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EST. 1876

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August 10, 2020

City of McKinney
Planning Department
221 N. Tennessee Street
McKinney, Texas 75069

Re: Letter of Intent supporting request for an SUP for 45.59 acres of land located west of Tina Drive and on the north side of SH 121 (Sam Rayburn Tollway), City of McKinney, Collin County, Texas

Dear Planners:

This letter of intent accompanies the application for a specific use permit (“SUP”) submitted by me on behalf of Roanoke Manor, L.L.C., a Missouri limited liability company, the owner of the subject property on August 10, 2020 and incorporates the information contained therein which is recited again as follows:

1. The acreage of the property for which the SUP is requested is 45.59 acres as described on Exhibit A (the “Metes and Bounds”) attached hereto.
2. The existing zoning on the subject property is PD – Planned Development under Ordinance No. 2000-09-065. The subject property is subject to the Corridor Commercial Overlay District – High Rise and the REC – Regional Employment Center Overlay District. A companion application to rezone the Property to C3-Regional Commercial has been filed contemporarily herewith.
3. The purpose of this application is obtain a specific use permit to allow for an office/warehouse development as shown on the exhibits attached hereto as Exhibit B (the “Specific Use Permit Plan”) and Exhibit C (the “Front Elevation”).
4. Approval of an SUP is required for warehousing under the C3-Regional Commercial zoning category proposed for the Property in the companion zoning case. The subject property is appropriate for use as an office/warehouse development because of its isolation from residential neighborhoods by virtue of a major arterial (Collin McKinney Parkway) separating it from the Avalon residential community to the north, Cottonwood Creek flood plain to the west, commercially zoned property to the east and the Sam Rayburn Tollway to the south. Given the

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surrounding uses, the granting of this SUP would not be injurious to any of the neighboring properties.

5. The subject property is burdened by a series of large overhead electric transmission structures and lines, has no direct access to the north/south major thoroughfares of Hardin Road or Lake Forest and has restricted access onto the westbound access road of the Sam Rayburn Tollway due to the configuration of on and off ramps. Those burdens and access restrictions effectively limit the subject property's potential to be developed for high rise office, major entertainment or retail, leaving office/warehouse as the highest and best use for the subject property.

6. The applicant has attached hereto as Exhibit D a set of restrictive covenants which subject any warehouse development on the subject property to certain development standards that (a) limit the height of structures within 75 feet of the southern right-of-way of Collin McKinney Parkway to 39 feet, (b) impose architectural standards equal to those previously required of industrial structures through the City's Code of Ordinances and (c) provide for rights vested in favor of the City for enforcement and approval of amendments or modifications thereto. The restrictive covenants would not subject development of permitted uses, other than office/warehouse, to the standards contained therein. Upon approval of the requested SUP, the applicant proposes that the execution and recording of the restrictive covenants be a condition to the issuance of any building permit for the construction of an office/warehouse structure on the subject property.

7. There are no other special considerations requested or required.

8. The applicant requests an appearance before the Planning and Zoning Commission and the City Council at the earliest possible dates.

In the event that any other information is required for this Letter of Intent, please refer to the application previously filed.

Very truly yours,



Robert H. Roeder
Attorney at Law

RHR/mls
3145207

Exhibit A
(the "Metes and Bounds")

TRACT 1:

DESCRIPTION, of a 45.590 acre tract of land situated in the George Fitzhugh Survey, Abstract Number 321 and the Esom Harris Survey, Abstract Number 400, Collin County, Texas; said tract also being part of that certain tract of land described in Special Warranty Deed to Roanoke Manor, L.L.C. recorded in Instrument No. 2004-0105364 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at the southwest end of a corner-clip at the intersection of the northwest right-of-way line of State Highway 121 (a variable width public right-of-way) and the southwest right-of-way line of Tina Drive (a variable width public right-of-way);

THENCE, along the said northwest line of State Highway 121, the following two (2) calls:

South 64 degrees, 36 minutes, 50 seconds West, a distance of 1,492.73 feet to a 3-inch brass disk stamped with "TEXAS DEPARTMENT OF TRANSPORTATION" found for corner;

South 67 degrees, 58 minutes, 11 seconds West, a distance of 225.48 feet to a point for corner at the southeast corner of Lot 2, Block A, Roanoke Manor Addition, an addition to the City of McKinney, Texas according to the plat recorded in Cabinet 2009, Page 285 of the Official Public Records of Collin, County Texas; from said point a 5/8-inch iron rod found bears North 25 degrees, 09 minutes West, a distance of 0.2 feet;

THENCE, in a northwesterly direction, departing the said northwest line of State Highway 121 and along the southeast line of said Lot 2, the following two (2) calls:

North 25 degrees, 31 minutes, 43 seconds West, a distance of 736.22 feet to a point for corner;

North 24 degrees, 31 minutes, 18 seconds West, a distance of 367.92 feet to a 5/8-inch iron rod found for corner in the south line of that certain tract of land described in Warranty Deed to Blackmon Ranch, Ltd. recorded in Volume 4071, Page 698 of the Deed Records of Collin County, Texas;

THENCE, North 89 degrees, 19 minutes, 13 seconds East, along the said south line of Blackmon Ranch tract, a distance of 31.48 feet to a point for corner; said point being the southeast corner of said Blackmon Ranch tract; from said point a 5/8-inch iron rod found bears North 61 degrees, 34 minutes East, a distance of 0.2 feet;

THENCE, North 00 degrees, 51 minutes, 19 seconds West, along the east line of said Blackmon Ranch tract, a distance of 47.17 feet to a 5/8-inch iron rod found for corner at the south end of the west terminus of Collin McKinney Parkway (a variable width public right-of-way); said point being the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction along the southeast line of said Collin McKinney Parkway, the following two (2) calls:

Along said curve to the left, having a central angle of 11 degrees, 53 minutes, 58 seconds, a radius of 2,000.00 feet, a chord bearing and distance of North 70 degrees, 54 minutes, 10 seconds East, 414.62 feet, an arc distance of 415.37 feet to a point at the end of said curve;

North 64 degrees, 57 minutes, 11 seconds East, a distance of 1,367.72 feet to a point for corner at the intersection of the said southeast line of Collin McKinney Parkway and the said southwest line of Tina Drive;

THENCE, departing the said southeast line of Collin McKinney Parkway, in a southeasterly direction along the said southwest line of Tina Drive, the following ten (10) calls:

South 25 degrees, 02 minutes, 49 seconds East, a distance of 60.00 feet to a point for corner;

North 64 degrees, 57 minutes, 11 seconds East, a distance of 5.50 feet to a 5/8-inch iron rod found for corner;

South 70 degrees, 02 minutes, 49 seconds East, a distance of 21.21 feet to a point for corner;

South 25 degrees, 02 minutes, 49 seconds East, a distance of 184.99 feet to a point for corner;

South 24 degrees, 14 minutes, 31 seconds East, a distance of 99.02 feet to a 5/8-inch iron rod found for the beginning of a non-tangent curve to the right,

Along said curve to the right, having a central angle of 04 degrees, 47 minutes, 00 seconds, a radius of 720.00 feet, a chord bearing and distance of South 15 degrees, 00 minutes, 55 seconds East, 60.09 feet, an arc distance of 60.11 feet to a 5/8-inch iron rod found for corner at the end of said curve;

South 12 degrees, 37 minutes, 24 seconds East, a distance of 315.22 feet to a 5/8-inch iron rod found for corner for the beginning of a tangent curve to the left;

Along said curve to the left, having a central angle of 12 degrees, 25 minutes, 25 seconds, a radius of 780.00 feet, a chord bearing and distance of South 18 degrees, 50 minutes, 07 seconds East, 168.80 feet, an arc distance of 169.13 feet to a 5/8-inch iron rod found at the end of said curve;

South 25 degrees, 02 minutes, 49 seconds East, a distance of 170.19 feet to a 5/8-inch iron rod found for corner;

