



AGENDA
PLANNING & ZONING COMMISSION
JOSHUA CITY HALL – COUNCIL CHAMBERS
101 SOUTH MAIN STREET, JOSHUA, TX 75058
April 6, 2020
6:30 PM

The Planning & Zoning Commission will hold a special meeting on April 6, 2020 at 6:30 pm in the City Hall Council Chambers, 101 S. Main Street, Joshua, Texas. This meeting is closed to the public and subject to the Open Meeting Laws of the State of Texas.

City facilities are closed to the public in response to a health emergency specifically Coronavirus Disease (COVID-19). This meeting is available via live stream. Join Zoom Meeting

<https://zoom.us/j/595632330?pwd=aGgyQ2s4bXZRUWZ3d3htVmRUQ1IGZz09> Meeting ID: 595 632 330 Password: 436485

- A.** Call to Order and announce a quorum present.
- B.** Citizens Forum
The Planning & Zoning Commission invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Planning & Zoning Commission is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Commission deliberation is permitted. Each person will have 3 minutes to speak.
- C.** Discuss, consider, and take action on appointing a Chairperson and Vice-Chairperson. (Staff Resource: A. Holloway)
- D.** Discuss, consider, and take action on the Chairperson appointing a Secretary for the Planning & Zoning Commission. (Staff Resource: A. Holloway)
- E.** Discuss, consider, and take action on approval of meeting minutes from February 19, 2020.
- F.** Discuss, consider, and take action on a Final Plat of Lots 22-30, Block 1; Lot 1, Block 2; Lots 1-9, Block 3; and Lots 1-4, Block 4 of Joshua Meadows Addition, Phase 3B being 30.508 acres of land out of the McKinney Williams Survey, Abstract No. 636, and WH Miller Survey, Abstract No. 603, the City of Joshua, Johnson County, Texas and containing 33 residential lots on property zoned PD R-1 (Ordinance No. 439-2007, as amended) (Staff Resource: A. Maldonado)
- G.** Discuss, consider, and take action on a Preliminary Plat of Lots 1-21, Lots A, B, &C, Block 1; Lots 1-26, Block 2; Lots 1-43, Lots A, B, &C, Block 3; Lots 1-35, Lot A, Block 4; Lots 1-24, Block 5; Lots 1-24, Block 6; and Lots 1-24, Block 7 of the Mockingbird Hill Addition, being a 68.939 acre tract of land situated in the WW Byers Survey, Abstract No. 29, City of Joshua, Johnson County, Texas and better described as being located west of Santa Fe Drive between Caddo Road and FM 917. (Staff Resource: A. Maldonado)
- D.** FUTURE AGENDA ITEMS/REQUESTS BY COMMISSIONERS TO BE ON NEXT AGENDA

(Commissioners shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. Any Commissioners may, however, state an issue and a request that this issue be placed on a future agenda.)

E. Adjourn

The Planning & Zoning Commission reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Commissioner may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. A quorum will be physically present at the posted meeting location of City Hall.

In compliance with the Americans with Disabilities Act, the City of Joshua will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 817/558-7447.

CERTIFICATE:

I hereby certify that the above agenda was posted on the 3rd day of April 2020 by 12:00 p.m. on the official bulletin board at the Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway, City Secretary

This notice was removed on the _____ day of _____, 2019.

CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: April 6, 2020	ITEM: C	SUBJECT: Chairperson & Vice Chairperson Appointment
STAFF RESOURCE:		A. Holloway
PREVIOUS COUNCIL ACTION (if any):		N/A
ACTION PROPOSED:		Appoint Chair and Vice Chair

BACKGROUND

At the last regular meeting, staff was directed to put on the agenda the appointment of Chair and Vice Chair.

City Charter: Sec. 1.04.034 **Officers; quorum; voting**

The commission shall elect a chairperson and a vice-chairperson, who will serve one-year terms.

Staff Recommendation:

Staff Recommends the appointment of a Chair and Vice-Chair.

ATTACHMENTS:

na

Prepared by: A. Holloway	Disposition by Council:
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CITY COUNCIL MEETING - STAFF REPORT		
AGENDA DATE: April 6, 2020	ITEM: D	SUBJECT: Secretary Appointment
STAFF RESOURCE:	A. Holloway	
PREVIOUS COUNCIL ACTION (if any):	N/A	
ACTION PROPOSED:	Appoint Secretary	

BACKGROUND

At the last regular meeting, staff was directed to put on the agenda the appointment of Chair and Vice Chair.

City Charter: Sec. 1.04.034 **Officers; quorum; voting**

The chair shall appoint a secretary for each meeting, who will keep minutes of that meeting, which may be the city secretary.

Staff Recommendation:

Staff Recommends that the Chair appoints a Secretary.

ATTACHMENTS:

na

Prepared by: A. Holloway	Disposition by Council:
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**MINUTES
PLANNING & ZONING COMMISSION
REGULAR MEETING
February 19, 2020
6:30 PM**

Planning & Zoning Commission Members Present: Richard Connally, Chairman; John Mauldin, Place 1; Angela Kidd, Place 2; Michael Frazier, Place 3; Brent Gibson, Place 5;; and Robert Fleming, Place 7

Planning & Zoning Commission Members Absent: Dennis Quinn, Place 6

City Staff Present: Aaron Maldonado, Development Services Director and Alice Holloway, City Secretary

A. CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT

The meeting was called to order at 6:32 pm and a quorum was announced.

B. Citizens Forum

The Planning & Zoning Commission invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the Planning & Zoning Commission is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Commission deliberation is permitted. Each person will have 3 minutes to speak.

No citizen requested to speak.

C. Discuss, consider, and take action on a replat of approximately .293 acres of land out of Original Town of Joshua Addition being Lots 4-6 and a portion of Lot 7, Block 11 in the City of Joshua, Johnson County, Texas. (Staff Resource: A. Maldonado)

Commissioner Gibson moved to recommend approval of a replat of approximately .293 acres of land out of Original Town of Joshua Addition being Lots 4-6 and a portion of Lot 7, Block 11 in the City of Joshua, Johnson County, Texas. Commissioner Fleming seconded the motion. The motion passed unanimously.

D. FUTURE AGENDA ITEMS/REQUESTS BY COMMISSIONERS TO BE ON NEXT AGENDA

(Commissioners shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. Any Commissioners may, however, state an issue and a request that this issue be placed on a future agenda.)

No future agenda items requested

D. Adjourn

The meeting was adjourned at 6:35 pm.

