

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 Wylie
300 Country Club Road
Wylie, Texas 75098

DEVELOPMENT AGREEMENT
(Beaver Creek Estates)

This **DEVELOPMENT AGREEMENT** ("Agreement") is made and entered into by and among the **CITY OF WYLIE, TEXAS**, a Texas home-rule municipality ("City"), **NORWOOD BROWN & JENN QUATTRONE-BROWN** (collectively, "Tract 1 Owner"), **SAMUEL SIMS & ANN SIMS** (collectively, "Tract 2 & 2.1 Owner" and together with Tract 1 Owner, the "Owners") and **SKORBURG RETAIL CORPORATION**, a Texas Corporation or its Assigns ("Developer"), on the terms and conditions hereinafter set forth. City, Owners and Developer are individually and collectively referred to herein, respectively, as "Party" or "Parties."

WHEREAS, Tract 1 Owner represents and warrants that they are the sole owner of that certain 17.06 +/- acres of land situated in the John Jouett Survey, Abstract No. 475, Collin County, Texas, within the City's extraterritorial jurisdiction ("ETJ"), as more particularly described in Exhibit A-1, attached hereto and incorporated herein for all purposes ("Tract 1 Property"); and

WHEREAS, Tract 2 & 2.1 Owner represents and warrants that they are the sole owner of that certain 12.1252 +/- acres of land situated in the John Jouett Survey, Abstract No. 475, Collin County, Texas, within the City's ETJ, as more particularly described in Exhibit A-2 and A-2.1, both of which are attached hereto and incorporated herein for all purposes ("Tract 2 & 2.1 Property" and together with the Tract 1 Property, the "Property"); and

WHEREAS, Developer and Owners desire the City to annex and zone the Property to Planned Development – Single Family consistent with the PD Zoning Exhibit, the Development Standards, and Building Materials Standards described herein; and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement for property that is currently located in the ETJ of the City; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties desire to agree on the matters set forth in this Agreement pursuant to and in accordance with Section 212.172 of the Texas Local Government Code, and pursuant to Chapter 43, Subchapter C-3, Texas Local Government Code; and

WHEREAS, the Parties acknowledge and agree that this Agreement constitutes a petition

for the voluntary annexation of the Property under the provisions of Subchapter C-3, Chapter 43, Texas Local Government Code, and within ten (10) calendar days of the Effective Date of this Agreement, each Owner and Developer shall submit a complete annexation application ("Annexation Application"), on a form approved by City, with Developer paying all costs associated therewith, voluntarily requesting the City Council annex the Property in accordance with Section 43.0671 of the Texas Local Government Code, and said Annexation Application shall include any and all documents, signatures and/or other information required by Texas law and/or City's ordinances, rules and regulations, as they exist, may be amended or in the future arising, and upon the request of the City, each Owner shall promptly execute all other applications and documentation required by Texas law to petition for annexation as required by Texas law; and

WHEREAS, after submission of a complete Annexation Application by each Owner and Developer, City staff will place the Annexation Applications on the next available City Council agenda for its consideration and possible action, in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code, which if approved will annex the Property into the corporate limits of the City after the City completes all applicable procedures and public hearing(s) required by Texas law ("Annexation Ordinance"); and

WHEREAS, provided the City Council adopts the Annexation Ordinance, each Owner and Developer, if necessary, shall, within ten (10) business days of the City Council's adoption of the Annexation Ordinance, submit a zoning application, on a form approved by City, with Developer paying all costs associated therewith, requesting the City Council amend the Zoning Ordinance for the purpose of including the Property in the Zoning Ordinance and further establishing planned development zoning on the Property consistent with the Zoning Exhibit (attached hereto as Exhibit B and incorporated herein for all purposes) as well the Development Standards (attached hereto as Exhibit C and incorporated herein for all purposes) as well the Building Materials Standards (attached hereto as Exhibit D and incorporated herein for all purposes) (the "Zoning Application"). The Zoning Application shall include any and all documents, signatures and/or other information required by City's ordinances, rules and regulations, as they then exist; and

WHEREAS, within 45 days after the submission of the Zoning Application, City staff will place the Zoning Application on a Planning and Zoning Commission ("P&Z") agenda for its consideration and possible action; and

WHEREAS, within 30 days after P&Z takes action on the Zoning Application, City Staff will place the Zoning Application on a City Council agenda for its consideration and possible action, which if approved, will include the Property in an ordinance amending the Zoning Ordinance ("Zoning Ordinance Amendment"); and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City and its citizens to enter into this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained

herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **City Council Approval.** This Agreement is strictly contingent on and shall not be effective until the City Council's consideration and approval and the attendant authorization of the City Manager to execute the same (collectively, "City Council Approval").
2. **Land Subject to Agreement.** The land that is subject to this Agreement is the Property, including the Tract 1 Property and the Tract 2 & 2.1 Property. Tract 1 Owner represents and warrants that they are the sole owner of the Tract 1 Property. Tract 2 & 2.1 Owner represents and warrants that they are the sole owner of the Tract 2 & 2.1 Property.
3. **Annexation/Enforcement/Waiver and Release/Term.**
 - (a) The Property is outside the City's corporate limits and that the City has not identified the Property in its annexation plan, if such a plan exists. The Property is eligible for annexation under Subchapter C-3, Chapter 43 of the Texas Local Government Code, and this Agreement constitutes a petition for annexation of the Property with the consent of the owner thereof in accordance with Subchapter C-3, Chapter 43 of the Texas Local Government Code. Except as otherwise provided herein, Owner and/or the Developer, at his or its sole cost and expense, shall be required to provide, construct and/or install any and all public improvements necessary to connect the Property to existing City improvements and to serve the Property.
 - (b) Within ten (10) calendar days of the Effective Date of this Agreement, each Owner and Developer shall submit an Annexation Application, requesting the City Council to voluntarily annex the Property. Upon the request of the City, each Owner and Developer shall promptly execute all other applications and documentation to petition for annexation as required by Texas law. Owners and Developer represent and warrant that there are no other parties in possession of any portion of the Property and that there will be no other parties in possession of any portion of the Property at the time the Annexation Application is submitted to the City. City staff shall diligently process the Annexation Application in accordance with applicable City ordinances and state law, and each Owner and Developer hereby acknowledges and agrees that City makes no warranties and/or guarantees with regard to the outcome of the Annexation Application. Owners and Developer shall bear all reasonable and necessary costs associated with the Annexation Application.
 - (c) Owners and Developer acknowledge and agree that this Agreement meets the requirement set forth in Section 43.016 of the Texas Local Government Code, if applicable, and that no further action shall be required of the City to any of the Owners or the Developer under Section 43.016 of the Texas Local Government Code, if applicable.

- (d) **UNLESS OTHERWISE EXPRESSLY STATED HEREIN, DEVELOPER AND OWNERS HEREBY WAIVE, RELEASE, DISCHARGE, RELINQUISH AND HOLD HARMLESS THE CITY OF AND FROM ANY AND ALL RIGHTS DEVELOPER AND/OR OWNERS MAY HAVE UNDER SECTIONS 43.056, 43.062, 43.065, OR ANY OTHER PROVISION OF CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE, RESULTING FROM THE CITY'S FAILURE TO PROVIDE ANY ADDITIONAL INDIVIDUAL NOTICE TO DEVELOPER OR OWNERS REGARDING THE ANNEXATION AS CONTEMPLATED IN THIS AGREEMENT. THIS SECTION 3(D) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- (e) Should the City Council fail or refuse to approve the Annexation Ordinance as contemplated in this Agreement, Developer shall have the right to terminate this Agreement with written notice to the City.
4. **Zoning.** In accordance with the provisions of Section 212.172, Texas Local Government Code, as amended, Owners and Developer agree that from the Effective Date of this Agreement until such time as the Annexation Ordinance is approved and becomes effective in accordance with the City Charter and applicable law, the use and development of the Property shall be subject to all applicable ordinances, rules, and regulations of the City, as they exist, may be amended or in the future arising (collectively, the "Regulations"), including but not limited to the Subdivision Ordinance, the Zoning Ordinance and all building and fire codes. During such time period, the City shall be entitled to enforce the Regulations in the same manner as if the Property was located wholly within the corporate limits of the City. Owners and Developer shall not construct or permit the construction of any buildings on the Property until the part or parcel of the Property has been properly subdivided, annexed into and permanently zoned by the City, subject to the terms of this Agreement. Owners and Developer will not request final approval of any type of plat or other development document for any part or parcel of the Property with Collin County, the City or otherwise until such part or parcel of the Property has been properly annexed into the City. Subject to the terms of this Agreement, the Owners and Developer agree to obtain permits and inspections from the City and pay all related fees to the City. Provided the City Council adopts the Annexation Ordinance, Owners and Developer, if necessary, shall, within thirty (30) days of the City Council's adoption of the Annexation Ordinance, submit the Zoning Application, requesting the City Council to amend the Zoning Ordinance in accordance with the Zoning Application. City Staff shall diligently process the Zoning Application through the Planning and Zoning Commission and City Council in accordance with the Agreement, City ordinances and applicable state law, as amended. Notwithstanding anything the contrary herein, the City makes no warranties or guarantees with regard to the outcome of the Zoning Application; provided, however, that if the City fails to approve the Zoning Application or approves, without Developer's prior consent, zoning on the Property that is different than that proposed in the Zoning Application, Developer shall have the right to terminate this Agreement and demand disannexation from the corporate limits of the City. Within thirty (30) days of receipt of such notice, the City shall disannex the Property.

