

CITY COUNCIL

MEETING AGENDA

JUNE 05, 2023, 6:00 PM



CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS

CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, the City Council will meet in a Closed Executive Session in Accordance with the Texas Government Code:

Section 551.072. DELIBERATION REGARDING REAL PROPERTY

For deliberations regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Michael Riley, Laura Riley, and J. Mike Riley Ranch Properties, LLC, (collectively the "Owner").

Section 551.071. CONSULTATION WITH ATTORNEY

For deliberations regarding legal (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Municipal Utility District No. 12 (MUD 12)

Section 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS;

This chapter does not require a governmental body to conduct an open meeting: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- 125 Bolivar Street, Sanger, TX 76262

RECONVENE INTO WORK SESSION

Reconvene into the Work Session. Any action deemed necessary as a result of Executive Session will be taken during the Regular Session.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

ADJOURN THE WORK SESSION

**The Regular Meeting will begin following the Work Session
but not earlier than 7:00 p.m.**

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

Mayoral proclamations, presentations of awards and certificates, and other acknowledgments of significant accomplishments or service to the community.

1. Honoring Mike Prater for his 25 years of service with the City of Sanger.

CONSENT AGENDA

All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Councilmember to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.

- [2.](#) Consideration and possible action on the minutes from the May 15, 2023, meeting.
- [3.](#) Consideration and possible action on the minutes from the May 16, 2023, meeting.
- [4.](#) Consideration and possible action on Ordinance 06-11-23, authorizing the termination of Campaign Treasurer appointments by the City Secretary of inactive candidates and inactive political committees.

ACTION ITEMS

- [5.](#) Consideration and possible action to electing a Mayor Pro-Tem in accordance with the Charter, Article III, City Council, Section 3.02.

6. Consideration and possible action on the Preliminary Plat of Belz Road Retail Addition being 129.25 acres, described as A1241A TIERWESTER. TR 56, TR 57, and TR 40 and generally located along Chapman Drive and I-35 approximately 234 feet west of the intersection of I-35 and Chapman Drive.
7. Consideration and possible action on a Professional Services Reimbursement Agreement with Triple T Farms LTD for reimbursement of expenses spent during consideration of a potential Public Improvement District and authorizing the City Manager to execute.
8. Consideration and possible action on the Final Plat of Palomino Bay Addition, being 54.34 acres, located in the City of Sanger's ETJ, and generally located on the west side of Jones Road approximately 782 feet north of the intersection of FM 1190 and Jones Road.

FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.

EXECUTIVE SESSION

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Section 551.072. DELIBERATION REGARDING REAL PROPERTY

For deliberations regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

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- 125 Bolivar Street, Sanger, TX 76262

RECONVENE INTO REGULAR SESSION

Reconvene into Regular session and take any action deemed necessary as a result of Executive Session.

ADJOURN

NOTE: The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on May 31, 2023, at 2:30 PM.

/s/Kelly Edwards
Kelly Edwards, City Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.



CITY COUNCIL COMMUNICATION

DATE: June 5, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the May 15, 2023, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the May 15, 2023, meeting.

ATTACHMENTS:

City Council minutes

CITY COUNCIL MEETING MINUTES

MAY 15, 2023, 7:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:00 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Director of Human Resources and Special Projects Jeriana Staton, Marketing and Civic Engagement Director Donna Green, and Director of Public Works Jim Bolz.

INVOCATION AND PLEDGE

Councilmember Dillon gave the Invocation. The Pledge of Allegiance was led by Councilmember Barrett.

CITIZENS COMMENTS

Sherry Knighten, 2311 Autumn Breeze, commented on plans for the Senior Citizen building and repairs that may be necessary.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

1. Honoring Mike Prater for his 25 years of service with the City of Sanger.

Mayor Muir stated Mr. Prater was not in attendance this evening.

2. Honoring Jonathan Perkins for his 20 years of service with the City of Sanger.

Mayor Muir read the proclamation honoring Jonathan Perkins for his years of service to the community.

REPORTS

3. Update on the City's brush program.

Director Bolz provided an overview and update regarding the brush program, providing the number of collections and budgeted costs.

Discussion ensued about the program, the number of requests for pick-up called in by residents versus the number of requests placed by staff.

4. Update on the rewrite of the Subdivision, Zoning, and Sign Codes to be presented by Antero Group.

Director Hammonds introduced Michael Schmitz.

Mr. Schmitz provided a presentation and overview of the group's progress regarding the rewrite.

Discussion ensued regarding attorney review, stakeholder's meeting, and advisory committee.

CONSENT AGENDA

5. Consideration and possible action on the minutes from the May 1, 2023, meeting.
6. Consideration and possible action on Ordinance No. 05-09-23, amending the budget for the 2022-2023 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date.
7. Consideration and possible action on a Master Agreement and Individual Project Order with Kimley Horn for the update to the Roadway Impact Fee Study, and authorize the City Manager to execute the agreements.

8. Consideration and possible action on authorizing staff to extend the contract for brush collection and disposal with Republic Services.

Motion to approve made by Councilmember Dillon, Seconded by Councilmember Gann.
Voting Yea: Councilmember Barrett, Councilmember Bilyeu, and Councilmember Chick.
Motion passed unanimously.

ACTION ITEMS

9. Consideration and possible action on Resolution No. 2023-08, authorizing publication of notice of intention to issue Certificates of Obligation, Series 2023B and Taxable Series 2023C and authorizing certain other matters relating thereto.

Director Gray provided an overview of the item.

Ted Christensen, Government Capital Securities Corporation, provided an overview of the process, the par amounts, allowing for flexibility, and the yield and taxable bonds.

Motion to approve made by Councilmember Dillon, Seconded by Councilmember Gann.
Voting Yea: Councilmember Barrett, Councilmember Bilyeu, and Councilmember Chick.
Voting Nay: none
Motion passed unanimously.

10. Consideration and possible action on Resolution No. 2023-09, declaring the City of Sanger's official intent to reimburse itself from proceeds of Certificates of Obligation to be issued for expenditures in the total amount of \$17,000,000 to purchase real property.

Director Gray provided an overview of the item.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.
Voting Yea: Councilmember Bilyeu, Councilmember Chick, and Councilmember Gann.
Voting Nay: none
Motion passed unanimously.

11. Consideration and possible action to award RFP-2023-03 to First Choice Christmas Lights LLC DBA First Choice Lights and authorize the City Manager to execute the agreement.

Director Green provided an overview of the item recommending the option to lease.

Discussion ensued regarding the plans for additional decorations in downtown.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.
Voting Yea: Councilmember Bilyeu, Councilmember Chick, and Councilmember Gann.
Motion passed unanimously.

12. Consideration and possible action on authorizing staff to issue a Request for Proposal (RFP-2023-06) for Insurance broker services.

Director Staton provided an overview of the item.

Discussion ensued regarding the amount budgeted for the administration of services.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Gann.

Voting Yea: Councilmember Bilyeu, Councilmember Chick, and Councilmember Dillon.
Motion passed unanimously.

13. Consideration and possible action on Resolution No. 2023-06 to adopt guidelines for Public Improvement Districts (PIDs).

City Manager Nobilt provided an overview of the item stating the PID committee had accepted the guidelines.

Discussion ensued regarding staff utilizing the guidelines as a tool to begin negotiations.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Voting Yea: Councilmember Chick, Councilmember Dillon, and Councilmember Gann.
Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Gann would like to learn if there are any exceptions for public events regarding Chapter 8, Consumption of Alcoholic Beverages on Public Property.

Councilmember Dillon would like staff to provide a list of projects and any impacts from the recent property purchase.

Councilmember Dillon would like staff to provide an update regarding the budgeted street rehabilitation projects.

Councilmember Dillon would like staff to provide an update regarding the Malouff Planned Development project.

INFORMATIONAL ITEMS

14. Atmos - Rider GCR - Rate Filing under Docket No. 10170 - April 26, 2023

15. Financial Statement February 2023

16. Disbursements Report March and April 2023

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:02 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: June 5, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the May 16, 2023, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the May 16, 2023, meeting.

ATTACHMENTS:

City Council minutes

CITY COUNCIL MEETING MINUTES

MAY 16, 2023, 12:00 PM



**CITY COUNCIL SPECIAL MEETING
HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS**

CALL THE SPECIAL MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the s meeting to order at 12:00 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Human Resources and Special Projects Jeriana Staton, and Marketing and Civic Engagement Director Donna Green.

CITIZENS COMMENTS

No one addressed the Council.

ACTION ITEMS

1. Consideration and possible action on Ordinance No. 05-10-23, Canvassing the results of a General Election held on May 6, 2023, for the purpose of electing candidates to the office of City Council. *(Consideración y posible acción sobre la Ordenanza No. 05-10-23, Sondeo de los resultados de una Elección General celebrada el 6 de mayo del 2023, con el propósito de elegir candidatos para el cargo de Concejo Municipal.)*

Mayor Muir read the item.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Chick.

Voting Yea: Councilmember Barrett, Councilmember Dillon, and Councilmember Gann.
Motion passed unanimously.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

2. Issue the Certificate of Election, Statement of Elected Official, and provide the Oath of Office to newly elected Officials. *(Emitir el Certificado de Elección, la Declaración del Funcionario Electo y proporcionar el Juramento del Cargo a los Funcionarios recién elegidos.)*

City Secretary provided the Oath of Office to Marissa Barrett, Dennis Dillon, and Victor Gann.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 12:05 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: June 5, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on Ordinance 06-11-23, authorizing the termination of Campaign Treasurer appointments by the City Secretary of inactive candidates and inactive political committees.

SUMMARY:

- Candidates and Office Holders are required to file campaign reports with the City Secretary. In some cases, Candidates and former Officer Holders choose not to file the Final Report. Although their account is no longer active, they are supposed to file a semi-annual report twice per year if they have not completed the Final Report.
- Chapter 254 of the Election Code provides for Campaign Finance reports. Section 254.065 provides filing a Final Report is necessary or the account(s) are deemed as open but inactive.
- Chapter 252, Section 252.0131 allows the City Council to adopt a process by which the City Secretary may terminate the campaign treasurer appointment of an inactive candidate.
 - Step two, the Council will consider the proposed termination in a regularly scheduled open meeting.
 - Step three, the City Secretary, notifies the affected candidate(s) that the appointment has been terminated and states in the notification the effective date of the termination, which is 30 days following the date of the meeting.

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the Ordinance adopting the process.

ATTACHMENTS:

Ordinance

CITY OF SANGER, TEXAS

ORDINANCE 06-11-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AUTHORIZING THE TERMINATION OF CAMPAIGN TREASURER APPOINTMENTS BY THE CITY SECRETARY OF INACTIVE CANDIDATES AND INACTIVE POLITICAL COMMITTEES, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, Section 252.0131 of the Texas Election Code provides that City Council may adopt a process by which the City Secretary of the political subdivision may terminate the campaign treasurer appointment of an inactive candidate or political committee that is required to file a campaign treasurer appointment with the City Secretary; and

WHEREAS, candidates for City Council and political committees are required to file a Campaign Treasurer Appointment; and

WHEREAS, the appointment of a Campaign Treasurer triggers the requirement to file semi-annual campaign finance reports; and

WHEREAS, the City Secretary is the local filing authority for said reports; and

WHEREAS, the City Council desires to adopt such a process as there are campaign treasurers that remain appointed for inactive candidates and political committees.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:

SECTION 1. That the City Council adopts a process by which the City Secretary may terminate the campaign treasurer appointment of an inactive candidate or political committee that is required to file a campaign treasurer appointment with the City Secretary.

Termination of Campaign Treasurer Appointments by the City Secretary

The City Secretary may terminate the campaign treasurer appointment of an inactive candidate or political committee.

- (a) For the purpose of this section, a candidate or political committee is defined as inactive if the candidate or committee:

- (1) has never filed or has ceased to file reports under Chapter 254 of the Texas Election Code; or
- (2) in the case of a candidate, has not been elected to an office for which a candidate is required to file a campaign treasurer appointment with the authority who is seeking to terminate the candidate's campaign treasurer appointment; and
- (3) has not filed:
 - (a) a final report under Section 254.065 or 254.125 of the Texas Election Code; or
 - (b) a dissolution report under Section 254.126 or 254.159 of the Texas Election Code.

