1. Agenda

   Documents:

   05-11-2017 AGENDA.PDF

2. Meeting Materials

   Documents:

   05-11-2017 COUNCIL PACKET.PDF

Town of Northlake
Council Meeting Agenda
Thursday, May 11, 2017 at 5:30 pm
1400 FM 407 - Chamber Room
Northlake, Texas

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, May 11th, 2017 at 5:30 pm at the Northlake Town Hall in the Chamber Room, 1400 FM 407, Northlake Texas. The items listed below are placed on the agenda for discussion and/or action.

1. Call Regular Work Session to Order

2. Proclamations

A. No. 17-1	Motorcycles Awareness	Month of May
B. No. 17-2	National Police Week	May 11th – 17th
C. No. 17-3	National Public Works Week	May 21st – 27th

3. Briefing Items
   D. Northwest Metroport Chamber of Commerce Update by Sally Michalak, President & CEO
   E. Outsourcing septic system inspections recordation
   F. Budget Principals Update for FY 2017 and Proposed Budget Principals for FY 2018

4. Call Regular Meeting to Order
   Pledge of Allegiance-Moment of Silence

5. Public Input
   This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda

6. 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 Councilmember so requests, in which event the item will be removed and considered separately

   G. Consider for approval the meeting minutes dated April 13, 2017

   H. Consider for approval Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2017 Rate Review Mechanism Filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if Federal Income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the company to reimburse ACSC's reasonable

ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act (Ordinance No. 17-0511A)

I. Consider for approval a Stormwater Facility Maintenance Agreement for Stardust Ranch

7. Regular Items

J. Consider for approval an Ordinance amending Ordinance No. 15-0730 being a Rural Estates Planned Development, amending the zoning classification and development standards of certain property in the Town of Northlake as described in Exhibit 'A'; being more particularly described as a 215.09 acre tract of land situated in the J.E. Anderson Survey, Abstract No. 22, in the Town of Northlake, Denton County, Texas

i. Public Hearing

ii. Ordinance No. 17-0511B

K. Consider for approval a Final Plat of Stardust Ranch Phase 2, the final phase of the Stardust Ranch development consisting of 130 single-family residential lots and 5 open space lots on 185.676 acres of land in the J.E. Anderson Survey, Abstract No. 22, generally located north of Robson Ranch Road, south and west of Yarbrough Way, and east of Florance Road, and zoned Rural Estates Planned Development (RE-PD). Royal Crest Properties LLC is the owner. Douglas Properties, Inc. is the applicant/developer. Weswood Professional Services is the engineer/surveyor. Case # FP-16-006

L. Consider for approval an Ordinance amending Ordinance No. 16-1110, the 2016 Master Thoroughfare Plan Update as amended, by replacing the Master Thoroughfare Plan Map

i. Public Hearing

ii. Ordinance No. 17-0511D

M. Consider for approval Final Plat of Lots 1-4, Block 3, Northport Addition, a 14.0026-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located north of SH 114 between Northport Drive and Dale Earnhardt Way, and zoned Commercial (C). Northport Partners, LLC is the owner. Miller Surveying, Inc. is the surveyor. Case # 17-004

N. Consider for approval Site Plan for 7-Eleven, a proposed 3,010 square-foot gas station/convenience store on 1.12 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 2, Block 3, Northport Addition, generally located on the north side of SH 114 approximately 200 feet west of Dale Earnhardt Way/Cleveland-Gibbs Rd at 4250 SH 114, and zoned Commercial (C). Northport Partners, LLC is the owner. Verdad Real Estate is the applicant/developer. CEI Engineering Associates, Inc. is the engineer. K2M Design is the architect. Case # SP-17-002

O. Consider for approval a Development Agreement with Northlake Office Park, LLC

P. Consider for approval Final Plat of Lot 1, Block A, Northlake Office Park, a 2.0-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located in the extraterritorial jurisdiction (ETJ) of the Town of Northlake at the northwest corner of FM 407 and Thompson Road. Northlake Office Park, LLC is the owner/applicant. Spry Surveyors is the surveyor. Case # FP-17-002

Q. Consider for approval to contract with SC Tracking Solutions for backflow device, customer service inspections and on-site sewage facility tracking and reporting

8. Convene into Executive Session

Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
   1) When the governmental body seeks the advice of its attorney about:
      (a) Pending or contemplated litigation; or
      (b) A settlement offer; or
      'Town of Northlake vs. City of Justin (Cause No. 15-08170-367)
      (c) Appellate Docket No. 02-17-00111-CV
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b. Section 551.087 authorizes a governmental body to convene into executive session to deliberate regarding economic development negotiations
   1) Property located in the Town or the Town's ETJ located at the northwest corner of Sam Reynolds Road and Boss Range Road

c. Section 551.072 authorizes a governmental body to convene into executive session to deliberate about Real Property
   1) Water Tower Site

9. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the front glass doors and bulletin board at Town Hall 1400 FM 407, Northlake, Texas on Friday, May 5, 2017 by 5:30 pm.

Shirley Rogers

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 Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 55.076 (Deliberations about Security Devices): 551.087 (Economic Development Negotiations)

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Regular Work Session

Agenda Item 1

Proclamations

Agenda Item 2

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PROCLAMATION 17-1

MOTORCYCLE SAFETY AND AWARENESS MONTH

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.

NOW, THEREFORE, I, Peter Dewing, Mayor of the Town of Northlake do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this Town. Further I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Town of Northlake, Texas to be affixed this the 11th day of May, 2017.

TOWN OF NORTHLAKE, TEXAS

SEAL: _____

Peter Dewing, Mayor

PROCLAMATION NO. 17-2
NATIONAL POLICE WEEK
May 11th – 17th

WHEREAS, The Congress and President of the United States have designated May 15, 2017 as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the **Northlake Police Department** of Town of Northlake play an essential role in safeguarding the rights and freedoms of the Town; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of the **Northlake Police Department** and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the **Northlake Police Department** unceasingly provide a vital public service;

NOW, THEREFORE, I, Peter Dewing, Mayor of the Town of Northlake, Texas, call upon all citizens of Northlake and upon all patriotic, civic, and educational organizations to observe the **week of May 11th – 17th, 2017** as **Police Week** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of Northlake to observe **Monday, May 15th, 2017, as Peace Officer's Memorial Day** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the Town of Northlake, Texas to be affixed.

TOWN OF NORTHLAKE, TEXAS

SEAL:

_____

Peter Dewing, Mayor

NATIONAL POLICE WEEK 2017

May 11-17, 2017

NATIONAL LAW ENFORCEMENT OFFICERS MEMORIAL FUND

CONCERNS OF POLICE SURVIVORS C.O.P.S. EST. 1984

PROCLAMATION NO. 17-3
NATIONAL PUBLIC WORKS WEEK
MAY 21st – 27th 2017

Whereas, public works services provided in our community are an integral part of our citizen's everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works system and programs such as water, sewers, streets and highway, public buildings, and solid waste collection; and

Whereas, the health, safety, and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, PETER DEWING, MAYOR OF THE TOWN OF NORTHLAKE, TEXAS, call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contribution which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the Town of Northlake, this the 11th day of May, 2017

Town of Northlake, Texas

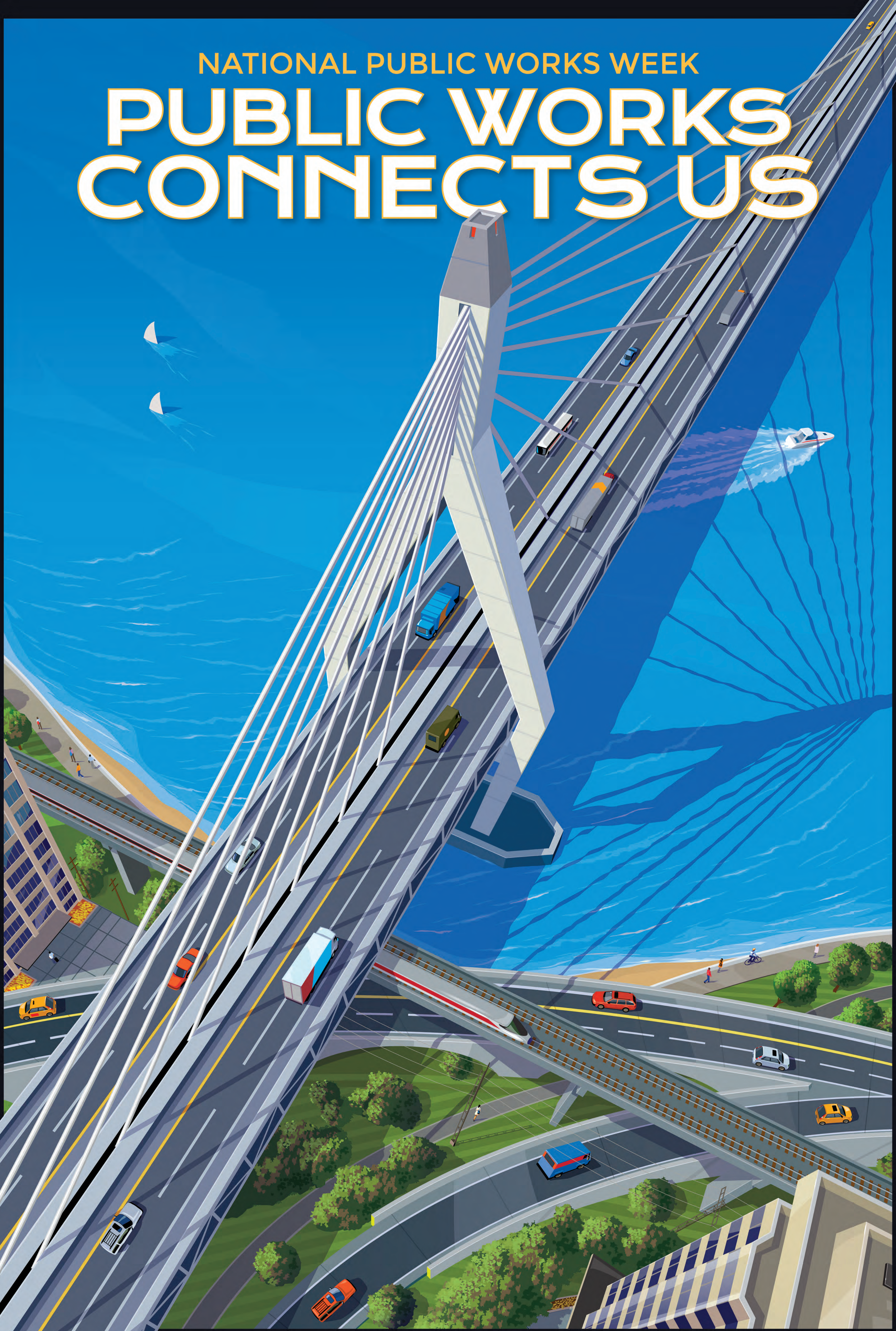
_____

Peter Dewing, Mayor

SEAL:

NATIONAL PUBLIC WORKS WEEK

PUBLIC WORKS CONNECTS US



AMERICAN PUBLIC WORKS ASSOCIATION
APWA
Your Comprehensive Public Works Resource

MAY 21-27, 2017

CANADIAN PUBLIC WORKS ASSOCIATION
CPWA

Briefing Items

Agenda Item 3

D. Northwest Metroport Chamber of Commerce Update by Sally Michalak, President & CEO

E. Outsourcing septic system inspections recordation

F. Budget Principals Update for FY 2017 and Proposed Budget Principals for FY 2018

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-
0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Eric J. Tamayo, Public Works Director

CC: Drew Corn, Town Administrator

Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Contract with SC Tracking Solutions to Perform Backflow Device, Customer Service Inspections (CSI) and On-Site Sewage Facility (OSSF) Tracking and Reporting

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Town staff is recommending approval to contract with SC Tracking Solutions for backflow device, customer service inspections and on-site sewage facility tracking and reporting.

The Town is estimated to have close to 400 commercial backflow devices and close to 200 OSSF systems and rising monthly. CSI are performed to make sure there are no cross-connections prior to water being turned on. There is a very significant investment in resources to track these devices and their inspection dates. In some cities, multiple personnel handle the process of tracking and reporting. The Town does not currently have a fee structure to cover the costs of upkeep of the programs.

Through SC Tracking Solutions, customers will be notified when their inspection is due, and customers will have the ability to contact a certified tester or inspector. Certified testers and inspectors will be registered through SC Tracking Solutions. Testers and inspectors will submit reports through SC Tracking Solutions that will be available to Town staff, as well as the Texas Commission on Environmental Quality (TCEQ).

If you should have any questions or comments please contact me at 940-242-5704.

SC TRACKING SOLUTIONS

THIS AGREEMENT is effective on May 12th, 2017 between the Town of North Lake, Texas (Town) and **SC Tracking Solutions, LLC** ("SC Tracking Solutions") for the *Town* to access SC Tracking Solutions.com and all services of the SC Tracking Solutions (the "Services") for-

BACKFLOW (CROSS CONNECTION), CSI (CUSTOMER SERVICE INSPECTION, OSSF (AEROBIC)

Terms of Service for SC Tracking Solutions

By using the Services, Town is agreeing to be bound by the following terms and conditions ("Terms of Service").

Account Terms

1. Town representatives are permitted access to the Services. Each representative will be required to set up a unique user name and password.
2. The account holder is responsible for maintaining the security of his/her account password/s. SC Tracking Solutions cannot and will not be liable for any loss or damage from failure to comply with this security obligation.
3. Town agrees to forward all testers, inspectors, technicians, owners, landlords, property managers and any related inspections, including new construction and existing commercial or residential occupancies, to sctrackingsolutions.com.
4. Town agrees that SC Tracking Solutions is not an enforcement agency and at no time will be asked to enforce local or state laws or codes.
5. Designated Town enforcement personnel will make every attempt to follow up on inspections that are over due within a reasonable amount of time.
6. Town may not use the Service for any illegal or unauthorized purpose. Town must not, in the use of the Service, violate any laws in its jurisdiction (including but not limited to copyright laws).
7. SC Tracking Solutions will store all information and data at a secure location at the address Frisco, TX. The IT Department for the Town may review the data security policies for SC Tracking Solutions to insure that they meet applicable standards for data security.
8. SC Tracking Solutions acknowledges that the Town is a governmental entity subject to public information laws of the State of Texas as codified in chapter 552 of the Texas Governmental Code. SC Tracking Solutions understands that, by maintaining Town data, SC Tracking Solutions may be subject to the public information laws of Texas. SC Tracking Solutions agrees to fully cooperate with the Town in regards to the Town fulfilling its obligations under the public information laws of the state.
9. If Town chooses for SC Tracking Solutions to complete an inventory, Town understands that SC Tracking Solutions may not have data for all devices not found and cataloged.
10. For purposes of this contract, contract services include cataloging/recording of backflow assemblies, customer service inspections (CSI) and On site Sewer Facilities (OSSF) to include new residential, commercial and existing commercial assemblies annually.

Term of Service Payment, Refunds, Upgrading and Downgrading Terms

1. Payment Term of Service-
    - *Town* will be charged $0 total for unlimited use of the backflow tracking application.
    - See Appendix C for CSI, option A or B as determined by the Town.
    - See Appendix D for OSSF, $0 total for unlimited use of the OSSF tracking application.
2. The annual partnership fee of $0 for the unlimited use of all applications (Exception: Option A, CSI) will not change for the life of the partnership as long as the contract is renewed annually without interruption and the *Town* is not in breach of contract terms.
3. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Town shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
4. SC Tracking Solutions has the right to collect all taxes, levies, or duties imposed by taxing authorities as a data processor.
5. Town will be given a 60 days notice prior to the final term date of the contract.

Cancellation and Termination

1. If Town elects to discontinue the use of SC Tracking Solutions service, written notice must be provided to SC Tracking Solutions at least 30 days prior to cancellation. Additionally and upon termination all Town content will be immediately returned to Town.

2. Upon termination of the contract, SC Tracking Solutions will submit all data collected resulting from any services in Town. Such data will be submitted in a retrievable format such as a CSV file.

Modifications to the Service and Prices

Prices of all Services, except for the annual subscription plan fees to the Service with any fees directly bill to Town, are subject to change upon 30 days notice from SC Tracking Solutions.

Copyright and Content Ownership

1. SC Tracking Solutions claims no intellectual property rights over the material Town or any users provide to the Service. Town retains access rights to any information provided to SC Tracking Solutions by third parties who are using the Service to comply with any state or local requirement. SC Tracking Solutions will allow Town access to site to view any data submitted. Such data shall be made available to Town in easily accessible format.
2. SC Tracking Solutions will retain information submitted to them until the Town Secretary, in implementing Town records retention policy, determines that such information can be disposed.
3. The Town authorizes SC Tracking Solutions use of the Town logo on all forms, letters, notices, reports, computer portals or other Services related item. All forms, documents, computer portals or reports subject to the use of the Town logo by SC Tracking Solutions must be reviewed and authorized by designated Town personnel prior to publication.

General Conditions

1. SC Tracking Solutions agrees that the Services shall be fully functional at least ninety-eight percent (98%) of the time in any given calendar month. SC Tracking Solutions further agrees, to the extent practicable, to schedule any site maintenance between the hours of 1:00am and 5:00 am.
2. Technical support is provided to paying account holders and the Town available via email or phone.
3. Town agrees not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use the Service, or access to the Service without the express written permission by SC Tracking Solutions.
4. SC Tracking Solutions may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any parties intellectual property of these Terms of Service. The Town will be notified of the content in a reasonable amount of time so that it may take appropriate action.
5. SC Tracking Solutions does not warrant that (i) the service will meet your specific requirements, (ii) the results that may be obtained from the use of the service will be accurate or reliable, and (iii) the quality of any products, services, information, or other material purchased or obtained by the Town through the service will meet Town expectations.
6. The failure of either parties to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between Town and SC Tracking Solutions, and govern Town's use of the Service, superseding any prior agreements between Town and SC Tracking Solutions (including, but not limited to, any prior versions of the Terms of Service).
7. Either party shall be excused from and not be liable for its failure to perform the Agreement to the extent due to causes beyond a party's control and without that party's fault or negligence, including but not limited to acts of God, war, terrorist attack, epidemic, government order or regulation, disaster, strike, civil disorder, or commercially impracticable to provide the facilities, travel to the Event, or hold the event. The Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to another.
8. Questions about the Terms of Service should be sent to CS@SCTrackingSolutions.com.

Assignment

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld.

Miscellaneous

1. The section headings of this Agreement are included for purposes of convenience only and will not affect the construction of interpretation of any provision.
2. The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Services.
3. This agreement will be binding upon and will inure to the benefits of the parties and their successors and assigns.
4. This agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the State of Texas, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in the courts having jurisdiction in Denton County, Texas.

Notice

Any notice required or given pursuant of this agreement shall be made to the following:

SC Tracking Solutions	**Town**
SC Tracking Solutions, LLC	Town of Northlake, Texas
Attn: Tony Santoro (tonys@sctrackingsolutions.com)	Attn:
P.O. Box 323	Address
Rockwall, TX 75087	Northlake, Texas
1-866-232-0174	Phone:

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SC Tracking Solutions

_____ _____

Tony Santoro, Authorized SC Tracking Solutions.com Representative Signature Date

Town of Northlake, Texas

_____ _____

Date

SC Tracking Solutions
"Work Smarter…Accomplish More"

Appendix A: Backflow

SC Tracking Solutions, LLC – Scope of Work

*Included in this document is:

A. The process to which the Town will follow to confirm inspection scores

B. Location and storage of inspection reports; primary and *secondary* data

C. The process to which the Town will follow to document and validate testers

D. Related Fees

A. All backflow assemblies on Town file are entered into the software, as well as the entire description of the assembly, serial number, location, type, model, service and size. Contact Information on the person or persons responsible to have the assembly/s tested annually is also entered into the software. 35 days prior to the annual due date of a assembly SC Tracking Solutions will notify by email or mail the responsible party with instructions to have their chosen tester register a profile at sctrackingsoltutions.com. Notices will also go out 15 days prior to the expiration date on the notification. The notification (letter or e mail) will have a Catalog number on it. After providing all documents necessary to complete the inspection, the tester will be allowed to create their own log in and password. Once logged on the tester will enter the catalog number. This will bring up the assembly and info to be tested, as well as the format specific to the assembly matrix, as outlined on the state standard form. Questions outlined on the state form are required to be answered as well. They will enter the results of the test pass or fail and check out. Should the assembly fail, they will be asked to enter the repairs completed, then the retest results. Once a assembly has passed it will be removed from that months non-compliance report. If a assembly fails it will go to the non-compliance report for the Town to follow up on. This will happen concurrently throughout the year until all assemblies are completed. The Town has full access to all documents at all time day or night. Citizens have free access to the history of the test, through open records on the site, day or night. The Town must do enforcement once an account reaches the non compliance report or SCTS cannot maintain a high rate of compliance.

B. Data Storage of Inspection Reports is only of a **secondary** nature. Once a assembly passes using the software tool, SC Tracking Solutions emails a copy of the inspection report directly to the cities designee for storage on the Town protected server. **The Town is the primary storage holder of every test and can pull any test or non compliance report at anytime**. SC Tracking Solutions catalogs monthly non-compliance reports for Town use and tester documents (calibration sheet, drivers license, BPAT license, fire sprinkler license, confined space certification, etc..) Features of the storage area are listed below:

Location: Frisco, TX

- Storage Capability: 2 TB or Terabyte
- Security: Rotating 24 hr back up with 2 Separate Fire Walls
- Climate Controlled area 24 hours a day
- 3 Separate Battery Back up Systems for server
- Data is not of a sensitive nature
- Secure Location
- Each server is backed up nightly to an external hard drive

Site Restrictions:

- All Testers/Technicians will have password protected logins
- The site uses SSL protection through the host of the site (the padlock at the top)

C. Tester/Technicians will be required to set up a password protected account at www.sctrackingsolutions.com. At which time they will also turn in by fax or email or upload all required documentation/credentials as determined by state law and Town ordinance. SC Tracking Solutions will cross check BPAT license with TCEQ database as well as verify all credentials prior to issuing the technicians temporary password. Once a temporary password is issued the technicians will log in to the site and change the temporary password to a permanent password of their choosing. The SCTS software has lock out mechanisms that keep the technicians from entering data unless all credentials remain current. They will be notified via there profile page to forward any expiring documentation to SCTS for verification and reactivation. All technicians have access to their personnel profile for updating and uploading any new data that may have changed.

D. Fees

SC Tracking Solutions
"Work Smarter…Accomplish More"

Appendix C: Customer Service Inspection (CSI)

SC Tracking Solutions, LLC – Scope of Work

*Included in this document is:

A. The process to which the Town will follow to confirm inspection scores

B. Location and storage of inspection reports; primary and *secondary* data

C. The process to which the Town will follow to document and validate testers/inspectors

D. Fee Option Breakdown

A. All Customer Service Inspections on Town file are entered into the software, as well as the entire description of the location. Contact Information on the person or persons responsible is also entered into the software. After providing all documents necessary to complete the inspection, the inspector will be allowed to create their own log in and password. Once logged on the inspector will enter the catalog number. This will bring up location info, as well as the format specific to the device matrix, as outlined on the state standard form. Questions outlined on the state form are required to be answered as well. They will enter the results of the test, complete or incomplete and remarks accordingly. Should the inspection fail, inspector will be asked why in the remarks section of the electronic document. Once an inspection has passed it will be removed from that months non-compliance report. If an inspection fails it will go to the non-compliance report for the Town to follow up on. The Town has full access to all documents at all time day or night. Citizens have free access to the history of the test, through open records on the site, day or night. The Town must do enforcement once an account reaches the non compliance report or SCTS cannot maintain a high rate of compliance.

B. Data Storage of Inspection Reports is only of a **secondary** nature. Once a device passes using the software tool, SC Tracking Solutions emails a copy of the inspection report directly to the cities designee for storage on the Town protected server. **The Town is the primary storage holder of every test and can pull any test or non compliance report at anytime**. SC Tracking Solutions catalogs monthly non-compliance reports for Town use and tester documents (calibration sheet, drivers license, BPAT license, fire sprinkler license, confined space certification, etc..) Features of the storage area are listed below:

Location: Frisco, TX

- Storage Capability: 2 TB or Terabyte
- Security: Rotating 24 hr back up with 2 Separate Fire Walls

- Climate Controlled area 24 hours a day
- 3 Separate Battery Back up Systems for server
- Data is not of a sensitive nature
- Secure Location
- Each server is backed up nightly to an external hard drive

Site Restrictions:

- All Testers/Technicians will have password protected logins
- The site uses SSL protection through the host of the site (the padlock at the top)

C. Tester/Technicians/Inspectors will be required to set up a password protected account at www.sctrackingsolutions.com. At which time they will also turn in by fax or email or upload all required documentation/credentials as determined by state law and Town ordinance. SC Tracking Solutions will cross check all related professional license with TCEQ database as well as verify all credentials prior to issuing the inspectors temporary password. Once a temporary password is issued the inspectors will log in to the site and change the temporary password to a permanent password of their choosing. The SCTS software has lock out mechanisms that keep the inspectors from entering data unless all credentials remain current. They will be notified via there profile page to forward any expiring documentation to SCTS for verification and reactivation. All inspectors have access to their personnel profile for updating and uploading any new data that may have changed.

D. Customer Service Inspection:

Option A: $995 annually unlimited, Town employee/3rd party inspector option (120 days notice of fee change)
Option B: $0 (subcontractor option), life of contract; $11.95 per report paid by the CSI upon submittal

SC Tracking Solutions
"Work Smarter…Accomplish More"

Appendix D:

SC Tracking Solutions, LLC – Scope of Work – On Site Sewer System (Aerobic)

*Included in this document is:

A. The process to which the Town will follow to confirm service reports

B. Location and storage of service reports; primary and *secondary* data

C. The process to which the Town will follow to document and validate testers

D. Examples of the Existing Report and New Report if applicable

E. Fees

A. All On Site Sewer Systems, and current contracts as well as mailing addresses on Town file are entered into the software, as well as the entire description of the system, serial number, location, type, model, service, size and/or applicable information. Contact Information on the person or persons responsible to have the system/s serviced is also entered into the software. Catalog Numbers by address are distributed to the local registered Maintenance Providers. The Maintenance Provider is responsible for service report entry and will log in with the assigned Catalog number and confirm all information on file as well as confirm any updating information or questions posed by the municipality. Questions outlined on the form are required to be answered by the registered Maintenance Provider. Fees are paid on the site by the MP. If an inspection is not entered in a timely manner for any reason it will go to the non-compliance report for the Town representative to follow up on. Submitted reports will be forwarded via the tool to all Town representatives on file as well as the registered MP's email on file. This will happen concurrently throughout the year based on the frequency of each system set forth by the Town until all systems are serviced and reports submitted. The Town has full access to all documents at all times day or night. Citizens have free access to the history of the test through open records on the site, day or night. The Town must do enforcement once an account reaches the non compliance report or SC Tracking Solutions cannot maintain a high rate of compliance.

B. Data Storage of Service Reports is only of a **secondary** nature. Once a device passes using the software tool, SC Tracking Solutions emails a copy of the service report directly to the cities designee for storage on the Town protected server. **The Town is the primary storage holder of service report and can pull any service report or non compliance report at anytime**. SC Tracking Solutions catalogs monthly non-compliance reports for Town use as well as Transport and Disposal Company documents if applicable (TCEQ license, drivers license of responsible party) Features of the storage area are listed below:

Location: Frisco, Texas

- Storage Capability: 2 TB or Terabyte
- Security: Rotating 24 hr back up with 2 Separate Fire Walls
- Climate Controlled area 24 hours a day
- 3 Separate Battery Back up Systems for server
- Data is not of a sensitive nature
- Secure Location
- Each server is backed up nightly to an external hard drive

Site Restrictions:

- All On Site Sewer System MP's will have password protected logins
- The site uses SSL protection through the host of the site (the padlock at the top)

C. On Site Sewer System MP's will be required to set up a password protected account at www.sctrackingsolutions.com. At which time they will also turn in by fax or email or upload all required documentation/credentials as determined by state law and Town ordinance. SC Tracking Solutions will cross check the license with TCEQ database as well as verify all credentials prior to issuing the hauler/disposal companies a temporary password. Once a temporary password is issued the company representative will log in to the site and change the temporary password to a permanent password of their choosing. The SC TRACKING SOLUTIONS software has lock out mechanisms that keep the responsible parties from entering data unless all credentials remain current. They will be notified via there profile page to forward any expiring documentation to SC TRACKING SOLUTIONS for verification and reactivation. All technicians have access to their personnel profile for updating and uploading any new data that may have changed.

D. See additional documents, part D (if required, includes existing report document)

E. Fees: Applicable Fees:
Annual Fee Paid by Town: $0 Annually per contract
All OSSF Submissions: $30 Total per account contract……..($9.24 plus tax equals $10 even per submission... There are 3 submissions per account per year for a total of $30 per account, this amount already includes taxes…..fee paid by the Maintenance Provider.)