5. **Permits.**

- (a) During the term of this Agreement, Developer and Owners, if applicable, must obtain the City Council's approval and adoption of the Zoning Ordinance Amendment and Preliminary Plat, before any development of the Property can occur, unless the City expressly waives such requirement in writing.
 - (b) **DEVELOPER AND OWNERS WAIVE, RELEASE, RELINQUISH, DISCHARGE AND HOLD HARMLESS THE CITY AND ITS CITY COUNCIL MEMBERS, PLANNING AND ZONING COMMISSION MEMBERS, OFFICERS, EMPLOYEES AND AGENTS OF AND FROM ANY ACTIONS THE CITY ELECTS TO TAKE UNDER THIS SECTION, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS, DEMANDS OR CAUSES OF ACTION FOR RECOVERY OF REAL PROPERTY TAXES PAID BY DEVELOPER OR OWNERS PRIOR TO DISANNEXATION, DOWNZONING, CONDEMNATION, ILLEGAL EXACTION OR INVERSE CONDEMNATION. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
- 6. **Impact Fees and Credits.** Impact fees and credits relating to the Property and the development thereof shall be in accordance with the City's ordinances and Chapter 395, Texas Local Government Code.
- 7. **Default/Waiver and Release.**
 - (a) In the event Developer or Owners fail to comply with the terms and conditions of this Agreement with respect to the obligations of each such party, the City shall have the following remedies with respect to each such party, in addition to City's other rights and remedies:
 - a. to refuse to issue building permits on each such owner's property;
 - b. to refuse to approve any engineering plans;
 - c. to initiate a zoning change on the subject tract;
 - d. to terminate this Agreement;
 - e. to disannex the subject tract, if annexed pursuant to this Agreement; and/or
 - f. to seek specific performance of this Agreement.
 - (b) In the event City fails to comply with the terms and conditions of this Agreement, Developer or Owners may seek specific performance of this Agreement as its/their sole and exclusive remedy.
- 8. **Covenant Running with the Land; Expiration.** This Agreement shall be a covenant running with the land and Property and shall be binding on Developer and Owners and their respective successors and assigns. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Collin County, Texas. Notwithstanding the

foregoing, the obligations herein that burden the Property shall be released automatically provided that the following occurs: (i) the Annexation Ordinance is approved by the City Council as contemplated in this Agreement; and (ii) the Zoning Ordinance Amendment is approved by the City Council as contemplated in this Agreement.

9. **Limitations of Agreement.** The Parties hereto acknowledge that this Agreement is limited to the matters expressly set forth herein. Except as otherwise provided herein, this Agreement does not affect, waive, or limit any applicable City ordinance or regulations, including without limitation, those relating to property taxes, utility rates, permit fees, inspection fees, development fees, impact fees, tap fees, pro-rata fees and the like.
10. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights in, upon and/or to the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a “permit” as defined in Chapter 245 of the Texas Local Government Code, and nothing in this Agreement provides the City with fair notice of any project of the Developer and/or Owners. **EACH DEVELOPER AND OWNER FURTHER EXPRESSLY WAIVES, RELINQUISHES, RELEASES, DISCHARGES AND HOLDS HARMLESS THE CITY WITH REGARD TO ANY RIGHT TO CLAIM THIS AGREEMENT IS A PERMIT UNDER SECTION 212.172 OF THE TEXAS LOCAL GOVERNMENT CODE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**
11. **Condemnation Procedures/Rights Waiver.** **AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER AND EACH OWNER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER AND EACH OWNER HEREBY RELEASES CITY FROM AND AGAINST, AND WAIVES, ANY ALL RIGHTS TO OR CLAIM FOR ANY RELIEF UNDER CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED, ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT.**
12. **Miscellaneous Provisions.**
 - a. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement as if set forth verbatim and adopted as findings of City and the authorized representative of each Owner and Developer.
 - b. **Binding Agreement; Assignment.** The terms and conditions of this Agreement are binding upon the Parties hereto. This Agreement may not be assigned by any Owner and/or Developer, in whole or in part, unless the following conditions are satisfied, without which such assignment shall be null and void and of no force and effect:
 - (i) the assignment of the Agreement must be evidenced by a recordable document (“Assignment”);
 - (ii) the Assignment must expressly contain, among any other reasonable requirements and/or conditions of City, an acknowledgment and agreement

that all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee, or any portion thereof, contemplated herein, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

- (iii) the assigning Developer or Owners, as applicable, will file any approved, executed Assignment in the Real Property Records of Collin County, Texas; and
- (iv) the assigning Developer or Owners, as applicable, shall provide City with a file-marked copy of the Assignment within ten (10) business days of filing the same.

Upon any such assignment as provided above, the assignor shall be released from any further liability hereunder provided the Assignment includes a provision expressly stating that the assignee is accepting and obligating itself for any and all prior duties, obligations, covenants and/or defaults of the assignor.

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.

