



AGENDA

TOWN OF FLOWER MOUND PLANNING AND ZONING COMMISSION MEETING

OCTOBER 24, 2016

**FLOWER MOUND TOWN HALL
2121 CROSS TIMBERS ROAD
FLOWER MOUND, TEXAS**

.....
AN AGENDA INFORMATION PACKET IS AVAILABLE FOR PUBLIC INSPECTION
ONLINE AT www.flower-mound.com/AgendaCenter
.....

A. CALL TO ORDER: 6:30 P.M.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. CITIZEN'S COMMENTS

The purpose of this item is to allow citizens an opportunity to address the Commission on issues that are not the subject of a public hearing. Items requiring a public hearing are clearly marked as such on the agenda, and citizens and visitors will be allowed to speak on those items during the public hearing.

D. DIRECTOR'S REPORT

- a. Presentation and discussion regarding development activity over the past year (application statistics, major project approvals, and regulation amendments), with particular focus on activity during the past three months.

E. REGULAR ITEMS

1. *Minutes of October 10, 2016*

Consider approval of the minutes of the October 10, 2016, Planning and Zoning Commission Regular Session.

2. *VP16-0001 – Liberty Park*

Consider a request to vacate a previously approved record plat. The property is generally located south of Quail Run Drive and east of Flower Mound Road.

3. *RC16-0018 – Liberty Park*

Consider a request for a Record Plat to create a residential subdivision. The property is generally located south of Quail Run Drive and east of Flower Mound Road.

4. *RP16-0024 – Ivy Estates*

Public Hearing

Public Hearing to consider a request for a Replat to create two residential lots. The property is generally located south of Rembert Drive and north of Lismore Drive.

5. *RC16-0011 – Canyon Falls, Village 4A*

Consider a request for a Record Plat to create a residential subdivision. The property is generally located north of Denton Creek Boulevard and west of Prairie Ridge Road.

6. *RP16-0007 – Lakeshore Terrace at River Walk*

Public Hearing

Public Hearing to consider a request for a Replat to create a residential subdivision. The property is generally located east of Long Prairie Road and north of Central Park Avenue.

7. *RP16-0019 – Lakeside Ranch Business Park Addition*

Public Hearing

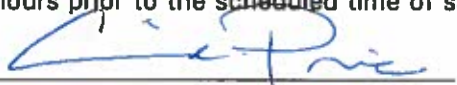
Public Hearing to consider a request for a Replat to create two non-residential lots. The property is generally located north of Lakeside Parkway and east of Gerault Road.

8. *SP16-0021 – Advantage Storage Flower Mound*

Consider a request for a Site Plan to develop a miniwarehouse. The property is generally located north of Lakeside Parkway and east of Gerault Road.

F. ADJOURNMENT

I do hereby certify that the Notice of Meeting was posted on the bulletin board in Town Hall of the Town of Flower Mound, Texas, a place convenient and readily accessible to the general public at all times, on the following date and time: Oct. 20, 2016, at 12:15pm, at least 72 hours prior to the scheduled time of said meeting.



Cindi Price, Executive Assistant

Pursuant to Section 551.071 of the Texas Government Code, the Planning and Zoning Commission reserves the right to consult in closed session with its attorney and to receive legal advice regarding any item listed on this agenda.

The Flower Mound Town Hall and Council Chambers are wheelchair accessible. Requests for accommodations or interpretive services must be made at least 48 hours prior to this meeting by contacting Planning Services at (972) 874-6350.

THE FLOWER MOUND PLANNING & ZONING COMMISSION MEETING HELD ON THE 10TH DAY OF OCTOBER, 2016, IN THE FLOWER MOUND TOWN HALL, LOCATED AT 2121 CROSS TIMBERS ROAD IN THE TOWN OF FLOWER MOUND, COUNTY OF DENTON, TEXAS, AT 6:30 PM

The Planning & Zoning Commission met in a regular session with the following members present:

Claudio Forest	Chair
Perfecto Solis	Vice Chair
Brad Ruthrauff	Commissioner, Place 1
Laile Neal	Commissioner, Place 2
Mike McCall	Commissioner, Place 3
Al Linley	Commissioner, Place 5
Laura Dillon	Commissioner, Place 6
Heth Kendrick	Commissioner, Place 8
David Johnson	Commissioner, Place 9

Constituting a quorum with the following members absent:

N/A

Places 8 and 9 of the Commission do not vote on items unless they sit in place of one of the regular members, Places 1-7.)

And the following members of Town staff present:

Ashley Dierker	Town Attorney
Tommy Dalton	Assistant Town Manager
Doug Powell	Executive Director
Chuck Russell	Town Planner
Robert Pegg	Engineering Manager
Matthew Hotelling	Traffic Engineer
John Habern	Parks, Trails & Landscape Specialist
Matthew Woods	Director of Environmental Services
James Hoefert	Environmental Review Analyst
Richard Brown	Senior Planner
Cindi Price	Executive Assistant

- A. CALL TO ORDER: 6:37 P.M.**
- B. INVOCATION AND PLEDGE OF ALLEGIANCE**
- C. CITIZENS/VISITORS COMMENTS**

There were none.
- D. ELECTION OF OFFICERS**

a) Chair

Commissioner McCall nominated Claudio Forest for Chair. Commissioner Solis seconded the nomination.

VOTE ON THE NOMINATION

AYES: Dillon, Linley, Solis, Forest, McCall, Neal, Ruthrauff

NAYS: None

ABSTAIN: None

ABSENT: None

The nomination passed with a vote of 7-0.

b) Vice Chair

Commissioner McCall nominated Perfecto Solis for Vice Chair. Commissioner Ruthrauff seconded the nomination.

VOTE ON THE NOMINATION

AYES: Ruthrauff, Neal, McCall, Forest, Solis, Linley, Dillon

NAYS: None

ABSTAIN: None

ABSENT: None

The nomination passed with a vote of 7-0.

E. REGULAR ITEMS

1. Consider approval of the minutes of the September 26, 2016, Planning and Zoning Commission Regular Session.

Commission Deliberation

Commissioner McCall moved to approve the September 26, 2016, minutes as presented. Vice Chair Solis seconded the motion.

VOTE ON THE MOTION

AYES: Dillon, Linley, Solis, McCall, Neal

NAYS: None

ABSTAIN: Ruthrauff

ABSENT: None

The motion passed with a vote of 5-0-1.

2. **Public Hearing to consider a request for a Replat (RP16-0021 – Pecan Acres, Lot 3R, Block 14) to create one residential lot. The property is generally located north of Pecan Drive, east of Pinon Street.**

Staff Presentation

Richard Brown, Senior Planner

In Favor –

Conrad Roach, 3106 Pecan, Flower Mound (property owner)

In Opposition – None

Close Public Hearing

Commission Deliberation

Vice Chair Solis moved to approve RP16-0021 – Pecan Acres, Lot 3R, Block 14. Commissioner McCall seconded the motion.

VOTE ON THE MOTION

AYES: Ruthrauff, Neal, McCall, Solis, Linley, Dillon

NAYS: None

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 6-0.

F. CLOSED SESSION

Pursuant to Section 551.071 of the Texas Government Code, the Planning and Zoning Commission convened into a closed session at 6:46 p.m. for legal consultation with the Town Attorney to receive legal advice as follows:

- a. Item 3: MPA16-0005 – Smith Tract
- b. Item 4: MPA16-0006 – Smith Tract
- c. Item 5: MPA16-0007 – Smith Tract

G. RECONVENE INTO OPEN SESSION

The Planning and Zoning Commission reconvened into open session at 7:05 p.m.

3. **Public Hearing to consider a request for a Master Plan Amendment (MPA16-0005 – Smith Tract) to amend Section 5.0, Parks and Trails Plan, by amending Figure 5.4, Trails Master Plan, to remove the Paved Multi-Use Trail, Equestrian**

Trail, Equestrian Trail Head, and Complete Streets-Bike Lanes within and adjacent to the Smith Tract. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. *(The Parks, Arts and Library Services Board recommended denial by a vote of 4 to 0 at its September 1, 2016, meeting.)*

4. Public Hearing to consider a request for a Master Plan Amendment (MPA16-0006 – Smith Tract) to amend Section 7.0, Thoroughfare Plan, by amending the Rural Collector cross-section for Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road adjacent to the Smith Tract to remove the bike lane designation. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road. *(The Transportation Commission recommended denial by a vote of 5 to 1 at its September 13, 2016, meeting.)*
5. Public Hearing to consider a request for a Master Plan Amendment (MPA16-0007 – Smith Tract) to amend Section 9.0, Wastewater Plan, to add the Smith Tract to the Wastewater Service Area depicted in Figure 1A. The property is generally bounded by Cross Timbers Road, Scenic Road, Cardinal Road, Rocky Point Road, and Shiloh Road.

Staff Presentation

Doug Powell, Executive Director

Applicant Presentation

Art Anderson, Winstead PC, Dallas

Spoke In Favor – None

Spoke In Opposition –

Mark Solow, 730 Oak Hollow, Highland Village
Tom Deans, 2250 S. Valley Pkwy, Lewisville
Ed Jordan, 1220 River Oaks, Flower Mound
Marc Finley, 2600 Bourne, Flower Mound
Scott Jostes, 3705 Ridgecrest, Flower Mound
Stephen Smith, 3705 Sarah Springs Trail, Flower Mound
John Todd, 5600 Wichita Trail, Flower Mound
Paul Stone, 709 Lake Bluff, Flower Mound
Steven Goff, 1604 Presley Way, Lantana
Vic Dean, 5213 Colonial, Flower Mound
Susan Dean, 5213 Colonial, Flower Mound
Robert Gavitt, 2800 Scenic, Flower Mound
John Basse, 1501 Lindby, Flower Mound
Marsha Gavitt, 6501 Meadowcrest, Flower Mound
Jim Engel, 5110 Bayberry, Flower Mound

Caroline Finley, 2600 Bourne, Flower Mound
Bill Milburn, 3036 Hugo Court, Flower Mound
Sharon Gentry, 2750 Bob White, Flower Mound
Ron Harvot, 3301 Camden, Flower Mound
Greg Santschi, 6405 Meadowcrest, Flower Mound
Christopher Binovi, 6509 Cardinal, Flower Mound
Janvier Scott, 2829 Bob White, Flower Mound
Mark Crump, 4209 Rollo Court, Flower Mound
Donald Cox, 5200 Parkridge, Flower Mound
Gerald Robinson, 6920 Hidden Valley, Flower Mound
Warren Campbell, 6000 Wichita Trail, Flower Mound
Cathy Strathmann, 2612 Belmont, Flower Mound
Nadia(?) Onstad, 720 Oak Hollow, Highland Village [no card]

Submitted a card to Speak In Opposition, but donated their time to Mr. Solow:

Mike Smiley, 160 E. Vista Ridge Mall, Lewisville
Craig Peterson, 6417 Bryan Pkwy, Dallas
Hannah Larsen, 3474 Shiloh, Flower Mound
Ann Marie Larsen, 3474 Shiloh, Flower Mound
Dora Achille, 4917 Wolf Creek Trail, Flower Mound
Sharon Haney, 3616 Spring Meadow, Flower Mound
Jane Herring, [no street address], Flower Mound
[no name], 1374 Forest Creek, Lewisville
[no name], 730 Oak Hollow, Highland Village
Ian Moore [no address]

Submitted cards to speak In Opposition, but did not wish to speak:

Steve and Lauri Boudreaux, 6409 Meadowcrest, Flower Mound

Close Public Hearings

Commission Deliberation (MPA16-0005)

Commissioner McCall moved to recommend denial of MPA16-0005 – Smith Tract.
Commissioner Neal seconded the motion.

VOTE ON THE MOTION (MPA16-0005)

AYES: Dillon, Linley, Solis, McCall, Neal, Ruthrauff

NAYS: None

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 6-0.

Commission Deliberation (MPA16-0006)

Vice Chair Solis moved to recommend denial of MPA16-0006 – Smith Tract.
Commissioner McCall seconded the motion.

VOTE ON THE MOTION (MPA16-0006)

AYES: Ruthrauff, Neal, McCall, Solis, Linley, Dillon

NAYS: None

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 6-0.

Commission Deliberation (MPA16-0007)

Commissioner McCall moved to recommend denial of MPA16-0007 – Smith Tract.
Vice Chair Solis seconded the motion.

VOTE ON THE MOTION (MPA16-0007)

AYES: Dillon, Linley, Solis, McCall, Neal, Ruthrauff

NAYS: None

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 6-0.

6. Public Hearing to consider a request for a Master Plan Amendment (MPA16-0010 – Urban Design Façade Materials) to amend Section 4, Urban Design Plan, by modifying the Architectural Standards to add stucco as a primary masonry option under Façade Materials.

Staff Presentation

Doug Powell, Executive Director

Spoke In Favor – None

Comments of an Informational Nature:

Gerald Robinson, 6920 Hidden Valley, Flower Mound

Spoke In Opposition:

Jim Engel, 5110 Bayberry, Flower Mound
Cathy Strathmann, 2612 Belmont, Flower Mound

Submitted a card to speak In Opposition, but did not wish to speak:

Janvier Scott, 2829 Bob White, Flower Mound

Close Public Hearing

Commission Deliberation

Vice Chair Solis moved to recommend approval of MPA16-0010 – Urban Design Façade Materials. Commissioner Neal seconded the motion.

VOTE ON THE MOTION

AYES: Ruthrauff, Neal, Solis, Linley, Dillon

NAYS: McCall

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 5-1.

7. Public Hearing to consider a request for a Master Plan Amendment (MPA16-0011 – Urban Design Architectural Standards) to amend Section 4, Urban Design Plan, by modifying the Architectural Standards to add a new subparagraph 1.3 stating that buildings certified as Leadership in Energy and Environmental Design (LEED) Gold or better can request waivers to the Architectural Standards.

Staff Presentation

Doug Powell, Executive Director

In Favor – None

In Opposition – None

Close Public Hearing

Commission Deliberation

Commissioner Dillon moved to recommend approval of MPA16-0011 – Urban Design Architectural Standards. Commissioner McCall seconded the motion.

VOTE ON THE MOTION

AYES: Dillon, Solis, McCall, Neal, Ruthrauff

NAYS: Linley

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 5-1.

[Chair Forest called for a 10-minute break.]

8. Public Hearing to reconsider approval of an ordinance amending Chapter 94, "Trees", of the Land Development Regulations (LDR16-0002 – Tree Ordinance Amendments) of the Code of Ordinances by amending Section 94-22, entitled "Protected tree lists," Section 94-23, entitled "Tree survey; development projects," Section 94-32, entitled "Trees located in buildable area," Section 94-39, entitled "Mitigation requirements for authorized tree removal," Section 94-40, entitled "Incentives for preservation of protected, specimen, and historic trees," Section 94-51, entitled "Enumeration," Section 94-65, entitled "Residential lots," Section 94-66, entitled "Approved tree planting lists," Section 94-81, entitled "Exceptions," and deleting Section 94-67, entitled "Landscape credit for large trees."

Staff Presentation

Matthew Woods, Director of Environmental Services
James Hoefert, Environmental Review Analyst

In Favor –

Marsha Gavitt, 6501 Meadowcrest, Flower Mound
Gerald Robinson, 6920 Hidden Valley, Flower Mound

In Opposition –

David Lehde, representing Dallas Builders Association, Plano

Close Public Hearing

Commission Deliberation

Vice Chair Solis moved to recommend approval of LDR16-0002 – Tree Ordinance Amendments. Commissioner McCall seconded the motion.

VOTE ON THE MOTION

AYES: Ruthrauff, Neal, McCall, Solis, Linley, Dillon

NAYS: None

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 6-0.

9. Public Hearing to consider a request to amend the Land Development Regulations (LDR16-0003 – Prohibited Signs Amendment) by deleting subparagraph (12) of Section 86-4, entitled “Prohibited signs,” of the Town’s Code of Ordinances to remove the prohibition on the use of exposed neon.

Staff Presentation

Doug Powell, Executive Director

In Favor – None

In Opposition –

Jim Engel, 5110 Bayberry, Flower Mound

Submitted a card to speak In Opposition, but did not wish to speak:

Janvier Scott, 2829 Bob White, Flower Mound

Cathy Strathmann, 2612 Belmont, Flower Mound

Close Public Hearing

Commission Deliberation

Vice Chair Solis moved to recommend approval of LDR16-0003 – Prohibited Signs Amendment with the clarification that it be done in a channelized frame. Commissioner McCall seconded the motion.

VOTE ON THE MOTION

AYES: Dillon, Linley, Solis, McCall, Neal, Ruthrauff

NAYS: None

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 6-0.

10. Public Hearing to consider a request to amend the Land Development Regulations (LDR16-0005 – Site Plan Administrative Approval) by amending various sections within Chapter 82, entitled “Development Standards,” and Chapter 98, entitled “Zoning,” of the Town’s Code of Ordinances to provide for administrative approval of site plans that meet the Town’s standards.

Staff Presentation

Doug Powell, Executive Director

In Favor – None

In Opposition –

Paul Stone, 709 Lake Bluff, Flower Mound
Jim Engel, 5110 Bayberry, Flower Mound

Submitted a card to speak In Opposition, but did not wish to speak:

Cathy Strathmann, 2612 Belmont, Flower Mound

Close Public Hearing

Commission Deliberation

Vice Chair Solis moved to recommend denial of LDR16-0005 – Site Plan Administrative Approval. Commissioner McCall seconded the motion.

VOTE ON THE MOTION

AYES: Ruthrauff, Neal, McCall, Solis, Linley, Dillon

NAYS: None

ABSTAIN: None

ABSENT: None

The motion passed with a vote of 6-0.

H. ADJOURNMENT: 11:20 P.M.

TOWN OF FLOWER MOUND, TEXAS

DOUGLAS S. POWELL, AICP
Executive Director, Development Services

ATTEST:

Cindi Price, Executive Assistant



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 2

DATE: October 24, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request to vacate a previously approved record plat (VP16-0001 - Liberty Park). The property is generally located south of Quail Run Drive and east of Flower Mound Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

The project has a companion application, Record Plat RC16-0018, for consideration on the same agenda.

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

The purpose of the application is to vacate previously recorded plat (RC15-0005) for the Liberty Park residential project which was approved by the Planning and Zoning Commission on August 10, 2015. After the subject plat was approved, the developer discovered a mid-1800s log cabin located within the Liberty Park subdivision last year. The Town purchased approximately 1.066 acres of land (approximately three lots) on which the log cabin was located from the developer of Liberty Park. Per the contract of sale, the Town is responsible for replatting the property to remove the 1.066 acres of land from the Liberty Park development. Due to the change in lot layout and associated modifications, the Town is bringing forward a vacated plat application and a new record plat (RC16-0018).

Section 90-128 of the Town's Land Development Regulations allows a plat to be vacated with consent of the property owners. Once vacated, the previous plat has no legal effect which in this case will allow the applicant effectively start over with a new record plat. Subsection (b) requires that a signed, acknowledged instrument declaring the plat vacated be approved and recorded in the manner prescribed for the original plat. Since the previous plat was approved by the Planning and Zoning Commission and recorded at the County, the property owner's request to vacate that plat must also be approved by the Planning and Zoning Commission. Please see Attachment B1 for the vacation plat affidavit.

Currently the subject property is legally recorded as a 12 lot subdivision. If approved, the property reverts back to its original configuration and the companion application may be approved consisting of nine residential lots and one Town owned lot.

On March 16, 2015, the Town Council approved a zoning amendment (Z14-0010) to change the zoning on the subject property from Agricultural District uses to SF-10 uses and the companion development plan (DP14-0011) for Liberty Park.

On November 3, 2014, the Town Council approved a Master Plan Amendment (MPA14-0005 – Bunn Gourley East) for the subject site to change the land use from Cross Timbers Conservation Development District to Medium Density Residential and to expand the boundary of the Long Prairie Wastewater Service District Map to include the subject property.

III. ATTACHMENTS

A. Background Information

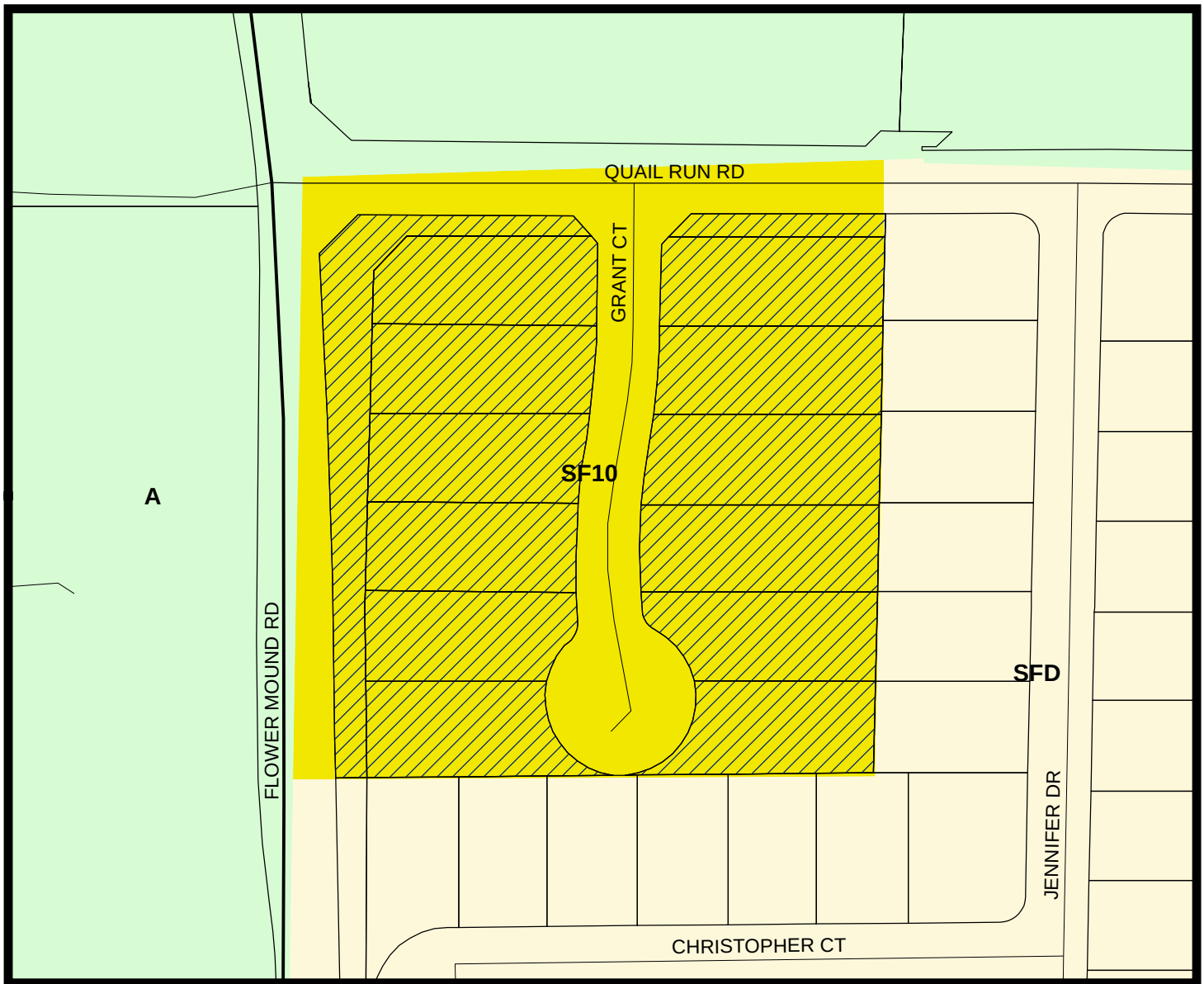
1. Vicinity Map
2. Letter of Intent
3. Contract of Sale
4. Existing Recorded Plat
5. Existing Condition Exhibit

B. Application Details

1. Vacated Plat Affidavit

Vicinity Map

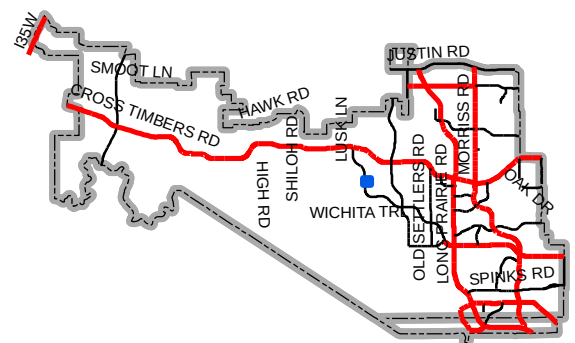
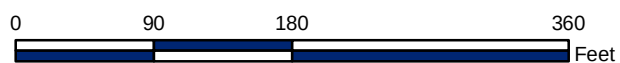
Reference Project: VP16-0001 & RC16-0018



LEGEND

-  Agriculture  Single Family Density  Single Family 10

 Subject Property



Map Location



DEVELOPMENT SERVICES

October 12, 2016

Re: Vacated Plat and Record Plat for Liberty Park

Planning and Zoning Commission,

On August 10, 2015, the Planning and Zoning Commission approved a record plat for Liberty Park to create 12 buildable, single-family residential lots. Following the discovery of a mid-1800s log cabin located within the Liberty Park subdivision last year, the Town purchased 1.066 acres of land (approximately three lots) on which the log cabin was located from the developer of Liberty Park.

Per the purchase agreement, the Town is responsible for replatting the property to remove the 1.066 acres of land from the Liberty Park development. The proposal is to vacate the current record plat for Liberty Park and create a new record plat depicting the Town owned property and revised boundary for the Liberty Park subdivision.

Poornima Srinarasi
Senior Planner
Town of Flower Mound

CONTRACT OF SALE

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS CONTRACT OF SALE ("Contract") is made by and between GRANT AND ELMS COMPANIES, LLC, a Texas limited liability company d/b/a VAQUERO DEVELOPMENT ("Seller"), and the Town of Flower Mound, Texas, a home rule municipal corporation located in Denton County, Texas ("Purchaser") to be effective on the Effective Date as specified below. For convenience, Seller and Purchaser may be referred to hereinafter collectively as "Parties" or individually as a "Party."

ARTICLE I **PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for certain real property and any improvements situated in Denton County, Texas, described by lot and block on Exhibit "A", which is attached hereto and incorporated herein for all purposes (referred to herein as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II **PURCHASE PRICE**

The purchase price for the Property shall be Four Hundred Fifty Thousand and NO/100 Dollars (\$450,000.00) ("Purchase Price") to be paid by Purchaser to Seller in good and final funds at Closing.

ARTICLE III **EARNEST MONEY**

Purchaser shall within seven (7) days of execution of this Contract deposit Five Thousand and NO/100 Dollars (\$5,000.00) ("Earnest Money") with Lawyers Title, 3360 Long Prairie Road, Suite 200, Flower Mound, Texas 75022 ("Title Company"). Failure to timely deposit the Earnest Money shall terminate this Contract immediately. The Earnest Money shall be credited towards the Purchase Price at Closing. The Parties agree that should this Contract not close for any reason, other than a breach of this Contract by Purchaser, the Earnest Money shall be refunded to Purchaser.

ARTICLE IV **SELLER'S RIGHTS AND OBLIGATIONS**

4.01. Demolition Services. Seller agrees to provide demolition services on the Property and Donated Property for the chainlink fence, the "trash" trees, the dead trees, the concrete pads and supports for prior storage sheds, the concrete drive pad, the concrete carport pad and several concrete sidewalks. The Donated Property is described in Exhibit "B", which is attached hereto and incorporated herein for all purposes. Seller also agrees to provide demolition services to

CONTRACT OF SALE

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remove portions of the cabin on the west and east sides which are located on the Donated Property described in Exhibit "B".

4.02. Protective Coverings. Seller agrees to provide protective covering over the exposed portions of the cabin located on the Donated Property described in Exhibit "B" to protect it from the natural elements within twenty-four (24) hours after Seller has demolished the non-essential portions of the cabin. The protective covering shall be of a type and quality that it will protect the structure from all natural elements, and it must be approved by Purchaser. Purchaser acknowledges that the protective covering required by this paragraph has been put in place and meets the approval of Purchaser.

4.03. Property Recovery. Seller has the right to possession and ownership of any tangible items that have a monetary value, such as a currency or a valuable metal, i.e., gold, found on, or recovered from, the Property and Donated Property. Purchaser has the right to possession and ownership of any tangible items that have any historical value found on, or recovered from, the Property and Donated Property. This paragraph survives Closing.

4.05. Donation. In addition to the purchase and sale of the Property described in Article I of this Contract, Seller or its assign also agrees to donate and convey to Purchaser certain real property and improvements situated in Denton County, Texas, described by lot and block on Exhibit "B", which is attached hereto and incorporated herein for all purposes (referred to herein as the "Donated Property"). Purchaser agrees to obtain an appraisal for the Donated Property, at Purchaser's sole cost and expense, and provide said appraisal to Seller no later than 60 days after the Closing Date, which is defined herein.

ARTICLE V

PURCHASER'S RIGHTS AND OBLIGATIONS

5.01 Title Policy. The rights and obligations of Purchaser hereunder to consummate the transaction contemplated hereby are subject to the ability of Purchaser to obtain a satisfactory Texas Owner's Policy of Title Insurance from the Title Company under the following conditions, any of which may be waived in whole or in part by Purchaser at or prior to the Closing. Within thirty (30) days after the Effective Date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall have the Title Company issue a preliminary title commitment covering the Property and Donated Property ("Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, liens, etc., affecting the Property and Donated Property. The Title Commitment shall bind the Title Company to issue a Texas Owner's Policy of Title Insurance at the Closing on the standard form of policy prescribed by the Texas Department of Insurance. Purchaser shall give Seller written notice on or before the expiration of twenty (20) days after Purchaser receives the Title Commitment that the condition of title as set forth in the Title Commitment is or is not satisfactory, and in the event Purchaser states that any conditions or exceptions to title are not satisfactory, Seller shall promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Purchaser. In the event Seller chooses not to or is unable to comply with Purchaser's written notice within twenty (20) days after receipt of such notice, this Contract may be terminated by Purchaser by providing written notice of termination to Seller. If Purchaser's written notice of objection to the Title Commitment is not received by Seller within the twenty (20)-day period, all conditions specified

in the Title Commitment shall be deemed to be acceptable to Purchaser and any objection thereto shall be deemed to have been waived for all purposes.

5.02 Development Fees. Purchaser agrees to waive all development and construction-related fees for Seller for the Liberty Park Development and for the remaining nine (9) future homes to be built in the Liberty Park Development located on Exhibit "C", which is attached hereto and incorporated herein for all purposes.

5.03 Property Replat. Purchaser agrees to replat the Liberty Park Development to remove the Property and the Donated Property described in Exhibits "A" and "B" to this Contract from the Liberty Park Addition.

5.04 Recognition. The cabin on the Donated Property is called the "Gibson-Grant Cabin at the Longprairie Homestead," and Purchaser agrees to maintain this name for the cabin. Purchaser agrees to place a plaque at the finished site on the Donated Property described in Exhibit "B" recognizing the benevolence of the Curtis Grant Family, the Wendell Elms Family and the Ray Robbins Family. Purchaser also agrees to provide recognition as stated in this paragraph in any Texas Historical Commission, National Register of Historic Places, National Trust for Historic Preservation, or similar plaques or marketing material.

5.05 Current Property Condition. Purchaser accepts the Property and Donated Property in its "as is" condition.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER
AND AGREEMENT TO PURCHASER

6.01 Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser to the best of Seller's knowledge as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Effective Date of this Contract and as of the date of the Closing:

- (a) There are no parties in possession of any portion of the Property and Donated Property as lessees, tenants at sufferance, or trespassers;
- (b) Seller is the record owner of the Property and Donated Property and has the right and ability to convey to Purchaser good and marketable title to the Property and Donated Property without the approval or participation of any other person and free and clear of any and all liens, encumbrances, conditions, assessments and restrictions other than the Permitted Exceptions described in 5.01;
- (c) There are no parties with an interest in the Property and Donated Property that would interfere with Purchaser's non-exclusive use of the Property and Donated Property;
- (d) Seller is not aware of any hazardous substances buried on the Property and Donated Property; and

- (c) Any assigns of Seller related to the Donated Property shall comply with all the provisions of Article VI of this Contract, but any such assignment will not relieve Seller of its obligations under this Contract.

ARTICLE VII

CLOSING

7.01 Closing Date. The closing of this Contract ("Closing") shall be held at such time and place as Seller and Purchaser may agree upon in writing, but no later than December 31, 2015 (which date is herein referred to as the "Closing Date"). The Parties may agree in writing to modify the Closing Date for any reason.

7.02 Conditions at Closing. The Closing and Purchaser's obligations under this Contract to purchase the Property are expressly conditioned on the following:

- (a) Seller's delivery to Purchaser at Closing of a duly executed and acknowledged Special Warranty Deed in a form mutually acceptable to Purchaser and Seller, conveying the Property and Donated Property, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions other than as provided in this Contract;
- (b) Delivery to Purchaser of the Texas Owner's Title Policy issued by the Title Company in the full amount of the Purchase Price, insuring Purchaser's easement interest in the Property and Donated Property, subject only to those title exceptions listed in this Contract, if any, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy,
- (c) Seller's execution of such documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated herein; and
- (d) Seller's delivery of possession of the Property and Donated Property to Purchaser at Closing.

At Closing, Purchaser shall deliver to Seller the Purchase Price, less the Earnest Money, in accordance with the terms of this Contract.

7.03 Failure of Conditions. Should Seller fail to satisfy any of the conditions specified in paragraph 7.02 of this Contract, Purchaser shall have the right to terminate this Contract and to recover any amounts paid by Purchaser to Seller on account of the Purchaser's performance of this Contract. The exercise of this right by Purchaser shall not, however, constitute a waiver of any other rights Purchaser may have against Seller for breach of this Contract. The Title Company shall be and is hereby irrevocably instructed by Seller on any such failure of condition and receipt of such notice from Purchaser by it to immediately refund to Purchaser all monies and instruments deposited by Purchaser with Title Company pursuant to this Contract.

7.04 Taxes. Purchaser shall not be responsible for the payment of any taxes or other assessments against the Property at the Closing. In the event there exists any roll back or other deferred taxes which are retroactive to the period of Seller's ownership of the Property or any time prior thereto pursuant to a change in zoning, use, ownership or otherwise, such retroactive taxes shall remain the obligation of Seller excepting any sums to Purchaser. In no event shall Purchaser, as a municipal corporation of the State of Texas, be liable for property taxes or other assessments of any kind which have been assessed against the Property and Donated Property. This provision shall survive the Closing.

7.05 Closing Costs. All costs and expenses of Closing in consummating the sale and purchase of the Property and the conveying of the Donated Property shall be borne and paid as follows:

All attorney fees paid for by the Party incurring same; and
All other costs to be paid by Purchaser.

ARTICLE VIII

REAL ESTATE COMMISSIONS

It is understood and agreed that no real estate brokers were involved in the negotiation and consummation of this Contract, and that no commission is to be payable in cash at the Closing. If this Contract is terminated for any reason prior to Closing, the Parties agree that there will be no commission due or payable hereunder.

ARTICLE IX

BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except because of Purchaser's termination of this Contract or because of Purchaser's default, Purchaser may either terminate the Contract, enforce specific performance of this Contract, or seek any other remedies available at law, in equity, or by statute. Seller's misrepresentation of any representation or warranty under article VI of this Contract or failure to comply with the terms of article VII of this Contract, shall constitute a default of this Contract by Seller.

ARTICLE X

BREACH BY PURCHASER

If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Purchaser shall be in default and Seller may at its sole and exclusive remedy have the Earnest Money deposit paid to Seller by the Title Company as liquidated damages for the breach. The payment of such deposit shall thereby release Purchaser from any further obligation under this Contract.

ARTICLE XI
MISCELLANEOUS

11.01 Effective Date. The Effective Date of this Contract will be the date the last Party executes the Contract.

11.02 Survival of Covenants. Any of the representations, warranties, covenants, and contracts of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the closing date of the transactions contemplated hereby shall survive the closing.

11.03 Notices. All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested, to the following addresses:

Seller: Vaquero Development
 P.O. Box 270442
 Flower Mound, Texas 75027

Purchaser: Town of Flower Mound, Texas
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

Such notices shall be deemed delivered on the date received and shall be delivered to the Parties at the address listed in this paragraph above.

11.04 Governing Law/Venue. This Contract shall be construed under and governed by and in accordance with the substantive laws of the State of Texas, notwithstanding any choice-of-law provisions thereof. All obligations of the Parties created by this Contract are fully performable in Denton County, Texas. Venue in any suit or cause of action under this Contract shall lie exclusively in a district court located in Denton County, Texas.

11.05 Parties Bound. This Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

11.06 Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Contract, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

11.07 Entirety. This Contract constitutes the sole and only agreement of the Parties regarding the subject matter of this Contract and supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter of this Contract.

11.08 Amendment. This Contract may not be modified or amended unless such modification or amendment is in writing and signed by both Parties.

CONTRACT OF SALE

W:\Flower Mound\Real Property\Vaquero Development Purchase\Contract of Sale.003.docx

PAGE 6 OF 9

11.09 Time. In this Contract, time is of the essence and compliance with the times for performance is required.

11.10 Assignment. This Contract or any obligation of a Party hereunder may not be assigned by any Party without the express written consent of the other Party to the Contract. Notwithstanding anything to the contrary herein, Seller has the right to assign its ownership interest in the Donated Property to a third party at Closing. In the event such assignment occurs, the third party shall convey its ownership interest in the Donated Property to Purchaser at Closing. Seller's assignment of this Contract, any obligation under this Contract, or its ownership interest in the Property or Donated Property shall not relieve Seller of any of its obligations under this Contract.

11.11 No Waiver. The failure of a Party to enforce a right under this Contract shall not be construed to waive such Party's right to enforce any other rights under this Contract. Nothing in this Contract shall be construed to waive the Purchaser's governmental immunity under Texas law.

11.12 Captions. The captions to the various provisions of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

11.13 Attorney's Fees/Court Costs. The prevailing Party in any legal proceeding brought under or with respect to the transaction described in this Contract is entitled to recover from the non-prevailing Party all costs of such proceeding and reasonable attorney's fees.

11.14 Mediation. Seller and Purchaser agree that in the event a dispute occurs concerning any provision of this Contract, the Parties shall attend non-binding mediation in an attempt to resolve the matter before any Party elects to file a lawsuit as stated in this Contract.

EXECUTED to be effective on the Effective Date.

SELLER:

GRANT AND ELMS COMPANIES, LLC
a Texas limited liability company d/b/a
VAQUERO DEVELOPMENT



By: Curtis Grant,
Title: Chief Executive Officer & President

ADDRESS: P.O. Box 270442
Flower Mound, TX 75027

Date: 12/7/15

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 7th day of December, 2015, by Stanley Curtis Grant known to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he is the Owner of GRANT AND ELMS COMPANIES, LLC d/b/a VAQUERO DEVELOPMENT, and that he executed the same for and on behalf of GRANT AND ELMS COMPANIES, LLC d/b/a VAQUERO DEVELOPMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December, 2015.

My Commission Expires:

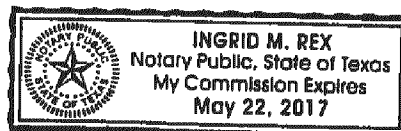
May 22, 2017



Notary Public in and for the State of Texas

INGRID M REX

Typed or Printed Name of Notary



PURCHASER:

TOWN OF FLOWER MOUND, TEXAS

Thomas Hayden

By: Tom Hayden, Mayor

ADDRESS: 2121 Cross Timbers Road
Flower Mound, Texas

Date: 12/8/15

ATTEST:

Theresa Scott

Theresa Scott, Town Secretary

EARNEST MONEY RECEIPT

The undersigned certifies that the Town of Flower Mound has paid to Lawyers Title the sum of _____ Dollars and no cents (\$_____.00) on this _____ day of _____, 2015.



By: _____
Name: _____
Title: _____
Telephone: _____
Facsimile: _____

EXHIBIT "A"

Lot 2, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C."

Lot 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C."

All of that portion of Lot 1X, Block A of Liberty Park that abuts Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C," including all easements and landscape buffers contained therein.

EXHIBIT "B"

Lot 3, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C."

The map shows a residential subdivision with 26 lots arranged in a grid. Lot 1 is at the top left, and Lot 26 is at the bottom right. The streets shown are Quail Run Drive to the north, Flower Mound Road to the east, and Christopher Court to the south. The map includes detailed survey data, including bearings, distances, and area calculations. A north arrow is located in the upper left corner. The map is titled 'BLOCK B' in the center.



Lawyers Title Company

3360 Long Prairie Road, Suite 200

Flower Mound, TX 75022

Phone (972)221-3521 * Fax (972)355-0151

Date: January 4, 2016
GF#: LT-2066-2000661501029
Property: , Flower Mound, TX

BUYER AND SELLER ADDRESS INFORMATION SHEET

BUYER NAME(S): Town of Flower Mound

BUYER'S ADDRESS: _____

WORK PHONE NO. (1): 972.874.6089

WORK PHONE NO. (2): _____

HOME PHONE NO.: _____

EMAIL ADDRESS (1): _____

EMAIL ADDRESS (2): Jimmy.Stathatos@flower-mound.com

SELLER NAME(S): Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero

Development

SELLER'S ADDRESS: _____

WORK PHONE NO. (1): _____

WORK PHONE NO. (2): _____

HOME PHONE NO.: _____

EMAIL ADDRESS (1): _____

EMAIL ADDRESS (2): _____

**PLEASE RETURN RECORDED DOCUMENTS AND TITLE POLICIES
TO THE ABOVE ADDRESSES.**



Lawyers Title Company
3360 Long Prairie Road, Suite 200, Flower Mound, TX 75022
Phone: (972)221-3521 | FAX: (972)355-0151

FINAL BORROWER'S STATEMENT

Settlement Date: January 4, 2016
Disbursement Date: January 4, 2016

Escrow Number: LT-2066-2000661501029
Escrow Officer: Kim Hill

Borrower: Town of Flower Mound (100.00000%)
2121 Cross Timbers Road
Flower Mound, TX 75028

Seller: Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero
Development (100.00000%)
P.O. Box 270442
Flower Mound, TX 75027
Flower Mound, TX

		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price		450,000.00	
Deposit or earnest money	Town of Flower Mound		5,000.00
TITLE & ESCROW CHARGES			
Settlement or closing fee	The Settle Firm, Inc.	350.00	
RE: Escrow Fee			
Owner's title insurance	Lawyers Title Company	2,814.00	
(65% to The Settle Firm/35% to Lawyers Title)			
T-3 Amendment of Survey Exception for T-1R	Lawyers Title Company	140.70	
(T-3 or Deletion)			
Document Preparation Fee	The Settle Firm, Inc.	175.00	
Tax Certificate	Lawyers Title FBO National TaxNet	50.95	
E Recording Fee	Lawyers Title Company	12.00	
Policies to be issued:			
Owners Policy			
Coverage: \$450,000.00	Premium: \$2,814.00 Version: Texas Residential Owner Policy of Title Insurance One-To-Four Family Residences (T-1R) - 2014		
RECORDING CHARGES			
Government recording charges	Lawyers Title Company	68.00	
MISCELLANEOUS CHARGES			
Survey	Arthur Surveying Co., Inc.	487.13	
Subtotals		454,097.78	5,000.00
Balance Due FROM Borrower			449,097.78
TOTALS		454,097.78	454,097.78

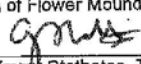
APPROVED and ACCEPTED

Borrower understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender involved may be furnished a copy of this Statement. The undersigned hereby authorizes Lawyers Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of loan funds in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BORROWER:

Town of Flower Mound

BY: 

Jimmy Stathatos, Town Manager

I have caused or will cause the funds to be disbursed in accordance with the Statement which I have prepared.

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Lawyers Title Company
Settlement Agent

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES

THE SETTLE FIRM, INC., a
Texas professional corporation
ATTORNEYS AND COUNSELORS

4131 N. Central Expressway, Suite 450
Dallas, TEXAS 75204
214/526-1706
FACSIMILE: 214/526-4145

TO: Town of Flower Mound

SELLER: Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

RE: Preparation of Legal Documents for loan

PROPERTY: See Exhibit "A" attached.

DATE: _____

ATTORNEY REPRESENTATION AND FEE LETTER

Legal instruments involved in the above-referenced loan and real property transaction have been prepared for the LENDER by THE SETTLE FIRM, INC. As part of the obligation of the undersigned to pay the reasonable expenses of the LENDER in connection with the preparation of the aforementioned legal documents, the undersigned herewith agrees to pay, at closing, the legal fees charged by THE SETTLE FIRM, INC. in connection with the preparation of the said legal instruments. The undersigned acknowledge that THE SETTLE FIRM, INC. has acted only as counsel to LENDER, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to the loan or the real property described above, or with respect to any of the documents or instruments being executed in connection therewith. The undersigned have been and are hereby advised to obtain counsel of their own choice to represent them in this transaction.

INVOICE

Document preparation, courier in connection with the above legal instruments \$175.00

The amount of the above-referenced invoice should be collected from the Borrower at closing, and a check made payable to "THE SETTLE FIRM, INC." should be returned directly to the above address in the pre-addressed, stamped envelope along with the original of this document.

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: _____
Curtis Grant, Chief Executive Officer & President

Town of Flower Mound

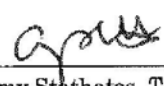
BY:  _____
Jimmy Stathatos, Town Manager

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, and being part of Lot 1X, and all of Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof record under Document Number 2015-403, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for corner being the southeast corner of said Lot 4 and being the northeast corner of Lot 5, Block A of said Liberty Park, same point being in the west right-of-way line of Liberty Court;

THENCE North 88 degrees 17 minutes 41 seconds West, passing at 164.76 feet a 1/2 inch iron rod with yellow cap stamped (ASC) found for corner being the northwest corner of said Lot 5, continuing on for a total distance of 193.32 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the west line of said Lot 1X and the east right-of-way line of Flower Mound Road, same point being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said east right-of-way, with said curve to the left, through a central angle of 02 degrees 01 minutes 11 seconds, whose chord bears North 01 degrees 44 minutes 06 seconds West at 195.45 feet, an arc length of 195.45 feet to an "X" cut found in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the southeast line of said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being in the south right-of-way line of Quail Run Drive;

THENCE South 88 degrees 17 minutes 41 seconds East, with said south right-of-way line of Quail Run Drive, a distance of 170.90 feet to an "X" cut found in concrete for corner being the northwest corner of a corner clip;

THENCE South 43 degrees 00 minutes 08 seconds East, with the southwest line of said corner clip, a distance of 28.14 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the southeast corner of said corner clip, same point being in the west right-of-way line of said Liberty Court;

THENCE South 02 degrees 17 minutes 25 seconds West, with said west right-of-way line of said Liberty Court, a distance of 79.77 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the right having a radius of 475.00 feet;

THENCE with said west right-of-way and with said curve to the right, through a central angle of 08 degrees 51 minutes 36 seconds, whose chord bears South 06 degrees 43 minutes 13 seconds West at 73.38 feet, an arc



EXHIBIT A
(Continued)

length of 73.45 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the left, having a radius of 525.00 feet;

THENCE with said west right-of-way line and with said curve to the right, through a central angle of 05 degrees 43 minutes 50 seconds, whose chord bears South 08 degrees 17 minutes 05 seconds West at 52.49 feet, an arc length of 52.51 feet to the **POINT OF BEGINNING** and containing 1.066 acres of land, more or less.

BUYER'S RECEIPT AND CONFIRMATION
Made by Natural Person(s)

Date: December 30, 2015
GF#: LT-2066-2000661501029
Buyer's Name and Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Property: Flower Mound, TX

Buyer (whether one or more, the first person, singular form shall be used herein and shall refer to each and every buyer identified above) on oath swears that the following statements are true and are within personal knowledge of Buyer:

1. My full legal name is , and I am over the age of eighteen years old.
2. I acknowledge that I am buyer of the Property.

Title Insurance and Commitment - General

3. I acknowledge that I am receiving an Owner Policy of Title Insurance (Owner Policy) issued by Fidelity National Title Insurance Company (referred to as Underwriter) through Lawyers Title Company (referred to as Agent) in the amount of the purchase price of the Property.
4. I acknowledge receipt of the following:
 - ☒ Commitment for Title Insurance with Issued date: December 28, 2015
 - ☒ Copies of covenants, conditions, restrictions, easements and other documents shown as exceptions on Schedule B of the Commitment.
5. I understand that, in addition to the exceptions shown on the Commitment, the Owner Policy promulgated by the Texas Department of Insurance contains Exclusions from Coverage.

Title Insurance - Rights of Parties in Possession

6. I confirm that Agent has informed me that unless Agent makes a physical inspection of the Property, my Owner Policy will contain an exception as to "rights of parties in possession."
 - ☒ I hereby waive any inspection by Agent and agree to accept the policy containing the exception.

Title Insurance - Area and Boundaries

7. I confirm that Agent has informed me that unless an acceptable survey is furnished and an additional premium paid, my Owner Policy will contain an exception as to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."
 - ☐ I do not wish to provide a survey and/or to pay the additional premium and agree to accept the policy containing the general exception.

Title Insurance - Taxes

8. I acknowledge that my Owner Policy will contain an exception to possible "taxes and assessments by any taxing authority for prior years due to a change in land usage or ownership," and I confirm that neither Underwriter nor Agent are responsible for assisting me in paying or resolving any such tax issues.
 - ☒ I acknowledge receipt of the Tax Certification or Tax Information Sheet provided to Agent

Survey or surveyor's plat

- ☒ I acknowledge receipt of a survey of the Property dated: December 22, 2015.
9. I confirm that Agent has made no representations to me regarding any matters shown on said survey and I accept the Property subject to any matters shown on said survey and agree to hold harmless Underwriter and Agent from any and all costs, damages and expenses in any way arising from such matters.



BUYER'S RECEIPT AND CONFIRMATION

(Continued)

10. If no survey or surveyor's plat was received, I confirm that I did not request or require a survey.

Other representations:

11. Anyone concerned may rely on these statements.

12. I agree to indemnify and hold Fidelity National Title Insurance Company, Underwriter and its Agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

BY:

Tom Hayden Jimmy Statharas
Mayor Town Manager

State of

TEXAS

of

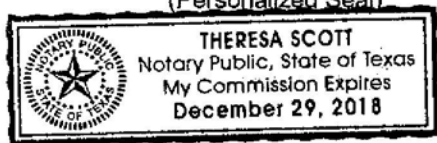
This instrument was acknowledged

before me on

December 31, 2015 by

JIMMY STATHARAS

(Personalized Seal)



Theresa Scott
Notary Public for the State of _____
My Commission Expires: _____



TAX AGREEMENT

Date: December 31, 2015
GF#: LT-2066-2000661501029
Property: ,Flower Mound, TX

We, the undersigned, hereby acknowledge that the tax prorations on the above captioned file were based on the most accurate information available at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Lawyers Title Company, upon notification.

Purchaser recognizes their responsibility for current year taxes. Further, purchaser agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

The Appraisal District assesses property values for the current year as of the beginning of the year. Seller(s) assume no responsibility for the assessed value for the current year. It is the purchaser(s) responsibility, should they so desire, to protest such assessed value if the allowed time for such protests have not expired.

It is hereby agreed between the parties that should the actual taxes for the current year differ, all adjustments will be handled directly between the Seller(s) and Purchaser(s).

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (i) the tax information obtained by Lawyers Title Company was procured only for the benefit of Lawyers Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Lawyers Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Lawyers Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Lawyers Title Company shall not be held responsible for such tax prorations in any event.

SELLER(S)

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: _____
Curtis Grant, Chief Executive Officer & President

PURCHASER(S)

Town of Flower Mound

BY: gms
Jimmy Stathatos, Town Manager

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

SPECIAL GENERAL WARRANTY DEED
(Cash)

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Town of Flower Mound, herein referred to as "Grantee," whether one or more, the real property described as follows:

See Exhibit "A" attached.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of DENTON County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this date: December 31, 2015

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: 

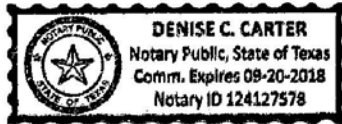
Stanley C. Grant, Chief Executive Officer & President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged before me on 1-4-16, by Stanley C. Grant, Chief Executive Officer & President of Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development.




Notary Name:
State of:
County of:
Expires:

Grantee's Address:

2121 Cross Timbers Road, Flower Mound, TX 75028

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, and being part of Lot 1X, and all of Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof record under Document Number 2015-403, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for corner being the southeast corner of said Lot 4 and being the northeast corner of Lot 5, Block A of said Liberty Park, same point being in the west right-of-way line of Liberty Court;

THENCE North 88 degrees 17 minutes 41 seconds West, passing at 164.76 feet a 1/2 inch iron rod with yellow cap stamped (ASC) found for corner being the northwest corner of said Lot 5, continuing on for a total distance of 193.32 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the west line of said Lot 1X and the east right-of-way line of Flower Mound Road, same point being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said east right-of-way, with said curve to the left, through a central angle of 02 degrees 01 minutes 11 seconds, whose chord bears North 01 degrees 44 minutes 06 seconds West at 195.45 feet, an arc length of 195.45 feet to an "X" cut found in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the southeast line of said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being in the south right-of-way line of Quail Run Drive;

THENCE South 88 degrees 17 minutes 41 seconds East, with said south right-of-way line of Quail Run Drive, a distance of 170.90 feet to an "X" cut found in concrete for corner being the northwest corner of a corner clip;

THENCE South 43 degrees 00 minutes 08 seconds East, with the southwest line of said corner clip, a distance of 28.14 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the southeast corner of said corner clip, same point being in the west right-of-way line of said Liberty Court;

THENCE South 02 degrees 17 minutes 25 seconds West, with said west right-of-way line of said Liberty Court, a distance of 79.77 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the right having a radius of 475.00 feet;

THENCE with said west right-of-way and with said curve to the right, through a central angle of 08 degrees 51 minutes 36 seconds, whose chord bears South 06 degrees 43 minutes 13 seconds West at 73.38 feet, an arc

EXHIBIT A
(Continued)

length of 73.45 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the left, having a radius of 525.00 feet;

THENCE with said west right-of-way line and with said curve to the right, through a central angle of 05 degrees 43 minutes 50 seconds, whose chord bears South 08 degrees 17 minutes 05 seconds West at 52.49 feet, an arc length of 52.51 feet to the **POINT OF BEGINNING** and containing 1.066 acres of land, more or less.



**THE SETTLE FIRM, INC., a
Texas professional corporation
ATTORNEYS AND COUNSELORS**

4131 N. Central Expressway, Suite 450
Dallas, TEXAS 75204
214/526-1706
FACSIMILE: 214/526-4145

TO: Town of Flower Mound

SELLER: Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

RE: Preparation of Legal Documents for loan

PROPERTY: See Exhibit "A" attached.

DATE: _____

ATTORNEY REPRESENTATION AND FEE LETTER

Legal instruments involved in the above-referenced loan and real property transaction have been prepared for the LENDER by THE SETTLE FIRM, INC. As part of the obligation of the undersigned to pay the reasonable expenses of the LENDER in connection with the preparation of the aforementioned legal documents, the undersigned herewith agrees to pay, at closing, the legal fees charged by THE SETTLE FIRM, INC. in connection with the preparation of the said legal instruments. The undersigned acknowledge that THE SETTLE FIRM, INC. has acted only as counsel to LENDER, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to the loan or the real property described above, or with respect to any of the documents or instruments being executed in connection therewith. The undersigned have been and are hereby advised to obtain counsel of their own choice to represent them in this transaction.

INVOICE

Document preparation, courier in connection with the above legal instruments \$175.00

The amount of the above-referenced invoice should be collected from the Borrower at closing, and a check made payable to "THE SETTLE FIRM, INC." should be returned directly to the above address in the pre-addressed, stamped envelope along with the original of this document.

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: 
Curtis Grant, Chief Executive Officer & President

Town of Flower Mound

BY: _____
Jimmy Stathatos, Town Manager

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, and being part of Lot 1X, and all of Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof record under Document Number 2015-403, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for corner being the southeast corner of said Lot 4 and being the northeast corner of Lot 5, Block A of said Liberty Park, same point being in the west right-of-way line of Liberty Court;

THENCE North 88 degrees 17 minutes 41 seconds West, passing at 164.76 feet a 1/2 inch iron rod with yellow cap stamped (ASC) found for corner being the northwest corner of said Lot 5, continuing on for a total distance of 193.32 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the west line of said Lot 1X and the east right-of-way line of Flower Mound Road, same point being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said east right-of-way, with said curve to the left, through a central angle of 02 degrees 01 minutes 11 seconds, whose chord bears North 01 degrees 44 minutes 06 seconds West at 195.45 feet, an arc length of 195.45 feet to an "X" cut found in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the southeast line of said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being in the south right-of-way line of Quail Run Drive;

THENCE South 88 degrees 17 minutes 41 seconds East, with said south right-of-way line of Quail Run Drive, a distance of 170.90 feet to an "X" cut found in concrete for corner being the northwest corner of a corner clip;

THENCE South 43 degrees 00 minutes 08 seconds East, with the southwest line of said corner clip, a distance of 28.14 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the southeast corner of said corner clip, same point being in the west right-of-way line of said Liberty Court;

THENCE South 02 degrees 17 minutes 25 seconds West, with said west right-of-way line of said Liberty Court, a distance of 79.77 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the right having a radius of 475.00 feet;

THENCE with said west right-of-way and with said curve to the right, through a central angle of 08 degrees 51 minutes 36 seconds, whose chord bears South 06 degrees 43 minutes 13 seconds West at 73.38 feet, an arc

EXHIBIT A
(Continued)

length of 73.45 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the left, having a radius of 525.00 feet;

THENCE with said west right-of-way line and with said curve to the right, through a central angle of 05 degrees 43 minutes 50 seconds, whose chord bears South 08 degrees 17 minutes 05 seconds West at 52.49 feet, an arc length of 52.51 feet to the **POINT OF BEGINNING** and containing 1.066 acres of land, more or less.



TAX AGREEMENT

Date: December 31, 2015
GF#: LT-2066-2000661501029
Property: , Flower Mound, TX

We, the undersigned, hereby acknowledge that the tax prorations on the above captioned file were based on the most accurate information available at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Lawyers Title Company, upon notification.

Purchaser recognizes their responsibility for current year taxes. Further, purchaser agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

The Appraisal District assesses property values for the current year as of the beginning of the year. Seller(s) assume no responsibility for the assessed value for the current year. It is the purchaser(s) responsibility, should they so desire, to protest such assessed value if the allowed time for such protests have not expired.

It is hereby agreed between the parties that should the actual taxes for the current year differ, all adjustments will be handled directly between the Seller(s) and Purchaser(s).

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (i) the tax information obtained by Lawyers Title Company was procured only for the benefit of Lawyers Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Lawyers Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Lawyers Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Lawyers Title Company shall not be held responsible for such tax prorations in any event.

SELLER(S)

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: 

Stanley C. Grant, Chief Executive Officer & President

PURCHASER(S)

Town of Flower Mound

BY: _____

Jimmy Stathatos, Town Manager



WAIVER OF SETTLEMENT AGENT RESPONSIBILITY

Kim Hill, Escrow Officer
Lawyers Title Company
3360 Long Prairie Road, Suite 200
Flower Mound, TX 75022
Phone: (972)221-3521 Fax: (972)355-0151

Date: December 30, 2015
GF#: LT-2066-2000661501029
Seller(s): Grant and Elms Companies, LLC a Texas
limited liability company d/b/a Vaquero
Development
Borrower(s): Town of Flower Mound

Settlement Agent/Escrow Holder/Closing Agent is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

PURCHASER(S):

Town of Flower Mound

BY:

Jimmy Stathatos, Town Manager

12-31-15
Date



The undersigned have received and reviewed a copy of this survey

BEING all that certain *Yoe, Yner* or parcel of land situated in the William Gibson Survey, Aftonian Number 161, and being part of lot 1X, and all of lots 2, 3, and 4, Block A of Liberty 2nd, as adding to the Town of Bloomers Mead, Decatur County, Texas, according to the Plat thereof record under Document Number 2015-403, Pine Grove, Decatur County, Texas, and being more particularly identified as follows:

BIGWINGS took its 12th place out with pilot's eye-straining "X-NTREK".
SUNSHINE'S COOL AN' HOT, finished for coasting being the southern center
of peak, at a scalding high the midland center of Le-5. Thick A of said Liberty
Peak, same point being in the west right-of-way line of Liberty Court.

THENCE, with said east right-of-way, with said curve to the S₈₀, through a central angle of 02 degrees 01 minutes 11 seconds, whose chord bears North 01 degrees 44 minutes 06 seconds West at 195.45 feet, an arc length of 195.45 feet to an "X" cut found in concrete for the southwest corner of a donor strip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the end-of-catch line of said corner clip, a distance of 69.69 feet to a 1/2 inch iron rod with yellow cap, atstayed "VASC" found for corner being in the south right-of-way line of Quail Run Drive;

THEY'RE South 88 degrees 17 minutes 41 seconds East, with a slant range-of-way line of Quail Run Drive, a distance of 170.50 feet to an "X" call found in concrete for corner being the northwest corner of a corner strip.

of said second clip, a distance of 28.14 feet to a 1/2 inch iron rod with yellow cap stamped "ASTC" found for corner being the southwest corner of said corner clip, same point being in the west right-of-way line of said Liberty Street.

right-of-way line of said Liberty Court, a distance of 79.77 feet to a 1.62 inch iron rod with yellow cray stamped "A/C" found for center being the beginning of a curve to the right having a radius of 475.00 feet;

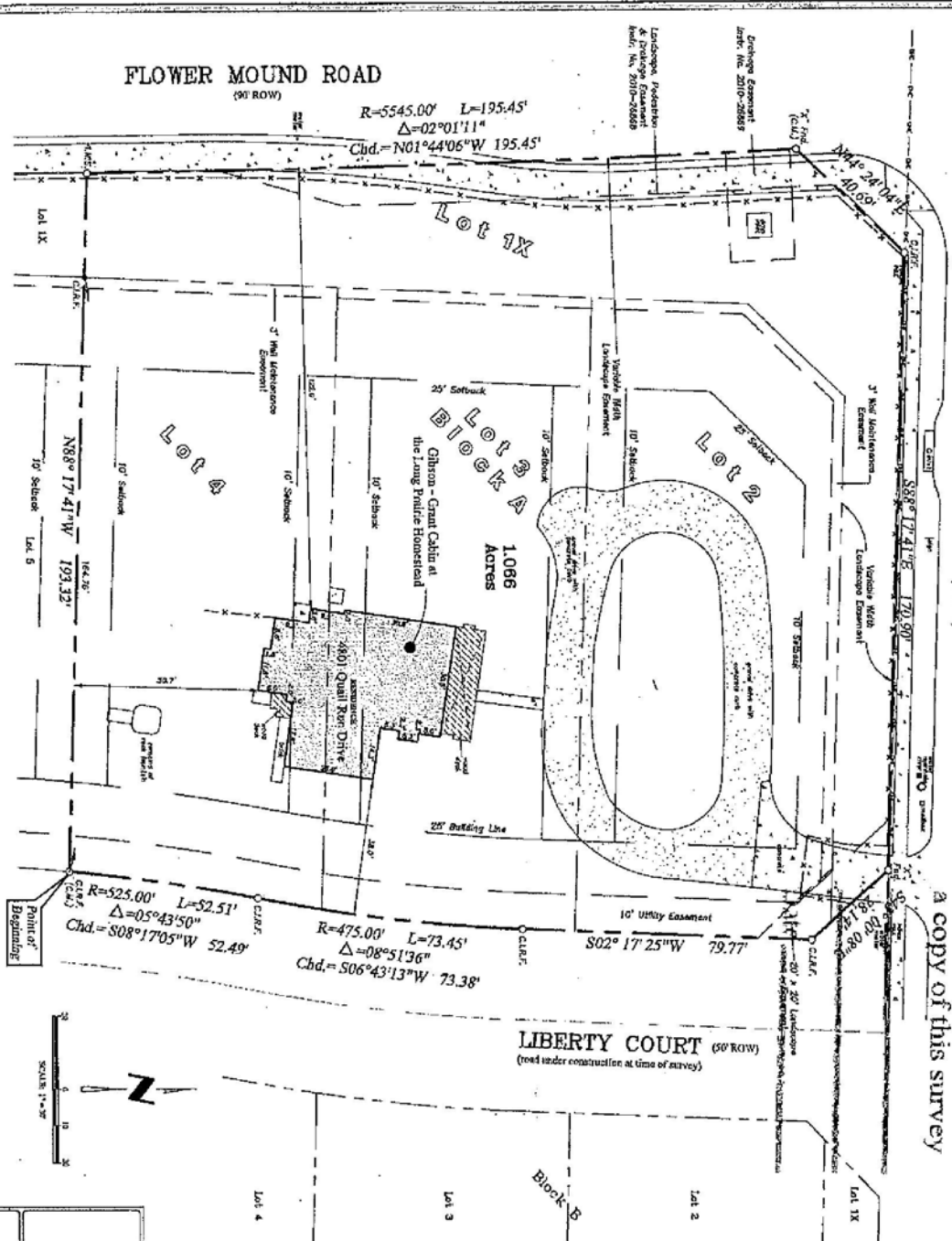
central angle of 68 degrees 51 minutes. At 100,000, where the stars began on degree 43 minutes 13 seconds West at 73.58 feet, an arc length of 73.45 feet to a 1/2 inch from top with yellow cap stamped "A5C" found for corner being the beginning of a curve to the left, having a radius of 525,00 feet;

through a central angle of 05 degrees 43 minutes 50 seconds, whose chord bore South 08 degrees 17 minutes 05 seconds West at 52.49 feet, an arc length of 53.51 feet to the POINT OF BEGINNING and containing 1,066 acres of land, more or less.

