

ORDINANCE

AN ORDINANCE OF THE CITY OF DESOTO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF DESOTO, TEXAS, AS HERETOFORE AMENDED BY AMENDING AND RESTATING PLANNED DEVELOPMENT NO. 109 (PD-109), WHICH IS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, BY REMOVING THE DESIGNATION OF SINGLE FAMILY ATTACHED (TOWNHOME), AND RE-DESIGNATING THESE LOTS AS SINGLE FAMILY; ALLOWING FOR MODIFICATIONS TO SINGLE FAMILY LOTS; PROVIDING FOR A TOTAL OF 27.33 ACRES TO BE USED AS PARK LAND FOR A TOTAL OF EIGHT (8) PARKS; PROVIDING FOR LANDSCAPE REQUIREMENTS FOR EACH PARK; PROVIDING FOR ALLEY WAIVERS ON DESIGNATED LOTS; PROVIDING FOR THE APPROVAL OF THE SITE PLAN FOR PHASE 2 ATTACHED HERETO AS EXHIBIT "O"; PROVIDING A CONFLICTS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission of the City of DeSoto and the governing body of the City of DeSoto in compliance with the laws of the State of Texas, and the Ordinances of the City of DeSoto, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of its legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of DeSoto, Texas, duly passed by the governing body of the City of DeSoto on the 19th day of August, 1997, as heretofore amended, be, and the same are hereby amended by amending and restating Planned Development No. 109, which is more particularly described in Exhibit "A" attached hereto, by removing the designation of Single Family Attached (Townhome) and re-designating these lots as Single Family.

SECTION 2. That the property shall be developed and used only in accordance with the following development conditions:

- "A. Purpose. The purpose of this Planned Development District is to allow flexibility to the development of a Mixed Planned Development consisting

of 141.30 acres of residential use and 15.15 acres of Neighborhood Services use, and the Base Zoning districts herein.

- B. Phases. The different phases are provided on Exhibit "B."
- C. Base Zoning District. The following properties shall be used and developed in accordance with base zoning districts specified on Exhibit "D" and in accordance with the regulations of the Comprehensive Zoning Ordinance, except as otherwise provided herein:
1. SF-12
 - a. Block A, Lots 28-46;
 - b. Block F, Lots 1-16;
 - c. Block M, Lots 1-5;
 - d. Block L, Lots 1-7;
 - e. Block K, Lots 1-5; and
 - f. Block R, Lot 16.
 2. SF-10
 - a. Block N, Lots 1-18;
 - b. Block O, Lots 14-24;
 - c. Block J, Lots 1-12;
 - d. Block I, Lots 1-14;
 - e. Block H, Lots 1-16;
 - f. Block G, Lots 1-13;
 - g. Block E, Lots 1-16;
 - h. Block D, Lots 12-17;
 - i. Block R, Lots 15 and 29; and
 - j. Block Q, Lots 9, 10 and 16.
 3. SF-8
 - a. Block R, Lots 1-6; 13-14; 18; 27-28;
 - b. Block Q, Lots 1-8 and 11-15;
 - c. Block P, Lots 1-26;
 - d. Block O, Lots 1-13; and
 - e. Block S, Lot 9.
 4. SF-7
 - a. Block R, Lots 7-12 and 17;
 - b. Block S, Lots 8 and 10; and;
 - c. Block T, Lot 1.
 5. SF-6
 - a. Block D, Lots 1-11;
 - b. Block C, Lots 1-21;
 - c. Block B, Lots 1-26;

- d. Block A, Lots 1-27;
 - e. Block R, Lots 19-26; and
 - f. Block T, Lots 3-16.
 - 6. SF-5
 - a. Block S, Lots 1-7; 11; and
 - b. Block T; Lots 2 and 17.
 - 7. NS – Phase 4 as identified on the Site Plan.
- D. Site Plans. The Site Plans, attached hereto as Exhibit “B” and Exhibit “L” and incorporated for all purposes, are hereby approved.
- E. Maximum number of lots. Tract Two consists of:
- 1. Fifty-three (53) Residential lots of SF- 12;
 - 2. One hundred eleven (111) residential lots of SF-10;
 - 3. Sixty-four (64) residential lots of SF-8;
 - 4. Nine (9) residential lots of SF-7;
 - 5. One hundred eight (108) residential lots of SF-6; and
 - 6. Ten (10) residential lots of SF-5.
- F. Minimum dwelling unit size. The SF-8 area minimum dwelling unit size shall be 2,000 sq. ft., 1,800 sq. feet in the SF-7 and SF-6 lots and 1,800 sq. feet in the SF-5 lots.
- G. Area Regulations.
- 1. SF-12
 - a. Twenty-Five (25) foot front yard;
 - b. 125-foot minimum lot depth; and
 - c. Fifteen (15) foot exterior side yard for corner lots for Blocks Q, R, S and T.
 - 2. SF-10
 - a. Twenty (20) foot front yard;
 - b. Seventy-five (75) foot minimum lot width; and
 - c. Fifteen (15) foot exterior side yard for corner lots for Blocks Q, R, S and T.
 - 3. SF-8
 - a. Twenty (20) foot front yard;
 - b. Sixty (60) foot minimum lot width; and
 - c. Fifteen (15) foot exterior side yard for corner lots for Blocks Q, R, S and T.

4. SF-7

- a. Twenty (20) foot front yard;
- b. Sixty (60) foot minimum lot width;
- c. Seven (7) foot minimum side yards;
- d. Twenty (20) foot rear yard;
- e. 120 foot minimum lot depth;
- f. 7,000 square foot minimum lot area; and
- g. Fifteen (15) foot exterior side yard for corner lots for Blocks Q, R, S and T.

5. SF-6

- a. Fifteen (15) foot front yard;
- b. Fifty (50) foot minimum lot width;
- c. Five (5) foot minimum side yard;
- d. Twenty (20) foot rear yard;
- e. 110 foot minimum lot depth;
- f. 6,000 square foot minimum lot area; and
- g. Fifteen (15) foot exterior side yard for corner lots for Blocks Q, R, S and T.

6. SF-5

- a. Fifteen (15) foot front yard;
- b. Fifty (50) foot minimum lot width;
- c. Five (5) foot minimum side yards;
- d. Twenty (20) foot rear yard;
- e. 100 foot minimum lot depth;
- f. 5,000 square foot minimum lot area; and
- g. Fifteen (15) foot exterior side yard for corner lots for Blocks Q, R, S and T.

7. Tract One –The minimum lot size for an office lot is 10,000 square feet and 40,000 square feet for a retail lot.

H. Park Land, Trails and Landscaped Medians. A total of 27.33 acres shall be used for park land. The development shall contain a total of eight (8) parks as depicted on the Site Plan. All parks and trails shall be built and developed when the phase that the park or trail is within is developed. Park 7 will be constructed in conjunction with the construction of Phase 3.

- 1. The trail system shall be built out to Spinner Road in Phase 1. The trail built through Parks 2, 6, and 7 and connecting to Spinner Road, as depicted on the Site Plan, shall have a width of eight (8) feet. Internal trails built within the development, as provided on the Site Plan, shall have a width of six (6) feet.

2. Landscaping provided in all parks shall be irrigated except for in Park 2 and Park 7. The Homeowners' Association (HOA) shall maintain all park land except for Park 2.
3. All islands within the streets (landscape medians) shall be maintained by the required HOA.
4. Landscaping shall be planted for each phase either prior to the issuance of the first Certificate of Occupancy ("CO") or 120 days following the City's acceptance of the subdivision infrastructure, whichever occurs last; provided, however, developer shall obtain a performance bond or a decreasing letter of credit in the amount of the landscaping improvements to be constructed in accordance with the Site Plan, landscaping plans and City of DeSoto zoning and development regulations and specifications. The performance bond shall name the City of DeSoto as beneficiary and shall be issued by a surety approved to issue surety bonds by the U.S. Department of Treasury.
5. A Landscape Plan shall be submitted to staff during review of the construction plans that depict each of the parks and open spaces to be landscaped. The Landscape Plan shall also include the landscaping of the detention ponds to screen the inlet pipes and evergreen trees to the north of the detention pond in Park 2.
6. The following shall be provided for Park 1 prior to the acceptance of the phase it is in:
 - a. A minimum of forty-three (43) trees of the large variety, with a minimum caliper of 3 inches; a minimum of fifty-three (53) flowering trees with a minimum caliper of 1½ inches, as provided in Exhibit "E";
 - b. A minimum of thirty-one (31) large trees shall be provided along the outside perimeter of the traffic circle and open space, as provided in Exhibit "F."
7. The following shall be provided for Newpark Boulevard, between Belt Line Road and Park 1, prior to the acceptance of the phase it is in:
 - a. A minimum of forty-six (46) large trees and one hundred and one (101) ornamental trees shall be planted along Newpark Boulevard between Belt Line Road and the traffic circle (Park 1) as provided in Exhibit "G."

- b. Trees of the large tree variety should have a minimum caliper of three (3) inches and flowering trees should have a minimum caliper of 1½ inches;
 - c. The HOA shall maintain the median and parkway areas.
- 8. The following shall be provided for Park 2 prior to the acceptance of the phase it is in:
 - a. A thirty (30) foot by seventy (70) foot covered pavilion shall be built in accordance with the Park Department Specifications;
 - b. A semi-circle parking lot with fifteen (15) parking spaces shall be constructed, as depicted on the Site Plan;
 - c. An eight (8) foot trail shall be constructed, as provided on the Site Plan;
 - d. No trees shall be cut or removed from the area described as Park 2 except to clear the area where the parking lot, pavilion, and eight-foot trail will be placed. The final location to be reviewed and approved by staff prior to construction;
 - e. The Tree Mitigation Plan for Park 2 is attached as Exhibit "I." Park 2 must be landscaped as provided in this exhibit. Furthermore, the developer shall be required to maintain the trees, shrubs, grass and other improvements installed in Park 2 until the Public Improvement District (PID) is activated. At that time Park 2 shall be conveyed to the City.
 - f. The vinyl chain link fence denoted in the Tree Mitigation Plan shall be constructed in the first phase of this development. This fence is to be owned and maintained by the HOA. An easement for maintenance should be provided as needed in Phases 2 and 3.
- 9. The following shall be provided for Park 3 prior to the acceptance of the phase it is in:
 - a. A minimum of five (5) trees of the large tree variety with a minimum caliper of three (3) inches, and a minimum of five (5) flowering trees with a minimum caliper of 1½ inches, as provided in the rendering submitted with the application.

10. The following shall be provided for Park 4 prior to the acceptance of the phase it is in:
 - a. A minimum of nine (9) trees of the large variety with a minimum caliper of three (3) inches, and a minimum of six (6) flowering trees with a minimum caliper of 1.5 inches.
11. The following shall be provided for Park 5 prior to the acceptance of the phase it is in:
 - a. A minimum of one (1) tree of the large variety with a minimum caliper of three (3) inches, and a minimum of two (2) flowering trees with a minimum caliper of 1.5 inches.
12. The proposed playground shall be constructed in Park 6. In addition, an eight (8) foot trail shall be constructed in Phase II, from the intersection of Glacier Street and Whitney Street, south of Belt Line.
13. Park 7 shall be left in a natural state with the only area being disturbed is the area where the detention pond is to be built. The detention pond shall be screened from view by the planting of shrubs along Whitney Street from Elias Street to Glacier Street. The Landscape Plan for the detention pond screening must be provided to the Planning Commission when the preliminary plat for this area is submitted for their approval.
14. During the development of Park 2 and Park 7, a barrier shall be erected that separates the park areas from the areas to be developed. Barriers shall be placed before any grading commences and shall be part of the Grading Permit.
15. The following shall be provided for that portion of Tract One, Phase 3:
 - a. A minimum twenty-three foot (23') wide landscape buffer along Beltline Road, as provided in Exhibit "M".
- I. Single Family Design Standards. The Single Family Residential homes shall be constructed according to the following Design Standards:
 1. Homes shall not have the same brick within two (2) homes or directly across the street;
 2. Front elevations shall not be repeated within three (3) homes or directly across the street;

3. Roof pitches shall be a minimum 8:12;
 4. A roof pitch of 4:12 shall be allowed for the following:
 - a. Architectural features such as awnings, dormers, box windows, oriel or cantilevered windows or bay windows;
 - b. Roofs in front of inset dormers and second story egress windows, as well as roofs over porches, patios, pop outs, direct vent fireplaces, and the roof cricket;
 - c. Roof sections with a horizontal distance from the wall to the outside edge of the eave is less than four (4) feet.
 5. All windows on the front elevation shall be divided light windows;
 6. Exposed aggregate shall be provided on entry walks;
 7. Automatic irrigation in front yards;
 8. Cast stone address blocks shall be provided for each unit;
 9. Gutters shall be provided on all sides of the building; and
 10. Cast aluminum mailboxes shall be provided, as specified in Exhibit K, if the Post Office requires individual mailboxes for each lot. Boxes may not be painted any color other than black. Each box must be anchored in concrete on property. The mail boxes can only be replaced with the model specified in Exhibit K or an equivalent model.
 11. Front entry garages may be permitted on Lots 29-46 of Block A in Phase 1 and Lots 1-5 of Block M in Phase 3 as denoted in Options 1-4 as depicted in Exhibit "J," attached hereto. If option 3 is chosen, a wrought iron or tubular steel gate shall be used across the porte cochere opening consistent with zoning regulations.
 12. Front facing garages may be permitted on Lots 38-39 of Block A, as long as a twenty-five (25) foot setback is maintained. Each lot shall have one garage door for each parking bay and each door shall be clad in wood finishing.
- J. Permitted Uses in Neighborhood Services District. The following additional uses are permitted By-Right in Tract One Neighborhood Services District:

1. Adult day care facility;
2. Assisted living facility;
3. Child care/day care facility;
4. Bank, savings & loan, credit union;
5. Continuing care retirement community;
6. Minor medical emergency clinic;
7. Food and beverage store (without gasoline sales);
8. Travel Bureau or travel consultant;
9. Hobby shop;
10. Trophy sales or engraving; and
11. Restaurant or eating place with a drive through window allowed with a Specific Use Permit.

