CITY COUNCIL

MEETING AGENDA

OCTOBER 21, 2024, 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

DISCUSSION ITEMS

1. Sanger Parks Department Project Update.

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.

REPORTS

Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda.

2. Presentation and overview of library department operations.

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.

- 3. Consideration and possible action on the minutes from the September 30, 2024, meeting.
- 4. Consideration and possible action on the minutes from the October 7, 2024, meeting.
- 5. Consideration and possible action on Resolution 2024-15, appointing Municipal Court Clerk.
- <u>6.</u> Consideration and possible action on the renewal agreement with DocuNav Solutions for Laserfiche and authorizing the City Manager to execute the agreement and quote.
- 7. Consideration and possible action on Resolution 2024-16, appointing the Planning & Zoning Commission to serve as the Capital Improvements Advisory Committee.
- 8. Consideration and possible action on Ordinance 10-19-24, Amending Chapter 13 Utilities, Article 13.1300 Installation Of Underground Electrical Service, Section 13.1301(a)(10) Installation Of Underground Electrical Service adding a distance requirement to regulate the distance between the power subsurface pedestal and the light pole.
- 9. Consideration and possible action on the Preliminary Plat of Stephen Town Crossing, being approximately 120.133 acres of land described as REUBEN BEBEE SURVEY, ABSTRACT NO. 29, located in the City of Sanger, and generally located on the west side of Sanger Circle Addition and west of Montecristo Lane and Bridle Path Lane.
- 10. Consideration and possible action on the Final Plat of the Belz Road Retail Addition Phase 1, being 32.03 acres described as A1241A TIERWESTER, TR 56, and A1241A TIERWESTER, TR 57(PT), OLD DCAD SHT 5, TR 6, located in the City of Sanger, and generally located on the west side of North Stemmons Frwy at the intersection of West Chapman Dr and North Stemmons Frwy.

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 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

Item A - City Manager Item B - City Attorney

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 October 16, 2024, at 3:00 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.



DATE: October 21, 2024

FROM: Ryan Nolting, Parks & Recreation Director

AGENDA ITEM: Sanger Parks Department Project Update.

SUMMARY:

- Update on three Sanger Parks Department projects.
 - Porter Sports Park Pond Construction and Bid Documents
 - Porter Sport Park Phase II Conceptual Design
 - Railroad Sports Park Renovations

FISCAL INFORMATION:

Budgeted:

Amount:

GL Account:

RECOMMENDED MOTION OR ACTION:

Discussion item only.

ATTACHMENTS:

City Council Communication



- **DATE:** October 21, 2024
- FROM: Kelly Edwards, City Secretary
- **AGENDA ITEM:** Consideration and possible action on the minutes from the September 30, 2024, 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 meeting on September 30, 2024.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

SEPTEMBER 30, 2024, 6:00 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 special meeting to order at 6:11 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 4	Allen Chick

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Economic Development Shani Bradshaw, Lt. Justin Lewis, and Police Chief Tyson Cheek.

CITIZENS COMMENTS

No one addressed the Council.



ACTION ITEMS

 First Reading, Resolution No. EDC-2024-16, concerning the approval of Chapter 380 and Economic Development Performance Agreement by and between the City, the Sanger Texas Development Corporation, and Randall's Food and Drug, LP, doing business as Tom Thumb Grocery, to promote Economic Development and stimulate business and commercial activity in the City; establishing performance requirements; and authorizing the City Manager to execute the said agreement on behalf of the City and the President on behalf of the Sanger Texas Development Corporation.

Director Bradshaw provided an overview of the item, including the performance measures.

Mayor Muir read the caption of the Resolution.

2. Second Reading, Resolution EDC-2024-16, concerning the approval of Chapter 380 and Economic Development Performance Agreement by and between the City, the Sanger Texas Development Corporation, and Randall's Food and Drug, LP, doing business as Tom Thumb Grocery, to promote Economic Development and stimulate business and commercial activity in the City; establishing performance requirements; and authorizing the City Manager to execute said agreement on behalf of the City and the President on behalf of the Sanger Texas Development Corporation.

Mayor Muir read the caption of the Resolution.

3. Consideration and possible action on Resolution EDC-2024-16 Approving and Authorizing a Chapter 380 and Economic Development Performance Agreement by and between the City, the Sanger Texas Development Corporation and Randall's Food and Drug, LP, doing business as Tom Thumb Grocery, to promote Economic Development and stimulate business and commercial activity in the City; establishing performance requirements; and authorizing the City Manager to execute said agreement on behalf of the City and the President on behalf of the Sanger Texas Development Corporation.

Director Bradshaw stated that the 4B Sanger Texas Development Corporation approved the agreement and staff recommends approval.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon. Ayes: Barrett, Dillon, and Gann. Nays: None Motion passed unanimously. 4. First Reading, Resolution 2024-14, concerning the approval of the Development Agreement for Sanger Commercial Development, and the Chapter 380 Impact Fee Credit Program, by and between the City of Sanger, Texas (the "City"), and Sanger Crossing, LTD., a Texas corporation to promote Economic Development and stimulate business and commercial activity in the City; establishing performance requirements; and authorizing the City Manager to execute the said agreement on behalf of the City.

City Manager Noblitt provided an overview of the item, including the Impact Fees and Electric improvements.

Mayor Muir read the caption of the Resolution.

Discussion ensued regarding Exhibit C of the agreement.

5. Second Reading, Resolution 2024-14, concerning the approval of the Development Agreement for Sanger Commercial Development, the Chapter 380 Impact Fee Credit Program, by and between the City of Sanger, Texas (the "City"), and Sanger Crossing, LTD., a Texas corporation to promote Economic Development and stimulate business and commercial activity in the City; establishing performance requirements; and authorizing the City Manager to execute the said agreement on behalf of the City.

Mayor Muir read the caption of the Resolution.

6. Consideration and possible action on Resolution 2024-14, Development Agreement for Sanger Commercial Development, and the Chapter 380 Impact Fee Credit Program, by and between the City of Sanger, Texas (the "City"), and Sanger Crossing, LTD., a Texas corporation to promote Economic Development and stimulate business and commercial activity in the City; establishing performance requirements; and authorizing the City Manager to execute the said agreement on behalf of the City.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Gann. Ayes: Barrett, Dillon, and Gann. Nays: None Motion passed unanimously.

FUTURE AGENDA ITEMS

No future items.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 6:32 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



- **DATE:** October 21, 2024
- FROM: Kelly Edwards, City Secretary
- **AGENDA ITEM:** Consideration and possible action on the minutes from the October 7, 2024, 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 meeting on October 7, 2024.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

OCTOBER 07, 2024, 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

Mayor Muir called the work session to order at 6:00 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Mayor Pro Tem, Place 2 Gary Bilyeu

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Planning Technician Stefani Dodson, Building Official Jack Hooten, Assistant Fire Chief Casey Welborn, and Police Chief Tyson Cheek.

DISCUSSION ITEMS

1. Discussion regarding the Update to the International Building and Fire Codes, and National Electric Code with local amendments.

City Manager Noblitt provided an overview of the item.

Discussion ensued regarding the strictness of the newer Code, currently permitted projects, any pushback from builders or contractors, the amendments, and the version of the Code adopted by surrounding municipalities.



OVERVIEW OF ITEMS ON THE REGULAR AGENDA

Discussion ensued regarding the various RFPs on the consent agenda.

Discussion ensued regarding Item 21 - alignment of Belz Road at the railroad crossing and crediting the impact fee.

Discussion ensued regarding Item 14 - strategically funding additional payments.

Discussion ensued regarding Item 9 – the last year of the current agreement.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 7:01 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:01 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Mayor Pro Tem, Place 2 Gary Bilyeu

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Chief Financial Officer Clayton Gray, Planning Technician Stefani Dodson, Building Official Jack Hooten Marketing and Civic Engagement Director Donna Green, Assistant Fire Chief Casey Welborn, Library Director Laura Klenke, Police Chief Tyson Cheek, and Police Lt. Justin Lewis.

INVOCATION AND PLEDGE

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

CITIZENS COMMENTS

Charles Kesseler spoke regarding the Bolivar Masonic Lodge's commercial rate for utilities, asking if there could be a separate designation for nonprofit organizations that provide for the residential rate structure.

Tommy Barnes spoke in support of a designation for nonprofit organizations regarding utility rates.

CONSENT AGENDA

- 2. Consideration and possible action on the minutes from the September 16, 2024, meeting.
- 3. Consideration and possible action on the minutes from the September 18, 2024, meeting.
- 4. Consideration and possible action on the minutes from the September 23, 2024, meeting.
- Consideration and possible action on the Minor Plat of Elmore Addition, being approximately 0.648 acres of land described as A0029A R. BEEBE, TR 199, .64 ACRES, OLD DCAD SHT 4, TR 62, within the City of Sanger, generally located on the southwest corner of Bolivar Street and N. 7th Street.
- 6. Consideration and possible action on the Final Plat of Sanger Circle Phase 7, being approximately 14.908 acres of land described as A0029A R. BEEBE, TR 72B(2A), within the City of Sanger, and generally located on the west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.
- 7. Consideration and possible action on the Preliminary Plat of Sanger Industrial 2, being 93.159 acres of land described as A0029A R. BEEBE, TR 110, OLD DCAD SHT 3, TR 13, A0029A R. BEEBE, TR 111 TR 15, and A0029A R. BEEBE, TR 112, OLD DCAD SHT 3, TR 14, located in the City of Sanger, generally located east of Stemmons Freeway and approximately 938.8 feet south of Lois Road.
- 8. Consideration and possible action on adopting new library operating hours.
- 9. Consideration and possible approval of Fireworks Addendum 2025.
- 10. Consideration and possible approval on Holiday Lighting Addendum 2024.
- 11. Consideration and possible action on authorizing staff to issue a Request For Proposal for Sound, Lighting, and Stage for Special Events.
- 12. Consideration and possible action on authorizing staff to issue a Request For Proposal for fireworks.

- 13. Consideration and possible action on authorizing staff to issue a Request For Proposal for Videography, Photography, and Podcast Production.
- 14. Consideration and possible action to approve making an additional payment to TMRS.

Motion to approve including the modification to Item 4 made by Councilmember Barrett, Seconded by Councilmember Gann. Ayes: Barrett, Dillon, and Gann. Nays: Chick Motion passed 3-1-0

PUBLIC HEARING ITEMS

15. Conduct a Public Hearing on a request for a Specific Use Permit (SUP) for a Temporary Concrete Batch Plant use for Lane Ranch Phase 1, being approximately 43.821 acres of land described as A0029A R BEEBE, 65B, and A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, within the City of Sanger, and generally located south of FM 455 and east of Indian Lane.

Mayor Muir opened the public hearing at 7:14 p.m.

Planning Technician Dodson provided an overview of the item.

Glenn Midkiff, applicant stated he would answer any questions.

Mayor Muir closed the public hearing at 7:16 p.m.

16. Conduct a public hearing on adopting Ordinance No.10-17-24 to amend Chapter 5 of the Code of Ordinances, Article 5.2 "International Fire Code".

Mayor Muir opened the public hearing at 7:16 p.m.

Planning Technician Dodson provided an overview of the item.

Mayor Muir closed the public hearing at 7:17 p.m.

17. Conduct a public hearing on adopting Ordinance No. 10-16-24 to amend Chapter 3 of the Code of Ordinances, Article 3.100 "Building Inspection Department", Article 3.200 "Building Code", Article 3.300 "Plumbing Code", Article 3.400 "Mechanical Code", Article 3.500 "Electrical Code", Article 3.600 "Residential Code", Article 3.2200 "Regulating Placement of Gas and Electric Meters on All Single Family Residential Buildings". Article 3.2500 "Energy Conservation Code", Article 3.2600 "Fuel Gas Code", Article 3.2700 "Existing Building Code", and Article 3.2900 "Swimming Pool and Spa Code".

Mayor Muir opened the public hearing at 7:18 p.m.

Planning Technician Dodson provided an overview of the item.

Mayor Muir closed the public hearing at 7:19 p.m.

ACTION ITEMS

 Consideration and possible action on a request for a Specific Use Permit (SUP) for a Temporary Concrete Batch Plant use for Lane Ranch Phase 1, being approximately 43.821 acres of land described as A0029A R BEEBE, 65B, and A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, within the City of Sanger, and generally located south of FM 455 and east of Indian Lane.

Planning Technician Dodson stated they had not received any opposition for the item.

Glen Midkiff confirmed there would not be any outside sales.

Discussion ensued regarding the location, hours of operation, lighting on the site, and entry to the plant.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Gann. Ayes: Barrett, Chick, Dillon, and Gann. Nays: None Motion passed unanimously.

 Consideration and possible action on Ordinance No. 10-16-24 amending Chapter 3 of the Code of Ordinances, Article 3.100 "Building Inspection Department", Article 3.200 "Building Code", Article 3.300 "Plumbing Code", Article 3.400 "Mechanical Code", Article 3.500 "Electrical Code", Article 3.600 "Residential Code", Article 3.2200 "Regulating Placement of Gas and Electric Meters on All Single Family Residential Buildings". Article 3.2500 "Energy Conservation Code", Article 3.2600 "Fuel Gas Code", Article 3.2700 "Existing Building Code", and Article 3.2900 "Swimming Pool and Spa Code". Discussion ensued regarding the volume of amendments presented and updating the Code as other surrounding municipalities.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon. Ayes: Barrett, Chick, Dillon, and Gann. Nays: None Motion passed unanimously.

20. Consideration and possible action on Ordinance No. 10-17-24 amending Chapter 5 of the Code of Ordinances, Article 5.2 "International Fire Code".

Discussion ensued regarding Fire Watch responsibilities by the business owner, structural changes, and sprinkler requirements.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon. Ayes: Barrett, Chick, Dillon, and Gann. Nays: None Motion passed unanimously.

21. Consideration and possible action on an Impact Fee Credit Agreement with STG 2WG, LLC and STC DH, LLC for Stephens Towne Crossing, being approximately 119.86 acres of land described as REUBEN BEEBE SURVEY, ABSTRACT NO. 29, within the City of Sanger, generally located on west side of Sanger Circle Addition and West of Montecristo Lane and Bridle Path Lane.

Discussion ensued regarding public improvements in large developments and the alignment of Belz Road.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Gann. Ayes: Barrett, Chick, Dillon, and Gann. Nays: None Motion passed unanimously.

FUTURE AGENDA ITEMS

No future items were provided to Staff.

INFORMATIONAL ITEMS

- 22. Disbursements Report August 2024
- 23. Financial Report July 2024
- 24. Rider GCR Rate Filing under Docket No. 10170 09-25-2024

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:36 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



DATE: October 8, 2024

FROM: Christy Dyer, Director of Municipal Court

AGENDA ITEM: Consideration and possible action on Resolution 2024-15, appointing Municipal Court Clerk.

SUMMARY:

- Chapter 7, Section 7.106 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Clerk, who shall serve for terms of two years.
- Current Municipal Court Clerk is Christy Dyer. Appoint Angelica Tobias as Municipal Court Clerk.

FISCAL INFORMATION:

Budgeted: NO

Amount: \$0.00

GL Account:

RECOMMENDED MOTION OR ACTION:

Staff Approval

ATTACHMENTS:

Resolution No. 2024-15

CITY OF SANGER, TEXAS

RESOLUTION NO. 2024-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, APPOINTING THE MUNICIPAL COURT CLERK AND DEPUTY COURT CLERK OF THE SANGER MUNICIPAL COURT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 7, Section 7.106 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Clerk, who shall serve for terms of two years; and

WHEREAS, the City Council finds it to be in the public interest to appoint the Municipal Court Clerk for the Sanger Municipal Court for two-year terms commencing on October 21, 2024.

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

<u>SECTION 1.</u> That Angelica Tobias is hereby appointed as Municipal Court Clerk for the Municipal Court of the City of Sanger, Texas, for a term of two years commencing October 21, 2024.

<u>SECTION 3.</u> The City Manager is hereby authorized to oversee the daily operations and performance of the Municipal Court Clerk.

