

# OFFICIAL RECORD

## SOUTHLAKE TOWN SQUARE PHASE TWO 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 2, to the City of Southlake, Tarrant County, Texas, (more particularly described in Exhibit A attached hereto, hereinafter referred to as "Phase 2") for the installation of certain community facilities and improvements designed to provide city services to Phase 2 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 Phase 2 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 Phase 2 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. 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.

- F. Developer will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in Phase 2 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 Phase 2 so maintained by the City, and not previously conveyed to other third parties, 120 days after Developer has notice of costs.
- G. 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.
- H. 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.
- I. 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 Phase 2 are attached hereto as Exhibit C.
- J. Developer agrees that Phase 2 improvements 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 Phase 2 attached hereto as Exhibit B. 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, dust control and irrigation purposes, 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 and a 12" water line as part of Phase 2 improvements as shown on the approved construction plans. City will reimburse Developer for the cost of oversizing these lines from 8" to 12" and 20", respectively.

B. DRAINAGE:

Developer agrees to construct the necessary drainage facilities within Phase 2. 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 Phase 2 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 paving 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 Phase 2. 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 Phase 2 improvements 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 Phase 2. 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 Phase 2.

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, and other public facilities from and after the date of dedication of and acceptance by City of such improvements.

G. 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 six (6) 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 Phase 2 improvements, 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 storm water systems so that there is no increase in storm water volume from Phase 2. In the event that Developer, with City's review and approval, chooses to modify this design, then Developer shall contribute to off-site improvements within the Southlake Town Square development as needed to increase the capacity to handle the increased volume.

B. OFF-SITE SEWER AND WATER FEES:

There are no off-site sewer, off-site drainage, or off-site water structures required for Phase 2.

C. PARK FEES:

Park dedication requirements applicable to Phase 2 are 0.16 acres. Developer has carried forward a 0.9 acre credit from Phase 1, and is entitled to apply such credit to Phase 2 park dedication requirements. Developer shall be allowed to carry forward a 0.74 acre credit to future phases of development after the application of such credit.

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 Southlake Town Square, 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 Southlake Town Square 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. Developer will convey the above property located within Phase 2 to the 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, forty percent (40%) of the cost of all public streets, sidewalks, landscaping and associated streetscape improvements identified on Exhibit E, not to exceed \$500,000.00; provided, however, any costs over \$500,000.00 shall be at Developer's sole expense.

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 four (4) buildings in Phase 2, containing not less than 35,000 gross square feet of building area, identified as Lot 1 on Exhibit D;
  - d. the issuance of certificates of occupancy for eighty percent (80%) of the retail users within the 35,000 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 Phase 2 (the "personal property tax revenues"); and
    - iii) incremental 1% City General Fund sales tax revenues generated within Phase 2 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 from Southlake Town Square to meet the payment obligations to Developer under Phase 1 and Phase 2 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 from Phase 1 and Phase 2 will be used for the payment to Developer of the aggregate purchase price of \$4,000,000 from Phase 1 and \$500,000 from Phase 2.
  - a. These payments are anticipated to be made until September 30, 2019, or until the purchase price of the \$500,000 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 Phase 2 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 Phase 2 which is purchased pursuant to this agreement for street rights-of-way, any design of structures shall be subject to the review and approval of the Subdivision Architectural Review Committee ("ARC") pursuant to the Southlake Town Square Covenants, Restrictions and Easements.

