

**CITY OF MIDLAND, TEXAS
AGENDA FOR PLANNING AND ZONING COMMISSION
MEETING
August 3, 2026 - 3:30 PM
300 North Loraine
Midland, Texas
Council Chamber - City Hall**



Notice is hereby given that a public meeting will be held by the Planning and Zoning Commission of the City of Midland, in the Council Chamber, City Hall, 300 N. Loraine, Midland, Texas, at or following the time specified, to consider the following:

OPENING ITEMS

1. Pledge of Allegiance

PUBLIC COMMENT

Receive comments from members of the public who desire to address the Planning and Zoning Commission regarding items on the present agenda for which public hearings will not be held. (Please limit comments to three minutes or less.)

CONSENT AGENDA

2. - Motion approving the July 20, 2026, P&Z meeting minutes. **(DEVELOPMENT SERVICES) ()**
3. - Motion approving a Final Plat of Garden Twenty Addition, Section 6, being a replat of Lot 6, Block 1, Garden Twenty Addition, Section 5, City and County of Midland, Texas. (Generally located on the south side of East Interstate Highway 20, approximately 425 feet east of South Fairgrounds Road.) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
4. - Motion approving a Final Plat of Crossroads Addition, Section 4, being a plat of a 24.53-acre tract of land out of Section 32, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located at the northeast corner of the intersection of West County Road 74 and North County Road 1280). **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
5. - Motion to review and consider the Declaration of Restrictive Covenants for the proposed Solomon Estates subdivision, being replat of Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas. (Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane.) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
6. - Motion approving a Final Plat of Solomon Estates, Section 3, being a replat of Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas (Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
7. - Motion approving a Final Plat of Bankhead Addition, Section 14, being a plat of a 0.95-acre tract of land out of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of Bankhead Highway, approximately 345 feet south of West Front Street.) **(DISTRICT: 2)**

(DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

8. - Motion approving a Final Plat of South Park Addition, Section 9, being a replat of Lot 1, Block 4, South Park Addition, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of East Dakota Avenue and South Atlanta Street) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

PUBLIC HEARINGS

The Planning and Zoning Commission will hold public hearings on the following items:

9. - Hold a public hearing and consider a request by Maverick Engineering for a zone change from MF-16, Multiple-Family Dwelling District to PD, Planned Development District for Housing Development on a 20.15- acre tract of land out of Section 38, Block 40, T-1-S, T&P RR Co Survey, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of Arlington Road and Deauville Boulevard) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
10. - Hold a public hearing and consider a request for a Preliminary Plat of Western Mesa, Section 2 being a replat of Lots 2 and 3, Block 10, Western Mesa, City and County of Midland, Texas (Generally located on the west side of North L Street, approximately 25 feet south of Ventura Avenue) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
11. - Hold a public hearing and consider a request by Duryn Henington, on behalf of Josh Jones, from AE, Agricultural Estate District to SF-1, Single-Family Dwelling District, on Tract 16 and the East 95 feet of Tract 17, North Estates, Section 1 City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of Solomon Lane and Acorn Lane.) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
12. - Hold a public hearing and consider a request for a Preliminary Plat of Grassland Estates West, Section 16, being a replat of Lot 1 and 2, Block 22, Grasslands Estates West Section 12, City and County of Midland, Texas. (Generally located at the northwest corner of the intersection of Lakewood Drive and Pearwood Drive.) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

MISCELLANEOUS

13. - Motion approving, with staff's recommended conditions, a Preliminary Plat of Morningside Addition, Section 13, being a replat of a 1.173-acre tract of land out of Block 27, Morningside Addition, City and County of Midland, Texas. (Generally located at the northeast corner of the intersection of West Scharbauer Drive and North Main Street. **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
14. - Motion approving, with staff's recommended conditions, a Preliminary Plat of Crestgate Addition, Section 55, being a replat of Lot 5A, Block 25, Crestgate Addition, Section 35, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of Caldera Boulevard and North Midkiff Road.) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**
15. - Motion approving, with staff's recommended conditions, a Preliminary Plat of Southern Addition, Section 37, being a replat of Lots 1 through 6, Block 129, Southern Addition, City and County of Midland, Texas. (Generally located at the southwest

corner of the intersection of East Kentucky Avenue and South Marshall Street.)
(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Landon J. Ochoa
Planning Division Manager
Department of Development Services

MEETING ASSISTANCE INFORMATION: The City of Midland Planning and Zoning Commission meetings are available to all persons regardless of disability. If you require special assistance, please contact the Planning Division at 432-685-7400 or write to us at P.O. Box 1152, Midland, Texas 79702, at least 48 hours in advance of the meeting.

**CITY OF MIDLAND, TEXAS
MINUTES FOR PLANNING AND ZONING COMMISSION
MEETING
July 20, 2026 - 3:30 PM**



The Planning and Zoning Commission convened in a meeting in the Council Chamber, City Hall, Midland, Texas at 3:30 p.m., July 20, 2026.

Members present: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

Members absent: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

Staff members present: Angelina Bettanini, Madelim Jaquez, Beatriz Quezada, Landon Ochoa, Par Sung

OPENING ITEMS

1. Pledge of Allegiance

PUBLIC COMMENT

Receive comments from members of the public who desire to address the Planning and Zoning Commission regarding items on the present agenda for which public hearings will not be held. (Please limit comments to three minutes or less.)

CONSENT AGENDA

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

2. - Motion approving July 6, 2026, P&Z meeting minutes. **(DEVELOPMENT SERVICES) ()**

PUBLIC HEARINGS

The Planning and Zoning Commission will hold public hearings on the following items:

3. - Hold a public hearing and consider a request by Clifford Mitchell for a Specific Use Designation Without Term for an Accessory Dwelling Unit on the east 40 feet of Lot 9 and all of Lot 10, Block 7, North Park Hill Addition, City and County of Midland, Texas. (Generally located on the north side of West Kansas Avenue, approximately 215 feet east of North F Street.) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning Division Manager Landon Ochoa presented this item.

The public hearing opened at 3:35 p.m.

There was no one wishing to speak on this item.

The public hearing closed at 3:35 p.m.

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

4. - Hold a public hearing and consider a request by Amy Coleman for a Specific Use Designation Without Term for an Accessory Dwelling Unit on the south 80 feet of Lot 19 and all of Lot 20, Block 125, Willshire Park Addition, City and County of Midland, Texas. (Generally located on the northwest corner of the intersection of North Eisenhower Drive and Edgewood Drive.) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planner Angelina Bettanini presented this item.

The public hearing opened at 3:37 p.m.

There was no one wishing to speak on this item.

The public hearing closed at 3:38 p.m.

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

5. - Hold a public hearing and consider a request by Katelyn Williams for a Specific Use Designation without Term for an Accessory Dwelling Unit on the west half of Lot 2 and all of Lot 3, Block 9, High School Addition, City and County of Midland, Texas. (Generally located on the south side of West Michigan Avenue, approximately 90 feet west of North B Street.) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planner Beatriz Quezada presented this item.

The public hearing opened at 3:40 p.m.

There was no one wishing to speak on this item.

The public hearing closed at 3:42 p.m.

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

6. - Hold a public hearing and consider a Preliminary Plat of Southern Addition, Section 39, being a replat of Lots 13 through 18, and the south half of previously vacated 20' alley (Ordinance 9535), Block 143, Southern Addition, City and County of Midland, Texas. (Generally located at the northeast corner of the intersection of South Fort Worth Street and East Pennsylvania Avenue.) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planning Division Manager Landon Ochoa presented this item.

The public hearing opened at 3:44 p.m.

There was no one wishing to speak on this item.

The public hearing closed at 3:46 p.m.

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

7. - Hold a public hearing and consider a Final Plat of Country Sky Addition, Section 31 being a replat of Lots 29 and 30, Block 3, Country Sky Addition, Section 28, City and County of Midland, Texas. (Generally located on the west side of the intersection of Desert Wind and Wind Chase) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Withdrawn by Applicant

8. - Hold a public hearing and consider a Preliminary Plat of Haley Heights, Section 9 being a replat of the south 50 feet of Lot 1, Block 11, Haley Heights, City and County of Midland, Texas (Generally located on the west side of Pratt Street, approximately 100 feet south of Collins Avenue) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Planner Madelim Jaquez presented this item.

The public hearing opened at 3:48 p.m.

There was no one wishing to speak on this item.

The public hearing closed at 3:48 p.m.

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

MISCELLANEOUS

9. - Motion approving, with staff's recommended conditions, a Preliminary Plat of Andrews Park, Section 9, being a replat of Lot 5 and the south 68 feet of Lot 6, Block 1, Andrews Park, Section 3, City and County of Midland, Texas (Generally located on the east side of North Midland Drive, approximately 230 feet north of Andrews Highway.) **(DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

10. - Motion approving, with staff's recommended conditions, a Preliminary Plat of Sunset Estates Addition, Section 4, being a 5.01-acre tract of land out of Section 2, Block 38, T-2-S, T&P RR Co. Survey, County of Midland, Texas. (Generally located on the south side of Farm to Market Road 307, approximately 1,925 feet east of South County Road 1130.) **(EXTRATERRITORIAL JURISDICTION) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

11. - Hold a public hearing a Preliminary Plat of Southern Addition, Section 37, being a replat of Lots 1 through 6, Block 129, Southern Addition, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of East Kentucky Avenue and South Marshall Street) **(DISTRICT: 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Withdrawn by Applicant

12. - Motion approving, with staff's recommended conditions, a Preliminary Plat of Westridge Park Addition, Section 62, being a plat of a 0.865-acre tract of land out of Section 48, Block 40, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the south side of Thomason Drive, approximately 270 feet east of Tradewinds Boulevard.) **(DISTRICT: 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega

13. - Motion approving, with staff's recommended conditions, a Preliminary Plat of North Estates, Section 6, being a replat of Tract 16 and the East 95 feet of Tract 17, North Estates, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of Solomon Lane and Acorn Lane.) **(DISTRICT: 1) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Motion passed with the following vote:

AYE: Dara Richardson, Brandon Ofield, J. Brian Martin, BreAnna LaFoy

NAY:

ABSTAIN:

ABSENT: Aaron Hunter, Joshua Sparks, Brennan Berry, Joshua Garza, Lucy Sisniega



Landon J. Ochoa
Planning Division Manager
Department of Development Services

7/28/26

Date

Joshua Sparks, Chair

Date



Planning and Zoning Commission Meeting

Item Number: 3.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Beatriz Quezada, Planner
Subject: Motion approving a Final Plat of Garden Twenty Addition, Section 6, being a replat of Lot 6, Block 1, Garden Twenty Addition, Section 5, City and County of Midland, Texas. (Generally located on the south side of East Interstate Highway 20, approximately 425 feet east of South Fairgrounds Road.)

Purpose:

Newton Engineering, on behalf of Forrest Hermanos LLC, is requesting to replat the property located at 2300 East Interstate 20, into two lots for a commercial development.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

The Preliminary Plat was approved by the Zoning and Planning Commission on April 6, 2026.

Final Plat Requirements:

The official signed Mylar copy of the final plat, the original tax certificates from both Midland County and the Midland Central Appraisal District and a title opinion have been received. All other conditions for final plat approval have been satisfied.

The final plat attached hereto has been circulated to all City departments for review.

Below are the departments' comments.

Engineering: (Approved)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Refer to Transportation's Comment's. [For Applicant's Information Only.]

PAVING: E I-20 Frontage road is TxDOT facility, built and maintained by TxDOT, no improvements required excluding driveways and curb cuts. [For Applicant's Information Only.]

WATER: 12" water exists in 24' Easement along I-20 N of tract, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.] PRO RATA: None. [For Applicant's Information Only.]

SEWER: 36" sewer exists in alley S of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Show compliance with Garden Twenty Addition, Section 5 Drainage Study, prepared by Newton Engineering and approved by City on 02/20/2024. [Reference City Code Sect. 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

Transportation: (Approved with Conditions)

Driveway permitting within city limits on I-20, LP 250, SH 191, and FM 1788 is under the jurisdiction of TxDOT. A copy of an approved TxDOT driveway permit must be provided to the City with the building permit application before a City building permit can be issued.

Fire: (Approved)

The Fire Department has reviewed the final plat and has no objection to approval. This approval is limited to platting only and does not constitute approval of fire code compliance or guarantee of adequate fire protection infrastructure. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903). Compliance will be verified during the civil plan review and building permit submittal.

Oil and Gas: (Approved)

No Oil & Gas issues.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City

of Midland and date of permit application.

GIS: (Approved)

No comment.

Addressing Review: (Approved)

No comments.

Planning: (Approved)

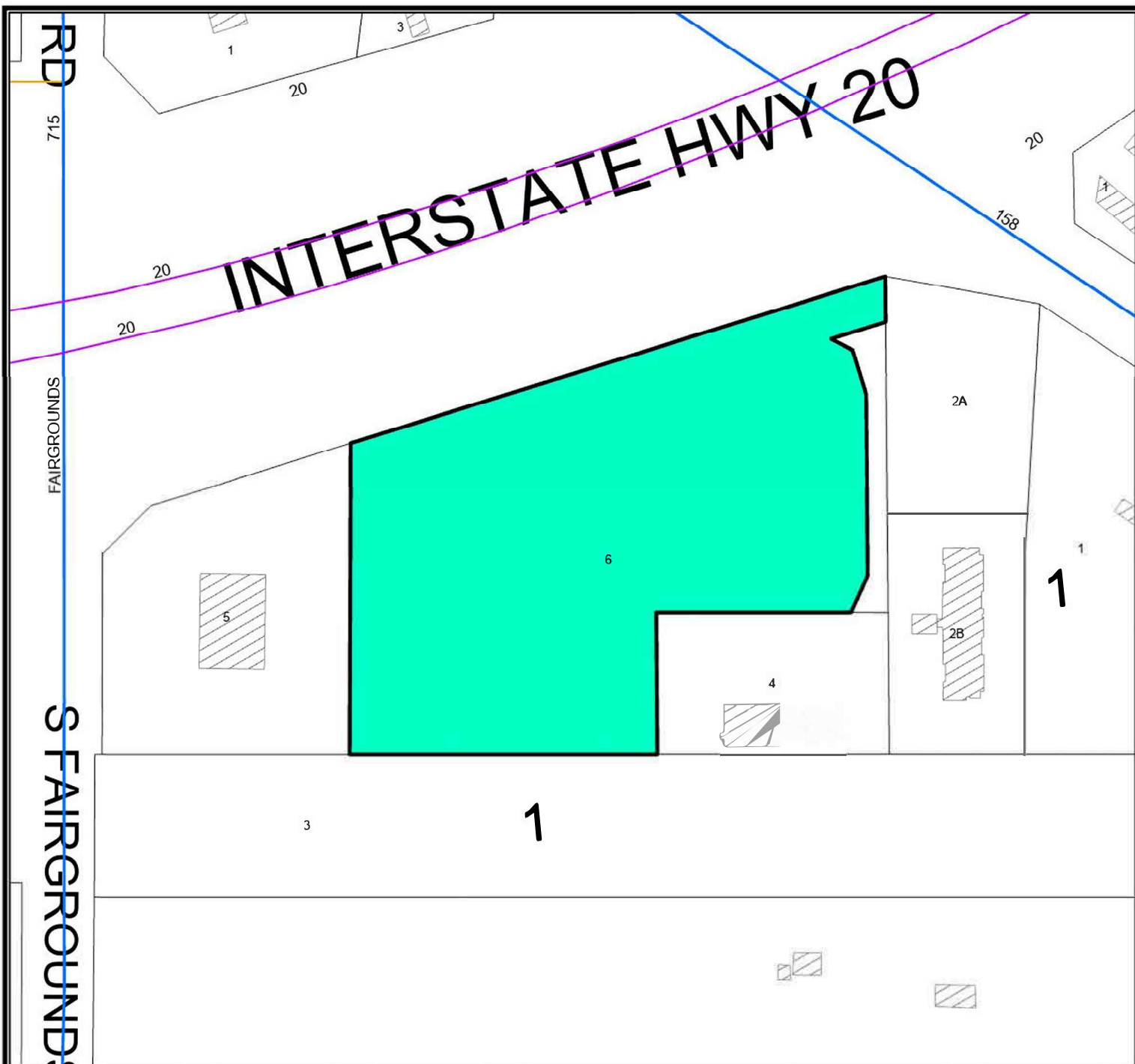
Staff recommends approval of the Final Plat of Garden Twenty Addition, Section 6.

Attachments:

- A. P-26-2591, Combined Files
- B. P&Z - - Garden Twenty Addition, Section 6

Beatriz Quezada, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/27/2026
Final Approval - 7/30/2026



Location Map

SUB-26-0952

Scale: 1" = 1,202'

Proposed plat of Garden Twenty Addition, Section 6, being a replat of Lot 6, Block 1, Garden Twenty Addition, Section 5, City and County of Midland, Texas.

Generally located on the south side of East Interstate Highway 20, approximately 425 feet east of South Fairgrounds Road. (Council District 2)

LEGEND

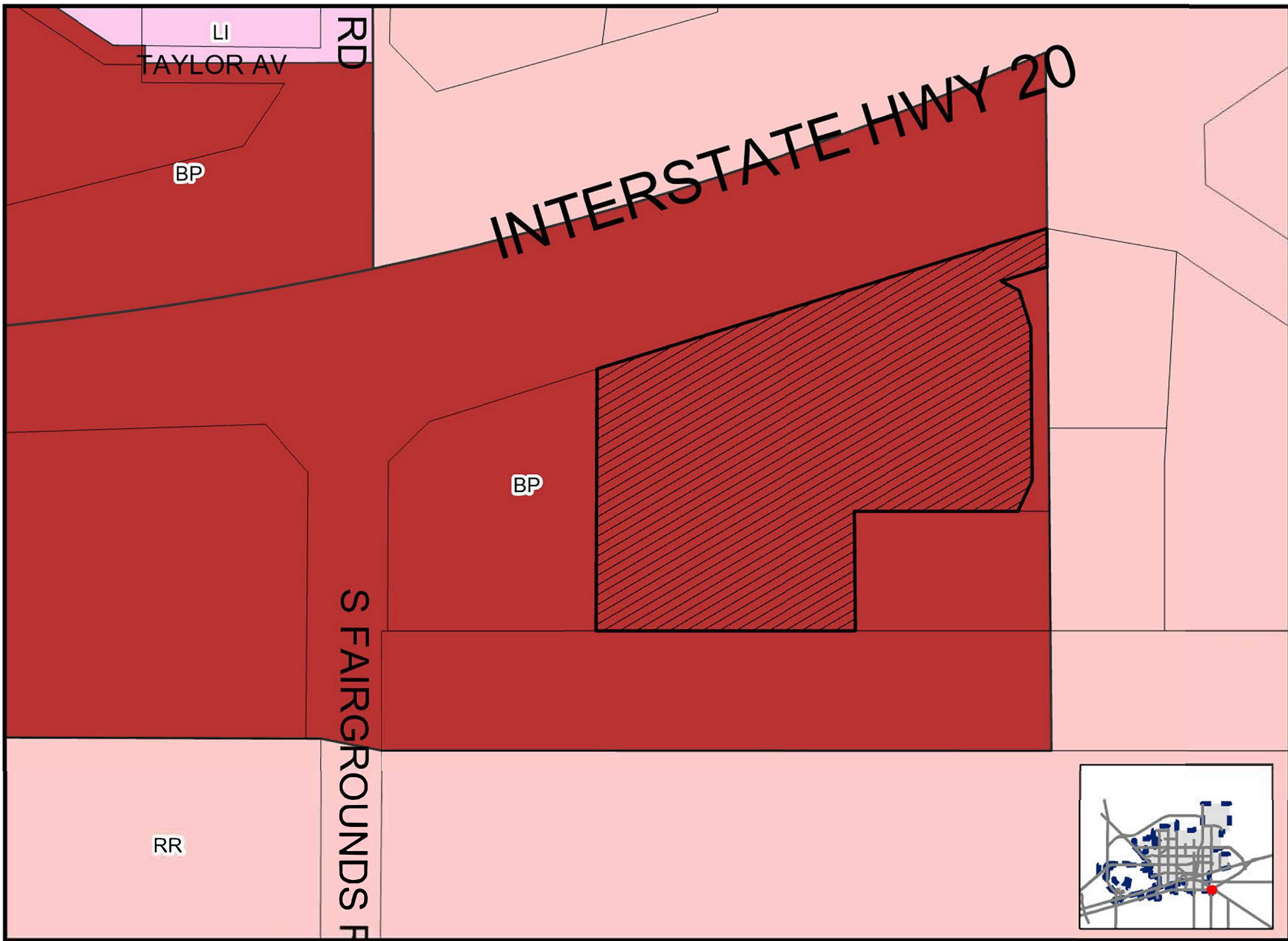
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

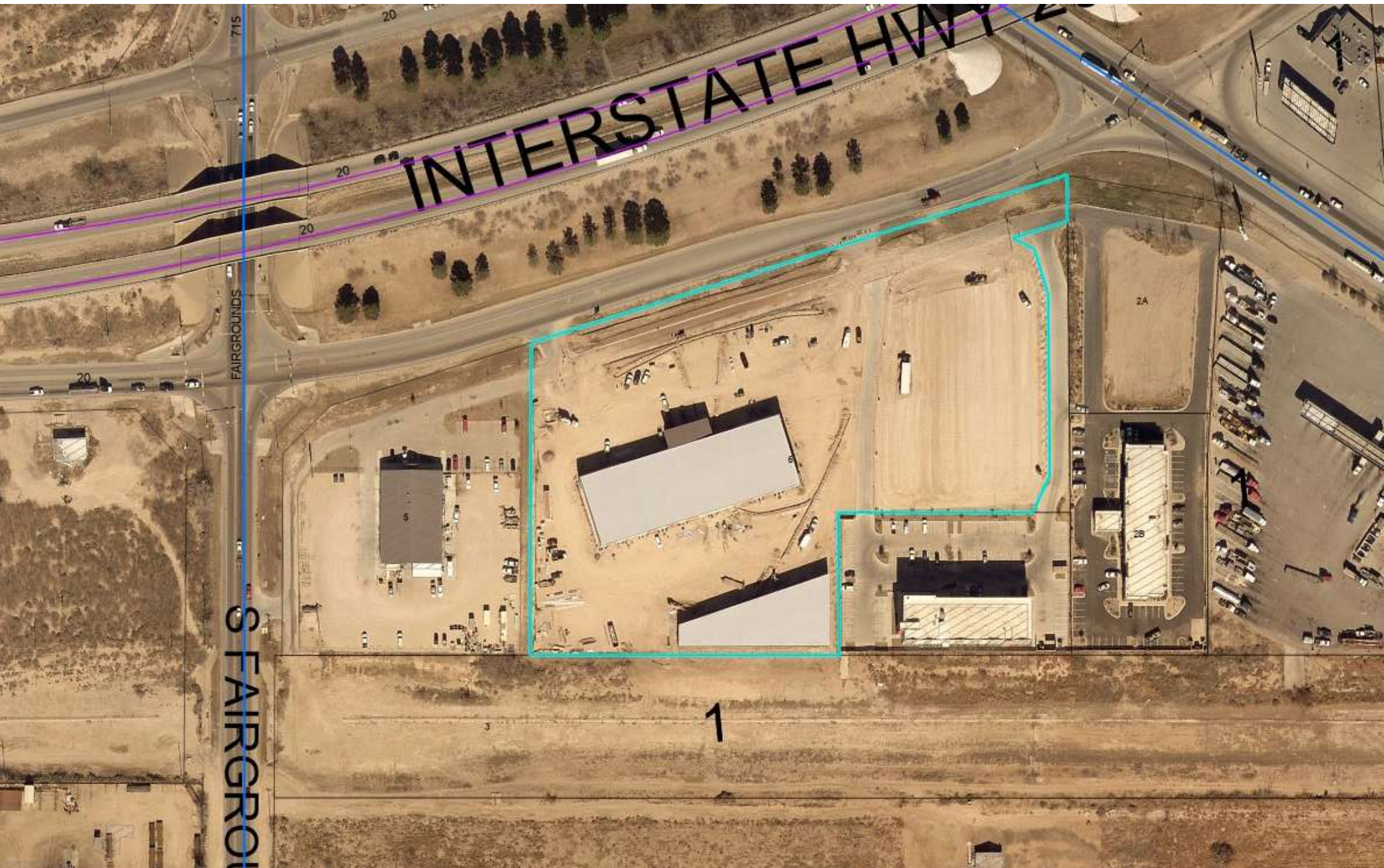


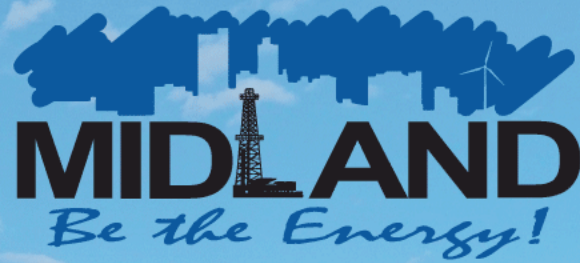
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THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.







FINAL PLAT GARDEN TWENTY ADDITION, SECTION 6

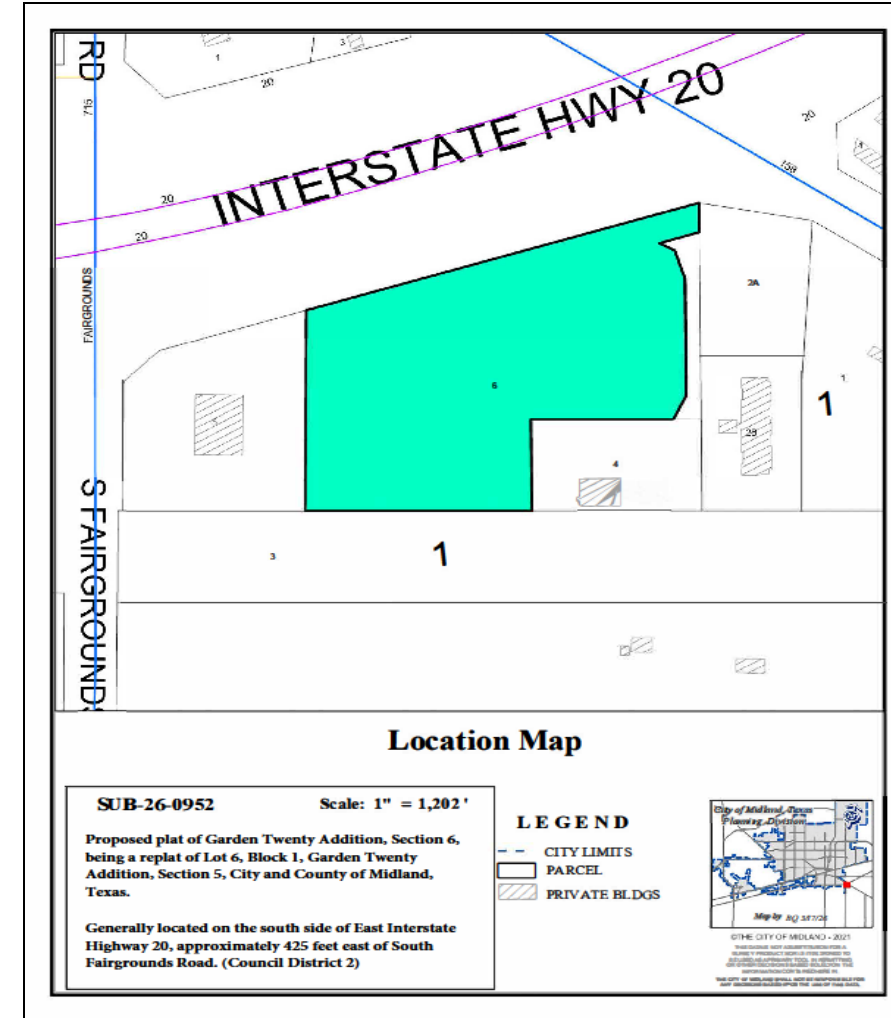


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APPLICATION SUMMARY

- **Property Owner:** Forrest Hermanos, LLC
- **Representative:** Kyle Newton, with Newton Engineering
- **Location:** 2300 East Interstate 20 (Council District 2)
- **Reason for Request:** For future commercial development



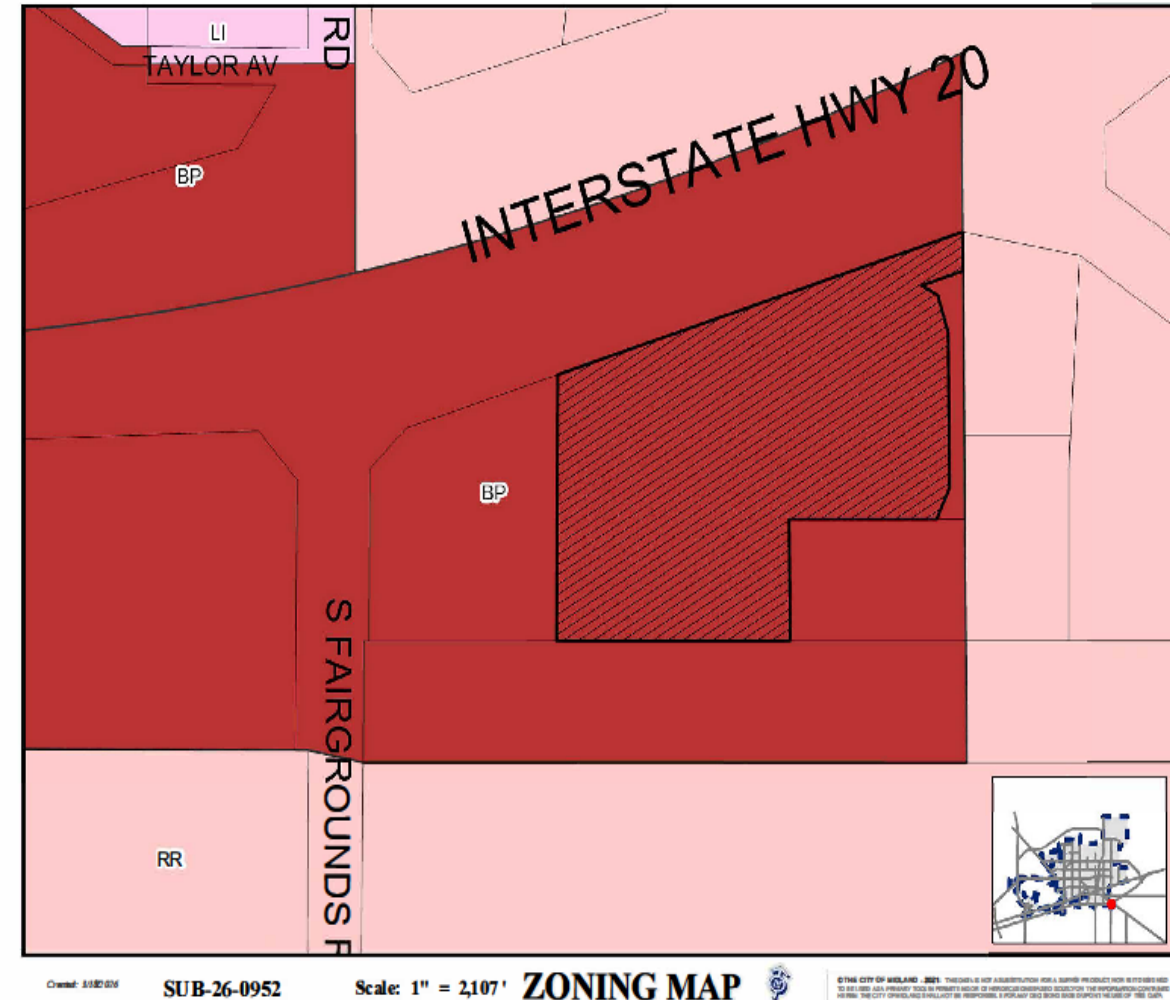
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ZONING

- **Current Zoning:** BP, I-20
Business Park District
- Surrounding Zoning:**
 - **North/West/South:** BP, I-20
Business Park District
 - **East:** RR, Regional Retail
District



Created: 11/18/2016

SUB-26-0952

Scale: 1" = 2,107'

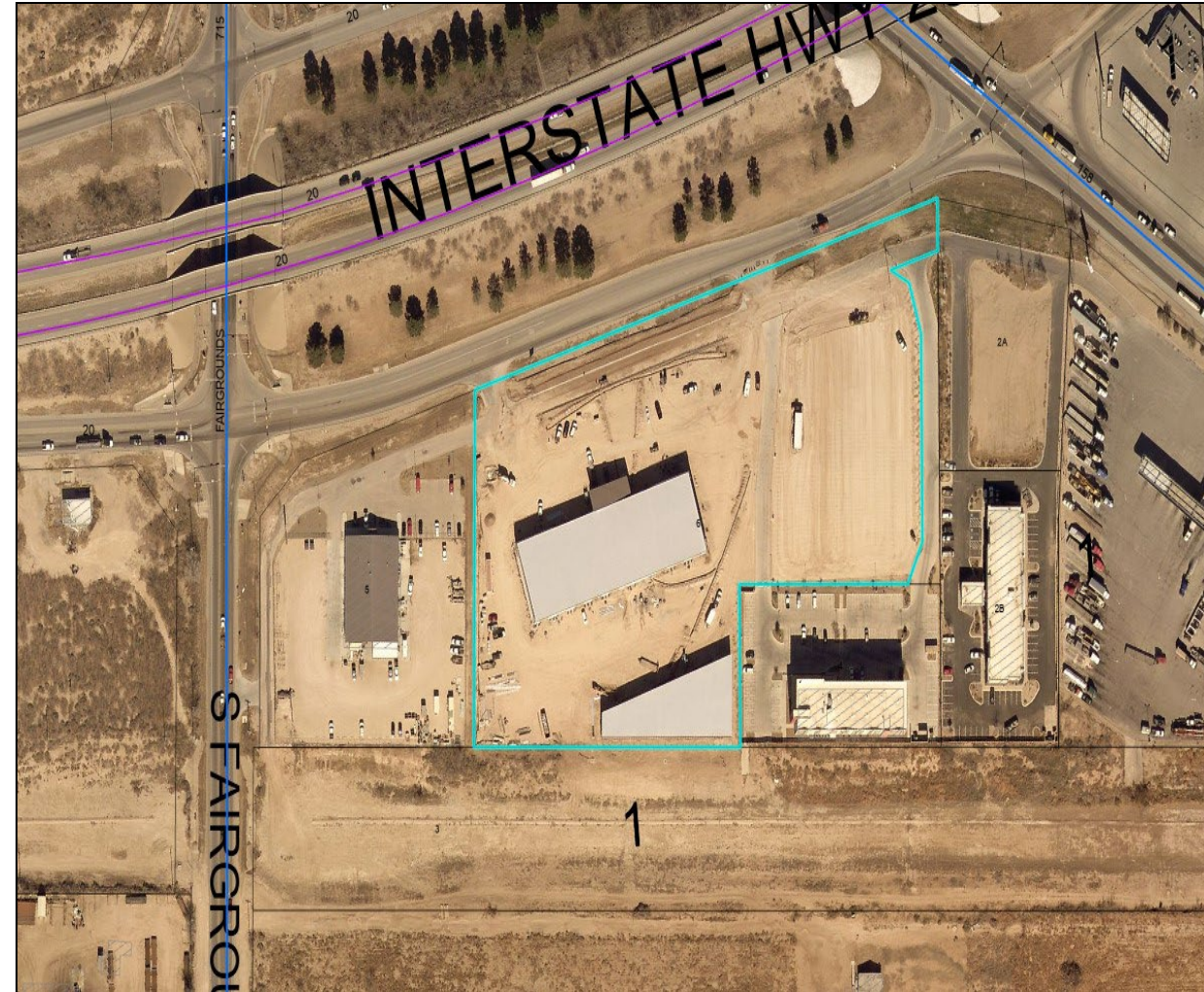
ZONING MAP



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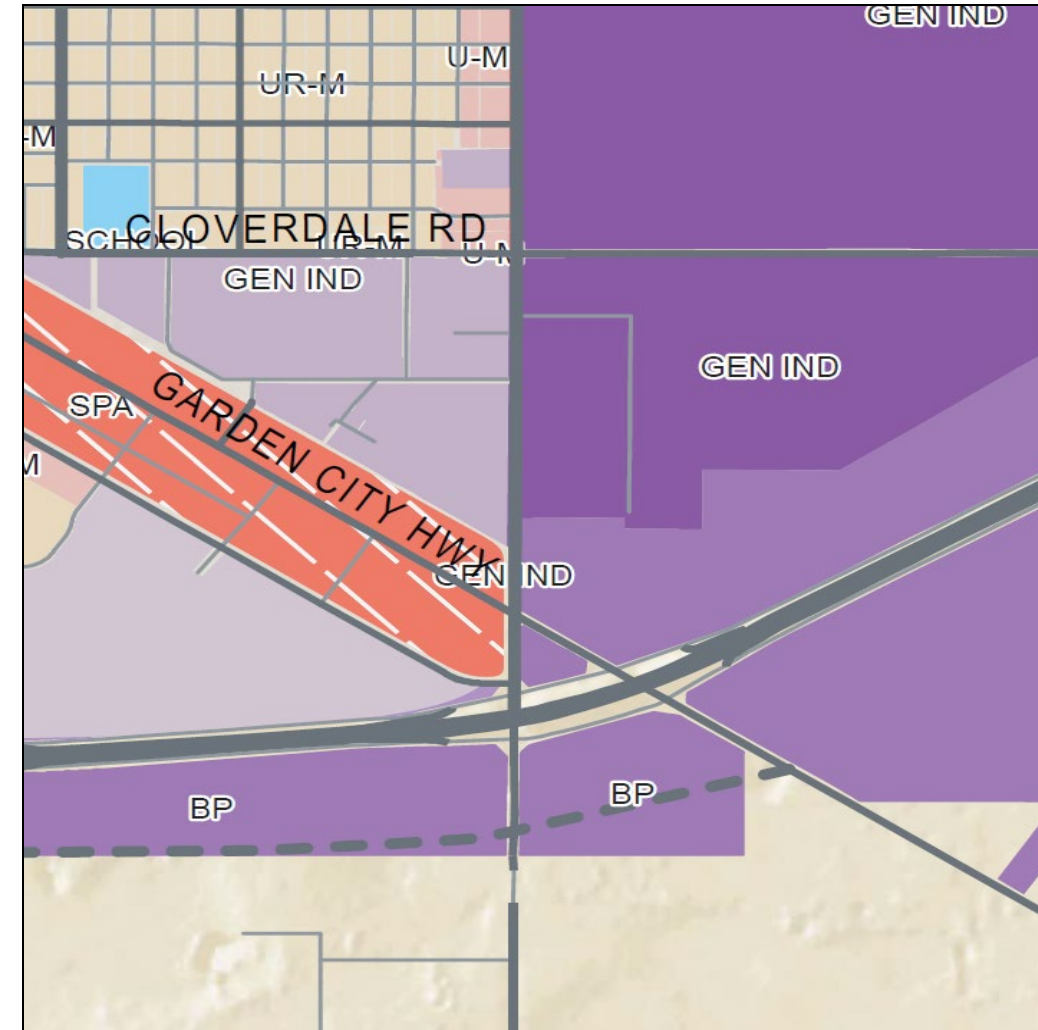
LAND USE

- **Current Use:** Automobile Service Garage
- **Surrounding Uses:**
 - **North:** Interstate 20
 - **South:** Vacant Land
 - **East:** Hotel
 - **West:** Testing Lab



COMPREHENSIVE PLAN

- **Land Use Designation:** Business Park I-20, (BP)
Supported Uses: Industrial and business development with large scale visitor services.