K. Site Plan, Landscape Plan and Elevations. A Site Plan, Landscaping Plan and elevations shall be submitted and approved by the Planning and Zoning Commission and the City Council for any lot that is to be developed in Tract One.

1. Developer/Owner shall construct entry features at Belt Line Road and at the second entrance to the residential area as depicted in Exhibit "H," attached hereto.; and
2. Conditions for approval can be stipulated and included in the amending Ordinance, which are greater than the requirements found in the Zoning Ordinance.

L. Site Plan, Landscape Plan and Elevations for Tract One, Phase 3. Tract One, Phase 3, shall be developed in accordance with the Site Plan, Landscape Plan and Building Elevations attached hereto and incorporated herein as Exhibits "L", "M" and "N", and which are approved.

M. Site Plan for Phase 2. Phase 2 shall be developed in accordance with the Site Plan attached hereto and incorporated herein as Exhibit "O".

- N. Thoroughfare Revision. The roadway denoted in Exhibit "C" shall not be required.
- O. Monument Signs. The only free-standing signs allowed within the Neighborhood Services District of Tract One are monument signs. One monument sign is permitted per lot being no greater than eight (8) foot by eight (8) foot.
- P. Screening Walls. A masonry screening wall shall be constructed to the rear of the Neighborhood Service Area of Tract One from the west side of Tract One to the east side of Tract One. This wall shall be constructed at the time the first lot in Tract One is developed.

A masonry screening wall shall be built to the south and east of the alley that adjoins Lots 7-27 of Block A. This wall shall meet the construction requirements of the City Engineering Department. The wall shall be built prior to acceptance of the phase it is in.

- Q. Alleys and Alley Waivers. No alley entrance shall be permitted onto Newpark Boulevard or Glacier Street between Belt Line Road and Castle Street.

Alley waivers shall be provided for Lots 30 through 46 of Block A and Block M, as depicted on the Site Plan.

- R. Street Construction. The construction of Glacier Street down to Belt Line Road shall be completed prior to any building permits being issued for construction in Phase 2.
- S. Park Benches. All park benches provided by the Developer shall meet the requirements of the Parks Department.
- T. Homes Adjoining Traffic Circle. Homes that are built on lots that side the traffic circle shall not face the traffic circle, nor have driveway access from the traffic circle. In addition, no home addresses shall be assigned for lots that adjoin the traffic circle.
- U. Required Homeowners' Association. This development shall have a mandatory Homeowners' Association (HOA). A separate HOA shall be allowed for Tract 1, Phases 1 and 3 of the single family and Phase 2 of the single family.
- V. Deceleration Lane. A deceleration lane shall be built for the Glacier Street and Newpark Boulevard entrances off of Belt Line Road.

- W. Pedestrian Access Easement. An easement shall be provided on Lots 44 and 46 of Block A, in which a trail can be built, as provided on the Site Plan.
- X. Masonry Wall Area. A three (3) foot minimum strip of land shall be provided between the alley to the east of Block A and the Almond Lane Right-of-Way (ROW), in which a six (6) foot masonry wall will be placed. This area shall be owned and maintained by the HOA.
- Y. Traffic Circle. The traffic circle shall be designed for one-way traffic.
- Z. Stubbed out ROW. Right-of-Way for the street that is to be stubbed out to the west (Twin Peaks Street) is to be dedicated in the plat that Park 7 is in.
- AA. Fifty Foot Landscape Buffer. Except as otherwise provided herein, a fifty (50) foot landscape buffer shall be provided along Belt Line Road, as provided on the Site Plan. This landscape buffer shall be provided in the lots platted in Tract One. The landscape plan for this landscape buffer shall be provided to the Planning Commission for their approval at the time a lot in Tract One is submitted for preliminary plat approval.
- BB. Cross Access Easement. A cross access easement shall be provided between the lots in Tract One.
- CC. Linear Sidewalk. Developer shall obtain approval from the Texas Department of Transportation (TxDOT) to remove the linear sidewalk along the north side of Belt Line Road and to install a meandering concrete sidewalk.
- DD. Public Improvement District. A Public Improvement District (PID) shall be established prior to the application for approval of the first plat for any portion of the property to provide supplemental maintenance services for the open space and the common properties. The property owner/developer shall be responsible for the construction and maintenance of the open space and common properties until October 1 of the first calendar year following the development of at least ninety percent (90%) of the residential lots (based on approval of final inspection) and until the PID has imposed and collected the first assessments for the subdivision. Thereafter, the PID, and when required, the HOA (described below), will assume the responsibility for the maintenance of the open space and common properties. The Owner shall cooperate with the City in the establishment of the PID.

EE. Homeowners' Association.

1. A mandatory Homeowners' Association shall be established and created in conjunction with the PID to assume and be responsible for the continuous and perpetual operation, maintenance and supervision of the open space and common properties including, but not limited to, the detention and/or retention ponds, subdivision entryway features and monuments, landscaping, landscape systems, and related amenities.
2. Dedications to Homeowners' Association. All open space and common properties that are to be operated, maintained and/or supervised by the Homeowners' Association shall be dedicated by easement or deeded in fee simple ownership interest to the Homeowners' Association after construction and installation as applicable by the Owner and shall be clearly identified on the record Final Plat of the property.
3. Approval. A copy of the agreements, covenants and restrictions establishing and creating the Homeowners' Association must be approved by the City Attorney prior to the approval of the Final Plat of the subdivision and must be filed of record with said record plat in the Map and Plat Records of the County. The record Final Plat shall clearly identify all facilities, structures, improvements, systems, areas or grounds that are to be operated, maintained and/or supervised by the Homeowners' Association.
4. Contents of Homeowners' Association Agreements. At a minimum, the agreements, covenants and restrictions establishing and creating the Homeowners' Association required herein shall contain and/or provide for the following:
 - a. Definitions of terms contained therein;
 - b. Provisions acceptable to the City for the establishment and organization of the mandatory Homeowners' Association and the adoption of bylaws for said Homeowners' Association, including provisions requiring that the owner(s) of any lot or lots within the applicable subdivision and any successive purchase(s) shall automatically and mandatorily become a member of the Homeowners' Association;
 - c. The initial term of the agreement, covenants and restrictions establishing and creating the Homeowners' Association shall be for a twenty-five (25) year period and shall automatically renew for successive ten (10) year periods, and the

Homeowners' Association may not be dissolved without the prior written consent of the City;

- d. Provisions acceptable to the City to ensure the continuous and perpetual use, operation, maintenance, and/or supervision of all facilities, structures, improvements, systems, open space or common areas that are the responsibility of the Homeowners' Association and to establish a reserve fund for such purposes;
- e. Provisions prohibiting the amendment of any portion of the Homeowners' Association's agreements, covenants or restrictions pertaining to the use, operation, maintenance and/or supervision of any facilities, structures, improvements, systems, areas or grounds that are the responsibility of the Homeowners' Association without the prior written consent of the City.
- f. The right and ability of the City or its lawful agents, after due notice to the Homeowners' Association, to remove any landscape systems, features or elements that cease to be maintained by the Homeowners' Association; to perform the responsibilities of the Homeowners' Association and its Board of Directors if the Homeowners' Association fails to do so in compliance with any provisions of the agreements, covenants or restrictions of the Homeowners' Association or of any applicable City codes or regulations; to assess the Homeowners' Association for all costs incurred by the City in performing said responsibilities if the Homeowners' Association fails to do so; and/or to avail itself of any other enforcement actions available to the City pursuant to State law or City codes or regulations; and
- g. Provisions indemnifying and holding the City harmless from any and all costs, expenses, suits, demands, liabilities or damages, including attorney's fees and costs of suit, incurred or resulting from the City's removal of any landscape systems, features or elements that cease to be maintained by the Homeowners' Association or from the City's performance of the aforementioned operation, maintenance or supervision responsibilities of the Homeowners' Association due to the Homeowners' Association's failure to perform said responsibilities."

SECTION 3. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of DeSoto, as heretofore amended, and as amended herein.

SECTION 4. That, to the extent of any irreconcilable conflict with the provisions of this ordinance and other ordinances of the City of DeSoto governing the use and development of the Property and which are not expressly amended by this ordinance, the provisions of this ordinance shall be controlling.

SECTION 5. That all provisions of the Ordinances of the City of DeSoto, Texas, in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the Ordinances of the City of DeSoto, Texas, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Ordinances of the City of DeSoto, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of DeSoto, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provides.

IT IS ACCORDINGLY SO ORDAINED.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DESOTO, TEXAS ON THIS THE ____ DAY OF _____, 2017.

APPROVED:

Curtistene S. McCowan, Mayor

ATTEST:

Kisha R. Morris, City Secretary

APPROVED AS TO FORM:

Joseph J. Gorfida, Jr., City Attorney
(8-29-2017/89467)

EXHIBIT "A"

LEGAL DESCRIPTION

BEING a tract of land located in the ZEBEDEE HEATH SURVEY, ABSTRACT NO. 562, Desoto, Dallas County, Texas and being a part of a tract of land described in Deed to FC Properties One, Ltd., recorded in Volume 98059, Page 2246, Deed Records, Dallas County, Texas and being more particularly described as follows:

BEGINNING at the Southwest corner of said FC Properties One tract, said point being in the North line of Belt Line Road (F.M. 1382), a 100 foot wide public right-of-way;

THENCE North 00 deg. 07 min. 01 sec. East, a distance of 1,980.54 feet to a point for corner;

THENCE North 19 deg. 33 min. 42 sec. East, a distance of 591.01 feet to a point for corner;

THENCE North 87 deg. 22 min. 10 sec. East, a distance of 1,213.11 feet to a point for corner;

THENCE continuing North 87 deg. 22 min. 10 sec. East, a distance of 100.00 feet to a point for corner;

THENCE North 12 deg. 39 min. 00 sec. East, a distance of 137.93 feet to a point for corner;

THENCE South 87 deg. 21 min. 44 sec. East, a distance of 5.46 feet to a point for corner;

THENCE North 00 deg. 48 min. 03 sec. West, a distance of 318.91 feet to a point for corner;

THENCE North 84 deg. 37 min. 05 sec. East, a distance of 60.19 feet to a point for corner;

THENCE South 00 deg. 48 min. 03 sec. East, a distance of 317.66 feet to a point for corner;

THENCE South 88 deg. 10 min. 15 sec. East, a distance of 30.38 feet to a point for corner;

THENCE South 59 deg. 49 min. 19 sec. East, a distance of 127.56 feet to a point for corner;

THENCE North 78 deg. 22 min. 42 sec. East, a distance of 283.25 feet to a point for corner;

THENCE North 54 deg. 54 min. 41 sec. East, a distance of 172.06 feet to a point for corner;

THENCE South 73 deg. 05 min. 19 sec. East, a distance of 171.83 feet to a point for corner;

THENCE South 38 deg. 35 min. 18 sec. East, a distance of 110.45 feet to a point for corner;

THENCE South 23 deg. 15 min. 19 sec. East, a distance of 202.45 feet to a point for corner;

THENCE South 71 deg. 17 min. 18 sec. East, a distance of 87.00 feet to a point for corner;

THENCE South 87 deg. 17 min. 19 sec. East, a distance of 214.21 feet to a point for corner;

THENCE North 23 deg. 53 min. 41 sec. East, a distance of 131.38 feet to a point for corner;

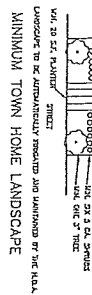
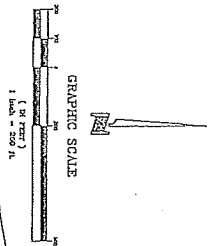
THENCE South 88 deg. 39 min. 18 sec. East, a distance of 214.44 feet to a point for corner;

