

# OFFICIAL RECORD

## SOUTHLAKE TOWN SQUARE PHASE ONE, COMMERCIAL DEVELOPERS AGREEMENT

An agreement between the City of Southlake, Texas, (hereinafter referred to as the "City"), and the undersigned Developer, (hereinafter referred to as the "Developer"), of a commercial development known as Southlake Town Square - Phase 1, " to the City of Southlake, Tarrant County, Texas. (more particularly described in Exhibit A attached hereto, hereinafter referred to as the "Subdivision") for the installation of certain community facilities and improvements designed to provide city services to the Subdivision and that are intended to be dedicated as public facilities. as more fully described in this agreement.

### I. GENERAL REQUIREMENTS:

- A. It is agreed and understood by the parties hereto that the Developer shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public facilities covered by this agreement.
- B. Developer will present to City either a cash escrow, Letter of Credit, performance bond or payment bond acceptable to City guaranteeing and agreeing to pay an amount equal to 100% of the value of the construction cost of all public facilities to be constructed by Developer, and providing for payment to City of such amounts, up to the total remaining amounts required for the completion of the Subdivision if Developer fails to complete the work within two (2) years of the signing of this agreement. A Best-rated bonding company should approve all bonds. All letters of credit must meet the Requirements for Irrevocable Letter of Credit attached hereto and incorporated herein.

The value of the performance bond, letter of credit or cash escrow will reduce at a rate consistent with the amount of work that has been completed by Developer and accepted by City. Lien releases will accompany each request for reduction executed by the contractors performing the work. A performance and payment bond, letter of credit or cash escrow from the prime contractor(s) or other entity reasonably acceptable to City, hereinafter referred to as Contractor, will be acceptable in lieu of Developer's obligations specified above.

- C. Developer agrees to furnish to City maintenance bonds, letters of credit or cash escrow amounting to 20% of the cost of construction of underground public utilities and 50% for the paving. These maintenance bonds, letters of credit or cash escrow will be issued prior to the final City acceptance of the Subdivision and will guarantee for a period of two (2) years that all public

facilities covered by this agreement will be free of defects or failures due to materials or workmanship. The maintenance bonds, letters of credit or cash escrow will be issued on behalf of the contractors performing the work, and City will be named as the beneficiary if the contractors fail to perform any required maintenance.

- D. It is further agreed and understood by the parties hereto that upon acceptance by City, title to the public facilities shall be vested in City, and upon dedication by Developer and acceptance by City, Developer relinquishes any right, title, or interest in and to the public facilities or any part thereof. It is further understood and agreed that until City accepts the public facilities, City shall have no liability or responsibility in connection with any such facilities. City shall accept the facilities upon their completion in accordance with the approved plans and specifications. Acceptance of the public facilities shall occur at such time that City, through its City Manager or his duly appointed representative, provides Developer with a written acknowledgment that all public facilities are complete, have been inspected and approved and are being accepted by City. Developer agrees to transfer fee simple title to City by general warranty deed to all street rights-of-way and other property upon which public facilities are constructed.
  
- E. Developer agrees to dedicate and transfer fee simple title to City by general warranty deed to all property intended for park use upon filing of the final plat. City will allow Developer to perform work on this dedicated property in conjunction with the development of the Subdivision.
  
- F. On all public facilities included in this agreement for which Developer awards his own construction contract, Developer agrees to the following procedure:
  - 1. Developer agrees to pay the following:
    - a. Inspection fees equal to three percent (3%) of the cost of the water, street, drainage and sanitary sewer facilities, for which Developer awards his or her own construction contract, to be paid prior to construction of each phase and based on actual bid construction cost;
  
    - b. Administrative Processing Fee equal to two percent (2%) of the cost of water, street, drainage and sanitary sewer facilities, for which Developer awards his or her own construction contract, to be paid prior to construction of each phase and based on actual bid construction cost;
  
    - c. Trench testing (95% Standard);

- d. The additional charge for inspections during Saturday, Sunday, holidays, and after normal working hours;
  - e. Any charges for retesting as a result of failed tests;
  - f. All gradation tests required to insure proper cement and/or lime stabilization.
2. City agrees to bear the expense of:
- a. All nuclear density tests on the roadway sub grade (95% Standard);
  - b. Technician's time for preparing concrete cylinders; and
  - c. Concrete cylinder tests and concrete coring samples.

City can delay connection of buildings to service lines or water mains constructed under this agreement until said water mains and service lines have been completed to the satisfaction of and accepted by City.

- G. Developer will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in the Subdivision that have not been sold to third parties. After fifteen (15) days written notice, should Developer fail in this responsibility, City may contract for this service and bill Developer for reasonable costs. Such amount shall become a lien upon all real property of the Subdivision so maintained by the City, and not previously conveyed to other third parties, 120 days after Developer has notice of costs.
- H. Any guarantee of payment instrument (Performance Bond, Letter of Credit, etc.) submitted by Developer or a Contractor on a form other than the one which has been previously approved by City as "acceptable" shall be submitted to the City Attorney for City and this agreement shall not be considered in effect until the City Attorney has approved the instrument. Approval by City shall not be unreasonably withheld or delayed.
- I. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that City, through the City Manager, shall retain the right to reject any surety company as a surety for any work under this or any other Developer's Agreement with City regardless of such company's authorization to do business in Texas. Approval by City shall not be unreasonably withheld or delayed.

- J. Developer agrees to fully comply with the terms and conditions of all other applicable development regulations and ordinances of City. The approved Development Regulations for the Subdivision are attached hereto as Exhibit C.
- K. Developer agrees that the project will be constructed in conformance with the Site Plan attached hereto as Exhibit D (hereinafter referred to as the "Site Plan") and any construction plans and other permits or regulatory authorizations approved and/or granted by City during the development review process.

II. PUBLIC FACILITIES:

Developer will install the public facilities in accordance with the approved plans and specifications. Developer will provide all construction period funding for construction costs, materials and engineering of the public facilities. The following additional terms will apply:

A. ON SITE WATER:

Developer hereby agrees to install water facilities to service lots as shown on the Final Plat of the Subdivision attached hereto as Exhibit A. Water facilities will be installed in accordance with plans and specifications to be prepared by Developer's engineer and released by City. Further, Developer agrees to complete this installation in accordance with Ordinance No. 170 and shall be responsible for all construction costs, materials and engineering. In the event that certain water lines are to be oversized because of City requirements, City will reimburse Developer for the oversize cost greater than the cost of an 8" line. Additionally, City agrees to provide temporary water service at Developer's request and expense, for construction, testing and irrigation purposes only, to individual lots during the construction of buildings, even though sanitary sewer service may not be available to the buildings.

Developer will construct a 20" water line as part of the project as shown on the approved construction plans. City will reimburse Developer for the cost of oversizing this line from 8" to 20".

B. DRAINAGE:

Developer agrees to construct the necessary drainage facilities within the addition. These facilities shall be in accordance with the plans and specifications to be prepared by Developer's engineers, released by the City Engineer, and made part of the final plat as approved by the City Council.

Developer hereby agrees to fully comply with all EPA requirements relating to the planning, permitting and management of storm water which may be in force at the time that development proposals are being presented for approval by City, or that may be modified by the EPA.

C. STREETS:

If applicable, the street construction in the Subdivision shall conform to the requirements in Ordinance No. 217. Streets will be installed in accordance with plans and specifications to be prepared by Developer's engineer and released by the City Engineer.

1. Developer will be responsible for: a) Installation and two year operation of street lights; b) Installation of all street signs designating the names of the streets inside the subdivision, said signs to be of a type, size, color and design standard generally employed by Developer and approved by City in accordance with City ordinances; c) Installation of all regulatory signs recommended by the Manual on Uniform Traffic Control Devices and as directed by an engineering study performed by Developer's engineer and reviewed by the Director of Public Works.
2. All street improvements will be subject to inspection and approval by City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this agreement. All water, sanitary sewer, and storm drainage facilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are programmed. It is understood by and between Developer and City that this requirement is aimed at substantial compliance with the majority of the pre-planned facilities.

It is understood that in every construction project, a decision later may be made to realign a line or service which may occur after construction has commenced. Developer has agreed to advise the City Director of Public Works as quickly as possible when such a need has been identified and to work cooperatively with City to make such utility change in a manner that will be least disruptive to street construction or stability.

D. ON-SITE SANITARY SEWER FACILITIES:

Developer hereby agrees to install sanitary sewerage collection facilities to service lots as shown on the final plat of the Subdivision. Sanitary sewer facilities will be installed in accordance with the plans and specifications to be prepared by Developer's engineer and released by City. Further, Developer agrees to complete this installation in compliance with all applicable City ordinances, regulations and codes and shall be responsible for all construction costs, materials, engineering, permits and impact fees.

E. EROSION CONTROL:

During construction of the Subdivision and after the streets have been installed, Developer agrees to keep the streets free from soil build-up. Developer agrees to use soil control measures such as hay bales, silt screening, hydro mulch, etc., to prevent soil erosion. It will be Developer's responsibility to present to the Director of Public Works a soil control development plan that will be implemented for the Subdivision. When in the opinion of the Director of Public Works there is sufficient soil build-up on the streets or other drainage areas and notification has been given to Developer, Developer will have seventy-two (72) hours to clear the soil from the affected areas. If Developer does not remove the soil within 72 hours, City may cause the soil to be removed either by contract or City forces and place the soil within the subdivision at Developer's expense. All fees owed to City will be collected prior to acceptance of the Subdivision.

Developer shall obtain, prior to start of construction, a NPDES permit from the EPA and shall provide this permit to City. Developer shall be solely responsible for insuring compliance with all EPA regulations for erosion control and storm water management.

F. USE OF PUBLIC RIGHT-OF-WAY:

1. It is understood by and between City and Developer that the public facilities covered by this agreement provide unique amenities within public right-of-way, such as landscaping, irrigation, lighting, etc., for the enhancement of the addition. Developer agrees to maintain these amenities until the public facilities are dedicated to and accepted by City.
2. City shall permit building projections into public easements and street right-of-way consistent with the Site Plan. Developer shall maintain all such projections in a safe and non-injurious manner and agrees to indemnify and hold harmless City from any and all damages, loss or liability of any kind whatsoever by reason of injury to property or third persons occasioned by its use of the public right-of-way with regard

to such projections and Developer shall, at its own cost and expense, defend and protect City against all such claims and demands. Developer (or assignees) shall provide annual evidence of liability insurance to City. City shall be informed by the insurance company of any lapse or cancellation of such liability insurance. (Projections shall be as defined in the Development Regulations, Section 4.0.)

3. City will maintain all streets, sidewalks, utilities, public parks and other public facilities from and after the date of dedication of and acceptance by City of such improvements.

G. DESIGN PARTICIPATION

It is understood that this project will include numerous features and amenities that will impact the aesthetics and maintenance of this area. Developer and City will develop a supplemental agreement which will cover the details of amenity selection and approval.

H. START OF CONSTRUCTION:

Before the construction of the water, sewer, streets or drainage facilities can begin, the following must take place:

1. Approved payment and performance bonds submitted to City in the name of City prior to the commencement of any work.
2. At least five (5) sets of construction plans stamped "Released for Construction" by the City Engineer.
3. All fees required by City to be paid to City.
4. This agreement shall have been executed.
5. Developer, or Contractor shall furnish to City a policy of general liability insurance.
6. A Pre-Construction Meeting to be held with all Contractors, major Sub-Contractors, Utilities and appropriate Government Agencies.

