

MURPHY CITY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING  
OCTOBER 2, 2012 AT 6:00 P.M.  
206 NORTH MURPHY ROAD  
MURPHY, TEXAS 75094



NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on October 2, 2012 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

Bret Baldwin  
Mayor

ROLL CALL & CERTIFICATION OF A QUORUM

John Daugherty  
Mayor Pro Tem

PUBLIC COMMENTS

Colleen Halbert  
Deputy Mayor Pro Tem

PRESENTATION ITEMS

Keep Murphy Beautiful Presentation by MMS Environmental Club

Dennis Richmond  
Councilmember

CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

Scott Bradley  
Councilmember

Bernard Grant  
Councilmember

Dave Brandon  
Councilmember

- A. Consider and/or act upon the approval of the minutes from the Regular City Council meeting of September 18, 2012.
- B. Consider and/or act on approval of an amended and restated Beautification Easement Agreement with Allen & Loucks Venture, L.P.
- C. Consider and/or act on the approval of an ordinance amending PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road.
- D. Consider and take appropriate action, if any, on an ordinance amending Section 9.100 of the Fee Schedule, water rates.
- E. Consider and take appropriate action, if any, on an ordinance amending Section 8.300 of the Fee Schedule, solid waste rates.

James Fisher  
City Manager

INDIVIDUAL CONSIDERATION

1. Consider and take appropriate action, if any, on a request for sewer service to 605 Kinney Drive.
2. Consider and/or act upon the proposed Lease Agreement between the City of Murphy and PSA (Plano Sports Authority).
3. Consider and/or act upon the proposed infrastructure improvements for Central Park and PSA (Plano Sports Authority).
4. Discussion on Boards and Commissions, their descriptions and roles and also review the appointment process.

CITY MANAGER/STAFF REPORTS

- TML Annual Conference, November 13-16, Gaylord Texan Conference Center
- North Murphy Road
- Liberty Ridge Park Dedication – Saturday, October 6, 2012, 9:30am
- Murphy Historical Society 1<sup>st</sup> Birthday Celebration – October 11, 2012, 7:00pm, MCC

EXECUTIVE SESSION

The City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving:

- a) George Parker and Parker Tree Services.
- b) Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682
- c) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- d) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

§ 551.072 DELIBERATION REGARDING REAL PROPERTY – to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

§ 551.071. Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: to receive legal advice regarding planning and zoning issues regarding city development regulations, standards and conditions, city zoning regulations, contractual issues involving public improvements and related issues.

§ 551.074 PERSONNEL MATTERS - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager.

RECONVENE INTO REGULAR SESSION

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

§551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving:

- e) George Parker and Parker Tree Services.
- f) Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682
- g) Susan Kinder-Alessio v. City of Murphy, et. al., Civil Action No. 4:12-CV-000493-RC-ALM
- h) Michael Cantrell v. City of Murphy, et. al, Cause No. 6:09-cv-225.

§ 551.072 DELIBERATION REGARDING REAL PROPERTY – to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

§ 551.071. Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act: to receive legal advice regarding planning and zoning issues regarding city development regulations, standards and conditions, city zoning regulations, contractual issues involving public improvements and related issues.

§ 551.074 PERSONNEL MATTERS - to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee – City Manager.

ADJOURNMENT

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, TX 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on September 28, 2012 by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

Kristen Roberts, Acting City Secretary

In compliance with the American with Disabilities Act, the City of Murphy will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the Acting City Secretary at 972.468.4006 or [kr Roberts@murphytx.org](mailto:kr Roberts@murphytx.org)



MINUTES  
MURPHY CITY COUNCIL  
REGULAR CITY COUNCIL MEETING  
SEPTEMBER 18, 2012 AT 6:00 P.M.  
206 NORTH MURPHY ROAD  
MURPHY, TEXAS 75094

CALL TO ORDER

Mayor Baldwin called the meeting to order at 6:00 p.m.

INVOCATION & PLEDGE OF ALLEGIANCE

Councilmember Richmond gave the invocation and led the Pledge of Allegiance

ROLL CALL & CERTIFICATION OF A QUORUM

Nancy Meadows certified a quorum with the following members present:

Bret Baldwin  
Mayor

Mayor Bret Baldwin

John Daugherty  
Mayor Pro Tem

Mayor Pro Tem John Daugherty

Colleen Halbert  
Deputy Mayor Pro Tem

Deputy Mayor Pro Tem Colleen Halbert

Councilmember Dennis Richmond

Councilmember Scott Bradley

Councilmember Bernard Grant

Dennis Richmond  
Councilmember

Councilmember Dave Brandon was absent.

Scott Bradley  
Councilmember

PUBLIC COMMENTS

There were no public comments.

Bernard Grant  
Councilmember

CONSENT AGENDA

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

Dave Brandon  
Councilmember

- A. Approval of the minutes from the Regular City Council Meeting of August 28, 2012.
- B. Approval of the minutes from the Regular City Council Meeting of September 4, 2012.
- C. Consider and/or act upon changing an alternate Planning & Zoning Commissioner to an acting Planning & Zoning Commissioner.
- D. Consider and/or act on the application of the City of Murphy requesting approval of a construction plat for a re-plat of the Murphy Municipal Complex.
- E. Consider and/or act upon a resolution dedicating in perpetuity eight (8) acres of open space parkland permanently in Murphy Central Park as required by the Texas Parks and Wildlife Department grant award and rescind Resolution 12-R-761.

James Fisher  
City Manager

- F. Consider and/or act on the submission of an Official Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election.
- G. Consider and/or act upon authorizing the City Manager to sign a Memorandum of Understanding (MOU) with the City of Wylie for Automatic Assistance between Murphy and Wylie Fire Departments.
- H. Consider and/or act on the approval of an ordinance regarding the SUP (with conditions) to allow a drive-through window for a Del Taco on property zoned PD (Planned Development) District No. 09-02-784 for Retail Uses on property located at 102 N. Murphy Road, NE corner of FM 544. (ZF 2012-02)

**Council Action**

Councilmember Daugherty moved to approve the consent agenda as presented. Councilmember Bradley seconded the motion which passed unanimously by a vote of 6-0.

**PUBLIC HEARINGS**

- 1. Hold a public hearing and consider and/or act on amending PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road. (this ordinance includes Murphy Marketplace, The Crossing at Murphy Marketplace and the Park Tract)

**Staff Comments**

City Manager James Fisher explained that the Ordinance was adopted several years ago, and as development has progressed, different challenges and changes have come forth. Council had asked staff to review the Planned Development, look at ways it could be cleaned up, and look at the various uses. One of the things Council asked was for items that were not sales tax generating businesses, consider placing them in the Specific Use Permits section. Staff was asked to clean up some of the language to make the document easier to understand. The item went before Planning & Zoning and was approved.

Kristen Roberts, Director of Economic and Community Development, gave a brief overview in explanation of the proposed changes to the Ordinance. Ms. Roberts stated that Council had asked staff to review the permitted use section and explained that staff had thoroughly reviewed the Planned Development, met with the City Attorney, and also met with the property owner. She stated that Planning and Zoning had approved unanimously. In the motion, Planning

and Zoning asked that Council include a definition of high quality restaurants. A proposed definition was included in the agenda packet. She stated that staff recommended approval.

**Council Action**

Mayor Baldwin opened the public hearing at 6:05 p.m.

Eric Langford spoke on behalf of the three main property owners of Murphy Marketplace. He stated that he was not opposed to the clean up items. He voiced his concerns with the permitted uses.

There was a discussion between Mr. Langford and Council regarding the proposed changes.

There being no one else who wished to speak, Mayor Baldwin closed the public hearing at 6:15 p.m.

**Council Discussion**

There was a discussion regarding retail stores, including definition of retail.

Kristen Roberts explained that the zoning ordinance does have a section of all the definitions the City follows. She explained that retail store and general retail store are definitions that fall into that section.

The City Council, City Staff and Mr. Langford discussed definitions for retail establishments.

Mr. Fisher explained that the City can't list every type of retail. When a business comes in, the City looks at the type of business to determine where it falls.

Mr. Fisher read the definition for a high quality restaurant.

After discussion, Councilmember Daugherty stated that Mr. Langford had asked about removing number 13, Finance, and putting it under Offices. Councilmember Daugherty stated that he would like to move number 13 into number 23 and include all of them to require a Specific Use Permit.

The City Council and Mr. Langford further discussed the high quality restaurant.

**Council Action**

Councilmember Halbert moved to approve the amendments to Planned Development District, including revising the development conditions, plans and specific regulations for the district, including without limitations, permitted land uses for the district, moving number 13 to 23 under Office and all

permitted by SUP and defining high quality restaurant as presented to Council. Councilmember Daugherty seconded the motion which passed by a unanimous vote of 6 to 0.

#### INDIVIDUAL CONSIDERATION

2. Consider and/or act upon approval of an Ordinance adopting the fiscal year 2012-2013 budget and appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness, and appropriating funds to support the City of Murphy for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013.

#### **Staff Comments**

City Manager James Fisher stated that two public hearings had been held. He stated that staff recommended approval. He then gave a brief overview of the proposed budget for Fiscal Year 2012 – 2013.

#### **Council Action**

Councilmember Daugherty moved to approve an Ordinance adopting the Fiscal Year 2012-2013 budget and appropriating funds to a sinking fund to pay interest and principal on the City's indebtedness, and appropriating funds to support the City of Murphy for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013. Councilmember Bradley seconded the motion which passed by a unanimous vote of 6 -0.

3. Consider and/or act upon ratifying the property tax revenue increase reflected in the 2012-2013 fiscal year budget.

#### **Staff Comments**

Mr. Fisher explained that the City was proposing a tax rate of \$0.5700 for FY 2013.

#### **Council Action**

Councilmember Halbert moved to approve ratifying the property tax revenue increase reflected in the budget for the 2012-2013 Fiscal Year. Councilmember Daugherty seconded the motion which passed by a unanimous vote of 6-0.

4. Consider and/or act upon approval of an Ordinance adopting the FY 2012-2013 Annual Tax Rate.

#### **Staff Comments**

Mr. Fisher gave a brief over view of the proposed FY 2012-2013 Annual Tax Rate.

#### **Council Action**

Councilmember Halbert moved to approve a property tax rate increase by adoption of a Maintenance and Operation tax rate of \$0.329495, an Interest and Sinking rate of \$0.240505 for a Total Tax Rate of \$0.5700 which is effectively a 2.35% increase in the tax rate and to approve an Ordinance fixing and levying Municipal Ad Valorem Taxes for Fiscal Year beginning October 1, 2012 and ending September 30, 2013 and for each fiscal year thereafter until otherwise provided. Councilmember Daugherty seconded the motion which passed unanimously by a vote of 6-0.

**EXECUTIVE SESSION**

Mayor Baldwin announced that the City Council would convene in a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§ 551.072 DELIBERATION REGARDING REAL PROPERTY – to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

The City Council convened into executive session at 6:38 p.m.

**RECONVENE INTO REGULAR SESSION**

The City Council reconvened into regular session at 7:20 p.m.

**Council Action**

No action was taken as a result of the executive session.

5. Consider and/or act upon the proposed Lease Agreement between the City of Murphy and PSA (Plano Sports Authority).

**Council Action**

No action was taken on the proposed Lease Agreement with PSA (Plano Sports Authority).

6. Consider and/or act upon the proposed infrastructure improvements for Central Park and PSA (Plano Sports Authority).

**Council Action**

No action was taken on the proposed infrastructure improvements for Central Park and PSA (Plano Sports Authority).

7. Consider and/or take action, if any, upon the Murphy Animal Shelter Concept Design Description by Quorum.

**Staff Comments**

Mr. Fisher explained that about a year ago, Council had authorized staff to go out and prepare a report regarding a proposed animal shelter. Mr. Fisher stated that the report had been presented to Council. Mr. Fisher stated that \$500,000 was appropriated in the FY 2012-2013 budget for an animal shelter. Mr. Fisher explained that the animal shelter was now being considered to be placed near the current animal shelter. Mr. Fisher suggested holding a workshop for discussion of the animal shelter. Mr. Fisher then recognized Tammy Drake, Animal Control Officer.

Tammy Drake spoke in explanation of the proposed animal shelter, the current shelter and answered questions from the City Council.

The City Council, Ms. Drake and Mr. Fisher discussed different concerns with the Murphy Animal Shelter Concept Design Description by Quorum. There was a discussion of more accurate figures, different options for a shelter, space needed, number of runs needed, quarantines, building on to the existing facility, number of dogs and cats received per year from Murphy and from Parker, number euthanized, help from Operation Kindness, adoptions, present and future needs, etc.

**Council Action**

No action was taken. A workshop will be scheduled for consideration of the proposed animal shelter.

**CITY MANAGER/STAFF REPORTS**

City Manager James Fisher reported on the following:

- Murphy Maize Days and 3<sup>rd</sup> Annual 5K/Fun Run, September 29
- Murphy Historical Society will celebrate their first birthday on October 11, 2012.
- Dedication of Liberty Park, October 6 at 9:30 a.m.
- TML Annual Conference, November 13-16, Gaylord Texan Conference Center
- North Murphy Road
- Ground breaking for the Methodist Richardson Medical Center on September 27, 2012 at 10:00 a.m.

**EXECUTIVE SESSION**

The City Council will hold a closed Executive Session pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, in accordance with the authority contained in:

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving George Parker and Parker Tree Services.

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682.

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Susan Kinder-Alessio v. Sarah Helms-Asmore, Aaron McCarty, Snow Robertson, G.M. Cox, & City of Murphy, Civil Action No. 4:12-CV-000493-RC-ALM

**Council Action**

The City Council convened into executive session at 7:43 p.m.

RECONVENE INTO REGULAR SESSION

**Council Action**

The City Council reconvened into Regular Session at 7:52 p.m.

The City Council will reconvene into Regular Session, pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation involving George Parker and Parker Tree Services.

**Council Action**

No action was taken.

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Johnny Boles v. City of Murphy, et al., Civil Action No. 4:11-cv-682.

**Council Action**

No action was taken.

§ 551.071 Consultation with City Attorney regarding pending litigation or contemplated litigation or settlement offer involving Susan Kinder-Alessio v. Sarah Helms-Asmore, Aaron McCarty, Snow Robertson, G.M. Cox, & City of Murphy, Civil Action No. 4:12-CV-000493-RC-ALM

**Council Action**

No action was taken.

ADJOURNMENT

With no further business, the meeting was adjourned at 7:52 p.m.

APPROVED:

\_\_\_\_\_  
Bret Baldwin, Mayor

ATTEST:

\_\_\_\_\_  
Kristi Gilbert, City Secretary

**City Council Meeting  
October 2, 2012**

**Issue**

Consider and/or act on approval of an amended and restated Beautification Easement Agreement with Allen & Loucks Venture, L.P.

**Background**

This item was being reviewed in conjunction with the recently approved Del Taco Special Use Permit and Site Plan. A piece of property included in the site plan is owned by the City of Murphy. The Beautification Easement is approximately 9,570 square feet (or 0.22 acres) and faces Murphy Road at the west side of the Del Taco property.

There is a Beautification Easement Agreement between the City of Murphy and Allen & Loucks Venture, L.P. specific to this property that was drafted in 2007.

The Beautification Easement Agreement has now been administratively improved and amended to reflect correct information and good exhibits.

**Considerations**

1. The recorded Beautification Easement had confusing and incorrect exhibit maps attached to the recorded instrument.
2. Developer has now provided good exhibit maps for the easement.
3. Additionally, the recorded easement had references to the wrong/outdated sections of the Subdivision Regulations and no reference to the Murphy Marketplace Planned Development District ordinance which are now being referenced.
4. The Developer has agreed to the amendments and has signed/notarized copies for processing pending City Council approval.

**Staff Recommendation**

Motion to approve the amended and restated Beautification Easement Agreement with Allen & Loucks Venture, L.P.