THENCE South 65 deg. 00 min. 19 sec. East, a distance of 154.26 feet to a point for corner;

THENCE North 27 deg. 38 min. 41 sec. East, a distance of 382.09 feet to a point for corner;

THENCE South 85 deg. 45 min. 18 sec. East, a distance of 78.71 feet to a point for corner;
THENCE South 37 deg. 17 min. 40 sec. West, a distance of 119.89 feet to a point for corner;
THENCE South 50 deg. 17 min. 20 sec. East, a distance of 59.43 feet to a point for corner;
THENCE South 25 deg. 45 min. 42 sec. West, a distance of 294.05 feet to a point for corner;
THENCE South 38 deg. 00 min. 43 sec. West, a distance of 106.97 feet to a point for corner;
THENCE South 59 deg. 02 min. 41 sec. West, a distance of 75.73 feet to a point for corner;
THENCE South 44 deg. 15 min. 18 sec. East, a distance of 95.56 feet to a point for corner;
THENCE South 62 deg. 04 min. 42 sec. West, a distance of 109.55 feet to a point for corner;
THENCE South 18 deg. 49 min. 41 sec. West, a distance of 101.86 feet to a point for corner;
THENCE South 30 deg. 20 min. 41 sec. West, a distance of 243.64 feet to a point for corner;
THENCE South 24 deg. 19 min. 18 sec. East, a distance of 287.47 feet to a point for corner;
THENCE South 05 deg. 55 min. 41 sec. West, a distance of 145.27 feet to a point for corner;
THENCE South 23 deg. 08 min. 41 sec. West, a distance of 162.41 feet to a point for corner;
THENCE South 81 deg. 49 min. 43 sec. West, a distance of 74.64 feet to a point for corner;
THENCE South 09 deg. 13 min. 41 sec. West, a distance of 57.24 feet to a point for corner;
THENCE North 85 deg. 49 min. 17 sec. West, a distance of 23.16 feet to a point for corner;
THENCE South 88 deg. 40 min. 41 sec. West, a distance of 182.00 feet to a point for corner;
THENCE North 89 deg. 20 min. 17 sec. West, a distance of 90.00 feet to a point for corner;
THENCE North 86 deg. 21 min. 03 sec. West, a distance of 213.05 feet to a point for corner;
THENCE continuing North 86 deg. 21 min. 03 sec. West, a distance of 30.00 feet to a point for corner;
THENCE South 07 deg. 05 min. 28 sec. West, a distance of 307.10 feet to a point for corner;
THENCE South 07 deg. 28 min. 36 sec. West, a distance of 559.51 feet to a point for corner;
THENCE South 89 deg. 45 min. 25 sec. West, a distance of 536.06 feet to a point for corner;
THENCE South 00 deg. 08 min. 29 sec. East, a distance of 428.00 feet to a point for corner in the North line of said Belt line Road;
THENCE West, along said North line, a distance of 1,205.61 feet to a point for corner;
THENCE South 89 deg. 24 min. 49 sec. West, a distance of 536.85 feet to the POINT OF BEGINNING and containing 156.45 acres of land.

EXHIBIT "B"



- NO LESS

[illegible]

	LAND USE	144, LOT SIZE	INITIAL S.F.
	OFFICE	10,000 S.F.	2,500 S.F.
	RETAIL	40,000 S.F.	2,500 S.F.

CROSS AREA : 660,310 S.F./7

TRACT 2

2,000 S.F.	2,040 S.F.	57	1,500 S.F.	0.8 ACRES
8,000 S.F.	8,448 S.F.	78	2,000 S.F.	0.84 ACRES
6,000 S.F.	6,754 S.F.	95	1,000 S.F.	0.23 ACRES
10,000 S.F.	10,004 S.F.	100	2,000 S.F.	0.84 ACRES
12,000 S.F.	15,069 S.F.	52	2,250 S.F.	0.5 ACRES
404, 104, 322	404, 104, 322	104, 104, 322	104, 104, 322	25.5 ACRES

376 RESIDENTIAL/ 140 ACRES = 2.68 LOTS PER ACRE

PARKS / OPEN SPACE MATRICES

PARK	LEE	SIZE
PARK 1	HIGHBUSHWOOD	2.10 AC.
PARK 2	(PUBULB)/PARK/O.S.	9.50 AC.
PARK 3	POCKET PARK	0.55 AC.
PARK 4	HIGHBUSHWOOD	0.23 AC.
PARK 5	POCKET PARK	0.02 AC.
PARK 6	POCKET PARK	0.23 AC.
PARK 7	PARK / O.S.	11.4 AC.
PARK 8	POCKET PARK	2.00 AC.

TOTAL TRAIL SYSTEM: 15,035 L.F. / 2.84 MILES

0' TRAIL SYSTEM (0' WITHIN PARKS 2, 0 & 77)
PHASE LINES

LINE

51

RESIDENTIAL/ MIXED USE CONCEPT PLAN

SUMMIT PARKS

HEATH SURVEY ~ AUSTRALIA

MEADOWS, DALLAS COUNTY, TEXAS

JAMES ANDERSON & A.C.

51500 Crest Drive, Suite 200 Phoenix, AZ 85044

OFFERED	DATE	SCALE
---------	------	-------

7/07	1°=200'
------	---------

[illegible]

Exhibit "C"

Thoroughfare Revision



Segment to be
removed from plan.

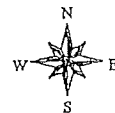
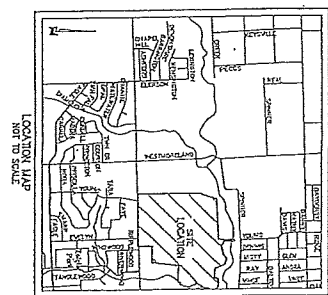
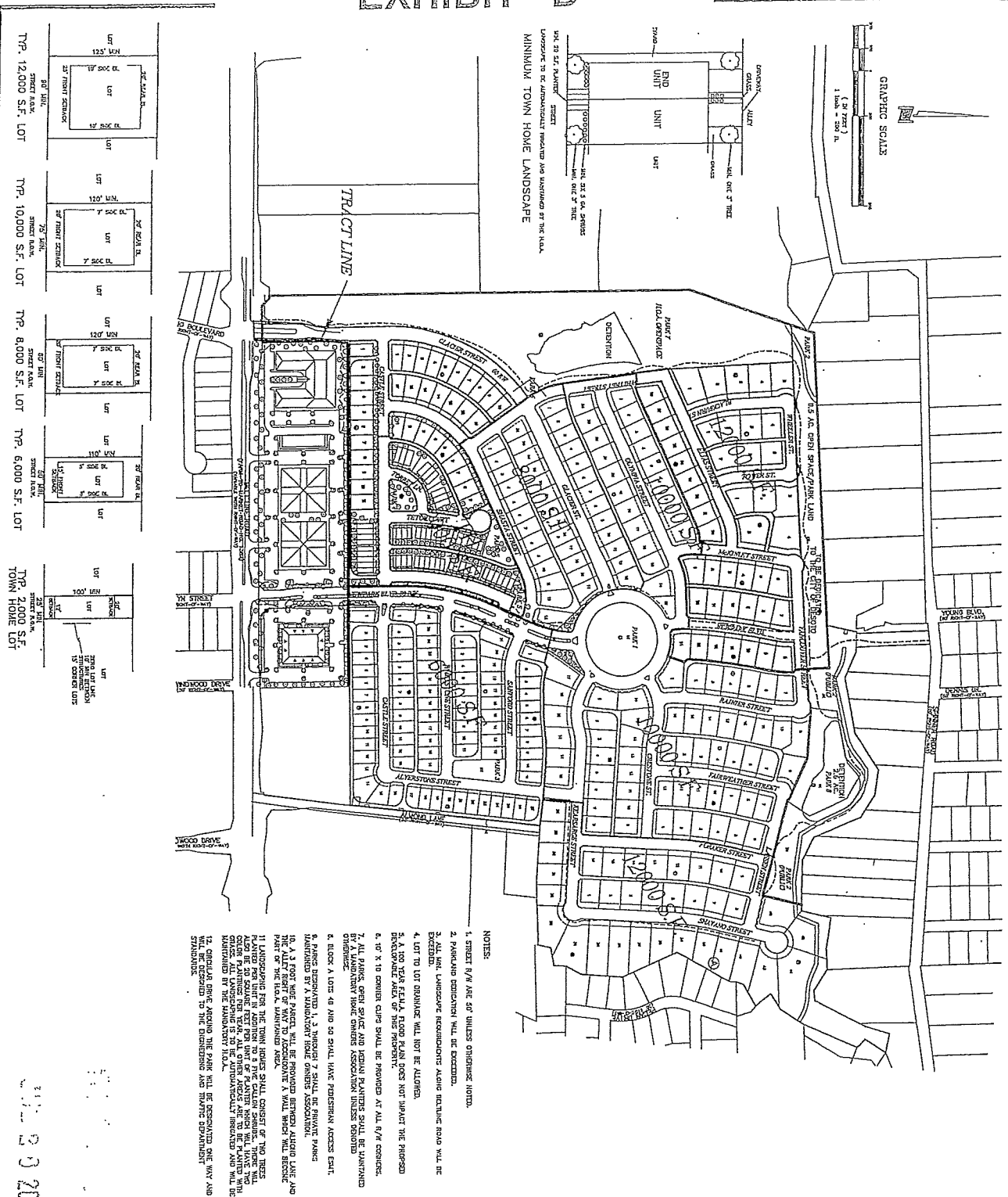


EXHIBIT "D"



IRACI 1
MIXED USE LOT MATRIX:

LAND USE	BN, LOT SIZE	IRACI S.F.
OFFICE	10,000 S.F.	2,500 S.F.
RETAIL	40,000 S.F.	2,500 S.F.

CHOS AREA : 690,110 S.F./7

CALCOST AREA : 630,110 S.F./73.15 ACRES

TRACT 2

NR. LOT SIZE	AVG. LOT SIZE	LOT COUNT	NR. HOUSES S.F.	USE ADJACENT
12,000 S.F.	15,000 S.F.	52	2,200 S.F.	26.5 ACRES
10,000 S.F.	10,000 S.F.	100	2,000 S.F.	26.4 ACRES
8,000 S.F.	8,440 S.F.	70	2,000 S.F.	10.7 ACRES
6,000 S.F.	4,754 S.F.	85	1,800 S.F.	19.2 ACRES
2,000 S.F.	2,040 S.F.	57	1,200 S.F.	8.0 ACRES

CROSS AREA S.F. PER LOT: 16,210 S.F.

376 RESIDENTIAL/ 140 ACRES = 2.69 LOTS PER ACRE

PARKS / OPEN SPACE MATRICES

PARK	USE	SIZE
PARK 1	NEIGHBORHOOD	2.40 AC
PARK 2	(PARK)PARK/0.5	3.50 AC
PARK 3	POCKET PARK	0.55 AC
PARK 4	NEIGHBORHOOD	0.22 AC
PARK 5	POCKET PARK	0.25 AC
PARK 6	POCKET PARK	0.23 AC
PARK 7	PARK / 0.5	11.4 AC
PARK 8	POCKET PARK	2.60 AC

TOTAL PARKS / OPEN SPACE :
27.72 AC. / 153 ACRES TOTAL = 17.00 % OF LAND
TOTAL TRAIL SYSTEM: 15.035 L.F. / 2.84 MILES

LEGEND:

PLEASE UNFOLD

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SUMMIT PARKS

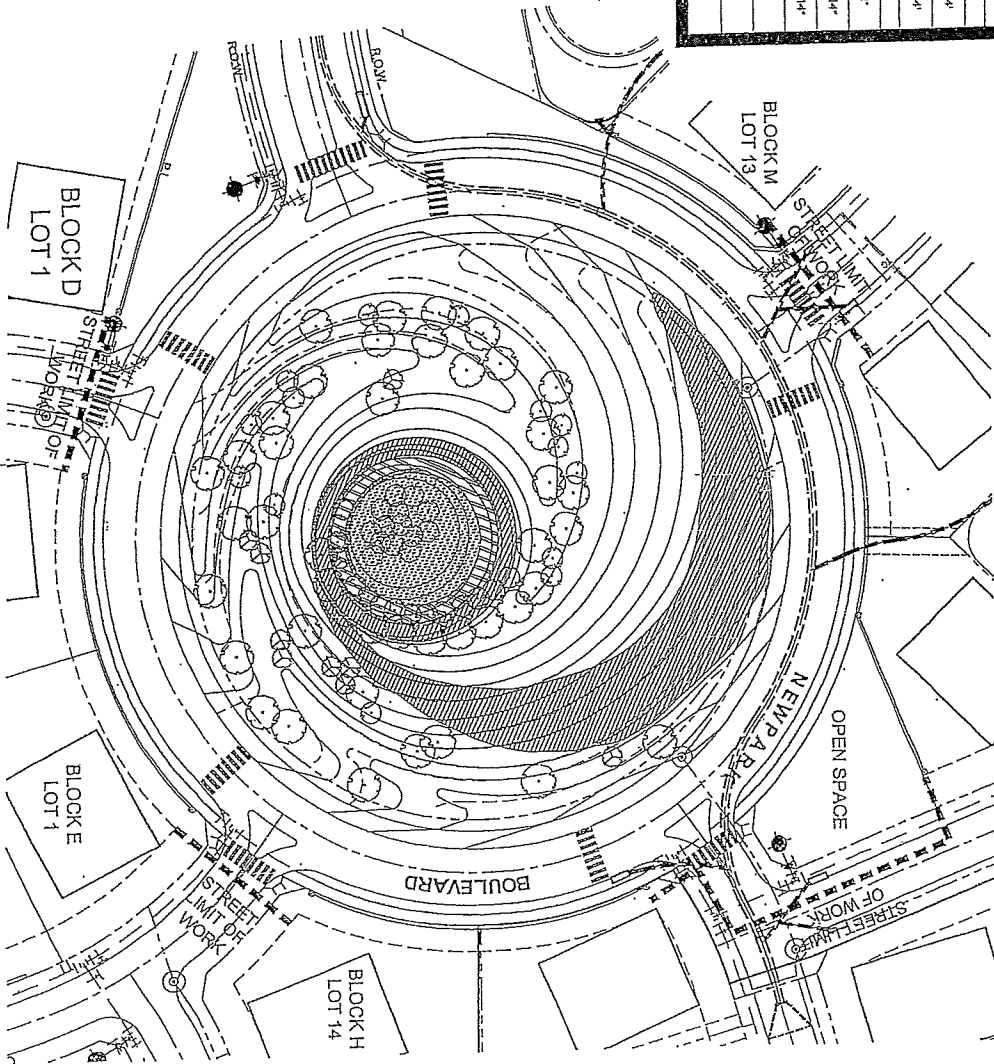
DESOTO, DALLAS COUNTY, TEXAS

5711 1/2 Ave Crest Drive, Suite 200 Pura Teas 75071 977-511-6694

DESIGN		DRAWN	CHECKED	DATE	SCALE	JOB	SHEET
MAD		MAD		7/07	1"=200'	01058	1

EXHIBIT "E"

PLANT QUANTITY	PLANT SYMBOL	COMMON NAME BOTANICAL NAME	SIZE HILL	HEIGHT HILL	SPREAD HILL
43		LAGERBARK ELM ULMUS PARVIFOLIA	45 6'x12'	4-5'	
44		GRAND PRINCE YEW LIVISTONIA YEW YEW	50 6'x15'	5-6'	
4		TEXAS BURNING UNIONIA STRONGA	15 6'x8'	5-6'	
14400 SF		ORNA-MENT GRASS TYPE II	5 6'x12'	12'	
2500 SF		ORNA-MENT GRASS TYPE I2	5 6'x12'	12-14'	
16100 SF		ORNA-MENT GRASS TYPE I3	6'x12'	12-14'	
66975 SF		BURBIDIA GRASS INTERPOLATION CRUCIFER DACTYLION	6'x12'	12-14'	
X LP		STEEL EDGING 1/2 X 4 RIBBON OR EQUAL			
X SF		BED PREPARATION			



NEWPARK BOULEVARD LANDSCAPE LAYOUT
SCALE: 1" = 30'-0"



1601 Ross Ave. Suite 200
Dallas, Texas 75201
Tel: 214.761.1000 Fax: 214.761.1007

SUMMIT PARKS
GOODMAN LAND ADVISORS
DESOTO, TEXAS

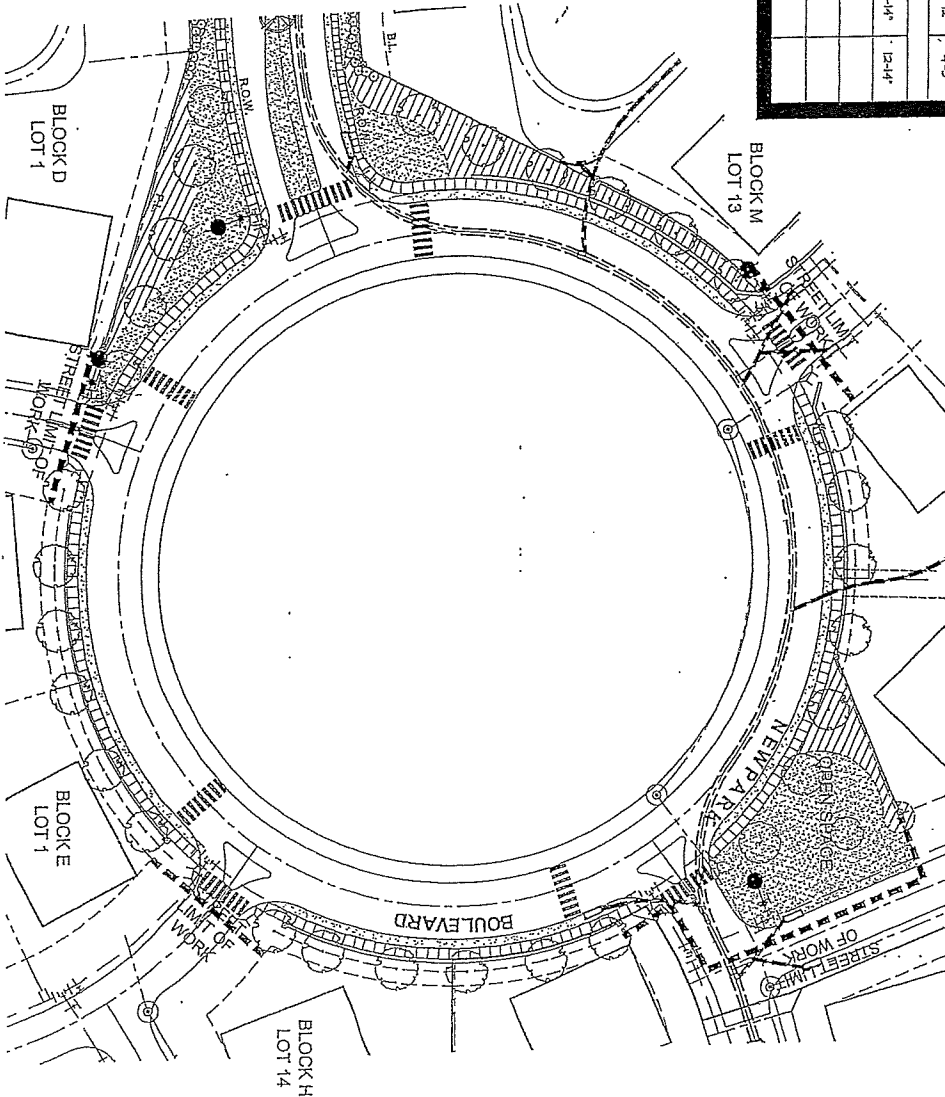
RECEIVED
JUL 23 2006
CITY OF DALLAS
PLANNING & ZONING DEPT.
Drawing Title
NEWPARK BOULEVARD
LANDSCAPE LAYOUT
Date: 07/23/06
Project: 2006
Reviewed By: F.W.S.W.
Drawn By: J.A.C.E.V.
Drawing Number: 3.H.4

3.H.4

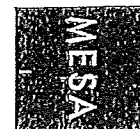
EXHIBIT "F"

PLANT LIST

PLANT QUANTITY	PLANT SYMBOL	COMMON NAME BOTANICAL NAME	SIZE PIN.	HEIGHT MIN.	SPREAD MIN.
TREES					
31		LACINIAE BULBIFERA LACINIAE BULBIFERA	45 GAL.	10-12'	4-5'
3305 SF		GRASS AND GROUNDCOVER CYNODON DACTYLON	1	12-14"	12-14"
14320 SF		BERBERIS GRASS HYDRANGEA CYNODON DACTYLON	HYDR PALCH		
X LP		STEEL EDGING 1/2 X 4 REVERSE OR EQUAL			
X SF		BBD PREPARATION			



NEWPARK BOULEVARD LANDSCAPE LAYOUT
SCALE: 1"=30'-0"



1827 First Ave., Suite 200
Mesa, AZ 85201
602-961-1527

SUMMIT PARKS
GOODMAN LAND ADVISORS
DESOTO, TEXAS

JUL 19 2006

CITY OF DESOTO
PLANNING & ZONING DEPT
DESOTO, MS

NEWPARK BOULEVARD
LANDSCAPE LAYOUT

ISSUE DATE: 07-12-06
DESIGNER: MESA
REVIEWER: J. H. S.
CHECKER: J. H. S.

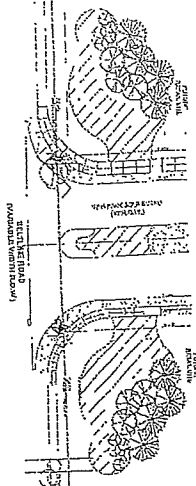
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3.H.5

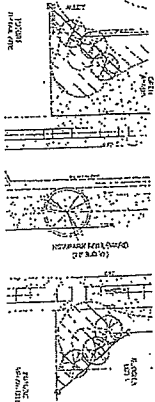
Fluorine 2004.11.18

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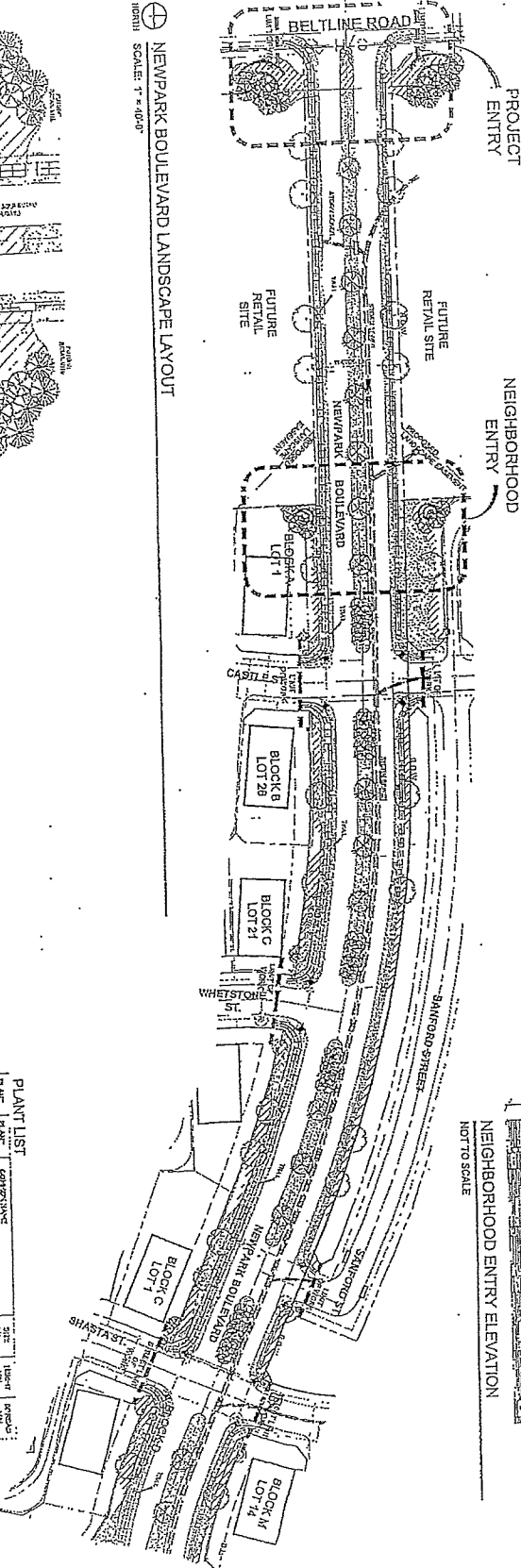
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NOT TO SCALE



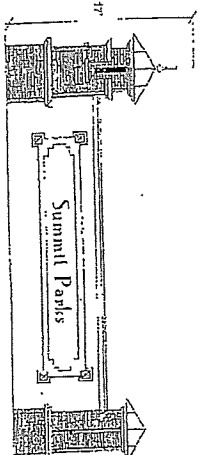
⊕ NEIGHBORHOOD ENTRY
NOT TO SCALE



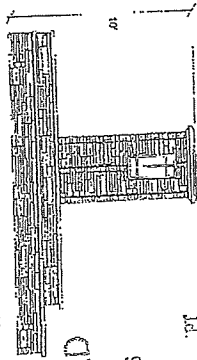
⊕ NEWPARK BOULEVARD LANDSCAPE LAYOUT
SCALE: 1" = 40'-0"