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Karen Bolyard, Finance Director

Shirley Rogers, Town Secretary

Date: May 12, 2016

Re: Budget Goals Update for FY 2016 and Proposed Budget Principles for FY 2017

Staff will give a presentation on the status of the Fiscal Year 2015-2016 Budget Goals. As a reminder, the current Mayor and Council budget goals are as follows:

- Maintain Fiscal Responsibility
- Implement Strategic Issues in Comprehensive Land Use Plan
- Increase Economic and Business Development
- Enhance Road Improvement and Maintenance
- Construct and Maintain Water and Sewer Infrastructure
- Attract and Retain Highly Qualified Personnel
- Validate External and Internal Services and Capabilities
- Develop Facilities to Mitigate Risk and Control Costs
- Increase Productivity and Efficiency through Technology
- Encourage Job-related Training and Education

Per Mayor Dewing's direction, the council budget goals will be transformed into budget principles and per the Mayor's request the amount has been reduced from 10 goals to 7 principles. Staff will present the following proposed budget principles:

- Maintain Fiscal Responsibility while Investing in Town Infrastructure
- Ensure Sustainable Development through Strategic Planning
- Attract and Retain Diversified Business Types for Stable Future Tax Base
- Construct and Maintain Road, Water, Sewer and Drainage Infrastructure
- Attract, Retain and Train Highly Qualified Personnel
- Validate External and Internal Capabilities with Appropriate Facilities
- Increase Productivity and Efficiency through Equipment and Technology

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

TOWN OF NORTHLAKE

FY 2017 Budget Principles	Accomplishments	Short Term Objectives (less than one year)	Mid Range Objectives (one to two years)	Long Term Objectives (over two years)
Maintain Fiscal Responsibility while Investing in Town Resources and Assets	Issued $7 M debt for road improvements and equipment while maintaining low tax rate	Identify one-time expenses for draw-down of cash balances (pay as you go)	Develop long range financial plan	Balance operations to debt ratio to 60/40; Maintain 25% fund balance
Ensure Sustainable Development through Strategic Planning	Updated Comprehensive Land Use Plan	Update Town water & sewer master plans	Begin home rule charter process; Update Park, Trails, Open Space Plan	Develop annexation plan; Update Master Thoroughfare Plan
Attract and Retain Various Business Types for Diverse Future Tax Base	Marketing area around Farmer Brothers for development: Rosa's, Sonic, IHOP, Popeye's	Recruit businesses to Alliance Northport; Conduct retailer gap analysis	Recruit partners to develop joint full-service hotel and/or conference center	Ensure balanced tax base with incentives & development standards
Improve, Construct & Maintain Road, Water, Sewer & Drainage Infrastructure	Pave remainder of C-G Road (FM 1171 - FM 407), Sam Lee; Restabilize & repave Florance Road	Study storage and distibution needs for water and sewer systems	Construct storage and distribution capacity; Procure necessary sites, ROW and easements	Begin impact fee study update
Recruit, Retain and Train Highly Qualified Personnel	Completed training of police recruits; 100% of salary survey; Increased achievement pay	Determine cost/benefit of decreasing length of service retirement from 25 to 20 years	Initiate 2018 salary survey; Study rewarding educational degrees	Update Town personnel policies
Enhance External and Internal Capabilities with Appropriate Staffing and Facilities	Added positions in Police & Public Works to maintain service levels; Negotiated office lease	Add positions due to increased development activity; Finish out leased office space	Transition to Court of Record; Enhance staff supervision and expertise	Assess ultimate Town building needs
Utilize Equipment and Technology to Increase Productivity and Efficiency	Purchased vacuum truck and body cameras; Converted to virtual server and PO system	Develop equipment purchase and replacement plan	Determine recording and projecting needs in new council chamber/ court room	Explore cloud-based storage solutions

Regular Session

Agenda Item 4

Public Input

Agenda Item 5

Consent Items

Agenda Item 6

G. Consider for approval the meeting minutes dated April 13, 2017

H. Consider for approval Ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2017 Rate Review Mechanism Filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if Federal Income tax rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act (Ordinance No. 17-0511A)

I. Consider for approval the Stardust Ranch Stormwater Facility Maintenance Agreement

Town of Northlake
Town Council Meeting Minutes
Thursday, April 13, 2017
1400 FM 407 - Chamber Room
Northlake, Texas

1. Mayor Peter Dewing called the regular work session to order at 5:30 pm and stated a quorum was present

Councilmembers present:	Peter Dewing, Jean Young, Mike McBride, Michael Ganz, Roger Sessions, Danny Simpson
Staff 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, PE, Town Engineer

2. Presentations
   Northlake Economic Development Video
   Northwest Metroport Chamber of Commerce Regional Economic Development Video

3. Briefing Items
   A. Nathan Reddin briefed the council on the proposed Northlake Office Park development, 3 acres at the northwest corner of FM 407 and Thompson Road for an medical office park on a 3 acre tract
   Will contain approx. 16,000 sf of office space in four buildings. This property is located within the town's extra-territorial jurisdiction

   B. FY 17 Quarterly Investment Report given by Karen Bolyard

   C. FY 17 Quarterly Budget Update given by Karen Bolyard

4. Mayor Dewing called the regular meeting to order at 5:55 pm and announced all members present
   Pledge of Allegiance and a Moment of Silence was observed

5. Public Input
   Resident Brian Montini stated he was against the high density in Harvest, talked about lot sizes, stick to the comp plan, cannot stop development but can control development within the town

   Resident Joel McGregor stated his opposition to the proposed junked vehicles amendment and believes the town does not need this ordinance, rely on state law

Resident Laura McGregor stated her opposition to the proposed junked vehicle amendment, believed to be abuse of power

Resident Michael Savoie appreciated the quarterly budget update, believes Northlake does not need to give away the town, wants council to think about the direction and decision on behalf of all residents, doesn't need to select development for tax base

Resident Rena Hardeman stated she is opposed to the proposed junked vehicle amendments, don't over burden residents of town, council has the authority to not approve any zoning request, concerns for increased car passes on the roads if development approved

Resident Robin Young stated she is opposed to the proposed junked vehicles amendments, believed the Pecan Square development is great with the potential of schools and she encouraged others in home ownership

6. Consent Items

Councilmember Young moved to approve the Consent Items as presented. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

D. Town Council meeting minutes of March 23, 2017

E. Resolution No. 17-8 of the Town of Northlake suspending the April 21, 2017 effective date of Oncor Electric Delivery Company's requested rate change to permit the Town time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities/Towns served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel for the Steering Committee

F. Resolution No. 17-9 authorizing continued participation with the Steering Committee of Cities/Towns served by Oncor; and authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company LLC

G. Ordinance No. 17-0413A of the Town of Northlake, Texas granting to CoServ Gas LTD., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the Town of Northlake, Denton County, Texas and to transport, deliver, sell, and distribute gas in and out of and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways

7. Regular Items

H. Mayor Pro Tem Simpson moved to approve Ordinance No. 17-0413, amending Article 8.03 "Junked Vehicles" of the Code of Ordinances of the Town by amending the definition of Junked Vehicles; designating a person to administer this article; updating the Article to be consistent with State Law. 2nd by Councilmember Ganz

Vote: Motion passed
For: Simpson, Ganz, McBride

Against: Young, Sessions

I. Ordinance amending Ordinance No. 13-0523A being a Mixed-Use Planned Development zoning district as amended; amending the zoning classification and development standards of certain property in the Town of Northlake as described in Exhibit 'A'; being more particularly described as a 143.209 acre tract of land out of the Lewis Medlin Survey, Abstract No. 830 in the Town of Northlake, Denton County Texas

No written responses received from within the 200 ft. notification area

i. Mayor Dewing opened the public hearing at 6:50 pm to hear comments for or against the proposed zoning amendment

Resident Rena Hardeman stated the 2nd plan looks much better and it's a good plan

Resident Brian Montini stated a nice fit for Northlake and meets the comp plan

Mayor Dewing closed the public hearing at 6:52 pm

ii. Councilmember Sessions moved to approve Ordinance No. 17-0413B. 2nd by Councilmember McBride

Vote: Motion passed unanimous

During items J-K-L-M-N Jean Young, Council Member Place 1, filed a Conflict of Interest Affidavit before the meeting stating she has a substantial interest in a business entity or real property that may receive a special economic effect by the vote or decisions of the Northlake Town Council. Therefore, she will not take part of any discussion regarding the items

J. Mayor Pro Tem Simpson moved to approve Ordinance No. 17-0413C amending Ordinance No. 13-0124A being the Northlake Unified Development Code as amended, by changing the zoning classification of a 635.5 acre tract of land situated in the FW Thornton Survey, Abstract No. 1244 and the A McDonald Survey, Abstract No. 785 in the Town of Northlake from "RR" Rural Residential to "MPD" Mixed-Use Planned Development and revising the official zoning map in accordance therewith, providing for the adoption of development standards. 2nd by Councilmember Ganz

Vote: Motion passed unanimous
Recused: Young

K. Ordinance amending Ordinance No. 13-0124A being the Northlake Unified Development Code as amended, by changing the zoning classification of a 361.7 acre tract of land situated in the FW Thornton Survey, Abstract No. 1244 , A McDonald Survey, Abstract No. 785 and the JG Cleveland Survey, Abstract No. 1461 in the Town of Northlake from "RR" Rural Residential to "MPD" Mixed-Use Planned Development and revising the official zoning map in accordance therewith, providing for the adoption of development standards

Written responses received from within the 200 ft. notification area:
In favor – 5 Opposed - 1 Neutral - 1

i. Mayor Dewing opened the Public Hearing at 7:19 pm to hear comments for or against the proposed zoning change

Resident Brian Montini, believed there are procedural problems w Gibbs Tract, against the rezoning of the property, no guarantee on schools sites

Resident Mike Dooley, cannot believe the council would consider rezoning the property into smaller tracts and asked council to vote against

Resident Howard Brown, concerned about the high density housing and traffic, opposed to the rezoning

Resident Michael Savoie, stated it is council's job to defend the citizens, original master plan protected the rural aspects, population will quadruple, 20,000 to 24,000 car passes a day, opposed to the zoning request

Resident Marla Gagnon, in agreement with the residents, loves the rural atmosphere, opposed to anything less than one acre tract

Resident Paul Herb, has respect for the opinions heard tonight, has seen Hillwood developments and know they are very nice, in support of the development

Resident Tom Wiggins, moved out to the country, believes higher density will lower the quality of life, and create higher taxes, opposed to the zoning

Resident Richard Gardner, moved to the rural area, knows cannot stop growth but would like to keep the one acre minimum lot sizes, opposed to the zoning

Resident Rena Hardeman, stated her opposition to the zoning request, schools are driven by roof tops, concerned about the line on the zoning notification letter being moved inward which would affect her property less, asked council to uphold the standards of the town

Property owner Ben McCutchin, stated his family has owned land for over 70 years in the area and is completely in favor of the zoning request. Believes Hillwood to be a quality developer and that schools are needed

Mayor Dewing closed the Public hearing at 7:39 pm

ii. Mayor Pro Tem Simpson moved to approve Ordinance No. 17-0413D. 2nd by Councilmember Ganz
Vote: Motion passed unanimous
Recused: Young

L. Ordinance amending Ordinance No. 13-0124A being the Northlake Unified Development Code as amended, by changing the zoning classification of a 160.374 acre tract of land situated in the A McDonald Survey, Abstract No. 785 in the Town of Northlake from "RR" Rural Residential to "MPD" Mixed-Use Planned Development and revising the official zoning map in accordance therewith, providing for the adoption of development standards

Written responses received from within 200 ft. of notification area:
In favor - 3 Opposed - 1

i. Mayor Dewing opened the public hearing at 7:42 pm to hear comments for or against the proposed zoning change

Resident Brian Montini, against the rezoning of property, Thompson property should stay 5 acre as stated in the CRO, Hillwood is not to be trusted, need more ranches, schools are not needed, vote for what the people want

Resident Michael Savoie agreed with Mr. Montini, either support the comp plan or not, citizens rely on the plan, respect the citizens wishes, opposed to the rezoning

Resident Marla Gagnon opposed the rezoning, feels deceived by a council member

Resident Rena Hardeman agrees with the people who feel deceived, spoken with people in who are 99.9% against the rezoning, council's job is to defend the Northlake residents with current zoning, and ask the council to vote against the rezoning

Mayor Dewing closed the public hearing at 7:52 pm

ii. Mayor Pro Tem Simpson moved to approve Ordinance No. 17-0413E. 2nd by Councilmember Ganz

Vote: Motion passed unanimous
Recused: Young

M. Councilmember McBride moved to approve the Development Agreement between HP Gibbs LP and the Town of Northlake for Gibbs-Young-Thompson Properties. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous
Recused: Young

N. Mayor Pro Tem Simpson moved to approve Resolution No. 17-10 of the Town of Northlake, Texas amending and restating Resolution No. 16-41 for its consent to create Northlake Municipal Management District No. 1 serving 1,181.7 acres of land. 2nd by Councilmember Ganz

Vote: Motion passed unanimous
Recused: Young

O. Councilmember Sessions moved to approve Ordinance No. 17-0413F amending the Code of Ordinances of the Town of Northlake by the amendment of Chapter 12 Utilities; amending Article 12.02 "Water and Sewer Service"; amending the method for billing defective meters; amending the procedure for the provision of notices of delinquency. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

P. Councilmember Sessions moved to approve Ordinance No. 17-0413G amending the Town of Northlake Fee Schedule; Appendix "A" to the Code of Ordinances, Town of Northlake, Texas, amending Article A4.000 Water and Sanitary Sewer Service Fees. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

Q. Mayor Pro Tem Simpson moved to approve Resolution No. 17-11 nominating Sue Tejml to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District. 2nd by Councilmember Sessions

Vote: Motion passed unanimous

8. Convene into Executive Session

Mayor Dewing convened the council into closed session at 8:21 pm

Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
   1) When the governmental body seeks the advice of its attorney about:
      (a) Pending or contemplated litigation; or
      (b) A settlement offer; or
      'Town of Northlake vs. City of Justin (Cause No. 15-08170-367)

b. Section 551.087 authorizes a governmental body to convene into executive session to deliberate regarding economic development negotiations
   1) Property located in the Town or the Town's ETJ located at the northwest corner of Sam Reynolds Road and Boss Range Road

Mayor Dewing reconvened the council into open session at 8:41 pm

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

9. Mayor Dewing adjourned the meeting at 8:42 pm

Passed and approved on this the 11th day of May, 2017

Town of Northlake, Texas

_____

Peter Dewing, Mayor

Attest:

_____

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 17-0511A

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2017 RATE REVIEW MECHANISM FILINGS; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; REQUIRING RECONCILIATION AND RATE ADJUSTMENTS IF FEDERAL INCOME TAX RATES CHANGE; TERMINATING THE RRM PROCESS FOR 2018 PENDING RENEGOTIATION OF RRM TERMS AND CONDITIONS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL.

WHEREAS, the Town of Northlake, Texas ("Town") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, on March 1, 2017, Atmos Mid-Tex filed its 2017 RRM rate request with ACSC Cities; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2017 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of $48 million on a system-wide basis; and

WHEREAS, the attached tariffs implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest;

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

WHEREAS, the Company and ACSC have agreed that rates should be adjusted if any change in federal income tax rates is implemented during the period that rates approved herein remain in place; and

WHEREAS, because ACSC believes that certain provisions of the current terms and conditions of the RRM tariff are inconsistent with market conditions, the Town expects renegotiation of the current RRM tariff in the summer of 2017.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the Town Council finds that the settled amount of an increase in revenues of $48 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2017 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional $48 million in revenue over the amount allowed under currently approved rates, as shown in the Proof of Revenues attached hereto and incorporated herein as Attachment B; such tariffs are hereby adopted.

Section 4. That the ratemaking treatment for pensions and other post-employment benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Attachment C, attached hereto and incorporated herein.

Section 5. Consistent with Texas Utilities Code Section 104.055(c), Atmos Energy's recovery of federal income tax expense through the Rider RRM has been computed using the statutory income tax rate. In the event that a change in the statutory income tax rate is implemented during the Rider RRM Rate Effective Date, Atmos Energy shall reconcile the difference between the amount of federal income tax expense included in the Rider RRM calculation for the Rate Effective Date with the amount of federal income tax expense authorized under the new statutory income tax rate. The reconciliation period shall be from the date on which any new statutory income tax rate is implemented through the Rate Effective Date. An interest component calculated at the customer deposit interest rate then in effect as approved by the Railroad Commission of Texas shall be

applied to the federal income tax expense reconciliation. Further, any required reconciliation of federal income tax expense shall be included as part of Atmos Mid-Tex's next annual RRM filing and shall be returned to or recovered from customers as a one-time credit or surcharge to the customer's bill.

Section 6. The Town requires renegotiation of RRM tariff terms and conditions during the Summer of 20017. If an agreed renegotiated RRM tariff cannot be achieved, the Town will terminate the RRM process and consider initiation of a traditional rate case to reduce the Company's authorized return on equity.

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2017 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 9. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the Town Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after June 1, 2017.

Section 12. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LJB Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 11th day of May, 2017

_____
Peter Dewing, Mayor, Town of Northlake

ATTEST:

_____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

_____
Ashley Dierker, Town Attorney

May 2, 2017

MODEL STAFF REPORT

The City, along with other similarly situated cities served by Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). The RRM Tariff was originally adopted by ACSC member cities in 2007 as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. The RRM Tariff has been modified several times, most recently in 2013.

The 2017 RRM filing is the fifth RRM filing under the renewed RRM Tariff. On March 1, 2017, Atmos made a filing requesting $57.4 million additional revenues on a system-wide basis. Because the City of Dallas has a separate rate review process, exclusion of Dallas results in the Company requesting $46.4 million from other municipalities.

Environs customers (ratepayers outside municipal limits) remain under the Railroad Commission's exclusive original jurisdiction and have their rates set through the GRIP process. If the Company had used the GRIP process rather than the RRM process it would receive a $52.4 million increase, or about $4.4 million more than will be approved by the Ordinance. ACSC and the Company have reached an agreement, reflected in the Ordinance, to reduce the Company's request by $9.4 million, such that the Ordinance approving new rates reflects an increase of $48 million on a system-wide basis, or $38.8 million for Mid-Tex Cities, exclusive of the City of Dallas.

The tariffs attached to the Ordinance approve rates that will increase the Company's revenues by $38.8 million for the Mid-Tex Rate Division, effective for bills rendered on or after June 1, 2017. The monthly residential customer charge will be $19.60. The consumption charge will be $0.14 per Ccf. The monthly bill impact for the typical residential customer consuming 46.8 Ccf will be an increase of $2.04, or about 3.87%. The typical commercial customer will see an increase of $6.27, or 2.37%. Attached to this Model Staff Report is a summary of the impact of new rates on the average bills of all customer classes.

The ACSC Executive Committee and its designated legal counsel and consultants recommend that all Cities adopt the Ordinance with its attachments approving the negotiated rate settlement resolving the 2017 RRM filing, and implementing the rate change.

<u>Explanation of "Be It Ordained" Sections</u>:

1. This section approves all findings in the Ordinance.

2. This section finds the settled amount of $48 million on a system-wide basis to be a comprehensive settlement of gas utility rate issues arising from Atmos Mid-Tex's 2017 RRM filing, and that such settlement is in the public interest and is consistent with the City's statutory authority.

3. This section finds the existing Atmos Mid-Tex rates to be unreasonable, and approves the new tariffed rates providing for additional revenues over currently-billed rates of $48 million on a system-wide basis and adopts the attached new rate tariffs (Attachment A).

4. This section establishes the baseline for pensions and other post-employment benefits for future rate cases (Attachment C).

5. This section requires the Company to reimburse Cities for reasonable ratemaking costs associated with reviewing and processing the RRM filing.

6. This section requires a rate reconciliation in the event that federal income tax rates change.

7. This section requires renegotiation of current RRM terms and conditions this Summer and if new terms and conditions are not agreed to by both parties, the RRM process will be terminated and Cities will be encouraged to pass show cause resolutions to trigger a traditional rate case at the Railroad Commission.

8. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.

9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

10. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

11. This section provides for an effective date upon passage which, according to the Cities' ordinance that adopted the RRM process, is June 1, 2017.

12. This paragraph directs that a copy of the signed Ordinance be sent to a representative of the Company and legal counsel for the Steering Committee.

ATMOS ENERGY CORP., MID-TEX DIVISION
AVERAGE BILL COMPARISON - BASE RATES
TEST YEAR ENDING DECEMBER 31, 2016

Line											June 1, 2016	
1	**Rate R @ 46.3 Ccf**								**CURRENT**		**PROPOSED**	**CHANGE**
2	Customer charge								$ 19.10			
3	Consumption charge	46.3		CCF	X	$ 0.11378	=		5.27			
4	Rider GCR Part A	46.3		CCF	X	$ 0.28325	=		13.11			
5	Rider GCR Part B	46.3		CCF	X	$ 0.25447	=		11.78			
6	Subtotal								$ 49.26			
7	Rider FF & Rider TAX		$	49.26	X	0.07142	=		3.52			
8	Total								$ 52.78			
9												
10	Customer charge										$ 19.60	
11	Consumption charge	46.3		CCF	X	$ 0.14427	=				6.68	
12	Rider GCR Part A	46.3		CCF	X	$ 0.28325	=				13.11	
13	Rider GCR Part B	46.3		CCF	X	$ 0.25447	=				11.78	
14	Subtotal										$ 51.17	
15	Rider FF & Rider TAX		$	51.17	X	0.07142	=				3.65	
16	Total										$ 54.82	$2.04
17												3.87%
18												
19	**Rate C @ 371 Ccf**								**CURRENT**		**PROPOSED**	**CHANGE**
20	Customer charge								$ 41.75			
21	Consumption charge	371.0		CCF	X	$ 0.08494	=		31.51			
22	Rider GCR Part A	371.0		CCF	X	$ 0.28325	=		105.07			
23	Rider GCR Part B	371.0		CCF	X	$ 0.18646	=		69.17			
24	Subtotal								$ 247.50			
25	Rider FF & Rider TAX		$	247.50	X	0.07142	=		17.68			
26	Total								$ 265.18			
27												
28	Customer charge										$ 44.70	
29	Consumption charge	371.0		CCF	X	$ 0.09279	=				34.42	
30	Rider GCR Part A	371.0		CCF	X	$ 0.28325	=				105.07	
31	Rider GCR Part B	371.0		CCF	X	$ 0.18646	=				69.17	
32	Subtotal										$ 253.36	
33	Rider FF & Rider TAX		$	253.36	X	0.07142	=				18.09	
34	Total										$ 271.45	$6.27
35												2.37%

36	**Rate I @ 4364 MMBTU**								**CURRENT**		**PROPOSED**	**CHANGE**
37	Customer charge								$ 738.00			
38	Consumption charge	1,500	MMBTU	X	$	0.3096	=		464.40			
39	Consumption charge	2,864	MMBTU	X	$	0.2267	=		649.26			
40	Consumption charge	0	MMBTU	X	$	0.0486	=		-			
41	Rider GCR Part A	4,364	MMBTU	X	$	0.2900	=		1,265.76			
42	Rider GCR Part B	4,364	MMBTU	X	$	0.4373	=		1,908.41			
43	Subtotal								$ 5,025.83			
44	Rider FF & Rider TAX		$ 5,025.83	X	0.07142		=		358.93			
45	Total								$ 5,384.76			
46												
47	Customer charge										$ 799.75	
48	Consumption charge	1,500	MMBTU	X	$	0.3374	=				506.10	
49	Consumption charge	2,864	MMBTU	X	$	0.2470	=				707.40	
50	Consumption charge	0	MMBTU	X	$	0.0530	=				-	
51	Rider GCR Part A	4,364	MMBTU	X	$	0.2900	=				1,265.76	
52	Rider GCR Part B	4,364	MMBTU	X	$	0.4373	=				1,908.41	
53	Subtotal										$ 5,187.42	
54	Rider FF & Rider TAX		$ 5,187.42	X	0.07142		=				370.47	
55	Total										$ 5,557.89	$173.13
56												3.22%
57	**Rate T @ 4364 MMBTU**								**CURRENT**		**PROPOSED**	**CHANGE**
58	Customer charge								$ 738.00			
59	Consumption charge	1,500	MMBTU	X	$	0.3096	=		464.40			
60	Consumption charge	2,864	MMBTU	X	$	0.2267	=		649.26			
61	Consumption charge	0	MMBTU	X	$	0.0486	=		-			
62	Rider GCR Part B	4,364	MMBTU	X	$	0.4373	=		1,908.41			
63	Subtotal								$ 3,760.07			
64	Rider FF & Rider TAX		$ 3,760.07	X	0.07142		=		268.54			
65	Total								$ 4,028.61			
66												
67	Customer charge										$ 799.75	
68	Consumption charge	1,500	MMBTU	X	$	0.3374	=				506.10	
69	Consumption charge	2,864	MMBTU	X	$	0.2470	=				707.40	
70	Consumption charge	0	MMBTU	X	$	0.0530	=				-	
71	Rider GCR Part B	4,364	MMBTU	X	$	0.4373	=				1,908.41	
72	Subtotal										$ 3,921.66	
73	Rider FF & Rider TAX		$ 3,921.66	X	0.07142		=				280.08	
74	Total										$ 4,201.74	$173.13
75												4.30%

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Stormwater Facility Maintenance Agreement for Stardust Ranch

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In order to clearly define maintenance and operation responsibilities for stormwater drainage facilities in new developments, staff is working with developers to enter into agreements for maintenance of stormwater facilities. The attached agreement is for both phases of the Stardust Ranch development. The agreement is with the current owner/developer, Royal Crest Properties, LLC, and the Stardust Ranch HOA. It limits the responsibility of the Town to inspections only, and it also provides for a plan for operation and maintenance to be provided by the HOA. Exhibit B will be included in the final agreement upon completing the review and approval of the drainage plans for Phase 2 of Stardust Ranch.

Please contact me at 940-242-5703 if you have any questions.

DOE # _____

STORMWATER FACILITY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2017, by and between Royal Crest Properties, LLC, acting by and through Mr. Peter Paulson, hereinafter referred to as "Landowner", the Stardust Ranch Homeowner's Association, hereinafter referred to as "Association" and the Town of Northlake, hereinafter referred to as "Town".

WITNESSETH

WHEREAS, the Landowner is the owner of two certain real properties described as an approximately 217.482 acre tract being a part of the John E. Anderson Survey, Abstract No. 22 and being the same 217.482 acre tract of land (Tract 1) conveyed to Royal Crest Properties, LLC by deed of record in County Clerk File No. 2016-7943 of the Real Property Records, Denton County, Texas and an approximately 40.665 acre tract being a part of the John E. Anderson Survey, Abstract No. 22 and being the same 40.665 acre tract of land (Tract2) conveyed to Royal Crest Properties, LLC by deed of record in County Clerk File No. 2016-7943 of the Real Property Records, Denton County hereinafter called the "Property".

WHEREAS, the Landowner is proceeding to build on and develop the Property according to the Site Plan/Subdivision Plan known as Stardust Ranch, Phases 1 and 2, hereinafter called the "Plan", which is expressly made a part hereof, as approved or to be approved by the Town and the Landowner and Association provides for management of Stormwater within the confines of the Property; and

WHEREAS, the Town and the Landowner and Association, and their successors and assigns, agree that the health, safety and welfare of the residents of the Town of

Northlake, Texas require that on-site Stormwater Management Facilities be constructed and maintained on a portion of the Property; and

WHEREAS, the Town requires that on-site Stormwater Management Facilities ("Facility") as shown on the Plan be constructed and adequately maintained by the Landowner, its successors and assigns, including Association, the location and dimensions of which is shown and more particularly described by metes and bounds in the attached Exhibit "A" ("Facility Property"); and

WHEREAS, Landowner agrees to convey the Facility Property to the Association and the Association agrees to accept the Property where the Stormwater Facility is located.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner and Association, its successors and assigns, shall adequately construct and maintain the on-site Stormwater Management Facility ("Facility") at no expense to the Town of Northlake in accordance with the design specifications for the Facility, attached as Exhibit "B", and the current standards then in force and effect in the Town of Northlake and with the Operations and Maintenance Plan attached to this Agreement as Exhibit "C". The Stormwater Facility includes all pipes, channels or other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions. The Stormwater Structural Control Maintenance Checklists, attached to this Agreement as Exhibit "D", are to be used to establish what good working condition is acceptable to the Town.

2. The Landowner and Association, its successors and assigns, shall inspect the Facility and submit an inspection report to the Town annually. The purpose of the inspection is to assure safe and proper functioning of the Facility. The inspection shall cover the entire Facilities, berms, outlet structure, pond areas, access roads, etc. Components of the Facility, which need maintenance or replacement to perform their design function, shall be noted in the inspection report along with the corrective actions to be taken.

3. The Landowner and Association, its successors and assigns, hereby grant permission to the Town, its authorized agents and employees, to enter upon the Property and to inspect the Facility Property whenever the Town deems necessary. The purpose of inspection is to follow-up on reported deficiencies and/or to respond to citizen complaints. The Town shall provide the Landowner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary.

4. In the event the Landowner and the Association, its successors and assigns, fails to maintain the Facility in good working condition as specified herein, the Town, its authorized agents and employees, may enter upon the Facility Property and take <u>whatever steps necessary</u> to correct deficiencies identified in the inspection report and to charge the costs of such repairs to the Landowner, its successors and assigns. **It is expressly understood and agreed that the Town is under no obligation to routinely maintain or repair said Facility, and in no event shall this Agreement be construed to impose any such obligation on the Town, <u>such obligation is Landowner's.</u>**

5. The Landowner and the Association, its successors and assigns, will perform the work necessary to keep the Facility in good working order as appropriate. In the event the Town pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner, its successors and assigns, shall reimburse the Town upon demand, within thirty (30) days of receipt thereof for all actual costs incurred by the Town hereunder. In the event that Landowner or its successors or assigns fail to pay the Town for the

costs incurred under this section, the Town shall impress a lien for the costs of such work upon other lots owned by the Landowner or the Association. Such lien shall be perfected by filing in the office of the County Clerk of Denton County, Texas an affidavit identifying the property to be charged with such lien, stating the amount thereof, and making reference to this Agreement.

6. This Agreement imposes no liability of any kind whatsoever on the Town. **THE LANDOWNER AND ASSOCIATION AGREES TO HOLD THE TOWN HARMLESS FROM ANY LIABILITY IN THE EVENT THE FACILITY FAILS TO OPERATE PROPERLY. LANDOWNER AND ASSOCIATION COVENANT AND AGREE AND DOES HEREBY INDEMNIFY HOLD HARMLESS AND DEFEND THE TOWN OF NORTHLAKE, ITS AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL COSTS, EXPENSES, LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING, OR WHICH MIGHT ARISE, FROM THE FAILURE OF LANDOWNER OR ANY FUTURE OWNERS OF THE FACILITITY PROPERTY TO MAINTAIN THE FACILITY, INCLUDING, BUT NOT LIMITED TO THE BED AND BANKS OF THE DETENTION POND; ANY DAMAGES CAUSED TO PERSON OR PROPERTY DUE TO (1) FLOODING OF THE POND AND ITS BANKS, (2) SLOPE FAILURE OF THE BANKS OF THE POND, OR (3) FAILURE OF THE POND OR ITS BANKS TO OPERATE IN A MANNER CONSISTENT WITH TOWN OF NORTHLAKE CRITERIA; OR FAILURE TO PERFORM ANY OTHER DUTIES OR OBLIGATIONS HEREUNDER.**

7. Landowner and Association covenants and agrees that no habitable building shall be erected within the drainage easement outlined on Exhibit "A" but this paragraph shall not preclude construction of other improvements within the drainage easement, which do not impede drainage. Landowner and Association covenants and agrees that no habitable building shall be erected on the above property abutting such easement which shall have a finished floor at

an elevation less than two feet above the maximum depth of water in the detention pond which would occur during a 100 year frequency flood.

8. This Agreement shall be recorded among the land records of Denton County, Texas, shall constitute a covenant running with the land, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interests, including any property owners association.

9. Notwithstanding anything to the contrary contained or implied elsewhere herein, it is expressly agreed and understood that the liabilities, indemnities and obligations of Royal Crest Properties, LLC as Landowner hereunder shall expire and be of no further force or effect upon the transfer ("Transfer") by _____ to the Association of legal title to the Facility Property, save and except for any liabilities, indemnities and obligations of Royal Crest Properties, LLC as Landowner hereunder which have accrued and are due, payable and/or performable as of the date of the Transfer and which shall expressly survive the Transfer.

Executed this _____ day of _____ 2017.

Landowner

Royal Crest Properties, LLC

Name: Mr. Peter Paulson

Title: MANAGER

Stardust Ranch Homeowner's Association

Name: Mr. Peter Paulson

Title: PRESIDENT

Town of Northlake

_____

Drew Corn
Town Administrator

Approved as to Form and Legality

_____

Town Attorney

ATTEST

_____

Town Secretary

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on _____ by Drew Corn, Town Administrator of the Town of Northlake, on behalf of the Town of Northlake.

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

Before me, the undersigned authority on this 15 day of March, 2017, personally appeared Mr. Peter Paulson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of Royal Crest Properties, LLC, and that he executed the same as its _____ and as the act of such _____ and for the purposes and consideration expressed in the foregoing instrument.

GINA HICKMAN
Notary Public, State of Texas
Comm. Expires 09-26-2019
Notary ID 124694606

ghickman
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on March 15, 2017 by, Mr. Peter Paulson, authorized representative, acting on behalf of the Stardust Ranch Homeowner's Association.