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved the preliminary plat on April 6, 2026.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.





Planning and Zoning Commission Meeting

Item Number: 4.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Beatriz Quezada, Planner
Subject: Motion approving a Final Plat of Crossroads Addition, Section 4, being a plat of a 24.53-acre tract of land out of Section 32, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas. (Generally located at the northeast corner of the intersection of West County Road 74 and North County Road 1280).

Purpose:

Maverick Engineering, on behalf of Jake Rowe with Resource Enterprises Inc, are requesting to plat a 24.53-acre tract of land into eight lots to obtain addresses for a new industrial development.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

The preliminary plat was approved by the Planning and Zoning Commission on May 18, 2026.

Final Plat Requirements:

The official signed Mylar copy of the final plat, the original tax certificates from both Midland County and the Midland Central Appraisal District and a title opinion have been received. All other conditions for final plat approval have been satisfied.

The final plat attached hereto has been circulated to all City departments for review.

Below are the departments' comments.

Engineering: (Approved)

IMPACT FEES: There are no impact fees associated with this plat. Plat outside designated

service areas. [For Applicant's Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant's Information Only.]

PAVING: No frontage along Public ROW. [For Applicant's Information Only.]

WATER: No frontage along Public ROW. GAC is in filled out in accordance with state requirements. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: No frontage along Public ROW. [For Applicant's Information Only.]

DRAINAGE: Drainage letter has been approved for platting purposes.[For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION:

* * * OTHER: * * *

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

Fire: (Approved)

The Fire Department has reviewed the final plat and has no objection to approval. This approval is limited to platting only and does not constitute approval of fire code compliance or guarantee of adequate fire protection infrastructure. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903). Compliance will be verified during the civil plan review and building permit submittal.

Oil and Gas: (Approved)

No comment.

Building Code: (Approved)

ETJ, no jurisdiction

GIS: (Approved)

No comment

Addressing Review: (Approved)

County - To be Addressed by MECD

Health Dept: (Approved)

Yes, the health department will review applications from the 8 proposed lots of Crossroads Addition, Section 4, PLAT OF A 24.5 ACRE TRACT OF SECTION 32, BLOCK 40, T-1-S, T. & P. RR. CO. SURVEY lot 11 is 4 acre, lots 8,9,10,12,13,14 are 2 acre, lot 15 is 3 acre, property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur to ensure the proposed plans on the application for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

Midland County: (Approved)

No comments

Planning: (Approved)

Staff recommends approval of the Final Plat of Crossroads Addition, Section 4.

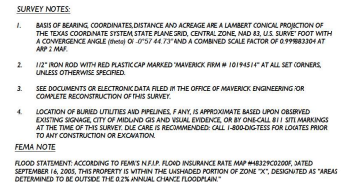
Attachments:

- A. P-26-26-2596, Combined Files
- B. P&Z - - Crossroads Addition, Section 4 Final Plat ETJ

Beatriz Quezada, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/27/2026
Final Approval - 7/30/2026

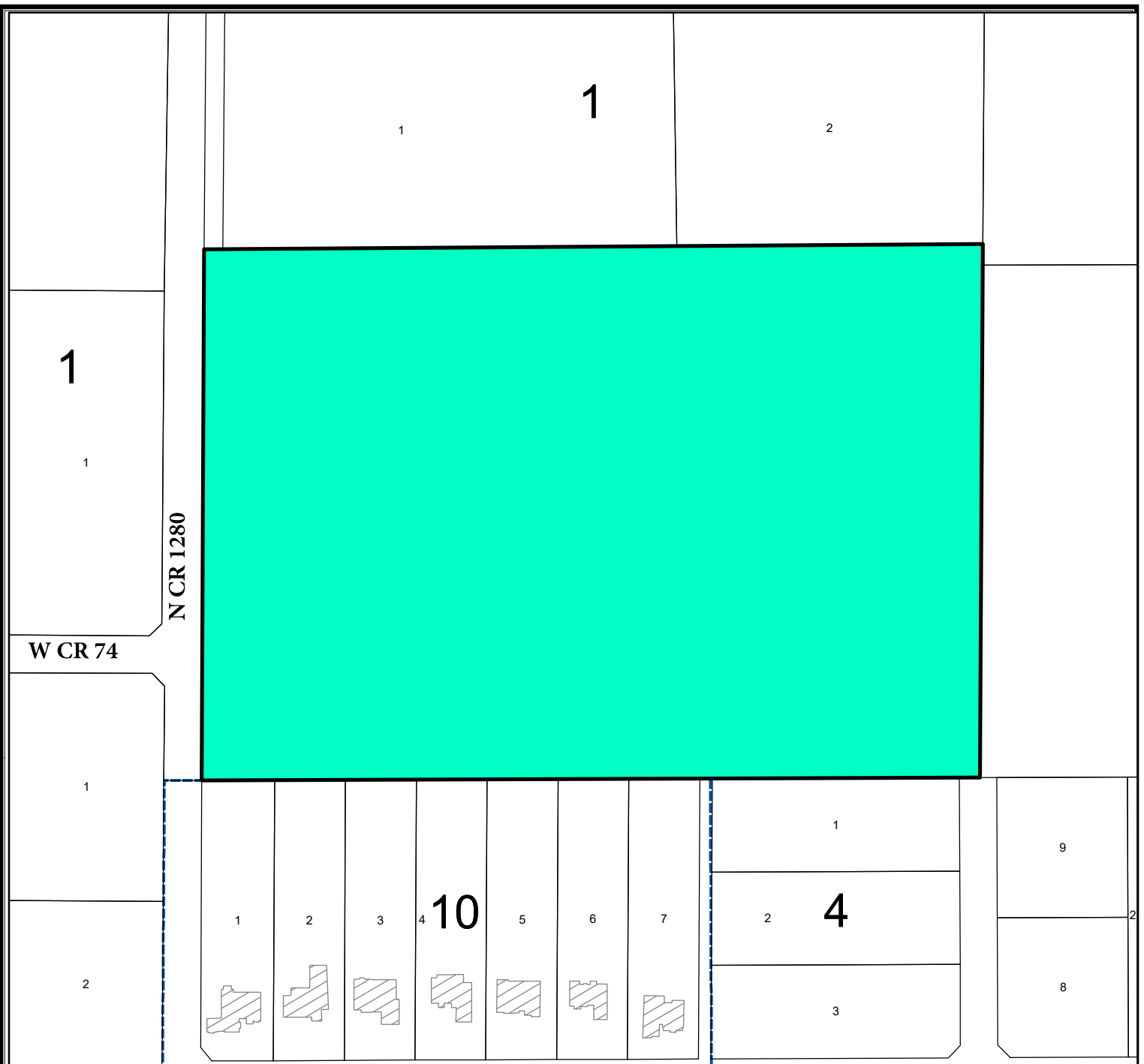
A 24.53 ACRE TRACT OF LAND SITUATED IN SECTION 32, BLOCK 40,
TOWNSHIP 1 SOUTH TEXAS, TEXAS AND PACIFIC RAILWAY COMPANY
SURVEY MIDLAND COUNTY, TEXAS



2. SELLING A PORTION OF THIS ADDITION BY FIVES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BONDING PERMITS.
3. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
4. THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AT SUCH TIME AS:
 - (1) THE REPRESENTED LOTS ARE REPARATED FOR SUBDIVISION INTO MORE THAN ONE LOT OR;
 - (2) THE PROPERTY REZONED FOR A MORE INTENSIVE USE.
5. NO OCCUPANCIES OR COMMERCIAL BUILDINGS ARE ALLOWED WITHIN THE 135' WIDE RADII.
6. MIDLAND COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES, AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVEWAYS, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS, AND OPEN SPACES, AND SHALL OWNERS AGREE TO INDEMNIFY AND SAVE HARMLESS MIDLAND COUNTY FROM ALL CLAIMS, DAMAGES, AND LOSSES ARISING OUT OF OR RESULTING FROM THE USE OF THE PROPERTY OF THE CITY OF MIDLAND AS A TRAIL-HEAD.

FIELD NOTE DESCRIPTION OF A 24.53 ACRE TRACT OF LAND, SITUATED IN SECTION 32, BLOCK 49, TOWNSHIP 1 SOUTH, TEXAS AND PACIFIC RAILWAY COMPANY SURVEY, MIDLAND COUNTY, TEXAS AND BEING A PORTION OF A CALLED 33.59 ACRE TRACT AS DESCRIBED IN DOCUMENT NUMBER 2018-36283, RECORDED IN THE OFFICIAL PUBLIC RECORDS (OPR) OF SAID MIDLAND COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Page 27 of 167



Location Map

SUB-26-0971

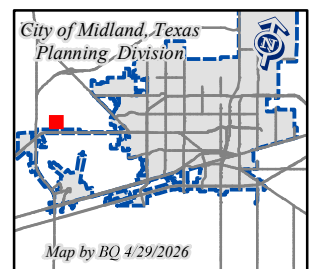
Scale: 1" = 1,500'

Proposed plat of Crossroads Addition, Section 4, being a plat of a 24.53-acre tract of land out of Section 32, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas.

Generally located at the northeast corner of the intersection of West County Road 74 and North County Road 1280. (Extraterritorial Jurisdiction)

LEGEND

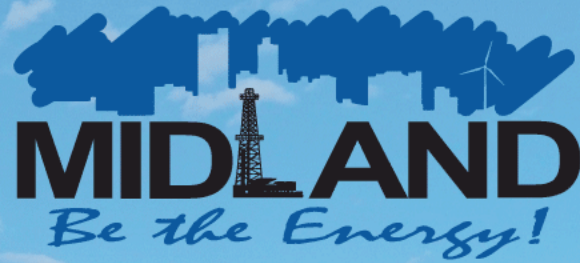
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.





FINAL PLAT CROSSROADS ADDITION, SECTION 4

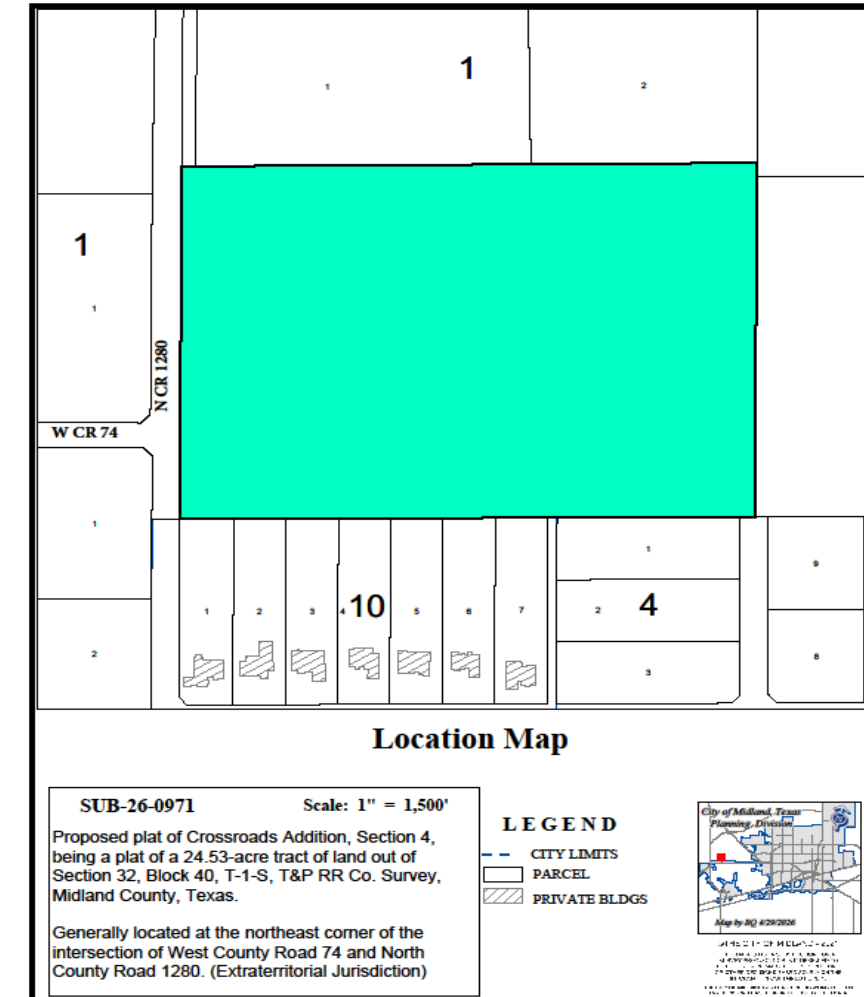


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APPLICATION SUMMARY

- **Property Owner:** Resource Enterprises Inc
- **Representative:** Ashlee Devinee, with Maverick Engineering
- **Location:** Generally located at the northeast corner of the intersection of West County Road 74 and North County Road 1280. (Extraterritorial Jurisdiction)
- **Reason for Request:** To obtain individual addresses for industrial development



3

- [illegible]

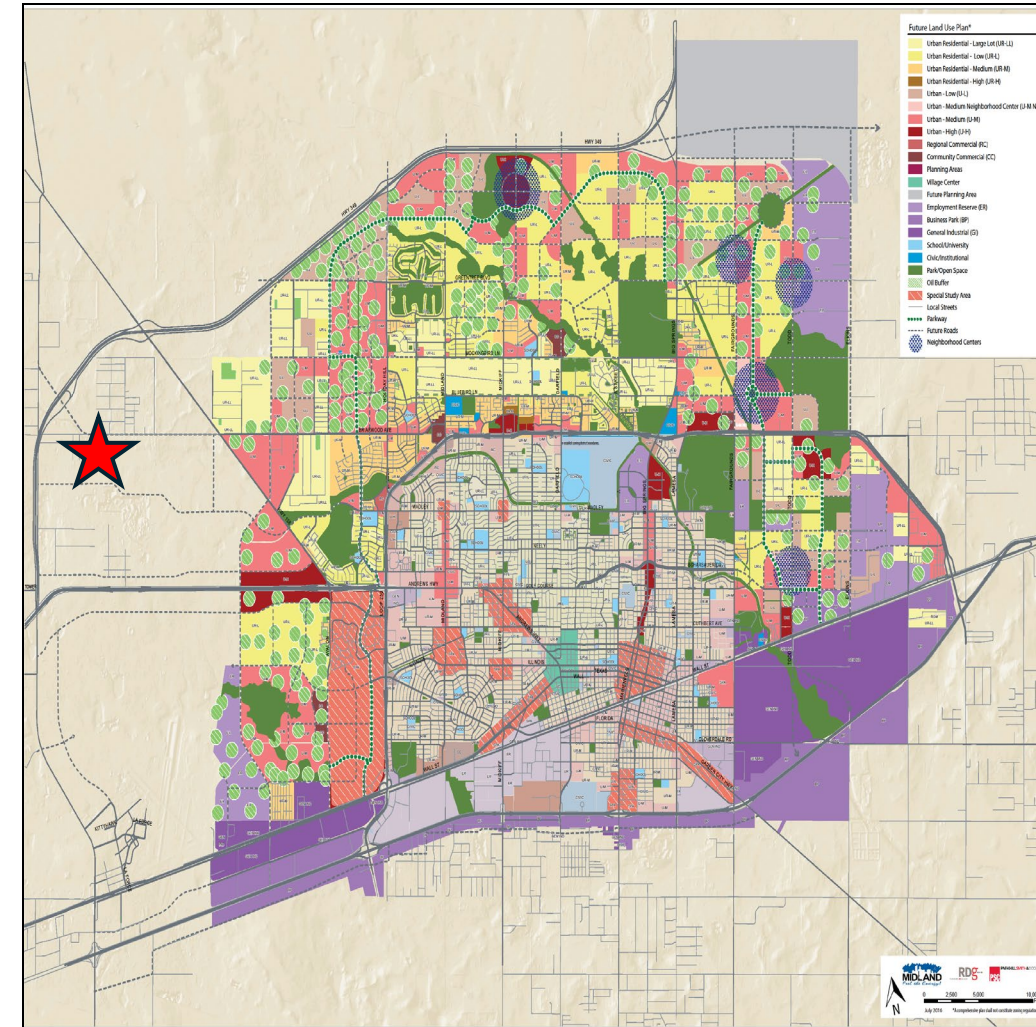
LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
 - **North/East:** Industrial
 - **South:** Residential
 - **West:** Church
- **Proposed Use:** Industrial



COMPREHENSIVE PLAN

- **Land Use Designation:** Not designated



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved the preliminary plat on May 18, 2026.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.





Planning and Zoning Commission Meeting

Item Number: 5.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Madelim Jaquez, Planner
Subject: Motion to review and consider the Declaration of Restrictive Covenants for the proposed Solomon Estates subdivision, being replat of Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas. (Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane.)

Purpose:

Dunaway Associates, on behalf of Black Family Partnerships is requesting approval of the attached proposed Declaration of Restrictive Covenants for the proposed Solomon Estates, Section 3 subdivision being a replat of Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

Recommended Action:

Approve

Fiscal Impact:

No impact

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

The developer is proposing common areas as seen on the plat face. The proposed plat, Solomon Estates, Section 3, can be seen in item 6. Per the City's subdivision regulations, any proposed common area must be labeled on the plat and accompanied by covenants and restrictions providing for the perpetual ownership and maintenance of those areas (Midland City Code 11-2-5). The attached covenants and restrictions detail that these areas will be maintained by the property owner's association. These covenants also need to be approved by P&Z as a requirement of final plat approval (Midland City Code 11-2-3(H)3(I)).

Attachments:

A. Alysheba CCR

Madelim Jaquez, Development Services

Created/Initiated - 7/24/2026

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
ALYSHEBA ENCLAVE AT SOLOMON ESTATES**

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF ALYSHEBA ESTATES (this "**Declaration**") is made effective as of _____, 2025, by Black Family Partnership, Ltd., a Texas limited partnership (hereinafter sometimes referred to as "**Declarant**").

WHEREAS, Declarant hereby desires to establish and implement plans for residential living, recreation, aesthetic and quality-of-life considerations for the development of that certain real property located in Midland County, Texas and more particularly described on **Exhibit "A"** attached hereto ("**Property**"), to be known as ALYSHEBA ENCLAVE AT SOLOMON ESTATES ("**Subdivision**");

WHEREAS, Declarant desires to convey the Property subject to certain protective covenants, conditions, restrictions, liens and charges as hereinafter set forth; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property.

The purposes of this Declaration are to: protect the Declarant and the Owners against inappropriate development and use of Lots within the Subdivision; provide use, maintenance and repair of certain common areas in the Subdivision; provide compatibility of design of improvements within the Subdivision; secure and preserve sufficient setbacks and space between buildings so as to create an aesthetically pleasing environment; provide for landscaping and the maintenance thereof; provide for a property owner's association to maintain common areas and to assist in enforcing this Declaration; and, in general, to encourage construction of attractive, quality, permanent improvements that will promote the general welfare of the Declarant and the Owners. Declarant desires to impose these restrictions on the Property now and yet retain reasonable flexibility to respond to changing or unforeseen circumstances so as to guide, control and maintain the quality and distinction of the Subdivision. The restrictive covenants herein will preserve the best interests of the Declarant and the Owners and residents of the Subdivision after completion of all development and construction therein.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that it is hereby declared (a) that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, liens, and charges, which are for the purpose of preserving the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof; and (b) that each contract or deed that may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

**ARTICLE 1
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the following meanings hereinafter specified:

1.01 Acreage Lot. "Acreage Lot" means any Lot containing at least one (1) acre.

1.02 Architectural Committee. "Architectural Committee" or "Committee" means the committee created according to this Declaration to review and approve or deny plans for the construction of Improvements on the Property.

1.03 Assessment. "Assessment" or "Assessments" means assessment(s) levied by the Association under the terms and provisions of this Declaration.

1.04 Association. "Association" means the ALYSHEBA ENCLAVE PROPERTY OWNERS ASSOCIATION, INC., a Texas nonprofit corporation.

1.05 Board. "Board" means the Board of Directors of the Association. Board members may, but need not, be Members of the Association.

1.06 Bylaws. "Bylaws" means the Bylaws of the Association, which may be adopted by the Board, as amended from time to time.

1.07 Certificate of Formation. "Certificate of Formation" means the Certificate of Formation of the Association that may be filed in the office of the Secretary of State of the State of Texas, if the Association is formed, and as amended from time to time.

1.08 City. "City" means the City of Midland, Texas.

1.09 Common Area. "Common Area" means any Lots and other properties designated by Declarant and dedicated or conveyed to the Association, together with all Improvements thereon, along with any exclusive easements and other areas granted to Declarant or the Association and maintained for the common benefit of the Owners, including, without limitation, all Private Streets. Common Area may be designated by Declarant and dedicated or otherwise conveyed to the Association, if formed, the Owners, or to any public agency, authority, or utility from time to time and at any time. If and at the time Declarant annexes additional real property to the Property in accordance with Article 2, additional Common Area may be designated.

1.10 Declarant. "Declarant" means Black Family Partnership, Ltd., a Texas limited partnership, its duly authorized representatives, successors, and assigns; provided, that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant will not be sufficient to constitute an assignment of the rights of Declarant under this Declaration.

1.11 Declaration. "Declaration" means this instrument as amended from time to time.

1.12 Design Guidelines. "Design Guidelines" means the standards and/or guidelines adopted pursuant to Section 7.02, as the same may be amended from time to time, and relating to landscaping and design, construction, and alteration of Improvements on any Lot, as well as application and review procedures for submitted Plans and Specifications. The Design Guidelines may consist of multiple written design guidelines applying to specific portions of the Property. Declarant may adopt the initial Design Guidelines. Notwithstanding anything in this Declaration to the contrary, Declarant will have no obligation to establish Design Guidelines.

1.13 Development Period. "Development Period" means the period of time during which the Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and direct the size, shape, and composition of the Property, which period of time shall begin upon the recordation of this Declaration in the Official Public Records of Midland County, Texas, and shall terminate on the earlier of: (a) the date on which Declarant no longer owns any portion of the Property; or (b) such earlier date as may be established by Declarant in a written instrument recorded in the Official Public Records of Midland County, Texas.

1.14 Improvement. "Improvement" means every structure and all appurtenances to structures of every type and kind, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water-softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.15 Living Unit. "Living Unit" means and refers to a single-family residence and any attached garage serving it.

1.16 Lot. "Lot" or "Lots" means any parcel or parcels of land within the Property shown as a subdivided lot on any Plat of the Subdivision, together with all Improvements located on the parcel or parcels, but expressly excluding Common Area.

1.17 Member. "Member" or "Members" means any Person(s) holding membership rights in the Association.

1.18 Mortgage. "Mortgage" or "Mortgages" means any mortgage(s) or deed(s) of trust covering any portion of the Property given to secure the payment of a debt.

1.19 Mortgagee. "Mortgagee" or "Mortgagees" means the holder or holders of any Mortgage or Mortgages.

1.20 Owner. "Owner" or "Owners" means the Person(s), including Declarant, holding a fee-simple interest in any portion of the Property, but does not include the Mortgagee of a Mortgage prior to its acquisition of fee simple interest pursuant to foreclosure of the lien of its Mortgage.

1.21 Person. "Person" or "Persons" means any individual(s), entity, or entities having the legal right to hold title to real property.

1.22 Plans and Specifications. "Plans and Specifications" means any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, and all other documentation or information relevant to such Improvement.

1.23 Plat. "Plat" means a subdivision plat of any portion of the Property recorded in the Official Public Records of Midland County, Texas, and any amendments thereto.

1.24 Private Street. "Private Street" or "Private Streets" means one or more private streets shown on a Plat.

1.25 Property. "Property" means the real property in Midland County, Texas which is described in **Exhibit "A"** attached hereto, and all additional lands which may be later made subject to this Declaration.

1.26 Restrictions. "Restrictions" means this Declaration, together with the Design Guidelines, if adopted, the Rules, the Certificate of Formation, and the Bylaws, as amended from time to time.

1.27 Rules. "Rules" means the rules, regulations, and policies adopted by the Board for the regulation and management of the Subdivision, as amended from time to time.

1.28 Solar Energy Device. "Solar Energy Device" means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.

ARTICLE 2 DEVELOPMENT OF THE PROPERTY

2.01 Development by Declarant. It is contemplated that the Property will be developed pursuant to a plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to create and/or designate Lots and Common Areas and to subdivide with respect to any of the Property pursuant to the terms of this Section, and subject to any limitations imposed on portions of the Property by any applicable Plat. These rights may be exercised with respect to any portions of the Property. As each area is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for that area.

2.02 Special Declarant Rights. Notwithstanding any provision of this Declaration to the contrary, Declarant shall have the unfettered right and privilege: (a) to maintain signs and other advertising implements and to conduct sales activities of Lots; (b) to maintain spec and models homes, and sales, management, business and construction offices upon Lots; and (c) to keep construction trailers, equipment, machines, and tools on the Lots or within the Property. Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this Section until two (2) years after expiration or termination of the Development Period. Noticeable activities related to the construction of Lots and Common Area may, from time to time, produce certain conditions within the Subdivision, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) dust, dirt or construction debris; (iii) temporary interruption of utilities; and/or (vi) other similar conditions incidental to the building of residential improvements. Each Owner, by acceptance of a deed to a Lot agrees that such conditions resulting from construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of this Declaration.

2.03 Addition of Land. Declarant may, but shall not be required to, at any time and from time to time, add any other lands to the Property, and upon such addition; this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall apply to the added land, and the rights, privileges, duties and liabilities of the persons subject to this Declaration shall be the same with respect to the added land as they are with respect to the lands originally covered by the Declaration. In order to add lands to the Property hereunder, Declarant shall only be required to record in the Official Public Records of Midland County, Texas, a notice containing the following provisions:

- (A) A reference to this Declaration, which reference shall include the recording information for this Declaration;
- (B) A statement that the provisions of this Declaration shall apply to the added land; and
- (C) A legal description of the added land.

2.04 Withdrawal of Land. Declarant may unilaterally amend this Declaration for the purposes of removing any portion of the Property from the coverage of this Declaration and excluding from the burden of this Declaration and the jurisdiction of the Association. Such amendment shall not require the consent of any person other than the Owner of the property to be withdrawn, if not the Declarant. In order to remove any portion of the Property from the coverage of this Declaration and the jurisdiction of the Association, Declarant shall only be required to record in the Official Public Records of Midland County, Texas, a notice containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the book and page numbers of the Official Records of the County wherein this Declaration is recorded;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

2.05 Conceptual Plans. All master plans, site plans, brochures, illustrations, information and marketing materials related to the Subdivision or its development (collectively, the “**Conceptual Plans**”) are conceptual in nature and are intended to be used for illustrative purposes only. The land uses and Improvements reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Subdivision may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any other developer of any portion of the Subdivision makes any representation or warranty concerning such land uses and Improvements shown on the Conceptual Plans or otherwise planned for the Subdivision and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statement made by Declarant or any of Declarant’s representatives regarding proposed land uses, or proposed or planned Improvements, in making the decision to purchase any land or Improvements within the Subdivision. Each Owner who a Lot within the Property acknowledges development will likely extend over many years, and agrees that the Association shall not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to development of the Property or changes in the Conceptual Plans as they may be amended or modified from time to time.

2.06 Assignment of Declarant’s Rights. Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any Person and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder.

2.07 Protection of Declarant’s Interests. Until the expiration or termination of the Development Period, the Association is prohibited from taking any action which would discriminate against Declarant, or which would be detrimental to the sale of Lots owned by Declarant. Declarant shall be entitled to determine, in its sole and absolute discretion, whether any such action discriminates or is detrimental to Declarant.

ARTICLE 3 GENERAL RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

3.01 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.02 Hazardous Activities. No activities will be conducted on the Property and no Improvements constructed on the Property that are or might be unsafe or hazardous to any Person or property. Without limiting the generality of the foregoing, no firearms or fireworks will be discharged on the Property, and no open fires will be permitted except within safe and well-designed interior fireplaces or in contained barbecue units while attended and in use for cooking purposes.

3.03 Insurance Rates. Nothing will be done or kept on the Property that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located on any Lot.

3.04 Mining and Drilling. No portion of the Property will be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. For the avoidance of doubt, this provision will not be construed to prevent the drilling of a water well on an Acreage Lot that is approved in advance by the Architectural Committee, as provided in Section 3.13 below.

3.05 Noises and Nuisances. No noise or other nuisance will be permitted to exist or operate on any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. No exterior lighting of any sort will be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has the approval of the Architectural Committee).

3.06 Animals; Household Pets. No swine shall be kept on any Lot, nor shall any wild, exotic, or naturally undomesticated animal be caged or otherwise kept on any Lot. Dogs, cats, and other domestic household pets may be kept, provided such pets do not become a nuisance to the Subdivision. The Board may conclusively determine, in its sole discretion, whether a particular pet is a domestic household pet within the ordinary meaning and interpretation of such words. Any dog that has been determined to be dangerous by the City or any other political subdivision, animal-control authority, or governmental agency, will never be maintained, kept, or cared for on the Property. Hens may be kept and maintained on a Lot in accordance with applicable City ordinances and regulations. In addition, horses, cattle, sheep, goats, rabbits, and other livestock (excluding swine) raised for non-commercial use in connection with a 4-H, FFA, or similar agricultural youth development program may be kept on an Acreage Lot. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal will be allowed to run at large, and all animals must be kept within enclosed areas that must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. An enclosed area must be constructed in accordance with plans approved by the Architectural Committee, must be of reasonable design and construction to adequately contain animals in accordance with the provisions of this Declaration, and must be screened so as not to be visible from any other portion of the Property.

3.07 Rubbish and Debris. No rubbish or debris of any kind will be placed or permitted to accumulate on the Property, and no odors will be permitted to arise from it so as to make the Property or any portion of it unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and the containers must be kept within enclosed structures or appropriately screened from view. Each Owner must contract with an independent disposal service to collect all garbage or other wastes if collection service is not provided by a governmental entity.

3.08 Maintenance; Mowing. Each Owner must keep all shrubs, trees, grass, and plantings of every kind on the Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements on any Lot must at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of the Lot. Declarant, the Association, and the Architectural Committee have the right at any reasonable time to enter on any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary, to paint, repair, or otherwise maintain any Improvements in need of maintenance, and to charge the cost to the Owner of the Lot in the same manner as provided for the Association in Section 6.04(E).

3.09 Lawn Ornaments and Decorations. Unless otherwise prohibited by applicable law, no lawn ornaments, fountains, artificial vegetation, or other decorative embellishments shall be placed on the Living Unit or on the front yard or on any other portion of a Lot which is visible from any street, unless such specific items have been approved in writing by the Architectural Committee. Customary seasonal decorations for holidays are permitted without approval by the Architectural Committee but shall be removed within thirty (30) days of the applicable holiday.

3.10 Antennas. No exterior radio or television antenna or aerial or satellite dish receiver that is visible from any adjacent street within the Subdivision will be erected or maintained on any Lot without obtaining the Architectural Committee's prior written consent.

3.11 Solar Energy Devices. Until expiration or termination of the Development Period, Declarant may prohibit the installation of any Solar Energy Device. After expiration or termination of the Development

Period, Solar Energy Devices may be installed with the advance written approval of the Architectural Committee in accordance with the procedures set forth below:

- (A) Application. To obtain Architectural Committee approval of a Solar Energy Device, the Owner shall provide the Architectural Committee with the following information: (1) the proposed installation location of the Solar Energy Device; and (2) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the “**Solar Application**”). A Solar Application shall be submitted in accordance with the provisions of Article 7 of this Declaration.
- (B) Approval Process. The Architectural Committee will review the Solar Application in accordance with the terms and provisions of Article 7 of this Declaration. The Architectural Committee will approve a Solar Energy Device if the Solar Application complies with Section 3.11(C) below unless (1) the Architectural Committee makes a written determination that placement of the Solar Energy Device, despite compliance with Section 3.11(C), will create a condition that substantially interferes with the use and enjoyment of property within the Property by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities, or (2) a court of competent jurisdiction determines that installation of the Solar Energy Device violates any laws or threatens the public health or safety. The Architectural Committee’s right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner submitting the Solar Application provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on or within Common Area or other property owned or maintained by the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this Section 3.11 when considering any such request.
- (C) Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Committee, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:
 - (1) The Solar Energy Device may be installed only on designated locations on the roof of a Living Unit, on any other Improvement permitted under any of the Restrictions, or within any fenced rear-yard or fenced-in patio of an Owner’s Lot.
 - (2) If located on the roof of a Living Unit, the Solar Energy Device must meet the following requirements:
 - (i) The Solar Energy Device must be located on the roof facing away from the nearest road or street, unless the Owner demonstrates that the location decreases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the Natural Renewable Energy Laboratory (or its successor), by more than ten percent (10%) above the energy production of the Solar Energy Device;
 - (ii) The Solar Energy Device must not extend higher than or beyond the roofline;
 - (iii) The Solar Energy Device must conform to the slope of the roof;
 - (iv) The Solar Energy Device must have a top edge that is parallel to the roofline; and
 - (v) The Solar Energy Device must have a frame, support bracket, or visible piping or wiring that is in a silver, bronze, or black tone commonly available

in the marketplace and that blends with the color of the roof to the greatest extent possible.

- (3) If located in the fenced rear-yard or fenced-in patio, the Solar Energy Device must not be taller than the fence line.
- (D) Maintenance. The Solar Energy Device must be properly maintained at all times or removed by the Owner. Any Solar Energy Device that becomes nonfunctioning or inoperable must be removed by the Owner. Any installation of a Solar Energy Device that voids material warranties is not permitted and will be cause for the Solar Energy Device to be removed by the Owner.

3.12 Signs. No sign of any kind may be erected or maintained on any Lot without the prior written approval of the Architectural Committee, except the following permitted signs:

- (A) Signs that are part of Declarant's overall marketing or construction plans or activities for the Property;
- (B) One (1) sign advertising any Lot within the Subdivision for sale or rent, so long as the sign is (1) no more than five (5) square feet and (2) is removed within five (5) business days following the sale or lease of the Lot;
- (C) School spirit signs;
- (D) Signs advertising a candidate or measure for an election, so long as the signs are ground-mounted, are displayed no earlier than ninety (90) days before the date of the election to which the signs relate and no later than nine (9) days after that election date, and otherwise comply with the requirements of Texas Election Code §259.002 or its successor statute; and
- (E) Signs which are expressly permitted pursuant to the Design Guidelines.

All merchandising, advertising, and sales programming is subject to the approval of the Architectural Committee. The Architectural Committee shall have the right, but shall not be obligated, to enter and remove any unapproved sign, advertisement, billboard or structure which is placed on any Lot, in the same manner as provided for the Association in Section 6.04(E), and in so doing, shall not be liable and is expressly relieved from any liability for trespass or other sort in connection therewith, or arising from such removal.

3.13 Water Wells and Collection Devices. Each Owner of an Acreage Lot shall be permitted to drill, operate, and maintain a water well on such Owner's Acreage Lot; provided, however, no water well may be drilled on an Acreage Lot without the prior written consent of the Architectural Committee as to the location and shielding of such water well. Each water well must be cased from the surface to the water formation and comply with all applicable local, state, and federal laws, codes, ordinances, rules, and regulations. Each Owner may utilize water produced from the water well located on his or her Acreage Lot for domestic purposes only and all water produced from a well shall be utilized solely on the Acreage Lot on which the well is located. The Architectural Committee has the right to approve the location of any tank used or proposed in connection with a single-family residential structure, including tanks for the storage of fuel, water, or oil, and including swimming-pool filter tanks. No elevated tanks of any kind will be erected, placed, or permitted on any Lot. All tanks must be screened so as not to be visible from any other part of the Property. No individual water-supply systems will be permitted on any Lot except for Acreage Lots; however, rain barrels and rain harvesting devices will be permitted subject to the right of the Architectural Committee to approve the location, size, type, and shielding of, and the materials used in the construction of, any such rain barrels, rain harvesting devices, and related appurtenances.

3.14 Temporary Structures. No tent, shack, detached accessory building, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for builders, architects, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure.

3.15 Unightly Articles; Vehicles. No article deemed to be unsightly by the Board will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden and lawn maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No racing vehicles or other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Property. Motorcycles shall be operated in a quiet manner. For the avoidance of doubt, golf carts are permitted so long as they are kept in enclosed structures or screened from public view when not in use.

3.16 Parking. All Owners and their occupants, invitees, and guests are encouraged to park vehicles in the garage on their Lot and use the driveways on their Lot and designated parking areas within the Subdivision as overflow parking. Except as otherwise set forth in the Rules, no vehicle may be parked overnight on any street or roadway within the Subdivision for any period in excess of seventy-two (72) hours. Likewise, no vehicle may obstruct the flow of traffic, constitute a nuisance, or otherwise create a safety hazard.