Notice of Proposed Termination of Campaign Treasurer Appointment

- (a) Before the City Secretary may consider termination of a campaign treasurer appointment, the City Council must consider the proposed termination in a regularly scheduled open meeting.
- (b) The City Secretary must provide written notice to the affected candidate or committee at least 30 days before the date which the City Secretary will bring the matter before the City Council for approval, and the notice must include:
 - (1) The proposed termination of the candidate's or committee's campaign treasurer appointment;
 - (2) The date, time, and place of the meeting at which the City Council will consider the proposed termination; and
 - (3) The effect of termination of the candidate's or committee's campaign treasurer appointment.
- (c) The termination of a campaign treasurer appointment under this section shall take effect on the 30th day after the date of the meeting at which the City Council votes to terminate the appointment.
- (d) The City Secretary shall promptly notify the affected candidate or political committee that the appointment has been terminated, and the notice must state the effective date of the termination.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 5th day of June, 2023.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: June 5, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action to electing a Mayor Pro-Tem in accordance with the Charter, Article III, City Council, Section 3.02.

SUMMARY:

- In accordance with the Charter, Article III, City Council, Section 3.02, Mayor Pro-Tem –
 - The Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular meeting following either each regular city election or run-off election if such occurs.
 - Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and, in this capacity, shall have the rights conferred upon the Mayor.

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Elect a Mayor Pro-Tem

ATTACHMENTS:

None



CITY COUNCIL COMMUNICATION

DATE: June 5, 2023

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on the Preliminary Plat of Belz Road Retail Addition being 129.25 acres, described as A1241A TIERWESTER. TR 56, TR 57, and TR 40 and generally located along Chapman Drive and I-35 approximately 234 feet west of the intersection of I-35 and Chapman Drive.

SUMMARY:

- The development will consist of approximately 29.90 acres of single-family residential, 29.29 acres of build-to-rent, 33.04 acres of multi-family, 3.07 acres of self-storage, and 25.03 acres of commercial.
- The commercial will front along North Stemmons and Chapman Drive.
- There will be 582 multi-family units, 18 townhome units, and 12 duplex units.
- Single family will have 140 lots for sale, and 156 lots build to rent.
- The multi-family will have 24 private garages and 40 reserved carport spaces.
- The multi-family development will have a swimming pool, patio area, and other amenities.
- There will be a 3.07-acre self-storage area with some climate-controlled storage.
- Planning & Zoning recommended APPROVAL with the condition all comments are satisfied prior to City Council approval.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

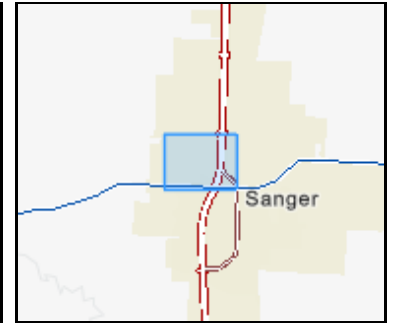
RECOMMENDED MOTION OR ACTION:

Staff recommends DENIAL based on the condition attached comments have not been satisfied.

ATTACHMENTS:

Location Map
 Preliminary Plat
 Application
 Letter of Intent
 Planning Comments
 Engineering Comments

Item 6.



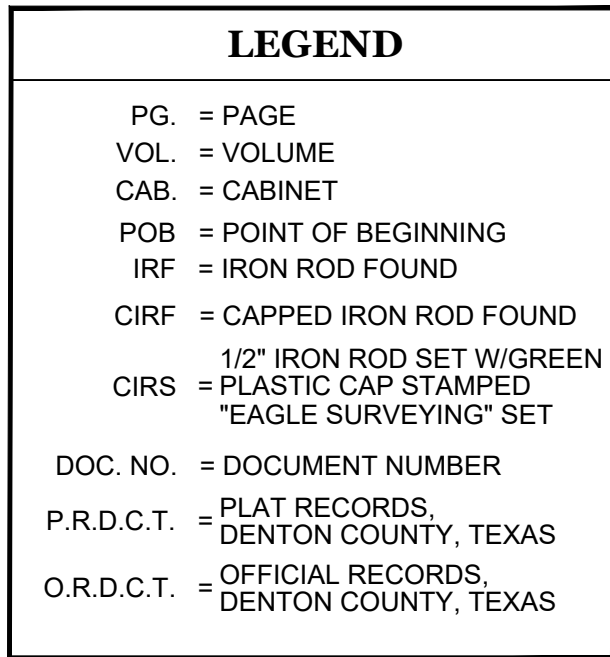
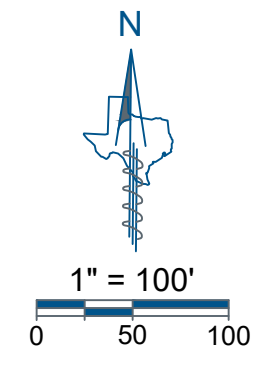
- 911 Addresses
- Development Permits
- Parcels

Floodplain

- Cross Section Location
- Base Flood Elevation
- FEMA Floodway
- Flood Grid
- FEMA 100yr Flood Zone A
- FEMA 100yr Flood Zone AE
- FEMA 500yr Flood Zone
- Levee Protected

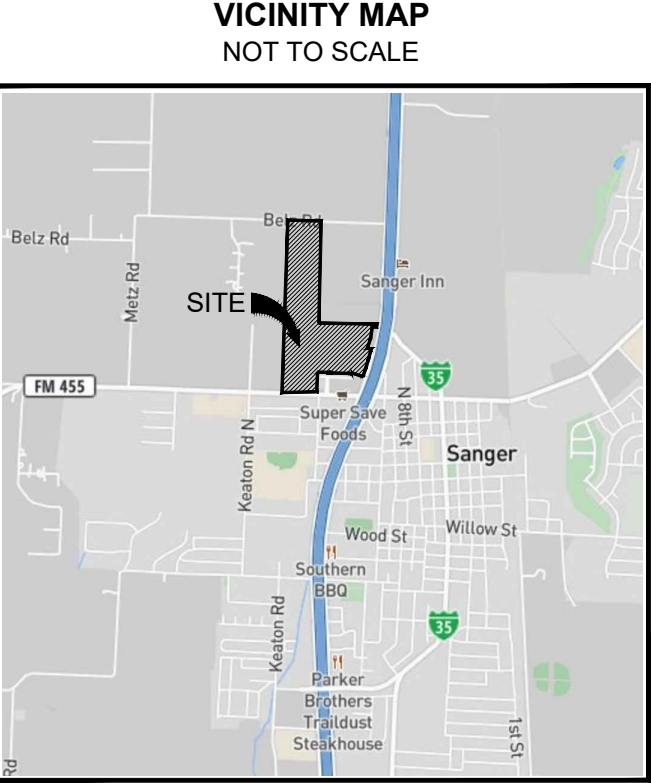
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.



HENRY TIERWESTER SURVEY, ABSTRACT No. 1241
CITY OF SANGER, DENTON COUNTY, TEXAS

<u>SURVEYOR</u>	<u>ENGINEER</u>	<u>OWNER</u>	<u>OWNER</u>
Eagle Surveying, LLC 222 S. Elm Street, Suite: 200 Denton, TX 76201 (817) 321-7620	Claymoore Engineering, Inc. 1903 Central Drive, Suite: 406 Bedford, TX 76021	John Porter Autos Sales, Inc. PO Box 178 Sanger, TX 76266	Pac Group, Ltd. PO Box 877 Sanger, TX 76266



LINE	BEARING	DISTANCE
L1	N 89°38'41" W	23.94'
L2	S 81°33'29" E	83.58'
L3	S 17°29'05" W	96.51'
L4	S 20°05'13" W	30.70'
L5	N 69°54'47" W	55.48'
L6	N 01°13'52" E	9.90'
L7	N 88°48'42" W	77.60'
L8	N 00°58'47" E	98.65'
L9	S 70°40'38" E	77.27'
L10	S 45°55'38" W	105.49'
L11	N 88°44'41" W	282.10'
L12	N 64°19'30" W	23.62'
L13	N 44°41'00" E	36.47'
L14	N 11°08'41" E	10.00'

LEGEND	
PG.	= PAGE
VOL.	= VOLUME
CAB.	= CABINET
POB	= POINT OF BEGINNING
IRF	= IRON ROD FOUND
CIRF	= CAPPED IRON ROD FOUND
	1/2" IRON ROD SET W/GREEN
CIRS	= PLASTIC CAP STAMPED "EAGLE SURVEYING" SET
DOC. NO.	= DOCUMENT NUMBER
P.R.D.C.T.	= PLAT RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	58.33'	5310.00'	0°37'46"	S 08°15'52" W	58.33'
C2	487.92'	5310.00'	5°15'53"	S 16°06'35" W	487.75'
C3	71.91'	982.00'	4°11'44"	N 80°57'11" W	71.89'
C4	195.59'	1108.00'	10°06'51"	N 83°54'44" W	195.34'
C5	986.68'	1322.70'	42°44'26"	N 25°02'52" W	963.97'
C6	462.88'	592.81'	44°44'14"	N 22°08'40" W	451.21'
C7	414.91'	532.81'	44°37'00"	S 22°09'39" E	404.50'
C8	1032.23'	1382.70'	42°46'24"	S 25°00'26" E	1008.43'
C9	268.88'	922.95'	16°41'32"	N 79°47'50" E	267.93'
C10	120.72'	608.75'	11°21'45"	N 85°21'24" E	120.52'
C11	241.06'	7327.89'	1°53'05"	N 18°04'19" E	241.04'
C12	242.30'	7336.13'	1°53'33"	N 15°49'38" E	242.29'

HENRY TIERWESTER SURVEY, ABSTRACT No. 1241
CITY OF SANGER, DENTON COUNTY, TEXAS

<u>SURVEYOR</u>	<u>ENGINEER</u>	<u>OWNER</u>	<u>OWNER</u>
Edge Surveying, LLC 2 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009	Claymore Engineering, Inc. 1903 Central Drive, Suite: 406 Bedford, TX 76021	John Porter Autos Sales, Inc. PO Box 178 Sanger, TX 76266	Pac Group, Ltd. PO Box 877 Sanger, TX 76266

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, **JOHN PORTER AUTO SALES, INC. and PAC GROUP, LTD.**, are the owners of a 129.25 acre tract or parcel of land situated in the Henry Tierwester Survey, Abstract Number 1241 in Denton County, Texas and being all of a called 26.385 acre tract of land conveyed to John Porter Auto Sales, Inc. by Warranty Deed of record in Volume 1330, Page 277 of the Official Records of Denton County, Texas, and all of a called 50 acre tract conveyed to Pac Group, Ltd. by Warranty Deed of record in Volume 4880, Page 2632 of the Official Records of Denton County, Texas, and all of a called 61.598 acre tract of land conveyed to Pac Group LTD by Warranty Deed of record in Volume 4759, Page 632 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a MAG nail found in the south right-of-way line of Belz Road (variable width right-of-way, being the northwest corner of a called 2.501 acre tract of land conveyed to Daniel Raymond Wolfe and Bianna Lynne Wolfe by Warranty Deed with Vendor's Lien of record in Document Number 2021-21494 of the Official Records of Denton County, Texas and the northeast corner of said 50 acre tract;

THENCE, S01°00'05"W, along the west lines of said 2.501 acre tract, a called 10.42 acre tract of land conveyed M&G Sanger Real Estate LLC by Special Warranty Deed or record in Document Number 2019-27076 of the Official Records of Denton County, Texas, a called 30.96 acre tract of land conveyed to Holt Texas LTD by Warranty Deed of record in Document Number 2013-71958 of the Official Records of Denton County, Texas, being the common east line of said 50 acre tract and said , passing at a distance of 20.20' a 1/2" iron rod found, passing at a distance of 655.80 feet a 3/8" iron rod found, being the southwest corner of said 2.501 acre tract, continuing a total distance of 1561.92 feet to a 1/2" iron rod found, being the southeast corner of said 50 acre tract the southwest corner of said 30.96 acre tract and the northwest corner of said 26.385 acre tract;