- c. **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, or by delivering the same in person to such party via electronic mail, with documentation evidencing the addressee's receipt thereof, or a hand-delivery service, Federal Express 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 notice, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Wylie
Attn: City Manager
300 Country Club Road
Wylie, Texas 75098
Telephone: (972) 516-6000
Email: chris.holsted@wylitexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman

1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: [REDACTED]

If to Tract 1 Owner, addressed to them at:

NORWOOD BROWN & JENN QUATTRONE-BROWN
610 Rivercove Dr
Garland, TX 75044
Phone: 469-366-5140
Email: [REDACTED]
Email: [REDACTED]

If to Tract 2 & 2.1 Owner, addressed to them at:

SAMUEL G SIMS & ANN B SIMS
400 Fox Hollow
Wylie, TX 75098
Phone: 214-649-1154
Email: [REDACTED]

If to Developer, addressed to it at:

SKORBURG REATAIL CORPORATION
8214 Westchester Dr., Ste. 900
Dallas, TX 75225
Phone: 214-522-4945
Email: [REDACTED]

With a Copy to:

Brad R. Williams
Winstead PC
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201
214.745.5264
[REDACTED]

- d. **Attorney's Fees.** In any legal proceeding brought to enforce any term of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees and expenses from the non-prevailing party/parties as permitted by Section 271.153 of the Texas Local Government Code, as applicable.
- e. **Warranties/Representations.** All warranties, representations and covenants made by a Party to any other Party in this Agreement, or in any certificate or other instrument delivered by a Party to any other Party under this Agreement, shall be considered to have been relied upon by the receiving Party.
- f. **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 hereto.

- g. **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 Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- h. **Consideration.** This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- i. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed and delivered to the other Parties.
- j. **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.
- k. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- l. **Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- m. **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.
- n. **Waiver.** Waiver by any Party of any breach of this Agreement, or the failure of any 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.

- o. **Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, City has not waived, nor shall be deemed hereby to have waived, any immunity, governmental, sovereign and/or official, or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions; provided, however, the City hereby waives its immunity to suit and liability to the extent necessary for Developer or Owner to pursue the express remedies provided herein. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.
- p. **Reference to Developer.** When referring to “Developer” herein, this Agreement shall refer to and be binding upon each Developer, and their respective officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Developer is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.
- q. **Reference to Owner.** When referring to “Owner” herein, this Agreement shall refer to and be binding upon Owner, and its officers, directors, partners, employees, representatives, agents, mortgagees, successors, assignees (as authorized herein), vendors, grantees, trustees, heirs, legatees, legal representatives and/or any other third parties for whom Owner is legally responsible and/or who may acquire an interest in the Property, provided Section 13(b) is satisfied, if applicable.
- r. **Reference to City.** When referring to “City” herein, this Agreement shall refer to and be binding upon City, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.
- s. **Survival of Covenants.** Any of the representations, warranties, covenants and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- t. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective when all the Parties have signed it. The date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party’s signature below)

will be deemed the effective date of this Agreement (“Effective Date”).

[signature pages follow]

CITY:

CITY OF WYLIE, TEXAS
a home-rule municipality

By: _____
Chris Holsted, City Manager

Date: _____

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the ____ day of _____, 2021,
by _____, City Manager of the City of Wylie, Texas.

Notary Public, State of Texas

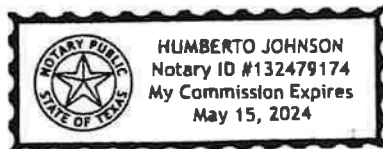
DEVELOPER:

SKORBURG RETAIL CORPORATION, a Texas Corporation

By: [Signature]
Printed Name: ADAM F. BUZEK
Title: DIRECTOR
Date: 4/29/2021


STATE OF TEXAS §
 §
COUNTY OF COLLIN §

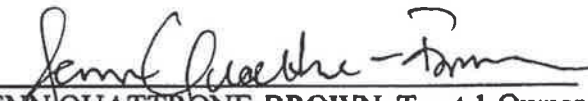
This instrument was acknowledged before me on the 30th day of April, 2021,
by Adam Buzek, SKORBURG REATAIL CORPORATION.



[Signature]
Notary Public, State of Texas

TRACT 1 OWNER:

By: 
NORWOOD BROWN, Tract 1 Owner
Date: 04/30/21


By: 
JENN QUATTRONE-BROWN, Tract 1 Owner
Date: 4/30/21


STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021,
by Norwood Brown & Jenn Quattrone-Brown.

Notary Public, State of Texas

TRACT 2 & 2.1 OWNER:

By: 
SAMUEL SIMS, Tract 2 & 2.1 Owner
Date: 30 April 2021

By: 
ANN SIMS, Tract 2 & 2.1 Owner
Date: 30 April 2021

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2021,
by Samuel Sims and Ann Sims.

Notary Public, State of Texas

Exhibit A-1
Legal Description of the Tract 1 Property

BEING a tract of land situated in the John Jouett Survey, Abstract No. 475, Collin County, Texas, being conveyed to J.S. Freeman LLC as recorded in Volume 5582, Page 277 of the Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Railroad Spike found for corner near the centerline of Fox Hollow (County Road 732), being in the West boundary line of Beaver Creek Estates, Section Two, an addition in Collin County, Texas according to the plat thereof recorded in Cabinet B, Page 202, of the Plat Records of Collin County, Texas, being the Northeast corner of a tract of land conveyed to Samuel and Ann Sims as recorded in Volume 4992, Page 3295 of the Deed Records of Collin County, Texas, and being the Southeast corner of said J. S. Freeman LLC tract;

