

**AN ORDINANCE OF THE CITY OF COPPELL, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF COPPELL, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF COPPELL, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM PD-161R-SF-12 (PLANNED DEVELOPMENT-161-REVISED- SINGLE-FAMILY 12) TO PD-161R3-SF-12 (PLANNED DEVELOPMENT-161-REVISION 3-SINGLE-FAMILY 12) TO REVISE THE PLANNED DEVELOPMENT TO ALLOW FOR A VERMIN CONTROL HOG WIRE FENCE ON A PORTION OF LOT 14X, BLOCK A, OF THE STRATFORD MANOR ADDITION, ON 2.3 ACRES OF LAND LOCATED AT THE END OF THE CUL-DE-SAC ON STRATFORD LANE, AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR APPROVAL OF THE FENCE DETAIL, AND FENCE LOCATION PLAN, ATTACHED HERETO AS EXHIBITS “B” AND “C”; AND PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Planning and Zoning Commission and the governing body of the City of Coppel, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Coppel, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. PD-161R3-SF-12 should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Coppel, Texas, duly passed by the governing body of the City of Coppel, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from PD-161R-SF-12 (Planned Development – 161 Revised – Single-Family-12) to PD-161R3-SF-12, (Planned Development-161 Revision 3- Single-Family 3) to allow for a vermin control hog wire fence on a portion of Lot 14X,

Block A, Stratford Manor Addition, on 2.3 acres of land located the end of the cul-de-sac on Stratford Lane to revise the Planned Development to allow for a vermin control hog wire fence on said Lot and Block, as described in Exhibit “A” attached hereto and made a part hereof for all purposes, subject to the development regulations provided herein.

**SECTION 2.** That the Property will be used, developed and maintained for a common area lot within a Single-Family District as defined and provided in the Code of Ordinances, and, Planned Development ordinance PD-161R3-SF-12, as amended; and is hereby approved subject to the following development regulations:

- A. Except as amended herein, the property shall be developed in accordance with the Ordinance 91500-A-177 and 91500-A-390, PD-161R2-SF-12 and PD-161R3-SF-12, which is incorporated herein as set forth in full and hereby republished, except as amended herein.
- B. The Homeowners Association (HOA) shall be responsible for re-installation, repair, replacement and maintenance of fencing.
- C. In the event that drainage easement or creek access is needed by the City, the HOA shall be responsible for any removal, reinstallation, repair or maintenance of the fence.
- D. There shall be three (3) gate access points to allow for City access to the City’s drainage easement and located to provide access to the water cutoff valve for 748 Deforest Rd as depicted in Exhibit C.
- E. The fence area shall be kept free of debris and maintained to allow for the conveyance of water.
- F. A fence permit shall be required.

G. The fence shall be located on said Lot as depicted on Exhibit C and shall be attached on the eastern and western borders as provided therein.

**SECTION 3.** That the Fence Detail Plan (Exhibit B) and Fence Location Plan (Exhibit C), attached hereto, shall be deemed as the development regulations to this development and are incorporated herein as if set forth in full.

**SECTION 4.** That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Coppell, as heretofore amended, and as amended herein.

**SECTION 5.** That the development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

**SECTION 6.** That all provisions of the Ordinances of the City of Coppell, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 7.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 8.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 9.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Coppell, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 10.** That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Coppell, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

\_\_\_\_\_  
WES MAYS, MAYOR

ATTEST:

\_\_\_\_\_  
ASHLEY OWENS, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

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APPROVED:

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WES MAYS, MAYOR

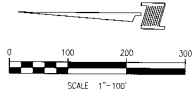
ATTEST:

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ASHLEY OWENS, CITY SECRETARY

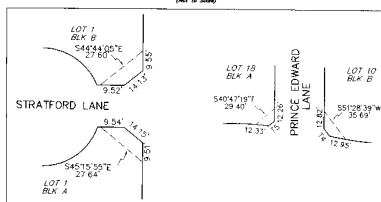
APPROVED AS TO FORM:

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

Exhibit A - Plat  
Page 1 of 1



DETAIL  
Common Area, Utility Easement,  
Wall Maint. & Landscape Esmt.  
(Not to Scale)



LINE	BEARING	LENGTH
11	S60°40'30\"	29.89
12	S69°30'36\"	31.87
13	S00°12'35\"	136.12
14	S51°58'37\"	15.68
15	S49°28'21\"	15.67
16	S38°06'40\"	30.00
17	S33°25'17\"	40.80
18	S00°12'44\"	114.80
19	S00°12'44\"	103.17
20	S08°18'18\"	186.70
21	S74°17'09\"	18.54
22	S41°28'24\"	53.71
23	S48°17'00\"	105.00
24	N88°23'18\"	56.29
25	S74°03'28\"	56.67
26	N87°28'47\"	88.08
27	S85°17'08\"	105.89
28	S00°21'44\"	11.18
29	S00°21'44\"	11.37
30	S44°01'11\"	14.72
31	S45°18'49\"	14.15
32	N00°21'44\"	12.44
33	N00°21'44\"	24.44
34	N14°56'30\"	197.84
35	N41°58'30\"	174.90