<u>SECTION 4.</u> This Resolution shall be effective immediately upon its approval.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS ON THE 21st OF DAY OCTOBER, 2024.

ATTEST:

APPROVED:

Kelly Edwards, City Secretary

Thomas E. Muir, Mayor



FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the renewal agreement with DocuNav Solutions for Laserfiche and authorizing the City Manager to execute the agreement and quote.

SUMMARY:

- The City entered into an agreement with DoucNav Solutions for the purchase of Laserfiche on October 25, 2021.
- The agreement is for three years and will automatically renew for another three years unless the Buyer informs the Seller at least 45 days before the renewal.
- The cost of Laserfiche licensing increased by 5% in the first year and then will increase by 3% for each of the following years of the multi-term agreement.

FISCAL INFORMATION:

Budgeted: Y	Amount: Su	mmary below	GL Account:	180-16-5214
Year 1 2024-2025 \$14,484.01	Year 2 2025-2026 \$14,918.53	Year 3 2026-2027 \$15,366.09		

RECOMMENDED MOTION OR ACTION:

The agreement has been reviewed and approved by Legal. Staff recommends approval the agreement with DocuNav Solutions.

ATTACHMENTS:

DocuNav Quote with Renewal Agreement 2024



Quote #: Date: Expires On: Q-00202-2 9/16/2024 11/24/2024

VP Imaging Inc, dba DocuNav Solutions

8501 Wade Blvd #1440 Frisco, TX 75034 Phone: 800-353-2320 Email: sales@docunav.com

Customer

City of Sanger

SALESPERSON	EXT	EMAIL	PAYMENT METHOD
Tammy Preston	(469) 983-8686	tpreston@docunav.com	Net 30

Software

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	MCQC3	Laserfiche Avante Zone OCR and Validation Package		\$839.00	\$839.00
1.00	MPP1	Laserfiche Avante Starter Public Portal		\$4,500.00	\$4,500.00
8.00	MPAR	Laserfiche Avante Participant Users		\$105.00	\$840.00
24.00	MNF16	Laserfiche Avante Named Full User with Snapshot, Email, WebAccess, and Mobile		\$180.00	\$4,320.00
24.00	MFRM	Laserfiche Forms		\$15.00	\$360.00
1.00	MCQ01	Laserfiche Avante Quick Fields		\$179.00	\$179.00
1.00	MCA01	Laserfiche Avante Import Agent		\$449.00	\$449.00
24.00	МАТМ	Laserfiche Avante Standard AuditTrail		\$22.50	\$540.00
1.00	MSM60	Laserfiche Avante Records Management Module		\$1,800.00	\$1,800.00
1.00	MSE30	Laserfiche Avante Server for MS SQL with Workflow.		\$1,500.00	\$1,500.00
		,	Software S	SUBTOTAL:	\$15,327.00

Software Total:

\$15,327.00

Item 6.

Support

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	LF-INCR5	Laserfiche Increase 5%	Laserfiche self-hosted perpetual product suite increase (5% increase effective July 1, 2024 on all United, Avante and Rio licensing and support for all accounts)	\$766.35	\$766.35
		-	Support S	SUBTOTAL:	\$766.35
			Su	pport Total:	\$766.35

Discount

Qty	Product Code	Product Name	Product Description	Unit Price	Total Price
1.00	DSC DIR DSA 3YR 3P	Texas DIR Support 3%	DocuNav DIR DSA Maintenance Support 3-Year discount with limited 3% increase year over year. 10% off support, DIR Contract # DIR-CPO-4449	\$-1,609.34	\$-1,609.34
	·		Discount	SUBTOTAL:	\$-1,609.34
			Disc	count Total:	\$-1,609.34

Subtotal	\$14,484.01
Tax	\$0.00
Total	\$14,484.01

Terms & Conditions

Payment Terms: All payments are Net 30 from date of invoice issued. Preferred payment method: check or ACH payment. Subscription terms will renew on the anniversary of the date of your DocuNav Annual Support Agreement unless you provide cancellation notice 45 days before the end of the agreement. On-site Professional Services Time: billing rate quoted does not include travel expenses for out of market professional services time. Pre- purchased hours or daily units expire after 3 years from invoice date.

PURCHASE AGREEMENT



This agreement is made and entered into November 24, 2024 by and between:

VP Imaging, Inc. dba DocuNav Solutions 8501 Wade Blvd Suite 1440 Frisco, Texas 75034 Herein referred to as "Seller";

And City of Sanger 502 Elm Street Sanger, TX 76266 Herein referred to as "Buyer."

WITNESSETH

WHEREFORE, in consideration of the mutual covenants herein contained, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- <u>Agreement to Sell and Purchase</u>: Seller hereby agrees to sell to Buyer, and Buyer agrees to purchase from Seller those software products, services, maintenance agreements, and upgrades, as more particularly described in: DocuNav Quote #00202-2 attached hereto as Exhibit "A" and incorporated by reference.
- <u>Purchase Price and Payment</u>: The purchase price for the subscription software products being purchased by Buyer from Seller are set forth in Exhibit "A". Software purchased through Laserfiche Subscription is a software license that lowers initial licensing costs based on subscribing to the rights to use Laserfiche products and services instead of owning them and shall be due and payable from Buyer to Seller as follows:
 - a. Buyer agrees to pay Seller an amount not to exceed; **\$14,484.01** for all software, services, 1st year maintenance fees, and applicable sales tax included in Exhibit "A".
 - b. Buyer shall pay 100% of all subscription software licensing, 1st year maintenance fees, and Professional Services Time as set forth in Exhibit "A" upon acceptance of the purchase agreement.
 - c. It is agreed that the estimates for those items set forth in Exhibit "A" will not be exceeded by Seller without prior written approval by Buyer. The estimated items may include the number of hours/days required for installation, configurations, business process review and training. If the service hours/days exceed the quoted amounts, seller will bill after completion and buyer agrees to pay said charges.

- d. All payments are Net 30 from date of invoice issued.
- Maintenance and Upgrade Fees: It is acknowledged that Exhibit "A" includes initial fees for subscription licensing, annual maintenance, and upgrades for the software products sold to Buyer as more fully described hereinabove. With respect to such subscription licensing, maintenance, and upgrade fees, it is agreed as follows:
 - a. The sums payable by Buyer for subscription licensing, maintenance, and upgrades for additional years after the included 1st Year Support & Maintenance are payable annually 60 days prior to the anniversary date of the purchase agreement.
 - b. If the pricing includes a 3-year discount, the agreement will auto-renew for a new 3-year term each year unless the Buyer contacts the Seller at least 45 days prior to the renewal date.
 - c. DocuNav Support Level Agreement is included in the maintenance and upgrade fees and includes Priority technical support, installation and operations support services, information services, and troubleshooting services: off-site; Monday Friday, 8:00AM -5:00PM CST; excluding holidays.
- 4. <u>Limitation</u>: It is specifically acknowledged and agreed that all techniques, procedures and methodologies used and implemented by Seller in the performance of its work under this agreement are not included in the sale, and all intellectual property rights to such techniques, procedures and methodologies shall be retained by Seller, or by such third parties with whom Seller may contract with or have licenses through.
- 5. <u>Independent Contractor</u>: It is specifically acknowledged that Seller is an independent contractor, and that no agent, employee, or subcontractor of Seller shall be deemed an employee of Buyer, or be entitled to any compensation from Buyer except as specifically set forth in this agreement.
- 6. <u>Confidentiality</u>: Seller shall keep confidential all aspects of the work performed under this contract, including but not limited to all communications regarding that work and all Buyer data and information to which Seller obtains access in the course of performing services under this agreement. Seller shall limit internal access to information regarding work under this contract to those members of Seller's own staff or subcontractors of Seller who are directly involved in the work or otherwise have a need for access to the information. Unless otherwise required by open records law, Seller shall not disclose the information to anyone other than the Buyer's project manager and Seller's own staff and subcontractors without the Buyer's prior written consent. Seller shall ensure that all individuals and subcontractors engaged directly or indirectly by Seller to provide services under this agreement are advised of and required to comply with the forgoing confidentiality obligation.
- 7. <u>Sharing Information</u>: Upon the Buyer's request, Seller shall share any project information designated by the Buyer and shall fully cooperate with all corporations, firms, contractors, governmental entities, and persons involved in or associated with the project and designated by the Buyer in the request.
- 8. <u>Commitment and Completion</u>: It is agreed that Seller shall commence work upon receipt of authorization to proceed from Buyer. Work shall be completed pursuant to Exhibit "A", Exhibit "B", and any additional Statements of Work agreed upon by both parties. Notwithstanding such schedules, it is acknowledged that delays resulting from any acts or omissions of Buyer, or circumstances beyond the

control of Seller, including, but not limited to acts of war or terror, natural disasters, material shortages, and acts of God, shall not be deemed a breach of this agreement.

- 9. <u>Warranty and Limitations</u>: Except as otherwise set forth herein, Seller warranties software to perform to stated specifications. Buyer should notify Seller of any defects, upon notification Seller's technical support team will provide issue resolution. In no event shall Seller be responsible to Buyer for incidental, special, or consequential damages arising from business interruption or lost profits suffered by Buyer or any third party arising out of the breach of any warranty provided herein.
- 10. <u>Attorney's Fees</u>: In case suit, action, or arbitration is instituted to enforce or rescind any of the rights or provisions expressed in this agreement, the party not prevailing agrees to pay the prevailing party's costs and disbursements related to said proceedings and such sums as the court or arbitrator, may adjudge reasonable for the attorney's fees at trial or appeal of said suit or action.
- 11. <u>Governing Law</u>: This agreement shall be governed and construed under the laws of the State of Texas.
- 12. <u>Severability</u>: If any provision of this agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.
- 13. <u>Complete Agreement</u>: This represents the complete and final agreement of the parties regarding the purchase and sale of software products and other services to be rendered by Seller on behalf of Buyer and supersedes and replaces any oral or written agreements heretofore made. Any modification to this agreement shall only be valid if in writing and signed by the parties hereto.
- 14. <u>Laserfiche VAR Strategy</u>: The Laserfiche strategy includes the use of Value Added Resellers (VARS). The relationship between the VARs and Laserfiche is one in which end user clients are permitted to engage with a single VAR of record for software support and maintenance and additional product purchases. DocuNav Solutions is the VAR of record for the Buyer. If the Buyer desires to purchase Laserfiche products or services from a VAR other than DocuNav Solutions and the Buyer is not within a multi-year agreement, the Buyer can do so by changing its VAR of record by completing and submitting a Change of VAR Request and submitting it to Laserfiche. The change of VAR can be completed within 30 days in most instances. A VAR change within a multi-year agreement can only be done with cause. Otherwise, the remaining support commitment is due before the VAR change will be approved. The purpose of the Laserfiche policy is to promote and maintain as much as possible, the history and experience of the Buyer's technology and vision drivers with the company responsible for the installation and maintenance of the solution, to promote an effective document and records management system.

15. Exclusivity:

During the term of the support agreement the customer agrees to consult with DocuNav Solutions before giving any third-party access to their ECM environment. Any third-party that is given access to the Buyer's system has the ability to cause significant harm to the stability of the Buyer's system whether intentional or not. They also have full access to customer data and DocuNav Solutions' intellectual property. DocuNav Solutions agrees to employ the required resources to fully support any ECM or integration need of the customer or will recommend and partner with an approved third-party. 16. Insurance. The parties shall maintain insurance as follows:

Seller shall obtain and maintain, for the duration of this Agreement, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. Required insurance shall contain a provision whereby the insurers will provide thirty (30) days' prior written notice of cancellation.

<u>Coverage</u>	<u>Limit</u>
Worker's Compensation	\$1,000,000
Commercial General Liability	\$2,000,000
E&O / Technology / Cyber	\$1,000,000
Umbrella Coverage	\$2,000,000

- 17. <u>Laserfiche Terms of Use</u>: By installing and using Laserfiche software, the Buyer agrees to the terms, privacy notices, data processing agreements and security notices posted at <u>www.laserfiche.com/legal</u>.
- 18. <u>Pre-paid professional service time guarantee</u>: DocuNav will guarantee buyer's satisfaction with the work completed. If at any point the buyer feels the work completed does not meet the previously agreed upon scope of work, the buyer will submit a list of deficiencies and DocuNav will have 30 days to complete the items. If DocuNav is not able to fulfill the list by the end of 30 days, DocuNav will reimburse a portion of the pre-paid service time up to 25% of the total pre-purchased.
- 19. <u>Pre-paid professional service time expiration</u>: Pre-purchased hours and onsite units will expire after 3 years from invoice date unless an extension is requested by customer.

SELLER:

V.P. IMAGING, INC DBA DocuNav Solutions A Texas Corporation

Signature	Date
Name:	
Title:	
BUYER:	

CITY OF SANGER, TEXAS

Signature	Date
Name: John Noblitt	
Title: City Manager	



DATE:	October 21, 2024
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FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on Resolution 2024-16, appointing the Planning & Zoning Commission to serve as the Capital Improvements Advisory Committee.

SUMMARY:

- The City currently does not have a Capital Advisory Committee and a Committee is required to review impact fees.
- Per the Local Government Code the Planning & Zoning Commission can serve as the Capital Improvements Committee if the member are qualified.
- The Planning & Zoning Commission has an engineer and members involved with construction on the commission. This qualifies them to serve without adding any additional members.
- The Capital Improvements Advisory Committee will give recommendations on Roadway Impact Fees as well as any other Impact Fees.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Resolution 2024-16

CITY OF SANGER, TEXAS

RESOLUTION NO. 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, APPOINTING THE PLANNING AND ZONING COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; AUTHORIZING ITS EXECUTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Sanger has undertaken to adopt impact fees as authorized by Ch. 395 of the Texas Local Government Code; and

WHEREAS, it is necessary to appoint a Capital Improvements Advisory Committee to assist in the process of adopting impact fees; and

WHEREAS, this resolution repeals Resolution No. 03-09-03; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of Sanger.

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

<u>SECTION 1.</u> The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

SECTION 2. That the Planning and Zoning Commission of the City of Sanger is hereby appointed to act as the Capital Improvements Advisory Committee as required by Section 395.058 of the Texas Local Government Code.

TEX. LGC Sec. 395.058

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

SECTION 3. The advisory committee serves in an advisory capacity and is established

- to:
- A. Advise and assist the political subdivision in adopting land use assumptions;
- B. Review the capital improvements plan and file written comments;
- C. Monitor and evaluate implementation of the capital improvements plan;
- D. File semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
- E. Advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fees.

SECTION 4. The City Council shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

SECTION 5. The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties. The following rules for the advisory committee are adopted, to wit;

- A. The members of the Planning and Zoning Commission shall be members of the Capital Improvements Committee for their terms of office.
- B. Vacancies of commission members shall be filled as provided by the zoning ordinance.
- C. The member of the committee shall serve without compensation.
- D. The committee shall elect a chairman and a vice chairman from its membership. The chairman shall call and preside over all meetings of the committee, and the vice chairman shall perform all the duties of the chairman in the chairman's absence.
- E. The committee shall have the power to make additional rules, regulations and bylaws for its own government, which rules shall not be in conflict with this resolution.
- F. The committee shall perform the duties set out herein in Chapter of the Texas Local Government Code, and as directed by the City Council.

SECTION 6. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 21st DAY OF OCTOBER 2024.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



DATE: October 21, 2024

FROM: Ronnie Grace, Electric Director

AGENDA ITEM: Consideration and possible action on Ordinance 10-19-24, Amending Chapter 13 Utilities, Article 13.1300 Installation Of Underground Electrical Service, Section 13.1301(a)(10) Installation Of Underground Electrical Service adding a distance requirement to regulate the distance between the power subsurface pedestal and the light pole.

