

Ordinance No. 2005-226

AN ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, ORDINANCE NO. 2001-64, AS AMENDED, BY AMENDING THE ZONING MAP FOR LAND ZONED "LR" - LOCAL RETAIL DISTRICT, "SF-10"- SINGLE-FAMILY RESIDENTIAL DISTRICT 10,000 AND "PD"- PLANNED DEVELOPMENT DISTRICT (NO. 98-376) TO "PD" PLANNED DEVELOPMENT DISTRICT; INCORPORATING A CONCEPT PLAN FOR DEVELOPMENT; CREATING PLANNED DEVELOPMENT DISTRICT NO. 2005-226; ESTABLISHING STANDARDS AND CONDITIONS FOR DEVELOPMENT WITHIN THE DISTRICT; PROVIDING FOR APPROVAL OF DEVELOPMENT PLANS AND SITE PLANS WITHIN THE PD DISTRICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE SUBJECT TO CONDITIONS.

WHEREAS, a request for a change in zoning classification from "SF-10" Single-Family Residential District -- 10,000, "LR" Local Retail District and "PDD" Planned Development District (No. 98-376) to "PD" Planned Development District for local retail use was duly filed with the City of Cedar Hill, Texas, concerning the property described in Section 1, and was assigned case no. 04 - 103; and

WHEREAS, the proposed "PD" District is accompanied by a Concept Plan that depicts a lifestyle community shopping facility for retail sales of goods and services; and

WHEREAS, retail development within the proposed PD District would be subject to the rules and regulations applicable in a "LR"- Local Retail District with modifications; and

WHEREAS, the City Council finds that the development of the proposed PD District for a retail center is an appropriate and potentially superior use of the land taking into consideration the location of the existing city center and major roadways; and

WHEREAS, the use of the property for a large retail center is consistent with and implements the policies of the Comprehensive Plan relating to economic development; and

WHEREAS, the size and nature of the proposed retail project requires the utilization of the entire Property; and

WHEREAS, utilization of the land in the manner proposed in the PD District requires modifications of the City ' s Thoroughfare Plan and changes to the Future Land Use Map of the Comprehensive Plan; and

WHEREAS, the Planning and Zoning Commission and the City Council have considered and approved such changes to the Thoroughfare Plan and the Future Land Use Map, subject to

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conditions; and

WHEREAS, due to the nature and intensity of the proposed use of the Property, it is necessary to assure that potential adverse impacts to adjoining land and traffic circulation are fully mitigated; and

WHEREAS, it is essential to assure that the proposed retail center is served by adequate public facilities and services, in particular, adequate roadway and drainage facilities, and that the development contributes its fair share to the costs of such improvements; and

WHEREAS, the proposed amendments are in conformance with amendments proposed to the City's adopted Comprehensive Plan; and

WHEREAS, due notice of hearing was made in the time and manner prescribed by law; and

WHEREAS, the Planning and Zoning Commission of the City of Cedar Hill, Texas, duly convened and conducted a public hearing for the purpose of evaluating the proposed zoning amendments on January 17, 2005, and delivered its report and recommendation of approval to the City Council; and

WHEREAS, an additional opportunity for all interested persons to be heard was provided by the City Council of the City of Cedar Hill, Texas, at a public hearing, with proper notices posted, convened on January 25, 2005; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City of Cedar Hill, taking into consideration the public health, safety and welfare, to approve the proposed "PD"- No. 2005-226, subject to provision of assurances by the applicant and property owners relating to mitigation of adverse impacts and provision of adequate facilities through execution of a development agreement incorporating such assurances;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, THAT:

SECTION 1. PROPERTY DESCRIPTION. This amendatory ordinance applies solely to approximately 71.7 acres of land, generally located between F.M. 1382 to the south, Cedar Hill Road to the west, and East Pleasant Run Road to the north, as more particularly described in "**Exhibit A**," which is attached hereto and incorporated by reference herein as if fully set forth.

SECTION 2. CHANGE IN ZONING DISTRICT CLASSIFICATION. The zoning district classification for the property described in Section 1 hereby is changed from "SF-10"- Single Family Residential 10,000 District, "LR"- Local Retail District and "PD"- Planned Development District (No. 98-376, Single Family) to "PD"- Planned Development District for Local Retail uses. The official zoning map for the City shall be changed to reflect this change in zoning district classification.

SECTION 3. PURPOSE AND INTENT. The purpose and intent of this Planned Development District is to provide for an upscale lifestyle community shopping facility for retail sales of goods and services in accordance with the attached Concept Plan.

SECTION 4. CONCEPT PLAN. Development of this property shall be consistent with the Concept Plan, attached hereto as "**Exhibit B**" and incorporated by reference herein as if fully set forth. The location of authorized land uses shall be as depicted on the Concept Plan.

SECTION 5. AUTHORIZED LAND USES. Uses authorized in the "LR"- Local Retail District are authorized within the "PD" District.

SECTION 6. DEVELOPMENT STANDARDS. All development within the PD District shall conform to the standards contained in the "LR"- Local Retail District, section 3.12 of the Zoning Ordinance, and to the standards contained in Article 5 of the Zoning Ordinance, except as otherwise expressly provided in this section. The standards and conditions contained in "**Exhibit C**," which is attached hereto and incorporated herein by reference as if fully set forth, shall apply to development of the Property, and shall control in the event of any conflict with provisions in the Zoning Ordinance.

SECTION 7. DEVELOPMENT PLANS AND SITE PLANS. Development plans and site plans shall be approved prior to any construction or development within the "PD"-district in accordance with the standards in section 3.19 of the Zoning Ordinance, and in accordance with the following additional standards.

- A. Each development plan, prepared in accordance with section 3.19.7 of the Zoning Ordinance, shall be accompanied by the following documents and shall comply with the standards in section 3.19.7 and **Exhibit C**:
 - (1) A preliminary drainage plan;
 - (2) An updated traffic impact analysis for the land subject to the development plan and any revisions needed to the overall traffic impact study;
 - (3) A preliminary grading plan, including designation of retaining walls greater than 4 feet in height;
 - (4) Preliminary design of landscape buffer to be located between Pleasant Run Road and the Retail Center parking lot;
 - (5) Preliminary design of street entrances, walls and landscape features that will architecturally match the design of the Retail Center; and
 - (6) Water and wastewater studies verifying the adequacy of such facilities to serve the land subject to the development plan.
- B. Because of the nature and intensity of the retail development proposed for the Property within the Planned Development District and accompanying Concept Plan, the need to provide for adequate roadway, drainage and other public

facilities to serve the site, and the necessity to mitigate potential adverse impacts, no development plan shall be finally approved until execution of a development agreement by the applicant and owners of the Property providing for such assurances. No plat application shall be accepted by the City until a development plan has been finally approved.

C. Site plans shall be approved by the City Council, upon the recommendation of the Planning and Zoning Commission. Each site plan shall be approved in conformity with the standards in section 3.19.8 of the Zoning Ordinance and the criteria in Exhibit C. In addition, final studies and designs for those items required for the development plan shall be submitted for approval with the site plan. Each site plan also must demonstrate general conformance with the Tenant Standards contained in "**Exhibit D**," which is attached hereto and incorporated herein by reference as if fully set forth, herein.

SECTION 8. SEVERABILITY. The terms and provisions of this ordinance shall be deemed to be severable and if the validity of any section, subsection, sentence, clause or phrase of this ordinance should be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause or phrase of this ordinance.

SECTION 9. CONFLICTS. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Cedar Hill, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event conflicting provisions of such ordinances and Code hereby are superseded.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Cedar Hill, Texas, on this the 8th day of February, 2005.

ATTEST:

Frankie Lee, City Secretary

Rob Franke, Mayor
City of Cedar Hill, Texas

EXHIBIT A
Boundary Description
77.041 acres

ZONING DESCRIPTION

BEING a 77.041 acre tract of land situated in the Zur Coombs Survey, Abstract No. 306, and the J. W. Darby Survey, Abstract No. 392, City of Cedar Hill, Dallas County, Texas, and being those certain tracts of land conveyed to Bobbie J. Pogue by deed recorded in Volume 2002163, Page 3711, Deed Records, Dallas County, Texas (D.R.D.C.T.), and being a portion of a tract of land conveyed to Cross Creek Land & Cattle Co., Ltd., by deed recorded in Volume 2004076, Page 8906, (D.R.D.C.T.), and being all of that certain tract of land conveyed to The Cedars of Creekside Residential Association by deed recorded in Volume 2004076, Page 8911, D.R.D.C.T., said 77.041 acre tract of land being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the approximate centerline of Cedar Hill Road (60' R.O.W.) and the approximate centerline of Pleasant Run Road (variable width R.O.W.);

THENCE North 89 degrees 48 minutes 32 seconds East, along the approximate centerline of said Pleasant Run Road, a distance of 1988.57 feet to a point for corner in the approximate centerline of the East fork of Bantle Branch;

THENCE South 48 degrees 33 minutes 44 seconds West, a distance of 145.32 feet to a point for corner;

THENCE South 15 degrees 31 minutes 34 seconds East, a distance of 107.06 feet to a point for corner;

THENCE South 12 degrees 49 minutes 45 seconds West, a distance of 76.38 feet to a point for corner;

THENCE South 04 degrees 10 minutes 37 seconds East, a distance of 76.22 feet to a point for corner;

THENCE with the East line of said Cedars of Creekside and the West line Pleasant Run Towns Crossing, an addition to the City of Cedar Hill, as recorded by plot in Volume 2003012, Page 20, (D.R.D.C.T.) and generally along the centerline of said East fork of Bantle Creek the following courses and distances:

THENCE South 22 degrees 22 minutes 02 seconds West, a distance of 145.28 feet to a point for corner;

THENCE South 28 degrees 00 minutes 18 seconds East, a distance of 153.10 feet to a point for corner;

THENCE South 20 degrees 07 minutes 30 seconds West, a distance of 83.42 feet to a point for corner;

THENCE South 70 degrees 56 minutes 51 seconds East, a distance of 62.08 feet to a point for corner;

THENCE South 56 degrees 09 minutes 30 seconds East, a distance of 144.64 feet to a point for corner;

THENCE South 03 degrees 09 minutes 54 seconds West, a distance of 103.11 feet to a point for corner;

THENCE South 19 degrees 16 minutes 27 seconds East, a distance of 195.22 feet to a point for corner;

THENCE South 14 degrees 52 minutes 56 seconds West, a distance of 203.19 feet to a point for corner;

THENCE South 34 degrees 07 minutes 50 seconds East, a distance of 109.62 feet to a point for corner;

THENCE South 38 degrees 48 minutes 08 seconds West, a distance of 77.57 feet to a point for corner;

THENCE South 29 degrees 32 minutes 10 seconds West, a distance of 153.49 feet to a point for corner;

THENCE South 16 degrees 36 minutes 46 seconds West, a distance of 96.39 feet to a point for corner;

THENCE South 08 degrees 55 minutes 46 seconds East, a distance of 171.16 feet to a point found for the most easterly Southeast corner of said Cedars of Creekside;

THENCE South 43 degrees 05 minutes 46 seconds East, a distance of 118.35 feet to a point for corner;

THENCE South 22 degrees 16 minutes 35 seconds East, a distance of 181.19 feet to a point for corner;

THENCE South 32 degrees 07 minutes 29 seconds East, a distance of 84.28 feet to a point for corner;

THENCE South 37 degrees 33 minutes 34 seconds West, a distance of 182.94 feet to a point for corner;

THENCE South 09 degrees 04 minutes 24 seconds East, a distance of 80.36 feet to a point for corner at the most southerly corner of said Pleasant Run Towne Crossing and being in the northwesterly right-of-way line of U.S. Highway 67;

THENCE South 41 degrees 12 minutes 01 seconds West, departing the West line of said Pleasant Run Towne Crossing and with the northwesterly right-of-way line of said U.S. Highway 67, a distance of 46.35 feet to a point for corner;

THENCE North 38 degrees 33 minutes 41 seconds West, leaving the northwesterly right-of-way line of said U.S. Highway 67 and along the northeasterly line of The Market at Cedar Hill, on addition to the City of Cedar Hill according to the plot thereof recorded in Volume 87029, Page 3284 (D.R.D.C.T.), a distance of 22.20 feet to a point for corner;

THENCE North 02 degrees 26 minutes 14 seconds East, with the northeasterly line of said The Market at Cedar Hill, a distance of 104.00 feet to a point for corner;

EXHIBIT A OF 7

ZONING DESCRIPTION
(continued)

THENCE North 10 degrees 37 minutes 39 seconds East, with the north line of said The Market at Cedar Hill, a distance of 28.82 feet to a point;

THENCE North 38 degrees 11 minutes 28 seconds East, a distance of 21.11 feet to a point for corner;

THENCE North 33 degrees 38 minutes 50 seconds West, a distance of 249.99 feet to a point for the beginning of a non-tangent curve to the left having a radius of 60.00;

THENCE along said curve to the left, on an arc distance of 33.50 feet, through a central angle of 31 degrees 59 minutes 37 seconds, and a chord bearing and distance of North 18 degrees 53 minutes 51 seconds West, 33.07 feet to a point for corner;

North 34 degrees 46 minutes 31 seconds West, a distance of 60.02 feet to a point for corner and the beginning of a non-tangent curve to the left having a radius of 60.00 feet;

THENCE along said curve to the left, on an arc distance of 28.62 feet, through a central angle of 27 degrees 19 minutes 50 seconds and a chord bearing and distance of North 48 degrees 29 minutes 17 seconds West, 28.35 feet to a point for corner;

THENCE North 33 degrees 35 minutes 25 seconds West, a distance of 34.03 feet to a point for corner for the northwest corner of said The Cedars of Creekside Residential Association;

THENCE North 45 degrees 37 minutes 05 seconds West, with the southerly line of said Cedars of Creekside and the North line of The Market Place at Cedar Hill, as recorded in Volume 91059, Page 13 (D.R.D.C.T.), a distance of 376.64 feet to a point for corner;

THENCE North 80 degrees 37 minutes 32 seconds West, with the South line of said Cedar of Creekside and the North line of said Market at Cedar Hill, a distance of 410.00 feet to a point for corner;

THENCE South 79 degrees 22 minutes 28 seconds West, with the South line of said Cedars of Creekside and the North line of said Market at Cedar Hill, a distance of 292.50 feet to a point for corner at the Southwest corner of said Cedars of Creekside and the Northwest corner of said Market at Cedar Hill and being in the East right-of-way line of said Clark Road;

THENCE North 00 degrees 36 minutes 55 seconds West, along the east right-of-way line of said Clark Road, a distance of 265.68 feet to a point for corner;

THENCE South 89 degrees 29 minutes 56 seconds West, departing the east right-of-way line of said Clark Road, a distance of 631.81 feet to a point for corner in the northeasterly right-of-way line of FM 1382 (variable width R.O.W.);

THENCE, along the northeasterly right-of-way line of said FM 1382 the following courses:

THENCE North 50 degrees 59 minutes 06 seconds West, a distance of 306.98 feet to a point for corner;

THENCE North 32 degrees 19 minutes 09 seconds West, a distance of 361.14 feet to a point for corner;

THENCE North 50 degrees 41 minutes 54 seconds West, a distance of 363.94 feet to a point for corner in the approximate centerline of Cedar Hill Road (60' R.O.W.);

THENCE North 35 degrees 17 minutes 24 seconds East, along the approximate centerline of said Cedar Hill Road, a distance of 782.80 feet to the POINT OF BEGINNING and containing 77.041 acres of land more or less.

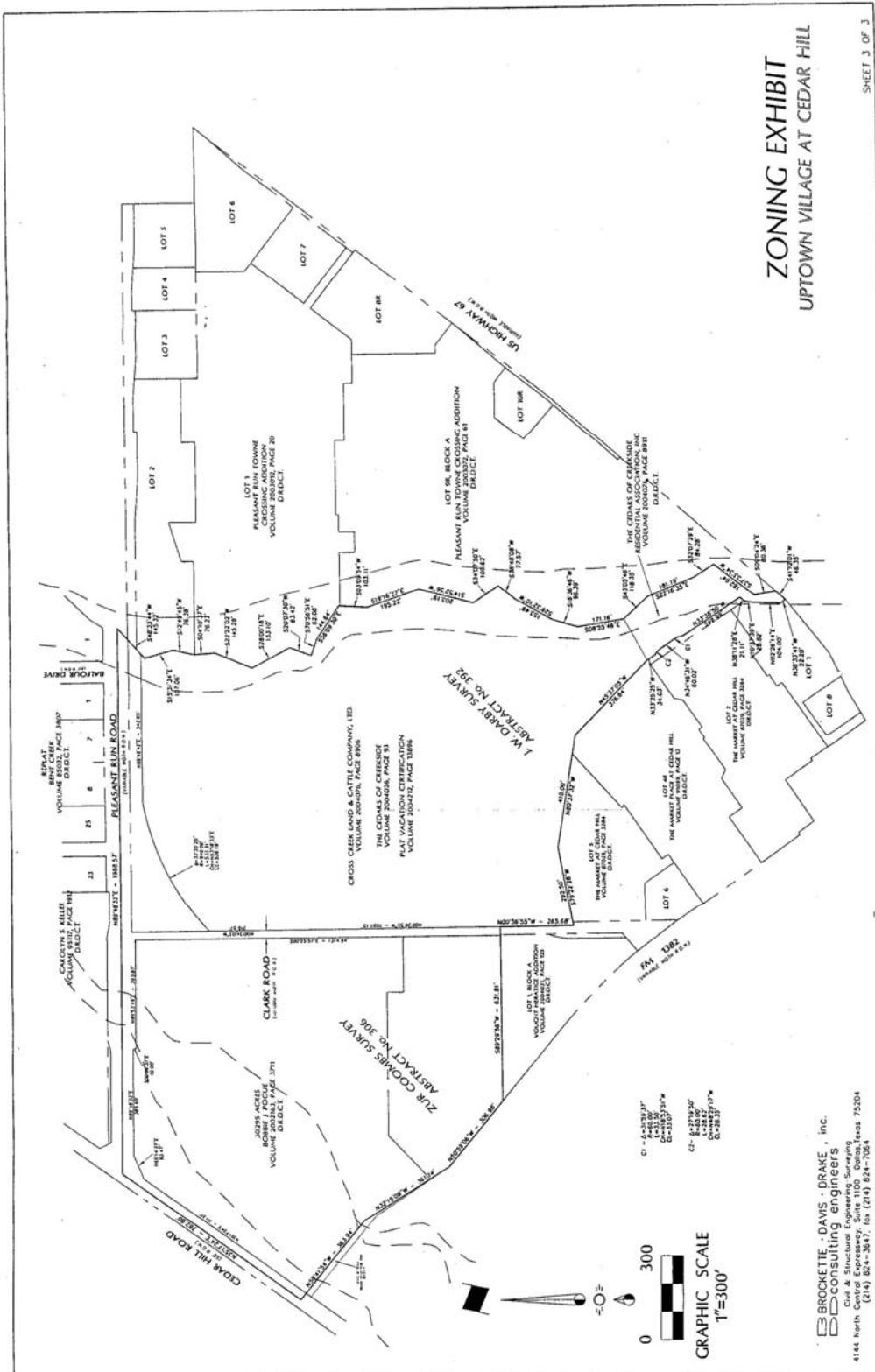


EXHIBIT B
Concept Plan

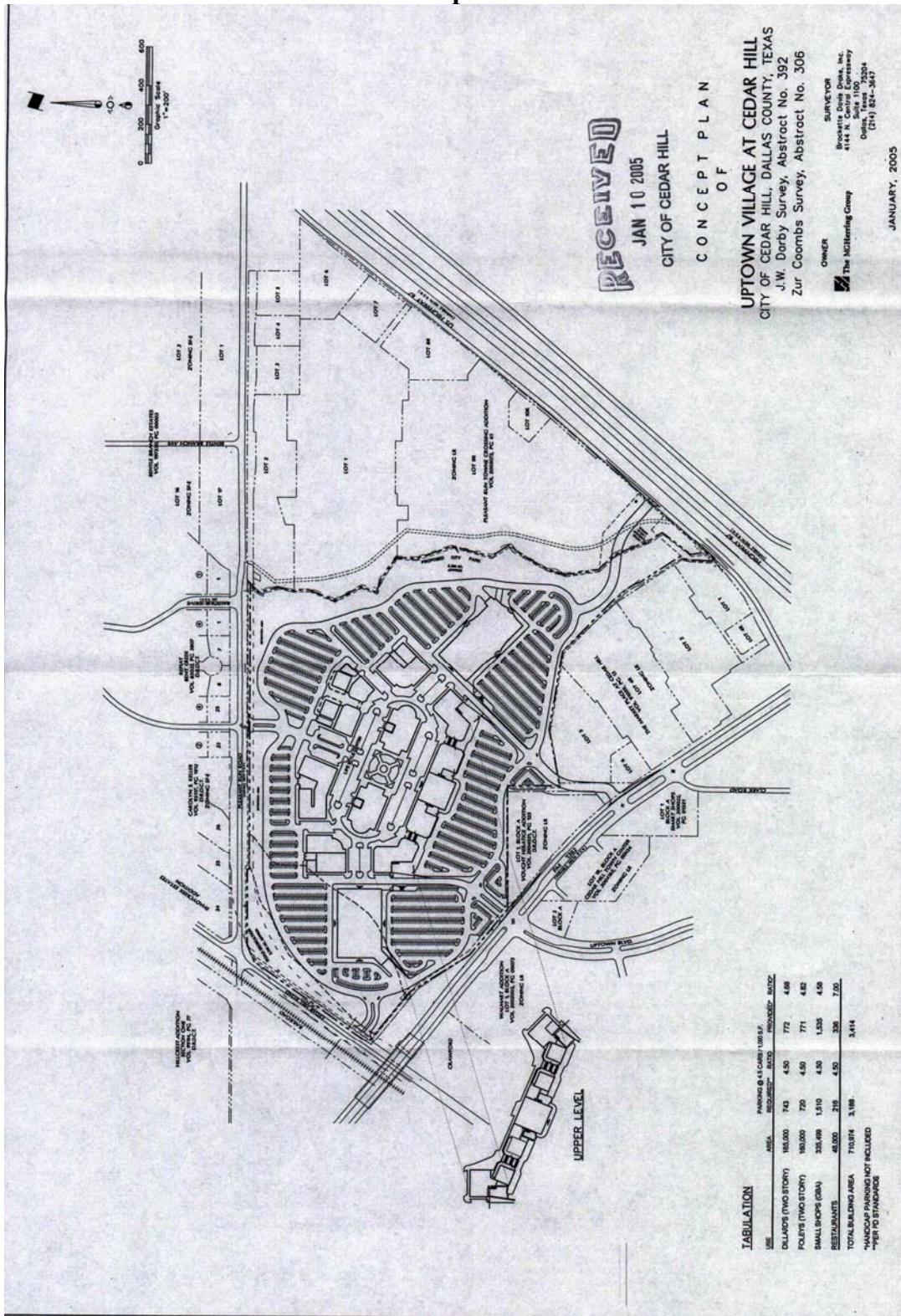


EXHIBIT B

Concept Plan



EXHIBIT C
UPTOWN VILLAGE AT CEDAR HILL
PD DEVELOPMENT STANDARDS

Purpose:

The Planned Development of Uptown Village at Cedar Hill is to provide an upscale lifestyle community shopping facility for retail sales of goods and services. The project does not include wholesaling or warehousing. The planned development is to be located between FM 1382 to the south, Cedar Hill Road to the west, and East Pleasant Run Drive to the north in the City of Cedar Hill, Texas. The project will require landscaping and buffering to compliment the existing neighborhoods. Structures will be limited in height and mass to be compatible with surrounding residential structures. If masonry screen walls are required where the development abuts a residentially zoned property, such as along the north side of Pleasant Run Road, such walls are to be designed and constructed as part of the Pleasant Run Road construction.