3.17 Mobile Homes, Travel Trailers, and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers, or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time, except as otherwise provided herein. Notwithstanding the foregoing, motor homes, travel trailers, or recreational vehicles may be temporarily parked on the driveway of a Lot for up to seventy-two (72) consecutive hours for loading, unloading, and cleaning purposes.

3.18 Garbage Containers. The Architectural Committee and/or the Board has the right to specify a specific location on each Owner's Lot (or on roads or alleyways) in which garbage containers must be placed for trash-collection service.

3.19 Party Walls. A fence or wall located on or near the dividing line between two (2) Lots and intended to benefit both Lots constitutes a "**Party Wall**" and, to the extent not inconsistent with the provisions of this Section, is subject to the general rules of law regarding party walls and liability for property damage due to negligence, willful acts, or omissions, in addition to the following:

- (A) Encroachments. Each Party Wall shall be constructed in accordance with the Design Guidelines. If the Party Wall is on one Lot due to an error in construction, the Party Wall is nevertheless deemed to be on the dividing line for purposes of this Section. Each Lot sharing a Party Wall is subject to an easement for the existence and continuance of any encroachment by the Party Wall as a result of construction, repair, shifting, settlement, or movement in any portion of the Party Wall, so that the encroachment may remain undisturbed so long as the Party Wall stands, as well as an easement for the maintenance, repair, and replacement of the Party Wall.

- (B) Right to Repair. If the Party Wall is damaged or destroyed, the Owner of either Lot may repair or rebuild the Party Wall to its previous condition, and the Owners of both Lots, their successors and assigns, have the right to the full use of the repaired or rebuilt Party Wall. No Party Wall may be constructed, repaired, or rebuilt without the prior written approval of the Architectural Committee.
- (C) Maintenance Costs. The Owners of the adjoining Lots share equally the costs of repair, reconstruction, or replacement of the Party Wall, subject to the right of one Owner to call for larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. If an Owner is responsible for damage to or destruction of the Party Wall, that Owner will bear the cost of repair, reconstruction, or replacement. The right of an Owner to require contribution from another Owner under this Section is appurtenant to the Lot and passes to the Owner's successors in title.
- (D) Alterations. The Owner of a Lot sharing a Party Wall may not cut openings in the Party Wall or alter or change the Party Wall in any manner that affects the use, condition, or appearance of the Party Wall to the adjoining Lot. The Party Wall shall remain in the same location as when erected unless otherwise approved by the Owner of each Lot sharing the Party Wall and the Architectural Committee.

3.20 Residential Use. All Lots, unless dedicated or conveyed to the Association as Common Area, will be improved and used solely for single-family residential purposes, inclusive of any private garage, fencing, and other Improvements as are necessary or customarily incident to residential use. As used herein, the term "single-family residential purposes" is deemed to specifically prohibit, without limitation, the use of a Lot for any multi-family use, transient housing (including, without limitation, a boarding house, bed and breakfast, vacation rental, "Airbnb", or "Vrbo"), or for any business, professional, or other commercial activity to which the general public is invited. No Owner shall occupy or use his Lot or any Improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than a private residence. Notwithstanding the foregoing or any other provision in this Declaration to the contrary, until expiration or termination of the Development Period, Declarant and/or its designees may construct and maintain upon portions of the Common Area and any Lot owned by the Declarant such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, and sales offices.

3.21 Leases & Rentals. Nothing in this Declaration will prevent the lease or rental of any Lot and the Improvements on it by the Owner for single-family residential purposes, so long as the lessee is leasing the entirety of the Lot, Living Unit, and other Improvements on the Lot and is doing so for an initial term of at least six (6) full consecutive calendar months. No fraction or portion of any Lot or Living Unit may be rented or leased or offered for rent or lease. All leases must be in writing and contain such terms as the Board may prescribe from time to time. At a minimum, all leases must provide that they may be terminated in the event of a violation by a lessee or a lessee's guests or invitees of the Restrictions, and the Board, in its sole discretion, may require termination of the lease by the Owner and eviction of the lessee in such event. Rental or lease of a Lot and Living Unit will not relieve the Owner from compliance with the Restrictions. Regardless of whether or not expressed in the applicable lease, the Owner shall be jointly and severally liable with the lessee of such Lot for any amount which is required by the Association to effect any repairs or to pay any claim for any injury or damage to property caused by the negligence of the lessee of such Lot or for the acts or omissions of the lessee of such Lot which constitute a violation of, or non-compliance with, the provisions of the Restrictions. All leases must comply with, and shall be subject to, the Restrictions, which shall be deemed expressly incorporated into any lease of a Lot and Living Unit, regardless of whether or not explicitly set forth therein. Notice of any lease, together with such additional information as may be required by the Association, must be remitted to the Association by the Owner within ten (10) days after the effective date of the lease. In addition, the Owner must make available to the lessee copies of this Declaration and the other Restrictions.

3.22 Compliance with the Restrictions. Each Owner must comply strictly with the provisions of the Restrictions as amended from time to time. Failure to comply with any of the Restrictions constitutes a violation of this Declaration and may result in a fine against the Owner in accordance with Section 6.04(F) of this Declaration, and shall give rise to a cause of action to recover amounts due for damages or injunctive relief or both, maintainable by the Declarant, the Architectural Committee, the Board on behalf of the Association, or by an aggrieved Owner.

3.23 Liability of Owners for Damage to Common Area. No Owner will in any way alter, modify, add to, or otherwise perform any work on the Common Area without the prior written approval of Declarant during the Development Period and the Board. Each Owner is liable to Declarant, the Association, the Owners, or any public agency, authority, or utility if the Common Area has been dedicated or otherwise conveyed to any of these parties, for any and all damages to (a) the Common Area or (b) any Improvements constructed on any Lot, the maintenance of which has been assumed by any of these parties, which damages were caused by the neglect, misuse, or negligence of an Owner or the Owner's family, or by any tenant or other occupant of the Owner's Lot, or any guest or invitee of the Owner or such tenant or other occupant. The full cost of all repairs of the damage will be an Assessment against the Owner's Lot, secured by a lien against the Owner's Lot and collectible in the same manner as provided for in Article 8, including but not limited to foreclosure of the lien.

3.24 No Warranty of Enforceability. While Declarant has no reason to believe that any of the Restrictions are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of the Restrictions. Any Owner acquiring a Lot in reliance on one or more of the Restrictions assumes all risks of their validity and enforceability and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

3.25 Declarant Exemption. The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Property; the restrictions are not intended to prohibit the Declarant from performing such work as may be necessary for the development of the Property or the construction of Improvements thereon. The restrictions in this Article shall not be binding on Declarant in the performance of any work required in order to complete construction of the Property, or any portion thereof.

ARTICLE 4 CONSTRUCTION RESTRICTIONS

4.01 Approval for Construction or Alteration of Improvements. Unless prosecuted by Declarant, no Improvement may be erected, placed, or constructed on any Lot without the prior written approval of the Architectural Committee. Likewise, no construction, other than normal maintenance, that in any way alters the exterior appearance of any Improvement or the removal of any Improvement, may be performed by Persons other than Declarant without the prior written approval of the Architectural Committee.

4.02 Fences and Sidewalks; Sight-Line Obstruction. No fence, wall, or gate shall be erected, added, or placed on any Lot without the prior written approval of the Architectural Committee. The fencing requirements for each Lot shall be as set forth in the Design Guidelines. The Architectural Committee has the right to approve deviations from requirements relating to the style and materials to be used based on the location, layout, and size of the Lot. It is the intent to maintain visual continuity, especially along streets. In no event will any fence be erected, placed, or altered on a Lot nearer to the front street than the front wall of the Living Unit that is located on the Lot, unless otherwise approved by the Architectural Committee. The Owner of each Lot must construct, at its sole cost and expense and before occupying any Improvement located on the Lot, a sidewalk, located and designed in conformance with the Plat, to the extent the Plat requires a sidewalk on the Owner's Lot. No fence, wall, hedge, or shrub planting that obstructs sight lines will be placed or permitted to remain on any Lot. Unless otherwise expressly provided herein or the other Restrictions, each Owner is responsible for keeping, repairing, replacing, and maintaining any fence, wall, or sidewalk that is located on the Owner's Lot or an adjacent right-of-way. The Association shall maintain all fencing located in or bordering Common Areas, and such determination shall be made in the Association's sole discretion.

4.03 Drainage. There will be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and the Architectural Committee approves the provision. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed which impedes the proper drainage of water between Lots. Each Owner is responsible for ensuring that such Owner's Lot meets all local, state, and federal laws, codes, ordinances, rules, and regulations regarding drainage and run-off.

4.04 Landscaping. The minimum landscaping requirements for each Lot shall be as set forth in the Design Guidelines. Each Lot shall be landscaped in accordance with and adhere to the Design Guidelines. **EACH OWNER IS ADVISED THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES AS TO THE LIFE EXPECTANCY, VITALITY, OR FITNESS FOR INTENDED PURPOSES OF ANY EXISTING TREES OR SHRUBS CURRENTLY LOCATED ON A LOT.**

4.05 Swimming Pools. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable law. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable law concerning swimming pool enclosure requirements. Above-ground or temporary swimming pools are prohibited.

4.06 View Impairment. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area within the Property will be preserved without impairment. Neither the Declarant nor the Association shall have any obligation to relocate, prune, or thin trees or other landscaping. The Association (with respect to any Common Area) will have the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

4.07 Building Materials. All building materials must be approved in advance by the Architectural Committee and, unless otherwise permitted in the Design Guidelines or approved in advance by the Architectural Committee, only new building materials (except for used brick or reclaimed wood) will be used for constructing any Improvements. All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways must be architecturally and aesthetically consistent with and relate to the materials utilized for construction of the dwelling. No highly reflective finishes (other than glass, which may not be mirrored) will be used on exterior surfaces (other than surfaces of hardware fixtures), including but not limited to the exterior surfaces of any Improvements.

4.08 Dwelling Height. No Living Unit greater than two and one-half (2 ½) stories in height may be constructed on any Lot without the prior written approval of the Architectural Committee.

4.09 Dwelling Size. The minimum and maximum square footage of enclosed living space for a Living Unit, if any, shall be as set forth in the Design Guidelines and may vary based on Lot size.

4.10 Compliance with Setbacks. No Living Unit or other permanent Improvement may be constructed on any Lot in violation of the setback lines shown on the Plat.

4.11 Construction Activities. This Declaration will not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) on any Lot within the Property. Specifically, no construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that the construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. If construction on any Lot does not conform to usual practices in the area as determined by the Architectural Committee in its sole good-faith judgment, the Architectural Committee will have the authority to seek an injunction to stop the construction. In addition, if during the course of construction on any Lot there is excessive accumulation of debris of any kind that would make the Lot or any portion of it unsanitary,

unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Committee may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection with removal.

ARTICLE 5 COMMON AREA

5.01 Common Area. No land within any Common Area will be improved, used, or occupied, except in the manner approved by Declarant, in its sole and absolute discretion. This required approval will extend to the nature and type of use, occupancy, and Improvement. Declarant may, by written instrument, delegate its right to grant this approval to the Board. Access to any Common Area may be limited to Persons currently paying Assessments, fees, and other charges, or otherwise conditioned or restricted, or made available to nonowners, all on the terms and conditions determined by Declarant in its sole and absolute discretion.

5.02 Conveyance of Common Area. Declarant and its assignees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, or the Property and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Such property will be accepted by the Association and thereafter will be maintained as Common Area by the Association for the benefit of the Property and/or the general public subject to any restrictions set forth in the deed or other instrument transferring or assigning such property to the Association. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association, as determined in the sole and absolute discretion of the Declarant.

5.03 Maintenance. Declarant may, but will not be obligated to, in its sole discretion, maintain the Common Area at its own cost and expense. Unless Declarant elects to maintain the Common Area, maintenance of any Common Area will be the obligation of the Association, and Assessments may be levied on the Owners under Article 8 in respect thereof. Under no circumstances will Declarant be liable to the Owners, the Association, or any other Person for maintaining or failing to maintain the Common Area.

5.04 Condemnation. If all or any part of the Common Area is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), Declarant, or the Association, if applicable, will be entitled to participate in the proceedings incident to the taking or threatened taking. The expense of participation in the proceedings by the Association will be a common expense to be paid out of Assessments. The Association is specifically authorized to obtain and to pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other Persons as the Association, in its discretion, deems necessary or advisable to aid it in any matters relating to the proceedings. All damages or awards for any taking will be the property of Declarant, or, if applicable, deposited with the Association. The Association, if applicable, in addition to the general powers set forth in this Declaration, will have the sole authority to determine whether to contest or defend any proceedings, to make any settlement with respect to any proceedings, or to convey the property to the condemning authority in lieu of condemnation.

5.05 Assumption of Risk. Without limiting any other provision herein, each Person within any portion of the Common Area accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Area, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides, and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within any portion of the Common Area, and (e) the design of any portion of the Common Area and the Improvements therein. Without limiting the foregoing, all Persons using the Common Area do so at their own risk. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREA MAY CONTAIN WILDLIFE. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY RESPONSIBILITY FOR MONITORING SUCH WILDLIFE

OR NOTIFYING OWNERS OR OTHER PERSONS OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER OCCUPANTS, GUESTS, AND INVITEES, ARE RESPONSIBLE FOR THEIR OWN SAFETY.

ARTICLE 6 THE ASSOCIATION

6.01 Organization. Declarant has caused, or will cause the formation and incorporation of the Association as a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Certificate of Formation and Bylaws or in this Declaration. Neither the Certificate of Formation nor Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

6.02 Membership. Any Person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest, which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with title to the said property interest.

6.03 Voting Rights. The right to cast votes and the number of votes which may be cast, for election of directors to the Board and on all other matters to be voted on by the Members shall be calculated as follows:

- (A) The Owner, whether one or more (including Declarant), of each Lot within the Property shall have one vote for each Lot so owned. In addition, Declarant shall have one vote for each lot reflected on the preliminary Plats or plans of the portions of the Property which have not been platted or otherwise recorded, including the number of such lots on any land which has been added to the Property pursuant to Article 2.
- (B) In addition to the votes to which Declarant is entitled by reason of Subparagraph (A) of this Section, for every one (1) vote outstanding in favor of any other Person, Declarant shall have nine (9) additional votes until expiration or earlier termination of the Development Period. Thereafter Declarant shall only have votes if any, to which it is entitled under Subparagraph (A) of this Section.
- (C) Notwithstanding anything herein to the contrary, Declarant will have the sole right to appoint and remove all members of the Board until the 10th anniversary of the date this Declaration is recorded in the Official Records of Midland County, Texas. Not later than the 10th anniversary of the date this Declaration is recorded, or sooner as determined by Declarant, the Board will call a meeting of Members of for the purpose of electing one-third of the Board (the “**Initial Member Election Meeting**”), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

6.04 Powers and Authority of the Association. The Association shall have the powers of a Texas nonprofit corporation, subject only to any limitations upon the exercise of its power as are expressly set forth in this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association, and the Board acting on behalf of the Association, shall have the following powers at all times:

- (A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact the Rules and Bylaws. The content of the Association's Rules and Bylaws may be established by the Board, provided that they do not conflict with this Declaration.
- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

- (C) Records. To keep books and records, including financial records, of the Association's affairs.
- (D) Assessments. To levy Assessments as provided in Article 8 below.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency, or in a nonemergency after twenty-four (24) hours' written notice, without being liable to any Owner, on any Lot and into any Improvement on a Lot, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the Restrictions, and the expense incurred by the Association in connection with the entry on any Lot and the maintenance and repair work conducted on it will be a personal obligation of the Owner of the Lot entered on, will be a lien on the Lot entered on and the Improvements on the Lot, and will be enforced in the same manner and to the same extent as provided in Article 8 for regular Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents to it, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens, and take all action as it may deem necessary or expedient to enforce the Restrictions; provided, however, the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Fines. To levy and collect fines against Owners for any violation of the Restrictions which is not cured by the Owner in the judgment of Board within 30 days after written notice of such violation is given in the manner specified in Section 10.03. Fines may be assessed repeatedly for continuous violations. Fines shall be uniform according to a fine schedule to be established from time to time by the Board.
- (G) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper for the operation of the Association.

6.05 Common Areas.

- (A) Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:
 - (1) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant, together with any Improvements of any kind or purpose located in said areas; and to accept, own, operate and maintain all other property, real and personal, conveyed or leased to the Association by Declarant; and to maintain in good repair and condition all lands, Improvements, and other Association property owned by or leased to the Association, whether by Declarant or by other Persons. Such maintenance will include, but will not be limited to, painting, mowing, and removing rubbish or debris of any kind.
 - (2) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon individual Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

- (3) To take out and maintain current a policy of liability-insurance coverage to cover accidental bodily injury or death caused by the use and enjoyment of the Common Area. This insurance will be in an amount the Board deems appropriate.
- (B) In addition to, and not in limitation of, the power and authority of the Association as set forth in Section 6.04 of this Declaration, the Association, acting through the Board, shall have the power and authority:
- (1) To grant and convey portions of Association property, including fee title, leasehold estates, easements, and/or rights-of-way to any person or entity for the purpose of constructing, erecting, operating or maintaining Improvements for the Subdivision.
 - (2) To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for the property of the Association, or within parkways, entrance ways, or street rights of way which the Association desires to maintain or pay for, in the best interest of the Association and the aesthetic appearance of the Subdivision as a whole.
 - (3) To enter into contracts with Declarant and other persons, with such terms and provisions as the Board shall determine, to operate and maintain any of the Common Areas or to provide any service or perform any function on behalf of Declarant or the Association in connection with the purposes of the Association.
 - (4) To acquire and own and to dispose of all manner of real and personal property, whether by purchase, grant, lease, gift or otherwise.

6.06 Indemnification. To the fullest extent permitted by applicable law but without duplication (and subject to) any rights or benefits arising under the Certificate of Formation or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he or she is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he or she: (a) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; or (b) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

6.07 Private Streets. All Private Streets located within the Property constitute a portion of the Common Area to be administered and maintained by the Association, the costs of which shall be paid through Assessments levied in accordance with this Declaration. The Association shall be obligated to maintain the Private Streets and related appurtenances, including streetlights and street signs, in a functioning condition and in compliance with applicable law. In addition to, and not in limitation of, the power and authority of the Association as set forth elsewhere in this Article, the Association, acting through the Board, shall have the power and authority to adopt, implement, and enforce Rules governing access to the Subdivision and the use of Private Streets, including, without limitation, Rules pertaining to the following: (a) identification of vehicles used by Owners or occupants; (b) speed limits, designated parking areas, restricted parking areas, and no-parking areas; (c) signs and graphics to provide announcements to unauthorized personnel concerning potential criminal trespass matters; and (d) a fines system through which the Association can levy and collect fines for violations of the applicable Rules. Notwithstanding the foregoing, access to the Subdivision shall be provided on all streets at all times for police, fire, city and/or county inspection, mail delivery, utility, garbage pickup, school buses, demand-responsive vehicles, and

other health and safety related vehicles of whatever nature in connection with the performance of their official functions.

6.08 Security. The Association may, but shall not be obligated to, maintain or support certain facilities and activities designed to enhance the security of the Subdivision, including, without limitation, the installation and utilization of controlled access gates. **NEITHER THE ASSOCIATION, NOR THE DECLARANT, OR THEIR RESPECTIVE SUCCESSOR OR ASSIGNS, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, NOR SHALL SUCH PARTIES BE HELD LIABLE FOR ANY LOSS OR DAMAGE FOR THE FAILURE TO PROVIDE ADEQUATE SECURITY OR FOR THE INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. EACH OWNER, ON BEHALF OF ITSELF AND ITS OCCUPANTS, INVITEES, AND GUESTS, EXPRESSLY ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT NEITHER THE ASSOCIATION, NOR THE DECLARANT, OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE SUBDIVISION, AND THAT EACH PERSON WITHIN THE SUBDIVISION ASSUMES ALL RISKS FOR PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY WITHIN THE SUBDIVISION, INCLUDING LOTS AND THE CONTENTS THEREOF, AND FURTHER ACKNOWLEDGES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT HAVE MADE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, NOR HAS ANY OWNER OR ANY OCCUPANT OF LOT, AS APPLICABLE, RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, RELATIVE TO ANY SECURITY SYSTEM OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE SUBDIVISION.**

ARTICLE 7 ARCHITECTURAL COMMITTEE

Declarant has a substantial interest in ensuring that the aesthetics and appearance of the Subdivision remain homogenous and attractive, and that the quality of constructed Improvements is maintained, to strengthen Declarant's reputation as a community developer. Therefore, until such time as Declarant has delegated its right to appoint and remove all members of the Architectural Committee to the Board, as provided in Section 7.01 below, the Architectural Committee will be acting solely in Declarant's interest and will owe no duty to any other Owner or the Association. Notwithstanding anything herein to the contrary, Declarant may appoint a single person to exercise the rights of the Architectural Committee.

7.01 Membership of Architectural Committee. The Architectural Committee shall consist of not more than three (3) persons (who need not be Members or Owners) appointed as provided below. Declarant will have the right to appoint and remove (with or without cause) all members of the Architectural Committee. Declarant may assign its right to appoint all members of the Architectural Committee to the Association by written instrument recorded in the Official Public Records of Midland County, Texas, and thereafter, the Board will have the right to appoint and remove (with or without cause) all members of the Architectural Committee. Any assignment by Declarant of the right to appoint and remove all members of the Architectural Committee may be withdrawn until expiration of twelve (12) months after the expiration of the Development Period. If Declarant withdraws its assignment of the right to appoint and remove all members of the Architectural Committee, then on the date of such withdrawal, Declarant will have the right to appoint and remove (with or without cause) all members of the Architectural Committee. Declarant's right to appoint all members of the Architectural Committee will automatically be assigned to the Association upon the expiration of twelve (12) months after the expiration of the Development Period. The Architectural Committee will have the right to employ consultants and advisors as it deems necessary or appropriate.

7.02 Design Guidelines. Declarant may adopt the initial Design Guidelines and, during the Development Period, will have the power from time to time, to adopt (unless previously adopted by Declarant), amend, modify, or supplement the Design Guidelines. Upon expiration or termination of the Development Period, the Architectural Committee will have the power from time to time, to amend, modify, or supplement the Design Guidelines. In the event of any conflict between the terms and provisions of the

Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the Architectural Committee will have the power and authority to impose a fee for the review of the Plans and Specifications and other documents and information submitted to it pursuant to the terms of this Declaration and the Design Guidelines. Such charges will be held by the Architectural Committee and used to defray the administrative expenses incurred by it in performing its duties hereunder; provided, however, that any excess funds held by the Architectural Committee will be distributed to the Association at the end of each calendar year. The Architectural Committee will not be required to review any plans until a complete submittal package, as required by this Declaration and the Design Guidelines, is assembled and submitted to the Architectural Committee. The Architectural Committee will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for certificates of compliance or completion relating to any Improvement and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder.

7.03 Submission and Approval of Plans and Specifications. Plans and Specifications for construction or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation, will be submitted in accordance with the Design Guidelines or any additional rules adopted by the Architectural Committee together with any review fee which is imposed by the Architectural Committee in accordance with Section 7.02 to the Architectural Committee at the offices of Declarant, at such address as may hereafter be designated in writing from time to time. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts that, in its sole and absolute discretion, are relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, or any re-subdivision or consolidation of Lots, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence, and no re-subdivision or consolidation may be made, unless and until the Architectural Committee has approved such Plans and Specifications. Until receipt by the Architectural Committee of any information or document deemed necessary by the Architectural Committee, it may postpone review of any Plans and Specifications submitted for approval. Upon receipt of all necessary information, the Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and the Design Guidelines, and perform such other related duties assigned or authorized by this Declaration, including at its option inspection of construction in progress to assure its conformance with previously approved Plans and Specifications. The Architectural Committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Committee may, in its review of Plans and Specifications and such other information as it deems proper, consider whether any proposed Improvement upon a Lot would unreasonably obstruct the view from other portions of the Property. The Architectural Committee may, but shall not be required to, disapprove any Improvement upon any Lot that would unreasonably obstruct the view from any other portion of the Property. No Improvement shall be allowed on any Lot which is of such size or architectural design or involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development within the Property and the surrounding area. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth in the preceding sentence and the decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans and Specifications be deemed an endorsement, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes not of its authorship.

7.04 Work in Progress. The Architectural Committee may at its option inspect all work in progress to ensure compliance with approved Plans and Specifications.

7.05 Completion of Construction. The Architectural Committee, in its sole discretion, may require that any Owner and/or such Owner's contractors and subcontractors post payment and/or

performance bonds with the Architectural Committee to ensure that such contractor or subcontractor shall satisfactorily complete construction of all Improvements in accordance with the Approved Plans and Specifications, such bonds to be in the name of the Association and to be in form and amount satisfactory to the Architectural Committee. Furthermore, the Architectural Committee, in its sole discretion, may require that an Owner place in escrow with the Architectural Committee a sum that is initially no more than FIVE THOUSAND AND NO/DOLLARS (\$5,000) in order to assure the timely completion of all Improvements in accordance with the approved Plans and Specifications. Such sum may be increased by the Architectural Committee in its sole discretion from time to time. Each Owner must diligently prosecute construction to completion in accordance with the approved Plans and Specifications. Once commenced, construction may not be halted for any period in excess of ninety (90) consecutive days, unless otherwise approved by the Architectural Committee. For purposes of this Section, commencement of construction shall mean that: (a) all Plans and Specifications for such construction have been approved by the Architectural Committee and all appropriate fees and deposits have been paid; (b) a building permit has been issued for the Improvement by the appropriate jurisdiction; and (c) construction of the Improvement on the Lot has physically commenced beyond site preparation. Completion of an Improvement shall mean that a certificate of occupancy or functional equivalent has been issued by the appropriate governmental entity. In the event that construction of such Improvement is not timely completed in accordance with the approved Plans and Specifications, the Architectural Committee shall be entitled to collect on or enforce any payment or performance bonds required hereunder so as to ensure the proper completion of any such Improvements. Furthermore, the Architectural Committee shall be entitled to retain any sums so held in escrow as a penalty for such failure to timely and properly complete, and such sums shall be remitted to and shall be the property of the Association. Additionally, the Association shall have the authority to assess a per diem fine for each day after such ninety (90) day period that construction remains halted; such fine to be in the amount set forth in the fine schedule established from time to time by the Board.

7.06 Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances. In the absence of such designation, the vote of a majority of all the members of the Architectural Committee taken at a duly constituted meeting or by written consent without a meeting shall constitute an act of the Architectural Committee.

7.07 Failure to Act. In the event that any Plans and Specifications are submitted to the Architectural Committee as provided herein, and the Architectural Committee fails either to approve or reject the same for a period of sixty (60) days following such submission, approval of such Plans and Specifications by the Architectural Committee will be presumed. In furtherance, and not in limitation, of the foregoing, any failure of the Architectural Committee to act upon a request for a variance will not be deemed a consent to such variance, and the Architectural Committee's written approval of all requests for variances will be expressly required.

7.08 Variances. The Architectural Committee may grant variances from compliance with any of the provisions of the Design Guidelines or this Declaration, when, in the opinion of the Architectural Committee, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and must be signed by at least a majority of the members of the Architectural Committee. Each variance must also be recorded in the Official Public Records of Midland County, Texas; provided however, that failure to record a variance will not affect the validity thereof or give rise to any claim or cause of action against the Architectural Committee, including the Declarant or its designee, the Association, or the Board. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in this Declaration or the Design Guidelines will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of this Declaration or the Design Guidelines.

7.09 Duration of Approvals. Unless otherwise directed by the Architectural Committee, the approval of the Architectural Committee of any Plans and Specifications, and any variances granted by the Architectural Committee, will be valid for a period of one hundred and eighty (180) days only. If construction in accordance with such Plans and Specifications or variance is not commenced within such one hundred and eighty (180) day period and diligently prosecuted to completion, the Owner will be required to resubmit such Plans and Specifications or request for a variance to the Architectural Committee, and the Architectural Committee will have the authority to re-evaluate such Plans and Specifications or request for a variance in accordance with this Section, and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

7.10 No Waiver of Future Approvals. The approval or consent of the Architectural Committee of any Plans and Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any other Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different Person.

7.11 Governmental Agency Approval. Nothing in this Declaration shall be construed to relieve any Owner from securing such approvals, certificates and/or permits as may be required by law in connection with the construction of any Improvements on any Lot.

7.12 Exemption of Declarant. Notwithstanding any provision in this Declaration to the contrary, neither Declarant nor any affiliate of Declarant, nor any of their activities, shall in any way be subject to the control of or under the jurisdiction of the Architectural Committee.

7.13 Nonliability of Committee Members. **NEITHER DECLARANT, THE ARCHITECTURAL COMMITTEE, NOR ANY COMMITTEE MEMBER OR AGENT OF THE ARCHITECTURAL COMMITTEE WILL BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL COMMITTEE'S DUTIES HEREUNDER.**

ARTICLE 8 FUNDS AND ASSESSMENTS

8.01 Assessments.

- (A) The Association may from time to time levy Assessments against each Lot whether or not improved. Except for special assessments, the level of Assessments shall be equal and uniform between all Lots. It is provided, however, that no Assessments hereunder shall be levied against Declarant or an affiliate of Declarant.
- (B) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose in proportion to the amount of the Assessment year or other period remaining after said date.
- (C) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the owner of the Lot against which the Assessment falls due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

8.02 Maintenance Fund. The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association may be used for any purpose authorized by the Restrictions and applicable law.

8.03 Regular Annual Assessments. Before the beginning of each fiscal year, the Board shall estimate expenses, including all debt service (whether owed to Declarant, an affiliate of Declarant, or otherwise) to be incurred by the Association during such year in performing its functions under the Restrictions. Assessments sufficient to pay such estimated expenses plus a prudent reserve shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association in the time and manner directed by the Board at its sole discretion, either (a) annually, at the beginning of the fiscal year, or (b) during the fiscal year in equal monthly installments on or before the first day of each month, or (c) in other convenient installments.

8.04 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount and due date of any special Assessments shall be at the reasonable discretion of the Board. The Board may also make special Assessments against individual Owners for, among other things, reimbursement of costs incurred in bringing an Owner or the Owner's Lot into compliance with the Restrictions or for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or occupants of the Owner's Lot, as well as common expenses that benefit fewer than all of the Lots, which may be assessed according to benefit received, fees or charges levied against the Association on a per-Lot basis, and "pass through" expenses for services to Lots provided through the Association and which are equitably paid by each Lot according to the benefit received. In addition to the special Assessments authorized above, the Board may, in any fiscal year, levy a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital Improvement upon the Common Areas.

8.05 Owner's Personal Obligation for Payment of Assessments. The Assessments provided for herein shall be the personal and individual debt of the owner of the Lot covered by such Assessments. Except as otherwise provided in Section 8.01(A) hereof, no Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from due date thereof (or if there is no such highest rate, then at the rate of 1-1/2% per month), together with all costs and expenses of collection, including reasonable attorneys' fees.

8.06 Assessment and Fine Lien and Foreclosure. All amounts assessed in the manner provided in this Article but unpaid will, together with interest as provided in Section 8.05 and the cost of collection, including attorney fees as provided in this Declaration, become a continuing lien and charge on the Lot covered by the Assessment that will bind the Lot in the hands of the Owner and the Owner's heirs, devisees, personal representatives, successors, or assigns. This lien will be superior to all other liens and charges against the Lot, except for tax liens and all amounts unpaid on a Mortgage lien of record of first or second priority granted to an institutional lender, securing in either instance amounts borrowed for the purchase or improvement of the Lot in question. The Association will have the power to subordinate the Assessment lien to any other lien. This power will be entirely discretionary with the Board and the subordination must be signed by a duly authorized officer of the Association. To evidence the Assessment lien, the Association may prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by the lien and a description of the Lot. This notice will be signed by one of the officers of the Association and will be recorded in the office of the County Clerk of Midland County, Texas. The lien for payment of Assessments will attach with the priority above set forth from the date that the payment becomes delinquent. The Association may direct its legal counsel to initiate legal proceedings in a court of competent jurisdiction seeking one or both of the following remedies:

- (A) Foreclosure of the assessment lien. However, the Association may not file an application for an expedited court order authorizing foreclosure of the Association's assessment lien or a petition for judicial foreclosure of the Association's assessment lien until the Association has (i) provided written notice of the total amount of the delinquency giving rise

to the foreclosure to all lienholders of record (evidenced by a deed of trust) whose liens are inferior or subordinate to the Association's assessment lien, and (ii) provided each such lienholder an opportunity to cure the delinquency before the sixty-first (61st) day after the date the Association mails the notice.

- (B) Recovery of a personal judgment against the Current Owner and, where different, from the Delinquent Owner or from the Current Owner only, for all amounts owing arising from the unpaid Assessments and their collection, including all attorney fees and costs.

The Association will have the power to bid on the property at a foreclosure or other legal sale and to acquire, hold, lease, convey, or otherwise deal with it. On the written request of any Mortgagee, the Association will report to the Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after they are due.

8.07 Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

ARTICLE 9 EASEMENTS

9.01 General. All dedications, limitations, restrictions, and reservations shown on any Plat covering all or any portion of the Property and all grants and dedications of easements, rights-of-way, restrictions, and related rights made prior to the Property becoming subject to this Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the easements for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, such specific easements as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of the Property. Declarant further reserves for itself, its successors and assigns, a perpetual right and easement of a free, uninterrupted and unqualified use of the Property for the purpose of development of other real property owned or developed by Declarant, and a nonexclusive easement and right of entry over the Property and all portions of the Subdivision to gain access to the other real property owned or developed by Declarant.

9.02 Utility Easements. Declarant hereby reserves for itself, its assigns, and the Association a perpetual non-exclusive easement over and across the Subdivision for: (a) the installation, operation and maintenance of utilities and associated infrastructure to serve the Subdivision, the Property, and any other property owned by Declarant; (b) the installation, operation and maintenance of cable lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Subdivision, the Property, and any other property owned by Declarant; (c) the installation, operation and maintenance of walkways, pathways and trails, drainage systems, street lights and signage to serve the Subdivision, the Property, and any other property owned by Declarant; and (d) the installation, location, relocation, construction, erection and maintenance of any streets, roadways, drives, or other areas to serve the Subdivision, the Property, and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and Improvements described in (a) through (d) of this Section. In addition, Declarant may designate all or any portion of the easements or facilities constructed therein as Common Area.

9.03 Easement to Inspect and Right to Correct. For a period of ten (10) years after the expiration of the Development Period, Declarant reserves for itself and for the Declarant's architect, engineer, other design professionals, builder and general contractor the right, but not the duty, to inspect, monitor, test,

redesign, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Lots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. By way of illustration but not limitation, relocation of mechanical or electrical facilities may be warranted by a change of circumstance, imprecise siting of the original facilities, or the desire or necessity to comply more fully with applicable law. This Section may not be construed to create a duty for Declarant, the Association, or any architect, engineer, other design professionals, builder or general contractor, and may not be amended without Declarant's advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Lot, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas and the Owner's Lot and all improvements thereon for the purposes contained in this Section.

9.04 Governmental Interests. So long as Declarant owns any portion of the Property, Declarant may designate sites within the Subdivision for fire, police, utility facilities, public parks, other public or quasi-public facilities. The sites may include undeveloped portions of the Property, in which case the Association shall take whatever action is required with respect to such site to permit such use, including conveyance of the site, if so directed by Declarant. The sites may also include other property not owned by Declarant provided the Owner consents.

9.05 Drainage. Each Lot and all other portions of the Subdivision shall have the right to use any drainage Improvements in accordance with applicable law for the purpose of receiving, holding and discharging storm and other surface waters emanating from or across the Subdivision; provided, however, Declarant reserves and shall have the right, but shall not be obligated, to: (a) construct and inspect improvements within the drainage Improvements; (b) grant and accept easements to and from the City, and/or any other public authority or agency, utility district, or utility company upon, over, under, and across drainage improvements for the purpose of installing, replacing, repairing, maintaining, and using the drainage system, and related facilities for the Subdivision, without the consent of any Owner; (c) dedicate or transfer all or any part of drainage Improvements to any public agency, authority or utility for such purposes and subject to such conditions as may be desired, without the consent of any Owner; and (d) enter over all portions of the Property, as reasonably necessary for purposes of inspecting, installing, maintaining, repairing, and replacing drainage Improvements.

9.06 Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility service using any easement area will be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of this vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any of these easement areas.

9.07 Common Area. Each Owner will have a nonexclusive easement for use and enjoyment in and to all Common Areas, which will be appurtenant to and will pass with title to each Owner's Lot, subject to the following rights:

- (A) The right of the Association, after notice and hearing if required by law, to suspend the Owner's right to use the Common Area for any period during which an Assessment against the Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the Restrictions.
- (B) The right of Declarant or the Association, as applicable, to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for any purposes and subject to any conditions as may be deemed reasonable by Declarant, in its sole discretion, or, in the case of the Association, approved by a two-thirds (2/3) vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

- (C) The right of Declarant or the Association, as applicable, to promulgate reasonable rules and regulations regarding use of the Common Area.
- (D) The right of Declarant or the Association, as applicable, to contract for services with third parties on any terms as Declarant or the Association may determine.

9.08 Self-Help Easement. Each Owner grants to the Association an easement on, over, and across its Lot for purposes of curing any violation of the restrictions, covenants, and obligations set forth in this Declaration.

ARTICLE 10 MISCELLANEOUS

10.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Midland County, Texas, and will continue in effect for a period of twenty (20) years after which it will be automatically extended for successive periods of ten (10) years each, unless amended or extinguished as set forth in Section 10.02.

10.02 Amendment. This Declaration may be amended or terminated by the recording in Official Public Record of Midland, Texas, of an instrument executed and acknowledged by: (a) Declarant acting alone; or (b) by the President and Secretary of the Association setting forth the amendment or termination and certifying that such amendment or termination has been approved by Declarant (until expiration or termination of the Development Period) and Members entitled to cast at least sixty-seven percent (67%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose. No amendment will be effective without the written consent of Declarant, its successors or assigns, during the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Declaration: (i) to bring any provision into compliance with applicable law; (ii) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (iv) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

10.03 Notices. Any notice permitted or required to be given to any Person by this Declaration will be in writing and may be delivered either personally or by mail, or as otherwise required by applicable law. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association.

