

1. Agenda

Documents:

[03-10-2016 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[03-10-2016 COUNCIL PACKET.PDF](#)



**Town of Northlake  
Town Council Meeting Agenda  
Thursday, March 10, 2016 at 5:30 pm  
1400 FM 407 - Northlake Texas**

Notice is hereby given of the Town Council Meeting beginning at 5:30 pm in the Northlake Town Hall Chamber Room at 1400 FM 407, Northlake, Texas. The items listed below are placed on the agenda for discussion, consideration and or action

1. Call to Order the Workshop Session

|                        |                         |         |                          |
|------------------------|-------------------------|---------|--------------------------|
| A. Special Recognition | Officer David Lightfoot | 5 Years | Northlake Police Officer |
|------------------------|-------------------------|---------|--------------------------|

2. Briefing

B. Aero Valley Water Supply Update

C. Master Thoroughfare Plan Update

D. Lease Space in Harvest Retail Area

E. Florance Road Water Line Project Oversizing

F. Open Gov web-based external financial reporting tool

3. Regular Session

Call to Order - Pledge of Allegiance - Moment of Silence

4. Public Recognition/Citizens' Agenda/Written Communications

The opportunity for citizens to address the Town Council on any subject (limits three (3) minutes per person), however, the Texas Open Meetings Act prohibits the Town Council from discussing issues which the public has not been given seventy-two (72) hours' notice. Issues raised may be referred to Town Staff for research and possible future action

5. Consent Items

All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member so requests, in which event the item will be removed and considered separately

G. Meeting Minutes 2-11-16

H. Meeting Minutes 3-3-16

- I. Resolution 16-09 authorizing the Mayor to proclaim that the Town of Northlake, Texas, is designating the months of April and September 2016 for beautification purposes
- J. License and Easement Agreement between Town of Northlake, Texas and T-Mobile LLC to locate and operate a temporary antenna facility

6. Regular Items

- K. An Ordinance amending a component of the Comprehensive Plan to adopt a 2016 Master Thoroughfare Plan Update, replacing the existing Master Thoroughfare Plan; providing that this Ordinance shall be cumulative of all ordinances; providing for a severability clause; providing a savings clause and providing an effective date
  - i. Public Hearing
  - ii. Ordinance 16-0310
- L. Final Plat of Canyon Falls Village E1, a phase of the Canyon Falls development consisting of 44 single-family residential lots on approximately 13.078 acres of land in the W. Love Survey, Abstract No. 728, generally located on the east side of Graham Branch Creek adjacent to the Town of Flower Mound, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-003.
- M. Final Plat of Canyon Falls Village E3, a phase of the Canyon Falls development consisting of 57 single-family residential lots and 3 opens space/HOA lots on approximately 16.029 acres of land in the W. Love Survey, Abstract No. 728, generally located on the east side of Graham Branch Creek adjacent to the Town of Flower Mound, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-002.
- N. Final Plat of Lot 4, Block 5, Northport Addition, a 2.037-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located on the east side of IH 35W approximately 1,000 feet north of SH 114, and zoned Commercial (C). Northport Partners, LLC is the owner. Bobby Cox Companies is the applicant/developer. John Thomas Engineering is the engineer. Spry Surveyors is the surveyor. Case # FP-16-005.
- O. Site Plan for Rosa's Cafe, a proposed 6,940 square-foot restaurant on 2.037 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 4, Block 5, Northport Addition, generally located on the east side of IH 35W approximately 1,000 feet north of SH 114, and zoned Commercial (C). Northport Partners, LLC is the owner. Bobby Cox Companies is the applicant/developer. John Thomas Engineering is the engineer. Case # SP-16-001.
- P. A Resolution authorizing the Mayor to negotiate of a Lease Agreement for a proposed lease space of professional offices for use by the Town of Northlake as a Town Hall Building and for other public purposes; resolving other matters related thereto and providing an effective date

- Q. Mutual Termination Agreement between Town of Northlake, Texas and Northlake Estates, LP terminating the original Community Facilities Contract No. 03-01 and all amendments thereto relating to property within the North Ridge Estates subdivision

7. Executive Session

The Town Council may enter into Executive Session during the meeting to seek legal advice from its attorney on any posted agenda item, or to discuss any item that is authorized by the Texas Open Meetings Act to be discussed in closed session including:

- a) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving - Town of Northlake vs City of Justin

Discuss, Consider and Act on appropriate action relative to the Executive Session

8. Adjournment

**CERTIFICATE**

I hereby certify that the above agenda was posted on the front glass door at the Town Hall 1400 FM 407, Northlake, Texas on Monday, March 7, 2016 by 4:00 pm

*Shirley Rogers*

Town Secretary

**NOTE:** The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development Negotiations)





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# TOWN OF NORTHLAKE

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## 1. Call to Order-Workshop

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### A. Special Recognition

David Lightfoot

5 Year Service

Patrol Officer

# TOWN OF NORTHLAKE

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## 2. Briefing

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B. Aero Valley Water Supply Update

C. Master Thoroughfare Plan Update

D. Lease Space in Harvest Retail Area

E. Florance Road Water Line Project Oversizing

F. Open Gov web-based external financial reporting tool

# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
CC: Eric Tamayo, Public Works Director  
Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Aero Valley Water Service Options

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On June 10, 2010, Northlake Town Council memorialized a 2005 agreement with Shawn Horvath, operator of the Aero Valley Water Service, whereby he could temporarily serve water to customers within the Town of Northlake's Certificate of Convenience and Necessity (CCN). The agreement also gives the Town the first right of refusal to purchase Aero Valley Water Service if it becomes available for purchase. At the time, Mr. Horvath provided the Town with a list of customers that total approximately 50 and a price tag of \$50,000.

Going back some ten years, the operator had been cited by the Texas Commission on Environmental Quality (TCEQ) for numerous violations and has compiled penalties of approximately \$17,000 according to TCEQ. The system has a number of operational deficiencies including improper storage of treatment chemicals, intermittent pressure, inconsistent reporting, and absence of meters.

In October 2013, Northlake was approached by the TCEQ to assume the Aero Valley CCN. After much discussion, it was determined that Northlake would not immediately take over the system. The primary reason was that TCEQ would not agree to give Northlake a grace period on correcting the violations perpetrated by Horvath and Horvath demanded payment for the system.

In the interim, the Texas Public Utility Commission was made the overseer of CCNs. TCEQ is still be responsible for regulating the operations of water systems. The TCEQ and PUC then approached Northlake on taking over the system. Accelerating the situation was Horvath's departure for employment in Nevada.

After negotiations, the Town became temporary manager of the system on behalf of the TCEQ; the TCEQ would be the official owner of the system. Because of the convoluted administrative rules only an individual can become a temporary manager not a municipality so Eric Tamayo became temporary manager. Ironically, TCEQ continued to cite the Town for violations committed by Horvath.

Anticipating the potential takeover of the Aero Valley water system, the Town conducted an engineering study of the system to understand the operational deficiencies of the system and alternatives to bring the system up to standards. The best long term solution to the system would be

to replace all the system lines with eight inch (8") service lines, install water meters to each customer, construct a water main from FM 1171 to the area, and retire the existing well, storage tank and pressure tank. The total cost of this solution would exceed \$2,000,000.

The Town has paid approximately \$8,000 for patchwork repairs and upgrades. The TCEQ has made numerous suggestions to upgrade the system at substantially more costs. The actual number of customers directly tied to the system is only 23 to date. According to TCEQ regulations, the Town can charge \$58.67 per month for the service; inadequate to support the debt service necessary to finance the proposed solution.

Since the last update, the costs for maintaining and upgrading the system have increased to about \$20,000. PUC rules require that the Town set up a separate checking account to accept water payments. The account setup has taken some time so no water payments have been accepted to date. As anticipated TCEQ has repeatedly cited the system for violations that pre-existed the Town's takeover. Because the system is in Eric Tamayo's name the violations could potentially reflect on his operator's licenses. The Town also investigated numerous funding sources and all options were loans not grants and none were guaranteed. Based on this information, Eric informed PUC that he would no longer serve as emergency manager. PUC is now searching for ways to compel the Town of Northlake to take over the system. So far, the Town has been able to avoid this.

Please contact me at 940.242.5701 if you have any comments or questions.

# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
CC: Nathan Reddin, Development Director  
Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Master Thoroughfare Plan Adoption

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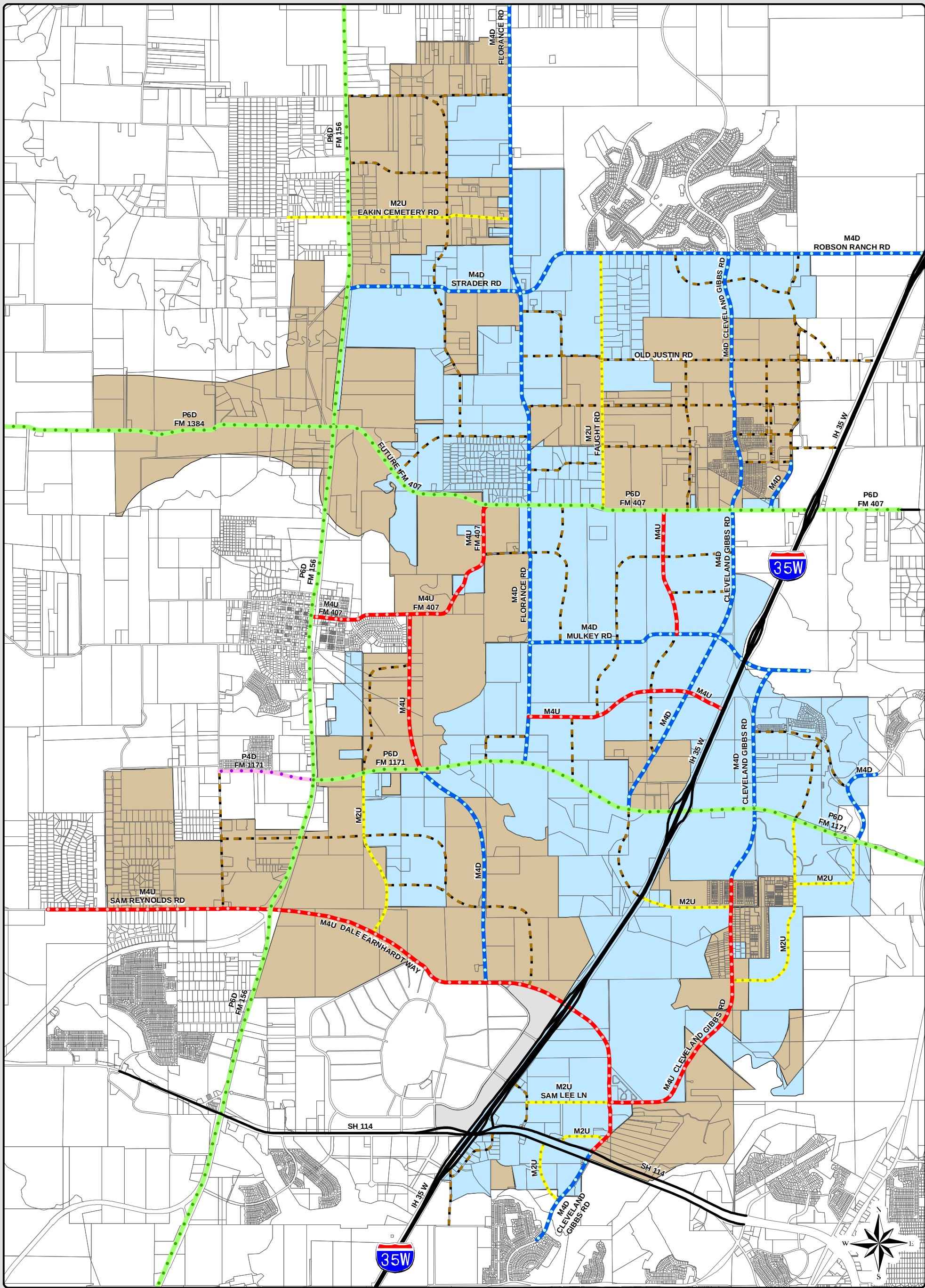
Funds were originally provided in the FY 2015 Adopted Budget for an update of the Town's Master Thoroughfare Plan (MTP) and the study of a Road Impact Fee. On December 11, 2014, council was briefed on Halff and Associates approach for conducting the update and study. After many meetings with Town staff and coordination with Denton County and Texas Department of Transportation officials, Halff presented the final draft of the MTP Update to council at their November 12, 2015 meeting.

As a reminder, the MTP shows the major thoroughfares in the Town in terms of their general location, the number of lanes and whether the road is divided or undivided. The MTP will in a sense reserve the location of the road from encroachment from certain types of development such as gas wells. Secondly, the MTP will inform potential developers of the alignment of the Town's road system and anticipated right-of-way dedication requirements. Finally and most importantly, the MTP will determine the amount of lane-miles are necessary to serve the projected development which will determine the cost of the road infrastructure which will determine the amount of road impact fee the Town may charge developers.

The final draft plan was presented to Council on February 11<sup>th</sup> after a two-month review period. After discussion council members were polled on their interest in having a workshop on the MTP. There was not unanimous interest in holding a workshop. Since the last update, staff has attempted to provide an alternative MTP that reflects council comments during the last briefing. Many roads were more closely aligned to property lines. However these alignments have created conflicts with the floodplain, topography and curve radii. Halff Associates is prepared to discuss the original MTP and the alternative as well as potential issues with both.

Please contact me at 940.242.5701 with any questions or comments.





Map Features

- |                   |                                                 |
|-------------------|-------------------------------------------------|
| Thoroughfare Type |                                                 |
|                   |                                                 |
|                   |                                                 |
|                   |                                                 |
|                   |                                                 |
|                   | Town of Northlake Incorporated Area             |
|                   | Town of Northlake Extraterritorial Jurisdiction |
|                   | Intergovernmental Agreement Area                |

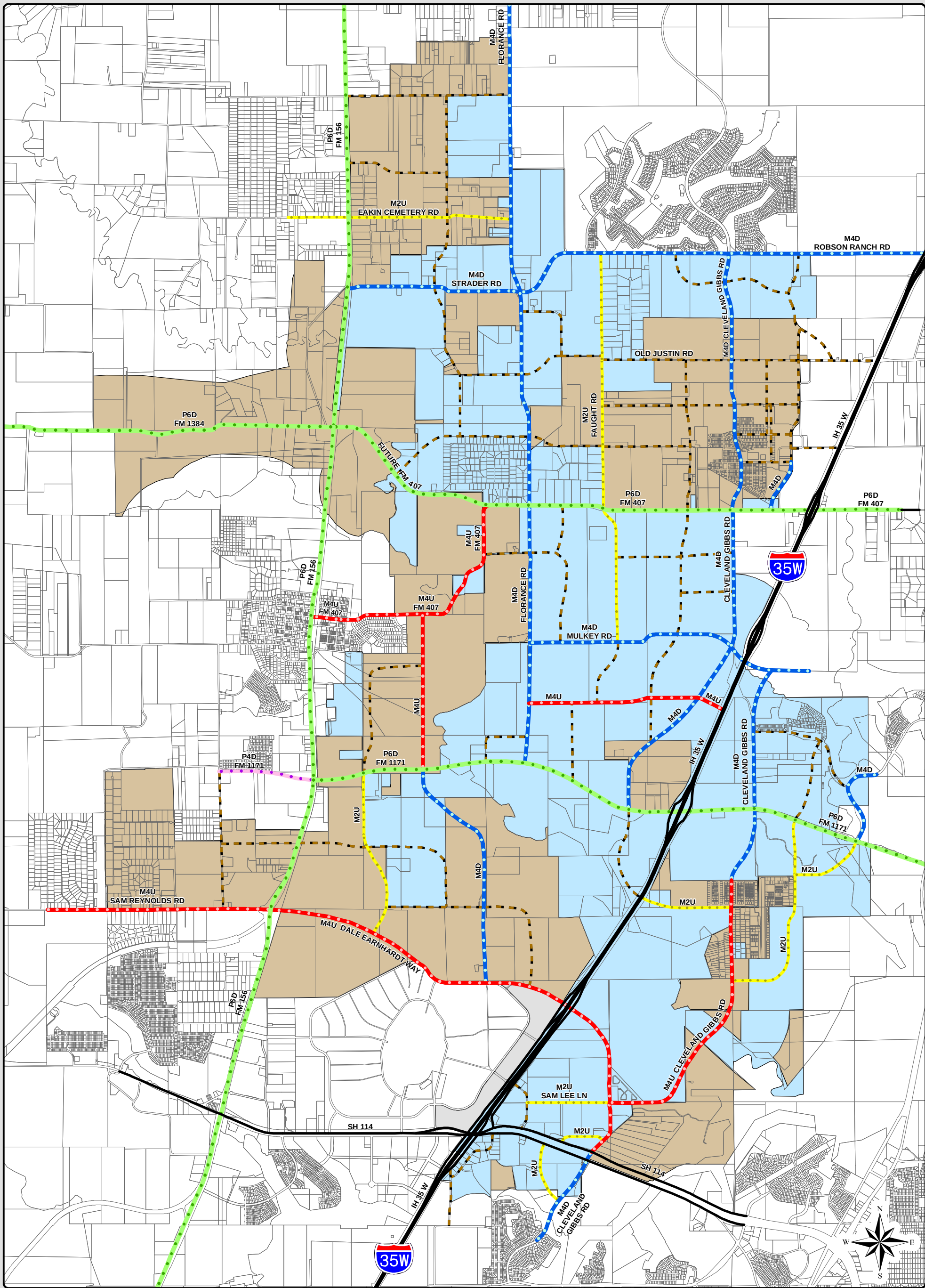


DENTON COUNTY, TEXAS  
THOROUGHFARE PLAN

0 2,000 4,000  
Scale in Feet







Map Features

- Thoroughfare Type
- M2U
  - M4D
  - M4U
  - P4D
  - P6D
  - Collector Road
  - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area

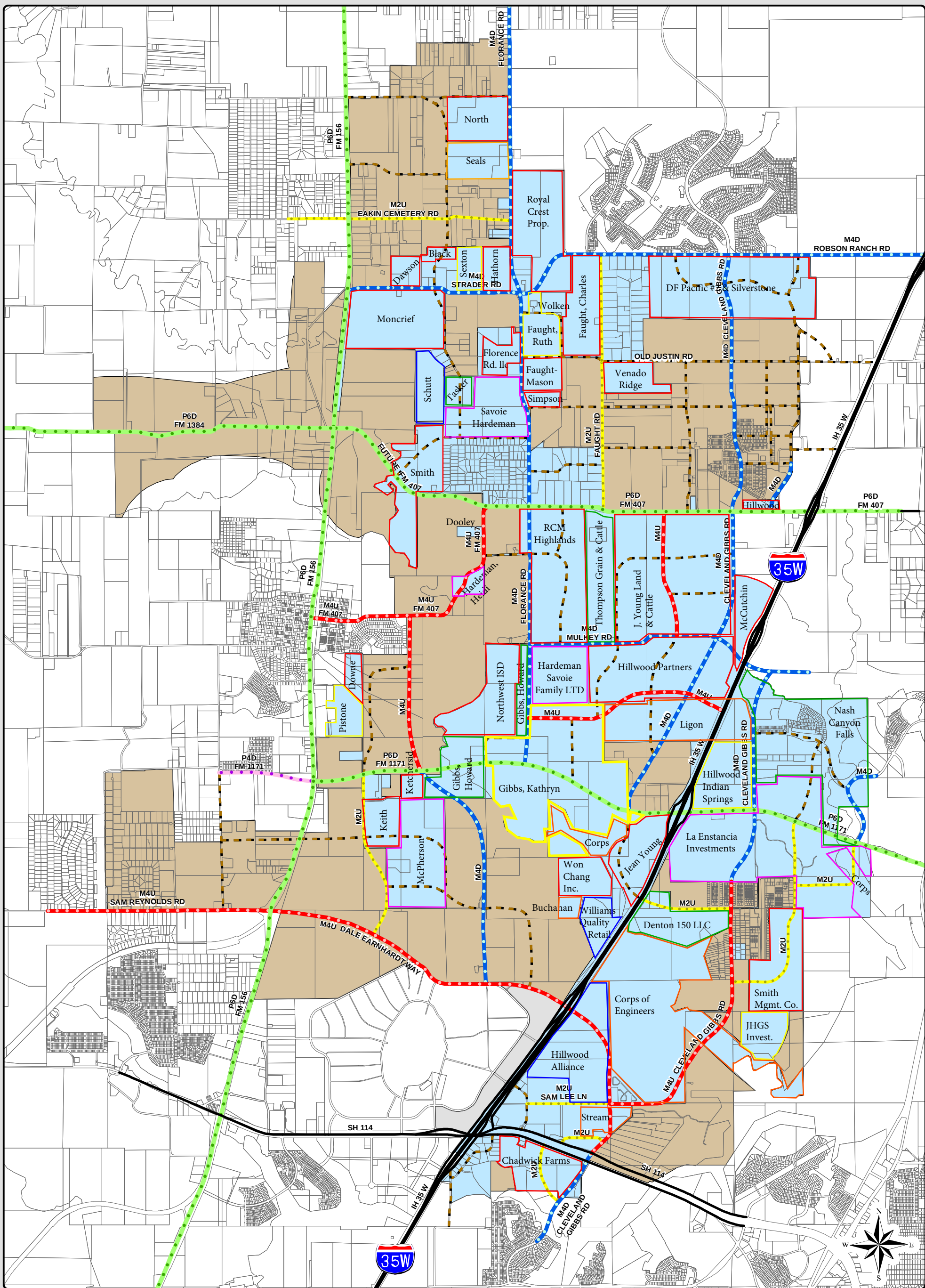


DENTON COUNTY, TEXAS  
THOROUGHFARE PLAN

0 2,000 4,000  
Scale in Feet







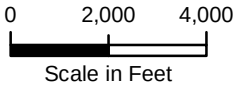
Map Features

- Thoroughfare Type

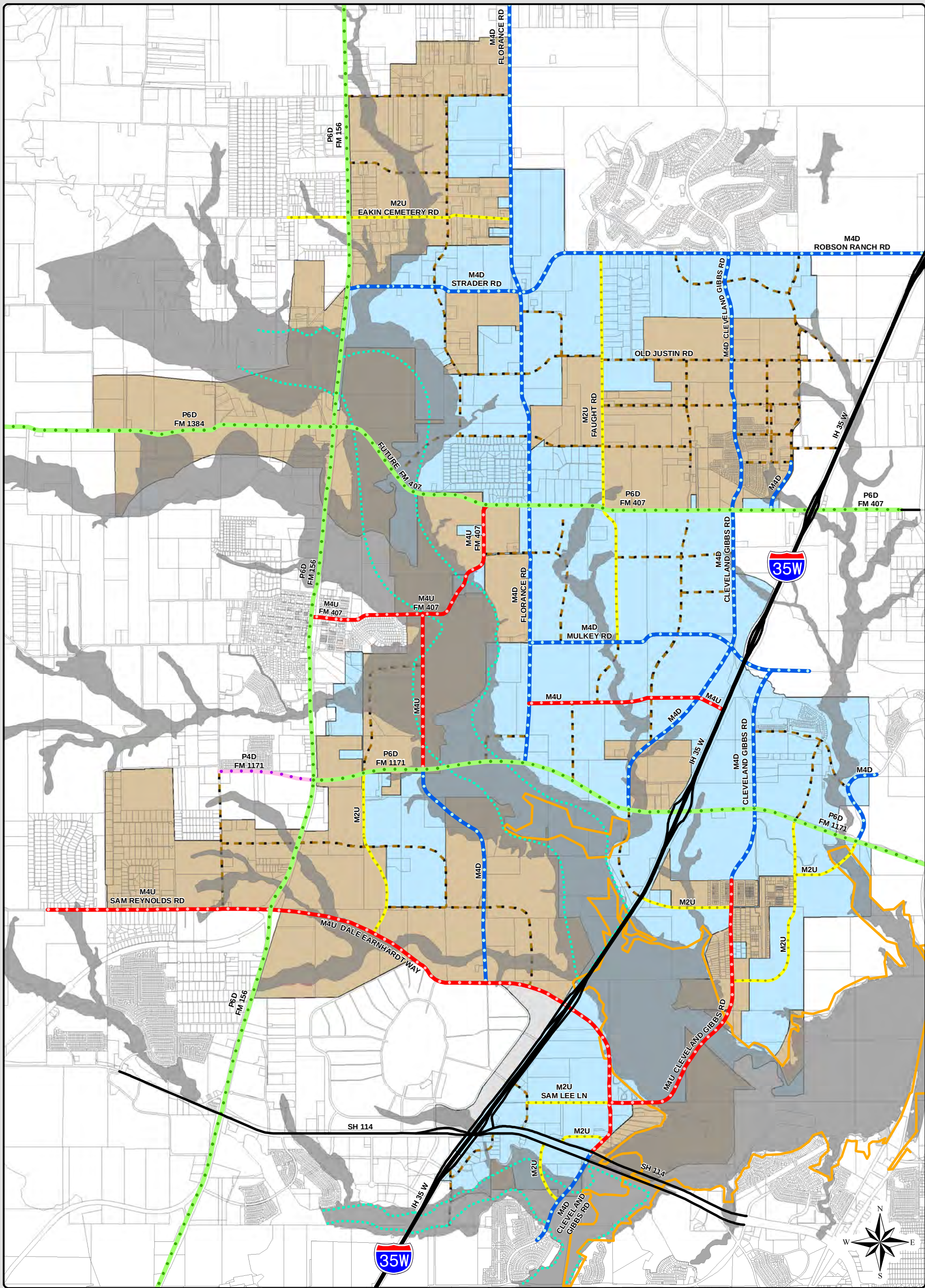
  - M2U
  - M4D
  - M4U
  - P4D
  - P6D
  - Collector Road
  - Major Roads
- Town of Northlake Incorporated Area
  - Town of Northlake Extraterritorial Jurisdiction
  - Intergovernmental Agreement Area



DENTON COUNTY, TEXAS  
THOROUGHFARE PLAN







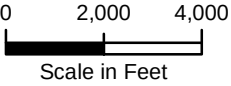
Map Features

- Thoroughfare Type
- M2U
  - M4D
  - M4U
  - P6D
  - P4D
  - Collector Road
  - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area



DENTON COUNTY, TEXAS  
THOROUGHFARE PLAN

- FEMA Flood Line
- Floodway
  - Flowage Easement Boundary
- FEMA Flood Boundary
- 0.2 PCT Annual Chance Flood
  - A
  - AE





# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
CC: Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Town Hall Lease Space in Harvest Retail Area

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As part of the fiscal year 2014 revised budget, the Town replaced the two used modular buildings with four new modular buildings. With the exception of additional field personnel, the Town is at maximum capacity in current facilities. The long term solution for the Town is to build a permanent structure which can house the current staff as well as projected new positions. However current resource prohibit the Town from financing the ultimate Town Hall.

The Town engaged Brinkley Sargent Wiginton Architects (BSWA) to perform a facility needs assessment. BSWA analyzed current departments and determined future office space and parking needs for departments to be located at a new facility. Based on the space needs, multiple budget options for a Town Hall located as part of the Harvest mixed-use development. After an iterative project scope reduction process, BSWA developed cost estimates for the construction of a new facility. At the August 27, 2015 Council meeting an economy and an iconic option were presented by BSW Architects at estimated costs of \$10,000,000 and \$12,500,000, respectively.

Contemporaneously, Town staff renewed discussions with Hillwood Communities to potentially lease space in their Harvest commercial development. Hillwood recently sold the retail area of Harvest to Hahei LTD and the area is being marketed by Office Equity Solutions (OES). Mayor Dewing has had multiple meetings with OES and have requested the Town of Northlake submit a letter of intent to lease 5,000 square feet of space in a proposed building. The initial terms of a potential agreement are \$30.00 per square feet for a total annual rent of \$150,000. The landlord will provide \$225,000 in tenant improvements. The length of the agreement could be five to seven years.

A more detailed presentation will be given to council to seek further direction. The landlord is seeking a response from the Town by March 18, 2016. The landlord has also provided preliminary design visuals of the building.

Please contact me at 940.242.5701 if you have any questions or comments.

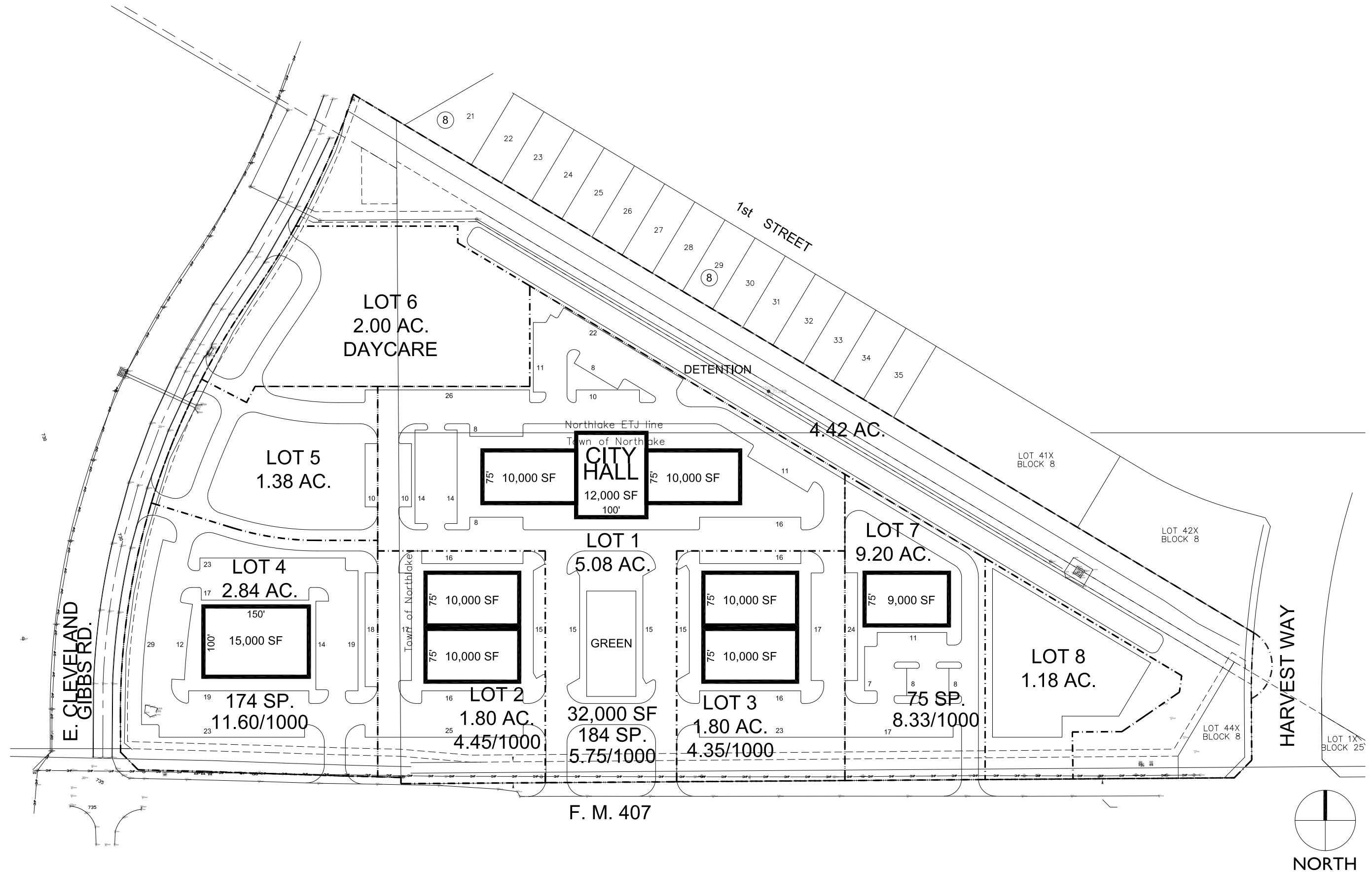
# F.M. 407 & CLEVELAND GIBBS RD.