Richard Connally
Planning & Zoning Chairman

ATTEST:

Alice Holloway, TRMC
City Secretary

Approved: April 6, 2020

STAFF REPORT

TO: Members of the Planning and Zoning Commission

From: Karen K. Mitchell, Planning Consultant

Date of Meeting: April 6, 2020

Consider a recommendation to the Planning and Zoning Commission for a Final Plat of Lots 22-30, Block 1; Lot 1, Block 2; Lots 1-9, Block 3; and Lots 1-4, Block 4 of Joshua Meadows Addition, Phase 3B being 30.508 acres of land out of the McKinney Williams Survey, Abstract No. 636, and WH Miller Survey, Abstract No. 603, the City of Joshua, Johnson County, Texas and containing 33 residential lots on property zoned PD R-1 (Ordinance No. 439-2007, as amended)

GENERAL NOTE: In an effort to simplify the platting process, the Mayor and City Council recently amended the Subdivision Ordinance relinquishing plat approval by the Council and placing final approval authority with the Planning and Zoning Commission.

HISTORY: The Preliminary Plat for this property was approved by the City Council on October 17, 2019 and was for Joshua Meadows Phases 3B and 3C. Because of circumstances regarding the gas well location as well as infrastructure purposes, the applicant asked the City Staff if they could submit a final plat with different phase lines. The City staff agreed to this since it would not change the approved layout of the lots and streets.

ZONING: This property was initially zoned Planned Development District for residential use in 2007. Much of this development has been constructed. Since the configuration of the lots have changed since the initial preliminary plat, the applicant resubmitted with the revised lot layout which was approved in the fall of last year. The use of the property is consistent with the PD Ordinance.

ANALYSIS: This plat has been reviewed in accordance with the provisions set forth in the adopted Subdivision Ordinance. Lot sizes range between 0.75- and 1.426 acres in size.

UTILITIES: (Note- because there are public improvements warranted in this development, a Development Agreement must be executed between the City and Developer)

WATER/WASTEWATER- The City is in receipt of a Letter from Johnson County Special Utility District (JCSUD) stating they have approved construction plans for water/wastewater.

DRAINAGE: Drainage Plans have been submitted, reviewed and approved by the City's Engineer.

TRANSPORTATION: The subject property will connect to Valley View Drive and will construct and extend Glenwood Drive. The City's Engineer has approved the construction plans for the street improvements. The plat identifies a temporary turn around on the western side of Valley View Drive. This will eventually continue as the property to the west is developed.

PARKLAND DEDICATION: There is a private park identified in Phase 3C that is for benefit of property owners in this phase as well as phase 3C.. Because the applicant will be dedicating this as a private park, the City may determine this is acceptable in lieu of Parkland dedication or fees.

RECOMMENDATION: This final plat meets the minimum standards required within the adopted Subdivision Ordinance; therefore, it is recommended for approval.

City of Joshua Final Plat Application

SUB-DIVISION NAME: Joshua Meadows Addition, Phase 3B

PROPOSED LEGAL DESCRIPTION: Joshua Meadows Addition, Phase 3B ACRES: 30.511

ZONING: PD R-1 PROPOSED USE: Residential

BEING PLATTED AS: LOTS: 33 BLOCKS: 4 PHASES: 1

CURRENT LEGAL DESCRIPTION: 30.51 ac in the McKinney & Williams Survey, No. 636
& W.H. Miller Survey, No. 603, Joshua, Johnson County, Texas

TOTAL DENSITY (UNITS/ACRE): 1.08 AVERAGE LOT SIZE: 0.81 ac.

SURVEYOR: Neel-Schaffer, Inc. EMAIL: phil.wolters@neel-schaffer.com

ADDRESS: 2501 Ave J, Suite 120 PHONE: 817-548-0696

CITY, STATE, & ZIP: Arlington, Texas 76006

SIGNATURE:  DATE: 12-6-2019

DEVELOPER: Joshua Development Company, Ltd. EMAIL: scott@sandlinhomes.com

ADDRESS: 5137 Davis Blvd PHONE: 817-281-3509

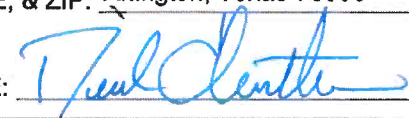
CITY, STATE, & ZIP: North Richland Hills, Texas 76180

SIGNATURE:  MGR DATE: 12/10/19

ENGINEER: Neel-Schaffer, Inc. EMAIL: derek.cheatham@neel-schaffer.com

ADDRESS: 2501 Ave J, Suite 120 PHONE: 817-548-0696

CITY, STATE, & ZIP: Arlington, Texas 76006

SIGNATURE:  DATE: 12-6-2019

NOTICE: The City of Joshua will no longer provide copies of plats to franchise utility companies. It will be the responsibility of the applicant to submit the plat to each of the utility companies for review and approval. The plat will not be filed of record without approval letters from each utility company being water/wastewater, electric, gas, & phone.

APPLICATION SUBMITTED TO CITY STAFF ON _____

APPLICANT SIGNATURE: _____

CITY STAFF SIGNATURE: _____

PROPERTY OWNER: Joshua Development Co., Ltd. EMAIL: scott@sandlinhomes.com
ADDRESS: 5137 Davis Blvd PHONE: 817-281-3509
CITY, STATE, & ZIP: North Richland Hills, Texas 76180

SIGNATURE: _____

[Signature] MC2

DATE: _____

12/10/19

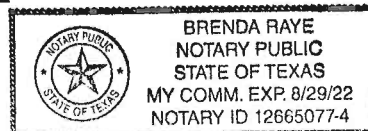
STATE OF TEXAS §
COUNTY OF JOHNSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Scott Sandlin,
known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that
he/she executed the same for the purposes and consideration therein expressed, GIVEN UNDER MY HAND AND
SEAL OF OFFICE, this the 10th day of December, 20 19.

NOTARY PUBLIC SIGNATURE: _____

Brenda Raye

SEAL



An application for a preliminary plat, replat or final plat shall be considered **ADMINISTRATIVELY COMPLETE** upon the occurrence of all of the following:

- (1) the City staff and the City Engineer have determined that the application for a preliminary plat, replat and/or final plat meets all requirements of applicable City ordinance so that it may be reviewed by the Planning and Zoning Commission or City Council;
- (2) the preliminary plat, replat and/or final plat has been placed on a duly posted agenda for the Planning and Zoning Commission or City Council; and
- (3) the Planning and Zoning Commission or City Council has taken action on the preliminary plat, replat and/or final plat.