GINA HICKMAN
Notary Public, State of Texas
Comm. Expires 09-26-2019
Notary ID 124694606

ghickman
Notary Public, State of Texas

EXHIBIT "A"

Legal Description
Tract One

Being a 217.482 acre tract of land situated in the Town of Northlake, Denton County, Texas, being a part of the John E. Anderson Survey, Abstract No. 22 and being the same 217.482 acre tract of land (Tract 1) conveyed to Royal Crest Properties, LLC by deed of record in County Clerk File No. 2016-7943 of the Real Property Records, Denton County, Texas, said 217.482 acre tract of land being more particularly described as follows:
Beginning at a 1/2" iron rod found in the center of Florance Road (public) at the intersection with the south line of Yarbrough Road (public) for the northwest corner of said 217.482 acre tract, said rod lying South 03°11' East 49.1 feet from a 1/2" iron rod found at the most westerly southwest corner of the 2,426.81 acre tract of land conveyed to Robson Denton Development, LP by deed of record in Volume 4373, Page 225 of said Real Property Records;
Thence North 89°22'53" East with the south line of said Yarbrough Road, a distance of 2,330.60 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of said 217.482 acre tract, said rod lying South 00°02' West 47.74 feet from a 1/2" iron rod found for an angle point in the west line of said 2,426.61 acre tract;
Thence South 00°01'37" West continuing with said Yarbrough Road and a west line of said 2,426.81 acre tract, a distance of 3,543.19 feet to a 1/2" iron rod found at the northeast corner of the permanent drainage easement (Part 2) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;
Thence South 0°33'12" East continuing with said Yarbrough Road, the west line of said 2,426.81 acre tract, and the east line of said drainage easement a distance of 50.01 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of the 5.3402 acre "Right-of-Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013-64668 of said Real Property Records, said rod maintaining the southeast corner of the herein described 217.482 acre tract;
Thence in a southwesterly direction with the north line of said the 5.3402 acre "Right-of-Way Dedication" the following calls and distances:

North 89°58'42" West a distance of 52.74 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 38°51'41" West a distance of 22.14 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to left having a radius of 800.11 feet and an arc length of 719.82 feet (chord bears South 54°24'50" West, 695.79 feet) to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 527.60 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 74°04'54" West a distance of 35.09 feet to a found 1/2" iron rod;

South 28°38'26" West a distance of 50.01 feet to a found 1/2" iron rod;

South 16°21'34" East a distance of 35.36 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 409.92 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to the right having a radius of 700.09 feet and an arc length of 461.28 feet (chord bears South 47°30'57" West, 452.98 feet) to a 1/2" iron rod found at the intersection of the north line of said 5.3402 acre "Right-of-Way Dedication" with the east line of the 14.892 acre tract of land conveyed to Kenneth M. Frisby, et ux by deed of record in County Clerk's File No. 2004-97683 of said Real Property Records, said rod being the most southerly southwest corner of the herein described tract;

Thence North 00°38'22" East with a west line of said 217.482 acre tract, at 696.7 feet passing a 1/2" iron rod found at the northeast corner of said 14.892 acre tract and the southeast corner of the 5.000 acre tract of land conveyed to Brandon Peavey, et ux by deed of record in County Clerk's File No. 2004-165894 of said Real Property Records, and continuing a total distance of 1,457.66 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found in the south line of said 217.482 acre tract for the northeast corner of that tract of land conveyed to James Huang by deed of record in Volume 2987, Page 233 of said Real Property Records;

Thence South 89°30'26" West with said south line, a distance of 856.79 feet to a 1/2" iron rod found in the center of said Florance Road and in the east line of the 55.06 acre tract of land (East Tract) conveyed to Jeanette Sexton Hathorn by deed of record in County Clerk's File No. 2012-75555 of said Real Property Records, said rod being the southwest corner of said 217.482 acre tract;

Thence North 00°25'53" West with the center of said Florance Road and the west line of said 217.482 acre tract, a distance of 1,574.40 feet to a 1/2" iron rod found at the southeast corner of the 3.160 acre tract of land conveyed to Lawrence P. Seidemann by deed of record in Volume 2699, Page 765 of said Real Property Records;

Thence North 00°20'55" West continuing along said centerline and west line, a distance of 2,181.77 feet to the **Point-of-Beginning** and containing **217.482 acres** of land.

EXHIBIT "A" (Continued)

Legal Description
Tract Two

Being a 40.665 acre tract of land situated in the Town of Northlake, Denton County, Texas, being a part of the John E. Anderson Survey, Abstract No. 22 and being the same 40.665 acre tract of land (Tract2) conveyed to Royal Crest Properties, LLC by deed of record in County Clerk File No. 2016-7943 of the Real Property Records, Denton County, Texas, said 40.665 acre tract of land being more particularly described as follows:
Beginning at a 1/2" iron rod found at the intersection of the south line of the 5.3402 acre "Right-of-Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013-64668 of said Real Property Records, with the north line of that tract of land conveyed to Ruth E. Faught by deed of record in Volume 897, Page 478 of said Real Property Records, said rod being the southwest corner of said 40.665 acre tract;
Thence in a northeasterly direction with the south line of said 5.3402 acre "Right-of-Way Dedication" the following calls and distances:

A curve to the left having a radius of 800.11 feet and an arc length of 496.17 feet (chord bears North 46°24'21" East, 488.26 feet) to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";
North 28°38'26" East a distance of 409.92 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";
North 73°38'26" East a distance of 35.36 feet to a found 1/2" iron rod;
North 28°38'26" East a distance of 50.01 feet to a found 1/2" iron rod;
North 16°21'34" West a distance of 35.37 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";
North 28°38'26" East a distance of 527.22 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";
A curve to the right having a radius of 700.09 feet and an arc length of 625.93 feet (chord bears North 54°15'13" East, 605.29 feet) to found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";
South 51°08'19" East a distance of 33.61 feet to a found 1/2" iron rod;
North 83°51'41" East a distance of 7.46 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found in the west line of the permanent drainage easement (Part 1) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;

North 00°09'09" West a distance of 26.32 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northwest corner of said drainage easement;
South 89°53'54" East a distance of 342.02 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of said drainage easement and 40.665 acre tract;

Thence South 00°36'09" East with the east line of said 40.665 acre tract, at 50.0 feet passing a 1/2" iron rod found at the southeast corner of said drainage easement and continuing a total distance of 1,592.35 feet to a wood fence corner post found maintaining the southeast corner of said 40.665 acre tract;
Thence S 89°30'19" W with the south line of said 40.665 acre tract, passing the northeast corner of the 22.54 acre tract of land conveyed to John J. Wolken, et ux by deed of record in Volume 1712, Page 39 of said Real Property Records, and continuing along the

north line thereof a total distance of 1,320.68 feet to a 1/2" steel rod found at the northwest corner of said 22.54 acre tract;
Thence South 89°40'53" West continuing with said south line, a distance of 413.66 feet to the **Point-of-Beginning** and containing **40.665 acres** of land.

Exhibit "C"

TOWN OF NORTHLAKE STORMWATER FACILITY OPERATION AND MAINTENANCE PLAN

The only responsibility the Town of Northlake has in the operation and maintenance of this Facility is inspection.

General Maintenance Procedures

The structural and functional integrity of the Facility shall be maintained at all times by removing and preventing drainage interference, obstructions, blockages, or other adverse effects into, through, or out of the system.

Periodic silt removal shall occur when standing water conditions occur or the pond's storage volume is reduced by more than 10%. Silt shall be removed and the pond/basin returned to original lines and grades shown on the approved engineering plans. In addition, corrective measures are required any time a basin does not drain completely within 72 hours of cessation of inflow. NO STANDING WATER IS ALLOWED in basins designed for dry detention purposes.

Accumulated litter, sediment, and debris shall be removed every 6 months or as necessary to maintain proper operation of the basin. Disposal shall be in accordance with federal, state and local regulations.

Detention facilities shall be mowed monthly between the months of April and October or anytime vegetation exceeds 12-inches in height.

To prevent debris from entering and clogging the downstream storm sewer system a wire mesh screen or similar screening device shall be installed over the outlet until final acceptance.

4. PREVENTIVE MAINTENANCE/INSPECTION

- Visual inspections of all components will be conducted every 6 months.
- A log shall be kept of maintenance actions, and inspections. The log should document the condition of the detention system's primary components, mowing, and silt, litter and debris removal dates. Document aeration of the basin bottoms and replanting to prevent the sealing of the basin bottom.
- **Written maintenance and repair records shall be maintained by the party or parties signing the attached Agreement and shall be provided to the Town upon request.**

Exhibit "D"

Stormwater Structural Maintenance CHECKLIST

FREQUENT INSPECTION	DATE	REPAIRS REQUIRED	REPAIRS MADE	NOTES
Mowing				
Remove Trash and debris				
Inspect irrigation system operation				
Remove grass clippings				
Violations Noted				
MINOR INSPECTION				
Condition of Pond				
Amount of silt in pond				
Amount of silt in flume				
Amount of ponded water				
Amount of wetland vegetation				
Location of Erosion				
Percent of vegetation				
Condition of trash guard				
Location of Erosion				
MAJOR INSPECTIONS				
Condition of Stormwater Quality Structure				
Type of Stormwater Quality Structure				
Structure type and Condition				
Condition of Rip-Rap				

Condition of filtration system				
Berm or Embankment Settlement				
Location of erosion				
Evidence of Animals				
Evidence of Aquatic life				
Condition of Aeration Foundation				

Regular Items

Agenda Item 7

J. Consider for approval an Ordinance amending Ordinance No. 15-0730 being a Rural Estates Planned Development, amending the zoning classification and development standards of certain property in the Town of Northlake as described in Exhibit 'A'; being more particularly described as a 215.09 acre tract of land situated in the J.E. Anderson Survey, Abstract No. 22, in the Town of Northlake, Denton County, Texas
   i. Public Hearing
   ii. Ordinance No. 17-0511B

K. Consider for approval a Final Plat of Stardust Ranch Phase 2, the final phase of the Stardust Ranch development consisting of 130 single-family residential lots and 5 open space lots on 185.676 acres of land in the J.E. Anderson Survey, Abstract No. 22, generally located north of Robson Ranch Road, south and west of Yarbrough Way, and east of Florance Road, and zoned Rural Estates Planned Development (RE-PD). Royal Crest Properties LLC is the owner. Douglas Properties, Inc. is the applicant/developer. Weswood Professional Services is the engineer/surveyor. Case # FP-16-006

L. Consider for approval an Ordinance amending Ordinance No. 16-1110, the 2016 Master Thoroughfare Plan Update as amended, by replacing the Master Thoroughfare Plan Map
   i. Public Hearing
   ii. Ordinance No. 17-0511C

M. Consider for approval Final Plat of Lots 1-4, Block 3, Northport Addition, a 14.0026-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located north of SH 114 between Northport Drive and Dale Earnhardt Way, and zoned Commercial (C). Northport Partners, LLC is the owner. Miller Surveying, Inc. is the surveyor. Case # 17-004

N. Consider for approval Site Plan for 7-Eleven, a proposed 3,010 square-foot gas station/convenience store on 1.12 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 2, Block 3, Northport Addition, generally located on the north side of SH 114 approximately 200 feet west of Dale Earnhardt Way/Cleveland-Gibbs Rd at 4250 SH 114, and zoned Commercial (C). Northport Partners, LLC is the owner. Verdad Real Estate is the applicant/developer. CEI Engineering Associates, Inc. is the engineer. K2M Design is the architect. Case # SP-17-002

O. Consider for approval a Development Agreement with Northlake Office Park, LLC

P. Consider for approval Final Plat of Lot 1, Block A, Northlake Office Park, a 2.0-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located in the extraterritorial jurisdiction (ETJ) of the Town of Northlake at the northwest corner of FM 407 and Thompson Road. Northlake Office Park, LLC is the owner/applicant. Spry Surveyors is the surveyor. Case # FP-17-002

Q. Consider for approval to contract with SC Tracking Solutions for backflow device, customer service inspections and on-site sewage facility tracking and reporting

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Stardust Ranch RE-PD Amendment (PD-17-005)

Purpose: To hold a public hearing and consider amending the Rural Estates Planned Development (RE-PD) zoning ordinance for Stardust Ranch, a planned development on approximately 215.09-acres of land situated in the J.E. Anderson Survey, Abstract No. 22, generally located north of Robson Ranch Road, south and west of Yarbrough Way, and east of Florance Road.

Public Hearing Information: Northlake's Unified Development Code (UDC) in accordance with state law requires that a zoning change must be approved by ordinance following public notice and a public hearing. Any amendments to a planned development are considered zoning changes requiring a public hearing. The public hearing is scheduled to be held at this meeting. Notice of the public hearing was published in the Denton Record Chronicle and mailed to all Northlake property owners within 200 feet of the site as required. Staff has received no responses from the notifications as of the writing of this memo. Any responses received prior to the public hearing will be presented at the Town Council meeting.

Owner: Royal Crest Properties LLC

Applicant/Developer: Douglas Properties, Inc.

Background There are four gas wells located on three separate pad sites within the Stardust Ranch development. The gas wells are subject to Specific Use Permits (SUP's) which specify the pad site locations to be used for gas well drilling and production. The developer plans to slightly reconfigure the pad sites as approved with the SUP's, but the modification will have no effect on the existing gas wells. As the owner and developer worked with Devon Energy, the gas well operator, they proposed an amendment to the planned development to provide for the modification of the well sites and to set standards to allow for new gas wells to be drilled only upon these sites.

Staff Analysis: The proposed amendments to the RE-PD only pertain to oil and gas wells. No other changes are proposed. The changes for Oil and Gas Well Drilling/Production include adding the use as a permitted use by right, but restricting it to only the three existing pad sites on the site which are identified on the concept plan. In addition, reference is made to the existing wells, and provisions are made for new gas well drilling subject to the Town's requirements outlined in the Unified Development Code (UDC) with the exception of two variances, one for noise requirements and another reducing the setback from residential structures to 300 feet. The UDC allows for such a reduction with approval of affected owners.

Staff has also reviewed this application in accordance with the Unified Development Code (UDC) and found the submittal to meet the minimum requirements to be considered by the Town Council. Staff finds that the proposed amendment, attached in the form of Ordinance No. 17-0511B, is acceptable for consideration by the Town Council.

Attachments:

- Public Hearing Information – Notice, Buffer Map, & Contact List
- Ordinance No. 17-0511B – Proposed RE-PD Amendment (with redline of Exhibit C)

OFFICIAL NOTIFICATION

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Northlake Town Council will hold a public hearing on Thursday, May 11, 2017, at a meeting to begin at 5:30 pm at Northlake Town Hall, 1400 FM 407, Northlake, Texas. The purpose of this hearing is to hear comments for or against an amendment to the concept plan and development standards related to gas wells in the RE-PD – Rural Estate Planned Development for Stardust Ranch, an approximately 215.09-acre tract of land situated in the J.E. Anderson Survey, Abstract No. 22, generally located north of Robson Ranch Road, south and west of Yarbrough Way, and east of Florance Road. Royal Crest Properties LLC is the owner. Douglas Properties, Inc. is the applicant/developer. Case # PD-17-005.

ABOUT THIS REQUEST

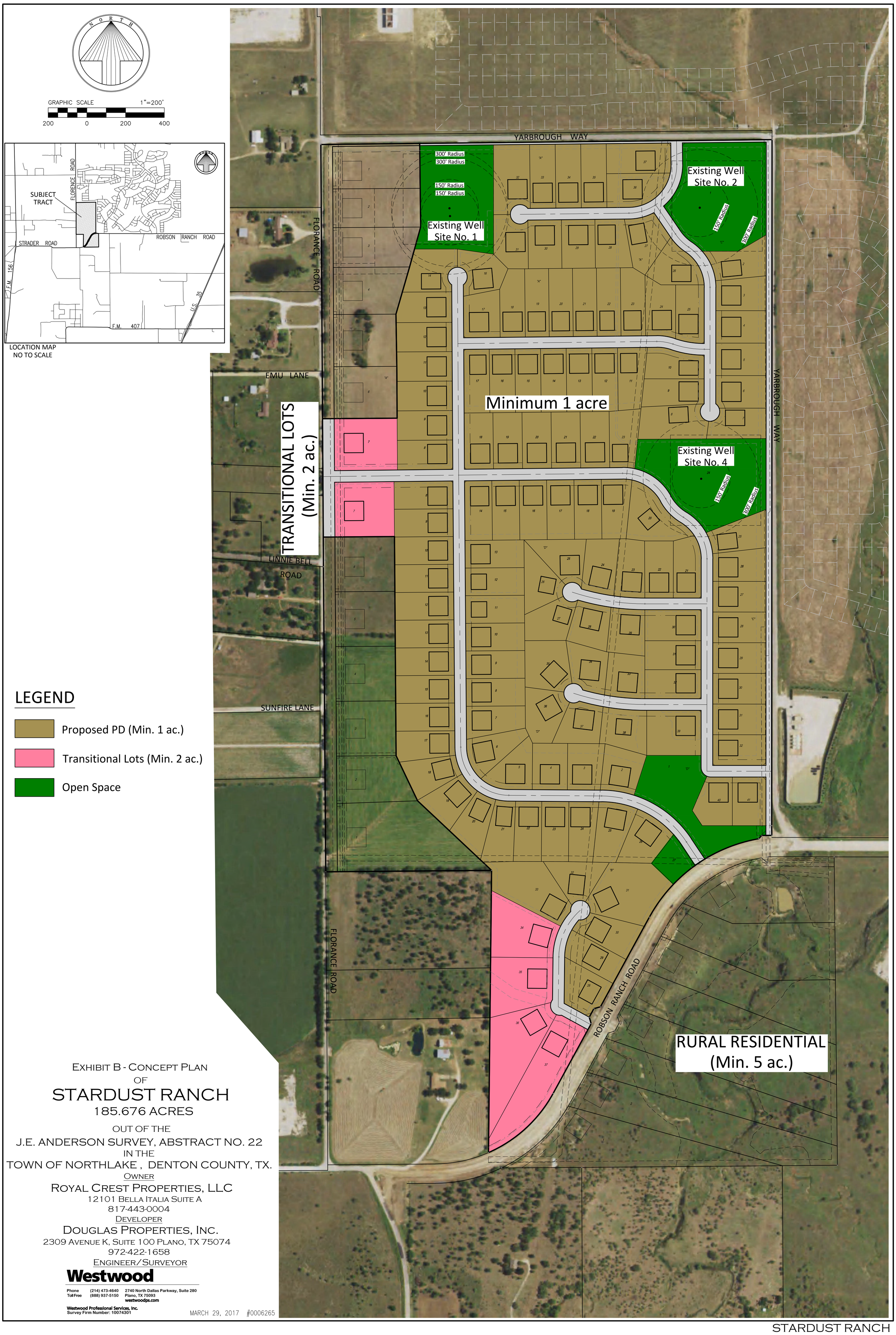
The owner/developer of Stardust Ranch has submitted a request to amend the RE-PD to add specific standards related to gas wells and to repeal Specific Use Permits (SUP's) for existing gas wells within the development which will instead be governed by the RE-PD standards. An updated concept plan provided on the next page identifies the three existing gas well pad sites which are proposed to be the only locations within the development that gas well drilling and operations will be permitted. If you would like more information or have any questions about this request, please contact Nathan Reddin, Development Director, at 940-242-5703 or nreddin@town.northlake.tx.us. You may also visit Northlake Town Hall between the hours of 8:00 am to 4:00 am, Monday – Friday.

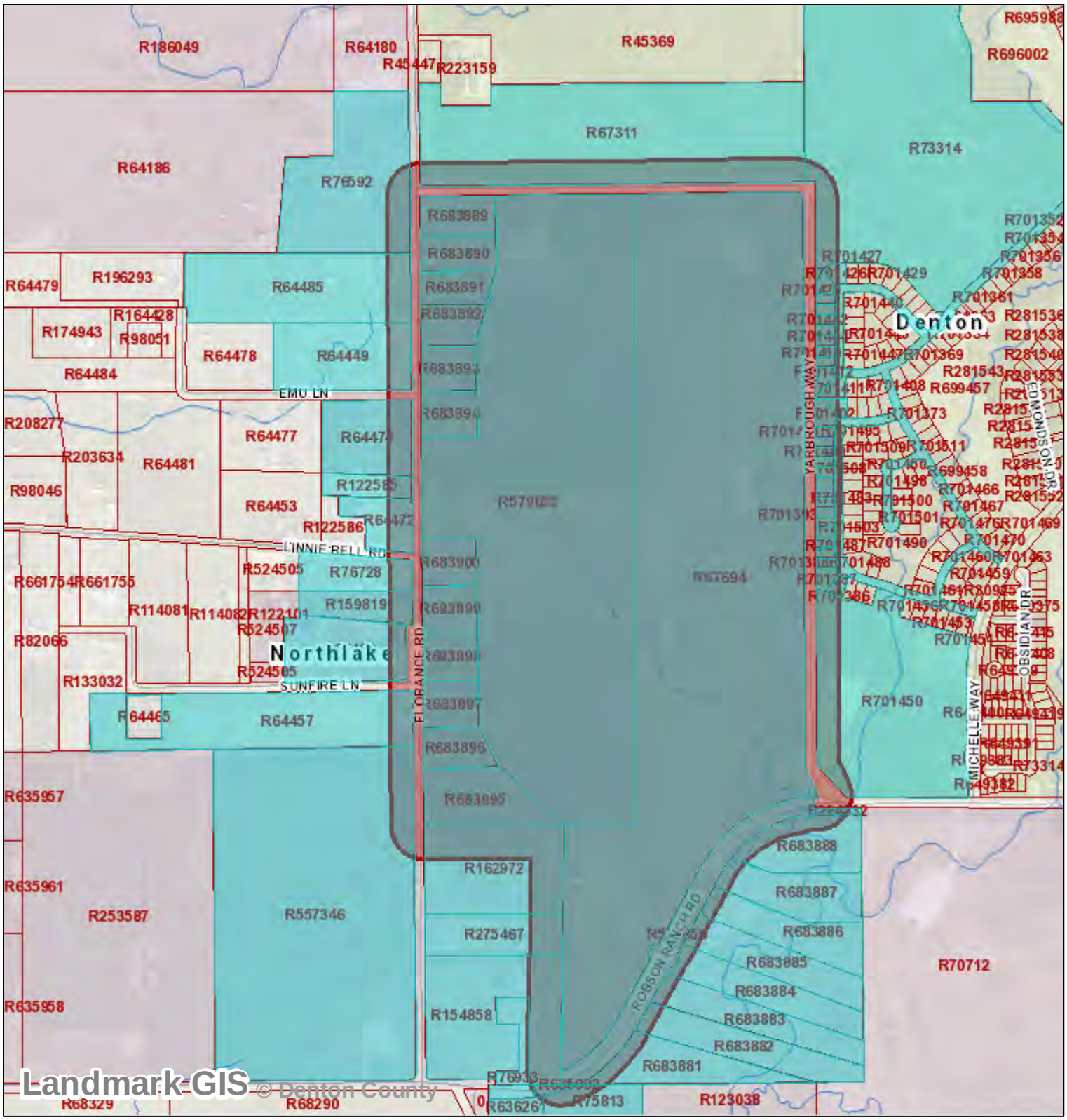
PUBLIC HEARING PROCESS

The public hearing process is designed to provide opportunities for citizen involvement and comment. The public hearing is held before the Town Council. During the public hearing, interested persons are asked to sign in and speak before the Town Council to provide comments for or against the request before the Town Council. Prior to the public hearing, Northlake landowners within two hundred (200) feet of the subject property are notified of the request by mailing of this notice thirty (30) days prior to the date of the public hearing. Notifications are also published in the Denton Record-Chronicle fifteen (15) days prior to the date of the public hearing.

WRITTEN RESPONSE PROCESS

You may also make your opinion known on this request by returning the enclosed Notification Response Form. Please return this form with your comments prior to the date of the public hearing. *This in no way prohibits you from attending and participating in the public hearing.* The Council is informed of the percentage of responses in support and in opposition of the request. If the owners of more than twenty (20) percent of the Northlake land area within two hundred (200) feet of the site submit written opposition, then four (4) out of five (5) votes of the Town Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***


NORTH
GRAPHIC SCALE 1"=200'
200 0 200 400
SUBJECT TRACT
FLORENCE ROAD
STRADER ROAD
ROBSON RANCH ROAD
F.M. 156
F.M. 407
U.S. 35
LOCATION MAP
NO TO SCALE
YARBROUGH WAY
300' Radius
300' Radius
150' Radius
150' Radius
Existing Well Site No. 1
Existing Well Site No. 2
150' Radius
300' Radius
FLORANCE ROAD
EMU LANE
TRANSITIONAL LOTS (Min. 2 ac.)
Minimum 1 acre
Existing Well Site No. 4
150' Radius
300' Radius
YARBROUGH WAY
LINNIE BELL ROAD
SUNFIRE LANE
FLORANCE ROAD
ROBSON RANCH ROAD
RURAL RESIDENTIAL (Min. 5 ac.)
LEGEND
Proposed PD (Min. 1 ac.)
Transitional Lots (Min. 2 ac.)
Open Space
EXHIBIT B - CONCEPT PLAN
OF
STARDUST RANCH
185.676 ACRES
OUT OF THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE
TOWN OF NORTHLAKE , DENTON COUNTY, TX.
OWNER
ROYAL CREST PROPERTIES, LLC
12101 BELLA ITALIA SUITE A
817-443-0004
DEVELOPER
DOUGLAS PROPERTIES, INC.
2309 AVENUE K, SUITE 100 PLANO, TX 75074
972-422-1658
ENGINEER/SURVEYOR
Westwood
Phone (214) 473-4640
Toll Free (888) 937-5150
2740 North Dallas Parkway, Suite 280
Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
Survey Firm Number: 10074301
MARCH 29, 2017 #0006265



200 Foot Buffer Map

DENTON COUNTY Technology Services Geographic Information Systems

0 475 950 1,900 Feet

http://www.dentoncounty.com

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

N

200 Foot Notification List for Public Hearing

Case Name: Rural Estate Planned Development (RE-PD) Amendment
Case Type: Planned Development (PD)
Case Number: PD-17-005
Public Hearing Date: May 11, 2017

PROPERTY ID	OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP	LEGAL DESCRIPTION
OWNER	ROYAL CREST PROPERTIES LLC	5848 BOAT CLUB RD	FORT WORTH	TX	76179	MULTIPLE
APPLICANT	DOUGLAS PROPERTIES INC ATTN: JIM DOUGLAS	2309 AVE K SUITE 100	PLANO	TX	75074	
MULTIPLE	DENTON COUNTY, TEXAS C/O DENTON COUNTY COMMISSIONERS COURT	110 W HICKORY ST	DENTON	TX	76201	A0022A J.E. ANDERSON, TR 1 (PT) (ROW); A1501A JAMES, TR 4 (PT) (ROW) & 4A (PT) (ROW)
76592	SEALS, BILLY GEORGE & JUANITA M	5508 FLORANCE RD	JUSTIN	TX	76247	A1568A DOWNING, TR 2
64474	WHITLOCK, R W	PO BOX 814443	DALLAS	TX	75381	A1482A C. MILLS, TR 7
159819	LIVINGSTON, MARY JANE	6120 FLORANCE RD	JUSTIN	TX	76247	A1482A C. MILLS, TR 23
667490	MCQUONE, RICHARD J SR	120 N HOOK ST	HICKORY CREEK	TX	75065	A1482A C. MILLS, TR 22
557346	HATHORN, JEANETTE SEXTON	PO BOX 124	JUSTIN	TX	76247	A1291A T&P RR, TR 1A
162972	HUANG, JAMES	51 LAKESHORE	IRVINE	CA	92604	A0022A J.E. ANDERSON, TR 2A (N 1/2)
275467	PEAVEY, BRANDON S & CINDY L	PO BOX 676	HARDIN	TX	77561	A0022A J.E. ANDERSON, TR 2A (1)
MULTIPLE	FRISBY, KENNETH M & CATHY L	6775 FLORANCE RD	NORTHLAKE	TX	76247	A0022A J.E. ANDERSON, TR 2 & 2A (S 1/2)
636261	JACKSON, BRADLEY M & LAURA J	7910 EVELYN LN	NORTHLAKE	TX	76247	JACKSON RANCH BLK A LT 1
75813	FAUGHT DAVID L	210 WINDMILL DR	JUSTIN	TX	76247	A1501A JAMES, TR 4 (PT)

All other properties within 200 feet of subject property are located outside of the Northlake town limits within Northlake ETJ or the City of Denton.

ORDINANCE NO. 17-0511B

AN ORDINANCE AMENDING ORDINANCE NO. 15-0730 BEING A RURAL ESTATES PLANNED DEVELOPMENT, AMENDING THE ZONING CLASSIFICATION AND DEVELOPMENT STANDARDS OF CERTAIN PROPERTY IN THE TOWN OF NORTHLAKE AS DESCRIBED IN EXHIBIT 'A'; BEING MORE PARTICULARLY DESCRIBED AS A 215.09 ACRE TRACT OF LAND SITUATED IN THE J.E. ANDERSON SURVEY, ABSTRACT NO. 22, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, as an incorporated municipality in the State of Texas, has been given the authority by Chapter 211 of the Local Government Code to establish zoning and amend zoning in accordance with Chapter 211; and

WHEREAS, the Town Council of the Town of Northlake, Texas heretofore adopted Ordinance No. 15-0730 establishing the zoning of Rural Estates Planned Development District "RE-PD" for a 215.09-acre tract of land located in the J.E. Anderson Survey, Abstract No. 22, in the Town of Northlake, Denton County, Texas; and

WHEREAS, Ordinance No. 15-0730 contained development standards which regulate and restrict the location and use of buildings, structures, and land for trade, industry, residence, and other purposes, and provides for the establishment of zoning districts of such number, shape and area as may be best suited to carry out these regulations; and

WHEREAS, the Town of Northlake has received a request to amend the development plan and development standards included in Ordinance No. 15-0730, the same being the established "RE-PD" Rural Estates Planned Development District; and

WHEREAS, all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for zoning of property have been complied with; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on May 11, 2017 with respect to the zoning change described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to amend Ordinance No. 15-0730 being an "RE-PD" Rural Estates Planned Development District.

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

SECTION 1

Ordinance No. 15-0730 is hereby amended so that the "RE-PD" Rural Estates Planned Development Concept Plan is amended to be as provided in Exhibit "B" and the Development Standards are amended as provided in Exhibit "C" attached hereto.

SECTION 2

The use of the property described in Exhibit "A" shall be subject to all applicable regulations contained in the Development Standards provided in Exhibit "C", the Unified Development Code, and all other applicable and pertinent ordinances of the Town of Northlake.

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 the Code of Ordinances of the Town of Northlake or any 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 Code of Ordinances or any other ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the Northlake Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5

Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed $2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 6

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED on this the 11th day of May 2017.

_____

Peter Dewing, Mayor

ATTEST:

_____

Shirley Rogers, Town Secretary

EXHIBIT A
LEGAL DESCRIPTION
STARDUST RANCH

BEING, all that certain tract of land situated in the J.E. Anderson Survey, Abstract No. 22, Town of Northlake, Denton County, Texas, and being all of that certain tract of land described in deed to Velta Mae Yarbrough, as recorded in Document number 2005-161856, of the Real Property Records of Denton County, Texas, and being part of that certain tract of land described in deed to Wilma Joyce Roach, as recorded in Document number 2005-161857, of the Real Property Records of Denton County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING, at a point for the northwest corner of said Yarbrough tract, and being the center line intersection of Florance Road & Yarbrough Way;

THENCE, North 89 degrees 12 minutes 07 seconds East, a distance of 2305.26 feet to a point;

THENCE, South 00 degrees 02 minutes 16 seconds East, a distance of 3552.61 feet to the north right-of-way line of Robson Ranch Road;

THENCE, along the north right-of-way line of said Robson Ranch Road the following course and

distance; North 89 degrees 58 minutes 48 seconds West, a distance of 52.73 feet to a point;

South 38 degrees 51 minutes 37 seconds West, a distance of 22.14 feet to a point;

Along a non-tangent curve to the left having a central angle of 51 degrees 32 minutes 48 seconds, a radius of 800.00 feet with an arc length of 719.73 feet and a chord bearing of South 54 degrees 24 minutes 46 seconds West, and a chord length of 695.70 feet to a point;

South 28 degrees 38 minutes 22 seconds West, a distance of 527.53 feet to a point;

South 74 degrees 04 minutes 50 seconds West, a distance of 35.09 feet to a point;

South 28 degrees 38 minutes 22 seconds West, a distance of 50.00 feet to a point;

South 16 degrees 21 minutes 38 seconds West, a distance of 35.36 feet to a point;

South 28 degrees 38 minutes 22 seconds West, a distance of 409.87 feet to a point;

Along a tangent curve to the right having a central angle of 37 degrees 45 minutes 04 seconds, a radius of 700.00 feet with an arc length of 461.22 feet and a chord bearing of South 47 degrees 30 minutes 53 seconds West, and a chord length of 452.92 feet to a point;

THENCE, North 00 degrees 38 minutes 30 seconds East, leaving said north right-of-way line a distance of 1419.96 feet to a point;

THENCE, South 89 degrees 59 minutes 10 seconds West, a distance of 866.09 feet to a point on the centerline of said Florance Road;

THENCE, North 00 degrees 05 minutes 44 seconds East, along said centerline of Florance Road a distance of 3738.97 feet to the Point of Beginning and containing 9,369,400 square feet or 215.09 acres of land.