## HILLWOOD COMPANIES

DESIGN PACKAGE

16.02.12

O'BRIEN  
ARCHITECTS



## SITE PLAN

F.M. 407 & CLEVELAND GIBBS RD.

HILLWOOD COMMUNITIES  
16.02.12

DESIGN PACKAGE

2



MATERIALS

|            |     |
|------------|-----|
| Limestone: | 47% |
| Brick:     | 14% |
| Stucco:    | 16% |
| Wood:      | 6%  |
| Misc.:     | 17% |









PERSPECTIVE\_02









PERSPECTIVE\_04





PERSPECTIVE\_05

# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
CC: Eric Tamayo, Public Works Director  
Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Florance Road Water Line Capacity Sharing Agreement with UTRWD

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As part of the development of Stardust Ranch, formerly the Yarbrough property located at Robson Ranch Road and Yarbrough Road, a twelve inch water line is to be constructed to supply water. The water line will connect to a sixteen inch line at the North Ridge Estates water plant and run on the west side of Florance Road up to Robson Ranch Road. The water system master plan calls for this line to ultimately be a sixteen inch line.

The Town's water supplier in this area, Upper Trinity Regional Water District, long range plans are to construct a water supply line along Florance Road to provide water to the Town of Ponder and the City of Krum. However current demand from these municipalities does not warrant the construction of a pipeline. In December, Mayor Dewing approached UTRWD about a capacity sharing agreement with the Town whereby the developer will oversize the line and be reimbursed by UTRWD through the Town.

The proposed terms of an agreement would allow the Town to purchase the additional capacity in years six to sixteen. The value of the oversized portion of the line would be depreciated on a straight line thirty year life. There would be no interest or carrying costs on the line when the Town sought to purchase. UTRWD would be able to use the additional capacity in the interim years to provide water to Ponder and customers to the north.

Please contact me at 940.242.5701 if you have any questions or comments.

# Memo

To: Honorable Mayor and Town Council  
From: Karen Bolyard, Finance Director  
cc: Shirley Rogers, Town Secretary  
Drew Corn, Town Administrator  
Date: March 10, 2016  
Re: OpenGov Interactive Financial Tool

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Town staff has been striving to find ways in which we can develop useful reports for Council, staff, and the public. One of the biggest problems with any financial software, including our own STW system, is extracting the information and creating useful reports in a timely manner. In fact, one of the main reasons why businesses change financial software is because they cannot extract reports and data from their systems that is useful to them. Drew and I both have seen presentations from OpenGov and they have remedies for these types of problems.

OpenGov has developed software that provides the ability to create interactive financial statements, reports, and non-financial templates from the information contained in our financial modules and databases. The program is web-based so Council members, staff, and the public could simply go to our website and access interactive reports. The Town is in complete control on what information is accessible to external users.

The interactive reports allow many options in which to view the data; from high level summaries to line item details. The system is easy to maintain by monthly uploads of data to OpenGov.

Another attractive feature about the OpenGov product is the price which is much more affordable to the Town especially when compared to the cost of changing financial software. Depending on the length of time we choose for the contract the price ranges from \$6,333 for one year to an annual cost of \$5,383 for a five year contract.

If you have any questions or comments please contact me at 940.242.5706.





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## OpenGov is a web based tool for governments

- Enables sharing of financial & non-financial information
  - Sharing with Council, staff, and on Town website
- Enables Council & staff to view information "on demand"
- Public Transparency

 OPENGOV

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### Pervasive Challenges

- › Financial and performance data is in silos and hard to access
- › Council members and staff members lack actionable, real-time reporting and analytics
- › Lack of insights into cross-departmental budgets and year-to-date actuals
- › Understanding our data is essential for forecasting, budgeting, and benchmark comparisons
- › Information demands are increasing– time isn't

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800+  
GOVERNMENTS

45  
STATES

\$125B+  
EXPENDITURES ANALYZED




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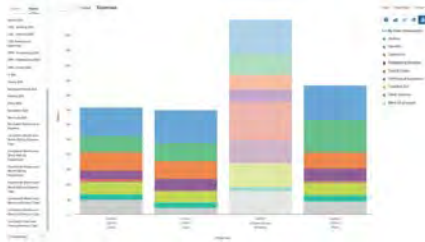
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## How Does OpenGov Work?

- “Dashboard” style of reporting
- Reports have the option to summarize data or to “drill down” to individual details
- The Town has the ability to show as much information as we want
- Council, staff, and the public can access the information from our website




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## What We Get: An Interactive Example

McKinney, Texas

- [www.mckinneytexas.org](http://www.mckinneytexas.org)
  - On the menu under “Transparency” click on “Financial Transparency”
- On the left side menu click on “Interactive Financial Reports”
- Click on “Access the tool”

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Visualize non-financial information

Some Examples:

- Long-term financial projections
- Sales Tax by Industry
- Water Usage
- Building Permits




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## Financial Impact

Annual fee is based upon the size of the entity's annual budget and there are four options

### Option 1:

- 3 year contract with an annual fee of \$5,700 per year
- One time set up fee of \$3,000

### Option 2:

- 5 year contract with an annual fee of \$5,383 per year
- One time set up fee of \$3,000

### Option 3:

- 10 year contract with an annual fee of \$5,383 per year
- One time set up fee of \$1,500

### Option 4:

- Annual contract fee \$6,333
- One time set up fee of \$3,000

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## Summary: OpenGov Delivers Value the Town

The interactive tool enables the Town Council, staff, & the public to understand our information

- › Better insights to help make better decisions
- › "On Demand" Access to current financial and performance data
- › Better tools for communicating information
- › Improved budget process and reporting
- › Better engagement and trust with the community
- › Improved public understanding of policy decisions




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# TOWN OF NORTHLAKE

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## **3. Regular Session**

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# TOWN OF NORTHLAKE

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## **4. Public Recognition/Citizens' Agenda/Written Communications**

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# TOWN OF NORTHLAKE

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## 5. Consent Items

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**Town of Northlake, Texas  
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1400 FM 407-Chamber Room - Northlake Texas 76247**

1. Mayor Peter Dewing called to workshop session to order at 5:30 pm and announced a quorum was present

Council Members present: Peter Dewing, Jean Young, Mike McBride, Michael Ganz, Roger Sessions, Danny Simpson

Staff Members present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Eric Tamayo, Public Works, Director; Karen Bolyard, Finance Director; and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Legal Counsel; Ben McGahey, Town Engineer, Andrew Messer, Litigation Counsel

A. Special Recognition

Mayor Dewing recognized Sergeant Dwight Thornton's 5 Years of service as a Northlake Police Officer

Chief of Police Robert Crawford announced Sergeant Dwight Thornton as the 2015 Officer of the Year voted on by his fellow officers

2. Briefing

B. Mike Vail, CPA with Vail & Knauth LLP presented the Annual Financial Report ending September 30 2015 to the council

C. Drew Corn briefed the council on the Northwest ISD Outdoor Learning Center (located in Northlake) Water Line project. The District will construct a 12" water line, the Town will consider reimbursement to the District for a proportion of the costs

D. Ben McGahey, Town Engineer, briefed the council on the update to the Master Thoroughfare Plan. The purpose of the MTP is to reserve location of the road from encroachment from certain types of development such as gas wells and will inform potential developers of the alignment of the Town's road system and anticipated right-of-way dedication requirement

After much discussion, it was noted a workshop was needed to further explore the plan. Mayor Dewing asked all council members to contact staff by Friday, February 19<sup>th</sup> to let them know of a day and time available for such workshop

- E. Drew Corn briefed the council on a potential road capital improvements program, recapping of the work done to date, recommendation on projects to focus on now and in the very near future
- F. Drew Corn briefed the council on the Aero Valley Water Company - conducted an engineering study of the system to understand the operational deficiencies of the system and alternatives to bring the system up to standards which is very costly to only service approx. 23 customers. The Town has paid for some patchwork repairs and upgrades as temporary manager. Options were given and ask for council input on the direction to take
- G. Drew Corn briefed the council on debt capacity of the Town- reviewed debt capacity assumptions and projections, discussed various scenarios for the use of debt, explored various financing options whether refunding existing debt or layering new debt and finally seek council direction on how to move forward

### 3. Regular Session

Mayor Dewing called to regular session to order at 6:54 pm. All members present  
Pledge of Allegiance and a Moment of Silence was observed

### 4. Public Recognition/Citizens' Agenda/Written Communications – None received

### 5. Consent Items

Councilmember McBride moved to approve the consent items. 2<sup>nd</sup> by Councilmember Young

Vote: Approved unanimous

### H. Meeting Minutes 1-14-16

- I. Resolution of the Town Council of the Town of Northlake, Texas, declaring certain personal property owned by the Town to be surplus property and authorizing the Town Administrator to dispose of such property (Res. No. 16-05)
- J. Resolution of the Town of Northlake, Texas, approving an amendment to the Tax Abatement Agreement to promote economic development and stimulate business and commercial activity in the town; providing for required notices (Res. No. 16-06)

### 6. Regular Items

- K. Mayor Pro Tem Simpson moved to accept the Annual Financial Report ending September 30, 2015. 2<sup>nd</sup> by Councilmember McBride

Vote: Approved unanimous

### L. Lamar Billboard Meritorious Exception

- i. Mayor Dewing opened the Public Hearing at 6:57 pm to hear comments for or against the item  
No one came forward for or against the item  
Mayor Dewing closed the Public Hearing at 6:58 pm

- ii. Mayor Pro Tem Simpson moved to approve Resolution No. 16-07, authorizing a meritorious exception to add a third face with a digital sign on the billboard structure at 18511 IH35W. 2<sup>nd</sup> by Councilmember Young

Vote:           Approved  
For:           Simpson, Young, McBride  
Against:       Ganz, Sessions

M. An Ordinance adopting the 2016 Master Thoroughfare Plan Update replacing the existing Thoroughfare Plan; providing that this Ordinance shall be cumulative of all ordinances; providing for a severability clause; providing a savings clause and providing an effective date

- i. Mayor Dewing opened the Public Hearing at 7:08 pm to hear comments for or against the MTP

Joel McGregor, resident of Northlake stated he agreed with a statement made earlier that all property owners should be aware of the plan or contacted to have some input on. He was neutral

Mayor Dewing closed the Public Hearing at 7:10 pm

- ii. Mayor Dewing stated no action to be taken at this time

N. Councilmember McBride moved to approve Ordinance 16-0211B amending the Code of Ordinances, Town of Northlake, Texas; by the amendment of Chapter 5 Business Regulations; amending Article 5.-06 Temporary Vending at Texas Motor Speedway; providing a savings clause; providing a severability clause; providing a penalty clause; and providing an effective date. 2<sup>nd</sup> by Councilmember Young

Vote:           Approved unanimous

O. Councilmember McBride moved to approve Ordinance 16-0211C, amending the Fee Schedule of the Town of Northlake, Texas contained in Appendix "A" to Ordinance No. 14-1211A including A3.000 Business Related Fees. 2<sup>nd</sup> by Councilmember Young

Vote:           Approved unanimous

#### 7. Executive Session

Mayor Pro Tem Simpson moved to convene into closed session at 7:20 pm to seek legal advice from its attorney on any posted agenda item, or to discuss any item that is authorized by the Texas Open Meetings Act to be discussed in closed session listed below. 2<sup>nd</sup> by Councilmember Young

Vote:           Approved unanimous

- a) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving - Town of Northlake vs City of Justin

Mayor Dewing stated no action was taken as a result of the closed session

Mayor Pro Tem Simpson moved to reconvene into open session at 7:51 pm. 2<sup>nd</sup> by Councilmember Young

Vote:           Approved unanimous

Councilmember Ganz moved to authorize the Mayor, Councilman McBride and one additional council member and/or Staff member to attend mediation scheduled for February 29, 2016 and to report back to town council for consideration. 2<sup>nd</sup> by Mayor Pro Tem Simpson

Vote:           Approved unanimous

8. Mayor Dewing adjourned the meeting at 7:54 pm

**Passed and approved by the Town Council on this the 10<sup>th</sup> of March, 2016**

**Town of Northlake, Texas**

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**Peter Dewing, Mayor**

Attest:

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Shirley Rogers, Town Secretary





**Town of Northlake, Texas  
Special Called Meeting Minutes  
Thursday, March 3, 2016  
1400 FM 407 - Northlake Texas**

1. Regular Session

Mayor Peter Dewing called the meeting to order at 5:30 pm

Members Present: Peter Dewing, Jean Young, Mike McBride, Michael Ganz, Danny Simpson

Member Absent: Roger Sessions

Staff Present: Drew Corn, Town Administrator; Shirley Rogers, Town Secretary

Consultant Present: Andy Messer, Litigation Counsel

Pledge of Allegiance and Moment of Silence was observed

2. Executive Session

Councilmember Ganz moved to convene into closed session at 5:31 pm to seek legal advice from its attorney on the posted agenda item, or to discuss any item that is authorized by the Texas Open Meetings Act. 2<sup>nd</sup> by Mayor Pro Tem Simpson

Vote: Approved unanimous

- a) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving - Town of Northlake vs City of Justin

Councilmember Ganz moved to reconvene into open session at 6:35 pm. 2<sup>nd</sup> by Councilmember Young

Vote: Approved unanimous

Mayor Dewing stated there was one action to be taken

Councilmember Ganz moved to approve Resolution No. 16-08 of the Town Council of the Town of Northlake, Texas rejecting the conditional mediated settlement agreement between the Town of Northlake and City of Justin, in connection with Town of Northlake v. City of Justin, Cause No. 15-08170-367, in the 367<sup>th</sup> Judicial District Court of Denton County, Texas; and providing for an effective date. 2<sup>nd</sup> by Councilmember McBride.

Councilmember Ganz further stated he felt the land swap was not equitable to Northlake and the town was giving up too much land

Vote: Motion approved unanimous

3. Mayor Dewing adjourned the meeting at 6:36 pm

Passed and approved on this the 10<sup>th</sup> day of March, 2016

Town of Northlake, Texas

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Peter Dewing, Mayor

ATTEST:

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Shirley Rogers, Town Secretary

**TOWN OF NORTHLAKE, TEXAS**

**RESOLUTION NO. 16-09**

**A RESOLUTION AUTHORIZING THE MAYOR TO PROCLAIM THAT THE TOWN OF NORTHLAKE, TEXAS, IS DESIGNATING THE MONTHS OF APRIL AND SEPTEMBER 2016 FOR BEAUTIFICATION PURPOSES**

**WHEREAS**, the Town Council of the Town of Northlake, Texas wishes to proclaim the months of **April and September 2016** for beautification purposes; and

**NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, HEREBY RESOLVES:**

**SECTION 1.** To designate the months of April and September for all residents and property owners to clean-up, remove trash and debris from around their properties and along the highways and roads throughout the corporate limits of Town; and

**SECTION 2.** To designate **Saturday, April 16 and Saturday September 17<sup>th</sup>** for the collection date and to provide roll-off containers for larger items to be placed at the following location:

**Northlake Town Hall                      1400    FM 407                      Parking Lot**

**PASSED AND APPROVED ON THIS THE 10th MARCH, 2016**

**Town of Northlake, Texas**

\_\_\_\_\_  
**Peter Dewing, Mayor**

**ATTEST:**

\_\_\_\_\_  
Shirley Rogers, Town Secretary



## **TOWN OF NORTHLAKE CLEAN UP DAY**

**SATURDAY, APRIL 16<sup>TH</sup>**

**DROP-OFF LOCATION:**

**TOWN HALL PARKING LOT ON 1400 FM 407**

**Document Shredding**

**Between 9 am – Noon**

**Items NOT Accepted:**

**Antifreeze**

**Motor Oil**

**Batteries**

**Chemicals/Solvents/Gasoline/Pesticides**

**Paint ("usable" half to a full can of paint can be donated to Bart's Barn or [Habitat for Humanity](#) – 511 Sunset St Denton, Texas 76201 / 940-382-8487**

**Fluorescent Light Tubes (Home Depot in Roanoke has disposal boxes for FLT at the customer service desk)**



# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
CC: Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Short Term Property Lease with T-Mobile

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On October 8, 2015, Council entered into a short term property lease with T-Mobile for the temporary placement of a cellular tower on Town property at Ashmore Lane and I-35W Access Road. Any lease of public property must be approved or ratified by Town Council. The purpose of the lease is to provide T-Mobile cell phone customers better coverage during the TMS event.

Recently, T-Mobile has approached the Town to lease the same site for \$3,500 from April 1, 2016 to April 15, 2016.

Please contact me at 940.242.5701 if you have any questions or comments.

## LICENSE AND EASEMENT AGREEMENT

This License and Easement Agreement (the "Agreement") is dated as of \_\_\_\_\_, 2015, by and between Town of Northlake ("Licensor"), and T-Mobile West LLC, a Delaware Limited Liability company ("Licensee").

### RECITALS

**WHEREAS**, Licensor and Licensee wish to provide for Licensee's entry upon and access to the property described in attached Exhibit A (the "Property") to locate and operate a temporary antenna facility (the "Antenna Facilities").

### COVENANTS

**NOW, THEREFORE**, in consideration of these premises and the mutual promises and conditions in this Agreement, the parties agree as follows:

1. **Premises.** Licensor hereby licenses to Licensee the use by Licensee of the Premises (as defined below), including certain space on the Property sufficient for the placement of the Antenna Facilities. The location and orientation of Licensee's space on the Property, together with all necessary space and easements for access and utilities, is generally described and depicted in attached Exhibit B (the "Premises").

2. **Use.** The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the installation, maintenance, repair or replacement of the Antenna Facilities described and depicted in attached Exhibit B. Licensee shall, at Licensee's expense, keep and maintain the Antenna Facilities on the Premises in commercially reasonable condition during the term of this Agreement. Upon termination of this Agreement, Licensee shall remove the Antenna Facilities from the Premises and restore the Premises to its original condition prior to this Agreement, normal wear and tear excepted.

3. **License Fee.** Upon execution of this license, Licensee shall pay Licensor as a license fee the sum of Three Thousand Five Hundred and No/100 Dollars (\$3500.00) (the "License Fee").

4. **Term.** The term of this Agreement shall commence on April 1, 2016 and end on April 15, 2016.

5. **Access.** Licensor shall have twenty-four-hour-a-day, seven-day-a-week access to the Premises at all times during the term of this Agreement.

6. **Environmental Laws.** Licensee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Licensor represents and agrees that, to the best of its knowledge, it has in the past and will in the future conduct its activities on the Property in compliance with all applicable environmental laws and that the Property is free of hazardous substances as of the date of this Agreement.

7. **Hold Harmless.** Licensee shall indemnify and hold Licensor harmless against any and all claims of liability or loss from personal injury or property damage due to the negligence or willful misconduct of Lessee or Lessee's agents, employees, or invitees which may arise out of Lessee's lease of the Premises, including the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the gross negligence or intentional acts of Licensor, its employees, agents or contractors.

8. **Insurance and Subrogation.**

(a) Licensee will provide Commercial General Liability insurance in an aggregate amount of \$1,000,000.00 and name Licensor as an additional insured on the policy or policies. Licensor may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Licensee may maintain.

Market: DALLAS  
Site Number: DA04102  
Site Name: TMS/NORTHLAKE

(b) Licensor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

#### 9. **Miscellaneous**

This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Whenever required by the context in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. A facsimile signature shall have the same binding effect as an original signature.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first above written.

#### **LICENSOR**

Town of Northlake

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

Name: Drew Corn

Its: Town Administrator

#### **LICENSEE**

T-Mobile West LLC, a Delaware Limited Liability company

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Market: DALLAS  
Site Number: DA04102  
Site Name: TMS/NORTHLAKE

**EXHIBIT A**

Legal Description: A0189a Bbb & Crr, Tr 5a(1), 2.0 Acres

Property ID: 272022

Owner ID: 251061

Owner Name: Town of Northlake

**Revised 2.000 Acre City Tract  
Block 6, Northport Addition  
Town of Northlake, Texas**

TRACT 1A

DESCRIPTION, of a 2.000 acre tract of land situated in the L. Medlin Survey, Abstract No. 830, the B.B.B. & C.R.R. Company Survey, Abstract No. 189, Denton County, Texas, said tract being part of that certain tract of land described in Warranty Deed to SH114/IH35W Ventures, Ltd. recorded in Volume 4604, Page 2332 of the Deed Records of Denton County, Texas; said 2.000 acre tract being more particularly described as follows:

BEGINNING, at the northeast corner of said SH114/IH35W Ventures Tract and in the east line of Interstate Highway 35W (a variable width right of way);

THENCE, South 00 degrees, 14 minutes, 51 seconds West, a distance of 600.73 feet to a point for corner;

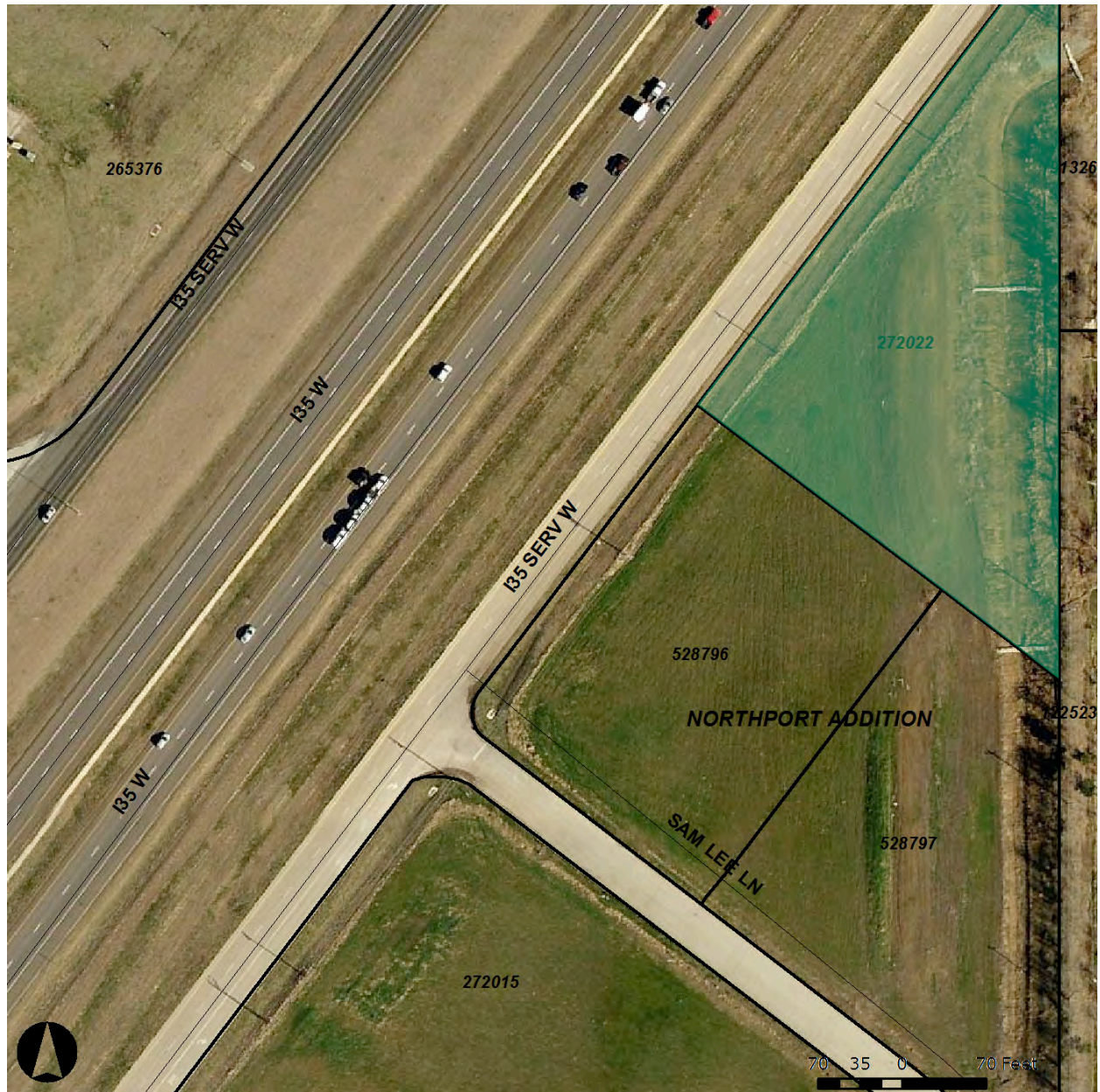
THENCE, North 52 degrees, 17 minutes, 00 seconds West, a distance of 365.44 feet to a point for corner; said point also being in the said east line of Interstate Highway 35W;

THENCE, North 37 degrees, 43 minutes, 00 seconds East, along said east line of Interstate Highway 35W a distance of 476.79 to the POINT OF BEGINNING;

CONTAINING, 87,119 square feet or 2.000 acres of land, more or less.

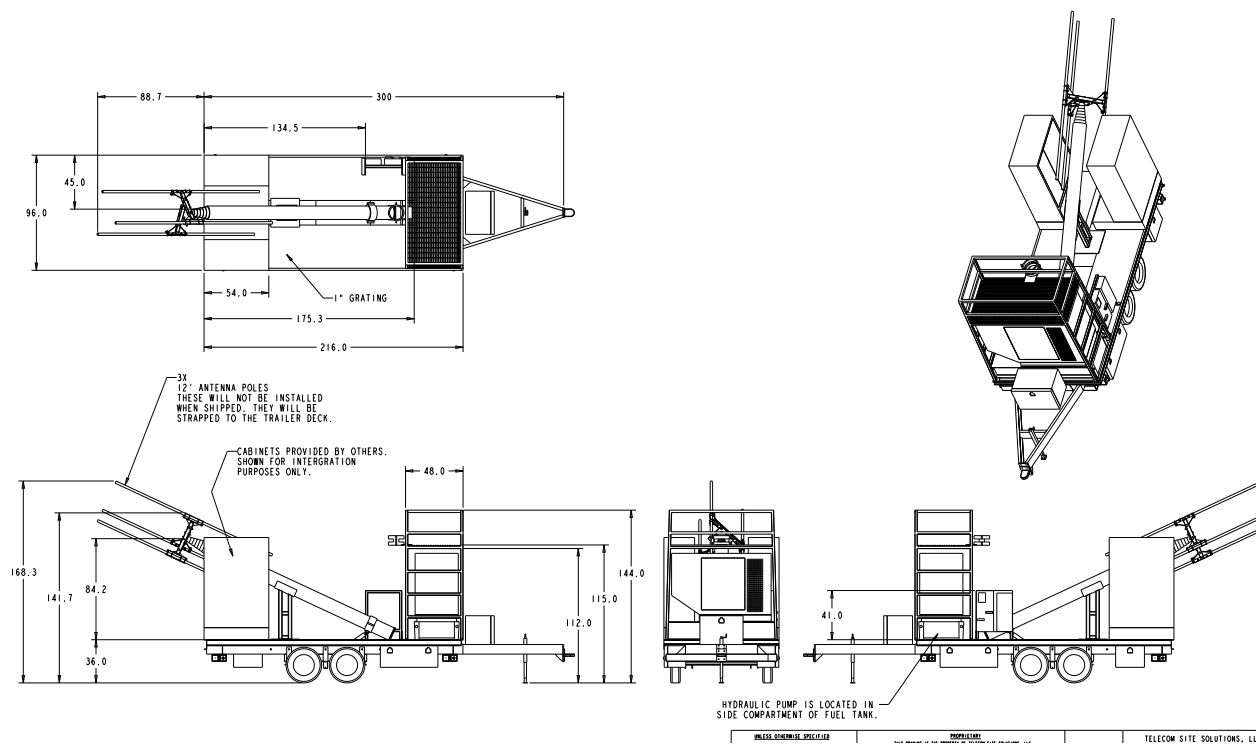


**EXHIBIT B**  
**Page 1 of 5**



Market: DALLAS  
Site Number: DA04102  
Site Name: TMS/NORTHLAKE

**EXHIBIT B**  
**Page 2 of 5**



Market: DALLAS  
Site Number: DA04102  
Site Name: TMS/NORTHLAKE

**EXHIBIT B**  
**Page 3 of 5**

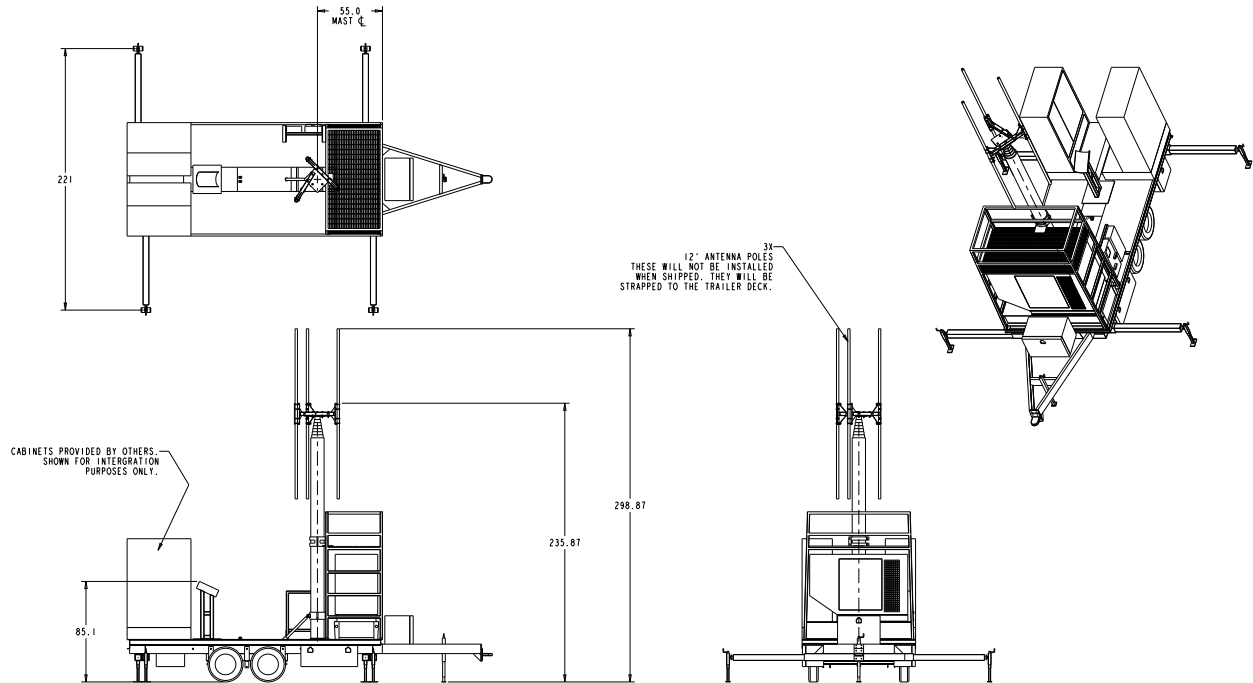
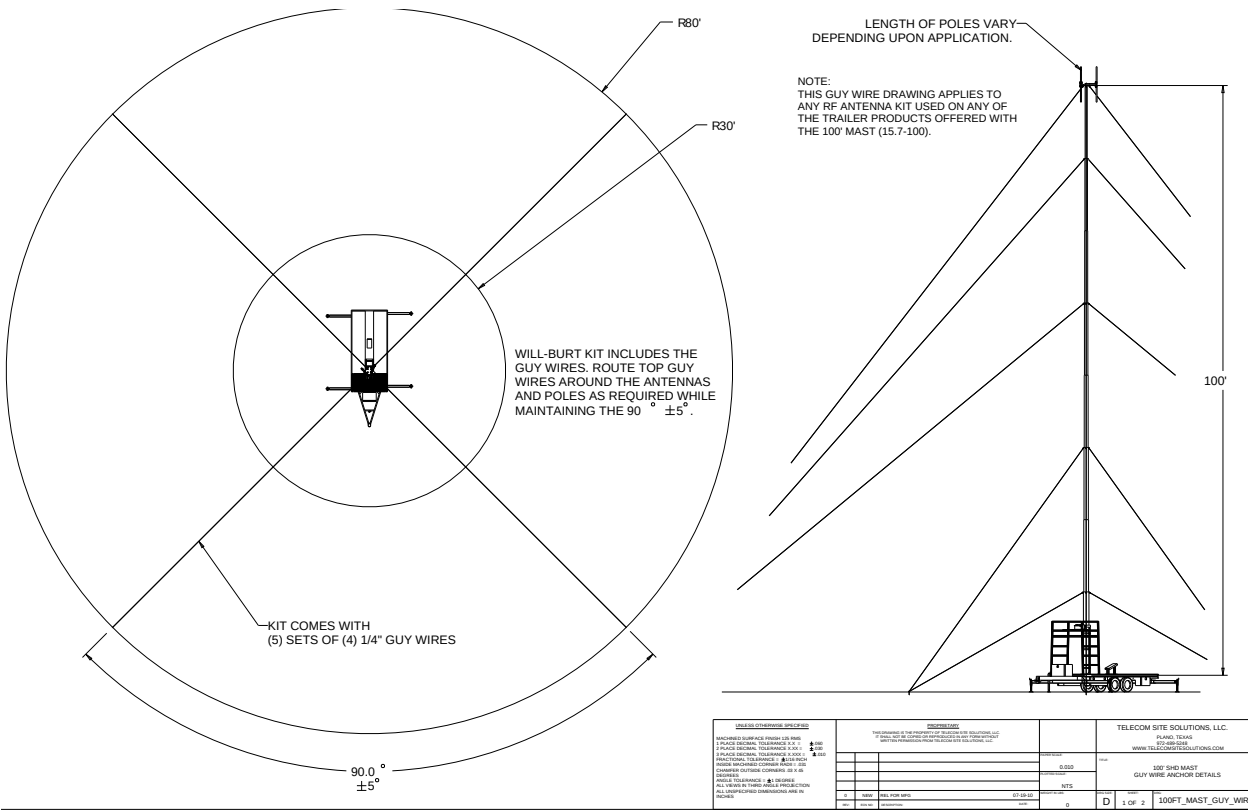