Uses:

Those businesses which are consistent or typical for retail malls and lifestyle centers.

Those uses listed for LR-Local Retail district in Section 4.1.2 (use charts) as “P” or “C: are authorized uses permitted by right or conditionally permitted uses, respectively...and include food vending kiosks. Conditional uses must be approved utilizing procedures set forth in section 3.20

Density:

Floor Area Ratio requirement (F.A.R.)	As required by the PD section of the zoning ordinance. Maximum shall be 1:1.
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Development Standards:

A. Lot Dimension Requirements

Minimum Lot Area	None
Minimum Lot Width	None
Minimum Lot Depth	None

B. Yard Requirements

Minimum Front Yard	20 Feet
Minimum Side Yard	None
Minimum Rear Yard	20 Feet

C. Open Space Requirements

20% of site to be dedicated as open space as defined in section 3.10.4. The land adjacent to the east branch of the Bente Creek, approximately 6 acres, is expected to be donated to the City of Cedar Hill for use as a city park or other public use and is included in the calculations for open space.

D. Utility Standards

All on-site utility lines to be buried.

E. Structure Standards:

Maximum Lot Coverage

None

Maximum Height

Two (2) stories. Parapets and decorative building features may be in addition to the 2-story height.

Exterior Architectural Materials

Comply with LR District standards of 100% masonry as defined in section 5.7. Alternate accent materials may be used but not exceeding 5% of the total project. Tenant storefronts shall be of any materials provided they comply with project "tenant design criteria manual". (copy enclosed)

F. Off-Street Parking

See Ordinance No. 2019-673 (attached to this document)

G. Minimum Landscaping Requirement

Approximately 6 acres of landscaping and existing trees within the east branch of Bente Creek to remain in its natural state, except where ingress and egress is needed for entry off of highway 67. Trees and

landscaping will be used to screen the perimeter of the site. A minimum of 20% of the street yard will be landscaped and meet the intent of section 5.2. Detention basins will be landscaped.

H. Screening Requirement

Standards as set forth in section 5.3. Loading areas and trash receptacles will be screened per City standards (minimum 6' high fence) using materials consistent with adjoining building. Trees and landscaping will be used to screen the perimeter of the site.

G. Lighting

Heights of light standards will be limited to 35' (exclusive of concrete base), and fitted with flat lenses that will direct light downward. Pedestrian lighting will be designed with domes or lids to regulate the light. Lighting shall be a minimum average of one foot candle maintained. Standards as set forth in section 5.6.

H. Signage

Standards as set forth in City Codes with the provision that variances can be obtained; however; signs located along Pleasant Run Road shall be limited to Monument Signs that do not exceed 8-feet in height.

I. Drainage

Drainage, retention and/or detention will be designed to accomplish a zero percent 0% increase in the rate of storm water run-off from the existing, undeveloped conditions. On-site and off-site detention may be used to achieve the zero percent increase. Existing east branch of Bentle Creek to remain in its natural state. The west branch of Bentle Creek will be enclosed with underground box culverts. Army Corps of Engineers permit 404 will be obtained for preservation or alteration to any wetlands or flood plains as well as the enclosing of the west branch of Bentle Creek.

END DEVELOPMENT STANDARDS

EXHIBIT D
Tenant Standards

TENANT DESIGN

**UPTOWN VILLAGE
AT CEDAR HILL
CEDAR HILL, TEXAS**

08/04rev11

5/02

CONSTRUCTION CRITERIA

UPTOWN VILLAGE AT CEDAR HILL – CEDAR HILL, TEXAS

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Storefront Criteria

Pre-designed facade

The design of Uptown Village at Cedar Hill incorporates a village theme. Certain feature buildings have been completely pre-designed by the Landlord's architect to reinforce this theme. **No modification is allowed to the façade of the pre-designed feature buildings.** These special buildings are noted on the Lease Outline Drawings sent to the Tenant. The Tenant must design the interior of the store to utilize the elements shown in the pre-designed façade.

Other facades are designed in a more traditional shopping center format where an open area is provided for the design of a unique Tenant storefront.

Traditional facade

The traditional shopping center storefront area is defined to be the area of a plane at the lease line from the finished floor to 12'-0" vertically above the finished floor and horizontally from the inside faces of the neutral columns at each side. Some exceptions may occur at specific buildings as shown on the Lease Outline Drawings. All of the storefront must occur at or behind the storefront plane except as allowed or required by the following criteria: Also, see the lease outline drawing details for neutral column details for each building.

To encourage variety and individuality, all storefronts shall incorporate items from the following list accordingly:

Facades without Landlord provided canopies or covered walkways shown on the lease outline drawings:

- Tenants without Landlord provided canopies or covered walkways shown on the lease outline drawings shall comply with two items selected by the Tenant from items A, B, C or D below in addition to items E, F & G.

Facades with Landlord provided canopies or covered walkways shown on the lease outline drawings:

- Tenants with Landlord provided canopies or covered walkways shown on the lease outline drawings shall comply with items E, F & G listed below:

A. Door/Door Covering/Canopy/Entrance Element:

- 1) Door may be behind the lease plane if sufficiently deep to provide covering for the door or doors.
- 2) Door covering may not:
 - a. Extend more than 4'-0" in front of lease plane when utilizing a canopy.
 - b. Extend lower than 7'-0" above finished floor.
 - c. Cover more square footage than linear footage of the front lease line,
 - d. Extend above the top of the storefront area except for ornamentation that may be above but not attached, connected or supported in any way by anything outside of the storefront.
- 3) Door covering must be constructed of permanent materials unless the covering design is part of a canopy design similar to window canopies.
- 4) An entrance element surrounding the door and incorporating the tenant signage will be allowed to project into the signage area. Such element shall not encompass a total plan area greater than 50% of the front lease line linear footage, with a maximum projection of 2'-0" beyond the lease line. (i.e. 40 lineal feet of Tenant lease front will allow 20 SF in plan area of projected display windows.) If projected display windows are used, the total combined area of projection of the entrance element and the display windows is limited to 50% of the front lease line linear footage.

B. Window Canopies:

- 1) May not extend continuously from neutral column to neutral column.
- 2) Must be totally within the storefront area and more than 7'-0" above the finished floor.

C. Projected Display Windows:

- 1) May be bow/bay/box individual display / highlight window.
- 2) May extend in front of the storefront plane a maximum of 24 inches.
- 3) May not be continuous along storefront or encompass a total plan area greater than 50% of the front lease line linear footage. (i.e. 40 lineal feet of Tenant lease front will allow 20 SF in plan area of projected display windows.) If a projected entrance element is used, the total combined area of projection of the display windows and the entry element is limited to 50% of the front lease line linear footage.
- 4) May not extend closer to floor than 16 inches above finished floor nor above to more than 12'-0" above finished floor.

D. Window Landscape Boxes:

- 1) Design must be integral with the total design.
- 2) Must be supported by the storefront structure and waterproofed. Construction must be of permanent materials such as stone, ceramics, bronze, GFRC or galvanized heavy gauge metal. No wood is allowed unless pressure treated to be moisture resistant and lined.
- 3) May be supported by the sidewalk in front of the lease plane if the planter is not attached to the storefront.
- 4) Must be maintained (planting, flowers, etc.) by the tenant.
- 5) May not extend more than 3'-0" in front of the lease plane.

E. Blade Sign: See sign section for specific criteria.

F. Entrance doors that are distinctive by design, materials, construction, finish, hardware, etc.

G. Distinctive lighting (for visibility and safety) at the tenant's entrance. NOTE: Tenant is solely responsible for the lighting of the storefront entrance.

Storefronts Requirements

All storefronts must:

A. Incorporate weather resistant materials such as:

- 1) Stained wood
- 2) Ornamental/detail molding such as GFRC
- 3) Natural stones such as:
 - Marble
 - Slate
 - Granite
 - Limestone
- 4) Cast stone (individual masonry units only).
- 5) Terra cotta or ceramic tiles.
- 6) Brick
- 7) Porcelain tiles

B. Incorporate tarnish resistant polished brass (or acceptable equivalent) on objects such as, but not limited to the following:

- 1) Signage
- 2) Letter trim
- 3) Detail of ornamental trim.

C. Storefront framing may be one or a combination of:

- 1) Anodized aluminum frames but only if additionally trimmed by items described in Section A above. Aluminum shall not be allowed in

typical mill finish or anodized clear/bronze finish. Factory painted aluminum may be allowed at the discretion of the Tenant Coordinator.

- 2) Butt joint (mullion less)
- 3) Residential character as implied by other criteria.

D. Shall have minimum 8" high base of impervious materials such as listed in item A.3 above.

E. When the door is recessed behind the lease line and/or part of the storefront are recessed behind the lease line; Tenant must provide the flooring material from the closure line to the lease line, such material shall be distinctive and in harmony with the finishes used on the storefront.

Special Design Element

The project architect has designed windows element above 12'-0" A.F.F. in some of the storefront areas on the building facade. Tenant is required to provide a gypsum board light box with a light inside and below the window unless the store design utilizes the window. The light must be accessible for maintenance from within the Tenant lease space. In some cases, the light box is provided by the Landlord because of structural conflicts. In these cases, the Tenant must also show the access panel to the light box on the reflected ceiling plan.

Storefront Restrictions

Storefront construction shall extend from the floor slab to the underside of the neutral band (see Tenant Storefront sections for height) and shall extend horizontally to the neutral piers at each side of the Demised Premises.

Storefronts shall be designed, fabricated and installed by the Tenant at Tenant's expense. The Tenant's storefront area shall include a minimum of 80% openings for glass or entrance area. All storefront glass must be tempered.

Storefront opening heights shall be no less than 8'-0" above finish floor.

Swinging doors shall not project beyond the Tenant lease line.

Thresholds shall maintain a flush elevation with the Landlord's sidewalks and any necessary recessing shall be installed in a manner that will not damage the sidewalk.

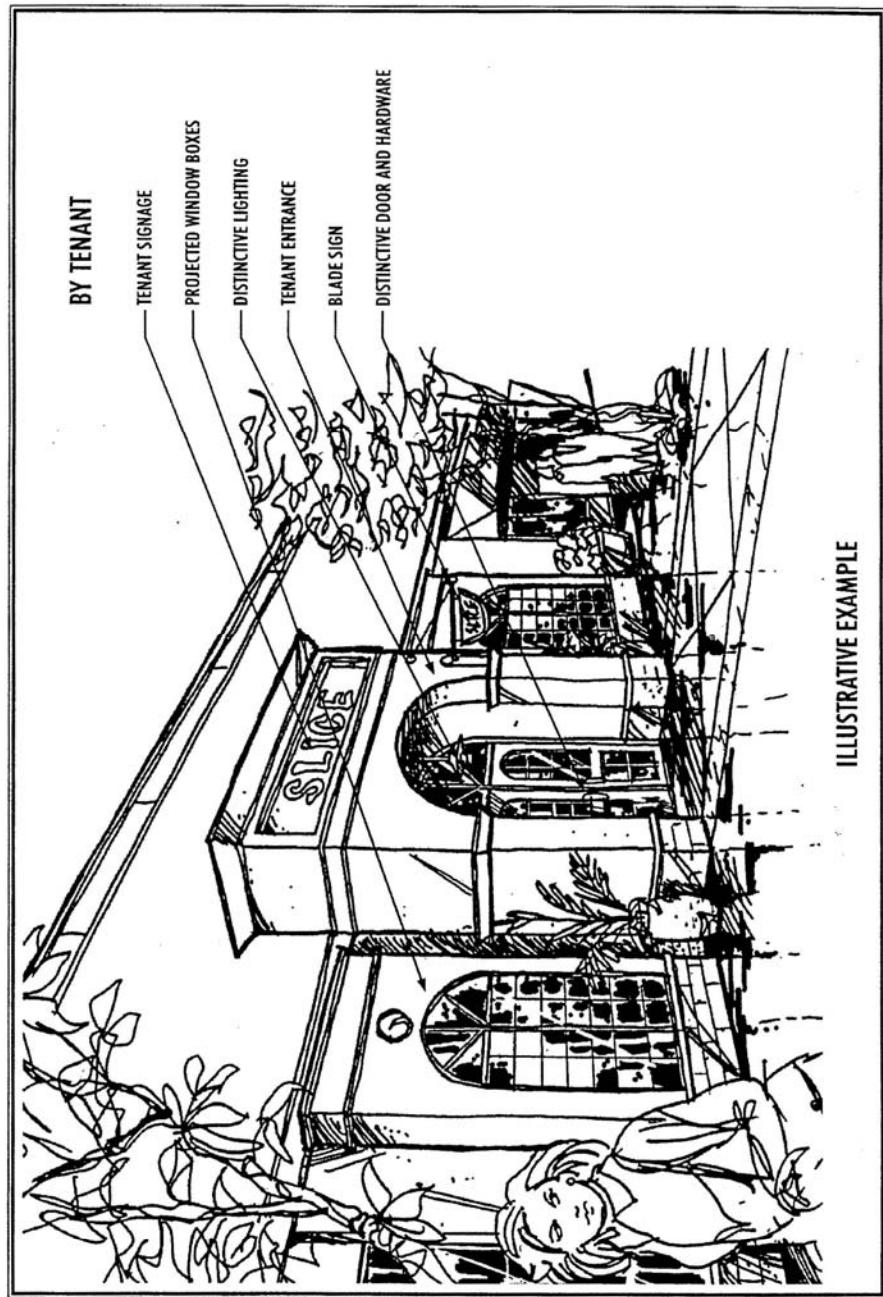
The following materials are prohibited on the storefronts:

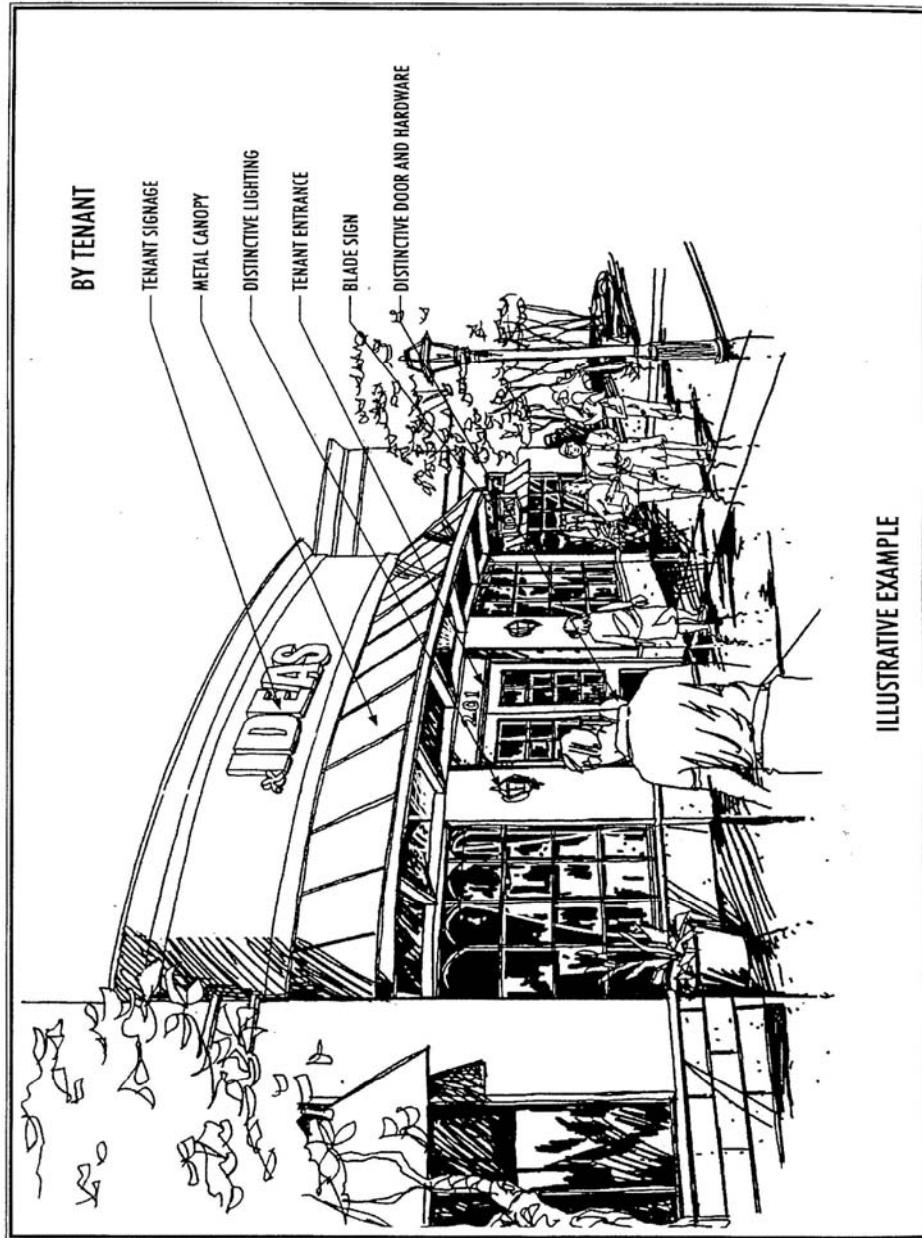
- Simulated versions of brick stone or wood.
- Plastic laminates or any derivative thereof.