**Attachments**

Amended and Restated Beautification Agreement

*Kristen Roberts, Director of Economic and Community Development*

**Submitted By**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**AMENDED AND RESTATED BEAUTIFICATION EASEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**THIS AMENDED AND RESTATED BEAUTIFICATION EASEMENT** (the "Amended Beautification Easement" or the "Agreement") given this \_\_\_\_ day of \_\_\_\_\_, 2012, by the City of Murphy, Texas, a Texas home rule municipal corporation, (hereinafter "Grantor"), whose address is 206 North Murphy Road, Murphy, Texas 75094, to Allen & Loucks Venture, L.P., a Texas limited partnership, whose address is 5924 Twin Coves, Dallas, Texas 75248 (hereinafter "Grantee"), Grantor and Grantee may hereafter be collectively referred to as the "parties."

**WHEREAS**, Grantor is the owner of that certain tract of land located in Collin County, Texas described in **Exhibit "A"** attached hereto (hereinafter referred to as the "City Tract"); and

**WHEREAS**, Grantee is the owner of certain real property located adjacent to the City Tract described in **Exhibit "B"** attached hereto, and intends to develop said real property as a multi-tenant shopping center (the "Shopping Center"); and

**WHEREAS**, Grantor has agreed to allow Grantee to beautify, improve and maintain the City Tract, pursuant to the terms of this Agreement; and

**WHEREAS**, Grantee, in connection with said development, desires to beautify and improve the City Tract at its expense in order to enhance the visual appeal of the Shopping Center; and

**WHEREAS**, Grantor and Grantee previously entered into a Beautification Easement dated November 19<sup>th</sup>, 2007, recorded in the Real Property Records of Collin County, Texas, Instrument No. 20100119000053940 (the "Original Beautification Easement") governing the parties' respective rights and responsibilities as to the improvement and maintenance of the City Tract; and

**WHEREAS**, Grantor and Grantee desire to amend the Original Beautification Easement to further establish and describe their respective rights and responsibilities relative to the improvement and maintenance of the City Tract.

**NOW, THEREFORE**, Grantor hereby conveys this Amended Beautification Easement to Grantee and Grantee accepts this Amended Beautification Easement and the parties agree to the following:

1. Grantor, its successors, assigns and transferees, hereby grants, sells and conveys a perpetual non-exclusive easement to Grantee over and across the City Tract (the "Easement Property") for the purpose of the improvement, beautification and maintenance of the City Tract, as set forth herein.

2. Grantee agrees that it shall, at its expense, improve the Easement Property pursuant to the requirements of City of Murphy PD District Ordinance No. 09-02-784, as amended ("Ordinance No. 09-02-784"), the terms of which are incorporated herein as though set out in full. Specifically, and without limiting the foregoing, Grantee may construct sidewalks, parking lots, pedestrian seating areas, and other amenities on the Easement Property at its expense. At its sole cost and expense, Grantee agrees to landscape the Easement Property in accordance with the requirements of Ordinance No. 09-02-784 and the Murphy Code of Ordinances, both of which may be amended from time to time, including, without limitation, Chapter 28, Article VI, *Landscape Standards*, and Article VII, *Tree Preservation*. Grantee agrees that, at no time, shall any of the amenities or landscaping impair access to and from the City Tract by Grantor, or Grantor's successors and assigns.

3. The parties agree that Grantee shall have the sole duty of maintenance and repair to the improvements and facilities on the City Tract, in its entirety.

4. Grantee shall have the right to remove from the Easement Property all existing fences, trees, shrubs, bushes, or other obstructions, which may interfere with the exercise of Grantee's rights and duties hereunder; and Grantor expressly covenants and agrees for itself and its successors and assigns, not to place or permit any new improvements, structures, or obstructions of any kind on the Easement Property during the term hereof, such that except as set forth herein, no buildings, structures or impediments of any nature may be constructed, placed or permitted on, over or across the Easement Property by Grantee. No dumping or trash or unsightly or offensive materials shall be permitted on the Easement Property. No fencing shall be permitted on the Easement Property.

5. No rights to the general public to any part of the Easement Property are being conveyed.

6. Grantor does further grant, sell, convey and assign unto Grantee and to its successors and assigns a perpetual utility easement (the "Utility Easement") to use the Easement Property to place, construct, operate, maintain, repair, and use water, sewer, electrical, cable, and gas lines (the "Utilities") within the Easement Property.

7. Grantor also grants to Grantee a perpetual non-exclusive access and utility easement to enter upon and cross over the Easement Property, for pedestrian and vehicular ingress and egress, to construct, operate, maintain, and repair, the Easement Property and the Utilities and to place, repair, and maintain, above or below ground power lines, poles or conduits as may be necessary.

8. Grantee shall be responsible for all expenses associated with the construction, operation, repair and maintenance of the Utilities. The use of the Utilities by Grantee and the exercise of Grantee's rights hereunder shall be subject to all applicable laws.

9. In the exercise of the Grantee's rights hereunder, Grantor hereby grants Grantee a temporary construction easement (the "Temporary Construction Easement") to, enter upon, and through the Easement Property for the purposes of permitting Grantee to construct the improvements contemplated herein, together with the right and privilege at all times of Grantee to reasonable access for the purpose of constructing the improvements.

10. Grantee shall, at all times during the term of this Amended Beautification Easement maintain commercial general liability insurance for claims for personal injury, death or property damage

covering claims which may arise out of or from the construction of the improvements to the Easement Property with limits of not less than \$1,000,000.00 in respect to death or injury of a single person and not less than \$3,000,000.00 in respect to any one accident.

11. Grantor reserves all rights as owner of the Easement Property, including the right to engage in uses of the Easement Property that are not limited herein and which are not inconsistent with any ordinance, regulation or development permit, and the intent and purposes of this Amended Beautification Easement.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor in interest, as set forth in the opening paragraph of this Agreement.

13. This Amended Beautification Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, successors or assigns, which shall be filed in the public records of Collin County.

TO HAVE AND TO HOLD the easement herein granted unto Grantee, its successors and assigns; and, subject to the reservations and terms hereof, Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto Grantee, its successors and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, but subject to the reservation herein set forth and to those matters of record in Collin County, Texas affecting title to the Easement Property.

14. This Amended Beautification Easement shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of any portion of the City Tract and the Shopping Center and their successors and assigns, it being the intention of the parties that this Amended Beautification Easement be perpetual.

15. If any provision of this Amended Beautification Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Amended Beautification Easement shall not be affected thereby, as long as the purpose of this Amended Beautification Easement is preserved.

16. Enforcement of the terms, provisions and restrictions of this Amended Beautification Easement shall be at the reasonable discretion of the parties, and any forbearance on behalf of the parties to exercise its rights hereunder in the event of any breach hereof by either, shall not be deemed or construed to be a waiver of any rights hereunder.

17. The terms and conditions of this Amended Beautification Easement may be enforced by the parties by injunctive relief and other appropriate available remedies, and in any enforcement action, the prevailing party shall be entitled to recover reasonable attorney's fees and costs in the trial and appellate courts.

IN WITNESS WHEREOF, Grantor and Grantee have hereunder executed this instrument the day and year first written above.

**GRANTOR:**

**CITY OF MURPHY, TEXAS**  
A Texas home rule municipal corporation

By: \_\_\_\_\_  
Bret M. Baldwin, Mayor

**AGREED AND ACCEPTED BY:**

**GRANTEE:**

Allen & Loucks Venture, L.P.  
a Texas limited partnership

By: Quiet Bay Company, LLC  
a Texas limited liability company,  
its General Partner

By:  \_\_\_\_\_  
Name: Eric Langford  
Title: Sole Member

**ACKNOWLEDGEMENT**

**STATE OF TEXAS §**  
**§**  
**COUNTY OF COLLIN §**

Before me, the undersigned authority, on this day personally appeared **Bret M. Baldwin**, Mayor of the City of Murphy, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same in the capacity indicated, as the act and deed of said municipal corporation, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2012.

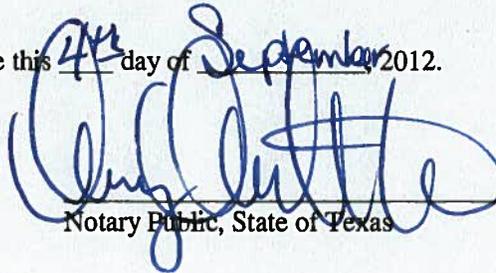
\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGEMENT**

**STATE OF TEXAS §**  
**§**  
**COUNTY OF COLLIN §**

Before me, the undersigned authority, on this day personally appeared **Eric Langford**, as Sole Member of Quiet Bay Company, LLC, a Texas limited liability company, General Partner of Allen & Loucks Venture, L.P., a Texas limited liability partnership, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same in the capacity indicated, as the act and deed of said partnership, and for the purposes and consideration therein expressed.

Given under my hand and seal of office this 4<sup>th</sup> day of September, 2012.

  
Notary Public, State of Texas



**GRANTOR'S ADDRESS:**

City of Murphy  
206 N. Murphy Road  
Murphy, Texas 75094

**GRANTEE'S ADDRESS:**

Allen & Loucks Venture, L.P.  
5924 Twin Coves  
Dallas, Texas 75248

**When Recorded, Return Original To:**

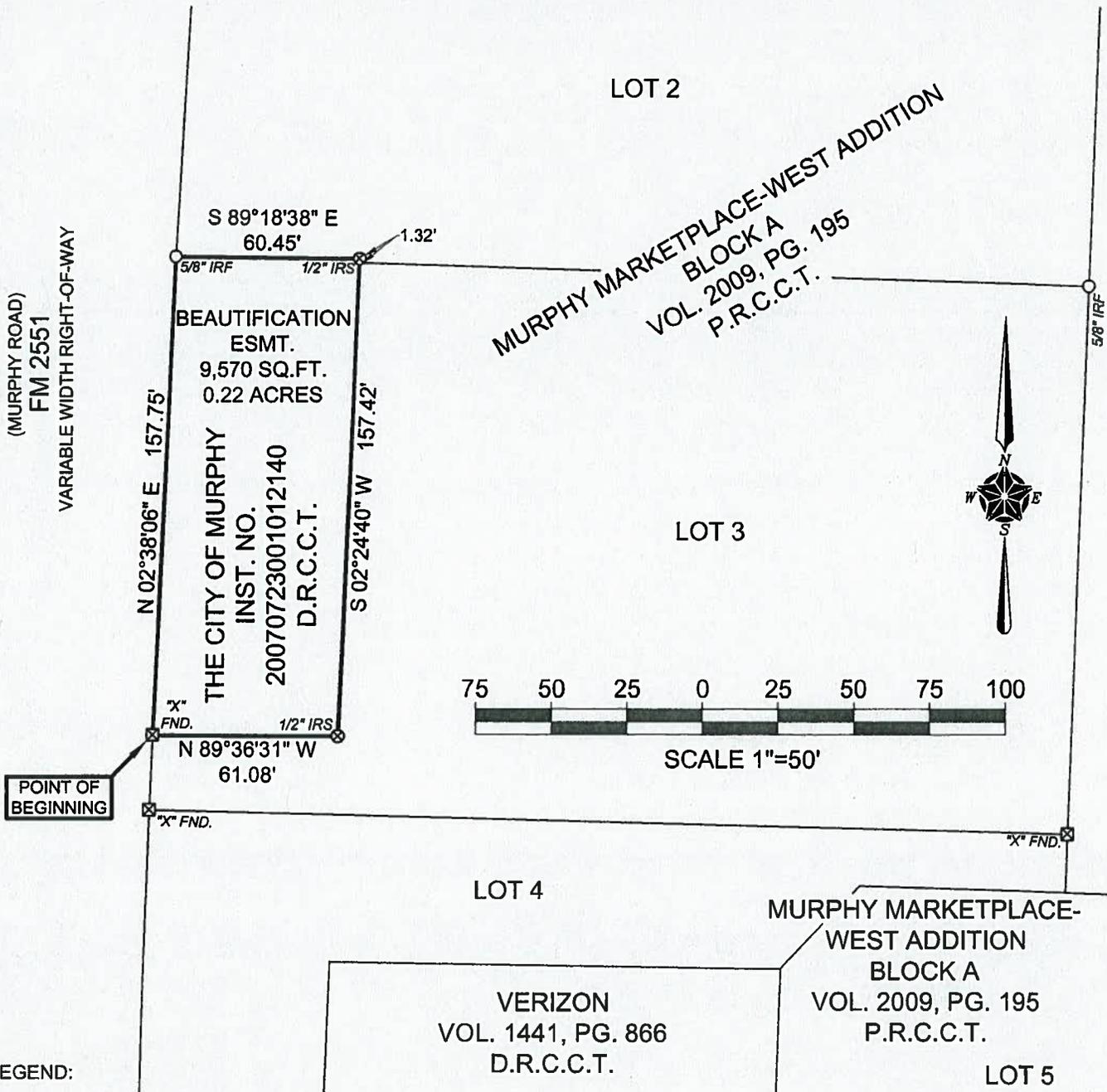
**James Fisher, City Manager**  
**City of Murphy**  
**206 N. Murphy Rd.**  
**Murphy, TX 75094**

**Exhibit "A"**

**Exhibit "B"**

**"EXHIBIT A"**  
**BEAUTIFICATION EASEMENT**

JAMES W. MAXWELL SURVEY, ABSTRACT NO. 582, CITY OF MURPHY, COLLIN COUNTY, TEXAS



**LEGEND:**

- IRS IRON ROD SET WITH YELLOW CAP STAMPED "TXHS"
- IRF IRON ROD FOUND
- "X" FND. AN "X" FOUND IN CONCRETE
- D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS
- P.R.C.C.T. PLAT RECORDS, COLLIN COUNTY, TEXAS
- SQ.FT SQUARE FEET
- VOL. PG. VOLUME, PAGE

BEARINGS ARE BASED ON LOTS 2 AND 3, BLOCK A, MURPHY MARKETPLACE-WEST ADDITION, AN ADDITION TO THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2009, PAGE 195, PLAT RECORDS, COLLIN COUNTY, TEXAS.



TEXAS HERITAGE SURVEYING, INC.  
10610 Metric Drive, Suite 124, Dallas, TX 75243  
Office 214-340-9700 Fax 214-340-9710  
txheritage.com

JOB# 1200229-3  
DATE: August 7, 2012  
Page 2 of 2  
Scale: 1" - 50'

**"EXHIBIT A"**  
**BEAUTIFICATION EASEMENT**

JAMES W. MAXWELL SURVEY, ABSTRACT NO. 582, CITY OF MURPHY, COLLIN COUNTY, TEXAS

Being a 9,570 square feet (0.22 acre) tract of land situated in the James W. Maxwell Survey, Abstract No. 582 in the City of Murphy, Collin County, Texas, and being all of a tract of land conveyed to the City of Murphy by deed recorded in Instrument No. 20070723001012140, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an "X" found in the East line of Murphy Road (FM 2551)(a variable width right-of-way), said point being the most Western Northwest corner of Lot 3, Block A, Murphy Marketplace - West Addition, an addition to the City of Murphy, Collin County, Texas, according to the plat thereof recorded in Volume 2009, Page 195, Plat Records, Collin County, Texas;

Thence North 02 degrees 38 minutes 06 seconds East, along the East line of said FM 2551, a distance of 157.75 feet to a 5/8 inch iron rod found at the most Western Southwest corner of Lot 2 of said Murphy Marketplace - West Addition;

Thence South 89 degrees 18 minutes 38 seconds East, leaving the East line of said FM 2551 and along the most Western South line of said Lot 2, a distance of 60.45 feet to a 1/2 inch iron rod set with yellow cap stamped "TXHS" at an interior ell corner in said Lot 2;

Thence South 02 degrees 24 minutes 40 seconds West, passing the most Eastern Southwest corner of said Lot 2 at a distance of 1.32 feet, and continuing along the most Eastern West line of said Lot 3 for a total distance of 157.42 feet to a 1/2 Inch Iron rod set with yellow cap stamped "TXHS" at an Interior ell corner in said Lot 3;

Thence North 89 degrees 36 minutes 31 seconds West, along the most Western North line of said Lot 3, a distance of 61.08 feet to the Point of Beginning and containing 9,570 square feet or 0.22 acres of land.