10.04 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed, governed and enforced under the laws of the State of Texas.

10.05 Enforcement and Nonwaiver. Except as otherwise provided herein, any Owner at his own expense, Declarant, the Association, and the Board shall have the right to enforce any and all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any provision at any time will not constitute a waiver of the right to enforce the provision or any other provision in the future. Further, the violation of any of the Restrictions by an Owner or the Owner's family, guests, tenants, lessees, or licensees will authorize the Board, acting on behalf of the Association, to avail itself of any one or more of the following

remedies in addition to any other available remedies: (a) the imposition of a special charge or fine per violation according to the fine schedule established from time to time by the Board; (b) the suspension of the Owner's rights to use any Common Area or other Association property so long as a violation exists; (c) the right to cure or abate the violation and to charge any related expenses to the Owner; and (d) the right to seek injunctive and any other relief provided or allowed by law against the violation and to recover from the Owner all of the Association's related expenses and costs, including but not limited to attorney fees and court costs. Before the Board may invoke the remedies provided above, it must give notice of the alleged violation to the Owner in the manner specified in Section 10.03 and must give the Owner an opportunity to request a hearing. If, after the hearing, or if no hearing is requested, after the deadline for requesting a hearing has passed, the Board determines that a violation exists, the Board's right to proceed with the listed remedies will become absolute. Each day a violation continues will be deemed a separate violation. All unpaid special charges imposed under this Section for violation of the Restrictions will be the personal obligation of the Owner of the Lot for which the special charge was imposed and will become a lien against the Lot and all Improvements on it. The liens will be prior to any declaration of homestead and the Association may enforce payment of the special charges in the same manner as provided in Article 8. Despite any provision in this Section to the contrary, the Board will not be required to afford an Owner a hearing before the filing of a lawsuit to collect past-due Assessments.

10.06 Construction. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion of a provision will not affect the validity or enforceability of any other provision or portion of a provision. Unless the context requires a contrary construction, the singular includes the plural and the plural the singular, and the masculine, feminine, or neuter each includes the masculine, feminine, and neuter. All headings and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles in this Declaration. This Declaration shall be construed in accordance with the laws of the State of Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this ____ day of _____, 2025.

DECLARANT:

Black Family Partnership, Ltd.,
a Texas limited partnership

By: Black & Crump, Inc.,
a Texas corporation, its General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____ of Black & Crump, Inc., a Texas
corporation, the General Partner of Black Family Partnership, Ltd., a Texas limited partnership, on behalf
of such entity, and in the capacity herein stated.

Notary Public, State of Texas

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY





Planning and Zoning Commission Meeting

Item Number: 6.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Madelim Jaquez, Planner
Subject: Motion approving a Final Plat of Solomon Estates, Section 3, being a replat of Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas (Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane)

Purpose:

Dunaway Associates, on behalf of Black Family Partnerships, is requesting to replat a property located at 5407 and 5315 Alysheba Lane to create a private residential subdivision.

Recommended Action:

Approve

Fiscal Impact:

No impact

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

PD, Planned Development District for Housing Development.

Final Plat Requirements:

The official signed Mylar copy of the final plat, the original tax certificate from the Midland Central Appraisal District and a title opinion have been received. All other conditions for final plat approval have been satisfied.

The final plat attached hereto has been circulated to all City departments for review.

Below are the departments' comments.

Engineering: (Approved)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Refer to Transportation's Comment's. [For Applicant's Information Only.]

PAVING: Mockingbird Ln. roadway okay as is. No public paving improvements required. Alysheba roadway okay as is. No public paving improvements required. [For Applicant's Information Only.]

WATER: 8" water exists in Alysheba Street E of tract, okay as is. No public water improvements required. 16" water exists in Mockingbird Ln. Street E of tract, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: : Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: 8" sewer exists in Alysheba Street E of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Show compliance with Jal and Midland Draw Watershed Drainage Study, prepared by Freese and Nichols and approved by City on 02/20/2026. [Reference City Code Sect. 11-2-3(D)8]

EASEMENTS: Show existing & Proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

Fire: (Approved)

The Fire Department has reviewed the final plat and has no objection to approval. This approval is limited to platting only and does not constitute approval of fire code compliance or guarantee of adequate fire protection infrastructure. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903). Compliance will be verified during the civil plan review and building permit submittal.

Oil and Gas: (Approved)

No oil & gas issues

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

GIS: (Approved)

No comments.

CRMWD: (Approved)

We do not have any comments on this plat.

Addressing: (Approved)

No comments

Health: (Approved)

The lots are close to a public sewer line, no need for a septic systems.

Planning: (Approved)

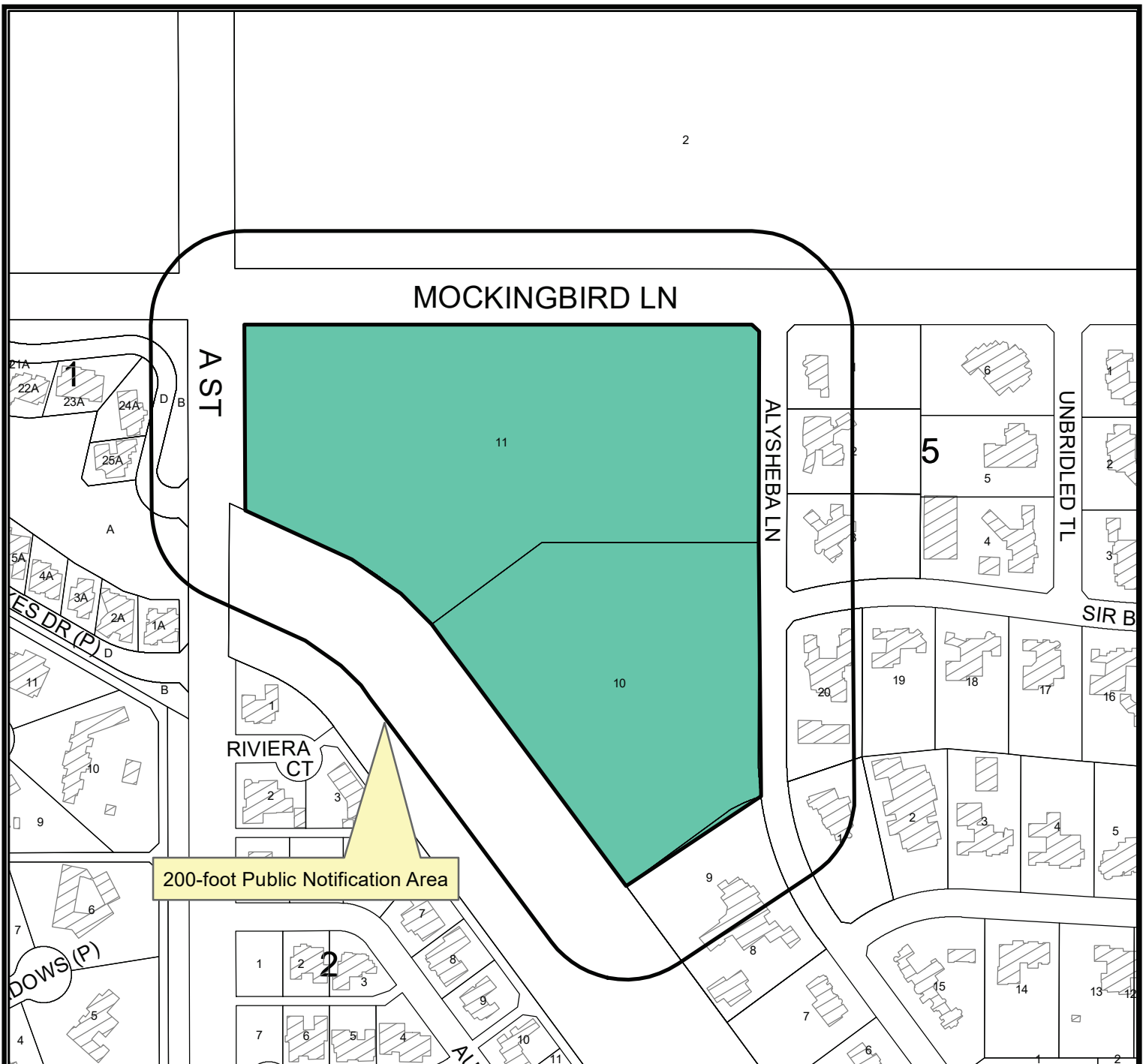
Staff recommends approval of the Final Plat of Solomon Estates, Section 3.

Attachments:

- A. P-26-2478, Combined files
- B. P&Z - - Solomon Estates, Section 3 Final

Madelim Jaquez, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/27/2026
Final Approval - 7/30/2026



Location Map

SUB-25-0919

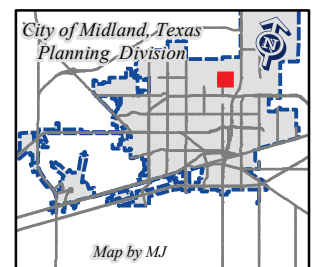
Scale: 1" = 2,000'

Proposed plat of Solomon Estates, Section 3, being a replat of Lots 10 and 11, Block 2, Solomon Estates, Section 2, City and County of Midland, Texas.

Generally located at the southeast corner of the intersection of North A Street and Mockingbird Lane. (Council District 1)

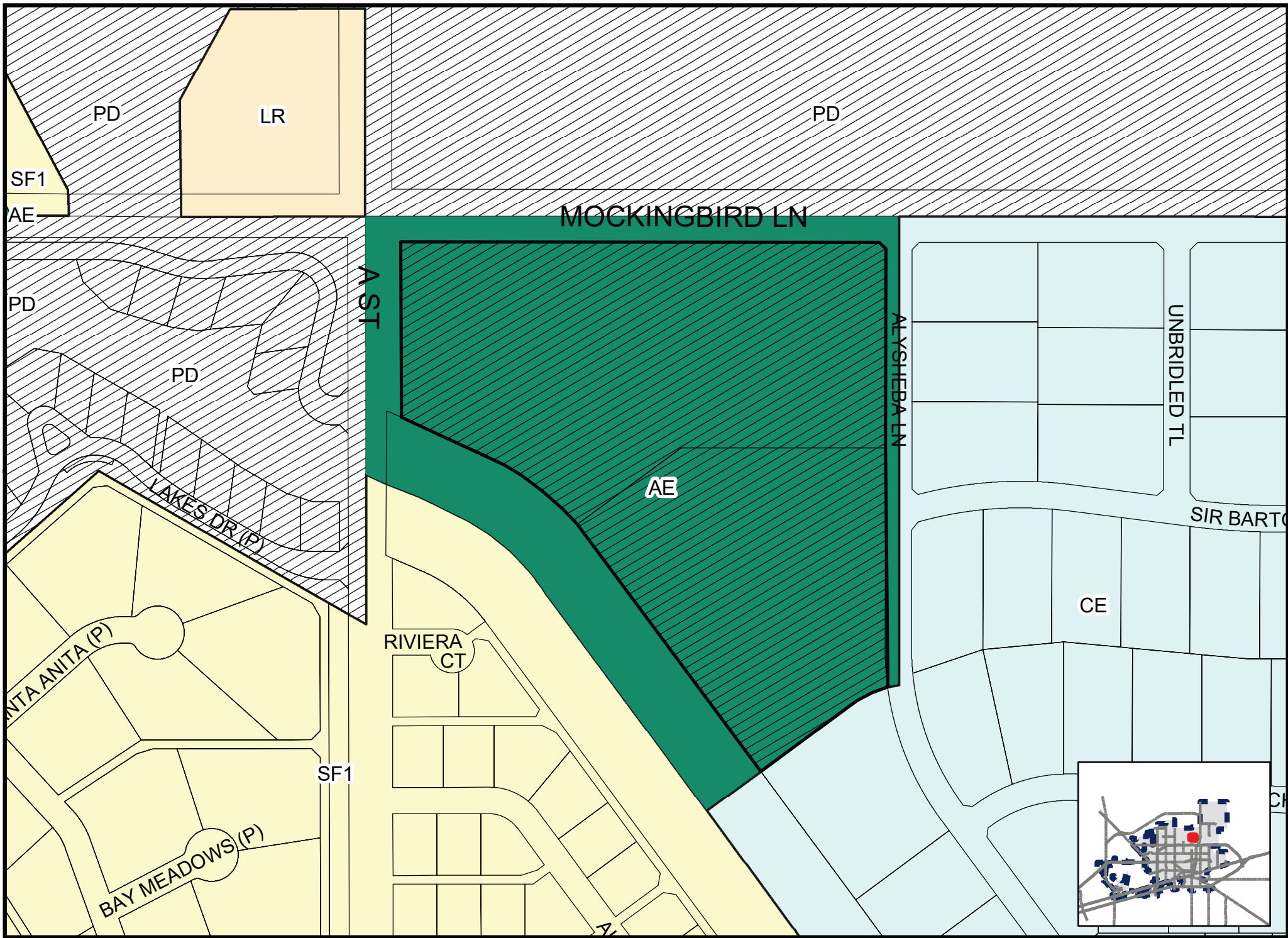
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

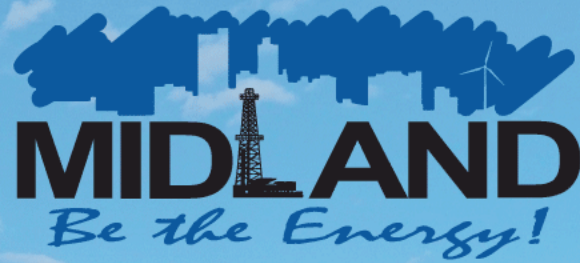


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FINAL PLAT SOLOMON ESTATES, SECTION 3

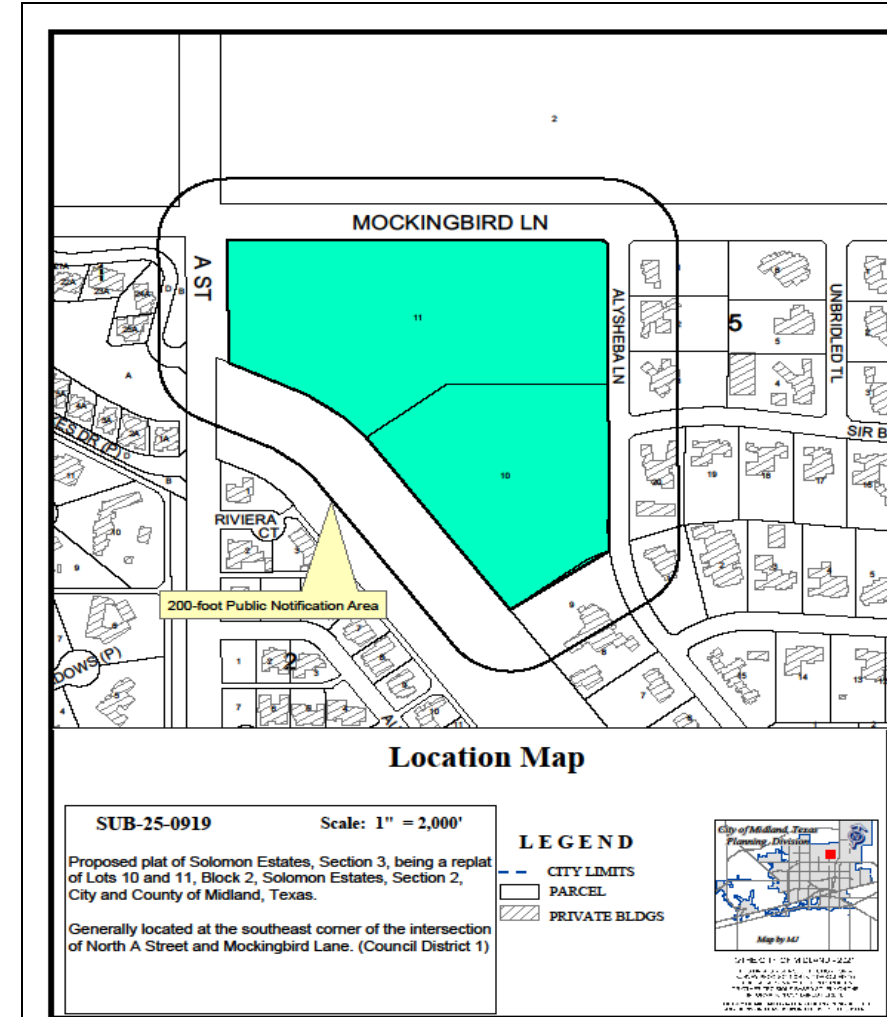


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APPLICATION SUMMARY

- **Property Owner:** Black Family Partnerships
- **Representative:** Melanie Martinez, with Dunaway Associates
- **Location:** 5315 and 5407 Alysheba Lane (Council District 1)
- **Reason for Request:** To create a private residential subdivision

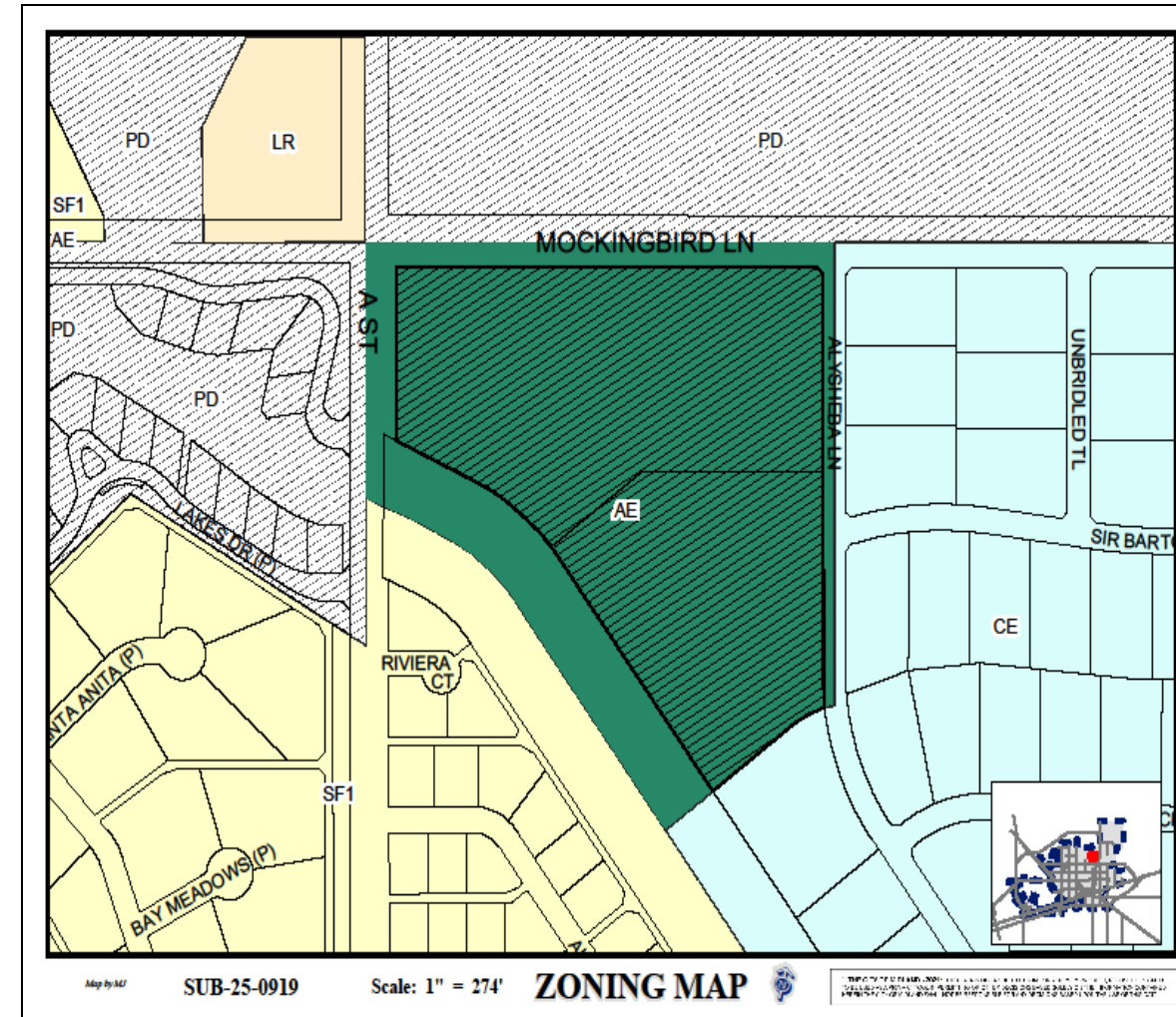


3

- 
- MIDLAND**
Be the Energy!

ZONING

- **Current Zoning:** PD, Planned Development District for Housing Development
- **Surrounding Zoning:**
 - **North:** PD, Planned Development District for a Recreation Center
 - **West:** PD, Planned Development District for a Housing Development
 - **South:** SF1, Single-Family Dwelling District
 - **East:** CE, Country Estate District



LAND USE

- **Current Use:** Single-Family Dwelling
- **Surrounding Uses:**
 - **North:** Country Club
 - **South/East/West:** Single-Family Housing
- **Proposed Use:** Single-Family Housing



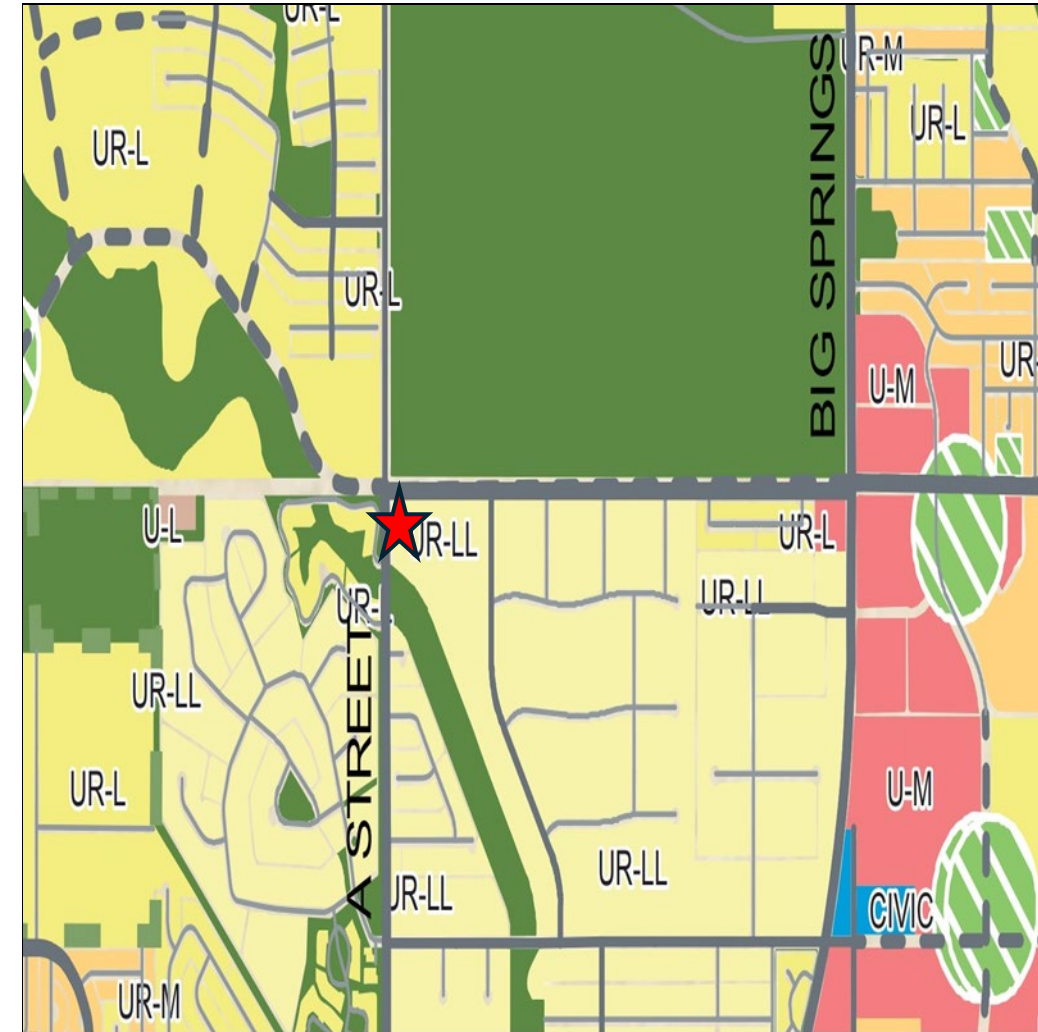


On Alysheba Lane, Looking West.



COMPREHENSIVE PLAN

- **Land Use Designation:** Urban Residential-Large Lot, (UR-LL)
- **Supported Uses:** Supports neighborhoods with large lots consisting of single-family homes.
- The request is compatible with the *Tall City Tomorrow Comprehensive Plan*



RELATED ITEMS

- The zone change request from AE, Agricultural Estate District to PD, Planned Development District for a Housing Development was approved at the June 9, 2026, City Council meeting.



STAFF'S RECOMMENDATION

- The Planning & Zoning Commission approved the preliminary plat on December 15, 2025.
- The Planning & Zoning Commission approved the preliminary plat reinstatement July 6, 2026.
- Staff recommends approval of this request.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.





Planning and Zoning Commission Meeting

Item Number: 7.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Angelina Bettanini, Planner II
Subject: Motion approving a Final Plat of Bankhead Addition, Section 14, being a plat of a 0.95-acre tract of land out of Section 33, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas. (Generally located on the east side of Bankhead Highway, approximately 345 feet south of West Front Street.)

Purpose:

This item was withdrawn by the applicant and should not be considered.

Recommended Action:

No Action

Fiscal Impact:

None.

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Attachments:

None

Angelina Bettanini, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/30/2026
Final Approval - 7/30/2026



Planning and Zoning Commission Meeting

Item Number: 8.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Lori Elliott, Planner
Subject: Motion approving a Final Plat of South Park Addition, Section 9, being a replat of Lot 1, Block 4, South Park Addition, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of East Dakota Avenue and South Atlanta Street)

Purpose:

Magrym Consulting, on behalf of Jorge Chavez, is requesting to replat property located on the west side of South Atlanta Street into two lots in order to obtain building permits for future residential development.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

SF-2, Single-Family Dwelling District.

Preliminary Plat Approval:

The preliminary plat was approved at the February 17, 2026, Planning and Zoning Commission meeting.

Final Plat Requirements:

The official signed Mylar copy of the final plat, the original tax certificates from both Midland County and the Midland Central Appraisal District and a title opinion have been received. All other conditions for final plat approval have been satisfied.

The final plat attached hereto has been circulated to all City departments for review.

Below are the departments' comments.

Engineering: (Approved)

IMPACT FEES: Okay as shown. [For Applicant's Information Only.]

ROW: Refer to transportation's comments, if any. [For Applicant's Information Only.]

PAVING: Dakota and Atlanta roadways okay as is. No public paving improvements required. [For Applicant's Information Only.]

WATER: 6" water exists in Atlanta Street, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: 6" sewer exists in alley west of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Drainage study not required for development into single family residences. Development considered infill. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

Fire: (Approved)

The Fire Department has reviewed the final plat and has no objection to approval. This approval is limited to platting only and does not constitute approval of fire code compliance or guarantee of adequate fire protection infrastructure. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903). Compliance will be verified during the civil plan

review and building permit submittal.

Oil and Gas: (Approved)

No oil and gas issues.

AT&T: (Approved)

No issues.

Building Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Addressing: (Approved)

Approved - Received revised plat on 7/28/26. All changes were made as requested.

GIS: (Approved)

Check legal description. Lot number appears incorrect. Confirm that the portion in Primitive Baptist Church is a tract and not a lot (based on deed). Label surrounding subdivision names. Lot numbers would be 1A and 1B. Section number can be 9. Legal should show that plat is in the City. Add direction and street type to Atlanta.

HEALTH DEPARTMENT: (Approved)

The lots are close to a public sewer line, no need for a septic systems.

CRMWD: (Approved)

No comments or issues.

Planning: (Approved)

Staff recommends approval of the Final Plat of South Park Addition, Section 9.

Attachments:

- A. P-26-2576, South Park Addition, Section 9, Combined_Redacted
- B. P&Z - - South Park Addition, Section 9 Final

Lori Elliott, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/29/2026
Final Approval - 7/30/2026

SOUTH PARK SECTION 9

BEING A REPLAT OF LOT 4, BLOCK 4, SOUTH PARK ADDITION
AND ALL OF TRACT 3, PRIMITIVE BAPTIST CHURCH TRACT,
CITY AND COUNTY OF MIDLAND, TEXAS.

STATE OF TEXAS §
COUNTY OF MIDLAND §

OWNER'S CERTIFICATE:

WHEREAS, JORGE CHAVEZ IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN LOT 4, BLOCK 4, SOUTH PARK ADDITION CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE PARTICULARLY DESCRIBED (AS FOLLOWS)

WHEREAS, JORGE CHAVEZ IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN LOT 4, BLOCK 4, SOUTH PARK ADDITION CITY AND COUNTY OF MIDLAND, TEXAS, AND MORE PARTICULARLY DESCRIBED (AS FOLLOWS)

FIELD NOTE DESCRIPTION OF A 0.386 ACRE TRACT OF LAND, BEING ALL OF LOT 4, BLOCK 4 SOUTH PARK ADDITION AS PER PLAT RECORDED IN, CABINET C, PAGE 117, PLAT RECORDS, MIDLAND COUNTY, TEXAS, AND TRACT 3 PRIMITIVE BAPTIST ADDITION, AN ADDITION TO THE CITY OF MIDLAND AS PER PLAT RECORDED IN, CABINET B, PAGE 116, PLAT RECORDS, MIDLAND COUNTY, TEXAS, SAID 0.386 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINFORCING BAR FOUND (N 10691052.57, E 1760234.98) IN THE WEST RIGHT-OF-WAY LINE OF ATLANTA AND IN THE SOUTH RIGHT-OF-WAY LINE OF EAST DAKOTA AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT, SAME BEING THE NORTHEAST CORNER OF THAT LOT 3, BLOCK 1;
THENCE SOUTH 0°35'13" EAST 120.00 FEET TO A REINFORCING BAR SET IN THE WEST RIGHT-OF-WAY LINE OF ATLANTA FOR THE SOUTHEAST CORNER OF THIS TRACT;
THENCE SOUTH 89°24'47" WEST 140.00 FEET TO A REINFORCING BAR SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
THENCE NORTH 0°35'13" WEST 120.00 FEET TO A REINFORCING BAR SET IN THE SOUTH RIGHT-OF-WAY LINE OF EAST DAKOTA AVENUE FOR THE NORTHWEST CORNER OF THIS TRACT;
THENCE NORTH 89°24'47" EAST 140.00 FEET TO THE PLACE OF BEGINNING.

AREA, BEARINGS AND DISTANCES SHOWN ARE GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND CONFORM TO THE TEXAS COORDINATE SYSTEM TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

ACKNOWLEDGEMENT:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADAPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS SOUTH PARK SECTION 7, AN ADDITION TO THE CITY OF MIDLAND, TEXAS, AND, HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS AND EASEMENTS (AND PARKWAYS) (AND DRAINAGE BASINS) (INCLUDE ALL THAT APPLY) SHOWN THEREON.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS _____ DAY OF _____ 20____

JORGE CHAVEZ

STATE OF TEXAS §
COUNTY OF MIDLAND §

THIS PLAT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____ 20____ BY JORGE CHAVEZ.

NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

CERTIFICATE OF APPROVAL:

FOR APPROVAL BY THE CITY PLANNING AND ZONING COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF SOUTH PARK SECTION 7 WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____ 20____

SIGNED: CHAIRMAN: ABRAHAM BEJIL

ATTEST: SECRETARY: LONDON OCHOA

SURVEYOR'S CERTIFICATE:

THAT I, RJ DAUM, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MIDLAND, TEXAS.



RJ DAUM
TEXAS RPLS 4826

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET _____
DATE _____ PAGE _____



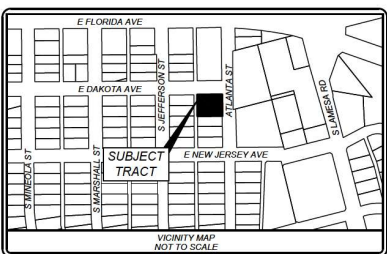
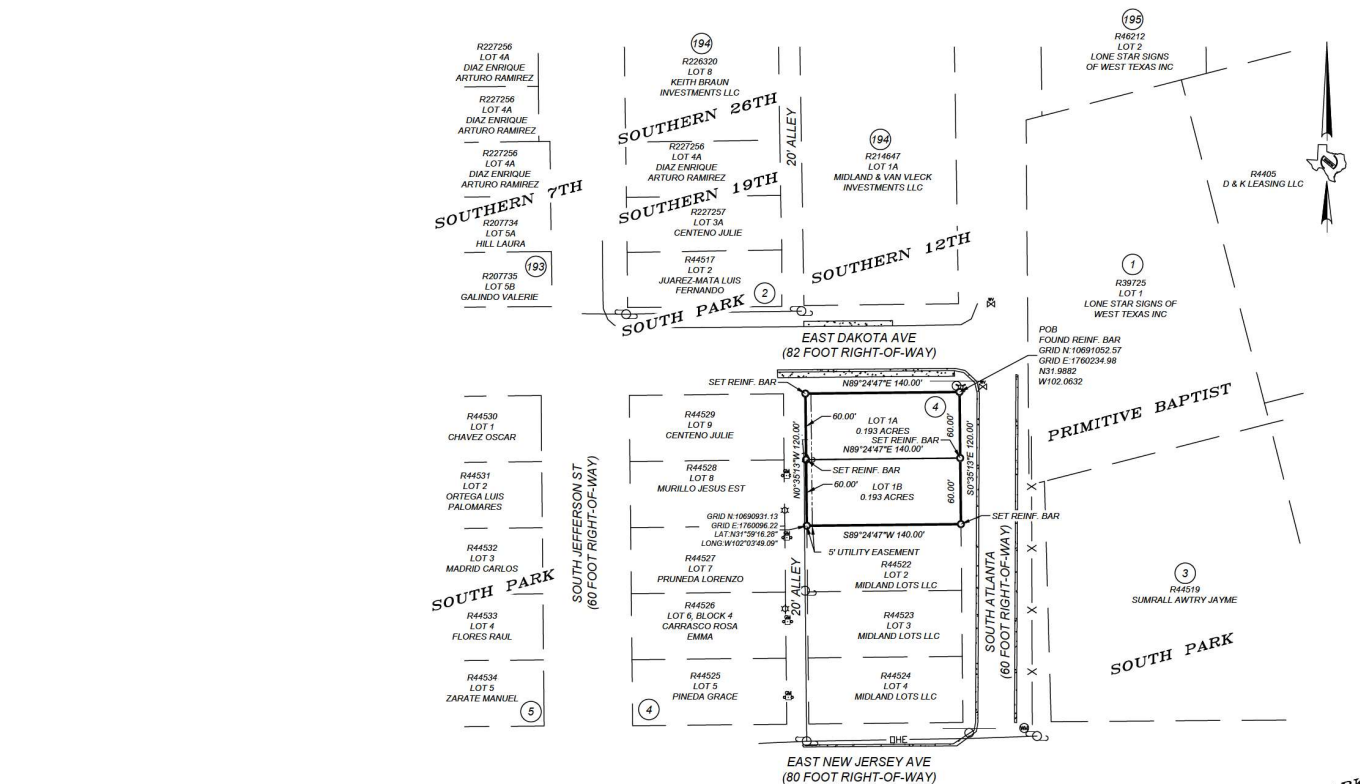
KNOW WHAT'S BELOW.
CALL BEFORE YOU DIG.