BOUNDARY SURVEY
1.066 Acres
Part of T 1 N and all of R 1 W 3 & 4

Block A, or Liberty Park,
Town of Flower Mound,
Denton County, Texas

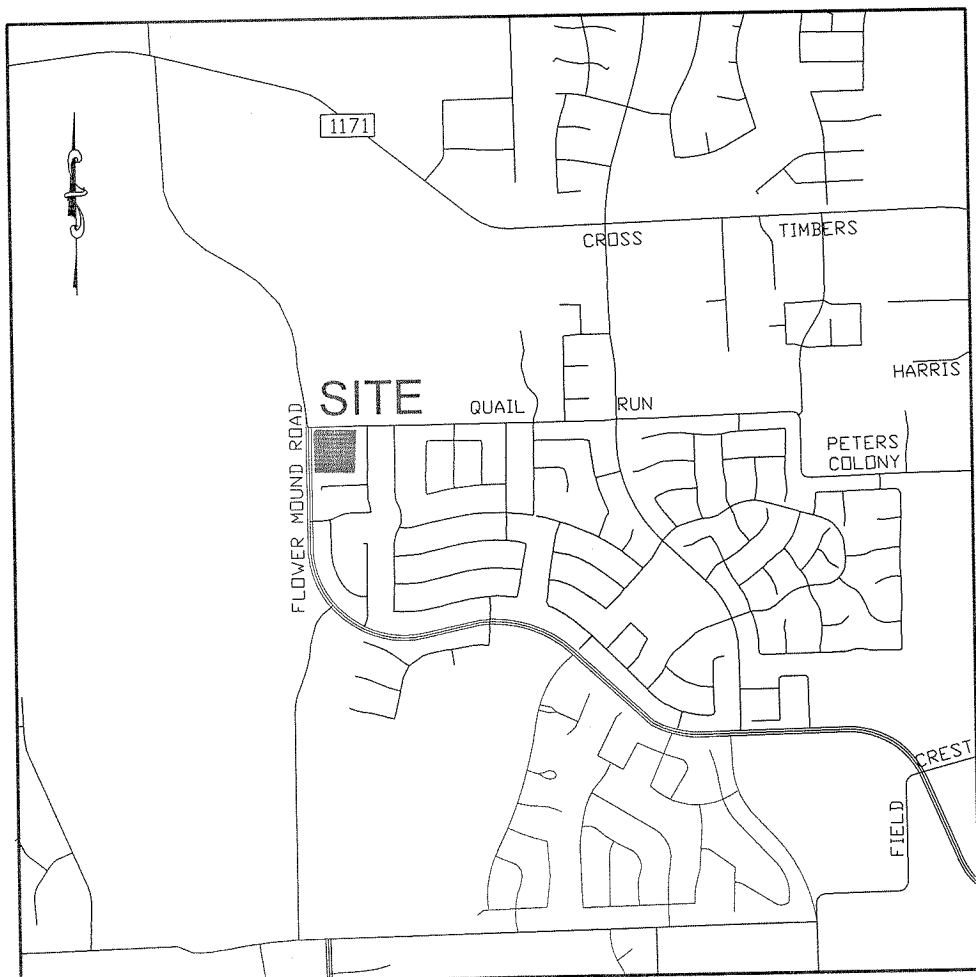
 Arthur Surveying Co.
Professional Land Surveyors
220 Elm St., #101 - Lockville, TX 75087
Ph. 972.21.9499 - FTelex 10061808
aish@surying.com Eudisairc 1566



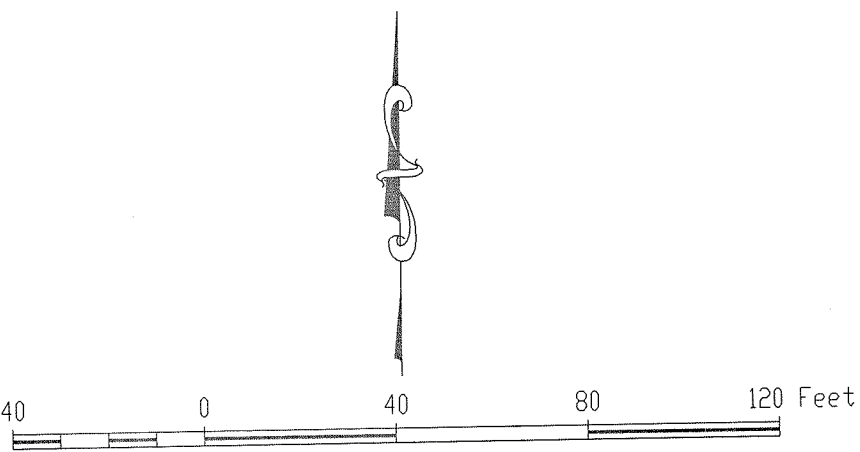
G. LEWIS & LINC
CATHY MILLER TEAM
2500 Lindero Road, Suite 200, San Jose
Phone: 408.733.7000
Fax: 408.733.0824
cathy@lewisandlinc.com

[illegible]

1. Briefed document provided in Volume 102, Page 9 submitted for review.
2. Document accepted in Volume 102, Page 117 is accepted as a valid problem and conflict-free based.



VICINITY MAP : 1" = 2000'



Lot and Block Analysis			
Lot	Block	Square Feet	Acreage
1X	A	16,102	0.370
2	A	11,909	0.273
3	A	12,223	0.281
4	A	11,764	0.270
5	A	11,519	0.264
6	A	11,073	0.254
7	A	11,386	0.261
1X	B	2,385	0.055
2	B	12,240	0.281
3	B	12,304	0.282
4	B	12,765	0.293
5	B	13,054	0.300
6	B	11,541	0.265
7	B	10,623	0.165
Lot and Block Summary (Excluding X Lots)			
Smallest		10,623 Sq.Ft.	0.165 Acres
Largest		13,054 Sq.Ft.	0.300 Acres
Average		11,867 Sq.Ft.	0.266 Acres
Total Lots (excluding X Lots)		12	

NOTES

- It is my opinion that the property described hereon is not within the 100-year flood zone area according to the Federal Emergency Flood Insurance Rate Map Community-Panel No. 480777 0540 G, present effective date of map April 18, 2011, herein property is situated within Zone X (unshaded).
- All iron rods found are 1/2 inch unless otherwise noted. All iron rods set are 1/2 inch with a yellow cap stamped "Arthur Surveying Company".
- Bearings shown are based on the west line of Wellington Estates Phase 3, recorded in Cabinet U, Page 716, Plat Records, Denton County, Texas.
- Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
- No concentrated drainage shall be directed at downstream lots.
- Pursuant to the Ordinance No. 36-92 of the Town of Flower Mound, Texas, a mandatory Homeowner's Association shall be established and created to assume and be responsible for the continuous and perpetual operation maintenance and/or supervision of drainage easements, landscaping systems or their physical facilities of ground held in common and necessary or desirable for the welfare of the area of subdivision or that are of common use or benefit. Said mandatory Homeowner's Association shall be responsible for the continuous and perpetual operation maintenance and/or supervision of the landscape systems, features or elements located in parkway common area, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways.
- All X lots are unbuildable and shall be dedicated to and maintained by the HOA. X lots shall be considered landscape buffers.
- Flood Zone Analysis - not required.
- Environmental Protection Plan - not required.
- A/C pads and mechanical equipment shall not be permitted to be located within sanitary sewer, water, drainage or utility easements.

DRAINAGE EASEMENT NOTES

- Upkeep and maintenance of the Private Drainage Easement is the responsibility of the HOA.
- Upkeep and maintenance shall include but not limited to the following items:
 - The grass and ground cover shall be kept to a height required by Town ordinance.
 - The detention facility shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
 - Accumulated sediment shall be removed from the facility as required to ensure that there is no reduction in function or detention capacity.
 - All electrical and mechanical systems associated with the retention function of this facility shall be kept in working order at all times.
- No dumping of any type is permitted within the easement area.

LEGEND:

FND - FOUND
ROW - RIGHT-OF-WAY
CM - CONTROL MONUMENT
ASC - ARTHUR SURVEYING COMPANY
IRF - IRON ROD FOUND
IRS - IRON ROD SET
BL - BUILDING LINE
PDE - PRIVATE DRAINAGE EASEMENT
DE - DRAINAGE EASEMENT
WE - WATER EASEMENT
SSE - SANITARY SEWER EASEMENT
LE - LANDSCAPE EASEMENT
WME - WALL MAINTENANCE EASEMENT

FLOWER MOUND ROAD
(90' ROW)

N01°13'24"E
30.01'

Point of Beginning

Drainage Easement
Instr. No. 2010-26869

Landscape, Pedestrian
& Drainage Easement
Instr. No. 2010-26868

QUAIL RUN DRIVE
(60' ROW)

LIBERTY COURT
(50' ROW)

Christopher Court
(50' ROW)

Jennifer Drive
(50' ROW)

DEVELOPER / APPLICANT

VAQUERO DEVELOPMENT
P.O. Box 270442
Flower Mound, TX 75027-0422
Phone: (972)-679-8600
Contact: Curtis Grant

Ridinger Associates, Inc.
Civil Engineers - Planners
Firm No. 1859
550 S. Edwards Lane, Suite 101
Lewisville, Texas 75067
Tel. No. (972) 353-8000
Fax No. (972) 353-8011

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9439 ~ Fax (972) 221-4675
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75067 ~ TERN No: 10063800
Established 1986
www.arthursurveying.com

DRAWN BY: Jav/JK DATE: 11/24/14 SCALE: 1"=40' CHECKED BY: DLA ASC NO.: 1406310-5

State of Texas § Owner's Certificate and Dedication

County of Denton §
WHEREAS GRANT & ELMS COMPANIES, LLC is the owner of all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, in the Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to Grant & Elms Companies, LLC, recorded under Instrument Number 2015-21068, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) set for the southwest corner of said Grant & Elms tract, being the most westerly northwest corner of Wellington Estates Phase 3, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet U, Page 716, Plat Records of Denton County, Texas, same point being in the east right-of-way (R.O.W.) line of Flower Mound Road;

THENCE North 01 degrees 13 minutes 24 seconds East, with the east line of said Flower Mound Road, a distance of 30.01 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said curve to the left and continuing with the east line of said Flower Mound Road, through a central angle of 03 degrees 57 minutes 44 seconds, whose chord bears North 00 degrees 45 minutes 50 seconds West at 383.38 feet, an arc length of 383.46 feet to a "X" cut in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the southeast line of said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being the most northerly northwest corner of said Wellington Estates;

THENCE South 88 degrees 17 minutes 41 seconds East, with the south line of said Quail Run Drive, a distance of 415.92 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being the most northerly northwest corner of said Wellington Estates;

THENCE South 02 degrees 17 minutes 25 seconds West, with a west line of said Wellington Estates, a distance of 434.32 feet to a 1/2 inch iron rod found for corner being an inner ell corner of said Wellington Estates;

THENCE North 89 degrees 28 minutes 06 seconds West, with a north line of said Wellington Estates, a distance of 422.40 feet to the **POINT OF BEGINNING** and containing 4.332 acres of land, more or less.

And, therefore, know all men by these presents:

THAT GRANT & ELMS COMPANIES, LLC, by and through its duly authorized officers, do hereby adopt this plat designated herein as **Liberty Park**, an addition to the Town of Flower Mound, Denton County, Texas. The easements shown hereon are hereby reserved for the purposes as indicated.

The easements shown hereon are hereby reserved for the purposes as indicated. All rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. Lots 1X, Block A, and 1X, Block B are hereby dedicated in fee simple to the Home Owners Association for maintenance purposes and common areas. Private Drainage Easements are dedicated to the Home Owners Association for all maintenance purposes. All streets, alleys, and common areas shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS my hand this the 21st day of August, 2015

GRANT & ELMS COMPANIES, LLC, a Texas limited liability company d/b/a Vaquero Development

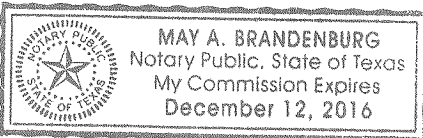
By: Curtis Grant

State of Texas §
County of Denton §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 21st day of August, 2015.

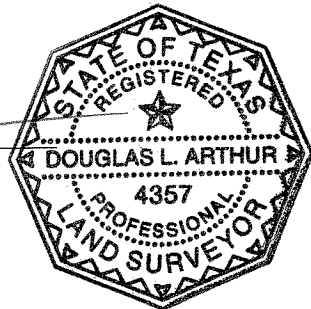
Mark A. Brandenburg
Notary Public in and for the State of Texas



State of Texas §
County of Denton §

THIS is to certify that I, Douglas L. Arthur, a Registered Professional Land Surveyor for the State of Texas, have platted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my supervision.

Douglas L. Arthur
Douglas L. Arthur, R.P.L.S.
No. 4357



APPROVED:

**TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION**

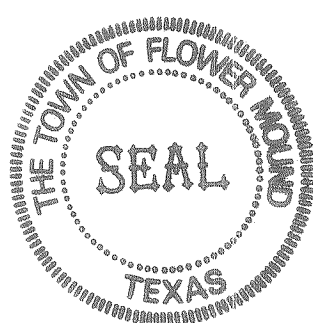
Claudio Forest
Claudio Forest, Chairman
Planning and Zoning Commission

Doug Powell
Doug Powell, Executive Director of
Development Services

October 15, 2015.
Date

**SIGNED AND SEALED:
TOWN OF FLOWER MOUND**

Theresa Scott
Theresa Scott, Town Secretary
Town of Flower Mound



RECORD PLAT of LIBERTY PARK

Lots 1X, 2-7, Block A
Lots 1X, 2-7, Block B
being 4.332 acres out of the

William Gibson Survey, Abstract Number 461
Town of Flower Mound, Denton County, Texas

- 2015 -

FOR DENTON COUNTY USE ONLY

Filed for Record
in the official records of:
Denton County

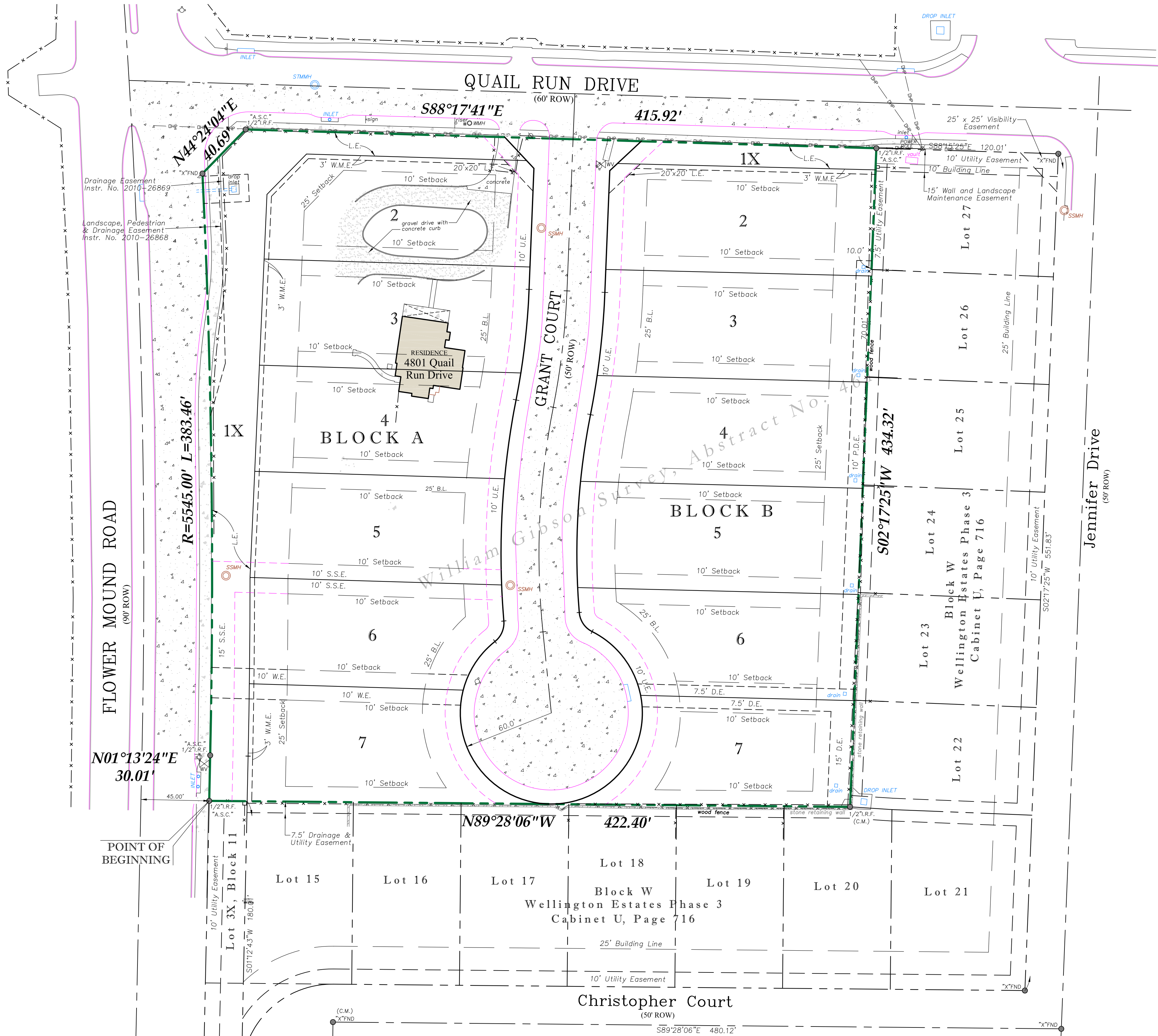
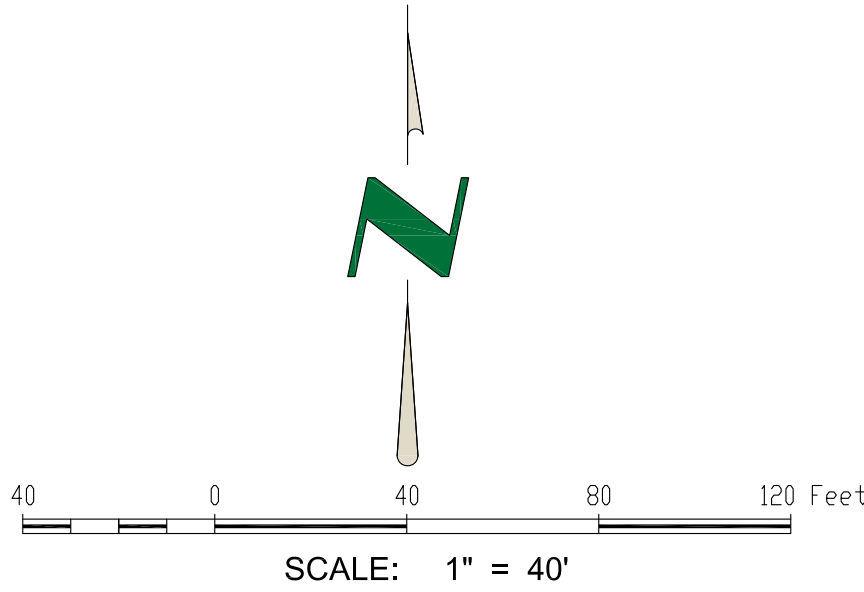
On: Oct 16, 2015 at 03:26P

As a
Plat Records

LIBERTY PARK
Doc Number: 2015-
No of Pages: 1
Amount: 50.00

Receipt Number - 1350240
By:
Joy Robinson

FOR DENTON COUNTY USE ONLY



LEGEND

C.M.	CONTROLLING MONUMENT
I.R.F.	IRON ROD FOUND
I.R.S.	IRON ROD SET
X	CUT X IN CONCRETE
X	FENCE
///	ASPHALT
WMH	WATER MANHOLE
SIGN	SIGN
GWS	GAS WARNING SIGN
PO	POWER POLE
LP	LIGHT POLE
WV	WATER VALVE
SC	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
STMH	STORM SEWER MANHOLE
FD	FIRE HYDRANT
WM	WATER METER
GM	GAS METER
EM	ELECTRIC METER
UCM	UNDERGROUND CABLE MARKER
OP	OVERHEAD POWER LINE
ICV	IRRIGATION CONTROL VALVE

NOTES

- The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- All iron rods found are 1/2 inch unless otherwise noted. All iron rods set are 1/2 inch with a yellow cap stamped "Arthur Surveying Company".
- Bearings shown are based on Libery Park, recorded under Doc. No. 2015-403, Plat Records, Denton County, Texas.

EXHIBIT
LIBERTY PARK
4.332 Acres out of the
William Gibson Survey, Abstract Number 461
Town of Flower Mound, Denton County, Texas

DRAWN BY: Jav DATE: 09/01/16 SCALE: 1"= 40' CHECKED BY: DLA ASC NO.: 1406310-7

Arthur Surveying Co., Inc.
Professional Land Surveyors
(972) 221-9439 ~ Fax (972) 221-4675
220 Elm Street, Suite 200 ~ P.O. Box 54
Lewisville, Texas 75067 ~ TFFN No: 10063800
Established 1986
www.artursurveying.com

FLOOD NOTE: It is my opinion that the property described hereon is not within the 100-year flood zone area according to the Federal Emergency Management Agency Flood Insurance Rate Map Community-Panel No. 480777 0540 G, present effective date of map, April 18, 2011, herein property situated within Zone "X" (Unshaded).

LEGAL DESCRIPTION:
4.332 ACRES

BEING all of that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, in the Town of Flower Mound, Denton County, Texas, and being Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded under Document Number 2015-403 of the Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for the southwest corner of said Liberty Park, being the most westerly northwest corner of Wellington Estates Phase 3, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet U, Page 716, Plat Records of Denton County, Texas, same point being in the east right-of-way (R.O.W.) line of Flower Mound Road;

THENCE North 01 degrees 13 minutes 24 seconds East, with the east line of said Flower Mound Road, a distance of 30.01 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said curve to the left and continuing with the east line of said Flower Mound Road, through a central angle of 03 degrees 57 minutes 44 seconds, whose chord bears North 00 degrees 45 minutes 50 seconds West at 383.38 feet, an arc length of 383.46 feet to a "X" cut found in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being in the south R.O.W. line of Quail Run Drive, being the northeast corner of said corner clip;

THENCE South 88 degrees 17 minutes 41 seconds East, with the south line of said Quail Run Drive, a distance of 415.92 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the most northerly northwest corner of said Wellington Estates;

THENCE South 02 degrees 17 minutes 25 seconds West, with a west line of said Wellington Estates, a distance of 434.32 feet to a 1/2 inch iron rod found for corner being an inner ell corner of said Wellington Estates;

THENCE North 89 degrees 28 minutes 06 seconds West, with a north line of said Wellington Estates, a distance of 422.40 feet to the **POINT OF BEGINNING** and containing 4.332 acres of land, more or less, and being subject to any and all easements that may affect.



VACATION OF SUBDIVISION PLAT

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON }

We the undersigned, being the owners of all the lots located within the LIBERTY PARK Subdivision, the Town of Flower Mound, Denton County, Texas, and being recorded in Volume/ Cabinet 2015, Page 403 of the Map and Plat Records of Denton County, Texas, on the 16th Day of October, 2015, to which reference is here made, desiring to vacate the Plat of said Subdivision, do hereby declare the same to be vacated, and said Plat of said Subdivision shall no longer be of any force and effect after vacating of said Plat has been approved by the Town of Flower Mound, Texas.

EXECUTED this the 1st Day of
September, 2016.

EXECUTED this the 13th Day of
September, 2016.

Jimmy Stathatos, Town Manager,
Town of Flower Mound, Texas

Curtis Grant

STATE OF TEXAS }

STATE OF TEXAS }

BEFORE ME, the undersigned, a Notary Public in and for said State of Texas, on this day personally appeared

JIMMY STATHATOS

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

BEFORE ME, the undersigned, a Notary Public in and for said State of Texas, on this day personally appeared

Curtis Grant

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 1st day of
September, 2016.

Notary Public

My Commission expires:

22 May 2017

Town of Flower Mound, TEXAS

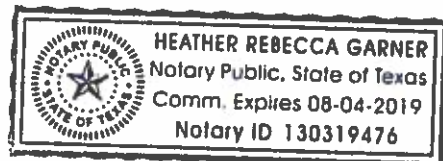
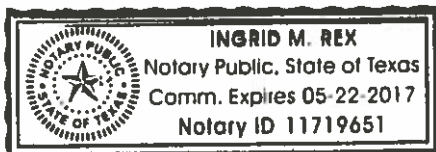
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of
September, 2016.

Notary Public

My Commission expires:

8 August 2019

Town of Flower Mound, TEXAS





The vacation of the above referred to Subdivision Plat was approved by the Town of Flower Mound, Texas, on the _____ day of _____, _____.

TOWN OF FLOWER MOUND PLANNING AND ZONING COMMISSION

Claudio Forest, Chairman
Planning and Zoning Commission

Doug Powell, Executive Director
Development Services

_____, 20_____
Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound, Texas

_____, 20_____



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 3

DATE: October 24, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Record Plat (RC16-0018 - Liberty Park) to create a residential subdivision. The property is generally located south of Quail Run Drive and east of Flower Mound Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

The project has a companion application, Plat Vacation VP14-0002, for consideration on the same agenda. Approval of this record plat request is contingent upon approval of the plat vacation.

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

The purpose of the application is to obtain approval for a record plat consisting of nine buildable, single-family lots with a minimum lot size of 10,000 square feet on 3.26 acres of land and one Town owned property consisting of 1.03 acres. The proposed development meets all of the Single-Family District-10 (SF-10) standards. The plat depicts necessary buffers, setbacks, easements and right-of-way dedication. Access to the subdivision will be from Quail Run Road.

On August 10, 2015, the Planning and Zoning Commission approved a Record Plat for 12 residential lots (RC15-0005). However, since the approval, the developer discovered a mid-1800s log cabin located within the Liberty Park subdivision last year. The Town purchased approximately 1.066 acres of land (approximately three lots) on which the log cabin was located from the developer of Liberty Park. Per the contract of sale, the Town is responsible for replatting the property to remove the 1.066 acres of land from the Liberty Park development. Due to the change in lot layout and associated modifications, the Town is bringing forward a vacated plat application and a new record plat (RC16-0018) application.

Upon the approval of the record plat, the developer will be required to submit revised construction plans and amended landscape plans for the proposed residential lot configuration.

III. ATTACHMENTS

A. Background Information

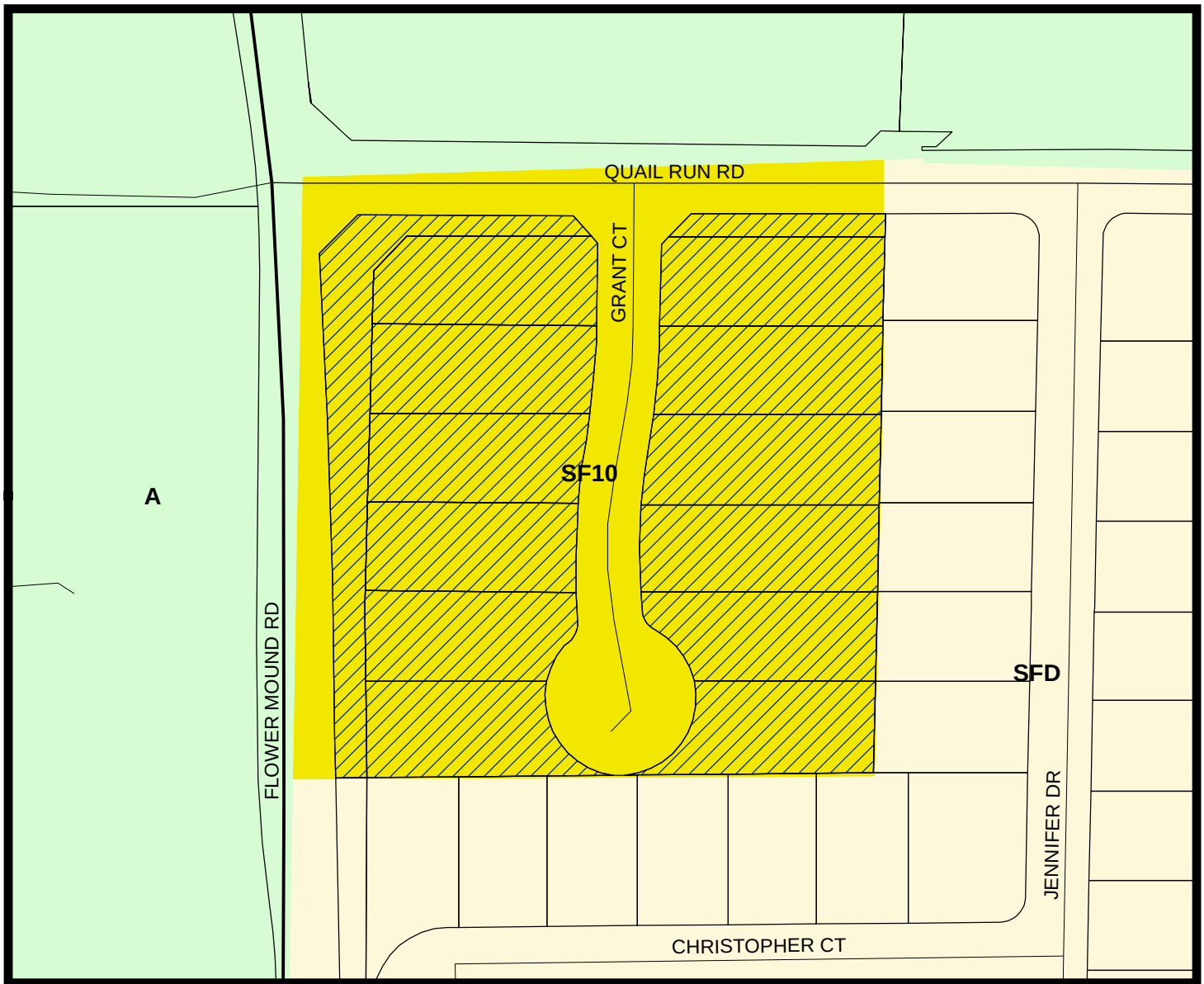
1. Vicinity Map
2. Letter of Intent
3. Contract of Sale

B. Application Details

1. Record Plat Package

Vicinity Map

Reference Project: VP16-0001 & RC16-0018



LEGEND



Agriculture



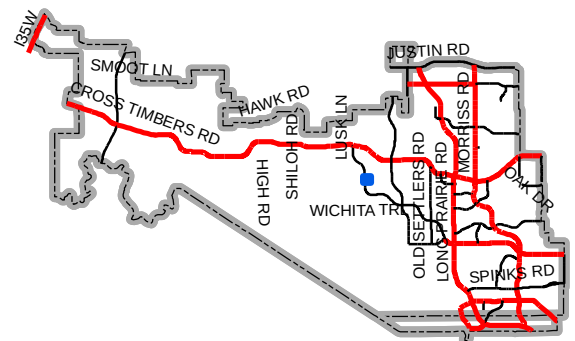
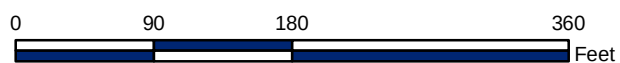
Single Family Density



Single Family 10



Subject Property



Map Location



DEVELOPMENT SERVICES

October 12, 2016

Re: Vacated Plat and Record Plat for Liberty Park

Planning and Zoning Commission,

On August 10, 2015, the Planning and Zoning Commission approved a record plat for Liberty Park to create 12 buildable, single-family residential lots. Following the discovery of a mid-1800s log cabin located within the Liberty Park subdivision last year, the Town purchased 1.066 acres of land (approximately three lots) on which the log cabin was located from the developer of Liberty Park.

Per the purchase agreement, the Town is responsible for replatting the property to remove the 1.066 acres of land from the Liberty Park development. The proposal is to vacate the current record plat for Liberty Park and create a new record plat depicting the Town owned property and revised boundary for the Liberty Park subdivision.

Poornima Srinarasi
Senior Planner
Town of Flower Mound

CONTRACT OF SALE

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS CONTRACT OF SALE ("Contract") is made by and between GRANT AND ELMS COMPANIES, LLC, a Texas limited liability company d/b/a VAQUERO DEVELOPMENT ("Seller"), and the Town of Flower Mound, Texas, a home rule municipal corporation located in Denton County, Texas ("Purchaser") to be effective on the Effective Date as specified below. For convenience, Seller and Purchaser may be referred to hereinafter collectively as "Parties" or individually as a "Party."

ARTICLE I **PURCHASE AND SALE**

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for certain real property and any improvements situated in Denton County, Texas, described by lot and block on Exhibit "A", which is attached hereto and incorporated herein for all purposes (referred to herein as the "Property"), for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II **PURCHASE PRICE**

The purchase price for the Property shall be Four Hundred Fifty Thousand and NO/100 Dollars (\$450,000.00) ("Purchase Price") to be paid by Purchaser to Seller in good and final funds at Closing.

ARTICLE III **EARNEST MONEY**

Purchaser shall within seven (7) days of execution of this Contract deposit Five Thousand and NO/100 Dollars (\$5,000.00) ("Earnest Money") with Lawyers Title, 3360 Long Prairie Road, Suite 200, Flower Mound, Texas 75022 ("Title Company"). Failure to timely deposit the Earnest Money shall terminate this Contract immediately. The Earnest Money shall be credited towards the Purchase Price at Closing. The Parties agree that should this Contract not close for any reason, other than a breach of this Contract by Purchaser, the Earnest Money shall be refunded to Purchaser.

ARTICLE IV **SELLER'S RIGHTS AND OBLIGATIONS**

4.01. Demolition Services. Seller agrees to provide demolition services on the Property and Donated Property for the chainlink fence, the "trash" trees, the dead trees, the concrete pads and supports for prior storage sheds, the concrete drive pad, the concrete carport pad and several concrete sidewalks. The Donated Property is described in Exhibit "B", which is attached hereto and incorporated herein for all purposes. Seller also agrees to provide demolition services to

CONTRACT OF SALE

PAGE 1 OF 9

W:\Flower Mound\Real Property\Vaquero Development Purchase\Contract of Sale.003.docx

remove portions of the cabin on the west and east sides which are located on the Donated Property described in Exhibit "B".

4.02. Protective Coverings. Seller agrees to provide protective covering over the exposed portions of the cabin located on the Donated Property described in Exhibit "B" to protect it from the natural elements within twenty-four (24) hours after Seller has demolished the non-essential portions of the cabin. The protective covering shall be of a type and quality that it will protect the structure from all natural elements, and it must be approved by Purchaser. Purchaser acknowledges that the protective covering required by this paragraph has been put in place and meets the approval of Purchaser.

4.03. Property Recovery. Seller has the right to possession and ownership of any tangible items that have a monetary value, such as a currency or a valuable metal, i.e., gold, found on, or recovered from, the Property and Donated Property. Purchaser has the right to possession and ownership of any tangible items that have any historical value found on, or recovered from, the Property and Donated Property. This paragraph survives Closing.

4.05. Donation. In addition to the purchase and sale of the Property described in Article I of this Contract, Seller or its assign also agrees to donate and convey to Purchaser certain real property and improvements situated in Denton County, Texas, described by lot and block on Exhibit "B", which is attached hereto and incorporated herein for all purposes (referred to herein as the "Donated Property"). Purchaser agrees to obtain an appraisal for the Donated Property, at Purchaser's sole cost and expense, and provide said appraisal to Seller no later than 60 days after the Closing Date, which is defined herein.

ARTICLE V

PURCHASER'S RIGHTS AND OBLIGATIONS

5.01 Title Policy. The rights and obligations of Purchaser hereunder to consummate the transaction contemplated hereby are subject to the ability of Purchaser to obtain a satisfactory Texas Owner's Policy of Title Insurance from the Title Company under the following conditions, any of which may be waived in whole or in part by Purchaser at or prior to the Closing. Within thirty (30) days after the Effective Date of this Contract, Purchaser, at Purchaser's sole cost and expense, shall have the Title Company issue a preliminary title commitment covering the Property and Donated Property ("Title Commitment") accompanied by copies of all recorded documents relating to easements, rights-of-way, liens, etc., affecting the Property and Donated Property. The Title Commitment shall bind the Title Company to issue a Texas Owner's Policy of Title Insurance at the Closing on the standard form of policy prescribed by the Texas Department of Insurance. Purchaser shall give Seller written notice on or before the expiration of twenty (20) days after Purchaser receives the Title Commitment that the condition of title as set forth in the Title Commitment is or is not satisfactory, and in the event Purchaser states that any conditions or exceptions to title are not satisfactory, Seller shall promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Purchaser. In the event Seller chooses not to or is unable to comply with Purchaser's written notice within twenty (20) days after receipt of such notice, this Contract may be terminated by Purchaser by providing written notice of termination to Seller. If Purchaser's written notice of objection to the Title Commitment is not received by Seller within the twenty (20)-day period, all conditions specified

in the Title Commitment shall be deemed to be acceptable to Purchaser and any objection thereto shall be deemed to have been waived for all purposes.

5.02 Development Fees. Purchaser agrees to waive all development and construction-related fees for Seller for the Liberty Park Development and for the remaining nine (9) future homes to be built in the Liberty Park Development located on Exhibit "C", which is attached hereto and incorporated herein for all purposes.

5.03 Property Replat. Purchaser agrees to replat the Liberty Park Development to remove the Property and the Donated Property described in Exhibits "A" and "B" to this Contract from the Liberty Park Addition.

5.04 Recognition. The cabin on the Donated Property is called the "Gibson-Grant Cabin at the Longprairie Homestead," and Purchaser agrees to maintain this name for the cabin. Purchaser agrees to place a plaque at the finished site on the Donated Property described in Exhibit "B" recognizing the benevolence of the Curtis Grant Family, the Wendell Elms Family and the Ray Robbins Family. Purchaser also agrees to provide recognition as stated in this paragraph in any Texas Historical Commission, National Register of Historic Places, National Trust for Historic Preservation, or similar plaques or marketing material.

5.05 Current Property Condition. Purchaser accepts the Property and Donated Property in its "as is" condition.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER
AND AGREEMENT TO PURCHASER

6.01 Seller's Representations and Warranties. Seller hereby represents and warrants to Purchaser to the best of Seller's knowledge as follows, which representations and warranties shall be deemed made by Seller to Purchaser as of the Effective Date of this Contract and as of the date of the Closing:

- (a) There are no parties in possession of any portion of the Property and Donated Property as lessees, tenants at sufferance, or trespassers;
- (b) Seller is the record owner of the Property and Donated Property and has the right and ability to convey to Purchaser good and marketable title to the Property and Donated Property without the approval or participation of any other person and free and clear of any and all liens, encumbrances, conditions, assessments and restrictions other than the Permitted Exceptions described in 5.01;
- (c) There are no parties with an interest in the Property and Donated Property that would interfere with Purchaser's non-exclusive use of the Property and Donated Property;
- (d) Seller is not aware of any hazardous substances buried on the Property and Donated Property; and

- (c) Any assigns of Seller related to the Donated Property shall comply with all the provisions of Article VI of this Contract, but any such assignment will not relieve Seller of its obligations under this Contract.

ARTICLE VII

CLOSING

7.01 Closing Date. The closing of this Contract ("Closing") shall be held at such time and place as Seller and Purchaser may agree upon in writing, but no later than December 31, 2015 (which date is herein referred to as the "Closing Date"). The Parties may agree in writing to modify the Closing Date for any reason.

7.02 Conditions at Closing. The Closing and Purchaser's obligations under this Contract to purchase the Property are expressly conditioned on the following:

- (a) Seller's delivery to Purchaser at Closing of a duly executed and acknowledged Special Warranty Deed in a form mutually acceptable to Purchaser and Seller, conveying the Property and Donated Property, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions other than as provided in this Contract;
- (b) Delivery to Purchaser of the Texas Owner's Title Policy issued by the Title Company in the full amount of the Purchase Price, insuring Purchaser's easement interest in the Property and Donated Property, subject only to those title exceptions listed in this Contract, if any, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy,
- (c) Seller's execution of such documents and instruments reasonably requested by the Title Company to consummate the transactions contemplated herein; and
- (d) Seller's delivery of possession of the Property and Donated Property to Purchaser at Closing.

At Closing, Purchaser shall deliver to Seller the Purchase Price, less the Earnest Money, in accordance with the terms of this Contract.

7.03 Failure of Conditions. Should Seller fail to satisfy any of the conditions specified in paragraph 7.02 of this Contract, Purchaser shall have the right to terminate this Contract and to recover any amounts paid by Purchaser to Seller on account of the Purchaser's performance of this Contract. The exercise of this right by Purchaser shall not, however, constitute a waiver of any other rights Purchaser may have against Seller for breach of this Contract. The Title Company shall be and is hereby irrevocably instructed by Seller on any such failure of condition and receipt of such notice from Purchaser by it to immediately refund to Purchaser all monies and instruments deposited by Purchaser with Title Company pursuant to this Contract.

7.04 Taxes. Purchaser shall not be responsible for the payment of any taxes or other assessments against the Property at the Closing. In the event there exists any roll back or other deferred taxes which are retroactive to the period of Seller's ownership of the Property or any time prior thereto pursuant to a change in zoning, use, ownership or otherwise, such retroactive taxes shall remain the obligation of Seller excepting any sums to Purchaser. In no event shall Purchaser, as a municipal corporation of the State of Texas, be liable for property taxes or other assessments of any kind which have been assessed against the Property and Donated Property. This provision shall survive the Closing.

7.05 Closing Costs. All costs and expenses of Closing in consummating the sale and purchase of the Property and the conveying of the Donated Property shall be borne and paid as follows:

All attorney fees paid for by the Party incurring same; and
All other costs to be paid by Purchaser.

ARTICLE VIII

REAL ESTATE COMMISSIONS

It is understood and agreed that no real estate brokers were involved in the negotiation and consummation of this Contract, and that no commission is to be payable in cash at the Closing. If this Contract is terminated for any reason prior to Closing, the Parties agree that there will be no commission due or payable hereunder.

ARTICLE IX

BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except because of Purchaser's termination of this Contract or because of Purchaser's default, Purchaser may either terminate the Contract, enforce specific performance of this Contract, or seek any other remedies available at law, in equity, or by statute. Seller's misrepresentation of any representation or warranty under article VI of this Contract or failure to comply with the terms of article VII of this Contract, shall constitute a default of this Contract by Seller.

ARTICLE X

BREACH BY PURCHASER

If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Purchaser shall be in default and Seller may at its sole and exclusive remedy have the Earnest Money deposit paid to Seller by the Title Company as liquidated damages for the breach. The payment of such deposit shall thereby release Purchaser from any further obligation under this Contract.

ARTICLE XI
MISCELLANEOUS

11.01 Effective Date. The Effective Date of this Contract will be the date the last Party executes the Contract.

11.02 Survival of Covenants. Any of the representations, warranties, covenants, and contracts of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the closing date of the transactions contemplated hereby shall survive the closing.

11.03 Notices. All notices required or permitted to be sent hereunder shall be delivered in person, by courier or overnight delivery service or by depositing same in the United States mail, return receipt requested, to the following addresses:

Seller: Vaquero Development
 P.O. Box 270442
 Flower Mound, Texas 75027

Purchaser: Town of Flower Mound, Texas
 2121 Cross Timbers Road
 Flower Mound, Texas 75028

Such notices shall be deemed delivered on the date received and shall be delivered to the Parties at the address listed in this paragraph above.

11.04 Governing Law/Venue. This Contract shall be construed under and governed by and in accordance with the substantive laws of the State of Texas, notwithstanding any choice-of-law provisions thereof. All obligations of the Parties created by this Contract are fully performable in Denton County, Texas. Venue in any suit or cause of action under this Contract shall lie exclusively in a district court located in Denton County, Texas.

11.05 Parties Bound. This Contract shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

11.06 Severability. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of such provision shall not affect the validity or enforceability of any other provision of this Contract, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

11.07 Entirety. This Contract constitutes the sole and only agreement of the Parties regarding the subject matter of this Contract and supersedes any prior understandings or written or oral contracts between the Parties respecting the subject matter of this Contract.

11.08 Amendment. This Contract may not be modified or amended unless such modification or amendment is in writing and signed by both Parties.

CONTRACT OF SALE

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PAGE 6 OF 9

11.09 Time. In this Contract, time is of the essence and compliance with the times for performance is required.

11.10 Assignment. This Contract or any obligation of a Party hereunder may not be assigned by any Party without the express written consent of the other Party to the Contract. Notwithstanding anything to the contrary herein, Seller has the right to assign its ownership interest in the Donated Property to a third party at Closing. In the event such assignment occurs, the third party shall convey its ownership interest in the Donated Property to Purchaser at Closing. Seller's assignment of this Contract, any obligation under this Contract, or its ownership interest in the Property or Donated Property shall not relieve Seller of any of its obligations under this Contract.

11.11 No Waiver. The failure of a Party to enforce a right under this Contract shall not be construed to waive such Party's right to enforce any other rights under this Contract. Nothing in this Contract shall be construed to waive the Purchaser's governmental immunity under Texas law.

11.12 Captions. The captions to the various provisions of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

11.13 Attorney's Fees/Court Costs. The prevailing Party in any legal proceeding brought under or with respect to the transaction described in this Contract is entitled to recover from the non-prevailing Party all costs of such proceeding and reasonable attorney's fees.

11.14 Mediation. Seller and Purchaser agree that in the event a dispute occurs concerning any provision of this Contract, the Parties shall attend non-binding mediation in an attempt to resolve the matter before any Party elects to file a lawsuit as stated in this Contract.

EXECUTED to be effective on the Effective Date.

SELLER:

GRANT AND ELMS COMPANIES, LLC
a Texas limited liability company d/b/a
VAQUERO DEVELOPMENT



By: Curtis Grant,
Title: Chief Executive Officer & President

ADDRESS: P.O. Box 270442
Flower Mound, TX 75027

Date: 12/7/15

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 7th day of December, 2015, by Stanley Curtis Grant known to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he is the Owner of GRANT AND ELMS COMPANIES, LLC d/b/a VAQUERO DEVELOPMENT, and that he executed the same for and on behalf of GRANT AND ELMS COMPANIES, LLC d/b/a VAQUERO DEVELOPMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7th day of December, 2015.

My Commission Expires:

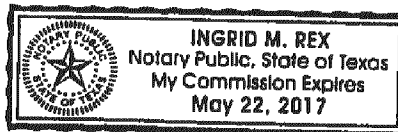
May 22, 2017



Notary Public in and for the State of Texas

INGRID M REX

Typed or Printed Name of Notary



PURCHASER:

TOWN OF FLOWER MOUND, TEXAS

Thomas Hayden

By: Tom Hayden, Mayor

ADDRESS: 2121 Cross Timbers Road
Flower Mound, Texas

Date: 12/8/15

ATTEST:

Theresa Scott

Theresa Scott, Town Secretary

EARNEST MONEY RECEIPT

The undersigned certifies that the Town of Flower Mound has paid to Lawyers Title the sum of _____ Dollars and no cents (\$_____.00) on this _____ day of _____, 2015.



By: _____
Name: _____
Title: _____
Telephone: _____
Facsimile: _____

EXHIBIT "A"

Lot 2, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C."

Lot 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C."

All of that portion of Lot 1X, Block A of Liberty Park that abuts Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C," including all easements and landscape buffers contained therein.

EXHIBIT "B"

Lot 3, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, as shown on the plat recorded in the Plat Records of Denton County, Texas, a copy of which is attached to this Contract as Exhibit "C."

[illegible]



Lawyers Title Company

3360 Long Prairie Road, Suite 200

Flower Mound, TX 75022

Phone (972)221-3521 * Fax (972)355-0151

Date: January 4, 2016
GF#: LT-2066-2000661501029
Property: , Flower Mound, TX

BUYER AND SELLER ADDRESS INFORMATION SHEET

BUYER NAME(S): Town of Flower Mound

BUYER'S ADDRESS: _____

WORK PHONE NO. (1): 972.874.6089

WORK PHONE NO. (2): _____

HOME PHONE NO.: _____

EMAIL ADDRESS (1): _____

EMAIL ADDRESS (2): Jimmy.Stathatos@flower-mound.com

SELLER NAME(S): Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero

Development

SELLER'S ADDRESS: _____

WORK PHONE NO. (1): _____

WORK PHONE NO. (2): _____

HOME PHONE NO.: _____

EMAIL ADDRESS (1): _____

EMAIL ADDRESS (2): _____

**PLEASE RETURN RECORDED DOCUMENTS AND TITLE POLICIES
TO THE ABOVE ADDRESSES.**



Lawyers Title Company
3360 Long Prairie Road, Suite 200, Flower Mound, TX 75022
Phone: (972)221-3521 | FAX: (972)355-0151

FINAL BORROWER'S STATEMENT

Settlement Date: January 4, 2016
Disbursement Date: January 4, 2016

Escrow Number: LT-2066-2000661501029
Escrow Officer: Kim Hill

Borrower: Town of Flower Mound (100.00000%)
2121 Cross Timbers Road
Flower Mound, TX 75028

Seller: Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero
Development (100.00000%)
P.O. Box 270442
Flower Mound, TX 75027
Flower Mound, TX

		\$ DEBIT	\$ CREDIT
FINANCIAL CONSIDERATION			
Contract sales price		450,000.00	
Deposit or earnest money	Town of Flower Mound		5,000.00
TITLE & ESCROW CHARGES			
Settlement or closing fee	The Settle Firm, Inc.	350.00	
RE: Escrow Fee			
Owner's title insurance	Lawyers Title Company	2,814.00	
(65% to The Settle Firm/35% to Lawyers Title)			
T-3 Amendment of Survey Exception for T-1R	Lawyers Title Company	140.70	
(T-3 or Deletion)			
Document Preparation Fee	The Settle Firm, Inc.	175.00	
Tax Certificate	Lawyers Title FBO National TaxNet	50.95	
E Recording Fee	Lawyers Title Company	12.00	
Policies to be issued:			
Owners Policy			
Coverage: \$450,000.00	Premium: \$2,814.00 Version: Texas Residential Owner Policy of Title Insurance One-To-Four Family Residences (T-1R) - 2014		
RECORDING CHARGES			
Government recording charges	Lawyers Title Company	68.00	
MISCELLANEOUS CHARGES			
Survey	Arthur Surveying Co., Inc.	487.13	
Subtotals		454,097.78	5,000.00
Balance Due FROM Borrower			449,097.78
TOTALS		454,097.78	454,097.78

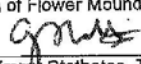
APPROVED and ACCEPTED

Borrower understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The Lender involved may be furnished a copy of this Statement. The undersigned hereby authorizes Lawyers Title Company to make expenditures and disbursements as shown and approves same for payment. The undersigned also acknowledges receipt of loan funds in the amount shown above and a receipt of a copy of this Statement.

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

BORROWER:

Town of Flower Mound

BY: 

Jimmy Stathatos, Town Manager

I have caused or will cause the funds to be disbursed in accordance with the Statement which I have prepared.

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Lawyers Title Company
Settlement Agent

SAVE THIS STATEMENT FOR INCOME TAX PURPOSES

THE SETTLE FIRM, INC., a
Texas professional corporation
ATTORNEYS AND COUNSELORS

4131 N. Central Expressway, Suite 450
Dallas, TEXAS 75204
214/526-1706
FACSIMILE: 214/526-4145

TO: Town of Flower Mound

SELLER: Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

RE: Preparation of Legal Documents for loan

PROPERTY: See Exhibit "A" attached.

DATE: _____

ATTORNEY REPRESENTATION AND FEE LETTER

Legal instruments involved in the above-referenced loan and real property transaction have been prepared for the LENDER by THE SETTLE FIRM, INC. As part of the obligation of the undersigned to pay the reasonable expenses of the LENDER in connection with the preparation of the aforementioned legal documents, the undersigned herewith agrees to pay, at closing, the legal fees charged by THE SETTLE FIRM, INC. in connection with the preparation of the said legal instruments. The undersigned acknowledge that THE SETTLE FIRM, INC. has acted only as counsel to LENDER, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to the loan or the real property described above, or with respect to any of the documents or instruments being executed in connection therewith. The undersigned have been and are hereby advised to obtain counsel of their own choice to represent them in this transaction.

INVOICE

Document preparation, courier in connection with the above legal instruments \$175.00

The amount of the above-referenced invoice should be collected from the Borrower at closing, and a check made payable to "THE SETTLE FIRM, INC." should be returned directly to the above address in the pre-addressed, stamped envelope along with the original of this document.

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: _____
Curtis Grant, Chief Executive Officer & President

Town of Flower Mound

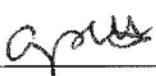
BY:  _____
Jimmy Stathatos, Town Manager

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, and being part of Lot 1X, and all of Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof record under Document Number 2015-403, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for corner being the southeast corner of said Lot 4 and being the northeast corner of Lot 5, Block A of said Liberty Park, same point being in the west right-of-way line of Liberty Court;

THENCE North 88 degrees 17 minutes 41 seconds West, passing at 164.76 feet a 1/2 inch iron rod with yellow cap stamped (ASC) found for corner being the northwest corner of said Lot 5, continuing on for a total distance of 193.32 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the west line of said Lot 1X and the east right-of-way line of Flower Mound Road, same point being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said east right-of-way, with said curve to the left, through a central angle of 02 degrees 01 minutes 11 seconds, whose chord bears North 01 degrees 44 minutes 06 seconds West at 195.45 feet, an arc length of 195.45 feet to an "X" cut found in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the southeast line of said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being in the south right-of-way line of Quail Run Drive;

THENCE South 88 degrees 17 minutes 41 seconds East, with said south right-of-way line of Quail Run Drive, a distance of 170.90 feet to an "X" cut found in concrete for corner being the northwest corner of a corner clip;

THENCE South 43 degrees 00 minutes 08 seconds East, with the southwest line of said corner clip, a distance of 28.14 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the southeast corner of said corner clip, same point being in the west right-of-way line of said Liberty Court;

THENCE South 02 degrees 17 minutes 25 seconds West, with said west right-of-way line of said Liberty Court, a distance of 79.77 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the right having a radius of 475.00 feet;

THENCE with said west right-of-way and with said curve to the right, through a central angle of 08 degrees 51 minutes 36 seconds, whose chord bears South 06 degrees 43 minutes 13 seconds West at 73.38 feet, an arc



EXHIBIT A
(Continued)

length of 73.45 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the left, having a radius of 525.00 feet;

THENCE with said west right-of-way line and with said curve to the right, through a central angle of 05 degrees 43 minutes 50 seconds, whose chord bears South 08 degrees 17 minutes 05 seconds West at 52.49 feet, an arc length of 52.51 feet to the **POINT OF BEGINNING** and containing 1.066 acres of land, more or less.

BUYER'S RECEIPT AND CONFIRMATION
Made by Natural Person(s)

Date: December 30, 2015
GF#: LT-2066-2000661501029
Buyer's Name and Mailing Address: 2121 Cross Timbers Road, Flower Mound, TX 75028
Property: , Flower Mound, TX

Buyer (whether one or more, the first person, singular form shall be used herein and shall refer to each and every buyer identified above) on oath swears that the following statements are true and are within personal knowledge of Buyer:

1. My full legal name is , and I am over the age of eighteen years old.
2. I acknowledge that I am buyer of the Property.

Title Insurance and Commitment - General

3. I acknowledge that I am receiving an Owner Policy of Title Insurance (Owner Policy) issued by Fidelity National Title Insurance Company (referred to as Underwriter) through Lawyers Title Company (referred to as Agent) in the amount of the purchase price of the Property.
4. I acknowledge receipt of the following:
 - ☒ Commitment for Title Insurance with Issued date: December 28, 2015
 - ☒ Copies of covenants, conditions, restrictions, easements and other documents shown as exceptions on Schedule B of the Commitment.
5. I understand that, in addition to the exceptions shown on the Commitment, the Owner Policy promulgated by the Texas Department of Insurance contains Exclusions from Coverage.

Title Insurance - Rights of Parties in Possession

6. I confirm that Agent has informed me that unless Agent makes a physical inspection of the Property, my Owner Policy will contain an exception as to "rights of parties in possession."
 - ☒ I hereby waive any inspection by Agent and agree to accept the policy containing the exception.

Title Insurance - Area and Boundaries

7. I confirm that Agent has informed me that unless an acceptable survey is furnished and an additional premium paid, my Owner Policy will contain an exception as to "any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements."
 - ☐ I do not wish to provide a survey and/or to pay the additional premium and agree to accept the policy containing the general exception.

Title Insurance - Taxes

8. I acknowledge that my Owner Policy will contain an exception to possible "taxes and assessments by any taxing authority for prior years due to a change in land usage or ownership," and I confirm that neither Underwriter nor Agent are responsible for assisting me in paying or resolving any such tax issues.
 - ☒ I acknowledge receipt of the Tax Certification or Tax Information Sheet provided to Agent

Survey or surveyor's plat

- ☒ I acknowledge receipt of a survey of the Property dated: December 22, 2015.
9. I confirm that Agent has made no representations to me regarding any matters shown on said survey and I accept the Property subject to any matters shown on said survey and agree to hold harmless Underwriter and Agent from any and all costs, damages and expenses in any way arising from such matters.



BUYER'S RECEIPT AND CONFIRMATION

(Continued)

10. If no survey or surveyor's plat was received, I confirm that I did not request or require a survey.

Other representations:

11. Anyone concerned may rely on these statements.

12. I agree to indemnify and hold Fidelity National Title Insurance Company, Underwriter and its Agent harmless from any loss or expense, including reasonable attorney fees, resulting from false or incorrect information in this affidavit.

BY:

Tom Hayden Jimmy Statharas
Mayor Town Manager

State of

TEXAS

of

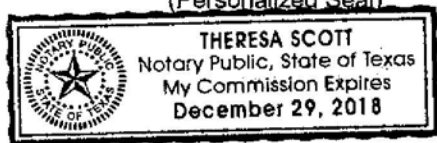
This instrument was acknowledged

before me on

December 31, 2015 by

JIMMY STATHARAS

(Personalized Seal)



Theresa Scott
Notary Public for the State of _____
My Commission Expires: _____



TAX AGREEMENT

Date: December 31, 2015
GF#: LT-2066-2000661501029
Property: ,Flower Mound, TX

We, the undersigned, hereby acknowledge that the tax prorations on the above captioned file were based on the most accurate information available at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Lawyers Title Company, upon notification.

Purchaser recognizes their responsibility for current year taxes. Further, purchaser agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

The Appraisal District assesses property values for the current year as of the beginning of the year. Seller(s) assume no responsibility for the assessed value for the current year. It is the purchaser(s) responsibility, should they so desire, to protest such assessed value if the allowed time for such protests have not expired.

It is hereby agreed between the parties that should the actual taxes for the current year differ, all adjustments will be handled directly between the Seller(s) and Purchaser(s).

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (i) the tax information obtained by Lawyers Title Company was procured only for the benefit of Lawyers Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Lawyers Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Lawyers Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Lawyers Title Company shall not be held responsible for such tax prorations in any event.

SELLER(S)

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: _____
Curtis Grant, Chief Executive Officer & President

PURCHASER(S)

Town of Flower Mound

BY: gms
Jimmy Stathatos, Town Manager



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

SPECIAL GENERAL WARRANTY DEED
(Cash)

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Town of Flower Mound, herein referred to as "Grantee," whether one or more, the real property described as follows:

See Exhibit "A" attached.

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of DENTON County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all the rights and appurtenances lawfully accompanying it, by the Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof, by, through and under Grantor, but not otherwise.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this date: December 31, 2015

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: 

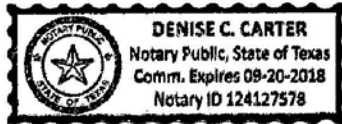
Stanley C. Grant, Chief Executive Officer & President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Denton

This instrument was acknowledged before me on 1-4-16, by Stanley C. Grant, Chief Executive Officer & President of Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development.




Notary Name:
State of:
County of:
Expires:

Grantee's Address:

2121 Cross Timbers Road, Flower Mound, TX 75028

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, and being part of Lot 1X, and all of Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof record under Document Number 2015-403, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for corner being the southeast corner of said Lot 4 and being the northeast corner of Lot 5, Block A of said Liberty Park, same point being in the west right-of-way line of Liberty Court;

THENCE North 88 degrees 17 minutes 41 seconds West, passing at 164.76 feet a 1/2 inch iron rod with yellow cap stamped (ASC) found for corner being the northwest corner of said Lot 5, continuing on for a total distance of 193.32 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" set for corner being in the west line of said Lot 1X and the east right-of-way line of Flower Mound Road, same point being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said east right-of-way, with said curve to the left, through a central angle of 02 degrees 01 minutes 11 seconds, whose chord bears North 01 degrees 44 minutes 06 seconds West at 195.45 feet, an arc length of 195.45 feet to an "X" cut found in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the southeast line of said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being in the south right-of-way line of Quail Run Drive;

THENCE South 88 degrees 17 minutes 41 seconds East, with said south right-of-way line of Quail Run Drive, a distance of 170.90 feet to an "X" cut found in concrete for corner being the northwest corner of a corner clip;

THENCE South 43 degrees 00 minutes 08 seconds East, with the southwest line of said corner clip, a distance of 28.14 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the southeast corner of said corner clip, same point being in the west right-of-way line of said Liberty Court;

THENCE South 02 degrees 17 minutes 25 seconds West, with said west right-of-way line of said Liberty Court, a distance of 79.77 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the right having a radius of 475.00 feet;

THENCE with said west right-of-way and with said curve to the right, through a central angle of 08 degrees 51 minutes 36 seconds, whose chord bears South 06 degrees 43 minutes 13 seconds West at 73.38 feet, an arc

EXHIBIT A
(Continued)

length of 73.45 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the left, having a radius of 525.00 feet;

THENCE with said west right-of-way line and with said curve to the right, through a central angle of 05 degrees 43 minutes 50 seconds, whose chord bears South 08 degrees 17 minutes 05 seconds West at 52.49 feet, an arc length of 52.51 feet to the **POINT OF BEGINNING** and containing 1.066 acres of land, more or less.



**THE SETTLE FIRM, INC., a
Texas professional corporation
ATTORNEYS AND COUNSELORS**

4131 N. Central Expressway, Suite 450
Dallas, TEXAS 75204
214/526-1706
FACSIMILE: 214/526-4145

TO: Town of Flower Mound

SELLER: Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

RE: Preparation of Legal Documents for loan

PROPERTY: See Exhibit "A" attached.

DATE: _____

ATTORNEY REPRESENTATION AND FEE LETTER

Legal instruments involved in the above-referenced loan and real property transaction have been prepared for the LENDER by THE SETTLE FIRM, INC. As part of the obligation of the undersigned to pay the reasonable expenses of the LENDER in connection with the preparation of the aforementioned legal documents, the undersigned herewith agrees to pay, at closing, the legal fees charged by THE SETTLE FIRM, INC. in connection with the preparation of the said legal instruments. The undersigned acknowledge that THE SETTLE FIRM, INC. has acted only as counsel to LENDER, and has not, in any manner, undertaken to assist or render legal advice to the undersigned with respect to the loan or the real property described above, or with respect to any of the documents or instruments being executed in connection therewith. The undersigned have been and are hereby advised to obtain counsel of their own choice to represent them in this transaction.