THENCE, S00°48'52"W, continuing along the west line of said 30.96 acre tract, being the common east line of said 61.598 acre tract,passing at a distance of 563.24 feet to a 1/2" iron rod found being the southwest corner of said 30.68 acre tract and the northwest corner of said 26.385 acre tract;

THENCE, S88°37'28"E, along the south line of said 30.96 acre tract, being the common north line of said 26.385 acre tract, a distance of 1122.76 feet to a 5/8" iron rod with pink plastic cap stamped "TXDOT" found in the west right-of-way line of Interstate Highway 35 (variable width right-of-way) and being the beginning of a non-tangent curve to the right, being the northwest corner of a called 0.0832 acre tract conveyed to the State of Texas by Judgement of Court in Absence of Objection of record in Document Number 2022-52683 of the Official Records of Denton County, Texas;

THENCE, in a southwesterly direction, along said non-tangent curve to the right and the west right-of-way line of Interstate Highway 35, having a radius of 5310.00 feet, a chord bearing of S08°15'52"W, a chord length of 58.33 feet, a delta angle of 00°37'46", an arc length of 58.33 feet to a 5/8" iron rod with pink plastic cap stamped "TXDOT" found at the end of said non-tangent curve to the right, being the southwest corner of said 0.0832 acre tract and the northeast corner of a tract of land conveyed to Eagle Farms Inc by General Warranty Deed of record in Document Number 2022-3692 of the Official Records of Denton County, Texas;

THENCE, along the common lines between said Eagle Farms tract and said 26.385 acre tract, the following two (2) courses and distances:
N89°38'41"W, a distance of 23.94 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the northwest corner of said Eagle Farms tract;
S08°57'38"W, a distance of 247.92 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the southwest corner of said Eagle Farms tract and the northwest corner of a tract of land conveyed to HartinTriangle Trust by Warranty Deed of record in Volume 2431, Page 17 of the Official Records of Denton County, Texas;

THENCE, S18°48'25"W, along the west line of said Hartin Triangle Trust tract, being the common east line of said 26.385 acre tract, a distance of 198.82 feet to a 1/2" iron rod found, being the southwest corner of said Hartin Triangle Trust tract and an interior ell corner of said 26.385 acre tract;

THENCE, S81°33'29"E, along the south line of said Hartin Triangle Trust tract and a called 0.0135 acre tract of land conveyed to the State of Texas by Deed of record in Document Number 2020-74514 of the Official Records of Denton County, Texas, being the common east line of said 26.385 acre tract, a distance of 41.31 feet a 5/8" iron rod with pink plastic cap stamped "TXDOT" found in the west right-of-way line of Interstate Highway 35 and the beginning of a non-tangent curve to the right, being the southwest corner of said State of Texas tract and the northwest corner of a called 0.5258 acre tract of land conveyed to the State of Texas by Deed of record in Document Number 2022-52683 of the Official Records of Denton County;

THENCE, along the west right-of-way line of said Interstate Highway 35 and the west line of said 0.5258 acre tract, being the common east line of said 26.385 acre tract, the following two (2) courses and distances:
In a southwesterly direction and along said non-tangent curve to the right, having a radius of 5310.00 feet, a chord bearing of S16°06'35"W, a chord length of 487.75 feet, a delta angle of 05°15'53", an arc length of 487.92 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the end of said non-tangent curve to the left;
S17°29'05"W, a distance of 96.51 feet to a 5/8" iron rod with pink plastic cap stamped "TXDOT" found, being the southwest corner of said 0.5258 acre tract, the northwest corner of a called 0.1483 acre tract of land conveyed to the State of Texas by Deed of record in Document Number 2020-44894 of the Official Records of Denton County, Texas and the northeast corner of Lot 1, Block A, Foodmaker Addition, an addition to the City of Sanger, Denton County, Texas, according to the plat recorded in Cabinet P, Page 105 of the Plat Records of Denton County, Texas;

THENCE, N70°40'52"W, along the north lines of said Lot 1, Block A of said Foodmaker Addition and an Access Driveway, Utility & Signage Easement recorded in Document Number 98-R0061221 of the Official Records of Denton County, Texas, being the common south line of said 26.385 acre tract, a distance of 196.80 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, S20°05'13"W, along the west line of said Access Driveway, Utility & Signage Easement, being the common south line of said 26.385 acre tract, a distance of 30.70 feet to an X-cut set, being the northeast corner of Lot 2, Block A, Porter Addition, an addition to the City of Sanger, Denton County, Texas, according to the plat recorded in Cabinet U, Page 76 of the Plat Records of Denton County, Texas;

THENCE, along the north line of said Block A, Porter Addition, being the common south line if said 26.385 acre tract, the following two (2) courses and distances:
1. N69°54'47"W, a distance of 55.48 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the northwest corner of said Lot 2 and the northeast corner of Lot 1, Block A of said Porter Addition;
2. N88°36'29"W, a distance of 419.32 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east right-of-way line of Sanger West Boulevard (50' right-of-way), being the northwest corner of said Lot 1;

THENCE, N01°13'52"E, along the east right-of-way line of said Sanger West Boulevard, being the common south line of said 26.385 acre tract, a distance of 9.80 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the intersection of the east right-of-way line of said Sanger West Boulevard and the north right-of-way line of Exchange Drive (50' right-of-way);

THENCE, N88°21'17"W, along the north right-of-way line of Exchange Drive, being the common south line of said 26.385 acre tract, a distance of 221.87 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east line of said 61.598 acre tract, being the northwest terminus of said Exchange drive, being the southwest corner of said 26.385 acre tract;

THENCE, S01°26'23"W, along the west terminus of said Exchange Drive, the west line of Lot 1, Block A, Sanger Exchange West, Section One, an addition to the City of Sanger, Denton County, Texas, according to the plat recorded in Cabient E, Page 280 of the Plat Records of Denton County, Texas, being the common east line of said 61.598 acre tract, a distance of 180.60 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the north line of Lot 1R, Block 1, an addition to the City of Sanger, Denton County, Texas, according to the plat recorded in Document Number 2020-71 of the Plat Records of Denton County, Texas, being the southwest corner of said Lot 1;

THENCE, N88°48'42"W, along the north line of said Lot 1R, being the common south east line of said 61.598 acre tract, a distance of 77.60 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the northwest corner of said Lot 8;

THENCE, S01°24'37"W, along the west line of said Lot 1R, a distance of 145.59 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the north right-of-way line of F.M. Highway 455 (variable width right-of-way) and the beginning of a non-tangent curve to the right, being the southwest corner of said Lot 1R and the northwest corner of a called 2.0308 acre tract of land conveyed to the State of Texas by Judgement of record in Document Number 2021-67745 of the Official Records of Denton County, Texas;

THENCE, along the north right-of-way line of said F.M. Road 455, the following four (4) courses and distances:
1. In a northwesterly direction and along said non-tangent curve to the right, having a radius of 982.00 feet, a chord bearing of N80°57'11"W, a chord length of 71.89 feet, a delta angle of 04°11'44", an arc length of 71.91 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the end of said non-tangent curve to the right;
2. N11°08'41"E, a distance of 10.00 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the beginning of a non-tangent curve to the left;
3. In a northwesterly direction and along said non-tangent curve to the left, having a radius of 1108.00 feet, a chord bearing of N83°54'44"W, a chord length of 195.34 feet, a delta angle of 10°06'51", an arc length of 195.59 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the end of said non-tangent curve to the left;
4. N88°58'10"W, a distance of 1043.68 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east line of a called 95 acre tract of land described as Tract 2, conveyed to Jackson Jay Marshall and Joseph William Marshall by Deed or record in Document Number 2013-133569 of the Official Records of Denton County, Texas;

THENCE, N00°58'47"E, along the east line of said 95 acre tract, being the common west line of said 61.598 acre tract, a distance of 657.79 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the southwest corner of a called 1.86 acre tract of land conveyed to John W. Porter by Warranty Deed of record in Document Number 96R0026290 of the Official Records of Denton County, Texas;

THENCE, along the common lines between said 1.86 acre tract and said 61.598 acre tract, the following three (3) courses and distances:
1. S89°01'13"E, a distance of 270.00 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the southeast corner of said 1.86 acre tract;
2. N00°58'47"E, a distance of 300.00 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the northeast corner of said 1.86 acre tract;
3. N89°01'13"W, a distance of 270.00 feet to a 100D nail found in the east line of said 95 acre tract, being the northwest corner of said 1.86 acre tract;

THENCE, N00°58'47"E, along the east line of said 95 acre tract, being the common east corner of said 61.598, a distance of 98.65 feet to a 1/2" iron rod with orange plastic cap stamped "KAZ" found, being the southwest corner of a called 2.00 acre tract of land conveyed to the City of Sanger by Warranty Deed of record in Document Number 2015-146437 of the Official Records of Denton County, Texas;

THENCE, along the common lines between said 2.00 acre tract and said 61.598 acre tract, the following three (3) courses and distances:
1. S88°56'57"E, a distance of 269.84 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the southeast corner of said 2.00 acre tract;
2. N01°03'03"E, a distance of 322.56 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set, being the northeast corner of said 2.00 acre tract;
3. N88°56'57"W, a distance of 270.24 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the east line of a called 5 acre tract conveyed to Albert W. Kieth per will (no record found, being the northwest corner of said 2.00 acre tract;

THENCE, N00°58'47"E, along the east lines of said 5 acre tract (no record found) and Meadow Lands Addition, an addition to the City of Sanger, Denton County, Texas according to the plat recorded in Cabinet F, Page 80 of the Plat Records of Denton County, Texas, being the common west lines of said 61.598 acre tract and said 50 acre tract, a distance of 2048.28 feet to a 1/2" iron rod found in the south right-of-way line of said Belz Road, being the northwest corner of said 50 acre tract;

THENCE, S88°32'48"E, along the south right-of-way line of Belz Road, being the common north line of said 50 acre tract, a distance of 1394.87 feet to the **POINT OF BEGINNING**, containing 129.25 acre or 5,629,989 square feet, more or less.

OWNER'S CERTIFICAT & DEDICATION, continued

STATE OF TEXAS §
COUNTY OF DENTON §

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **JOHN PORTER AUTO SALES, INC.**, does hereby adopt this plat, designating herein described property as **BELZ ROAD RETAIL ADDITION**, an addition to the City of Sanger, Denton County, Texas, and does hereby dedicate to public use all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the drainage and utility easements as shown. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: **JOHN PORTER AUTO SALES, INC.**

BY: _____ Date _____

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2023.

Notary Public in and for the State of Texas

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **PAC GROUP, LTD.**, does hereby adopt this plat, designating herein described property as **BELZ ROAD RETAIL ADDITION**, an addition to the City of Sanger, Denton County, Texas, and does hereby dedicate to public use forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the drainage and utility easements as shown. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: **PAC GROUP, LTD**

BY: _____ Date _____

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2022.