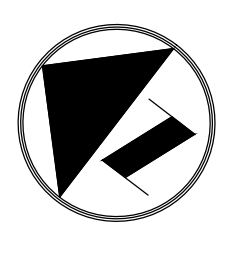
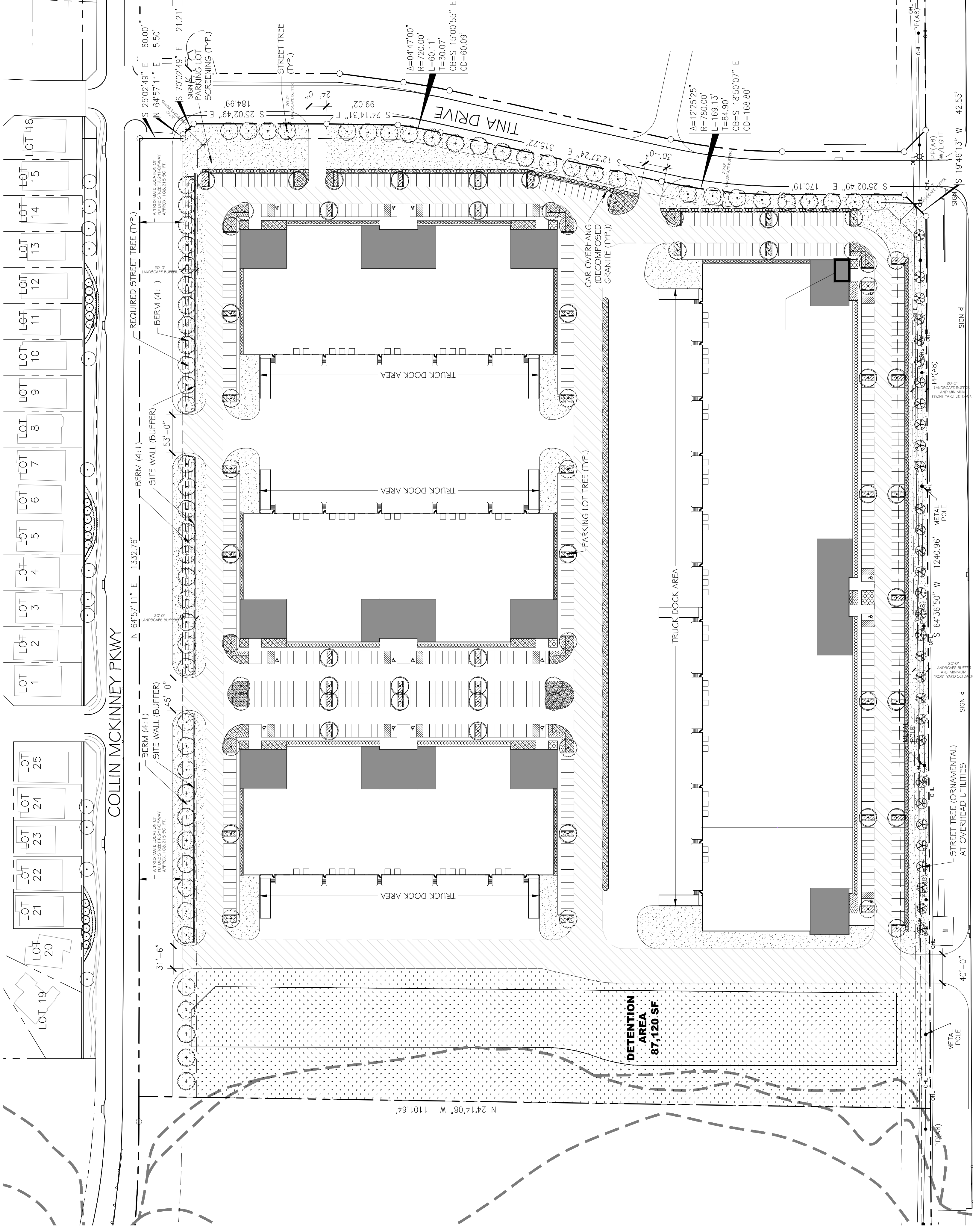
South 19 degrees, 46 minutes, 13 seconds West, a distance of 42.55 feet to the POINT OF BEGINNING;

CONTAINING: 45.590 acres or 1,985,910 square feet of land, more or less.

