



AGENDA CITY COUNCIL MEETING

April 3, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, April 3, 2025, beginning at 6:30 pm at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/departments/public-meetings/>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Toshia Kimball at tkimball@lucastexas.us by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

- Roll Call
- Determination of Quorum
- Reminder to turn off or silence cell phones
- Pledge of Allegiance

Citizen Input

1. Citizen Input.

Community Interest

Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest.
 - Mayor's items of community interest

Consent Agenda

All items listed under the consent agenda are considered routine and are recommended to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

3. Consent Agenda:

A. Approval of the minutes of the March 20, 2025, City Council meeting.

Regular Agenda

4. Discuss a request by Vincent Vo, on behalf of the Frasier Capital, LLC, regarding a proposal to amend the Development Agreement dated June 25, 2009, between the City of Lucas and HHEC SpinCo, LLC pertaining to property located at the intersection of Country Club Road and Parker Road and provide direction to the City Manager.
(Development Services Director Joe Hilbourn)
5. Consider approving a request by JW Partners on behalf of Griffin, Lewis, McCahill & Gillis for a preliminary plat for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349, otherwise known as the southeast corner of Lewis Lane and Shepherds Creek.
(Development Services Director Joe Hilbourn)
6. Discuss and provide staff direction on a possible July 4, 2026, city-wide celebration.
(City Manager John Whitsell)
7. Consider approving Resolution R 2025-04-00567, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, FORMALLY REQUESTING THE UNITED STATES POSTAL SERVICE TO ASSIGN A UNIQUE ZIP CODE TO THE CITY OF LUCAS TO IMPROVE MAIL DELIVERY, EMERGENCY RESPONSE, MUNICIPAL IDENTITY, AND RESIDENT SERVICES; AND PROVIDING AN EFFECTIVE DATE. **(City Manager John Whitsell)**

Executive Session

8. Executive Session: An Executive Session is not scheduled for this meeting.

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

9. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.
10. Adjournment.

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002 and on the City's website at www.lucastexas.us on or before 5:00 p.m. on March 28, 2025.

Toshia Kimball, City Secretary

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Toshia Kimball at 972.912.1211 or by email at kimball@lucastexas.us at least 48 hours prior to the meeting.



City of Lucas

City Council Agenda Request

April 3, 2025

Item No. 01

Requester: Mayor Dusty Kuykendall

Agenda Item Request

Citizen Input.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

April 3, 2025

Requester: Mayor Dusty Kuykendall

Agenda Item Request

Items of Community Interest.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

Council Agenda Request

April 3, 2025

Requester: Mayor Dusty Kuykendall
City Secretary Toshia Kimball

Agenda Item Request

1. Consent Agenda:

A. Approval of the minutes of the March 20, 2025, City Council meeting.

Background Information

NA

Attachments/Supporting Documentation

1. Minutes of the March 20, 2025, City Council meeting.

Budget/Financial Impact

NA

Recommendation

City Staff recommends approval of the Consent Agenda.

Motion

I make a motion to approve the Consent Agenda as presented.



MINUTES

CITY COUNCIL REGULAR MEETING

March 20, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Chris Bierman
Councilmember Tim Johnson
Councilmember Phil Lawrence
Councilmember Neil Peterson
Councilmember Brian Stubblefield

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Deputy Daniel Gillespie

Mayor Kuykendall called the meeting to order at 6:30 p.m., determined that a quorum was present, and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input

No citizen input.

Community Interest

2. Community Interest

- Community Events:
 - Keep Lucas Beautiful Spring Cleanup – April 5, 2025 – 9 am – 1 pm
 - Founder's Day – April 12, 2025 – 10 am – 2 pm
 - Art in Public Spaces – April 22, 2025 – 5 pm – 7 pm
 - The Lucas Car Show – May 17, 2025 – 8 am – 12 pm

Director of Community Relations Michael Schwerin and Development Specialist Dominic Nohe from the Salvation Army of North Texas for Denton and Collin County presented Mayor Kuykendall with a bell and certificate of appreciation and thanked him for all his efforts in raising over \$585.00 during the red kettle challenge.

Consent Agenda

3. Consent Agenda:

A. Approval of the March 6, 2025, meeting minutes



MINUTES

CITY COUNCIL REGULAR MEETING

March 20, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

MOTION: A motion was made by Councilmember Bierman, seconded by Councilmember Lawrence, to approve the Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.

Regular Agenda

4. Discuss Chapter 3 of the city's code of ordinances.

No motion was required on this item.

5. Discuss and take possible action to approve an Interlocal Agreement between the City of Lucas and the City of Parker mutually agreeing on certain jurisdictional boundaries.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Mayor Kuykendall, to table the Interlocal Agreement between the City of Lucas and the City of Parker, mutually agreeing on certain jurisdictional boundaries until the April 17, 2025, City Council meeting. The motion passed unanimously by a 7 to 0 vote.

6. Discuss and take possible action to approve Resolution R 2025-03-00566 authorizing the submittal of one or more applications for Hazard Mitigation Grant Program funds to the Texas Division of Emergency Management under DR-4781 and DR-4798 and committing matching funds in the amount of 25%.

MOTION: A motion was made by Mayor Kuykendall, seconded by Mayor Pro Tem Fisher to approve Resolution R 2025-03-00566 authorizing the submittal of one or more applications for Hazard Mitigation Grant Program funds to the Texas Division of Emergency Management under DR-4781 and DR-4798 and committing matching funds in the amount of 25%. The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

7. Executive Session:

An Executive Session was not held at this meeting.

8. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

No action was taken from the Executive Session.

Adjournment



MINUTES

CITY COUNCIL REGULAR MEETING

March 20, 2025 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, Texas

9. Adjournment.

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence to adjourn the meeting at 7:04 pm. The motion passed unanimously by a 7 to 0 vote.



City Council Agenda Request

April 3, 2025

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Discuss a request by Vincent Vo, on behalf of the Frasier Capital, LLC, regarding a proposal to amend the Development Agreement dated June 25, 2009, between the City of Lucas and HHEC SpinCo, LLC pertaining to property located at the intersection of Country Club Road and Parker Road and provide direction to the City Manager.

Background Information

The property is situated on the west side of FM 1378 1/8 mile north of the intersection of FM1378 and Parker Road. This parcel of land is currently zoned commercial business and has an approved development agreement. The agreement includes consideration for commercial business zoning and provides for city sewer.

At the July 7, 2022, City Council meeting, Fraser Capital presented a plan for the same property for consideration. City Council feedback was that the lot size was too small, so before giving any further consideration, the council asked for a plan showing lots ranging between 1.5 acres and 2 acres in size.

Mr. Vo has brought forward a plan with straight zoning for R-1.5, showing all lots are a minimum of 1.5 acres with a mix of 2 acre or greater lots, the average proposed lot size is 1.74 acres. This plan would provide for a total of 45 residential lots.

Mr. Vo also brought forward a separate plan at staff request for a proposed PD that proposes lots between 1.2 acres and 3.0 acres for a total of 49 residential lots, and one lot dedicated to the city for a future fire station. The average lot size would be 1.56 acres.

Attachments/Supporting Documentation

1. Proposed Site Plans (2)
2. Minutes from July 7, 2022, city council meeting
3. Approved development agreement

Budget/Financial Impact

N/A

Recommendation

Give staff direction on amending the existing development agreement.



City of Lucas
City Council Agenda Request
April 3, 2025

Item No. 04

Motion

There is no motion this is a discussion item only.



Fraser Capital

Lucas Estate Lots Lucas, TX

March 20, 2025

Developing land.
Creating legacies.



FRASERCAPITAL

PRIVILEGED & CONFIDENTIAL



Proposed Development

- Approximately 96 acres, currently zoned for commercial use, Fraser Capital is seeking to amend the development agreement to allow for residential use
- Seeking to develop approximately 45 to 49 single family lots
- Homes Sizes – 4,000 SF +
- Finished Homes Target Price – Starting at \$1.7M

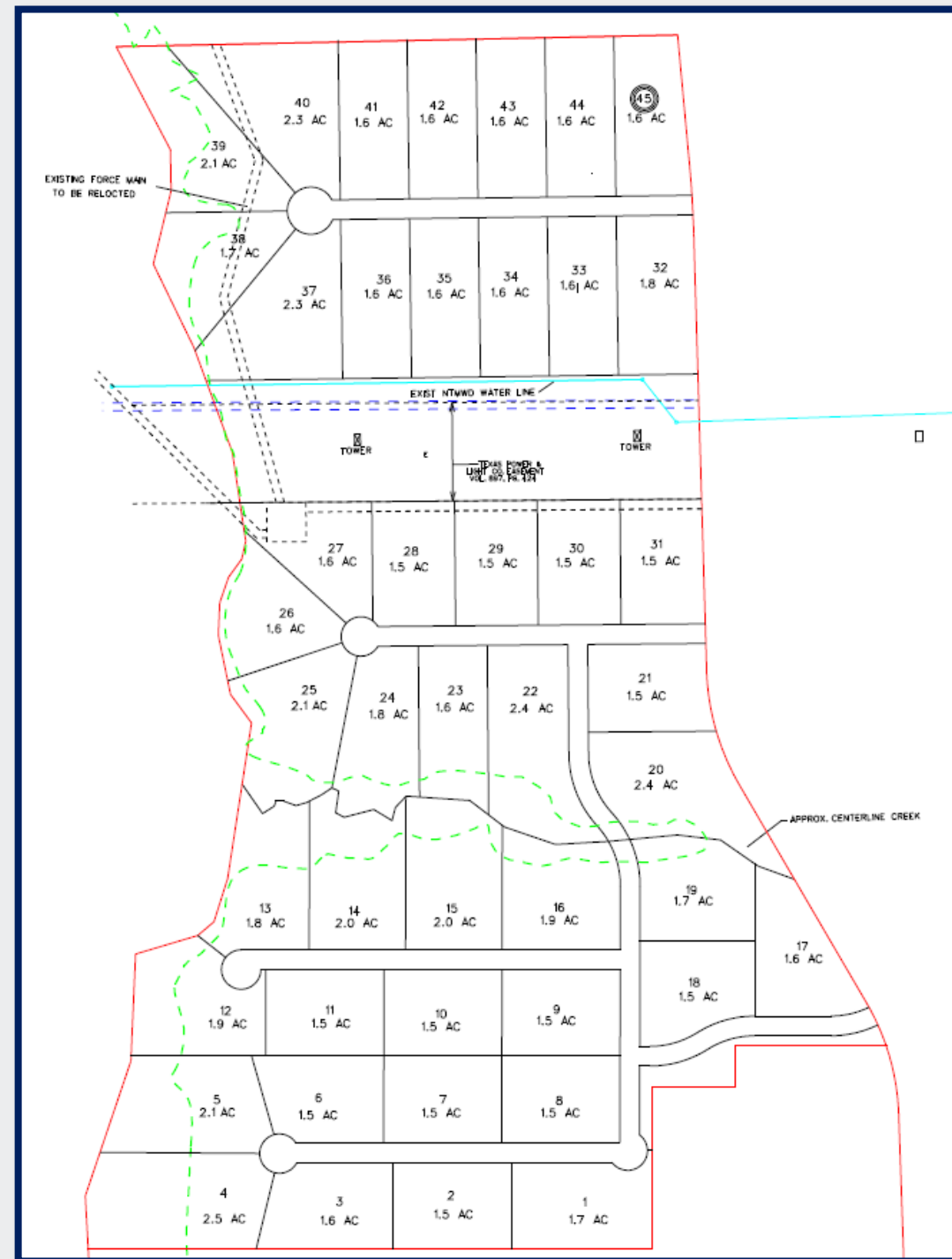




Option 1 – 45 Lots (1.5 AC Minimum)

- 45 Single Family Lots - 1.5 AC Minimum
- Lots ranging from 1.5 ac to 2.5 ac
- Avg Lot Size of 1.74ac

Lot Matrix	Count
1.5ac Lots	13
1.6ac to 1.9ac Lots	22
2ac to 2.5ac Lots	10
	45

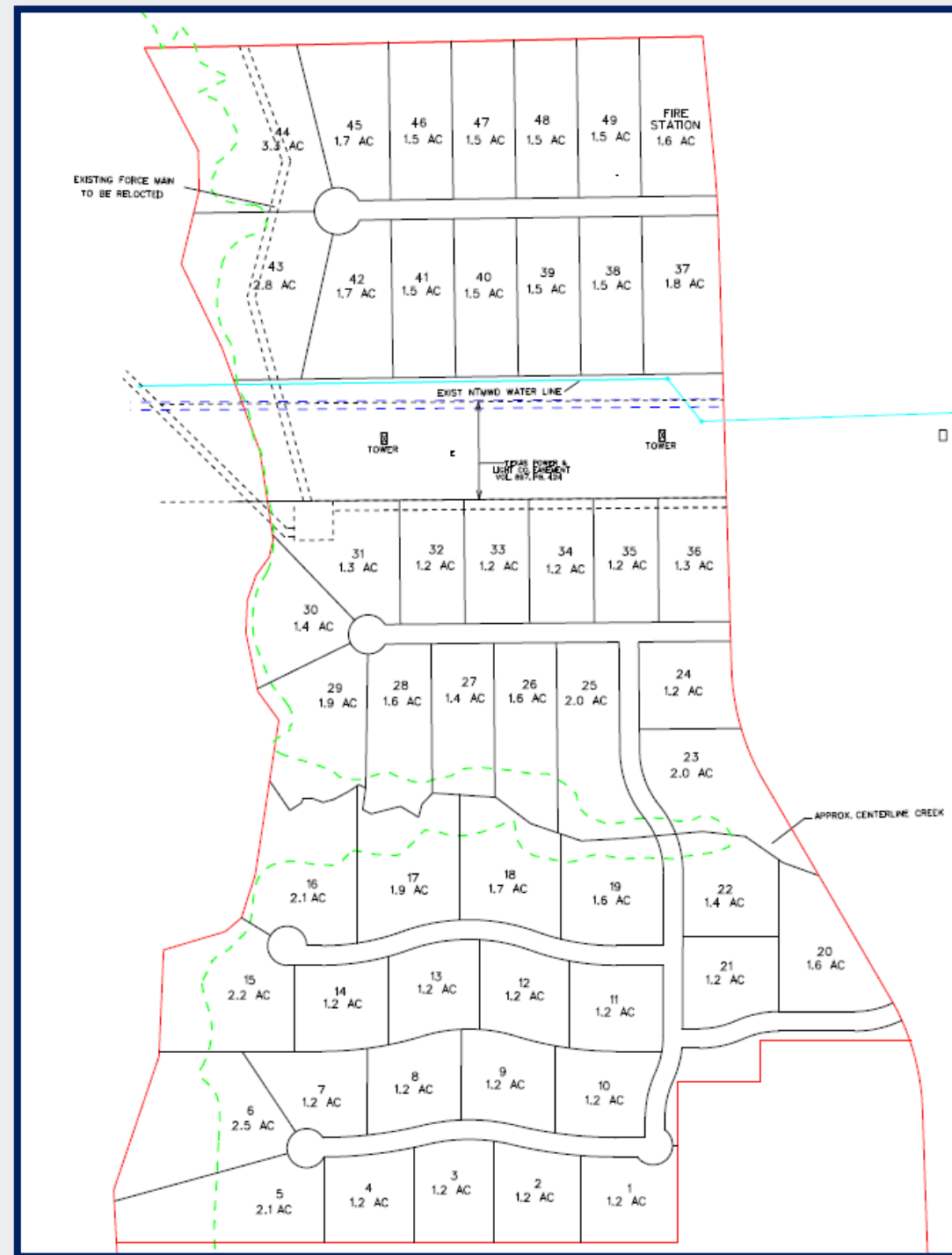




Option 2 – 49 Lots (1.2 AC Minimum)

- 49 Single Family Lots - 1.2 AC Minimum
- 1.6 ac Fire Station Site Dedicated to the City of Lucas
- Lots ranging from 1.2 ac to 3.3 ac
- Avg Lot Size of 1.56 ac

Lot Matrix	Count
1.2ac Lots	18
1.3ac to 1.5ac Lots	13
1.6ac to 1.9ac Lots	10
2.0ac to 2.5ac Lots	6
2.6ac to 2.9ac Lots	1
3ac + Lots	1
	49



THANK YOU

(214) 762-5709
stephen@frasercapital.com



FRASERCAPITAL



MINUTES **CITY COUNCIL REGULAR MEETING**

July 7, 2022 | 6:30 PM

Council Chambers | Video Conference
City Hall | 665 Country Club Road, Lucas, Texas

City Councilmembers Present:

Mayor Jim Olk
Mayor Pro Tem Kathleen Peele
Councilmember David Keer
Councilmember Tim Baney
Councilmember Phil Lawrence (*attended remotely, arrived at 7:00 pm*)
Councilmember Debbie Fisher

City Staff Present:

City Manager Joni Clarke
City Secretary Stacy Henderson
Development Services Director Joe Hilbourn
Public Works Director Scott Holden
Assistant to the City Manager Kent Souriyasak
Assistant Fire Chief Lance Gant
Management Analyst Kevin Becker

City Councilmember Absent:

Councilmember Tim Johnson

The regular City Council meeting was called to order at 6:30 pm.

Citizen Input

1. Citizen Input

Ilene Mougel, 651 Stinson Road, commented on the website stating that it takes too many clicks to get to the agenda. She would like easier access to agendas.

Community Interest

2. Items of Community Interest

Mayor Olk presented a proclamation to Legacy 4-H. Mayor Olk also discussed events being held at the upcoming farmers markets, the Lovejoy ISD Art in Public Places displays at City Hall, the Council budget workshop set for July 21, the Governor's Community Achievement Award ceremony, and the award received by International City and County Management Association recognizing the Lucas Farmers Market.

Consent Agenda

3. Consent Agenda:

- A. Approval of the minutes of the June 16, 2022, City Council meeting.
- B. Approve Resolution R 2022-07-00529 adopting the Collin County Hazard Mitigation Action Plan, June 2022, and providing for an effective date.
- C. Approve Resolution R 2022-07-00530 authorizing the application for the Central

Trail Loop Segment to the Collin County Park and Open Space Project Funding Assistance Program.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to approve the Consent Agenda as presented. The motion passed unanimously by a 5 to 0 vote.

As authorized by Section 551.071 of the Texas Government Code, the City Council convened into closed Executive Session at 6:47 pm for the purpose of seeking legal advice from the City Attorney regarding Agenda Items 4 and 5.

The City Council reconvened from Executive Session at 7:10 pm. There was no action taken as a result of the Executive Session.

Regular Agenda

4. **Discuss a proposal submitted by Warren L. Corwin, PE, on behalf of the developer, Frasier Capital, LLC, regarding a proposal to amend the Development Agreement dated June 25, 2009 between the City of Lucas and HHEC SpinCo, LLC pertaining to property located at the intersection of County Club Road and Parker Road and provide direction to the City Manager.**

Steven Smith, Frazier Capital, spoke regarding the proposed concept plan on the property. The property is currently zoned commercial with lots averaging approximately 1.6 acres along with several 1 acre lots. The developer also proposed an area as part of the development to be set aside for municipal purposes.

City Council spoke regarding concerns related to lot size with a considerable number of lots being 1 acre. Council stated that they would consider 1.5 acres to 2 acres per lot and forego the municipal lot in favor of larger lots. The City Council agreed that they would like to see an updated proposal with larger lots before providing additional input.

There was no motion on this item, it was for discussion purposes only.

5. **Consider entering into a Development Agreement with James Irwin for roadway improvements to the first 1,284 feet of Stinson Road south of West Lucas Road and appropriating funds in an amount not to exceed \$762,250 (95% of \$802,368 - the cost of the roadway improvements) from account 11-1009 General Fund Roadway Impact Fees in the amount of \$44,000 and the remainder \$718,250 from General Fund Reserves to account 21-8210-491-325 Stinson Road Realignment and authorize the City Manager to execute the agreement.**

Development Services Director Joe Hilbourn gave a presentation on this item.

City Council stated that they were not in favor of this option and would like to look at a secondary option. City Council was also concerned with the amount of money that the project will cost.

Ilene Mougel, 651 Stinson Road, stated her concerns regarding this item. She would like to see the roadway within this development turned into a cul-de-sac rather than connecting to Stinson Road.

Josh Edge, Dynamic Engineering, spoke regarding this item. He stated that a cul-de-sac was proposed but was denied because they were told that a cul-de-sac would not meet city thoroughfare plans. He stated that they followed direction from the City in preparation of this plan.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to deny authorizing the City Manager to enter into a development agreement with James Irwin for roadway improvements to the first 1,284 feet of Stinson Road south of West Lucas Road. The motion to deny passed unanimously by a 6 to 0 vote.

6. **Consider amending FY 21/22 budget by appropriating \$48,960 from unrestricted General Fund Reserves to account 11-8209-303 Drainage to address erosion concerns due to the release of flow from the culvert crossing under the Winningkoff Road reverse curve.**

Public Works Director Scott Holden gave a presentation regarding this item.