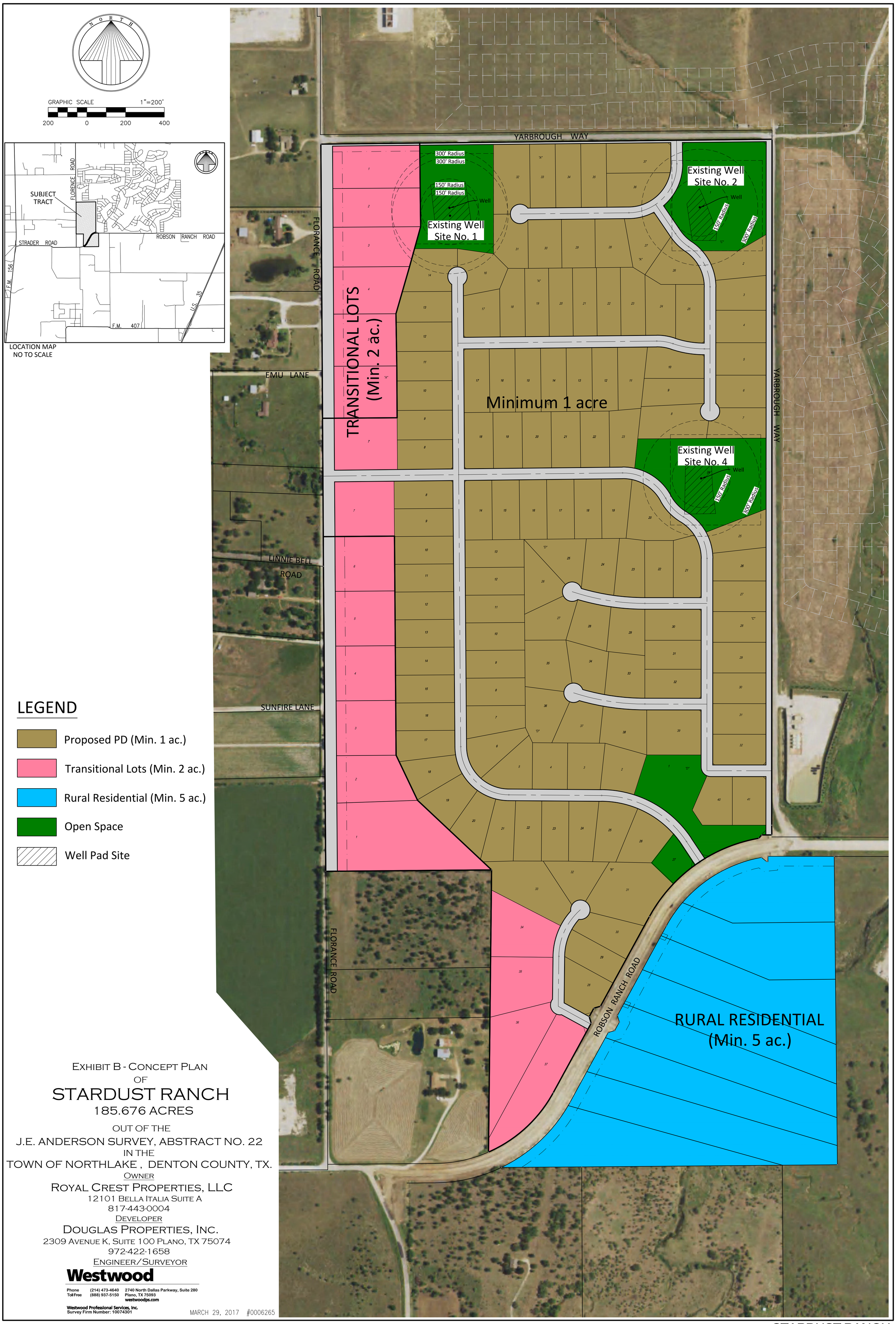


EXHIBIT B - CONCEPT PLAN
OF
STARDUST RANCH
185.676 ACRES
OUT OF THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE
TOWN OF NORTHLAKE , DENTON COUNTY, TX.

OWNER
ROYAL CREST PROPERTIES, LLC
12101 BELLA ITALIA SUITE A
817-443-0004

DEVELOPER
DOUGLAS PROPERTIES, INC.
2309 AVENUE K, SUITE 100 PLANO, TX 75074
972-422-1658

ENGINEER/SURVEYOR
Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301

MARCH 29, 2017 #0006265

EXHIBIT C
PLANNED DEVELOPMENT STANDARDS
STARDUST RANCH

COMMUNITY FRAMEWORK

Stardust Ranch is a master-planned, low-density residential development with lot sizes ranging from a minimum of one (1) acre to more than two (2) acres within the planned development district boundary and more than five (5) acres for the portion of the development to remain zoned Rural Residential. The development is intended to provide a transition between the higher-density lots within the Robson Ranch development in the City of Denton and the lower-density Rural Residential lots within the Town of Northlake.

GENERAL STANDARDS

1. The design and development of Stardust Ranch shall take place in general accordance with the attached Exhibit B-Concept Plan.
2. The maximum number of homes in the Stardust Ranch community shall be 142 lots plus any lots south of Robson Ranch Road to remain zoned Rural Residential. (0.61 homes/gross acre or 1.63 gross acres/home).
3. Stardust Ranch shall be developed in accordance with all applicable development requirements of the Town of Northlake unless otherwise provided herein. In the event of any conflict between these standards and any requirement of the Town, these standards shall apply.

COMMUNITY DESIGN STANDARDS

1. **Open Space**: A minimum of 8% (17 acres) of the Stardust Ranch community shall be open space. For purposes of this section, "open space" shall be defined as those areas, as shown on Exhibit B-Concept Plan, including landscape buffers and any areas not used for single family lots or street rights-of-way. The open space shall be owned by the Homeowners Association (HOA) or within easements on private lots and maintained by the HOA.
2. **Landscape Buffer**: A minimum twenty-five (25') foot wide linear landscape strip shall be provided adjacent to all streets where lots back up to a street (Yarbrough Way and Robson Ranch Road). The landscape strip shall include one (1) shade tree (three-inch caliper minimum) for every forty (40') feet of linear street frontage. In addition to the trees, ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons. Berms may be constructed within the buffer which may encroach up to 3' into the right-of-way and shall not exceed a 3:1 slope. If located on a private lot, the landscape strip shall be within an easement with maintenance provided by the HOA.
3. **Irrigation**: Landscape buffers and HOA open spaces shall be irrigated with irrigation systems. Trees and shrubs shall be irrigated by bubbler irrigation lines. Other landscaping may be irrigated by spray irrigation.
4. **Perimeter Fencing**: A uniform, perimeter fence shall be provided where lots back up to a street on the perimeter of the development. Such fencing shall be split rail, ornamental metal (wrought iron), or similar open style material with masonry columns placed at each lot line/corner along the street frontage. A light gauge wire mesh may be used in conjunction with open style fencing to contain pets and provide for nuisance wildlife control. The perimeter fencing shall be located within an easement with maintenance provided by the HOA.

5. **Entry Features**: A landscaped entry feature with subdivision identity signage shall be provided at the primary entries to the development from Robson Ranch Road and Florance Road.
6. **Hike & Bike Trails**: A minimum eight (8) foot wide concrete trail shall be provided along the east side of Florance Road and north side of Robson Ranch Road in accordance with the Town's Future Trail Plan or at an agreed location with the Town and the Developer inside the development. The trail should be contained within an easement adjacent to the street right-of-way (ROW), and it may encroach the street ROW where staff determines that it will not conflict with any future improvements within the ROW. The trail easement may be contained within the landscape buffer described above. The trail shall be constructed with the development when it is located in open space, if not it will be built with the construction of the house on the subject lot.
7. **Streets**: All streets within the development shall be designed in accordance with the Local Residential Rural (L2U-R) standard. Due to the low density, rural character of the development and the provision of hike and bike trails as described above, sidewalks will not be required adjacent to any interior streets.
8. **Driveway Access**: Any lots fronting Florance Road or Robson Ranch Road must be accessed from an adjacent side street or a shared driveway to minimize driveway access points on the thoroughfares. No driveway access shall be provided from the rear of a residential lot. Gas well access shall be restricted to Yarbrough Way only. No gas well access shall be allowed from residential streets within the development.
9. **Parkland Dedication/Development**: The open space and hike and bike trails shall be recognized as meeting all of the Town of Northlake's acreage and/or parkland dedication fee requirements for public and/or private open space for the Stardust Ranch community.
10. **Community Amenity Plan**: A community amenity plan to include plans and details for open space, landscape buffers, perimeter fencing, entry features, and hike and bike trails shall be provided in conjunction with the preliminary plat for review and approval with the preliminary plat.

DEVELOPMENT STANDARDS

Stardust Ranch will be comprised of single family detached homes with a minimum lot size of one (1) acre except for transitional lots, defined as any lot abutting the western boundary of Stardust Ranch, which shall have a minimum lot size of two (2) acres. Stardust Ranch shall be developed in accordance with the Rural Estates (RE) District of the Northlake Unified Development Code (UDC) as it exists or may be amended, except as otherwise provided herein.

Dimensional Requirements

The dimensional requirements for the Rural Estates (RE) District, in accordance with Table 5.1 of the Northlake Unified Development Code (UDC) as amended, shall apply except as indicated below.

Minimum Lot Size and Dimensions

1. Area of Transitional Lots: 2 acres.
2. Width of corner lots: 120 ft.
3. Depth of lots backing to a street: 225 ft.

Minimum Yard Setbacks

1. Front: 30 ft.
2. Front on Florance Road: 50 ft.
3. Side: 15 ft.
4. Side adjacent to street: 30 ft.

Miscellaneous Lot Development Requirements

1. Minimum dwelling unit area: 2,700 sf.
2. Maximum height: 40 ft. for the main building.
3. Maximum impervious cover: 40%.

Permitted Uses

Permitted uses allowed in Stardust Ranch shall be all principal and accessory uses which are allowed by right in the Rural Estates (RE) District, in accordance with Table 5.2 of the Northlake Unified Development Code (UDC), as amended. Oil and Gas Well Drilling/Production shall be a permitted use allowed by right only upon the Well Pad Sites identified on Exhibit B – Concept Plan, and such use shall be subject to the requirements for Oil and Gas Well Sites specified herein. A Special Use Permit (SUP) shall be required for all uses otherwise requiring a SUP in the Rural Estates (RE) District, in accordance with Table 5.2 of the Northlake Unified Development Code (UDC), as amended.

Accessory Uses and Structures

The standards for Accessory Uses and Structures outlined in Sec. 8.2 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. No accessory structure shall be constructed on a lot without a principal structure.
2. No trailers, containers, shipping containers, commercial boxes, vehicles or similar structures shall be used as accessory structures.
3. A maximum of one (1) accessory structure (not a detached garage) and one (1) detached garage shall be permitted per lot.
4. Accessory dwellings shall comply with Section 8.3 of the UDC.
5. Accessory structures shall adhere to the following design requirements:
   a. Accessory structures with a floor area in excess of 120 square feet but less than 240 square feet shall be constructed with exterior grade wood siding or with the same materials as the principal structure.
   b. Accessory structures with a floor area in excess of 240 square feet but less than 600 square feet shall be constructed with the same percentage and type of materials as the primary structure.
   c. Accessory structures with a floor area in excess of 600 square feet shall be constructed with the same percentage and type of materials as the primary structure. Additionally, it shall match the architectural style of the primary structure as much as possible (including, but not limited to, roof style and pitch, window and door design, height measured at the wall top plate and architectural detailing).

Exterior Construction and Design Standards

All exterior construction and design standards outlined in Sec. 9.5 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Architectural repetition: Homes with the same floor plan and/or elevation shall be prohibited from being located next to each other. Homes with the same elevation shall be prohibited from being located across the street from each other.
2. In addition to the single-family residential mandatory provisions of Sec. 9.5 of the UDC, all homes must contain a minimum of 80% brick, stone, or stucco on the exterior facade.
3. All mailboxes shall be constructed of brick and stone to match the home.

Landscaping and Tree Protection

Landscaping and tree protection standards of Sec. 9.10 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Landscape buffers shall meet the requirements specified in the Community Design Standards section

above.

2. The front yard of each residential lot shall be fully landscaped with sod and a minimum of three (3) shade trees (three-inch caliper minimum) prior to occupancy of a home. The front yard shall include an irrigation system for maintenance of the required front yard landscaping.

Screening and Fencing
Screening and fencing standards of Sec. 9.11 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Perimeter fencing shall meet the requirements specified in the Community Design Standards section above.

Parking and Loading
Parking and loading standards of Article 10 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Each home shall have a minimum of three (3) parking spaces within an enclosed garage.
2. Garage doors shall not face a street unless they are incorporated into a mixed-swing design with only a one-car garage door facing the street and/or the garage is detached and located behind the main house or setback a minimum of 100 feet from the street, whichever is less.

Oil and Gas Well Sites
The Yarbrough GU 1 (API #421213080600), Yarbrough GU 2 (API #421213150200), Yarbrough GU 4 (API#421213150500), and Yarbrough GU 7H (API #421213289500) are all currently operating and producing oil and gas wells located on the Stardust Ranch property (the "Wells"). Any future drilled wells will be subject to Northlake's Oil and Gas Well Drilling Regulations, found in Article 13 of the Northlake Unified Development Code ("UDC"), in effect on the effective date of this Planned Development Agreement, including any amendments thereto in effect as of such date.

Notwithstanding the above and any setback requirements in Section 13.4 and 13.5 of the UDC and any noise requirements in Section 13.22D of the UDC, the Town of Northlake hereby grants the following variances from the UDC:

1. All noise requirements in Section 13.22D of the UDC are hereby waived as to the Wells and all current and future drilling activities and operations associated therewith, provided however, that operator shall endeavor to minimize any noise associated with such activities on the Stardust Ranch property; and
2. Drilling, development, production, and operation activities associated with the Wells may be located closer than 600 feet, but not closer than 300 feet, from any residential structures constructed on the Stardust Ranch property.

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Final Plat of Stardust Ranch Phase 2 (FP-16-006)

Purpose: To consider approval of a Final Plat of Stardust Ranch Phase 2, the final phase of the Stardust Ranch development consisting of 130 single-family residential lots and 5 open space lots on 185.676 acres of land in the J.E. Anderson Survey, Abstract No. 22, generally located north of Robson Ranch Road, south and west of Yarbrough Way, and east of Florance Road.

Owners: Royal Crest Properties, LLC

Applicant/Developer: Douglas Properties, Inc.

Engineer/Surveyor: Westwood Professional Services

Background: The concept for development of the 258 -acre Stardust Ranch, which included providing a transition between the higher density residential development, both existing and planned, on the north and east sides of the property in the City of Denton's Robson Ranch development and the lower density residential development on the south and west sides of the development in Northlake's Rural Residential area, was first presented to the Town Council at the June 11, 2015 meeting. This led to the submittal of a planned development zoning change from Rural Residential (RR) to Rural Estates Planned Development (RE-PD) for a 215.09-acre portion of the property to incorporate additional standards and restrictions, including a concept plan with a transitional zone requiring a minimum lot size of two (2) acres on the western boundary of the site with one (1) acre minimum lot sizes for the remainder of the site. The RE-PD zoning was approved on July 30, 2015. The remaining 43.057 acres south of Robson Ranch Road remained zoned RR with minimum lot sizes greater than five acres. The preliminary plat for the entire 258.147-acre residential area was approved by the Town Council on November 12, 2015. The preliminary plat called for development of the site in two phases with lots fronting Florance Road and Robson Ranch Road to be developed in the initial phase with plat approval on November 14, 2016. This final plat is for the second and final phase of the development.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). The final plat is comprised of 5 open space lots and 130 single-family residential lot size of one (1) acre. New streets will be constructed to provide access to lots within the interior of the development, and all lots are to be served by public water from the Town and private on-site sewage facilities to be permitted by the Town for each lot. A drainage study and construction plans for the water lines, drainage infrastructure and streets have been submitted and are currently under review with only a few minor comments remaining.

Staff Findings: The final plat appears to meet the minimum requirements of the UDC and the RE-PD, and it substantially conforms to the approved Preliminary Plat. Staff finds this final plat acceptable for approval as submitted conditioned on Town approval of the final Public Infrastructure Improvement Construction Plans and drainage study prior to recording of the final plat with the Denton County Clerk.

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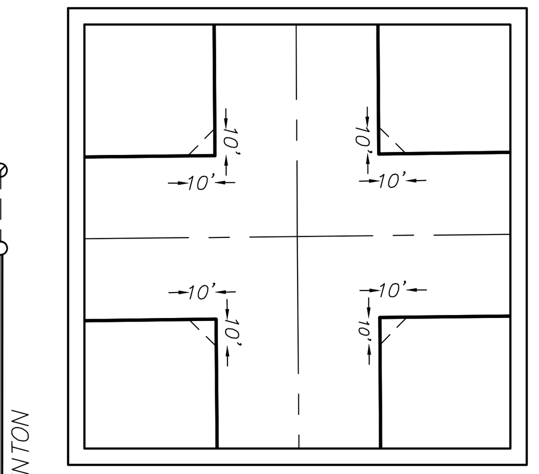
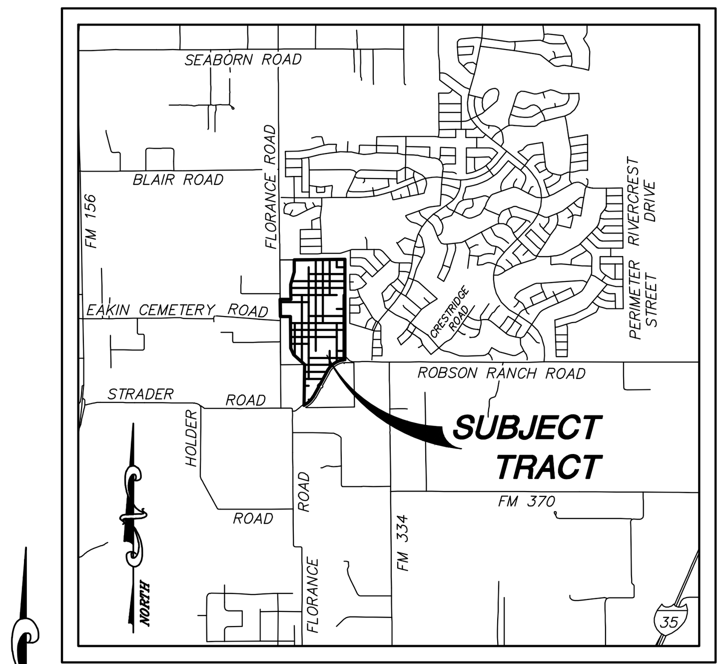


SIDEWALK & VISIBILITY EASEMENT DETAIL
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE 1" = 100'

100' 0' 100' 200'

LANDOWNER NOTES)(

1. 1.817 Acres
   Tract 1
   Lawrence P. Seidemann
   Mary R. Seidemann
   Volume 1581, Page 87
   R.P.R.D.C.T.

2. 55.06 Acres
   East Tract
   Jeanette Sexton Hathorn
   CC #2012-7555
   R.P.R.D.C.T

NOTES)(

1. The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to shown control monuments.
2. Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.
3. Denton Creek Tributary 14.5 is a Water of the United States Regulated by the U.S. Army Corps of Engineers under section 404 of the clean water act (Section 404). Placement of fill within the channel must be authorized by the appropriate section 404 permit.
4. Denton County Deed Records Tract Ownership: Royal Crest Properties, LLC in Warranty Deed of record in Document No. 2016-7943, O.P.R.D.C.T.
5. Gas Well Setbacks are shown in accordance with Town of Northlake, Texas Ordinance No. 09-0409B, Section 47.5. No structures intended for human habitation shall be constructed within any no build gas well easement. The no build gas well easement shall automatically be abandoned upon abandonment and plugging of the gas well located within the easement. The gas well shall be officially abandoned upon meeting the requirements of the Town of Northlake regarding gas well abandonment and filing of Form W-3 with the Railroad Commission of Texas.
6. Landscaping and fencing within the Landscape, Fence & Trail Easements shall be owned and maintained by the HOA. Any trail within the easement shall be dedicated to the Town of Northlake to provide public access for pedestrians and bicycles.
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8. Sanitary Sewer service for each lot to be provided by a private On-Site Sewage Facility to be permitted by the Town of Northlake.

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ROW	RIGHT-OF-WAY	O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS
W.L.E.	WATER LINE EASEMENT	◆	STREET NAME CHANGE
D.&W.L.E.	DRAINAGE & WATER LINE EASEMENT	●	POINT OF CURVATURE/ POINT OF TANGENCY
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FINAL PLAT
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STARDUST RANCH, PHASE 2
130 RESIDENTIAL LOTS/5 OPEN SPACE LOTS
185.676 ACRES
OUT OF THE
JOHN E. ANDERSON SURVEY, ABSTRACT No. 22
IN THE
TOWN of NORTHLAKE, DENTON COUNTY, TEXAS
ZONED RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

OWNER
ROYAL CREST PROPERTIES, LLC
12101 BELLA ITALIA DRIVE, SUITE A
FORT WORTH, TEXAS 76126
(817) 443-0004
CONTACT: PETER PAULSON

ENGINEER/SURVEYOR
Westwood

Phone	(214) 473-4640	2740 Dallas Parkway, Suite 280
Toll Free	(888) 937-5150	Plano, TX 75093
Survey Firm No. 10074301		westwoodps.com

Westwood Professional Services, Inc.

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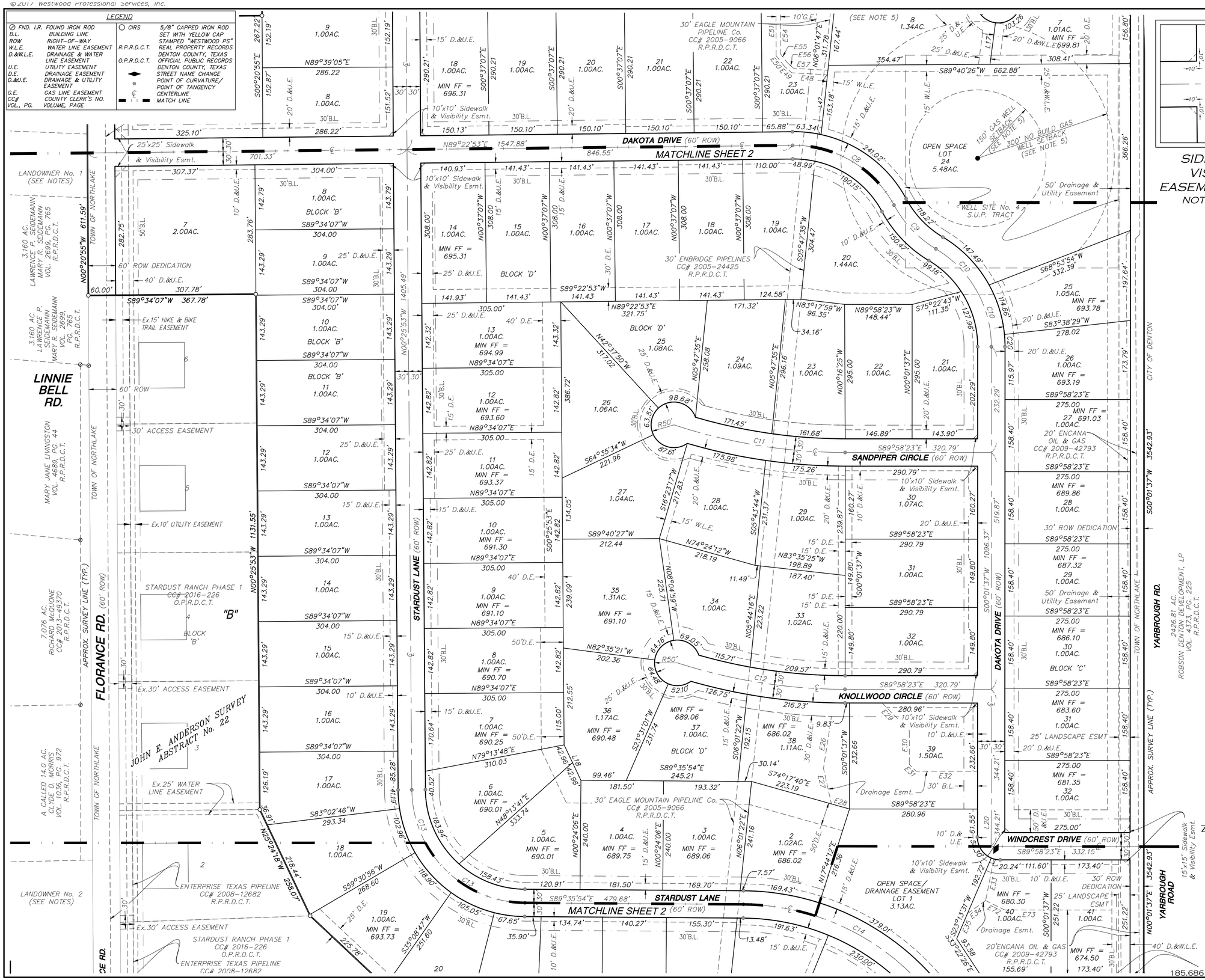

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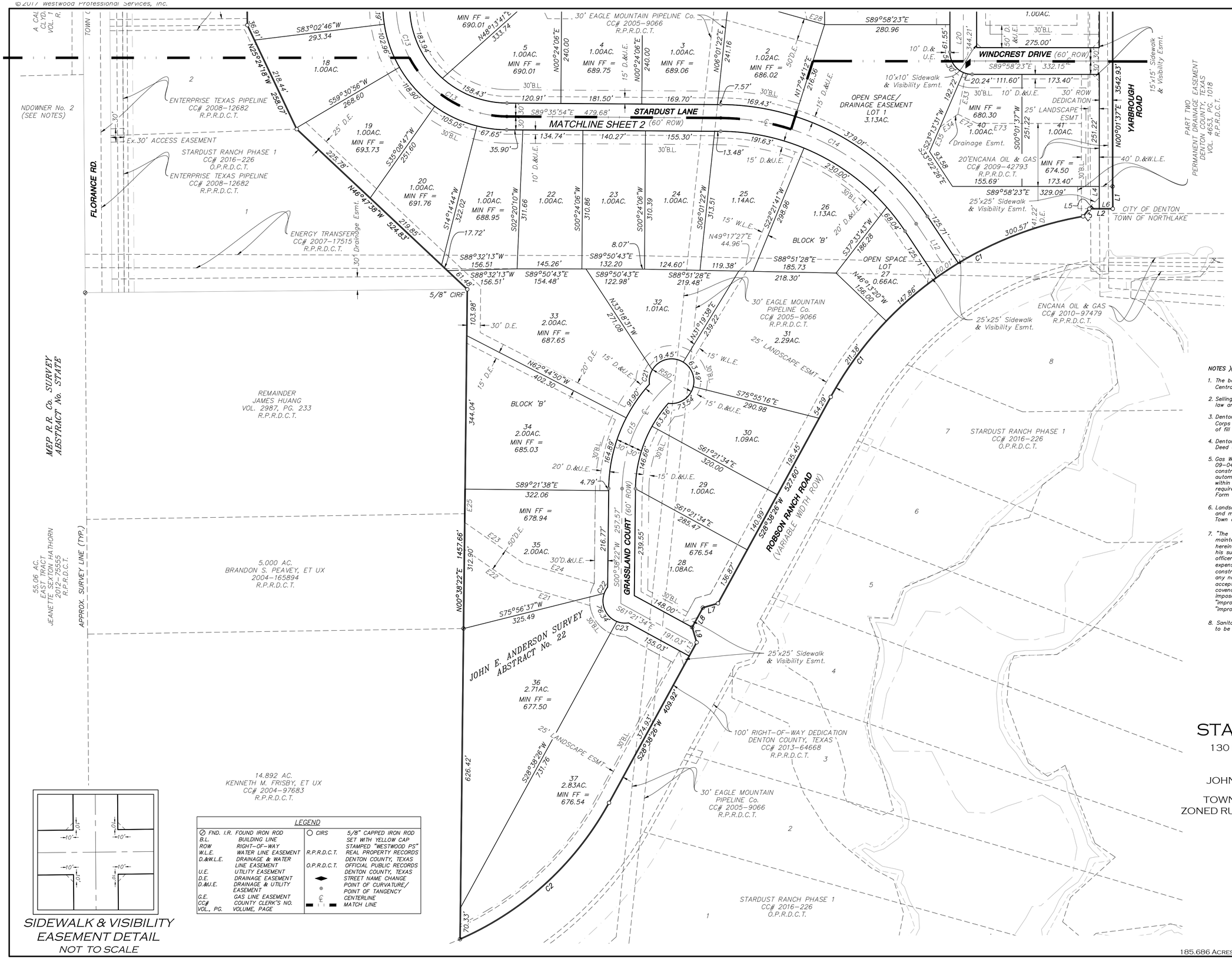

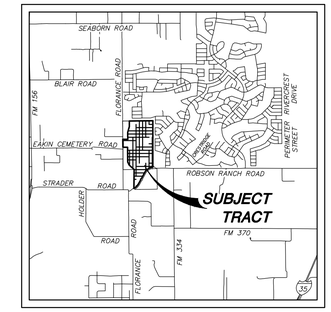

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3/4

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LEGAL DESCRIPTION

Being a 185.676 acre tract of land situated in the City of Northlake, Denton County, Texas being a part of the John E. Anderson Survey, Abstract No. 22 and being a part of the 217.482 acre tract of land (Tract One) conveyed to Royal Crest Properties, LLC by deed of record in County Clerk File No. 2016–7943 of the Official Public Records, Denton County, Texas, said 185.676 acre tract of land being more particularly described as follows:

Beginning at a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found in the south line of Yarbrough Road (public), for the northeast corner of Stardust Phase 1, an addition to the Town of Northlake as shown by plat of record in County Clerk File No. 2016–226 of said Official Public Records;

Thence North 89°22'53" East with the north line of said 217.482 acre tract, a distance of 510.66 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of said Stardust Phase 1 and the True Point–of–Beginning, said rod lying North 00°37'07" West 11.28 feet from a 1/2" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of Lot 1, Block A of said Stardust Phase 1;

Thence North 89°22'53" East continuing with the north line of said 217.482 acre tract and the existing south line of Yarbrough Road, a distance of 1,819.93 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of said 217.482 acre tract, said rod lying South 00°01'37" West 47.73 feet from a 1/2" iron rod found for an angle point in the west line of said 2,426.61 acre tract;

Thence South 00°01'37" West continuing with said Yarbrough Road and a west line of said 2,426.81 acre tract, a distance of 3,543.19 feet to a 1/2" iron rod found at the northeast corner of the permanent drainage easement (Part 2) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;

Thence South 0°33'23" East continuing with said Yarbrough Road, the west line of said 2426.81 acre tract, and the east line of said drainage easement a distance of 49.95 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of the 5.3402 acre "Right–of–Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013–64668 of said Real Property Records, said rod maintaining the southeast corner of said 217.482 acre tract;

Thence in a southwesterly direction with the north line of said the 5.3402 acre "Right–of–Way Dedication" the following calls and distances:

North 89°58'42" West a distance of 52.74 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 38°51'41" West a distance of 22.14 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to left having a radius of 800.11 feet and an arc length of 719.82 feet (chord bears South 54°24'50" West, 695.79 feet) to found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 527.60 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 74°04'54" West a distance of 35.09 feet to a found 1/2" iron rod;

South 28°38'26" West a distance of 50.01 feet to a found 1/2" iron rod;

South 16°21'34" East a distance of 35.36 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 409.92 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

LEGAL DESCRIPTION CONTINUED

South 16°21'34" East a distance of 35.36 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 409.92 feet to a found 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to the right having a radius of 700.09 feet and an arc length of 461.28 feet (chord bears South 47°30'57" West, 452.98 feet) to a 1/2" iron rod found at the intersection of the north line of said 5.3402 acre "Right–of–Way Dedication" with the east line of the 14.892 acre tract of land conveyed to Kenneth M. Frisby, et ux by deed of record in County Clerk's File No. 2004–97683 of said Real Property Records, said rod being the most southerly southwest corner of the herein described tract;

Thence North 00°38'22" East with a west line of said 155.170 acre tract, at 696.7 feet passing a 1/2" iron rod found at the northeast corner of said 14.892 acre tract and the southeast corner of the 5.000 acre tract of land conveyed to Brandon Peavey, et ux by deed of record in County Clerk's File No. 2004–165894 of said Real Property Records, and continuing a total distance of 1,457.66 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of that tract of land conveyed to James Huang by deed of record in Volume 2987, Page 233 of said Real Property Records and the southeast corner of Lot 1, Block B of said Stardust Phase 1;

Thence in a northwesterly direction with the east line of said Block B of Stardust Phase 1 the following calls and distances:

North 46°47'37" West a distance of 524.83 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the southeast corner of Lot 2, of said Block B;

North 25°24'18" West a distance of 258.07 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the southeast corner of Lot 3, of said Block B;

North 00°25'53" West a distance of 1,131.55 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the northeast corner of Lot 6, of said Block B;

South 89°34'07" West a distance of 367.78 feet to a PK nail set in the center of said Florance Road and in the east line of the 3.160 acre tract of land conveyed to Lawrence P. Seidemann by deed of record in Volume 2699, Page 765 of said Real Property Records;

Thence North 00°20'55" West with center of said Florance Road, a distance of 611.59 feet to a PK nail set in the east line of said Stardust Phase 1;

Thence in a northeasterly direction with the east line of said Block A of Stardust Phase 1 the following calls and distances:

North 89°39'05" East a distance of 385.10 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the southeast corner of Lot 6 of said Block A;

North 00°20'55" West, a distance of 267.98 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the southeast corner of Lot 5 of said Block A;

North 00°53'08" West, a distance of 225.61 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the southeast corner of Lot 4 of said Block A;

North 16°06'25" East, a distance of 253.59 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the southeast corner of Lot 3 of said Block A;

North 15°28'17" East, a distance of 183.55 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" found for the southeast corner of Lot 2 of said Block A;

North 00°37'07" West, a distance of 432.13 feet to the Point–of–Beginning and containing 185.676 acres of land.