Notary Public in and for the State of Texas

APPROVED AND ACCEPTED	
CITY OF SANGER DENTON COUNTY, TEXAS	
_____ Thomas Muir Mayor, City of Sanger, Texas	_____ Date
ATTEST:	
_____ Cheryl Price, City Secretary City of Sanger, Tx	_____ Date

PRELIMINARY PLAT
**BELZ ROAD RETAIL
ADDITION**
LOTS 1-10, BLOCK A
LOTS 1X AND 1-2, BLOCK B
129.25 ACRES

HENRY TIERWESTER SURVEY, ABSTRACT No. 1241
CITY OF SANGER, DENTON COUNTY, TEXAS

SURVEYOR Eagle Surveying, LLC 222 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009	ENGINEER Claymoore Engineering, Inc. 1903 Central Drive, Suite: 406 Bedford, TX 76021	OWNER John Porter Autos Sales, Inc. PO Box 178 Sanger, TX 76266	OWNER Pac Group, Ltd. PO Box 877 Sanger, TX 76266
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Project 2108.092-04	 EAGLE SURVEYING, LLC 222 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009 TX Firm #10194177
Date 03/08/2023	
Drafter EN	



201 Bolivar Street/PO Box 1729 • Sanger, TX 76266
940-458-2059 (office) www.sangertexas.org

SUBDIVISION APPLICATION

☒

Preliminary
Plat Minor
Plat

☐

Final
Plat/Replat
Amended Plat

☐

Vacating Plat
Conveyance
Plat

Applicant

Owner (if different from applicant)

Name: DREW DONOSKY	Name:
Company: CLAYMOORE ENGINEERING	Company: PAC GROUP LTD
Address: 1903 CENTRAL DRIVE, SUITE 406	Address: 1809 HINKLE DR STE 100
City, State, Zip: BEDFORD, TX 76021	City, State, Zip: DENTON, TX 76201-17
Phone: 817-281-0572	Phone:
Fax:	Fax:
Email: DREW@CLAYMOOREENG.COM	Email:

Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: ___/___/___)
<input checked="" type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input checked="" type="checkbox"/>	Letter of Intent
<input checked="" type="checkbox"/>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<input checked="" type="checkbox"/>	Application Form (Signed by Owner)
<input checked="" type="checkbox"/>	Applicable Plat Checklist (Completed)
<input checked="" type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input checked="" type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): 56482

Ann P. Andrews
Owner's Signature

3/8/2023
Date

Drew Donosky
Applicant's Signature

2/27/2023
Date

Office Use: Reviewed by Director of Development Services ___/___/___



201 Bolivar Street/PO Box 1729 • Sanger, TX 76266
940-458-2059 (office) www.sangertexas.org

SUBDIVISION APPLICATION

☒

Preliminary
Plat Minor
Plat

☐

Final
Plat/Replat
Amended Plat

☐

Vacating Plat
Conveyance
Plat

Applicant

Owner (if different from applicant)

Name: DREW DONOSKY	Name:
Company: CLAYMOORE ENGINEERING	Company: JOHN PORTER AUTO SALES INC
Address: 1903 CENTRAL DRIVE, SUITE 406	Address 1809 HINKLE DR # 100
City, State, Zip: BEDFORD, TX 76021	City, State, Zip: DENTON, TX 76201-1768
Phone 817.281.0572	Phone:
Fax:	Fax:
Email: DREW@CLAYMOOREENG.COM	Email:

Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: ___/___/___)
<input checked="" type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
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<input checked="" type="checkbox"/>	Application Form (Signed by Owner)
<input checked="" type="checkbox"/>	Applicable Plat Checklist (Completed)
<input checked="" type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input checked="" type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): 56479

Ann P. Andrews
Owner's Signature

3/8/2023
Date

Drew Donosky
Applicant's Signature

2/27/23
Date

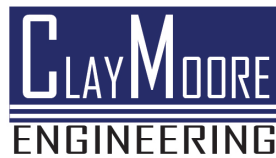
Office Use: Reviewed by Director of Development Services / /

City of Sanger
201 Bolivar / P.O Box 1729
Sanger, TX 76266

940-458-2059 (office)

www.sangertexas.org

Effective Date: 02/11/2020



March 6, 2023

Ms. Ramie Hammonds
Development Services
City of Sanger
PO Box 1729
Sanger, TX 76266

Re: Preliminary Plat Submittal
Malouf Sanger
Letter of Intent

Dear Ms. Hammonds,

Please let this letter serve as the Letter of Intent for the preliminary plat submittal associated with the proposed office condo located at the corner of Chapman Road and I-35. The Preliminary Plat is associated with a multi-phase project that will include single family, single family for rent, multi-family and commercial developments.

Should you have any questions, please feel free to contact me.

Sincerely,

Claymoore Engineering, Inc.
1903 Central Drive Ste. 406
Bedford, TX 76021
817-281-0572

A handwritten signature in blue ink that reads "Drew Donosky". The signature is written in a cursive, flowing style.

Drew Donosky, P.E.



DATE: 03/27/2023

1st REVIEW COMMENTS – Preliminary Plat (I-35 and Chapman Dr Malouf)

The request is for a Preliminary Plat of Belz Road Retail Addition, being approximately 129.25 acres in the HENRY TIERWESTER SURVEY, ABSTRACT No. 1241, prepared by Eagle Surveying, LLC submitted on 03/15/2023. Below are the comments that should be addressed before City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

Planning

Provide the following

1. The total number of lots and HOA/Open space lots to include all single family for sale lots.
2. Show the right of way acreage to be dedicated
3. Show the location, widths, and names of all existing or platted streets or other public areas, parks, railroads, right-of-way, easement, and other important features such as abstract lines, political subdivision or corporation lines, school district boundaries.
4. Show existing sewer main, water mains, drainage culverts, or other underground structures with the tract and immediately adjacent thereto with pipe sizes, grades, locations, and dimensions indicated
5. Contours with intervals of two feet (2') or less, referred to mean sea level datum. In areas with relatively flat terrain, supplementary contours shall be shown so that the average horizontal distance between said lines does not exceed two hundred feet (200').
6. Show the location of existing fire hydrants and fire lanes.
7. Show the layout, names, and widths (from centerline to edge as well as from edge to edge) of the proposed streets, fire lanes, drives, alleys, and easements.
8. Show the length and radii of all streets, drives, and alleys.
9. The acreage or square foot of right-of-way dedicated should be shown on the plat, including corner clips and deceleration/turn lanes.
10. Show the lot and block numbers (lot numbers should be numbers; block numbers are letters), square footage, and other descriptions according to the real estate records of the city or county auditor and recorder; also, the designation of the proposed uses of land within the subdivision.
11. Show all parcels of land intended to be dedicated for public use or reserved in the deeds for the use of all property owner(s) in the proposed subdivision, together with the purpose or limitations of such reservations.
12. Show the locations of proposed fire hydrants.
13. Show the UPSP Postmaster-approved location of cluster mailboxes.
14. Show the proposed building lines with square footage and proposed use.
15. In table show listing of the lots with square footage, and the associated lot widths at the front building line.



16. In table show square footage of total building footprint and of each land use (if known).
17. In table show the number of required and provided parking spaces
18. In table show the required and provided total landscaped area and front yard landscaped area.
19. Show the existing and proposed FEMA 100-year floodplain boundaries and elevation. Include minimum finished floor elevations (minimum 2 feet about the 100-year elevation) of all lots adjacent to the floodplain. If the site does not contain a floodplain, note that: "No 100-year floodplain exists on the site." A Floodplain reclamation study will be required with the final plat.
20. Amend the approval block to match the checklist.

Informational Comments

1. The property is within the City of Sanger.
2. The Preliminary Plat will be scheduled for Planning and Zoning (P&Z) Commission meeting on Monday, April 10, 2023, and the City Council meeting on Monday, May 1, 2023.



March 31, 2023
AVO 37449.005

Ms. Ramie Hammonds
Development Services Director/Building Official
City of Sanger
201 Bolivar Street
P.O. Box 1729
Sanger, Texas 76266

Re: Sanger Malouf Development Drainage Study/Downstream Assessment -Review #1

Dear Ms. Hammonds,

Halff Associates, Inc. was requested by the City of Sanger to review the preliminary plat for the Sanger Malouf development. The submittal was prepared by Eagle Surveying, LLC and is dated March 8, 2023. Plans to support the preliminary plat were prepared by Clay Moore Engineering and was received on March 17, 2023.

We have completed our review and offer the following comments:

General Comments

1. Please address comments on attached markups and provide annotated responses on markups. Please note, not all comments are written on letter since some comments are easier to show and explain on the markups. Please annotate markup with responses.
2. Please note preliminary plat will not be approved until civil drawings and drainage have been accepted.

Preliminary Plat (1 of 3)

1. Show existing road, its centerline and adjacent property lines. Belz Road is minor arterial with 90' ROW. This plat will need to provide a 45' ROW dedication from the centerline of the existing road. 10.105(1)(H)
2. Show setback lines for each Lot according to the type of development. 10.104(C)(11)(G)
3. Right of way widths need to be shown. 10.104(C)(10)(B) and 10.104(C)(11)(A)
4. Drainage and Utility Easements need to be shown, dimensioned and labeled. 10.104(C)(11)(A)
5. Per Chapter 10 of Subdivision Regulations provide the following:
 - 1) Right of Way acreage that is dedicated. 10.104(C)(11)(D)
 - 2) The location, widths and names of all existing or platted streets or other public ways within or adjacent to the tract, parks, existing permanent structures, land dedicated within or contiguous to the subject property, railroads, rights-of-way, easements, and other

Ms. Ramie Hammonds
March 31, 2023
Page 2 of 2

- important features, such as abstract lines, political subdivision or corporation lines, and school district boundaries. 10.104(C)(10)(B)
- 3) The layout, names, and widths (from centerline to both edges as well as from edge to edge) of the proposed streets, fire lanes, drives, alleys and easements. 10.104(C)(11)(A)

Preliminary Plat (2 of 3)

1. Call and show all existing easements. Provide document number. 10.104(C)(10)(B)
2. Show, label and dimension all proposed easements. 10.104(C)(11)(F)
3. Show existing road, its centerline and adjacent property lines. 10.104(C)(10)(B)
4. Call out, show and dimension all existing easements. Provide document number. 10.104(C)(10)(B)

Preliminary Plat (2 of 3)

1. Distance does not match table.

The Surveyor shall revise the plans in accordance with the above comments and/or provide a written response that addresses each comment. If you have any questions or need additional information, please do not hesitate to call me at (817) 764-7480.

Sincerely,

HALFF

Firm No. 0312



Steven D. Templer P.E.
Review Consultant for the City of Sanger

Attachments: Plans markups



CITY COUNCIL COMMUNICATION

DATE: June 5, 2023

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on a Professional Services Reimbursement Agreement with Triple T Farms LTD for reimbursement of expenses spent during consideration of a potential Public Improvement District and authorizing the City Manager to execute.

SUMMARY:

- Palomino Bay is requesting consideration of a Potential PID for a track of land located in the City of Sanger ETJ.
- The potential site is approximately 356.51 acres and located east of Union Hill Road.
- The property is adjacent the Core of Engineer land.
- This item will give the City Manager the authority to execute the Professional Services Reimbursement Master Agreement.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS

Professional Services Reimbursement Agreement

Location Map

Survey

Legal Description

PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

This Professional Services Reimbursement Agreement (this "Agreement"), effective as of the ___ day of _____, 2023 (the "Effective Date"), is made and entered into by and between The **CITY OF SANGER, TEXAS** (the "City") and **HWY 377 PARTNERS LTD. and TRIPLE T FARMS LTD.** (the "Developer"), herein collectively referred to as ("Party" or "Parties").

WHEREAS, the Developer owns approximately 356 acres of land (the "Property") in the extraterritorial jurisdiction of the City that the Developer desires to develop, further described in **Exhibit A** hereto; and

WHEREAS, the Parties have determined that the financing of a portion of the costs of the public improvements necessary for the development of the Property, can be achieved by means of Chapter 372, Texas Local Government Code, as amended, entitled the Public Improvement District Assessment Act ("PID Act"); and

WHEREAS, the Developer desires to develop the Property in the City's corporate limits pursuant to a development agreement authorized by Section 212.172, Texas Local Government Code, and intends to file a petition with the City for creation of a Public Improvement District encompassing the Property ("PID") under the PID Act; and

WHEREAS, the Parties desire to enter into an ETJ development agreement pursuant to Section 212.172, Texas Local Government Code that addresses the creation of the PID and levy of assessments on the Property, the release of certain ETJ land by City of Denton, and the annexation and zoning of the Property, and the Parties recognize that the City will incur reasonable and necessary consultant expenses through this entitlement process until the development agreement has been approved and collection of the first annual installment of PID assessments associated with the Property ("City Expenses") including but not limited to: professional services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, and special consultant fees; and

WHEREAS, the Developer hereby agrees to pay for reasonable and necessary professional services provided by the consultants listed on **Exhibit B** and by additional consultants approved in writing by the Developer (collectively, the "City Consultants").