LEGEND:

IRS	IRON ROD SET WITH YELLOW CAP STAMPED "TXHS"
IRF	IRON ROD FOUND
"X" FND.	AN "X" FOUND IN CONCRETE
D.R.C.C.T.	DEED RECORDS, COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS, COLLIN COUNTY, TEXAS
SQ.FT	SQUARE FEET
VOL. PG.	VOLUME, PAGE



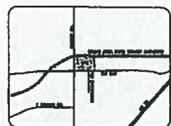
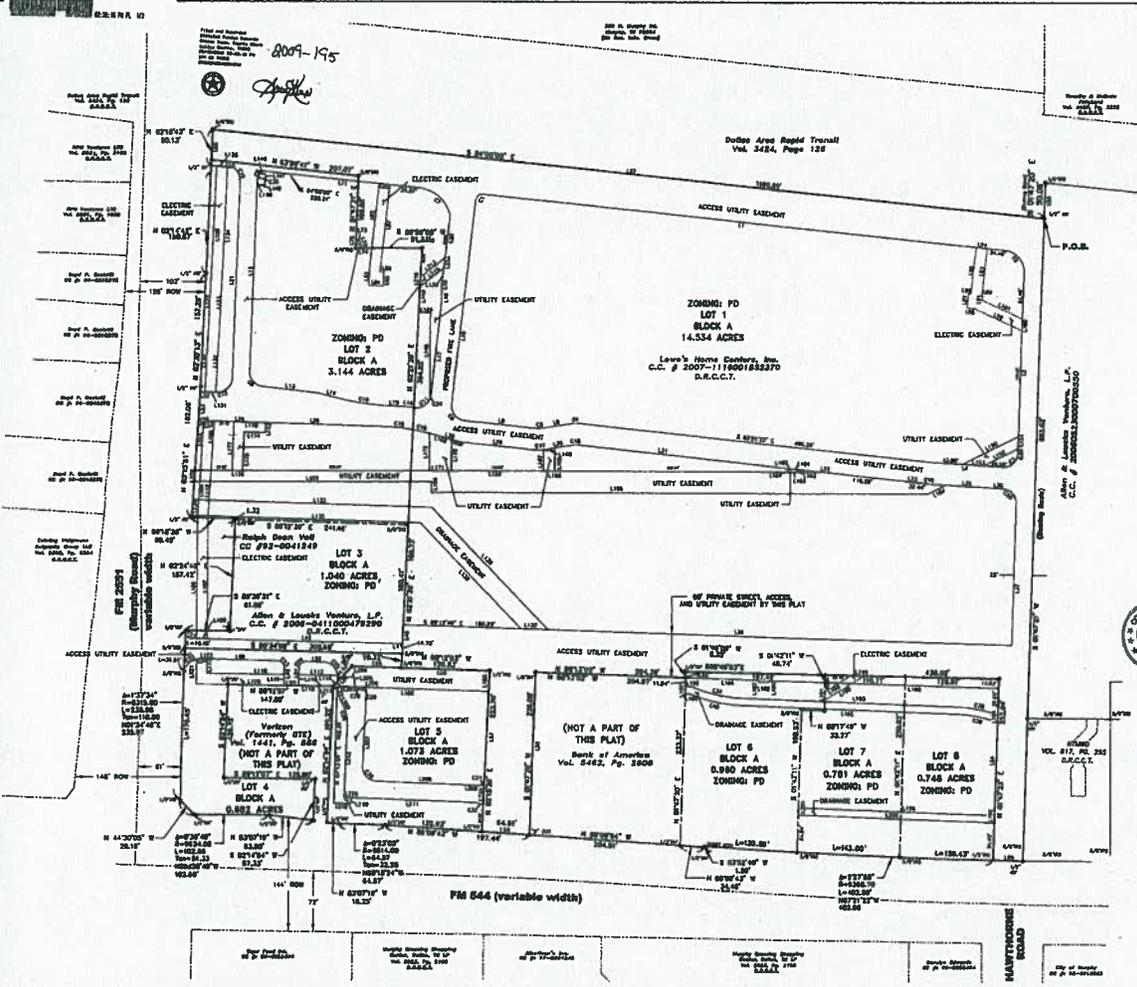
TEXAS HERITAGE SURVEYING, INC.  
10610 Metric Drive, Suite 124, Dallas, TX 75243  
Office 214-340-9700 Fax 214-340-9710  
txheritage.com

*Gary E. Johnson*  
Gary E. Johnson, P.P.L.S.# 5299



BEARINGS ARE BASED ON LOTS 2 AND 3, BLOCK A, MURPHY MARKETPLACE-WEST ADDITION, AN ADDITION TO THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2009, PAGE 195, PLAT RECORDS, COLLIN COUNTY, TEXAS.

JOB# 1200229-3  
DATE: August 7, 2012  
Page 1 of 2



NOTES: Being a preliminary plat, this plat is subject to a final plat which will be filed in the public records of Collin County, Texas.

OWNER'S NOTES: The owner warrants that the plat is a true and correct representation of the land shown and that the plat is in compliance with all applicable laws and regulations.

- SURVEYOR'S NOTES:**
1. THIS PLAT IS A RE-PLAT OF THE PART OF THE PLAT RECORDED IN COLLIN COUNTY, TEXAS, RECORDS BOOK 100, PAGE 100, AS RECORDED IN COLLIN COUNTY, TEXAS, RECORDS BOOK 100, PAGE 100.
  2. ALL CORNER MARKS AS SHOWN ARE TO BE MAINTAINED AND NOT TO BE MOVED OR ALTERED WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.
  3. THIS PLAT IS A RE-PLAT OF THE PART OF THE PLAT RECORDED IN COLLIN COUNTY, TEXAS, RECORDS BOOK 100, PAGE 100, AS RECORDED IN COLLIN COUNTY, TEXAS, RECORDS BOOK 100, PAGE 100.
  4. THE SURVEYOR HAS BEEN ADVISED BY THE CITY OF MURPHY THAT THE PLAT IS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.



**FINAL PLAT OF THE MURPHY MARKETPLACE - WEST ADDITION**  
 BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8  
 BEING A RE-PLAT OF  
 BLOCK A, LOTS 1, 2, AND 4 OF THE  
**MURPHY TOWN CENTER ADDITION**  
 AN ADDITION TO THE CITY OF MURPHY, TEXAS  
 AS RECORDED IN CABINET P. SLIDE 44 OF THE  
 PLAT RECORDS OF COLLIN COUNTY, TEXAS  
 SITUATED IN THE  
 22.868 ACRES  
 OWNER/DEVELOPER ALLEN & LOUISA VENTURE LP  
 8922 TIMOTHY  
 DALLAS, TEXAS 75248  
 972-758-1332  
 CONTACT: CEC LANGFORD  
**Bohannon & Boston**  
 318 South Loop West, Suite 100, Dallas, TX 75219 (972) 382-0001  
 CERTIFIED SURVEYORS • REGISTERED PROFESSIONALS  
 THIS PLAT IS FILED IN CABINET P. SLIDE 44 OF THE  
 PLAT RECORDS FOR COLLIN COUNTY, TEXAS.  
 DECEMBER 2008 SHEET 1 OF 3

**Issue**

Consider and/or act on the approval of an ordinance amending PD (Planned Development) District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including, without limitation, permitted land uses for the district comprised of 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy and located at the northeast corner of East FM 544 and North Murphy Road. (This ordinance includes Murphy Marketplace, The Crossing at Murphy Marketplace and the Park Tract)

**Staff Resource/Department**

Kristen Roberts, Director of Community and Economic Development

**Summary**

On September 18, 2012, the City Council moved to approve the amendments to the Planned Development District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including without limitations, permitted land uses for the district, moving Financial Services (Advise/Invest) under Office and all Office Uses are permitted by SUP and defining high quality restaurant as presented to Council.

**Considerations**

1. Approved definition for "high quality restaurant":  
All restaurants in the Planned Development District shall be High Quality Restaurants. High Quality Restaurants shall include restaurants with table seating and table service and dining; cafeteria style service with table dining; or counter seating and service with a full bar service. High Quality Restaurants do not include restaurants with counter seating and service without a full service bar; that primarily serve fast food with a menu above the counter and little or no wait staff; that primarily serve take-out food; or that have a drive-through.

**Staff Recommendation**

Motion to approve an ordinance amending the Planned Development District (Ordinance No. 09-02-784) for Retail Uses, including revising the development conditions, plans and specific regulations for the district, including without limitations, permitted land uses for the district, moving Financial Services (Advise/Invest) under Office and all Office Uses are permitted by SUP and defining high quality restaurant as presented to Council.

**Attachments**

Amended Ordinance with Exhibits

*Kristen Roberts, Director of Community and Economic Development*  
**Submitted By**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, CODIFIED IN CHAPTER 86 OF THE CODE OF ORDINANCES OF THE CITY OF MURPHY, BY AMENDING AN EXISTING PLANNED DEVELOPMENT DISTRICT FOR RETAIL USES COMMONLY KNOWN AS THE MURPHY MARKETPLACE, THE CROSSING AT MURPHY MARKETPLACE AND THE PARK TRACT, ON APPROXIMATELY 74.33 ACRES OUT OF THE JAMES MAXWELL SURVEY, ABSTRACT NO. 582, LOCATED IN THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES, AMENDING AND APPROVING THE PLANNED DEVELOPMENT CONDITIONS, PLANS AND SPECIFIC REGULATIONS FOR THE DISTRICT, INCLUDING WITHOUT LIMITATION, PERMITTED LAND USES FOR THE DISTRICT ATTACHED HERETO AS EXHIBIT "B", APPROVING A CONCEPT PLAN ATTACHED HERETO AS EXHIBIT "C", APPROVING A LANDSCAPE PLAN ATTACHED HERETO AS EXHIBIT "D", APPROVING AN EXTERIOR ELEVATION PLAN ATTACHED HERETO AS EXHIBIT "E", APPROVING A SIGNAGE PLAN ATTACHED HERETO AS EXHIBIT "F", APPROVING AN AMENITIES PLAN ATTACHED HERETO AS EXHIBIT "G" AND APPROVING A NORTH MAXWELL CREEK ROAD PLAN ATTACHED HERETO AS EXHIBIT "H"; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A CUMULATIVE/REPEALER CLAUSE, PROVIDING A PENALTY CLAUSE, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Ordinance Nos. 00-10-504, 00-10-505 and 00-10-506, adopted on October 16, 2000, changed the zoning for the property described in this ordinance from LC/R (Light Commercial/Retail) District, AG (Agricultural) District, SF-1 (Single Family) District, PD/LC (Planned Development Light Commercial) District to Planned Development-Central Business District otherwise known as the TC (Town Center) District; and

WHEREAS, Ordinance No. 06-11-707, adopted on November 4, 2006, changed the zoning for approximately 48.18 acres of the property described in this ordinance from TC (Town Center) District to PD (Planned Development) District for Retail Uses for a development known

then as the Murphy Marketplace and now known as the Murphy Marketplace and The Crossing at Murphy Marketplace; and

**WHEREAS**, on January 11, 2007, Allen & Loucks Venture, L.P. ("Developer") entered into three separate but related economic development incentive agreements with the City of Murphy, Texas, the City of Murphy Economic Development Corporation, and the City of Murphy Community Development Corporation, respectively, for Developer to receive financial assistance to establish a quality retail shopping center and lifestyle development within this PD (Planned Development) District by being provided with incentives to develop the property with quality sit down dining restaurants and similar quality retail establishments with the purpose of providing significant increases in the City's sales tax revenues; and

**WHEREAS**, Ordinance No. 08-08-758, adopted on August 18, 2008, amended the PD (Planned Development) District for Retail Uses for approximately 13.795 acres of the property described in this ordinance by revising certain development conditions; and

**WHEREAS**, Ordinance No. 08-10-766, adopted on October 20, 2008, amended the PD (Planned Development) District for Retail Uses for approximately 48.18 acres of the property described in this ordinance by revising certain development conditions; and

**WHEREAS**, Ordinance No. 09-02-784, adopted on February 16, 2009, amended the PD (Planned Development) District for Retail Uses by extending the district to an additional 26.15 acres known as the Park Tract for a total of approximately 74.33 acres, revising the concept plan and certain development conditions; and

**WHEREAS**, this ordinance shall amend the PD (Planned Development) District for Retail Uses for the property described hereinbelow by in part revising the development conditions, plans and specific regulations for the PD (Planned Development) District as set forth

hereinbelow; and

**WHEREAS**, the Planning and Zoning Commission of the City of Murphy, Texas, and the City Council of the City of Murphy, Texas, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested, and the City Council of the City of Murphy is of the opinion and finds that said amendments, should be passed, approved and adopted and that the Comprehensive Zoning Ordinance should be amended as set forth herein.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, THAT:**

**Section 1.** All the above premises above are found to be true and correct and are incorporated into the body of this ordinance as if fully set forth herein.

**Section 2.** The Comprehensive Zoning Ordinance and Map of the City of Murphy, Texas, be, and the same are hereby amended so as to amend a PD (Planned Development) District for Retail Uses for the property described as 74.33 acres, more or less, in the James Maxwell Survey, Abstract No. 582, in the City of Murphy, Collin County, Texas, and more particularly described in Exhibit "A" attached hereto and made part hereof for all purposes.

**Section 3.** The development conditions, plans and regulations for this Planned Development District are attached hereto as Exhibit "B", and the same are hereby approved for said PD (Planned Development) District as required by Section 86-603, of the City of Murphy, Texas, Code of Ordinances.

**Section 4.** The concept plan, landscape plan, exterior elevation plan, signage plan, amenities plan and North Maxwell Creek Road plan for this PD (Planned Development) District

are attached hereto as Exhibits "C", "D", "E", "F", "G" and "H", respectively, and the same are hereby approved for said PD (Planned Development) District as required by Sections 86-603 and 86-604, of the City of Murphy, Texas, Code of Ordinances.

**Section 5.** Chapter 86 of the City of Murphy Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this ordinance.

**Section 6.** This ordinance shall amend the PD (Planned Development) District for Retail Uses for the property described herein as set forth in this ordinance and shall amend, repeal and supersede all prior amendments to the PD (Planned Development) District for Retail Uses for the property described herein to the extent of the amendments in this ordinance.

**Section 7. Severability Clause.** If any word, section, article, phrase, paragraph, sentence, clause or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of the Comprehensive Zoning Ordinance, Chapter 86 of the City of Murphy, Texas, Code of Ordinances, and the remaining portions shall remain in full force and effect.

**Section 8. Cumulative/Repealer Clause.** This ordinance shall be cumulative of all provisions of State or Federal law and other ordinances of the City of Murphy, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such other ordinances, in which event the conflicting provisions of such ordinances are hereby repealed to the extent of such conflict.

