screening wall.
7. The Applicant shall submit a lighting and/or photometric plan in compliance with Section 6.03 of the Waxahachie Zoning Ordinance with Site Plan Application submittals.
8. The Applicant shall limit any window coverings to 25% and not allow any window coverings to obstruct the cash-handling area(s).
9. The Applicant shall amend the PD Standards to state that the alarm and security systems shall be monitored and connected to a licensed security provider and to provide public safety authority.
10. The Owner shall provide a permanent irrigation system for all required landscape areas shown on Exhibit D – Landscape Plan and maintain the landscaping required for screening at all times.
11. The Developer and Owner for the subject property shall be responsible for obtaining building permits per the City’s applicable rules and regulations governing such permits.

ATTACHED EXHIBITS

1. Public Notification Responses
2. Development Agreement
3. Planned Development Ordinance
4. Exhibit A – Location Map
5. Exhibit B – Elevations Plan/Building Materials
6. Exhibit C – Concept Plan
7. Exhibit D – Landscape Plan
8. Exhibit E – PD Development Standards
9. Exhibit F – Renderings

STAFF CONTACT INFORMATION

Prepared by:

Oanh Vu

Senior Planner

oanh.vu@waxahachie.com

Reviewed by:

Trenton Robertson, AICP

Senior Director of Planning

trenton.robertson@waxahachie.com



(13)

Mailed on
10/10/25
LMcCoy

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-24-2025

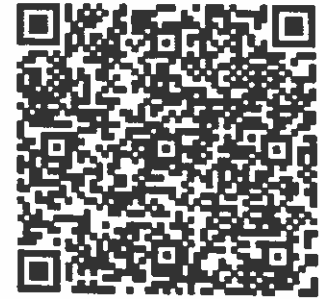
MCCOY LAWANNA
255 Lariat Trl
Waxahachie, TX 75165-8715

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 17, 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:

OPPOSE

Request by Matthew Smith, Darwood Partners, for a **Zoning Change** from a General Retail (GR) zoning district to Planned Development – Neighborhood Services (PD-NS) zoning district located directly east of 365 Broadhead Road (Property ID(s): 242234, 231109 – Owner(s): WP Legacy LTD (ZDC-24-2025)

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 for additional information on this request.



Scan for additional information.

Case Number: ZDC-24-2025

City Reference: 276332

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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:

Lawanna McCoy
Signature

Lawanna McCoy
Printed Name and Title

10-10-2025
Date

255 Lariat Trail, Waxahachie
Address
TX 75165

(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-24-2025

WP LEGACY LTD
101 VALLEY RIDGE DR
RED OAK, TX 75154-4736

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 17, 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:

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Scan for additional information.

Case Number: ZDC-24-2025

City Reference: 242234

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SUPPORT

OPPOSE

Comments:

BEST USE

Clayton Z. Harrowe
Signature

10-15-25
Date

CLAYTON HARROWE PRES
Printed Name and Title

101 VALLEY RIDGE DR.
Address
RED OAK, TX 75154

(13)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-24-2025



WP LEGACY LTD
101 VALLEY RIDGE DR
RED OAK, TX 75154-4736

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Scan for additional information.

Case Number: ZDC-24-2025

City Reference: 231109

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SUPPORT

OPPOSE

Comments:

BEST USE

Clyde Z Hargrove

Signature

10-15-25

Date

Clyde Hargrove, Pres.

Printed Name and Title

101 VALLEY RIDGE DR

RED OAK, TX 75154

Venissat, Michelle

(13)

From: Ta'Nae Europe <e >
Sent: Friday, October 17, 2025 10:47 AM
To: Planning
Subject: ZDC-24-2025

Some people who received this message don't often get email from ebonyqueen7@yahoo.com. [Learn why this is important](#)
I am writing regarding my vote for ZDC-24-2025 in regard to city Reference 281801.
I OPPOSE this vote.

Thanks, Kindly Resident of 313 Adwood Drive Waxahachie Texas



(13)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-24-2025

HAMMOND ANDREW J & DEANNA J SCHEERENS-HAMMOND
251 Lariat Trl
Waxahachie, TX 75165-8715

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Scan for additional information.

Case Number: ZDC-24-2025

City Reference: 276331

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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:

ANOTHER 24/7 GAS STATION BY THE SAME
W/INT DEVELOPER - NO THANK YOU

Signature

Andrew J Hammond

Printed Name and Title

Date

10.22.2025

Address

251 LARIAT TRL

(13)

Case Number: ZDC-24-2025

City Reference: 232261

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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:

Please oppose to keep our neighborhood peaceful without crime spikes. Thank you!

April Collins
Signature

10-22-25
Date

April Collins
Printed Name and Title

101 Roundup Rd
Address

Homeowner

Waxahachie, TX 75165

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT-NEIGHBORHOOD SERVICES (PD-NS) AND LOCATED DIRECTLY EAST OF 365 BROADHEAD ROAD IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 6.721 ACRES KNOWN AS PROPERTY ID 231109 & 242234, 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-24-2025. 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 GR to PD-NS; 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 GR to PD-NS in order to facilitate development of the subject property in a manner that allows non-residential uses comprised of a convenience store with gasoline sales, retail, and office uses on the following property: Property ID 231109 & 242234, which is shown on Exhibit A, in accordance with the Elevations Plan/Building Materials attached as Exhibit B, the Concept Plan attached as Exhibit C, the Landscape Plan attached as Exhibit D, the PD Development Standards attached as Exhibit E, and the Renderings attached as Exhibit F.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to allow for the development of the Garden Valley Crossing 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.

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 Concept 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-24-2025.
2. The development shall conform as approved by the City Council under case number ZDC-24-2025.
3. The development shall adhere to the City Council approved in Exhibit A- Location Map, Exhibit B – Elevations Plan/Building Materials, Exhibit C – Concept Plan, Exhibit D – Landscape Plan, Exhibit E – PD Development Standards, and Exhibit F – Renderings.
4. The owner shall plat the subject property prior to the approval of the civil permit.
5. The Applicant shall update the naming of exhibits mentioned on the Development Standards to match the naming of exhibits on this Staff Report and resubmit to Staff.
6. The Applicant shall preserve the existing mature trees on the subject property. An Amendment to this PD shall be required to be approved by City Council in the event of the death or removal of trees required to be preserved during development of the property.
7. The Owner(s) of all lots shall provide maintenance for improvements located within the right-of-way as required.
8. The Applicant and/or Owner shall coordinate with the existing property owners prior to installing the eight-foot (8') masonry screening wall on Lot 3, in efforts to avoid having a space between the existing wood fence and the proposed masonry screening wall.
9. The Applicant shall submit a lighting and/or photometric plan in compliance with Section 6.03 of the Waxahachie Zoning Ordinance with Site Plan Application submittals.
10. The Owner shall provide a permanent irrigation system for all required landscape areas shown on Exhibit D – Landscape Plan and maintain the landscaping required for screening at all times.
11. 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 Plan/Building Materials (Exhibit B).

(14)

12. The Applicant shall limit any window coverings to 25% and not allow any window coverings to obstruct the cash-handling area(s).
13. The Applicant shall amend the PD Standards to state that the alarm and security systems shall be monitored and connected to a licensed security provider and to provide public safety authority.
14. 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.
15. 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.

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 17th day of November, 2025.

MAYOR

ATTEST:

City Secretary

(14)



EXHIBIT A - LOCATION MAP

ZDC-24-2025 (PD)

EXHIBIT B - ELEVATIONS PLAN/BUILDING MATERIALS

(14)



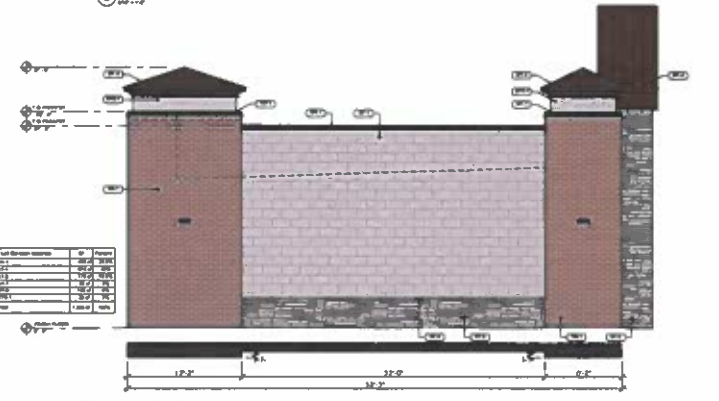
1 ELEVATION - FRONT



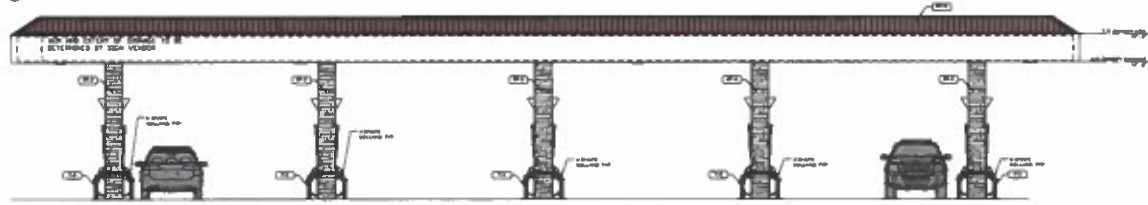
2 ELEVATION - RIGHT SIDE



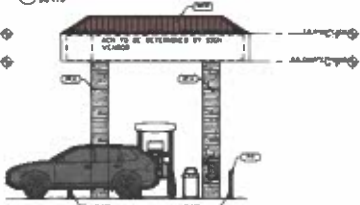
3 ELEVATION - REAR



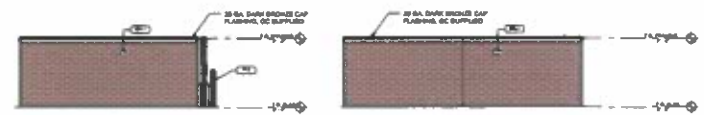
4 ELEVATION - LEFT SIDE



5 GAS CANOPY ELEVATION - FRONT



6 GAS CANOPY ELEVATION - SIDE



7 SIDE DUMPSTER ENCL. ELEVATION



8 BACK DUMPSTER ENCL. ELEVATION



9 FRONT DUMPSTER ENCL. ELEVATION

MATERIAL PALETTE

SK-1 TRU BRICK COLOR: AUSTON COURT	ST-1 CONCRETE STONE FRENCH LIMESTONE	ST-2 STONE BEL CONCRETE STONE	ST-3 STONE VENEER CONCRETE STONE	S-1 PAINT "BRONZE WILLIAMS"	STC-1 FLUCCO THREE STEP FLUCCO
MT-1 PAINT BRONZE WILLIAMS	MT-2 PAINT BRONZE WILLIAMS	MT-3 PAINT BRONZE WILLIAMS	P-1 PAINT BRONZE WILLIAMS	P-3 PAINT BRONZE WILLIAMS	

Rev	Date	Description

7-ELEVEN, INC.
1308 HOCKBERRY ROAD, WYNDY, TX 75089
7-ELEVEN #42671
BRIDGE ROAD & GARDEN VALLEY Pkwy
HOUSTON, TX
PRELIMINARY EXTERIOR ELEVATIONS



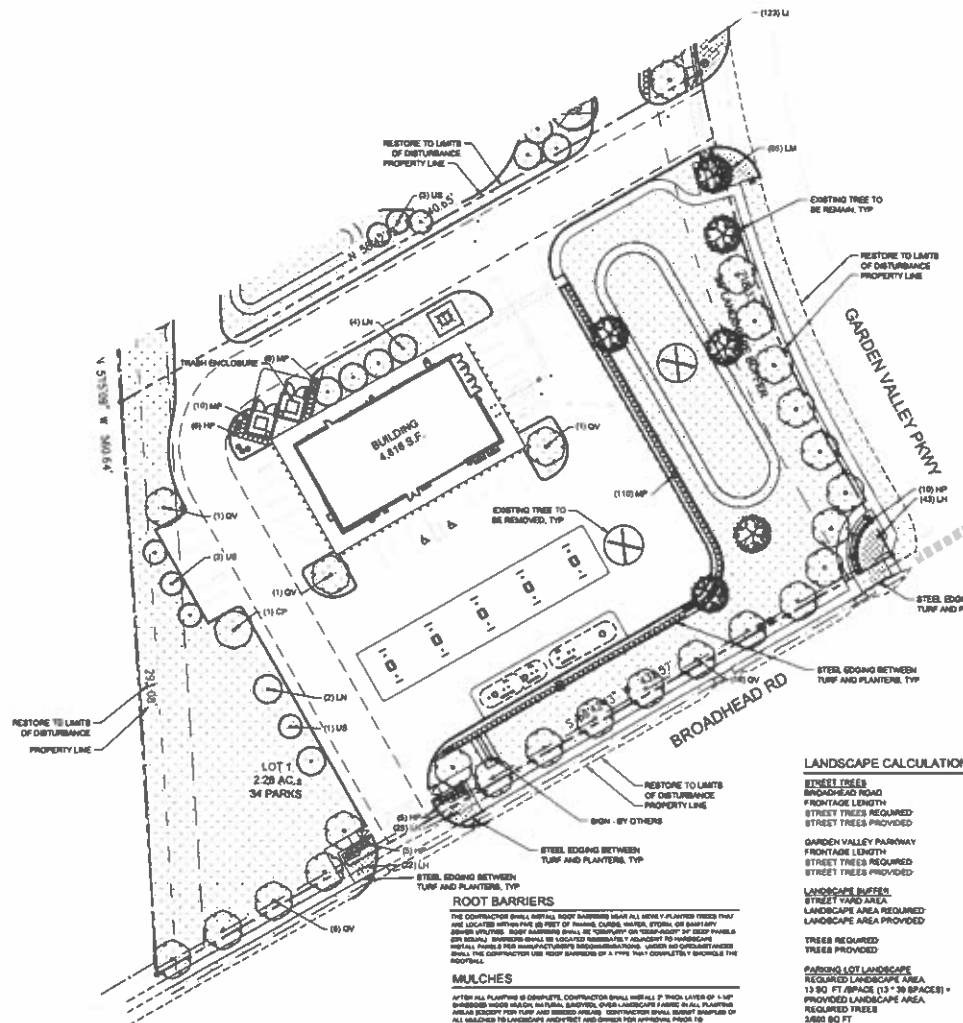
24-0-048
Scale: AS NOTED
Date: 01/22/25
Drawn By:
Checked By:



DRAWING BY: [Name], DATE: [Date], CHECKED BY: [Name], DATE: [Date], SCALE: [Scale], SHEET: [Sheet]

EXHIBIT D - LANDSCAPE PLAN

(14)



LANDSCAPE CALCULATIONS

TREET TREES	429 LF
BROADHEAD ROAD FRONTAGE LENGTH	18 TREES (1 PER 30 LF OF FRONTAGE)
STREET TREES REQUIRED	18 TREES
GARDEN VALLEY PARKWAY FRONTAGE LENGTH	267 LF
STREET TREES REQUIRED	9 TREES (1 PER 30 LF OF FRONTAGE)
STREET TREES PROVIDED	9 TREES
LANDSCAPE BUFFERS	19% OF STREET YARD
STREET YARD AREA	17,469 SQ FT
LANDSCAPE AREA REQUIRED	2,618 SQ FT
LANDSCAPE AREA PROVIDED	13,297 SQ FT
TREES PROVIDED	17 TREES
PARKING LOT LANDSCAPE	MIN 13 SQ FT PER SPACE
REQUIRED LANDSCAPE AREA	380 SQ FT
LANDSCAPE AREA PROVIDED	891 SQ FT
TREES PROVIDED	2
REQUIRED TREES	2
REQUIRED SHRUBS	119
REQUIRED ENHUBS	10600 SQ FT
PROVIDED ENHUBS	119
EACH SPACE WITHIN 6' OF A TREE	PROVIDED
REQUIRED INTERIOR LANDSCAPE	
FIRST FLOOR AREA = 4,818 SQ. FT	
EFFECTIVE FLOOR AREA = 4,818 SQ. FT	
REQUIRED LANDSCAPE AREA	2,488 SQ. FT
LANDSCAPE AREA PROVIDED	42,362 SQ. FT
REQUIRED CANOPY TREES @ 1000 SQ FT =	0
PROVIDED CANOPY TREES	0
REQUIRED UNDERSTORY TREES @ 1000 SQ FT =	10
PROVIDED UNDERSTORY TREES	10
REQUIRED ENHUBS @ 170 SQ FT =	34
PROVIDED ENHUBS	119
REQUIRED GROUND COVER AREA @ 1% =	381 SQ FT
PROVIDED GROUND COVER AREA	487 SQ FT
REQUIRED SEASONAL COLOR @ 2% =	80 SQ FT
PROVIDED SEASONAL COLOR	148 SQ FT

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
TREES						
	ET	4	Existing Tree To Remain	-	-	-
	ETR	4	Existing Tree To Be Removed	-	-	-
	LN	12	Laguncularia + "Yucca" Crepe Myrtle	3-4 CANES, 1" OVERALL CAL	Cont. or B&B	6" HT MIN
	CP	6	Platanus sp. "Crown of Thorns"	2" Cal	Cont. or B&B	6'-10"
	QV	20	Quercus virginiana Southern Live Oak	4" Cal	Cont. or B&B	18'-18"
	UC	3	Ulmus crinitifolia Cedar Elm	4" Cal	Cont. or B&B	12'-14"
	US	12	Ulmus sp. "American Elm"	1.5" Cal	Cont. or B&B	6' MIN
SHRUBS						
	AG	10	Abutilon sp. "Garden Mallow"	3 gal		36" OC 34" MIN HT
	HP	25	Hesperis matronalis Night Queen	3 gal		Per Plan 32" MIN HT
	MP	100	Morone sp. "Mullein"	5 gal		36" OC 30" TALL MIN
GROUND COVERS						
	CH	320,000 sq	Cynodon dactylon "Bermuda Grass"	seed		18" O.C
	LH	80	Lantana sp. "Yellow"	1 gal		18" O.C
	LM	410	Limnolobos sp. "Blue Star"	1 gal		18" O.C
	SC	218 sq	Seasonal Color	-		-

SEASONAL COLOR OPTIONS

ALL TREES AND SHRUBS TO BE PLANTED MUST BE PLANTED WITHIN THE SPECIFIED PLANTING PERIODS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

GENERAL GRADING AND PLANTING NOTES

- IF SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANNING SERVICES, THE CONTRACTOR AGREES THAT HE HAS READ AND UNDERSTANDS THE ABOVE NOTICES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
- IN THE EVENT OF THESE PLANS, NOTES, AND SPECIFICATIONS, THERE SHALL BE NO CONFLICTS BETWEEN THEM. IN THE EVENT OF A CONFLICT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
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CAUTION NOTICE TO CONTRACTORS
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR SHALL CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.



DIMENSION GROUP
LANDSCAPE ARCHITECTS, P.C.
1100 W. WASHINGTON ST., SUITE 100
DALLAS, TEXAS 75201
TEL: 214.750.7000

LANDSCAPE PLANNING
7 FLEVEN
BROADHEAD RD & GARDEN VALLEY PKWY
WAMACHE, TEXAS

SCALE 1" = 30'

EVERGREEN DESIGN GROUP

LP-1

Garden Valley Crossing Development Standards

- **Section I. Purpose and Intent**

Garden Valley Crossing is a retail development purposefully designed to facilitate quality retail development while still preserving surrounding architectural standards. The development has been designed to incorporate green space between the residential and proposed retail uses, mobility between different retail uses, sidewalks throughout the development, landscape throughout the site, and signage plan.

- **Section II. The use or the combination of uses proposed**

The land use allocation for the total development is shown below. The site plan for the development can be found on Exhibit A. Unless otherwise outlined in these development standards, use requirements and design guidelines shall default to the respective base zoning district for each lot. The permitted uses for each lot shall include the uses of its respective base zoning in addition to any itemized uses.

Lot Number	Proposed Use	Base Zoning District	Lot Area (Acres)	% of Total Area
Lot 1	Uses that are permitted per section 4.03 of the City's Zoning Ordinance, Convenience store & Fuel Sale Uses	Neighborhood Service (NS)	2.26	35%
Lot 2	Uses that are permitted per section 4.03 of the City's Zoning Ordinance	Neighborhood Service (NS)	1.28	20%
Lot 3	Uses that are permitted per section 4.03 of the City's Zoning Ordinance	Neighborhood Service (NS)	2.84	44%
Total			6.37	100%

Convenience Store and Fuel Sales Uses

A convenience store with fuel sales use is allowed on Lot 1 in addition to all other uses permitted in the NS zoning district. This use category allows for both convenience store operation as well as gasoline and diesel sales. The convenience store shall sell food and beverage for off-site consumption as well as daily-need convenience items. The fuel station site plan shows 5 dual sided fuel stations with a total of 10 fuel pumps and 30 dedicated parking stalls. Beer and wine sales for off-site consumption are permitted on Lot 1. Lot 1 shall install and maintain a security monitoring system covering the premises, including all primary access points, parking areas, and other areas reasonably necessary for the protection of persons and property. The system shall include, at a minimum:

1. Video surveillance cameras with recording capability.
2. Adequate lighting to ensure clear visibility.
3. A monitored alarm system connected to a licensed security provider or public safety authority.

EXHIBIT E - PD STANDARDS

(14)

- **Section III. Area and Height Regulations (density, lot area, width, depth, coverage, yard depths and widths, height)**

The following chart indicates area, height, density, and yard requirements for each of the lots. For lots with building footprints on Exhibit C, new construction shall follow the standards that are shown on the site plan. All other lots on Exhibit C that do not show a building footprint shall follow the standard requirements set forth below. Any lot design aspect that is not specifically called out by the following chart shall default to the design requirements for each lot's respective base zoning district.

Lot Number	Proposed Use	Base Zoning District	Maximum Lot Coverage	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Yard Sizes - Front - Side** - Rear	Maximum Height
Lot 1	Uses that are permitted per section 4.02, Convenience store & Fuel Sale Uses	Neighborhood Service (NS)	40%	7,000 SF	60'	100'	- 25' - 10'; 25' if adjacent to a street - 20'; 25' when adjacent to residential	1 Story
Lot 2	Uses that are permitted per section 4.03	Neighborhood Service (NS)	40%	7,000 SF	60'	100'	- 25' - 10'; 25' if adjacent to a street - 20'; 25' when adjacent to residential	1 Story
Lot 3	Uses that are permitted per section 4.03	Neighborhood Service (NS)	40%	7,000 SF	60'	100'	- 25' - 10'; 25' if adjacent to a street - 20'; 25' when adjacent to residential	1 Story

***No side yard is required when the adjacent property use is proposed as non-residential use.*

1. Adequate fire lanes and circulation is provided on site; and
2. Appropriate building codes shall be met

- **Section IV. Access**

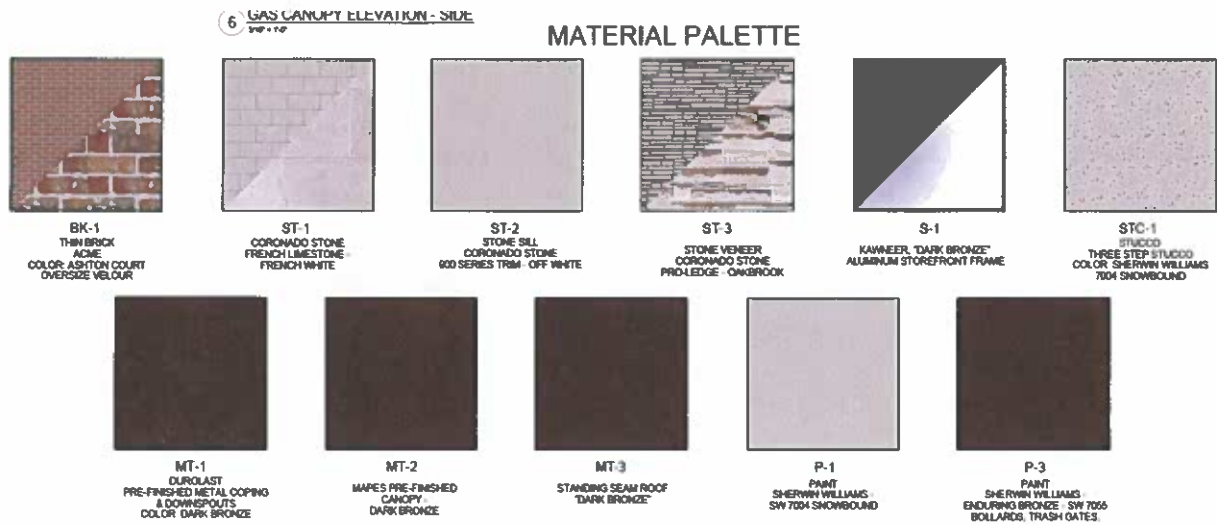
All platted lots shall have access either from a public street and or through the public access easement, which shall provide adequate access to each lot. Mutual access between lots will be dedicated through a private declaration of easements, conditions, covenants, and restrictions which shall be filed with Ellis County prior to the recording of the plat of the first developing lot(s). Sidewalks shall be constructed along Garden Valley at the time that each lot is developed. Exhibit A is a conceptual site plan showing the anticipated access points and drive aisles.

- **Section V. Building Elevations**

Building elevations are provided below as well as Exhibit B to provide examples of the type of building facades that shall be constructed as well as materials and color palettes.







- **Section VI. Parking**

Off-street parking requirements for all lots shall be regulated by the use and governed by the City of Waxahachie's standards.

- **Section VII. Landscaping and Screening**

Landscape shall be provided for each platted lot following the guidelines set forth in the Waxahachie Code of Ordinances. Lot 1 shall follow the landscape plan on Exhibit C. Per Section 5.04 of the City's Zoning Ordinance for the interior Landscape area, NS zoning district percentage is 50% of the floor area. Landscape plans for Lots 2-3 and any additional lots which shall be developed in future phases should complement the landscape plan on Exhibit A. Landscape plans will be required for consideration and approval with the respective site plans. Lots adjacent to single-family zoning must construct a eight-foot-tall masonry screen wall. Additionally, install canopy trees within the proposed 40' landscape buffer as shown on Exhibit A. The canopy trees shall have 30' separation between each canopy tree. All trees shall be installed at least 5' away from any utility lines, minimum. Any changes to the landscape plan may be administratively approved by the Senior Director of Planning.

Lots with residential adjacency shall provide 8' masonry screening wall between retail and residential uses. The screening walls shall have a textured finish and have an earth tone color. The wall should closely resemble the existing Garden Valley masonry wall below.



4' tall wrought iron panel fence will be installed at each crossing called out in Exhibit D to promote pedestrian safety. An example of the fence to be installed is below.



Section VIII. Signage

Signage requirements for all lots shall adhere to the Sign Regulations of the City of Waxahachie's Zoning Ordinance. The only freestanding signs allowed are monument signs. All future signage should be constructed using the masonry materials included in Exhibit B to provide a cohesive appearance for the development.

- ***Section IX. Lighting***

All light standards shall be placed on the site with a setback equal to its height from all adjacent single family zoned property. When facing residential properties, buildings and site lighting shall be shielded down, away from the residential lots. All lighting shall meet the City of Waxahachie's requirements for intensity and glare.

- **Section X. Architectural Standards**

To maintain standards that promote uniformity in the development while still allowing design flexibility to accommodate future retail uses, the following architectural standards shall govern new, vertical construction in the shopping center.

- All buildings and structures shall be of exterior fire-resistant construction, having at least eighty percent (80%) of the total exterior walls, excluding doors and windows, to be constructed of masonry or glass wall construction, in accordance with the City Building Code and Fire Prevention Code.
- Lot 1 shall conform to the horizontal articulations shown on the building envelopes. All other lots shall adhere to Waxahachie's requirements for horizontal articulation.
- All lots on Exhibit C shall conform to the vertical articulations and color palette shown on the elevations for Lot 1 and found on Exhibit B. For all other lots that do not provide an elevation on Exhibit B, no horizontal wall shall extend for a distance greater than three (3) times the height of the wall without changing height by a minimum of ten (10) percent of the wall's height.

The materials and colors in Exhibit B have been chosen to ensure architectural compatibility for all lots. Building materials for buildings not shown on Exhibit A shall generally conform to the following standards to ensure design continuity throughout all phases. The materials and color palettes in Exhibit B are intended to be a guide for future development that ensures a consistent appearance while still allowing enough flexibility for non-residential users to adapt their prototypes to. Strict adherence to the exact materials and/or colors is not required, so long as the proposed materials and/or colors provide the same appearance. The compatibility of the proposed building materials for future buildings shall be determined administratively by the Senior Director of Planning at the time of Site Plan submittal.

- **SECTION XI. Detention**

Each lot within the development shall include its own dedicated detention pond (as shown on Exhibit C), designed and constructed in accordance with all applicable City Waxahachie standards. The detention pond located on each lot shall be the sole responsibility of the lot owner, who shall be responsible for the ongoing maintenance, repair, and compliance of the pond. A private declaration will address any easements needed to connect each lots drainage facility to existing infrastructure if needed.

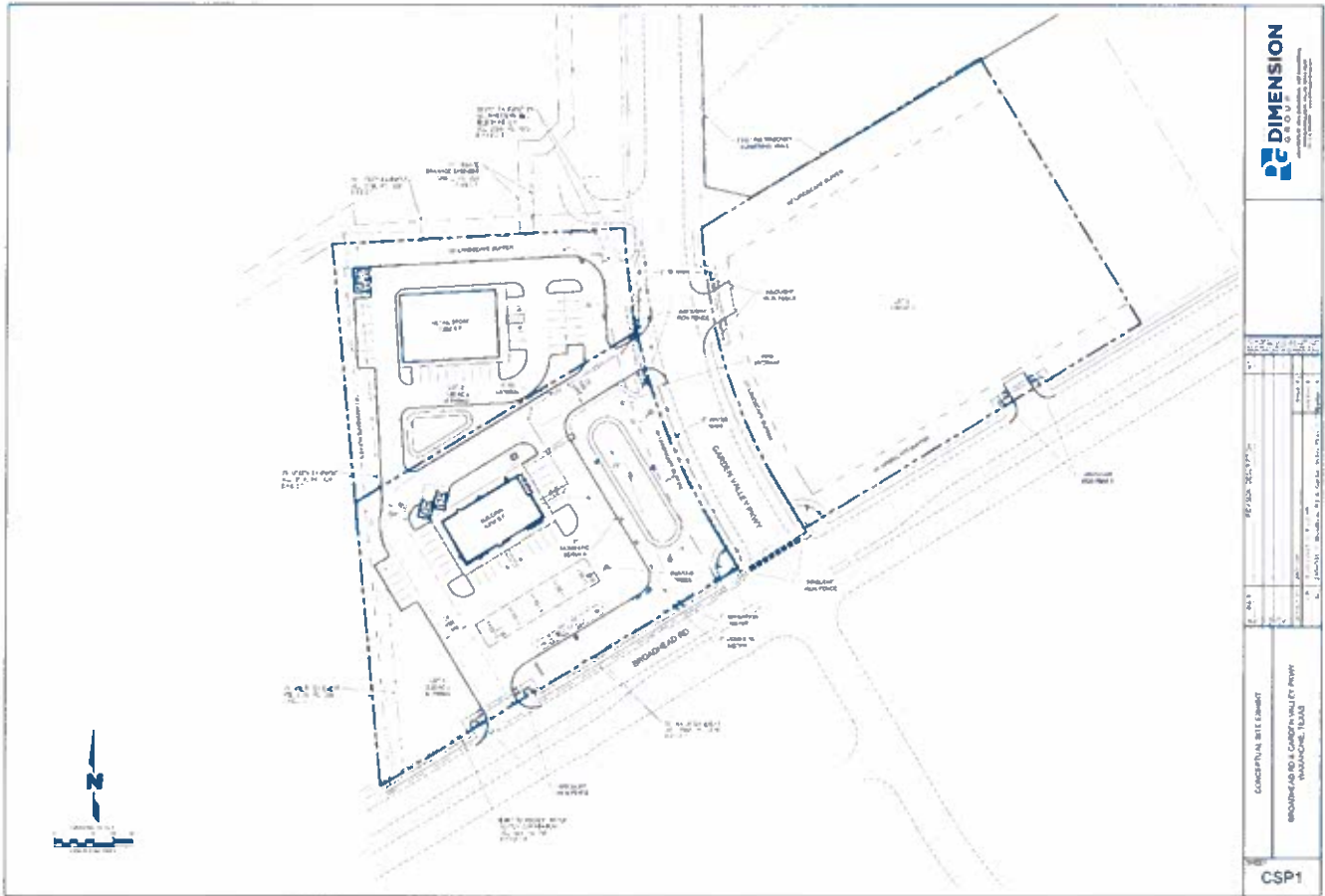
- **SECTION XII. Development Approval Process**

- A. Site Plan Approval**

The site plan is a detailed plan of public and private improvements to be constructed. The purpose of the site plan is to ensure compliance with the PD Standards and all applicable development regulations and any previously approved, valid plans affecting the development of the property, coordinate and document the design of public and private improvements to be constructed and coordinate the subdivision of land. The site plan shall be approved administratively by City staff of Waxahachie, so long as no variances are needed.

(14)

Exhibit A



CD DIMENSION
CONSULTANTS
INCORPORATED

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	10/15/2024
2	REVISED PER PERMITTING	10/15/2024
3	REVISED PER PERMITTING	10/15/2024
4	REVISED PER PERMITTING	10/15/2024
5	REVISED PER PERMITTING	10/15/2024
6	REVISED PER PERMITTING	10/15/2024
7	REVISED PER PERMITTING	10/15/2024
8	REVISED PER PERMITTING	10/15/2024
9	REVISED PER PERMITTING	10/15/2024
10	REVISED PER PERMITTING	10/15/2024

CONCEPTUAL SITE PLAN
BROADHEAD ROAD DEVELOPMENT
INDIANAPOLIS, INDIANA

CSP1

EXHIBIT E - PD STANDARDS

(14)

Exhibit B

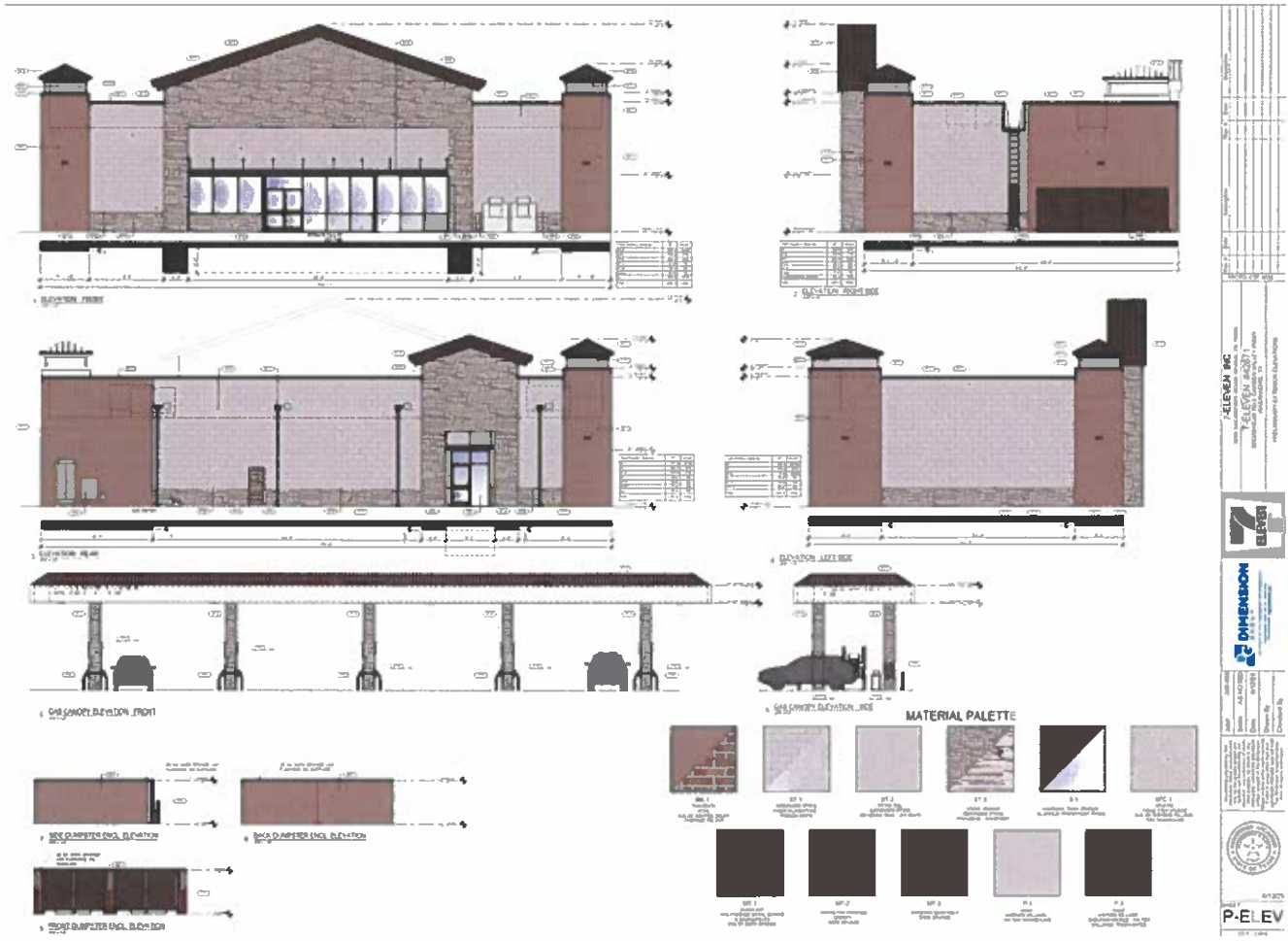
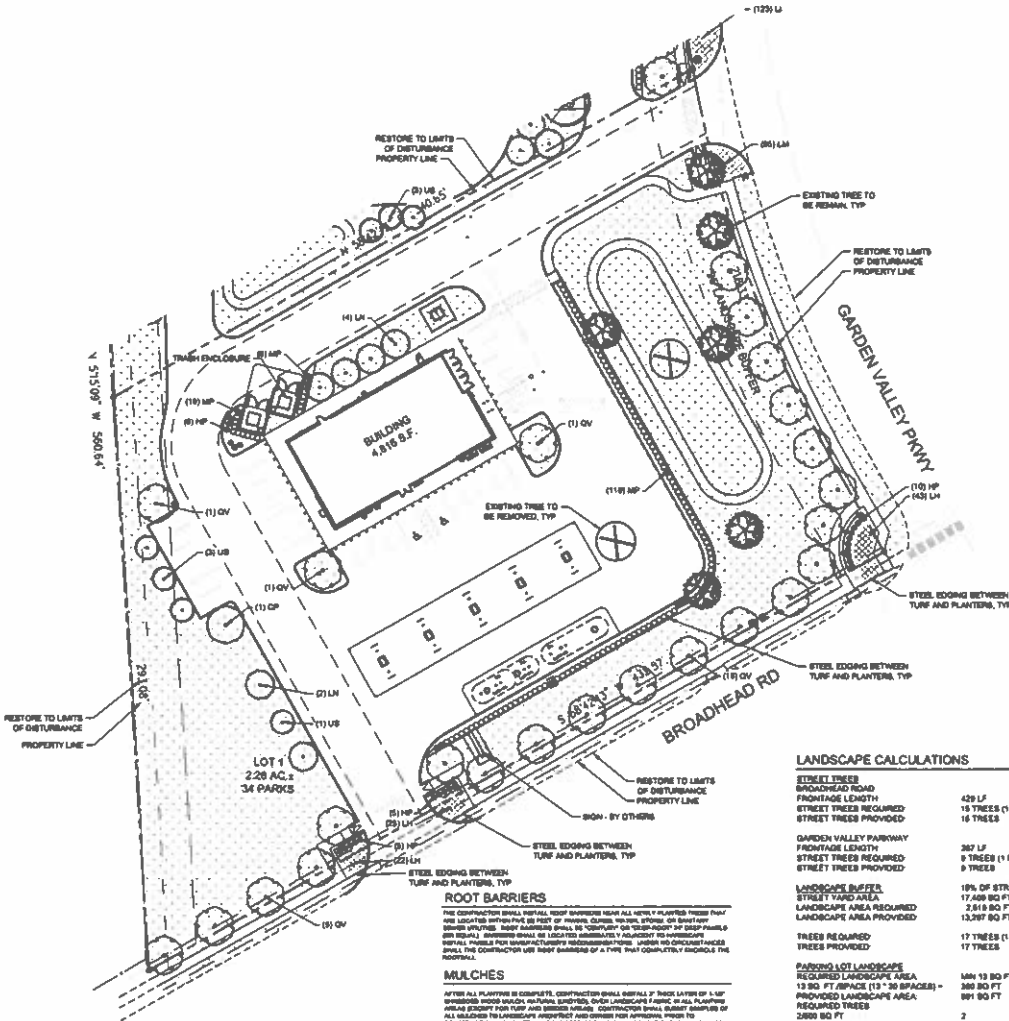


EXHIBIT E - PD STANDARDS

(14)



LANDSCAPE CALCULATIONS

STREET TREES	
BROADHEAD ROAD	
FRONTAGE LENGTH	429 LF
STREET TREES REQUIRED	18 TREES (1 PER 34 LF OF FRONTAGE)
STREET TREES PROVIDED	18 TREES
GARDEN VALLEY PARKWAY	
FRONTAGE LENGTH	387 LF
STREET TREES REQUIRED	9 TREES (1 PER 34 LF OF FRONTAGE)
STREET TREES PROVIDED	9 TREES
LANDSCAPE BUFFER	
STREET YARD AREA	17,469 SQ FT
LANDSCAPE AREA REQUIRED	2,619 SQ FT
LANDSCAPE AREA PROVIDED	13,287 SQ FT
TREES REQUIRED	17 TREES (1 PER 40 LF OF FRONTAGE)
TREES PROVIDED	17 TREES
PARKING LOT LANDSCAPE	
REQUIRED LANDSCAPE AREA	13 SQ FT / SPACE (13' x 30 SPACES) = 390 SQ FT
PROVIDED LANDSCAPE AREA	891 SQ FT
REQUIRED TREES	2
PROVIDED TREES	4
REQUIRED SHRUBS	1000 SQ FT
PROVIDED SHRUBS	119
EACH SPACE WITHIN 84' OF A TREE	PROVIDED
REQUIRED INTERIOR LANDSCAPE	
FIRST FLOOR AREA = 4,916 SQ FT	
EFFECTIVE FLOOR AREA 4,916 SQ FT	
LANDS @ 20' = REQUIRED LANDSCAPE AREA	2,458 SQ FT
PROVIDED LANDSCAPE AREA	42,383 SQ FT
REQUIRED CANOPY TREES @ 1900 SQ FT =	8
PROVIDED CANOPY TREES	6
REQUIRED UNDERSTORY TREES @ 1020 SQ FT =	19
PROVIDED UNDERSTORY TREES	10
REQUIRED SHRUBS @ 170 SQ FT =	34
PROVIDED SHRUBS	110
REQUIRED GROUND COVER AREA @ 10% =	261 80 SQ FT
PROVIDED GROUND COVER AREA	487 80 SQ FT
REQUIRED SEASONAL COLOR @ 2% =	89 80 SQ FT
PROVIDED SEASONAL COLOR	109 80 SQ FT

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY PLANTED TREES THAT ARE LOCATED WITHIN THE TRUNK SPANS, UNLESS THE TREE IS A SMALL TREE THAT WILL BE REMOVED. ROOT BARRIERS SHALL BE INSTALLED ON TOP-SIDE OF TREE TRUNKS AND SHALL BE 18" HIGH AND 24" WIDE. CONTRACTOR SHALL GUARANTEE THE ROOT BARRIER SHALL BE INSTALLED PROPERLY TO PREVENT ROOT GROWTH INTO THE FOUNDATION. CONTRACTOR SHALL GUARANTEE THE ROOT BARRIER SHALL BE INSTALLED PROPERLY TO PREVENT ROOT GROWTH INTO THE FOUNDATION.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL APPLY 2" DEEP LAYER OF 1/4" MULCH OVER MULCH AREAS, UNLESS OTHERWISE SPECIFIED. CONTRACTOR SHALL MAINTAIN MULCH AREAS THROUGHOUT THE TERM OF THE PROJECT. CONTRACTOR SHALL MAINTAIN MULCH AREAS THROUGHOUT THE TERM OF THE PROJECT. CONTRACTOR SHALL MAINTAIN MULCH AREAS THROUGHOUT THE TERM OF THE PROJECT.

PLANTING & IRRIGATION GUARANTEE

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE THAT ALL NEWLY INSTALLED AND PLANTED TREES SHALL BE MAINTAINED THROUGHOUT THE TERM OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE TREES OR PLANTS CAUSED BY THE CONTRACTOR'S WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE TREES OR PLANTS CAUSED BY THE CONTRACTOR'S WORK.

IRRIGATION CONCEPT

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE IRRIGATION SYSTEM SHALL BE INSTALLED BY A LICENSED AND QUALIFIED IRRIGATION CONTRACTOR.
- THE IRRIGATION SYSTEM SHALL OPERATE ON A 7-DAY CYCLE. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN SOIL MOISTURE LEVELS AT 10% TO 15% OF FIELD CAPACITY.
- ALL NEWLY PLANTED TREES SHALL BE EQUIPPED WITH DRAINAGE AND IRRIGATION SYSTEMS. ALL PLANTS SHALL BE EQUIPPED WITH DRAINAGE AND IRRIGATION SYSTEMS.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED TO THE MAXIMUM EXTENT POSSIBLE TO AVOID THE NEED FOR FERTILIZER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE TREES OR PLANTS CAUSED BY THE CONTRACTOR'S WORK.

CAUTION NOTICE TO CONTRACTORS

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN ON THE FIELD. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL 811 AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CAL.	CONT.	SIZE
	LT	8	Existing Tree To Remain	--		
	ETR	4	Existing Tree To Be Removed	--		
	LH	12	Ligustrum x heterophyllum Chinese Myrtle	3-6 CANES, 1" OVERALL CAL.	Opt or B&B	8" HT MIN
	CP	5	Platanus orientalis Chinese Plane	2" Cal.	Opt or B&B	8'-10'
	OV	20	Quercus virginiana Southern Live Oak	4" Cal.	Opt or B&B	18'-18"
	UC	3	Ulmus crassifolia Cork Elm	4" Cal.	Opt or B&B	12'-14'
	UB	12	Ulmus parviflorus Western Buckeye	1" F Cal.	Opt or B&B	8" MIN

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONTAINER	SPACING	SIZE
	AG	10	Abutilon x grandiflorum 'Edward Goucher' Disney Abutilon	3 gal	30" OC	24" MIN HT
	AP	20	Hesperis matronalis Night Yucca	Par Plan	12" MIN HT	
	AP	180	Hesperis matronalis Night Yucca	8 gal	30" OC	20" TALL MIN

SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING	SIZE
	CH	320,000 sq ft	Cynodon dactylon '118 Hybrid' Bermuda Grass	seed		
	LH	80	Lonicera x Teton Gold	1 gal	1'0" O.C.	
	LM	410	Hamamelis virginiana 'Tanger Blue'	1 gal	1'0" O.C.	
	BC	218 sq ft	Seasonal Color			

SEASONAL COLOR OPTIONS

- USE THE FOLLOWING TREES AND SHRUBS FOR SEASONAL COLOR OPTIONS:
- USE THE FOLLOWING TREES AND SHRUBS FOR SEASONAL COLOR OPTIONS:
- USE THE FOLLOWING TREES AND SHRUBS FOR SEASONAL COLOR OPTIONS:

GENERAL GRADING AND PLANTING NOTES

- IN SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR AGREES THAT HE HAS READ AND UNDERSTANDS THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS AND WILL COMPLY WITH THE PROJECT PROGRAM AND ALL APPLICABLE CITY, STATE AND FEDERAL REGULATIONS AND ORDINANCES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WAXAHACHE AND ALL APPLICABLE AGENCIES.
- IN THE COURSE OF THESE PLANS, NOTES AND SPECIFICATIONS, THERE MAY BE CONFLICTS BETWEEN THE PLANS, NOTES AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESOLVING ANY SUCH CONFLICTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WAXAHACHE AND ALL APPLICABLE AGENCIES.
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7-ELEVEN
BROADHEAD RD & GARDEN VALLEY PKWY
WAXAHACHE, TEXAS

SCALE 1" = 30'

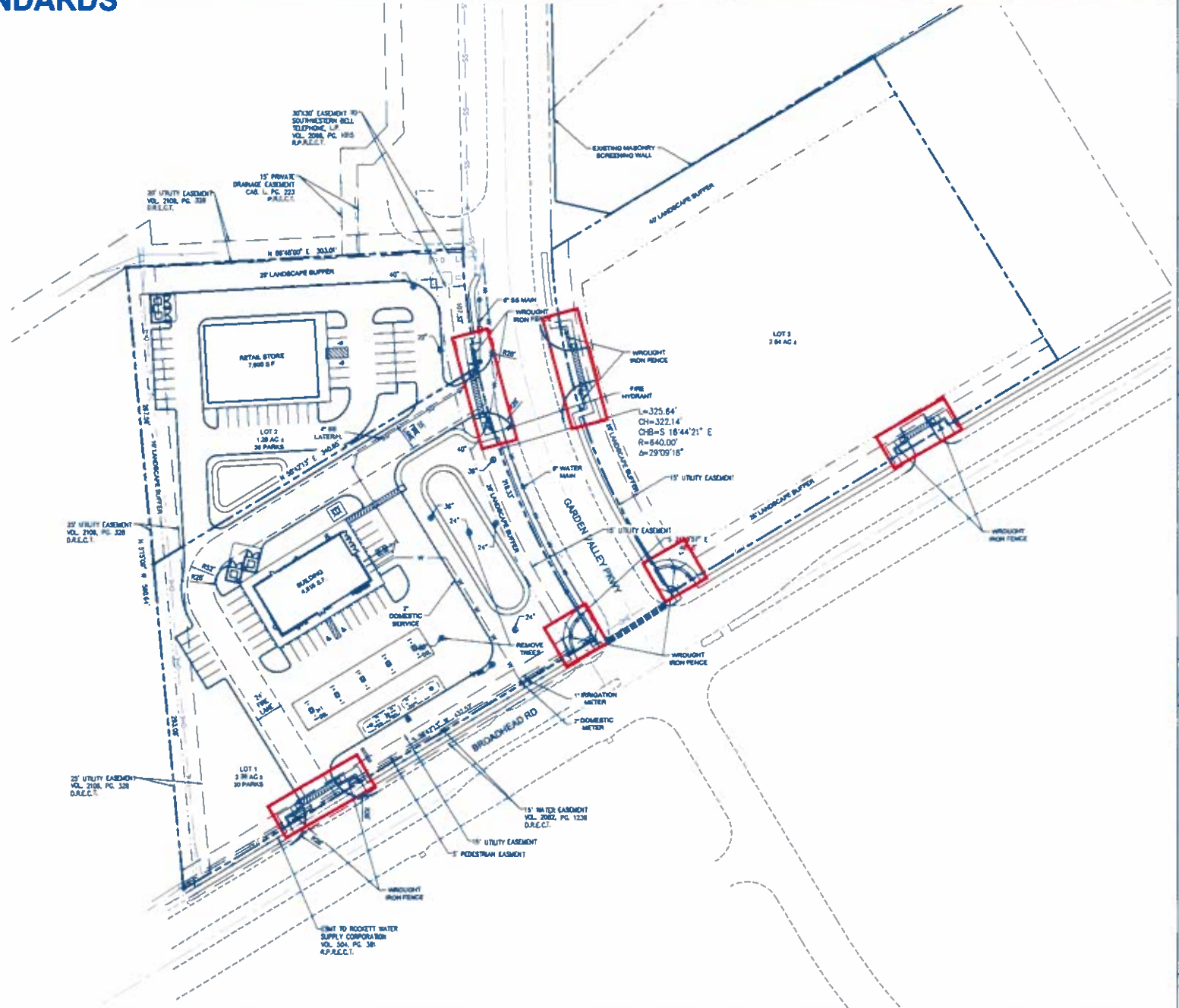
EVERETT DESIGN GROUP

LP-1

DATE	REVISION DESCRIPTION

EXHIBIT E - PD STANDARDS

(14)



DATE	REVISION DESCRIPTION	BY
06/11/2024	11,000,70019 - 10,30 am	06/11/2024
06/11/2024	240-035	06/11/2024
06/11/2024	11,000,70019 - 10,30 am	06/11/2024

CONCEPTUAL SITE EXHIBIT
 BROADHEAD RD & GARDEN VALLEY PKWY
 WYOMING, TEXAS

SHEET
 CSP1

(14)

7-ELEVEN



PRELIMINARY RENDERINGS

Broadhead St & Garden Valley Rd

(14)



PREPARED BY: ARCHITECTS
 CONSULTING ENGINEERS & LANDSCAPE ARCHITECTS

Sheet #	Date	Description	Rev #	Date	Description

PHOTO: CBT S&B
 7 ELEVEN INC
 3208 WACO, TX 76703
 7 ELEVEN #42871
 BROOKFIELD GARDEN VALLEY PKWY
 WILMAMOCHE, TX
 PRELIMINARY RENDERINGS



JOB#: 240-038
 SCALE: AS NOTED
 DATE: 9/15/21
 DRAWN BY:
 CHECKED BY:

Drawings prepared by the
 Architect are to be used
 only for the project and
 site shown. They are not
 to be used for any other
 project, site, or purpose
 without the written consent
 of the Architect. The
 Architect is not responsible
 for any errors or omissions
 in the drawings.





PREPARED BY: LUMBERIDGE CONSULTANTS, INC. PROJECT NO. 2018-01-001

Rev #	Date	Description

7-ELEVEN, INC.
 3000 HACKBERRY LANE, HOUSTON, TX 77068
 7-ELEVEN #62871
 BROADFIELD & GAUDIN VALLEY Pkwy
 WYOMING, TX
 PRELIMINARY RENDERINGS



JOB# 748-006
 SCALE: AS NOTED
 DATE: 9/15/25
 DRAWN BY:
 CHECKED BY:

Checkered Approved by the
 City of Houston as a valid
 rendering for use in the
 public domain. This rendering
 is not to be used for any
 other purpose without the
 express written consent of
 the City of Houston.



SHEET
A1.1
 OF 10

(14)



PREPARED BY: L&P ARCHITECTS
 CONSULTING ENGINEERS 217 TROBROOK ROAD
 HOUSTON, TEXAS 77058-1000

Rev #	Date	Description

7 ELEVEN INC
 5300 HICKORY BLVD
 HOUSTON, TX 77058
 7 ELEVEN #2871
 BROOKLAND & GARDEN VALLEY PKWY
 WILLOWBACH, TX
 PRELIMINARY RENDERINGS



JOB#: 240-038
 SCALE: AS NOTED
 DATE: 01/16/25
 DRAWN BY:
 CHECKED BY:

Drawings prepared by the
 L&P ARCHITECTS & ENGINEERS
 are the property of L&P ARCHITECTS
 & ENGINEERS. They are to be used
 only for the project and site
 specifically mentioned. They are
 not to be used for any other
 project without the written
 consent of L&P ARCHITECTS & ENGINEERS.



SHEET: 0/18/21
 A1.2
 GBT: SPS

(14)



Approved by Authority
 Date: 08/18/2021
 Project Name: 777 Interchange Drive
 Project Date: Rev. 04, 2021 - 13 June

Rev #	Date	Description

7 ELEVEN INC
 5700 MADISON PARK BLVD, TX 75003
 7 ELEVEN #42671
 BRIDGE CROFT & GARBER VALLEY PONY
 WASSAHOUCHE, TX
 PRELIMINARY RENDERINGS



JOB# 246-008
 Scope: AS NOTED
 Date: 8/18/21
 Drawn By:
 Checked By:

Although prepared by the
 engineer or architect, the
 user of the drawings is
 responsible for the
 accuracy of the data
 furnished and for the
 proper application of the
 drawings. The engineer or
 architect does not
 warrant, represent or
 guarantee the
 fitness for any purpose
 other than that for which
 they were prepared.



SHEET: 8/18/21
A1.3
 CST - SPS

(14)



PRINTED BY: [UNRECOGNIZED] PROJECT DATE: May 14, 2024 3:58 PM

Rev #	Date	Description	Rev #	Date	Description

PHOTO: CBT 8/20/21
7-ELEVEN, INC.
 5000 WALKER, TX 75069
7-ELEVEN MERELY
 BRIDGE ROAD & GARDEN VALLEY POND
 WALKER, TX
 PRELIMINARY RENDERINGS



JOB# 240-036
 Scale: AS NOTED
 Date: 8/18/25
 Drawn By:
 Checked By:

Changes approved by the
 client are indicated by a
 checkmark in the margin. All
 other changes are the result
 of errors on the part of the
 drafter. The drafter is
 responsible for the accuracy
 of the drawing. The drafter
 is not responsible for the
 accuracy of the information
 provided by the client.



SHEET
A1.4
 CBT - BPH

8/18/25

(15)

STATE OF TEXAS § DEVELOPMENT AGREEMENT FOR
 § GARDEN VALLEY CROSSING - PLANNED
 DEVELOPMENT

COUNTY OF ELLIS §

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Waxahachie, Texas ("City"), and WP Legacy LTD ("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 Planned Development on approximately 6.38 acres of land generally located at directly east of 365 Broadhead Road Parcel Numbers 242234 and 231109 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 November 17, 2025, when the City Council approved a (Planned Development or insert other type of development) 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 Garden Valley Parkway and Broadhead Road, 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: WP Legacy LTD
 101 Valley Ridge Drive
 Red Oak, TX 75154
 Attention: Clyde Hargrove

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 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]

(15)

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: _____

(15)

DEVELOPER:

WP Legacy LTD, a Texas (corporation)

By: _____

Name: Clyde Hargrove

Title: Registered Agent

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: _____

(15)

EXHIBIT A

(Property Legal Description)

Property Description: Ellis County Appraisal District Parcel Number 231109 & 242234.

(15)

EXHIBIT B

(Building Materials/Elevations)

Planning & Zoning Department Zoning Staff Report

(16)



Case: ZDC-232-2024

MEETING DATE(S)

Planning & Zoning Commission:

November 10, 2025

City Council:

November 17, 2025

CAPTION

Public Hearing on a request by Dennis Church, Minto Communities Texas, LLC, for a **Zoning Change** from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting held on October 28, 2025, the Commission voted 6-0 to continue case number ZDC-232-2024 to the November 10, 2025 Planning & Zoning Commission meeting. At the November 3, 2025 City Council meeting, the Council voted 5-0 to continue case number ZDC-232-2024 to the November 17, 2025 City Council meeting. The Applicant requested this continuance to allow for additional time to address staff concerns with the Zoning Change proposal.

Staff met with the Applicant, City Management, and members of City Council on October 27th and November 4th to work through staff concerns and recommendations. The Applicant committed to providing revisions to the PD request to address staff concerns. Since the initial meeting with the Applicant, staff has received partial updates to the proposal on a day by day basis. At the date of publishing this report, revisions to the PD and Development Agreement were still in progress and staff has not received all revisions to the PD or associated exhibits. Staff comments on the latest version of the PD and Development Agreement were provided on November 7th.

Staff has not been able to revise this report to reflect the latest version of the PD proposal, due to the receipt of daily updates from the Applicant. Frequent updates to the proposal have left insufficient time to complete a new, comprehensive review of the revised proposal prior to the publishing of this report.

Due to the provision of updates after the staff report publishing deadline, the latest revised version of the PD was not considered by the Planning & Zoning Commission on November 10th. This City Council Staff Report is based on the same version of the PD considered by the Planning & Zoning Commission.

The Applicant has been able to address some technical comments previously provided by staff. However, the revisions to the PD and Development Agreement introduced additional staff concerns, leading to an increase in the total number of Conditions identified in the Staff Recommendation section below. At the time of the publishing of this report, a majority of concerns identified in the initial staff report remain outstanding.

RECOMMENDED MOTION

Based on the present status of the documents submitted by the applicant, and the scale and intricacy of the request, staff recommends the following motion.

"I move to deny ZDC-232-2024, a Planned Development (PD) zoning change request for approximately 3,169.6 acres."

APPLICANT REQUEST

The Applicant requests approval of a Planned Development zoning district to allow for the development of an Active Adult and Traditional Master Planned Community on approximately 3,169.6 acres.

(16)

CASE INFORMATION

Applicant: Dennis Church, Minto Communities Texas, LLC

Property Owner(s): Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley

Site Acreage: Approximately 3,169.6 acres

Current Zoning: Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD) and General Retail (GR)

Requested Zoning: Planned Development (PD)

SUBJECT PROPERTY

General Location: 300 Brookside Road

Parcel ID Number(s): 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652

Existing Uses: Agriculture, Presbyterian Children’s Homes and Services, and four (4) Single Family Residences

Development History: On September 6, 2005, City Council approved Ordinance 2330, which rezoned the subject property from Single Family-1 (SF-1) and Future Development (FD) to Planned Development-Mixed Use Residential (PD-MUR). The Planned Development-Mixed Use Community was approved as a “Free Standing” Planned Development District which included Single Family, Multi-Family, General Retail, and Mixed Use.

On April 19, 2021, City Council approved Ordinance 3265 which replaced PD Ordinance 2330 with a new Planned Development-Mixed Use Residential (PD-MUR) zoning district. In addition to modernizing the development standard for the subject property, Ordinance 3265 incorporated approximately 800 additional acres into the development.

Adjoining Zoning & Uses:

Direction	Zoning	Current Use
North	N/A (ETJ)	Single Family Residences & Agriculture
East	General Retail (GR) & Interstate 35E	Waxahachie Fire Station #4 and Interstate 35E
South	N/A (ETJ)	Single Family Residences & Agriculture
West	Future Development (FD) & ETJ	Single Family Residences & Agriculture

Future Land Use Plan (FLUP): Residential Neighborhood, Mixed Use Neighborhood, and Regional Commercial

FLUP Descriptions:

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.

(16)

Mixed Use Neighborhood: 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 allows 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.

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.

Thoroughfare Plan:

The subject property is accessible via Interstate 35E, FM 1446, FM 875 and Lone Elm Road. The 2024 Waxahachie Thoroughfare Plan identifies multiple Major Arterial and Major Collector thoroughfares crossing through the subject property. The Applicant's proposal to dedicate right-of-way (ROW) for, and construct, these thoroughfares is discussed in the Planning Analysis section below.

Site Image:

(16)



PLANNING ANALYSIS

Purpose of Request:

The Applicant requests approval of a zoning change for a Planned Development (PD) zoning district to allow for the development of a 3,169.6-acre master planned community that includes a combination of traditional single-family, age-restricted single-family, multi-family, mixed-use, and open space tracts.

A companion petition for Voluntary Annexation for the 206-acres currently located in the Extraterritorial Jurisdiction (ETJ) will be considered by City Council at the November 3, 2025 City Council meeting, prior to this Planned Development request. The portion of the subject property currently in the Waxahachie ETJ must be annexed before this Planned Development zoning request can be approved.

Property Background

The current Planned Development-Mixed Use Residential (PD-MUR) zoning for the subject property was approved with Ordinance 3265 in April of 2021. The existing zoning covers 2,813 acres in total and includes six (6) primary Development Districts: Single-Family Residential, Multi-family Residential, Mixed-Use Residential, Mixed-Use Nonresidential, General Retail, and Open Space. A total of 8,955 dwelling units are permitted with the current zoning. This total unit count is comprised of 5,769 single-family units, 1,926 multi-family units, and 1,260 units spread across the mixed-use districts. The maximum gross density of the existing district as a whole is 3.18 dwelling units per acre. The existing zoning requires a minimum of four amenity centers and 400 total acres of open space. The concept plan for the existing district centers around a collection of town-center styled mixed-use districts surrounded by single-family districts and general retail districts at major intersections.

Case History:

This application was originally submitted on December 18, 2024. Since that time, a total of nine (9) revised submittals for the application that have been formally reviewed by staff with an average turnaround time of 5.61 business days. Per the Applicant's request, City Council conducted Work Sessions in April of 2025 and August of 2025 to provide direct feedback on the application. At each Work Session, City Council provided feedback that identified ways in which the proposal could be revised to address City needs and directed the Applicant to continue to work with staff to address all concerns before returning for final City Council consideration.

Case History (continued):

It is important to note that at the time of this report, staff still has multiple outstanding concerns that the Applicant has declined or been unable to address. On September 30, 2025, the Applicant acknowledged these items and requested to be placed on the October 28, 2025 Planning & Zoning Commission meeting agenda and the November 3, 2025 City Council meeting agenda. As noted above, the Applicant subsequently submitted continuance requests to extend the public hearings of the application to the November 10th Planning & Zoning Commission meeting and the November 17th City Council meeting.

(16)

Proposed Use:

The PD is proposed to include a total of five (5) unique PD Districts to facilitate development of the 3,169.6-acre property. The PD Districts include the Traditional Residential District (TR), Active Adult Residential District (AA), Flex Residential District (FR), Multi-Family Residential District (MF), and Mixed-Use District (MU); which are described in greater detail below. The proposal allows for a maximum of 13,270 dwelling units across the entirety of the subject property. The total number of proposed dwelling units are comprised of 11,880 single family dwelling units and 1,390 dwelling units from the MF and MU districts. Based on current NCTCOG household occupancy estimates, this number of dwelling units may accommodate a population of up to 33,902 individuals. This figure represents approximately 65.9% of Waxahachie's population of 51,415, as of October 1, 2025.

Traditional Residential District (TR): The TR district is intended to establish a traditional neighborhood with park, open space, and school sites for families at all stages of life. A mixture of residential lot types and homes are intended to be available in this district to allow families to age in place without leaving the district.

Active Adult Residential District (AA): The AA district is intended to establish a neighborhood tailored exclusively to 55+ individuals and families. Accordingly, housing types and amenities are intended to take forms that are more accessible and desirable to citizens in the later stages of life rather than young families.

Flex Residential District (FR): The FR district is intended to be a placeholder. Prior to development of this district, the area will be designated for development under TR or AA standards. Due to the size of the proposed development, build-out of the FR district is unlikely to occur in the near term and thus the Applicant cannot determine whether it is more appropriate for this district to be developed as TR or AA at this time. The FR district provides for future development flexibility based on market conditions.

Multi-Family Residential District (MF): The MF district is proposed to develop in a traditional apartment form. In addition to garden style apartments, lower density multi-family products such as townhome/brownstone style units and build-for-rent communities are permitted.

Mixed-Use District (MU): The MU district is intended to facilitate the development of a mixture (approximately 20/80) of residential and non-residential uses. The MU district is intended to accommodate a range of residential uses and enable the development of a walkable, retail/restaurant-oriented development pattern.

Proposed Use (continued):

The PD proposal designates a total of 3,007.5 acres to be developed for single-family uses under the TR, AA, and FR districts. A total of 29 acres are designated for development under the MF district and 133.1 acres are designated for development under the MU district. Specific districts are not proposed for Civic, School, or Open Space/Park/Amenity areas as these uses are proposed to be integrated into each PD District. A total of 400 acres of the subject property are proposed to be developed as Open Space, with 45-50 acres located in the 100-year floodplain. A total of 10 acres are proposed to be dedicated for Civic uses and a minimum of 49 acres are proposed to be dedicated to WISD for future school sites. The proposal also includes major drainage, detention, utility and roadway infrastructure elements needed to support the development. These uses and the design of the associated infrastructure elements are discussed in greater detail below.

(16)

Concept Plan:

The Concept Plan (Exhibit B) proposed with this Planned Development request identifies the general location and size of each of the PD Districts. The TR District is situated on the northern half of the subject property covering 1,080-acres; while the AA District is situated on 1,019-acres on the southern half of the property. The FR District is situated on 907-acres on the western portion of the subject property. The MU District is primarily situated at the eastern entrance to the development at the intersection of Brookside Road and I-35E. The MF district is divided between two tracts situated near the center of the property and along FM 1446.

Beyond the general boundaries, gross acreage, and unit count allocated to each district, the Concept Plan provides no binding requirements for the location or internal design of each district. The Planned Development Standards call for general compliance with Concept Plan; but allow for PD District boundaries to be modified. The internal layout and design of each district is only established on a phase-by-phase basis with the approval of individual plats or site plans.

The Concept Plan also identifies major Amenity/Welcome Centers, parks, detention areas, school sites, and preserved open space in addition to the PD Districts. However, insufficient Planned Development Standards are present to ensure that the resulting development will reflect the layout of these features as shown on the Concept Plan. Staff has concern with the limited detail conveyed by the Concept Plan, as will be discussed in greater detail below.

Proposed Planned Development Residential Lot Standards:

The Planned Development proposal includes a total of twelve (12) unique residential lot types. The proposed lot types generally fall into two primary categories: Front Loaded and Alley Loaded/Cluster. Front Loaded lot types include the Residential Detached, Zipper, Paired Villa, Courtyard Villa, and Shallow and Wide lots. Alley Loaded/Cluster lot types include the Residential Detached, Zero Lot Line, Courtyard Home, Courtyard Villa, Townhome, Park-Facing, and Cottage lots. A detail depicting each lot type and the associated dimension, setback, height and lot coverage requirements for each lot can be referenced below.

Proposed Planned Development Residential Lot Standards (continued):

(16)

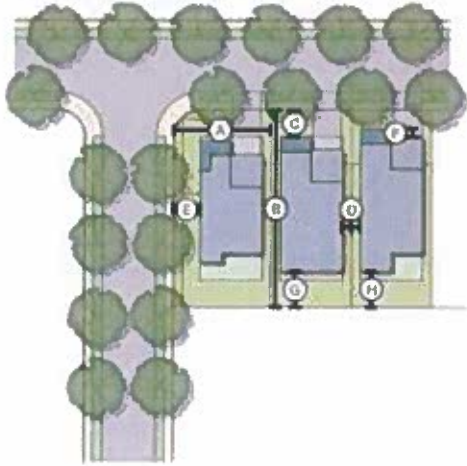
The proposed lot types range in minimum size from 2,500 square feet to 6,000 square feet for the largest lot type. The existing zoning for the subject property includes minimum lot sizes that range from 2,000 square feet to 12,500 square feet. Notably, the largest minimum lot size required in the Planned Development is significantly smaller than the minimum lot size required by Waxahachie's base Single Family-3 (SF-3) zoning district at 10,000 square feet. For additional context, the lots permitted by the SF-3 zoning district are the smallest lot types allowed in the base Waxahachie Zoning Ordinance. In terms of minimum home size, the SF-3 zoning district requires dwellings to be a minimum of 1,200 square feet. The proposed Planned Development Standards expressly eliminate the requirement for a minimum dwelling size for all lot types.

It is also important to note that the Cottage, Paired Villa, Courtyard Villa (Front Loaded), and Courtyard Villa (Alley Loaded) lot types are comparable to traditional duplex type lots. These lots are intended to be utilized with structures that contain two (2) dwelling units with a shared lot line running through the structure so that each individual lot only contains a single dwelling unit.

All twelve (12) lot types are proposed to be utilized in the AA district; but the TR district is not proposed to utilize the Courtyard Villa lot type. The Applicant has not proposed a requirement that would result in the use of each lot type within the development. Instead, Chapters 5.4.1 and 5.4.2 of the Planned Development Standards include general lot mix requirements. The proposed lot mix requirements are significantly below the current requirements of the Waxahachie Zoning Ordinance. As written, the Planned Development Standards would allow all 11,880 single family units to be comprised of just three (3) lot types. The proposed standards do not require different lot types to be integrated within each block; which leads to significant monotony concerns for both individual neighborhoods and the development as a whole.

This concern is exacerbated by the narrow range of minimum lot sizes across the proposed lot types; which restricts the type and size of homes that may be built within the community. The minimum standards proposed by the Applicant do not prevent the development of larger lot sizes, if demanded by the market; but without the inclusion of specific requirements for larger lots, it is unlikely that lots larger than 6,000 square feet will be developed in meaningful numbers across the development. The lot mix issue is discussed in greater detail in the Staff Concerns section below.

RESIDENTIAL DETACHED - FRONT LOADED

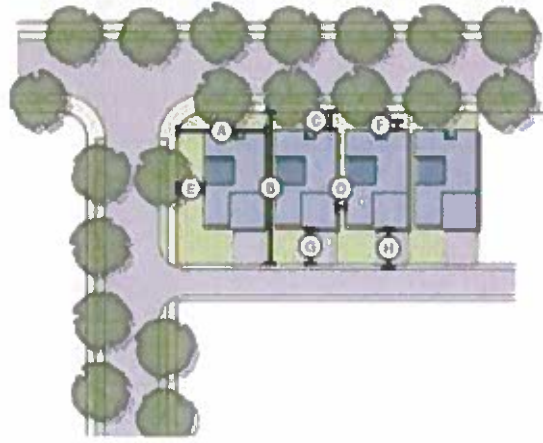


Typical Lot Dimensions
Residential Detached

Lot Type	< 60 ft	90 ft - 110 ft
Minimum lot area	4,400 sf	6,000 sf
A: Minimum lot width	40 ft	60 ft
B: Minimum lot depth	110 ft	110 ft
C: Minimum front setback from ROW	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)
D: Minimum side setback	5 ft	5 ft
E: Minimum side setback along ROW	15 ft	15 ft
F: Maximum front porch setback encroachment	5 ft	8 ft
G: Minimum rear setback	15 ft	15 ft
Maximum height	35 ft	35 ft
Maximum lot coverage	80%	70%
Housing Type District:	Active Adult / Traditional Residential*	

COURTYARD HOMES

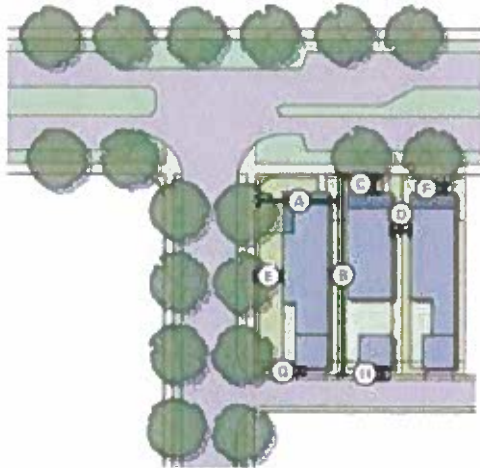
(16)



Typical Lot Dimensions
Courtyard homes

Minimum lot area	3,375 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

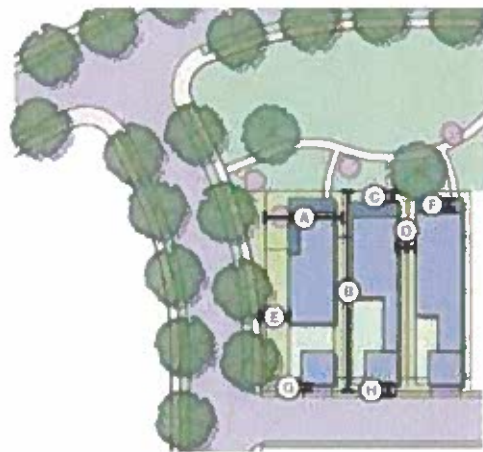
RESIDENTIAL DETACHED - ALLEY LOADED



Typical Lot Dimensions
Residential Detached

Minimum lot area	3,000 sf
A: Minimum lot width	30 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	15 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

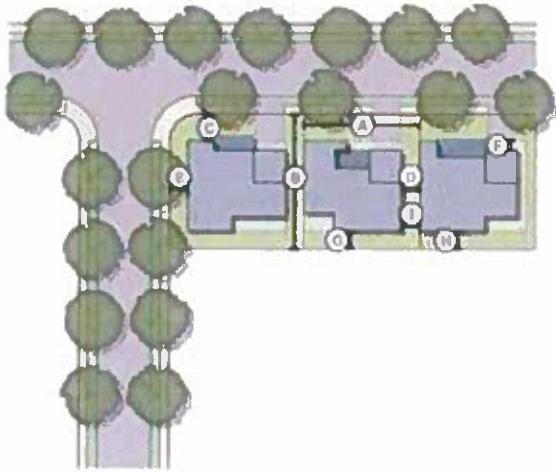
PARK-FACING CONDITIONS



Typical Lot Dimensions
Park-facing Condition for a variety of housing types

Minimum lot area	varies
A: Minimum lot width	varies
B: Minimum lot depth	varies
C: Minimum front setback from ROW	varies, 5 ft from property line
D: Minimum side setback	varies
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	varies
H: Minimum rear alley setback (garage entry)	varies
Maximum height	35 ft
Maximum lot coverage	varies
Housing Type District:	Active Adult / Traditional Residential

SHALLOW AND WIDE LOTS



Typical Lot Dimensions
Shallow and Wide Lots

Minimum lot area	4,875 sq ft
A Minimum lot width	65 ft
B Minimum lot depth	75 ft
C Minimum front setback from ROW	15 ft (20ft to garage entry)
D Minimum side setback	5 ft
E Minimum side setback along ROW	10 ft
F Maximum front porch setback encroachment	5 ft
G Minimum rear setback	10 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

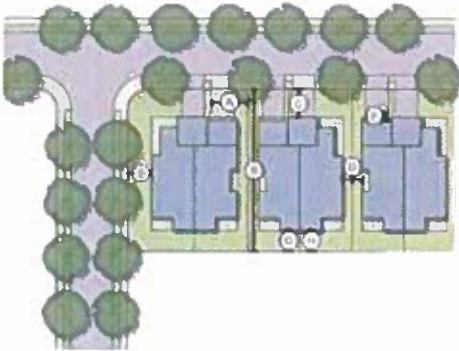
COTTAGE



Typical Lot Dimensions
Cottages

Minimum lot area	3,700 sq ft
A Minimum lot width	35 ft
B Minimum lot depth	100 ft
C Minimum front setback from ROW	10 ft
D Minimum side setback	15 ft (0 ft on the common wall with the adjoining unit)
E Minimum side setback along ROW	10 ft
F Maximum front porch setback encroachment	0 ft
G Minimum rear setback	10 ft
H Minimum rear alley setback (garage entry)	N/A
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

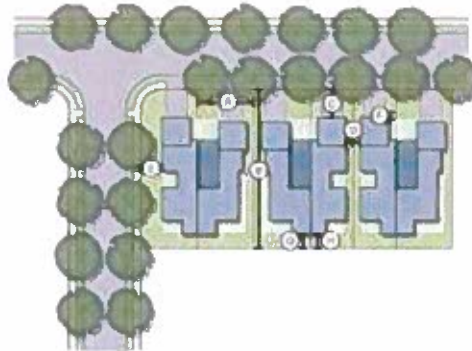
PAIRED VILLAS



Typical Lot Dimensions
Paired Villas

Minimum lot area	7,200 sq ft
A Minimum lot width	25 ft
B Minimum lot depth	100 ft
C Minimum front setback from ROW	10 ft (20ft to garage entry)
D Minimum side setback	15 ft (0 ft on the common wall with the adjoining unit)
E Minimum side setback along ROW	10 ft
F Maximum front porch setback encroachment	5 ft
G Minimum rear setback	15 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

COURTYARD VILLAS - FRONT LOADED



Typical Lot Dimensions
Courtyard Villas

Minimum lot area	9,000 sq ft
A Minimum lot width	45 ft
B Minimum lot depth	100 ft
C Minimum front setback from ROW	15 ft (20ft to garage entry)
D Minimum side setback	15 ft (0 ft on the common wall with the adjoining unit)
E Minimum side setback along ROW	10 ft
F Maximum front porch setback encroachment	5 ft
G Minimum rear setback	10 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult

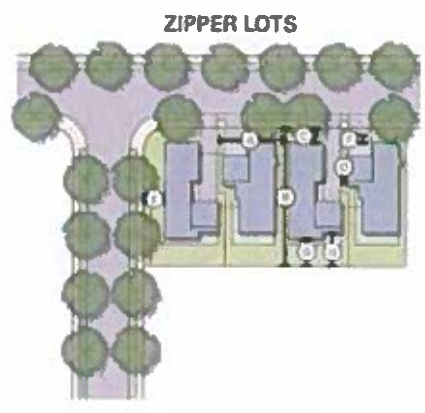
COURTYARD VILLAS - ALLEY LOADED



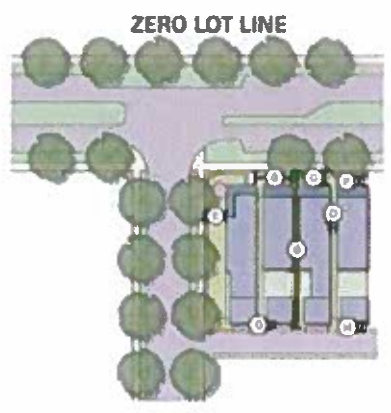
Typical Lot Dimensions
Paired Villas

Minimum lot area	1,000 sq ft
A Minimum lot width	45 ft
B Minimum lot depth	75 ft
C Minimum front setback from ROW	10 ft
D Minimum side setback	15 ft (0 ft on the common wall with the adjoining unit)
E Minimum side setback along ROW	10 ft
F Maximum front porch setback encroachment	5 ft
G Minimum rear setback	10 ft
H Minimum rear alley setback (garage entry)	25 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult

(16)



Typical Lot Dimensions
Zipper Lots



Typical Lot Dimensions
Zero Lot Line



Typical Lot Dimensions
Townhomes

Minimum lot area	4,100 sf
A. Minimum lot width	48 ft
B. Minimum lot depth	89 ft
C. Minimum front setback from ROW	11 ft (allowing 30% and 40 ft to garage entry)
D. Minimum side setback	2.5 ft (10 ft of separation between units)
E. Minimum side setback along ROW	15 ft
F. Maximum front porch setback	5 ft
G. Maximum rear setback	10 ft
H. Maximum height	31 ft
I. Maximum lot coverage	30%
Housing Type District:	Active Adult / Traditional Residential

Minimum lot area	2,600 sf
A. Minimum lot width	25 ft
B. Minimum lot depth	100 ft
C. Minimum front setback from ROW	12 ft
D. Minimum side setback	15 ft or 4 ft on the corner lot with the adjoining lot
E. Minimum side setback along ROW	10 ft
F. Maximum front porch setback	5 ft
G. Maximum rear setback	15 ft
H. Minimum rear seteg setback (garage entry)	4 ft
I. Maximum height	30 ft
J. Maximum lot coverage	30%
Housing Type District:	Active Adult / Traditional Residential

Minimum lot area	2,200 sf
A. Minimum lot width	25 ft
B. Minimum lot depth	33 ft
C. Minimum front setback from ROW	10 ft
D. Minimum side setback	5 ft or 4 ft on the corner lot with the adjoining lot
E. Minimum side setback along ROW	12 ft
F. Maximum front porch setback	5 ft
G. Maximum rear setback	10 ft
H. Minimum rear seteg setback (garage entry)	4 ft
I. Maximum height	35 ft
J. Maximum lot coverage	30%
Housing Type District:	Active Adult / Traditional Residential

Multi-Family Residential District (MF):

As noted above, the Planned Development request includes a proposal for a Multi-Family (MF) Residential District comprised of 29-acres in total. The Concept Plan (Exhibit B) identifies only two tracts within the subject property to be designated as the MF district. The tracts are situated along FM 1446 and near the center of the development. In total, the MF district is proposed to include a maximum of 725 dwelling units at a maximum density of 25 dwelling units per acre. The Planned Development Standards require a minimum of 500 single family dwelling units to be completed prior to development of the MF district. The Planned Development Standards also include a requirement limiting the number of 3- and 4-bedroom units to a maximum of 10% of the total number of units in the district. Despite the restriction on the number of 3- and 4-bedroom units, parking is a concern for the district. The Planned Development Standards include a provision reducing the requirement for attached garage parking spaces from 50% to 20%. Staff recommends that the attached garage parking minimum be increased to 50% to ensure sufficient parking within the district.

It is important to note that apartments and build-for-rent products are permitted outside of the MF district and do not contribute to the 725 dwelling unit maximum of the MF district. Specifically, up to 500 Senior Apartment units are permitted within the AA district, up to 650 build-for-rent units are permitted within the TR district, and up to 665 multi-family units are permitted within the MU district. If maximized, these allowances for units outside of the MF district would permit up to 2,540 multi-family units across the development in total.

Mixed-Use District (MU):

The proposed development does not include dedicated retail or commercial districts. Instead, the Applicant has proposed to accommodate all retail and commercial uses for the development within a Mixed-Use (MU) district totaling 133.1-acres. This is a significant reduction from the existing zoning for the subject property in which 172.5-acres were allocated to a dedicated General Retail district along with a total of 307-acres of Mixed-Use districts. Staff has concern that the reduced acreage dedicated to the MU district will be insufficient to support the retail and commercial needs of the development. This concern is compounded by the fact that the proposed district is mixed-use; which means not all acreage in the district may be utilized for retail or commercial purposes. The Planned Development Standards allow for anywhere between 0% to 20% of the MU district to be comprised of residential uses; which adds uncertainty around exactly how much of the district will actually develop to serve retail or commercial purposes.

(16)

While the MU district is intended to cater towards local retail and commercial uses, the proposal includes a Permitted Use chart (Exhibit C) that allows several inappropriate uses by-right in the MU district. Specifically, uses such as Light Manufacturing, Storage Warehouse, and Data Center are permitted in the MU district. However, these uses are not consistent with the desired development pattern for the MU district that is indicated on the Illustrative Plans (Exhibit M).

The Concept Plan (Exhibit B) proposed with this development heavily clusters MU tracts near I-35E, with just two 15-acre MU tracts being provided elsewhere in the development. This starkly contrasts to the existing zoning for the subject property in which General Retail and Mixed-Use tracts are distributed consistently across the subject property near major intersections. Staff is concerned that the poor distribution of MU tracts across the development will limit the availability of neighborhood services to residents and result in increased congestion near the MU tracts that are provided. This concern is discussed in greater detail in the Staff Concerns section below.

Design criteria for structures and sites in the MU district are also a concern. Neither the Planned Development Standards nor the Development Agreement include sufficient design requirements to result in the in the retail oriented, walkable development pattern shown in the Illustrative Plans (Exhibit M). The current proposal for exterior building design is based largely on the existing Waxahachie Zoning Ordinance. The proposal does not include specific requirements to establish continuity between structures in the MU district or designs that complement the residential design standards for the development. This issue is also discussed in greater detail in the Staff Concerns section below.

Site Plan Requirements:

Chapter 3.2 of the Planned Development Standards outlines the proposed Site Plan approval process for this development. The proposal requires all non-residential and multi-family properties within the subject property to receive Site Plan approval prior to the issuance of a building permit for said uses. The traditional Waxahachie development process requires Site Plan approval for these uses prior to the approval of a Civil Construction permit.

Notably, the proposal allows Site Plan approval to be provided by the City Manager or City Staff designee, as opposed to the Planning & Zoning Commission and City Council. With this in mind, it is important to note that the Planned Development Standards do not require the non-residential, mixed-use, and multi-family tracts to be developed as shown in the Illustrative Plans (Exhibit M). Due to this, staff recommends that the Planned Development Standards be revised to require Planning & Zoning Commission and City Council approval of all Site Plans. This change would help ensure the subject property develops as intended by City Council, if approved.

Density:

The maximum gross density for the proposed development as a whole is 4.18 dwelling units per acre (DUA). This may be compared with the maximum gross density of the existing zoning at 3.18 DUA. The TR, AA, and FR Districts are proposed to have maximum gross densities of 3.95 DUA across the entirety of each district. However, Chapter 5.1.2 of the Planned Development Standards allows individual phases within these districts to reach up to 10 DUA. (16)

Additionally, Chapter 3.5.1 of the Planned Development Standards allows for the developer to modify any numerical standard in the proposal by up to 10% without City Council approval. This proposal would allow the density of some portions of the TR, AA, and FR Districts to be significantly higher than the proposed average. Despite the allowances for increased density, the maximum total dwelling unit count of 13,270 is not permitted to increase for the development as a whole.

Staff has concern that proposed variable density allowances may result in more dense development being prioritized in the initial phases of the development to such an extent that it is infeasible or impractical for later phases to meet the overall density requirement of 3.95 DUA for the TR, AA, and FR Districts. The variably density allowances may also result in a development pattern that is not representative of the Illustrative Plans (Exhibit M) provided by the Applicant. These concerns are discussed in greater detail below.

Civic & School Sites:

The Applicant proposes to dedicate up to 10-acres of property to the City for Civic uses that may include Fire and/or Police Stations. This proposal is consistent with the Civic land dedication requirement of the existing zoning for the subject property. The Planned Development Standards and Development Agreement do not specify an exact location for the Civic land dedication; but do note that the 10-acres can be comprised of one or more individual tracts. The proposed Development Agreement states that dedication of the Civic land shall occur "when the City identifies a specific need".

The Applicant also proposes to dedicate two (2) elementary school sites sized based on WISD needs; but not less than 12-acres each. Dedication of third elementary school site is identified as an option, if WISD provides evidence to the Developer that a third location is warranted. Additionally, one 25-30-acre site for a middle school is proposed to be dedicated as part of this development. Similar to the Civic land, the proposal notes that the final location and dedication timeline for the school sites shall occur "when the WISD identifies as specific need". The Applicant is only proposing to dedicate land for future school sites, not participate in the development or construction of the schools.

Notably, the existing zoning requires a minimum of 85-100-acres of land dedication to WISD for up to five (5) Elementary School sites and one (1) Junior High site. The Applicant has noted the reason for the reduction in land dedication is due to between 1,019-acres and 1,926-acres of the subject property being designated as the Active Adult Residential (AA) district. This district is proposed to be age restricted to 55+ year old residents and thus will include little to no school-age children. Despite the intent for a large portion of the development to be age-restricted, staff has concern that 3 Elementary Schools and 1 Middle School is insufficient to serve the expected population. This concern may be exacerbated if the age restriction requirement of the AA district is not sufficiently enforced.