THENCE South 89 degrees 07 minutes 00 seconds West, passing a 5/8 inch yellow-capped iron rod found for reference at a distance of 30.00 feet, continuing a total distance of 1,028.23 feet to a ½ inch iron rod found for corner in an East line of the City of Dallas Lake Ray Hubbard as described in a deed filed for record in Volume 725, Page 817 of the Deed Records of Collin County, Texas;

THENCE along the Northeasterly line of said City of Dallas tract the following courses and distances: North 35 degrees 11 minutes 14 seconds West, a distance of 35.29 feet to a City of Dallas Concrete Monument No. FF-32-4 found for a common corner; North 53 degrees 33 minutes 27 seconds West, a distance of 300.38 feet to a City of Dallas Concrete Monument No. FF-32-3 found for a common corner; North 66 degrees 22 minutes 39 seconds West, (Directional Control) a distance of 546.42 feet to a ½ inch iron rod found for a common corner; North 65 degrees 24 minutes 39 seconds West, a distance of 166.29 feet to a City of Dallas Concrete Monument No. FF-32-1 found for a common corner; North 16 degrees 24 minutes 21 seconds East, a distance of 20.90 feet to a ½ inch iron rod found for corner near the centerline of Beaver Creek Road (County Road 1105);

THENCE along the centerline of Beaver Creek Road (County Road 1105) adjoining and adjacent to the common boundary line of a tract of land conveyed to Bozman Land Partners, LTD. as recorded in Volume 5085, Page 2320 of the Deed Records of Collin County, Texas; North 88 degrees 56 minutes 59 second East, a distance of 937.07 feet to ½ inch iron rod found for corner; South 88 degrees 10 minutes 26 seconds East, a distance of 592.20 feet to a ½ inch iron rod found for corner; South 88 degrees 00 minutes 20 seconds East continuing along the centerline of said Beaver Creek Road, 399.99 feet to a 60d nail found for corner at the intersection of the centerline of said Beaver Creek Road (County Road 1105) and Fox Hollow (County Road 732), a 5/8 inch yellow-capped iron rod found for reference bears South 45 degrees 59 minutes 08 seconds West, a distance of 41.31 feet;

THENCE South 00 degrees 53 minutes 00 seconds East, a distance of 484.06 feet to the PLACE OF BEGINNING and containing 17.06 acres of land of which approximately 1.38 of an acre lies within said roads.

Exhibit A-2

Legal Description of the Tract 2 Property

All that certain lot, tract or parcel of land situated in the JOHN JOUETT SURVEY, ABSTRACT NO. 475, COLLIN County, Texas, and being a part of that 12.125 acres as described in a Warranty Deed from Arapaho East, Inc. to Eleanor W. Tranchin, dated July 8, 1994 and being recorded in Clerk's file no. 94-0066661 of the Land Records of COLLIN County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8 inch iron rod found for corner at the Northwest corner of a 1.7 acres tract of land as described in a Warranty deed from Frances Campbell and Audrey Wallace to Dianne E. Stone, as recorded in Volume 4834, Page 1123 of the Land Records of COLLIN County, Texas;

THENCE South 00 degrees 17 minutes 25 seconds East along the West line of said 1.7 acres tract, a distance of 247.02 feet to a City of Dallas concrete monument (FF 28-2, FF 32-9) found for corner in the Take line for Lake Ray Hubbard;

THENCE in a Northwesterly direction along said take line, as follows:

North 41 degrees 40 minutes 50 seconds West, a distance of 191.15 feet to City of Dallas concrete monument (FF 32-8) found for corner;

North 25 degrees 57 minutes 51 seconds West, a distance of 93.71 feet to a City of Dallas concrete monument (FF 32-7) found for corner;

North 65 degrees 36 minutes 15 seconds West, a distance of 160.73 feet to a City of Dallas concrete monument (FF 32-6) found for corner;

North 46 degrees 37 minutes 09 seconds West, a distance of 416.19 feet to a City of Dallas concrete monument (FF 32-5) found for corner;

North 35 degrees 11 minutes 14 seconds West, a distance of 96.57 feet to a 1/2 inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE North 89 degrees 07 minutes 00 seconds East a distance of 567.40 feet to a 1/2 inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE North 00 degrees 53 minutes 00 seconds West a distance of 215.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE North 89 degrees 07 minutes 00 seconds East, at 273.91 feet pass a 1/2 inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for witness and continuing for a total distance of 303.91 feet to a point for corner in the pavement of County Road 732 (Fox Hollow) and being in the West boundary line of BEAVER CREEK ESTATES, SECTION TWO, an Addition to COLLIN County, Texas, according to the Plat thereof recorded in Volume B, Page 202 of the Map Records of COLLIN County, Texas;

THENCE South 00 degrees 53 minutes 00 seconds East along County Road 732 and with the West boundary line of said Addition, a distance of 635.11 feet to a point for corner;

THENCE South 88 degrees 44 minutes 17 seconds West, at 30.51 feet pass a 1/2 inch iron rod found for witness and continuing for a total distance of 206.33 feet to the POINT OF BEGINNING and CONTAINING 8.61 acres of land, more or less.