**Section 9. Penalty Clause.** Any person, firm or corporation violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Murphy, Texas, shall be punished by a fine not to exceed the sum of

two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

**Section 10. Effective Date.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Murphy, Texas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Bret M. Baldwin, Mayor  
City of Murphy

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, City Secretary  
City of Murphy

APPROVED AS TO FORM:

\_\_\_\_\_  
Wm. Andrew Messer, City Attorney  
City of Murphy

**EXHIBIT "A"**

PROPERTY

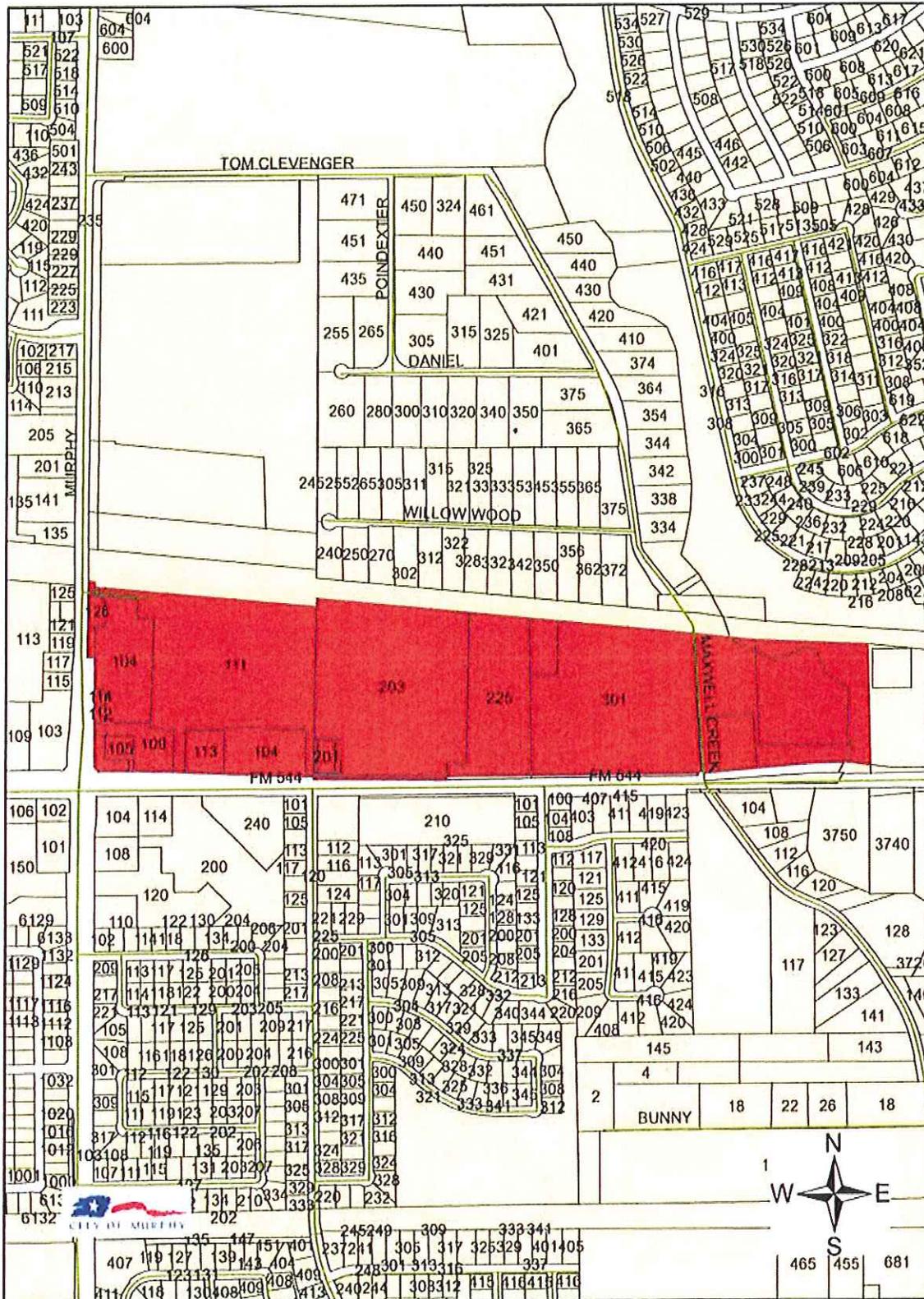
## **EXHIBIT A**

### **Legal Description**

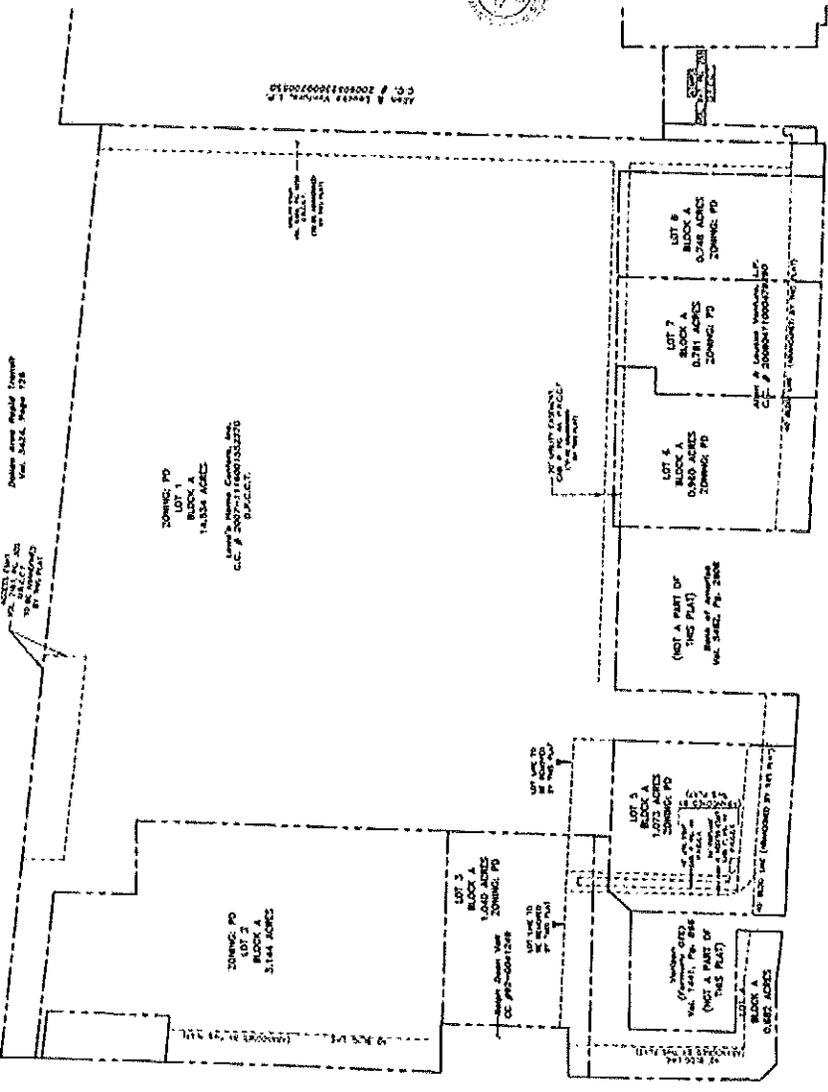
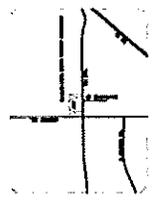
Being all of Murphy Marketplace West Addition, Murphy Marketplace East Addition, The Crossing at Murphy Marketplace Addition, and the Park Tract, City of Murphy, Collin County, Texas, and more particularly described in the attachments that follow:

**EXHIBIT A**

# Location Map - Zoning File 2009-01







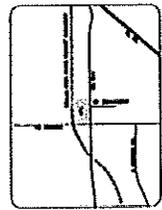
**S9757**

**MURPHY MARKETPLACE - WEST ADDITION**  
 BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8  
 BEING A REPLAT OF  
 BLOCK A, LOTS 1, 2, AND 4 OF THE  
**MURPHY TOWN CENTER ADDITION**  
 AN ADDITION TO THE CITY OF MURPHY, TEXAS  
 AS SHOWN ON PLAT NO. 2546 OF THE  
 PLAT RECORDS OF COLLIN COUNTY, TEXAS  
 PREPARED BY: [Name]  
 DATE: [Date]

**PREPARED BY:** [Name]  
**DATE:** [Date]  
**SCALE:** [Scale]  
**PLAT NO.:** [Plat No.]  
**SECTION:** [Section]  
**TOWNSHIP:** [Township]  
**RANGE:** [Range]

DATE: 12/16  
 [Signature]

FIG. 546 (variable width)



APPROVED BY: [Signature]
APPROVED BY: [Signature]
APPROVED BY: [Signature]
APPROVED BY: [Signature]



S9757

MURPHY MARKETPLACE - WEST ADDITION
BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8
BEING A REPLAT OF
BLOCK 4, LOTS 1, 2, 3, AND 4 OF THE
MURPHY TOWN CENTER ADDITION
AN ADDITION TO THE CITY OF MURPHY, TEXAS
AS RECORDED IN PLAT RECORDS OF COLLIN COUNTY, TEXAS.

22.968 ACRES
JAMES W. MARVELL SURVEY, ABSTRACT NO. 502
OWNER/DEVELOPER: ALVIN A. COOPER, RESORCE LP
2200 W. WOODWAY
SUITE 100
DALLAS, TEXAS 75224
CONTACT: DBC LOGGING
DALLAS, TEXAS 75224
817-750-2337

OVERSIGHT

The undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which would render the same false or misleading.

COMMENTS

This plat is subject to all existing laws, ordinances, rules, regulations, and orders of the City of Dallas, Texas, and the County of Dallas, Texas, and to all other laws, ordinances, rules, regulations, and orders of the State of Texas, and the United States of America, which may apply to the land described herein.

The plat is subject to all existing laws, ordinances, rules, regulations, and orders of the City of Dallas, Texas, and the County of Dallas, Texas, and to all other laws, ordinances, rules, regulations, and orders of the State of Texas, and the United States of America, which may apply to the land described herein.

APPROVED BY: [Signature]
APPROVED BY: [Signature]
APPROVED BY: [Signature]

ALVIN A. COOPER, RESORCE LP
2200 W. WOODWAY
SUITE 100
DALLAS, TEXAS 75224
817-750-2337

MURPHY MARKETPLACE - WEST ADDITION
BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8
BEING A REPLAT OF
BLOCK 4, LOTS 1, 2, 3, AND 4 OF THE
MURPHY TOWN CENTER ADDITION
AN ADDITION TO THE CITY OF MURPHY, TEXAS
AS RECORDED IN PLAT RECORDS OF COLLIN COUNTY, TEXAS.

22.968 ACRES
JAMES W. MARVELL SURVEY, ABSTRACT NO. 502
OWNER/DEVELOPER: ALVIN A. COOPER, RESORCE LP
2200 W. WOODWAY
SUITE 100
DALLAS, TEXAS 75224
CONTACT: DBC LOGGING
DALLAS, TEXAS 75224
817-750-2337

MURPHY MARKETPLACE

The undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief, and that he is not aware of any facts or circumstances which would render the same false or misleading.

This plat is subject to all existing laws, ordinances, rules, regulations, and orders of the City of Dallas, Texas, and the County of Dallas, Texas, and to all other laws, ordinances, rules, regulations, and orders of the State of Texas, and the United States of America, which may apply to the land described herein.

APPROVED BY: [Signature]
APPROVED BY: [Signature]
APPROVED BY: [Signature]

ALVIN A. COOPER, RESORCE LP
2200 W. WOODWAY
SUITE 100
DALLAS, TEXAS 75224
817-750-2337

MURPHY MARKETPLACE - WEST ADDITION
BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8
BEING A REPLAT OF
BLOCK 4, LOTS 1, 2, 3, AND 4 OF THE
MURPHY TOWN CENTER ADDITION
AN ADDITION TO THE CITY OF MURPHY, TEXAS
AS RECORDED IN PLAT RECORDS OF COLLIN COUNTY, TEXAS.

22.968 ACRES
JAMES W. MARVELL SURVEY, ABSTRACT NO. 502
OWNER/DEVELOPER: ALVIN A. COOPER, RESORCE LP
2200 W. WOODWAY
SUITE 100
DALLAS, TEXAS 75224
CONTACT: DBC LOGGING
DALLAS, TEXAS 75224
817-750-2337

Table with 10 columns and 10 rows, containing numerical data.

Table with 10 columns and 10 rows, containing numerical data.

Table with 10 columns and 10 rows, containing numerical data.

MURPHY MARKETPLACE
APPROVED BY: [Signature]
APPROVED BY: [Signature]
APPROVED BY: [Signature]

ALVIN A. COOPER, RESORCE LP
2200 W. WOODWAY
SUITE 100
DALLAS, TEXAS 75224
817-750-2337

MURPHY MARKETPLACE - WEST ADDITION
BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8
BEING A REPLAT OF
BLOCK 4, LOTS 1, 2, 3, AND 4 OF THE
MURPHY TOWN CENTER ADDITION
AN ADDITION TO THE CITY OF MURPHY, TEXAS
AS RECORDED IN PLAT RECORDS OF COLLIN COUNTY, TEXAS.

Table with 10 columns and 10 rows, containing numerical data.

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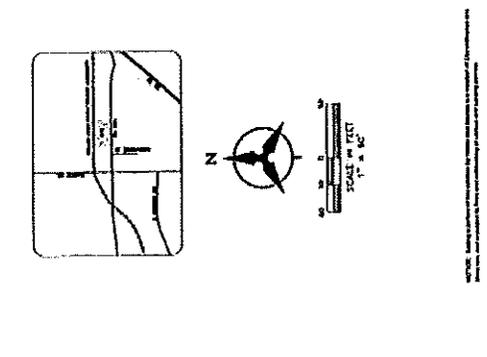
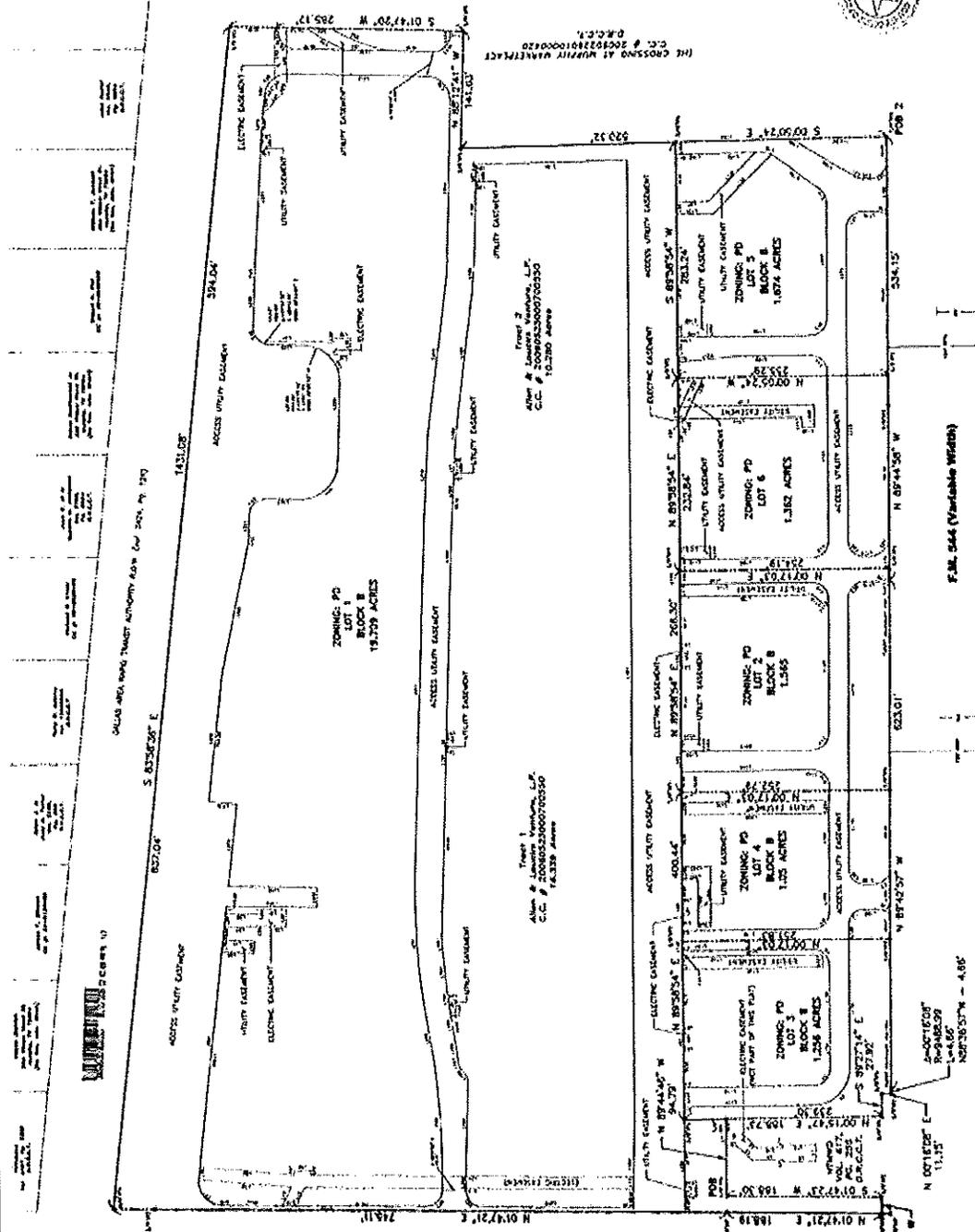
MURPHY MARKETPLACE
APPROVED BY: [Signature]
APPROVED BY: [Signature]
APPROVED BY: [Signature]

ALVIN A. COOPER, RESORCE LP
2200 W. WOODWAY
SUITE 100
DALLAS, TEXAS 75224
817-750-2337

MURPHY MARKETPLACE - WEST ADDITION
BLOCK A, LOTS 1, 2, 3, 4, 5, 6, 7 AND 8
BEING A REPLAT OF
BLOCK 4, LOTS 1, 2, 3, AND 4 OF THE
MURPHY TOWN CENTER ADDITION
AN ADDITION TO THE CITY OF MURPHY, TEXAS
AS RECORDED IN PLAT RECORDS OF COLLIN COUNTY, TEXAS.