INVOICE

Document preparation, courier in connection with the above legal instruments \$175.00

The amount of the above-referenced invoice should be collected from the Borrower at closing, and a check made payable to "THE SETTLE FIRM, INC." should be returned directly to the above address in the pre-addressed, stamped envelope along with the original of this document.

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: 
Curtis Grant, Chief Executive Officer & President

Town of Flower Mound

BY: _____
Jimmy Stathatos, Town Manager

EXHIBIT A

BEING all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, and being part of Lot 1X, and all of Lots 2, 3 and 4, Block A of Liberty Park, an addition to the Town of Flower Mound, Denton County, Texas, according to the Plat thereof record under Document Number 2015-403, Plat Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for corner being the southeast corner of said Lot 4 and being the northeast corner of Lot 5, Block A of said Liberty Park, same point being in the west right-of-way line of Liberty Court;

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THENCE with said west right-of-way and with said curve to the right, through a central angle of 08 degrees 51 minutes 36 seconds, whose chord bears South 06 degrees 43 minutes 13 seconds West at 73.38 feet, an arc

EXHIBIT A
(Continued)

length of 73.45 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a curve to the left, having a radius of 525.00 feet;

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TAX AGREEMENT

Date: December 31, 2015
GF#: LT-2066-2000661501029
Property: , Flower Mound, TX

We, the undersigned, hereby acknowledge that the tax prorations on the above captioned file were based on the most accurate information available at the time of closing.

The Seller(s) acknowledge that they are responsible for all taxes prior to the date of closing. Should it develop at a later date that taxes, other than those collected, are due for prior years, Seller(s) agree to make full settlement to Lawyers Title Company, upon notification.

Purchaser recognizes their responsibility for current year taxes. Further, purchaser agrees to contact all taxing authorities to notify them of the change in ownership of subject property to assure proper receipt of future tax notice.

The Appraisal District assesses property values for the current year as of the beginning of the year. Seller(s) assume no responsibility for the assessed value for the current year. It is the purchaser(s) responsibility, should they so desire, to protest such assessed value if the allowed time for such protests have not expired.

It is hereby agreed between the parties that should the actual taxes for the current year differ, all adjustments will be handled directly between the Seller(s) and Purchaser(s).

By the execution hereof, Buyer(s) and Seller(s) acknowledge that: (i) the tax information obtained by Lawyers Title Company was procured only for the benefit of Lawyers Title Company and only for the purpose of determining the insurability of the property, (ii) that no party other than Lawyers Title Company is entitled to rely on such information, and (iii) that the tax information and prorations have been provided to the Buyer(s), Seller(s), and Lender(s) as a courtesy only. Buyer and Seller hereby release Lawyers Title Company from all liability and claims for damages resulting from proration of taxes in this transaction.

We agree that Lawyers Title Company shall not be held responsible for such tax prorations in any event.

SELLER(S)

Grant and Elms Companies, LLC a Texas limited liability company d/b/a Vaquero Development

BY: 

Stanley C. Grant, Chief Executive Officer & President

PURCHASER(S)

Town of Flower Mound

BY: _____

Jimmy Stathatos, Town Manager



WAIVER OF SETTLEMENT AGENT RESPONSIBILITY

Kim Hill, Escrow Officer
Lawyers Title Company
3360 Long Prairie Road, Suite 200
Flower Mound, TX 75022
Phone: (972)221-3521 Fax: (972)355-0151

Date: December 30, 2015
GF#: LT-2066-2000661501029
Seller(s): Grant and Elms Companies, LLC a Texas
limited liability company d/b/a Vaquero
Development
Borrower(s): Town of Flower Mound

Settlement Agent/Escrow Holder/Closing Agent is released from and shall have no liability, obligation or responsibility with respect to, (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code 1986 as amended, (b) advising the parties as to the requirements of such Section or (c) determining whether the transferor is a foreign person under such Section, acting as the Qualified Substitute or otherwise making any inquiry concerning compliance with such Section for any party to the transaction.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

PURCHASER(S):

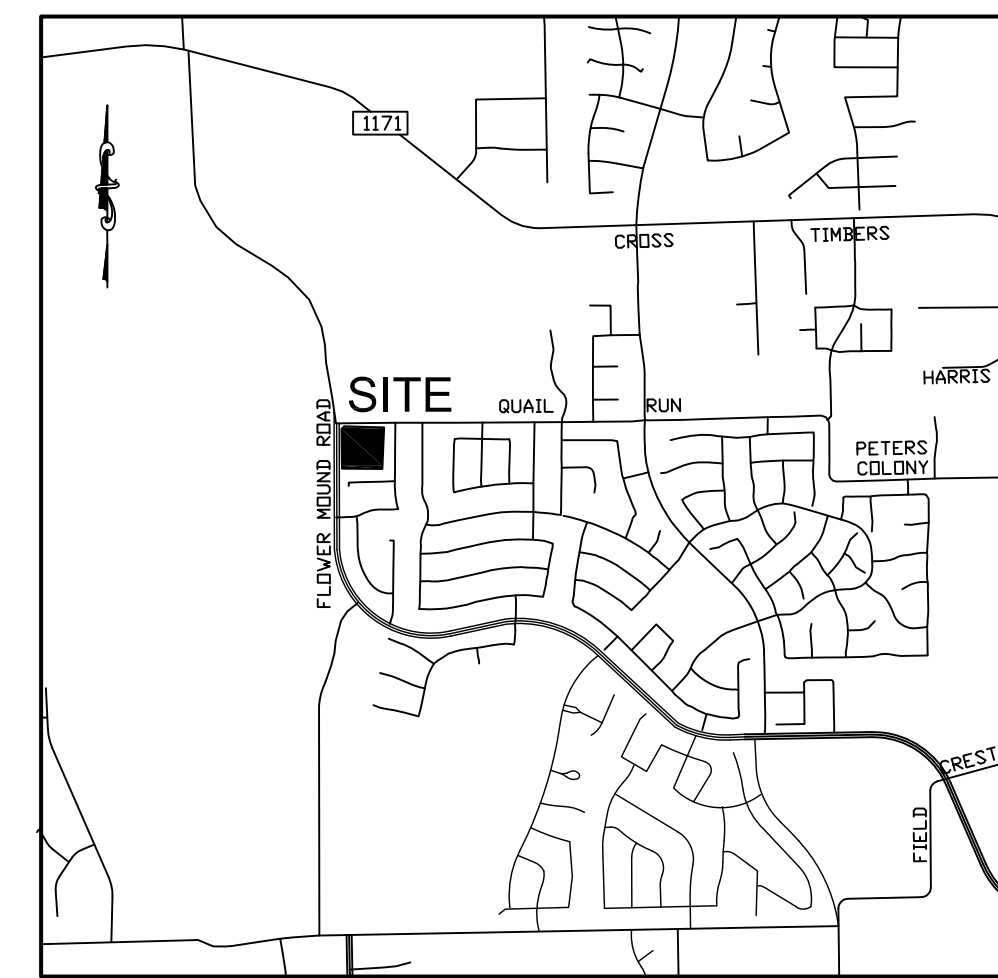
Town of Flower Mound

BY:

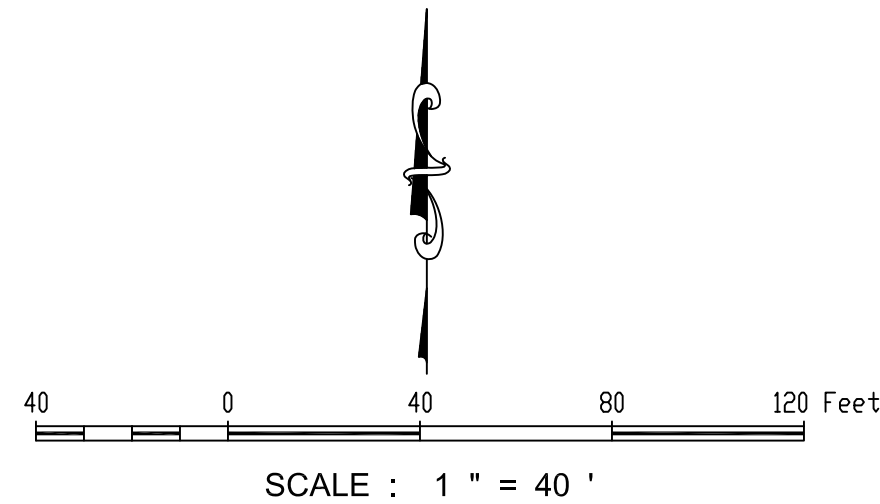
Jimmy Stathatos, Town Manager

12-31-15
Date





VICINITY MAP : 1" = 2000'



Lot and Block Analysis			
Lot	Block	Square Feet	Acreage
1	A	44,888	1.030
2	A	11,519	0.264
3	A	11,073	0.254
4	A	11,386	0.261
5X	A	5,562	0.128
1X	B	2,385	0.055
2	B	12,240	0.281
3	B	12,304	0.282
4	B	12,765	0.293
5	B	13,054	0.300
6	B	11,541	0.265
7	B	10,623	0.165
Lot and Block Summary (Excluding X Lots)			
Smallest		10,623 Sq.Ft.	0.165 Acres
Largest		44,888 Sq.Ft.	1.030 Acres
Average		15,139 Sq.Ft.	0.339 Acres
Total Lots (excluding X Lots)		10	

NOTES

- It is my opinion that the property described hereon is not within the 100-year flood zone area according to the Federal Emergency Flood Insurance Rate Map Community-Panel No. 480777 0540 G, present effective date of map April 18, 2011, herein property is situated within Zone X (unshaded).
- All iron rods found are 1/2 inch unless otherwise noted. All iron rods set are 1/2 inch with a yellow cap stamped "Arthur Surveying Company".
- Bearings shown are based on the west line of Wellington Estates Phase 3, recorded in Cabinet U, Page 716, Plat Records, Denton County, Texas.
- Selling a portion of this addition by metes and bounds is a violation of town ordinance and state law and is subject to fines and withholding of utilities and building permits.
- No concentrated drainage shall be directed at downstream lots.
- Pursuant to the Ordinance No. 36-92 of the Town of Flower Mound, Texas, a mandatory Homeowner's Association shall be established and created to assume and be responsible for the continuous and perpetual operation maintenance and/or supervision of drainage easements, landscaping systems or their physical facilities of ground held in common and necessary or desirable for the welfare of the area of subdivision or that are of common use or benefit. Said mandatory Homeowner's Association shall be responsible for the continuous and perpetual operation maintenance and/or supervision of the landscape systems, features or elements located in parkway common area, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways.
- All X lots are unbuildable and shall be dedicated to and maintained by the HOA. X lots shall be considered landscape buffers and shall be dedicated as drainage easements.
- Flood Zone Analysis - not required.
- Environmental Protection Plan - not required.
- AC pads and mechanical equipment shall not be permitted to be located within sanitary sewer, water, drainage or utility easements.
- Lot 1, Block A will be owned and maintained by the Town of Flower Mound.

DRAINAGE EASEMENT NOTES

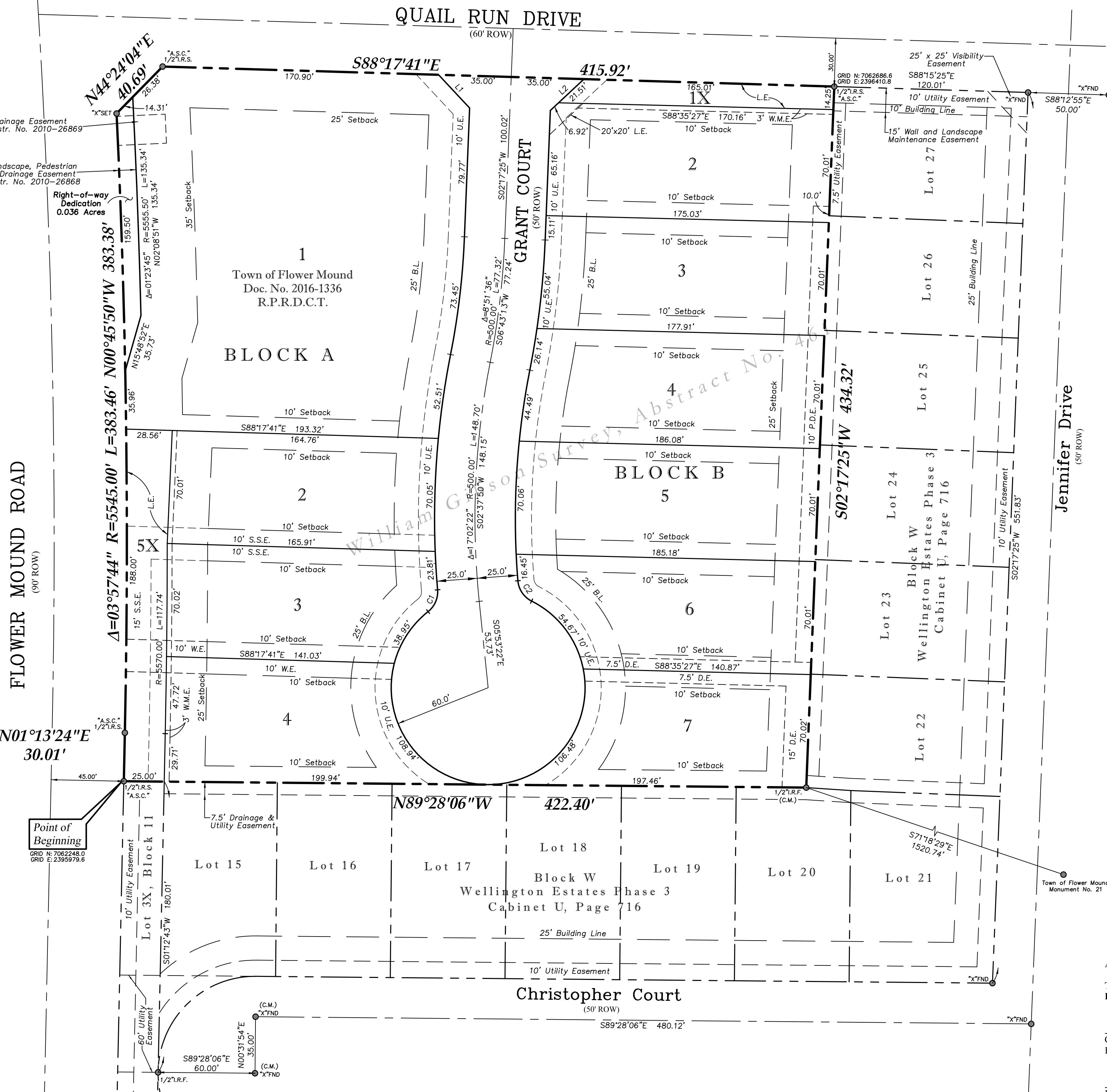
- Upkeep and maintenance of the Private Drainage Easement is the responsibility of the HOA.
- Upkeep and maintenance shall include but not limited to the following items:
 - The grass and ground cover shall be kept to a height required by Town ordinance.
 - The detention facility shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
 - Accumulated sediment shall be removed from the facility as required to ensure that there is no reduction in function or detention capacity.
 - All electrical and mechanical systems associated with the retention function of this facility shall be kept in working order at all times.
- No dumping of any type is permitted within the easement area.

LEGEND:

FND - FOUND
 ROW - RIGHT-OF-WAY
 CM - CONTROL MONUMENT
 ASC - ARTHUR SURVEYING COMPANY
 IRF - IRON ROD FOUND
 IRS - IRON ROD SET
 BL - BUILDING LINE
 PDE - PRIVATE DRAINAGE EASEMENT
 DE - DRAINAGE EASEMENT
 WE - WATER EASEMENT
 SSE - SANITARY SEWER EASEMENT
 LE - LANDSCAPE EASEMENT
 WME - WALL MAINTENANCE EASEMENT

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	S43°00'08"E	14.07'	
L2	N46°59'52"E	14.21'	

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
C1	15.31'	15.50'	S6°34'42" S23°27'54" W 14.69'
C2	15.88'	15.50'	S8°42'00" N34°00'09" W 15.19'



State of Texas §
 County of Denton §

THIS is to certify that I, Douglas L. Arthur, a Registered Professional Land Surveyor for the State of Texas, have platted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my supervision.

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT DATED 03/3/2016

Douglas L. Arthur, R.P.L.S.
 No. 4357

OWNER

VAQUERO DEVELOPMENT
 P.O. Box 270442
 Flower Mound, TX 75027-0422
 Phone: (972)-679-8600
 Contact: Curtis Grant

OWNER

TOWN OF FLOWER MOUND
 2121 Cross Timbers Road
 Flower Mound, TX 75028
 Phone: (972)-874-6312
 Contact: Bob Pegg

Arthur Surveying Co., Inc.
 Professional Land Surveyors

(972) 221-9439 ~ Fax (972) 221-4876
 220 Elm Street, Suite 200 ~ P.O. Box 54
 Lewisville, Texas 75087 ~ TFFN No: 10083800
 Established 1986
 www.arthursurveying.com

State of Texas §

Owner's Certificate and Dedication

County of Denton §

WHEREAS GRANT & ELMS COMPANIES, LLC and the TOWN OF FLOWER MOUND are the owners of all that certain lot, tract or parcel of land situated in the William Gibson Survey, Abstract Number 461, in the Town of Flower Mound, Denton County, Texas, and being that certain tract of land described by deed to Grant & Elms Companies, LLC, recorded under Document Number 2015-21068, Real Property Records, Denton County, Texas, and being that certain tract of land described by deed to the Town of Flower Mound, recorded under Document Number 2016-1336 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap stamped "ARTHUR SURVEYING COMPANY" (ASC) found for the southwest corner of said Grant & Elms tract, being the most westerly northwest corner of Wellington Estates Phase 3, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Cabinet U, Page 716, Plat Records of Denton County, Texas, same point being in the east right-of-way (R.O.W.) line of Flower Mound Road;

THENCE North 01 degrees 13 minutes 24 seconds East, with the east line of said Flower Mound Road, a distance of 30.01 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the beginning of a non-tangent curve to the left, having a radius of 5545.00 feet;

THENCE with said curve to the left and continuing with the east line of said Flower Mound Road, through a central angle of 03 degrees 57 minutes 44 seconds, whose chord bears North 00 degrees 45 minutes 50 seconds West at 383.38 feet, an arc length of 383.46 feet to a "X" cut found in concrete for the southwest corner of a corner clip;

THENCE North 44 degrees 24 minutes 04 seconds East, with the southeast line of said corner clip, a distance of 40.69 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being in the south R.O.W. line of Quail Run Drive, being the northeast corner of said corner clip;

THENCE South 88 degrees 17 minutes 41 seconds East, with the south line of said Quail Run Drive, a distance of 415.92 feet to a 1/2 inch iron rod with yellow cap stamped "ASC" found for corner being the most northerly northwest corner of said Wellington Estates;

THENCE South 02 degrees 17 minutes 25 seconds West, with a west line of said Wellington Estates, a distance of 434.32 feet to a 1/2 inch iron rod found for corner being an inner ell corner of said Wellington Estates;

THENCE North 89 degrees 28 minutes 06 seconds West, with a north line of said Wellington Estates, a distance of 422.40 feet to the POINT OF BEGINNING and containing 4.332 acres of land, more or less.

NOW, therefore, know all men by these presents:

THAT GRANT & ELMS COMPANIES, LLC and the TOWN OF FLOWER MOUND, by and through its duly authorized officers, do hereby adopt this plat designated herein as **Liberty Park**, an addition to the Town of Flower Mound, Denton County, Texas. The easements shown hereon are hereby reserved for the purposes as indicated.

The easements shown hereon are hereby reserved for the purposes as indicated. All rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. Lots 5X, Block A and 1X, Block B are hereby dedicated in fee simple to the Home Owners Association for maintenance purposes and common areas. Private Drainage Easements are dedicated to the Home Owners Association for all maintenance purposes. All streets, alleys, and common areas shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance of efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS my hand this the ____ day of ____, 2016

GRANT & ELMS COMPANIES, LLC, a Texas limited liability company d/b/a Vaquero Development

By: _____
 Curtis Grant

State of Texas §

County of Denton §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of ____, 2016.

Notary Public in and for the State of Texas

TOWN OF FLOWER MOUND

By: _____
 City Manager
 Town of Flower Mound

State of Texas §

County of Denton §

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 expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of ____, 2016.

Notary Public in and for the State of Texas

APPROVED:

TOWN OF FLOWER MOUND
 PLANNING AND ZONING COMMISSION

Claudio Forest, Chairman
 Planning and Zoning Commission

Doug Powell, Executive Director of
 Development Services

Date: ____, 2016.

SIGNED AND SEALED:
 TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
 Town of Flower Mound

RECORD PLAT
 of
 LIBERTY PARK

Lots 1-4, 5X, Block A
 Lots 1X, 2-7, Block B
 being 4.332 acres out of the
 William Gibson Survey, Abstract Number 461
 Town of Flower Mound, Denton County, Texas

-- 2016 --

DRAWN BY: Jav DATE: 09/01/16 SCALE: 1"=40' CHECKED BY: DLA ASC NO.: 1406310-6

FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY

FOR DENTON COUNTY USE ONLY

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PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 4

DATE: October 24, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: **Public Hearing to consider a request for a Replat (RP16-0024 - Ivy Estates) to create two residential lots. The property is generally located south of Rembert Drive and north of Lismore Drive.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

The purpose of this replat is to subdivide Lot 2, Block A, of Ivy Estates into two residential lots that are in conformance with the Single-Family District-10 (SF-10) zoning district regulations. Lot 2R consists of approximately 35,495 square feet and contains an existing residence and an accessory building. Lot 3 is the newly-created buildable lot and consists of approximately 10,241 square feet. The plat also depicts necessary setbacks and easements. Both lots will have access from Lismore Drive.

On July 18, 2016, the Town Council approved a rezoning of approximately 1.073 acres of land from Single-Family District-30 (SF-30) uses to Single-Family District-10 (SF-10) uses.

III. CORRESPONDENCE

Since this property is zoned single-family residential, Town Code requires both public notice in a newspaper of general circulation (Denton Record Chronicle) and notification of the property owners within 200 feet of the subject property that also live within the same subdivision. At the time this report was written, staff had not received any correspondence regarding the requested replat.

IV. ATTACHMENTS

A. Background Information

1. Vicinity Map

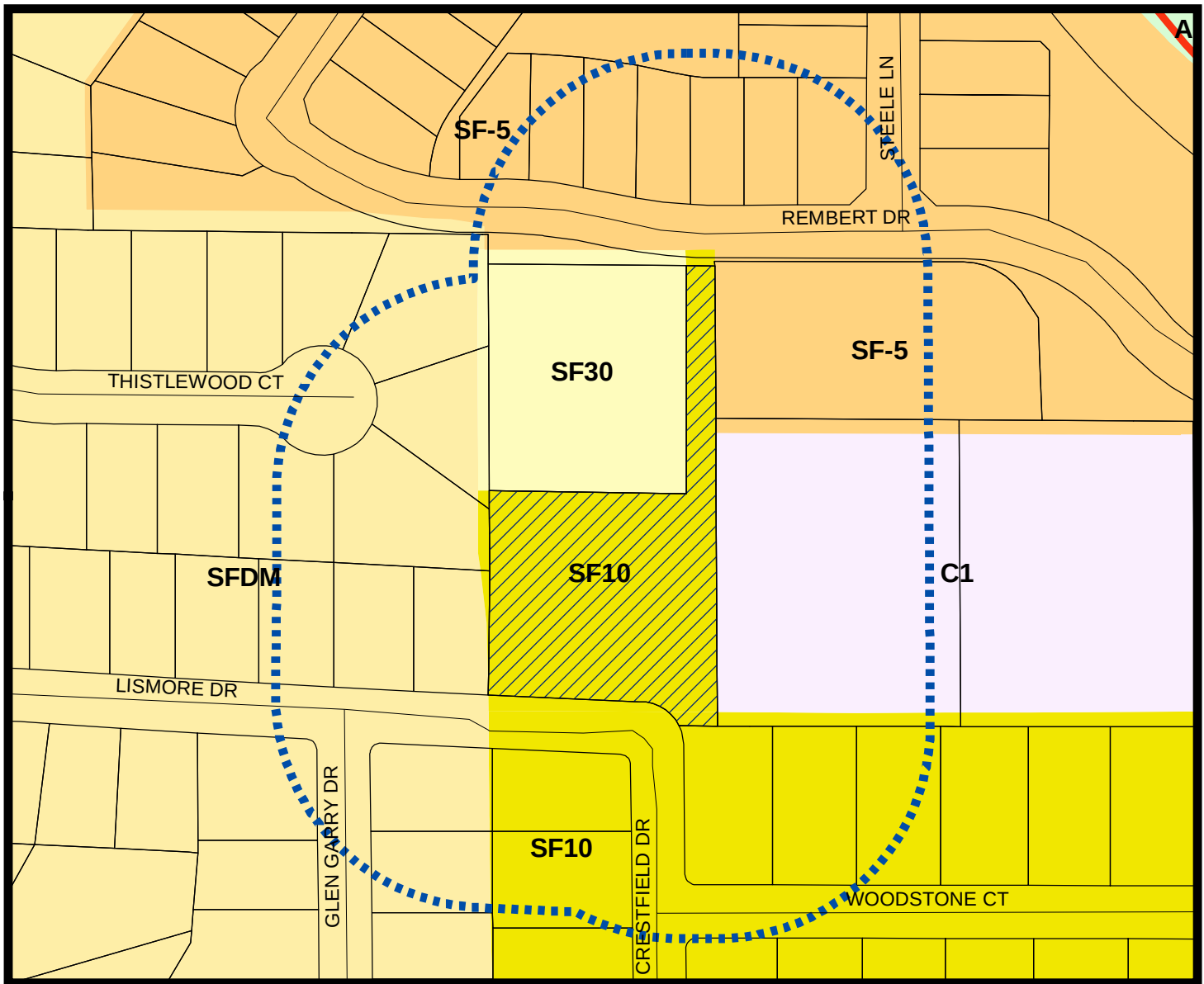
2. Letter of Intent

B. Application Details

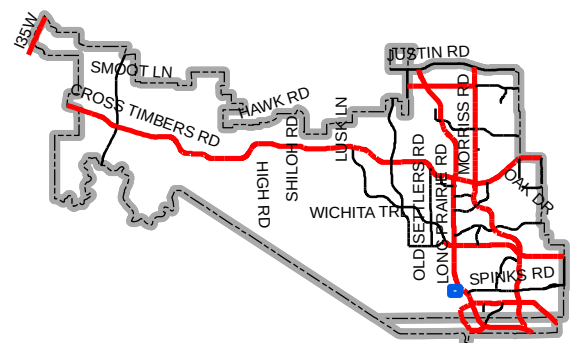
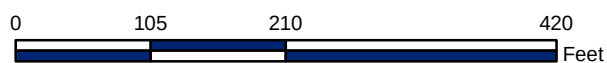
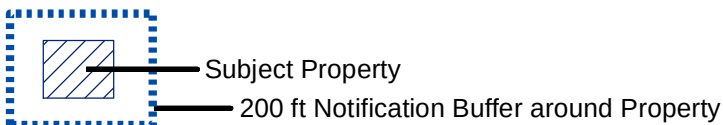
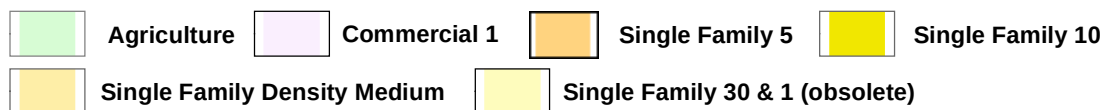
1. Replat Package

Vicinity Map

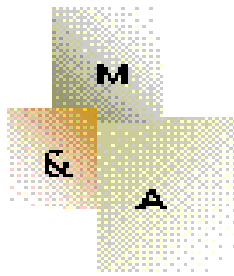
Reference Project: RP16-0024



LEGEND



Map Location



MIDDLETON & ASSOCIATES, LLC

CONSULTING CIVIL ENGINEERS, SURVEYORS AND LAND PLANNERS

August 10, 2016

Ms. Poornima Srinarasi
Planner
Town of Flower Mound
1001 Cross Timbers, Ste. 2330
Flower Mound, TX 75028

RE: Letter of Intent
Re-Plat for Ivy Estates
Flower Mound, Texas

Dear Poornima:

Please accept this Letter of Intent for the re-platting of 2620 Lismore Drive, Lot 2, Block A of Ivy Estates in Flower Mound. The lot is currently 1.073 acres in size, zoned SF-10 with an existing home on the northeasterly section.

The purpose of this request is to divide the existing lot into two (2) separate parcels and the construction of a new single family home along Lismore Drive. No waivers or variances will be needed.

If you have any other questions or would like additional information regarding our submittal, please contact me at 972-393-9800.

Sincerely,
MIDDLETON & ASSOCIATES, LLC.

Eugene Middleton, P.E.
President



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 5

DATE: October 24, 2016

FROM: Poornima Srinarasi, Senior Planner

ITEM: Consider a request for a Record Plat (RC16-0011 - Canyon Falls, Village 4A) to create a residential subdivision. The property is generally located north of Denton Creek Boulevard and west of Prairie Ridge Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

The purpose of this application is to create 72 buildable, single-family residential lots with a minimum lot size of 10,000 square feet. The proposed single-family residential lots are located in the third phase of the Canyon Falls development and are in conformance with the underlying Single-Family District-10 (SF-10) standards within Planned Development District-98 (PD-98). Village 4A contains approximately 31.14 acres.

Access to the development is provided from Prairie Ridge Road. The current project includes the establishment of all required easements, landscaping, fencing, and associated open space (x-lots) for this phase (Attachment B(1)).

The proposed record plat is consistent with the development plan (DP13-0003) approved by the Town Council on March 17, 2014, for Phase III containing 303 buildable lots.

III. ATTACHMENTS

A. Background Information

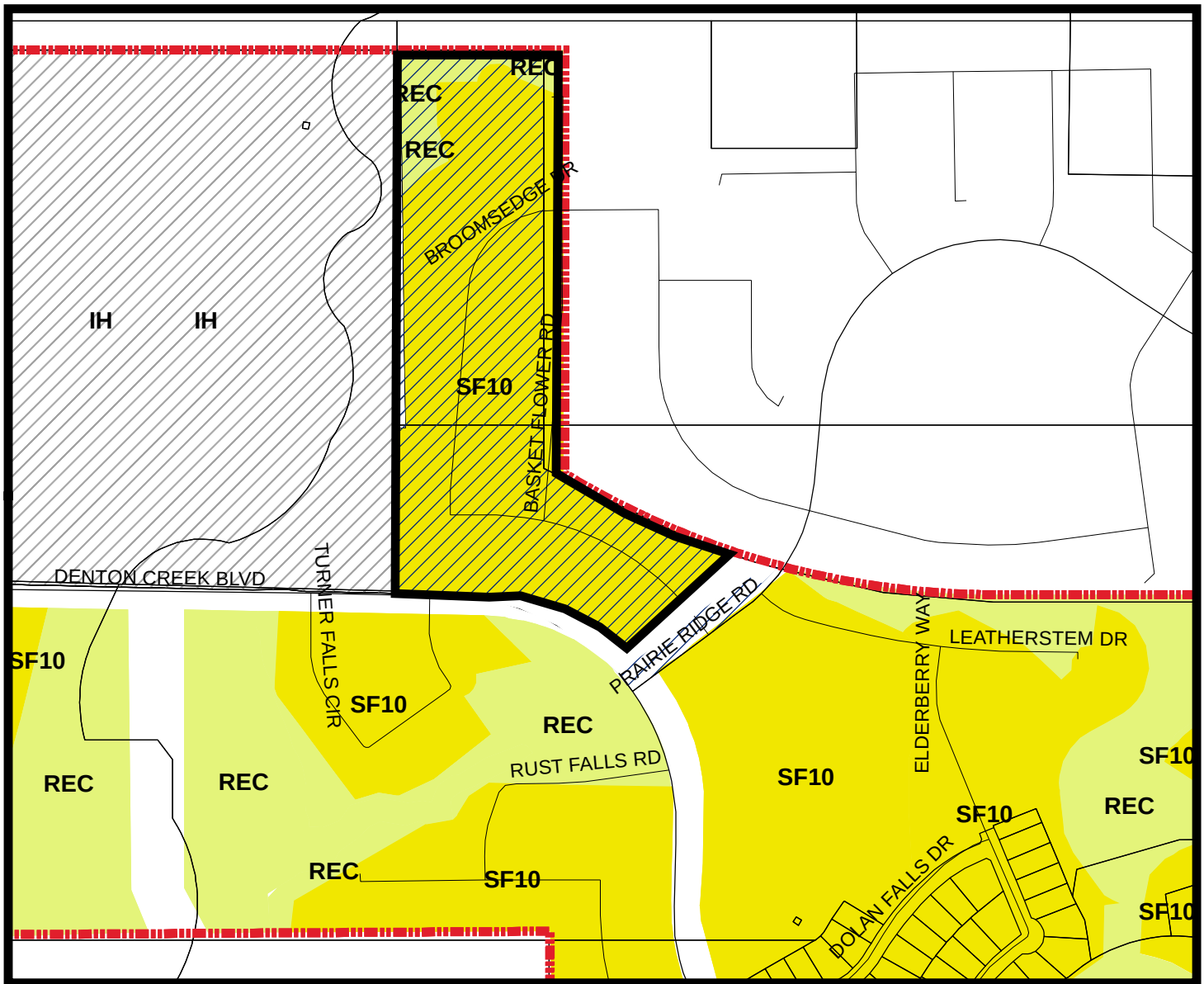
1. Vicinity Map
2. Letter of Intent

B. Application Details

1. Record Plat Package

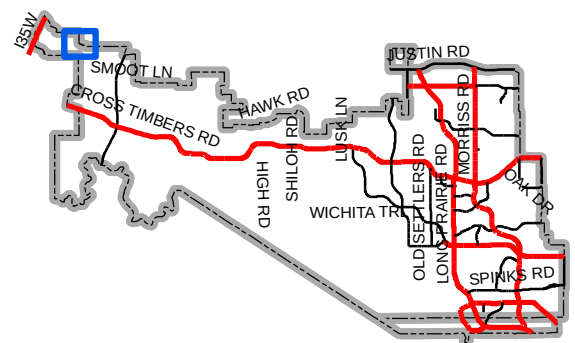
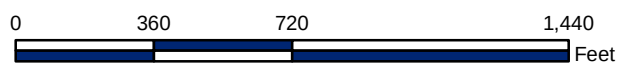
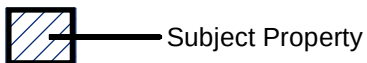
Vicinity Map

Reference Project: RC16-0011



LEGEND

-  Interim Holding
-  Recreation
-  Single Family 10



Map Location

April 15, 2016

Ms. Poornima Srinarasi
Planning Services
Town of Flower Mound
1001 Cross Timbers, Ste. 2330
Flower Mound, Texas 75028

RE: Canyon Falls Letter of Intent – Record Plat – Village 4A

Dear Poornima,

Canyon Falls is a master planned community intended to provide a variety of single family residential and commercial uses that are compatible with the natural characteristics of the land (such as topography, drainage, vegetation and floodplain) to ensure a high-quality new community. This master planned community is intended to provide increased recreation amenities, high quality homes and shopping alternatives that will be designed in a comprehensive fashion, which will enhance the quality of life for future residents and the Town of Flower Mound. We believe that Canyon Falls will be a great addition for the Town of Flower Mound and the rooftops generated within the development will support the future plans and growth of Flower Mound for commercial and retail development along the western side of its Town Limits. Additionally, the proximity of the development to I-35W and U.S. 377 provide a great transition between the commercial and more intense zoning districts that exist along the I-35W and U.S. 377 corridors.

Record Plat - Village 4A Site Data:

Existing Zoning District: Planned Development with SF-10

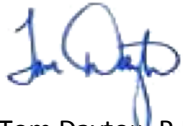
Record Plat – Village 4A Acreage: 31.137 Acres

Lot breakdown: 72 Single-Family Lots & 3 Open Space/HOA Lots

We appreciate your assistance with this application and look forward to working with you and the Town of Flower Mound on the Canyon Falls development.

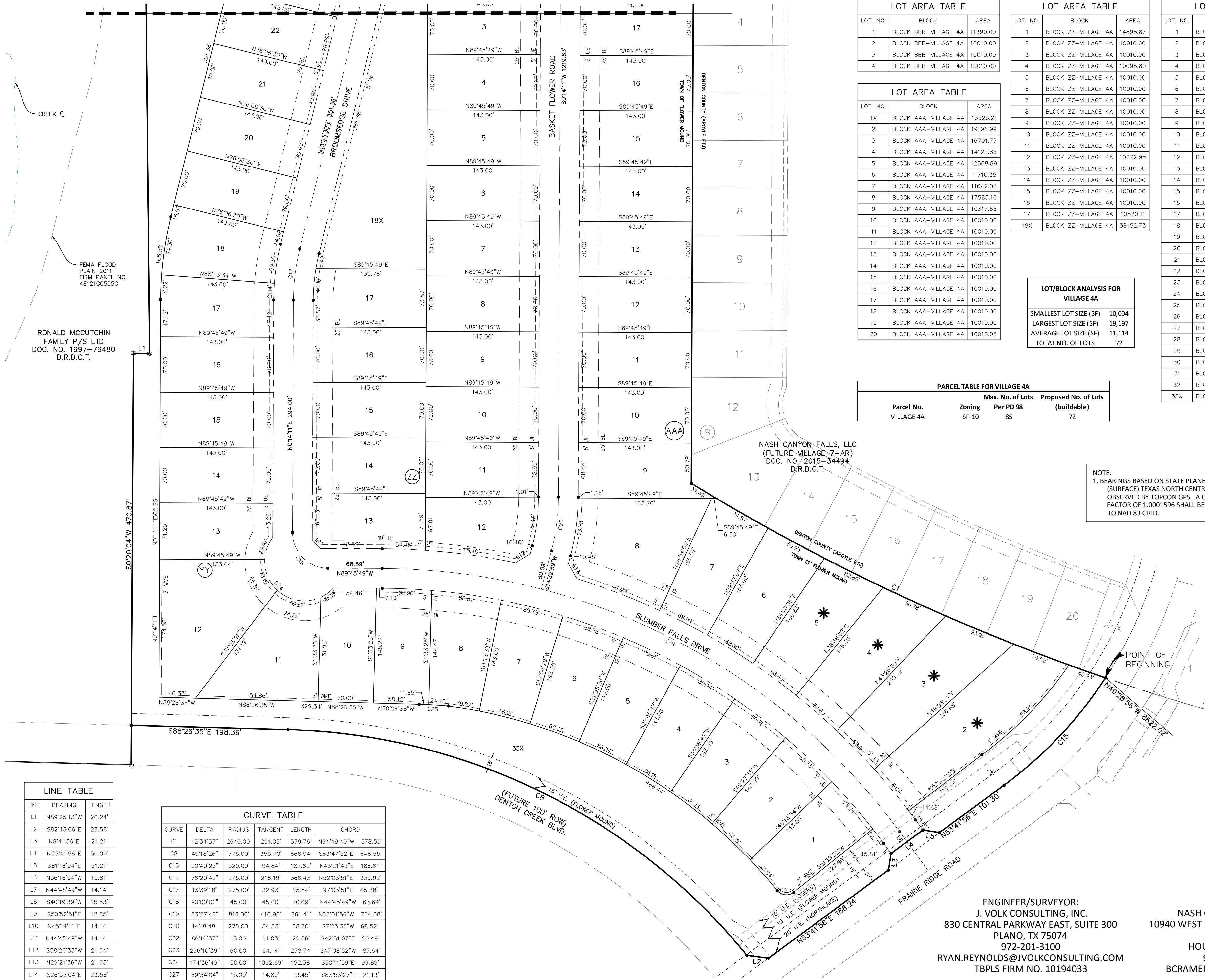
Sincerely,

J. VOLK CONSULTING, INC.



Tom Dayton, P.E.

cc: Brian Cramer, Assistant Vice President, Newland Real Estate



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°25'13"W	20.24'
L2	S82°43'06"E	27.58'
L3	N8°41'56"E	21.21'
L4	N53°41'56"E	50.00'
L5	S81°18'04"E	21.21'
L6	N36°18'04"W	15.81'
L7	N44°45'49"W	14.14'
L8	S40°19'39"W	15.53'
L9	S50°52'51"E	12.85'
L10	N45°14'11"E	14.14'
L11	N44°45'49"W	14.14'
L12	S58°26'33"W	21.64'
L13	N29°21'36"W	21.63'
L14	S26°53'04"E	23.56'

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	12°34'57"	2640.00'	291.05'	579.76'	N64°49'40"W 578.59'
C8	49°18'26"	775.00'	355.70'	666.94'	S63°47'22"E 646.55'
C15	20°40'23"	520.00'	94.84'	187.62'	N43°21'45"E 186.61'
C16	76°20'42"	275.00'	216.19'	366.43'	N52°03'51"E 339.92'
C17	13°39'18"	275.00'	32.93'	65.54'	N7°03'51"E 65.38'
C18	90°00'00"	45.00'	45.00'	70.69'	N44°45'49"W 63.64'
C19	53°27'45"	816.00'	410.96'	761.41'	N63°01'56"W 734.08'
C20	14°18'48"	275.00'	34.53'	68.70'	S7°23'35"W 68.52'
C22	86°10'37"	15.00'	14.03'	22.56'	S42°51'07"E 20.49'
C23	266°10'39"	60.00'	64.14'	278.74'	S47°08'52"W 87.64'
C24	174°36'45"	50.00'	1062.69'	152.38'	S50°11'59"E 99.89'
C27	89°34'04"	15.00'	14.89'	23.45'	S83°53'27"E 21.13'

LOT AREA TABLE		
LOT. NO.	BLOCK	AREA
1	BLOCK BBB-VILLAGE 4A	11390.00
2	BLOCK BBB-VILLAGE 4A	10010.00
3	BLOCK BBB-VILLAGE 4A	10010.00
4	BLOCK BBB-VILLAGE 4A	10010.00

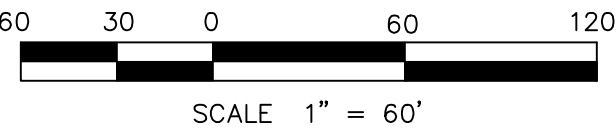
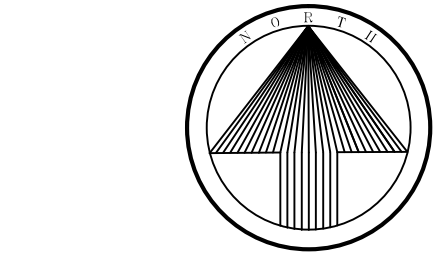
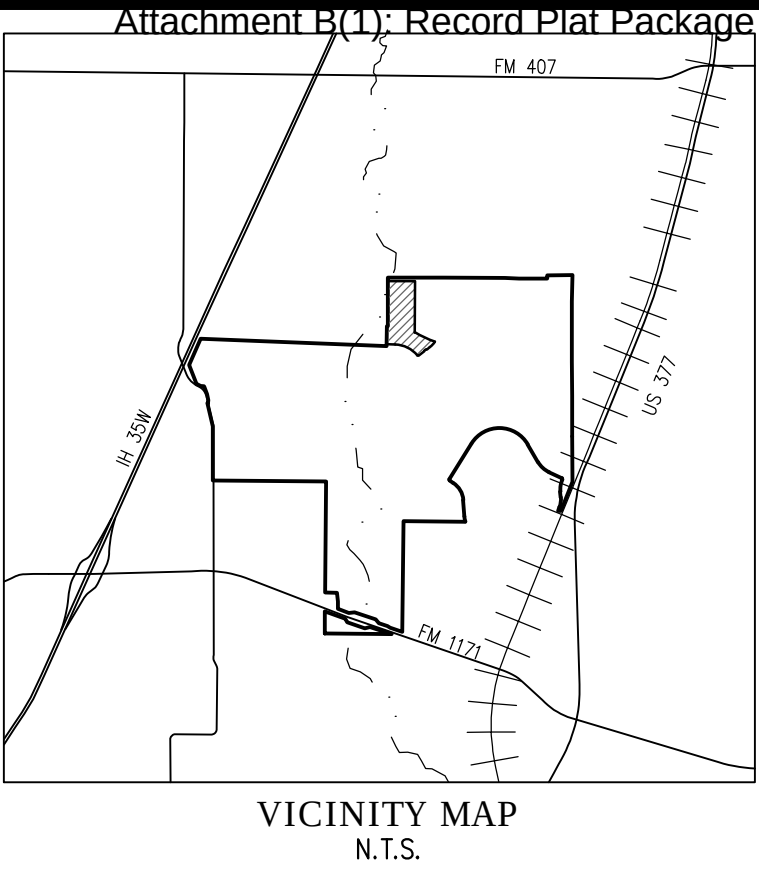
LOT AREA TABLE		
LOT. NO.	BLOCK	AREA
1X	BLOCK AAA-VILLAGE 4A	13525.21
2	BLOCK AAA-VILLAGE 4A	19196.99
3	BLOCK AAA-VILLAGE 4A	16701.77
4	BLOCK AAA-VILLAGE 4A	14122.85
5	BLOCK AAA-VILLAGE 4A	12508.89
6	BLOCK AAA-VILLAGE 4A	11710.35
7	BLOCK AAA-VILLAGE 4A	11642.03
8	BLOCK AAA-VILLAGE 4A	17585.10
9	BLOCK AAA-VILLAGE 4A	10317.55
10	BLOCK AAA-VILLAGE 4A	10010.00
11	BLOCK AAA-VILLAGE 4A	10010.00
12	BLOCK AAA-VILLAGE 4A	10010.00
13	BLOCK AAA-VILLAGE 4A	10010.00
14	BLOCK AAA-VILLAGE 4A	10010.00
15	BLOCK AAA-VILLAGE 4A	10010.00
16	BLOCK AAA-VILLAGE 4A	10010.00
17	BLOCK AAA-VILLAGE 4A	10010.00
18	BLOCK AAA-VILLAGE 4A	10010.00
19	BLOCK AAA-VILLAGE 4A	10010.00
20	BLOCK AAA-VILLAGE 4A	10010.05

LOT AREA TABLE		
LOT. NO.	BLOCK	AREA
1	BLOCK ZZ-VILLAGE 4A	14898.87
2	BLOCK ZZ-VILLAGE 4A	10010.00
3	BLOCK ZZ-VILLAGE 4A	10010.00
4	BLOCK ZZ-VILLAGE 4A	10095.80
5	BLOCK ZZ-VILLAGE 4A	10010.00
6	BLOCK ZZ-VILLAGE 4A	10010.00
7	BLOCK ZZ-VILLAGE 4A	10010.00
8	BLOCK ZZ-VILLAGE 4A	10010.00
9	BLOCK ZZ-VILLAGE 4A	10010.00
10	BLOCK ZZ-VILLAGE 4A	10010.00
11	BLOCK ZZ-VILLAGE 4A	10010.00
12	BLOCK ZZ-VILLAGE 4A	10272.95
13	BLOCK ZZ-VILLAGE 4A	10010.00
14	BLOCK ZZ-VILLAGE 4A	10010.00
15	BLOCK ZZ-VILLAGE 4A	10010.00
16	BLOCK ZZ-VILLAGE 4A	10010.00
17	BLOCK ZZ-VILLAGE 4A	10520.11
18X	BLOCK ZZ-VILLAGE 4A	38152.73

LOT/BLOCK ANALYSIS FOR VILLAGE 4A	
SMALLEST LOT SIZE (SF)	10,004
LARGEST LOT SIZE (SF)	19,197
AVERAGE LOT SIZE (SF)	11,114
TOTAL NO. OF LOTS	72

PARCEL TABLE FOR VILLAGE 4A			
Parcel No.	Zoning	Max. No. of Lots	Proposed No. of Lots
VILLAGE 4A	SF-10	85	72 (buildable)

NOTE:
1. BEARINGS BASED ON STATE PLANE COORDINATES (SURFACE) TEXAS NORTH CENTRAL ZONE AS OBSERVED BY TOPCON GPS. A COMBINED SCALE FACTOR OF 1.0001596 SHALL BE USED TO TRANSLATE TO NAD 83 GRID.



LEGEND	
●	1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
●	1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
<CM>	CONTROL MONUMENT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
◆	DENOTES STREET NAME CHANGE
UE	UTILITY EASEMENT
BL	BUILDING LINE
*	LOT IS LOCATED LESS THAN ONE THOUSAND FEET (1,000') FROM AN EXISTING OIL OR GAS WELL & IS SUBJECT TO THE CODES & ORDINANCES OF THE TOWN OF FLOWER MOUND

RECORD PLAT OF CANYON FALLS VILLAGE 4A

BLOCK YY, LOTS 1-32, 33X;
BLOCK ZZ, LOTS 1-17, 18X;
BLOCK AAA, LOTS 1X, 2-20;
BLOCK BBB, LOTS 1-4;

BEING 31.137 ACRES LOCATED IN THE
F. THORNTON SURVEY - ABSTRACT NO. 1422
AN ADDITION IN THE
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS
CONTAINING 72 SINGLE-FAMILY
RESIDENTIAL LOTS &
3 OPEN SPACE/HOA LOTS

Date: September 19, 2016

SHEET 1 OF 2

RECORDING INFORMATION

ENGINEER/SURVEYOR:
J. VOLK CONSULTING, INC.
830 CENTRAL PARKWAY EAST, SUITE 300
PLANO, TX 75074
972-201-3100
RYAN.REYNOLDS@JVOLKCONSULTING.COM
TBPLS FIRM NO. 10194033

OWNER:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PARKWAY
SUITE 300
HOUSTON, TX 77064
972-992-3159
BCRAMER@NEWLANDCO.COM

LEGAL DESCRIPTION:

BEING a 31.137 acre tract of land situated in the F. THORNTON SURVEY ABSTRACT NO. 1422, in the Town of Flower Mound, Denton County, Texas. Said 31.137 acres being a portion of that certain tract of land as described in deed to NASH CANYON FALLS, LLC, as recorded in Instrument Number 2015-34494, Deed Records, Denton County, Texas (D.R.D.C.T.). Said 31.137 acres being more particularly described by metes and bounds as follows:

- COMMENCING at TOWN MONUMENT #38;
- THENCE North 49 degrees 28 minutes 56 seconds West a distance of 8622.02 feet to the POINT OF BEGINNING, of the tract hereon described by metes and bounds as follows, being the beginning of a non-tangent curve to the right, whose radius is 2640.00 feet and whose long chord bears North 64 degrees 49 minutes 40 seconds West, 578.59 feet;
- THENCE along said curve to the right, through a central angle of 12 degrees 34 minutes 57 seconds, an arc length of 579.76 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE North 00 degrees 14 minutes 11 seconds East a distance of 1336.30 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE North 89 degrees 45 minutes 49 seconds West a distance of 702.00 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE South 00 degrees 33 minutes 30 seconds East a distance of 1174.68 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE North 89 degrees 25 minutes 13 seconds West a distance of 20.24 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE South 00 degrees 20 minutes 04 seconds West a distance of 470.87 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE South 88 degrees 26 minutes 35 seconds East a distance of 198.36 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the right, whose radius is 775.00 feet and whose long chord bears South 63 degrees 47 minutes 22 seconds East, 646.55 feet;
- THENCE along said curve to the right, through a central angle of 49 degrees 18 minutes 26 seconds, an arc length of 666.94 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE South 82 degrees 43 minutes 06 seconds East a distance of 27.58 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE North 53 degrees 41 minutes 56 seconds East a distance of 188.24 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE North 08 degrees 41 minutes 56 seconds East a distance of 21.21 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE North 53 degrees 41 minutes 56 seconds East a distance of 50.00 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE South 81 degrees 18 minutes 04 seconds East a distance of 21.21 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC";
- THENCE North 53 degrees 41 minutes 56 seconds East a distance of 101.30 feet to a ½ inch iron rod with a yellow plastic cap stamped "JVC", being the beginning of a curve to the left, whose radius is 520.00 feet and whose long chord bears North 43 degrees 21 minutes 45 seconds East, 186.61 feet;
- THENCE along said curve to the left, through a central angle of 20 degrees 40 minutes 23 seconds, an arc length of 187.62 feet to the POINT OF BEGINNING, and containing 31.137 acres of land, more or less.

OWNER'S CERTIFICATE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, NASH CANYON FALLS, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as CANYON FALLS – VILLAGE 10A, an addition to the Town of Flower Mound, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

BY: NASH CANYON FALLS, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: NEWLAND REAL ESTATE GROUP, LLC
A DELAWARE LIMITED LIABILITY COMPANY
IT'S AGENT

BY: _____
BRIAN CRAMER, ASSISTANT VICE PRESIDENT

STATE OF TEXAS §
COUNTY OF _____§

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires: _____

1.General

All developments of over five acres shall be required to install a geodetic control network station (monument) within the boundaries of the development. The location of the station (monument) shall be selected and approved by the Town. The entire cost of the survey and installation of the station (monument) shall be the responsibility of the developers.

2. Survey Technical Specifications

The geodetic control station (monument) shall be established utilizing Global Positioning Real Time Kinematic methods. The published results of the survey shall be in accordance with the following specifications: horizontal positions will have a positional tolerance of 0.2 feet and a vertical position shall have a positional tolerance of 0.3 feet.

3. Monument Installation Specifications

The monuments shall be constructed using Berntsen CD2 Concrete Markers (2" diameter) or equivalent. The 2" diameter domed aluminum cap shall have "THE TOWN OF FLOWER MOUND" stamped on its face in 1/8" size letters around the outside edge. The monuments typically shall be placed on drainage structures or in concrete paving utilizing Berntsen DRYLOK Fast Plug anchoring epoxy or equivalent.

4. Geodetic Control Station Data Sheet Specifications

The Town shall be furnished with both an electronic file and an 8 ½" by 11" hard copy of the monument description form. The monument description form shall have the minimum data shown and follow the format of the example monument description contained in the Standard Details.

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS:
That I, Ryan S. Reynolds, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of Town of Flower Mound, Denton County, Texas.

RYAN S. REYNOLDS, R.P.L.S.
Registered Professional Land Surveyor No. 6385

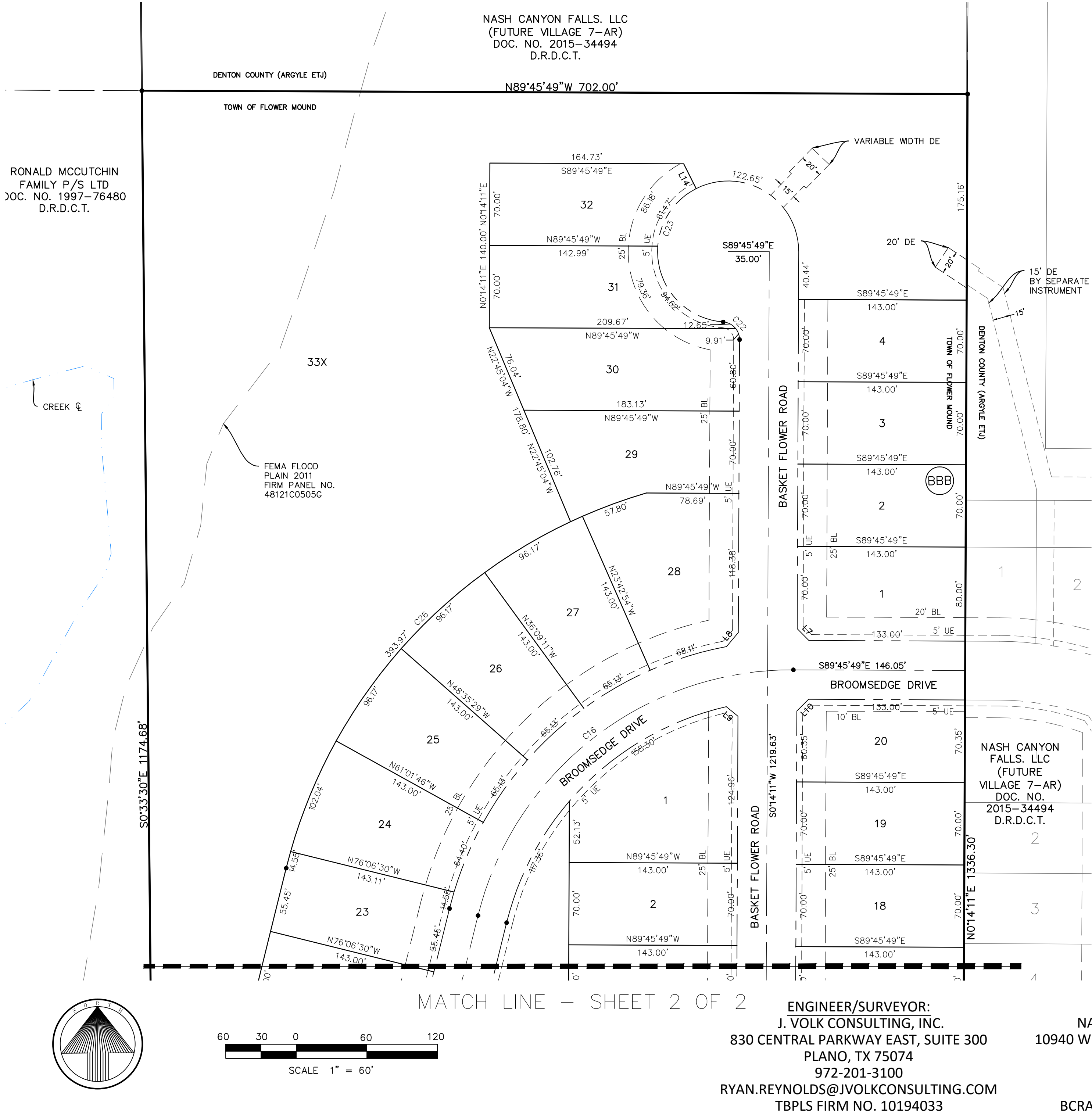
STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2016.

Notary Public in and for the State of Texas

My Commission Expires: _____



Approved:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Claudio Forest,
Chairman Planning and Zoning Commission

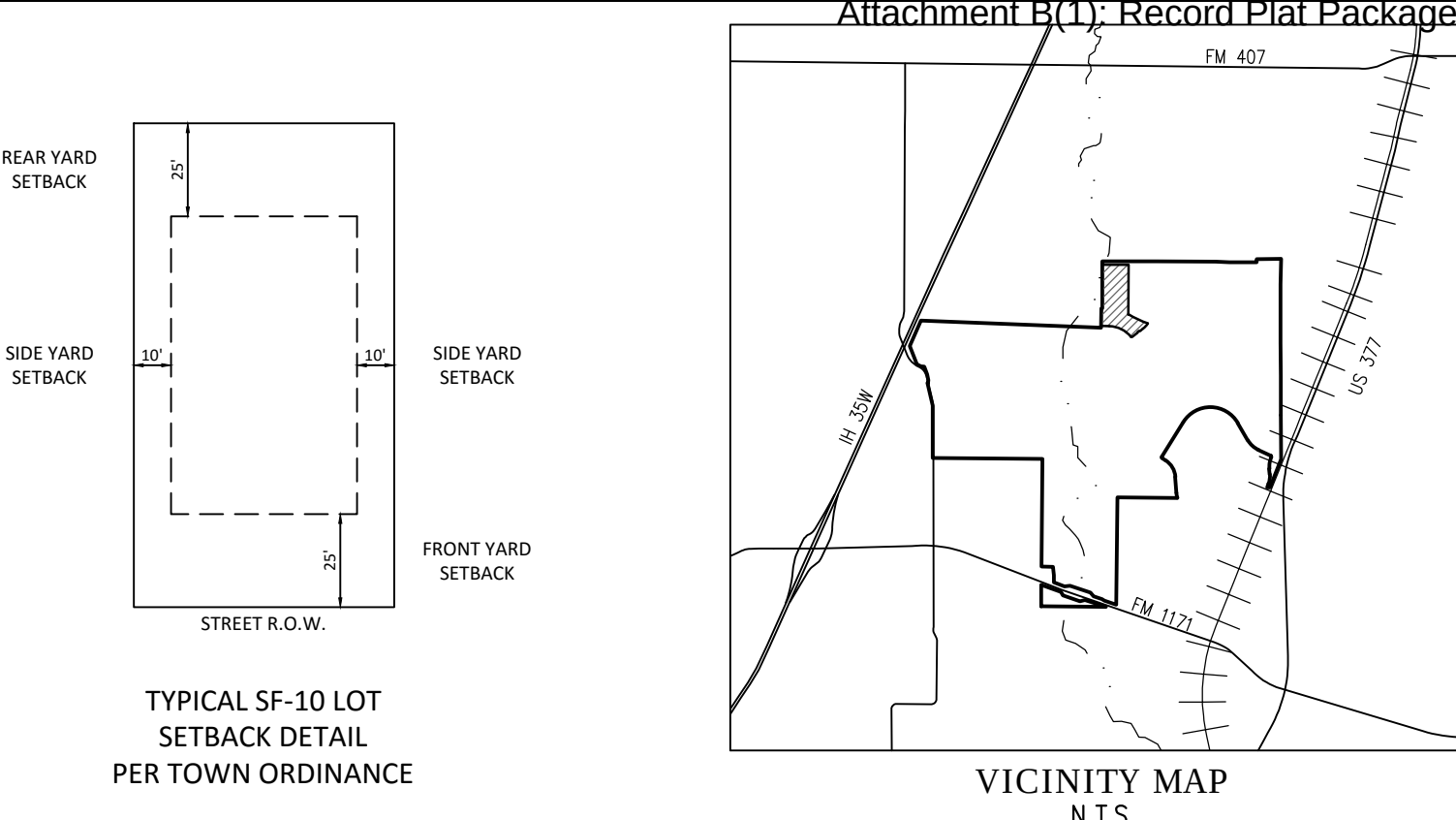
Doug Powell,
Executive Director of Development Services

_____, 2016
Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound



NOTES:

1. THE BEARINGS CONTAINED HEREIN ARE BASED UPON THE DEED TO NASH CANYON FALLS, LLC, RECORDED IN INSTRUMENT NO. 2015-34494 OF THE DEED RECORDS OF DENTON COUNTY, TX (D.R.D.C.T.).
2. ALL LOT CORNERS MONUMENTED WITH A 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "JVC" UNLESS OTHERWISE NOTED.
3. TOWN MONUMENT USED IS #38.
4. PURSUANT TO THE ORDINANCE NO. 36-92 OF THE TOWN OF FLOWER MOUND, TEXAS, A MANDATORY HOMEOWNERS ASSOCIATION SHALL BE ESTABLISHED AND CREATED TO ASSUME AND BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF DRAINAGE EASEMENTS, LANDSCAPING SYSTEMS OR THEIR PHYSICAL FACILITIES OF GROUND HELD IN COMMON AND NECESSARY OR DESIRABLE FOR THE WELFARE OF THE AREA OF SUBDIVISION OR THAT ARE OF COMMON USE OR BENEFIT. SAID MANDATORY HOMEOWNERS'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE CONTINUOUS AND PERPETUAL OPERATION MAINTENANCE AND/OR SUPERVISION OF THE LANDSCAPE SYSTEMS, FEATURES OR ELEMENTS LOCATED IN PARKWAY COMMON AREA, BETWEEN SCREENING WALLS OR LIVING SCREENS AND ADJACENT CURBS OR STREET PAVEMENT EDGES, ADJACENT TO DRAINAGE WAYS OR DRAINAGE STRUCTURES, OR AT SUBDIVISION ENTRYWAYS.
5. ALL X-LOTS ARE UNBUILDABLE AND SHALL BE DEDICATED TO AND MAINTAINED BY THE HOA. ALL X-LOTS SHALL ALSO BE DEDICATED AS WATER, SEWER, PRIVATE DRAINAGE AND PEDESTRIAN ACCESS EASEMENTS.
6. WALL MAINTENANCE EASEMENTS SHALL BE DEDICATED TO THE HOA FOR PERPETUAL MAINTENANCE.
7. ANY FENCE CONSTRUCTED ADJACENT AND/OR PARALLEL TO OPEN SPACE SHALL CONSIST OF WROUGHT IRON OR TUBULAR STEEL.
8. ALL RETAINING WALLS, TURN DOWN CURBS & TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
9. THIS PROJECT IS SUBJECT TO PD 98.
10. PERPETUAL MAINTENANCE OF THE EIGHT (8) FOOT TOWN TRAIL WILL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.