III. GENERAL PROVISIONS:

A. INDEMNIFICATION

**DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, OCCUPANCY, USE, EXISTENCE OR LOCATION OF THE PUBLIC FACILITIES, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, LICENSEES, INVITEES, OR TRESPASSERS.**

- B. Venue for any action brought hereunder shall be in Tarrant County, Texas.
- C. Approval by the City Engineer or other City employee of any plans, designs or specifications submitted by Developer pursuant to this agreement shall not constitute or be deemed to be a release of the responsibility and liability of Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that approval by the City Engineer signifies City's approval on only the general design concept of the improvements to be constructed. In this connection, Developer shall for a period of two (2) years after the acceptance by City of the completed construction project, indemnify and hold harmless City, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and Developer shall defend at his own expense any suits or other proceedings brought against City, its officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection herewith.



- D. This agreement or any part thereof or any interest herein, shall not be assigned by Developer without the express written consent of the City Manager, which shall not be unreasonably withheld or delayed.
- E. On all public facilities included in this agreement for which Developer awards his own construction contract, Developer agrees to employ a construction contractor who is approved by City, which approval shall not be unreasonably withheld or delayed, said contractor to meet City and statutory requirements for being insured, licensed and bonded to do work on public projects and to be qualified in all respects to bid on public projects of a similar nature.

In addition, Developer, or Contractor shall furnish the payment and performance bonds in the name of City prior to the commencement of any work hereunder and shall also furnish to City a policy of general liability insurance.

- F. Work performed under this agreement shall be completed within two (2) years from the date thereof. In the event the work is not completed within the two (2) year period, City may, at its election, draw down on the performance bond, letter of credit or other security provided by Developer and complete such work at Developer's expense; provided, however, that if the construction under this agreement shall have started within the two (2) year period, City may agree to renew the agreement with such renewed agreement to be in compliance with City policies in effect at that time.
- G. Prior to final acceptance of the Subdivision, Developer shall provide to City three (3) copies of Record Drawings of this project, showing the public facilities as actually constructed. In addition, Developer shall provide electronic files in a .dxf format showing the sanitary sewer plan and profile, storm drain plan and profile, street plan and profile, and water line plan.

#### IV. OTHER ISSUES:

##### A. OFF-SITE DRAINAGE:

Developer has agreed to design on-site detention facilities so that there is no increase in storm water runoff from the Subdivision. In the event that Developer, with City's review and approval, chooses to modify this design, then Developer shall contribute to off-site improvements as needed to increase the off-site capacity to handle the increased runoff.

##### B. OFF-SITE SEWER AND WATER FEES:

There are no off-site sewer, off-site drainage, or off-site water structures required for the Subdivision.

C. PARK FEES:

Developer is entitled to 100% credit for park dedication fees applicable to the Subdivision and also shall be allowed to carry forward 0.9 acres (\$36,590) credit to future phases of development.

D. TREE PRESERVATION ORDINANCE:

All construction activities shall meet the requirements of the Tree Preservation Ordinance No. 585-A (and any amended versions).

E. CITY'S PURCHASE OF LAND AND RIGHT-OF-WAY:

In connection with the development of the subdivision, City has created a Tax Increment Reinvestment Zone No. 1 (the "TIRZ") to promote the development of a "downtown" area of City and to provide for funding in connection with the construction and purchase of certain public facilities. Because the Subdivision will serve as City's "downtown" area, City deems it necessary to obtain fee simple title to all street rights-of-way and real property upon which public facilities will be constructed. This purchase will include the fee simple title to all park land within the Subdivision, which includes in excess of the minimum requirements of City's Subdivision Ordinance. Developer will convey the above property to City by general warranty deed. In consideration for such conveyance, City agrees to pay Developer, subject to the conditions and limitations set forth in Section IV.F. below, the following sums:

1. Forty percent (40%) of the cost of all streets, sidewalks, landscaping and associated street scape improvements identified on Exhibit B, not to exceed \$2,900,000.00.
2. The cost of the design and construction of public park facilities identified on Exhibit B as the "Town Square Park" and the "Bandshell Park", including all landscaping, paving, special structures and other amenities constructed therein, not to exceed \$1,130,000.00.
3. The total expenditure by City for all street rights-of-way and park property shall not exceed \$4,000,000.00. If City's cost under Paragraph IV.E.1. is less than \$2,900,000.00, such excess monies may be applied to the costs of the public park

facilities under paragraph IV.E.2.; provided, however, any costs over \$4,000,000.00 shall be at Developer's sole expense.

4. Developer agrees to pay the up-front cost of design and construction of the proposed traffic signal at street "B" and F.M. 1709 as depicted in the Site Plan. City will reimburse Developer for up to 50% of the final cost of design and construction of such signal, not to exceed \$40,000.00. This payment toward the traffic signal shall be additional compensation for the street rights-of-way and parks and shall be over and above City's payments under Paragraphs IV.E.1., 2., and 3.

F. PAYMENTS TO DEVELOPER:

1. City's payment obligations under Section IV.E. are expressly contingent upon:
  - a. *City's participation in the TIRZ;*
  - b. the dedication by Developer and acceptance by City of all public facilities;
  - c. completion by Developer of the initial six (6) buildings in the Subdivision, containing not less than 250,000 gross square feet of building area, identified as Phase I on Exhibit D;
  - d. the issuance of certificates of occupancy for eighty percent (80%) of the retail users within the 250,000 gross square feet identified in Paragraph IV.F.I. above and;
  - e. the availability of funds from:
    - i) incremental real property tax revenues within the TIRZ (the "TIRZ tax revenues");
    - ii) incremental business personal property city tax revenues generated within the Subdivision (the "personal property tax revenues"); and

- iii) incremental 1% City General Fund sales tax revenues generated within the Subdivision

sufficient to meet obligation as described below.

2. The City's payments to Developer for the rights-of-way and real property described above shall be met from available TIRZ tax revenues after payment of the annual debt service for the Joint Use Facility described in Section IV.J. below, commencing with the tax year beginning January 1, 2000 (fiscal year ending September 30, 2001). However, should there be insufficient TIRZ tax revenue to meet the payment obligation to Developer after payment of the annual debt service for the Joint Use Facility, a combination of the TIRZ tax revenues, the personal property tax revenues, and sales tax revenues will be used for the payment to Developer of the estimated \$4,000,000.00 purchase price.
  - a. These payments are anticipated to be made until September 30, 2018, or until the purchase price of the \$4,000,000.00 is paid.
  - b. In the event the city wishes to accelerate repayment of this amount, it shall be based upon the principal amount outstanding at that time. The amortization schedule shall be jointly agreed upon by City and Developer and approved by separate agreement.
  - c. If annual revenues received from the three taxing streams (the TIRZ tax revenues, the personal property tax revenues, and the sales tax revenues) are not sufficient to cover the debt service for the Joint Use Facility, no payment shall be made to Developer for that year.
  - d. After payment of debt service for the Joint Use Facility, the remaining revenues from the three taxing streams identified above shall be dedicated to payment to Developer, not to exceed the annual debt service payment described in the amortization schedule agreed upon by City and Developer.
3. If an initial certificate of occupancy is not issued for the Subdivision within two (2) years from the date of execution of this agreement,

City's obligation will be null and void and City should be released from any obligation to make the payments provided above.

G. CHANGE IN USE:

In the event that City determines to change the use of any real property in the Subdivision which is purchased pursuant to this agreement for street rights-of-way or public park purposes, any design of structures shall be subject to the review and approval of the Subdivision's Architectural Review Committee ("ARC") which shall be formed prior to City's purchase of such street rights-of-way and/or public park(s).

H. DRIVEWAY RELOCATION:

Developer agrees that upon relocation of North Carroll Avenue substantially as shown on the Site Plan, Developer will relocate the driveway of Mr. Jurgen Strunck located at 200 North Carroll Ave., Southlake, Texas 76092, in accordance with plans approved by Mr. Strunck, City and Developer, at Developer's sole cost and expense.

I. NORTH CARROLL AVENUE RELOCATION AND WIDENING:

The Site Plan includes the relocation and widening of North Carroll Avenue in accordance with preliminary plans and specifications provided to Developer by City. Terms of such relocation and widening shall be as follows:

1. Developer will dedicate approximately 1.985 acres of land as shown on the Final Plat to allow for construction of the road improvements. In consideration for this dedication, City agrees to vacate the existing North Carroll Avenue right-of-way and to quit claim same. City will acquire all other necessary easements or rights-of-way from adjacent landowners. Developer will cooperate with City in obtaining the consent of such adjacent landowners.
2. City will employ a civil engineer and other outside consultants as necessary for the design and preparation of the final plans and specifications for the relocation and widening of North Carroll Avenue.
3. City will pay all construction costs, materials and engineering, including all earthwork, infrastructure, paving, landscaping, traffic light(s) (including the relocation thereof, if necessary), and other improvements and related costs associated with the North Carroll Avenue realignment and widening project. Such costs shall be in

addition to the payments by City to Developer under Section IV. E. of this agreement.

4. Completion of the North Carroll Avenue work will not be a condition precedent to completion of Developer's performance with respect to the Subdivision, and will not be a condition precedent to or delay Developer's receipt of certificates of occupancy for buildings within the Subdivision, City's acceptance of public facilities constructed by Developer, City's payment obligation as described in Section IV. E. herein, or otherwise.

J. CITY HALL:

Developer will convey fee simple title to City by general warranty deed to approximately 0.689 acres of land for a new joint use City/ Administration Facility (hereinafter referred to as the Joint Use Facility). Concurrently herewith, Developer and City will enter into an agreement for design, development, construction and operation of the Joint Use Facility. The terms of that agreement will be substantially in accordance with the Memorandum of Understanding attached hereto as Exhibit E.

K. CONSTRUCTION PERMITTING AND OVERSIGHT:

1. City will allow development of the Subdivision to occur under a staged building permit. Separate permits or approvals may be issued to allow the following stages of construction to proceed in sequence. A permit for any stage of construction may be processed for review and approval independently of submission or approval of final design and construction drawings for any subsequent stage of construction:
  - a. grading and sitework;
  - b. utilities and paving;
  - c. foundation and superstructure; and
  - d. final building permit.
2. City will process applications for construction approvals in accordance with its guidelines; provided, however, City will hire additional personnel or contract with private companies for engineering consulting services as may be needed to allow for the timely review and approval of construction plans pursuant to this paragraph. If necessary to facilitate efficient response time, City will provide an on-

site person for permit review and approval and for inspection functions. In the event City provides such on-site person, Developer will provide housing on-site for such person at no cost to City.

L. PUBLIC SAFETY FACILITY:

Developer agrees to provide space for a Department of Public Safety Satellite Facility within the Subdivision. The location and size of this facility will be covered by a separate agreement to be developed once final building plans have been completed.