9726-1-1

Map # Louis Vercell, L.P.  
C.C. # 200601110047820



**REMARKS:**

1. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS.
2. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS.

**PLANNING NOTES:**

1. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS.
2. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS.

**NOTES:**

1. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS.
2. ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
3. THIS PLAN IS A REVISION OF THE PLAN FOR THE S9726 PLAT, BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6, MURPHY MARKETPLACE - EAST ADDITION, CITY OF WORTH, COLLIN COUNTY, TEXAS.

S9726

FINAL PLAT  
BLOCK B, LOTS 1, 2, 3, 4, 5 AND 6  
MURPHY MARKETPLACE -  
EAST ADDITION



STATED IN THE  
ABSTRACT NO. 503  
CITY OF WORTH, COLLIN COUNTY, TEXAS

25.617 ACRES

DEVELOPER: ALLEN & LOOSE VENTURE LP  
DALLAS, TEXAS 75244  
CONTRACT: 000-077051

**Bateman & Binslow**  
REGISTERED PROFESSIONAL ENGINEER  
CITY OF WORTH, TEXAS  
PLAT RECORDS FOR COLLIN COUNTY, TEXAS

MAY, 2008  
SHEET 1 OF 2

TIMBER RIDGE ROAD

FROM:  
R-5552-000-0425-1  
R-5552-000-0555-1  
R-5552-000-0770-1  
R-5552-000-0770-1  
FOR TAX YEAR 2009

F.M. 544 (Variable Width)

10/1/09  
[Signature]



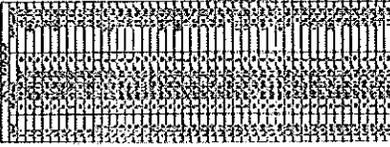
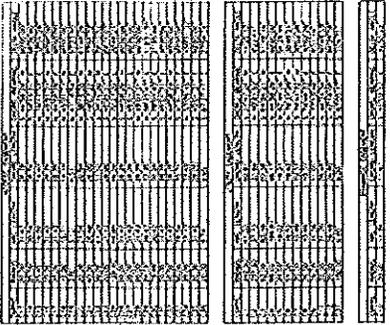
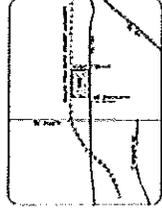
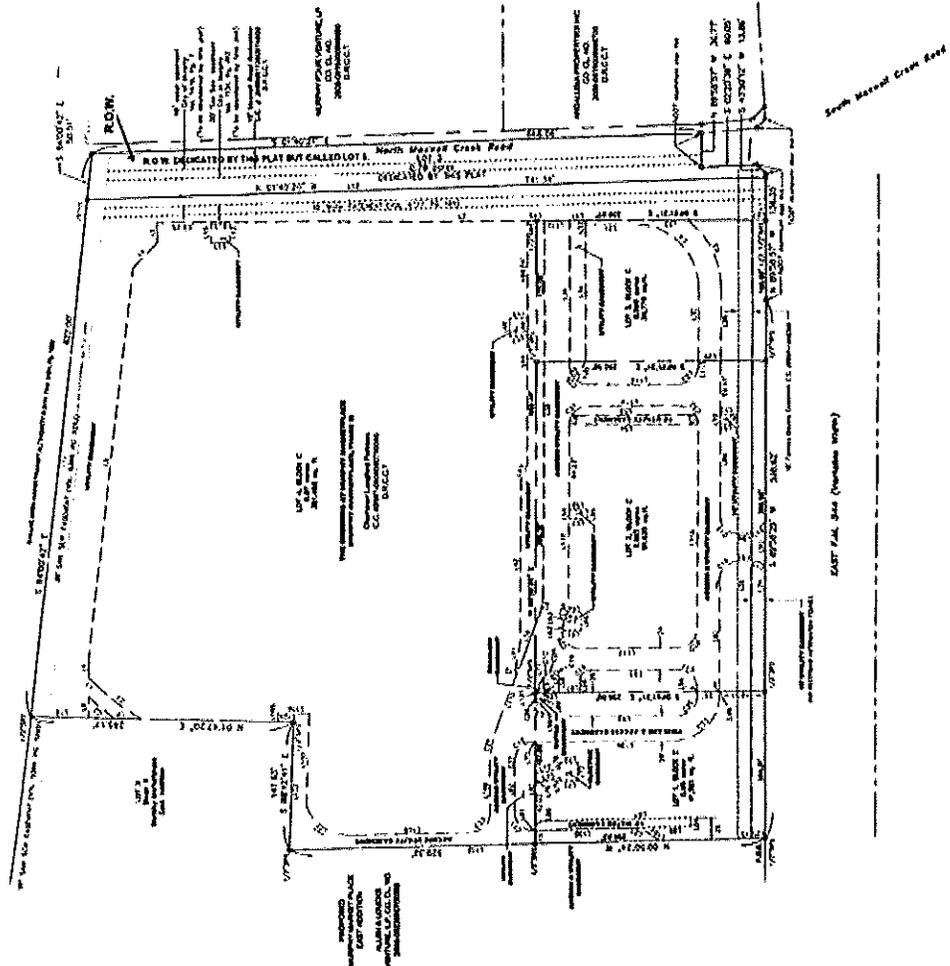
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**S9726**

**MURPHY MARKETPLACE-EAST**  
 A  
 FINAL PLAT  
 OF  
 BLOCK C, LOTS 1, 2, 3, AND 4  
 OF  
 THE CROSSING AT MURPHY MARKETPLACE  
 (MURPHY MARKETPLACE, PHASE 2)

CHANGED TO REFLECT OWNER'S CERTIFICATE  
 FROM: R-6883-000-0283-1/12.805 ACS  
 FOR TAX YEAR 2006

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OWNER/REGULACE ALON & LOUISA VOYLES OF  
 20415 W. MARVELL DRIVE, SUITE 100, DALLAS, TEXAS 75248  
 CONTACT: ERIC LANGFORD  
 12.804 ACRES  
 JAMES W. MARVELL, SURVEYOR, INSTRUMENT NO. 542  
 OF THE  
 COUNTY OF TARRANT, TEXAS

**Bobanjan & Jackson**  
 SURVEYOR  
 3100 W. WILSON ROAD, SUITE 100, DALLAS, TEXAS 75248  
 PHONE: 972-241-1111  
 FAX: 972-241-1112  
 THIS PLAT IS FILED IN CABINET # 1100, BLOCK # 12, PAGE # 1 OF THE  
 PLAT RECORDS FOR TARRANT COUNTY, TEXAS.  
 JANUARY 2006, REVISED OCTOBER, 2008



## EXHIBIT A

STATE OF TEXAS  
COUNTY OF COLLIN

BEING all that tract of land in the City of Murphy, Collin County, Texas out of the James W. Maxwell Survey, A-582, and being all of that called 22.762 acres described in a deed to MSW Murphy Road, LLC, a Texas Limited Liability Company, recorded in Volume 4391, Page 3105 of the Deed Records of Collin County, Texas and being Lots 1, 2 and 44, Block A of the Murphy Town Center Addition, an Addition to the City of Murphy, Texas as recorded in Volume P, Page 44 of the Plat Records of Collin County, Texas and being all of that called 25.419 acres described in a deed to TYF Partnership, recorded in County Clerks Number 2000-0105494 of said Deed Records and being further described as follows

BEGINNING at a 1/2 inch steel rod found in the South R.O.W. line of Dallas Area Rapid Transit Authority R.O.W. as recorded in Volume 3424, Page 126 of said Deed Records, said point being the northeast corner of this tract and the northwest corner of the TYF Partnership Tract as recorded in County Clerk's. file # 2000-0105494 of said Deed Records;

THENCE North 01 degrees 47 minutes 20 seconds East (Bearing basis), 50.06 feet along the east line of said TYF tract, to a 1/2" steel rod set for corner in the south line of said Dallas Area Rapid Transit Authority right-of-way;

THENCE South 83 degrees 58 minutes 36 seconds East, 1275.41 feet along said south line to a 1/2" steel set for corner at the northwest corner of that called 13.8031 acre tract described in a deed to Chia Yu Chen as recorded in Volume 2777, Page 672 of said Deed Records;

THENCE South 00 degrees 50 minutes 24 seconds East, 817.20 feet along the east line of said 13.8031 acre tract to a 1/2" steel set for corner on the north line of FM 544, a variable width right-of-way;

THENCE North 89 degrees 44 minutes 58 seconds West, 534.15 feet along said north line, to a TxDOT aluminum disk found for corner;

THENCE North 89 degrees 42 minutes 57 seconds West, 623.01 feet continuing along said north line, to a TxDOT aluminum disk found for corner at the beginning of a non-tangent curve to the left;

THENCE northwesterly, 4.66 feet, along said curve to the left having a radius of 9488.99 feet and a central angle of 0 degrees 01 minutes 41 seconds (chord bears North 88 degrees 36 minutes 57 seconds West, 4.66 feet) to a 1/2 inch steel rod set in said north line and at the southeast corner of that certain tract described in a deed to the North Texas Municipal Water District, (NTMWD) recorded in Volume 617, Page 255 of said Deed Records;

THENCE North 00 degrees 20 minutes 17 seconds East, 200.03 feet along the east line of said NTMWD tract, to a 1/2" steel rod set at the northeast corner of said NTMWD tract;

THENCE North 89 degrees 44 minutes 46 seconds West, 142.98 feet, along the north line of said NTMWD tract

THENCE South 01 degrees 47 minutes 20 seconds West, 198.62 feet along the West line of said TYF tract to a 5/8 inch steel rod found for corner and being on the North R.O.W. line of F.M.

EXHIBIT A

## EXHIBIT A

Highway 544 (variable width R.O.W.), said corner also being the beginning of a non-tangent curve to the right;

THENCE Northwesterly, 443.54 feet along said curve to the right having a radius of 9,489.00 feet, and a central angle of 02 degrees 40 minutes 42 seconds, (chord bears North 87 degrees 28 minutes 16 seconds West, 443.54 feet) to a TxDOT aluminum cap found for corner;

THENCE South 03 degrees 52 minutes 40 seconds West, 1.56 feet, continuing along said north R.O.W. line, to a ½ inch steel rod set for corner;

THENCE North 86 degrees 09 minutes 43 seconds West, 34.46 feet continuing along said north R.O.W. line, to a ½ inch steel rod found for corner at the southwest corner of Lot 3, Block A of said Murphy Town Center Addition and the Bank of America tract as recorded in Volume 5462, Page 2608 of said Deed Records;

THENCE North 01 degrees 47 minutes 20 seconds East, 233.32 feet along the west line of said Lot 3, to a ½ inch steel rod found for corner;

THENCE North 88 degrees 12 minutes 40 seconds West, 204.67 feet along the north line of said Lot 3, to a ½ inch steel rod found for corner;

THENCE South 01 degrees 47 minutes 20 seconds West, 226.00 feet along the west line of said Lot 3, to an "X" cut set for corner on said north R.O.W. line;

THENCE North 86 degrees 09 minutes 43 seconds West, 197.74 feet along said North R.O.W. line to a ½ inch steel rod found for a corner, said corner also being the beginning of a tangent curve to the right;

THENCE Northwesterly, 64.57 feet along said curve to the right having a radius of 9,614.00 feet and a central angle of 00 degrees 23 minutes 05 seconds (chord bears North 88 degrees 15 minutes 24 seconds West, 64.57), continuing along said north R.O.W. line, to a 5/8 inch steel rod found for corner;

THENCE North 83 degrees 07 minutes 19 seconds West, 16.55 feet, continuing along said north R.O.W. line to a ½ inch steel rod found at the southeast corner of the GTE tract as recorded in Volume 1441, Page 866 of said Deed Records;

THENCE North 02 degrees 14 minutes 54 seconds East, 189.22 feet along the east line of said GTE Tract, to a 1 inch steel rod found for corner;

THENCE North 89 degrees 12 minutes 07 seconds West, 147.88 feet, along the north line of said GTE Tract, to a ½ inch steel rod found for corner;

THENCE South 02 degrees 14 minutes 54 seconds West, 129.75 feet, along a west line of said GTE Tract to a ½ inch steel rod found for corner;

THENCE South 89 degrees 12 minutes 07 seconds East, 128.00 feet along the south line of said GTE Tract, to a ½ inch steel rod found for corner;

THENCE South 02 degrees 14 minutes 54 seconds West, 57.33 feet along a west line of said GTE Tract, to a ½ inch steel rod found for corner on said north R.O.W. line;

## EXHIBIT A

## EXHIBIT A

THENCE North 83 degrees 07 minutes 19 seconds West, 63.90 feet along said north R.O.W. line, to a ½ inch steel rod found for corner, said corner also being the beginning of a non-tangent curve to the right;

THENCE Northwesterly, 102.66 feet along said curve to the right having a radius of 9,624.00 feet and a central angle of 00 degrees 36 minutes 40 seconds (chord bears North 89 degrees 58 minutes 40 seconds West, 102.66 feet), continuing along said north R.O.W. line to a 1/2 inch steel rod found for corner;

THENCE North 44 degrees 30 minutes 05 seconds West, 28.16 feet to a ½ inch steel rod found for a corner, said corner also being the beginning of a non-tangent curve to the right and on the East R.O.W. line of Murphy Road (F.M. Highway 2551, a variable width R.O.W.);

THENCE Northeasterly, 235.97 feet along said curve to the right having a radius of 8315.00 feet and a central angle of 01 degrees 37 minutes 34 seconds (chord bears North 01 degrees 34 minutes 49 seconds East, 235.97 feet), along said east R.O.W. line to a ½ inch steel rod found at the southwest corner of the Ralph Dean Vail Tract as recorded in C.C. no. 92-0041249 of said Deed Records;

THENCE South 89 degrees 36 minutes 31 seconds East, 61.08 feet along the south line of said Vail Tract, to a 4 inch steel pipe found for corner;

THENCE North 02 degrees 24 minutes 40 seconds East, 157.42 feet along the east line of said Vail Tract to a 5/8 inch steel rod found for corner;

THENCE North 89 degrees 18 minutes 38 seconds West, 60.45 feet along the north line of said Vail Tract, to a ½ inch steel rod found for corner on said east R.O.W. line;

THENCE North 03 degrees 15 minutes 51 seconds East, 181.83 feet along said east R.O.W. line to a ½ inch steel rod found for corner;

THENCE North 02 degrees 30 minutes 13 seconds East, 157.23 feet continuing along said east R.O.W. line to a ½ inch steel rod found for corner;

THENCE South 84 degrees 58 minutes 05 seconds East, 57.13 feet to a ½ inch steel rod found for corner;

THENCE North 02 degrees 55 minutes 00 seconds East, 150.09 feet to a ½ inch steel rod found for corner;

THENCE North 84 degrees 00 minutes 00 seconds West, 58.94 feet to a ½ inch steel rod found for corner;

THENCE North 02 degrees 17 minutes 00 seconds East, 50.13 feet to a ½ inch steel rod set for corner;

THENCE South 84 degrees 00 minutes 00 seconds East, 1,160.59 feet along said South R.O.W. of the Dallas Area Rapid Transit Authority, to the POINT OF BEGINNING and containing 48.182 acres of land, more or less.

