

**RESOLUTION NO. 2013-09-03**

**RESOLUTION OF THE CITY OF WESTON, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT THE DEDICATION OF AN APPROXIMATE 2.3 ACRE TRACT OF LAND OUT OF THE WILLIAM CULWELL SURVEY, ABSTRACT NO. 184 FOR PUBLIC PARKLAND PURPOSES; PROVIDING THAT THE DEDICATION IS CONSISTANT WITH THE DEVELOPMENT PLAN SET FORTH IN THAT CERTAIN DEVELOPMENT AGREEMENT DATED DECEMBER 13, 2005 BY AND BETWEEN THE CITY OF WESTON AND HONEY CREEK PARTNERS, L.P., A TEXAS LIMITED PARTNERSHIP AND WESTON LAND LTD., A TEXAS LIMITED PARTNERSHIP, AS AMENDED; PROVIDING FOR CERTAIN CONDITIONS TO THE DEDICATION AND SETTING FORTH THE MUTUAL UNDERSTANDING AND AGREEMENT OF THE PARTIES WITH RESPECT TO THE DEDICATION; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Weston, Texas is a Type A general-law municipality located in Collin County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, on December 13, 2005 the City of Weston and Honey Creek Partners, L.P., a Texas Limited Partnership (the "Developer") and Weston Land Ltd., a Texas Limited Partnership entered into a development agreement pursuant to Chapter 212, Subchapter G of the Texas Local Government Code, which has subsequently been amended ("Development Agreement"); and

WHEREAS, the Development Agreement proposes a development plan for a master planned community, including the dedication and development of public parkland; and

WHEREAS, in furtherance of the development plan, on May 26, 2011 the Developer dedicated to the City an approximately 156.92 acre tract of land out of the A.J. Culwell Survey, Abstract No. 209 and the Grizzel Kennedy Survey, Abstract No. 489, Collin County, Texas (the "Park Tract"); and

WHEREAS, the Park Tract dedication instrument contains a reverter clause and the agreement (set forth in City of Weston Resolution No. 2011-05-02) between the City and the Developer governing the dedication provides that in the event the Park Tract should revert in accordance with the terms of the dedication, the Developer "covenants and agrees to convey that certain tract of land described by metes and bounds in Exhibit 'B' therein (the "Alternate Tract"); and

**WHEREAS**, ownership of the Park Tract has reverted to the Developer and the Developer now desires and agrees to dedicate the Alternate Tract, which is an approximate 2.3 acre tract of land out of the William Culwell Survey, Abstract No. 184 and described further in Exhibit "A" to this Resolution to the City, for public parkland purposes; and

**WHEREAS**, as a condition of the dedication, the Developer agrees to mow (or cause to be mowed) and maintain the Alternate Tract in exchange for ownership and possession of any hay (or other traditional agricultural production) that can be produced on the Alternate Tract by virtue of such mowing operations, until the Alternate Tract is developed as a park or included in the City's annual budget for maintenance of parkland; and

**WHEREAS**, the City and Developer agree that the Alternate Tract shall be used for matching value for grant applications and the Developer shall assist the City where possible to promote best possible amount for parkland improvements.; and

**WHEREAS**, the City and Developer acknowledge this dedication to be in full and final compliance with the agreement set forth in City of Weston Resolution No. 2011-05-02 and dated May 26, 2011 between the parties, regarding the subject matter set forth herein; and

**WHEREAS**, in order to facilitate the conveyance and acceptance of the Alternate Tract the Mayor is hereby authorized to accept the dedication on behalf of the City and to file or have filed the dedication instrument of record in the real property records of the County.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WESTON, TEXAS THAT:**

**SECTION 1.**

The recitals contained above are hereby adopted by the City Council as if copied verbatim herein and the Mayor is hereby directed to take all action necessary to carry out the purposes of this Resolution, contingent upon written agreement by the Developer with the terms and conditions of this Resolution.

SECTION 2.

That this Resolution shall be effective on and from its date of passage indicated below and it is so resolved.

RESOLVED AND ENTERED this the 10th day of September, 2013.

CITY OF WESTON  
Patti Harrington  
Patti Harrington, MAYOR

ATTEST:  
Susan Coffey  
Susan Coffey, City Secretary

For good and valuable consideration received, the sufficiency of which is hereby confessed, Honey Creek Partners, L.P. hereby acknowledges receipt of this Resolution as of the date set forth below and agrees to comply with the obligations attributed herein to the "Developer" in accordance to the terms and conditions set forth herein.