EXHIBIT B  
Page 4 of 5





Market: DALLAS  
Site Number: DA04102  
Site Name: TMS/NORTHLAKE

EXHIBIT B  
Page 5 of 5

MAKES & MODELS

MQ Power  
20 kW

GENERAL SPECIFICATIONS

|                     |                     |
|---------------------|---------------------|
| Cat-Class:          | 009-0030            |
| Consump Full Load:  | 1.6 gph             |
| Engine:             | Isuzu 31 hp         |
| Hertz:              | 60                  |
| Onboard Fuel Cap:   | 42 gal.             |
| Operating Weight:   | 2,517 lbs.          |
| Overall Dimensions: | 110"L x 57"W x 77"H |
| Prime Rating:       | 20 kW               |
| Run Time Full Load: | 27 hrs.             |

# TOWN OF NORTHLAKE

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## 6. Regular Items

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- K. An Ordinance amending a component of the Comprehensive Plan to adopt a 2016 Master Thoroughfare Plan Update, replacing the existing Master Thoroughfare Plan; providing that this Ordinance shall be cumulative of all ordinances; providing for a severability clause; providing a savings clause and providing an effective date
  - i. Public Hearing
  - ii. Ordinance 16-0310
- L. Final Plat of Canyon Falls Village E1, a phase of the Canyon Falls development consisting of 44 single-family residential lots on approximately 13.078 acres of land in the W. Love Survey, Abstract No. 728, generally located on the east side of Graham Branch Creek adjacent to the Town of Flower Mound, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-003.
- M. Final Plat of Canyon Falls Village E3, a phase of the Canyon Falls development consisting of 57 single-family residential lots and 3 opens space/HOA lots on approximately 16.029 acres of land in the W. Love Survey, Abstract No. 728, generally located on the east side of Graham Branch Creek adjacent to the Town of Flower Mound, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner/applicant. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-16-002.
- N. Final Plat of Lot 4, Block 5, Northport Addition, a 2.037-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located on the east side of IH 35W approximately 1,000 feet north of SH 114, and zoned Commercial (C). Northport Partners, LLC is the owner. Bobby Cox Companies is the applicant/developer. John Thomas Engineering is the engineer. Spry Surveyors is the surveyor. Case # FP-16-005.
- O. Site Plan for Rosa's Cafe, a proposed 6,940 square-foot restaurant on 2.037 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 4, Block 5, Northport Addition, generally located on the east side of IH 35W approximately 1,000 feet north of SH 114, and zoned Commercial (C). Northport Partners, LLC is the owner. Bobby Cox Companies is the applicant/developer. John Thomas Engineering is the engineer. Case # SP-16-001.
- P. A Resolution authorizing the Mayor to negotiate of a Lease Agreement for a proposed lease space of professional offices for use by the Town of Northlake as a Town Hall Building and for

other public purposes; resolving other matters related thereto and providing an effective date

- Q. Mutual Termination Agreement between Town of Northlake, Texas and Northlake Estates, LP terminating the original Community Facilities Contract No. 03-01 and all amendments thereto relating to property within the North Ridge Estates subdivision

**TOWN OF NORTHLAKE, TEXAS**

**ORDINANCE NO. 16-0310**

**AN ORDINANCE ADOPTING AN AMENDMENT TO THE TOWN'S COMPREHENSIVE LAND USE PLAN, THE "NORTHLAKE STRATEGIC MASTER PLAN," BY ADOPTING A 2016 MASTER THOROUGHFARE PLAN UPDATE REPLACING THE EXISTING MASTER THOROUGHFARE PLAN; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Northlake, Texas, adopted a Comprehensive Land Use Plan, known generally as the Northlake Strategic Master Plan, in 2002 which included a Thoroughfare Plan; and

**WHEREAS**, the Thoroughfare Plan portion of the Northlake Strategic Master Plan was last amended on November 11, 2004 with Ordinance No. 04-1111B; and

**WHEREAS**, the Town of Northlake, Texas, adopted a Comprehensive Land Use Plan update, known generally as the Northlake Vision and Comprehensive Plan, in 2009 to encourage and coordinate future physical development within its jurisdiction; and

**WHEREAS**, amendments and revisions to the Master Thoroughfare Plan are necessary to reflect new thoroughfare alignments and to serve future land uses proposed in the 2009 Northlake Vision and Comprehensive Plan; and

**WHEREAS**, the Master Thoroughfare Plan is a long-range plan that identifies the location and type of roadway facilities needed to meet projected long-term growth within the area; and

**WHEREAS**, the Master Thoroughfare Plan enables the Town of Northlake to preserve future corridors for transportation system development as the need arises; and

**WHEREAS**, on February 11, 2016 and March 10, 2016, public hearings were held before the Town Council, at which time the public was given the opportunity to give testimony and present written evidence; and

**WHEREAS**, the Town Council finds that adoption of the Master Thoroughfare Plan Update as described herein is in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake, Texas.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:**

**SECTION 1.** The Town Council hereby approves and adopts the 2016 Master Thoroughfare Plan Update, attached hereto as Exhibit "A," which is hereby incorporated by reference as if set forth fully at length herein.

**SECTION 2.** The 2016 Master Thoroughfare Plan Update approved and adopted herein hereby replaces all previous versions of the Town's Master Thoroughfare Plan.

**SECTION 3.** This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in

conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby superseded.

**SECTION 4.** If any section, subsection, paragraph, sentence, phrase or clause of this ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which shall remain in full force and effect; and to this end the provisions of this ordinance are hereby declared to be severable.

**SECTION 5.** This Ordinance shall be effective immediately upon passage by the Town Council.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,  
ON THIS THE 10<sup>TH</sup> DAY OF MARCH, 2016**

**Town of Northlake, Texas**

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**Peter Dewing, Mayor**

**ATTEST:**

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**Shirley Rogers, Town Secretary**



**EXHIBIT "A"**

**MASTER THOROUGHFARE PLAN**

# MASTER THOROUGHFARE PLAN

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## Master Thoroughfare Plan Update Northlake, Texas

February 2016

Prepared for  
Town of Northlake



*S. P. Booth* 02/06/2016

AVO 30659



1201 North Bowser Road  
Richardson, Texas 75081

*Firm Registration No. 312*

## **MASTER THOROUGHFARE PLAN**

The Master Thoroughfare Plan (MTP) identifies both existing major roadways and streets that serve the community and provides a general location of all future major thoroughfares. The attached MTP is an update to the 2004 Master Thoroughfare Plan.

## **REGIONAL TRANSPORTATION SYSTEM**

The major transportation facilities serving the area of southwest Denton County are Interstate Highway 35W and State Highway 114. Interstate Highway 35W connects the cities of Hillsboro, Fort Worth, and Denton and all areas in between. It is part of the Interstate Highway 35 corridor, which is a major national roadway extending from northern United States to the southern border at Laredo, Texas. It is a major international trade route and, as a result, has high volumes of truck traffic. State Highway 114 connects southern Denton County and northern Tarrant County to DFW International Airport and Dallas. Other major transportation routes, state facilities within the Town of Northlake, include FM 1171, FM 407, and FM 156.

## **TRAFFIC VOLUMES**

Information on both current and projected traffic volumes is useful for economic development purposes as well as for establishing a sound roadway maintenance or improvement program. Existing traffic volumes are often collected in the course of preparing traffic impact studies and some municipalities collect traffic data on major roadways on an annual basis.

In addition to traffic volumes collected by local municipalities, the Texas Department of Transportation (TxDOT) collects Annual Average Daily Traffic (AADT) volume information for most TxDOT roadways throughout the State. Generally, these volume counts are taken near major intersections and are taken in the same location each year. This provides information for calculating historical growth rates on major corridors. The data is available on the internet at the TxDOT Statewide Planning Map located at the following URL: [http://www.txdot.gov/apps/statewide\\_mapping/StatewidePlanningMap.html](http://www.txdot.gov/apps/statewide_mapping/StatewidePlanningMap.html)

Future traffic volume projections can be derived from the North Central Texas Council of Governments (NCTCOG) 2035 Traffic Volume Projections. However, in a review of the NCTCOG model, it was noted that the model's projected growth for residential population in Northlake was substantially less than what is currently being constructed. This is not uncommon for rural areas with minimal historical growth rates. Therefore, it is anticipated that NCTCOG projections for growth are less than actual, but still provide insight to future regional travel patterns.

## **THOROUGHFARE CLASSIFICATIONS AND STANDARDS**

The following section describes the general functional classifications of streets that are defined in the Master Thoroughfare Plan. Each type of street is grouped into classes according to the character of service they are intended to provide. Each also function differently, with varying rights-of-way widths, number of vehicular lanes, and vehicular lane widths. A description of each classification and typical dimensions follows:

## Local Streets

Local streets generally make up the majority of the streets in a community, provide access to properties, (typically residential or local destinations) and prioritize accessibility over mobility. The actual cross-section of local streets varies from community to community and is dependent upon street construction practices, adjacent land uses, parking, landscaping, and other considerations. In Northlake, local streets will typically have a right-of-way width of 50 feet for urban cross-sections (with curb) and 60 feet for rural cross-sections (no curb).

Recommended pavement width for a local street is 30 feet (31 feet from back to back of curb) for an urban section. For a rural section, the pavement width will be 24 feet with no curb. This pavement width is adequate for common residential densities, which have an average generation rate of approximately 10 vehicle trips per weekday per dwelling unit.

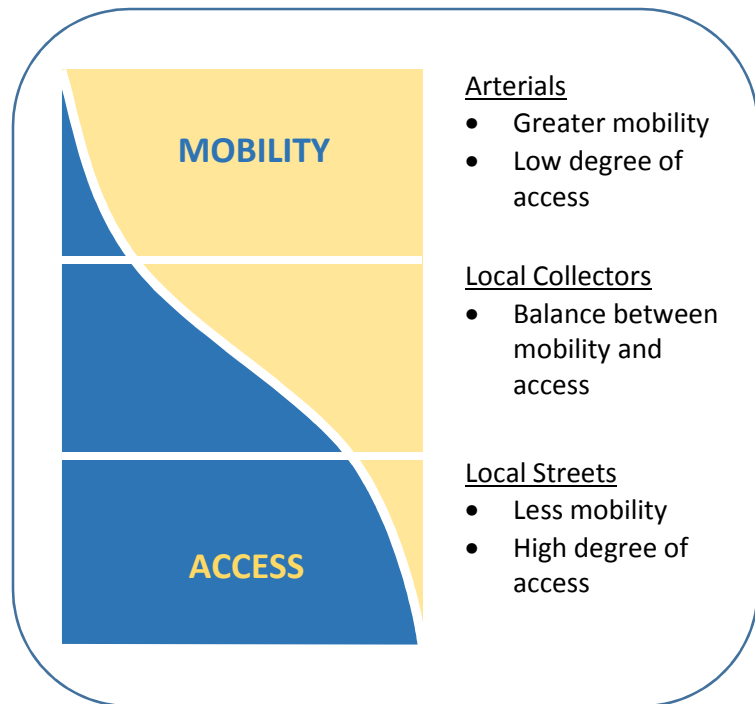
## Local Collector Streets

Local collector streets (collectors) provide the transition from arterials to local streets. Collector roads typically connect residential areas, schools, and local shopping centers, and move traffic over shorter distances, balancing mobility and accessibility. As such, local land access should be more carefully regulated along a collector street. Numerous driveway cuts increase the number of potential conflict points and create safety issues, including increased congestion and number of traffic accidents. Parking on local collector streets should be discouraged and there should be limited residential access.

From a design standpoint, the cross-section of a collector street should not be narrower than any of the local streets entering it. Additionally, the design of a collector street should include consideration for the right-of-way width and number of lanes which provide for continuity of the overall system. Right-of-way width for local collectors is 60 feet for urban and 70 feet for rural cross-sections. Recommended pavement width for both rural and urban cross-sections is 36 feet (with the urban cross-section being 37 feet total from back to back of curb).

## Arterial Streets

Arterials move large volumes of traffic between major destinations. With some degree of access control they prioritize mobility over accessibility in order to provide the highest level of service at the greatest speed for the longest uninterrupted distance. Arterial streets are divided into two classes, primary arterials and minor arterials.



**Figure 1 – Street Functional Classification**

Primary arterial thoroughfares are multi-lane facilities and are often constructed and maintained by the Texas Department of Transportation (TxDOT). Primary arterials serve both traffic from the local municipality and through traffic from adjacent cities. Primary arterial streets in Northlake include FM 1171, FM 407 and FM 156. The ultimate (future) cross-section of a primary arterial is a divided six-lane facility with a raised median separating the opposing travel lanes. Right-of-way width for primary arterials is 120 feet for urban cross-sections and 140 feet for rural cross-sections. Pavement width will vary as needed to accommodate six 12-foot travel lanes and raised medians/curbs (urban cross-sections) and/or shoulders (rural cross-sections).

Minor arterial streets provide for traffic movement from neighborhoods to commercial areas and other major traffic generators (e.g., schools and municipal buildings) and also may serve as routes for through traffic from adjacent cities. These roadways may be undivided or divided and have between two and four lanes of travel. Right-of-way widths for minor arterials varies from 60 feet to 100 feet depending on the desired cross-section (number of lanes and/or urban versus rural). Pavement widths vary from 40 feet (without median) to two 27-foot paved sections with a raised median for urban cross-sections. For rural cross-sections, the pavement width vary from 64 feet (without median) to two 32.5-foot paved sections with a median. Examples of minor arterial streets include Cleveland-Gibbs Road, Robson Ranch Road, and Florance Road.

### **Expressways/Freeways**

Expressways/freeways provide for expeditious movement of traffic between areas and across cities, with an intent of moving large volumes of traffic at relatively high speeds, with as few delays and interruptions as possible. One of the ways this occurs is through the limitation of direct access to adjacent properties. Interstate Highway 35W and State Highway 114 are the only freeways within the Town of Northlake.

### **STREET DESIGN STANDARDS AND CROSS-SECTIONS**

The Master Thoroughfare Plan (MTP) is designed to provide for the future travel needs of the community by ensuring the orderly development of the street system. It is also designed to ensure that adequate rights-of-way are preserved with general alignments and sufficient width to allow for the efficient expansion and improvement over time.

In cases where new alignments are proposed, the MTP provides guidance as to the general alignment of the proposed street. The actual alignment will be refined over time as design and engineering plans and specifications are prepared. The MTP also provides guidance as to the functional classification of streets. These functional classifications are then subject to design standards which provide specifications on right-of-way and pavement widths, traffic capacity, number of lanes (including turn lanes), and the design of sidewalks or trails (see Table II-1, Street and Arterial Classifications and Dimensions, in the Town of Northlake Engineering Design Manual).



# Memo

To: Honorable Mayor and Town Council  
From: Nathan Reddin, Development Director  
CC: Drew Corn, Town Administrator  
Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Final Plat of Canyon Falls Village E1 (FP-16-003)

---

**Purpose:** To consider approval of a Final Plat of Canyon Falls Village E1, a phase of the Canyon Falls development consisting of 44 single-family residential lots on approximately 13.078 acres of land in the W. Love Survey, Abstract No. 728, generally located on the east side of Graham Branch Creek adjacent to the Town of Flower Mound, and zoned Mixed-Use Planned Development (MPD).

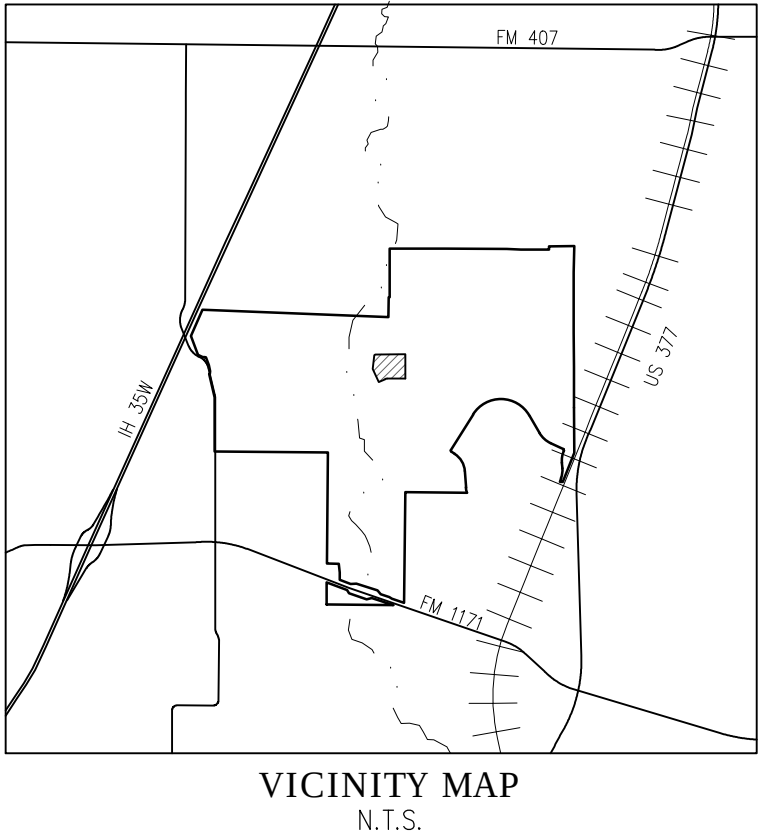
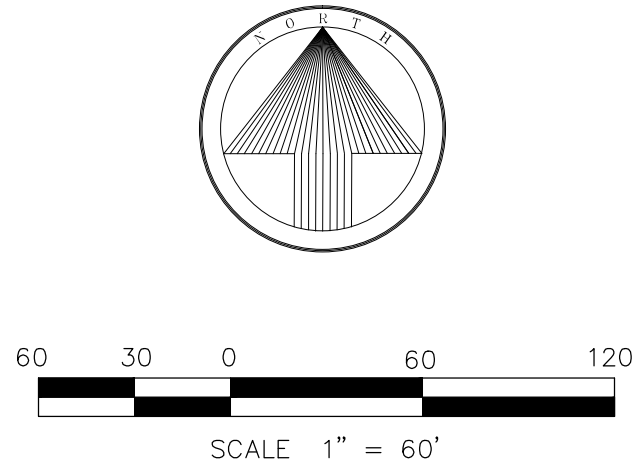
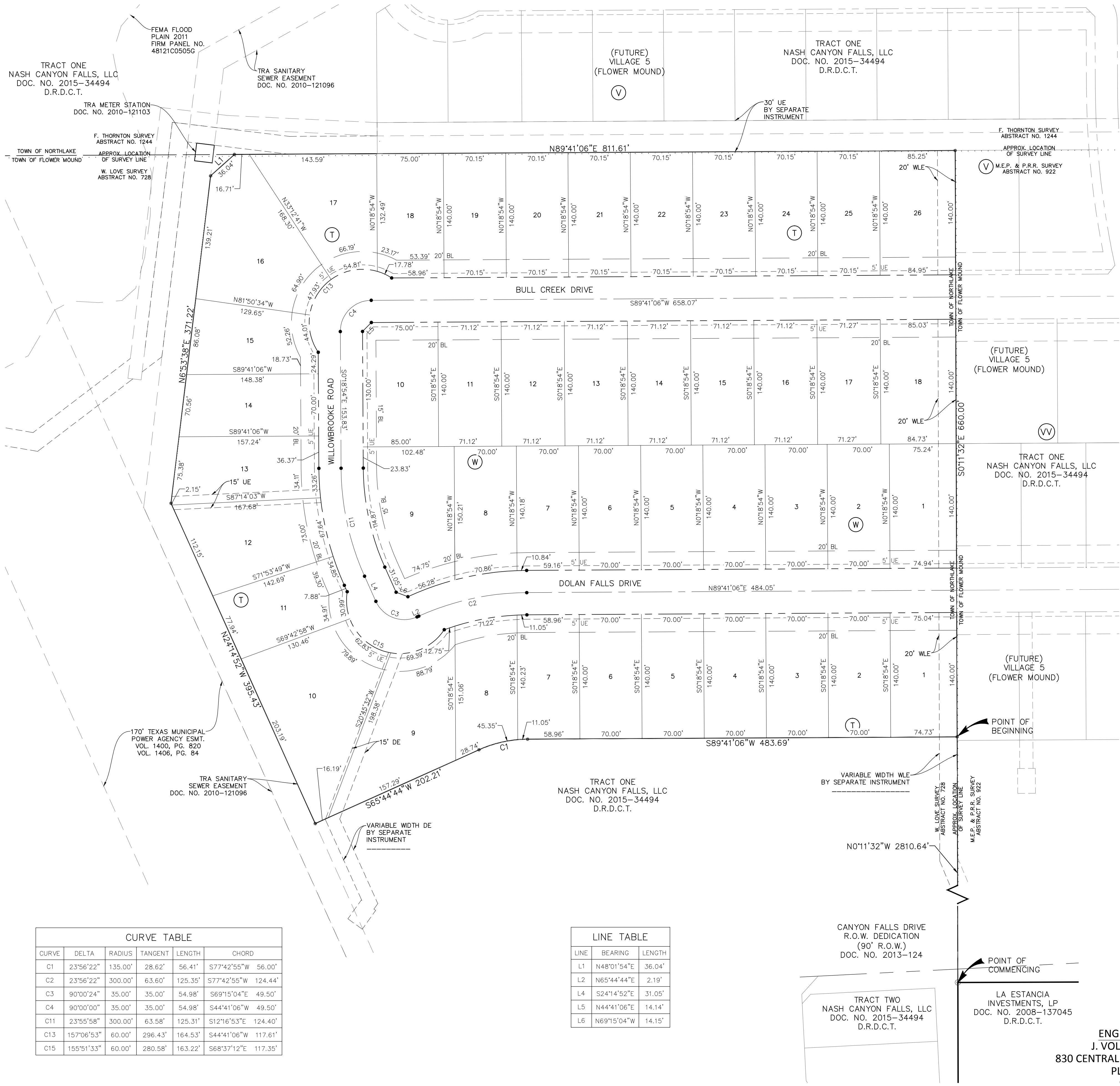
**Owner/Applicant:** Nash Canyon Falls, LLC

**Engineer/Surveyor:** J. Volk Consulting, Inc.

**Background:** Canyon Falls is a 1,200+ acre mixed-use, master planned community within multiple jurisdictions including the Town of Northlake, the Town of Flower Mound and the Town of Argyle's extraterritorial jurisdiction (ETJ). Zoning for the development was established as Mixed-Use Planned Development (MPD) with the approval of Ordinance No. 07-0111A on January 11, 2007. Subsequent amendments to the MPD have been approved with the latest being approved March 26, 2015. The preliminary plat for the portion of Canyon Falls including Village E1 was approved on November 8, 2012. The final plats for Village E1 and Village E3, which is on this same agenda, are the second and third proposed Northlake plats on the east side of Graham Branch Creek which divides the development. The final plat for Village E2 was approved by Town Council on July 30, 2015, and it is currently under development. Open space around the creek and power line and sanitary sewer easements border the west side of Village E1 while the Town of Flower Mound borders it on the east.

**Staff Analysis:** The applicant has submitted this final plat application in accordance with the requirements of the Unified Development Code (UDC), and it includes 44 single-family residential lots meeting and exceeding the Medium Density Residential SF-70 development standards outlined in the MPD. The developer has provided a setback detail on this plat which requires a greater side yard setback, 10 feet instead of 5 feet, than required for SF-70 lots by the MPD to match the setbacks in the adjacent Village 5 in Flower Mound. Accompanying construction plans for Canyon Falls Village E1 have been reviewed by Town Staff.

**Staff Findings:** The final plat is consistent with the approved preliminary plat and construction plans and appears to meet all applicable zoning and development requirements. Staff recommends approval of this final plat as submitted.



| LEGEND     |                                                                                    |
|------------|------------------------------------------------------------------------------------|
| ●          | 1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED) |
| ●          | 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)   |
| <CM>       | CONTROL MONUMENT                                                                   |
| D.R.D.C.T. | DEED RECORDS, DENTON COUNTY, TEXAS                                                 |
| P.R.D.C.T. | PLAT RECORDS, DENTON COUNTY, TEXAS                                                 |
| ◆          | DENOTES STREET NAME CHANGE                                                         |
| UE         | UTILITY EASEMENT                                                                   |
| WLE        | WATER LINE EASEMENT                                                                |
| DE         | DRAINAGE EASEMENT                                                                  |
| BL         | BUILDING LINE                                                                      |

- NOTES:
- ALL PROPOSED LOTS SITUATED IN WHOLE OR IN PART WITHIN THE TOWN'S CORPORATE LIMITS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE GOVERNING ZONING DISTRICT.
  - ALL "X" LOTS & COMMON AREAS SHALL BE PEDESTRIAN AND BICYCLE ACCESS EASEMENTS.
  - ALL "X" LOTS & COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
  - NO STRUCTURES SHALL BE PERMITTED TO BE CONSTRUCTED WITHIN ANY PUBLIC EASEMENTS SHOWN ON THIS PLAT. THE TOWN SHALL HAVE THE RIGHT TO REMOVE ANY STRUCTURE PLACED WITHIN A PUBLIC EASEMENT.
  - ALL LOT CORNERS TO BE MONUMENTED WITH 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JVC" UNLESS OTHERWISE NOTED.