**SIGNED AND EFFECTIVE on the date last set forth below:**

**SOUTHLAKE VENTURE WEST L.P.**

By: Rialto Southlake West, L.P.  
its General Partner

By: CS Southlake Property West, LLC  
its General Partner

**SOUTHLAKE VENTURE EAST L.P.**

By: Rialto Southlake East, L.P.  
its General Partner

By: CS Southlake Property East, LLC  
its General Partner

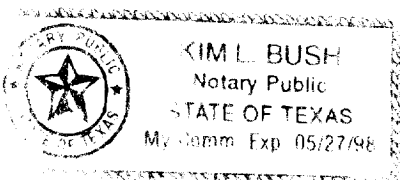
By: *Brian R. Stebbins*  
Brian R. Stebbins, President  
CS Southlake Property West, LLC and  
CS Southlake Property East, LLC

**ATTEST:**

Notary Public: *Kim Bush*

Type or Print Notary Name: \_\_\_\_\_

My Commission Expires: 5/27/98



CITY OF SOUTHLAKE

By: W. Ralph Evans  
W. Ralph Evans, Mayor Pro Tem

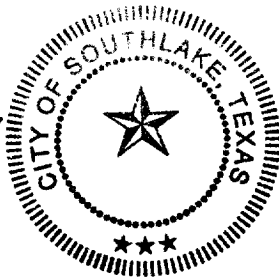
Address: 1725 E. Southlake Blvd., Southlake, Texas 76092

Date: January 16, 1998

ATTEST:

By: Sandra LeGrand  
Sandra LeGrand, City Secretary

Date: January 16, 1998





## REQUIREMENTS FOR IRREVOCABLE LETTER OF CREDIT

1. The Letter of Credit (L of C) must have a duration of at least one year.
2. The L of C may be substituted for utility security deposits exceeding \$10,000.00. The City reserves the right to specify the face amount of the letter of credit.
3. The L of C must be issued by an FDIC-insured bank in a form acceptable to The City of Southlake. The City reserves the right to approve/disapprove the bank issuing the Letter of Credit.
4. The L of C must be issued by a bank that has a minimum capital ratio of six (6%) percent, and has been profitable for each of the last two consecutive years.
5. The customer must provide The City with supporting financial information on the bank to allow the City to ascertain requirements are met. Suitable financial information would be the previous two (2) years December 31 Call Reports submitted to the FDIC and audited financial statements.
6. Partial drawings against L of C must be permitted.
7. The City must be able to draft on sight with proof of amount owed.
8. The customer pays any and all fees associated with obtaining L of C.
9. Expiring letter of credit must be replaced by substitute letters of credit at least 30 days prior to the expiration date on the L of C held by The City.

# EXHIBIT A

## LEGAL DESCRIPTION

STATE OF TEXAS            §  
COUNTY OF TARRANT    §

WHEREAS WE, the Fechtel Group, a Texas General Partnership, Carol G. Peterka, Lorrle W. Beck and Leslie W. Klingman, are all of the owners of a tract of land situated in the Richard Eads Survey, Abstract No. 481, County of Tarrant, according to the Deeds recorded in Volume 9811, Page 1241; Volume 8516, Page 595; Volume 9799, Page 1213; Volume 9849, Page 2115; Volume 9799, Page 1208 and Volume 9849, Page 2110, Deed Records, Tarrant County, Texas and more particularly described as follows:

BEING a 42.013 acre tract of land situated in the Richard Eads Survey, Abstract No. 481 located in the City of Southlake, Tarrant County, Texas. Said tract being a portion of a 73.669 acre tract as conveyed to The Fechtel Group, a Texas General Partnership as recorded in Volume 9811, Page 1241 and being a portion of a 58.0193 acre tract as conveyed to Carol G. Peterka as recorded in Volume 8516, Page 595, Lorrle W. Beck as recorded in Volume 9799, Page 1213 and Volume 9849, Page 2115, and Leslie W. Klingman as recorded in Volume 9799, Page 1208 and Volume 9849, Page 2110, Deed Records, Tarrant County, Texas. Said 42.013 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of Lot 1, Richard Eads No. 481 Addition, Cabinet A, Slide 585 P.R.T.C.T. also being located in the east right-of-way line of North Carroll Avenue ( a variable width R.O.W. );

THENCE North 89°41'56" West for a distance of 42.00 feet for a point, said point being in the west line of said Richard Eads Survey and the Centerline of said North Carroll Avenue;

THENCE South 00°11'06" East, along said Centerline for a distance of 1237.93 feet to a 5/8 inch iron rod set in concrete for the POINT OF BEGINNING;

THENCE East, leaving said Centerline for a distance of 574.33 feet to a 1/2 inch iron rod set for corner;

THENCE North 154.77 feet to a 1/2 inch iron rod set for corner;

THENCE North 30°00'00" East, 279.56 feet to a 1/2 inch iron rod set for corner;

THENCE South 60°00'00" East, 1,223.00 feet to a 1/2 inch iron rod set for corner;

THENCE South 30°00'00" West, 331.80 feet to a 1/2 inch iron rod set for corner;

THENCE South 531.88 feet to a 5/8 inch iron rod set in concrete for corner, said point being in the north right-of-way line of East Southlake Boulevard (F.M. 1709 (a 130 foot R.O.W.));

THENCE North 88°55'18" West, along said north right-of-way line, for a distance of 301.27 feet to a 5/8 inch iron rod found for corner;

THENCE North 88°54'16" West, for a distance of 1,303.14 feet to a 5/8 inch iron rod set in concrete for corner, said point being the intersection of said north right-of-way line, with the Centerline of North Carroll Avenue, and said west line of Richard Eads Survey;

THENCE North 00°11'06" West, along said Centerline of North Carroll Avenue 1,003.27 feet to the POINT OF BEGINNING and CONTAINING 1,830,082 square feet or 42.013 acres of land, more or less.



APPROVED BY THE PLANNING & ZONING COMMISSION

DATE: MAY 1997

TITLE: SOUTH LAKE TOWN SQUARE

DATE: OCT. 17, 1997

PROJ. NO. 2032-010

SHEET 1 OF 2

COOPER AND STEBBINS, L.P.

FOR RECORD, TO BE SUBMITTED TO THE PLANNING & ZONING COMMISSION FOR APPROVAL. THIS PLAT IS SUBJECT TO THE APPROVAL OF THE PLANNING & ZONING COMMISSION. THE CITY ENGINEER SHALL REVIEW THIS PLAT FOR CONFORMANCE WITH THE CITY ENGINEERING REGULATIONS.

TELS TRUSTEES ELECTRIC

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TELS TRUSTEES ELECTRIC

FINAL PLAT - PHASE 1

**SOUTHLAKE TOWN SQUARE**

A 4.0 LOTS ACRE TRACT OF LAND IN THE RICHARD EADS SURVEY, ABST. NO. 481 BEING AN ADDITION TO THE CITY OF SOUTHLAKE TARRANT COUNTY, TEXAS

DATE: OCT. 17, 1997 - 9 LOTS

PROJ. NO. 2032-010

SHEET 1 OF 2

COOPER AND STEBBINS, L.P.

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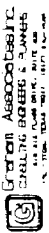
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TELS TRUSTEES ELECTRIC

TABLE 1: LOT DATA

LOT NO.	ACRES	AREA (SQ. FT.)	PERCENTAGE
1	0.125	5,400	12.5%
2	0.125	5,400	12.5%
3	0.125	5,400	12.5%
4	0.125	5,400	12.5%
5	0.125	5,400	12.5%
6	0.125	5,400	12.5%
7	0.125	5,400	12.5%
8	0.125	5,400	12.5%
9	0.125	5,400	12.5%

TABLE 2: BLOCK DATA

BLOCK NO.	ACRES	AREA (SQ. FT.)	PERCENTAGE
1	1.25	54,000	100%
2	1.25	54,000	100%
3	1.25	54,000	100%
4	1.25	54,000	100%
5	1.25	54,000	100%
6	1.25	54,000	100%
7	1.25	54,000	100%
8	1.25	54,000	100%
9	1.25	54,000	100%

TABLE 3: STREET DATA

STREET NAME	WIDTH (FT.)	AREA (SQ. FT.)
PROSPECT STREET	40	1,600
STATE STREET	40	1,600
MAIN STREET	40	1,600
GRAND AVENUE	40	1,600
CENTRAL AVENUE	40	1,600

TABLE 4: PLAT DATA

PLAT NO.	ACRES	AREA (SQ. FT.)	PERCENTAGE
1	12.5	540,000	100%

TABLE 5: BLOCK DATA

BLOCK NO.	ACRES	AREA (SQ. FT.)	PERCENTAGE
1	1.25	54,000	100%
2	1.25	54,000	100%
3	1.25	54,000	100%
4	1.25	54,000	100%
5	1.25	54,000	100%
6	1.25	54,000	100%
7	1.25	54,000	100%
8	1.25	54,000	100%
9	1.25	54,000	100%

TABLE 6: LOT DATA

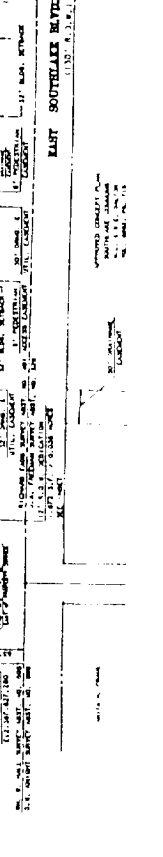
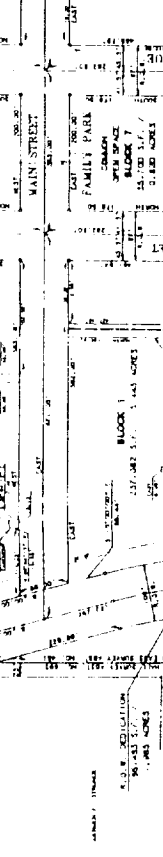
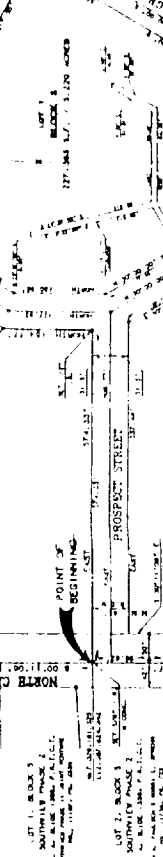
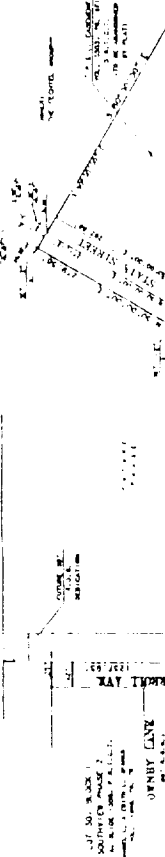
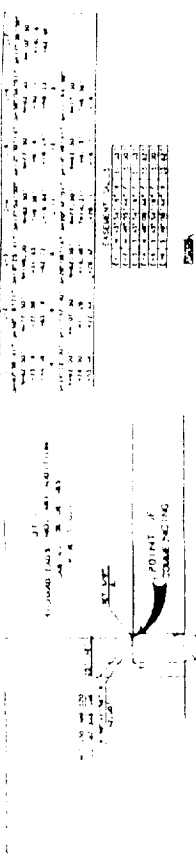
LOT NO.	ACRES	AREA (SQ. FT.)	PERCENTAGE
1	0.125	5,400	12.5%
2	0.125	5,400	12.5%
3	0.125	5,400	12.5%
4	0.125	5,400	12.5%
5	0.125	5,400	12.5%
6	0.125	5,400	12.5%
7	0.125	5,400	12.5%
8	0.125	5,400	12.5%
9	0.125	5,400	12.5%

TABLE 7: STREET DATA

STREET NAME	WIDTH (FT.)	AREA (SQ. FT.)
PROSPECT STREET	40	1,600
STATE STREET	40	1,600
MAIN STREET	40	1,600
GRAND AVENUE	40	1,600
CENTRAL AVENUE	40	1,600