Exhibit A-2.1
Legal Description of the Tract 2.1 Property

All that certain lot, tract or parcel of land situated in the JOHN JOUETT SURVEY, ABSTRACT NO. 475, COLLIN County, Texas, and being a part of that 12.125 acres as described in a Warranty Deed from Arapaho East, Inc. to Eleanor W. Tranchin, dated July 8, 1994 and being recorded in Clerk's file no. 94-0066661, of the Land Records of COLLIN County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner in the pavement of County Road 732 (Fox Hollow) at the Northeast corner of said 12.125 acres tract, said point being in the West boundary line of BEAVER CREEK ESTATES, SECTION TWO, an Addition to COLLIN County, Texas, according to the Plat thereof recorded in Volume B, Page 202 of the Map Records of COLLIN County, Texas;

THENCE South 00 degrees 53 minutes 00 seconds East, along County Road 732 and with the West boundary line of said Addition, a distance of 15.00 feet to a point for corner;

THENCE South 89 degrees 07 minutes 00 seconds West, at 30.00 feet pass a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for witness and continuing for a total distance of 303.91 feet to a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

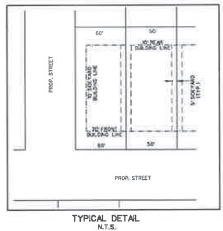
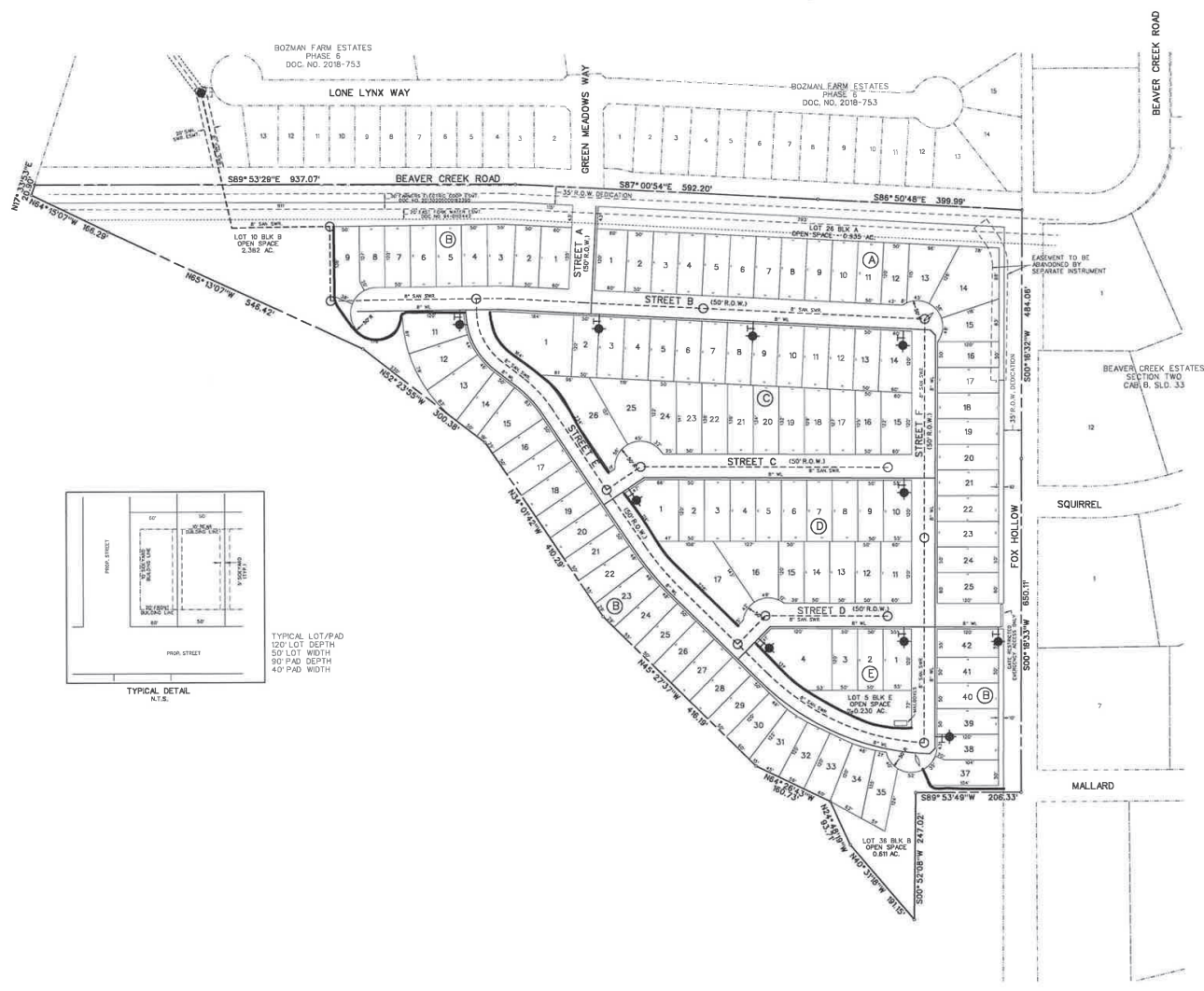
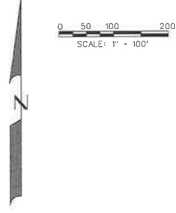
THENCE South 00 degrees 53 minutes 00 seconds East, a distance of 215.00 feet to a ½ inch iron with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner;