Exhibit B
(the “Specific Use Permit Plan”)

PLANT SCHEDULE

CANOPY TREES	COMMON NAME
	CADDO MAPLE
	SHUMARD RED OAK
	SOUTHERN LIVE OAK
	CEDAR ELM
ORNAMENTAL TREES	COMMON NAME
	WAX MYRTLE
	VITEX
SHRUBS	COMMON NAME
	DWARF BURFORD HOLLY
	COMPACT TEXAS RANGER
	DWARF SOUTHERN WAX MYRTLE
SHRUB AREAS	COMMON NAME
	ANNIE MARIE LANTANA
	NAVAJO PURPLE AUTUMN SAGE
	MEXICAN FEATHER GRASS
GROUND COVERS	COMMON NAME
	PURPLE WINTERCREEPER
	BIG BLUE LILYTURF
SOD/SEED	COMMON NAME
	BERMUDA GRASS
	BERMUDA GRASS
FIRE LANE	COMMON NAME
	FIRE LANE



1 SPECIFIC USE PERMIT EXHIBIT
1" = 80'-0"

Pacheco Koch
7557 RAMBLER ROAD, SUITE 1400
DALLAS, TX 75231 972.235.3031
TX REG. ENGINEERING FIRM F-14439
TX REG. SURVEYING FIRM LS-10193805

ROANOKE MANOR SUP EXHIBIT

SPECIFIC USE PERMIT EXHIBIT

ROANOKE MANOR
NWC TINA DRIVE & SH 121

CITY OF MCKINNEY, COLLIN COUNTY, TEXAS

DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	NO.
AMD	AMD	JULY 2020	AS SHOWN			--

Exhibit C
(the “Front Elevation”)



Concept Rendering

g s r | a n d r a d e
ARCHITECTS

26 February 2020

Exhibit D
(Restrictive Covenants)

DECLARATION OF PROTECTIVE COVENANTS

This Declaration of Protective Covenants (“Declaration”), is made as of this ___ day of _____, 2020 by _____, a Texas limited liability company (“Developer”), and is made with reference to the following facts:

- A. Developer is the owner of record of all of the Property (as defined below) subject to this Declaration.
- B. Developer desires to subject the Property to the covenants, conditions and restrictions set forth below, for the benefit of each portion of the Property and each present and future owner of the Property, during the term of this Declaration.
- C. Developer desires to ensure that if any Site (as hereinafter defined) is developed for an Office/Warehouse Building, as defined below, such Site will be developed in accordance with the standards set forth herein; and to prevent construction of Office/Warehouse Buildings which are inconsistent with the materials and designs described herein.

THEREFORE, Developer declares that the Property, and each Site is and will be held, transferred, sold, conveyed, leased and occupied subject to the covenants, conditions and restrictions set forth in this Declaration.

ARTICLE 1 Property Subject to Declaration

The real property (“Property”) that is and will be held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is located in the City of McKinney, Texas (“City”), County of Collin, State of Texas, and is legally described in Exhibit A, attached hereto and made a part hereof.

ARTICLE 2 Development Standards

This Declaration is for the benefit of the City and the present and future owners of each Site comprising the Property.

2.1 Site Development Standards. All site plans for Sites within the Property that are presented to the City and on which one or more Office/Warehouse Buildings are intended to be constructed, shall adhere to the space and development restrictions set forth in Section 146-114, Light Industrial district, and Appendix F of Section 146 of the City of McKinney Code of Ordinances, as may be amended from time to time, except as set forth below:

- (a) The maximum height for any portion of an Office/Warehouse Building lying within 75 feet of the southern right-of-way line of Collin-McKinney Parkway shall be 39 feet.
- (b) These Site Development Standards shall not apply to any structure which does not meet the definition of an Office/Warehouse Building.