H. NORTH CARROLL AVENUE RELOCATION AND WIDENING:

The Site Plan includes the extension of the FM 1709 to Prospect Avenue section

of North Carroll Avenue from north of Prospect Avenue to north of Federal Way, in accordance with the preliminary layout attached hereto as Exhibit F. Terms of such relocation and widening shall be as follows:

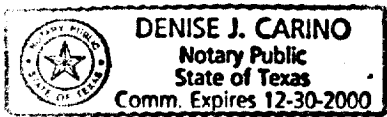
1. Developer has dedicated the land shown on the recorded Final Plat to allow for construction of the road improvements. City will acquire all other necessary easements or rights-of-way from adjacent landowners. Developer will cooperate with City in obtaining the consent of such adjacent landowners.
2. Developer will employ a civil engineer and other outside consultants as necessary for the design and preparation of the final plans and specifications for the extension of North Carroll Avenue pursuant to the preliminary layout attached hereto.
3. Developer will pay all construction costs and related engineering, including all earthwork, infrastructure, paving and landscaping costs associated with the North Carroll Avenue extension project.
4. In consideration of Developer's construction of and payment for the North Carroll Avenue extension described herein, City will provide Developer and Developer's affiliated development companies, Southlake Venture East L.P. and Southlake Central Venture, with a fee credit in the amount of total Phase 2 impact fees and past, present and future Phase I impact fees up to a total fee credit of the cost of such construction.

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, LLC  
its General Partner

By: *Brian R. Stebbins*  
Brian R. Stebbins, President (FEB)  
CS Southlake, LLC



**ATTEST:**

Notary Public: *Denise J Carino*

Type or Print Notary Name: DENISE J CARINO

My Commission Expires: 12-30-2000

**CITY OF SOUTHLAKE**

By: *Rick Stacy*  
The Honorable Rick Stacy, Mayor

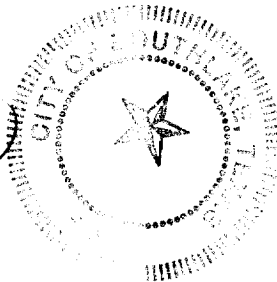
Address: 1725 E. Southlake Blvd., Southlake, Texas 76092

Date: February 15, 2000

**ATTEST:**

By: *Sandra LeGrand*  
Sandra LeGrand, City Secretary

Date: February 15, 2000



## **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

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS WE, The Fechtel Group, a Texas General Partnership, is the owner of a 7.932 acre tract of land in the RICHARD EADS SURVEY, Abstract No. 481, Southlake, Tarrant County, Texas, being a portion of that certain 70.844 acres conveyed to The Fechtel Group by deed recorded in Volume 9811, Page 1241, Deed Records, Tarrant County, Texas (D.R., T.Co., Tx.);

Being a 7.932 acre tract of land situated in the Richard Eads Survey, Abstract No. 481, located in Southlake, Tarrant County, Texas, said tract being a portion of aforesaid 70.844 acres and being more particularly described by metes and bounds as follows:

BEGINNING at a called 5/8 inch iron rod in concrete found in the common East line of said Richard Eads Survey and center of North Carroll Avenue for the common Northwest corner of Southlake Town Square-Phase I, as recorded in Cabinet A, Slide 4892, Plat Records, Tarrant County, Texas (P.R., T.Co., Tx.) and Southwest corner of this tract;

THENCE with said common survey line and centerline of North Carroll Avenue, North 00 degrees 11 minutes 06 seconds West 562.00 feet to a point for the Northwest corner of this tract;

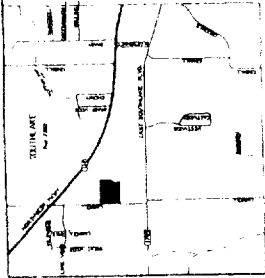
THENCE departing said survey line and centerline, EAST at 50.00 feet, passing a 5/8 inch iron pin set for the intersection of East line of North Carroll Avenue with the North line of Federal Way, a proposed 62.5 foot wide street, in all 639.14 feet to a 5/8 inch iron pin set for the Northeast corner of intersection of North line of Federal Way with the East line of proposed Reserve Street;

THENCE with said East line of Reserve Street, SOUTH to the intersection of Northwest line of State Street with East line of Reserve Street at 298.11 feet to a 5/8 inch iron pin set in the present dedicated Northwest line of State Street;

THENCE with said present dedicated Northwest line of State Street, South 30 degrees 00 minutes 00 seconds West 126.00 feet to an angle point in said RW;

THENCE continuing with dedicated West line of State Street, SOUTH 154.77 feet to its intersection with present dedicated North line of Prospect Street;

THENCE departing the West line of State Street and with North line of Prospect Street, WEST passing a 5/8 inch iron pin found for East line of North Carroll Avenue at 524.33 feet, and continuing in all 574.33 feet to the place of beginning and containing some 7.932 acres of land.