RECORD PLAT
OF
**CANYON FALLS
VILLAGE 4A**

BLOCK YY, LOTS 1-32, 33X;
BLOCK ZZ, LOTS 1-17, 18X;
BLOCK AAA, LOTS 1X, 2-20;
BLOCK BBB, LOTS 1-4;

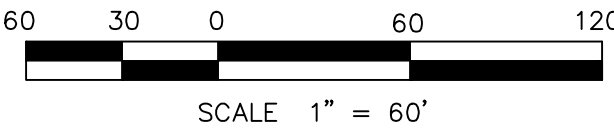
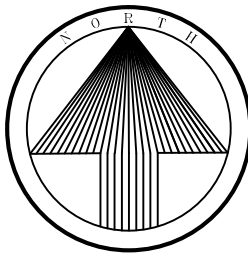
BEING 31.137 ACRES LOCATED IN THE
F. THORNTON SURVEY - ABSTRACT NO. 1422
AN ADDITION IN THE
TOWN OF FLOWER MOUND,
DENTON COUNTY, TEXAS
CONTAINING 72 SINGLE-FAMILY
RESIDENTIAL LOTS &
3 OPEN SPACE/HOA LOTS

Date: September 19, 2016

SHEET 2 OF 2

RECORDING INFORMATION

MASTER PLAN FEATURES	
Land Use Plan	Denton Creek District
Specific Plans	Not within a Specific Area Plan
Urban Design Plan	Denton Creek District
Parks & Trails	Denton Creek District
Open Space Plan	N/A
Thoroughfare Plan	FM 1171 & US 377-Major Arterials, Canyon Falls Dr. & Denton Creek Blvd.-Urban Minor Arterials, St. Clair-Urban Collector
Water Plan	Denton Creek District Service Area
Wastewater Plan	Denton Creek District Service Area



ENGINEER/SURVEYOR:
J. VOLK CONSULTING, INC.
830 CENTRAL PARKWAY EAST, SUITE 300
PLANO, TX 75074
972-201-3100
RYAN.REYNOLDS@JVOLKCONSULTING.COM
TBPLS FIRM NO. 10194033

OWNER:
NASH CANYON FALLS, LLC
10940 WEST SAM HOUSTON PARKWAY
SUITE 300
HOUSTON, TX 77064
972-992-3159
BCRAMER@NEWLANDCO.COM

F

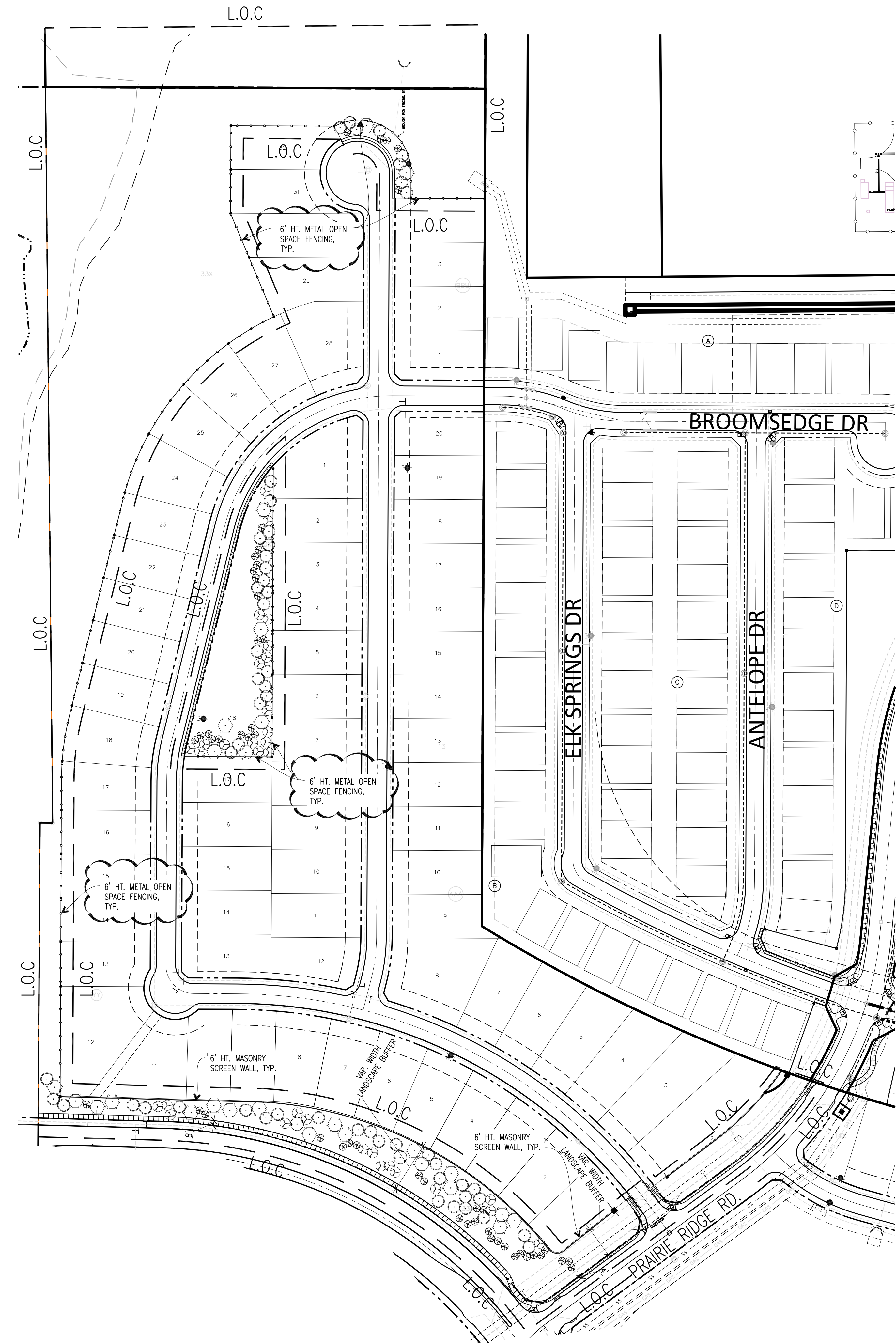
E

D

C

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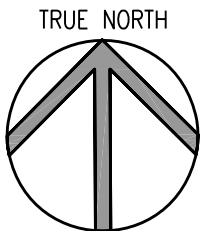


- GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
 - SHADED WALKS TO BE INSTALLED PER TOWN OF FLOWER MOUND STANDARD FOR TOWN REQUIRED 8' MULTI-USE TRAIL
 - REF. CIVIL FOR ALL BARRIER FREE RAMPS



A4 OVERALL LANDSCAPE PLANTING PLAN
1"=100'

SCALE: 1"=100'
0 50 100 200



OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy., North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC
DALLAS, TX 75201
T (214) 468-7600
F (214) 446-0951
www.CallisonRTKL.com

FOR REVIEW ONLY
NOT FOR REGULATORY
APPROVAL, PERMITTING
OR CONSTRUCTION

DATE:10/11/2016
BRIAN ADAMS
TEXAS RLA NO.1676

CALLISON
AN ARCADIS COMPANY

CALLISON, LLC
www.callison.com

CANYON FALLS
VILLAGE 4A
Town of Flower Mound, Texas

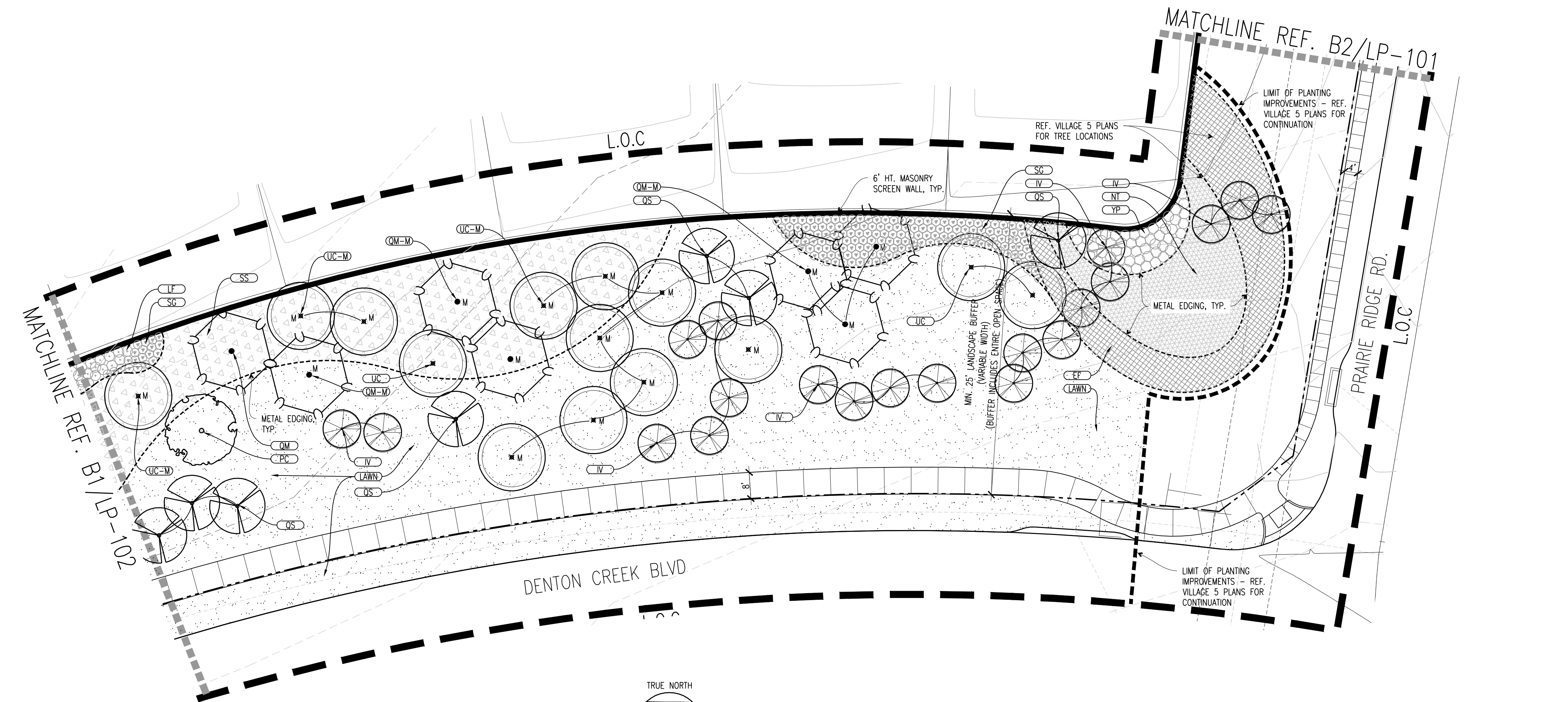
PROJECT 217098.00

ISSUED / REVISED	DATE
CITY SUBMITTAL	05/27/2016
CITY SUBMITTAL	06/29/2016
CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

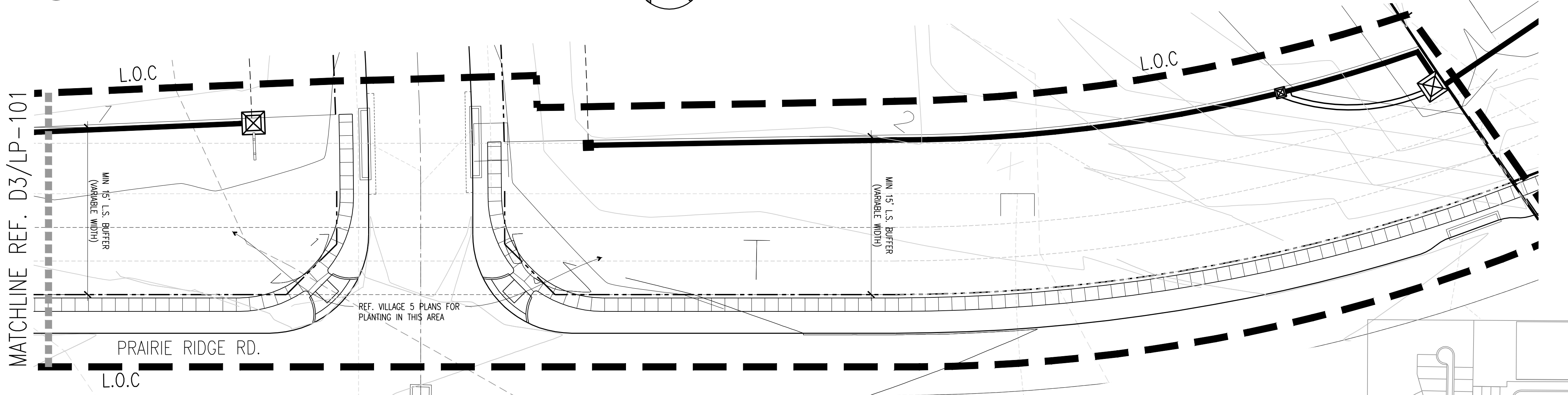
OVERALL TREE PLANTING PLAN

LP-100

F
E
D
C
B
A



D3 LANDSCAPE PLANTING PLAN SCALE: 1"=20' 0 10 20 40 TRUE NORTH



B2 LANDSCAPE PLANTING PLAN SCALE: 1"=20' 0 10 20 40 TRUE NORTH

- GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
 - SHADED WALKS TO BE INSTALLED PER TOWN OF FLOWER MOUND STANDARD FOR TOWN REQUIRED 8' MULTI-USE TRAIL
 - REF. CIVIL FOR ALL BARRIER FREE RAMPS



KEY PLAN

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston Pkwy., North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
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DATE:10/11/2016
BRIAN ADAMS
TEXAS RLA NO.1676

CALLISON
AN ARCADIS COMPANY
CALLISON, LLC
www.callison.com

CANYON FALLS
VILLAGE 4A
Town of Flower Mound, Texas
PROJECT 217098.00

ISSUED / REVISED	DATE
CITY SUBMITTAL	05/27/2016
CITY SUBMITTAL	06/29/2016
CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

LANDSCAPE PLANTING PLAN

LP-101

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC
DALLAS, TX 75201
T (214) 468-7600
F (214) 446-0951
www.CallisonRTKL.com

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CALLISON
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CALLISON, LLC
www.callison.com

CANYON FALLS

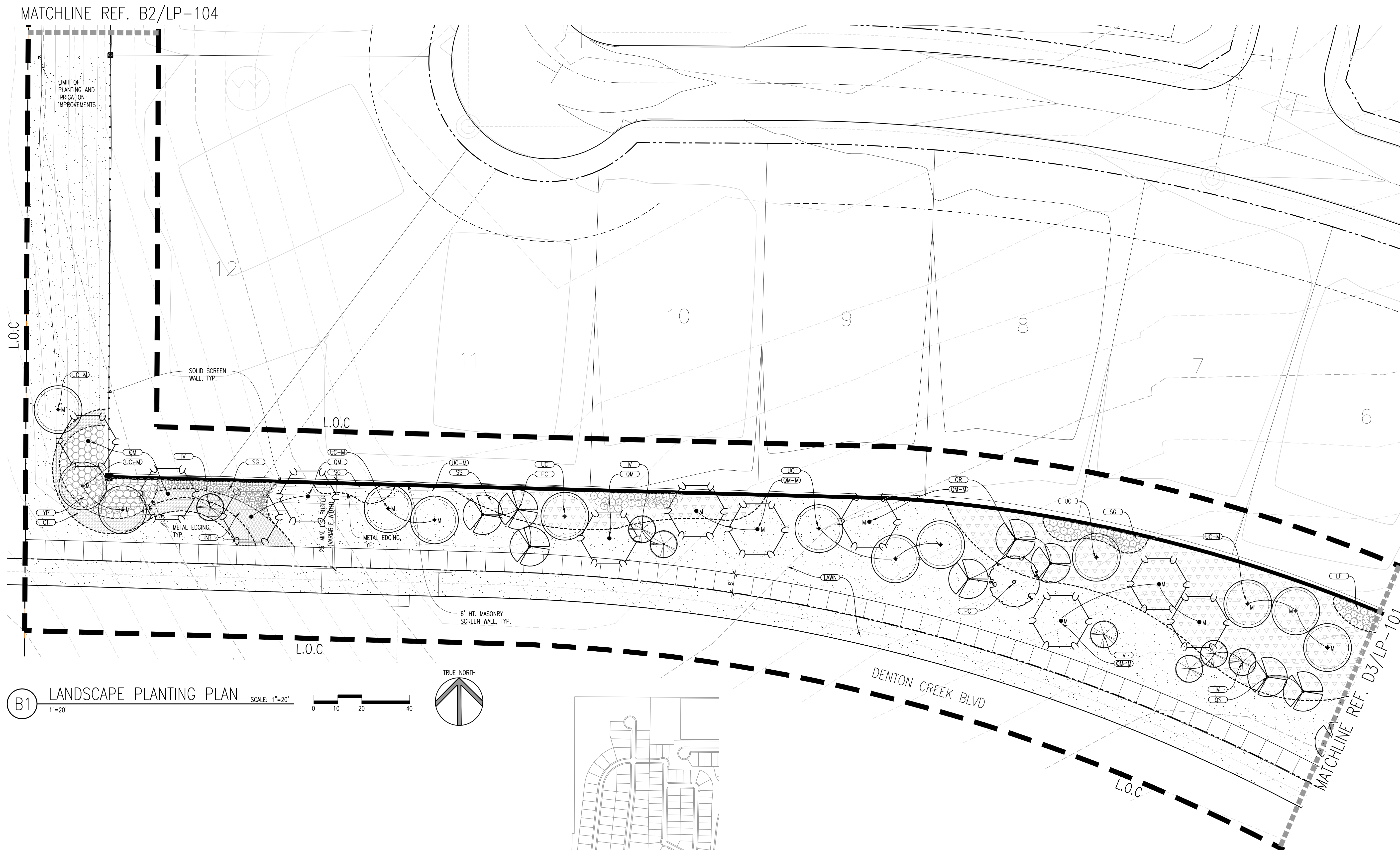
Town of Flower Mound, Texas

PROJECT 217098 00

	ISSUED / REVISED	DATE
	CITY SUBMITTAL	05/27/2016
	CITY SUBMITTAL	06/29/2016
1	CITY SUBMITTAL	08/23/2016
2	CITY SUBMITTAL	09/23/2016
3	CITY SUBMITTAL	10/11/2016

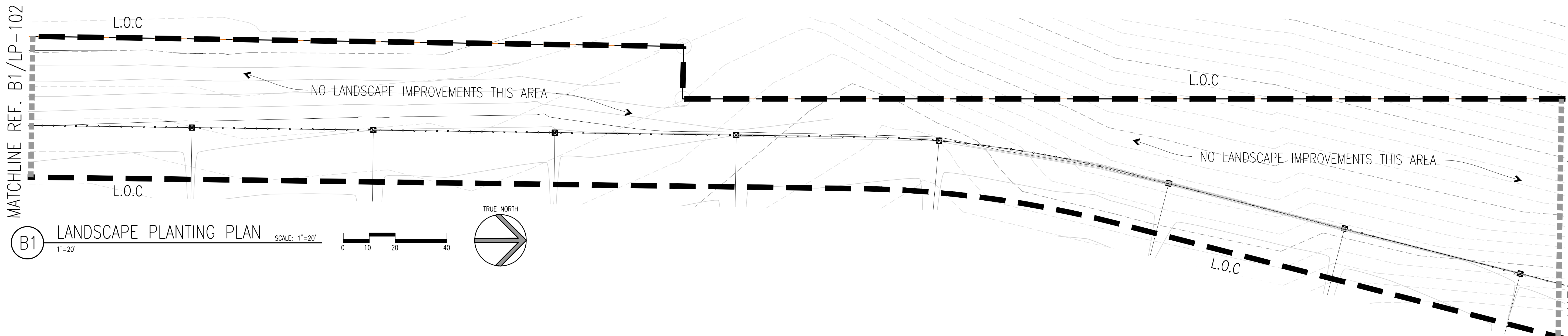
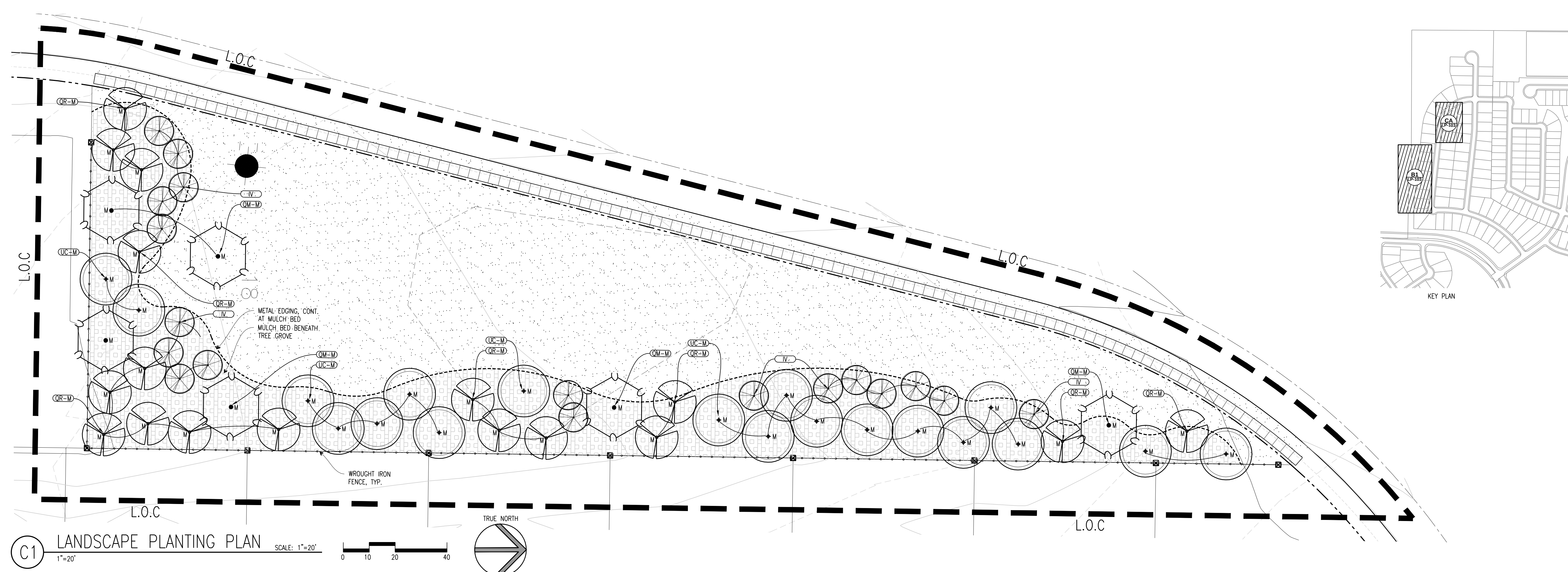
LANDSCAPE PLANTING PLAN

LP-102



GENERAL NOTES:

- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
- SHADED WALKS TO BE INSTALLED PER TOWN OF FLOWER MOUND STANDARD FOR TOWN REQUIRED 8' MULTI-USE TRAIL
- REF. CIVIL FOR ALL BARRIER FREE RAMPS



- GENERAL NOTES:**
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
 - SHADE WALKS TO BE INSTALLED PER TOWN OF FLOWER MOUND
 - STANDARD FOR TOWN REQUIRED 8' MULTI-USE TRAIL
 - REF. CIVIL FOR ALL BARRIER FREE RAMPS



OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy., North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

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CALLISON, LLC
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CANYON FALLS
VILLAGE 4A
Town of Flower Mound, Texas

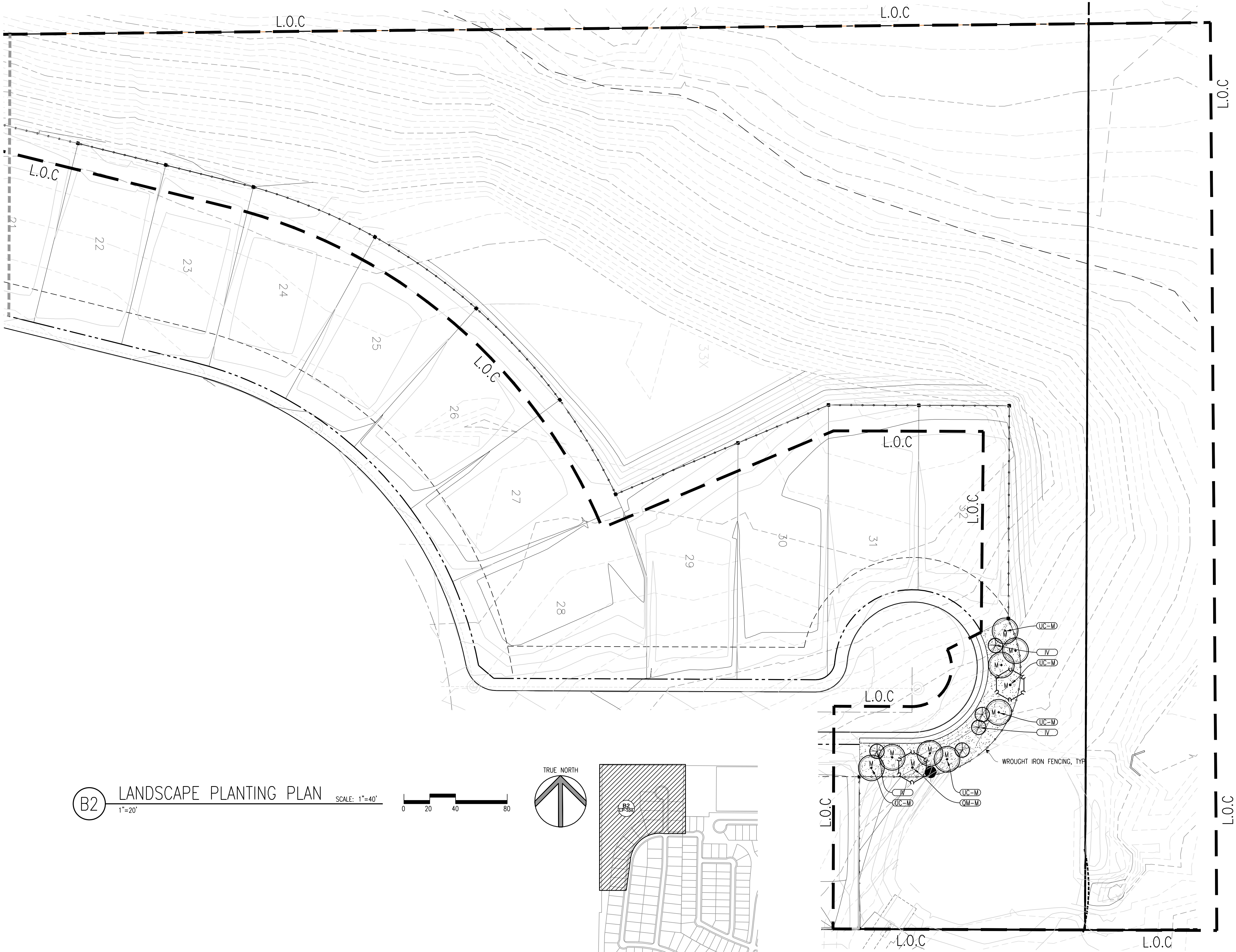
PROJECT 2170988.00

ISSUED / REVISED	DATE
CITY SUBMITTAL	05/27/2016
CITY SUBMITTAL	06/29/2016
CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

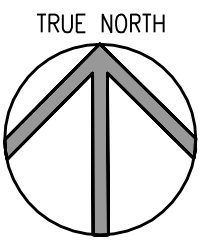
LANDSCAPE PLANTING PLAN

LP-103

MATCHLINE REF. D1/LP-102



B2 LANDSCAPE PLANTING PLAN SCALE: 1"=40'



- GENERAL NOTES:
- ALL SIDEWALKS AND TRAILS TO HAVE A MAXIMUM 5% LONGITUDINAL SLOPE AND A MAXIMUM 2% CROSS SLOPE
 - SHADED WALKS TO BE INSTALLED PER TOWN OF FLOWER MOUND
 - STANDARD FOR TOWN REQUIRED 8' MULTI-USE TRAIL
 - REF. CIVIL FOR ALL BARRIER FREE RAMPS

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy., North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
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DATE: 10/11/2016
BRIAN ADAMS
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CALLISON
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CALLISON, LLC
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CANYON FALLS
VILLAGE 4A
Town of Flower Mound, Texas
PROJECT 217098.00

ISSUED / REVISED	DATE
CITY SUBMITTAL	05/27/2016
CITY SUBMITTAL	06/29/2016
CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

LANDSCAPE PLANTING PLAN

LP-104

F

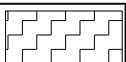
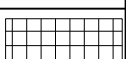
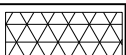
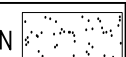
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D

C

B

A

PLANTING SCHEDULE							
LABEL	QUANTITY	BOTANICAL/COMMON NAME	CAL.	HT.	SPREAD	CONT.	REMARKS
CANOPY TREES							
QM 	6	QUERCUS MACROCARPA / BUR OAK	4"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT TRUNK
QM-M 	20	MITIGATION QUERCUS MACROCARPA / BUR OAK	4"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT TRUNK
PC 	2	PISTACIA CHINENSIS/ CHINESE PISTACHE	4"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT TRUNK
QS 	15	QUERCUS SHUMARDII / SHUMARD OAK	4"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT TRUNK
QS-M 	17	MITIGATION QUERCUS SHUMARDII / SHUMARD OAK	4"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT TRUNK
UC 	8	ULMUS CRASSIFOLIA / CEDAR ELM	4"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT TRUNK
UC-M 	44	MITIGATION ULMUS CRASSIFOLIA / CEDAR ELM	4"	10'-12'	4'-5'	B&B	FULL & MATCHED, STRAIGHT TRUNK
UNDERSTORY TREES							
ID 	0	ILEX DECIDUA / POSSUMHAW HOLLY	-	5'-6'	3'-3.5'	45 GAL.	TREE FORM, FEMALE, MULTI-TRUNK
JV 	0	JUNIPERUS VIRGINIANA / EASTERN RED CEDAR	2"	6'-8'	4'-5'	45 GAL.	SINGLE-TRUNK
IV 	46	ILEX VOMITORIA / YAUPON HOLLY	-	5'-6'	3'-3.5'	45 GAL.	TREE FORM, MULTI-TRUNK
SHRUBS							
YP 	170	YUCCA PENDULOSA / SOFT LEAF YUCCA		24"	18"	3 GAL.	36" O.C., AS SHOWN ON PLANS
SG 	280	SALVIA GREGGII A. GRAY / AUTUMN SAGE HOT LIPS		12"	12"-18"	3 GAL.	36" O.C., AS SHOWN ON PLANS
LF 	100	LEUCOPHYLLUM FRUTESCENS 'RIO BRAVO'/TEXAS SAGE 'RIO BRAVO'		24"	18"	3 GAL.	54" O.C., TRIANG. SPACED, FULL PLANT
GROUND COVER							
CD 	1714	CAREX DIVULSA / BERKELEY SEDGE		8"-10"	8"-12"	1 GAL.	18" O.C., TRIANG. SPACED, MIN. 4 RUNNERS, FULL PLANT
EF 	1793	EUONYMUS FORTUNEI "COLORATUS"/ PURPLE WINTERCREEPER		6"-8"	6"-8"	1 GAL.	18" O.C., TRIANG. SPACED, MIN. 4 RUNNERS, FULL PLANT
PERENNIAL							
LN 	969	LANTANA SP. 'NEW GOLD' / NEW GOLD LANTANA		8"	12"	1 GAL.	24" O.C., TRIANG SPACED (OR AS SHOWN ON PLANS)
GRASSES							
NT 	1303	NASELLA TENUSSIMA / MEXICAN FEATHER GRASS		8"-10"	8"-12"	1 GAL.	18" O.C., TRIANG. SPACED, FULL AND WELL ROOTED
SEEDED GRASSES							
LAWN 	122272 SF	CYNODON DACTYLON / BERMUDA GRASS	HYDROMULCH				
SS 	11,285 SF	SCHIZACHYRIUM SCOPARIUM (MICHX.) NASH/ LITTLE BLUESTEM	HYDROMULCH				
STEEL EDGE							
E1	METAL EDGING						

STREET BUFFER LANDSCAPING		
STREET NAME	REQUIRED WIDTH	PROVIDED
DENTON CREEK BLVD	25'	25'
PRAIRIE RIDGE ROAD	15'	MIN. 15'

3

TOTAL INCHES PROVIDED THIS PHASE
324
(81 TREES @ 4" EACH)

STREET BUFFER TREES (1 TREE PER 30 LF.)			
STREET NAME	FRONTAGE (LF)	REQUIRED TREES	PROVIDED
DENTON CREEK BLVD	857'	29	29 SHADE TREES, 31 MITIGATION TREES, 29 ORNAMENTAL TREES
PRAIRIE RIDGE ROAD	658'	22	PROVIDED WITH VILLAGE 5 PLANS

STREET BUFFER SHRUBS (10 SHRUBS PER 50 LF.)			
STREET NAME	FRONTAGE (LF)	REQUIRED	PROVIDED
DENTON CREEK BLVD	857	172	185

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy., North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
CALLISON, LLC
1717 PACIFIC
DALLAS, TX 75201
T (214) 468-7600
F (214) 448-0951
www.CallisonRTKL.com

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OR CONSTRUCTION

DATE:10/11/2016
BRIAN ADAMS
TEXAS RLA NO.1676

CALLISON
AN ARCADIS COMPANY

CALLISON, LLC
www.callison.com

CANYON FALLS
VILLAGE 4A
Town of Flower Mound, Texas

PROJECT 217098.00

ISSUED / REVISED	DATE
CITY SUBMITTAL	05/27/2016
CITY SUBMITTAL	06/29/2016
CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

PLANT SCHEDULE

LP-601

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy., North, Suite 300
Houston, TX 77064
T 713 575 9000
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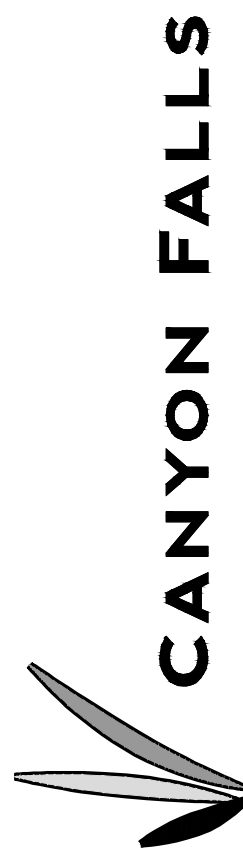
LANDSCAPE ARCHITECT:
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Town of Flower Mound, Texas

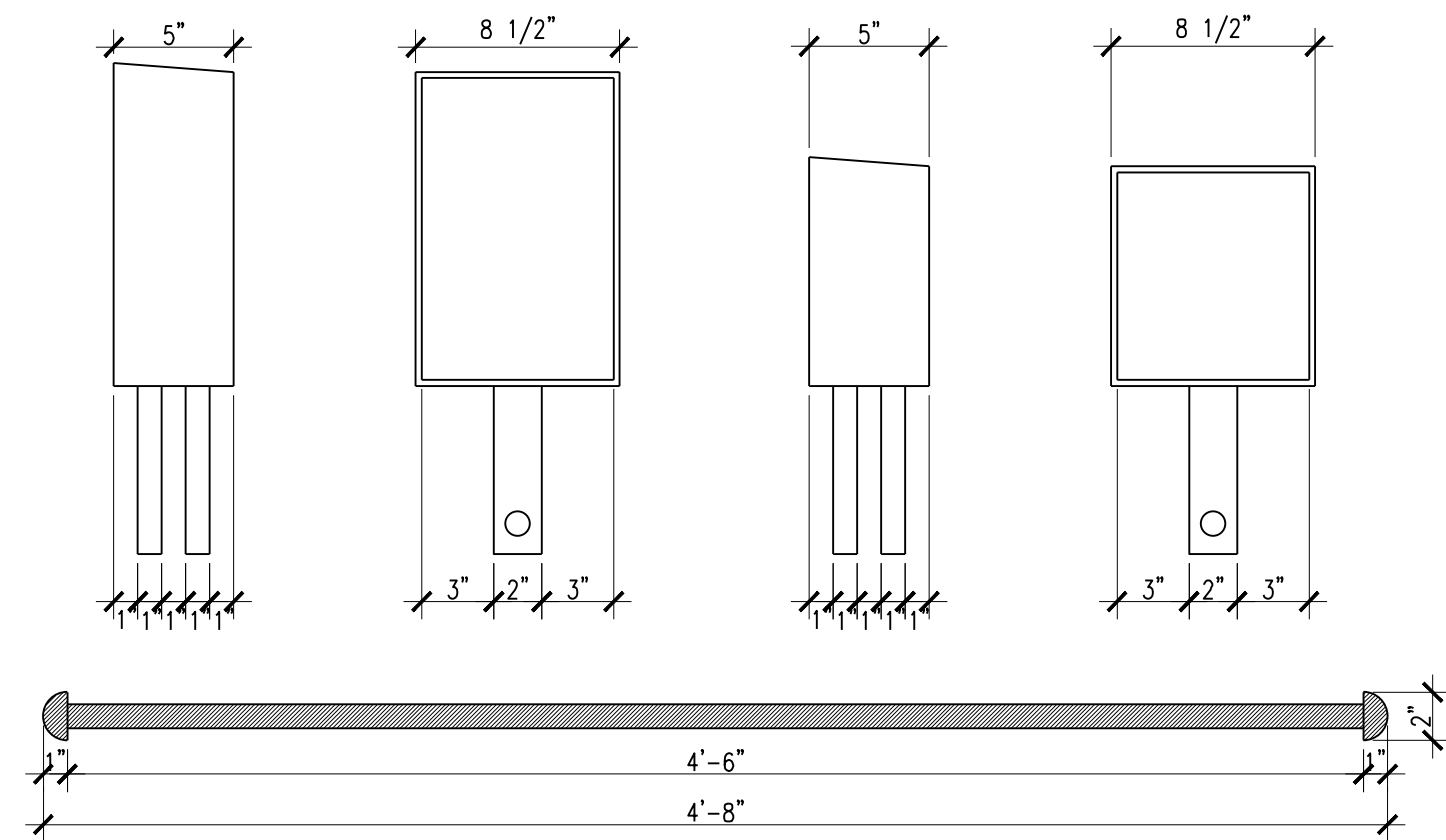
PROJECT 217098.00

ISSUED / REVISED	DATE
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CITY SUBMITTAL	06/29/2016
CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

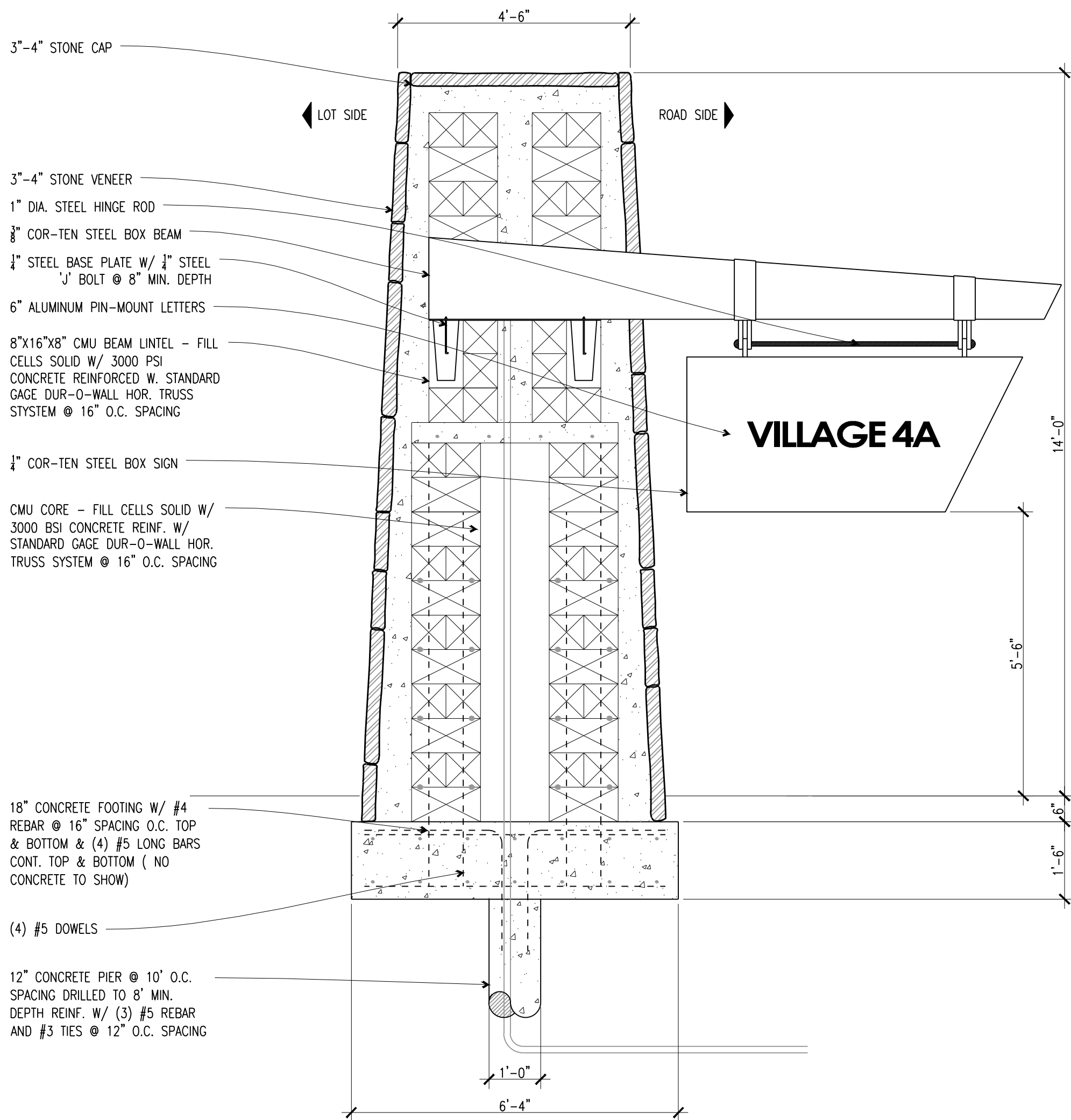


MATERIAL SCHEDULE

MATERIALS SCHEDULE							
SYMBOL	TAG	DESCRIPTION	MATERIAL / PRODUCT	COLOR	FINISH / PATTERN	CONTACT INFO	NOTES
CONCRETE							
	C1	PEDESTRIAN CONCRETE PAVING	4" THICK PLAIN GRAY CONCRETE	NATURAL/GRAY	MEDIUM BROOM (U.N.O.)	CONTRACTOR CHOICE	REF. PLANS FOR JOINT LAYOUT; REF. DETAIL A7/LS-501
	C2	PEDESTRIAN CONCRETE PAVING FOR TOWN REQUIRED 8' MULTI-USE TRAIL	5 ½" THICK PLAIN GRAY CONCRETE	NATURAL/GRAY	HEAVY BROOM (U.N.O.)	CONTRACTOR CHOICE	INSTALL PER TOWN OF FLOWER MOUND STANDARD; CONTRACTOR RESPONSIBLE FOR ALL REQUIRED APPROVALS AND INSPECTIONS BY TOWN; REF. DETAIL A7/LS-501
EDGING							
	E1	METAL EDGING	¾" x 4" STEEL EDGING	BLACK	PAINTED	J.D. RUSSELL OR EQUAL	REF. PLANS FOR LOCATIONS; REF. DETAIL A3/LP-501
FENCING							
	F1	6' HEIGHT OPEN VIEW FENCING AT THOROUGHFARE/LOTS	6" WROUGHT-IRON FENCING TO MATCH EXISTING	TIGER DRYLAC RAL 8007 TO MATCH CORTEN MONUMENTS	POWDER COATED	COMPANY: PARKSCAPE CONTACT: AARON CRAIG PHONE: 817-379-2721	REF. PLANS FOR LOCATIONS; REF. DETAIL E9/LS-504
	F2	6' HEIGHT OPEN VIEW FENCING OPEN SPACE	6" WROUGHT-IRON FENCING TO MATCH EXISTING	TIGER DRYLAC RAL 8007 TO MATCH CORTEN MONUMENTS	POWDER COATED	COMPANY: PARKSCAPE CONTACT: AARON CRAIG PHONE: 817-379-2721	REF. PLANS FOR LOCATIONS; REF. DETAIL E7/LS-504
MISCELLANEOUS							
	M1	GRAVEL PAVING	DECOMPOSED GRANITE	NATURAL	COMPACTED IN 2" LIFTS w/ STABILIZER ADDITIVE	CONTRACTOR CHOICE	SUBMIT SAMPLE FOR APPROVAL; INSTALL PER MANUFACTURER'S SPECIFICATIONS
	M2	LANDSCAPE BOULDERS	EXCAVATED ON SITE BOULDERS	SALVAGED ON-SITE	CHOPPED	CONTRACTOR CHOICE	BOULDERS PLACED IN EXISTING DRAINAGE DITCH
	M3	POND AERATOR	AIR PRO AERATOR WITH 4 DIFFUSERS	N/A	N/A	Kevin Bardsley, Woodlake Outdoor	REF. PLAN FOR LOCATION CONTRACTOR TO PROVIDE ELECTRICAL SERVICE TO AERATOR EQUIPMENT AS REQUIRED
WALLS							
	W1	STONE SCREEN WALL	6" HEIGHT STONE WALL TO MATCH EXISTING	MATCH EXISTING	MATCH EXISTING	COMPANY: PARKSCAPE CONTACT: AARON CRAIG PHONE: 817-379-2721	REF. PLANS FOR LOCATION
	W2	STONE SCREEN WALL COLUMN	ENHANCED STONE END COLUMN TO MATCH EXISTING	MATCH EXISTING	MATCH EXISTING	COMPANY: PARKSCAPE CONTACT: AARON CRAIG PHONE: 817-379-2721	REF. PLANS FOR LOCATION
	W3	24" STONE COLUMN @ OPEN VIEW FENCING	STONE COLUMN TO MATCH EXISTING COLUMNS AT FENCING LOCATIONS	MATCH EXISTING	MATCH EXISTING	COMPANY: PARKSCAPE CONTACT: AARON CRAIG PHONE: 817-379-2721	REF. PLANS FOR LOCATION
	W4	STONE VENEER MONUMENT WALLS	ENTRY MONUMENT WALLS TO MATCH EXISTING	MATCH EXISTING	MATCH EXISTING	COMPANY: PARKSCAPE CONTACT: AARON CRAIG PHONE: 817-379-2721	REF. PLANS FOR LOCATION
	W5	36" STONE COLUMN @ STREET FRONTAGE	STONE COLUMN TO MATCH EXISTING COLUMNS AT FENCING LOCATIONS	MATCH EXISTING	MATCH EXISTING	COMPANY: PARKSCAPE CONTACT: AARON CRAIG PHONE: 817-379-2721	REF. PLANS FOR LOCATION

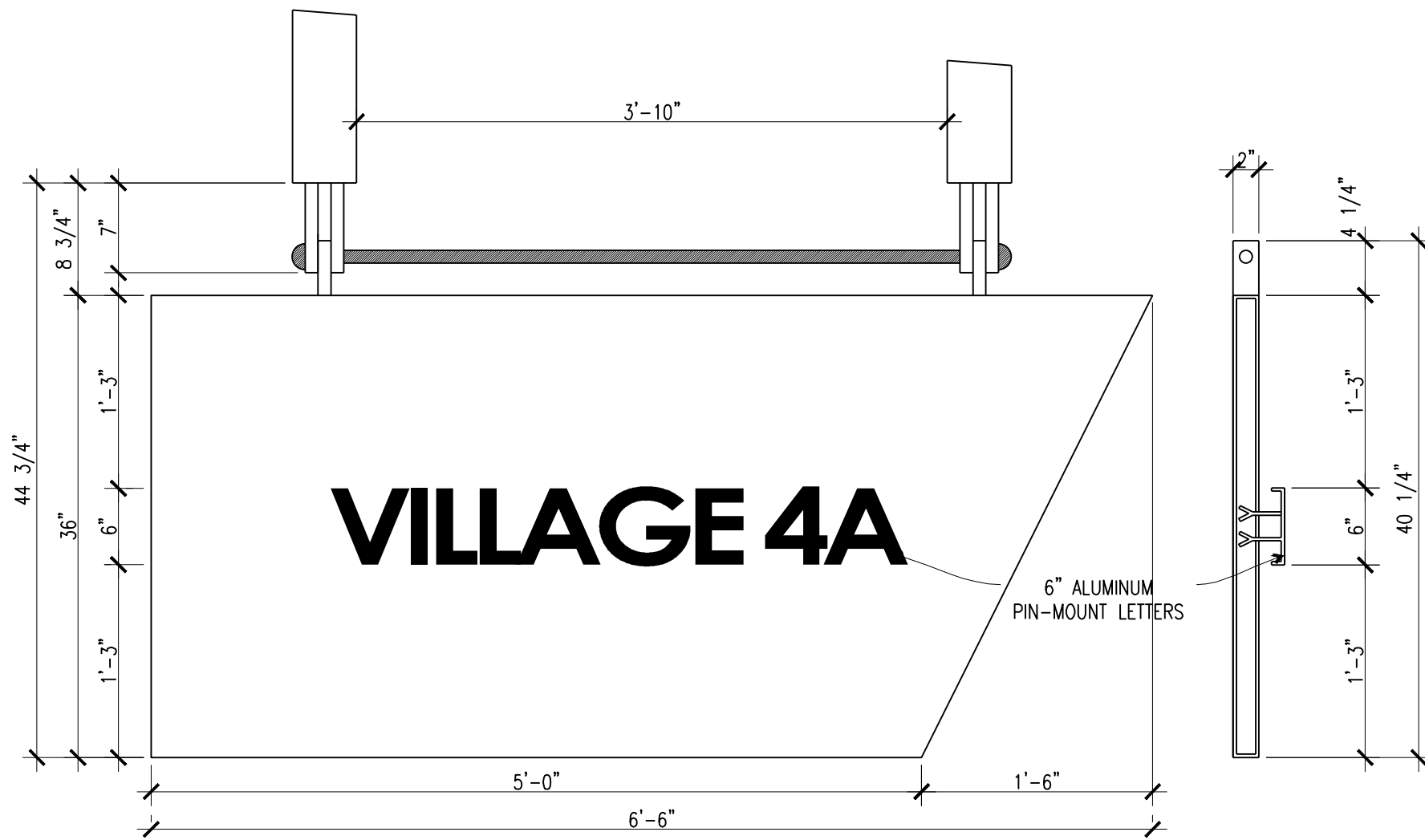


E1 SOUTH MONUMENT MOUNT DETAIL
1 1/2" = 1'-0"

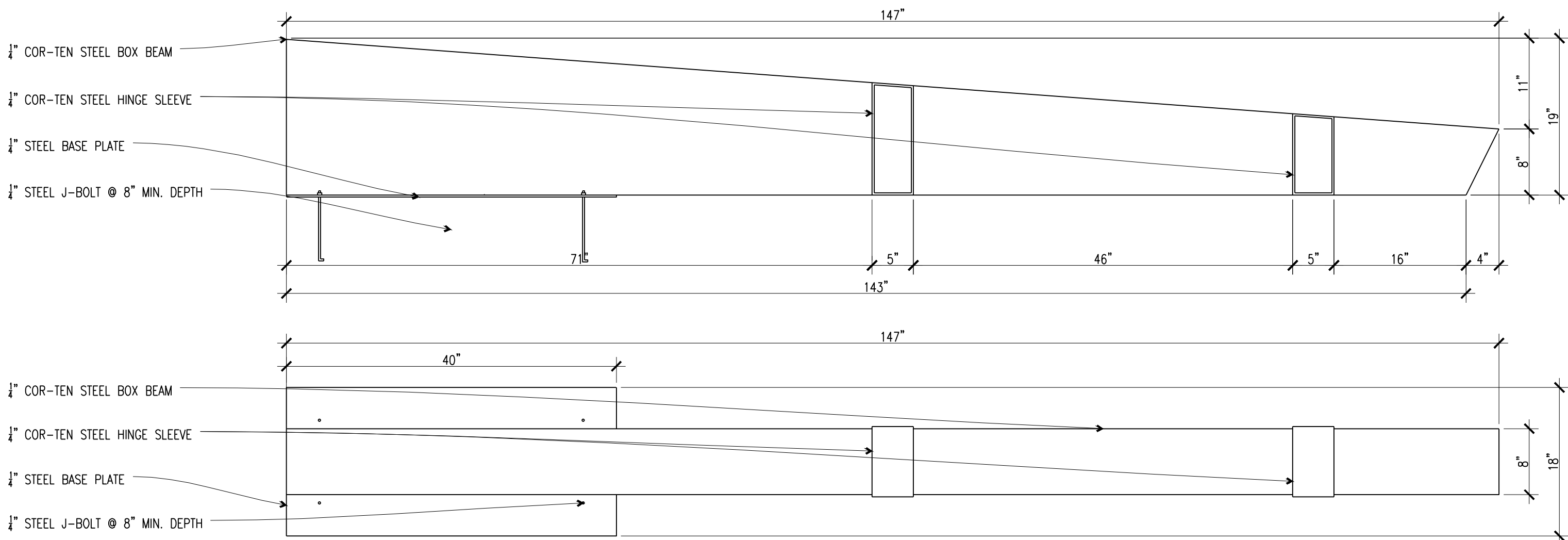


A1 SOUTH MONUMENT COLUMN AND SIGN PANEL
1/2" = 1'-0"

DETAIL NUMBER



C5 SOUTH MONUMENT COR-TEN BOX SIGN AND LETTERS
1" = 1'-0"



A5 SOUTH MONUMENT COR-TEN BEAM PLAN + ELEVATION
1" = 1'-0"

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CANYON FALLS
VILLAGE 4A
Town of Flower Mound, Texas
PROJECT 217098.00

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CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

PLANTING DETAILS

LS-501

OWNER:
NASH CANYON FALLS, LLC
10940 W. Sam Houston
Pkwy, North, Suite 300
Houston, TX 77064
T 713 575 9000
C 214 734 5924

LANDSCAPE ARCHITECT:
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DATE: 10/11/2016
BRIAN ADAMS
TEXAS RLA NO. 1676

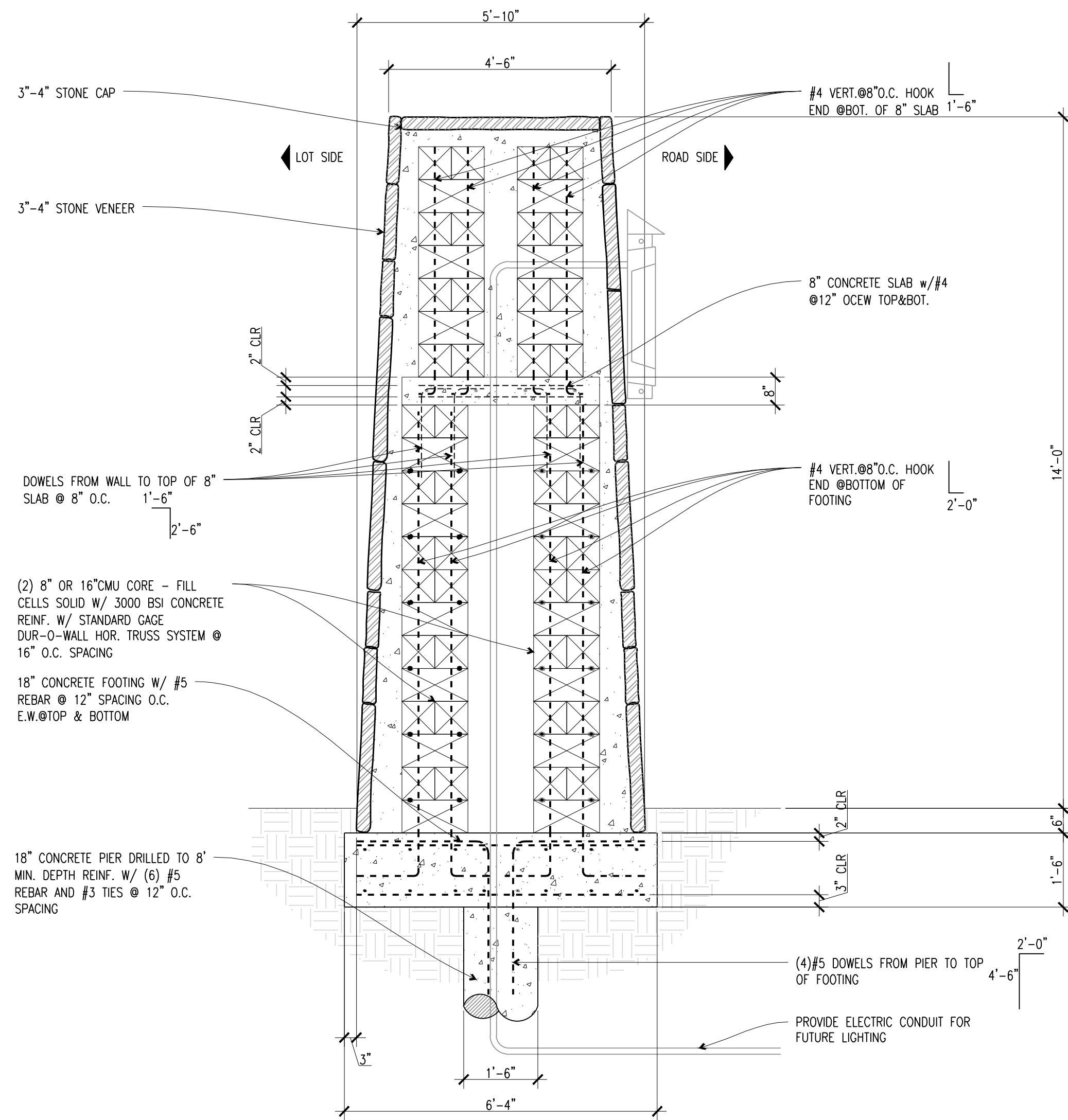
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CANYON FALLS
VILLAGE 4A
Town of Flower Mound, Texas
PROJECT 217098.00

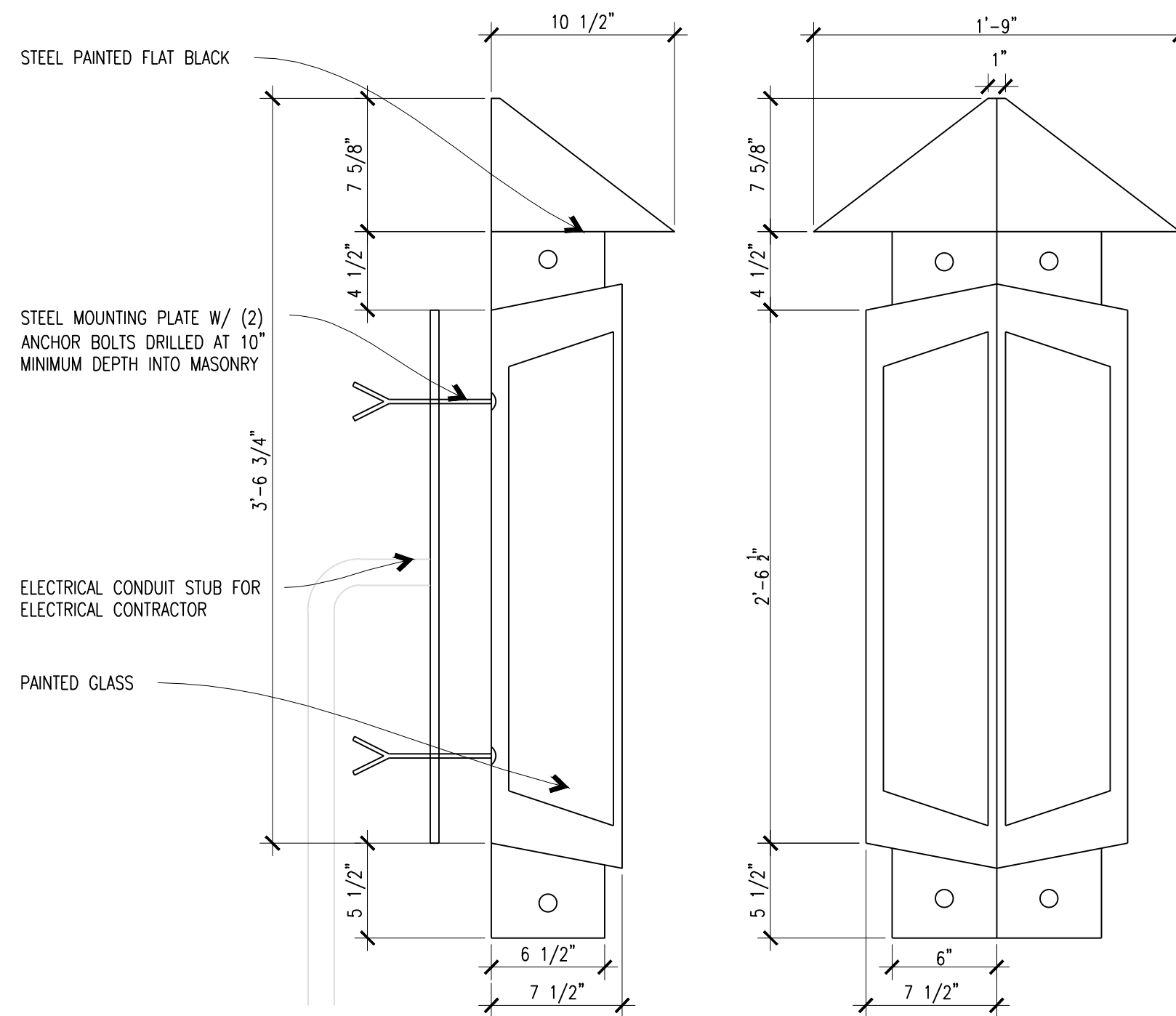
ISSUED / REVISED	DATE
CITY SUBMITTAL	05/27/2016
CITY SUBMITTAL	06/29/2016
CITY SUBMITTAL	08/23/2016
CITY SUBMITTAL	09/23/2016
CITY SUBMITTAL	10/11/2016

PLANTING DETAILS

LS-503



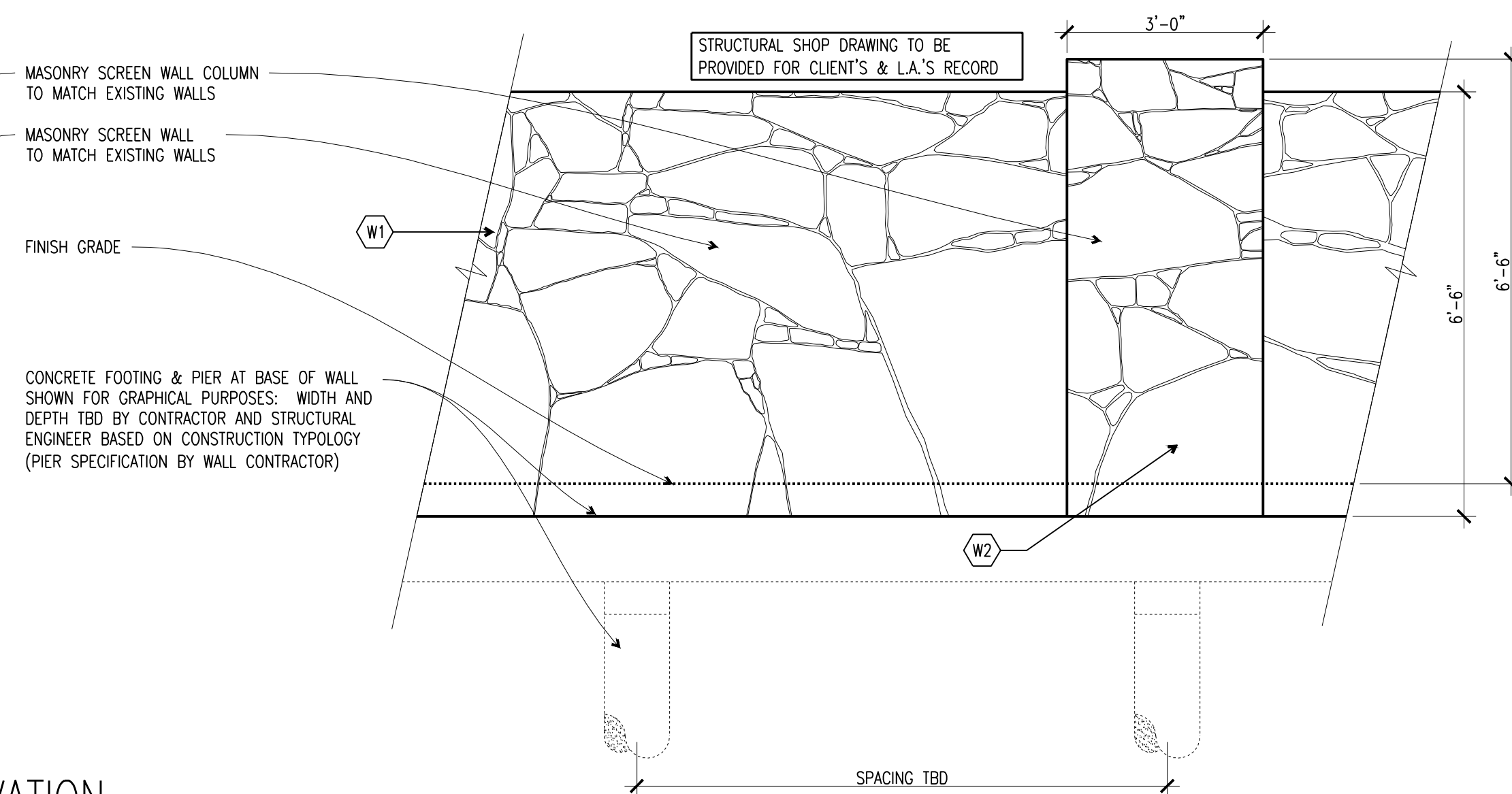
C1 ENTRY COLUMN AND SCONCE
1/2" = 1'-0"