Councilmember Fisher asked if the City would be obtaining a drainage easement in this area. City Manager Joni Clarke stated that the City would be obtain a construction easement for this project.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to approve amending FY 21/22 budget by appropriating \$48,960 from unrestricted General Fund Reserves to account 11-8209-303 Drainage to address erosion concerns due to the release of flow from the culvert crossing under the Winningkoff Road reverse curve. The motion passed unanimously by a 6 to 0 vote.

7. **Consider a request to address a citizen concern regarding electrical service and the slope to the retention pond located at 1020 Winningkoff Road and authorize an appropriation in the amount of \$59,820 from unrestricted General Fund Reserves to account 11-8309-302 Culvert Maintenance.**

Development Services Director Joe Hilbourn gave a presentation for this item. Mr. Hilbourn stated that there should be a correction to the conduit.

The City Council was in agreement that the slope on this property met the engineering design standards provided by the approved plans, but the contractor should repair the conduit that was installed per the agreement the contractor made with the homeowner. Should the contractor not repair the conduit, the City would make the necessary repairs.

MOTION: A motion was made by Councilmember Fisher, seconded by Mayor Pro Tem Peele to approve authorizing the City Manager to correct the electrical service deficiency located at 1020 Winningkoff Road. The motion passed unanimously by a 6 to 0 vote.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Lawrence to deny a request to address a citizen concern regarding the slope to the retention pond located at 1020 Winningkoff Road. The motion passed unanimously by a 6 to 0 vote.

8. Consider a proposed amendment to the Wilson Creek Settlement Agreement between the North Texas Municipal Water District, the City of Lucas, and the Aligned Intervening Landowner Protestants.

Councilmember Fisher spoke on this item stating that building a contained facility that would capture all of the water used in the truck washing facility is being proposed. Councilmember Fisher stated that she would be in favor of amending the existing contract.

There was no motion taken on this item.

9. Consider authorizing the City Manager to enter into a contract with Jones Bros Construction for renovations to the Public Works Building and City Hall in the amount not to exceed \$266,938 from account 11-8999-200, Building and Improvements.

Development Services Director Joe Hilbourn gave a presentation on this item and spoke about the proposed changes to City Hall and the Public Works building.

MOTION: A motion was made by Councilmember Baney, seconded by Councilmember Keer to approve authorizing the City Manager to enter into a contract with Jones Bros Construction for renovations to the Public Works Building and City Hall in the amount not to exceed \$266,938 from account 11-8999-200, Building and Improvements. The motion passed unanimously by a 6 to 0 vote.

10. Consider the use of Zoom video conferencing for City Council and all board/commission meetings and provide direction to City staff.

City Secretary Stacy Henderson gave a presentation on this item and reviewed data analytics on Zoom and the City's live streaming usage.

The City Council discussed with the City Attorney regarding the use of zoom and situations in which that could occur. City Attorney Joe Gorfida stated that state law requires the public to be able to see Councilmembers participating remotely if the City continues allowing Zoom usage during Council meetings.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Baney to continue using Zoom for City Council meetings only and to discontinue using Zoom for citizen participation. The motion passed unanimously by a 6 to 0 vote.

Executive Agenda

11. Executive Session.

As authorized by Section 551.074(a)(1) of the Texas Government Code, the City Council will convene into closed Executive Session to deliberate the employment and duties of the City Secretary.

The City Council went into an Executive Session to deliberate the employment and duties of the City Secretary at 8:36 pm.

12. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

The City Council reconvened from Executive Session at 9:09 pm.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to accept the resignation of City Secretary Stacy Henderson effective July 22, 2022. The motion passed unanimously by a 5 to 0 vote.

MOTION: A motion was made by Mayor Pro Tem Peele, seconded by Councilmember Fisher to appoint Kent Souriyasak as the interim City Secretary. The motion passed unanimously by a 5 to 0 vote.

13. Adjournment.

City Council adjourned the meeting at 9:11 pm.

APPROVED:



Mayor Jim Olk

ATTEST:



Management Analyst Kevin Becker



STATE OF TEXAS §
COUNTY OF COLLIN §

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is executed to be effective for all purposes as of the Effective Date, as defined below, being JUNE 25, 2009, by and between the CITY OF LUCAS, TEXAS, a municipal corporation existing under the laws of the State of Texas (the "City") and HHEC SPINCO, LLC, a Delaware limited liability company ("Owner").

RECITALS

WHEREAS, Owner is the owner of certain real property described by metes and bounds in Exhibit A and depicted on Exhibit B ("Owner's Property"), portions of which are located within the corporate limits and within the extraterritorial jurisdiction (ETJ) of the City of Lucas, Collin County, Texas, and portion of which are not located within the corporate limits or ETJ of any other municipality; and

WHEREAS, the City has adopted a wastewater (sanitary sewer) master plan (the "Master Plan") to provide such services to designated non-residential portions of the City, including a portion of Owner's Property, and the City is awaiting approval of the Master Plan by the North Texas Water Municipal District (the "Water District"); and

WHEREAS, portions of Owner's Property have been designated by the City as areas which can be served by municipal wastewater facilities, such portions as described by metes and bounds in Exhibit C and depicted on Exhibit D (the "Property") and as described by metes and bounds in Exhibit E and depicted on Exhibit F ("Owner's South Tract") (the remaining portion of the Property is called "Owner's West Tract" and is described on Exhibit G and depicted on Exhibit H); and

WHEREAS, the Parties intend that Owner's Property be developed within the City's corporate limits and ETJ in accordance with the mutually agreeable regulations provided in this Agreement; and

WHEREAS, the Parties intend that Owner's Property shall be annexed into the City of Lucas as provided by law and by this Agreement; and

WHEREAS, Owner, with participation from the Wylie Independent School District ("WISD"), agrees to provide funding for the design, construction, and installation of an on-site wastewater lift station and force-main (both on-site and off-site), as conceptually shown on Exhibit I, sufficient in size and capacity to provide service to future commercial development on Owner's South Tract and a WISD future High School on the Property (the "Sewer Facilities") to a mutually agreed point of connection to other municipal wastewater facilities at the southern boundary of the FM 2551 Commercial Area, depicted on the Master Plan (such other facilities to be constructed by the City without any funding from Owner or WISD), and

WHEREAS, the Parties desire to obtain the benefits of certainty and predictability that can be provided by a development agreement; and

Whereas, the Parties have the authority to enter into this Agreement including, but not limited to, the authority granted by Section 212.172 of the Texas Local Government Code.

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

ARTICLE I ANNEXATION AND DEVELOPMENT

1.1 *Agreement to Annex.* Owner agrees to file a petition for voluntary annexation of the Owner's Property within sixty (60) days after the later of (i) the approval of this Agreement, and (ii) the approval of the Master Plan by the Water District. Upon the filing of such petition, the City agrees to promptly annex the Owner's Property.

1.2 *Sewer Facilities.* The Sewer Facilities shall consist of an on-site wastewater lift station and force-main (both on-site and off-site), as conceptually shown on Exhibit "T", to a mutually agreed point of connection to other municipal wastewater facilities at the southern boundary of the FM 2551 Commercial Area, depicted on the Master Plan to be constructed by others without any funding from Owner or WISD, sufficient in size and capacity to provide service to future commercial development on Owner's South Tract and a WISD future High School on the Property. Following construction and final acceptance by the City, the City will be the owner and operator of the Sewer Facilities.

1.3 *Construction of Sewer Facilities.* Pursuant to that certain Utilities Escrow Agreement (the "Escrow Agreement") to be entered into for the funding of costs of design, construction and installation of the Sewer Facilities according to this Agreement, among City, Owner, the WISD, and American Escrow Company ("Escrow Agent"), Owner and WISD have agreed to provide for the escrow of funds (the "Escrow Funds") upon the complete execution and delivery of this Agreement and the Escrow Agreement in the amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) to design, construct and install the Sewer Facilities. If the actual total costs to design, construct and install the Sewer Facilities (the "Actual Project Cost"), incurred in accordance with the terms and provisions of this Agreement, exceed the total amount of the Escrow Funds deposited under this Escrow Agreement, Owner shall deposit such excess amount with Escrow Agent to be held and applied in accordance with the terms and provisions of the Escrow Agreement.

The City hereby agrees to:

- (a) Select and retain a qualified Engineer, subject to Owner's concurrence, to perform the surveys, design, and preparation of on-site and off-site easements as required for the Sewer Facilities, the costs and expenses of which shall be paid from the Escrow Funds pursuant to the terms and provisions of this Agreement and the Escrow Agreement.
- (b) Manage the design process for the Sewer Facilities in coordination with separate City water improvements planned within the same area, thereby providing a high level of coordination between the two projects.
- (c) Provide preliminary and final construction designs, specifications, and plans for the Sewer Facilities for review and approval by the Owner. In the event any change orders are required during construction, they shall also be submitted to the Owner for approval prior to authorization. Such designs, specifications, and plans, including all change orders, as finally approved by Owner, collectively are called the "Approved Plans". The

costs and expenses of the Approved Plans shall be paid from the Escrow Funds pursuant to the terms and provisions of this Agreement and the Escrow Agreement.

- (d) Provide all off-site easements as required for construction and operation of the Sewer Facilities at no cost to the Owner (specifically, without limitation, not using any portion of the Escrow Funds therefor).
- (e) Issue the final construction plans, specifications, and estimates (PS&E) for competitive bids by competent contractors, receive bids, and award a construction contract to the selected and bonded Contractor for construction of the Sewer Facilities. Appropriate Performance and Payment Bonds and indemnifications shall be provided by the primary contractor, in favor of the City, Owner, and WISD. The Owner shall be provided an opportunity to review all bids and concur in the selection of the Contractor and approval of the construction contract (as finally approved by Owner, the "Approved Contract").
- (f) Supervise the construction of the Sewer Facilities and provide all necessary inspections and testing, the costs and expenses of which shall be paid from the Escrow Funds pursuant to the terms and provisions of this Agreement and the Escrow Agreement.
- (g) Commence the design of the Sewer Facilities within three (3) months after the Effective Date; commence construction and installation of the Sewer Facilities within twelve (12) months after the Effective Date; and complete such design, construction, and installation, with operable connection to the City's waste water system within twenty-four (24) months after the Effective Date (the "Outside Completion Date").
- (h) Process and provide to the Owner monthly Applications for Payment as received from the Contractor, reviewed and approved by the Engineer. The Owner shall review and approve, with adjustments as necessary and without approval being unreasonably withheld, each Application for Payment and authorize the release of a portion of the Escrow Funds by the Escrow Agent for each payment. Items eligible for payment from the escrow account include, and are limited to the following, all as approved (if approved) by Owner:

- Approved survey and design fees
- Approved contractor Applications for Payment
- Authorized third party testing fees
- Authorized electric and communication construction costs
- Approved change orders.

Attached to this Agreement is the current Estimated Project Costs schedule, which shall be finalized, then approved by Owner, with such final Estimated Project Costs schedule to be attached to this Agreement for budget purposes for the design, construction and installation of the Sewer Facilities and the payment of costs associated therewith.

All matters set for in this Section 1.3 are subject to and, to the extent applicable, governed by the Escrow Agreement. Further, with respect to any matter submitted or required to be submitted to Owner for Owner approval, consent, or concurrence under or in connection with this Agreement and the matters covered hereby, City shall submit its request in writing to Owner and Owner shall have fifteen (15) calendar days to approve, consent to, or concur with such documents or matters, or provide notice of issues to be resolved—in any event, such response must be in writing (as applicable, a "Response"). If Owner shall fail to timely provide a Response, Owner shall be conclusively deemed to have approved the

document(s) or matter(s) submitted for approval. Upon approval or deemed approval by Owner, City shall be fully authorized to proceed with the specific matter(s) so submitted to Owner for approval and so approved or deemed approved by Owner.

Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed as follows:

I. If the Water District expressly denies its approval of the Master Plan, the City may terminate this Agreement by giving written notice of termination to Owner within 15 days after such denial;

II. If the Water District has not fully and finally approved the Master Plan on or before September 1, 2009, Owner may terminate this Agreement by giving written notice of termination to the City at any time thereafter;

III. No costs shall be payable out of the Escrow Funds under the Escrow Agreement unless and until the Master Plan has been fully and finally approved by the Water District prior to any termination of this Agreement, and the Escrow Agreement is executed by all parties thereto and the Escrow Funds are deposited thereunder; and

IV. The City agrees to diligently pursue the approval of the Master Plan until the final action thereon is taken by the Water District. Upon the full and final approval of the Master Plan by the Water District, the City and Owner agree to promptly execute the Escrow Agreement (together with the other parties thereto), and to promptly commence work on the Sewer Facilities according to this Agreement.

1.4 **Development Regulations.** Provided the Owner's Property is annexed and zoning is approved as contemplated by this Agreement, all regulations pertaining to the development of the Owner's Property set forth in this Agreement and all exhibits hereto, together with the following regulations as modified by this Agreement, shall constitute the exclusive development standards and conditions applicable to the Owner's Property (the "Development Standards") and shall occur in accordance with the following regulations:

(A) Lucas Subdivision Regulations adopted by the Lucas City Council on July 7, 2006, by Ordinance No. 2006-07-00567;

(B) All uniform building, fire, plumbing, electrical, mechanical, energy, and property maintenance codes adopted by the City from time to time, including generally applicable local amendments thereto, and;

(C) Development of the Property and Owner's South Tract shall be governed by and occur in accordance with the development regulations set forth in the City's Commercial District "C" zoning classification. Owner's West Tract shall be governed and controlled by the development regulations set forth in the City's "R-1.0 Single Family Residential District" zoning classification, as such classifications and regulations exist on the Effective Date, provided flood plain shall not be used in calculating the 1.0 acre minimum requirement for R-1.0 Single Family Residential District.

1.5 **Impact Fees.** Provided the Owner's Property is annexed and zoning is approved as contemplated by this Agreement, development of the Owner's Property shall be subject to payment to the City of all generally-applicable impact fees (the "Impact Fees") adopted by ordinance approved by the City Council pursuant to the requirements of Chapter 395 Texas Local Government Code. The Owner (or actual developer of individual parcels) shall pay to the City the Impact Fees for each parcel within

Owner's South Tract and/or Owner's West Tract within thirty (30) days of final plat approval. In the event sanitary sewer impact fees are required in connection with development of Owner's South Tract or Owner's West Tract, impact fee credit shall be given to the Owner (or, if and as any such credits are assigned by Owner, to the actual developer of individual parcels) in an aggregate amount equal to the documented design and construction cost of the Sewer Facilities.

ARTICLE II ZONING OF THE DEVELOPMENT PROPERTY

2.1 The City agrees to consider zoning of Owner's South Tract as Commercial, and R-1 Residential for Owner's West Tract, according to a schedule which parallels the annexation process, with a goal of completing the annexation and zoning process on the same date. If the City does not approve the Proposed Zoning, Owner and City shall be relieved of all the obligations in this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to require the City to approve zoning of any portion of the Owner's Property.

ARTICLE III NOTICE

3.1 All notices required hereunder shall be in writing and served by a professional delivery service; overnight courier service; certified mail, return receipt requested, postage prepaid; facsimile; or email at the addresses or other applicable contact information set forth below, provided that any party hereto shall have the right to change such address by written notice to the other parties and any notices of default, resignation, or termination shall be delivered by at least one of professional delivery service; overnight courier service; or certified mail, return receipt requested, postage prepaid.

If Notice to Owner:

HHEC SpinCo, LLC
4900 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
ATTN: Donald D. Dillard
Phone: (214) 616-7765
Fax: (214) 922-1060
email: don@galatynpark.com

With a Copy to:

William D. Miller
Miller & Haney, L.L.P.
512 Main Street
Suite 901
Fort Worth, Texas 76102
Phone: (817) 332-3057
Fax: (817) 332-3041
email: bmiller@millerhaney.com

If Notice to Lucas:

City Manager
City of Lucas
151 Country Club Road
Lucas, Texas 75002
ATTN: Robert Patrick
Phone: (972) 727-8999
Fax: (972) 727-0091
email: rpatrick@lucastexas.us

With a Copy to:

Joe Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith
500 N. Akard
Suite 1800
Dallas, Texas 75201
Phone: (214) 965-9900
Fax: (214) 965-0010
email: Jgorfida@njdhs.com

ARTICLE IV TERMINATION

4.1 This Agreement may be terminated as follows: (a) by the mutual written agreement of the Parties; (b) by either party providing written notice of such termination to the other Party if the other Party breaches any of the material terms and conditions of this Agreement, and such breach is not cured by such party within sixty (60) days after receipt of written notice thereof (or, if cure cannot be completed within said time period, if cure of such breach is not commenced within such time period and/or not thereafter diligently and continuously pursued to completion within 120 days after receipt of written notice thereof); (c) by City providing written notice to Owner if Owner suffers an event of bankruptcy or insolvency; (d) by either party providing written notice to the other party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable; or (e) according to the provisions of Section 1.3 of this Agreement. Owner and the City agree to execute a recordable form of release and termination instrument promptly upon any termination of this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Assignment of Agreement. This Agreement may be assigned by Owner without the prior written consent of the City. This Agreement may not be assigned, in whole or in part, by the City.

5.2 Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas and is specifically performable in Collin County, Texas. Exclusive venue shall be in state district court in Collin County, Texas.

5.3 Savings / Severability. In case any one or more provisions contained in this Agreement shall be for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and it is the intention of the parties to this

Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

5.4 Authority. Each of the parties represents and warrants to the other that they have the full power and authority to enter into and fulfill the obligations of this Agreement.

5.5 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties to this Agreement.

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

5.7 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

5.8 Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed, and that such party has had an opportunity to confer with it legal counsel.

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

5.10 Time is of the Essence. Time is of the essence in this Agreement.

5.11 Recordation, Releases, and Estoppel. Pursuant to the requirements of Section 212.72(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the deed records of Collin County, Texas. This Agreement shall be binding upon: (1) the Property and, except as provided in this subsection, future owners of all or any portion of the Property ("Successors"); (2) the parties; (3) assignees; and (4) lenders. Notwithstanding the foregoing, however, this Agreement is not binding upon, and shall not constitute any encumbrance to title as to any end-buyer of a fully developed and improved lot within the Property except for land use and development regulations that apply to specific lots. For purposes of this Agreement: (A) the term "end-buyer" means any owner, developer, tenant, user, or occupant; (B) the term "fully developed and improved lot" means any lot, regardless of the use, for which a final plat has been approved by the City; and (C) the term "land use and development regulation that apply to specific lots" mean the Development Standards applied in accordance with this Agreement. A successor is not a party to this Agreement unless this Agreement is amended to add the successor as a party (which amendment shall be signed by the successor).

5.12 Termination. In the event this Agreement is terminated as provided in this Agreement or is terminated pursuant to other provisions, or is terminated by mutual agreement of the parties, the parties must promptly execute and file of record, in the Official Public Records of Real Property of Collin County, Texas, a document confirming the termination of this Agreement, and such other documents as may be appropriate to reflect the basis upon which such termination occurred.

5.13 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and authorized assigns. This Agreement only inures to the benefit of, and may only be enforced by, the parties, assignees, lender, successors, and the City. No other person or entity is a third-party beneficiary of this Agreement.

5.14 Authority. The City represents and warrants that this Agreement has been approved by the City Council of the City in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been authorized to do so. Owner represents and warrants that this Agreement has been approved on behalf of Owner and that the individual executing this Agreement on behalf of Owner has been authorized to do so. Each assignee, lender, or successor who becomes a party to this Agreement represents and warrants that this Agreement has been approved by appropriate action of such assignee, lender, or successor and that the individual executing this Agreement on behalf of such assignee, lender, or successor has been authorized to do so.

5.15 Governmental Powers; Waiver of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as to the enforcement of this Agreement.

5.16 Expenses. Unless otherwise specifically provided herein, all expenses shall be paid by the party that incurred them without expectation or reimbursement or cost sharing.

5.17 No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties, nor to cause City to be deemed to be a constituent partner of the Owner.

5.18 Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.19 Multiple Counterparts and Duplicate Originals. This Agreement may be executed in any number of multiple counterparts and/or duplicate originals, each of which shall be deemed an original and all of which considered together shall be deemed one and the same Agreement.

5.20 Effective Date. The Effective Date of this Agreement shall be the date on which this Agreement is approved by the City Council of the City, which date shall be inserted in the space provided for it at the top of the first page of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for all purposes as of the Effective Date.

CITY OF LUCAS

By: Bill Carmickle
Bill Carmickle, Mayor

APPROVED AS TO FORM:

By: Joe Gorfida, Jr.
Joe Gorfida, Jr., City Attorney

THE STATE OF TEXAS §

§

COUNTY OF Collin §

The foregoing instrument was acknowledged before me this 24 day of June, 2009, by Bill Carmickle, Mayor of The City of Lucas, a municipal corporation existing under the laws if the State of Texas, in such capacity on behalf of such municipal corporation.