Amenity Centers:

The Concept Plan (Exhibit B) proposed with this development identifies two (2) primary Amenity Center tracts. The Amenity Centers tracts are proposed to be a minimum of 20-acres each. An Amenity Center Tract is proposed for both the Traditional Residential (TR) district and the Active Adult Residential (AA) district. Chapter 6.5.2 of the Planned Development Standards includes design guidelines for the type and minimum number of amenities required with each tract. This chapter also includes construction phasing guidelines for the tract in each district that require construction of the primary amenity center to begin no later than final inspection for the 750th home in the TR district and the 500th home in the AA district respectively. Full build out of the Amenity Center tracts is not proposed until the final inspection of the 2,000th home in the TR district and the 1,500th home in the AA district. The Amenity Centers are proposed to be accessible only by members of the HOA, not the general public

(16)

The Developer is obligated to receive Site Plan approval for each Amenity Center tract prior to development. However, Site Plan approval is proposed to occur at the administrative level as opposed to the Planning & Zoning Commission and City Council. With this in mind, it is important to note that the Planned Development Standards do not require the Amenity Center Tracts to be developed as shown in the Illustrative Plans (Exhibit M) and do not adequately prevent individual amenities from being duplicated to meet minimum amenity requirements. These issues are discussed in greater detail in the Staff Concerns section below.

Open Space, Parks, Trails & Amenities:

As per Section 4.4 of the Waxahachie Subdivision Ordinance, residential developments are required to provide a clear fee simple dedication at a pro rata rate of two (2) acres of land for each proposed 100 dwelling units. If followed, this requirement would result in the dedication of approximately 265 acres for public parks with this development. The Applicant has not identified the exact acreage of park land that is proposed to be dedicated to the City. However, based on the Open Space and Trail Plan (Exhibit F), approximately 180-acres of total park land appears to be proposed for dedication. Approximately 45-50-acres of this total are located within the 100-year floodplain. It is important to note that the current Waxahachie requirement prohibits land with extreme topography or land located within a drainage area or FEMA designated 100-year floodplain from qualifying for dedication.

The Applicant has provided an alternative to the typical park land dedication requirement with this PD proposal. Chapter 6 of the Planned Development Standards includes a detailed proposal for Open Spaces, Parks, Trails, and Amenities that are tailored to this Development. The alternative proposal requires a minimum of 400 acres of total "Open Space" for the development. Passive areas such as floodplain, utility easements, and landscape buffers, including those located within street right-of-way (ROW), are proposed to count towards the total Open Space requirement. The amount of passive open space that can contribute to the 400-acre minimum requirement is not capped. Open Spaces are proposed to be accessible to the general public.

For additional context, the existing zoning for the subject property includes a similar requirement for a minimum of 400 acres of "Open Space" that may be comprised of passive areas such as floodplain, utility easements, and landscape buffers in addition to traditional parks. Notably, the existing zoning caps the amount of floodplain that can contribute to this total at 63.3 acres. The proposed Planned Development Standards require each residential plat containing 100 or more lots to provide a minimum of 10% of the total platted area as Open Space. As noted above, both passive and active amenity areas may contribute towards the Open Space requirement.

Open Space, Parks, Trails & Amenities (continued):

(16)

The Applicant has identified active amenities and park areas that are proposed to contribute to the minimum Open Space requirement with Exhibit F, the Open Space and Trail Plan. These active amenities include two (2) 20-acre amenity centers, the Waxahachie-Midlothian Regional Trail, a Regional Trail Park, Linear Parks, Specialty Parks, Neighborhood Parks, Pocket Parks, and Gas Line Parks that are proposed to be connected with a trail system.

Each of these active amenity and park areas are defined in detail in Chapter 6 of the Planned Development Standards. This chapter defines each of the amenity elements that are proposed within the development as a whole. Design criteria are provided for each type of park wherein the minimum size and frequency of each park is established along with the minimum number of required amenity elements. The number of required amenity elements is proposed to scale up as park size increases; but no single type of amenity element can comprise more than 25% of the required elements for a park. Per the Open Space and Trail Plan (Exhibit F), each park is proposed to connect to the trail network. All homesites are proposed to be located within 0.5-miles of a park; which is a greater distance than the typical precedent in Waxahachie for homes to be located within 0.25-miles of a park.

The Planned Development Standards and Development Agreement include provisions requiring the Developer to fund and install the portion of the Midlothian-Waxahachie Regional Trail that crosses the subject property. The proposal generally requires construction of the trail to commence once the adjacent section of the trail being constructed by the City is complete; but a definitive construction and dedication timeline for the trail is not provided in the Development Agreement.

While the Planned Development Standards generally define what parks will be present and what amenities may be provided in each type of park, they do not identify the exact location, size, or design of each park. This ambiguity provides flexibility for future park design; but is a concern as it relates to parks that are proposed to be dedicated to the City per the Development Agreement, such as the Specialty Parks and the Regional Trail Park. There is a need for the City to understand the exact size, location, and amenity package for each of these parks at this time so that it can be determined whether City maintenance is feasible and whether City ownership is appropriate. This issue is discussed in greater detail in the Staff Concerns section below.

Ambiguity around the timing of dedication of the Specialty Parks and Regional Trail Parks to the City is also a concern. The Planned Development Standards note that construction of the Specialty Parks and Regional Trail Parks shall commence concurrently with construction of the adjacent residential phase. However, dedication to the City is only proposed with "completion of the last unit in the adjacent residential subdivision". This provision does not result in a definitive timeline for park dedication as it allows dedication to be delayed indefinitely if just one (1) lot in the adjacent residential phase is left undeveloped. This has the potential to delay required amenities for adjacent residents and negatively impact City efforts to plan for maintenance obligations. This issue is discussed in greater detail in the Staff Concerns section below.

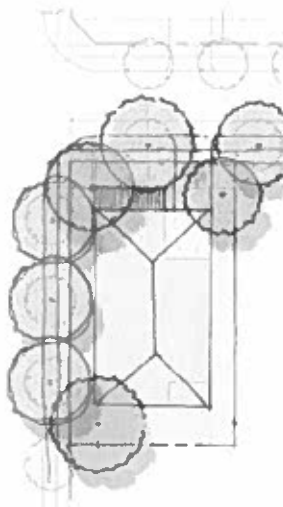
Park Land Dedication Fees:

As noted above, residential developments are typically required to provide a clear fee simple dedication at a pro rata rate of two (2) acres of land for each proposed 100 dwelling units. Alternatively, a cash in lieu of park land dedication payment can be made at \$400.00 per dwelling unit. For context, the total cash in lieu of park land dedication fee for this development is estimated at \$5,308,000.00. The Applicant requests that the Open Space, Park, and Amenity proposal for the development satisfy the requirement for either direct park land dedication or cash-in-lieu fees.

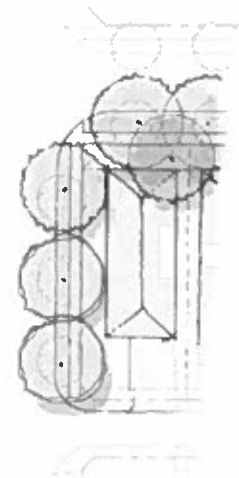
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Landscaping & Screening:

To accommodate the small size of the majority of single-family residential lots proposed with this development, the Applicant has included alternative residential landscape requirements in the Planned Development Standards. Lots greater than 50' in width with detached housing products are required to have two 3" canopy trees in the front yard and one 2" canopy tree in the rear yard. Lots less than 50' in width and those with attached products are required to have one 3" canopy tree in the front yard and one 2" canopy tree in the rear yard. The exhibit below identifies typical examples of street and interior trees on residential lots.



Lots Greater than 50' in Width

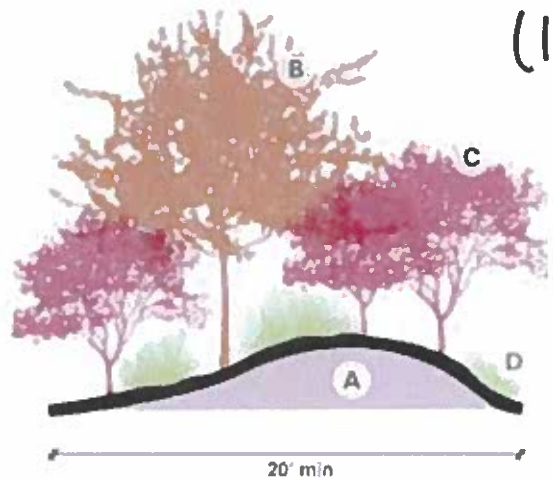


Lots 50' or Less in Width

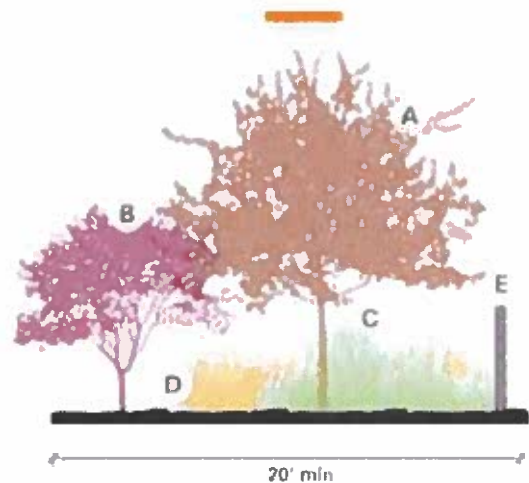
Street canopy trees a minimum of 3" in caliper are required to be planted in the right-of-way (ROW) in all PD districts, with the exception of areas developed as Cottage Lots. The Planned Development Standards also require Street Trees to be planted and irrigated in boulevard medians and right-of-way islands at a rate of one tree for every 1,000 square feet of median area. The Planned Development Standards also require a combination of canopy trees, ornamental trees, and shrubs to be planted in landscape bump-outs at regular intervals in the ROW of Enhanced Local Streets. Landscaping and irrigation that is located within the ROW is required to be installed concurrently with the public infrastructure in the ROW. These proposals for landscaping in the ROW are an enhancement to the current landscape requirements of the Waxahachie Zoning Ordinance.

Landscaping & Screening (continued):

The Planned Development Standards also include alternative screening proposals for major thoroughfares and non-residential uses. The Waxahachie Zoning Ordinance typically requires single family residential lots that are adjacent to major thoroughfares or non-residential uses to be screened by a 6' masonry wall. If strictly followed, a masonry screening wall without a supporting buffer area and landscaping can result in an undesirable aesthetic condition along thoroughfares and between land uses. The Screening Plan (Exhibit G) proposed by the Applicant replaces the typical screening wall requirement with a requirement for a 20' landscaped buffer intended to enhance the development. Screening Option 1 is proposed along major thoroughfares. The Option 1 buffer is required to include a 3' berm along with evergreen trees and shrubs at regular intervals. Screening Option 2 is proposed between residential and non-residential districts. The Option 2 buffer is required to include evergreen trees, 6'-8' Midstory plants, and shrubs at regular intervals. Option 2 also allows for the substitution of Midstory plants for a 6' masonry wall, if the 20' landscape buffer is still provided.



PRIMARY SCREENING TYPE - 1



PRIMARY SCREENING TYPE - 2

Tree Preservation:

The Applicant has included a tree preservation provision with the Development Agreement for proposed development. The provision states that "Tree Preservation requirements set forth in City Ordinances shall be satisfied by the installation of trees required under the Zoning Ordinance". The proposed language does not actually result in a requirement to preserve existing trees on the property and instead expressly allows for clear cutting. This is a concern specifically as it relates to park areas, open spaces, and floodplain areas where tree preservation is a crucial amenity and a key part of erosion control. This issue is addressed in Condition 60 below.

Floodplain

The subject property is immediately adjacent to Waxahachie Creek and approximately 45-50 acres of the property is located within FEMA designated 100-year Floodplain. Development within the 100-year Floodplain is subject to Appendix B (Flood Damage Prevention) of the City of Waxahachie Code of Ordinances as amended. Generally speaking, a very limited amount of activity can occur within the 100-year floodplain so as not to impact flooding along Waxahachie creek. Due to this, the Applicant proposes to incorporate all portions of the subject property within the 100-year floodplain in the Regional Trail Parks. As mentioned above, the Regional Trail Parks are proposed to be dedicated to the City and contain the Midlothian-Waxahachie Regional Trail. All proposed park and trail improvements within, and adjacent to, the 100-year floodplain are subject to review and approval by the Public Works and Engineering Department.

Architectural Styles:

Architectural design standards and exterior construction material standards are provided with Exhibit K of the Development Agreement. Exhibit K establishes these detailed standards for single-family residential homes; but does not provide the same degree of detail for non-residential and multi-family structures. The limited specificity for non-residential and multi-family structures is likely to result in development that is not architecturally compatible with adjacent single-family neighborhoods.

The Applicant proposes six (6) unique single-family home styles for use within this Planned Development. The home styles include Texas Farmhouse, Texas Craftsman, Texas Hill Country, Texas Tudor, Texas Colonial Revival, and Texas Victorian. To provide an opportunity for variety within each home style, a spectrum of design standards is proposed for Traditional, Transitional, and Bold versions of each home style. The proposed Design Guidelines also establish three (3) tiers of key architectural elements that are required to be incorporated into the design of a home in order for it to be considered a particular style. Graphic representations and example imagery are provided alongside these elements in Exhibit K to reduce ambiguity. It is important to note that Exhibit K does not require all single-family homes to utilize the Waxahachie standard of 75% masonry exterior construction materials. By contrast, Exhibit K establishes a minimum masonry exterior material requirement ranging from 0% to 50% based on the style of home.

Exhibit K also established alternative anti-monotony (or lot skip) requirements for the proposed development. The current Waxahachie Zoning Ordinance prohibits the same elevation from being duplicated within six (6) lots in either direction on the same blockface, directly across the street, and four (4) lots in any direction. The requirement reduces monotony by preventing the same home from being frequently repeated within a neighborhood. The Applicant proposes to only prohibit the same elevation immediately to either side of a lot, or directly across the street. Further departing from current minimum Waxahachie Standards, Exhibit K permits a change in color scheme to be considered a change in elevation for the purpose compliance with anti-monotony requirements. The current Waxahachie Zoning Ordinance requires architectural or structural differences to be present for an elevation to be considered changed. This proposal is a significant concern for staff that is discussed in greater detail below.

In regards to non-residential and mixed-use structures, Exhibit K provides design guidelines that are largely based on the current requirements of the Waxahachie Zoning Ordinance. The exhibit does not include requirements for the use of specific architectural elements, masonry products, or color palettes that are complimentary to the standards proposed for single-family homes. Similarly, Exhibit K includes language that generally requires pedestrian friendly streetscape design; but falls short of detailing specifically how street and sidewalk furnishings should be installed in the MU district to create a walkable, retail-oriented development. This concern is also discussed in greater detail below.

Master Plan Review & Building Permitting:

(16)

The Planned Development Standards (Chapter 3.3) and the Development Agreement (Section 6.12(d)) include provisions to establish a Master Approval process for building permits that operates outside of the City's typical Building Permitting process. The process is intended to allow the Developer to submit a set of Master single-family residential Floor Plans for review and approval ahead of the submission of a typical building permit. Once a Master Floor Plan is approved, the proposal obligates City approval and issuance of a building permit for a home utilizing the floor plan.

The proposal specifically obligates 2- and 3- business day building permit review and issuance timelines for the life of the project without regard for potential local, state, or IBC changes that may impact permitting processes in the future. The proposal does not include requirements for the developer to provide any more rigorous building standards that may justify an expedited plan review process. The proposal introduces potential pitfalls and loopholes in the permitting process that are likely to lead to design monotony. Additionally, the proposal authorizes the developer to receive permit approval by third-party plan reviewers and obligates the City to accept the determination of the third-party without the opportunity for further review by City staff. This particular aspect of the proposal is likely to negatively impact the City's ability to properly review building permits and ensure up-to-date International Building Code (IBC) compliance through the life of the development. Staff concern with this proposal is addressed in greater detail in the Staff Concerns section below.

Signage:

The Applicant proposes to establish unique signage guidelines for the development via Signage standards (Chapter 10, Planned Development Standards) and a Signage Plan (Exhibit I). The Planned Development Standards establish written guidelines for a variety of signs that are not currently defined and/or not currently permitted by the Waxahachie Zoning Ordinance. These signs include Primary Entry, Secondary Entry, Tertiary Entry, Residential Navigation, and Directional signs that are proposed to take the form of large monuments. Due to the proposed size, proximity, and purpose of each of these signs, it was necessary for the Applicant to propose guidelines outside of the framework of the existing Waxahachie Zoning Ordinance. Exhibit I can be referenced for greater detail and a graphic representation of each sign.

Thoroughfare Plan:

The Applicant has provided a Thoroughfare Exhibit (Exhibit D) with this PD request that identifies the major thoroughfares proposed within subject property. The thoroughfares proposed on the subject property are generally consistent with the 2024 Waxahachie Thoroughfare Plan. The proposal includes two primary 120' Major Arterial thoroughfares in North-South and East-West directions. The North-South Major Arterial is proposed to extend from FM 1446 to FM 875; while the East-West Major Arterial is proposed to extend from the Brookside Road bridge to Lone Elm Road.

Additionally, 80' and 60' Collector thoroughfares are proposed throughout the subject property. A 72' "Enhanced Local Street" with on-street parking and upgraded landscaping is proposed to serve as a ring road around the center of the development. The Enhanced Local Street is a proposal unique to this development and is not found in the 2024 Waxahachie Thoroughfare Plan. Notably, the thoroughfare proposal does not include right-of-way (ROW) dedication or improvements for thoroughfares on the border of the development such as FM 875, FM 1446, or Lone Elm Road. Staff has informed the Applicant that ROW dedication, and potential improvements, for these thoroughfares is required with this development per the 2024 Waxahachie Thoroughfare Plan. At the time of this staff report, the Applicant has not revised the proposal to include the appropriate ROW dedication for these thoroughfares.

Access:

The Applicant's proposal to access the subject property is based primarily on the intersection of Brookside Road and I-35E. Beyond this intersection, the proposal includes two (2) direct connections to FM 875 to the north and one (1) direct connection to FM 1446 to the south. The proposal also includes one (1) additional future connection to FM 875 and FM 1446 via Lone Elm Road. However, these future connections via Lone Elm Road are proposed at full-build out of the development and do not currently include improvements to Lone Elm Road by the Developer.

The Applicant proposes to support the initial phases of the proposed development by building only two-lanes (one lane per direction) of the Major East-West Arterial thoroughfare extending from the Brookside Road bridge. Staff contends that the intersection of Brookside Road and I-35E alone cannot properly support any development of the subject property. Staff subsequently requested that a secondary connection to FM 875 be made with the initial phase of development. To address this concern, the Applicant has added a Chapter to the Planned Development Standards (9.2.1) requiring an "access route" in the form of a "public street, fire lane, or temporary all-weather access" be provided from I-35E to FM 875 prior to the issuance of the first Certificate of Occupancy (CO) in the development.

Traffic Impact Analysis (TIA):

The Applicant has provided a TIA for the proposed development to address traffic demands generated by the development. Staff provided the latest round of technical comments on the TIA on July 30th, 2025; but has not received a revised submittal from the Applicant since that time.

The TIA stresses that only a high-level analysis of traffic demands could be conducted at this time due to the conceptual nature of the current proposal. The TIA focuses almost exclusively on the on-site roadway improvements needed to support the proposed development. The TIA states that the on-site thoroughfare proposal (Exhibit D) is sufficient to support full build-out of the development. The TIA also notes that Phases 1-3 of the proposed development can be supported by a two-lane (one lane per direction) east-west thoroughfare extending from the Brookside Road bridge alone. As noted previously staff contends that the Brookside Road and I-35E intersection alone cannot properly support any development of the subject property and requested that a secondary connection to FM 875 be made with the initial phase of development. The Applicant has not addressed this concern in the TIA directly.

The TIA does not include an analysis of major adjacent intersections and does not identify the off-site improvements necessary to support the traffic generated by the proposed development; such as improvements along FM 875, FM 1446, the Brookside Road bridge, or I-35E service roads. As these items were not analyzed with the TIA, the TIA also falls short of stating that the Developer is responsible for funding and constructing any off-site roadway improvements needed to support the proposed development.

The TIA recommends that detailed studies be conducted concurrently with the development of every 1,000 lots on the subject property to ensure planning and development of the appropriate roadway infrastructure occurs as the property develops.

Street Sections:

The Applicant has provided a Street Section Exhibit (Exhibit E) and detailed Street Design standards (Chapter 9, Planned Development Standards) for each proposed thoroughfare and street type within the development. The Exhibit includes graphics that identify the proposed drive-lanes, landscape buffer (parkway), and sidewalk/trail width for each street type. Where applicable, the exhibit identifies the width and location of landscaped medians and on-street parking. The proposed street sections are generally consistent with those identified in the 2023 Waxahachie Comprehensive Plan. The proposal for Arterial and Collector streets deviates slightly from the recommendations of the Comprehensive Plan by reducing the width of landscape buffers to accommodate wider lanes and sidewalks in some instances. Exhibit E also includes proposed alley sections for both residential and non-residential conditions.

(16)

Phasing:

The Applicant has not included a specific Phasing Plan in the PD request for property. However, the Applicant has indicated that development of the subject property is anticipated to occur over at least thirty-nine (39) phases. Development of the subject property is generally expected to occur from east to west, beginning near the intersection of Brookside Road and Interstate 35E. There is no specific provision in the PD that requires development to progress from east to west; but the Development Agreement proposed for property does include several exhibits that summarize the initial infrastructure needed to develop "Phases 1-5" on the eastern portion of the property. Full buildout of the development is anticipated to take 15-20 years.

Comprehensive Plan Compliance:

The subject property is primarily situated within the Mixed Use Neighborhood placetype, as defined by the 2023 Waxahachie Future Land Use Plan (FLUP), with portions of the property identified under the Residential Neighborhood and Regional Commercial placetypes as well. Based on the current status of the documents submitted to support this proposal, staff has determined that the proposal is not compliant with the intent of the 2023 Waxahachie Comprehensive Plan. The proposal does not provide the range of housing, site design criteria, or integration of residential, employment, and retail opportunities that is necessary to result in the development pattern identified by the Mixed Use Neighborhood placetype. Due to the presence of large exclusively residential PD Districts, the proposal represents a barrier to compliance with the Comprehensive Plan by eliminating the residential, employment, and retail integration established by the current zoning of the subject property.

Development Agreement & Municipal Management District (MMD):

A Municipal Management District, or MMD, is special district designed to allow for specific improvements, and maintenance of said improvements, on a property. The Texas Commission on Environmental Quality (TCEQ) is responsible for authorizing and overseeing the MMD along with the City. MMD's are financed by an additional assessment levied against the property owners within the district. In a practical sense, future property owners in the proposed development would recognize the MMD as an additional "tax". The MMD functions by allowing the district (Developer) to issue bonds to fund the construction of public and semi-public infrastructure for the development. These bonds typically have 30-year lifespans are repaid by the assessments levied on future property owners within the district. A MMD may be used to maintain infrastructure in perpetuity, resulting in a perpetual assessment on members of the district, or may dissolve once the bonds are repaid.

Development Agreement & Municipal Management District (MMD) continued:

(16)

The Kemp Tract proposal includes a request for a Development Agreement to establish a MMD district to fund a wide range of infrastructure improvements on the property. The MMD assessment proposed for this development is \$0.72 per \$100 of taxable assessed value. This assessment rate is equivalent to approximately 118% of the current City property tax rate of \$0.61 per \$100.

It is important to note the extent to which the proposed MMD effects the zoning change request and vice versa. The Applicant proposes to utilize the MMD to fund construction and maintenance of a wide range of public streets, utilities, parks, trails, amenities, greenbelts, screening, and signage that are an integral part of the PD. A change to the MMD has the potential to significantly impact the final PD proposal or the ability of the developer to deliver the improvements required by the PD. Furthermore, the architectural and building material design guidelines for the structures proposed with this zoning request are enforceable only with the Development Agreement, not the PD itself. For these reasons, the PD proposal should not be approved without concurrent consideration and approval of the Development Agreement and MMD.

With such a significant assessment rate, it should be expected that the development provides the absolute highest possible level of value, quality, and design for future residents. Staff has concern that the proposed \$0.72 MMD assessment rate is not justified by the quality of the current PD proposal. Staff is also concerned that a fully informed decision regarding the MMD cannot be made at this time due to the lack of detail provided for the capital costs and long-term maintenance costs of the MMD. Without a full breakdown of capital costs at this time, it cannot be determined how MMD funds are proposed to be allocated or whether the proposed assessment rate is reasonable. These concerns are discussed in greater detail below.

PRIMARY STAFF CONCERNS

The items discussed below represent the primary outstanding staff concerns that remain with the current PD proposal. Each of the concerns below have been extensively discussed with the Applicant and the Applicant's response to each concern is provided for additional context.

Brookside Road Chokepoint:

The primary access point for the property is the intersection of Brookside Road and I35E. This intersection is not sufficient to handle the traffic generated by initial phases, not to mention build-out conditions, due to the size of the Brookside Road bridge and the configuration of I35 entry/exit ramps and service roads. The TIA provided by the developer does not address this issue and only identifies the necessary width of thoroughfares on the subject property itself. If left unaddressed, the traffic issues created by this intersection will be untenable once development occurs.

- *Staff Recommendations:* Prior to approval of the PD request, require the Developer to provide a complete TIA that identifies the improvements needed to mitigate the Brookside Road bridge chokepoint in the immediate, interim, and build-out phases of the development. Specifically, the TIA should identify the improvements needed for the Brookside bridge, I35 entry/exit ramps, and the replacement of the I35 "jug-handle" service roads. The TIA should also identify when specific improvements need to be completed. The PD proposal should be revised to clearly identify the developer as the entity responsible for said improvements. These recommendations may be referenced in Conditions 44, 45, 46, and 47 below.
- *Applicant Response to Concern:* The Applicant has acknowledged concerns related to roadway infrastructure and has committed to evaluating off-site improvements that are necessary to facilitate the development. However, the applicant has not provided a revised TIA or committed to being solely responsible for the funding and installation of the necessary improvements.

MMD Details:

(116)

Staff is concerned that insufficient financial details have been provided with the MMD proposal for a fully informed decision to be made on the MMD rate (\$0.72) and approval of the MMD generally. The MMD proposal only includes a one-page exhibit with capital costs for water, wastewater, roadway, and stormwater infrastructure summarized at a high-level for Phases 1-5 of the development. Capital costs for MMD improvements such as trails, parks, etc. are not included. It is typical for proposals that include a request for a special district, such as a Public Improvement District (PID) or MMD, to include a fully detailed cost breakdown for all special district improvements at the time the zoning of the subject property is considered. For example, the most recently approved PID in Waxahachie, the Montclair Heights PID, included a fully detailed opinion of probable cost breakdown for all infrastructure proposed to be funded by the PID. This level of detail allowed the City to understand the full cost of the proposed infrastructure and exactly how the funds of the special district are allocated to be spent. Without this additional detail, the proposed MMD assessment rate of \$0.72 cannot be justified.

- *Staff Recommendation:* Prior to approval of the PD request, require the Developer to revise the Development Agreement (Exhibit J2) to include granular detail on the anticipated construction costs for all street, utility, drainage, park, landscaping/irrigation, screening, and signage infrastructure and associated construction costs proposed for the development. The additional detail should include anticipated debt service costs for all pieces of infrastructure included in the MMD. This recommendation may be referenced in Conditions 25, 26, 27, 28, 29, 30, 31, and 38 below.
- *Applicant Response to Concern:* The Applicant has noted that the requested information cannot be provided up front with this proposal and contends that the information currently provided in Exhibit J2 is sufficient to approve the MMD request.

Long Term Maintenance Obligations:

The proposal for division of ownership and maintenance responsibility for MMD infrastructure, including street, utility, park, trail, amenity, greenbelt, screening, irrigation, and signage improvements, has not been finalized. No maintenance cost estimates for these infrastructure items have been provided as part of the MMD request. Maintenance cost estimates for these infrastructure items are necessary for the City to understand what long-term financial obligations will be the respective responsibility of the City, MMD, and HOA. Without this information, the proposed MMD assessment rate of \$0.72 cannot be properly evaluated.

- *Staff Recommendations:* Prior to approval of the PD request, require the Developer to revise the Development Agreement to include granular detail on long-term maintenance costs for all infrastructure items identified in Exhibit J2, including street, utility, drainage, park, landscaping/irrigation, screening, and signage infrastructure that is proposed to be maintained in perpetuity by the City, MMD, or HOA. Additionally, require the Developer to revise the Development Agreement (Exhibit N) to require MMD or HOA maintenance of the Waxahachie Regional Trail Park and Specialty Purpose Parks (Sports Park). These recommendations may be referenced in Conditions 25, 26, 27, 31, and 42 below.
- *Applicant Response to Concern:* The Applicant has noted that the requested information cannot be provided up front with this proposal and contends that the information currently provided in Exhibit J2 is sufficient to approve the MMD request.

Utility Infrastructure Clarity:

Staff is concerned that insufficient detail has been provided with regard to the proposal for wastewater infrastructure needed to serve the development. A final proposal identifying the specific wastewater infrastructure required to support the development has yet to be provided. This information is needed prior to final consideration of the MMD, as it has the potential to significantly impact the MMD rate. (16)

- *Staff Recommendations:* Prior to approval of the PD request, require the Developer to provide a complete (on-site & off-site) proposal for wastewater improvements. This should include financial details in addition to technical design details. This should also account for interim infrastructure, if the final proposal includes temporary or interim conditions. These recommendations may be referenced in Conditions 25, 26, 34, 38, 40, and 42 below.
- *Applicant Response to Concern:* The Applicant has committed to addressing off-site infrastructure needs; but has not yet finalized a definitive proposal to address this concern.

Administrative Amendments:

The Planned Development Standards include language that allows for administrative approval of amendments to the development, without City Council approval. Staff contends that this is inappropriate as the amendments have the potential to change the character and form of the development without City Council or citizen input through the public hearing process. For example, provisions allow for up to a 10% change of any numerical standard in the development, up to a 20% change in total acreage allocated to a district, increase of maximum residential density from 3.95 dwelling units per acre (DUA) to 10 DUA, and the conversion of PD Districts without the approval of City Council. These proposals are well beyond the typical threshold for administrative amendments and staff is concerned that these proposals are not appropriate considering the scale and characteristics of the proposed development.

- *Staff Recommendations:* Prior to approval of the PD request, require the Developer to revise the Planned Development Standards to require City Council approval of all PD Amendments through the public hearing process. Additionally, require revisions to the Planned Development Standards to eliminate language allowing for the conversion of PD Districts other than the Flex Residential (FR) District without approval of a PD Amendment by City Council. Furthermore, require revisions to the Planned Development Standards to eliminate language allowing for an increase in single-family residential density above 3.95 DUA without City Council approval. These recommendations may be referenced in Conditions 2, 4, 14, and 30 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and committed to revising the Planned Development Standards to require City Council approval of PD Amendments; but these revisions have not been finalized. Notably, the Applicant is only agreeable to the Public Hearing Process for Major Amendments.

Master Plan Review (Building Permits):

Staff has serious concern with a provision in the Planned Development Standards and Development Agreement that establish a Master Plan Review process exclusively for this development that replaces the City's current Building Permitting process. The proposal introduces potential pitfalls and loopholes in the permitting process that would negatively impact the City's ability to properly review building permits and ensure up-to-date International Building Code (IBC) compliance through the life of the development. The proposal obligates 2- and 3- business day permit review and issuance timelines for the life of the project without regard for potential local, state, or IBC changes that may impact permitting processes in the future. The proposal does not include requirements for the developer to provide any more rigorous building standards that may justify an expedited plan review process.

Master Plan Review (Building Permits) continued:

- *Staff Recommendations:* Prior to approval of the PD request, require the Developer to revise the Planned Development Standards and Development Agreement to include requirements for elevated building standards in return for an expedited administrative review process. Alternatively, eliminate the proposal for Master Plan Review entirely and utilize the City's existing permitting process. (Elevated building standards are those above and beyond 2021 International Building Code (IBC) requirements. For example, a fire sprinkler system in a single-family home.) These recommendations may be referenced in Conditions 3 and 54 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and indicated they are willing to remove the proposal Master Plan Review from the PD; but not the Development Agreement. The Applicant requested to proceed with the provisions for Master Plan Review that are currently present Development Agreement.

(16)

Permitted Uses in the MU District:

The narrative provided by the Applicant for the PD request and the illustrative exhibits provided by the Applicant identify the Mixed Use (MU) District as a walkable, retail/restaurant-oriented portion of the development. However, the Planned Development Standards include provisions that allow for uses such as Light Manufacturing, Storage Warehouse, and Data Center in the MU District by right. Staff is concerned that these uses are inappropriate given the intention for this district to cater towards local and neighborhood scale services.

- *Staff Recommendation:* Prior to approval of the PD request, require the Developer to revise the Planned Development Standards to restrict inappropriate uses in the MU district. (For example, require Light Manufacturing, Storage Warehouse, Data Center, Portable Storage Structure, Convenience Store, and related Land Uses to receive approval of a Specific Use Permit (SUP) by City Council in the MU District. This recommendation may be referenced in Conditions 6, 21, 22, and 23 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and committed to prohibiting or requiring approval of a Specific Use Permit (SUP) by the Planning & Zoning Commission and City Council for Land Uses that are inappropriate in the MU District.

Mixed Use (MU District) – Acreage & Placement:

The MU tracts proposed with this development are heavily clustered near I-35E, with just one MU tract in the northern and central portions of the development and no MU tracts being proposed in the southern or western portions of the development. Staff is concerned that this proposal falls well below the appropriate standard for total MU acreage and distribution across the development, given the total number of dwelling units proposed. As mentioned in the Planning Analysis section, the existing Emory Lakes PD includes approximately 480 acres of Mixed-Use and Retail tracts for just 8,955 total dwelling units. As noted above, the proposed MU district includes only 133.1-acres. Staff concern regarding the limited acreage proposed for the MU District is exacerbated by the inclusion of a provision in the Planned Development Standards that allows for the conversion of the MU District to a residential district without City Council approval. In order to provide sufficient local retail and service establishments to serve an expected population of 30,000+ within the development, additional acreage should be dedicated to the MU District and said acreage should be distributed more evenly throughout the subject property.

Mixed Use (MU District) – Acreage & Placement continued:

(16)

- *Staff Recommendation:* Prior to approval of the PD request, require the Developer to revise the Concept Plan in the Planned Development and Development Agreement to include additional MU tracts in the central, northern, southern, and western portions of the development at major intersections. A total minimum of 200 acres of MU tracts should be added across these portions of the development, with individual tracts being no less than 15 acres. To ensure the MU District develops as depicted in the Illustrative Plans and as intended by City Council, staff recommends that Site Plan applications for the MU District be required to receive approval by the Planning & Zoning Commission and City Council. These recommendations may be referenced in Conditions 1, 2, 11, and 12 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and requested to proceed with the current Concept Plan. The Applicant has provided a Commercial Market Demand study indicating that the current proposal for MU tracts may be sufficient to serve the commercial needs of the proposed development.

Insufficient Lot Mix:

Staff has concern that the proposal does not include sufficient lot mix standards to avoid a monotonous development pattern and ensure the provision of a wide range of housing options. The Planned Development Standards only propose single family lots that range in minimum size from 2,500 square feet to 6,000 square feet. While lots of this size may be appropriate in large numbers, it is not appropriate for all 11,880 proposed single-family lots to fall within this size range. The narrative provided by the Applicant strongly suggests the intent of this master-planned community is to provide a wide range of housing types that allow for residents to “age-in-place” and transition to different housing types as life changes demand. However, the narrow range of proposed minimum lot sizes will not accommodate this. The narrow range of minimum lot sizes also restricts the type and size of homes that may be built within the community, further limiting the range of housing that will be available. The minimum standards proposed by the Applicant do not prevent the development of larger lot sizes, if demanded by the market. However, it is much more common for large scale single-family development to occur along the lines of minimum dimensional standards, regardless of market forces, due to the increased density realized by the minimum standards. Without the inclusion of specific requirements for larger lots, it is unlikely that lots larger than 6,000 square feet will be developed in meaningful numbers across the development. Furthermore, language in the Planned Development Standards requiring a mixture of lot types within each phase of the development is substantially below current City requirements and will result in the monotonous repetition of homes. The image to the right is an existing Minto Community in Hilton Head, South Carolina that embodies staff concern regarding monotony resulting from a lack of lot mix.



Insufficient Lot Mix (continued):

(16)

Additionally, it is important to note that seven (7) of the twelve (12) proposed lot types feature alley access. Without definitive lot mix requirements, it is impossible to determine how many alley-access lots and alleys themselves may be constructed as part of this development. This is a concern because alleys are considered public infrastructure that will be dedicated to the City for maintenance and have the potential to dramatically increase future City maintenance costs related to the development. Due to this, the use of alleys must be responsibly managed by the PD Standards and clearly understood.

- *Staff Recommendations:* Prior to approval of the PD request, require the Developer to revise the Planned Development Standards to include requirements for the development of a minimum number of ¼ acre, ½ acre, ¾ acre, and 1+ acre lots, with minimum dimension and setback requirements mirroring those found in the current Waxahachie Zoning Ordinance. The addition of a requirement for even a small number of larger lots throughout the community will have a beneficial impact on the monotony of a development of this scale and will result in an increase in housing diversity. Additionally, require the Developer to revise the Planned Development Standards and Development Agreement to prohibit the duplication of a lot type within: six (6) lots in either direction on the same blockface, directly across the street, and four (4) lots in any direction. This will ensure lots of differing sizes are utilized throughout the development and not strictly in pods or clusters that result in a monotonous development pattern. Finally, require the Developer to revise the Planned Development Standards and Development Agreement to include a maximum percentage of alley-access lots that may be developed. The maximum percentage should be determined by City Council. These recommendations may be referenced in Conditions 8, 10, 57 and 58 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and committed to revising the Planned Development Standards to include some larger lots up to ¼-acre in size. However, the revisions have not been finalized and do not include lots larger than ¼-acre in size.

Architectural/Material Controls for MF & MU:

The proposed Planned Development Standards do not contain specific architectural or exterior building material controls. Instead, these controls are provided as part of the Development Agreement. Specifically, the Development Agreement identifies "Design Guidelines" with Exhibit K; but falls short of identifying the provisions in this exhibit as "requirements". This exhibit does not include Architectural/Material controls for multi-family or build-for-rent structures. The lack of specific requirements has a high likelihood to result in multi-family and/or build-for-rent design that appears out of context and incompatible with the rest of the development. When compared to the existing Emory Lakes PD, there is also room for increased specificity with regard to design requirements for the MU District. The current proposal includes vague streetscape requirements for the inclusion of items such as planters, seating, public art, water features, trash receptacles and wayfinding signs in the district; but falls short of identifying exactly how these items will be incorporated into the district. Additional detail outlining the manner in which these items will be incorporated into the MU district is needed to ensure the district develops in the retail oriented, walkable pattern identified in the illustrative exhibits.

- *Staff Recommendations:* Prior to approval of the PD request, require the Developer to revise the Development Agreement (Exhibit K) to include specific architectural and exterior construction material design requirements for multi-family and build-for-rent structures that are complimentary to those proposed for the single-family homes. These standards should be based in descriptive text and supplemented by graphic representations.

Architectural/Material Controls for MF & MU (continued):

(16)

- Furthermore, require the Developer to revise the Development Agreement (Exhibit K) to include design requirements for non-residential and MU structures that result in a more walkable, pedestrian friendly development pattern. For example, require the addition of specific provisions that detail how oversized sidewalks, seating, landscape/art, wayfinding signage, lighting and public plazas are to be developed in the district. The inclusion of specific standards for these items will help promote a pedestrian presence in the district similar to what is seen in downtown Waxahachie. These recommendations may be referenced in Conditions 51 and 52 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and has committed to revising the Development Agreement to require build-for-rent structures to follow the same design requirements as single-family homes. With regard to multi-family and mixed-use structures, the applicant has committed to revising the Development Agreement to include the same design criteria as the existing Waxahachie Zoning Ordinance; but not the design criteria necessary to result in the desired walkable, pedestrian friendly development pattern.

Anti-Monotony Controls:

The Development Agreement (Exhibit K) utilizes anti-monotony provisions that are based on the language found in the current Waxahachie Zoning Ordinance with regard to single-family home elevation/façade repetition. However, the proposed language reduces the separation requirement for identical homes and identifies a change in color scheme as a sufficient distinction between elevations/façades. Staff has concern that this provision is likely to result in increased monotony in a development of this size. A change in architectural elements alongside, or in addition to, a change in color scheme is required elsewhere in the City.

- *Staff Recommendation:* Prior to approval of the PD request, require the Developer to revise the Planned Development Standards and Development Agreement to prohibit the duplication of a home elevation, regardless of color scheme, within: six (6) lots in either direction on the same blockface, directly across the street, and four (4) lots in any direction. [This is the current requirement of the existing Waxahachie Zoning Ordinance.] This recommendation may be referenced in Conditions 10, and 57 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and committed to revising the Planned Development Standards and Development Agreement to prohibit the duplication of a home elevation, regardless of color scheme, within: four (4) lots in either direction on the same blockface, directly across the street, and two (2) lots in any direction. However, this revision has not yet taken place.

Park Timing & Improvement Specificity:

Staff has concern that the Planned Development Standards and Development Agreement do not include sufficient specificity with regards to park improvements or park improvement timelines. This concern extends specifically to Specialty Parks and parks proposed to be dedicated to the City for ownership and maintenance. For parks proposed to be dedicated to the City, the City needs to understand what amenities will be installed, and when dedication is proposed, in order to determine whether that dedication is appropriate and whether maintenance is feasible. The Development Agreement includes language that would allow park improvements and park dedication to be indefinitely delayed if just one (1) lot in an adjacent residential phase is left undeveloped. Improvements for the Specialty Parks and parks proposed to be dedicated to the City will be funded by the MMD. The MMD proposal cannot be properly evaluated without an understanding of the cost of improvements for these parks.

Park Timing & Improvement Specificity (continued):

(16)

- *Staff Recommendation:* Prior to approval of the PD request, require the Developer to revise the Planned Development Standards and Development Agreement to identify the specific improvements the developer will install in the Specialty Parks and parks proposed to be dedicated to the City, along with the specific timing of said improvements and dedication. For example, additional language should be added to specify what is included with a “multi-field sports facility”. Items such as field dimensions, field equipment, field striping, seating, fencing, sidewalks, landscaping, parking, pavilions, etc. should be identified. Additionally, require the Developer to complete park improvements prior to the filing of the Plat for the park property and/or the plat for the adjacent residential phase. These recommendations may be referenced in Conditions 16, 17, 26, 27, 28, 35, 42, 55, and 56 below.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and committed to revising the Planned Development Standards and Development Agreement to include more specific improvement and dedication timeline requirements. However, these revisions have not yet been finalized. Additionally, the Applicant has noted that it is not feasible to specify exact program elements for the Specialty Parks or provide a final design for the parks proposed to be dedicated to the City at this time.

“Zoning in the Alternative”:

The Developer requests that the proposed PD Zoning only become effective once the Developer closes on the property. This proposal includes a provision that reverts or maintains the current zoning of the property if the Developer never closes. This is referred to as “Zoning in the Alternative” and is an uncommon practice due to the ambiguity it creates around what and when the subject property is actually zoned. If approved, issues may arise if the Developer enters into an extended purchasing process, thereby delaying the effective date of the approved zoning to a time when it may no longer be appropriate. Waxahachie has not approved a “Zoning in the Alternative” request and staff recommends that this request not be granted.

- *Staff Recommendation:* Do not recommend approval for this application with a provision that allows for “Zoning in the Alternative”.
- *Applicant Response to Concern:* The Applicant requests to proceed with a provision allowing for “Zoning in the Alternative”.

Technical Concerns:

The request includes a number of remaining technical conflicts in the Planned Development Standards, Development Agreement, and the related Exhibits that need to be resolved prior to approval of the request or as a condition of approval of the request. These technical conflicts generally include inconsistent Exhibit references, remaining temporary text or footnotes, and grammatical errors.

- *Staff Recommendation:* Revise the Planned Development Standards and the associated exhibits to address technical concerns. Specific recommendations are included throughout the Conditions below.
- *Applicant Response to Concern:* The Applicant has acknowledged concern related to technical language and formatting for the request and has committed to resolving these items per staff direction. However, the revised Planned Development Standards and Development Agreement has not yet been finalized.

MMD Rate & Value for Future Owners:

The proposed MMD rate of \$0.72 is a very high assessment that effectively constitutes an additional tax that is equivalent to approximately 118% of Waxahachie's current property tax rate. With such a significant assessment, it should be expected that the development provides the absolute highest possible level of value, quality, and design for future residents. Staff is generally concerned that the Planned Development Standards and Development Agreement do not include sufficient controls to ensure that the high-quality development characterized by the Applicant's illustrative exhibits will actually be constructed. Without the establishment of appropriate requirements for architectural design, building materials, anti-monotony, lot mix, park improvements and dedication, the MU District, plan review, PD amendments, roadway improvements, MMD capital improvements and long-term infrastructure maintenance, the proposed MMD assessment rate cannot be justified.

(16)

- *Staff Recommendation:* Do not recommend approval for this application without requiring conditions 1-68 (all) to be met.
- *Applicant Response to Concern:* The Applicant has acknowledged staff concerns and requested to proceed with the current MMD assessment rate.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 141 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 received zero (0) letters of support and twelve (12) letters of opposition to the proposed Planned Development zoning change request.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, staff recommends denial of the PD request.

If the Council feels that an extended period of time is necessary for a comprehensive revision to the proposal, a recommendation of Denial with Prejudice may be considered. Per the Section 2.04 of the Waxahachie zoning ordinance, denial of the application with prejudice prevents the same or similar request from being resubmitted to the City within six (6) months of the original date of denial. A recommendation for denial with prejudice is advisable due to the scale and intricacy of this zoning request. Updates or revisions to address City concerns have the potential to result in cascading or unintentional effects for the zoning proposal as a whole. Due to this, it will take the Applicant and staff a significant amount of time to fully evaluate and responsibly vet changes to the proposal to ensure current concerns are addressed and new concerns are not introduced. Denial of the application with prejudice will ensure a minimum of six (6) months are dedicated to the revision process.

If the Council is considering approval of the PD request, staff recommends the following conditions of approval.

Conditions:

1. Chapter 3.2.1 of the Planned Development Standards shall be revised to require Site Plan approval for all nonresidential, mixed-use, and multi-family properties prior to the approval of a Civil Construction permit including said property. Approval of a Site Plan and Civil Construction Permit alongside the filing of a Plat shall be the basis for submission of a building permit.
2. Chapter 3.2.2 of the Planned Development Standards shall be revised to require all Site Plans to receive approval by the Planning & Zoning Commission and City Council.
3. Chapter 3.3 of the Planned Development Standards shall be eliminated.
4. Chapter 3.5 of the Planned Development Standards shall be revised to require Amendments to the PD that fall under the "Minor Amendment" or "Minor Text Amendment" categories to receive City Council approval. Minor Amendments to the PD shall be required to be approved by City Council Major Amendments to the PD shall be required to follow the Public Hearing and Notice process as defined by Section 2.04(d) of the Waxahachie Zoning Ordinance.
5. Chapters 3.5.1.1 and 3.5.1.2 of the Planned Development Standards shall be eliminated.
6. Chapter 4.3.1.5.2 of the Planned Development Standards shall be revised to require 10-20% residential uses across the MU District cumulatively.
7. Chapters 5.2.2.8, 5.3.2.9, and 5.5.3.7 of the Planned Development Standards shall be revised to require accessory structures to maintain a 5' setback from all other structures.
8. Chapters 5.2, 5.3, and 5.4 of the Planned Development Standards shall be revised to include requirements for the development of a minimum of 250 ¼ acre, 250 ½ acre, 250 ¾ acre, and 250 1+ acre lots, with minimum dimension and setback requirements equivalent to those found in the current Waxahachie Zoning Ordinance.
9. Chapter 5.5.3.3 of the Planned Development Standards shall be revised to require each block to contain a mixture of housing types.
10. Chapter 5.4 of the Planned Development Standards and Exhibit K of the Development Agreement shall be revised to prohibit the duplication of a lot type within: six (6) lots in either direction on the same blockface, directly across the street, and four (4) lots in any direction.
11. Planned Development Exhibit B and Table 2 of the Planned Development Standards Shall be revised to require the minimum total acreage of the MU District to be increased to 333.1 acres.
12. Planned Development Exhibit B, Chapter 5.7 of the Planned Development Standards, and Table 2 of the Planned Development Standards shall be revised to require the addition of MU tracts at major intersections throughout the northern, western, southern, and central portions of the subject property. Individual MU tracts shall be no less than 15 acres.
13. Chapter 5.5.4.1 of the Planned Development Standards shall be revised to require 50% of the minimum parking requirement for Multi-Family (MF) land uses to be provided as attached garages.
14. Chapters 5.1, 5.1.1, and 5.1.2 of the Planned Development Standards shall be revised to require Planning & Zoning Commission and City Council approval of a PD Amendment to allow the gross density of any phase of development in the TR, AA, or FR District to exceed 3.95 DUA.
15. Chapter 5.8.2 of the Planned Development Standards shall be revised to require land dedication for individual elementary school sites to be no less than 15-acres and land dedication for middle school sites to be no less than 30-acres.
16. Chapters 6.3.2.4 and 6.3.2.5 of the Planned Development Standards shall be revised to include full design criteria for improvements the Developer will install in the Waxahachie Regional Trail Parks and Specialty Parks, along with the specific timing of said improvements and dedication. For example, revised language should specify the design of items such as field dimensions, field equipment, field striping, seating, fencing, sidewalks, landscaping, parking, pavilions, etc. for Specialty Parks. Additionally, these chapters shall be revised to include language requiring the Developer to complete park improvements prior to the filing of the Plat for Waxahachie Regional Trail Parks and Specialty Parks and/or the plat(s) for the adjacent residential phase.

17. Chapter 6.3.2.5.2 of the Planned Development Standards shall be revised to require Specialty Parks to be a minimum of 12-acres in size. This Chapter shall also be revised to require a minimum of 30-acres to be developed as Specialty Parks in the development cumulatively.
18. Chapter 6.3.3 of the Planned Development Standards shall be revised to require all homesites to be within 0.25 miles of an open space.
19. Chapter 6.5.1 of the Planned Development Standards shall be revised to include a provision stating "In addition, there will be Secondary amenities spread through future phases."
20. Chapter 6.5.2.4 of the Planned Development Standards shall be revised to prohibit duplicates of amenities listed in the chapter from contributing to more than one (1) of the five (5) amenity facilities required in total.
21. Exhibit C of the Planned Development Standards shall be revised to prohibit "HUD Code Manufactured Home" and "Modular Prefabricated Structure or Modular Home" Land Uses in all PD Districts.
22. Exhibit C of the Planned Development Standards shall be revised to prohibit "Light Manufacturing", "Storage Warehouse", and "Data Center" Land Uses in all PD Districts.
23. Exhibit C of the Planned Development Standards shall be revised to require SUP approval of "Portable Storage Structure", "Convenience Store", and "Landscape Sales and Installation" Land Uses in the MU District.
24. Section 6.13 of the Development Agreement shall be revised to require adherence to current City insurance requirements.
25. Section 4.4(c)(5), Section 4.7, Section 10.3(f), Exhibit D-2, Exhibit E-2, and Exhibit P of the Development Agreement shall be revised to identify the specific infrastructure elements for which Impact Fee Credits are being sought and eliminate potential for the Developer to receive Impact Fee Credits and MMD reimbursement for the same infrastructure element.
26. Exhibit J2 of the Development Agreement shall be revised to include granular detail on the initial construction costs for all street, utility, drainage, park, landscaping/irrigation, screening, and signage infrastructure and associated construction costs proposed for the development. The additional detail should include anticipated debt service costs for all pieces of infrastructure included in the MMD.
27. The Development Agreement shall be revised to include granular detail on long-term maintenance costs for all infrastructure items identified in Exhibit J2, including street, utility, drainage, park, landscaping/irrigation, screening, and signage infrastructure that is proposed to be maintained in perpetuity by the City, MMD, or HOA.
28. The definition of "MMD Improvement" in Section 2 of the Development Agreement shall be revised to include reference to the Exhibits containing the final proposal for Park, Open Space, and Amenity improvements.
29. The definition of "Public Infrastructure" in Section 2 of the Development Agreement shall be revised to specify what infrastructure is proposed to be owned by the City. The definition shall differentiate infrastructure items that will be owned and maintained in perpetuity by either the MMD or HOA from infrastructure that will be owned and maintained by the City.
30. Section 3.1(b), Section 3.2, and Section 4.1 of the Development Agreement shall be revised to prohibit division of the MMD into Sub-Districts without prior approval by City Council. These sections shall specifically state that approval of the division of the MMD shall be at the sole discretion of the City Council.
31. Section 3.6 of the Development Agreement shall be revised to specify ownership and maintenance responsibility for infrastructure improvements that will be maintained by the MMD and/or HOA in perpetuity once all MMD Improvement Costs have been fully reimbursed.

32. Section 3.10 of the Development Agreement shall be revised to identify City Appointees as two (2) of the five (5) members of the Board of Directors for the MMD.
33. Section 3 of the Development Agreement shall be revised to include the removed "Consultation with City Regarding Debt Issuance" subsection. This subsection shall include a provision prohibiting Bond sales for the MMD until the City Finance Director has issued written approval of the bond issuance documents.
34. Section 4.3 of the Development Agreement shall be revised to include an estimated Living Unit Equivalent for the proposed development that matches the maximum dwelling unit count – 13,270.
35. Chapter 6.1 of the Planned Development Standards and Section 4.3(d) of the Development Agreement shall be revised to specifically require the Developer to complete the amenity, park, landscape, and open space improvements identified in the Planned Development Standards and the Development Agreement. Section 4.3(d) of the Development Agreement shall specifically state that the burden to fully fund and construct the required amenity, park, and open space improvements shall be borne solely by the Developer and not by future Homeowner's Associations or Property Owners Associations.
36. Section 4.3(d) of the Development Agreement shall be revised to require HOA maintenance of "HOA Improvements" within public right-of-way (ROW) or property dedicated to the City.
37. Section 4.4(c)(2) of the Development Agreement shall be revised to require the Developer to be solely responsible for obtaining off-site easements or rights-of-way needed for off-site utility improvements.
38. Section 4.4 of the Development Agreement shall be revised to include the removed "Timing of Major Wastewater Improvements" subsection. This subsection shall be revised to identify the specific maximum number of residential lots that building permits will be issued for before the sanitary sewer line improvements identified in Exhibit D-2 must be completed.
39. The Development Agreement shall be updated to include detailed information identifying the impact of the 24" sanitary sewer force main and lift station identified on Exhibit D-2 on the Waxahachie Wastewater Treatment Plant.
40. The Development Agreement shall be updated to include a detailed proposal for improvement of the Waxahachie Wastewater Treatment Plant headworks to support the proposed development. The Development Agreement shall specify that such improvements shall be funded by the Developer.
41. Exhibit F-1 and F-3 of the Development Agreement shall be revised to require right-of-way (ROW) dedication for FM 875, FM 1446, and the Greenway Arterial/Lone Elem Road adjacent to the subject property as stipulated by the 2024 Waxahachie Thoroughfare Plan.
42. Exhibit J-1 of the Development Agreement shall be revised to identify all MMD Capital Improvements.
43. Section 4.4(c)(2) and Section 4.5(d) of the Development Agreement shall be revised to eliminate language obligating the City to use eminent domain for the acquisition of off-site easements and/or rights-of-way needed by for Developer.
44. Section 4.6 of the Development Agreement and the TIA for the development shall be revised to identify the specific improvements needed to mitigate the Brookside Road chokepoint in the immediate, interim, and build-out phases of the development. Section 4.6 of the Development Agreement and the TIA shall identify the improvements needed for the Brookside bridge, I35 entry/exit ramps, and the replacement of the I35 "jug-handle" service roads. Section 4.6 of the Development Agreement and the TIA shall identify when specific improvements need to be completed. Section 4.6 of the Development Agreement and the TIA shall also specify that the burden for improvements shall be borne by the developer.

Conditions (continued):

(14)

45. Section 4.6(a) and Exhibit F of the Development Agreement shall be revised to distinguish what Roadway Facilities are required to be installed with Phase 1 versus the development as a whole.
46. Section 4.6(a)(2) and Exhibit F-5 of the Development Agreement shall be revised to specifically require a minimum 24' roadway connection to FM 875 to be established prior to the issuance of a building permit for the first structure on the subject property.
47. Exhibit F-5 of the Development Agreement shall be revised to specifically require a minimum 24' Fire Lane connections from the AA phase south of Brookside Road to the driveway for Fire Station #4.
48. Section 4.6(c) of the Development Agreement shall be revised to eliminate language allowing the Developer to be reimbursed by the MMD for right-of-way dedication required by the 2024 Waxahachie Thoroughfare Plan.
49. Section 4.8 of the Development Agreement shall be updated to specify Payee name and delivery address.
50. Section 6.4(a) of the Development Agreement shall be revised to eliminate provisions a, b, c, and e related to permitting for a Manufactured Home. Section 6.4(a) shall also be updated to included the following provisions related to the permitting of a Manufactured Home: "The manufactured home permitted by this Agreement: Shall be required to have a water service and sewer service which will require an inspection; and, shall obtain a permit and design by a professional sanitarian, if a septic system is proposed."
51. Exhibit K of the Development Agreement shall be revised to included specific architectural design and exterior construction material requirements for multi-family, build-for-rent, non-residential, and mixed-use structures that are complimentary to those proposed for the single-family homes.
52. Exhibit K of the Development Agreement shall be revised to include specific provisions that detail how oversized sidewalks, seating, landscape/art, wayfinding signage, lighting and public plazas are to be developed in the district.
53. The Development Agreement shall be revised to include a section expressly requiring Tree Preservation. The section shall include language requiring City review of plans to remove species 8" caliper and larger that are located in park, amenity, and open space tracts and are on the Recommended Plant List in Section 5.08 of the Waxahachie Zoning Ordinance.
54. Section 6.12(d) of the Development Agreement shall be eliminated.
55. Section 6.19(a) of the Development Agreement shall be revised to include full design criteria for improvements proposed to be constructed by the Developer in parks that will be dedicated to the City for ownership and maintenance as identified in the Planned Development Standards.
56. Section 6.19(b), (c), and (d) shall be revised to require completion of Park Improvements prior to the filing of the plat for the adjacent residential phase.
57. Exhibit K of the Development Agreement shall be revised to prohibit the duplication of a home elevation, regardless of color scheme, within: six (6) lots in either direction on the same blockface, directly across the street, and four (4) lots in any direction.
58. Chapter 5.4 of the Planned Development Standards and Exhibit K of the Development Agreement shall be revised to include a maximum percentage of alley-access lots that may be developed, as directed by City Council.
59. Section 2 of the Development Agreement shall be revised to include a definition of "Pro-Rata".
60. The definition of "City Regulations" in Section 2 of the Development Agreement shall be revised to the definition used in the draft dated 9-23-25.
61. The definition of "Public Infrastructure" in Section 2 of the Development Agreement shall be revised to distinguish infrastructure that is to be owned and/or maintained by the HOA or MMD from infrastructure that is to be owned and/or maintained by the City.

Conditions (continued):

(14)

62. Section 3.7 and Section 10.1 of the Development Agreement shall be revised to include framework for ownership and maintenance responsibility of MMD improvements in the event the MMD dissolves.
63. Section 4.4(c)(3) of the Development Agreement shall be revised to specify that City review and approval of off-site wastewater improvement plans is required.
64. Section 4.4(c)(4) of the Development Agreement shall be revised to require the Developer to receive approval of Civil Construction Plans prior to the beginning of a 90-day deadline for the City to request oversized utility improvements.
65. The Development Agreement shall be revised to include an Exhibit P – Impact Fee Credit Agreement. Exhibit P shall be required to be approved by the Executive Director of Public Works and Engineering, or their designee, prior to the filing of the Development Agreement.
66. Section 6.21 and Section 10.8 of the Development Agreement shall be required to be approved by the City Attorney prior to the filing of the Development Agreement.
67. Section 10 of the Development Agreement shall be revised to include the following subsection
“Reimbursement of City Expenses. All reasonable costs and expenses incurred by the City, including but not limited to legal fees, other professional fees, and City administrative costs and expenses, that are in any way associated with the operation and administration of the MMD shall be promptly reimbursed by Developer to the City upon presentation of an invoice for same. Such obligation to reimburse the City shall continue until the MMD is dissolved, pursuant to this Agreement.”
68. Section 10.21 of the Development Agreement shall be revised to name Exhibit L “CCN Boundary”.

ATTACHED EXHIBITS

1. Public Notification Responses
2. Planned Development Ordinance & Planned Development Standards
3. Exhibit A – Zoning Location Map
4. Exhibit B – Concept Plan
5. Exhibit C – Permitted Uses
6. Exhibit D – Thoroughfare Exhibit
7. Exhibit E – Street Sections
8. Exhibit F – Open Space and Trails Plan
9. Exhibit G – Screening Plan
10. Exhibit H – Typical Lot Diagrams
11. Exhibit I – Signage Plan
12. Exhibit J – Development Tracking
13. Exhibit K – Brookside Road Enlargement
14. Exhibit L – Existing Conditions
15. Exhibit M – Illustrative Plans
16. Exhibit N – Legal Description
17. Development Agreement (MMD)
18. Design Guidelines
19. Supplemental Information
 - Commercial Land Use Analysis
 - Comprehensive Plan Compliance Analysis

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 conditions of approval.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then the Applicant will be notified to make corrections.

STAFF CONTACT INFORMATION

Prepared by:

Zack King, AICP

Planning Manager

zking@waxahachie.com

Reviewed by:

Trenton Robertson, AICP

Senior Director of Planning

trenton.robertson@waxahachie.com

(14)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

SUN VALLEY CLUB LLC
PO BOX 954
WAXAHACHIE, TX 75168-0954

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 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 Dennis Church, Minto Communities Texas, LLC, for a Zoning Change from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

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 for additional information on this request.



Scan for additional information.

Case Number: ZDC-232-2024

City Reference: 180476

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on October 22, 2025 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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:

I oppose the subject proposed zoning change, subject review of traffic & hydrology studies, confirmed by the appropriate jurisdictions.

Signature
Robert G. Farris, Sr.
Printed Name and Title

October 11, 2025
Date
6059 E FM 875, Waxahachie,
Texas 75167
Address

(16)

Case Number: ZDC-232-2024

City Reference: 189328

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

RECEIVED OCT 20 2025

SUPPORT

OPPOSE

Comments:

I am concerned about traffic flow, littering, noise & crimes.

Barbara Owens
Signature

11-16-25
Date

BARBARA OWENS
Printed Name and Title

407 BROOKSIDE RD.
Address

(11e)

Case Number: ZDC-232-2024

City Reference: 172330

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

RECEIVED OCT 20 2025

SUPPORT

OPPOSE

Comments:

If they would build out with larger homes
and lots and not be so dense, I would be for it.


Signature

10/15/25
Date

Dear Settler's Owner
Printed Name and Title

405 Brookside Rd 75167
Address

(16)

Case Number: ZDC-232-2024

City Reference: 180734

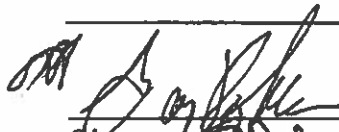
Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 408 South Rogers Street, Waxahachie, TX 75165.

SUPPORT

OPPOSE

RECEIVED OCT 20 2025

Comments:


Signature Catherine Pohlman
Gary Pohlman - owner
Printed Name and Title
Catherine Pohlman - owner

10/12/25
Date
1045 Lone Elm Rd.
Address WAXAHACHIE, TX
75167

Venissat, Michelle

(16)

From: Chris Barnes < >
Sent: Monday, October 20, 2025 6:54 PM
To: Planning
Subject: Case number ZDC-232-2024

[Some people who received this message don't often get email from barnecd1234@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

To whom it may concern

My name is Christopher Barnes son of former Mayor Doug Barnes and I reside at 607 Brookside Road in waxahachie, TX. I oppose this case number zdc-232-2024. My reason is Brookside rd is one way in one way out with no exit points. This development would have to re-configure Brookside rd and the area would not be able to handle the traffic and the influx of homes/people to this area. The infrastructure alone would not be able to equip that many people and homes. This is a bad idea for development.

Thank you

Chris

(116)

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 for additional information on this request.



Scan for additional information.

Case Number: ZDC-232-2024

City Reference: 172320

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SUPPORT

OPPOSE

Comments:

see comments in email

Christopher Barnes
Signature

10/20/25
Date

CHRISTOPHER BARNES
Printed Name and Title

607 Brookside RD
Address



(16)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

LUNA MIREYA
1411 LONE ELM
WAXAHACHIE, TX 75167

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 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 Dennis Church, Minto Communities Texas, LLC, for a **Zoning Change** from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

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Scan for additional information.

Case Number: ZDC-232-2024

City Reference: 194822

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SUPPORT

OPPOSE

Comments:

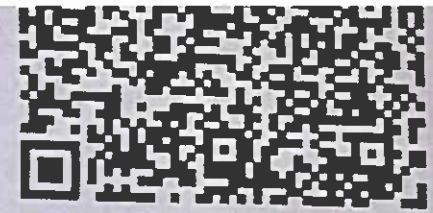
Mireya Luna.
Signature

10-22-25
Date

Mireya Luna.
Printed Name and Title

1411 Lone Elm
Address

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 for additional information on this request.



(16)

Scan for additional information.

Case Number: ZDC-232-2024

City Reference: 216895

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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 plan will impede Public Roadway Farm Access & create significant re-routing. Housing density is way too high. We have current pending litigation about this issue.

Terry May
Signature

10/21/2025
Date

Terry May
Printed Name and Title

711 Brookside Rd, Wax, TX
Address



(11)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

NAY TRUST B
PO BOX 605
WAXAHACHIE, TX 75168-0605

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 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:

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Scan for additional information.

Case Number: ZDC-232-2024

City Reference: 260392

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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:

*Density too high, will impeded Farm/Ranch operations.
Entire Farm/Ranch is adjoining to Walton Group - Mentos Devel.*

Signature

Nay Trust B, Durrell Nay Trustee
Printed Name and Title

Date

10/23/25
1550 F.M. 1446, Waxahachie, TX
Address

From: terry.nay <>
Sent: Tuesday, October 21, 2025 4:54 PM
To: Planning
Subject: ZDC-232-2024
Attachments: 20251021_153107.jpg

Some people who received this message don't often get email from terry.nay@att.net. [Learn why this is important](#)

We are ALL Opposed to the approval of this Zoning Change. Three effected land owners currently have pending litigation in Federal Court in reference to existing Ingress/Egress with The Walton Group and potentially Mentos.

The density of this development is way to high. Future Ingress/Egress, (through a dense sub-division, with normal street parking) will futher be hender and will significantly harm thr existing Farm/Ranch operations of adjoining properties.

Please take these issues into strong consideration for Planning, P&Z and City Council.

Terry Nay,
Darell Nay, Nay Trust,
Robert Ermatinger

Adjoining Property Owners

Sent from my Galaxy

(16)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

ANDERSON MARTHA K & MICHAEL W
413 BROOKSIDE RD
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 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:

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Scan for additional information.

Case Number: ZDC-232-2024

City Reference: 189335

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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:

Michael W. Anderson
Signature

MICHAEL W. ANDERSON
Printed Name and Title
HOME OWNER

Wed. 9/22/25
Date

413 BROOKSIDE RD.
Address

(16)

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20, 2025

RECEIVED OCT 24 2025

City Council Commissioners:

My name is Kathy Kacal, I live at 405 Brookside Road in Waxahachie. I am protesting what the Minto Group is trying to build in this area. I am protesting this development because of the following;

1. Traffic and the cutting off the Brookside Road exit.
2. Thinking they can fill in the pond or divert the watercourse.
3. Noise from the traffic and music. . Brookside is a quiet family neighborhood.
4. Trash from the retail and others.
5. Seeing back yards from our front yards.
6. Lighting in the area.
7. Increase of crime in the area.
8. Treating our neighborhood as if we were nonexistent or second-class citizens... examples are available.
9. Also, the fact that Minto is a Canadian owned company. Should we be doing business with some company that is not US owned?
10. There are numerous problems with the building and construction after the sale of the properties/ granted there are some good reviews but the complaints are significant. Again information is available.
11. Their building types do not fit this area's historical view of Waxahachie.
12. I fear for the safety of our families, children, and property with the party lifestyle plan the Minto Company is planning brings, i.e. drunk drivers and obnoxious partiers.

There are already new 55+ housing communities now available in Waxahachie. Why should any more be built which may put a strain on the medical service around the area.

I value the sanctity of my home and the Brookside neighborhood over Minto's pocketbook; therefore, I am protesting any of this development.

Concerned Protesting Brookside Neighbor,

(14)

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20, 2025

RECEIVED OCT 24 2025

City Council Commissioners:

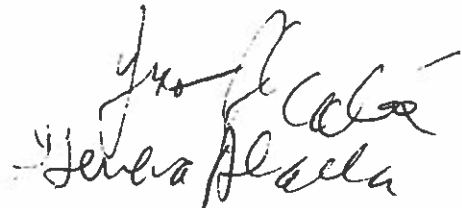
Our names are Jose and Geneva Alcala Jr. , We live at 411 Brookside Road in Waxahachie. We are protesting what the Minto Group is trying to build in this area. We are protesting this development because of the following;

1. Traffic and the cutting off the Brookside Road exit.
2. Thinking they can fill in the pond or divert the watercourse.
3. Noise from the traffic and music. . Brookside is a quiet family neighborhood.
4. Trash from the retail and others.
5. Seeing back yards from our front yards.
6. Lighting in the area.
7. Increase of crime in the area.
8. Treating our neighborhood as if we were nonexistent or second-class citizens... examples are available.
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Concerned Protesting Brookside Neighbor,



Jose Alcala
Geneva Alcala

(16)

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20, 2025

RECEIVED OCT 24 2025

City Council Commissioners:

My name is Barbara Owens, I live at 413 Brookside Road in Waxahachie. I am protesting what the Minto Group is trying to build in this area. I am protesting this development because of the following;

1. Traffic and the cutting off the Brookside Road exit.
2. Thinking they can fill in the pond or divert the watercourse.
3. Noise from the traffic and music. . Brookside is a quiet family neighborhood.
4. Trash from the retail and others.
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There are already new 55+ housing communities now available in Waxahachie. Why should any more be built which may put a strain on the medical service around the area.

I value the sanctity of my home and the Brookside neighborhood over Minto's pocketbook; therefore, I am protesting any of this development.

Concerned Protesting Brookside Neighbor,

Barbara Owens

(14)

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20, 2025

RECEIVED OCT 24 2025

City Council Commissioners:

Our names are Michael and Martha Anderson , We live at 413 Brookside Road in Waxahachie. We are protesting what the Minto Group is trying to build in this area. We are protesting this development because of the following;

1. Traffic and the cutting off the Brookside Road exit.
2. Thinking they can fill in the pond or divert the watercourse.
3. Noise from the traffic and music. . Brookside is a quiet family neighborhood.
4. Trash from the retail and others.
5. Seeing back yards from our front yards.
6. Lighting in the area.
7. Increase of crime in the area.
8. Treating our neighborhood as if we were nonexistent or second-class citizens... examples are available.
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11. Their building types do not fit this area's historical view of Waxahachie.
12. We fear for the safety of our families, children, and property with the party lifestyle plan the Minto Company is planning brings, ie drunk drivers and obnoxious partiers.

There are already new 55+ housing communities now available in Waxahachie. Why should any more be built which may put a strain on the medical service around the area.

We value the sanctity of our home and the Brookside neighborhood over Minto's pocketbook; therefore, We are protesting any of this development.

Concerned Protesting Brookside Neighbor,

Martha Anderson
Michael W. Anderson

(16)

Waxahachie City Council
401 S. Rogers Street
Waxahachie, Texas 75165

October 20, 2025

RECEIVED OCT 24 2025

City Council Commissioners:

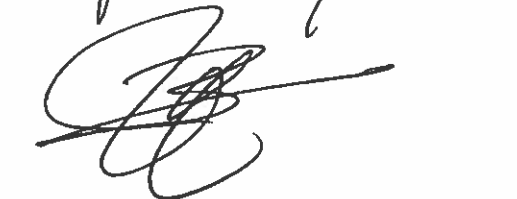
Our names are Jose and Veronica Tovar Jr. , We live at 415 Brookside Road in Waxahachie. We are protesting what the Minto Group is trying to build in this area. We are protesting this development because of the following;

1. Traffic and the cutting off the Brookside Road exit.
2. Thinking they can fill in the pond or divert the watercourse.
3. Noise from the traffic and music. . Brookside is a quiet family neighborhood.
4. Trash from the retail and others.
5. Seeing back yards from our front yards.
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Concerned Protesting Brookside Neighbor,

Veronica Tovar




(16)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-232-2024

RECEIVED OCT 27 2025

KACAL KATHY L
405 Brookside Rd
Waxahachie, TX 75167-2209

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, October 28, 2025 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, November 3, 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 Dennis Church, Minto Communities Texas, LLC, for a **Zoning Change** from Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD), and General Retail (GR) zoning districts to a Planned Development (PD) zoning district, located at 300 Brookside Road (Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652) – Owners: Walton Texas LP, United Presbyterian Homes, William & Leanne Kelley (ZDC-232-2024)

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 for additional information on this request.



Scan for additional information.

Case Number: ZDC-232-2024

City Reference: 189334

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on *October 22, 2025* to ensure inclusion in the Agenda Packet. Forms can be e-mailed to 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:

I oppose due to traffic problem, noise, water course, trash and lighting. All this will affect my home and the entire neighborhood.

Kathy Kacal
Signature

10/15/2025
Date

Kathy Kacal
Printed Name and Title

405 Br
Address

(17)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-MIXED USE RESIDENTIAL (PD-MUR), SINGLE FAMILY-1 (SF-1), FUTURE DEVELOPMENT (FD) AND GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT (PD), LOCATED 300 BROOKSIDE ROAD IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 3,169.6 ACRES KNOWN AS PROPERTY ID 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652, 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-232-2024. 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 Planned Development-Mixed Use Residential (PD-MUR), Single Family-1 (SF-1), Future Development (FD) and General Retail (GR) to Planned Development (PD); 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-MUR, SF-1, and FD to PD in order to facilitate development of the subject property in a manner that allows a master-planned community on the following property: Property ID's 179468, 179534, 182520, 187960, 189323, 189326, 189333, 189336, 192306, 193815, 193822, 193823, 234203, 263786, 264568, 303651, 303652, which is shown on Exhibit A, in accordance with the Concept Plan attached as Exhibit B, the Permitted Uses attached as Exhibit C, the Thoroughfare Exhibit attached as Exhibit D, the Street Sections attached as Exhibit E, the Open Space and Trails Plan attached as Exhibit F, the Screening Plan attached as Exhibit G, the Typical Lot Diagrams attached as Exhibit H, the Signage Plan attached as Exhibit I, the Development Tracking attached as Exhibit J, the Brookside Road Enlargement attached as Exhibit K, the Existing Conditions attached as Exhibit L, the Illustrative Plans attached as Exhibit M, and the Legal Description attached as Exhibit N.

(17)

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to allow for the development of master-planned community 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. The locations of buildings, private streets, and utility infrastructure shall substantially conform to the locations shown on the approved Exhibits A-N.

Development Regulations

1. A mutually agreed upon Development Agreement shall be required for the property.
2. The development shall conform as approved by the City Council under case number ZDC-232-2024.
3. The development shall adhere to the City Council approved in Exhibit A – Zoning Location Map, Exhibit B – Concept Plan, Exhibit C – Permitted Uses, Exhibit D – Thoroughfare Exhibit, Exhibit E – Street Sections, Exhibit F – Open Space and Trails Plan, Exhibit G – Screening Plan, Exhibit H – Typical Lot Diagrams, Exhibit I – Signage Plan, Exhibit J – Development Tracking, Exhibit K – Brookside Road Enlargement, Exhibit L – Existing Conditions, Exhibit M – Illustrative Plans, Exhibit N – Legal Description.
4. The Property Owner shall provide a permanent irrigation system for all required landscape areas and maintain the required landscaping at all times.
5. All exterior lighting, including accent and security lighting, shall maintain compliance with the Lighting & Glare Standards of Section 6.03 of the Waxahachie Zoning Ordinance.
6. 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.
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 or the Kemp Tract Development Agreement, shall conform to those requirements and/or

(17)

standards prescribed in Exhibit A – Zoning Location Map, Exhibit B – Concept Plan, Exhibit C – Permitted Uses, Exhibit D – Thoroughfare Exhibit, Exhibit E – Street Sections, Exhibit F – Open Space and Trails Plan, Exhibit G – Screening Plan, Exhibit H – Typical Lot Diagrams, Exhibit I – Signage Plan, Exhibit J – Development Tracking, Exhibit K – Brookside Road Enlargement, Exhibit L – Existing Conditions, Exhibit M – Illustrative Plans, Exhibit N – Legal Description. Where regulations are not specified in Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, & N in this Ordinance, or the Kemp Tract Development Agreement, the regulations of the City of Waxahachie Zoning Ordinance shall apply to this development.

“KEMP TRACT” PLANNED DEVELOPMENT

DEVELOPMENT STANDARDS

TABLE OF CONTENTS:

CHAPTER 1. TITLE, PURPOSE, FLEXIBILITY, APPLICABILITY
CHAPTER 2: COMPLIANCE WITH THE CITY’S COMPREHENSIVE PLAN
CHAPTER 3: ADMINISTRATIVE APPROVAL
CHAPTER 4: PD DISTRICT COMPONENTS
CHAPTER 5: DIMENSIONAL STANDARDS
CHAPTER 6: OPEN SPACE, PARKS, TRAILS & AMENITIES
CHAPTER 7: LANDSCAPING & BUFFERS
CHAPTER 8: PARKING REQUIREMENTS
CHAPTER 9: STREET DESIGN
CHAPTER 10: SIGNAGE
CHAPTER 11: EXHIBITS

LIST OF EXHIBITS:

EXHIBIT A – ZONING LOCATION MAP
EXHIBIT B – CONCEPT PLAN
EXHIBIT C – PERMITTED USES
EXHIBIT D – THOROUGHFARE EXHIBIT
EXHIBIT E – STREET SECTIONS
EXHIBIT F – OPEN SPACE AND TRAILS PLAN
EXHIBIT G – SCREENING PLAN
EXHIBIT H – TYPICAL LOT DIAGRAMS
EXHIBIT I – SIGNAGE PLAN
EXHIBIT J – DEVELOPMENT TRACKING
EXHIBIT K – BROOKSIDE ROAD ENLARGEMENT
EXHIBIT L – EXISTING CONDITIONS
EXHIBIT M- ILLUSTRATIVE PLANS
EXHIBIT N-LEGAL DESCRIPTION

(17)

CHAPTER 1. TITLE, PURPOSE, FLEXIBILITY, APPLICABILITY

1.1. Title

These Development Standards for the Kemp Tract Planned Development District (the "PD") have been prepared on behalf of Minto Communities Texas, LLC (the "Developer") pursuant to the Waxahachie Code of Ordinances Sec. 7.02 and set forth the applicable land use regulations for the property subject to the PD. These regulations modify both the zoning regulations (Appendix A - Zoning) and the subdivision regulations (Appendix C - Subdivisions) adopted by the City of Waxahachie and codified in the City's Code of Ordinances. Upon final approval of the PD ordinance by the City Council, the Planned Development District is vested in accordance with Tex. Loc Gov't Code Ch. 245.

1.2. Purpose

This PD is to provide an alternate set of standards to the Emory Lakes Planned Development District to enable an optional development consisting of a comprehensive master planned community within the Property. This PD document establishes specific development standards for both a distinctive Active Adult Community and a Traditional Master Planned Community and establishes development regulations in conjunction with the Waxahachie Code of Ordinances through specific development, design, and engineering standards such as:

- Providing a PD document that can respond to current market conditions and maintain the flexibility necessary to address changes in the future;
- Incorporating residential single-family lots and innovative forms of housing types that have been proven successful in other Active Adult communities;
- Including a diversity of housing types that range from single-family detached homes to clusters of paired cottages, paired villas, single-family attached, and Multi-Family housing based on a market-driven program;
- Including a well-defined network of vehicular, bicycle, and pedestrian circulation systems that provide connectivity, not only within the project itself but also to adjacent land uses;
- Incorporating amenity centers which will include uses such as a fitness center, resort-style pool, restaurant, and concert venue;
- Developing an internal park system that will include walkable trails and significant open space that will contribute to the residents' quality of life; and,
- Incorporating golf cart pathways as a component of the street and trails system within the development.

An Active Adult Residential District is tailored to the needs of Active Adults through specific architecture, design, and engineering standards. The term "Active Adult" is defined as an age-qualified planned community, as permitted by law, that offers homes and community features and amenities that are oriented to adults aged 55 years and older.

ATTACHED HERETO AS EXHIBIT M-ILLUSTRATIVE PLANS, ARE PLANS THAT SHOW HOW THE PROPERTY MAY DEVELOP IN CONCEPT UNDER THE STANDARDS SET FORTH HEREIN. THE

ILLUSTRATIVE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO BE REGULATORY DOCUMENTS THAT CONTROL THE DEVELOPMENT OF THE PROPERTY. DEVELOPMENT OF THE PROPERTY IS NOT REQUIRED TO CONFORM TO THESE ILLUSTRATIVE PLANS. FINAL DEVELOPMENT SHALL BE IN ACCORDANCE WITH SITE PLANS AND PLATS THAT SHALL CONFORM TO THE CONCEPT PLAN.

1.3. Applicability

- 1.3.1** The property subject to these Planned Development standards consists of approximately 3,169 acres, generally identified in the Zoning Location Map in **EXHIBIT A** and more particularly described in **EXHIBIT N - LEGAL DESCRIPTION** (the "Property"). Existing conditions are as shown in **EXHIBIT L-EXISTING CONDITIONS**.
- 1.3.2** This PD District is being created as a freestanding district. Development of the Property shall be in general conformance with **EXHIBIT B – CONCEPT PLAN** and the standards in this PD document, exhibits and accompanying documents. In the event of a conflict between the written text and the illustrations within this document, the written text contained herein shall control.
- 1.3.3** This PD document shall be the governing document for development of the Property and in the event of any conflict or inconsistency between the Waxahachie Code of Ordinances and this document, the terms and provisions of this PD shall control. This PD document is a vesting document for purposes of Chapter 245 of the Texas Local Government Code.
- 1.3.4** "PD" is used to refer to the "PD District," unless otherwise specified. References to the term "PD" mean either the physical area designated as the PD District or these PD Development Standards as a regulatory instrument, depending on the context.
- 1.3.5** All "Section" (Sec.) references are to the Waxahachie Code of Ordinances unless otherwise stated.

CHAPTER 2. COMPLIANCE WITH THE CITY'S COMPREHENSIVE PLAN

2.1. Compliance with the City's Comprehensive Plan

This PD is in compliance with the City's Comprehensive Plan and meets or exceeds Goals and Objectives identified throughout the Waxahachie Comprehensive Plan. The Property is divided into five different PD zoning districts that will create an appropriate mix of land uses. The boundaries of each district are indicated on **EXHIBIT B – CONCEPT PLAN**. (Refer to **EXHIBIT C – PERMITTED USES** for the approved uses within each district). The five districts reflect the land use designations consistent with the City's Future Land Use Plan (FLUP). Proposed public land uses (schools & civic uses) shall be provided as set forth herein.

CHAPTER 3. ADMINISTRATIVE APPROVAL

3.1. Administrative Approval Intent

This Chapter sets forth the provisions for reviewing and approving development applications within the PD District. The intent is to ensure that all development is consistent with the provisions of this PD.

3.2. Development Process Amendments

Development within the PD District shall follow the City's development process as outlined in Appendix A, Article II, Section 2.04 and Article VII, Section 7.02 of the City of Waxahachie's Code of Ordinances except as amended:

- 3.2.1 Approval of a Site Plan shall be the basis for issuance of a building permit for nonresidential uses but does not relieve an Applicant of the responsibility to submit plans to the Building Official for a building permit. For purposes of this PD, the Site Plan shall satisfy the requirement for a Detailed Site Plan under Appendix A, Article VII, Section 7.02 of the City of Waxahachie's Code of Ordinances, and approval of a Detailed Site Plan shall not be required for issuance of a building permit.
- 3.2.2 Approval of all Site Plans shall be approved by the City Manager or City Staff designee. The decision of the City Manager, or City Staff designee, may be appealed by the Applicant to the Planning and Zoning Commission. The decision of the Planning and Zoning Commission may be appealed by the Applicant to the City Council.
- 3.2.3 Standard for Approval of Site Plan: If a Site Plan conforms to the standards set forth in this PD and applicable City regulations that are not in conflict with this Code, it shall be approved. Upon request by an Applicant, the authority charged with approving the Site Plan shall certify the reason(s) for an action taken on a development plan.
- 3.2.4 Section 7.02(e)(ii)(1) is amended as follows:

For the purposes of this PD, the PD Ordinance shall be considered complete with the submittal of **EXHIBIT B – CONCEPT PLAN** as described in Section 7.02.e of the City of Waxahachie Zoning Ordinance.
- 3.2.5 There is no time requirement for submittal of a Site Plan or Residential Plat after this PD Ordinance is approved. Detailed Site Plans are not required for the development of the Property.
- 3.2.6 Site Plans are only required for non-residential and multi-family properties and shall meet all requirements of Section 7.01.
- 3.2.7 Sections 7.02(e)(vi)(2), (3)(4) and (5) do not apply to this PD.
- 3.2.8 Section 2.04 (b): At such time, a request to amend the zoning designation or PD development standards is submitted as to a specific property, only the owner of the property subject to such change, or their representative, initiating the request shall be

named as the "Applicant." Such amendments shall be processed as subdistricts within the PD. No other owners of property within the boundaries of the PD are required to be applicants for such amendments to the PD.

3.2.9 The Concept Plan referenced in Section 7.02.c.ii.1 and 7.02.d.i of the City of Waxahachie Zoning Ordinance and referenced in this PD Ordinance is included in this zoning submittal as **EXHIBIT B – CONCEPT PLAN**.

3.3. Master Set of Plans

3.3.1 Definitions

3.3.1.1 "Floor Plan(s)" mean residential home construction documents for single family attached (such as townhomes and attached villas) and detached, prepared, signed and sealed by an Architect licensed in the State of Texas for a specific type of home.

3.3.1.2 "Master Approval" means approval of the entire set of individual plans contained in a Master Set of Plans.

3.3.1.3 "Master Set of Plans" means a set of building construction documents for individual residential building types, including detailed floor plans and elevation plans, and all other information required by the City's Building Code for issuance of a residential building permit except information specific to an individual Building Permit as described in Section 3.3.1.4.

3.3.1.4 Individual Building Permit means a permit issued for a specific lot that is based on a Floor Plan approved under the Master Approval process. Individual Building Permits shall be limited to a review of a lot specific plot plan for conformance with setbacks, grading, lot coverage and provision of easements in accordance with the PD and all other information required for issuance of a building permit. Building Permit Review shall also include review of architectural elevations to assure compliance with standards as set forth in Exhibit K of the Development Agreement.

3.3.2 City shall institute a Master Approval process for Floor Plans whereby Developer shall submit a set of Floor Plans to the City for approval as a Master Set of Plans that will control the issuance of building permits within the development. Modifications to a Master Set of Plans shall be approved by the Building Official if they conform to the standards set forth in applicable building codes, this Ordinance and applicable terms of a development agreement. Future submissions of such Floor Plans for buildings within the phase of development shall be submitted to the City's Building Official and evaluated for conformance with the applicable Master Set of Plans and compliance with this PD. Such Master Approval process shall be required for modifications to Floor Plans and submissions of new Floor Plans. When updated building codes are adopted

by the City, the Master Set of Plans must be updated and reviewed to verify compliance with the new codes.

- 3.3.3** A Master Set of Plans for buildings proposed within the initial phase of development shall be submitted to the Planning Director prior to the issuance of building permits for residential uses within the development. Plans submitted for an Individual Building Permit application shall conform to Floor Plans in the Master Set of Plans and shall be submitted with all other information required for issuance of a building permit.
- 3.3.4** Building permits for single family residential and townhomes within a phase of development shall conform to a Master Set of Plans. A building permit for a building within the development shall be approved if it complies with a Floor Plan in the Master Set of Plans and the requirements in this PD and *the Waxahachie Code of Ordinances*, as applicable.
- 3.3.5** Once a Master Set of Plans is approved, applications for building permits with Floor Plans that conform to the Master Set of Plans shall follow the following process:
 - 3.3.5.1** The City shall notify an Applicant for a building permit within five (5) business days after the application is filed with the City's Building Inspection Office whether the Application is complete. If the Application is determined to be incomplete, the City shall provide specific reasons why the Application is incomplete.
 - 3.3.5.2** If the Application is determined to be complete, the City shall either issue the building permit or advise the Applicant of specific technical errors in the Application no later than three (3) business days after determination that the application is complete.
 - 3.3.5.3** Within three (3) business days of resubmittal of a corrected Application, the City shall either issue the building permit or advise the Applicant of specific technical errors in the resubmitted Application. With each subsequent resubmittal, the City shall either issue the building permit or advise the Applicant of specific technical errors in the Application within three (3) business days of resubmittal; provided, however, the number of subsequent reviews shall be limited to 4. In the event the permit is not issued, the applicant may withdraw the application and resubmit or elect to appeal the denial to the Zoning Board of Adjustments.

When new products and floor plans, or material changes to the design of Floor Plans are introduced by the Developer, additional Floor Plan approvals will be processed under normal submittal timelines and those plans will then be added to the Master Set of Plans. The Master Set of Plans shall be modified to comply with changes to the City's Building Code.

- 3.3.6 Once approved by the City, each approved Master Set of Plans may be repeated for other phases of development without additional City review except for the Individual Building Permit review. Additional or separate reviews shall not be required on plans that have been approved and are used as approved.
- 3.3.7 The collection of original copies of the approved Master Sets of Plans will be maintained by the City for future reference.
- 3.3.8 Any substantial changes, as determined by the Building Official, shall be reviewed by the Director of Planning and Building Official who performed the original review.