## EXHIBIT A

## EXHIBIT A

### The Park Tract

Being all of the following tracts of land situated in the James Maxwell Survey, Abstract No. 582, City of Murphy, Collin County Texas and containing approximately 13.182 acres of land:

1. Property ID: 2646073; Geo ID: R-6582-000-0290-1; Tract 29; 3.7438 acres
2. Property ID: 2656717; Geo ID: R-9792-00A-0010-1; Racetrac Addition (CMR), Block A, Lot 1, 1.908 acres
3. Property ID: 1129996; Geo ID: R-6582-000-0590-1; Tract 59; 0.14 acres
4. Property ID: 364377; Geo ID: R-6582-000-0260-1; Tract 26; 4.691 acres
5. Property ID: 2520495; Geo ID: R-6582-000-0560-1; Tract 56; 2.6992 acres
6. Property ID: 2520494; Geo ID: R-658-000-029R-1
7. Property ID: 2520496; Geo ID: R-6582-000-056R-1

**EXHIBIT "B"**

**PLANNED DEVELOPMENT CONDITIONS**

## EXHIBIT B

ZONING FILE NO. 2009-01

Property Located North of FM 544  
Between North Murphy Road (FM 2551) and North Maxwell Creek Road

### PLANNED DEVELOPMENT DISTRICT CONDITIONS

- I. **Statement of Intent:** The intent of this Planned Development District is to provide high quality mixed-use, primarily retail, development that is consistent with the Comprehensive Plan and that is beneficial and complementary to the City of Murphy in terms of visual identity.
- II. **Statement of Purpose:** The purpose of this Planned Development District is to ensure that any development that occurs within the property designated by this Planned Development District encourages a mixed-use application including, but not limited to the following.
  - High Quality Restaurants
  - Upscale Retail Shops and Boutiques

All restaurants in the Planned Development District shall be High Quality Restaurants. High Quality Restaurants shall include restaurants with table seating and table service and dining; cafeteria style service with table dining; or counter seating and service with a full bar service. High Quality Restaurants do not include restaurants with counter seating and service without a full service bar; that primarily serve fast food with a menu above the counter and little or no wait staff; that primarily serve take-out food; or that have a drive-through.

- III. **Statement of Effect:** This Planned Development shall not affect any regulation in the Comprehensive Zoning Ordinance of the City of Murphy found in the City of Murphy, Texas, Code of Ordinances (Ordinance No. 06-12-708, as amended, and hereinafter referred to as the "Code of Ordinances"), except as specifically provided herein. The administration and interpretation of the plans and regulations of the Planned Development District, including Permitted Uses, shall be with the City Manager or his designee.
- IV. **General Regulations:** The base zoning districts for the Planned Development District shall be Office and Retail Districts. Therefore, regulations contained in the Code of Ordinances applicable to the following zoning districts shall be included by reference and shall apply for each of the specified areas of the concept plan listed below, except as otherwise specified by this ordinance.
  - A. Article III, Division 12 – Office District (O)
  - B. Article III, Division 14 – Retail District (R)
- V. **Development Plans:**
  - A. Concept Plan: Development shall be in general conformance with the approved concept plans and site plans set forth in Exhibit C; however, in the event of conflict between the concept plans and/or site plans and the conditions, the conditions shall prevail. A concept plan shall be required and approved in

accordance with Article II, Division 5 of the Code of Ordinances (public hearing) for any area not governed by an approved concept plan.

- B. Landscape Plan: Development shall be in general conformance with the approved landscape plan set forth in Exhibit D; however, in the event of conflict between the landscape plan and the conditions, the conditions shall prevail.
- C. Exterior Elevation Plan: Development shall be in general conformance with the approved exterior elevations as set forth in Exhibit E; however, in the event of conflict between the exterior elevations and the conditions, the conditions shall prevail.
- D. Signage Plan: Development shall be in general conformance with the approved signage plan as set forth in Exhibit F; however, in the event of conflict between the signage plan and the conditions, the conditions shall prevail.
- E. Amenities Plan: Development shall be in general conformance with the approved amenities plan as set forth in Exhibit G; however, in the event of conflict between the amenities plan and the conditions; the conditions shall prevail.
- F. North Maxwell Creek Road Plan: North Maxwell Creek Road shall be upgraded in general conformance with the North Maxwell Creek Road plan as set forth in Exhibit H and in accordance with the City of Murphy construction requirements. However, in the event of conflict between the exhibits, the conditions, and/or the generally accepted construction standards, the standards and conditions (in this order) shall prevail.
- G. The Concept Plan, Landscape Plan, Exterior Elevation Plan, Signage Plan and Amenities Plan approval shall be for a period of one year from the date of City Council action on each plan. If within that one-year period a site plan has been submitted for a portion of the development, then the concept plan shall be deemed to have no expiration date. Site plans shall be valid for a period of one year from the date of City Council action on the plan.
- H. Site Plan – A Site Plan shall be submitted in accordance with the requirements set forth in Article II, Division 7 of the Code of Ordinances. The Site Plan may be for all or any part of the land within the Planned Development District.

#### VI. **Specific Regulations:**

- A. Permitted Uses. The following land uses listed below are the only uses authorized by right or by SUP within the Planned Development District. All other land uses contained in Article VI. Use Regulation Sections 86-661 through 86-680 (See Appendix A-3 Use Regulations Chart) of the Code of Ordinances, as amended, for Retail and Office Districts not listed herein are expressly prohibited. Uses that must be authorized by SUP must be approved following the procedures set forth in Article V. Specific Use Permits, Sections 86-631 through 86-660 of the City of Murphy, Texas, Code of Ordinances, as amended.
  - 1. Amusement Services (Indoors)
  - 2. Antique Shop (household items only; no outside storage)
  - 3. Art Dealer/Gallery

4. Artist Studio
5. Bakery (Retail)
6. Bank, Savings and Loan, or Credit Union (Stand Alone with drive-through)(limited to one)
7. Barber/Beauty Shop (Non-college)
8. Bed and Breakfast Inn (SUP)
9. Book Store
10. Civic Club
11. Department Store
12. Dinner Theater
13. Florist
14. Furniture Home Furnishings or Appliance Store (Indoor)
15. Hardware Store
16. Health Club (Physical Fitness)
17. Hotel/Motel (SUP)
18. Laundry/Dry Cleaning (Drop Off/Pickup Only)
19. Library (Public)
20. Motion Picture Theater (Indoors)
21. Museum (Indoors Only)
22. Offices (SUP)
  - a. Financial Services (Advice/Invest)
  - b. Insurance Agency Offices
  - c. Legal Services Offices
  - d. Medical Offices/Clinic
  - e. Professional Offices
  - f. Real Estate Offices
  - g. Travel Agency
23. Park and/or Playground (SUP)
24. Pet Shop/Supplies
25. Pharmacy
26. Photo Studio
27. Photocopying/Duplicating
28. Restaurant or Cafeteria (with no drive-through/no drive-in service)
29. Restaurant or Cafeteria (with drive-through/drive-in service) (SUP)
30. Retail Store
31. Shoe Repair
32. Tailor Shop
33. Theater (Non-Motion Picture; Live Drama)
34. Any land use having more than sixteen (16)-hour operations per day (SUP)

B. Area and Yard Regulations:

1. Setbacks From Property Lines Adjacent To Streets:
  - a. Building Setbacks - No building of any kind and no part thereof shall be placed within the following setback lines:

**EXHIBIT B**



parking at a rate of 1 space for every 250 square feet. All pads smaller than 19,000 square feet shall be considered retail or restaurant and shall have parking according to the Code of Ordinances. Parking for any proposed theater shall be provided at a ratio of 1 space for every 5 seats.

5. No required parking space may be occupied by signs, cart corrals, merchandise, or display items at any time.
6. Sidewalks along FM 544 and North Maxwell Creek Road shall be a minimum of 8 feet in width.

D. Loading and Unloading

1. Truck loading berths and apron space shall not be located on the street side of any building, however, and exceptions can be addressed during site plan approval. In those instances where 3 or more sides of the building face dedicated streets, the loading berth shall be screened from view.
2. Truck loading berths and apron space shall not be located within any required setback or landscape buffer strip.

E. Minimum Exterior Construction Standards, Building Materials and Design – Exterior Construction and Design Requirements shall be architecturally compatible with the approved elevation plans for Murphy Marketplace as shown in Exhibit E, except as provided below.

1. Color schemes shall reflect a certain quality and expression consistent with the architectural character and design of the structure. Accent colors may be used to identify architectural features or highlight details. The use of primary or garish colors shall not be predominately used on the exterior facade of any structure.
2. Stand fans, skylights, cooling towers, communication towers, satellite dishes, vents, and any other structures or equipment, whether located on the roof or elsewhere, shall be architecturally compatible or effectively shielded from view from any public or private dedicated street by an architecturally sound method.
3. Each commercial building, complex of buildings, or separate commercial business enterprises shall have a trash bin on the premises adequate to handle the trash and waste items generated, manufactured, or acquired thereon by such commercial activities. The sorting, handling, moving, storing, removing and disposing of all waste materials must be housed or screened from view.
4. Building roofs shall be so designed and constructed as to prevent water ponding and to shed water in a reasonable amount of time. Built-up roofs and roof-top items which include equipment, piping, flashing, and other items shall be maintained for continuity of the roof appearance.

5. Roof top equipment, piping, flashing, and other items on the roof shall be screened by a perimeter parapet wall so as not to be visible from roadways.
  6. In all cases, mechanical equipment on roofs and outcroppings should be clad by a like building material or painted with a color scheme similar to the principal structure walls or roof.
- F. Landscape Standards. Landscaping shall be compatible with the approved landscape plan as shown in Exhibit D and comply with the standards set forth in Article VII, Division 3 of the Code of Ordinances, except as provided below.
1. All landscaping shall use a unified design for the entire property. Landscaping shall be required on all developments within the Planned Development District and shall be complete prior to the issuance of any certificate of occupancy or final building inspection for the development. An automatic underground irrigation system shall be installed and maintained for all required landscaping and shall be in place and operable at time of planting.
  2. A landscape buffer shall be provided fifteen (15) feet in depth adjacent to the right-of-way of FM 544, fifteen (15) feet in depth adjacent to North Maxwell Creek Road and ten (10) feet in depth adjacent to all other roads (includes public streets and private access drives) as measured from the back of curb of the public or private street to the back of curb of any site paving. No parking may be placed within any landscape buffer. Pedestrian easements may be located within a landscape buffer. The width of the sidewalk may be included in the calculation of the buffer depth for fifteen (15) foot buffers, but may not be included in the calculation of the buffer depth for ten (10) foot buffers.
  3. A landscape buffer shall be provided for an average of fifteen (15) feet in depth adjacent to the Southern Pacific/DART Railroad right-of-way.
  4. Parking Lots:
    - a. A minimum percentage of the parking area shall be landscaped according to the following requirements. Such landscaping shall be distributed within the parking area, occurring within medians, islands, or peninsulas. All such landscape areas shall be protected by concrete curbing or other acceptable devices which prohibit vehicular access to landscaped areas. Bumper overhang shall not be included as part of required landscaping. A permeable area no less than four (4) feet by four (4) feet shall be provided surrounding each tree located in a surface parking area.
      1. A total of five (5) percent of the interior of the entire parking lot regardless of location, shall be landscaped. One large tree or three (3) ornamental trees from the Plant List, shall be provided for each twelve (12) parking spaces, and planted within the five (5)

percent area. Trees shall be distributed so that bays of parking spaces shall not exceed eighteen (18) spaces in length.

- G. Screening. Screening shall comply with the standards set forth in Article VII, Division 5 of the Code of Ordinances, except as provided below.
1. All screening at the rear of the property will be a live screen where required. Plant materials shall conform to the standards of the approved plant list in Section 50 and the current edition of the "American Standard for Nursery Stock" (as amended), published by the American Association of Nurserymen. Bald Cypress trees are excluded from the approved list. The existing railroad berm will also serve as a natural screen between the nonresidential and residential districts.
  2. All truck docks/loading areas for anchor stores with a footprint greater than 100,000 square feet shall be screened from view through the use of 12-foot all masonry walls (which are the same colors and materials as main building). All other screening of the rear of the site shall be living screens (eight foot height and at least 75 percent capacity within four years of planting unless such areas are screened from public views by a building).
  3. Outside seasonal displays shall be permitted with the Planned Development District.
- H. Site Lighting. Lighting shall comply with the standards set forth in Article VII, Division 9 of the Code of Ordinances, except as provided below.
1. Lighting should be provided for vehicular, pedestrian, signage, architectural and site features.
  2. Site lighting fixtures used along entrance driveways and parking areas shall be uniform and a consistent design within the development. Lighting standards for illuminating these areas shall be no taller than 40 feet high. However, the height of all light standards shall be subject to review of the lighting plan during the Site Plan review.
  3. The pattern of light pooling from each fixture shall be carefully considered to provide smooth, even lighting of driveways and parking, while eliminating light intrusion into adjacent property outside of the planned development district. Parking areas shall have a minimum of 3-foot candles initial and a minimum average of 2-foot candle on a maintained basis. Light sources shall be metal halide, mercury vapor or of similar color. Yellow/orange source lights are prohibited from use. Incandescent source lighting should be considered for pedestrian areas and near buildings.
  4. Pedestrian walkways, courts, gardens and entrance areas shall be illuminated to enhance the pedestrian qualities of the development. Low level fixtures should complement the architectural design and focus on quality landscape lighting that will enhance the development.

5. General illumination shall commence one half hour before sunset and last until the Building Site is closed for the evening. Parking structures and pedestrian walkways shall be illuminated during all hours of darkness and when poor weather conditions warrant.
- I. Signage and Graphics: On-site signage will be in accordance with the Signage Criteria package provided and included as Exhibit F. Signage shall comply with the standards set forth in Article VII, Division 11 of the Code of Ordinances, except as provided below or within the Signage Criteria package (Exhibit F).
    1. General
      - a. Monument signs - One (1) monument sign shall be allowed on each lot and shall be limited to a maximum area of 50 square feet.
    2. Anchor Signs
      - a. Anchor signs will only be allowed for tenants with a total building footprint of 10,000 square feet or above.
      - b. Anchor signs shall be internally illuminated aluminum channel letters with 1/8" Plexiglass front. The maximum letter height shall be 5'6".
      - c. All anchor signs shall be illuminated until 10:00 pm regardless of store hours.
      - d. Ancillary signs shall not exceed the size of the primary signs. The length of the sign shall not exceed 80% of the tenant width or the width of the architectural element.
    3. Retail Signage
      - a. Retail signage requirements will apply to tenants with a total building footprint of 9,999 square feet or less.
      - b. Retail signs shall be individually backlit aluminum channel letters over 1/8" aluminum "outline" panel to be offset 2".
      - c. Typefaces, logos, and colors are subject to the landlord's approval and subject to the City of Murphy requirements.
      - d. The length of the retail sign shall not exceed 80% of the tenant width or the width of the architectural element.
      - e. The letter height shall range between a minimum of 1' to a maximum of 2'-6".
      - f. For corner tenants and freestanding buildings, secondary signage shall not exceed the size of the primary signage.
    4. Monument Signs
      - a. Multi-tenant monument signs shall identify multiple tenants or uses within a given area. Single-tenant monument signs shall identify a single tenant and one shall be allowed on each lot. Locations of the monuments signs are as shown within the Signage Criteria package.

- b. Multi-tenant monument signs shall be a maximum of 10 feet tall. Single-tenant monument signs shall be a maximum of 7 feet tall.
- c. All monument signs shall be double-sided, internally illuminated Plexiglass sign panels contained within a masonry structure. Monument signage may also be lit by ground mounted flood lighting or internal letter illumination either face lit or reverse channel lit. Light fixtures should be screened from view in front of the sign.
- d. Monument signs shall be located at a set-back distance of not less than eight (8) feet from the right-of-way line of any adjacent street and incorporated within the landscaping area or buffer.
- e. Multi-tenant monument signs: The maximum structure area for the multi-tenant monument sign shall be 184 square feet. The maximum signage area will be 94 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- f. Single-tenant monument signs: The maximum structure area for the single-tenant monument sign shall be 80 square feet. The maximum signage area will be 25 square feet. Signage shall be similar to detail shown within the Signage Criteria package.
- g. Construction of monument signs shall include a base of material compatible with the material used for buildings.