TABLE 8: PLAT DATA

PLAT NO.	ACRES	AREA (SQ. FT.)	PERCENTAGE
1	12.5	540,000	100%



## EXHIBIT B

HCB CONTRACTORS  
SOUTHLAKE TOWN SQUARE  
PHASE 1

ITEM DESCRIPTION	TOTAL QTY.
<b>1) INFRASTRUCTURE</b>	
<b>A) MASS EXCAVATION &amp; EARTHWORK</b>	
CLEAR & GRUB SITE	40 ac
ROUGH GRADE (Avg 1:1 Curve)	125,000 cy
EROSION CONTROL	1,742,400 sf
<b>SUBTOTAL MASS EXCAVATION &amp; EARTHWORK</b>	<b>1,742,400 sf</b>
<b>B) STREETS &amp; CURBS</b>	
GRADING FOR LIME	33,393 sy
STORM DRAINAGE	4,234 lf
WATER SERVICES	4,234 lf
SANITARY SEWER	4,234 lf
OTHER UTILITIES **	1 ls
STREET PAVING	4,234 lf
LIGHTING DISTRIBUTION & GRAPHICS ***	1 ls
<b>SUBTOTAL STREETS &amp; CURBS</b>	<b>4,234 lf</b>
<b>C) OFF-SITE ROADWORK</b>	
TRAFFIC SIGNAL WORK	1 ls
ROAD MODIFICATIONS	1 ls
<b>SUBTOTAL OFF-SITE ROADWORK</b>	<b>1 ls</b>
<b>D) SIDEWALKS</b>	
GRADING FOR LIME	20,375 sy
STREETSCAPE	
SIDEWALKS / PAVING	3,468 lf
STREET FURNITURE	3,468 lf
STREET TREES, PLANTERS, IRRIGATION DRAINAGE	3,468 lf
MISCELLANEOUS OTHER ITEMS	3,468 lf
<b>SUBTOTAL SIDEWALKS</b>	<b>3,468 lf</b>
<b>TOTAL INFRASTRUCTURE (Less Parks)</b>	<b>1,742,400 sf</b>
<b>2) PUBLIC PARKS</b>	
<b>A) TOWN SQUARE</b>	
LANDSCAPING (HARDSCAPE / SOFTSCAPE)	37,800 sf
FOUNTAIN ALLOWANCE	1 ls
<b>B) BANDSHELL SQUARE</b>	
LANDSCAPING (HARDSCAPE / SOFTSCAPE)	37,800 sf
FOUNTAIN ALLOWANCE	1 ls
BANDSHELL PAVILION	1 ls
<b>C) SPECIALTY LIGHTING AND POWER FOR PARKS</b>	
PARK LIGHTING AND EVENT POWER ***	75,800 sf
<b>SUBTOTAL PUBLIC PARKS</b>	<b>78,800 sf</b>
<b>TOTAL PARKS</b>	<b>78,800 sf</b>
<b>TOTAL INFRASTRUCTURE (Including Parks)</b>	<b>1,742,400 sf</b>

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL INFRASTRUCTURE

ITEM DESCRIPTION	Total	
	Quantity	U.M.
<b>MASS EXCAVATION &amp; EARTHWORK</b>		
<b>CLEAR &amp; GRUB SITE</b>		
TEMPORARY PERIMETER FENCE (north & east sides)	3,200	LF
CLEAR & GRUB SITE	40	AC
SUBTOTAL CLEAR & GRUB SITE	40	AC
<b>ROUGH GRADE (avg 3-9 Cu/Ft)</b>		
TEMPORARY ROADS DURING CONSTRUCTION	1	LS
CUT & FILL (Cu/Ft - take-off)	125,000	CY
SUBTOTAL ROUGH GRADE	125,000	AC
<b>EROSION CONTROL</b>		
EROSION CONTROL	1,742,400	SF
SUBTOTAL EROSION CONTROL	1,742,400	SF
SUBTOTAL MASS EXCAV. EARTHWORK	1,742,400	SF

<b>GRADE FOR LIME (street paving)</b>		
GRADING FOR LIME	33,383	SY
SUBTOTAL GRADE FOR LIME	33,383	SY

<b>STORM DRAINAGE</b>		
STORM DRAINAGE PIPING (18")	1,308	LF
STORM DRAINAGE PIPING (21")	862	LF
STORM DRAINAGE PIPING (24")	1,305	LF
STORM DRAINAGE PIPING (27")	884	LF
STORM DRAINAGE PIPING (30")	403	LF
STORM DRAINAGE PIPING (36")	353	LF
STORM DRAINAGE PIPING (39")	341	LF
STORM DRAINAGE PIPING (48")	294	LF
5" PVC STORM	514	LF
3" PVC STORM	245	LF
10" PVC STORM	188	LF
12" PVC STORM	174	LF
15" PVC STORM	145	LF
PVC STORM FITTING	1	LS
2" ROOF DRAIN STUBOUTS	32	EA
3" ROOF DRAIN STUBOUTS	6	EA
SLOTTED DRAINS (12")	140	LF
SLOTTED DRAINS (18")	1,840	LF
SLOTTED DRAINS (24")	180	LF
VALLEY GUTTERS @ SLOTTED DRAINS	2,160	LF
CATCH BASIN @ BUILDINGS	3	EA
24x3' BOX CULVERT	36	LF
30" TYPE B HEADWALL	3	EA
36" TYPE B HEADWALL	1	EA
24" TYPE C HEADWALL	1	EA
36" TYPE C HEADWALL	1	EA
48" TYPE C HEADWALL	1	EA
10" CURB INLET	3	EA
10" RECESSED CURB INLET	3	EA
15" CURB INLET	2	EA
15" RECESSED CURB INLET	1	EA
24" INLET	6	EA
4" INLET	1	EA
REMOVE EXIST RCP PIPING	450	LF
REMOVE EXIST INLET	3	EA
REMOVE EXIST HEADWALL @ 1708	1	EA
SPOIL REMOVAL FROM SITE	1	LS
TRENCH SAFETY	9,810	LF
SUBTOTAL STORM DRAINAGE	4,234	LF

<b>WATER SERVICES</b>		
2" PVC WATER SVC TO BLDGS (820 LF)	11	EA
3" PVC WATER SVC TO BLDGS (280 LF)	5	EA
5" DR PVC WATER	960	LF
5" DR PVC WATER (FIRE)	840	LF
3" DR PVC WATER		
	3,140	LF
3" GATE VALVE W/ BOX	47	EA
3" GATE VALVE W/ BOX	25	EA
2" BLOWOFF VALVE	5	EA
2" DOUBLE GATE VALVE & DETECTOR CHECK	7	EA
FIRE HYDRANTS	24	EA
0.1" FITTINGS	1,00	LS
CONNECT TO EXISTING (12" 45 degree) BENDS)	2	EA
CUT & PLUG EXISTING 10"	1	EA
TRENCH SAFETY	9,580	LF
SPOIL REMOVAL FROM SITE	1	LS
TEST WATER LINES	1	LS
SUBTOTAL WATER SERVICES	4,234	LF

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL - INFRASTRUCTURE

ITEM DESCRIPTION	Totals	
	Quantity	U.M.
<b>SANITARY SEWER</b>		
4" PVC SEWERLINE	4,368	LF
4" DIA. MANHOLE ON EXISTING SEWER	2	EA
STD. 4" DIA. MANHOLE 3'-4"	28	EA
4" DROP MANHOLE	1	EA
EXTRA DEPTH MANHOLE	109	VF
4" SEWER SERVICE (35 LF)	1	EA
3" SEWER SERVICE (270 LF)	7	EA
3" STUBOUT	15	EA
4" STUBOUT	7	EA
CONCRETE ENCASUREMENT	45	LF
TRENCH SAFETY	4688	LF
SPOIL REMOVAL FROM SITE	1	LS
TEST SEWER LINES	1	LS
<b>SUBTOTAL SANITARY SEWER</b>	<b>4,234</b>	<b>LF</b>
<b>OTHER UTILITIES</b>		
PRIVATE UTILITIES TO BE PROVIDED BY OTHERS	1	LS
<b>SUBTOTAL OTHER UTILITIES</b>	<b>1</b>	<b>LS</b>
<b>STREET PAVING</b>		
<b>PAVING - STREET #3</b>		
LIME PREPARATION	1,157	SY
BLUE-TOP AFTER UTILITY WORK	1,157	SY
7" ASPHALT ROADWAY	1,157	SY
CURB & GUTTER	572	LF
<b>PAVING - STREET #4</b>		
LIME PREPARATION	7,324	SY
BLUE-TOP AFTER UTILITY WORK	7,324	SY
7" ASPHALT ROADWAY	7,324	SY
CURB & GUTTER	3,080	LF
<b>PAVING - STREET #5</b>		
LIME PREPARATION	1,157	SY
BLUE-TOP AFTER UTILITY WORK	1,157	SY
7" ASPHALT ROADWAY	1,157	SY
CURB & GUTTER	572	LF
<b>PAVING - STREET #8</b>		
LIME PREPARATION	4,167	SY
BLUE-TOP AFTER UTILITY WORK	4,167	SY
7" ASPHALT ROADWAY	4,167	SY
CURB & GUTTER	1,485	LF
<b>PAVING - STREET #C</b>		
LIME PREPARATION	5,773	SY
BLUE-TOP AFTER UTILITY WORK	5,773	SY
7" ASPHALT ROADWAY	5,773	SY
CURB & GUTTER	2,085	LF
<b>PAVING - STREET #D</b>		
LIME PREPARATION	5,773	SY
BLUE-TOP AFTER UTILITY WORK	5,773	SY
7" ASPHALT ROADWAY	5,773	SY
CURB & GUTTER	2,085	LF
<b>SUBTOTAL STREET PAVING</b>	<b>4,234</b>	<b>LF</b>
<b>LIGHTING DISTRIBUTION &amp; GRAPHICS</b>		
<b>TU ELECTRIC ==</b>		
UNDERGROUND ELECTRICAL SYSTEM (I)	1	LS
PAD MOUNTED TRANSFORMERS (I)	1	LS
CONDUITS AND DUCTBANK (I)	1	LS
OVERHEAD DISTRIBUTION RELOCATION (I)	1	LS
METER EQUIPMENT AND BASES (I)	1	LS
STREET LIGHTS (I)	1	LS
SITE GRAPHICS (PRIM)	1	LS
<b>SUBTOTAL LIGHTING DISTR. &amp; GRAPHICS</b>	<b>1</b>	<b>LS</b>
<b>OFF-SITE ROADWORK</b>		
<b>TRAFFIC SIGNAL WORK</b>		
TRAFFIC SIGNAL @ 1709 & STREET "3"	1	LS
ALL CARROLL AVE. WORK DELETED	1	LS
<b>SUBTOTAL OFF-SITE ROADWORK</b>	<b>1</b>	<b>LS</b>
<b>ROAD MODIFICATIONS</b>		
DECELERATION LANE @ 1709	1	EA
CURBS CUTS	3	EA
<b>SUBTOTAL ROAD MODIFICATIONS</b>	<b>1</b>	<b>LS</b>
<b>SUBTOTAL OFF-SITE ROADWORK</b>	<b>1</b>	<b>LS</b>
<b>SUBTOTAL STREETS &amp; CURBS</b>	<b>4,234</b>	<b>LF</b>

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL INFRASTRUCTURE

ITEM / DESCRIPTION	Total	
	Quantity	U.M.
<b>SIDEWALKS</b>		
<b>GRADING FOR LIME</b>		
GRADE FOR LIME (sidewlk pav-type 0&C)	3,344	SY
GRADE FOR LIME (sidewlk pav-perimeter)	4,720	SY
GRADE FOR LIME (sidewlk paving-type #1)	7,311	SY
<b>SUBTOTAL GRADING FOR LIME</b>	<b>20,375</b>	<b>SY</b>
<b>STREETSCAPE</b>		
<b>STREET "B"</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	5,885	SF
ADA RAMPS	2	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>5,885</b>	
<b>STREET FURNITURE</b>		
TRASH RECEPTACLES	9	EA
BIKE RACKS	2	EA
BENCHES	0	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>9</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	0	LBS
TREE GRATES	0	EA
SHRUBS @ BENCHES	0	EA
1" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
3.5" CALIPER TREES @ STREET	14	EA
GROUND CVR @ 3.5" CALIPER TREES	448	SF
GROUND CVR @ PLANTERS	91	SF
BERMUDA SOO	39	SY
IRRIGATION	2,260	SF
TREE DRAINAGE	4	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	3	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>2,260</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	0	EA
LIGHT POLE BASES	0	EA
STRIPING	0	LF
PRECAST BUMPER STOPS	0	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "B"</b>	<b>19</b>	<b>LF</b>
<b>STREET "C"</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	16,785	SF
FADE OUT STEPS	175	LF
ADA RAMPS	20	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>16,785</b>	
<b>STREET FURNITURE</b>		
TRASH RECEPTACLES	11	EA
BIKE RACKS	4	EA
BENCHES	3	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>23</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	1,764	LBS
TREE GRATES	18	EA
SHRUBS @ BENCHES	0	EA
1" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
3.5" CALIPER TREES @ STREET	22	EA
GROUND CVR @ 3.5" CALIPER TREES	700	SF
GROUND CVR @ PLANTERS	2,115	SF
BERMUDA SOO	0	SY
IRRIGATION	5,015	SF
TREE DRAINAGE	22	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	24	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>5,015</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	0	EA
LIGHT POLE BASES	0	EA
STRIPING	751	LF
PRECAST BUMPER STOPS	104	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "C"</b>	<b>929</b>	<b>LF</b>