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Payment for Professional Services.** The Developer shall deposit with the City \$50,000.00 (the "Initial Deposit") for payment of City Expenses, which may include the review and creation of the PID documents, proposed development submittals, alternative development financing options, municipal service, and entitlement matters within fifteen (15) days of Effective Date.

- (a) The City agrees to hold all Developer's contributions in a separate fund, or as a separate line item, maintained by the City which may only be used for reasonable and necessary City Expenses, as defined herein.
- (b) The City will pay City Expenses out of the amount deposited with the City and keep accounting of all charges for City Expenses, which shall be available for review by Developer, and any unused contributions shall be returned to the Developer.
- (c) The City will submit copies of all monthly invoices, except for legal invoices that may include redactions for privileged information, to the Developer showing amounts paid for reasonable and necessary City Expenses for any City Consultant fees via regular or electronic mail. Legal invoices will contain redactions for privileged information. If the Developer objects to any portion of an invoice, the City staff, the Developer, and the City Consultant shall attempt to resolve the dispute within a reasonable period of time; however, if the dispute cannot be timely resolved, the payment of the disputed amounts shall be resolved by the City Manager of the City.
- (d) After any monthly City Consultant fees have been paid for reasonable and necessary City Expenses, the City Consultants shall not be paid for the same City Expenses through any additional invoices or through PID bond proceeds.
- (e) The Developer may be reimbursed for City Consultant fees paid in accordance with this Agreement and the PID Act.
- (f) Developer agrees that in the event the Initial Deposit for City Expenses balance falls below \$5,000.00 and upon notice by regular or electronic mail from the City, then Developer shall remit an additional amount of not less than \$10,000.00 within 10 days of receipt of such notice.
- (g) In the event the balance for City Expenses is exhausted, upon notice by regular or electronic mail from the City, Developer shall pay the balance owed in full within 10 days in addition to the remittance of the additional funds as provided above.
- (h) In the instance that deposits of additional funds are not timely made, the City has no obligation to incur any additional City Expenses.
- (i) Failure of Developer to meet its obligations above may result in the suspension or revocation of work on the agreements, the PID and any active development permits.

2. **No Obligation to Establish PID.** The Developer acknowledges that the City has no obligation to approve a development agreement, establish the PID or to issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. The Developer's obligation to pay the City Expenses shall exist and continue independent of whether the PID or bonds or other indebtedness are approved.

This Agreement shall confer no vested rights or development rights on the Property or to the Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development in the Property.

3. **Termination.** Either Party may terminate this Agreement for any reason or for no reason upon providing ninety days (90) written notice of termination to the other Party. Termination of this Agreement shall be the sole and exclusive remedy for the Developer. The City shall be entitled to pay for the City Expenses incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly (and in no case more than 30 days following the date of termination) refunded to the Developer. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Developer in the event of a termination shall survive any termination of this Agreement, and the Developer does not release or discharge its right to such excess funds. Notwithstanding the foregoing, this Agreement shall automatically terminate upon the collection of the first annual installment of PID assessments associated with the Property if this Agreement is still in effect at such time.

4.E **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5. **Amendment.** This Agreement may only be amended, altered or revoked by written instrument executed by the Parties.

6. **Successors and Assigns.** Neither City nor Developer may assign or transfer their interest in the Agreement without prior written consent of the other Party.

7. **Notice.** Any notice and/or statement regarding the termination of this agreement is required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

To the City:

Attn: John Noblitt, City Manager
City of Sanger, Texas
502 Elm Street
Sanger, Texas 76266

To the Developer:

Triple T Farms
Clint Baker
Westwood Real Estate Development
1000 Texan Trail, Suite 200
Grapevine, TX 76051

With a copy to:

Hugh Coleman, City Attorney
City of Sanger, Texas

502 Elm Street
Sanger, Texas 76266

Melissa Lindelow
Shupe Ventura
9406 Biscayne Blvd.
Dallas, TX 75218

8. **Interpretation.** Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

9. **Applicable Law.** This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in Denton County, Texas.

10. **Severability.** In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or 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.

11. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED the _____ day of _____, 2023.

CITY OF SANGER, TEXAS

CITY OF SANGER, TEXAS

John Noblitt, City Manager

Thomas E. Muir, Mayor

CITY OF SANGER, TEXAS

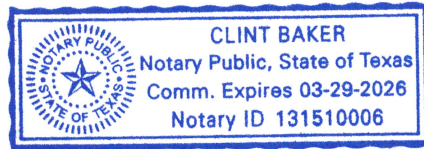
Hugh Coleman, City Attorney

DEVELOPER:**HWY 377 PARTNERS LTD.**By: [Signature]Name: Gary HazlewoodTitle: OwnerSTATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Gary Hazlewood of Hwy 377 Partners, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May,
2023.

SEAL



[Signature]
Notary Public State of _____

DEVELOPER:**TRIPLE T FARMS LTD.** By:By: [Signature]Name: Gary HazlewoodTitle: owner

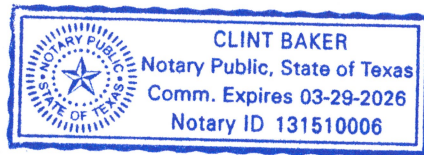
STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared Gary Hazlewood of Triple T Farms, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed, in the capacity therein stated and as the act and deed of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of May, 2023.

SEAL



A handwritten signature in blue ink, appearing to be "Clint Baker", written over a horizontal line.

Notary Public State of _____

Exhibit "A"
Legal Description of the Property

FIELD NOTES DESCRIPTION:

BEING all of that certain lot, tract or parcel of land situated in the J. Morton Survey, Abstract No. 792, the R. Beebee Survey, Abstract No. 29 and the E. Rogers Survey, Abstract No. 1100, in Denton County, Texas, and being all of that certain called "TRACT 3" of four tracts of land described in a deed to Sandfield Limited Partnership, as recorded in County Clerk's File No. 94-R0050984, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being all of that certain tract of land described in a deed to Triple "T" Farms, Ltd., as recorded in Instrument No. 2007-57890, R.P.R.D.C.T., and being a part of that certain tract of land described in a deed to HWY 377 Partners, Ltd., as recorded in Instrument No. 2005-128287, R.P.R.D.C.T., and being more particularly described as follows:

COMMENCING at a MAG nail found in asphalt for the easternmost southeast corner of said HWY 377 Partners, Ltd. tract, same being within a north-south running public road commonly known as "Jones Road", same being the northeast corner of a tract of land described in a deed to Mary Phyllis Monk as recorded in Instrument No. 2016-163779, R.P.R.D.C.T.;

THENCE North 88 degrees 27 minutes 34 seconds West, with the line common to said HWY 377 Partners, Ltd. and Monk tracts, passing the northernmost northeast corner of a tract of land described in a deed to Ross McNeill and Janet Hollingsworth, as recorded in Instrument No. 2020-212555, R.P.R.D.C.T., continuing on said course for a total distance of 466.92 feet to a capped 1/2 inch iron rod, stamped "RPLS 4857", found for corner;

THENCE North 88 degrees 27 minutes 46 seconds West, continuing with the south line of said HWY 377 Partners, Ltd. and the north line of said McNeill and Hollingsworth tract, passing the northeast corner of tracts of land described in deeds to Joe Don Pirkle, as recorded in Instrument No. 2020-134888, R.P.R.D.C.T., Miracle 6, LLC, as recorded in Instrument No. 2020-134890, R.P.R.D.C.T. and BITS1986, LLC, as recorded in Instrument No. 2021-162634, R.P.R.D.C.T., and continuing on said course for a total distance of 2495.64 feet to a capped 1/2 inch iron rod, stamped "KAZ", found for the easternmost southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE North 88 degrees 17 minutes 44 seconds West, continuing with the south line of said HWY 377 Partners, Ltd. tract and the north line of said BITS1986, LLC tract, passing the northeast corner of a tract of land described in a deed to Won-Young Kim and Young Soo Lee, as recorded in Instrument No. 2021-158059, R.P.R.D.C.T., continuing on said course for a total distance of 1272.98 feet to a 5/8 inch iron rod found for corner;

THENCE South 00 degrees 29 minutes 43 seconds West, continuing with the line common to said HWY 377 Partners, Ltd. and Kim and Lee tracts, a distance of 231.69 feet to a 10

inch wood post found for corner, same being the northeast corner of said Sandfield Limited Partnership TRACT 3;

THENCE South 00 degrees 59 minutes 34 seconds West, with the line common to said TRACT 3 and Kim and Lee tracts, a distance of 1427.24 feet to a 3/8 inch iron rod found for corner, same being the northeast corner of said Triple "T" Farms, Ltd. tract;

THENCE South 01 degrees 13 minutes 13 seconds West, with the line common to said Triple "T" Farms, Ltd. and Kim and Lee tracts, passing the northwest corner of a tract of land described in a deed to Jose Garcia and Norma Mancilla, as recorded in Instrument No. 2020-206399, R.P.R.D.C.T., continuing on said course for a total distance of 1102.97 feet to a 1/2 inch iron rod with cap found in the apparent northwest line of Farm to Market Road 1190;

THENCE South 65 degrees 58 minutes 33 seconds West, with the line common to said Triple "T" Farms, Ltd. and Farm to Market Road 1190, a distance of 856.08 feet to a 1/2 inch iron rod with cap found for corner, same being the southeast corner of a tract of land described in a deed to David E. Duran, as recorded in Instrument No. 2007-29497, R.P.R.D.C.T.;

THENCE North 01 degrees 05 minutes 02 seconds East, with the line common to said Triple "T" Farms, Ltd. and Duran tracts, a distance of 1512.32 feet to a 2 inch iron pipe found for corner, same being in the south line of said TRACT 3;

THENCE with the line common to said TRACT 3 and Duran tracts, the following six (6) courses and distances:

- 1) North 85 degrees 41 minutes 52 seconds West, a distance of 294.90 feet to a 2 inch iron pipe found for corner;
- 2) South 67 degrees 01 minutes 21 seconds West, a distance of 122.01 feet to a 2 inch iron pipe found for corner;
- 3) South 04 degrees 50 minutes 48 seconds West, a distance of 320.86 feet to a 2 inch iron pipe found for corner;
- 4) South 37 degrees 54 minutes 24 seconds West, a distance of 196.79 feet to a 2 inch iron pipe found for corner;
- 5) South 06 degrees 56 minutes 14 seconds West, a distance of 414.83 feet to a capped 1/2 inch iron rod, stamped "KAZ" set for corner;
- 6) North 86 degrees 09 minutes 32 seconds West, a distance of 129.07 feet to a 3 inch iron pipe found for corner, same being the northeast corner of a tract of land described in a deed to Donald M. Freeman, as recorded in Volume 1985, Page 8440, R.P.R.D.C.T.;

THENCE North 85 degrees 20 minutes 30 seconds West, with the line common to said TRACT 3 and Freeman tracts, passing the northeast corner of the L. L. & T. Addition, an Addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet E, Page 174, of the Plat Records of Denton County, Texas (P.R.D.C.T.), continuing on said course for a total distance of 488.60 feet to a 1/2 inch iron rod found for corner, same being the northeast corner of a tract of land described in a deed to Barry Harkin and Lorraine Harkin, as recorded in Instrument No. 2020-58486, R.P.R.D.C.T.;

THENCE North 85 degrees 22 minutes 24 seconds West, with the line common to said TRACT 3 and Harkin tracts, a distance of 106.06 feet to a 3/8 inch iron rod found for corner, same being the northeast corner of a tract of land described in a deed to J. Young Land and Cattle, Ltd., as recorded in Instrument No. 2013-1410, R.P.R.D.C.T.;

Thence North 85 degrees 48 minutes 37 seconds West, with the line common to said TRACT 3 and J. Young Land and Cattle, Ltd. tracts, a distance of 346.24 feet to a 2 inch iron pipe found for corner, same being the northeast corner of a tract of land described in a deed to Lonnie Pennington and wife, Mary Pennington, as recorded in Volume 1390, Page 228, R.P.R.D.C.T.;