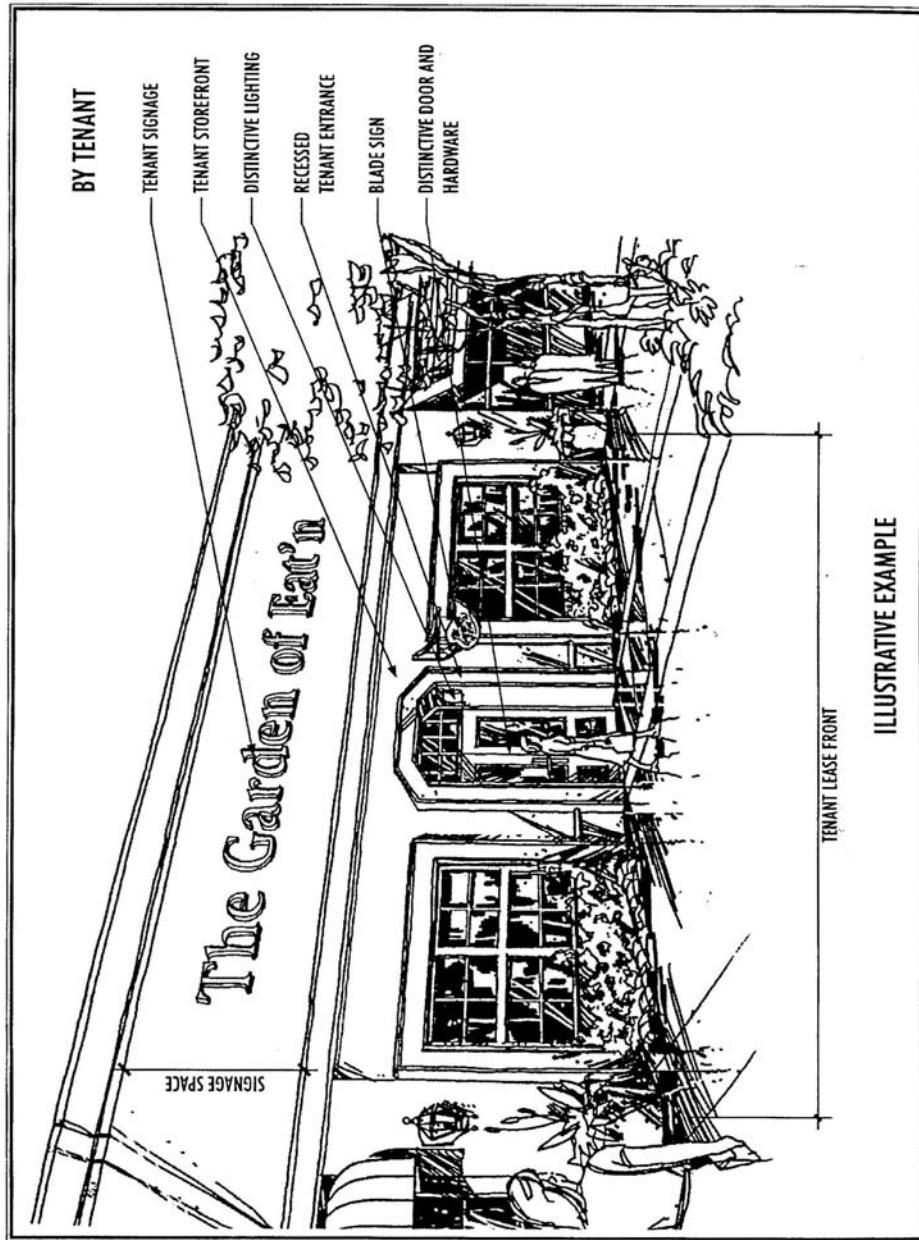
- Pegboard walls and pegboard fixturing systems.
- Vinyl wall covering or wall paper.
- Cork or cork tile.
- Painted gypsum board storefronts.
- Mirror
- Exterior insulation and finish system (EIFS)

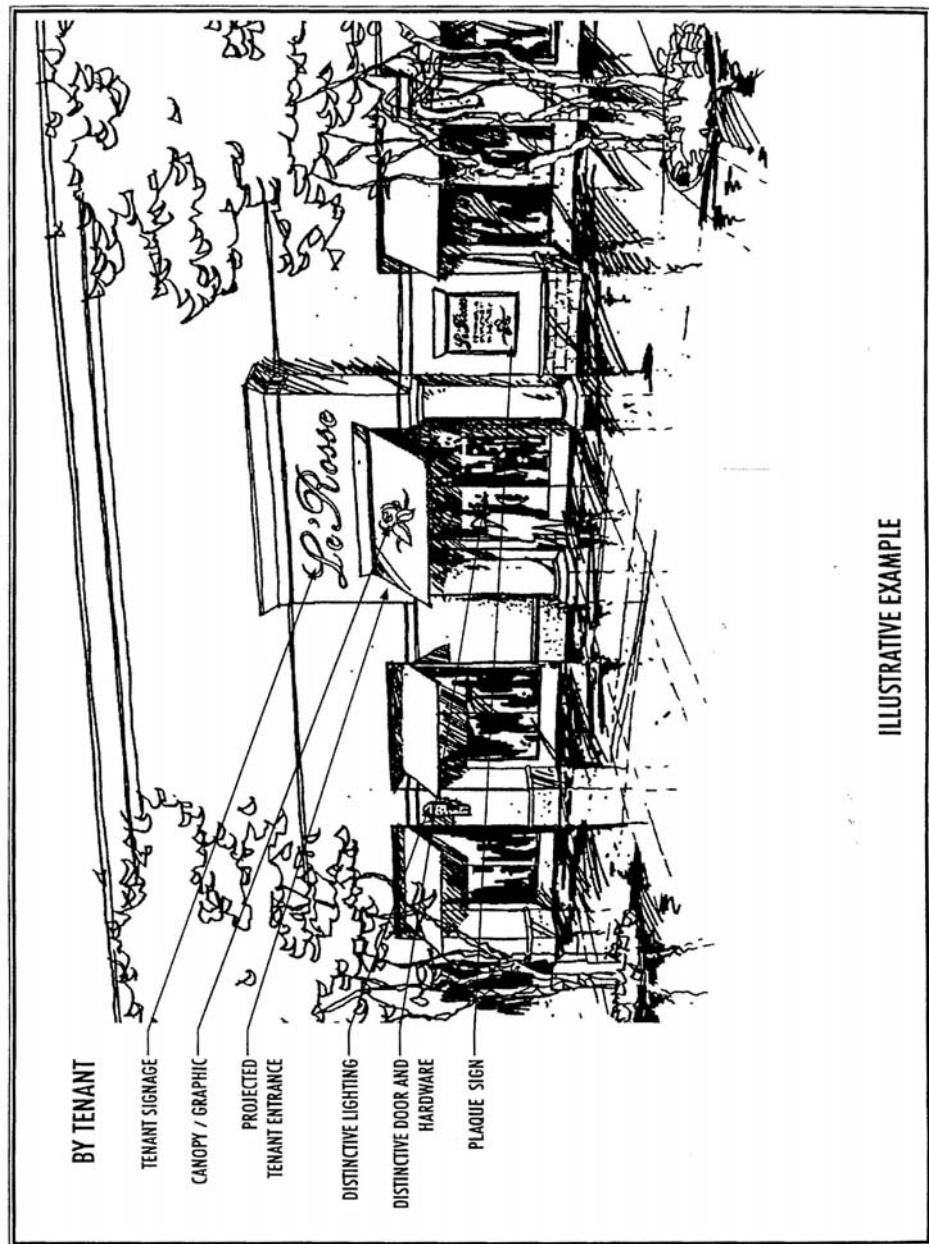
All Tenant storefronts shall be structurally independent. The Tenant storefront shall not be suspended from the Landlord's neutral band, bulkhead, roof structure, or attached to the metal roof deck. If support is required by building frame complete structural drawings are to be submitted with all structural design criteria, calculations, notes, etc. shown on drawings and sealed by a registered structural engineer. Any modification to the Landlord's structural system, including additions or alterations is not permitted without specific written approval.

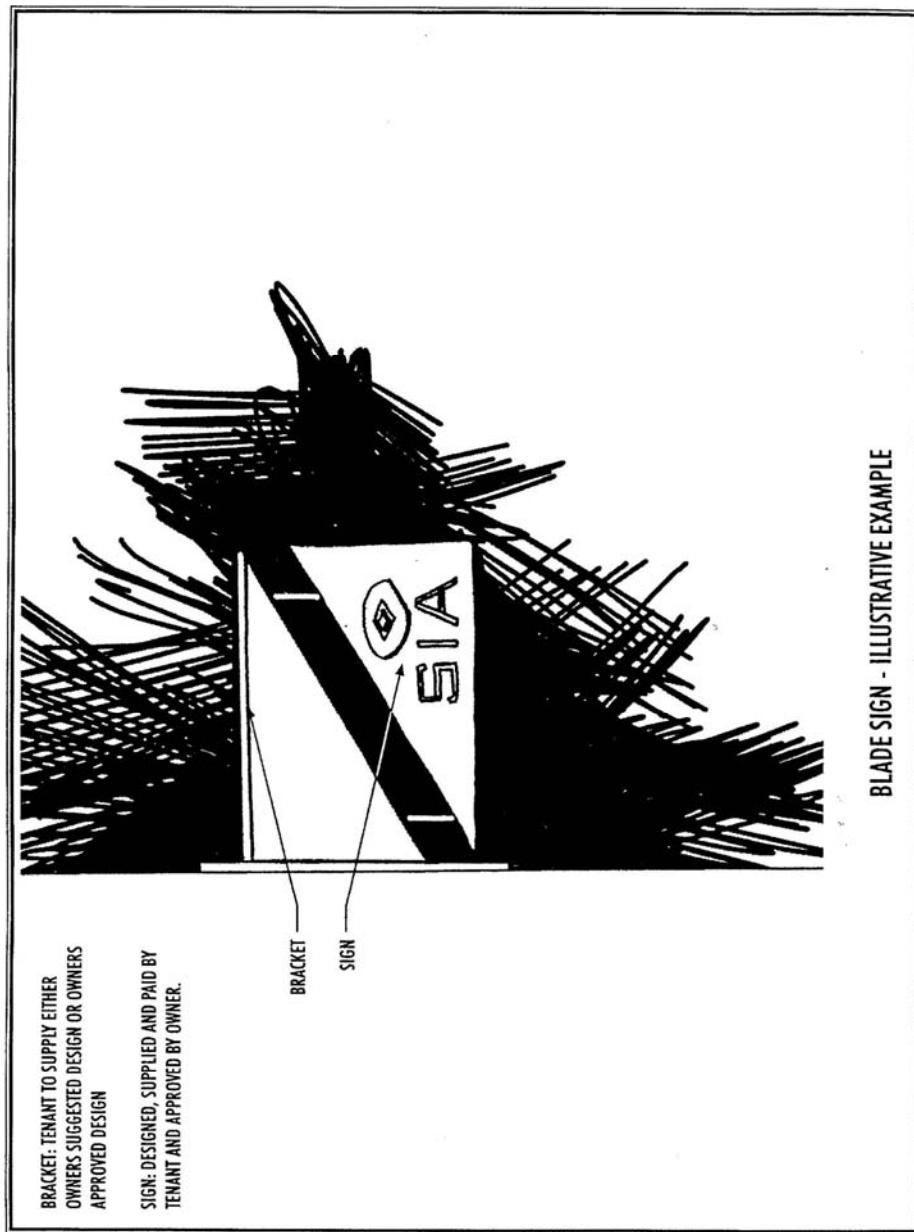
Storefronts shall be constructed of noncombustible materials as required by code. Where fire resistant treated materials are permitted, as approved by jurisdictional authorities, they also may be used.

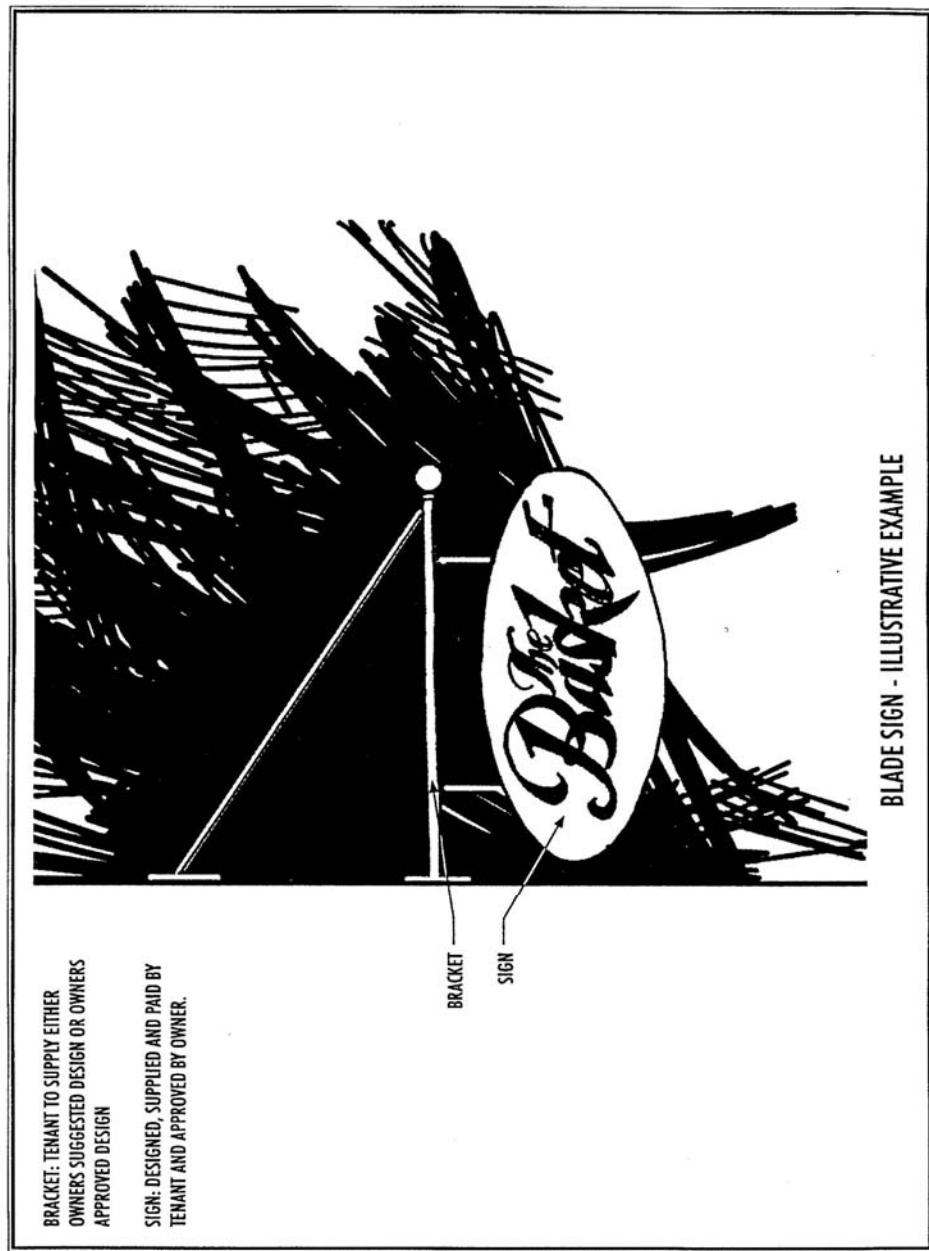


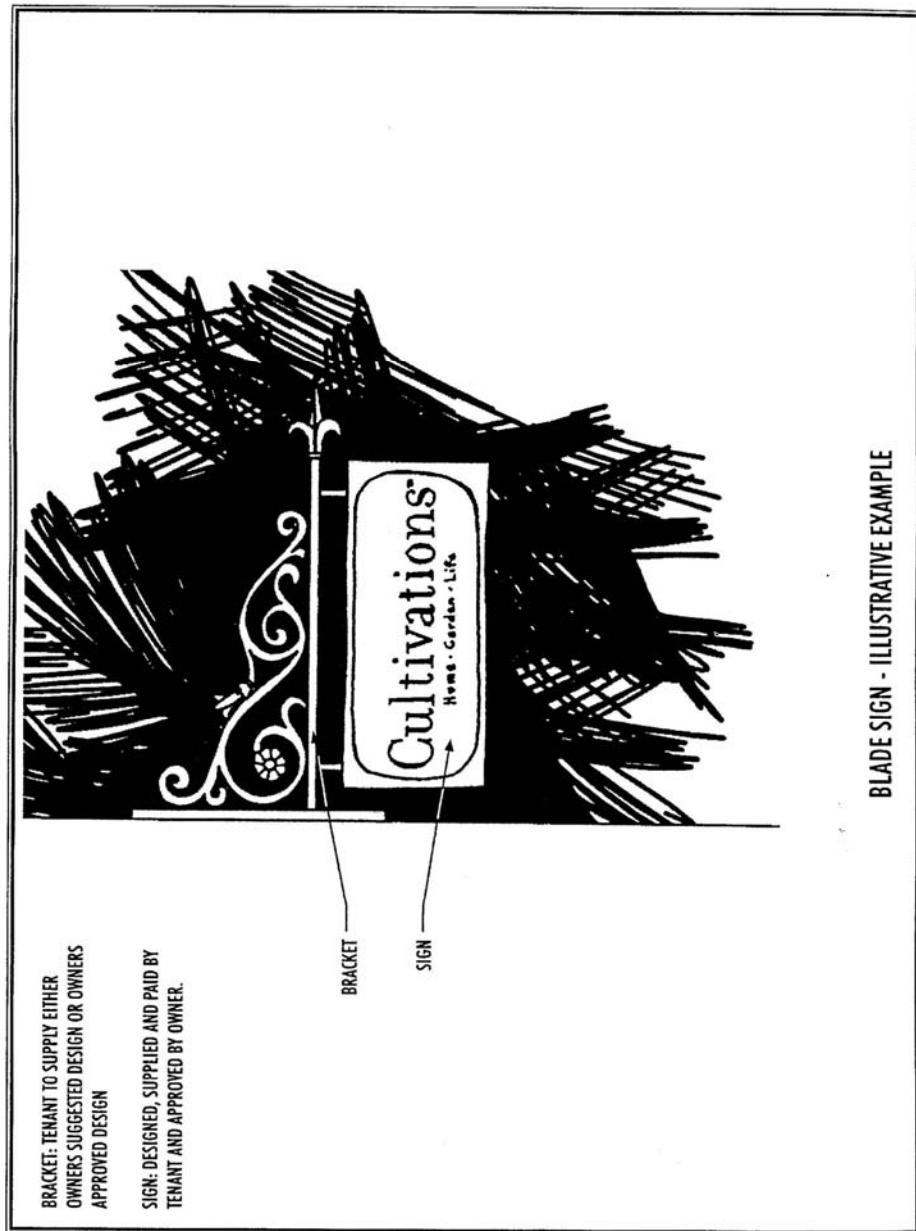












Store Interior Criteria

Interior Finish and Equipment Specifications

Floor Slabs

The Demised Premises may or may not contain a concrete floor slab. It is Tenant's responsibility to field-verify job conditions. The reuse of any existing floor finish is strictly prohibited. Tenant must provide access to any Landlord cleanouts that occur within the Demised Premises.

Tenant, at Tenant's sole cost and expense, shall provide the concrete floor slab in Tenant's Demised Premises. All slab on grade concrete shall be minimum 4" thick, 3,000 PSI 28-day reinforced with 6 x 6 # 10 wire mesh at mid-depth and shall include a six mil visqueen vapor retarder. A minimum 4" porous fill base of crushed stone or other material approved by the geotechnical engineer shall be provided by the Landlord. Prior to pouring slab, Tenant shall provide an EPA-Registered Termitecide soil treatment, in accordance with manufacturers recommendations, effective for not less than five (5) years against infestation of subterranean termites. Tenant shall saw cut construction joints 1" deep with maximum modular spacing of 25' x 25'. On new slab construction, it shall be the Tenant's responsibility to properly match the elevation of the sidewalk slab, or should there be a difference in elevations, the Tenant will be responsible for making the proper transition between elevations in a safe manner so as not to create any hazards. Tenant shall be responsible for confirming actual condition at Tenant's individual location, including any special requirements for slab construction.

Ceiling

Landlord will provide a minimum clearance of 12 feet in height from the assumed finish floor elevation to the bottom of joists, horizontal piping and other required Landlord utilities, unless otherwise shown on the lease outline drawing(s). No ceilings shall be below 9'-0". Open ceiling systems are subject to Landlord's approval. Ceilings must comply with all codes, ordinances, and governing authorities.

Landlord's structure is designed for support of a typical lay-in type ceiling system. Any ceiling system deviation must be reviewed by Landlord's structural engineer and approved in writing by the Landlord.

Tenant shall attach its ceiling wires to the structural members only. Attachment to the roof deck is strictly prohibited.

Should the Tenant elect to install a gypsum board ceiling or other inaccessible type ceiling system, the Tenant shall install, at Tenant's sole cost and expense, an access panel

so that all Tenant and project equipment, utilities, dampers, etc. are accessible and serviceable.

The project architect has designed windows element above 12'-0" A.F.F. in some of the storefront areas on the building facade. Tenant is required to provide a gypsum board light box with a light inside and below the window unless the store ceiling design incorporates the window into the design; in few cases the light box is already provided by the Landlord because of structural conflicts. Anyhow the light must be accessible for maintenance from within the Tenant lease space and the Tenant must also show the access panel to the light box on the reflected ceiling plan. Also tenant is responsible to provide any catwalks ladders or any structure required to maintain such light boxes.