3.4. City Manager or City Staff Designee Responsibility

City Manager or City Staff designee shall be responsible for the following:

- Approving Site Plan and administering plat applications that are in compliance with the requirements of the PD;
- Making determinations on the applications and interpretations of standards in this PD;
- Approving revisions to previously approved Site Plans and Plats that comply with this PD and all applicable city ordinances;
- Approving any minor modifications to the approved Concept Plan, an approved Site Plan, Plat, or the PD as set forth herein;
- Review and approval of a Master Set of Plans. This facilitates the residential building process by having a pre-approved plan set; and,
- Any other approval deemed necessary or appropriate by the PD.

3.5. Amendments to the PD

The PD may be amended from time to time to reflect market conditions and consumer demand. Major amendments, supplements, deletions, or modifications to the PD Plan shall follow the process detailed in Appendix A, Article II, Section 2.04 of the Waxahachie Code of Ordinances. Minor Amendments may be approved as set forth hereinbelow.

3.5.1 Amendments

Modifications to **EXHIBIT B – CONCEPT PLAN**, Site Plans, Residential Plats, and other applications based on the Development Standards herein shall be administered per the thresholds in **Table 1: Administrative Amendments**.

Table 1: Administrative Amendments	
Minor Amendment	Major Amendment
Modification up to 10% to the numerical standards of these Development Standards, except as otherwise provided herein (For example, a maximum building height of 30 feet could be Administratively Amended to 33 feet)	Modification greater than 10% to the numerical standards of these Development Standards, except as otherwise provided herein

<p>Any increase and corresponding decrease up to twenty percent (20%) of the total gross acreage of an individual PD Zoning District as depicted in EXHIBIT B – CONCEPT PLAN provided the Maximum Number of Units identified in Section 5.1 does not change; provided, however the gross area of MU shall not be reduced.</p>	<p>Any increase or decrease more than twenty percent (20%) of the total gross acreage of an individual PD Zoning District as depicted in EXHIBIT B – CONCEPT PLAN</p>
<p>Street Alignment as depicted in the PD exhibits may be modified while maintaining general thoroughfare connectivity as depicted in EXHIBIT D – THOROUGHFARE EXHIBIT</p>	<p>Any change that does not maintain connectivity, or removes a required thoroughfare as generally depicted in EXHIBIT D – THOROUGHFARE EXHIBIT</p>
<p>Modifications to approved Street Sections as depicted in EXHIBIT E – STREET SECTIONS</p> <p>to accommodate specific considerations regarding traffic calming, emergency vehicle access, accommodate pedestrian and bike traffic, and to modify on-street parking configuration</p>	<p>N/A. Major Amendments to street sections shall not be permitted. Major Amendments shall be considered any change not expressly identified as a Minor Amendment.</p>
<p>Final designation of a Flex Residential District to either a Traditional Residential District or an Active Adult Residential District.</p>	<p>N/A. Designation of a Flex Residential District shall not be considered Major Amendment.</p>
<p>Addition of undefined residential unit types provided the new units comply with development standards contained herein or approved by City Staff and does not result in the total number of residential units exceeding the Maximum Number of Units.</p>	<p>Addition of undefined units that results in the total number of units exceeding the Maximum Number of Units.</p>
<p>Land within the Property not designated as MU may be changed to MU upon approval of the Director of Planning or their designee who shall approve such change if the following criteria are satisfied:</p> <ol style="list-style-type: none">1) A similar amount of land designated as MU is changed to another District;2) The total amount of land designated as MU does not increase by more than 10%; and,3) The amount of residential use in the new MU District does not increase the total amount of multi-family units permitted within the Property by more than 10%.	

3.5.1.1 Minor Amendments

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The City Manager, or City Staff designee, will review a Minor Amendment within ten (10) business days of receipt of the application. For any denial or conditional approval, the City Manager, or City Staff designee, shall provide the Developer with a written statement of the reasons for its denial or conditional approval that clearly states each specific reason and appropriate Code section for denial or conditional approval. The decision of the City Manager, or City Staff designee, may be appealed by the Applicant to the City Council. Multiple minor Amendments may be approved for a development standard provided the aggregate modification does not exceed the criteria in Table 1, i.e., amendments to already approved amendments are subject to the threshold limits of the originally approved standards herein.

3.5.1.2 Minor Text Amendments

Text amendments to the PD regulations that are considered Minor Amendments may be approved by the City Manager or City Staff designee provided they:

- do not alter the basic relationship of the proposed development to property adjacent to the perimeter boundary of the Property;
- do not add to the permitted uses;
- do not increase the density or lot coverage;
- reduce the required yards provided at the boundary of the site; or
- do not significantly alter landscape requirements.

CHAPTER 4: PD DISTRICT COMPONENTS

4.1 Concept Plan

Development of the Property shall be in general conformance with the Concept Plan, attached as **EXHIBIT B – CONCEPT PLAN**. The City hereby approves **EXHIBIT B – CONCEPT PLAN** and finds that it is consistent with the Waxahachie Code of Ordinances, as well as in conformance with the City's Comprehensive Plan and the general intent of the City's Major Thoroughfare Plan, but to the extent the Concept Plan is in conflict with the City's Major Thoroughfare Plan then this PD document is intended to supersede the Major Thoroughfare Plan. The contents of the exhibits attached as part of these Development Standards shall satisfy the requirements in full for the Concept Plan as described in City of Waxahachie Zoning Ordinance Sec. 7.02.

4.2 PD Zoning Districts

The Property is divided into five districts as indicated on **EXHIBIT B – CONCEPT PLAN**. Development standards for those Districts are set forth below. **EXHIBIT B – CONCEPT PLAN** provides a tabulation

of each PD District within the project. All acreages shown are approximate and subject to change as development occurs within the PD boundaries and as permitted by these development standards.

4.3 PD Zoning Districts Defined

4.3.1 PD Zoning Districts include:

- Traditional Residential District
- Active Adult Residential District
- Flex Residential District
- Multi-Family Residential District
- Mixed-Use District

4.3.1.1 Traditional Residential District (TR)

This district provides a mixture of residential uses located along the open spaces and natural amenities. TR provides a variety of lot sizes to accommodate different home styles, buyer demographics, and home sizes. This land use will also include amenities such as recreation centers, schools, parks, and related facilities.

4.3.1.2 Active Adult Residential District Active Adult Residential District (AA)

This district provides a mixture of Active Adult housing types that include, but are not limited to single-family detached units, townhomes, cottages, and single-family attached.

This District use will also include amenities such as recreation centers, parks, and related facilities.

4.3.1.3 Flex Residential District (FR)

The Flex Residential district allows property in an FR District to be designated as an Active Adult Residential or Traditional Residential District. Given the long-term nature of this project, this category provides the flexibility of housing types by allowing the ability to mix housing product types as needed based on future market conditions; provided, however, designation of a proposed District may not result in a total amount of units that exceeds the Maximum Number of Units.

4.3.1.3.1 Flex Residential District Designation Process

The Developer shall designate a property with an FR District as a TR or AA District during submittal of Site Plans and Residential Plats. The Property Development Regulations for the designated District will be applied to the identified tract when such

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designation is made. This designation will not be considered as a zoning amendment and will be approved administratively by the City Manager or City Staff designee.

4.3.1.4 Multi-Family Residential District (MF)

Traditional apartment and condominium-type units in attached living complexes characterize this district. These developments may take a variety of forms, including traditional garden style apartments to courtyard apartments, as well as brownstone style apartments.

4.3.1.5 Mixed-Use District (MU)

4.3.1.5.1 Land designated as MU is intended for a mixture of non-residential and residential uses with a greater percentage of non-residential components than residential.

4.3.1.5.2 Residential uses may range from 0% to 20% across all MU Districts cumulatively. Residential uses may be any single-family, or multi-family uses permitted elsewhere within any of the PD Districts subject to the development standards associated with those housing types. Residential units may be platted on a tract in the Mixed-Use district that does not include other uses.

4.3.2 PD Zoning District Uses

The table of land uses permitted in each PD Zoning District is provided for in **EXHIBIT C – PERMITTED USES**. The land uses in **EXHIBIT C** are (i) from Section 4.01 of the Waxahachie Zoning Ordinance, or (ii) defined herein and identified with *.

4.3.2.1 Model Homes

Model homes of each product type provided for herein may be constructed within the AA and TR Districts as part of and during the installation of the subdivision infrastructure. The completion of model homes shall not trigger a park or amenity construction requirement or contribute toward any park or amenity requirement until those homes no longer serve as a model home use. A total of fifty (50) model homes, in the aggregate, are permitted at any one time within the AA and TR Districts as part of the development, subject to the following conditions:

4.3.2.1.1 A final site plan must be submitted, depicting the proposed location of the model home(s).

- 4.3.2.1.2** All required hydrants must be in place in the vicinity of the model homes and, pursuant to testing to assure adequate fire flow, be approved by the Fire Chief.
- 4.3.2.1.3** Water and sanitary sewer service shall be provided either by City services or temporary systems approved by the City Engineer.
- 4.3.2.1.4** Bacteriological clearance of the potable water lines must be performed.
- 4.3.2.1.5** Road base shall be stabilized in the vicinity of the proposed model homes in accordance with the civil plans and certified by the geotech.
- 4.3.2.1.6** Adequate off-street parking for the real estate sales/leasing use of the model sales home/units shall be provided in accordance with the minimum standards for the number of off-street parking spaces.
- 4.3.2.1.7** Final inspection approvals shall be issued by the City upon completion of the lots on which the homes are located and shall be developed in full compliance with the PD.

Permits for model homes and the Welcome Center may be issued only after plats for lots for these structures are recorded and fire protection, as approved by the Fire Chief, is installed; provided, however, the permits for the model homes and Welcome Center may be issued prior to the completion of other subdivision improvements in accordance with the City's Subdivision Ordinance.

4.4 Streets

The Developer intends to provide sufficient connectivity throughout the development of the Property through the interconnectivity of the streets required by the Waxahachie City Throughfare plan and the local street system as shown on **EXHIBIT D –THOROUGHFARE EXHIBIT**. Street cross sections shall be provided as shown in **EXHIBIT E – STREET SECTIONS**. Street criteria are further provided in **Chapter 9: Street Design**.

4.5 Utilities

The water, wastewater, and stormwater utilities located within this PD project shall be appropriately designed, sized, and constructed according to Appendix C – Subdivisions, the construction standards applicable to this PD project.

4.6 Phasing

Parks, infrastructure and required access for each phase of development shall be provided in accordance with the requirements in this PD and the TIA updates and identified by developer with the submittal of plats and site plans.

CHAPTER 5: DIMENSIONAL STANDARDS

5.1 Unit and Density Standards

The maximum number of residential units permitted is 13,270 (the "Maximum Number of Units"). The Maximum Number of Units is not subject to a Minor Amendment. Maximum residential densities for development within the PD Districts are set forth in Table 2: Density Standards. Maximum density shall be calculated cumulatively for the entire District. Individual Residential Plats or individual Site Plans may exceed the Maximum Residential Gross Density provided the overall density for the entire district is at or below the Maximum Residential Gross Density. Accessory Dwelling Units ("ADU's") shall count at a ratio of 1:1 against the Maximum Number of Units.

Table 2: Density Standards			
	District	Gross Acreage ⁽¹⁾ (⁴)	Max. Residential Gross Density ⁽²⁾
TR	Traditional Residential	+/- 1,081 acres	3.95 du/ac
AA	Active Adult Residential	+/- 1019 acres	3.95 du/ac
FR	Flex Residential	+/- 907 acres	3.95 du/ac
MF	Multi-Family Residential	+/- 29 acres	25 du/ac
MU	Mixed-Use	+/- 133 acres	25 du/ac ⁽³⁾

- (1) Subject to adjustment per Table 1.
- (2) Actual density may increase or decrease per Section 5.1.2.
- (3) Max. Residential Gross Density in the MU district is shown for the allowed residential percentage of the district.
- (4) Gross density includes acreage of all allowed uses in the Single-Family residential land use categories. (i.e. platted lots, open space, parks, amenities, lakes, schools, ROW, civic and utility uses)

5.1.1 Density Tracking

Unit Number and density shall be tracked by an exhibit, a template of which is included as EXHIBIT J – DEVELOPMENT TRACKING, which shall accompany each Site Plan and Plat submittal that depicts the number and density of units that have been approved. A Tracking Plan shall be provided with each plat and site plan application that identifies the following:

- i. The Maximum Number of Units as 13,270;
- ii. The number of units approved in previous plats and site plans;
- iii. The number and types of units in the proposed plat or site plan;
- iv. The number of units remaining that may be developed;
- v. Dwelling Units per gross acre of total platted project area; and,
- vi. Lot type mix percentages as described in 5.4.2.

5.1.2 Density Surplus

Notwithstanding the maximum number of single-family units allowed for each District as permitted in Table 2 above, in the event the maximum number of single-family units permitted in a District is not constructed, the balance not constructed in that District may be applied to and constructed in other Districts, provided, however, the maximum density for the entire district in Table 2 is not surpassed in totality and transferred density may not exceed 10 dwelling units per acre for single family housing types in any single phase of development.

5.2 Traditional Residential District Development Standards

5.2.1 Traditional Residential Development Standards

Except for multi-family uses, lots within the Traditional Residential District shall comply with the following standards for the respective housing types in **Table 3: Traditional Residential Development Standards-Front Loaded** and as further depicted in **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

Table 3: Traditional Residential Development Standards					
Front Loaded					
	Residential Detached 60-	Residential Detached +60	Zipper Lots	Paired Villas	Shallow and Wide Lots
Minimum lot area	4,400 sf	6,000 sf	4,000 sf	2,500 sf	4,875 sf
Minimum lot width	40 ft	60 ft	42.5 ft	25 ft	65 ft
Minimum lot depth	110 ft	110 ft	90 ft	100 ft	75 ft
Minimum front setback from ROW	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	10 ft (Alternating 20 ft and 40 ft to garage entry)	10 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)
Minimum side setback	5 ft	5 ft	2.5 ft (10' separation between units)	5 ft/0 ft on the common wall	5 ft
Minimum side setback along ROW	15 ft	15 ft	15 ft	10 ft	10 ft
Maximum front setback per encroachment	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear setback	15 ft	15 ft	10 ft	15 ft	10 ft
Minimum accessory structure setback from property line	5 ft	5 ft	5 ft	5 ft	5 ft
Maximum height	3 stories	3 stories	3 stories	3 stories	3 stories
Maximum lot coverage	80%	70%	80%	80%	80%
Alley Loaded/Cluster					
	Residential Detached	Zero Lot Line	Courtyard homes	Townhomes	Cottages
Minimum lot area	3,000 sf	2,600 sf	3,000 sf	2,250 sf	3,700 sf

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Minimum lot width	30 ft	26 ft	40 ft	25 ft	35 ft
Minimum lot depth	100 ft	100 ft	75 ft	90 ft	100 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft	10 ft	10 ft
Minimum side setback	5 ft or flexible (see below)	5 ft/ 0 ft on the common lot line flexible (see below)	5 ft or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit	10 ft/ 0 ft on the common wall with the adjoining unit. flexible (see below)
Minimum side setback along ROW	10 ft	10 ft	10 ft	10 ft	10 ft
Maximum front setback per encroachment	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum rear setback	15 ft	15 ft	10 ft	10 ft	10 ft
Minimum rear Alley setback (to garage entry)	4 ft	4 ft	20 ft	4 ft	N/A
Maximum height	3 stories	3 stories	3 stories	3 stories	3 stories
Maximum lot coverage	80%	90%	60%	90%	90%

5.2.2 General Traditional Residential District Regulations

5.2.2.1 Living Area

There shall be no restriction on minimum or maximum living area for any of the housing types.

5.2.2.2 Mixture of Housing Types

Each block shall be allowed to contain a mixture of housing types.

5.2.2.3 Side Yard Setback Flexibility

Where flexible side yard setbacks are permitted the setback can vary between one (1) and nine (9) feet so long as the minimum building separation per building code is provided between buildings on adjacent lots.

5.2.2.4 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.2.2.5 Minimum Lot Widths

Minimum lot widths are measured at the front principal structure setback line in a straight line for setback lines that are parallel to the adjacent street. For curved or pie-shaped lots minimum lot widths will be measured along a chord measured at the right of way line. For rear setbacks lot widths will be measured along a chord measured at the rear property line.

5.2.2.6 Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, screening walls, pool equipment, generators etc. are not subject to building setbacks.

5.2.2.7 Additional Cottage Criteria

Cottage units are defined as attached or detached units in clusters of up to 8 units, each on a separate and distinct lot, which may share a zero (0) foot setback common lot line and is as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. Cottage units may have a non-traditional common lot line containing a jog in the common lot line. The Cottage units will be clustered and are oriented such that drive aisles and parking occur in the rear of the lot. The building orientations vary; therefore, the identification of front, rear, and side yard setbacks also vary between adjacent units. Access easements shall be located within the rear of the lots for the drive aisles and shall be maintained by a homeowner's association, MMD or other financing district. On-street parking in designated spaces shall be allowed in the Cottage unit areas. Additional spaces that exceed minimum requirements may be provided in the motor court as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

5.2.2.8 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line.

5.2.2.9 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback. The allowed porch encroachment shall not conflict with any easement.

5.2.2.10 Park Facing Conditions

Any of the Alley Loaded / Cluster lots may front on to an open space. The front setback shall be measured from the property line between the lot and the open space.

5.2.2.11 Zipper Lots

Zipper lots shall utilize an alternating pattern of garage setbacks to ensure a streetscape less prominent with garage doors. A zipper lot with a minimum 20 ft

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garage door setback shall be paired with a zipper lot with a minimum 40 ft garage door setback.

5.3 Active Adult Residential District Development Standards

5.3.1 Active Adult Residential District Development Standards

Except for multi-family uses, lots within the Active Adult Residential District shall comply with the following standards for the respective housing types in **Table 4: Active Adult Residential Development Standards** and as further depicted in **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

Table 4: Active Adult Residential Development Standards						
Front Loaded						
	Residential Detached 60-	Residential Detached +60	Zipper Lots	Paired Villas	Courtyard Villas	Shallow and Wide Lots
Minimum lot area	4,400 sf	6,000 sf	4,000 sf	2,500 sf	3,300 sf	4,875 sf
Minimum lot width	40 ft	60 ft	42.5 ft	25 ft	30 ft	65 ft
Minimum lot depth	110 ft	110 ft	90 ft	100 ft	110 ft	75 ft
Minimum front setback from ROW	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	10 ft (Alternating 20 ft and 40 ft to garage entry)	10 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)	15 ft (20 ft to garage entry)
Minimum side setback	5 ft	5 ft	2.5 ft (10' separation between units)	5 ft/0 ft on the common wall	5 ft/0 ft on the common wall	5 ft
Minimum side setback along ROW	15 ft	15 ft	15 ft	10 ft	10 ft	10 ft
Maximum front setback porch encroachments	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear setback	15 ft	15 ft	10 ft	15 ft	10 ft	10 ft
Minimum accessory structure setback from property line	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Minimum rear Alley setback (to garage entry)	N/A	N/A	N/A	N/A	N/A	N/A
Maximum height	35 ft	35 ft	35 ft	35 ft	35 ft	35 ft
Maximum lot coverage	80%	70%	80%	80%	80%	80%
Alley Loaded/Cluster						
	Residential Detached	Zero Lot Line	Courtyard homes	Courtyard Villas	Townhomes	Cottages
Minimum lot area	3,000 sf	2,600 sf	3,000 sf	3,000	2,250 sf	3,700 sf
Minimum lot width	30 ft	26 ft	40 ft	40 ft	25 ft	35 ft
Minimum lot depth	100 ft	100 ft	75 ft	75 ft	90 ft	100 ft

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Minimum front setback from ROV	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Minimum side setback	5 ft or flexible (see below)	5 ft/ 0 ft on the common lot line or flexible (see below)	5 ft or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit or flexible (see below)	5 ft/ 0 ft on the common wall with the adjoining unit	5 ft/ 0 ft on the common wall with the adjoining unit or flexible (see below)
Minimum side setback along ROW	10 ft	10 ft	10 ft	10 ft	10 ft	10 ft
Maximum front setback porch encroachments	0 ft	0 ft	0 ft	0 ft	0 ft	0 ft
Minimum rear setback	15 ft	15 ft	10 ft	10 ft	10 ft	10 ft
Minimum rear Alley setback (to garage entry)	4 ft	4 ft	20 ft	20 ft	4 ft	N/A
Maximum height	35 ft	35 ft	35 ft	35 ft	35 ft	35 ft
Maximum lot coverage	80%	90%	60%		90%	90%

5.3.2 General Active Adult Residential District Regulations

5.3.2.1 Living Area

There shall be no restriction on minimum or maximum living area for any of the housing types.

5.3.2.2 Mixture of Housing Types

Each block shall be allowed to contain a mixture of housing types.

5.3.2.3 Side Yard Setback Flexibility

Where flexible side yard setbacks are permitted the setback can vary between one (1) and nine (9) feet so long as the minimum building separation per building code is provided between buildings on adjacent lots.

5.3.2.4 Maximum Building Height

Maximum building height shall be measured at the midpoint between the eave line and the highest roof point.

5.3.2.5 Maximum Lot Coverage

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Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.3.2.6 Minimum Lot Widths

5.3.2.7 Minimum Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, generators, screening walls, pool equipment, etc. are not subject to building setbacks.

5.3.2.8 Additional Cottage Criteria

A Cottage unit is defined as attached or detached units in clusters of up to 8 units, each on a separate and distinct lot, which may share a zero (0) foot setback common lot line and is as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. Cottage units may have a non-traditional common lot line containing a jog in the common lot line. The Cottage units will be clustered and are oriented such that drive aisles and parking occur in the rear of the lot. The building orientations vary; therefore, the identification of front, rear, and side yard setbacks also vary between adjacent units. Access easements shall be located within the rear of the lots for the drive aisles. On-street parking in designated spaces shall be allowed in the Cottage unit areas. Additional spaces that exceed minimum requirements may be provided in the motor court as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**. On-street parking in designated spaces shall be allowed in the cottage unit areas.

5.3.2.9 Accessory Structure Setbacks

Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line.

5.3.2.10 Easements Impacting Setbacks

An easement width will control in the event of a conflict with any setback.

5.3.2.11 Park Facing Conditions

Any of the Alley Loaded / Cluster lots may front on to an open space. The front setback shall be measured from the property line between the lot and the open space.

5.3.2.12 Zipper Lots

Zipper lots shall utilize an alternating pattern of garage setbacks to ensure a streetscape less prominent with garage doors. A zipper lot with a minimum 20

ft garage door setback shall be paired with a zipper lot with a minimum 40 ft garage door setback.

5.3.3 Active Adult District - Senior Apartment Development Standards

Multi-family uses in the Active Adult District shall comply with the standards in this Section 5.3.3 and **Table 5: Active Adult Senior Apartment Development Standards**. The total number of Senior Apartment Units in the Active Adult District shall not exceed 500 Units. Senior Apartment Units shall count towards the overall density maximum for the district. Senior apartment tracts may be clustered with apartments only and shall not be required to have multiple product types mixed together as stipulated in 5.4.2. A minimum of 300 feet separation shall be maintained between Senior Apartment tracts. Active Adult Senior Apartment design shall be in accordance with the Design Standards for Multifamily or consistent with a development theme for surrounding buildings.

Minimum lot area	15,000 sf
Minimum lot width	100 ft
Minimum lot depth	150 ft
Minimum front and side setback from ROW	20 ft
Minimum side and rear setback adjacent to single family detached uses	100 ft
Minimum side setback	10 ft
Minimum rear setback	20 ft
Maximum height	4 stories
Maximum lot coverage	80%
Minimum building separation	10 ft

5.3.4 Stay and Play Residences

Stay and Play Residences are Active Adult housing types that are used for the “Stay and Play Getaway Program” which is an allowed use in the Active Adult District and is used herein to describe a program where potential purchasers of Active Adult residential units are allowed to stay at and enjoy residential units at the Property on a short-term basis prior to making a purchasing decision. This program generally provides the potential buyers with usage of a residential unit, golf cart, dining, and access to all amenities and events. Upon buildout and completion of the community, the residential units utilized for this program will be sold similar to the other residential units within the Property. In order to distinguish the Stay and Play program from short term rentals, the following shall be required:

5.3.4.1 Each dwelling unit shall be a conforming dwelling unit and contain cooking, living, sanitary and sleeping facilities.

5.3.4.2 There shall be no commercial areas for renters, such as breakfast rooms, associated with the residential occupation of the dwelling unit. Commercial enterprises on the Property must be completely separate and independent operations.

5.3.4.3 There are no exterior signs for the short-term use of the dwelling unit.

5.3.4.4 The Owner/Developer must comply will all business license and revenue collections laws of the City of Waxahachie and the State of Texas.

5.3.4.5 The maximum individual length of stay shall be 5 nights.

5.3.4.6 Units identified as "Stay and Play Residences" may change locations during the development of the Property; provided, however, no more than 30 "Stay and Play Residences" are permitted within the Property at any one time.

5.4 Housing Type Mix for Residential Districts

5.4.1 Housing types shall not exceed the maximum for the entire district at build out, measured as a percentage of total permitted units (13,270). Percentages to be tracked with each phase per **EXHIBIT J – DEVELOPMENT TRACKING**.

TABLE 6: Housing Type Mix For Residential Districts				
City of Waxahachie Residential Housing Categories	Single-Family Dwelling, Detached	Single-Family Dwelling, Attached	Patio Home/ Zero Lot	Multiple-Family Dwelling or Apartment
Corresponding Kemp Tract Housing Types	Residential Detached 60' - (Front or alley loaded)	Paired Villas (Front loaded)	Zero Lot Line	Senior Apartments
	Residential Detached 60'+ (Front or alley loaded)	Townhomes (Front or rear loaded)	Zipper Lots	Multi-family
	Residential Detached "Shallow and Wide"	Courtyard Villas (Alley or Front Loaded)	Courtyard Home	
		Cottages		
Maximum Percentage Dwelling Units	80% max.	40% max.	20% max.	20% max.

5.4.2 As phases of single family or Patio Home/Zero Lot Line are platted, a minimum mixture of lot types will be provided as follows:

The mix of lot types will increase with the size of the plat as follows:

- a) Platted lots up to 100 lots with only one lot size is permitted.

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- b) Platted lots from 101 to 250 units must have a minimum of 10% of the lots of a second type.
- c) Platted lots from 251 to 500 units must have a minimum of 15% of the lots of a second type and 10% of a third type. Where additional lot types above three (3) types are provided, the additional lot types may be averaged to count towards the 10% of a third type required.
- d) Compliance with these criteria will be documented on **EXHIBIT J**. After the first 500 platted lots, a running total of percentages that meets these criteria will be tracked on **EXHIBIT J**. After 500 units, regardless of the number of units built, the minimum lot mix shown in a, b and c above shall be maintained.
- e) The mix criteria will be administered separately in the two residential districts.
- f) A variation of minimum 5' of lot width or change in lot type from any of the approved lot types on **EXHIBIT H**, or subsequently approved lot types, qualifies as a change in lot type
- g) Maximum Percentage of Dwelling Units in Table 6 shall be inclusive of both TR and AA units.
- h) A mix of product types is not required for tracts platted as MF only.

TABLE 7:					
LOT MIX VARIATION CRITERIA FOR SINGLE FAMILY LOT TYPE					
Platted lots unit count	Minimum number of lot size or single-family lot types*	Maximum % first lot type - Type 1	Minimum % of second lot type - Type 2	Minimum % of third lot type - Type 3	Resultant min/max lot type mix
0 to 100	1	100%	0		
101 to 250	2	90%	10	0	Maximum 90% type 1, minimum 10% type 2
251 - 500	3	75%	15%	10%	75% max lot Type 1, minimum 25% types 2 and 3

5.5 Multi-Family District Development Standards

5.5.1 Multi-Family District Development Types

Buildings within the Multi-Family Residential District shall follow the standards of one of the following housing types:

5.5.1.1 Multi-Family Buildings

A multi-family building is defined as three (3) or more dwelling units on a single lot.

5.5.1.2 Townhomes

A Townhome is defined as three (3) or more attached units per building, each on a separate and distinct lot, sharing a zero (0) foot setback common lot line and are as shown on **EXHIBIT H – TYPICAL LOT DIAGRAMS**.

5.5.2 Multi-Family District Development Standards

Development in the Multi-Family District shall comply with the following development standards:

	Multi-Family	Townhomes	Senior Apartments
Minimum lot area	15,000 sf	1,800 sf	15,000 sf
Minimum lot width	100 ft	20 ft	100 ft
Minimum lot depth	150 ft	90 ft	150 ft
Minimum front setback from ROW	10 ft	10 ft	10 ft
Minimum side and rear setback adjacent to single family detached uses	50 feet for 3 story; 75 feet for four story	20 feet	50 feet
Minimum side setback along ROW	10 ft	10 ft	10 ft
Minimum rear setback	20 ft	5 ft	20 ft
Maximum front and side setback encroachments	5 ft	5 ft	5 ft
Maximum height	4 story	3 story	4 story
Maximum lot coverage	80%	90%	80%
Minimum building separation	10 ft	0 ft to adjacent unit in same structure or 10 ft	10 ft
Minimum building separation along paseos	NA	20 ft	NA

5.5.3 General Multi-Family Housing Regulations

5.5.3.1 Timing of First Multi-Family Units

The first Multi-Family tract will not be issued site development approval until at least 500 units of single family detached or attached units have received final inspection within the Property.

5.5.3.2 Living Area

The minimum living area for a multi-family unit shall be 600 SF.

5.5.3.3 Mixture of Housing Types

Each block shall be allowed but not required to contain a mixture of housing types.

5.5.3.4 Maximum Lot Coverage

Maximum lot coverage shall be determined by structures only; and excludes driveways, screened pools, screened lanais, porches, swimming pools, decks, and parking areas.

5.5.3.5 Minimum Lot Widths

Minimum lot widths are measured at the front building setback line. For curved or pie-shaped lots, minimum lot widths will be measured along a chord measured along the right of way line. For rear setbacks lot widths will be measured along a chord measured at the rear property line.

5.5.3.6 Allowed Encroachments

Ancillary uses and structures such as roof overhangs, AC units, screening walls, pool equipment, etc. are not subject to building setbacks.

5.5.3.7 Accessory Structure Setbacks

5.5.3.8 Accessory Structures such as decks, pools, shade structures, sheds, etc. shall be setback a minimum of five (5) feet from any property line. **Easements Impacting Setbacks**

An easement width will control in the event of a conflict with any setback.

5.5.3.9 Limitation on 3-and 4- Bedroom Units

The maximum number of 3- and 4-bedroom units in the aggregate is 10% of the total number of multi-family units within the Property .

5.5.4 Multi-Family Site Design Standards

5.5.4.1 Parking

- a) Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
- b) Parking garages are permitted but may not be taller than any multi-family building abutting the garage.
- c) A minimum of 20% of parking for multi-family units shall be provided by attached, enclosed garages. Lot coverage shall be calculated separate from the enclosed parking amount.

5.5.4.2 Screening

- a) A six-foot (6) masonry wall shall be constructed along common multi-family and single-family property lines, but such wall shall not be required in the front of multi-family buildings along the public right-of-way upon which the multi-family tract fronts.
- b) Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley subject to Utility Company standards. If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6-foot wood board-on-board) or a masonry wall (minimum 6 foot high) or suitable plants or other visual barrier of an appropriate height.
- c) Trash dumpsters shall have a masonry enclosure screened on three sides with a minimum of 3-gallon evergreen shrubs and doors which shall remain closed except when required to be open for emptying the dumpster.

5.6 Cluster Residential

5.6.1 Cluster Residential Defined

“Cluster Residential” (built for rent residential) means any attached or detached building or portion thereof, which is designed, built, rented, leased, or let to be occupied as one (1) dwelling unit and which is located on a lot with other similar dwelling units with a net density not to exceed 12 units/acre. Individual buildings may be accessed through private streets and may not front on to a public right-of-way.

5.6.2 Cluster Residential Development Standards-General

5.6.2.1 Cluster Residential is a permitted housing type in Traditional and Multi-Family Districts.

5.6.2.2 Cluster Residential shall be limited to a total of 650 units in the aggregate in the Traditional and Multi-family Districts.

5.6.2.3 Cluster Residential units, whether platted on individual lots or platted on one tract in a multi-family or condominium format, shall be included in the number of residential units allowed in the Property.

5.6.2.4 There shall be no more than 150 Cluster Residential units in a contiguous neighborhood.

5.6.2.5 Cluster Residential neighborhoods will be located with frontage and direct access to an Arterial, Collector or Minor Collector Street.

5.6.2.6 The first Cluster Residential neighborhood will not be platted until 1000 residential units of any type in the Kemp Tract PD have been issued a final inspection permit.

5.6.2.7 Plat boundaries for Cluster Residential neighborhoods shall be spaced a minimum of one-half (1/2) mile apart.

5.6.3 Dimensional Standards

	Detached Cluster Residential	Attached Cluster Residential
Minimum Front Yard Setback	25 feet from back of curb or lot line; 15 feet from back of curb or lot line if porches/stoops are provided	25 feet from back of curb or lot line; 15 feet from back of curb or lot line if porches/stoops are provided
Minimum Side Yard Setback	10 feet from back of curb	10 feet from back of curb
Minimum Rear Yard Setback	10 feet from back of curb 3 feet from alley or Mews	3 feet from alley or Mews
Minimum Distance between Structures	Side to Side - 10 feet Side to Rear -15 feet Rear to Rear -15 feet	Between attached units – 0 feet Between detached units – 10 feet
Minimum Lot Area	15,000 sf	15,000 sf
Minimum Lot Width	100 ft	100 ft
Minimum Lot Depth	150 ft	150 ft
Minimum Unit Width	20 feet	24 feet
Maximum Height	2 stories 35 feet	2 stories 35 feet
Maximum Lot Coverage	60%	70%
Minimum Parking in Attached or Detached Garage	50%	50%
Front Entry vs. Rear Entry	Front, Rear, Side, or no attached garage	Rear, side

5.6.4 Design Standards

5.6.4.1 Porches/ Stoops

- Porches are required to be 6 feet in depth and meet a 48 square foot minimum floor area.
- Stoops are permitted on units less than 30 feet wide and must be a minimum of 24 square feet in area and be either inset or covered with an architectural feature or awning.

5.6.4.2 Parking Standards

a) Generally

- 1) Surface parking may utilize head-in, angled, or parallel parking from a private drive;
- 2) Except as otherwise provided herein, surface parking may utilize parallel parking from a public or private right-of-way and may be located off a fire lane;
- 3) On-street parallel and angled parking may be located along a public right-of-way provided the following conditions are met:
 - i) On-Street Parking shall not be located on major arterial, major collector, or minor collector thoroughfares identified in EXHIBIT D;
 - ii) Angled parking must be approved by the Director of Public Works; and,
 - iii) For angled parking, the angle of the parked car shall not exceed sixty (60) degrees.

b) Side Entry

Driveways shall be either 3 feet deep from the edge of the curb/fire lane or a minimum of 20 feet long from the edge of the closest curb/fire lane or sidewalk.

c) Rear Entry

Driveways shall be either 3 feet deep from the edge of the curb/fire lane or a minimum of 20 feet long from the edge of the curb/fire lane.

d) Front Entry

The face of garage shall be setback 5 feet behind the front of porch, and a minimum of 20 feet from the edge of the closest curb/fire lane or sidewalk.

5.6.4.3 Encroachments

The following portions of a Residential unit may encroach into a required building separation a maximum of 6 feet: eaves, roof extensions, porches, stoops, terraces, steps, lighting fixtures, railing, windowsills, patios, enclosed portion of the unit consistent with standards listed below and other similar building features. Attached Residential units may have private front yards with open fencing that encroach 10 feet into a required ten-foot front setback.

5.6.4.4 Design Details

- Exterior mechanical units shall be located behind the fence within private yards for all Residential units.
- Units that are not adjacent to fire lanes, parking spaces or public ways shall have unobstructed access from a fire lane with a 150-foot hose length.

5.7 Mixed-Use District Development Standards

Lots in the Mixed-Use District will primarily provide commercial and retail opportunities for the residents of the community and the greater Waxahachie community. "Mixed-Use" development includes a building or group of buildings that serves a non-residential, residential or mix of uses. Development within the Mixed-Use District shall comply with the following development standards:

Minimum lot area	7,000 SF
Minimum lot width	60 ft
Minimum lot depth	100 ft
Minimum front setback from ROW	10 ft
Minimum side setback along ROW	10 ft
Minimum side and rear setback adjacent to single family detached uses	50 ft
Minimum rear setback	20 ft
Maximum height	65 ft
Maximum lot coverage	80%

5.7.1 General Mixed-Use Regulations

5.7.1.1 Mixed-Use Residential Standards

When a building includes a vertical mix of uses , such as a ground floor retail with residential above, the development standards for multi-family residential uses will be utilized for the building design (lot area, width, depth, setback, etc.)

5.7.1.2 Allowed Encroachments

Ancillary uses and structures such as AC units, screening walls, pool equipment, etc. are not subject to building setbacks.

5.7.2 Mixed-Use Design Standards

5.7.2.1 Parking

- a) Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
- b) Parking garages are permitted but may not be taller than any building abutting the garage.

5.7.2.2 Screening

- a) A six-foot (6) masonry wall shall be constructed along common nonresidential and single-family property lines, but such wall shall not be required in front of nonresidential buildings along the public right-of-way upon which the nonresidential tract fronts.
- b) Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley subject to Utility Company standards. If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6-foot wood board-on-board) or a masonry wall (minimum 6 foot. high) or suitable plants or other visual barrier of an appropriate height.

5.7.3 Mixed-Use Parking

The predominate parking arrangement for Mixed-Use will be surface parking but other parking configurations are permitted. Where multi-family use is within a vertical Mixed-Use building, a minimum of 50% of parking for multi-family units shall be provided by attached, enclosed garages. Lot coverage shall be calculated separate from the enclosed parking amount.

5.7.3.1 Tuck Under

Garages may be located in the base of a multi-family building with garage access doors oriented toward the interior of the block. This configuration is considered "attached" structured parking.

5.8 Public Uses

The PD District will identify the future locations for civic and school sites as follows:

5.8.1 Civic Sites

Up to ten (10) acres of land will be identified for civic uses including, but not limited to, fire and/or police stations. The final location will be coordinated with the City at the Site Plan stage when the City identifies a specific need. Terms of conveyance will

be provided in a Development Agreement. The site(s) will be determined as part of the submission and review of the Residential Plat(s).

5.8.2 School Sites

The Developer shall provide the following school sites within the Property subject to approval by the Waxahachie Independent School District (“WISD”):

- Two (2), sites for elementary schools, at sizes needed for each elementary school as determined by agreement between the Developer and WISD, but no less than 12 acres each, and a third will be provided upon satisfaction that a third elementary school is necessary based on objective student-to-school requirements in effect at the time the third elementary school site is requested by WISD;
- One (1), 25 to 30-acre site for a middle school, with the final area as determined by agreement between the Developer and WISD, but no less than 25 acres.
- Final location will be coordinated with the City at the Site Plan stage when the WISD identifies a specific need.

5.9 General Regulations

The following General Regulations shall apply for development within the Property:

5.9.1 Existing Housing Types

5.9.2 Housing types permitted under the Waxahachie Code of Ordinances, as amended, which are not expressly identified herein, are permitted within the PD; provided, however, Prefabricated Modular Homes are not permitted within the Development except for use as construction offices as outlined in sec. 5.9.4. **New Housing Types**

New housing types not currently permitted under the PD may be permitted by minor amendment upon approval of the City Manager, or City Staff designee. Approval of such new housing types shall include specific Dimensional Standards for such new housing type.

5.9.3 Utility Easements

With approval from franchise utility providers utility easements may be reduced to 10 feet in width adjacent to the ROW in front and side yards.

5.9.4 Temporary Offices in Residential Zoning Districts

5.9.4.1 Real estate sales offices are permitted during the development of residential subdivisions in which the office is located until ninety-five (95) percent of the building permits of the platted lots in the subdivision are issued.

- 5.9.4.2** Temporary field or construction office for uses incidental to construction work on the premises of an individual plat or Site Development Plan construction site are permitted (“Temporary Field Offices”). Temporary Field Offices shall be removed no later than one year after the completion or abandonment of construction work for which they were installed or by order of the City Manager or designated representative. Specific time allowed and location for Temporary Field Offices shall be specified by the City Manager or designated representative. Temporary Field Offices are not required to be placed on platted lots.
- 5.9.4.3** Temporary construction office site facilities for uses incidental to construction work on the overall community by the master developer, PD Applicant or Assignee and their direct subcontractors are permitted (“Temporary Construction Office Compound”). The location of a Temporary Construction Office Compound shall be identified with plat submittal. A Temporary Construction Office Compound shall be removed no later than one year after the final inspection of the final residential home or building in a Site Development Plan on the Property. There may be multiple temporary structures in the Temporary Construction Office Compound. Site development and related buffering for a Temporary Construction Office Compound shall be subject to Site Plan approval and normal building inspection requirements. The property on which a Temporary Construction Office Compound is located shall be platted by way of a minor or administrative plat in which the Applicant for such plat is responsible only for infrastructure and utilities to serve the Temporary Construction Office Compound. Provision for water and wastewater may be satisfied with well and septic or holding tank systems which shall be subject to applicable regulations and approval by the City Manager or their designee. A lot used for a Temporary Construction Office Compound shall be cleared of materials and debris used for the Temporary Construction Office Compound use, graded, and seeded no later than 60 days after such removal. Landscaping that may have been installed may remain in place until the site is developed with its final use, at which time new landscaping will be installed in accordance with applicable codes.
- 5.9.4.4** Temporary parking lots for Temporary Field Offices, Temporary Construction Office Compounds, and real estate sales offices are permitted during the development of residential subdivisions with the approval of an Administrative Site Plan submitted to the Planning Department. They can remain in place until one hundred (100%) percent of the platted lots in the residential subdivision have obtained Certificates of Occupancy.

CHAPTER 6: OPEN SPACE, PARKS, TRAILS & AMENITIES

6.1 Open Space, Parks, Trails, and Amenities

As a master planned community, the Kemp Tract will have an extensive and programmed system of open space and amenities throughout. These amenities combine to create an overall sense of place that would be difficult to achieve when considered as independent elements within smaller developments. The Amenity Centers will serve the residents of the planned community as central gathering and recreational facilities and contain a mix of passive and active amenities. Other smaller parks will be developed throughout the project with various forms of passive amenities. These parks will be developed as the adjacent residential tracts are developed and tracked using an exhibit, a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**. The trails system, as shown on **EXHIBIT F - OPEN SPACE AND TRAIL PLAN**, will use a combination of Multi-Use Paths in the Street ROW, Utility Easement trails, neighborhood connecting trails in the open spaces and the extensive network of sidewalks throughout neighborhoods to serve the residents of the project and provide multiple pedestrian connections. The trail system will provide easy and safe pedestrian access to the Amenity Centers and various parks, and other community uses and provide for golf cart usage.

6.1.1 Definitions

For purposes of this PD, the following terms shall have the following meanings (“Amenity Elements”):

6.1.1.1 Art in the Landscape:

Sculptural elements built from materials that are resilient to an outdoor environment and shall not exceed 15 feet in height.

6.1.1.2 Amenity Center Building

A community facility that may include the following elements:

- **Fitness and Wellness Areas**
Rooms designed to serve a variety of fitness or wellness classes or activities a minimum of 400 square feet.
- **Pro Shops**
Store that provides a variety of sports-related retail items often coordinated with the adjacent sport and wellness facilities.
- **Restaurant Facilities:**
A facility that may include a kitchen or bar and/or dining space to serve a variety of dining/hospitality formats such as snack bars, grills, restaurants, bars, and lounges associated with clubhouses.
- **Dog Grooming**
An area to provide dog grooming service to residents’ dogs.
- **Hobby Space**
Multiuse space to serve a variety of hobbies within a space that is a minimum of 200 square feet.

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- **Personal Services**

An area that provides personal services to residents such as a barber shop, beauty shop and nail salon services.

- **Community Recreation Facilities**

An area that provides indoor recreation, meeting assembly space, and banquet rooms.

6.1.1.3 Amenity Center Community Offices / Administration Buildings

An office area to serve administration of the community and/or shared office space for use as an amenity. Amenity community offices are typically located in the Town Center area but could be a freestanding building.

6.1.1.4 Bike Rack

A structure for temporary storage of bikes that provides an area for a minimum of 2 bikes.

6.1.1.5 Community Garden

A garden for the growing of fruits, vegetables, and/or flowers with planned maintenance by community members and/or the HOA. Minimum of 2,500 square feet of planting area.

6.1.1.6 Dog Park

A fenced area with designated areas for both small dogs and large dogs. Dog parks will include a pet waste station and dog watering fountain. Dog Parks may include dog agility equipment, shade structures, sitting areas and a dog wash area.

6.1.1.7 Drinking Fountain

A commercially manufactured drinking fountain designed for outdoor use. If used in or near a dog park a combination pet drinking fountain should be used.

6.1.1.8 Educational/ Historical Display

A plaque or signage that provides educational value on history, physical features, local flora, or fauna, etc.

6.1.1.9 Fitness station

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Commercially manufactured fitness station that serves a specific activity or exercise. Often best suited as part of a larger system or circuit of fitness stations.

6.1.1.10 Indoor and Outdoor Swimming Pools and Pool Bath Houses

Pool area and restrooms/shower facilities and lockers to serve the pool users.

6.1.1.11 Lawn Game Area

Site-built game area to accommodate at least one regulation sized sport such as bocce, croquet, shuffleboard, volleyball, putting green, or similar type activity.

6.1.1.12 Multi-Purpose Trail

A hard surface trail that meets ADA requirements and serves a variety of users including pedestrians, cyclists, and golf carts.

6.1.1.13 Multi-Use Fields

An irrigated field that serves as an open area that may serve a variety of uses without the constraint of any built-in structures or sports equipment.

6.1.1.14 Nature Trail

A hard or soft surface trail that is not required to meet ADA requirements and may be used in floodplain areas.

6.1.1.15 Outdoor Entertainment Venue

A stage and/or amphitheater space that includes electricity and lighting to facilitate musical performances. Designed and built to accommodate an audience of a minimum of 100 people.

6.1.1.16 Outdoor Living Area

A site-designed gathering space designed for specific use such as a fire pit, fireplace, barbeque grill or similar activity.

6.1.1.17 Pavilion/ shade structure

A fixed structure built of materials resilient to outdoor use that is a minimum of 100 square feet in covered area.

6.1.1.18 Pet waste station

A commercially manufactured feature that provides bags and refuse baskets for the disposal of pet waste.

6.1.1.19 Picnic area

A permanent table with fixed or movable benches or chairs that accommodate a minimum of 6 people. The picnic table and seating will be constructed of materials resilient to outdoor use.

6.1.1.20 Play Equipment

Play equipment will consist of commercially manufactured playground equipment that is constructed of materials resilient to outdoor use. The equipment will be targeted towards toddler-age children or young school-age. Where play equipment is targeted toward a particular age range the next closest park with play equipment should accommodate another age range of children.

6.1.1.21 Restrooms

Site built structure with restrooms or a modular manufactured restroom building.

6.1.1.22 School Bus Pick-up Area

This area shall consist of seating for a minimum of 10 children shaded by a permanent fixed structure, a minimum of 25 square feet in covered area.

6.1.1.23 Seating

Seating will consist of fixed or movable individual chairs or benches constructed of materials resilient to outdoor use. Pocket Parks will contain a minimum total seating area for four people. Neighborhood parks will contain minimum seating for 10 people. Design and quantity of seating for parks larger than the .5-acre minimum size of Neighborhood Parks will be based on the size and type of park as designed and specified by the Licensed Landscape Architect signing and sealing the park design plans.

6.1.1.24 Shade Pavilions and Gazebos

A fixed structure over a solid surface floor built of materials resilient to outdoor use that is a minimum of 200 square feet in covered area.

6.1.1.25 Splash Pad

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Site built facility that emits water from the ground or overhead features that are designed for child water play, a minimum of 400 square feet in area. Includes water sanitation equipment.

6.1.1.26 Sports Court

Regulation size court to serve sports such as basketball, tennis or pickle ball that includes a solid surface slab with markings and required fencing and fixed equipment to serve the designed for sports.

6.1.1.27 Sports or multi-purpose field

Field meeting the size requirements for youth or full regulation size sports. Including fences, backstops, or nets to accommodate the designed sport or sports.

6.1.1.28 Trail lighting

Bollard or overhead lights that are spaced to provide lighting and key locations and shielded to focus light where it is needed and avoid spillover light pollution.

6.1.1.29 Trailhead & Wayfinding signage

Signage that indicates a trailhead and provides a map or graphics that indicates how the trail section is part of a larger trail network.

6.1.1.30 Trash / Recycling Receptacle

A commercially manufactured feature that provides basket for the disposal of waste.

6.1.1.31 Other Elements with Staff Approval

Other elements similar to subsections 6.1.1.1 to 6.1.1.30 that are approved by the Director of Planning.

6.1.2 Open Space, Parks and Trails Locations and Construction

6.1.2.1 Refer to **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** for the general locations of Open Space, Parks, and Trail connections. The park locations are flexible so long as each park complies with the distance requirements in this Chapter.

6.1.2.2 Developer shall construct all Open Space, Park Space, Trails, and Amenities required under this PD.

6.1.3 Open Space / Parks Requirement Tracking

6.1.3.1 Each residential plat that contains a minimum of 100 lots will provide 10% of the area within such plat as Open Space meeting the criteria in Section 6.2.1. Where the size or unique design of a plat does not provide for 10% this requirement may be waived if the total open space already platted exceeds previous open space minimums in accordance with 6.2.2.4 below. The first plat that includes any lots must include the required Open Space for that plat.

6.1.3.2 The project wide Open Space/Park requirement will be tracked and summarized at each Residential Plat and/or detailed Site Plan submittal with the submittal of a summary chart for Open Space a template of which is included as **EXHIBIT J – DEVELOPMENT TRACKING**.

6.1.3.3 The summary chart shall show Open Space/Park requirements for any previous submittals and the Open Space/Park requirement for the current submittal.

6.1.3.4 Any Open Space/Park area larger than what is required for Residential Plat and/or Site Plan submittal will be carried over to future Residential Plat and/or Site Plans.

6.1.3.5 Open Space/Park land must be indicated as such on a Plat or deed restricted as Open Space/Park. The entity to which the tracts are dedicated will be identified on the plat or within the deed restrictions.

6.1.4 Parks and Open Space Structures Criteria

Any structures (exclusive of signage monumentation and Amenity buildings) placed within a Park or Open Space area, the following development standards shall apply:

6.1.4.1 Maximum height: 2 stories or 35 feet

6.1.4.2 Maximum lot coverage by structures, driveways, and parking: 20%

6.1.4.3 Maximum lot coverage by structures: 10%

6.1.4.4 Minimum distance between structures: 10 feet

6.1.4.5 Minimum setback 10 feet

6.1.5 Park Land Dedication Requirement

The provision of Parks and Open Space as defined as described in this PD District shall satisfy all City requirements for Public Park Land Dedication.

6.1.5.1 The Parks and Amenity Centers, including linear parks, defined herein will count towards the total park land dedication requirement, regardless of if the

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areas are maintained by a homeowner's association, property owners' association, special district or city owned and maintained.

6.1.5.2 The Amenity Center and acreage within parks shall be counted towards the Open Space requirements (any commercial or retail spaces shall be excluded from park space calculations).

6.1.5.3 Any parks to be dedicated to the City will be agreed upon in a Development Agreement or by mutually agreed upon future amendment to that agreement.

6.2 Open Space

6.2.1 Open Space Described

6.2.1.1 A minimum of 400 acres of the project area shall be committed as Open Spaces that are comprised of varying size areas. Open spaces may be passive areas such as floodplain, utility easements, landscape buffers or visual setbacks but can also be active spaces such as Community Amenity Centers, Neighborhood Parks, or Public Parks.

6.2.1.2 Areas that meet the criteria outlined below shall qualify as Open Space.

6.2.1.2.1 An area of open space shall have no dimension of less than ten (10) feet in width and 0.2 acres minimum area.

6.2.1.2.2 Multipurpose trails and the immediately adjacent green spaces having a minimum width of ten (10') feet.

6.2.1.2.3 Areas of retained natural vegetation, active and passive parks as defined herein, and wet or dry detention water management areas.

6.2.1.2.4 Any landscape buffer or linear open space so long as it incorporates an amenity element every 300 linear feet.

6.2.1.2.5 Areas of amenity centers that comply with open space criteria found in Sec 5.05 of the Waxahachie Zoning Ordinance.

6.2.1.2.6 Areas of Site Plans for Multi-Family tracts and MU land uses, including any MF developed in the MU, that complies with the criteria found in Sec 5.05 of the Waxahachie zoning ordinance.

6.2.1.2.7 Open space provided on school or other civic sites that comply with Sec 5.05 of the Waxahachie Zoning Ordinance.

6.2.1.2.8 Any Open Space included in land dedicated to the City as Park shall qualify as required Open Space and may be used to satisfy the Open Space requirements.

6.2.2 Thoroughfare Landscape Buffers and Subdivision Open Space

Open space areas along rights-of-way and within pockets in a subdivision shall count towards open space so long as the open space area along a right-of-way incorporates an amenity element every 300 linear feet and the open space area within a subdivision contains at least one amenity for every 15,000 square feet of area. Restricted development areas shall be designated as landscape / open space on a plat. This acreage shall apply to the total open space acreage requirements within the PD project.

6.2.2.1 Thoroughfare Landscape Buffer Design

Thoroughfares will provide a continuity of design from points of community entry throughout the entirety of the Kemp Tract. These thoroughfares and the adjacent landscape buffers are detailed in Chapter 7: Landscaping & Buffers.

6.2.2.2 Maintenance

Thoroughfare landscape buffers will be developed at the time the adjacent development occurs. An HOA, POA, Special District, or Municipal Financing District will be established to maintain all thoroughfare landscape buffers.

6.3 Parks

6.3.1 Park Maintenance

All Pocket Parks, Linear Parks, Neighborhood Parks, and Specialty Parks shall be maintained by a HOA, POA, or Special District.

6.3.2 Park Design Criteria

Parks are to be integrated within the larger open space system as well as the neighborhoods that they serve. Each park should have a variety of amenities and should not be the exact same amenities provided within other neighborhood parks within a 1 -mile radius. Where park design criteria provides for a menu of Required Elements or Additional Elements, the unique elements shall not be repeated such that one type of element composes more than 25% of the overall required elements. Refer to definitions in Sec. 6.1.1. for definition of required elements.

6.3.2.1 Pocket Park Design Criteria

A Pocket Park is typically a passive park embedded in a neighborhood. A Pocket Park shall be a minimum of .25 ac. and include the indicated required elements and a minimum of one additional element for every 0.5 acres.

Required Elements:

- Landscaping with Irrigation
- Seating (individual seats and/ or benches)
- Pet waste station

Additional Elements:

- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape
- Outdoor living area such as a fire pit, fireplace or barbeque
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick up areas with covered seating areas
- Other Amenities with Staff approval

6.3.2.2 Linear Park Design Criteria

A Linear Park is typically either a Natural Area Linear Park or a Trail Linear Park. A Natural Area Linear Park typically follows a floodplain or flow way and shall be a minimum 25' width above the 25-year floodplain and will have 6' wide pathways of natural materials such as gravel or mulch. A Trail Linear Park shall be a minimum of 20' wide and may overlay a utility easement, parallel to a street ROW, or greenspace edges in stormwater facilities, floodplains and greenspaces throughout the community and contain a 10' minimum gravel path. Linear Parks within development tracts and along arterials and collectors will be a minimum of 20' wide minimum by 500' length. Multi-modal pathways serve as linear parks and shall be measured as linear park areas. They may include up to 10' of the landscape and trail portion of a ROW.

A Linear Park shall include a minimum of one item from the following list and one additional item for every one acre:

Required Elements:

- Multi-purpose / nature trails

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- Seating (individual seats and/ or benches) (seating provided at trailheads and every 500 feet of trail)
- Trailhead & wayfinding signage
- Pet waste station
- Landscaping that includes drought tolerant landscaping and irrigation as needed for such

Additional Elements:

- Trail lighting
- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Trash receptacle
- Art in the landscape
- Fitness station
- Dog park
- Educational/ Historical Display
- School bus pick up areas with covered seating areas
- Restrooms
- Other Amenities with Staff approval

6.3.2.3 Neighborhood Park Design Criteria

A Neighborhood Park shall be a minimum of .5 ac. and include a minimum of one item from the following list and one additional item for every 0.5 acres:

Required Elements:

- Landscaping with Irrigation
- Seating (individual seats and/ or benches)

Additional Elements:

- Play equipment
- Picnic area
- Pavilion/ shade structure
- Sports court
- Bike Rack
- Drinking Fountain
- Pet waste station
- Trash receptacle
- Art in the landscape
- Outdoor living area such as a fire pit, fireplace, or barbeque
- Fitness station

- Dog park
- Educational/ Historical Display
- School bus pick up areas with covered seating areas
- Restrooms
- Splash Pad
- Sports or multi-purpose field
- Community garden (vegetable and/or flower)
- Other Amenities with Staff approval

6.3.2.4 Waxahachie Regional Trail Park Design Criteria

The Waxahachie Regional Trail Park is to be designated as a regional park and is to be dedicated in segments to the City of Waxahachie. **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** generally describes these areas. These areas will be defined in exhibits and legal descriptions based upon terms to be included in a Development Agreement so that the areas can be dedicated to the City in phases and be maintained by the City.

The segment of the main Waxahachie Regional Trail along Waxahachie Creek shall be dedicated to the City after completion of the Waxahachie Trail within that segment. The construction schedule to be detailed in a Development Agreement will stipulate that this segment shall be completed when the segment being built by the city is completed and open to the public where it connects to the Kemp Tract.

The segments of the Waxahachie Regional Trail Park that extend from the main Waxahachie Regional Trail into the Property shall be dedicated to the City upon completion of the trails and related amenities in those park phases. Construction of the trails will begin when both the local government construction approvals are issued and when the plat is approved for the single-family residential development adjacent to each respective segment. These trails will be constructed by the Developer and generally comply with **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** and shall include amenities in accordance with PD language 6.3.2.2 describing requirements for Linear Parks.

6.3.2.4.1 The Waxahachie Regional Trail Park will count toward park area calculations including dedication requirements, if any. Clearing of trees shall be limited to removal of trees only as needed to construct the trail and facilities and shall be undertaken to avoid, to the extent possible, removal of specimen quality native trees 8" or greater.

6.3.2.4.2 For Floodplain areas not included in the Waxahachie Regional Trail Park described above, Floodplain areas and adjacent undevelopable areas above the elevation of the 25-year flood plain extending up to the rear of adjacent platted lots, Mixed Use tracts or ROW will count as park land and open space. These Floodplain areas shall include the installation of one of the following elements every 750 linear feet of paved trail subject to compliance with Floodplain regulations:

- Pet watering Station
- Drinking Fountain
- Picnic Area
- Play Equipment
- Seating
- Trash/ Recycling Receptacle
- Other elements with Staff Approval.

6.3.2.5 Specialty Park Design Criteria

6.3.2.5.1 A Specialty Park is a park that provides a specific recreation use or range of uses such as a multi-field sports facility for a larger multi-neighborhood area and is located adjacent to a school site and/or a residential subdivision.

6.3.2.5.2 A Specialty Park shall be a minimum of 5 acres. A minimum of 15 acres of specialty park will be provided in the overall community.

6.3.2.5.3 Elements within the Specialty Park will be designed to serve the designated specific use, for example, a multi-field sports facility shall be identified during the site plan review for the adjacent school or plat review for the adjacent residential subdivision.

6.3.2.5.4 Construction of a Specialty Park shall commence with the earlier of:
(i) commencement of construction on the adjacent school, or
(ii) commencement of construction on the first residential unit in the adjacent subdivision.

Construction of the Specialty Park shall be completed the latter of:

- (x) the issuance of a certificate of occupancy for the adjacent school,
or
- (y) completion of the last unit in the adjacent residential subdivision.

6.3.3 Traditional Residential Parks

6.3.3.1 All homesites will be within 0.5 miles of a park space. At a minimum homesites will be no further 0.5 miles of one of the types of parks described in this section

6.3.3.2 Parks will include paved or natural paths connecting with neighborhood sidewalks and, where proximity allows, they will connect to natural areas along flow ways and floodplains. Except for natural pathways along natural areas, all park features will comply with ADA requirements.

6.3.3.3 Traditional Residential Park Phasing

6.3.3.3.1 Two acres of park must be completed prior to final inspection of the first residential dwelling unit in the Traditional Residential District and continued in accordance with Table 12. For purposes of this condition, Model Homes will not count as the first residential dwelling unit.

6.3.3.3.2 Park areas will be designated on plats as landscape reserve tracts and dedicated to the HOA or MMD.

6.3.3.3.3 Total acreage of parks will be updated and tracked with each recorded plat.

6.3.3.3.4 Overages above the 2 acres/100 units may count towards requirements for future plats as long as required parks that comply with all other applicable park requirements herein are provided for all neighborhoods.

6.3.4 Active Adult Parks

6.3.4.1 At a minimum homesites will be no further than 0.5 miles from a Pocket Park, Linear Park, Neighborhood Park, Special Purpose Park, Secondary Amenity Center, or a Primary Amenity Center.

6.3.4.2 Parks will include paved or natural paths connecting with neighborhood sidewalks and, where proximity allows, they will connect to natural areas along flow ways and floodplains.

6.3.4.3 Except for unpaved pathways along natural areas, all park features will comply with ADA requirements.

6.3.4.4 Active Adult Neighborhood Park Phasing

6.3.4.4.1 Two acres of parks must be completed prior to final inspection of the first residential dwelling unit and continued in accordance with Table 13. For purposes of this condition, Model Homes will not count as the first residential dwelling unit or be counted towards

closed homes for calculating required park acreage in the Active Adult land use area.

- 6.3.4.4.2** Park areas will be designated on plats as landscape reserve tracts and dedicated to the HOA or MMD.
- 6.3.4.4.3** Total acreage of parks will be updated and tracked with each recorded plat.
- 6.3.4.4.4** Overages above the 2 acres/100 units may count towards requirements for future plats as long as required parks that comply with all other applicable requirements herein are provided for all neighborhoods.

6.4 Trails

The Trail system will include interconnected trails including trails/sidewalks along roads, off-road concrete trails and natural trails as generally depicted in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN**. Additionally, trailhead locations at key locations such as parks, amenity sites, and at schools, to include trail maps and site furnishings (trash, seating) shall be provided. The trails delineated in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** shall be developed when the adjacent land is developed. Trails around detention ponds and along throughfares count toward open space and park requirements.

6.4.1 Regional Trail Connection

- 6.4.1.1** The Kemp Tract trail system will connect to the Waxahachie Regional Trail located at the northeastern property boundary of the Kemp Tract PD.
- 6.4.1.2** The Kemp Tract system shall provide a public sidewalk easement in the approximate location as generally shown on the Preliminary Design Schematic of the Waxahachie Regional Trail TXDOT project issued April 2025.
- 6.4.1.3** The Developer shall construct the Waxahachie Regional Trail located on the Kemp Tract PD. Provision of the land for the Waxahachie Regional Trail shall count towards open space and park dedication requirements.

6.4.2 Golf Cart Pathways

Golf carts will be an integral part of the multi-modal circulation system. Golf carts will be allowed on streets in compliance with Texas State Law and city ordinance. The PD project shall be considered a master-planned community within the meaning set forth in Section 551.403(c)(1) of the Texas Transportation Code. The project shall contain a system of golf cart pathways including the “multi-purpose” path that accommodates golf carts to provide connectivity between local roads and the residential and recreational areas. This pathway system, as indicated in **EXHIBIT F - OPEN SPACE AND TRAILS PLAN** and the proposed street cross sections, will promote accessibility via golf

cart within the development without the need to use an automobile. The golf cart pathways shall comply with state and local statutes and regulations.

6.4.3 Trail Materials

Trails outside of the Right-of-Way may consist of natural materials such as mulch or crushed stone.

6.5 Amenity Centers

6.5.1 General:

6.5.1.1 In order to promote a sense of community and to fulfill the recreation needs for all ages, recreational amenities will be provided. These features will be set within an open space and multi-modal pathway network intended to create and support interaction among the families, neighbors, and neighborhoods within the Kemp Tract.

6.5.1.2 A minimum of two (2) separate Amenity Centers, at least 20 acres in size, shall be provided cumulatively in the Traditional Residential and Active Adult Residential Districts.

6.5.1.3 At minimum, 40 acres of Primary amenity centers will be provided.

6.5.1.4 All amenity centers will be maintained by a homeowner's association or property owners' association. The Amenity Centers may satisfy the park 0.5-mile radius requirement.

6.5.1.5 All Amenity areas and Amenity Elements shall count towards open space and park requirements.

6.5.2 Amenity Center Development Standards

6.5.2.1 The Amenity Center standards apply to an amenity center in the Traditional Residential and Active Adult Districts as depicted on **EXHIBIT B – CONCEPT PLAN**.

6.5.2.2 Land uses may consist of indoor and outdoor, lighted, and unlighted, recreation facilities, food and beverage establishments, and services that include active and passive sports and entertainment (including outdoor concert facilities (i.e., the Bandshell) and ancillary facilities including on-site alcohol consumption.

6.5.2.3 The amenity facilities will primarily be provided in one Primary Amenity center in each of the TR and AA communities.

6.5.2.4 Amenity Center Facilities and Uses

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Each primary Amenity Center will include at least five (5) of the following facilities and uses (duplicates of the following facilities designated with an asterisk located within a Primary Amenity Center will not count as multiple facilities):

- Community Offices / Administration Buildings
- Indoor and Outdoor Swimming Pools and Pool Bath Houses
- Fitness and wellness Areas
- Shade Pavilions and Gazebos*
- Sports courts such as basketball, Tennis Courts and Pickle Ball Courts*
- Lawn Games such as bocce, croquet, volleyball, putting green, etc.*
- Multi-use fields*
- Playgrounds*
- Pro shops
- Restaurant facilities: such as snack bars, grills, restaurants, bars, and lounges associated with clubhouses
- Dog Grooming*
- Hobby Space*
- Personal services: such as barber and beauty shops and nail salons
- Community recreation facilities such as indoor recreation, meeting, assembly, and banquet rooms
- Outdoor entertainment venues such as an amphitheater

Minimum lot area	7,000 SF
Minimum lot width	60 ft
Minimum lot depth	100 ft
Minimum front setback from ROW	25 ft
Minimum side setback along ROW	25 ft
Minimum side and rear setback adjacent to single family detached uses	50 feet
Minimum rear setback	20 ft
Maximum height	65 ft
Maximum lot coverage	60%

6.5.3 Traditional Residential Amenities

6.5.3.1 The Traditional Residential Amenities will include a 20-acre Amenity Campus consisting of buildings for a community center and multipurpose rooms with a minimum of 15,000 square feet of covered area of which 5,000 square feet will be air-conditioned space. The Amenity Campus will also include a minimum of 7,500 total square feet of pool area, 8 pickle ball courts, 1 basketball court, and 2 tennis courts.

6.5.3.2 Phasing for construction of the Traditional Residential Amenities shall conform to Table 12:

TABLE 12: TRADITIONAL RESIDENTIAL AMENITY AND PARK PHASING		
Facility	Trigger for Start of Construction	Estimated Date Available for Use
<p>Residential Phase - Development Parks and Open Space</p> <ul style="list-style-type: none"> • Two (2) acres for the first residential lot developed • Prior to final inspection for the 1,000th lot, the greater of the park requirement in Section 6.1.3 or a total of 20 acres of park and open space (inclusive of the initial 2 acres) shall be provided within the Property; • Prior to the final inspection for each successive 1,000th lot, an additional 20 acres of open space and park shall be provided within the Property. 	Begins with site development of each development phase	Completion prior to final inspection of the first owner occupied residential unit in initial phases. Upon completion of the first Phase of the primary amenity, park completion will not be required until 50% of the owner-occupied residential units in a phase are complete.
<p>Primary Amenity: Phase 1 - uses from menu in 6.5.2.4</p> <ul style="list-style-type: none"> • Program elements and minimum sizes provided as per menu in 6.3.1. and EXHIBIT F. • Multi-purpose Building • Tennis Court • Pickle Ball Courts - Four • Resort Style Pool • Basketball Court 	Commencement of construction on the first 10,000 SF no later than final inspection the 750 th home. *	24 months after start of construction
<p>Primary Amenity: Phase 2 - uses from menu in 6.5.2.4</p> <ul style="list-style-type: none"> • Multi-purpose Building • Fitness Pool • Four Additional Pickle Ball Courts 	Commencement of construction on the additional 5,000 SF no later than final inspection of the 2,000 th home.	18 months from start of construction
<p>Specialty Park:</p> <ul style="list-style-type: none"> • Sports Park or other similar community gathering park, on five (5) or more acres. 	With the construction of the adjacent school site or subdivision.	Completed by opening of the adjacent school site.

*For purposes of this planned development, "commencement of construction" means that an application for a building permit has been submitted to the City. Notice of commencement of construction shall be issued no more than 45 days from issuance of the building permit.

6.5.3.3 Constructing the Facilities

The developer is responsible for the construction of recreational facilities and/or amenities. Buyers are not responsible for any direct costs, beyond the

purchase price under the purchase agreement, related to the construction of the facilities.

6.5.3.4 Maintenance of the Facilities

Upon completion of each phase of the Amenity Campus, the Homeowners Association will be responsible for maintaining the facilities.

6.5.3.5 Transfer of the Facilities

The facilities are to be conveyed by the developer to the Homeowners Association. All of the facilities conveyed to the Homeowners Association will be conveyed by Special Warranty Deed, free and clear of all monetary liens.

6.5.3.6 Who May Use the Facilities

The above-described facilities are available for the use and enjoyment of each member of the homeowner’s association and their guests. Use of the common area shall be subject to a Declaration applicable to the common area and any rules and regulations that may be adopted by the Homeowners Association.

6.5.4 Active Adult Amenities

6.5.4.1 The recreational facilities in the Active Adult Amenity Center shall include an Amenity Campus consisting of buildings for a fitness center, food and beverage facilities and multipurpose rooms with a minimum of 22,500 square feet of indoor area. The Amenity Campus will also include a minimum of 7,500 total square feet of pool area, 8 pickle ball courts, and 2 tennis courts.

6.5.4.2 Phasing for construction of the Active Adult Amenities shall conform to **Table 13: Active Adult Amenity And Park Phasing:**

TABLE 13: ACTIVE ADULT AMENITY AND PARK PHASING		
Facility	Trigger for Start of Construction	Estimated Date Available for Use
Residential Phase - Development Parks and Open Space <ul style="list-style-type: none"> Two (2) acres per 300 lots for Neighborhood Park 	Begins with site development of each development phase.	Completion prior to final inspection of the first single family residential unit in initial phases. Upon completion of the first Phase of the primary amenity, park completion will not be required until 50% of the single-family residential units in a phase are complete.
Primary Amenity: Phase 1 - uses from menu in 6.5.2.4	Commencement of construction on the first 12,500 SF no later than	24 months after the start of construction.

<ul style="list-style-type: none"> • Program elements and minimum sizes provided as per menu in 6.5.4.1 and EXHIBIT F. • Food & Beverage Facility • Fitness Center • Tennis Courts • Pickle Ball Courts • Resort Style Pool 	<p>final inspection the 500th home. *</p>	
<p>Primary Amenity: Phase 2 - uses from menu in 6.5.2.4</p> <ul style="list-style-type: none"> • Multi-purpose Building • Fitness Pool • Four Additional Pickle Ball Courts 	<p>Commencement of construction on the additional 10,000 SF no later than final inspection of the 1,500th home.</p>	<p>18 months from the start of construction.</p>

*For purposes of this planned development, "commencement of construction" means that an application for a building permit has been submitted to the City. Notice of commencement of construction shall be issued no more than 45 days from issuance of the building permit.

6.5.4.3 Constructing the Facilities

The Developer is responsible for the construction of recreational facilities and/or amenities.

6.5.4.4 Maintenance of the Facilities

Upon completion of each phase of the Amenity Campus, the Homeowners Association will be responsible for maintaining the facilities.

6.5.4.5 Transfer of the Facilities

The facilities are to be conveyed by the developer to the Homeowners Association. All of the facilities conveyed to the Homeowners Association will be conveyed by Special Warranty Deed, free and clear of all monetary liens.

6.5.4.6 Who May Use the Facilities

The above-described facilities are available for the use and enjoyment of each member of the homeowner's association and their guests. Use of the common area shall be subject to the Declaration applicable to the common area and any rules and regulations that may be adopted by the Homeowners.

6.5.5 Multi-Family Amenity Centers

Each multi-family amenity center must include at least 1 of the following program elements for each 150 units or fraction thereof:

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- a) Outdoor living area such as a fire pit, fireplace or barbeque/cooking area with seating.
- b) Sport courts (bocce, pickle ball, tennis, basketball, etc.)
- c) Cabana or other shade/picnic pavilion
- d) Community pool or spray park
- e) Play or practice sports fields (If intended for play fields, soccer fields will include goals, baseball fields will include a backstop)
- f) Playground or tot lot with three (3) or more of the following elements:
 - Activity Panels
 - Balancing
 - Climbing
 - Fitness
 - Overhead / Hanging
 - Sensory
 - Slides
 - Swings
 - Zip Line

CHAPTER 7: LANDSCAPING & BUFFERS

The landscape design within the Kemp Tract open spaces and development tracts will follow the City of Waxahachie ordinance Section 5.04 with the following exceptions.

7.1 Landscape Design for Water Conservation

Landscaping shall include annual or perennial landscaping with plant material that is native or adapted to the North Texas area. Landscaped planting beds and individual trees shall be irrigated. Turf areas in high visibility areas will be irrigated to the extent necessary for healthy growth. Limits of irrigated area shall be reviewed during Plat or Site Plan approval as mutually agreed upon by developer's licensed Landscape Architect and city staff. To encourage water conservation, drip irrigation or irrigation close to the ground is required. Water from a nonportable source is encouraged.

7.2 Screening/Buffer Yards

The City of Waxahachie Zoning Ordinance Section 5.03(e) and Section 5.04(g), except for Subsections 5.04(g)(iii), (iv) and (v) which shall remain in full force and effect, and the City of Waxahachie Subdivision Ordinance Section 5.7(a)(1) are revised to include the following alternatives in lieu of the buffer requirements identified in the City of Waxahachie zoning ordinance. Refer to **EXHIBIT G - SCREENING PLAN**. Landscape buffers required along streets that are outside of the ROW and the limits of the roadway construction shall be installed with the development of the adjacent

property. Landscaping and screening required and shown on the construction plan set within a segment of street right-of-way, shall be installed prior to the acceptance of the public infrastructure within such segment of street right-of-way. Final acceptance of the landscaping for a roadway or subdivision may occur after final acceptance of the related infrastructure project but in no case shall the acceptance process extend beyond six (6) months after acceptance of the infrastructure. With approval of the city manager (or designee) landscape materials may be installed after the infrastructure is accepted but in no case installation and acceptance will be complete no later than six months following acceptance of the infrastructure.

7.2.1 Screening/ Buffer Yard Requirements are applicable as noted below:

7.2.1.1 Primary Screening Type 1

Primary Screening Type 1 is required where Kemp Tract development abuts residential areas along the Lone Elm and Brookside neighborhoods. Primary Screening Type 1 shall include a minimum twenty (20) foot landscape buffer with the following:

a) Landscape Berms

at least three (3) feet in height

b) Canopy Trees

One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

c) Evergreen or Ornamental Trees

One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

d) Shrubs

In between required trees, hedge materials shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation and species having mature maintained height of up to five feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet on center along length of roadway segment on top of berms of varying height lining the roadway segment. Buffer shrubs will not be located in sight triangle areas.

7.2.1.2 Primary Screening Type 2

Primary Screening Type 2 is required where Mixed-Use land uses directly abut residential areas. Primary Screening Type 2 shall include a minimum twenty (20) foot landscape buffer with the following:

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a) Screening wall

A six-foot (6') masonry wall shall be constructed along common nonresidential and single-family property lines, but such wall shall not be required in front of nonresidential buildings along the public right-of-way upon which the nonresidential tract fronts.

b) Canopy Trees

One (1) canopy tree at least three (3) inch caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

c) Evergreen or Ornamental Trees

One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met, and general screening is achieved) of roadway for the landscape buffers.

d) Shrubs:

In between required trees, hedge material or midstory trees shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation with species having mature maintained height of up to five (5) feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet on-center along length of roadway segment. Buffer shrubs shall not be located in sight triangle areas.

e) Midstory Plant material:

Midstory Plant material shall be four feet at time of installation with species having mature maintained height minimum of six (6) feet. Midstory plant material will be placed in cluster or linear hedge formation with minimum average spacing of eight (8) feet on-center along MU perimeters that directly abut residential areas. Midstory plant material shall not be located in sight triangle areas. A masonry wall six (6) feet in height may be provided in lieu of Midstory Plant Material.

7.2.2 Tree Spacing

All trees shall be planted at a minimum of 5 feet away from any public utility lines, sidewalks, or roadway paving. If root barrier is installed between the tree and street or sidewalk, minimum spacing dimension may be 2.5 feet.

7.3 Street Trees

7.3.1 Street Trees Required

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7.3.1.1 Each multi-family, mixed use, and non-residential development shall have at least one (1) canopy tree, a minimum three (3) inches in caliper, for each thirty (30) linear feet of platted street frontage or a fraction thereof.

7.3.1.2 Each Single Family Attached, Single Family Detached, Paired Villa and Cottage development shall have at least one canopy tree, a minimum of three (3) inches in caliper, for each thirty (30) linear feet of platted street frontage or a fraction thereof.

7.3.2 The street tree will be located within the street parkway. Where conflicts prevent this planting location, the street tree may be located between building and the ROW (within the building setback).

7.3.3 Any existing trees meeting the minimum caliper inch preserved in the ROW will count towards this requirement.

7.3.4 Street trees shall be planted, and irrigation installed in boulevard medians and right-of-way islands where such are wide enough to accommodate trees. The trees shall be planted in these areas at a rate of one canopy or understory tree for every 1,000 square feet of area within the boulevard median or right-of-way island. The location of these detailed elements is flexible and can be clustered so long as the placement does not violate visibility requirements. These trees shall be maintained by a homeowner's association, property owners' association, or MMD.

7.3.5 Required street trees and irrigation for a street required to be constructed beyond the boundary of a subdivision, but within the Property, shall be provided within 6 months of acceptance of the roadway by the City of Waxahachie Public Works Department.

7.3.6 Tree Spacing

All trees shall be planted at a minimum of 5 feet away from any public utility lines, sidewalks, or roadway paving. If root barrier is installed between the tree and street or sidewalk, minimum spacing dimension may be 2.5 feet.

7.4 Enhanced Local Street Landscaping Criteria for Enhanced Local Street

The Enhanced Local Street, indicated on the **EXHIBIT D** Throughfare Plan, shall include the following landscaping in the Parkway and parking lane Bump Outs. The landscaping will serve as a landscape amenity and transition from the travel lanes. All of the landscaping in the Enhanced Local Street ROW shall be irrigated.

7.4.1 Street Trees

One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof.

7.4.2 Ornamental Trees

One (1) ornamental tree, at least six (6) feet in height, planted for every forty (40) linear feet of platted street frontage or a fraction thereof, planted in between and staggered with the canopy trees.

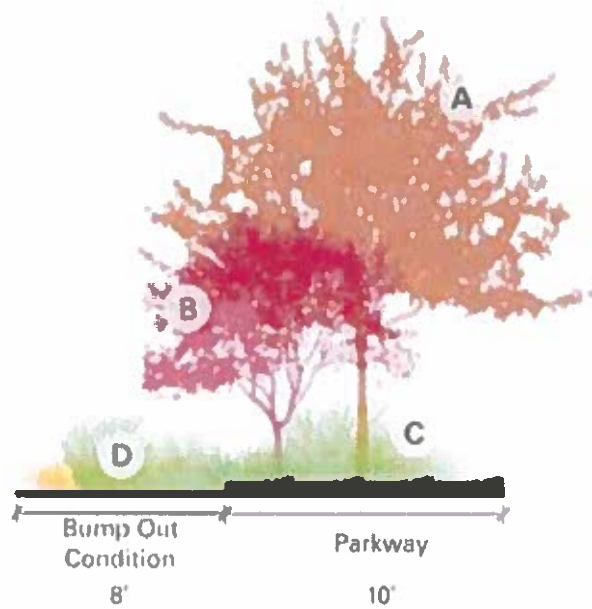
7.4.3 Shrubs

One (1) shrub, at least twenty-four (24) inches in height, planted for every ten (10) linear feet in between and staggered with the required trees. Shrubs will be placed in clusters or linear hedge formation. Shrubs will not be located in sight triangle areas.

7.4.4 Parking Bump Outs

Within the Parking Bump Outs 50% of the ground area shall be covered in living ground cover and/ or shrubs, at least twenty-four (24) inches in height. Shrubs will not be located in sight triangle areas.

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Enhanced Local Street Landscape Requirements

The Enhanced Local Street, indicated on the Exhibit D Throughfare Plan, shall include the following landscaping in the Parkway and parking lane Bump Outs. The landscaping will serve as a landscape amenity and transition from the travel lanes. All of the landscaping in the Enhanced Local Street ROW shall be irrigated.

- A** **Street Trees**
One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof.
- B** **Ornamental Trees**
One (1) ornamental tree, at least six (6) feet in height, planted for every forty (40) linear feet of platted street frontage or a fraction thereof, planted in between and staggered with the canopy trees.
- C** **Shrubs**
One (1) shrub, at least twenty four (24) inches in height, planted for every ten (10) linear feet in between and staggered with the required trees. Shrubs will be placed in clusters or linear hedge formation. Shrubs will not be located in sight triangle areas.
- D** **Parking Bump Outs**
Within the Parking Bump Outs 50% of the ground area shall be covered in living ground cover and/ or shrubs, at least twenty four (24) inches in height. Shrubs will not be located in sight triangle areas.

7.5 Detached Residential Landscape Requirements

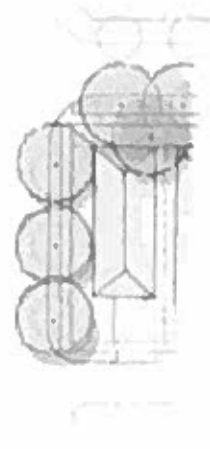
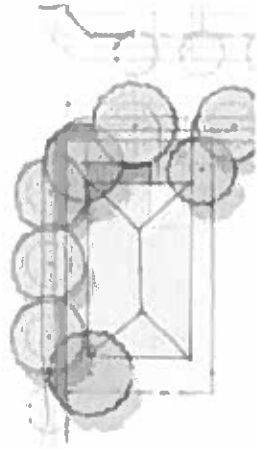
7.5.1 Front Yard Trees:

Siting of front yard trees is commensurate with available space on the lot to provide for a tree canopy in conjunction with the street trees.

7.5.1.1 For lots 50 feet or less in width: Each lot shall have one Canopy Tree a minimum of three (3) caliper inches, in the front yard.

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7.5.1.2 For lots greater than 50 feet in width: Each lot shall have two Canopy Trees a minimum of three (3) caliper inches each, in the front yard.



Lots Greater than 50' in Width

For lots greater than 50 feet in width: Each lot shall have two Canopy Trees a minimum of three (3) caliper inches each, in the front yard.

One Canopy Tree in rear yard minimum two (2) caliper inches. Homes that are alley loaded do not require rear yard canopy trees.

Lots 50' or Less in Width

For lots 50 feet or less in width: Each lot shall have one Canopy Tree a minimum of three (3) caliper inches, in the front yard.

One Canopy Tree in rear yard minimum two (2) caliper inches. Homes that are alley loaded do not require rear yard canopy trees.

7.5.2 Rear Yard Trees

One Canopy Tree a minimum two (2) caliper inches is required in the rear yard. Homes that are alley loaded do not require rear yard canopy trees.

7.5.3 Shrub Beds

7.5.3.2 Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes.

7.5.3.3 Where side yards abut streets, shrub beds along 40% of the home and a Canopy Tree with a 2-inch caliper is required.

7.5.4 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.5.5 Pervious Coverage

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Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by other plant material. Hydroseed and hydromulch will not be permitted unless approved by Staff.

7.6 Attached Residential and Paired Villas Landscape Requirements

7.6.1 Required Trees

One Canopy Tree per unit, a minimum three (3) caliper inches, is required. For Cottage units the trees may be arranged in front, rear or side yards and paseos.

7.6.2 Shrub Beds

7.6.2.2 Shrub beds required along front façade of home with mix of one- and three-gallon plant sizes.

7.6.2.3 Where side yards abut streets, shrub beds along 40% of the home and a Canopy Tree with a 2-inch caliper is required.

7.6.3 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.6.4 Pervious Coverage

Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by other plant material.

7.7 Cottage Landscape Requirements

The unique housing type configuration necessitates tailored landscaping requirements.

7.7.1 Street Frontage

7.7.1.2 Required Trees

Two (2) Canopy Trees are required per four (4) cottage units, a minimum three (3) caliper inches, and planted for every forty (40) linear feet of platted street frontage or a fraction thereof. These trees may be planted as Street Trees in the landscape strip or parking bulb out. Two (2) Ornamental Trees are required per four (4) cottage units, at least six (6) feet in height.

7.7.1.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

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7.7.1.4 Living Groundcover

Living groundcover required along front façade of home planted at 24 inches on center.

7.7.2 Paseo Frontage

7.7.2.2 Required Trees

Four Ornamental Trees, at least six (6) feet in height, are required per four cottage units,.

7.7.2.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.2.4 Living Groundcover

Living groundcover is required along front façade of home planted at 24 inches on center.

7.7.3 Rear Lot Frontage

7.7.3.2 Required Trees

One (1) Ornamental Trees, at least six (6) feet in height, is required per four (4) cottage units,.

7.7.3.3 Shrub Beds

Shrub beds are required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.

7.7.3.4 Groundcover

Living groundcover is required along front façade of home planted at 24 inches on center.

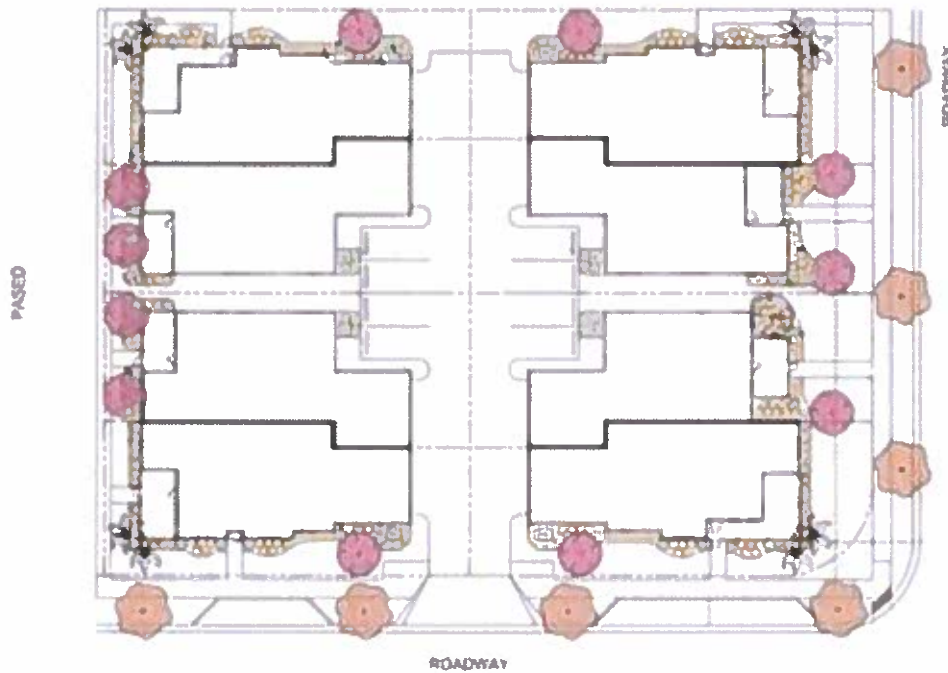
7.7.4 Mechanical Equipment

Mechanical equipment shall be screened from direct view from the street with plant species that will grow to be maintained at the height of equipment to be screened.

7.7.5 Pervious Coverage

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Sod, mulch, or another staff approved ground cover shall cover 100% of the pervious portions of the lot not covered by the driveway or other plant material.



Cottage Landscape Requirements

The unique housing type configuration necessitates tailored landscaping requirements.

- A Street Trees**
Two (2) Canopy Trees per four (4) cottage units, minimum three (3) caliper inches, planted for every forty (40) linear feet of platted street frontage or a fraction thereof. May be planted as Street Trees in the landscape strip or parking built out.
- B Ornamental Trees**
Two (2) Ornamental Trees per four (4) cottage units, at least six (6) feet in height.
- C Shrub Beds**
Required along front façade of home with mix of one- and three-gallon plant sizes planted at 36 inches on center.
- D Living Groundcover**
Living groundcover required along front façade of home planted at 24 inches on center.

7.8 Non-Residential Tree Requirements

7.8.1 Required Trees

Trees shall be provided as required by Section 5.04 of the Zoning Ordinance. Tree massing within the designated landscaped area may be allowed to meet the overall requirement. Required trees shall be a minimum 3-inch caliper in common areas and streetscape.

7.8.2 Trees may be planted within the right-of-way provided they are planted consistent with the provisions of above and their location is approved by the City.

7.8.3 All tree species shall be approved by a registered Landscape Architect or certified arborist at the time of landscape plan submission to the City.

7.8.4 Subject to City staff approval, changes to the approved landscape plan's design may be modified in the field to better address existing site conditions and constraints while still maintaining landscape requirements.