The **FILING DATE** means the date a preliminary plat, replat or final plat is considered by the City to be administratively complete and is heard by either the Planning and Zoning Commission or City Council.

NOTES:

City of Joshua

Final Plat Check List

If the following is on the Plat Document, please put an "X", if it is not applicable please write in N/A.

REQUIRED DOCUMENTS

- ☒ Plat application signed by Property Owner & Notarized
- ☒ Application Fee & Consultant Deposit
- ☒ Certified Tax Certificates from Tax Assessor showing no taxes owed for each parcel on the plat document
- ☒ (1) **Folded** Black Line 24"X 36" Paper Copy & (1) PDF Version of the Plat
- ☒ (1) **Folded** Black Line 24" X 36" Paper Copy & (1) PDF Version of the following:
(City Engineer may waive the requirements for any of the following; however a **written request stating the reason(s)** for the requirement being waived must be submitted in place of the study and an approval letter signed by the City's Engineering Consultant must be submitted prior to the application being considered complete)
- ☒ Final Drainage Study or written waiver request
- ☒ Final Paving Plan or written waiver request
- ☒ Final Water & Wastewater Utility Plans or written waiver request
- ☐ N/A Traffic Impact Analysis or written waiver request
- ☐ N/A Developer's Agreement
- ☐ N/A Proof of Zoning & Approved Use
- ☐ N/A Proposed or existing deed covenants/restrictions
- ☒ Approval letter from JCSUD or Bethesda Water Supply Corporation stating they are in receipt of construction plans for water/wastewater for the development and/or stating JCSUD/BWSC has adequate water & wastewater facilities for the development
- ☒ Preliminary Plat Approval Date 10-17-2019

***** Once Plat has been approved three (3) signed and notarized mylars will be required - one (1) for Johnson County, one (1) for the City, and one (1) will be returned to the property owner once recorded. *****

TECHNICAL REQUIREMENTS

If the following is on the Plat Document, please put an "X", if it is not applicable please write in N/A.

- ☒ **Scale.** The permissible scale: one inch (1") = one hundred feet (100'). In cases of large developments which would exceed the dimensions of the sheet at one hundred-foot (100') scale, plats may be on multiple sheets or to another known engineering scale, as approved by the Administrative Official (or designee), and in a format that will be acceptable for eventual filing at Johnson County.
- ☐ N/A Should more than one sheet be required for the layout, there shall be included a key map showing the entire subdivision, drawn at a smaller scale, with block number and street names. The key map is to be included upon the first sheet or presented separately as a cover sheet the same size as the large-scale sheet.
- ☒ The names, addresses, phone numbers, and e-mail addresses of the owner and, if different, the subdivider and of the surveyor and/or engineer responsible for preparing the plat.

- X The name of the subdivision and adjacent subdivisions, the names of streets (to conform whenever possible to existing street names) and numbers of lot and blocks, in accordance with alphabetical block arrangements and numerical lot arrangement, with accurate dimensions in feet and decimals fractions of feet, with the length of radii and of arcs of all curves, all angles, and with all other engineering information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points.
- X An accurate boundary survey and description of the property, with bearings and distances referenced to survey lines and established subdivisions and showing the lines of adjacent lands and the lines of adjacent streets and alleys, with their width and names. Streets, alley and lot lines in adjacent subdivisions shall be shown in dashed lines.
- X The case number, as provided by the staff, shall be shown in the lower left-hand corner of the plat.
- X North arrow, graphic and written scale in close proximity.
- X Location map showing location of tract by references to existing streets or highways.
- X Appropriate title, i.e., "final plat", to include subdivision name, City, County, State, Survey and Abstract, total gross acreage, number of lots, and date of preparation.
- X Name of record owner and corresponding deed record volume and page for all adjacent unplatted tracts within one hundred feet (100), to include owners across any adjacent ROW.
- X All adjacent platted property within one hundred feet (100) shown in dashed lines, labeling lot and block numbers, subdivision name, street names and plat record reference.
- X Location of City limit lines and/or extraterritorial jurisdiction lines, all survey lines with survey names labeled.
- X All existing easements on or adjacent to the tract shown and labeled as to type and size with dimensional ties to property corners and centerline or boundary dimensions and bearings.
- X The locations, street names and dimensional centerline references to existing or approved street intersections on the perimeter of the subdivision or within one hundred feet (100) of the perimeter.
- X Point of beginning labeled on plat.
- X Two boundary corners geo-referenced by state plane coordinates in accordance with Section 10.10.3. (Monumentation)
- X Street ROW and ROW centerline dimensioned with bearings, all streets having street names as approved by preliminary plat or names dissimilar from any existing street names. Physical features relative to the property boundary, including survey markers, and existing encroachments.
- X The location and dimensions of all drainage and utility easements and pedestrian access easements.
- X All building setback lines (on all streets) labeled or noted per the appropriate zoning.
- N/A Lots to be dedicated for public use labeled as such, i.e. schools, parks, open spaces, etc., showing acreage and calculated perimeter dimensions, and the entity responsible for maintenance. Show any private uses in same manner.
- X Calculated dimensions of all lots, street ROW, easements, or common area lots, etc. All curve data should be labeled including delta, radius, length and tangent. All lots must meet the minimum lot width, depth, and area requirements of the zoning district.
- N/A Floodplain limit shown and labeled. Floodway limit shown and labeled with dimensional ties to all lot corners.
- N/A Minimum finish floor elevations shown on all lots impacted by drainage easements or intended to be filled. Finish floor note shown on plat.
- N/A For amending plats or replats, certification signed by all owners concerning deed restrictions shown.
- N/A Sight triangle note shown on the face of the plat. if applicable.

- N/A Driveway access limitation note provided, if applicable.
- X The following note shall appear on the face of the plat:
"Selling a portion of any lot within this addition by metes and bounds is a violation of state law and City ordinance and is subject to fines and withholding of utility services and building permits."
- N/A For collector or arterial streets which have limited or no individual access, the following note may be required on the face of any plat intended to be filed in the county plat records. "No lot within this addition shall be allowed driveway access onto _____ Street".
- X Temporary paved turn-arounds which meet the requirements of the Design Standards are to be provided at ends of streets more than one lot deep that will be extended in the future. The following note should be placed on the plat: "Cross-hatched area is temporary easement for turn-around until street is extended [insert direction] in recorded plat."

SECTION 10.4.7 - FINAL PLAT DEDICATION, STATEMENTS, AND WAIVERS

Requirements. The final plat shall contain a statement of dedication, signed and acknowledged by the owner or owners and by all other parties who have a mortgage or lienholder interest in the property, showing all restrictions, reservations, and/or easements, if any, to be imposed and reserved in connection with the addition.