PROJECT ENTRY ELEVATION
NOT TO SCALE



NEIGHBORHOOD ENTRY ELEVATION
NOT TO SCALE



RECEIVED
9000 1 & 7th

PLAT

PLANT LIST

PLANT	SYMBOL	QUANTITY	LOCATION
1. 12" D.C. CACTUS	(Symbol)	10	Block A
2. 12" D.C. CACTUS	(Symbol)	10	Block B
3. 12" D.C. CACTUS	(Symbol)	10	Block C
4. 12" D.C. CACTUS	(Symbol)	10	Block D
5. 12" D.C. CACTUS	(Symbol)	10	Block E
6. 12" D.C. CACTUS	(Symbol)	10	Block F
7. 12" D.C. CACTUS	(Symbol)	10	Block G
8. 12" D.C. CACTUS	(Symbol)	10	Block H
9. 12" D.C. CACTUS	(Symbol)	10	Block I
10. 12" D.C. CACTUS	(Symbol)	10	Block J
11. 12" D.C. CACTUS	(Symbol)	10	Block K
12. 12" D.C. CACTUS	(Symbol)	10	Block L
13. 12" D.C. CACTUS	(Symbol)	10	Block M
14. 12" D.C. CACTUS	(Symbol)	10	Block N
15. 12" D.C. CACTUS	(Symbol)	10	Block O
16. 12" D.C. CACTUS	(Symbol)	10	Block P
17. 12" D.C. CACTUS	(Symbol)	10	Block Q
18. 12" D.C. CACTUS	(Symbol)	10	Block R
19. 12" D.C. CACTUS	(Symbol)	10	Block S
20. 12" D.C. CACTUS	(Symbol)	10	Block T
21. 12" D.C. CACTUS	(Symbol)	10	Block U
22. 12" D.C. CACTUS	(Symbol)	10	Block V
23. 12" D.C. CACTUS	(Symbol)	10	Block W
24. 12" D.C. CACTUS	(Symbol)	10	Block X
25. 12" D.C. CACTUS	(Symbol)	10	Block Y
26. 12" D.C. CACTUS	(Symbol)	10	Block Z

DESIGN TITLE
NEWPARK BOULEVARD
LANDSCAPE LAYOUT
DATE: 01/17/06
DRAWN BY: JAVIER
CHECKED BY: JAVIER
3.H.6

SUMMIT PARKS
GOODMAN LAND ADVISORS
DESOTO, TEXAS



1500 BELL BLVD., SUITE 200
IRVING, TEXAS 76039-1477

PROJECT ENTRY ELEMENTS



SUMMIT PARKS
GOODMAN LAND ADVISORS
DESOTO, TEXAS

Working Title	
PROJECT ENTRY ELEMENTS	
Issue Date	07.12.04
WESA Project #	26720
Revised By	FLYNN
Drawn By	JADICHA
Drawing Number	

File name: 2020_11_21

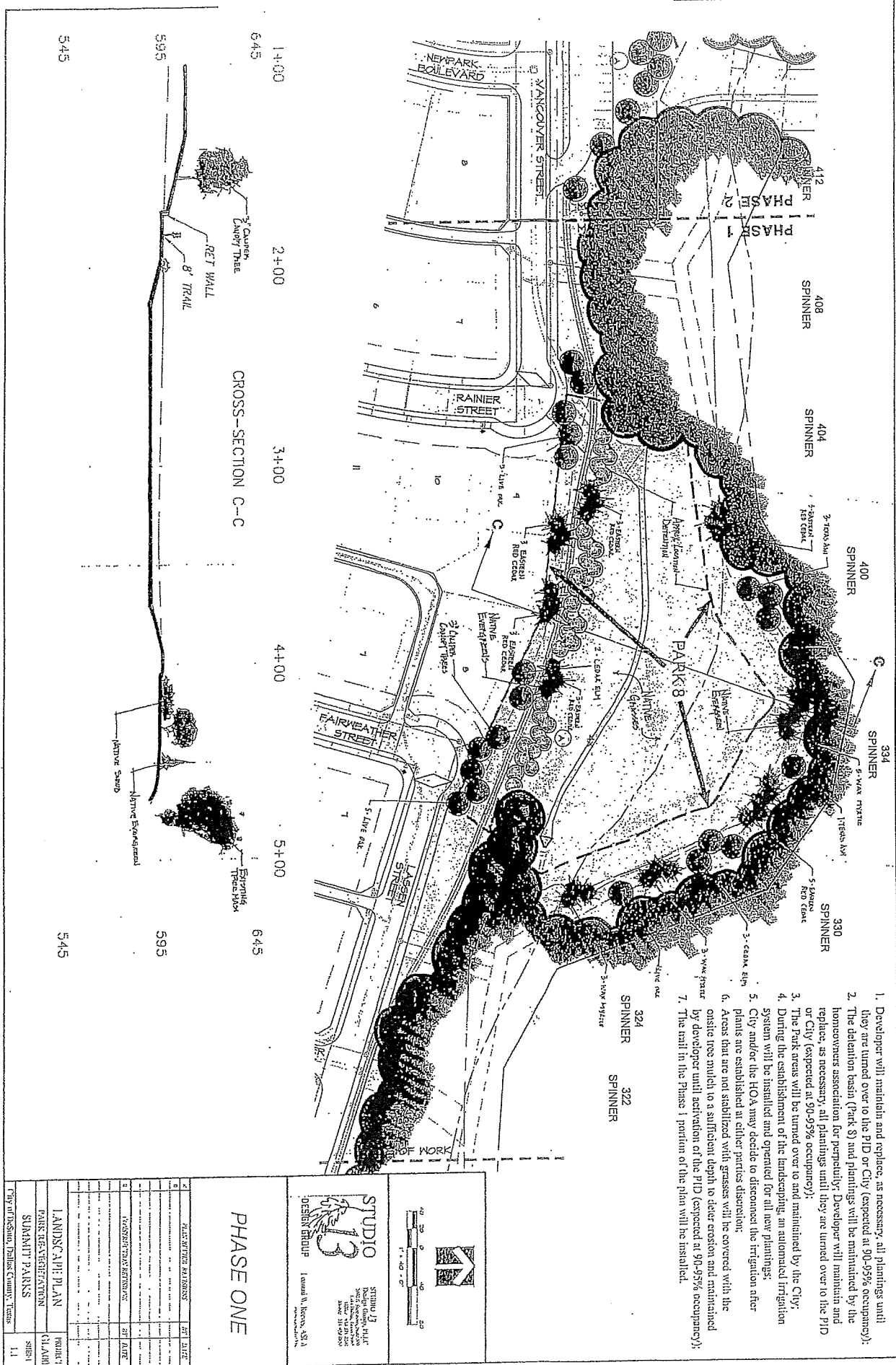


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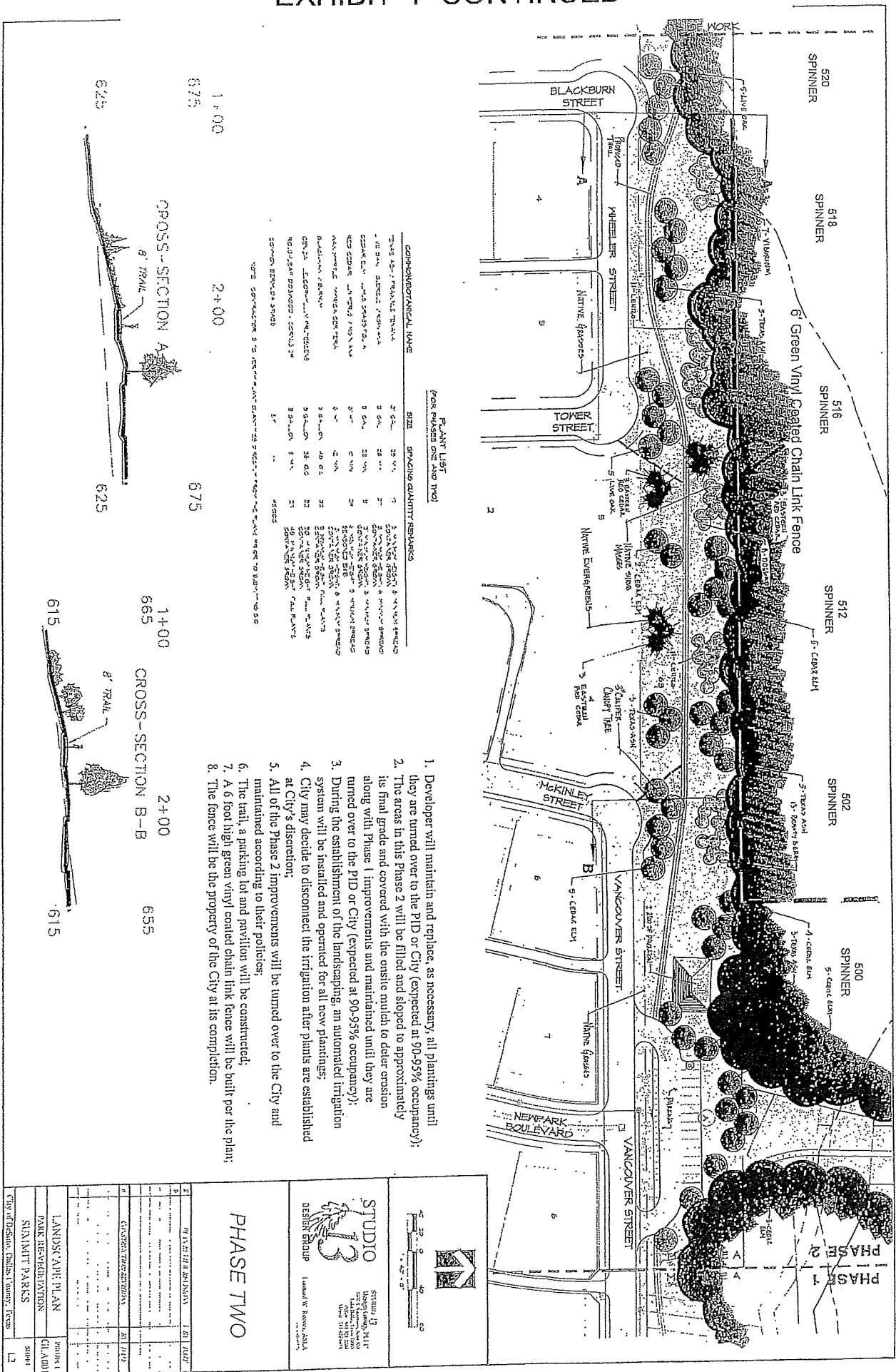
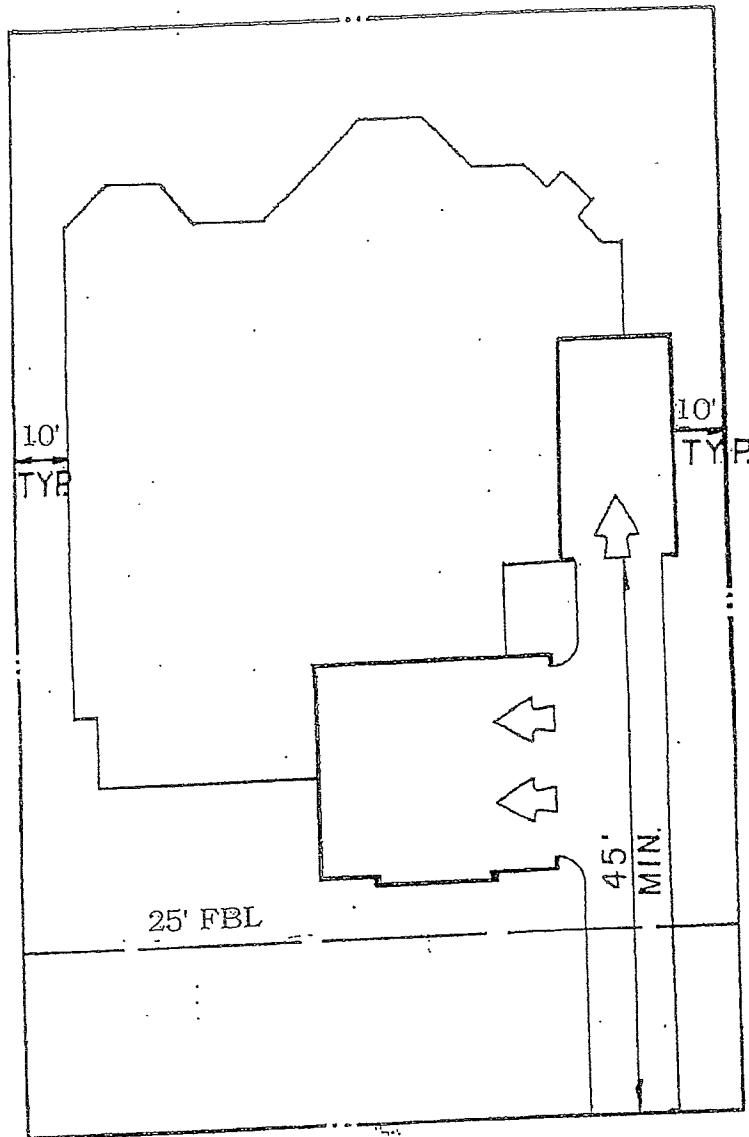