5. Temporary Marketing Signage

- a. One (1) quality temporary marketing signs shall be permitted on the development on FM 544. These signs shall be allowed for a term of twelve (12) months from the date of installation. Temporary marketing signs may be permitted for a longer period of time upon approval by the City.
- b. The maximum signage area will be 64 square feet. The maximum height shall be 8 feet. Signage shall be similar to detail shown within the Signage Criteria package.
- c. All other temporary signage not specifically referred to in the Signage Criteria package or in this section shall comply with the City of Murphy standards.
- d. Construction of temporary signs are not required to be constructed of the material used for buildings.

J. Open Space

- 1. Development within the property shall make a positive impact to the City by providing defined public spaces and activity centers so that varied activities are encouraged within these areas. This can be accomplished through the incorporation of open spaces that become public amenities and that provide interest within the property at the pedestrian level.

2. Outdoor Seating. Any establishment serving food for consumption on-premises is encouraged to provide an outdoor seating area and need to be approved with the site plan. The outdoor seating area may be included as a portion of the 5% open space requirement as stated in the following subsection 3.
3. An additional 5% of open space is required in addition to the landscape, setback, and parking lot island requirements. The additional 5% may be located adjacent to the required setbacks or landscaping at the ROW and property lines or in front or in some cases to the side of the structure. The additional open space percentage may not include the building footprint or vehicular parking lot. This area and associated amenities shall be approved on the site plan. At least one of the following amenities shall be located within the additional 5% open space area and count towards the required percentage.
  - a. Water feature, such as a fountain or detention pond with constant water level.
  - b. Plaza or courtyard with art sculpture piece.
  - c. Outdoor patio or gazebo with seating area.
  - d. Other areas for pedestrian congregation, as may be approved on the site plan.
4. Outside seasonal displays are allowed within the Planned Development District. Outside storage is not allowed.

**VII. Special Regulations:**

North Maxwell Creek Road: As a part of this development, the existing asphalt North Maxwell Creek Road shall be upgraded to a concrete curb and gutter street. Public right-of-way with a width of 60 feet shall be dedicated by plat and centered on the existing roadbed in accordance with the City of Murphy Thoroughfare Plan. As shown in Exhibit H, North Maxwell Creek Road will be widened to a three-lane undivided roadway with the middle lane serving as a turn lane. The proposed roadway will then taper from three lanes to two lanes prior to the existing railroad tracks along the north side of the site. The developer is only responsible for half of the roadway construction costs; however, it is understood that the cost of the eastern half of the roadway would overburden the property east of North Maxwell Creek Road. Therefore, roadway construction costs will be shared between the developer of the site and the City of Murphy as detailed/negotiated under separate cover.

Traffic Impact Analysis Recommendations: As recommended by the TIA dated September 2007, the following traffic control measures shall be instituted: a traffic signal shall be installed at FM 544 and North Maxwell Creek Road, a shared thru and right turn lane and dedicated left turn lane southbound on North Maxwell Creek Road at FM 544 and dedicated left and right turn lanes for the

driveways leading to North Maxwell Creek Road from the subject property shall be installed.

Utility/Power Lines: New utility distribution and service lines for individual business establishments, buildings, signs and for any other site development features shall be placed underground.

Pedestrian Streetscape: Pedestrian spaces throughout the Planned Development District shall be treated with amenities that are selected based upon their ability to unify the streetscape and shall be established on the overall concept plan for each tract. These features shall include, but are not limited to, benches, trash receptacles, bicycle racks, lighting poles, etc.

Cross-Access Requirement: A joint access (i.e. – ingress, egress) easement shall be required to minimize the number of driveway openings along FM 544. The location(s) of access easement(s) shall be shown on the site plan and shall comply with the Texas Department of Transportation (TxDOT) Access Management Standards.

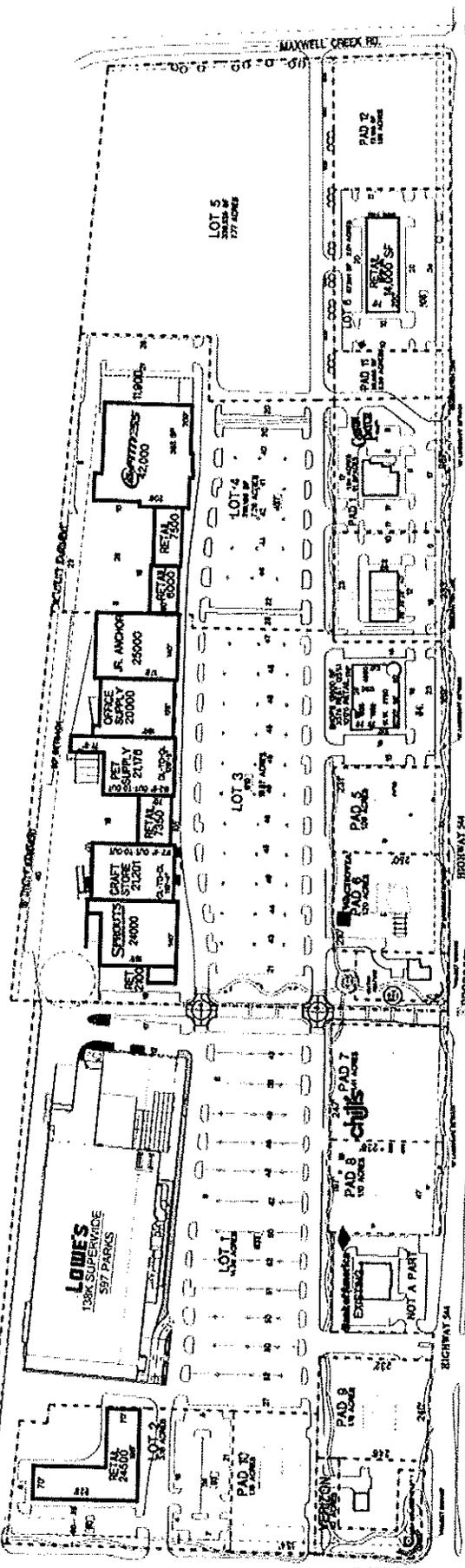
Building Placement/Orientation: Buildings shall be placed in a manner that is conducive to a pedestrian-oriented atmosphere, wherever possible. Any building within 200 feet of FM 544 shall either face such right-of-way or shall have a façade facing such right-of-way that is in keeping with the character of the building's main façade.

**EXHIBIT "C"**

**CONCEPT PLAN**

**TABULATIONS**

DESCRIPTION	SQ. FT. AREA (G.P.)	ADDED	MINUS AREA (G.P.)	CONVERSION	PERCENT	ADDED	MINUS	NET AREA	PERCENT
LOT 1	628,395	14.2%	136,000	22.00%	1,400	345	245	6.5%	
LOT 2	1,377,726	31.4%	24,000	26.38%	1,500	113	9	0.2%	
LOT 3	811,046	19.2%	132,200	24.38%	1,200	475	0	0.0%	
LOT 4	263,300	6.2%	22,973	1.00%	1,200	116	0	0.0%	
LOT 5	21,513%	7.2%	62,700	29.67%	1,100	73	0	0.0%	
TOTAL	2,481,017	60.0%	356,873	14.38%	5,800	1,053	244	6.3%	
TOTAL	2,124,144	52.0%	0	0.0%	0	0	0	0.0%	



THE CROSSING AT MURPHY MARKETPLACE  
 A JOINT DEVELOPMENT BY:  
 LANGFORD PROPERTY COMPANY  
 & CHAMPION PARTNERS



A DEVELOPMENT BY:  
 LANGFORD PROPERTY COMPANY

**SP-041**



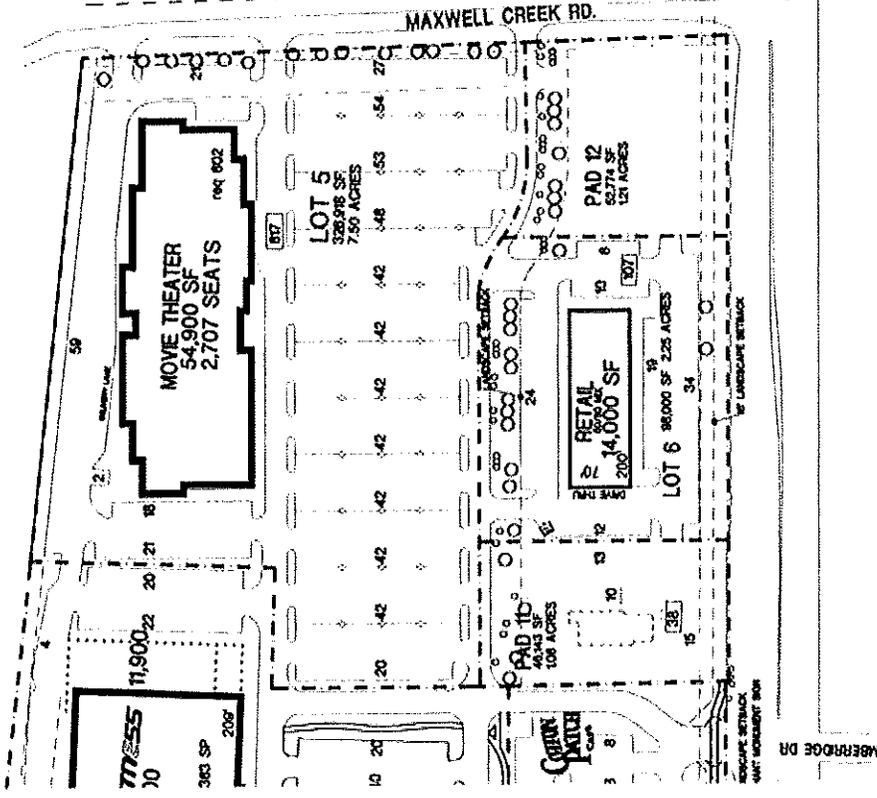
**MURPHY, TEXAS**

**O'BRIEN & ASSOCIATES, INC.**  
 ARCHITECTURE • INTERIORS • PLANNING



APPROVED BY: \_\_\_\_\_ DATE: 05/17/07  
 SCALE: 1" = 500'

600 HANCOCK / TEL: 972-342-1100 / FAX: 972-342-1101



**TABULATIONS**

LOT 5 COVERAGE - 8,272  
 THEATER PARKING PROVIDED - 817 SPACES  
 PARKING RATIO - 4.38 SEATS/PKG SPACE

LOT 6 COVERAGE - 14,227  
 50% RESTAURANT - 7,000 SF  
 PARKING REQ @ 10 PER 1000 SF - 70 SPACES

50% RETAIL - 7,000 SF  
 PARKING REQ @ 5 PER 1000 SF - 35 SPACES

TOTAL SPACES REQUIRED - 105 SPACES  
 PARKING PROVIDED - 107 SPACES

TOTAL SITE AREA - 2.02 ACRES  
 TOTAL BUILDING AREA - 68,900 SF

SP-046

THE CROSSING AT MURPHY MARKETPLACE  
 MURPHY, TEXAS  
 A JOINT DEVELOPMENT BY  
 LANGFORD & CHAMPION PARTNERS

O'BRIEN & ASSOCIATES, INC.  
 ARCHITECTURE • INTERIORS • PLANNING  
 400 PARKWAY • SUITE 200 • DALLAS, TEXAS 75244 • 972-750-9900 • FAX 972-750-4828



SCALE 1" = 40' - 20'  
 APPROVED BY: [Signature]  
 DATE: 07/18/07

PROPOSED

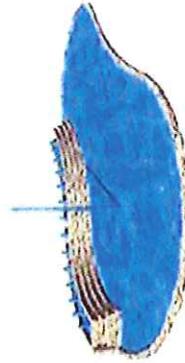
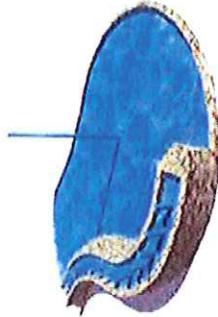
**EXHIBIT "D"**

**LANDSCAPE PLAN**





- PLANT LEGEND**
- TREE SYMBOLS (e.g., 15, 16, 19, 36)
  - CIRCUMFERENCE (e.g., 15, 16, 19, 36)
  - HEIGHT (e.g., 15, 16, 19, 36)
  - SPECIES (e.g., 15, 16, 19, 36)
  - PLANTING DATE (e.g., 15, 16, 19, 36)
  - PLANTING METHOD (e.g., 15, 16, 19, 36)
  - PLANTING LOCATION (e.g., 15, 16, 19, 36)



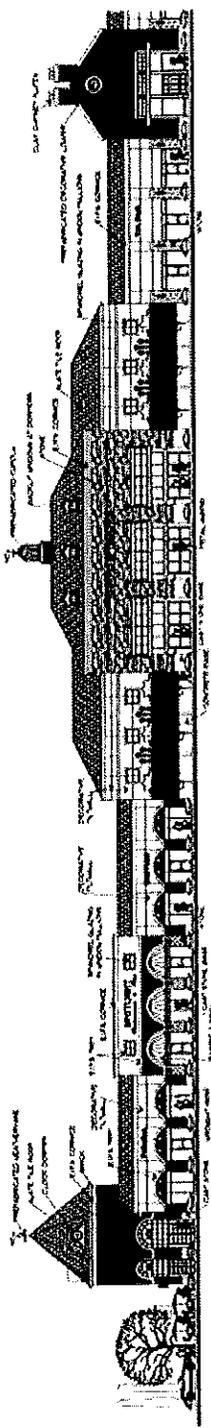
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**MURPHY MARKETPLACE**  
 MURPHY, TEXAS  
 LANGFORD

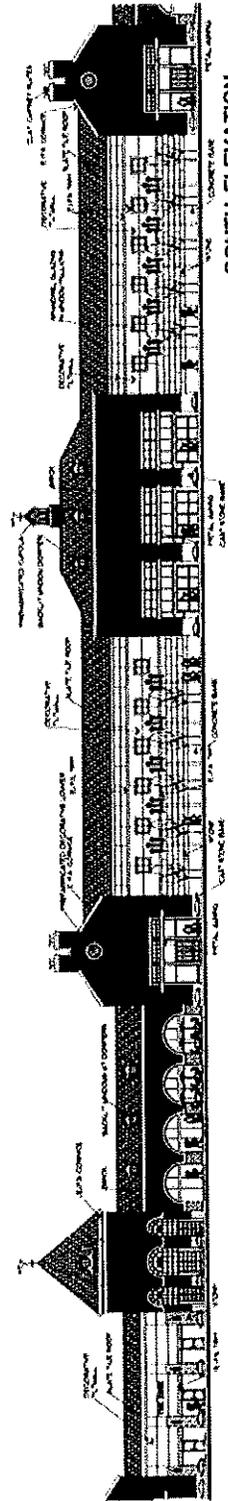
**O'BRIEN & ASSOCIATES, INC.**  
 ARCHITECTURE • INTERIORS • PLANNING  
 4015 W. UNIVERSITY BLVD. SUITE 100 • DALLAS, TEXAS 75245 • PHONE: 214.343.1111