THENCE North 85 degrees 25 minutes 27 seconds West, with the line common to said TRACT 3 and Pennington tracts, a distance of 690.49 feet to a MAG nail set in asphalt for corner within a north-south running road commonly known as "Union Hill Road";

THENCE North 00 degrees 49 minutes 34 seconds East, with the west line of said TRACT 3 and within said Union Hill Road, a distance of 2239.76 feet to a MAG nail set in asphalt for corner, same being the southwest corner of a tract of land described in a deed to Marvin Perkins and wife, Jackie Perkins, as recorded in Volume 972, Page 875, R.P.R.D.C.T.;

THENCE South 88 degrees 10 minutes 48 seconds East, with the line common to said TRACT 3 and Perkins tracts, passing the southwest corner of Block One of Muir Switzer Addition, an Addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet M, Page 75, P.R.D.C.T., continuing on said course for a total distance of 1563.81 feet to a 5/8 inch iron rod found for corner, same being the southwest corner of said HWY 377 Partners, Ltd. tract;

THENCE North 00 degrees 27 minutes 19 seconds East, with the line common to said HWY 377 Partners, Ltd. tract and Block One of Muir Switzer Addition, a distance of 1261.09 feet to a 1/2 inch iron rod found for corner, same being the southeast corner of the Peterson View Addition, an Addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet O, Page 79, P.R.D.C.T.;

THENCE North 00 degrees 23 minutes 36 seconds East, with the line common to said HWY 377 Partners, Ltd. tract and Peterson View Addition, a distance of 704.22 feet to a MAG nail found in asphalt for corner, same being within an east-west running public road commonly known as "Lake Ray Roberts Drive" (a variable width right-of-way);

THENCE South 88 degrees 05 minutes 22 seconds East, with the north line of said HWY 377 Partners, Ltd. tract and within said Lake Ray Roberts Drive, passing the southernmost southwest corner of that certain called "Tract 520-2" as described in a deed to USA Corps of Engineers, as recorded in Volume 1517, Page 107, R.P.R.D.C.T. (also known as "Lake Ray Roberts"), continuing on said course for a total distance of 493.46 feet to a 1/2 inch iron rod found for corner;

THENCE with the line common to said HWY 377 Partners, Ltd. tract and USA Tract 520-2, the following six (6) courses and distances:

- 1) North 30 degrees 43 minutes 15 seconds East, a distance of 465.79 feet to a 100d nail found for corner;
- 2) North 05 degrees 28 minutes 21 seconds East, a distance of 219.11 feet to a 100d nail found for corner;
- 3) North 41 degrees 35 minutes 55 seconds East, a distance of 780.49 feet to a 10 inch wood post found for corner;
- 4) North 21 degrees 44 minutes 33 seconds East, a distance of 425.53 feet to a 100d nail found for corner;
- 5) North 77 degrees 00 minutes 33 seconds East, a distance of 511.18 feet to a 10 inch wood post found for corner;
- 6) North 40 degrees 38 minutes 02 seconds East, a distance of 1044.47 feet to a 100d nail set for corner in the south line of a tract of land under apparent ownership of USA Corps of Engineers;

THENCE South 88 degrees 49 minutes 43 seconds East, with the line common to said HWY 377 Partners, Ltd. and USA Corps of Engineers tracts, a distance of 304.44 feet to a 5/8 inch iron rod found for corner in the west line of that certain called "Tract 520-1" of said deed to USA Corps of Engineers, recorded in Volume 1517, Page 107;

THENCE with the line common to said HWY 377 Partners, Ltd. tract and USA Tract 520-1, the following twelve (12) courses and distances:

- 1) South 10 degrees 46 minutes 36 seconds East, a distance of 739.70 feet to a 5/8 inch iron rod found for corner;
- 2) South 34 degrees 54 minutes 07 seconds West, a distance of 821.51 feet to a 6 inch wood post found for corner;
- 3) South 77 degrees 38 minutes 08 seconds East, a distance of 468.68 feet to a 5/8 inch iron rod found for corner;

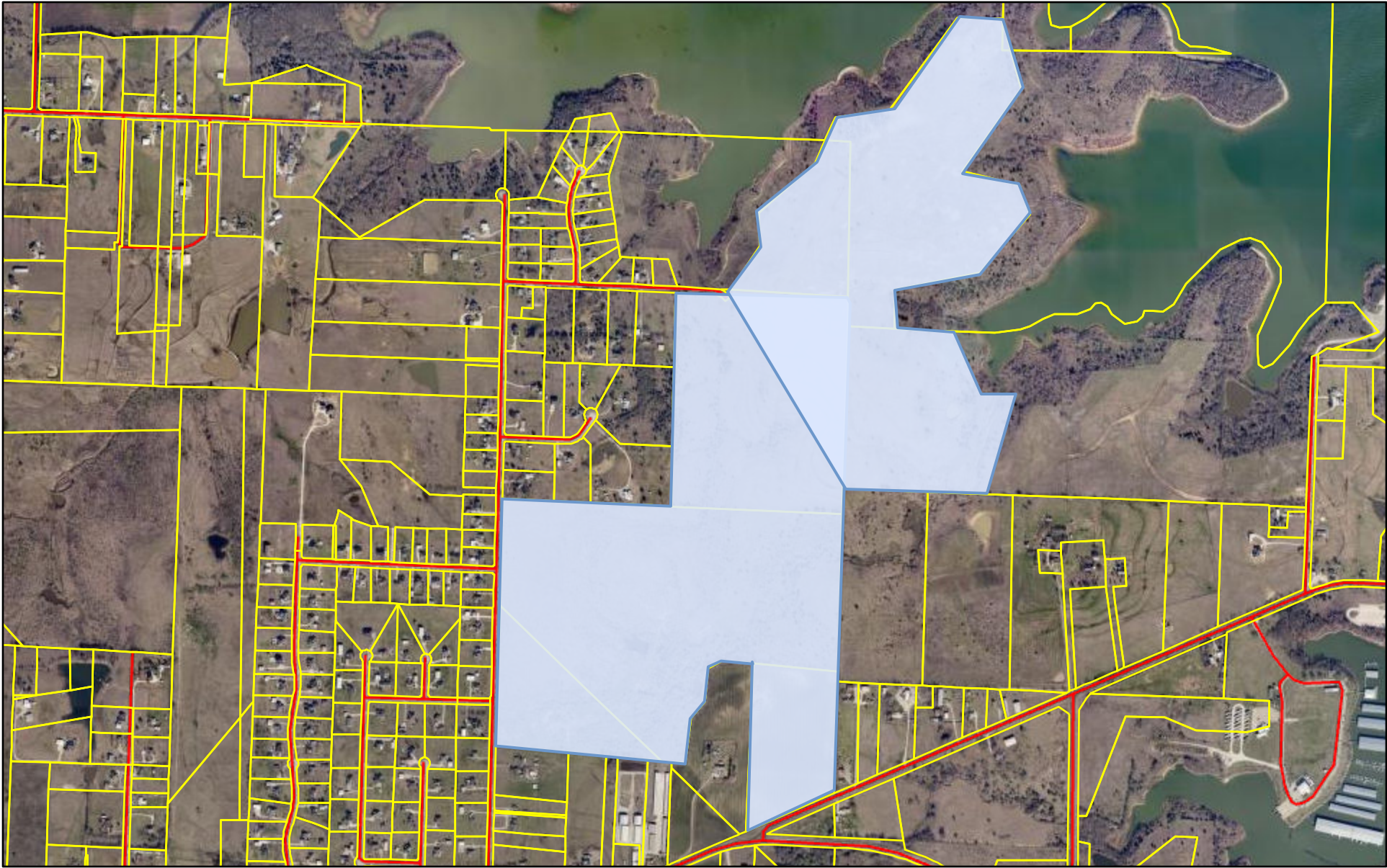
- 4) South 31 degrees 28 minutes 01 seconds East, a distance of 332.49 feet to a 5/8 inch iron rod found for corner;
- 5) South 41 degrees 11 minutes 07 seconds West, a distance of 690.01 feet to a 5/8 inch iron rod found for corner;
- 6) South 77 degrees 15 minutes 25 seconds West, a distance of 825.16 feet to a 5/8 inch iron rod found for corner;
- 7) South 00 degrees 58 minutes 45 seconds West, a distance of 316.51 feet to a 5/8 inch iron rod found for corner;
- 8) South 87 degrees 43 minutes 56 seconds East, a distance of 240.48 feet to a 6 inch wood post found for corner;
- 9) South 45 degrees 59 minutes 07 seconds East, a distance of 467.57 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for corner;
- 10) South 18 degrees 09 minutes 12 seconds East, a distance of 468.36 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for corner;
- 11) South 23 degrees 32 minutes 54 seconds West, a distance of 329.23 feet to a 6 inch wood post found for corner;
- 12) South 77 degrees 08 minutes 32 seconds East, a distance of 446.40 feet to a 4 inch wood post found for corner, same being a reentrant corner of said HWY 377 Partners, Ltd. tract;
- THENCE South 29 degrees 46 minutes 36 seconds West, traversing over and across said HWY 377 Partners, Ltd. tract, a distance of 291.16 feet to a 1/2 inch iron rod with cap found for corner;
- THENCE South 01 degrees 26 minutes 06 seconds West, continuing across said HWY 377 Partners, Ltd. tract, a distance of 66.96 feet to the POINT OF BEGINNING and containing a total of 356.51 acres of land, more or less.

Exhibit "B"
City Consultants



1. Government Capital Securities Corporation: Financial Advisor
2. Orrick Herrington & Sutcliff, LLP: Bond Counsel
3. P3Works, LLC: PID Consultant
4. Halff Associates, Inc: Engineering Services
5. Messer, Fort & McDonald, PLLC: City Legal Services

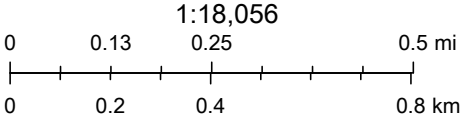
Denton CAD Web Map

Item 7.



5/30/2023, 9:26:20 AM

-  Parcels
-  Roads



FIELD NOTES DESCRIPTION:

BEING all of that certain lot, tract or parcel of land situated in the J. Morton Survey, Abstract No. 792, the R. Beebee Survey, Abstract No. 29 and the E. Rogers Survey, Abstract No. 1100, in Denton County, Texas, and being all of that certain called "TRACT 3" of four tracts of land described in a deed to Sandfield Limited Partnership, as recorded in County Clerk's File No. 94-R0050984, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being all of that certain tract of land described in a deed to Triple "T" Farms, Ltd., as recorded in Instrument No. 2007-57890, R.P.R.D.C.T., and being a part of that certain tract of land described in a deed to HWY 377 Partners, Ltd., as recorded in Instrument No. 2005-128287, R.P.R.D.C.T., and being more particularly described as follows:

COMMENCING at a MAG nail found in asphalt for the easternmost southeast corner of said HWY 377 Partners, Ltd. tract, same being within a north-south running public road commonly known as "Jones Road", same being the northeast corner of a tract of land described in a deed to Mary Phyllis Monk as recorded in Instrument No. 2016-163779, R.P.R.D.C.T.;

THENCE North 88 degrees 27 minutes 34 seconds West, with the line common to said HWY 377 Partners, Ltd. and Monk tracts, passing the northernmost northeast corner of a tract of land described in a deed to Ross McNeill and Janet Hollingsworth, as recorded in Instrument No. 2020-212555, R.P.R.D.C.T., continuing on said course for a total distance of 466.92 feet to a capped 1/2 inch iron rod, stamped "RPLS 4857", found for corner;