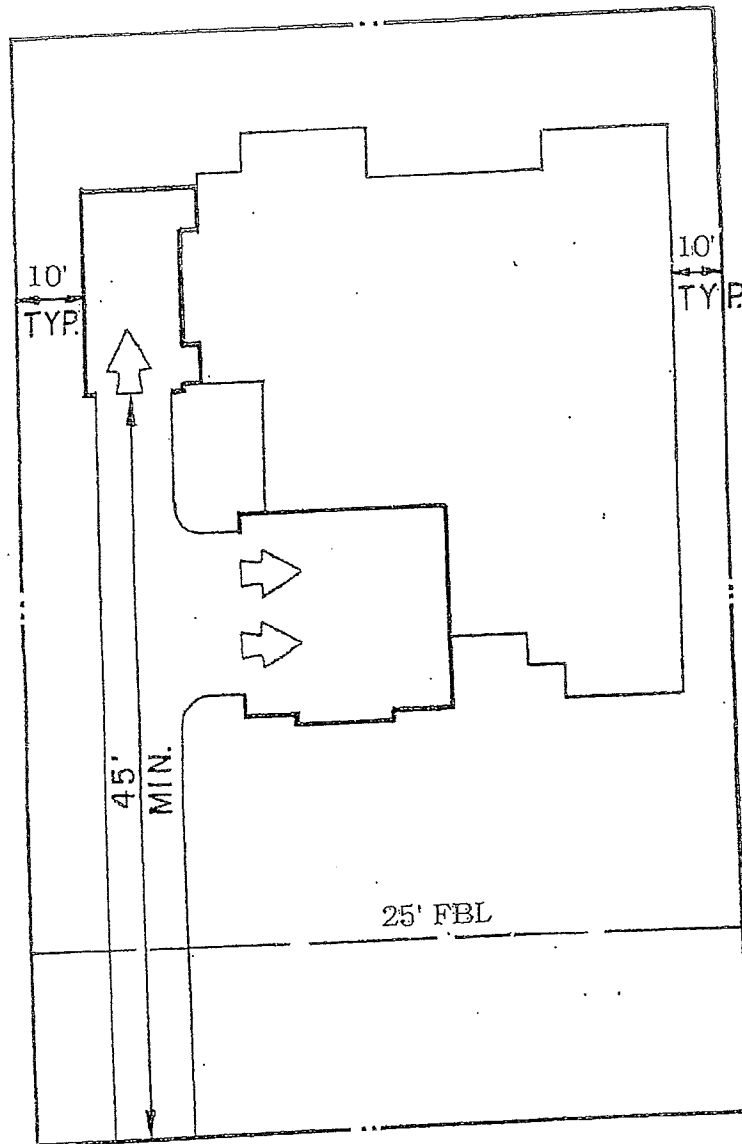
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FRONT ENTRY OPTION 1
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SUMMIT PARKS

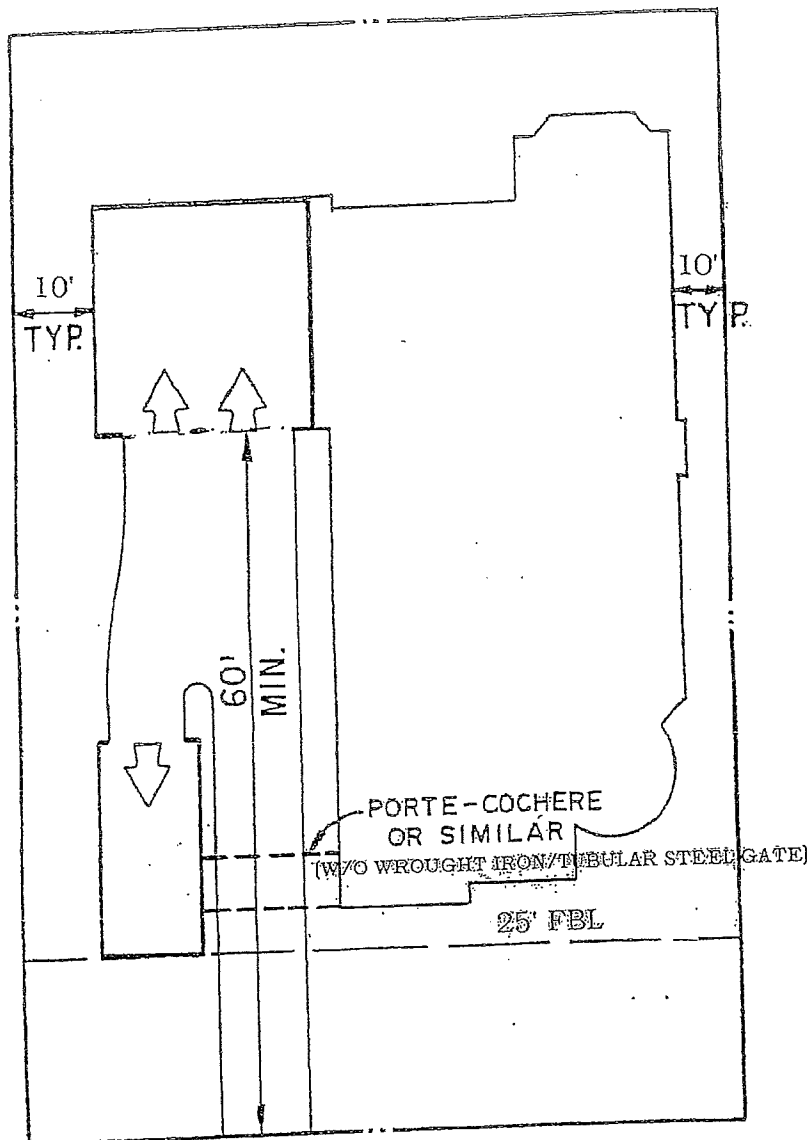
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FRONT ENTRY OPTION 2
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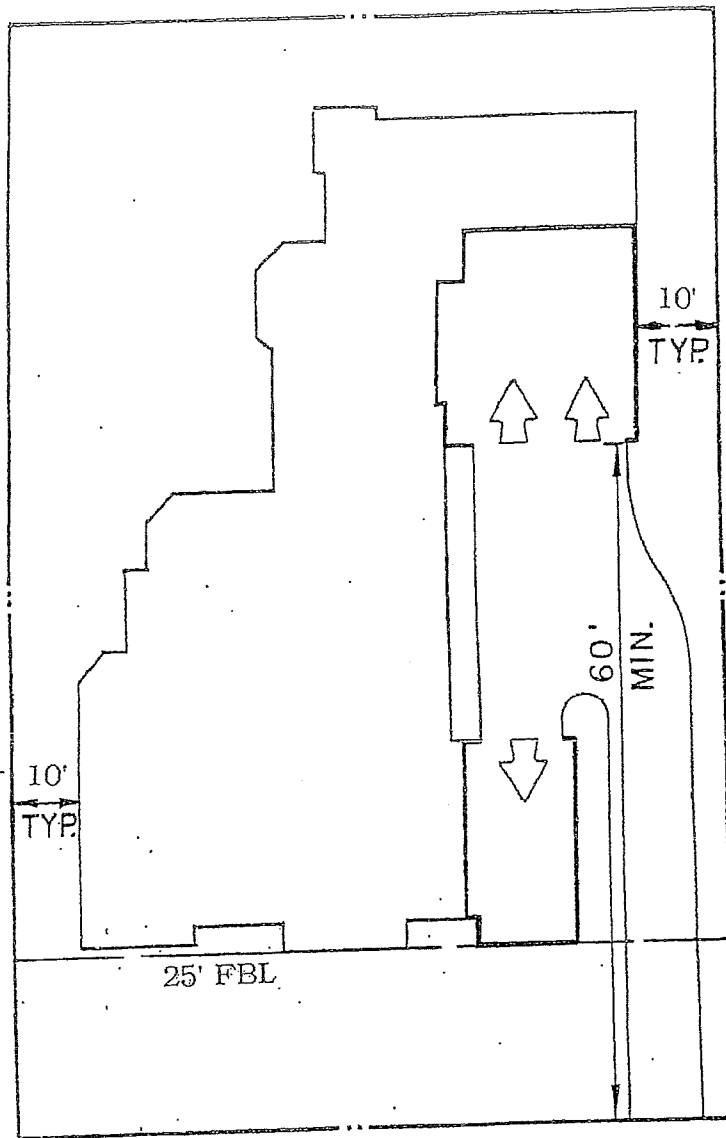
EXHIBIT "J" CONTINUED



FRONT ENTRY OPTION 3
(not to Scale)

SUMMIT PARKS

EXHIBIT "J" CONTINUED



FRONT ENTRY OPTION 4
(not to scale)

SUMMIT PARKS

EXHIBIT "K"

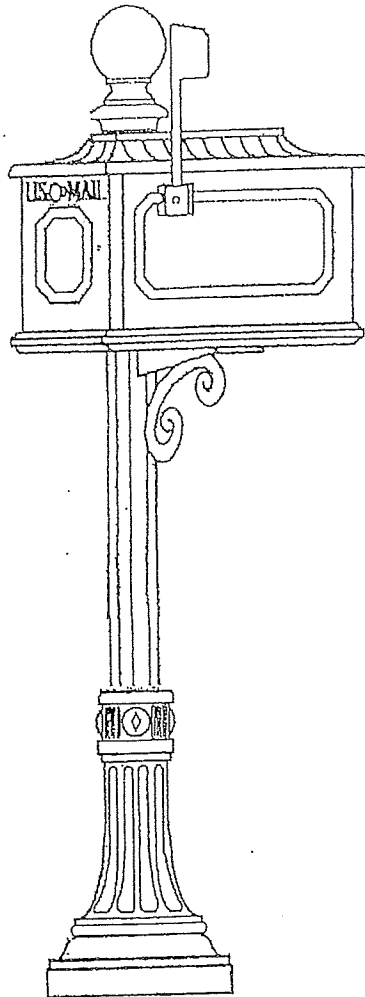


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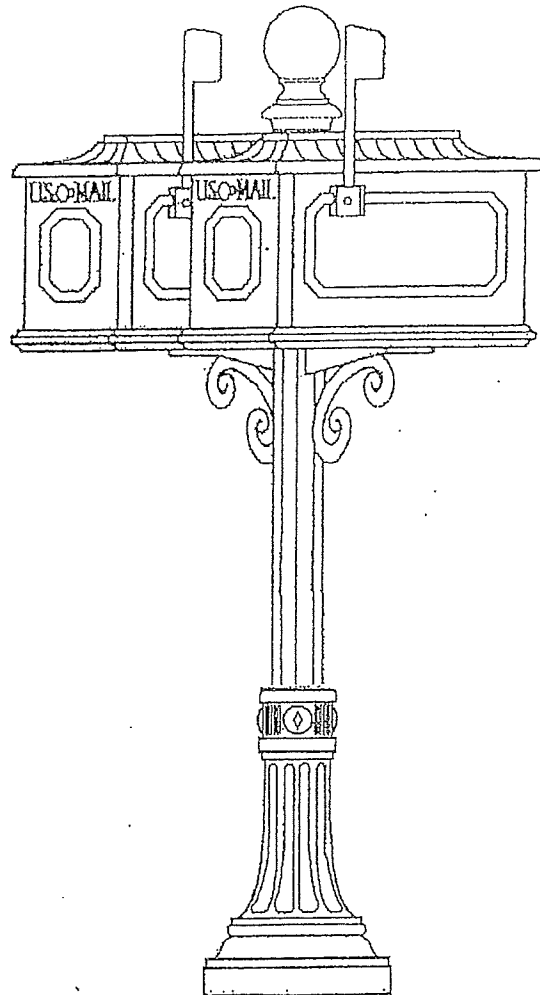
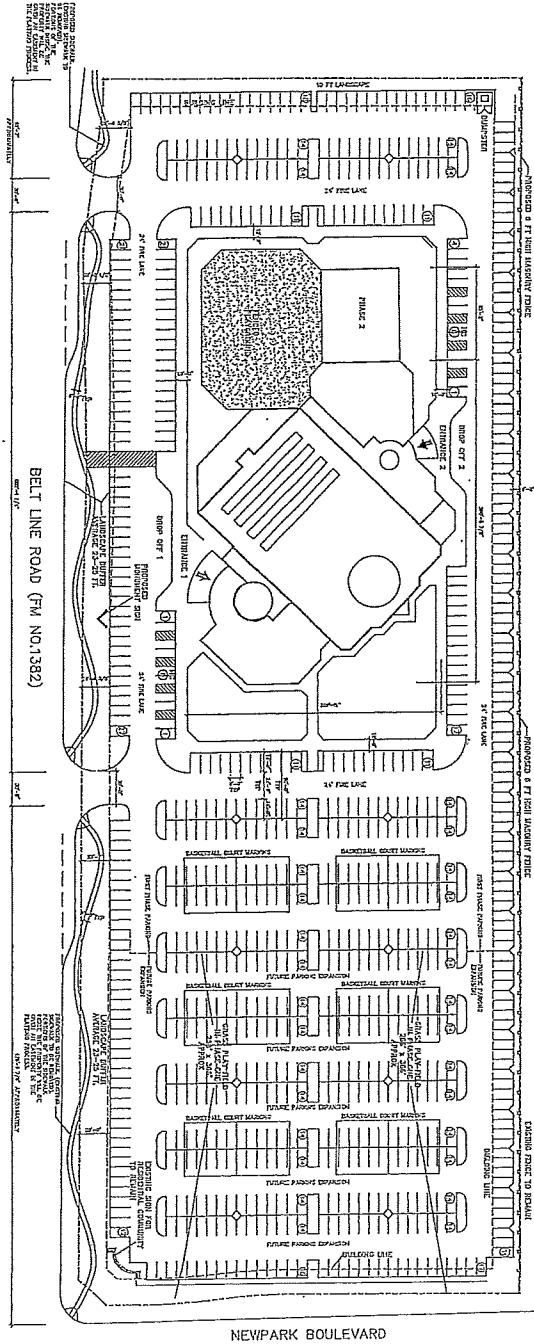