Jennifer Faircloth
Notary Public, State of Texas

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective for all purposes as of the Effective Date

HHEC SPINCO, LLC,
A Delaware limited liability company

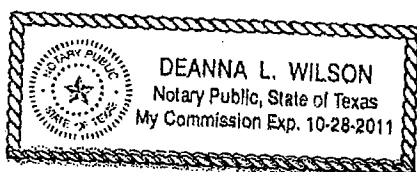
By: Ellen Hunt Flowers, Manager
Ellen Hunt Flowers
Manager and Chairman of the Board & Chairman

THE STATE OF TEXAS §

§

COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 24th day of June, 2009, by Ellen Hunt Flowers, Manager and Chairman of the Board of HHEC SpinCo, LLC, a Delaware limited liability company, in such capacity on behalf of such limited liability company.



Deanna L. Wilson
Notary Public, State of Texas

EXHIBIT A

DESCRIPTION OF OWNER'S PROPERTY

DESCRIPTION OF PROPERTY SURVEYED

427.347 ACRES

**JAMES ANDERSON SURVEY, No. 17
JOHN MCKINNEY SURVEY, ABSTRACT No. 596
I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060
COLLIN COUNTY, TEXAS**

BEING a tract of land situated in the James Anderson Survey, Abstract Number 17, the John McKinney Survey, Abstract Number 596, and the I.&G.N. RY. CO. Survey, Abstract Number 1060, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the beforementioned 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

THENCE leaving the northerly right-of-way line of Parker Road with the westerly line of the 427.600 acre tract, the following courses and distances to wit:

- North 01°03'35" West, a distance of 1295.53 feet to a 1/2-inch iron rod found for the southeasterly corner of a called 15.00 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;
- North 00°46'37" West, continuing with the westerly line of the 427.600 acre tract and partially with the easterly line of the 15.00 acre tract, a distance of 1615.78 feet to a 5/8-inch iron rod with "KHA" cap set for the easterly common corner of the 427.600 acre tract and a called 29.185 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;
- South 89°15'01" West, with the common line of the 427.600 acre tract and the 29.185 acre tract, a distance of 482.00 feet to a 1/2-inch iron rod found for the southerly common corner of the 427.600 acre tract and a called 15.961 acre tract of land described in deed to Norris Ranch, Ltd., recorded in Volume 5878, Page 2019 of the Land Records of Collin County, Texas;

--North 01°07'25" West, leaving the northerly line of the 29.185 acre tract, passing at a distance of 594.95 feet a 5/8-inch iron rod found for the easterly common corner of the 15.961 acre tract and a called 10.00 acre tract of land described in deed to Cortesano Brothers, LP (a.k.a. Outback Custom Homes), recorded under Instrument Number 20060823001212270 of the Official Public Records of Collin County, Texas, passing at a distance of 2000.06 feet a 1/2-inch iron rod found for the easterly common corner of a called 18.463 acre tract of land described in deed to Stinson 1415, LLC, recorded under Instrument Number 20050008569 of the Official Public Records of Collin County, Texas, and a called 10.185 acre tract of land described in deed to Richard G. Phillips et ux, recorded in County Clerk's File Number 96-0077102 of the Deed Records of Collin County, Texas, passing at a distance of 2370.06 feet a PK Nail found for the easterly common corner of the 10.185 acre tract and a called 9.973 acre tract of land described in deed to Roger A. Stevens et ux, recorded in Volume 5476, Page 4793 of the Deed Records of Collin County, Texas, continuing in all a distance of 2730.35 feet to a 1/2-inch iron rod found in the southerly line of a called 12.0 acre tract of land described as Tract 1 in deed to Venita Ellis, recorded in County Clerk's File Number 96-0025352 of the Deed Records of Collin County, Texas, for the northerly common corner of the 9.973 acre tract and the 427.600 acre tract;

THENCE with the northerly line of the 427.600 acre tract, the following courses and distances to wit:

--South 89°17'35" East, passing at a distance of 156.96 feet a 1/2-inch iron rod found for the southerly common corner of the 12.0 acre tract and Lot 11 of BROOKHAVEN RANCH ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 6, Page 71 of the Deed Records of Collin County, Texas, continuing in all a distance of 1065.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 84°12'23" East, a distance of 435.32 feet to a 5/8-inch iron rod found in the westerly line of a called 14.5 acre tract of land described as Tract I in deed to Guardian Mortgage Company, Inc., recorded in County Clerk's File Number 93-0046259 of the Deed Records of Collin County, Texas, for the easterly common corner of the 427.600 acre tract and Lot 15 of BROOKHAVEN RANCH ESTATES;

THENCE South 00°38'53" East, with the common line of the 14.5 acre tract and the 427.600 acre tract, a distance of 352.45 feet to a 5/8-inch iron rod with "KHA" cap set for the westerly common corner of the 14.5 acre tract and the beforementioned 93.442 acre tract;

THENCE North 88°48'31" East, along the common line of said 427.600 acre tract of land and said 14.5 acre tract of land, passing a 1/2-inch iron rod found at the common southerly corner of said 24.45 acre tract of land and said 14.5 acre tract of land, at a distance of 923.03 feet and continuing for a total distance of 1,803.45;

THENCE along the southwesterly right-of-way line of said Southview Drive and the easterly line of the subject tract the following courses and distances to wit:

- South 17°38'22" East, a distance of 307.29 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 12°25'00", a radius of 909.72 feet and a chord bearing and distance of South 11°25'52" East, 196.76 feet;
- Southeasterly, along said curve to the right, an arc length of 197.15 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 05°13'22" East, a distance of 1,474.10 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 3°32'00", a radius of 2820.33 feet and a chord bearing and distance of South 03°27'22" East, 173.90 feet;
- Southeasterly, along said curve to the right, an arc length of 173.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 01°41'22" East, a distance of 1108.80 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 28°33'00", a radius of 617.96 feet and a chord bearing and distance of South 15°57'53" East, 304.75 feet
- Southeasterly, along said curve to the left, an arc length of 307.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 30°14'22" East, a distance of 290.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE leaving the southwesterly right-of-way line of said Southview Drive, along the common line of the subject tract and a 2.00 acre tract of land described in a deed to Merle D. Harter, et ux, as recorded in Volume 4645, Page 491 of the Deed Records of Collin County, Texas the following courses and distances to wit:

- South 87°16'23" West, a distance of 168.90 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 01°37'05" East, a distance of 603.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 89°01'09" East, a distance of 410.29 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of said Southview Drive for corner;

THENCE along the southwesterly right-of-way line of said Southview Drive and the easterly line of subject tract the following courses and distances to wit:

- South 01°59'22" East, a distance of 618.69 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 00°36'16" East, a distance of 443.18 feet to a 5/8-inch iron rod with "KHA" cap set for the northern corner of a corner clip at the intersection of said Southview Drive and Parker Road;

THENCE South 44°41'48" West, along said corner clip, a distance of 66.46 feet to a 5/8-inch iron rod with "KHA" cap set for the south corner of said corner clip;

THENCE leaving said corner clip, along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

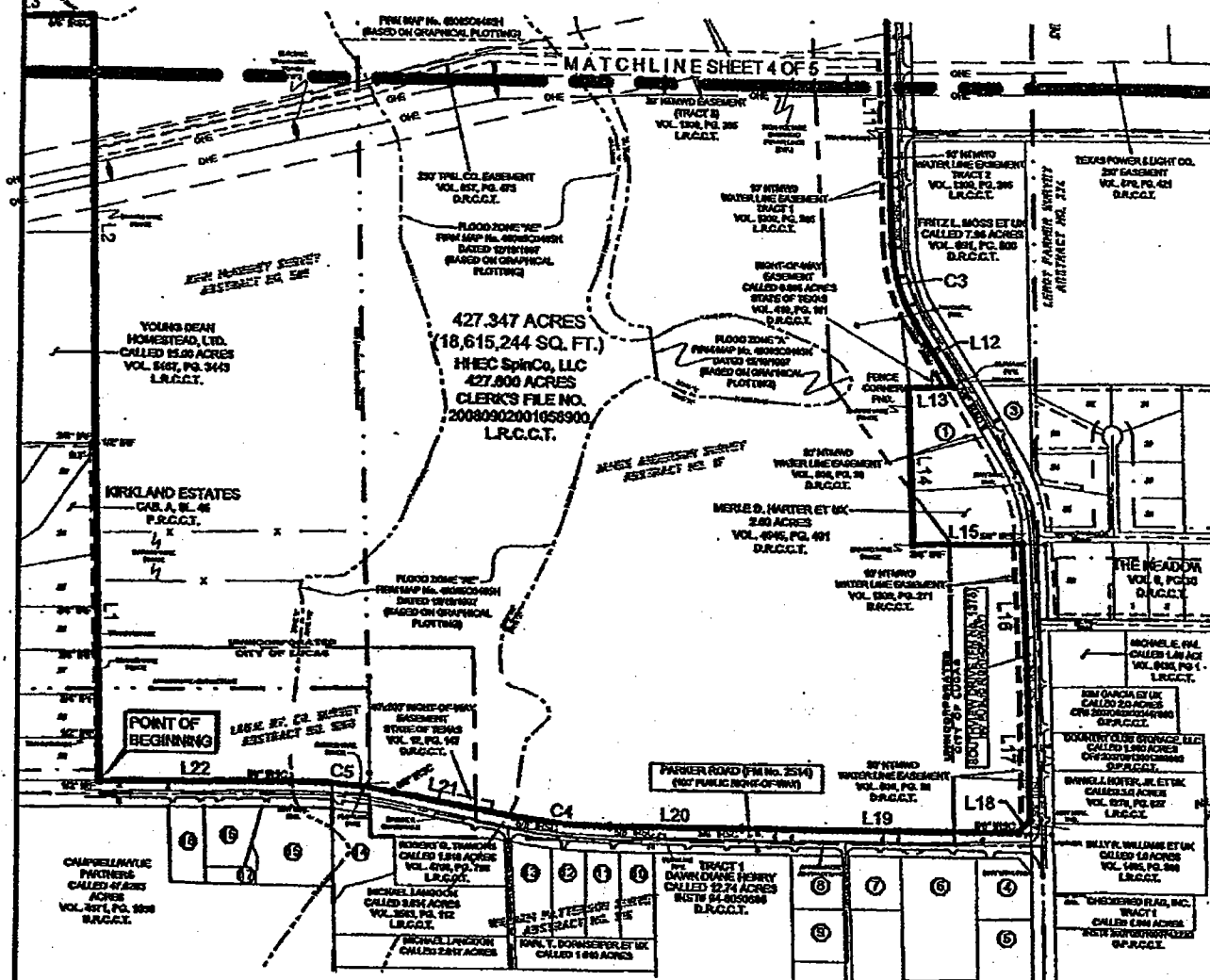
- North 89°53'12" West, a distance of 1047.65 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 89°38'48" West, a distance of 512.30 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°09'00", a radius of 1860.03 feet and a chord bearing and distance of North 84°46'42" West, 361.40 feet;
- Northwesterly, along said curve to the right, an arc length of 361.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- North 79°12'12" West, a distance of 462.90 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of North 85°03'12" West, 399.51 feet;
- Northwesterly, along said curve to the left, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;
- South 89°05'48" West, a distance of 729.50 feet to the **POINT OF BEGINNING** and containing 427.347 acres (18,615,244 square feet) of land, more or less.

MAP DEPICTING OWNER'S PROPERTY

EXHIBIT "B"

427.347 ACRES

JAMES ANDERSON SURVEY, No. 17
JOHN MCKINNEY SURVEY, ABSTRACT No. 596
I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060
COLLIN COUNTY, TEXAS

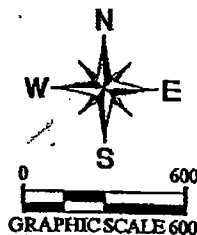


NOTES:

1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

LEGEND:

IRSC = "KHA" CAPPED IRON ROD SET
ESMT. = EASEMENT
D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS



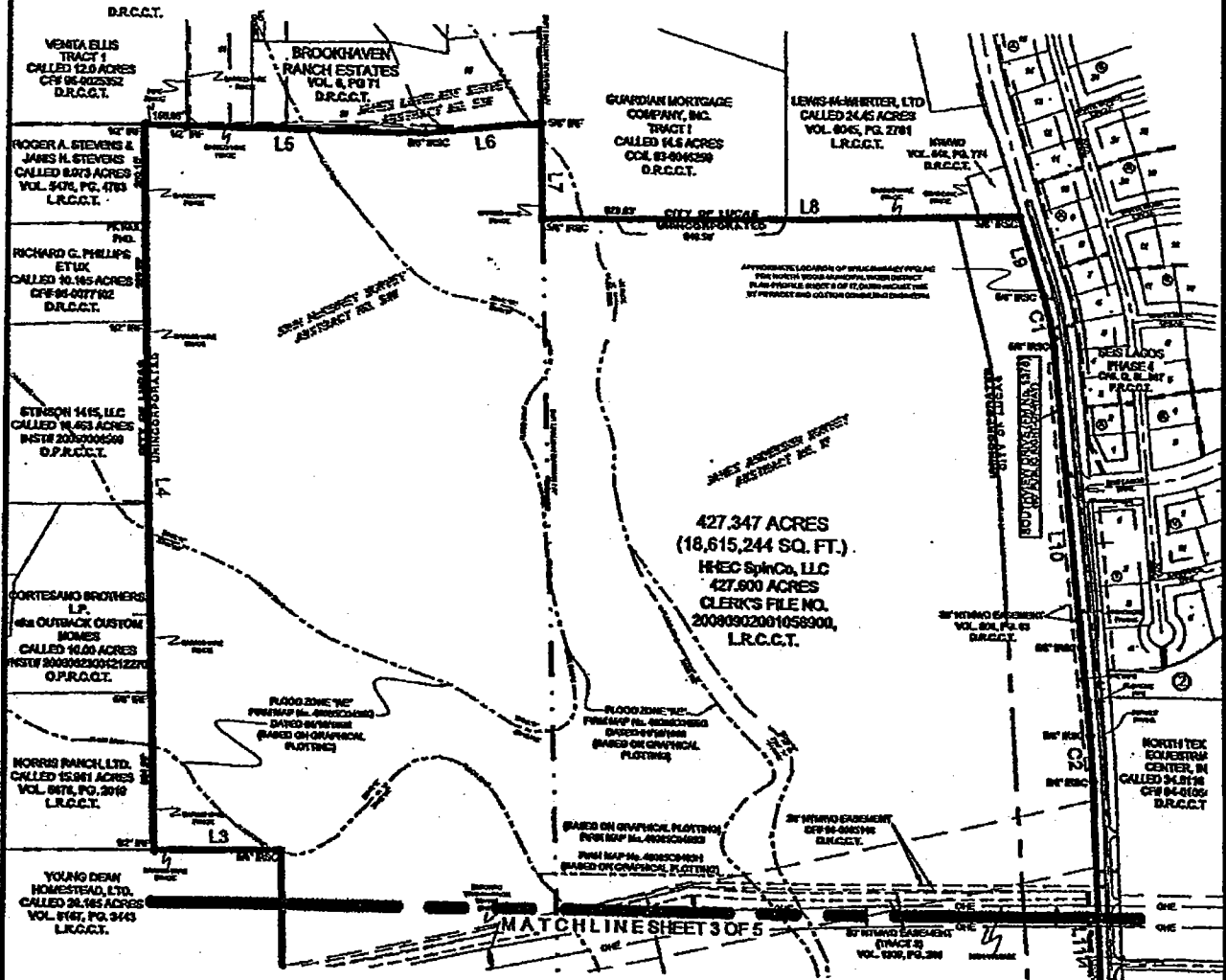
		Kimley-Horn and Associates, Inc. 12700 Park Central Drive, Suite 1800 Dallas, Texas 75251 Tel. No. (972) 778-1300 Fax No. (972) 238-3620	
Scale 1" = 600'	Drawn by KVG	Checked by TWM	Date 03/26/2009
Project No. 063012038		Sheet No. 3 OF 5	

MAP DEPICTING OWNER'S PROPERTY

EXHIBIT "B"

427.347 ACRES

JAMES ANDERSON SURVEY, No. 17
JOHN McKINNEY SURVEY, ABSTRACT No. 596
I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060
COLLIN COUNTY, TEXAS

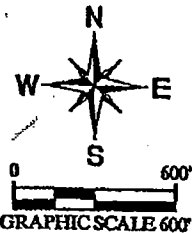


NOTES:

1. Backs of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

LEGEND:

IRSC = "KHA" CAPPED IRON ROD SET
ESMT. = EASEMENT
D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS



		Kimley-Horn and Associates, Inc. 12200 Park Central Drive, Suite 1800 Dallas, Texas 75251 Tel. No. (972) 780-1300 Fax No. (972) 239-3828	
Scale	Drawn by	Checked by	Date
1" = 600'	RVG	TWM	05/26/2009
Project No.		Sheet No.	
063012038		4 OF 5	

EXHIBIT C

DESCRIPTION OF PROPERTY

**DESCRIPTION OF PROPERTY SURVEYED
60.000 ACRES**

**JAMES ANDERSON SURVEY, ABSTRACT NO. 17
COLLIN COUNTY, TEXAS**

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with "KHA" cap set at the common easterly corner of said 427.600 acre tract of land and a called 24.45 acre tract of land described in a deed to Lewis-McWhirter, LTD, as recorded in Volume 6045, Page 2781, of the Land Records of Collin County, Texas, same being on the southwesterly right of way line of Southview Drive (FM No. 1378), a called 90-foot public right of way;

THENCE South $17^{\circ}38'22''$ East, along the southwesterly right of way line of said Southview Drive (FM No. 1378), a distance of 307.29 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of $12^{\circ}25'00''$, a radius of 909.72 feet and a chord bearing and distance of South $11^{\circ}25'52''$ East, 196.76 feet;

THENCE along said curve to the right, an arc length of 197.15 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South $05^{\circ}13'22''$ East, continuing along the southwesterly right of way line of Southview Drive (FM No. 1378), a distance of 1,142.09 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE South $88^{\circ}48'31''$ West, departing the southwesterly right of way line of Southview Drive (FM No. 1378), a distance of 1,426.02 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North $27^{\circ}45'23''$ West, a distance of 222.24 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

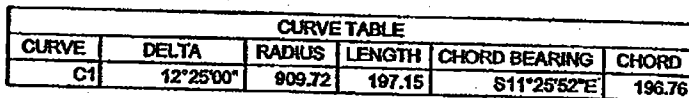
THENCE North $55^{\circ}39'13''$ West, a distance of 89.85 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North $15^{\circ}26'35''$ West, a distance of 543.34 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE North 01°11'29" West, a distance of 850.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner on the common line of said 427.600 acre tract of land and a called 14.5 acre tract of land described in a deed to Guardian Mortgage Company, Inc, as recorded in County Clerk's File Number 93-0046259, of the Land Records of Collin County, Texas;

THENCE North 88°48'31" East, along the common line of said 427.600 acre tract of land and said 14.5 acre tract of land, passing a 1/2-inch iron rod found at the common southerly corner of said 24.45 acre tract of land and said 14.5 acre tract of land, at a distance of 649.59 feet and continuing for a total distance of 1,530.00 feet to the POINT OF BEGINNING and containing 60.000 acres or 2,613,600 sq. ft. of land, more or less.

EXHIBIT "D"
60.000 ACRES
JAMES ANDERSON SURVEY, ABSTRACT NO. 17
COLLIN COUNTY, TEXAS

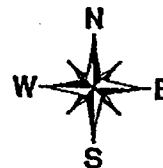


NOTES:

1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
2. The location of the Abstract lines shown on this survey are based on graphical plotting only and may not represent its actual location.
3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.