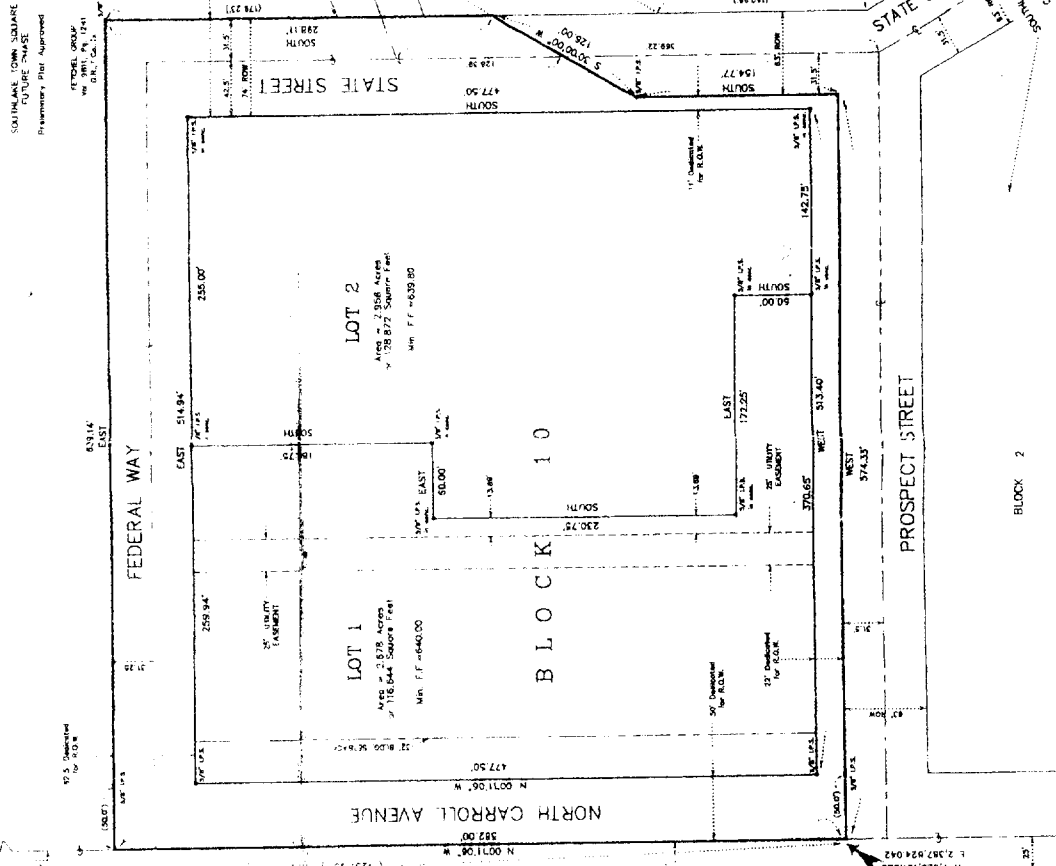
Original Scale 1" = 50'  
Graphic Scale in Feet

PLANNING AND ZONING  
SOUTHLAKE, TEXAS  
July 8, 1999  
*David A. Whites*  
DAVID A. WHITES  
REGISTERED PLANNING AND ZONING COMMISSIONER