7.9 Lighting

All lighting throughout the commercial sites shall be full cut-off and shall not exceed (0.25) footcandles at a property line shared with a residential lot or the external boundary of the PD area. The Developer shall install decorative streetlight fixtures throughout the project provided the decorative street light fixtures are approved by the electricity service provider. If decorative streetlight fixtures are caused to be installed by the Developer they will be maintained by the electricity service provider, HOA, POA, or MMD.

7.10 Fencing

Fencing along Thoroughfares and Collectors shall not be required due to the use of landscaping and berms, except as provided in this chapter. In areas the Developer installs fencing, the standards below shall apply:

- a) **Front Yard Fence:** Front Fence shall mean a fence that is constructed out of wood or metal with a maximum height of four feet (4') and with openings not less than fifty (50) percent of the fence area.
- b) **Rear and Side Yard Fence:** Wooden or ornamental metal fences (with openings not less than 50% of the fence area) with a minimum height of four feet (4') and a maximum height of six feet (6' 8") surrounding the rear yard of residential lots shall be permitted. This fence shall not exceed past the front façade of the dwelling.
- c) **Black, welded light gauge metal fence:** A black, welded light gauge metal fence is a permitted fence material in parks or recreational facilities (such as WireWorks Anti-Climb and Jerith Patriot wire fence products).

7.10.1 Fence Materials

Allowed materials include fences made of treated or painted/stained wood, masonry, tubular steel, and wrought iron fencing. Examples of prohibited materials include chain link, plywood, particleboard, and corrugated metal sheets.

CHAPTER 8: PARKING REQUIREMENTS

All off-street parking & loading must comply with the City of Waxahachie Zoning Ordinance, Section 5.02 except the following:

8.1 Multi-Family and Mixed-Use Parking

8.1.1 Parking Ratio

Multi-Family Uses shall be parked at the following Ratio:

- 1 space for a studio/ efficiency
- 1.5 spaces per 1 bedroom
- 2 spaces per 2+ bedroom

8.1.2 On-Street Parking

On-street striped parking can be counted towards the off-street parking requirements for non-residential uses. On-street parking cannot count for more than 10% of the overall required parking and any on-street parking that is credited towards the required parking must be labeled on the Residential Plat and/or Site Plan. A parking stall may not be used for credit on more than one land use.

8.2 Amenity Center Parking

Amenity Centers shall be classified as Private Recreation Facilities with parking criteria as follows:

- 10 spaces minimum, plus 1 space per 500 sf over 5000 sf of building and active amenity recreation areas. Open space such as lawn or landscape areas, connective sidewalks, parking areas are not counted as active recreation areas.

CHAPTER 9: STREET DESIGN

9.1 Street Standards

All streets shall comply with the City of Waxahachie Subdivision Ordinance, Section 3.01 except as shown in **EXHIBIT E – STREET SECTIONS** and the standards in this Chapter.

9.2 Thoroughfare Plan

Refer to **EXHIBIT D - THOROUGHFARE EXHIBIT** for general types and locations of the various major public streets. The locations are general and may be modified prior to Plat approval so long as the overall connection points along the perimeter are provided.

9.2.1 Connection to FM 875

Prior to the issuance of a certificate of occupancy on the first home constructed within development, an access route shall be provided throughout the overall development from IH-35E to FM 875. The access route shall be provided by means of public street, fire lane, temporary all-weather access, or a combination thereof. The final alignment of the access route shall be coordinated with the fire Marshal prior to the commencement of construction and periodically throughout the life of development.

9.3 Street Design Features

9.3.1 Traffic Circles and Roundabouts

Traffic circles and roundabouts are allowed intersection types with the approval of location and design by the City Engineer.

9.3.2 Brookside Road

Subject to final engineering design approval by the City, the alignment of Brookside Road shall generally comply with the alignment identified in Exhibit "K". No other direct connections to Brookside Road shall be permitted from the Property except for a connection necessary at the west end of Brookside Road to provide for access for landowners west of the Property which connection will be controlled with an access gate to be used only for that access and for emergency EMS access

9.3.3 Multi-Purpose Trail

The Multi-Purpose Trail, where used, is designed to serve a variety of users: golf carts, e-bikes, bicycles, and pedestrians.

9.4 Arterial Phasing

Per the TIA the 4-Lane Arterial shall be built where a Major Arterial is shown on **EXHIBIT D - THOROUGHFARE EXHIBIT**. The 4-Lane Arterial may be expanded to 6-Lane Arterial section when the traffic demand requires expansion as documented in an updated TIA.

CHAPTER 10: SIGNAGE

10.1 Signage Generally

All signage within the project shall comply with the Waxahachie Code of Ordinances Sec. 5.08 Sign Regulations, with the exception of the standards listed below. When there is a conflict between the requirements of the Sign Ordinance and this PD document, the PD document will supersede and control over the development. The project will include various development monument entry signs and neighborhood monument entry signs located at various perimeter entrances and neighborhood entries. For purposes of signage in this PD, the entire property is considered one lot.

10.2 Community Entry Signage

Points of entry into the Kemp Tract will be defined with a combination of monument signage, landscape, and lighting to create a sense of arrival commensurate in scale and character with a large master planned community (see **EXHIBIT I - SIGNAGE PLAN**). These Points of entry will be primary, secondary, or tertiary in scale. All monument entry signs shall be outside of any visibility triangles located at the intersections (as defined by City of Waxahachie Zoning & Subdivision Ordinances). For purposes of advertising different neighborhoods or amenities in the Development, signage is permitted within the Property to advertise neighborhoods and amenities not located on the same lot

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within the Property as set forth below. For purposes of signage in this PD, the entire property is considered one lot.

10.2.1 Primary Entry Signage

These types of monument signs shall be placed at the entry area on I-35, as shown on the Signage Plan attached as **EXHIBIT I**, to provide project identity.

- The primary entry monument is permitted within 300 feet of the IH-35 right-of-way and may be a maximum of sixty (60) feet in height.
- A wall sign which may be one sided or a two-sided blade sign may be developed in conjunction with the entry monument.
- In addition to the signage listed above, an attached or isolated sign blade wall with a maximum size of twelve (12) feet tall by eighty feet in length (12'x80') for the purposes of identifying tenants of the Mixed Use area at I-35.

10.2.2 Secondary Entry Signage

These monument signs shall be placed at entry points, as shown on the Signage Plan attached as **EXHIBIT I**.

- Thirty-five (35) feet tall maximum and may have an attached or isolated sign blade wall with a maximum size of ten feet tall by fifty feet in length (10'x50').
- In addition to the signage listed above, an attached or isolated sign blade wall with a maximum size of ten (10) feet tall by forty feet (40') in length (10'x 40') for the purposes of identifying tenants of the Mixed Use area located in the center of the community.

10.2.3 Tertiary Entry Signage

These monument signs shall be placed at entry points, as shown on the Signage Plan attached as **EXHIBIT I**.

- Thirty-five (15) feet tall maximum and may have an attached or isolated sign blade wall with a maximum size of ten feet tall by fifty feet in length (8'x35').
- A maximum of two entry signs will be provided at each entry point.

10.2.4 Neighborhood Entry Signage

These monument signs may be placed at multiple entry points to residential subdivisions within the project and at points where the ring road intersects with arterials. **EXHIBIT I** identifies potential neighborhood entry signage locations. As neighborhoods are designed and plats are submitted, additional neighborhood entry signage may be approved by the City Manager or his designee.

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- Eight feet (8') tall maximum and an attached or isolated sign blade wall with a maximum size of six feet tall by twenty feet in length (6'x20').

10.2.5 Street Signs

The Developer shall install decorative street signs throughout the project.

10.3 Permitted Neighborhood Signs

The following sign types may be placed within the project:

10.3.1 Community Center Monument:

This sign shall be placed at the community center located within the project.

Eight feet (8') tall maximum and an attached or isolated sign blade wall with a maximum size of six feet tall by twenty feet in length (6'x20').

10.3.2 Parks Monument

These signs shall be placed at parks located throughout the project.

- The monuments shall not exceed eight feet (8') in height and 80 square feet in size.
- Directional/Marketing/Information Signs: Used to direct residents to various parks or trails located throughout the project. Additionally, there may be informational signs about wildlife, wellbeing messaging, etc. The monuments shall not exceed eight feet (8') in height.

10.3.3 Residential Navigation Signs

A maximum of 10 Residential Navigation Signs shall be allowed in each phase. These signs are located in model homes centers and various residential neighborhoods available to potential home buyers.

- Ten feet (10') tall and six feet (6') wide maximum sign size, not including posts.
- The sign messaging area shall be a maximum of 125 square feet in size.
- All residential navigation signs must be removed when 90% of the model homes in the model home village are purchased and used as private homes.

10.3.4 Directional/Marketing/Information Signs:

- These signs are to be located along roadways and will direct potential home buyers to various neighborhoods and community features and/or model homes. These temporary signs may be installed at various locations within the project.
- The sign messaging area shall be a maximum of 100 square feet in size and they may not be spaced closer than 300' apart.

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- All Marketing/Information signs must be removed when 100% of in the homes in the community have been completed and occupied. Real estate marketing signage subsequent to that milestone shall comply with sign codes in place at that time.
- Directional signs providing directions to permanent neighborhoods or community components such as amenities, town center, schools, parks will remain permanently

10.3.5 Wall Signs

- Wall signs shall comply with Section 5.08 except as otherwise provided herein.
- The maximum size of all wall signs on a façade shall not exceed 15% of the façade area.

10.3.6 Vacant Lot Signs

Vacant Lot Signs used to identify vacant lots available for sale to potential home buyers.

- There shall be one sign per lot.
- The sign shall have a maximum of sixteen (16) square feet in size and not to exceed four feet (4') in height.

10.4 Amenity Center and Surrounding Grounds Signage

This sub-chapter pertains to attached signs and wall mounted graphics placed within the project's private Amenity Center and surrounding grounds at the Developer's discretion.

- The maximum percentage of each elevation of a building with applied signage graphics flush on the walls or on protruding structures shall not exceed twenty percent (20%).
- The area of the elevation of a building does not include measurements of exposed roof area or ornamental architectural features.
- Signage area is defined as the area measurement of a polygon line that tightly surrounds the graphics and text of a sign only.
- Ornamental walls, finishes, and colors on which the sign may be mounted do not apply to the area measurement.
- There shall be no restrictions on the design or size of projecting signs so long as the maximum percentage of sign coverage is not exceeded and a minimum clearance of eight (8) feet above any sidewalk or other pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface is provided.
- Covered canopies, marquees, and other similar architectural features may be adorned with signage.

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- Temporary signage, banners, miscellaneous site graphics, and marketing signage shall not be regulated except that marketing signage shall not exceed eight feet (8') in width and seven feet (7') in height.

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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 17th day of November, 2025.

MAYOR

ATTEST:

City Secretary

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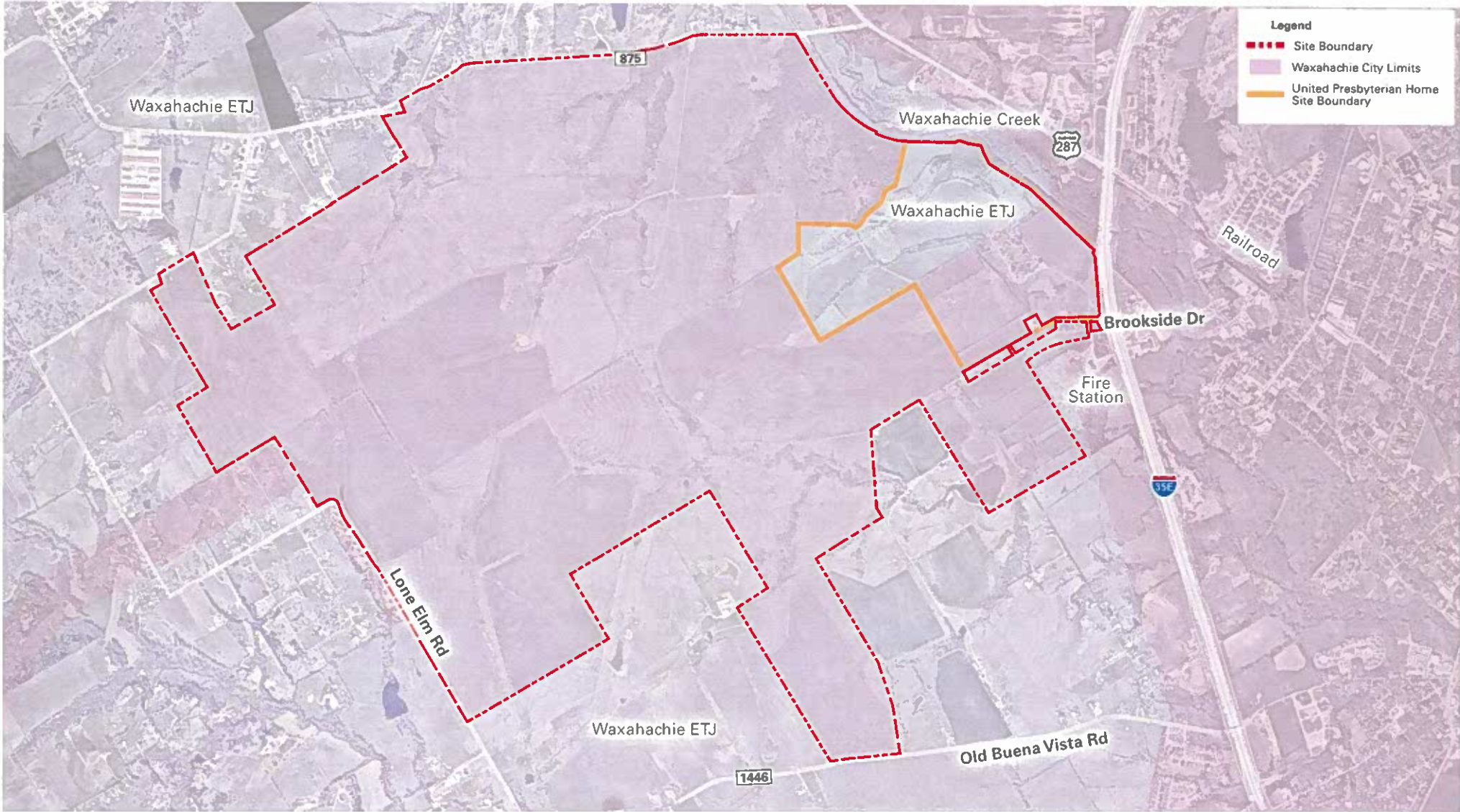
CHAPTER 11: EXHIBITS

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EXHIBIT A – ZONING LOCATION MAP

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Kemp Tract

Exhibit A - Zoning Location Map

Waxahachie, Texas
08/18/2025

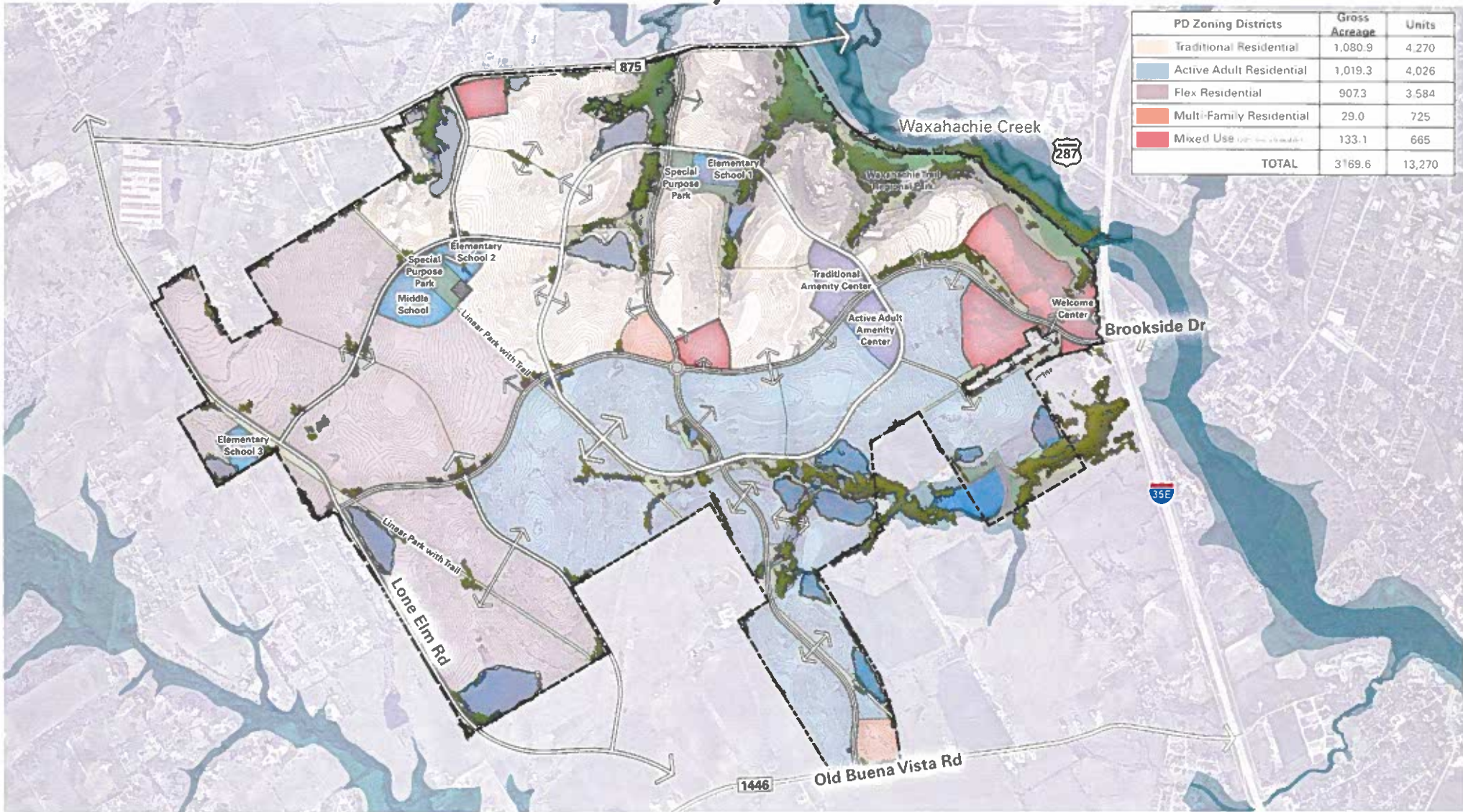
TBG
2025 e-processor in
TXID, L. Center 100
Austin, TX 78702
817.327.1811
@bgpartners.com



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EXHIBIT B – CONCEPT PLAN

(17)



Kemp Tract

Exhibit B - Concept Plan

Waxahachie, Texas
08/18/2025

TBG
2222 N. State Avenue
Suite 100
Dallas, TX 75202
817.327.1011
@bgpenn.com



EXHIBIT C – PERMITTED USES

ZONING DESIGNATIONS									
AA-Active Adult Residential District									
TR- Traditional Residential District									
MF — Multi-Family Residential District									
MU — Mixed-use Residential District									
FR-Flex Residential District (uses permitted per selected Zoning Designation)									
LEGEND									
P - Permitted Use									
S - Use may be approved via SUP									
Blank - Prohibited Use									
GENERAL: The land uses in the table below are (i) from Section 4.01 of the Waxahatchee Zoning Ordinance, or (ii) defined herein and identified with *.									
Land Use	AA	TR	MF	MU	Land Use	AA	TR	MF	MU
Residential Type Uses									
Bed and breakfast inn			P		Multiple-Family Dwelling or Apartment			P	P
Boarding House or Home					Single-Family Dwelling, Attached (Townhouse or Townhome)	P	P	P	P
Dormitory					Single-family Dwelling, Detached	P	P	P	P
Fraternity or Sorority House					Two family dwelling (Duplex, Paired Villas, Courtyard Villas)	P	P	P	P
Home Occupation	P	P	P	P	Accessory Building, MF or Non-Residential			P	P
Housing for the Elderly / Senior Apartments	P		P	P	Accessory Building (Residential) Less than 700 s.f.	P	P	P	P
HUD Code Manufactured** Home	P	P	P	P	Accessory Building (Residential), greater than or equal to 700 s.f.	S	S	S	S
HUD Code Manufactured Home					Accessory Building, Used as a Dwelling Unit	S	S	S	S

Mobile Home					Garage Accessory Dwelling	S	S	S	S
Mobile Home Park					Caretaker's or Guard's Residence	P	P	P	P
Modular Prefabricated Structure or Modular Home*	P	P	P	P	Stables, Private				
Cottages*	P	P	P	P	Build for Rent (Cluster Residential) *	P	P	P	P
Model Home	P	P			"Stay and Play" Residences*	P			

Land Use	AA	TR	MF	MU	Land Use	AA	TR	MF	MU
Educational, Institutional, and Special Uses									
Adult Daycare Facility	P		P	P	Hospital, Acute Care				P
Art Gallery or Museum				P	Hospital, Chronic Care				P
Cemetery, Animal					Household Care Facility	S	S	S	S
Cemetery or Mausoleum					Institution for Alcoholic, Narcotic Psychiatric Patients				
Child Advocacy Center					Institution of Religious or Philanthropic Nature	S	S	S	S
Child Daycare Center	P	P	P	P	Jail or Prison				
Church, Rectory, or Temple	P	P	P	P	Juvenile Detention Center				
College or University			S	S	Kindergarten or Nursery School Private	P	P	P	P
Community Home	S	S	S	S	Private Recreation Facility	P	P	P	P
Crematorium					Public Community Center	P	P	P	P
Day Camp for Children		S		S	Rehabilitation Care Facility or Halfway House				

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Fairgrounds, Rodeo Grounds or Exhibition Area					Residential Home for Adults Intellectual and Developme Disabilities	S		S	S
Family Home (Child Care)				S	School, Private		S	S	P
Farm, Ranch, Garden, or Orchard	P	P	P	P	School, Public	P	P	P	P
Fraternal Organization	S	S	S	S	School, Vocational			S	S
Home for Aged, Residence (Assisted Living)	P		P	P	Skilled Nursing Facility	P		P	P

Land Use	AA	TR	MF	MU	Land Use	AA	TR	MF	MU
Commercial and Retail Types Uses									
Airport					Helistop				S
Alternative Financial Services					Household Appliance Service or Repair				P
Ambulance Service	S			S	HUD Code Manufactured Home Display or Sales				
Amusement, Indoor	P	P		P	Kiosk				P
Amusement, Outdoor	P	P	P	P	Laboratory, Medical or Dental				P
Animal Hospital or Kennel, Indoor Pens				P	Laboratory, Scientific or Research				P
Animal Hospital or Kennel, Outdoor Pens					Landscape Sales and Installation				P
Animal Pound					Laundromat				P
Antique Shop				P	Massage Establishment				P
Appliance Rental, Service or Repair					Massage Parlor				
Arcade				P	Medical Appliance Fitting or Retail Sales				P

Auto Leasing and Rental					Medical Facilities				P
Auto Parking for, Commercial					Metal Recycling Center				
Auto Parking Lot, Trucks and Trailers					Micro-Brewery				P
Auto Parts and Accessory Sales				S	Mini-Warehouse or Self Storage Facility				S
Auto Racing or Go-Cart Track					Hotel (Less than 75 Rooms)				P
Auto Repair, Major					Hotel (More than 75 Rooms)				P
Auto Repair, Minor or Automotive Care Center				S	Office, Professional and Administrative				P
Auto Sales, New				S	Outside Display				P
Auto Sales, Used				S	Outside Storage				S
Auto Storage or Auto Auction					Park or Playground, Private	P	P	P	P
Auto Wrecking Yard					Pawn Shop				
Bail Bond Agency					Pet Shop and Grooming				P
Bakery, Commercial					Pharmacy	P			P
Bakery, Retail				P	Playfield or Stadium, Public	S	S	S	S
Bank or Credit Union				P	Portable Building Sales				
Boat Sales				S	Private Club (limited to amenity recreation areas)	P	P	P	P
Building Materials and Hardware Sales, Indoor				P	Railroad Freight Depot				
Building Materials and Hardware Sales, Outdoor				S	Restaurant	P			P
					Restaurant as part of an amenity	P	P	P	P

Bus Station or Terminal					Retail Stores and Shops (less than 5,000 s.f.)	P	P	P	P
					Retail Stores and Shops (greater than 5,000 s.f.)				P
Cabinet or Upholstery Shop					RV Sales				S
Car Wash				S	Screen Printing Shop				P
Clinic, Dental, Medical, or Chiropractic	P			P	Sexually Oriented Business				
Convenience Store				P	Small Engine Repair Shop				
Copy or Print Shop				P	Specialty Paraphernalia				
Country Club, Private	P	P			Stables, Public				
Custom Personal Service Shop				P	Studio	P	P	P	P
Drive-Through Establishment				S	Surgical Outpatient Facility				P
Dry Cleaning Establishment, Off-Site				P	Swimming Pool, Commercial	P	P	P	P
					Swimming Pool, Private	P	P	P	P
Dry Cleaning Establishment, On-Site				S	Tattoo or Body Piercing Shop				S
Feed and Grain Store				S	Tavern	P	P		P
Flea Market or Farmers Market				S	Theater, Indoor	P			P
Funeral Home or Mortuary				S	Tire Installation or Repair				S
Furniture Manufacture and Refinishing Shop				P	Tool and Equipment Rental				S
Gasoline Sales				S	Trailer and Heavy Load Vehicle Repair				
Golf Course	P	P			Trailer or Truck Sales or Rental				
Greenhouse, Nursery, Florist or Garden Shop				P	Truck Stop				

Hauling, Storage, or Motor Freight Terminal					Winery	S			P
Heating and Air Conditioning Sales				S	Zoo, Private				
Heavy Machinery and Equipment, Rental, Sales, or Storage					Zoo, Public				

Land Use	AA	TR	MF	MU	Land Use	AA	TR	MF	MU
Industrial and Utility Uses									
Animal Production Facility					Local Utility Lines	P	P	P	P
Antenna, Non-Commercial	P	P	P	P	Machine Shop or Welding Shop				
Batch Plant (Temporary Facility)	P	P	P	P	Medium Manufacturing, Full Indoor				
Chemical Plant					Medium Manufacturing, Outdoor				
Electrical Generating Plant					Municipally Owned Facilities and Uses	P	P	P	P
Equipment Sales, New or Used					Noxious Uses				
Food Manufacturing or Processing Plant					Portable Storage Structure or Temporary Building	P	P	P	P
Franchised Private Utility (Not Listed)	S	S	S	S	Public Building, Shop, or Yard of a Local, State, or Federal Agency				P
Heavy Manufacturing, Fully Indoor					Public or Private Storage				
Heavy Manufacturing, Outdoor					Railroad Track	P	P	P	P
Landfill					Sand, Gravel, Stone, or Petroleum Extraction				

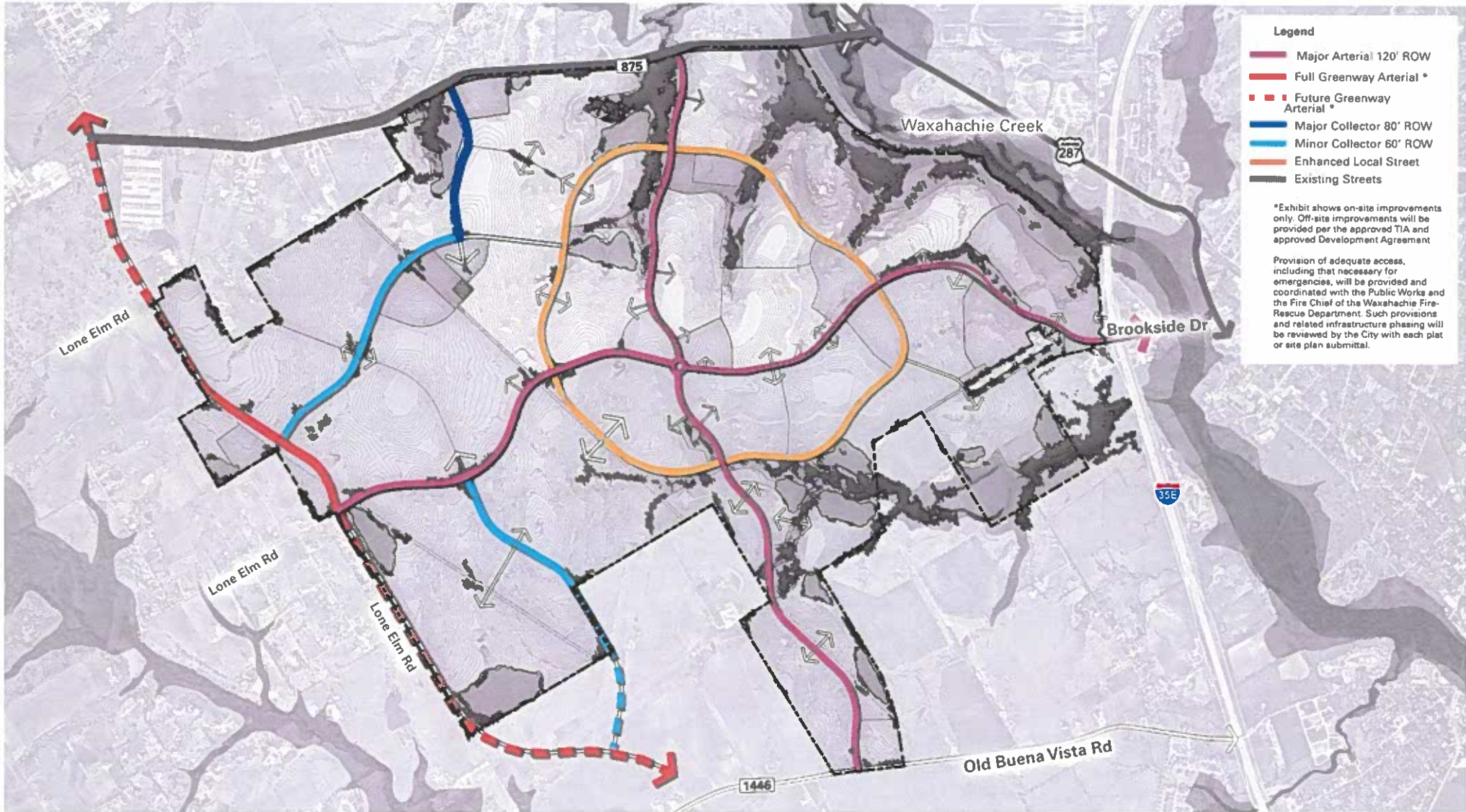
Light Manufacturing				P	Storage Warehouse				P
Cell Tower not to exceed 90 feet	S	S	S	P	Data Center				P

Land Use	AA	TR	MF	MU	Land Use	AA	TR	MF	MU
Accessory, Incidental and Sign Uses									
Awning Sign			P	P	Pole Sign				S
Canopy Sign			P	P	Portable Sign				P
Development Sign	P	P	P	P	Real Estate Sign	P	P	P	P
Directional Sign (On-Site)	P	P	P	P	Searchlights				
Electronic Message Sign				S	Small Wind System	S	S		P
Garage Sale Sign	P	P			Solar Panel Farm				
Informational Sign	P	P	P	P	Solar Panel System, Large In-Ground				P
Institutional Sign	P	P	P	P	Solar Panel System, Rooftop	P	P	P	P
Model Home Sign	P	P	P	P	Solar Panel System, Small In-Ground				
Monument Sign	P	P	P	P	Unified Lot Sign	P	P	P	P
Name Plate	P	P	P	P	Wall Sign (for amenity areas only)	P	P	P	P
Off-Street Parking Incidental to Main Use	P	P	P	P	Window Sign			P	P

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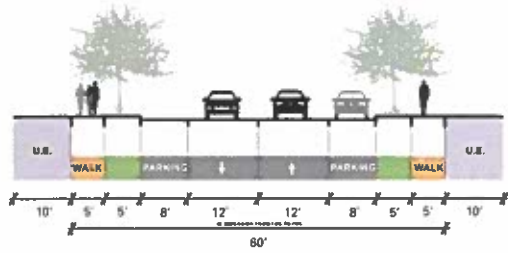
EXHIBIT D – THOROUGHFARE EXHIBIT



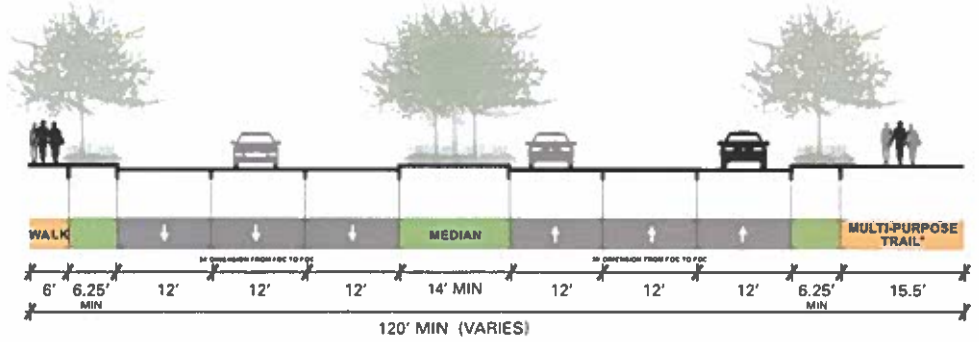
(17)

EXHIBIT E – STREET SECTIONS

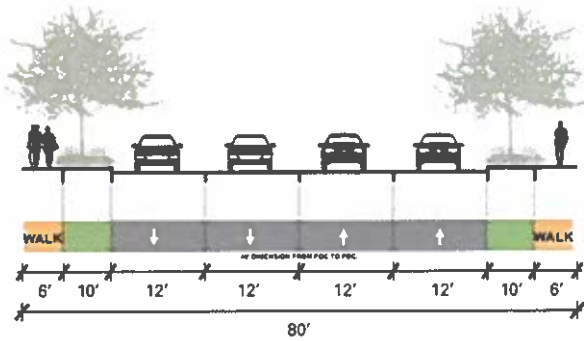
(17)



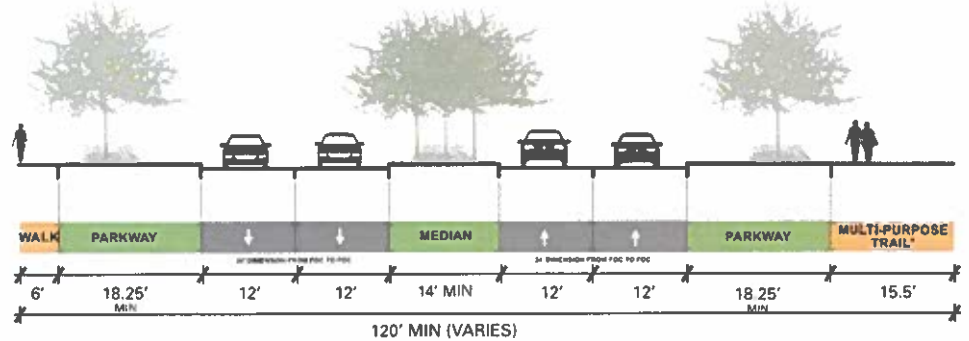
MINOR COLLECTOR - 60' ROW



MAJOR ARTERIAL - 120' ROW
(full build-out condition)



MAJOR COLLECTOR - 80' ROW



MAJOR ARTERIAL - 120' ROW
(interim condition)

* Multi-purpose trail may meander outside of right of way where adjacent to open space



Kemp Tract

Exhibit E - Street Sections
Page 1

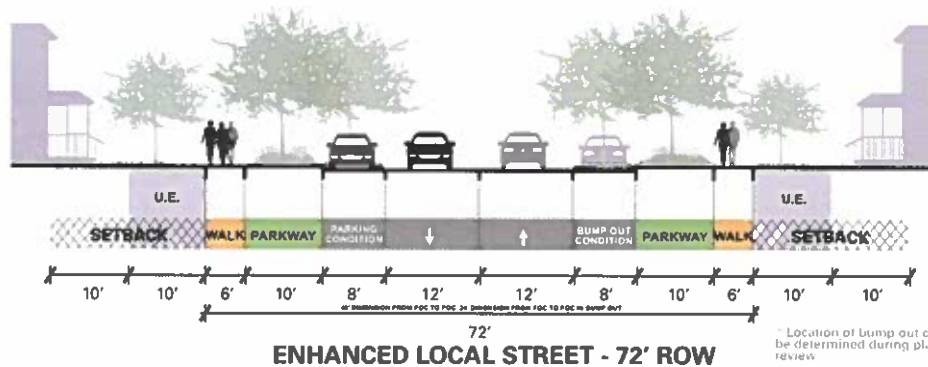
Waxahachie, Texas
09/19/2025

TBO
2382 a error shown in
table 1, under 100
column, is 70'02
B-112 317 1011
@kemp-tract.com

The information shown is based on the best information available and is subject to change without notice.

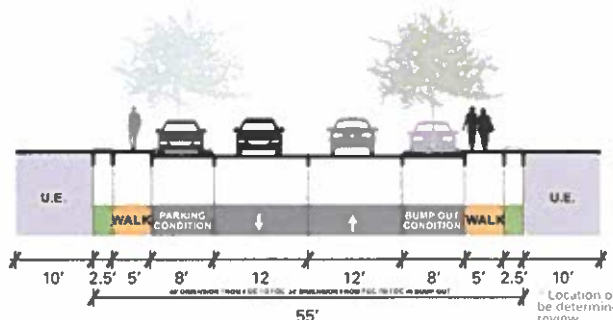


(17)

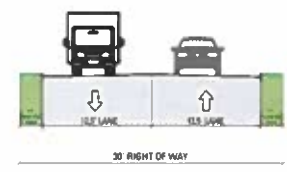


Location of bump out condition will be determined during plat engineering review

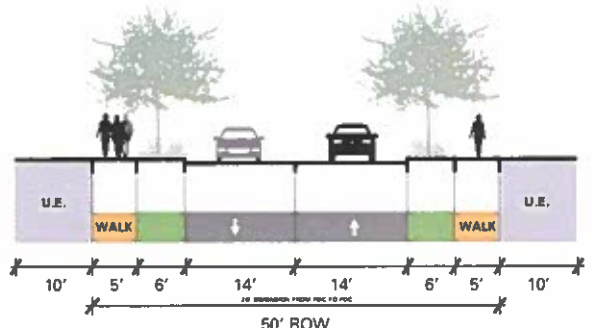
Enhanced Local Street Landscaping shall follow the standards in Chapter 7 Landscaping & Buffers



Location of bump out condition will be determined during plat engineering review



Wider alley condition where units do not front on right of way.



Kemp Tract

Exhibit E - Street Sections
Page 2

Waxahatchie, Texas
08/19/2025

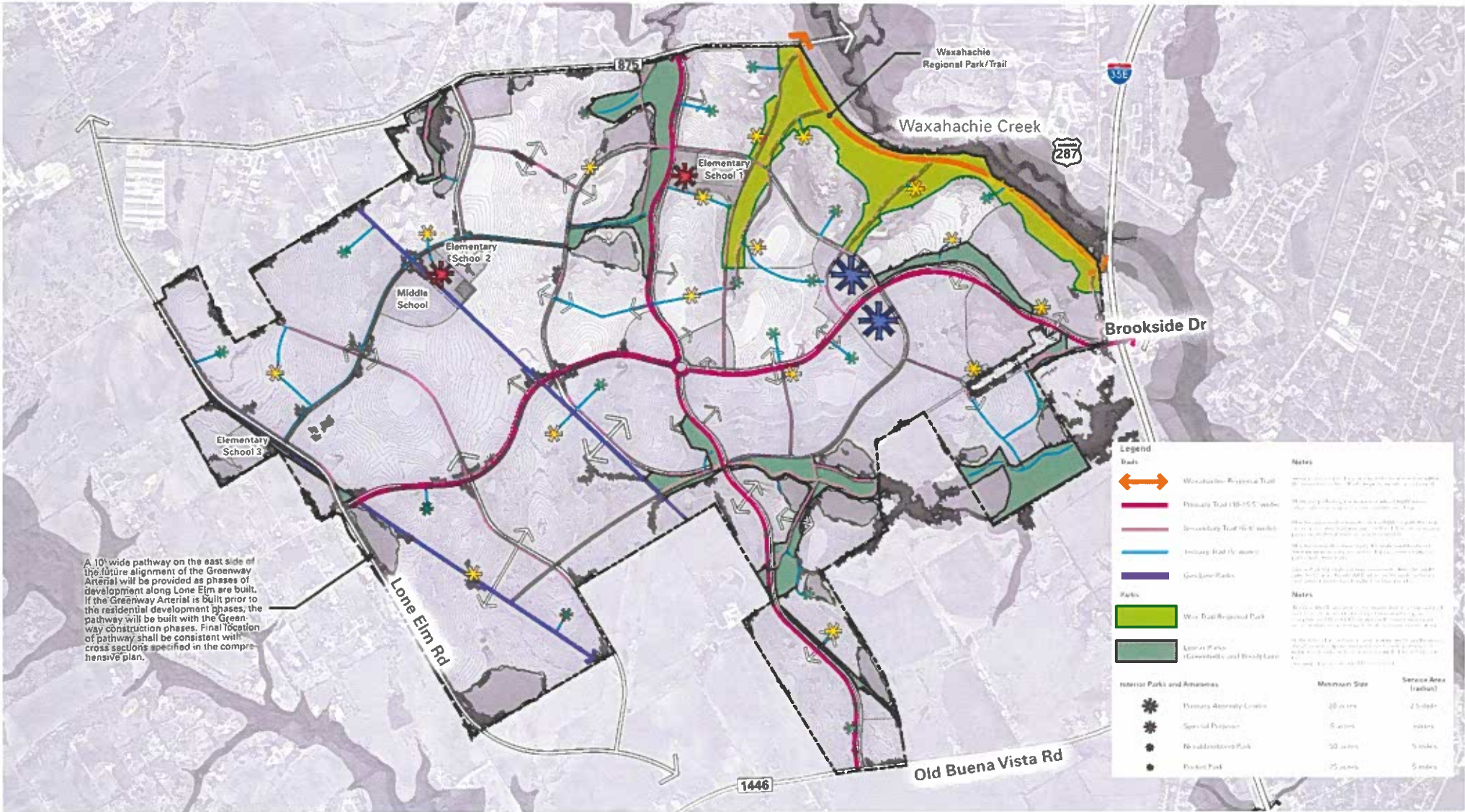
TBG
2025 a cessor showed in
3049 L. under 100
Quinn, TX 75702
817.377.1011
@taggart.com

The information shown is based on the best information available and is subject to change without notice.



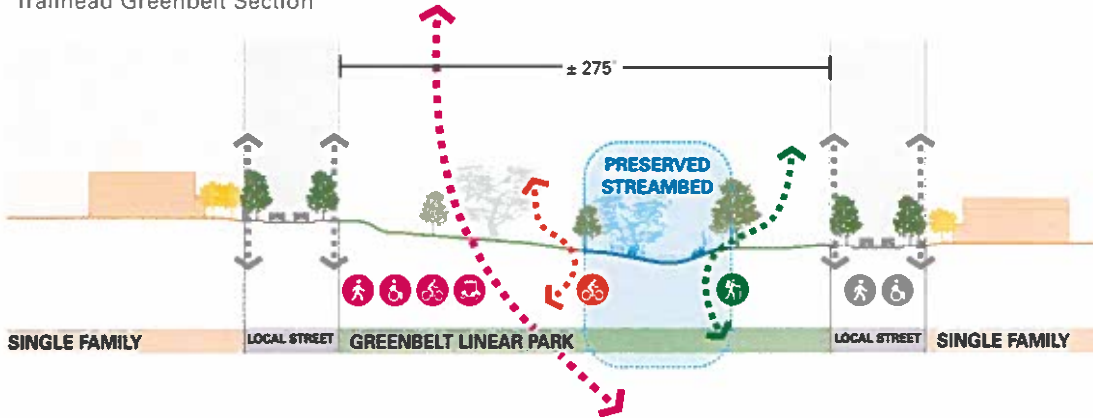
EXHIBIT F – OPEN SPACE AND TRAILS PLAN

(17)



(17)

Section A - A'
Trailhead Greenbelt Section



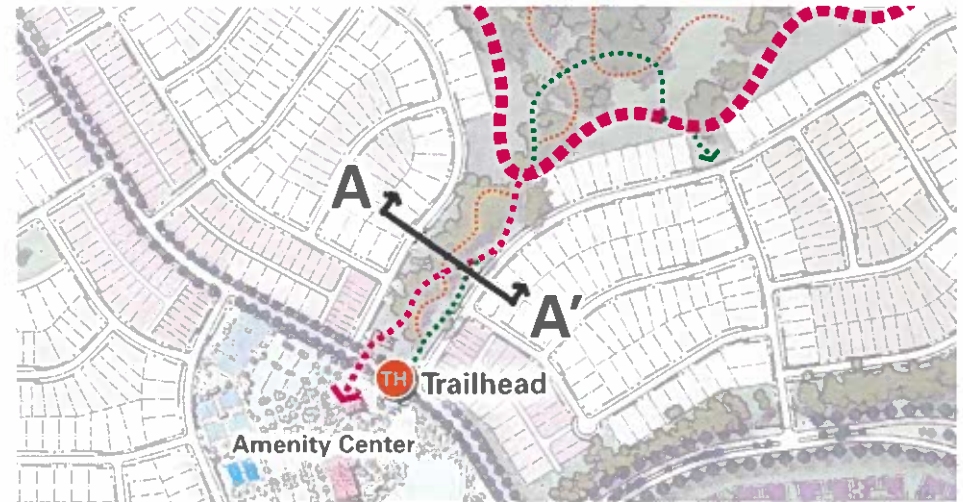
PAVED MULTI-USE TRAIL
8' width



MULCH NATURE TRAIL
6' width



NATURAL SURFACE BIKE PATH
width varies



Kemp Tract

Exhibit F - Open Space
and Trails Plan
Page 2: Trail Sections

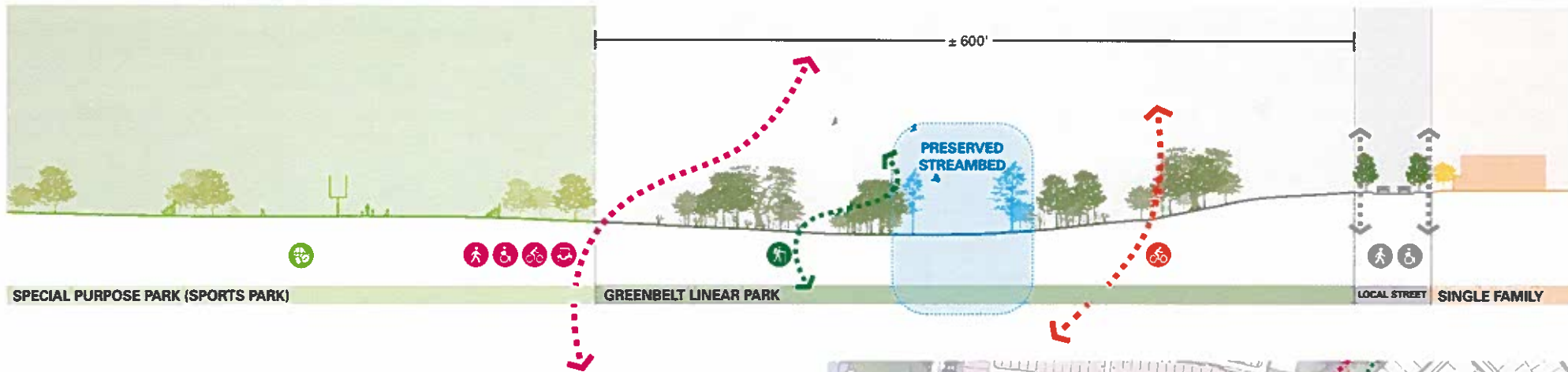
Wichahachie, Texas
08/18/2025

TBO
3381 s. cooper shows at
3442 s. cooper 180
middle, to 78792
817.327.1811
biggs@kemp.com

The information shown is based on the
best information available and is subject
to change without notice.

(17)

Section B - B'
Regional Park Greenbelt Section



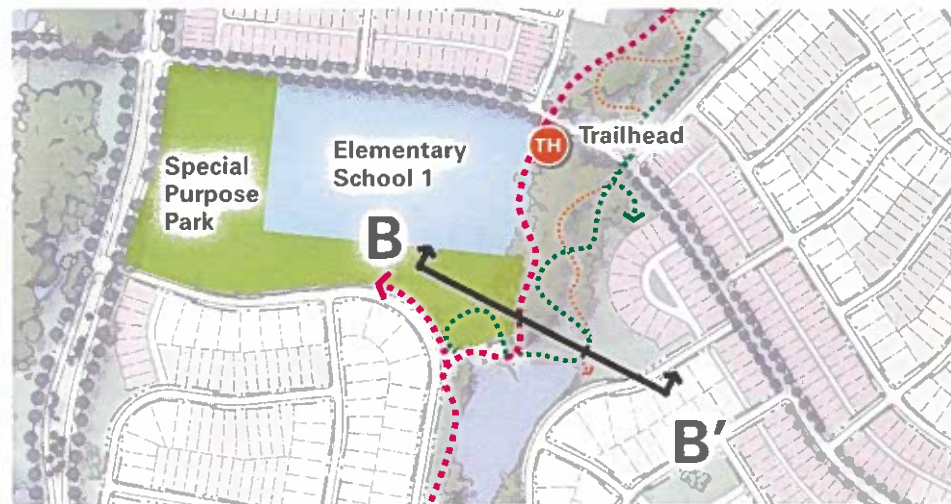
PAVED MULTI-USE TRAIL
8' width



MULCH NATURE TRAIL
6' width



NATURAL SURFACE BIKE PATH
width varies



Kemp Tract

Exhibit F - Open Space
and Trails Plan
Page 3: Trail Sections

Waxahachie, Texas
09/18/2025

TBG
2337 a minor revision of
0409 2, under 100
Austin, TX 78753
817.237.1011
tbga@tbgo.com

The information shown is based on the
best information available and is subject
to change without notice

EXHIBIT G – SCREENING PLAN

(17)



Kemp Tract

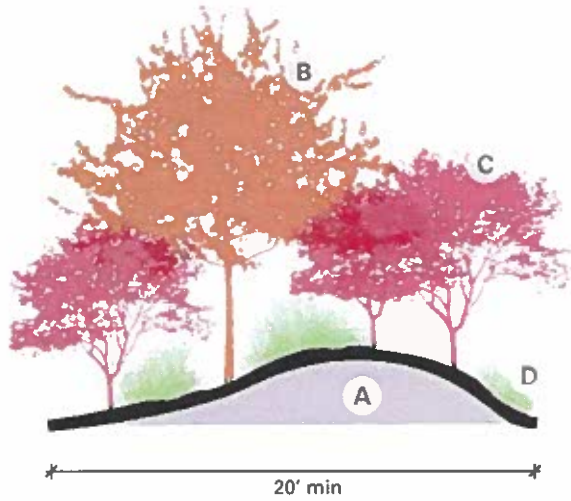
Exhibit G - Screening Plan
Page 1

Waxahachie, Texas
08/19/2023

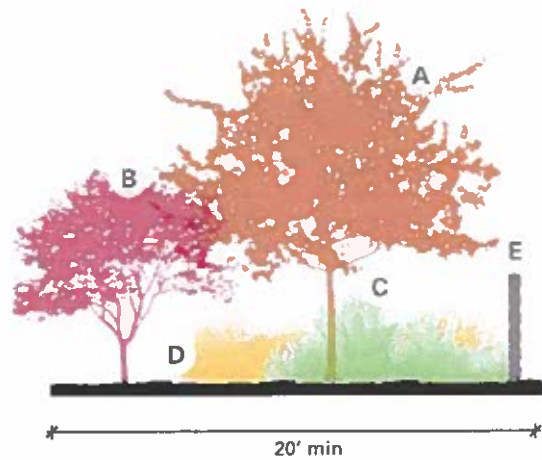
TBG
2333 N. Lamar Avenue at
0446 S. Lamar 767
Austin, TX 78703
817.327.1011
@partner.com



(17)



PRIMARY SCREENING TYPE - 1



PRIMARY SCREENING TYPE - 2

Primary Screening Type 1 is required where Kemp Tract development abuts residential areas along the Lone Elm and Brookside neighborhoods. Primary Screening Type 1 shall include a minimum twenty (20) foot landscape buffer with the following:

- A Landscape Berms**
at least three (3) feet in height
- B Canopy Trees**
One (1) canopy tree at least three (3) caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers
- C Evergreen or Ornamental Trees**
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers
- D Shrubs**
In between required trees, hedge material shall be planted to screen views from street. Shrubs shall be 36" tall at time of installation and species having mature maintained height of up to five feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet o.c. along length of roadway segment. Buffer shrubs will not be located in sight triangle areas.

Primary Screening Type 2 is required where Mixed-Use land uses directly abut residential areas. Primary Screening Type 2 shall include a minimum twenty (20) foot landscape buffer with the following:

- A Canopy Trees**
One (1) canopy tree at least three (3) inch caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.
- B Evergreen or Ornamental Trees**
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.
- C Shrubs**
In between required trees, hedge material or midstory trees shall be planted to screen views from street. Shrubs shall be 36 inches tall at time of installation with species having mature maintained height of up to five (5) feet. Shrubs will be placed in cluster or linear hedge formation with minimum average spacing of five (5) feet o.c. along length of roadway segment. Buffer shrubs shall not be located in sight triangle areas.
- D Midstory Plant Material**
Midstory plant material shall be four feet at time of installation with species having mature maintained height minimum of six (6) feet. Midstory plant material will be placed in cluster or linear hedge formation with minimum average spacing of eight (8) feet o.c. along MU perimeters that directly abut residential areas. Midstory plant material shall not be located in sight triangle areas.
- E Wall**
Masonry wall six (6) feet in height may be provided in lieu of Midstory Plant Material



Kemp Tract

Exhibit G - Screening Plan
Page 2:
Screening Types

Waskahchie, Texas
09/19/2025

TBG
3337 E. corner of
44th St. Suite 100
Arlington, TX 76010
817.337.1911
tbgscreen.com

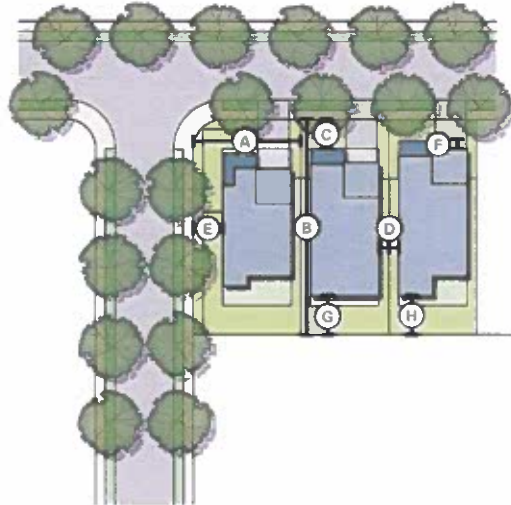
The information shown is based on the best information available and is subject to change without notice.

(17)

EXHIBIT H – TYPICAL LOT DIAGRAMS

(17)

RESIDENTIAL DETACHED - FRONT LOADED



Typical Lot Dimensions
Residential Detached

Lot Type	< 60 ft	60 ft - 110 ft
Minimum lot area	4,400 sf	6,000 sf
A: Minimum lot width	40 ft	60 ft
B: Minimum lot depth	110 ft	110 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft	5 ft
E: Minimum side setback along ROW	15 ft	15 ft
F: Maximum front porch setback encroachment	5 ft	5 ft
G: Minimum rear setback	15 ft	15 ft
Maximum height	35 ft	35 ft
Maximum lot coverage	80%	70%
Housing Type District:	Active Adult / Traditional Residential*	

*Housing Types as shown may be appropriate for both Active Adult and Traditional Residential. Floor plans and other design considerations will be tailored to the proposed end user.

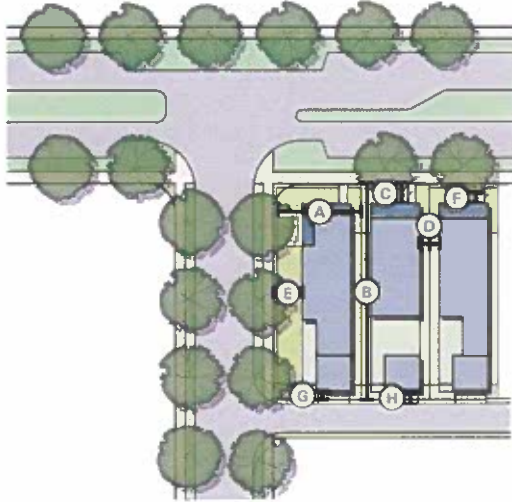
COURTYARD HOMES



Typical Lot Dimensions
Courtyard homes

Minimum lot area	3,375 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	60%
Housing Type District:	Active Adult / Traditional Residential

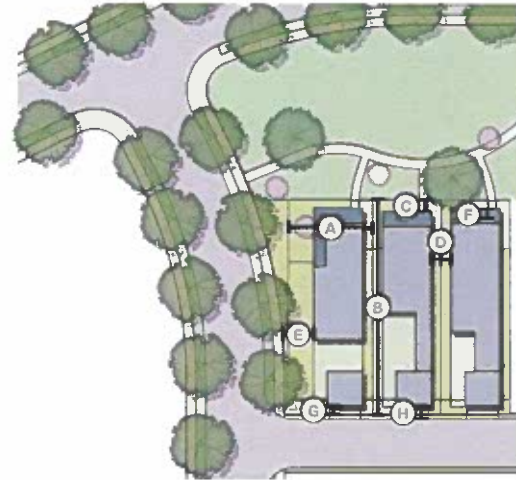
RESIDENTIAL DETACHED - ALLEY LOADED



Typical Lot Dimensions
Residential Detached

Minimum lot area	3,000 sf
A: Minimum lot width	30 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	5 ft (or flexible)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	15 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

PARK-FACING CONDITIONS

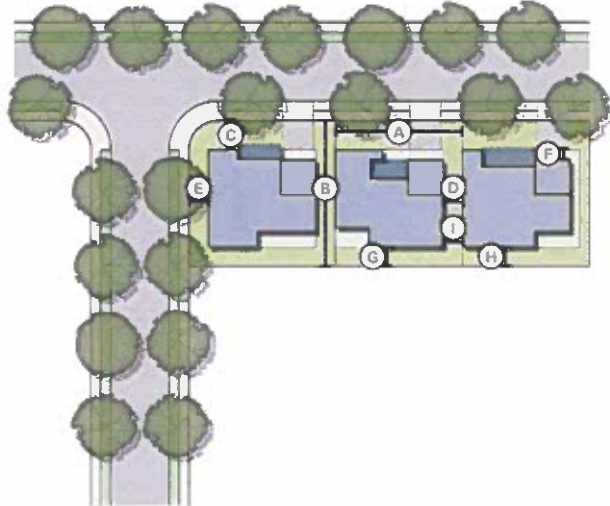


Typical Lot Dimensions
Park-Facing Condition for a variety of housing types

Minimum lot area	varies
A: Minimum lot width	varies
B: Minimum lot depth	varies
C: Minimum front setback from ROW	varies, 5 ft from property line
D: Minimum side setback	varies
E: Minimum side setback along ROW	10 ft
F: Maximum front setback encroachment	0 ft
G: Minimum rear setback	varies
H: Minimum rear alley setback (garage entry)	varies
Maximum height	35 ft
Maximum lot coverage	varies
Housing Type District:	Active Adult / Traditional Residential

(17)

SHALLOW AND WIDE LOTS



Typical Lot Dimensions
Shallow and Wide Lots

Minimum lot area	4,875 sf
A: Minimum lot width	65 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	5 ft
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 ft
Maximum height	35 ft
Maximum lot coverage	80%

Housing Type District: Active Adult / Traditional Residential

COTTAGE



Typical Lot Dimensions
Cottages

Minimum lot area	3,700 sf
A: Minimum lot width	35 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	N/A
Maximum height	35 ft
Maximum lot coverage	90%

Housing Type District: Active Adult / Traditional Residential



Kemp Tract

Exhibit H - Typical Lot Diagrams
Page 3

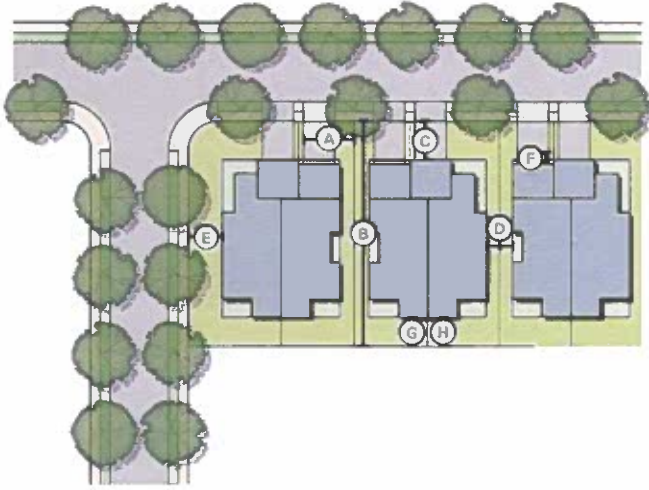
Weslaco, Texas
08/19/2025

TBG
2025 is used based on
08/19/2025
08/19/2025
08/19/2025
08/19/2025



(17)

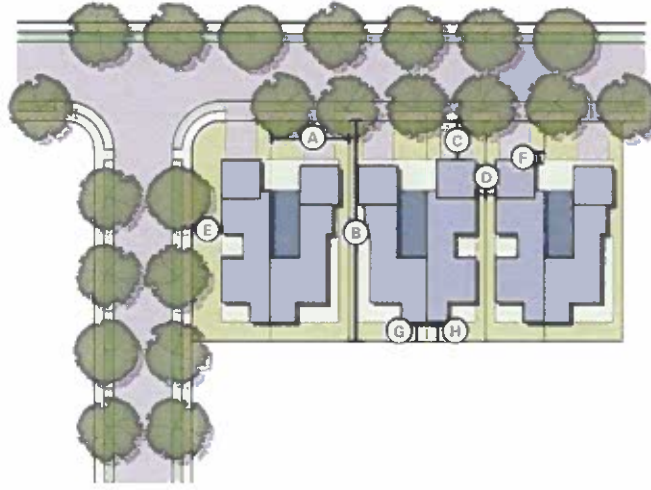
PAIRED VILLAS



Typical Lot Dimensions
Paired Villas

Minimum lot area	2,500 sf
A: Minimum lot width	25 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft (20ft to garage entry)
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	15 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

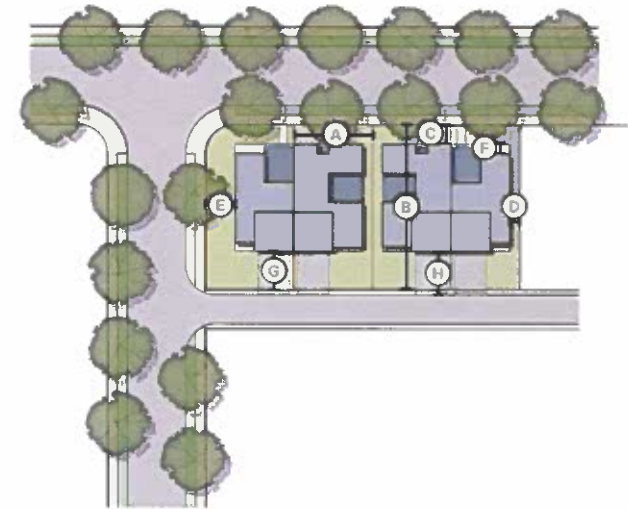
COURTYARD VILLAS - FRONT LOADED



Typical Lot Dimensions
Courtyard Villas

Minimum lot area	3,000 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	110 ft
C: Minimum front setback from ROW	15 ft (20ft to garage entry)
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult

COURTYARD VILLAS - ALLEY LOADED



Typical Lot Dimensions
Paired Villas

Minimum lot area	3,000sf
A: Minimum lot width	40 ft
B: Minimum lot depth	75 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	20 ft
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult



Kemp Tract

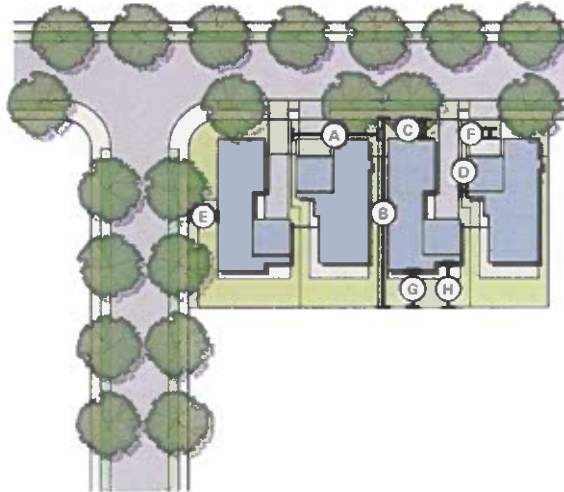
Exhibit H - Typical Lot Diagrams
Page 4

Weslaco, Texas
08/18/2025

TBC
2025 © 2025
2400 N. Loop West
Suite 100
Weslaco, TX 79782
817.227.9911
tbc@tbc.com



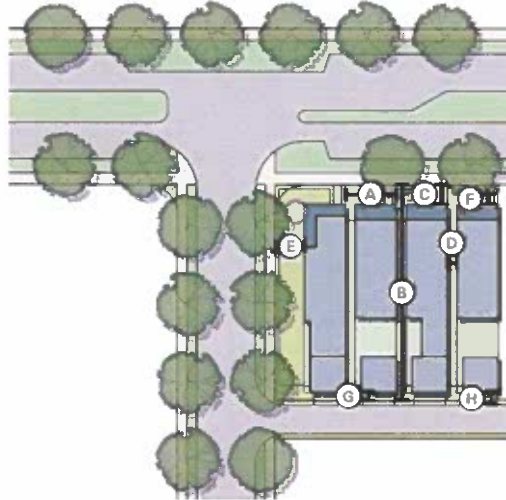
ZIPPER LOTS



Typical Lot Dimensions
Zipper Lots

Minimum lot area	4,400 sf
A: Minimum lot width	40 ft
B: Minimum lot depth	90 ft
C: Minimum front setback from ROW	10 ft (alternating 20ft and 40 ft to garage entry)
D: Minimum side setback	2.5 ft (10 ft of separation between units)
E: Minimum side setback along ROW	15 ft
F: Maximum front porch setback encroachment	5 ft
G: Minimum rear setback	10 FT
Maximum height	35 ft
Maximum lot coverage	80%
Housing Type District:	Active Adult / Traditional Residential

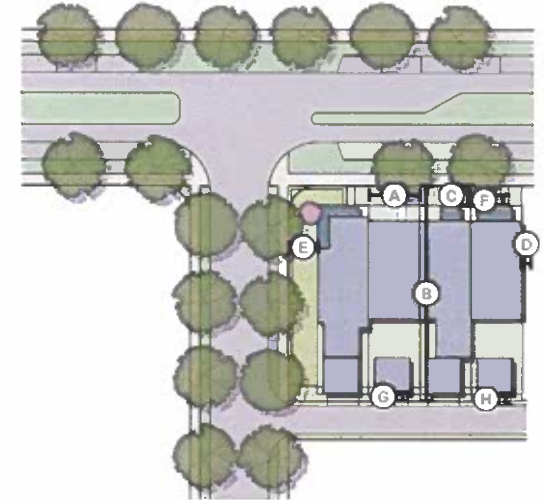
ZERO LOT LINE



Typical Lot Dimensions
Zero Lot Line

Minimum lot area	2,600 sf
A: Minimum lot width	26 ft
B: Minimum lot depth	100 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	15 ft
H: Minimum rear alley setback (garage entry)	4 ft
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type District:	Active Adult / Traditional Residential

TOWNHOMES



Typical Lot Dimensions
Townhomes

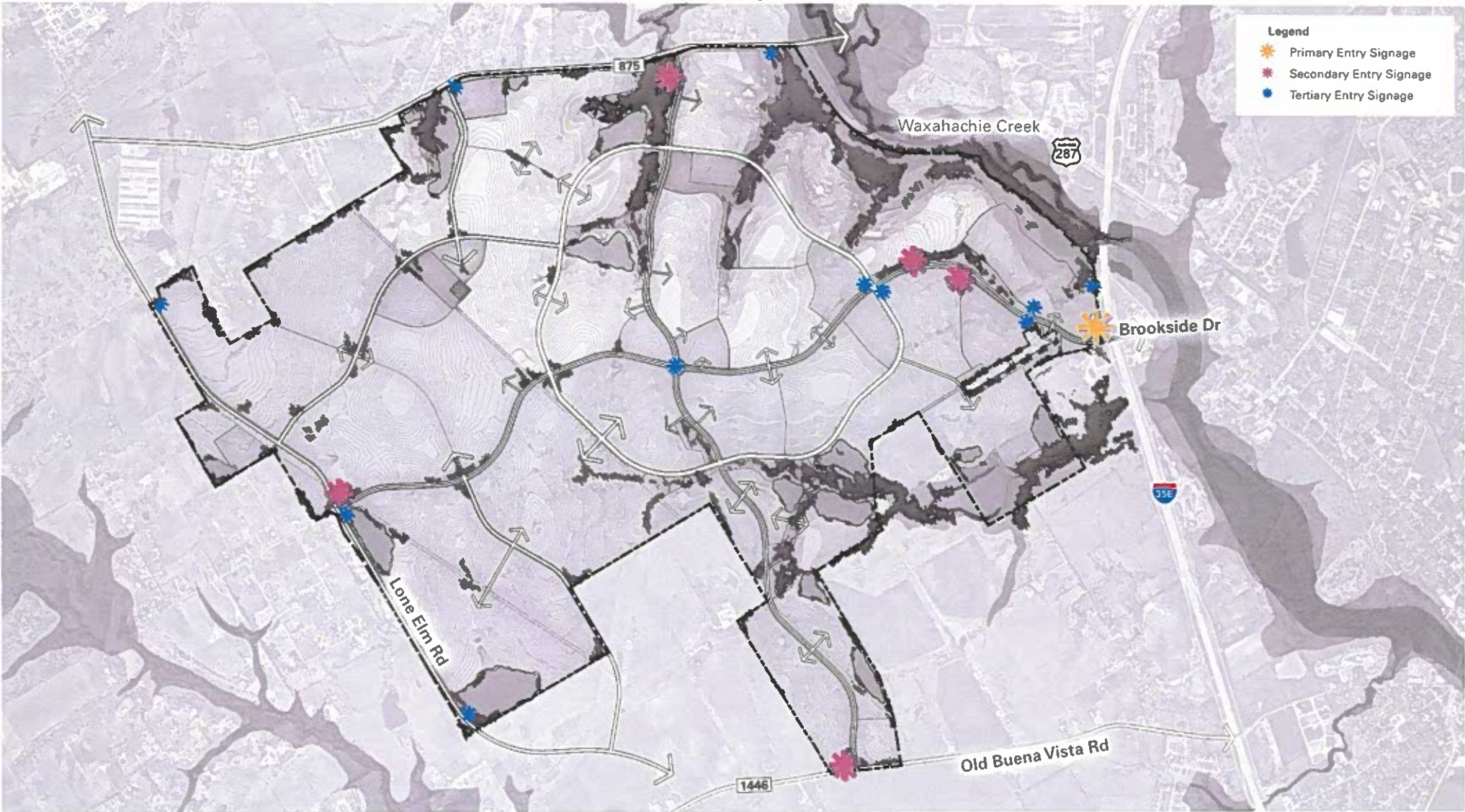
Minimum lot area	2,250 sf
A: Minimum lot width	25 ft
B: Minimum lot depth	90 ft
C: Minimum front setback from ROW	10 ft
D: Minimum side setback	(5 ft/ 0 ft on the common wall with the adjoining unit)
E: Minimum side setback along ROW	10 ft
F: Maximum front porch setback encroachment	0 ft
G: Minimum rear setback	10 ft
H: Minimum rear alley setback (garage entry)	4 ft
Maximum height	35 ft
Maximum lot coverage	90%
Housing Type District:	Active Adult / Traditional Residential

DRAFT
090425

(17)

EXHIBIT I – SIGNAGE PLAN

(17)



Kemp Tract

Exhibit I - Signage Plan
Page 1

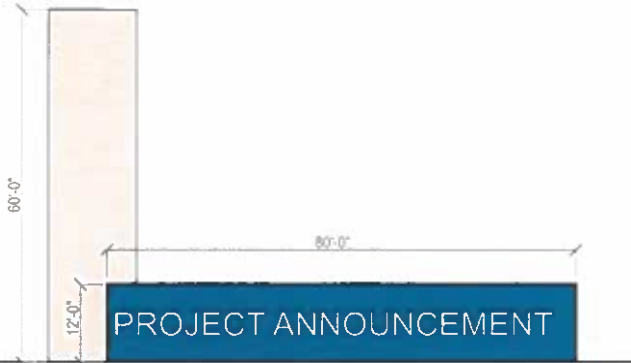
Waxahachie, Texas
08/19/2025

TBG
3333 N. Cooper Avenue #1100
Dallas, TX 75242
817.227.1811
Support@tbg.com





Primary Entry Signage
 - 60' tall maximum vertical element
 - 12' x 80' attached or isolated sign blade
 - ref. PD Chapter 10: Signage



Tertiary Entry Signage
 - 15' tall maximum vertical element
 - 8' x 35' isolated sign blade
 - ref. PD Chapter 10: Signage



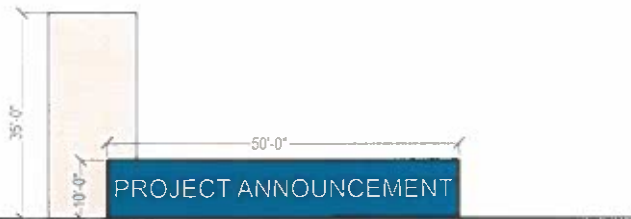
Neighborhood Entry
 - 8' tall maximum vertical element
 - 6' x 20' isolated sign blade
 - ref. PD Chapter 10: Signage



Community Center Monument
 - 8' tall maximum vertical element
 - 6' x 20' isolated sign blade
 - ref. PD Chapter 10: Signage



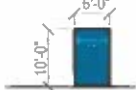
Secondary Entry Signage
 - 35' tall maximum vertical element
 - 10' x 50' attached or isolated sign blade
 - ref. PD Chapter 10: Signage



Parks Monuments
 - 8' tall maximum vertical element
 - 80 square foot maximum area
 - ref. PD Chapter 10: Signage



Residential Navigation Signs
 - 10' tall maximum vertical element
 - 6' x 10' isolated sign blade
 - ref. PD Chapter 10: Signage



Directional/Marketing/Informational Signs:
 - 100 square foot maximum sign messaging area
 - ref. PD Chapter 10: Signage



Note: These graphics are not intended to illustrate design, configuration, materials, or graphic intent. They are only intended to demonstrate maximum dimensions proposed for vertical and horizontal signage areas.

(17)

EXHIBIT J – DEVELOPMENT TRACKING

(17)

DRAFT - KEMP PD CUMULATIVE PROJECT TABLE

PROJECT NAME	CITY PLAT NUMBER	P&Z APPROVAL DATE	RESIDENTIAL (TRADITIONAL)														
			RESIDENTIAL UNIT TYPE*														
			Residential Detached - Front Load	Residential Detached - Alley Load	Cottage	Parad Villas	Zipper Lots	Town Homes	Courtyard Homes	Zero Lot Line	*add product types as introduced	*add product types as introduced	Total Residential Units	OPEN SPACE (AC)	PARKS (AC)	TOTAL ACREAGE	DU/TOTAL ACREAGE
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEVELOPMENT TOTALS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

PROJECT NAME	CITY PLAT NUMBER	P&Z APPROVAL DATE	RESIDENTIAL (ACTIVE ADULT)														
			RESIDENTIAL UNIT TYPE*														
			Residential Detached - Front Load	Residential Detached - Alley Load	Cottage	Parad Villas	Courtyard Homes	Zipper Lots	Town Homes	Zero Lot Line	*add product types as introduced	*add product types as introduced	Total Residential Units	OPEN SPACE (AC)	PARKS (AC)	TOTAL ACREAGE	DU/TOTAL ACREAGE
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DEVELOPMENT TOTALS			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

PROJECT NAME	CITY SITE PLAN NUMBER	P&Z APPROVAL DATE	NON-RESIDENTIAL (INCLUDES MULTIFAMILY)								
			USE	BUILDING AREA (SF)	# OF MULTIFAMILY UNITS				TOTAL MULTIFAMILY UNITS	OPEN SPACE (AC)	PARKS (AC)
					1 BEDROOM UNIT	2 BEDROOM UNIT	3 BEDROOM UNIT	4 BEDROOM UNIT			
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
					-	-	-	-	-	-	-
DEVELOPMENT TOTALS					-	-	-	-	-	-	-

KEMP RESIDENTIAL UNIT SUMMARY	
Total Interconversion Res. Units	-
Total Active Adult Res. Units	-
Total Res. Units	-
Maximum Res. Units Allowed	13,279
Remaining Res. Units Allowed	13,279

* Maximum Res. Units Allowed Per Section 5.1 of the Kemp Tract Planned Development District

9/3/2025



Kemp Tract

Exhibit J - Development Tracking Page 1

Wichita, Kansas 09/19/2025

T90
232 + excel checked in
09/19/2025
version: 10.7032
B12 327 1011
Bjg@kemp.com

(17)

DRAFT - KEMP PD LOT MIX TABLE

LOT GROUP	PROJECT/PHASE NAME	CITY PLAT NUMBER	P&Z APPROVAL DATE	RESIDENTIAL (TRADITIONAL)																				Total Residential Units			
				Residential Detached - Front Load								Residential Detached - Alley Load				Cottage		Pond Villas		Townhomes		* add product type as introduced			* add product type as introduced		
				40' Lot Width		50' Lot Width		60' Lot Width		70' Lot Width		40' Lot Width		60' Lot Width		# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX		# OF LOTS	% OF MIX	
				# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX												# OF LOTS
0-100																											
101-250																											
251-500																											
500+																											
OVERALL TRADITIONAL SINGLE FAMILY DEVELOPMENT TOTALS				0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

LOT GROUP	PROJECT/PHASE NAME	CITY PLAT NUMBER	P&Z APPROVAL DATE	RESIDENTIAL (ACTIVE ADULT)																				Total Residential Units				
				Residential Detached - Front Load								Residential Detached - Alley Load				Cottage		Pond Villas		Townhomes		* add product type as introduced			* add product type as introduced			
				40' Lot Width		50' Lot Width		60' Lot Width		70' Lot Width		40' Lot Width		60' Lot Width		# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX		# OF LOTS	% OF MIX	# OF LOTS	% OF MIX
				# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX	# OF LOTS	% OF MIX													
0-100																												
101-250																												
251-500																												
500+																												
OVERALL ACTIVE ADULT DEVELOPMENT TOTALS				0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	



Kemp Tract

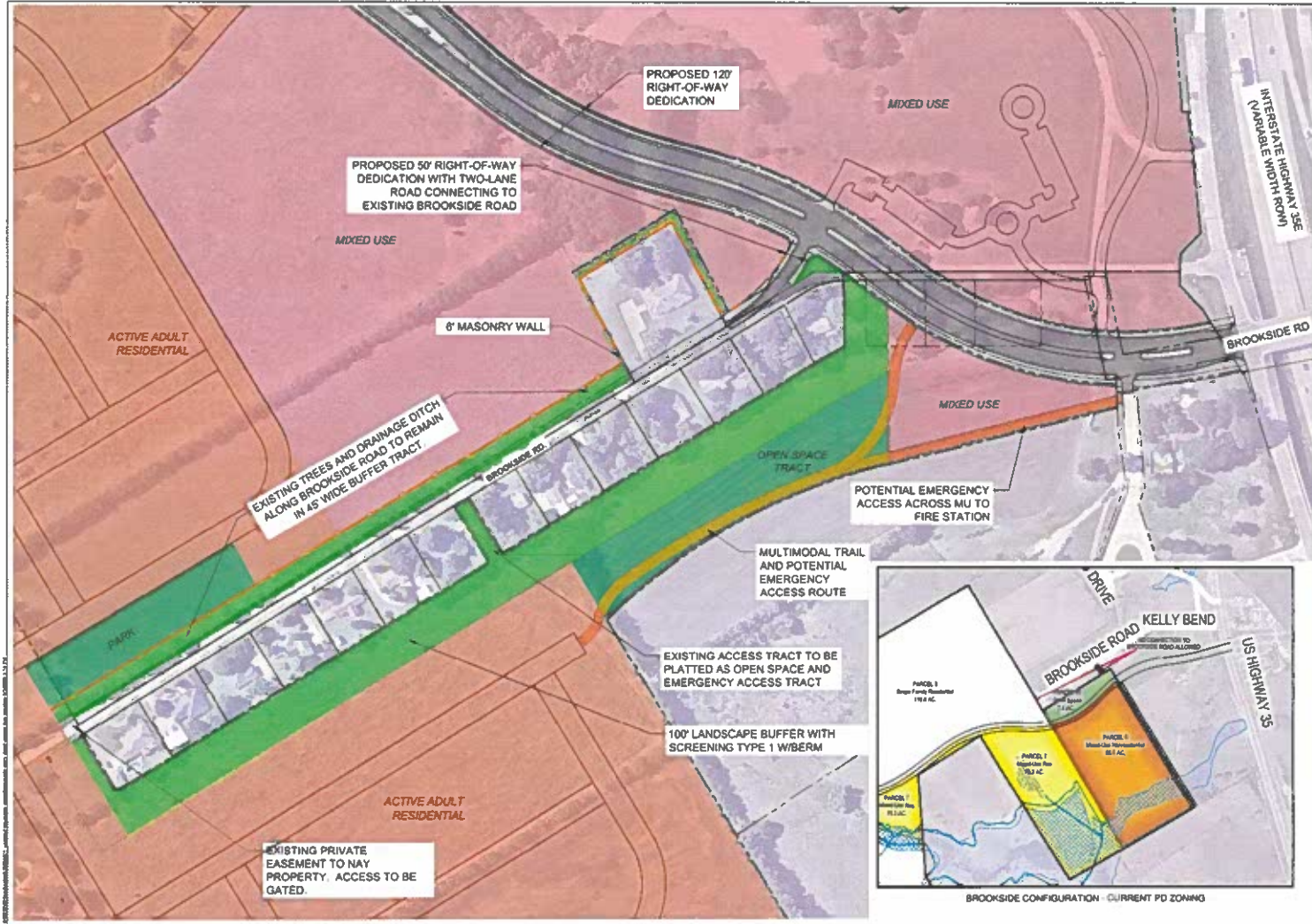
Exhibit J - Development Tracking Page 2

Wichahochie, Texas 08/18/2025

TBG 3327 N. Lamar Blvd. Suite 100 Austin, TX 78753 817.227.1911 tbg@tbgs.com

(17)

EXHIBIT K-BROOKSIDE ROAD ENLARGEMENT



KFM
 KEMP FARM HOLDINGS & DEVELOPMENT
 35021 OLYMPIAN BLVD
 SUITE 110
 DALLAS, TEXAS 75019
 PHONE: (469) 909-0234
 WWW.KFM.LLC.COM
 TYPE: F-20821

PROJECT
KEMP RANCH
 PROJECT NO. 1446

FILE
BROOKSIDE SCREENING

CLIENT
MINTO COMMUNITIES
 1446-1447



DATE: 09/18/2025
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 SCALE: AS SHOWN
 SHEET NO. 14
 TOTAL SHEETS: 14
 EXHIBIT



Kemp Tract

Exhibit K - Brookside Road enlargement

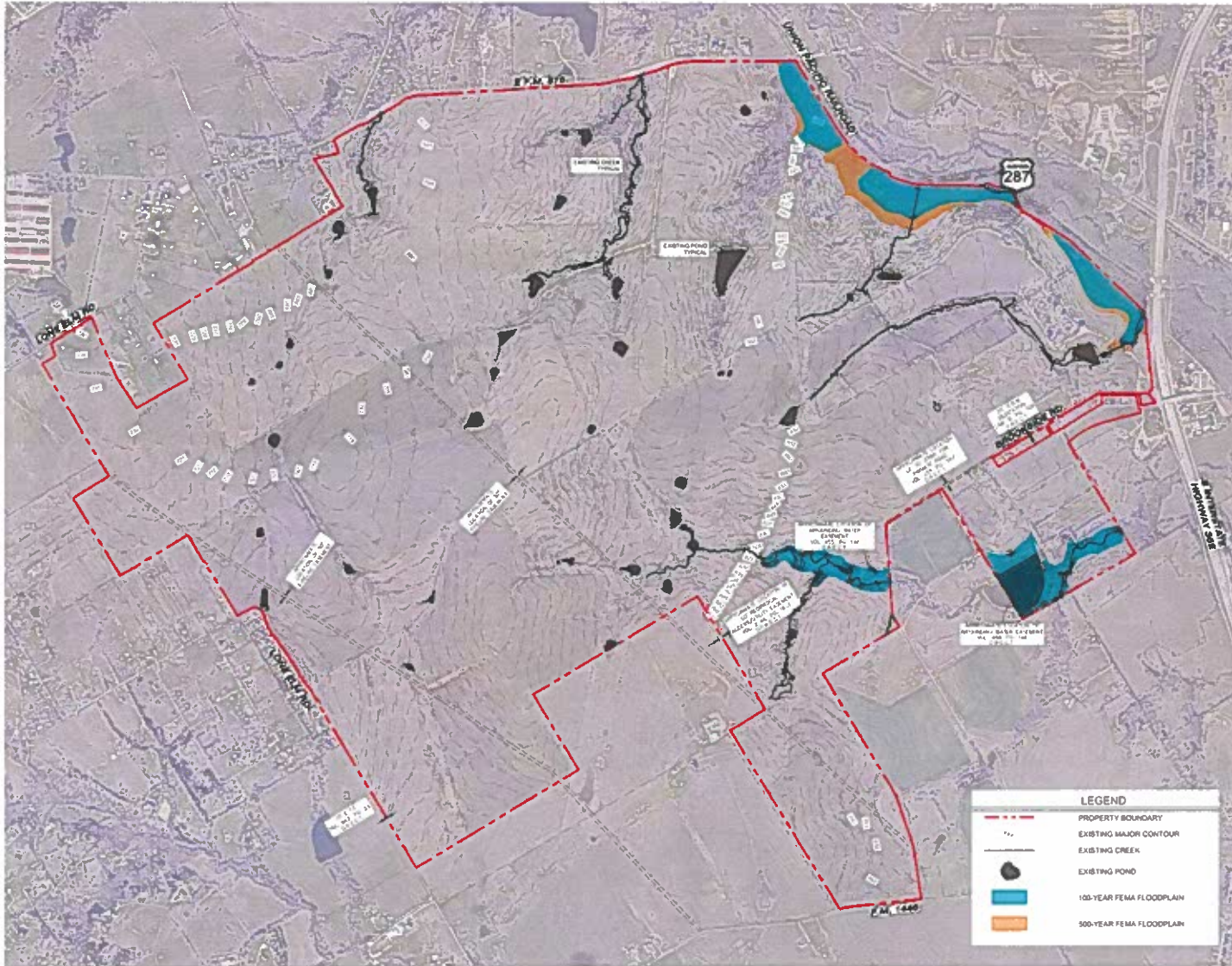
Waco, Texas
 09/18/2025

TBG
 2222 N. Lamar
 Suite 100
 Waco, TX 76792
 817.327.1811
 tbg@tbgs.com

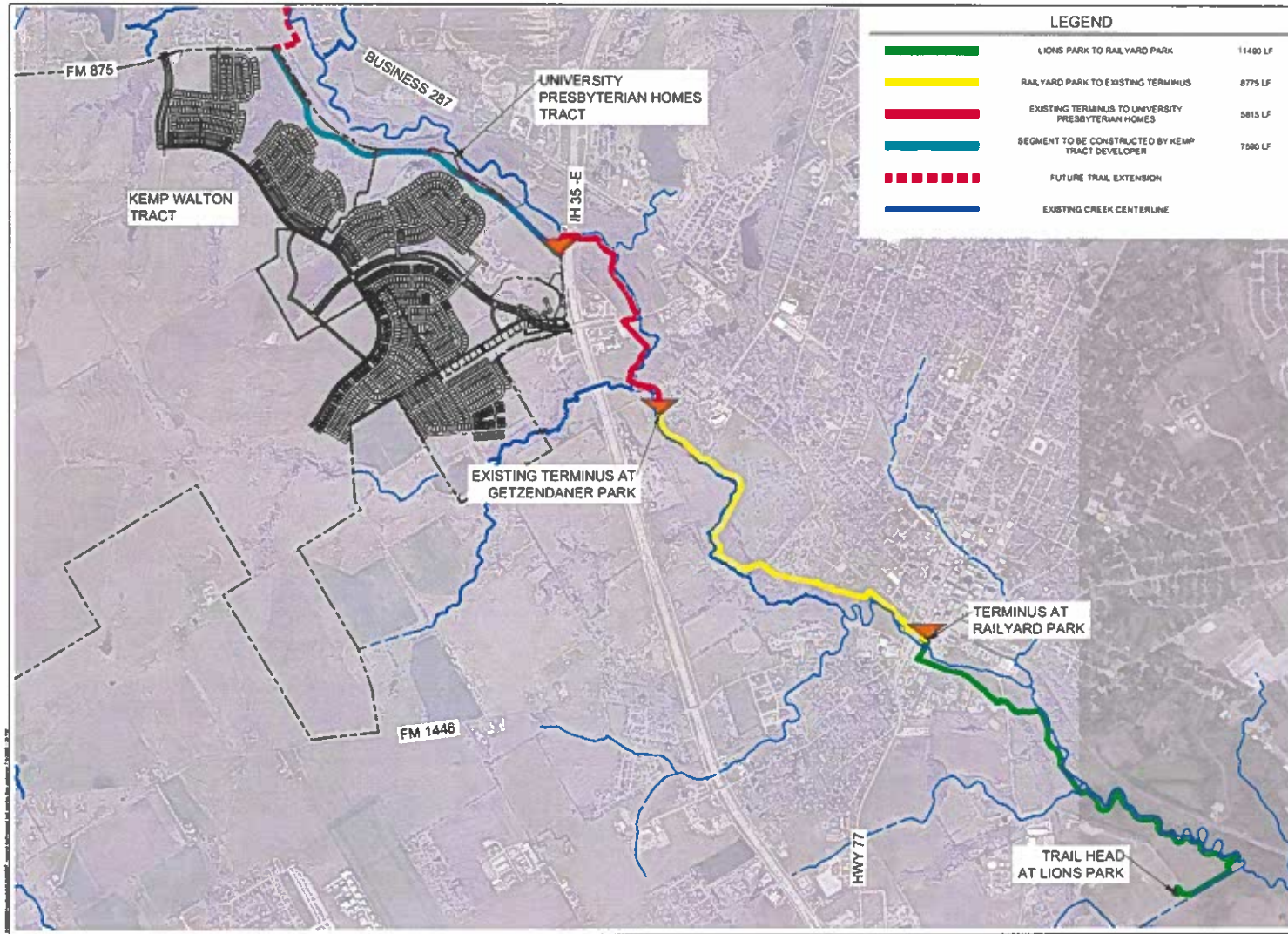
This exhibit is preliminary. Final alignments, connection points and design details will be finalized during review of civil construction plans by City staff.