North 00°37'07" West, a distance of 432.13 feet to the Point–of–Beginning and containing 185.676 acres of land.

STATE OF TEXAS
COUNTY OF DENTON

We, Royal Crest Properties, LLC the undersigned owners of the land shown on this plat, and designated herein as the Stardust Ranch, Phase 2 subdivision to the Town of Northlake, Texas, and whose name is subscribed hereto, hereby dedicated to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. We Royal Crest Properties, LLC further certify that all other parties who have a mortgage or lien interest in the Stardust Ranch, Phase 2 subdivision have been notified and signed this plat.

We Royal Crest Properties, LLC further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the Town; we Royal Crest Properties, LLC., our successors and assigns hereby waive any claim, damage, or cause of action that we Royal Crest Properties, LLC may have as a result of the dedication of exactions made herein.

_____
Royal Crest Properties, LLC
By: Donald J. Dykstra, Manager

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DONALD J. DYKSTRA, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executes the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

_____
Notary Public in and for the State of Texas

Commission Expires: _____

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Jason B. Armstrong, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon were properly placed, under my personal supervision, in accordance with the subdivision regulations of the Town of Northlake, Texas.

_____
Jason B. Armstrong
Registered Professional
Land Surveyor No. 5557

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Jason B. Armstong, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that he executes the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2016.

Notary Public in and for the State of Texas

Commission Expires: _____

LINE TABLE		
LINE #	LENGTH	BEARING
E21	180.05	S73°43'36"E
E22	132.26	S55°13'22"E
E23	158.02	S55°13'22"E
E24	167.15	S73°43'36"E
E25	74.88	N00°38'22"E
E26	115.62	N08°43'39"E
E27	79.57	S12°42'13"E
E28	41.10	S74°17'40"E
E29	85.08	N44°45'37"W
E30	74.42	S00°00'00"E
E31	21.22	N44°59'12"W
E32	134.60	S89°58'23"E
E33	93.08	S11°06'48"W
E34	49.44	N54°17'40"E
E35	59.72	S23°13'31"W
E48	78.35	S86°45'34"E
E49	22.56	S48°34'16"E
E50	28.37	S37°44'29"E
E51	125.59	S00°15'03"E
E52	326.35	S00°15'03"E
E53	325.60	S00°15'03"E
E54	123.01	S00°15'03"E
E55	24.03	S37°44'29"E
E56	18.15	S48°34'16"E
E57	75.37	S86°45'34"E

LINE TABLE		
LINE #	LENGTH	BEARING
E58	352.50	S00°50'01"W
E59	251.69	S00°50'01"W
E60	251.69	S00°50'01"W
E61	352.50	S00°50'01"W
E62	175.44	S02°34'35"W
E63	145.22	S02°34'35"W
E64	71.18	N89°24'45"E
E65	155.24	S02°34'35"W
E66	19.47	S02°34'35"W
E67	252.10	N89°09'06"E
E68	249.39	N89°09'06"E
E69	145.94	S02°34'35"W
E72	46.92	S63°49'56"E
E73	101.43	S89°58'23"E

LINE TABLE		
LINE #	LENGTH	BEARING
L1	50.21	S00°33'12"E
L2	52.74	N89°58'42"W
L3	22.14	S38°51'41"W
L4	50.03	S00°01'37"W
L5	22.23	S89°58'42"E
L6	30.51	S89°58'42"E
L7	35.09	S74°04'54"W
L8	50.01	S28°38'26"W
L9	35.36	S16°21'34"E
L10	122.00	N00°37'07"W
L11	182.71	S34°13'26"E
L12	125.14	S33°29'07"E
L13	34.99	S28°38'26"W
L14	87.07	S89°22'53"W
L15	94.20	S00°00'00"E
L16	168.97	S58°21'56"E
L17	92.08	N07°28'10"E
L18	85.92	N25°20'28"W
L19	47.73	N00°01'37"E
L20	1096.37	S00°01'37"W
L41	53.31	S89°22'53"W
L42	113.75	N89°22'53"E
L43	251.66	N89°24'45"E
L44	63.09	N89°24'45"E
L45	93.38	S89°22'53"W
L46	120.79	N89°22'53"E
L47	132.08	N06°01'47"E
L70	23.95	N89°22'53"E

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	051°32'48"	800.11'	S54°24'50"W	695.79'	719.82'
C2	037°45'04"	700.09'	S47°30'57"W	452.98'	461.28'
C3	090°00'00"	250.00'	N44°22'53"E	353.55'	392.70'
C4	021°55'52"	250.00'	S45°11'22"E	95.11'	95.69'
C5	056°10'54"	250.00'	S28°03'51"E	235.44'	245.14'
C6	019°30'10"	250.00'	S80°52'02"E	84.69'	85.10'
C7	018°51'26"	500.00'	S80°32'40"E	163.82'	164.56'
C8	062°16'48"	250.00'	S59°28'43"E	258.57'	271.75'
C9	030°47'23"	250.00'	S43°44'01"E	132.74'	134.35'
C10	059°09'19"	250.00'	S29°33'03"E	246.80'	258.11'
C11	018°14'52"	1200.00'	S80°50'58"E	380.57'	382.18'
C12	017°51'49"	1200.00'	S81°02'29"E	372.62'	374.13'
C13	089°10'00"	250.00'	S45°00'54"E	350.97'	389.06'
C14	056°06'47"	530.00'	S61°32'30"E	498.56'	519.06'
C15	048°11'52"	325.00'	S24°44'18"W	265.40'	273.39'
C19	032°14'55"	50.00'	N36°58'44"W	27.77'	28.14'
C20	005°30'45"	280.00'	S02°43'46"E	26.93'	26.94'
C21	038°01'31"	50.00'	S11°16'10"W	32.58'	33.18'
C22	017°40'06"	50.00'	S28°40'30"W	15.36'	15.42'
C23	030°35'42"	50.00'	S82°55'54"E	26.38'	26.70'

APPROVED BY THE TOWN COUNCIL ON:

_____
Date:

_____
Mayor, Town of Northlake:

_____
Town Secretary, Town of Northlake:

FINAL PLAT
OF
STARDUST RANCH, PHASE 2
130 RESIDENTIAL LOTS/5 OPEN SPACE LOTS
185.676 ACRES
OUT OF THE
JOHN E. ANDERSON SURVEY, ABSTRACT No. 22
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
ZONED RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

OWNER
ROYAL CREST PROPERTIES, LLC
12101 BELLA ITALIA DRIVE, SUITE A
FORT WORTH, TEXAS 76126
(817) 443-0004
CONTACT: PETER PAULSON
ENGINEER/SURVEYOR
Westwood
Phone (214) 473-4640 2740 Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
Survey Firm No. 10074301 westwoodps.com
Westwood Professional Services, Inc.

4/4

185.686 ACRES DECEMBER 29, 2016 JOB NO. 0006265 STARDUST RANCH, PHASE 2

Q:\0006265.00\dwg\Survey\0006265FP_Phase_2.dwg

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Master Thoroughfare Plan Map Amendment

Staff recommends several minor revisions to the Master Thoroughfare Plan map as approved with the 2016 Master Thoroughfare Plan Update on March 10, 2016 and amended on November 10, 2016. The revisions are primarily to reflect the thoroughfare alignments proposed with the Young, Gibbs and Thompson Tracts Planned Developments (aka Pecan Square). Although no thoroughfares are planned to be removed or significantly changed within the development, they do propose to realign several of the thoroughfares including Mulkey Lane, Pecan Street instead of an extension of Faught Road, and several collector roads within the development. In addition, after the approval of the Pathway to 2040 Northlake Comprehensive Plan Update in December which continues to protect and further emphasizes the low-density, rural core of the Town in what is referred to as the Ranch Preservation character area, staff recommends removing several collector roads that are not necessary to efficiently serve the area at the densities planned.

Please contact me at 940-242-5703 if you have any questions.

Attachments

- Ordinance No. 17-0511D with proposed amended map
- Current Master Thoroughfare Plan map

ORDINANCE NO. 17-0511D

AN ORDINANCE AMENDING ORDINANCE NO. 16-1110, THE 2016 MASTER THOROUGHFARE PLAN UPDATE, AS AMENDED, BY REPLACING THE MASTER THOROUGHFARE PLAN MAP; 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, updated the Master Thoroughfare Plan, known generally as the 2016 Master Thoroughfare Plan Update, 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 map was amended to plan for a future bridge at the approximate location of the existing Cleveland-Gibbs Road bridge over Interstate Highway 35W; and

WHEREAS, further amendments and revisions to the Master Thoroughfare Plan map are necessary to reflect thoroughfare alignments planned for the Young, Gibbs and Thompson Tracts Planned Developments and to more efficiently serve the low-density development planned in the Ranch Preservation character area identified on the future land use map of the Pathway to 2040 Northlake Comprehensive Plan Update; 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 May 11, 2017, a public hearing was held before the Town Council, at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, the Town Council finds that adoption of the amendment to the Master Thoroughfare Plan 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 amends the Master Thoroughfare Plan map, attached hereto as Exhibit "A," and hereby incorporated herein by reference as if set forth fully at length herein.

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

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 11th DAY OF MAY, 2017.

_____

Peter Dewing, Mayor

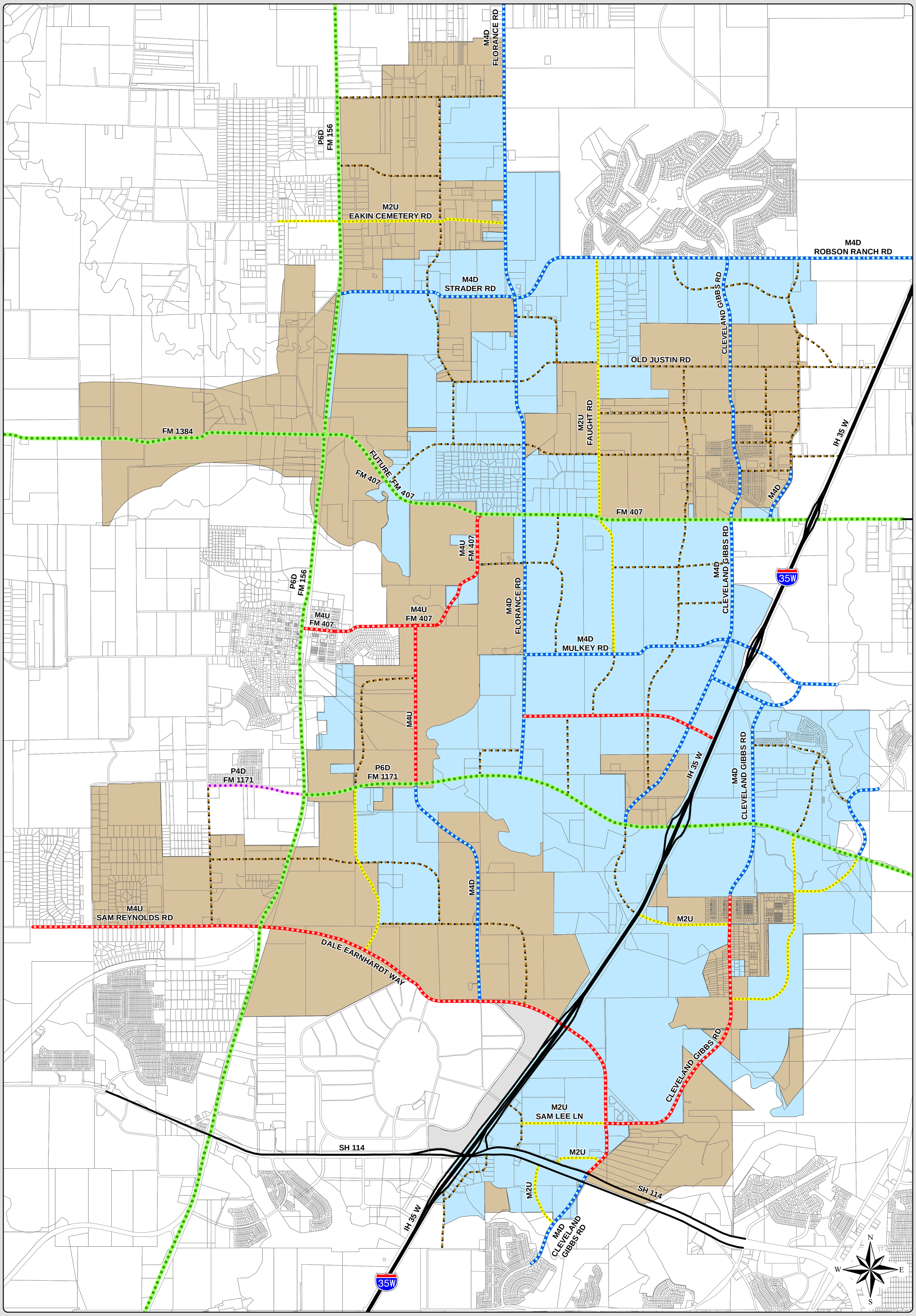
ATTEST:

_____

Shirley Rogers, Town Secretary

EXHIBIT "A"

MASTER THOROUGHFARE PLAN MAP



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

NORTHLAKE TEXAS

DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN

MTP Update Adopted by Ordinance 16-0310 on November 10, 2016

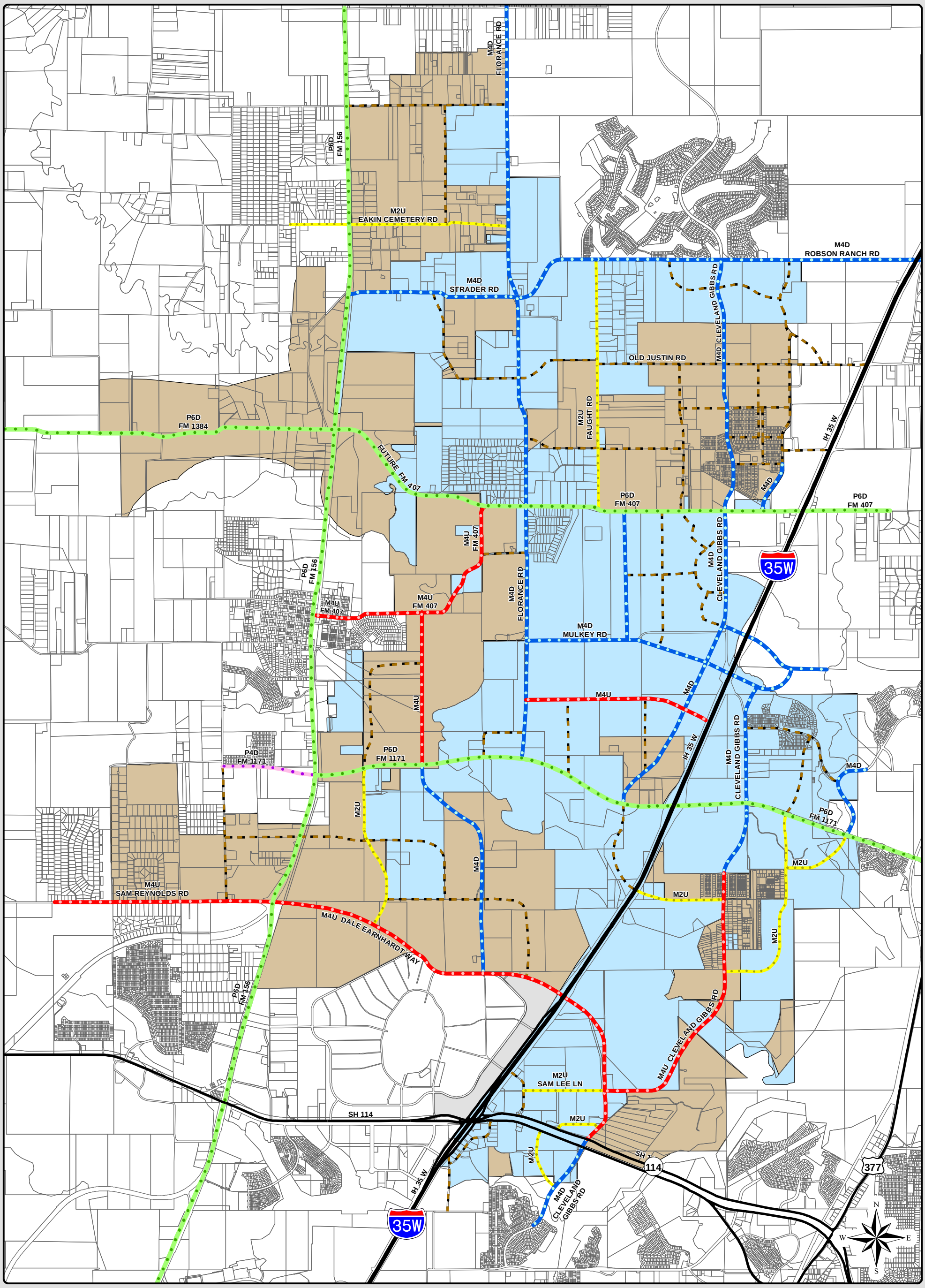
The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

0 2,000 4,000

Scale in Feet

HALFF

Last Updated: 10/25/2016



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

NORTHLAKE TEXAS

DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN

MTP Update Adopted by Ordinance 17-0511D on May 11, 2017

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

0 2,000 4,000

Scale in Feet

HALFF

Last Updated: 5/5/2017

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Final Plat for Northport Addition – Lots 1- 4, Block 3 (FP-17-004)

Purpose: To consider approval of a Final Plat of Lots 1-4, Block 3, Northport Addition, a 14.0026-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located north of SH 114 between Northport Drive and Dale Earnhardt Way, and zoned Commercial (C).

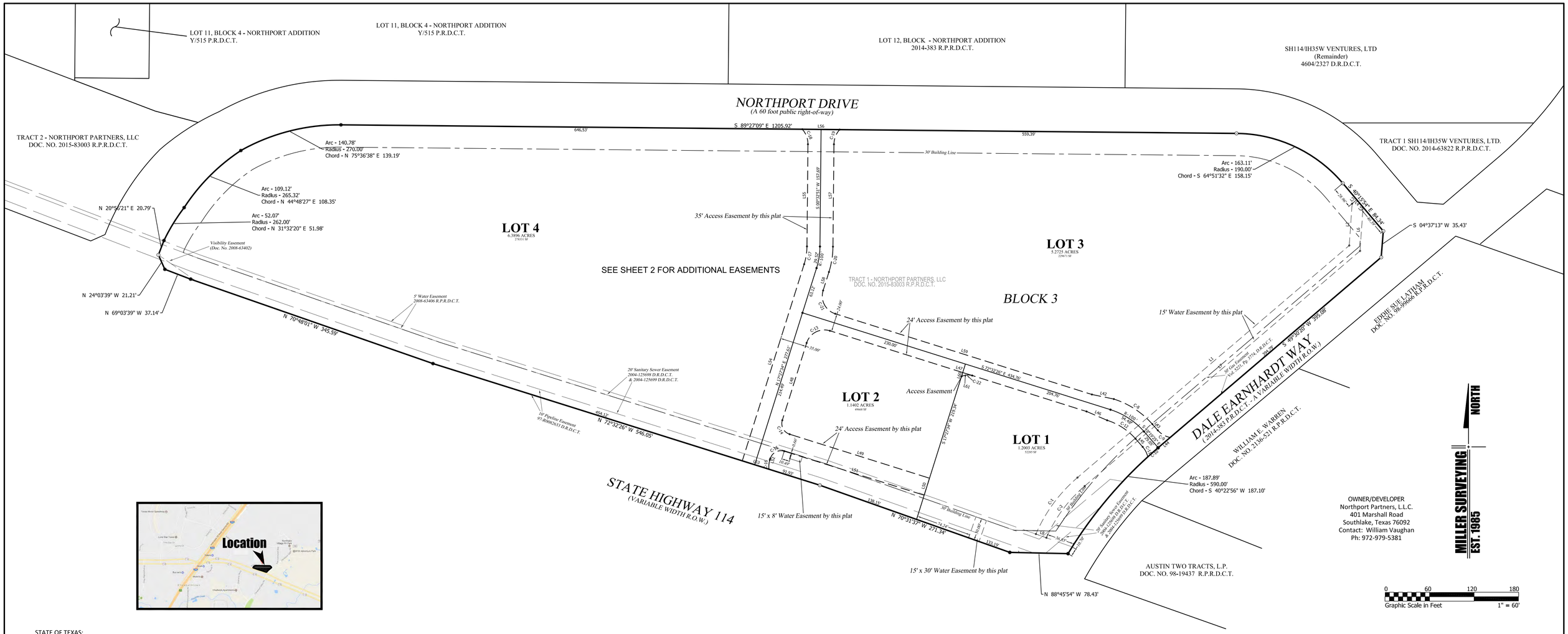
Owner/Applicant: Northport Partners, LLC

Surveyor: Miller Surveying, Inc.

Background: Northport was planned primarily for light industrial/warehouse uses with commercial uses surrounding as a buffer fronting on IH 35W and SH 114. This plat is for the southeastern most portion of the Northport development planned for commercial uses with frontage and/or access from SH 114. The preliminary plat for this portion of the development was approved on March 23, 2017. Lot 2 is the proposed location for a 7-Eleven gas station and convenience store. No other users have been announced for the rest of the development, but retail and restaurant uses as well as other commercial and office uses could be allowed with the current zoning. The site plan for 7-Eleven 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 (UDC). Civil construction plans for water, sewer, shared access drives and drainage infrastructure to serve the plat are still under review with only a few minor comments remaining. The final plat appears to meet the requirements of the UDC 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 any changes to the plat determined to be necessary while completing construction plan review shall be made prior to recording the plat.



OWNER/DEVELOPER
Northport Partners, L.L.C.
401 Marshall Road
Southlake, Texas 76092
Contact: William Vaughan
Ph: 972-979-5381

MILLER SURVEYING
EST. 1985

STATE OF TEXAS:

COUNTY OF TARRANT:

WHEREAS Northport Partners, LLC, acting by and through the undersigned, their duly authorized agent are the owners of the following described tract of land to wit:

Being a tract of land out of the L. Medlin Survey, Abstract No. 830 and situated in the Town of Northlake, Denton County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in April 2017, said tract being the same tract of land described as "TRACT 1" in the deed to Northport Partners, LLC recorded as Instrument No. 2015-83003 in the Real Property Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a to a 1/2 inch "MILLER 5665" capped steel rod set for the most westerly corner of said Tract 1, said rod being the northerly end of a corner clip for the northerly right-of-way line of SH 114 and the easterly right-of-way line of Northport Drive;

Thence North 20 degrees 56 minutes 21 seconds East with the northerly boundary line of said Tract 1 and with said easterly right-of-way line a distance of 20.79 feet to a 1/2 inch capped steel rod found
for the beginning of a curve to the right with a radius of 262.00 feet and whose chord bears North 31 degrees 32 minutes 20 seconds East at 51.98 feet;

Thence northeasterly continuing with said northerly boundary line and with the southerly right-of-way line of said Northport Drive and with said curve along an arc length of 52.07 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 265.32 feet and whose chord bears North 44 degrees 48 minutes 27 seconds East at 108.35 feet;

Thence easterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve along an arc length of 109.12 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 270.00 feet and whose chord bears North 75 degrees 36 minutes 38 seconds East at 139.19 feet;

Thence easterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve along an arc length of 140.78feet to a 1/2 inch capped steel rod found for the end of said curve;

Thence South 89 degrees 27 minutes 09 seconds East easterly continuing with said northerly boundary line and said southerly right-of-way line a distance of 1205.92 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 190.00 feet and whose chord bears South 64 degrees 51 minutes 32 seconds East at 158.15 feet;

Thence easterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve along an arc length of 163.11 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the end of said curve;

Thence South 40 degrees 15 minutes 54 seconds East a distance of 84.34 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the most northerly northeast corner of said Tract 1, said rod being the northerly end of a corner clip for said southerly right-of-way line and the westerly right-of-way line of Dale Earnhardt Way;

Thence South 04 degrees 37 minutes 13 seconds West with said corner clip a distance of 35.43 feet to a 1/2 inch "MILLER 5665" capped steel rod set;
Thence South 49 degrees 30 minutes 20 seconds West with the easterly boundary line of said Tract 1 and with said westerly right-of-way line a distance of 395.08 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the left with a radius of 590.00 feet and whose chord bears South 40 degrees 22 minutes 56 seconds West at 187.10 feet;

Thence southwesterly continuing with said easterly boundary line and said westerly right-of-way line and with said curve along an arc length of 187.89 feet to a 1/2 inch capped steel rod found for the most easterly southeast corner of said Tract 1, said rod being the easterly end of a corner clip for said westerly right-of-way line and said northerly right-of-way line of SH 114;

Thence North 88 degrees 45 minutes 54 seconds West with said corner clip a distance of 78.43 feet to a 1/2 inch capped steel rod found;

Thence North 70 degrees 31 minutes 37 seconds West with the southerly boundary line of said Tract 1 and with said northerly right-of-way line a distance of 271.34 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

Thence North 72 degrees 32 minutes 26 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 546.05 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

Thence North 70 degrees 48 minutes 01 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 345.59 feet to a 1/2 inch capped steel rod found;

Thence North 69 degrees 03 minutes 39 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 37.14 feet to a 1/2 inch capped steel rod found;

Thence North 24 degrees 03 minutes 39 seconds West a distance of 21.21 feet to the point of beginning and containing 14.0026 acres of land, more or less;

AND THAT Northport Partners, LLC does hereby adopt this plat designating the herein described property as NORTH PORT ADDITION, LOTS 1 thru 4, BLOCK 3, an addition to the Town of Northlake, Denton County, Texas and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency or its respective systems on any of these easement strips and any public utility shall, at all times, have the right of ingress and egress to and from and upon the said strips for the purpose of construction reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time procuring the permission of anyone;

_____
William Vaughn, Managing Partner
Northport Partners, LLC

STATE OF TEXAS:
COUNTY OF TARRANT:

Before me, the undersigned, a Notary Public in and for said county and state on this date appeared William Vaughn, Managing Partner of Northport Partners, LLC, 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 therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__ A.D.

_____
Notary Public for the State of Texas

○ = 1/2" "MILLER 5665" capped steel rod set
● = 1/2" capped steel rod found

That I, Jason B. Rawlings, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

_____

_____
Date

STATE OF TEXAS
REGISTERED
JASON B. RAWLINGS
5665
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF TARRANT:

Before me, the undersigned, a Notary Public in and for said county and state on this date appeared Jason B. Rawlings, 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 therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__ A.D.