LEGEND:

IRSC = "KHA" CAPPED IRON ROD SET
ESMT. = EASEMENT
D.R.T.C.T. = DEED RECORDS OF DENTON
COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS OF TARRANT
COUNTY, TEXAS



0 500
GRAPHIC SCALE 500'



**Kimley-Horn
and Associates, Inc.**

12700 Park Central Drive, Suite 1800
Dallas, Texas 75251

Tel. No. (972) 770-1300
Fax No. (972) 238-8520

<u>Scale</u> 1" = 500'	<u>Drawn by</u> RVG	<u>Checked by</u> TWM	<u>Date</u> 05/26/2009	<u>Project No.</u> 060301203	<u>Sheet No.</u> 2 OF 2
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PAGE 02
STARTED BY JEFF TOWNSEND, TOM LARSEN 751 AM
CNO COMMENTS AND SETTING ON MAJALOGICAL SETTING INTEREST
FLICKER CONTENT OUTLOOK IN THE WEST WASH DC TWO
LAST SAVED 10/22/98 10:16 PM

EXHIBIT E

DESCRIPTION OF OWNER'S SOUTH TRACT

DESCRIPTION OF PROPERTY SURVEYED

128.633 ACRES

JAMES ANDERSON SURVEY, No. 17

JOHN McKINNEY SURVEY, ABSTRACT No. 596

COLLIN COUNTY, TEXAS

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod found in the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the said 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

THENCE along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

North 89°05'48" East, a distance of 729.50 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of South 85°03'12" East, 399.51 feet;

Southeasterly, along said curve to the right, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 79°12'12" East, a distance of 356.46 feet to a 5/8-inch iron rod with "KHA" cap set for corner, same being the POINT OF BEGINNING;

THENCE leaving the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract, through said 427.600 acre tract the following courses and distances to wit:

North 10°48'07" East, a distance of 970.07 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 15°18'07" East, a distance of 867.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 00°21'11" West, a distance of 947.53 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 14°50'56" West, a distance of 814.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 27°45'23" West, a distance of 297.96 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 88°48'31" East, a distance of 1426.02 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of Southview Drive for the northeastern corner of subject tract;

THENCE along the southwesterly right-of-way line of said Southview Drive (FM No. 1378, a 90-foot wide public right-of-way) and the easterly line of subject tract the following courses and distances to wit:

South 05°13'22" East, a distance of 332.01 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 3°32'00", a radius of 2820.33 feet and a chord bearing and distance of South 03°27'22" East, 173.90 feet;

Southeasterly, along said curve to the right, an arc length of 173.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 01°41'22" East, a distance of 1108.80 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 28°33'00", a radius of 617.96 feet and a chord bearing and distance of South 15°57'53" East, 304.75 feet

Southeasterly, along said curve to the left, an arc length of 307.92 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 30°14'22" East, a distance of 290.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

THENCE leaving the southwesterly right-of-way line of said Southview Drive, along the common line of the subject tract and a 2.00 acre tract of land described in a deed to Merle D. Harter, et ux, as recorded in Volume 4645, Page 491 of the Deed Records of Collin County, Texas the following courses and distances to wit:

South 87°16'23" West, a distance of 168.90 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 01°37'05" East, a distance of 603.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 89°01'09" East, a distance of 410.29 feet to a 5/8-inch iron rod with "KHA" cap set in the southwesterly right-of-way line of said Southview Drive for corner;

THENCE along the southwesterly right-of-way line of said Southview Drive and the easterly line of subject tract the following courses and distances to wit:

South 01°59'22" East, a distance of 618.69 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 00°36'16" East, a distance of 443.18 feet to a 5/8-inch iron rod with "KHA" cap set for the northern corner of a corner clip at the intersection of said Southview Drive and Parker Road;

THENCE South 44°41'48" West, along said corner clip, a distance of 66.46 feet to a 5/8-inch iron rod with "KHA" cap set for the south corner of said corner clip;

THENCE leaving said corner clip, along the northerly right-of-way line of said Parker Road and the southerly line of said 427.600 acre tract the following courses and distances to wit:

North 89°53'12" West, a distance of 1047.65 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 89°38'48" West, a distance of 512.30 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the right, through a central angle of 11°09'00", a radius of 1860.03 feet and a chord bearing and distance of North 84°46'42" West, 361.40 feet;

Northwesterly, along said curve to the right, an arc length of 361.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

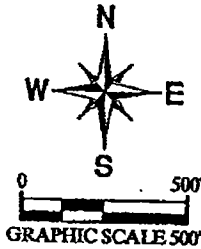
North 79°12'12" West, a distance of 106.44 feet to the POINT OF BEGINNING and containing 128.633 acres or 5,603,244 square feet of land, more or less.

DEPICTION OF OWNER'S SOUTH TRACT

EXHIBIT "F"

128.633 ACRES

JAMES ANDERSON SURVEY, No. 17
JOHN MCKINNEY SURVEY, ABSTRACT No. 596
COLLIN COUNTY, TEXAS



LEGEND:

IRSC = "1/4" CAPPED IRON ROD SET
ESMT. = EASEMENT
D.R.T.C.T. = DEED RECORDS OF
DENTON COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS OF
TARRANT COUNTY, TEXAS

REMAINDER OF
HHEC SpnCo, LLC
427.600 ACRES
CLERK'S FILE NO.
20080902001058900,
L.R.C.C.T.

JAMES ANDERSON SURVEY
ABSTRACT NO. 596

POINT OF
COMMENCING

POINT OF
BEGINNING

NOTES:

1. Basis of bearing is the north right-of-way line of Parker Road (FM No. 2514), having as one north right-of-way line a bearing of "North 89°56'33" West".
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3. The location of the City Limits lines shown on this survey are based on graphical plotting only and may not represent its actual location.



**Kimley-Horn
and Associates, Inc.**

12700 Park Central Drive, Suite 1800
Dallas, Texas 75221

Tel. No. (972) 770-1300
Fax No. (972) 229-3020

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	RVG	TWM	03/26/2009	063012028	3 OF 4

DRAWN BY: JEFFREY HARRIS, TOL. 0.00000000 AN
 CHECKED BY: JEFFREY HARRIS, TOL. 0.00000000 AN
 PLANNING AND DESIGN: JEFFREY HARRIS, TOL. 0.00000000 AN
 LAST REVISED: 03/26/2009

EXHIBIT G

DESCRIPTION OF OWNER'S WEST TRACT

DESCRIPTION OF PROPERTY SURVEYED

238.714 ACRES

JAMES ANDERSON SURVEY, No. 17

JOHN McKINNEY SURVEY, ABSTRACT No. 596

I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060

COLLIN COUNTY, TEXAS

BEING a tract of land situated in the James Anderson Survey, Abstract No. 17, the John McKinney Survey, Abstract Number 596, and the I.&G.N. RY. CO. Survey, Abstract Number 1060, Collin County, Texas, and being part of a called 427.600 acre tract of land described in a deed to HHEC SpinCo, LLC, as recorded in Clerk's File Number 20080902001058900, of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found on the northerly right-of-way line of Parker Road (FM No. 2514, a 100-foot wide public right-of-way) for the southerly common corner of the beforementioned 427.600 acre tract and Lot 29 of KIRKLAND ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet A, Slide 46 of the Plat Records of Collin County, Texas;

THENCE leaving the northerly right-of-way line of Parker Road with the westerly line of the 427.600 acre tract, the following courses and distances to wit:

North 01°03'35" West, a distance of 1295.53 feet to a 1/2-inch iron rod found for the southeasterly corner of a called 15.00 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;

North 00°46'37" West, continuing with the westerly line of the 427.600 acre tract and partially with the easterly line of the 15.00 acre tract, a distance of 1615.78 feet to a 5/8-inch iron rod with "KHA" cap set for the easterly common corner of the 427.600 acre tract and a called 29.185 acre tract of land described in deed to Young Dean Homestead, Inc., recorded in Volume 5167, Page 3443 of the Land Records of Collin County, Texas;

South 89°15'01" West, with the common line of the 427.600 acre tract and the 29.185 acre tract, a distance of 482.00 feet to a 1/2-inch iron rod found for the southerly common corner of the 427.600 acre tract and a called 15.961 acre tract of land described in deed to Norris Ranch, Ltd., recorded in Volume 5878, Page 2019 of the Land Records of Collin County, Texas;

North 01°07'25" West, leaving the northerly line of the 29.185 acre tract, passing at a distance of 594.95 feet a 5/8-inch iron rod found for the easterly common corner of the 15.961 acre tract and a called 10.00 acre tract of land described in deed to Cortesano Brothers, LP (a.k.a. Outback Custom Homes), recorded under Instrument Number 20060823001212270 of the Official Public Records of Collin County, Texas, passing at a distance of 2000.06 feet a 1/2-inch iron rod found for the easterly common corner of a called 18.463 acre tract of land described in deed to Stinson 1415, LLC, recorded under Instrument Number 20050008569 of the Official Public Records of Collin County, Texas, and a called 10.185 acre tract of land described in deed to Richard G. Phillips et ux, recorded in County Clerk's File Number 96-0077102 of the Deed Records of Collin County, Texas, passing at a distance of 2370.06 feet a PK Nail found for the easterly common corner of the 10.185 acre tract and a called 9.973 acre tract of land described in deed to Roger A. Stevens et ux, recorded in Volume 5476, Page 4793 of the Deed Records of Collin County, Texas, continuing in all a distance of 2730.35 feet to a 1/2-inch iron rod found in the southerly line of a called 12.0 acre tract of land described as Tract 1 in deed to Venita Ellis, recorded in County Clerk's File Number 96-0025352 of the Deed Records of Collin County, Texas, for the northerly common corner of the 9.973 acre tract and the 427.600 acre tract;

THENCE with the northerly line of the 427.600 acre tract, the following courses and distances to wit:

South 89°17'35" East, passing at a distance of 156.96 feet a 1/2-inch iron rod found for the southerly common corner of the 12.0 acre tract and Lot 11 of BROOKHAVEN RANCH ESTATES, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 6, Page 71 of the Deed Records of Collin County, Texas, continuing in all a distance of 1065.97 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

North 84°12'23" East, a distance of 435.32 feet to a 5/8-inch iron rod found in the westerly line of a called 14.5 acre tract of land described as Tract I in deed to Guardian Mortgage Company, Inc., recorded in County Clerk's File Number 93-0046259 of the Deed Records of Collin County, Texas, for the easterly common corner of the 427.600 acre tract and Lot 15 of BROOKHAVEN RANCH ESTATES;

THENCE South 00°38'53" East, with the common line of the 14.5 acre tract and the 427.600 acre tract, a distance of 352.45 feet to a 5/8-inch iron rod with "KHA" cap set for the westerly common corner of the 14.5 acre tract and the beforementioned 93.442 acre tract;

THENCE North 88°48'32" East, along the southerly line of the 14.5 acre tract, a distance of 273.45 feet to a 5/8-inch iron rod with "KHA" cap set;

THENCE through the 427.600 acre tract, the following courses and distances to wit:

South 01°11'29" East, a distance of 850.00 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 15°26'35" East, a distance of 543.34 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 55°39'13" East, a distance of 89.85 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 27°45'23" East, a distance of 520.19 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 14°50'56" East, a distance of 814.04 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 00°21'11" East, a distance of 947.53 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 15°18'07" West, a distance of 867.16 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 10°48'07" West, a distance of 970.07 feet to a 5/8-inch iron rod with "KHA" cap set for corner on the northerly right-of-way line of said Parker Road (FM No. 2514);

THENCE along the northerly right-of-way line of said Parker Road (FM No. 2514), the following courses and distances to wit:

North 79°12'12" West, a distance of 356.46 feet to a 5/8-inch iron rod with "KHA" cap set for corner at the beginning of a curve to the left, through a central angle of 11°41'57", a radius of 1960.00 feet and a chord bearing and distance of North 85°03'12" West, 399.51 feet;

Along said curve to the left, an arc length of 400.21 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

South 89°05'48" West, a distance of 729.50 feet to the POINT OF BEGINNING and containing 238.714 acres or 10,398,398 sq. ft. of land, more or less.

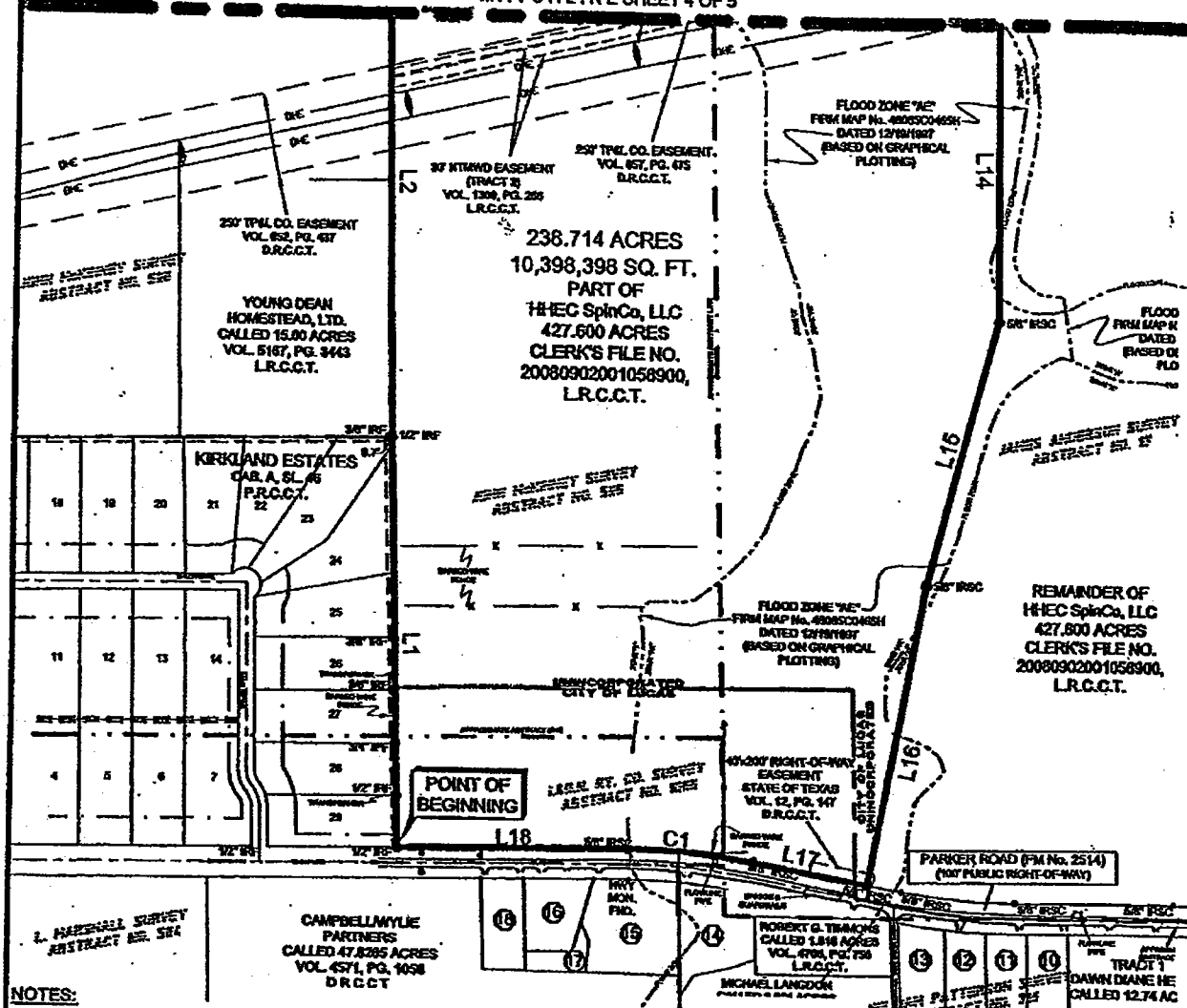
DEPICTION OF OWNER'S WEST TRACT

EXHIBIT "H"

238.714 ACRES

JAMES ANDERSON SURVEY, No. 17
JOHN MCKINNEY SURVEY, ABSTRACT No. 596
I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060
COLLIN COUNTY, TEXAS

MATCHLINE SHEET 4 OF 5

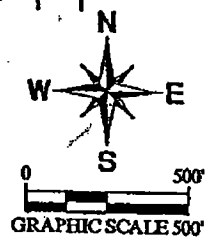


NOTES:

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LEGEND:

IRSC = "1/4" CAPPED IRON ROD SET
ESMT. = EASEMENT
D.R.T.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
P.R.T.C.T. = PLAT RECORDS OF TARRANT COUNTY, TEXAS



		Kimley-Horn and Associates, Inc. 12700 Park Central Drive, Suite 1800 Dallas, Texas 75221 Tel. No. (972) 770-1300 Fax No. (972) 239-3620	
Scale	Drawn by	Checked by	Date
1" = 500'	RVG	TWM	05/26/2009
Project No.	Sheet No.		
063012038	3 OF 5		

DEPICTION OF OWNER'S WEST TRACT

EXHIBIT "H"

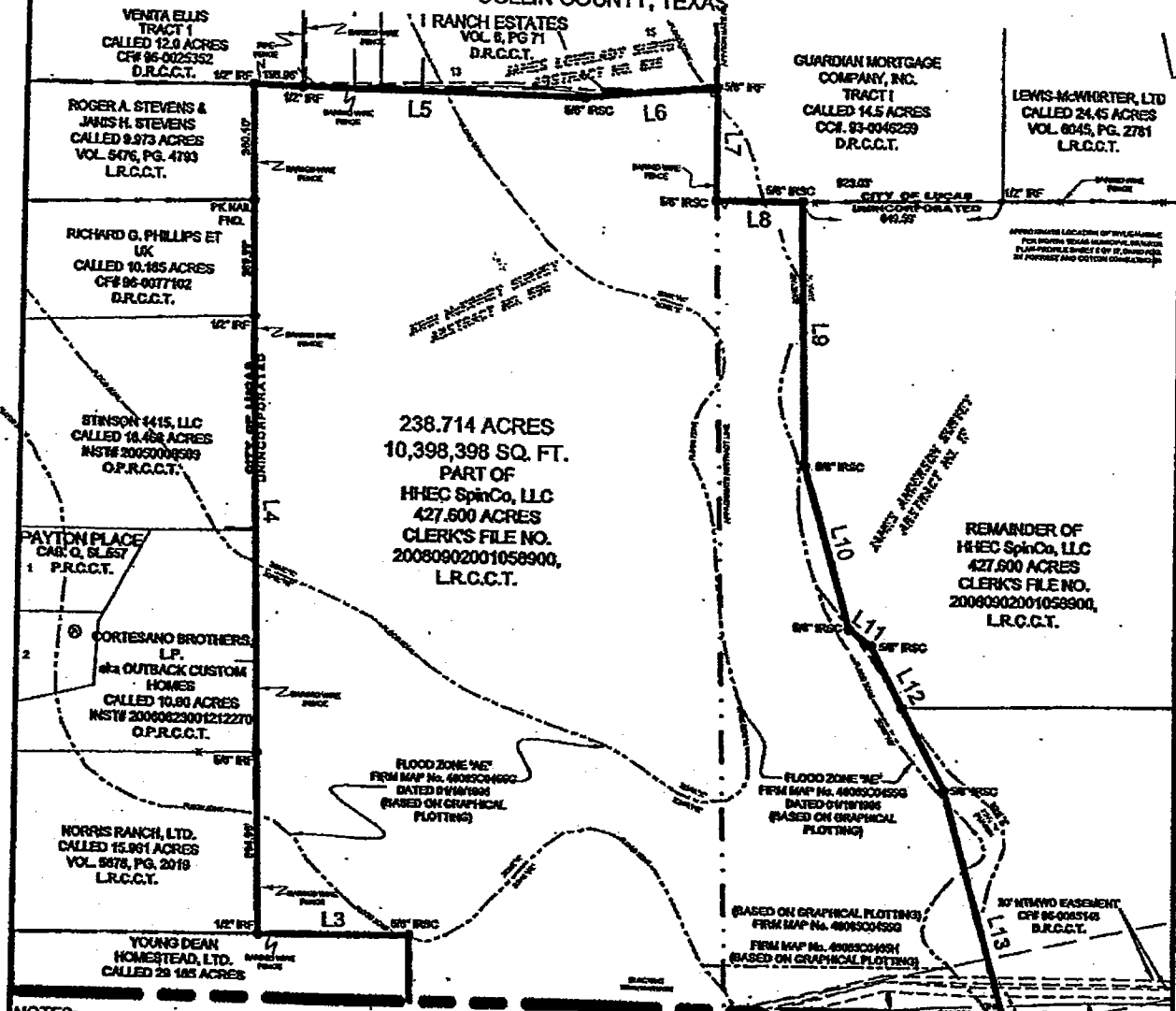
238.714 ACRES

JAMES ANDERSON SURVEY, No. 17

JOHN MCKINNEY SURVEY, ABSTRACT No. 596

I.&G.N. RY. CO. SURVEY, ABSTRACT No. 1060

COLLIN COUNTY, TEXAS



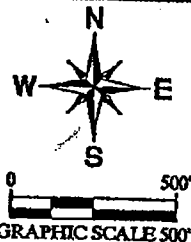
NOTES:

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MATCHLINE SHEET 3 OF 5



		Kimley-Horn and Associates, Inc. 12700 Park Central Drive, Suite 1800 Dallas, Texas 75251 Tel. No. (972) 770-1300 Fax No. (972) 238-3620	
Scale 1" = 50'	Drawn by RVG	Checked by TWM	Date 03/24/2009
Project No. 06301208		Sheet No. 4 OF 5	