NOTE: A PORTION OF ANY LOT IN THIS ADDITION IS SET ASIDE AND RESERVED FOR THE CITY OF SOUTHLAKE, TEXAS, FOR THE CONSTRUCTION OF A PUBLIC UTILITY FACILITY. THE CITY OF SOUTHLAKE RESERVES THE RIGHT TO ACQUIRE ANY AND ALL SUCH PUBLIC UTILITY FACILITIES BY EASEMENT OR OTHERWISE. THE CITY OF SOUTHLAKE RESERVES THE RIGHT TO ACQUIRE ANY AND ALL SUCH PUBLIC UTILITY FACILITIES BY EASEMENT OR OTHERWISE. THE CITY OF SOUTHLAKE RESERVES THE RIGHT TO ACQUIRE ANY AND ALL SUCH PUBLIC UTILITY FACILITIES BY EASEMENT OR OTHERWISE.

This plot has been calculated to determine the mathematical accuracy of the lots. All measurements were made under my supervision and correctly certify that all calculations were made under my supervision and correctly reflect the proposed subdivision.

Date: 7-20-99  
*David A. Whites*  
DAVID A. WHITES  
REGISTERED SURVEYOR  
S.P.L.L. No. 1824



OWNERS:  
THE FEDERAL GROUP  
C/O COOPER & STEPHENS, LP  
1258 MAIN STREET  
SOUTHLAKE, TEXAS 76082  
PHONE: (817) 252-4400  
FAX: (817) 252-4777

DEVELOPER:  
COOPER & STEPHENS, LP  
1258 MAIN STREET  
SOUTHLAKE, TEXAS 76082  
PHONE: (817) 252-4400

SURVEYOR:  
SEMCO SURVEYING, INC.  
777 NORTH TEXAS 76110  
(817) 396-7895

STATE OF TEXAS  
COUNTY OF TARRANT  
I, *David A. Whites*, Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in my office, and that the same has been duly filed for record in the public records of the County of Tarrant, State of Texas, on this 7th day of August, 1999.

STATE OF TEXAS  
COUNTY OF TARRANT  
I, *David A. Whites*, Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in my office, and that the same has been duly filed for record in the public records of the County of Tarrant, State of Texas, on this 7th day of August, 1999.

STATE OF TEXAS  
COUNTY OF TARRANT  
I, *David A. Whites*, Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in my office, and that the same has been duly filed for record in the public records of the County of Tarrant, State of Texas, on this 7th day of August, 1999.

STATE OF TEXAS  
COUNTY OF TARRANT  
I, *David A. Whites*, Surveyor, do hereby certify that the foregoing plat is a true and correct copy of the original as recorded in my office, and that the same has been duly filed for record in the public records of the County of Tarrant, State of Texas, on this 7th day of August, 1999.

FINAL PLAT  
LOTS 1 AND 2, BLOCK 10  
SOUTHLAKE TOWN SQUARE  
PHASE II  
AN ADDITION TO THE CITY OF  
SOUTHLAKE  
TARRANT COUNTY, TEXAS  
IN THE RICHARD EADS SURVEY, A-481  
7.932 ACRES  
JUNE 17, 1999  
( 2 - LOTS )

THIS PLAT FILED CABINET A, SLIDE 5411, DATE: August 27, 1999  
Semco Surveying, Inc.  
1258 Main Street  
Southlake, Texas 76082  
Phone: (817) 252-4400  
Fax: (817) 252-4777



## EXHIBIT C

### **DEVELOPMENT REGULATIONS**

In this S-P-1 Site Plan District, 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, including U.S. Post Office and associated outside storage, 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.