THENCE South 89 degrees 07 minutes 00 seconds West, a distance of 567.40 feet to a ½ inch iron with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for corner in the City of Dallas take line for Lake Ray Hubbard and the West line of said 12.125 acres tract;

THENCE North 35 degrees 11 minutes 14 seconds West along said City of Dallas tract and the West line of said 12.125 acres, a distance of 278.43 feet to a 5/8 inch iron rod found for corner at the Northwest corner of said 12.125 acres tract;

THENCE North 89 degrees 07 minutes 00 seconds East at 998.23 feet pass a ½ inch iron rod with yellow plastic cap stamped "R.S.C.I. RPLS 5034" set for witness and continuing for a total distance of 1028.23 feet to the POINT OF BEGINNING and CONTAINING 3.51 acres of land, more or less.

Exhibit B
Zoning Exhibit



- LEGEND**
- PROP. WATER LINE
 - PROP. FIRE HYDRANT AND VALVE
 - PROP. GATE VALVE
 - PROP. FLUSH VALVE
 - EXIST. WATER LINE
 - EXIST. FIRE HYDRANT AND VALVE
 - PROP. SANITARY SEWER
 - PROP. MANHOLE
 - PROP. CLEANOUT
 - EXIST. SANITARY SEWER
 - EXIST. MANHOLE
 - PROP. STORM SEWER
 - PROP. CURB INLETS
 - PROP. CONC. HEADWALL
- NOTE:
ALL OPEN SPACES TO BE OWNED AND MAINTAINED BY THE HOA.
- 6\"/>

ZONING PLAN
BEAVER CREEK ESTATES
112 TOTAL SINGLE FAMILY LOTS
4 TOTAL OPEN SPACE LOTS
29.183 TOTAL ACRES
7.727 TOTAL R.O.W. DEDICATION
OUT OF THE
JOHN JOUETT SURVEY, ABSTRACT NO. 475
IN THE
COLLIN COUNTY, TEXAS
APPLICANT
SKORBURG COMPANY, LTD.
8214 WESTCHESTER DRIVE, STE. 900
DALLAS, TEXAS 75225
214-888-8857
PREPARED BY
CORWIN ENGINEERING, INC.
200 W. BELMONT, SUITE E
ALLEN, TEXAS 75013
972-398-1000
WARREN CORWIN
MARCH 2021 SCALE 1\"/>

EX. ZONING ETJ
PROPOSED ZONING PD

OWNERS
SAMUEL & ANN SIMS
400 FOX HOLLOW
WYLE, TEXAS 75088
NORWOOD BROWN & JENN QUATTRONE
610 RIVERCOVE DR.
GARLAND, TEXAS 75044

Exhibit C
Planned Development Standards

BEAVER CREEK ESTATES

I. PURPOSE

The intent of Beaver Creek Estates is to establish a long-lasting, high-quality community that contributes to the suburban lifestyle in the City of Wylie. Beaver Creek Estates will provide a seamless transition from the Bozman Farms Estates community to the north.

II. GENERAL CONDITIONS:

1. This Planned Development District shall not affect any regulations within the Code of Ordinances, except as specifically provided herein.
2. All regulations of the Single Family 10/24 set forth in Article 3, Section 3.2 of the Comprehensive Zoning Ordinance (adopted as of 2019) shall apply except for the following:

Figure 3-4 - Planned Development – Single Family (PD – SF)	
Lot Size (Minimum)	
Lot Area (sq. ft.)	5,900
Lot Width (feet)	50
Lot width of corner Lots (feet)	55
Lot Depth (feet)	100
Dwelling Regulations	
Minimum Square Footage	
Maximum of 20% of the Lots	1,800
Maximum of 30% of the Lots	2,000
Minimum of 50% of the Lots	2,200
Design Standards Level of Achievement	See Section IV Design Conditions
Yard Requirements – Main Structures	
Front Yard (feet)	20
Side Yard (feet)	5
Side Yard of Corner Lots (feet)	10
Rear Yard (feet)	10
Lot Coverage	60%
Height of Structures	
Main Structure (feet)	36

III. SPECIAL CONDITIONS:

1. Maximum number of residential lots not to exceed 112 lots.
2. No alleys shall be required within the Planned Development.
3. No detached accessory structures shall be built in the rear yard of any lot within the Planned Development.
4. All homes within the community shall have front entry garages.
5. J-swing garage entries are not required.
6. The second point of access on to Fox Hollow Rd. shall be gate restricted for emergency access only.
7. All open space and common area lots shall be owned and maintained by the Homeowners Association in perpetuity.