CONCEPTUAL DEPICTION OF SEWER FACILITIES

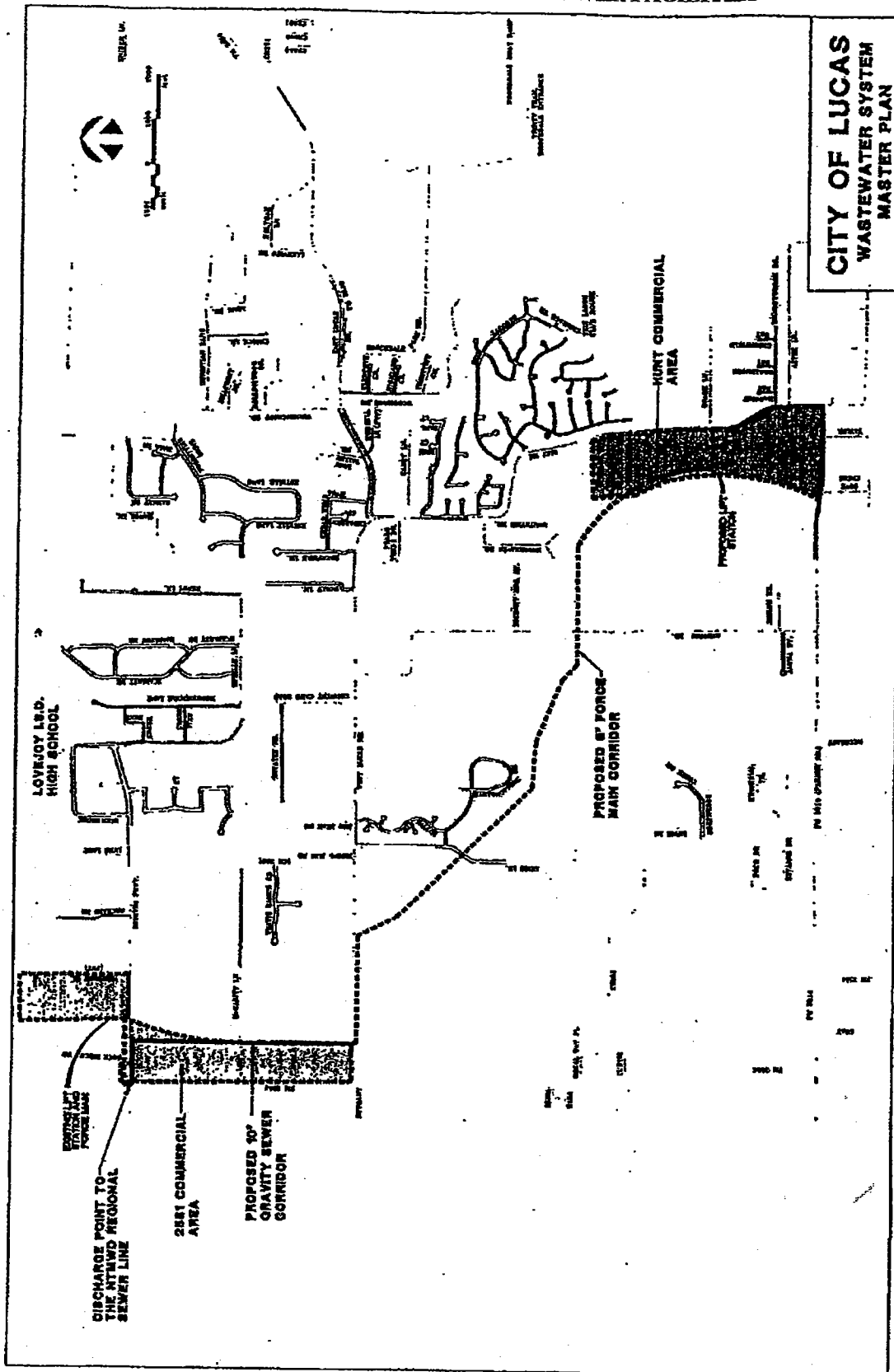


Exhibit I - SEWER FACILITIES LOCATION

ESTIMATED PROJECT COST—SEWER FACILITIES

As of June 24, 2009
(to be replaced by final approved budget
according to Section 1.3 of this Agreement)

<u>Item</u>	<u>Cost</u>
6" Force Main 27,350 LF @ \$20.00/LF	\$547,000
Lift Station	170,000
Sub-Total – Construction	\$717,000
Survey & Design (15% of construction)	107,550
Off-Site Easements (To Be Provided By Others)	0
Materials Testing (2% of construction)	14,340
Sub-Total – Project	\$838,890
Contingency (15%) (Owner and City expressly agree that up to \$30,000 of this Contingency amount shall be available for customary inspections by the City of the Sewer Facilities)	125,834
Total Project Cost	\$964,724



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
06/25/2009 03:18:44 PM
\$132.00 DLAIRD
20090625000794560

Stacey Kemp



City of Lucas

City Council Agenda Request

April 3, 2025

Item No. 05

Requester: Development Services Director Joe Hilbourn

Agenda Item Request

Consider approving a request by JW Partners on behalf of Griffin, Lewis, McCahill & Gillis for a preliminary plat for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349, otherwise known as the southeast corner of Lewis Lane and Shepherds Creek.

Background Information

The property is situated on the east side of Lewis Lane, south of Shepherds Creek, and is currently zoned as R-1.5 (Single-Family Residential, 1.5-acre lots) and AO (Agricultural).

The proposed subdivision consists of 10 lots, including 8 residential building lots and 2 designated as open space. The City's Engineering Department reviewed and approved the civil construction plans on January 31, 2025. Additionally, a tree survey was submitted, reviewed, and accepted on January 14, 2025.

A Conditional Letter of Map Revision (CLOMR) has been submitted to the Federal Emergency Management Agency (FEMA), and city staff have received copies of both the CLOMR and the associated flood study. The subdivision features a looped water main, a split entrance, and an oversized cul-de-sac designed to address concerns related to dead-end streets exceeding 600 feet and developments with more than 10 lots.

Attachments/Supporting Documentation

1. Preliminary Plat
2. Site Plan
3. Preliminary Plat Application and Checklist
4. Tree Survey

Budget/Financial Impact

N/A

Recommendation

The proposed preliminary plat for Wildflower Estates meets all the city's requirements for approval. The planning and zoning commission recommended approval 5-0.



City of Lucas

City Council Agenda Request

April 3, 2025

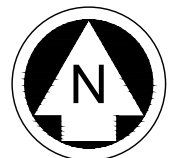
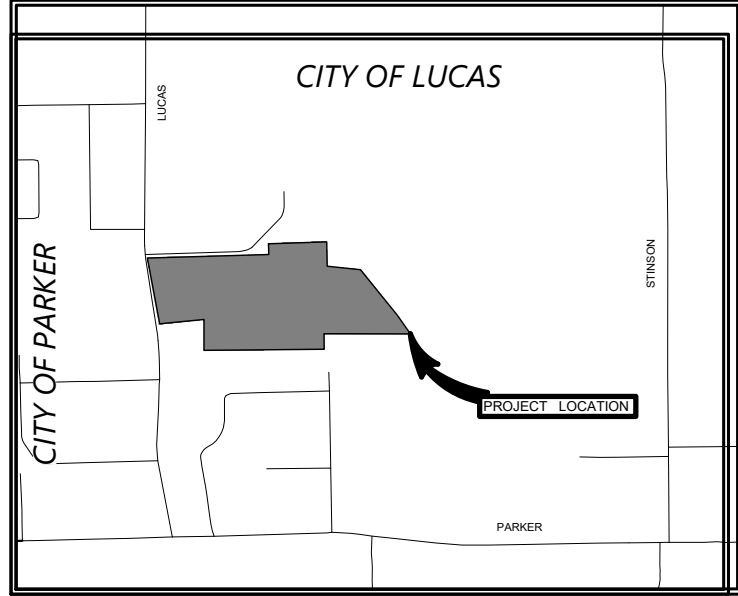
Item No. 05

Motion

I make a motion to approve/deny a request by JW Partners on behalf of Griffin, Lewis, McCahill & Gillis. for a preliminary plat for Wildflower Estates, an addition to the City of Lucas being all of a 39.7-acre tract of land located in the Hearne Survey, Abstract 426, Turner Survey, Abstract 901, and Gray Survey, Abstract 349.

VICINITY MAP
N.T.S.

LOCATION MAP
SCALE: N.T.S.



0 100' 200'
SCALE: 1" = 100'

LEGEND

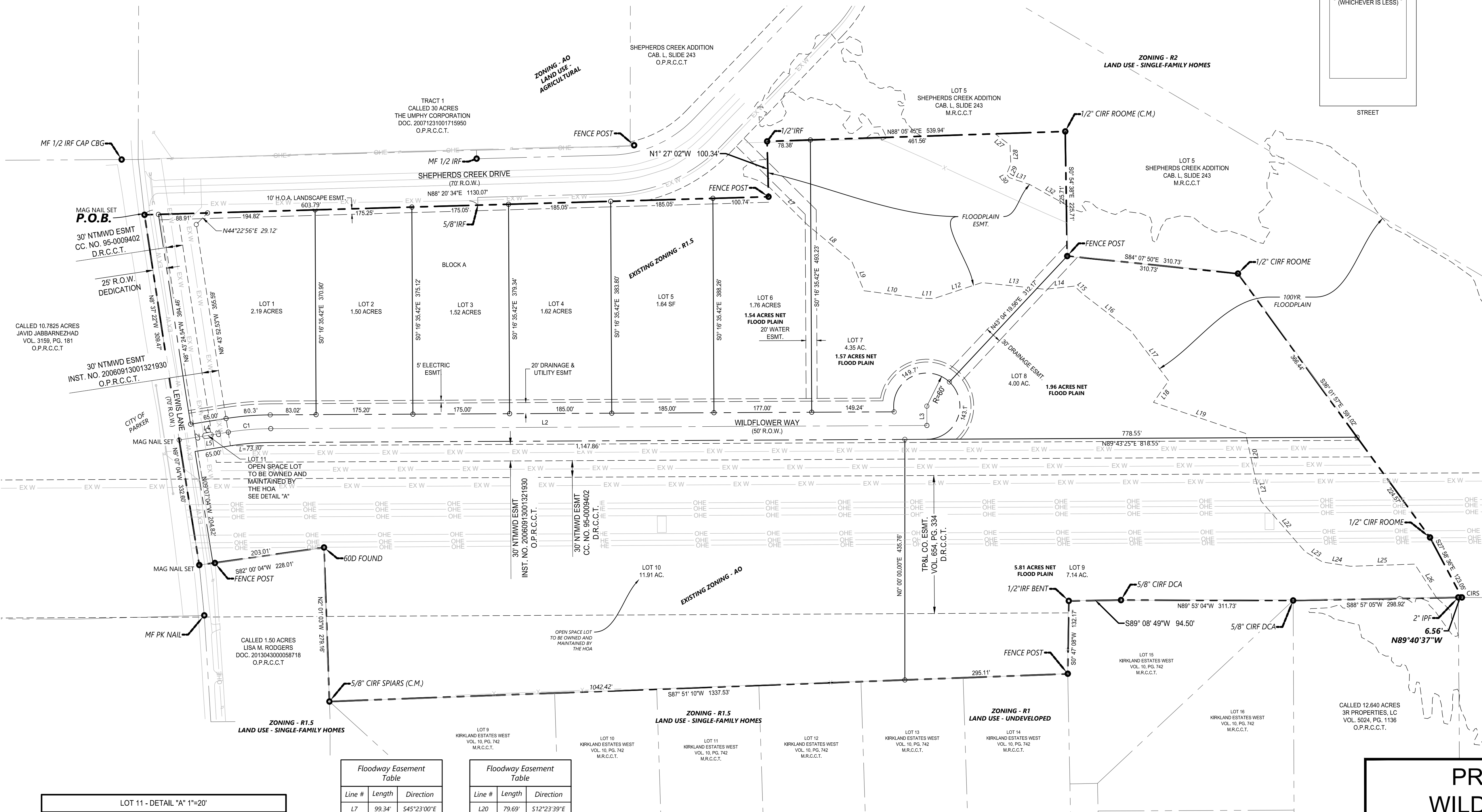
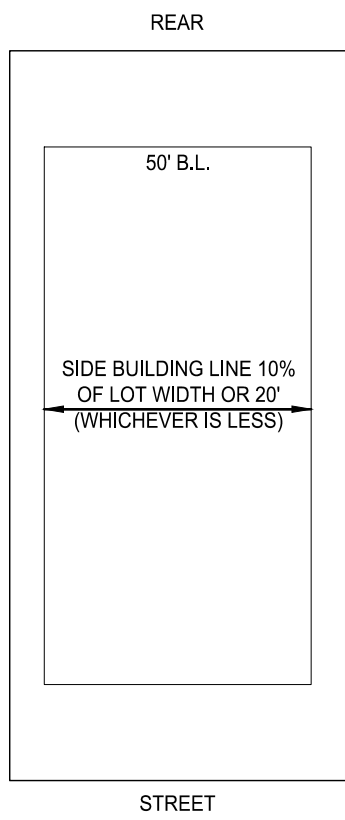
---	PHASE LINE
---	EASEMENT LINE
---	RIGHT OF WAY LINE
---	LOT LINE

- NOTES:
- LOTS OR PORTIONS OF LOTS WITHIN THE FLOODPLAIN OR AREAS OF SPECIAL FLOOD HAZARD REQUIRE A DEVELOPMENT PERMIT PRIOR TO ISSUANCE OF A BUILDING PERMIT OR COMMENCEMENT OF CONSTRUCTION INCLUDING SITE GRADING, ON ALL OR PART OF THOSE LOTS.
 - FLOODPLAIN FIRM NUMBER: 48085C0415J DATE: 6/2/2009

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	90.000	N80° 52' 56.42"E
L2	1187.858	N89° 43' 24.58"E
L3	35.000	N0° 16' 35.42"W

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C1	N85° 18' 10.50"E	77.08	77.154	500.00	77.15

TYPICAL LOT SECTION



LOT 11 - DETAIL "A" 1"=20'

Detail "A" Line
Table

Line #	Length	Direction
L4	10.00'	N80°52'56"E
L5	10.00'	S80°52'56"W

The diagram shows a plan view of Lot 11. It is an irregularly shaped lot. The boundary is defined by three segments: a straight line L4 on the top left, a straight line L5 on the bottom left, and a curved line L1 on the right side. The lot is labeled 'LOT 11' in the center. The scale is 1"=20'.

Detail "A" Curve Table

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	15.71'	5.00'	180°00'00"	N 9°07'04" W	10.00'
C3	15.71'	5.00'	180°00'00"	S 9°07'04" E	10.00'

Floodway Easement Table			
Line #	Length	Direction	
L7	99.34'	S45°23'00"E	
L8	104.22'	S50°18'27"E	
L9	56.63'	S22°29'05"E	
L10	101.28'	S82°25'27"E	
L11	25.85'	S87°46'07"E	
L12	91.88'	N71°33'54"E	
L13	115.11'	S83°57'03"E	
L14	53.52'	N83°50'16"E	
L15	20.90'	S46°35'27"E	
L16	109.65'	S52°30'05"E	
L17	113.29'	S37°02'59"E	
L18	47.69'	S35°09'27"W	
L19	176.10'	S71°20'15"E	

Floodway Easement Table			
Line #	Length	Direction	
L20	79.69'	S12°23'39"E	
L21	45.88'	S13°36'55"E	
L22	121.49'	S41°01'41"E	
L23	36.92'	S59°15'18"E	
L24	50.92'	S81°20'51"E	
L25	116.29'	N88°04'06"E	
L26	72.14'	S33°04'02"E	
L27	34.05'	S52°41'38"E	
L28	34.19'	S02°10'51"E	
L29	19.93'	S22°35'46"W	
L30	7.88'	S38°30'19"E	
L31	38.86'	S71°26'13"E	
L32	76.45'	S60°54'55"E	

NO.	DATE	REVISION
1	11/16/2024	1ST SUBMITTAL
2	01/02/2025	2ND SUBMITTAL DRAFT COMPLETE

PRELIMINARY PLAT WILDFLOWER ESTATES

21.32 ACRES CONTAINING LOTS 1-11
FOR A TOTAL OF 8 SF 1.5 LOTS, 1 AO LOT, AND 2 COMMON LOTS.
ZONE R-1.5 - 20.577 ACRES
ZONE AO - 19.053 ACRES
LUCAS, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER

NAME: DOUGLAS C. MOUSEL
ADDRESS: 5850 GRANITE PARKWAY, SUITE 100
PLANO, TEXAS 75225
CONTACT: PHONE: (214) 618-3811

PLANNER / ENGINEER / SURVEYOR

Westwood
Phone (469) 213-1800 11000 Frisco Street, Suite 400
Toll Free (888) 937-5150 Frisco, TX 75033
westwoodpa.com
Westwood Professional Services, Inc.
TP&L FIRM REGISTRATION NO. 111778

DATE: JANUARY 2025

WESTWOOD PROJECT #: 0057626.00

CITY CASE #: XXXXXX

DESIGNED: ACT

DRAWN: ACT

REVIEWER: RCS

SHEET

1 OF 2

Drawing: N:\007626\007626 CAD\DWG\316.dwg Plot Date/Time: 2/28/2025 1:37 PM
Last Saved by: J.Armstrong
Plot Date/Time: 2/28/2025 1:37 PM

OWNER'S DEDICATION AND ACKNOWLEDGEMENT

39.745 ACRES
MARTIN HEARNE SURVEY ABSTRACT NO. 426, L.P. TURNER SURVEY, ABSTRACT NO. 901
AND JOHN GRAY SURVEY, ABSTRACT NO. 349
CITY OF LUCAS, COLLIN COUNTY, TEXAS

WHEREAS Carol McCahill et al is the sole owner of a 39.745 acre tract of land situated in the Martin Hearne Survey, Abstract No. 426, L.P. Turner Survey, Abstract No. 901 and the John Gray Survey, Abstract No. 349, City of Lucas Collin County, Texas, and being part of a tract of land described in part of First Tract and all of Second Tract, conveyed to Carol McCahill, by a Warranty Deed of record in Volume 4372, Page 1442, Deed Records, Collin County, Texas; said 39.745 acre tract being more particularly described as follows:

BEGINNING at a mag nail set for corner in the approximate center line of the gravel pavement of Lewis Lane, an undefined width prescriptive right-of-way, being in the east line of a called Javid Jabbarnezhad, by deed of record in Volume 3159, Page 181, of said Official Public Records, and being in the south right-of-way line of Shepherds Creek Drive, a variable width right-of-way; said point being in the northerly line of said McCahill tract;

North 88 degrees 20 minutes 34 seconds East, along the said northerly line of said McCahill tract and along the said south line of Shepherds Creek Drive, at a distance of 603.79 feet passing a 5/8 iron rod found at an angle point of said Shepherds Creek Drive and being at a southwest corner of Lot 5, Shepherds Creek Addition, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Cabinet L, Slide 243, of the Map Records of Collin County, Texas, continuing along the common line between said Lot 5 and said McCahill tract, in all a total distance of 1,130.07 feet to a fence post found at a southeast corner of Lot 5 and re-entrant corner of said McCahill tract;

THENCE along the said common line between Lot 5 and McCahill tract, following courses and distances:

North 01 degrees 27 minutes 02 seconds West, a distance of 100.34 feet to a 1/2" iron rod found at a re-entrant corner of said Lot 5 and a northwest corner of said McCahill tract;

North 88 degrees 05 minutes 45 seconds East, a distance of 539.94 feet to a 1/2" capped iron rod Rooome found at a re-entrant corner of said Lot 5 and a northeast corner of said McCahill tract;

South 00 degrees 54 minutes 38 seconds East, a distance of 225.71 feet to a fence post found at a southwest corner of said Lot 5 and a re-entrant corner of said McCahill tract;

South 84 degrees 07 minutes 50 seconds East, a distance of 310.73 feet to a 1/2" capped iron rod Rooome found at an angle point;

South 38 degrees 01 minutes 57 seconds East, a distance of 591.02 feet 1/2" capped iron rod Rooome found at an angle point;

South 27 degrees 58 minutes 36 seconds East, a distance of 123.05 feet to a 1/2" iron rod with a yellow plastic cap stamped "WESTWOOD PS" set for the most easterly corner of said McCahill tract and being at a southwest corner of said Lot 5;

THENCE North 89 degrees 40 minutes 37 seconds West, departing the said common line between Lot 5 and the McCahill tract, along the southerly line of said McCahill tract, along the south line of said McCahill tract, a distance of 6.56 feet to a 2" pipe found at the northeast corner of said 12.640 acre tract of land conveyed to 3R Properties, LLC, by deed of record in Volume 5024, Page 1136, of said Official Public Records;

THENCE South 88 degrees 57 minutes 05 seconds West, a distance of 298.92 feet to a 5/8" capped iron rod DCA found at the northwest corner of said 12.640 acre tract and being at the northeast corner of Lot 16, Kirkland Estates West, an addition to the City of Lucas, Collin County, Texas, according to the plat thereof recorded in Volume 10, Page 742, of said Map Records;

THENCE along the common line between said McCahill tract and said Kirkland Estates West, the following courses and distances:

North 89 degrees 53 minutes 04 seconds West, a distance of 311.73 feet to a 5/8" capped iron rod DCA found;

South 89 degrees 08 minutes 49 seconds West, a distance of 94.50 feet to a 1/2" iron rod (bent) found at a re-entrant corner of said McCahill tract and a northwest corner of Lot 15, of said Kirkland Estates West;

South 00 degrees 47 minutes 08 seconds West, a distance of 132.17 feet to a fence post found at a southeast corner of said McCahill tract and the northeast corner of Lot 14, of said Kirkland Estates West;

South 87 degrees 51 minutes 10 seconds West, a distance of 1,337.53 feet to a 5/8" capped iron rod "SPIARS" found for corner in the east line of a 1.50 acre tract of land conveyed to Lisa M. Rodgers by deed of record in Document No. 2013043000059718, of said Official Public Records, at a southwest corner of said McCahill tract and a northwest corner of Lot 9, of said Kirkland Estates West;

THENCE North 02 degrees 01 minutes 03 seconds West, departing the said common line between the McCahill tract and Kirkland Estates West, along a common line between said McCahill tract and the said 1.50 acre tract, a distance of 279.16 feet to a 60-D nail found at a re-entrant corner of said 1.50 acre tract;

THENCE South 82 degrees 00 minutes 04 seconds West, continuing along the said common line between the McCahill tract and the 1.50 acre tract, at a distance of 199.53 feet passing a fence post found for reference, continuing along said common line between the McCahill tract and the 1.50 acre tract, in all a total distance of 228.01 feet to a mag nail set for corner in the said east line of the 10.7825 acre tract, at a southwest corner of said McCahill tract and being at the northwest corner of said 1.50 acre tract, and being in the said approximate center line of the gravel pavement of Lewis Lane;

THENCE North 09 degrees 07 minutes 04 seconds West, departing the said common line between the McCahill tract and the 1.50 acre tract, along the said approximate center line of the gravel pavement of Lewis Lane and the common line between said McCahill tract and said 10.7825 acre tract, a distance of 332.60 feet to a mag nail set at an angle point.