FINAL PLAT  
OF  
**CANYON FALLS  
VILLAGE E1**

LOTS 1-26, BLOCK T;  
LOTS 1-18, BLOCK W;

BEING 13.078 ACRES LOCATED IN THE  
W. LOVE SURVEY - ABSTRACT NO. 728  
AN ADDITION IN THE TOWN OF NORTHLAKE,  
DENTON COUNTY, TEXAS  
CONTAINING 44 SINGLE-FAMILY  
RESIDENTIAL LOTS  
ZONED MIXED-USE PLANNED  
DEVELOPMENT (MPD)  
MEDIUM DENSITY RESIDENTIAL SF-70

Date: February 24, 2016

SHEET 1 OF 2

BEARINGS ARE BASED FROM GPS OBSERVATIONS, BY USING THE TOPCON NETWORK SURROUNDING THE DALLAS-FORT WORTH METROPLEX, ALONG WITH A HIGH PRECISION GEOD MODEL NAD83, NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202. VERIFIED BY THE TOWN OF FLOWER MOUND CONTROL NETWORK, MONUMENT NO. 39. A COMBINED SCALE FACTOR OF 1.0001596 SHALL BE USED TO TRANSLATE TO GRID COORDINATES.

| CURVE TABLE |            |         |         |         |                     |
|-------------|------------|---------|---------|---------|---------------------|
| CURVE       | DELTA      | RADIUS  | TANGENT | LENGTH  | CHORD               |
| C1          | 23°56'22"  | 135.00' | 28.62'  | 56.41'  | S77°42'55"W 56.00'  |
| C2          | 23°56'22"  | 300.00' | 63.60'  | 125.35' | S77°42'55"W 124.44' |
| C3          | 90°00'24"  | 35.00'  | 35.00'  | 54.98'  | S69°15'04"E 49.50'  |
| C4          | 90°00'00"  | 35.00'  | 35.00'  | 54.98'  | S44°41'06"W 49.50'  |
| C11         | 23°55'58"  | 300.00' | 63.58'  | 125.31' | S12°16'53"E 124.40' |
| C13         | 157°06'53" | 60.00'  | 296.43' | 164.53' | S44°41'06"W 117.61' |
| C15         | 155°51'33" | 60.00'  | 280.58' | 163.22' | S68°37'12"E 117.35' |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | N48°01'54"E | 36.04' |
| L2         | N65°44'44"E | 2.19'  |
| L4         | S24°14'52"E | 31.05' |
| L5         | N44°41'06"E | 14.14' |
| L6         | N69°15'04"W | 14.15' |

ENGINEER/SURVEYOR:  
J. VOLK CONSULTING, INC.  
830 CENTRAL PARKWAY EAST, SUITE 300  
PLANO, TX 75074  
972-201-3100  
RYAN.REYNOLDS@JVOLKCONSULTING.COM  
TBPLS FIRM NO. 10194033

OWNER:  
NASH CANYON FALLS, LLC  
10940 WEST SAM HOUSTON PARKWAY  
SUITE 300  
HOUSTON, TX 77064  
972-992-3159  
BCRAMER@NEWLANDCO.COM

RECORDING INFORMATION



STATE OF TEXAS §  
COUNTY OF DENTON §

BEING a 13.078 acre tract of land situated in the W. LOVE SURVEY ABSTRACT NO. 728, in the Town of Northlake, Denton County, Texas. Said 13.078 acres being a portion of that certain tract of land as described in deed to NASH CANYON FALLS, LLC, as recorded in Instrument Number 2015-34494, Deed Records, Denton County, Texas (D.R.D.C.T.). Said 13.078 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" I.R.F., being the most Northwest corner of that certain tract of land as conveyed to LA ESTANCIA INVESTMENTS, LP, as recorded in Instrument Number 2008-137045, said Deed Records;

THENCE North 00 degrees 11 minutes 32 seconds West a distance of 2810.64 feet to the POINT OF BEGINNING, of the tract hereon described by metes and bounds as follows;

THENCE South 89 degrees 41 minutes 06 seconds West a distance of 483.69 feet to a ¼ inch iron rod with a yellow plastic cap stamped "JVC"; being the beginning of a curve to the left, whose radius is 135.00 feet and whose long chord bears South 77 degrees 42 minutes 55 seconds West, 56.00 feet;

THENCE along said curve to the left, through a central angle of 23 degrees 56 minutes 22 seconds, an arc length of 56.41 feet to a ¼ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 65 degrees 44 minutes 44 seconds West a distance of 202.21 feet to a ¼ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 24 degrees 14 minutes 52 seconds West a distance of 395.43 feet to a ¼ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 06 degrees 53 minutes 38 seconds East a distance of 371.22 feet to a ¼ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 48 degrees 01 minutes 54 seconds East a distance of 36.04 feet to a ¼ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE North 89 degrees 41 minutes 06 seconds East a distance of 811.61 feet to a ¼ inch iron rod with a yellow plastic cap stamped "JVC";

THENCE South 00 degrees 11 minutes 32 seconds East a distance of 660.00 feet to the POINT OF BEGINNING, and containing 13.078 acres of land, more or less.

| LOT AREA TABLE |         |               |
|----------------|---------|---------------|
| LOT NO.        | BLOCK   | AREA          |
| 1              | BLOCK T | 10484 sq. ft. |
| 2              | BLOCK T | 9800 sq. ft.  |
| 3              | BLOCK T | 9800 sq. ft.  |
| 4              | BLOCK T | 9800 sq. ft.  |
| 5              | BLOCK T | 9800 sq. ft.  |
| 6              | BLOCK T | 9800 sq. ft.  |
| 7              | BLOCK T | 9801 sq. ft.  |
| 8              | BLOCK T | 10139 sq. ft. |
| 9              | BLOCK T | 16100 sq. ft. |
| 10             | BLOCK T | 20096 sq. ft. |
| 11             | BLOCK T | 10371 sq. ft. |
| 12             | BLOCK T | 13461 sq. ft. |
| 13             | BLOCK T | 11869 sq. ft. |
| 14             | BLOCK T | 10697 sq. ft. |
| 15             | BLOCK T | 10495 sq. ft. |
| 16             | BLOCK T | 17368 sq. ft. |
| 17             | BLOCK T | 13384 sq. ft. |
| 18             | BLOCK T | 10432 sq. ft. |
| 19             | BLOCK T | 9821 sq. ft.  |
| 20             | BLOCK T | 9821 sq. ft.  |
| 21             | BLOCK T | 9821 sq. ft.  |
| 22             | BLOCK T | 9821 sq. ft.  |
| 23             | BLOCK T | 9821 sq. ft.  |
| 24             | BLOCK T | 9821 sq. ft.  |
| 25             | BLOCK T | 9822 sq. ft.  |
| 26             | BLOCK T | 11913 sq. ft. |

| LOT AREA TABLE |         |               |
|----------------|---------|---------------|
| LOT NO.        | BLOCK   | AREA          |
| 1              | BLOCK W | 10512 sq. ft. |
| 2              | BLOCK W | 9800 sq. ft.  |
| 3              | BLOCK W | 9800 sq. ft.  |
| 4              | BLOCK W | 9800 sq. ft.  |
| 5              | BLOCK W | 9800 sq. ft.  |
| 6              | BLOCK W | 9800 sq. ft.  |
| 7              | BLOCK W | 9801 sq. ft.  |
| 8              | BLOCK W | 10073 sq. ft. |
| 9              | BLOCK W | 14833 sq. ft. |
| 10             | BLOCK W | 11850 sq. ft. |
| 11             | BLOCK W | 9957 sq. ft.  |
| 12             | BLOCK W | 9957 sq. ft.  |
| 13             | BLOCK W | 9957 sq. ft.  |
| 14             | BLOCK W | 9957 sq. ft.  |
| 15             | BLOCK W | 9957 sq. ft.  |
| 16             | BLOCK W | 9957 sq. ft.  |
| 17             | BLOCK W | 9977 sq. ft.  |
| 18             | BLOCK W | 11883 sq. ft. |

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, NASH CANYON FALLS, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as CANYON FALLS - VILLAGE E1, an addition to the Town of Northlake, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Northlake for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake.

BY: NASH CANYON FALLS, LLC  
A DELAWARE LIMITED LIABILITY COMPANY

BY: NEWLAND REAL ESTATE GROUP, LLC  
A DELAWARE LIMITED LIABILITY COMPANY  
IT'S AGENT

BY: \_\_\_\_\_  
BRIAN CRAMER, ASSISTANT VICE PRESIDENT

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared BRIAN CRAMER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas

My Commission Expires: \_\_\_\_\_

NOTARY SEAL  
(Ink Stamp Only)

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of Town of Northlake, Denton County, Texas.

\_\_\_\_\_  
RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan S. Reynolds, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas

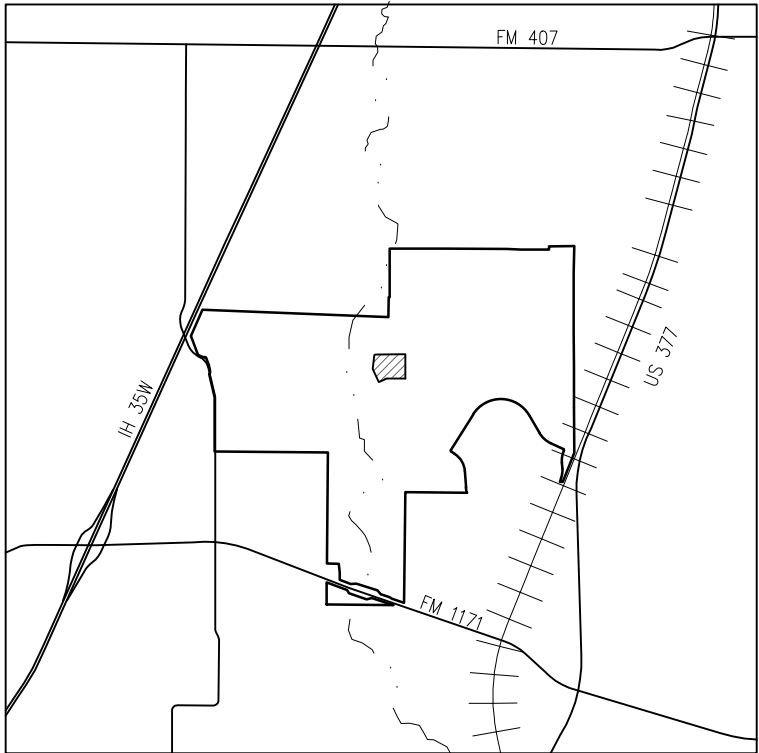
My Commission Expires: \_\_\_\_\_

APPROVED BY THE TOWN COUNCIL ON:

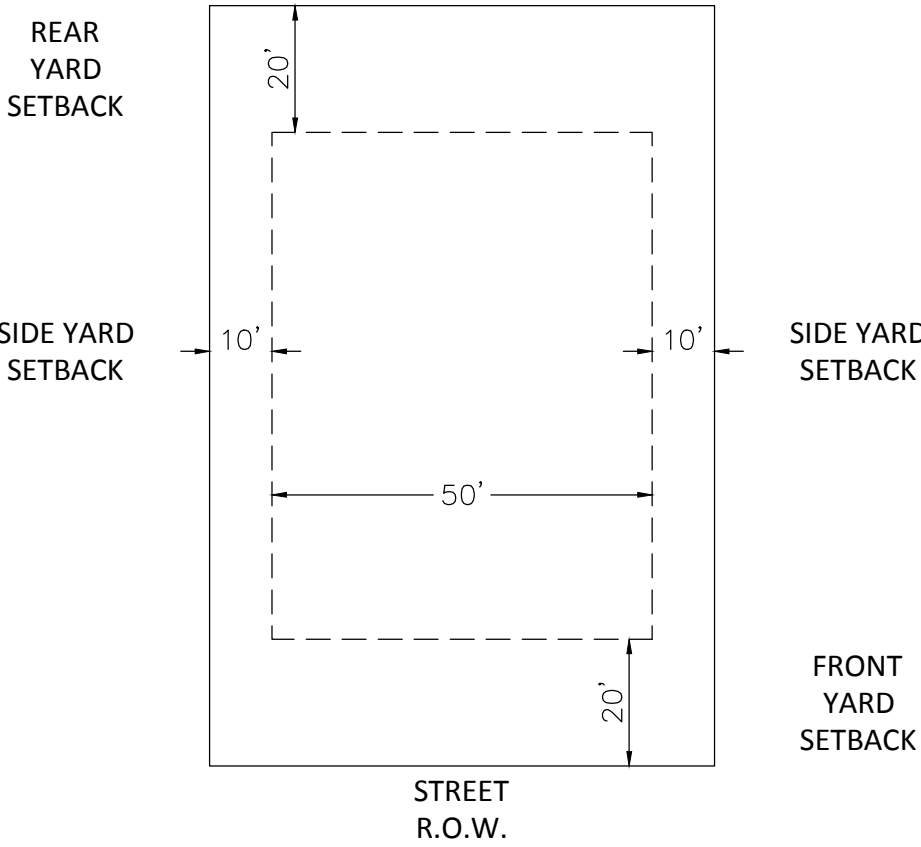
\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor, Town of Northlake

\_\_\_\_\_  
Town Secretary, Town of Northlake



VICINITY MAP  
N.T.S.



VILLAGE E1 (SF-70)  
REQUIRED LOT  
SETBACK DETAIL

| PARCEL TABLE - CANYON FALLS - TOWN OF NORTHLAKE |       |       |       |
|-------------------------------------------------|-------|-------|-------|
| VILLAGE                                         | SF-50 | SF-60 | SF-70 |
| VILLAGE E1                                      | 0     | 0     | 44    |
| VILLAGE E2                                      | 37    | 0     | 0     |
| VILLAGE E3                                      | 57    | 0     | 0     |
| VILLAGE W1                                      | 0     | 84    | 0     |
| VILLAGE W2 - PH 1                               | 99    | 0     | 0     |
| VILLAGE W3 - PH 1                               | 0     | 40    | 0     |
| VILLAGE W3 - PH 2                               | 0     | 16    | 0     |
| VILLAGE W4 - PH 1                               | 46    | 0     | 0     |
| VILLAGE W4 - PH 2                               | 63    | 0     | 0     |
| VILLAGE W7                                      | 0     | 0     | 62    |
| TOTAL                                           | 302   | 140   | 106   |
| MAXIMUM NUMBER OF DWELLING UNITS                | 600   | 400   | 200   |

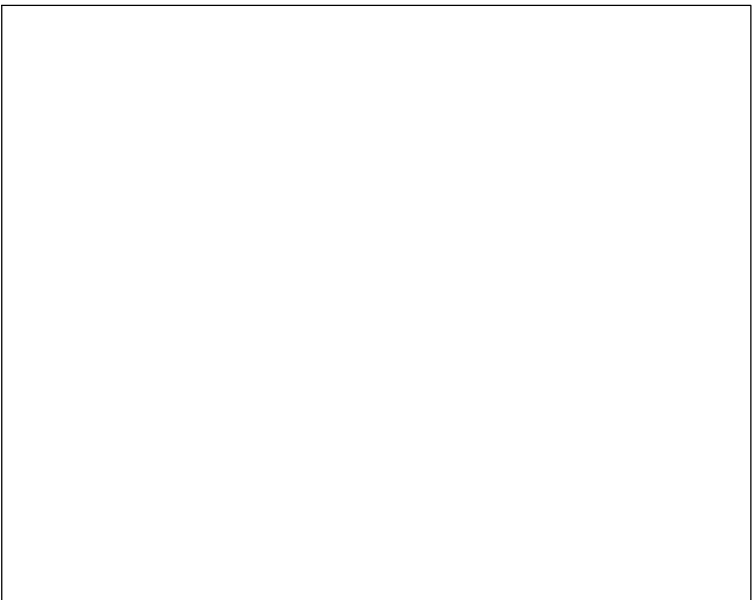
FINAL PLAT  
OF  
**CANYON FALLS  
VILLAGE E1**

LOTS 1-26, BLOCK T;  
LOTS 1-18, BLOCK W;

BEING 13.078 ACRES LOCATED IN THE  
W. LOVE SURVEY - ABSTRACT NO. 728  
AN ADDITION IN THE TOWN OF NORTHLAKE,  
DENTON COUNTY, TEXAS  
CONTAINING 44 SINGLE-FAMILY  
RESIDENTIAL LOTS  
ZONED MIXED-USE PLANNED  
DEVELOPMENT (MPD)  
MEDIUM DENSITY RESIDENTIAL SF-70

Date: February 24, 2016

SHEET 2 OF 2



RECORDING INFORMATION

ENGINEER/SURVEYOR:  
J. VOLK CONSULTING, INC.  
830 CENTRAL PARKWAY EAST, SUITE 300  
PLANO, TX 75074  
972-201-3100  
RYAN.REYNOLDS@JVOLKCONSULTING.COM  
TBPLS FIRM NO. 10194033

OWNER:  
NASH CANYON FALLS, LLC  
10940 WEST SAM HOUSTON PARKWAY  
SUITE 300  
HOUSTON, TX 77064  
972-992-3159  
BCRAMER@NEWLANDCO.COM

# Memo

To: Honorable Mayor and Town Council  
From: Nathan Reddin, Development Director  
CC: Drew Corn, Town Administrator  
Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Final Plat of Canyon Falls Village E3 (FP-16-002)

---

**Purpose:** To consider approval of a Final Plat of Canyon Falls Village E3, a phase of the Canyon Falls development consisting of 57 single-family residential lots and 3 opens space/HOA lots on approximately 16.029 acres of land in the W. Love Survey, Abstract No. 728, generally located on the east side of Graham Branch Creek adjacent to the Town of Flower Mound, and zoned Mixed-Use Planned Development (MPD).

**Owner/Applicant:** Nash Canyon Falls, LLC

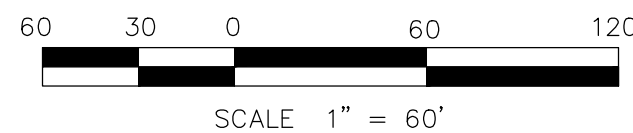
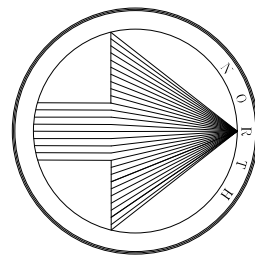
**Engineer/Surveyor:** J. Volk Consulting, Inc.

**Background:** Canyon Falls is a 1,200+ acre mixed-use, master planned community within multiple jurisdictions including the Town of Northlake, the Town of Flower Mound and the Town of Argyle's extraterritorial jurisdiction (ETJ). Zoning for the development was established as Mixed-Use Planned Development (MPD) with the approval of Ordinance No. 07-0111A on January 11, 2007. Subsequent amendments to the MPD have been approved with the latest being approved March 26, 2015. The preliminary plat for the portion of Canyon Falls including Village E1 was approved on November 8, 2012. The final plats for Village E3 and Village E1, which is on this same agenda, are the second and third proposed Northlake plats on the east side of Graham Branch Creek which divides the development. The final plat for Village E2 was approved by Town Council on July 30, 2015, and it is currently under development. Open space around the creek borders the south and west sides of Village E3 while the Town of Flower Mound borders it on the east. Village E2 is on the north side of Village E3, just beyond a power line easement, and the two Villages will be connected by Water Mill Way.

**Staff Analysis:** The applicant has submitted this final plat application in accordance with the requirements of the Unified Development Code (UDC), and it includes 57 single-family residential lots meeting and exceeding the High Density Residential SF-50 development standards outlined in the MPD. Accompanying construction plans for Canyon Falls Village E3 have been reviewed by Town Staff.

**Staff Findings:** The final plat is consistent with the approved preliminary plat and construction plans and appears to meet all applicable zoning and development requirements. Staff recommends approval of this final plat as submitted.

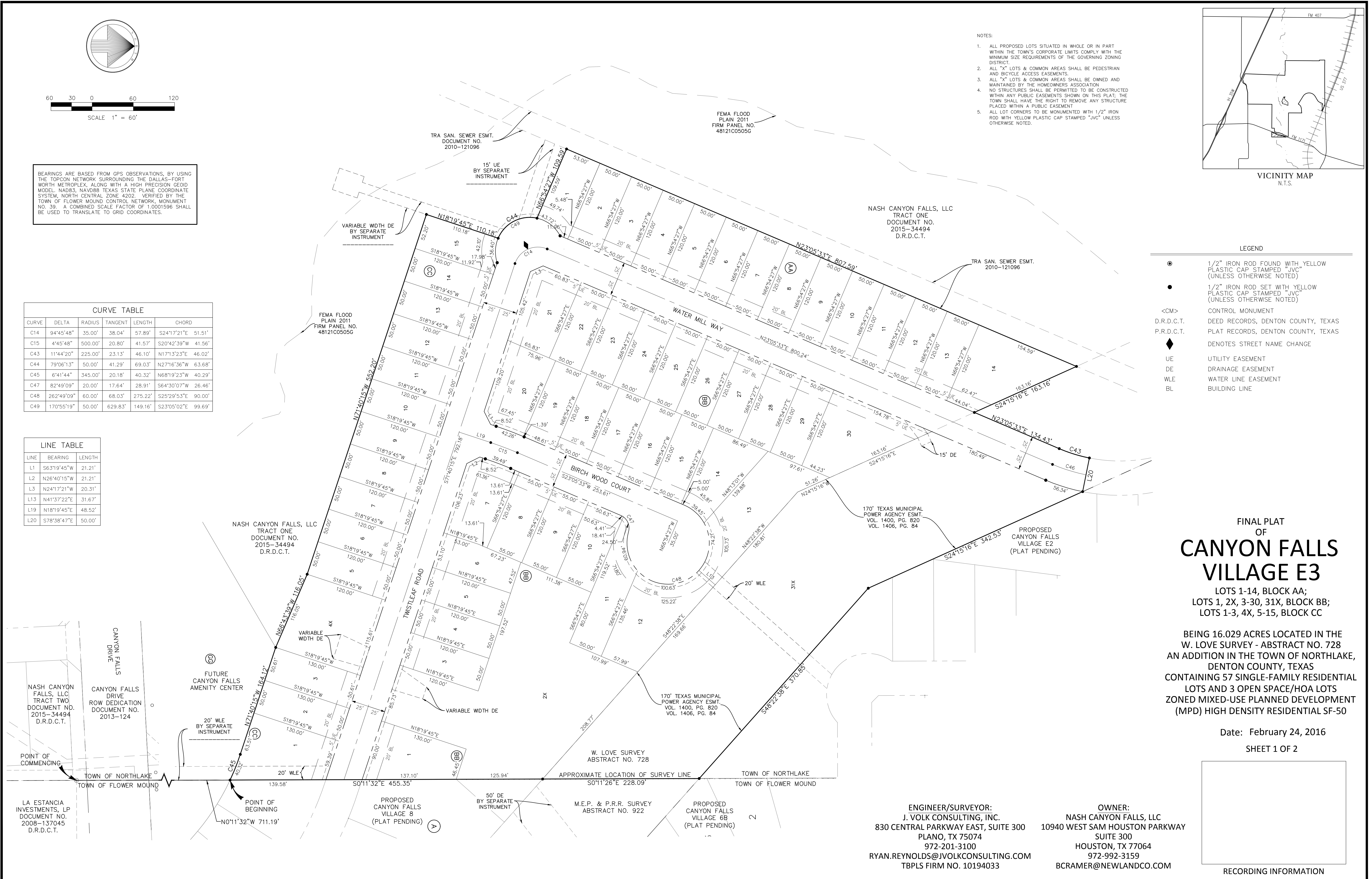




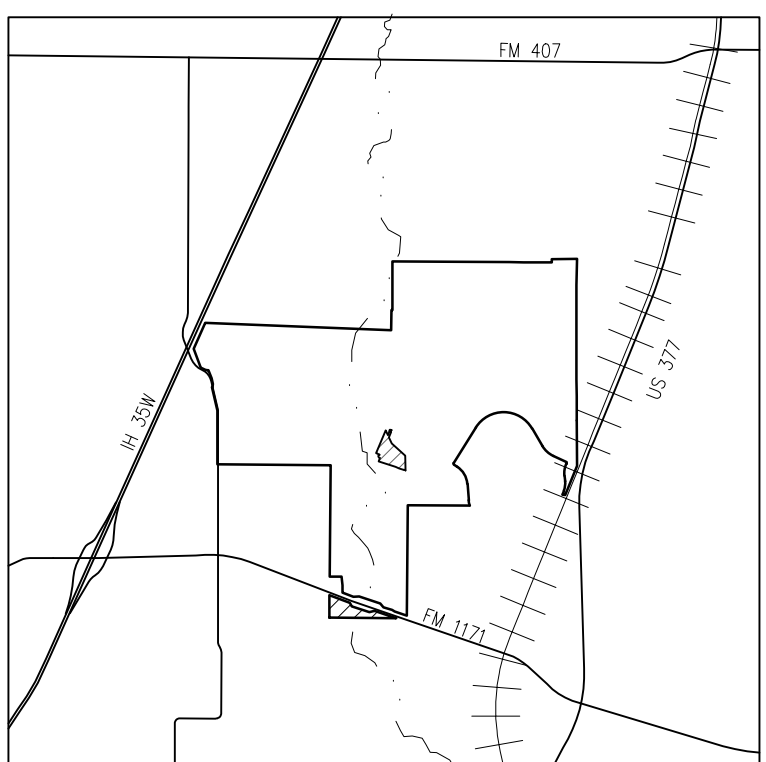
BEARINGS ARE BASED FROM GPS OBSERVATIONS, BY USING THE TOPCON NETWORK SURROUNDING THE DALLAS-FORT WORTH METROPLEX, ALONG WITH A HIGH PRECISION GEOD MODEL, NAD83, NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, VERIFIED BY THE TOWN OF FLOWER MOUND CONTROL NETWORK, MONUMENT NO. 39. A COMBINED SCALE FACTOR OF 1.0001596 SHALL BE USED TO TRANSLATE TO GRID COORDINATES.

| CURVE TABLE |            |         |         |         |                    |
|-------------|------------|---------|---------|---------|--------------------|
| CURVE       | DELTA      | RADIUS  | TANGENT | LENGTH  | CHORD              |
| C14         | 94°45'48"  | 35.00'  | 38.04'  | 57.89'  | S24°17'21"E 51.51' |
| C15         | 4°45'48"   | 500.00' | 20.80'  | 41.57'  | S20°42'39"W 41.56' |
| C43         | 11°44'20"  | 225.00' | 23.13'  | 46.10'  | N17°13'23"E 46.02' |
| C44         | 79°06'13"  | 50.00'  | 41.29'  | 69.03'  | N27°16'36"W 63.68' |
| C45         | 6°41'44"   | 345.00' | 20.18'  | 40.32'  | N68°19'23"W 40.29' |
| C47         | 82°49'09"  | 20.00'  | 17.64'  | 28.91'  | S64°30'07"W 26.46' |
| C48         | 262°49'09" | 60.00'  | 68.03'  | 275.22' | S25°29'53"E 90.00' |
| C49         | 170°55'19" | 50.00'  | 629.83' | 149.16' | S23°05'02"E 99.69' |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | BEARING     | LENGTH |
| L1         | S63°19'45"W | 21.21' |
| L2         | N26°40'15"W | 21.21' |
| L3         | N24°17'21"W | 20.31' |
| L13        | N41°37'22"E | 31.67' |
| L19        | N18°19'45"E | 48.52' |
| L20        | S78°38'47"E | 50.00' |



- NOTES:
- ALL PROPOSED LOTS SITUATED IN WHOLE OR IN PART WITHIN THE TOWN'S CORPORATE LIMITS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE GOVERNING ZONING DISTRICT.
  - ALL "X" LOTS & COMMON AREAS SHALL BE PEDESTRIAN AND BICYCLE ACCESS EASEMENTS.
  - ALL "Y" LOTS & COMMON AREAS SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION
  - NO STRUCTURES SHALL BE PERMITTED TO BE CONSTRUCTED WITHIN ANY PUBLIC EASEMENTS SHOWN ON THIS PLAT; THE TOWN SHALL HAVE THE RIGHT TO REMOVE ANY STRUCTURE PLACED WITHIN A PUBLIC EASEMENT
  - ALL LOT CORNERS TO BE MONUMENTED WITH 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "JVC" UNLESS OTHERWISE NOTED.



- LEGEND
- 1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
  - 1/2" IRON ROD SET WITH YELLOW PLASTIC CAP STAMPED "JVC" (UNLESS OTHERWISE NOTED)
  - <CM> CONTROL MONUMENT
  - D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
  - P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
  - ◆ DENOTES STREET NAME CHANGE
  - UE UTILITY EASEMENT
  - DE DRAINAGE EASEMENT
  - WLE WATER LINE EASEMENT
  - BL BUILDING LINE

FINAL PLAT  
OF  
**CANYON FALLS  
VILLAGE E3**

LOTS 1-14, BLOCK AA;  
LOTS 1, 2X, 3-30, 31X, BLOCK BB;  
LOTS 1-3, 4X, 5-15, BLOCK CC

BEING 16.029 ACRES LOCATED IN THE  
W. LOVE SURVEY - ABSTRACT NO. 728  
AN ADDITION IN THE TOWN OF NORTHLAKE,  
DENTON COUNTY, TEXAS  
CONTAINING 57 SINGLE-FAMILY RESIDENTIAL  
LOTS AND 3 OPEN SPACE/HOA LOTS  
ZONED MIXED-USE PLANNED DEVELOPMENT  
(MPD) HIGH DENSITY RESIDENTIAL SF-50

Date: February 24, 2016  
SHEET 1 OF 2



ENGINEER/SURVEYOR:  
J. VOLK CONSULTING, INC.  
830 CENTRAL PARKWAY EAST, SUITE 300  
PLANO, TX 75074  
972-201-3100  
RYAN.REYNOLDS@JVOLKCONSULTING.COM  
TBPLS FIRM NO. 10194033

OWNER:  
NASH CANYON FALLS, LLC  
10940 WEST SAM HOUSTON PARKWAY  
SUITE 300  
HOUSTON, TX 77064  
972-992-3159  
BCRAMER@NEWLANDCO.COM

RECORDING INFORMATION



STATE OF TEXAS §  
COUNTY OF DENTON §

BEING a 16.029 acre tract of land situated in the W. LOVE SURVEY ABSTRACT NO. 728, in the Town of Northlake, Denton County, Texas. Said 16.029 acres being a portion of that certain tract of land as described in deed to NASH CANYON FALLS, LLC, as recorded in Instrument Number 2015-34494, Deed Records, Denton County, Texas (D.R.D.C.T.). Said 16.029 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" I.R.F., being the most Northwest corner of that certain tract of land as conveyed to LA ESTANCIA INVESTMENTS, LP, as recorded in Instrument Number 2008-137045, said Deed Records;

THENCE North 00 degrees 11 minutes 32 seconds West a distance of 711.19 feet to the POINT OF BEGINNING, of the tract hereon described by metes and bounds as follows;

Said POINT OF BEGINNING being the beginning of a non-tangent curve to the left, whose radius is 345.00 feet and whose long chord bears North 68 degrees 19 minutes 23 seconds West, 40.29 feet

THENCE along said curve to the left, through a central angle of 06 degrees 41 minutes 44 seconds, an arc length of 40.32 feet to a 1/2" I.R.S.;

THENCE North 71 degrees 40 minutes 15 seconds West a distance of 164.12 feet to a 1/2" I.R.S.;

THENCE North 66 degrees 43 minutes 39 seconds West a distance of 116.05 feet to a 1/2" I.R.S.;

THENCE North 71 degrees 40 minutes 15 seconds West a distance of 552.20 feet to a 1/2" I.R.S.;

THENCE North 18 degrees 19 minutes 45 seconds East a distance of 110.18 feet to a 1/2" I.R.S., being the beginning of a non-tangent curve to the right, whose radius is 50.00 feet and whose long chord bears North 27 degrees 16 minutes 36 seconds West, 63.68 feet;

THENCE along said curve to the right, through a central angle of 79 degrees 06 minutes 13 seconds, an arc length of 69.03 feet to a 1/2" I.R.S.;

THENCE North 66 degrees 54 minutes 27 seconds West a distance of 109.59 feet to a 1/2" I.R.S.;

THENCE North 23 degrees 05 minutes 33 seconds East a distance of 807.59 feet to a 1/2" I.R.S.;

THENCE South 24 degrees 15 minutes 16 seconds East a distance of 163.16 feet to a 1/2" I.R.S.;

THENCE North 23 degrees 05 minutes 33 seconds East a distance of 134.43 feet to a 1/2" I.R.S., being the beginning of a curve to the left, whose radius is 225.00 feet and whose long chord bears North 17 degrees 13 minutes 23 seconds East, 46.02 feet;

THENCE along said curve to the left, through a central angle of 11 degrees 44 minutes 20 seconds, an arc length of 46.10 feet to a 1/2" I.R.S.;

THENCE South 78 degrees 38 minutes 47 seconds East a distance of 50.00 feet to a 1/2" I.R.S.;

THENCE South 24 degrees 15 minutes 16 seconds East a distance of 342.53 feet to a 1/2" I.R.S.;

THENCE South 48 degrees 22 minutes 38 seconds East a distance of 370.85 feet to a 1/2" I.R.S.;

THENCE South 00 degrees 11 minutes 26 seconds East a distance of 228.09 feet to a 1/2" I.R.S.;

THENCE South 00 degrees 11 minutes 32 seconds East a distance of 455.35 feet to the POINT OF BEGINNING, and containing 16.029 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, NASH CANYON FALLS, LLC, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as CANYON FALLS - VILLAGE E3, an addition to the Town of Northlake, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys and rights-of-way are hereby dedicated in fee simple to the Town of Northlake for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake.