_____
Notary Public for the State of Texas

MILLER
Surveying, Inc.
Commercial • Residential • Municipal
430 Mid Cities Blvd. 817-577-1052
Hurst, Texas 76054 TxLSF No. 10100400
MillerSurvey.net

Final Plat

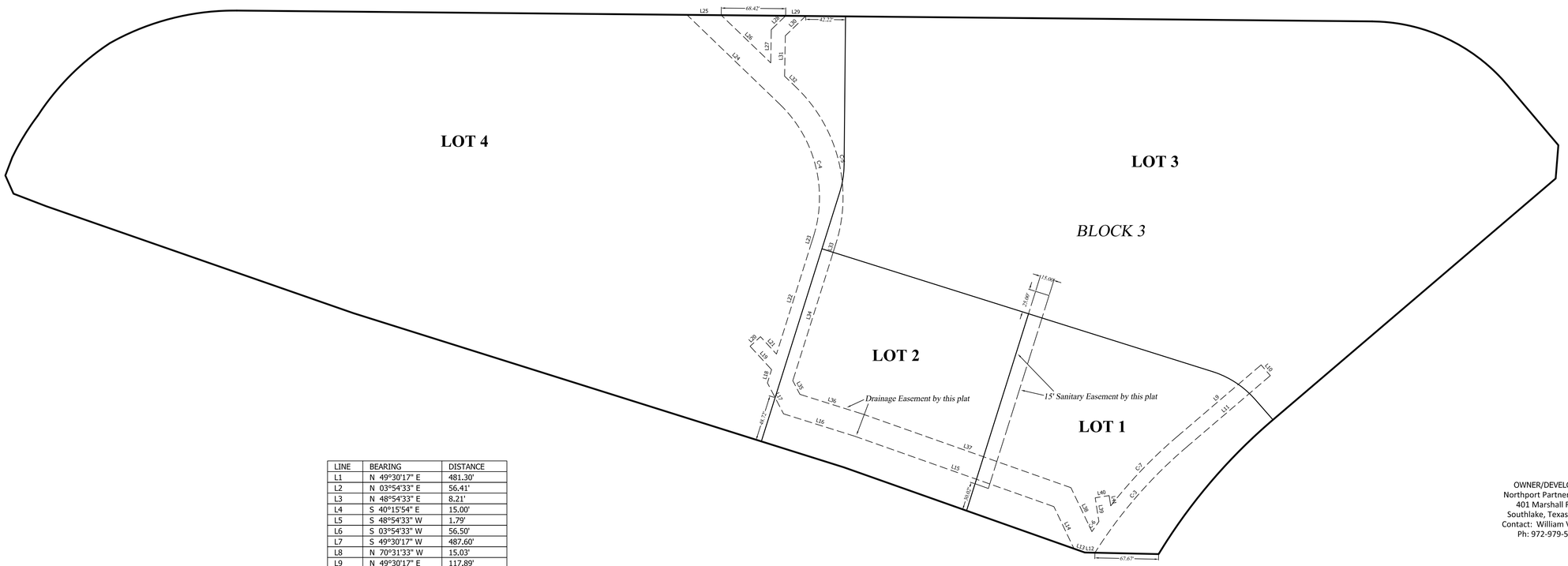
NORTHPORT ADDITION

LOTS 1 THRU 4, BLOCK 3

An addition to the Town of Northlake, Denton County, Texas
Being 14.0026 Acres out of the L. Medlin Survey, Abstract No. 830

Date of Preparation - April 2017

Sheet 1 of 2



LINE	BEARING	DISTANCE
L1	N 49°30'17" E	481.30'
L2	N 03°54'33" E	56.41'
L3	N 48°54'33" E	8.21'
L4	S 40°15'54" E	15.00'
L5	S 48°54'33" W	1.79'
L6	S 03°54'33" W	56.50'
L7	S 49°30'17" W	487.60'
L8	N 70°31'33" W	15.03'
L9	N 49°30'17" E	117.89'
L10	S 40°29'43" E	15.00'
L11	S 49°30'17" W	117.89'
L12	N 88°45'54" W	10.76'
L13	N 70°31'37" W	12.17'
L14	N 25°31'33" W	49.50'
L15	N 70°31'33" W	224.61'
L16	N 72°32'26" W	79.00'
L17	N 27°32'26" W	37.08'
L18	N 17°27'34" E	14.77'
L19	N 42°32'26" W	33.73'
L20	N 47°27'34" E	15.00'
L21	S 42°32'26" E	25.07'
L22	N 17°27'34" E	121.18'
L23	N 17°27'34" E	10.00'
L24	N 46°05'24" W	136.92'
L25	S 89°27'09" E	36.41'
L26	S 46°05'24" E	72.97'
L27	N 00°58'43" E	35.23'
L28	N 45°58'43" E	21.20'
L29	S 89°27'09" E	21.37'
L30	S 45°58'43" W	30.21'
L31	S 00°58'43" W	42.97'
L32	S 46°05'24" E	16.98'
L33	S 17°27'34" W	10.00'
L34	S 17°27'34" W	142.92'
L35	S 27°32'26" E	16.37'
L36	S 72°32'26" E	69.09'
L37	S 70°31'33" E	235.41'
L38	S 25°31'33" E	51.64'
L39	N 08°57'32" W	25.53'
L40	N 81°02'28" E	15.00'
L41	S 08°57'32" E	10.95'
L42	S 78°15'04" E	30.15'
L43	S 41°19'25" E	11.15'
L44	S 49°30'20" W	21.16'
L45	N 41°19'25" W	14.46'
L46	N 66°49'48" W	30.15'
L47	N 72°32'26" W	362.26'
L48	S 17°27'34" W	109.15'
L49	S 72°32'26" E	197.50'
L50	S 17°27'34" W	24.00'
L51	N 72°32'26" W	197.50'
L52	S 17°27'34" W	2.03'
L53	N 72°32'26" W	37.64'
L54	N 17°27'34" E	277.61'
L55	N 00°32'51" E	137.56'
L56	S 89°27'09" E	50.24'
L57	S 00°32'51" W	137.87'
L58	S 17°27'34" W	26.12'
L59	S 72°32'26" E	362.26'

Curve	Arc	Radius	Central Angle	Chord	_.REGEN
C-1	95.25'	207.50'	26°18'01"	N 36°21'17" E	94.41'
C-2	87.38'	192.50'	26°00'32"	S 36°30'01" W	86.64'
C-3	148.16'	492.50'	17°14'10"	S 40°53'12" W	147.60'
C-4	152.51'	137.50'	63°32'58"	N 14°18'55" W	144.81'
C-5	180.24'	162.50'	63°32'58"	S 14°18'55" E	171.14'
C-6	13.00'	507.50'	1°28'06"	N 34°57'18" E	13.00'
C-7	101.46'	507.50'	11°27'16"	N 43°46'39" E	101.29'
C-8	62.66'	115.00'	31°13'01"	S 56°55'56" E	61.88'
C-9	19.57'	30.00'	37°22'22"	S 60°00'37" E	19.22'
C-10	18.80'	590.27'	1°49'30"	S 48°37'16" W	18.80'
C-11	15.26'	30.00'	29°09'09"	N 26°44'51" W	15.10'
C-12	46.31'	85.00'	31°13'01"	N 56°55'56" W	45.74'
C-13	39.27'	25.00'	90°00'00"	S 62°27'34" W	35.36'
C-14	23.56'	15.00'	90°00'00"	S 27°32'26" E	21.21'
C-15	23.56'	15.00'	90°00'00"	S 62°27'34" W	21.21'
C-16	12.69'	30.00'	24°13'59"	S 05°20'35" W	12.59'
C-17	24.35'	82.50'	16°54'43"	N 09°00'12" E	24.26'
C-18	22.07'	30.00'	42°09'19"	N 20°31'49" W	21.58'
C-19	21.66'	30.00'	41°21'40"	S 21°13'41" W	21.19'
C-20	34.68'	117.50'	16°54'43"	S 09°00'12" W	34.56'
C-21	39.27'	25.00'	90°00'00"	S 27°32'26" E	35.36'

OWNER/DEVELOPER
Northport Partners, L.L.C.
401 Marshall Road
Southlake, Texas 76092
Contact: William Vaughan
Ph: 972-979-5381

NORTH

MILLER SURVEYING
EST. 1985

0 60 120 180
Graphic Scale In Feet 1" = 60'

○ = 1/2" "MILLER 5665" capped steel rod set
● = 1/2" capped steel rod found

APPROVAL BY THE TOWN COUNCIL

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

MILLER
Surveying, Inc.
Commercial • Residential • Municipal
430 Mid Cities Blvd. 817-577-1052
Hurst, Texas 76054 TxLSF No. 10100400
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Final Plat

NORTHPORT ADDITION

LOTS 1 THRU 4, BLOCK 3

An addition to the Town of Northlake, Denton County, Texas
Being 14.0026 Acres out of the L. Medlin Survey, Abstract No. 830

Date of Preparation - April 2017

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Site Plan for 7-Eleven at 4250 SH 114 (SP-17-002)

Purpose: Consider approval of a Site Plan for 7-Eleven, a proposed 3,010 square-foot gas station/convenience store on 1.12 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 2, Block 3, Northport Addition, generally located on the north side of SH 114 approximately 200 feet west of Dale Earnhardt Way/Cleveland-Gibbs Rd at 4250 SH 114, and zoned Commercial (C).

Owner: Northport Partners, LLC

Applicant/Developer: Verdad Real Estate

Engineer: CEI Engineering Associates, Inc.

Architect: K2M Design

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).

Staff Analysis:

Access: Access to the site will be provided from SH 114 and Dale Earnhardt Way with shared access drives.

Parking: The UDC requires one space per 250 square feet for Gasoline Stations/Fuel Pumps. A minimum of 13 spaces are required. 13 parking spaces are provided on the site plan of which two of the spaces will meet ADA requirements. Spaces at each fueling station will also fulfil parking needs.

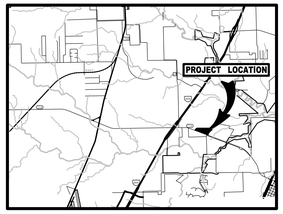
Fencing, Lighting, and Signage: No fencing is required for screening since similar uses are on all sides of the site, and no fencing is proposed on the site plan. A brick and stone screening wall to match the building is proposed to enclose the dumpster. An Outdoor Lighting Plan is provided in the site plan package which appears to meet all requirements of the UDC. A pylon sign location is shown on the site plan along the SH 114 frontage.

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 gas and utility conflicts within easements along the SH 114 frontage. However, the required trees are planted along the east property line instead. Staff finds the alternative landscape plan acceptable since it provides for the total number of required trees, meeting the spirit and intent of the landscaping requirements.

Building Elevations: Architectural elevations of the building are provided showing all four sides of the proposed building and gas canopy. The building elevations and canopy structure 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.



Vicinity Map

Not to Scale

DEVELOPER/OWNER:
VERDAD REAL ESTATE
1209 SOUTH CHAPEL BLVD
SUITE 180
SOUTHLAKE, TX 76092
917-422-5601
CONTACT: MATT MCCONNELL
MMCCONNELL@VERTICALCM.COM

ENGINEER
CEI ENGINEERING INC.
3030 LBJ FREEWAY SUITE 100
DALLAS, TX 75234
972-488-3737
CONTACT: MARIA PENA
MPENA@CEIENG.COM

SITE INFORMATION

PROPOSED USE	CONVENIENCE STORE - GAS STATION
ZONING DISTRICT	C-COMMERCIAL
LOT AREA (SF/ ACRES)	48,743 SF (1.12 ACRE)
PROPOSED BUILDING (SF)	3,010SF
BUILDING HEIGHT	18'-10"
IMPERVIOUS AREA (%)	23.6%
PARKING REQUIREMENT CONVENIENCE STORE (1:250 SF)	13 SPACES
PARKING REQUIRED	15 SPACES
PARKING PROVIDED	13 SPACES (INCL. 2 HC SPACE)

SITE BENCHMARK

BM#1000 " " CUT ON CONCRETE CULVERT @ NORTHWEST CORNER INTERSECTION OF S.H. 114 AND CLEVELAND-GIBBS ROAD.
NORTHING=-1562.14
EASTING=-540.10
ELEV=585.58

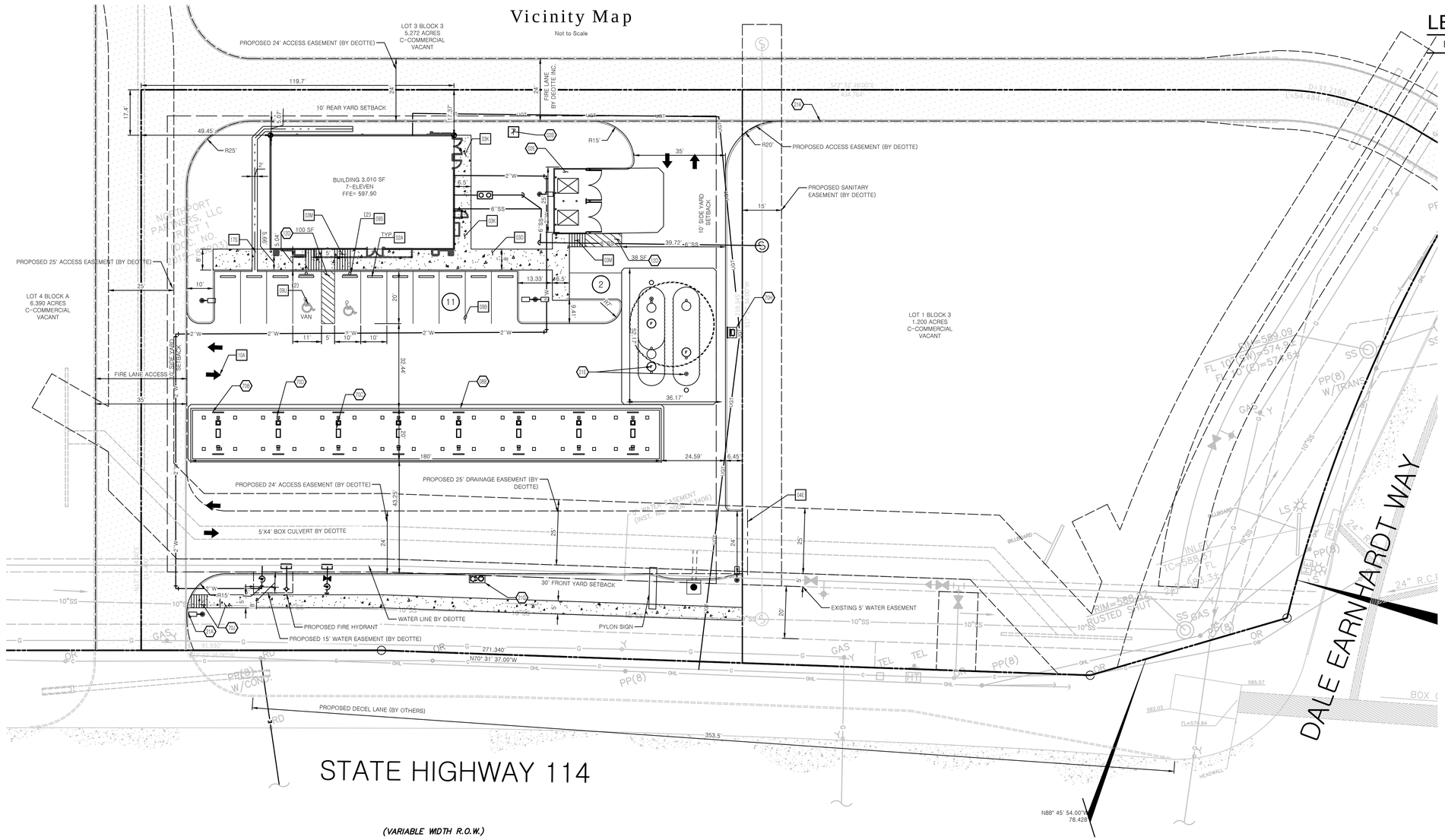
BM#1003 " " CUT ON BACK OF CURB ON THE NORTH SIDE OF NORTHPORT DRIVE AND 180' ± WEST OF THE BEGINNING OF ASPHALT CUL.-DE-SAC.
NORTHING=-914.72
EASTING=-1106.30
ELEV=609.15

BM#1511 " " CUT ON BACK OF CURB INLET ON THE NORTH SIDE OF NORTHPORT DRIVE, ±74' NORTHEAST OF SANITARY SEWER MANHOLE AND ±107' EAST OF FIRE HYDRANT.
NORTHING=-918.36
EASTING=-504.31
ELEV=604.82

Know what's below. Call before you dig.

0 20' 30' 40'
SCALE IN FEET

NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.



LEGEND

EXISTING

e	EAST OR ELECTRIC	OHE	OVERHEAD ELECTRIC
n	NORTH	OHE&T	OVERHEAD ELECTRIC AND TELEPHONE
oh	OVERHEAD	OHT	OVERHEAD TELEPHONE
s	SOUTH OR SEWER	OHTV	OVERHEAD TV
t	TELEPHONE	X"SS	SANITARY SEWER
ug	UNDERGROUND	UGE	UNDERGROUND ELECTRIC
w	WEST OR WATER	UGE&T	UNDERGROUND ELECTRIC AND TELEPHONE
		UGT	UNDERGROUND TELEPHONE
		UGTV	UNDERGROUND TV
		X"W	WATER
			PROPERTY LINE
			RIGHT OF WAY LINE
			STORM DRAIN
		X"G	GAS

PROPOSED

- PROPERTY LINE/RIGHT OF WAY LINE
- CONCRETE CURB AND GUTTER. SEE DETAIL 01A/01B.
- FUTURE CURB AND GUTTER BY DEOTTE, INC.
- CURB INLET
- BUILDING CONTROL POINT
- PROPOSED PARKING SPACES
- LIMITS OF SIDEWALKS AND CONCRETE APRONS (PER ARCH. PLANS)
- REFER TO THE PHOTOMETRIC REPORT

GENERAL SITE NOTES

A. ALL DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

B. ALL CURB RETURN RADII SHALL BE 2', AS SHOWN TYPICAL ON THIS PLAN, UNLESS OTHERWISE NOTED.

C. UNLESS OTHERWISE SHOWN, CALLED OUT OR SPECIFIED HEREON OR WITHIN THE SPECIFICATIONS: ALL CURBING ADJACENT TO CONCRETE PAVING SHALL BE INSTALLED PER DETAIL 01B. PAVEMENT SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL 09A OVER THE ENTIRE PARKING LOT AREA AND ALL APPROACH DRIVES. ALL PARKING LOT STRIPING SHALL BE PAINTED PER DETAIL 09B. ACCESSIBLE AND VAN ACCESSIBLE SPACES SHALL BE PAINTED PER DETAIL 09N.

D. ALL PARKING LOT SIGN BASE SUPPORTS SHALL BE INSTALLED PER DETAIL 12F.

E. ALL ACCESSIBLE PARKING STALLS SHALL HAVE SIGNAGE INSTALLED PER DETAIL 09S.

SITE NOTES

02B TRANSFORMER PAD (PER ELECTRIC CO. AND/OR ARCHITECT PLANS).
02E TRASH DUMPSTER ENCLOSURE (PER ARCH. PLANS).
08B OVERHEAD CANOPY - (TYP.-PER ARCH. PLANS).
12D 4 INCH WIDE PAINTED YELLOW STRIPES. 2.0 FOOT O.C. @ 45 DEGREES (SEE SIZE INDICATED AT SYMBOL).
21A TAPER CURB TO MATCH EXISTING CURB.
21E UNDERGROUND STORAGE TANKS (PER ARCHITECT PLAN).
21G AIR VACUUM UNIT (PER ARCH PLANS)
51B LIMITS OF SAWCUT AND PAVEMENT REMOVAL
70B 42" WIDE DOUBLEPIPE GUARDS (PER ARCH PLANS)
70C FUEL DISPENSERS AND DISPENSER ISLAND
70D CANOPY COLUMNS (PER ARCH PLANS)
70H VENT RISER (PER ARCH PLANS)

SITE DETAILS

02A PRECAST CONCRETE WHEEL STOP
03D CONCRETE SIDEWALK
03K CONCRETE SIDEWALK AROUND THE BUILDING
03M WHEELCHAIR RAMP IN SIDEWALK
04E TRAFFIC BARRICADE
09B NINETY DEGREE PARKING SPACE STRIPING
09S ACCESSIBLE / VAN ACCESSIBLE PARKING SIGN
09U ACCESSIBLE PARKING SYMBOL
10A TRAFFIC FLOW ARROW
17S CONCRETE FLUME WITH SIDEWALK
70J SIDEWALK AND RAMPS PER CITY DETAIL P-12

SITE PLAN
OF
7-ELEVEN
NWC OF SH 114 & DALE EARNHARDT WAY
LOT 2, BLOCK 3, NORTHPORT ADDITION
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
1.12 ACRES
ZONED COMMERCIAL (C)

29800	5/2/17	DPOR	MAP	MMS	MMS
CEI PROJECT NO.	INITIAL DATE	DPOR	PM	DES	DRW

CEI Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3030 LBJ Freeway, Suite 100
Dallas, TX 75234
(972)488-3737
FAX (972)488-6732

STATE OF TEXAS
ANDREW SLYTER
104217
LICENSED PROFESSIONAL ENGINEER
5/3/2017
F-7524

7-ELEVEN
NWC SH 114 & DALE EARNHARDT WAY
NORTHLAKE TEXAS

SITE PLAN

REV DATE	SHEET NO.
5/2/17 REV-1	3 OF 16

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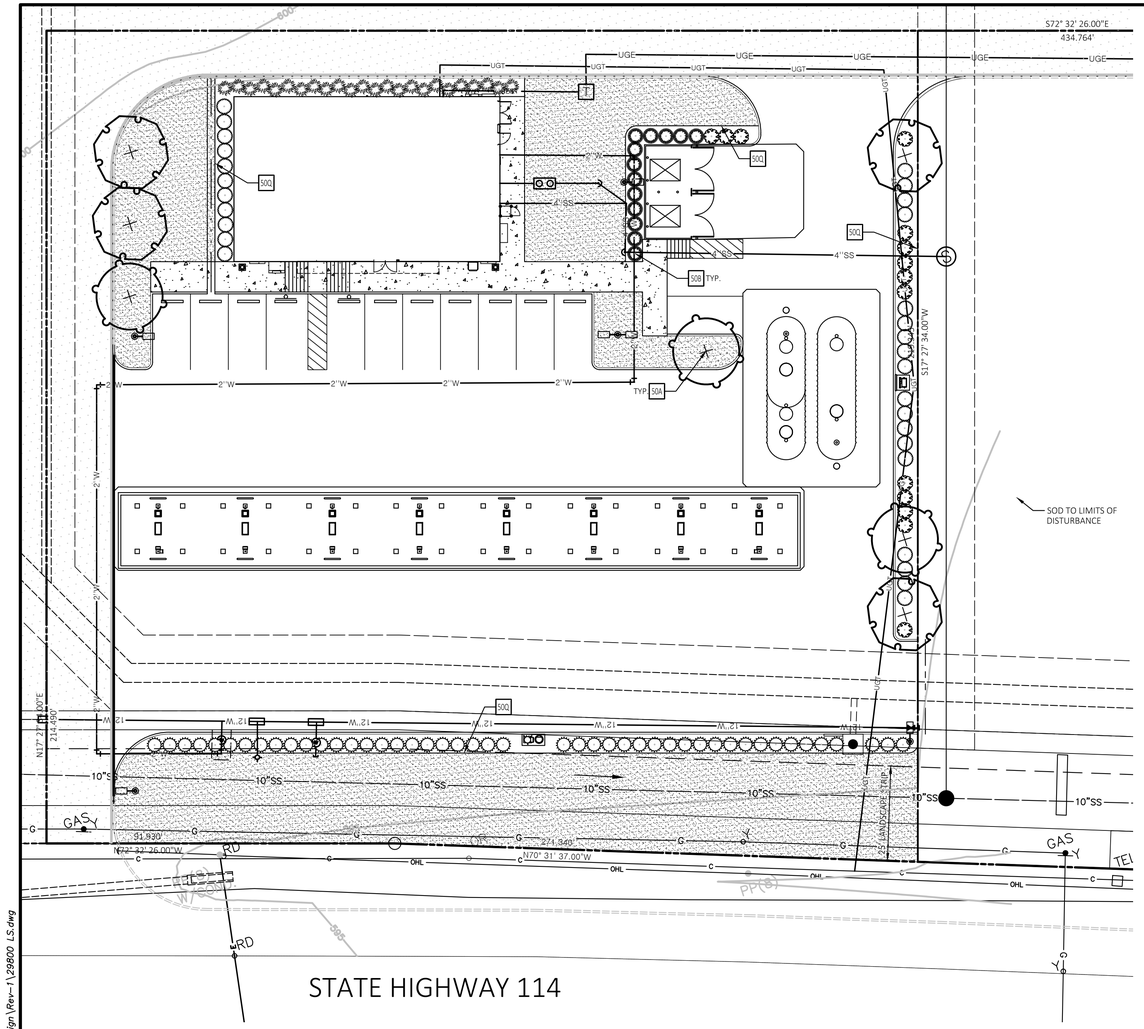

PLANT SCHEDULE						
TREES	QTY	BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	DETAIL
	4	Quercus shumardii / Shumard Red Oak	B & B	2.5"Cal	8`-9`H X 3`-4`W	50A
	3	Ulmus parvifolia `Allee` / Allee Lacebark Elm	B & B	2.5"Cal	8`-9`H X 3`-4`W	50A
SHRUBS	QTY	BOTANICAL NAME / COMMON NAME	SIZE			DETAIL
	46	Ilex cornuta `Burfordii Nana` / Dwarf Burford Holly	10 gal			50B
	13	Ilex x `Oak Leaf` / Oak Leaf Holly	10 gal			50B
	27	Rhaphiolepis indica `Clara` / Indian Hawthorn	5 gal			50B
	14	Rhus aromatica `Autumn Amber` / Autumn Amber Sumac	5 gal			50B
GRASSES	QTY	BOTANICAL NAME / COMMON NAME	SIZE			DETAIL
	24	Miscanthus sinensis `Adagio` / Adagio Eulalia Grass	5 gal			50B
GROUND COVERS		BOTANICAL NAME / COMMON NAME	CONT			
		Cynodon dactylon / Bermuda Grass	sod			

LEGEND

EXISTING

e	EAST OR ELECTRIC
n	NORTH
oh	OVERHEAD
s	SOUTH OR SEWER
t	TELEPHONE
ug	UNDERGROUND
w	WEST OR WATER

OHE	OVERHEAD ELECTRIC
OHE&T	OVERHEAD ELECTRIC AND TELEPHONE
OHT	OVERHEAD TELEPHONE
OHTV	OVERHEAD TV
X"SS	SANITARY SEWER
UGE	UNDERGROUND ELECTRIC
UGE&T	UNDERGROUND ELECTRIC AND TELEPHONE
UGT	UNDERGROUND TELEPHONE
UGTV	UNDERGROUND TV
X"W	WATER
	PROPERTY LINE
	RIGHT OF WAY LINE
	STORM DRAIN
X"G	GAS

PROPOSED

PROPERTY LINE/RIGHT OF WAY LINE

TYPICAL PLANTING WITH QUANTITY AND KEY (SEE PLANT LIST)

LANDSCAPE DETAILS

50A TREE PLANTING
50B SHRUB PLANTING
50Q STEEL EDGING

REFER TO SHEET L3 FOR NOTES AND DETAILS

LANDSCAPE REQUIREMENTS

AREA	REQUIREMENT	REQUIRED	PROVIDED
LANDSCAPE STRIP	A 25' LANDSCAPE STRIP SHALL BE PROVIDED ADJACENT TO ALL MAJOR THOROUGHFARES AND A 15' LANDSCAPE STRIP SHALL BE PROVIDED ALONG ALL OTHER PUBLIC OR PRIVATE STREETS	REQUIRED	PROVIDED
	THE LANDSCAPE STRIPS SHALL INCLUDE A MIN OF 1 SHADE TREE PER EVERY 50 FEET OF STREET FRONTAGE	STATE HIGHWAY 114: 230 LF / 50 = 5	5 TREES PROVIDED ALONG EAST PROPERTY LINE (EXISTING UTILITIES PREVENT THE PLANTING OF TREES ALONG HIGHWAY 114)
	WHERE PARKING LOTS AND DRIVES ABUT THE LANDSCAPE STRIP ALONG A STREET RIGHT OF WAY A CONTINUOUS HEDGE OF EVERGREEN SHRUBS SHALL BE PROVIDED TO SCREEN THOSE AREAS FROM THE STREET. THE SHRUBS SHALL BE A MIN OF 10 GAL AND 3' IN HEIGHT AT THE TIME OF PLANTING		PROVIDED
INTERIOR PARKING AREAS	1 SHADE TREE SHALL BE PLANTED IN THE PARKING AREA FOR EACH 10 PARKING SPACES	13 PARKING SPACES / 10 = 2 TREES	2 TREES PROVIDED
	A MIN OF 8% OF THE INTERIOR PARKING AREA SHALL BE LANDSCAPED	26,190 SF OF PARKING * 8% = 2,095 SF OF LANDSCAPE AREA REQUIRED	2,992 SF PROVIDED
FOUNDATION PLANTINGS	EXPOSED SECTIONS OF BUILDINGS WALLS THAT ARE IN HIGH-USE OR HIGH-VISABILITY AREAS OF THE BUILDING EXTERIOR SHALL HAVE PLANTING BEDS AT LEAST 5' WIDE PLACED ALONG AT LEAST 50% OF THE WALL		PROVIDED

DEVELOPER/OWNER:
VERDAD REAL ESTATE
1209 SOUTH CHAPEL BLVD
SUITE 180
SOUTHLAKE, TX 76092
917-422-5601
CONTACT: MATT MCCONNELL
MMCCONNELL@VERTICALCM.COM

ENGINEER
CEI ENGINEERING INC.
3030 LBJ FREEWAY SUITE 100
DALLAS, TX 75234
972-488-3737
CONTACT: MARIA PENA
MPENA@CEIENG.COM

N

0 20' 30' 40'
SCALE IN FEET

SITE BENCHMARK

BM#1000 * ☐ * CUT ON CONCRETE CULVERT @ NORTHWEST CORNER INTERSECTION OF S.H. 114 AND CLEVELAND-GIBBS ROAD.
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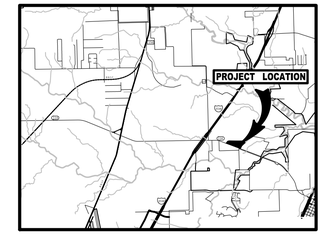
NOTE:
SEE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF PORCHES, RAMPS, VESTIBULE, SLOPED PAVING, TRUCK DOCKS, BUILDING UTILITY ENTRANCE LOCATIONS AND PRECISE BUILDING DIMENSIONS.



Vicinity Map
Not to Scale

Know what's below.
Call before you dig.

NOTE: ALL GREEN SPACE AND LANDSCAPING WILL BE MAINTAINED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH A RAIN AND FREEZE SENSOR.

FOR TOWN USE

BR347

REGISTERED LANDSCAPE ARCHITECT
CHARLES A. ASHLEY
3047
STATE OF TEXAS

4/26/17

NORTHPORT EAST
CITY: NORTHLAKE
COUNTY: DENTON

CEI PROJECT NO.	INITIAL DATE	DPOR	MAP	MMP	MMP
29800	4/3/17	DPOR	PM	DES	DRW

Engineering Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS
3030 LBJ Freeway, Suite 100 (972)488-3737
Dallas, TX 75234 FAX (972)488-6732

7-ELEVEN

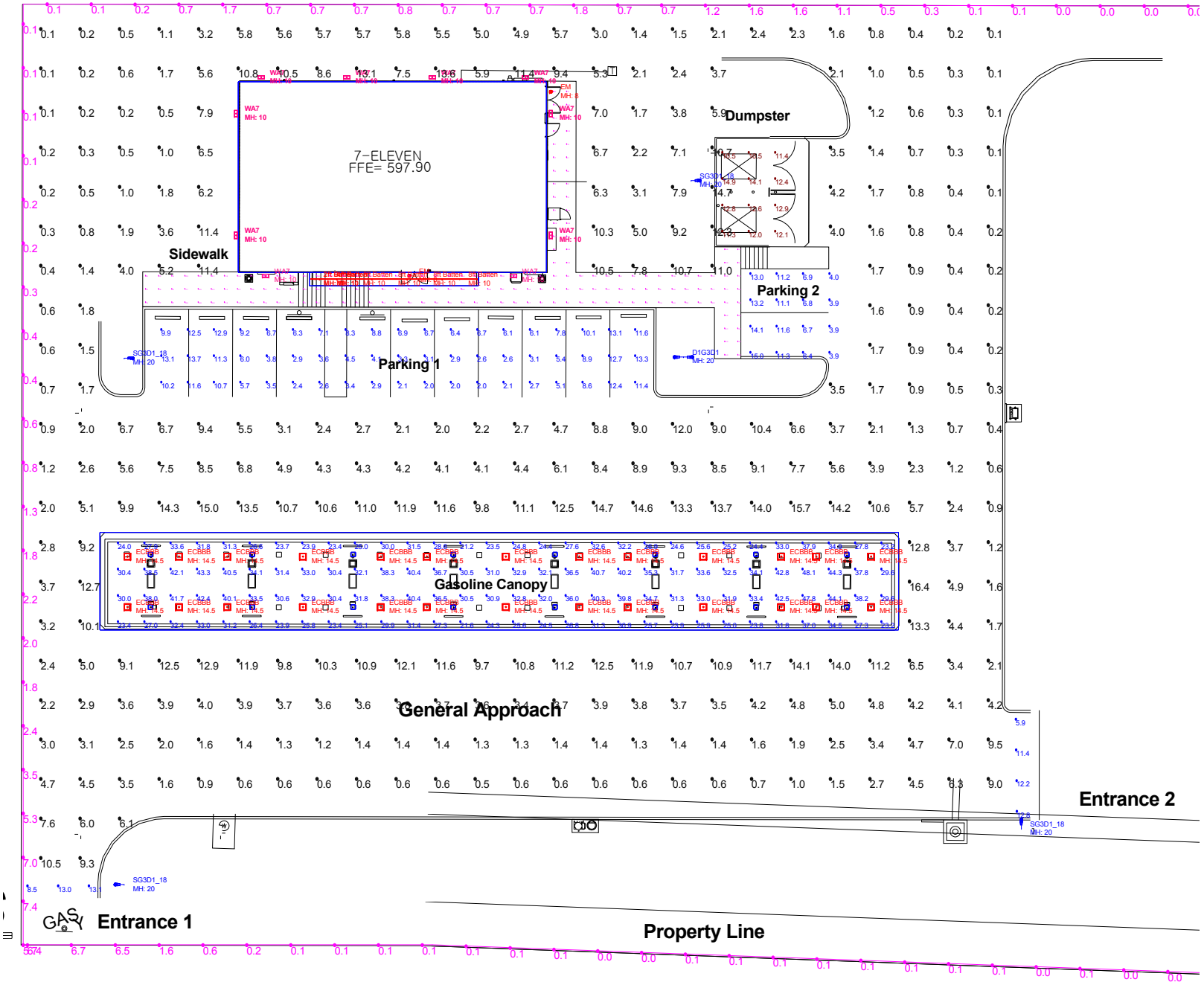
NWC SH 114 & DALE EARNHARDT WAY
NORTHLAKE TEXAS

LANDSCAPE PLAN

REV DATE	SHEET NO.
4/25/17 REV-0	10

JOB # 29800 DRAWING: 29800 LS.dwg LAST SAVED BY: MPARKS LOCATION: P:\29000\29800.0\Drawings\Design\Rev-1\29800 LS.dwg

GE Lighting



GE Lighting ,1975 Noble Road B328-R229, East Cleveland, OH 44112-6300
www.gelighting.com