Tenant shall under no circumstance place or allow exposed wood framing or blocking above the finished ceiling. All ceiling material must comply with the building codes, fire protection codes and requirements of the National Board of Fire Underwriters and be approved by the Landlord.

Exterior Walls

In previously unleased space the exterior metal stud and EIFS walls or CMU (Concrete Masonry Units) walls of the shell construction will be left exposed inside the Tenant area. These walls will be finished by Tenant at Tenant's expense as approved by the Landlord and will include the furnishing and installation of R-19 Fiberglass® insulation batts or equivalent or rigid insulation from floor to roof deck by the Tenant. Tenant shall not penetrate exterior walls without Landlord's prior consent.

The rear side of the storefront/bulkhead wall located between and above the neutral piers shall be insulated and covered with one layer of air tight 5/8" Fire Code® gyp board or equivalent by the Tenant up to the roof deck construction and shall conform to UL® #465.

It is Tenant's responsibility to ensure that the Demised Premises has adequate fireproofing, to include, but not limited to, fire separation from floor to deck of all demising walls. All columns, all steel, and all deck material are to have adequate fire protection.

Interior Walls

The dividing line between Tenant spaces may or may not coincide with column centerlines. Tenants are responsible for erecting demising partitions that prevent the passage of undesirable odors and noises from the Demised Premises to adjoining tenants.

Landlord shall install 25 gauge, 6" metal studs at 16" on center for the Demised Space perimeter side and rear walls where other Tenants are adjacent. Tenant shall install 5/8" fire code UL® listed gypsum board from floor to deck on the Tenant's side of the wall. Walls shall be sealed tight with fire safing insulation and fire sealant as required to meet code requirements.

Tenant shall install all interior walls. Interior wall construction shall be metal studs with 5/8" fire code UL® listed gypsum board. Tenant shall install inside finish at all columns within the demised area. Tenant shall not erect concrete block walls within the Demised Premises unless the Landlord approves the installation in writing.

Tenant shall provide bracing and studs as necessary to support wall-mounted fixtures. Cracks, joints, and openings are to be filled with appropriate fire resistant materials.

Toilet room walls shall have water-resistant gypsum board in addition to the required impermeable finishes.

Tenants who produce excessive noises and vibrations (i.e., music stores, television stores, pet shops, amusement center, etc.) shall install sound insulation in the demising walls to achieve a minimum STC rating of 50 or greater.

Exit Doors (exterior)

Landlord will furnish and install a 3'-0" x 7'-0" exit door (with temporary hardware) where required by codes or governing authorities as shown on the lease outline drawing. Tenant will provide all permanent locksets, panic devices, deadbolts, peepholes, security devices, etc. Doors are not furnished on Demised Premises that do not require a second exit door as a fire exit.

Exit Doors (interior)

Tenant shall furnish and install a 3'-0" x 7'-0" 60-minute fire-rated hollow metal exit door and hollow metal frame with a 2" header in the wall connecting the Demised Premises to any adjoining corridor(s) where required by codes or governing authorities. The door shall be recessed and installed to swing in an outward direction toward the service corridor and the direction of travel to an exit.

Heating, Ventilating, and Air Conditioning (HVAC)

Heating, ventilating, and air conditioning may or may not exist for the Demised Premises because some tenant areas are within new construction and some of the areas may have been previously occupied. A complete inspection of the premises should be made prior to design commencement. Landlord does not warrant the availability or the continuance of any utility services.

Tenant, at Tenant's sole cost and expense, shall provide and install a complete HVAC system in the Demised Premises, all in accordance with provisions of the lease. The Tenant shall design and install all work and systems related to the HVAC unit so the system is complete and functional in every respect including, but not limited to the air distribution system, the power wiring system, the condensate disposal system, the heating system and the ventilation system. The design and installation shall be in strict compliance with the manufacturer's installation requirements. The Landlord shall have the authority to reject any equipment or faulty, improper or non-workman like installation. All improper installations shall be corrected at the Tenant's sole cost and expense.

The Landlord specifically disallows the use of pipe rollers or similar devices, which are potentially damaging to the roofing materials or to the building structure, for moving HVAC units across the roof surface.

Where roof mounted equipment is used, structural framing is required when any of the following conditions occur:

- The largest roof opening dimensions exceeds 12".
- The combined weight of the curb and equipment exceeds 100 lbs.

All such roof opening frames are to be installed at the sole cost and expense of the Tenant and with the approval of the Landlord's engineer who shall be advised concerning the weight and size of all such equipment.

Please note that Landlord provides a mechanical unit zone for the Tenant provided roof mounted HVAC units, shown on both the architectural and structural drawings. Such mechanical unit zone is designed for a maximum of 2000 lbs when a HVAC unit is supported by a minimum of two bar joists. No joist shall support more than one side of a any mechanical unit.

All roof cuts and curb flashings will be performed by the Landlord's roofing contractor at the Tenant's sole cost and expense.

All HVAC components must be located within or directly above the Tenant's Demised Premises and located as to provide ease of removal or maintenance. Tenant shall provide adequate access panels dictated by good design as may additionally be required by Landlord.

Tenant's piping will be in strict accordance with ASTM and ASA standards.

Tenant must satisfy any fresh air requirements currently in force.

Thermostatic control must be provided for each of the Tenant's HVAC units during operation. The Tenant's HVAC control system shall be designed for continuous fan operation during occupied hours. The Thermostat shall not be

equipped with a fan "on-auto" switch that would permit intermittent fan operation, but shall have a "heat-off-cool" system switch only. Control devices must be installed for winter freeze protection of the Demised Premises during non-operating hours.

Tenants shall maintain a minimum of 55, F temperature within the Tenant's Demised Premises during winter months. Should the Tenant require any control devices such as time clocks, night set-back thermostats, mark time switches, etc. to perform this function automatically, the Landlord strongly recommends that the Tenant negotiate directly with a HVAC contractor for the installation or retain the services of a qualified control company for the installation

The Landlord strongly recommends that each Tenant retain the services of a qualified heating and air conditioning service company to perform routine preventive maintenance on the rooftop air conditioning units and equipment. Failure to maintain the units as recommended by the equipment manufacturer may void the Tenant's HVAC contractor's warranty.

All power and control wiring, condensate drains, etc., shall be routed through the roof curb opening and not through pitch pans. Any penetration of the condensate pan is not acceptable.

It is Tenant's responsibility to inspect the premises and remove all abandoned rooftop equipment located above the Demised Premises. Roof must be repaired to Landlord's satisfaction, using Landlord's roofer, at Tenant's expense.

Exhaust Fans

Any odors emanating from Tenant's business must be mechanically vented to the exterior of the building to prevent odors from fowling the ambient air in adjacent premises.

A complete exhaust system from any tenant area that, in Landlord's opinion may emit odors, must be by the Tenant.

Maximum exhaust air shall be based on codes and special requirements of Tenant. Food or other odors from kitchen, dining rooms and cafeteria must be exhausted to the atmosphere through a Tenant furnished and installed exhaust system equipped with a high velocity vertical air discharge exhaust fan equal to Penn Ventilator Co. Fume X. The manufactured fan unit shall be modified by the addition of a fabricated venturi type duct adapter to assure a discharge velocity of 2,000 F.P.M. The specified exhaust fan housing must contain a drainage area at the bottom of the unit and must be designed and installed with a separate residue trough that is equipped to be easily cleaned periodically by Tenant.

Tenants that cook on premises must control rooftop grease by installing a grease capturing system that utilizes disposable filters around the exhaust fan for the kitchen hood. The Tenant must use the "Grease Guard" grease containment system by Facilitec Corp. The system specified must be manufactured, sized, engineered, installed and maintained per Facilitec Corp. specifications. Information about this item is available from Facilitec Corp. (1 800 284 8273) or on the internet at (www.facilitec-corp.com). **Tenant stores with cooking on premises will not be permitted to open without the grease containment system installed and in operation.** The location of the exhaust fan shall be such as to avoid contaminating air intakes to other tenants and must be specifically approved in writing by Landlord. In general, the location of the exhaust fan shall not be installed closer than 15'-0" to any outside air intake. Tenant's plans and specifications shall clearly define the exhaust equipment to be furnished and installed by Tenant at Tenant's expense. Landlord shall approve final equipment selection and details for the separate residue trough in writing, before equipment is installed.

Tenant's HVAC Contractor shall provide toilet exhaust fan/light combination units with a back draft damper.

Water and Sanitary Sewer Service

All water and sewer systems within the Demised Premises shall be installed by Tenant. Landlord will provide a sanitary sewer line below grade within each tenant space (no stub-up will be provided). The location of this line within each space may vary. The Tenant will be provided with the general location of the line. Tenant shall be responsible for completing all additional plumbing from Landlord's service locations into and throughout the Demised Premises including provisions for condensate disposal. All sanitary sewer and waste piping shall be hub and spigot DWV cast iron below grade and no hub cast iron above ground. DWV schedule 40 PVC piping may be substituted if permitted by code below ground, and no hub above ground.

Every Tenant shall install at least one handicapped accessible toilet room to adhere to all governing codes, plus meet or exceed all ADA accessibility standards.

Individual 3/4" water stub shall be provided by Landlord. Landlord may, at its election, install a water meter. The water meter shall be located either in the service corridor, in an outside meter box or within Tenant's Demised Premises, as determined by Landlord.

Tenant shall pay to Landlord its proportionate share of the initial water and sewer availability and impact fees.

All Food Service Tenants must provide grease interceptors.

Restaurant Tenants must provide a grease interceptor sized to fit its needs (1000 gal. minimum) at Tenant's sole cost and expense. The location of the grease interceptor shall be approved in writing by Landlord prior to installation.

Natural Gas Service

Natural gas services have been extended to the individual buildings and will be available for restaurant use only at designated locations. The Tenant must arrange with the local gas company for meter installation. Tenant's plumber will be responsible for routing the gas line from meter bank at service court to Tenant's space. Tenant shall coordinate routing of gas line with Tenant Coordinator.

Electrical Service

Electrical conduit for the Tenant electrical service is stubbed into the Demised Premises by the Landlord from the Landlord provided electrical distribution room. The meter base in the electrical distribution room will be installed for the Tenant. Landlord does not warrant the availability or the continuance of any utility services.

Electrical service available to Tenant's space shall be 277/480 volts, three phase, four wire, for Tenant's combined power and lighting requirements. Tenant shall install all electrical service, including, but not limited to a fused disconnect switch and conductors in the Landlord provided empty conduit(s) from Landlord's central switching location to a point within the Demised Premises. To insure compatibility of equipment, Landlord will provide the fused disconnect located between the meter base and the Demised Premises; and Tenant will reimburse the Landlord for the cost (actual cost without any fee) of the fused disconnect. The Landlord will have this equipment available for the Tenant's electrical contractor to install at the time of construction commencement.

For safety, the utility company requires only the 200 amp services to have a non-fused disconnect before the meter. This non-fused disconnect is provided by the Landlord at no cost to the Tenant. This non-fused disconnect is not required for larger services.

The size of the said Tenant conductors shall be based on the combined lighting and power electric loads, plus voltage drop. Landlord service conduit(s) shall be sized based on the following:

- General Retail – 20 watts per sq. ft., but minimum 100 amps
- Food service other than restaurants – 100 watts per sq. ft., but minimum 200 amps
- Restaurant – 45 watts per sq. ft., but minimum 400 amps

The electrical billing shall be based on metered consumption and shall be billed to Tenant by the local utility company.

All electrical work shall meet or exceed the latest requirements of all national, state, county, municipal, and other authorities exercising jurisdiction over the construction work of the Demised Premises.

Plans and specifications shall include plan layout drawings, riser diagrams, circuit breaker panel schedules, electrical load calculations, and a tabulated electrical load summary. All circuits shall be properly identified on all panels. All electric panel directories shall be typewritten.

Electrical Contractor shall verify feeder and branch circuit sizes for all equipment before installation. Any feeder or circuit installed before verification shall be the responsibility of the electrical contractor.

Wires #10 and #12 shall be solid copper. Wires #8 and larger shall be stranded. Smaller than #12 will not be accepted. Wire insulation shall comply with the following:

Feeders:	Type THHN/THWN/XHHW
Branch Circuits:	Type THHN/THWN
Fluorescent Fixture Channels:	Type XHWN/THHN

All conduits shall be installed concealed. Exposed conduit of any kind is strictly prohibited.

Dry type transformers shall be installed for all 120/208-volt requirements. Transformers shall be floor mounted or may be suspended in exposed construction areas within the Demised Premises if approved by Landlord. Submit weights and calculations for Landlord approval. Panel boards shall be designed for 25% excess capacity, based on connected load, and must provide 20% spare breaker space.

All convenience outlets shall be 20 amp, 120-volt duplex Leviton series 5342 grounding type NEMA 5-20R configuration or equal series, by Sierra or Hubbell. Wall switches shall be 20 amp, 120/277 volt rating. Use Leviton series 1221 through 1224 or equal series by Sierra or Hubbell.

Lighting

Storefronts that are recessed must include recessed lights in the soffit area, both inside and outside the closure line. Fixtures must provide baffled, glare-free light.

Colored incandescent lighting, fully exposed lamps, and excessively bright lights are not permitted.

All fluorescent, incandescent or H.I.D. light fixtures in sales area must be recessed, except for track lights. Fluorescent fixtures must have eggcrate or parabolic lenses.

All lamps must be the same color. **Acrylic prismatic lenses are not allowed.** Bare fluorescent or incandescent lamps are not allowed in sales area. Florescent fixtures are prohibited in the first 8' - 0" of the Demised Premises. Connections to all devices must be concealed.

All showcases and display windows must be adequately lighted and ventilated.

Direct visual exposure of lamps in showcases or display windows is prohibited.

The project architect has designed windows element above 12'-0" A.F.F. in some of the storefront areas on the building facade. Tenant is required to provide a gypsum board light box with a light inside the box (unless the store ceiling design incorporates the window into the design). Anyhow Tenant must attach such light fixtures into the electrical load on his panels.

Back-up battery type emergency lighting must harmonize with interior finish.

Emergency Lighting

Each Tenant shall provide emergency lighting In accordance with all applicable codes in sales area and stockrooms leading to emergency exits. All such lights should be clearly marked on Tenant's electrical plans.

Telephone Service

The Landlord will arrange with the telephone company servicing the entire Shopping Center to install telephone service to the telephone equipment rooms located as determined by the Landlord. Telephone utilities are provided as existing and may or may not be stubbed into the Demised Premises. Landlord does not warrant the availability or the continuance of any utility services. Landlord has provided a conduit for the purpose of routing necessary telephone cable from telephone equipment room to Tenants Demised Premises. The telephone company requires each tenant to provide the following within each tenant space:

- A 4' X 4' X 3/4" plywood backboard painted with two coats of non-conductive, fire-retardant paint;
- Two 120-volt dual duplex convenience outlets installed at each backboard;
- An approved ground from main power source. A #6 insulated (jacketed) stranded (green) ground wire will be sufficient.

Tenant shall procure telephone service for the Demised Premises from said service point into the Demised Premises, furnish and install all telephone equipment, wiring, outlet boxes, and shall make all necessary arrangements directly with the local telephone company for service. Any and all cost for the installation or service shall be borne by Tenant

See "Project Directory" for telephone service contact.

Fire Protection & Sprinklers

Landlord shall provide a fire protection sprinkler line into the Demised Premises. Tenant shall complete all distribution and appurtenances within the Demised Premises at Tenant's sole cost and expense. Tenant's fire sprinkler contractor shall make his connection to the landlord's fire main by providing and installing victaulic connections. Landlord does not warrant the availability or the continuance of any utility services.

Landlord reserves the right to place risers, valves, controls, etc., in Tenant's Demised Premises.

If sprinkler system is existing, Tenant shall, at Tenant's expense, modify the existing system, fire hose cabinet, and other equipment as required. Said modification shall conform to Landlord's insurance underwriter's and code requirements.

All work performed shall be by a licensed sprinkler contractor. Plans and specifications for sprinkler work, issued by Tenant's fire protection contractor, shall be submitted to Landlord for written approval.

Tenant is responsible for providing adequate freeze protection to sprinkler pipes, including main lines within the Demised Premises.

Sprinkler heads must be semi-recessed mounted heads.

Shutdown of Shopping Center sprinkler systems must be scheduled with the Shopping Center Management office at least forty-eight (48) hours in advance. Tenant's Contractor prior to the time of the shutdown will pay a charge of \$200.00 for each shutdown.

Tenant shall furnish and install fire extinguishers and equipment in accordance with the following requirements:

- Fire extinguishers must be provided within the Demised Premises to comply with the local fire code and the specific instructions of building or fire department personnel. (See Standard Fire Prevention Code #603.3.) Installations shall be in compliance with NFPA #10 for location, travel and type of extinguisher.
- Class 2A:10B-C, five-pound capacity, portable fire extinguishers for each 2,500 square feet of floor space or increment thereof.
- Extinguishers shall be provided at a travel distance not to exceed 75 linear feet.
- Installation shall be per current N.F.P.A. Pamphlet #10. This includes provisions that extinguishers shall be in full view, with easy access, and clearly marked.
- Fire protection for cooking equipment shall be in strict accordance with Landlord's insurance underwriter's current requirements; Local, State, and

National Codes; and current N.F.P.A.-13 requirements, as periodically updated.

Tenant may be required to install automatic smoke detectors as part of the fire protection system to comply with requirements by the Building and Fire Department authorities and Landlord's insurance underwriters.

Antennas/Satellite Dishes

Individual satellite dishes are not allowed without prior written approval from Landlord.

Music System

Landlord may provide, outside the Demised Premises, a master low-level combination background music and public address system, with provisions for the playing of selected music and for paging.

Miscellaneous Tenant Requirements

Dressing rooms must be well ventilated and individually lit. Dressing room walls must go to the floor.

Landlord's approval of final drawings does not guarantee approval by governing authorities. It is the responsibility of Tenant to comply with all governing code requirements. Plan check fees, building permits, sewer connection charges and other city, county, and state charges shall be at Tenant's expense.

When Landlord approved drawings are in conflict with the Tenant Design & Construction Criteria or the Lease Document, the provisions of the Tenant Design and Construction Criteria and the Lease Document will prevail.

Landlord, its agents, or authorized utility companies, shall have the right to locate or relocate, either horizontally or vertically, utility lines, air ducts, flues, refrigerant lines, drains, sprinkler mains, and valves and other facilities, including access panels for same, within the Demised Premises, as deemed necessary by such agent, contractor, or utility company by design or code requirements. Landlord's right to locate such facilities within the Demised Premises shall include facilities required by other Tenants.

Sign Criteria

Purpose

The purpose of the Store Sign Criteria is to promote consistent, high quality signage, while allowing the Tenant freedom to create unique, unusual graphics, which are consistent with the overall store design. The design of all signage and graphics is subject to prior written approval by Landlord. Conformance is strictly enforced, and non-conforming, uninteresting, or inappropriate signage will be rejected. Note that it is the Tenant's responsibility to obtain approval by the City of Cedar Hill, Texas and to insure compliance with local codes and ordinances.

Location and Size of Signs

The signage package consists of the following elements:

Main Storefront Sign:

Tenant is to provide one (1) sign per building front elevation. The sign is limited to the trading name of the Tenant or descriptive phrase or word such as "Law Office" or "Dry Cleaners." No advertising copy, slogans or tag lines are permitted (i.e., "Shoes for the Whole Family"). Tenant may also incorporate with Landlord's approval, logos or names on both glass areas and awnings. These logos or names will not be considered as part of the signage noted above.

Exception: Tenants choosing to place a graphics logo only on the sign band may do so if the logo does not exceed 68" high or 102" wide. If this option is exercised, the Tenant may place one sign at, on or near an entrance canopy if the canopy is constructed of permanent materials and the sign described does not exceed 30" high and 120" long and meets all of the other general requirements.

Other Storefront Signs:

Address:

All tenants shall provide the address number of the store above or on the entrance doors or on another approved location. The address number shall be provided by Landlord to identify the premises. Such number design and location is at the Tenant's discretion, but must be installed in accordance with postal regulations. The Landlord encourages innovation of design and sophistication of materials (i.e. polished brass, etc.).

Canopy Graphics:

Additionally, graphics such as logos, crests, letters, etc. may be placed on the entrance canopy or window canopies.

Menu Board Signs:

Illuminated menu board signs displaying the daily menu for restaurants and food establishments with prices must be installed on the storefront or installed permanently as a free standing sign in the common area if within five (5) feet of the entrance.

Blade Sign:

Each Tenant is required to provide a minimum of one per elevation with maximum of two per Tenant. Blade signage is to provide simple straightforward Tenant identification to pedestrians. The sign must have the Tenant's name and may include a logo or appropriate symbol emphasizing the Tenant's function or business. No blade sign may be internally illuminated but illumination from appropriate adjacent luminaries will be considered and encouraged.