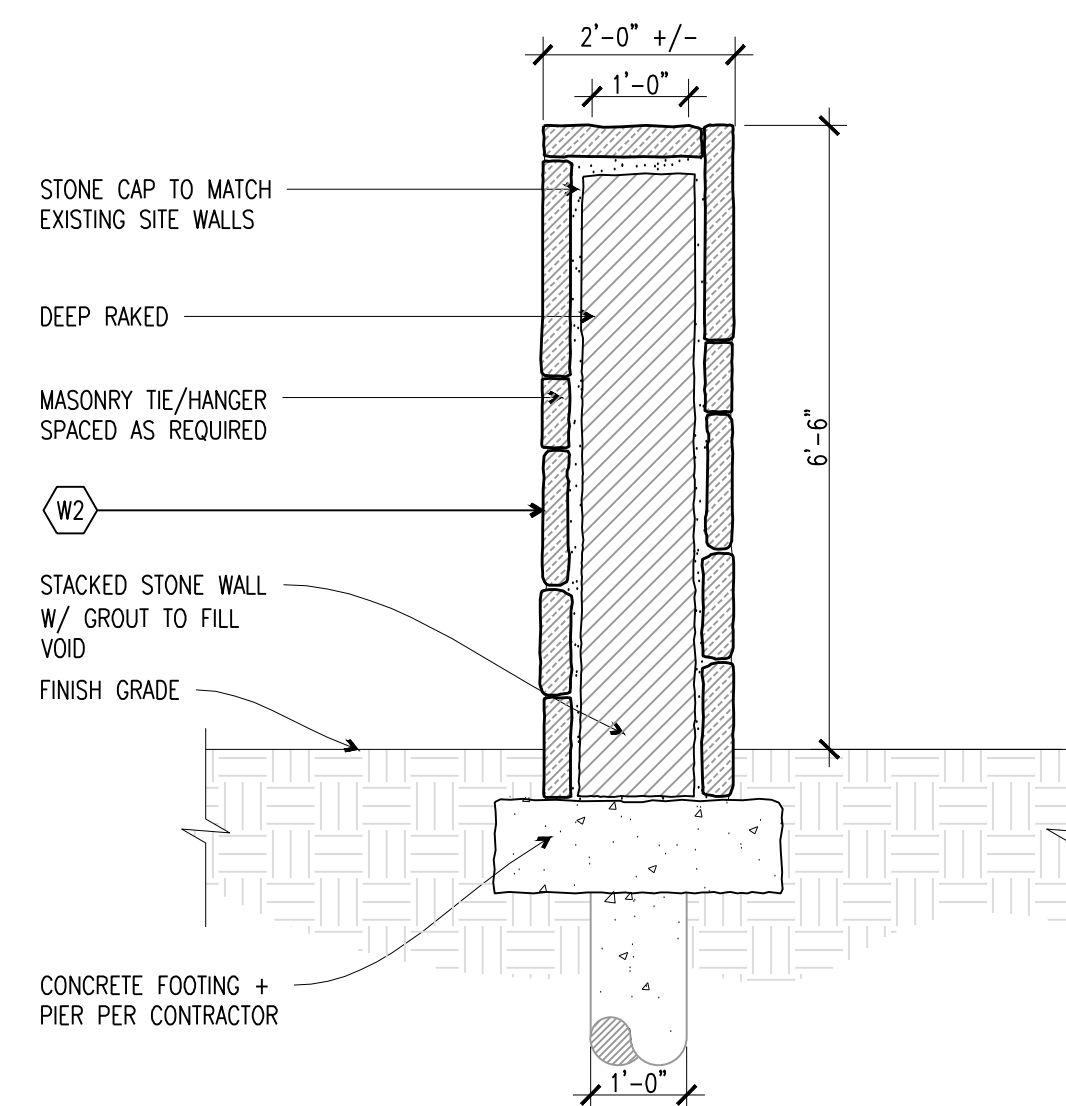
C5 SCONCE MOUNT DETAIL
1 1/2" = 1'-0"



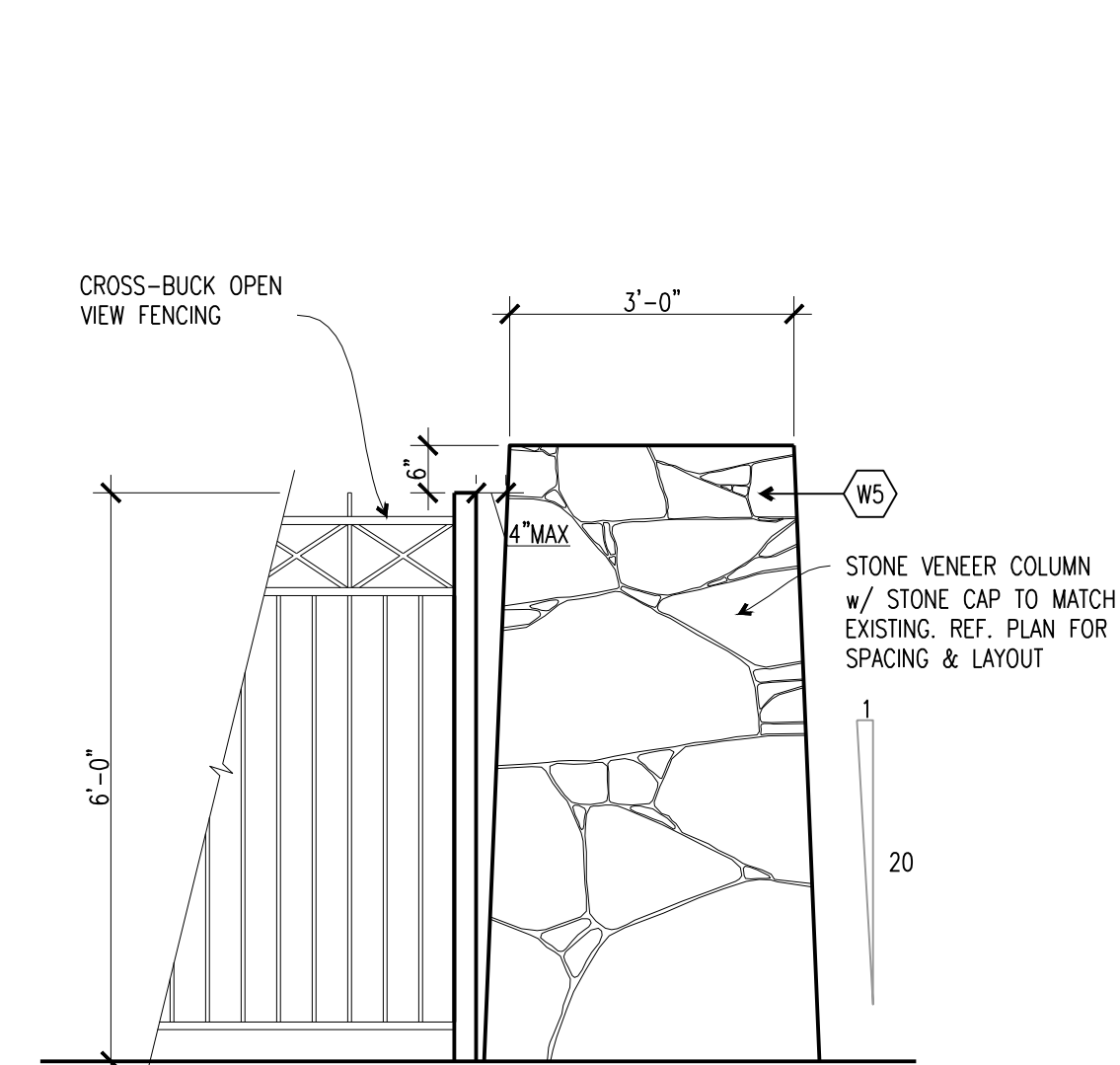
TYPICAL WALL STONE & JOINT SIZE, SHAPE, TYPE & PATTERN



A1 SCREEN WALL AND COLUMN ELEVATION
1/2" = 1'-0"



A7 SCREEN WALL COLUMN
1/2" = 1'-0"



A9 6'-6" HT. COLUMN
1/2" = 1'-0"

Plotted by: Leonard Plot Date: 9/27/2013 9:09 AM

Drawing: S:\Projects\WSC002\DWG\WSC002-TR.dwg Saved By: Leonard Save Time: 9/26/2013 5:01 PM

TREE INFORMATION

SPECIMEN TREES ON SITE
TO REMAIN - SIX (6)

SYMBOL
○ 4133

SPECIMEN TREES ON SITE
TO BE REMOVED - SEVEN (7)

⊗ 2325

PROTECTED TREES TO BE
REMOVED FROM EASEMENTS /
RIGHTS-OF-WAYS

⊕ 2148

PROTECTED TREES TO BE
REMOVED FROM THE BUILDABLE
AREA

✕ 2104

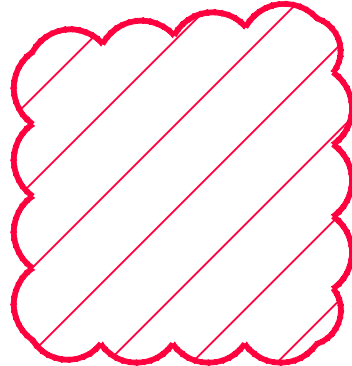
PROTECTED TREES TO REMAIN

● 2122

TREES TO BE REMOVED

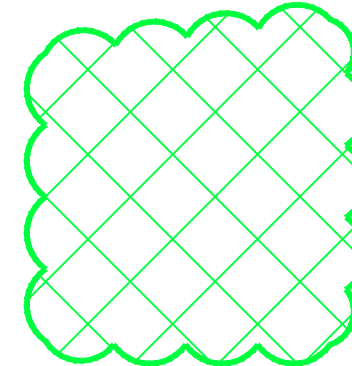
✕ 2178

UPLAND HABITAT AREA
TO BE REMOVED AND MITIGATED

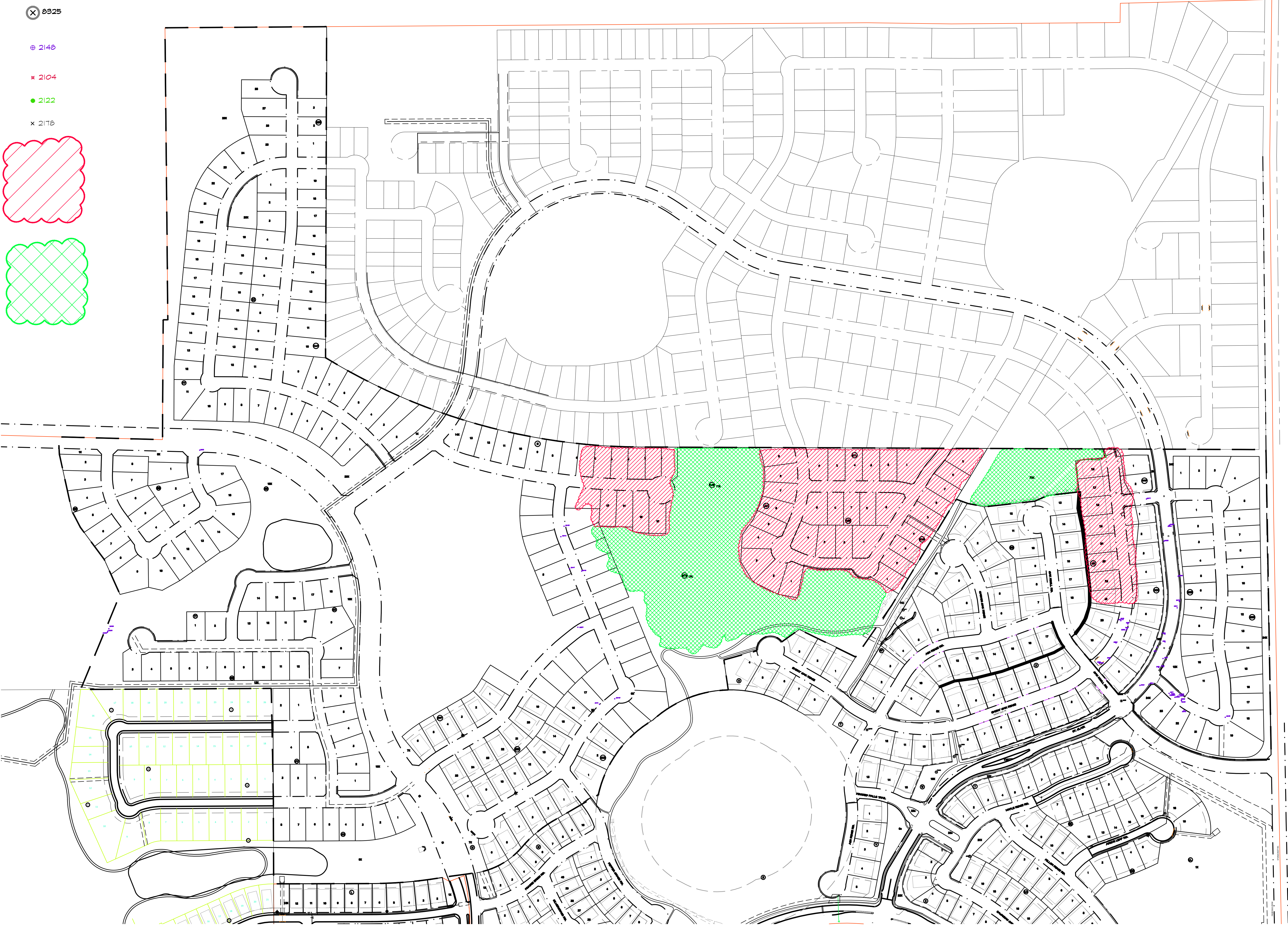


750,995 SF or 17.24 ACRES

UPLAND HABITAT AREA
TO BE REMAIN AND TO
BE PROTECTED



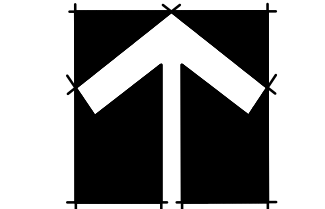
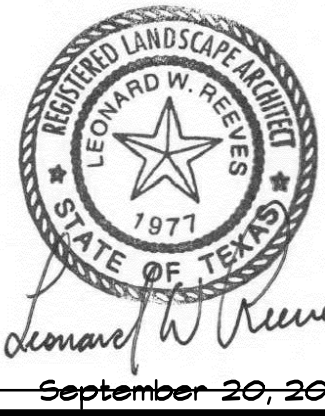
619,191 SF or 14.21 ACRES



THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE PAD LOCATION, THEREFORE, ADDITIONAL TREES WILL BE SAVED.

STUDIO
DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900



200 100 0 200
1" = 200' - 0"

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drawing. If not one inch on this
sheet, adjust scale as necessary.

One Inch

UPLAND HABITAT

Overall Plan

Canyon Falls - Phase 1

Town of Flower Mound, Denton County, Texas

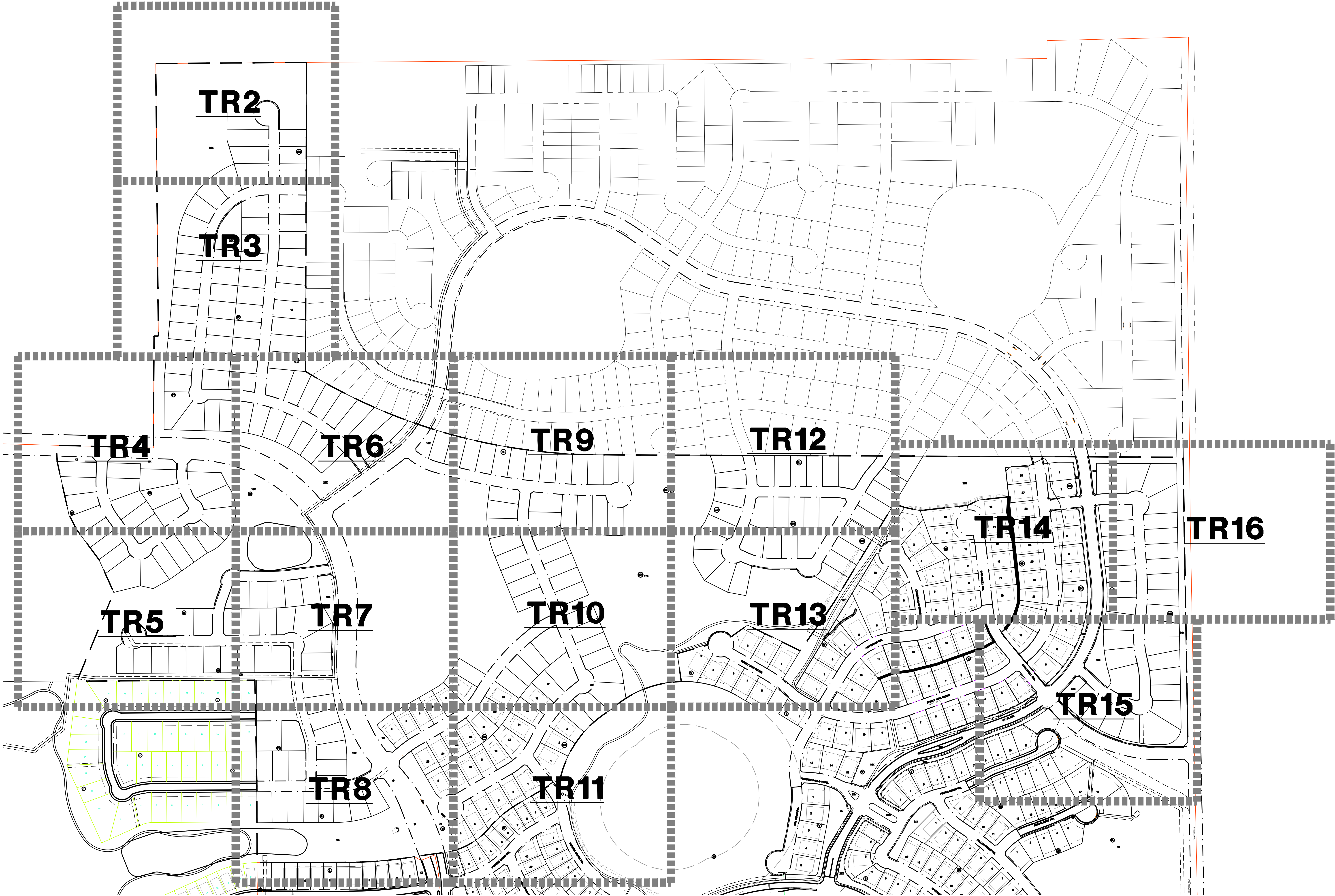
#	PLAN REVIEW REVISIONS	BY	DATE
1	Revised Site Layout	LWR	12-7-2012
2	Revised to show Upland Habitat per Town Urban Forester	LWR	9-20-2013

PROJECT
WSC002

SHEET
TR1A of 16

Plotted by: Leonard Plot Date: 9/27/2013 9:09 AM

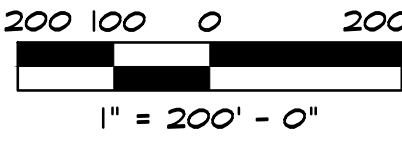
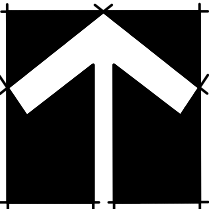
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THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE PAD LOCATION, THEREFORE, ADDITIONAL TREES WILL BE SAVED.



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One Inch

TREE SURVEY

Overall Plan

Canyon Falls - Phase 1

Town of Flower Mound, Denton County, Texas

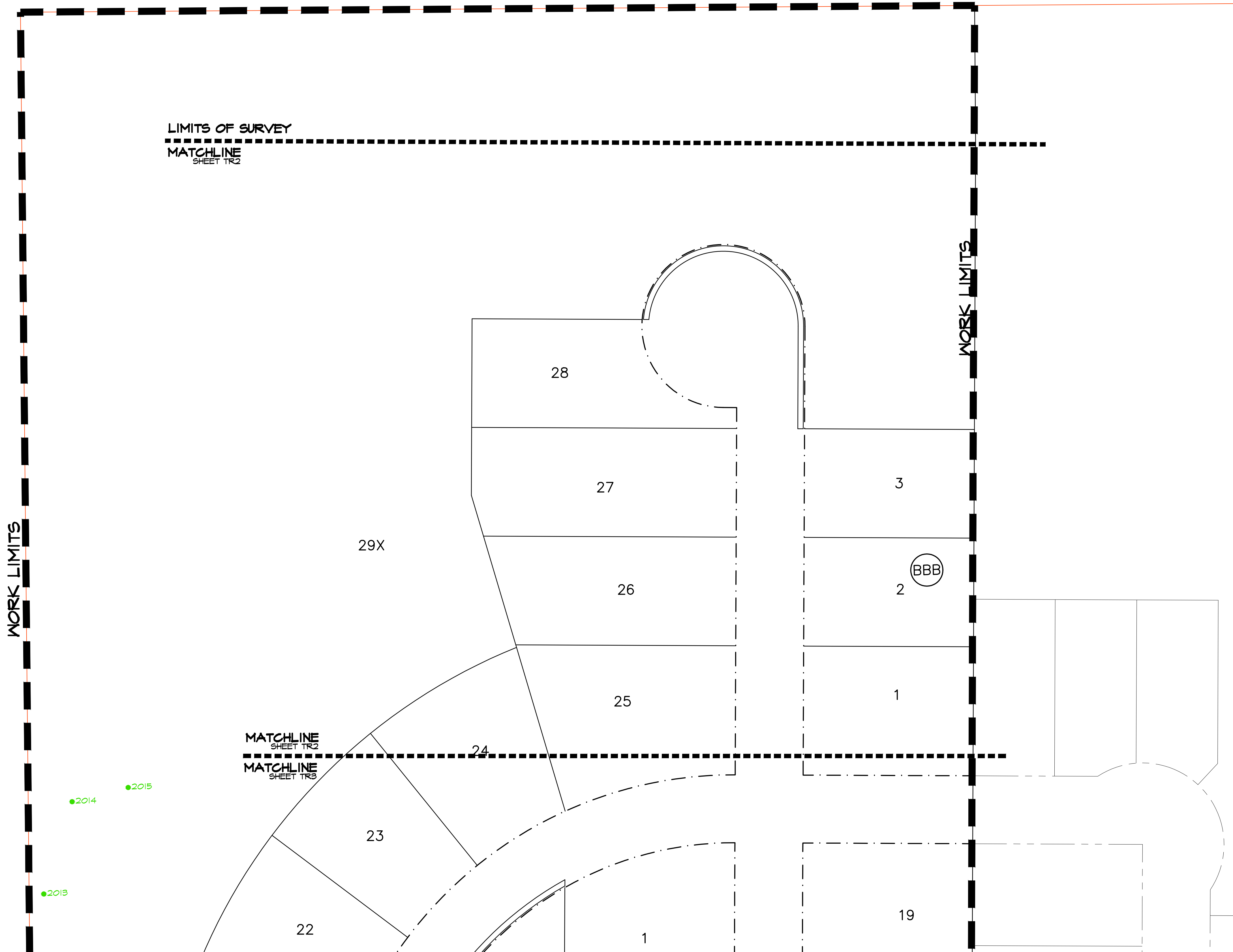
PLAN REVIEW REVISIONS		BY	DATE
#	1	LWR	12-7-2012
	2	LWR	9-20-2013

PROJECT
WSC002

SHEET
TR1 of 16

Plotted by: Leonard Plot Date: 9/27/2013 9:09 AM

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TREE INFORMATION

SPECIMEN TREES ON SITE
TO REMAIN - SIX (6)

SYMBOL
4433

SPECIMEN TREES ON SITE
TO BE REMOVED - SEVEN (7)

8325

PROTECTED TREES TO BE
REMOVED FROM EASEMENTS /
RIGHTS-OF-WAYS

2148

PROTECTED TREES TO BE
REMOVED FROM THE BUILDABLE
AREA

2104

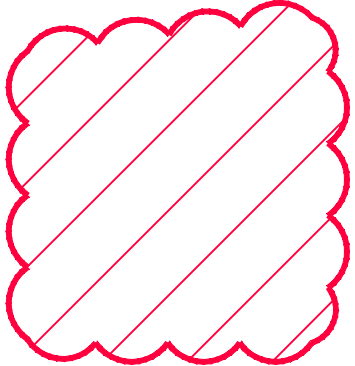
PROTECTED TREES TO REMAIN

2122

TREES TO BE REMOVED

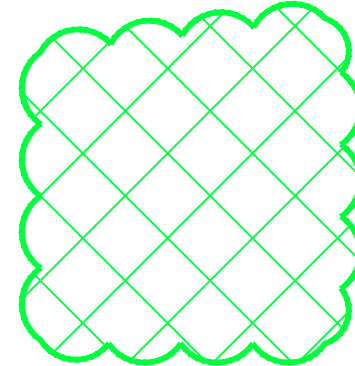
x 2178

UPLAND HABITAT AREA
TO BE REMOVED AND MITIGATED



750,995 SF or 17.24 ACRES

UPLAND HABITAT AREA
TO BE REMAIN AND TO
BE PROTECTED

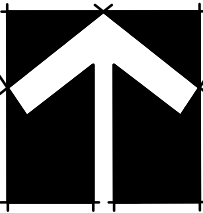


619,139 SF or 14.21 ACRES

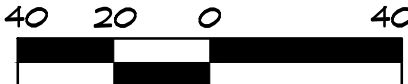
THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA
ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING
LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE
PAD LOCATION, THEREFORE; ADDITIONAL TREES WILL BE
SAVED.



Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900



NORTH



1" = 40' - 0"

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sheet, adjust scale as necessary.

One Inch

TREE SURVEY

Removal Plan

Canyon Falls - Phase 1

Town of Flower Mound, Denton County, Texas

#	PLAN REVIEW REVISIONS		BY	DATE
	Revised Site Layout	LWR		
1	Revised to show Upland Habitat per Town Urban Forester	LWR		12-7-2012
2		LWR		9-20-2013

PROJECT

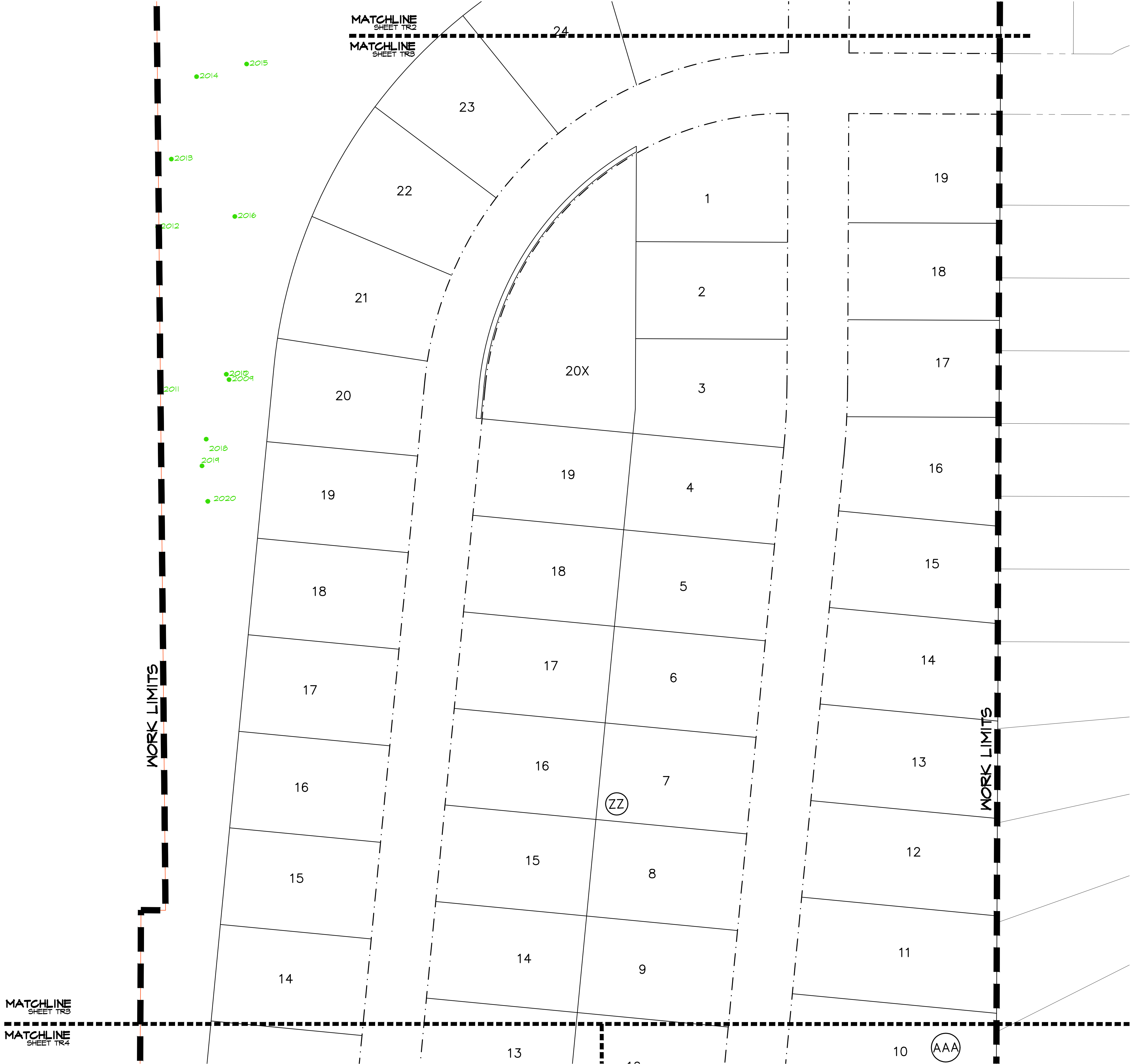
WSC002

SHEET

TR2 of 16

Plotted by: Leonard Plot Date: 9/27/2013 9:09 AM

Drawing: S:\Projects\WSC002\DWG\WSC002-TR.dwg Saved By: Leonard Save Time: 9/26/2013 5:01 PM



TREE INFORMATION

SPECIMEN TREES ON SITE
TO REMAIN - SIX (6)

SYMBOL

● 4433

SPECIMEN TREES ON SITE
TO BE REMOVED - SEVEN (7)

⊗ 0325

PROTECTED TREES TO BE
REMOVED FROM EASEMENTS /
RIGHTS-OF-WAYS

⊕ 2148

PROTECTED TREES TO BE
REMOVED FROM THE BUILDABLE
AREA

✖ 2104

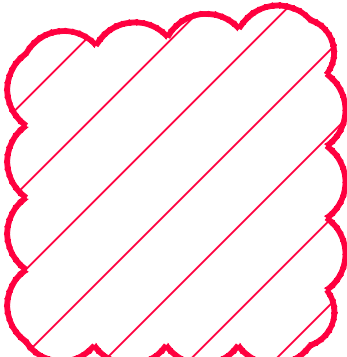
PROTECTED TREES TO REMAIN

● 2122

TREES TO BE REMOVED

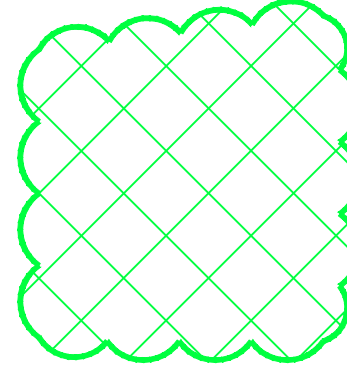
✖ 2170

UPLAND HABITAT AREA
TO BE REMOVED AND MITIGATED



750,995 SF or 17.24 ACRES

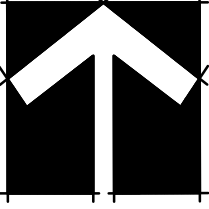
UPLAND HABITAT AREA
TO BE REMAIN AND TO
BE PROTECTED



619,891 SF or 14.21 ACRES

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DESIGN GROUP

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40 20 0 40
1" = 40' - 0"

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One Inch

TREE SURVEY

Removal Plan

Canyon Falls - Phase 1

Town of Flower Mound, Denton County, Texas

PLAN REVIEW REVISIONS	BY	DATE
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2 Revised to show Upland Habitat per Town Urban Forester	LWR	9-20-2013

#	1	2						
PROJECT	WSC002							
SHEET	TR3 of 16							

THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE
AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE
BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE
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TREES WILL BE SAVED.

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TREE INFORMATION

SPECIMEN TREES ON SITE TO REMAIN - SIX (6)

SPECIMEN TREES ON SITE TO BE REMOVED - SEVEN (7)

PROTECTED TREES TO BE REMOVED FROM EASEMENTS / RIGHTS-OF-WAYS

PROTECTED TREES TO BE REMOVED FROM THE BUILDABLE AREA

PROTECTED TREES TO REMAIN

TREES TO BE REMOVED

UPLAND HABITAT AREA TO BE REMOVED AND MITIGATED

750,995 SF or 17.24 ACRES

UPLAND HABITAT AREA TO BE REMAIN AND TO BE PROTECTED

619,139 SF or 14.21 ACRES

○ 4433

⊗ 8325

⊕ 2148

✕ 2104

● 2122

✕ 2178

STUDIO 13 DESIGN GROUP

Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

September 20, 2013

NORTH

40 20 0 40

1" = 40' - 0"

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One Inch

THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE BASED ON THE PAD LOCATION, THEREFORE, ADDITIONAL TREES WILL BE SAVED.

STUDIO 13 DESIGN GROUP

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519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900

September 20, 2013

NORTH

40 20 0 40

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One Inch

TREE SURVEY

Removal Plan

Canyon Falls - Phase 1

Town of Flower Mound, Denton County, Texas

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PROJECT

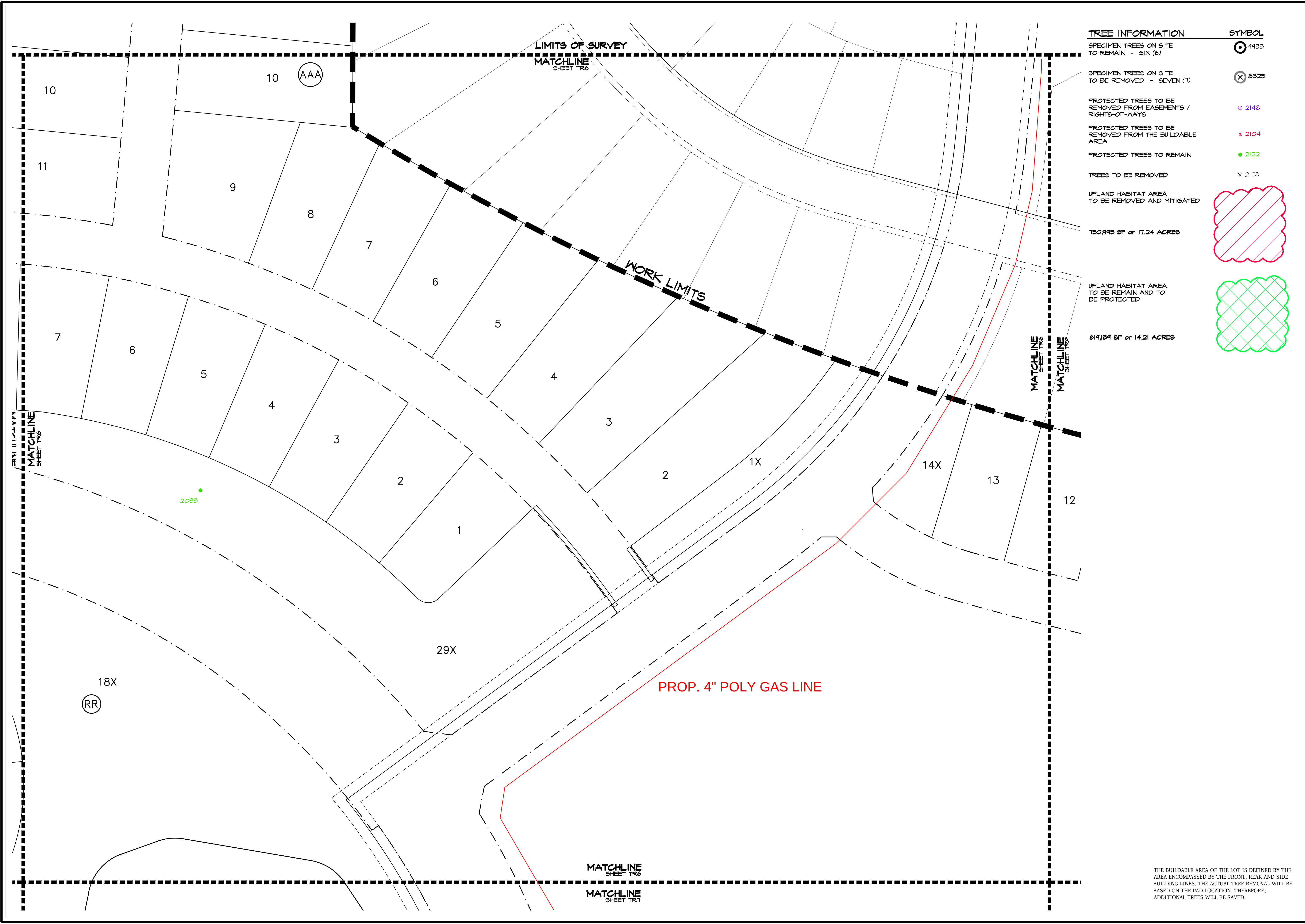
WSC002

SHEET

TR4 of 16

Plotted by: Leonard Plot Date: 9/27/2013 9:09 AM

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TREE INFORMATION

SPECIMEN TREES ON SITE
TO REMAIN - SIX (6)

SPECIMEN TREES ON SITE
TO BE REMOVED - SEVEN (7)

SYMBOL

⊙ 4433

⊗ 8325

⊕ 2148

✕ 2104

● 2122

x 2178

PROTECTED TREES TO BE
REMOVED FROM EASEMENTS /
RIGHTS-OF-WAYS

PROTECTED TREES TO BE
REMOVED FROM THE BUILDABLE
AREA

PROTECTED TREES TO REMAIN

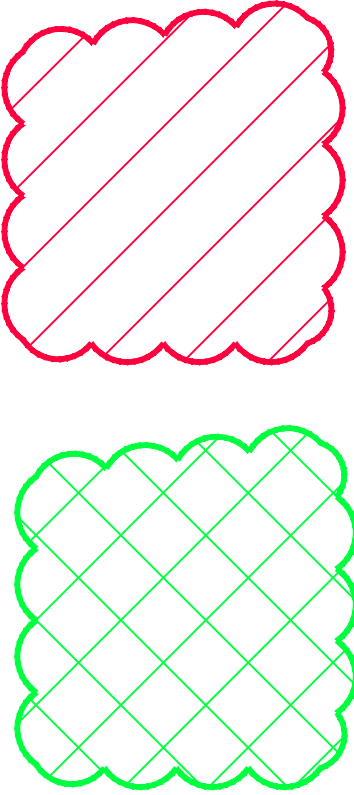
TREES TO BE REMOVED

UPLAND HABITAT AREA
TO BE REMOVED AND MITIGATED

750,995 SF or 17.24 ACRES

UPLAND HABITAT AREA
TO BE REMAIN AND TO
BE PROTECTED

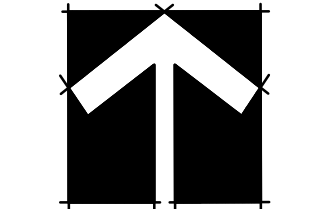
619,189 SF or 14.21 ACRES



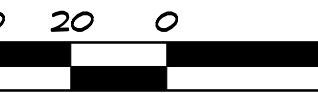
THE BUILDABLE AREA OF THE LOT IS DEFINED BY THE
AREA ENCOMPASSED BY THE FRONT, REAR AND SIDE
BUILDING LINES. THE ACTUAL TREE REMOVAL WILL BE
BASED ON THE PAD LOCATION, THEREFORE;
ADDITIONAL TREES WILL BE SAVED.



Studio 13 Design Group, PLLC.
519 Bennett Lane, Suite 203
Lewisville, Texas 75057
469-635-1900



NORTH



1" = 40' - 0"

Bar is one inch on original
drawing. If not one inch on this
sheet, adjust scale as necessary.

One Inch

TREE SURVEY

Removal Plan

Canyon Falls - Phase 1

Town of Flower Mound, Denton County, Texas

#	PLAN REVIEW REVISIONS	BY	DATE
1	Revised Site Layout	LWR	12-7-2012
2	Revised to show Upland Habitat per Town Urban Forester	LWR	9-20-2013

PROJECT	WSC002
SHEET	TR6 of 16

<u>Tree No.</u>	<u>Size</u>	<u>Common Name</u>	<u>Scientific Name</u>	<u>Cond.</u>	<u>Status</u>	<u>Specimen</u>	<u>Habitat Delineation</u>
2000	27.75	Cedar Elm		Good	Buildable Area	Specimen	
2001	23.75	Cedar Elm		UL	Not Protected	Specimen	
2002	29	Cedar Elm		Good	Easement	Specimen	
2003	39	Post Oak		Good	Easement	Specimen	
2004	35	Post Oak		Good	Buildable Area	Specimen	
2005	21.75	Cedar Elm		CD	Buildable Area	Specimen	
2006	23.75	Cedar Elm		Good	Easement	Specimen	
2007	21.25	Cedar Elm		CD	Easement	Specimen	
2008	NUMBER NOT USED						
2009	7.25	Cedar Elm		Good	Save		
2010	6.5	Cedar Elm		Good	Save		
2011	6.75	Cedar Elm		Good	Save		
2012	6.75	Cedar Elm		Good	Save		
2013	7.25	Cedar Elm		Good	Save		
2014	11.25	Cedar Elm		Good	Save		
2015	6.75	Cedar Elm		Good	Save		
2016	10.25	Cedar Elm		Good	Save		
2017	8	Cedar Elm		UL	Not Protected		
2018	7	Cedar Elm		Good	Save		
2019	14.25	Cedar Elm		Good	Save		
2020	9.25	Cedar Elm		Good	Save		
2021	7	Cedar Elm		Good	Easement		
2022	24.75	American Elm		RD	Save		
2023	19	American Elm		RD	Save		
2024	15	Chittam Wood		UL	Not Protected		
2025	7	American Elm		CD	Save		
2026	11.75	American Elm		UL	Not Protected		
2027	10.5	Cedar Elm		UL	Not Protected		
2028	7.5	Cedar Elm		UL	Not Protected		
2029	10.75	Cedar Elm		UL	Not Protected		
2030	7.75	Cedar Elm		UL	Not Protected		
2031	7.5	Chittam Wood		UL	Not Protected		
2032	6.75	Chittam Wood		UL	Not Protected		
2033	7	Chittam Wood		UL	Not Protected		
2034	8.5	Chittam Wood		UL	Not Protected		
2035	6	Chittam Wood		Good	Save		
2036	37	Post Oak		Good	Easement	Specimen	
2037	32	Post Oak		Good	Remove		
2038	20.75	American Elm		Good	Remove		
2039	9.75	Chittam Wood		Good	Save		
2040	21.75	Post Oak		Good	Save		
2041	19.25	Post Oak		UL	Not Protected		
2042	21.25	Cedar Elm		Split Trunk	Remove		
2043	30.5	Post Oak		Good	Remove		
2044	28	Post Oak		Good	Buildable Area		
2045	34	Post Oak		Good	Buildable Area	Specimen	
2046	6.75	Cedar Elm		UL	Not Protected		
2047	13.5	Chittam Wood		UL	Not Protected		
2048	20	Post Oak		Good	Remove		
2049	22.5	Post Oak		Rotten Trunk	Not Protected		
2050	36.75	Cedar Elm		Good	Buildable Area	Specimen	
2051	19	Post Oak		Leaning Trunk	Save		
2052	13	Post Oak		UL	Not Protected		
2053	17	Post Oak		UL	Not Protected		
2054	18.5	Post Oak		Good	Remove		



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 6

DATE: October 24, 2016

FROM: Poornima Srinarasi, Planner

ITEM: **Public Hearing to consider a request for a Replat (RP16-0007 – Lakeshore Terrace at River Walk) to create a residential subdivision. The property is generally located east of Long Prairie Road and north of Central Park Avenue.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

The purpose of this replat application is to create 83 buildable residential lots on approximately 7.12 acres of land. The subject site is located at the panhandle portion of The River Walk and northeast of the Presbyterian Hospital. The project also includes the creation of nine x-lots for open space, alleys, and drainage easement. The proposed subdivision can be accessed from North River Walk Drive and from a mutual access easement through Timber Creek Medical Office Plaza that connects the subject site to Long Prairie Road.

On August 4, 2008, the Town Council established The River Walk at Central Park Central Business District (CBD), which included unique development standards, zoning sub-districts, design standards, parking requirements, sign regulations, street sections and concept plans. On January 15, 2015, the Town Council approved several amendments to The River Walk at Central Park CBD development standards and concept plans. The approved land use plan depicted townhomes on the subject property.

The development standards for The River Walk define townhomes as single-family, attached dwelling units up to three stories in height on individually platted lots. The subject property is located within the Town Center Subdistrict (TC) and the minimum lot size for townhomes within this Subdistrict is 1,300 square feet. This plat includes minimum 22-foot-wide lots with an average lot size of 2,137 square feet. The proposed lots comply with the required

setbacks, landscaping, and easements in accordance with the approved development standards.

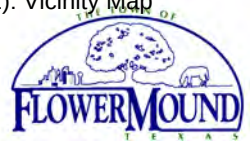
III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

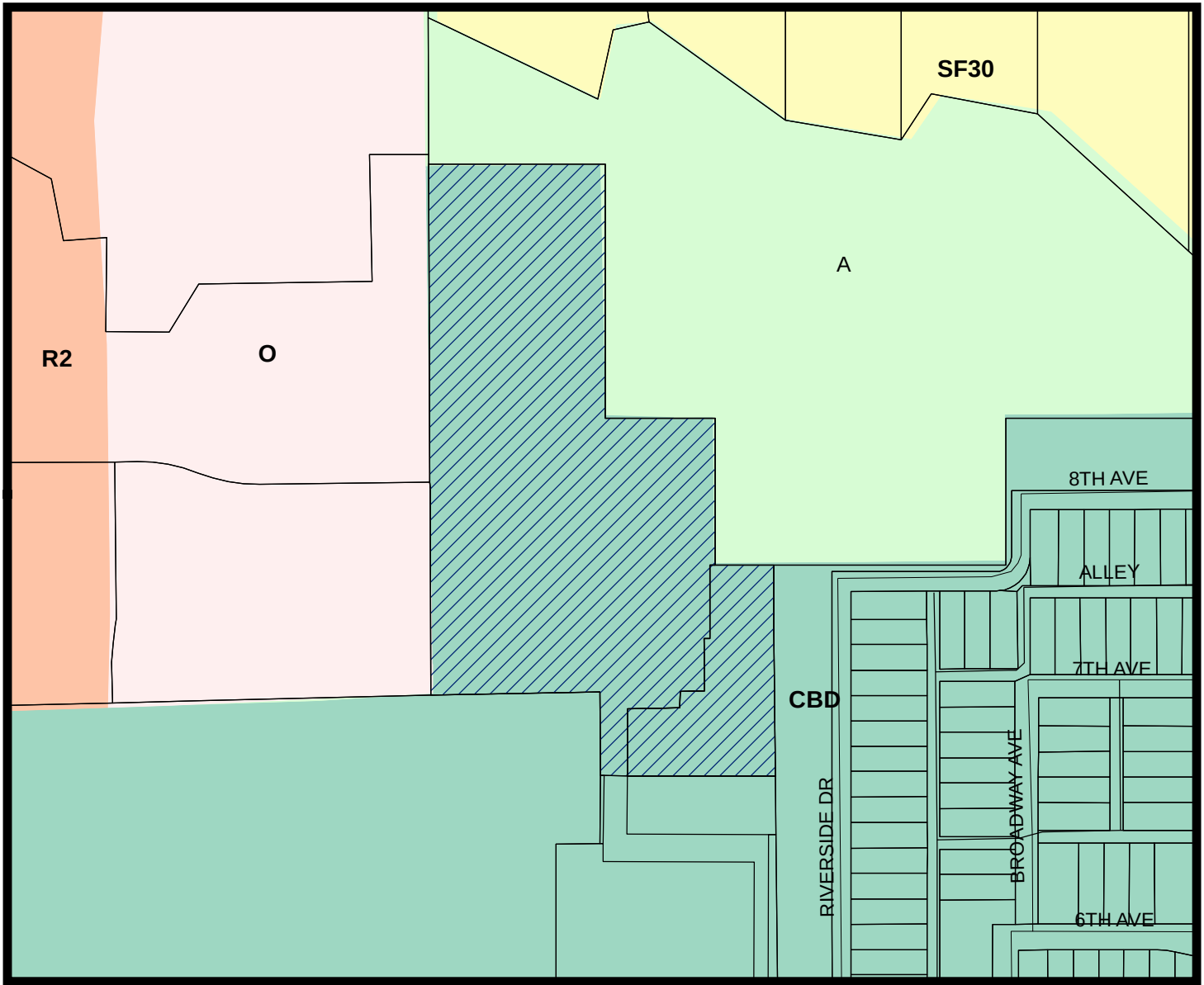
B. Application Details

1. Replat Package

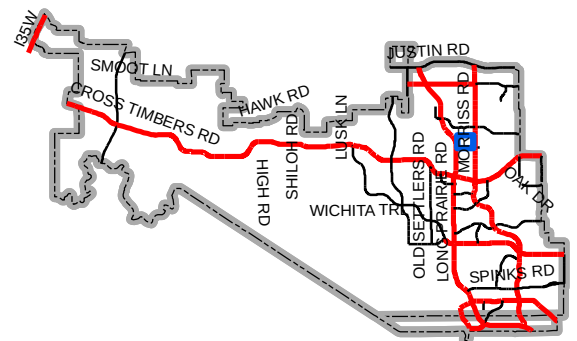
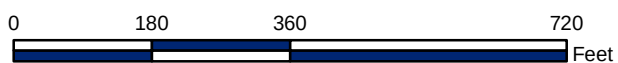
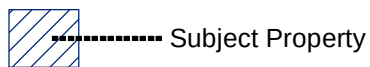
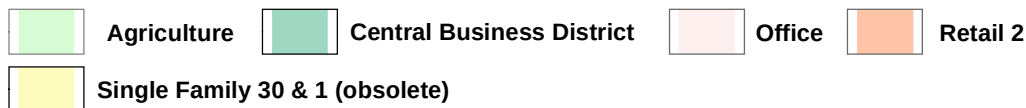


Vicinity Map

Reference Project: RP16-0007



LEGEND



Map Location



February 29, 2016

Mr. Doug Powell
Executive Director of Development Services
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, TX 75028

**RE: Lakeshore Terrace – Re-Plat Application
G&A Job Number 14155**

Dear Doug:

Please accept this letter, on behalf of our client, as an explanation of the proposed application. We are submitting, for review and approval, a Re-plat application for the panhandle area of the River Walk, to be known as Lakeshore Terrace. The proposed improvements for Lakeshore Terrace are in line with the previous concept plans for the River Walk. There are a total of 83 residential properties proposed with this re-plat.

Lakeshore Terrace is the last of the residential within the River Walk. All of the other residential properties have either been accepted by the Town, are currently under construction or are being reviewed by staff for consideration by the Planning and Zoning Commission. The total number of existing and proposed dwelling units within the River Walk will be 1,249, which is below the maximum threshold set by the River Walk ordinance.

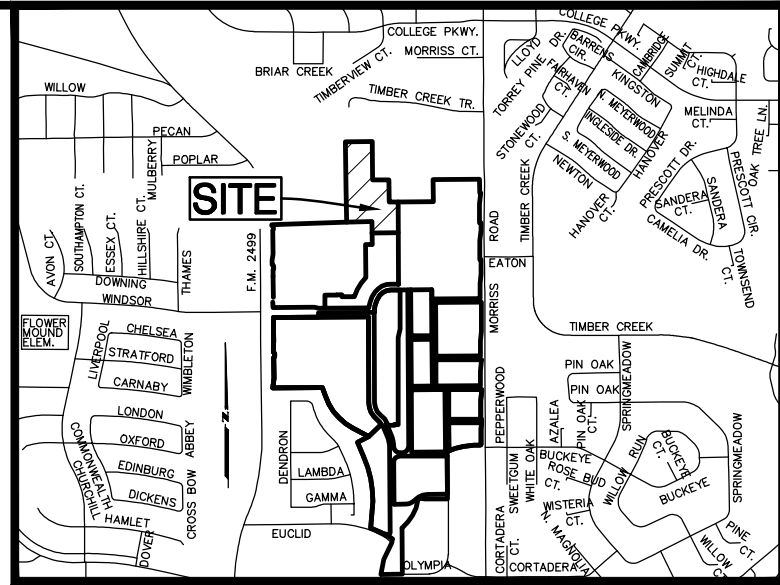
The proposed improvements will complete the water line loop through the panhandle connecting the previous improvements by the Hospital, Medical Quadrant, the west infrastructure improvements, to the Timber Creek Medical property. In addition, the roads and accesses will be connected creating another controlled access point to FM 2499.

Please feel free to contact me if you have any questions or comments regarding this submittal.

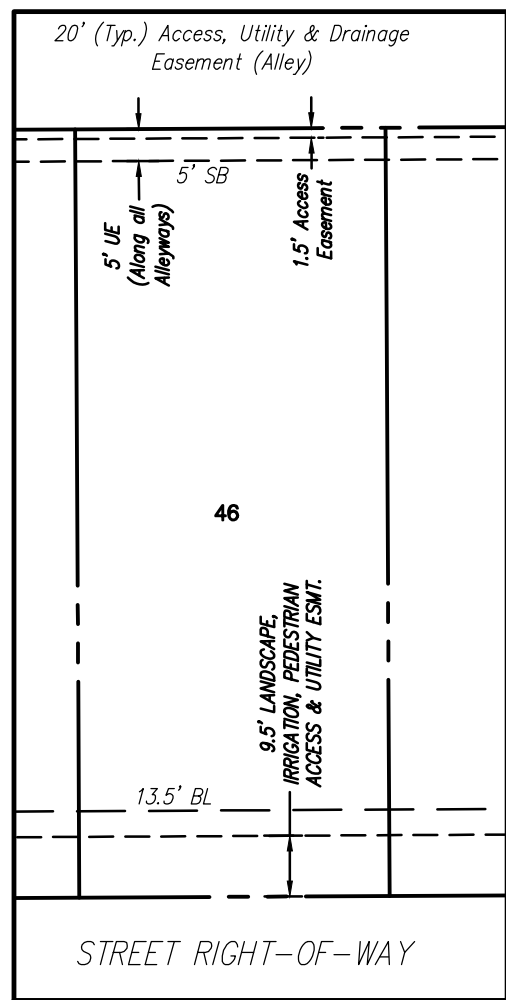
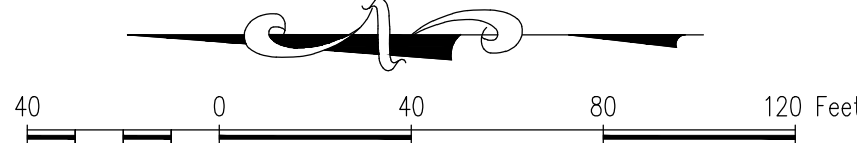
Sincerely,

Scott Minnis, E.I.T.

cc. Mr. Robert J. Dollak, Jr, P.E.
Mr. Jack Dawson, MRW Investors, Inc.



VICINITY MAP 1" = 2000'



Typical Lot Detail

REPLAT
A Record Plat of
LAKESHORE TERRACE
an addition to the Town of Flower Mound,
Denton County, Texas
7.120 Acres
Being a Replat of Lot 15 & 17X, Block A
**THE RIVER WALK AT
CENTRAL PARK 3/2015**
recorded in Doc. No. 2015-262 P.R.D.C.T.
located in the
C. CHACON SURVEY, ABSTRACT NO. 299

CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

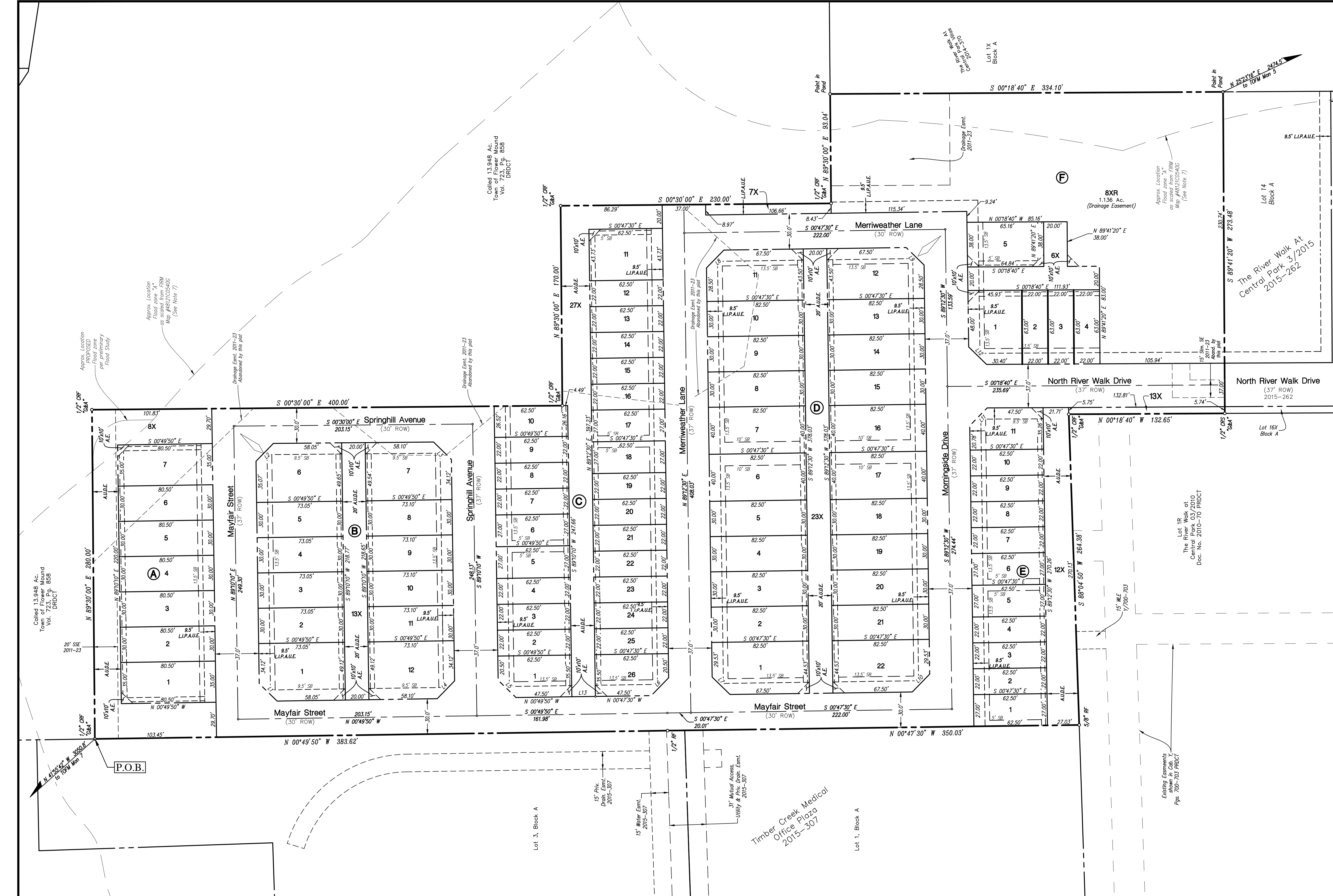
111 Hillside Drive Lewisville, TX 75057 AP: 972.436.9712 AP: 972.436.9715
611 Dallas Drive, Suite 114 Afton, TX 76262 AP: 682.831.9712 AP: 817.890.4043

1/2

TBPE Firm
No. 1798
TBPLS Firm
No. 10047700

DRAWN BY: JS DATE: 2/25/16 SCALE: 1"=40' JOB NO. 14155

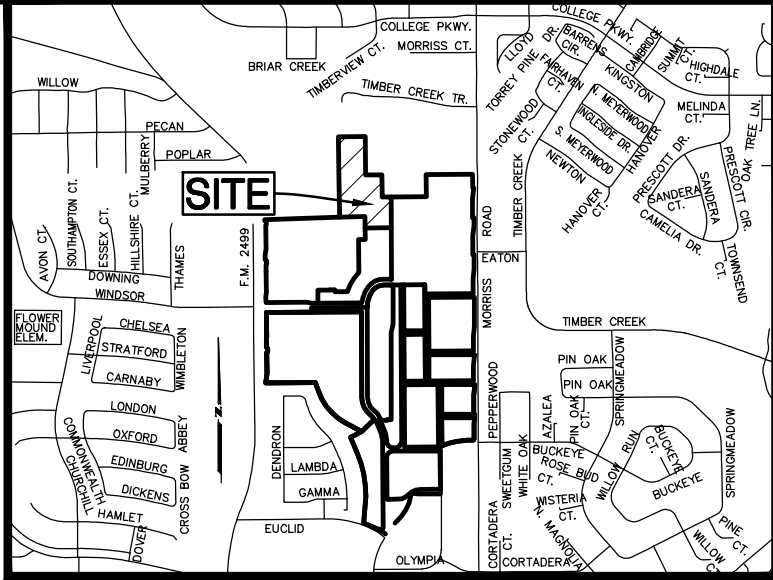
OWNER/DEVELOPER
2M RIVERWALK, LLC
1221 N I35E
CARROLLTON, TEXAS 75006
Ph. 469-892-7200
Fax 469-892-7202
Contact: MR. JACK DAWSON



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 44°10'10" E	21.21'
L2	S 45°39'55" E	21.15'
L3	S 44°20'05" W	21.27'
L4	N 45°49'50" W	21.21'
L5	N 44°10'10" E	21.21'
L6	N 45°47'30" W	21.21'
L7	N 44°12'30" E	21.21'
L8	S 45°47'30" E	21.21'
L9	S 44°12'30" W	21.21'
L10	N 45°47'30" W	21.21'
L11	S 45°33'05" E	21.12'
L12	N 44°26'55" E	21.30'
L13	N 00°49'50" W	20.00'

LEGEND	
RF	REBAR FOUND
CRS	CAPPED REBAR SET
BL	BUILDING LINE
UE	UTILITY EASEMENT
CRF	CAPPED REBAR FOUND
P.O.B.	POINT OF BEGINNING
PRDCT	PLAT RECORDS, DENTON COUNTY, TEXAS
RPRDCT	REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
MAE	MUTUAL ACCESS EASEMENT
SE	SANITARY SEWER EASEMENT
WLE	WATER LINE EASEMENT
PE	PIPELINE EASEMENT
ARE	ACCESS ROAD EASEMENT
TAE	TEMPORARY ACCESS EASEMENT
Stm. SE	STORM SEWER EASEMENT
DE	DRAINAGE EASEMENT
P.D.E.	PUBLIC DRAINAGE EASEMENT
L.L.P.A.U.E.	LANDSCAPE, IRRIGATION, PEDESTRIAN, ACCESS & UTILITY EASEMENT
	DENOTES STREET NAME CHANGE

File: Z:\2014\14155\Drawings\17 & 18\17-18\17-18.dwg, 10:05 AM, by jason
Plotted: 10/17/2016 10:05 AM, by jason



VICINITY MAP 1" = 2000'

STATE OF TEXAS :
COUNTY OF DENTON : WHEREAS WE, 2M RIVERWALK, LLC, are the owners of properties situated in the Town of Flower Mound described as follows:

BEING all that certain lot, tract or parcel of land situated in the C. Chacon Survey, Abstract Number 299, Denton County, Texas, and being all of Lot 15 and 17X, Block A, The River Walk At Central Park 3/2015, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof recorded in Document Number 2015-262 of the Plat Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2" capped rebar found (G&A Consultants) at the northwest corner of said Lot 15, being on the east line of Lot 3, Block A, Timber Creek Medical Office Plaza, an addition to the Town of Flower Mound, Denton County, Texas, according to the plat thereof, recorded in Document Number 2015-307 of the Plat Records of Denton County, Texas, and being on east line of that certain called 2.631 acre tract of land described as Tract III in deed to Hawks Ramsey, L.L.C., recorded in Document Number 2006-35586 of the Real Property Records of Denton County, Texas and being the most westerly southwest corner of that certain called 13.948 acre tract of land described in deed to the Town of flower Mound, recorded in Volume 723, Page 858 of the Deed Records of Denton County, Texas;

THENCE along the common line between said Lot 15 and said 13.948 acre tract, the following:

N 89°30'00" E, 280.00 feet, to a 1/2" capped rebar found (G&A Consultants);

S 00°30'00" E, 400.00 feet, to a 1/2" capped rebar found (G&A Consultants);

N 89°30'00" E, 170.00 feet, to a 1/2" capped rebar found (G&A Consultants);

S 00°30'00" E, 230.00 feet, to a 1/2" capped rebar found (G&A Consultants) to the easterly southeast corner of said Lot 15, and being on the north line of said Lot 17X;

THENCE N 89°30'00" E, 93.04 feet, with the south line of said 13.948 acre tract, and the north line of said Lot 17X, to a point in pond at the northeast corner thereof, and being the westerly northwest corner of Lot 1X, Block A, The River Walk At Central Park Villas, an addition to the Town of Flower Mound, according to the plat thereof, recorded in Document Number 2014-370 of the Plat Records of Denton County, Texas;

THENCE S 00°18'40" E, 334.10 feet with the west line of said Lot 1X, and the east line of said Lot 17X, to a point in pond at the southeast corner thereof, and being the northeast corner of Lot 14, Block A, of said The River Walk At Central Park 3/2015 plat;

THENCE S 89°41'20" W, with the south line of said Lot 17X, and north line of said Lot 14, passing at 230.74 feet the northwest corner thereof, being the southwest corner of said Lot 17X, being the southerly southeast corner of said Lot 15, and being the northeast corner of a 37' right-of-way dedication as shown on said plot of The River Walk At Central Park 3/2015, continuing with the north line thereof, passing at 267.74 feet the northwest corner thereof, and being the northeast corner of Lot 16X, Block A of said The River Walk At Central Park 3/2015, continuing with the north line thereof, a total distance of 273.49 feet to a 1/2" capped rebar set (G&A Consultants) at the northwest corner thereof, being the southerly southwest corner of said Lot 15, and being on the east line of Lot 1R, Block A, The River Walk At Central park 03/2010, an addition to the Town of Flower Mound, according to the plat thereof recorded in Document Number 2010-70 of the Plat Records of Denton County, Texas;

THENCE S 88°04'50" W, 264.38 feet with the west line of said Lot 15, and the north line of said Lot 1R, to a 5/8" rebar found at the southeast corner of Lot 1, Block A, of said Timber Creek Medical office Plaza, and being the southeast corner of that certain called 6.314 acre tract of land described in deed to Prairie Road Partners, Ltd. recorded in Document Number 2005-123316 of the Real Property Records of Denton County, Texas;

THENCE N 00°47'30" W, 350.03 feet, with the west line of said Lot 15, and the east line of said Lot 1, and said 6.314 acre tract, to a 1/2" rebar found at the northeast corner thereof, being the southeast corner of said Lot 3, and said Tract III;

THENCE N 00°49'50" W, 487.07 feet with the west line of said Lot 15, and the east line of said Lot 3, and said Tract III to the POINT OF BEGINNING, and containing approximately 8.257 acres.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: THAT WE, CADG Riverwalk, LLC, acting by and through our duly authorized representatives, do hereby adopt this Record Plat designating the hereinabove described property as LAKESHORE TERRACE, an addition to the Town of Flower Mound, Texas. The easements shown hereon are hereby reserved for the purposes indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility and firelane easements (streets, alleys and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements are hereby reserved for the mutual use and accommodation of any utility using or desiring to use the same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, reconstruction, maintenance or efficiency of its respective system on the utility easements, and all public utilities shall at all times have the right of ingress and egress to and from and upon the said utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining or adding to or removing all or parts of its respective system without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

WITNESS OUR HAND this _____day of _____, 2016.