- X **Certificate of Dedication.** The plat shall contain a certificate of dedication of all streets, public highways, alleys, parks and other land intended for public use, signed by the owner or owners and by all other parties who have mortgage or lien interests in the property and acknowledged before a notary public. All deed restrictions that are to be filed with the plat shall be shown or filed separately. The certificate of dedication shall be substantially in the following form:

Individual Owner(s).

STATE OF TEXAS
COUNTY OF _____

I (we) the undersigned owner(s) of the land shown on this plat, and designated herein as the _____ addition to the City of Joshua, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all rights-of-way, streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. I (we) further certify that all other parties who have a mortgage or lien interest in the _____ addition have been notified and signed this plat.

I (we) further acknowledge that the dedications and / or exactions made herein are proportional to the impact of the subdivision upon the public services required.

Owner for _____

STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given upon my hand and seal of office this ____ day of _____, 2____.

Notary Public in and for the State of Texas

My Commission Expires:

Lienholder's Ratification.

STATE OF TEXAS

COUNTY OF _____

Whereas (Lien Holder Name), acting by and through the under signed, its duly authorized agent, is (are) the lien holder(s) of the property described hereon, does (do) hereby ratify all dedications and provisions of this plat as shown.

(typed name of authorized agent, title, Lien Holder)

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration expressed and in the capacity therein stated and as the act and deed of said _____.

Given upon my hand and seal of office this ____ day of _____, 2____.

Notary Public in and for the State of Texas

My Commission Expires:

****If no liens exist, add the following statement to the end of the plat dedication:**

There are no liens against the property.



Corporate or partnership dedication.

STATE OF TEXAS

COUNTY OF _____

Whereas _____, acting by and through the under signed, its duly authorized agent, is the sole owner of a tract of land situated in the _____ Survey, Abstract _____, County of _____, according to the deed recorded in Volume _____, Page _____, Deed Records, _____ County, Texas, and more particularly described as follows:

[Insert legal description here]

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, _____ by and through the undersigned, its duly authorized agent, does hereby adopt this plat designating the hereinabove described property as _____, an addition to the City of Joshua, _____ County, Texas, and I (we) do hereby dedicate the rights of way, (alleys, parks) and easements shown thereon to the public's use unless otherwise noted.

WITNESS my (our) hand(s) at Joshua, Johnson County, Texas this the _____ day of _____, 2_____.

STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, _____ of _____ a corporation (partnership, JV) known to me to be the person(s) whose name(s) subscribed to the above and foregoing instrument, and acknowledged to me that he/they executed the same for the purpose and consideration expressed and in the capacity therein stated and as the act and deed of said corporation (partnership, JV).

Given upon my hand and seal of office this _____ day of _____, 2_____.

Notary Public in and for the State of Texas

My Commission Expires:

x **Surveyor Certificate.** The plat shall contain the following certification by a surveyor to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown thereon:

This is to certify that I, _____, a Registered Professional Land Surveyor of the State of Texas, have prepared this plat of the above subdivision from an actual survey on the ground; and that all monuments for lot corners, angle points, and points of curvature shown thereon as "set" were placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Joshua.

(print name), Surveyor

Texas R.P.L.S. No. _____

Date: _____

(seal)

x **Utility Easement Restriction Statement.** The plat shall contain the following statement:

"Any public utility, including the City of Joshua, shall have the right to remove all or part of any building, fences, trees, shrubs, other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat: and any public utility, including the City of Joshua, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone."

 x **Public Open Space Easement Restriction Statement.** The following full statement of restrictions shall be placed in the dedication instrument or on the face of the plat:

"No structure, object or plant of any type may obstruct vision from a height of thirty inches (30) to a height of ten feet (10) above the top of the curb, including, but not limited to buildings, fences, walks, signs, trees, shrubs, cars, trucks, etc., in the public open space easement as shown on the plat."

 x **Drainage and Floodplain Easement Restriction Statement.** The following statement shall be placed in the Dedication Instrument or on the face of the plat:

"No construction or filling, without the written approval of the City of Joshua, shall be allowed within a drainage easement or a floodplain easement, and then only after detailed engineering plans and studies show that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of one foot (1) above the 100-year flood elevation."

 x **Waivers.** The final plat shall contain a waiver of claim for damages against the City occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.

Approvals. The following approval blocks shall be executed after final approval:

I hereby certify that the above and foregoing plat of _____ Addition to the City of Joshua, Texas, was approved by the City Council of the City of Joshua on the _____ day of _____, 2____.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of _____, County, Texas, within two (2) years from said date of final approval. Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of Joshua.

WITNESS OUR HAND, this _____ day of _____, 2____.

City Secretary

The following approvals shall be placed on a final plat, in a manner that will allow the filing of the certificates by the proper party.

Recommended for final approval:

Chairman, Planning & Zoning Commission

Date

Attest:

City Secretary

Date

Approved:

Mayor, City of Joshua, Texas

Date

Attest:

City Secretary

Date

SECTION 10.4.8 - CONSTRUCTION PLANS FOR PUBLIC IMPROVEMENTS

- A. **Generally.** The applicant shall submit construction plans and profile sheets for all public works improvements for review with the application for approval of the final plat. Incomplete plans shall be returned to the applicant. Design standards of the City and Johnson County Special Utility District (JCSUD), or Bethesda Water Supply Corporation (BWSC) in effect at the time of submission of the plat shall be used, subject to the approval of the City Engineer and JCSUD or BWSC, respectfully.
- B. **Specifically.**
1. Construction plans and profiles shall be prepared by an engineer and drawn on eleven inch (11") by seventeen inch (17") sheets, and shall include a cover sheet with index, general site layout and required calculations.
 2. Each sheet shall include north point, scale, and date. Bench mark description to sea level datum shall be included with the plans.
 3. Each sheet shall show the seal and signature of the engineer who prepared the plans and shall include the following, unless specifically approved otherwise by the Administrative Official:
 - a) A plan and profile of each street with top of curb grades shown. Scale shall be one inch (1") = forty feet (40') horizontally, and one inch (1") = four feet (4') vertically; one inch (1") = twenty feet (20') horizontally, and one inch (1") = four feet (4') vertically; or one inch (1") = fifty feet (50') horizontally, and one inch (1") = five feet (5') vertically.
 - b) The cross-section of proposed streets, alleys, and sidewalks showing the width and type of pavement, base and sub-grade, and location within the right-of-way. These plan-profiles shall show the existing ground and the proposed grade at five (5)

points of cross section; that is, at the center line, the back-of-curb lines, and the property lines.