(17)

EXHIBIT L-EXISTING CONDITIONS



(17)



10015 W. PARKWAY BLVD. SUITE 300
DALLAS, TEXAS 75249
PHONE: (469) 899-0038
WWW.KFM.COM
TREC # F-20821
TREC'S # 10148934

PROJECT
KEMP RANCH

FILE
WAXAHACHIE
REGIONAL TRAIL
OVERLAY

SHEET
MINTO



DATE
SCALE
DRAWN BY
CHECKED BY
DATE PLOTTED
SHEET NO.



Kemp Tract

Exhibit L - Existing Conditions
Page 2

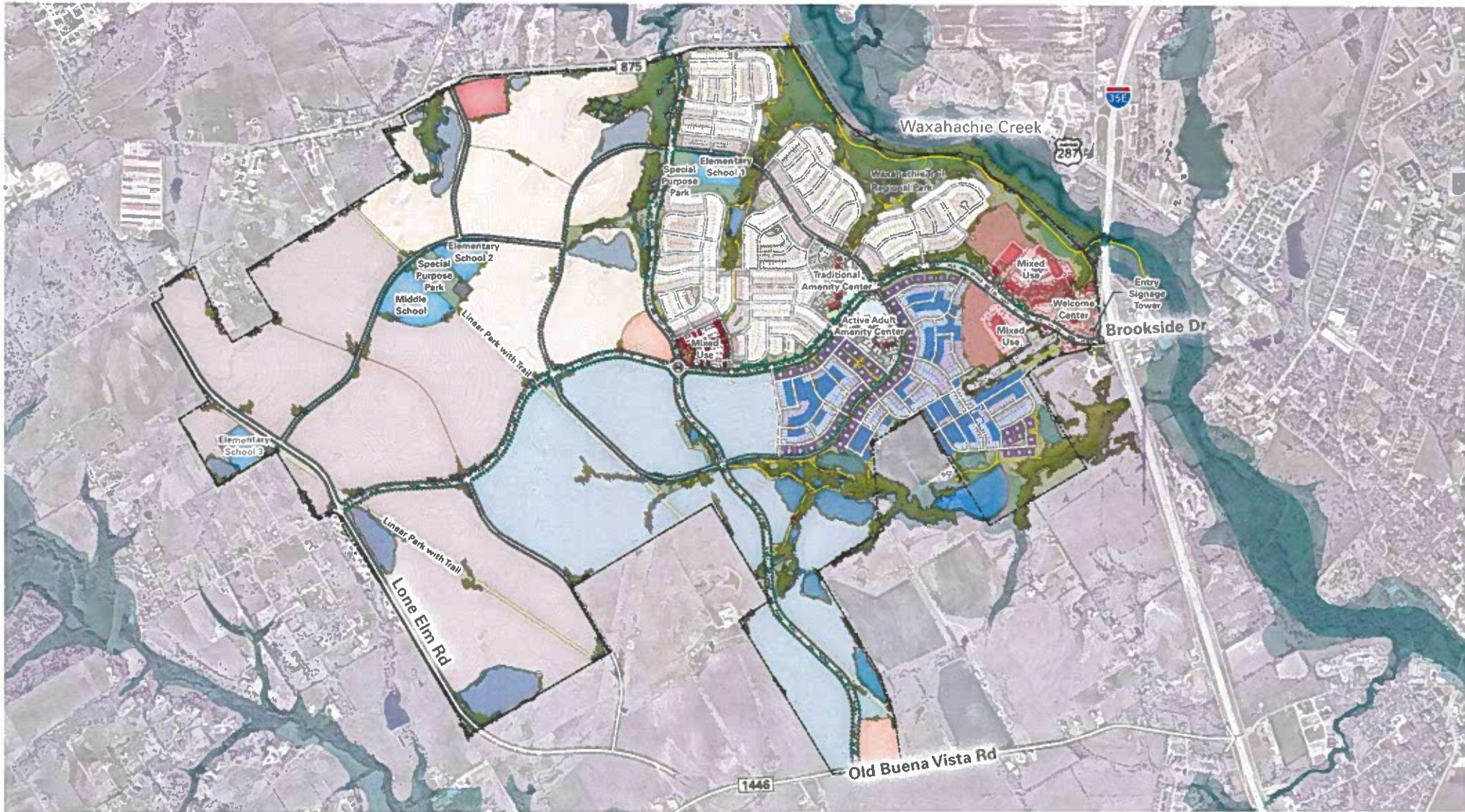
Waxahachie, Texas
08/18/2025

TBC
3222 N. COOPER AVENUE #100
DALLAS, TEXAS 75245
TEL: 972.327.1811
WWW.TBGPARTNERS.COM

(17)

EXHIBIT M-ILLUSTRATIVE PLANS

(17)



Kemp Tract

Exhibit M - Illustrative Plans
Page 1: Overall Illustrative

Waxahachie, Texas
08/18/2025

TBG
2025 is owner shows as
08/18/2025
08/18/2025
08/18/2025

Exhibit M is an Illustrative Concept Plan that shows how the Property may develop in concept under the standards set forth herein. This Illustrative Concept Plan is for informational purposes only and is not intended to be a regulatory document that controls the development of the property. Development of the Property is not required to conform to this Illustrative Conceptual Plan. Final development shall be in accordance with Site Plans and Subdivision Plats that conform to the standards herein.





Kemp Tract

Exhibit M - Illustrative Plans
Page 2: Traditional Residential Plan

Waxahachie, Texas
09/19/2025

TBC
3532 N. Lamar Avenue at
3416 - Suite 100
Waxahachie, TX 75162
(972) 237-1811
tbcgroup.com

Exhibit M is an Illustrative Concept Plan that shows how the Property may develop in concept under the standards set forth herein. This Illustrative Concept Plan is for informational purposes only and is not intended to be a regulatory document that controls the development of the property. Development of the Property is not required to conform to this Illustrative Conceptual Plan. Final development shall be in accordance with Site Plans and Subdivision Plats that conform to the standards herein.



(17)



Kemp Tract

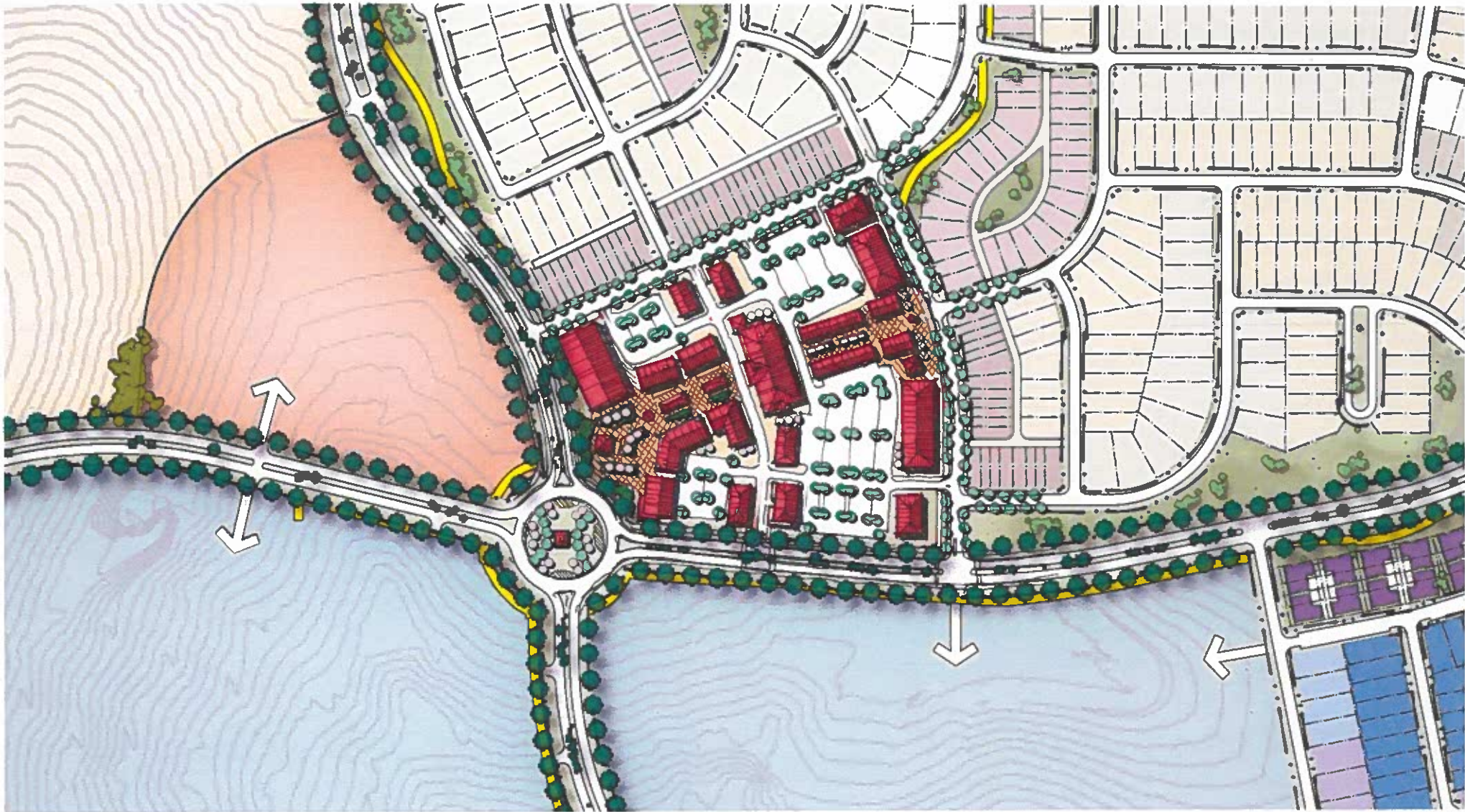
Exhibit M - Illustrative Plans
Page 3: Active Adult Illustrative Plan

Waco, Texas
08/18/2025

180
222 + east drive of
1801 1/2 mile SW
Waco, TX 76793
B+12 227 1011
Boggs/Thomson

Exhibit M is an Illustrative Concept Plan that shows how the Property may develop in concept under the standards set forth herein. This Illustrative Concept Plan is for informational purposes only and is not intended to be a regulatory document that controls the development of the property. Development of the Property is not required to conform to this Illustrative Conceptual Plan. Final development shall be in accordance with Site Plans and Subdivision Plans that conform to the standards herein.





Kemp Tract

Exhibit M - Illustrative Plans
Page 4: Mixed Use Town Center Concept Plan

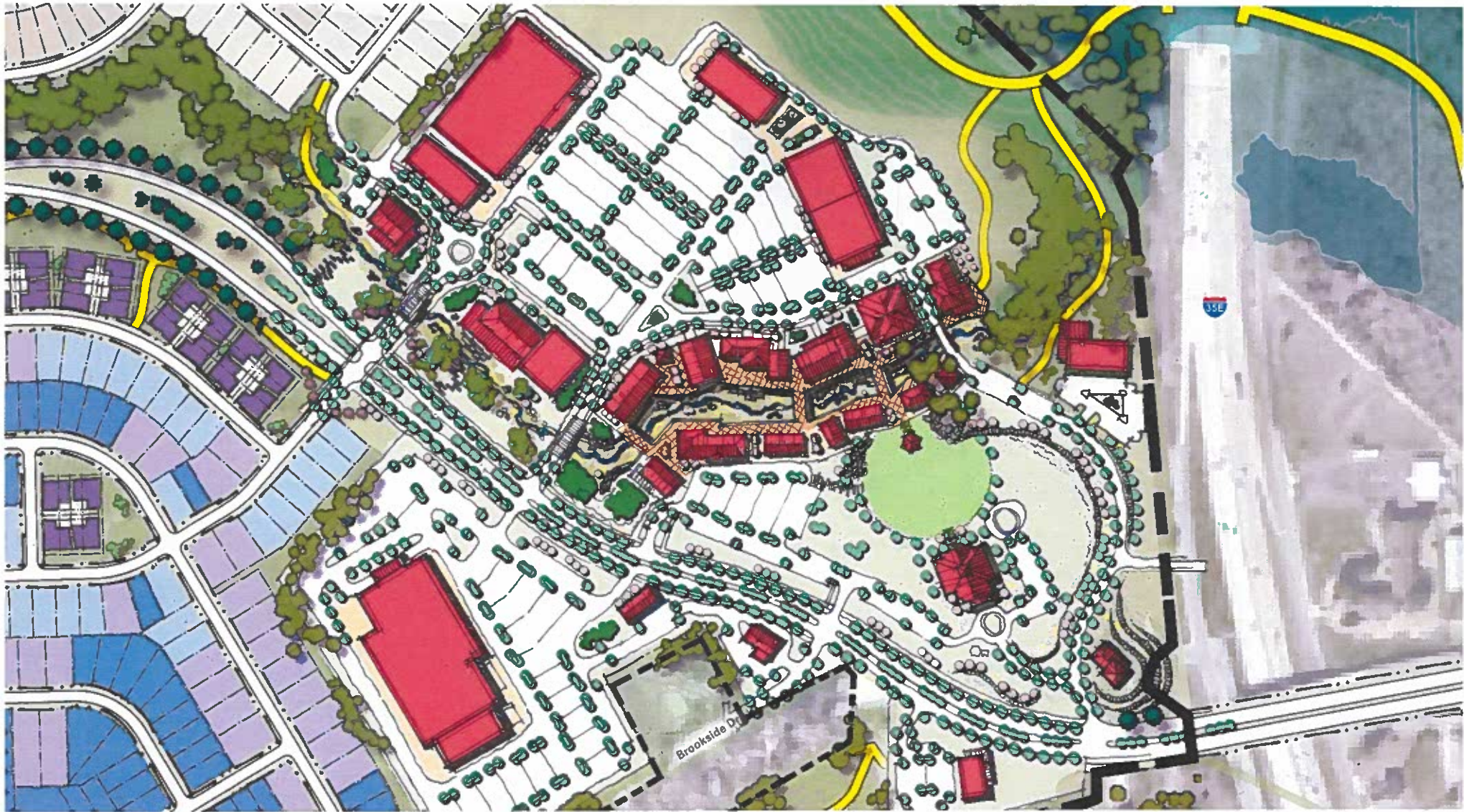
Winnachia, Texas
09/19/2025

TBG
3333 a paper shiver in
10000 10000 10000
model, in 10000
10000 10000 10000
10000 10000 10000

Exhibit M is an Illustrative Concept Plan that shows how the Property may develop in concept under the standards set forth herein. This Illustrative Concept Plan is for informational purposes only and is not intended to be a regulatory document that controls the development of the property. Development of the Property is not required to conform to this Illustrative Conceptual Plan. Final development shall be in accordance with Site Plans and Subdivision Plats that conform to the standards herein.



(17)



Kemp Tract

Exhibit M - Illustrative
Plans
Page 4: Mixed Use
Project Entrance
Concept Plan

Weslaco, Texas
08/18/2025

TBG
3557 a solar shares at
2455 L. Under 100
south, in 75762
913.327.9111
@tbgsolar.com



Exhibit M is an illustrative Concept Plan that shows how the Property may develop in concept under the standards set forth herein. This illustrative Concept Plan is for informational purposes only and is not intended to be a regulatory document that controls the development of the property. Development of the Property is not required to conform to this illustrative Conceptual Plan. Final development shall be in accordance with Site Plans and Subdivision Plans that conform to the standards herein.

(17)

EXHIBIT N-LEGAL DESCRIPTION

(17)



EXHIBIT "N"

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3,169.5531 ACRES (138,065,732 SQUARE FEET) OUT OF THE JOHN BARKER SURVEY, ABSTRACT NO. 40, THE ELIJAH BELLOW SURVEY, ABSTRACT NO. 101, THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, THE JOHN FIFER SURVEY, ABSTRACT NO. 351, THE MEREDITH MYERS SURVEY, ABSTRACT NO. 714, THE BENJAMIN WILTSHIRE SURVEY, ABSTRACT NO. 1132, THE E. H. BELCHER SURVEY, ABSTRACT NO. 143, THE JOHN DRINKARD SURVEY, ABSTRACT NO. 273, AND THE JESSE J. DAVIDSON SURVEY, ABSTRACT NO. 302, ALL IN ELLIS COUNTY, TEXAS, AND BEING:

- (1) ALL OF A CALLED 1040.641 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532148 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED .5877 ACRE TRACT (DESCRIBED AS PARCEL 2) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610103 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.);
(2) ALL OF A CALLED 117.601 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532149 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.);
(3) ALL OF A CALLED 141.254 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532150 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.);
(4) ALL OF A CALLED 6.035 ACRE TRACT (DESCRIBED AS TRACT 1) CONVEYED TO WALTON TEXAS, LP, AND WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NO. 2326832 (O.P.R.E.C.T.);
(5) ALL OF A CALLED 151.499 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1616460 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "A" (IN SEPARATE ATTACHMENT);

- (6) ALL OF A CALLED 182.727 ACRE TRACT (DESCRIBED AS TRACT 1-C) AND A CALLED 99.991 ACRE TRACT (DESCRIBED AS PARCEL 3) CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515578 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (IN SEPARATE ATTACHMENT);
(7) ALL OF A CALLED 398.282 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515579 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (IN SEPARATE ATTACHMENT);
(8) ALL OF A CALLED 681.000 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1526274 (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED 0.5506 ACRE TRACT (DESCRIBED AS PARCEL 1) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610102 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "C" (IN SEPARATE ATTACHMENT);
(9) BEING ALL OF A CALLED 0.784 ACRE TRACT (DESCRIBED AS TRACT 2) CONVEYED TO WALTON TEXAS, LP, AND WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NO. 2326832 (O.P.R.E.C.T.);
(10) BEING ALL OF A CALLED 130 ACRE TRACT CONVEYED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS IN VOLUME 460, PAGE 200 OF THE DEED RECORDS OF ELLIS COUNTY, TEXAS (D.R.E.C.T.), A PORTION OF A CALLED 202.85 ACRE TRACT (DESCRIBED AS TRACT I) CONVEYED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS IN VOLUME 460, PAGE 205 (D.R.E.C.T.), AND ALL OF A CALLED 60 ACRE TRACT AND A CALLED 5.61 ACRE TRACT CONVEYED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS IN VOLUME 532, PAGE 404 (D.R.E.C.T.);
(11) BEING A PORTION OF A CALLED 21.654 ACRE TRACT (DESCRIBED AS TRACT ONE) CONVEYED TO WILLIAM F. KELLEY IN DOCUMENT NO. 2228261 (O.P.R.E.C.T.);
(12) BEING ALL OF A CALLED 0.465 ACRE TRACT (DESCRIBED AS TRACT I) CONVEYED TO WILLIAM F. & LEANNE C. KELLEY IN VOLUME 866, PG. 390 (D.R.E.C.T.), INCLUDING A 0.034 ACRE PORTION OF SAID 0.465 ACRE TRACT CONVEYED IN CAUSE NO. 03-E-2061 RECORDED IN THE COUNTY COURT OF LAW OF ELLIS COUNTY, TEXAS;
(13) BEING ALL OF A CALLED 0.40 ACRE TRACT CONVEYED TO WILLIAM F. & LEANNE C. KELLEY IN VOLUME 1937, PG. 736 (D.R.E.C.T.);

(14) BEING ALL OF A CALLED 0.52 ACRE TRACT CONVEYED TO WILLIAM F. & LEANNE C. KELLEY IN DOC. NO. 1832041 (O.P.R.E.C.T.);

SAID 3,169.5531 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the south right-of-way line of East Farm to Market Road 875 (80' right-of-way), and being at the northeast corner of a called 1.725 acre tract conveyed to Patricia L. Knight in Volume 2273, Page 384 (O.P.R.E.C.T.), and being a corner in the north line of said Walton 681.000 acre tract, for the northwest corner and POINT OF BEGINNING hereof;

THENCE, with the south right-of-way line of said E FM 875 and the north line of said Walton 681.000 acre tract, the following two (2) courses and distances:

- 1) N59°54'03"E, a distance of 465.63 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof, and
2) N59°21'46"E, a distance of 3.64 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof, said point being at the west corner of said 0.5506 acre State of Texas tract;

THENCE, leaving the north line of said Walton 681.000 acre tract, over and across said Walton 681.000 acre tract, with the south right-of-way line of said E FM 875 and the south line of said 0.5506 acre State of Texas tract, the following three (3) courses and distances:

- 1) N73°02'53"E, a distance of 136.59 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
2) N58°55'47"E, a distance of 616.79 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof, and
3) N49°53'50"E, a distance of 111.30 feet to a 5/8-inch iron rod with "TxDot" cap found for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5506 acre State of Texas tract, and being in the north line of said Walton 681.000 acre tract;

THENCE, continuing with the south right-of-way line of said E FM 875, in part with the north line of said Walton 681.000 acre tract, and in part with the north line of said Walton 1040.641 acre tract, the following three (3) courses and distances:

- 1) along the arc of a curve to the right, whose radius is 920.72 feet, whose arc length is 276.25 feet and whose chord bears N77°44'36"E, a distance of 275.22 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof,
2) N86°18'23"E, passing at a distance of 1,981.94 feet, a 1/2-inch iron rod with illegible cap found at the common north corner of said Walton 681.000 acre and 1040.641



Kemp Tract

Exhibit N - Legal Description Page 1

Winnahadva, Texas 08/19/2026

TSG 3522 a member company of TSGI, L.P. (NYSE: TSG) WINNADVA, TX 75792 817.227.9111 tsggroup.com

(17)



acre tracts, and continuing for a total distance of 2836.42 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a non-tangent point of curvature hereof, and

THENCE, leaving the north line of said Walton 1040.641 acre tract, over and across said Wal 1040.641 acre tract, with the south right-of-way line of said E FM 875 and the south line of 0.5877 acre State of Texas tract, the following four (4) courses and distances:

- 1) N82°00'35"E, a distance of 204.67 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
2) N72°12'49"E, a distance of 286.39 feet to a 1/2-inch iron rod found for an angle point hereof,
3) N72°43'49"E, a distance of 212.73 feet to a calculated point (that falls inside a utility pole) for an angle point hereof, and
4) N67°29'44"E, a distance of 236.32 feet to a mag nail with "LTRA" washer found for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5877 acre State of Texas tract, and being in the north line of said Walton 1040.641 acre tract;

THENCE, continuing with the south right-of-way line of said E FM 875, with the north line of Walton 1040.641 acre tract, the following five (5) courses and distances:

- 1) along the arc of a curve to the right, whose radius is 2251.83 feet, whose arc length is 113.82 feet and whose chord bears N80°21'43"E, a distance of 113.81 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
2) N81°52'50"E, a distance of 122.75 feet to a 5/8-inch iron rod with "TxDot" cap found for a non-tangent point of curvature hereof,
3) along the arc of a curve to the right, whose radius is 587.69 feet, whose arc length is 79.53 feet and whose chord bears N85°40'58"E, a distance of 79.47 feet to a 5/8-inch iron rod with "TxDot" cap found for an angle point hereof,
4) N89°38'08"E, a distance of 1554.82 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
5) along the arc of a curve to the left, whose radius is 1931.89 feet, whose arc length is 119.98 feet and whose chord bears N87°43'32"E, a distance of 119.96 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for the northeast corner hereof, said point being at the intersection of the southwest right-of-way line of the Union Pacific Railroad (right-of-way varies) with the south line of said E FM 875, and being the northeast corner of said Walton 1040.641 acre tract;

THENCE, with the southwest right-of-way line of said Union Pacific Railroad and the north line of said Walton 1040.641 acre tract, the following two (2) courses and distances:

- 1) S31°23'18"E, a distance of 1239.44 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a point of curvature hereof, and
2) along the arc of a curve to the left, whose radius is 1959.88 feet, whose arc length is 1199.91 feet and whose chord bears S48°55'56"E, a distance of 1181.26 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof;

HENCE, leaving the southwest right-of-way line of said Union Pacific Railroad, with the called outh line of a public road (per Volume 471, Page 557 (D.R.E.C.T.)), and with the northeast line of said Walton 1040.641 acre tract, the following two (2) courses and distances:

- 1) S06°43'05"W, a distance of 41.41 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
2) along the arc of a curve to the left, whose radius is 1999.88 feet, whose arc length is 481.69 feet and whose chord bears S73°43'48"E, a distance of 480.52 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof, said point being at the northwest corner of said United Presbyterian 130 acre tract (and called to be in the south line of a public road), and being the northeast corner of said Walton 1040.641 acre tract;

HENCE, with the south line of said public road and the north line of said United Presbyterian 30 acre tract, the following three (3) courses and distances:

- 1) S89°05'08"E, a distance of 725.17 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
2) S88°23'37"E, a distance of 306.97 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
3) N59°04'21"E, a distance of 86.14 feet to a 3/8-inch iron rod found for an angle point hereof, said point being a corner in the west line of a called 31.153 acre tract conveyed to Jose & Enriqueta Lopez Revocable Trust in Document No. 1831559 (O.P.R.E.C.T.), and being in the approximate center of said public road;

HENCE, along the center of said public road, in part with the east line of said Lopez tract, in part with the west line of a called 26.843 acre tract conveyed to Pioneer Concrete of Texas, Inc., in Volume 869, Page 832 (D.R.T.C.T.), in part with the east line of said United Presbyterian 130 acre and 202.85 acre tracts, the following nine (9) courses and distances:

- 1) S69°52'08"E, a distance of 190.27 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
2) S82°22'23"E, a distance of 249.85 feet to a 5/8-inch iron rod found for an angle point hereof,
3) S13°01'30"E, a distance of 91.73 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,

- 4) S25°27'24"E, a distance of 269.19 feet to a 3/8-inch iron rod found for an angle point hereof,
5) S59°45'11"W, a distance of 10.98 feet to a 3/8-inch iron rod found for an angle point hereof,
6) S59°46'32"E, a distance of 382.10 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
7) S57°54'50"E, a distance of 543.74 feet to a railroad spike found for an angle point hereof,
8) S46°05'11"E, a distance of 1423.96 feet to a railroad spike found for an angle point hereof, and
9) S45°40'02"E, a distance of 256.25 feet to a 5/8-inch iron rod found at a corner in the west right-of-way line of S Interstate Highway 35E (right-of-way varies), and being the southeast corner of said Pioneer Concrete tract, and being the northeast corner of the remainder of said United Presbyterian 202.85 acre tract;

THENCE, with the west right-of-way line of said S IH 35E and the east line of said United Presbyterian 202.85 acre tract, the following three (3) courses and distances:

- 1) S01°33'25"E, a distance of 6.04 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof,
2) S44°16'38"W, a distance of 40.03 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, and
3) S26°12'54"E, a distance of 85.41 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being at the north corner of a called 0.023 acre tract (described as Part 2) conveyed to the State of Texas in Document No. 2023488 of the Official Public Records of Ellis County, Texas (O.P.R.E.C.T.);

THENCE, with the west right-of-way line of said S IH 35E and the east line of said 0.023 acre State of Texas tract, over and across said United Presbyterian 202.85 acre tract, S04°31'52"E, a distance of 247.04 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a non-tangent point of curvature hereof, said point being at the south corner of said 0.023 acre State of Texas tract, and being interior ell-corner hereof, and being in the east line of said United Presbyterian 202.85 acre tract;

THENCE, with the west right-of-way line of said S IH 35E and the east line of said United Presbyterian 202.85 acre tract, along the arc of a curve to the left, whose radius is 5894.58 feet, whose arc length is 275.92 feet and whose chord bears S04°31'52"E, a distance of 275.90 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being the north corner of a called 0.048 acre tract (described as Part 1) conveyed to the State of Texas in Document No. 2023488 (O.P.R.E.C.T.);

THENCE, with the west right-of-way line of said S IH 35E and the east line of said 0.048 acre State of Texas tract, over and across said United Presbyterian 202.85 acre tract, the following two (2) courses and distances:



Kemp Tract

Exhibit N - Legal Description Page 2

Waxahatchie, Texas 08/18/2026

TBG 2025 is a service provider of TBG, Inc. (a Texas limited liability company, No. 201901) 811 227 8111 tbgsurveyors.com

(17)



- 1) S04°31'52"E, a distance of 327.68 feet to a 5/8-inch iron rod with aluminum TxDot cap found for an angle point hereof, and
- 2) N83°55'52"E, a distance of 13.17 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the southeast corner of said 0.048 acre State of Texas tract, and being interior ell-corner hereof, and being in the east line of said United Presbyterian 202.85 acre tract;

THENCE, with the west right-of-way line of said 5 IH 35E, in part with the east line of said United Presbyterian 202.85 acre tract, and in part with the east line of said Walton 0.784 acre tract, the following six (6) courses and distances:

- 1) S06°07'58"E, a distance of 279.07 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof,
- 2) S43°31'28"W, a distance of 67.82 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof,
- 3) S00°52'49"W, passing at a distance of 38.89 feet, a mag nail found at the common east corner of said Walton 0.784 acre tract and said United Presbyterian 202.85 acre tract, and continuing for a total distance of 72.22 feet to a 1/2-inch iron rod with "GMCivil" cap found for an angle point hereof,
- 4) S43°44'28"E, a distance of 77.18 feet to a leaning 1/2-inch iron rod found for an angle point hereof, and
- 5) S31°19'20"E, a distance of 72.00 feet to a 1/2-inch iron rod with "GMCivil" cap found for an angle point hereof, said point being at the intersection of the north right-of-way line of Kelly Bend (50' right-of-way, dedicated as a called 0.543 acre tract conveyed to the City of Waxahachie in Volume 570, Page 864 (D.R.E.C.T.)), and being the southeast corner of said Walton 0.584 acre tract;

THENCE, leaving the west right-of-way line of said IH 35E, with the north and east right-of-way lines of said Kelly Bend and the south and west lines of said Walton 0.584 acre tract, the following two (2) courses and distances:

- 1) S79°20'23"W, a distance of 225.03 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) N12°12'57"W, a distance of 195.90 feet to a mag nail found in Brookside Road (no right-of-way information found), and being in the south line of said United Presbyterian 202.85 acre tract;

THENCE, with the approximate centerline of said Brookside Road, with the south line of said United Presbyterian 202.85 acre tract, and in part with the north line of a called 125 acre tract conveyed to J.C. Kelley et ux. in Volume 404, Page 324 (D.R.E.C.T.), the following two (2) courses and distances:

- 1) S89°44'51"W, a distance of 665.14 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, and
- 2) S58°31'10"W, a distance of 237.35 feet to a calculated point for an exterior ell corner hereof, said point being the southeast corner of a 23.4' right-of-way dedication, as shown on the proposed plat of Lot 1, Block "A", United Presbyterian Addition;

THENCE, over and across said United Presbyterian 202.85 acre tract, with the exterior line of Lot 1, Block "A" of said proposed United Presbyterian Addition, the following three (3) courses and distances:

- 1) N27°59'46"W, a distance of 270.10 feet to a 1/2-inch iron rod with "TXRCS" cap found for an interior ell corner hereof,
- 2) S58°33'11"W, a distance of 248.18 feet to a 1/2-inch iron rod with "TXRCS" cap found for an interior ell corner hereof, and
- 3) S28°01'36"E, a distance of 270.24 feet to a calculated point for an exterior ell corner hereof, said point being in the approximate centerline of said Brookside Road, and being in the south line of said United Presbyterian 202.85 acre tract, and being in the north line of said 125 acre Kelley tract;

THENCE, with the approximate centerline of said Brookside Road, with the south line of said United Presbyterian 202.85 acre tract, in part with the north line of said 125 acre Kelley tract, in part with the north line of a called 122.35 acre tract conveyed to Robert L. Beer in Volume 351, Page 107 (D.R.E.C.T.), and in part with the north line of a portion of Brookside Road dedicated per plat of Brookside Addition, recorded in Cabinet B, Slide 329 of the Plat Records of Ellis County, Texas (P.R.E.C.T.), S58°31'10"W, a distance of 1,496.80 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof, said point being at the common south corner of said 202.85 acre United Presbyterian tract and said Walton 1040.641 acre tract;

THENCE, with the northwest right-of-way line of said Brookside Drive and the south line of said Walton 1040.641 acre tract, S58°06'41"W, a distance of 4.10 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof, said point being a corner in the north line of said Walton 117.601 acre tract;

THENCE, with the north line of said Walton 117.601 acre tract, in part with the western right-of-way terminus of said Brookside Drive, and in part with the west line of Lot 4, Block 1 of said Brookside Addition, S31°25'29"E, a distance of 175.01 feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, with the north line of said Walton 117.601 acre tract, in part with the south line of Block 1 of said Brookside Addition, in part with the south line of a called 0.4304 acre tract conveyed to Monica Davis Watkins in Document No. 1607336 (O.P.R.E.C.T.), in part with the south line of a called 0.515 acre tract conveyed to Just Settle Investments, LLC, in Document No. 2120031 (O.P.R.E.C.T.), and in part with the south and east lines of a called 0.4309 acre tract conveyed to

Katy R. Ryan and Bobby Hoggood in Volume 2512, Page 1420 (O.P.R.E.C.T.), the following two (2) courses and distances:

- 1) N58°34'31"E, a distance of 998.68 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) N31°25'29"W, a distance of 150.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of Brookside Road (no recording information found), and being the common north corner of said Ryan-Hoggood tract and said Walton 117.601 acre tract;

THENCE, with the south line of said Brookside Road and the north line of said Walton 117.601 acre tract, N58°37'26"E, a distance of 40.17 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the northwest corner of a called 0.4312 acre tract conveyed to Jose Antonio Tovar, Jr., et ux., in Document No. 2100249 (O.P.R.E.C.T.);

THENCE, with the common line of said Tovar Jr. tract and said Walton 117.601 acre tract, the following two (2) courses and distances:

- 1) S31°25'29"E, a distance of 150.14 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, and
- 2) N58°34'31"E, a distance of 125.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being at the southwest corner of a called 0.5039 acre tract conveyed to Martha Kelley and Michael W. Anderson in Document No. 2033656 (O.P.R.E.C.T.), and being a southwest corner of said Walton 6.035 acre tract;

THENCE, with the north line of said Walton 6.035 acre tract, in part with the south line of said Anderson tract, in part with the south line of a called 0.5043 acre tract conveyed to Jose Alcala, Jr., et ux, in Document No. 2024098 (O.P.R.E.C.T.), in part with the south line of a called 0.517 acre tract conveyed to Deborah J. Timmerman in Document No. 2155833 (O.P.R.E.C.T.), in part with the south line of a called 0.047 acre tract (per ECAD) conveyed to Barbara A. Owens in Volume 2613, Page 1235 (O.P.R.E.C.T.), in part with the south line of a called 0.4860 acre tract conveyed to Kathy L. Kacal in Document No. 2236184 (O.P.R.E.C.T.), in part with the south line of a called 0.4304 acre tract and a called 0.4860 acre tract conveyed to Randall Wrey Adlof et al. in Document No. 2409235 (O.P.R.E.C.T.), the following three (3) courses and distances:

- 1) N58°35'07"E, a distance of 712.59 feet to a 1/2-inch iron pipe found for an angle point hereof, and
- 2) N60°53'27"E, a distance of 80.03 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being a corner in the north line of said Kelley 21.654 acre tract, and being the southeast corner of said Adlof tract;

THENCE, with the common line of said Adlof tract and said Kelley 21.654 acre tract, N00°31'13"W, a distance of 149.81 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, said point being in the apparent south line of said Brookside Drive;



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THENCE, with the apparent south line of said Brookside Drive and the north line of said Kelley 21.654 acre tract, N89°34'51"E, a distance of 50.30 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, said point being the northwest corner of said Kelley 0.465 acre tract;

THENCE, with the apparent south line of said Brookside Drive, in part with the north line of Kelley 0.465 acre tract, in part with the north line of said 0.034 acre Kelley Probate tract, in part with the north line of said Kelley 0.40 acre tract, in part with the north line of said Kelley 0.52 acre tract, and in part with the north line of said Kelley 21.654 acre tract, N89°46'43"E, a distance of 501.04 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the west right-of-way line of said Kelley Bend, and being the northeast corner of said Kelley 21.654 acre tract;

THENCE, with the west right-of-way line of said Kelley Bend and the east line of said Kelley 21.654 acre tract, S12°10'56"E, a distance of 153.42 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the northeast corner of said Walton 6.035 acre tract;

THENCE, with the west and south right-of-way lines of said Kelly Bend and the east line of said Walton 6.035 acre tract, the following two (2) courses and distances:

- 1) S12°09'43"E, a distance of 81.04 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) N79°10'06"E, a distance of 23.04 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being the northwest corner of Lot 1 of Kelley Bend Addition, recorded in Document No. 2229331 (O.P.R.E.C.T.);

THENCE, leaving the south right-of-way line of said Kelly Bend, with the common line of said Lot 1 and said Walton 6.035 acre tract, S02°12'06"E, a distance of 69.47 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being the southeast corner of said Walton 6.035 acre tract;

THENCE, with the south line of said Walton 6.035 acre tract, the following two (2) courses and distances:

- 1) S76°00'30"W, a distance of 547.94 feet to a 1/2-inch iron rod with "TXRCS" cap found for a point of curvature hereof, and
- 2) along the arc of a curve to the left, whose radius is 1420.00 feet, whose arc length is 738.91 feet and whose chord bears S61°06'17"W, a distance of 730.60 feet to a 1 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being in the west line of said Kelley 21.654 acre tract, and being the east line of said Walton 117.601 acre tract, and being the southwest corner of said Walton 6.035 acre tract;

THENCE, with the east line of said Walton 117.601 acre tract, in part with the west line of said Kelley 21.654 acre tract, and in part with the west line of the remainder of a called 140.0 acre tract conveyed to Jack C. Kelley in Volume 404, Page 324 (D.R.T.C.T.), S31°10'08"E, passing at a distance of 576.57 feet, a 1/2-inch iron rod with "TXRCS" cap found at the southwest corner of said Kelley 21.654 acre tract, and continuing a total distance of 2104.57 feet to a calculated point for an angle point hereof, said point being in the north line of a called 140 acres conveyed to Alvin Riddle in Document No. 2001355 ((O.P.R.E.C.T.), said tract previously described in Volume 290, Page 172 (D.R.E.C.T.)), from which a 1/2-inch iron rod found bears, S31°10'08"E, a distance of 2.05 feet, and also from which, a 1/2-inch iron pipe found in the west right-of-way line of said E IH 35, and being the common east corner of said Riddle tract and said Kelley 140 acre tract bears, N59°45'10"E, a distance of 954.94 feet;

THENCE, with the south and west lines of said Walton 117.601 acre tract, in part with the north line of said Riddle tract, in part with the north line of a called 10.00 acre tract conveyed to Melissa Mims in Volume 2139, Page 2147 (O.P.R.E.C.T.), in part with the east line of a called 265.36 acre tract (described as Tract 1) conveyed to Nay Trust B in Volume 2739, Page 149 (O.P.R.E.C.T.), and in part with the east line of a called 2.113 acre tract conveyed to Terry L. Nay et ux in Volume 1621, Page 662 (O.P.R.E.C.T.), the following two (2) courses and distances:

- 1) S59°45'10"W, passing at a distance of 1,241.47 feet, a 1/2-inch iron rod found at the northeast corner of said Mims tract, and continuing for a total distance of 2106.54 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) N31°44'12"W, a distance of 2482.55 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being in the south line of said Walton 1040.641 acre tract, and being at the common north corner of said Nay 2.113 acre tract and said Walton 117.601 acre tract;

THENCE, with the south line of said Walton 1040.641 acre tract, the following two (2) courses and distances:

- 1) S58°06'26"W, a distance of 1071.43 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) S04°10'55"E, a distance of 1491.37 feet to a calculated point (could not access) for an angle point hereof, said point being at a corner in the common line of said Nay Trust B tract and said Walton 1040.641 acre tract;

THENCE, with the common line of said Nay Trust B tract and said Walton 1040.641 acre tract, the following two (2) courses and distances:

- 1) S31°27'06"E, a distance of 214.04 feet to a calculated point (could not access) for an angle point hereof, and

- 2) S58°26'51"W, a distance of 1456.33 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the northeast corner of said Walton 141.524 acre tract;

THENCE, with the common line of said Nay Trust B tract and said Walton 141.524 acre tract S30°58'46"E, a distance of 2323.48 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the northwest corner of a called 40.889 acre tract conveyed to H H Land and Livestock, LLC, in Document No. 2310892 (O.P.R.E.C.T.);

THENCE, with the common line of said H H Land and Livestock tract and said Walton 141.524 acre tract, S02°15'12"E, a distance of 25.10 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the north corner of a called 0.7798 acre tract (described as Tract 3) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1246 (O.P.R.E.C.T.);

THENCE, with the common line of said Schoolfield tract and said Walton 141.524 acre tract S18°58'34"E, a distance of 816.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being at the common south corner of said Schoolfield tract and said H H Land and Livestock tract;

THENCE, with the common line of said H H Land and Livestock tract and said Walton 141.524 acre tract, S12°44'24"E, a distance of 19.10 feet to a calculated point (that falls inside a cedar fence post) for an angle point hereof, said point being at the north corner of a called 0.2831 acre tract (described as Tract 2) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1246 (O.P.R.E.C.T.);

THENCE, with the east line of said Walton 141.524 acre tract, in part with the west line of said Schoolfield Tract 2, and in part with the west line of a called 0.7778 acre tract (described as Tract Two) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), S08°46'42"E, a distance of 855.86 feet to a 1/2-inch iron rod with illegible cap found for the southeast corner hereof, said point being in the north right-of-way line of Farm Tr Market Road 1446 (80' right-of-way), and being the southwest corner of a called 3.222 acre tract (described as Tract One) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), and being the south corner of said Schoolfield 0.7778 acre tract, and being the southeast corner of said Walton 141.524 acre tract;

THENCE, with the north right-of-way line of said FM 1446 and the south line of said Walton 141.524 acre tract, the following three (3) courses and distances.

- 1) S84°07'57"W, a distance of 1056.19 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a non-tangent point of curvature hereof,
- 2) along the arc of a curve to the left, whose radius is 1949.86 feet, whose arc length is 262.11 feet and whose chord bears S80°07'00"W, a distance of 261.91 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for a point of tangency hereof, and



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- 3) S76°15'57"W, a distance of 16.06 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being a corner in the north right-of-way line of said FM 1446, and being the southwest corner of said Walton 141.524 acre tract;

THENCE, with the west line of said Walton 141.524 acre tract, in part with the north line of said FM 1446, in part with the east line of a called 195.17 acre tract conveyed Family Limited Partnership, Ltd., in Document No. 1810238 (O.P.R.E.C.T.), and in part with the east line of a called 3.677 acre tract (described as Tract Two) conveyed to Jeffrey Jeanette Marie Frazier in Volume 2048, Page 1588 (O.P.R.E.C.T.), N31°29'42"W, a distance of 3390.11 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, said point being an angle point in the west line of said Frazier Tract Two, and being a corner in the south line of a called 300.765 acre tract (described as Tract One) conveyed to Jeffrey Jeanette Marie Frazier in Volume 2048, Page 1588 (O.P.R.E.C.T.);

THENCE, with the common line of said Frazier Tract One and said Walton 141.524 acre tract, N58°27'20"E, a distance of 660.47 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of said Walton 1040.641 acre tract;

THENCE, with the common line of said Frazier Tract One and said Walton 1040.641 acre tract, N30°52'03"W, a distance of 2132.75 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southeast corner of said Walton 398.282 acre tract;

THENCE, with the common line of said Frazier Tract One and said Walton 398.282 acre tract, S59°05'08"W, a distance of 3095.58 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the northeast corner of said Walton 99.991 acre tract;

THENCE, leaving the common line of said Frazier Tract One and said Walton 398.282 acre tract, over and across said Frazier Tract One, with the east and south lines of said Walton 99.991 acre tract, the following two (2) courses and distances:

- 1) S30°52'38"E, a distance of 1419.83 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 2) S59°04'23"W, a distance of 3067.84 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the southwest corner hereof, said point being in the east line of a called 30.000 acre tract conveyed to Andrew Philip and Portia R. Wood in Volume 2646, Page 993 (O.P.R.E.C.T.) being the southwest corner of said Walton 99.991 acre tract;

THENCE, along Lone Elm Road, in part with the east line of said Wood 30.00 acre tract, in part with the east line of a called 132.09 acre tract conveyed to Richard E. Wood in Volume 1040 (D.R.E.C.T.), in part with the west line of said Walton 99.991 acre tract, and in part with the west line of said Walton 398.282 acre tract, N30°52'01"W, a distance of 2347.95 feet to a 1/2-inch iron rod with "4Ward Boundary" washer set for an angle point hereof, said point being the northeast corner of said Wood 132.09 acre tract, and being the southeast corner of a portion of Lone Elm Road dedicated by plat of Lone Elm Addition, recorded in Cabinet J, Slide 529 (D.R.E.C.T.), from which a 1/2-inch iron rod with illegible cap found at the southwest corner of the terminus of Lone Elm Road, and being in the north line of said Woods 132.09 acre tract, and being the southeast corner Lot 13, Block A of said Lone Elm Addition bears, S57°39'11"W, a distance of 60.03 feet;

THENCE, with the east right-of-way line of said Lone Elm Road and the west line of said Walton 182.727 acre tract, N30°37'13"W, a distance of 1069.49 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof, said point being a corner in the east right-of-way line of said Lone Elm Road, and being in the south line of said Walton 182.727 acre tract;

THENCE, with the east and north right-of-way line of said Lone Elm Road and the west line of said Walton 182.727 acre tract, the following eight (8) courses and distances:

- 1) S59°17'24"W, a distance of 9.44 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
- 2) N36°25'33"W, a distance of 137.69 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
- 3) N31°48'27"W, a distance of 526.65 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
- 4) N36°30'52"W, a distance of 390.49 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
- 5) N28°06'50"W, a distance of 116.45 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof,
- 6) N20°10'56"W, a distance of 238.37 feet to a mag nail with "4Ward Boundary" washer set for a non-tangent point of curvature hereof,
- 7) along the arc of a curve to the left, whose radius is 135.00 feet, whose arc length is 235.09 feet and whose chord bears N69°39'42"W, a distance of 206.49 feet to a mag nail with "4Ward Boundary" washer set for a point of tangency hereof, and
- 8) S60°27'03"W, a distance of 239.14 feet to a mag nail with "4Ward Boundary" washer set for an angle point hereof, said point being at the northwest terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the southeast corner of a called 5.0854 acre tract conveyed to Jerry Allen Bowman, II, in Document No. 1633911 (O.P.R.E.C.T.), from which a 5/8-inch iron rod found in the western terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the northeast corner of a Lot 1 of Green Meadows, recorded in Cabinet A, Slide 443 (P.R.E.C.T.) bears, S38°02'45"E, a distance of 23.50 feet;

THENCE, with the east line of said Bowman tract, in part with the west line of said Walton 182.727 acre tract, and in part with the west line of said Walton 681.000 acre tract, the following two (2) courses and distances:

- 1) N38°09'48"W, a distance of 30.25 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) N31°37'11"W, a distance of 1519.64 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the south line of said Walton 151.499 acre tract;

THENCE, with the south line of said Walton 151.499 acre tract, in part with the north line of said Bowman tract, in part with the north line of a called 25.01 acre tract conveyed to Randy Durrett in Volume 804, Page 894 (D.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 5.0 acre tract conveyed to Leila A. & Frank D. Boehler in Document No. 2139801 (O.P.R.E.C.T.), and in part with the north line of a called 5.00 acre tract (described as Tract 3-C) conveyed to the Joseph C. & Cynthia A. Murray Revocable Living Trust in Volume 2431, Page 1374 (O.P.R.E.C.T.), S58°48'23"W, a distance of 1266.43 feet to a 1.5-inch iron pipe found for an angle point hereof, said point being at the northeast corner of a called 4.986 acre tract conveyed to Robert W. & Roberta J. Shields in Volume 1692, Page 1170 (O.P.R.E.C.T.), and being the southeast corner of a called 23.699 acre tract conveyed to the Gary & Catherine Pohlman Revocable Living Trust in Volume 2570, Page 766 (O.P.R.E.C.T.), and being the northwest corner of said Murray tract, and being the southwest corner of said Walton 151.499 acre tract;

THENCE, with the west line of said Walton 151.499 acre tract, in part with the east line of said Pohlman tract, in part with the east line of a called 13.191 acre tract conveyed to Richard D. & Jamie M. Huffman in Document No. 1622238 (O.P.R.E.C.T.), in part with the east line of a called 5.48 acre tract conveyed to Sharon Hobbs in Document No. 1521807 (O.P.R.E.C.T.), and in part with the east line of a called 119.3 acre tract conveyed to Pitts Waxahachie Farm, LLC, in Document No. 2241200 (O.P.E.T.C.T.), the following three (3) courses and distances:

- 1) N31°16'00"W, a distance of 1466.49 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, from which a 1/2-inch iron rod found bears, N43°25'09"E, a distance of 2.36 feet,
- 2) N58°19'00"E, a distance of 672.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap set for an angle point hereof, and
- 3) N31°00'16"W, a distance of 2104.72 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, said point being in the east line of said Pitts Waxahachie Farm tract, and being the southwest corner of a called 1.344 acre tract conveyed to Rodolfo & Crystal Santos, in Document No. 2405568 (O.P.R.E.C.T.);

THENCE, with the common line of said Santos tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

- 1) N59°45'47"E, a distance of 246.19 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, and



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08/18/2025

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- 2) N19°07'26"W, passing at a distance of 216.24 feet, a 1/2-inch iron rod with "Texas Surveying" cap found, and continuing for a total distance of 225.94 feet to a calculated point for an angle point hereof, said point being in the record south right-of-way line of said Lone Elm Road, and being the common north corner of said Santos tract and said Walton 151.499 acre tract;

THENCE, with the record south right-of-way line of said Lone Elm Road and the north line of said Walton 151.499 acre tract, N58°10'45"E, a distance of 778.11 feet to a calculated point for an angle point hereof, said point being at the northwest corner of a called 10.338 acre tract conveyed to Tyler Shane Boston in Document No. 2236270 (O.P.R.E.C.T.);

THENCE, leaving the record south right-of-way line of said Lone Elm Road, with the common line of said Boston tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

- 1) S23°02'00"E, passing at a distance of 30.21 feet, a 1/2-inch iron rod with "4466" cap found, and continuing for a total distance of 1040.16 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, and
- 2) S32°49'28"E, a distance of 600.03 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof;

THENCE, with the north line of said Walton 151.499 acre tract, in part with the south line of said Boston tract, in part with the south line of a called 10.339 acre tract conveyed Dawn Knox in Volume 2791, Page 1504 (O.P.R.E.C.T.), and in part with the south line of a called 11.17 acre tract conveyed to Jeffery S. & Marci L. Coker in Document No. 1617992 (O.P.R.T.C.T.), N60°11'34"E, a distance of 947.57 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being in the west line of said Walton 681.000 acre tract, and being the southeast corner of said Coker tract;

THENCE, with the common line of said Coker tract and said Walton 681.000 acre tract, N31°20'06"W, a distance of 1060.01 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being at the southwest corner of a called 10.059 acre tract conveyed to Jose Felipe & Maria Del Carmen Martinez in Document No. 1630566 (O.P.R.E.C.T.);

THENCE, with the north line of said Walton 681.000 acre tract, in part with the south line of said Martinez tract, in part with the south line of a called 10.059 acre tract conveyed to the Joe & Barbara Bourland in Volume 2559, Page 2122 (O.P.R.E.C.T.), in part with the south line of the remainder of a called 20.586 acre tract conveyed to David K. Justus in Document No. 1601589 (O.P.R.E.C.T.), and in part with the south line of a called 10.01 acre tract conveyed to James Coy Roden, III, et ux, in Document No. 1824450 (O.P.R.E.C.T.), the following two courses and distances:

- 1) N58°36'32"E, a distance of 1893.07 feet to a calculated point for an angle point hereof, and

- 2) N31°38'43"W, a distance of 11.05 feet to a calculated point for an angle point hereof, said point being in the east line of said Roden tract, and being the southwest corner of a called 8 acre tract conveyed to Iglesia Vaquera in Volume 2504, Page 889 (O.P.R.E.C.T.);

THENCE, with the common line said Vaquera tract and said Walton 681.000 acre tract, N58°36'28"E, a distance of 289.71 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of the remainder of a called 26.34 acre tract conveyed to Nelson C. Ridgeway in Volume 1118, Page 464 (D.R.E.C.T.);

THENCE, with the common line of said Ridgeway tract and said Walton 681.000 acre tract, N58°42'03"E, a distance of 600.93 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 10.168 acre tract (described as Tract 1) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.T.C.T.);

THENCE, with the common line of said Unarut Tract 1 and said Walton 681.000 acre tract, N58°37'19"E, a distance of 439.53 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 3.0 acre tract (described as Tract 2) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.T.C.T.);

THENCE, with the common line of said Unarut Tract 2 and said Walton 681.000 acre tract, N58°37'55"E, a distance of 372.91 feet to a 1/2-inch iron rod found for an angle point hereof;

THENCE, with the north line of said Walton 681.000 acre tract, in part with the east line of said Unarut Tract 2, in part with the east line of Memory Lane (a private road), in part with the east line of a called 1.12 acre tract conveyed to Thomas and Ashley Fabby in Document No. 2322724 (O.P.R.E.C.T.), in part with the east line of the remainder of said Morrow tract, and in part with the east line of a called 1.119 acre tract conveyed to Thomas Fabby in Volume 2146, Page 869 (O.P.R.E.C.T.), N31°19'00"W, a distance of 898.70 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the east line of said 1.119 Fabby tract, and being the southwest corner of said Knight tract;

THENCE, with the common line of said Knight tract and said Walton 681.000 acre tract, the following two (2) courses and distances:

- 1. N76°28'22"E, a distance of 416.20 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2. N22°05'46"W, a distance of 225.51 feet to the POINT OF BEGINNING and containing 3,169.5531 Acres (138,065,732 Sq. Ft.) of land more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, North Central Zone (4202); all distances were adjusted to surface using a combined scale factor of 1.000095939448. See attached sketch (reference drawing: 01893-rev2.dwg)

Steven M. Duarte, RPLS #5940
4Ward Land Surveying, LLC



Kemp Tract

Exhibit N - Legal Description
Page 6

Weslaco, Texas
08/18/2023

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After recording return to:
 City Manager
 Waxahachie City Hall
 401 S. Rogers Street
 Waxahachie, Texas 75165

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between the City of Waxahachie, Texas, a home-rule municipality (the "City") and Minto Communities Texas, LLC, a Texas limited liability company (the "Developer"), is made and entered into effective _____, 2025. The "MMD" (hereinafter defined) will join this Agreement as set forth below and after such joinder shall become a party to this Agreement. The foregoing parties are sometimes referred to singularly as "Party" and collectively as the "Parties."

SECTION 1 **RECITALS**

WHEREAS, certain capitalized terms used in these recitals are defined in Section 2;

WHEREAS, the Developer has contracted for the acquisition of 3169.5 acres of real property, a portion of which is located within the corporate limits of the City, described by metes and bounds in Exhibit A and depicted in Exhibit B (the "Property");

WHEREAS, a portion of the Property is within the City's municipal boundaries and a portion of the Property is outside the municipal boundaries but within the City's extraterritorial jurisdiction (that portion outside of the City's municipal boundaries but within the City's extraterritorial jurisdiction is referred to herein as the "ETJ Parcel");

WHEREAS, Developer is agreeable that the ETJ Parcel will be annexed into the City's municipal boundaries after acquisition by the Developer and that this Agreement shall serve as a voluntary petition for annexation of the ETJ Parcel;

WHEREAS, as generally described and depicted on the Concept Plan, the Developer intends to develop the Property with traditional residential, active adult, mixed use and multifamily components (the "Project");

WHEREAS, on or about the Effective Date the City has approved a Planned Development District which sets forth development standards for the development of the Property (the "Zoning Ordinance");

WHEREAS, this Agreement contains additional standards for the development of the Property (the "Development Standards");

WHEREAS, the Zoning Ordinance and Development Standards are the exclusive standards for the development of the Property;

WHEREAS, a portion of the Property is located within the City's sewer and water CCN, and the Parties intend that the City will be the retail provider of water and sewer service to the Property and that the City will incorporate into the City's sewer and water CCN's the portion of the Property within Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN after such portion of the Property is removed from such CCN's;

WHEREAS, a portion of the Property is located within Emory Lakes Public Improvement (the "PID") created by the City pursuant to Resolution No. 1308 adopted on April 19, 2021 and the City upon receipt of a property owner petition meeting the requirements of Chapter 372 intends to call a public hearing on the issue of whether to dissolve the PID;

WHEREAS, the Developer shall submit a petition to the Texas Commission on Environmental Quality ("TCEQ") for the creation of a Municipal Management District (the "MMD") for the Property, as a municipal management district operating pursuant to the laws of Chapter 375, Texas Local Government Code, as amended and Chapter 49, Texas Water Code, as amended (the "MMD Act");

WHEREAS, the MMD Act allows a district to divide, ultimately resulting in multiple districts within the original boundaries of the MMD and to avoid the duplication of effort and provide greater efficiency, the Parties have determined to provide for the acquisition, construction, improvement, and financing of certain MMD Improvements by designation of one of such new districts as the district (the "Master District") responsible for coordinating and managing such activities;

WHEREAS, it is contemplated the Master District will enter into contracts with the other new districts created by division of the MMD (the "Participating Districts") and along with the Master District, the "Districts") to undertake and perform the obligations of the Master Districts with regard to the (a) acquisition, construction, improvement, and financing of the MMD Improvements that are regional in nature (the "Regional Projects"); and

WHEREAS, it is contemplated that the Master District will issue its contract revenue bonds to finance the acquisition and construction of the Regional Projects secured by revenues, including payments from the Participating Districts; and

WHEREAS, the City has consented to the creation of the MMD by the TCEQ, and any divisions, annexations or exclusions of the MMD or any divided districts provided that such divisions, annexations and exclusions are within the Property and subject to any conditions set forth in the City TCEQ Consent Resolution attached hereto as Exhibit H;

WHEREAS, Developer anticipates commencing development of the Project upon the execution of this Agreement and creation of the MMD by the TCEQ as described herein;

WHEREAS, Developer and City desire that Developer be responsible for and shoulder the financial burden for the infrastructure impact required for the development of the Property as set forth in this Agreement;

WHEREAS, the Parties desire and intend that Developer will design, construct, install, and/or make financial contributions toward the MMD Improvements (as defined below) as authorized by the MMD Act, and that Developer's costs incurred therewith will be financed or reimbursed through multiple sources, including Impact Fee Credits and MMD Bond Proceeds (as defined below) or other revenues of the MMD in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office; provided further that Developer shall only be entitled to either be reimbursed through MMD Bond Proceeds or Impact Fee Credits for a given cost;

WHEREAS, the Parties desire and intend for the design, construction, installation, and maintenance of the MMD Improvements to occur over the Term of this Agreement and that Developer will dedicate to and the City will accept certain of the MMD Improvements for public use and maintenance, and the MMD or HOA shall continue to maintain certain of the MMD Improvements subject to the City's approval of the plans and inspection of the MMD Improvements in accordance with Exhibit N to this Agreement and the City Regulations;

WHEREAS, the City and Developer intend that the MMD Improvements Costs of the MMD Improvements will be paid from the net proceeds of MMD Bonds issued by the Districts or other revenues of the MMD in accordance with this Agreement, the applicable rules and regulations of the TCEQ, as amended, and the applicable requirements of the Texas Attorney General's Office, as amended;

WHEREAS, the Districts, subject to the City TCEQ Consent Resolution, the satisfaction of all conditions for MMD Bond issuance, Developer's substantial compliance with this Agreement, and in accordance with the terms of this Agreement and all legal requirements, including but not limited to the indenture or Bond Resolution (each as defined below) authorizing the MMD Bonds, shall use good faith efforts to issue, in one or more series MMD Bonds for the purpose of financing the MMD Improvements, acquiring the MMD Improvements, and reimbursing Developer for certain associated costs as described herein; and

WHEREAS, to the extent funds must be advanced to pay for any costs associated with the creation of the MMD or the Districts, the issuance of MMD Bonds, or the preparation of documentation related thereto, including any costs incurred by the City or the MMD and its consultants and advisors (excluding the fees associated with closing the MMD Bonds and paid from MMD Bond Proceeds), Developer shall be responsible for advancing such funds and shall have a right to reimbursement for the funds advanced from the MMD Bond Proceeds, and the City will not be responsible for such reimbursement or the payment of any such costs from any other sources of funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

(18)

SECTION 2
DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Bond Resolution means the resolution or order of the Board of Directors of the MMD authorizing the issuance of a series of MMD bonds.

Capital Improvement(s) shall have the meaning provided in Chapter 395, Texas Local Government Code as well as park and recreational facilities.

Capital Improvement Costs means any construction, contributions, or dedications of Capital Improvements, including actual costs of design, engineering, construction, acquisition, and inspection, and all costs related in any manner to the Capital Improvement.

Capital Improvements Plan (“CIP”) means all capital improvements plan(s) duly adopted by the City under Chapter 395, Texas Local Government Code, as may be updated or amended from time to time.

Certificate of Convenience and Necessity (“CCN”) means a certificate of public convenience and necessity issued by the Texas Public Utilities Commission or its predecessor or successor agency pursuant to Chapter 13, Texas Water Code.

Chapter 245 means Chapter 245, Texas Local Government Code.

Chapter 395 means Chapter 395, Texas Local Government Code.

City Code means the Code of Ordinances, City of Waxahachie, Texas.

City Council means the governing body of the City.

City Manager means the City's current or acting City Manager, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations means the City's applicable development regulations in effect on the Effective Date, including without limitation City Code provisions, ordinances, design standards, and other policies duly adopted by the City; provided, however, that as it relates to Public Infrastructure for any given phase of the Project, the applicable construction standards (including, without limitation, uniform building codes) shall be those that the City has duly adopted at the time of the filing of an application for a plat for that phase unless construction has not commenced within two years of approval of such plat in which case the construction standards shall be those that the City has duly adopted at the time that construction commences. The term does not include Impact Fees, which shall be assessed on the Property in accordance with this Agreement.

(18)

Concept Plan means the intended conceptual plan for the development of the Project as depicted on Exhibit C.

Development Standards means the design specifications and construction standards permitted or imposed by this Agreement, including without limitation the standards set forth in the Zoning Ordinance and applicable City Regulations.

Districts means the Master District and any Participating Districts created through the division of the original MMD pursuant to Section 49.316 of the Texas Water Code.

Effective Date means the date on which Developer closes on the Property.

End User means any tenant, user, or owner of a Fully Developed Lot, but excluding the HOA.

Floor Plans means residential home construction documents for single family attached (such as townhomes and attached villas) and detached, prepared, signed and sealed by an Architect licensed in the State of Texas for a specific type of home.

Fully Developed Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the MMD Improvements and for which a plat has been approved by the City and recorded in the Real Property Records of Ellis County.

HOA means the [_____] Homeowners Association that shall cover the traditional residential portion of the Property and the [_____] active adult portion of the Property, each of which shall privately function as a homeowners association for the Project, or such similar name as may be available with Texas Secretary of State, and its successors.¹

Impact Fees means those fees assessed and charged against the Project in accordance with Chapter 395 and as defined therein.

Impact Fee Credits means credits against Impact Fees otherwise due from the Project to offset Capital Improvement Costs.

Indenture means a trust indenture by and between the MMD and a trustee bank under which MMD Bonds are issued and funds are held and disbursed.

Mayor means the Mayor of the City.

MMD means [_____] Management District to be created by the TCEQ for the Property pursuant to the MMD Act.

MMD Act means Chapter 375, Texas Local Government Code, as amended.

MMD Board means the Board of Directors of the MMD or any of the Districts.

¹ **Note to Draft:** Subject to Minto's final structure for POAs.

MMD Bonds means bonds, notes, or other obligations or indebtedness that are issued or incurred by the Districts in accordance with the MMD Act.

MMD Bond Proceeds means the funds generated from the sale of the MMD Bonds.

MMD Initial Capital Improvement Plan means the capital improvement plan prepared in compliance with Section 375.207(b) approved herein and attached as Exhibit J-1 & Exhibit J-2.

MMD Improvements means the on- and off-site public water, sewer, drainage, and roadway facilities, along with other public improvements authorized by the MMD Act that benefit the Property, to be constructed or caused to be constructed by Developer, including but not limited to the improvements identified on Exhibit D-1, Exhibit D-2, Exhibit E-1, Exhibit E-2, Exhibit F-1, Exhibit F-2, Exhibit F-3 and Exhibit F-4 , and for which the Parties intend Developer will be fully or partially reimbursed pursuant to the MMD Act and the terms of this Agreement.²

MMD Improvements Cost means the actual costs of design, engineering, construction, acquisition, and inspection of the MMD Improvements and all costs related in any manner to the MMD Improvements.

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

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other infrastructure necessary to serve the full development of the Project and/or to be constructed and dedicated to, owned by, and maintained by the City under this Agreement as shown in Exhibit N. The term includes the MMD Improvements.

Real Property Records means the official land recordings of the Ellis County Clerk's Office.

Zoning Ordinance City Ordinance No. [_____] ³ which ordinance is attached hereto for reference only as Exhibit G, and subsequent amendments thereto.

SECTION 3
MUNICIPAL MANAGEMENT DISTRICT

3.1 City Consent to MMD Creation.

(a) On September 9, 2025, the City approved the resolution attached as Exhibit H (the "City TCEQ Consent Resolution") supporting the inclusion of the Property within the proposed MMD and consenting to the creation of the MMD in accordance with the MMD Act, subject to any conditions provided therein. While the City TCEQ Consent Resolution is in effect the City agrees to adopt such further consent resolutions and execute such further documents as may reasonably be necessary by the Developer, the TCEQ, the Attorney General of the State of

² **Note to Draft:** Discuss addition of park/open space exhibits.

³ **Note to Draft:** This will be the PD

Texas, or the MMD to evidence the City's consent consistent with the City TCEQ Consent Resolution.

(b) The City TCEQ Consent Resolution provides that the MMD shall be able to divide into a number of districts pursuant to the terms Section 49.316 of the Texas Water Code and be able to annex or exclude land within the boundary of the MMD or any other district created by the division of the MMD within the boundaries of the MMD without seeking additional consent from the City until such time all MMD Bonds are retired after which dividing the MMD into further districts will require City consent.

3.2 Division. Pursuant to Section 49.316 of the Texas Water Code, the MMD may divide, sequentially from time to time within the original boundaries of the MMD. A new district created by division of the MMD or any subsequently divided District may not at time of creation, contain any land outside of the original boundaries of the original MMD. A new district created by division of the MMD or any subsequent District is subject to the terms and conditions of the MMD Act, City TCEQ Consent Resolution, and this Agreement. Any Districts created by division of the original MMD shall be required to execute the Joinder Agreement at the time of its organizational meeting. Except as otherwise provided herein, any Joinder Agreement entered into pursuant to this Agreement shall not require the approval or consent of the City Staff or City Council but shall include a description of the portion of MMD Improvements that are projected to be constructed and financed by the new district.

3.3 Annexation and Exclusion. The City shall not require further consent for the MMD or any subsequently divided District to annex or exclude land from its boundaries; provided that any such land annexed or excluded must be within the original boundaries of the Property and the request to annex or exclude land outside of the Property shall require the consent of City Council.

3.4 Master District. The Master District intends to acquire, construct, extend, and finance certain of the regional MMD Improvements in stages to meet the needs of the continually developing Property. The Master District plans to finance the cost of acquiring and constructing the MMD Improvements through the issuance of MMD Bonds secured by charges paid by each Participating District and the Master District pursuant to contract from the proceeds of a special ad valorem tax (the "Contract Tax"), charges, or other legally available funds.

3.5 Tax Rate. The maximum tax rate equivalent of the MMD (including debt service taxes, Contract Tax maintenance and operations taxes and assessments) for financial feasibility of an MMD Bond shall not exceed \$0.72 per \$100 of taxable assessed value, unless otherwise agreed to by the Parties.

3.6 MMD Execution of Agreement. The Developer and the City intend that this Agreement shall be binding upon the MMD from and after the date the MMD executes a joinder to this Agreement in substantially the same form as set forth in Exhibit I, attached hereto (the "Joinder Agreement") and made a part hereof. The MMD shall execute such Joinder Agreement at the time of its organizational meeting. Any Districts created by division of the original MMD shall be required to execute such Joinder Agreement at the time of its organizational meeting. Such Joinder Agreement shall specify which of the MMD Improvements set forth on Exhibit N will be maintained by the newly divided District.

(K)

3.7 Dissolution of MMD. The City may dissolve the Districts at any time after all of the Districts have issued MMD Bonds to finance MMD Improvements Costs paid or incurred to construct the MMD Improvements that are required to serve full development of the Property and the Developer has been fully reimbursed for all MMD Improvements Costs. Upon dissolution of any of the Districts, the City shall assume the indebtedness and legal obligations of the MMDs to the extent required by law.

3.8 Elected Board. The TCEQ petition for creation of the MMD shall include a request for an elected Board pursuant to Section 375.0645, Texas Local Government Code.

3.9 Coordination. In order to effectively and efficiently coordinate the development of the Property, the City, MMD and Developer agree to undertake, at a minimum, the actions described in this Article III.

3.10 Initial Board of Directors. The City and Developer agree the initial Board of Directors of the MMD shall be the following:

1. Jana Vinsonhaler
2. Michael Hume
3. Caether Crustinger
4. Juan Valles
5. Michael Sudac

3.11 Director Replacement. During any period prior to a contested election within the MMD, the City and the Developer agree to coordinate recommended replacement directors. Upon determination that a vacancy exists on the Board, the Developer shall provide to the City three names of replacement directors for consideration by the City. The City may either accept or reject the proposed directors. If all proposed directors are rejected, this process will be repeated until a director acceptable to the City is approved. Upon approval of a proposed director, the Developer shall submit such proposed director for consideration and appointment by the MMD Board. In the event the proposed director is not appointed by a majority of the remaining qualified MMD directors, the process shall be repeated. This Section 3.8 shall also apply to any Districts created by division of the MMD prior to a contested election.

3.12 Joint Planning Meeting. A semi-annual utility planning meeting shall be held each year in January and July between the Developer, engineer(s) for the Districts, and the appropriate City staff to coordinate the development status, future utility requirements, and anticipated infrastructure demands within the MMD.

3.13 Provision of MMD Agendas. The City shall be provided with the agenda for all MMD Board meetings, and such meeting agendas shall be posted at City Hall in compliance with the Texas Public Information Act.

3.14 Transparency. Each of the Districts must provide the following information on a publicly available website:

- (a) the name of each member of the governing body of the applicable District;

- District;
- (b) the mailing address, e-mail address, and phone number of the applicable District;
 - (c) contact information for each member of the governing body of the applicable District;
 - (d) the applicable District's budget for the preceding two years;
 - (e) the applicable District's proposed or adopted budget for the current year, including the change in the amount of the applicable District's budget from the preceding year to the current year, by dollar amount and percentage;
 - (f) the amount of property tax revenue budgeted for maintenance and operations for the preceding two years and the current year;
 - (g) the amount of property tax revenue budgeted for debt service for the preceding two years and the current year;
 - (h) the maintenance and operations tax rate for the preceding two years;
 - (i) the debt service tax rate for the preceding two years;
 - (j) the proposed maintenance and operations tax rate for the current year;
 - (k) the proposed debt service tax rate for the current year; and
 - (l) the most recent financial audit.

SECTION 4
MMD IMPROVEMENTS⁴

4.1 **MMD Improvements.** The MMD Improvements and MMD Improvements Cost are subject to change as may be agreed upon by the Developer and the MMD or any of the Districts and, if changed, shall be updated by the Developer and the MMD or any of the Districts consistent with the MMD Act. All approved plats within the Project shall include those MMD Improvements located therein. The Developer shall include any updates to the MMD Improvements with each plat application, which shall be submitted to the Planning and Zoning Commission for consideration and approval concurrently with the submission of each plat. Upon approval by the Planning and Zoning Commission of any plats, this Agreement shall be deemed amended to include such updates to the MMD Improvements.

⁴ **Note to Draft:** This entire section to be discussed with in terms of what projects (water, wastewater, roadway) are required and at what stage.

4.2 Construction, Ownership, and Transfer of MMD Improvements.

(a) Contract Specifications. Developer's engineers shall prepare, or cause the preparation of, and provide the City prior to any preconstruction meeting, contract specifications and necessary related documents for the MMD Improvements.

(b) Construction Standards, Inspections and Fees. Except as otherwise expressly set forth in this Agreement, the MMD Improvements and all other Public Infrastructure required for the development of the Property shall be constructed and inspected, and all applicable fees, including but not limited to Impact Fees (subject to the terms hereof and any applicable credits), permit fees, and inspection fees, shall be paid by Developer, in accordance with this Agreement, the City Regulations, and any other governing body or entity with jurisdiction over the MMD Improvements.

(c) Ownership. As set forth on Exhibit N, all of the MMD Improvements and Public Infrastructure that do not constitute MMD Maintained Improvements or HOA Maintained Improvements shall be owned by the City upon acceptance of them by the City. The Developer agrees to take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the MMD Improvements and Public Infrastructure to the City for public use.

4.3 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and sewer MMD Improvements or any portion thereof, the City shall maintain and operate the water and sewer MMD Improvements and provide retail water and sewer service to all portions of the Property then in the City's water CCN and wastewater CCN sufficient to serve all Living Unit Equivalents at full build out, currently estimated to be 13,555, at sufficient pressure to provide emergency service based on the development schedule attached hereto as Exhibit M.

(b) Upon final inspection, approval, and acceptance of the roadway MMD Improvements required under this Agreement or any portion thereof, the City shall maintain and operate the public roadways and related storm sewer improvements.

(c) Upon final inspection, approval, and acceptance of any MMD Improvements to be owned and/ or maintained by the MMD as set forth on Exhibit N, the MMD shall maintain such MMD Improvements (the "MMD Maintained Improvements").⁵

(d) Developer shall construct all Open Space, Park Space, Trails, Landscaping and Amenities required under the Zoning Ordinance until such time that ownership or maintenance obligations are transferred to the HOA in which event the Developer shall no longer be responsible for the funding or construction of Open Space, Park Space, Trails, Landscaping and Amenities improvements constructed after such transfer. The HOA shall maintain and operate the facilities as set forth on Exhibit N designated as maintained by the HOA (the "HOA Maintained Improvements") including, but not limited to those located within public rights-of-way, MMD

⁵ **Note to Draft:** Discuss universe of MMD and HOA Maintained Improvements and ability of MMD to continue after the bonds have been paid for maintenance purposes.

owned or City-owned property. The City agrees to enter into a license and maintenance agreement with the HOA for the maintenance of the HOA Maintained Improvements that are dedicated to the City and for HOA Maintained Improvements located within public rights-of-way or City-owned property.

4.4 Wastewater/Sanitary Sewer Facilities.

(a) Developer's General Obligations. Developer is responsible for the design, installation, and construction of the wastewater improvements necessary to serve the Property (the "Wastewater Improvements"), including the major Wastewater Improvements as shown on Exhibit D-1 attached hereto. Developer shall be responsible for the dedication of any easements lying within the Property necessary for Wastewater Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City) for all development. The costs of obtaining off-site easements may be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD.

(b) Timing of Developer's Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Developer Wastewater Improvements necessary to serve each phase of the Project. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Offsite Wastewater Lines

(1) Developer is responsible for the design, installation, and construction of the offsite wastewater improvements necessary to serve the Property (the "Offsite Wastewater Improvements"), as shown on Exhibit D-2 attached hereto.

(2) The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way necessary for the Offsite Wastewater Improvements lines set forth on Exhibit D-2. In the event the Developer is unable to obtain the off-site easements or rights-of-way, the City shall be required to obtain such easements or rights-of-way, including the use of the City's eminent domain power; provided that such easements shall be acquired at solely the Developer's cost.

(3) The Parties acknowledge that design of the Offsite Wastewater Improvements has begun and preliminary engineering documents have been provided to the City by the Developer.

(4) Upon receipt of written notice issued by the City as set forth above, the City has ninety (90) days to provide a written request that the Offsite Wastewater Improvements be oversized to account for wastewater flows from outside of the Property. Such written request from the City shall state the amount of excess flows requested by the city and a plan for City participation in financing the engineering, design, inspection, testing and construction costs for the oversized lines. Any costs for an oversized Offsite Wastewater Improvement shall be shared on a pro rata basis based on the amount flows attributable to each party.

(5) Developer shall be eligible for water, and sewer Impact Fee Credits as set forth in the Impact Fee Credits agreement attached hereto as **Exhibit P**.

4.5 Water Facilities.

(a) Developer's General Obligations. Developer is responsible for design, installation, and construction of all water improvements necessary to serve the Property ("Water Improvements"), including: (i) the major Water Improvements as shown on **Exhibit E-1** attached hereto, (ii) two 16" offsite water lines with as shown on **Exhibit E-2** attached hereto, and (iii) an elevated storage tank as shown on **Exhibit E-1** attached hereto. The Developer shall be responsible for the dedication of any easements lying within the Property necessary for Water Improvements (the size and extent of each such easement or other property interest to be reasonably approved by the City). All costs incurred by Developer for obtaining off-site easements shall be included in the applicable MMD Improvement Costs to be reimbursed to the Developer through the MMD.

(b) Timing of General Obligations. Except as otherwise provided herein, Developer shall complete in a good and workmanlike manner all Water Improvements necessary to serve each phase of the Project. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) Timing of Major Water Improvements.

(1) Prior to the final inspection and approval for the first single-family residential lot, the Developer shall construct the 16" and 20" offsite water lines labeled as "Connection #1" and "Connection #2" shown on **Exhibit E-2** attached hereto.

(2) Prior to the City's final inspection and approval for a living unit equivalent above the 650-foot pressure plane, the Developer shall construct or cause to be constructed an elevated storage tank and associated appurtenances, as shown on **Exhibit E-1** attached hereto

(d) Easements and Rights of Way. The Developer shall use its commercially reasonable efforts to secure off-site easements and rights of way necessary for the offsite water lines set forth on **Exhibit E-2**. In the event the Developer is unable to obtain the off-site easements or rights-of-way, the City shall be required to obtain such easements or rights-of-way, including the use of the City's eminent domain power; provided that such easements shall be acquired at solely the Developer's cost.

4.6 Roadway Facilities.

(a) Developer's General Obligations.

(1) The Developer is responsible for the design, installation, and construction of all roadway facilities required to serve the Property (the "Roadway Improvements"). The major Roadway Improvements required for the first phase of development of the Property is shown on **Exhibit F-1, Exhibit F-2, Exhibit F-3** and **Exhibit F-4** attached

hereto. Future roadway improvements shall be dictated by traffic impact analyses that are completed in for each increment of approximately 1,000 residential lots, or such other combination of residential and non-residential land uses generating a comparable volume of traffic and **Exhibit F-1, Exhibit F-2, Exhibit F-3 and Exhibit F-4** may be amended from time to time solely with approval of the City Manager and Developer to reflect the Roadway Improvements dictated by such future traffic impact analyses. The design of all Roadway Improvements shall be approved by the City in advance of the construction of same.

(2) Prior to the issuance of a final permit on the first home constructed within development, an access route shall be provided throughout the overall development from IH-35E to an existing curb cut in FM 875 at the approximate location shown on **Exhibit F-5**, the Fire Access Easement. The access route shall be provided by means of public street, fire lane, temporary all-weather access, or a combination thereof. The final alignment of the access route shall be coordinated with the City’s Fire Marshal prior to the commencement of construction and periodically throughout the life of development.

(b) **Timing of General Obligations.** Except as otherwise provided herein, Developer shall complete, in a good and workmanlike manner, construction of all roadway facilities and related Roadway Improvements necessary to serve such phase of the Project in accordance with construction plans approved by the City. Thereafter, the roads shall be conveyed to the City for ownership and maintenance. The Parties acknowledge that the Property may be developed in phases, and the plats to be submitted to the City for approval may likewise be phased. If deemed necessary, Developer may submit a replat or amending plat for all or any portions of the Property in accordance with applicable law.

(c) **Rights of Way.** The Developer agrees to dedicate or cause to be dedicated to the City or applicable agency, free of liens, claims and encumbrances, the rights of way within the Property for F.M 875, F.M. 1446, and the Greenway Arterial at the widths shown on **Exhibit F-3** attached hereto; subject to the right of the Developer to be reimbursed for such rights-of-way by the MMD; provided, however, Developer shall not be reimbursed for right-of-way dedications that are both shown on the 2024 Waxahachie Thoroughfare Plan and are roughly proportional to offset the impact of development from the Property.

4.7 **Impact Fees.**

(a) **Impact Fees.** Water, sewer, and roadway Impact Fees for the Project shall be assessed at the rates adopted by the City Council in effect at the time the plat for a given phase of the Project is recorded in the Property Records and collected upon the issuance of a building permit for each lot within the Property.

(b) **Impact Fee Credits.** Developer shall be eligible for water, sewer, and roadway Impact Fee Credits as set forth in **Exhibit O.**

4.8 **Payee Information.** With respect to any and every type of payment/remittance due to be paid at any time by the City to Developer after the Effective Date under this Agreement, the name and delivery address of the payee for such payment shall be:

[]

Developer may change the name of the payee and/or address set forth above by delivering written notice to the City designating a new payee and/or address or through an assignment of Developer's rights hereunder.

4.9 MMD Initial Capital Improvement Plan. Developer's proposed initial 5-year MMD Capital Improvement Plan includes the MMD Improvements and MMD Bonds to be undertaken by the MMD is attached as Exhibit J-1 and Exhibit J-2.

SECTION 5
PUBLIC IMPROVEMENT DISTRICT

5.1 PID Assessments. As of the Effective Date of this Agreement, the Property is located in whole or in part in the PID. The City agrees that if it receives a property owner petition meeting the requirements of Section 372.011 of the Local Government Code the City will promptly call a public hearing on the dissolution of the PID. Developer acknowledges that pursuant to the same statute that notwithstanding any dissolution the PID shall remain in effect for the purpose of meeting obligations of indebtedness for improvements, if any. The City also agrees to take reasonable best efforts to terminate any agreements between the City and the PID as it relates to the Property.

SECTION 6
ADDITIONAL OBLIGATIONS AND AGREEMENTS

6.1 Administration of Construction of Public Infrastructure. Subject to the terms of this Agreement including reimbursement, the Parties agree that Developer and/or the MMD will be solely responsible for the construction of all Public Infrastructure. .

6.2 Mandatory Homeowners Association.

(a) The Developer will, create the HOA, which shall be mandatory and shall levy and collect from homeowners annual fees in an amount calculated to maintain the HOA owned improvements within the Project. Common areas, including, but not limited to, all landscaped entrances to the Project and right-of-way landscaping and signage, shall be maintained solely by the HOA. Maintenance of public rights-of-way, landscaping, and signage by the HOA shall comply with City Regulations.

(b) The Developer agrees to include a provision in the conditions, covenants, and restrictions for the HOA restricting the use of short-term rentals, as defined in Section 6.5 below, within the Project.

6.3 Zoning. The City has zoned the portion of the Property currently within the City limits as a planned development district in accordance with the Zoning Ordinance attached hereto as **Exhibit G**, which is attached hereto for reference purposes only.

6.4 Manufactured Home.

(a) Residence. Notwithstanding any other provision of this Agreement or the Development Standards to the contrary, upon and after the Effective Date of this Agreement, one (1) HUD-certified manufactured home may be located within the boundaries of each of the Districts; provided, however, such manufactured home must be removed within two hundred seventy (270) days from the date of such installation. The manufactured home permitted by this Agreement (a) is not required to be located on a platted lot; (b) does not require a building permit; (c) does not require a certificate of substantial completion; (d) does not otherwise have to comply with the Development Standards; (e) does not require any permit or other approval from the City. The manufactured home permitted by this Agreement shall have a water service (well water is acceptable) and sewer service which will require an inspection; and, shall obtain a permit and design by a professional sanitarian, if a septic system is proposed. **[Note to Waxahachie: this language is identical to the Myrtle Creek Development Agreement]**

6.5 Prohibition on Short-Term Rentals, Accessory Dwelling Units and Hourly Rentals of Property.

(a) Developer agrees that all Property in the MMD shall contain a deed restriction or other real property covenant providing that at no time shall any of the Property be used, allowed to be used, or made available or offered for use as a short-term rental or as an hourly rental of residential property. The foregoing uses of and activities on any of the Property are expressly prohibited. For purposes of this Paragraph, (1) "short-term rental" shall mean a residential property, including a single-family dwelling or a unit in a condominium, cooperative, mixed use development, or timeshare, that is rented wholly or partly for a fee for a period not longer than thirty (30) consecutive days. A short-term rental shall not include a hotel, motel, bed and breakfast homes, bed and breakfast inns, or rentals made for less than thirty (30) days upon the sale of a residential dwelling when the tenancy is by the former owner; and (2) "hourly rental of residential property" shall mean a feature or facility that is part of a residential property, including a single-family dwelling or a unit in a condominium, cooperative, mixed-use development or timeshare, and is rented for a period of less than fifteen (15) hours and for a purpose other than providing sleeping accommodations to the lessee.

(b) Notwithstanding the foregoing, "Stay and Play Residences" shall be permitted. For the purposes of this paragraph (1)(b) a "Stay and Play Residence" are Active Adult housing types that are used for the "Stay and Play Getaway Program" which is an allowed use in the Active Adult District (as defined in the Zoning Ordinance) and is hereby used to describe a program where potential purchasers of active adult residential units are allowed to stay at and enjoy residential units at the Property on a short-term basis prior to making a purchasing decision. This program generally provides the potential buyers with usage of a residential unit, golf cart, dining, and access to all amenities and events. Upon buildout and completion of the community, the residential units utilized for this program will be sold similar to the other residential units within the Property. In order to distinguish the Stay and Play program from short term rentals, the stay

and play residences must conform to the provisions set forth in Section 5.3.4 of the Zoning Ordinance.

(c) Accessory Dwelling Units are allowed as set forth in the Zoning Ordinance.

6.6 Building Materials and Architectural Standards.

(a) Following the execution of this Agreement by the Parties, for any structure built on the Property, Developer shall comply with the applicable building construction materials and architectural standards contained in **Exhibit K**, attached hereto and incorporated by reference for single family, cluster, and build-for-rent homes. Development of multifamily buildings shall comply with the City applicable standards in effect when applications for those buildings are submitted to the City. The Parties specifically agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Other than as set forth in **Exhibit K**, nothing in this Agreement shall be deemed to modify or otherwise amend any zoning or other regulation duly adopted by the City, previously or in the future.

(b) Developer shall not use copper cladded aluminum electrical wiring in homes within the Property.

6.7 Annexation. The Developer agrees that upon Developer's acquisition of the ETJ Parcel this Agreement shall serve as a voluntary petition to annex the ETJ Parcel into the City's municipal boundaries

6.8 Conflicts. In the event of any direct conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline, or other city-adopted or City enforced requirement, whether existing on the Effective Date or thereafter adopted, this Agreement, including its exhibits, as applicable, shall control. In the event of a conflict between the Concept Plan and the Development Standards, the Development Standards shall control to the extent of the conflict.

6.9 Compliance with City Regulations. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with City Regulations unless expressly stated to the contrary in this Agreement. City Regulations shall apply to the development and use of the Property unless expressly set forth to the contrary in this Agreement.

6.10 Public Infrastructure, Generally. Except as otherwise expressly provided for in this Agreement, Developer or the MMD shall provide all Public Infrastructure necessary to serve the Project, including streets, utilities, drainage, sidewalks, parks, trails, street lighting, street signage, and all other required improvements without oversizing. The City shall reimburse the Developer for oversizing Public Infrastructure in accordance with the terms of this Agreement. Developer or the MMD shall cause the installation of the Public Infrastructure within all applicable time frames in accordance with the City Regulations unless otherwise established in this Agreement.

Developer shall provide engineering studies, plan/profile sheets, and other construction documents at the time of platting as required by City Regulations. Such plans must be approved by the City's engineer or his or her agent prior to the recording of a plat. Construction of any portion of the Public Infrastructure shall not be initiated until a pre-construction conference with a City representative has been held regarding the proposed construction. No plat may be recorded in the Real Property Records until appropriate surety for public improvements has been provided pursuant to Chapter 33, Appendix C Section 1.2 of the Waxahachie, Texas Code of Ordinances. For the avoidance of doubt, nothing in this Section 6.11 shall be construed to prevent the City from participating in the costs for or constructing Public Infrastructure within the Property for the purposes of oversizing public infrastructure to serve areas outside of the Property.