2M Riverwalk, LLC

Mehrdad Moayedi
Authorized Representative

STATE OF TEXAS :
COUNTY OF _____; BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared Merhdad Moayedi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2016.

Notary Public
State of Texas

LIENHOLDER'S RATIFICATION OF PLAT DEDICATION

STATE OF _____;
COUNTY OF _____; Whereas, _____, acting by and through the undersigned, its duly authorized agent, is a lienholder of a portion of the property described hereon, does hereby ratify all dedications and provisions of this plat as shown.

Lienholder:
Authorized Representative

Date: _____

STATE OF _____;
COUNTY OF _____; BEFORE ME, THE UNDERSIGNED AUTHORITY, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2016.

Notary Public
State of Texas

My commission expires the _____ day of _____, _____

APPROVED:

APPROVED:
TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Claudio Forest, Chairman Planning
and Zoning Commission

Date

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, Town Secretary
Town of Flower Mound

Date

SURVEYOR'S STATEMENT

I, James Stowell, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I prepared this plat of the above property from an actual survey on the ground, and this plat contains the survey made by me or under my supervision.

James Stowell, RLS
Texas Registration No. 11163

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
13X	BLOCK B	4,374	0.100
1	BLOCK C	2,106	0.048
2	BLOCK C	1,375	0.032
3	BLOCK C	1,375	0.032
4	BLOCK C	1,375	0.032
5	BLOCK C	1,688	0.039
6	BLOCK C	1,687	0.039
7	BLOCK C	1,375	0.032
8	BLOCK C	1,375	0.032
9	BLOCK C	1,375	0.032
10	BLOCK C	1,646	0.038
11	BLOCK C	2,733	0.063
12	BLOCK C	1,375	0.032
13	BLOCK C	1,375	0.032
14	BLOCK C	1,375	0.032
15	BLOCK C	1,375	0.032
16	BLOCK C	1,375	0.032
17	BLOCK C	1,688	0.039
18	BLOCK C	1,687	0.039
19	BLOCK C	1,375	0.032

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
20	BLOCK C	1,375	0.032
21	BLOCK C	1,375	0.032
22	BLOCK C	1,375	0.032
23	BLOCK C	1,375	0.032
24	BLOCK C	1,375	0.032
25	BLOCK C	1,375	0.032
26	BLOCK C	2,106	0.048
27X	BLOCK C	10,351	0.238
1	BLOCK D	3,561	0.082
2	BLOCK D	2,475	0.057
3	BLOCK D	2,475	0.057
4	BLOCK D	2,475	0.057
5	BLOCK D	2,475	0.057
6	BLOCK D	3,300	0.076
7	BLOCK D	3,300	0.076
8	BLOCK D	2,475	0.057
9	BLOCK D	2,475	0.057
10	BLOCK D	2,475	0.057
11	BLOCK D	3,476	0.080
12	BLOCK D	3,476	0.080

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
13	BLOCK D	2,475	0.057
14	BLOCK D	2,475	0.057
15	BLOCK D	2,475	0.057
16	BLOCK D	3,300	0.076
17	BLOCK D	3,300	0.076
18	BLOCK D	2,475	0.057
19	BLOCK D	2,475	0.057
20	BLOCK D	2,475	0.057
21	BLOCK D	2,475	0.057
22	BLOCK D	3,561	0.082
23X	BLOCK D	7,561	0.174
1	BLOCK E	1,688	0.039
2	BLOCK E	1,375	0.032
3	BLOCK E	1,375	0.032
4	BLOCK E	1,375	0.032
5	BLOCK E	1,688	0.039
6	BLOCK E	1,687	0.039
7	BLOCK E	1,375	0.032
8	BLOCK E	1,375	0.032
9	BLOCK E	1,375	0.032

LOT / BLOCK ANALYSIS			
LOT	BLOCK	SQUARE FEET	ACRES
10	BLOCK E	1,375	0.032
11	BLOCK E	2,108	0.048
12X	BLOCK E	6,584	0.151
13X	BLOCK E	0,763	0.018
1	BLOCK F	2,765	0.063
2	BLOCK F	1,386	0.032
3	BLOCK F	1,386	0.032
4	BLOCK F	1,386	0.032
5	BLOCK F	2,470	0.057
6X	BLOCK F	3,000	0.069
7X	BLOCK F	0,928	0.021
8XR	BLOCK F	49,488	1.136

Smallest Res. Lot = 1,375 SF / 0.032 Ac.
Largest Res. Lot = 3,561 SF / 0.082 Ac.
Average Res. Lot = 2,137 SF / 0.049 Ac.
Total Res. Lots = 83
Total Lots = 92

NOTES:

- Bearings are based on the Town of Flower Mound's Geodetic Control System.
- Coordinates shown are grid values referred to the Town of Flower Mound's Geodetic Control System. The monuments were tied to station Numbers 5 & 7, with the coordinates thereof provided by the Town of Flower Mound.

POB (NWC): N=7,067,501.4' E=2,407,658.7'

- Bearing & distance from POB to Monument No. 7:
N 41°55'42" W, 3050.8'
- Bearing and distance from the Northeast corner Tract III to Monument No. 6:
S 25°23'16" E, 2474.5'

- No flood Zone Area Analysis has been performed on the subject property by G&A Consultants, LLC.
- According to Community/Panel No. 48121C0540G, Dated April 18, 2011, of the FLOOD INSURANCE RATE MAP for Denton County, Texas & Incorporated Areas, by graphic plotting only, a portion of this property appears to be within Flood Zone "A" (areas within the 1% annual chance flood plain with no base flood elevations established). If site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- Pursuant to Ordinance No. 35-92 of the Town of Flower Mound, Texas, a mandatory Homeowners' Association shall be established and created to assume and be responsible for the continuous and perpetual operation, maintenance and/or supervision of drainage easements, landscaping systems or other physical facilities of ground held in common and necessary or desirable for the welfare of the area of subdivision or that are of common use or benefit. Said mandatory homeowners' association shall be responsible for the continuous and perpetual operation, maintenance and/or supervision of the landscape systems, features or elements located in parkways common area, between screening walls or living screens and adjacent curbs or street pavement edges, adjacent to drainage ways or drainage structures, or at subdivision entryways.
- Existing floodplain to be amended as designed in approved River Walk Channel Grading Plans. No building permit shall be issued on Lot 7, Block A until LOMR is approved.
- Lot 8XR, Block F, shall be dedicated to and maintained by the POA as a drainage easement.
- Lot 8X, Block A, Lot 13X, Block B, Lot 27X, Block C, Lot 23X, Block D, Lot 12X, Block E and Lot 6X, Block F, shall be dedicated to and maintained by the HOA as 20' Access, Utility and Drainage Easements (Alleyways).
- Lot 13X, Block E and Lot 7X, Block F, shall be dedicated to and maintained by the HOA.
- All corners to be 1/2" capped rebar set (G&A Consultants), unless otherwise noted.

DRAINAGE FACILITY MAINTENANCE PLAN AND DRAINAGE EASEMENT NOTES

- Upkeep and maintenance of private drainage easements is the responsibility of the property owner.
- Upkeep and maintenance shall include but not be limited to the following items:
 - Grass and ground cover shall be kept to a height required by Town ordinance.
 - The detention facility shall be kept free of debris and litter, with particular attention given to keeping the outlet structure clear at all times.
 - Accumulated sediment shall be removed from the facility as required to ensure that there is no reduction in function or detention capacity.
 - All electrical and mechanical systems associated with the retention function of this facility shall be kept in working order at all times.
- No dumping of any type is permitted within the easement area.

REPLAT
A Record Plat of
LAKESHORE TERRACE
an addition to the Town of Flower Mound,
Denton County, Texas
7.120 Acres
Being a Replat of Lot 15 & 17X, Block A
THE RIVER WALK AT
CENTRAL PARK 3/2015
recorded in Doc. No. 2015-262 P.R.D.C.T.
located in the
C. CHACON SURVEY, ABSTRACT NO. 299



SITE PLANNING CIVIL ENGINEERING PLATTING
CONSULTANTS, LLC
LAND SURVEYING LANDSCAPE ARCHITECTURE

111 Hillside Drive Lewisville, TX 75057 AP: 972.436.9712 AF: 972.436.9715

611 Dallas Drive, Suite 114 Roanoke, TX 76262 AP: 682.831.9712 AF: 817.890.4043

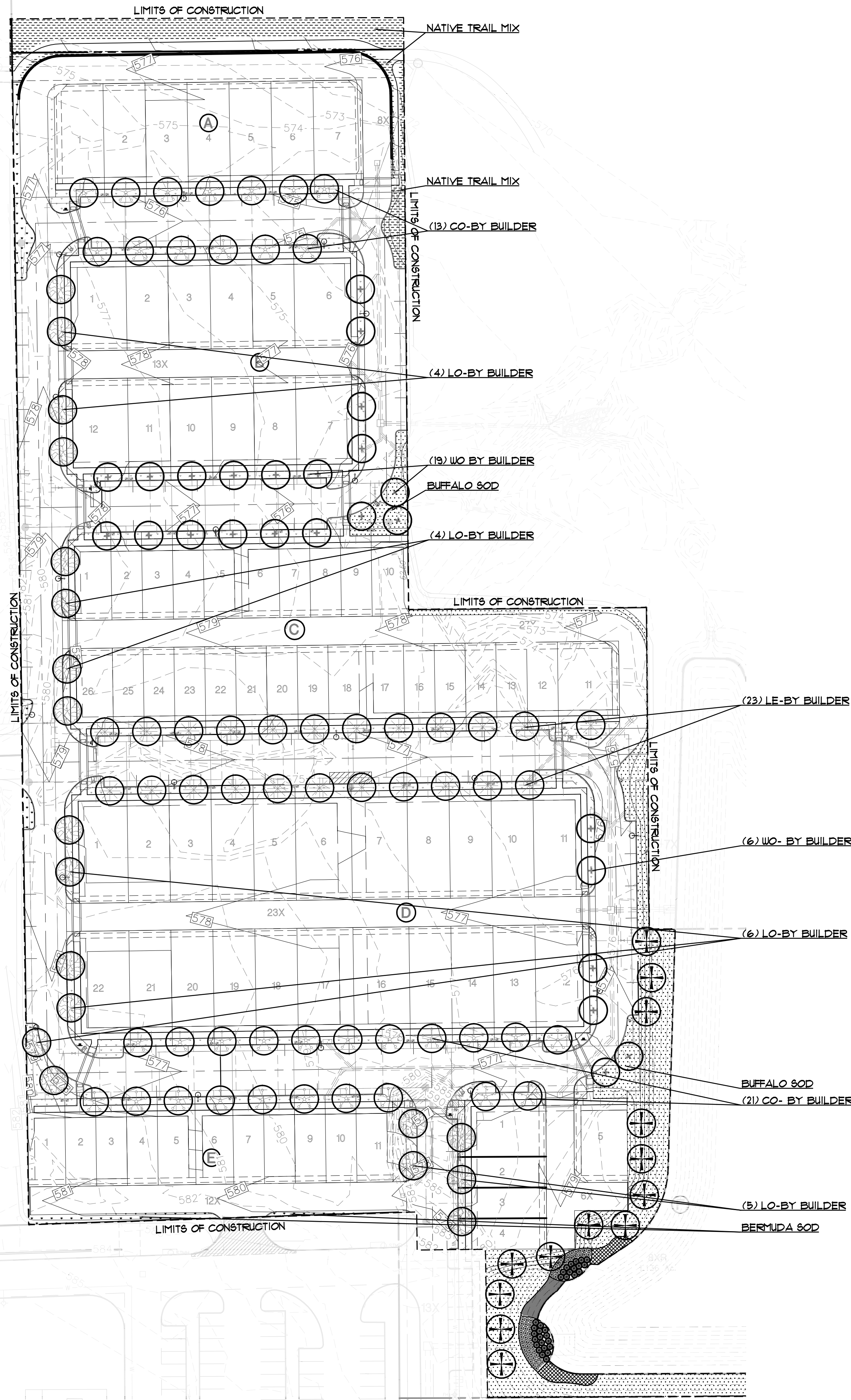
No. 1798 TBPLS Firm No. 10047700



DRAWN BY: JS DATE: 2/25/16 SCALE: ---- JOB NO. **14155**

OWNER/DEVELOPER
2M RIVERWALK, LLC
1221 N I35E
CARROLLTON, TEXAS 75006
Ph. 469-892-7200
Fax 469-892-7202
Contact: MR. JACK DAWSON

Plat: 210714155 (Landscape) (P) & Cover (P) (Sheet) 1571 (155) LANDSCAPE PLAN
Revised: 10/17/2016 8:04 AM by Scott Winters, Surveyor 3/7/2016 5:56 PM by Monica

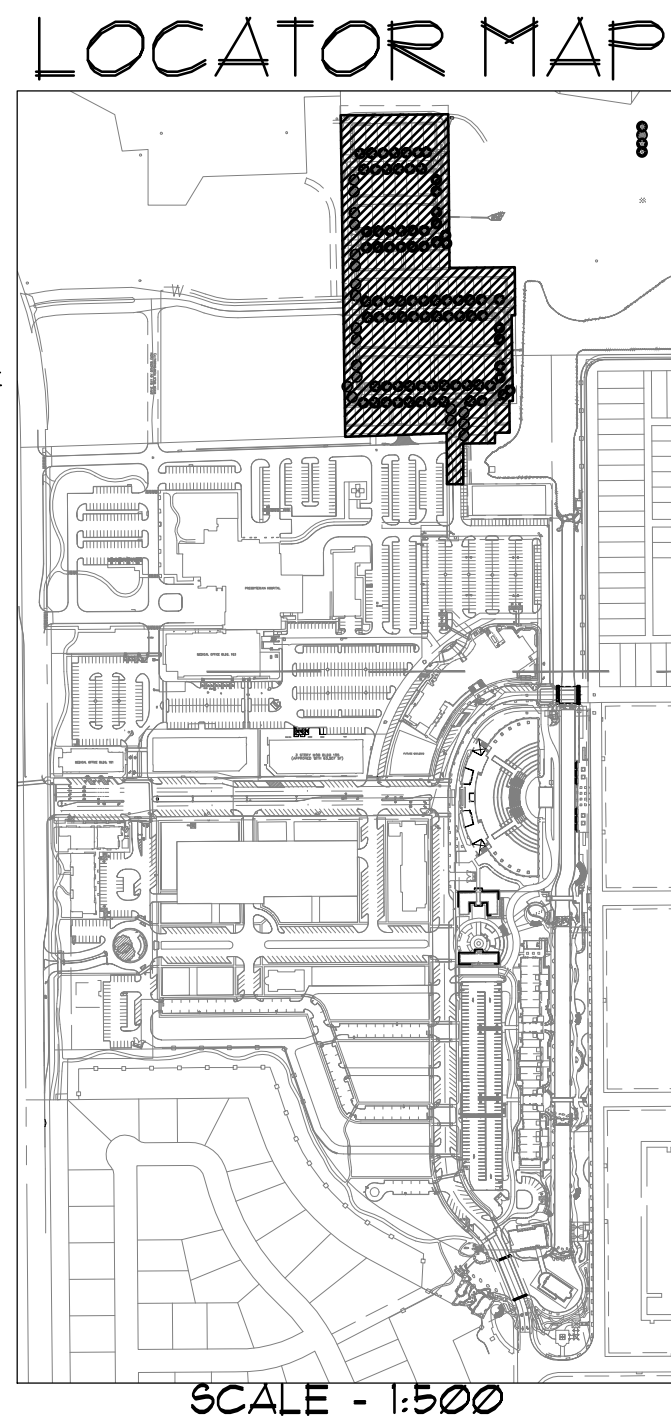
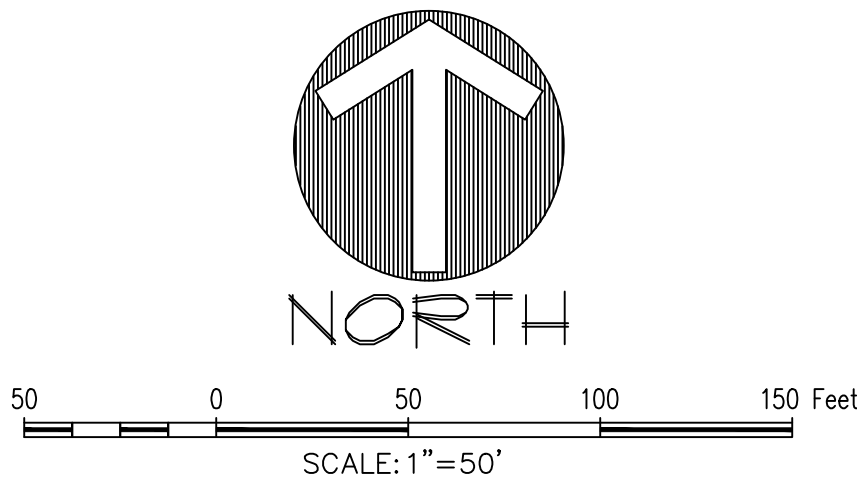


PLANT LEGEND

- (LE) LACEBARK ELM
Ulmus parvifolia
- (RO) LIVE OAK
Quercus virginiana
- (CE) CHINQUAPIN OAK
Quercus muehlenbergii
- (WO) WATER OAK
Quercus nigra
- (TCE) TRANSPLANTED CEDAR ELM
Ulmus crassifolia
- (AMG) ADAGIO MAIDEN GRASS
Miscanthus sinensis 'Adagio'
- (PCM) POCOMOKE CRAFTMYRTLE
Lagerstroemia indica x fauriei 'Pocomoke'
- (DIH) DWARF INDIAN HAWTHORNE
Raphiolepis indica
- (FW) PICKEREL WEED
Pontederia cordata
- (AW) ARROWHEAD
Sagittaria latifolia
- BERMUDA SOD
- BERMUDA SOD (BY BUILDER)
- BUFFALO SOD

PLANT LIST

QUANT.	COMMON NAME	BOTANICAL NAME	SIZE	MIN. HT.	SPACE	REMARKS
23	LACEBARK ELM	<i>Ulmus parvifolia</i>	6"	10'-12'	Per Plan	Single Trunk
19	LIVE OAK	<i>Quercus virginiana</i>	6"	10'-12'	Per Plan	Single Trunk
34	CHINQUAPIN OAK	<i>Quercus muehlenbergii</i>	6"	10'-12'	Per Plan	Single Trunk
25	WATER OAK	<i>Quercus nigra</i>	6"	10'-12'	Per Plan	Single Trunk
16	CEDAR ELM	<i>Ulmus crassifolia</i>	var.	10'-12'	Per Plan	Single Trunk, Transplant
32	ADAGIO MAIDEN GRASS	<i>Miscanthus sinensis 'Adagio'</i>	5gal.	30"	42"	Full
78	POCOMOKE CRAFT MYRTLE	<i>Lagerstroemia indica 'Pocomoke'</i>	5gal.	30"	3'-0"	Full
14	DWARF INDIAN HAWTHORN	<i>Raphiolepis indica</i>	3gal.	18"	3'-0"	Full White/Pink Flower
38	PICKEREL WEED	<i>Pontederia cordata</i>	1gal.	24"	3'-0"	Full
69	ARROWHEAD	<i>Sagittaria latifolia</i>	1gal.	24"	3'-0"	Full



ENVIRONS GROUP
LANDSCAPE ARCHITECTURE
a division of G & A Consultants, LLC
111 Hillside Drive • Lewisville, TX 75067
P: 972.317.0276 • F: 972.438.9715

LAKESHORE TERRACE
Lot 15, Block A
THE RIVER WALK AT CENTRAL PARK 3/2015
7120 Acres
in the
C. CHACON SURVEY, ABSTRACT NO. 299
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS

LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES. LANDSCAPE PLAN # 2816
JAMESON PINSON LANDSCAPE ARCHITECT
STATE OF TEXAS
2826
DATED 10/17/2016

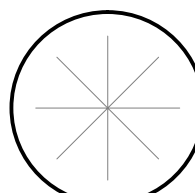
OWNER/DEVELOPER
CADD RIVERWALK, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
Ph. 469-892-7200
Contact: MR. JACK DAWSON

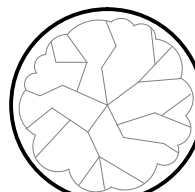


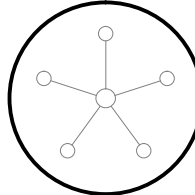
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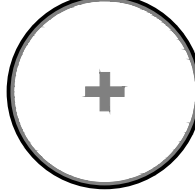
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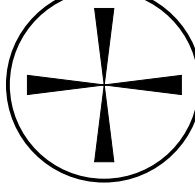
PLANT LEGEND

- 

(LE) LACEBARK ELM
Ulmus parvifolia
- 

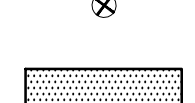
(RO) LIVE OAK
Quercus virginiana
- 

(CE) CHINGQUIPIN OAK
Quercus muehlenbergii
- 

(WO) WATER OAK
Quercus nigra
- 

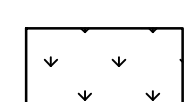
(TCE) TRANSPLANTED CEDAR ELM
Ulmus crassifolia
- 

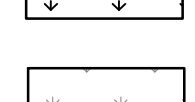
(AMG) ADAGIO MAIDEN GRASS
Miscanthus sinensis 'Adagio'
- 

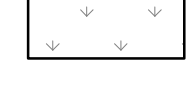
(PCM) POCOMOKE CRAWFMYRTLE
Lagerstroemia indica x fauriei 'Pocomoke'
- 

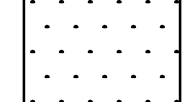
(DIH) DWARF INDIAN HAWTHORNE
Raphiolepis indica
- 

(FW) PICKEREL WEED
Pontederia cordata
- 

(AW) ARROWHEAD
Sagittaria latifolia
- 

BERMUDA SOD
- 

BERMUDA SOD
(BY BUILDER)
- 

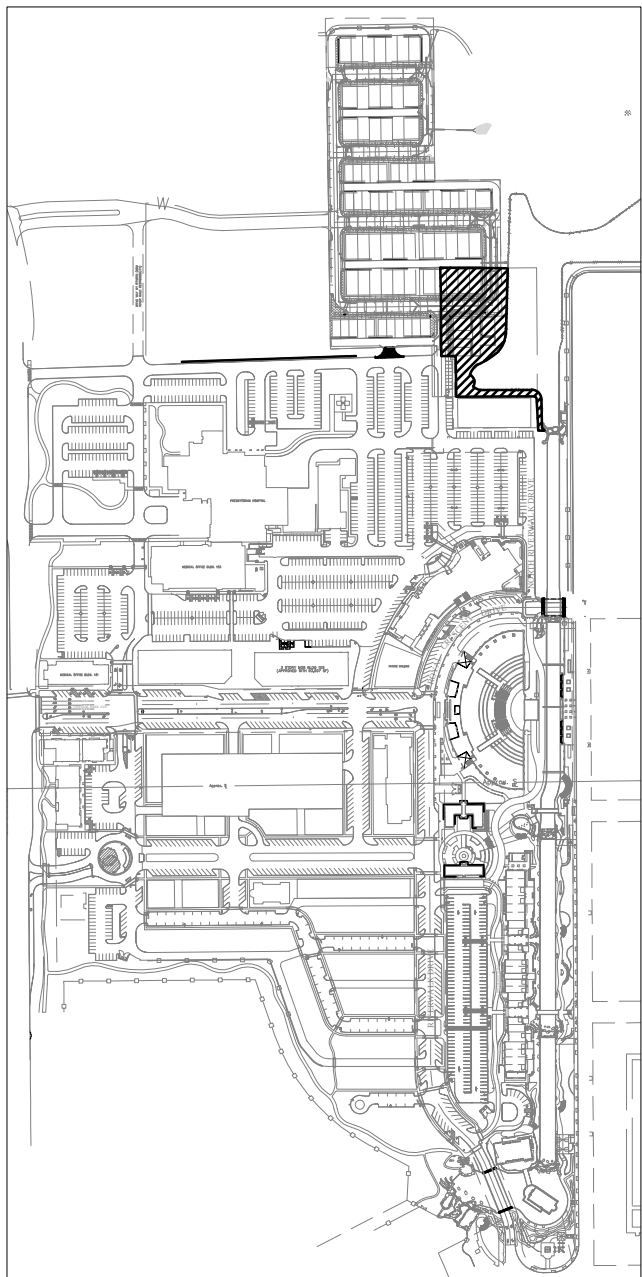
BUFFALO SOD
- 

BUFFALO SOD



30 0 30 60 90 Feet
SCALE: 1"=30'

LOCATOR MAP

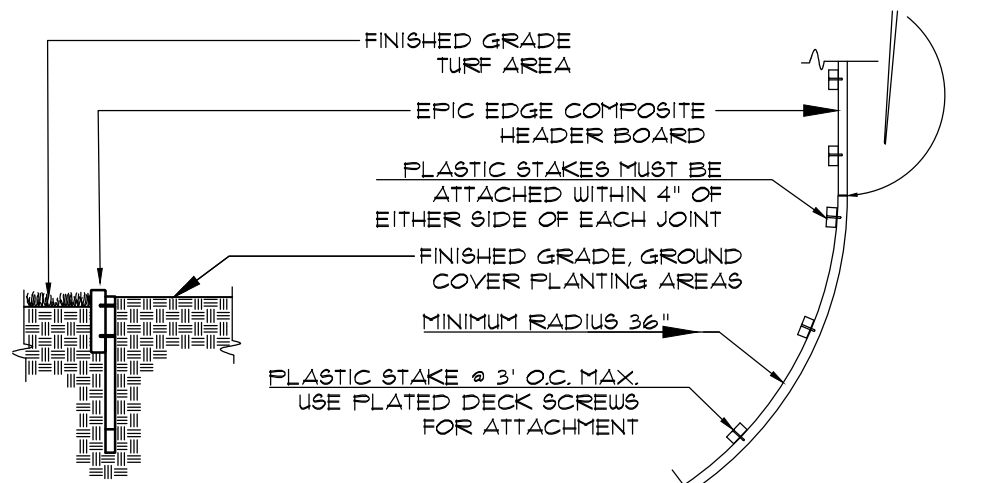


SCALE - 1:500

LANDSCAPE NOTES:

Town of Flower Mound

1. Plant material shall be measured and sized according to the latest edition of the Texas Nursery and Landscape Association (TNLA) grades and standards.
2. All plant beds shall be top-dressed with a minimum of 3 inches of hardwood or other mulch.
3. Trees shall be planted at least 4 feet from utility line, curb, walk, fire connection, and outside all utility easements.
4. Trees overhanging walks and parking shall have a minimum clear trunk height of 7 ft.
5. A visibility triangle must be provided at all intersections. Shrubs are not to exceed 30 inches in height.
6. The owner, tenant, and/or their agents, if any, shall be jointly and severally shall be responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
7. All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Flower Mound.
8. Before construction, landscape contractor and general contractor shall verify and locate all existing utilities in areas of excavation.
9. Please refer to all landscape and irrigation specifications.
10. All landscape beds and turf areas to be separated with edging.
11. All landscape beds to be 6" below finished floor.
12. All hydromulch or sod areas to be brought to +/- 1/4" by site grading contractor. Landscape contractor to bring all areas to final grade and remove all clod, rocks or debris >1" in diameter.
13. All landscape to be 100% irrigated. All irrigation within Drip lines of existing trees to be hand dug, and line to be installed in a radial fashion toward the trunk.
14. Please note that the permeable areas under the drip line of specimen and protected trees should be left at natural grade. No cutting or filling are to occur in these areas.
15. All areas of grading disturbance are to have grass reestablished at 75% coverage prior to letter of acceptance from the Town of Flower Mound. Means and methods of grass establishment and application of water for grass establishment are at the discretion of the owner and contractor.



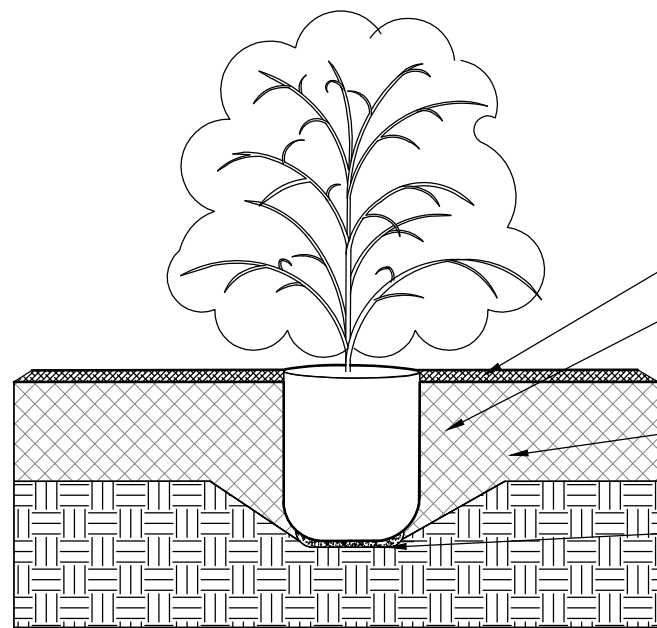
SECTION

WDR	ACTUAL DIMENSIONS	MINIMUM RADIUS POSSIBLE
1X 6	5 7/16" x 9 1/16" x 20"	36"

EPIC EDGE CHART
COLOR OPTIONS: MENDOCINO REDWOOD, PACIFICA GREY, SEDONA SAND, AND CARPENT BROWN
MANUFACTURED BY: EPIC PLASTICS, 104 EAST TURNER RD., LODI, CA 93240
URL ADDRESS: www.epicplastics.com

1 EPIC EDGE DETAIL
SCALE: NOT TO SCALE

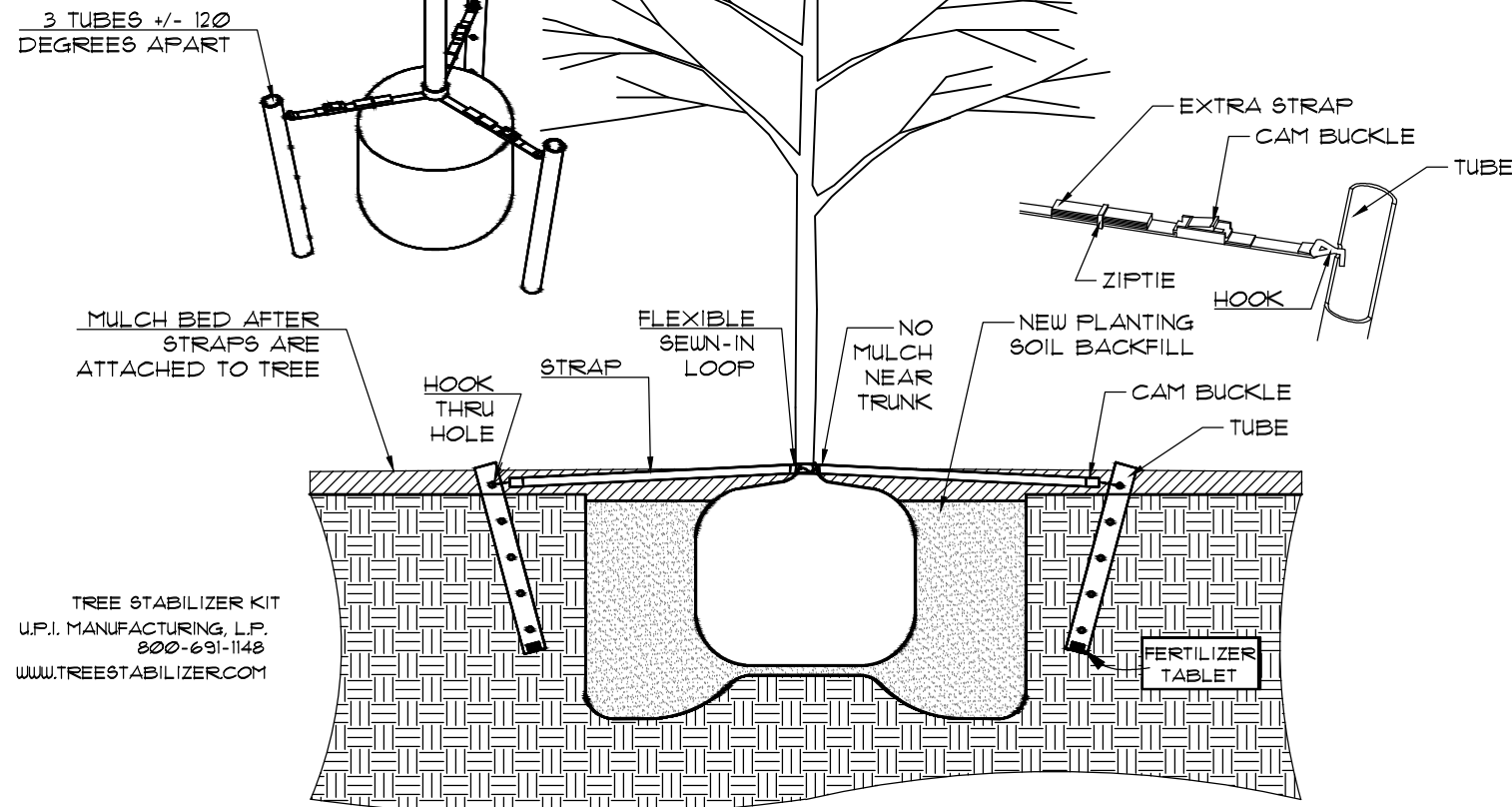
DECK BOARD IS INTENDED FOR NON-STRUCTURAL USE ONLY
COMPOSITE HEADER BOARD DETAIL 918



2 SHRUB DETAIL
SCALE: NOT TO SCALE

SPECIFICATIONS:

- TSK 30
3- 20" PERFORATED SCH. 40 PVC TUBES
3- 6" HARNESSES WITH SEW-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-9 2 YEAR TIME RELEASE FERTILIZER TABLETS
- TSK 36
3- 36" PERFORATED SCH. 40 PVC TUBES
3- 6" HARNESSES WITH SEW-IN LOOP
3- CAM BUCKLES W/ HOOK
3- ZIP TIES
3- 20-10-9 2 YEAR TIME RELEASE FERTILIZER TABLETS



3 TREE STAKING DETAIL
SCALE: NOT TO SCALE

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111 Hillside Drive • Lewisville, TX 75067
P: 972.317.0276 • F: 972.538.9715



LAKESHORE TERRACE
Lot 15, Block A
THE RIVER WALK AT CENTRAL PARK 3/2015
7120 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
C. CHACON SURVEY, ABSTRACT NO. 289

LANDSCAPE PLAN

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES
JAMESON PINSON LANDSCAPE ARCHITECT
DATED 10/17/2016



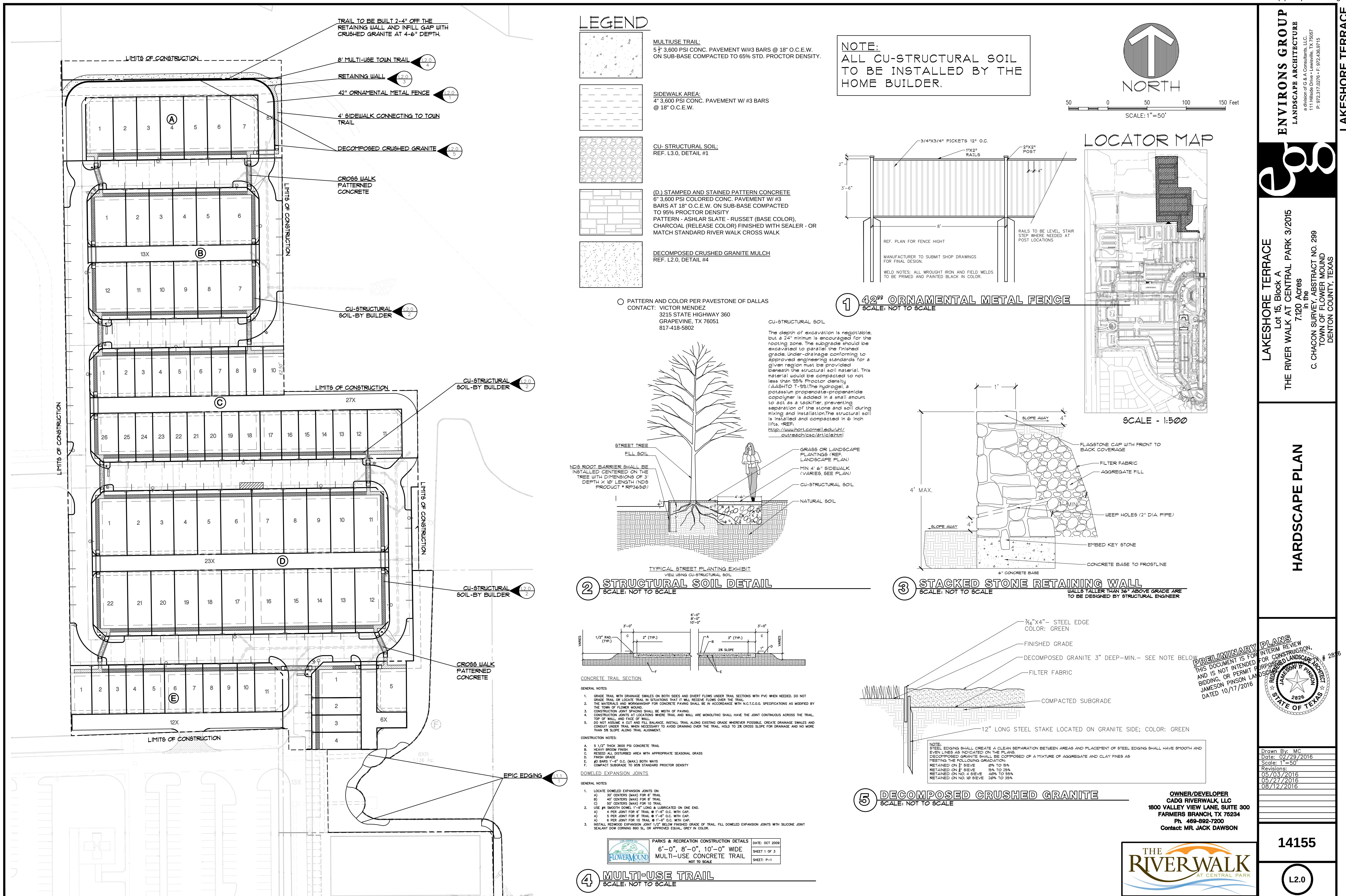
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Date: 02/29/2016
Scale: 1"=30'
Revisions:
05/03/2016
05/27/2016
08/12/2016

OWNER/DEVELOPER
CADG RIVERWALK, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
Ph. 469-892-7200
Contact: MR. JACK DAWSON

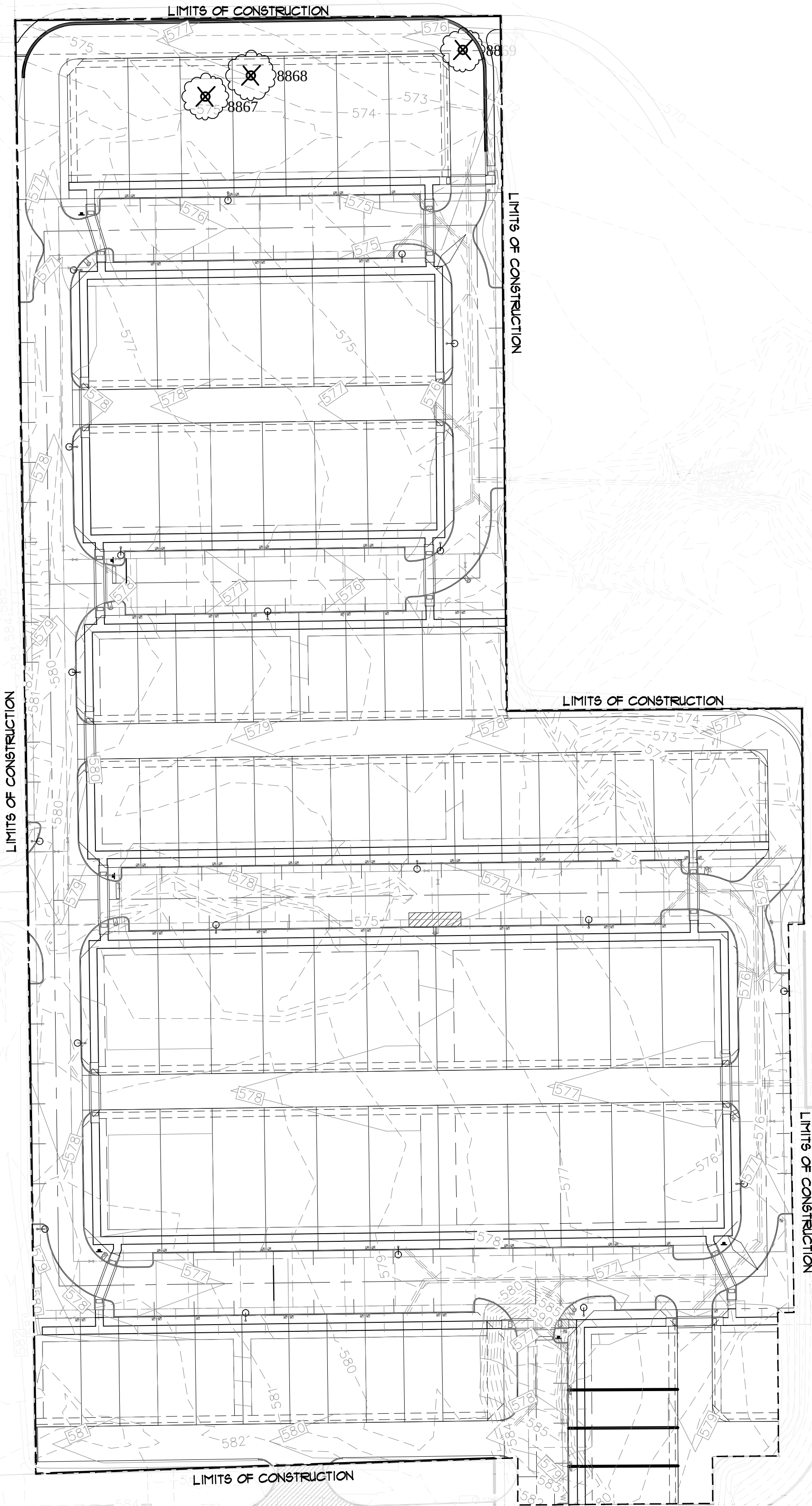


14155

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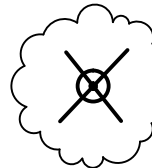
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Plotted: 10/17/2016 8:07 AM, by: Scott Wainwright, Sheet: 4/17/2016 12:05 PM, by: JAWSON



TREE CHART

TREE #	TAG	CALIPER (")	COMMON NAME	BOTANICAL NAME	PROTECTED	SPECIMEN	REMOVED
1	8867	27	POST OAK	<i>Quercus stellata</i>	Yes	No	Yes
2	8868	29	POST OAK	<i>Quercus stellata</i>	Yes	No	Yes
3	8869	25.5	POST OAK	<i>Quercus stellata</i>	Yes	No	Yes

LEGEND



SPECIMEN TREE TO BE REMOVED

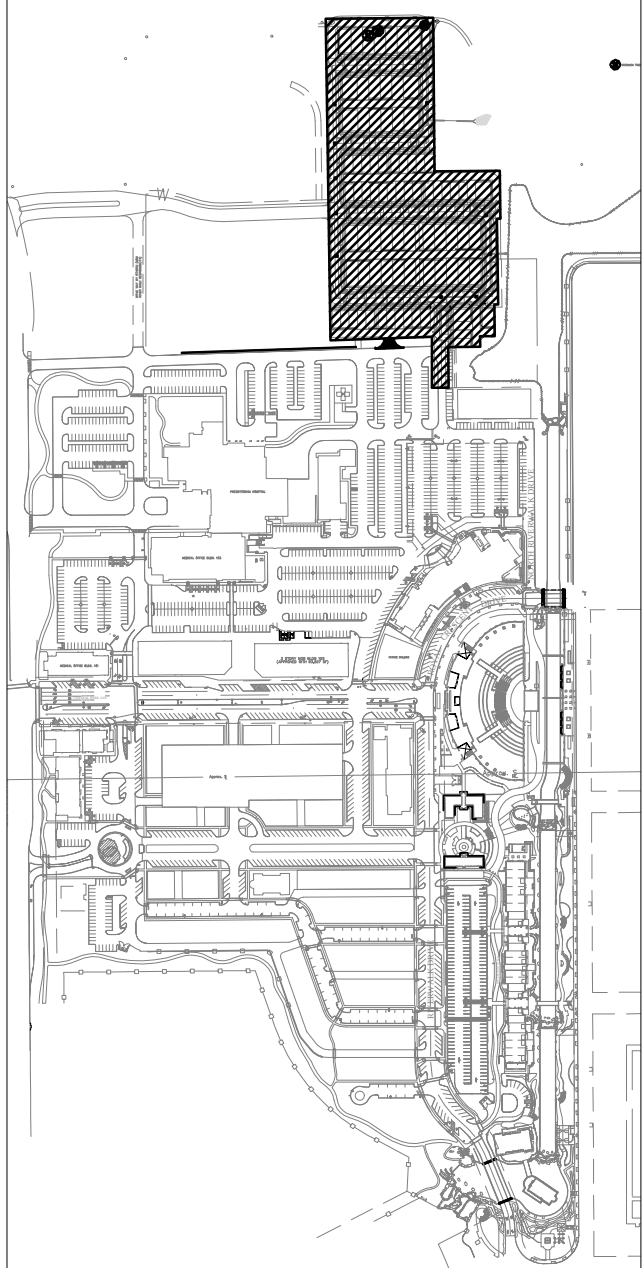
TREE PRUNING, REMOVAL AND PROTECTION MEASURES

- A. QUALITY ASSURANCE
- 1) Comply with applicable Federal, state, county and local regulations governing landscape work.
 - 2) Employ only experienced personnel. Provide adequate supervision by qualified foreman.
- B. JOB CONDITIONS
- 1) Coordination: Coordinate and cooperate with other contractors to enable the work to proceed as rapidly and efficiently as possible.
 - 2) In order to minimize conflict, secure from the Construction Manager copies of layout drawings showing the location of all underground utility lines and other structures.
- C. PRODUCTS
- 1) MULCH: Double shredded hardwood mulch free of sticks, dirt and other debris as derived from the site clearing.
- D. DEFINITIONS
- 1) CRZ: Critical Root Zone: The soil space directly under the canopy of any tree, extending out at least 7 feet from the trunk or 2/3 the distance to the dripline, whichever is greater.
 - 2) TPZ: Tree Protection Zone: The entire soil space located directly under the dripline of any tree (the entire dripline).
 - 3) CRS: Complete Root System: The soil space directly under the dripline of any tree and an additional 7 feet beyond said dripline.
 - 4) TPF: Tree Protection Fence: The orange safety barrier netting that shall extend around the entire circumference of the tree at the TPZ.
- E. PRE - CONSTRUCTION TREE PRUNING
- 1) Personnel Qualifications: All pruning shall be performed under the supervision of an International Society Arboriculture (ISA) Certified Arborist.
 - 2) All trees within the project area shall be pruned to:
 - i) Clear the crown of diseased, crossing, weak and dead wood to a minimum of 1 ½ inches in diameter.
 - ii) Provide 14 feet of vertical clearance over streets and 8 feet over sidewalks.
 - iii) Remove stubs, cutting outside the woundwood tissue that has formed around the branch.
 - iv) Reduce end weight on heavy, horizontal branches by selectively removing small diameter branches, no greater than 2 to 3 inches, near the ends of the scaffolds.
 - 3) Pruning cuts shall be made in accordance with ANSI 300 Pruning Standard and work shall be performed in accordance with ANSI Z133.1 Safety Standard. Pruning shall be in accordance with ISA's Best Management Practices: Tree Pruning.
 - 4) No more than 20 percent of live foliage shall be removed from any tree.
 - 5) Brush shall be chipped and chips shall be spread underneath trees within the tree protection zone to a maximum depth of 6 inches, leaving the trunk clear of mulch.
- F. TREE REMOVAL
- 1) Trees preservation requires a commitment to preserving and maintaining retained trees, as well as removal of any unsuited trees within the Project Area.
 - 2) All wood debris from all tree removals at the Project Site is to be chipped and stored on site for use on site in the tree preservation efforts at the discretion of the Landscape Architect.
 - 3) The limits of all tree protection zones shall be staked in the field and observed by all contractors.
 - 4) Any brush clearing required within the tree protection zone shall be accomplished with hand operated equipment.
 - 5) Trees to be removed from within the tree protection zone shall be removed under the supervision of a Certified Arborist. The trees shall be cut near ground level and the stump ground out.
- G. TREE PROTECTION
- 1) Before beginning work, the Project Manager, Landscape Architect and/or Owner or their agents are required to meet at the site to review all work procedures, access routes, storage areas, and tree protection measures. Any intended construction activities inside the TPZ shall be clearly outlined.
 - 2) Fences shall be erected to protect trees to be preserved prior to construction equipment arriving on the Project Site. Fences will define the specific protection zone for each tree or group trees. Fences are to be maintained and remain until all site work has been completed and final landscape operations begin. Fences may not be relocated or removed without written permission from the Landscape Architect. Fences may be constructed from 6" "T" stakes and orange web fence material.
 - 3) All trees to be preserved shall have 6 inches of hardwood mulch applied inside the tree protection zone. This hardwood mulch shall be replenished as necessary to maintain a 6 inch depth.
 - 4) Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
 - 5) Tree roots extend out in a straight, radial direction from the tree much like spokes on a wheel (to a depth generally not exceeding 24"). All underground utilities and drain or irrigation lines shall be routed outside the tree protection zone. If lines must traverse the protection area, they shall be tunneled or bored under the tree. Trench es "airdug" with Air Spade (registered trademark) or similar technology are the only exceptions. Irrigation line may be routed in any direction outside the dripline of retained trees. Irrigation lines inside the dripline must be in a straight, radial direction towards the tree trunk and terminate in a dead end sprinkler head no greater than 7 feet from a tree trunk. (Irrigation lines shall not in any way bisect and therefore damage the "spoke-like" root system).
 - 6) No materials, equipment, spoil, or waste or washout water may be deposited, stored, or parked within the tree protection zone.
 - 7) If unintentional injury should occur to any tree during construction, it shall be reported to the Landscape Architect within six hours so that remedial action can be taken. Timeliness is critical to tree health. The cost of any remedial treatments will become the burden of the offending contracting company.
 - 8) Any grading, construction, demolition, or other work that is expected to encounter tree roots must be monitored by the Landscape Architect. Specific locations or tree tag numbers should be identified.



50 0 50 100 150 Feet
SCALE: 1"=50'

LOCATOR MAP



SCALE - 1:500

LAKESHORE TERRACE
Lot 15, Block A
THE RIVER WALK AT CENTRAL PARK 3/2015
7120 Acres
in the
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
C. CHACON SURVEY, ABSTRACT NO. 299

TREE SURVEY

PRELIMINARY PLANS
THIS DOCUMENT IS FOR INTERIM REVIEW
AND IS NOT INTENDED FOR PROPOSED LANDSCAPE
BIDDING, OR PERMIT PURPOSES
JAMESON PINSON LANDSCAPE ARCHITECTURE, P.C.
DATED 10/17/2016



OWNER/DEVELOPER
CADG RIVERWALK, LLC
1800 VALLEY VIEW LANE, SUITE 300
FARMERS BRANCH, TX 75234
Ph. 469-892-7200
Contact: MR. JACK DAWSON



14155

L3.0



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 7

DATE: October 24, 2016

FROM: Richard Brown, Senior Planner

ITEM: **Public Hearing to consider a request for a Replat (RP16-0019 - Lakeside Ranch Business Park Addition, Lots 1R1R and 1R2R, Block C) to create two non-residential lots. The property is generally located north of Lakeside Parkway and east of Gerault Road.**

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

There is a companion site plan application on the same agenda for consideration (SP16-0021) to be developed on the northernmost lot noted on this replat.

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

The purpose of this replat is to subdivide Lots 1R1, 1R2, and 1R3 in Block C of the Lakeside Ranch Business Park Addition into two non-residential lots. The property is currently undeveloped. The subject property includes approximately 4.252 acres of land and is zoned Planned Development District No. 83 (PD-83) with Campus Industrial (CI) uses. Access to the development will be from Lakeside Parkway with emergency access (by easement) to the east.

The above referenced companion request for site plan approval will ultimately be developed on the northernmost lot. The replat will provide for various dedicated easements necessary to support this development as well as future development of the southernmost lot.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

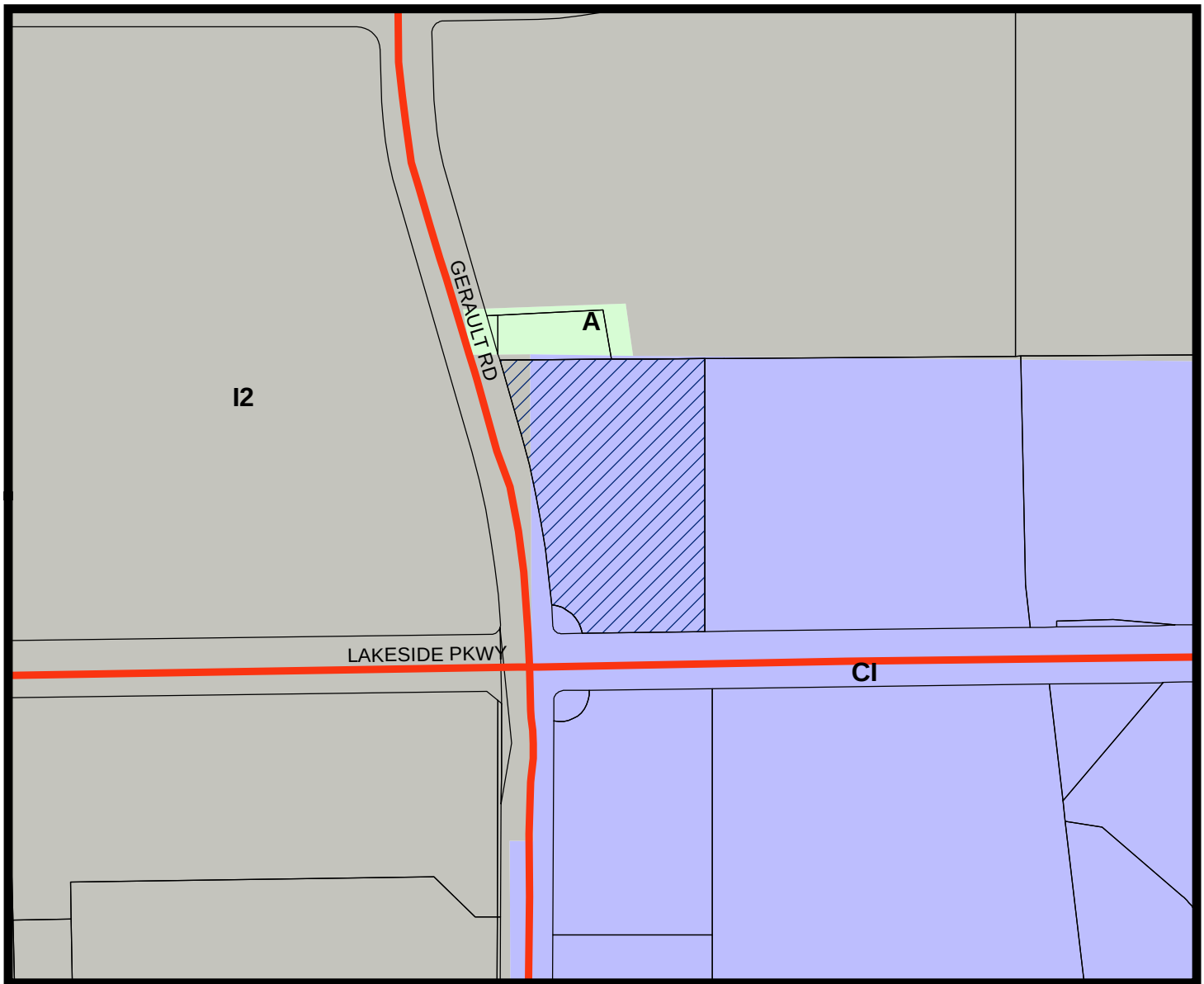
B. Application Details

1. Replat Package

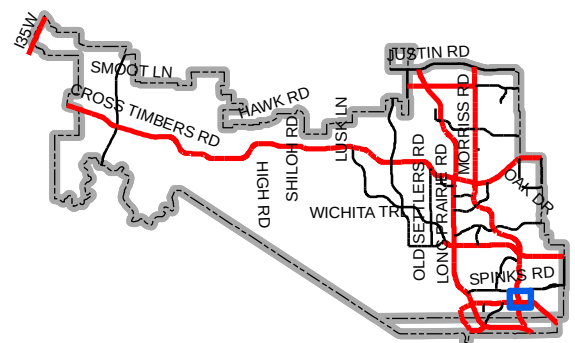
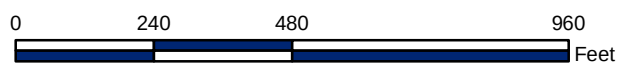
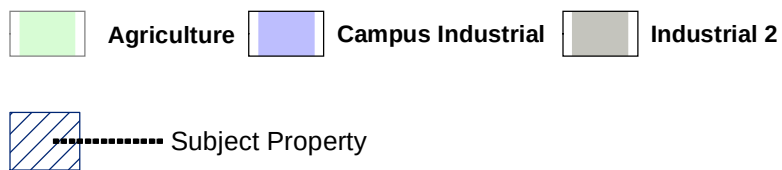


Vicinity Map

Reference Project: RP16-0019 & SP16-0021



LEGEND



Map Location



1512 Bray Central Drive, Suite 100
McKinney, TX 75069

Main (214) 473-4640
Fax (214) 544-8882

westwoodps.com
(888) 937-5150

October 12, 2016

Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

**Re: Advantage Flower Mound
NEC Lakeside Parkway at Gerault Road
Replat of Lot 1R1, Block C, Lakeside Ranch Business Park Addition**

Dear Sir or Madam:

ADV Flower Mound Property Owner, LLC (Advantage) recently purchased the subject. A copy of the vesting deed is included with this submittal. Advantage intends to subdivide the existing lot into two lots for development of a self-storage facility on the northern lot. The property is currently one lot totaling 4.5252 Acres. The existing lot will be subdivided into two lots. The existing zoning of the property is Planned Development – 83, Subdistrict A. The PD was recently modified (ZPD15-0018) to allow for self-storage use only on the subject tract. A conceptual site plan, for the self-storage site was approved along with the zoning case. It is the applicant's intent that the proposed self-storage building will conform to all current PD and Town requirements for the Lakeside Ranch Business District.