SUMMARY:

- This adjustment will reduce maintenance costs by decreasing the distance between the pedestal and the light pole.
- It will also minimize the risk of damage or service interruptions for customers.
- Additionally, this change will enable the Electric Department to access the equipment for maintenance without needing to wait for other power providers.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance No. 10-19-24

CITY OF SANGER, TEXAS

ORDINANCE 10-19-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 13 UTILITIES, ARTICLE 13.1300 INSTALLATION OF UNDERGROUND ELECTRICAL SERVICE, SECTION 13.1301(a)(10) INSTALLATION OF UNDERGROUND ELECTRICAL SERVICE ADDING A DISTANCE REQUIREMENT TO REGULATE THE DISTANCE BETWEEN THE POWER SUBSURFACE PEDESTAL AND THE LIGHT POLE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; 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, the City Council approved Ordinance 11-37-17 adopting underground utility installation procedures on Nov. 20, 2017; and

WHEREAS the City Council finds it necessary for the public health, safety and welfare that development occurs in a controlled and orderly manner; and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

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

<u>SECTION 1.</u> That Chapter 13 Utilities, Article 13.1300 Installation of Underground Electrical Service, Section 13.1301 (a)(10) Installation of Underground Electrical Service is amended as follows:

Chapter 13 Utilities, Article 13.1300 Installation of Underground Electrical Service, Section 13.1301(a)(10), Installation of Underground Electrical Service 13.1301(a)

(10) Street lighting must meet city ordinances and must be stubbed and marked at those locations by the developer. The cost of street lighting will be the developer's responsibility. The power provider shall be responsible for the service up to the subsurface pedestal, and the subsurface pedestal may be no further than 2 feet from the light pole it serves.

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

<u>SECTION 3.</u> 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 21st day of October, 2024.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



DATE: October 21, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on the Preliminary Plat of Stephen Town Crossing, being approximately 120.133 acres of land described as REUBEN BEBEE SURVEY, ABSTRACT NO. 29, located in the City of Sanger, and generally located on the west side of Sanger Circle Addition and west of Montecristo Lane and Bridle Path Lane.

SUMMARY:

- The applicant is proposing to create 427 single-family lots and 5 open-space lots from 4 unplatted tracts.
- This site is located on the west side of the Sanger Circle Addition and west of Montecristo Lane and Bridle Path Lane.
- The lots have a minimum 60' width and 100' depth with a minimum sq footage of 6500 square feet.
- The subdivision will be accessed through Sanger Circle via Joshua Drive, Legend Drive, Lake Park Drive, and Avion Drive.
- This subdivision is zoned SF-10 and is compatible with Sanger Circle.
- The property is located in the City of Sanger.
- Planning & Zoning recommended approval on 8-13-24.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map Preliminary Plat Application Letter of Intent

Denton CAD Web Map

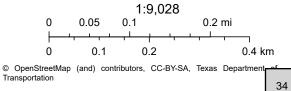


8/5/2024, 4:38:52 PM

Parcels County

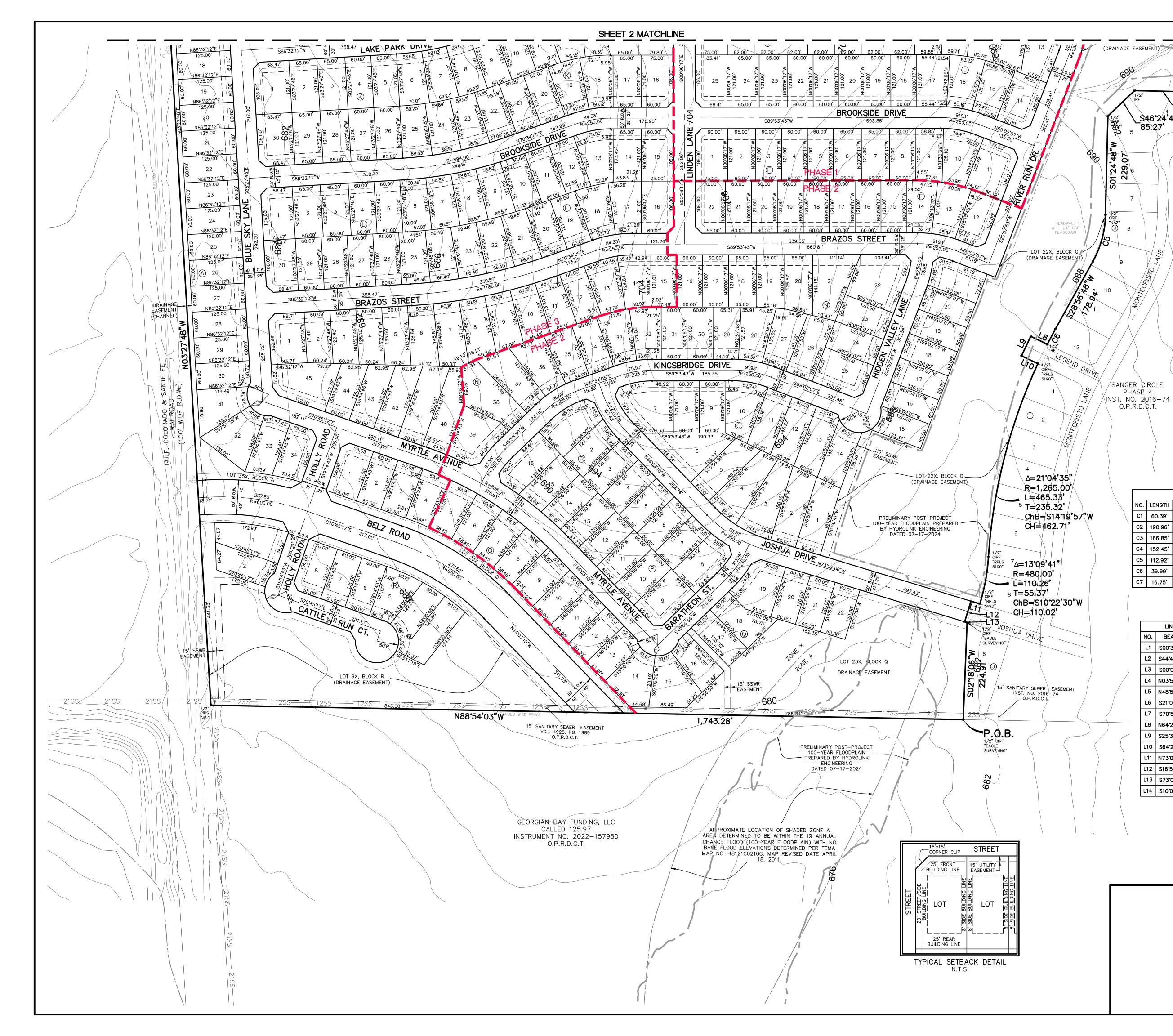


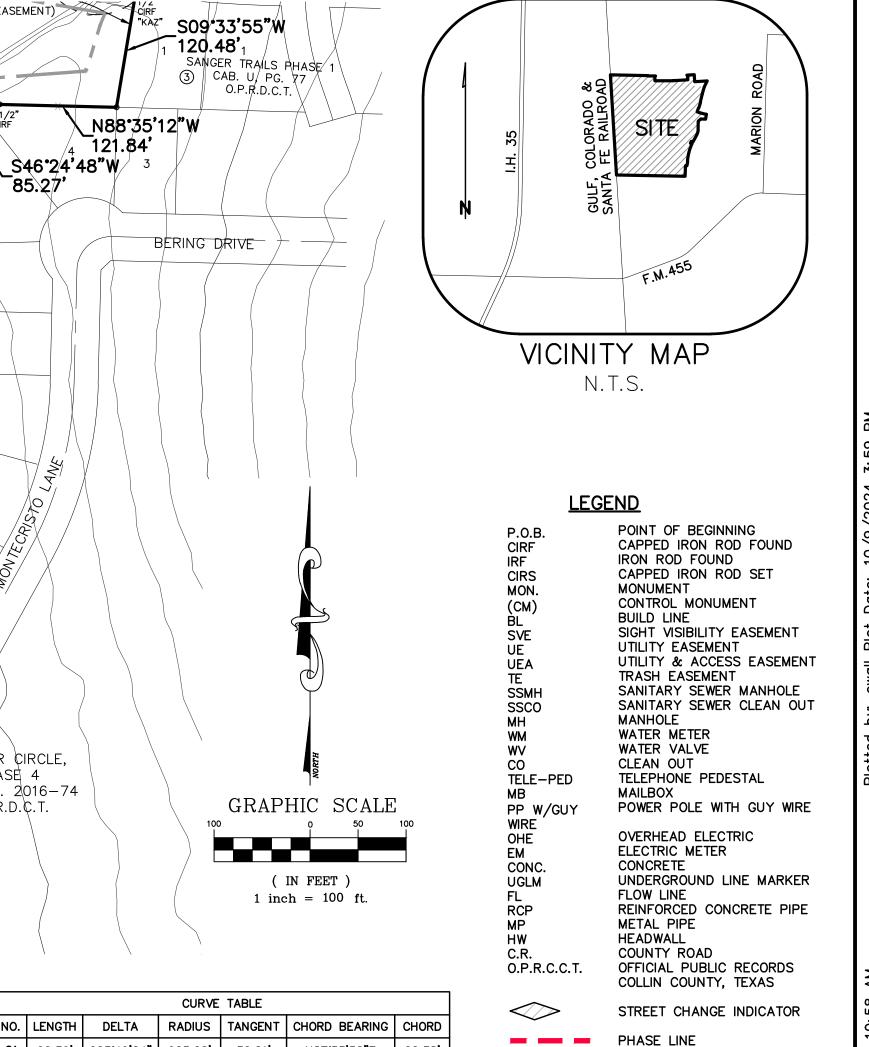
Project Name: Stephen Town Crossing Project: 24SANZON-0026 Preliminary Plat



Transportation Denton County Appraisal District, BIS Consulting - www.bisconsulting

Disclaimer: This product is for informational purposes only and has not 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 boundaries.





	CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	60.39'	003 * 49'24"	905.00'	30.21'	N87°53'52"E	60.38'
C2	190.96'	005*59'42"	1825.00'	95.57 '	S15 * 55'44"W	190.87'
C3	166.85'	008 ° 08'10"	1175.00'	83.57 '	S17 ° 03'49"W	166.71'
C4	152.45'	009 ° 00'17"	970.00'	76.38 '	S75*26'22"E	152.29'
C5	112.92'	027 * 31 ' 55"	235.00'	57.57 '	S15°10'48"W	111.84'
C6	39.99'	001*48'41"	1265.00'	20.00'	S28°02'27"W	39.99'
C7	16.75 '	000*55'55"	1030.00'	8.38'	S80°24'17"E	16.75 '

LINE TABLE			
NO.	BEARING	LENGTH	
L1	S00 ° 35'30"E	10.56'	
L2	S44*45'52"W	21.34'	
L3	S00°04'32"E	104.78'	
L4	N03*50'03"W	105.02'	
L5	N48 ° 50'03"W	21.18'	
L6	S21°02'43"W	38.32'	
L7	S70*56'34"E	63.87 '	
L8	N64°24'34"W	42.44'	
L9	S25 * 35'26"W	50.00'	
L10	S64°24'34"E	42.08'	
L11	N73°02'06"W	21.62'	
L12	S16°57'54"W	50.00'	
L13	S73*02'06"E	6.05'	
L14	S10°06'31"W	60.00'	

85.27'

PRELIMINARY PLAT STEPHENS TOWN CROSSING 427 RESIDENTIAL LOTS

5 COMMON AREA/HOA LOTS 24.636 ACRES OF DEDICATED RIGHT-OF-WAY

AND BEING 120.133 ACRES OUT OF THE REUBEN BEBEE SURVEY, ABSTRACT NO. 29

> CITY OF SANGER, DENTON COUNTY, TEXAS

	· · · · · · · · · · · · · · · · · · ·		
STC 2WG LLC/STC DH LLC	OWNER		
1401 Industrial Road Mount Pleasant, Tx 75455 Contact: Jon Anderson	(903) 563–2122		
FORESTAR (USA) REAL ESTATE GROUP, INC.	OWNER/DEVELOPER		
2221 E. Lamar Blvd. Suite 790 Arlington, Texas 76006 Contact: Stephen Brim	(817) 769–1860		
JBI PARTNERS, INC.	SURVEYOR/ENGINEER		
2121 Midway Road, Suite 300 Carrollton, Texas 75006 Contact: Chris Wall, P.E. TBPE No. F-438 TBPLS No. 10076000	(972) 248–7676		

Date: SEPTEMBER 12, 2024

Item 9.



CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	60.39'	003*49'24"	905.00'	30.21'	N87*53'52"E	60.38'
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L5	N48°50'03"W	21.18'			
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L7	S70 * 56'34"E	63.87'			
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L9	S25°35'26"W	50.00'			
L10	S64 ° 24'34"E	42.08'			
L11	N73 ° 02'06"W	21.62'			
L12	S16 ° 57'54"W	50.00'			
L13	S73 ° 02'06"E	6.05'			
L14	S10°06'31"W	60.00'			