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL - INFRASTRUCTURE

ITEM DESCRIPTION	Total	
	Quantity	U.M.
<b>STREET "C" - PARKSIDE</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	9,281	SF
ADA RAMPS	1	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>9,281</b>	
<b>STREET FURNITURE</b>		
TRASH RECEPTICAL	3	EA
BIKE RACKS	3	EA
BENCHES	1	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>4</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	2,187	LBS
TREE GRATES	12	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	256	SF
4" CALIPER TREES @ STREET	12	EA
GROUND CVR @ 4" CALIPER TREES	1,000	SF
GROUND CVR @ PLANTERS	384	SF
BERMUDA SOD	0	SY
IRRIGATION	1,384	SF
TREE DRAINAGE	12	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	12	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG.</b>	<b>1,384</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	11	EA
LIGHT POLE BASES	0	EA
STRIPING	0	LF
PRECAST BUMPER STOPS	0	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "C" PARKSIDE</b>	<b>929</b>	<b>LF</b>
<b>STREET "D"</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	16,785	SF
PADE OUT STEPS	214	LF
SERVICE RAMPS	18	LF
ADA RAMPS	20	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>16,785</b>	
<b>STREET FURNITURE</b>		
TRASH RECEPTICALS	11	EA
BENCHES	3	EA
BIKE RACKS	4	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>23</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	1,794	LBS
TREE GRATES	18	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
3.5" CALIPER TREES @ STREET	22	EA
GROUND CVR @ 3.5" CALIPER TREES	700	SF
GROUND CVR @ PLANTERS	2,115	SF
BERMUDA SOD	0	SY
IRRIGATION	5,015	SF
TREE DRAINAGE	22	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	24	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG.</b>	<b>5,015</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	0	EA
LIGHT POLE BASES	0	EA
STRIPING	1,751	LF
PRECAST BUMPER STOPS	104	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "D"</b>	<b>929</b>	<b>LF</b>



HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL - INFRASTRUCTURE

ITEM / DESCRIPTION	TOTAL	
	QUANTITY	U.M.
<b>STREET "D" - PARKSIDE</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	3,261	SF
ADA RAMPS	7	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>3,261</b>	
<b>STREET FURNITURE</b>		
TRASH RECEPTICAL	3	EA
BIKE RACKS	0	EA
BENCHES	1	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>4</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	2,167	LBS
TREE GRATES	12	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	256	SF
4" CALIPER TREES @ STREET	12	EA
GROUND CVR @ 4" CALIPER TREES	1,000	SF
GROUND CVR @ PLANTERS	384	SF
BERMUDA SOD	0	SY
IRRIGATION	1,384	SF
TREE DRAINAGE	12	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	12	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG.</b>	<b>1,384</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	1	EA
LIGHT POLE BASES	0	EA
STRIPING	0	LF
PRECAST BUMPER STOPS	0	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "D" PARKSIDE</b>	<b>4,299</b>	<b>LF</b>
<b>STREET "E"</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	3,253	SF
ADA RAMPS	1	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>3,253</b>	<b>SF</b>
<b>STREET FURNITURE</b>		
TRASH RECEPTICALS	5	EA
BENCHES	2	EA
BIKE RACKS	3	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>10</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	788	LBS
TREE GRATES	3	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
3.5" CALIPER TREES @ STREET	3	EA
GROUND CVR @ 3.5" CALIPER TREES	96	SF
GROUND CVR @ PLANTERS	482	SF
BERMUDA SOD	0	SY
IRRIGATION	1,388	SF
TREE DRAINAGE	3	EA
TREE WELL CONDUITS & IRRIG SLEEVES	4	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG.</b>	<b>1,388</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	0	EA
LIGHT POLE BASES	0	EA
STRIPING	580	LF
PRECAST BUMPER STOPS	27	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "E"</b>	<b>200</b>	<b>LF</b>

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL INFRASTRUCTURE

ITEM / DESCRIPTION	Total	
	Quantity	U.M.
<b>STREET "3" PARKSIDE</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	3,304	SF
ADA RAMPS	1	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>3,304</b>	<b>SF</b>
<b>STREET FURNITURE</b>		
TRASH RECEPTICALS	2	EA
BENCHES	2	EA
BIKE RACKS	0	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>4</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	788	LBS
TREE GRATES	8	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
1.5" CALIPER TREES @ STREET	9	EA
GROUND CVR @ 1.5" CALIPER TREES	98	SF
GROUND CVR @ PLANTERS	892	SF
BERMUDA SOD	0	SY
IRRIGATION	1,368	SF
TREE DRAINAGE	8	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	4	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>1,368</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	3	EA
LIGHT POLE BASES	3	EA
STRIPING	0	LF
PRECAST BUMPER STOPS	0	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "3" PARKSIDE</b>	<b>200</b>	<b>LF</b>
<b>STREET "4"</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	20,818	SF
FADE OUT STEPS	500	LF
ADA RAMPS	14	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>20,818</b>	<b>SF</b>
<b>STREET FURNITURE</b>		
TRASH RECEPTICALS	23	EA
BENCHES	9	EA
BIKE RACKS	4	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>36</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	382	LBS
TREE GRATES	9	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
1.5" CALIPER TREES @ STREET	53	EA
GROUND CVR @ 1.5" CALIPER TREES	1,996	SF
GROUND CVR @ PLANTERS	5,863	SF
BERMUDA SOD	863	SY
IRRIGATION	18,328	SF
TREE DRAINAGE	55	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	27	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>18,826</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	0	EA
LIGHT POLE BASES	0	EA
STRIPING	2,943	LF
PRECAST BUMPER STOPS	160	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "4"</b>	<b>1,257</b>	<b>LF</b>

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL INFRASTRUCTURE

ITEM DESCRIPTION	TOTAL	
	QUANTITY	U.M.
<b>STREET "4" - PARKSIDE</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	5,586	SF
ADA RAMPS	4	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>5,586</b>	<b>SF</b>
<b>STREET FURNITURE</b>		
TRASH RECEPTICALS	0	EA
BENCHES	0	EA
BIKE RACKS	0	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>0</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	1,182	LBS
TREE GRATES	12	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
4" CALIPER TREES @ STREET	12	EA
GROUND CVR @ 4" CALIPER TREES	1,000	SF
GROUND CVR @ PLANTERS	384	SF
BERMUDA SOG	132	SY
IRRIGATION	2,180	SF
TREE DRAINAGE	12	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	12	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>2,180</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	4	EA
LIGHT POLE BASES	0	EA
STRIPING	0	LF
PRECAST BUMPER STOPS	0	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "4" - PARKSIDE</b>	<b>1,257</b>	<b>LF</b>
<b>STREET "5"</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	0	SF
ADA RAMPS	0	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>0</b>	<b>SF</b>
<b>STREET FURNITURE</b>		
TRASH RECEPTICALS	2	EA
BENCHES	2	EA
BIKE RACKS	0	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>2</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	788	LBS
TREE GRATES	8	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
3.5" CALIPER TREES @ STREET	0	EA
GROUND CVR @ 3.5" CALIPER TREES	0	SF
GROUND CVR @ PLANTERS	0	SF
BERMUDA SOG	0	SY
IRRIGATION	0	SF
TREE DRAINAGE	0	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	0	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>0</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	0	EA
LIGHT POLE BASES	0	EA
STRIPING	580	LF
PRECAST BUMPER STOPS	27	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREET "5"</b>	<b>200</b>	<b>LF</b>

HCS CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL INFRASTRUCTURE

ITEM DESCRIPTION	Total Quantity U.M.
<b>STREET 151 - PARKSIDE</b>	
<b>SIDEWALKS &amp; PAVING</b>	
STREET SIDEWALKS	5,229 SF
ADA RAMPS	4 EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>5,229 SF</b>
<b>STREET FURNITURE</b>	
TRASH RECEPTICALS	0 EA
BENCHES	0 EA
BIKE RACKS	0 EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>0 EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>	
TREE GRATE SUPPORT GALV IRON	1,182 LBS
TREE GRATES	12 EA
SHRUBS @ BENCHES	0 EA
2" CALIPER TREE @ BENCHES	0 EA
GROUND CVR @ BENCHES	0 SF
4" CALIPER TREES @ STREET	12 EA
GROUND CVR @ 4" CALIPER TREES	384 SF
GROUND CVR @ PLANTERS	384 SF
BERMUDA SOO	0 SY
IRRIGATION	2,372 SF
TREE DRAINAGE	12 EA
TREE WELL CONDUITS & IRRIG SLEEVES	8 EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>2,372 SF</b>
<b>MISCELLEOUS OTHER ITEMS</b>	
LIGHT POLE FIXTURES	4 EA
LIGHT POLE BASES	0 EA
STRIPING	0 LF
PRECAST BUMPER STOPS	0 EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0 EA</b>
<b>SUBTOTAL STREET 151 - PARKSIDE</b>	<b>200 LF</b>
<b>STREET 1709</b>	
<b>SIDEWALKS &amp; PAVING</b>	
STREET SIDEWALKS	7,449 SF
ADA RAMPS	0 EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>7,449 SF</b>
<b>STREET FURNITURE</b>	
TRASH RECEPTICALS	11 EA
BENCHES	0 EA
BIKE RACKS	4 EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>15 EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>	
TREE GRATE SUPPORT GALV IRON	0 LBS
TREE GRATES	0 EA
SHRUBS @ BENCHES	0 EA
2" CALIPER TREE @ BENCHES	0 EA
GROUND CVR @ BENCHES	0 SF
1.5" CALIPER TREES @ STREET	35 EA
GROUND CVR @ 1.5" CALIPER TREES	1,085 SF
GROUND CVR @ PLANTERS	0 SF
BERMUDA SOO	5,644 SY
IRRIGATION	55,384 SF
TREE DRAINAGE	35 EA
TREE WELL CONDUITS & IRRIG SLEEVES	19 EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>55,384 SF</b>
<b>MISCELLEOUS OTHER ITEMS</b>	
LIGHT POLE FIXTURES	0 EA
LIGHT POLE BASES	0 EA
STRIPING	0 LF
PRECAST BUMPER STOPS	0 EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0 EA</b>
<b>SUBTOTAL STREET 1709</b>	<b>1,188 LF</b>