- 1) Must be mounted within the Tenant storefront area, a minimum of 3'-0" from neutral piers. Must extend perpendicular to storefront plane but no more than 4'-0" from the surface to which it is mounted nor more than 6'-0" total in front of the Tenant lease line.
- 2) May not extend below 7'-0" above finished floor at the lowest point.
- 3) Face area may not exceed 16 SF not including area of bracket.
- 4) More than one blade sign is permissible but the total face area may not exceed 24 SF for two signs.
- 5) The shape should be characteristic of the merchandise sold. May not be a simple rectangle or square, unless the shape is part of a generally recognized logo or design for the store in other locations.
- 6) The blade must be attached to either a bracket of the Landlord's design as specified or a bracket designed by the tenant with land lord's approval. The bracket, mounting and installation are by tenant with Landlord's approval.
- 7) The thickness of the blade sign shall be a minimum of 1-1 /2" around the entire perimeter in the case of a metal sign this can be in the form of an appropriately proportional frame.
- 8) The blade sign may be fabricated from metal (no bare metal), wood or exterior grade foam with a weather-resistant coating(s).
- 9) Molded, vacuum formed fiberglass or plastic blade signs are not permitted.

Open/Closed Sign:

Each Tenant may provide at his option one (1) sign with a maximum overall area of 15" x 20" indicating the hours of operation. This sign shall be located within 5'-0" horizontally of the Tenant entrance. Letters on glass shall consist of a maximum size of 1" white or gold reverse adhesive die-cut vinyl letters - Helvetica Medium or similar. Size of letters and type style may vary or be executed in a different manner if unusual and distinctive with the approval of the Landlord. Open/closed signage may not be neon or include credit card information or advertising. Advertising decals may not be applied to the storefront.

Service Entrance Door Sign:

Tenant shall provide Tenant trade name and address identification signage at rear service entrance. Copy shall be 3" high, pre-spaced, die-cut vinyl letters, self-adhesive matte white, 3.5 mil thickness equal to Scotchcal installed on Tenant rear door.

Other Graphics:

Each Tenant may submit proposals for additional signage but approval of such will be granted only when appropriate for the storefront design requirements and if the proposal not only adheres to the requirements but also enhances, in the opinion of the Landlord or the project architect, the design intent. Website addresses are not allowed. The proposed graphics may be:

- 1) Signage on glass, i.e. "Established 1873" or "Cheese mongers since 1931", etc. Such signage may be:
 - alphanumeric or graphic symbols no more than 6" high with serif or ornate type face, or
 - larger recognized graphics logos, all permanently painted or silk screened on interior side of glass (gold leaf, metallic color, etc.)
- 2) Graphics constructed of neon, non-flashing, mounted near the storefront glass area in a manner that enhances the design intent.
- 3) Edge-lit sandblasted glass.

Sign Specifications

All signs must be new. All Tenant main storefront signs shall be illuminated. No illuminated box signs of any type will be allowed.

Types Suggested

- 1) Individual dimensional metal back-lit (halo effect) reverse channel letters or lighted by decorative external light fixtures.
- 2) Internally illuminated channel letters with opaque metal sides and translucent plastic faces. Transformer may be placed behind the sign fascia with provision made for proper cooling and access.
- 3) Exposed neon tubes in open channels forming letters or logos; however, neon is to be used in a decorative as well as informative fashion and shall be allowed only at the discretion of the Landlord on an individual basis.

Size allowed for main storefront sign:

- 1) Maximum height of single line of copy:
 - Internally lit: 36"

Exception: An unusually shaped letter or ampersand may extend beyond the maximum height requirements if approved by Landlord.
- 2) Maximum total height of sign for two or more lines of copy: 54"
- 3) Maximum length of sign: 75% of length of leased storefront or thirty-six feet, whichever is less.
- 4) Maximum Area of Sign: 1-1/2 square feet/linear foot of leased storefront, the area shall be calculated as a box enclosing all letters, numbers and symbols of sign design, including all spaces separating letters, numbers and symbols.

Sign Criteria Requirements

All Tenants are required to purchase their own signs and pay all cost for installation and any electrical service connections to the Tenant's electrical service as required.

The Landlord reserves the right to review and approve or disapprove all proposed plans, installation and graphic treatment governed by these Criteria per the Landlord's interpretation, and to require revisions of any sign design or installation which the Landlord judges not in compliance.

Tenant shall be responsible for removal of Tenant's signs upon termination of the Lease including the cost of removal. Fascia and other building elements shall be

returned to the original condition and all penetrations appurtenant to the Tenant's sign installation shall be repaired by the Tenant to the satisfaction of the Landlord.

Tenant shall not erect, install, paint or fix any signs, posters, cards, banners or other advertising medium to, upon or above the exterior of the premises of the building, nor on the interior or exterior of the premises of the building, nor on the interior or exterior of the glass surface of the windows and doors, except as stated herein. Tenant shall bear all costs for correction of sign installation and damage to the building by signs that do not conform to this Sign Criteria. The Landlord reserves the right to have all non-conforming signs removed regardless of state of erection.

The Landlord reserves the right to make periodic changes to these Criteria which in the sole discretion of the Landlord will benefit of the Center.

Sign fabrication and installation shall comply with local sign ordinances and any applicable building codes and the National Electrical Code. All internal and external wiring, lighting, and other electrical devices shall bear the UL® symbol. It is the Tenant's responsibility to verify that the sign installation is in accordance with these requirements.

Tenant is responsible for maintaining the sign in a good state of repair including prompt replacement of burned out lighting or damaged pieces. Tenant has 24 hours to make repairs after notification in writing by Landlord.

All signs shall be mounted according to Landlord approved drawings. All fasteners shall be of non-corrosive material and concealed. Fabrication and installation shall be by Landlord approved sign contractors only or Tenant's national sign contractor.

Sign company names or stamps shall be concealed if permitted by Code.

No exposed raceways, animated components, flashing lights, formed plastic, injection molded box type or solid panel signs are permitted.

Submittals

Each Tenant shall supply three (3) copies of scaled drawings to the Landlord for review and approval. The drawings must show the sign in relation to the entire façade of the store and include details of the color, size and construction of the sign.

The Tenant's sign drawings and submittal must include the following:

- Elevation view of storefront showing sign (drawn to accurate scale) with dimensions of height of letters and length of sign.
- Color sample of sign.
- Color sample of sign letters (unless they are to be white).

- Cross section view through sign letter and sign panel showing location of sign relative to the storefront line and showing the dimensioned projection of the face of the letter from the face of the sign panel.
- The drawings shall also show other elements such as soffits, canopies and the relationship of the sign to the other elements of the storefront, especially the vertical fascia.

Landlord must approve sign drawings in writing prior to the fabrication or installation of any signage. All permits for signage and installation of signage shall be at Tenant's sole cost and expense. Sign installation must be coordinated with the project Tenant Coordinator or Manager prior to the start of any work. Landlord shall not be responsible for the cost of signs fabricated or installed that do not conform to the sign criteria or do not receive written approval from the Landlord.

Miscellaneous Sign Requirements

All storefront signage must be illuminated. All signs must be connected to Tenant's electric service. All electrical penetrations through the storefront fascia for sign installation shall include PK housings. All electrical signage is to bear the UL® label and must comply with all governing codes. All conduit, raceways, crossovers, wiring, ballast boxes, transformers, and other equipment necessary for sign connection shall be concealed.

Tenant will not be allowed to open without Landlord-approved permanent signage installed. Vinyl banners are not allowed at any time. Please allow adequate time to design, fabricate and install signage, prior to opening of store.

Sign design is encouraged to be different from adjacent and nearby stores, i.e., type, color, size, format.

Any sign, notice, or graphic, located within the interior of the Demised Premises and easily legible from the common area of the Shopping Center, requires the prior written approval of Landlord.

Light leaks in sign letters will not be allowed and must be repaired promptly by Tenant.

The following types of signs and sign components are strictly prohibited:

- Box or cabinet-type construction in which the background as well as the letters are illuminated.
- Non-illuminated main signage.
- Signs employing audible equipment, or moving or flashing lights.
- Signs employing exposed raceways, ballast boxes, or transformers.
- Sign manufacturers' names, stamps, or decals.

- Signs employing luminous vacuum formed-type plastic letters.
- Signs employing a raw edge or uncapped plastic letters with no returns and exposed fasteners.
- Paper or cardboard signs, sticks, or decals hung around, on, or behind storefront.
- Roof top signs
- Banners or flags without prior written approval

All letters are to be of full-welded construction. Channeled letters, bolts, fastenings, and clips shall be of enameling iron with porcelain enamel finish; stainless steel, polished brass or copper, or carbon baring steel with painted finish. No black iron material will be allowed.

Sign contractor shall repair any damage caused by its work.

ORDINANCE NO. 2018-659

AN ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, AMENDING THE ZONING ORDINANCE, ORDINANCE NO. 2001-64, AS AMENDED; BY AMENDING ORDINANCE NO. 2005-226 TO CREATE SUBDISTRICT 1 WITHIN THE PLANNED DEVELOPMENT DISTRICT LOCATED NORTHWEST OF HIGHWAY 67 AND SOUTH OF WEST PLEASANT RUN ROAD, LEGALLY DESCRIBED AS LOT 3R2, BLOCK A, OF THE UPTOWN VILLAGE AT CEDAR HILL ADDITION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the city initiated the rezoning to create Subdistrict 1 within a Planned Development District, Ordinance No. 2005-226, was and was assigned case no. PD-113-2018; and

WHEREAS, the zoning classification of the subject property and the surrounding area are shown on **Exhibit "A"**; and

WHEREAS, the proposed Subdistrict 1 is accompanied by a Concept Plan that depicts proposed development; and

WHEREAS, the proposed Subdistrict 1 is in conformance with the City's adopted Comprehensive Plan, as amended; and

WHEREAS, the City of Cedar Hill caused notice of the required public hearings regarding the zoning change to this Ordinance to be published in the Focus Daily News on November 2, 2018, and mailed notice to property owners within 200 feet of the subject property; and

WHEREAS, the City's Planning and Zoning Commission held a public hearing and accepted comments regarding the zoning change of this Ordinance on November 20, 2018; and

WHEREAS, following its public hearing, the Planning and Zoning Commission forwarded its report and recommendation regarding this Ordinance to the City Council; and

WHEREAS, the City Council, after conducting a public hearing on December 11, 2018, found the proposed Subdistrict 1 to be in the best interests of the City of Cedar Hill.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, THAT:

SECTION 1 – PROPERTY DESCRIPTION. This ordinance applies solely to approximately 5.545 acres legally described as Lot 3R2, Block A of the Uptown Village at Cedar Hill Addition, located northwest of Highway 67 and south of West Pleasant Run Road.

SECTION 2 – CHANGE IN ZONING CLASSIFICATION. The zoning classification for the property described in Section 1 hereby is changed to Subdistrict 1 within the Planned Development District, Ordinance No. 2005-226.

SECTION 3 – APPLICABILITY. The property described in Section 1 above shall be subject to the regulations set forth in this ordinance and to all other ordinances, as amended, applicable to the development of land and building construction in the City of Cedar Hill, Texas.

SECTION 4 – PURPOSE AND INTENT. The purpose and intent of Subdistrict 1 is to retain the land use and development standards of the Planned Development District while permitting additional development regulations and land uses by right exclusively within the aforementioned subdistrict as herein stated, and in accordance with the attached Concept Plan.

SECTION 5 – CONCEPT PLAN DOCUMENTS. Development of this property shall be consistent with the following exhibits attached hereto and incorporated by reference herein as if fully set forth: Concept Plan – **Exhibit “B”**, Building Elevations – **Exhibit “C”**.

SECTION 6 – DEVELOPMENT PLANS. The requirement for a Development Plan as described in Section 3.19.3.B of Chapter 23 of the Code of Ordinances of the City of Cedar Hill, Texas, (the “Zoning Ordinance”) and Ordinance No. 2005-226, Section 7.A, shall not be required.

SECTION 7 – SITE PLAN. A site plan shall be approved prior to any construction or development within the PD District in accordance with the standards in Section 3.19.3.C, and Section 3.19.8 of the Zoning Ordinance.

SECTION 8 – DEFINITIONS. The definitions in Section 5.8 of the Zoning Ordinance shall be applicable to this Planned Development with the exception of those terms defined in this Section.

- A. *Convention Center* – A building or complex of buildings having a minimum gross floor area of 20,000 square feet where people gather for meetings or events.
- B. *Peak Demand* – The time during which 85 percent of the required parking spaces on property within the Planned Development District is occupied for a minimum of four consecutive hours.

SECTION 9 – AUTHORIZED LAND USES. Permitted land uses shall be subject to the Planned Development District except as otherwise provided in this Section.

- A. Hotel without the requirement for a Conditional Use Permit.
- B. Convention Center

SECTION 10 – ALCOHOLIC BEVERAGES. The storage, possession, sale, serving or consumption of any alcoholic beverages shall be subject to the standards of Section 4.1.4 of the Zoning Ordinance, as amended, except as otherwise provided in this Section.

- A. A hotel may have alcoholic beverage sales for on-premise consumption if the following criteria are met:
 1. Be adjacent to a convention center;
 2. Hold a license from the Texas Alcoholic Beverage Commission to sell alcoholic beverages for on-premise consumption only;
 3. Have gross annual sales in Cedar Hill from all revenue excluding alcoholic beverages that represents sixty (60) percent or more of its total sales of all revenue including alcoholic beverages; and
 4. Obtain and operate in accordance with a Conditional Use Permit that has been issued by the City of Cedar Hill.
- B. A convention center may have alcoholic beverage sales for on-premise consumption if the following criteria are met:
 1. Be adjacent to a hotel;
 2. Hold a license from the Texas Alcoholic Beverage Commission to sell alcoholic beverages for on-premise consumption only;

3. Have gross annual sales in Cedar Hill from all revenue excluding alcoholic beverages that represents sixty (60) percent or more of its total sales of all revenue including alcoholic beverages; and
4. Obtain and operate in accordance with a Conditional Use Permit that has been issued by the City of Cedar Hill.

SECTION 11 – DEVELOPMENT STANDARDS. Development shall conform to the standards contained in the Planned Development District Ordinance No. 2005-226, Section 7, except as otherwise provided in this ordinance.

A. *Structure Standards* –

1. Maximum Height – 180 feet; when adjacent to residential, setback 3 feet for every 1 foot of height above 2 stories
2. Maximum Number of Stories – 6

B. *Minimum Off-Street Parking* – The minimum number of parking spaces required on the same lot for the hotel and convention center shall be 160 parking spaces. During peak demand, valet parking shall be required when the hotel occupancy rate exceeds 80 percent and at least one of the convention center spaces is leased.

SECTION 12 – SAVINGS CLAUSE. This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Cedar Hill, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event, conflicting provisions of such ordinances and Code are hereby superseded.

SECTION 13 – SEVERANCE CLAUSE. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed to be a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions of this ordinance.

SECTION 14 – EFFECTIVE DATE. Because of the nature of the interests sought to be protected and of the safeguards sought to be provided by this Ordinance, and in the interest of the health, safety, and welfare of the citizens of Cedar Hill, Texas, this Ordinance shall take effect immediately after its passage, approval, and publication as required by law. The City

Secretary is hereby authorized and directed to cause publication of the descriptive caption hereof as an alternative method of publication provided by law.

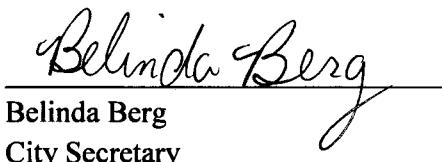
SECTION 15 – PUBLICATION. The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

PASSED AND APPROVED by the City Council, the City of Cedar Hill, on this the 11th day of December 2018.



Rob Franke, Mayor
City of Cedar Hill, Texas

ATTEST:



Belinda Berg
City Secretary

APPROVED AS TO FORM:



Ron G. MacFarlane, Jr.
City Attorney

City of Cedar Hill

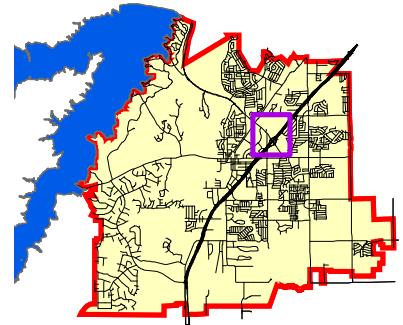


1 inch = 400 feet

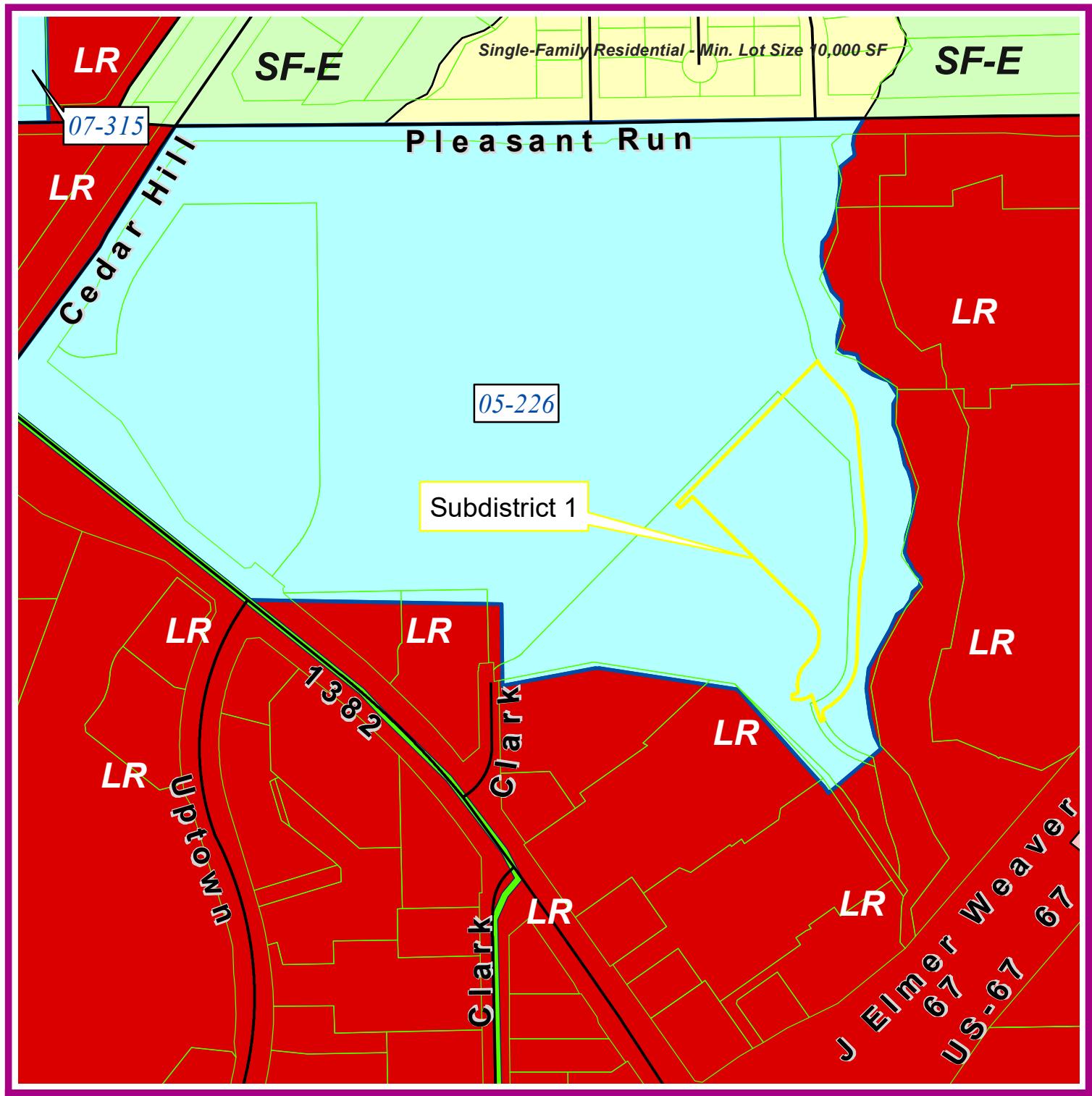
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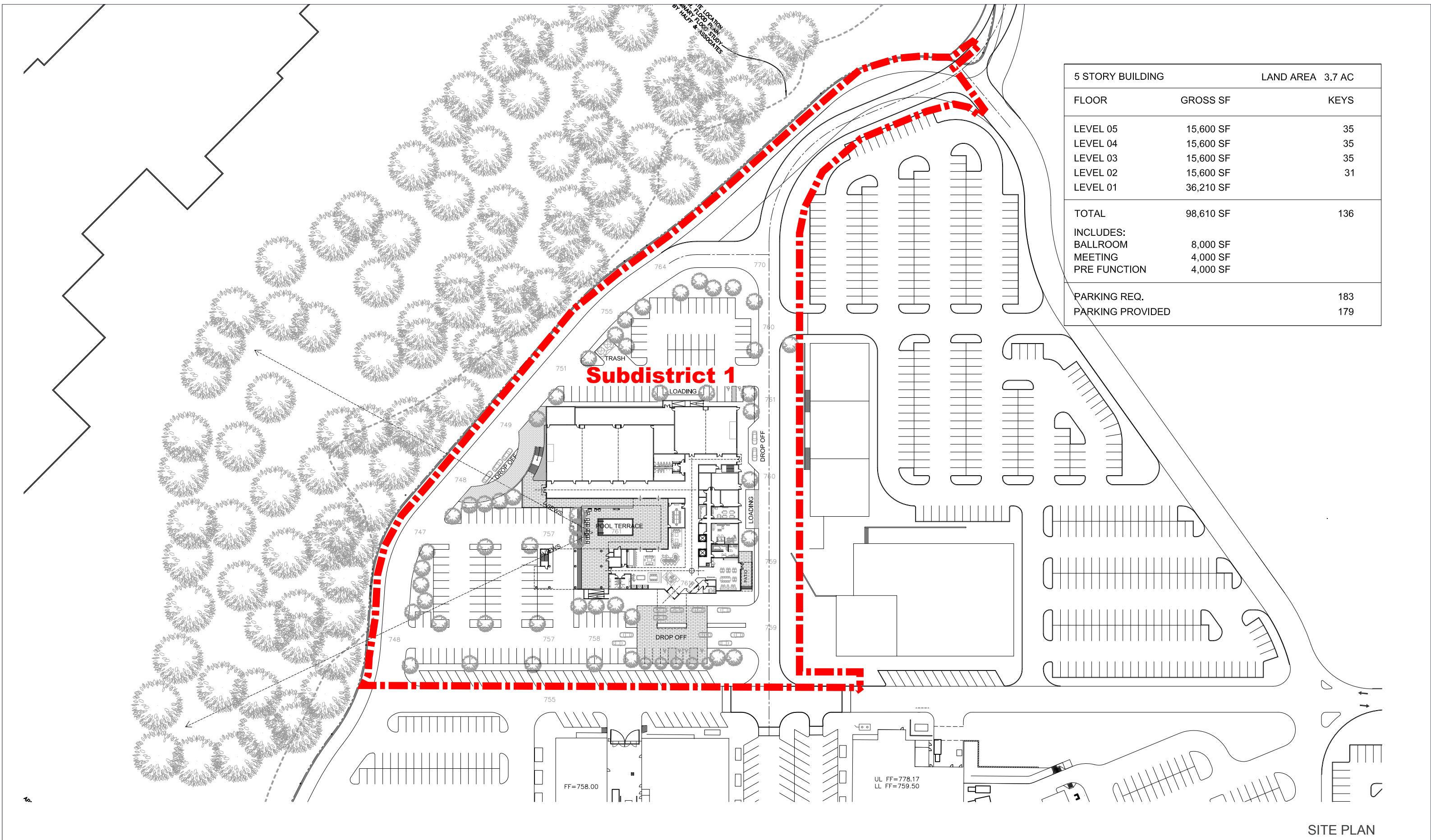
EXHIBIT "A"