L0 [.]	T AREA TABLE		L0 [.]	Γ AREA TABLE		LO	T AREA TABLE		LO	T AREA TABLE		LO	T AREA TABLE		LOT	T AREA TABLE		LO	T AREA TABLE		LO	T AREA TABLE		LO	T AREA TABLE	
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
A-1	9,300	0.214	B-14	7,560	0.174	D-14	10,067	0.231	G-4	11,114	0.255	I–17	8,541	0.196	K-14	7,865	0.181	M-14	7,206	0.165	N-32	8,669	0.199	P-1	10,247	0.235
A-2	7,500	0.172	B-15	7,560	0.174	D-15	7,531	0.173	G-5	8,868	0.204	I–18	8,467	0.194	K-15	9,555	0.219	M-15	7,208	0.165	N-33	12,206	0.280	P-2	7,992	0.183
A-3	7,500	0.172	B-16	7,560	0.174	D-16	7,531	0.173	G-6	8,984	0.206	I–19	7,502	0.172	К—16	8,962	0.206	M-16	7,210	0.166	N-34	14,400	0.331	P-3	7,260	0.167
A-4	7,500	0.172	B-17	7,560	0.174	D-17	7,531	0.173	G-7	10,037	0.230	I-20	7,502	0.172	K-17	7,865	0.181	M-17	7,813	0.179	N-35	7,800	0.179	P-4	7,260	0.167
A-5	7,500	0.172	B-18	7,560	0.174	D-18	7,693	0.177	G-8	14,590	0.335	I-21	7,502	0.172	K-18	8,122	0.186	M-18	7,214	0.166	N-36	7,800	0.179	P-5	7,260	0.167
A-6	7,500	0.172	B-19	7,560	0.174	D-19	8,017	0.184	H—1	8,880	0.204	I-22	7,502	0.172	К—19	8,088	0.186	M-19	7,216	0.166	N-37	10,088	0.232	P-6	7,260	0.167
A-7	7,500	0.172	B-20	7,560	0.174	D-20	8,341	0.191	H–2	7,260	0.167	I-23	7,865	0.181	K-20	7,260	0.167	M-20	7,819	0.179	N-38	9,475	0.218	P-7	7,286	0.167
A-8	7,500	0.172	B-21	7,560	0.174	D-21	8,666	0.199	H–3	7,260	0.167	I-24	7,865	0.181	K-21	7,260	0.167	M-21	7,821	0.180	N-39	9,046	0.208	P-8	9,419	0.216
A-9	7,500	0.172	B-22	7,560	0.174	D-22	8,990	0.206	H-4	7,260	0.167	I-25	9,932	0.228	K-22	7,575	0.174	M-22	7,823	0.180	N-40	8,533	0.196	P-9	9,572	0.220
A-10	7,500	0.172	B-23	7,560	0.174	D-23	9,314	0.214	H–5	7,260	0.167	I-26X	5,856	0.134	K-23	7,676	0.176	M-23	9,396	0.216	N-41	7,512	0.172	P-10	7,865	0.181
A-11	7,500	0.172	B-24	9,807	0.225	D-24	9,055	0.208	H-6	7,260	0.167	J—1	8,963	0.206	K-24	7,676	0.176	M-24	9,365	0.215	N-42	7,260	0.167	P-11	7,260	0.167
A-12	7,500	0.172	C-1	10,255	0.235	D-25	9,282	0.213	H–7	7,260	0.167	J-2	7,502	0.172	K-25	7,749	0.178	M-25	7,800	0.179	N-43	7,260	0.167	P-12	7,260	0.167
A-13	7,500	0.172	C-2	7,500	0.172	D-26	15,292	0.351	H-8	7,260	0.167	J-3	7,502	0.172	K-26	7,260	0.167	M-26	7,800	0.179	N-44	7,935	0.182	P-13	7,264	0.167
A-14	7,500	0.172	C-3	7,500	0.172	D-27	8,622	0.198	H—9	7,562	0.174	J-4	7,502	0.172	К-27	7,260	0.167	M-27	7,800	0.179	N-45	8,166	0.187	P-14	7,385	0.170
A-15	7,500	0.172	C-4	7,500	0.172	D-28	7,709	0.177	H—10	7,876	0.181	J-5	7,502	0.172	К-28	7,865	0.181	M-28	7,200	0.165	N-46	7,260	0.167	P-15	8,434	0.194
A-16	7,500	0.172	C-5	7,500	0.172	D-29	7,793	0.179	H—11	7,774	0.178	J-6	7,502	0.172	К—29	7,865	0.181	M-29	7,200	0.165	N-47	7,703	0.177	P-16	9,938	0.228
A-17	7,500	0.172	C-6	7,500	0.172	D-30	7,876	0.181	H–12	7,260	0.167	J-7	7,502	0.172	K-30	9,988	0.229	M-30	7,800	0.179	N-48	8,952	0.206	Q-1	8,848	0.203
A-18	7,500	0.172	C-7	7,500	0.172	D-31	7,960	0.183	H–13	7,260	0.167	J-8	7,502	0.172	L-1	8,778	0.202	M-31	7,790	0.179	N-49	10,367	0.238	Q-2	7,260	0.167
A-19	7,500	0.172	C-8	8,125	0.187	D-32	8,043	0.185	H–14	8,502	0.195	J-9	7,502	0.172	L-2	7,865	0.181	M-32	10,152	0.233	N-50	12,446	0.286	Q-3	7,387	0.170
A-20	7,500	0.172	C-9	8,125	0.187	D-33	8,127	0.187	H–15	9,993	0.229	J-10	8,118	0.186	L-3	7,865	0.181	M-33	15,218	0.349	N-51	11,272	0.259	Q-4	7,720	0.177
A-21	7,500	0.172	C-10	8,125	0.187	D-34	8,211	0.188	H–16	7,865	0.181	J—11	8,507	0.195	L-4	7,260	0.167	M-34	8,826	0.203	N-52	10,588	0.243	Q-5	7,720	0.177
A-22	7,500	0.172	C-11	8,125	0.187	D-35	8,989	0.206	H–17	7,415	0.170	J-12	8,416	0.193	L-5	7,260	0.167	M-35	7,450	0.171	N-53	11,068	0.254	Q-6	7,720	0.177
A-23	7,500	0.172	C-12	9,869	0.227	D-36	10,528	0.242	H–18	8,010	0.184	J–13	11,039	0.253	L-6	7,709	0.177	M-36	7,440	0.171	N-54	9,925	0.228	Q-7	7,720	0.177
A-24	7,500	0.172	C-13	10,148	0.233	F-1	8,963	0.206	H—19	7,719	0.177	J-14	9,325	0.214	L-7	7,586	0.174	M-37	7,482	0.172	N-55	8,781	0.202	Q-8	7,720	0.177
A-25	7,500	0.172	C-14	7,500	0.172	F-2	7,865	0.181	H-20	7,865	0.181	J–15	8,066	0.185	L-8	7,586	0.174	M-38	7,686	0.176	N-56	7,638	0.175	Q-9	8,583	0.197
A-26	7,500	0.172	C-15	7,500	0.172	F-3	7,260	0.167	H—21	7,260	0.167	J—16	8,675	0.199	L-9	7,586	0.174	M-39	7,921	0.182	N-57	13,096	0.301	Q-10	7,260	0.167
A-27	7,500	0.172	C-16	7,500	0.172	F-4	7,260	0.167	H-22	7,260	0.167	J–17	8,828	0.203	L-10	7,487	0.172	M-40	8,155	0.187	0-1	13,291	0.305	Q-11	7,260	0.167
A-28	7,500	0.172	C-17	7,500	0.172	F-5	7,260	0.167	H–23	7,865	0.181	J–18	7,260	0.167	L—11	7,260	0.167	M-41	8,390	0.193	0–2	7,260	0.167	Q-12	7,260	0.167
A-29	7,500	0.172	C–18	7,500	0.172	F-6	7,865	0.181	H–24	7,260	0.167	J—19	7,260	0.167	L-12	7,282	0.167	M-42	11,942	0.274	0-3	7,260	0.167	Q-13	7,311	0.168
A-30	7,472	0.172	C-19	7,500	0.172	F-7	7,865	0.181	H–25	7,260	0.167	J-20	7,260	0.167	L-13	9,107	0.209	N-13	9,720	0.223	0-4	10,536	0.242	Q-14	9,939	0.228
A-31	9,233	0.212	C-20	7,500	0.172	F-8	7,260	0.167	H—26	7,865	0.181	J-21	7,260	0.167	L-14	7,900	0.181	N-14	7,208	0.165	0-5	11,510	0.264	Q-15	10,654	0.245
A-32	11,007	0.253	C-21	7,500	0.172	F-9	7,760	0.178	H–27	8,880	0.204	J-22	7,260	0.167	L-15	8,962	0.206	N-15	7,529	0.173	0–10	10,275	0.236	Q-16	7,827	0.180
A-33	8,358	0.192	C-22	7,500	0.172	F-10	9,390	0.216	I—1	9,932	0.228	J-23	7,865	0.181	L-16	8,962	0.206	N-16	7,849	0.180	0–11	8,447	0.194	Q-17	7,500	0.172
A-34	8,640	0.198	C-23	7,500	0.172	F—11	10,855	0.249	I-2	7,865	0.181	J-24	7,865	0.181	L-17	8,340	0.191	N-17	8,170	0.188	0–12	8,739	0.201	Q-18	8,814	0.202
A-35X	32,280	0.741	C-24	9,338	0.214	F–12	8,566	0.197	I-3	7,865	0.181	J-25	9,980	0.229	L-18	8,290	0.190	N-18	8,921	0.205	0–13	8,996	0.207	Q-19	10,528	0.242
B-1	10,652	0.245	D-1	8,403	0.193	F–13	8,209	0.188	I-4	7,502	0.172	K-1	9,988	0.229	L-19	7,260	0.167	N-19	9,561	0.219	0–14	8,044	0.185	Q-20	7,200	0.165
B-2	7,560	0.174	D-2	7,977	0.183	F-14	7,811	0.179	I–5	7,502	0.172	K-2	7,865	0.181	L-20	7,415	0.170	N-20	8,866	0.204	0–15	6,966	0.160	Q-21	7,200	0.165
B-3	7,560	0.174	D-3	8,107	0.186	F-15	7,260	0.167	I—6	7,502	0.172	К-3	7,865	0.181	L-21	7,615	0.175	N-21	8,224	0.189	0–16	7,200	0.165	Q-22	7,200	0.165
B-4	7,560	0.174	D-4	8,237	0.189	F–16	7,260	0.167	I-7	7,502	0.172	К-4	7,260	0.167	L-22	7,615	0.175	N-22	7,833	0.180	0–17	7,200	0.165	Q-23X	150,136	3.447
B-5	7,560	0.174	D-5	7,719	0.177	F-17	7,260	0.167	I-8	7,502	0.172	K-5	7,260	0.167	L-23	7,615	0.175	N-23	7,610	0.175	0–18	7,200	0.165	R-1	10,454	0.240
B-6	7,560	0.174	D-6	8,487	0.195	F–18	7,260	0.167	I—9	8,483	0.195	К-6	7,786	0.179	L-24	7,615	0.175	N-24	7,260	0.167	0–19	7,200	0.165	R-2	8,197	0.188
B-7	7,560	0.174	D-7	8,616	0.198	F–19	7,260	0.167	I—10	7,822	0.180	К-7	7,700	0.177	L-25	7,739	0.178	N-25	8,474	0.195	0-20	7,201	0.165	R-3	10,294	0.236
B-8	7,560	0.174	D-8	8,069	0.185	F-20	7,260	0.167	I—11	7,865	0.181	К-8	7,700	0.177	L-26	7,260	0.167	N-26	8,428	0.193	0-21	8,889	0.204	R-4	7,895	0.181
B-9	7,560	0.174	D-9	8,179	0.188	F-21	7,260	0.167	I—12	7,865	0.181	К-9	7,260	0.167	L-27	7,260	0.167	N-27	7,260	0.167	0-22X	306,345	7.033	R-5	8,697	0.200
B-10	7,560	0.174	D-10	8,215	0.189	F-22	8,357	0.192	I—13	6,750	0.155	К—10	7,260	0.167	L-28	7,260	0.167	N-28	7,260	0.167	0-39	10,067	0.231	R-6	7,260	0.167
B-11	7,560	0.174	D-11	8,019	0.184	G-1	8,727	0.200	I-14	8,898	0.204	K-11	7,262	0.167	L-29	7,260	0.167	N-29	7,260	0.167	0-40	11,241	0.258	R-7	7,260	0.167
B-12		0.222		7,806	0.179	G-2	7,238	0.166		8,312	0.191	K-12	8,926	0.205		8,778	0.202	N-30	7,865	0.181	0-41	9,474	0.218	R-8	8,358	0.192
B-13	9,671	0.222	D-13	9,407	0.216	G-3	7,239	0.166	I—16	9,400	0.216	K-13	8,097	0.186	M-13	8,414	0.193	N-31	8,014	0.184	0-42	12,775	0.293	R-9X	165,172	3.792

ltem 9

PRELIMINARY PLAT

STEPHENS TOWN CROSSING

427 RESIDENTIAL LOTS 5 COMMON AREA/HOA LOTS 24.636 ACRES OF DEDICATED RIGHT-OF-WAY

AND BEING 120.133 ACRES OUT OF THE REUBEN BEBEE SURVEY, ABSTRACT NO. 29

CITY OF SANGER, DENTON COUNTY, TEXAS

STC 2WG LLC/STC DH LLC	OWNER
1401 Industrial Road Mount Pleasant, Tx 75455 Contact: Jon Anderson	(903) 563–2122
FORESTAR (USA)	/
REAL ESTATE GROUP, INC.	OWNER/DEVELOPER
2221 E. Lamar Blvd. Suite 790 Arlington, Texas 76006 Contact: Stephen Brim	(817) 769–1860
JBI PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 Carrollton, Texas 75006 Contact: Chris Wall, P.E. TBPE No. F-438 TBPLS No. 10076000	(972) 248-7676

JBI PARTNERS, INC. 2121 Midway Road, Suite Carrollton, Texas 75006 Contact: Chris Wall, P.E. TBPE No. F-438 TBPLS No. 10 Date: SEPTEMBER 12, 2024

Sheet 3 of 4

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Sanger, Denton County, Texas, a part of the Reuben Bebee Survey, Abstract Number 29, being all of that called 120.133 acre tract of land described in deed to FORESTAR GROUP, INC, as recorded in Instrument No. _____, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found at the southeast corner of said 120.133 acre tract, said point being the southwest corner of Sanger Circle, Phase 4, an addition to the City of Sanger as recorded in Instrument No. 2016-74, Official Public Records of Denton County, Texas, said point also being in the north line of that called 125.97 acre tract of land described in deed to Georgian Bay Funding, LLC as recorded in Instrument No. 2022-157980, Official Public Records of Denton County, Texas;

THENCE North 88 degrees 54 minutes 03 seconds West, 1,743.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the southwest corner of said 119.86 acre tract, said point being the northwest corner of said 125.97 acre tract, said point also being in the east right-of-way line of Gulf, Colorado and Sante Fe Railroad (a 100 foot wide railroad right-of-way);

THENCE North 03 degrees 27 minutes 48 seconds West, 2,551.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the northwest corner of said 120.133 acre tract, said point being the southwest corner of that called 25.35 acre tract of land described in deed to the City of Sanger as recorded in Volume 1125, Page 943, Official Public Records of Denton County, Texas, said point also being in the east right-of-way line of said Gulf, Colorado and Sante Fe Railroad;

THENCE South 88 degrees 46 minutes 26 seconds East, 959.51 feet along the north line of said 120.133 acre tract to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the southeast corner of said 25.35 acre tract, said point also being in the west line of Sanger Circle, Phase 6B, an addition to the City of Sanger as recorded in Instrument No. 2022-196, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 120.133 acre tract, and said Sanger Circle, Phase 6B as follows:

South 00 degrees 35 minutes 30 seconds East, 10.56 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner; North 89 degrees 48 minutes 06 seconds East, 184.61 feet to an "X" found for corner;

South 44 degrees 45 minutes 52 seconds West, 21.34 feet to a one-half inch iron rod with cap stamped "STRAND" found for corner; South 00 degrees 04 minutes 32 seconds East, 104.78 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;

South 89 degrees 56 minutes 24 seconds East, 455.22 feet to a one-half inch iron rod with cap stamped 'EAGLE SURVEYING" found for corner;

Northeasterly 60.39 feet along a curve to the left, having a central angle of 03 degrees 49 minutes 24 seconds, a radius of 905.00 feet, a tangent of 30.21 feet, and whose chord bears North 87 degrees 53 minutes 52 seconds East, 60.38 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;

North 86 degrees 09 minutes 57 seconds East, 322.04 feet to a 60D nail found for corner; North 03 degrees 50 minutes 03 seconds West, 105.02 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner; North 48 degrees 50 minutes 03 seconds West, 21.18 feet to a one—half inch iron rod with cap stamped "EAGLE SURVEYING" found for

corner; North 86 degrees 09 minutes 57 seconds East, 185.61 feet to a one—half inch iron rod with cap stamped 'EAGLE SURVEYING'' found at the northerly most northeast corner of said 120.133 acre tract, said point also being the northwest corner of said Lot 1, Block A, Sanger Circle Amenity Center as recorded in Instrument No. 2022—343, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 120.133 acre tract and said Lot 1, Block A as follows:

South 03 degrees 50 minutes 22 seconds East, 181.41 feet to a one-half inch iron rod with cap stamped "J. COWAN" found for corner; North 86 degrees 09 minutes 38 seconds East, 318.49 feet to a one-half inch iron rod with cap stamped "J. COWAN" found at the most easterly northeast corner of said 120.133 acre tract, said point being the southeast corner of said Lot 1, Block A, said point also being in the west line of that called 5.19 acre tract described in deed to Sanger Circle Homeowners Association, recorded as Instrument No. 2022-125390, Official Public Records of Denton County, Texas;

THENCE along the east line of said 120.133 acre tract as follows:

South 26 degrees 22 minutes 48 seconds West, 168.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; Southwesterly 190.96 feet along a curve to the left having a central angle of 05 degrees 59 minutes 42 seconds, a radius of 1,825.00 feet, a tangent of 95.57 feet, and whose chord bears South 15 degrees 55 minutes 44 seconds West, 190.87 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

South 12 degrees 56 minutes 39 seconds West, 206.00 feet to a one-half inch iron rod with cap stamped 'EAGLE SURVEYING" found for corner;

Southwesterly 166.85 feet along a curve to the right having a central angle of 08 degrees 08 minutes 10 seconds, a radius of 1,175.00 feet, a tangent of 83.57 feet, and whose chord bears South 17 degrees 03 minutes 49 seconds West, 166.71 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;

South 21 degrees 02 minutes 43 seconds West, 38.32 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner; South 70 degrees 56 minutes 34 seconds East, 63.87 feet to a one—half inch iron rod with yellow cap stamped "JBI" set for corner; Southeasterly 152.45 feet along a curve to the left having a central angle of 09 degrees 00 minutes 17 seconds, a radius of 970.00

feet, a tangent of 76.38 feet, and whose chord bears South 75 degrees 26 minutes 22 seconds East, 152.29 feet to a one-half inch iron rod with cap stamped "JBI" set in the west line of Sanger Trails Phase 1, an addition to the City of Sanger as recorded in Cabinet U, Page 77, Official Public Records of Denton County, Texas, South 10 degrees 06 minutes 31 seconds West, 60.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