DISCLAIMER: Calculations have been performed according to IESNA & CIE standards and goodpractice. Some differences between measured values and calculated results may occurdue to tolerances in calculation methods, testing procedures, component performance,measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lightingcalculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Project name : 7-11 Site in Northlake Texas

Prepared for: GE Lighting

Filename: 7-11 Site in Northlake Texas.AGI

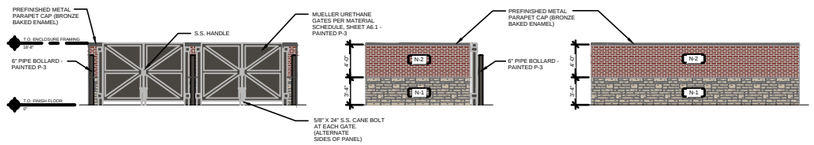
By : Maxime Moldvar

Units:

Date:3/27/2017

AGi32 Version 17.5.10

Total Time (Hrs.): 6.27



LAWRENCEVILLE BRICK

BURNT CHIMNEY

CORONADO STONE

COUNTRY RUBBLE - TEXAS CREAM

KAWNEER STOREFRONT

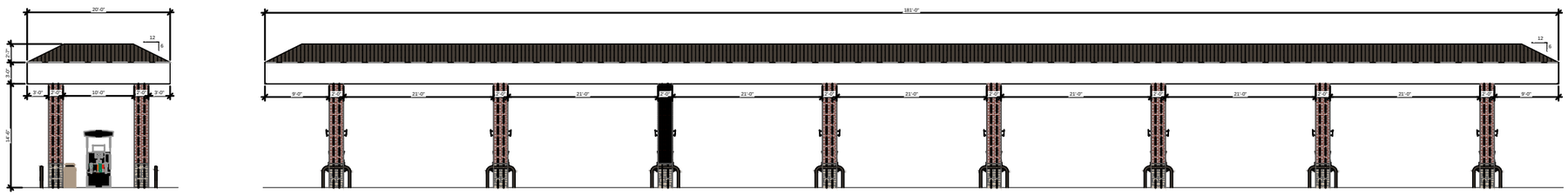
CLEAR ANODIZED NO. 40

EXTERIOR MATERIALS SCHEDULE

NO.	MATERIAL	MANUF.-COLOR
SR - 1	STANDING SEAM ROOF	MATCH STOREFRONT FINISH
MR - 1	MEMBRANE ROOFING	DUROLAST - WHITE
N-1	CORONADO STONE	COUNTRY RUBBLE - TEXAS CREAM
N-2	LAWRENCEVILLE BRICK	BURNT CHIMNEY
P-3	EXTERIOR HM DOORS, FRAMES, TRASH ENCLOSURE GATE, GRAVEL GUARDS, AND LIGHT POLES, EXTERIOR BOLLARDS	SHERWIN WILLIAMS - SEAL SKIN SW 7675
P-6	WALL PACKS, PARAPET CAP, ELECTRICAL SWITCHGEAR	MATCH STOREFRONT FINISH
S-1	ALUMINUM STOREFRONT GLAZING	KAWNEER - 451T VG
C-1	PREFINISHED ALUMINUM CANOPY	MAPES LUMISHADE CANOPY - BRONZE BAKED ENAMEL W/ REAR GUTTER CONNECTIONS ON FRONT CANOPY

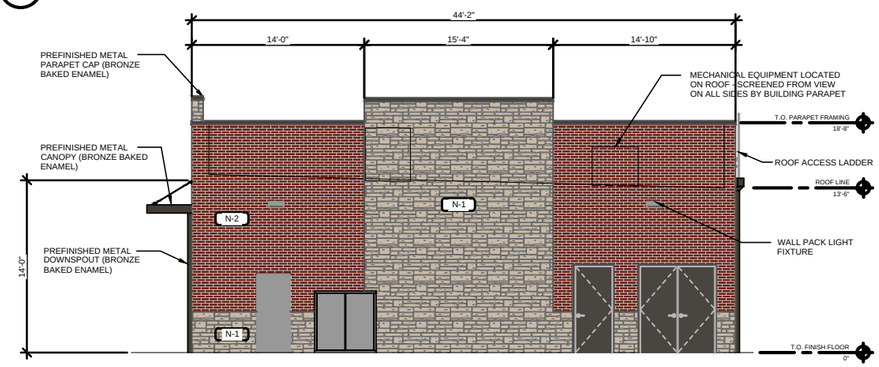
7 DUMPSTER ENCLOSURE ELEVATIONS

3/16" = 1'-0"



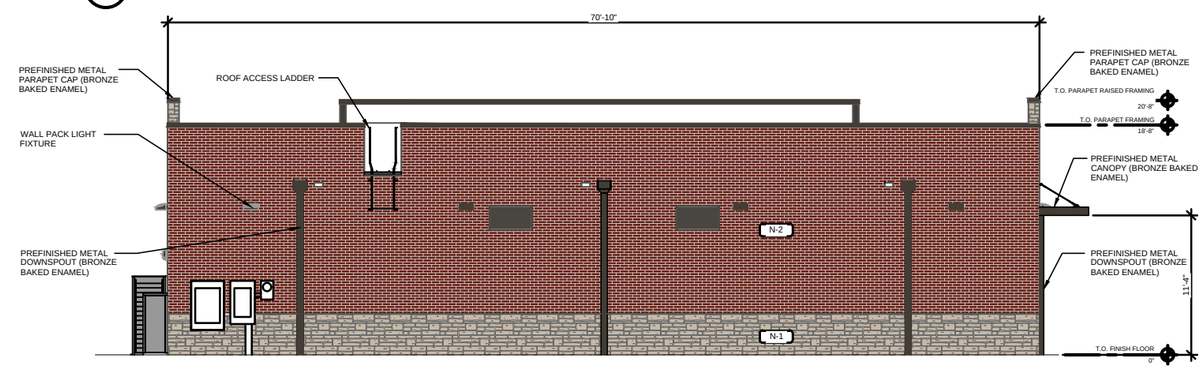
6 CANOPY ELEVATION - SHORT

3/16" = 1'-0"



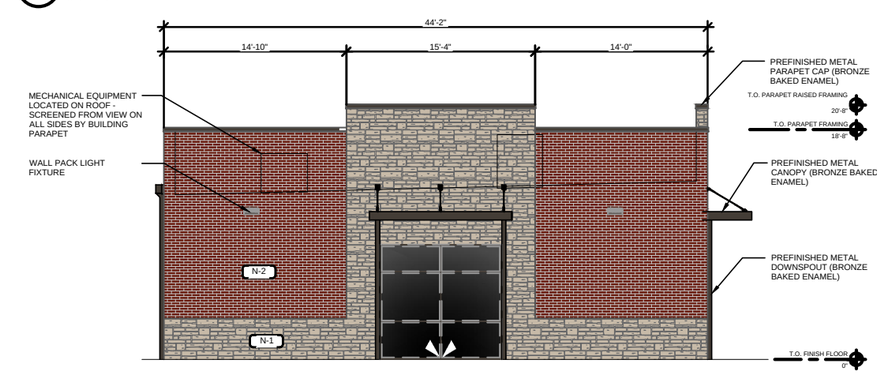
5 CANOPY ELEVATION - LONG

3/16" = 1'-0"



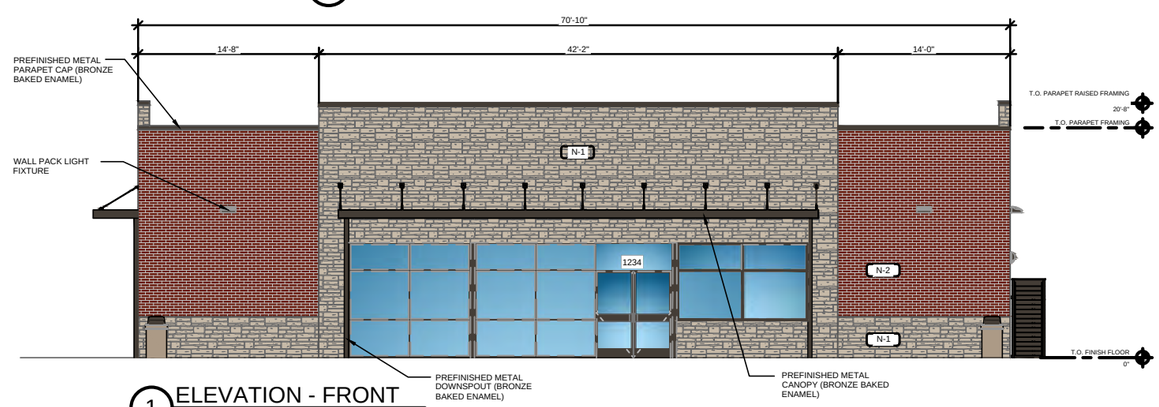
4 ELEVATION - RIGHT SIDE

3/16" = 1'-0"



3 ELEVATION - REAR

3/16" = 1'-0"



2 ELEVATION - LEFT SIDE

3/16" = 1'-0"

1 ELEVATION - FRONT

3/16" = 1'-0"

2/8/2017
V:\Jobs\2017\17113 - Verdad Real Estate - 1300 Great Neck Rd, Virginia Beach, VA

ARCHITECT:

K2M DESIGN

Architecture, Engineering, Interior Design, Asset Management, Specialty Consulting

5500 Walsh Lane
Rogers, AR 72758
Tel: 479-802-5505
Fax: 216.357.2796
Email: info@k2mdesign.com
URL: www.k2mdesign.com

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Seal:

Scott C. Maloney, OH License #13774
Expiration Date xx/xx/xx
COA #: _____

Consultants:

MEP ENGINEER:
K2M DESIGN

STRUCTURAL ENGINEER:
ARCH CONSULTING

Submissions:

DATE:

7-ELEVEN STORE
TX 114 & CLEVELAND-GIBBS ROAD
NORTHLAKE, TEXAS

VERTICAL CONSTRUCTION
1211 SOUTH WHITE CHAPEL BLVD
SOUTHLAKE, TX 76092

38110

Drawing Size	Project #: 17048
Drawn By: KC	Checked By: KC

Title:

REVIEW BOARD BUILDING, DUMPSTER ENCLOSURE, AND CANOPY ELEVATIONS

Sheet Number:

RB-E

Date: 2/21/17

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1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary

Nathan Reddin, Development Director

Date: May 11, 2017

Re: Northlake Office Park Development Agreement

Town staff has been working with a developer planning to build a small medical office park on a 2-acre tract in Northlake's extraterritorial jurisdiction (ETJ) at the northwest corner of FM 407 and Thompson Road. The first building within the development is to be the home of Mansell Family Dentistry and Orthodontics. The office park is planned to ultimately contain approximately 16,000 sf of office space in 4 buildings. During the design process, the developer has met with Town staff several times to understand the Town's full requirements, including parking, signage and landscaping, despite its location in the ETJ. The site has been designed to meet our requirements as much as possible. As you are aware the Town has limited ability to control development in the ETJ, primarily limited to platting and infrastructure standards. Due to the size of the lot and unavailability of sewer currently, an on-site sewage facility (OSSF) is proposed. Water will be provided by the Town of Northlake which is to the site. But other than this, the Town has little control over the development, including its use and design standards, and cannot annex the property without the consent of the property owner.

As presented at the April 13th Council meeting, the developer is interested in annexing the property but has requested a development agreement so that parameters for development of the property will be agreed to prior to annexation. Among the requests are Commercial zoning of the property to allow for the proposed medical office use, waiver of the preliminary plat requirement for this tract only (final platting will still be required), and acceptance of the site plan and exterior architectural design/materials. In exchange for these requests, the owner/developer will petition to be annexed upon completion and occupancy of the first building on the property, and the Town will also have assurance of a quality development which appears to adhere to the Comprehensive Plan and meet most requirements of the UDC.

Please contact me at 940.242.5703 if you have any questions or comments.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Northlake Office Park LLC, a Texas limited liability company, (the "Owner"), and the Town of Northlake, Texas, a general law municipality (the "Town") (Owner and Town being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective when signed by both parties (the "Effective Date").

ARTICLE I
RECITALS

WHEREAS, Owner is the owner of approximately 2.0 acres of land in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas (the "County") described by metes and bounds on **Exhibit A** and shown on **Exhibit B** (the "Property"); and

WHEREAS, Owner intends that the Property be developed as a single lot with approximately 16,000 square feet of office space in four buildings with retail water service by the Town and an individual on-site septic system; and

WHEREAS, Owner intends to develop the Property within the Town and requests that the Town annex the Property in accordance with this Agreement and petition to be filed by Owner; and

WHEREAS, the Town Council has determined that this Agreement and the development of the Property described herein comply in all respects with the Town's Comprehensive Plan; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the Town and the County effective November 12, 2002 (the "Interlocal Agreement") and Section 242.00l(a)(3) of the Texas Local Government Code, the Town has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, et seq. of the Texas Local Government Code; and

WHEREAS, this Agreement supersedes any previous agreements for the Property approved by the Town Council pursuant to Section 212.171, et seq. of the Texas Local Government Code.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Governing Regulations. The Property shall be developed as an office park. Development of the Property, before and after annexation, shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations"):

(a) The Town's Unified Development Code in effect as of the Effective Date (the "UDC");

(b) The building, plumbing, electrical, mechanical, and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing, or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries (the "Building Codes");

(c) The Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual").

(d) Development standards applicable to the Commercial (C) zoning district as of the effective date (the "Development Standards");

(e) Final plat approved by the Town attached as **Exhibit B** (the "Final Plat"); and

(f) Site plan attached as **Exhibit C** (the "Site Plan") which shall be the sole site plan for the Property. No additional site plan approvals shall be required by the Town unless a substantial change to the site plan is proposed.

(g) Building elevations attached as **Exhibit D** (the "Building Elevations") which shall establish the exterior construction and design standards for all buildings to be constructed on the Property.

2.2 Zoning. The Parties agree that the Property shall be developed, before and after annexation by the Town, in accordance with the Development Standards. The Town Council shall zone the Property Commercial (C) upon annexation. In the event of any conflict between this Agreement and any zoning ordinance adopted by the Town Council relating to the Property, this Agreement will prevail except as expressly agreed in writing by Owner.

2.3 Development Standards Revisions and Waivers.

(a) The Mayor, the Town Administrator, or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation the following: (i) an increase in the height of any structure by five percent (5%) or less; (ii) a setback reduction of ten percent (10%) or less; or (iii) an increase in lot coverage of five percent (5%) or less.

(b) The Town Council may waive strict compliance with the Development Standards on a case-by-case basis when Owner demonstrates, to the reasonable satisfaction of the Town Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

2.4 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the Agreement shall prevail.

ARTICLE III
DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the Town pursuant to Section 242.00l(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the Town shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats, and approval of plans for certain Public Infrastructure, for the Property in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plat Required. Subdivision of the Property shall require approval of a final plat by the Town in accordance with the Governing Regulations and this Agreement. No preliminary plat shall be required unless the Property is to be further subdivided.

3.3 Design and Construction of Public Infrastructure.

(a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.

(b) Owner shall submit to the Town plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the Town provided, however, if the Town fails to approve or disapprove plans and specifications within forty-five (45) days after receipt, those plans and specifications shall be deemed to be approved.

(c) In the event the Town disapproves of such plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with the Governing Regulations. If the plans or specifications do not comply with the Governing Regulations, the Owner shall revise the plans and specifications appropriately and resubmit to the Town for review. The same review process shall apply to any resubmittal of plans and specifications; provided, however, that if the Town fails to approve or disapprove the resubmitted plans and specifications within thirty (30) days after receipt, such plans and specifications shall be deemed to be approved.

3.4 Inspection of Public Infrastructure. At the Town's option, Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations by a Town employee or third party inspector retained by the Town.

3.5 Building Permits: Inspection of Structures.

(a) Prior to annexation, Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued by Denton County. Upon

annexation. Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued by the Town certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "Building Permit").

(b) The Town shall issue Building Permits if the plans and specifications for a Structure comply with the Building Codes and Development Standards. If the Town determines that plans and specifications are not in compliance with such requirements, the Town shall notify Owner in writing of all deficiencies within ten (10) days after receipt of the plans and specifications. At the Town's option, Building Permits may be issued by a Town employee or a third party contractor retained by the Town.

(c) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure. At the Town's option, inspections may be performed by a Town employee or third party contractor retained by the Town.

3.6 Impact Fees. The Town shall assess water impact fees against the Property in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and Article 9.03 of the Town's Code of Ordinances ("Article 9.03"). The Town shall not assess or collect wastewater impact fees under Article 9.03 and Chapter 395, or any other form of capital recovery fee for wastewater infrastructure in connection with development of the Property.

ARTICLE IV
PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

4.1 Retail Water Service; Construction of Water Infrastructure.

(a) Retail water service to the Property for development in accordance with this Agreement will be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes.

(b) The parties acknowledge that an 8-inch main is sufficient to serve the Property. Owner shall, on a schedule to be determined by Owner in its sole discretion, design and construct or cause to be designed and constructed, at Owner's sole cost an 8-inch main to the northern boundary of the Property and all on-site water infrastructure within the boundaries of the Property necessary for the Town to provide retail water service to the Property.

4.2 Sewer Service. Sewer service to the Property shall be provided by an individual on- site septic system.

4.4 Drainage. Drainage within the Property shall be handled by an on-site detention pond designed in accordance with Section 4.5 – Storage Design in the Engineering Design Manual. Owner shall be responsible for maintenance of the detention pond to be outlined in a maintenance agreement with the Town.

4.5 Dedication, Ownership and Maintenance of Public Infrastructure. Owner shall dedicate the Public Infrastructure to the Town.

ARTICLE V
TERM OF AGREEMENT

5.1 Term. The term of the Agreement will be fifteen (15) years commencing on the Effective Date (the "Term").

5.2 Termination of Agreement. This Agreement may be terminated at any time by mutual written consent of the Town and all Owners.

ARTICLE VI
ANNEXATION OF THE PROPERTY

6.1 Annexation Petition. Owner agrees to submit a petition to the Town requesting annexation of the Property pursuant to § 43.028, Local Government Code (the "Annexation Petition") within thirty days of initial occupancy of a Structure on the Property.

6.2 Annexation Process. Pursuant to § 212.172(b)(7), Local Government Code, the Town and Owner agree that annexation shall proceed in accordance with § 43.028, Local Government Code only. Pursuant to § 43.028, the Town will hold a hearing to deliberate regarding the petition requesting annexation within thirty (30) days of the submittal of the petition. Thereafter, an ordinance annexing the Property in accordance with § 43.028, Local Government Code, shall be on the agenda for a regular or special Town Council meeting.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

(a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or

(c) adversely affect or impair the current or future obligations of the Town to provide water service to any portion of the Property within its water CCN; or

(d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(e) limit the Term.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successor Owners. The Owner shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, without the prior written approval of the Town. If the Town approves a requested assignment, any successor owner shall assume the liabilities, responsibilities, and obligations of the Owner under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

8.2 Assignment by the Town. The Town shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Town under this Agreement, without the prior written approval of Owner.

8.3 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the Town, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Encumbrance by Town. The Town shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

ARTICLE IX
RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the Town as a condition to the Town having notice of the assignment or having the assignment binding upon the Town. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the Town and recorded in the County's real property records; and (c) the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article IV.

9.2 Releases. From time to time upon written request of Owner, the Mayor, the Town Administrator, or a designee of their choice, may execute, in recordable form, subject to approval as to form by the Town Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

9.3 Estoppel Certificates. From time to time upon written request of Owner, the Mayor, the Town Administrator, or a designee of their choice, may execute a written estoppel certificate, subject to approval as to form by the Town Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. All notices required or contemplated by this Agreement *(or* otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the Town:	Town of Northlake Attn: Mayor 1400 FM 1407 Northlake, Texas 76247
To the Owner:	Northlake Office Park LLC Attn: Kevin Mansell 701 W. Bailey Boswell Rd. Saginaw, TX 76179

10.3 Reservation of Rights. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, **OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE TOWN AFTER THE EFFECTIVE DATE**. THE TOWN SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER.

10.4 Rough Proportionality. As additional consideration for the construction and fee waivers received by the Owner under this Agreement, the Owner agrees that all dedications, construction costs and other payments made by the Owner related to the Public Infrastructure are roughly proportional to the need for such Public Infrastructure created by the development of the Property and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs and other payments for the Public Infrastructure are related both in nature and extent to the impact of the Owner's development of the Property. The Owner waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the Public Infrastructure and the projected impact of the Owner's

development of the Property.

10.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions, that the performance by the Parties under this Agreement is authorized by Section 212.171, et. seq., of the Texas Local Government Code, and that this Agreement satisfies the Town's obligations under Section 43.035, Texas Local Government Code.

10.6 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.3, this Agreement shall not be modified or amended except in writing signed by the Town, Northlake Office Park LLC, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Denton County, Texas.

10.8 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.9 No Third Party Beneficiaries. Except as otherwise provided in this Section 10.9, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End- Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence

in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

10.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Final Plat
Exhibit C	Site Plan
Exhibit D	Building Elevations

Executed by the Town and Owner to be effective on the Effective Date.

TOWN OF NORTHLAKE

By: _____
Peter Dewing, Mayor

ATTEST:

By:_____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

_____
Ashley Dierker

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2017, by Peter Dewing, Mayor of the Town of Northlake, Texas, on behalf of said Town.

_____
Notary Public, State of Texas

OWNER

NORTHLAKE OFFICE PARK LLC, a
Texas limited liability company

By: _____
Kevin Mansell, Managing Member

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the __ day of _____, 2017, by Kevin Mansell, Managing Member of Northlake Office Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

EXHIBIT “A”
Meets and Bounds Description of Property

EXHIBIT "A"

Legal Description

A tract of land situated in the PATRICK ROCK SURVEY, ABSTRACT NUMBER 1063, Denton County Texas and being part of a 57.7925 acre tract of land described in a deed to AMI Development Group, LLC. as recorded in County Clerk File Number 95-R0031364, Real Property Records, Denton County, Texas;

The exterior boundary of said tract of land is further described as follows:

Commencing at a ½" iron rod found being in the West line of Kay's Road and being the Southeast corner of a tract of land described in a deed to the Town of Northlake as recorded in Volume 3434, Page 923 of the Real Property Records, Denton County, Texas and being in the North line of FM 407:

Thence S 89°40'56" West along the North line of FM 407 a distance of 384.63 feet to a capped ½" iron rod stamped EAGLE SURVEYING set for the Southeast corner of the herein described tract and being the POINT OF BEGINNING;

Thence S 89°40'56" W along the North line of Said FM 407 and the South line of said AMI Development Group, LLC tract a distance of 197.75 feet to a capped ½" iron rod stamped EAGLE SURVEYING set from which a capped iron rod found for the Southwest corner of said AMI Development Group, LLC tract bears South 89 degrees 40 minutes 56 seconds West a distance of 1049.62 feet;

Thence N 00°38'07" W 442.55' and marked by a capped ½" iron rod stamped EAGLE SURVEYING set for the Northwest corner of the herein described tract;

Thence N 89°44'23" E 198.48 feet to a railroad spike set for the Northeast corner of the herein described tract and being at the beginning of a curve to the right having a radius of 720.00 feet and a chord bearing and distance of South 01 degrees 36 minutes 44 seconds West, 62.80 feet;

Thence along said curve an arc length of 62.82 feet to a capped ½" iron rod stamped EAGLE SURVEYING set;

Thence S 00°53'45" E a distance of 379.60 feet to the POINT OF BEGINNING and containing 2.00 acres of land more or less.

EXHIBIT “B”
Final Plat

VICINITY MAP
NOT TO SCALE

Graphic Scale in Feet
0 30' 60' 90'
SCALE: 1" = 30'

ABBREVIATIONS

P.R.D.C.T.	PUBLIC RECORDS OF DENTON COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
DOC. NO.	DOCUMENT NUMBER
IRF	IRON ROD FOUND
C.M.	CONTROLLING MONUMENT
R.O.W.	RIGHT-OF-WAY
P.R.&P.U.E.	PRIVATE ROAD & PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND
NOT TO SCALE

- BOUNDARY CORNER
- EASEMENT CORNER

APPROVAL BY THE TOWN COUNCIL

_____
Date

_____
Mayor, Town of Northlake

_____
Town Secretary, Town of Northlake

NOTES

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.

2. All bearings shown hereon are based on the Texas Coordinate System, North Central Zone, NAD 1983, 2011 Adjustment.

3. The Surveyor has not physically located any underground utilities and/or improvements which may be located under or near the subject property.

4. According to the Flood Insurance Rate Map No. 48121C0505G, 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.

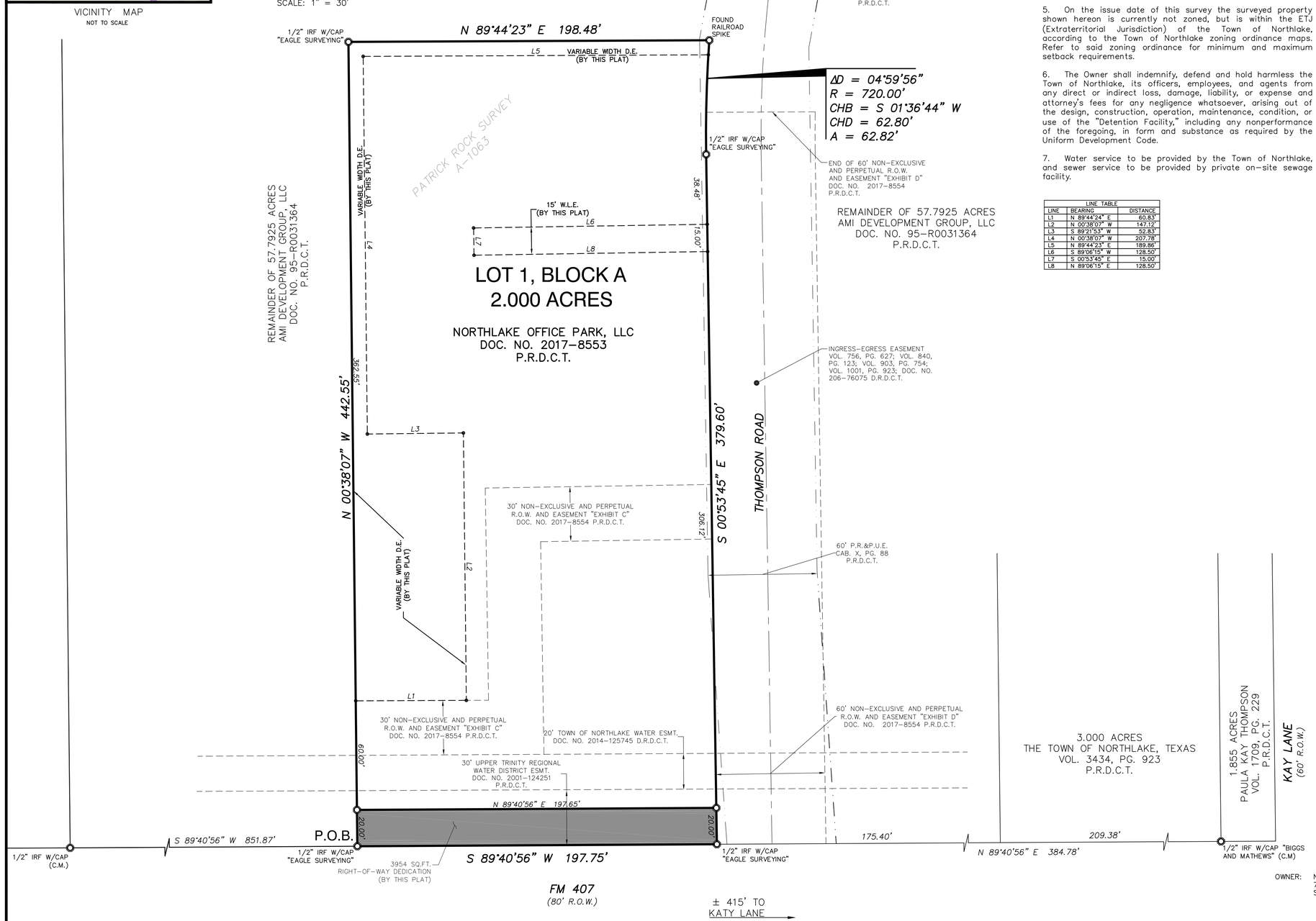
5. On the issue date of this survey the surveyed property shown hereon is currently not zoned, but is within the ETJ (Extraterritorial Jurisdiction) of the Town of Northlake, according to the Town of Northlake zoning ordinance maps. Refer to said zoning ordinance for minimum and maximum setback requirements.

6. The Owner shall indemnify, defend and hold harmless the Town of Northlake, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance, condition, or use of the "Detention Facility," including any nonperformance of the foregoing, in form and substance as required by the Uniform Development Code.

7. Water service to be provided by the Town of Northlake, and sewer service to be provided by private on-site sewage facility.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°44'24" E	60.83'
L2	N 00°38'07" W	147.12'
L3	S 89°21'53" W	52.83'
L4	N 00°38'07" W	207.78'
L5	N 89°44'23" E	189.86'
L6	S 89°06'15" W	128.50'
L7	S 00°53'45" E	15.00'
L8	N 89°06'15" E	128.50'



OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Northlake Office Park, LLC, is the owner of all that certain 2.000 acres of land, by virtue of the deed recorded in Document Number 2017-8553 in the Public Records of Denton County, Texas (P.R.D.C.T.), in the Patrick Rock Survey, A-1063, Town of Northlake, Denton County, Texas and more particularly described by metes and bounds as follows: (all bearings shown hereon are based on the Texas Coordinate System, North Central Zone, NAD 1983, 2011 Adjustment)

BEGINNING at a 1/2" iron rod iron rod with a "Eagle Surveying" cap found for the southwest corner of the herein described tract, in the south line of the 57.7925 acre tract described in the deed to AMI Development Group, LLC, recorded in Document Number 95-R0031364, P.R.D.C.T., common to the north right-of-way line of Farm to Market Road 407 (80' Right-of-Way), from which a 1/2" iron rod with cap found for the southwest corner of said 57.7925 acre tract bears South 89° 40' 56" West – 851.87';

THENCE North 00° 38' 07" West – 442.55' to a 1/2" iron rod with a cap stamped "Eagle Surveying" found for the northwest corner of the herein described tract;

THENCE North 89° 44' 23" East – 198.48' to a railroad spike found for a point on a curve to the left, having a central angle of 04° 59' 56", a radius of 720.00' and a chord bearing and distance of South 01° 36' 44" West – 62.80';

THENCE along said curve to the left, an arc distance of 62.82' to a 1/2" iron rod with a cap stamped "Eagle Surveying" found for the end of curve;

THENCE South 00° 53' 45" East – 379.60' to a 1/2" iron rod with a cap stamped "Eagle Surveying" found for the southeast corner of the herein described tract, in the north right-of-way line of said Farm to Market Road 407, common to the south line of said 57.7925 acre tract, from which a 1/2" iron rod with cap stamped 'Biggs and Mathews found for the southeast corner of the 3.000 acre tract described in the deed to The Town of Northlake Texas, recorded in Volume 3434, Page 923, P.R.D.C.T. bears North 89° 40' 56" East – 384.78';

THENCE South 89° 40' 56" West – 197.75' along the north right-of-way line of said Farm to Market Road 407, common to the south line of said 57.7925 acre tract, to the POINT OF BEGINNING and containing 2.000 acres of land.

That **Northlake Office Park, LLC**, acting by and though its duly authorized officer, does hereby adopt this plat designating the herein before described property as **Lot 1, Block A, Northlake Office Park,** an addition to the Town of Northlake, Denton County, Texas, and do hereby dedicate fee simple to the public use forever any streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction , maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Northlake, Texas.

Witness our hands this _____ day of _____, 2017

_____ _____
Signature Title

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF DENTON

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 therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office, this _____ day of _____, 2017.

_____
Notary Signature Notary Stamp:

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: MAY 1, 2017

STATE OF TEXAS REGISTERED DAVID CARLTON LEWIS 5647 PROFESSIONAL LAND SURVEYOR

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 _____, ____.