Case PD-113-2018



Map Printed - October 2018
Cedar Hill Planning Department







NORTH ELEVATION



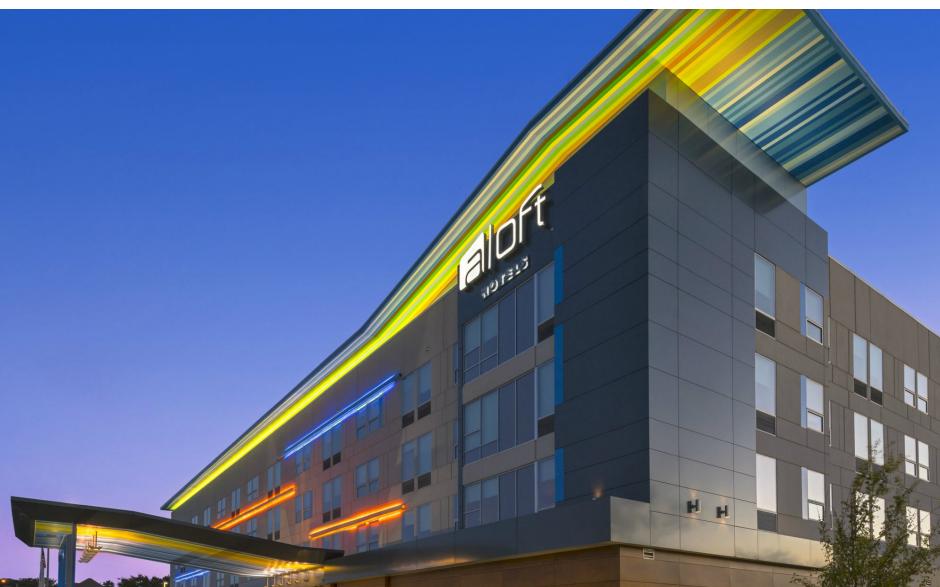
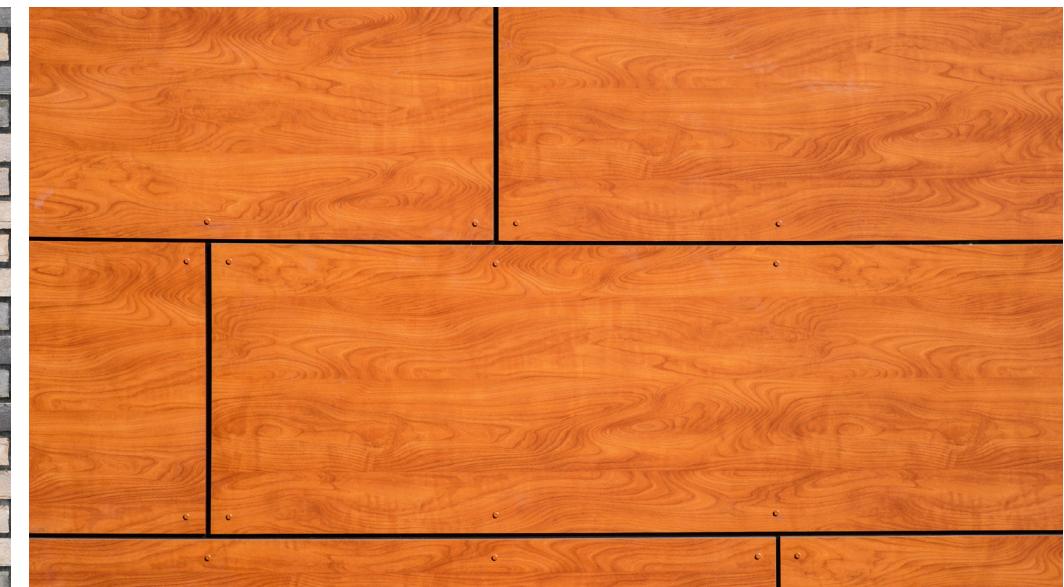
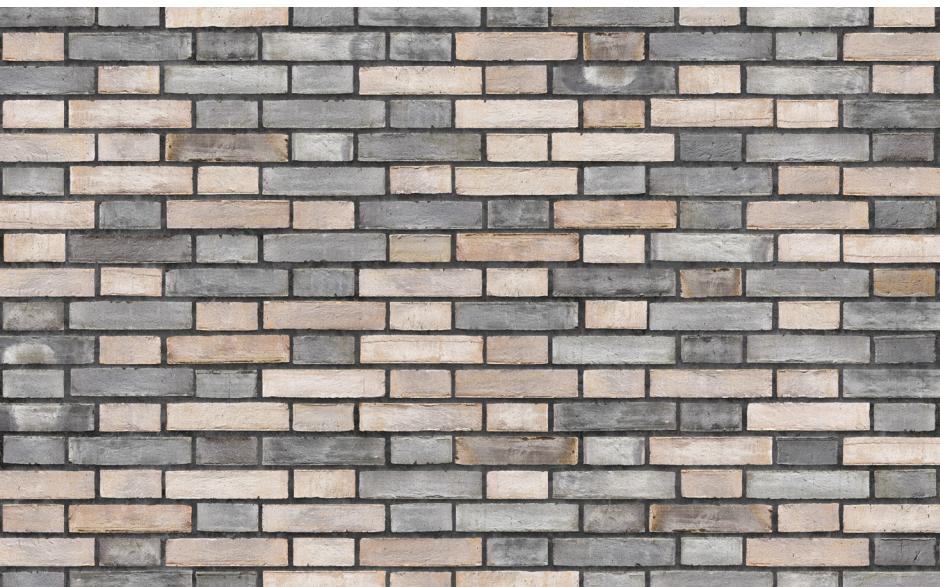
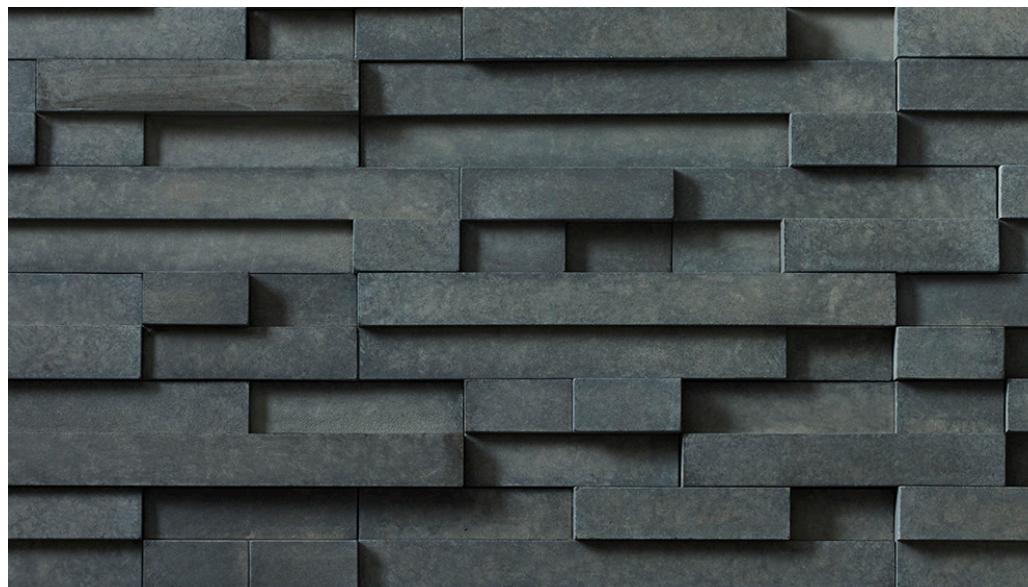
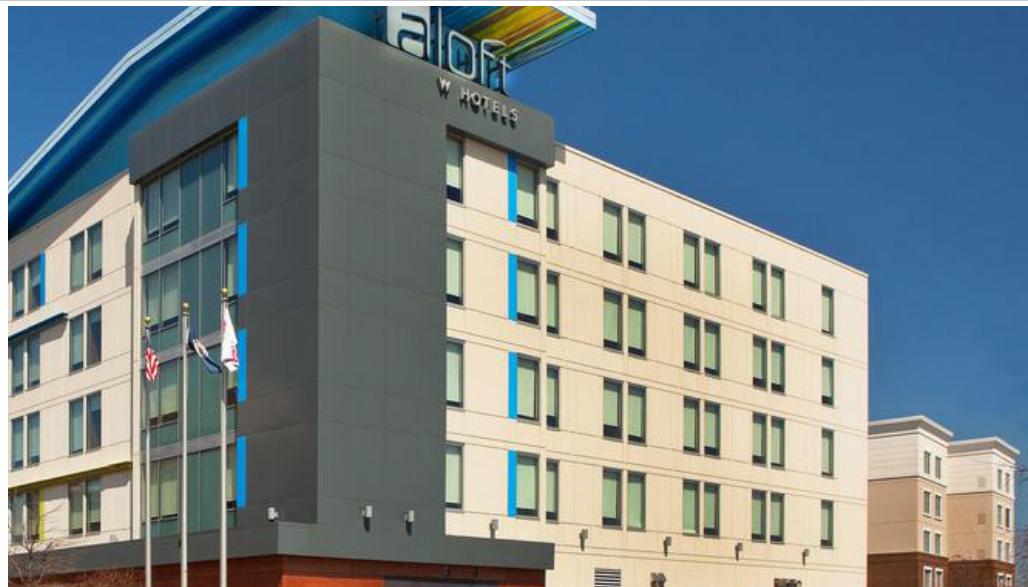
WEST ELEVATION



SOUTH ELEVATION



EAST ELEVATION



COLORS, MATERIALS, AND LIGHTING

ORDINANCE NO. 2019-673

AN ORDINANCE OF THE CITY OF CEDAR HILL, TEXAS, AMENDING THE ZONING ORDINANCE, ORDINANCE NO. 2001-64, AS AMENDED; BY AMENDING ORDINANCE NO. 2005-226 TO AMEND PLANNED DEVELOPMENT DISTRICT NO. 2005-226 BY REQUIRING A PARKING DEMAND ANALYSIS TO DETERMINE MINIMUM PARKING RATIOS, LOCATED ON THE SOUTH SIDE OF WEST PLEASANT RUN ROAD, THE NORTHEAST SIDE OF FM 1382, AND NORTHWEST OF HIGHWAY 67, LEGALLY DESCRIBED AS THE UPTOWN VILLAGE AT CEDAR HILL ADDITION; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION.

WHEREAS, a request to amend Planned Development District No. 2005-226 by requiring a parking demand analysis to determine minimum parking ratios was duly filed with the City of Cedar Hill, Texas, and was assigned case no. PD-165-2019; and

WHEREAS, the zoning classification of the subject property and the surrounding area are shown on **Exhibit "A"**; and

WHEREAS, the proposed amendment is in conformance with the City's adopted Comprehensive Plan, as amended; and

WHEREAS, the City of Cedar Hill caused notice of the required public hearings regarding the zoning change to this Ordinance to be published in the Focus Daily News on March 31, 2019, and mailed notice to property owners within 200 feet of the subject property; and

WHEREAS, the City's Planning and Zoning Commission held a public hearing and accepted comments regarding the zoning change of this Ordinance on April 16, 2019; and

WHEREAS, following its public hearing, the Planning and Zoning Commission forwarded its report and recommendation regarding this Ordinance to the City Council; and

WHEREAS, the City Council, after conducting a public hearing on April 23, 2019, found the proposed amendment to be in the best interests of the City of Cedar Hill.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR HILL, TEXAS, THAT:

SECTION 1. PROPERTY DESCRIPTION.

This ordinance applies solely to approximately 73.969 acres legally described as the Uptown Village at Cedar Hill Addition, generally located on the south side of West Pleasant Run Road, the northeast side of FM 1382, and northwest of Highway 67.

SECTION 2. APPLICABILITY.

The property described in Section 1 above shall be subject to the regulations set forth in this ordinance and to all other ordinances, as amended, applicable to the development of land and building construction in the City of Cedar Hill, Texas.

SECTION 3. PURPOSE AND INTENT.

The purpose and intent of requiring a parking demand analysis to determine parking ratios is to ensure that the on-site parking supply is adequate for existing and potential land uses.

**SECTION 4. AMENDMENT TO EXHIBIT C, DEVELOPMENT STANDARDS,
SECTION F ENTITLED “OFF-STREET PARKING”.**

Exhibit C, Development Standards, Section F entitled “Off-Street Parking” is hereby amended to read as follows:

Required off-street parking shall be in accordance with the parking ratio established by the Parking Demand Analysis most recently approved by the Planning Director and Building Official, a dated copy of which is maintained in the City’s file for the Planned Development District. The Parking Demand Analysis submitted by the property owner shall utilize the principles and methodology established for mixed use developments in the most current edition of the “Shared Parking Manual” by the Urban Land Institute and the International Council of Shopping Centers. Changes to the land uses, peak hours, and/or available parking that alter the assumptions for which the parking ratios were based upon shall trigger the requirement for a new Parking Demand Analysis prior to the issuance of additional certificates of occupancy. Handicap parking shall be provided in accordance with governing codes.

SECTION 5. SAVINGS CLAUSE.

This ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances for the City of Cedar Hill, Texas, as amended, except where the provisions of this

ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event, conflicting provisions of such ordinances and Code are hereby superseded.

SECTION 6. SEVERANCE CLAUSE.

Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 7. EFFECTIVE DATE.

Because of the nature of the interests sought to be protected and of the safeguards sought to be provided by this Ordinance, and in the interest of the health, safety, and welfare of the citizens of Cedar Hill, Texas, this Ordinance shall take effect immediately after its passage, approval, and publication as required by law.

SECTION 8. PUBLICATION.

The City Secretary is hereby authorized and directed to cause publication of the descriptive caption and penalty clause hereof as an alternative method of publication provided by law.

SECTION 9. FINDINGS INCORPORATED.

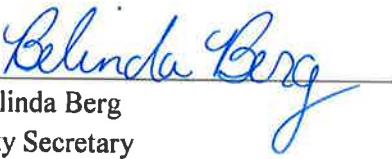
The findings set forth above at the beginning of this Ordinance are legislative findings of the City Council and are incorporated as if full set forth herein. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety and quality of life.

PASSED AND APPROVED by the City Council, the City of Cedar Hill, on this the 23rd day of April 2019.



Rob Franke, Mayor
City of Cedar Hill, Texas

ATTEST:



Belinda Berg
City Secretary

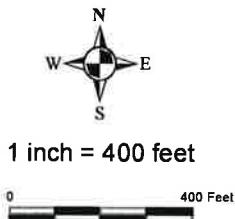
APPROVED AS TO FORM:



Ron G. MacFarlane, Jr.
City Attorney

City of Cedar Hill

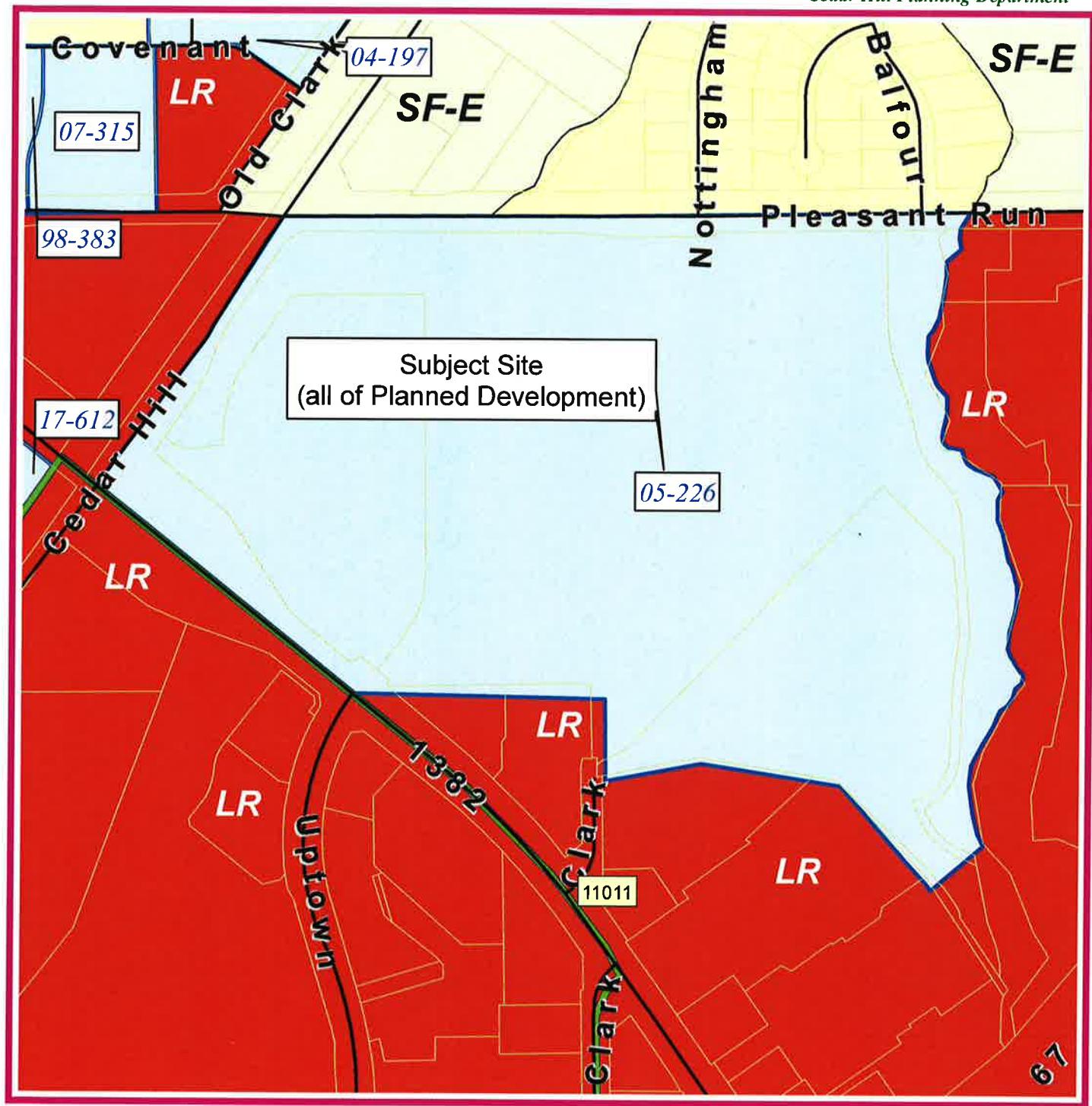
EXHIBIT A



1 inch = 400 feet

Case PD-165-2019

Map Printed - March 2018
Cedar Hill Planning Department



February 11, 2019

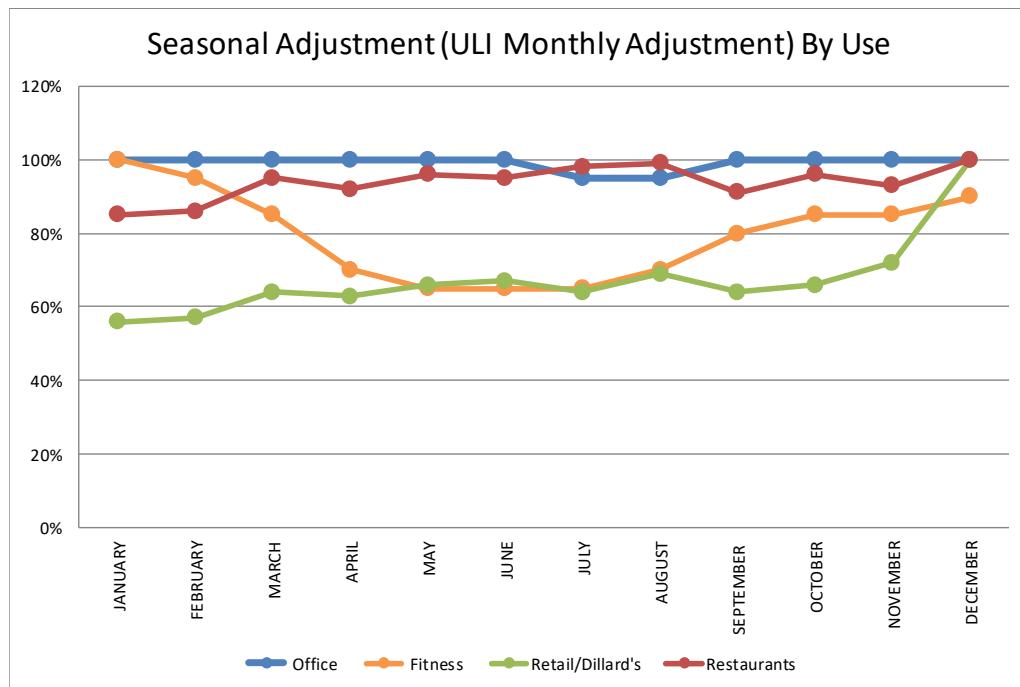
Mr. Kyle Minter
TRADEMARK PROPERTY
1701 River Run
Suite 500
Fort Worth, TX 76107