6.11 Maintenance Bonds. For each construction contract for any part of the Public Infrastructure for which the City will be responsible for the future maintenance, Developer, or Developer's contractor, must execute a maintenance bond in accordance with applicable City Regulations that guarantees the costs of any repairs that may become necessary to any part of the construction work performed in connection with the Public Infrastructure, arising from defective workmanship or materials used therein, for a full period of two (2) years from the date of final acceptance of the Public Infrastructure constructed under such contract.

6.12 Inspections, Acceptance of Public Infrastructure, and Developer's Remedy.

(a) Inspections, Generally. The City shall have the right to inspect, at any time, the construction of all Public Infrastructure necessary to support the Project, including water improvements, wastewater/sanitary sewer, drainage, roads, streets, alleys, public park facilities, electrical, and streetlights and signs. The City's inspections and/or approvals shall not release Developer from its responsibility to construct, or cause the construction of, adequate MMD Improvements and Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property.

(b) Acceptance; Ownership. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City. Acceptance of Public Infrastructure by the City shall be evidenced in a writing issued by the City Manager or his designee.

(c) Approval of Plats/Plans. Approval by the City, the City's engineer, or other City employee or representative of any plans, designs, or specifications submitted by Developer pursuant to this Agreement or pursuant to applicable City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its engineer, employees, officers, or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. In accordance with Chapter 245, all development related permits issued for the Project, including each plat, shall remain valid for two years from date of approval and shall not thereafter expire so long as progress has been made toward completion of the Project. Upon recordation of the first plat for the Project, the Project

shall not expire for the duration of this Agreement, provided that the Developer shall be required to finalize improvements in each phase of the Development in accordance with subdivision ordinance adopted by the City.

(d) Timing for Approvals

(1) The City acknowledges that the pace of development for the Project shall exceed what has been the standard procedure for the City.

(2) The City shall employ sufficient staff or hire sufficient third-party reviewers to ensure that the timeline for review of any residential building plans for the Project do not exceed twenty-one (21) days between the date of submittal for the issuance of a building permit and the issuance of such building permit by the City. If the City does not retain enough reviewers such that the building plan reviews are not able to be completed on the timeline described herein, Developer shall have the right, at its sole expense, to immediately retain any licensed third-party plan reviewer agreed upon by the City and Developer to complete any such plan reviews which shall be deemed acceptable by the City. City shall provide a credit towards permitting fees to the Developer in an amount equal to the cost of the permit whenever a third-party reviewer is engaged; provided that the City shall not be responsible to pay the costs of any third-party reviewer outside of granting the credit towards permitting fees.

(3) The City shall employ sufficient staff or hire sufficient third-party reviewers to ensure that the timeline for review of initial civil construction plans, including site plans for commercial and multifamily projects, for the Project does not exceed twenty-eight (28) days between the date of submittal for the issuance of comments to ensure compliance with City ordinances. Upon resubmittal of revisions to the comments from Developer or Developer's engineer, the City shall have an additional 15 days to review the revisions requested by the City and to provide approval of same provided the revisions are acceptable to the City. If the City does not retain enough reviewers such that the plan reviews are not able to be completed on the timeline described herein, Developer shall have the right, at its sole expense, to immediately retain any licensed third-party plan reviewer agreed upon by the City and Developer to complete any such plan reviews which shall be deemed acceptable by the City. City shall provide a credit towards permitting fees in an amount equal to the cost of the permit whenever a third-party reviewer is engaged; provided that the City shall not be responsible to pay the costs of any third-party reviewer outside of granting the credit towards permitting fees..

6.13 Insurance. Developer or MMD or its contractor(s) shall acquire and maintain, during the period of time when any of the Public Infrastructure is under construction (and until the full and final completion of the Public Infrastructure and acceptance thereof by the City): (a) workers compensation insurance in the amount required by law; and (b) commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under any indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than \$1,000,000.00. Such insurance shall also cover any and all claims which might arise out of the Public Infrastructure construction contracts, whether by Developer, a contractor, subcontractor, material man, or otherwise. Coverage must be on a "per occurrence" basis. All such insurance shall: (i) be issued by a carrier that is rated "A-1" or better by A.M. Best's Key Rating Guide and

licensed to do business in the State of Texas; and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Upon the execution of Public Infrastructure construction contracts, Developer or the MMD shall provide to the City certificates of insurance evidencing such insurance coverage together with the declaration of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

6.14 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER, INCLUDING ITS RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY COVENANT AND AGREE TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, AGENTS, REPRESENTATIVES, SERVANTS AND EMPLOYEES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL THIRD-PARTY CLAIMS, SUITS, JUDGMENTS, DAMAGES, AND DEMANDS (TOGETHER, "CLAIMS") AGAINST THE CITY OR ANY OF THE RELEASED PARTIES, WHETHER REAL OR ASSERTED INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEY'S FEES, RELATED EXPENSES, EXPERT WITNESS FEES, CONSULTANT FEES, AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OR OTHER WRONGFUL CONDUCT OF THE DEVELOPER, INCLUDING THE NEGLIGENCE OF ITS RESPECTIVE EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, MATERIAL MEN, AND/OR AGENTS, IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY PUBLIC INFRASTRUCTURE THAT ARE REQUIRED OR PERMITTED UNDER THIS AGREEMENT. **THE DEVELOPER SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S CONCURRENT, CONTRIBUTORY, OR SOLE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT NEGLIGENCE OF THE DEVELOPER AND THE CITY, THE DEVELOPER'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE DEVELOPER'S OWN PERCENTAGE OF RESPONSIBILITY.

6.15 Status of Parties. This Agreement does not create a joint enterprise or venture or employment relationship between the City and Developer.

6.16 Vested Rights. This Agreement shall constitute a "permit" (as defined in Chapter 245) that is deemed filed with the City on the Effective Date.

6.17 Conveyances for Public Facilities.

(a) The Developer agrees to dedicate or cause to be dedicated to the City, at no cost to the City, a maximum of 10 acres to accommodate municipal needs (the "Civic Sites"). The location of the Civic Sites shall be mutually agreed to by the Developer and the City prior to such dedication when the City identifies a specific need.

6.18 CCN. The portion of the Property shown on Exhibit L is currently within the boundaries of the Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN. The City agrees to include that portion of the Property within the boundaries of the City's water and sewer CCN after removal of such portion

from the Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN and cooperate with Developer to execute any documents required for the decertification of the Property from the Sardis-Lone Elm Water Service Corporation and Buena Vista-Bethel Water Service Corporation CCNs. Developer shall be responsible for all costs associated with the decertification from Sardis-Lone Elm Water Service Corporation water CCN and the Buena Vista-Bethel Water Service Corporation water CCN.

6.19 Waxahachie-Midlothian Trail Reserve Design and Conveyance Criteria

(a) The Waxahachie Midlothian Trail Reserve is to be designated as a regional park and is to be dedicated in segments to the City of Waxahachie. The park improvements shown on **Exhibit O** shall be conveyed or dedicated to the City at no cost or expense to the City. Developer and City shall coordinate for phased dedication of the parkland to the City as development occurs. Trails and amenities within the conveyed property will be constructed by the Developer and generally comply with Exhibit F of the Zoning Ordinance and shall include amenities in accordance with Section 6.3.4.2 of the Zoning Ordinance describing requirements for the Waxahachie Regional Park.

(b) The portion of the parkland described as the “Initial Conveyance” on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City. Subject to issuance of permits from agencies having jurisdiction, this segment shall be completed by Developer no later than one year after permits are issued for construction of the segment but not prior to when the segment being built by the City is completed and open to the public from Getzendaner Park to where it connects to the Property.

(c) The portion of the parkland described as the “Second Conveyance” on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City. The “Second Conveyance” shall be described as a “Waxahachie-Midlothian Trail Reserve” on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(d) The portion of the parkland described as the “Third Conveyance” on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City.. The “Third Conveyance” shall be described as a “Waxahachie-Midlothian Trail Reserve” on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(e) The portion of the parkland described as the “Fourth Conveyance” on **Exhibit O** shall be dedicated by the Developer to the City within ninety (90) days of completion

of the final inspection and issuance of the final certificate of completion by the City, provided that such request shall not be made until 50 percent of the homes platted in the immediately adjacent phase have received final inspections by the City. The "Fourth Conveyance" shall be described as a "Waxahachie-Midlothian Trail Reserve" on the final and recorded plat for the adjacent residential area and conveyance shall be done via deed once the threshold set forth above is met; provided that Developer may reserve any easements as required for the conveyance of dry or wet utilities required to service the Property.

(f) Developer shall be responsible for constructing the portion of the trail shown on **Exhibit O** to the specifications set forth in cross section attached hereto as **Exhibit O**. Clearing of trees shall follow the provisions related to trees set forth in the Zoning Ordinance.

6.20 **Construction of Welcome Center and Model Homes.** Permits for model homes and the Welcome Center may be issued only after plats for lots for these structures are approved and fire protection access, as approved by the Fire Chief, is installed; provided, however, the permits for the model homes and Welcome Center may be issued prior to the completion of other subdivision improvements required under the City's Subdivision Ordinance.

6.21 **Fire Station.** Developer agrees that each living unit equivalent within the Property shall be assessed a one-time fee, to be paid at the time of payment of Impact Fees for a given lot, to pay for a fire station to be located within the Property necessitated by development of the Property, provided however that common area amenities are exempt from this fee:

<u>USE</u>	<u>ASSESSMENT</u>
<u>Single family Residential</u>	<u>\$750.00/unit</u>
<u>Multifamily Residential</u>	<u>\$500.00/unit</u>
<u>Retail/Commercial</u>	<u>\$ 0.75/sq ft</u>
<u>Office</u>	<u>\$.75/sq ft</u>

SECTION 7
EVENTS OF DEFAULT; REMEDIES; MEDIATION

7.1 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given. Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief.

7.3 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 prior to any Party instituting litigation.

SECTION 8
ASSIGNMENT; ENCUMBRANCE

8.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The agreements of the City with respect to the regulations applicable to the ETJ portion of the Property shall not be assignable but shall be benefits and obligations for compliance that run with the land. The other obligations, requirements, or covenants to develop the Property subject to this Agreement shall be freely assignable by Developer, in whole or in part, to any affiliate or related entity of Developer, any lienholder on the Property, or the MMD, without the prior written consent of the City and the MMD or any of the Districts if the MMD joins in this Agreement. Except as otherwise provided in this paragraph, the obligations, requirements or covenants to the development of the Property shall not be assigned, in whole or in part, by Developer to a non-affiliate or non-related entity of Developer without the prior written consent of the City Manager, subject to the advice and written consent of the Mayor, which consent shall not be unreasonably withheld, conditioned, or delayed. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. 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 unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

8.2 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance herewith shall be considered a "Party" for the purposes of this Agreement. Any assignee named in an assignment under Section 8.1 hereof shall be deemed to be a "Developer" and have all of the rights and obligations of Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest with the exception of the City and an End User.

8.3 Third Party Beneficiaries. Except as otherwise provided herein, this Agreement inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

8.4 Notice of Assignment. Subject to Section 8.1 of this Agreement, the following requirements shall apply in the event that Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement: (i) Developer must provide written notice to the City and the MMD to the extent required under Section 8.1; (ii) said notice must describe the extent to which any rights or benefits under this Agreement will be sold, assigned, transferred, or otherwise conveyed; (iii) said notice must state the name, mailing address, telephone contact information, and, if known, email address, of the person(s) that will acquire any rights or benefits as a result of any such sale, assignment, transfer or other conveyance; and (iv) said notice must be signed by a duly authorized person representing Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment, transfer or other conveyance.

SECTION 9 RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments thereto and assignments hereof shall be recorded in the Real Property Records. This Agreement binds and constitutes a covenant running with the Property and, upon the Effective Date, is binding upon Developer, the MMD and the Districts if the MMD has executed as joinder, and the City, and forms a part of any other requirements for development within the Property. This Agreement, when approved by the governing body of the City, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property.

9.2 Estoppel Certificates. From time to time, upon written request of Developer, the MMD or any future owner, the City Manager, or his/her designee will, in his/her official capacity and to his/her reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an owner under this Agreement that are in default.

SECTION 10 GENERAL PROVISIONS

10.1 Term. This agreement shall be effective for a term of forty-five years from the Effective date. In so far as the MMD is bound by this Agreement, the term of this Agreement applicable to the MMD shall continue for the entire life of the MMD or forty-five (45) years, which ever is less. In so far as the Developer is bound by this Agreement to construct Public Infrastructure, this Agreement shall bind the Developer until the completion of construction, acceptance by the City or MMD, as appropriate, and completion of the maintenance bond period for all Public Infrastructure required to serve the Property.

10.2 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) reflect the final intent of the Parties with regard to the subject matter of this Agreement; and (d) are fully incorporated into this Agreement for all purposes. 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.

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10.3 Acknowledgments. In negotiating and entering into this Agreement, the Parties respectively acknowledge and understand that:

(a) Developer's obligations hereunder are primarily for the benefit of the Property;

(b) the improvements to be constructed and the open space dedications and donations of real property that Developer is obligated to set aside and/or dedicate under this Agreement will benefit the Project by positively contributing to the enhanced nature thereof, increasing property values within the Project, and encouraging investment in and the ultimate development of the Project;

(c) the MMD Improvements will benefit the City and promote state and local economic development, stimulate business and commercial activity in the City for the development and diversification of the economy of the state, promote the development and expansion of commerce in the state, and reduce unemployment or underemployment in the state;

(d) the MMD Improvements are public improvements and the MMD Improvements set forth as to be dedicated to the City on **Exhibit N** shall be dedicated to the City in accordance with the MMD Act;

(e) nothing contained in this Agreement shall be construed as creating or intended to create a contractual obligation that controls, waives, or supplants the City Council's legislative discretion or functions with respect to any matters not specifically addressed in this Agreement;

(f) pursuant to Section 395.023, Texas Local Government Code, Developer shall be entitled to Impact Fee Credits against roadway and utility Impact Fees for Capital Improvement Costs incurred in connection with collector or arterial roadways shown on the City's master thoroughfare plan (or comparable planning document) regardless of whether the particular collector or arterial roadway is designated on the City's roadway CIP.

10.4 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when delivered personally or upon the expiration of 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:

City of Waxahachie, Texas
Attn: City Manager
Waxahachie City Hall
401 S. Rogers Street
Waxahachie, Texas 75165

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With a copy to:

Terrence S. Welch
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

To Developer:

Mr. Theodore Neuweiler
Division President Acquisitions & Development
Minto Communities Texas, LLC
4042 Park Oaks Blvd, #450
Tampa, FL 33610

To the MMD:

City of Waxahachie Municipal Management District
No. 1
4514 Cole Ave., Suite 1400
Dallas, TX 75205
Attn: Sanjay Bapat

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

10.5 Interpretation. Each Party has been actively involved in negotiating this Agreement. Accordingly, a rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.6 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.7 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that each individual executing this Agreement on behalf of Developer has been duly authorized to do so. The MMD, if it executes a joinder, represents and warrants that this Agreement has been approved by appropriate action of MMD, and that each individual executing this Agreement on behalf of MMD has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions.

10.8 Limited Waiver of Immunity. The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability) as it relates to this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement, or any party that may be construed to be a third-party beneficiary to this Agreement.

10.9 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.10 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Ellis County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Ellis County District Court.

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

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

10.13 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.14 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the Parties expressly amending the terms of this Agreement. By entering into this Agreement, any previous agreements or understanding between the Parties relating to the same subject matter are null and void.

10.15 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

10.16 Anti-Boycott Verification. Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.16 shall survive termination of the Agreement until the statute of limitations has run.

10.17 Verification under Chapter 2252, Texas Government Code. Developer hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.17 shall survive termination of the Agreement until the statute of limitations has run.

10.18 No Discrimination Against Fossil-Fuel Companies. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy

companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.18 shall survive termination of the Agreement until the statute of limitations has run.

10.19 No Discrimination Against Firearm Entities and Firearm Trade Associations. Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 10.19 shall survive termination of the Agreement until the statute of limitations has run.

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

- Exhibit A Metes and Bounds Description of the Property
- Exhibit B Depiction of the Property
- Exhibit C Concept Plan
- Exhibit D-1 Map of Wastewater Improvements – General
- Exhibit D-2 Map of Wastewater Improvements – Offsite Wastewater Improvements
- Exhibit E-1 Map of Water Improvements – General
- Exhibit E-2 Map of Water Improvements – Offsite Water Lines
- Exhibit F-1 Map of Roadway and Drainage Improvements
- Exhibit F-2 Roadway Cross-sections
- Exhibit F-3 Future Roadways and ROW Dedications and Roadway Commitments
- Exhibit F-4 Brookside Road Exhibit
- Exhibit F-5 FM 875 Fire Access Easement Exhibit
- Exhibit G PD Ordinance
- Exhibit H City TCEQ Consent Resolution
- Exhibit I Form of MMD Joinder Agreement
- Exhibit J-1 MMD Initial Capital Improvements Plan - Map
- Exhibit J-2 MMD Initial Capital Improvements Plan - Costs
- Exhibit K Design Requirements

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- Exhibit L Portion of Property within [_____] CCN
- Exhibit M Project Phasing
- Exhibit N MMD/HOA/City Maintenance Exhibit
- Exhibit O Regional Parks and Midlothian-Waxahachie Trail Dedication
- Exhibit P Impact Fee Credit Agreement

[SIGNATURES PAGES AND EXHIBITS FOLLOW;
REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF WAXAHACHIE, TEXAS

By: _____
Name: Billie Wallace
Title: Mayor
Date: _____

STATE OF TEXAS §
COUNTY OF ELLIS §

This instrument was acknowledged before me on this ___ day of _____ 2025, by Billie Wallace, Mayor of the City of Waxahachie, Texas, on behalf of said City.

Notary Public, State of Texas

[SEAL]

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DEVELOPER:

[____],
a [____] [_____]

By: _____
Name: Theodore Neuweiler
Title: Division President Acquisitions and Development

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2025 by [____],
[____] of [____], a [____] [_____], as the [____] of [____], a [____]
[____], on behalf of said entity.

Notary Public in and for the State of Texas

[SEAL]

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EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

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Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 3,166.6000 ACRES (137,937,290 SQUARE FEET) OUT OF THE JOHN BARKER SURVEY, ABSTRACT NO. 40, THE ELIJAH BELLOW SURVEY, ABSTRACT NO. 101, THE JONATHAN E. PRINCE SURVEY, ABSTRACT NO. 845, THE JOHN FIFER SURVEY, ABSTRACT NO. 351, THE MEREDITH MYERS SURVEY, ABSTRACT NO. 714, THE BENJAMIN WILTSHIRE SURVEY, ABSTRACT NO. 1132, THE E. H. BELCHER SURVEY, ABSTRACT NO. 143, AND THE JESSE J. DAVIDSON SURVEY, ABSTRACT NO. 302, ALL IN ELLIS COUNTY, TEXAS, AND BEING:

- (1) ALL OF A CALLED 1040.641 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532148 OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED .5877 ACRE TRACT (DESCRIBED AS PARCEL 2) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610103 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),
- (2) ALL OF A CALLED 117.601 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532149 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),
- (3) ALL OF A CALLED 141.254 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1532150 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NOS. 1602022, 1602918, 1604532, 1606287, 1607796 AND 1611882 (O.P.R.E.C.T.),
- (4) ALL OF A CALLED 6.035 ACRE TRACT (DESCRIBED AS TRACT 1) CONVEYED TO WALTON TEXAS, LP, AND WALTON TX DALLAS KEMP RANCH LP 1, LP, IN DOCUMENT NO. 2326832 (O.P.R.E.C.T.),
- (5) ALL OF A CALLED 151.499 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1616460 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "A" (TO FOLLOW);
- (6) ALL OF A CALLED 182.727 ACRE TRACT (DESCRIBED AS TRACT 1-C) AND A CALLED 99.991 ACRE TRACT (DESCRIBED AS PARCEL 3) CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515578 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (TO FOLLOW);

- (7) ALL OF A CALLED 398.282 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1515579 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "B" (TO FOLLOW);
- (8) A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO UNITED PRESBYTERIAN HOMES OF THE SYNOD OF TEXAS, RECORDED IN VOLUME 406, PAGE 205, OF THE OFFICIAL PUBLIC RECORDS OF ELLIS COUNTY, TEXAS
- (9) ALL OF A CALLED 681.000 ACRE TRACT CONVEYED TO WALTON TEXAS, LP, IN DOCUMENT NO. 1526274 (O.P.R.E.C.T.), SAVE AND EXCEPT A CALLED 0.5506 ACRE TRACT (DESCRIBED AS PARCEL 1) CONVEYED TO THE STATE OF TEXAS IN DOCUMENT NO. 1610102 (O.P.R.E.C.T.), AN INTEREST IN WHICH WAS CONVEYED TO THE PARTIES LISTED IN APPENDIX "C" (TO FOLLOW); SAID 3166.6 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning, at a point in the south right-of-way line of east farm to market road 875 (80' right-of-way), and being at the northeast corner of a called 1.725 acre tract conveyed to Patricia L. Knight in volume 2273, page 384 (O.P.R.E.C.T.), and being a corner in the north line of said Walton 681.000 acre tract, for the northwest corner and point of beginning hereof;

Thence, with the south right-of-way line of said E FM 875 and the north line of said Walton 681.000 acre tract, the following two (2) courses and distances:

- 1) N59°54'03"E, a distance of 465.63 feet to a point for an angle point hereof, and
- 2) N59°21'46"E, a distance of 3.64 feet to a point for an angle point hereof, said point being at the west corner of said 0.5506 acre state of Texas tract;

Thence, leaving the north line of said Walton 681.000 acre tract, over and across said Walton 681.000 acre tract, with the south right-of-way line of said E FM 875 and the south line of said 0.5506 acre state of Texas tract, the following three (3) courses and distances:

- 1) N73°02'53"E, a distance of 136.59 feet to a point for an angle point hereof,
- 2) N58°55'47"E, a distance of 616.79 feet to a point for an angle point hereof, and
- 3) N49°53'50"E, a distance of 111.30 feet to a to a point for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5506 acre state of Texas tract, and being in the north line of said Walton 681.000 acre tract;

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Thence, continuing with the south right-of-way line of said E FM 875, in part with the north line of said Walton 681.000 acre tract, and in part with the north line of said Walton 1040.641 acre tract, the following three (3) courses and distances:

- 1) Along the arc of a curve to the right, whose radius is 920.72 feet, whose arc length is 276.25 feet and whose chord bears N77°44'36"E, a distance of 275.22 feet to a point for an angle point hereof,
- 2) N86°18'23"E, passing at a distance of 1,981.94 feet, a 1/2-inch iron rod with illegible cap found at the common north corner of said Walton 681.000 acre and 1040.641 acre tracts, and continuing for a total distance of 2836.42 feet to a point for a non-tangent point of curvature hereof, and
- 3) Along the arc of a curve to the left, whose radius is 1504.82 feet, whose arc length is 358.26 feet and whose chord bears N79°30'37"E, a distance of 357.41 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof, said point being at the west corner of said 0.5877 acre state of Texas tract;

Thence, leaving the north line of said Walton 1040.641 acre tract, over and across said Walton 1040.641 acre tract, with the south right-of-way line of said E FM 875 and the south line of said 0.5877 acre state of Texas tract, the following four (4) courses and distances:

- 1) N82°00'35"E, a distance of 204.67 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof,
- 2) N72°12'49"E, a distance of 286.39 feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) N72°43'49"E, a distance of 212.73 feet to a calculated point (that falls inside a utility pole) for an angle point hereof, and
- 4) N67°29'44"E, a distance of 236.32 feet to a mag nail with "LTRA" washer found for a non-tangent point of curvature hereof, said point being at the east corner of said 0.5877 acre state of Texas tract, and being in the north line of said Walton 1040.641 acre tract;

Thence, continuing with the south right-of-way line of said E FM 875, with the north line of said Walton 1040.641 acre tract, the following five (5) courses and distances:

- 1) Along the arc of a curve to the right, whose radius is 2251.83 feet, whose arc length is 113.82 feet and whose chord bears n80°21'43"E, a distance of 113.81 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof,
- 2) N81°52'50"E, a distance of 122.75 feet to a 5/8-inch iron rod with "TXDOT" cap found for a non-tangent point of curvature hereof,
- 3) Along the arc of a curve to the right, whose radius is 587.69 feet, whose arc length is 79.53 feet and whose chord bears n85°40'58"E, a distance of 79.47 feet to a 5/8-inch iron rod with "TXDOT" cap found for an angle point hereof,
- 4) N89°38'08"E, a distance of 1554.82 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
- 5) Along the arc of a curve to the left, whose radius is 1931.89 feet, whose arc length is 119.98 feet and whose chord bears n87°43'32"E, a distance of 119.96 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for the northeast corner hereof, said point being at the intersection of the southwest

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right-of-way line of the union pacific railroad (right-of-way varies) with the south line of said E FM 875, and being the northeast corner of said Walton 1040.641 acre tract;

Thence, with the southwest right-of-way line of said Union Pacific railroad and the northeast line of said Walton 1040.641 acre tract, the following four (4) courses and distances:

- 1) S 31°23'18"E, a distance of 1239.44 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a point of curvature hereof,
- 2) Along the arc of a curve to the left, whose radius is 1959.88 feet, whose arc length is 1199.91 feet and whose chord bears S48°55'56"E, a distance of 1181.26 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof,
- 3) S 06°43'05"W, a distance of 41.41 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for a non-tangent point of curvature hereof, and
- 4) Along the arc of a curve to the left, whose radius is 1999.88 feet, whose arc length is 481.69 feet and whose chord bears S73°43'48"E, a distance of 480.52 feet to a 1/2-inch iron rod with "Goodwin & Marshall" cap found for an angle point hereof, said point being at the northwest corner of a called 130 tract conveyed of United Presbyterian Homes of the SYNOD of Texas in volume 460, page 200 of the deed records of Ellis County, Texas (D.R.E.C.T.), and being the northeast corner of said Walton 1040.641 acre tract;

thence with the north line of said united presbyterian homes of the synod of Texas tract the following two (2) courses and distances

S 89°04'53"E, a distance of 725.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S88°24'52"E, a distance of 307.01 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

Thence N59°07'34"E, along the north line of said united tract, over and across said abandoned road, a distance of 86.11 feet to a 3/8" iron rod found for corner in the north line of said united tract, the common south line of a tract of land described in deed to Jose and Enriqueta Lopez, recorded in Instrument No. 1831559, O.P.R.E.C.T, in the called north line of said abandoned road;

Thence along the northeast lines of said united tract, the common southwest lines of said Lopez tract and the called north lines of said abandoned road, as follows:

S69°52'26"E, a distance of 190.28 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S82°22'26"E, a distance of 250.00 feet to a 5/8" iron rod found for corner;

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S12°52'26"E, a distance of 91.67 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S25°26'58"E, a distance of 269.07 feet to a 3/8" iron rod found for corner;

Thence S59°33'30"W, along a north line of said United tract a south line of said Lopez and across said abandoned road, a distance of 11.03 feet to a 3/8" iron rod found for corner in the northeast line of said United tract and the common southwest line of said Lopez tract in the approximate centerline of said abandoned road;

Thence continuing along the northeast lines of said United tract, the common southwest lines of said Lopez tract and the approximate centerline of said abandoned road, as follows:

S59°46'55"E, a distance of 382.07 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S57°55'22"E, a distance of 543.79 feet to a railroad spike found for corner;

Thence S46°04'52"E, along the east line of said United tract and the common west line of said Lopez tract and the common west line of a tract of land described in deed to pioneer concrete of Texas, Inc., recorded in volume 869, page 832, O.P.R.E.C.T. and the approximate centerline of said abandoned road, a distance of 1423.74 feet to a railroad spike found for corner;

Thence S45°39'52"E, along the east line of said United tract and the common west line of said Pioneer tract and the approximate centerline of said abandoned road, a distance of 256.30 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner in the west row line of said I-35;

Thence along the west row line of said I-35 south, as follows:

S 01°32'10"E, a distance of 5.97 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S 44°05'50"W, a distance of 40.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S26°08'47"E, a distance of 85.26 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S04°31'51"E, a distance of 247.08 feet to a 5/8" iron rod with cap stamped "TXRCS" found for the beginning of a non-tangent curve to the left, having a radius of 5894.58 feet, a chord bearing of S04°35'37"E, a chord length of 275.80 feet;

With said non-tangent curve to the left an arc length of 275.82 feet to a right-of-way stake found at a 12" tree;

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S04°28'52"E, a distance of 327.73 feet to a 5/8" TXDOT monument found;

N83°57'48"E, a distance of 13.17 feet to a 5/8" TXDOT monument found;

S06°06'02"E, a distance of 279.02 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S43°33'24"W, a distance of 67.81 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner;

S00°48'50"W, a distance of 72.34 feet to a point

S43°49'37"E, a distance of 77.06 feet to a leaning 1/2-inch iron rod found for an angle point hereof, and

S31°09'28"E, a distance of 72.38 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for the southeast corner hereof, said point being at the intersection of the north right-of-way line of Kelly bend (50' right-of-way, dedicated as a called 0.543 acre tract conveyed to the City of Waxahachie in volume 570, page 864 (D.R.E.C.T.), and being the southeast corner of said Walton tract;

Thence, leaving the west right-of-way line of said I-35E, with the north and east right-of-way lines of said Kelly Bend and the south and west lines of said Walton tract, the following two (2) courses and distances:

- 1) S79°26'53"W, a distance of 224.97 feet to a 1/2-inch iron rod found for the southwest corner hereof, and
- 2) N12°12'57"W, a distance of 195.90 feet to a point in the south line of said United Presbyterian tract and the approximate centerline of Brookside Road

Thence with said south line, as follows:

S 89°44'40"W, a distance of 665.03 feet

S°30'53"W, a distance of 237.20 feet

Thence departing said common line, over and across said United Presbyterian Home of SYNOD tract, as follows:

N27°59'54"W, passing at a distance of 30.06 feet to a 5/8" iron rod with cap stamped "TXRCS" found, a total distance of 270.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner,

S58°30'53"W, a distance of 248.00 feet to a 5/8" iron rod with cap stamped "TXRCS" found for corner,

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S27°59'54"E, passing at a distance of 239.94 feet to a 5/8" iron rod with cap stamped "TXRCS" found, a total distance of 270.00 feet to a point for corner in the south line of said United tract;

Thence S58°30'53"W, along the south line of said United tract, the common north line of said Kelley tract, the common north line of a tract of land described in deed to Robert Beer, recorded in Volume 351, Page 107, O.P.R.E.C.T., and the common north line of Brookside Addition, recorded in Cabinet B, Slide 329, O.P.R.E.C.T. and in the approximate centerline of said Brookside Road, a distance of 1500.82 feet to the southwest corner of said United tract and the common southeast corner of a tract of land described as Parcel 1 in deed to Walton Tx Dallas Kemp Ranch LP 1, recorded in instrument no. 1611882, O.P.R.E.C.T.;

Thence, with the north line of said Walton 117.601 acre tract, in part with the western right-of-way terminus of said brookside drive, and in part with the west line of lot 4, block 1 of said brookside addition, s31°25'29"E, a distance of 175.01 feet to a 1/2-inch iron rod found for an angle point hereof;

Thence, with the north line of said Walton 117.601 acre tract, in part with the south line of block 1 of said brookside addition, in part with the south line of a called 0.4304 acre tract conveyed to Monica Davis Watkins in document no. 1607336 (O.P.R.E.C.T.), in part with the south line of a called 0.515 acre tract conveyed to just Foundtle Investments, LLC, in Document No. 2120031 (O.P.R.E.C.T.), and in part with the south and east lines of a called 0.4309 acre tract conveyed to Katy R. Ryan and Bobby Hopgood in Volume 2512, Page 1420 (O.P.R.E.C.T.), the following two (2) courses and distances:

- 1) N58°34'31"E, a distance of 998.68 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
- 2) N31°25'29"W, a distance of 150.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being in the south line of Brookside Road (no recording information found), and being the common north corner of said Ryan-Hopgood tract and said Walton 117.601 acre tract;

Thence, with the south line of said Brookside Road and the north line of said Walton 117.601 acre tract, N58°37'26"E, a distance of 40.17 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the northwest corner of a called 0.4312 acre tract conveyed to Jose Antonio Tovar, jr., et ux., in Document No. 2100249 (O.P.R.E.C.T.);

Thence, with the common line of said Tovar Jr. Tract and said Walton 117.601 acre tract, the following two (2) courses and distances:

- 1) S31°25'29"E, a distance of 150.14 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, and
- 2) N58°34'31"E, a distance of 125.17 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being at the southwest corner of a called 0.5039 acre tract conveyed to Martha Kelley and Michael W. Anderson in Document

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No. 2033656 (O.P.R.E.C.T.), and being the southeast corner of said Walton 6.035 acre tract;

Thence, with the north line of said Walton 6.035 acre tract, in part with the south line of said Anderson Tract, in part with the south line of a called 0.5043 acre tract conveyed to Jose Alcala, Jr., et ux, in Document No. 2024098 (O.P.R.E.C.T.), in part with the south line of a called 0.517 acre tract conveyed to Deborah J. Timmerman in Document No. 2155833 (O.P.R.E.C.T.), in part with the south line of a called 0.047 acre tract (per ecad) conveyed to Barbara a. Owens in volume 2613, page 1235 (O.P.R.E.C.T.), in part with the south line of a called 0.4860 acre tract conveyed to Kathy I. Kacal in Document No. 2236184 (O.P.R.E.C.T.), in part with the south line of a called 0.4304 acre tract and a called 0.4860 acre tract conveyed to Randall Wrey Adlof et al. in Document No. 2409235 (O.P.R.E.C.T.), the following two (2) courses and distances:

- 1) N58°35'07"E, a distance of 712.59 feet to a 1/2-inch iron pipe found for an angle point hereof, and
- 2) N60°53'27"E, a distance of 80.03 feet to a 1/2-inch iron pipe found for an angle point hereof, said point being a corner in the north line of a called 21.654 acre tract (described as tract one) conveyed to William F. Kelley in Document No. 2228261 (O.P.R.E.C.T.), and being the southeast corner of said Adlof tract;

Thence, with the north line of said Walton 6.035 acre tract, the following three (3) courses and distances:

- 1) S00°32'08"E, a distance of 144.01 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a non-tangent point of curvature hereof,
- 2) Along the arc of a curve to the right, whose radius is 1570.00 feet, whose arc length is 57.43 feet and whose chord bears N74°55'57"E, a distance of 57.42 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a point of tangency hereof, and
- 3) N75°58'50"E, a distance of 541.69 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the west right-of-way line of Kelly bend (50' right-of-way, dedicated in Volume 570, Page 864 (D.R.E.C.T.)), and being an angle point in the east line of said Kelley 21.654 acre tract;

Thence, with the west and south right-of-way lines of said Kelly Bend and the east line of said Walton 6.035 acre tract, the following two (2) courses and distances:

- 1) S12°09'43"E, a distance of 81.04 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) N79°10'06"E, a distance of 23.04 feet to a 1/2-inch iron rod with "TXRCS" cap found for an angle point hereof, said point being the northwest corner of Lot 1 of Kelley Bend Addition, recorded in Document No. 2229331 (O.P.R.E.C.T.);

Thence, leaving the south right-of-way line of said Kelly bend, with the common line of said lot 1 and said Walton 6.035 acre tract, S02°12'06"E, a distance of 69.19 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being the southeast corner of said Walton 6.035 acre tract;

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Thence, with the south line of said Walton 6.035 acre tract, the following two (2) courses and distances:

- 1) S75°59'26"W, a distance of 547.94 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a point of curvature hereof, and
- 2) Along the arc of a curve to the left, whose radius is 1420.00 feet, whose arc length is 738.96 feet and whose chord bears S61°04'59"W, a distance of 730.65 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being in the west line of said Kelley 21.654 acre tract, and being the east line of said Walton 117.601 acre tract, and being the southwest corner of said Walton 6.035 acre tract;

Thence, with the east line of said Walton 117.601 acre tract, in part with the west line of said Kelley 21.654 acre tract, and in part with the west line of the remainder of a called 140.0 acre tract conveyed to Jack C. Kelley in Volume 404, Page 324 (D.R.T.C.T.), S31°10'08"E, passing at a distance of 576.57 feet, a 1/2-inch iron rod with "TXRCS" cap found at the southwest corner of said Kelley 21.654 acre tract, and continuing a total distance of 2104.38 feet to a calculated point for an angle point hereof, said point being in the north line of a called 140 acres conveyed to Alvin Riddle in Document No. 2001355 (O.P.R.E.C.T.), said tract previously described in Volume 290, Page 172 (D.R.E.C.T.), from which a 1/2-inch iron rod found bears, S31°10'08"E, a distance of 2.05 feet, and also from which, a 1/2-inch iron pipe found in the west right-of-way line of said E I-35, and being the common east corner of said Riddle tract and said Kelley 140 acre tract bears, N59°45'10"E, a distance of 954.94 feet;

Thence, with the south and west lines of said Walton 117.601 acre tract, in part with the north line of said Riddle tract, in part with the north line of a called 10.00 acre tract conveyed to Melissa Mims in Volume 2139, Page 2147 (O.P.R.E.C.T.), in part with the east line of a called 265.36 acre tract (described as tract 1) conveyed to Nay Trust B in Volume 2739, Page 149 (O.P.R.E.C.T.), and in part with the east line of a called 2.113 acre tract conveyed to Terry L. Nay et ux in Volume 1621, Page 662 (O.P.R.E.C.T.), the following two (2) courses and distances:

- 1) S59°45'10"W, passing at a distance of 1,241.47 feet, a 1/2-inch iron rod found at the northeast corner of said Mims tract, and continuing for a total distance of 2106.54 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
- 2) N31°44'12"W, a distance of 2482.55 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being in the south line of said Walton 1040.641 acre tract, and being at the common north corner of said nay 2.113 acre tract and said Walton 117.601 acre tract;

Thence, with the south line of said Walton 1040.641 acre tract, the following two (2) courses and distances:

- 1) S58°06'26"W, a distance of 1071.43 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and

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- 2) S04°10'55"E, a distance of 1491.37 feet to a calculated point (could not access) for an angle point hereof, said point being at a corner in the common line of said Nay Trust B tract and said Walton 1040.641 acre tract;

Thence, with the common line of said nay trust b tract and said Walton 1040.641 acre tract, the following two (2) courses and distances:

- 1) S31°27'06"E, a distance of 214.04 feet to a calculated point (could not access) for an angle point hereof, and
- 2) S58°26'51"W, a distance of 1456.33 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the northeast corner of said Walton 141.524 acre tract;

Thence, with the common line of said Nay Trust B tract and said Walton 141.524 acre tract, S30°58'46"E, a distance of 2323.48 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the northwest corner of a called 40.889 acre tract conveyed to H H Land and Livestock, LLC, in Document No. 2310892 (O.P.R.E.C.T.);

Thence, with the common line of said H H Land and Livestock Tract and said Walton 141.524 acre tract, S02°15'12"E, a distance of 25.10 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the north corner of a called 0.7798 acre tract (described as Tract 3) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1248 (O.P.R.E.C.T.);

Thence, with the common line of said Schoolfield tract and said Walton 141.524 acre tract, S18°58'34"E, a distance of 816.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being at the common south corner of said Schoolfield tract and said H H Land and Livestock tract;

Thence, with the common line of said H H Land and Livestock tract and said Walton 141.524 acre tract, S12°44'24"E, a distance of 19.10 feet to a calculated point (that falls inside a cedar fence post) for an angle point hereof, said point being at the north corner of a called 0.2831 acre tract (described as Tract 2) conveyed to Hiram Clay Schoolfield in Volume 2424, Page 1248 (O.P.R.E.C.T.);

Thence, with the east line of said Walton 141.524 acre tract, in part with the west line of said Schoolfield tract 2, and in part with the west line of a called 0.7778 acre tract (described as tract two) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), S08°46'42"E, a distance of 855.86 feet to a 1/2-inch iron rod with illegible cap found for the southeast corner hereof, said point being in the north right-of-way line of FM 1446 (80' right-of-way), and being the southwest corner of a called 3.222 acre tract (described as Tract One) conveyed to Hiram Clay and Haley Elizabeth Schoolfield in Document No. 2032588 (O.P.R.E.C.T.), and being the south corner of said Schoolfield 0.7778 acre tract, and being the southeast corner of said Walton 141.524 acre tract;

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Thence, with the north right-of-way line of said FM 1446 and the south line of said Walton 141.524 acre tract, the following three (3) courses and distances:

- 1) S84°07'57"W, a distance of 1056.19 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a non-tangent point of curvature hereof,
- 2) Along the arc of a curve to the left, whose radius is 1949.86 feet, whose arc length is 262.11 feet and whose chord bears S80°07'00"W, a distance of 261.91 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for a point of tangency hereof, and
- 3) S76°15'57"W, a distance of 16.06 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being a corner in the north right-of-way line of said FM 1446, and being the southwest corner of said Walton 141.524 acre tract;

Thence, with the west line of said Walton 141.524 acre tract, in part with the north right-of-way line of said FM 1446, in part with the east line of a called 195.17 acre tract conveyed to Accru family limited partnership, Ltd., in document no. 1810238 (O.P.R.E.C.T.), and in part with the east line of a called 3.677 acre tract (described as tract two) conveyed to Jeffrey lane and jeanette Marie Frazier in volume 2048, page 1588 (O.P.R.E.C.T.), N31°29'42"W, a distance of 3390.11 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, said point being an angle point in the west line of said Frazier Tract Two, and being a corner in the south line of a called 300.765 acre tract (described as Tract One) conveyed to Jeffrey Lane and Jeanette Marie Frazier in Volume 2048, Page 1588 (O.P.R.E.C.T.);

Thence, with the common line of said Frazier Tract One and said Walton 141.524 acre tract, N58°27'20"E, a distance of 660.47 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of said Walton 1040.641 acre tract;

Thence, with the common line of said Frazier Tract One and said Walton 1040.641 acre tract, N30°52'03"W, a distance of 2132.75 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southeast corner of said Walton 398.282 acre tract;

Thence, with the common line of said Frazier tract one and said Walton 398.282 acre tract, S59°05'08"W, a distance of 3095.58 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the northeast corner of said Walton 99.991 acre tract;

Thence, leaving the common line of said Frazier tract one and said Walton 398.282 acre tract, over and across said Frazier Tract One, with the east and south lines of said Walton 99.991 acre tract, the following two (2) courses and distances:

- 1) S30°52'38"E, a distance of 1419.83 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
- 2) S59°04'23"W, a distance of 3067.84 feet to a 1/2-inch iron rod found for the southwest corner hereof, said point being in Lone Elm Road (no right-of-way dedication found), and being in the east line of a called 30.000 acre tract conveyed to Andrew Philip and Portia R. Wood in Volume 2646, Page 993

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(O.P.R.E.C.T.), and being the southwest corner of said Walton 99.991 acre tract;

Thence, along Lone Elm Road, in part with the east line of said Wood 30.00 acre tract, in part with the east line of a called 132.09 acre tract conveyed to Richard E. Wood in Volume 630, Page 1040 (D.R.E.C.T.), in part with the west line of said Walton 99.991 acre tract, and in part with the west line of said Walton 398.282 acre tract, N30°52'01"W, a distance of 2347.95 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof, said point being at the northeast corner of said wood 132.09 acre tract, and being the southeast corner of a portion of Lone Elm Road dedicated by plat of Lone Elm Addition, recorded in Cabinet J, Slide 529 (P.R.E.C.T.), from which a 1/2-inch iron rod with illegible cap found at the southwest corner of the terminus of Lone Elm Road, and being in the north line of said Woods 132.09 acre tract, and being the southeast corner Lot 13, block a of said Lone Elm addition bears, S57°39'11"W, a distance of 60.03 feet;

Thence, with the east right-of-way line of said Lone Elm Road and the west line of said Walton 398.282 acre tract, N30°37'13"W, a distance of 1069.49 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof, said point being a corner in the east right-of-way line of said Lone Elm Road, and being in the south line of said Walton 182.727 acre tract;

Thence, with the east and north right-of-way line of said lone elm road and the west line of said Walton 182.727 acre tract, the following eight (8) courses and distances:

- 1) S59°17'24"W, a distance of 9.44 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
- 2) N36°25'33"W, a distance of 137.69 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
- 3) N31°48'27"W, a distance of 526.65 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
- 4) N36°30'52"W, a distance of 390.49 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
- 5) N28°06'50"W, a distance of 116.45 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof,
- 6) N20°10'56"W, a distance of 238.37 feet to a mag nail with "4Ward Boundary" washer found for a non-tangent point of curvature hereof,
- 7) Along the arc of a curve to the left, whose radius is 135.00 feet, whose arc length is 235.09 feet and whose chord bears N69°39'42"W, a distance of 206.49 feet to a mag nail with "4Ward Boundary" washer found for a point of tangency hereof, and
- 8) S60°27'03"W, a distance of 239.14 feet to a mag nail with "4Ward Boundary" washer found for an angle point hereof, said point being at the northwest terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the southeast corner of a called 5.0854 acre tract conveyed to Jerry Allen Bowman, II, in Document No. 1633911 (O.P.R.E.C.T.), from which a 5/8-inch iron rod found in the western terminus of the portion of Lone Elm Road dedicated in said Lone Elm Addition, and being the northeast corner of a Lot

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1 of Green Meadows, recorded in Cabinet A, Slide 443 (P.R.E.C.T.) bears, S38°02'45"E, a distance of 23.50 feet;

Thence, with the east line of said Bowman tract, in part with the west line of said Walton 182.727 acre tract, and in part with the west line of said Walton 681.000 acre tract, the following two (2) courses and distances:

- 1) N38°09'48"W, a distance of 30.25 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) N31°37'11"W, a distance of 1519.64 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the south line of said Walton 151.499 acre tract;

Thence, with the south line of said Walton 151.499 acre tract, in part with the north line of said Bowman tract, in part with the north line of a called 25.01 acre tract conveyed to Randy Durret in Volume 804, Page 894 (D.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 2 acre tract conveyed to Robin Adams in Document No. 1522248 (O.P.R.E.C.T.), in part with the north line of a called 5.0 acre tract conveyed to Leila A. & Frank D. Boehler in Document No. 2139801 (O.P.R.E.C.T.), and in part with the north line of a called 5.00 acre tract (described as Tract 3-C) conveyed to the Joseph C. & Cynthia A. Murray Revocable Living Trust in Volume 2431, Page 1374 (O.P.R.E.C.T.), S58°48'23"W, a distance of 1266.43 feet to a 1.5-inch iron pipe found for an angle point hereof, said point being at the northeast corner of a called 4.986 acre tract conveyed to Robert W. & Roberta J. Shields in Volume 1692, page 1170 (O.P.R.E.C.T.), and being the southeast corner of a called 23.699 acre tract conveyed to the Gary & Catherine Pohlman Revocable Living Trust in Volume 2570, Page 766 (O.P.R.E.C.T.), and being the northwest corner of said Murray Tract, and being the southwest corner of said Walton 151.499 acre tract;

Thence, with the west line of said Walton 151.499 acre tract, in part with the east line of said Pohlman tract, in part with the east line of a called 13.191 acre tract conveyed to Richard D. & Jamie N. Huffman in Document No. 1622238 (O.P.R.E.C.T.), in part with the east line of a called 5.48 acre tract conveyed to Sharon Hobbs in Document No. 1521807 (O.P.R.E.C.T.), and in part with the east line of a called 119.3 acre tract conveyed to Pitts Waxahachie Farm, LLC, in Document No. 2241200 (O.P.R.E.C.T.), the following three (3) courses and distances:

- 1) N31°16'00"W, a distance of 1466.49 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, from which a 1/2-inch iron rod found bears, N43°25'09"E, a distance of 2.36 feet,
- 2) N58°19'00"E, a distance of 672.39 feet to a 1/2-inch iron rod with "4Ward Boundary" cap found for an angle point hereof, and
- 3) N31°00'16"W, a distance of 2104.72 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, said point being in the east line of said Pitts Waxahachie Farm tract, and being the southwest corner of a called 1.344 acre tract conveyed to Rodolfo & Crystal Santos, in Document No. 2405568 (O.P.R.E.C.T.);

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Thence, with the common line of said Santos tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

- 1) N59°45'47"E, a distance of 246.19 feet to a 1/2-inch iron rod with "Texas Surveying" cap found for an angle point hereof, and
- 2) N19°07'26"W, passing at a distance of 216.24 feet, a 1/2-inch iron rod with "Texas Surveying" cap found, and continuing for a total distance of 225.94 feet to a calculated point for an angle point hereof, said point being in the record south right-of-way line of said lone elm road, and being the common north corner of said Santos tract and said Walton 151.499 acre tract;

Thence, with the record south right-of-way line of said lone elm road and the north line of said Walton 151.499 acre tract, N58°10'45"E, a distance of 778.11 feet to a calculated point for an angle point hereof, said point being at the northwest corner of a called 10.338 acre tract conveyed to Tyler Shane Boston in Document No. 2236270 (O.P.R.E.C.T.);

Thence, leaving the record south right-of-way line of said lone elm road, with the common line of said Boston tract and said Walton 151.499 acre tract, the following two (2) courses and distances:

- 1) S23°02'00"E, passing at a distance of 30.21 feet, a 1/2-inch iron rod with "4466" cap found, and continuing for a total distance of 1040.16 feet to a 1/2-inch iron rod with "4466" cap found for an angle point hereof, and
- 2) S32°49'28"E, a distance of 600.03 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof;

Thence, with the north line of said Walton 151.499 acre tract, in part with the south line of said Boston tract, in part with the south line of a called 10.339 acre tract conveyed Dawn Knox in volume 2791, page 1504 (O.P.R.E.C.T.), and in part with the south line of a called 11.17 acre tract conveyed to Jeffery S. & Marci I. Coker in document no. 1617992 (o.p.r.t.c.t.), n60°11'34"E, a distance of 947.57 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being in the west line of said Walton 681.000 acre tract, and being the southeast corner of said Coker tract;

Thence, with the common line of said Coker tract and said Walton 681.00-acre tract, n31°20'06"W, a distance of 1060.01 feet to a 1/2-inch iron rod with illegible cap found for an angle point hereof, said point being at the southwest corner of a called 10.059 acre tract conveyed to Jose Felipe & Maria Eel Carmen Martinez in document no. 1630566 (O.P.R.E.C.T.);

Thence, with the north line of said Walton 681.000 acre tract, in part with the south line of said Martinez tract, in part with the south line of a called 10.059 acre tract conveyed to the Joe & Barbara Bourland in volume 2559, page 2122 (O.P.R.E.C.T.), in part with the south line of the remainder of a called 20.586 acre tract conveyed to David K. Justus in document no. 1601589 (O.P.R.E.C.T.), and in part with the south

line of a called 10.01 acre tract conveyed to James Coy Roden, III, et ux, in document no. 1824450 (O.P.R.E.C.T.), the following two courses and distances:

- 1) N58°36'32"E, a distance of 1893.07 feet to a calculated point for an angle point hereof, and
- 2) N31°38'43"W, a distance of 11.05 feet to a calculated point for an angle point hereof, said point being in the east line of said Roden tract, and being the southwest corner of a called 8 acre tract conveyed to Iglesia Vaquera in volume 2504, page 889 (O.P.R.E.C.T.);

Thence, with the common line said Vaquera tract and said Walton 681.000 acre tract, N58°36'28"E, a distance of 289.71 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of the remainder of a called 26.34 acre tract conveyed to Nelson C. Ridgeway in Volume 1118, Page 464 (D.R.E.C.T.);

Thence, with the common line of said ridgeway tract and said Walton 681.000 acre tract, N58°42'03"E, a distance of 600.93 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 10.168 acre tract (described as Tract 1) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.E.C.T.);

Thence, with the common line of said Unarut Tract 1 and said Walton 681.000 acre tract, N58°37'19"E, a distance of 439.53 feet to a 1/2-inch iron rod found for an angle point hereof, said point being at the southwest corner of a called 3.0 acre tract (described as Tract 2) conveyed to Rapeet Unarut in Volume 2517, Page 1086 (O.P.R.E.C.T.);

Thence, with the common line of said Unarut Tract 2 and said Walton 681.000 acre tract, N58°37'55"E, a distance of 372.91 feet to a 1/2-inch iron rod found for an angle point hereof;

Thence, with the north line of said Walton 681.000 acre tract, in part with the east line of said Unarut Tract 2, in part with the east line of Memory Lane (a private road), in part with the east line of a called 1.12 acre tract conveyed to Thomas and Ashley Fabby in Document No. 2322724 (O.P.R.E.C.T.), in part with the east line of the remainder of said Morrow tract, and in part with the east line of a called 1.119 acre tract conveyed to Thomas Fabby in Volume 2146, Page 869 (O.P.R.E.C.T.), N31°19'00"W, a distance of 898.70 feet to a 1/2-inch iron rod found for an angle point hereof, said point being in the east line of said 1.119 Fabby tract, and being the southwest corner of said Knight tract;

Thence, with the common line of said knight tract and said Walton 681.000 acre tract, the following two (2) courses and distances:

- 1) N76°28'22"E, a distance of 416.20 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 2) N22°05'46"W, a distance of 225.51 feet to the point of beginning and containing 3,166.6 acres (137,937,290 sq. Ft.) of land more or less.

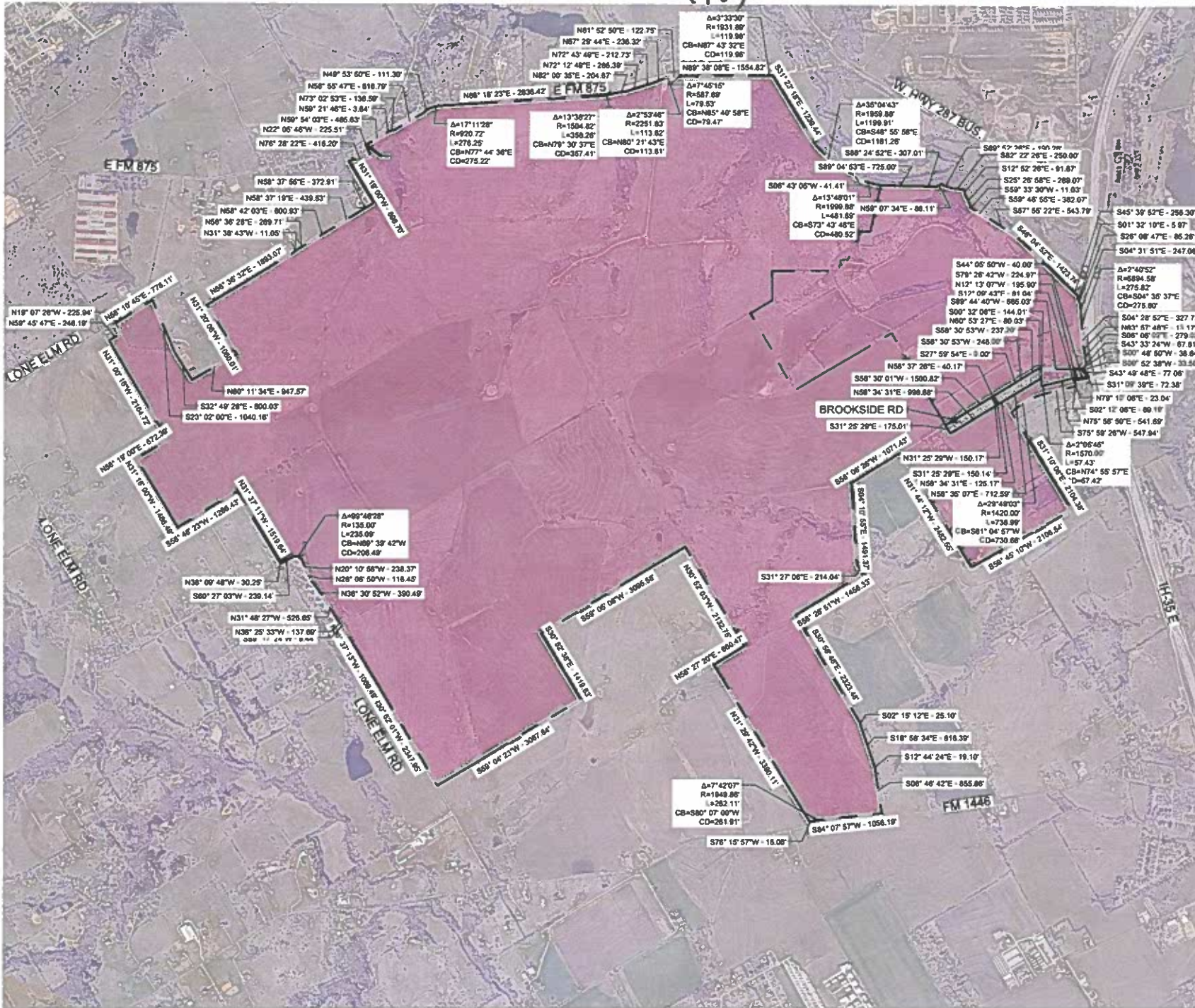
(18)

EXHIBIT B

DEPICTION OF THE PROPERTY

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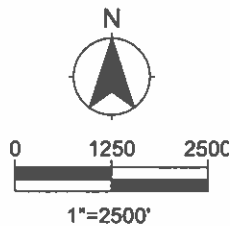
(18)



PROJECT
KEMP TRACT
 WAXAHACHIE, TEXAS

TITLE
EXHIBIT B
 (DEPICTION OF
 PROPERTY)

CLIENT
MINTO
 TEXAS, LLC



PROJECT NUMBER:
 010232001

DATE:
 2025/07/10

SHEET:

(18)

EXHIBIT C

CONCEPT PLAN

(18)

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT C
CONCEPT PLAN

CLIENT

MINTO
TEXAS, LLC

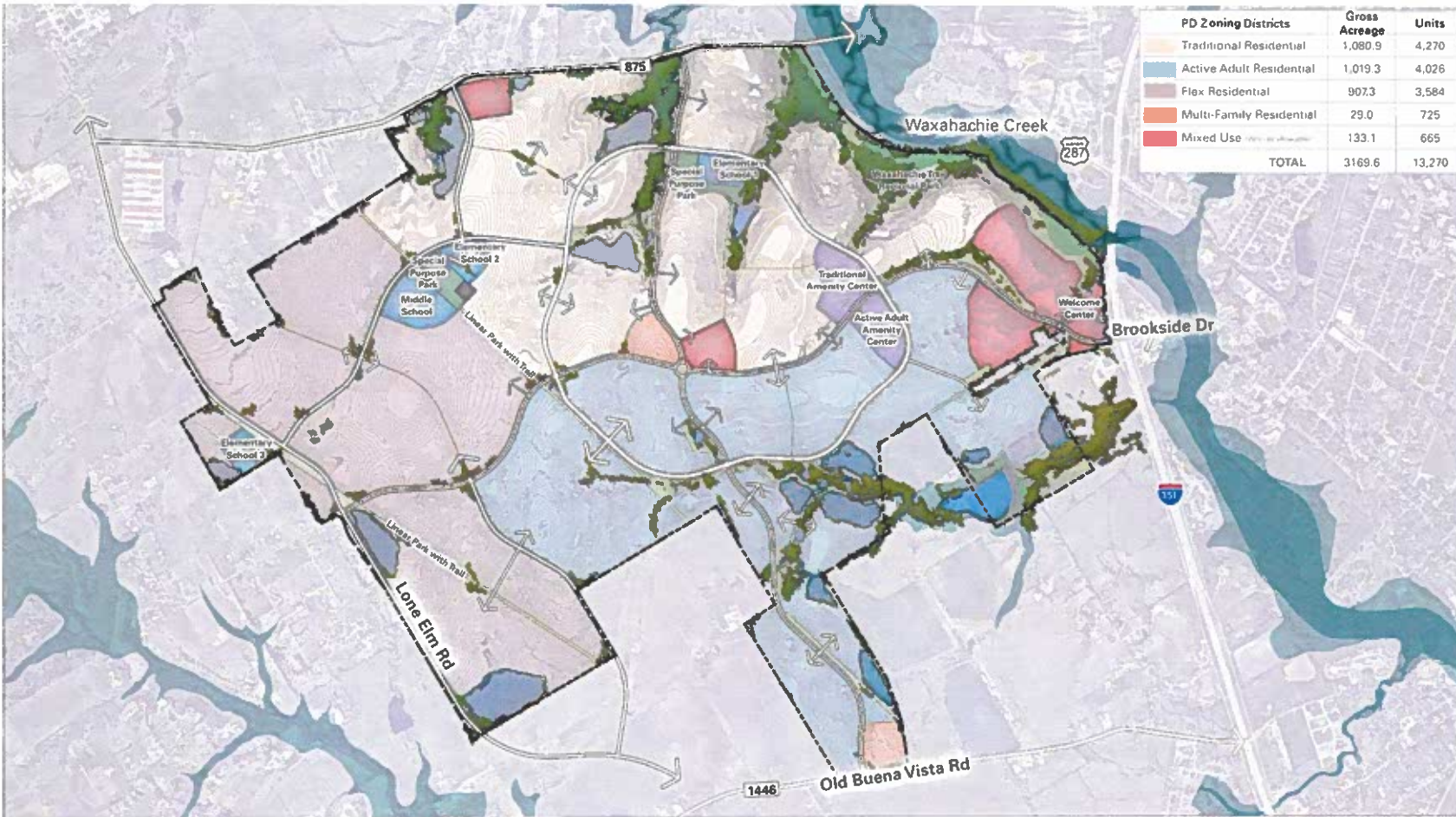


PROJECT NUMBER:
010232001

DATE:
2025/09/19

SHEET:

PD Zoning Districts	Gross Acreage	Units
Traditional Residential	1,080.9	4,270
Active Adult Residential	1,019.3	4,026
Flex Residential	907.3	3,584
Multi-Family Residential	29.0	725
Mixed Use	133.1	665
TOTAL	3169.6	13,270



(18)

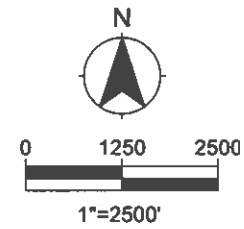
EXHIBIT D-1

MAP OF WASTEWATER IMPROVEMENTS – GENERAL

PROJECT
KEMP TRACT
 WAXAHACHIE, TEXAS

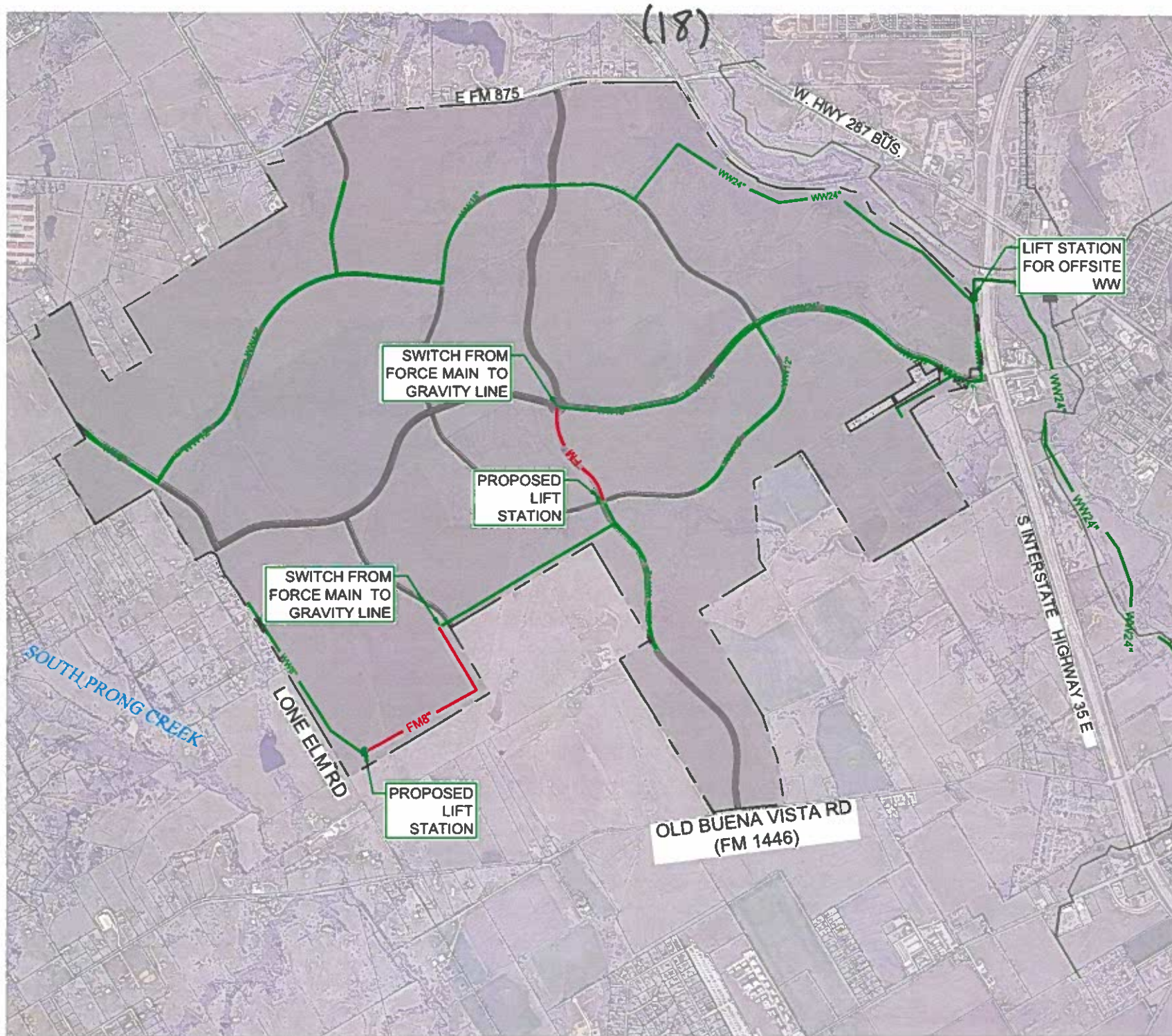
TITLE
EXHIBIT D-1
 (ONSITE WASTEWATER LINE)

CLIENT
MINTO
 TEXAS, LLC



PROJECT NUMBER:
 010232001
 DATE:
 2025/09/19
 SHEET:

EXH_D-1



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(18)

EXHIBIT D-2

**MAP OF WASTEWATER IMPROVEMENTS – OFFSITE WASTEWATER
IMPROVEMENTS**

PROJECT

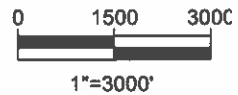
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT D-2
(OFFSITE WASTEWATER LINE)

CLIENT

MINTO
TEXAS, LLC

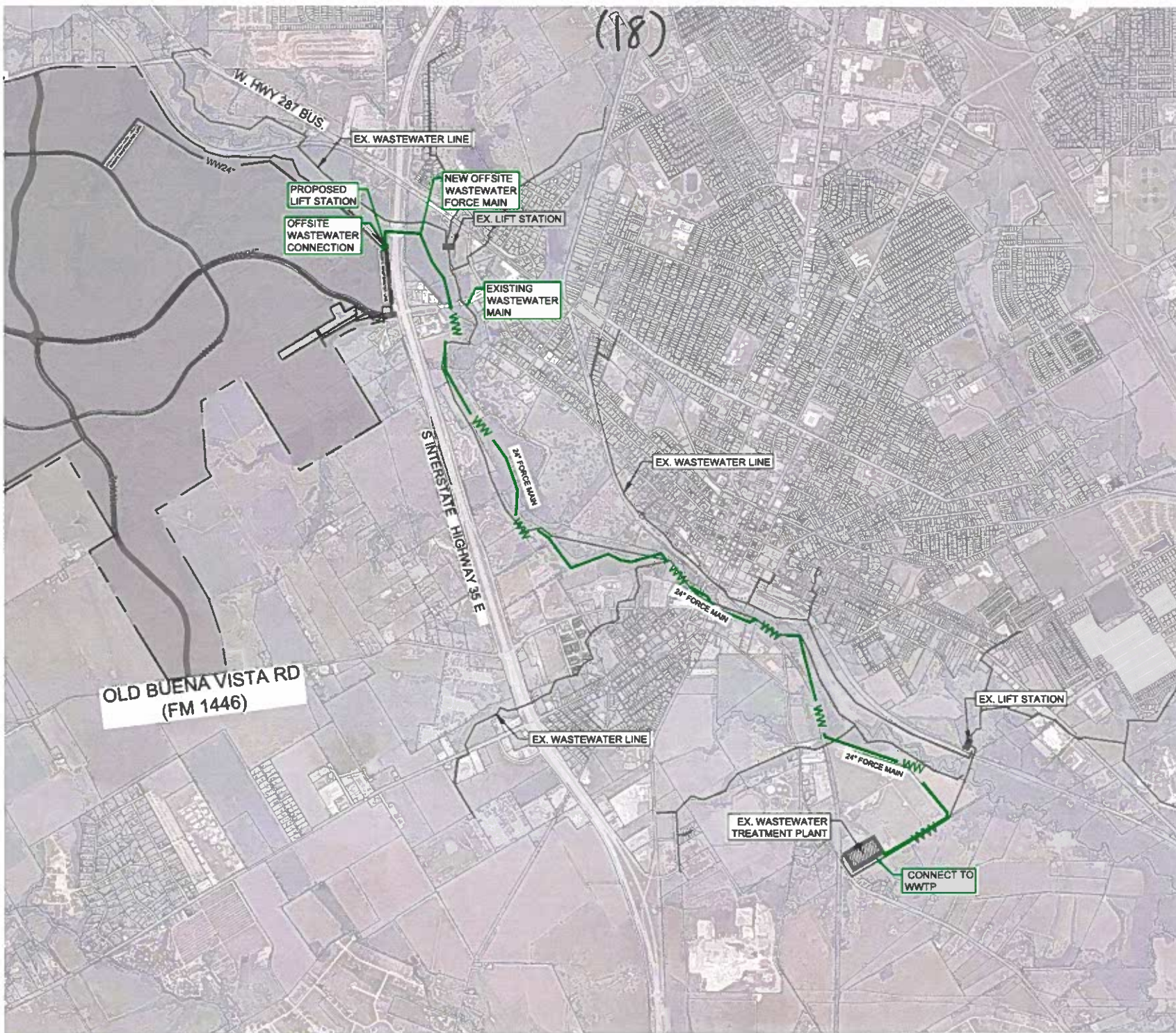


PROJECT NUMBER:
010232001

DATE:
2025/09/19

SHEET:

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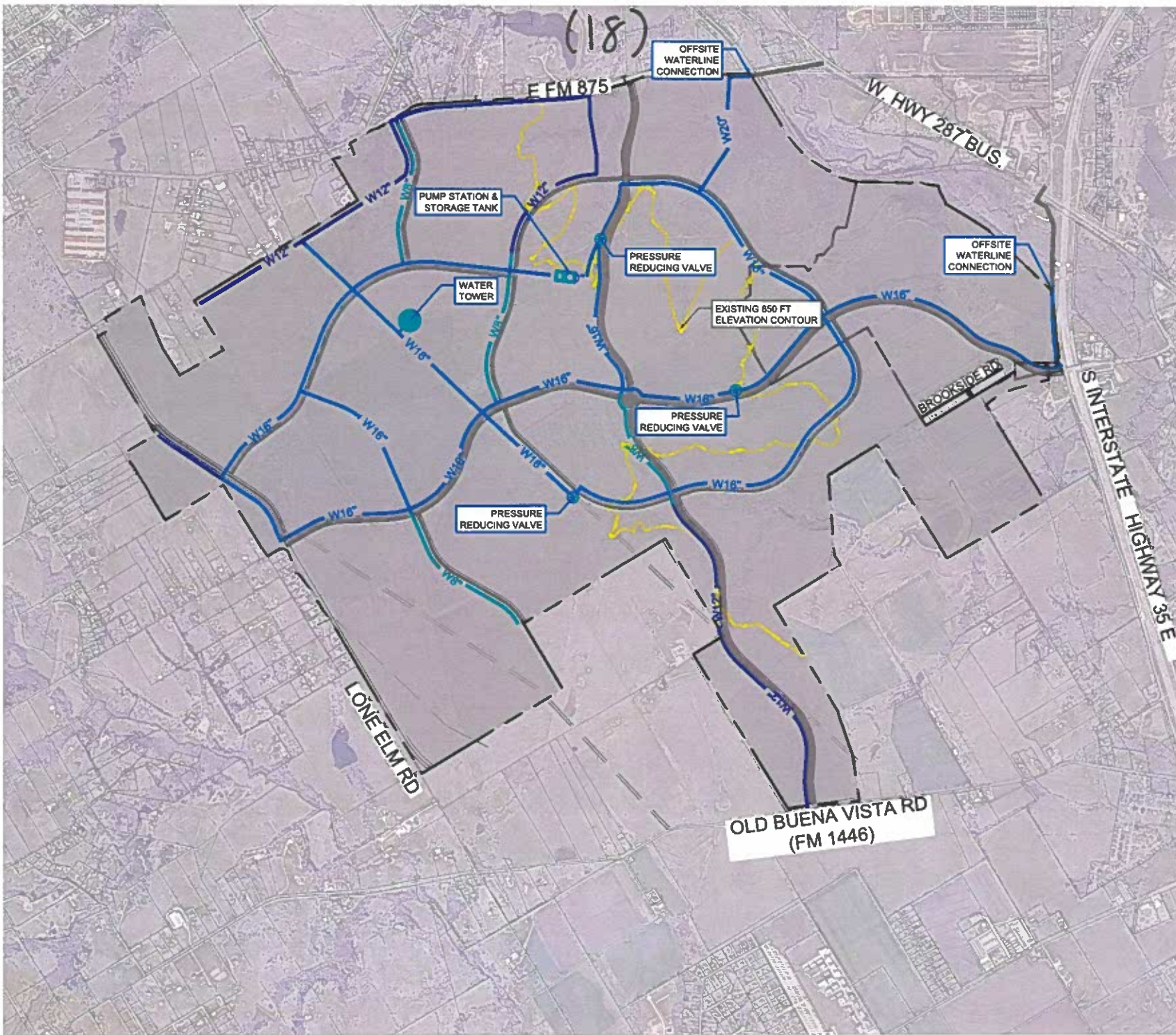
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EXHIBIT E-1

MAP OF WATER IMPROVEMENTS – GENERAL

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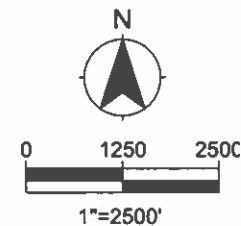


KFM
 ENGINEERING & DESIGN
 3501 OLYMPUS BLVD, SUITE 10X
 DALLAS, TEXAS 75019
 PHONE: (469) 899-0536
 WWW.KFM-LLC.COM
 TBPE #: F-20821

PROJECT
KEMP TRACT
 WAXAHACHIE, TEXAS

TITLE
EXHIBIT E-1
 ONSITE POTABLE WATER

CLIENT
MINTO
 TEXAS, LLC



PROJECT NUMBER:
 010232001

DATE:
 2025/07/10

SHEET:

(18)

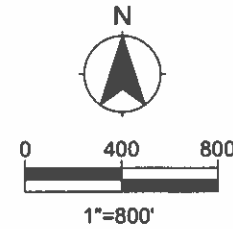
EXHIBIT E-2

MAP OF WATER IMPROVEMENTS -OFFSITE WATER LINE

PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT E-2
(OFFSITE WATERLINE)

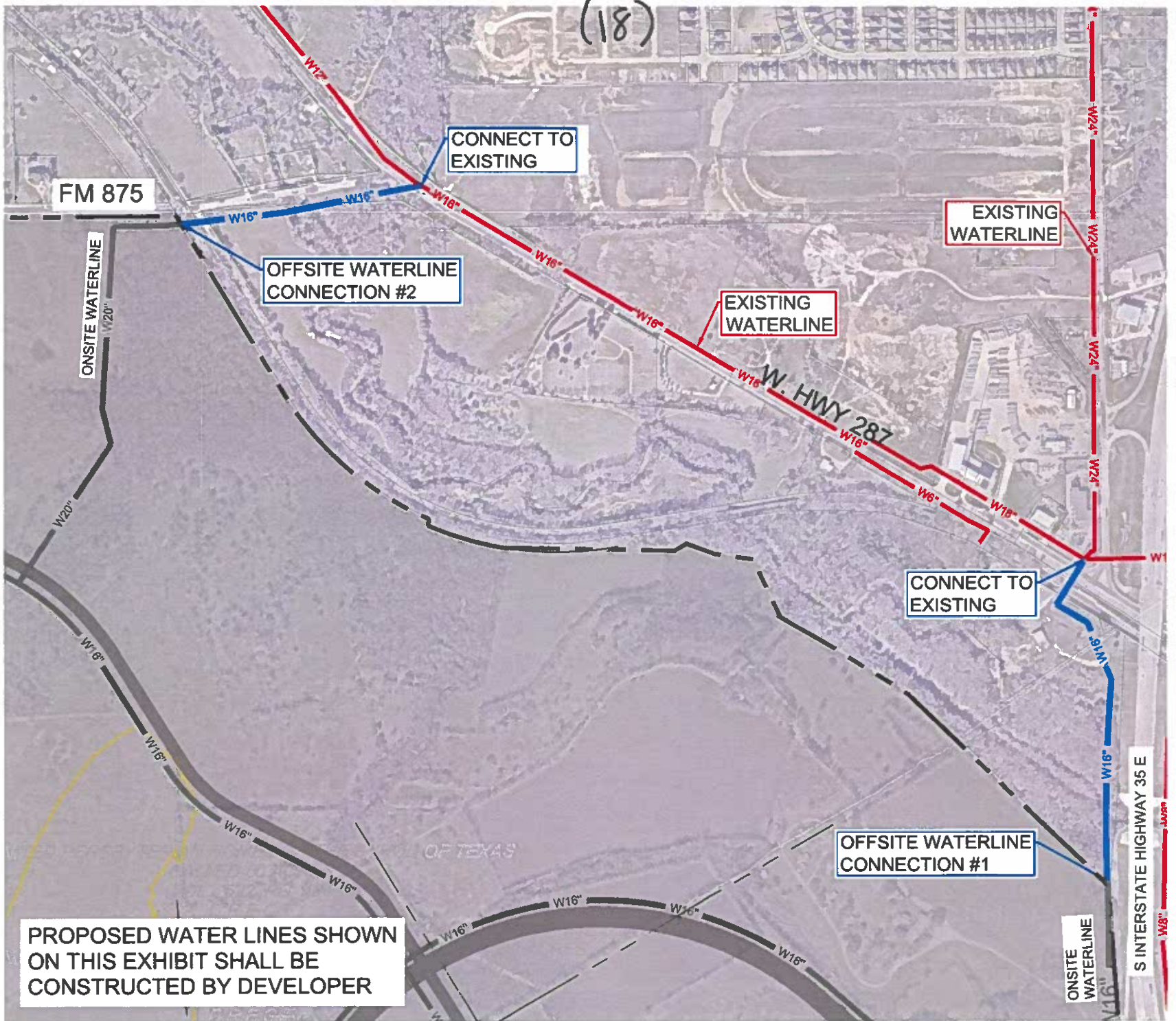
CLIENT
MINTO
TEXAS, LLC



PROJECT NUMBER:
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DATE:
2025/10/31
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(18)



PROPOSED WATER LINES SHOWN ON THIS EXHIBIT SHALL BE CONSTRUCTED BY DEVELOPER

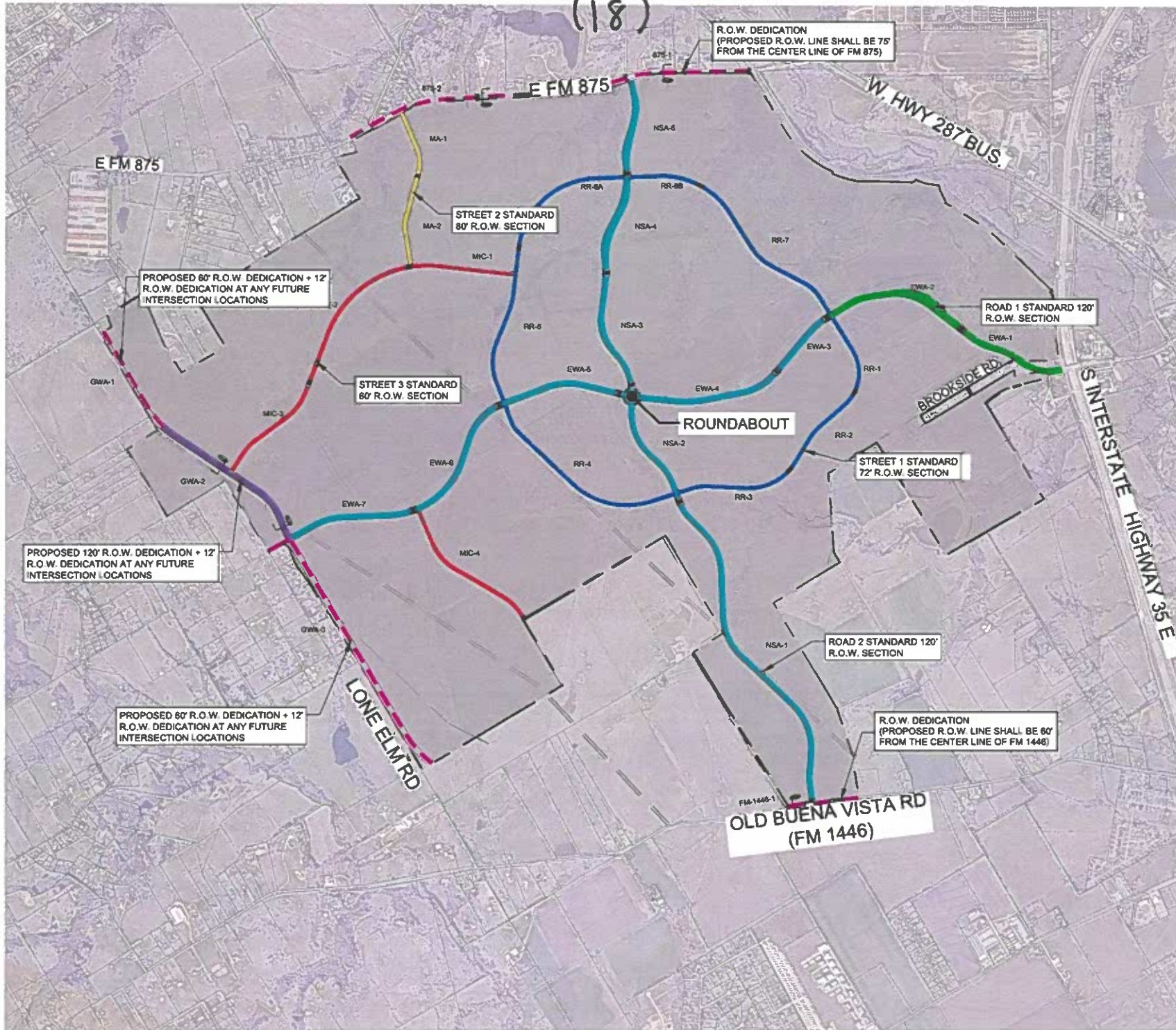
(18)

EXHIBIT F-1

MAP OF ROADWAY AND DRAINAGE IMPROVEMENTS

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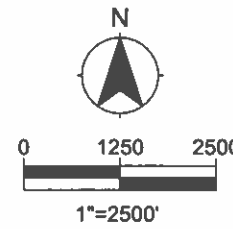


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 3501 OLYMPUS BLVD, SUITE 10X
 DALLAS, TEXAS 75019
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 WWW.KFM-LLC.COM
 TBPE #: F-20821

PROJECT
KEMP TRACT
 WAXAHACHIE, TEXAS

TITLE
EXHIBIT F-1
 (PRELIM ROADWAYS)

CLIENT
MINTO TEXAS
 LLC



PROJECT NUMBER:
 010232001
 DATE:
 2025/07/10
 SHEET:

(18)

EXHIBIT F-2

ROADWAY CROSS-SECTIONS

(18)

EXHIBIT F-3

FUTURE ROADWAYS AND ROW DEDICATIONS AND ROADWAY
COMMITMENTS

FUTURE ROADWAYS or ROW DEDICATIONS
(Timing and Scope per Future TIA)

Roadway	ROW Dedication	Lanes by Developer	Constructed or Dedicated with Phase	Ultimate Build Out
FM 875-1	75' FROM CENTER LINE OF FM 875	None	Dedicated per TxDot	6 lanes
FM 1446-1	60' FROM CENTER LINE OF FM 1446	None	Dedicated per TxDot	4 lanes
NSA-1	120'	2 lanes	TBD	2 lanes
FM 875-2	35'	2 lanes	TBD	6 lanes
RR-4	72'	2 lanes	TBD	2 lanes
RR-5	72'	2 lanes	TBD	2 lanes
RR-6A	72'	2 lanes	TBD	2 lanes
EWA-5	120'	2 lanes	TBD	2 lanes
EWA-6	120'	2 lanes	TBD	2 lanes
EWA-7	120'	2 lanes	TBD	2 lanes
MIC-1	60'	2 lanes	TBD	2 lanes
MIC-2	60'	2 lanes	TBD	2 lanes
MIC-3	60'	2 lanes	TBD	2 lanes
MIC-4	60'	2 lanes	TBD	2 lanes
MA-1	80'	2 lanes	TBD	2 lanes
MA-2	80'	2 lanes	TBD	2 lanes
GWA-1	120'	2 lanes	TBD	6 lanes
GWA-2	60'	ROW only	TBD	6 lanes
GWA-3	60'	ROW only	TBD	6 lanes

(18) ROADWAY COMMITMENTS (Initial TIA)

Roadway	ROW Dedication	Lanes by Developer	Constructed or Dedicated with Phase	Ultimate Build Out
EWA-1	120'	2 lanes	1A & 1B	6 lanes
EWA-2	120'	2 lanes	1A & 1B	6 lanes
EWA-3	120'	2 lanes	1A & 1B	4 lanes
EWA-4	120'	2 lanes	4A & 4B	4 lanes
RR-1	72'	2 lanes	1A	2 lanes
RR-7	72'	2 lanes	1B	2 lanes
RR-2	72'	2 lanes	3A	2 lanes
RR-3	72'	2 lanes	4A	2 lanes
RR-6B	72'	2 lanes	3B	2 lanes
NSA-5	120'	2 lanes	3B	4 lanes

Intersection	Current Warrant Status	Background Traffic at Completion of 4A	Impact of Development at Completion of 4A	Responsible Party	Timing of Construction
Bus 287 & FM 875	Traffic Signal Warranted	NA	NA	City/TxDot	Immediate
Bus 287 & Brookside Rd	Traffic Signal Warranted	NA	NA	City/TxDot	Immediate
IH 35E & Brookside Rd	No Warrants	No Warrants	Warrant 2 & 3	Developer/TxDot	Phase 4A
IH 35E & FM 1446	No Warrants	Warrant 2 & 3	Warrant 3	City/TxDot	Phase 4A

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ENGINEERING & DESIGN
3501 OLYMPUS BLVD, SUITE 100
DALLAS, TEXAS 75019
PHONE: (469) 899-0536
WWW.KFM-LLC.COM
TBPE #: F-20821

PROJECT
KEMP TRACT
WAXAHACHIE, TEXAS

TITLE
EXHIBIT F-3

CLIENT
MINTO
TEXAS, LLC

PROJECT NUMBER:
010232001

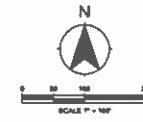
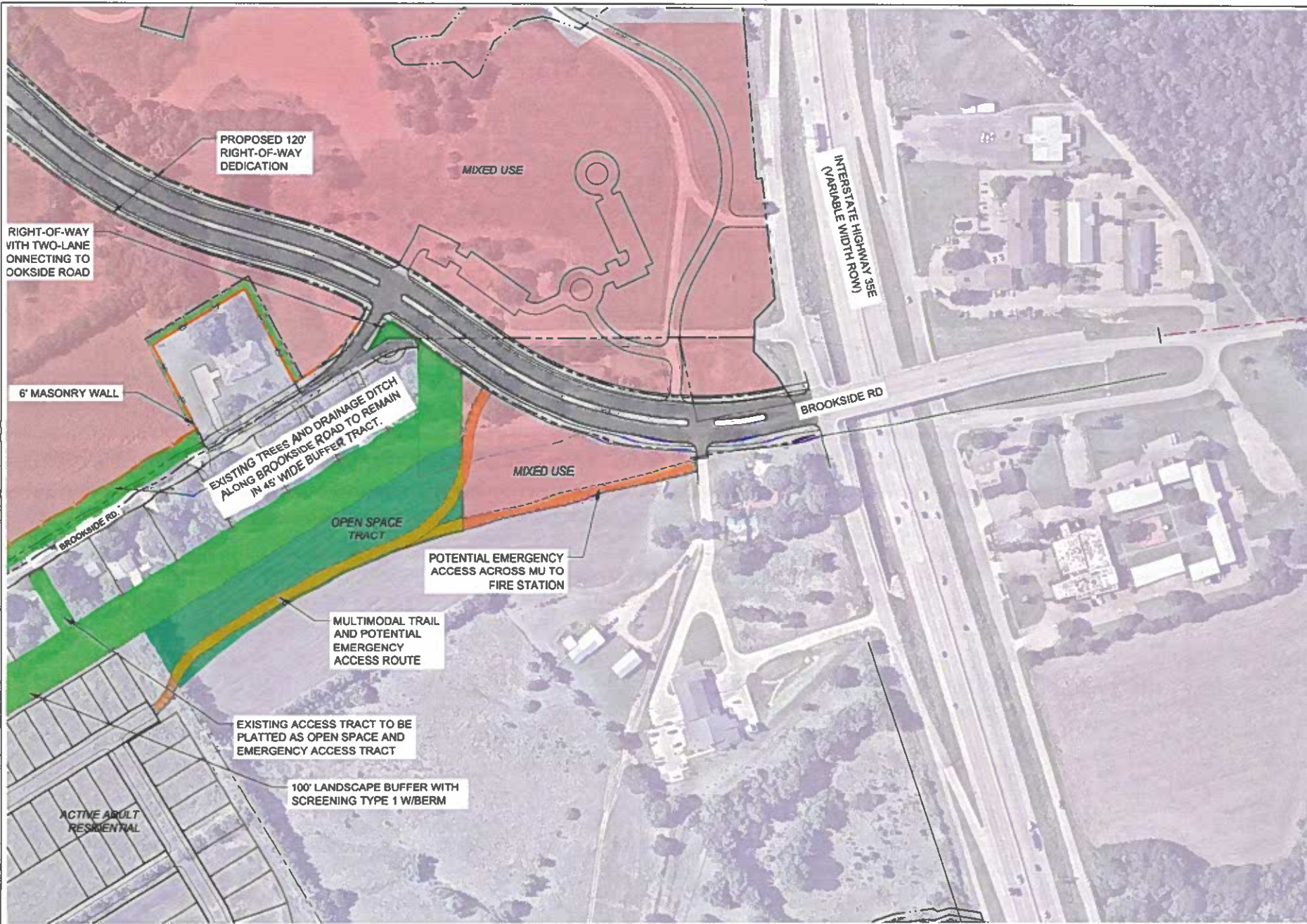
DATE:
2025/07/10

SHEET:

(18)

EXHIBIT F-4

BROOKSIDE ROAD



(18)

EXHIBIT F-5
FM 875 FIRE ACCESS EASEMENT

PROJECT

KEMP TRACT

WAXAHACHIE, TEXAS

TITLE

EXHIBIT F-5

FM 875 FIRE ACCESS

CLIENT

MINTO

TEXAS, LLC



1"=2000'

PROJECT NUMBER:
010232001

DATE:
2025/10/31

SHEET:

(18)

FM 875

BUSINESS 287

IH 35 -E

TEMPORARY 20' WIDE ACCESS ROAD.
ACCESS ROAD SHALL BE ALL WEATHER
SURFACE.