Southeasterly, 16.75 feet along a curve to the left, having a central angle of 00 degrees 55 minutes 55 seconds, a radius of 1,030.00 feet, a tangent of 8.38 feet, and whose chord bears South 80 degrees 24 minutes 17 seconds East, 16.75 feet to a one-half inch iron rod with vellow cap stamped 'KAZ' found for corner:

South 09 degrees 33 minutes 55 seconds West, 120.48 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the southwest corner of said Sanger Trails Phase 1, said point being in the north line of said Sanger Circle, Phase 4;

THENCE along the common lines of said 120.133 acre tract, and said Sanger Circle, Phase 4 as follows:

North 88 degrees 35 minutes 12 seconds West, 121.84 feet to a one-half inch iron rod found for corner; South 46 degrees 24 minutes 48 seconds West, 85.27 feet to a one-half inch iron rod with cap stamped "KAZ" found for corner;

South 46 degrees 24 minutes 48 seconds west, 33.27 reet to a one-half inch iron rod with cap stamped 'KAZ' found for corner; South 01 degrees 24 minutes 48 seconds West, 229.07 feet to a one-half inch iron rod with cap stamped 'KAZ' found for corner; Southwesterly 112.92 feet along a curve to the right having a central angle of 27 degrees 31 minutes 55 seconds, a radius of 235.00 feet, a tangent of 57.57 feet, and whose chord bears South 15 degrees 10 minutes 48 seconds West, 111.84 feet to a one-half inch iron rod with vellow cap stamped "JBI" set for corner;

South 28 degrees 56 minutes 48 seconds West, 178.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; Southwesterly 39.99 feet along a curve to the left having a central angle of 01 degrees 48 minutes 41 seconds, a radius of 1,265.00 feet, a tangent of 20.00 feet, and whose chord bears South 28 degrees 02 minutes 27 seconds west, 39.99 feet to a one-half inch iron rod found for corner:

North 64 degrees 24 minutes 34 seconds West, 42.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; South 25 degrees 35 minutes 26 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; South 64 degrees 24 minutes 34 seconds East, 42.08 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner; Southwesterly 465.33 feet along a curve to the left having a central angle of 21 degrees 04 minutes 35 seconds, a radius of 1,265.00

feet, a tangent of 235.32 feet, and whose chord bears South 14 degrees 19 minutes 57 seconds West, 462.71 feet to a one-half inch iron rod with cap stamped 'RPLS 5190" found for corner; Southwesterly 110.26 feet along a curve to the right having a central angle of 13 degrees 09 minutes 41 seconds, a radius of 480.00

feet, a tangent of 55.37 feet, and whose chord bears South 10 degrees 22 minutes 30 seconds west, 110.02 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner;

North 73 degrees 02 minutes 06 seconds West, 21.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; South 16 degrees 57 minutes 54 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner; South 73 degrees 02 minutes 06 seconds East, 6.05 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;

South 02 degrees 18 minutes 06 seconds West, 224.91 feet to the POINT OF BEGINNING, and containing 5,233,001 square feet or 120.133 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

DEDICATION STATEMENT §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: THAT FORESTAR (USA) REAL ESTATE GROUP, INC. ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS STEPHENS TOWN CROSSING, 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 AISLES, 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 ____TH DAY OF ____, 2024

Kevin Lazares, Vice President, FORESTAR (USA) REAL ESTATE GROUP, INC

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Kevin Lazares, 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 and as the act and deed therein stated.

Given under my hand and seal of office, this _____th day of _____, 2024.

Notary Signature

CITY OF SANGER STANDARD NOTES:

1. "ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT."

2. "THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE."

3. "ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY."

4. "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."

5. "THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY."

6. "MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN."

7. "THE PURPOSE OF THIS PLAT IS TO CREATE 427 SINGLE-FAMILY RESIDENTIAL LOTS AND 5 COMMON AREA/HOA LOTS UNDER THE APPROVED ZONING"

8. "BEARINGS ARE BASED ON THE STATE PLAN COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83)"

ADDITIONAL PLAT NOTES: 9. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE.

10. ALL CORNERS SET ARE 1/2 INCH IRON RODS WITH PLASTIC CAP STAMPED "JBI" UNLESS OTHERWISE NOTED.

11. ACCORDING TO FEMA MAP NO. 48121C0210G, DATED APRIL 18, 2011, A PORTION OF THE SUBJECT TRACT LIES WITHIN SHADED ZONE A AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOODPLAIN) WITH NO BASE FLOOD ELEVATIONS DETERMINED.

KNOW ALL MEN BY THESE PRESENTS:

I, Mark W. Harp, Registered Professional Land Surveyor of the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision. Dated this the ____th day of _____, 2024.

PELIMINARY FOR REVIEW PURPOSES ONLY Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____th day of _____, 2024.

Notary Public, State of Texas

APPROVED FOR PREPARATION OF FINAL PLAT

CITY OF SANGER, TX PLANNING & ZONING COMMISSION

PRELIMINARY PLAT

DATE

STEPHENS TOWN CROSSING

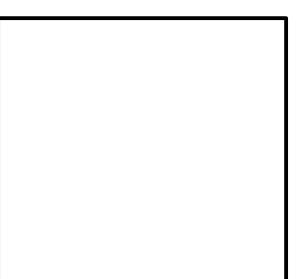
427 RESIDENTIAL LOTS 5 COMMON AREA/HOA LOTS 24.636 ACRES OF DEDICATED RIGHT-OF-WAY

AND BEING 120.133 ACRES OUT OF THE REUBEN BEBEE SURVEY, ABSTRACT NO. 29

CITY OF SANGER, DENTON COUNTY, TEXAS

STC 2WG LLC/STC DH LLC	OWNER
1401 Industrial Road Mount Pleasant, Tx 75455 Contact: Jon Anderson	(903) 563–2122
FORESTAR (USA) REAL ESTATE GROUP, INC.	OWNER/DEVELOPER
2221 E. Lamar Blvd. Suite 790 Arlington, Texas 76006 Contact: Stephen Brim	(817) 769–1860
JBI PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 Carrollton, Texas 75006 Contact: Chris Wall, P.E. TBPE No. F-438 TBPLS No. 10076000	(972) 248–7676

Date: SEPTEMBER 12, 2024



lotted by: cwall Plot Date: 10/9/2024 4:00

Item 9



ſ	X	Preliminary		Final	Vacating Plat
		Plat Minor	 	Plat/Replat	 Conveyance
		Plat		Amended Plat	Plat

Applicant	Owner (if different from applicant)
Name: Chris Wall	Name: Jon Anderson
Company: JBI Partners, Inc.	Company: STC 2WG LLC; STC DH LLC
Address: 2121 Midway Road, Suite 300	Address 1401 Industrial Road
City, State, Zip: Carrollton, Texas, 75006	City, State, Zip: Mount Pleasant, Texas, 75455
Phone 972-738-0212	Phone: 903-563-2122
Fax:	Fax
Email: cwall@jbipartners.com	Email: jon@presidentialland.com

		Submittal Checklist
6	_	Pre-Application Conference (Date: 04 / 04 / 2024)
ONLINE		One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
0.	\checkmark	Letter of Intent
CITYTO		Non-Refundable Application Fee (Check Payable to City of Sanger)
Ferra	~	Application Form (Signed by Owner)
	/	Applicable Plat Checklist (Completed)
	-	Additional Required Documents/Traffic & Drainage Studies etc
	V	One (I) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development <u>a sangertexas or a</u>

Supporting Materials (List if provided): ____

R Number(s): 244842; 962916; 254193	
<u> </u>	A
you Chio	July 17, 2024
Owner's Signature	Date
L' de la	July 17, 2024
Applicant's Signature	Date

Office Use: Reviewed by Director of Development Services_/_/





July 17, 2024

Ramie Hammonds City of Sanger – Director of Development Services 201 Bolivar Street PO Box 1729 Sanger, Texas 76266

Letter of Intent - (Preliminary Plat Application for Stephens Town Crossing)

Ms. Hammonds,

The information for the Letter of Intent can be found below:

Subdividers Name and Address

Kevin Lazares Forestar (USA) Real Estate Group, Inc. 2221 E. Lamar Blvd, Suite 790 Arlington, Texas 76006 Email: <u>KevinLazares@forestar.com</u> Phone: 817-769-1860

Contact for Applicant

Chris Wall JBI Partners, Inc 2121 Midway Road, Suite 300 Carrollton, Texas 75006 Email: <u>cwall@jbipartners.com</u> Phone: 903-285-4352

Designated Point of Contact For Future Correspondence

Chris Wall JBI Partners, Inc 2121 Midway Road, Suite 300 Carrollton, Texas 75006 Email: <u>cwall@jbipartners.com</u> Phone: 903-285-4352

The intent of this application

The intent of this application is to obtain an approved preliminary plat for 427 SF homes with SF-8 Zoning to be constructed in 3 Phases as outlined on the preliminary plat.



Description of the Location, Land area, particulars as to the intended uses of the property and any intended future development on the property.

The project is located northwest of Chapman Drive and Marion Road intersection. It is west of the existing Sanger Circle development and the property can be accessed through Lake Park Drive and Joshua Drive on the east, and Avalon Drive on the north. The land area currently is undeveloped and is proposed to be single-family homes with SF-8 zoning to be constructed in 3 Phases.

Request that the plat be reviewed and considered by the appropriate approval body.

We would like to request that the preliminary plat be reviewed by the appropriate approval body.

If there are any additional questions, please reach out to me. Email: <u>cwall@jbipartners.com</u> Phone: 972-738-0212

Sincerely,

mi/ /il

Chris Wall, PE



DATE: October 21, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on the Final Plat of the Belz Road Retail Addition Phase 1, being 32.03 acres described as A1241A TIERWESTER, TR 56, and A1241A TIERWESTER, TR 57(PT), OLD DCAD SHT 5, TR 6, located in the City of Sanger, and generally located on the west side of North Stemmons Frwy at the intersection of West Chapman Dr and North Stemmons Frwy.

SUMMARY:

- This is phase 1 of a multi-phase development
- Applicant is platting Block A, Lots 4-14, and Block B, Lots 2-5
- The proposed lots will be developed as commercial lots including a grocery site, with one being developed as a self-storage.
- These lots will have frontage along N Stemmons, W Chapman Dr, a newly developed street, and internal drive aisles.
- Planning & Zoning recommended approval on

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

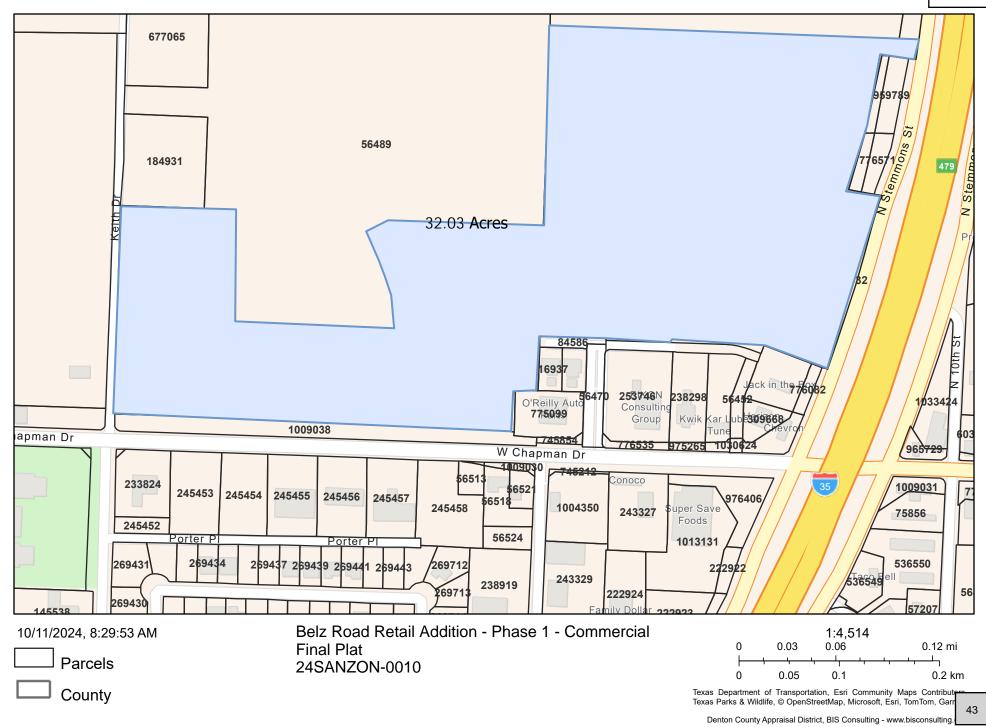
Staff recommends APPROVAL

ATTACHMENTS:

Location Map Final Plat Application 1 Application 2 Letter of Intent

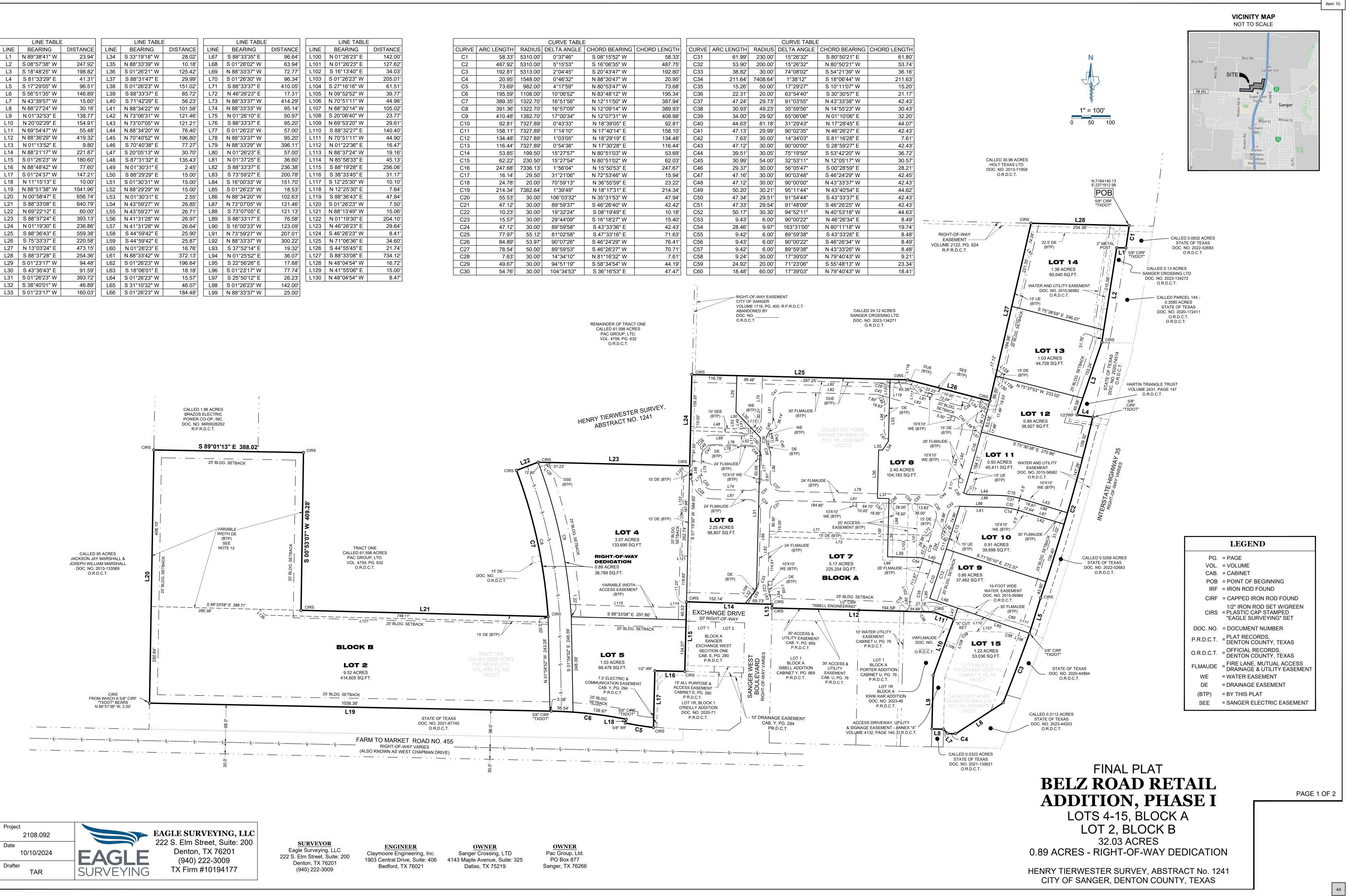
Denton CAD Web Map

Item 10.