**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 S-P-1 Site Plan District, the following development regulations shall be applicable:

- a. Building Height:** No building shall exceed one (1) story 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.
- b. Front, Side and Rear Yards:** With the following exception, no front, side or rear yard is required. Notwithstanding the foregoing, buildings along the east right-of-way of North Carroll Avenue shall maintain a minimum thirty-two (32) foot setback. No service drives or parking shall be permitted within the setback in front of a building as herein provided unless such building is setback a minimum of fifty (50) feet. In no event shall the bufferyard along North Carroll Avenue be less than twenty (20) feet. No bufferyard shall be required between lots or between a building and any public street except at North Carroll Avenue, as noted above.
- c. Maximum Impervious Coverage:** The maximum impervious coverage shall not exceed seventy-nine percent (79%) of the total block area; and provided further, that the maximum impervious coverage of any individual lot may not exceed eighty-five percent (85%) of the total lot area.
- d. Facade Articulation:** Design guidelines for vertical and horizontal articulation are set by elevations of the buildings submitted with the S-P-1 Site Plan. 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 North Carroll Avenue; *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 eighty-four (84) inches beyond the building face or architectural projection.
- c. Architectural Projections, including bays, towers, and oriels; show windows; 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. 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 S-P-1 Site Plan District.
- b. Required parking shall be located and maintained within three hundred (300) feet of the building served, and may be located anywhere within the S-P-1 Site Plan District and/or in Blocks 2 and 3 and/or streets in the adjacent Southlake Town Square N.R.P.U.D. On-street parking and shared parking anywhere within such area may be counted toward the off-street parking requirement for the S-P-1 Site Plan District.
- c. Where on-street parking is permitted, angled, as well as parallel parking shall be permitted. Forty-five (45) 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.

**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

- 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 S-P-1 Site Plan District, 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 North Carroll Avenue. 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.

- 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 that the following requirements shall be followed in lieu of Section 43.9.c.1(e), Section 43.9.c.2(c), Section 43.9.c.2(d) or in lieu of any other section to the contrary:

- a. Screens comprised of planting materials and located within bufferyards along the boundary of the S-P-1 Site Plan District shall be exempt from the architectural fencing offset requirements of Section 43.9.c.1.(e).
- b. Loading docks and loading spaces intended for tractor/semi-trailer delivery must be screened from view from any public right-of-way, utilizing the methods prescribed in Section 43.9.c.2(c); provided, however, where buildings, perimeter screen walls and/or landscaping screen a loading dock or loading space from view from public right-of-way, no additional screening shall be required around such loading dock or loading space.
- c. Trash Receptacles may be screened utilizing a combination of E.I.F.S. screen walls, solid gate of wood or metal and landscaping, which, in combination, provide a suitable visual barrier.

**9.0 Accessory Structures** – Flagpoles in support of the U.S. Post Office may extend up to but shall not exceed a height of thirty-five (35) feet when located at the northwest corner of Prospect Street and State Street.

**10.0 Landscaping** – Within the S-P-1 Site Plan District, the following landscape standards shall apply:

- a. Bufferyards – Canopy trees of not less than four (4) inch caliper shall be planted approximately thirty-five (35) feet on center. No accent trees shall be required.
- b. Interior Landscaping – Interior landscape shall apply in all interior, non-bufferyard areas, including parking lot areas. In street areas, landscaping shall be limited to street trees of not less than three and one-half (3.5) inch caliper in four

(4) by eight (8) foot tree wells with associated ground cover. In addition to this arrangement, the service drive areas will be supplemented with two (2) foot by four (4) foot beds with two (2) inch caliper trees and associated ground cover. These will be placed intermittently, as space allows. Calculation of interior landscape shall be computed as a ratio based on linear footage of building based on the formula "ILA=SCLF/TBLF x RILA," where "ILA" is the interior landscape required hereunder; "SCLF" is the streetscape building linear footage; "TBLF" is the total building lineal footage; and "RILA" is the interior landscape area required pursuant to the zoning ordinance. For example, where a 70' x 122' building (total building lineal footage of 384') has 122' lineal feet fronting a street and 262' facing interior areas, the calculation of interior landscape required under these Development Regulations is 122/262 or 68% of the interior landscape area otherwise required under the zoning ordinance.