- c) A plan and profile of proposed wastewater lines, with grades and pipe sized indicated and showing locations of manholes, clean-outs, and other appurtenances, and a cross section of embedment.
- d) A plan of the proposed water distribution system showing pipe sizes and location of valves, fire hydrants, fittings and other appurtenances, with a section showing embedment.
- e) A plan to scale of all areas contributing storm water runoff or drainage within and surrounding the proposed subdivision. Such plan shall indicate size of areas, storm frequency and duration data, amounts of runoff, points of concentration, and other data necessary to adequately design drainage facilities for the area. This should analyze upstream and/or downstream impacts to ensure that the development does not adversely affect upstream or downstream properties.
- f) A plan and profile showing size and location of proposed storm sewers, showing hydraulic data, pipe grades and sizes, manholes, inlets, pipe connections, culverts, outlet structures, bridges, and other structures.
- g) Profile views of individual improvements shall have no more than two improvements on one sheet unless specifically approved by the City Engineer.

- C. **Responsibility.** The purpose of the City review is to assure conformance to City policies and standards. However, the City review is limited to facts as presented on submitted plans. The City takes no project engineering responsibility. The engineer certifying the plans is the engineer responsible for the accuracy and completeness of the documents submitted for review and actual construction.
- D. **Corrections.** The City reserves the right to require plan corrections when actual conditions in the field which are found to be contrary to or omitted from the previously submitted plan.
- E. **Approval.** If construction plans are approved, the plans shall be marked "approved" and one set shall be returned to the applicant, and at least two sets shall be retained in the City's files. The developer shall provide additional sets of the approved plans to the City, as specified by the City Engineer, for use during construction. A full set of the City-approved and stamped construction plans must be available for inspection on the job site at all times.
- F. **Revisions.** If the conditions of approval require revision(s) to the construction plans, one set shall be marked with objections noted (on the plans themselves and/or in memo format) and returned to the applicant for correction, whereupon the applicant's engineer shall correct the plans as requested and resubmit them for decision. A properly revised set of construction plans shall be submitted to the City Engineer within 30 working days of receipt of the notice of the City's Engineer's decision.

TAX CERTIFICATE FOR ACCOUNT : 126-0603-00010

AD NUMBER: R000015072

GF NUMBER:

CERTIFICATE NO : 11902789

COLLECTING AGENCY

Johnson County

P O BOX 75

CLEBURNE TX 76033-0075

DATE : 1/8/2020

FEE : \$10.00

PROPERTY DESCRIPTION

ABST 603|TR 1|W H MILLER

PAGE 1 OF 1

0000000 CR 705

6.26 ACRES

REQUESTED BY

JOSHUA DEVELOPMENT CO LTD

5137 DAVIS BLVD

NORTH RICHLAND HILLS TX 761800000

PROPERTY OWNER

JOSHUA DEVELOPMENT CO LTD

5137 DAVIS BLVD

NORTH RICHLAND HILLS TX 761800000

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE JOHNSON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES				1
LAND MKT VALUE:	889	IMPROVEMENT :		0
AG LAND VALUE:	24,151	DEF HOMESTEAD:		0
APPRAISED VALUE:	25,040	LIMITED VALUE:		0
EXEMPTIONS:	Ag 1D1			
LAWSUITS:				

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2019	CITY OF JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2019	EMER SERV DISTRICT 1	0.00	0.00	0.00	0.00	0.00	0.00
2019	FARM TO MARKET LTRD	0.00	0.00	0.00	0.00	0.00	0.00
2019	HILL COLL-JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2019	Johnson County	0.00	0.00	0.00	0.00	0.00	0.00
2019	JOSHUA ISD	0.00	0.00	0.00	0.00	0.00	0.00
2019 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 1/2020 :

\$ 0.00

ISSUED TO :

JOSHUA DEVELOPMENT CO LTD

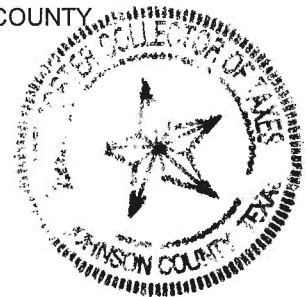
ACCOUNT NUMBER:

126-0603-00010

CERTIFIED BY :

Christy Williams

JOHNSON COUNTY



There may be a cost and/or
Fees that are unknown to the
Johnson County Tax office

TAX CERTIFICATE FOR ACCOUNT : 126-0603-01060

AD NUMBER: R000015128

GF NUMBER:

CERTIFICATE NO : 11902790

COLLECTING AGENCY

Johnson County

P O BOX 75

CLEBURNE TX 76033-0075

DATE : 1/8/2020

FEE : \$10.00

PROPERTY DESCRIPTION

ABST 603|TR 29|W H MILLER

PAGE 1 OF 1

0000000 CR 705

52.44 ACRES

REQUESTED BY

JOSHUA DEVELOPMENT CO LTD

5137 DAVIS BLVD

NORTH RICHLAND HILLS TX 761800000

PROPERTY OWNER

JOSHUA DEVELOPMENT CO LTD

5137 DAVIS BLVD

NORTH RICHLAND HILLS TX 761800000

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THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	7,446	IMPROVEMENT :	0
AG LAND VALUE:	307,194	DEF HOMESTEAD:	0
APPRAISED VALUE:	314,640	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2019	CITY OF JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2019	EMER SERV DISTRICT 1	0.00	0.00	0.00	0.00	0.00	0.00
2019	FARM TO MARKET LTRD	0.00	0.00	0.00	0.00	0.00	0.00
2019	HILL COLL-JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2019	Johnson County	0.00	0.00	0.00	0.00	0.00	0.00
2019	JOSHUA ISD	0.00	0.00	0.00	0.00	0.00	0.00
2019 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 1/2020 :

\$ 0.00

ISSUED TO :

JOSHUA DEVELOPMENT CO LTD

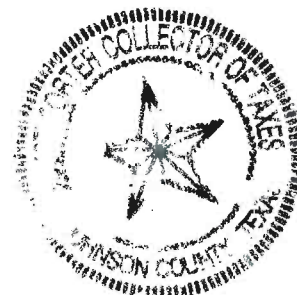
ACCOUNT NUMBER:

126-0603-01060

CERTIFIED BY :

Christy Williams

JOHNSON COUNTY



There may be a cost and/or
Fees that are unknown to the
Johnson County Tax office