SCALE 1" = 80'
0 50' 100' 200'

DATE 08/21/2025	
DRAWN BY: ED	
CHECKED BY: ED/RJ	
JOB NO: 25-496	
PROJECT: 25-496	
SHEET 1 OF 1	REVISIONS



Magrym Consulting, Inc.
800 N. Marlenfeld St. Ste 100
Midland, TX 79701
(432) 684-5548
www.magrym.com



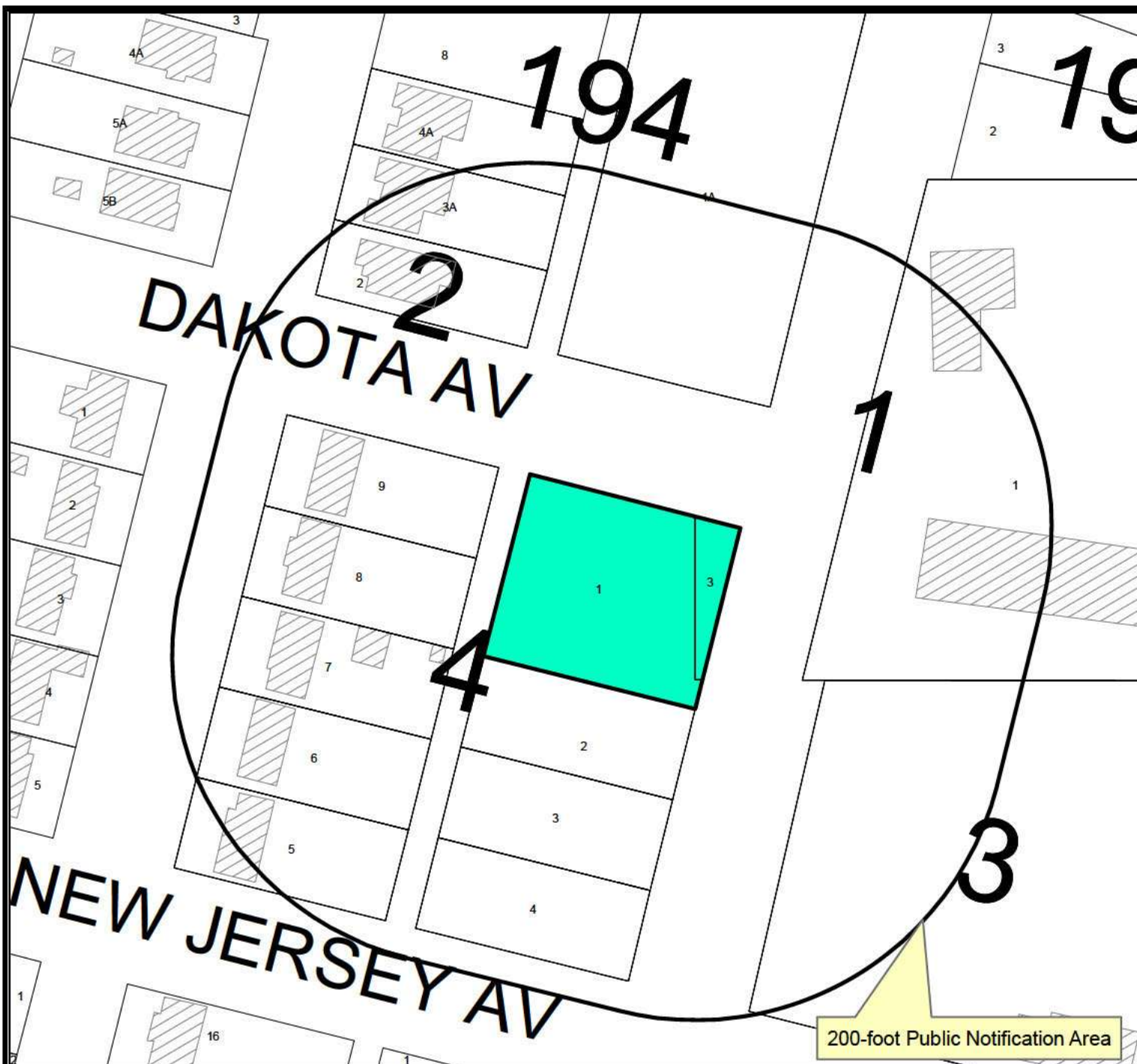
- LEGEND:
- UTILITY EASEMENT
 - MONUMENT AS DESCRIBED
 - PROPERTY LINE
 - ADJOINING PROPERTIES
 - UTILITY EASEMENT
 - OVERHEAD ELECTRIC
 - UTILITY POLE
 - FIRE HYDRANT
 - WATER VALVE
 - GAS METER
 - WATER METER
 - FENCE LINE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES:

- SIGNED: ONCOR ELECTRIC DELIVERY COMPANY
- SIGNED: AT&T TEXAS
- SIGNED: AT&M ENERGY
- SIGNED: OPTIMUM COMMUNICATIONS
- SIGNED: ASTOUND COMMUNICATIONS

NOTES:

- BEARINGS, DISTANCES AND ACREAGE SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE TEXAS COORDINATE SYSTEM TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.
- MONUMENTS ARE A 1/2 INCH REINFORCING BAR SET WITH YELLOW PLASTIC CAP STAMPED "MAGRYM" UNLESS OTHERWISE NOTED.
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
- INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASE OF FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.
- THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) ANY LOT IS RE-PLATTED FOR SUBDIVISION INTO MORE THAN ONE TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
- PROPERTY IS IN ZONE X ACCORDING TO FEMA MAP PANEL 48329C0202F WITH AN EFFECTIVE DATE OF 9/16/2005.



200-foot Public Notification Area

Location Map

SUB-26-0932

Scale: 1" = 600'

Proposed plat of South Park Addition, Section 9, being a replat of Lot 1, Block 4, South Park Addition, and all of Tract 3, Primitive Baptist Church Tract, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of East Dakota Avenue and South Atlanta Street. (Council District 2)

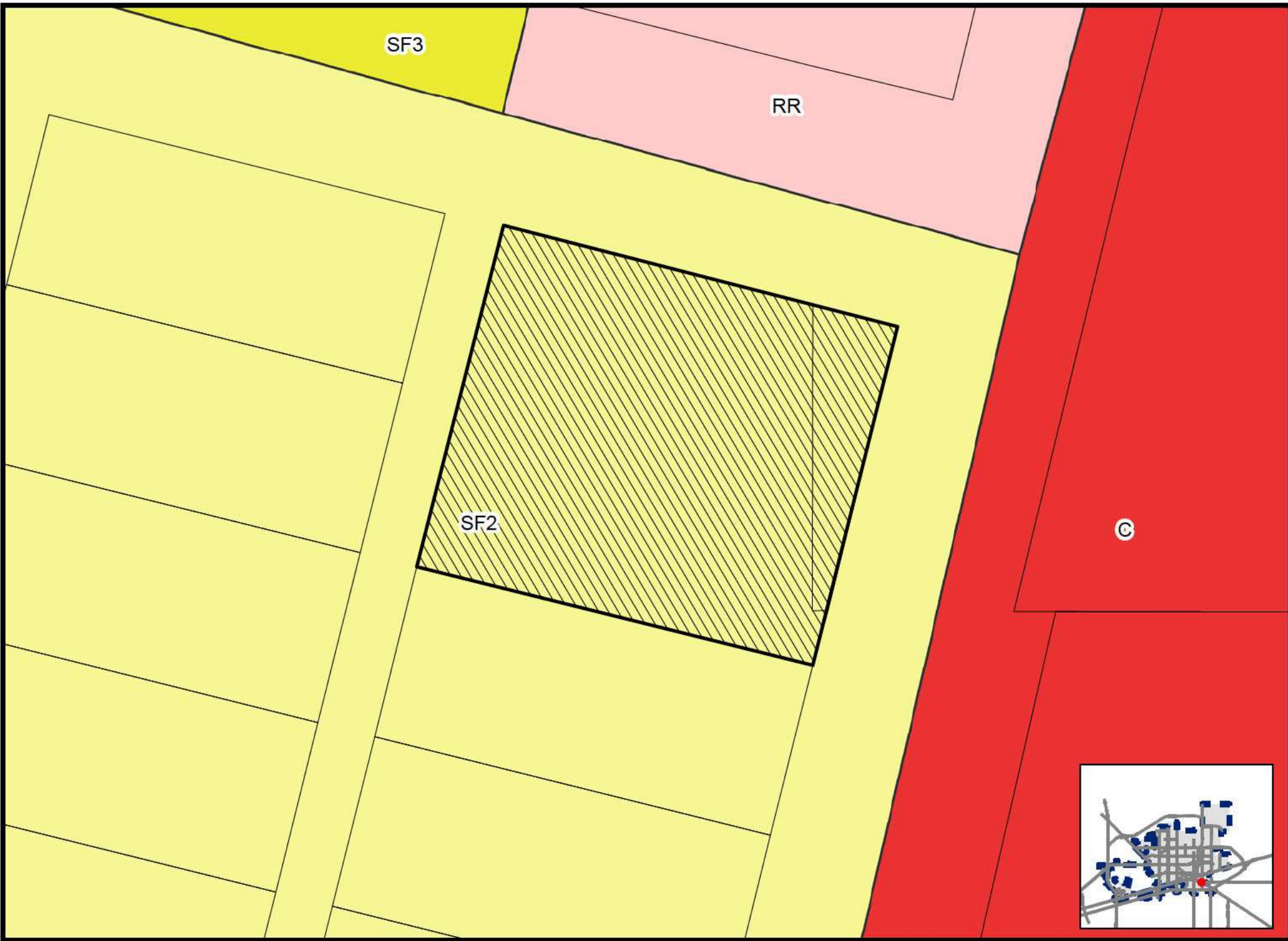
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



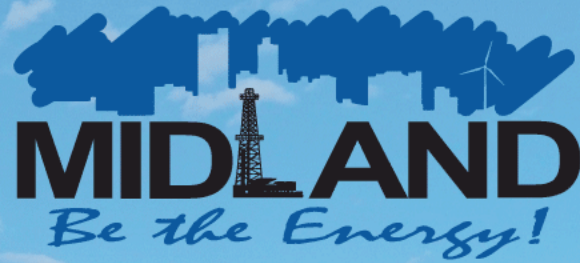
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FINAL PLAT SOUTH PARK ADDITION, SECTION 9

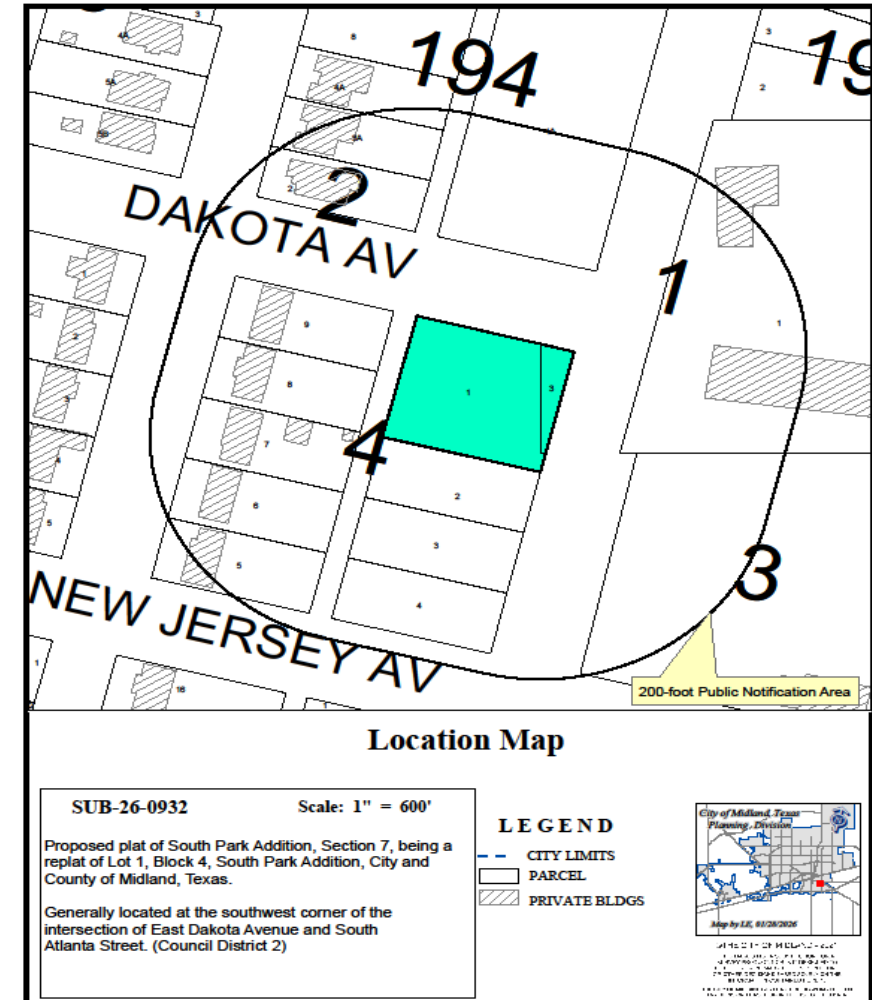


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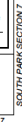
APPLICATION SUMMARY

- **Property Owner:** Jorge Chavez
- **Representative:** Eduardo Aleman, with Magrym Consulting
- **Location:** Generally located at the southwest corner of the intersection of East Dakota Avenue and South Atlanta Street. (Council District 2)
- **Reason for Request:** Platting in order to acquire construction permits for future residential development



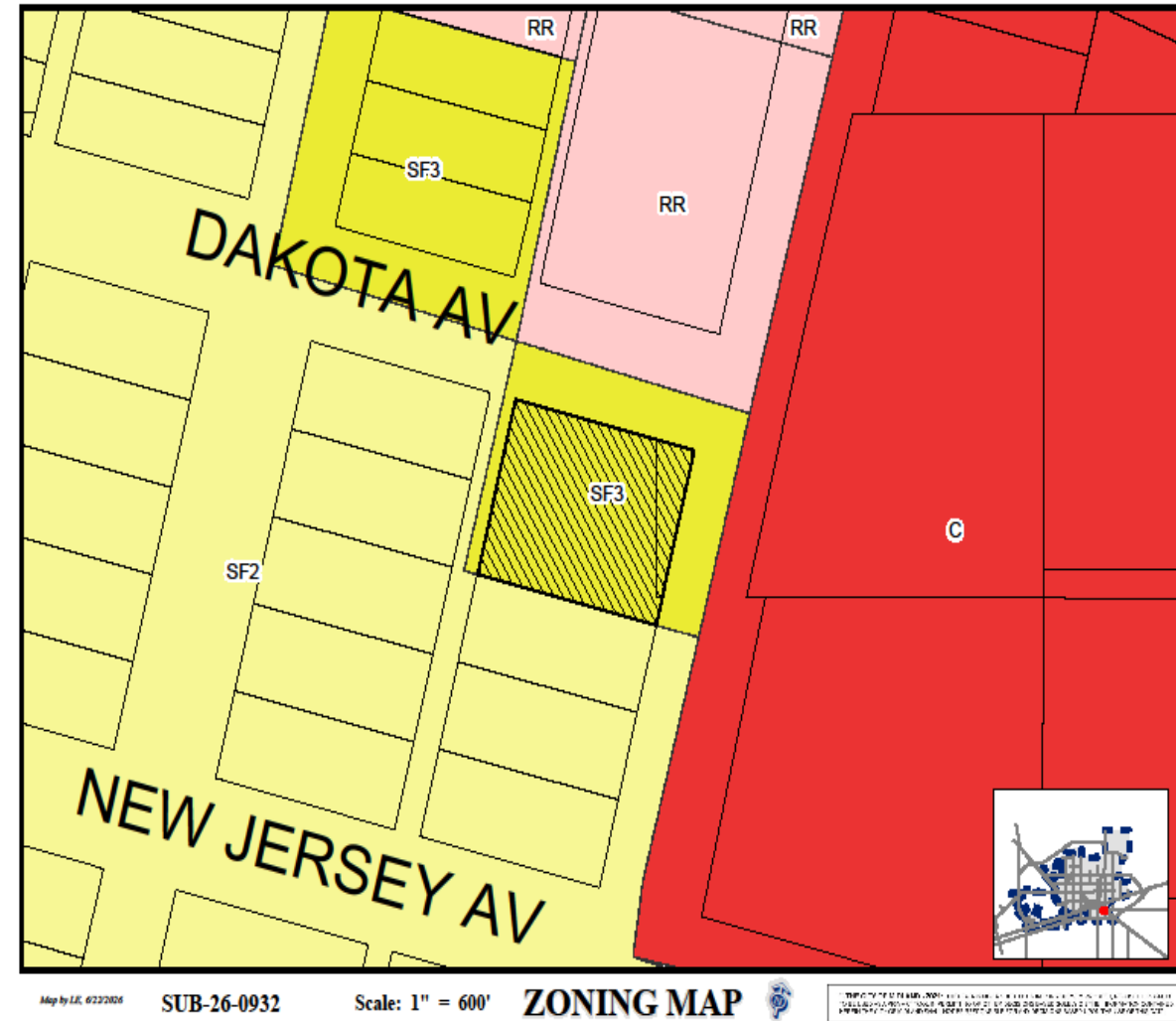
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ZONING

- **Current Zoning:** SF-3, Single-Family Dwelling District
- **Surrounding Zoning:**
 - **North:** RR, Regional Retail District
 - **South/West:** SF-2, Single-Family Dwelling District
 - **East:** C, Commercial District



Map by L.E. 0222026

SUB-26-0932

Scale: 1" = 600'

ZONING MAP



THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A LEGAL DOCUMENT. THE OFFICIAL ZONING MAP IS THE ONE ON FILE WITH THE MIDLAND MUNICIPAL CLERK. ANY CHANGES TO THE ZONING MAP WILL BE NOTICED BY THE CLERK AND THE PUBLIC WILL BE NOTICED BY THE CLERK.

LAND USE

- **Current Use:** Vacant Land
- **Surrounding Uses:**
 - **North:** Commercial Building
 - **South/West:** Single-Family Housing
 - **East:** Commercial Yards
 - **Proposed Use:** Single-Family Housing



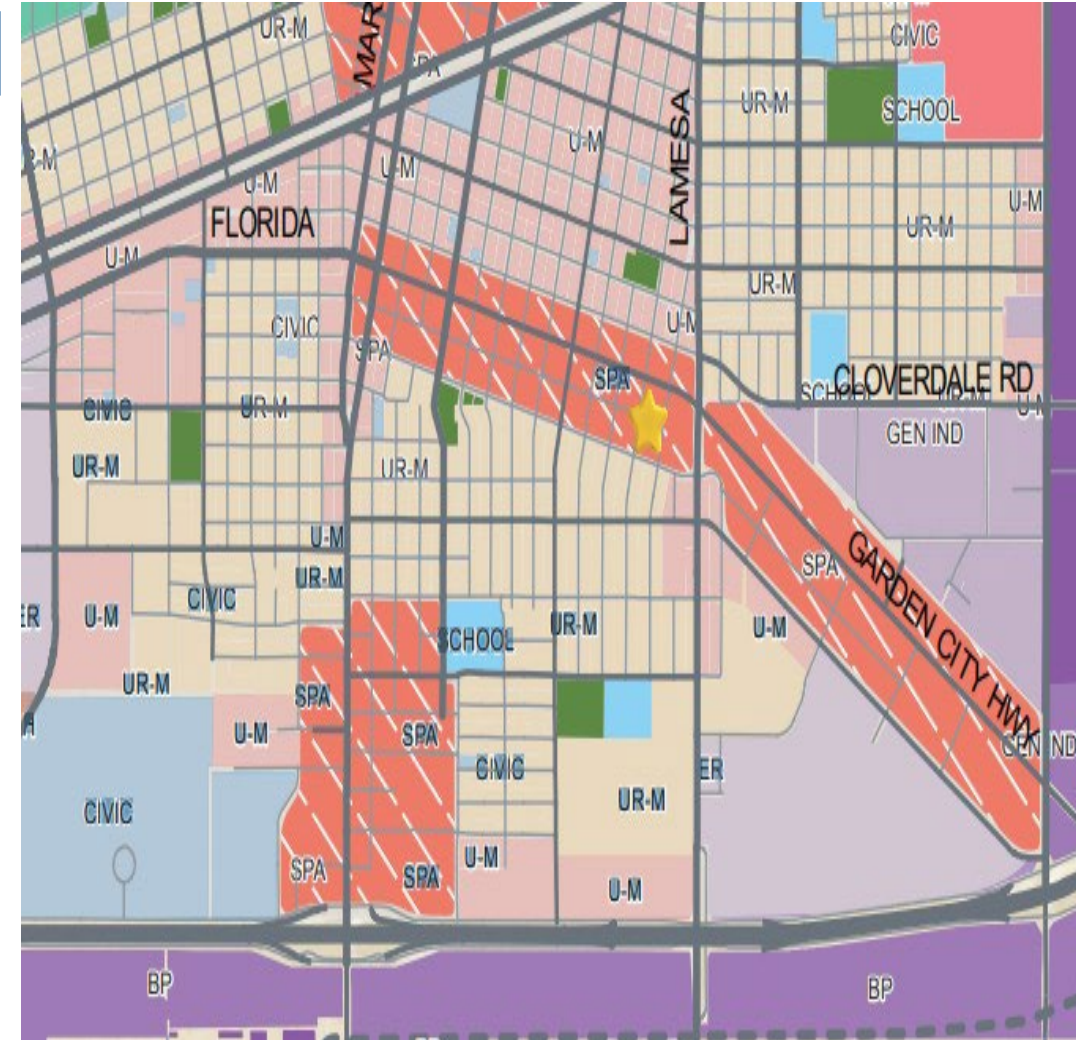


On South Atlanta Street, Looking West



COMPREHENSIVE PLAN

- **Land Use Designation:** Special Study Area, (SPA)
- **Supported Uses:** No policies have been established for this location.



STAFF'S RECOMMENDATION

- Staff recommends approval of the Final Plat of South Park Addition, Section 9.



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.





Planning and Zoning Commission Meeting

Item Number: 9.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Madelim Jaquez, Planner
Subject: Hold a public hearing and consider a request by Maverick Engineering for a zone change from MF-16, Multiple-Family Dwelling District to PD, Planned Development District for Housing Development on a 20.15- acre tract of land out of Section 38, Block 40, T-1-S, T&P RR Co Survey, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of Arlington Road and Deauville Boulevard)

Purpose:

The applicant, Maverick Engineering is requesting a Zone Change from MF-16, Multiple-Family Dwelling District to PD, Planned Development District for Housing Development for the allowance of a multifamily development on a property generally located at the southwest corner of the intersection of Arlington Road and Deauville Boulevard.

Recommended Action:

Informational/Directional

Fiscal Impact:

No impact

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

MF-16, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, are zoned RR, Regional Retail District and are currently vacant land. The properties to the east are zoned RR, Regional Retail District and PD, Planned Development District for Housing Development and are currently vacant land. The properties to the south are zoned SF-3, Single-Family Dwelling District, and are currently single-family residences. The properties to the west do not currently have a zoning as they are in the extraterritorial jurisdiction and are currently vacant land.

Analysis:

The applicant, Maverick Engineering, on behalf of Stonehawk Capital Partners, is seeking a zone change from MF-16, Multiple-Family Dwelling District to PD, Planned Development District for Housing Development, in order to increase the density of a multifamily development. The current density in the MF-16, Multiple-Family Dwelling District zoning is 16 units per acre. The property approximately 20 acres and a total of 468 units are being proposed with a density of 24.6 units per acre.

756 parking spaces are being provided which meets the standard of the City's code for multi-family developments. 25% of these spaces will be garage spaces which also meets the standard established by the code.

There are single-family residential properties to the south of the property. However, as shown on the site plan, a masonry screening wall is being proposed between the property and those residences. The remaining perimeter of the property will have a combination of a wooden fence and a wrought iron fence.

All landscaping shown on the site plan will be considered illustrative, however the property will be required to comply with the City's landscaping regulations, which require 1 tree per 20 parking spaces, 1 tree per 30 linear feet of street frontage, and 10% of the site shall be landscaped with plant material. Additionally, 71,040 SF of the site is being used for recreational facilities, which exceeds the City's standard of 8% or 66,213 SF.

Though the Tall City Tomorrow Comprehensive Plan designates this area as Urban Residential Low (UR-L) calling for single-family detached dwellings, the more intense Regional Retail zoning to the north of the properties makes this location unideal for single-family development. Generally, having single-family located next to more intense commercial uses like those allowed in RR could have an adverse effect on the residents. The multi-family would help as a transition between the more intense commercial and less intense residential.

The proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

The Fire Department has reviewed the proposed zoning change and has no objection at this time. This review is limited to the zoning request only and does not constitute approval of future site development, construction, or occupancy. All future development shall comply with the 2015 International Fire Code (IFC), local amendments, and all applicable fire and life safety requirements, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (IFC §507.5), fire protection systems (IFC §903), and emergency responder access, which will be reviewed during the site plan, civil plan, and building permit review process.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering

and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings. [For the Applicant's information only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

The development must landscape all adjacent right-of-way plus an additional 10% of the total lot area (excluding building footprints) with plant material located within front and side yard setbacks. A landscape plan with calculations will need to be provided at the time of applying for a building permit. All landscaping shown on the site plan will be considered illustrative. However, the landscaping plan submitted with the building permit application must meet City standards in order for a building permit to be approved. Planning and Zoning approve this Zone Change, staff recommends that it be subject to the below conditions.

Conditions:

- A. That the Property shall significantly conform to the site plan attached hereto as Exhibit B.**
- B. That the maximum density shall not exceed 24.6 dwelling units per acre; provided, however, that the maximum number of dwelling units on the Property shall not exceed 468.**
- C. That the landscaping shown on the site plan shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

Letters of Objection:

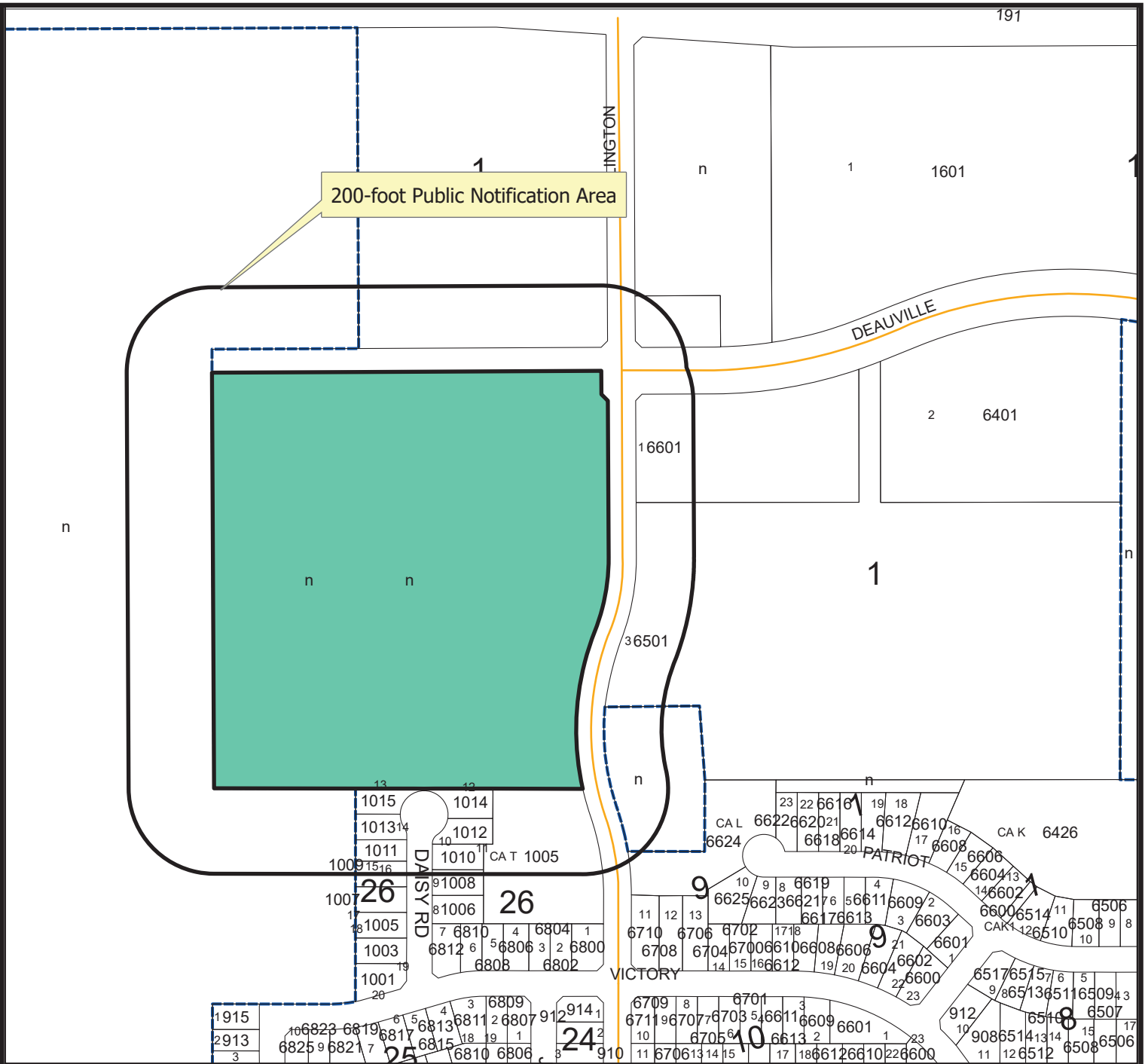
Staff has not received any letters of objection as of July 27, 2026.

Attachments:

A. Z-26-0485, Combined files

Madelim Jaquez, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/28/2026
Final Approval - 7/31/2026



Location Map

Z-26-2585

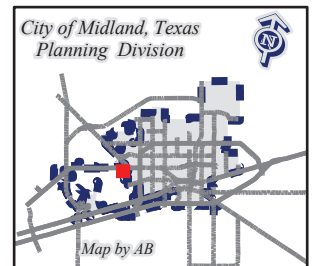
Scale: 1" = 339'

Consider a request by Maverick Engineering for a zone change from MF-16, Multiple-Family Dwelling District to PD, Planned Development District for a Housing Development on a 20.15-acre tract of land out of Section 38, Block 40, T-1-S, T&P RR Co Survey, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Arlington Road and Deauville Boulevard (Council District 4)

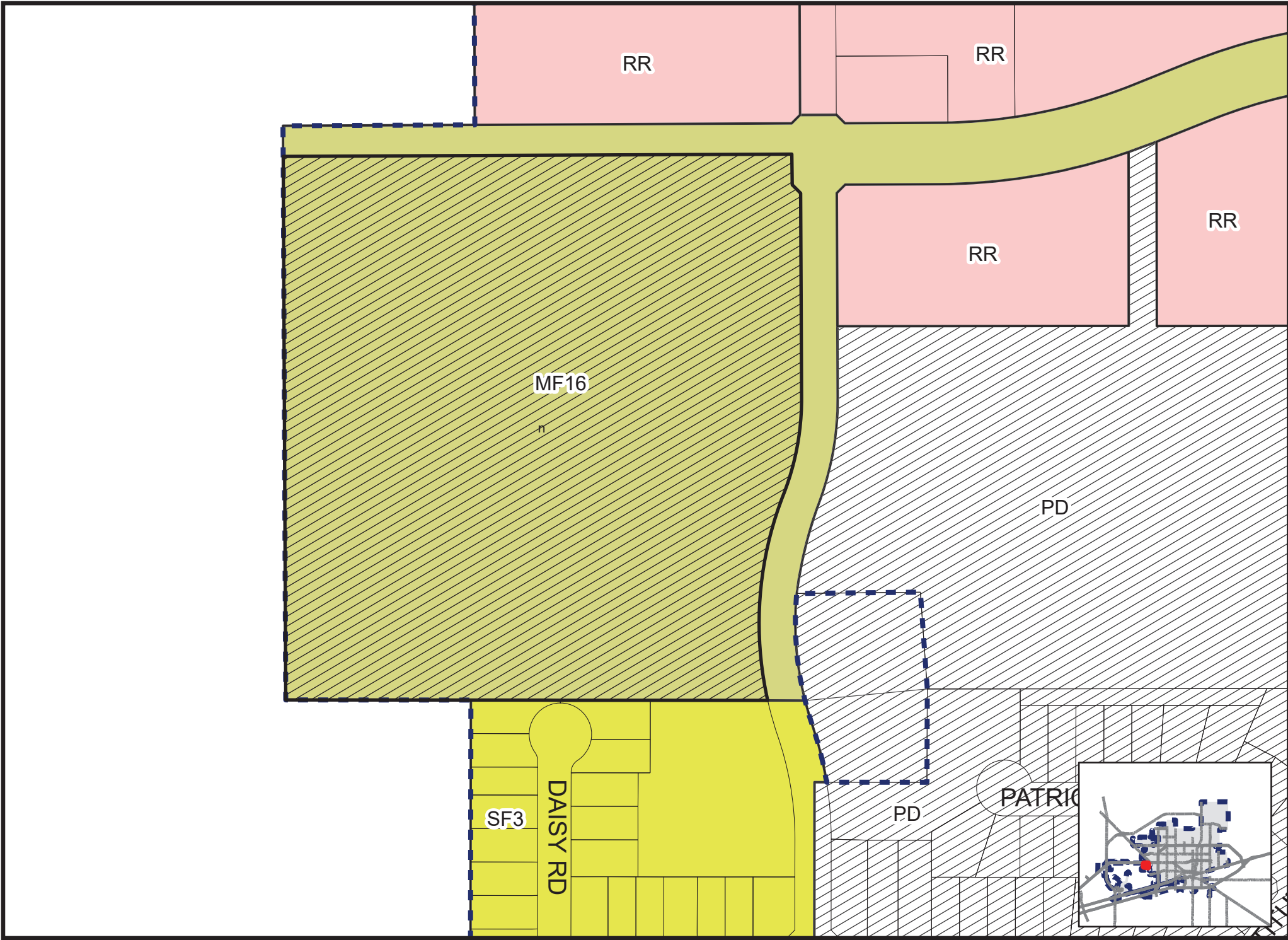
LEGEND

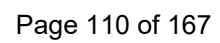
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Planning and Zoning Commission Meeting

Item Number: 10.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Madelim Jaquez, Planner
Subject: Hold a public hearing and consider a request for a Preliminary Plat of Western Mesa, Section 2 being a replat of Lots 2 and 3, Block 10, Western Mesa, City and County of Midland, Texas (Generally located on the west side of North L Street, approximately 25 feet south of Ventura Avenue)

Purpose:

Durn Henington, on behalf of Shady Bend Properties, LLC, is requesting to replat a property located at 2703 and 2705 N L Street to combine lots for a new construction.

Recommended Action:

Approve

Fiscal Impact:

No impact

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

SF-1, Single-Family Dwelling District.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Refer to Transportation's Comment's. [For Applicant's Information Only.]

PAVING: L roadway okay as is. No public paving improvements required. Pine roadway okay as is. No public paving improvements required. [For Applicant's Information Only.]

WATER: 6" water exists in L Street S of tract, okay as is. No public water improvements required. 6" water exists in Pine Street E of tract, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: 8" sewer exists in alley W of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Drainage study not required for development into single family residences. Development considered infill. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: Show contours on plat face. [For Applicant's Information Only.]

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

The Fire Department has reviewed the preliminary plat and has no objection at this time. This review is limited to preliminary plat considerations only and does not constitute full fire code approval. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903), which will be reviewed at the time of civil plan and building permit submittal.

OIL AND GAS: (Approved)

No Oil & Gas Issues

GIS: (Approved)

No comments.

ADDRESSING: (Approved with Conditions)

Remove old lot information from plat drawing

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH: (Approved)

The lots are close to a public sewer line, no need for a septic systems.

SURVEYOR: (Approved)

look all good

PLANNING: (Approved with Conditions)

Groundwater is not being used for this subdivision. Instead, the subdivision will be served by City utilities. [Informational]

Names of abutting property owners with volume/page information (if raw, unplatted) or lot/block/subdivision name (if platted). (The property is platted, please only include subdivision information) [11-2-3(A)1(d)]

Staff recommends approval of the Preliminary Plat of Western Mesa, Section 2, subject to the conditions below.

Conditions:

- A. Approval of this preliminary plat is subject to the Final Plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]**

Attachments:

- A. P-26-2592, Combined files
- B. P&Z - - Western Mesa, Section 2 Preliminary Plat

Madelim Jaquez, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/24/2026
Final Approval - 7/30/2026

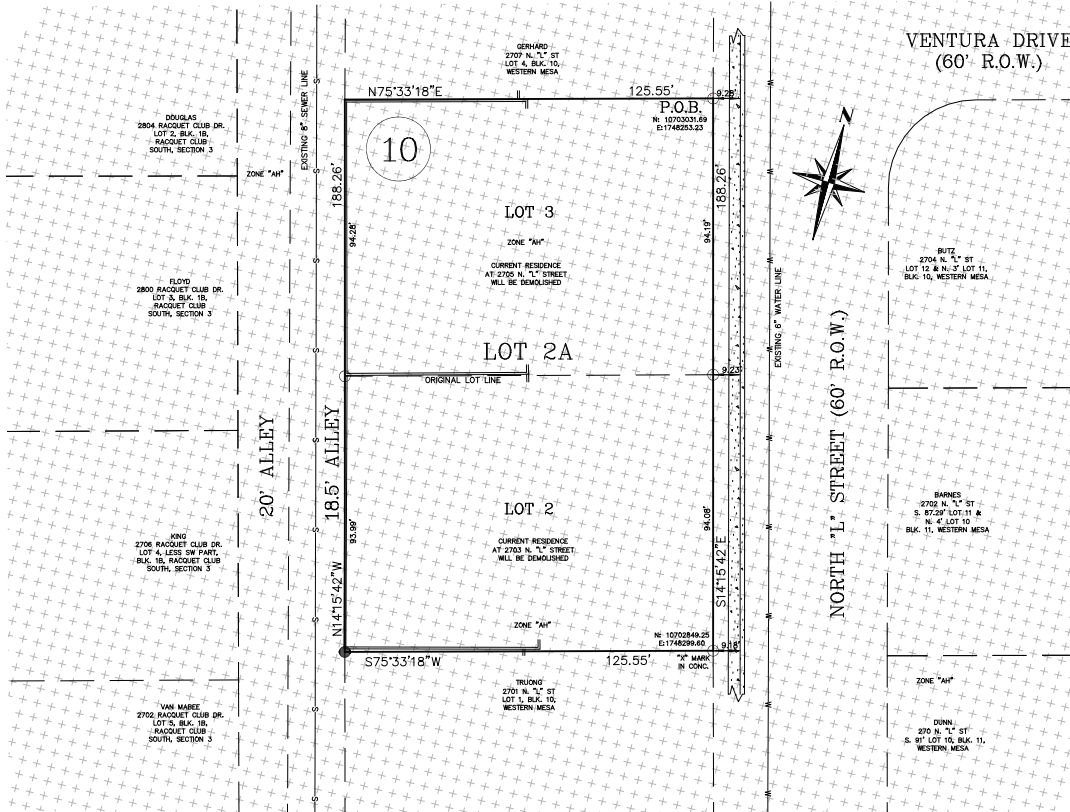


VICINITY MAP
(NOT TO SCALE)

- NOTICE:
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
 3. COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983.
 4. WITH REFERENCE TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, MAP NO. 48329C0088F EFFECTIVE DATE: 09/16/05, THIS SURVEYOR HAS DETERMINED THAT THIS PROPERTY IS LOCATED IN ZONE "AH". AREAS DETERMINED TO BE WITHIN THE 100 YEAR FLOODPLAIN. THIS DETERMINATION SHALL NOT CREATE A LIABILITY UPON SAID SURVEYOR.