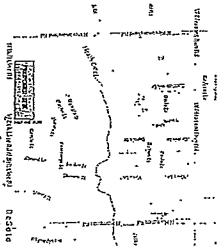
EXHIBIT "L"



PLACE OF WORSHIP (SECTION 218 FRA 10)
TOTAL NUMBER OF WORKSPACES REGULARLY
ATTENDING WORSHIP SERVICES: WORKSPACES
SECOND FLOOR = 154 WORKSPACES
TOTAL = 1441 WORKSPACES
DRIVE OFF 3 WORKSPACES/SPACE = 140 SPACES
FIRST PLACE PARKING = 140 SPACES
PARKING EXPANSION = 130 SPACES
VALET PARKING PARKING = 100 SPACES

PARKING SPACES CALCULATION

VICINITY MAP



SITE PLAN

SCALE: 1"=50'-0"

DRAWING NUMBER
A1.0

SHEET TITLE:
SITE PLAN

PROJECT:
HOUSE OF PEACE & COMMUNITY CENTER
Bollinger Road, Doswell Texas 75115
OWNER:
HOUSE OF PEACE & COMMUNITY CENTER
1409 Acton Ave, Dunkerville TX 75137

ARCHITECT:
AGA
ALIMAM GONZALEZ ASSOCIATES INC.
1658 AUTUMN BREEZE LANE,
LEWISVILLE, TEXAS 75077
lsam.alimam@agaconsultants.com
(214) 417-1851 againc@verizon.net



EXHIBIT "M"

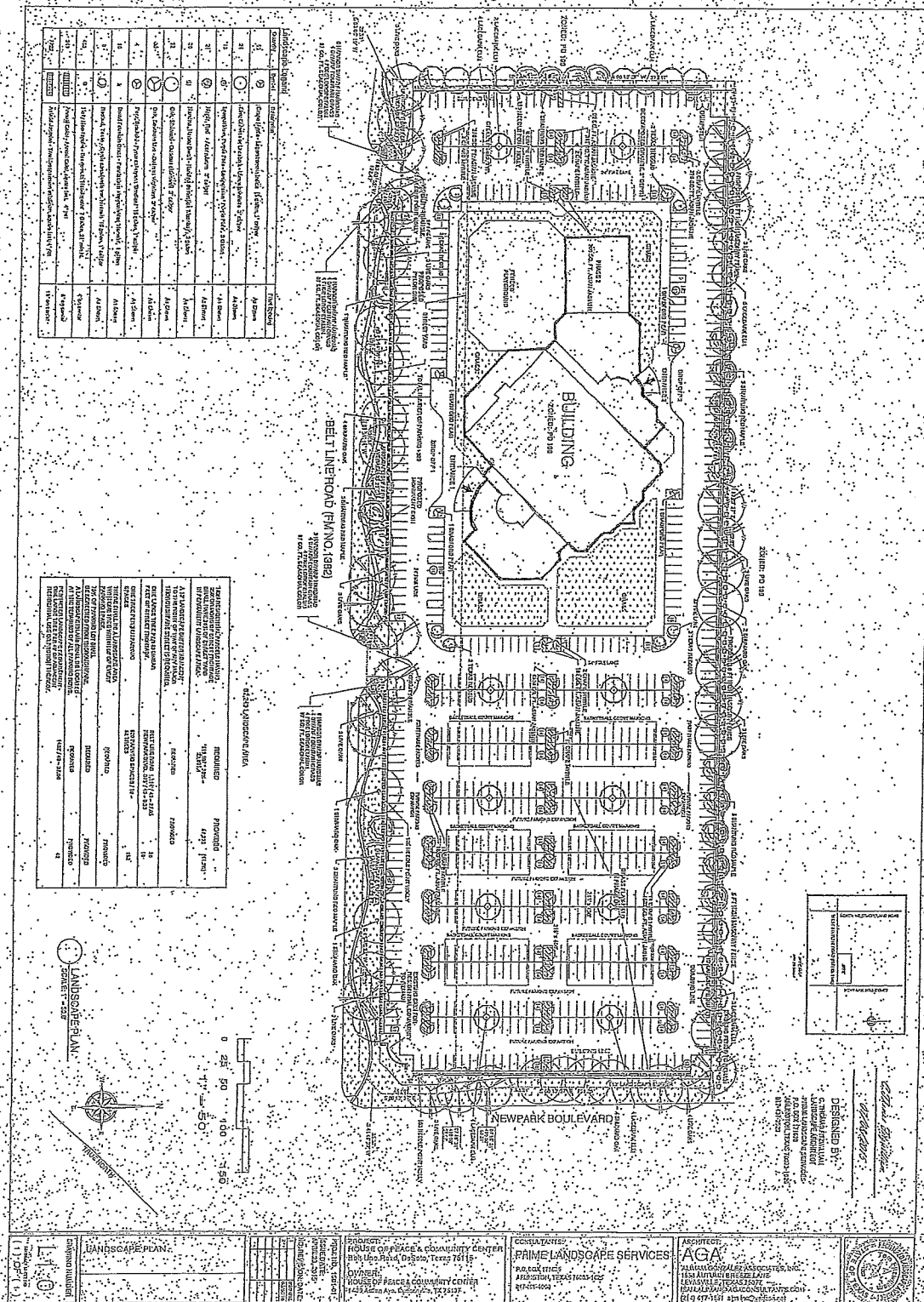
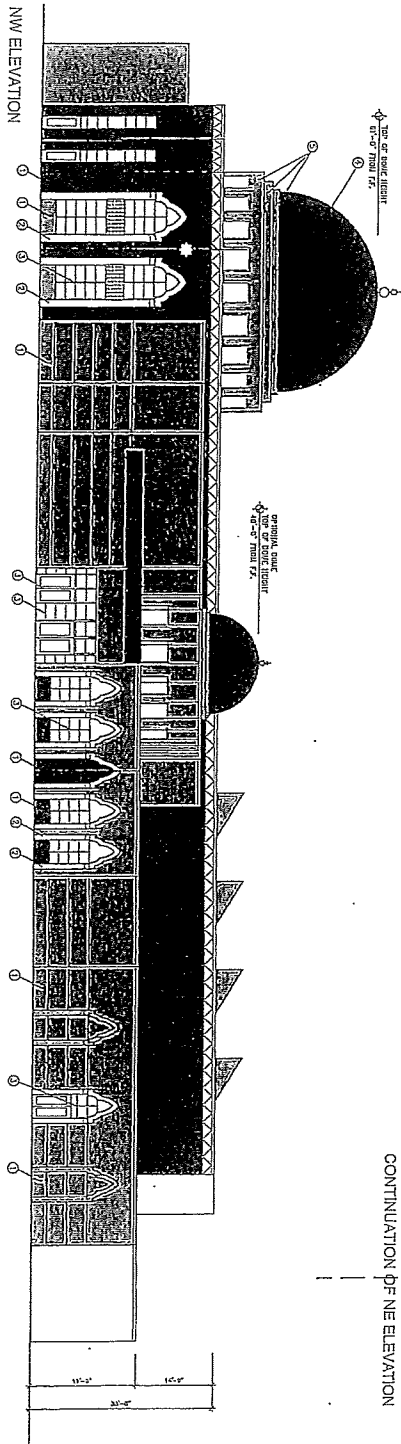
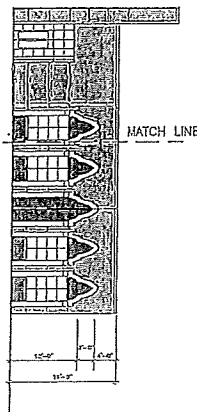
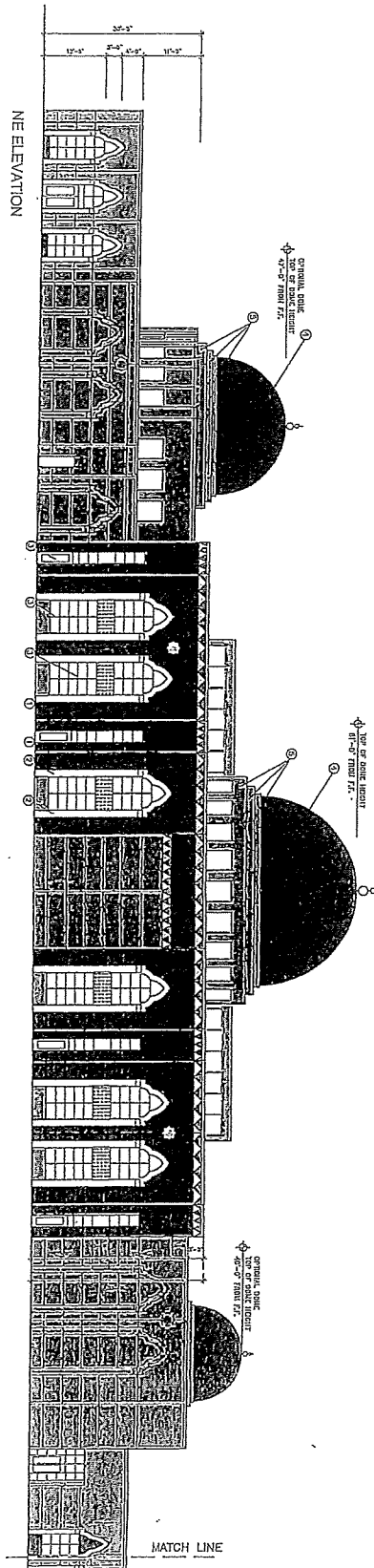
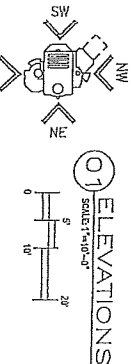


EXHIBIT "N"



NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
4. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
5. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
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9. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.
10. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE.