TAX CERTIFICATE FOR ACCOUNT : 126-0636-00730

AD NUMBER: R000015892

GF NUMBER:

CERTIFICATE NO : 11902788

COLLECTING AGENCY

Johnson County

P O BOX 75

CLEBURNE TX 76033-0075

DATE : 1/8/2020

FEE : \$10.00

PROPERTY DESCRIPTION

ABST 636|TR 20,45|MC KINNEY &
WILLIAMS

PAGE 1 OF 1

0000000 GLENWOOD DR
73.731 ACRES

REQUESTED BY

JOSHUA DEVELOPMENT CO LTD

5137 DAVIS BLVD
NORTH RICHLAND HILLS TX 761800000

PROPERTY OWNER

JOSHUA DEVELOPMENT CO LTD

5137 DAVIS BLVD
NORTH RICHLAND HILLS TX 761800000

THIS IS TO CERTIFY THAT, AFTER A CAREFUL CHECK OF THE RECORDS OF THE JOHNSON COUNTY TAX OFFICE, THE FOLLOWING DELINQUENT TAXES, PENALTIES, AND INTEREST ARE DUE ON THE DESCRIBED PROPERTY.

THE ABOVE DESCRIBED PROPERTY TAX HAS/IS RECEIVING SPECIAL APPRAISAL BASED ON ITS USE, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL APPRAISAL. (IF APPLICABLE)

CURRENT VALUES			
LAND MKT VALUE:	10,470	IMPROVEMENT :	0
AG LAND VALUE:	210,723	DEF HOMESTEAD:	0
APPRAISED VALUE:	221,193	LIMITED VALUE:	0
EXEMPTIONS:	Ag 1D1		
LAWSUITS:			

YEAR	TAX UNIT	LEVY	PEN	INT	DEF INT	ATTY	AMOUNT DUE
2019	CITY OF JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2019	EMER SERV DISTRICT 1	0.00	0.00	0.00	0.00	0.00	0.00
2019	FARM TO MARKET LTRD	0.00	0.00	0.00	0.00	0.00	0.00
2019	HILL COLL-JOSHUA	0.00	0.00	0.00	0.00	0.00	0.00
2019	Johnson County	0.00	0.00	0.00	0.00	0.00	0.00
2019	JOSHUA ISD	0.00	0.00	0.00	0.00	0.00	0.00
2019 SUB TOTAL							\$0.00

TOTAL CERTIFIED TAX DUE 1/2020 :

\$ 0.00

ISSUED TO :

JOSHUA DEVELOPMENT CO LTD

ACCOUNT NUMBER:

126-0636-00730

CERTIFIED BY :

Christy Williams

JOHNSON COUNTY



There may be a cost and/or
Fees that are unknown to the
Johnson County Tax office



Johnson County Special Utility District

"Quality and Service since 1965"

January 22, 2020

RE: Plan Approval Letter
Joshua Meadows Phase 3B
Joshua

To Whom This May Concern:

This letter is notification that the Johnson County Special Utility District has reviewed the submitted plans, for Joshua Meadows Phase 3B, located off of Glenwood Dr, Joshua; and finds that the plans meet the specifications of Johnson County Special Utility District.

The site plans received January 10, 2020 are released for a pre-construction meeting, upon submittal of contractor information. Please contact Tyler Lyles (817) 760-5228 to schedule a pre-construction meeting.

Sincerely,

Dana Collier
System Development Manager



Johnson County Special Utility District

"Quality and Service since 1965"

Date: January 21, 2020

RE: Plat Approval Letter
Joshua Meadows Addition
Phase 3B

To Whom This May Concern:

This letter is notification that the Johnson County Special Utility District has reviewed and accepts the submitted, Final Plat sent over for review on January 17, 2020 for Joshua Meadows Addition Phase 3B, located in Joshua.

Please note that a separate letter, a plan approval letter, will be issued for acceptance of any plans that involve Johnson County Special Utility District utilities. No utility work for Johnson County Special Utility District may be conducted until the plan approval letter has been issued.

Sincerely,

Dana Collier
System Development Manager

AN AERIAL MAP OF THE CITY OF CHICAGO, ILLINOIS, SHOWING THE LOCATION OF THE SUBJECT PROPERTY, WHICH IS SHOWN AS A STAR AND Labeled "SUBJECT PROPERTY".

[illegible]

25 COUNCILMAN APOLO
TOL. CH. MEX. 125-53

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the City of Joshua, Texas ("City"), and Joshua Development Company, Ltd. ("Owner") (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 Johnson County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Owner is in the process of platting and ultimately developing Phase 3B of the Joshua Meadows Addition, which phase of the property is more particularly described and depicted in Exhibit A, attached hereto and incorporated by reference (the "Property"); and

WHEREAS, this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards originally contained in the underlying zoning ordinance, as amended, and/or this Development Agreement, to recognize Owner's reasonable investment-backed expectations in the Property, and as more fully described herein; and

WHEREAS, subject to the terms of this Agreement, Owner agrees and acknowledges that it will construct on the Property structures in accordance with the provisions, standards and notes, if any, reflected in this Agreement.

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. Building Materials for Construction of Single-Family Residential Structures on the Property. Owner agrees that all single-family residential structures on the Property shall be constructed of exterior masonry material of at least eighty percent (80%) of the total exterior walls to the top plate, excluding doors, windows, and porches. For purposes of this Agreement, "masonry" shall mean that form of construction composed of brick, stone, or decorative split face block or combination of these materials lay-up unit by unit and set in mortar with a natural finish.

2. Construction of Public Improvements. Prior to the issuance of a building permit for any single-family residential structure on the Property, Owner shall construct all necessary public improvements thereon, including streets, sidewalks and drainage improvements. All public improvements shall be constructed in accordance with City ordinances and construction standards, and shall be acceptable and approved by the City Engineer. Any exception to these requirements shall be subject to applicable City ordinances with approval by the City Council of such exception.

3. Fees in Lieu of Parkland Dedication. The Parties hereto agree and acknowledge that the City may either accept dedication of parkland or alternatively, fees in lieu of parkland dedication. Further, the Parties hereto agree and acknowledge that an appropriate fee in lieu of dedication of parkland for the development on the Property, along with proposed Phase 3C of the development, is a total of \$9,294.00. Upon execution of this Agreement, Owner shall deposit such amount with the City and no further parkland dedication or fees in lieu of dedication shall be owed by Owner to the City for Phases 3B and 3C of the Joshua Meadows Addition.

4. Applicability of City Ordinances. Owner shall construct all structures on the Property in accordance with all applicable City ordinances and building/construction codes, whether now existing or arising prior to such construction in the future.