PRELIMINARY PLAT WESTERN MESA, SECTION 2

BEING A REPLAT OF LOTS TWO (2) AND THREE (3)
BLOCK TEN (10), WESTERN MESA,
CITY AND COUNTY OF MIDLAND, TEXAS



- LEGEND**
- Set 1/2" L.R.
 - Fnd. 1/2" L.R.
 - W W Existing Water Line
 - PH Fire Hydrant
 - Telephone Junct. Box
 - WW Water Well
 - Wood Fence Line
 - Chain Link Fence Line
 - Pipe Fence Line

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

ATMOS ENERGY Print Name:

OPTIMUM Print Name:

AT&T-TEXAS Print Name:

ONCOR ELECTRIC DELIVERY Print Name:

ASTOUND Print Name:

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, SHADY BEND PROPERTIES LLC, is the record owner of 2703 North "L" Street: LOT TWO (2) and 2705 North "L" Street: LOT THREE (3), BLOCK TEN (10), WESTERN MESA, an addition to the City of Midland, Midland County, Texas, according to the plat recorded in Cabinet B, Page 160, Plat Records of Midland County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SHADY BEND PROPERTIES LLC, being the owner of the land shown on this plat designated as LOT TWO A (2A), BLOCK TEN (10), WESTERN MESA, SECTION 2, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon; and do hereby give an easement of ingress and egress to the City of Midland for garbage and trash collection, and location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on said lot or lots until the exact location of said containers therewith have been selected and approved by the Director of Utilities.

WITNESS my hand at _____, this the _____ day of _____, 2026.

By: MILES WALKER SIGNOR

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, MILES WALKER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as the authorized agent, and 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

the _____ day of _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, DURYN HENNINGTON, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

DURYN HENNINGTON, R.P.L.S. 6832
2030 W. CUTHBERT, SUITE 4,
MIDLAND, TEXAS
432-570-6256

CERTIFICATE OF APPROVAL

For approval by the commission:

This is to certify that the above and foregoing plat of "NORTH ESTATES, SECTION 6" was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

the _____ day of _____, 2026.

JOSHUA SPARKS, CHAIRMAN

LONDON OCHOA, SECRETARY



PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE: _____

PENNELL LAND SURVEYING, LLC

SURVEYING FIRM #: 10193978

2030 W. Cuthbert, Midland, Texas 79701

(432)570-6256, brucepennell@yahoo.com

JULY 2026

**WESTERN MESA
SECTION 2**



Location Map

SUB-26-0998

Scale: 1" = 108'

Proposed plat of Western Mesa, Section 2 being a replat of Lots 2 and 3, Block 10, Western Mesa, City and County of Midland, Texas.

Generally located on the west side of North L Street, approximately 25 feet south of Ventura Avenue.
(Council District 3)

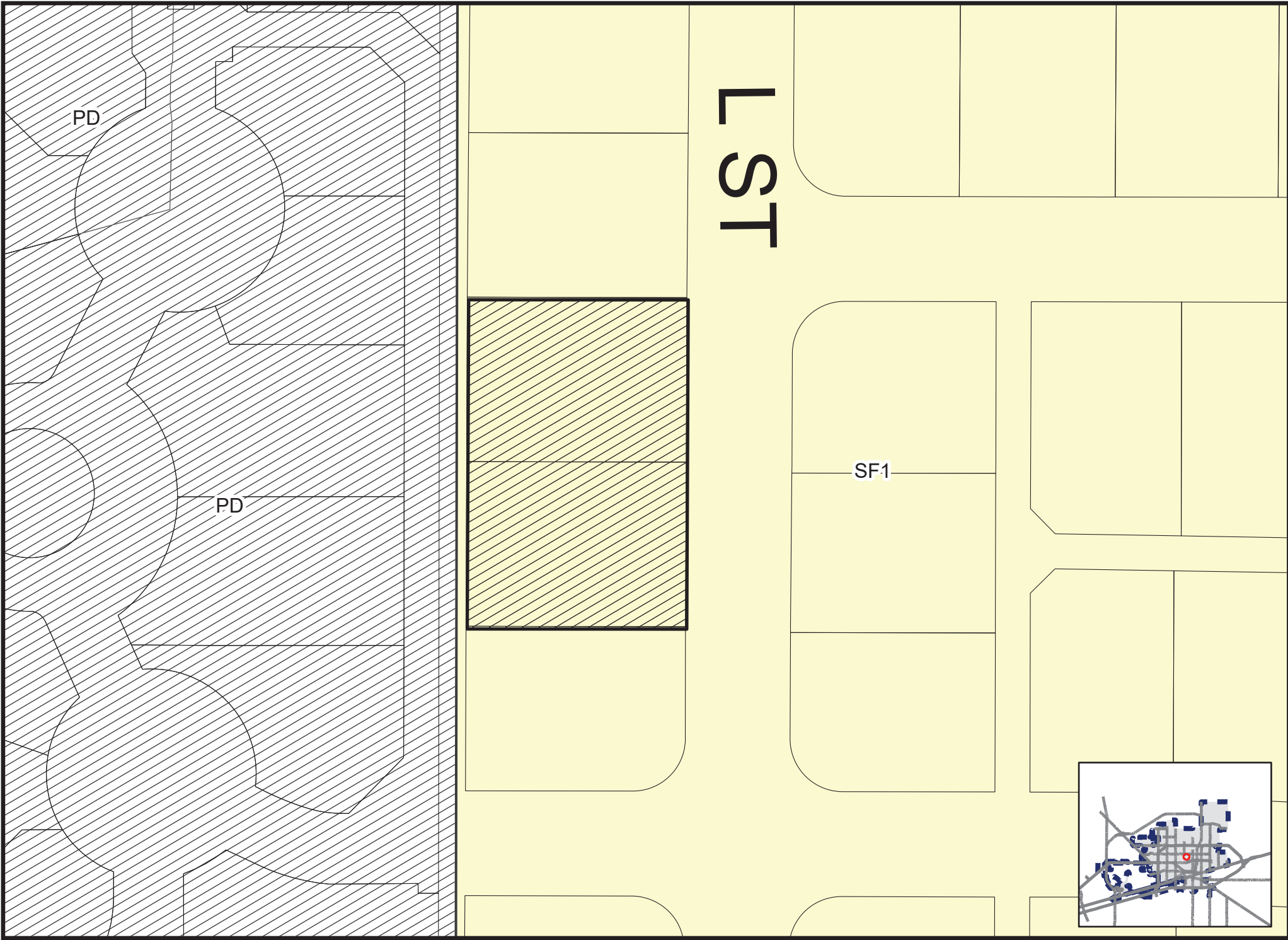
LEGEND

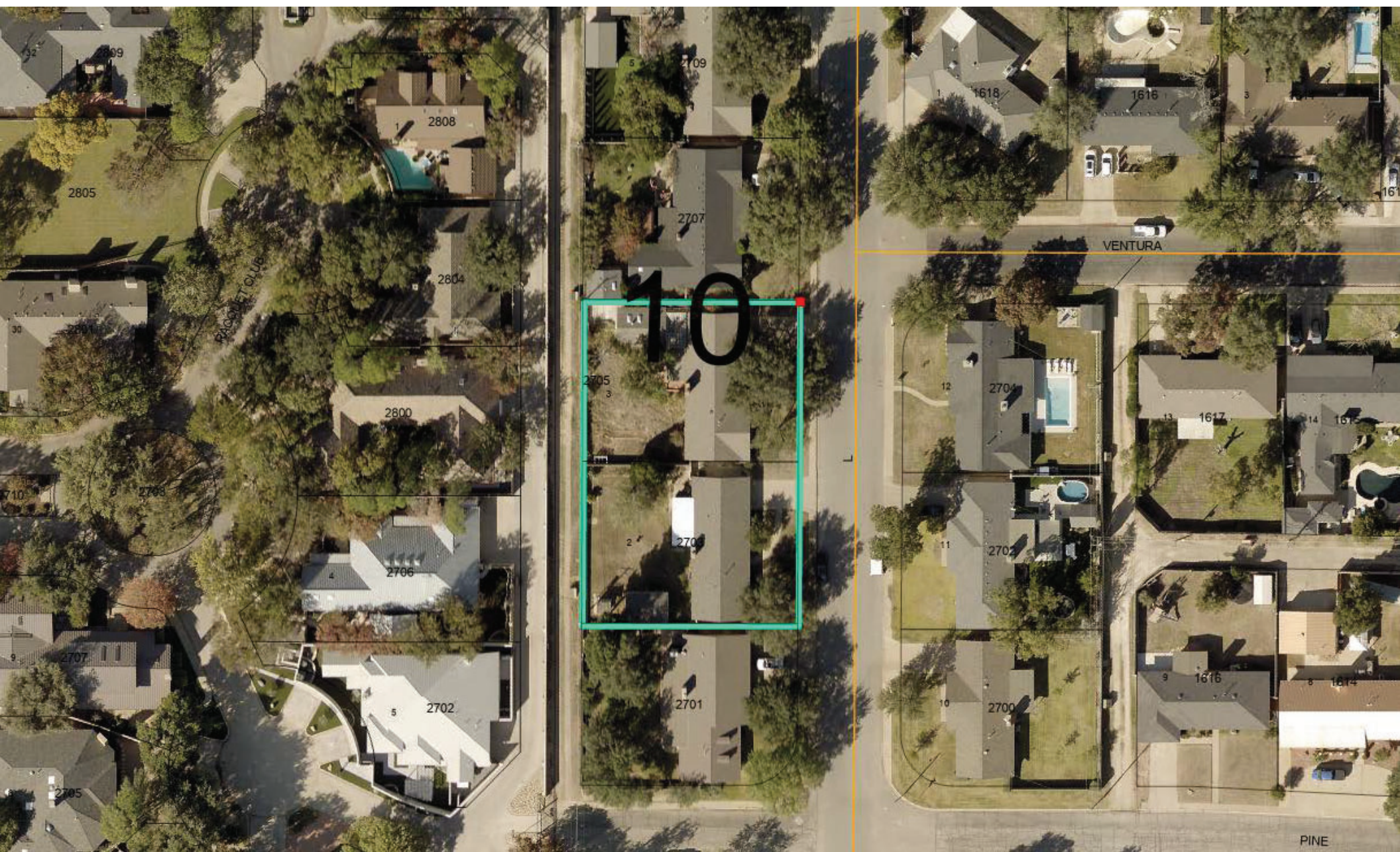
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



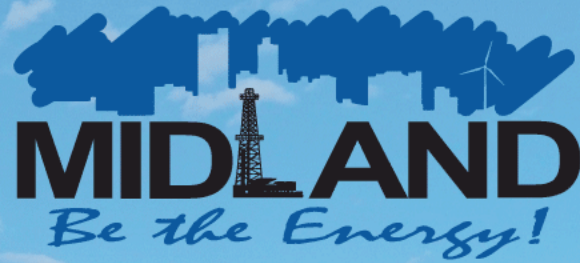
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ITEM

PRELIMINARY PLAT

WESTERN MESA, SECTION 2

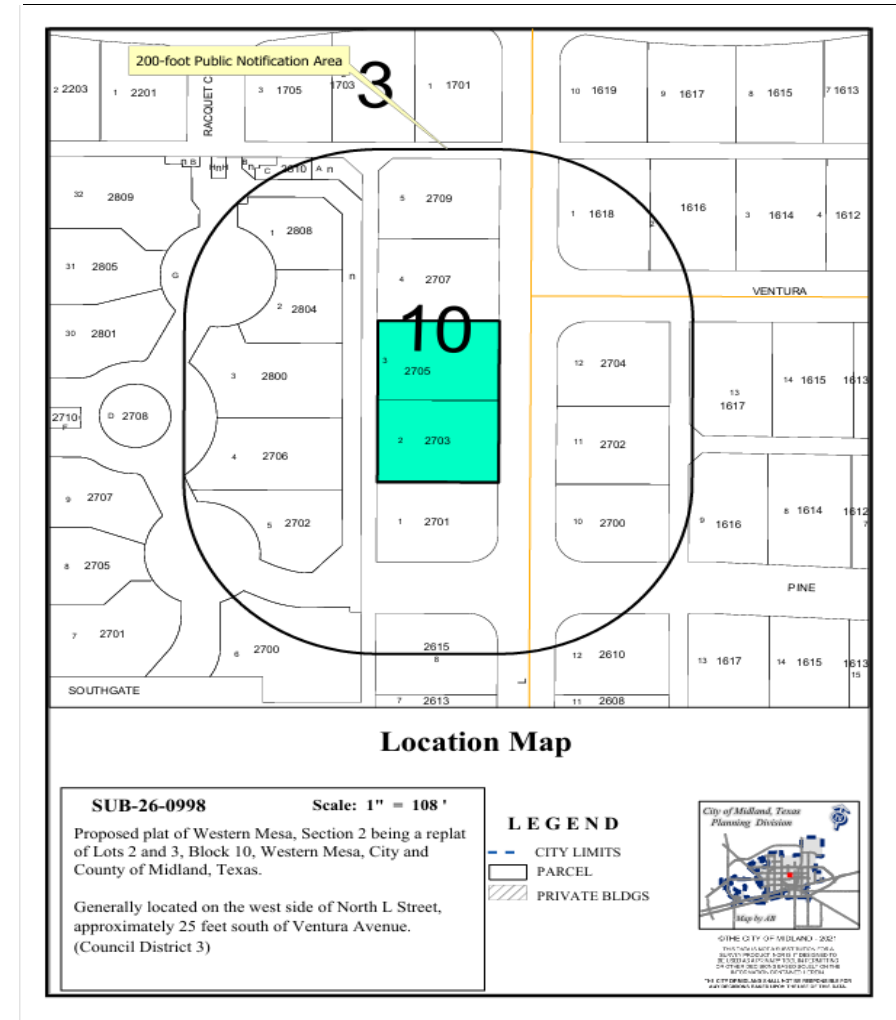


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APPLICATION SUMMARY

- **Property Owner:** Shady Bend Properties, LLC
- **Representative:** Duryn Henington
- **Location:** 2703 and 2705 North L Street (District 2)
- **Reason for Request:** Combine lots for new construction



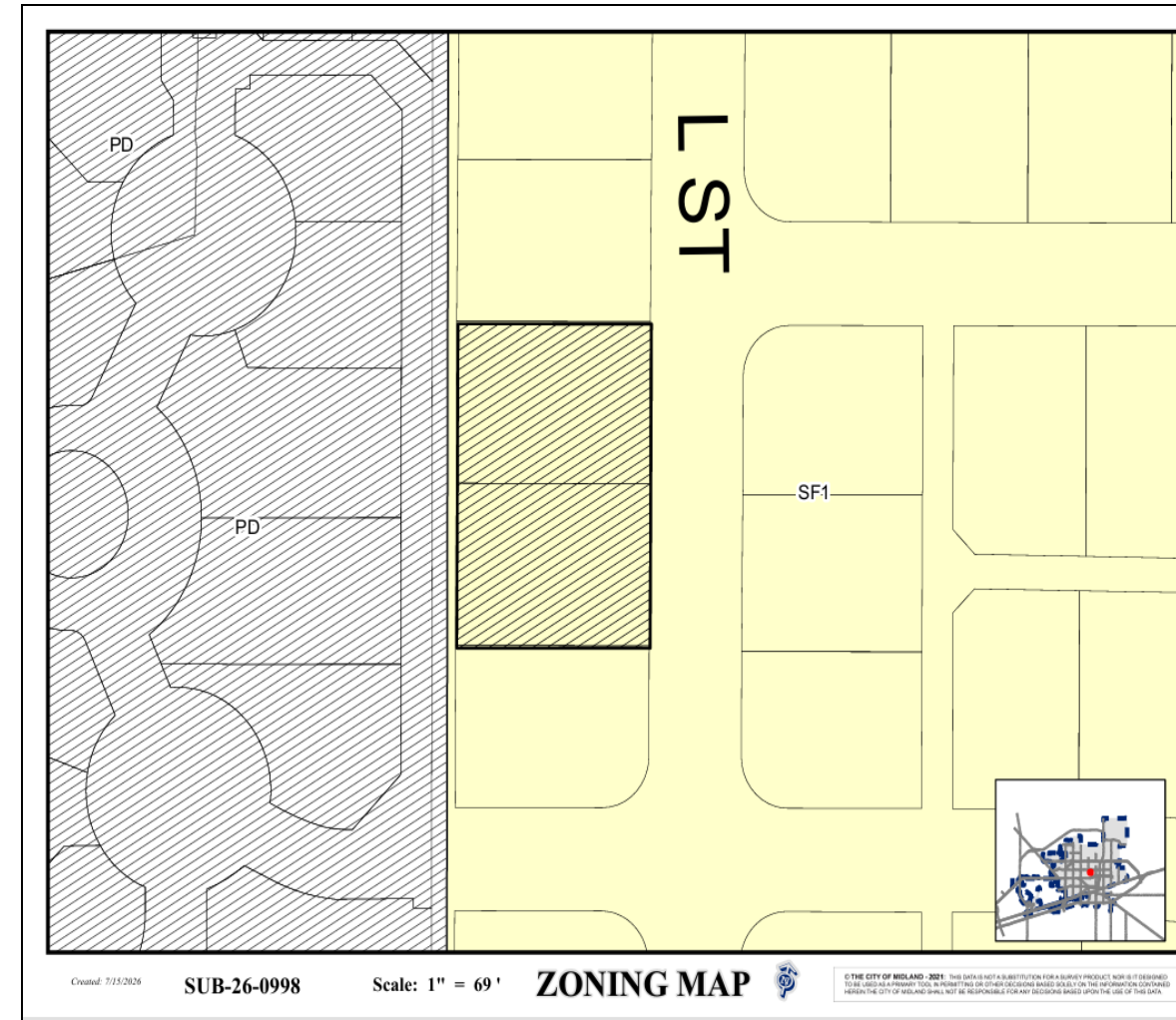
- **Acreage:** 0.54 acres
- **Number of Existing Lots:** 2
- **Number Proposed Lots:** 1

- **Acreage:** 0.54 acres
- **Number of Existing Lots:** 2
- **Number Proposed Lots:** 1



ZONING

- **Current Zoning:** SF-1, Single-Family Dwelling District
- **Surrounding Zoning:**
 - **North/South/East:** SF-1, Single-Family Dwelling District
 - **West:** PD, Planned Development District for Housing Development



LAND USE

- **Current Use:** Residential
- **Surrounding Uses:**
 - **North/South/East/West:** Residential

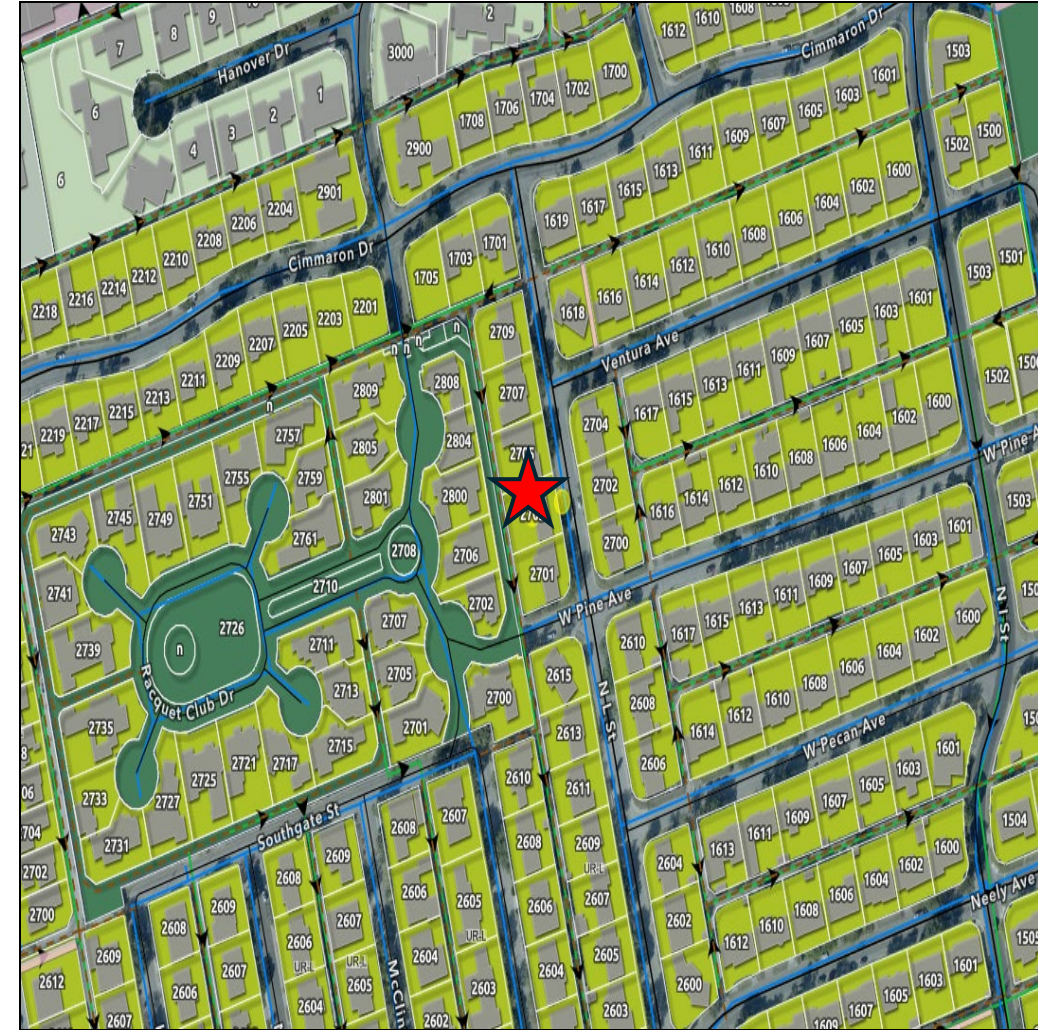




On Ventura Avenue, Looking West

COMPREHENSIVE PLAN

- **Land Use Designation:** UR-L, Urban Residential Low
- **Supported Uses:** Restrictive land use, emphasizing single-family detached development.



STAFF'S RECOMMENDATION

- No objections were received.
- Staff recommends approval of this request with the following conditions:
 - A. Approval of this preliminary plat is subject to the Final Plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]



MISSION

Deliver exceptional services and promote a high quality of life and place for ALL our citizens.





Planning and Zoning Commission Meeting

Item Number: 11.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Angelina Bettanini, Planner II
Subject: Hold a public hearing and consider a request by Duryn Henington, on behalf of Josh Jones, from AE, Agricultural Estate District to SF-1, Single-Family Dwelling District, on Tract 16 and the East 95 feet of Tract 17, North Estates, Section 1 City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of Solomon Lane and Acorn Lane.)

Purpose:

The applicant Duryn Henington, on behalf of Josh Jones, is requesting to rezone the property at 309 Solomon Lane to be able to subdivide the property into two lots.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

AE, Agricultural Estate District

Surrounding Zoning and Land Use:

The properties to the north are zoned PD, Planned District for Housing Development, in part, and AE, Agricultural Estate District, in part, and are the locations of single-family detached dwellings. The properties to the east are zoned AE, in part, and SF-1, Single-Family (Detached) Dwelling District, in part and are the location of single-family detached dwellings. The properties to the south are zoned SF-1 and are the locations of single-family detached dwellings. The properties to the west are zoned AE and are the locations of single family detached dwellings.

Analysis:

The property owner is proposing to subdivide their 1.67-acre property into two lots in order to sell a portion of their property, one lot being an acre, and the other being 0.67 acres.. However, the current zoning does not allow for the proposed lot sizes. Therefore, the applicant is proposing SF-1 to allow for the two lots.

There are currently other properties nearby that have similar dimensions, such as those directly to the south and the southeast. Because of this, the property would be consistent with the surrounding area. Additionally, the Tall City Tomorrow Comprehensive Plan designates this area as Urban Residential-Large Lot (UR-LL) which does call for single-family detached housing.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

The Fire Department has reviewed the proposed zoning change and has no objection at this time. This review is limited to the zoning request only and does not constitute approval of future site development, construction, or occupancy. All future development shall comply with the 2015 International Fire Code (IFC), local amendments, and all applicable fire and life safety requirements, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (IFC §507.5), fire protection systems (IFC §903), and emergency responder access, which will be reviewed during the site plan, civil plan, and building permit review process.

Engineering: (Approved)

No objections to zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

Staff recommends approval of this request.

Letters of Objection:

Staff has not received any letters of objection as of July 30, 2026.

Attachments:

Maps
Aerial
PowerPoint Presentation

Attachments:

A. Z-26-0486, Combined Docs

Angelina Bettanini, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/30/2026
Final Approval - 7/30/2026



VICINITY MAP
(NOT TO SCALE)

PRELIMINARY PLAT NORTH ESTATES, SECTION 6

BEING A REPLAT OF TRACT SIXTEEN (16) AND
THE EAST 95 FEET OF TRACT SEVENTEEN (17),
FIRST SECTION NORTH ESTATES,
CITY AND COUNTY OF MIDLAND, TEXAS

NOTICE:

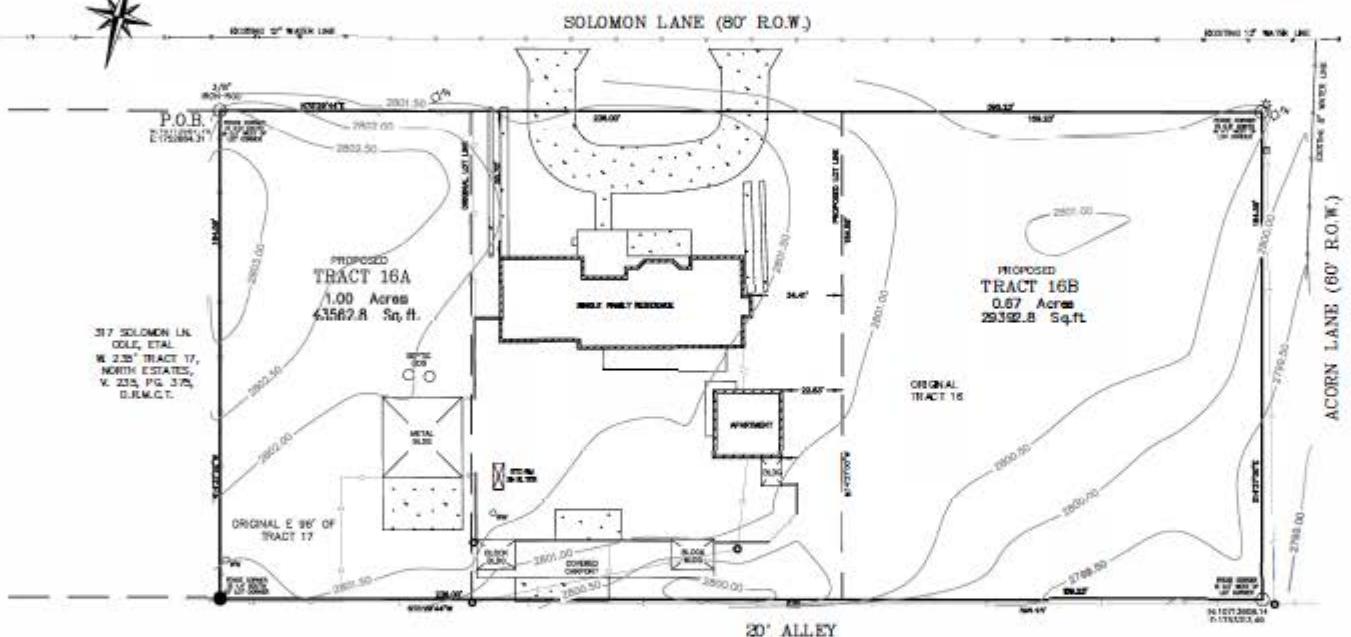
- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
- COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE LAMBERT GRID AND CONFORM TO THE "TEXAS COORDINATE SYSTEM", TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983.
- WITH REFERENCE TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, MAP NO. 48329C0087F, EFFECTIVE DATE 09/16/05, THIS SURVEYOR HAS DETERMINED THAT THIS PROPERTY IS LOCATED IN ZONE "X". AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOODPLAIN. THIS DETERMINATION SHALL NOT CREATE A LIABILITY UPON SAID SURVEYOR.

320 SOLOMON LN.
DALE
2.0 AC.
INST. # 2017-17443
O.P.M.C.T.

310 SOLOMON LN.
PRICE
LOT 1, BLK. 3,
SADDLE CLUB EAST
SECTION 3,
CAB. E. PG. 44,
P.R.M.C.T.

300 SOLOMON LN.
JONES
LOT 1, BLK. 2,
MISSION PROPERTIES,
SECTION 1,
CAB. F. PG. 96,
P.R.M.C.T.

218 SOLOMON LN.
RAICHE
LOT 2, BLK. 2,
MISSION PROPERTIES,
SECTION 1,
CAB. F. PG. 96,
P.R.M.C.T.



LEGEND

- Set 1/2" I.R.
- W/Dep 1015 66.32"
- Ind. 1/2" I.R.
- Existing Water Line
- Fire Hydrant
- Telephone Junc. Box
- Water Well
- Wood Fence Line
- Chain Link Fence Line
- Pipe Fence Line

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

ATMOS ENERGY

Print Name

OPTIMUM

Print Name

AT&T-TEXAS

Print Name

ONCOR ELECTRIC DELIVERY

Print Name

ASTOUND

Print Name

INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE PERMITTING PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.



OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS, JOSH JONES AND LAUREN GOODY, are the record owners of 300 Solomon Lane Tract Sixteen (16) and the East 95 Feet of Tract Seventeen (17), First Section North Estates, an addition to the City of Midland, Midland County, Texas, according to the plat recorded in Cabinet R, Page 102, Plat Records of Midland County, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That We, JOSH JONES AND LAUREN GOODY, being the owners of the land shown on this plat designated as LOTS SIXTEEN A (16A) AND SIXTEEN B (16B), NORTH ESTATES, SECTION 6, an Addition to the City of Midland, Midland County, Texas, and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon; and do hereby give an easement of ingress and egress to the City of Midland for garbage and trash collection, and location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on said lot or lots until the exact location of said containers therewith have been selected and approved by the Director of Utilities.

WITNESS my hand at _____ this the _____ day of _____, 2026.

By: JOSH JONES OWNER

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, JOSH JONES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as the authorized agent, and 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

the _____ day of _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

WITNESS my hand at _____ this the _____ day of _____, 2026.

By: LAUREN GOODY OWNER

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, LAUREN GOODY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as the authorized agent, and 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

the _____ day of _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, DURTIN HENNINGTON, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

DURTIN HENNINGTON, R.P.L.S. 6832
2630 W. Cuthbert, Suite 4,
Midland, Texas
432-570-6236

CERTIFICATE OF APPROVAL

For approval by the commission:

This is to certify that the above and foregoing plat of "NORTH ESTATES, SECTION 6" was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

the _____ day of _____, 2026.

JOSHUA SPARKS, CHAIRMAN

LONDON OCHOA, SECRETARY

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE: _____

PENNELL LAND SURVEYING, LLC

SURVEYING FIRM #: 10193978

2030 W. Cuthbert, Midland, Texas 79701

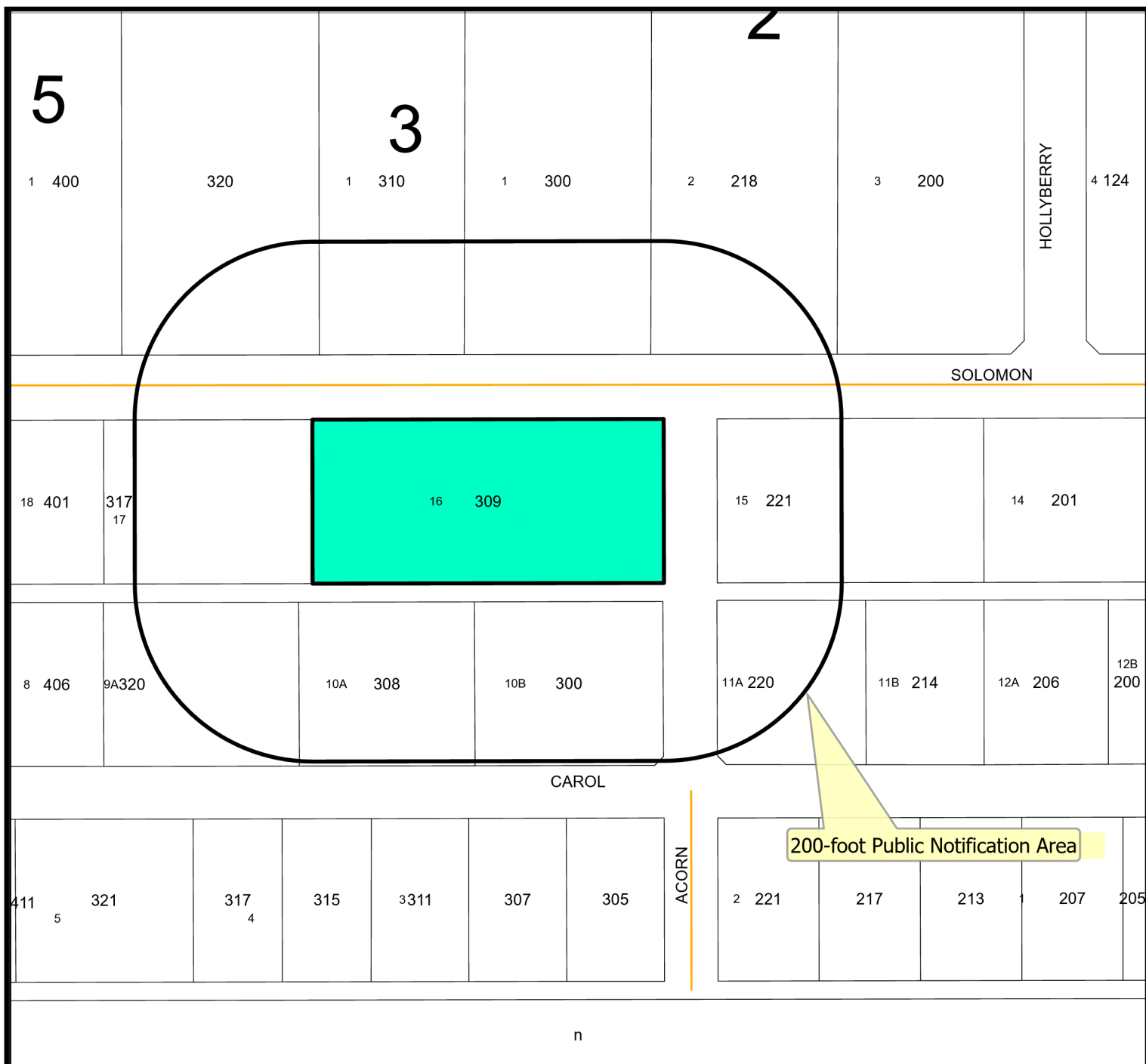
(432)570-6256, brucepennell@yahoo.com

OWNER:



JUNE 2026

NORTH ESTATES
SECTION 6



Location Map

Z-26-0486

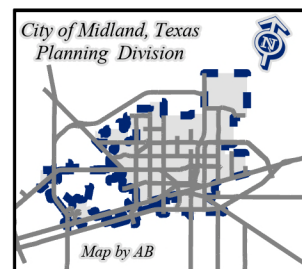
Scale: 1" = 163'

Consider a request by Duryen Henington, on behalf of Josh Jones, from AE, Agricultural Estate District to SF-1, Single-Family Dwelling District, on Tract 16 and the East 95 feet of Tract 17, North Estates, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Solomon Lane and Acorn Lane. (Council District 1)

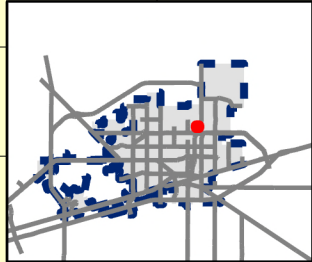
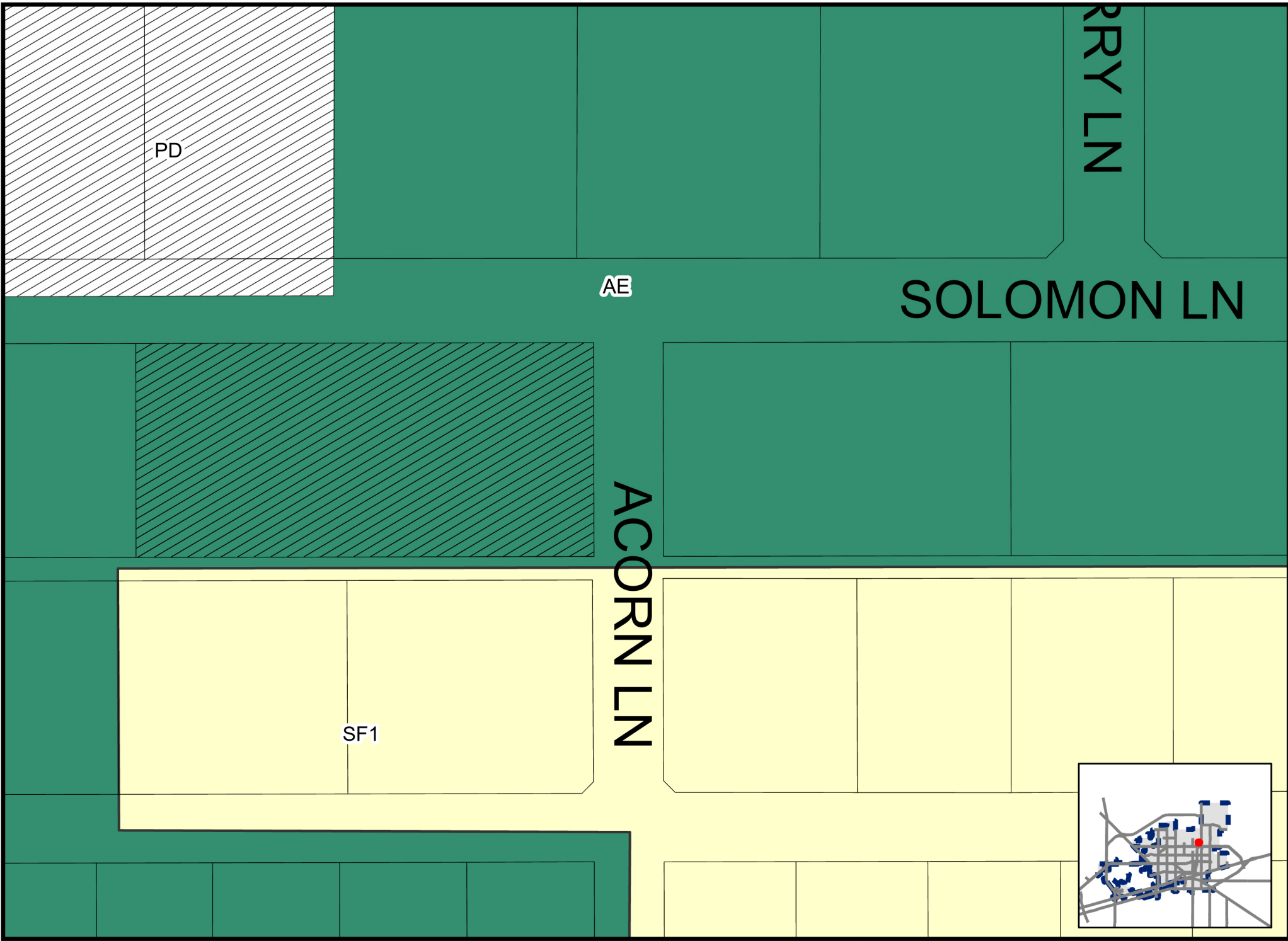
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT. NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.