THENCE North 08 degrees 37 minutes 22 seconds West, continuing along the said approximate center line of the gravel pavement of Lewis Lane and the said common line between the McCahill tract and the 10.7825 acre tract, a distance of 309.47 feet to the POINT-OF-BEGINNING, containing 1,731,280 square feet or 39.745 acres of land.

FLOODWAY & DRAINAGE EASEMENT

This plat is hereby adopted by the Owner(s) and approved by the City of Lucas (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The area or areas shown on the plat as "Floodway & Drainage Easement" shall remain unimproved at all times and be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the said Floodway & Drainage Easement. The area within the Floodway & Drainage Easement is subject to storm water overflow and bank erosion to an extent that cannot be defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena. The City will not be responsible for the maintenance and operation of the Floodway & Drainage Easement or for any damage to private property or person that results from the flow of water within the Floodway & Drainage Easement. No obstruction to the natural flow of storm water shall be permitted by construction of any type within the Floodway & Drainage Easement unless approved by the Director of Public Works. Each property owner shall keep the portion of the Floodway & Drainage Easement traversing or adjacent to his property clean and free of debris, silt, and any materials that would result in unsanitary conditions, or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Floodway & Drainage Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The natural drainage through the Floodway & Drainage Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Building areas outside the Floodway & Drainage Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

OWNER'S CERTIFICATE

STATE OF TEXAS }
COUNTY OF COLLIN }

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Landplan Rogers, LP, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as **WILDFLOWER ESTATES**, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, I/we certify that I/we are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, I/we agree to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
- The homeowners' association shall have the authority to collect membership fees;
- As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
- The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas and attach a lien upon each individual lot for the prorated costs of abatement.
- The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.
- The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Signature of Owner(s)

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20_____.

Notary Public in and for The State of Texas

LOT AREAS		
BLOCK	LOT	AREA (SF)
1	1	95408
1	2	65351
1	3	66015.5
1	4	70590.4
1	5	71415.4
1	6	76873.7
1	7	189657.7
1	8	174455.5
2	9	310988.4
2	10	518950.0

NTMWD NOTES:

1. NORTH TEXAS MUNICIPAL WATER DISTRICT (NTMWD) 42", 72", 84" -INCH WATERWASTEWATER PIPELINE IS LOCATED WITHIN THE LIMITS OF CONSTRUCTION.
2. OPERATION OF HEAVY EARTHMOVING EQUIPMENT, COMPACTION EQUIPMENT OR HEAVY CONSTRUCTION EQUIPMENT, SUCH AS CONCRETE TRUCKS, SHALL BE RESTRICTED TO SPECIFIC CROSSING POINTS ACROSS NTMWD EASEMENTS, AS APPROVED BY THE NTMWD. THE CROSSINGS SHALL BE DESIGNATED AND VERIFIED TO PROVIDE A MINIMUM OF FIVE FEET OF COVER.
3. TO ASSURE THE PLACING OF SIGNIFICANT LOADS OVER THE NTMWD PIPELINE DOES NOT DAMAGE THE EXISTING PIPELINE, NO MATERIALS SHALL BE STOCKPILED ON THE NTMWD EASEMENT WITHOUT AUTHORIZATION FROM THE NTMWD. IF THE CONTRACTOR DESIRES TO USE NTMWD'S EASEMENT FOR STOCKPILE OF MATERIALS, CONTACT NTMWD ENGINEERING AT (972) 442-5405 SO YOUR PLANS FOR USE OF NTMWD'S EASEMENT CAN BE REVIEWED.
4. A MINIMUM OF 4.5 FEET SEPARATION BETWEEN BOTTOM OF PAVEMENT AND TOP OF NTMWD PIPELINE IS REQUIRED. IN ADDITION, IF SEPARATION BETWEEN THE BOTTOM OF PAVEMENT AND TOP OF PIPELINE IS LESS THAN 4.5 FEET, LIME STABILIZED IS NOT PERMITTED AND A THICKENED PAVEMENT SECTION IS REQUIRED.
5. CROSSING OF THE NTMWD EASEMENT WITH OTHER UTILITIES, SUCH AS TV CABLE, PHONE, GAS AND ELECTRIC, SHALL BE COORDINATED WITH THE NTMWD TO AVOID DAMAGE TO THE NTMWD FACILITIES.
6. OUTDOOR LIGHTING, LANDSCAPING, SCREENING WALLS OR OTHER FACILITIES SHALL NOT BE INSTALLED IN NTMWD EASEMENTS WITHOUT WRITTEN APPROVAL OF THE NTMWD.
7. UNLESS OTHERWISE SHOWN OR REQUIRED, A MINIMUM OF TWO-FOOT CLEARANCE SHALL BE PROVIDED FOR ALL UTILITIES CROSSING THE NTMWD PIPELINES. DIRECTIONAL BORE CROSSINGS REQUIRE A MINIMUM OF FOUR-FEET CLEARANCE.
8. BORE CROSSINGS SHALL ONLY BE PERFORMED BETWEEN 9:00 AM AND 4:00 PM TUESDAY THRU THURSDAY.
9. NO TREES ARE ALLOWED WITHIN THE NTMWD EASEMENT, ONLY CREPE MYRTLES, SHRUBS, AND BUSHES.
10. A NTMWD REPRESENTATIVE IS REQUIRED TO BE ON-SITE FOR ANY WORK IN THE VICINITY OF NTMWD PIPELINES, FEATURES, OR FACILITIES.
11. THE CONTRACTOR SHALL CONTACT NTMWD LINE LOCATES AT (469) 626 - 4569 AT LEAST 48 HOURS PRIOR TO PERFORMING ANY WORK IN THE VICINITY OF THE NTMWD PIPELINES, FEATURES, OR FACILITIES.
12. FOR CROSSING UNDER NTMWD PIPELINES BY OPEN CUT, SHORING IS TO BE USED TO MINIMIZE EXPOSING THE NTMWD LINE. TRENCH WILL BE LIMITED TO FOUR FEET WIDE MAXIMUM.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE _____ DAY OF _____, _____.

ATTEST:

Tommy Tolson, Chair
Planning and Zoning Commission

City Secretary

"APPROVED FOR PREPARATION OF FINAL PLAT"

Tommy Tolson, Chair Date _____
Planning and Zoning Commission

Joseph Hilbourn, Development Services Director Date _____

Jeremy Bogle, Public Works Director/City Engineer Date _____

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Jason B. Armstrong, do hereby certify, that I prepared this plat from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

Registered Professional Surveyor No. 5557

THE STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jason B. Armstrong, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20_____.

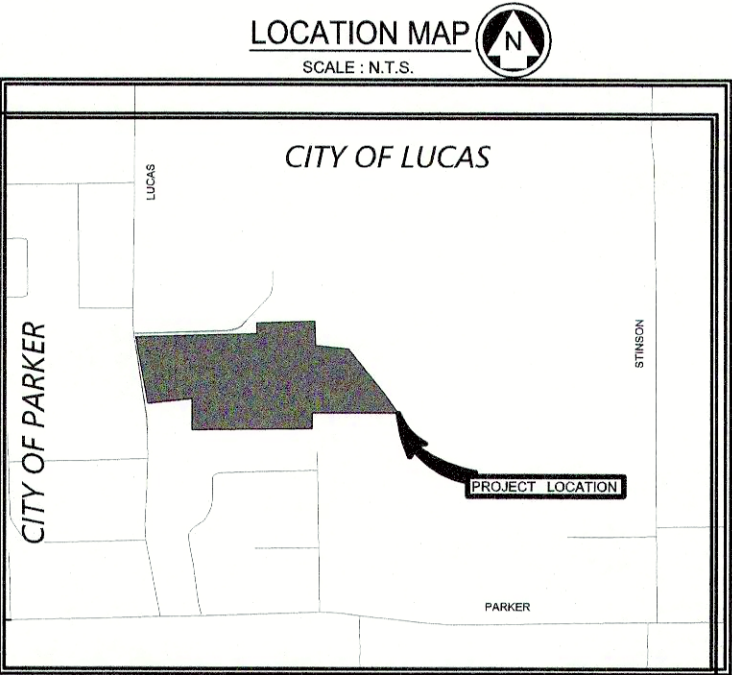
Notary Public in and for the State of Texas

NO.	DATE	REVISION
1	11/16/2024	1ST SUBMITTAL
2	01/02/2025	2ND SUBMITTAL DRAFT COMPLETE

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" TAC 22 138.33e
Jason B. Armstrong, RPLS 6718
Date: 01/02/2024



VICINITY MAP
N.T.S.



LEGEND

- PHASE LINE
- EASEMENT LINE
- RIGHT OF WAY LINE
- LOT LINE

- NOTES:
1. LOTS OR PORTIONS OF LOTS WITHIN THE FLOODPLAIN OR AREAS OF SPECIAL FLOOD HAZARD REQUIRE A DEVELOPMENT PERMIT PRIOR TO ISSUANCE OF A BUILDING PERMIT OR COMMENCEMENT OF CONSTRUCTION INCLUDING SITE GRADING, ON ALL OR PART OF THOSE LOTS.
 2. FLOODPLAIN FIRM NUMBER: 48085C0415J DATE: 6/2/2009

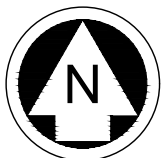
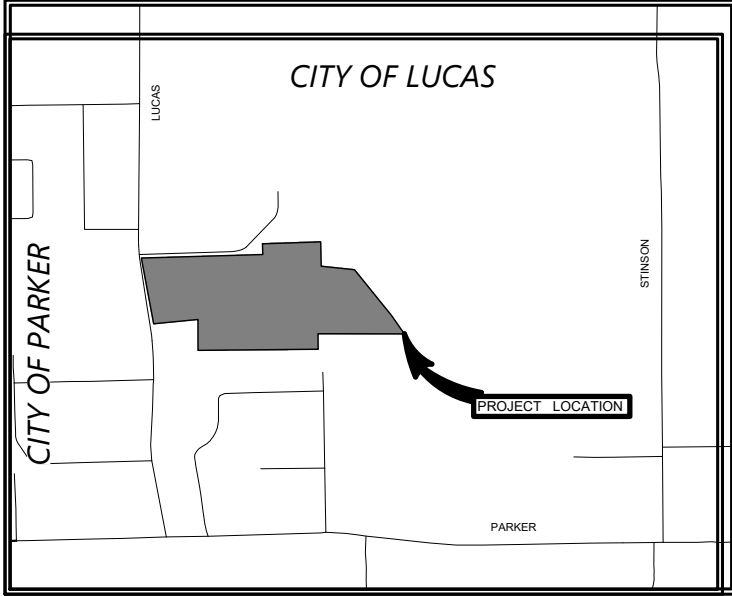
PRELIMINARY PLAT
WILDFLOWER ESTATES

21.32 ACRES CONTAINING LOTS 1-11
FOR A TOTAL OF 8 SF1.5 LOTS, 1 AO LOT, AND 2 COMMON LOTS.
ZONE R-1.5 - 20.577 ACRES
ZONE AO - 19.053 ACRES
LUCAS, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: DOUGLAS C. MOUSEL ADDRESS: 5850 GRANITE PARKWAY, SUITE 100 PLANO, TEXAS 75225 CONTACT: PHONE: (214) 618-3811		Westwood Phone (469) 213-1800 11000 Frisco Street, Suite 400 TollFree (888) 937-5150 Frisco, TX 75033 westwoodps.com Westwood Professional Services, Inc. TSPS FIRM REGISTRATION NO. F-117156 TSP/LS FIRM REGISTRATION NO. 10074801	
DATE:	JANUARY 2025	DESIGNED: ACT	SHEET
WESTWOOD PROJECT #:	0057626.00	DRAWN: ACT	2 OF 2
CITY CASE #:	XXXXXX	REVIEWER: RCS	

FIRST SUBMITTAL

WILDFLOWER ESTATES - PRELIMINARY PLAT

VICINITY MAP
N.T.S.LOCATION MAP
SCALE: N.T.S.0 100' 200'
SCALE: 1" = 100'

LEGEND

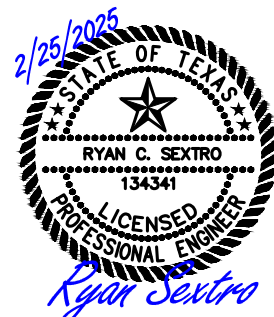
---	PROPERTY LINE
---	EASEMENT LINE
---	RIGHT OF WAY LINE
---	LOT LINE

NOTES:

- LOTS OR PORTIONS OF LOTS WITHIN THE FLOODPLAIN OR AREAS OF SPECIAL FLOOD HAZARD REQUIRE A DEVELOPMENT PERMIT PRIOR TO ISSUANCE OF A BUILDING PERMIT OR COMMENCEMENT OF CONSTRUCTION INCLUDING SITE GRADING, ON ALL OR PART OF THOSE LOTS.
- PROPOSED PAVEMENT IS TO BE CONSTRUCTED USING 6" 3600 PSI CONCRETE PAVEMENT WITH 24' WIDTH

LINE TABLE		
LINE #	DISTANCE	BEARING
L1	90.000	N80° 52' 56.42"E
L2	1187.858	N89° 43' 24.58"E
L3	35.000	N0° 16' 35.42"W

CURVE TABLE					
CURVE #	CHORD DIRECTION	CHORD	LENGTH	RADIUS	DELTA
C1	N85° 18' 10.50"E	77.08	77.154	500.00	77.15



WESTWOOD PROFESSIONAL SERVICES
TEXAS FIRM NO. F-17076
THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY EXAM. & JUDICIAL ACTION
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER
NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN
OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

SITE PLAN
WILDFLOWER ESTATES

±39.74 ACRES CONTAINING LOTS 1-10
FOR A TOTAL OF 8 ESTATE LOTS AND 2 COMMON LOTS.
R1.5 = ±20.57 AC., AO = ±19.18 AC.

LUCAS, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER

NAME: DOUGLAS C. MOUSEL
ADDRESS: 5850 GRANITE PARKWAY, SUITE 100
PLANO, TEXAS 75225
CONTACT: PHONE: (214) 618-3811

PLANNER / ENGINEER / SURVEYOR

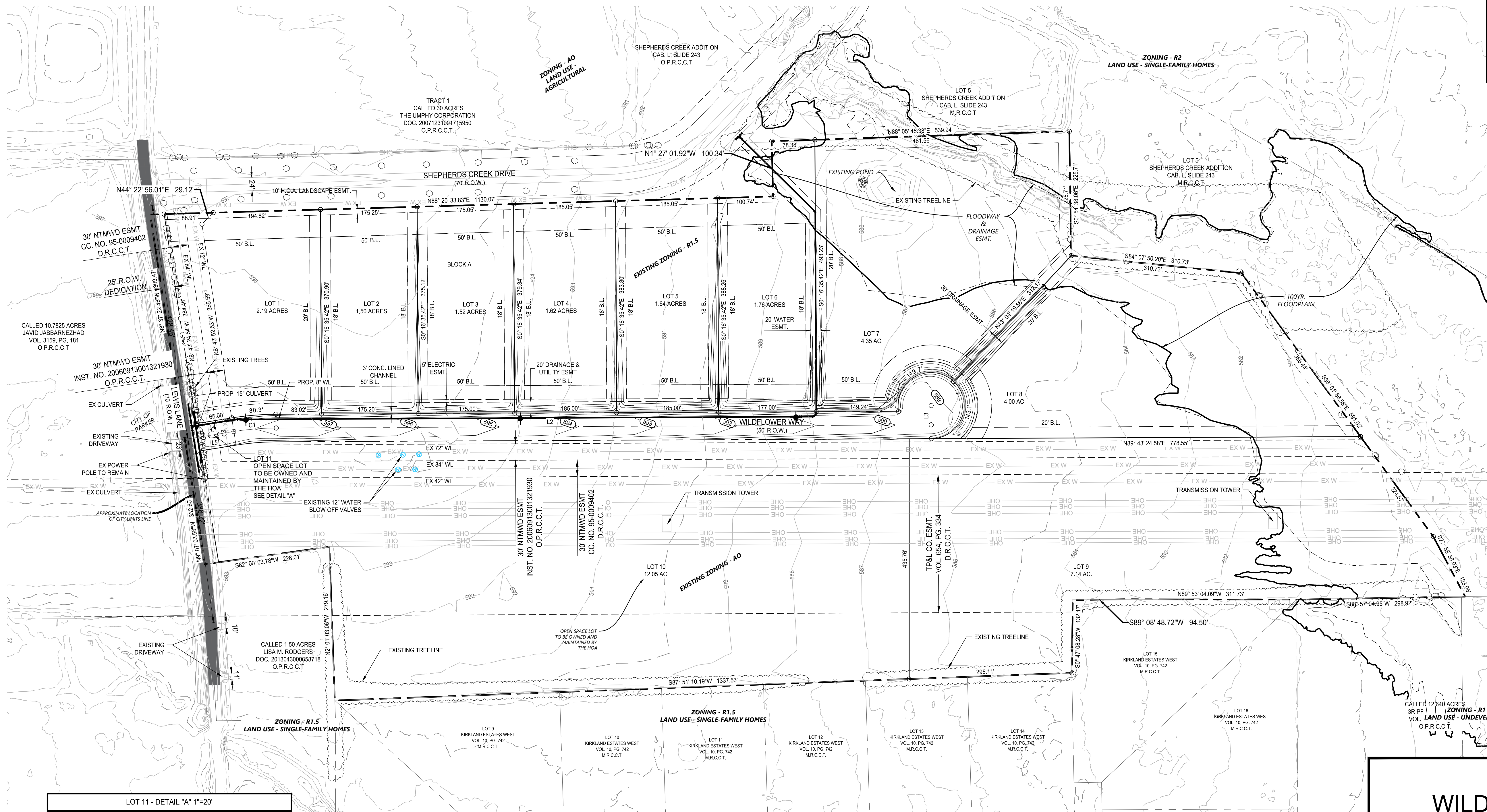
Westwood
Phone (469) 213-1800 11000 Frisco Street, Suite 400
Toll Free (888) 937-5150 Frisco, TX 75033
westwoodpa.com

Westwood Professional Services, Inc.
TEXAS FIRM REGISTRATION NO. 111778

DATE: FEBRUARY 2025
WESTWOOD PROJECT #: 0057626.00
CITY CASE #: XXXXXX

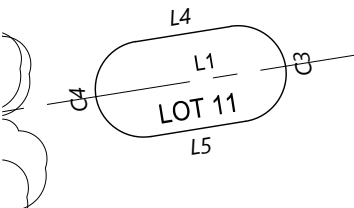
DESIGNED: ACT
DRAWN: ACT
REVIEWER: RCS

SHEET
1 OF 2



LOT 11 - DETAIL "A" 1"=20'

Detail "A" Line Table		
Line #	Length	Direction
L4	10.00'	N80°52'56"E
L5	10.00'	S80°52'56"W



Detail "A" Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C3	15.71'	5.00'	180°00'00"	S 9°07'04" E	10.00'
C4	15.71'	5.00'	180°00'00"	N 9°07'04" W	10.00'

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Plot Date/Time: 2/25/2025 3:07 PM