_____
Notary Signature Notary Stamp:

A FINAL PLAT OF
LOT 1, BLOCK A

NORTHLAKE OFFICE PARK

AN ADDITION TO DENTON COUNTY, WHICH IS 2.000 ACRES
IN THE PATRICK ROCK SURVEY, A – 1063
TOWN OF NORTHLAKE ETJ, DENTON COUNTY, TEXAS

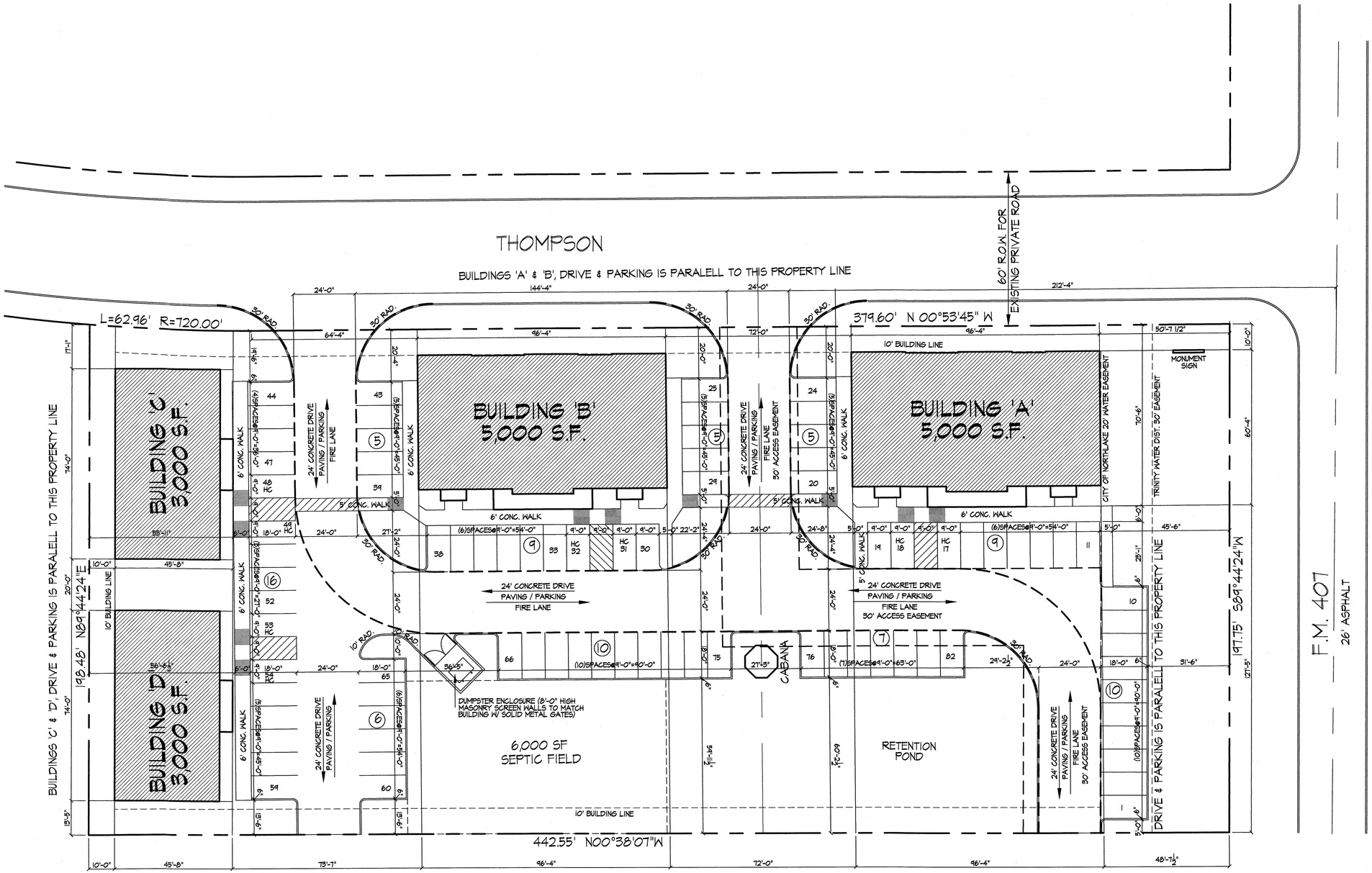
OWNER: Northlake Office Park, LLC
701 West Bailey Boswell
Saginaw, TX 76179

ENGINEER: Hamilton Duffy, P.C.
E.S.&C.M., Inc.
8241 Mid-Cities Blvd., Ste.100
North Richland Hills, TX 76182
Phone: 817-268-0408

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

SPRY PROJECT NO. 034-201-30
DATE: FEBRUARY 2017

EXHIBIT “C”
Site Plan



BUILDINGS: (5,000+5,000+3,000+3,000) = 16,000 S.F.
16,000 / 200 (MEDICAL) = 80 PARKING SPACES
PROVIDED: 82 PARKING SPACES

PATRICK ROCK SURVEY
ABSTRACT NO. 1063
DENTON COUNTY, TEXAS

NORTH

SITE PLAN
SCALE: 1"=20'-0"

FILE NAME: 1673-SITE_A (02-16-17) HW, JES

02-16-2017

REGISTERED ARCHITECT L. BLAKE HOGGE 10833 STATE OF TEXAS

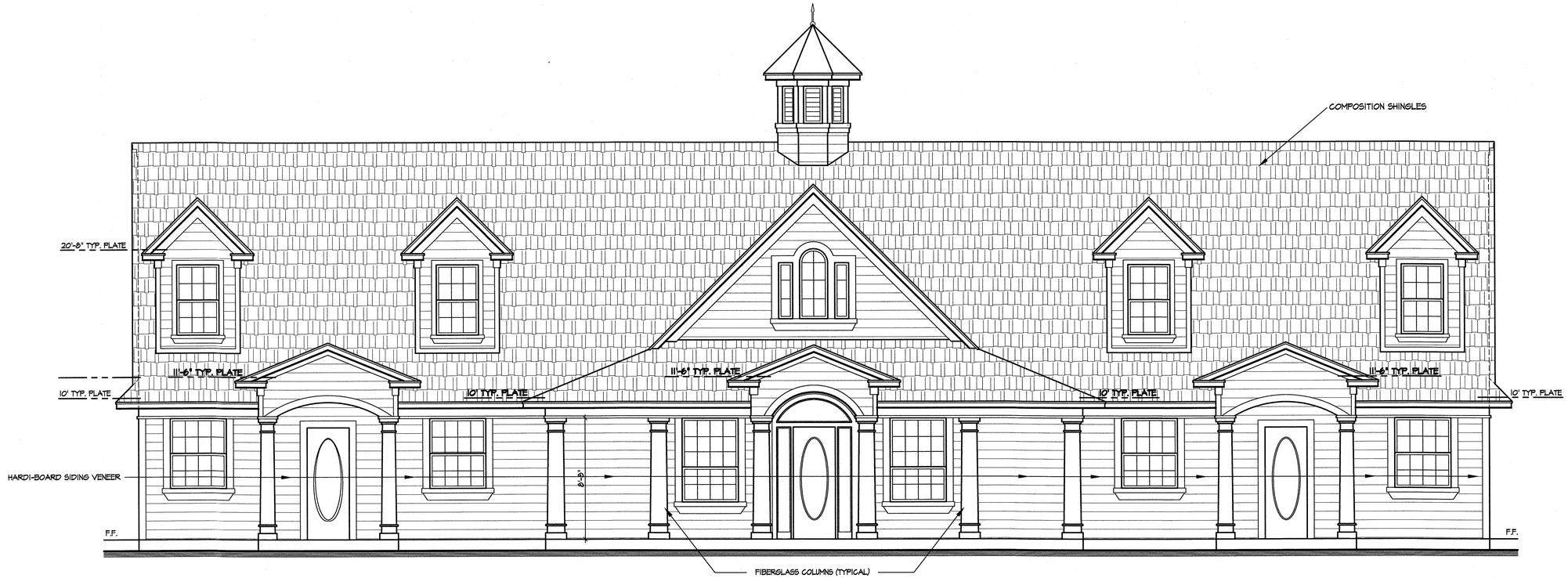
JOB #1673
16/FEB/2017

BLAKE ARCHITECTS
1202 S. White Chapel Blvd. • Suite A
Southlake, Texas 76092 • 817-488-9397

BALLARD FAMILY DENTISTRY
F.M. 407 DENTON COUNTY, TEXAS

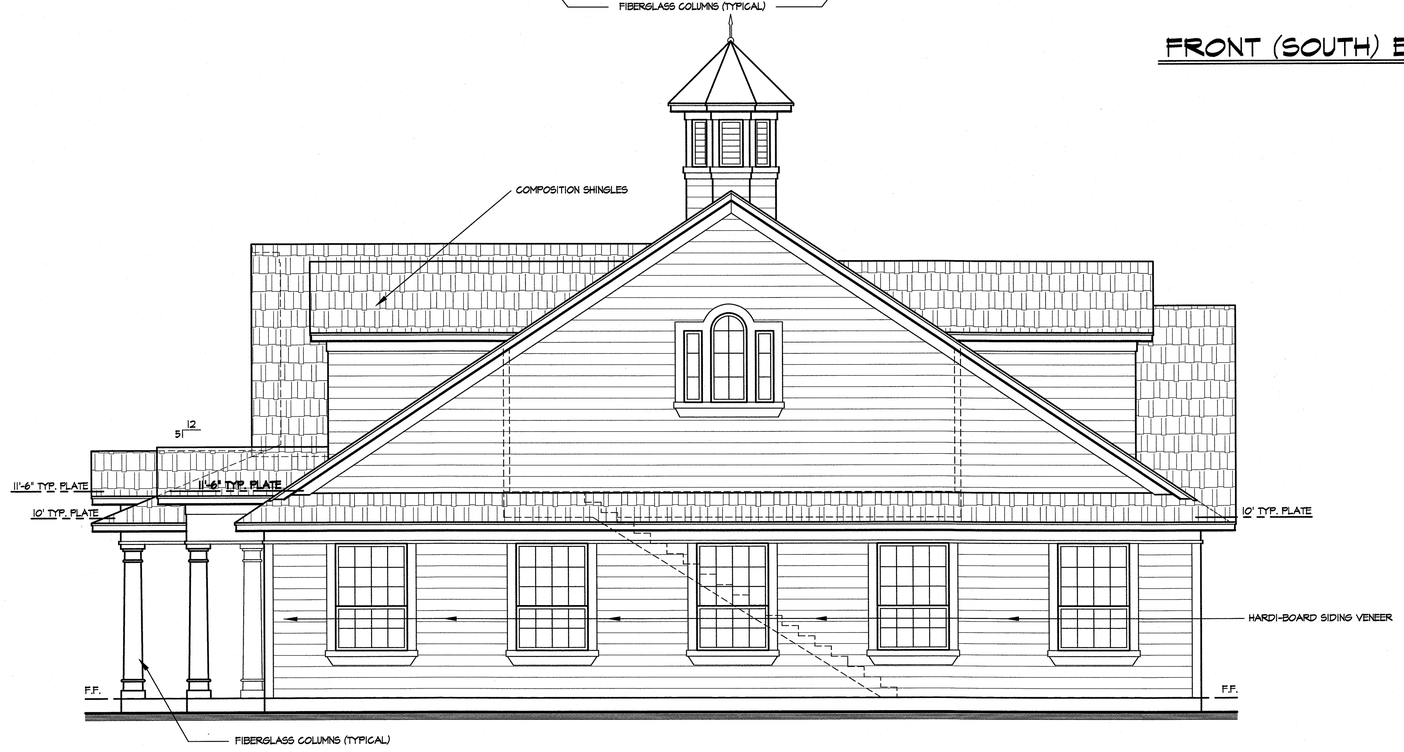
SHEET
SP-1
OF 15P SHEETS

EXHIBIT “D”
Building Elevations



FRONT (SOUTH) ELEVATION

SCALE: 1/4"=1'-0"



RIGHT SIDE (EAST) ELEVATION

SCALE: 1/4"=1'-0"

BUILDING ELEVATIONS

SCALE: 1/4"=1'-0"

FILE NAME: 1673-PLAN_B (02-16-17) JES

02-16-2017

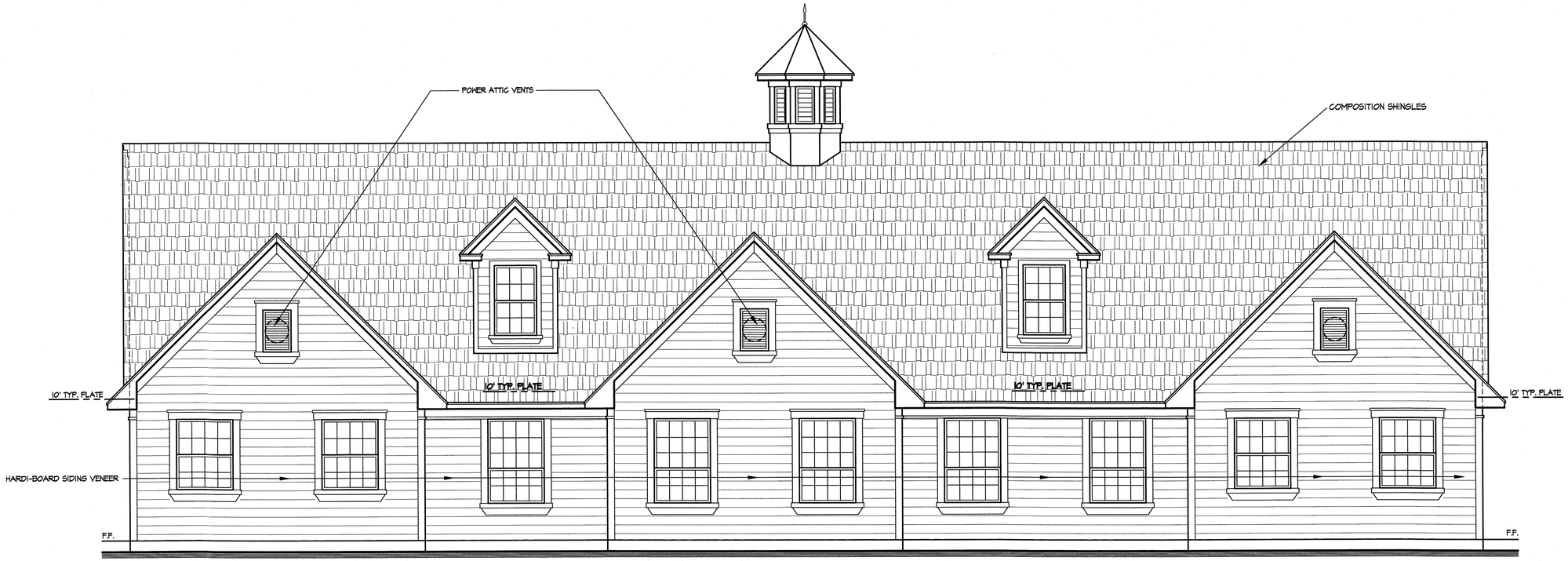
REGISTERED ARCHITECT BLAKE STATE OF TEXAS

JOB #1673
16/FEB/2017

BLAKE ARCHITECTS
1202 S. White Chapel Blvd. • Suite A
Southlake, Texas 76092 • 817-488-9397

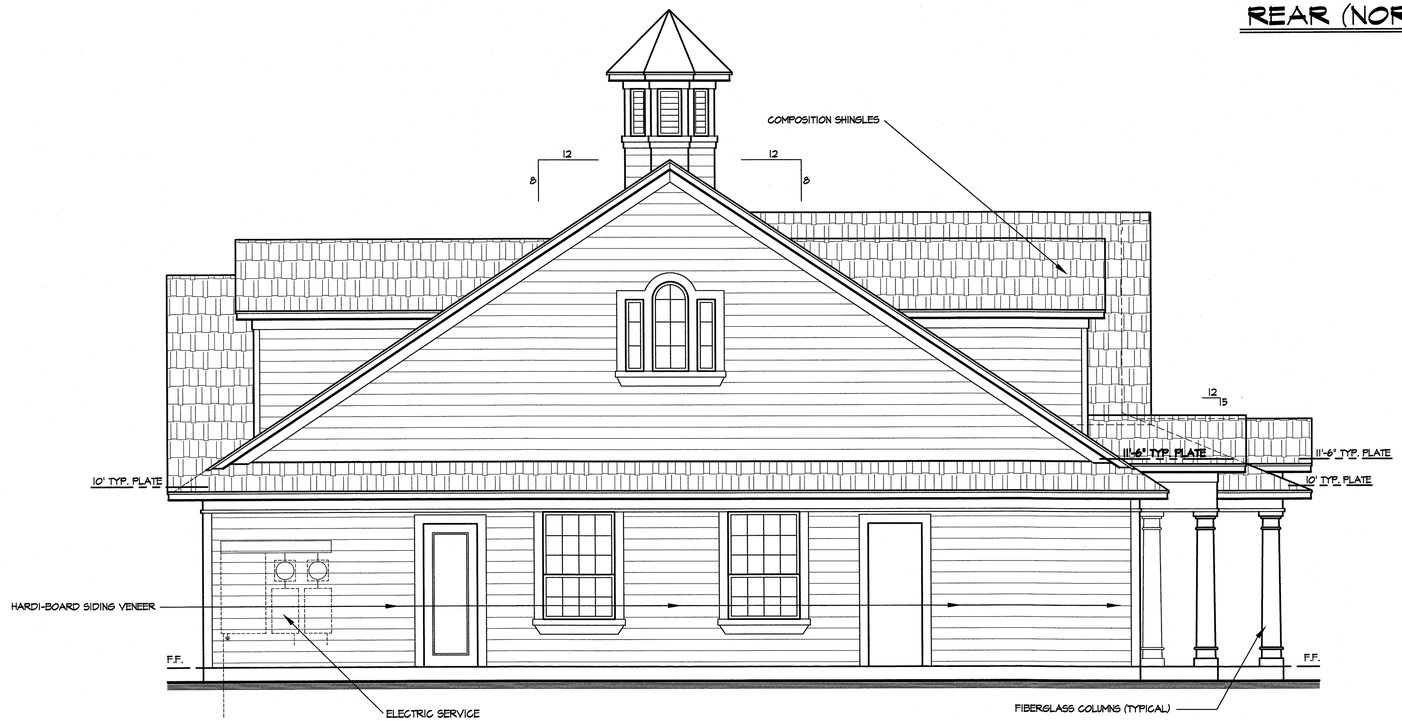
BALLARD FAMILY DENTISTRY
F.M. 407 DENTON COUNTY, TEXAS

SHEET
A-1
OF 7A SHEETS



REAR (NORTH) ELEVATION

SCALE: 1/4"=1'-0"



LEFT SIDE (WEST) ELEVATION

SCALE: 1/4"=1'-0"

BUILDING ELEVATIONS

SCALE: 1/4"=1'-0"

FILE NAME: 1673-PLAN_B (02-16-17) .JES

02-16-2017

REGISTERED ARCHITECT BLAKE STATE OF TEXAS

JOB #673

16/FEB/2017

BLAKE ARCHITECTS
1202 S. White Chapel Blvd. • Suite A
Southlake, Texas 76092 • 817-488-9397

BALLARD FAMILY DENTISTRY

F.M. 407 DENTON COUNTY, TEXAS

SHEET A-2 OF 7A SHEETS

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: May 11, 2017

Re: Final Plat for Northlake Office Park (FP-17-002)

Purpose: To consider approval of a Final Plat of Lot 1, Block A, Northlake Office Park, a 2.0-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located in the extraterritorial jurisdiction (ETJ) of the Town of Northlake at the northwest corner of FM 407 and Thompson Road.

Owner/Applicant: Northlake Office Park, LLC

Surveyor: Spry Surveyors

Background: The applicant plans to build a small office park on this site which is located in the Town's ETJ. A Development Agreement with the property owner is on this same agenda for action which calls for final platting of the single lot plat without a preliminary plat for the parent tract first being approved.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC) and the Development Agreement. Access to the site will be provided via an access easement from Thompson Road which is currently a private road. Access easements will provide the opportunity to connect to the west as that property develops. The lot will be served by water from the Town of Northlake, but due to the unavailability of sewer currently, an on-site sewage facility (OSSF) is proposed. Civil construction plans for water, access drives and drainage infrastructure to serve the plat are still under review with only a few minor comments remaining. The final plat appears to meet the requirements of the UDC and the Development Agreement.

Staff Findings: Staff finds the final plat acceptable for approval as submitted with the condition that the construction plans be approved and any changes to the plat determined to be necessary while completing construction plan review shall be made prior to recording the plat.

VICINITY MAP
NOT TO SCALE

Graphic Scale in Feet
0 30' 60' 90'
SCALE: 1" = 30'

ABBREVIATIONS

P.R.D.C.T.	PUBLIC RECORDS OF DENTON COUNTY, TEXAS
VOL.	VOLUME
PG.	PAGE
CAB.	CABINET
DOC. NO.	DOCUMENT NUMBER
IRF	IRON ROD FOUND
C.M.	CONTROLLING MONUMENT
R.O.W.	RIGHT-OF-WAY
P.R.&P.U.E.	PRIVATE ROAD & PUBLIC UTILITY EASEMENT
D.E.	DRAINAGE EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND
NOT TO SCALE

- BOUNDARY CORNER
- EASEMENT CORNER

APPROVAL BY THE TOWN COUNCIL

_____
Date

_____
Mayor, Town of Northlake

_____
Town Secretary, Town of Northlake

NOTES

1. This Survey is issued without the benefit of a current title report and is subject to revision upon receipt thereof. Surveyor has done no additional research for possible easements, restrictions or covenants which may affect this property.

2. All bearings shown hereon are based on the Texas Coordinate System, North Central Zone, NAD 1983, 2011 Adjustment.

3. The Surveyor has not physically located any underground utilities and/or improvements which may be located under or near the subject property.

4. According to the Flood Insurance Rate Map No. 48121C0505G, 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.

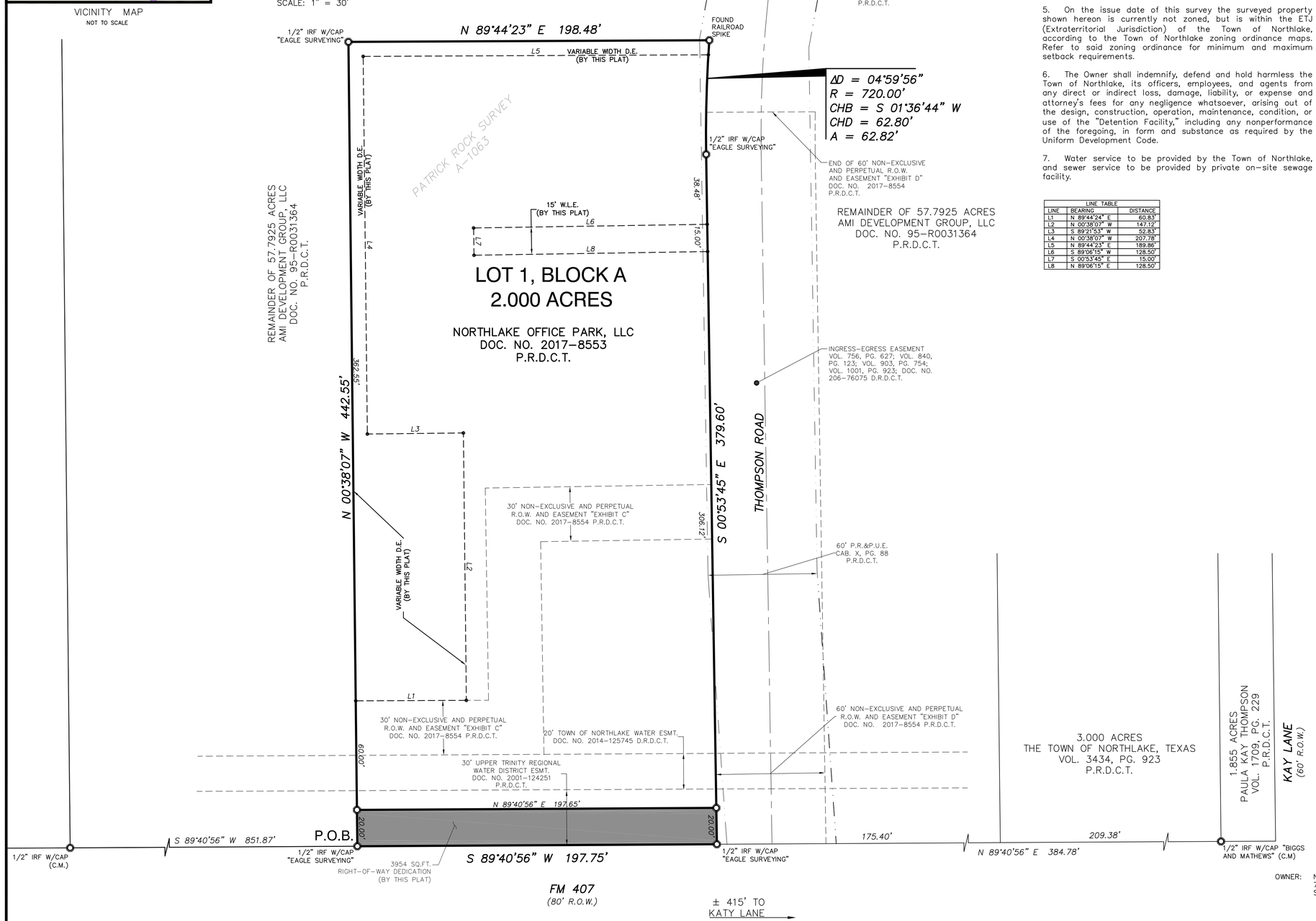
5. On the issue date of this survey the surveyed property shown hereon is currently not zoned, but is within the ETJ (Extraterritorial Jurisdiction) of the Town of Northlake, according to the Town of Northlake zoning ordinance maps. Refer to said zoning ordinance for minimum and maximum setback requirements.

6. The Owner shall indemnify, defend and hold harmless the Town of Northlake, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance, condition, or use of the "Detention Facility," including any nonperformance of the foregoing, in form and substance as required by the Uniform Development Code.

7. Water service to be provided by the Town of Northlake, and sewer service to be provided by private on-site sewage facility.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°44'24" E	60.83'
L2	N 00°38'07" W	147.12'
L3	S 89°21'53" W	52.83'
L4	N 00°38'07" W	207.78'
L5	N 89°44'23" E	189.86'
L6	S 89°06'15" W	128.50'
L7	S 00°53'45" E	15.00'
L8	N 89°06'15" E	128.50'



OWNER'S DEDICATION
STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Northlake Office Park, LLC, is the owner of all that certain 2.000 acres of land, by virtue of the deed recorded in Document Number 2017-8553 in the Public Records of Denton County, Texas (P.R.D.C.T.), in the Patrick Rock Survey, A-1063, Town of Northlake, Denton County, Texas and more particularly described by metes and bounds as follows: (all bearings shown hereon are based on the Texas Coordinate System, North Central Zone, NAD 1983, 2011 Adjustment)

BEGINNING at a 1/2" iron rod iron rod with a "Eagle Surveying" cap found for the southwest corner of the herein described tract, in the south line of the 57.7925 acre tract described in the deed to AMI Development Group, LLC, recorded in Document Number 95-R0031364, P.R.D.C.T., common to the north right-of-way line of Farm to Market Road 407 (80' Right-of-Way), from which a 1/2" iron rod with cap found for the southwest corner of said 57.7925 acre tract bears South 89° 40' 56" West – 851.87';

THENCE North 00° 38' 07" West – 442.55' to a 1/2" iron rod with a cap stamped "Eagle Surveying" found for the northwest corner of the herein described tract;

THENCE North 89° 44' 23" East – 198.48' to a railroad spike found for a point on a curve to the left, having a central angle of 04° 59' 56", a radius of 720.00' and a chord bearing and distance of South 01° 36' 44" West – 62.80';

THENCE along said curve to the left, an arc distance of 62.82' to a 1/2" iron rod with a cap stamped "Eagle Surveying" found for the end of curve;

THENCE South 00° 53' 45" East – 379.60' to a 1/2" iron rod with a cap stamped "Eagle Surveying" found for the southeast corner of the herein described tract, in the north right-of-way line of said Farm to Market Road 407, common to the south line of said 57.7925 acre tract, from which a 1/2" iron rod with cap stamped 'Biggs and Mathews found for the southeast corner of the 3.000 acre tract described in the deed to The Town of Northlake Texas, recorded in Volume 3434, Page 923, P.R.D.C.T. bears North 89° 40' 56" East – 384.78';

THENCE South 89° 40' 56" West – 197.75' along the north right-of-way line of said Farm to Market Road 407, common to the south line of said 57.7925 acre tract, to the POINT OF BEGINNING and containing 2.000 acres of land.

That **Northlake Office Park, LLC**, acting by and though its duly authorized officer, does hereby adopt this plat designating the herein before described property as **Lot 1, Block A, Northlake Office Park,** an addition to the Town of Northlake, Denton County, Texas, and do hereby dedicate fee simple to the public use forever any streets, rights-of-way, and alleys shown thereon, and do hereby reserve the easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction , maintenance or efficiency of its respective systems on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Northlake, Texas.

Witness our hands this _____ day of _____, 2017

_____ _____
Signature Title

NOTARY CERTIFICATE
STATE OF TEXAS
COUNTY OF DENTON

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 therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office, this _____ day of _____, 2017.

_____
Notary Signature Notary Stamp:

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: MAY 1, 2017

STATE OF TEXAS REGISTERED DAVID CARLTON LEWIS 5647 PROFESSIONAL LAND SURVEYOR

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 _____, ____.

_____
Notary Signature Notary Stamp:

A FINAL PLAT OF
LOT 1, BLOCK A

NORTHLAKE OFFICE PARK

AN ADDITION TO DENTON COUNTY, WHICH IS 2.000 ACRES
IN THE PATRICK ROCK SURVEY, A – 1063
TOWN OF NORTHLAKE ETJ, DENTON COUNTY, TEXAS

OWNER: Northlake Office Park, LLC
701 West Bailey Boswell
Saginaw, TX 76179

ENGINEER: Hamilton Duffy, P.C.
E.S.&C.M., Inc.
8241 Mid-Cities Blvd., Ste.100
North Richland Hills, TX 76182
Phone: 817-268-0408

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

SPRY PROJECT NO. 034-201-30
DATE: FEBRUARY 2017

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 17-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH SC TRACKING SOLUTIONS TO PROVIDE BACKFLOW DEVICE, CUSTOMER SERVICE AND ON-SITE SEWAGE FACILITY INSPECTION, TRACKING AND REPORTING SERVICES TO THE TOWN.

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to seek backflow device, customer service and on-site sewage facility inspection, tracking and reporting for the Town by contractors who possess the necessary skill and acumen to provide such products and services to the Town; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into an agreement with an activity tracking firm in order to provide for the provision of services;

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into an agreement for inspection, tracking and reporting services.

SECTION 3. That the Town Administrator is hereby authorized, on behalf of the Town to execute an agreement, at no cost to the Town, with SC Tracking Solutions for inspection, tracking and reporting services with legal advice from the Town Attorney.

PASSED AND APPROVED THIS THE 11TH DAY OF MAY, 2017.

TOWN OF NORTHLAKE, TEXAS

_____

PETER DEWING, Mayor

ATTEST:

_____

SHIRLEY ROGERS, Town Secretary

Executive Session

Agenda Item 8

Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
   1) When the governmental body seeks the advice of its attorney about:
      (a) Pending or contemplated litigation; or
      (b) A settlement offer; or
      ‘Town of Northlake vs. City of Justin (Cause No. 15-08170-367)
      (c) Appellate Docket No. 02-17-00111-CV
      City of Justin vs. Town of Northlake

b. Section 551.087 authorizes a governmental body to convene into executive session to deliberate regarding economic development negotiations
   1) Property located in the Town or the Town’s ETJ located at the northwest corner of Sam Reynolds Road and Boss Range Road

c. Section 551.072 authorizes a governmental body to convene into executive session to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person concerning the below real property:
   1) Water Tower Site