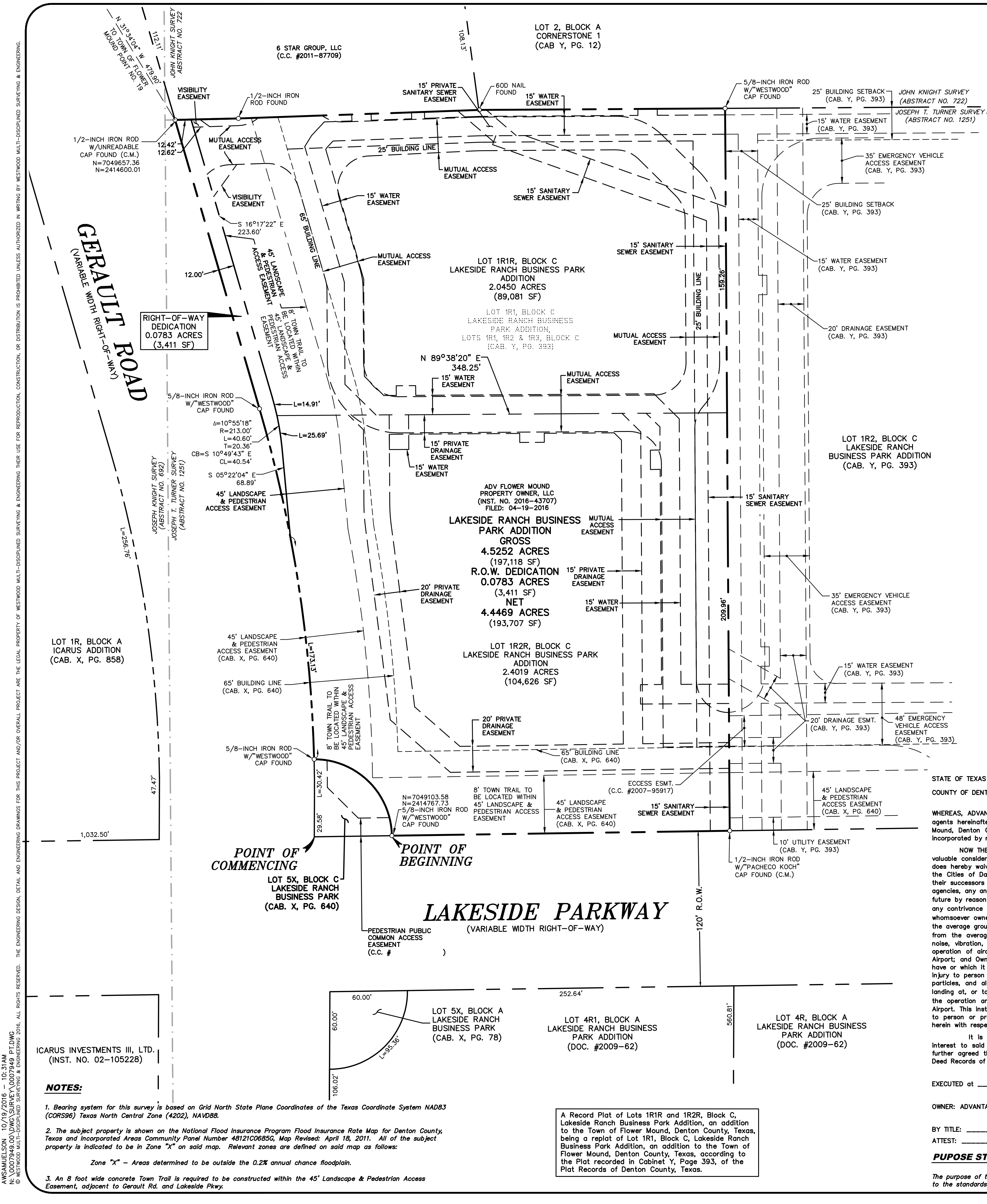
Thank you for your consideration. If you have any questions or require additional information, please let me know.

Sincerely,

WESTWOOD PROFESSIONAL SERVICES

Arlyn W. Samuelson, P.E.
Project Manager

AWS/mdl



STATE OF TEXAS
COUNTY OF DENTON

OWNER'S CERTIFICATE

WHEREAS, Advantage Flower Mound Property Owner, LLC is the owner of a 4.5252 acre tract of land situated in the Joseph T. Turner Survey, Abstract No. 1251, Denton County, Texas; said tract being all of Lot 1R1, Block C, Lakeside Ranch Business Park Addition, Lots 1R1, 1R2 and 1R3, Block C, on addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet Y, Page 397 of the Plat Records of Denton County, Texas; said 4.5252 acre tract being more particularly described as follows:

COMMENCING, at a point at the intersection of the north right-of-way line of Lakeside Parkway (a variable width right-of-way, a 120-foot wide at this point) and the easterly right-of-way line of Gerault Road (a variable width right-of-way); said point also being the southwest corner of Lot 5X, Block C, Lakeside Ranch Business Park, on addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet X, Page 640 of the Plat Records of Denton County, Texas;

THENCE, North 89 degrees, 10 minutes, 24 seconds East, along the said north line of Lakeside Parkway and the south line of said Lot 5X, Block C, a distance of 60.00 feet to a 5/8-inch iron rod with "Westwood" cap found at the POINT OF BEGINNING; said point also being the southeast corner of said Lot 5X, Block C and the Beginning of a non-tangent curve to the left;

THENCE, in a northwesterly direction, departing the said north line of Lakeside Parkway and said south line of Lot 5X, Block C and along the common line between said Lot 1R1, Block C and said Lot 5X, Block C and along said curve to the left, having a central angle of 89 degrees, 21 minutes, 33 seconds, a radius of 60.00 feet, a chord bearing and distance of North 45 degrees, 30 minutes, 22 seconds West, 84.38 feet, an arc distance of 93.58 feet to a 5/8-inch iron rod with "Westwood" cap found for corner at the end of said curve in the said easterly line of Gerault Road; said point also being in a non-tangent curve to the left and the northwest corner of said Lot 5X, Block C;

THENCE, departing the said common line between Lot 1R1, Block C and Lot 5X, Block C and along the said easterly line of Gerault Road, the following two (2) calls:

In a northwesterly direction, along the said curve to the left, having a central angle of 14 degrees, 52 minutes, 34 seconds, a radius of 1060.00 feet, a chord bearing and distance of North 08 degrees, 51 minutes, 04 seconds West, 274.44 feet, an arc distance of 275.22 feet to a 5/8-inch iron rod with "Westwood" cap found at the end of said curve;

North 16 degrees, 17 minutes, 22 seconds West, a distance of 232.89 feet to a 1/2-inch iron rod with unreadable cap found for corner; said point also being the southwest corner of that certain tract of land described in deed to 6 Star Group, LLC recorded in County Clerk's File No. 2011-87709 of the Deed Records of Denton County, Texas;

THENCE, departing the said easterly line of Gerault Road and along the common line between said Lot 1R1, Block C and said 6 Star Group tract, the following two (2) calls:

North 88 degrees, 43 minutes, 23 seconds East, a distance of 49.03 feet to a 1/2-inch iron rod found at an angle point;

North 87 degrees, 58 minutes, 22 seconds East, a distance of 186.48 feet to a 60d nail found at an angle point; said point also being the southeast corner of said 6 Star Group tract and the southwest corner of Lot 2, Block A, Cornerstone 1, an addition to the Town of Flower Mound, Texas according to the plat recorded in Cabinet Y, Page 12 of the said Plat Records;

THENCE, North 89 degrees, 38 minutes, 10 seconds East, along the common line between said Lot 1R1, Block C and said Lot 2, Block A, a distance of 190.20 feet to a 5/8-inch iron rod with "Westwood" cap found for corner; said point also being the northwest corner of Lot 1R2, Block C of said Lakeside Ranch Business Park recorded in Cabinet Y, Page 393;

THENCE, South 00 degrees 21 minutes 50 seconds East, departing the said common line between Lot 1R1, Block C and Lot 2, Block A and along the common line between said Lot 1R1, Block C and said Lot 1R2, Block C, a distance of 558.99 feet to a 1/2-inch iron rod with "Paheco Koch" cap found for corner in the said north line of Lakeside Parkway; said point also being the southwest corner of said Lot 1R2, Block C

THENCE, South 89 degrees, 10 minutes, 24 seconds West, departing the said common line between Lot 1R1, Block C and Lot 1R2, Block C and along the said north line of Lakeside Parkway, a distance of 261.41 feet to the POINT OF BEGINNING;

CONTAINING, 197,118 square feet or 4.5252 acres of land, more or less.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

This is to certify that I, Roman L. Groysman, a Registered Professional Land Surveyor for the State of Texas, have plotted the above subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

PRELIMINARY

RELEASED 08/12/16 FOR REVIEW PURPOSES ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

Roman L. Groysman,
Registered Professional Land Surveyor
No. 5864

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Roman L. Groysman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS MY HAND at Collin County, Texas, this _____ day of _____, 2016.

Notary Public in and for the State of Texas.
AUGUST EASEMENT AND RELEASE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, ADVANTAGE FLOWER MOUND PROPERTY OWNER acting through the undersigned, their duly authorized agents hereinafter called 'Owner', is the owner of that certain parcel of land situated in the Town of Flower Mound, Denton County, Texas, being more particularly described on the subdivision plat attached hereto and incorporated by reference herein, as the case may be;

NOW THEREFORE, in consideration of the sum of ONE AND 00/100 (\$1.00) DOLLAR and other good and valuable consideration, the receipt and sufficiency of which is hereby fully acknowledged and confessed, Owner does hereby waive, release, remise, quitclaim and surrender to the Dallas-Fort Worth Regional Airport Board, the Cities of Dallas, Texas and Fort Worth, Texas, the Town of Flower Mound, Texas, municipal corporations, their successors and assigns, hereinafter collectively called 'Cities', for the use and benefit of the public and its agencies, any and all claims for damages of any kind that Owner may now have or may hereafter have in the future by reason of the passage of all aircraft ('aircraft' being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in the air space over Owner's property above a level measured 150 feet from the average ground level of said property as some presently exist, to an infinite height above the said 150 feet from the average ground level, or the causing in all air space above the surface of Owner's property such noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused by the operation of aircraft landing at, or taking off from, or operating at, or on the Dallas-Fort Worth Regional Airport; and Owner does hereby fully waive, remise and release any right or cause of action which it may now have or which it may in the future have against Cities, their successors and assigns, whether such claim be for injury to person or damages to or taking of property, due to noise, vibration, fumes, dust, fuel and lubricant particles, and all other effects that may be caused or may have been caused by the operation of aircraft landing at, or taking off from, or operating at, or maintenance of aircraft landing at, or taking off from, or the operation and/or maintenance of aircraft or aircraft engines at or on said Dallas-Fort Worth Regional Airport. This instrument does not release the owner or operators of aircraft from liability for personal injury to person or property caused by falling aircraft or falling physical objects from aircraft, except as stated herein with respect to noise, fumes, dust, fuel and lubricant particles.

It is agreed that this Release shall be binding upon Owner's heirs and assigns, and successors in interest to said property described on the subdivision plat attached hereto, as the case may be, and it is further agreed that this instrument shall be a covenant running with the land, and shall be recorded in the Deed Records of Denton County, Texas.

EXECUTED at _____, Texas, this _____ day of _____, A.D., 2016

OWNER: ADVANTAGE FLOWER MOUND PROPERTY OWNER

BY TITLE: _____
ATTEST: _____

PURPOSE STATEMENT:

The purpose of this replat is to define Lots 1R1R and 1R2R, Block C for development of a use conforming to the standards outlined in PD-83, as amended.

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

HOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, We, ADVANTAGE FLOWER MOUND PROPERTY OWNER, do hereby adopt this replat designating the herein above described property as LAKESIDE RANCH BUSINESS PARK ADDITION, LOTS 1R1R, 1R2R, BLOCK C, being a Replat of Lot 1R1, Block C of the Lakeside Ranch Business Park Addition, Lots 1R1, 1R2 & 1R3, on addition to the Town of Flower Mound, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys, and rights-of-way are hereby dedicated in fee simple to the Town of Flower Mound for municipal purposes. The utility, emergency vehicle access and access easements (streets, alleys and common areas) shall be open to fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any, public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

Developer hereby designates all of the drainage easements identified on this plat as mutual drainage easements in favor of the Town of Flower Mound thereby granting to the Town the right and authority to enter upon and allow or cause storm water drainage to flow in, on, across, over and through said drainage easements and improvements. This designation and grant includes any and all natural channels, private drainage features and associated drainage easements and improvements in, on and about the property which is the subject of this plat. Developer further grants to Town the right, but not the obligation, to enter upon the property to inspect an perform emergency maintenance or repairs to the improvements and assess the costs related to such maintenance or repair upon the then owners of the lots abutting, adjacent to, or served by the improvements. The Town of Flower Mound is not responsible for the design, construction, operation, maintenance, or use of any natural channels, private drainage features and associated drainage easements, hereinafter referred to as 'improvements', to be developed and constructed by the developer or his successors. Developer will indemnify, defend, and hold harmless the Town of Flower Mound, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, reconstruction, operation, maintenance, condition, or use of the improvements, including any non-performance of the foregoing. Developer will require any successor in interest to accept full responsibility and liability for the improvements. All of the above shall be covenants running with the land. It is expressly contemplated that the developer shall impose the covenants upon all lots abutting, adjacent to, or served by the improvements for the full obligation and responsibility of maintaining and operating said improvements.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Flower Mound.

Witness my ho this the _____ day of _____, 2016

By _____
Name:
Title:

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared _____ of ADVANTAGE FLOWER MOUND PROPERTY OWNER, known to me to be the some person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the some for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for the State of Texas

SIGNED AND SEALED:

TOWN OF FLOWER MOUND

Theresa Scott, TRMC, Town Secretary
Town of Flower Mound

Date _____, 2016

APPROVED:

TOWN OF FLOWER MOUND
PLANNING AND ZONING COMMISSION

Claudio Forest, Chairman
Planning and Zoning Commission

Doug Powell, Executive Director
Development Services

Date _____, 2016

SHEET 1 OF 3
REPLAT OF
LOT 1R1, BLOCK C INTO
LOTS 1R1R AND 1R2R, BLOCK C
LAKESIDE RANCH
BUSINESS PARK ADDITION
BEING 4.5252 ACRES OF LAND
LOCATED IN THE JOSEPH T. TURNER
SURVEY, ABST. No. 1251 IN THE TOWN OF
FLOWER MOUND, DENTON COUNTY, TEXAS

Zoning Standard - Planned Development District 83 (PD-83)	Required
Min. Lot area	None
Min. Lot width	None
Min. Floor Area	None
Min. Front Yard	65 ft.
Min. Side Yard	25 ft.
Min. Rear Yard	25 ft.
Max. Height (stories/ft)	3 / 45 ft.

OWNER:

ADV FLOWER MOUND
PROPERTY OWNER, LLC
2600 Eldorado Parkway
Suite 110
McKinney, Texas 75070
(972) 547-0236 (PHONE)

1512 BRAY CENTRAL DRIVE
SUITE 100
MC KINNEY, TEXAS 75069
TX BOARD PROF. ENGINEERS, CERT. #11756; TX BOARD PROF. LAND SURVEYING, CERT. 1007430

ENGINEERING & DEVELOPMENT COMPANY, INC.
a division of **Westwood**
(214) 437-4640 PHONE
(888) 937-5150 TOLL FREE
WWW.WESTWOODPS.COM

PREPARED 04-05-2016
SURVEYED 04-06-2016
SCALE: 1" = 40'
W NUMBER R0007949.00
DRAWN BY: RLG
CHECKED BY: AWS

DWG NO: 0007949 PT.DWG

10/19/2016 10:34 AM
ANSAULSON, J. DOUGLAS
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NOTES:

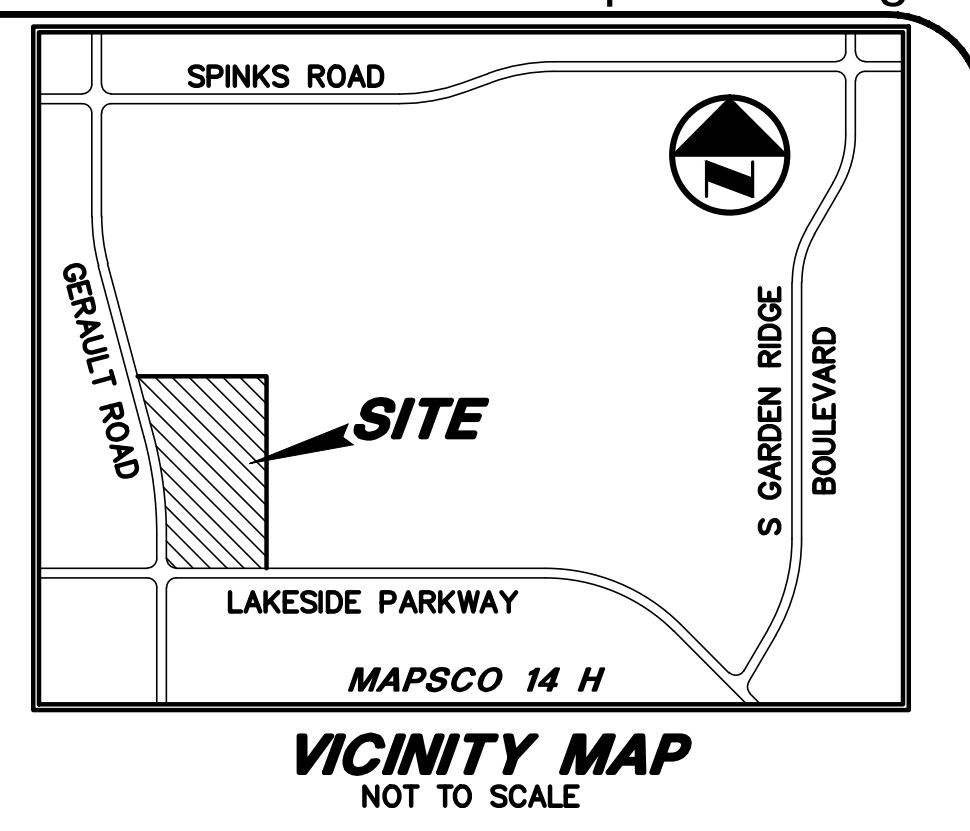
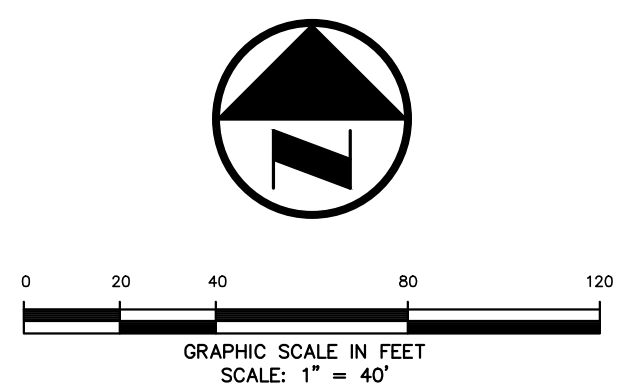
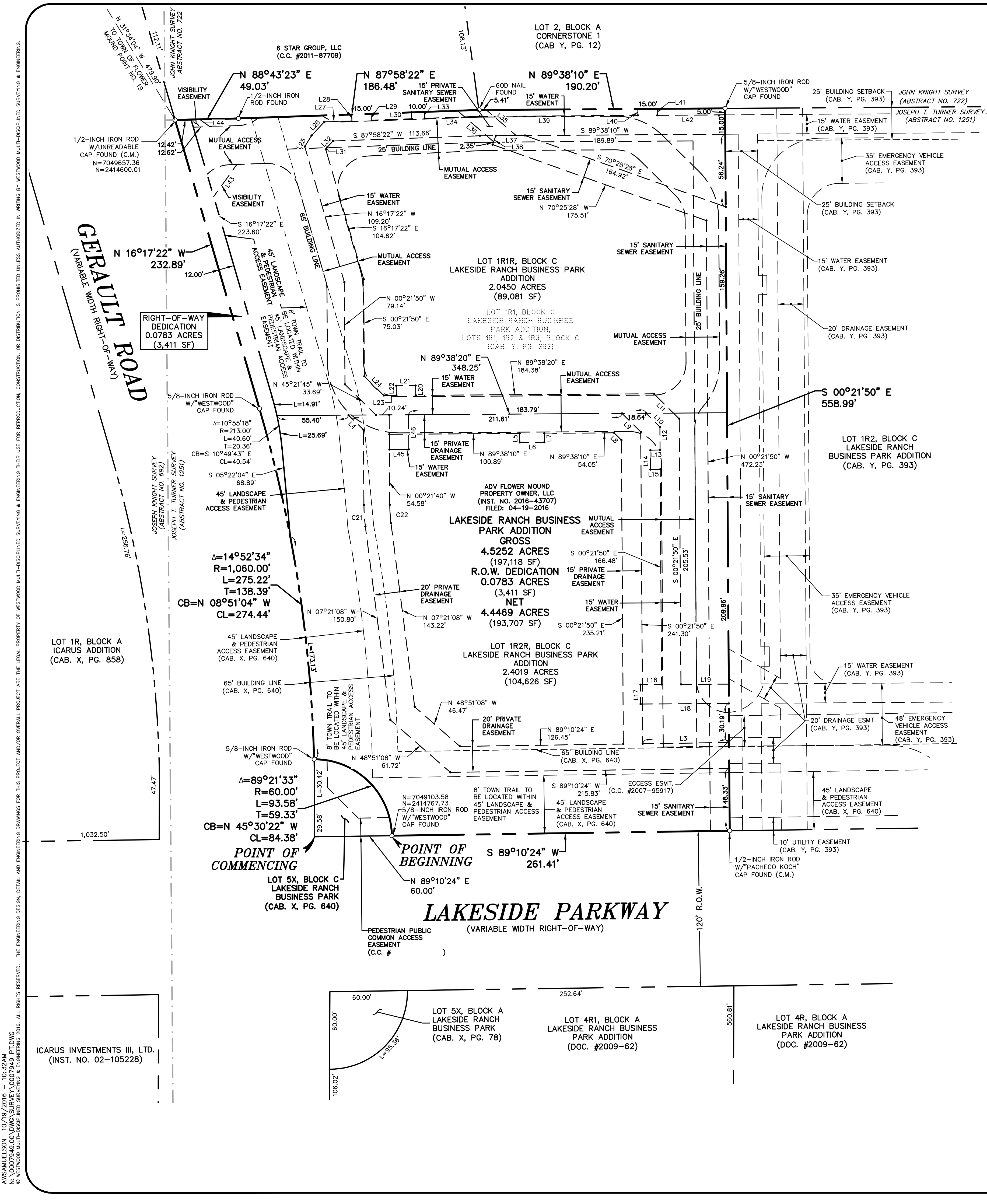
1. Bearing system for this survey is based on Grid North State Plane Coordinates of the Texas Coordinate System NAD83 (GCRS96) Texas North Central Zone (4202), NAVD88.

2. The subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas Community Panel Number 48121C06856, Map Revised: April 18, 2011. All of the subject property is indicated to be in Zone "X" on said map. Relevant zones are defined on said map as follows:

Zone "X" - Areas determined to be outside the 0.2% annual chance floodplain.

3. An 8 foot wide concrete Town Trail is required to be constructed within the 45' Landscape & Pedestrian Access Easement, adjacent to Gerault Rd. and Lakeside Pkwy.

A Record Plat of Lots 1R1R and 1R2R, Block C, Lakeside Ranch Business Park Addition, on addition to the Town of Flower Mound, Denton County, Texas, being a replat of Lot 1R1, Block C, Lakeside Ranch Business Park Addition, on addition to the Town of Flower Mound, Denton County, Texas, according to the Plat recorded in Cabinet Y, Page 393, of the Plat Records of Denton County, Texas.



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 87°58'22" W	34.92'
L2	S 87°58'22" W	28.75'
L3	N 89°10'24" E	66.86'
L4	S 45°21'45" E	16.21'
L5	S 00°21'50" E	6.99'
L6	N 89°38'10" E	19.00'
L7	S 00°21'50" E	6.99'
L8	S 45°21'45" E	7.92'
L9	S 45°21'45" E	20.36'
L10	N 45°16'43" W	15.02'
L11	N 45°16'43" W	27.44'
L12	N 00°21'50" W	17.85'
L13	S 88°59'46" W	7.50'
L14	S 00°21'50" E	15.00'
L15	N 88°59'46" E	7.50'
L16	S 89°38'10" W	16.29'
L17	S 00°18'42" E	15.00'
L18	N 89°38'10" E	68.32'
L19	S 89°38'10" W	37.01'
L20	S 00°57'36" E	7.50'
L21	N 89°38'20" E	15.00'
L22	S 00°57'36" E	7.50'
L23	N 89°38'20" E	9.67'

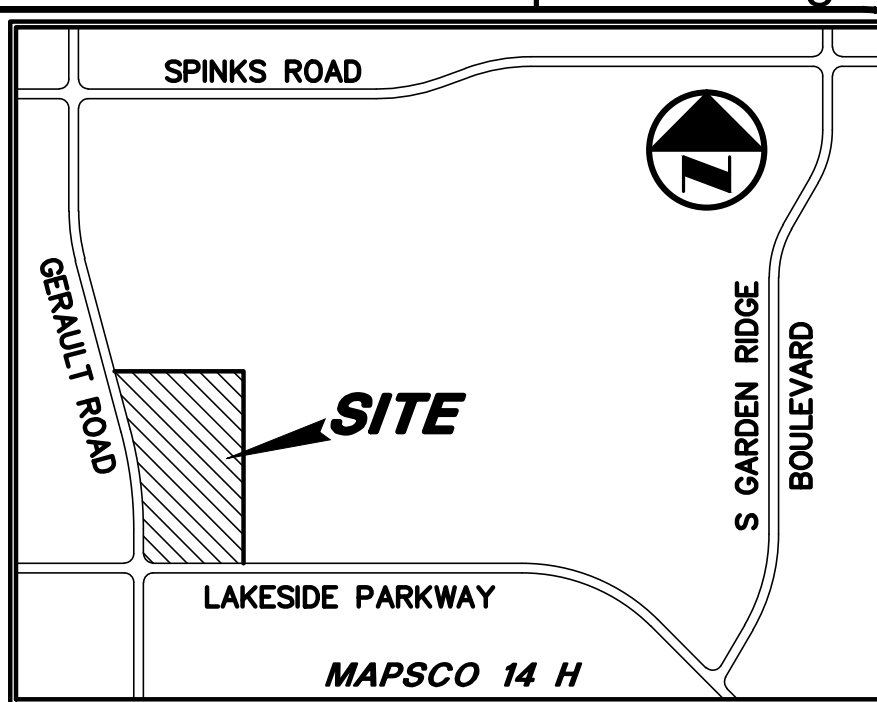
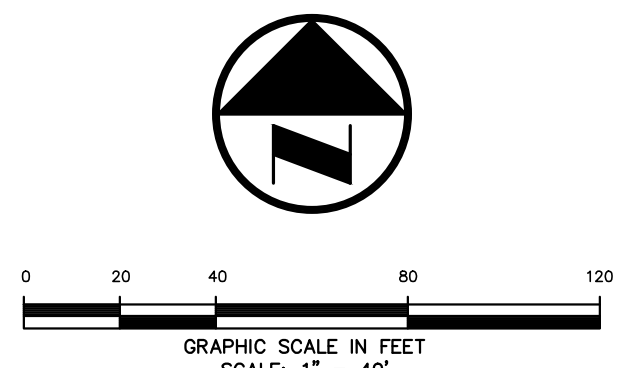
LINE TABLE		
LINE #	DIRECTION	LENGTH
L24	S 45°21'45" E	21.25'
L25	N 31°43'22" E	10.04'
L26	N 42°58'22" E	14.48'
L27	N 87°58'21" E	21.37'
L28	N 02°01'38" W	5.00'
L29	N 02°01'38" W	5.00'
L30	N 87°58'22" E	31.30'
L31	N 31°43'22" E	1.88'
L32	N 42°58'22" E	6.79'
L33	S 02°01'38" E	5.00'
L34	N 87°58'22" E	42.43'
L35	S 49°24'21" E	30.51'
L36	S 49°24'21" E	36.90'
L37	N 89°38'10" E	22.51'
L38	S 19°34'32" W	7.32'
L39	N 89°38'10" E	122.62'
L40	N 00°21'50" W	5.00'
L41	N 00°21'50" W	5.00'
L42	N 89°38'10" E	52.49'
L43	S 35°50'30" W	30.69'
L44	N 54°09'55" W	9.60'
L45	S 89°38'20" W	15.00'
L46	N 00°21'40" W	26.82'

CURVE TABLE					
CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD DIRECTION
C1	38°44'32"	25.00'	16.90'	8.79'	N 68°36'05" E
C2	38°44'29"	25.00'	16.90'	8.79'	S 72°39'22" E
C3	1°39'48"	126.00'	3.66'	1.83'	S 88°48'16" W
C4	45°00'00"	51.00'	40.06'	21.12'	N 67°51'50" W
C5	45°00'00"	51.00'	40.06'	21.12'	N 22°51'50" W
C6	42°00'59"	50.98'	37.39'	19.58'	N 20°37'27" E
C7	41°59'47"	25.00'	18.32'	9.60'	S 20°38'03" W
C8	90°01'37"	25.00'	39.28'	25.01'	S 45°22'39" E
C9	89°59'47"	25.00'	39.27'	25.00'	N 45°21'44" W
C10	89°59'47"	55.00'	86.39'	55.00'	S 45°21'44" E
C11	15°55'32"	25.00'	6.95'	3.50'	N 08°19'36" W
C12	75°44'16"	25.00'	33.05'	19.44'	N 54°09'30" W
C13	43°17'55"	25.00'	18.89'	9.92'	S 66°19'24" W
C14	105°45'47"	25.00'	46.15'	33.03'	N 36°45'15" E
C15	1°39'48"	100.00'	2.90'	1.45'	N 88°48'16" E
C16	45°00'00"	25.00'	19.64'	10.36'	S 67°51'50" E
C17	45°00'00"	25.00'	19.63'	10.36'	S 22°51'50" E
C18	90°03'16"	24.99'	39.27'	25.01'	S 44°38'10" W
C19	89°59'47"	27.00'	42.41'	27.00'	N 45°21'44" W
C20	15°55'32"	53.00'	14.73'	7.41'	N 08°19'36" W
C21	6°59'28"	137.50'	16.78'	8.40'	S 03°51'24" E
C22	6°59'28"	117.50'	14.34'	7.18'	S 03°51'24" E

SHEET 2 OF 3
REPLAT OF
LOT 1R1, BLOCK C INTO
**LOTS 1R1R AND 1R2R, BLOCK C
LAKESIDE RANCH
BUSINESS PARK ADDITION**
BEING 4.5252 ACRES OF LAND
LOCATED IN THE JOSEPH T. TURNER
SURVEY, ABST. No. 1251 IN THE TOWN OF
FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER: ADV FLOWER MOUND PROPERTY OWNER, LLC 2600 Eldorado Parkway Suite 110 McKinney, Texas 75070 (972) 547-0236 (PHONE)	PPCGUIE ENGINEERING & DEVELOPMENT COMPANY, INC. a division of Westwood 1512 BRAY CENTRAL DRIVE SUITE 100 McKINNEY, TEXAS 75069 WWW.WESTWOODPS.COM TX BOARD PROF. ENGINEERS, CERT. #11756; TX BOARD PROF. LAND SURVEYING, CERT. 1007430	PREPARED 04-05-2016 SURVEYED 04-06-2016 SCALE: 1" = 40' W NUMBER R0007949.00 DRAWN BY: RLG CHECKED BY: AWS
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ANSAULSON, J. 10/19/2016 10:32AM
DWG: 0007949.PTDWG
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VICINITY MAP
NOT TO SCALE

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 87°58'22" W	34.92'
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L43	S 35°50'30" W	30.69'
L44	N 54°09'55" W	9.60'
L45	S 89°38'20" W	15.00'
L46	N 00°21'40" W	26.82'

CURVE TABLE						
CURVE #	DELTA	RADIUS	LENGTH	TANGENT	CHORD DIRECTION	CHORD LENGTH
C1	38°44'32"	25.00'	16.90'	8.79'	N 68°36'05" E	16.58'
C2	38°44'29"	25.00'	16.90'	8.79'	S 72°39'22" E	16.58'
C3	1°39'48"	126.00'	3.66'	1.83'	S 88°48'16" W	3.66'
C4	45°00'00"	51.00'	40.06'	21.12'	N 67°51'50" W	39.03'
C5	45°00'00"	51.00'	40.06'	21.12'	N 22°51'50" W	39.03'
C6	42°00'59"	50.98'	37.39'	19.58'	N 20°37'27" E	36.55'
C7	41°58'47"	25.00'	18.32'	9.60'	S 20°38'03" W	17.92'
C8	90°01'37"	25.00'	39.28'	25.01'	S 45°22'39" E	35.36'
C9	89°59'47"	25.00'	39.27'	25.00'	N 45°21'44" W	35.35'
C10	89°59'47"	55.00'	86.39'	55.00'	S 45°21'44" E	77.78'
C11	15°55'32"	25.00'	6.95'	3.50'	N 08°19'36" W	6.93'
C12	75°44'16"	25.00'	33.05'	19.44'	N 54°09'30" W	30.69'
C13	43°17'55"	25.00'	18.89'	9.92'	S 66°19'24" W	18.45'
C14	105°45'47"	25.00'	46.15'	33.03'	N 36°45'15" E	39.87'
C15	1°39'48"	100.00'	2.90'	1.45'	N 88°48'16" E	2.90'
C16	45°00'00"	25.00'	19.64'	10.36'	S 67°51'50" E	19.13'
C17	45°00'00"	25.00'	19.63'	10.36'	S 22°51'50" E	19.13'
C18	90°03'16"	24.99'	39.27'	25.01'	S 44°38'10" W	35.36'
C19	89°59'47"	27.00'	42.41'	27.00'	N 45°21'44" W	38.18'
C20	15°55'32"	53.00'	16.73'	7.41'	N 08°19'36" W	14.68'
C21	6°59'28"	137.50'	14.78'	8.40'	S 03°51'24" E	16.77'
C22	6°59'28"	117.50'	14.34'	7.18'	S 03°51'24" E	14.33'

SHEET 3 OF 3
REPLAT OF
LOT 1R1, BLOCK C INTO
LOTS 1R1R AND 1R2R, BLOCK C
LAKESIDE RANCH
BUSINESS PARK ADDITION
BEING 4.5252 ACRES OF LAND
LOCATED IN THE JOSEPH T. TURNER
SURVEY, ABST. No. 1251 IN THE TOWN OF
FLOWER MOUND, DENTON COUNTY, TEXAS

OWNER:

ADV FLOWER MOUND
PROPERTY OWNER, LLC
2600 Eldorado Parkway
Suite 110
McKinney, Texas 75070
(972) 547-0236 (PHONE)



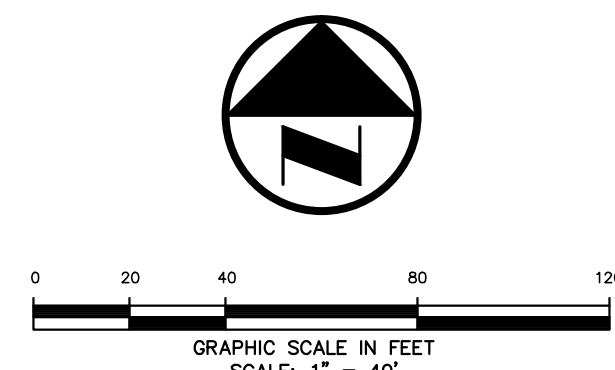
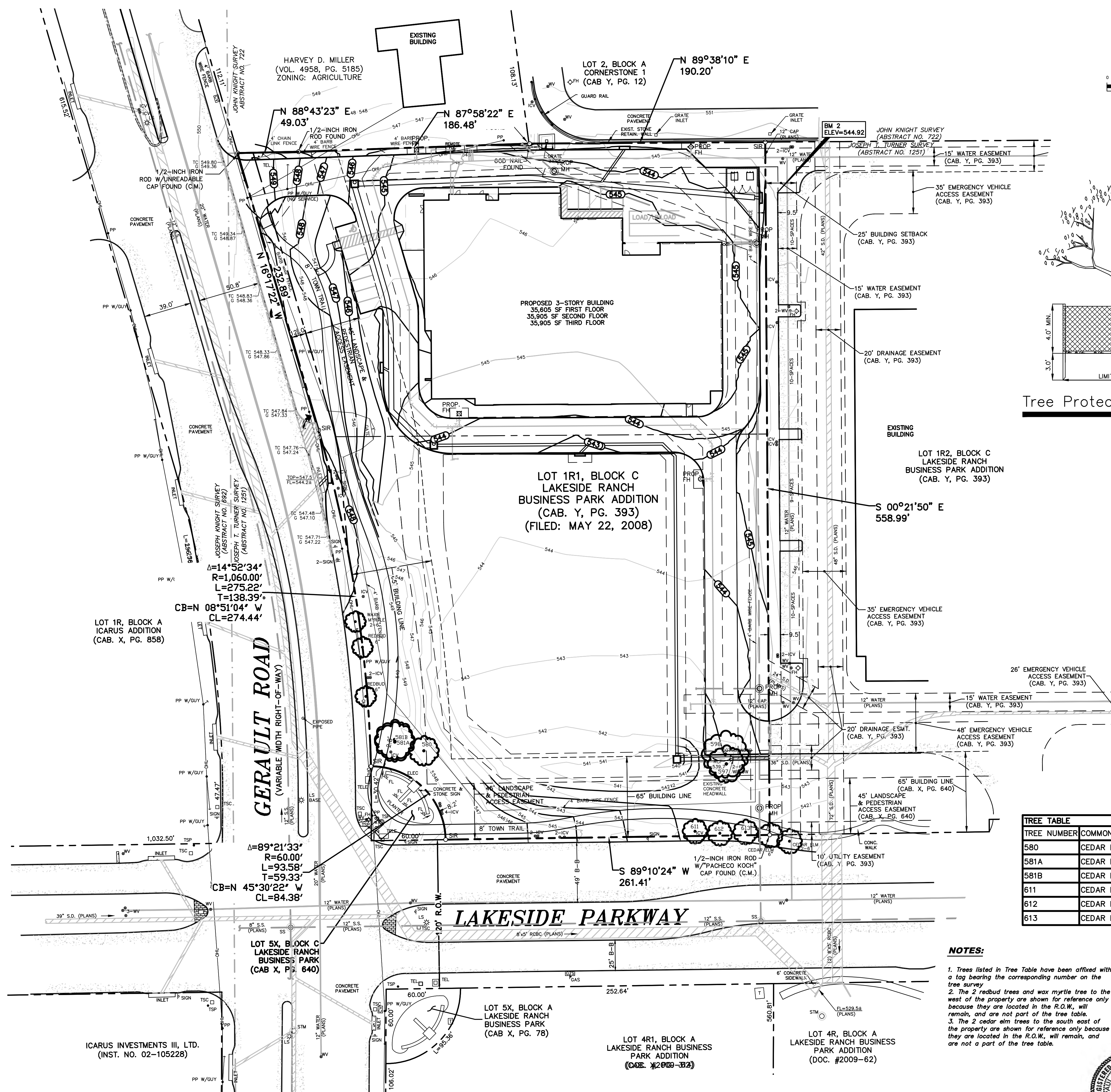
POGUE
ENGINEERING & DEVELOPMENT COMPANY, INC.

a division of **Westwood**

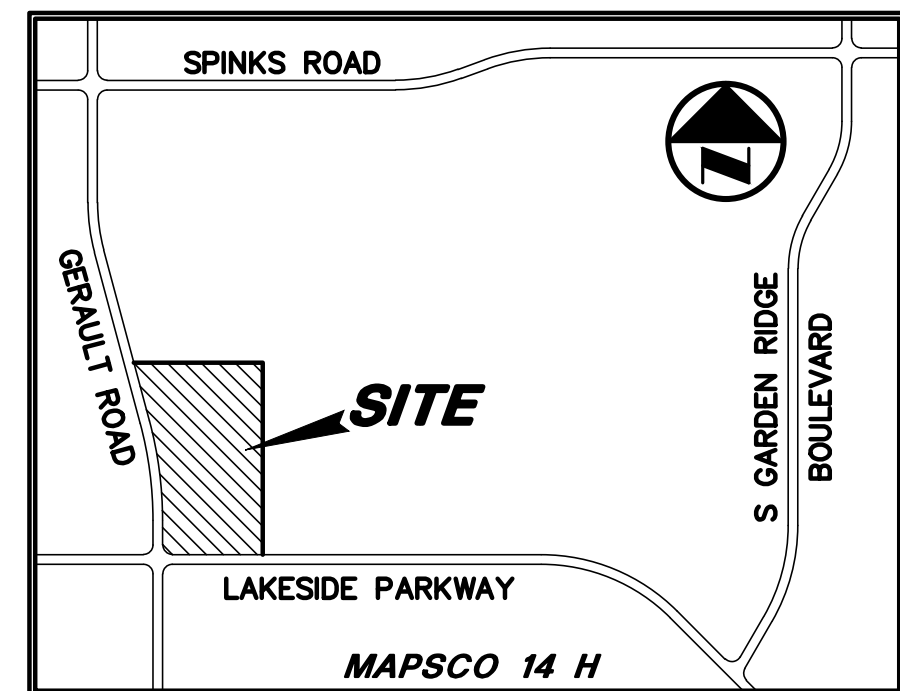
1512 BRAY CENTRAL DRIVE
SUITE 100

McKINNEY, TEXAS 75069 WWW.WESTWOODPS.COM
TX BOARD PROF. ENGINEERS, CERT. #11756; TX BOARD PROF. LAND SURVEYING, CERT. 1007430

PREPARED	04-05-2016
SURVEYED	04-06-2016
SCALE:	1" = 40'
W NUMBER	R0007949.00
DRAWN BY:	RLG
CHECKED BY:	AWS



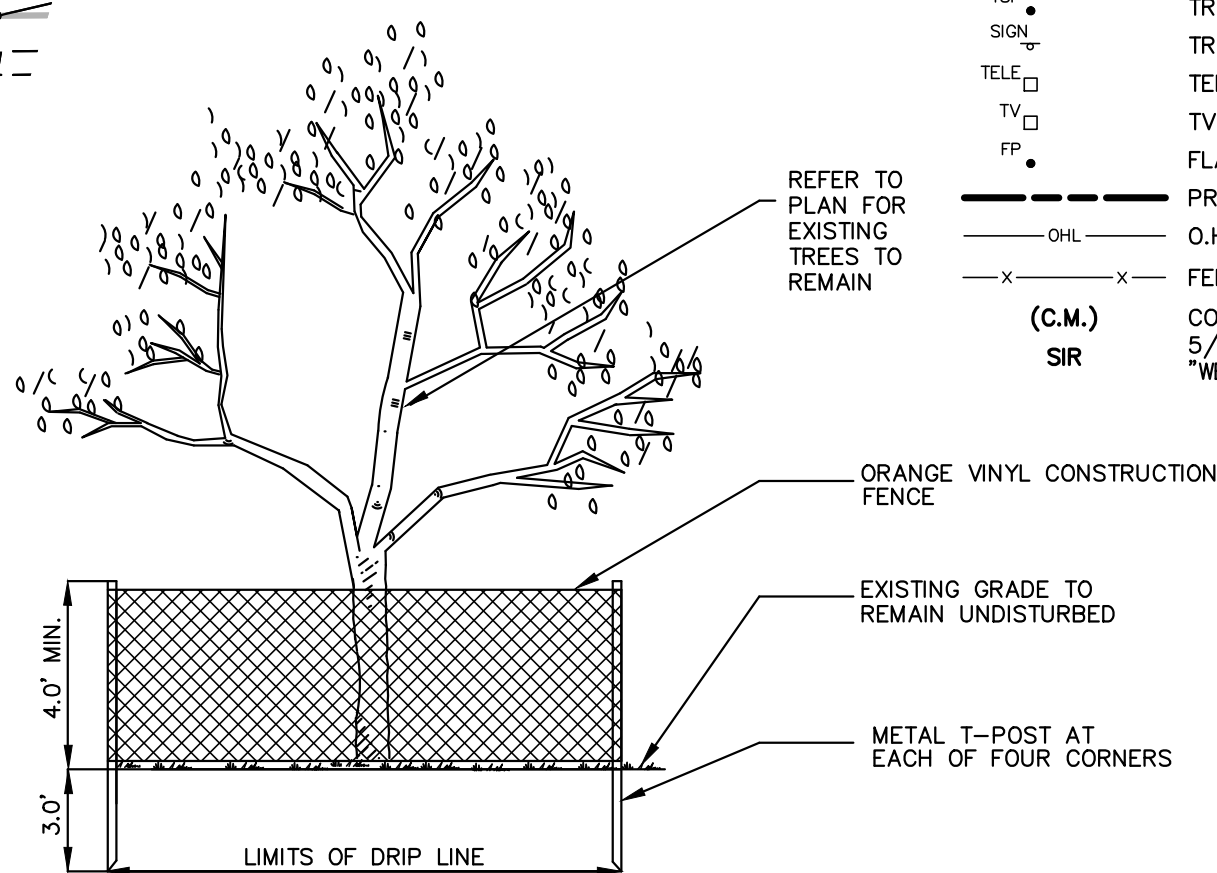
LEGEND	
B ₁	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
CO	CLEAN OUT
MH	MANHOLE
GV	GAS VALVE
GM	GAS METER
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
SN	TRAFFIC SIGN
TELE	TELEPHONE BOX
TV	TV BOX
FP	FLAG POLE
---	PROPERTY LINE
---	O.H. POWER LINES
---	FENCE
(C.M.)	CONTROLLING MONUMENT
SIR	5/8-INCH IRON ROD WITH "WESTWOOD" CAP SET



MAPSCO 14 H

VICINITY MAP
NOT TO SCALE

Tree Protective Fencing – NTS



Tree Protection Notes

THE FOLLOWING TREE PROTECTION MEASURES SHALL BE REQUIRED:

- PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL FOUR-FOOT-HIGH PLASTIC (OR EQUIVALENT) SAFETY FENCING AROUND THE DRIP LINE OF PROTECTED TREES AND SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF SPECIMEN AND HISTORIC TREES.
- PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS, DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY. WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE, THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.
- DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR HISTORIC TREE OR GROUP OF SUCH TREES.
- NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY PROTECTED TREE(S).
- WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.
- UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR HISTORIC TREE OR GROUP OF SUCH TREES.
- ANY TREE(S) REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAULED OFFSITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.
- THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT PROTECTED, SPECIMEN, OR HISTORIC TREES.

TREE TABLE

TREE NUMBER	COMMON NAME	SCIENTIFIC NAME	DIAMETER	GENERAL HEALTH	CANOPY SPREAD	TREE STATUS	TREE REMAIN?	COORDINATES
580	CEDAR ELM	ULMUS CRASSIFOLIA	10" TRUNK	HEALTHY	15' SPREAD	PROTECTED	YES	32.99521, -97.04528
581A	CEDAR ELM	ULMUS CRASSIFOLIA	10" TRUNK	HEALTHY	22' SPREAD	PROTECTED	YES	32.99520, -97.04535
581B	CEDAR ELM	ULMUS CRASSIFOLIA	10" TRUNK	HEALTHY	22' SPREAD	PROTECTED	YES	32.99520, -97.04535
611	CEDAR ELM	ULMUS CRASSIFOLIA	6" TRUNK	HEALTHY	11' SPREAD	PROTECTED	YES	32.99503, -97.04458
612	CEDAR ELM	ULMUS CRASSIFOLIA	6" TRUNK	HEALTHY	11' SPREAD	PROTECTED	YES	32.99503, -97.04451
613	CEDAR ELM	ULMUS CRASSIFOLIA	6" TRUNK	HEALTHY	17' SPREAD	PROTECTED	YES	32.99503, -97.04445

NOTES:

- Trees listed in Tree Table have been affixed with a tag bearing the corresponding number on the tree survey.
- The 2 redbud trees and wax myrtle tree to the west of the property are shown for reference only because they are located in the R.O.W. will remain, and are not part of the tree table.
- The 2 cedar elm trees to the south east of the property are shown for reference only because they are located in the R.O.W. will remain, and are not a part of the tree table.



TREE SURVEY
**LOT 1R1, BLOCK C
LAKESIDE RANCH BUSINESS PARK ADDITION**
AN ADDITION TO THE TOWN OF FLOWER MOUND, TEXAS
AND BEING OUT OF THE
JOSEPH T. TURNER SURVEY, ABSTRACT No. 1251
DENTON COUNTY, TEXAS

PREPARED FOR:

Mr. Rick Jones
ADVANTAGE SELF STORAGE
2600 Eldorado Parkway
Suite 110
McKinney, Texas 75070
(972) 547-0236 (PHONE)

PPOGUE
ENGINEERING & DEVELOPMENT COMPANY, INC.

1512 BRAY CENTRAL DRIVE
SUITE 100
MCKINNEY, TEXAS 75069
TX BOARD PROF. ENGINEERS, CERT. #11756; TX BOARD PROF. LAND SURVEYING, CERT. 1007430

PREPARED 09-29-2016
SURVEYED 04-06-2016
SCALE: 1" = 40'
W NUMBER R0007949.00
DRAWN BY: TCC
CHECKED BY: AWS



PLANNING AND ZONING COMMISSION AGENDA ITEM NO: 8

DATE: October 24, 2016

FROM: Richard Brown, Senior Planner

ITEM: Consider a request for a Site Plan (SP16-0021 – Advantage Storage Flower Mound) to develop a miniwarehouse. The property is generally located north of Lakeside Parkway and east of Gerault Road.

I. ITEM SUMMARY

This application has been reviewed by DRC and has been found to be in conformance with all applicable Town regulations.

There is a companion replat application on the same agenda for consideration (RP16-0019).

This application will require final action by the Planning and Zoning Commission.

II. APPLICATION ANALYSIS

On March 21, 2016, the Town Council approved an amendment to Planned Development District No. 83 (PD-83) with Campus Industrial (CI) uses to permit a miniwarehouse use by Specific Use Permit, and further approved Specific Use Permit No. 446 (SUP 446) for this use.

The purpose of this request is to obtain site plan approval to develop the northernmost lot (approximately 2.04 acres) with a three-story miniwarehouse, encompassing 107,415 square feet of floor area, surface parking areas, and an unloading/loading area. The unloading/loading area is located within the northeast corner of the building which serves to screen this area from Gerault Road.

Primary access to the lot will be from Gerault Road with emergency access (by easement) to the east.

Proposed landscaping is in compliance with applicable regulations. Additionally, this section of the Town's eight-foot-wide trail, located within a 45-foot-wide landscape and pedestrian access easement, will traverse along the site's Gerault Road frontage.

The attached elevations have been reviewed for compliance with the design standards established within PD-83 and are consistent with the design theme established in the district and prevalent for those properties currently developed.

III. ATTACHMENTS

A. Background Information

1. Vicinity Map
2. Letter of Intent

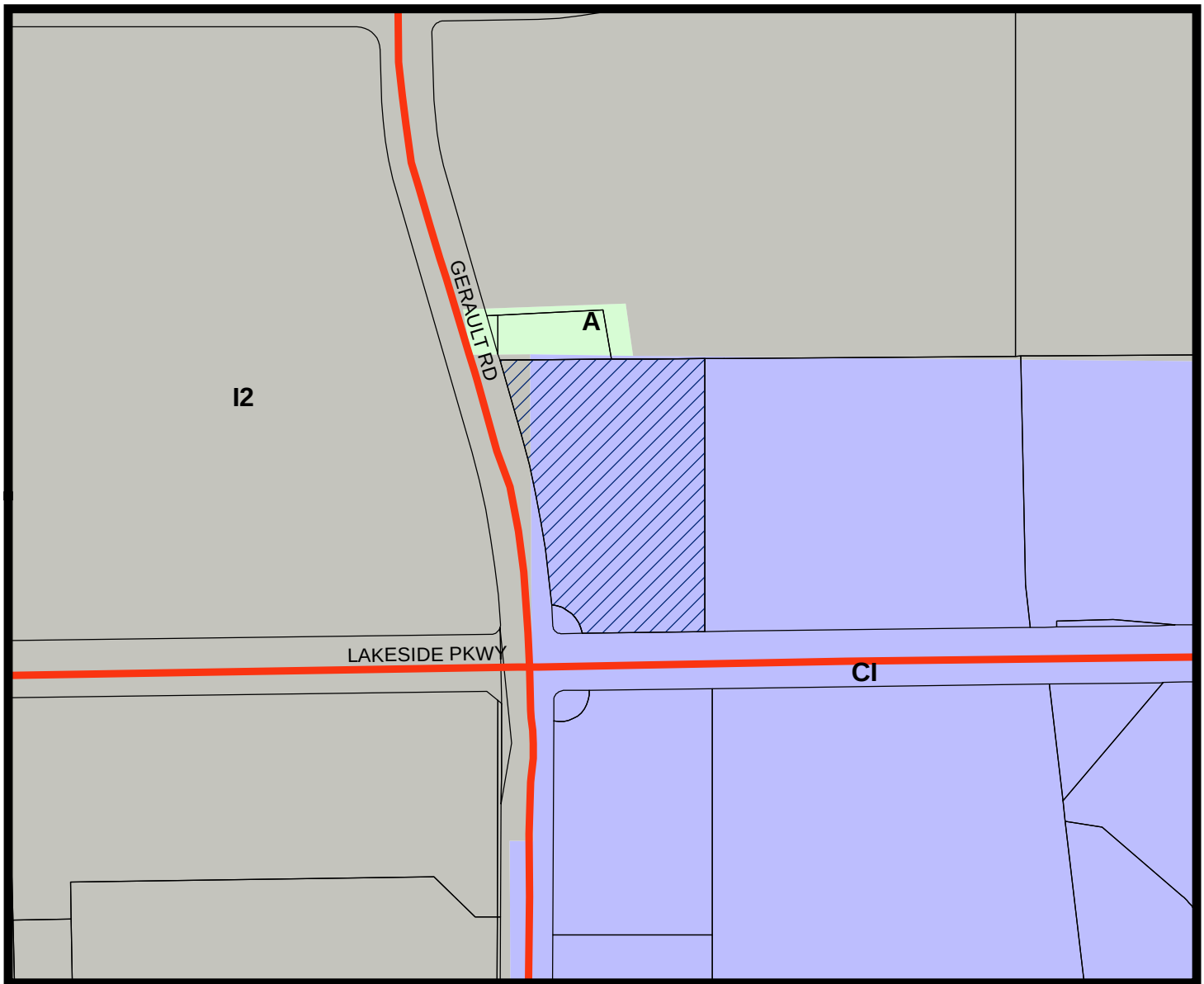
B. Application Details

1. Site Plan Package

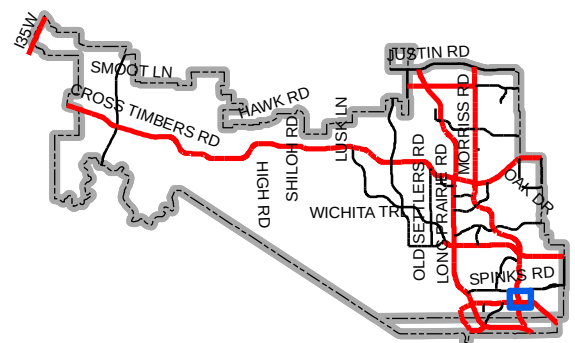
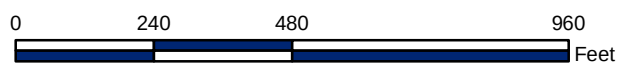
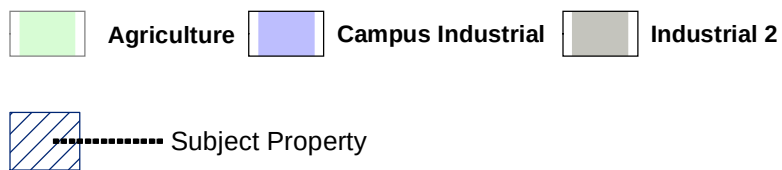


Vicinity Map

Reference Project: RP16-0019 & SP16-0021



LEGEND



Map Location



1512 Bray Central Drive, Suite 100
McKinney, TX 75069

Main (214) 473-4640
Fax (214) 544-8882

westwoodps.com
(888) 937-5150

October 12, 2016

Planning Services Division
Town of Flower Mound
2121 Cross Timbers Road
Flower Mound, Texas 75028

**Re: Advantage Flower Mound
NEC Lakeside Parkway at Gerault Road
Site Plan Lot 1R1R, Block C, Lakeside Ranch Business Park Addition**

Dear Sir or Madam:

ADV Flower Mound Property Owner, LLC (Advantage) recently purchased the subject. The existing zoning of the property is Planned Development – 83, Subdistrict A. The PD was recently modified (ZPD15-0018) to allow for self-storage use only on the subject tract. A conceptual site plan, for the self-storage site was approved along with the zoning case. The proposed building will contain approximately 107,415 SF of self storage within a three story building. It is the applicant's intent that the proposed self-storage building will conform to all current PD and Town requirements for the Lakeside Ranch Business District.

Thank you for your consideration. If you have any questions or require additional information, please let me know.

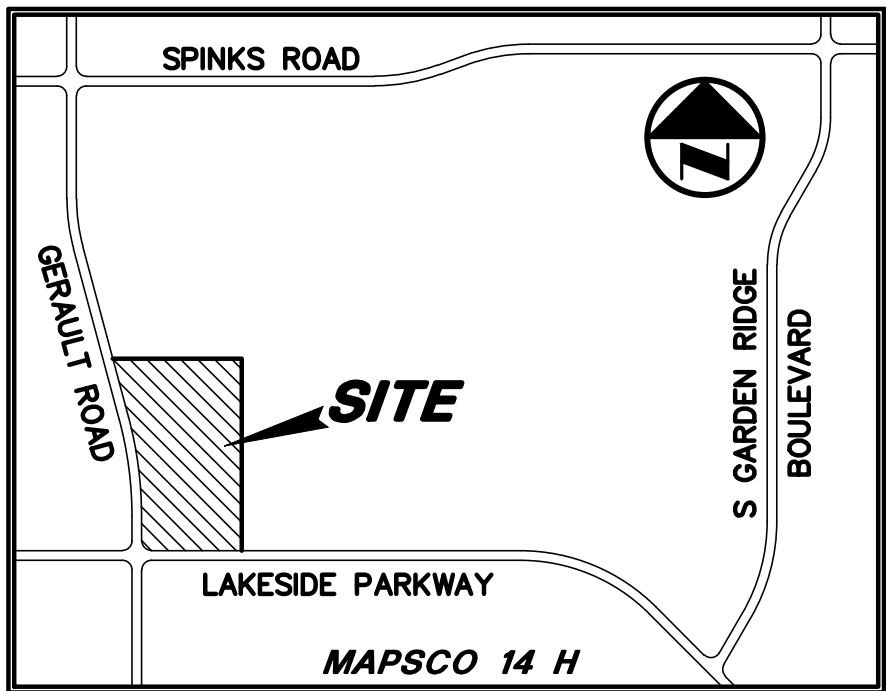
Sincerely,

WESTWOOD PROFESSIONAL SERVICES

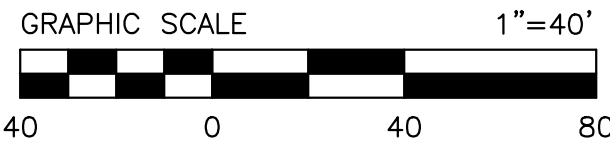
A handwritten signature in blue ink, appearing to read 'Arlyn W. Samuelson', is written over a light blue horizontal line.

Arlyn W. Samuelson, P.E.
Project Manager

AWS/mdl



VICINITY MAP
NOT TO SCALE



LEGEND

B	BOLLARD
EM	ELECTRIC METER
PP	POWER POLE
LS	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
FH	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
CO	CLEAN OUT
MH	MANHOLE
GM	GAS METER
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
SD	TRAFFIC SIGN
TELE	TELEPHONE BOX
TV	TV BOX
FP	FLAG POLE
L.A.	LANDSCAPE AREA
---	PROPERTY LINE
---	O.H. POWER LINES
---	U/G TELEPHONE LINES
---	U/G WATER LINE
---	U/G GAS LINE
---	FENCE
(C.M.)	CONTROLLING MONUMENT
SIR	5/8-INCH IRON ROD WITH "POQUE ENG & DEV" CAP SET
---	FIRE LANE

SITE DATA TABLE	
PHYSICAL ADDRESS	
GROSS SITE AREA	2.1106 ACRES / 91,937 S.F.
NET SITE AREA	2.0451 ACRES / 89,086 S.F.
ZONING	PD-83
PROPOSED USE	MINIWAREHOUSE (SUP NO. 446)
LOT COVERAGE AREA	
• BUILDING COVERAGE	39.97% / 35,605 S.F.
• IMPERVIOUS AREA	39.24% / 34,957 S.F.
• PERVIOUS AREA	20.79% / 18,524 S.F.
PARKING SUMMARY	
SURFACE PARKING	
• OFFICE (1/2000 SF)	1,170 SF
• SELF STORAGE (1/75 UNITS)	10 (MIN.)
TOTAL PARKING	12
BUILDING DATA	
• BUILDING	3 STORIES
• PEAK HEIGHT	39'-0"
• MEAN HEIGHT	N/A (FLAT ROOF)
• TOTAL SQUARE FOOTAGE	107,415 S.F.

NOTES:
1. ALL DIMENSIONS ARE FROM BACK OF CURB TO BACK OF CURB, UNLESS OTHERWISE NOTED.
2. ALL MATERIALS AND CONSTRUCTION WITHIN EASEMENTS AND R.O.W. SHALL CONFORM TO THE TOWN OF FLOWER MOUND'S STANDARD CONSTRUCTION DETAILS AND SPECIFICATIONS.

REVIEWED
TOWN OF FLOWER MOUND
Released for Construction
Date _____

Town of Flower Mound
Engineering Services Division

THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED OR NOT.

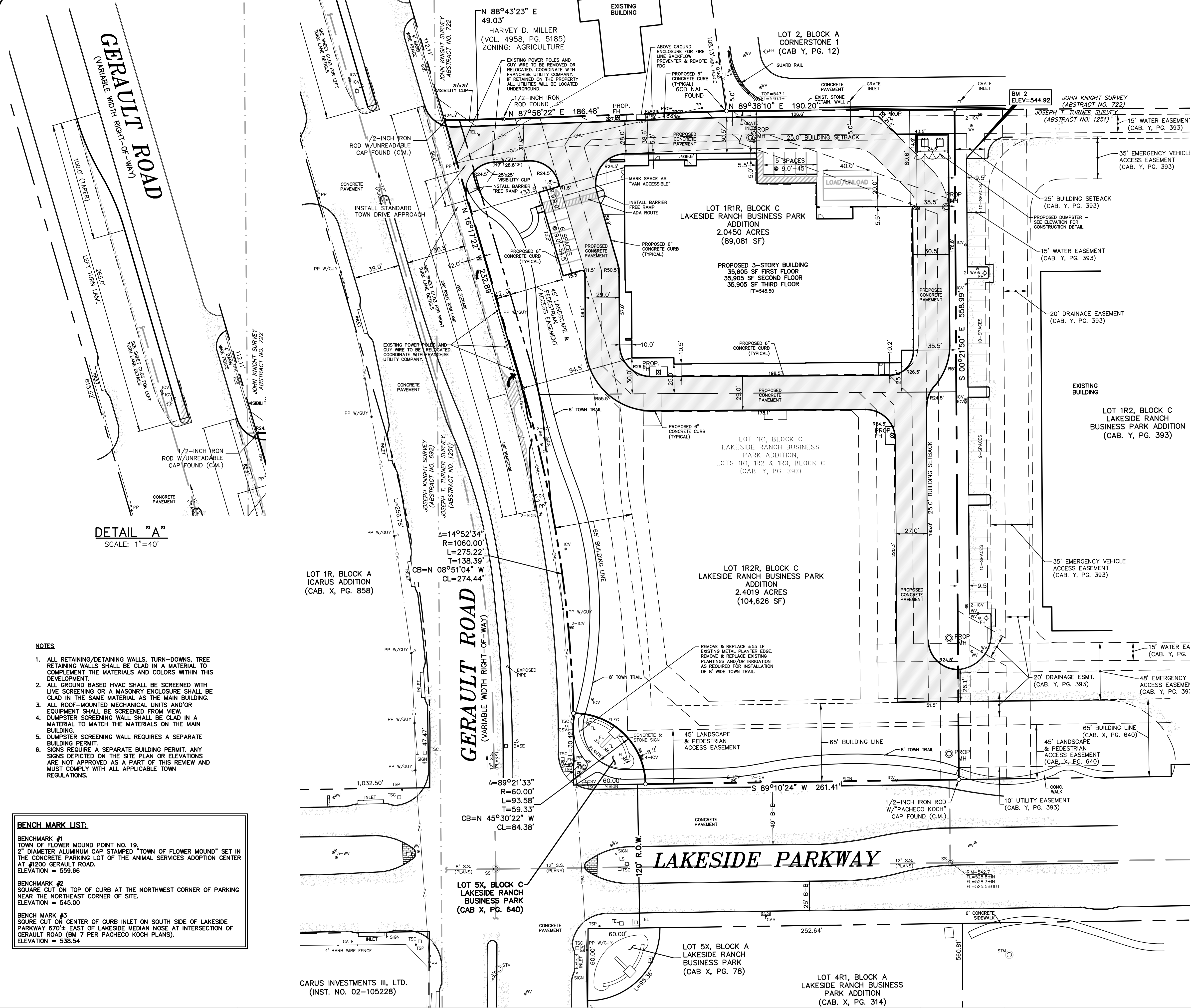
SITE PLAN

ADVANTAGE STORAGE FLOWER MOUND
BLOCK C, LOT 1R1R
LAKESTAR RANCH BUSINESS PARK ADDITION
TOWN OF FLOWER MOUND, TEXAS

SHEET
NO.