CURVE	DELTA	RADIUS	TANGENT	CHORD	BEG.	END
C1	108°30'36\"	65.00	91.01	124.58	N60°31'17\"	109.79
C2	81°30'36\"	14.00	8.20	14.87	S48°26'20\"	14.33
C3	108°30'36\"	65.00	91.01	124.58	S00°12'44\"	109.88
C4	58°47'07\"	14.00	8.20	14.81	S00°12'44\"	13.95
C5	0°28'12\"	750.00	65.43	135.86	S24°04'21\"	132.99
C6	17°30'13\"	1000.00	183.99	305.49	N00°34'08\"	304.31
C7	107°00'36\"	1000.00	87.63	174.81	S04°38'45\"	174.59
C8	153°32'46\"	500.00	86.63	133.31	S07°33'08\"	130.83
C9	28°12'56\"	375.00	87.32	171.58	N00°18'04\"	170.69
C10	117°00'17\"	500.00	48.86	87.47	S02°33'03\"	87.31
C11	33°33'36\"	100.00	35.15	58.57	S17°08'27\"	57.74
C12	33°33'36\"	100.00	35.15	58.57	N08°26'16\"	58.53
C13	33°33'36\"	100.00	35.15	58.57	N08°26'16\"	57.74
C14	143°44'24\"	190.00	24.29	46.37	S07°34'54\"	48.19
C15	153°32'46\"	500.00	86.63	133.31	S07°34'54\"	85.27
C16	180°00'00\"	29.00	inf	91.11	S00°00'00\"	58.00
C17	180°00'00\"	29.00	inf	91.11	N00°00'00\"	58.00

STATE OF TEXAS  
COUNTY OF DALLAS

WHEREAS, PROSPER LAND COMPANY, L.L.C., and BRENTWOOD BUILDERS, INC. are the owners of a tract of land situated in the Wilam A. Trimble Survey, Abstract No. 1268 in the City of Coppell, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set for corner being on the north line of DeForest Road to a 40' right of way, said point also being the southwest corner of a tract of land as conveyed to O.W. McDonald and Elizabeth McDonald by deed recorded in Volume 98107, Page 3061 of the Deed Records of Dallas County, Texas;

THENCE N89°44'05\"

392.04 feet along the said north line of DeForest Road to a 1/2 inch iron rod set for corner;

THENCE N00°23'48\"

1687.53 feet leaving the said north line of DeForest Road to a point for corner,

said point being in the approximate centerline of Denton Creek;

THENCE along the said approximate centerline of Denton Creek the following courses and distances

S73°00'00\"

108.00 feet to a point for corner,

THENCE S75°00'00\"

51.00 feet to a point for corner,

THENCE N84°31'00\"

80.00 feet to a point for corner,

THENCE N63°40'00\"

94.00 feet to a point for corner,

THENCE N46°08'00\"

55.00 feet to a point for corner,

THENCE N36°30'00\"

74.33 feet continuing along the said approximate centerline of Denton Creek to a

point for corner, said point also being the northwest corner of The Estates of Cambridge Manor, Phase One, an

addition to the City of Coppell, as recorded in Volume 94250, Page 348 of the Deed Records of Dallas County, Texas;

THENCE S00°21'44\"

1805.76 feet along the west line of said The Estates of Cambridge Manor, and passing at 1536.37 feet the northeast corner of said The Estates of Cambridge Manor and the northwest

corner of the said McDonald tract, to the Point of Beginning and containing 15126 acres (658,875 square

feet) of land;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT, PROSPER LAND COMPANY, L.L.C., and BRENTWOOD BUILDERS, INC., acting herein by and through it's duly

authorized officers, do hereby adopt this plat designating the hereinabove described property as STRATFORD

MANOR, an addition to the City of Coppell, Texas, and do hereby dedicate to the public use forever, the streets

and easements shown herein are hereby reserved for the purpose as indicated

No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over

or across the "Utility Easements" as shown. Said "Utility Easements" being hereby reserved for the mutual use

and accommodation of all public utilities desiring to use or using same. All and any public utility shall have

the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other

improvements or growths which may in any way endanger or interfere with the construction, maintenance or

efficiency of its respective system on the "Utility Easements" and all public utilities shall at all times have the

full right of ingress and egress to and from, and upon the said "Utility Easements" for the purpose of

constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing from all or parts of

its respective system without the necessity of any time of procuring the permission of anyone

Witness my hand at Coppell, Texas this 17 day of January, A.D. 1999 2000

PROSPER LAND COMPANY, L.L.C.

By: *Harvey K. Hulse* HARVEY K. HULSE

By: *Robert G. DelSantier* ROBERT G. DELSANTIER, PRESIDENT

STATE OF TEXAS & COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally

appeared Harvey K. Hulse, known to me to be the person and officer whose name is subscribed to the

foregoing instrument and acknowledged to me that the same was the act of the said Prosper Land Company,

L.L.C., 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 17 day of January, 2000

Notary Public in and for the State of Texas

STATE OF TEXAS & COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally

appeared Robert G. DelSantier, known to me to be the person and officer whose name is subscribed to the

foregoing instrument and acknowledged to me that the same was the act of the said Brentwood Builders, Inc.,

L.L.C., 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 17 day of January, 2000

Notary Public in and for the State of Texas

STATE OF TEXAS & COUNTY OF DALLAS

Before me, the undersigned, a Notary Public in and for the said County and State, on this day personally

appeared V.L. Matocchia, known to me to be the person and officer whose name is subscribed to the

foregoing instrument and acknowledged to me that the same was the act of the said V.L. Matocchia,

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Notary Public in and for the State of Texas

STATE OF TEXAS & COUNTY OF COLLIN

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### SMHOA - Hog Wire Fence


The hog wire panel is 16ft wide by 52 inches tall.  
There are 7 rows of sections 8 inches wide by 6 inches tall.  
and 2 rows, at the bottom, of sections 8 inches wide by 4 inches

## LEGEND

-  HOG WIRE FENCE
-  GATE

Gates to be located on Lot 14X:

1. Adjacent to 717 Stratford Lane. To allow for access to 748 Deforest Lane water shutoff valve.
2. In the City's drainage easement.
3. Adjacent to 718 Stratford Lane to allow for access.