- 11.0 **Bufferyards** – Bufferyards shall be located within and along the western perimeter of lots adjacent to North Carroll Avenue. Except as provided above, no bufferyard shall be required within this S-P-1 Site Plan District.



EXHIBIT E

**BECK**

Southlake Town Square, Block 10

GMP

Streets

December 21, 1999

Item / Description	Quantity	UM
<b>Earthwork - Excavation / Rough Grade</b>		
<b>Streets</b>		
R.E. Cupp Construction - Lump Sum	75,537	SF
Site Clearing / Grubbing	75,537	SF
Cut / Fill - Included		
Haul Waste Materials Off-Site - Included		
Silt Fence & Erosion Control	75,537	SF
Site Fencing 6' & (1) Gate @ \$125 EA (A&M Fence)	0	LF
Construction Entrances	1	LS
Construction Barricades	1	LS
Bond		LS
<b>Subtotal Public Earthwork</b>		

**Water**

<b>Streets</b>		
20" Water Line	0	LF
12" Water Line	0	LF
8" Water Line	1,048	LF
6" Water Line	80	LF
20" Butterfly Valve	0	EA
12" Gate Valve	0	EA
8" Gate Valve	6	EA
6" Gate Valve	4	EA
Fire Hydrant	4	EA
20" x 8" Tapping Sleeve and Valve	1	EA
20" x 6" Tapping Sleeve and Valve	1	EA
6" Blow-Off Valve	3	EA
Connect to Existing	2	EA
2" Air Release Valve	1	EA
Fittings	0.7	TN
Trench Safety	1,358	LF
Inspection Fee, 3.00%		LS
Staking, 1.50%		LS
Bond		LS
<b>Subtotal Public Water</b>		

**Sewer**

<b>Streets</b>		
8" Sewer Line	882	LF
4' Manhole	6	EA
Extra Depth Manhole	10	VF
Connect to Existing	1	EA
Trench Safety	882	LF
Inspection Fee, 3.00%		LS
Staking, 1.50%		LS
Bond		LS
<b>Subtotal Public Sewer</b>		



**Storm Drainage****Streets**

36" CL III RCP	0	LF
30" CL III RCP	226	LF
24" CL III RCP	475	LF
21" CL III RCP	5	LF
18" CL III RCP	0	LF
4' SD Manhole	2	EA
3x 8' Junction Box	1	EA
2 - 36" Type B Headwall	0	EA
24" Type B Headwall	1	EA
Remove Existing Headwall	0	EA
8' Storm Manhole	0	EA
4' Storm Manhole	0	EA
4' Grate Inlet	0	EA
10' Curb Inlet	8	EA
Trench Safety	706	LF
Inspection Fee, 3.00%		LS
Staking, 1.50%		LS
Bond		LS
<b>Subtotal Public Storm Drainage</b>		

**Street and Parking Lot Paving****Streets**

Grading for Lime Stabilization	9,017	SY
Lime Stabilization, 27#/sy	9,017	SY
Street Paving Area, 8" HMAc	6,316	SY
<i>ADD for Increased Federal Way Road Width (+4')</i>	334	SY
Street Paving Area, 5" HMAc	2,240	SY
Curb and Gutter, Streets	4,150	LF
Sidewalk Grading / Select Fill	0	SF
4" Sidewalks	0	SF
<i>ADD for Sidewalk along Post Office</i>	0	SF
Ramps	0	EA
Striping	0	LS
Staking	1	LS
Tax		LS
Bond		LS
<b>Subtotal Public Street and Parking Lot Paving</b>		

## Block 10 Streets

General Conditions, 7.00%		
Insurance, 0.60%		
<b>Subtotal</b>		
Fee, 3.50%		
<b>Subtotal</b>		
Contingency, 2.50%		
<b>Subtotal</b>		
Site / Civil Construction Staking, 2.00%		
<b>Total Block 10 Streets</b>		

EXHIBIT F