HCS CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL - INFRASTRUCTURE

ITEM DESCRIPTION	Total	
	Quantity	U.M.
<b>CARROLL AVENUE</b>		
<b>SIDEWALKS &amp; PAVING</b>		
STREET SIDEWALKS	8,042	SF
ADA RAMPS	1	EA
<b>SUBTOTAL SIDEWALKS &amp; PAVING</b>	<b>8,042</b>	<b>SF</b>
<b>STREET FURNITURE</b>		
TRASH RECEPTACLES	5	EA
BENCHES	0	EA
BIKE RACKS	2	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>7</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
TREE GRATE SUPPORT GALV IRON	0	LBS
TREE GRATES	0	EA
SHRUBS @ BENCHES	0	EA
2" CALIPER TREE @ BENCHES	0	EA
GROUND CVR @ BENCHES	0	SF
3.5" CALIPER TREES @ STREET	12	EA
GROUND CVR @ 3.5" CALIPER TREES	0	SF
GROUND CVR @ PLANTERS	0	SF
BERMUDA SOD	1,080	SY
IRRIGATION	10,820	SF
TREE DRAINAGE	12	EA
TREE WELL CONDUITS & IRRIG. SLEEVES	0	EA
<b>SUBTOTAL TREES, PLANTERS, IRRIG.</b>	<b>10,820</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
LIGHT POLE FIXTURES	0	EA
LIGHT POLE BASES	0	EA
STRIPING	0	LF
PRECAST BUMPER STOPS	0	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL CARROLL AVENUE</b>	<b>168</b>	<b>LF</b>

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL - INFRASTRUCTURE

ITEM / DESCRIPTION	Total	
	Quantity	U.M.
<b>SUMMARY OF CATEGORIES</b>		
<b>SIDEWALKS / PAVING</b>		
STREET "B"	4,985	SF
STREET "C"	18,785	SF
STREET "C" - PARKSIDE	5,281	SF
STREET "D"	18,785	SF
STREET "D" - PARKSIDE	4,281	SF
STREET "E"	1,353	SF
STREET "E" - PARKSIDE	1,304	SF
STREET "4"	20,818	SF
STREET "4" - PARKSIDE	5,586	SF
STREET "5"	0	SF
STREET "5" - PARKSIDE	5,229	SF
STREET 1709	7,449	SF
CARROLL AVENUE	9,042	SF
<b>SUBTOTAL SIDEWALKS / PAVING</b>	<b>104,338</b>	<b>SF</b>
<b>STREET FURNITURE</b>		
STREET "B"	9	EA
STREET "C"	23	EA
STREET "C" - PARKSIDE	4	EA
STREET "D"	23	EA
STREET "D" - PARKSIDE	4	EA
STREET "E"	9	EA
STREET "E" - PARKSIDE	4	EA
STREET "4"	33	EA
STREET "4" - PARKSIDE	0	EA
STREET "5"	5	EA
STREET "5" - PARKSIDE	0	EA
STREET 1709	15	EA
CARROLL AVENUE	7	EA
<b>SUBTOTAL STREET FURNITURE</b>	<b>136</b>	<b>EA</b>
<b>STREET TREES, PLANTERS, IRRIGATION, DRAINAGE</b>		
STREET "B"	2,280	SF
STREET "C"	5,015	SF
STREET "C" - PARKSIDE	1,384	SF
STREET "D"	5,015	SF
STREET "D" - PARKSIDE	1,384	SF
STREET "E"	1,388	SF
STREET "E" - PARKSIDE	1,388	SF
STREET "4"	18,325	SF
STREET "4" - PARKSIDE	2,180	SF
STREET "5"	0	SF
STREET "5" - PARKSIDE	2,072	SF
STREET 1709	55,384	SF
CARROLL AVENUE	10,920	SF
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>107,516</b>	<b>SF</b>
<b>MISCELLANEOUS OTHER ITEMS</b>		
STREET "B"	0	EA
STREET "C"	0	EA
STREET "C" - PARKSIDE	0	EA
STREET "D"	0	EA
STREET "D" - PARKSIDE	0	EA
STREET "E"	0	EA
STREET "E" - PARKSIDE	0	EA
STREET "4"	0	EA
STREET "4" - PARKSIDE	0	EA
STREET "5"	0	EA
STREET "5" - PARKSIDE	0	EA
STREET 1709	0	EA
CARROLL AVENUE	0	EA
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CIVIL - INFRASTRUCTURE

ITEM / DESCRIPTION	TOTAL	
	Quantity	U.M.
<b>STREETSCAPE TOTALS</b>		
STREET "B"	719	LF
STREET "C"	929	LF
STREET "C" - PARKSIDE	929	LF
STREET "D"	929	LF
STREET "D" - PARKSIDE	929	LF
STREET "E"	200	LF
STREET "E" - PARKSIDE	200	LF
STREET "F"	1,257	LF
STREET "F" - PARKSIDE	1,257	LF
STREET "G"	200	LF
STREET "G" - PARKSIDE	200	LF
STREET "H09	1,168	LF
CARROLL AVENUE	1,168	LF
<b>SUBTOTAL STREETSCAPE (ALL STREETS)</b>	<b>10,085</b>	<b>LF</b>
<b>SUMMARY OF ITEMS BY CATEGORY</b>		
<b>SUBTOTAL SIDEWALKS / PAVING</b>	<b>104,338</b>	<b>SF</b>
<b>SUBTOTAL STREET FURNITURE</b>	<b>136</b>	<b>EA</b>
<b>SUBTOTAL TREES, PLANTERS, IRRIG...</b>	<b>107,516</b>	<b>SF</b>
<b>SUBTOTAL MISC. OTHER ITEMS</b>	<b>0</b>	<b>EA</b>
<b>SUBTOTAL STREETSCAPE (ALL STREETS)</b>	<b>10,085</b>	<b>LF</b>
<b>SUBTOTAL SIDEWALKS</b>	<b>104,338</b>	<b>SF</b>
<b>TOTAL INFRASTRUCTURE LESS PARKS</b>		

HCB CONTRACTORS  
ROUGH ORDER OF MAGNITUDE ESTIMATE  
CML INFRASTRUCTURE

ITEM DESCRIPTION	TOTAL	
	Quantity	U.M.
<b>PUBLIC PARKS</b>		
<b>TOWN SQUARE (FOUNTAIN BLOCK)</b>		
ADA RAMPS	0	EA
SIDEWALKS	4,795	SF
BERMUDA SOD	2,456	SY
GROUND COVER @ TREE WELLS	0	SF
SHRUBS	2,100	EA
2" CAL PER TREES	20	EA
4" CAL PER TREES	12	EA
TRANSPLANT TREES	10	EA
PLANTER BOXES	2,200	SF
TREE WELL / IRRIGATION SLEEVES	0	EA
TREE WELL DRAINAGE	0	EA
BENCHES	10	EA
TRASH RECEPTACLES	4	EA
SPECIALTY PAVING	2,603	SF
SPECIALTY POWER / POWER OUTLETS (PRIVATE)	1	LS
SIGNAGE, LARGE	1	LS
SIGNAGE, MEDIUM	6	EA
SIGNAGE, SMALL	1	LS
PUBLIC TELEPHONES	1	EA
SOUND	1	LS
JPLIGHTING @ FOUNTAIN	1	LS
HOSE BIBS	1	EA
DRINKING FOUNTAINS	1	LS
IRRIGATION	32,234	SF
<b>SUBTOTAL TOWN SQUARE (FOUNTAIN BLOCK)</b>	<b>37,800</b>	<b>SF</b>
FOUNTAIN ALLOWANCE	1	LS
<b>SUBTOTAL TOWN SQUARE FOUNTAIN</b>	<b>1</b>	<b>LS</b>
<b>BANDSHELL SQUARE (PAVILION BLOCK)</b>		
ADA RAMPS	0	EA
SIDEWALKS	3,480	SF
BERMUDA SOD	3,671	SY
GROUND COVER @ TREE WELLS	0	SF
SHRUBS	1,000	EA
2" CAL PER TREES	0	EA
4" CAL PER TREES	3	EA
TRANSPLANT TREES	4	EA
PLANTER BOXES	0	SF
TREE WELL / IRRIGATION SLEEVES	0	EA
TREE WELL DRAINAGE	0	EA
BENCHES	0	EA
TRASH RECEPTACLES	1	EA
RAMP/STEP ASSEMBLY ON THE HILL/ELEVATED	1	700 SF
SPECIALTY PAVING	2,500	SF
SPECIALTY POWER / POWER OUTLETS (PRIVATE)	1	LS
SIGNAGE, LARGE	1	LS
SIGNAGE, MEDIUM	4	EA
SIGNAGE, SMALL	1	LS
PUBLIC TELEPHONES	1	EA
SOUND	1	LS
JPLIGHTING @ PAVILION	1	LS
HOSE BIBS	1	EA
DRINKING FOUNTAINS	1	LS
IRRIGATION	16,900	SF
<b>SUBTOTAL TOWN SQUARE (PAVILION BLOCK)</b>	<b>37,300</b>	<b>SF</b>
FOUNTAIN ALLOWANCE	1	LS
<b>SUBTOTAL BANDSHELL SQ. FOUNTAIN</b>	<b>1</b>	<b>LS</b>
BANDSHELL PAVILION	2,500	SF
<b>SUBTOTAL BANDSHELL PAVILION</b>	<b>2,500</b>	<b>SF</b>
<b>SPECIALTY LIGHTING AND POWER FOR PARKS</b>		
FOUNTAIN - LIGHT POLES	0	EA
FOUNTAIN - LIGHT BOLLARDS	20	EA
FOUNTAIN - POWER OUTLETS	18	EA
FOUNTAIN - SIGNAGE, SMALL	12	EA
FOUNTAIN - POWER INFRASTRUCTURE	1	LS
PAVILION - LIGHT POLES	0	EA
PAVILION - LIGHT BOLLARDS	10	EA
PAVILION - POWER OUTLETS	18	EA
PAVILION - SIGNAGE, SMALL	10	EA
<b>SUBTOTAL SPEC. LIGHTING &amp; POWER</b>	<b>75,800</b>	<b>SF</b>
<b>SUBTOTAL PARKS</b>	<b>75,600</b>	<b>SF</b>

TOTAL INFRASTRUCTURE INCLUDING PARKS

40 AC



## EXHIBIT C

### DEVELOPMENT REGULATIONS

In this P.U.D., the following development regulations and standards shall be applicable and shall control to the extent of any conflict with other development regulations in the Comprehensive Zoning Ordinance, Landscape Ordinance and Subdivision Ordinance.

#### 1.0 Use Regulations

a. **Permitted Uses** - Permitted uses shall be in accordance with the C-3 Zoning District except as otherwise provided below.

b. **Non-Permitted Uses:**

The following uses shall not be permitted:

Filling stations or service stations, operating with or without a convenience store.

Frozen food lockers for individual or family use, not including the processing of food except cutting or wrapping.

Sexually oriented businesses.

c. **Uses Permitted by Specific Use Permit Only:**

The following uses shall not be permitted without a Specific Use Permit approved in accordance with Section 45 of the Comprehensive Zoning Ordinance ("Specific Use Permit"):

Sale of previously owned retail goods.

Electrical and gas repair and installation services, except where such services are provided incidental to the retail sale of electrical and gas appliances and supplies.

Lodges, sororities and/or fraternities.

Medical care facilities requiring or allowing an overnight stay, to include hospitals with their related facilities and supportive retail and personal service uses operated by or under the control of the hospital primarily for the convenience of patients, staff and visitors.

Non mechanical penthouses intended for human occupancy.

Mortuaries, funeral homes and undertakers.

Plumbing and heating appliance repair and installation services, except where such services are provided incidental to the retail sale of plumbing and heating appliances and supplies. All storage of materials must be indoors within this zoning district.

d. **Outdoor Displays and Sales** - The following outdoor displays and sales shall be permitted:

1. Outdoor temporary removable displays and sales for fairs, festivals and other special events held in outdoor spaces by Specific Use Permit.
2. Outdoor vendor sales (with accessory display and storage) in temporary or movable structures, including but not limited to sales of seasonal merchandise, fruit and vegetable market sales, sales of arts and crafts items, sales of specialty food items, and sales of a similar nature, subject to prior approval as to any such use by Specific Use Permit. Locations for outdoor vendor sales shall be approved as part of development plan or site plan review, as determined by the City Council.
3. Sales from kiosks at locations approved as part of an approved development plan or site plan, subject to prior approval as to any such use by Specific Use Permit.