SOLOMON

ACORN



Planning and Zoning Commission Meeting

Item Number: 12.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Angelina Bettanini, Planner II
Subject: Hold a public hearing and consider a request for a Preliminary Plat of Grassland Estates West, Section 16, being a replat of Lot 1 and 2, Block 22, Grasslands Estates West Section 12, City and County of Midland, Texas. (Generally located at the northwest corner of the intersection of Lakewood Drive and Pearwood Drive.)

Purpose:

SEER Land Surveying, on behalf of Grassland IV, Ltd., is requesting to combine two lots for the construction of a single-family dwelling.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

SF-1, Single-Family Dwelling District

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Refer to Transportation's Comment's. [For Applicant's Information Only.]

PAVING: Pearwood roadway okay as is. No public paving improvements required. Lakewood roadway okay as is. No public paving improvements required. [For Applicant's Information Only.]

WATER: 8" water exists in Pearwood Street S of tract, okay as is. No public water improvements required. 8" water exists in Lakewood Street E of tract, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: 8" sewer exists in alley N of tract, okay as is. No public wastewater improvements required. 15" sewer exists in Lakewood Street E of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Drainage study not required for development into single family residences. Development considered infill. [For Applicant's Information Only.]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

The Fire Department has reviewed the preliminary plat and has no objection at this time. This review is limited to preliminary plat considerations only and does not constitute full fire code approval. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903), which will be reviewed at the time of civil plan and building permit submittal.

OIL AND GAS: (Approved)

No Oil & Gas Issues

GIS: (Approved with Conditions)

Label POB. Section number can be 16. (Discuss with Planning if there is a master plan for the area that has additional sections) Lot number could be 1A. Provide recording info for the 10' utility easement inside of plat boundaries and also for the 30' utility easement east of plat. Provide the same for the 5' utility easement on the western side of plat.

PLANNING: (Approved with Conditions)

Section number needs to be Section 16. [Informational].

Staff recommends approval of Grassland Estates West, Section 16, subject to the following conditions.

Condition:

A. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

Letters of objection:

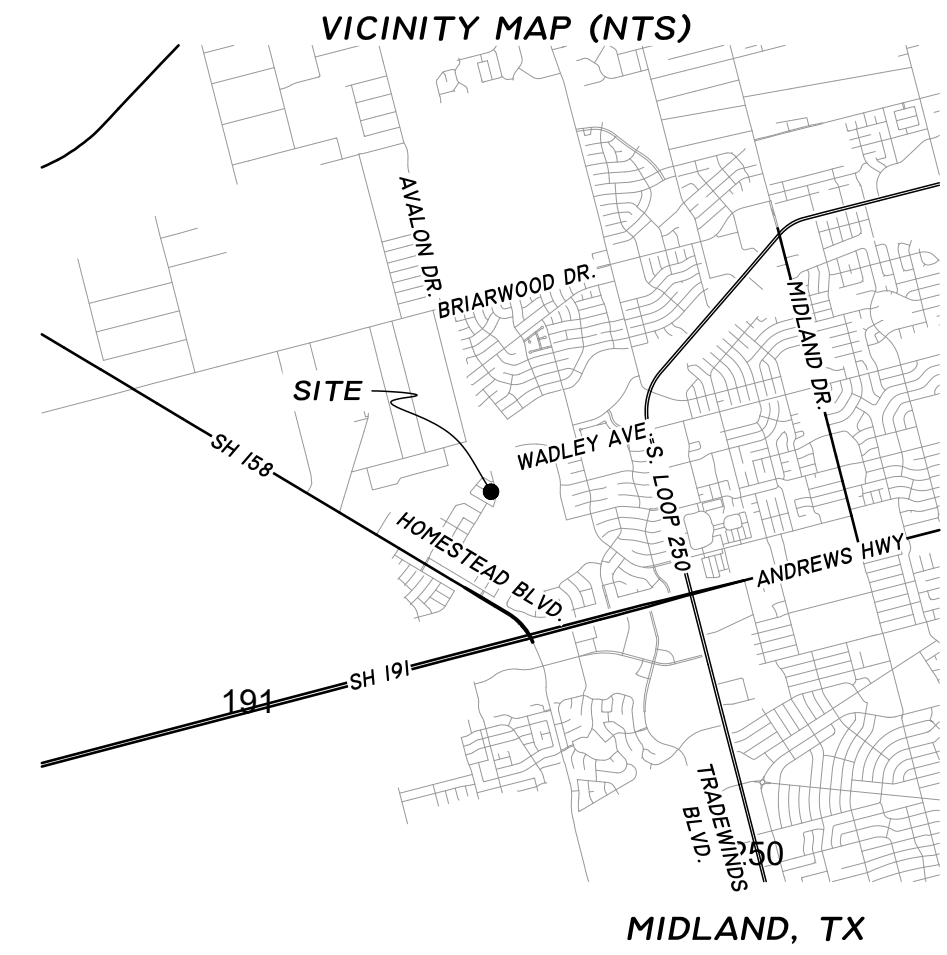
As of July 30, 2026, staff has not received any letters of objection.

Attachments:

A. P-26-2590, Combined Docs

Angelina Bettanini, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/30/2026
Final Approval - 7/30/2026

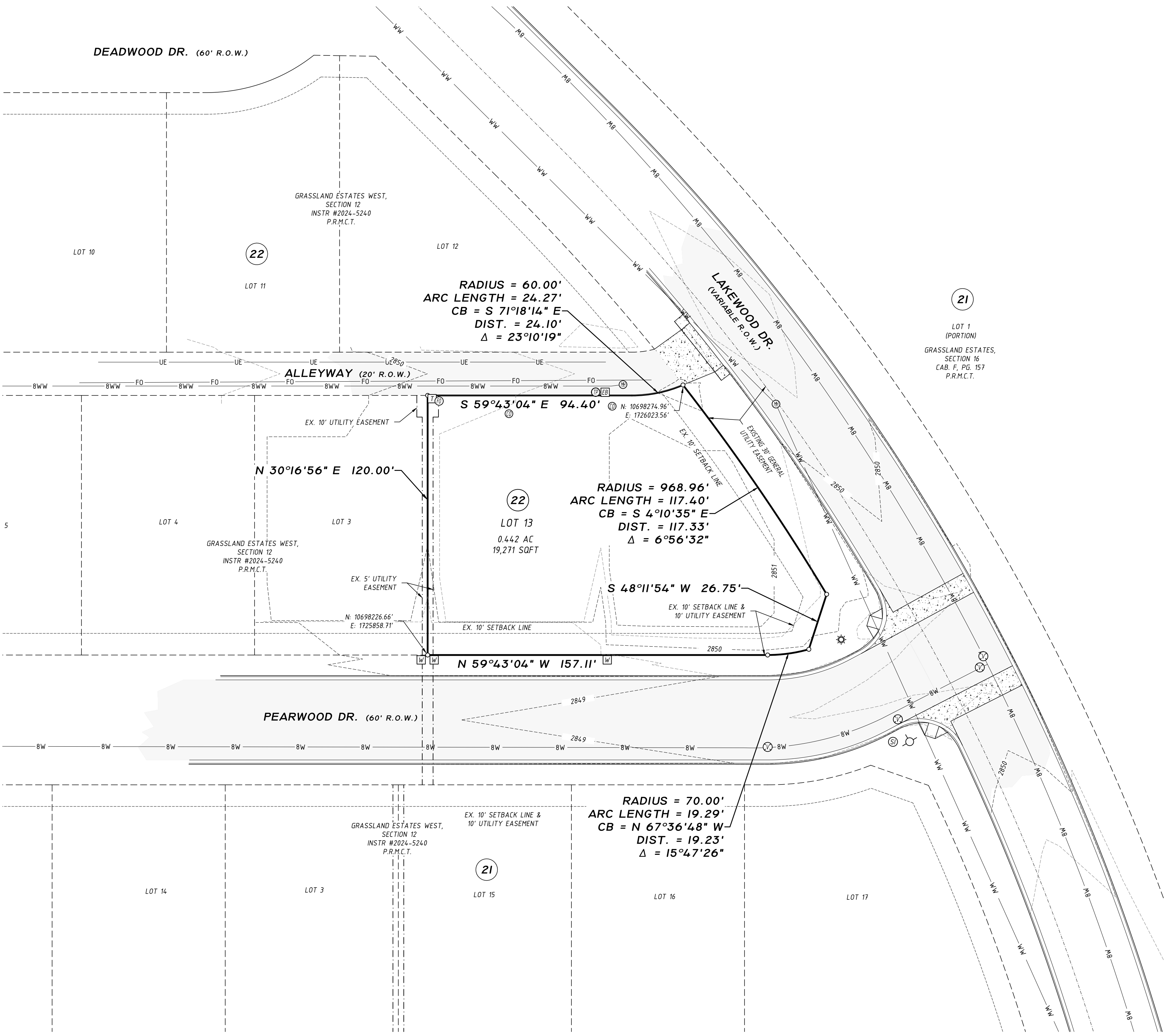


PRELIMINARY PLAT

GRASSLAND ESTATES WEST

SECTION 18

BEING A REPLAT OF LOTS 1 & 2, BLOCK 22, GRASSLAND ESTATES WEST, SECTION 12, CITY AND COUNTY OF MIDLAND, TEXAS



SURVEY NOTES:

- BASIS OF BEARING, COORDINATES, DISTANCE AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NAD 83 (2011), U.S. SURVEY FOOT.
- 1/2" IRON ROD WITH BLUE PLASTIC CAP MARKED "SEER FIRM # 10194914" AT ALL SET CORNERS, UNLESS OTHERWISE SPECIFIED.
- SEE DOCUMENTS OR ELECTRONIC DATA FILED IN THE OFFICE OF SEER LAND SURVEYING FOR A COMPLETE RECONSTRUCTION OF THIS SURVEY.
- LOCATION OF BURIED UTILITIES AND PIPELINES, IF ANY, IS APPROXIMATE BASED UPON OBSERVED EXISTING SIGNAGE, CITY OF MIDLAND GIS AND VISUAL EVIDENCE, OR BY ONE-CALL 811 SITE MARKINGS AT THE TIME OF THIS SURVEY. DUE CARE IS RECOMMENDED: CALL 1-800-DIG-TESS FOR LOCATES PRIOR TO ANY CONSTRUCTION OR EXCAVATION.
- THIS IS A PROVISIONAL SKETCH/PRELIMINARY/SKETCH PLAT, THIS IS NOT TO BE RECORDED OR USED FOR CONSTRUCTION PURPOSES. SET MONUMENTS SHOWN HEREON ARE ALSO PRELIMINARY AND SHALL ONLY BE PLACED IN ACCORDANCE WITH A FINAL SURVEY SEALED BY THE SURVEYOR OF RECORD.

SURVEYOR'S CERTIFICATE

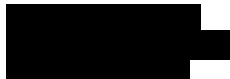
KNOW ALL MEN BY THESE PRESENTS:

THAT I, PALADIN B. HUCKABA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ANCESTRAL SURVEY OF THE CONVEYED PROPERTY, AND THAT THE SHOWN EASEMENTS WERE PROPERLY OBTAINED BY MY PERSONAL OBSERVATION IN ACCORDANCE WITH THE SURVEYING REGULATIONS OF THE STATE OF MIDLAND, TEXAS.

PALADIN B. HUCKABA
REGISTERED PROFESSIONAL LAND SURVEYOR #7027
SEER LAND SURVEYING (TX FIRM #10194914)

07.07.26

PROPERTY OWNER



TX FIRM #10194914
www.seer-grp.com
PO BOX 50193
MIDLAND, TX 79710
info@seer-grp.com
432.226.7337

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____
DATE _____

FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S NFIP FLOOD INSURANCE #46329C0068, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSH OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% AI FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCAS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE I LAND SURVEYING.

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS THE OWNER, IS THE RECORD OWNER OF A TRACT OF LAND DESIGNATED HEREON AS LOT 13, BLOCK 22, GRASSLAND ESTATES WEST, SECTION 18, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WITNESS MY HAND AT _____, M.,
THE _____ DAY OF _____, 2026.

BY: ROBERT GRAHAM

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED ROBERT GRAHAM, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND 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

THE _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

X
ATMOS ENERGY | BY -

X
AT&T | BY -

X
OPTIMUM | BY -

X
ASTOUND BROADBAND | BY -

X
ONCOR ELECTRIC DELIVERY | BY -

LEGEND

- LOT CORNER
- ⊙ CLEAN OUT
- ⊞ ELECTRIC BOX
- ⊙ FIBER OPTIC PEDESTAL
- ⊙ FIRE HYDRANT
- ⊙ LIGHT POLE
- ⊙ MANHOLE
- ⊙ TELEPHONE PEDESTAL
- ⊞ TRANSFORMER PAD
- ⊞ WATER METER
- ⊙ WATER VALVE
- ⊙ SIGN

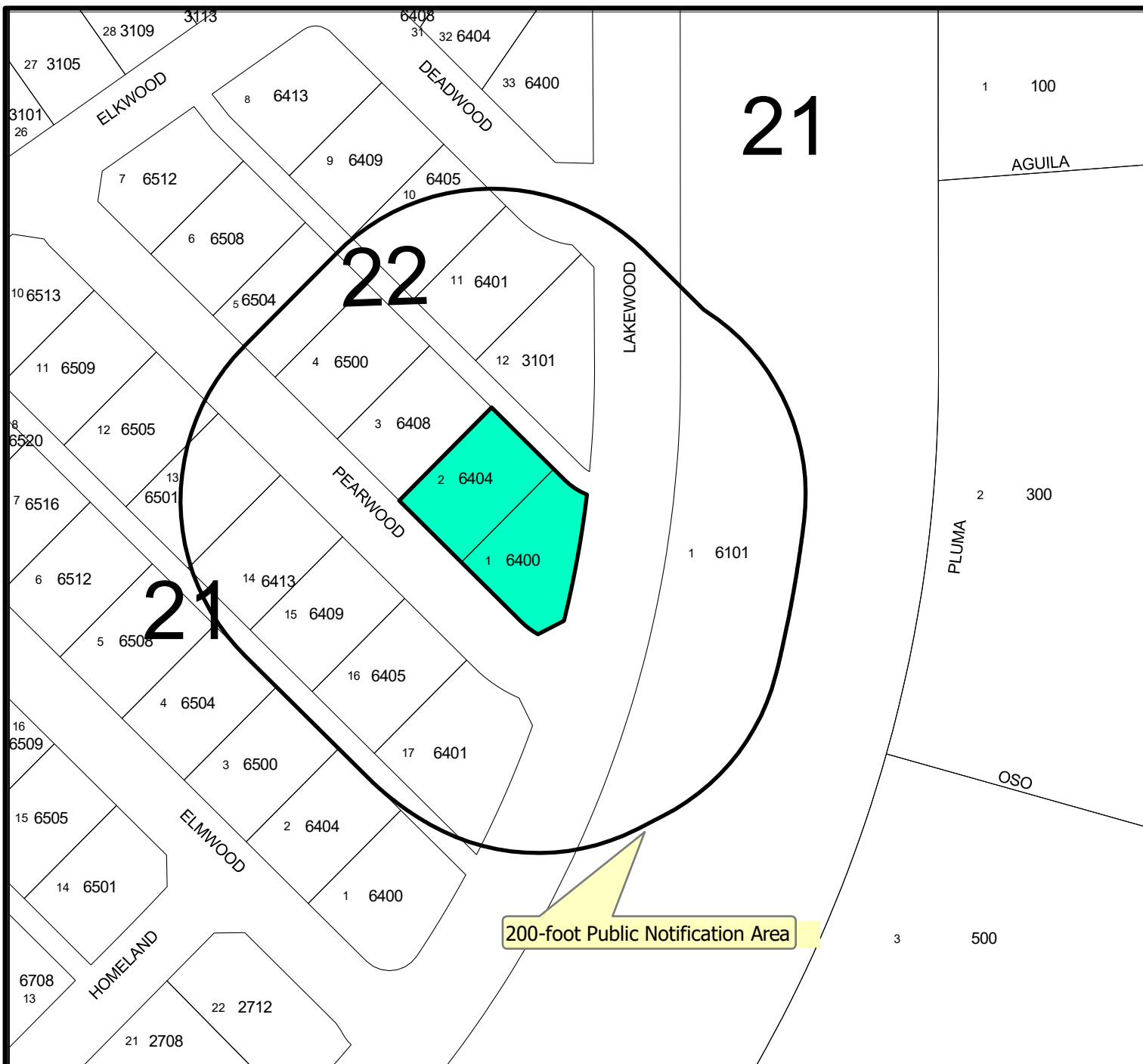
- BOUNDARY LINE
- - - ADJOINER PROPERTY LINES
- - - BUILDING SETBACK LINE
- - - EXISTING EASEMENT LINE
- - - FO EXISTING FIBER OPTIC LINE
- - - WW WASTEWATER LINE
- - - 8" WASTEWATER
- - - UE BURIED ELECTRIC LINE
- - - 8" WATER MAIN

- CONCRETE
- PAVEMENT

P.R.M.C.T. PLAT RECORDS, MIDLAND CO., TX

GRASSLAND ESTATES WEST

SECTION 18



Location Map

SUB-26-0997

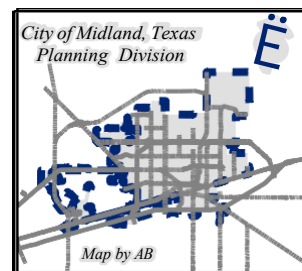
Scale: 1" = 133'

Proposed plat of Grasslands Estates West, Section 16, being a replat of Lot 1 and 2, Block 22, Grasslands Estates West Section 12, City and County of Midland, Texas.

Generally located at the northwest corner of the intersection of Lakewood Drive and Pearwood Drive. (Council District 4)

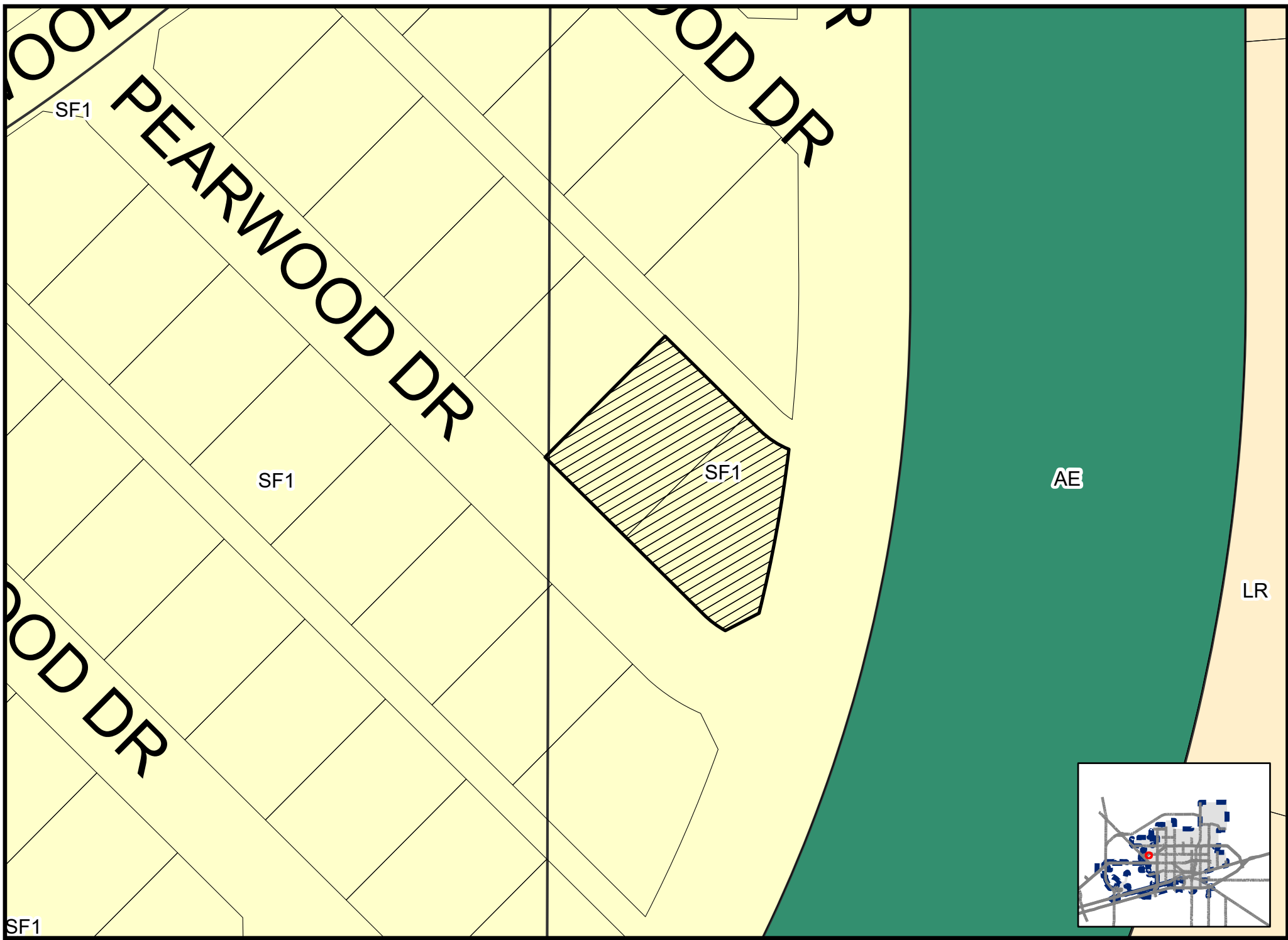
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Planning and Zoning Commission Meeting

Item Number: 13.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Beatriz Quezada, Planner
Subject: Motion approving, with staff's recommended conditions, a Preliminary Plat of Morningside Addition, Section 13, being a replat of a 1.173-acre tract of land out of Block 27, Morningside Addition, City and County of Midland, Texas. (Generally located at the northeast corner of the intersection of West Scharbauer Drive and North Main Street.

Purpose:

Stephen Marcum, on behalf of Judy K. Moreland, is requesting to replat a 1.173-acre tract of land out of Block 27 in order to obtain permits for a new commercial development.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

LR, Local Retail District

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

SURVEYOR: (Approved)

found corners

ENGINEERING: (Denied)

IMPACT FEES: Provide the following impact fee language on the plat face: Initial Impact Fees will be assessed during the final platting process. Implementation and collection of impact fees will take place during the permitting process. Additional impact fees or increases in fees may not be assessed against the tract unless the number of service units to be developed on the tract increases. [Per Midland City Code Sect. 11-14-6]

ROW: Refer to Transportation's Comment's. [For Applicant's Information Only.]

PAVING: Main roadway okay as is. No public paving improvements required. Scharbauer roadway okay as is. No public paving improvements required. [For Applicant's Information Only.]

WATER: 20" Transmission main exists in Main Street W of tract, okay as is. No public water improvements required. 6" water exists in Scharbauer Street S of tract, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: 6" sewer exists in alley E of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: A drainage report is required during the preliminary plat stage. Show existing contours, FEMA FIRM information, and floodplain limits with the applicable flood zone designation on the face of the preliminary plat. [Reference Midland City Code 11-2-3(D)(8)]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

TRANSPORTATION: (Approved with Conditions)

Provide 20 ft x 20 ft intersection corner clips at property corners adjacent to all public street intersections. [Reference City Code Section 11-2-5(C)3(k).]

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

The Fire Department has reviewed the preliminary plat and has no objection at this time. This

review is limited to preliminary plat considerations only and does not constitute full fire code approval. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903), which will be reviewed at the time of civil plan and building permit submittal.

OIL AND GAS: (Approved)

No Oil & Gas issues

GIS: (Approved)

Label Block and Lot. Acreage of portion being replatted should be included. Confirm that this is a block (for legal) and not a tract.

Addressing Review: (Approved with Conditions)

Add Lot and & Block Information Remove New Subdivision Information (Information Needed Only - Verify Access Points for New Construction. If access and building front will stay off N Main St, use the same address. If NOT, Address will need updated to an address off E Scharbauer Dr.)

PLANNING: (Approved with Conditions)

Groundwater is not being used for this subdivision. Instead, the subdivision will be served by City utilities. [Informational]

Please have legal description match. [Information]

Remove the certificate for the commissioner's court, director of public works and Appraisal District Certificate. [Information]

Include the Subdivision name on the lower right corner. [11-2-3(A)1(a)(1)]

Include acreage and square feet of the proposed lot. [11-2-3(D)4(h)] [11-2-3(H)3(b)(6)]

Language stating: "Notice: Selling a portion of this addition by metes and bounds may be a violation of City ordinance and state law and subject to fines and withholding of utilities and building permits." [11-2-3(H)3(b)(1)]

Note: "Approval of a site plan by the City of Midland may be required before these lot(s) may be developed and before a building permit may be obtained." [11-2-5(B)8(b)]

CADD file (at final) [11-2-3(H)3(h)]

Staff recommends approval of the Preliminary Plat of Morningside Addition, Section 2, subject to the following conditions:

Conditions:

- A. **All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [11-2-3(H)3(m)(1)].**

- B. That a drainage plan be submitted and approved by the City Engineer or their designee before the final plat submittal. [11-2-3(D)8(a)]
- C. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [11-2]

Attachments:

A. P-26-2569, Combined Files

Beatriz Quezada, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/31/2026
Final Approval - 7/31/2026



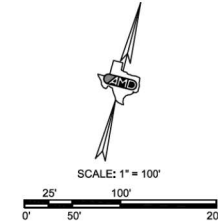
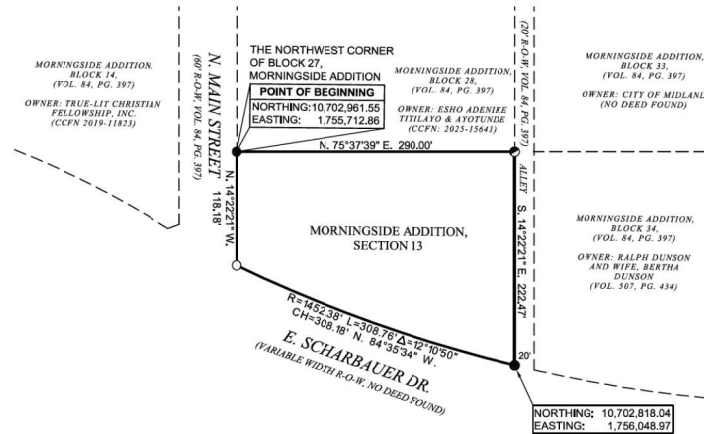
VICINITY MAP
NOT TO SCALE

MORNINGSIDE ADDITION, SECTION 13,

A REPLAT OF A PORTION OF MORNINGSIDE ADDITION, BLOCK 27,

AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS

(PLAT PREVIOUSLY RECORDED IN VOLUME 84, PAGE 397 OF
THE DEED RECORDS OF MIDLAND COUNTY, TEXAS)



HEAVY LINES INDICATE LIMITS OF THIS SURVEY.

- = FOUND 1/2" IRON ROD (PMRD)
- = FOUND 1/2" IRON ROD WITH A CAP MARKED "BRADSHAW ASSOC." (CM)
- = SET 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING"

PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY
CM = CONTROLLING MONUMENT
CCFN = COUNTY CLERK'S FILE NUMBER
R-O-W = RIGHT-OF-WAY

BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS CENTRAL ZONE, AS DETERMINED BY A POINT OF ORIGIN LOCATED AT NORTHING: 10,702,865.63 AND EASTING: 1,755,860.07. THE CONVERGENCE ANGLE TO TRUE NORTH IS (-)0° 53' 54.77" AND THE COMBINED SCALE FACTOR IS 0.99991089.

THESE PLAT LIMITS CONTAIN 1.173 ACRES OF LAND.
DISTANCES SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FORGOING PLAT OF MORNINGSIDE ADDITION, SECTION 23, WAS APPROVED BY PROPER ACTION OF THE CITY OF PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____, 2026

SIGNED: _____
CHAIRMAN JOSHUA SPARKS

ATTEST: _____
SECRETARY LANDON OCHCA

APPRAISAL DISTRICT CERTIFICATE:

SIGNED: _____
MCAD

STATE OF TEXAS §
§ CERTIFICATE OF SURVEYOR
COUNTY OF MIDLAND §

I, BLAKE DEVANEY, A (PROFESSIONAL LAND SURVEYOR) IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

(SURVEYOR'S SEAL)

UTILITY COMPANY'S CERTIFICATE:

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES:

SIGNED: _____
ONCOR ELECTRIC DELIVER COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
OPTIMUM

SIGNED: _____
ASTOUND

PLAT FILED FOR RECORD MIDLAND COUNTY, TEXAS

NO. _____ CABINET _____

DATE _____ PAGE _____

SECTION 23, BLOCK 39, T-1-S, T&P RR, CO. SURVEY



CIVIL ENGINEERING
LAND SURVEYING

PLAT FOR REVIEW

4/16/26 @ 8:30 A.M.

THE COMMISSIONER'S COURT OF MIDLAND COUNTY, TEXAS ON _____, 20____ VOTED AFFIRMATIVELY TO ADOPT THIS PLAT AND APPROVE IT FOR FILING OF RECORD.

BY: _____, MIDLAND COUNTY JUDGE

DIRECTOR OF PUBLIC WORKS: _____

DATE _____, 20____

STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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 ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____,
(NOTARY PUBLIC)

_____, COUNTY, TEXAS

_____, NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§ OWNER'S ACKNOWLEDGMENT AND DEDICATION
COUNTY OF MIDLAND §

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

LEGAL DESCRIPTION

PLAT LIMITS DESCRIPTION OF MORNINGSIDE ADDITION, SECTION 13, BEING A REPLAT OF MORNINGSIDE ADDITION, BLOCK 27, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 84, PAGE 397 OF THE DEED RECORDS OF MIDLAND COUNTY, TEXAS, SAID PLAT LIMITS CONTAIN 1.173 ACRES OF LAND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF NORTH MAIN STREET, PREVIOUSLY DEDICATED WITH THE PLAT OF SAID MORNINGSIDE ADDITION, FOR THE WEST COMMON CORNER OF SAID BLOCK 27 AND BLOCK 28 OF SAID MORNINGSIDE ADDITION, FOR THE NORTHWEST CORNER OF THESE PLAT LIMITS, HAVING COORDINATES OF NORTHING: 10,702,961.55 AND EASTING: 1,755,712.86 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS CENTRAL ZONE;

THENCE N. 75° 37' 39" E., ALONG THE COMMON LINE OF SAID BLOCKS 27 AND 28, A DISTANCE OF 290.00 FEET TO A 1/2" IRON ROD WITH CAP MARKED "BRADSHAW ASSOCIATES" FOUND IN THE WEST RIGHT-OF-WAY LINE OF AN ALLEY PREVIOUSLY DEDICATED WITH THE PLAT OF SAID MORNINGSIDE ADDITION, FOR THE EAST COMMON CORNER OF SAID BLOCKS 27 AND 28 AND THE NORTHEAST CORNER OF THESE PLAT LIMITS;

THENCE S. 14° 22' 21" E. ALONG THE EAST LINE OF SAID BLOCK 27 AND THE WEST LINE OF SAID ALLEY, A DISTANCE OF 222.47 FEET TO A 1/2" IRON ROD FOUND IN THE NORTH RIGHT-OF-WAY LINE OF EAST SCHARBAUER DRIVE, NO DOCUMENT FOUND, FOR THE SOUTHEAST CORNER OF THESE PLAT LIMITS, HAVING COORDINATES OF NORTHING: 10,702,818.04 AND EASTING: 1,756,048.97 OF THE TEXAS COORDINATE SYSTEM OF 1983 (2011), TEXAS CENTRAL ZONE;

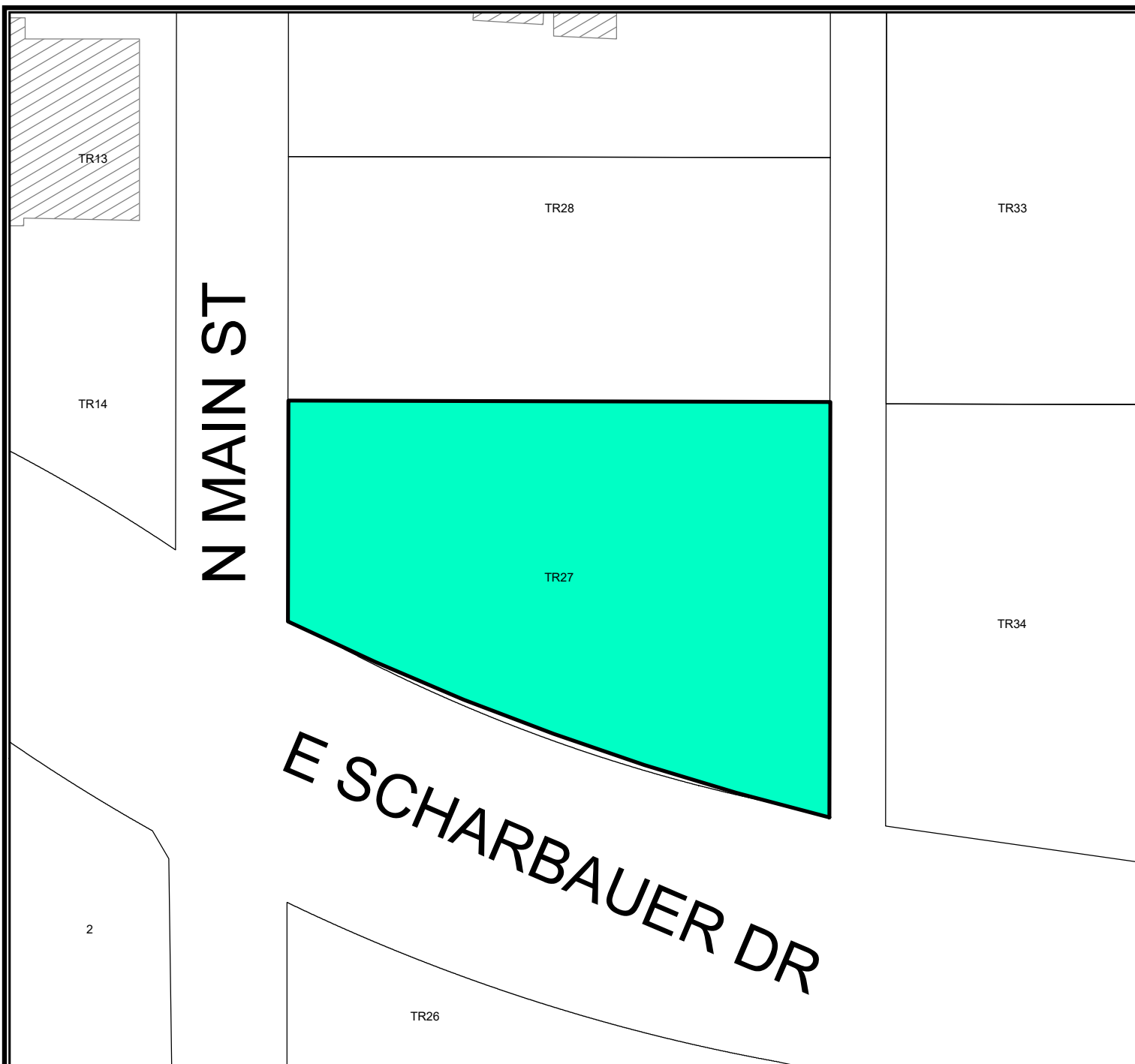
THENCE NORTH-WESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID EAST SCHARBAUER DRIVE AND A CURVE TO THE RIGHT, AN ARC DISTANCE OF 308.76 FEET TO A 1/2" IRON ROD WITH CAP MARKED "AMD ENGINEERING" SET IN THE EAST RIGHT-OF-WAY LINE OF SAID MAIN STREET, SAME BEING THE WEST LINE OF SAID BLOCK 27, FOR THE SOUTHWEST CORNER OF THESE PLAT LIMITS, SAID CURVE HAVING A RADIUS OF 1452.38 FEET, A DELTA ANGLE OF 12° 10' 50", A CHORD DISTANCE OF 308.18 FEET AND A CHORD BEARING OF N. 84° 35' 34" W.;

THENCE N. 14° 22' 21" W. A DISTANCE OF 118.18 FEET TO THE POINT OF BEGINNING.

AND DESIGNATED HERIN AS THE _____ SUBDIVISION TO MIDLAND COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, RIGHTS-OF-WAY AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

DATE

OWNER



Location Map

SUB-26-0983

Scale: 1" = 600'

Proposed plat of Morningside Addition, Section 13, being a replat of a 1.173-acre tract of land out of Block 27, Morningside Addition, City and County of Midland, Texas.