Disclaimer: This product is for informational purposes only and has not 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 boundaries.

	LINE TABLE			LINE TABLE	-		LINE TABLE	:		LINE TABLE	-
LINE	BEARING	- DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	- DISTANCE	LINE	BEARING	- DISTANCE
	N 89°38'41" W	23.94'	L34	S 33°19'18" W	28.02'	L67	S 88°33'35" E	96.64'	L100	N 01°26'23" E	142.00'
L2	S 08°57'38" W	247.92'	L35	N 88°33'39" W	10.18	L68	S 01°26'02" W	63.94'	L100	N 01°26'23" E	127.62'
L3	S 18°48'25" W	198.82'	L36	S 01°26'21" W	125.42'	L69	N 88°33'37" W	72.77'	L101	S 16°13'40" E	34.03'
L0 L4	S 81°33'29" E	41.31'	L37	S 88°31'47" E	29.99'	L70	S 01°26'30" W	96.34'	L102	S 01°26'23" W	205.01'
L4 L5	S 17°29'05" W	96.51'	L38	S 01°26'23" W	151.02'	L70	S 88°33'37" E	410.05'	L100	S 27°16'16" W	61.51'
L6	S 56°51'35" W	146.89'	L39	S 88°33'37" E	85.72'	L72	N 46°26'23" E	17.31'	L104	N 09°52'52" W	39.77'
L7	N 43°39'57" W	15.60'	L40	S 71°42'29" E	56.23'	L73	N 88°33'37" W	414.29'	L100	N 70°51'11" W	44.96'
L8	N 88°27'24" W	30.16'	L40	N 88°34'22" W	101.58'	L74	N 88°33'33" W	95.14'	L107	N 88°30'14" W	105.02'
L0 L9	N 01°32'53" E	138.77'	L41	N 73°06'31" W	121.46	L75	N 01°26'10" E	50.97'	L107	S 20°06'40" W	23.77'
L10	N 20°02'29" E	154.91'	L42	N 73°07'05" W	121.21'	L76	S 88°33'37" E	95.20'	L100	N 69°53'20" W	29.61'
L10	N 69°54'47" W	55.48'	L43	N 88°34'20" W	76.40'	L77	S 01°26'23" W	57.00'	L110	S 88°32'27" E	140.40'
L12	N 88°36'29" W	419.32'	L44 L45	N 70°40'52" W	196.80'	L78	N 88°33'37" W	95.20'	L111	N 70°51'11" W	44.90'
L12	N 01°13'52" E	9.80'	L43	S 70°40'38" E	77.27	L78	N 88°33'29" W	396.11	L112	N 01°22'36" E	16.47'
L13	N 88°21'17" W	221.87'	L40	S 20°05'13" W	30.70'	L80	N 01°26'23" E	57.00'	L112	N 88°37'24" W	19.16'
L14	S 01°26'23" W	180.60'	L47	S 87°31'32" E	135.43'	L80	N 01°37'25" E	36.60'	L113	N 85°58'33" E	45.13'
L15	N 88°48'42" W	77.60'	L40	N 01°30'31" E	2.45	L81	S 88°33'37" E	236.38'	L114	S 88°19'28" E	256.06'
L10	S 01°24'37" W	147.21'	L49	S 88°29'29" E	15.00'	L83	S 73°59'27" E	200.78	L115	S 38°33'45" E	31.17'
L17 L18	N 11°15'13" E	147.21	L50	S 01°30'31" W	15.00	L83	S 16°00'33" W	151.70'	L110	S 12°25'30" W	10.10'
L10 L19	N 88°51'38" W	10.00							L117	N 12°25'30" E	7.64'
L19 L20	N 00°58'47" E	656.74'	L52	N 88°29'29" W	15.00'	L85	S 01°26'23" W	18.53'	L118		
			L53	N 01°30'31" E	2.55'	L86	N 88°34'20" W	102.63'		S 88°36'43" E	47.84'
L21	S 88°33'08" E	640.79'	L54	N 43°59'27" W	26.85'	L87	N 73°07'05" W	121.46'	L120	S 01°26'23" W	7.50'
L22	N 69°22'12" E	60.00'	L55	N 43°59'27" W	26.71'	L88	S 73°07'05" E	121.13'	L121	N 88°13'49" W	15.06'
L23	S 88°37'24" E	393.13'	L56	N 41°31'28" W	26.97'	L89	S 88°33'17" E	76.58'	L122	N 01°19'30" E	204.10'
L24	N 01°19'30" E	236.86'	L57	N 41°31'28" W	26.64'	L90	S 16°00'33" W	123.09'	L123	N 46°26'23" E	29.64'
L25	S 88°36'43" E	559.38'	L58	S 44°59'42" E	25.90'	L91	N 73°59'27" W	207.01'	L124	S 46°26'23" W	8.41'
L26	S 75°33'37" E	220.58'	L59	S 44°59'42" E	25.87'	L92	N 88°33'37" W	300.22'	L125	N 71°06'36" E	34.60'
L27	N 13°03'24" E	473.15'	L60	N 01°26'23" E	16.76'	L93	S 37°52'14" E	19.32'	L126	S 44°55'45" E	21.74'
L28	S 88°37'28" E	254.36'	L61	N 88°33'42" W	372.13'	L94	N 01°25'52" E	36.07'	L127	S 88°33'08" E	734.12'
L29	S 01°23'17" W	94.48'	L62	S 01°26'23" W	196.84'	L95	S 22°56'26" E	17.68'	L128	N 48°04'54" W	16.72'
L30	S 43°36'43" E	91.59'	L63	S 18°06'01" E	18.18'	L96	S 01°23'17" W	77.74'	L129	N 41°55'06" E	15.00'
L31	S 01°26'23" W	393.72'	L64	S 01°26'23" W	15.57'	L97	S 25°50'12" E	26.23'	L130	N 48°04'54" W	8.47'
L32	S 38°40'01" W	46.89'	L65	S 31°10'32" W	46.07'	L98	S 01°26'23" W	142.00'			
L33	S 01°23'17" W	160.03'	L66	S 01°26'23" W	184.48'	L99	N 88°33'37" W	25.00'			



Date

			CURVE TABLE	Ξ					CURVE TABLE		
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	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'	C31	61.99'	230.00'	15°26'32"	S 80°50'21" E	61.80'
C2	487.92'	5310.00'	5°15'53"	S 16°06'35" W	487.75'	C32	53.90'	200.00'	15°26'32"	N 80°50'21" W	53.74'
C3	192.81'	5313.00'	2°04'45"	S 20°43'47" W	192.80'	C33	38.82'	30.00'	74°08'02"	S 54°21'39" W	36.16'
C4	20.95'	1548.00'	0°46'32"	N 88°30'47" W	20.95'	C34	211.64'	7408.64'	1°38'12"	S 18°06'44" W	211.63'
C5	73.69'	982.00'	4°17'59"	N 80°53'47" W	73.68'	C35	15.26'	50.00'	17°29'27"	S 10°11'07" W	15.20'
C6	195.59'	1108.00'	10°06'52"	N 83°48'12" W	195.34'	C36	22.31'	20.00'	63°54'40"	S 30°30'57" E	21.17'
C7	389.35'	1322.70'	16°51'56"	N 12°11'50" W	387.94'	C37	47.24'	29.73'	91°03'55"	N 43°33'38" W	42.43'
C8	391.36'	1322.70'	16°57'09"	N 12°09'14" W	389.93'	C38	30.93'	49.23'	35°59'56"	N 14°55'23" W	30.43'
C9	410.48'	1382.70'	17°00'34"	N 12°07'31" W	408.98'	C39	34.00'	29.92'	65°06'06"	N 01°10'06" E	32.20'
C10	92.81'	7327.89'	0°43'33"	N 18°39'05" E	92.81'	C40	44.63'	81.18'	31°29'43"	N 17°28'45" E	44.07'
C11	158.11'	7327.89'	1°14'10"	N 17°40'14" E	158.10'	C41	47.13'	29.99'	90°02'35"	N 46°26'27" E	42.43'
C12	134.48'	7327.89'	1°03'05"	N 18°29'19" E	134.48'	C42	7.63'	30.00'	14°34'03"	S 81°16'28" E	7.61'
C13	116.44'	7327.89'	0°54'38"	N 17°30'28" E	116.44'	C43	47.12'	30.00'	90°00'00"	S 28°59'27" E	42.43'
C14	53.85'	199.50'	15°27'57"	N 80°51'03" W	53.69'	C44	39.51'	30.05'	75°19'50"	S 53°42'20" W	36.72'
C15	62.22'	230.50'	15°27'54"	N 80°51'02" W	62.03'	C45	30.99'	54.00'	32°53'11"	N 12°05'17" W	30.57'
C16	247.68'	7336.13'	1°56'04"	N 15°50'53" E	247.67'	C46	29.37'	30.00'	56°05'47"	S 00°28'59" E	28.21'
C17	16.14'	29.50'	31°21'06"	N 72°53'46" W	15.94'	C47	47.16'	30.00'	90°03'48"	S 46°24'29" W	42.45'
C18	24.78'	20.00'	70°59'13"	N 36°55'59" E	23.22'	C48	47.12'	30.00'	90°00'00"	N 43°33'37" W	42.43'
C19	214.34'	7382.64'	1°39'49"	N 18°17'31" E	214.34'	C49	50.20'	30.21'	95°11'44"	N 43°40'54" E	44.62'
C20	55.53'	30.00'	106°03'32"	N 35°31'53" W	47.94'	C50	47.34'	29.51'	91°54'44"	S 43°33'37" E	42.43'
C21	47.12'	30.00'	89°59'37"	S 46°26'40" W	42.42'	C51	47.33'	29.54'	91°48'09"	S 46°26'25" W	42.43'
C22	10.23'	30.00'	19°32'24"	S 08°19'49" E	10.18'	C52	50.17'	30.30'	94°52'11"	N 40°53'18" W	44.63'
C23	15.57'	30.00'	29°44'09"	S 16°18'27" W	15.40'	C53	9.43'	6.00'	90°00'22"	N 46°26'34" E	8.49'
C24	47.12'	30.00'	89°59'58"	S 43°33'36" E	42.43'	C54	28.46'	9.97'	163°31'00"	N 80°11'18" W	19.74'
C25	77.97'	55.12'	81°02'58"	S 47°33'16" E	71.63'	C55	9.42'	6.00'	89°59'38"	S 43°33'26" E	8.48'
C26	84.89'	53.97'	90°07'26"	S 46°24'29" W	76.41'	C56	9.43'	6.00'	90°00'22"	S 46°26'34" W	8.49'
C27	78.54'	50.00'	89°59'53"	S 46°26'27" W	70.71'	C57	9.42'	6.00'	89°59'38"	N 43°33'26" W	8.48
C28	7.63'	30.00'	14°34'10"	N 81°16'32" W	7.61'	C58	9.24'	30.00'	17°39'03"	N 79°40'43" W	9.21
C29	49.67'	30.00'	94°51'19"	S 58°34'54" W	44.19'	C59	24.92'	20.00'	71°23'06"	S 55°48'13" W	23.34
C30	54.76'	30.00'	104°34'53"	S 36°16'53" E	47.47'	C60	18.48'	60.00'	17°39'03"	N 79°40'43" W	18.41'

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS COUNTY OF DENTON

1, Block A of Foodmaker Addition, a subdivision of record in Cabinet P, Page 105 of the Plat Records of Denton County, Texas, also being a portion of a called 24.12 acre tract of land conveyed to Sanger Crossing LTD. by Special Warranty Deed of record in Document Number 2023-134271 of the Official Records of Denton County, Texas, also being a portion 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 said Official Records, also being a portion of a called 0.672 acre tract of land conveyed to Sanger Crossing LTD. by deed of record in Document Number 2023-134278 of said Official Records and being more particularly described by metes and bounds, as follows:

BEGINNING, at a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT" found in the curving West right-of-way line of Interstate Highway 35 (right-of-way varies), being the Northwest corner of a called Parcel 132 - Part 1 - 0.0832 acre tract of land conveyed to the State of Texas by Judgement of Court in Absence of Objection of record in Document Number 2022-52683 of said Official Records, being in the South line of a called 30.96 acre tract of land conveyed to Holt Texas LTD by Warranty Deed of record in Document Number 2013-71958 of said Official Records, also being the Northeast corner of said 24.12 acre tract;

THENCE, along the curving West line of Interstate Highway 35, being the West line of said parcel 132 - Part 1, along a non-tangent curve to the right, 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 inch iron rod with pink plastic cap stamped " TXDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT " found at the Southwest corner of said Parcel 132 - Part 1, being the Northwest corner of a called Parcel 145 - 0.385 acre tract of land conveyed to the State of Texas by Special Warranty Deed of record in Document Number 2020-172411 of said Official Records, also being the Northeast corner of a called 0.13 acre tract of land conveyed to Sanger Crossing LTD. by deed of record in Document Number 2023-134272 of said Official Records;

1. N89°38'41"W, a distance of 23.94 feet to a 2 inch Metal Post found at the Northwest corner of said 0.13 acre tract; 2. S08°57'38"W, a distance of 247.92 feet to a 1/2" iron rod with green plastic cap stamped "EAGLE SURVEYING" set:

THENCE, S18°48'25"W, continuing along the East line of said 24.12 acre tract, being in part, the common West line of said 0.13 acre tract and in part the common West line of that certain tract of land conveyed to Hartin Triangle Trust by Warranty Deed of record in Volume 2431, Page 17 of said Official Records, a distance of 198.82 feet to a 1/2" iron rod found at the Southwest corner of said Hartin Triangle Trust tract; **THENCE**, S81°33'29"E, along the South line of said Hartin Triangle Trust tract, being the common East line of said 24.12 acre tract, a distance of 41.31 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT " found in the curving West right-of-way line of Interstate Highway 35, being the Southwest corner of a called Parcel 144 - 0.0135 acre tract of land conveyed to the State of Texas by Deed of record in Document Number 2020-74514 of said Official Records, also being the Northwest corner of a called Parcel 132 - Part 2 - 0.5258 acre tract of land conveyed to the State of Texas by Judgement in Absence of Objection of record in Document Number 2022-52683 of said Official Records;

- plastic cap stamped "EAGLE SURVEYING" set at the end of said curve;
- acre tract, also being the Northeast corner of said 0.672 acre tract;

THENCE, continuing along the West right-of-way line of Interstate Highway 35, being in part, the West line of said Parcel 131 and in part, the Northwest line of a called Parcel 83 - 0.3112 acre tract of land conveyed to the State of Texas by Agreed Judgement of record in Document Number 2023-44203 of said Official Records, being the common East line of said 0.672 acre tract, along a non-tangent curve to the right, having a radius of 5313.00 feet, a chord bearing of S20°43'47"W, a chord length of 192.80 feet, a delta angle of 02°04'45", an arc length of 192.81 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast end of a cutback line at the intersection of the West right-of-way line of Interstate Highway 35 and the North right-of-way line of Farm-to-Market Road 455 (West Chapman Drive - right-of-way varies);

THENCE, along the North right-of-way line of Farm-to-Market Road 455, being in part, the Northwest line of said Parcel 83 and in part, the North line of a called Parcel 81B - 0.0323 acre tract of land conveyed to the State of Texas by Judgement of Court in absence of Objection of record in Document Number 2021-135621 of said Official Records, being the common South line of said 0.672 acre tract, the following four (4) courses and distances:

- left;
- curve:
- Northeast corner of said Parcel 81B;
- Parcel 81B, also being the Southwest corner of said 0.672 acre tract;
- common West line of said 0.672 acre tract, the following two (2) courses and distances:
- 1. N01°32'53"E, a distance of 138.77feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- 2. N20°02'29"E, a distance of 154.91 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Northeast corner of said Lot 1R, being in the South line of said 24.12 acre tract;

GENERAL NOTES

- The purpose of this plat is to create thirteen lots of record, dedicate easements, and dedicate right-of-way.
- 2. This property is located in Non-Shaded Zone "X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480786 as shown on Map Number 48121C0210G. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
- 3. The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (Adjustment Realization 2011).
- 4. All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- 5. The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
- 6. Lot to lot drainage shall not be allowed.
- 7. All lots comply with the minimum size requirements of the zoning district
- 8. This property may be subject to charges related to impact fees and the applicant should contact the city regarding any applicable fees due.
- 9. All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/property owner. Any common area within the city's right-of-way will require a facilities agreement, to be reviewed and approved by the city.
- 10. Notice selling a portion of this addition by metes and bounds is a violation of state law and is subject to fines and withholding of utilities and building permits.
- 11. This plat does not alter or remove existing deed restrictions, if any, on this property.
- 12. The City of Sanger is not responsible for the design, construction, operation, maintenance or use of the storm water detention area, and their associated private drainage easements, herein referred to as "features" to be developed and constructed by the Owners or their successors. Owners or successors agree to indemnify and hold harmless the City of Sanger, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence or omissions whatsoever arising out of the design, construction, operation, maintenance, condition or use of the "features" including any non-performance of the foregoing. Owners and successors accept full responsibility and liability for the "features". All of the above shall be covenants running with the land.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS COUNTY OF DENTON

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Sanger, Denton County, Texas.