C1.01

DWG NO: 0007949D.DWG



DETAIL "A"
SCALE: 1"=40'

NOTES

1. ALL RETAINING/DETAINING WALLS, TURN-DOWNS, TREE RETAINING WALLS SHALL BE CLAD IN A MATERIAL TO COMPLEMENT THE MATERIALS AND COLORS WITHIN THIS DEVELOPMENT.
2. ALL GROUND BASED HVAC SHALL BE SCREENED WITH LIVE SCREENING OR A MASONRY ENCLOSURE SHALL BE CLAD IN THE SAME MATERIAL AS THE MAIN BUILDING.
3. ALL ROOF-MOUNTED MECHANICAL UNITS AND/OR EQUIPMENT SHALL BE SCREENED FROM VIEW.
4. DUMPSTER SCREENING WALL SHALL BE CLAD IN A MATERIAL TO MATCH THE MATERIALS ON THE MAIN BUILDING.
5. DUMPSTER SCREENING WALL REQUIRES A SEPARATE BUILDING PERMIT.
6. SIGNS REQUIRE A SEPARATE BUILDING PERMIT. ANY SIGNS DEPICTED ON THE SITE PLAN OR ELEVATIONS ARE NOT APPROVED AS A PART OF THIS REVIEW AND MUST COMPLY WITH ALL APPLICABLE TOWN REGULATIONS.

BENCH MARK LIST:

BENCHMARK #1
TOWN OF FLOWER MOUND POINT NO. 19,
2" DIAMETER ALUMINUM CAP STAMPED "TOWN OF FLOWER MOUND" SET IN
THE CONCRETE PARKING LOT OF THE ANIMAL SERVICES ADOPTION CENTER
AT #1200 GERAULT ROAD.
ELEVATION = 559.66

BENCHMARK #2
SQUARE CUT ON TOP OF CURB AT THE NORTHWEST CORNER OF PARKING
NEAR THE NORTHEAST CORNER OF SITE.
ELEVATION = 545.00

BENCHMARK #3
SQUARE CUT ON CENTER OF CURB INLET ON SOUTH SIDE OF LAKESTAR
PARKWAY 670'± EAST OF LAKESTAR MEDIAN NOSE AT INTERSECTION OF
GERAULT ROAD (BM 7 PER PACHECO KOCH PLANS).
ELEVATION = 538.54

CARUS INVESTMENTS III, LTD.
(INST. NO. 02-105228)

PROJECT INFORMATION
ADVANTAGE STORAGE FLOWER MOUND
NEQ GERAULT ROAD AT LAKESTAR PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
JOSEPH T. TURNER SURVEY, ABSTRACT NO. 1251
PROPOSED USE: PUBLIC STORAGE
ZONING: PD-83

DEVELOPER
ADVANTAGE SELF STORAGE, INC.
2600 ELDORADO PARKWAY, SUITE 100
MCKINNEY, TEXAS 75070
MR. RICK JONES
(972) 547-0236 PHONE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE
OF INTERIM REVIEW UNDER THE AUTHORITY OF ARLYN N.
SAMUELSON, P.E. 98871 ON 09-29-2016. IT IS
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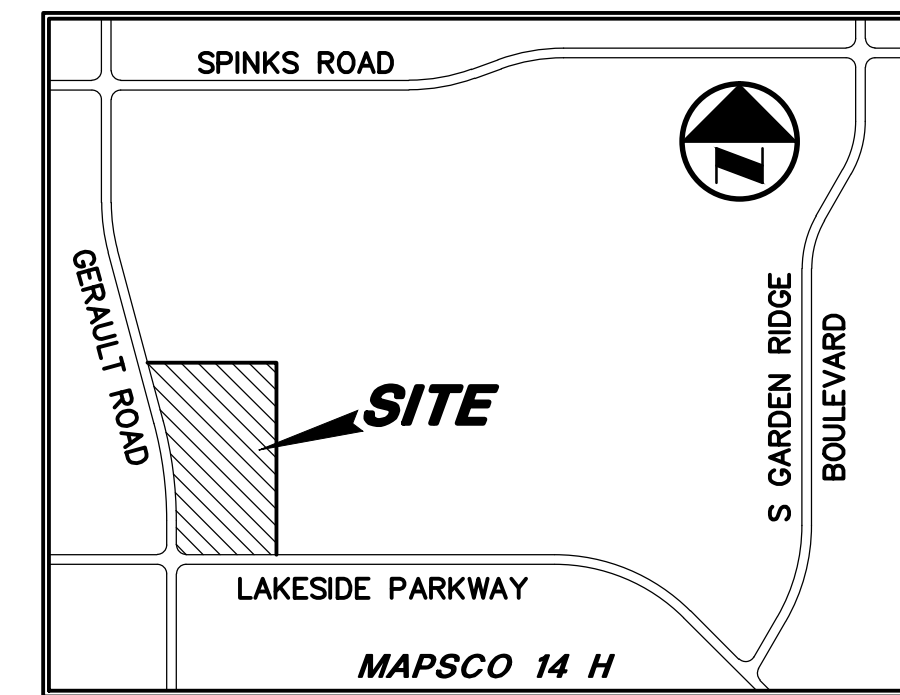
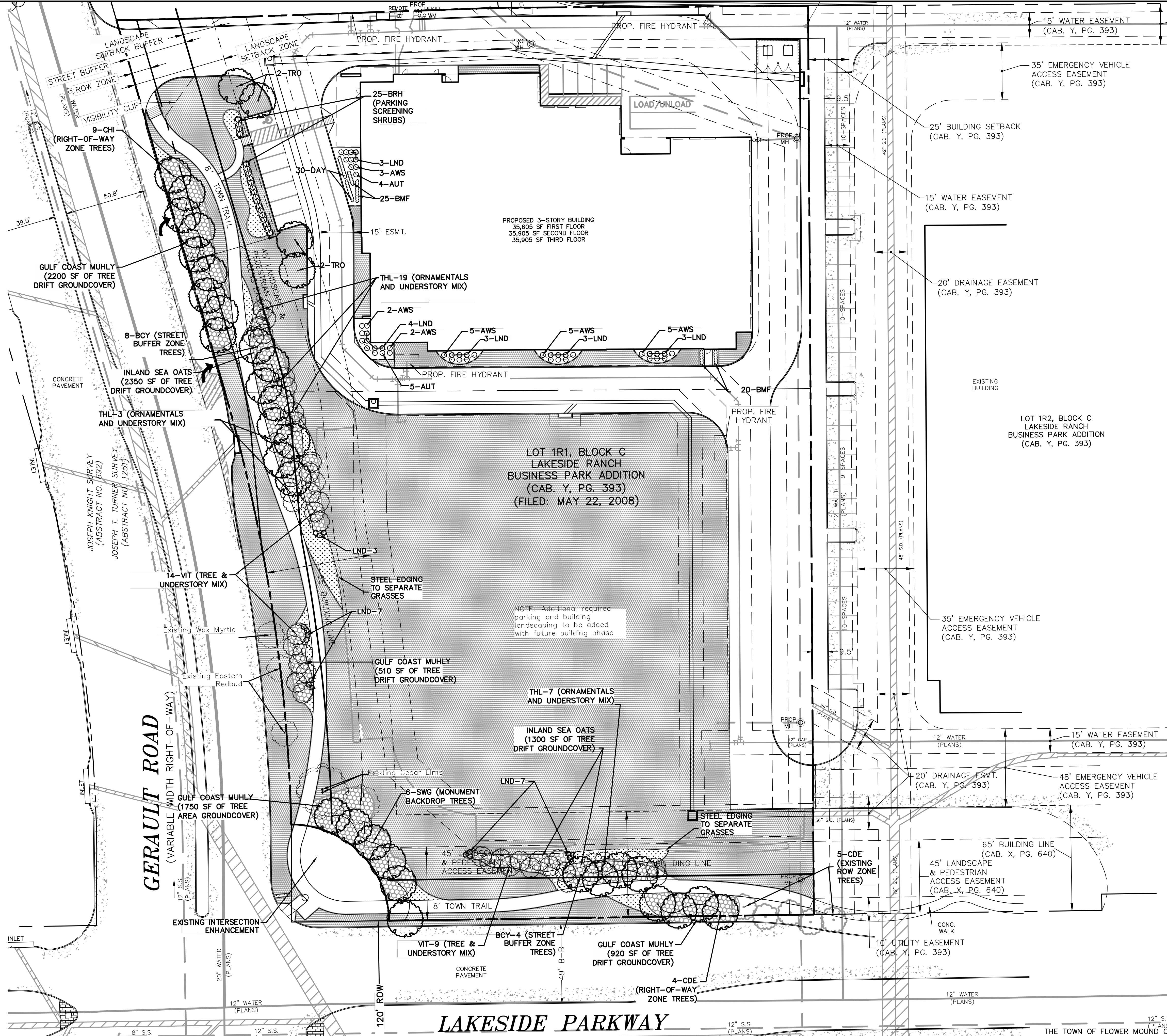
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BIDDING PURPOSES.
ARLYN N. SAMUELSON, P.E.
Engineer: 98871
Date: 09-29-2016
PPOGUE

PPOGUE
ENGINEERING & DEVELOPMENT COMPANY, INC.
a division of Westwood
2740 NORTH DALLAS PARKWAY
SUITE 280
PLANO, TEXAS 75083
TX BOARD PROF. ENGINEERS, CERT. #11756; TX BOARD PROF. LAND SURVEYING, CERT. 1007430
(214) 437-4640 PHONE
(888) 937-5150 TOLL FREE
WWW.WESTWOODPDS.COM

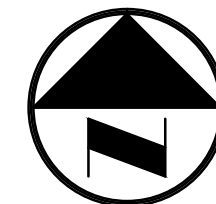
NO.	DATE	DESIGN	DRAWN	DATE	W NUMBER
		AWS	MN	09-29-16	R0007949.00

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Right of Way Zone			
Standard	Total R.O.W. Zone (SF)	Provided	
Gerault Rd. - buffer zone to contain native grass seed area and preserve existing Bermuda*	5,795	Native grass seed area provided and existing Bermuda preserved	
Lakeside Pkwy. - buffer zone to contain native grass seed area and preserve existing Bermuda*	918	Native grass seed area provided and existing Bermuda preserved	
Right of Way Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
Gerault Rd. - 1 Canopy Tree/60 LF Street Frontage	508.11	9	9
Lakeside Pkwy. - 1 Canopy Tree/70 LF Street Frontage	261.41	4	8 [Incl. 4 exist.]
*Canopy trees to be planted in drifts minimum 80 feet in length and no more than 480 feet apart (Gerault Rd.) and minimum 100 feet in length, no more than 700 feet apart (Lakeside Pkwy.)			
Street Buffer Zone			
Standard	Required Buffer Width	Provided	
Gerault Rd.	25 ft.	25 ft.	
Lakeside Pkwy.	25 ft.	25 ft.	
Standard	Total Street Buffer Zone (SF)	Provided	
Gerault Rd. - buffer zone to contain native grass seed area and preserve existing Bermuda*	12,703	Native grass seed area provided and existing Bermuda preserved	
Lakeside Pkwy. - buffer zone to contain native grass seed area and preserve existing Bermuda*	6,535	Native grass seed area provided and existing Bermuda preserved	
Street Buffer Zone Trees			
Standard	Street Frontage (Linear Feet)	Required	Provided
Gerault Rd. - 1 Canopy Tree/70 LF Street Frontage	508.11	8	8
Lakeside Pkwy. - 1 Canopy Tree/70 LF Street Frontage	261.41	4	4
Street Buffer Zone Understory Trees			
Standard	Canopy Tree Perimeter (Linear Feet)	Required	Provided
Gerault Rd. - 1 Understory Tree/20 LF Canopy Tree Perimeter	228	12	12
Lakeside Pkwy. - 1 Understory Tree/20 LF Canopy Tree Perimeter	135	7	7
Street Buffer Zone Tree & Understory Mixture			
Standard	Required Length (Linear Feet)	Provided	
Gerault Rd. - Min. 40' additional between canopy tree drifts	40	40	
Lakeside Pkwy. - Min. 40' additional between canopy tree drifts	40	40	
Landscape Setback Buffer Zone			
Standard	Required Buffer Width	Provided	
Gerault Rd.	20 ft.	20 ft.	
Lakeside Pkwy.	20 ft.	20 ft.	
Standard	Total Street Buffer Zone (SF)	Provided	
Gerault Rd. - buffer zone to contain native grass seed area and preserve existing Bermuda*	10,162	Native grass seed area provided and existing Bermuda preserved	
Lakeside Pkwy. - buffer zone to contain native grass seed area and preserve existing Bermuda*	5,228	Native grass seed area provided and existing Bermuda preserved	
Landscape Setback Buffer Zone Tree & Understory Mixture			
Standard	Required Length (SF)	Provided	
Gerault Rd. - Min. 144 Square Feet additional	144	148	
Lakeside Pkwy. - Min. 288 Square Feet additional	288	296	
Parking Area Trees			
Standard	Parking Area (SF)	Required	Provided
1 per 5,500 SF of parking but not less than 1 per landscape island	17,550	4	14
Parking Area Screening			
Standard	Required	Provided	
Min. 75% of parking area frontage to be screened with shrubs	75%	100%	
Building Landscaping			
Standard	Building Perimeter	Required	Provided
Min. 30% of facade to be landscaped with shrub plantings (excluding loading areas)	625 LF	188 LF	190 LF
*Standard approved by Landscape Administrator in 9/14/16 call and email			



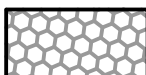
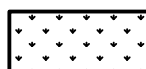
VICINITY MAP
NOT TO SCALE



0 15 30 60

GRAPHIC SCALE IN FEET
SCALE: 1" = 30'

LEGEND

B ₂	BOLLARD
EMC	ELECTRIC METER
PP	POWER POLE
LS ₂	LIGHT STANDARD
WM	WATER METER
WV	WATER VALVE
ICV	IRRIGATION CONTROL VALVE
PH ₂	FIRE HYDRANT
FDC	FIRE DEPARTMENT CONNECTION
CO	CLEAN OUT
MH	MANHOLE
GM ₂	GAS METER
TSC	TRAFFIC SIGNAL CONTROL
TSP	TRAFFIC SIGNAL POLE
SGN	TRAFFIC SIGN
TEL	TELEPHONE BOX
TV	TV BOX
FP	FLAG POLE
L.A.	LANDSCAPE AREA
— — — — —	PROPERTY LINE
— OHL —	O.H. POWER LINES
— U/G TEL —	U/G TELEPHONE LINES
— WATER —	U/G WATER LINE
— GAS —	U/G GAS LINE
— x — x —	FENCE
(C.M.)	CONTROLLING MONUMENT
SIR	5/8-INCH IRON ROD WITH "FOGUE ENG & DEY" CAP SET
	GROUNDCOVER (SEE LABELS FOR TYPE)
	NATIVE GRASS MIXTURE* 20% MINIMUM IN RIGHT OF WAY ZONE. 40% MINIMUM IN STREET BUFFER ZONE WITH LANDSCAPE EDGE BETWEEN NATIVE GRASSES AND IRRIGATED GRASSES.
	BERMUDA GRASS SEED (IRRIGATED GRASS).

* NATIVE GRASS MIXTURE TO BE APPLIED AS HYDRO-SEEDING METHOD OF 5.4LBS/1000 SF:

APPLICATION (% OF MIX)	COMMON NAME	BOTONICAL NAME
10%	BUSHY BLUESTEM	ANDROPOGON GLOMERATUS
10%	PURPLE THREE--AWN	ARISTIDA PURPUREA
30%	SIDEGATS GRAMA	BOUTELLOA GRACILIS
5%	BLUE GRAMA	BUCKLOE DACTYLOIDES
5%	BUFFALO GRASS	ELYMUS CANADENSIS
10%	PURPLE MILLEGRASS	ERGOGLOUS TRICHODES
10%	SAND LOVEGRASS	LEPTOCHLOA BUDIA
10%	GREEN SPRANGLETOP	SCHIZACHRYNUM SCOPARIUM

Plant Legend

	SHRUBS		ORNAMENTAL/UNDERSTORY TREES
	EDGER		PERENNIAL PLANTER BED
	CANOPY TREES		EXISTING TREES

THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED OR NOT.

<i>NO.</i>	<i>DATE</i>		
<i>DESIGN</i>	<i>DRAWN</i>	<i>DATE</i>	<i>W NUMBER</i>
PDS/TCC	TCC	09-29-16	R0007949.00

PROJECT INFORMATION
ADVANTAGE STORAGE FLOWER MOUND
NEQ GERAULT ROAD AT LAKESIDE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
JOSEPH T. TURNER SURVEY, ABSTRACT NO. 125
PROPOSED USE: PUBLIC STORAGE
ZONING: PD-83

DEVELOPER
ADVANTAGE SELF STORAGE, INC.
2600 ELDORADO PARKWAY, SUITE 100
MCKINNEY, TEXAS 75070
MR. RICK JONES
(972) 547-0236 PHONE

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PARKWAY #280
PLANO TX 75093

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TX BOARD PROF. ENGINEERS, CERT. #11756; TX BOARD PROF. LAND SURVEYING, CERT. 1007348

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LANDSCAPE PLAN ADVANTAGE STORAGE FLOWER MOUND BLOCK C, LOT 1R1R LAKESIDE RANCH BUSINESS PARK ADDITION <i>TOWN OF FLOWER MOUND, TEXAS</i>

SHEET
NO.

L1.01

DWG NO: 0007949LS_RECOVER.DWG

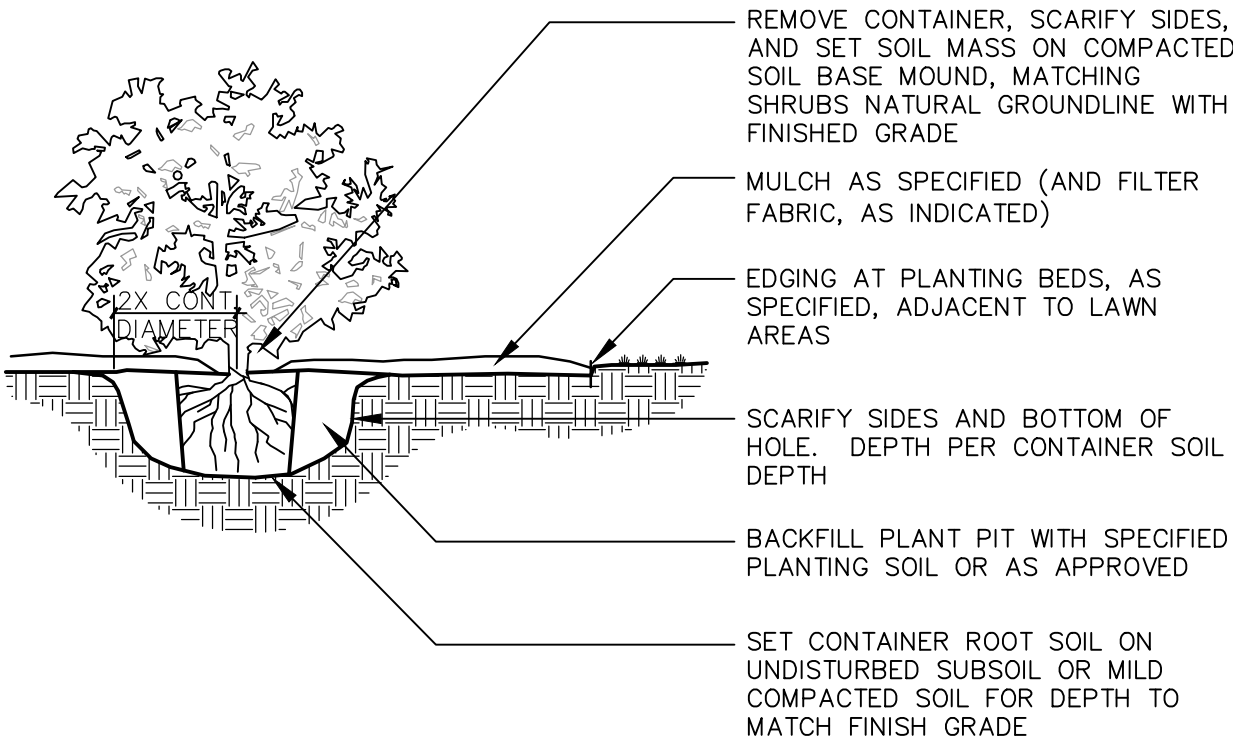
Plant Schedule

CODE	QTY.	COMMON/BOTANICAL NAME	SIZE/ROOT	SPACING O.C.
TREES — CANOPY 26				
SWG	6	SWEETGUM / LIQUIDAMBAR STYRACIFLUA	3" CAL./B&B	15' O.C.
TRO	4	TEXAS RED OAK / QUERCUS TEXANA	3" CAL./B&B	AS SHOWN
CDE	4	CEDAR ELM / ULMUS CRASSIFOLIA	3" CAL./B&B	AS SHOWN
BOY	12	BALD CYPRESS / TAXODIUM DISTICHUM	3" CAL./B&B	AS SHOWN
TREES — ORNAMENTAL/UNDERSTORY 51				
VT	23	VITEK / VITEK ANGUS CATAS	6" TALL/B&B	6' O.C.
THL	19	THORNLESS HONEY LOC/GLEDISTA TRICANTHOS VAR INERMUS	6" TALL/B&B	6' O.C.
CHI	9	CHITALPA/CHILOPSIS CATALPA	6" TALL/B&B	6' O.C.
SHRUBS 84				
BRH	25	BURFORD HOLLY / ILEX CORNUTA 'BURFORDII NANA'	3 GAL	24" O.C.
AUT	4	AUTUMN SAGE / SALVIA GREGGII	5 GAL	AS SHOWN
AWS	22	ANTHONY WAT. SPIREA/SPIREA BURNALDA 'ANTHONY WATERER'	5 GAL	AS SHOWN
LND	33	LINDHEIMER'S MUHLY / MUHLENBERGIA LINDHEIMERI	5 GAL	AS SHOWN
PERENNIALS 75				
DAY	30	YELLOW DAYLILY / HEMEROCALLIS 'YELLOW'	6" HT./ #1 CONT.	18" O.C.
BMF	45	BLUE MIST FLOWER / CONOCLINIUM COELESTINUM	6" HT./ #1 CONT.	18" O.C.
GRASSES 90281 SF				
BUF	2444 SF	NATIVE GRASS MIXTURE / SEE NOTE ON PAGE 1	N/A	5.4 lbs. per 1,000 SF
BER	87837 SF	BERMUDA GRASS / CYNODON DACTYLON	N/A	2-3 lbs. per 1,000 SF
GROUNDCOVER 9030 SF				
	5380 SF	GULF COAST MUHLY / MUHLENBERGIA CAPILLARIES	4" POT	4" SPACING
	3650 SF	INLAND SEAOTS / CHASMANTHIUM LATAFOLIUM	4" POT	4" SPACING

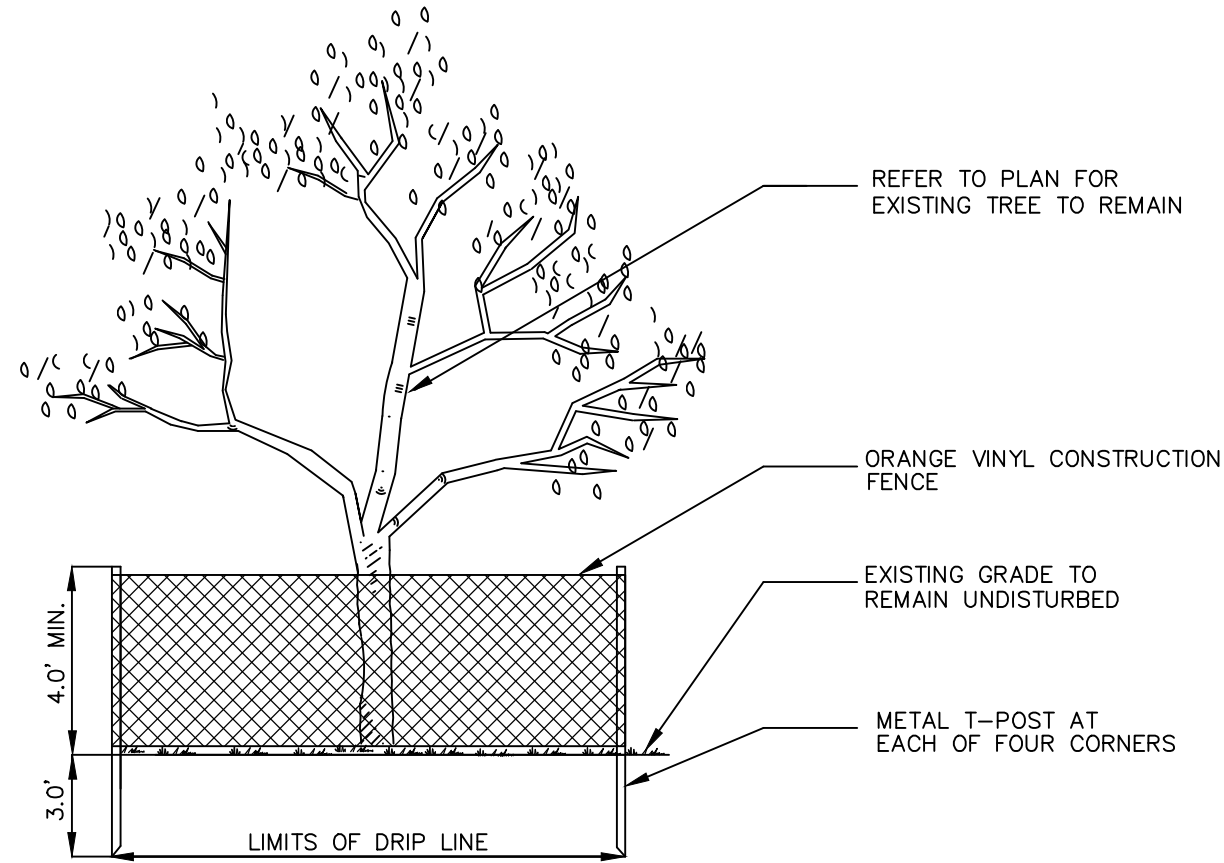
Planting Notes

- CONTRACTOR SHALL CONTACT UNDERGROUND UTILITY LOCATORS TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF ANY PLANTS OR LANDSCAPE MATERIAL.
- ACTUAL LOCATION OF PLANT MATERIAL IS SUBJECT TO FIELD AND SITE CONDITIONS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO SUBMISSION OF ANY BID AND/OR QUOTE BY THE LANDSCAPE CONTRACTOR.
- CONTRACTOR SHALL PROVIDE ONE YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS ON THE DATE OF THE LANDSCAPE ARCHITECT'S OR OWNER'S WRITTEN ACCEPTANCE OF THE INITIAL PLANTING. REPLACEMENT PLANT MATERIAL SHALL HAVE A ONE YEAR GUARANTEE COMMENCING UPON PLANTING.
- ALL PLANTS TO BE SPECIMEN GRADE, REGIONALLY-GROWN AND/OR HARDY. SPECIMEN GRADE SHALL ADHERE TO, BUT IS NOT LIMITED BY, THE FOLLOWING STANDARDS:
ALL PLANTS SHALL BE FREE FROM DISEASE, PESTS, WOUNDS, SCARS, ETC.
ALL PLANTS SHALL BE FREE FROM NOTICEABLE GAPS, HOLES, OR DEFORMITIES.
ALL PLANTS SHALL BE FREE FROM BROKEN OR DEAD BRANCHES.
ALL PLANTS SHALL HAVE HEAVY, HEALTHY BRANCHING AND LEAFING.
CONIFEROUS TREES SHALL HAVE AN ESTABLISHED MAIN LEADER AND A HEIGHT TO WIDTH RATIO OF NO LESS THAN 5:3.
- PLANTS TO MEET AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004 OR MOST CURRENT VERSION) REQUIREMENTS FOR SIZE AND TYPE SPECIFIED.
- PLANTS TO BE INSTALLED AS PER CITY & ANSI STANDARD PLANTING PRACTICES. CITY STANDARDS OVERRIDE OTHER NOTES, UNLESS APPROVED OTHERWISE.
- PLANTS SHALL BE IMMEDIATELY PLANTED UPON ARRIVAL AT SITE. PROPERLY HEEL-IN MATERIALS IF NECESSARY; TEMPORARY ONLY.
- PRIOR TO PLANTING, FIELD VERIFY THAT THE ROOT COLLAR/ROOT FLAIR IS LOCATED AT THE TOP OF THE BALLED & BURLAP TREE. IF THIS IS NOT THE CASE, SOIL SHALL BE REMOVED DOWN TO THE ROOT COLLAR/ROOT FLAIR. WHEN THE BALLED & BURLAP TREE IS PLANTED, THE ROOT COLLAR/ROOT FLAIR SHALL BE EVEN OR SLIGHTLY ABOVE FINISHED GRADE.
- OPEN TOP OF BURLAP ON BB MATERIALS; REMOVE POT ON POTTED PLANTS; SPLIT AND BREAK APART PEAT POTS.
- PRUNE PLANTS AS NECESSARY – PER STANDARD NURSERY PRACTICE AND TO CORRECT POOR BRANCHING OF EXISTING AND PROPOSED TREES.
- WRAP ALL SMOOTH-BARKED TREES – FASTEN TOP AND BOTTOM. REMOVE BY APRIL 1ST.
- STAKING OF TREES AS REQUIRED; REPOSITION, PLUMB AND STAKE IF NOT PLUMB AFTER ONE YEAR.
- THE NEED FOR SOIL AMENDMENTS SHALL BE DETERMINED UPON SITE SOIL CONDITIONS PRIOR TO PLANTING AND PER CONTRACTORS COST. LANDSCAPE CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT FOR OF ANY SOIL AMENDMENTS ADDED.
- TOPSOIL AND PLANTING SOIL TO ADHERE TO INDUSTRY STANDARDS AND FREE OF ROOTS, ROCKS LARGER THAN ONE INCH, SUBSOIL DEBRIS, AND LARGE WEEDS UNLESS SPECIFIED OTHERWISE. MINIMUM 4" DEPTH TOPSOIL FOR ALL LAWN GRASS AREAS AND 12" DEPTH PLANTING SOIL FOR TREE, SHRUBS, AND PERENNIALS. SCARIFY AND LOOSEN COMPACTED SUBGRADE UNDER PLANTING BEDS, BELOW PLANTING SOIL.
- MULCH TO BE AT ALL TREE, SHRUB, PERENNIAL, AND MAINTENANCE AREAS. TREE, SHRUB, AND PERENNIAL PLANTING BEDS SHALL HAVE 4" DEPTH OF SHREDDED HARDWOOD MULCH. SHREDDED HARDWOOD MULCH TO BE USED AROUND ALL PLANTS WITHIN TRUL AREAS. MULCH TO BE FREE OF DELETERIOUS MATERIAL AND COLOR TO BE RED, OR AS DIRECTED BY OWNER PRIOR TO INSTALLATION.
- EDGING TO BE COMMERCIAL GRADE STEEL EDGING, AS INDICATED. EDGING SHALL BE PLACED WITH SMOOTH CURVES AND STAKED WITH METAL SPIKES NO GREATER THAN 4 FOOT ON CENTER WITH BASE OF TOP BEAD AT GRADE, FOR MOWERS TO CUT ABOVE WITHOUT DAMAGE. UTILIZE CURBS AND SIDEWALKS FOR EDGING WHERE POSSIBLE.
- ALL DISTURBED AREAS TO BE SODDED, UNLESS OTHERWISE NOTED. SOD TO BE REGIONALLY GROWN BERMUDA, FREE OF LAWN WEEDS. ALL TOPSOIL AREAS TO BE RAKED TO REMOVE DEBRIS AND ENSURE DRAINAGE. SLOPES OF 3:1 OR GREATER SHALL BE DEDDED. SEED AS SPECIFIED, AS REQUIRED.

- IF NOT INDICATED ON LANDSCAPE PLAN, SEE EROSION CONTROL PLAN.
- CONTRACTOR SHALL PROVIDE NECESSARY WATERING OF PLANT MATERIALS UNTIL THE PLANT IS FULLY ESTABLISHED. OWNER WILL NOT PROVIDE WATER FOR CONTRACTOR.
 - REPAIR, REPLACE, OR PROVIDE SOD/SEED AS REQUIRED FOR ANY DISTURBED AREAS ADJACENT TO THE SITE DISTURBED DURING CONSTRUCTION.
 - REPAIR ALL DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
 - REPLACE SOD IN AREA BETWEEN WEST AND SOUTH PROPERTY LINE AND R.O.W.
 - MULCH AREA AROUND SHRUBS INSIDE EDGER
 - ALL LANDSCAPED AREAS SHALL HAVE FULLY AUTOMATED UNDERGROUND IRRIGATION SYSTEM AS INSTALLED BY A LICENSED LANDSCAPE IRRIGATION CONTRACTOR.
 - LAWN AREAS SHALL BE COVERED WITH SOD TYPE AS SPECIFIED.
 - IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM TREE CALIPER MEASUREMENT HEIGHT ABOVE GRADE AS REQUIRED BY CITY.
 - PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
 - CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL PROJECT ACCEPTANCE.
 - CONTRACTOR TO PROVIDE OWNER WITH PREFERRED MAINTENANCE SCHEDULE OF ALL PLANTS AND LAWNS.
 - MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
 - CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES. INCLUDING BUT NOT LIMITED TO TELEPHONE, TELECABLE, ELECTRIC, GAS, WATER AND SEWER. ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
 - AT TIME OF PLAN PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND RESERVE ALL B&B PLANTS WHEN AVAILABLE IN CASE ACTUAL INSTALLATION OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD B&B PLANTS FOR LATE SEASON INSTALLATION.
 - TURF AND GROUNDCOVER PLANTED IN REQUIRED LANDSCAPE AREA SHALL ATTAIN 100 PERCENT COVERAGE WITHIN ONE YEAR OF PLANTING.
 - SHADED GROUND AREAS BENEATH CANOPY TREES SHALL BE MAINTAINED WITH A MULCH BED.
 - STEEL EDGING SHALL BE INSTALLED BETWEEN BERMUDA AND NATIVE MIX GRASSES AREAS.
 - SCREENING SHRUBS SHALL ATTAIN 36" HEIGHT WITHIN 1 YEAR OF PLANTING
 - CONTACT JOSHUA BROWN, PARK SUPERVISOR, AT (972)874-6428 OR JOHN HABERN, PARKS, TRAILS, AND LANDSCAPE SPECIALIST, AT (972)874-6343 PRIOR TO BEGINNING ANY WORK IN THE TOWN'S ROW. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL TOWN IRRIGATION SYSTEMS AND PLANT MATERIAL.
 - CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING TOWN IRRIGATION SYSTEMS.
 - ANY EXISTING IRRIGATION (RAW WATER LINE/PURPLE PIPE) IN PUBLIC ROW SHALL BE RESTORED TO ITS ORIGINAL CONDITION.
 - ANY NEW IRRIGATION IN PUBLIC ROW SHALL BE PURPLE PIPE AND SHALL HAVE PURPLE VALVE BOX LIDS AND PURPLE CAPS ON ALL IRRIGATION HEADS. ROW IRRIGATION SHALL BE SEPARATE SYSTEM FROM THE REMINDER OF THE SITE.
 - NATIVE GRASS AREAS DESIGNED TO FIT AROUND EXISTING BERMUDA GRASS. WHEN PLAN REQUIRES REMOVAL OF BERMUDA GRASS, PROPERLY REMOVE THE ENTIRE PLANT BEFORE ADDING NEW PLANTINGS.
 - PROVIDE IRRIGATION TO ALL PLANTED AREAS WITHIN PROJECT BOUNDARY AND TO LANDSCAPE AREAS TO THE SOUTH AND WEST ALONG ROADWAY. TEMPORARY IRRIGATION SHOULD BE PLACED TO COVER FUTURE WAREHOUSE SITE UNTIL FINAL BUILDING IS CONSTRUCTED AND PERMANENT LANDSCAPING AND IRRIGATION IS PLACED.
 - IRRIGATION TO BE DESIGN/BUILD BY CONTRACTOR, AND TO PROVIDE SHOP DRAWINGS FOR APPROVAL.



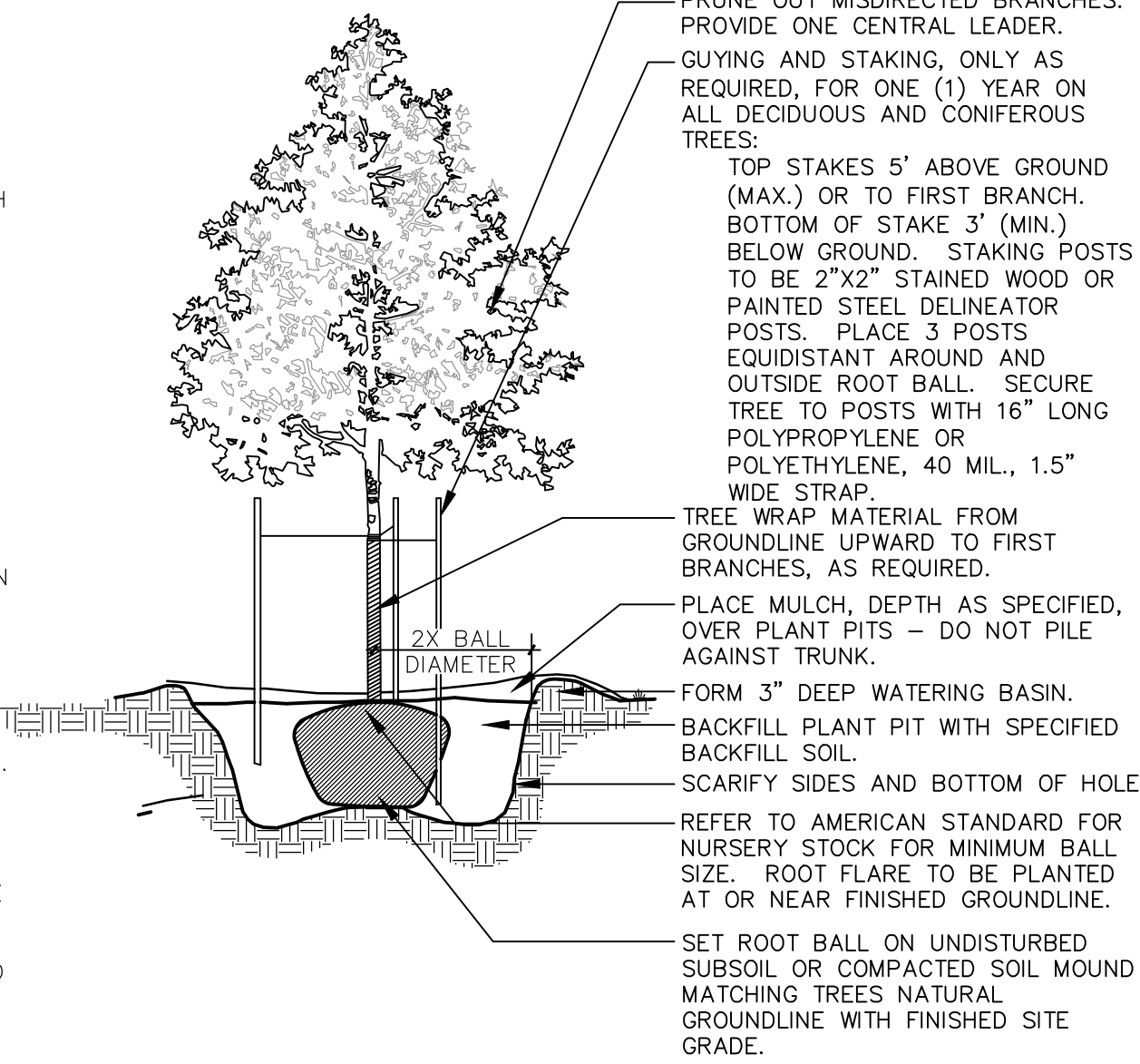
Shrub & Perennial Planting Detail – NTS



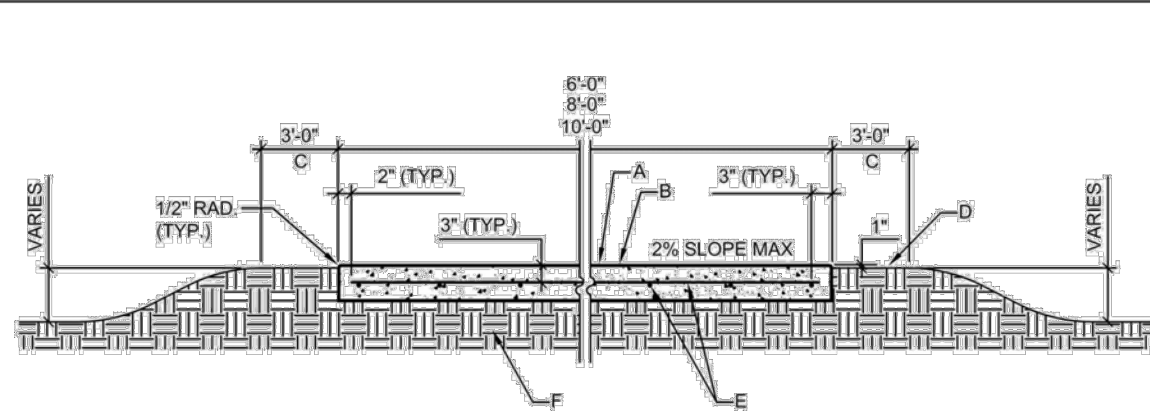
Tree Protective Fencing – NTS

Tree Protection Notes

- THE FOLLOWING TREE PROTECTION MEASURES SHALL BE REQUIRED:
- PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL INSTALL FOUR-FOOT-HIGH PLASTIC (OR EQUIVALENT) SAFETY FENCING AROUND THE DRIP LINE OF PROTECTED TREES AND SIX-FOOT-HIGH CHAIN-LINK FENCING AROUND THE DRIP LINE OF SPECIMEN AND HISTORIC TREES.
 - PRIOR TO ANY AND ALL CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY, THE DEVELOPER OR PROPERTY OWNER SHALL ESTABLISH DESIGNATED PARKING AREAS FOR THE PARKING AND MAINTENANCE OF ALL VEHICLES, TRAILERS, CONSTRUCTION EQUIPMENT AND RELATED ITEMS, DESIGNATED STOCKPILE AREAS FOR THE STORAGE OF CONSTRUCTION SUPPLIES AND MATERIALS DURING CONSTRUCTION OF THE SUBDIVISION AND DESIGNATED DRIVE AREAS FOR VEHICLES AND EQUIPMENT. THE LOCATION AND DIMENSIONS OF SUCH DESIGNATED AREAS SHALL BE CLEARLY IDENTIFIED ON BOTH SUBDIVISION CONSTRUCTION AND SITE PLANS AND SHALL BE APPROVED BY THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE PRIOR TO ANY CONSTRUCTION OR LAND DEVELOPMENT ACTIVITY IN, ON OR ABOUT THE SUBDIVISION. SUCH DESIGNATED AREAS SHALL BE COMPLETELY FENCED WITH CHAIN-LINK FENCING AND GATES FOR SAFETY PURPOSES, AND TO SEPARATE PROTECTED, SPECIMEN, OR HISTORIC TREES FROM THE CONSTRUCTION AREA AND RELATED CONSTRUCTION ACTIVITY. WITH THE APPROVAL OF THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE, THE DESIGNATED PARKING AND STOCKPILE AREAS MAY BE COMBINED INTO ONE FENCED AREA, PROVIDED THAT THE PRESERVATION OF PROTECTED TREES IS NOT ADVERSELY AFFECTED OR JEOPARDIZED. SUPPLIES AND PIPE AND OTHER ITEMS THAT ARE CUSTOMARILY UNLOADED WHERE INSTALLED SHALL NOT BE REQUIRED TO BE STORED WITHIN THE DESIGNATED STOCKPILE AREAS. SITES APPROVED FOR TEMPORARY BATCHING PLANT PERMITS SHALL BE FENCED AND GATED IN THE SAME MANNER AS DESIGNATED PARKING AND STOCKPILE AREAS. TEMPORARY BATCHING PLANT PERMITS SHALL ALSO BE REQUIRED FOR THE OPERATION OF ALL BATCHING PLANTS, PURSUANT TO THE REGULATIONS OF THIS CHAPTER.
 - DURING CONSTRUCTION, THE DEVELOPER OR PROPERTY OWNER SHALL PROHIBIT THE CLEANING OF EQUIPMENT OR MATERIALS AND/OR THE DISPOSAL OF ANY WASTE MATERIAL, INCLUDING, BUT NOT LIMITED TO, PAINT, OIL, SOLVENTS, ASPHALT, CONCRETE, MORTAR, ETC., UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR HISTORIC TREE OR GROUP OF SUCH TREES.
 - NO ATTACHMENTS OR WIRES OF ANY KIND, OTHER THAN THOSE OF A PROTECTIVE NATURE, SHALL BE ATTACHED TO ANY PROTECTED TREE(S).
 - WITH MAJOR GRADE CHANGES OF SIX INCHES OR GREATER, A RETAINING WALL OR TREE WELL OF ROCK, BRICK, LANDSCAPE TIMBERS OR OTHER APPROVED MATERIALS SHALL BE CONSTRUCTED AROUND THE TREE NO CLOSER THAN THE DRIP LINE OF THE TREE. THE TOP OF THE RETAINING WALL OR TREE WELL SHALL BE CONSTRUCTED AT THE NEW GRADE.
 - UNLESS OTHERWISE APPROVED BY THE TOWN, NO CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITY SHALL OCCUR UNDER THE CANOPY OR DRIP LINE OF ANY PROTECTED, SPECIMEN, OR HISTORIC TREE OR GROUP OF SUCH TREES.
 - ANY TREE(S) REMOVED DURING LAND DEVELOPMENT, CONSTRUCTION OR CONSTRUCTION-RELATED ACTIVITIES SHALL BE CHIPPED OR HAULED OFFSITE. BURNING OF REMOVED TREES IS PROHIBITED UNLESS PRIOR APPROVAL IS GIVEN BY THE TOWN'S FIRE MARSHAL.
 - THE TREE PRESERVATION AND ENFORCEMENT OFFICER OR AUTHORIZED DESIGNEE MAY REQUIRE ADDITIONAL PROTECTION MEASURES OR BEST MANAGEMENT PRACTICES AS NEEDED ON A CASE BY CASE BASIS TO ADEQUATELY PROTECT PROTECTED, SPECIMEN, OR HISTORIC TREES.



Deciduous Tree Planting Detail – NTS



CONCRETE TRAIL SECTION

- GENERAL NOTES:
- GRADE TRAIL WITH DRAINAGE SWALES ON BOTH SIDES AND DIVERT FLOWS UNDER TRAIL SECTIONS WITH PVC WHEN NEEDED. DO NOT GRADE TRAIL OR LOCATE TRAIL IN SITUATIONS THAT IT WILL RECEIVE FLOWS OVER THE TRAIL.
 - THE MATERIALS AND WORKMANSHIP FOR CONCRETE PAVING SHALL BE IN ACCORDANCE WITH H.C.T.C.E.G. SPECIFICATIONS AS MODIFIED BY THE TOWN OF FLOWER MOUND.
 - CONSTRUCTION JOINT SPACING SHALL BE WIDTH OF TRAIL.
 - CONSTRUCTION JOINTS AT LOCATIONS WHERE TRAIL AND WALL ARE MONOLITHIC SHALL HAVE THE JOINT CONTINUOUS ACROSS THE TRAIL, TOP OF WALL, AND FACE OF WALL.
 - DO NOT ASSUME A CUT AND FILL BALANCE. INSTALL TRAIL ALONG EXISTING GRADE WHEREVER POSSIBLE. CREATE DRAINAGE SWALES AND CONDUIT UNDER TRAIL WHEN NECESSARY TO AVOID DRAINING OVER THE TRAIL. HOLD TO 2% CROSS SLOPE FOR DRAINAGE AND NO MORE THAN 5% SLOPE ALONG TRAIL ALIGNMENT.
- CONSTRUCTION NOTES:
- 5 1/2" THICK 3600 PSI CONCRETE TRAIL.
 - HEAVY BROOK FINISH.
 - RESEED ALL DISTURBED AREA WITH APPROPRIATE SEASONAL GRASS.
 - FINISH GRADE.
 - 60 BARS 1"x8" O.C. (MAX.) BOTH WAYS.
 - COMPACT SUBGRADE TO 95% STANDARD PROCTOR DENSITY.
- DOWELED EXPANSION JOINTS
- GENERAL NOTES:
- LOCATE DOWELED EXPANSION JOINTS ON 30'-0" CENTERS (MAX.).
 - USE #4 SMOOTH DOWEL 1"x8" LONG & LUBRICATED ON ONE END. FOUR PER JOINT @ 1'-0" O.C. WITH CAP.
 - INSTALL RESWOOD EXPANSION JOINT 1/2" BELOW FINISHED GRADE OF TRAIL. FILL DOWELED EXPANSION JOINTS WITH SILICONE JOINT SEALANT DOW CORNING 880 SL, OR APPROVED EQUAL, GREY IN COLOR.



PARKS & RECREATION CONSTRUCTION DETAILS
6'-0", 8'-0", 10'-0" WIDE
MULTI-USE CONCRETE TRAIL
NOT TO SCALE

DATE: MAY 2015
SHEET: 1 OF 1
SHEET: P-1

THE TOWN OF FLOWER MOUND CONSTRUCTION STANDARDS APPLY, WHETHER INDICATED OR NOT.

LANDSCAPE NOTES

ADVANTAGE STORAGE FLOWER MOUND
BLOCK C, LOT 1R1R
LAKESIDE RANCH BUSINESS PARK ADDITION
TOWN OF FLOWER MOUND, TEXAS

SHEET NO.

L1.02

NO.	DATE
DESIGN	DRAWN
PDS/TCC	TCC
DATE	09-29-16
W NUMBER	R0007949.00

PROJECT INFORMATION
ADVANTAGE STORAGE FLOWER MOUND
NEQ GERAULT ROAD AT LAKESIDE PARKWAY
TOWN OF FLOWER MOUND
DENTON COUNTY, TEXAS
JOSEPH T. TURNER SURVEY, ABSTRACT NO. 1251
PROPOSED USE: PUBLIC STORAGE
ZONING: PD-83

DEVELOPER
ADVANTAGE SELF STORAGE, INC.
2600 ELDORADO PARKWAY, SUITE 100
MCKINNEY, TEXAS 75070
MR. RICK JONES
(972) 547-0236 PHONE

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S1- MILLSAP STONE
AUTUMN BLEND
BUFF MORTAR



W1- ANNODIZED ALUMINUM
STOREFRONT WINDOWS



P1- SW 7048 URBANE BRONZE
AWNINGS
STEEL BEAMS
STEEL COLUMNS



TW2- SILHOUETTE GRAY
TILT WALL FINISH TO MATCH
SILHOUETTE GRAY BY JANUS INT'L



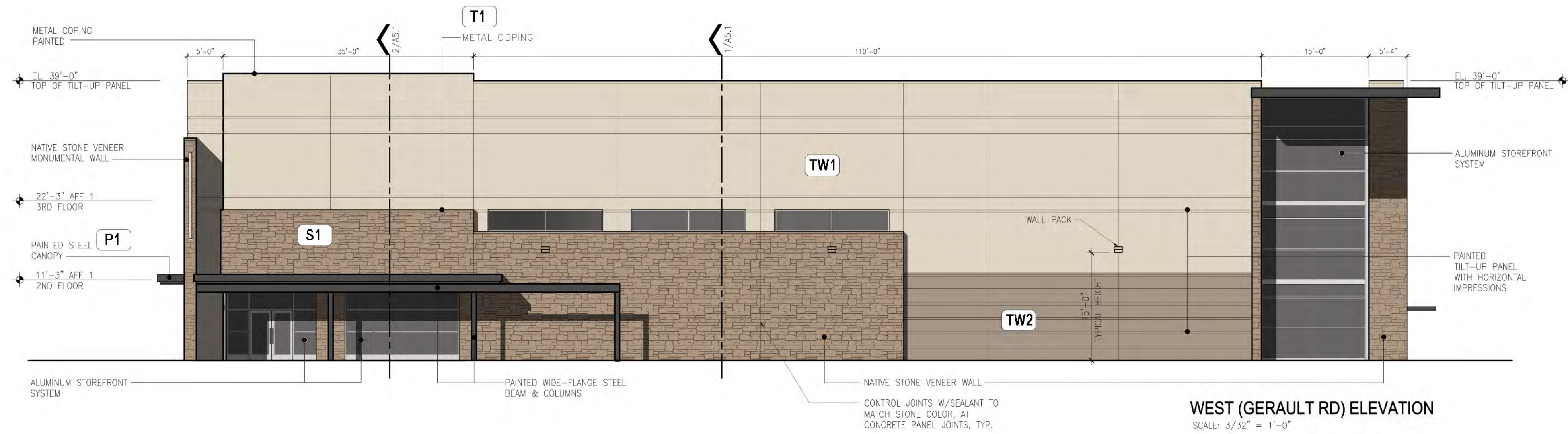
T1- METAL TRIM
MBCI SIGNATURE 300 ALMOND



TW1- ICC 30YY 67/04
EUROPEAN WHITE
TILT WALL PANELS



OHD1- SILHOUETTE GRAY
BY JANUS INTERNATIONAL
OVERHEAD DOORS



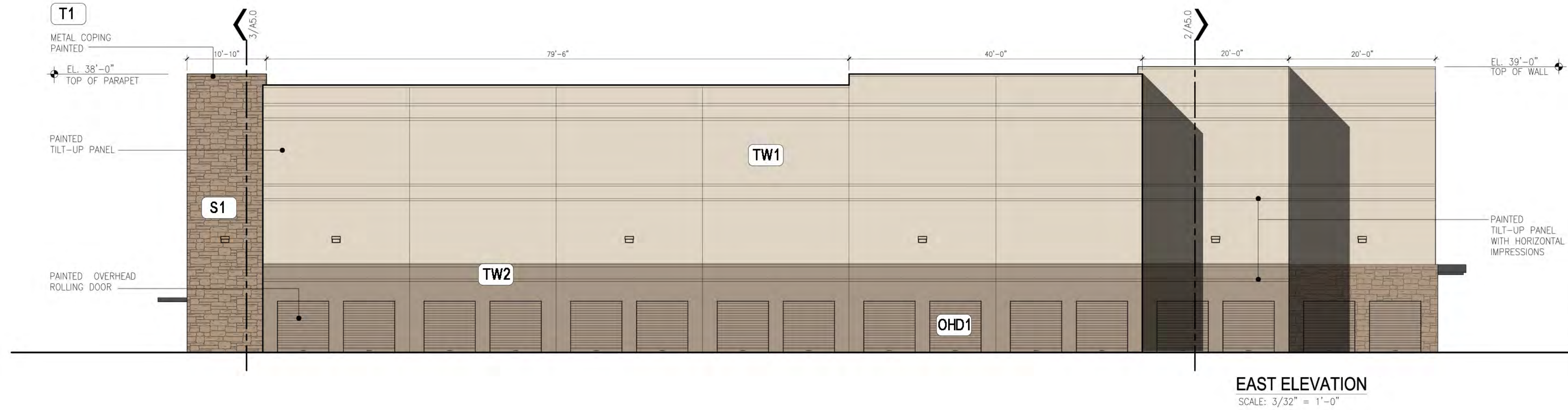
WEST (GERAULT RD) ELEVATION
SCALE: 3/32" = 1'-0"

BUILDING EXTERIOR MATERIAL CALCULATIONS				
	North	South	East	West
1. Total Facade S.F.	9,495 SF	9,261 SF	6,398 SF	6,686 SF
2. Doors and Windows S.F.	639 SF	1,343 SF	784 SF	969 SF
3. Facade S.F. (exclusive of doors and windows)	8,856 SF	7,918 SF	5,614 SF	5,717 SF
4. Primary Masonry totals (% of line 3)	8,825 SF (99.6%)	7,843 SF (99.0%)	5,614 SF (100%)	5,532 SF (96.8%)
• Brick s.f.	NA	NA	NA	NA
• Tilt Wall s.f.	6,910 SF (78.0%)	4,714 SF (59.5%)	5,075 SF (90.4%)	3,824 SF (66.9%)
• Stone s.f.	1,915 SF (21.6%)	3,129 SF (39.5%)	539 SF (9.6%)	1,708 SF (29.9%)
5. Secondary Masonry totals (35% max of line 3)	0 SF (0.0%)	0 SF (0.0%)	0 SF (0.0%)	0 SF (0.0%)
• Stucco s.f.	NA	NA	NA	NA
• EIFS s.f.	NA	NA	NA	NA
• Hardiplank s.f.	NA	NA	NA	NA
6. Architectural Metals totals (30% max)	31 SF (0.4%)	78 SF (1%)	0 SF (0.0%)	185 SF (3.2%)

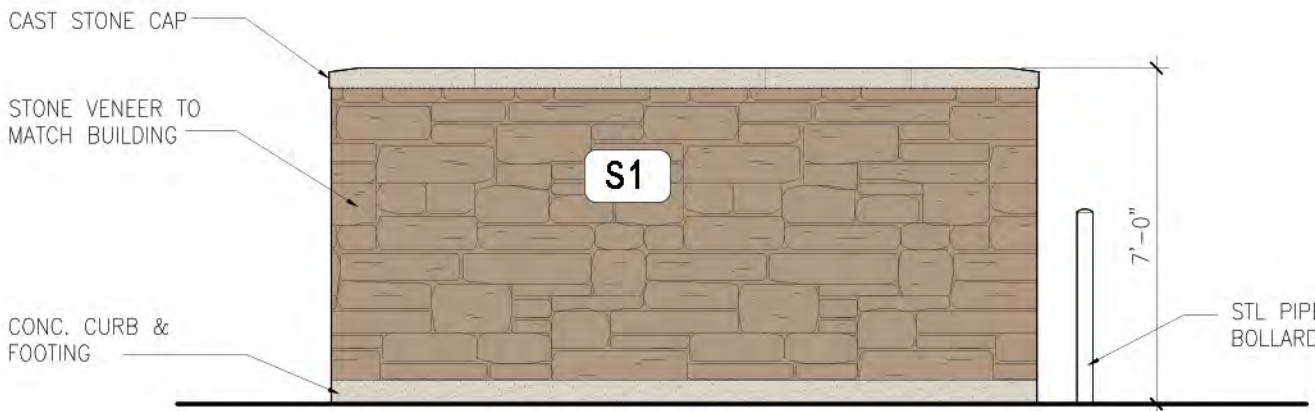
NOTES:
1. STONE, CONCRETE FINISHES, AND EXPOSED METAL FINISHES ARE TO BE SELECTED FROM THE COLOR CHARTS PROVIDED WITHIN PD 83.
2. PROVIDE CONTROL JOINTS IN STONE PER MANUF. RECOMMENDATIONS AND IN LOCATIONS SHOWN



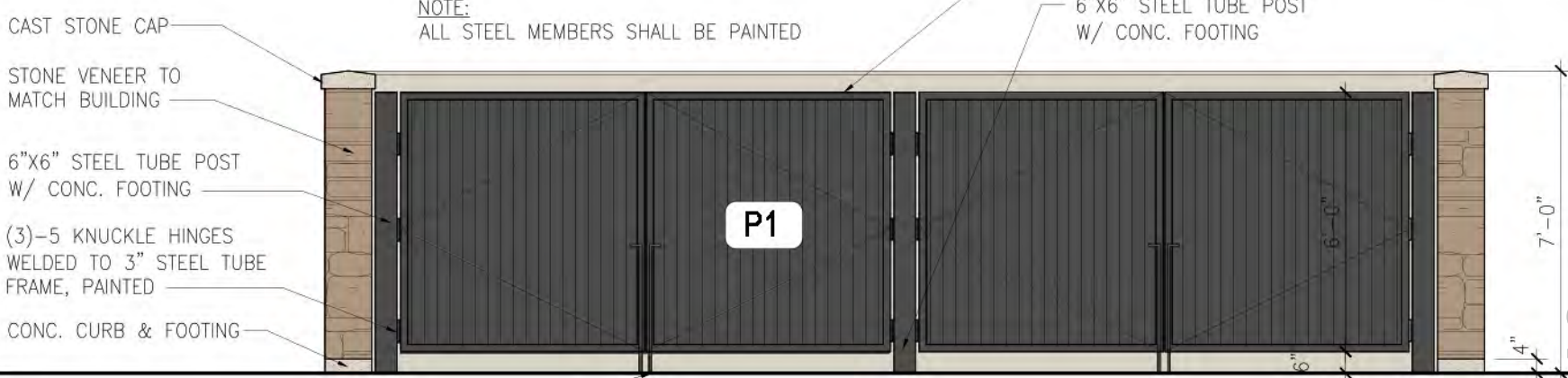
SOUTH (LAKESIDE PKWY) ELEVATION
SCALE: 3/32" = 1'-0"



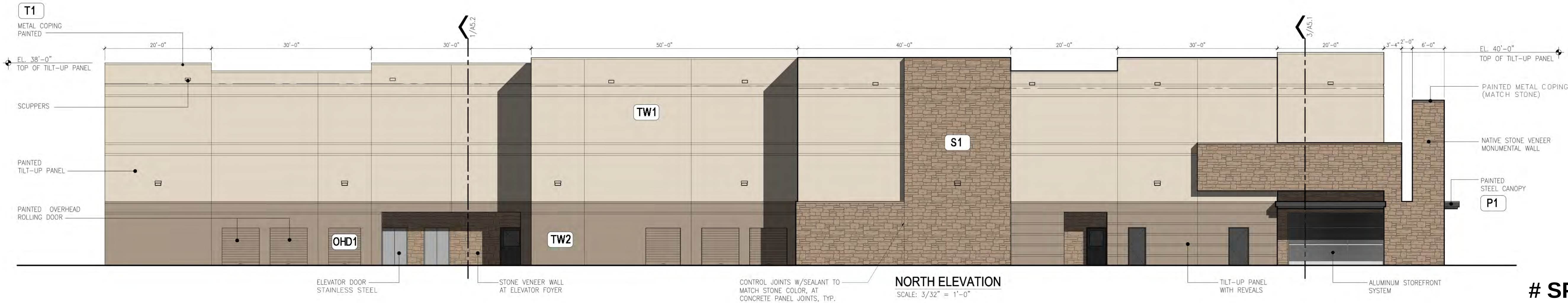
EAST ELEVATION
SCALE: 3/32" = 1'-0"



TRASH ENCLOSURE (SIDE)
SCALE: 1/4" = 1'-0"



TRASH ENCLOSURE (FRONT)
SCALE: 1/4" = 1'-0"



NORTH ELEVATION
SCALE: 3/32" = 1'-0"

exterior elevations - REVISED 10.13.16



david**ba**ca
STUDIO

Advantage Storage - Flower Mound

Lakeside Ranch Business Park, Gerault Road, Flower Mound, Texas



PROJECT NUMBER
1532
DATE
08.11.16
SHEET NUMBER
A4.0

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