5. 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.

6. 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 Johnson County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Johnson County, Texas.

7. 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: City of Joshua
 101 S. Main Street
 Joshua, Texas 76088
 Attention: City Manager

If to Owner: Joshua Development Company, Ltd.
 5137 Davis Boulevard
 North Richland Hills, Texas 76180
 Attention: Scott Sandlin

8. **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).

9. **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.

10. **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.

11. **Binding Agreement.** A telecopied facsimile or pdf of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein.

12. **Authority to Execute.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories 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. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Owner to the same. The City Council hereby authorizes the City Manager of the City to execute this Agreement on behalf of the City.

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

14. **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 non-binding mediation.

15. **Notification of Sale or Transfer; Assignment of Agreement.** Owner 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. Owner has the right (from time to time without the consent of the City, but upon written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by

Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement with respect to the portion of the Property transferred to Assignee. If the Property is transferred or owned by multiple parties, this Agreement shall only apply to, and be binding on, such parties to the extent of the Property owned by such successor owner, and if the Owner or any Assignee is in default under this Agreement, such default shall not be an event of default for any non-defaulting Assignee which owns any portion of the Property separate from the defaulting Owner or Assignee. A copy of each assignment shall be provided to the City within ten (10) business days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement with respect to the Property transferred to the successor owner, 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 receipt of the assignment by the City. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

16. 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.

17. 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.

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

19. 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 or pdf signature will also be deemed to constitute an original.

20. Exactions/Infrastructure Costs. Owner has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Owner, regarding Owner's rights under Texas and federal law. Owner hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas

Occupations Code, to review and determine that the exactions required by the City in this Agreement are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Owner specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Owner 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.

21. Waiver of Texas Government Code § 3000.001 et seq. With respect to any structures constructed on the Property pursuant to this Agreement, Owner hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001 et seq., as amended.

22. Rough Proportionality. Owner hereby waives any federal constitutional claims and any statutory or state constitutional takings claims under the Texas Constitution with respect to infrastructure requirements imposed by this Agreement. Owner 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 projected impact of the terms of this Agreement, with respect to infrastructure requirements imposed by this Agreement.

23. Time. Time is of the essence in the performance by the Parties of their respective obligations under this Agreement.

24. 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.

25. 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 owner of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

26. 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.

CITY:

THE CITY OF JOSHUA, TEXAS

By: _____

Name: Josh Jones

Title: City Manager, City of Joshua

STATE OF TEXAS)

)

COUNTY OF JOHNSON)

 This instrument was acknowledged before me on the ____ day of _____, 2020, by Josh Jones, City Manager of the City of Joshua, Texas, on behalf of the City of Joshua, Texas.

Notary Public, State of Texas

My Commission Expires: _____

OWNER:

JOSHUA DEVELOPMENT COMPANY, LTD.

Scott Sandlin, Its _____

STATE OF TEXAS)
)
COUNTY OF TARRANT)

 This instrument was acknowledged before me on the ____ day of _____, 2020, by Scott Sandlin on behalf of Joshua Development Company, Ltd., and known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of such Owner.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A
(Property Description)

STAFF REPORT

To: Members of the Planning and Zoning Commission
Via: Aaron Maldonado, Director of Community Development
From: Karen K. Mitchell, Planning Consultant
Date of Meeting: April 6, 2020

RE: Consider approval of a Preliminary Plat of Lots 1-21, Lots A, B, & C, Block 1; Lots 1-26, Block 2; Lots 1-43, Lots A, B, & C, Block 3; Lots 1-35, Lot A, Block 4; Lots 1-24, Block 5; Lots 1-24, Block 6; and Lots 1-24, Block 7 of the Mockingbird Hill Addition, being a 68.939 acre tract of land situated in the WW Byers Survey, Abstract No. 29, City of Joshua, Johnson County, Texas and better described as being located west of Santa Fe Drive between Caddo Road and FM 917.

HISTORY: This property is currently vacant and is zoned Planned Development District allowing for 198 Single Family Lots. Lots sizes range in size from 7200 sf to 43,560 sf (1 acre).

ANALYSIS: The applicant has been working on this project for quite some time. They initially brought in an application which combined the adjacent property known as Heritage II but have since separated the developments by not allowing connectivity of the road system. The proposed preliminary plat shows 197 residential lots and seven (7) open space lots.

ZONING: Planned Development District Ordinance No. 742-2019 approved on March 21, 2019.

TRANSPORTATION: The City's Engineer required a Traffic Engineering Study (TES) which has been reviewed and is currently under review by TXDOT. The development proposes four (4) access point- two (2) on Caddo Road and two (2) on FM 917. The TES recommendations are to allow full right-turn/left-turn movements from three (3) of the access point; however, the FM 917 access point in the far western part of the site is recommended to have only a right-turn in/right-turn out, while the easternmost drive approach will have an eastbound left-turn lane on FM 917. The City's Engineer has worked with the City Attorney on language that can be incorporated into a Development Agreement regarding TXDOT's approval of the TES as they control access to FM 917. Development Agreements are part of the Final Platting process and as such, this will be addressed at the time of Final Platting.

LANDSCAPING: A Landscape plan was approved as part of the Planned Development District indicating street trees that will be required as well as entrance feature walls. These will be reviewed during the final platting process to make sure compliance is managed.

SIDEWALKS: Sidewalks will be required to be shown during the Final Platting process.