THENCE North 88 degrees 27 minutes 46 seconds West, continuing with the south line of said HWY 377 Partners, Ltd. and the north line of said McNeill and Hollingsworth tract, passing the northeast corner of tracts of land described in deeds to Joe Don Pirkle, as recorded in Instrument No. 2020-134888, R.P.R.D.C.T., Miracle 6, LLC, as recorded in Instrument No. 2020-134890, R.P.R.D.C.T and BITS1986, LLC, as recorded in Instrument No. 2021-162634, R.P.R.D.C.T., and continuing on said course for a total distance of 2495.64 feet to a capped 1/2 inch iron rod, stamped "KAZ", found for the easternmost southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE North 88 degrees 17 minutes 44 seconds West, continuing with the south line of said HWY 377 Partners, Ltd. tract and the north line of said BITS1986, LLC tract, passing the northeast corner of a tract of land described in a deed to Won-Young Kim and Young Soo Lee, as recorded in Instrument No. 2021-158059, R.P.R.D.C.T., continuing on said course for a total distance of 1272.98 feet to a 5/8 inch iron rod found for corner;

THENCE South 00 degrees 29 minutes 43 seconds West, continuing with the line common to said HWY 377 Partners, Ltd. and Kim and Lee tracts, a distance of 231.69

feet to a 10 inch wood post found for corner, same being the northeast corner of said Sandfield Limited Partnership TRACT 3;

THENCE South 00 degrees 59 minutes 34 seconds West, with the line common to said TRACT 3 and Kim and Lee tracts, a distance of 1427.24 feet to a 3/8 inch iron rod found for corner, same being the northeast corner of said Triple "T" Farms, Ltd. tract;

THENCE South 01 degrees 13 minutes 13 seconds West, with the line common to said Triple "T" Farms, Ltd. and Kim and Lee tracts, passing the northwest corner of a tract of land described in a deed to Jose Garcia and Norma Mancilla, as recorded in Instrument No. 2020-206399, R.P.R.D.C.T., continuing on said course for a total distance of 1102.97 feet to a 1/2 inch iron rod with cap found in the apparent northwest line of Farm to Market Road 1190;

THENCE South 65 degrees 58 minutes 33 seconds West, with the line common to said Triple "T" Farms, Ltd. and Farm to Market Road 1190, a distance of 856.08 feet to a 1/2 inch iron rod with cap found for corner, same being the southeast corner of a tract of land described in a deed to David E. Duran, as recorded in Instrument No. 2007-29497, R.P.R.D.C.T.;

THENCE North 01 degrees 05 minutes 02 seconds East, with the line common to said Triple "T" Farms, Ltd. and Duran tracts, a distance of 1512.32 feet to a 2 inch iron pipe found for corner, same being in the south line of said TRACT 3;

THENCE with the line common to said TRACT 3 and Duran tracts, the following six (6) courses and distances:

1) North 85 degrees 41 minutes 52 seconds West, a distance of 294.90 feet to a 2 inch iron pipe found for corner;

2) South 67 degrees 01 minutes 21 seconds West, a distance of 122.01 feet to a 2 inch iron pipe found for corner;

3) South 04 degrees 50 minutes 48 seconds West, a distance of 320.86 feet to a 2 inch iron pipe found for corner;

4) South 37 degrees 54 minutes 24 seconds West, a distance of 196.79 feet to a 2 inch iron pipe found for corner;

5) South 06 degrees 56 minutes 14 seconds West, a distance of 414.83 feet to a capped 1/2 inch iron rod, stamped "KAZ" set for corner;

6) North 86 degrees 09 minutes 32 seconds West, a distance of 129.07 feet to a 3 inch iron pipe found for corner, same being the northeast corner of a tract of land described in a deed to Donald M. Freeman, as recorded in Volume 1985, Page 8440, R.P.R.D.C.T.;

THENCE North 85 degrees 20 minutes 30 seconds West, with the line common to said TRACT 3 and Freeman tracts, passing the northeast corner of the L. L. & T. Addition, an Addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet E, Page 174, of the Plat Records of Denton County, Texas (P.R.D.C.T.), continuing on said course for a total distance of 488.60 feet to a 1/2 inch iron rod found for corner, same being the northeast corner of a tract of land described in a deed to Barry Harkin and Lorraine Harkin, as recorded in Instrument No. 2020-58486, R.P.R.D.C.T.;

THENCE North 85 degrees 22 minutes 24 seconds West, with the line common to said TRACT 3 and Harkin tracts, a distance of 106.06 feet to a 3/8 inch iron rod found for corner, same being the northeast corner of a tract of land described in a deed to J. Young Land and Cattle, Ltd., as recorded in Instrument No. 2013-1410, R.P.R.D.C.T.;

Thence North 85 degrees 48 minutes 37 seconds West, with the line common to said TRACT 3 and J. Young Land and Cattle, Ltd. tracts, a distance of 346.24 feet to a 2 inch iron pipe found for corner, same being the northeast corner of a tract of land described in a deed to Lonnie Pennington and wife, Mary Pennington, as recorded in Volume 1390, Page 228, R.P.R.D.C.T.;

THENCE North 85 degrees 25 minutes 27 seconds West, with the line common to said TRACT 3 and Pennington tracts, a distance of 690.49 feet to a MAG nail set in asphalt for corner within a north-south running road commonly known as "Union Hill Road";

THENCE North 00 degrees 49 minutes 34 seconds East, with the west line of said TRACT 3 and within said Union Hill Road, a distance of 2239.76 feet to a MAG nail set in asphalt for corner, same being the southwest corner of a tract of land described in a deed to Marvin Perkins and wife, Jackie Perkins, as recorded in Volume 972, Page 875, R.P.R.D.C.T.;

THENCE South 88 degrees 10 minutes 48 seconds East, with the line common to said TRACT 3 and Perkins tracts, passing the southwest corner of Block One of Muir Switzer Addition, an Addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet M, Page 75, P.R.D.C.T., continuing on said course for a total distance of 1563.81 feet to a 5/8 inch iron rod found for corner, same being the southwest corner of said HWY 377 Partners, Ltd. tract;

THENCE North 00 degrees 27 minutes 19 seconds East, with the line common to said HWY 377 Partners, Ltd. tract and Block One of Muir Switzer Addition, a distance of 1261.09 feet to a 1/2 inch iron rod found for corner, same being the southeast corner of the Peterson View Addition, an Addition to Denton County, Texas, according to the Plat thereof recorded in Cabinet O, Page 79, P.R.D.C.T.;

THENCE North 00 degrees 23 minutes 36 seconds East, with the line common to said HWY 377 Partners, Ltd. tract and Peterson View Addition, a distance of 704.22 feet to a MAG nail found in asphalt for corner, same being within an east-west running public road commonly known as "Lake Ray Roberts Drive" (a variable width right-of-way);

THENCE South 88 degrees 05 minutes 22 seconds East, with the north line of said HWY 377 Partners, Ltd. tract and within said Lake Ray Roberts Drive, passing the southernmost southwest corner of that certain called "Tract 520-2" as described in a deed to USA Corps of Engineers, as recorded in Volume 1517, Page 107, R.P.R.D.C.T. (also known as "Lake Ray Roberts"), continuing on said course for a total distance of 493.46 feet to a 1/2 inch iron rod found for corner;

THENCE with the line common to said HWY 377 Partners, Ltd. tract and USA Tract 520-2, the following six (6) courses and distances:

- 1) North 30 degrees 43 minutes 15 seconds East, a distance of 465.79 feet to a 100d nail found for corner;
- 2) North 05 degrees 28 minutes 21 seconds East, a distance of 219.11 feet to a 100d nail found for corner;
- 3) North 41 degrees 35 minutes 55 seconds East, a distance of 780.49 feet to a 10 inch wood post found for corner;
- 4) North 21 degrees 44 minutes 33 seconds East, a distance of 425.53 feet to a 100d nail found for corner;
- 5) North 77 degrees 00 minutes 33 seconds East, a distance of 511.18 feet to a 10 inch wood post found for corner;
- 6) North 40 degrees 38 minutes 02 seconds East, a distance of 1044.47 feet to a 100d nail set for corner in the south line of a tract of land under apparent ownership of USA Corps of Engineers;

THENCE South 88 degrees 49 minutes 43 seconds East, with the line common to said HWY 377 Partners, Ltd. and USA Corps of Engineers tracts, a distance of 304.44 feet to a 5/8 inch iron rod found for corner in the west line of that certain called "Tract 520-1" of said deed to USA Corps of Engineers, recorded in Volume 1517, Page 107;

THENCE with the line common to said HWY 377 Partners, Ltd. tract and USA Tract 520-1, the following twelve (12) courses and distances:

- 1) South 10 degrees 46 minutes 36 seconds East, a distance of 739.70 feet to a 5/8 inch iron rod found for corner;
- 2) South 34 degrees 54 minutes 07 seconds West, a distance of 821.51 feet to a 6 inch wood post found for corner;
- 3) South 77 degrees 38 minutes 08 seconds East, a distance of 468.68 feet to a 5/8 inch iron rod found for corner;

4) South 31 degrees 28 minutes 01 seconds East, a distance of 332.49 feet to a 5/8 inch iron rod found for corner;

5) South 41 degrees 11 minutes 07 seconds West, a distance of 690.01 feet to a 5/8 inch iron rod found for corner;

6) South 77 degrees 15 minutes 25 seconds West, a distance of 825.16 feet to a 5/8 inch iron rod found for corner;

7) South 00 degrees 58 minutes 45 seconds West, a distance of 316.51 feet to a 5/8 inch iron rod found for corner;

8) South 87 degrees 43 minutes 56 seconds East, a distance of 240.48 feet to a 6 inch wood post found for corner;

9) South 45 degrees 59 minutes 07 seconds East, a distance of 467.57 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for corner;

10) South 18 degrees 09 minutes 12 seconds East, a distance of 468.36 feet to a capped 1/2 inch iron rod, stamped "KAZ", set for corner;

11) South 23 degrees 32 minutes 54 seconds West, a distance of 329.23 feet to a 6 inch wood post found for corner;

12) South 77 degrees 08 minutes 32 seconds East, a distance of 446.40 feet to a 4 inch wood post found for corner, same being a reentrant corner of said HWY 377 Partners, Ltd. tract;

THENCE South 29 degrees 46 minutes 36 seconds West, traversing over and across said HWY 377 Partners, Ltd. tract, a distance of 291.16 feet to a 1/2 inch iron rod with cap found for corner;

THENCE South 01 degrees 26 minutes 06 seconds West, continuing across said HWY 377 Partners, Ltd. tract, a distance of 66.96 feet to the POINT OF BEGINNING and containing a total of 356.51 acres of land, more or less.



CITY COUNCIL COMMUNICATION

DATE: June 5, 2023

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on the Final Plat of Palomino Bay Addition, being 54.34 acres, located in the City of Sanger's ETJ, and generally located on the west side of Jones Road approximately 782 feet north of the intersection of FM 1190 and Jones Road.