RECEIVED, ACKNOWLEDGED and AGREED TO by Honey Creek Partners, L.P. on this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

HONEY CREEK PARTNERS, LP,  
a Texas Limited Partnership

By: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_



FM 543

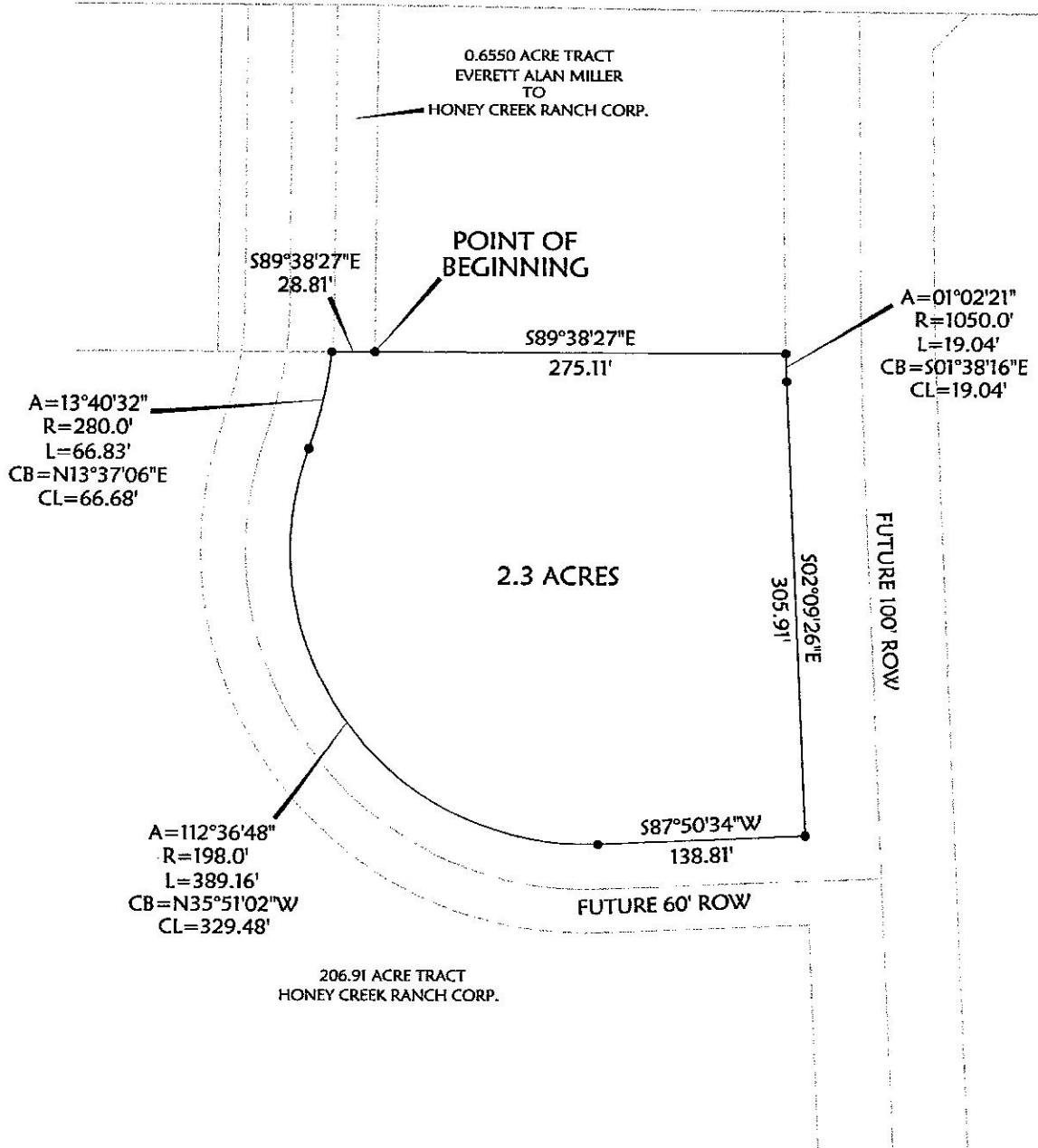


EXHIBIT "A"  
2.3 ACRE TRACT  
CITY PARK