BY: NASH CANYON FALLS, LLC  
A DELAWARE LIMITED LIABILITY COMPANY

BY: NEWLAND REAL ESTATE GROUP, LLC  
A DELAWARE LIMITED LIABILITY COMPANY  
IT'S AGENT

BY: \_\_\_\_\_  
BRIAN CRAMER, ASSISTANT VICE PRESIDENT

STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared BRIAN CRAMER, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas

NOTARY SEAL  
(Ink Stamp Only)

My Commission Expires: \_\_\_\_\_

| Lot Area Table |                     |               |
|----------------|---------------------|---------------|
| Lot No.        | Block               | Area          |
| 1              | BLOCK AA-VILLAGE E3 | 6012 sq. ft.  |
| 2              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 3              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 4              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 5              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 6              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 7              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 8              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 9              | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 10             | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 11             | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 12             | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 13             | BLOCK AA-VILLAGE E3 | 6000 sq. ft.  |
| 14             | BLOCK AA-VILLAGE E3 | 11918 sq. ft. |

| Lot Area Table |                     |                |
|----------------|---------------------|----------------|
| Lot No.        | Block               | Area           |
| 1              | BLOCK BB-VILLAGE E3 | 8869 sq. ft.   |
| 2X             | BLOCK BB-VILLAGE E3 | 55859 sq. ft.  |
| 3              | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 4              | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 5              | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 6              | BLOCK BB-VILLAGE E3 | 6185 sq. ft.   |
| 7              | BLOCK BB-VILLAGE E3 | 8537 sq. ft.   |
| 8              | BLOCK BB-VILLAGE E3 | 6600 sq. ft.   |
| 9              | BLOCK BB-VILLAGE E3 | 6600 sq. ft.   |
| 10             | BLOCK BB-VILLAGE E3 | 6599 sq. ft.   |
| 11             | BLOCK BB-VILLAGE E3 | 8203 sq. ft.   |
| 12             | BLOCK BB-VILLAGE E3 | 11960 sq. ft.  |
| 13             | BLOCK BB-VILLAGE E3 | 13732 sq. ft.  |
| 14             | BLOCK BB-VILLAGE E3 | 8115 sq. ft.   |
| 15             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 16             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 17             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 18             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 19             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 20             | BLOCK BB-VILLAGE E3 | 8495 sq. ft.   |
| 21             | BLOCK BB-VILLAGE E3 | 8388 sq. ft.   |
| 22             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 23             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 24             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 25             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 26             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 27             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 28             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 29             | BLOCK BB-VILLAGE E3 | 6000 sq. ft.   |
| 30             | BLOCK BB-VILLAGE E3 | 11941 sq. ft.  |
| 31X            | BLOCK BB-VILLAGE E3 | 125825 sq. ft. |

| Lot Area Table |                     |               |
|----------------|---------------------|---------------|
| Lot No.        | Block               | Area          |
| 1              | BLOCK CC-VILLAGE E3 | 10582 sq. ft. |
| 2              | BLOCK CC-VILLAGE E3 | 6500 sq. ft.  |
| 3              | BLOCK CC-VILLAGE E3 | 6579 sq. ft.  |
| 4X             | BLOCK CC-VILLAGE E3 | 14452 sq. ft. |
| 5              | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 6              | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 7              | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 8              | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 9              | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 10             | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 11             | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 12             | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 13             | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 14             | BLOCK CC-VILLAGE E3 | 6000 sq. ft.  |
| 15             | BLOCK CC-VILLAGE E3 | 6018 sq. ft.  |

SURVEYORS CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS: That I, Ryan S. Reynolds, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of Town of Northlake, Denton County, Texas.

RYAN S. REYNOLDS, R.P.L.S.  
Registered Professional Land Surveyor No. 6385

STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan S. Reynolds, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the \_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas

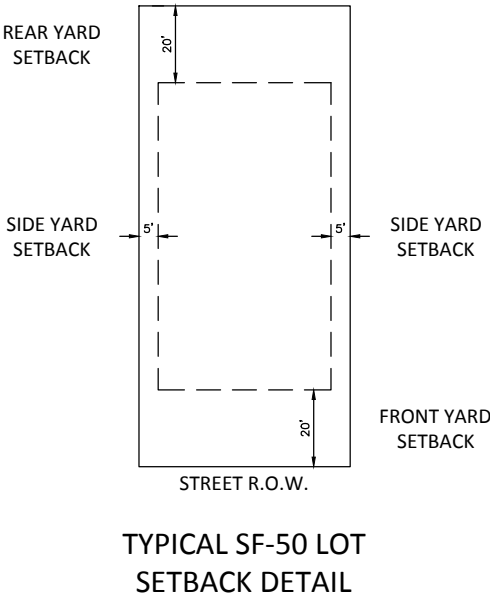
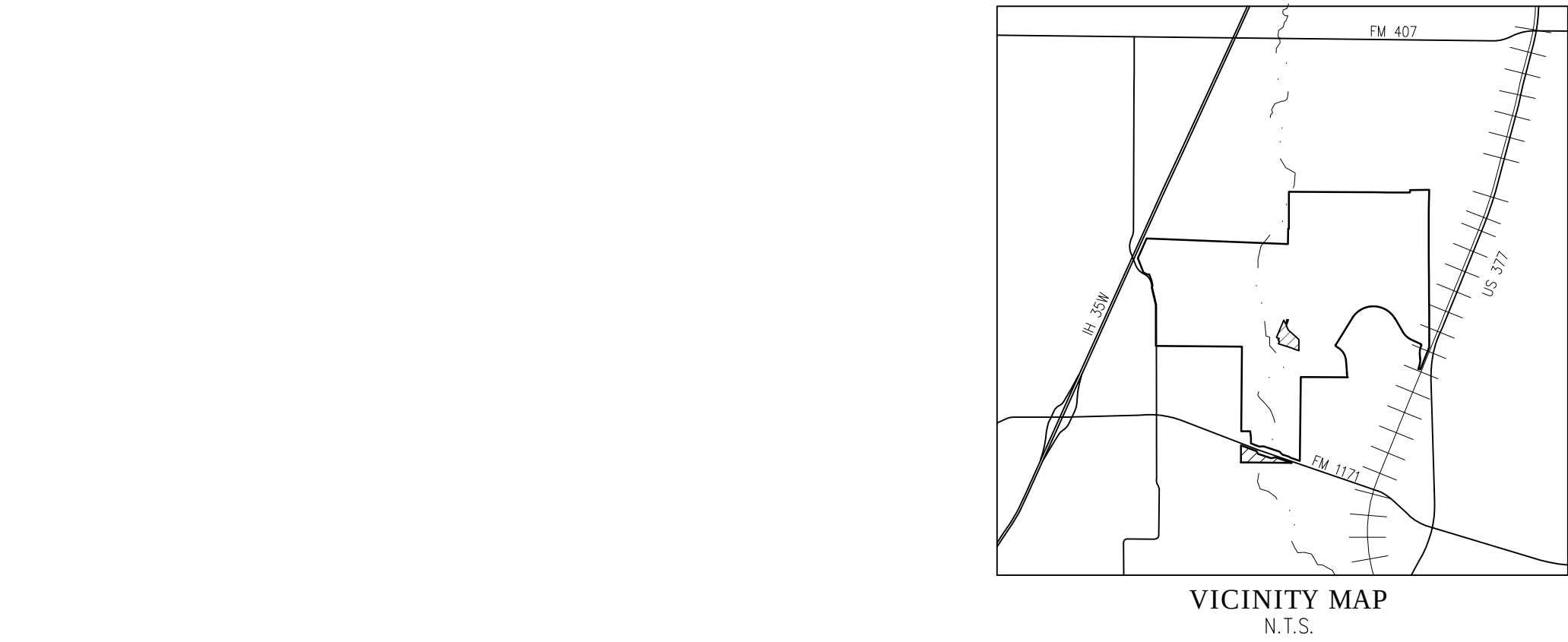
My Commission Expires: \_\_\_\_\_

APPROVED BY THE TOWN COUNCIL ON:

Date

Mayor, Town of Northlake

Town Secretary, Town of Northake



FINAL PLAT  
OF  
**CANYON FALLS  
VILLAGE E3**

LOTS 1-14, BLOCK AA;  
LOTS 1, 2X, 3-30, 31X, BLOCK BB;  
LOTS 1-3, 4X, 5-15, BLOCK CC

BEING 16.029 ACRES LOCATED IN THE  
W. LOVE SURVEY - ABSTRACT NO. 728  
AN ADDITION IN THE TOWN OF NORTHLAKE,  
DENTON COUNTY, TEXAS  
CONTAINING 57 SINGLE-FAMILY RESIDENTIAL  
LOTS AND 3 OPEN SPACE/HOA LOTS  
ZONED MIXED-USE PLANNED DEVELOPMENT  
(MPD) HIGH DENSITY RESIDENTIAL SF-50

Date: February 24, 2016

SHEET 2 OF 2

RECORDING INFORMATION

ENGINEER/SURVEYOR:  
J. VOLK CONSULTING, INC.  
830 CENTRAL PARKWAY EAST, SUITE 300  
PLANO, TX 75074  
972-201-3100  
RYAN.REYNOLDS@JVOLKCONSULTING.COM  
TBPLS FIRM NO. 10194033

OWNER:  
NASH CANYON FALLS, LLC  
10940 WEST SAM HOUSTON PARKWAY  
SUITE 300  
HOUSTON, TX 77064  
972-992-3159  
BCRAMER@NEWLANDCO.COM

# Memo

To: Honorable Mayor and Town Council  
From: Nathan Reddin, Development Director  
CC: Drew Corn, Town Administrator  
Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Final Plat for Northport Addition – Lot 4, Block 5 (FP-16-005)

---

**Purpose:** To consider approval of a Final Plat of Lot 4, Block 5, Northport Addition, a 2.037-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located on the east side of IH 35W approximately 1,000 feet north of SH 114, and zoned Commercial (C).

**Owner:** Northport Partners, LLC

**Applicant:** Bobby Cox Companies

**Engineer:** John Thomas Engineering

**Surveyor:** Spry Surveyors

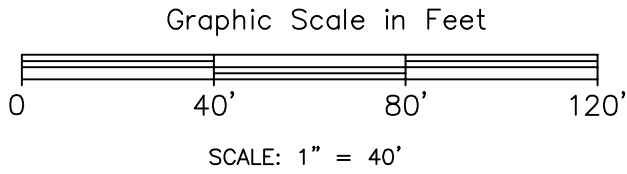
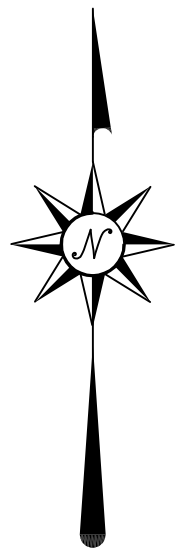
**Background:** This is the final plat of the site for the proposed Rosa's Cafe. The preliminary plat for Block 5 of the Northport Addition was approved on April 23, 2015. The site plan for the Rosa's Café is a companion item on this same agenda for Town Council consideration.

**Staff Analysis:** The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code. The final plat is comprised of a single lot with frontage on IH 35W and access provided via a shared access easement across the adjacent lot to the south occupied by Valero. Civil construction plans for water, sewer, streets and drainage infrastructure to serve the plat are still under review. While the plat has been reviewed and found to be acceptable for approval, any changes to the plat determined to be necessary while completing construction plan review shall be made prior to recording the plat.

The final plat meets the requirements of the Unified Development Code and the Commercial zoning district, and it substantially conforms to the approved Preliminary Plat.

**Staff Findings:** Staff finds the final plat acceptable for approval as submitted with the condition that the construction plans be approved and all easements, including off-site easements necessary for the development of the lot, be shown on the plat prior to recording.



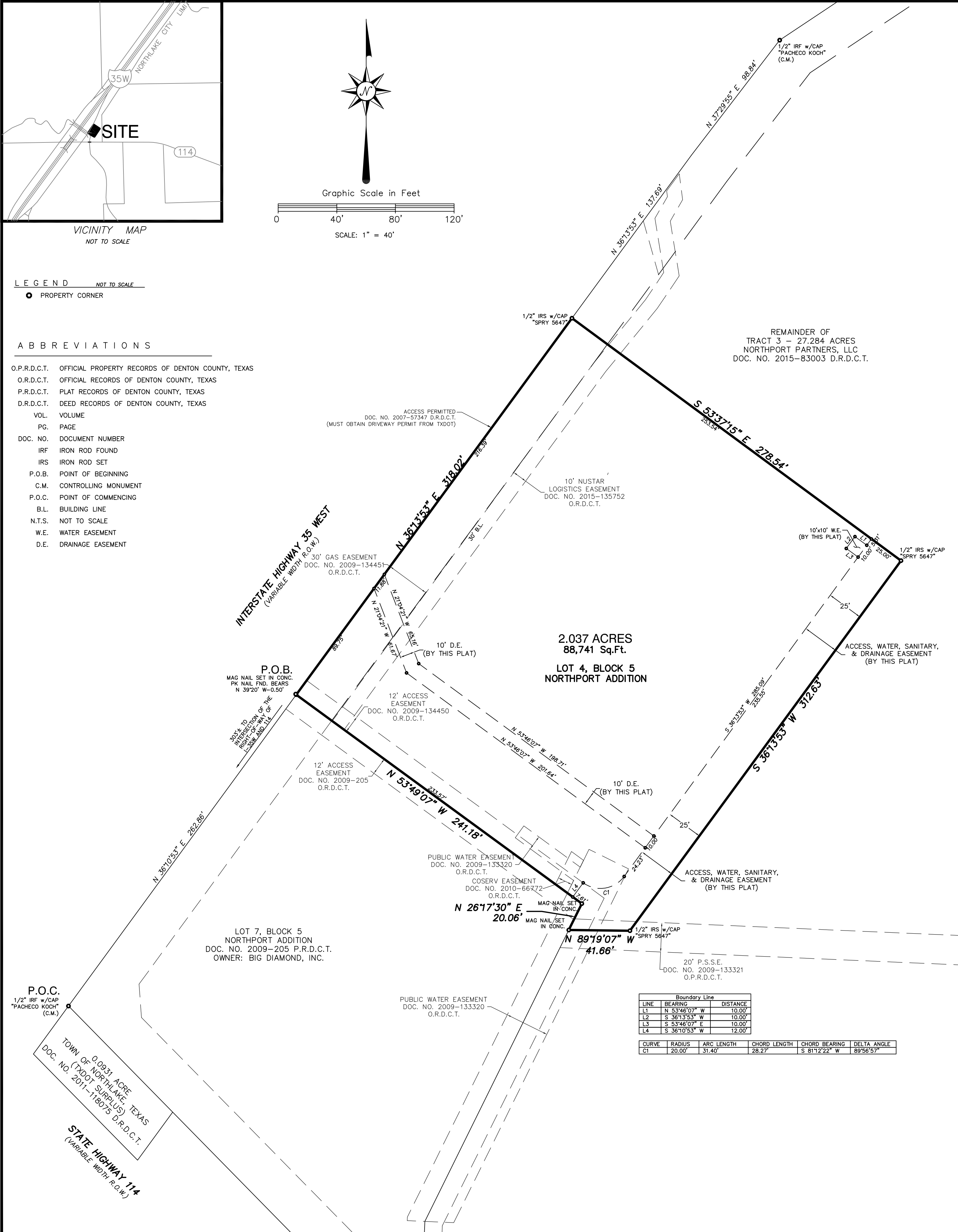


LEGEND

● PROPERTY CORNER

ABBREVIATIONS

|              |                                                   |
|--------------|---------------------------------------------------|
| O.P.R.D.C.T. | OFFICIAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS |
| O.R.D.C.T.   | OFFICIAL RECORDS OF DENTON COUNTY, TEXAS          |
| P.R.D.C.T.   | PLAT RECORDS OF DENTON COUNTY, TEXAS              |
| D.R.D.C.T.   | DEED RECORDS OF DENTON COUNTY, TEXAS              |
| VOL.         | VOLUME                                            |
| PG.          | PAGE                                              |
| DOC. NO.     | DOCUMENT NUMBER                                   |
| IRF          | IRON ROD FOUND                                    |
| IRS          | IRON ROD SET                                      |
| P.O.B.       | POINT OF BEGINNING                                |
| C.M.         | CONTROLLING MONUMENT                              |
| P.O.C.       | POINT OF COMMENCING                               |
| B.L.         | BUILDING LINE                                     |
| N.T.S.       | NOT TO SCALE                                      |
| W.E.         | WATER EASEMENT                                    |
| D.E.         | DRAINAGE EASEMENT                                 |



| Boundary Line |               |          |  |  |
|---------------|---------------|----------|--|--|
| LINE          | BEARING       | DISTANCE |  |  |
| L1            | N 53°46'07" W | 10.00'   |  |  |
| L2            | S 36°13'53" W | 10.00'   |  |  |
| L3            | S 53°46'07" E | 10.00'   |  |  |
| L4            | S 36°10'53" W | 12.00'   |  |  |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|-------|--------|------------|--------------|---------------|-------------|
| C1    | 20.00' | 31.40'     | 28.27'       | S 81°12'22" W | 89°56'57"   |

SURVEYOR CERTIFICATE

That I, David Carlton Lewis, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and the monuments shown hereon were found and/or placed under my personal supervision and in accordance with the Platting Rules and Regulations of the City Plan Commission of the Town of Northlake, Texas.

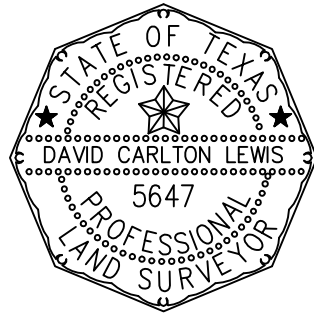
This document shall not be recorded for any purpose. This drawing shall be used for

REVIEW PURPOSES ONLY

David Carlton Lewis  
R.P.L.S. No. 5647

Date: MARCH 4, 2016

David Carlton Lewis, R.P.L.S.  
Texas Registration No. 5647  
Spry Surveyors, LLC.  
8241 Mid Cities Blvd Ste 102  
N. Richland Hills, TX 76182



NOTARY CERTIFICATE  
STATE OF TEXAS  
COUNTY OF TARRANT

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared David Carlton Lewis, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Signature \_\_\_\_\_ Notary Stamp: \_\_\_\_\_

NOTES

- Unless otherwise noted, all boundary and/or lot corners for the subject property shown hereon are 1/2" iron rods set with a cap stamped "SPRY 5647".
- The Surveyor has not physically located any underground utilities and/or improvements which may be located on, under or near the subject property. Contractor of any project design on the basis of this survey is hereby instructed to call DIG TESS One-Call Notification Center at 1-800-344-8377 for verification of existing utilities in any area of excavation or boring alignments prior to any construction start.
- According to the Flood Insurance Rate Map No. 48121C0495 G, published by the Federal Emergency Management Agency, dated: April 18, 2011, the surveyed property shown hereon does not lie within any special flood hazard area inundated by the 100-year flood.
- On the issue date of this survey the property shown hereon is zoned "C" Commercial according to the zoning map of the Town of Northlake.
- All bearings shown hereon are based on the southeast right-of-way line of Interstate Highway Number 35 West, as described deed conveyed to Northport Partners, LLC., recorded in Document Number 2015-83003.

APPROVED BY THE TOWN COUNCIL OF NORTHLAKE, TEXASS on this the \_\_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Town Secretary

OWNER'S DEDICATION

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

WHEREAS, Northport Partners, LLC., is the owner of all that certain 2.037 acres of land, out of Tract 3 - 27.284 Acres, described in the deed to Northport Partners, LLC, recorded in Document Number 2015-83003 in the Deed Records of Denton County, Texas (D.R.D.C.T.), in the L. Medlin Survey, A-830, Town of Northlake, Denton County, Texas and more particularly described by metes and bounds as follows: (all bearings shown hereon are based on the southeast right-of-way line of Interstate Highway Number 35 West (right-of-way varies), as described in said deed to Northport Partners, LLC.)

Commencing at a 1/2" iron rod with a cap stamped "PACHECO KOCH" found for the west corner of Lot 7, Block 5, Northport Addition, recorded in Document Number 2009-205, in the Plat Records of Denton County, Texas (P.R.D.C.T.), common to the north corner of a 0.0931 acre tract to the Town of Northlake, recorded in Document Number 2011-118075, D.R.D.C.T., in the southeast right-of-way line of Interstate Highway 35 West (Variable Width Right-Of-Way), Then North 36° 10' 53" East - 262.86' along the southeast right-of-way line of said Interstate Highway 35 West to a MAG Nail in concrete set for the west corner of the herein described tract and the POINT OF BEGINNING of the herein described tract, from which a found P.K. Nail in concrete bears North 39° 20' West - 0.50';

THENCE North 36° 13' 53" East - 318.02' along the southeast right-of-way line of said Interstate Highway 35 West to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the north corner of the herein described tract, from which a found 1/2" iron rod with a cap stamped "PACHECO KOCH" bears North 36° 13' 53" East - 137.69'; then North 37° 29' 55" East - 98.84';

THENCE South 53° 37' 15" East - 278.54' to a 1/2" iron rod with a cap stamped "SPRY 5647" set for the east corner of the herein described tract;

THENCE South 36° 13' 53" West - 312.63' to a 1/2" iron rod with a cap stamped "SPRY 5647" set for an angled corner of the herein described tract;

THENCE North 89° 19' 07" West - 41.66' to a MAG Nail in concrete set for an angled corner of the herein described tract, in the southeast line of said Lot 7, Block 5, Northport Addition;

THENCE North 26° 17' 30" East - 20.06' to a MAG Nail in concrete set for an angled corner of the herein described tract, common to the east corner of said Lot 7, Block 5, Northport Addition;

THENCE North 53° 49' 07" West - 241.18' to the POINT OF BEGINNING and containing 2.037 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Northport Partners, LLC, the Owner, does hereby adopt this plat, designating the herein above described property as Lot 4, Block 5, Northport Addition, an addition to the Town of Northlake, Denton County, Texas. The easements thereon are hereby reserved for the purposes indicated. The utility and fire lane easements shall be open to the public, fire and police units, garbage and rubbish collection agencies and the public and private utilities specifically approved by the Town of Northlake for the use of a particular easement. The maintenance of paving or any other surfaces on the utility and fire lane easements is the sole responsibility of the property owner. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the easements as shown. Said easements being hereby reserved for mutual use and accommodation of all public utilities specifically approved by the Town of Northlake. Any public utility specifically approved by the Town of Northlake to use a particular easement shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way may endanger or interfere with construction, maintenance, or efficiency of its system on the easement and that public utility shall at all times have the right of ingress and egress to or from and upon the easement for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its system, subject to complying with all ordinances, rules, regulations and resolutions of the Town of Northlake, Texas. The Town of Northlake, Texas, and the public utility shall have the right of ingress and egress to private property for the purpose of reading meters, maintenance and service required or ordinarily performed by that utility. Water main and wastewater easements shall also include additional area of working space for construction and maintenance of the systems. Additional area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services and wastewater services from the main to the curb or pavement line. Description of these additional easements herein granted shall be determined by their locations as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Northlake, Denton County, Texas.

WITNESS, my hand this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Northport Partners, LLC

Signature \_\_\_\_\_ Company Name & Title \_\_\_\_\_

NOTARY CERTIFICATE

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a Notary Public in and for the said County and State, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations expressed herein.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Signature \_\_\_\_\_ Notary Stamp: \_\_\_\_\_

A FINAL PLAT  
OF  
NORTHPORT ADDITION

LOT 4, BLOCK 5

being 2.037 acres located in the  
L. Medlin Survey, Abstract No. 830  
in the Town of Northlake, Denton County, Texas  
containing 1 lot  
Zoned Commercial (C)

OWNER: Northport Partners, LLC.  
1201 N. Carroll Ave.  
Southlake, Texas 76092  
Phone: 817-377-6200  
CONTACT: Bill Vaughan

ENGINEER: John Thomas Engineering  
800 N. Waters Rd., Ste.102  
Allen, TX 75013  
Phone: 214-491-1830  
CONTACT: John Measels

SURVEYOR: Spry Surveyors  
8241 Mid-Cities Blvd., Ste.102  
North Richland Hills, TX 76182  
Phone: 817-776-4049  
Firm Reg. No. 10112000  
CONTACT: David Lewis

SPRY PROJECT NO. 095-001-30  
DATE: JANUARY 2016

# Memo

To: Honorable Mayor and Town Council  
From: Nathan Reddin, Development Director  
CC: Drew Corn, Town Administrator  
Shirley Rogers, Town Secretary  
Date: March 10, 2016  
Re: Site Plan for Rosa's Cafe (SP-16-001)

---

**Purpose:** Consider approval of a Site Plan for Rosa's Cafe, a proposed 6,940 square-foot restaurant on 2.037 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 4, Block 5, Northport Addition, generally located on the east side of IH 35W approximately 1,000 feet north of SH 114, and zoned Commercial (C).

**Owner:** Northport Partners, LLC

**Applicant:** Bobby Cox Companies

**Engineer:** John Thomas Engineering

**Existing Condition of the Property:** The subject property is currently vacant, and the previous agenda item is the final plat for the site. The property is zoned Commercial (C) and is located just north of the Valero, and the Farmer Brothers Headquarters is currently under construction just east of the site.

**Staff Analysis:**

***Access:*** Access to the site will be provided from IH 35W with a shared access drive on the north side of the Valero site. Access through the Valero site is also available from SH 114. Driveway stub outs and access easements are shown to provide future reciprocal access to the adjacent property to the north when it is developed.

***Parking:*** The UDC requires one space per 150 square feet for non-full service restaurants. A minimum of 47 spaces are required. 111 parking spaces are provided on the site plan of which five of the spaces will meet ADA requirements.

***Fencing, Lighting, and Signage:*** No fencing is required for screening since similar uses are on all sides of the site, and no fencing is proposed on the site plan. A brick and stone screening wall to match the building is proposed to enclose the dumpster. An Outdoor Lighting Plan is provided in the site plan package which appears to meet all requirements of the UDC. A monument or pole sign location is shown on the site plan near the driveway entrance at IH 35W. Details on the sign were not provided with the site plan

package. Any other details on fencing, lighting and signage not provided with the site plan package must meet the requirements of the UDC at time of permitting.

***Landscaping:***

Detailed landscape plans have been provided showing landscaping generally meeting the requirements of the UDC. All requirements are met except for the 25-foot landscape strip required along the frontage of the lot along IH 35W. The landscape strip is provided, but the required shade trees per 50-feet of frontage could not be planted within the strip due to a gas pipeline easement. However, all required trees are planted as near the landscape strip as possible just beyond the gas easement. Staff finds the alternative landscape plan acceptable since it provides for the total number of required trees near the site frontage, meeting the spirit and intent of the landscaping requirements.

***Building Elevations:***

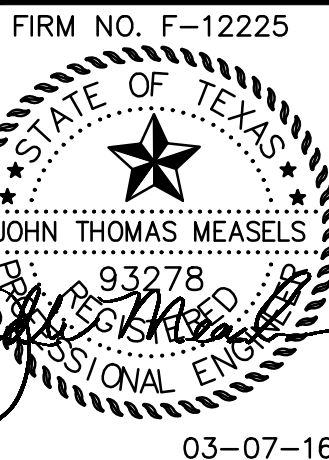
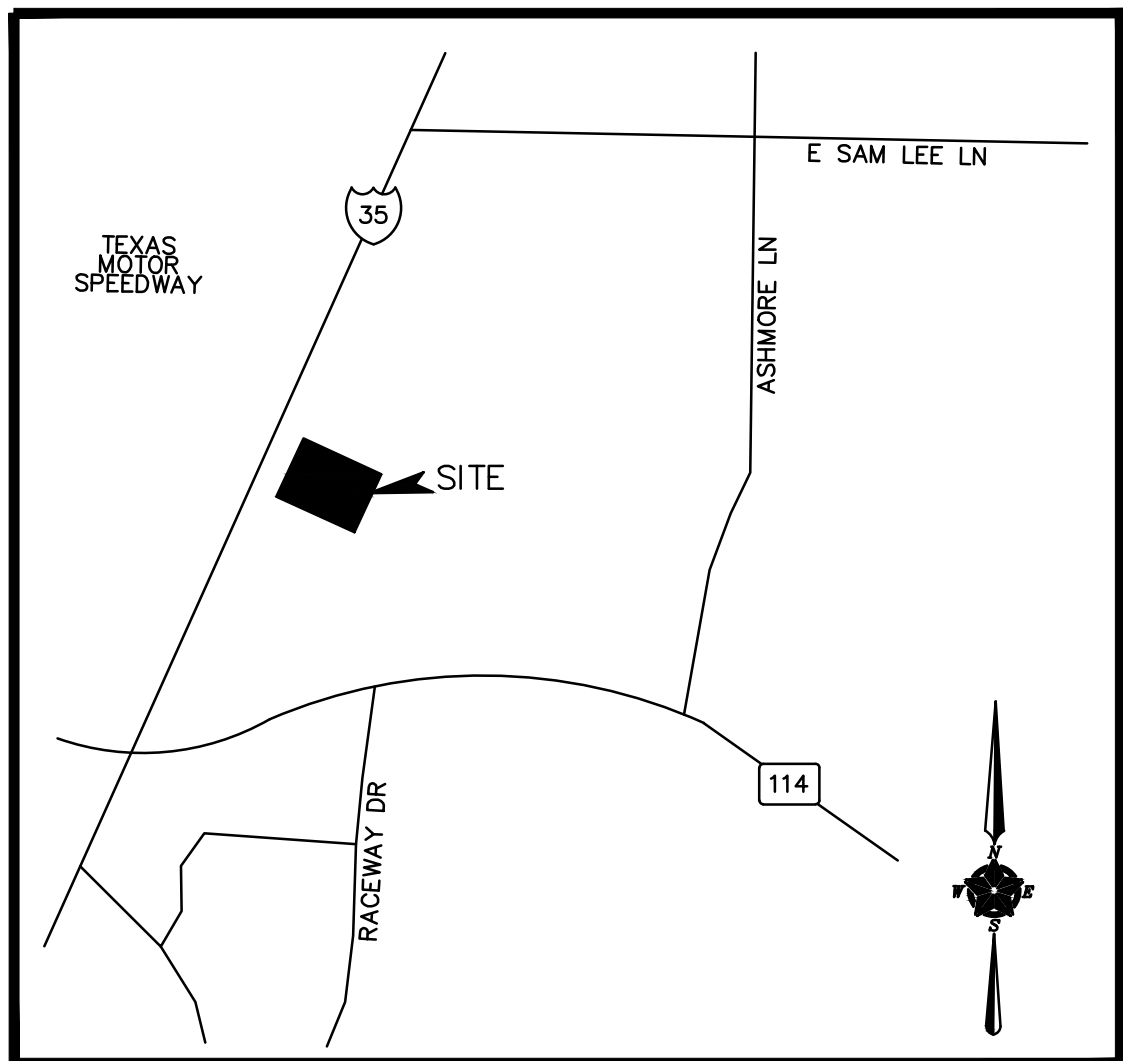
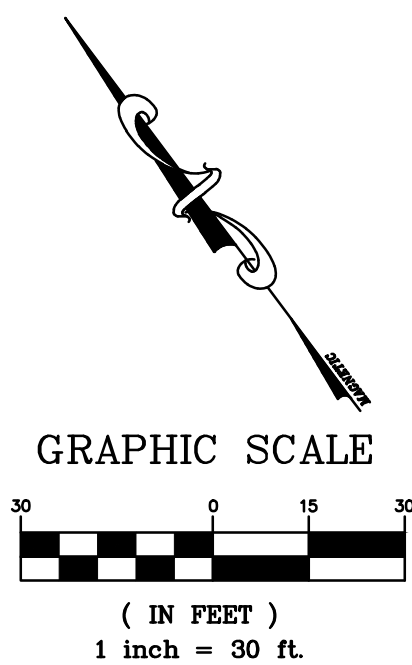
Architectural elevations of the restaurant are provided showing all four sides of the proposed building. The building elevations appear to comply with the requirements of the UDC.

**Staff Findings:** Staff has reviewed the site plan package and finds it meets or exceeds all applicable requirements of the Unified Development Code (UDC). Staff finds the site plan acceptable for approval as submitted.



CAUTION NOTICE TO CONTRACTOR  
THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS.