2.0 **Accessory Uses** - Permitted accessory uses shall be in accordance with the C-3 district. In addition, the following accessory uses shall be permitted:

outdoor dining and seating areas  
street furniture, urban design fixtures and streetscape components

3.0 **Development Regulations** - In this P.U.D., the following development regulations shall be applicable:

- a. **Building Height:** Subject to the clarifications and modifications listed below, no building shall exceed three (3) stories, nor shall it exceed fifty-two (52) feet in height. Nor shall it exceed the elevation of 710 feet NGVD 1929 as specified in Ordinance 480, Section ~~43.9.C.1.g(i)~~, unless specifically exempted:

43.9.C.1.g(i)

1. The reference datum shall be established by the sidewalk or ground surface elevation along the side of the building fronting onto a public right-of-way, and not along the side(s) of the building facing onto interior portions of the block.
2. For buildings whose adjoining sidewalk or ground surfaces slope an average of 5% or more as measured along portions of the building abutting a public right-of-way, a maximum building height of fifty-seven (57) feet shall be permitted.
3. In the event a Building for a City Hall facility is located on the block bounded by Street 3, Street D, Street 4 and Street C, such building may be built to four (4) stories or sixty-five (65) feet in height;
4. No maximum number of stories shall be applied to parking structures; provided, however, in no event shall parking structures exceed forty-two (42) feet in height as measured from the ground elevation; provided, however parking structures shall be permitted to a height not to exceed fifty (50) feet by Specific Use Permit;
5. Architectural embellishments not intended for human occupancy that are integral to the architectural style of the building, including spires, belfries, towers, cupolas, domes, and roof forms whose area in plan is no greater than 25% of the first story plan area may exceed the height limits of this section by up to the lesser of 50% over the permitted building height or 100% over the actual building height, and shall be exempt from the maximum elevation limitation of Section 43.9.c.1(g)i. of the Comprehensive Zoning Ordinance;
6. Mechanical penthouses ancillary to the uses below, ventilation equipment, antennas, chimneys, exhaust stacks and flues, fire sprinkler tanks, or other mechanical equipment may extend up to twenty (20) feet above the actual building height, and provided the same shall be subject to approval at approval of the applicable Site Plan unless: 1) are setback from all exterior walls a distance at least equal to the vertical dimension that such item(s) extend(s) above the actual building height, or 2) the exterior wall and visible roof surfaces of such items that are set back less than their vertical dimension above the actual building are to be constructed as architecturally integral parts of the building facade(s) or as architectural embellishments as described in Section 3.a.5. Penthouses intended for human occupancy and ancillary to uses within a building may be allowed

by Specific Use Permit as determined by the City Council in connection with development plan or site plan review.

- b. **Front, Side and Rear Yards:** With the following exceptions, no front, side or rear yard is required:
1. Buildings along Highway 1709 and the east right-of-way of North Carroll Avenue shall maintain a minimum thirty-two (32) foot setback; provided, however, in areas where right-of-way is provided for acceleration or deceleration lanes, the minimum required setback shall be reduced to twenty (20) feet. In the event the North Carroll Avenue right-of-way has not been established at the time of development plan or site plan review, the setback shall be maintained from the projected east right-of-way of North Carroll Avenue based on information available at the time from the City of Southlake. No service drives, parking, sidewalks greater than six (6) feet in width, or other impermeable surfaces shall be permitted within the setback herein provided unless buildings are setback a minimum of fifty (50) feet. In no event shall the bufferyard along F.M. 1709 and North Carroll Avenue be less than twenty (20) feet.
  2. Buildings along State Highway 114 shall maintain a setback of fifty (50) feet from the projected future right-of-way of State Highway 114; provided, however, in the event such right-of-way has not been established at the time of development plan or site plan review, the setback shall be maintained from the projected right-of-way of State Highway 114 based on information available at the time from the Texas Department of Transportation.
  3. As to all other P.U.D. boundaries, no building shall be located closer than fifteen (15) feet from the boundary of the P.U.D.
- c. **Maximum Lot Coverage:** The maximum lot coverage for individual lots is 100%. However, the maximum aggregate lot coverage for all buildings as a percentage of the P.U.D. as a whole (including the area of dedicated public streets, private drives and common open space) shall not exceed fifty-five percent (55%).
- d. **Building Envelopes:** Where "Building Envelopes" are indicated on the Concept Plan, no building (excluding parking structures) shall be constructed, in whole or in part, outside of any Building Envelope as shown without a Specific Use Permit,

as determined by the City Council in connection with development plan or site plan review.

- e. **Common Open Space:** Common Open Space as designated on the Concept Plan shall be provided for public use. No building or other structure shall be constructed on any Common Open Space without the prior approval of City Council, except as follows: a bandshell pavilion shall be allowed on the block bounded by F.M. 1709 to the south, Street "5" to the north, Street "C" to the east and Street "D" to the west.
  - f. **Building Orientation:** Any Building (excluding parking garages and other accessory buildings) within one hundred fifty (150) feet of a public right-of-way shall either face such right-of-way or shall have a facade facing such right-of-way in keeping with the character of the main facade.
  - g. **Building Phasing:** Buildings adjacent to F.M. 1709 and North Carroll Avenue, as well as those buildings facing the 3 block "Town Square" district (defined as that buildable area bounded by F.M. 1709, Street C, Street 3, and Street D, excluding a building on the block bounded by Street 3, Street D, Street 4 and Street C) shall be constructed prior to the construction of any above-ground structured parking behind such buildings.
  - h. **Facade Articulation:** Any combination of buildings which are located along a single block face may be treated as a single building for purposes of applying the requirements for facade articulation set forth in Section 43.9c.1(c) of the Comprehensive Zoning Ordinance. The property owner shall provide an exhibit as appropriate with each building permit showing cumulative block facade articulation. Nothing in this paragraph shall require the retrofitting of an existing building.
- 4.0 **Projections into Required Setback or into a Right-of-Way:** The following projections shall be permitted into a required setback or landscape area or into a public easement or right-of-way, provided that *i)* no projection shall be permitted into a public easement or right-of-way along F.M. 1709, North Carroll Avenue or State Highway 114; *ii)* such projections do not extend over the traveled portion of a roadway; *iii)* the property owner has assumed liability related to such projections; and *iv)* the property owner shall maintain such projections in a safe and non-injurious manner:
- a. Ordinary building projections, including but not limited to water tables, sills, belt courses, pilasters, and cornices may project up to twelve (12) inches beyond a building face or architectural projection.

- b. Roof eaves may project up to thirty-six (36) inches beyond the building face or architectural projection.
- c. Architectural Projections, including bays, towers, and oriels; show windows (1st floor only); below grade vaults and areaways; and elements of a nature similar to those listed; may project up to forty-two (42) inches into a required yard or beyond the building face.
- d. No portion of an architectural projection described in Sections 4.0a, b and c above less than eight (8) feet above the ground elevation may extend more than forty-eight (48) inches into a required yard or beyond the building face.
- e. Canopies and/or awnings may project from building face and may extend to, or be located within eight (8) inches of the back of curb. Ground-mounted supports for items in this Section 4.0e may be approved as part of development plan or site plan review, as determined by the City Council.
- f. Below-grade footings approved in connection with building permits.

**5.0 Off-Street Parking:** With the following exceptions, parking shall be provided pursuant to Section 35 of the Comprehensive Zoning Ordinance, and such required parking shall be calculated in accordance with the provisions of Section 35 (including the shared parking provisions of Section 35.2):

- a. On-street as well as off-street parking shall be permitted within the P.U. D.
- b. Up to twenty-five percent (25%) of required parking may be compact spaces having a minimum space width of eight (8) feet and a minimum space length of sixteen (16) feet, provided, however, compact spaces shall not be allowed on-street and shall be limited to off-street parking locations. Each compact space shall be clearly designated.
- c. Required parking shall be located and maintained anywhere within the P.U.D. On-street parking and shared parking anywhere within the P.U.D. may be counted toward the off-street parking requirement for the P.U.D.
- d. Where on-street parking is permitted, angled, as well as parallel parking shall be permitted. Both forty-five (45) degree and sixty (60) degree angled parking shall be permitted. However, no on-street, drive, or common access easement parking shall be permitted within thirty (30) feet of the cross curb line for a cross street, drive, or common access easement.

- e. The parking requirement for office uses set forth in Sections 35.6.b(6)(a), (c) and (d) of the Comprehensive Zoning Ordinance is one (1) parking space for 330 square feet of floor area.
- f. The parking requirement for all retail uses set forth in Section 35.6.b(5)(a) and (e) of the Comprehensive Zoning Ordinance is one (1) parking space for 220 square feet of floor area.
- g. Cumulative parking tabulations shall be submitted with each site plan and/or development plan.

6.0 **Off-Street Loading:** With the following exceptions, off-street loading shall be provided pursuant to Section 36 of the Comprehensive Zoning Ordinance:

- a. The minimum dimension of loading spaces shall be as follows:  
 10' x 25' regular size space  
 10' x 50' large space
- b. The calculation of the minimum number of off-street loading spaces shall be in conformance with the following schedules and rules regarding shared spaces:

1. Number of spaces:

Office Uses or portion of building devoted to office uses:

0 - 49,999 sf	0 spaces
50,000 - 149,999 sf	1 regular space
150,000 - 249,999 sf	2 regular spaces
250,000 sf and up	3 regular spaces

Retail Uses with the following Tenant size:

0 - 9,999 sf	0 spaces
10,000 - 49,999 sf*	1 regular space
50,000 - 99,999 sf*	1 regular space and 1 large space
100,000 sf and up*	2 large spaces

Restaurant Uses with the following Tenant size:

0 - 9,999 sf	0 spaces
10,000 sf and up*	1 regular space

*\*The loading requirement for multiple tenants that are each 10,000 sf or larger may be combined within a single building and treated as a single tenant.*

2. Loading spaces that are adjacent and accessible to several buildings or tenant spaces, including buildings and tenant spaces on separate lots, shall be allowed to suffice for the loading requirements for the individual buildings or tenants provided that *i)* the number of spaces satisfies the requirements for the combined square footages for the buildings or tenants in question, and *ii)* for loading spaces to be shared among separate lots, an agreement evidencing the right of tenants to the use of such spaces shall be provided.

**7.0 Streets and Sight Triangles:** Within the P.U.D. the following street design standards shall apply:

- a. Except as provided herein, no sight triangle shall be required. Adequate sight distance will be provided at all intersections through the use of appropriate traffic control devices. Sight triangles for vehicles exiting the development for both public streets and private drives shall be provided at intersections with F.M. 1709, Carroll Avenue and State Highway 114. These sight triangles shall be the triangle created by connecting a point which is ten (10) feet into the site along the right-of-way at the intersection and a point extending away from the intersection a distance of forty (40) feet along the existing roadway right-of-way line. See Exhibit A attached hereto and incorporated herein by reference for examples of the sight triangle provisions of this Section 7.0.a.
- b. For plantings within twenty (20) feet of any public street intersection, shrubs and groundcover shall not exceed two (2) feet in height and tree branching shall provide seven (7) feet of clearance as measured from the top of the ground surface to the first branch along the tree trunk.
- c. Nothing contained herein shall vary or supersede public safety requirements of the City of Southlake as set forth in the Uniform Fire Code and other applicable laws, rules and regulations of the City of Southlake.



8.0 Screening - Screening shall be provided in accordance with Sections 39 and 43.9.c. of the Comprehensive Zoning Ordinance except screens comprised of planting materials and located within bufferyards along the boundary of the P.U.D. shall be exempt from the architectural fencing offset requirements of Section 43.9 c.1.(e).