PRELIMINARY this document shall not be recorded

for any purpose and shall not be used or viewed or relied upon as a final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

STATE OF TEXAS COUNTY OF TARRANT

BEFORE ME, the undersigned authority, on this day personally appeared MATTHEW RAABE, 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 , 2024.

Notary Public in and for the State of Texas

UTILITY PROVIDERS

Atmos Energy Corporation 106 N Bradshaw Street Denton TX 76205 940.380.7450 Contact: Caleb Hope, Project Specialist Utilities available: Gas

City of Sanger P.O. Box 1729 Sanger, TX 76266 940.321.7800 Contact: Jim Bolz, Director of Public Works Utilities available: Electric, Water, and Sewer

Nortex Communications PO Box 587 205 N Walnut St Muenster, TX 76252 940.759.2251 Contact: Joey Anderson, CEO Utilities available: Internet, phone, and TV

Project

2108.092 Date

10/10/2024

Drafter TAR



EAGLE SURVEYING, LLC 222 S. Elm Street. Suite: 200 Denton, TX 76201 (940) 222-3009 TX Firm #10194177

SURVEYOR Eagle Surveying, LLC 222 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009

WHEREAS, SANGER CROSSING LTD. and PAC GROUP, LTD. are the owner of 28.40 acres out of the Henry Tierwester Survey, Abstract Number 1241, situated in the City of Sanger, Denton County, Texas, being a portion of Lot

THENCE, leaving the West right-of-way line of Interstate Highway 35, along the North and West lines of said 0.13 acre tract, being the common East line of said 24.12 acre tract, the following two (2) courses and distances:

THENCE, along the curving West right-of-way line of Interstate Highway 35, being the West line of said Parcel 132 -Part 2, also being the common East line of said 24.12 acre tract, the following two (2) courses and distances: 1. Along a 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 inch iron rod with green

2. S17°29'05"W, a distance of 96.51 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT" found at the Southwest corner of said parcel 132 - Part 2, being the Northwest corner of a called Parcel 131 - 0.1483 acre tract of land conveyed to the State of Texas by Deed of record in Document Number 2020-44894 of said Official Records, also being the Southeast corner of said 24.12

1. S56°51'35"W, a distance of 146.89 feet to a 60D Nail found at the point of curvature of a non-tangent curve to the

2. Along said non-tangent curve to the left, having a radius of 1548.00 feet, a chord bearing of N88°30'47"W, a chord length of 20.95 feet, a delta angle of 0°46'32", an arc length of 20.95 feet to a Mag Nail set at the end of said

3. N43°39'57"W, a distance of 15.60 feet to a Mag Nail found at the Northwest corner of said Parcel 83, being the

4. N88°27'24"W, a distance of 30.16 feet to a Mag Nail found at the Northeast corner of a called Parcel 81 - 0.0621 acre tract of land conveyed to the State of Texas by Special Warranty Deed of record in Document Number 2020-76257 of said Official Records, being the Southeast corner of Lot 1R, Block A of Kwik Kar Addition, a subdivision of record in Document Number 2023-46 of said Plat Records, also being the Northwest corner of said

THENCE, leaving the North right-of-way line of Farm-to-Market Road 455, along the East line of said Lot 1R, being the

THENCE, leaving the West line of said 0.672 acre tract, along the South line of said 24.12 acre tract, being in part, the common North line of said Lot 1R, in part, the common North line of Lot 1, Block A of Porter Addition, a subdivision of record in Cabinet U, Page 76 of said Plat Records and in part, the common North line of Lot 1, Block A of Isbell Addition, a subdivision of record in Cabinet Y, Page 669 of said Plat Records, the following two (2) courses and distances:

- 1. N69°54'47"W, a distance of 55.48 feet to a 1/2 inch 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 inch 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, Block A of Isbell Addition;

THENCE, N01°13'52"E, along the East right-of-way line of Sanger West Boulevard, being the common South line of said 24.12 acre tract, a distance of 9.80 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the intersection of the East right-of-way line of 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 24.12 acre tract, a distance of 221.87 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East line of said 61.598 acre tract, being the Northwest corner of the West terminus of Exchange Drive, also being the Southwest corner of said 24.12 acre tract;

THENCE, S01°26'23"W, along the East line of said 61.598 acre tract, being in part, the common West terminus of Exchange Drive and in part, the common West line of Lot 1, Block A of Sanger Exchange West, Section One, a subdivision of record in Cabinet E. Page 280 of said Plat Records, a distance of 180.60 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of Lot 1R, Block 1 of O'Reilly Addition, a subdivision of record in Document Number 2020-71 of said Plat Records, being the Southwest corner of said Lot 1, Block A of Sanger Exchange West, Section One;

THENCE, N88°48'42"W, along the North line of said Lot 1R, being the common East line of said 61.598 acre tract, a distance of 77.60 feet to a 1/2 inch iron rod found at the Northwest corner of said Lot 1R, Block 1 of O'Reilly Addition;

THENCE, S01°24'37"W, along the West line of said Lot 1R, Block 1 of O'Reilly Addition, a distance of 147.21 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the curving North right-of-way line of Farm-to-Market Road 455, being in the North line of a called Parcel 73 - 2.0308 acre tract of land conveyed to the State of Texas by Agreed Final Judgement of record in Document Number 2021-67745 of said Official Records; THENCE, leaving the West line of said Lot 1R, Block 1 of O'Reilly Addition, along the curving North right-of-way line of

Farm-to-Market Road 455, the following four (4) courses and distances:

- 1. Along a non-tangent curve to the right, having a radius of 982.00 feet, a chord bearing of N80°53'47"W, a chord length of 73.68 feet, a delta angle of 04°17'59", an arc length of 73.69 feet to a 5/8 inch iron rod found at the end of said curve;
- 2. N11°15'13"E, a distance of 10.00 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT" found at the point of curvature of a non-tangent curve to the left;
- 3. Along said non-tangent curve to the left, having a radius of 1108.00 feet, a chord bearing of N83°48'12"W, a chord length of 195.34 feet, a delta angle of 10°06'52", an arc length of 195.59 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT" found at the end of said non-tangent curve to the left;
- 4. N88°51'38"W, a distance of 1041.96 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the East line of a called 95 acre tract of land conveyed to Jackson Jay Marshall and Joseph William Marshall by Deed or record in Document Number 2013-133569 of said Official Records of Denton County, Texas, being the common West line of said 61.598 acre tract, from which a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER, RIGHT-OF-WAY MONUMENT" found at the Northwest corner of said Parcel 73 bears N88°51'38"W, a distance of 2.00 feet;

THENCE, N00°58'47"E, leaving the North right-of-way line of Farm-to-Market Road 455, along the East line of said 95 acre tract, being the common West line of said 61.598 acre tract, a distance of 656.74 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of a called 1.86 acre tract of land conveyed to Brazos Electric Power Co-op, Inc. by deed of record in Document Number 96-R0026292, of the Real Property Records of Denton County, Texas

THENCE, S89°01'13"E, leaving the East line of said 95 acre tract, along the South line of said 1.86 acre tract, in part, a distance of 388.02 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

- THENCE, over and across said 61.598 acre tract, the following five (5) courses and distances:
- 1. S00°53'07"W, a distance of 409.28 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- 2. S88°33'08"E, a distance of 640.79 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the point of curvature of a non-tangent curve to the left;
- 3. Along said non-tangent curve to the left, having a radius of 1322.70 feet, a chord bearing of N12°11'50"W, a chord length of 387.94 feet, a delta angle of 16°51'56", an arc length of 389.35 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the end of said curve;
- 4. N69°22'12"E, a distance of 60.00 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING"
- 5. S88°37'24"E, a distance of 393.13 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE

SURVEYING" set in the West line of said 24.12 acre tract, being the common East line of said 61.598 acre tract; **THENCE**, N01°19'30"E, along the West line of said 24.12 acre tract and the common East line of said 61.598 acre tract, a distance of 236.86 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, leaving the East line of said 61.598 acre tract, over and across said 24.12 acre tract, the following three (3) courses and distances:

- 1. S88°36'43"E, a distance of 559.38 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- 2. S75°33'37"E, a distance of 220.58 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;
- 3. N13°03'24"E, a distance of 473.15 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE

SURVEYING" set in the South line of said 30.96 acre tract, being the common North line of said 24.12 acre tract; THENCE, S88°37'28"E, along the South line of said 30.96 acre tract and the common North line of said 24.12 acre tract, a distance of 254.36 feet to the POINT OF BEGINNING and containing an area of 32.03 Acres, or (1,395,408 Square Feet) of land, more or less.

Approved:	
Chairman, Planning & Zoning Commission City of Sanger, Texas	Date
Mayor City of Sanger, Texas Attested by:	Date
City Secretary City of Sanger, Texas	Date

ENGINEER Claymoore Engineering, Inc. Bedford, TX 76021

OWNER Pac Group, Ltd PO Box 877 Sanger, TX 76266

OWNER'S CERTIFICAT & DEDICATION, continued

STATE OF TEXAS COUNTY OF DENTON

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, SANGER CROSSING LTD., does hereby adopt this plat, designating herein described property as BELZ ROAD **RETAIL ADDITION, PHASE I,** 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: SANGER CROSSING LTD.

		Date	
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STATE OF TEXAS	§		
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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 _____

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, PHASE I, 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

		Date	
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	igned authority, on this da	ay 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 _____ , 2024

Notary Public in and for the State of Texas



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

PAGE 2 OF 2

Item 10



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: Sanger Crossing LTD Company: Claymoore Engineering Address: 1903 Central Dr. # 406 Address 4143 Maple Ave Ste.325 City, State, Zip: Dallas, TX 75219 City, State, Zip: Bedford, TX 76021 Phone: Phone 817-281-0572 Fax: Fax: Email: drew@claymooreeng.com Email:

Submittal Checklist

×	Pre-Application Conference (Date://)		
×	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)		
×	Letter of Intent		
×	Non-Refundable Application Fee (Check Payable to City of		
	Sanger)		
×	Application Form (Signed by Owner)		
×	Applicable Plat Checklist (Completed)		
×	Additional Required Documents/Traffic & Drainage Studies etc.		
×	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 Owner's Signature

6-6-24

Date

Applicant's Signature Demosky

6/6/2024 Date

Office Use: Reviewed by Director of Development Services_/_/



SUBDIVISION PACKET

A Plat subdividing land within the city limits of Sanger or within Sanger Extraterritorial Jurisdiction (ETJ) requires the approval of the City of Sanger. The platting process involves the preparation of one or more plats by the landowner, a review by staff, and consideration by the Planning & Zoning Commission and City Council.

PLAT TYPES: There are seven different types of plats, each with their own function.

- Preliminary Plat A preliminary plat is required for most subdivisions, particularly those providing for dedication of public right-of-way and construction of public improvements. It is used to determine the layout of the proposed development.
- Final Plat A final plat will follow a preliminary plat to specify in detail the arrangement of lots, the dedication of public right-of-way, and the provision of public improvements and services.
- Replat A replat revises an existing plat and is controlling over the preceding plat. A public hearing is required for replat.
- Minor Plat A minor plat is one creating three lots or fewer, and not requiring the dedication of right-of-way or construction of improvements. Minor plats can be approved with the preparation of a preliminary plat.
- Amended Plat An amended plat revises a previously platted lot to correct an error or add or modify a feature. Amending plats cannot increase the number of lots.
- Conveyance Plat A conveyance plat may be used to convey the property or interests therein. It may
 also be used in lieu of a final plat to record a subdivision or property. A conveyance plat is an interim
 step in the subdivision of land and shall contain a notation that indicates that no development is
 intended.
- Vacating Plat A vacating plat removes/vacates the plat covering a tract of land before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

SUBMISSION REQUIREMENTS: The submittal requirements for each kind of plat are included in this packet.

SUBMISSION SCHEDULE: Plats must be submitted during regular business hours before the submittal cutoff date for each Planning and Zoning (P&Z) Commission meeting. Before the application is filed, a mandatory completeness check is required. Application are encouraged to be submitted at least 9 days prior to the submittal cut-off date for completeness check. Plat will be scheduled for P&Z Commission and for City Council according to The Schedule for Planning Applications on the City's website. Staff will provide review comments within 2 weeks of application filing. All corrections must be made prior to the P&Z Commission meeting. If more time is needed for revisions/corrections, the applicant and owner must submit a request in the form of a signed letter a week before the P&Z meeting date. Staff may extend the application review time for up to 25 days upon receipt of the signed letter.



APPLICATION FEES: The non-refundable application fee covers part of the cost for the city to review and act on the plat application.

- Residential Preliminary or Final Plat / Replat
 - \$400.00 + \$6.00 per lot < 10</p>
 - \$500.00 + \$10.00 per lot > 10
 - \$500.00 + \$15.00/acre for plats with lot sizes of one acre or more
- Commercial Preliminary or Final Plat / Replat
 - Less than five (5) acres \$500.00 + \$15.00 peracre
 - Five (5) acres to less than 25 acres \$600.00 + \$15.00 per acre
 - 25 acres to less than 100 acres \$950.00
 - 100 acres or more \$950.00 + \$5.00 per acre
- Minor Plat \$400.00 + \$3.00 per lot, or \$15.00 per acre for lots larger than 1 acre
- Amended Plat \$200.00 + \$3.00 per lot
- Conveyance Plat \$200.00 +\$3.00 per lot
- Vacating Plat \$200.00

SUBDIVISION PROCEDURE

The process for subdividing land involved the following steps:

- 1. <u>Pre-Application Conference</u>: Prior to filing of a plat, the owner must consult with the Director of Development Services, and other City staff concerning compliance with all applicable ordinances and regulations, and the provision of adequate infrastructure and public services. Also, the applicable application review and approval procedure for the plat will be identified.
- 2. <u>Completeness Check</u>: The applicant will provide all required documents and fees along with the signed application and applicable checklist for a completeness check 9 days prior to the submittal cut-off date. Staff will review the documents for completeness of items listed on the checklists and provide feedback about any additional information or documents required from the applicant. Applications deemed to be incomplete at the time of submittal cut-off date will be returned to the applicant without the application being filed.
- 3. <u>Submission</u>: Upon determination of application completeness, the application will be considered filed with the Development Services Department. The application submittal cut-off date will be considered as the application filing date and as the first day of review of application.
- 4. <u>Review:</u> City Staff will review the plat for compliance with the Subdivision Ordinance and other city requirements, and provide comments within 2 weeks of application submittal. The applicant may need to make changes and revisions to the plat or supporting materials. The applicant must provide additional copies of the plat if requested by staff prior to the P&Z Commission and City Council meetings.