2.2 Office/Warehouse Building Standards. All Office/Warehouse Buildings will be designed, constructed, enlarged, altered and maintained in compliance with the following standards:

- (a) Each building façade (exclusive of doors and windows) facing a public right-of-way shall be finished with brick, stone, synthetic stone, stucco, or architecturally finished concrete tilt-wall (Tilt wall panel featuring 2-color scheme of a painted finish with architectural reveals).
- (b) Any building façade not facing a public right-of-way may be finished with metal or any other building material which is allowed by the International Building Code.

ARTICLE 3
Definitions

The following terms have the following meanings in this Declaration:

- 3.1 **“Declaration”** means this Declaration of Protective Covenants, as amended from time to time.
- 3.2 **“Owner”** means the holder of any legal or beneficial interest in or to any Site. If more than one Person is holder of any legal or beneficial interest in or to a Site, then all such Persons will be referred to collectively as the "Owner" of a Site.
- 3.3 **“Person”** means any natural individual, corporation, partnership, trustee, or any other legal entity capable of holding title to real property.
- 3.4 **“Property”** means the real property described in Article I of this Declaration, and legally described on Exhibit A, attached hereto and incorporated herein.
- 3.5 **“Site”** means a contiguous area of land within the Property which is owned by the same Owner and is used for the construction of one or more Office/Warehouse Buildings.
- 3.6 **“Office/Warehouse Building”** means any structure, the interior of which has a clear height of no less than 24 feet, and is designed to have dock-high loading and unloading.
- 3.7 **“City”** means the City of McKinney, Texas.

ARTICLE 4
General Provisions

- 4.1 **Responsibilities of Owner or Occupant.** The Owner and any other user of each Site will each severally have the duty, at its or their sole expense, to comply in all material respects with all of the terms of this Declaration.
- 4.2 **Enforcement.** The City may enforce the terms of this Declaration against any Owner. No previous Owner shall have any liability hereunder to any subsequent Owner with respect to any violations of the terms of this Declaration.
- 4.3 **Protective Covenants Run With Land.** The Protective Covenants created by this Declaration will attach to and run with the Property and will be binding on every Owner which may hereafter come into ownership, occupancy or possession of any portion of the Property. By the registration or acceptance of the conveyance of a Site or any interest or right therein (including fee or leasehold), the Person to which

such interest is conveyed will be deemed to accept and agree to be bound by the provisions of this Declaration, whether or not any reference to this Declaration is contained in the instrument by which such Person acquired such interest or right. The rights, liabilities and obligations set forth herein are direct, mutual and reciprocal among all Owners and their successors and assigns, will attach to and run with the ownership of a Site and may not be severed or alienated from such ownership.

4.4 Amendments/Non-Application. This Declaration may be amended by the agreement of all Owners and the City. Any amendment will become effective upon recording in the Official Records. In the event the zoning classification for the Property is modified in the future to no longer permit the use of the Property for Office/Warehouse Buildings, these Protective Covenants shall become null and void and of no further force or effect; and the City, upon request of the Owner, will enter into a recordable document removing these Protective Covenants from the Property.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed as of the day and year first written above.

Developer

_____, a Texas limited liability company

By: _____
Name: _____
Its: _____

Acknowledgement

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, a notary public in and for said County, in the State of aforesaid, DO HEREBY CERTIFY THAT _____ is personally known to me to be the _____ of _____, a Texas limited liability company; that the aforementioned person is personally known to me to be the same person whose name is subscribed to the foregoing instrument and appeared before me this day in person and severally acknowledged that as such _____ he/she signed and delivered this Declaration on behalf of _____, as his/her free and voluntary act, and as the authorized and free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given, under my hand and notarial seal this ___ day of _____, 2020.

NOTARY PUBLIC

My Commission Expires:

[SEAL]

EXHIBIT A

Legal Description of Property