SUMMARY:

- The applicant is proposing to create 23 single family lots and 2 open space lots.
- The lots will range in size from 2.0 acres to 2.687 acres.
- The applicant is dedicating 0.432 acres of right-of-way for Jones Road.
- The development will be a gated community.
- Each lot will have a minimum 125 feet of width at the front building line.
- The development meets the Lake Ray Roberts Zoning designation of R-2.
- The properties will have onsite septic and individual water wells. CoServ will provide the electric.
- The property is located in the City of Sanger's ETJ.
- Planning & Zoning recommended APPROVAL.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

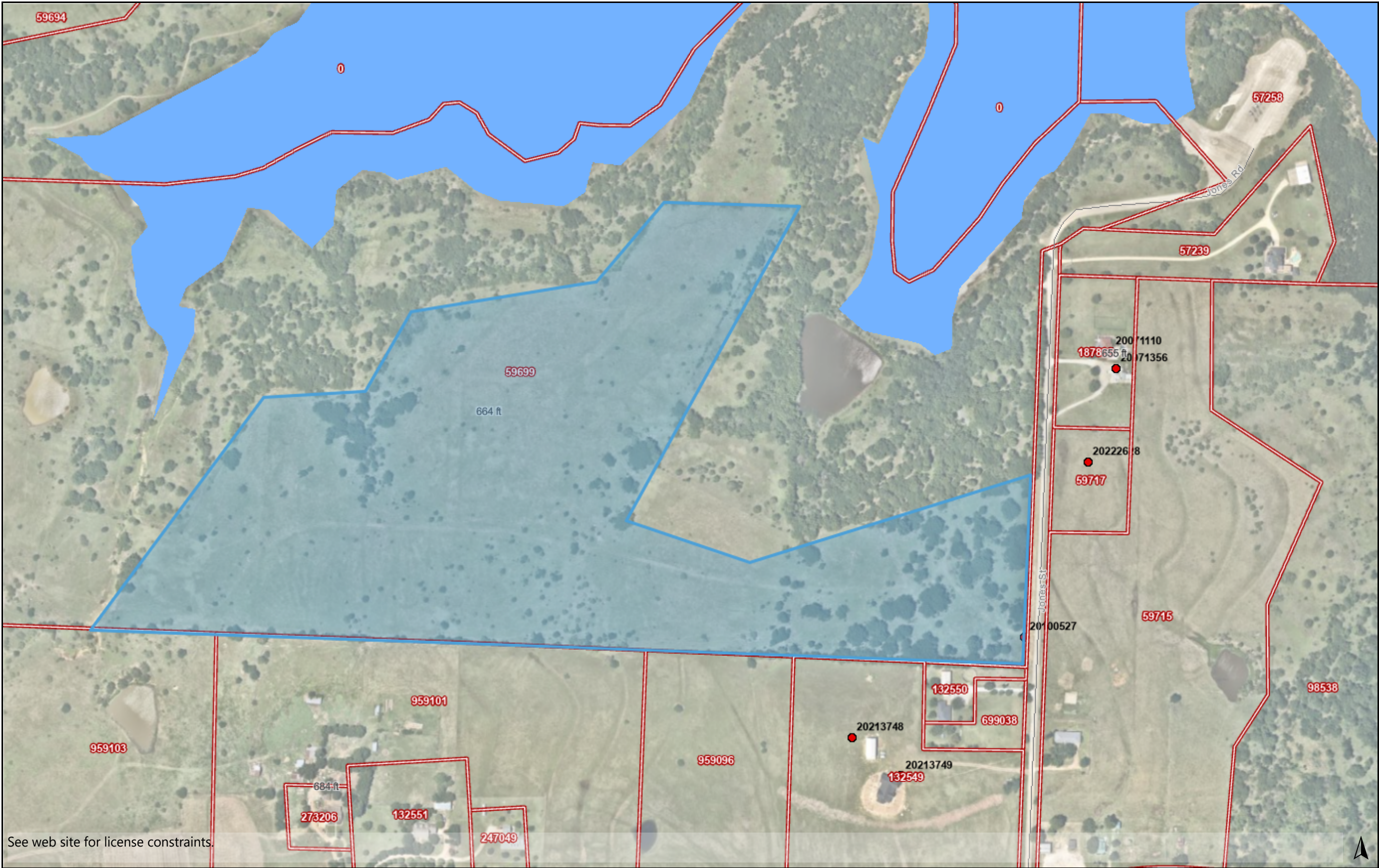
Location Map

Final Plat

Application

Letter of Intent

Denton County Landmark Map

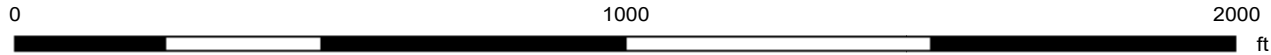


Legend

- 911 Addresses
- Development Permits
- Parcels
- Floodplain**
 - Cross Section Location
 - Base Flood Elevation
 - FEMA Floodway
 - Flood Grid
 - FEMA 100yr Flood Zone A
 - FEMA 100yr Flood Zone AE
 - FEMA 500yr Flood Zone
 - Levee Protected

Notes

See web site for license constraints.



<https://gis.dentoncounty.gov>
10/4/2022 10:22:36 PM

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, HWY 377 Partners, LTD., is the owner of all that certain tract of land situated in the John Morton Survey, Abstract Number 792, Denton County, Texas, being a portion of that called 249.343 tract of land described in a deed to HWY 377 Partners, LTD., as recorded in Instrument Number 2005-128287 of the Real Property Records of Denton County, Texas (R.P.D.C.T.), and being more particularly described by metes & bounds as follows:

BEGINNING at a MAG nail found in the approximate centerline of Jones Road for the Southeast corner of said called 249.343 acre tract and the Northeast corner of a tract of land described in a deed to Mary Phyllis Mork as recorded in Instrument number 2016-163779, R.P.D.C.T.;

THENCE along the South property line of said called 249.343 acre tract, the North property line of said Mork tract, and the North property line of a tract of land described in a deed to Ross McNeill and Janet Hollingsworth as recorded in Instrument Number 2020-21256, R.P.D.C.T., North 88 degrees 27 minutes 34 seconds West, a distance of 486.92 feet to a 11/2" iron rod w/cap stamped "RPLS 4857" found for an angle point of said called 249.343 acre tract and said McNeill and Hollingsworth tract;

THENCE continuing along the South property line of said called 249.343 acre tract, the North property line of said McNeill and Hollingsworth tract, the North property line of a tract of land described in a deed to Joe Don Pike as recorded in Instrument Number 2020-134888, R.P.D.C.T., the North property line of a tract of land described in a deed to Miracle 6, LLC as recorded in Instrument Number 2020-134890, R.P.D.C.T., and the North property line of a tract of land described in a deed to BTTS1986, LLC as recorded in Instrument Number 2021-162634, R.P.D.C.T., North 88 degrees 27 minutes 46 seconds West, a distance of 2495.64 feet to a 1/2" iron rod w/cap stamped "KAZ" found on the South property line of same and the North property line of said BTTS1986, LLC tract;

THENCE across said called 249.343 acre tract, North 01 degrees 26 minutes 06 seconds East, a distance of 66.96 feet to a 1/2" iron rod w/cap stamped "KAZ" found for an angle point; THENCE continuing across said called 249.343 acre tract, North 29 degrees 46 minutes 36 seconds East, a distance of 291.16 feet to a 4" wood fence corner post found for a re-entrant corner of said called 249.343 acre tract and USA Tract Number 521-2 recorded in Volume 6, Page 139 of the Lis Pendens Records of Denton County, Texas (L.P.D.C.T.);

THENCE along with the common line of said called 249.343 acre tract and said USA Tract Number 521-2 by metes & bounds as follows:

North 89 degrees 25 minutes 27 seconds East, a distance of 345.12 feet to a 1/2" iron rod found for corner;

North 88 degrees 25 minutes 27 seconds East, a distance of 564.18 feet to a 1/2" iron rod found for corner;

North 31 degrees 15 minutes 39 seconds East, a distance of 363.29 feet to a 6" wood fence corner post found for corner;

North 82 degrees 29 minutes 54 seconds East, a distance of 614.63 feet to a 1/2" iron rod found for corner;

North 32 degrees 33 minutes 58 seconds East, a distance of 284.47 feet to a 11/2" iron rod found for corner on the South line of USA Tract Number 520-1 recorded in Volume 1517, Page 107, R.P.D.C.T., for a re-entrant corner of said Tract 521-2;

THENCE along the common line of said called 249.343 acre tract and the South line of said USA Tract Number 520-1, South 88 degrees 20 minutes 22 seconds East, a distance of 380.72 feet to a 1/2" iron rod found for corner on the South line of same for a re-entrant corner of said called 249.343 acre tract and the Northwest corner of USA Tract Number 521-1 recorded in Volume 6, Page 139, L.P.D.C.T.;

THENCE along the common line of said called 249.343 acre tract and said USA Tract Number 521-1 as follows:

South 26 degrees 21 minutes 58 seconds West, ad distance of 936.26 feet to a 1/2" iron rod found w/cap stamped "KAZ" for corner;

South 63 degrees 28 minutes 27 seconds East, a distance of 539.86 feet to a 100D Nail Found for corner;

North 75 degrees 07 minutes 11 seconds East, a distance of 845.89 feet to a MAG nail found in the approximate centerline of Jones Road for the Eastern Northeast corner of said called 249.343 acre tract and the Southeast corner of said USA Tract Number 521-1;

THENCE along the approximate centerline of Jones Road and the East property line of said called 249.343 acre tract, South 01 degrees 33 minutes 02 seconds West, a distance of 631.61 feet to the POINT OF BEGINNING and containing 54.34 acres of land, more or less.

OWNERS' DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, HWY 377 Partners, Ltd., acting herein by and through its duly authorized officer, does hereby adopt this plat designating the heretabove described property as Lots 1-23 and Lots 1X - 3X, Block A of Palomino Bay Addition, an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive slates, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this _____ day of _____, 2023

OWNER

_____ TITLE AND COMPANY

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN AND IN THE CAPACITY THEREIN STATED.

GIVEN MY MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
COUNTY

MY COMMISSION EXPIRES ON _____

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE A PREVIOUSLY OPEN SPACE LOTS AND TWO 60' PRIVATE STREETS.

FINAL PLAT

LOTS 1-23 & LOTS 1X - 3X, BLOCK A
PALOMINO BAY ADDITION
23 RESIDENTIAL LOTS, 2 OPEN SPACE
LOTS AND 5.638-ACRES OF
RIGHT-OF-WAY DEDICATION

BEING 54.34 ACRES IN THE
JOHN MORTON SURVEY, ABSTRACT NUMBER 792,
CITY OF SANGER EXTRATERRITORIAL JURISDICTION (ETI),
DENTON COUNTY, TEXAS

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF SANGER, DENTON COUNTY, TEXAS.

KENNETH A. ZOLLINGER #5312 DATE _____

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.

APPROVED AND ACCEPTED

CHAIRMAN,
PLANNING AND ZONING COMMISSION

CITY OF SANGER, TX

DATE

MAYOR,
CITY OF SANGER, TX

DATE

ATTESTED BY:

CITY SECRETARY
CITY OF SANGER, TX

DATE

SURVEYOR:

KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBP.LS.FIRM #10002100

OWNER:

HWY 377 PARTNERS, LTD.,
611 SOUTH MAIN ST.,
GRAPEVINE, TEXAS 76051
PHONE: (817) 418-4843
CONTACT: GARY HAZLEWOOD

DEVELOPER:

WESTWOOD REAL ESTATE DEVELOPMENT
1000 TEXAN TRAIL, SUITE 200
GRAPEVINE, TEXAS 76051
PHONE: (817) 442-0000
CONTACT: CLINT BAKER





201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059(office) www.sangertexas.org

SUBDIVISION APPLICATION

☐

Preliminary
Plat Minor
Plat

☒

Final
Plat/Replat
Amended Plat

☐

Vacating Plat
Conveyance
Plat

Applicant

Owner (if different from applicant)

Name: Clint Baker	Name: HWY 377 Partners
Company: Westwood Real Estate Development	Company:
Address: 1000 Texan Trail, Suite 200	Address: 1000 Texan Trail, Suite 200
City, State, Zip: Grapevine, Texas 76051	City, State, Zip: Grapevine, Texas 76051
Phone: 817-416-4843	Phone: 817-416-4843
Fax:	Fax:
Email: cbaker@westwoodland.com	Email: cbaker@westwoodland.com

Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: <u> </u> / <u> </u> / <u> </u>)
<input type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input checked="" type="checkbox"/>	Letter of Intent
<input type="checkbox"/>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<input checked="" type="checkbox"/>	Application Form (Signed by Owner)
<input checked="" type="checkbox"/>	Applicable Plat Checklist (Completed)
<input checked="" type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input checked="" type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): **Property ID# 59699 A0792**

Owner's Signature

Date

Applicant's Signature

Date

Office Use: Reviewed by Director of Development Services / /



Palomino Bay Addition

Jones Road
Sanger, TX 76266
03-15-2023

The purpose of this plat is to subdivide an unplatted tract of land into twenty-three (23) residential lots, three (3) private open space lots and two 60' private streets.

DCAD# 59699

Hank Ingram
KAZ Surveying, Inc
940-382-3446
Hank@KAZSurveying.com

KAZ Surveying, Incorporated
1720 Westminster Street
Denton, TX 76205
Phone: 940-382-3446 Fax: 940-382-3447