Item 10.



- 5. <u>Planning & Zoning Commission</u>: The Planning & Zoning Commission will consider the plat at a regular meeting. The meeting date will be determined at the time of application filing. Staff will recommend approval of the project only if all of staff's comments have been addressed prior to P&Z meeting. If the plat is approved, it will be forwarded to the City Council. If the plat is denied, applicant may resubmit a response addressing all of staff's comments prior to City Council meeting date.
- 6. <u>City Council:</u> The City Council will consider the plat at a regular meeting. The meeting date will be determined at the time of application filing. Staff will recommend approval of the project only if all of staff's comments have been addressed prior to City Council meeting. City Council's action will be final. If the plat is denied, staff will provide written statement with specific reasons for disapproval. The applicant may resubmit a response satisfying all reasons for disapproval. Upon resubmittal of the applicant's response, City will have 15 days to either approve or deny the plat. If plat is denied again, the applicant will be required to start a new application. If approved, applicant may schedule a pre-construction meeting with City staff.
- 7. <u>Filing for Recordation</u>: Following approval by the City Council, and construction and acceptance of any required public improvements, the plat will be signed by the P&Z Chairman, Mayor, sealed by the City Secretary, and filed for record with Denton County. A Plat Execution Package containing the following must be provided to the Development Services to file the plat for record with Denton County:
 - a. three (3) full-sized (24"x36") notarized copies of the plat with all signatures (except P&Z Chairman, Mayor and City Secretary), seals, stamps or other validation/certifications of work as applicable in accordance with State law and local requirements, folded to 8.5"x11" with the title block facing outwards;
 - b. recent original certified & sealed tax certificates showing \$0.00 amount due;
 - c. \$100.00 plat filing fee;

Note: Preliminary Plats are not filed for record

Consult the Schedule of Planning Application for submittal dates and corresponding meeting dates of the Planning & Zoning Commission and City Council.



SUBMITTAL REQUIREMENTS & PROCESS

All plat submittals must include the correct copies of the plat, the completed and signed application form, plat checklist, the application fee, and a Letter of Intent. Some plats may also require additional copies of the plat and/or other supplementary materials. The Pre-Application Conference with city staff will determine the specific submittal requirements for each applicant.

<u>PLAT</u>: The applicant must provide one (1) copy of the plat, printed on a 24"x36" paper, folded to one quarter that size, along a pdf copy of the plat provided on a CD/DVD or emailed to <u>development@sangertexas.org</u>. Additional copies of the plat may be required for staff, depending on the nature of the plat. Additional copies may be required prior to the Planning & Zoning Commission and City Council meetings.

APPLICATION FORM: The application form must be completed and signed by the owner(s).

<u>PLAT CHECKLIST</u>: Each item on the applicable plat checklist must be check marked as completed and submitted along with the application form.

<u>APPLICATION FEE:</u> The required application fee must be provided by check made payable to the City of Sanger. If the submittal is complete, the payment will be accepted. If the submittal is incomplete, the check will be returned with the other materials.

LETTER OF INTENT: Each plat submittal must include a Letter of Intent which provides the following:

- The subdivider's name and address
- The contact information of the person(s) preparing the submitted documents
- The designated point of contact for future correspondence
- The intent of the plat application
- A brief description of the location, land area, particulars as to the intended use(s) of the property, and any intended future development on the property
- A request that the plat be reviewed and considered by the appropriate approval body

<u>SUBMITTAL PROCESS</u>: The applicant shall submit the plat application to the Department of Development Services as indicated by the Schedule of Planning Application. A plat application submittal is accepted by the City when the Director of Development Services has certified to the applicant that a complete submittal providing adequate information for a comprehensive review has been received. No plat application will be considered submitted with the city until and unless the prescribed application fees have been paid. All original plat application documents must be submitted to the Department of Development Services, as well as emailed to <u>development@sangertexas.org</u>.



The plat shall be drawn to a scale of not more than two hundred feet to the inch (1" = 200'). The information to be included and the procedure for submittal are as follows:

- □ Legal Description (Metes and Bounds) with total acreage
- Describe and locate all permanent survey monument, pins, and control points and tie and reference the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- □ An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded plat or permanent markers established by and approved by the City Engineer.
- □ North Arrow
- □ Scale (both graphic and written) appropriate for the level of detail and not more than two hundred feet to the inch (1"=200)
- □ Legend for any symbols used
- □ Location/Vicinity Map showing the location of the subject property, existing and proposed streets and thoroughfares covering an area at least one thousand feet (1,000') outside the proposed subdivision.
- □ Title Block with the following information:
 - 1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
 - 2) Name of the proposed development/addition
 - 3) Total number of lots and HOA/Open Space lots
 - 4) Survey name and abstract number
 - 5) Gross acreage
 - 6) Right-of-Way acreage, if dedicated
 - 7) Date of preparation and subsequent revisions
- □ Block with name(s), address, phone number, and email of preparer, owner, developer, engineer, and/or surveyor

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

□ Existing Features:

- 1) Location and dimension of all boundary lines (accurate in scale) with dimensions and bearings including lot lines, building lines, and City Limits lines (if any).
- 2) The location, widths, and names of all existing or platted streets or other public areas, parks, existing permanent structures, land dedicated within or contiguous to the subject property, railroads, rights-of-way, easements, and other important features, such as abstract lines, political subdivision or corporation lines, and school district boundaries.
- 3) Existing sewer mains, water mains, drainage culverts or other underground structures within the tract and immediately adjacent thereto with pipe sizes, grades, locations and dimensions indicated.
- 4) Contours with intervals of two feet (2') or less, referred to mean sea level datum. In areas where the terrain is relatively flat, supplementary contours shall be shown so that the average horizontal distance between said lines does not exceed two hundred feet (200').
- 5) Subdivision name of adjacent properties (P.R.D.C.T) or ownership information for adjacent un-platted properties (D.R.D.C.T.) with recording information.
- 6) Location of existing fire hydrants and fire lanes

PRELIMINARY PLAT CHECKLIST (cont.)

New Features:

- 1) 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.
- 2) Length and radii of all street segments
- 3) Curve table for all streets, drives, and alleys
- 4) Acreage or square footage of right-of-way dedicated should be shown, including corner clips and deceleration/turn lanes on the plat
- 5) Lot and block numbers (lot number are numbers; and block numbers are letters), square footage, and other description according to the real estate records of the city or county auditor and recorder; also, designation of the proposed uses of land within the subdivision.
- 6) 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.
- 7) The layout, numbers, set-back lines, and approximate dimensions of proposed lots, blocks, parks, etc.
- 8) Location of proposed fire hydrants and fire lanes
- 9) USPS Postmaster approved location of mailboxes (if cluster mailboxes)
- 10) Proposed building lines with square footage and proposed use
- 11) Proposed Parking layout
- □ Table showing the following information:
 - 1) Listing of the lots with square footage, and the associated lot widths at the front building line
 - 2) Square footage of total building footprint and of each land use (if known)
 - 3) Number of required and provided parking spaces
 - 4) Required and provided total landscaped area and front yard landscaped area



- Existing and proposed FEMA 100-year floodplain boundaries and elevation. Include minimum finished floor elevations (minimum 2 feet above the 100-year elevation) of all lots adjacent to 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 Final Plat if necessary.
- □ Submittals for preliminary plats shall include plans, documents, and information adequate for the review of the provision of public improvements to the properties involved. This includes but is not limited to streets, water services, wastewater services, franchise utilities, street lighting, and stormwater detention (ex: preliminary drainage plans, preliminary utility plans, floodplain study, traffic impact study etc.).
- □ Two (2) copies of the typical cross-sections of proposed streets showing the width of pavement, type of pavement, and location and widths of sidewalks when not in conformance with standard details.
- □ Approval Block:

The following notice shall be placed on the face of each preliminary plat by the subdivider: **"Preliminary Plat for Review Purposes Only"**

The following certificates shall be placed on the preliminary plat by the

subdivider: Approved for Preparation of Final Plat

City of Sanger, TX Planning & Zoning Commission Date



FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

- \Box The Plat shall be drawn to a scale of not more than two hundred feet to the inch (1" = 200').
- □ The boundary marked with heavy weighted lines with accurate distances and bearings, a metes and bounds description of the boundary (error of closure shall not exceed one (a) in fifty thousand (50,000) for the plat boundary), exact acreage to hundredths, and the exact location and width of all existing or recorded rights-of-way intersecting the boundary of or bordering on the tract. One (1) copy of the traverse closure sheet shall be enclosed.
- □ True bearings and distances to the nearest established street lines, official monuments or subdivision corner, which shall be accurately described on the plat. Municipal, township, county or abstract survey lines shall be accurately tied to the lines of the subdivision by the distances and bearings, where applicable.
- Describe and locate all permanent survey monument, pins, and control points and tie and reference the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- □ An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded plat or permanent markers established by and approved by the City Engineer.
- □ Subdivision name of adjacent properties (P.R.D.C.T) or ownership information for adjacent unplatted properties (D.R.D.C.T.) with recording information.
- □ An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- □ If the property owner information does not match the Denton Central Appraisal District record, then information related to the purchase must be provided.
- □ The exact layout, including:
 - 1) Street and/or alley names
 - 2) The length of all arcs, radii, internal angles and points of curvature, length and bearing of the tangents
 - 3) All existing and proposed easements for right-of-way, public services, utilities or any other easements and any limitations of the easements
 - 4) Show centerline of existing streets. Dimensions from centerline to edges of existing and proposed right-of-way on both sides of the centerline.
 - 5) All lot number and lines, with accurate dimensions in feet and hundredths and with bearings and angles to street and alley lines to the nearest second
- □ The accurate location, material, and approximate size of all monuments.

Item 10.

- □ The accurate outline description of all property which is offered for dedication for public use, such as parks, etc., with the purpose indicated thereon, and all property that may be reserved by deed covenant for the common use of the property owners in the subdivision.
- A signed and notarized copy of private restriction (if any), that are filed for record in the office of the County Clerk shall be provided with the Final Plat.
- □ Name and addresses of the owner, subdivider, engineer, and surveyor.

FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

(cont.)

- □ North point, written and graphic scale, and date.
- □ 3"x3" recording box at the lower right hand corner.
- □ A Title Block with the following information shall be provided on each page:
 - 1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
 - 2) Name of the proposed development/addition/subdivision
 - 3) Total number of lots and HOA/Open Space lots
 - 4) Survey name and abstract number
 - 5) Gross acreage
 - 6) Right-of-Way acreage, if dedicated
 - 7) Date of preparation and subsequent revisions
- □ Standard Notation to be added on the plat:
 - 1) "All lots comply with the minimum size requirements of the zoning district."
 - 2) "This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due."
 - 3) "All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City."
 - 4) "Notice selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits."
 - "This plat does not alter or remove existing deed restrictions, if any, on this property." 5)
 - "Minimum finished floor elevations are at least 2 feet above the 100 year flood plain." 6)
 - "The subject property does not lie within a 100 year floodplain according to Community Panel 7) No._
 - dated , of the National Flood Insurance Rate Maps for Denton County, Texas." "The purpose of this plat is [state the purpose] 8)
 - "Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202). 9) North American
 - Datum of 1983 (NAD '83)"

- □ The name, address and phone number of all utilities providing service to the development is required. A signature from each provider or a will-serve letter, signifying their ability to provide service to the subdivision is required.
- Location map showing existing and proposed streets and thoroughfares covering an area at least one thousand feet (1000') outside the proposed subdivision.
- □ One paper copy (24"x36") and one soft copy (pdf) of approved civil/construction plans, along with GIS/CAD files for all approved public improvements on a CD/DVD.
- □ For Conveyance Plats Only: All conveyance plats must be titled "Conveyance Plat" and carry the following text:

"A conveyance plat is a record of property approved by the City of Sanger for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit may be issued, nor development begin, nor permanent public utility service provided until a final plat is approved, filed of record and public improvements are accepted in accordance with the City of Sanger Code of Ordinances. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the state law."



FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

□ Certification by a registered public surveyor or licensed state land surveyor, registered in the State of Texas to the effect that the plat represents a survey made by him or under his direct supervision and that all monuments shown thereon have been verified and actually exist, and that their location, size, and material are correctly shown. Such surveyor's certificate may be prepared as follows:

"State of Texas

County of Denton

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

(Engineer or Surveyor's Seal)

Licensed Professional Engineer OR Registered Public Land Surveyor Texas R.P.L.S. No.

Date"

A certificate of ownership and dedication of all streets, alleys, parks, and playgrounds to public use forever, signed and acknowledged before a notary public, by the owner or authorized representative and lien holder of the land, and a complete and accurate description of the land subdivided and the streets dedicated. Such owner's certificate may be prepared as follows:

"State of Texas County of Denton

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:

(Metes and Bounds Description of Boundary)

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT______, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as______(lot/block/subdivision), 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 aisles, 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_____, 20_____.

. Owner

_, Title and Company (if applicable)"

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FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

(cont.)

"State of Texas County of Denton

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

Given under my hand and seal of office this____day of_____, 20_____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires_____.

□ The following certificate shall be included on the plat in a manner that will allow the signatures of the designated officials and the affixing of the City Seal.

"Approved and Accepted

Chairman, Planning & Zoning Commission

e City of Sanger, TX

Mayor City of Sanger, TX

Attested by

City Secretary City of Sanger, TX" Date

Dat

Date

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VACATING PLAT CHECKLIST

- □ A letter signed by the property owner(s) indicating their consent. If the property owner information does not match the Denton Central Appraisal District record, then information related to the purchase must be provided.
- □ Current tax certificate(s) indicating all taxes for the subject property have been paid to the current year (available from Denton Central Appraisal District). Tax statements printed from the DCAD website (pdf) are acceptable in lieu of the original certificate(s). Original tax certificates shall be required for recording the plat at the County.
- □ Letter of Intent that should include
 - 1) Existing legal description (subdivision name, lot(s), block(s));
 - 2) Original legal description that will be resumed upon plat vacation;
 - 3) Explain the location of all structures on the property.
 - 4) The contact information of the person(s) preparing the submitted documents
 - 5) The designated point of contact for future correspondence
 - 6) The intent of the plat application
 - 7) A request that the plat be reviewed and considered by the appropriate approval body
- □ A signed and notarized affidavit filled out completely and accurately by the land owner for the type pf plat that is proposed to be vacated must be included.
- □ A map(s) showing the location, size, use and arrangement of all buildings/structures showing height in stories and feet, total floor area, total square feet of ground area coverage of existing buildings which will remain, if any, and the location, designation and total area of all usable open space.
- □ Vicinity Map



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 Dr. # 406	Address 1809 Hinkle Dr Ste 100
City, State, Zip: Bedford, TX 76021	City, State, Zip: Denton, TX 76201
^{Phone} 817-281-0572	Phone:
Fax:	Fax:
Email: drew@claymooreeng.com	Email:

Submittal Checklist

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

Supporting Materials (List if provided): _____

R Number(s): 56482, 56489

DocuSigned by:	
Ann Andrus	6/7/2024
Owner's Signature	Date
	6/6/2024
Applicant's Signature Dew Donosky	Date

City of Sanger 201 Bolivar / P.O Box 1729

Office Use: Reviewed by Director of Development Services_/_/



June 6, 2024

Ms. Ramie Hammonds City of Sanger PO BOX 1729 Sanger, TX 76266

Re: Final Plat Ph. 1 Commercial Development

Final Plat - Belz Rd. Letter of Intent

Dear Ms. Hammonds,

Please let this letter serve as the Letter of Intent for the intention of submitting for final plat for Ph. 1 Commercial Development on Belz Rd.

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

Drew Donosky

Drew Donosky, P.E.