BENCHMARKS  
BENCHMARK #1 AN "X" CUT IN CONCRETE IN THE TOP OF CURB APPROXIMATELY 12'± NORTHEAST FROM THE WEST CORNER OF THE SURVEYED PROPERTY.  
ELEV=618.55'  
BENCHMARK #2 AN "X" CUT IN CONCRETE IN THE TOP OF CURB APPROXIMATELY 16'± NORTHEAST OF A SOUTHERN ANGLED CORNER OF THE SURVEYED PROPERTY.  
ELEV=616.22'



| SITE DATA TABLE          |                                        |          |
|--------------------------|----------------------------------------|----------|
| LOCATION:                | I-35 & HWY. 114<br>NORTHLAKE, TX 76262 |          |
| LOT AREA:                | 2.037 AC. (88,741 S.F.)                |          |
| ZONING:                  | C-COMMERCIAL                           |          |
| CURRENT USE:             | VACANT                                 |          |
| PROPOSED USE:            | RESTAURANT/W DRIVE-THRU                |          |
| BUILDING DATA:           |                                        |          |
| BUILDING AREA            | 6,940 S.F.                             |          |
| BUILDING HEIGHT          | 27'-3" (1 STORY)                       |          |
| BUILDING COVERAGE        | 0.8                                    |          |
| F.A.R.                   | 8%                                     |          |
| PARKING SUMMARY:         |                                        |          |
| *1 SP PER 150 S.F.       | REQUIRED                               | PROVIDED |
| PARKING SPACES (9'x18')  | 45                                     | 106      |
| HANDICAP SPACES (9'x18') | 2                                      | 5        |
| TOTAL SPACES             | 47                                     | 111      |
| LANDSCAPE:               |                                        |          |
| PERVIOUS:                | 16,188 S.F.                            |          |
| IMPERVIOUS:              | 72,553 S.F.                            |          |

#### LEGEND:

|                             |                    |
|-----------------------------|--------------------|
| PROPERTY LINE               | LIGHT POLE         |
| PROPOSED CURB & GUTTER      | BUILDING UP LIGHTS |
| LIMITS OF FULL DEPTH SAWCUT | YARD DRAIN         |
| PARKING SPACES              | GREASE TRAP        |
| FIRELANE                    | CLEAN-OUT          |
| STOP BAR STRIPING           | DOUBLE CLEAN-OUT   |
| HANDICAP SPACES             | GAS METER          |
| ADA RAMP                    | WATER METER        |
| BOLLARD                     | IRRIGATION METER   |
| TRAFFIC/HANDICAP SIGN       | MANHOLE            |
| DIRECTIONAL SIGN            | CURB INLET         |
| SPEAKER BOX                 |                    |
| MENU BOARD                  |                    |
| POLE SIGN                   |                    |

#### SITE KEY NOTES:

- CONCRETE CURB AND GUTTER. (PER LOCAL CODES)
- TAPER CURB TO MATCH EXISTING.
- MATCH EXISTING PAVEMENT ELEVATION.
- LIMITS OF FULL DEPTH SAWCUT AND PAVEMENT REMOVAL. EXISTING PAVEMENT TO REMAIN.
- CONCRETE SIDEWALK. 2% MAX. CROSS SLOPE AND 5% MAX. STRAIGHT SLOPE.
- SIDEWALK RAMP @ 8.33% MAX. (PER LOCAL CODES)
- EXISTING FIRE HYDRANT.
- FIRE LANE. (PER LOCAL CODES)
- STOP BAR. (PER LOCAL CODES)
- DIRECTIONAL TRAFFIC ARROW. (PER LOCAL CODES)
- PARKING STALL STRIPING. (PER LOCAL CODES)
- 4" WIDE PAINTED STRIPES, 2' OFF CENTER @ 45'.
- PEDESTRIAN/HANDICAP CROSSWALK STRIPING.
- HANDICAP STRIPING & SYMBOL. (TYPICAL-PER ADA AND LOCAL REQUIREMENTS)
- HANDICAP SIGNS. (TYPICAL-PER ADA AND LOCAL REQUIREMENTS)
- WHEEL STOPS PAINTED YELLOW.
- BOLLARD.
- PROPOSED LIGHT POLE. ALL SITE LIGHTING SHALL MEET THE UDC REQUIREMENTS AT TIME OF PERMITTING.
- PROPOSED SIGN. (PER ARCH. PLANS)
- ALL SIGNAGE SHALL MEET THE UDC REQUIREMENTS AT TIME OF PERMITTING

#### SITE KEY NOTES (CONT'D):

- DUMPSTER ENCLOSURE. (PER ARCH. PLANS)
- PAD MOUNTED TRANSFORMER.
- "STOP" SIGN.
- "THANK YOU" AND "DO NOT ENTER" SIGN.
- LANDSCAPE AREA. (PER LANDSCAPE PLAN)
- PROPOSED FIRE HYDRANT.
- BUILDING LIGHTS.
- MENU BOARD AND SPEAKER BOX.
- PREVIEW MENU BOARD.
- DIRECTIONAL SIGN FOR DRIVE THRU.
- TRAFFIC SENSOR.
- STORAGE UNIT. (PER ARCH. PLANS)
- "DRIVE THRU" MARKING.
- "EXIT ONLY" MARKING.
- THICKENED EDGE OF PAVING.
- SLOPE END HEADWALL.
- TYPE III BARRICADE
- GROUTED RIP-RAP
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED JUNCTION BOX
- GREASE TRAP



| SITE PLAN                            |  |  |  |
|--------------------------------------|--|--|--|
| NORTHPORT ADDITION                   |  |  |  |
| LOT 4, BLOCK 5                       |  |  |  |
| IN THE L. MEDLIN SURVEY, A-830       |  |  |  |
| 2.037 ACRES (88,739 S.F.)            |  |  |  |
| CITY OF NORTHLAKE, DENTON COUNTY, TX |  |  |  |
| PREPARED OCTOBER 23, 2015            |  |  |  |

**SITE PLAN**  
**ROSA'S CAFE**  
**I-35 & HWY. 114**  
**NORTHLAKE, TX 76262**

| REVISION RECORD |                   |  |  |
|-----------------|-------------------|--|--|
| 11-10-15        | INITIAL SUBMITTAL |  |  |
| 01-28-16        | 2nd SUBMITTAL     |  |  |
| 02-19-16        | 3rd SUBMITTAL     |  |  |
| 03-07-16        | 3rd SUBMITTAL     |  |  |

SHEET NO.

C-3.0

DEVELOPER/ARCHITECT:  
BOBBY COX COMPANIES, INC.  
5000 OVERTON PLAZA, SUITE 300  
FORT WORTH, TEXAS 76109  
CONTACT: KENNETH R. TAFT  
(817) 223-9009

CIVIL ENGINEER:  
JOHN THOMAS ENGINEERING  
800 N. WATTERS, STE. 170  
ALLEN, TX 75013  
CONTACT: JOHN MEASELS, P.E.  
(214) 491-1830

SURVEYOR:  
SPRY SURVEYORS  
8241 MID-CITIES BLVD., SUITE 100  
NORTH RICHLAND HILLS, TEXAS 76182  
CONTACT: DAVID CARLTON LEWIS  
(817) 776-4049



| PLANT LIST |                                   |                               |      |         |                                                                      |  |
|------------|-----------------------------------|-------------------------------|------|---------|----------------------------------------------------------------------|--|
| SYMBOL     | BOTANICAL NAME TREES              | COMMON NAME                   | QTY. | SIZE    | REMARKS                                                              |  |
| LO         | QUERCUS VIRGINIANA                | LIVE OAK                      | 13   | 4" CAL. | CONTAINER GROWN, 12' HT., 4' SPREAD, 4' BRANCHING HT., MATCHING      |  |
| CM         | LAGERSTROEM IA INDICA 'TUSKEGEE'  | CREPE MYRTLE 'TUSKEGEE'       | 2    | 30 GAL. | CONTAINER GROWN, 3-5 TRUNK, NO CROSS CANES, 8' HT., SPREAD, MATCHING |  |
| DWM        | MYRICA PUSILLA                    | DWARF WAX MYRTLE              | 184  | 30" HT. | CONTAINER FULL, 24" SPREAD, 36" O.C.                                 |  |
| IH         | RAPHIOLEPSIS INDICA 'JACK EVANS'  | INDIAN HAWTHORNE 'JACK EVANS' | 25   | 5 GAL.  | CONTAINER FULL, 20" SPREAD, 24" O.C.                                 |  |
| NRS        | LLEX SPP. 'NELLIE R STEVENS'      | NELLIE R STEVENS HOLLY        | 18   | 7 GAL.  | CONTAINER FULL TO BASE, 36" HT., 36" O.C.                            |  |
| DFG        | PENNISETUM ALOPECUROIDES 'HAMELN' | DWARF FOUNTAIN GRASS          | 33   | 5 GAL.  | CONTAINER FULL, 24" O.C.                                             |  |
|            | CYNODON DACTYLON                  | COMMON BERMUDAGRASS           |      |         | REFER TO NOTES                                                       |  |

NOTE: ALL TREES SHALL HAVE STRAIGHT TRUNKS AND BE MATCHING WITHIN VARIETIES. PLANT LIST IS AN AID TO BIDDERS ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES ON PLAN. ALL HEIGHTS AND SPREADS ARE MINIMUMS. ALL PLANT MATERIAL SHALL MEET OR EXCEED REMARKS AS INDICATED.

GRAPHIC SCALE

( IN FEET )  
1 inch = 30 ft.

GENERAL LAWN NOTES

- CONTRACTOR SHALL COORDINATE OPERATIONS AND AVAILABILITY OF EXISTING TOPSOIL WITH ON-SITE CONSTRUCTION MANAGER.
- CONTRACTOR SHALL LEAVE LAWN AREAS 1" BELOW FINAL FINISHED GRADE PRIOR TO TOPSOIL INSTALLATION.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED ON CIVIL PLANS. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
- ALL LAWN AREAS SHALL BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR LANDSCAPE ARCHITECT PRIOR TO LAWN INSTALLATION.
- CONTRACTOR SHALL REMOVE ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLOUDS, STICKS, CONCRETE SPOILS, ETC. PRIOR TO PLACING TOPSOIL AND LAWN INSTALLATION.
- CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
- CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.

SOLID SOD NOTES

- PLANT SOD BY HAND TO COVER INDICATED AREAS COMPLETELY. ENSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
- ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
- WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
- IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, OVER-SEED BERMUDAGRASS SOD WITH WINTER RYEGRASS, AT A RATE OF FOUR (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

LANDSCAPE NOTES

- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY LANDSCAPE ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR SHALL PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- CONTRACTOR SHALL FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS AS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL FINISHED GRADE IN PLANTING AREAS AND 1" BELOW FINAL FINISHED GRADE IN LAWN AREAS.
- ALL PLANTING BEDS AND LAWN AREAS SHALL BE SEPARATED BY STEEL EDGING. NO STEEL EDGING SHALL BE INSTALLED ADJACENT TO BUILDINGS, WALKS, OR CURBS. CUT STEEL EDGING AT 45 DEGREE ANGLE WHERE IT INTERSECTS WALKS AND CURBS.
- TOP OF MULCH SHALL BE 1/2" MINIMUM BELOW THE TOP OF WALKS AND CURBS.
- ALL LAWN AREAS SHALL BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS AND EVAPOTRANSPIRATION (ET) WEATHER-BASED CONTROLLERS AND SAID IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED PROFESSIONAL AND INSTALLED BY A LICENSED IRRIGATOR.
- CONTRACTOR SHALL PROVIDE BID PROPOSAL LISTING UNIT PRICES FOR ALL MATERIAL PROVIDED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

MAINTENANCE NOTES

- THE OWNER, TENANT AND THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE.
- ALL LANDSCAPE SHALL BE MAINTAINED IN A NEAT AND ORDERLY MANNER AT ALL TIMES. THIS SHALL INCLUDE MOWING, EDGING, PRUNING, FERTILIZING, WATERING, WEEDING AND OTHER SUCH ACTIVITIES COMMON TO LANDSCAPE MAINTENANCE.
- ALL LANDSCAPE AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS AND OTHER SUCH MATERIAL OR PLANTS NOT PART OF THIS PLAN.
- ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR.
- ALL PLANT MATERIAL WHICH DIES SHALL BE REPLACED WITH PLANT MATERIAL OF EQUAL OR BETTER VALUE.
- CONTRACTOR SHALL PROVIDE SEPARATE BID PROPOSAL FOR ONE YEAR'S MAINTENANCE TO BEGIN AFTER FINAL ACCEPTANCE.

NO EXISTING TREES ON SITE

NO TREES WITHIN 5'-0" OF ANY UTILITIES.

NO PROPOSED TREES WITHIN 25' LANDSCAPE BUFFER STRIP DUE TO THE EXISTING GAS EASEMENT

LEGEND:

|      |                             |    |                    |
|------|-----------------------------|----|--------------------|
| ---  | PROPERTY LINE               | +  | LIGHT POLE         |
| ---  | PROPOSED CURB & GUTTER      | □  | BUILDING UP LIGHTS |
| ---  | LIMITS OF FULL DEPTH SAWCUT | ≡  | YARD DRAIN         |
| #    | PARKING SPACES              | ⊗  | GREASE TRAP        |
| ---  | FIRELANE                    | ●  | CLEAN-OUT          |
| STOP | STOP BAR STRIPING           | ●● | DOUBLE CLEAN-OUT   |
| HC   | HANDICAP SPACES             | GM | GAS METER          |
| ADA  | ADA RAMP                    | WM | WATER METER        |
| ●    | BOLLARD                     |    |                    |
| —    | TRAFFIC/HANDICAP SIGN       |    |                    |

| NO.      | DATE              | DESCRIPTION |
|----------|-------------------|-------------|
| 11-10-15 | INITIAL SUBMITTAL |             |
| 01-28-16 | 2nd SUBMITTAL     |             |
| 02-19-16 | 3rd SUBMITTAL     |             |





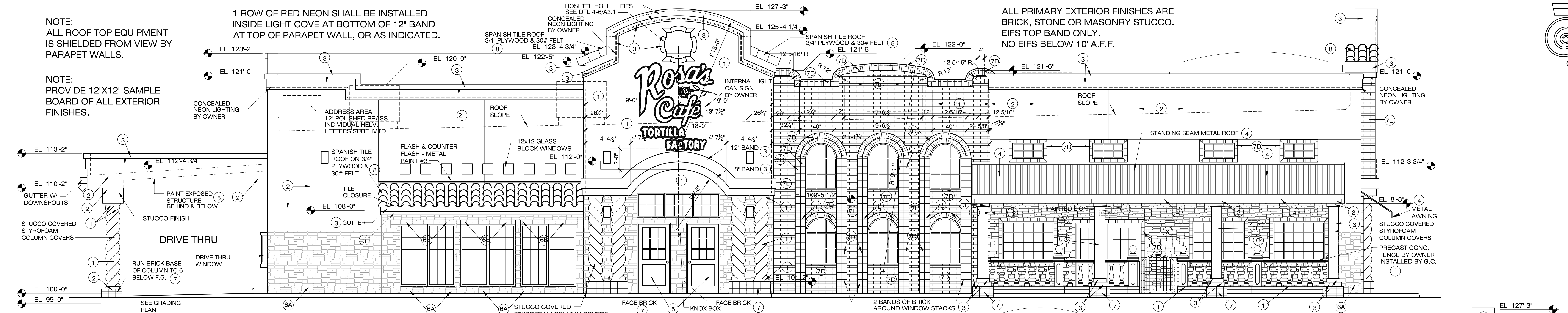


NOTE:  
ALL ROOF TOP EQUIPMENT  
IS SHIELDED FROM VIEW BY  
PARAPET WALLS.

NOTE:  
PROVIDE 12"x12" SAMPLE  
BOARD OF ALL EXTERIOR  
FINISHES.

1 ROW OF RED NEON SHALL BE INSTALLED  
INSIDE LIGHT COVE AT BOTTOM OF 12" BAND  
AT TOP OF PARAPET WALL, OR AS INDICATED.

ALL PRIMARY EXTERIOR FINISHES ARE  
BRICK, STONE OR MASONRY STUCCO.  
EIFS TOP BAND ONLY.  
NO EIFS BELOW 10' A.F.F.



## WEST ELEVATION

1/4" = 1' - 0"

TOTAL WALL AREA - 2300 S.F.  
TOTAL SIGN AREA - 68.6 S.F. ( 3% )

### COLOR AND MATERIALS LEGEND.

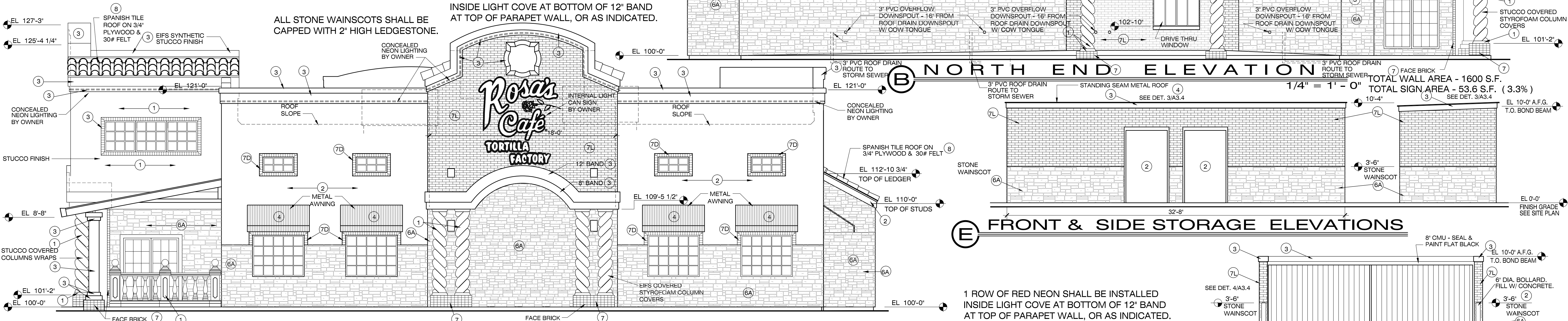
- 1 SHERWIN WILLIAMS 6116 TATAMI TAN - SAND FINISH
- 2 SHERWIN WILLIAMS 6142 MACADAMIA - SAND FINISH
- 3 SHERWIN WILLIAMS 6385 DOVER WHITE - SAND FINISH
- 4 STANDING SEAM METAL ROOF - BERRIDGE MFR.
- 5 SHERWIN WILLIAMS 6940 BISCAIY - ENTRY DOORS & TRIM
- 6 SIMULATED STONE SIMILAR TO LONE STAR STONE, HILL COUNTRY CHALK (ROSA'S BLEND)
- 7 D - BRICK ( DARK ) - ACME - 'GARNET' MODULAR - STD AND OR THIN BRICK
- 8 CONCRETE ROOF TILE - MONIER LIFTE - TEJAS ESPANA - SAN CARLOS BLEND

1 ROW OF RED NEON SHALL BE INSTALLED  
INSIDE LIGHT COVE AT BOTTOM OF 12" BAND  
AT TOP OF PARAPET WALL, OR AS INDICATED.

ALL STONE WAINSCOTS SHALL BE  
CAPPED WITH 2" HIGH LEDGESTONE.

## 2 SIGNS

N.T.S.



## NORTH END ELEVATION

1/4" = 1' - 0"

TOTAL WALL AREA - 1600 S.F.  
TOTAL SIGN AREA - 53.6 S.F. ( 3.3% )

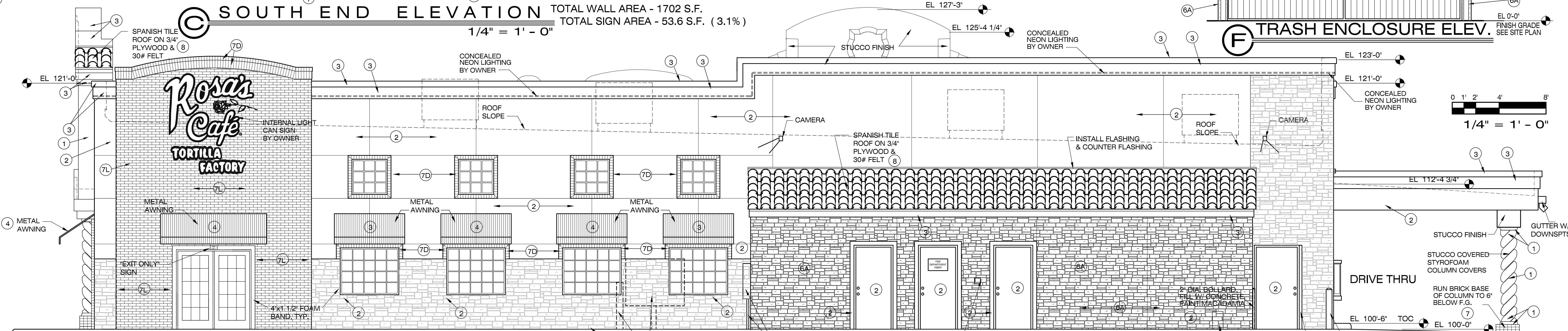
## FRONT & SIDE STORAGE ELEVATIONS

1 ROW OF RED NEON SHALL BE INSTALLED  
INSIDE LIGHT COVE AT BOTTOM OF 12" BAND  
AT TOP OF PARAPET WALL, OR AS INDICATED.

## SOUTH END ELEVATION

1/4" = 1' - 0"

TOTAL WALL AREA - 1702 S.F.  
TOTAL SIGN AREA - 53.6 S.F. ( 3.1% )



## EAST ELEVATION

1/4" = 1' - 0"

TOTAL WALL AREA - 2200 S.F.  
TOTAL SIGN AREA - 53.6 S.F. ( 2.4% )

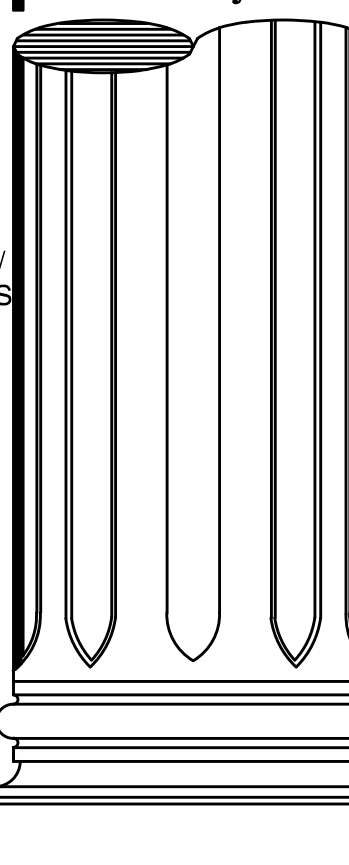
| WEST            | SF   | %     |
|-----------------|------|-------|
| Mas. Stucco     | 1002 | 51%   |
| Stone           | 336  | 17%   |
| Brick           | 479  | 24%   |
| EIFS (Band)     | 158  | 8%    |
| MASONRY %       |      | 92%   |
| TOTAL           | 1975 | 100%  |
| NORTH           | SF   | %     |
| Mas. Stucco     | 683  | 44%   |
| Stone           | 486  | 32%   |
| Brick           | 281  | 18%   |
| EIFS (Band)     | 91   | 6%    |
| MASONRY %       |      | 94%   |
| TOTAL           | 1541 | 100%  |
| SOUTH           | SF   | %     |
| Mas. Stucco     | 680  | 46%   |
| Stone           | 362  | 25%   |
| Brick           | 304  | 21%   |
| EIFS (Band)     | 118  | 8%    |
| MASONRY %       |      | 92%   |
| TOTAL           | 1464 | 100%  |
| EAST            | SF   | %     |
| Mas Stucco      | 801  | 43%   |
| Stone           | 614  | 32%   |
| Brick           | 333  | 17%   |
| EIFS (Band)     | 162  | 8%    |
| MASONRY %       |      | 92%   |
| TOTAL           | 1910 | 100%  |
| OVERALL MASONRY |      | 92.5% |

PROJECT: PROTOTYPE 2015

ROSA'S CAFE  
TORTILLA FACTORY  
N.E. CORNER 114 & I-35, NORTHLAKE, TEXAS 76226

THIS DOCUMENT IS  
FOR INTERM  
REVIEW ONLY AND  
NOT INTENDED TO  
BE USED FOR  
CONSTRUCTION,  
BIDDING OR PERMIT  
PURPOSES.

SHEET: PRM  
OF:  
JOB NO.: 074-15-0003  
DATE: 03-04-16  
REVISED:



## TRASH ENCLOSURE ELEV.

0 1' 2' 4' 8'  
1/4" = 1' - 0"





WEST ELEVATION  
TOTAL WALL AREA = 2300 S.F.  
TOTAL SIGN AREA = 68.6 S.F. (3%)

- EXTERIOR FINISH LEGEND**
- MASONRY FACE BRICK - MOD-STD OR THIN BRICK  
ACME "GARNET" / BLACKSON "CAMBRIDGE"  
AND/OR ENGLISH PUB THIN BRICK
  - SIMULATED STONE  
SIMILAR TO LONE STAR STONE,  
HILL COUNTRY CHALK  
(ROSA'S BLEND)
  - METAL ROOF & AWNINGS -  
SPANISH TILE ROOF -
  - STANDING SEAM - BERRIDGE MFG.  
SIM. TO SHERWIN WILLIAMS 6940 BISCA  
MONIER LIFTEL - TEJAS ESPANA  
COLOR: SAN CARLOS BLEND  
CONCEALED RED L.E.D. BY OWNER  
(CONCEALED IN EIFS COPING TRIM)
  - STUCCO (DARK)  
SHERWIN WILLIAMS  
6116 TATAMI TAN  
SAND FINISH. (DARK TAN)
  - STUCCO (MEDIUM)  
SHERWIN WILLIAMS  
6142 MACADAMIA  
SAND FINISH. (MEDIUM TAN)
  - STUCCO (LIGHT)  
SHERWIN WILLIAMS  
6385 DOVER WHITE  
SAND FINISH. (WHITE)  
COLUMNS, COPING & TRIM



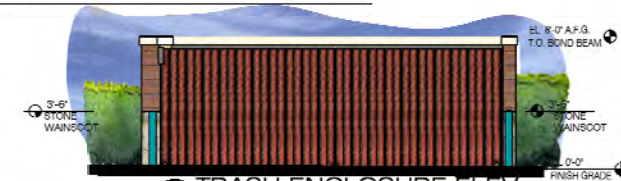
NORTH ELEVATION  
TOTAL WALL AREA = 1600 S.F.  
TOTAL SIGN AREA = 53.6 S.F. (3.3%)



SOUTH ELEVATION  
TOTAL WALL AREA = 1702 S.F.  
TOTAL SIGN AREA = 53.6 S.F. (3.1%)



FRONT & SIDE STORAGE ELEVATIONS



TRASH ENCLOSURE ELEV.



EAST ELEVATION  
TOTAL WALL AREA = 2200 S.F.  
TOTAL SIGN AREA = 53.6 S.F. (2.4%)

| WEST            | SF   | %    |
|-----------------|------|------|
| Mas. Stucco     | 1002 | 51%  |
| Stone           | 336  | 17%  |
| Brick           | 479  | 24%  |
| EIFS (Band)     | 158  | 8%   |
| MASONRY %       |      | 92%  |
| TOTAL           | 1975 | 100% |
| NORTH           | SF   | %    |
| Mas. Stucco     | 683  | 44%  |
| Stone           | 486  | 32%  |
| Brick           | 281  | 18%  |
| EIFS (Band)     | 91   | 6%   |
| MASONRY %       |      | 94%  |
| TOTAL           | 1541 | 100% |
| SOUTH           | SF   | %    |
| Mas. Stucco     | 680  | 46%  |
| Stone           | 362  | 25%  |
| Brick           | 304  | 21%  |
| EIFS (Band)     | 118  | 8%   |
| MASONRY %       |      | 92%  |
| TOTAL           | 1464 | 100% |
| EAST            | SF   | %    |
| Mas. Stucco     | 801  | 43%  |
| Stone           | 614  | 32%  |
| Brick           | 333  | 17%  |
| EIFS (Band)     | 162  | 8%   |
| MASONRY %       |      | 92%  |
| TOTAL           | 1910 | 100% |
| OVERALL MASONRY |      | 92%  |

PROJECT: PROTOTYPE 2009 SITE (C.R.R.F.R.)  
**ROSA'S CAFE**  
 TORTILLA FACTORY  
 NE CORNER 114 & I-35, NORTHLAKE, TEXAS 76226

SHEET: IMP1.1  
 OF 1IMP  
 DATE: 03-24-15  
 DRAWN BY: [Signature]



**TOWN OF NORTHLAKE, TEXAS  
RESOLUTION NO. 16-10**

**RESOLUTION AUTHORIZING NEGOTIATION OF A LEASE AGREEMENT FOR A PROPOSED LEASE SPACE OF PROFESSIONAL OFFICES FOR USE BY THE TOWN OF NORTHLAKE AS A TOWN HALL BUILDING AND FOR OTHER PUBLIC PURPOSES; RESOLVING OTHER MATTERS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Hahei, Ltd (the "Company"), owner of approximately twenty (20) acres of land (the "Land") within the Town limits and extraterritorial jurisdiction of the Town of Northlake, Texas (the "Town"), has requested the Town to respond to a letter of intent to build professional office space that the Town may use as a Town Hall building; and

**WHEREAS**, this Town Council has determined that it is in the best interest of the Town to undertake negotiations with the Company in order to provide for orderly and appropriate development of the Land; and

**WHEREAS**, the building concept plan for professional offices and Northlake Town Hall has been presented to this Town Council and the lease agreement will follow the interest of the concept plan; and

**WHEREAS**, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Local Government Code, now, therefore;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:**

**SECTION 1.** The Mayor of the Town of Northlake is hereby authorized to negotiate an agreement(s) with the Company that will provide for the Town's professional offices and Northlake Town Hall, the development of the Land for retail and office purposes, and the terms and conditions upon which the Town may agree to. The authority of the Mayor to negotiate such agreement shall be effective for ninety (90) days from the date hereof, unless otherwise provided by action of this Town Council. Any and all agreement(s) between the Town and the Company are subject to approval by the Town Council.

**SECTION 2.** The Town Attorney and Town Administrator will advise the Mayor as to the form and content of the lease agreement.

**SECTION 3.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED ON THIS THE 10<sup>TH</sup> DAY OF MARCH, 2016**

**TOWN OF NORTHLAKE, Texas**

\_\_\_\_\_  
**Peter Dewing, Mayor**

**Attest:**

\_\_\_\_\_  
Shirley Rogers, Town Secretary



February 18<sup>th</sup> 2016

The Town of Northlake

Attn: Peter Dewing, Mayor

1400 FM 407

Northlake, TX 76247

Re: Harvest Development

Dear Peter:

On behalf of Hahei LTD. (Landlord) is pleased to present the following Letter of Intent to The Town of Northlake or an affiliated entity (Tenant)

**Tenant:** The Town of Northlake

**Landlord:** Hahei LTD.

**Location:** NORTHLAKE CITY HALL & PROFESSIONAL OFFICES  
Lot 1, 5 Acres at FM 407, East of Cleveland Gibbs Road

**Premises:** Approximately 5000 sf to be located in Lot 1, 5 Acres at FM 407, East of Cleveland Gibbs Road

**Commencement:** Expected Lease Commencement Date shall occur 90-120 days following the delivery date or upon Tenants attainment of Certificate of occupancy, whichever is later.