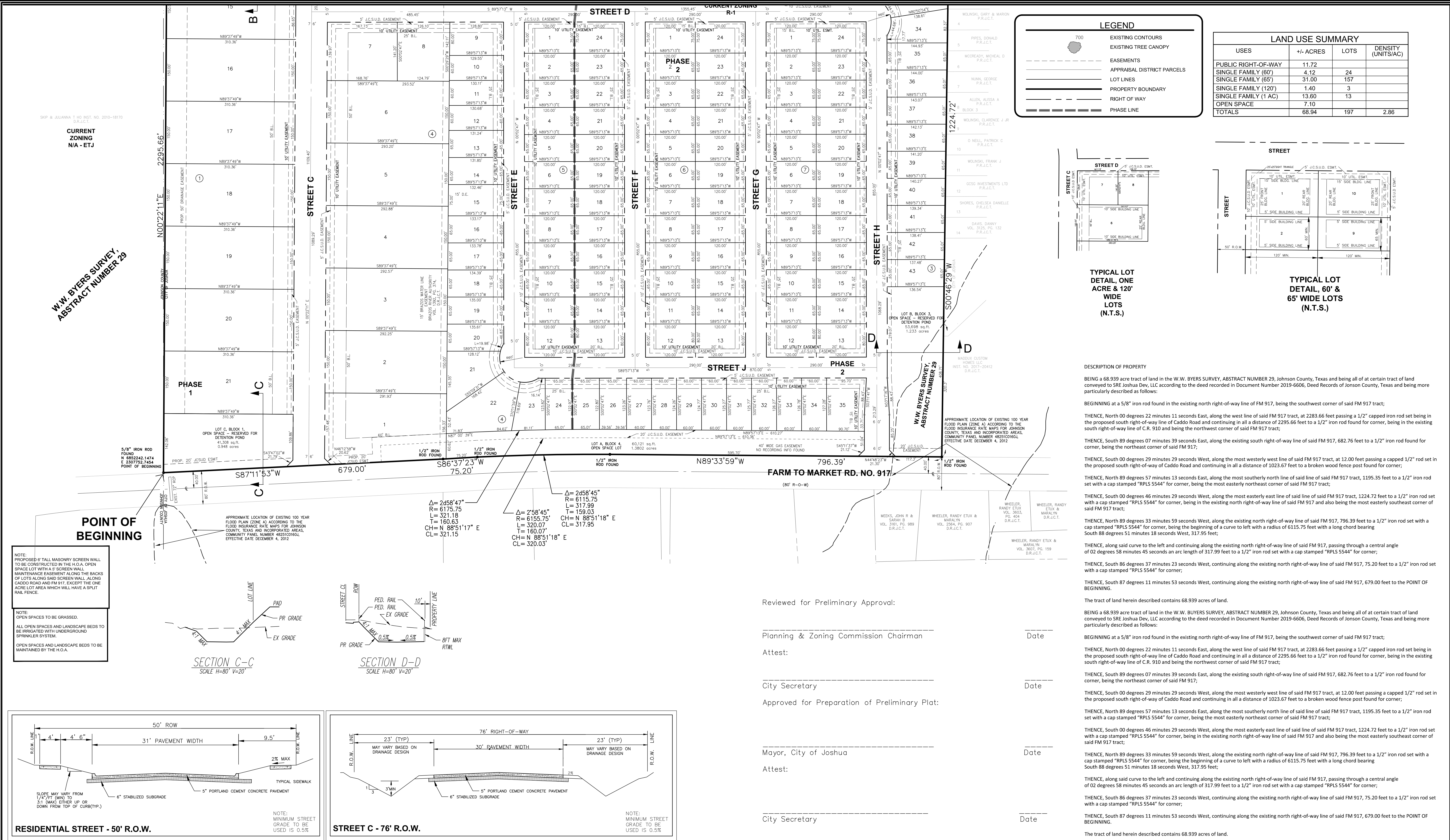
PARKLAND DEDICATION: The developer will be required to pay fees in lieu of for parkland dedication during the Final Platting process.

DRAINAGE: A drainage Plan has been submitted for review and approved by the City's Engineer. Stormwater runoff within the subdivision will generally be collected in the street curb and gutter and will discharge into one of three (3) detention basins. The southern section of Phase 1 of the development has large lots with roadside drainage swales. Runoff through this portion of the development will be collected in the drainage swales and directed to one of the detention basins.

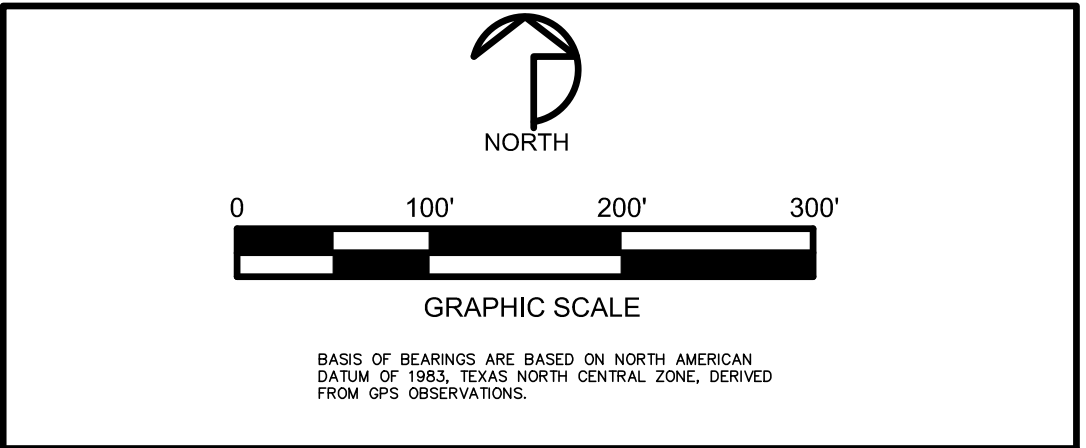
WATER/WASTEWATER: Johnson County Special Utility District will be providing these services to the property and is in receipt of a conceptional layout. Prior to the Planning and Zoning Commission approving a final plat, all utility plans must be approved and ready to construct with the City receiving a letter from JCSUD confirming this.

RECOMMENDATION: It appears the preliminary plat meets the minimum requirements as set forth in the City's Subdivision Ordinance.





PROJECT NO.	SRJ19001
FILE PATH	G:\JOB\SRJ19001_Mockingbird_Hills\Master Dev\Civil\CAD\PLAT\SRJ19001-C-PLAT.dwg
DRAWN BY	
REVIEWED BY	
DATE	JANUARY 2020
ORD NO.	690-2017
CITY CASE NO.	209-120



OWNER/DEVELOPER:
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JOHNNY D.L. WILLIAMS, R.P.L.S. NO 4818
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TEXAS LICENSED SURVEYING FIRM 10138500

A PRELIMINARY PLAT FOR
MOCKINGBIRD HILLS
CONTAINING: LOTS 1-21, LOTS A,B & C, BLOCK 1; LOTS 1-26, BLOCK 2; LOTS 1-43, LOTS A,B & C, BLOCK 3; LOTS 1-35, LOT A, BLOCK 4; LOTS 1-24, BLOCK 5; LOTS 1-24, BLOCK 6; LOTS 1-24, BLOCK 7
PD-R-1 ZONING
BEING 68.939 ACRES OF LAND
LOCATED IN THE W.W. BYERS SURVEY, ABSTRACT NUMBER 29,
SITUATED IN THE CITY OF JOSHUA, JOHNSON COUNTY, TEXAS
197 RESIDENTIAL LOTS
PREPARED NOVEMBER, 2019