Generally located at the northeast corner of the intersection of East Scharbauer Drive and North Main Street. (Council District 2)

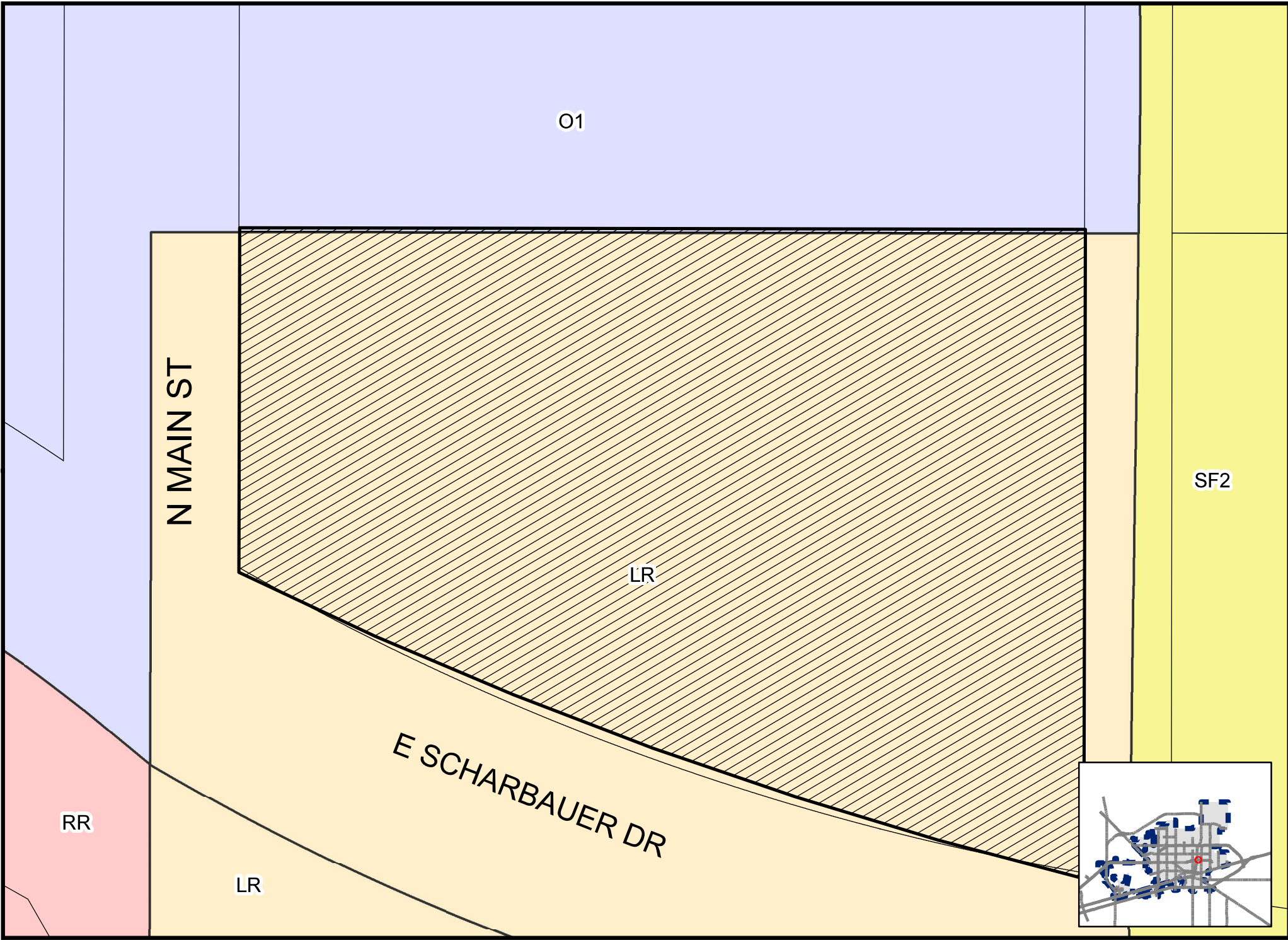
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Planning and Zoning Commission Meeting

Item Number: 14.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Lori Elliott, Planner
Subject: Motion approving, with staff's recommended conditions, a Preliminary Plat of Crestgate Addition, Section 55, being a replat of Lot 5A, Block 25, Crestgate Addition, Section 35, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of Caldera Boulevard and North Midkiff Road.)

Purpose:

Ashlee Devine, on behalf of STRR Investments, LLC, is requesting to replat a property located at 4727 North Midkiff Road into two lots for future commercial business development. STRR Investments plans to demolish the current structures and rebuild, as they currently lie across lot lines.

Recommended Action:

Approve

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

LR, Local Retail District

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

SURVEYOR: (Approved)

No comments

ENGINEERING: (Approved)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Refer to Transportation's Comments. [For Applicant's Information Only.]

PAVING: Caldera roadway okay as is. No public paving improvements required. N. Midkiff roadway okay as is. No public paving improvements required. [For Applicant's Information Only.]

WATER: 12" water exists in Caldera Street N of tract, okay as is. No public water improvements required. 8" water exists in N. Midkiff Street R.O.W East of tract, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: 8" sewer exists in N. Midkiff Street R.O.W east of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Existing site is developed; If proposing to re-develop site drainage can be reviewed with building permit.

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

TRANSPORTATION: (Approved with Conditions)

Add a note on plat providing a blanket cross access easement between all lots in all areas where permitted buildings are not existing or proposed. [Reference City Code Section 9-4-5(D), Section 11-2-5(B)1, Section 11-2-5(B)4.] No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

FIRE: (Approved)

The Fire Department has reviewed the preliminary plat and has no objection at this time. This review is limited to preliminary plat considerations only and does not constitute full fire code approval. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903),

which will be reviewed at the time of civil plan and building permit submittal.

OIL AND GAS: (Approved)

No oil & gas issues.

GIS: (Approved)

Section number can be 55. Check legal description. Provide recording info for existing easements. Lots can be 5B and 5C. Can lots cut across the building? (Confirm with Planning)

ADDRESSING: (Approved with Conditions)

Change Section # to 55. Verify and Change Lot #'s which are wrong, maybe "5B", or "8" and "9" Question: When splitting these lots, the Taco Bell building crosses over the lot lines. Verify all w/Domingo.

OPTIMUM: (Approved)

We have underground services in the easement south of the old KFC bldg.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

The lot is close to a public sewer line, no need for a septic system.

PLANNING: (Approved with Conditions)

Change section number for plat to 55. [Informational]

Change legal description to match the one I've provided. [Informational]

Staff recommends approval of the Preliminary Plat of Crestgate Addition, Section 55, subject to the below conditions.

Condition:

A. All certificates must be written as detailed in Section 11-2-3 Platting Procedures by Final Plat submittal. [Midland City Code Section 11-2-3(H)3(m)(1)]

B. With respect to the existing building that encroaches into the required setbacks from the proposed common lot line between Lots 9 and 10, and across said lot line, the applicant shall do one of the following things to ensure that each resulting lot complies with the setback requirements of the LR, Local Retail District and that the existing building does not hinder reasonable development: (1) the plat shall be revised so that the existing building is located wholly within a single platted lot in accordance with all applicable zoning regulations, including setback regulations, or (2) the portion of the building that encroaches into the required setbacks shall be removed. [Midland City

Code Sections 11-2-3(D)8(b); 11-2-5(B)1, 2; 11-1-5.02(A)2; 11-1-5.05]

C. That a note be placed on the plat providing a blanket cross access easement between all lots in all areas where permitted buildings are not existing or proposed. [Midland City Code Section 9-4-5(D), Section 11-2-5(B)1, Section 11-2-5(B)4.]

D. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas. [Midland City Code Section 11-2]

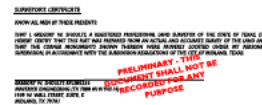
Attachments:

A. P-26-2593, Crestgate Addition, Section 55, Combined_Redacted

Lori Elliott, Development Services
Landon Ochoa, Development Services

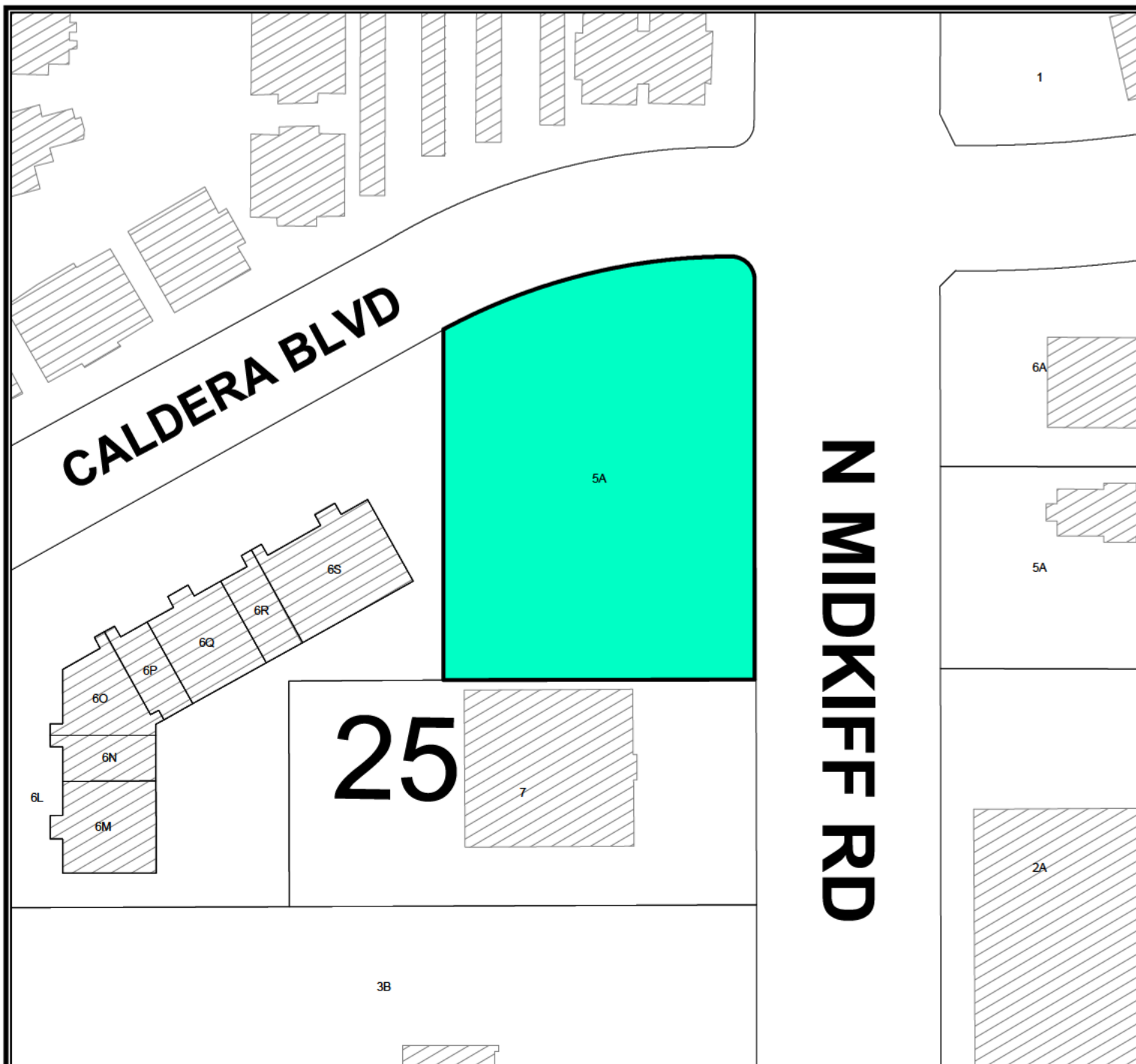
Created/Initiated - 7/29/2026
Final Approval - 7/31/2026

BEING A REPLAT OF LOT 5A, BLOCK 25, CRESTGATE ADDITION, SECTION 50,
AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS

[illegible]

MAVERICK
CIVIL ENGINEERING / LAND SURVEYING
1300 VC Circle Avenue
Midland, Texas 79701
ENGINEER (940) 7-1589
SURVEY (940) 7-1584
TX (409) 263-8999 Fax (409) 263-8999
www.maverickinc.com

**CRESTGATE ADDITION
SECTION 50**



Location Map

SUB-26-0999

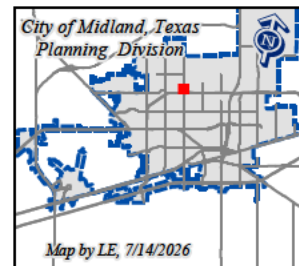
Scale: 1" = 600'

Proposed plat of Crestgate Addition, Section 55, being a replat of Lot 5A, Block 25, Crestgate Addition, Section 35, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of Caldera Boulevard and North Midkiff Road. (Council District 1)

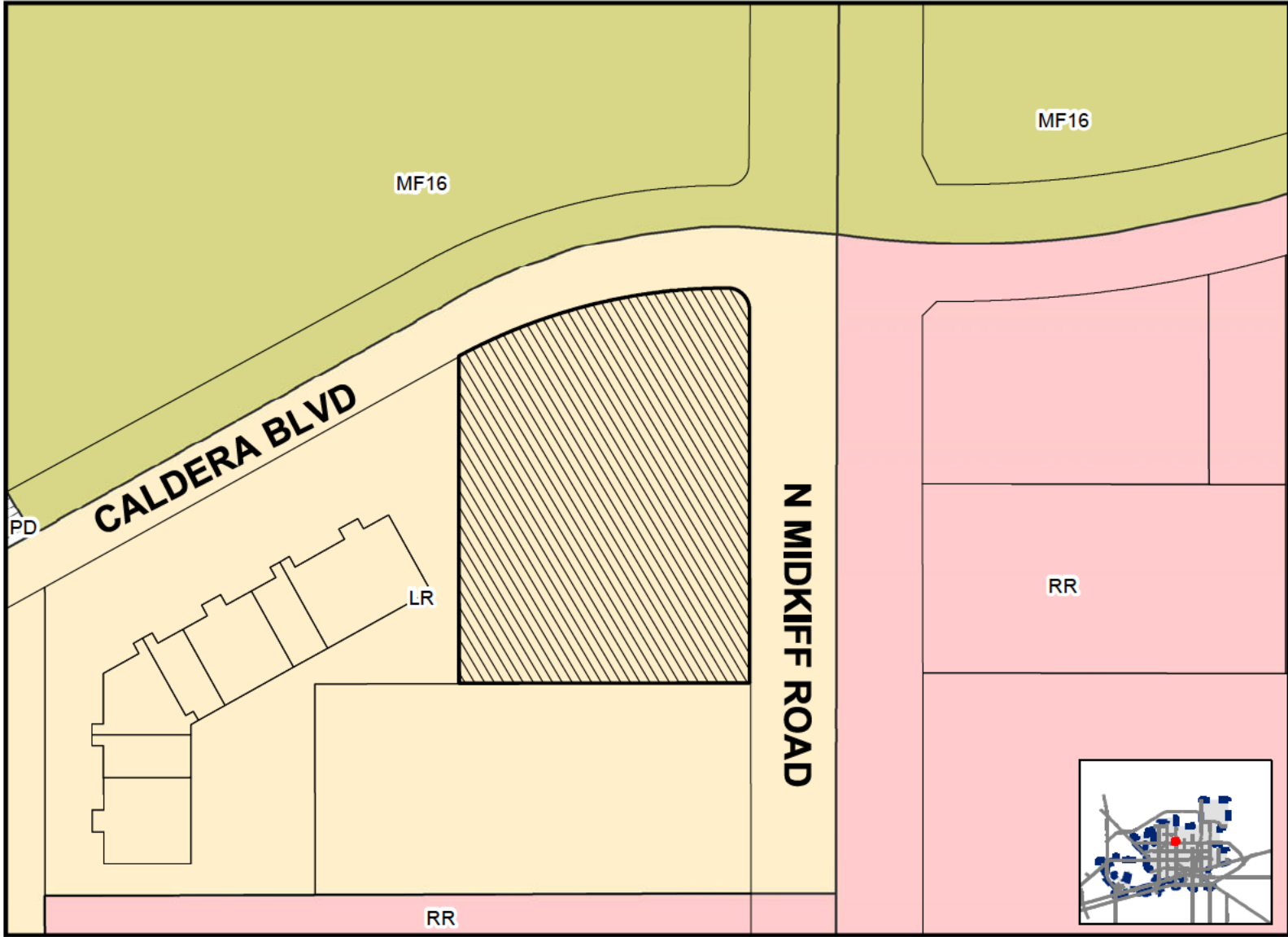
LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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Map by LE, 07/14/26

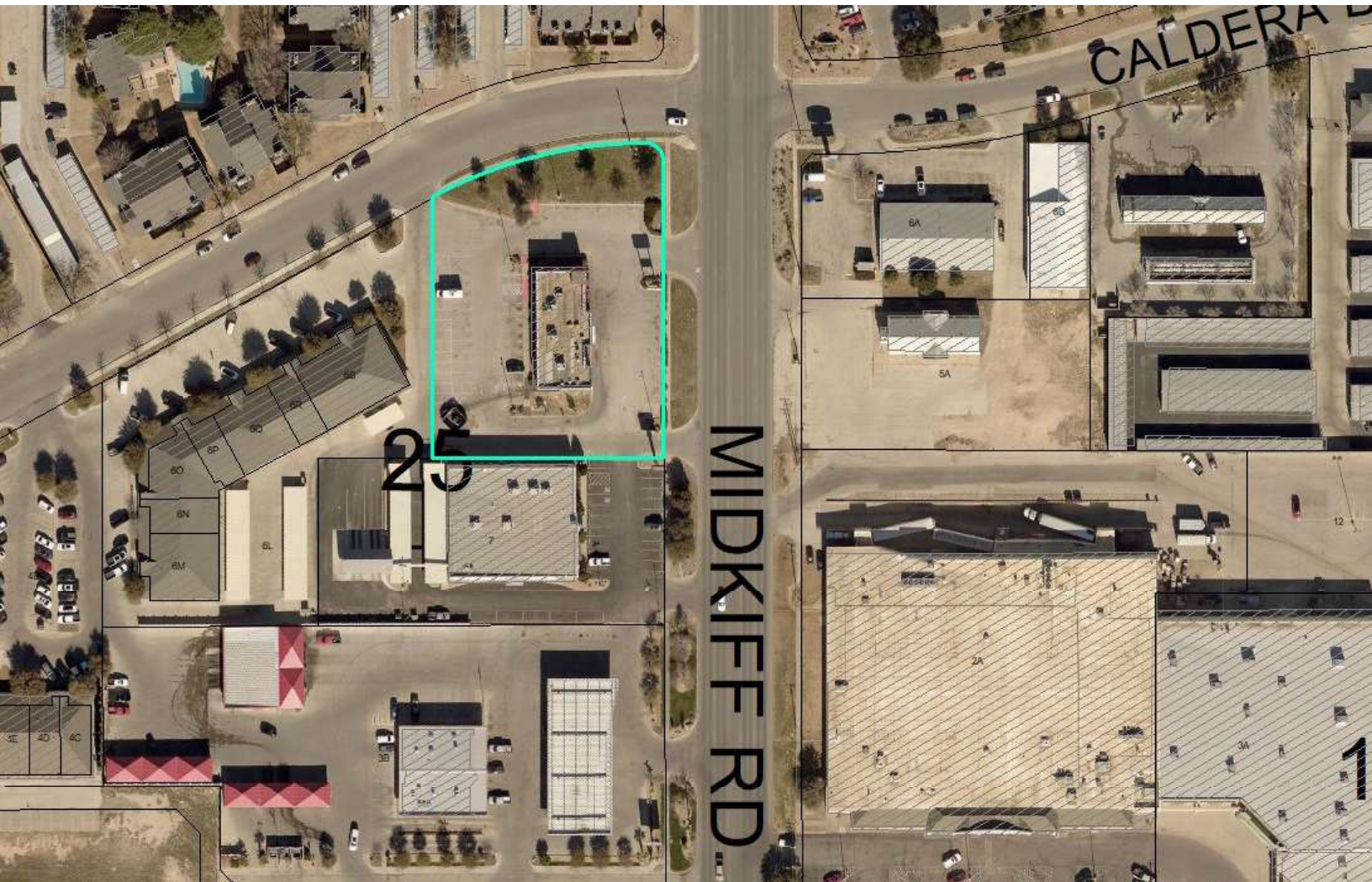
SUB-26-0999

Scale: 1" = 600'

ZONING MAP



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Planning and Zoning Commission Meeting

Item Number: 15.
Meeting Date: August 3, 2026
To: Planning and Zoning Commission
From: Lori Elliott, Planner
Subject: Motion approving, with staff's recommended conditions, a Preliminary Plat of Southern Addition, Section 37, being a replat of Lots 1 through 6, Block 129, Southern Addition, City and County of Midland, Texas. (Generally located at the southwest corner of the intersection of East Kentucky Avenue and South Marshall Street.)

Purpose:

Paladin Huckaba, on behalf of Hollowell United Methodist Church, is requesting to replat a property located at 400 South Marshall Street in District 2. The applicant is replatting 6 lots into 1 for future improvements on the property.

Recommended Action:

Deny

Fiscal Impact:

None

Strategic Priority:

QUALITY OF LIFE AND PLACE

Discussion:

Current Zoning:

MH, Manufactured Home District

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2023 NEC requirements, the 2015 International Fire Codes, local city ordinances, planning/zoning requirements, established setbacks, Health department regulations, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on the time of new code editions adopted in the City of Midland and date of permit application.

ENGINEERING: (Denied)

IMPACT FEES: Okay as Shown. [For Applicant's Information Only.]

ROW: Refer to Transportation's Comment's. [For Applicant's Information Only.]

PAVING: Kentucky roadway okay as is. No public paving improvements required. Marshall roadway okay as is. No public paving improvements required. Washington roadway okay as is. No public paving improvements required. [For Applicant's Information Only.]

WATER: 2" water exists in alley W of tract, okay as is. No public water improvements required. 6" water exists in Washington Street S of tract, okay as is. No public water improvements required. 6" water exists in Marshall Street E of tract, okay as is. No public water improvements required. [For Applicant's Information Only.]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None" [For Applicant's Information Only.]

SEWER: 6" sewer exists alley W of tract, okay as is. No public wastewater improvements required. 6" sewer exists in Kentucky Street N of tract, okay as is. No public wastewater improvements required. [For Applicant's Information Only.]

DRAINAGE: Drainage report is required during preliminary stage of the platting process. [Reference Midland City Code 11-2-3(D)8]

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

SIDEWALKS: Required with building permit. [For Applicant's Information Only.]

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.] No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

The Fire Department has reviewed the preliminary plat and has no objection at this time. This review is limited to preliminary plat considerations only and does not constitute full fire code approval. All future development shall comply with the 2015 International Fire Code (IFC) and local amendments, including but not limited to fire apparatus access (IFC §503), water supply and fire flow (IFC §507), fire hydrant placement (§507.5), and fire protection systems (§903), which will be reviewed at the time of civil plan and building permit submittal.

OIL AND GAS: (Approved)

No oil & gas issues.

SURVEYOR: (Approved with Conditions)

Need to set POB

ADDRESSING: (Approved):

No comments.

GIS: (Approved)

No comments.

OPTIMUM: (Approved)

No conflicts with this plat.

AT&T: (Approved)

No issues with AT&T

ONCOR: (Approved)

No conflicts or objections to this plat.

CRMWD: (Approved)

We do not have any comments on this plat.

HEALTH DEPARTMENT: (Approved)

Lot is close to a public sewer line, no need for a septic system.

PLANNING: (Denied)

Groundwater is not being used for this subdivision. Instead, the subdivision will be served by City utilities. [Informational]

Change the Planning & Zoning Chairman's name to "Joshua Sparks" [Informational]

Add names of abutting property owners with lot/block/subdivision name [11-2-3(A)1(d)]

Staff recommends denial of the Preliminary Plat of Southern Addition, Section 37. Should the Commission choose to approve, Staff recommends it be subject to the below conditions.

Condition:

A. That a drainage report be submitted and approved before the final plat application can be accepted. [11-2-3(D)8]

B. Approval of this preliminary plat is subject to the Final plat including all plat

comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.
[11-2]

Attachments:

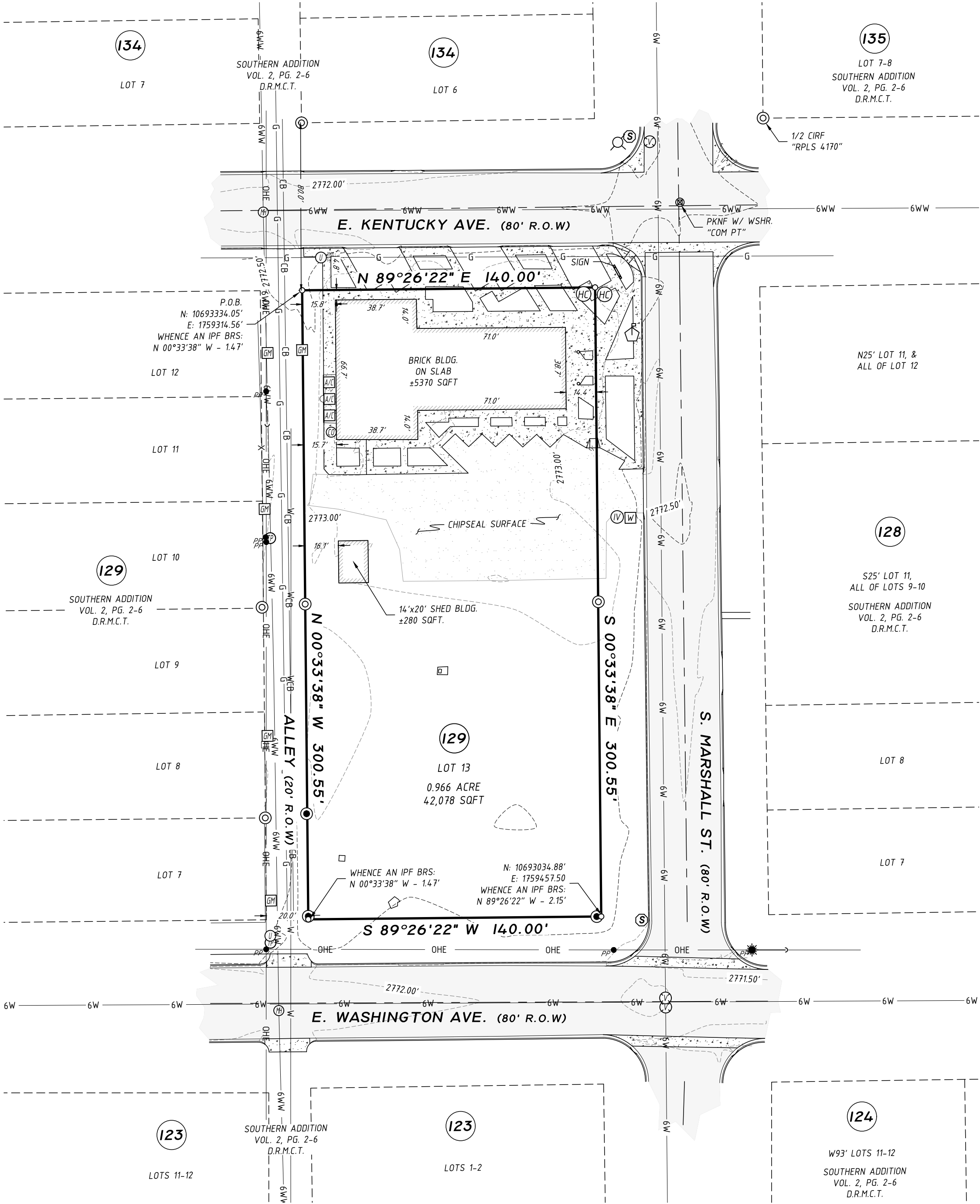
A. P-26-2584, Southern Addition, Section 37, Combined_Redacted

Lori Elliott, Development Services
Landon Ochoa, Development Services

Created/Initiated - 7/29/2026
Final Approval - 7/30/2026

SOUTHERN ADDITION, SECTION 37

BEING A RE-PLAT OF LOTS 1-6, BLOCK 129, SOUTHERN
ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS



UTILITY COMPANY'S CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

Utility company access forms with checkboxes for Atmos Energy, AT&T, Optimum, Astound Broadband, and Oncor Electric Delivery.

SURVEY NOTES:

- 1. BASIS OF PROJECTION: NAD 83 (2011)
- 2. SEE DOCCUM: COMPLETE RI
- 3. LOCATION OF OBSERVED 811 SITE: M1 1-800-DIG-T1
- 4. THIS IS A PI USED FOR CI AND SHALL SURVEYOR C

CERTIFICATE OF APP:

THIS IS TO CERTIFY APPROVED BY PROP: MIDLAND, TEXAS ON

DAY

ABRAHAM BEJIL, CHA

LONDON OCHOA, SEC

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS THE OWNER, IS THE RECORD OWNER OF A TRACT OF LAND SITUATED IN SECTION 35, BLOCK 39, T-1-S, T&P. RR. CO. SURVEY, AND BEING DESIGNATED AS LOT 13, BLOCK 129 HEREON, CITY AND COUNTY OF MIDLAND, TEXAS.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT HOLLOWELL UNITED METHODIST CHURCH, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT DESIGNATED AS SOUTHERN ADDITION, SECTION 37, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN THEREON; AND DO HEREBY GIVE AN EASEMENT OF INGRESS AND EGRESS TO THE CITY OF MIDLAND FOR GARBAGE COLLECTION, UTILITY FACILITY ACCESS AND MAINTENANCE, LOCATION AND MAINTENANCE OF TRASH CONTAINERS AND ACCESS THERETO, AND CONDITION SAID EASEMENT THAT NO CONSTRUCTION SHALL COMMENCE ON SAID LOT OR LOTS UNTIL THE EXACT LOCATION OF SAID CONTAINERS THEREWITH HAS BEEN SELECTED AND APPROVED BY THE DIRECTOR OF UTILITIES.

WITNESS MY HAND AT _____, M., THIS _____ DAY OF _____, 2026.

BY: WENDELL SMITH, PASTOR

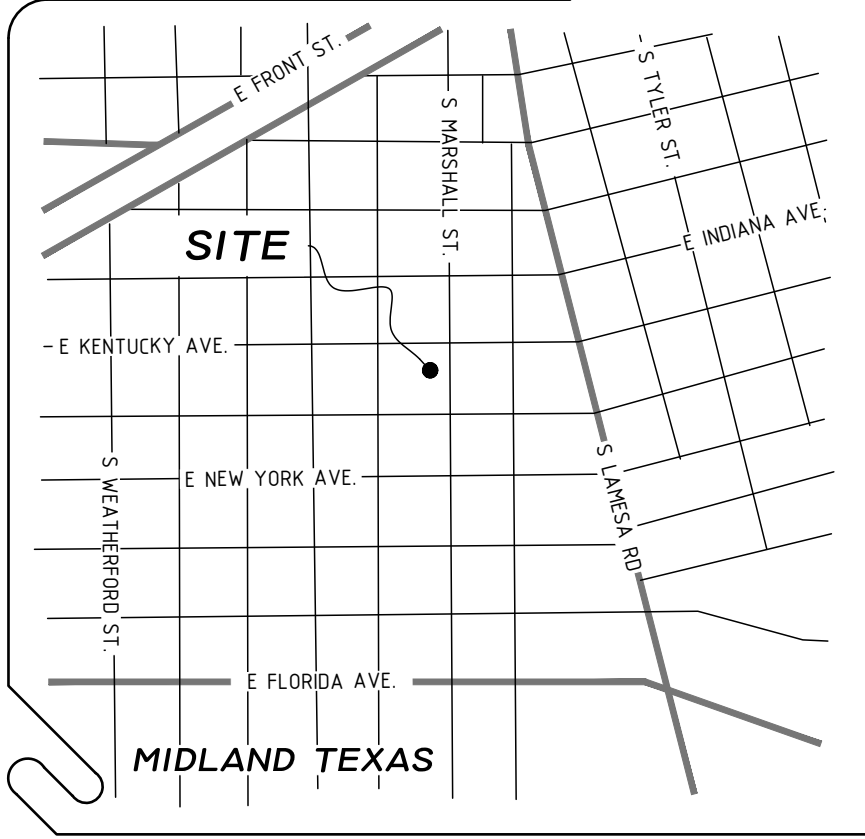
ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED WENDELL SMITH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE WAS ACTING AS OWNER, AND 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 THE _____ DAY OF _____, 2026.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

VICINITY MAP (NTS)



LEGEND

- PKNF W/ WASHER
- IPF
- IRF OR AS NOTED
- TO BE SET LOT CORNER
- A/C PAD
- CLEAN OUT
- ELECTRIC BOX
- ELECTRIC METER
- FIRE HYDRANT
- GAS METER
- GUY ANCHOR
- IRRIGATION VALVE
- LIGHT POLE
- MANHOLE
- POWER POLE
- TELEPHONE PEDESTAL
- WATER METER
- WATER VALVE

- BOUNDARY LINE
- ADJOINER PROPERTY LINES
- EXISTING FENCE
- EXISTING GAS LINE
- OVERHEAD ELECTRIC LINE
- 6" WASTEWATER
- 6" WATER MAIN
- EXISTING CENTERLINE
- CONCRETE
- PAVEMENT
- BUILDING
- BOLLARD
- MAIL BOX
- SIGN
- STOP SIGN
- HANDICAP SIGN
- DEED RECORDS
- MIDLAND CO., TX

20'

SCALE = 1" : 40'

SOUTHERN ADDITION, SECTION 37

PROPERTY OWNER



PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

NO. _____

DATE _____



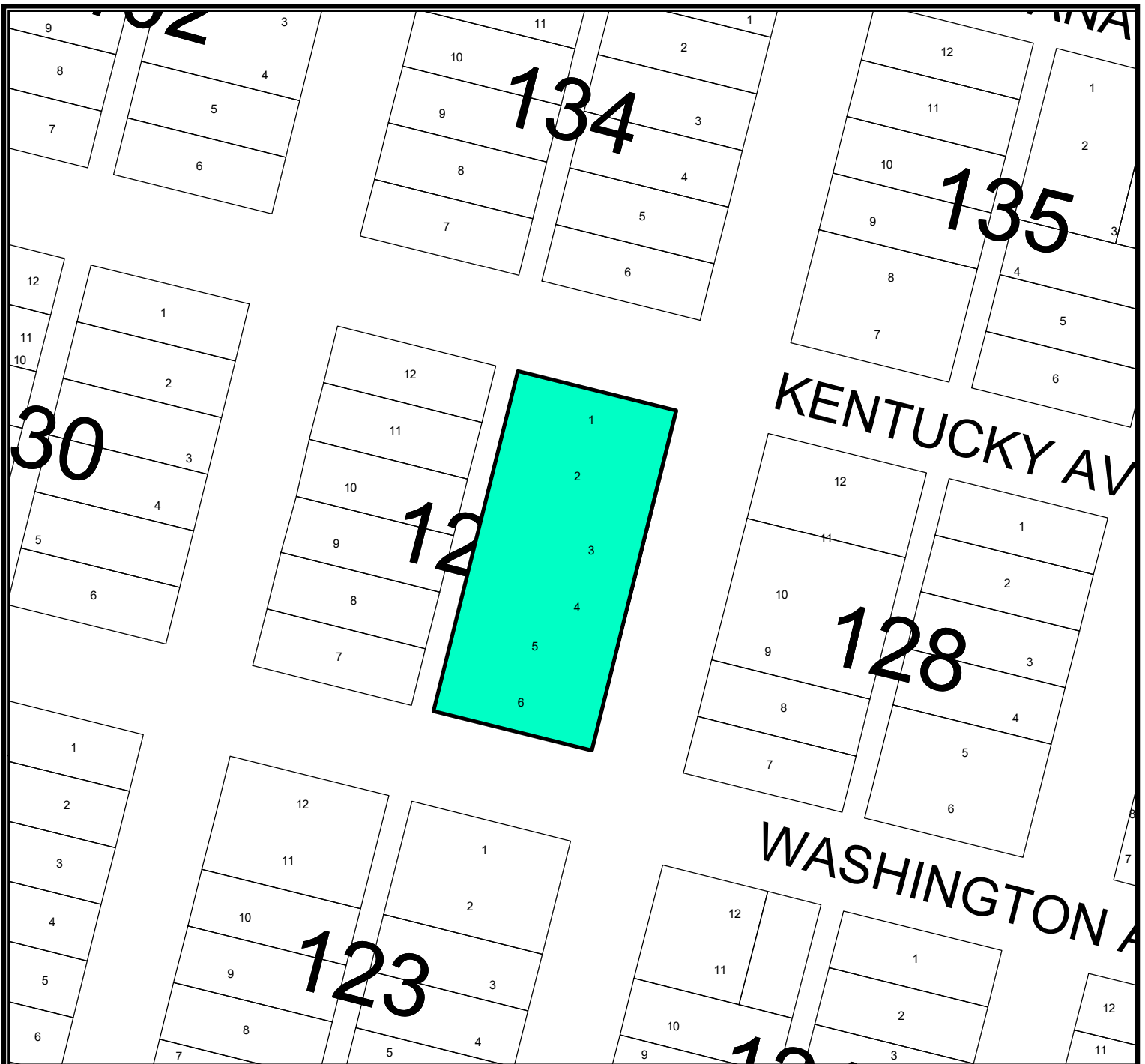
PROJ: 2606_004 6.24.26

TX FIRM #10194914
www.seer-grp.com
PO BOX 50193
MIDLAND, TX 79710
info@seer-grp.com

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: THAT I, PALADIN R. HUCKABA, A REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND ACCURATE SURVEY OF THE LAND AND THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY LOCATED UNDER MY PERSONAL SUPERVISION IN THE FIELD AND IN THE SUBDIVISION REGULATIONS OF THE STATE OF TEXAS.

PALADIN R. HUCKABA
REGISTERED PROFESSIONAL LAND SURVEYOR #7027
SEER LAND SURVEYING (TX FIRM #10194914)



Location Map

SUB-26-0992

Scale: 1" = 800'

Proposed plat of Southern Addition, Section 37, being a replat of Lots 1 through 6, Block 129, Southern Addition, City and County of Midland, Texas.

Generally located at the southwest corner of the intersection of East Kentucky Avenue and South Marshall Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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