**Project Completion:** It is estimated the project will be completed by first quarter of 2017.

**Use:** Tenant agrees that the Leased premises are to be used for the operation of general office.

**Exclusivity:** N/A

**Based Rent:** \$23.50 psf plus NNNs. (Base Rent Annual escalation at .50 psf)

**Term:** Five (5) years - Seven (7) years minimum.

**Operating Expense:** NNNs estimated at \$6.50 psf.

**Landlord:** Effective on the Lease Commencement Date, Landlord's responsibilities shall be limited to structural integrity of the roof, exterior walls, floor, floor slab, foundation, and other structural elements of the property.

**Tenant Allowance:** Landlord shall provide a Tenant Improvement Allowance in the amount of \$45.00 psf.

**Purchase:** N/A

**This Letter of Intent for Lease will expire March 18<sup>th</sup>. 2016**

This letter is only a Letter of Intent to lease space upon the terms set forth herein, is not a commitment or agreement by or on behalf of the Tenant and shall not be considered binding on Landlord or Tenant. The terms and conditions outlined are subject to mutual acceptance and legal review by both parties, as well as negotiation and execution of a mutually acceptable lease and accompanying documents. The lease and related transaction referred to herein shall be subject to such other terms and conditions as Landlord and Tenant shall deem necessary and appropriate.

Please call to discuss any comments or questions you may have. We would like to get a response from you no later than 5:00 PM CST on Friday, March 18<sup>th</sup>, 2016.

Sincerely,

---

Hahei LTD./ Jim Lancaster

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Peter Dewing, Mayor, The Town of Northlake

# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
CC: Shirley Rogers, Town Secretary  
Date: March 4, 2016  
Re: Mutual Termination Agreement between Town and Northlake Estates, L. P.

---

The Town of Northlake and the developer of North Ridge Estates, Northlake Estates, L. P., seek to mutually terminate the Community Facilities Contract as amended. The original agreement was entered into on November 12, 2003 and amended on November 12, 2006. Normally community facilities agreements concern public infrastructure built by the developer and set terms and conditions on the standards of the infrastructure and the acceptance of said infrastructure. When the infrastructure is accepted the agreement is terminated.

The contract with Northlake Estates, L. P. included a perimeter fence which is not public infrastructure. The conditions for the perimeter fence contradict both homeowners' association regulations and Town zoning ordinance. In addition the contract had no termination clause which is highly unusual. The developer has long ago met all the conditions of the contract.

Please contact me at 940.242.5701 if you have any questions or comments.



## **MUTUAL TERMINATION AGREEMENT**

This MUTUAL TERMINATION AGREEMENT ("Termination") is made and entered into this 10<sup>th</sup> day of February, 2016 by and between the Town of Northlake, Texas, a Texas Type A Municipality ("Town"), and Northlake Estates, L.P., a Texas Limited Partnership ("Developer"), (collectively, the "Parties").

### **I. RECITALS**

WHEREAS, on November 12, 2003, Town and Developer entered into a certain Community Facilities Contract No. 03-01 ("Original Contract"), attached hereto as Exhibit "A," and on November 12, 2006, the Parties entered into an amendment to the Original Contract, attached hereto as Exhibit "B," related to property within the Town known as North Ridge Estates Addition (the "Property") whereby Developer was required to build and install certain public and private improvements and amenities; and

WHEREAS, Developer has completed construction of the required improvements and amenities and all requirements of the Original Contract and amendment thereto have been satisfied; and

WHEREAS, the property that was the subject of the Original Contract is governed by a duly enacted Declaration of Covenants, Conditions, and Restrictions for Northlake Estates, as amended, that became effective March 24, 2005 and by the Town's applicable ordinances and regulations; and

WHEREAS, the Town and Developer hereby mutually agree to terminate said Original Contract and all amendments thereto; and

WHEREAS, the Town and Developer mutually agree that the Declaration of Covenants, Conditions, and Restrictions for Northlake Estates and the Town's applicable ordinances and regulations shall govern the Property; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties hereto, the Town and Developer agree as follows:

### **II. TERMS**

1. The above recitals are hereby adopted and incorporated into the body of this Termination as if fully set out herein.
2. The Original Contract and amendment thereto (attached as Exhibits "A" and "B") are hereby terminated and neither party shall have any further legal obligations thereunder.
3. The Town and Developer release and forever discharge any and all liabilities that have arisen or may arise from the Original Contract and amendment thereto, and the Town and Developer waive any and all claims or right to assert any claim which have arisen or may arise from the Original Contract, as amended, prior to the effective date of this Termination.

4. The Town and Developer agree and understand that neither party shall bear any costs related to this Termination.

**EXECUTED** by a duly authorized representative of the Developer and the Town to be effective on the date first mentioned herein.

**TOWN OF NORTHLAKE**

\_\_\_\_\_  
By: Peter Dewing  
Title: Mayor of the Town of Northlake, Texas

Date: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
By: Shirley Rogers  
Title: Town Secretary of the Town of Northlake, Texas

STATE OF TEXAS           §  
COUNTY OF DENTON    §

This instrument was acknowledged before me on the \_\_\_\_ day of February, 2016, by Peter Dewing, Mayor of the Town of Northlake, Texas on behalf of said Town.

\_\_\_\_\_  
Notary Public, State of Texas

**DEVELOPER**

**NORTHLAKE ESTATES, L.P.,  
A TEXAS LIMITED PARTNERSHIP**

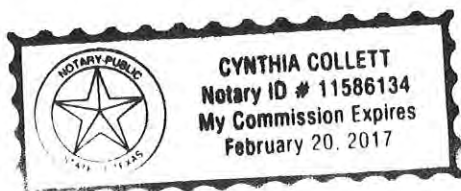
By: Mehrdad Moayed

Name: Mehrdad Moayed  
Title: General Partner

Date: 2/10/16

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 10 day of February, 2016, by Mehrdad Moayed, General Partner of Northlake Estates, LP, a Texas Limited Partnership and acknowledged that he is authorized by said entity to execute the foregoing Termination on behalf of said entity.



Cynthia Collett  
Notary Public, State of Texas

**EXHIBIT A**

**Original Contract**



revised  
11/13/03

TOWN OF NORTHLAKE  
COMMUNITY FACILITIES CONTRACT  
FOR NORTH RIDGE ESTATES ADDITION  
COMMUNITY FACILITIES CONTRACT NO. 03-01

This Contract is entered into on the 12<sup>th</sup> day of November, 2003, by and between the TOWN OF NORTHLAKE, TEXAS, (hereafter known as the "Town"), and Northlake Estates, LP, a Texas Limited Partnership corporation, (hereafter known as the "Developer").

WHEREAS, the Developer is the owner of land which has been platted as North Ridge Estates Addition to the Town of Northlake, Denton County, Texas, (hereafter referred to as the "Subdivision"); and

WHEREAS, the Developer is required to install certain public and private improvements and amenities as required in this Contract (hereinafter referred to as the "Improvements") in order to serve the lots within the Subdivision; and

WHEREAS, this Contract shall operate as a covenant running with the land and shall be binding upon the Developer and its successors, heirs, representatives, grantees, trustees, officers, agents, servants, employees, and assigns.

NOW, THEREFORE, the Town and the Developer, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

I. GENERAL REQUIREMENTS

A. PUBLIC IMPROVEMENTS

1. **Constructed by developer; plans.** The improvements, whether on-site or off-site, including streets, water lines, , drainage, , traffic signals (if warranted by developer funded traffic engineering study), street lighting (by arrangement by the developer with the electric company), street signs (by payment to the Town for installation cost), and all other required improvements for the subdivision, shall be installed by the developer at no cost to the Town, unless otherwise provided herein, and shall be in accordance with the subdivision regulations and all specifications and regulations of the Town, and the engineering plans as approved by the town engineer or his agent. The developer shall submit three sets of final-approved engineering plans to the Town at the time of execution of this contract. The final-approved engineering plans shall become a part of this contract. A true and correct copy of the approved engineering plans are attached hereto as Exhibit "A," and incorporated herein by reference the same as if set forth fully at length. The plans shall have a cover sheet with this Community Facilities Contract number and a signature block for the mayor and the town engineer.

2. **Construction contractor.** The developer shall employ a construction contractor that meets town and statutory requirements for being bonded and insured; has acceptable prior work experience approved by the town engineer; has financial resources which would enable the contractor to be capable of performing the work; and is qualified in all respects to bid on public projects and do work on public streets. The developer shall notify the town engineer of the contractor selected and provide a copy of the signed contract bid, along with all supporting documents. The improvements shall be installed within all applicable time frames in accordance with the subdivision regulations unless otherwise approved herein.

3. **Civil Engineer.** 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 (hereinafter referred to as the "engineering plans") for the construction of the improvements. The engineering plans shall include any engineering studies, plan/profile sheets, and other construction documents for the improvements.

4. **Preconstruction conference.** Construction of the improvements shall not be initiated until a pre-construction conference has been conducted regarding the proposed construction. Further, the developer will give a minimum of 48 hours written notice to the town engineer, indicating the time and date that construction will commence.

5. **Inspection by Town.** The developer shall not backfill or cover any storm drain, or water pipe unless a town inspector is present and gives his consent to proceed. Further, no service lines of water mains shall be connected to any building until the water and sewer mains have been completed, inspected, and accepted by the Town. The developer will reimburse the Town for overtime worked by town personnel in performing project inspection.

6. **Review by Town Engineer.** Construction of all public improvements shall be subject to routine review by the town engineer or his agent to evaluate conformance with the engineering plans, project specifications, and town standards. However, such review and evaluation shall not relieve the developer, its engineer, and/or agent of responsibility for the design, construction, and maintenance of the improvements.

7. **As-built plans or "Record Drawings."** Upon completion of construction of the improvements that are required by this contract and the subdivision regulations, the developer shall deliver to the Town the following items of as-built construction plans for the improvements constructed or engineered by the developer.

- a. One set of "as-built plans;" and
- b. One set of "as-built reproducible plans."



B. **CONSTRUCTION BONDS.** Prior to initiating any construction of the improvements, the developer's contractors shall provide the Town with one original and one quality copy of the following construction bonds, which shall name the Town (or developer as noted) as beneficiary:

1. **Performance bond (developer beneficiary).** A good and sufficient performance bond is an amount equal to one hundred percent of the total contract price (between the developer and the prime contractor), guaranteeing the full and faithful execution of the work and performance of this Contract and for the protection of the Town against any improper execution of the work or the use of inferior materials. The performance bond shall guarantee completion of the improvements within two years of execution of this contract

2. **Payment bond (developer beneficiary).** A good and sufficient payment bond is an amount equal to one hundred percent of the total contract price (between the developer and prime contractor), guaranteeing payment for all labor, materials, and equipment used in the construction of the improvements.

3. **Maintenance bond (Town beneficiary).** A good and sufficient maintenance bond is an amount equal to ten percent of the total cost of the improvements, including all change orders guaranteeing the maintenance in good condition of the improvements for a period of two years from and after the date that a letter of acceptance is issued by the Town indicating that the improvements have been completed by the developer and accepted by the Town.

Each of the above bonds shall be in a form acceptable to the Town. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the Town shall retain the right to reject any surety company for any work under this contract regardless of such company's authorization to do business in the State of Texas. Approval by the Town shall not be unreasonably withheld or delayed.

C. **DEVELOPER COSTS.** The developer agrees to pay the following:

1. Construction inspection and administration fees equal to four percent of the cost of construction of the improvements to be paid prior to construction of each phase and based on actual bid construction cost. The developer hereby agrees to provide the Town with a copy of each contract bid that the developer has awarded for the installation of the improvements;

2. Cost of Portland cement concrete or hot mix asphaltic concrete mix design and batch plant control;

3. The additional charge for inspections on Saturdays, Sundays, holidays, and after normal working hours;

4. Initial soil density tests on trenches, roadway subgrade, fill areas, or other areas as required;

5. Any charges for re-testing as a result of failed tests;
6. Initial concrete cylinder or beam testing and concrete coring samples; and
7. Technician's time for initial testing as noted above.
8. Cost of testing related to water and sewer line pressure adequacy and waterline sterilization;
9. The required costs of main installation or adjustments for street lighting or other utilities or entities for the subdivision which are charged by public utility companies (Lone Star Gas Company, Southwestern Bell Telephone Company, TU Electric Company, or other utilities or other entities which are affected by the subdivision or related work).

D. TOWN COSTS. The Town agrees to bear the expense of:

1. None

## II. FACILITIES TO BE INSTALLED

ON-SITE WATER. The developer agrees to install water facilities in the form of a water well pump station and distribution system to service lots in the subdivision as shown on the final plat of the subdivision. The Town agrees to provide temporary water service to individual lots at the developer's request and expense, for construction, testing and irrigation purposes only, during the construction of homes, even though sanitary sewer services may not be available to the homes. The developer will be charged at the normal rate for all water used as measured by a temporary or permanent meter.

OR

The developer agrees to install water facilities in the form of a distribution system only with water provided by the Town of Northlake by the Upper Trinity Regional Water District transmission system to service lots in the subdivision as shown on the final plat of the subdivision. The Town agrees to provide temporary water service to individual lots at the developer's request and expense, for construction, testing and irrigation purposes only, during the construction of homes, even though sanitary sewer services may not be available to the homes. The developer will be charged at the normal rate for all water used as measured by a temporary or permanent meter.

B. DRAINAGE. The developer hereby agrees to construct the necessary drainage facilities within the subdivision. The developer hereby agrees to fully comply with all TCEQ 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 the Town. The developer hereby agrees to comply with all provisions of the Texas Water Code.

C. STREETS.



1. Street construction in the subdivision shall conform to the requirements in the subdivision regulations of the Town or as approved by the Town per the plat and construction plan approval.

2. The developer will be responsible for arranging with the electric company and paying any related costs for installation at locations approved by the town engineer.

3. The Town will be responsible for installation of all regulatory signs recommended by the Manual on Uniform Traffic Control Devices and as directed by the town engineer. It is understood that the developer with town approval may put in signs having unique architectural features, however, should the signs be moved or destroyed by any means, the Town shall only be responsible for replacement of standard signs.

4. All water and storm drainage utilities which are anticipated to be installed within the streets or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of the street in which the utility improvements have been placed or for which they are programmed. 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. The developer hereby agrees to advise the town engineer as quickly as possible when such a need has been identified and to work cooperatively with the Town to make sure such utility change in a manner that will be least disruptive to street construction or stability.

5. The developer shall contribute to the Town \$310,242.00 for the Town's improvement of Florance Road in lieu of construction of 1/2 of M4D roadway section concurrent with the payment of all permitting fees required for issuance of the Construction Permit.

D. ON-SITE SANITARY SEWER FACILITIES. Onsite sanitary sewer facilities shall be constructed on each lot individually as building construction begins. These facilities are to be onsite aerobic systems, per individual lot.

E. AMENITIES. It is understood that the subdivision may incorporate a number of unique amenities and aesthetic improvements such as aesthetic ponds and lakes, unique landscaping, walls, street furniture, etc. and may incorporate specialty signs and accessory facilities. The developer agrees to accept responsibility for the construction and maintenance of all such amenities or specialty items until such responsibility is turned over to a homeowners association. It is further understood and agreed that only those amenities or specialty items listed in this section may be constructed and it is further agreed that no such amenities or specialty items may be constructed within the public right-of-way. The developer also agrees to maintain these amenities until such responsibility is turned over to a homeowners association. The Town shall not be responsible for the replacement of these amenities under any circumstances. The developer, its successors, and assigns, agree to indemnify and hold harmless the Town from any and all damage, loss, or liability of any kind whatsoever by reason of injury to



property or third persons occasioned by these amenities and the developer, its successors, and assigns shall, at its own cost and expense, defend and protect the Town against all such claims and demands.

For this subdivision, these items include:

Screening Wall plans as submitted and approved by the Town Planner at the time of the approval of the Preliminary Plat. A true and correct copy of said Screening Wall plans are attached hereto as Exhibit "B," and incorporated herein by reference the same as if set forth fully at length herein.

F. STREET NAME SIGNS. The Town will purchase and install all street name signs in the subdivision. Street names shall have a maximum of twelve characters. The developer shall pay a fee to offset this cost based upon the approved fee schedule prior to Community Facilities Contract approval.

G. SIDEWALKS. Sidewalks are not required as part of the project pavement cross section as approved by the Town of Northlake. Sidewalks for the perimeter roads (Florence Road and FM 407) shall be included in the estimated escrow.

### III. DEVELOPMENT FEES

PARK FEES/LAND DEDICATION. The developer agrees to dedicate land for parks or pay park dedication fees in conformance with the subdivision regulations of the Town. The developer has dedicated 1.3 acres of land by special warranty deed to the Town of Northlake.

### IV. MISCELLANEOUS PROVISIONS

A. PUBLIC FACILITIES TO BE PROVIDED BY THE TOWN. The Town makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the Town to supply water and wastewater services is subject to the Town's water and wastewater system capacity. The Town shall be the sole judge of the availability of the capacity to supply water and/or wastewater services; provided, however, that the Town will use its best efforts to insure that water supply and wastewater treatment capacity is available.

#### B. INDEMNIFICATION

1. LIABILITY FOR DESIGN. APPROVAL BY THE TOWN ENGINEER OR OTHER EMPLOYEE OF ANY PLANS, DESIGNS, OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS CONTRACT SHALL NOT CONSTITUTE OR BE DEEMED TO BE AN ASSUMPTION OF RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, ITS COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS FOR THE IMPROVEMENTS, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE TOWN ENGINEER SIGNIFIES THE TOWN'S APPROVAL OF ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS



CONNECTION, THE DEVELOPER SHALL FOR A PERIOD OF TWO YEARS AFTER THE ACCEPTANCE BY THE TOWN OF THE COMPLETED IMPROVEMENTS, INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY, CLAIM, OBLIGATION, PENALTY, CHARGE, COST, OR EXPENSE INCLUDING PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, TO ANY AND ALL PERSONS, WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY, OR NEGLIGENCE OF THE ENGINEER'S DESIGN AND

SPECIFICATIONS INCORPORATED INTO ANY OF THE IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT SUCH LOSS, DAMAGE, LIABILITY, CLAIM, OBLIGATION, PENALTY, CHARGE, COST, OR EXPENSE IS CAUSED IN PART BY THE TOWN, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT ITS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE TOWN, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEY'S EXPERT WITNESSES AND CONSULTANTS), AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM IN CONNECTION HERewith.

2. LIABILITY FOR CONSTRUCTION. THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE TOWN, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL LOSSES, DAMAGE, LIABILITIES, CLAIMS, OBLIGATIONS, PENALTIES, CHARGES, COSTS, OR EXPENSES OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THIS CONTRACT OR THE CONSTRUCTION OF THE IMPROVEMENTS OR THE FAILURE TO SAFEGUARD CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER OR ITS CONTRACTORS OR SUBCONTRACTORS, THEIR OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE TOWN, WHETHER OR NOT SUCH LOSSES, DAMAGES, LIABILITIES, CLAIMS, OBLIGATIONS, PENALTIES, CHARGES, COSTS, OR EXPENSES ARE CAUSED IN PART BY THE TOWN, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

C. FINAL ACCEPTANCE OF INFRASTRUCTURE. The Town will not issue a letter of acceptance until the improvements are completely constructed (final completion) to the satisfaction of the town engineer or his agent. However, upon substantial completion, a "punch list" of outstanding items shall be presented to the developer's contractors indicating those outstanding items and their deficiencies that need to be addressed for final completion of the improvements.



Upon issuance of a letter of acceptance, title of the improvements shall be vested in the Town and the developer hereby relinquishes any right, title, or interest in and to the improvements or any part thereof. It is understood and agreed that the Town shall have no liability or responsibility in connection with the improvements until the letter of acceptance is issued.

D. EROSION CONTROL. During construction of the subdivision and after the streets have been installed, the developer agrees to keep the streets free from soil build-up. The developer agrees to use soil control measures such as hay bales, silt screening, hydromulch, etc., to prevent soil erosion. It will be the developer's responsibility to present to the town engineer a soil control development plan that will be implemented for the subdivision. When, in the opinion of the town engineer, there is sufficient soil buildup on the streets or other drainage areas and notification has been given to the developer, the developer will have 72 hours to clear the soil from the streets or affected areas. If the developer does not remove the soil from the streets or other areas within 72 hours, the town may cause the soil to be removed either by contract or town forces and place the soil within the subdivision at the developer's expense. All expenses must be paid to the town prior to issuance of a letter of acceptance for the improvements.

E. MOWING. The developer and any third party independent entity engaged in the construction of houses, (hereinafter referred to as the "builder"), will be responsible for mowing all grass and weeds and otherwise reasonably maintaining the aesthetics of all land and lots in the subdivision which have not been sold to third parties. After 15 days written notice, should the developer or the builder fail in this responsibility, the town may contract for this service and bill the developer or the builder for reasonable costs. Should such cost remain unpaid for 60 days after notice, the town can file a lien on the property so maintained.

F. COMPLIANCE WITH LAWS. The developer hereby agrees to comply with all federal, state, and local laws that are applicable to development of the subdivision.

G. VENUE. Venue for any action brought hereunder shall be in Denton County, Texas.

H. ASSIGNMENT. This contract or any part hereof or any interest herein shall not be assigned by the developer without the express written consent of the mayor, which consent shall not be reasonably withheld.

I. WAIVER. The developer expressly acknowledges that be entering into this contract, the developer, its successors, heirs, assigns, vendors, grantees, trustees, and/or representatives, shall never construe this contract as waiving any of the requirements of the zoning ordinance, subdivision regulations, or any other ordinance of the town.

J. AMENDMENTS. This contract may be changed or modified only with the written consent of both the developer and the town council of the town.

K. LIEN AND ASSESSMENTS. In the event the developer fails to comply with any of the provisions of this contract, the town shall be authorized to cease issuance of any



further certificates of occupancy or building permit on property owned by the developer. Should the developer fail to complete the construction of the improvements in addition to any other remedy authorized by this contract or law, the town shall be authorized to complete such construction and file a mechanic's lien against the developer's property; or in the alternative, to levy an assessment against the developer's property for public improvements, in accordance with applicable state law.

L. CONTINUITY. This contract shall be a covenant running with the land and shall be binding upon the developer, its successors, heirs, assigns, grantees, trustees, and/or representatives.

M. SEVERABILITY. The provisions of this contract are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this contract, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the remainder of this contract shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties of this contract to accomplish the parties' original intent as nearly as possible.

IN WITNESS WHEREOF, each of the parties hereto has caused this contract to be executed by its undersigned duly authorized representative as of the date hereinabove first mentioned.

Northlake Estates, LP  
A Texas Limited Partnership CORPORATION

THE TOWN OF NORTHLAKE  
A MUNICIPAL CORPORATION

By: [Signature]  
Mehrdad Moayedi, General Partner  
Name, Title Pars Investments, Inc.  
a Texas corporation

By: [Signature]  
Mayor

Date: 11-12-03

Date: 2-2-04



CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS       §

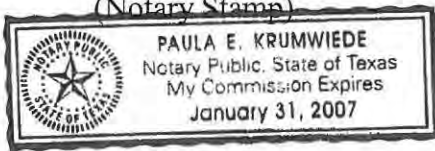
§

COUNTY OF DENTON       §

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Mehrdad Moayed, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the General Partner of said Northlake Estates, a Texas Limited Partnership and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12<sup>th</sup> day of November, 2003.

(Notary Stamp)



Paula E. Krumwiede

Notary Public in and for the State of Texas

EXHIBIT ~~A~~ B

**SCREEN WALL & FENCING**  
FOR  
**NORTH RIDGE ESTATES**  
IN  
THE TOWN OF NORTHLAKE E.T.J.

Centurion American Custom Homes, Inc.  
1905 Industrial Boulevard  
Colleyville, TX 76034  
817-421-3040

Belcheff & Associates, Inc.  
1200 South White Chapel, Suite A  
Southlake, TX 76092  
817-421-4891

Town Engineer

Municipal Planning Resources Group, Inc.  
1161 S.W. Wilshire Boulevard  
Burleson, TX 76028  
817-295-2700

Town Planner

December 11, 2001

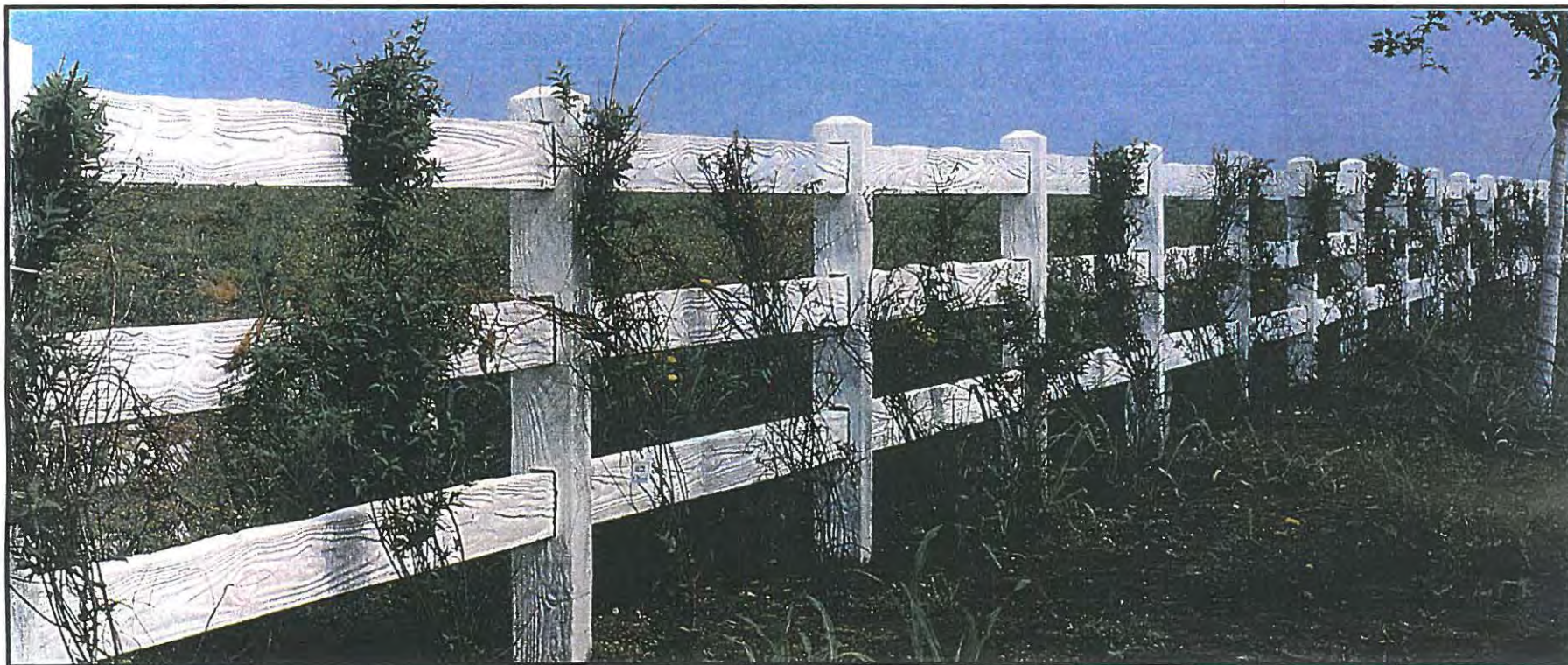
**CARTER & BURGESS, INC.**  
777 Main Street  
Fort Worth, Texas 76102  
(817) 735-6000

C&B NO. 010705 010

# **SCREEN WALL AND FENCING PLAN**



## **SPLIT RAIL FENCE**

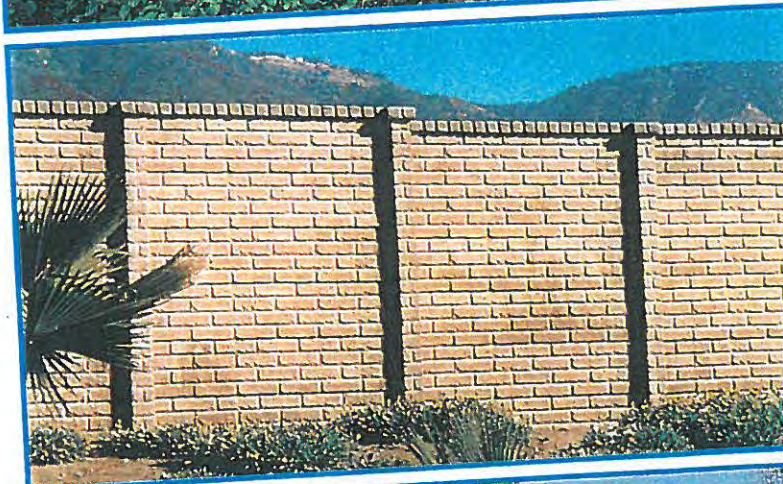


## Proposed Split Rail Fence Along Florence Road

See attached manufacturer's brochure.

**Carter Burgess**







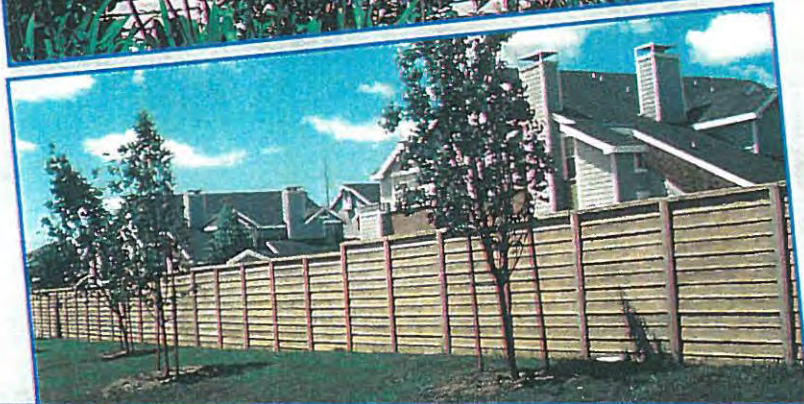
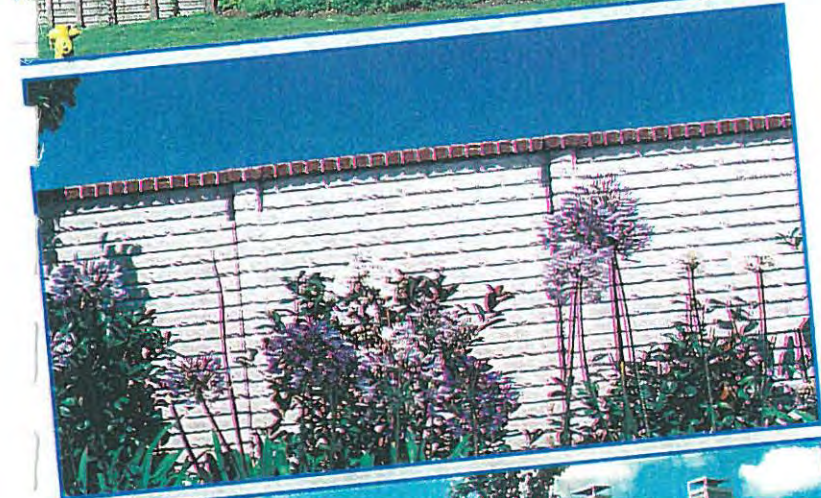
## WOODCRETE® AND BRICKCRETE®

The Systems consist of concrete posts, panels and rails. Steel reinforced and integrally colored, each component is precision molded to achieve the greatest definition of texture on both sides, creating the visual impact of crafted wood and used brick.