IV. DESIGN CONDITIONS:

A. Land Design Standards

1. No public open space easements are required in the Planned Development.
2. There shall be a 10' landscape buffer along Beaver Creek Rd & Fox Hollow Rd planted with evergreen shrubs (3 to 5 foot center) and trees (equaling one tree per 50 feet planted in naturalized groups or rows with 20 to 30 foot spacing).
3. A 6' board on board fence shall be constructed by the home builder along Beaver Creek Rd & Fox Hollow Rd. The perimeter fence shall match the aesthetics of the adjacent Bozman Farms Estates perimeter fence to the north.
4. No perimeter walkway along Beaver Creek Rd & Fox Hollow Rd will be required.
5. There shall be a 6' hike and bike trail through the subdivision as shown on the Zoning Exhibit.

B. Street and Sidewalk Standards

1. No curvilinear streets shall be required in the Planned Development.
2. No architectural features and entry medians shall be required in the Planned Development.
3. A stone monument identifying the subdivision shall be placed in the open space lot adjacent to Beaver Creek Rd. The monument sign shall be made with more than 1 type/color of stone.
4. A 5' sidewalk shall be required throughout the subdivision.
5. All crosswalks within the subdivision shall be 7' wide with distinctive striping connecting to a pedestrian sidewalk system with pedestrian ramps complying with the American with Disabilities Act.
6. A minimum 4' wide, dedicated lead walk, separate from a driveway, shall provide connection between the house and the driveway. This lead walk shall not connect to the street.
7. A mailbox cluster shall be provided in the subdivision in the open space lot as shown on the Zoning Exhibit.
8. Streetlights with decorative poles shall be placed every 350' placed on alternating sides of the street throughout the subdivision.

C. Architectural Standards

1. At least 20% of the façade shall be offset a minimum of 1' either protruding from or recessed back from the remainder of the façade.
2. The minimum masonry percentage shall be 85% overall. The remaining 15% shall be cementitious fiber cement material.
3. 2nd story front elevation set back over brick shall be allowed with cementitious fiberboard.
4. A front-facing hip roof which faces the street, and which comprises greater than 35% of the total width of a house's façade shall be broken up with dormers or other architecturally compatible appurtenances.
5. Each single-family residential unit shall have a combined patio and/or porch total covered area of a minimum of 150 total square feet of floor area.
6. Roof pitches shall be a minimum of 8:12 on front elevation, except 3:12 roof pitches on porches/patios or dormers.
7. Architectural laminated shingles shall be used. 3-Tab Shingles are prohibited.
8. In order to encourage variety, the exterior facades of houses on the same side of the street shall vary within every 4 houses and every 2 houses across the street, to include the same combination of brick, stone, masonry-like materials, and paint color. This shall be monitored by the Architectural Control Committee.
9. Three car (or more) garages are prohibited.
10. Each garage shall be a minimum of 400 square feet.
11. Each garage shall incorporate at least two of the following architectural features:
 - a. Sconce lighting
 - b. Decorative banding or molding
 - c. Decorative overhangs above garage doors
 - d. Eyebrow soldier course over garage doors
 - e. Decorative brackets on garage doors
 - f. Columns flanking garage doors.
12. A minimum 6' high board on board fence shall be built along the rear lot line by the home builder.
13. Each residential dwelling shall have sodded front, side, and rear yard with a minimum of 2 trees and 5 shrubs in front yard planted by the home builder.
14. All lots shall have an irrigation system.

Exhibit D
Building Materials Standards

As used in this Agreement, the term “Building Materials Standards” shall include all standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings set forth or referenced in the following:

1. Ordinance No. 2019-23, Zoning Ordinance, including but not limited to Section 3.4 F3a (Architectural Standards – New Residential Requirements), with the exception of, “the minimum masonry percentage shall be 85% and the remaining 15% shall be cementitious fiberboard, and 2nd story front elevation set back over brick shall be allowed with cementitious fiberboard” as stated in the Planned Development zoning ordinance applicable to the Property.
2. The Planned Development zoning ordinance applicable to the Property, as it exists or may be amended by Wylie in its sole discretion (and any successor ordinance thereto). In the event that a provision of Ordinance No. 2019-23, Zoning Ordinance, conflicts with a provision of the Planned Development zoning ordinance applicable to the Property, the provision of the Planned Development zoning ordinance applicable to the Property shall govern.
3. Ordinance No. 2018-14, International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
4. Ordinance No. 2018-13, International Existing Building Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
5. Ordinance No. 2017-41, International Fire Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
6. Ordinance No. 2017-40, National Electrical Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
7. Ordinance No. 2017-39, International Residential Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
8. Ordinance No. 2017-37, International Plumbing Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
9. Ordinance No. 2017-34, International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
10. Ordinance No. 2017-32, International Building Code – Commercial and all local amendments thereto, as it exists or may be amended by Wylie in its sole discretion.
11. Any other existing or future ordinance, rule or regulation adopted by the Wylie City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building if the standard is

more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.