OWNER'S DEDICATION AND ACKNOWLEDGEMENT
39.745 ACRES
MARTIN HEARNE SURVEY ABSTRACT NO. 426, L.P. TURNER SURVEY, ABSTRACT NO. 901
AND JOHN GRAY SURVEY, ABSTRACT NO. 349
CITY OF LUCAS, COLLIN COUNTY, TEXAS

WHEREAS Carol McCahill et al is the sole owner of a 39.745 acre tract of land situated in the Martin Hearne Survey, Abstract No. 426, L.P. Turner Survey, Abstract No. 901 and the John Gray Survey, Abstract No. 349, City of Lucas Collin County, Texas, and being part of a tract of land described in part of First Tract and all of Second Tract, conveyed to Carol McCahill et al, by a Warranty Deed of record in Volume 4372, Page 1442, Deed Records, Collin County, Texas; said 39.745 acre tract being more particularly described as follows:

BEGINNING in the approximate center line of the gravel pavement of Lewis Lane, an undefined width prescriptive right-of-way, and being in the northerly line of said McCahill tract;

THENCE along the said northerly line of said McCahill tract, the following courses and distances:

North 88 degrees 20 minutes 34 seconds East, a distance of 1,130.07 feet;

North 01 degrees 27 minutes 02 seconds West, a distance of 100.34 feet;

North 88 degrees 05 minutes 45 seconds East, a distance of 539.94 feet;

THENCE departing the said northerly line of said McCahill tract, along the easterly line of said McCahill tract, the following courses and distances:

South 00 degrees 54 minutes 38 seconds East, a distance of 225.71 feet;

South 84 degrees 07 minutes 50 seconds East, a distance of 310.73 feet;

South 36 degrees 01 minutes 57 seconds East, a distance of 591.02 feet;

South 27 degrees 58 minutes 36 seconds East, a distance of 123.05 feet;

THENCE departing the said easterly line of said McCahill tract, along the southerly line of said McCahill tract, the following courses and distances:

North 89 degrees 40 minutes 37 seconds West, a distance of 6.56 feet;

South 88 degrees 57 minutes 05 seconds West, a distance of 298.92 feet;

North 89 degrees 53 minutes 04 seconds West, a distance of 311.73 feet;

South 89 degrees 08 minutes 49 seconds West, a distance of 94.50 feet;

South 00 degrees 47 minutes 08 seconds West, a distance of 132.17 feet;

South 87 degrees 51 minutes 10 seconds West, a distance of 1,337.53 feet;

North 02 degrees 01 minutes 03 seconds West, a distance of 279.16 feet;

South 82 degrees 00 minutes 04 seconds West, a distance of 228.01 feet to a southwest corner of said McCahill tract, and being in the said approximate center line of the gravel pavement of Lewis Lane;

THENCE North 09 degrees 07 minutes 04 seconds West, along the said approximate center line of the gravel pavement of Lewis Lane and the westerly line of said McCahill tract a distance of 332.60 feet;

THENCE North 08 degrees 37 minutes 22 seconds West, continuing along the said approximate center line of the gravel pavement of Lewis Lane and the westerly line of said McCahill tract, a distance of 309.47 feet to the POINT-OF-BEGINNING, containing 1,731,280 square feet or 39.745 acres of land.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, do hereby certify, that I prepared this plot from an actual on the ground survey of the land as described and that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Platting Rules and Regulations of the City of Lucas Planning and Zoning Commission.

Registered Professional Surveyor

THE STATE OF TEXAS §

COUNTY OF COLLIN §

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed. Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for the State of Texas

FLOODWAY & DRAINAGE EASEMENT

This plat is hereby adopted by the Owner(s) and approved by the City of Lucas (Called "City") subject to the following conditions which shall be binding upon the Owners, their heirs, grantees, successors and assigns: The area or areas shown on the plat as "Floodway & Drainage Easement" shall remain unimproved at all times and be maintained by the Owners of the lot or lots that are traversed by, or adjacent to the said Floodway & Drainage Easement. The area within the Floodway & Drainage Easement is subject to storm water overflow and bank erosion to an extent that cannot be defined. The City shall not be held liable for any damages of any nature resulting from the occurrence of these natural phenomena. The City will not be responsible for the maintenance and operation of the Floodway & Drainage Easement or for any damage to private property or person that results from the flow of water within the Floodway & Drainage Easement. No obstruction to the natural flow of storm water shall be permitted by construction of any type within the Floodway & Drainage Easement unless approved by the Director of Public Works. Each property owner shall keep the portion of the Floodway & Drainage Easement traversing or adjacent to his property clean and free of debris, silt, and any materials that would result in unsanitary conditions, or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. Provided, however, it is understood that in the event it becomes necessary for the City to erect or consider erecting any type of drainage structure in order to improve the storm drainage that may be occasioned by streets and alleys in or adjacent to the subdivision, then in such event, the City shall have the right to enter upon the Floodway & Drainage Easement at any point, or points, to investigate, survey or to erect, construct and maintain any drainage facility deemed necessary for drainage purposes. The natural drainage through the Floodway & Drainage Easement, as in the case of all natural channels, are subject to storm water overflow and natural bank erosion to an extent which cannot be definitely defined. Building areas outside the Floodway & Drainage Easement line shall be filled to a minimum elevation as shown on the plat. The minimum floor elevation for each lot shall be as shown on the plat.

OWNER'S CERTIFICATE

STATE OF TEXAS }
COUNTY OF COLLIN }

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I/we, _____, Owners, do hereby bind themselves and their heirs, assignees and successors of title this plat designating the hereinabove described property as **WILDFLOWER ESTATES**, an addition to the City of Lucas, and do hereby dedicate to the public use forever the streets, alleys, and right-of-way easements shown thereon, and do hereby reserve the easement strips shown on this plat for the mutual use and accommodation of garbage collection agencies and all public utilities desiring to use or using same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other improvements or growths that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements strips, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, without the necessity at any time of procuring the permission of anyone. Additionally, I/we certify that I/we are the sole owners of the dedicated property and that no other's interest is attached to this property unless otherwise indicated on the required Mortgage Holder Certification that is included on this plat. Furthermore, as the owner of the property described herein, and in consideration of establishing the subdivision described herein, I/we agree to the following:

- Every owner of fee simple title to every individual lot within the subdivision shall be a member of the homeowners' association;
- The homeowners' association shall have the authority to collect membership fees;
- As applicable as it pertains to conditions shown herein, the homeowners' association shall be responsible for the maintenance of all common areas, screening walls, landscaped areas, private streets and alleys.
- The homeowners' association shall grant the City the right of access to any areas to abate any nuisances on such areas and attach a lien upon each individual lot for the prorated costs of abatement.
- The homeowners' association shall indemnify and hold the City harmless from any and all costs, expenses, suits, demands, liabilities, damages, or otherwise, including attorney fees and costs of suit, in connection with the City's maintenance of common areas.
- The homeowners' association shall, where additional rights-of-way has been dedicated for the purpose of providing landscaping, additional areas for sidewalks, walls or other amenities, enter into a license agreement with the City and shall be responsible for the installation and maintenance of all landscape areas in the public rights-of-way.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Lucas, Texas.

Signature of Owner(s)

STATE OF TEXAS }
COUNTY OF COLLIN }

Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, Owners, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they each executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 20____.

Notary Public in and for The State of Texas

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUCAS, TEXAS, ON THE _____ DAY OF _____, _____.

ATTEST:

Tommy Tolson, Chair
Planning and Zoning Commission

City Secretary

APPROVED FOR PREPARATION OF FINAL PLAT

Tommy Tolson, Chair Date
Planning and Zoning Commission

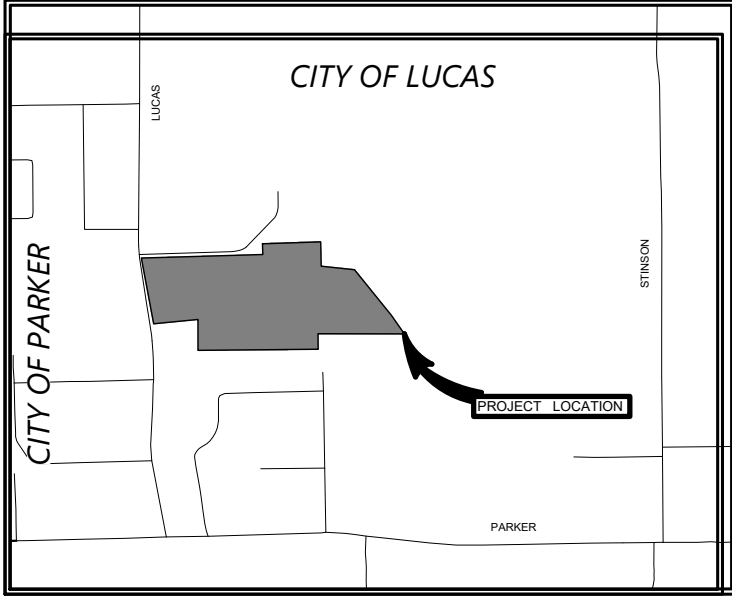
Joseph Hilbourn, Development Services Director Date

Scott Holden, Public Works Director/City Engineer Date

VICINITY MAP

N.T.S.

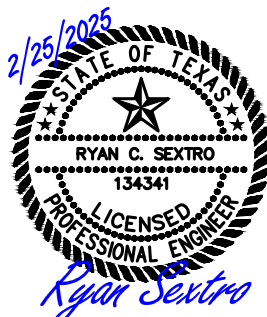
LOCATION MAP
SCALE: N.T.S.



LEGEND

PROPERTY LINE
EASEMENT LINE
RIGHT OF WAY LINE
LOT LINE

- NOTES:
1. LOTS OR PORTIONS OF LOTS WITHIN THE FLOODPLAIN OR AREAS OF SPECIAL FLOOD HAZARD REQUIRE A DEVELOPMENT PERMIT PRIOR TO ISSUANCE OF A BUILDING PERMIT OR COMMENCEMENT OF CONSTRUCTION INCLUDING SITE GRADING, ON ALL OR PART OF THOSE LOTS.
 2. PROPOSED PAVEMENT IS TO BE CONSTRUCTED USING 6" 3600 PSI CONCRETE PAVEMENT WITH 24' WIDTH



WESTWOOD PROFESSIONAL SERVICES
TEXAS FIRM NO. F-11758
THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY RYAN C. SEXTON, P.E., A JURAL
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER
NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN
OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

SITE PLAN WILDFLOWER ESTATES

±39.74 ACRES CONTAINING LOTS 1-10
FOR A TOTAL OF 8 ESTATE LOTS AND 2 COMMON LOTS.
R1.5 = ±20.57 AC., AO = ±19.18 AC.

LUCAS, COLLIN COUNTY, TEXAS

OWNER / DEVELOPER		PLANNER / ENGINEER / SURVEYOR	
NAME: DOUGLAS C. MOUSEL ADDRESS: 5850 GRANITE PARKWAY, SUITE 100 PLANO, TEXAS 75225 CONTACT: PHONE: (214) 618-3811		Westwood Phone (469) 213-1800 11000 Frisco Street, Suite 400 Toll Free (888) 937-5150 Frisco, TX 75033 westwoodpa.com Westwood Professional Services, Inc. TSPS FIRM REGISTRATION NO. 1117758 TSPS FIRM REGISTRATION NO. 10074931	
DATE:	FEBRUARY 2025	DESIGNED: ACT	SHEET
WESTWOOD PROJECT #:	0057626.00	DRAWN: ACT	2 OF 2
CITY CASE #:	XXXXXX	REVIEWER: RCS	

WILDFLOWER ESTATES - SITE PLAN

SECOND SUBMITTAL



PLATTING APPLICATION

Name of Subdivision and/or Project: Wildflower Estates

Items Submitted

Filing Fee



Preliminary Plat

\$1,000.⁰⁰

- Single Family Residential Subdivision Development
 - \$750 + \$5 per acre with 20 acres or less (i.e. \$850 for 20 acres) excluding minor plats of five (5) acres or less.
 - \$750 + \$5 per acre with 21 - 30 acres (i.e. \$900 for 30 acres)
 - ☒ ○ \$800 + \$5 acre with 31 - 45 acres (i.e. \$1,025 for 45 acres)
 - \$900 + \$5 per acre with 46+ acres (i.e. \$1,130 for 46 acres)
- Estate Residential Subdivision Development
 - \$1,000 + \$7 per acre for all size parcels (i.e. \$1,140 for 20 acres)
- Minor Plats
 - \$500 + \$5 per acre with 5 acres or less (i.e. \$525 for 5 acres)
- Non-residential District Plats
 - \$800 + \$10 per acre with 30 acres or less
 - \$850 + \$10 per acre with 31 - 45 acres
 - \$950 + \$10 per acre with 46+ acres

Final Plat

- Single Family Residential Subdivision Development
 - \$800 + \$5 per acre with 30 acres or less
 - \$850 + \$5 per acre with 31 - 45 acres
 - \$950 + \$5 per acre with 46+ acres
 - Any additional development fees will be charged at final plat rates.*
- Estate residential Subdivision Development
 - \$950 + \$7 per lot for all size parcels
- Minor Plat
 - \$350 + \$5 per acre with 5 acres or less
- Non-residential District Plats
 - \$850 + \$10 per acre for up to 30 acres
 - \$900 + \$10 per acre with 31 - 45 acres
 - \$1,000 + \$10 per acre with 46+ acres
- Replat
 - Minor Plat (5 acres or less) \$450 + \$5 per acre (\$475 for 5 acres)
 - All others - \$600 + \$10 per acre
- Amended Plat
 - Minor Plats (5 acres or less) - \$300 + \$7 per acre (i.e. \$300 for an amended plat for 5 acres)
 - All others - \$500 + \$10 per acre (i.e. \$700 for an amended plat for 20 acres)

Storm Water Run-Off Permit

- Developments 0 - 3 acres \$75
- Developments 4 - 10 acres \$150
- Developments 10+ acres \$500

Vacation of Plat

- \$500 + \$10 per acre

Concept Plan (Optional Land Study)

- \$150 per session with Planning & Zoning and/or City Council

Tree Survey/Conservation Plan

No Fee

Tree Removal & Site Clearing Permit

- \$250

Park Site Dedication

- \$1,000 per lot or land dedication

\$1,000.⁰⁰

TOTAL



PRELIMINARY AND FINAL PLAT Application Guidelines

LOCATION AND CONTACTS

Preliminary Plat - Wildflower Estates

Physical Location of Property: Southeast corner of Lewis Lane and Shepherds Creek Dr
(Address and general location - approximate distance to nearest existing street intersection)

Legal Description of Property: Approx 39.7 acres in Hearne Survey Abstr 426, Turner Survey Abstr 901, and Gray Survey Abstr 349 in Collin County
(Survey/ Abstract Number and Tracts/Platted Subdivision Name with Lots/Block - Must attach metes and bounds description)

Comprehensive Zoning Designation(s): R1.5

Existing Zoning Designation(s): R1.5 and AO

Description of Project Use: Single-Family

Acreage: 39.7 Existing # of Lots/Tracts: 8 single-family lots, 1 AO lot, and 1 open space lot

OWNERS NAME: Griffin, Lewis, McCahill & Gillis Contact Number: (303) 947-3252

Applicant/Contact Person: Tom McCahill Title: owner

Company Name: _____

Street Address: 2360 County Road 722, McKinney TX 75069

Mailing Address: _____

Phone: (303) 947-3252 Fax: _____ Email: tmmccahill@gmail.com

Applicant

OWNERS NAME: JW Partners, Ltd Contact Number: (214) 618-3811

Applicant/Contact Person: Douglas Mouse Title: President

Company Name: LandPlan

Street Address: 5850 Granite Pkwy #100, Plano TX 75024

Mailing Address: _____

Phone: (214) 618-3811 Fax: _____ Email: dmouse1@landplan.net

ENGINEER REPRESENTATIVE: _____ Contact Number: 214-514-3570

Applicant/Contact Person: Ryan Sextro Title: Project Manager

Company Name: Westwood

Street Address: 11000 Frisco Street Suite 400, Frisco TX, 75033

Mailing Address: 11000 Frisco Street Suite 400, Frisco TX, 75033

Phone: 214-514-3570 Fax: _____ Email: ryan.sextro@westwoodps.com

Read before signing below: If there is more than one property owner complete a separate sheet with the same wording as below. The City requires all original signatures. If applicant is other than the property owner a "Power of Attorney" with original, notarized signatures are required. (notaries are available)



PRELIMINARY AND FINAL PLAT Application Guidelines

ITEMS REQUIRED PRIOR TO FINAL PLAT APPROVAL:

ALL APPLICATIONS MUST BE COMPLETE, ACCOMPANIED BY THE APPLICABLE CHECKLIST AND TAX CERTIFICATE SHOWING TAXES PAID BEFORE BEING SCHEDULED ON THE P&Z AGENDA. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be required from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements. Drawings will not be returned to applicant.

ALL PARCELS/PROPERTIES MUST MATCH IN ACREAGE ALL OTHER DOCUMENTS SUBMITTED WITH NO AMBIGUITY.

SUBMISSIONS: Failure to submit all materials to the City with this application will result in delays scheduling the agenda date.

NOTICE OF PUBLIC RECORDS: The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the public unless they are copyrighted.



PRELIMINARY AND FINAL PLAT Application Guidelines

- Applicant agrees to pay any and all required fees due to the City including but not limited to Plat application fee, Park dedications fee, Tree Removal Permit fee, \$1500 per lot public improvement inspection fee and including but not limited to other fees that may be required prior to final plat approval.
- Maintenance Bond for City Improvements, 2 year – 10% Bond to be verified by submitting contract.
- Construction as-built record drawings (mylar)
- Engineering construction test reports.
- Walk-through with Public Works personnel completed with satisfactory outcome.
- HOA (covenants, conditions & restrictions) documentation approved by City Attorney before submittal to Planning & Zoning.

By signing this application, I hereby grant the Development Services Director and City staff access to my property to perform work related to this Preliminary and Final Plat Application.

STATE OF ~~TEXAS~~

COUNTY OF ~~COLLIN~~

BEFORE ME, a Notary Public, on this day personally appeared Thomas McCall the undersigned applicant, who, under oath, stated the following: "I hereby certify that I am the owner, or duly authorized agent of the owner, (proof must be attached, e.g. "Power of Attorney) for the purposes of this application; that all information submitted herein is true and correct. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial."