1 by 5 foot panels slide down the track between the I shaped posts. After the bottom panel is carefully leveled, the subsequent panels interlock with one another. The top panel is then crowned with a caprail for a finished look.

Unique to the industry, the panels feature our exclusive tongue and groove interlock which makes it possible for the panels to join invisibly, therefore, there's no distinction where the individual panels meet.

Woodcrete and Brickcrete Wall Systems offer design flexibility that is compatible with any architectural or landscape style. Painting isn't necessary, yet is an option to match or accent any color scheme. Woodcrete lattice or wrought iron can be easily interchanged with panels to complement fence design.

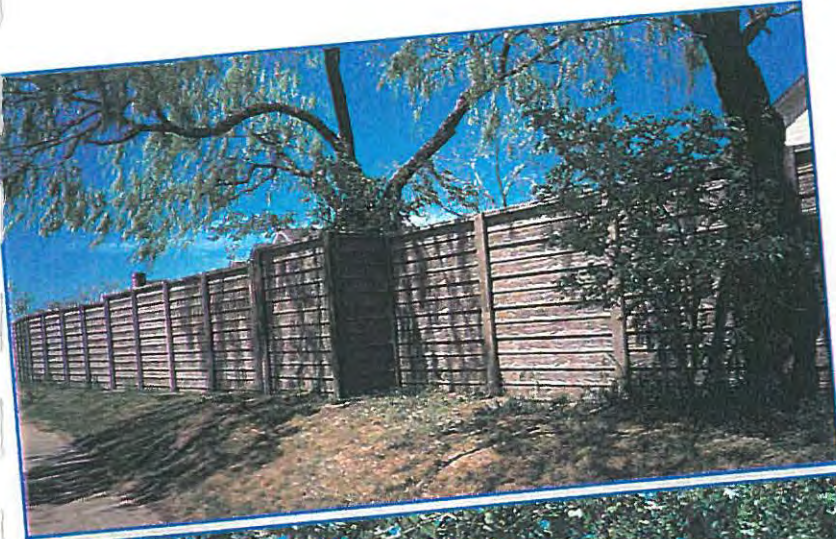




## WOODCRETE® WALL SYSTEM

Combines the beauty of a wood fence with the durability of concrete. Because it is strong and enduring, miles of the system have been successfully installed as:

|                             |                                |
|-----------------------------|--------------------------------|
| PERIMETER WALLS             | POOL AND PATIO SCREENS         |
| PROPERTY LINE DIVIDERS      | TRASH AND EQUIPMENT ENCLOSURES |
| SECURITY AND PRIVACY FENCES | PLANTER BOXES                  |
| HIGHWAY SOUND BARRIERS      | COMMUNITY MONUMENT WALLS       |
| LANDSCAPE WALLS             |                                |

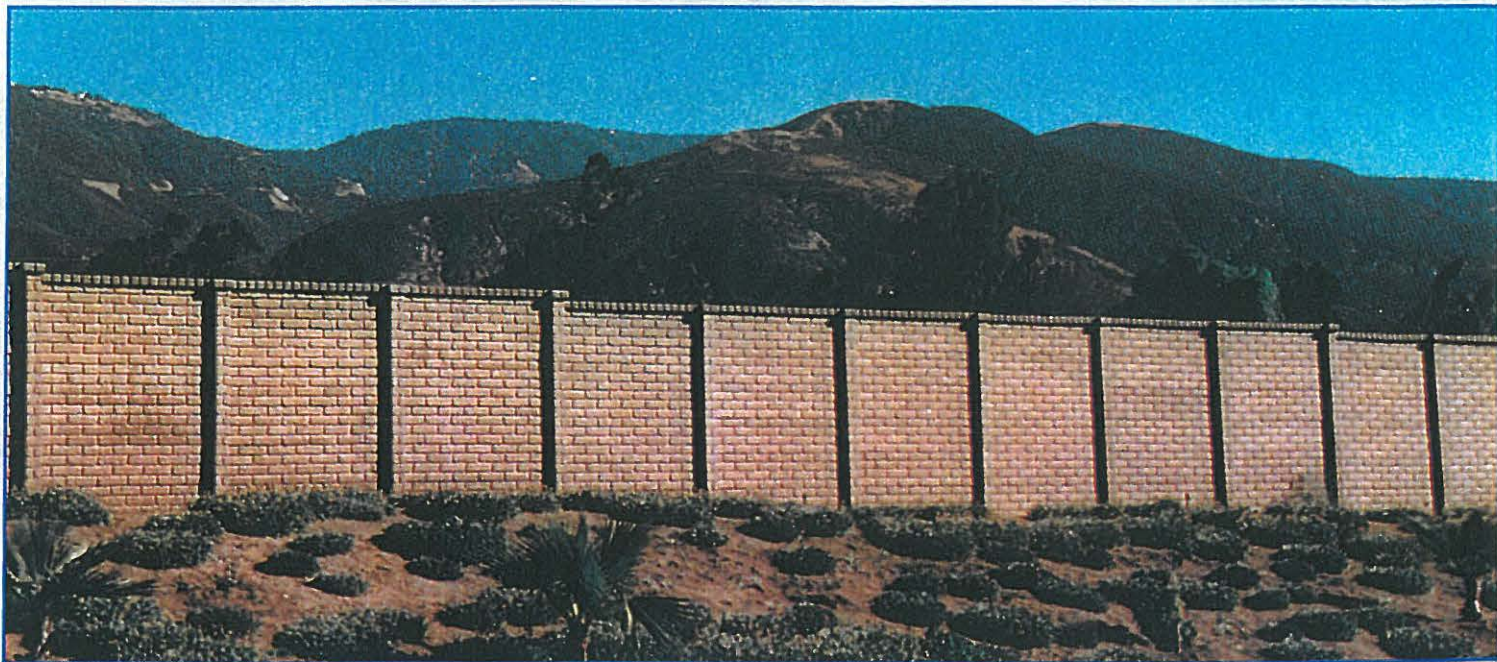




## BRICKCRETE® WALL SYSTEM

Over the years, used brick treatments have continually added a sense of warmth and everlasting value to homes. Brickcrete captures the aesthetic qualities of used brick in economical precast concrete.

Using a special manufacturing process, our concrete panels are chipped and pitted so that the surface assumes the character of a used brick and mortar wall. Color variation is achieved with the use of a two-colored concrete mix. The mortar lines are detailed during the manufacturing process. After placing the top panel, the Brickcrete cap is affixed to complete the traditional motif.



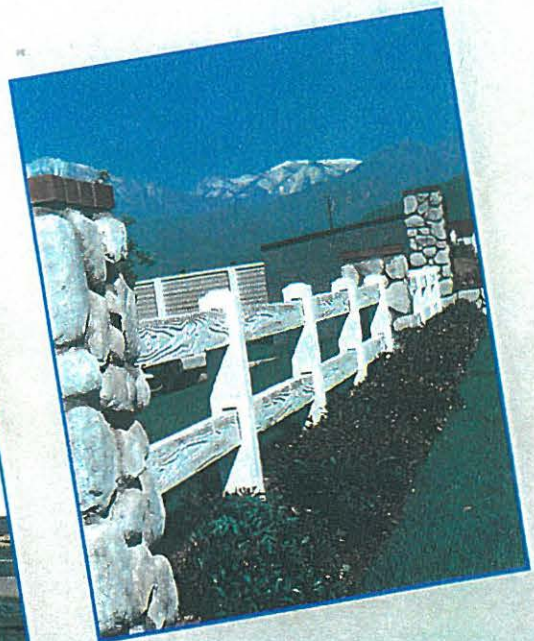


## WOODCRETE® RAIL SYSTEM

Features a rugged woodgrain texture on all sides of the posts and rails, including the distinctive post tops. The traditional beauty of the system makes it ideal for estates and ranches, bridle trails, homes, golf courses, parks and livestock corrals. Although uniform integral color is standard, once installed, the fence can be easily painted.

Steel reinforced rails and posts will not deteriorate and the system is safe from horse chewing and termites.

The Woodcrete Rail System is available in two, three or four rail heights.

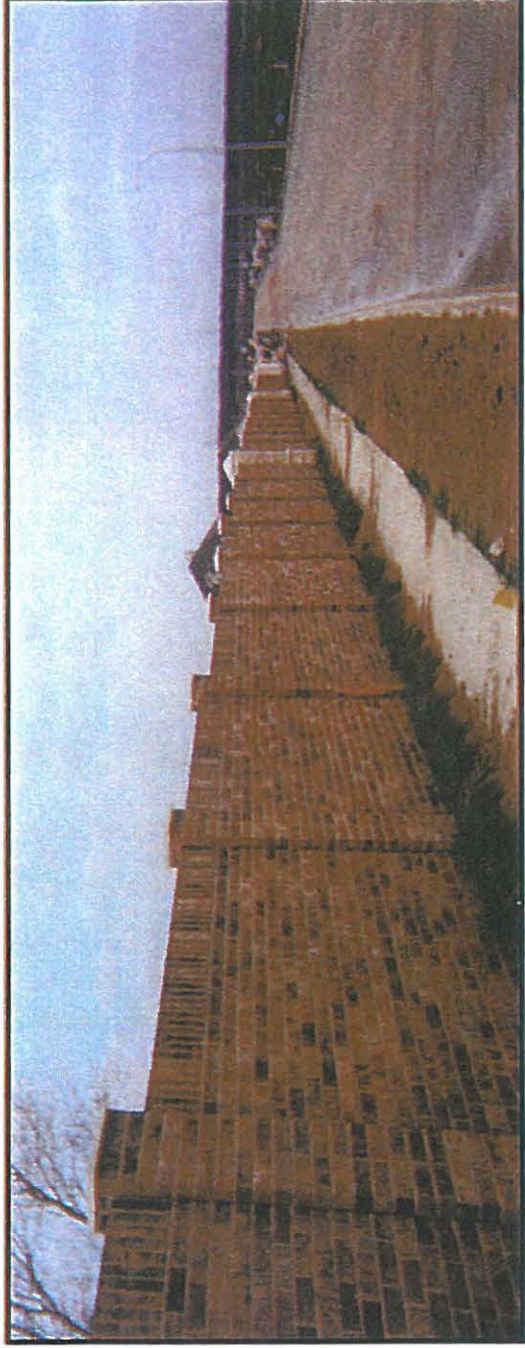




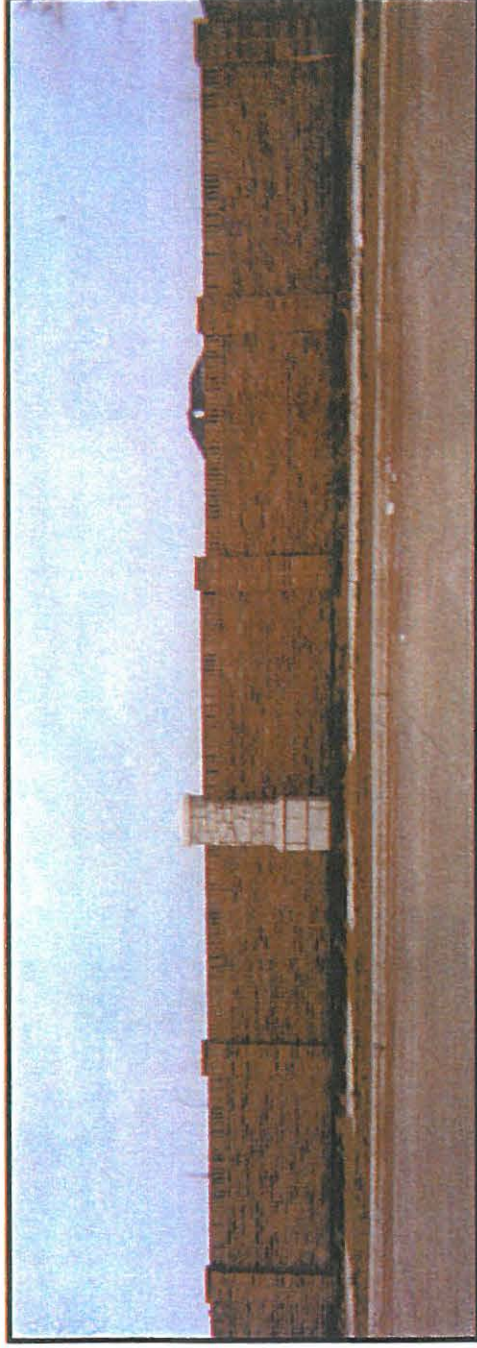


## **BRICK SCREEN WALL**



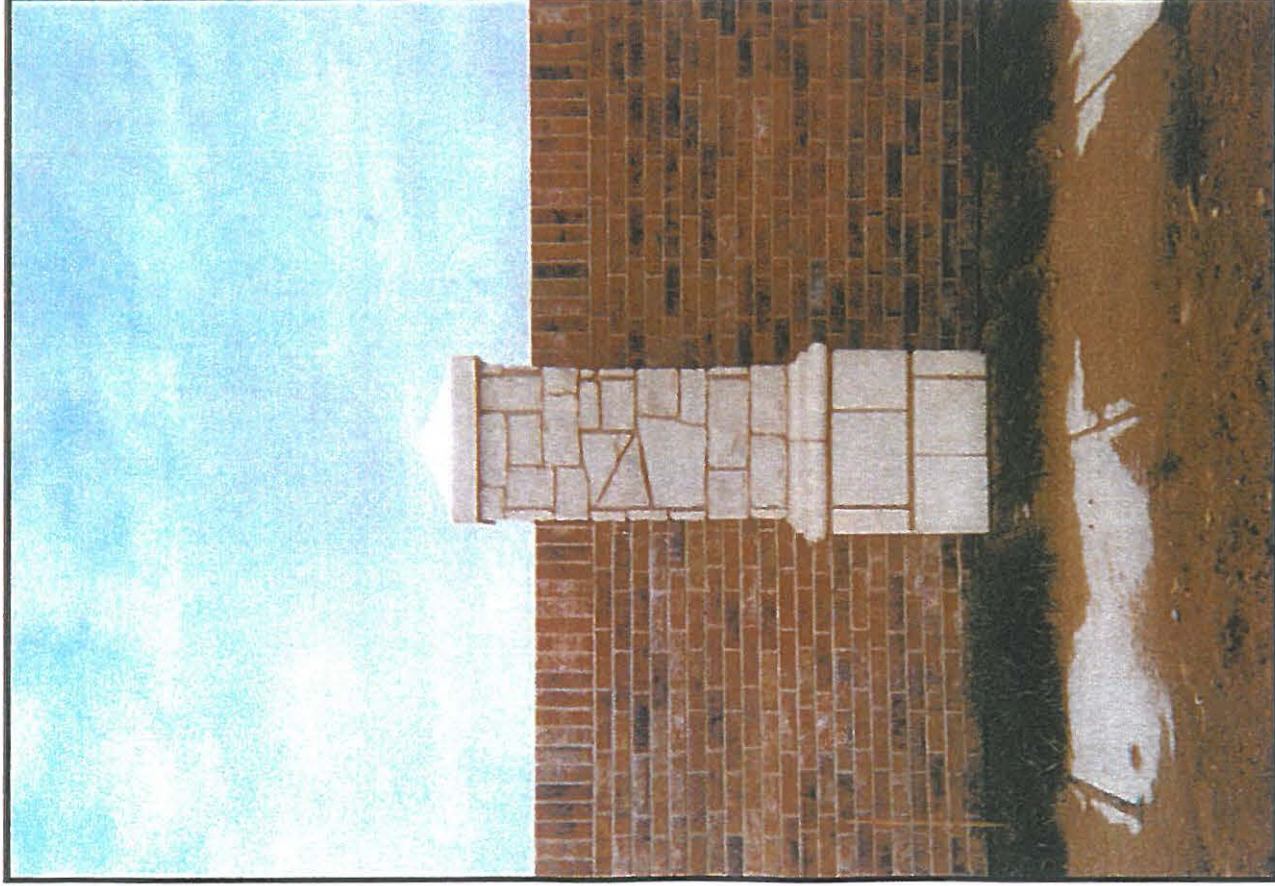


## Proposed Brick Screen Wall Along FM407

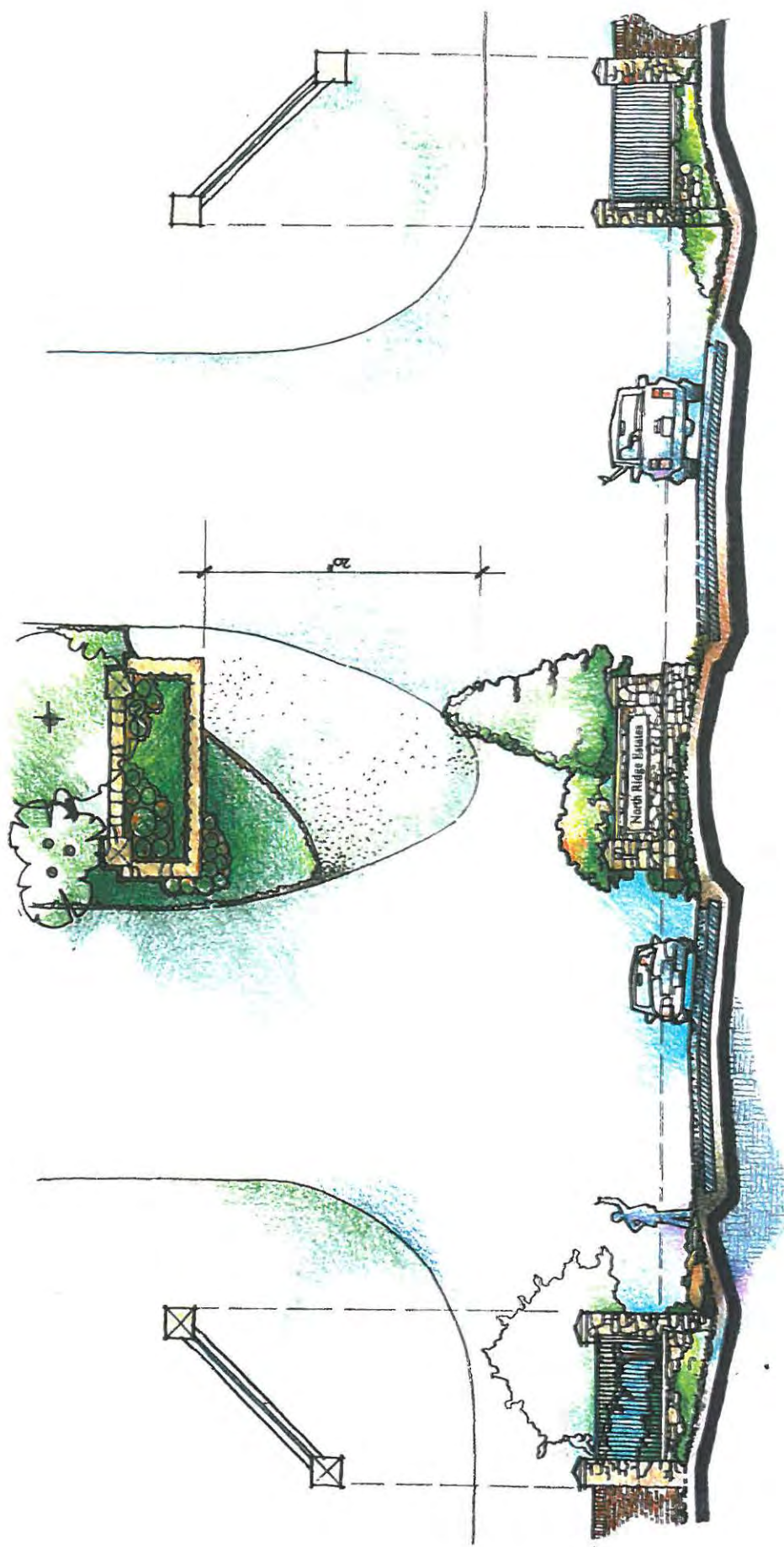




# Proposed Screen Wall Column

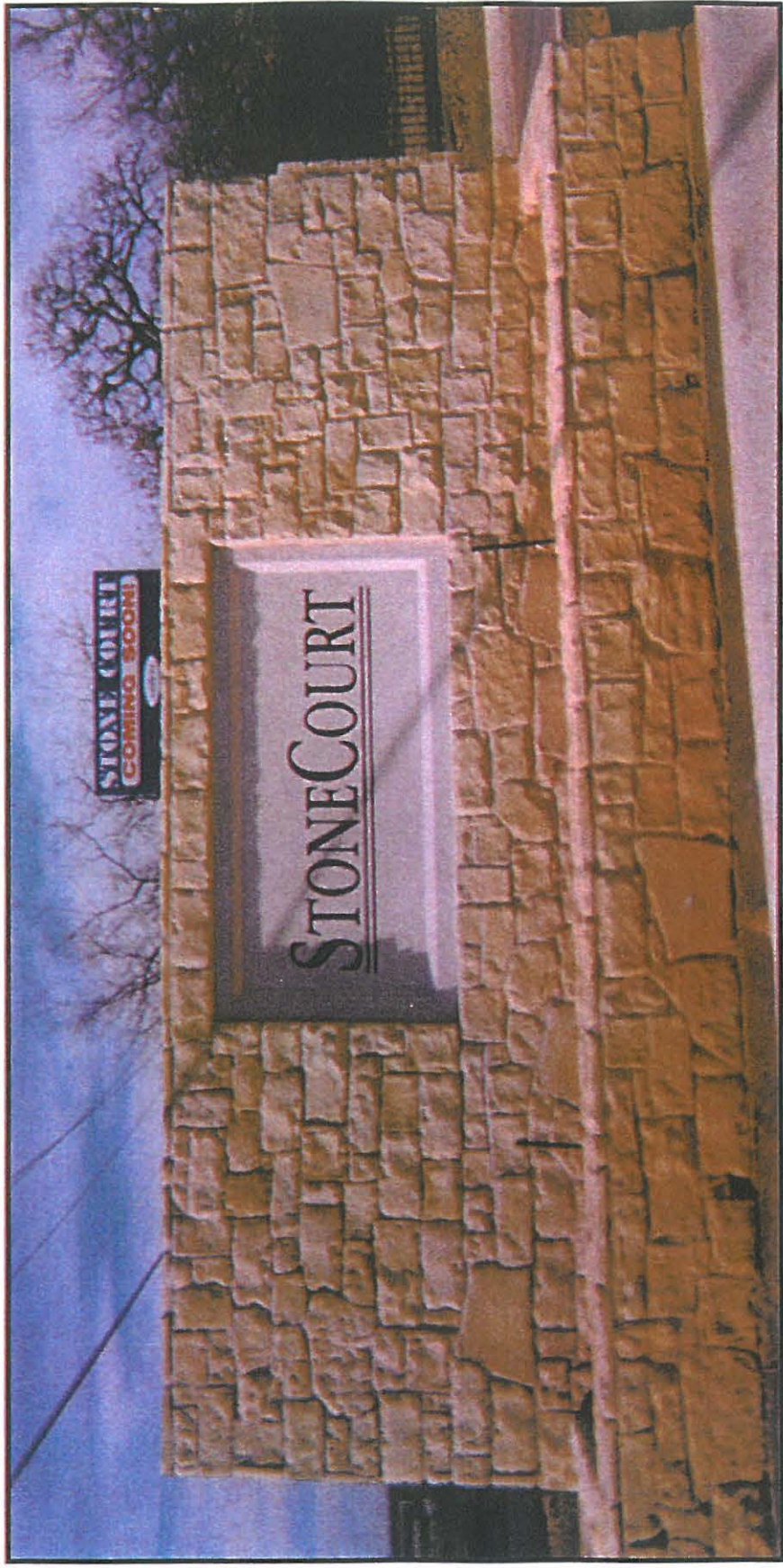


## **ENTRANCE MONUMENT EXAMPLE**



North Ridge Estates





## Example of Similar Entrance Monument

**EXHIBIT B**

**First Amendment to Original Contract**

**TOWN OF NORTHLAKE  
AMENDMENT NUMBER ONE  
TO COMMUNITY FACILITIES CONTRACT NO. 03-01  
FOR NORTH RIDGE ESTATES ADDITION**

**WHEREAS**, on the 12th day of November, 2003, the Town of Northlake, Texas ("Town") and Northlake Estates, L.P., a Texas limited partnership, ("Developer") entered into a Community Facilities Contract for North Ridge Estates Addition to the Town of Northlake, Denton County, Texas (the "Addition") for the installation of certain public facilities and improvements located therein; and

**WHEREAS**, the Town and the Developer have agreed to amend the original Community Facilities Contract to provide specific information and requirements regarding the perimeter screening and the installation of the six foot wood fence along the perimeter of the Addition, as provided in this amendment; and

**WHEREAS**, the original Community Facilities Contract No. 03-01 dated November 12, 2003, shall otherwise remain in full force and effect.

**NOW, THEREFORE**, in consideration of the terms, conditions and covenants contained herein, the parties mutually agree to amend the original Community Facilities Contract as follows:

**I.**

Paragraph E. "AMENITIES" of Section II "FACILITIES TO BE INSTALLED" of the original Community Facilities Contract, is hereby deleted in its entirety and shall be replaced with the following:

- E. AMENITIES. It is understood that the subdivision may incorporate a number of unique amenities and aesthetic improvements such as aesthetic ponds and lakes, unique landscaping, walls, street furniture, etc. and may incorporate specialty signs and accessory facilities. The developer agrees to accept responsibility for the construction and maintenance (unless provided for below) of all such amenities or specialty items until such responsibility is turned over to a homeowners association or as provided for below. It is further understood and agreed that only those amenities or specialty items listed in this section may be constructed and it is further agreed that no such amenities or specialty items may be constructed within the public right-of-way. The developer also agrees to maintain these amenities until such responsibility is turned over to a homeowners association. The Town shall not be responsible for the replacement of these amenities under any circumstances. The developer, its successors, and assigns, agree to indemnify and hold harmless the Town from any and all damage, loss, or liability of any kind whatsoever by reason of injury to property or third persons occasioned by these amenities and the developer, its successors, and assigns shall, at its own cost and expense, defend and protect the Town against all such claims and demands.



For this subdivision, these items include:

Perimeter Screening Walls/Fences to be constructed in locations as depicted on the Screening Wall and Fencing Plan for North Ridge Estates, attached hereto as Exhibit "B". The three types of fences to be constructed are as follows:

Brick Screening Wall at the FM 407 perimeter shall be constructed by Developer, at its sole cost and expense, according to the attached details, and dedicated to the Homeowners Association (the "HOA"). The masonry wall and associated entry features shall be the property of the HOA and shall be maintained in good condition and repaired as necessary by the HOA.

Split Rail Fence with brick columns at the Florence Road perimeter shall be constructed by Developer, at its sole cost and expense, in accordance with the attached Exhibit B. The fence and columns shall be the property of the HOA and shall be maintained in good condition and repaired as necessary by the HOA.

6' Wood Privacy Fence along rear of lots shall be constructed separately on each lot by the homebuilder, at its sole cost and expense, prior to the original construction of a residence on such lot. These fences shall become the property of the owner of the lot upon which the fence is located. The owner of the lot will be solely responsible for the future maintenance, repair or replacement of such fence. Wood fences shall be constructed of Spruce or Cedar. Fence line posts shall be minimum standard 2-3/8" galvanized steel, placed in 1.0 CF of 3000 PSI concrete filled holes measuring 10" in diameter and 24" deep and installed with a maximum horizontal spacing of 8'. Corner posts shall be minimum standard 3" galvanized steel placed in 1.3 CF of 3000 PSI concrete to a minimum depth of 32". The finished side of the fence shall face the interior of the lot and each fence shall have a minimum of 3 - 2"x 4" rails of horizontal support. All spruce materials shall be field treated with a spray-on preservative after installation.

Upon written application of the homebuilder or property owner, for Lots 4 & 5 and Lots 12 - 18 of Block 2, as shown on the Final Plat, only, the Town Council may consider alternate materials or design or style for construction of the 6' privacy fence to be constructed along the rear of lots pursuant to this Paragraph. The Town Council, in its sole discretion, may allow such alternate materials or fence design or style on a case-by-case basis. The determination of the Town Council with respect to a request for alternate materials or fence design or style for said fencing shall be final and nonappealable. This provision allowing for consideration

of alternate materials or fence design or style shall apply solely to the 6' privacy fence to be constructed along the rear of lots as required by this Paragraph and shall not apply to any other fences contemplated by this Agreement. No decision made by the Town Council pursuant to a request for alternate materials or fence design or style shall be binding upon the Town Council with respect to any other request for alternate materials or fence design or style. The consideration of alternate materials or fence design or style is limited to only Lots 4 & 5 and Lots 12 - 18 of Block 2, as shown on the Final Plat.

Paragraph D.1. "TRASH AND WASTE CONTROL" is to be added to Section IV "MISCELLANEOUS PROVISIONS" of the original Community Facilities Contract:

D.1. TRASH AND WASTE CONTROL. It is agreed that the Developer shall require any Homebuilder(s) or third party independent entity engaged in the construction of homes to establish and implement a written trash and waste control policy approved by the Public Works Director prior to construction of homes in the Addition. When, in the opinion of the Public Works Director or the Building Official, there is sufficient trash or waste buildup, the Builder, shall have 36 hours to remove such to a proper offsite disposal site. If the Builder does not remove the trash or waste within 36 hours, the Town may cause the trash or waste to be removed either by contract or town forces. All expenses must be reimbursed to the Town..

## II.

All other provisions of the original Community Facilities Contract dated the 12th day of November, 2003 shall remain in full force and effect.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Amendment Number One to the Community Facilities Contract to be executed by its undersigned duly authorized representative as of the date set forth below.

**THE TOWN OF NORTHLAKE**  
a Municipal Corporation

By: *Debra L. Johnson*  
Mayor  
  
*[Signature]*  
City Secretary

*11-13-06*  
Date

*11-13-06*  
Date

NORTHLAKE ESTATES, L.P., a Texas Limited Partnership

By: PARS INVESTMENTS, INC., a Texas Corporation, its General Partner

By:   
Mehrdad Moayed, President

11/09/06  
Date

CORPORATION ACKNOWLEDGMENT

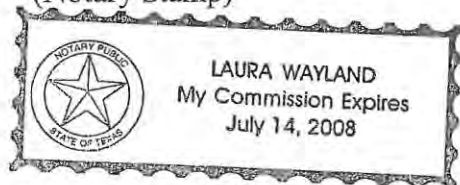
THE STATE OF TEXAS §

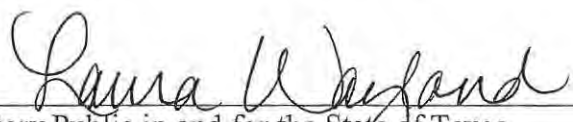
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Mehrdad Moayed, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the President of Pars Investments, Inc., a Texas corporation, the General Partner of said Northlake Estates, L.P., a Texas limited partnership and that he is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of November, 2006.

(Notary Stamp)



  
Notary Public in and for the State of Texas



# TOWN OF NORTHLAKE

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## **7. Executive Session**

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The Town Council may enter into Executive Session during the meeting to seek legal advice from its attorney on any posted agenda item, or to discuss any item that is authorized by the Texas Open Meetings Act to be discussed in closed session including:

- a) In accordance with Texas Government Code, Section 551.071, consultation with attorney regarding pending or contemplated litigation or a settlement offer involving-Town of Northlake vs City of Justin

# TOWN OF NORTHLAKE

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## 8. Adjournment

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