PRELIMINARY ISSUED FOR REVIEW - NOT FOR CONSTRUCTION AREA, DIMENSIONS AND HEIGHT ARE APPROXIMATE AND SUBJECT TO CHANGE

SHEET TITLE: NORTH EAST & NORTH WEST ELEVATIONS	DRAWING NUMBER: A3.0	PROJECT: HOUSE OF PEACE & COMMUNITY CENTER Bolline Road, Desoto Texas 75115	ARCHITECT: AGA ALIMAM GONZALEZ ASSOCIATES INC. 1658 AUTUMN BREEZE LANE, LEWISVILLE, TEXAS 75077 isam.alimam@agaconsultants.com (214) 417-1851 againc@verizon.net	OWNER: HOUSE OF PEACE & COMMUNITY CENTER 1409 Acton Ave, Dunksville TX 75127	ISSUE DATE: 08/08/2015	PROJ. NO.: 156101
					NO.: 01	REVISION DATE: 08/08/2015

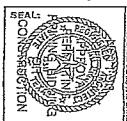
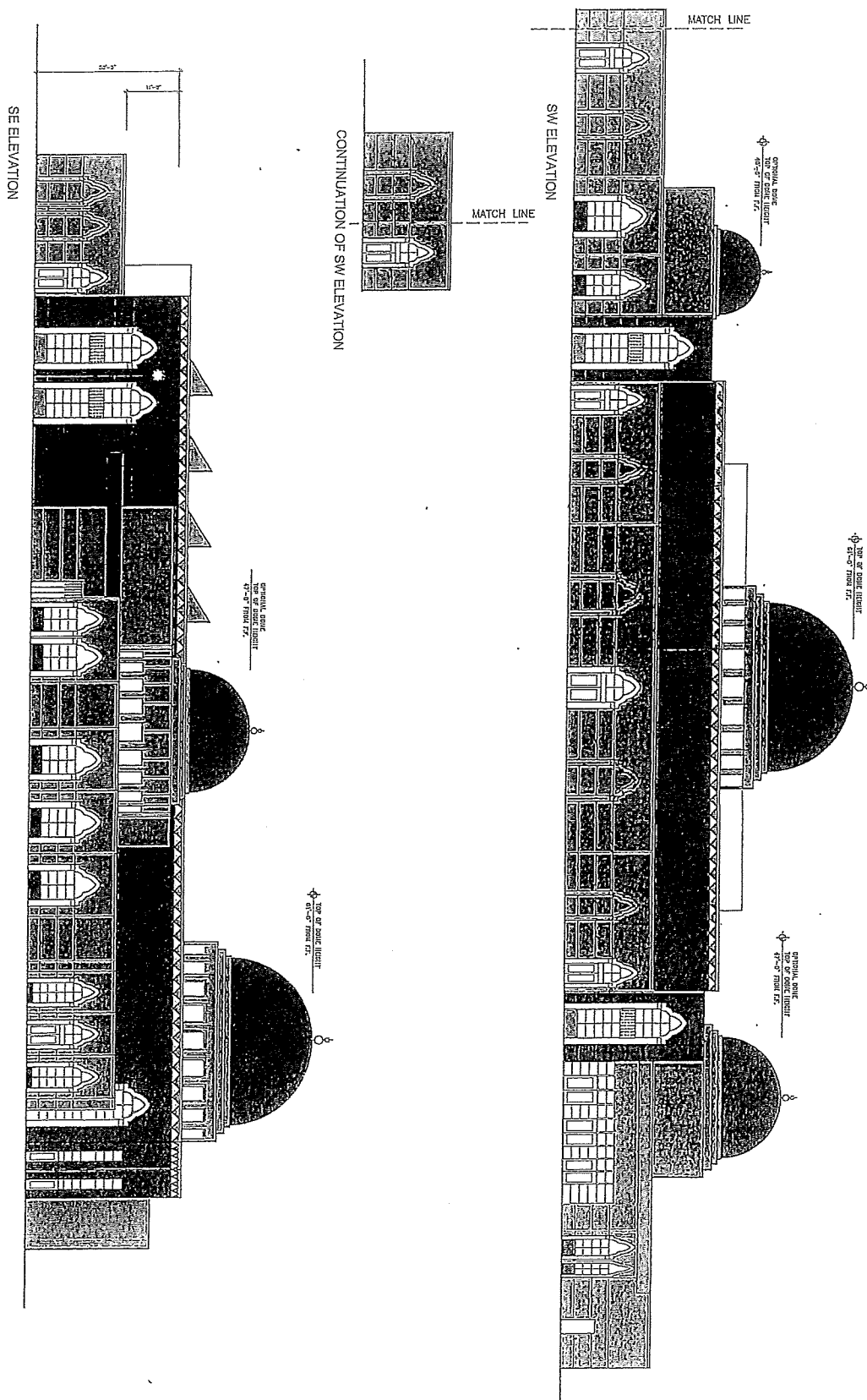


EXHIBIT "N" CONTINUED



PRELIMINARY ISSUED FOR REVIEW - NOT FOR CONSTRUCTION. AEP&C, DIMENSIONS AND HEIGHT ARE APPROXIMATE AND SUBJECT TO CHANGE.

SHEET TITLE:
SOUTH WEST & SOUTH EAST
ELEVATION

DRAWING NUMBER
A3.1

CONTINUED SHEET NO.

PROJECT:
HOUSE OF PEACE & COMMUNITY CENTER
Bellline Road, Desoto Texas 75115

OWNER:
HOUSE OF PEACE & COMMUNITY CENTER
1405 Action Ave, Dunkenville TX 75107

ARCHITECT:
AGA
ALIMAM GONZALEZ ASSOCIATES INC.
1658 AUTUMN BREEZE LANE,
LEWISVILLE, TEXAS 75077
isam.allmam@ageconsultants.com
(214) 417-1851 agatnc@verizon.net



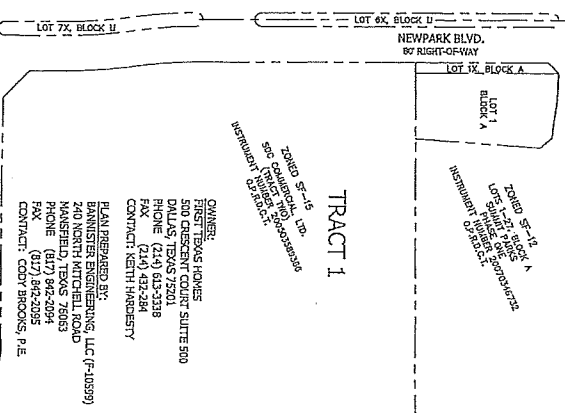
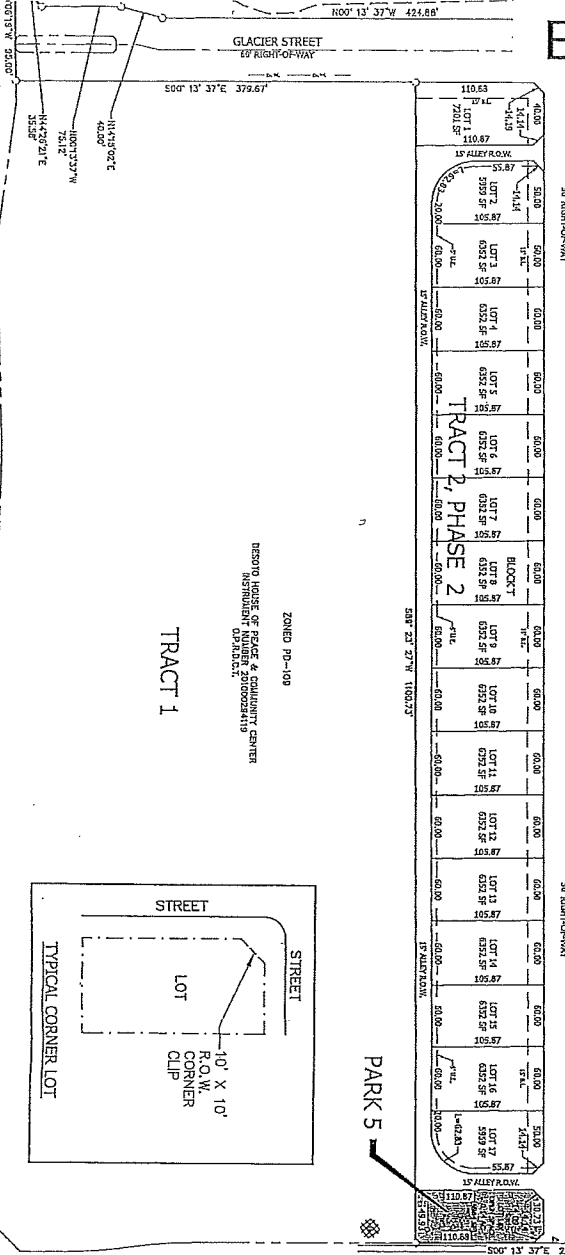
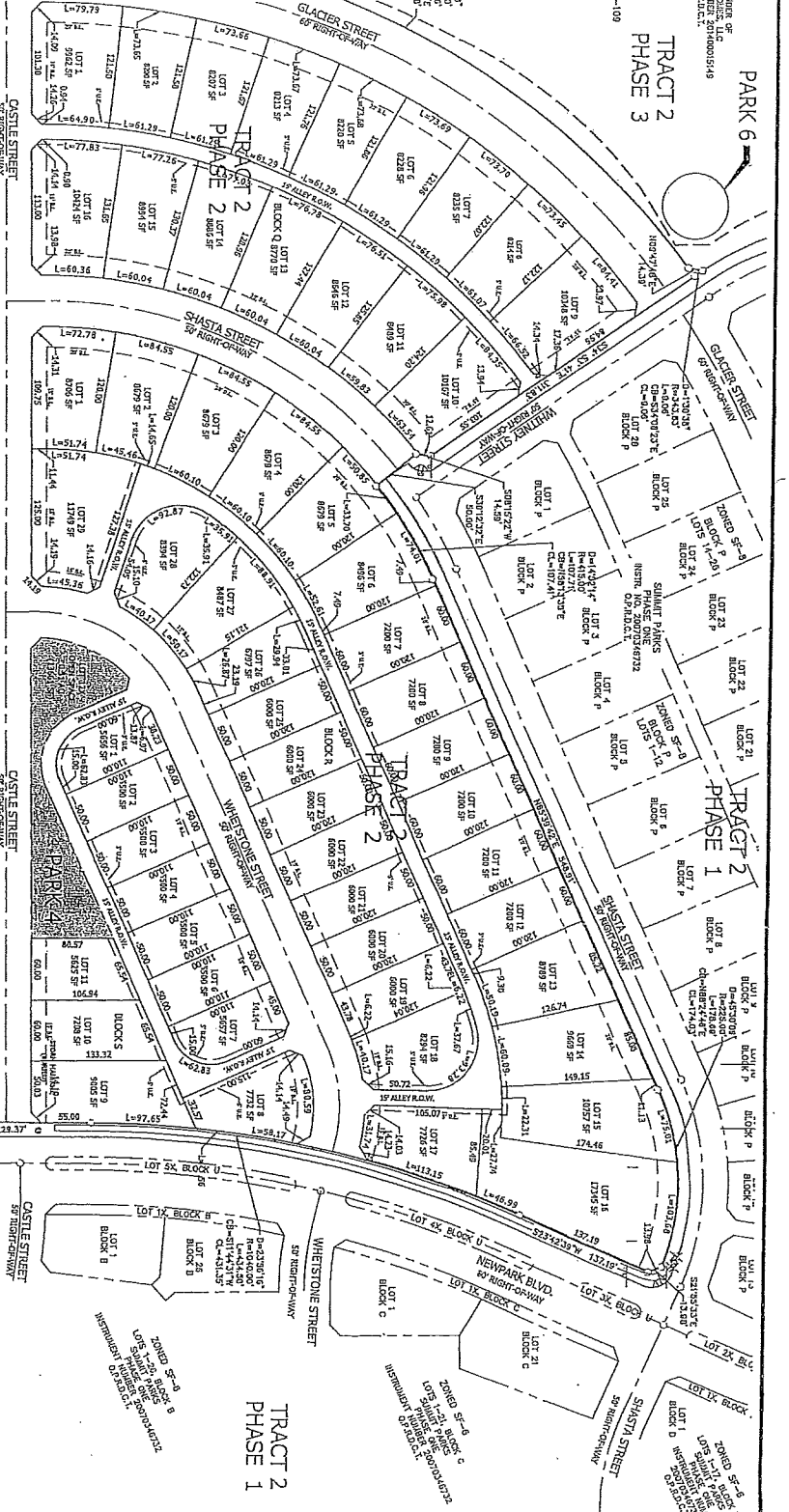
EXHIBIT "O"

PLANNING & ZONING DEPARTMENT
 2000 HOUSTON STREET, SUITE 200
 DALLAS, TEXAS 75201
 (214) 670-1234

ZONED PD-100

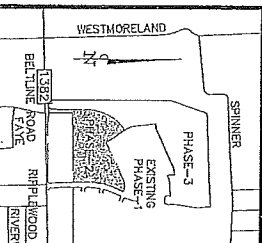
TRACT 2
 PHASE 3

PARK 6



GRAPHIC SCALE
 1" = 100'

NO. OF LOTS	AV. LOT SIZE	TOTAL AREA	AV. LOT DEPTH	MINIMUM LOT DEPTH	MINIMUM LOT WIDTH	TOTAL ADJACENT	TOTAL DEVELOP	OPEN SPACE
42	73.10	3070.2	110.0	100.0	120.0	120.0	120.0	120.0
2	2	2	2	2	2	2	2	2
3	3	3	3	3	3	3	3	3
4	4	4	4	4	4	4	4	4
5	5	5	5	5	5	5	5	5
6	6	6	6	6	6	6	6	6
7	7	7	7	7	7	7	7	7
8	8	8	8	8	8	8	8	8
9	9	9	9	9	9	9	9	9
10	10	10	10	10	10	10	10	10
11	11	11	11	11	11	11	11	11
12	12	12	12	12	12	12	12	12
13	13	13	13	13	13	13	13	13
14	14	14	14	14	14	14	14	14
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 CITY OF DESOTO
 PLANNING & ZONING DEPT

PD SITE PLAN
 SUMMIT PARKS - PHASE 3
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