Re: Hillside Village – Parking Demand Analysis
Cedar Hill, Texas

Dear Mr. Minter,

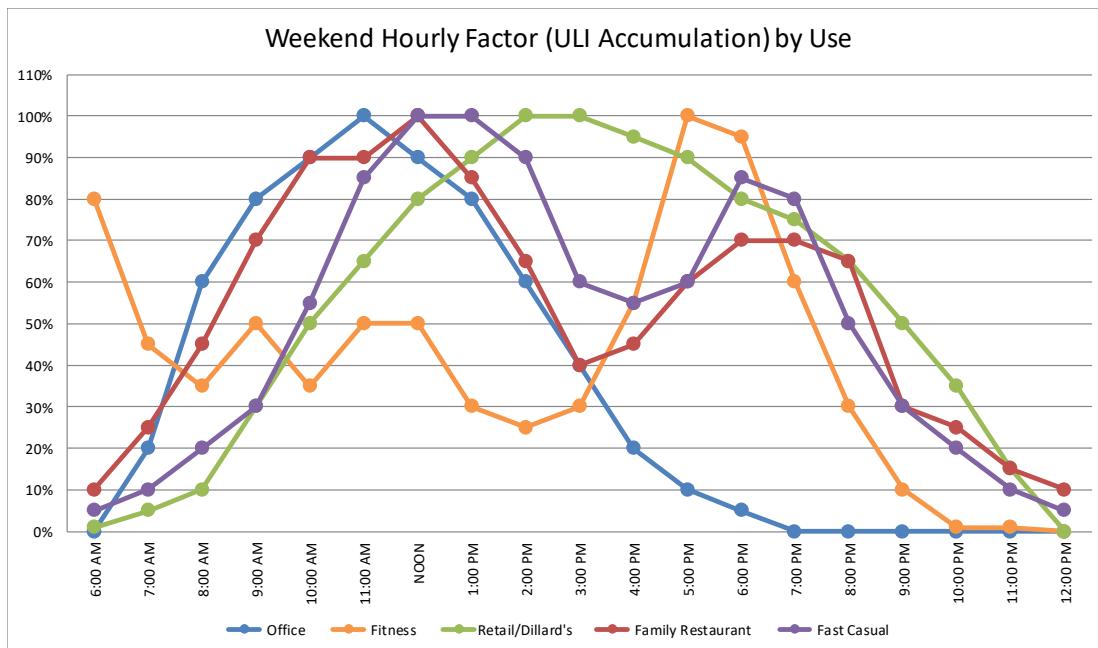
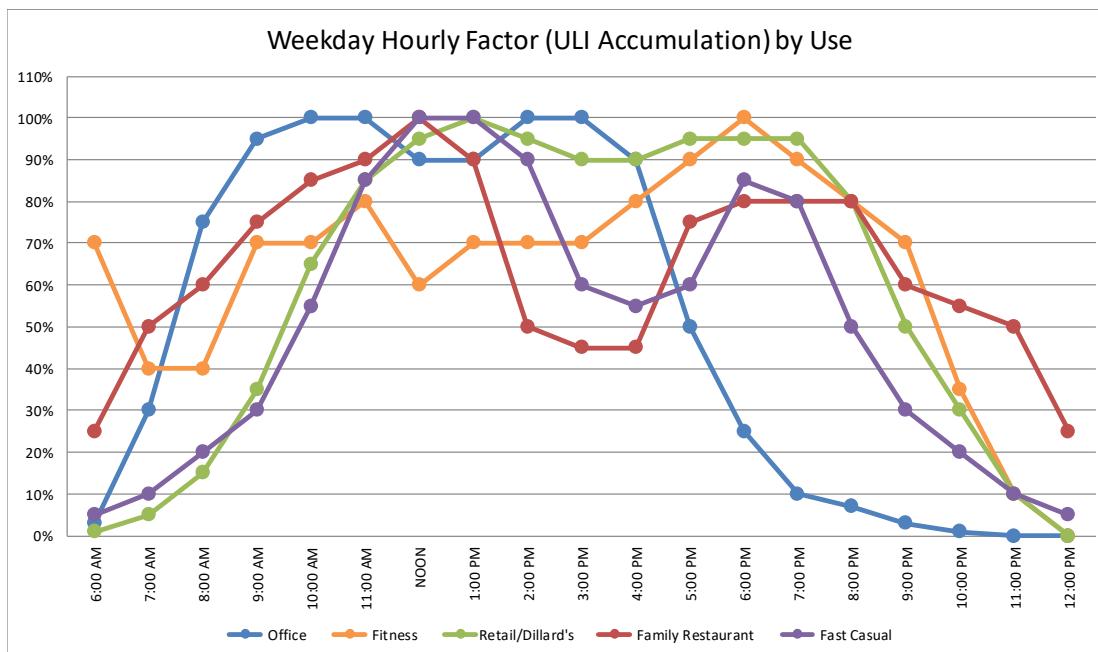
The following report summarizes shared parking demand analysis for the Hillside Village mixed-use development in Cedar Hill, Texas. The analysis is based on methodologies outlined in the Urban Land Institute's 2005 Shared Parking study. As published in the ULI's report, "...combinations of land uses require less parking than the same land uses in freestanding locations". Shared parking analysis adjusts typical free-standing parking generation rates (expressed as the number of spaces required per unit of land use) for four factors that influence accumulation patterns:

- 1) Drive Ratio (mode split) factors adjust parking requirements to reflect various modes of transportation to/from the site, such as walk up, bike, bus, rubber tire shuttle, and ridesharing. A factor of 90% indicates 90 of 100 trips to the site occurred in a vehicle that will park on site. The drive ratio factor is adjusted for each individual use during the weekday and weekend. HWA Parking used data collected from Hillside Village retailers and data generated by the U.S. Census Bureau to make adjustments to the drive ratio.
- 2) Seasonal factors adjust generation rates to reflect seasonal variation in land uses, and therefore parking patterns (i.e. retail patronage does not peak in the summer time, but movie attendance does). The chart below represents the ULI seasonal factors by use. ULI seasonal factors were used in this analysis.



3) **Captive Market** factors adjust gross parking requirements to recognize that patrons are frequently parked for more than one land use, and do not require a space. (i.e. the office worker who is going to lunch down stairs does not simultaneously require a parking space at his office and restaurant). The captive market factor is adjusted for each individual use during the weekday and weekend. The ULI Standard suggests weighing relative sizes and location of venues. Using data from other shared parking studies in similar markets around the State of Texas, as well as, similar developments, HWA Parking has made adjustments in the captive market ratios to reflect our experience and expert opinion with projects in similar settings and locations. HWA Parking assumed a percentage of restaurant customers, and office employees/visitors would visit the retail tenants. Similarly, a percentage of office employees/visitors and retail patrons visit the restaurants while already parked for their primary destination.

4) **Hourly Factor** adjusts parking rates to reflect accumulation patterns throughout the day to recognize that land uses do not simultaneously generate demand for parking at the same time (i.e. hotel parking requirements peak at night when offices need very few, if any, spaces). The charts below represent the ULI hourly factors, by use, for weekday and weekends. Except for the residential hour factor, ULI hourly factors were used for all other land uses.



Shared parking methodology multiplies free-standing generation rates by the previous adjustment factors to identify the number of spaces required at each hour of the day, for each month of the year on weekdays and weekends.

Since the Hillside Village development operates as a whole, and the development is split into two different tracts, our parking demand analysis focused on three different scenarios. Overall Hillside Village overall development, Dillard's Tract, and Developer Tract.

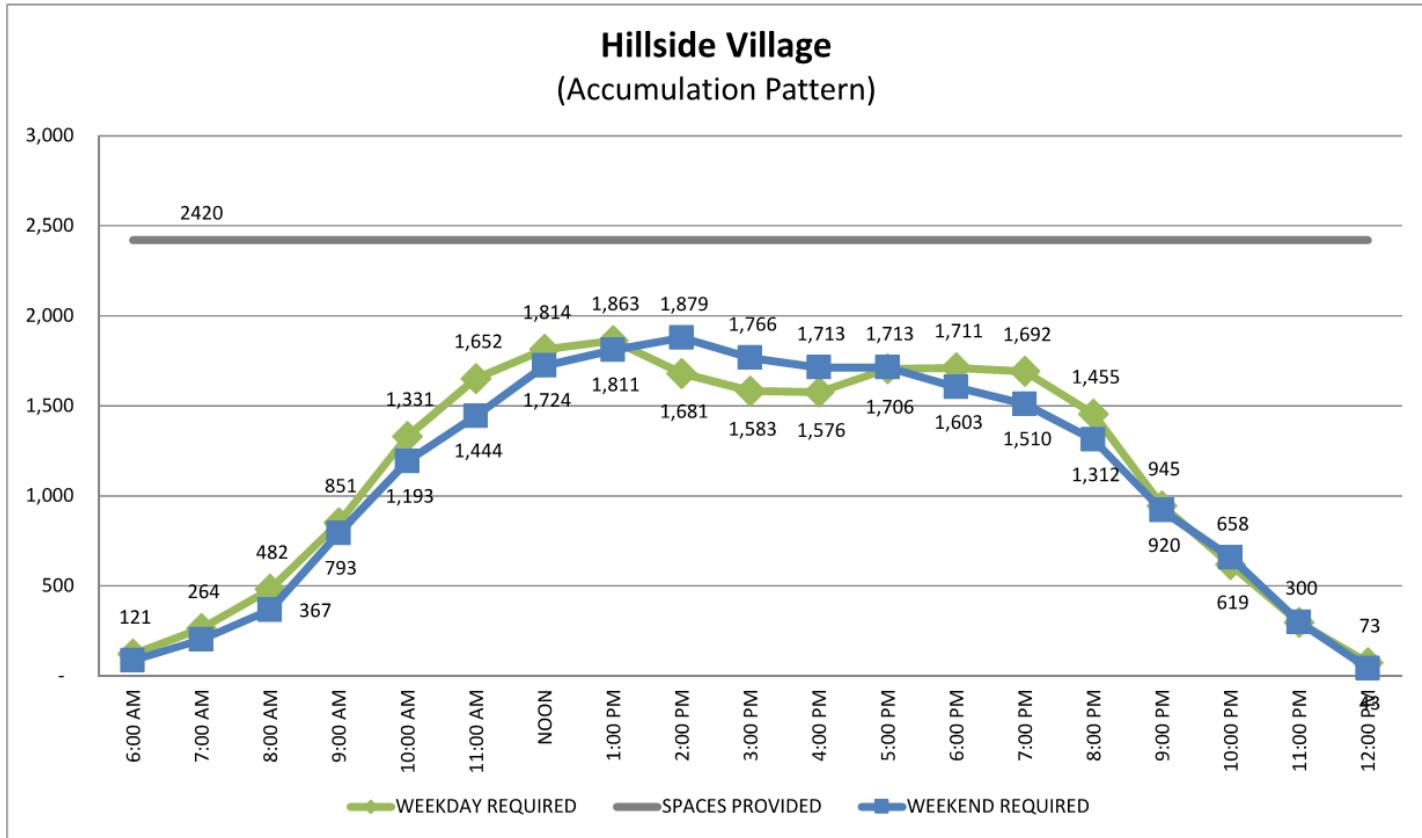
We have added a recommend 5% buffer to the required design day parking demand for each of the scenarios in the following demand section. The buffer helps people find a space, enhance the perception of adequate parking for 50 weeks of the year, and helps accommodate higher demand on peak days.

Overall Development Parking Demand

Based on the program of Hillside Village mixed-use development, the mix of land uses peak at 1,863 vehicles at 1:00 PM on weekdays and 1,879 vehicles at 2:00 PM on weekends. The tables below identify the number of vehicles generated by each use on-site at the peak time for weekday and weekends. Hillside Village development has a total of 2,420 parking spaces on-site. With the recommended 5% buffer added to the demand, the Hillside Village overall development shows a 464 parking spaces surplus.

WEEKDAY DEMAND											
Land Use	Units	Base Ratio		Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared	
Peak Demand - December, 1:00 P.M.											
Retail	375.82 ksf	x	3.60 /ksf	x	0.90 x	0.80 x	100% x	100% =	974	1,353	72%
Dillard's	149.72 ksf	x	4.50 /ksf	x	0.90 x	0.80 x	100% x	100% =	485	674	72%
Family Restaurant	37.87 ksf	x	10.50 /ksf	x	0.90 x	0.80 x	100% x	90% =	258	398	65%
Fast Casual	3.27 ksf	x	15.00 /ksf	x	0.90 x	0.80 x	100% x	100% =	35	49	72%
Fitness	7.70 ksf	x	7.00 /ksf	x	0.95 x	0.95 x	90% x	70% =	31	54	57%
Office	31.15 ksf	x	3.00 /ksf	x	0.95 x	1.00 x	100% x	90% =	80	93	86%
TOTAL DEMAND								1,863	2,621		71%
Demand With Recommended 5% Buffer								1,956			
Number of Dillard's tract parking spaces provided								698			
Number of Developer tract parking spaces provided								1,722			
Total number of spaces provided								2,420			
Parking Surplus (Deficit)								464			

WEEKEND DEMAND											
Land Use	Units		Base Ratio		Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Peak Demand - December, 2:00 P.M.											
Retail	375.82	ksf	x	4.00	/ksf	x	0.90	x	0.80	x	100% x 100% =
Dillard's	149.72	ksf	x	4.50	/ksf	x	0.90	x	0.80	x	100% x 100% =
Family Restaurant	37.87	ksf	x	15.00	/ksf	x	0.90	x	0.80	x	100% x 65% =
Fast Casual	3.27	ksf	x	14.00	/ksf	x	0.90	x	0.80	x	100% x 90% =
Fitness	7.70	ksf	x	5.75	/ksf	x	0.95	x	0.95	x	90% x 25% =
Office	31.15	ksf	x	0.38	/ksf	x	0.95	x	1.00	x	100% x 60% =
TOTAL DEMAND										1,879	2,847
Demand With Recommended 5% Buffer										1,973	66%
Note:											
<i>Development parking demand ratio</i>			<i>3.26 / 1,000 SF</i>		Number of Dillard's tract parking spaces provided						
					Number of Developer tract parking spaces provided						
					Total number of spaces provided						
					Parking Surplus (Deficit)						



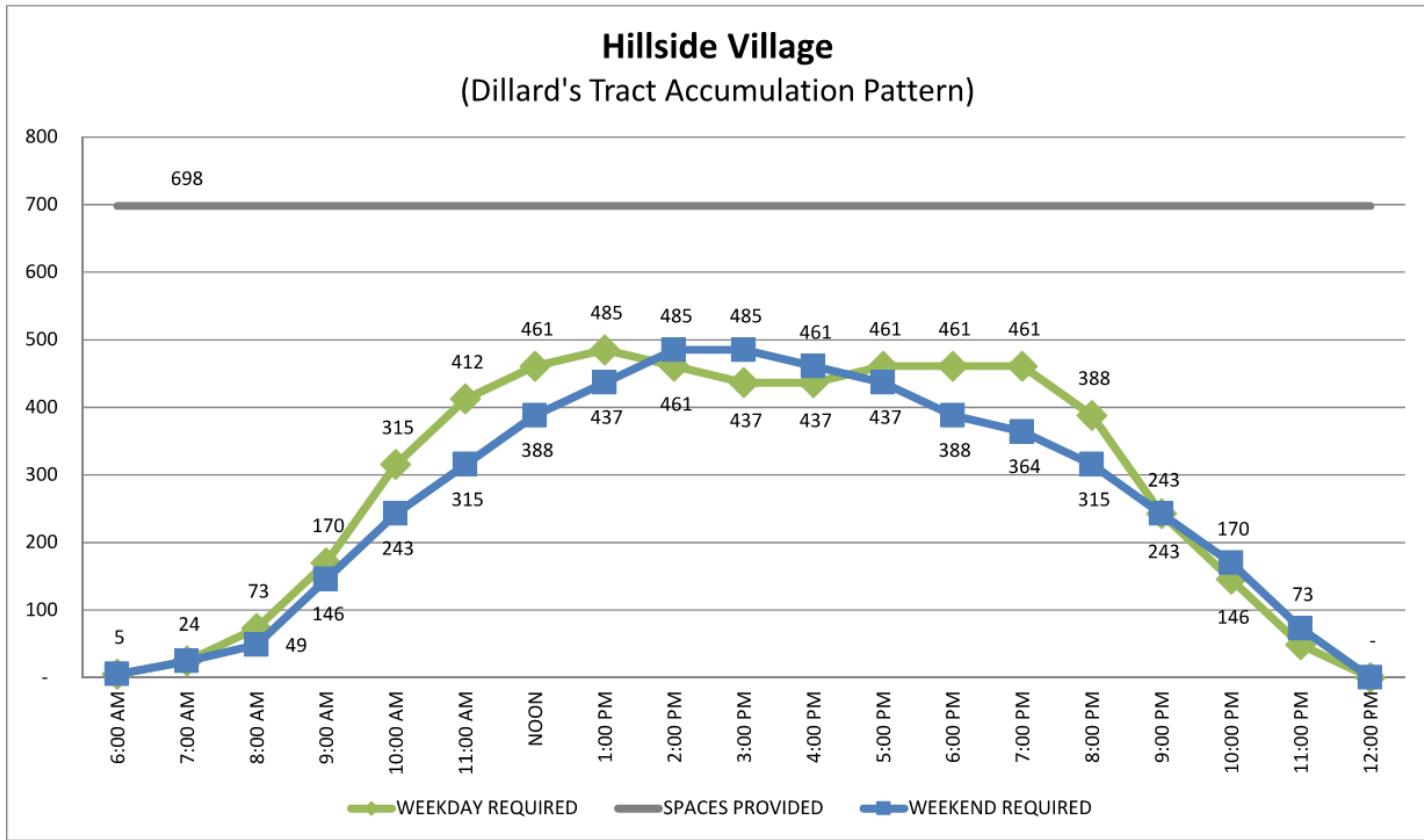
Dillard's Tract Parking Demand

Based on the program as part of the Hillside Village Dillard's Tract, the mix of land uses peak at 485 vehicles at 1:00 PM on weekdays and 485 vehicles at 2:00 PM on weekends. The tables below identify the number of vehicles generated by each use on-site at the peak time for weekday and weekends. The Hillside Village Dillard's Tract has a total of 698 parking spaces on-site. With the recommended 5% buffer added to the demand, the Hillside Village Dillard's Tract shows a 189 parking spaces surplus.