9.0 Above Grade Structured Parking - The following exemptions shall apply to above grade structured parking facilities:

- a. Above grade structured parking facilities shall be exempt from the accessory building limitations of Section 34.2 of the Comprehensive Zoning Ordinance, provided that such facilities meet the applicable requirements of these Development Regulations for principal buildings, except for number of stories which is not limited (subject to the maximum height limitation as set forth in Section 3.0a of these Development Regulations); provided, however, that the Horizontal and Vertical Articulation requirements of Section 43.9 of the Comprehensive Zoning Ordinance shall not apply, except that, subject to the limitations set forth below, Vertical Articulation shall be provided at elevations visible from North Carroll Avenue between State Highway 114 and F.M. 1709, or F.M. 1709, and/or are visible from a tract zoned residential and/or designated as low or medium density residential on the Land Use Plan, the property line of which is within four hundred (400) feet of such parking structure.

In addition, any such visible elevations shall have a solid parapet wall of not less than forty-six (46) inches and shall utilize colors consistent with the surrounding principle buildings. The following exceptions to the above limitations shall apply: (i) elevations visible between gaps between buildings of fifty (50) feet or less shall be exempt from the Vertical Articulation requirements; and (ii) elevations which are set back behind a building pad for a future building, which building has not yet been built as of the date the parking structure is built, shall be exempt from the Vertical Articulation requirements for a period of three (3) years until such time as the future building is built; provided, however, in the event such building has not been built within such three (3) year period, the parking structure shall thereafter be modified to comply with such Vertical Articulation requirements or in the alternative shall be screened with trees or other appropriate planting materials until the time that such building is built. If screening is used, the method and type of screening shall be subject to the City's approval. One specific exception to the time frames nominated above is made as to the block bounded by Street 3, Street D, Street 1, and Street C whereby the time limitation referenced herein is reduced from three (3) years to two (2) years.

- b. If not abutting a right-of-way, above grade structured parking facilities shall be provided with adequate access from public right(s)-of-way via private drive(s) and/or access easements.

10.0 Accessory Structures - The following restrictions shall apply to accessory structures:

- a. With the exception of the following items, accessory structures shall not exceed one (1) story or a height of fourteen (14) feet.
  - 1. park pavilions or bandshells
  - 2. above grade structured parking facilities.

No item listed above shall exceed fifty-two (52) feet in height or, in the case of above grade structured parking facilities, the lesser heights allowed under Section 3.0a of these Development Regulations, nor shall it exceed, where applicable, the maximum elevation limitation of Section 43.9.c.1(g)i. of the Comprehensive Zoning Ordinance

- b. Except for open spaces and open space amenities, no accessory structure shall be located between the front lot line and the principal building on a lot.

11.0 Minimum Width of Enclosed or Partially Enclosed Open Space - In lieu of the requirements of Section 33.7 of the Comprehensive Zoning Ordinance, the following definitions and requirements for minimum Court widths shall apply:

- a. Minimum widths shall be based on the following schedule:

<i>COURT TYPE</i>	<i>MINIMUM WIDTH/AREA</i>
Court; Open Court	3 inches per 1 foot of building height, min. 12 feet
Closed Court:	min. area equal to twice the square of the width of the court based on surrounding building height, but not less than 250 sq. ft.
Court Niche:	no portion shall be more than 3 feet (measured horizontally) from a point where the court niche is less than three feet wide.

b. For purposes of subpart a. of this section, the following definitions shall apply:

Court: An unoccupied space, open to the sky, on the same lot with a building, which is bounded on two (2) or more sides by the exterior walls of the building or by two (2) or more exterior walls, lot lines, or yards. Not a court niche.

Court, closed: A court surrounded on all sides by the exterior walls of a building, or by exterior walls of a building and side or rear lot lines, or by alley lines where the alley is less than 10' in width.

Court niche: Not a court. An indentation, recess, or decorative architectural treatment of the exterior wall of a building which opens onto a street, yard, alley, or court.

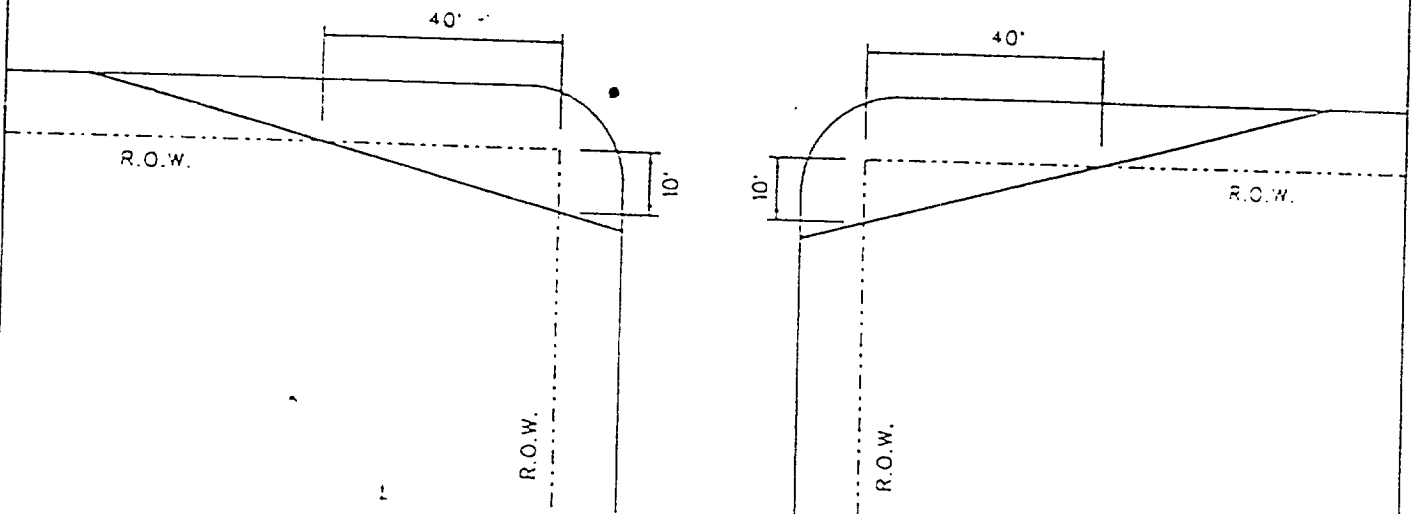
Open Court: A court opening onto a street, yard, alley, or private drive not less than twelve feet (12) wide.

Court, width of: The minimum horizontal dimension substantially parallel with the open end of an open court or the lesser horizontal dimension of a closed court; or in the case of a non-rectangular court, the diameter of the largest circle that may be inscribed in a horizontal plane within the court.

- 12.0 **Interior Landscape Areas** - Specific requirements for interior landscape areas shall be determined at the time of development plan or site plan review, as determined by the City Council. Any landscaping in a surface parking lot approved in connection with development plan or site plan approval for such lot, which is taken out in connection with the later construction of a parking structure, shall be relocated or replaced.
- 13.0 **Irrigation** - Required landscaping shall be served by an irrigation system meeting the requirements of Section 3.6 of Ordinance 544, except in those instances and in those areas where installation of such a system is a) potentially harmful to any preserved or existing plant materials; b) not reasonably required due to the nature of the plant material (e.g. where irrigation could be detrimental to drought-tolerant plant species); or c) create a situation possibly harmful to public health, safety or welfare. Determination of the situations described above shall be made by the City's Landscape Administrator.
- 14.0 **Realignment of North Carroll Avenue** - All land uses within the proposed P.U.D. shall be in accordance with allowable uses in C-3 zoning, as modified by the development regulations of this P.U.D.; provided, however, in the event any property within the P.U.D. shall become located west of the North Carroll Avenue right-of-way due to the City

acquiring additional right-of-way and realigning North Carroll Avenue to the east as shown on the Concept Plan, such property to the west of North Carroll Avenue shall be used and developed only in a manner consistent with all zoning or other development standards that would apply to property that is zoned C-3 under the Comprehensive Zoning Ordinance of the City of Southlake.

FM 1709 OR SH 114



LEGEND:

— SITE TRIANGLE

FIGURE 7A

SIGHT TRIANGLE  
DIAGRAM

BARTON-ASCHMAN ASSOCIATES, INC.

PARSONS TRANSPORTATION GROUP





## EXHIBIT E

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") sets forth the terms and conditions whereby Southlake Venture West, L.P. (the "Developer") agrees to donate land (the "Property") to the City of Southlake (the "City") for the intended purpose of the City's development of a City Hall (the "Building"). The City is considering joint-use of the Building for the administrative offices of Carroll Independent School District and/or Tarrant County. This Agreement is a binding agreement on the undersigned parties, subject to the terms and conditions contained herein. This Agreement is subject to the formation of Tax Increment Reinvestment Zone #1 (the "TIF"), Southlake, Texas.

**PROPERTY:** Approximately 0.71 acres of land, situated in the planned unit development for Southlake Town Square, Southlake, Texas, as shown on the site plan attached as Exhibit A.

The Developer agrees to contribute the Property subject to the City's commitment to construct the Building, as set forth herein.

**BUILDING:** Up to an approximately 80,000 sq. ft. Building.

**PARKING:** The Building will require parking at a ratio of not less than one (1) space for every 330 square feet of building area ("Parking"). The Developer will provide such Parking subject to the following conditions: 1) 25% shall be specifically reserved for the exclusive use of the Building occupants, the residual 75% shall be non-exclusive; 2) provided further that ten (10) spaces shall be provided, and exclusively reserved, as on-street adjacent to the Building for short-term parking; and 3) that the City shall pay all costs associated with such Parking, subject to the City and the Developer entering into a separate agreement providing for the location of all exclusive parking and any terms, conditions and/or limitations to the city's payment of such costs.

#### CONSTRUCTION OF

**IMPROVEMENTS:** The City shall construct the Building and related landscaping (collectively, the "Improvements") and the Developer shall construct the Parking. The City shall provide for the design of the Improvements subject to the architectural control of the Developer. The Developer shall provide for the design of the Parking and related improvements subject to the City's reasonable approval.



REIMBURSEMENT  
OF

IMPROVEMENTS: Upon completion of the design of the Parking (as agreed to by the City and the Developer), the Developer shall provide the City a mutually agreed contract for construction of Parking which will include a schedule on the timing of completion.

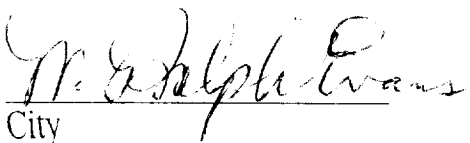
TIMING: The City acknowledges that the construction of the Building is integral to the success of the Developer's Southlake Town Square project, (the "Project"), and the Developer acknowledges that the successful completion of the Project is integral to the City's commitment to locate the Building on the Property. Pursuant to the City's execution of this Agreement, the Developer agrees to commence construction of Phase I of the Project (a minimum of 240,000 sq. ft. of commercial retail and office building space, exclusive of the Building), prior to March 31, 1998. Subject to the Developer's timely start of construction, the City agrees to commence construction of the Building by August 31, 1998, subject to the City having one (1) six (6) month right of extension. Subject to completion of Phase I of the Project, the City agrees to complete construction of the Building prior to November 30, 1999, subject to the City having one (1) six (6) month right of extension.

RIGHT OF FIRST  
REFUSAL:

The City shall have a right of first refusal on office space located in the two (2) buildings in the Project located adjacent to either side of the Building, as shown on the site plan attached as Exhibit A.

This Agreement represents all the terms and conditions between the City and the Developer with respect to the Property and the Building, is intended to be a binding agreement, and cannot be amended or superceded unless done so in writing.

  
\_\_\_\_\_  
Developer

  
\_\_\_\_\_  
City