NOTE ALIGNMENT SHOWN IS
CONCEPTUAL AND SHALL BE
COORDINATED WITH FIRE MARSHAL
PRIOR TO CONSTRUCTION AND IN
CONCERT WITH ANY NECESSARY
RELOCATIONS AS THE COMMUNITY
GROWS.

ACCESS TO THE ROADWAY SHALL BE
SECURED TO ENSURE IT IS NOT USED
FOR PUBLIC ACCESS.

15' FIRE LANE ACCESS
PATH. CONNECTION AT
STREET ACCESS SHALL
BE SECURED TO ENSURE
ACCESS IS NOT OPEN
FOR PUBLIC VEHICULAR
TRAFFIC.

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(18)

EXHIBIT H

CITY TCEQ CONSENT RESOLUTION

(18)

EXHIBIT I

FORM OF MMD JOINDER AGREEMENT

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (the "Joinder Agreement"), dated as of _____, 20__, is executed by [_____] MUNICIPAL MANAGEMENT DISTRICT NO. 1 ("District"), in connection with that certain Development Agreement (the "Development Agreement") entered into by and between the CITY OF WAXAHACHIE, TEXAS, a home-rule municipality (the "City"), and [_____] a [_____] [_____] dated effective as of _____, 2025. Capitalized terms used herein but not otherwise defined herein shall have the definitions provided in the Development Agreement.

In accordance with Section ___ of the Development Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes, the District executes this Joinder Agreement in order to become a Party to the Development Agreement. Accordingly, the District hereby agrees as follows with City and the Developer:

1. The District acknowledges and confirms that it has received a copy of the Development Agreement and the schedules and exhibits thereto.

2. The District hereby acknowledges, agrees, and confirms that, by its execution of this Joinder Agreement, the District shall automatically be deemed to be a Party to the Development Agreement, and shall have all of the rights and obligations of the District with regard to property within the District thereunder as if it had originally executed the Development Agreement. The District hereby ratifies, as of the date hereof, and agrees to be bound by all of the terms, provisions and conditions contained in the Development Agreement applicable to it to the same effect as if it were an original Party thereto.

3. This Joinder Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, and exclusive venue shall lie in Ellis County, Texas.

IN WITNESS WHEREOF, the District has caused this Joinder Agreement to be duly executed by its authorized officer as of the day and year first above written.

[Signature page to follow.]

(18)

[DISTRICT]

By: _____

Name:

Its: President

ATTEST:

By: _____

Secretary

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____, President of [_____] Municipal Management District No. 1, on behalf of said district.

Notary Public, State of Texas

(SEAL)

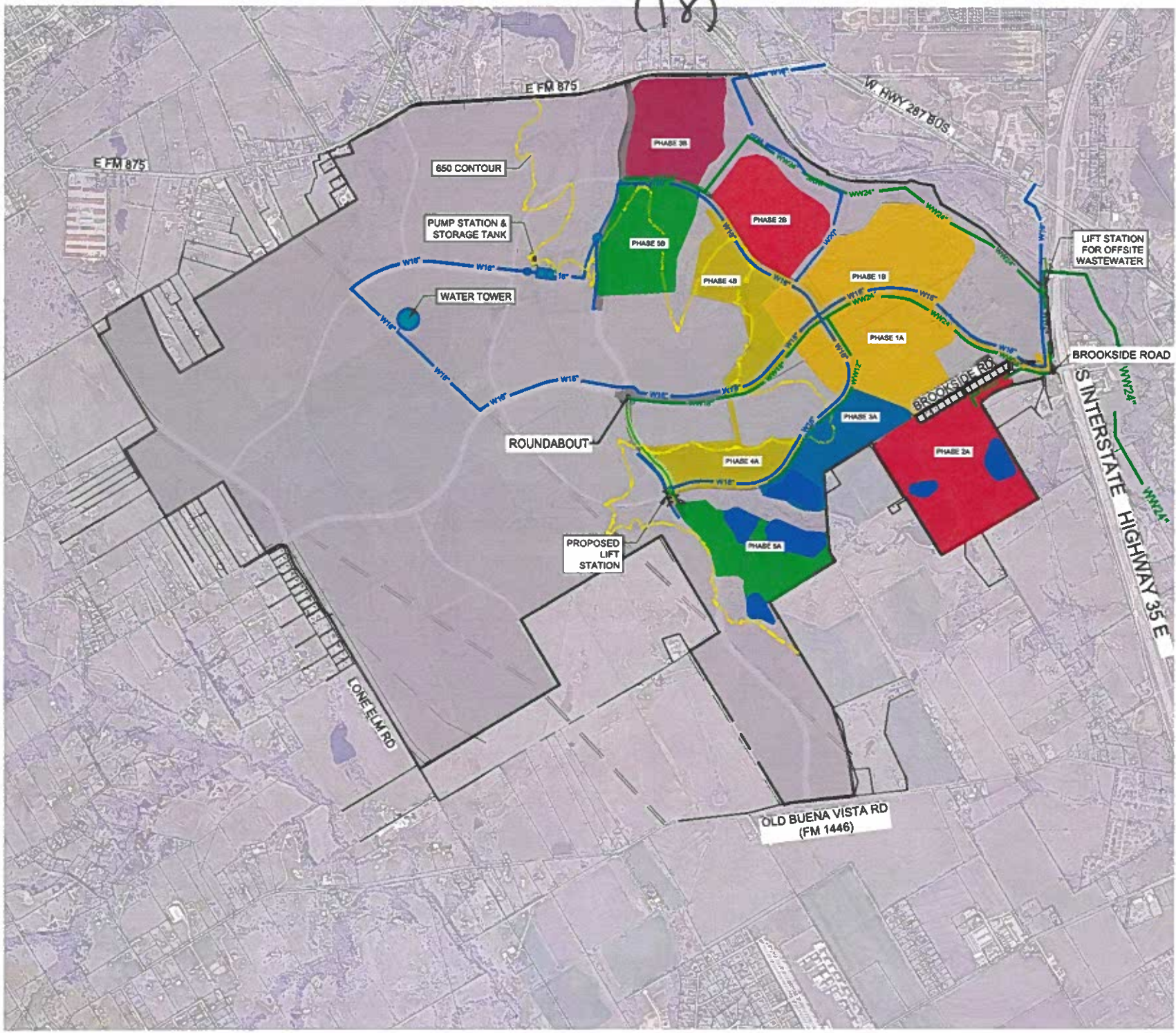
Name printed or typed

(18)

EXHIBIT J-1

MMD INITIAL CAPITAL IMPROVEMENTS PLAN - MAP

(18)

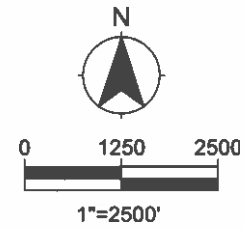


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 ENGINEERING & DESIGN
 3501 OLYMPUS BLVD, SUITE 100
 DALLAS, TEXAS 75019
 PHONE: (469) 899-0536
 WWW.KFM-LLC.COM
 TBPE #: F-20821

PROJECT
KEMP TRACT
 WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-1
 (MMD INITIAL CAPITAL IMPROVEMENTS)

CLIENT
MINTO TEXAS LLC



PROJECT NUMBER:
 010232001
 DATE:
 2025/09/19
 SHEET:

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EXHIBIT J-2

MMD INITIAL CAPITAL IMPROVEMENTS PLAN - COSTS

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PHASE 1 COST

Phase 1A	
Water System Cost	\$1,619,680.00
Wastewater System Cost	\$1,986,400.00
Storm Drain System Cost	\$2,658,720.00
Roadway and Paving Cost	\$5,768,200.00
Earthwork and E&S Cost	\$3,185,880.00
Miscellaneous	\$4,743,429.75
Phase 1B	
Water System Cost	\$2,453,380.00
Wastewater System Cost	\$2,382,120.00
Storm Drain System Cost	\$3,196,520.00
Roadway and Paving Cost	\$4,703,160.00
Earthwork and E&S Cost	\$5,726,250.00
Miscellaneous	\$5,421,062.57
Master Infrastructure- Onsite	
Water System Cost	\$2,523,818.07
Wastewater System Cost	\$2,099,490.00
Storm Drain System Cost	\$1,025,737.50
Roadway and Paving Cost	\$5,695,694.01
Earthwork and E&S Cost	\$304,373.10
Miscellaneous	\$3,388,164.11
Master Infrastructure- Offsite	
Water System Cost	\$899,202.06
Wastewater System Cost	\$909,612.00
Storm Drain System Cost	\$0.00
Roadway and Paving Cost	\$0.00
Earthwork and E&S Cost	\$0.00
SUB-TOTAL	\$60,690,893.16

PHASE 2 COST

Phase 2A	
Water System Cost	\$1,534,880.00
Wastewater System Cost	\$1,882,400.00
Storm Drain System Cost	\$2,927,520.00
Roadway and Paving Cost	\$5,466,200.00
Earthwork and E&S Cost	\$3,562,080.00
Miscellaneous	\$2,366,638.86
Phase 2B	
Water System Cost	\$1,658,080.00
Wastewater System Cost	\$1,609,920.00
Storm Drain System Cost	\$2,160,320.00
Roadway and Paving Cost	\$3,178,560.00
Earthwork and E&S Cost	\$5,796,400.00
Miscellaneous	\$2,704,730.13
Master Infrastructure- Onsite	
Water System Cost	\$440,258.30
Wastewater System Cost	\$1,687,666.00
Storm Drain System Cost	\$605,096.00
Roadway and Paving Cost	\$1,739,700.39
Earthwork and E&S Cost	\$137,171.50
Miscellaneous	\$1,690,456.33
Master Infrastructure- Offsite	
Water System Cost	\$0.00
Wastewater System Cost	\$0.00
Storm Drain System Cost	\$0.00
Roadway and Paving Cost	\$0.00
Earthwork and E&S Cost	\$0.00
SUB-TOTAL	\$41,148,077.51

PHASE 3 COST

Phase 3A	
Water System Cost	\$1,182,960.00
Wastewater System Cost	\$1,450,800.00
Storm Drain System Cost	\$2,332,640.00
Roadway and Paving Cost	\$4,212,900.00
Earthwork and E&S Cost	\$2,326,860.00
Miscellaneous	\$2,299,737.72
Phase 3B	
Water System Cost	\$1,759,300.00
Wastewater System Cost	\$1,708,200.00
Storm Drain System Cost	\$2,292,200.00
Roadway and Paving Cost	\$3,372,600.00
Earthwork and E&S Cost	\$6,150,250.00
Miscellaneous	\$2,628,271.68
Master Infrastructure- Onsite	
Water System Cost	\$978,111.80
Wastewater System Cost	\$3,451,817.00
Storm Drain System Cost	\$565,174.80
Roadway and Paving Cost	\$2,584,061.80
Earthwork and E&S Cost	\$1,597,804.7
Miscellaneous	\$1,642,669.80
Master Infrastructure- Offsite	
Water System Cost	\$0.00
Wastewater System Cost	\$1,956,343.00
Storm Drain System Cost	\$0.00
Roadway and Paving Cost	\$0.00
Earthwork and E&S Cost	\$0.00
SUB-TOTAL	\$43,054,678.07

(18)

PHASE 4 COST

Phase 4A	
Water System Cost	\$976,472.00
Wastewater System Cost	\$1,197,560.00
Storm Drain System Cost	\$1,602,888.00
Roadway and Paving Cost	\$3,477,530.00
Earthwork and E&S Cost	\$1,920,702.00
Miscellaneous	\$1,616,135.80
Phase 4B	
Water System Cost	\$1,523,120.00
Wastewater System Cost	\$1,478,880.00
Storm Drain System Cost	\$1,984,480.00
Roadway and Paving Cost	\$2,919,840.00
Earthwork and E&S Cost	\$3,112,600.00
Miscellaneous	\$1,847,012.34
Master Infrastructure- Onsite	
Water System Cost	\$1,232,228.00
Wastewater System Cost	\$0.00
Storm Drain System Cost	\$297,723.40
Roadway and Paving Cost	\$979,795.89
Earthwork and E&S Cost	\$68,166.69
Miscellaneous	\$1,154,382.71
Master Infrastructure- Offsite	
Water System Cost	\$0.00
Wastewater System Cost	\$0.00
Storm Drain System Cost	\$0.00
Roadway and Paving Cost	\$0.00
Earthwork and E&S Cost	\$0.00
SUB-TOTAL	\$27,389,514.82

PHASE 5 COST

Phase 5A	
Water System Cost	\$1,301,680.00
Wastewater System Cost	\$1,596,400.00
Storm Drain System Cost	\$3,025,120.00
Roadway and Paving Cost	\$4,635,700.00
Earthwork and E&S Cost	\$3,235,780.00
Miscellaneous	\$3,027,052.38
Phase 5B	
Water System Cost	\$1,629,160.00
Wastewater System Cost	\$1,581,840.00
Storm Drain System Cost	\$2,122,640.00
Roadway and Paving Cost	\$3,123,120.00
Earthwork and E&S Cost	\$5,695,300.00
Miscellaneous	\$3,459,488.44
Master Infrastructure- Onsite	
Water System Cost	\$8,686,259.50
Wastewater System Cost	\$2,855,063.00
Storm Drain System Cost	\$1,855,804.44
Roadway and Paving Cost	\$7,635,127.05
Earthwork and E&S Cost	\$514,628.31
Miscellaneous	\$2,162,180.27
Master Infrastructure- Offsite	
Water System Cost	\$0.00
Wastewater System Cost	\$0.00
Storm Drain System Cost	\$0.00
Roadway and Paving Cost	\$0.00
Earthwork and E&S Cost	\$0.00
SUB-TOTAL	\$58,142,343.40

TOTAL CONSTRUCTION COST \$230,425,508.94

KFM
ENGINEERING & DESIGN
 3501 OLYMPUS BLVD, SUITE 104
 DALLAS, TEXAS 75019
 PHONE: (469) 899-0536
 WWW.KFM-LLC.COM
 TBPE #: F-20821

PROJECT
KEMP TRACT
 WAXAHACHIE, TEXAS

TITLE
EXHIBIT J-2
(MMD INITIAL CAPITAL IMPROVEMENTS)

CLIENT
MINTO TEXAS LLC

PROJECT NUMBER:
 010232001
DATE:
 2025/07/10
SHEET:

(18)

EXHIBIT K

DESIGN REQUIREMENTS

(18)

KEMP TRACT

DESIGN REQUIREMENTS



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RESIDENTIAL DESIGN STANDARDS



EXISTING ARCHITECTURE IN WAXAHACHIE

Waxahachie has a rich portfolio of architectural styles distributed throughout the historic district and in the earlier developed communities. The newer developments exhibit a repetitive use of masonry and simplified modern styles that lead neighborhoods to feel monotonous. Kemp Tract's architectural vision is to bring a varying set of modern styles to the community. This approach will compliment the diverse architecture around Waxahachie to provide a distinct sense of place within the neighborhood.

Existing Historical Architecture



(18)

PROPOSED ARCHITECTURAL STYLES

Texas Farmhouse



Texas Craftsman



Texas Hill Country



Texas Tudor



Texas Colonial Revival



Texas Victorian



(18)

TEXAS FARMHOUSE



(18)

TEXAS FARMHOUSE



TEXAS FARMHOUSE ARCHITECTURAL DESIGN



Farmhouse style architecture is easily identified by its simple, functional and well-proportioned forms that are box-like and have minimal ornamentation. These homes have historically reflected a two-story massing with predominantly gabled roofs, roof dormers, and covered porches that provide utilitarian spaces without the extensive use of embellishment and ornamentation. Hipped roof forms are occasionally incorporated at covered entries, especially on wrap-around porches.

Key Elements:

Tier 1: Defining Characteristics

Must include all 3 — these are non-negotiable to maintain style integrity.

- 1 Simple Gable Roof Form(s) incorporating at least an 8:12 Pitch, with lower pitches allowed for main roof forms
- 2 Board & Batten or Lap Siding in Cement Fiber.
- 3 Tall, Narrow Windows with Multiple Panes are traditional, optional black or dark bronze frames with or without divided lights for a modern twist.

Tier 2: Strong Style Reinforcers

Must include all 5 — highly recommended for authenticity.

- 4 Brick (Painted or Natural) Maximum 90%
- 5 Covered Front Porch with Simple Columns that are 8x8 minimum (6x6 may be incorporated if unique from other styles) and showcase modern profiles.
- 6 Standing Seam Metal Roof Accents.
- 7 Low-pitched (3-4:12 pitch) shed roof accents, or covered porches.
- 8 Accent dormers or window awnings.

Tier 3: Enhancements

Must include all 5 — use to create variety or reinforce details.

- 9 Exposed Rafters or Rafter Tails
- 10 Shiplap or Horizontal Siding Accents
- 11 Simple Window Trim with Header Cap
- 12 Open Gable Ends with Decorative Brackets
- 13 Minimal Eave Overhangs with fascia and soffit painted the same color and provide high contrast to the monochromatic color palette

TEXAS FARMHOUSE DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Farmhouse style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **historical** siding treatments and detailing. A monochromatic color palette allow for subtle enhancements like the **wrap-around porch, standing-seam metal roof, and window awnings** to become strong focal points that define this style.

Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components, **column details** are refined and introduce modern profiles and connection details, and dark **fascia** provides **high contrast** to an otherwise monochromatic color palette that highlights the simplistic forms of this style.

Bold

The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape. Colors and materials are more **playful and unexpected**.

(18)

TEXAS FARMHOUSE PRODUCT MATRIX

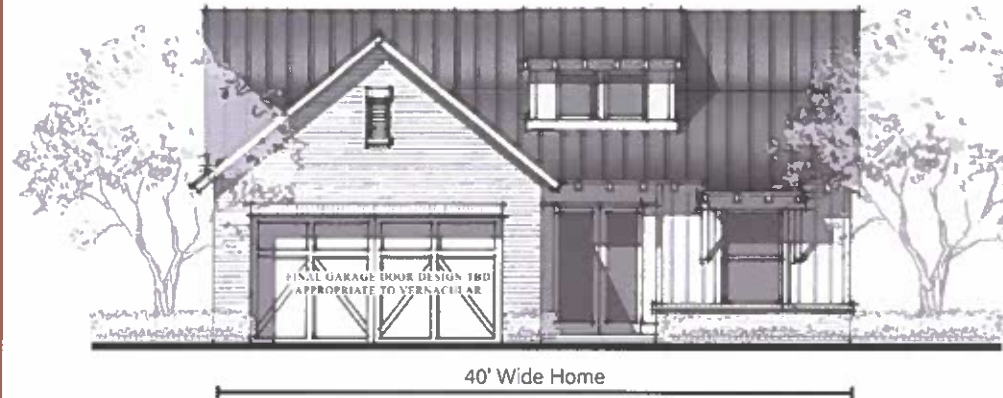
Rear Loaded Garage

Front Loaded Garage

2 - Story



1 - Story



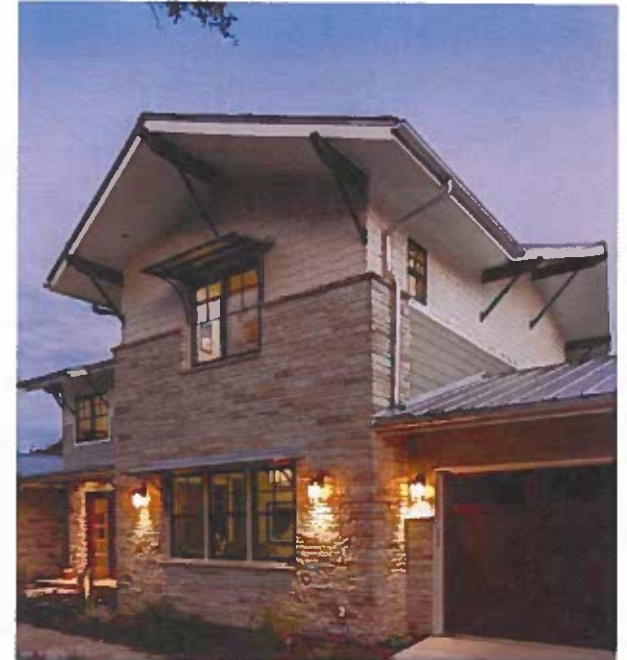
(18)

TEXAS CRAFTSMAN



(18)

TEXAS CRAFTSMAN



All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS CRAFTSMAN ARCHITECTURAL DESIGN



The Craftsman architectural style is characterized by low-pitched one and two-story building volumes with wide overhangs and rakes extending horizontally across the home. Large, one-story covered porch volumes provide semi-private outdoor areas. Traditionally, eaves and rakes are commonly supported by beams, exposed rafter tails, brackets, out-lookers or corbels as decorative elements. For a more modern interpretation, these elements can be incorporated with simpler, more refined profiles that integrate today's materials for a current look and feel. Boxed soffits are not allowed with this style.

Key Elements:

Tier 1: Defining Characteristics

Must include all 3 — foundational to the Craftsman identity.

- 1 Low-Pitched Gabled Roofs (4:12-5-12 pitch) with Deep Overhangs (1'-6" to 2') – Often front-facing or cross-gabled with strong horizontal emphasis.
- 2 Exposed Rafters, Rafter Tails, or Decorative Brackets – Under eaves or gables; a hallmark detail of the style.
- 3 Windows with Divided Light in Upper Sash Only. The classic 3-over-1 or 4-over-1 window configuration

Tier 2: Strong Style Reinforcers

Must include all 6 — key elements to build character.

- 4 Board & Batten or Lap or Shake Siding in Cement Fiber.
- 5 Wide, Inviting Front Porch – Should span at least one-third of the front façade; ideally integrated into the main roof.
- 6 Shake or Shingle Siding in Gables – Adds texture contrast to the main cladding. (Not Shown.)
- 7 Exaggerated Trim and Fascia Boards – Typically with layered build-up for a handcrafted look.
- 8 Decorative Gable Vents or Knee Braces – Often placed in front-facing gables. (Not Shown.)
- 9 Tapered Round or Square Columns on Pedestals (Stone or Masonry Base) – Supporting a wide front porch; usually set on substantial piers or bases.

Tier 3: Enhancements

Must include all 5 — for variety and depth

- 10 Multi-Part Window Trim with Head Casing Detail – Adds architectural layering.
- 11 Brick or Stone Wainscot – At the foundation or on porch piers for grounding and material interest.*
- 12 Built-in Window Boxes or Planter Ledges – Enhances charm and garden ethos. (Not Shown.)
- 13 Dormers with Shed or Gable Roofs – Breaks up the roof line and provides upper-level light.
- 14 Offset or Asymmetrical Front Entry – A subtle nod to informal Craftsman charm.

*Note: Masonry for this style is Tier 3 and shall be a minimum of 10% and a maximum of 100%.

TEXAS CRAFTSMAN DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Craftsman style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **historic** siding treatments and detailing. Color palette and materials reflect **high-contrast** between trim and primary body colors. Structural elements feature modern **profiles, materials, and connections** to evoke a more current image. Window **lites/grilles** are simplified.

Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components. Varying **material sizes and applications** create a more enhanced elevation.

Bold

The overall form and massing is familiar, and a **flat roof** is introduced to create a **contemporary** look and feel. Materials are strategically placed to provide high contrast in **color and texture**. Colors and materials are more **playful and unexpected**.

TEXAS CRAFTSMAN PRODUCT MATRIX

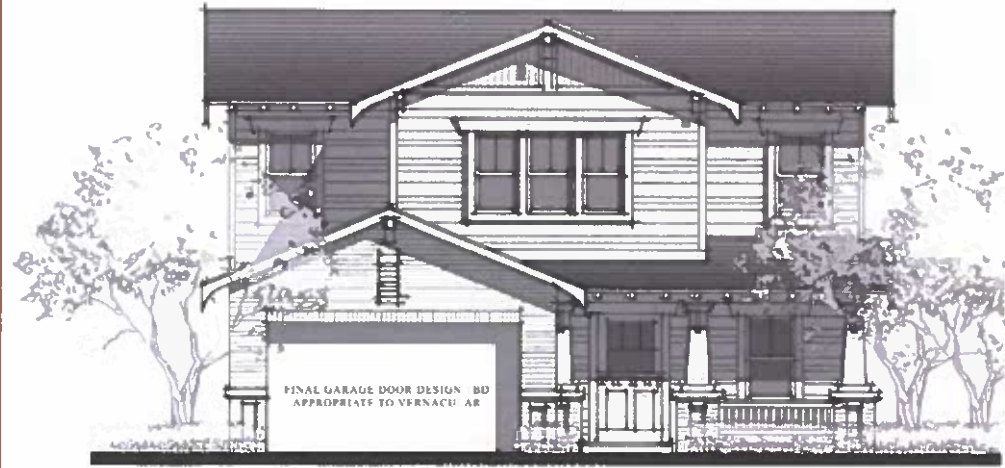
Rear Loaded Garage

Front Loaded Garage

2 - Story



30' Wide Home



40' Wide Home

1 - Story



30' Wide Home



40' Wide Home

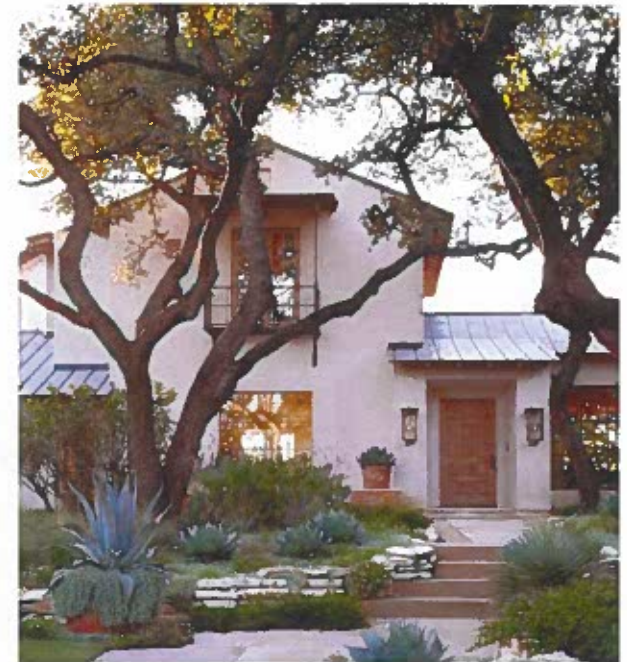
(18)

TEXAS HILL COUNTRY



(18)

TEXAS HILL COUNTRY



All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS HILL COUNTRY ARCHITECTURAL DESIGN



TEXAS HILL COUNTRY

Mix of traditional ranch and barn styles with a modern aesthetic. More rustic in nature with neutral to warm color palettes. Materials include stucco, rustic or smooth limestone and natural tone "wood" siding. Rustic wood and metal elements are key details for this style.

Key Elements:

Tier 1: Defining Characteristics

Must include both — Core identity elements.

- 1 Low-Pitched (5:12-8:12) Gable or Hipped Roofs – Often with broad overhangs, front-facing or side gables, evoking early ranch and mission forms.
- 2 Large, Narrow Windows with Minimal Trim – simple profiles without heavy casing and minimal or no divided lights.

Tier 2: Strong Style Reinforcers

Must include all 5 — Essential for richness and variety.

- 3 Native or Native-Look Stone Facades – Limestone or rough-faced stone in warm, neutral tones.*
- 4 Natural Wood or Wood-Look Accents – Often seen in beams, brackets, entry doors, or porch posts; must appear authentic and warm.
- 5 Metal Roof or Metal Roof Accents – Standing seam or ribbed panels, typically in muted bronze, silver, or weathered tones.
- 6 Deep Covered Porches (Front or Back) – With thick timber or masonry columns; integral to indoor-outdoor lifestyle.
- 7 Timber Brackets (or a Timber look), Rafter Tails, or Corbels Under Eaves – Offers detail and shadow-play under roof lines.

Tier 3: Enhancements

Must include all 3 — Regional flourishes and texture builders

- 8 Arched Entryways or Window Openings – Adds a nod to mission influences without becoming Mediterranean. (Not Shown.)
- 9 Board-and-Batten or Plank Siding Accents in Cement Fiber – Can be used on secondary masses or gables to break up stone facades. (Not Shown.)
- 10 Clerestory Windows or Transoms – Subtle modern twist that still honors Hill Country light and airflow.

*Note: Masonry for this style shall be a minimum of 50% and a maximum of 100%.

TEXAS HILL COUNTRY DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Hill Country style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **regional** siding treatments and detailing. A monochromatic color palette allow for subtle enhancements like the **covered, standing-seam metal roof, and masonry** to become strong focal points that define this style.

Transitional

The overall form and massing is familiar, but **windows have minimal divided light** becoming strong visual components. **Columns** are refined and introduce modern profiles and connection details. **Metal brackets** are introduced and the secondary materials provides a strong modern balance.

Bold

The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape.

TEXAS HILL COUNTRY PRODUCT MATRIX

Rear Loaded Garage

Front Loaded Garage

2 - Story



1 - Story



(18)

TEXAS TUDOR



(18)

TEXAS TUDOR



TEXAS TUDOR ARCHITECTURAL DESIGN



Influenced by classic European design, Tudor style homes evokes a cozy, rustic feel, often with elements like asymmetry and swooping roof line. Tudor homes typically have steeply pitched, gabled roofs, often with prominent dormer windows, giving a picturesque and dramatic look. Modern versions of Tudor homes might use lighter, more durable materials like smooth stucco, steel, or even glass in place of traditional brick and stone. The emphasis is on durability and low maintenance.

Key Elements:

Tier 1: Defining Characteristics

Must include both — absolutely essential to establish the style.

- 1 Steeply Pitched Gable Roofs 8:12 or more (Often Front-Facing) – Prominent, dramatic roof lines with a strong vertical emphasis.
- 2 Tall, Narrow Windows with Multiple Panes are fixed, single hung or casement and vertically oriented

Tier 2: Strong Style Reinforcers

Must include all 6 — they bring the richness and nuance.

- 3 Masonry (Stone or Brick or Stucco) as Dominant Exterior Material – Typically limestone, fieldstone, or tumbled brick with a rustic or aged appearance.*
- 4 Half-Timbering Accents in Gables – Optional but highly recommended; typically darker wood tones contrasted with stucco or lighter fields. (Not Shown.)
- 5 Arched or Tudor-Arch Doorways – Flattened pointed arches or rounded arches over front doors or key windows. (Not Shown.)
- 6 Stone or Brick Chimney as a Visual Anchor – Ideally oversized and placed forward or visible from the street. (Not Shown.)
- 7 Board and Batten or Vertical Siding Accents – Simplified in secondary masses or gables; a rustic Texas twist on traditional Tudor paneling.
- 8 Brick Soldier Courses or Stone Lintels Over Windows – Subtle masonry detailing that evokes hand-built craftsmanship.

Tier 3: Enhancements

Must include all 5 — regional variations and details.

- 9 Heavy Wood or Wood-Look Entry Doors – Often arched, plank-style, with iron hardware or strap hinges.
- 10 Recessed or Deeply Set Windows – Thick walls or trim details that imply deep-set construction.
- 11 Decorative Metal Light Fixtures and Hardware – Wrought iron or dark finishes for porch lighting, door knockers, etc. (Not Shown.)
- 12 Stone or brick window surrounds, used to accentuate and formalize windows.
- 13 Stepped or Asymmetrical Massing – Breaking up the overall form to mimic the organic growth of an old English house.

*Note: Masonry for this style is Tier 2 and shall be a minimum of 10% and a maximum of 100%.

TEXAS TUDOR DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Tudor style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **historical** siding treatments and detailing. A monochromatic color palette allow for subtle enhancements like the **curved entry, square muntin patterns, and steeply pitched roof** to become strong focal points that define this style.

Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components, **column details** are refined and introduce modern profiles and connection details, and **standing-seam metal window awnings** to an otherwise monochromatic color palette that highlights the simplistic forms of this style.

Bold

The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape. Colors and materials are more **modern**.

TEXAS TUDOR PRODUCT MATRIX

Rear Loaded Garage

Front Loaded Garage

2 - Story



30' Wide Home



FINAL GARAGE DOOR DESIGN TBD
APPROPRIATE TO VERNACULAR

40' Wide Home

1 - Story



30' Wide Home



FINAL GARAGE DOOR DESIGN TBD
APPROPRIATE TO VERNACULAR

40' Wide Home

(18)

TEXAS COLONIAL REVIVAL



(18)

TEXAS COLONIAL REVIVAL



All images are for inspiration purposes only and are meant to represent different design elements and components for each style & interpretation.

TEXAS COLONIAL REVIVAL ARCHITECTURAL DESIGN



TEXAS COLONIAL REVIVAL

Colonial Revival architecture blends the charm of early American designs with classical refinement, creating timeless homes that evoke a sense of history and tradition. While the style was at its height in the early 20th century, Colonial Revival continues to influence home design today. Modern Colonial Revival homes often feature updated materials (like vinyl siding or steel windows) and may incorporate more contemporary floor plans and open spaces, but they still retain the symmetrical facades, gable roofs, and classical details that define the style.

Key Elements:

Tier 1: Defining Characteristics

Must include all 4 — essential for immediate style recognition.

- 1 Moderate to Steep Roof Pitch (6:12 to 10:12) – Side gabled or hipped roofs preferred; creates the dignified silhouette.
- 2 Exterior materials include Wood as Secondary Material, and Brick or Stone as Primary Material*
- 3 Symmetrical Front Façade – with windows and doors aligned in a regular pattern; formality is key.
- 4 Tall, Narrow Windows with Multiple Panes are traditional, optional black or dark bronze framea, often in a 6-over-6 or 8-over-8 configuration.

Tier 2: Strong Style Reinforcers

Must include all 5 — essential to deepen authenticity.

- 5 Columned or Pilastered Front Porch or Portico – Full-width porches or more compact entries both work; square or slightly tapered columns.
- 6 Dormers (Gabled, Shed, or Eyebrow Style) – Adds livable second-floor spaces and rhythm to roof lines.
- 7 Centered or Decoratively Accented Front Door – The entry should be emphasized as the star of the façade.
- 8 Simple, Elegant Cornice Work – Modest overhangs with clean molding profiles, sometimes with dentils.
- 9 Classical-Inspired Front Door Surround – Pediment, pilasters, transom windows, or sidelights framing the entry.

Tier 3: Enhancements

Must include all 5 — allows subtle variety while staying stylistically correct

- 10 Shutters (Functional-Look Preferred) – Proportional to windows; black, dark green, or deep blue are historically appropriate. (Not Shown.)
- 11 Roof Dormers with Windows – Breaks up large roof planes and keeps the vertical rhythm.
- 12 Wood, Fiber Cement, or Brick Detailing – Such as belt courses or brick soldier courses to subtly articulate stories.
- 13 Traditional Lantern-Style Exterior Lighting – Flanking the front door or at the porch. (Not Shown.)
- 14 Sympathetically Sized Two-Story Massing – Avoids tall, thin forms; aims for a stately, boxy presence with balanced proportions.

*Note: Masonry for this style is Tier 1 and shall be a minimum of 10% and a maximum of 100%.

TEXAS COLONIAL REVIVAL DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Colonial Revival style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **traditional** siding treatments and detailing. Color palette and materials reflect **high-contrast** between trim and primary body colors. Structural elements feature modern **profiles, materials, and connections** to evoke a more current image. **Windows feature shutters** on first story.



Transitional

The overall form and massing is familiar, but **windows packages** are grouped together to become strong visual components. Varying **material sizes and applications** create a more enhanced elevation.



Bold

The overall form and massing is familiar and retains the vertical proportions, but **simplify the architectural details**. Materials are strategically placed to provide high contrast in **color and texture**. Window trim darkens to **provide more contrast** with the lighter siding materials.

TEXAS COLONIAL REVIVAL PRODUCT MATRIX

2 - Story

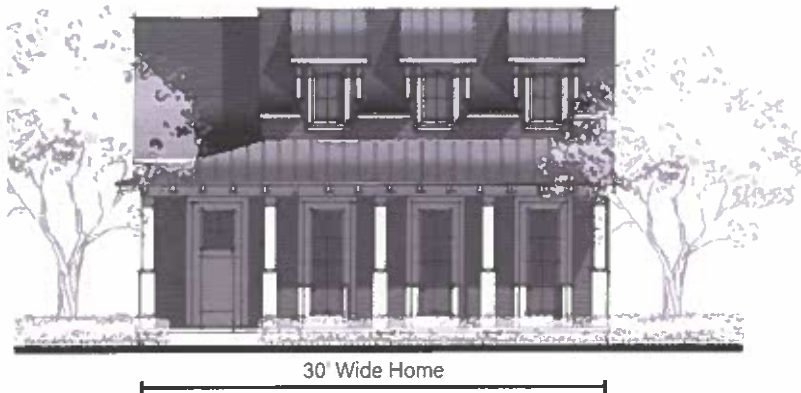
Rear Loaded Garage



Front Loaded Garage



1 - Story



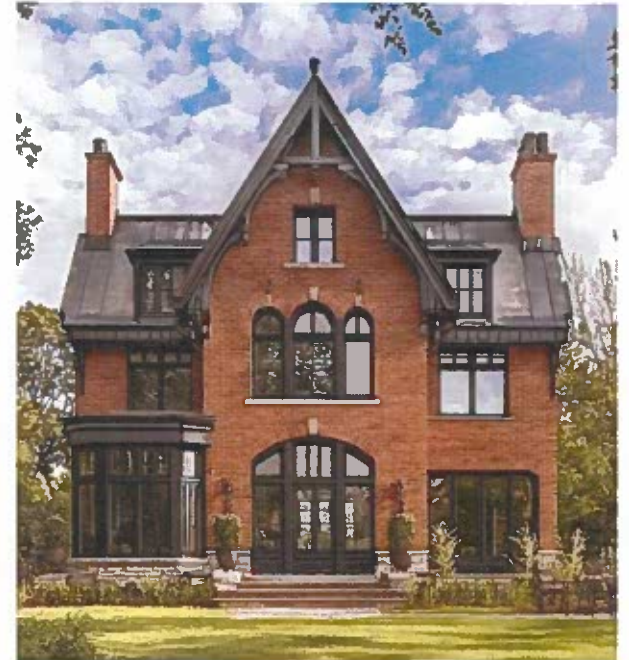
(18)

TEXAS VICTORIAN

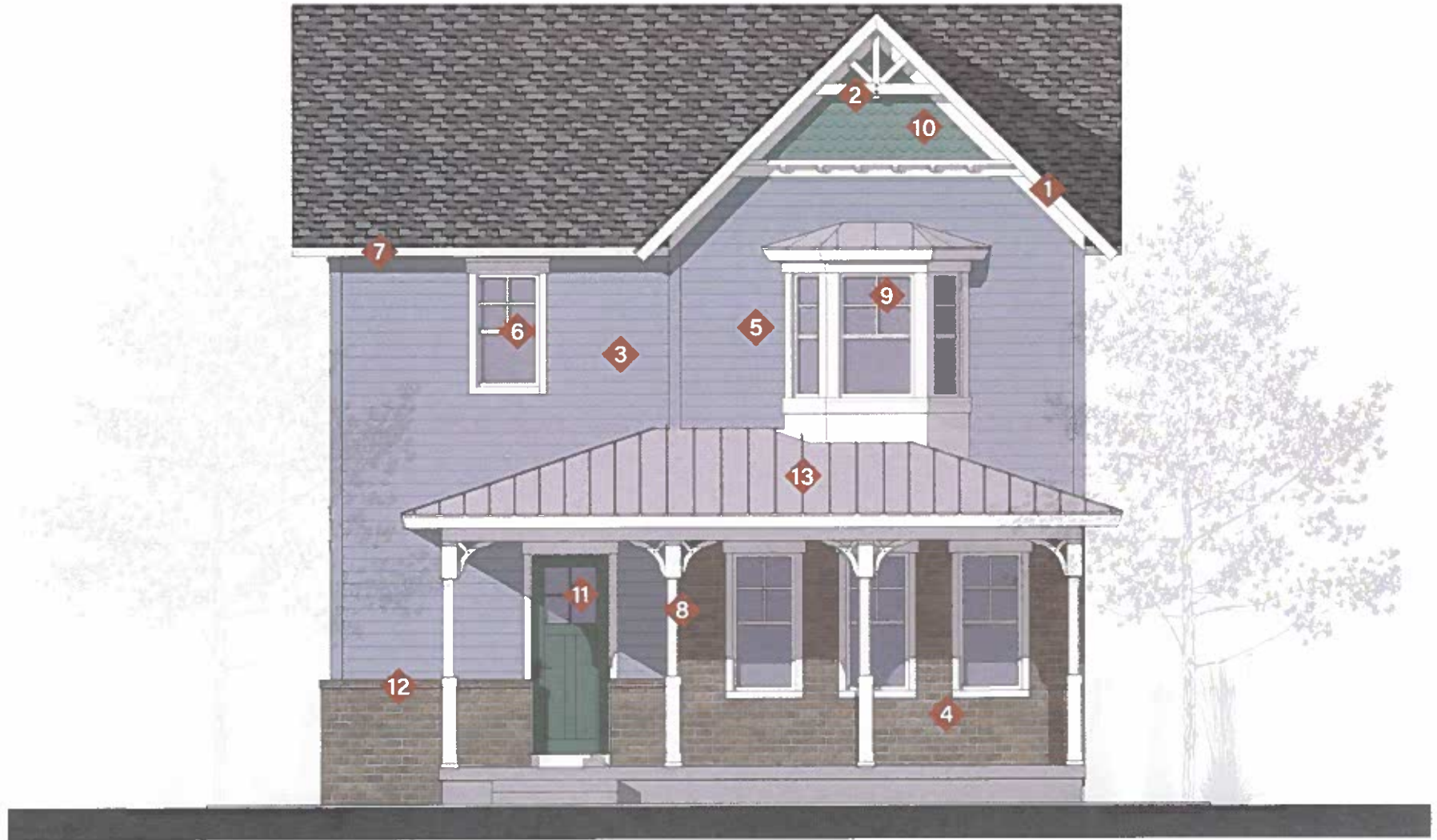


(18)

TEXAS VICTORIAN



TEXAS VICTORIAN ARCHITECTURAL DESIGN



TEXAS VICTORIAN

Modern Victorian blends the ornate charm and vertical proportions of 19th-century Victorian homes with simplified, updated materials and cleaner lines suited to contemporary living. This style retains key elements such as steep roof pitches, decorative gable trim, and textured siding while embracing a more restrained, modern color palette and streamlined detailing.

Key Elements:

Tier 1: Defining Characteristics

Must include all 3 — these are non-negotiable to maintain style integrity.

- 1 Simple Gable Roof Form(s) incorporating at least an 8:12 Pitch.
- 2 Decorative Gable Trim or Brackets - Evokes historic ornamentation
- 3 Vertical Siding Element (e.g., Board and Batten or Shiplap)- Brings texture and historical rhythm, often in accent gables or second stories.

Tier 2: Strong Style Reinforcers

Must include all 5 — highly recommended for authenticity.

- 4 Decorative brickwork and patterned masonry*
- 5 Asymmetrical Façade with a Projecting Front Gable - Establishes a dynamic Victorian form.
- 6 Tall, Narrow Windows with Divided Lights - Classic proportions that hint at late 19th-century influence.
- 7 Contrasting Trim & Siding Colors - Helps accentuate the style's depth and detail.
- 8 Porch with Turned or Square Posts

Tier 3: Enhancements

Must include all 5 — use to create variety or reinforce details.

- 9 Decorative Window Crowns or Surrounds - Adds elegance and refinement to window openings.
- 10 Use of Accent Shingles in Gables - Texture variety that recalls historic cladding details.
- 11 Transom or Sidelight at Entry Door - Enhances the entry's visual presence and brings light inside.
- 12 Tall Base or Water Table Trim - Defines a clear base visually and historically.
- 13 Metal Roof Accent (e.g., over porch or bay window) - Nods to the blend of modern with classic, adds subtle contrast.

*Note: Masonry for this style is Tier 2 and shall be a minimum of 10% and a maximum of 100%.

TEXAS VICTORIAN DESIGN SPECTRUM

In order to enhance the Kemp Tract context, which will be urban in nature, the Texas Victorian style may be expressed in various ways to relate to a parcel's immediate context.



Traditional

Elevation reflect more **historical** siding treatments and detailing. A **diverse color** palette allow for accented enhancements like the **decorative gables and trim** to become strong focal points that define this style.



Transitional

The overall form and massing is familiar, but **window packages** are grouped together and have minimal divided light. **Column details** are refined and introduce modern profiles and connection details. **Standing-seam metal window awnings** are introduced with modest ornamentation.



Bold

The overall form and massing is familiar, but material and window expressions create an **asymmetrical** image for a more **contemporary** feel. Materials are strategically placed to provide high contrast in **color and texture** to create interest and provide a more varied streetscape. Colors and materials are more **modern**.

TEXAS VICTORIAN PRODUCT MATRIX

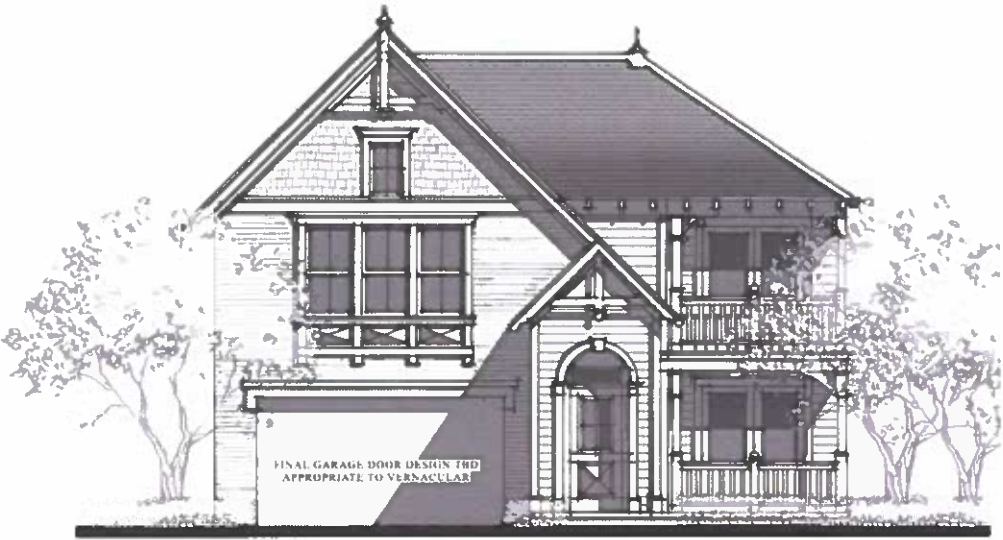
2 - Story

Rear Loaded Garage



30' Wide Home

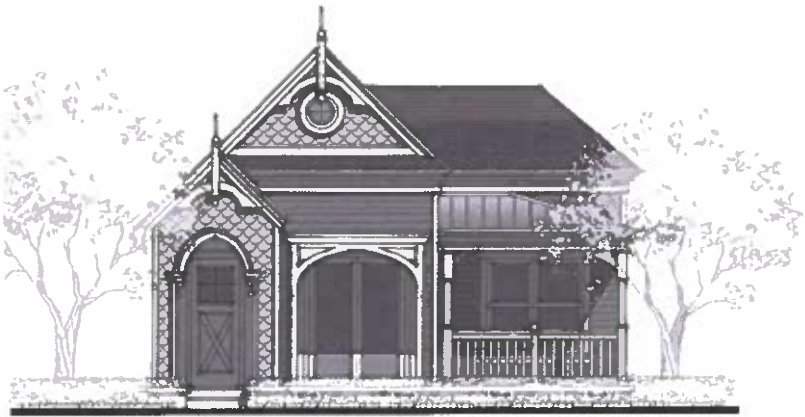
Front Loaded Garage



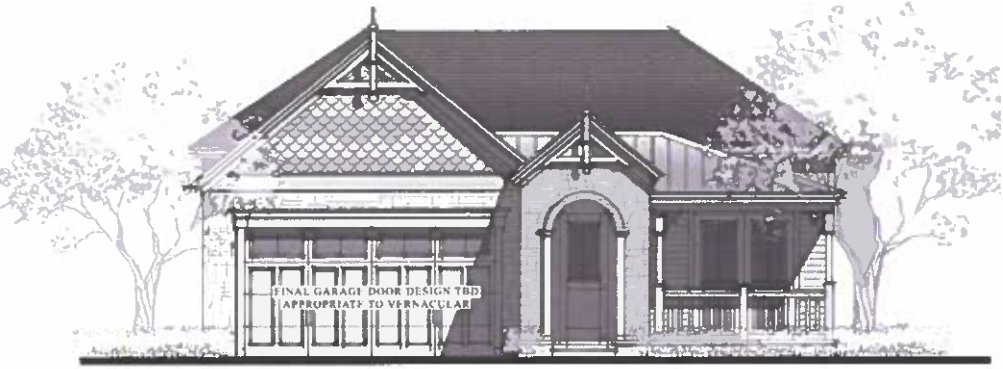
FINAL GARAGE DOOR DESIGN TBD
APPROPRIATE TO VERNACULAR

40' Wide Home

1 - Story



30' Wide Home



FINAL GARAGE DOOR DESIGN TBD
APPROPRIATE TO VERNACULAR

40' Wide Home

UNIFIED DIVERSITY

Plan Repetition

The intent of this section is to promote architectural diversity, maintain visual interest, and prevent repetitive streetscapes within the community. A home shall promote unified diversity by being compatible with neighboring houses.

Single Family Detached

A dwelling designed and constructed as a freestanding structure for occupancy by one (1) family and located on a lot or separate building tract and having no physical connection to a building located on any other lot or tract and occupied by one (1) family.

Repetition of Floor Plan and Elevation

- The same floor plan and elevation combination shall not be constructed on any lot immediately adjacent to, or directly across the street from, another home with the same combination.
- For the purpose of this section, "immediately adjacent" shall mean the lots directly to the left and right of a given lot.
- Identical floor plans may be used if paired with a different elevation.

Exterior Color Scheme

- No two homes located on adjacent lots or directly across the street from one another shall utilize the same exterior color scheme, regardless of floor plan or elevation.
- "Exterior color scheme" shall be defined as the combined palette of siding, trim, and accent colors.

Remedy for Non-Compliance: If two homes are constructed in violation of these standards, the preferred remedy shall be alteration of the exterior color scheme to a different palette to maintain architectural diversity.

Single Family Attached

A structure that has two (2) or more single-family dwelling units erected in a row as a single building on adjoining lots, each unit separated from the adjoining unit(s) by a fire wall.

Repetition of Floor Plan and Elevation

- The same floor plan and elevation combination shall not be constructed on any building immediately adjacent to, or directly across the street from, another building with the same combination.
- For the purpose of this section, "immediately adjacent" shall mean the lots directly to the left and right of a given lot.
- Identical floor plans may be used if paired with a different elevation.

Exterior Color Scheme

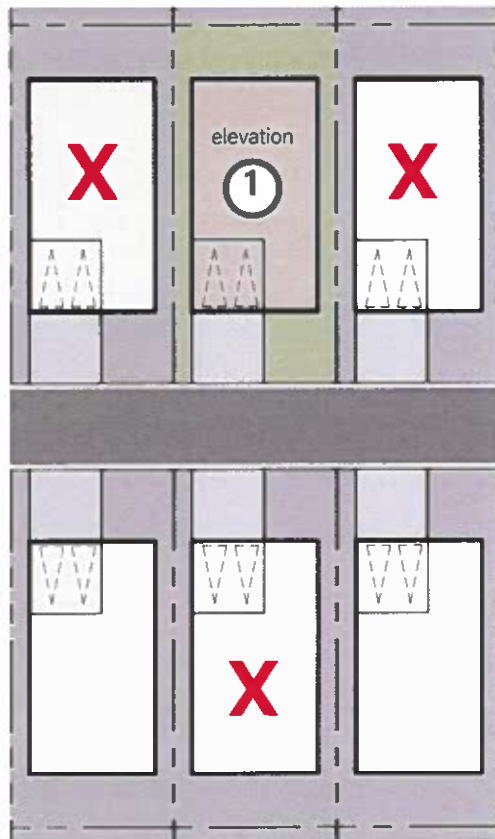
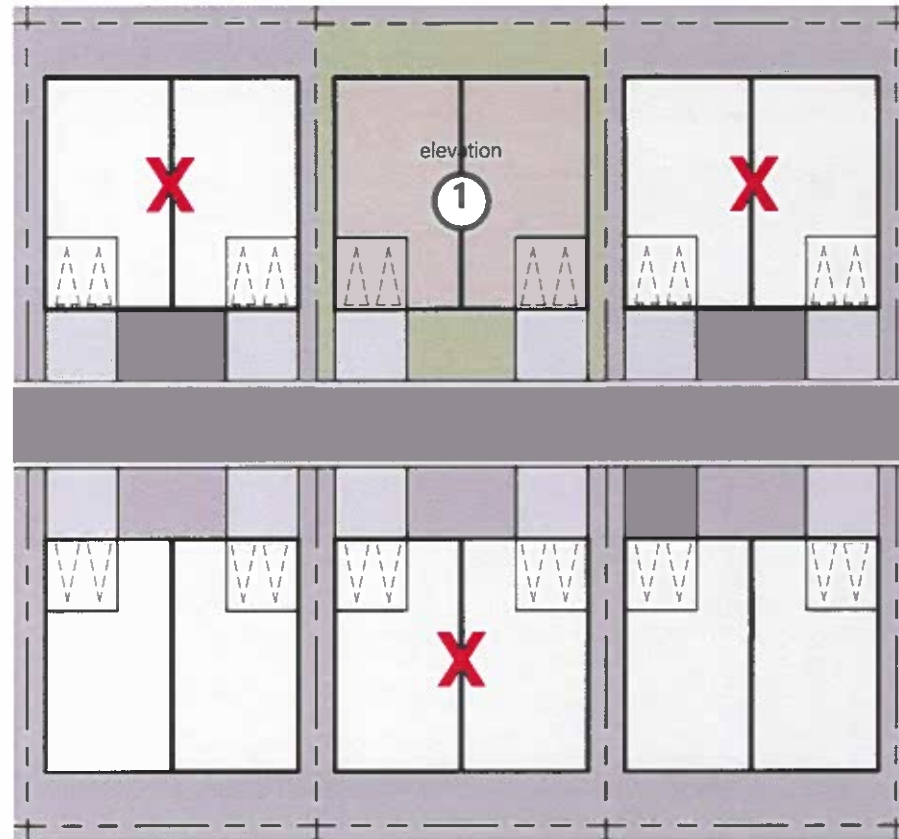
- No two buildings adjacent or directly across the street from one another shall utilize the same exterior color scheme, regardless of floor plan or elevation.
- "Exterior color scheme" shall be defined as the combined palette of siding, trim, and accent colors.

Remedy for Non-Compliance: If two buildings are constructed in violation of these standards, the preferred remedy shall be alteration of the exterior color scheme to a different palette to maintain architectural diversity.

Anti Monotony Diagram:

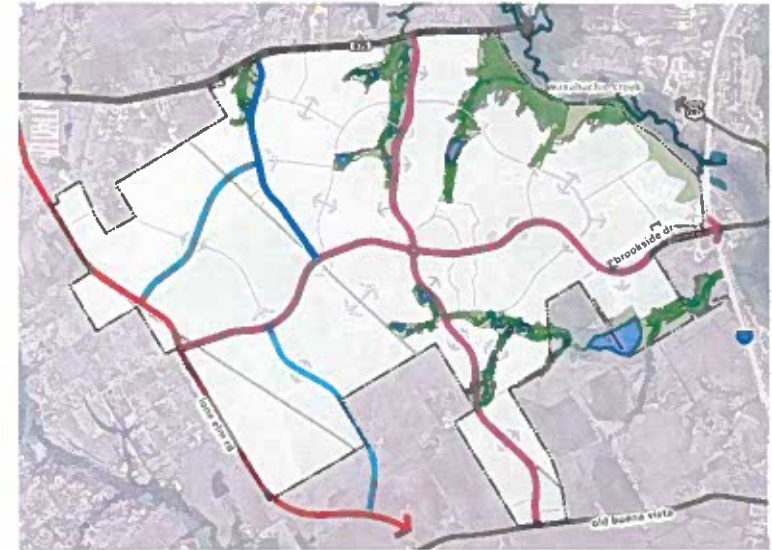
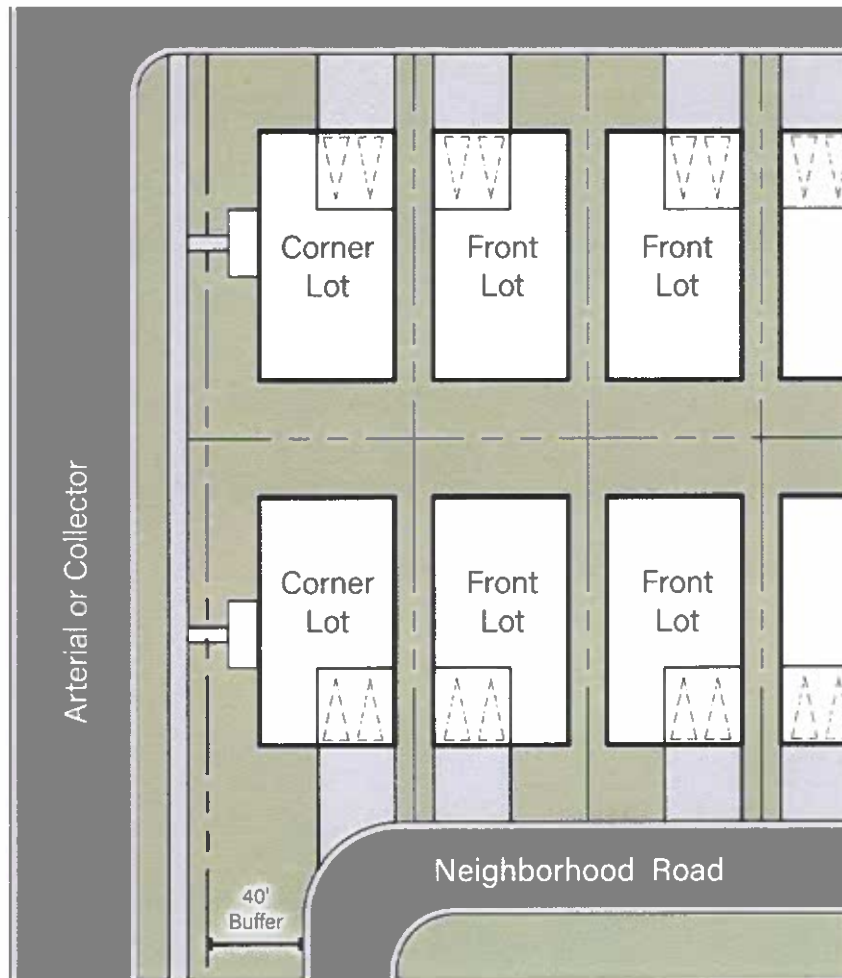
Below is an example of acceptable color and elevation distribution. Various styles of architecture and product types throughout the community will aid in heightening the architectural diversity of the streetscape. This will lead to minimal elevation repetition within one block face.

1. The same floor plan and elevation combination shall not be constructed on any lot immediately adjacent to, or directly across the street from, another home/building with the same combination.
2. No two homes/buildings located on adjacent lots or directly across the street from one another shall utilize the same exterior color scheme, regardless of floor plan or elevation.

Single Family Detached**Single Family Attached**

PRODUCT DISTRIBUTION FRONT LOAD PRODUCT

Front Load Product includes Single Family attached and detached units.

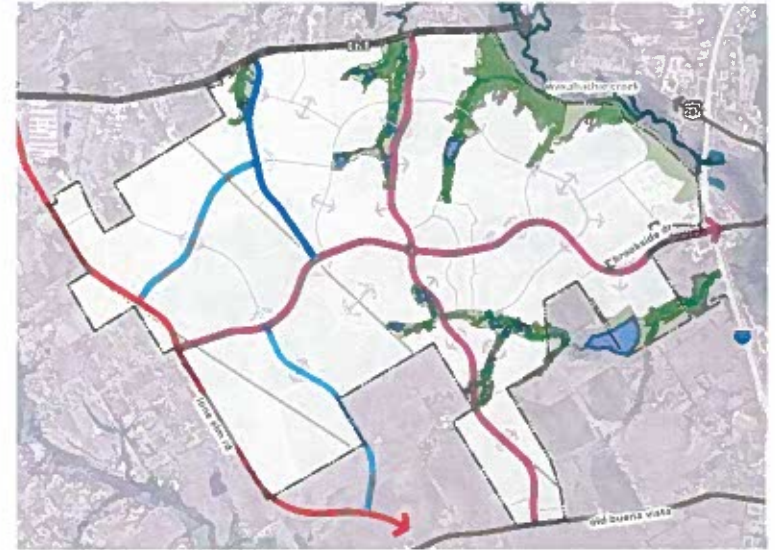
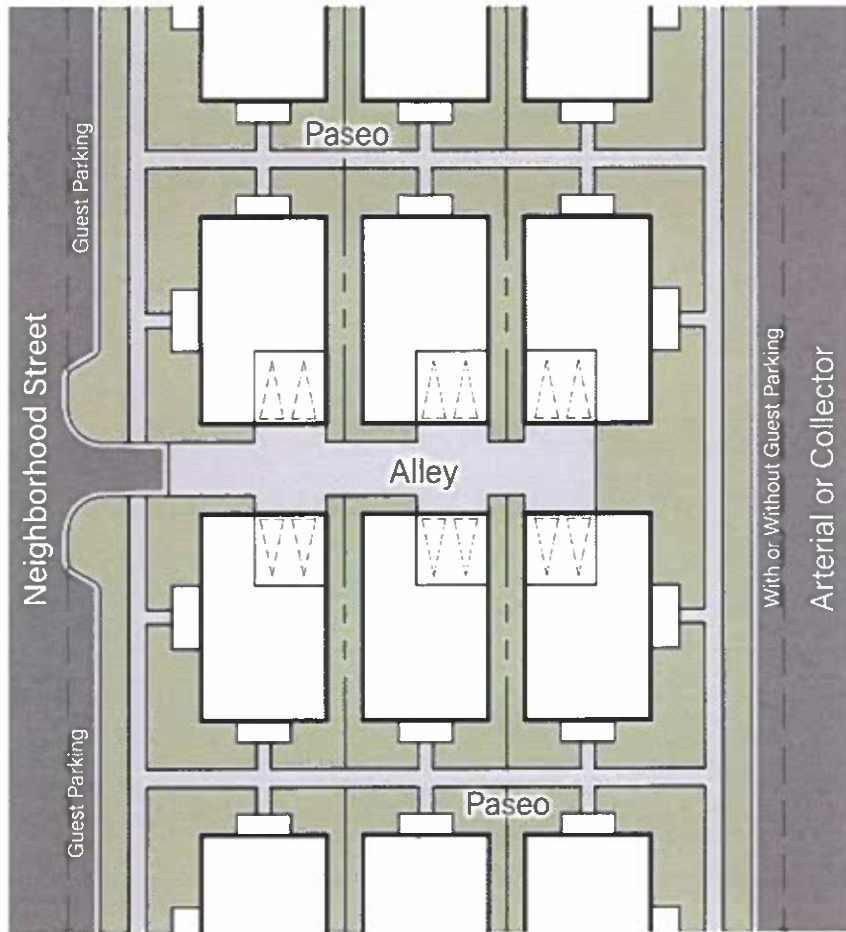


- Major Arterial
- Greenway Arterial
- Major Collector
- Minor Collector
- Existing Streets

Note: An important aspect supporting overall community aesthetics is to avoid locating the backs of homes or garage doors such that they are overtly visible from heavily traveled arterials and collector roads. In addition to berm and layered landscaping between the travel lanes and adjacent neighborhoods, the following product orientation diagrams prescribe how homes along arterials and collectors should address the street when no berms or walls are present.

PRODUCT DISTRIBUTION PERPENDICULAR PRODUCT

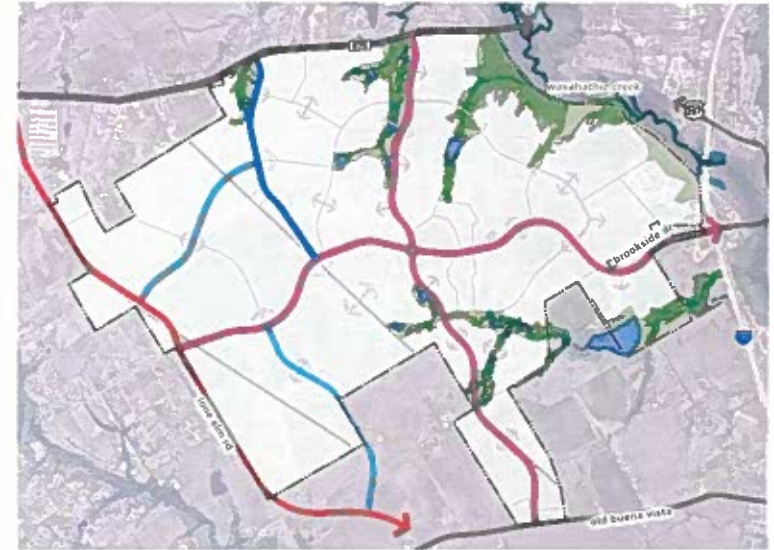
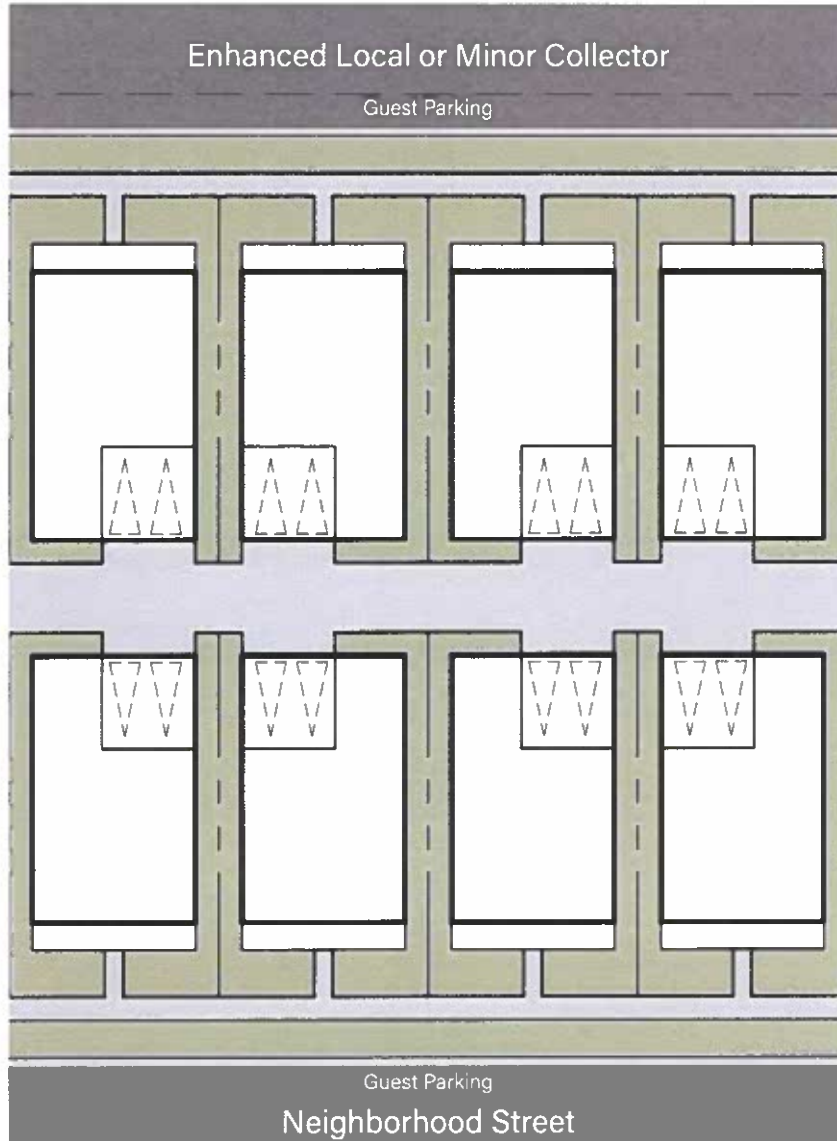
Perpendicular Product includes Cottages, Clusters, Townhomes and Single Family units. Porches must face the street when the unit is perpendicular to an road or street. Middle unit porches must face the Paseo.



- Major Arterial
- Greenway Arterial
- Major Collector
- Minor Collector
- Existing Streets

PRODUCT DISTRIBUTION TYPICAL TND PRODUCT

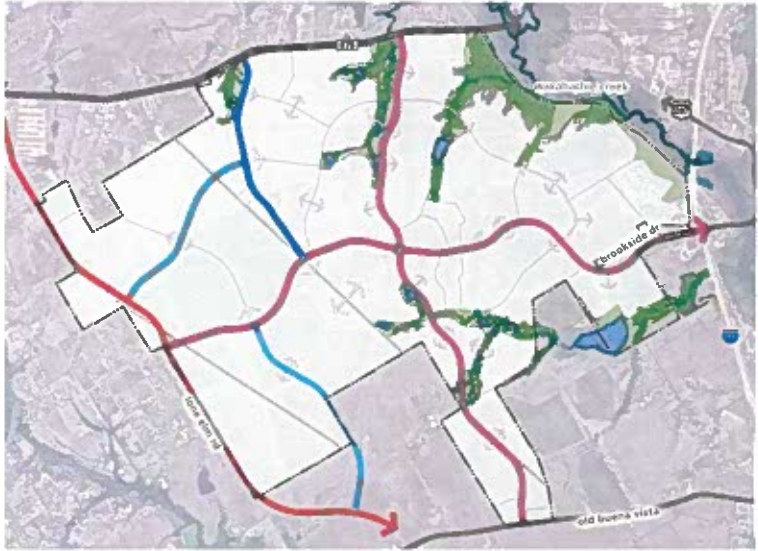
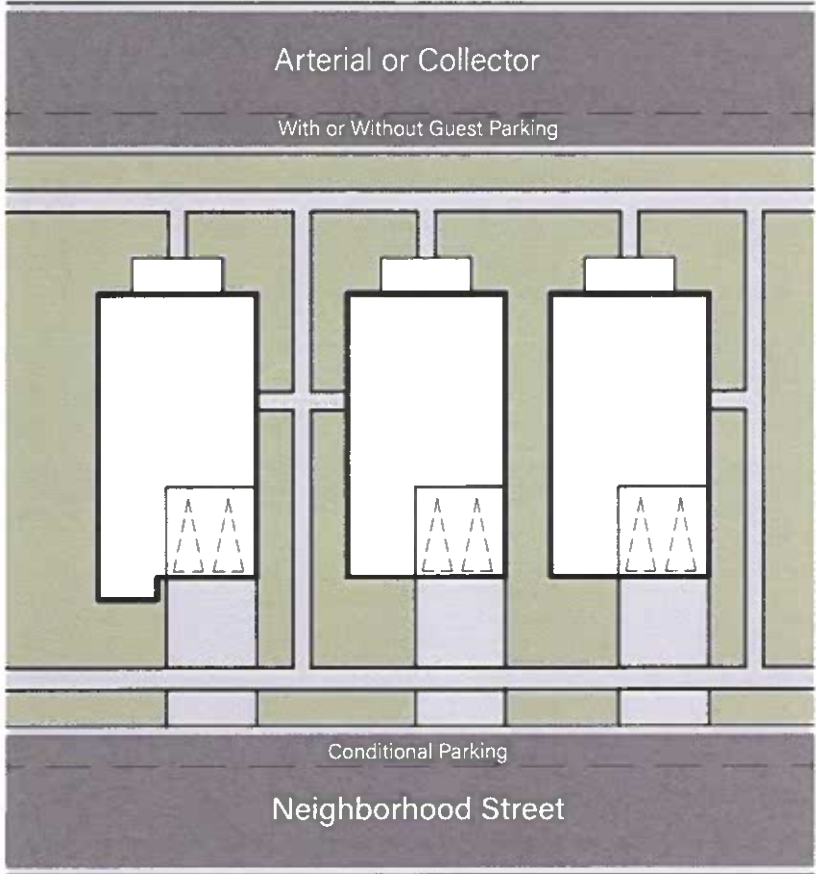
Typical TND Product includes porches that face main roads. Corner units shall have side facing porches.



- Major Arterial
- Greenway Arterial
- Major Collector
- Minor Collector
- Existing Streets

PRODUCT DISTRIBUTION HYBRID TND PRODUCT

For Hybrid TND Product porches must face the non-garage loaded roads. Guest Parking is allowed on the garage loaded road.



- Major Arterial
- Greenway Arterial
- Major Collector
- Minor Collector
- Existing Streets

PURPOSE & INTENT

The following Development Standards are intended to incorporate high-quality requirements for the Kemp Tract to ensure that the resulting dwelling units positively contribute to Waxahachie's community image. These homes are inspired by the historic structures in Waxahachie and may incorporate new development concepts such as New Urbanism and Traditional Neighborhood Development (TND).

Since the standards are based upon historical styles located within and surrounding Waxahachie, the standards require adherence to elements of that style and not to applying broad material requirements that may be inappropriate for that style. All residential buildings and structures are intended to be constructed in such a manner as to coincide with the style-based approach within the Kemp Tract. Style characteristics including form, roof pitch, material applications and details are outlined on pages 4-33.

The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new residential building construction occurring within the Kemp Tract.

Definitions

For the purpose of this section, the following definitions shall apply:

Masonry Construction

This term 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 within each zoning district, this term shall include hard-fired brick, kiln-fired clay or slate materials; stone, including naturally-occurring granite, marble, limestone, slate, river rock, cast stone or other similar hard and durable all-weather stone; decorative concrete block; concrete pre-cast or brick tilt-wall panels; glass blocks or tiles; or stucco.

Non Masonry Construction

The following materials shall not qualify nor be defined as Masonry Construction in meeting the minimum requirements for the exterior construction of buildings, unless specifically approved by the City's Building Official for single-family or by the City Council on an approved Concept Plan or Detailed Site Plan.

- Adobe or mortar wash surface material;
- Exterior insulation and finish system (EIFS), acrylic matrix,

synthetic plaster, or other similar synthetic material;

- Aluminum, PVC or other plastic-based siding material;
- Lightweight or featherweight concrete blocks or cinder blocks; or
- Any other cementitious product not listed above.

Single-family (detached or attached)*:

All residential buildings and structures located within the Kemp Tract shall be constructed in such manner as to coincide with the style-based approach for the Kemp Tract. Style characteristics include form, roof pitch, material applications and details are outlined in The Architectural Design Guide, pages 4-33. All construction shall also be performed in accordance with the City's building code and fire prevention code. Strict adherence to this rule shall not be such as to prevent architectural creativity.

All residential buildings and structures with an exterior wall other than the front elevation and adjacent to an arterial or collector public right of way (see The Architectural Design Guide, pages 36-39) must adhere to the following requirements:

- Side elevations not screened by solid walls or landscape shall demonstrate continuity of style. And shall be softened by one or a combination of building projections, one-story building elements, recognizable architectural element(s), breaks in eave lines, material patterns, balconies or covered porches.

DESIGN STANDARDS

- Window/opening composition must be proportional and cohesive with the architectural style of the building along the entire side elevation

Roof materials shall be comprised of one of the following:

- Laminated, three-dimensional appearance composition architectural shingle with a thirty (30) year minimum;
- Flat pan standing seam metal roofing with only a factory applied, low reflectivity finish.
- Terracotta, concrete, composite, or slate tile in muted colors.

*These criteria apply to Cluster Residential as defined in the Kemp Tract PD

Front Entry Walkways:

- A hard surface walkway with a minimum improved width of three (3) feet must be constructed from the sidewalk or driveway to the front door of each primary structure.
- Walkways may be surfaced with concrete, pavers, laid bricks, or any other such material and in accordance with City standards.

Front Covered Porches:

- Front covered porches shall be required for seventy-five (75) percent of all dwelling units within each subdivision.
- These covered porches must meet the following minimum criteria:

- A front covered porch that is permanently attached to, and is an integral part of the primary structure, shall be constructed of like and similar materials to those of the primary structure. Alternative materials, i.e., cedar or other complimentary products, may be approved by the Building Official and Director of Planning as part of the Volume Builder – Architectural Master Set.
- Each front covered porch must include a minimum usable area of forty (40) square feet with a minimum depth of five (5) feet from the primary structure, as measured perpendicular to the front door.
- A front covered porch is any portion of the front elevation that is covered by a roof and has a usable area underneath. Porches include recessed front entrances and are not required to include posts, if appropriate to the architectural style.

Garages:

- Detached garages shall be constructed with exterior materials that are compatible to those used for the primary structure.
- All street-facing garages are to be located twenty (20) feet from either the front property line or adjacent sidewalk. Twenty-five (25) percent of these dwellings shall have garages with at least one of the following designs:
- Rear entry;
- J-Swing Drives (front entry), if the width of the lot allows; or
- Front entry garage greater than or equal to three (3) feet behind the front building face and/or porch or not more than five (5) feet forward from the front building face and/or porch.

Minimum Architectural Requirements:

- **Architectural Relief:**
 - The outside shape of a dwelling unit shall contain a minimum of five (5) outside corners with a minimum wall length of two (2) feet.
 - There shall be no uninterrupted wall length of twelve (12) feet or more on any façade that is adjacent to a public right-of-way or open space. This standard applies to the front façade on the interior lot or the front and side façade facing a street or open space on a corner lot. An interrupted wall can be achieved through a window, architectural detail, breaks in material patterns, or offset in the building face, or similar element that breaks the massing of the façade.
 - Minimum and maximum roof pitch is based upon the architectural style (see pages 4-33).
 - Each dwelling unit shall be constructed with a roof overhang of not less than twelve (12) inches as measured from the finished exterior building façade to the soffit unless a) on a gable end, b) the roof pitch is 8:12 or greater or c) the roof overhang reinforces the style characteristics (see pages 4-33).
- **Minimum Number of Elevations for Single Family:**
 - The same floor plan and elevation combination shall not be constructed on any lot immediately adjacent to, or directly across the street from, another home/building with the same combination. (See page 41)
 - No two homes/buildings located on adjacent lots or directly across the street from one another shall utilize the same exterior color scheme, regardless of floor plan or elevation. (See page 41)
- **Front Building Face:** The front building face must contain a minimum of thirty (30) percent of the wall area in windows or doors.
- **Rooftop Solar Panel Systems:**
 - Must be installed to leave no greater than six (6) inches between rooftops.
 - Must match the roof pitch on a pitched roof.
 - Screening is required on flat roofs.
 - Panels shall not be installed on rooftop elevations facing the front right-of-way.
 - If the solar panel request is denied by staff, applicant may appeal decision by applying for SUP approval when the request is in a zoning district permitting the placement of solar panels by right.
- **Ground-mounted Solar Panel Systems must be located behind the primary residence and not visible from the right-of-way.**
 - If the solar panel request is denied by staff, applicant may appeal decision by applying for a SUP for approval when the request is in a zoning district permitting the placement of solar panels by right.
- **Roof Design**
 - Screening of equipment is required on flat roofs.
 - Solar Panels shall not be installed on elevations facing a right-of-way.
 - Except for Flat roofs, porches and detailing, roof pitch should adhere to style characteristics.
 - Each dwelling unit shall be constructed with a roof overhang of not less than twelve (12) inches as measured from the finished exterior building façade to the soffit. Unless the roof is flat or consistent with style-based characteristics.
 - A flat roof and parapet that conceals the roof and any roof-mounted equipment, may be acceptable.

DESIGN STANDARDS

Exemptions

The following structures are exempt from the criteria outlined herein and from Development Standards, Sec. 5.01 Exterior Construction Requirements

- Temporary construction buildings, field offices and sales offices. Construction buildings and field offices shall be removed in accordance with applicable language in the approved PD.
- Private Recreation Facilities for the use of residents of homes in the Traditional Residential and Active Adult residential land use areas. These Private Recreation Facilities shall not be required to adhere strictly to any one of the styles described herein but must have common design elements that complement the various styles proposed for the residential dwelling units. See following Primary Amenity and Welcome Center section.

Multi-Family*

In addition to the standards outlined above, multi-family buildings shall have the following architectural requirements

- **Masonry**
All principal buildings and structures constructed for Multi-Family use, shall be constructed in such manner to include Masonry Construction per the style characteristics outlined in The Architectural Design Guide, pages 4-33 and covering the exterior walls, excluding doors and windows as follows:
 - Any exterior façade of a building that is adjacent to Arterial or Collector Streets shall have the same masonry requirements as the front elevation.

- Building elevations that are not adjacent to Arterial or Collector Streets shall have a minimum of 50% Masonry Construction.
- Multi-Family Masonry Considerations for Approval: In addition to the minimum standards herein, consideration for the use of non-masonry materials shall also be based on the following:
 - The architectural design and creativity of the dwelling units proposed;
 - The quality and creativity of the overall development proposed and
 - Compatibility of the dwelling units proposed with surrounding developed properties and structures.

• Approval Process:

- Building and Community Services Department Action: The City Manager or designated representative shall approve or deny any site plan and related Building Façade Plan submitted that involves the proposed use of non- masonry materials.
- Planning and Zoning Commission and City Council Appeal: If the site plan is denied by the City Manager or designated representative, the applicant may appeal the decision to the Planning & Zoning Commission and City Council.

• Architectural Styles

- All buildings shall be designed and constructed specific to architectural style including form, roof pitch, material applications and details (see The Architectural Design Guide, pages 4-33).

*These criteria do apply to Senior Apartments as defined in the PD.

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PRIMARY AMENITY AND WELCOME CENTER DESIGN STANDARDS



PURPOSE & INTENT

These Design Requirements are intended to establish a cohesive, high-quality, and contextually appropriate architectural character for the Kemp Tract Primary Amenities and Welcome Center. This Amendment is submitted in alignment with the spirit and intent of the proposed Residential Design Standards for the Kemp Tract which draw on local vernacular styles.

Our goal is to provide for the thoughtful use of authentic materials and regionally inspired design principles while maintaining the quality and durability envisioned for the overall Kemp Tract and the larger Waxahachie Community.

While the design intent is to be context sensitive to the surrounding vernacular themed residential architecture, the scale and diversity of uses of these facilities do not lend themselves to one particular style. These design standards propose guidance on fundamental forms and materials while also providing flexibility during the design and approval process.

Architectural Character & Vision

The Amenity Town Centers and Welcome Center will embody a modern interpretation of Texas vernacular architecture, blended with design principles inspired by regional architects. These buildings will serve as the social and lifestyle heart of the community and will:

- Integrate indoor-outdoor living
- Respond to the natural site and landscape
- Respect the historical precedents of local architecture
- Employ honest materials and craftsmanship
- Create a comfortable, human-scaled environment
- Use Texas regional styles with rustic elements mixed with modern interpretation of agrarian or ranch structures
- Use of native materials (stone, timber, metal)
- Provide strong indoor-outdoor connections (porches, breezeways, shade structures)
- Integrate asymmetrical building forms and massing that respond to site and landscape
- Include warm, natural color palettes

Material Palette

The images are provided for illustrative purposes only.

Materials Palette description

- Primary Materials (for walls and facades):
 - Masonry such as, but not limited to, Native limestone or sandstone, Brick and other forms of masonry as defined in the Non-Res and Residential code.
 - Board-formed or integral color concrete
 - Decorative Metal siding (factory-finished or weathered appearance)
 - Decorative Wood siding (natural, treated, or thermally modified)
 - Cementitious Board siding
 - Stucco (smooth troweled finish)
 - Painted metal panels (muted, earthy tones)
- Accent & Feature Materials:
 - Structural steel or painted steel elements
 - Weathering steel (Cor-Ten)
 - Heavy timber elements
 - Shou Sugi Ban or charred wood (limited application)
 - Decorative Cementitious Board siding to replicate wood appearance.

DESIGN STANDARDS

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Material Image 1:



Board and batten siding.

Corten steel accents/ detailing

Native stone, steel and wood.

Patterned metal panels

Antique Texas brick/ wood accents

Cast concrete, compacted gravel and corten steel

Images are provided for illustrative purposes only

Material Image 2:



Metal glazing systems

Weathered brick finishes

Smooth stone, wood and stone.

Standing seam metal roofing

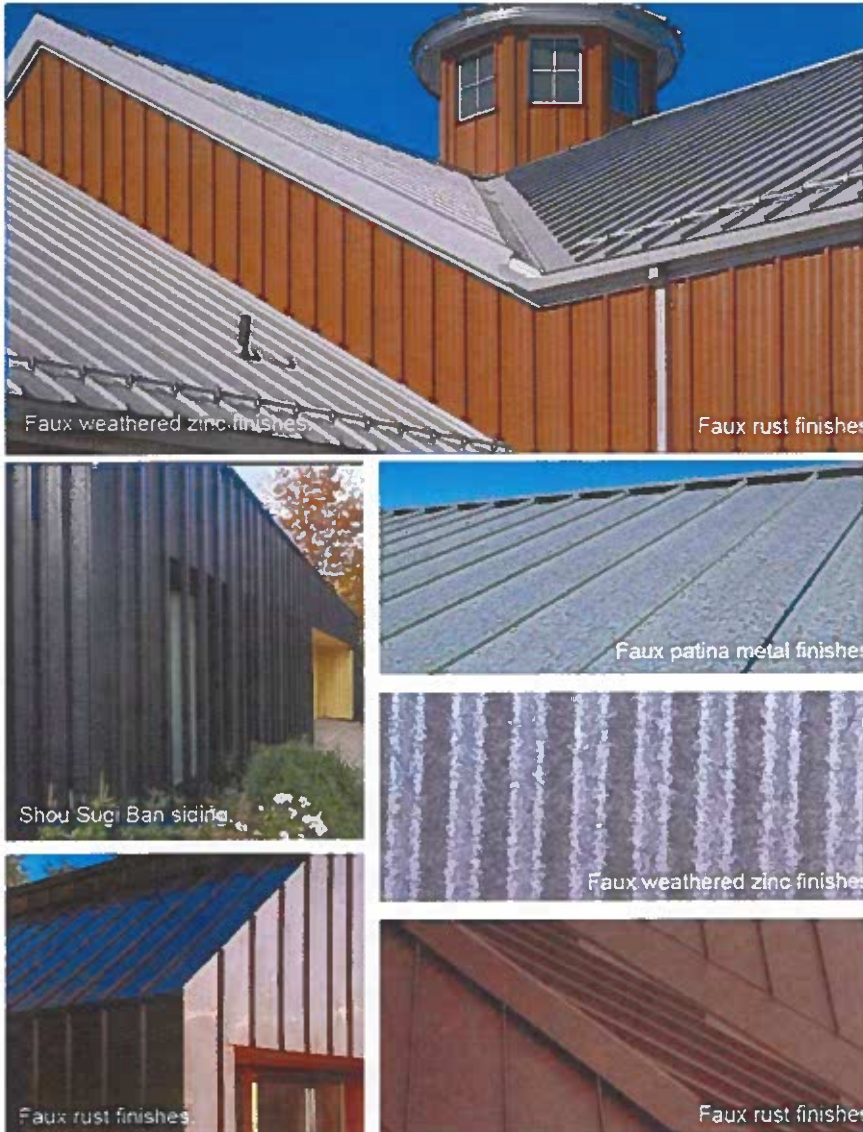
Dimensional tile roofing.

patterned brick accents

Architectural shingle roofing.

Images are provided for illustrative purposes only

Material Image 3:



Images are provided for illustrative purposes only

Roof Design

- Varied roof forms encouraged to break down building mass
- Permitted materials:
 - Standing seam metal roofs (preferred)
 - Cement or Clay Tiles (secondary material)
 - Dimensional (Architectural) shingles
 - Flat roofs with articulated parapets where there is a need to screen mechanical.
- Deep overhangs encouraged for shading

Fenestration & Openings

- Large window groupings to encourage transparency
- Operable window walls or doors for indoor-outdoor connectivity
- Aluminum-clad, steel, or wood windows

Color Palette

Colors shall be drawn from the regional landscape, including:

- Earth tones, natural stone colors, aged woods
- Weathered metals
- Bright accent colors used sparingly

DESIGN STANDARDS

Flexibility & Approval Process

Recognizing the Amenity Town Centers and Welcome Centers' roles as unique community features, materials and design approaches for these amenities, including alterations to the standard masonry requirements and to Sec. 5.01 Exterior Construction Requirements, may be approved administratively by the City Manager or his Designee, provided that:

- The design contains elements in the Architectural Character & Vision stated herein;
- Building materials conform to the Materials Palette (Primary Materials (for walls and facades) and Accent & Feature Materials) described herein;
- Roof design conforms to the Roof Design requirements herein;
- Fenestration & Openings are provided in accordance with the Fenestration & Openings requirements herein;
- Building material colors conform to the Color Palette herein;
- Material durability and longevity are confirmed through technical specifications; and,
- Building design is compatible with surrounding architecture.