WEEKDAY DEMAND

Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Peak Demand - December, 1:00 P.M.									
Dillards	149.72 ksf	x 4.50 /ksf	x 0.90	x 0.80	x 100%	x 100% =	485	674	72%
							TOTAL DEMAND	485	674
Note:							Demand With Recommended 5% Buffer	509	
Dillard's Tract parking demand ratio	3.40 / 1,000 SF						Total Dillard's tract parking spaces provided	698	
							Parking Surplus (Deficit)	189	

WEEKEND DEMAND



Developer Tract Parking Demand

Based on the program as part of the Hillside Village Developer Tract, the mix of land uses peak at 1,378 vehicles at 1:00 PM on weekdays and 1,394 vehicles at 2:00 PM on weekends. The tables below identify the number of vehicles generated by each use on-site at the peak time for weekday and weekends. The Hillside Village Developer Tract has a total of 1,722 parking spaces on-site. With the recommended 5% buffer added to the demand, the Hillside Village Developer Tract shows a 275 parking spaces surplus.

WEEKDAY DEMAND

Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Peak Demand - December, 1:00 P.M.									
Retail	375.82 ksf	x 3.60 /ksf	x 0.90 x	0.80 x	100% x	100% =	974	1,353	72%
Family Restaurant	37.87 ksf	x 10.50 /ksf	x 0.90 x	0.80 x	100% x	90% =	258	398	65%
Fast Casual	3.27 ksf	x 15.00 /ksf	x 0.90 x	0.80 x	100% x	100% =	35	49	72%
Fitness	7.70 ksf	x 7.00 /ksf	x 0.95 x	0.95 x	90% x	70% =	31	54	57%
Office	31.15 ksf	x 3.00 /ksf	x 0.95 x	1.00 x	100% x	90% =	80	93	86%
TOTAL DEMAND							1,378	1,947	71%
Demand With Recommended 5% Buffer									
Total number of Developer Tract spaces provided									
Parking Surplus (Deficit)									
275									

Note:

Developer Tract parking demand ratio 3.17 / 1,000 SF

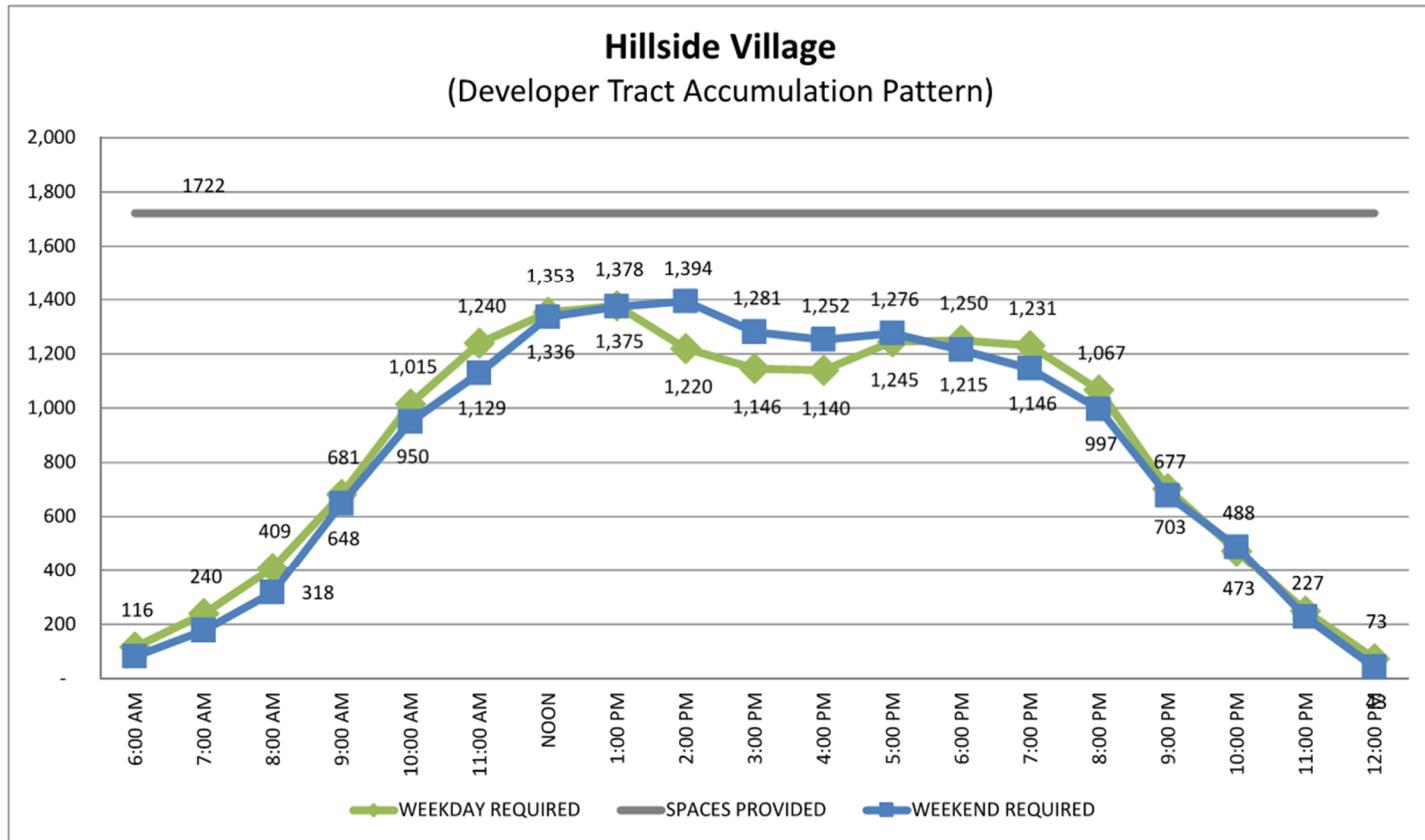
Demand With Recommended 5% Buffer

Total number of Developer Tract spaces provided

Parking Surplus (Deficit)

WEEKEND DEMAND

Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Peak Demand - December, 2:00 P.M.									
Retail	375.82 ksf	x	4.00 /ksf	x	0.90 x	0.80 x	100% x	100% =	1,082
Family Restaurant	37.87 ksf	x	15.00 /ksf	x	0.90 x	0.80 x	100% x	65% =	266
Fast Casual	3.27 ksf	x	14.00 /ksf	x	0.90 x	0.80 x	100% x	90% =	30
Fitness	7.70 ksf	x	5.75 /ksf	x	0.95 x	0.95 x	90% x	25% =	9
Office	31.15 ksf	x	0.38 /ksf	x	0.95 x	1.00 x	100% x	60% =	7
TOTAL DEMAND							1,394	2,173	64%
Note:									
Demand With Recommended 5% Buffer									
Total number of Developer Tract spaces provided									
Parking Surplus (Deficit)									
1,463									
1,722									
259									



Demand Ratio

The demand ratio is defined as the number of spaces required by a particular user group. It is expressed in percentage terms and is calculated by correlating the number of vehicles parked in the study area with the building square feet of the particular user group. For example, if the peak demand is observed to be 250 spaces for an office building of 100,000 square feet, then the demand ratio is calculated as $250 / 100 = 2.5$. This figure means that each office building square feet would require 2 ½ parking spaces during the peak demand.

From this parking demand analysis, the parking demand ratio for each of the three scenarios was calculated. Based on the peak demand time (weekend), below are the parking demand ratios for each scenario.

Scenario	Peak Parking Demand (including buffer)	Building Square Feet	Demand Ratio
Overall	1,973	605.53	3.26
Dillard's Tract	509	149.72	3.40
Developer Tract	1,463	455.81	3.21

Hillside Village parking demand analysis indicates the peak demand ratio of the three scenarios is 3.4 SP per 1,000 SF (3.4/1000), and this is at the Dillard's Tract only. The overall development has a demand ratio of 3.26 SP per 1,000 SF (3.26/1,000). Hillside Village has an existing parking supply of 2,420 spaces to support the 605,530 SF of development for a current parking ratio of 4.0 SP per 1,000 SF (4/1000). **Our recommendation and professional opinion are for the Hillside Village development parking ratio to be adjusted to a 3.5 SP per 1,000 SF (3.5/1,000).**

Please feel free to let us know if you have any questions or require any additional information.

Sincerely,

HWA PARKING
strickland | jamail



Troy Jamail | Principal

Hillside Village - Overall Development

Shared Parking Calculations - ULI Generation Rates

February 11, 2019

WEEKDAY DEMAND

Land Use	Units	Base Ratio		Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared	
Peak Demand - December, 1:00 P.M.											
Retail	375.82 ksf	x	3.60 /ksf	x	0.90 x	0.80 x	100% x	100% =	974	1,353	72%
Dillards	149.72 ksf	x	4.50 /ksf	x	0.90 x	0.80 x	100% x	100% =	485	674	72%
Family Restaurant	37.87 ksf	x	10.50 /ksf	x	0.90 x	0.80 x	100% x	90% =	258	398	65%
Fast Casual	3.27 ksf	x	15.00 /ksf	x	0.90 x	0.80 x	100% x	100% =	35	49	72%
Fitness	7.70 ksf	x	7.00 /ksf	x	0.95 x	0.95 x	90% x	70% =	31	54	57%
Office	31.15 ksf	x	3.00 /ksf	x	0.95 x	1.00 x	100% x	90% =	80	93	86%
TOTAL DEMAND								1,863	2,621	71%	
Demand With Recommended 5% Buffer								1,956			
Number of Dillard's tract parking spaces provided								698			
Number of Developer tract parking spaces provided								1,722			
Total number of spaces provided								2,420			
Parking Surplus (Deficit)								464			

Note:

Development parking demand ratio 3.23 / 1,000 SF

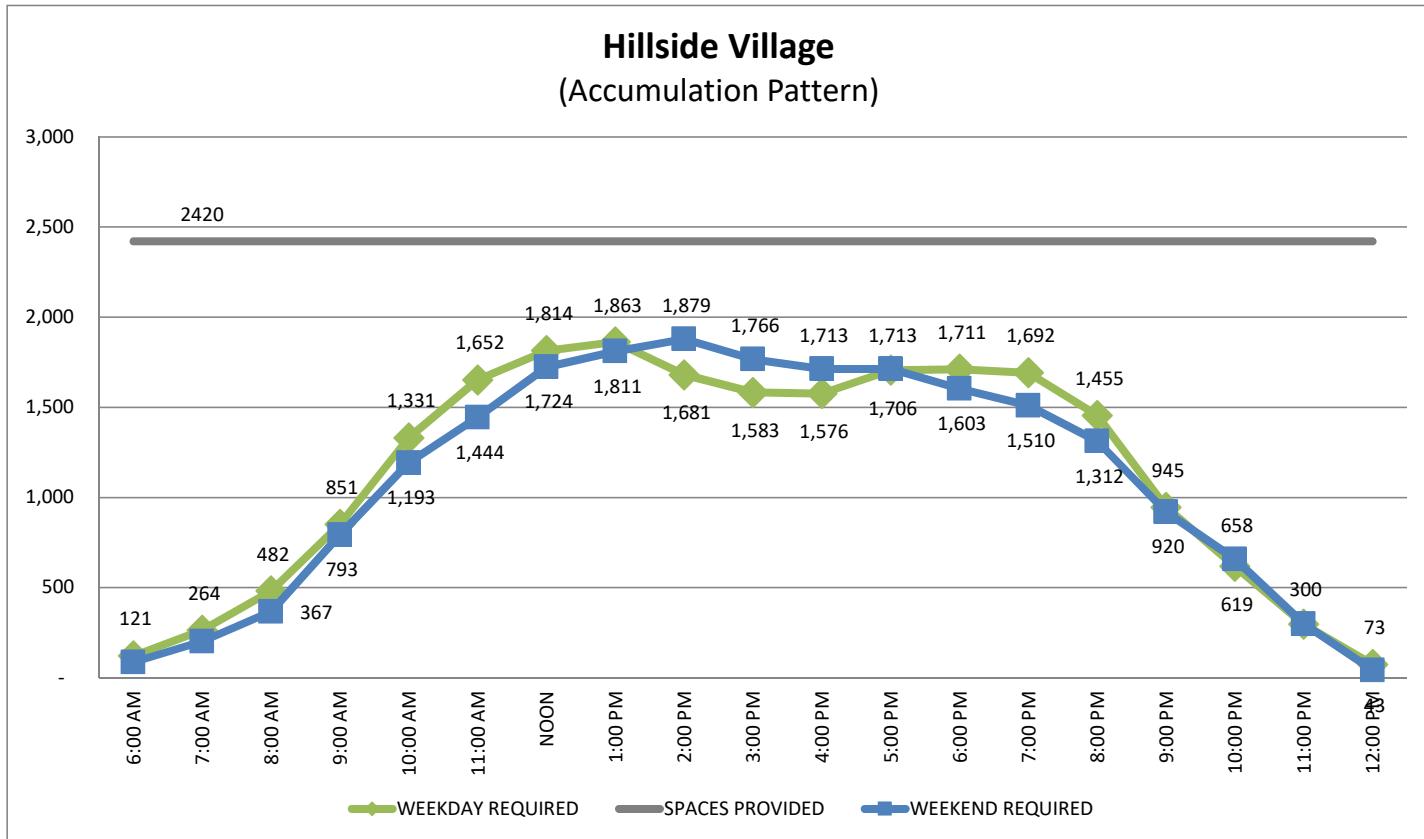
Demand With Recommended 5% Buffer	1,956
Number of Dillard's tract parking spaces provided	698
Number of Developer tract parking spaces provided	1,722
Total number of spaces provided	2,420
Parking Surplus (Deficit)	464

WEEKEND DEMAND

Land Use	Units	Base Ratio		Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared	
Peak Demand - December, 2:00 P.M.											
Retail	375.82 ksf	x	4.00 /ksf	x	0.90 x	0.80 x	100% x	100% =	1,082	1,503	72%
Dillards	149.72 ksf	x	4.50 /ksf	x	0.90 x	0.80 x	100% x	100% =	485	674	72%
Family Restaurant	37.87 ksf	x	15.00 /ksf	x	0.90 x	0.80 x	100% x	65% =	266	568	47%
Fast Casual	3.27 ksf	x	14.00 /ksf	x	0.90 x	0.80 x	100% x	90% =	30	46	65%
Fitness	7.70 ksf	x	5.75 /ksf	x	0.95 x	0.95 x	90% x	25% =	9	44	20%
Office	31.15 ksf	x	0.38 /ksf	x	0.95 x	1.00 x	100% x	60% =	7	12	57%
TOTAL DEMAND								1,879	2,847	66%	
Demand With Recommended 5% Buffer								1,973			
Number of Dillard's tract parking spaces provided								698			
Number of Developer tract parking spaces provided								1,722			
Total number of spaces provided								2,420			
Parking Surplus (Deficit)								447			

Hillside Village

(Accumulation Pattern)



Hillside Village - Dillard's Tract

Shared Parking Calculations - ULI Generation Rates

February 11, 2019

WEEKDAY DEMAND

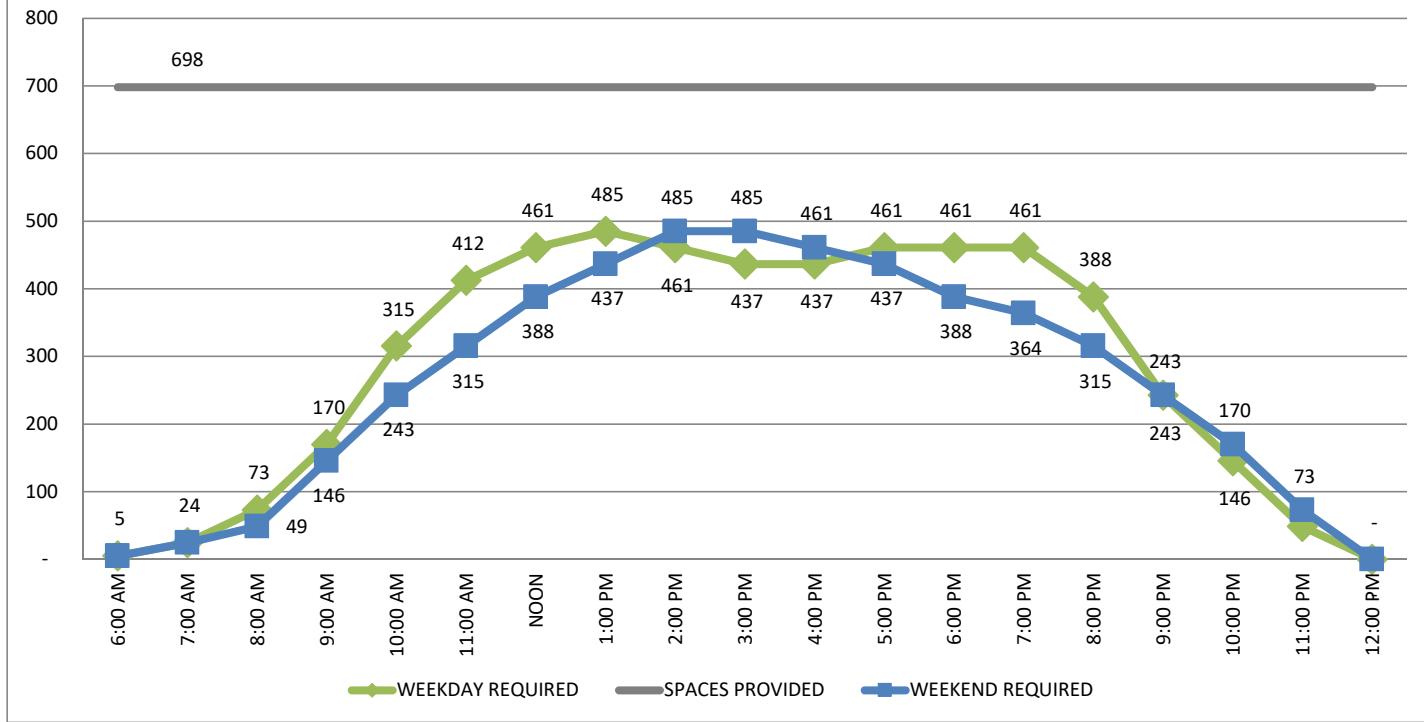
Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Peak Demand - December, 1:00 P.M.									
Dillards	149.72 ksf	x 4.50 /ksf	x 0.90	x 0.80	x 100%	x 100% =	485	674	72%
							TOTAL DEMAND	485	
Note:							Demand With Recommended 5% Buffer	509	
Dillard's Tract parking demand ratio	3.40 / 1,000 SF						Total Dillard's tract parking spaces provided	698	
							Parking Surplus (Deficit)	189	

WEEKEND DEMAND

Land Use	Units	Base Ratio	Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared
Peak Demand - December, 2:00 P.M.									
Dillards	149.72 ksf	x 4.50 /ksf	x 0.90	x 0.80	x 100%	x 100% =	485	674	72%
							TOTAL DEMAND	485	
Note:							Demand With Recommended 5% Buffer	509	
Dillard's Tract parking demand ratio	3.40 / 1,000 SF						Total Dillard's tract parking spaces provided	698	
							Parking Surplus (Deficit)	189	

Hillside Village

(Dillard's Tract Accumulation Pattern)



Hillside Village - Developer Tract

Shared Parking Calculations - ULI Generation Rates

February 11, 2019

WEEKDAY DEMAND

Land Use	Units	Base Ratio		Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared	
Peak Demand - December, 1:00 P.M.											
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TOTAL DEMAND								1,378	1,947	71%	
Note:											
Demand With Recommended 5% Buffer											
Total number of Developer Tract spaces provided											
Parking Surplus (Deficit)											
275											
Developer Tract parking demand ratio 3.17 / 1,000 SF											

WEEKEND DEMAND

Land Use	Units	Base Ratio		Drive Ratio	Captive Market	Seasonal Factor	Hourly Factor	Shared Demand	Stand Alone Demand	% of Non-Shared	
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Office	31.15 ksf	x	0.38 /ksf	x	0.95 x	1.00 x	100% x	60% =	7	12	57%
TOTAL DEMAND								1,394	2,173	64%	
Note:											
Demand With Recommended 5% Buffer											
Total number of Developer Tract spaces provided											
Parking Surplus (Deficit)											
259											
Developer Tract parking demand ratio 3.21 / 1,000 SF											

Hillside Village (Developer Tract Accumulation Pattern)