ERIC MCKEEMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124005422
MY COMMISSION EXPIRES 03/30/2025

Thomas McCall
Owner Agent (circle one)

SUBSCRIBED AND SWORN TO before me, this the 7 day of November, 2024

Notary Public in and for the State of ^{ERM}~~Texas~~: ERM
Colorado

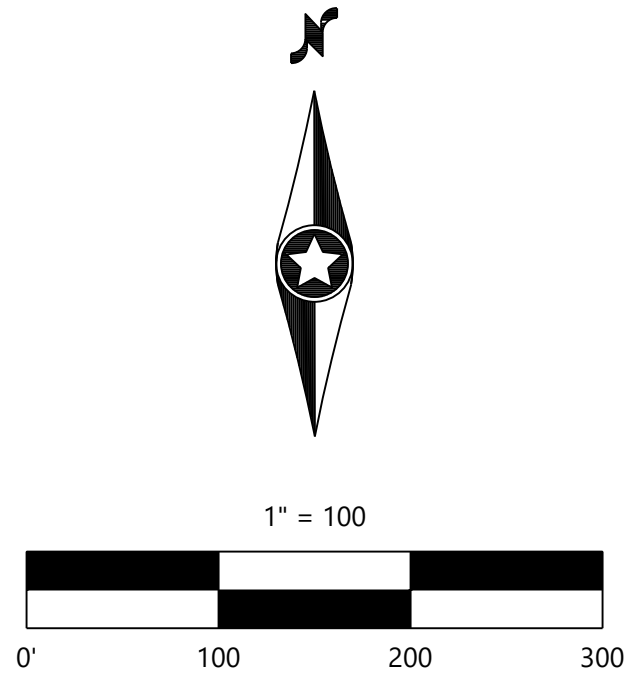
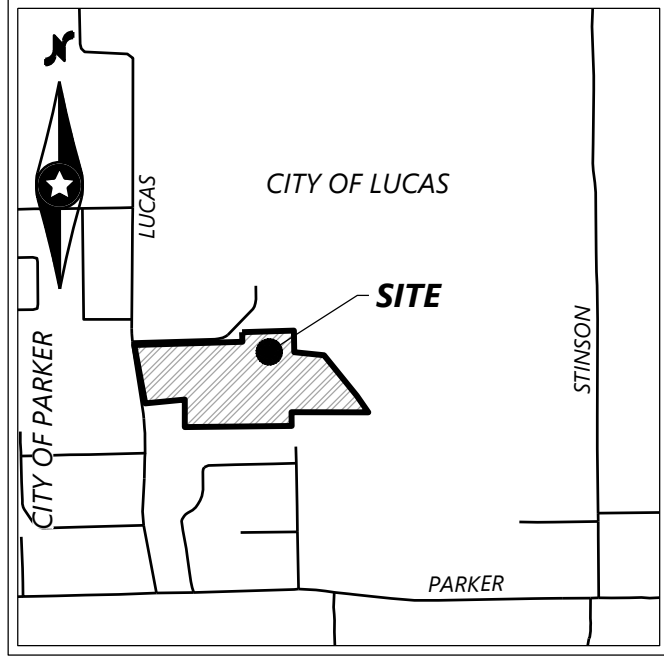
Official Use Only:

Planning & Zoning: _____ Date: _____

City Council: _____ Date: _____

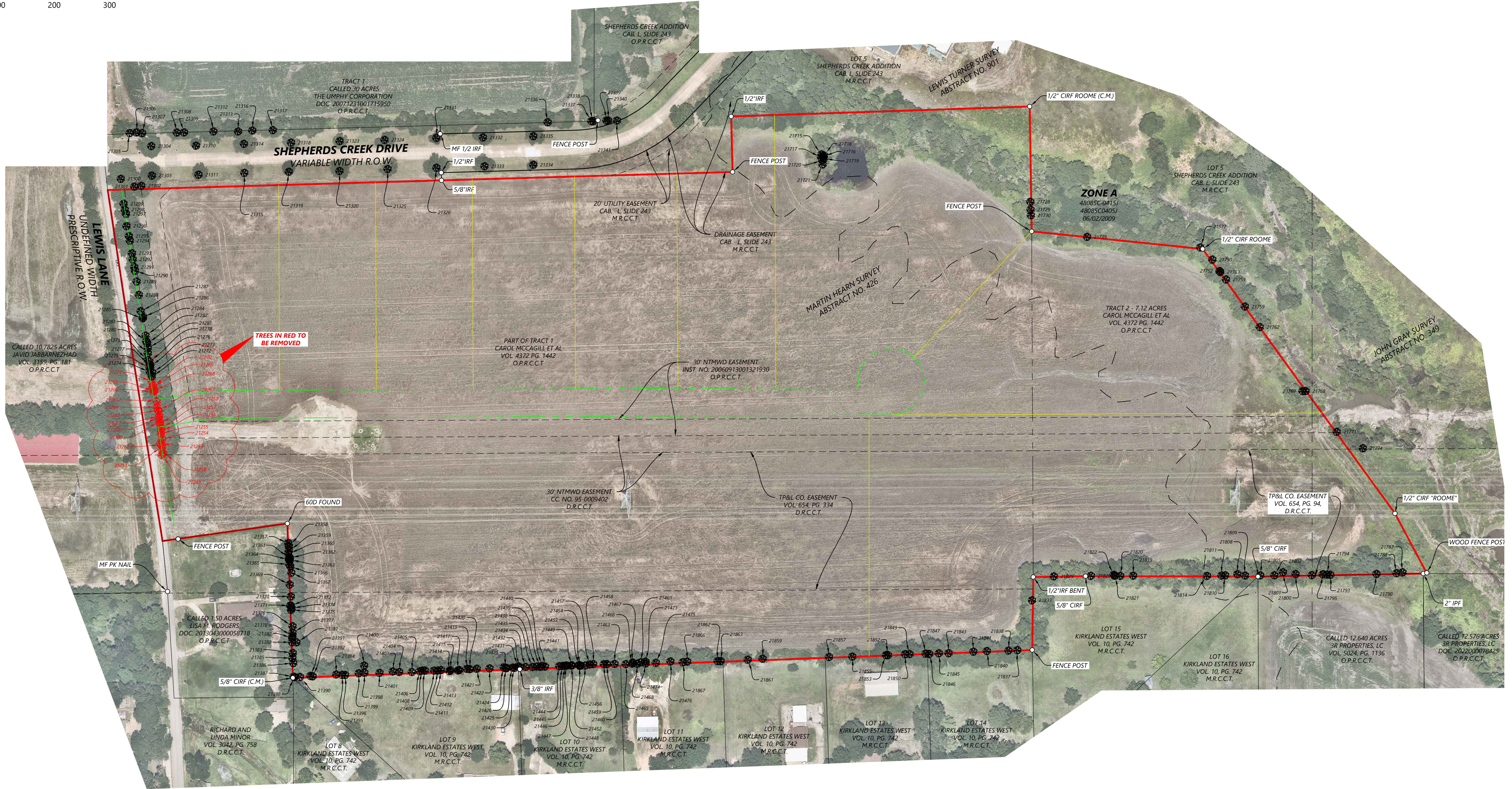
Applicant Withdrew: Yes or No Date: _____
Applicant Made a Written Withdrawal: Yes or No Date: _____

VICINITY MAP
(NOT TO SCALE)



LEGEND

TREE 
PT NUMBER 21999
BOUNDARY 
NOTE: SEE PAGE 2 OF 2
FOR TREE TABLE.



CHECKED: A.R.R.
DRAWN: P.G.S.
HORIZONTAL SCALE: 100'

INITIAL ISSUE:	12/23/2024
REVISIONS:	

PREPARED FOR:

LANDPLAN DEVELOPEMENT CORP

39.745 ACRE TRACT

COLLIN COUNTY, TEXAS

Westwood

Phone (214) 473-4640 2901 DALLAS PKWY, STE 400
Toll Free (888) 937-5150 PLANO, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPELS ENGINEERING FIRM REGISTRATION NO. 11756
TBPELS SURVEYING FIRM REGISTRATION NO. 10074301

TREE EXHIBIT

PROJECT NUMBER: 0057626.00

SHEET NUMBER:

1 OF

2

DATE: 2024/12/23

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21249	3001	10IN	HACKBERRY
21250	3002	16IN	HACKBERRY
21251	3003	16IN	CEDAR ELM
21252	3004	22IN	CEDAR ELM
21253	3005	10IN	HACKBERRY
21254	3006	12IN	CEDAR ELM
21255	3007	18IN	CEDAR
21256	3008	8IN	HACKBERRY
21257	3009	10IN	HACKBERRY
21258	3010	8IN	HACKBERRY
21259	3011	24IN	HACKBERRY
21260	3012	32IN	CEDAR ELM
21261	3013	17IN	HACKBERRY
21262	3014	14IN	CEDAR ELM
21263	3015	8IN	HACKBERRY
21264	3016	10IN	CEDAR ELM
21265	3017	12IN	HACKBERRY
21266	3018	18IN	CEDAR ELM
21267	3019	12IN	CEDAR ELM
21268	3020	12IN	CEDAR ELM
21269	3021	12IN	CEDAR ELM
21270	3022	18IN	CEDAR ELM
21271	3023	18IN	CEDAR ELM
21272	3024	32IN	CEDAR ELM
21273	3025	10IN	HACKBERRY
21274	3026	10IN	CEDAR ELM
21275	3027	14IN	CEDAR
21276	3028	20IN	CEDAR ELM
21277	3029	26IN	CEDAR ELM
21278	3030	10IN	CEDAR ELM
21279	3031	24IN	CEDAR ELM

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21280	3032	24IN	CEDAR ELM
21281	3033	24IN	HACKBERRY
21282	3034	14IN	HACKBERRY
21283	3035	24IN	HACKBERRY
21284	3036	28IN	CEDAR ELM
21285	3037	18IN	HACKBERRY
21286	3038	24IN	HACKBERRY
21287	3039	40IN	CEDAR ELM
21288	3040	18IN	HACKBERRY
21289	3041	28IN	HACKBERRY
21290	3042	8IN	HACKBERRY
21291	3043	24IN	HACKBERRY
21292	3044	16IN	HACKBERRY
21293	3045	16IN	HACKBERRY
21294	3046	40IN	CEDAR ELM
21295	3047	18IN	CEDAR ELM
21296	3048	14IN	CEDAR
21297	3049	30IN	HACKBERRY
21298	3050	14IN	HACKBERRY
21299	3051	18IN	CEDAR ELM
21300	3052	30IN	HACKBERRY
21301	3053	18IN	OAK
21302	3054	20IN	OAK
21303	3055	20IN	OAK
21304	3056	28IN	OAK
21305	3057	18IN	OAK
21306	3058	10IN	HACKBERRY
21307	3059	18IN	HACKBERRY
21308	3060	48IN	HACKBERRY
21309	3061	8IN	HACKBERRY
21310	3062	10IN	CEDAR ELM

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21311	3063	18IN	OAK
21312	3064	38IN	HACKBERRY
21313	3065	6IN	HACKBERRY
21314	3066	20IN	OAK
21315	3067	18IN	OAK
21316	3068	8IN	HACKBERRY
21317	3069	16IN	HACKBERRY
21318	3070	20IN	OAK
21319	3071	12IN	CEDAR ELM
21320	3072	20IN	OAK
21323	3073	18IN	OAK
21324	3074	24IN	OAK
21325	3075	20IN	OAK
21326	3076	26IN	OAK
21331	3077	16IN	OAK
21332	3078	20IN	OAK
21333	3079	24IN	OAK
21334	3080	18IN	OAK
21335	3081	18IN	OAK
21336	3082	24IN	HACKBERRY
21337	3083	12IN	CEDAR
21338	3084	24IN	HACKBERRY
21339	3085	16IN	HACKBERRY
21340	3086	16IN	HACKBERRY
21341	3087	24IN	HACKBERRY
21357	3101	12IN	HACKBERRY MULTIPLE
21358	3102	12IN	HACKBERRY
21359	3103	20IN	HACKBERRY
21360	3104	12IN	HACKBERRY
21361	3105	14IN	HACKBERRY
21362	3106	12IN	HACKBERRY

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21363	3107	18IN	HACKBERRY
21364	3108	14IN	HACKBERRY
21365	3109	24IN	HACKBERRY
21366	3110	12IN	HACKBERRY
21367	3111	12IN	HACKBERRY
21369	3112	28IN	HACKBERRY
21370	3113	14IN	HACKBERRY
21371	3114	10IN	HACKBERRY MULTIPLE
21372	3115	12IN	CEDAR ELM
21374	3116	30IN	CEDAR ELM
21375	3117	10IN	HACKBERRY MULTIPLE
21376	3118	22IN	HACKBERRY
21377	3119	24IN	HACKBERRY
21378	3120	30IN	HACKBERRY
21380	3121	24IN	HACKBERRY
21381	3122	16IN	CEDAR ELM
21382	3123	8IN	HACKBERRY
21383	3124	18IN	HACKBERRY
21385	3125	36IN	HACKBERRY
21386	3126	20IN	HACKBERRY
21387	3127	18IN	HACKBERRY
21388	3128	8IN	HACKBERRY
21390	3129	10IN	HACKBERRY
21391	3130	36IN	HACKBERRY
21392	3131	12IN	CEDAR ELM
21394	3132	30IN	HACKBERRY
21395	3133	14IN	HACKBERRY
21396	3134	18IN	HACKBERRY
21398	3135	24IN	HACKBERRY
21399	3136	24IN	HACKBERRY
21400	3137	10IN	HERCULES CLUB

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21401	3138	36IN	HSACKBERRY
21403	3139	30IN	HACKBERRY
21404	3140	28IN	HACKBERRY
21405	3141	32IN	HACKBERRY
21406	3142	12IN	HACKBERRY
21408	3143	16IN	HACKBERRY
21409	3144	24IN	HACKBERRY
21411	3145	36IN	HACKBERRY
21412	3146	14IN	HACKBERRY
21413	3147	28IN	HACKBERRY
21414	3148	28IN	HACKBERRY
21415	3149	32IN	HACKBERRY
21417	3150	20IN	HACKBERRY
21418	3151	14IN	HACKBERRY
21419	3152	18IN	HACKBERRY
21420	3153	36IN	HACKBERRY
21421	3154	32IN	HACKBERRY
21422	3155	48IN	HACKBERRY
21424	3156	24IN	HACKBERRY
21425	3157	14IN	HACKBERRY
21426	3158	10IN	HACKBERRY
21429	3159	24IN	HACKBERRY
21430	3160	28IN	HACKBERRY
21431	3161	24IN	HACKBERRY
21432	3162	24IN	HACKBERRY
21434	3163	20IN	HACKBERRY
21435	3164	24IN	HACKBERRY
21438	3165	20IN	HACKBERRY
21439	3166	24IN	HACKBERRY
21440	3167	14IN	HACKBERRY
21441	3168	28IN	HACKBERRY

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21444	3169	12IN	HACKBERRY
21445	3170	36IN	HACKBERRY
21446	3171	24IN	HACKBERRY
21447	3172	14IN	HACKBERRY
21448	3173	14IN	HACKBERRY
21449	3174	28IN	HACKBERRY
21452	3175	24IN	HACKBERRY
21453	3176	14IN	HACKBERRY
21454	3177	18IN	HACKBERRY
21456	3178	8IN	HACKBERRY
21457	3179	36IN	HACKBERRY
21458	3180	20IN	HACKBERRY
21459	3181	12IN	HACKBERRY
21460	3182	16IN	HACKBERRY
21463	3183	8IN	CEDAR ELM
21465	3184	24IN	HACKBERRY
21466	3185	15IN	HACKBERRY
21467	3186	10IN	HACKBERRY
21468	3187	16IN	HACKBERRY
21469	3188	8IN	HACKBERRY
21473	3189	6IN	HACKBERRY
21474	3190	12IN	HACKBERRY
21475	3191	12IN	HACKBERRY
21476	3192	30IN	HACKBERRY
21715	3301	16IN	WILLOW
21716	3302	18IN	WILLOW
21717	3303	8IN	WILLOW
21718	3304	36IN	WILLOW
21719	3305	14IN	WILLOW
21720	3306	24IN	WILLOW
21721	3307	36IN	WILLOW

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21728	3308	14IN	HACKBERRY
21729	3309	30IN	HACKBERRY
21730	3310	18IN	HACKBERRY
21739	3311	20IN	HACKBERRY
21750	3312	30IN	HACKBERRY
21752	3313	12IN	HACKBERRY
21753	3314	12IN	HACKBERRY
21755	3315	14IN	HACKBERRY
21759	3316	24IN	HACKBERRY
21762	3317	8IN	HACKBERRY
21768	3318	24IN	WILLOW
21769	3319	36IN	WILLOW
21771	3320	42IN	WILLOW
21774	3321	10IN	CEDAR ELM
21787	3322	24IN	BDA
21788	3323	10IN	HACKBERRY
21790	3324	8IN	HACKBERRY
21793	3325	18IN	HACKBERRY
21794	3326	8IN	HACKBERRY
21795	3327	12IN	BDA MULTIPLE
21796	3328	8IN	HACKBERRY
21800	3329	12IN	BDA
21801	3330	6IN	HACKBERRY
21802	3331	16IN	HACKBERRY
21805	3332	10IN	BDA
21808	3333	24IN	HACKBERRY
21809	3334	12IN	HACKBERRY
21810	3335	12IN	HACKBERRY
21811	3336	12IN	HACKBERRY
21814	3337	8IN	HACKBERRY
21819	3338	8IN	HACKBERRY

TREE TABLE			
POINT ID	TREE TAG	DIAMETER	SPECIES
21820	3339	10IN	BDA
21821	3340	12IN	BDA
21822	3341	12IN	BDA
21826	3342	8IN	HACKBERRY
21829	3343	8IN	HACKBERRY
21833	3344	6IN	HACKBERRY
21837	3345	12IN	HACKBERRY
21838	3346	30IN	HACKBERRY
21840	3347	24IN	HACKBERRY
21841	3348	36IN	HACKBERRY
21843	3349	14IN	HACKBERRY
21845	3350	30IN	HACKBERRY
21846	3351	16IN	HACKBERRY
21847	3352	24IN	HACKBERRY
21849	3353	8IN	HACKBERRY
21850	3354	18IN	HACKBERRY
21852	3355	24IN	HACKBERRY
21853	3356	24IN	HACKBERRY
21855	3357	16IN	HACKBERRY
21857	3358	36IN	HACKBERRY
21859	3359	12IN	HACKBERRY
21861	3360	8IN	HACKBERRY
21862	3361	10IN	HACKBERRY MULTIPLE
21863	3362	20IN	HACKBERRY'S
21866	3363	10IN	HACKBERRY
21867	3364	12IN	CEDAR

CHECKED: A.R.R.
DRAWN: P.G.S.
HORIZONTAL SCALE: 100'

INITIAL ISSUE: 12/23/2024
REVISIONS:

PREPARED FOR:

LANDPLAN DEVELOPEMENT CORP

39.745 ACRE TRACT

COLLIN COUNTY, TEXAS

Westwood

Phone (214) 473-4640 2901 DALLAS PKWY, STE 400
Toll Free (888) 937-5150 PLANO, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPELS ENGINEERING FIRM REGISTRATION NO. 117156
TBPELS SURVEYING FIRM REGISTRATION NO. 10074301

TREE EXHIBIT

PROJECT NUMBER: 0057626.00

SHEET NUMBER:

2 OF

2

DATE: 2024/12/23



City of Lucas

City Council Agenda Request

April 3, 2025

Requester: City Manager John Whitsell

Agenda Item Request

Discuss and provide staff direction on a possible July 4, 2026, city-wide celebration.

Background Information

The 250th anniversary of the signing of the Declaration of Independence will be July 4, 2026. Staff is asking for direction on if there is a desire to facilitate a city-wide celebration.

Attachments/Supporting Documentation

N/A

Budget/Financial Impact

N/A

Recommendation

No action, discussion only.

Motion



City of Lucas

City Council Agenda Request

April 3, 2025

Requester: City Manager John Whitsell

Agenda Item Request

Consider approving Resolution R 2025-04-00567, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, FORMALLY REQUESTING THE UNITED STATES POSTAL SERVICE TO ASSIGN A UNIQUE ZIP CODE TO THE CITY OF LUCAS TO IMPROVE MAIL DELIVERY, EMERGENCY RESPONSE, MUNICIPAL IDENTITY, AND RESIDENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Background Information

Mayor Kuykendall and City Manager John Whitsell have been working with the office of Congressman Keith Self to try and obtain a zip code for the City of Lucas. Initially, we were told that any request would probably be denied due to the lack of available codes left in the area. However, there may be some availability, and we have been told to start the process with the USPS. This resolution will show the Council's support in that request.

Attachments/Supporting Documentation

Resolution R 2025-04-00567

Budget/Financial Impact

N/A

Recommendation

Approve as presented.

Motion

I make a motion to approve/deny Resolution No. R 2025-04-00567



RESOLUTION NO. R 2025-04-00567
[Unique Zip Code Request]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, FORMALLY REQUESTING THE UNITED STATES POSTAL SERVICE TO ASSIGN A UNIQUE ZIP CODE TO THE CITY OF LUCAS TO IMPROVE MAIL DELIVERY, EMERGENCY RESPONSE, MUNICIPAL IDENTITY, AND RESIDENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lucas, Texas is a growing, incorporated community in Collin County with a distinct identity, local government, and defined city limits; and

WHEREAS, Lucas currently shares ZIP codes with surrounding cities, including Allen and Wylie, resulting in confusion in mail delivery, inaccurate address identification, and difficulty in differentiating municipal boundaries; and

WHEREAS, the sharing of ZIP codes has led to delayed or misdirected mail and packages, misallocation of sales and property tax revenues, complications in emergency response and dispatch services, and confusion for residents and businesses interacting with public and private service providers; and

WHEREAS, a unique ZIP code would promote the clear identification of the City of Lucas, enhance the provision of public safety and emergency services, ensure accurate delivery of mail and packages, and strengthen the city's identity and civic pride; and

WHEREAS, numerous other communities across the United States have been granted unique ZIP codes in response to similar needs and justifications; and

WHEREAS, the City Council of the City of Lucas supports and advocates for all reasonable measures to enhance service delivery, governmental efficiency, and the quality of life for its residents;

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

SECTION 1. The City of Lucas formally requests that the United States Postal Service assign a unique ZIP code to the City of Lucas, Texas, separate from those of neighboring municipalities.

SECTION 2. The City Manager is hereby authorized and directed to prepare and submit all necessary documentation to the United States Postal Service and to work with appropriate congressional and regional representatives in support of this request.

SECTION 3. The City Secretary is directed to forward a copy of this resolution to the United States Postal Service, the Postmaster General, the appropriate USPS regional officials, and any other relevant authorities.

SECTION 4. This resolution shall take effect immediately upon its adoption.

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

APPROVED:

Mayor, Dusty Kuykendall

ATTEST:

City Secretary, Toshia Kimball



City of Lucas

City Council Agenda Request

April 3, 2025

Item No. 08

Requestor: Mayor Dusty Kuykendall

Agenda Item Request

Executive Session: An Executive Session is not scheduled for this meeting.

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA



City of Lucas

City Council Agenda Request

April 3, 2025

Item No. 09

Requester: City Council

Agenda Item Request

Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Background Information

NA

Attachments/Supporting Documentation

NA

Budget/Financial Impact

NA

Recommendation

NA

Motion

NA