Additionally, the City Manager or his Designee have the authority in the Development Agreement to administratively approve any necessary deviations from applicable standards set forth in the Development Agreement.

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Alignment with Spirit & Intent of Approved Requirements

The design approach outlined herein is fully aligned with the foundational goals of the City-approved Emory Lakes Non-Residential Architectural Requirements:

- Commitment to high-quality materials
- Design creativity and innovation
- Contextual sensitivity to Waxahachie's architectural heritage
- Craftsmanship and durability

These requirements preserve the integrity and vision of the original code while providing the necessary flexibility to create a memorable and regionally authentic Amenity Center experience while at the same time maintaining the distinctiveness that makes the proposed development a desirable community for all ages.

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NON-RESIDENTIAL & MIXED USE DESIGN STANDARDS



PURPOSE & INTENT

These Design Requirements are intended to establish a cohesive, high-quality, and contextually appropriate architectural character for the Kemp Tract Non-Residential and Mixed Use development areas.

Our goal is to provide flexibility for the thoughtful use of authentic materials and regionally inspired design principles while maintaining the quality and durability envisioned for all of the Kemp Tract and the larger Waxahachie Community.

The forms and materials are proposed to be consistent with the design that will be in the nearby Welcome Center and Primary Amenity areas, which in turn will be consistent with the larger vernacular style based approach that will be present in the residential architecture of the community.

DESIGN STANDARDS

The standards and criteria contained within this section are deemed to be minimum standards and shall apply to all new building construction occurring within the Kemp Tract.

Definitions

For the purpose of this section, the following definitions shall apply:

Masonry Construction

This term 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 within each zoning district, 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. See the definition of Masonry construction for further information.

- Within the Mixed Use District, masonry shall include (in addition to the allowed masonry items above):
 - Glazed ceramic and porcelain tile.
- The following materials are permitted within the Mixed Use Districts;
 - Fiber reinforced plastic (with the exception of plastic or vinyl siding) - used for exterior building components, including but not limited to: cornice and entablature elements, decorative columns and pilasters,

storefront trim, railings, and balustrades, spandrel panels, and similar elements.

- Painted steel and aluminum, cast iron, bronze, brass, copper (including terne coated)
- Roofing materials (visible from any public right-of-way): copper, factory finished painted metal, slate, synthetic slate, terracotta, cement tile, glass fiber shingles, composite tiles.
- Materials other than those listed above may be used for architectural trim and accent applications including, but not limited to, cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings

Non-Masonry Construction

The following materials shall not qualify nor be defined as Masonry Construction in meeting the minimum requirements for the exterior construction of buildings, unless specifically approved by the City's Director of Planning during Site Plan approval.

- Adobe or mortar wash surface material;
- Exterior insulation and finish system (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material;
- Aluminum, PVC or other plastic-based siding material;
- Lightweight or featherweight concrete blocks or cinder blocks; or
- Any other cementitious product not listed above

DESIGN STANDARDS

Minimum Masonry Exterior Construction Standards

The standards and criteria contained within this subsection are deemed to be minimum standards and shall apply to all new building construction occurring within the Planned Development District or as otherwise required in this Development Agreement for changes of use, expansions of non-conformities, or other applicable building modifications.

Application Requirements

Any application for the use of masonry materials that is not otherwise permitted by this Development Agreement shall require the following:

Site Plan

All requests for the use of masonry materials shall be submitted to the City in writing on an application form available in the Planning Department office and shall be noted and described on a Site Plan. A building permit shall be required for any development wherein the use of masonry materials is proposed in accordance with this section of the Development Agreement.

Building Façade Plan

The architectural style and scale of a proposed nonresidential structure shall be submitted in the form of scaled drawings with proposed four façade elevations. This submission shall be submitted with and shall be a component of the Site Plan or building permit application.

- If the use of masonry materials is approved, these drawings will serve as examples of what the City anticipates for the

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overall development.

- The Building and Community Services Department may require actual samples of any proposed masonry products and the actual colors to be used. Such samples shall be submitted as part of the Building Façade Plan.

Quality Control

Any question as to whether the durability or installation of the masonry materials is in accordance with this section of the Development Agreement, and/or with the City's Building Code, shall be determined by the City's Director of Planning. The appropriateness of the application in terms of quality shall be determined as part of a Site Plan or Building Façade Plan approval.

- If the Director of Planning deems the installation insufficient to meet the City's Building Code or the manufacturer's written specifications and requirements (including spirit and intent) of these regulations, then a Certificate of Occupancy shall not be issued unless and until the installation is deemed satisfactory. Any appeal of this decision may be made to the Planning and Zoning Commission. If denied by the Planning and Zoning Commission, may be further appealed to the City Council.
- The method of painting or color application, including the type of paint and materials to be used, must be approved as part of the Site Plan and related Building Façade Plan.

Nonresidential and Institutional Buildings

DESIGN STANDARDS

All non-residential and institutional buildings in a Mixed Use District shall have a minimum of ninety (90) percent Masonry Construction below the first floor ceiling plate.

- The minimum Masonry Construction required above the first floor ceiling plate is eighty (80) percent.
- The Masonry Construction shall be equally distributed around all sides of the building.
- Any exterior facade of a building that faces, or is visible from, a public street shall meet the same Masonry Construction requirements as the front building plane.
- All other facades that are not facing, or visible from, a right-of-way shall consist of not less than fifty (50) percent Masonry Construction for all stories.

Areas of a facade that are devoted to windows, doors, covered porches, stoops, breezeways, or courtyards shall not be counted as "wall surface" when calculating the Masonry Construction requirement.

Metal exterior construction in a Mixed Use District is not allowed except as noted on the exceptions below.

- The building facade containing the metal construction must not face or be visible from an existing or planned public right-of-way, as identified on the City's Thoroughfare Plan or plat records.
- Metal exterior exceptions:
 - If the structure is located on a through lot that both fronts and backs onto a right-of-way, and if the structure's rear façade is located more

than one thousand (1,000) feet from the right-of-way, then the rear façade can be of metal exterior construction.

- If the structure is on a corner lot, which fronts and sides onto two rights-of-way, the front and side façades cannot be metal exterior construction unless approved on the site plan.
- The use of any type of metal for exterior building construction, such as profiled panels, deep ribbed panels, concealed fastener system panels, or similar materials, shall be clearly shown on the Site Plan, and shall only be allowed with site plan approval.
 - The exterior finish of metal used in exterior construction shall be of a permanent, maintenance-free nature such as a baked-on finish.
 - The use of corrugated, galvanized, aluminum-coated, zinc-coated, unfinished, or similar metal surfaces shall be prohibited, unless approved on the site plan for a restaurant that uses such materials as part of its "signature design aesthetic," in which case a maximum of ten (10) percent of any wall façade may be devoted to such materials.
- Refer to Section (e) below for non masonry design requirements
- Applicable to all non-residential development
 - Horizontal Articulation. No building wall shall extend for a distance equal to three (3) times the wall's height without having an off-set equal to twenty-five (25) percent of the wall's height, and that new plane shall extend for a distance equal to at least twenty-five (25) percent of the maximum length of the first plan.
 - Vertical Articulation. No horizontal wall shall extend for a distance greater than three (3) times the height of the wall without changing height by a minimum of twenty-five (25) percent of the wall's height.
- Applicable to all commercial and retail settings and uses:

DESIGN STANDARDS

- All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top.
- External Facade Materials: In addition to the minimum Masonry Construction requirement, the following specific materials shall be used to construct all exterior walls of buildings and parking structures that are visible from a right-of-way, public walkway, or open space:
 - Ground floor: Excluding windows, doors, and other openings, the exterior facade(s) shall be constructed of one hundred (100) percent brick, natural stone, or cast stone.
 - Overall: A minimum of ninety (90) percent of entire exterior facade(s), excluding windows, doors, and other openings, shall be constructed of brick, natural stone, or cast stone. The brick, natural stone, or cast stone shall continue around corners a minimum of eight (8) feet. Portland cement stucco may account for up to thirty (30) percent of this requirement.
 - Unpainted metal or metal subject to ordinary rusting, shall not be used as a building material. Factory finished metal elements as well as metals that develop an attractive oxidized finish, such as copper, galvanized metal, stainless steel or weathering steel, may be used as architectural accents by administrative approval.
 - Windows and glazing shall be a minimum of thirty (30) percent and up to a maximum of seventy (70) percent of each building elevation.
 - A variation of up to fifteen (15) percent of the standards above, and the material type may be approved administratively via a Site Plan or building permit, provided that the change will result in an improved architectural design without degrading the quality of public areas or increasing the need for maintenance.

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Exemptions

The following structures are exempt from the masonry construction requirements outlined within this subsection :

- Temporary construction buildings, field offices, sales offices and temporary classroom or storage buildings for a public school only (provided that such facilities are legally permitted by the City for a specific period of time, and provided that they are completely removed from the premises upon expiration of the permit or upon completion of construction, whichever occurs first)

Minimum Non-Masonry Exterior Construction Standards For Nonresidential And Institutional Buildings

Roof materials for any non-residential or institutional structures that are visible from a right-of-way shall be comprised of the following:

- Laminated, three-dimensional architectural composition shingle with a 30- year minimum lifespan.
- Flat pan standing seam metal roofing with only a factory baked-on muted color finish. No bright colors or natural-colored metal roofing is allowed; or
- Terracotta or slate tile in muted colors.
- Minimum roof pitch shall be at least 6:12, unless otherwise

DESIGN STANDARDS

stated in the applicable City of Waxahachie zoning district or PD ordinance, and except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.

- Rooftop solar panel systems
 - Must be installed to leave no greater than six (6) inches between rooftops.
 - Must match (he roof pitch on a pitched roof.
 - Screening is required on flat roofs.
 - Panels shall not be installed on elevations facing a right-of-way.

Minimum Architectural And Design Standards In a Mixed-Use District

Within a Mixed-Use District, masonry shall include:

- Synthetic stucco (exterior insulation finishing system - EFIS) is not allowed within 4 feet from the finished floor of the first floor.
- Glazed ceramic and porcelain tile.

The following materials are permitted within a Mixed Use District;

- Fiber reinforced plastic (with the exception of plastic or vinyl siding) - used for exterior building components, including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim railings,

and balustrades, spandrel panels, and similar elements

- Painted steel and aluminum, cast iron, bronze, brass, copper (including terne coated).
- Roofing materials (visible from any public right-of-way): copper, factory finished painted metal, state, synthetic state, terracotta, cement tile, glass fiber shingles.
- Materials other than those listed above may be used for architectural trim and accent applications including, but not limited to, cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings.

Façade Treatments

- Retail ground floors shall have windows covering a minimum of 40 percent of the major street fronting facade(s). Other ground level uses shall have facade treatments appropriate to such use(s).
- All sides of a building shall be consistent with respect to style, colors, and details to the extent that they establish continuity with the main street-front façade.
- On facades fronting on service or parking areas, windows need not be provided at the ground floor level. However, buildings shall avoid long, monotonous, uninterrupted walls. Building wall offsets, including projections, recesses, niches, fenestration, or changes of materials or color shall be used to add architectural variety and interest, and to relieve the visual impact of a blank wall.

DESIGN STANDARDS



Example image showing façade treatments, variation of materials and building articulation for commercial buildings

- Parapet and roof-line offsets between facades may be provided in order to break down the scale of the block and create architectural interest and variety
- In mixed-use buildings, the difference between ground level commercial uses and entrances for upper level uses should be reflected by differences in façade treatment. Storefronts and other ground floor entrances should be accentuated through cornice fines. Further differentiation could be achieved through distinct but compatible exterior materials, signs, awnings and exterior lighting.

(18)



Example of ground articulation between ground floor and upper level mixed use

- All buildings shall be designed to incorporate no less than five (5) of the following architectural elements. Buildings over fifty thousand (50,000) square feet must include a minimum of seven (7) of the following elements. Buildings over one hundred thousand (100,000) square feet must include a minimum of eight (8) of the following elements.
 - Canopies, awnings, or porticos;
 - Overhangs;
 - Recesses or projections of at least three (3) feet;
 - Arcades;
 - Peaked roof forms,
 - Porches,
 - Outdoor patios
 - Recessed or "popped-out" display windows (must project out at least 12" in the front or rear elevation and at least 6' along any side elevations):
 - Visible and noticeable architectural details, such as tile work or moldings, integrated into building façade, or

DESIGN STANDARDS

- Integrated planters or wing walls that incorporate landscape and sitting areas.
- Façades greater than one hundred feet (100') in length shall incorporate wall projections or recesses of ten feet (10') or greater. Projections or recesses shall be at least twenty percent (25%) of the length of the façade. No uninterrupted length of facade may exceed one hundred feet (100') in length. Projections and recesses shall not be required on the side of the building containing a loading dock and/or service area, provided that such area is located in the rear of the building and is not readily visible from any collector or arterial.

Lighting

- Exterior lighting shall be architecturally integrated with the building's style, material, and color.
- Pedestrian level lighting of building entrance-ways shall be provided.
- Illuminations of portions of buildings, direct or indirect, may be used for safety or aesthetic results.
- Street lights must be an approved spec from the City of Waxahachie staff prior to installation.



Example of lighting to accent building features, entries and architectural styles

Buildings shall be oriented toward the major street front with the primary entrance located on that street.

- Entrances shall be easily identifiable as primary points of access to buildings.
- Building entrances may be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole.
- Site design should provide direct access into the building from the public sidewalk
- Buildings located on the corners of development adjacent to a Minor Collector or Enhanced Local Street should be architecturally significant structures.

DESIGN STANDARDS

(18)



Example of architecturally significantly designed corner building

Signage

- Signage in a Mixed-use District shall enhance the pedestrian character of the district by providing signs that are pedestrian in scale and located so as to be legible to pedestrians on sidewalks.

- Signs may be attached flush to the building so long as they do not obscure any significant architectural details.
- Signs may be hung from marquees or overhangs but shall not project lower than 7.5 feet above the sidewalk.
- Businesses are encouraged to create individually styled signage that distinguishes their establishment.
- Signs which are pedestrian oriented may be painted on the storefront glass, but in no case shall it occupy more than 25 percent of the glazed surface area.
- Directory signs may be provided to help direct the public to different businesses and services.
- Signs may be lit by external light sources as long as such sources are not visually intrusive.

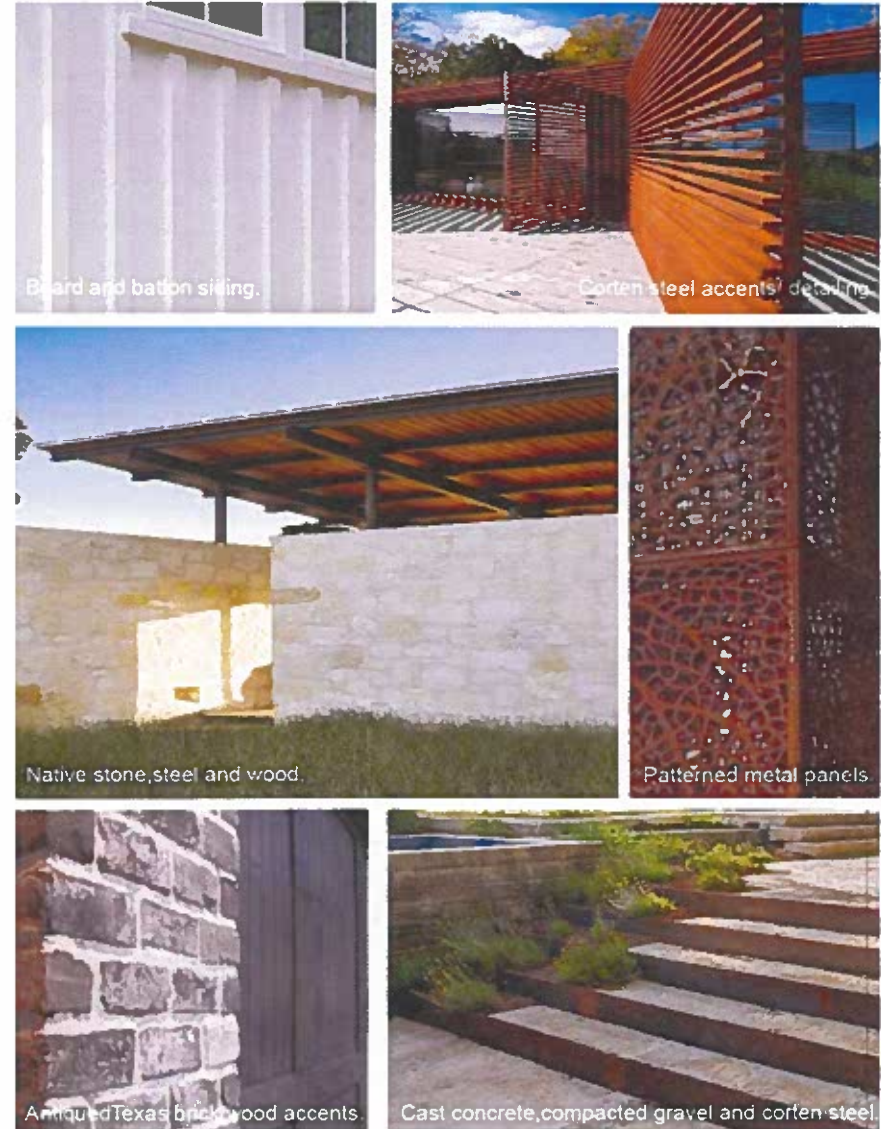
Material Palette

The images are provided for illustrative purposes only.

Materials Palette description

- Primary Materials (for walls and facades):
 - Masonry such as, but not limited to, Native limestone or sandstone, Brick and other forms of masonry as defined in the Non-Res and Residential code.
 - Board-formed or integral color concrete
 - Decorative Metal siding (factory-finished or weathered appearance)
 - Decorative Wood siding (natural, treated, or thermally modified)
 - Stucco (smooth troweled finish)
 - Painted metal panels (muted, earthy tones)
- Accent & Feature Materials:
 - Structural steel or painted steel elements
 - Weathering steel (Cor-Ten)
 - Heavy timber elements
 - Shou Sugi Ban or charred wood (limited application)
 - Cementitious board siding to replicate wood appearance.

Material Image 1:

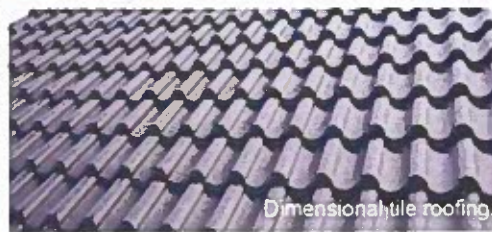


Images are provided for illustrative purposes only

DESIGN STANDARDS

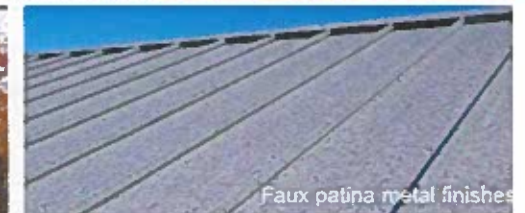
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Material Image 2:



Images are provided for illustrative purposes only

Material Image 3:



MIXED USE DISTRICT SUPPLEMENTAL REGULATIONS

The following supplemental regulations are required within a Mixed Use District:

Parking

- For any Street Types (except Major Collectors and Major Arterials) (As depicted in Exhibit E: Street Sections) within a Mixed Use District, perpendicular, angled or on-street parking is required if approved by the Public Works Department. The parking must be within the street Right-Of-Way or a public access easement.
- Off-street surface parking shall be predominantly located behind buildings and accessed by alleys or rear drives whenever possible.
- Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
- Parking garages are permitted but may not be taller than any building abutting the garage and while conforming to the design standards listed above.

Building Frontages

Buildings fronting on a Minor Collector, Enhanced Local Street or Residential Street (As depicted in Exhibit E) shall be constructed at the property line adjacent to the minimum 6' wide sidewalk so long as no required easement is encroached upon.

Sidewalks

Any Street Types (Refer to Exhibit E: Street Sections) within or abutting a Mixed Use District must have a minimum sidewalk width of 6 feet. The sidewalk width shall increase to 8 feet when abutting to the front of a building. The sidewalks may meander outside of the Right-Of-Way but must be in a public access easement if not located within the Right of Way. Adjacent sites shall be designed with a continuous pedestrian system throughout the development.



Example of wider sidewalk creating a pedestrian zone between building facade and street/parking.

(18)

MIXED USE DISTRICT SUPPLEMENTAL REGULATIONS

Streetscape

- Street and sidewalk furnishings including but not limited to; planting strips, raised planters, trash receptacles, streetlights, street signs, wayfinding signs, seating, public art, water features, fire hydrants and tree grates, shall be similar in design and materials to the images below to the greatest extent possible.
- Street trees may be planted in planting strips or tree wells.



Streetscape Example

Screening

All screening requirements listed in this section shall not supersede the Screening Exhibit contained within the PD.

- In the Mixed Use District, when multi-family or mixed use development fronts onto a thoroughfare or adjacent street, so long as no dumpsters, outside storage or loading areas

are visible from the street, the required screening is only:

- Screen wall: none required
- Street Trees: One (1) canopy tree at least four (4) caliper inches, planted for every forty (40) linear feet
- Patio fences and perimeter fences for a gated development are permitted within the landscape area.
- The screening requirements for the perimeter areas of the site where buildings do not front onto an adjacent street will default to the City of Waxahachie screening requirement specified in section 5.03(f) of the City of Waxahachie Zoning Ordinance.
- Parking lots exposed to view from abutting single-family residential properties shall be surrounded by a minimum of a 3-foot high barrier in the form of berms, shrubs, walls, or a combination thereof.
- Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley.
 - If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6 ft. wood board on board) or a masonry wall (minimum 6 ft. high) or suitable plants or other visual barrier of an appropriate height.
- Trash dumpsters shall have a metal door which shall remain closed at all times.

(18)

KEMP TRACT

DESIGN REQUIREMENTS

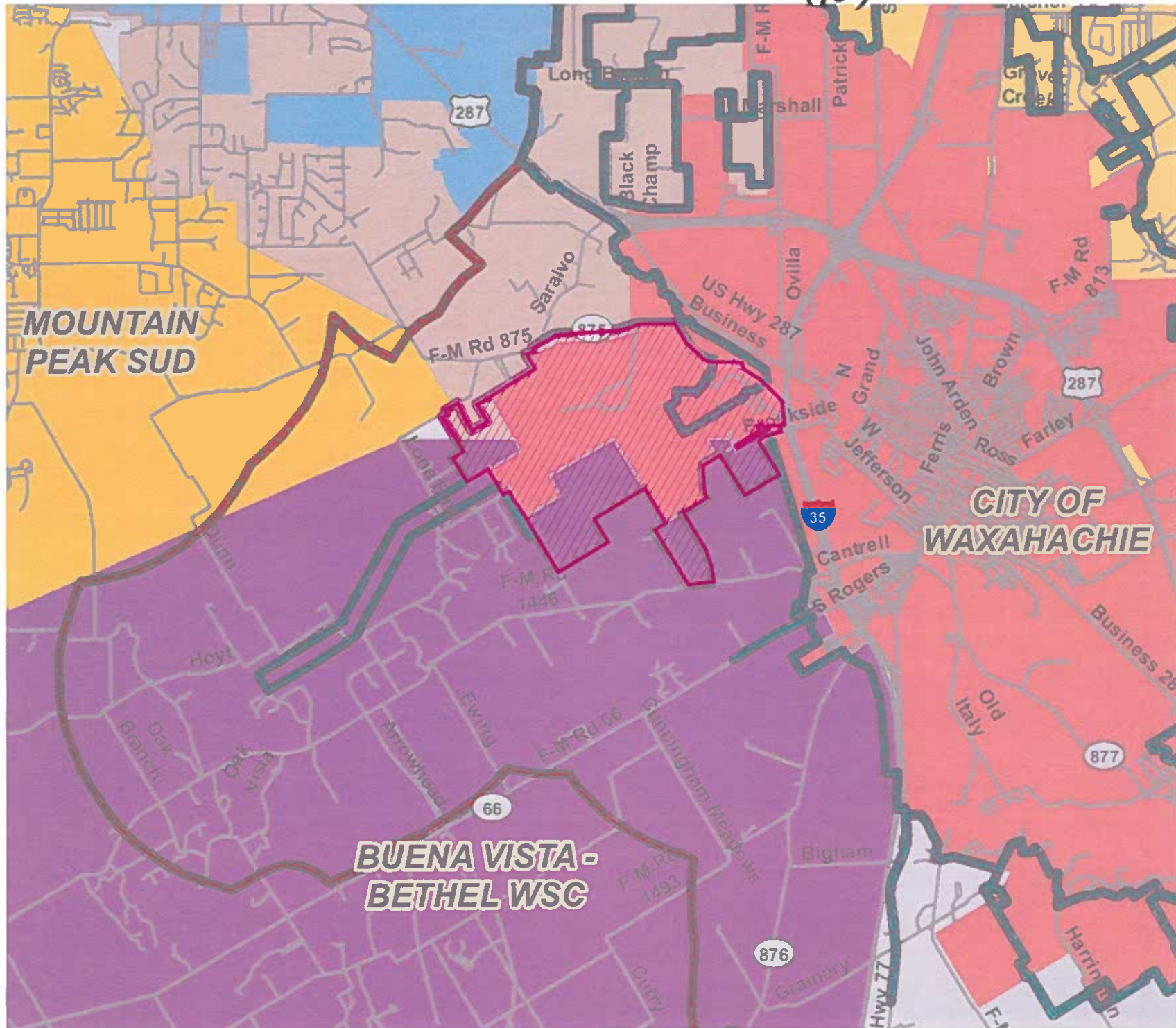


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EXHIBIT L

PORTION OF PROPERTY WITHIN | _____ | CCN

(18)



KFM

ENGINEERING & DESIGN
 3501 OLYMPUS BLVD, SUITE 100
 DALLAS, TEXAS 75019
 PHONE: (469) 899-0536
 WWW.KFM-LLC.COM
 TBPE #: F 20821

PROJECT

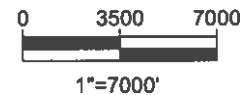
KEMP TRACT
 WAXAHACHIE, TEXAS

TITLE

EXHIBIT L
 (CCN BOUNDARY)

CLIENT

MINTO
 TEXAS, LLC



PROJECT NUMBER:
 010232001

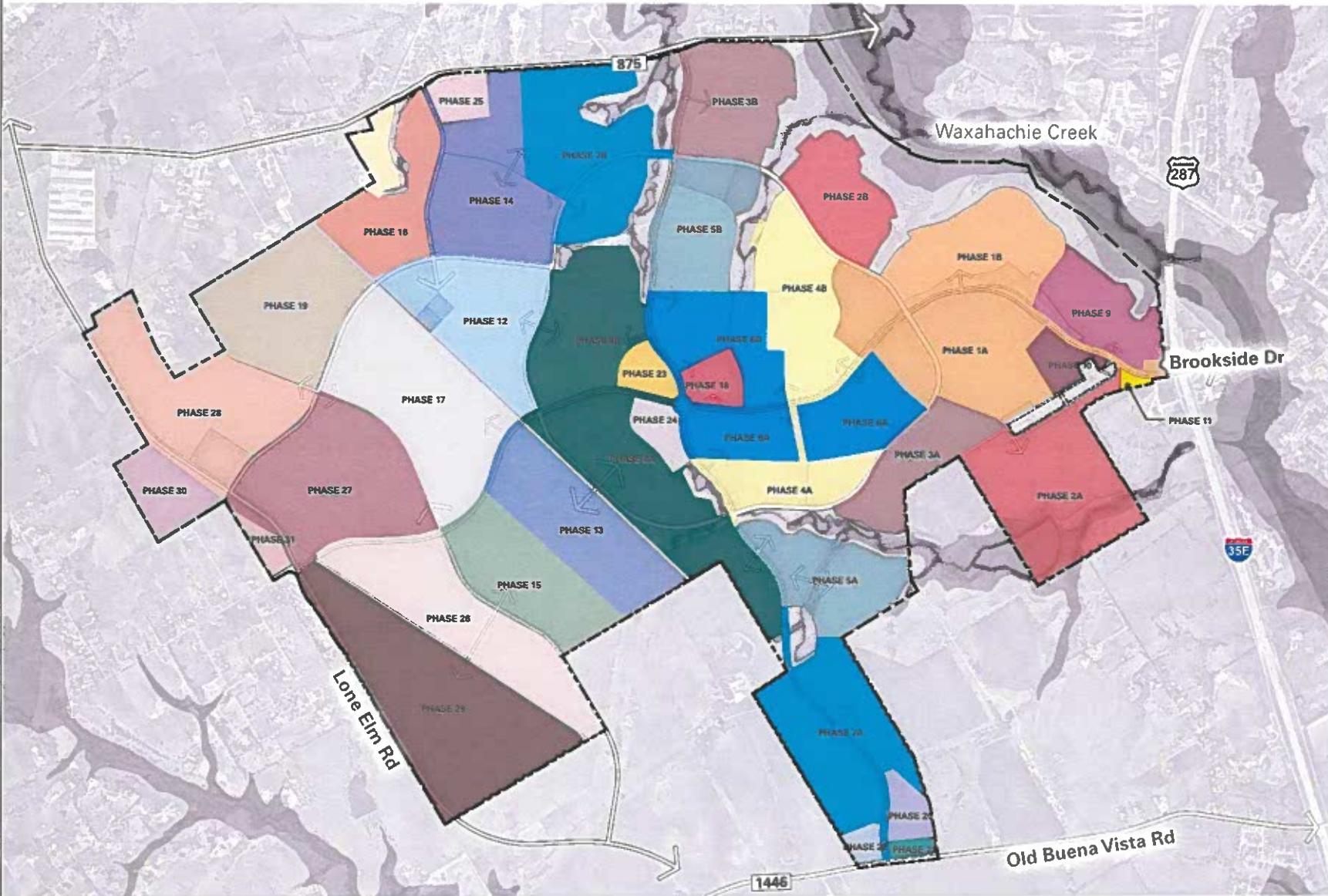
DATE:
 2025/07/10

SHEET:

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EXHIBIT M
PROJECT PHASING

(18)



PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT M
(PROJECT PHASING)

CLIENT

MINTO
TEXAS, LLC



PROJECT NUMBER:
010232001

DATE:
2025/07/10

SHEET:

(18)

EXHIBIT N
MMD/HOA/CITY MAINTENANCE EXHIBIT

(18)

Infrastructure	Constructed By	Ownership	Maintenance Responsibility	MMD Infrastructure Reimbursable
Public Streets	Developer	City of Waxahachie	City of Waxahachie	Yes
Storm Sewer Systems	Developer	City of Waxahachie	City of Waxahachie	Yes
All Potable Water Lines (except master Irrigation Lines)	Developer	City of Waxahachie	City of Waxahachie	Yes
All wastewater facilities including WW lines and lift stations	Developer	City of Waxahachie	City of Waxahachie	Yes
Waxahachie - Midlothian Trail	Developer	City of Waxahachie	City of Waxahachie	No
Waxahachie Regional Park (adjacent to Wax-Mid Trail)	Developer	City of Waxahachie	City of Waxahachie	No
Sidewalks (adjacent to lots)	Developer	City of Waxahachie	City of Waxahachie	No
Street Lights	Developer	City of Waxahachie	City of Waxahachie	No
Special Purpose Parks (Sports park)	Developer	City of Waxahachie	MMD	No
Greenbelts (In ROW including medians)	Developer	City of Waxahachie	MMD	No
Primary Trail (In ROW)	Developer	City of Waxahachie	MMD	Yes
Secondary Trail (In ROW)	Developer	City of Waxahachie	MMD	Yes
Tertiary Trail in City (In ROW)	Developer	City of Waxahachie	MMD	Yes
Irrigation Master Distribution Infrastructure	Developer	MMD	MMD	No
Storm Water Detention (and associated infrastructure)	Developer	MMD	MMD	Yes
Linear Parks (Greenbelts and Floodplain)	Developer	MMD	MMD	No
Gas Line Trails (Parks)	Developer	MMD	MMD	No
Greenbelts (Outside ROW)	Developer	MMD	MMD	No
Secondary Trail (Outside ROW)	Developer	MMD	MMD	No
Primary Trail (Outside ROW)	Developer	MMD	MMD	No
Tertiary Trail (Outside ROW)	Developer	MMD	MMD	No
Primary Amenity Centers	Developer	HOA	HOA	No
Secondary Amenity Centers	Developer	HOA	HOA	No
Neighborhood Parks	Developer	HOA	HOA	No
Pocket Parks	Developer	HOA	HOA	No
Screening walls	Developer	HOA	HOA	No
Development Signage and monumentation	Developer	HOA	HOA	No
Neighborhood/HOA Irrigation systems	Developer	HOA	HOA	No

PROJECT

KEMP TRACT
WAXAHACHIE, TEXAS

TITLE

EXHIBIT N
INFRASTRUCTURE
RESPONSIBILITY

CLIENT

MINTO TEXAS LLC

PROJECT NUMBER:
010232001

DATE:
2025/07/03

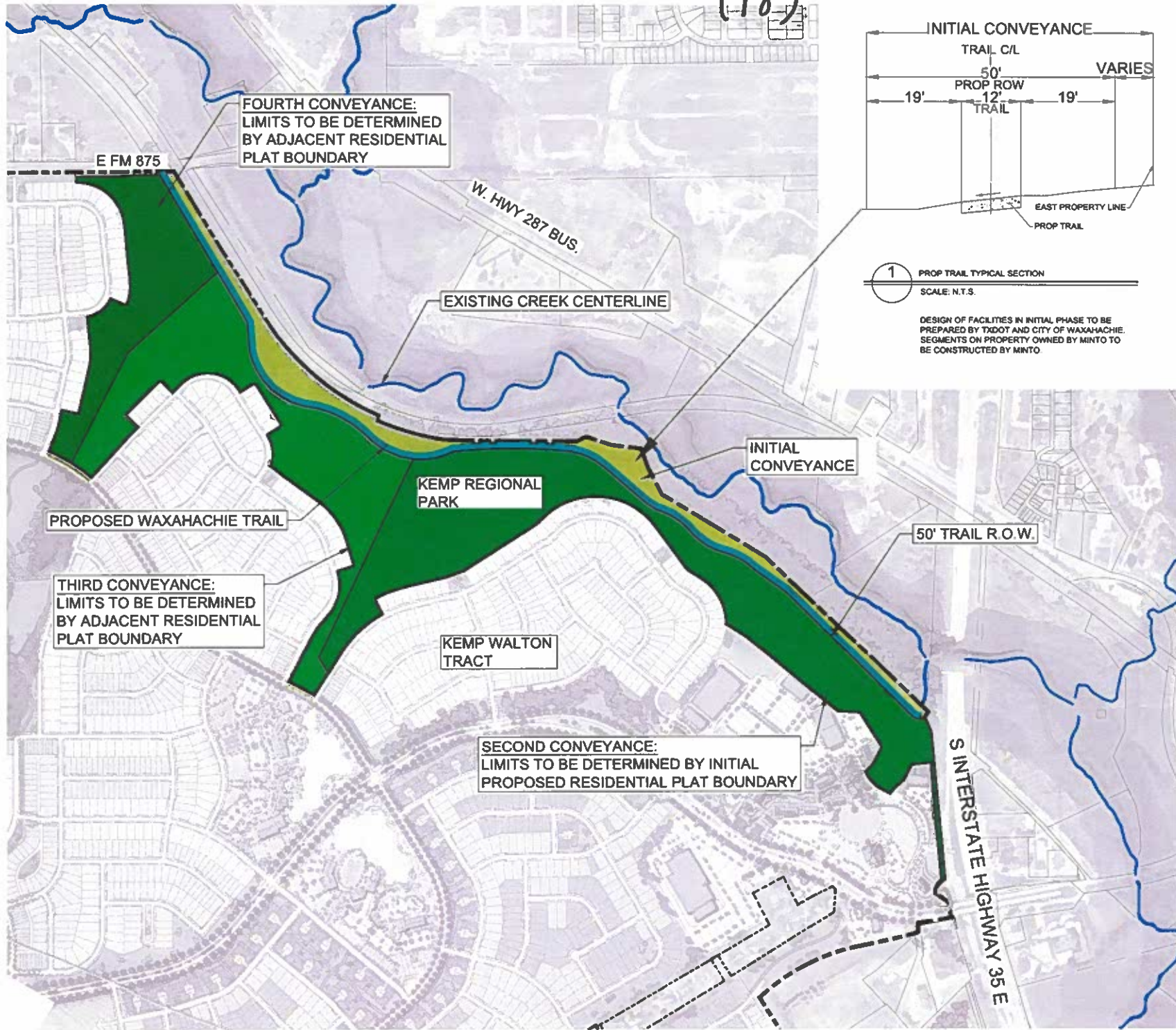
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EXHIBIT O

REGIONAL PARKS AND MIDLOTHIAN-WAXAHACHIE-TRAIL DEDICATION

(18)



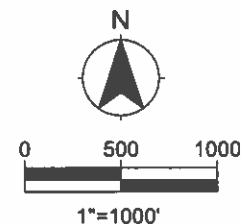
KFM

ENGINEERING & DESIGN
 3501 OLYMPUS BLVD, SUITE 100
 DALLAS, TEXAS 75019
 PHONE: (469) 899-0536
 WWW.KFM-LLC.COM
 TBPE #: F-20821
 TBPELS #: 10194934

PROJECT
KEMP TRACT
 WAXAHACHIE, TEXAS

TITLE
EXHIBIT O
REGIONAL PARKS AND
MIDLOTHIAN-WAXAHACH
TRAIL DEDICATION

CLIENT
MINTO TEXAS LLC



PROJECT NUMBER:
010232001

DATE:
2025/10/28

SHEET:

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SUPPLEMENTAL INFORMATION

Executive Summary

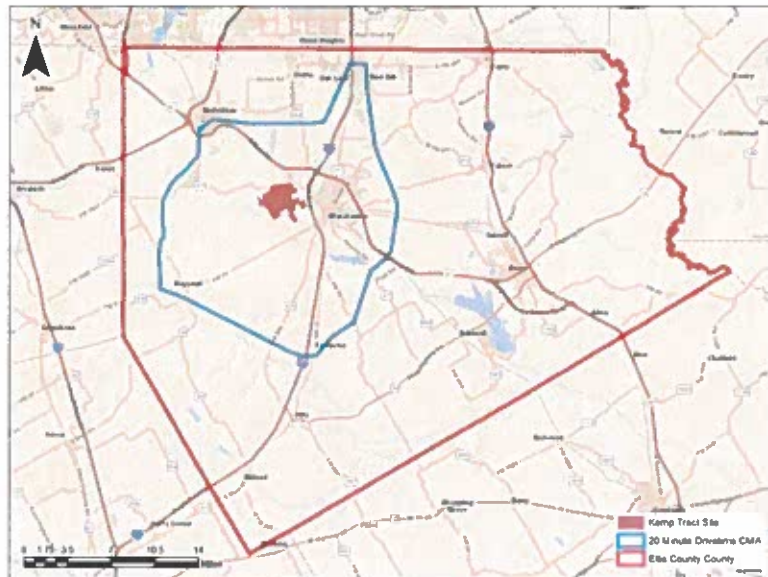
Purpose Of The Study

This is intended to be a high-level investigation of demand at the Kemp Ranch site for office and industrial space at all sizes and levels, as well as demand for retail, medical office, hospitality/hotels, and self-storage uses. The framework for this commercial real estate market analysis is the evaluation of supply and demand within the context of the economic conditions and trends that influence development opportunities within a reasonable market area.

Study Areas

The study areas depicted in the map to the right were used for most of the demographic and market examination in this project. In addition to Ellis County and the 20-minute drive time area centered on Kemp Ranch, certain demographic and market data was also examined for the Dallas-Fort Worth Metropolitan Statistical Area (MSA), the City of Waxahachie, and an expanded study area that includes Ellis, Johnson, Kauffman, and Navarro Counties.

Primary Study Areas



Demographic Highlights

The populations of both the 20-minute drive time area and Ellis County have grown by more than 16% since 2020 and are expected to grow by at least 12% by 2029. This is more than twice the rate of the Dallas-Fort Worth MSA as a whole. Median household incomes in both study areas also more than \$15,000 than in the MSA as a whole.

Employment Highlights

Industry-wide, both employment and average weekly wages increased every year from 2015 to 2024, with the exception of 2020. Over 15,000 jobs have been added during this decade, nearly one third of which have been in Construction and Accommodation and Food Services. Nearly 40% of all jobs in Ellis County are in the Manufacturing, Educational Services, and Retail Trade sectors. Nearly 60% of employed Ellis County residents work outside of the County.

Office

There is just under 1.5 million square feet of office space located in Ellis County, about 675,000 square feet having a Waxahachie address. Occupancy is 89.8%, though nearly 98% of existing office space is leased. Rents average \$27.79 per square foot. Forecast demand for new office space in the Kemp Ranch site over a ten year period from 2027-2037 is between 8,200 and 14,760 square feet.

There is nearly 1 million square feet of medical office space in Ellis County, over half of which is located in Waxahachie. Occupancy is 93.7% and rents average \$29.10 per square foot. Forecast demand for new medical office space in the Kemp Ranch site over a ten year period from 2027-2037 is between 30,000 and 40,000 square feet.

Industrial

Over 31 million square feet of industrial space is presently located in Ellis County. Occupancy is 92.0% and rents average \$9.04 per square foot. With average absorption of nearly 400,000 square feet per year in the past decade and nearly 2 million square feet proposed or under construction, industrial has been the most active commercial land use being developed in Ellis County in recent years. There is potential demand for a considerable amount of industrial space in Waxahachie, and it could serve as a secondary commercial land use in the Kemp Ranch site, likely on the periphery of the development.

Hospitality

Just over half of all keys and 2023 hotel room revenues in Ellis County are located in Waxahachie. Nearly 800 new hotel rooms are planned in Ellis County at present, also about half of which are to be located in Waxahachie. Given the expected increase in demand for hotels compared to what is presently planned, demand for hotel space will likely be met without a hotel being built on the Kemp Ranch property.

Self Storage

Presently, there is over 1.2 million square feet of self storage space located in the 20 minute drive time market area. Based on the projected future population for the land area within 20 minutes of the subject site, the current supply of rentable storage space would support the next five years of standard population growth. The area appears to be oversupplied with self-storage inventory at present. Any use of the Kemp Ranch site for self storage space would need to be constructed near the end of the property's development, if at all.

Retail

A total of 10.5 million square feet of retail space presently exists in Ellis County, about 4.5 million square feet located in Waxahachie. Occupancy is quite high at 97.1%. Rents average \$21.75 per square foot. The most-recent twelve month absorption was 275,000 square feet, with nearly 300,000 square feet of newly-constructed space delivered. Over 800,000 square feet of retail space is presently under construction or proposed in Ellis County, 65,000 square feet of which is in Waxahachie.

To forecast demand for new retail space in the Kemp Ranch site over a ten year period from 2027-2037, CDS used capture rates of 25% and 37.5% of forecast county-wide growth during this period. Based on these capture rates and the recent absorption trends in the market area, forecast retail demand for the Kemp Ranch site from 2027 through 20237 is between 457,894 and 686,840 square feet.

The City of Waxahachie contains 282 square feet of retail per household living within its boundaries. For Ellis County, this figure is 133. Comparing the present retail situation in Waxhachie and Ellis County to the region, the state, and the nation indicates that these figures are considerably higher than those seen in more heavily developed areas. For example: The Dallas-Fort Worth MSA figure is 119, Collin County's is 117, and Denton County's is 96. The estimated national average is 53 square feet of retail per household.

Additional Retail

In addition to the site share analysis of retail potential for the Kemp Ranch site, which looks at retail development and performance in the recent past to inform its likely future, an examination of the long-term demographic forecasts and future retail demand was also produced. The long-term forecast used for this analysis is from the 2050 Regional Forecast and Mobility Plan issued by the North Central Texas Council of Governments (NCTCOG) in 2024. To produce this analysis, CDS examined the relationship between the number of households, estimated retail consumer buying power, and existing retail space located within the established retail CMA (Ellis County).

Using these metrics as a basis for the analysis, the NCTCOG 2050 Regional Forecast of households was examined. In addition to Ellis County, the forecast was collected for two other market areas, the 20-minute drive time area from the Kemp Ranch site (also used in the self-storage demand analysis) and an "expansive" regional retail demand area that includes Ellis County as well as Johnson, Kauffman, and Navarro Counties. The expected and aspirational capture rates for Kemp Ranch assumed for the Ellis County CMA were 20% and 30% respectively. For the 20-minute drive time area these rates were 50% and 70%. For the four county "expansive" area, the capture rates were 7% and 11%.

This analysis produced the following forecast demand for retail space in the Kemp Ranch site.

- Ellis County CMA: between 643,410 and 965,114 square feet
- 20-Minute Drive Time CMA: between 601,467 and 842,054 square feet
- Expansive CMA: between 651,587 and 1,023,923 square feet

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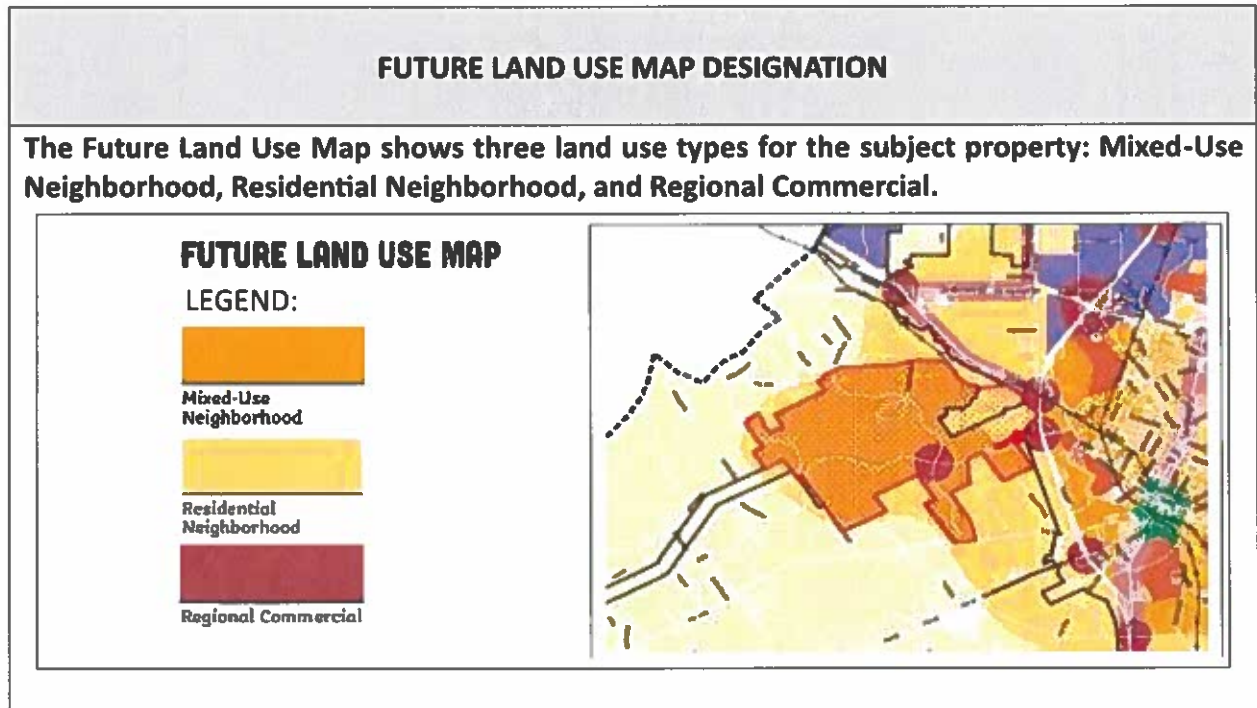


**“KEMP TRACT”
COMPLIANCE WITH COMPREHENSIVE PLAN**

The proposed “Kemp Tract” Planned Development is a thoughtfully designed master planned community that advances and realizes goals and objectives set forth in the City of Waxahachie’s 2023 Comprehensive Plan. It will be the largest development in Waxahachie’s history and will provide a balanced mix of housing options for future Waxahachie citizens while at the same time substantially expanding the economic base for generations to come.

As presented in the table below, the proposed development is directly supported by the Future Land Use Map and a vast majority of the City’s goals, objectives, policies and recommendations set forth in the City’s Comprehensive Plan. The Plan consistently reiterates several themes carried through in the proposed development including mix of housing types, connectivity, pedestrian trails, open space, and fiscal responsibility which the proposed design and regulations meticulously incorporate.

The below chart details how MINTO’s proposal directly conforms to the Future Lan Use Map in the City’s Comprehensive Plan and meets or exceeds each principle or recommendation in that Comprehensive Plan.


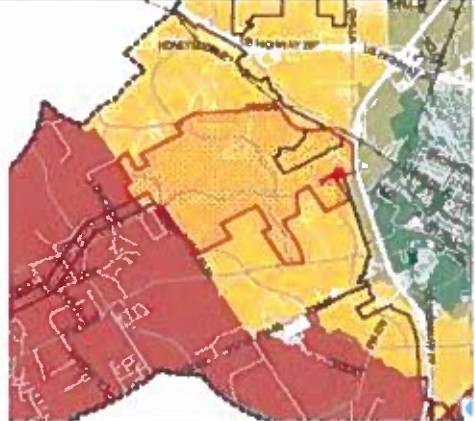


<p>Mixed-Use Neighborhood</p> <p>A mixed-use neighborhood harkens back to the pre-suburban development pattern with smaller lots, smaller setbacks, shorter blocks, diverse housing typologies and very importantly, a mix of uses. This mixing of activities and uses allows the area to adapt and change over time to suit the needs of its inhabitants.</p> <p>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.</p>	<p>The majority of the subject site falls within the Mixed-Use Neighborhood designation. The proposal includes such Typologies recommended in the Comprehensive Plan for the Mixed-Use Neighborhood designation as single-family detached, accessory dwelling units, cottages, townhomes, and neighborhood-scale retail and commercial uses. Pocket parks and other open spaces are conveniently located throughout the site. This community will be an exceptional example of “live, work and play” as recommended by the Comprehensive Plan. Residents in both the Active Adult and Multigenerational neighborhoods will have robust amenities within this community in addition to being able to enjoy all that Waxahachie offers, including its historic Downtown. <i>The proposed development is directly supported by this land use classification.</i></p>
<p>Residential Neighborhood</p> <p>Although this placetype will predominantly consist of traditional single family detached housing, denser housing types are encouraged such duplex, cottage courts, and townhomes.</p>	<p>Some of the eastern portions of the site close to I-35 fall within the Residential Neighborhood Future Land Use designation. This includes some of the Active Adult and Intergenerational residential neighborhoods. In addition, we propose a Mixed-Use area close to I-35. We believe this insertion of non-residential uses makes sense given the proximity to a major interstate highway, and minimizing traffic impact on the residential neighborhood areas further west within the proposed Planned Development. <i>The residential component of the proposed development is directly supported by this land use</i></p>

	<p><i>classification. Other policies and objectives in the Comprehensive Plan support the proposed retail component.</i></p>
--	--

<p>Regional Commercial:</p> <p>Logically placed near high traffic intersections, these spaces bring people from many surrounding neighborhoods.</p> <p>Typical uses will include regional businesses including but not limited to restaurants, retail, gas stations, and office.</p> <p>Common Uses include:</p> <ul style="list-style-type: none">Major RetailEntertainmentRestaurantsAuto-Oriented BusinessesMulti-Family Residential Over	<p>The Future Land Use Map also includes a Regional Commercial node which was largely contemplated with the Emory Farms PD. We propose a very similar Mixed-Use area at this general location as shown in the Future Land Use Map. Mixed-Use areas per the proposed PD would be limited to 20% residential.</p>
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GROWTH SECTOR MAP

<p>SECTOR MAP</p> <p>LEGEND:</p>  <p>Controlled</p>	
---	--

<p>Controlled Growth Sector designation:</p> <p>If development is allowed outside the infill growth and infill rim, it should</p>	<p>The property falls entirely within the Controlled Growth Sector (see below map). This is outside of the Infill Growth</p>
--	--

<p>develop in a higher density way that generates value above and beyond the cost of associated infrastructure costs.</p> <ul style="list-style-type: none"> • Development in this sector should align with the guiding principles of this plan, particularly those related to diversifying the housing and neighborhood options in the city. 	<p>and Infill Rim areas, thus in an area where the Comprehensive Plan supports higher densities in order to generate revenues that cover and exceed infrastructure costs. The development will generate substantial density which will translate into significant revenues to pay for development amenities and municipal services. A development agreement will further provide the essentials for the extension of infrastructure for the development, help facilitate a tool to assist in the financing of the vast amount of amenities and infrastructure for the development, while at the same time establishing design standards to assure the aesthetic appeal for the neighborhoods. <i>The proposed development is firmly consistent with the Growth Sector Map recommendation.</i></p>
<p>COMPREHENSIVE PLAN GOAL OR OBJECTIVE</p>	<p>COMPLIANCE</p>
<p>GUIDING PRINCIPLES</p>	
<p>Comprehensive Plan Guiding Principle #1 (page 36 of the Comprehensive Plan):</p> <p>“Resource stewardship and fiscally responsible growth ensures a more prosperous community for the long haul.”</p> <p>“the city will seek to improve development to provide a better return on its investment and to align the services that they provide with what the community is willing to pay for.”</p> <p>“Waxahachie is committed to protecting and preserving its natural resources as</p>	<p>MINTO proposes to develop in a Growth Sector in which the Comprehensive Plan supports higher densities in order to generate revenues that cover and exceed infrastructure costs, thus aligning with the recommendation for fiscally responsible growth. A Development Agreement is proposed to ensure the timely and high-quality delivery of the necessary infrastructure, and long-term maintenance, to successfully support this community for decades to come. In addition, a significant amount of natural areas will be preserved</p>

<p>well. Ensuring that the community has access to the scenic and natural qualities in and around Waxahachie is paramount to success."</p>	<p>for trails and other passive recreation activities for residents to enjoy.</p>
<p>Comprehensive Plan Guiding Principle #2 (page 36 of the Comprehensive Plan) : "Our historic core is valuable and worthy of investment and incremental improvement."</p>	<p>The proposed development will bring additional patrons, employees and business owners for the historic downtown which will further the City's investment and incremental improvement in the historic downtown.</p>
<p>Comprehensive Plan Guiding Principle #3 (page 37 of the Comprehensive Plan) : "When what we need is closer to home, we need fewer roads and quality of life improves." "Quality of life is measured at the neighborhood level."</p>	<p>The proposed community will consist of walkable neighborhoods with convenient retail and service uses, amenities and open spaces, as well as future schools and other public uses. The focus will be on creating active, interesting neighborhoods which will foster a high quality of life. In this regard, the neighborhoods will include many "complete" attributes promoted in the Comprehensive Plan including proximity to open space and parks, well-designed mix of residential, commercial and recreational uses which will further an enhanced quality of life which is set forth as a primary goal in the Comprehensive Plan.</p>
<p>Comprehensive Plan Guiding Principle #4 (page 37 of the Comprehensive Plan): "When housing types are diverse and plentiful, more people can afford to live comfortably." "it's important to understand that not everyone can afford or wants to live in a detached single-family home in an exclusively residential neighborhood." "As demographics shift to a more balanced mix of ages, interests, and incomes, more people are looking for options that are more affordable and/or in a different context, such as a duplex or small cottage</p>	<p>MINTO proposes numerous and diverse housing types including (but not limited to) residential detached homes, cottages, villas, townhomes, and multi-family living, giving residents of various ages and income levels choices of where to live. This mix of housing types directly furthers Comprehensive Plan Guiding Principle #4 primarily by providing a mix of options both in typology and context as suggested by the Comprehensive Plan. To that extent, this proposed development is uniquely situated to satisfy the Plan's recommendations for diverse housing stock and affordability and fulfill each and every Comprehensive Plan principle in a manner unmatched by any other development in Waxahachie.</p>

<p>that’s more affordable due to the smaller size, or upscale urban living and townhomes that are more expensive but in a walkable, mixed-use context as discussed previously.”</p> <p>“A critical piece of the puzzle required to keep housing affordable for everyone in a community is to build and maintain a mix of options both in typology and context.</p>	
<p>Comprehensive Plan Guiding Principle #5 (page 38 of the Comprehensive Plan):</p> <p>“Everyone deserves access to a safe, affordable, and efficient mobility system.”</p>	<p>MINTO’s proposal reflects a safe and efficient mobility system for pedestrians, bicyclists and automobiles and will comply with City of Waxahachie standards. Streets are well-designed, safe pedestrian connections are provided, trails are proposed through natural settings for hikers and bicyclers, and connectivity to open space and parks is a primary hallmark for the development. These attributes directly further Comprehensive Plan Guiding Principle #5.</p>
<p>Comprehensive Plan Guiding Principle #6 (page 38 of the Comprehensive Plan):</p> <p>Our culture, places, and people form the foundation for a diverse, resilient, and locally-focused economy.</p>	<p>MINTO’s proposal will add residents, employment, retail and other services to the Waxahachie community. With this growth of the City comes a larger and more vibrant local economy, with more residents to patron and grow local businesses.</p>
<p>LAND USE & GROWTH MANAGEMENT RECOMMENDATIONS</p>	
<p>1. Build complete neighborhoods, not just residential subdivisions. (page 59 of the Comprehensive Plan)</p> <p>Complete neighborhoods are not only a quality of life improvement but also reap many financial benefits for the City. In a complete neighborhood, streets and sidewalks are interconnected to make daily needs more accessible by walking</p>	<p>The proposed development is a completely unique project with many benefits to be derived by the City. It represents a great example of a complete neighborhood and not just another residential subdivision. Multi-generational and resort-style Active Adult neighborhoods are included, with robust amenities such as mixed use nodes, adventure park, pocket parks and open spaces, nature trail systems, as well as retail</p>

<p>or biking. Complete neighborhoods have housing, schools, parks and commercial/personal services within a close proximity to make daily goods and services more accessible from home.</p>	<p>shopping, entertainment, and mixed-use areas. This proposal offers a high quality of life for residents of all ages. In this regard, the proposed development is directly in line with this first recommendation.</p>
<p>2. Implement new policies to manage and direct growth. (page 59 of the Comprehensive Plan)</p> <p>Analysis conducted with this Comprehensive Plan shows that expansion of the city limits and extension of new infrastructure is not necessarily required to accommodate a majority of the projected growth. The City should utilize the growth sector map to prioritize development in areas with existing infrastructure instead of extending infrastructure to undeveloped areas, which would unnecessarily increase the City's liabilities long-term.</p>	<p>While some properties are requested to be annexed into the City of Waxahachie, most of the property is currently within the city limits and within the previously approved Emory Lakes Planned Development (PD). MINTO's proposal falls within the Controlled Growth Sector which is outside of the Infill Growth and Infill Rim areas, thus in an area where the Comprehensive Plan supports higher densities in order to generate revenues that cover and exceed infrastructure costs which is consistent with the proposed planned development.</p>
<p>3. Expand the City's Park, Open Space, and Trail System. (page 59 of the Comprehensive Plan)</p> <p>As the City continues to grow, it is essential to prioritize and preserve open space areas for recreational purposes. Parks are a quality of life improvement and critical spaces for community gathering and interaction.</p>	<p>MINTO proposes to construct and dedicate to the City its portion of the Waxahachie-Midlothian Regional Trail, while including additional trail elements such as drinking water fountains and seating. MINTO proposes to build extensions of the Regional Trail system into the development thus providing important connectivity for future residents to the City's Regional Trail system. In addition, MINTO's proposal includes numerous internal parks, open spaces, and trails in furtherance of this recommendation.</p>
<p>4. Calibrate development standards to allow the type of development envisioned within each placetype. (page 59 of the Comprehensive Plan)</p> <p>Single use subdivisions and regional commercial centers conflict with the community's desired values, particularly fiscal responsibility, affordability, and</p>	<p>MINTO's proposal includes a diverse mix of residential housing types, retail and other personal services, amenities, parks, open spaces, and trails. The proposed PD development standards and development standards proposed for the development agreement ensure this mix of uses and amenities.</p>

<p>healthy living. Development standards should be updated to support the place types and complete neighborhood principles established in this Plan.</p>	
<p>Overcoming Barriers to success with regard to Land Use and Growth Management (pages 66-67 of the Comprehensive Plan):</p> <p>#2: Updating the land use approach to place types and combining that with upgraded design standards that clarify base expectations for different types of neighborhoods can improve clarity and reduce staff time processing developments, while still ensuring development meets the community's standards and goals.</p>	<p>MINTO's proposal is designed to be a series of communities with a variety of residential types in close proximity to retail, open space, parks and public spaces furthering the recommendation of creating placetypes in the Comprehensive Plan.</p>
<p style="text-align: center;">MOBILITY AND CONNECTIVITY RECOMMENDATIONS</p>	
<p>1. Coordinate land use and mobility strategies to create commercial nodes in each quadrant of the City and within neighborhoods (page 81 of the Comprehensive Plan).</p> <p>Currently the majority of commercial activity occurs along 77. Complete neighborhoods can remove the traffic burden from 77 by encouraging schools, parks, commercial and personal services within a short walking or biking distance.</p>	<p>Appropriate Mixed-Use nodes are proposed within the development that closely align land use with the street network. Larger, commercial nodes are appropriately planned at the perimeter of the development to capture regional traffic on major thoroughfares. In addition, there will be future schools within the community, providing opportunities for future students within this community to walk to school. The proposed commercial uses will provide retail alternatives to the overburdened 77 corridor.</p>

<p>3. Improve network connectivity (page 81 of the Comprehensive Plan).</p> <p>A grid style network with short block lengths promotes efficient traffic distribution, helps prevent congestion at concentrated intersections, and slows cars down in neighborhoods where pedestrian safety is the priority.</p>	<p>As shown on the Thoroughfare Plan exhibit, a well-connected network of roadways is proposed, with the arterial roadways including a multi-use trail. Final street sections and the roadway plan, which are proposed to conform to the standards in the Comprehensive Plan, are subject to City staff's acceptance.</p>
<p>4. Design neighborhood streets to prioritize people, place, and productivity (page 81 of the Comprehensive Plan).</p> <p>In order to build complete neighborhoods and mixed-use centers that generate above average value per acre, streets in these areas must prioritize human interaction, pedestrian mobility, and placemaking over traffic or speeds.</p>	<p>Streets are designed in a manner that prioritizes pedestrian safety and enjoyment over maximizing traffic speeds. Streets will be pedestrian-friendly with interconnected sidewalks and trails. Off-road trails provide alternate means of connectivity and separate the pedestrian and bicycle enthusiast from vehicles.</p>
<p>5. Prioritize safe and efficient movement of vehicles on arterials (page 81 of the Comprehensive Plan).</p> <p>Whereas neighborhood streets are designed to prioritize people and place over cars, arterial corridors should be dedicated to moving vehicles efficiently across the city. Major and minor arterials should be designed to limit access, crossings, and bike/pedestrian facilities to promote safe and efficient movement of vehicles and reduce opportunities for pedestrian conflict points.</p>	<p>MINTO agrees with this Recommendation. The proposed street sections include infrastructure for pedestrians with the arterial sections including a multi-purpose trail for pedestrians and bicyclists. Further, per Comprehensive Plan recommendation, green parkways are added outside of travel lanes to separate the pedestrian from the street providing another level of safety.</p>
<p>6. Maximize return on investment for mobility infrastructure (page 81 of the Comprehensive Plan).</p> <p>The city currently has more street infrastructure than it can afford to maintain long-term without additional revenue. Proactive preventative maintenance and design strategies to</p>	<p>In this development, street sections are designed consistent with the Comprehensive Plan criteria in a manner so as not to build overly wide streets. Overly wide street would ultimately require more pavement to maintain while also increasing the design speed of vehicles, thus decreasing pedestrian and</p>

<p>reduce pavement width can spread costs out over longer periods, while intentional growth management strategies can be used to increase tax revenue productivity in served areas and new development. Together, these can help close the infrastructure funding gap over time.</p>	<p>bicycle safety. As noted above, the proposed streets are designed in a manner that prioritizes pedestrian safety and enjoyment over maximizing traffic speeds.</p>
<p>7. Provide mobility options for everyone (page 81 of the Comprehensive Plan).</p> <p>Building and maintaining a well-connected network of sidewalks and bike facilities will ensure those who want or need to get around the community without a car are able to do so safely and conveniently.</p>	<p>This Planned Development is designed in a manner that safely accommodates pedestrians, bicycles, and automobiles. Additionally, to promote additional modes of mobility, the Developer or MMD will provide locations for transit stops in the event public transit is available.</p>
<p style="text-align: center;">NEIGHBORHOODS & DOWNTOWN RECOMMENDATIONS</p>	
<p>1. Maintain the Character of Waxahachie (page 105 of the Comprehensive Plan).</p> <p>Development and redevelopment should match the existing character of Waxahachie.</p> <p>The traditional pattern of development in the older parts of Waxahachie reflects the principles and goals of this plan. New development should continue this pattern whether constructed in infill or greenfield settings.</p>	<p>Thoughtful architectural guidelines based on local vernacular architecture and sound development standards have been proposed that respect and align with the existing character of existing and historic Waxahachie neighborhoods. Further, much like other areas of Waxahachie, the proposal aims at building neighborhoods, not subdivisions.</p>
<p>2. Diversify housing mix to encourage diverse housing types at various price</p>	<p>MINTO proposes a robust and diverse mix of housing types including, but not limited to, residential detached homes, cottage</p>

<p>points (page 105 of the Comprehensive Plan).</p> <p>Building more smaller homes that use less land is one of the key takeaways for becoming more fiscally sustainable as a city and a key element of making housing more affordable to build, rent, and own. The City can work toward ensuring a healthy mix of options by requiring a percentage mix in existing and new neighborhoods dependent on the size of the development and applicable Place Type.</p>	<p>homes, villas, townhomes, and multi-family living, giving residents of various ages and income levels choices of where to live.</p>
<p>3. Prioritize infill and revitalization to maximize existing infrastructure and public services (page 105 of the Comprehensive Plan) .</p> <p>This is the fastest way to close the City’s resource gap and maximize return on taxpayers’ investments. There are numerous vacant parcels and plenty of opportunities for</p> <p>Accessory Dwelling Units (ADUs) and vertical development to add incremental density and diversify housing and commercial options without requiring more infrastructure.</p> <p>Additionally, providing smaller units makes them more affordable for residents and small business owners. All development, whether infill or greenfield, should be context-sensitive so as not to disrupt the neighborhood’s character and fabric.</p>	<p>The proposal is not an infill development, but a series of neighborhoods offering a variety of residential types and retail uses intermingled with an intricate trail network. As noted in the Growth Sections section above, the diversity of housing types including some higher density products aligns with the Comprehensive Plan’s recommendation for the Controlled Growth Sector and helps offset costs for new infrastructure.</p>
<p>4. Update design standards to preserve historic places and encourage higher quality design standards in historically significant areas of the City (page 105 of the Comprehensive Plan).</p>	<p>The proposal is not within the historic center of the City, so this recommendation would not apply.</p>

<p>Expand overlays to preserve and protect historic properties.</p>	
<p>5. Improve and enhance the central core of Waxahachie (page 105 of the Comprehensive Plan).</p> <p>Continue to improve and invest in downtown Waxahachie and ensure that development on the periphery compliments downtown.</p>	<p>The proposed community will add patrons, employees and possibly shop owners to Waxahachie to support Downtown and community events in the downtown. Amenities and events held within the community will be primarily private and unique to the community and will not compete with the special events held in Downtown Waxahachie.</p>
<p>NEIGHBORHOOD AND DOWNTOWN SNAPSHOT (page 106 of the Comprehensive Plan): Providing housing for Everyone</p>	<p>The proposed development offers substantial housing types for all furthering this objective stated in the Comprehensive Plan. By offering a wider variety of housing options such as “build-for-rent, accessory dwelling units and senior apartments, this proposal also directly addresses one of the barriers to success facing this series of recommendations. Further the proposal offers numerous amenities within each neighborhood as well as connectivity to vast open space and parks tackling another barrier to success.</p>
<p>Meeting housing Needs (page 111 of the Comprehensive Plan)</p> <ul style="list-style-type: none">• Access to more housing types within the city is critical, because the City is better able to facilitate the high-quality development it needs for fiscal sustainability.• Ensuring that housing typologies are as diverse as the community will make Waxahachie more attractive and competitive in the Metroplex.	<p>MINTO’s proposal squarely furthers the objectives for meeting housing need. The development will provide access to more housing types, facilitate high quality development through architectural and development standards which will contribute to making Waxahachie more attractive and competitive in the Metroplex.</p>

<p>Neighborhood Hierarchy (page 116 of the Comprehensive Plan)</p> <ul style="list-style-type: none"> • The neighborhood should become the central planning unit • The local (Neighborhood) Scale is where most residents' daily needs are met, and where they spend most of their time. For most neighborhoods, this means amenities and destinations are easily reached on foot. At this scale, traffic patterns should favor pedestrians and bicyclists, and access to transit should be available. Housing is mixed, and in less rural neighborhoods, uses are mixed more freely. Neighborhoods themselves differ from one to the next, so plans should be created with substantial input from current residents regarding their needs in that area. 	<p>In the proposed development, the neighborhood is the key element. MINTO proposes a series of neighborhoods with numerous amenities, connectivity, open space and trails which conforms to this neighborhood hierarchy objective.</p>
<p>Park Types (page 126 of the Comprehensive Plan)</p>	<p>MINTO proposes numerous neighborhood, pocket, linear, open space parks and a special purpose park in furtherance of this Comprehensive Plan objective.</p>
<p>Neighborhood Design (page 128 of the Comprehensive Plan)</p> <p>Scale, which is made up of size and shape of buildings, and how they interact with the public space (usually streets).</p>	<p>MINTO has incorporated numerous architectural designs and anti-monotony standards incorporated with pedestrian access, open space, and trails to create community character.</p>
<p>Complete Neighborhoods</p>	<p>Each of the MINTO neighborhoods contain elements expressed in the</p>

(page 131 of the Comprehensive Plan)

“Complete Neighborhoods are most commonly found in the Mixed-Use Neighborhood placetype and are most complete in terms of use mix, access, and activity. Those living in these neighborhoods should expect constant change where the scale and use of properties is incrementally evolving to meet the residential and commercial needs of those living and working there.”

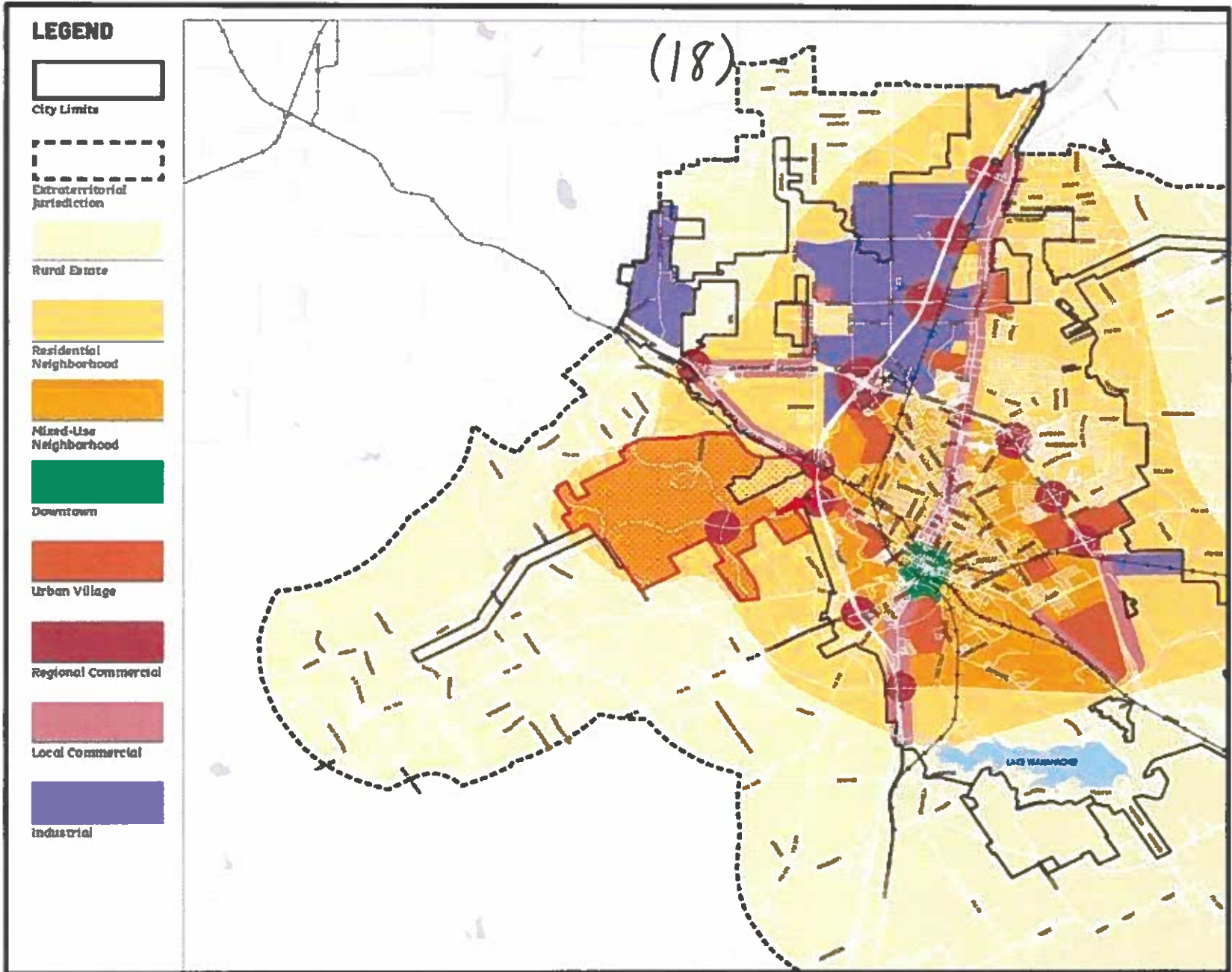
Comprehensive Plan for creation of “complete neighborhoods” including incorporating the following features throughout different neighborhoods:

- Connectivity
- Mix of housing types
- Variety of lot sizes
- Proximity to open space and parks
- Proximity to retail uses
- On-street parking
- Primarily slow, narrow streets with parking on both sides
- Street trees and sidewalks on both sides of the street
- Green space within ¼ mile of all homes
- Connection of parks and open space through sidewalks and trails
- Integrate detention areas as meaningful parts of open space network, or should be created as scenic focal points
- Architectural diversity
- Use of common design themes across architectural styles
- Use of porches, stoops, and balconies - to add visual interest
- Alternative exterior materials that are more durable and sustainable long term
- details such as pocket parks, or outdoor dining at terminated vistas to add interest to neighborhood design
- Integration of civic uses

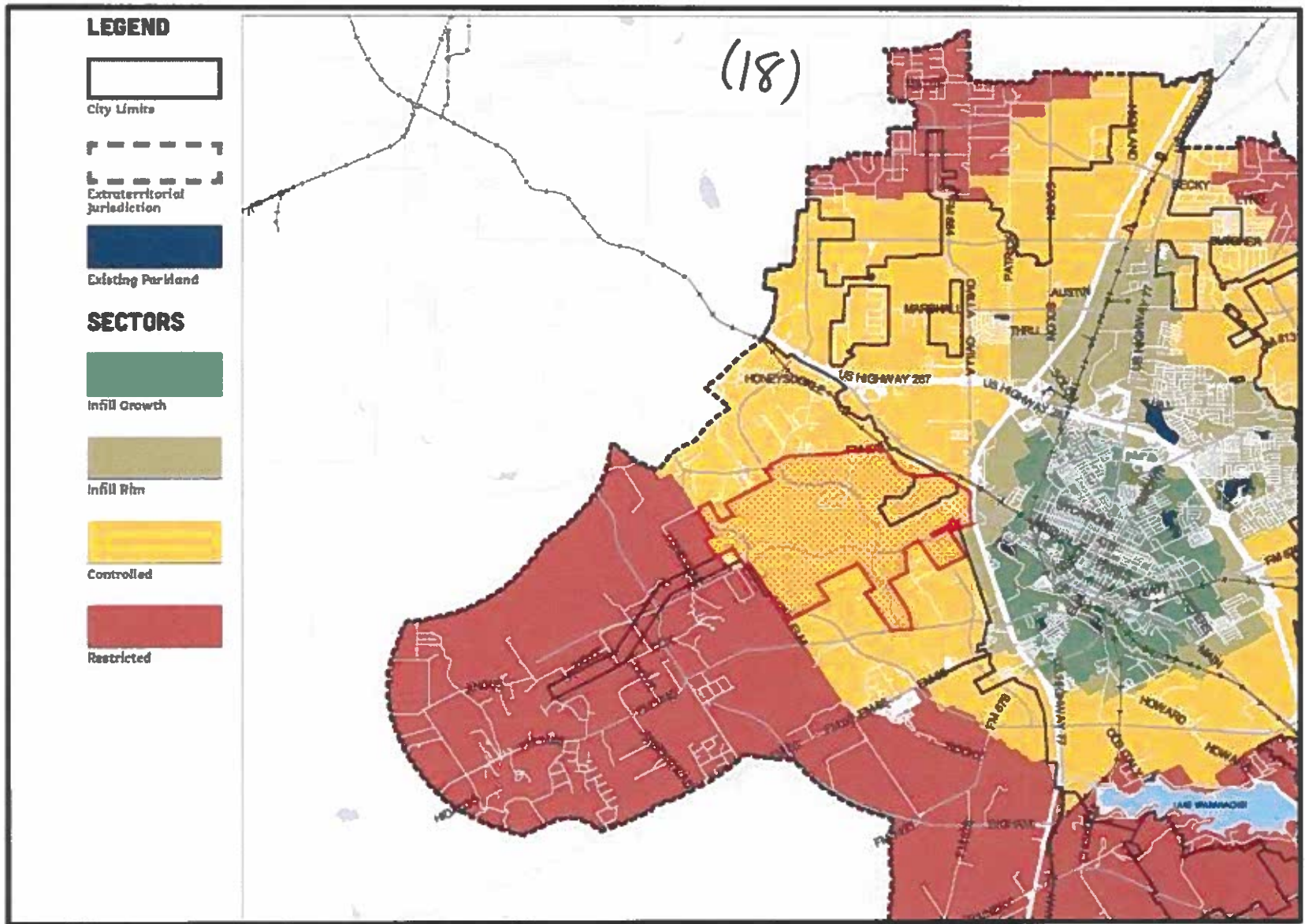
Authors:

William S. Dahlstrom, FAICP, JD: Bill is an Attorney and member of the College of Fellows of the American Institute of Certified Planners who has over 38 years' experience in land use development projects. He combines the practical knowledge learned as a professional land planner with his legal training to provide a most unique approach to land use matters. He focuses his practice on all areas of land use and incorporates a planning problem solving process in land use and land development issues. Bill has spoken at numerous seminars on land use law, including programs at the University of Texas School of Law Land Use Law Conference, State Bar of Texas Advance Real Estate Law Course, PESI Land Use Law Seminar, CLE Eminent Domain Conference, TXAPA Conferences, and The Institute for Local Government Studies Short Course. He received a Bachelors in Urban Planning from the University of Cincinnati, College of Design, Architecture, Art & Planning, and his law degree from the University of Texas School of Law.

Will Guerin, AICP, Will Guerin is a professional planner with extensive experience in urban planning and land use entitlement matters. He has served as both a director and staff planner for municipal planning and development departments. Will specializes in land use and development planning. He has managed zoning cases, subdivision plats, site plans, and variance requests, in addition to guiding transportation planning, annexations, and development agreements. As a planner, Will has presented to and supported Planning & Zoning Commissions, City Councils, and other boards and commissions. He has led the creation and adoption of comprehensive plans and other master plans, and managed various other planning projects. Prior to joining Jackson Walker, he held roles in the planning and development departments of Garland, Hutto, and Fort Worth, where he gained experience in local, state, and federal regulations. Will is a member of the American Institute of Certified Planners (AICP) and received both his B.S and M.A. Geo degrees from Texas State University.



FUTURE LAND USE MAP WITH PROPOSED SITE BOUNDARIES SHOWN



SECTOR MAP WITH PROPOSED SITE BOUNDARIES SHOWN

(19)



Memorandum

To: Honorable Mayor and City Council

From: Chad Tustison, Finance Director

Thru: Ricky Boyd, Interim City Manager *RB*

Date: November 10, 2025

Re: Consider Approval to Carry Forward Prior Year Encumbrances and Make Corresponding Adjustments to the Fiscal Year 2026 Budget

Recommended Motion: "I move to approve the carry forward of prior year encumbrances and making corresponding adjustments to the Fiscal Year 2026 budget."

Item Summary: This item requests City Council approval to carry forward outstanding encumbrances from Fiscal Year 2025 into the Fiscal Year 2026 budget. Carrying forward encumbrances ensures that funds that have been committed for goods and services but not yet received by the end of FY 2025 remain available for their intended purpose in FY 2026.

This adjustment aligns with standard accounting practices and maintains accurate budgetary control by properly reflecting prior-year obligations. Approval of this item will authorize staff to amend the FY 2026 budget to include these encumbrances as part of the City's continuing financial commitments. Attached is a summary schedule listing all prior-year encumbrances requested to be carried forward.

Fiscal Impact: The carry forward of prior year encumbrances does not result in any net increase to the City's anticipated expenditures or budget authority.

(19)

These amounts were already appropriated, committed, and encumbered in the prior fiscal year's budget. Carrying them forward allows for the completion of existing contractual obligations using the previously approved funds, ensuring continuity of operations without requiring additional appropriations in the current fiscal year.

(19)

City of Waxahachie
Fiscal Year 2025 Encumbrance Carry-Forward

Account Description	Fund	Department	Vendor	Description	Amount
Professional Services	General Fund	Administration	Buckleston & Co LLC	Grant Writing and Consulting Services	80,000.00
Professional Services	General Fund	Finance	Patillo, Brown & Hill, LLP	FY25 Audit Services	40,160.00
Fiber Optic Contract	General Fund	IT	Kyle Fleming Capps	Fiber Network For Senior Center	97,682.00
Fiber Optic Contract	General Fund	IT	Kyle Fleming Capps	Fiber Network For Central Garage	155,954.00
Supplies & Equip-Computers & Accessories	General Fund	IT	CDW LLC	WPD Core Switch Replacement	93,212.00
Professional Services	General Fund	Economic Development	Flyer View Group LLC	Custom Mural and Poster Maps	3,757.00
Computer Services and Support	General Fund	Police Department	Law Enforcement Intelligent Devices LLC	Upgrade Evidence Locker	11,768.00
Maintenance, Purchased Equipment	General Fund	Police Department	Motorola Solutions Inc	Motorola AXS FSA Configuration	11,760.00
Supplies & Equipment	General Fund	Police Department	Ultimate Training Munitions INC	9MM Training Rounds	7,855.00
Supplies & Equip-Uniforms/City Labeled Clothing	General Fund	Police Department	Star City Uniform LLC	Body Armor For 5 Officers	6,698.00
Supplies & Equip-Uniforms/City Labeled Clothing	General Fund	Police Department	Star City Uniform LLC	Body Armor For 3 Officers	4,019.00
Supplies & Equipment	General Fund	Fire Department	Casco Industries, Inc.	Casco - Bunker Gear For 3 Firefighters	10,068.00
Supplies & Equipment	General Fund	Fire Department	Fire Safety USA Inc	Fire Safety USA - Lightweight Gear	8,908.00
Motor Vehicles	General Fund	Fire Department	Siddons-Martin Emergency Group LLC	Siddons-Martin - New Booster 2	318,444.00
Maint,Improve-Streets, ROW, Lights, and Signs	General Fund	Street Department	Andale Construction, Inc.	Streets - Concrete Resurfacing Product	276,794.00
Supplies & Equipment	General Fund	Street Department	Kirby-Smith Machinery, Inc.	36" Ditching And Grading Bucket	7,625.00
Supplies & Equipment	General Fund	Street Department	Network Cabling Services INC	Access Control System (Card Reader)	6,589.00
Improvements Other Than Bldgs	General Fund	Street Department	Freese & Nichols, Inc	Const - Milk Sidewalk Project	16,570.00
Professional Services	General Fund	Public Works	Half Associates Inc	Waxahachie Creek Letter of Map Revision	31,250.00
Motor Vehicles	General Fund	Animal Control	D Jones Ltd	7'X20' Adoption Trailer, Animal Services	59,950.00
General Fund Total					1,249,063.00

Advertising - Legal & Classified	Hotel Tax Fund	Convention/Visitors Bureau	Brown & Bigelow Inc	B&B Crossroads 25 T-Shirts	4,600.00
Hotel/Motel Tax Fund Total					4,600.00

Professional Services	WCDC	Non-Departmental	Patillo, Brown & Hill, LLP	FY25 Audit Services	4,795.00
Improvements Other Than Bldgs	WCDC	Non-Departmental	SSC Signs & Lighting LLC	SSC Signs & Lighting Gateway Park Sign	63,750.00
Improvements Other Than Bldgs	WCDC	Non-Departmental	SSC Signs & Lighting LLC	Park Identification And Gateway Signage	96,152.00
Software	WCDC	Parks & Recreation	NewEdge Services LLC	City Works Implementation - Parks Dept.	2,649.00
WCDC Fund Total					167,346.00

Professional Services	Water Fund	Non-Departmental	Alan Plummer and Associates, Inc.	FY25 Howard Road WTP Master Plan	235,360.00
Professional Services	Water Fund	Water Utility Administration	Alan Plummer and Associates, Inc.	On-Call General Services For Haven Ranch Develop	10,666.00
Training	Water Fund	Water Utility Administration	The Management Connection Inc	Utilities Leadership Development Training	6,000.00
Printing & Binding	Water Fund	Water Utility Administration	DataProse Inc.	Advertise For Drop Box For Payments	1,163.00
Training	Water Fund	Water Utility Administration	The Management Connection Inc	Utilities Leadership Development Training	3,000.00
Maintenance, Purchased Equipment	Water Fund	Water Production	CONSOR Engineers, LLC	Solon, FM664, Indian Est Various Tank Repairs	8,800.00
Maintenance, Purchased Equipment	Water Fund	Water Production	Environmental Improvements Inc	Additional Basin 3 Trac Vac System Repair Parts	13,841.00
Training	Water Fund	Water Distribution	The Management Connection Inc	Utilities Leadership Development Training	6,000.00
Other Purchased Services	Water Fund	Water Distribution	Xylem , Inc.	FY25 Smartball Leak And Air Pocket Inspection	90,400.00
Water Fund Total					375,230.00

(19)

Professional Services	Sokoll Fund	Sokoll WTP Operation	Patillo, Brown & Hill, LLP	FY25 Audit Services	4,795.00
Professional Services	Sokoll Fund	Sokoll WTP Operation	Alan Plummer and Associates, Inc.	FY25 Robert W. Sokoll Water Treatment Plant Master Plan	170,559.00
Training	Sokoll Fund	Sokoll WTP Operation	The Management Connection Inc	Utilities Leadership Development Training	3,000.00
Maintenance, Purchased Equipment	Sokoll Fund	Sokoll WTP Operation	Filmtec Corporation	Sokoll WTP Cell Spare Components	16,624.00
Maintenance, Purchased Equipment	Sokoll Fund	Sokoll WTP Operation	De Nora Holdings US Inc.	Additional Spare Parts For Sodium Hypochlorite Generator	19,316.00
Buildings	Sokoll Fund	Sokoll WTP Operation	ABM Building Services LLC	Sokoll WTP MCC Trane Replacement	90,161.00
Office & Other Equipment	Sokoll Fund	Sokoll WTP Operation	Filmtec Corporation	Sokoll Cell No. 1 And No. 3 Header Replacement	57,830.00
Office & Other Equipment	Sokoll Fund	Sokoll WTP Operation	Alan Plummer and Associates, Inc.	Eng-Tub Settlers & Sodium Hypochlorite Tanks	45,151.00
Sokoll Fund Total					407,436.00

Professional Services	Wastewater Fund	WasteWater Utility Admin	Alan Plummer and Associates, Inc.	On-Call General Services For Haven Ranch Develop	10,666.00
Professional Services	Wastewater Fund	WasteWater Utility Admin	Freese & Nichols, Inc	Waxahachie Ellis County Wastewater Analysis (TA8)	3,462.00
Training	Wastewater Fund	WasteWater Utility Admin	The Management Connection Inc	Utilities Leadership Development Training	3,000.00
Professional Services	Wastewater Fund	WasteWater Treatment	Alan Plummer and Associates, Inc.	FY23 Engineering Assistance-TPDES Discharge Permit Process	4,981.00
Training	Wastewater Fund	WasteWater Treatment	The Management Connection Inc	Utilities Leadership Development Training	3,000.00
Office & Other Equipment	Wastewater Fund	WasteWater Treatment	Andritz Separation Inc	FY25 Belt Press Refurb (WWTP)	332,500.00
Office & Other Equipment	Wastewater Fund	WasteWater Treatment	Staples Construction Company Inc	Replacement Cranes at Jefferson Lift Station	11,384.00
Wastewater Fund Total					368,993.00

Maintenance, Other City Property	Airport Fund	Mid-Way Airport	The Stovall Corporation	Fuel Dispenser	12,685.00
Mid-Way Airport Fund Total					12,685.00

Software	Refuse Fund	Parks & Recreation	NewEdge Services LLC	City Works Implementation - Parks Dept	4,240.00
Trash/Recycling Marketing & Beautification	Refuse Fund	Parks & Recreation	FD2S INC	Downtown Signage	2,814.00
Refuse Fund Total					7,054.00