**EXHIBIT "E"**

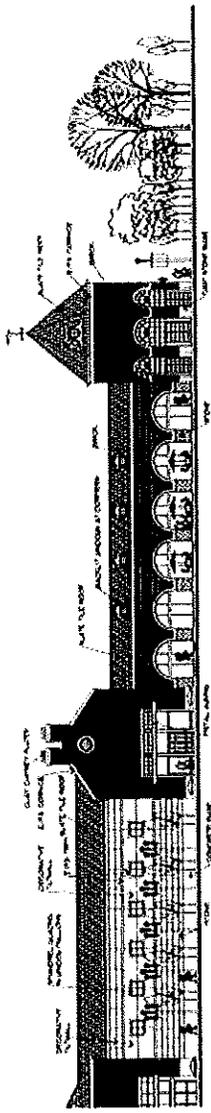
**EXTERIOR ELEVATION PLAN**



SOUTH ELEVATION



SOUTH ELEVATION



SOUTH ELEVATION

**O'BRIEN & ASSOCIATES, INC.**  
 ARCHITECTURE • INTERIORS • PLANNING

**MURPHY MARKETPLACE**  
 MURPHY, TEXAS  
 LANGFORD

**ELEVATION**  
 PREPARED BY: O'BRIEN & ASSOCIATES, INC.  
 DATE: 10/15/00





**BUILDING MATERIALS - EAST**

- 1 ALUMINUM VENTURE SYSTEM
- 2 1/4" ALLOY TREAD AND CURB
- 3 1/4" ALLOY TREAD AND CURB
- 4 INSULATED TONE JENEX
- 5 INSULATED TONE JENEX
- 6 INSULATED TONE JENEX
- 7 INSULATED TONE JENEX
- 8 UNPLATED FLAT ROOF SYSTEM

**KEY NOTES**

1. REFER TO FACE BRICK UNIT
2. UNPLATED FLAT ROOF SYSTEM REF. SPEC
3. UNPLATED FLAT ROOF SYSTEM REF. SPEC
4. ALUMINUM VENTURE SYSTEM
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**BUILDING MATERIALS - NORTH**

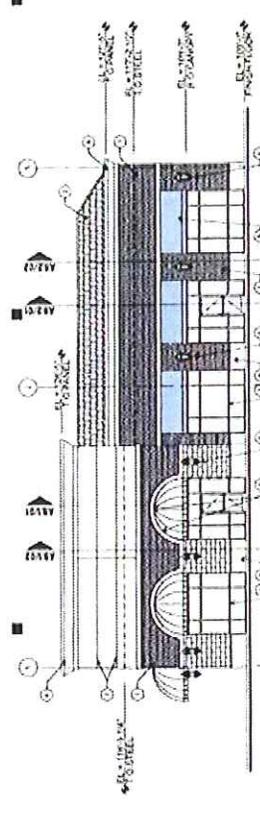
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- 5 INSULATED TONE JENEX
- 6 INSULATED TONE JENEX
- 7 INSULATED TONE JENEX
- 8 UNPLATED FLAT ROOF SYSTEM

**BUILDING MATERIALS - WEST**

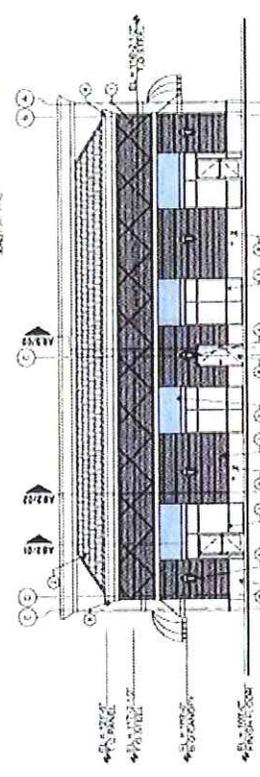
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- 2 1/4" ALLOY TREAD AND CURB
- 3 1/4" ALLOY TREAD AND CURB
- 4 INSULATED TONE JENEX
- 5 INSULATED TONE JENEX
- 6 INSULATED TONE JENEX
- 7 INSULATED TONE JENEX
- 8 UNPLATED FLAT ROOF SYSTEM

**BUILDING MATERIALS - SOUTH**

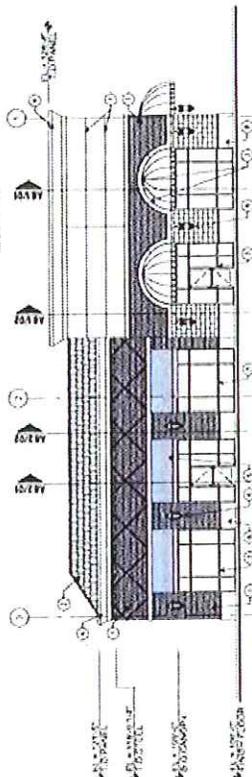
- 1 ALUMINUM VENTURE SYSTEM
- 2 1/4" ALLOY TREAD AND CURB
- 3 1/4" ALLOY TREAD AND CURB
- 4 INSULATED TONE JENEX
- 5 INSULATED TONE JENEX
- 6 INSULATED TONE JENEX
- 7 INSULATED TONE JENEX
- 8 UNPLATED FLAT ROOF SYSTEM



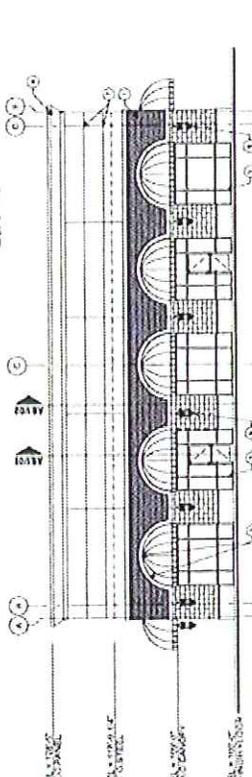
04 EAST EXTERIOR ELEVATION



03 NORTH EXTERIOR ELEVATION



02 WEST EXTERIOR ELEVATION



01 SOUTH EXTERIOR ELEVATION

**O'BRIEN & ASSOCIATES**  
ARCHITECTS  
500 HAYWARD HILL ROAD  
SUITE 100  
DALLAS, TEXAS 75209  
PH: 214.750.1234  
WWW.OBRIENAE.COM

**MURPHY MARKETPLACE**  
HIGHWAY 544  
MURPHY, TEXAS  
A DEVELOPMENT OF  
LANGFORD PROPERTY COMPANY

**ISSUE LOG**

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/10/08
2		
3		
4		
5		
6		
7		
8		
9		
10		

DATE: 10/10/08  
BY: [Signature]  
TITLE: ARCHITECT  
DISTRIBUTION TO: [List]  
**SHEET NO. A5.1**  
BLDG 1 - EXTERIOR ELEVATION

**EXHIBIT "F"**

**SIGNAGE PLAN**

# **SIGNAGE CRITERIA**

## **MURPHY MARKETPLACE**

**HIGHWAY 544 + MURPHY RD.  
MURPHY, TEXAS**

**A DEVELOPMENT OF:  
LANGFORD PROPERTY COMPANY**

**September, 2006  
Revised September 19, 2006**

# **SIGN CRITERA - MURPHY MARKETPLACE**

## **Murphy, Texas**

### **INTRODUCTION (3)**

- Intent (3)
- Submission Requirements (3)
- Responsibilities, Limitations, Liabilities (4)
- Illumination & Lettering (4)
- Installation (4)

### **TENANT SIGNS (5)**

- Anchor Signage (5)**
  - Description (5)
  - Elevations (5)
- Tenant Retail Signage (6)**
  - Description (6)
  - Elevations (6)

### **DEVELOPMENT SIGNS (7)**

- MULTI-TENANT MONUMENT SIGNS (7)**
  - Description (7)
  - Elevations (8)
- SINGLE-TENANT MONUMENT SIGNS (9)**
  - Description (9)
  - Elevations (10)
- PYLON SIGNS (11)**
  - Description (11)
  - Elevations (12)

### **TEMPORARY SIGNS (13)**

- Description (13)
- Elevation (14)

## **INTRODUCTION**

### **INTENT**

The purpose of these criteria is to establish the standards for the configuration, fabrication, installation, and operation of tenant signage at MURPHY MARKETPLACE.

Compliance with these regulations insures the tenant of a sign that meets industry standards of materials, and fabrication. It insures the center's owners of properly installed signage and in addition, a center free of poorly designed, fabricated and installed signs.

### **SUBMISSION REQUIREMENTS**

This booklet should be given to the sign contractor to serve as a guide in preparing his design and cost estimates for you. Your contractor must have this booklet in order to give you a price, which reflects a sign that complies with the standards as outlined in this booklet.

All signage must be in compliance with the City of Murphy Sign Ordinance (as applicable) including any amendments in force at the time the sign is permitted.

## **RESPONSIBILITIES, LIMITATIONS, LIABILITIES**

All tenants must have a sign that conforms to this sign criterion.  
The tenant shall be responsible for the sign and its erection, unless provided for otherwise in the lease agreement.  
No sign may be erected on the buildings or property without permitting with the City of Murphy (as applicable).  
All permits as required by local building, or sign codes, shall be obtained by the tenant or his sign contractor, unless provided for otherwise in the lease agreement.  
All costs for permitting, fabrication, and installation of signs shall be borne by the tenant, unless provided for otherwise in the lease agreement.  
Sign message shall consist of business name only. Descriptions of services, product names, or merchandise trade names, are prohibited.  
Box signs are prohibited.  
Flashing signs are prohibited.  
Exposed neon signs are prohibited.  
Portable, trailer, changeable copy signs are prohibited.  
Visible sign company names on tenant signage are prohibited.

"COMING SOON" signs must be coordinated with and approved by the landlord and City of Murphy (as applicable).  
The tenant and his sign contractor will be held liable for all costs required to remove and/or correct signs, sign installations and damage to buildings caused by signs or installations which do not conform to this criteria.  
Any signs prohibited by this criteria, will be removed at tenant's expense.

## **ILLUMINATION & LETTERS**

Neon shall be 6500 white, internally illuminated.  
LED illumination can also be used instead of Neon.  
All text shall be individual letters mounted on a raceway.

## **INSTALLATION**

A licensed electrician shall perform final electrical hookup.  
All penetrations through the masonry shall be through the mortar joints. All signage installation shall be in accordance with the City of Murphy (as applicable) Codes and Ordinances and the current Electrical Code.  
No secondary wiring running between letters shall occur on the front face of the raceway.  
The tenant shall provide the J box, rigid conduit to the panel and wiring. The plenum may be accessible through the tenant ceiling.

## **Anchor Signage**

### **DESCRIPTION**

Tenants that have a total square footage of 10,000 sf. or above.

### **TYPE OF SIGN**

- Internally illuminated aluminum channel letters with 1/8" Plexiglas front.
- All Signs must be lit until 10:00pm regardless of store operating hours.

### **LETTER STYLE**

- Per City of Murphy sign criteria and as approved by Langford Property Company.

### **SIZE AND LOCATION**

- Maximum Letter Height: .....5'-6"
- Ancillary signs allowed not to exceed size of primary sign
- Maximum sign length: length of sign shall not exceed 80% of tenant width or architecture feature, whichever is less.

## **Retail Signage**

### **DESCRIPTION**

Tenants that have a total square footage of 9,999 sf. or less.

### **TYPE OF SIGN**

Individually back-lit aluminum channel letters over 1/8" aluminum "outline" panel to be offset with 2" as approved by City of Murphy (as applicable).

### **LETTER STYLE**

Typefaces, logos and colors are subject to landlord's approval and as approved by City of Murphy (as applicable).

### **SIZE AND LOCATION**

#### **Front Facade:**

- Maximum sign length: not to exceed 80% of lease width or architectural element.
- Maximum letter height: 2'-6"
- Minimum letter height: 1'-0"

#### **Side Facade:**

For corner tenants with 2 front Facades and freestanding buildings:

- Second sign allowed not to exceed size of primary sign.

## **Multi-Tenant Monument Signs**

(section revised 09-19-06)

### **TYPE OF SIGN**

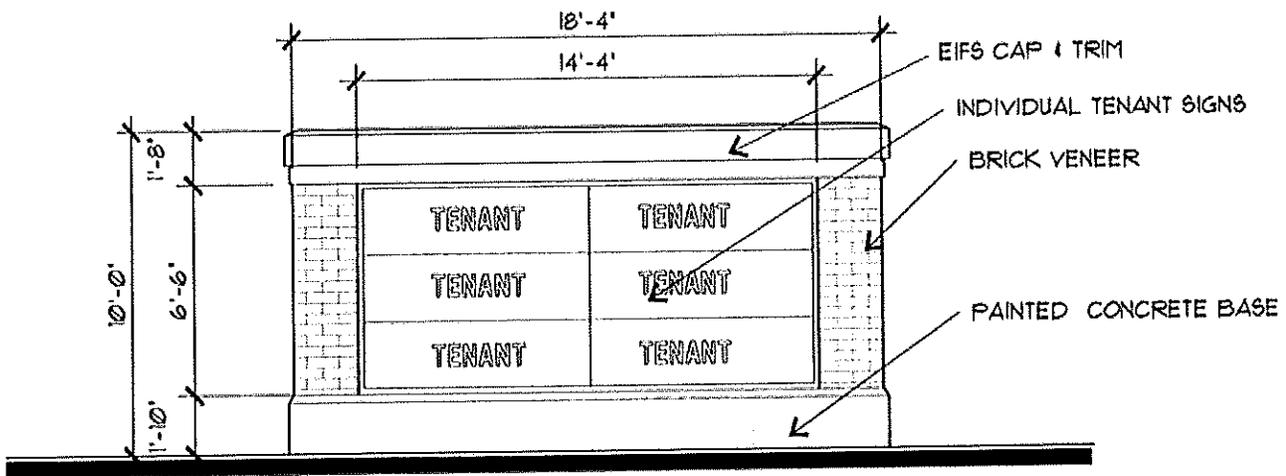
Double sided, internally illuminated Plexiglas sign panels contained within masonry structure.

### **NUMBER AND LOCATION**

As noted on signage key plan.

Monument signage shall be located at a set back distance of not less than 8'-0" from the right-of-way line and may be incorporated within the landscaping area or buffer.

Maximum structure area:	184 sf
Maximum signage area:	94 sf
Maximum height:	10'-0"



# 01 MULTI-TENANT MONUMENT SIGN ELEV.

NTS

183.33 TOTAL SF  
93.17 SIGNAGE SF

## **Single-Tenant Monument Signs**

(section revised 09-19-06)

### **TYPE OF SIGN**

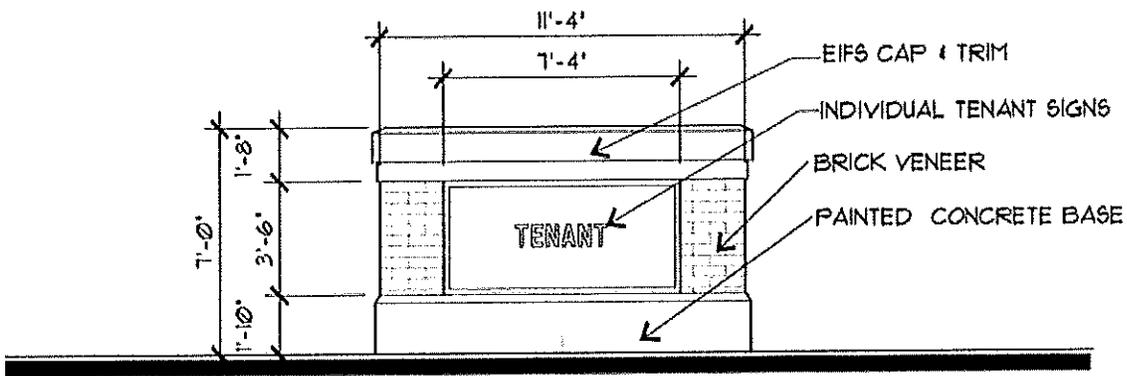
Double sided, internally illuminated Plexiglas sign panels contained within masonry structure.

### **NUMBER AND LOCATION**

As noted on signage key plan. One sign per lot.

Monument signage shall be located at a set back distance of not less than 8'-0" from the right-of-way line and may be incorporated within the landscaping area or buffer.

Maximum structure area:	80 sf
Maximum signage area:	25 sf
Maximum height:	7'-0"



**02 SINGLE-TENANT  
MOMUMENT SIGN ELEV.**

NTS

79.33 TOTAL SQ. FT.  
25.67 SIGNAGE SQ. FT.

## **Pylon Signs**

(section revised 09-19-06)

### **TYPE OF SIGN**

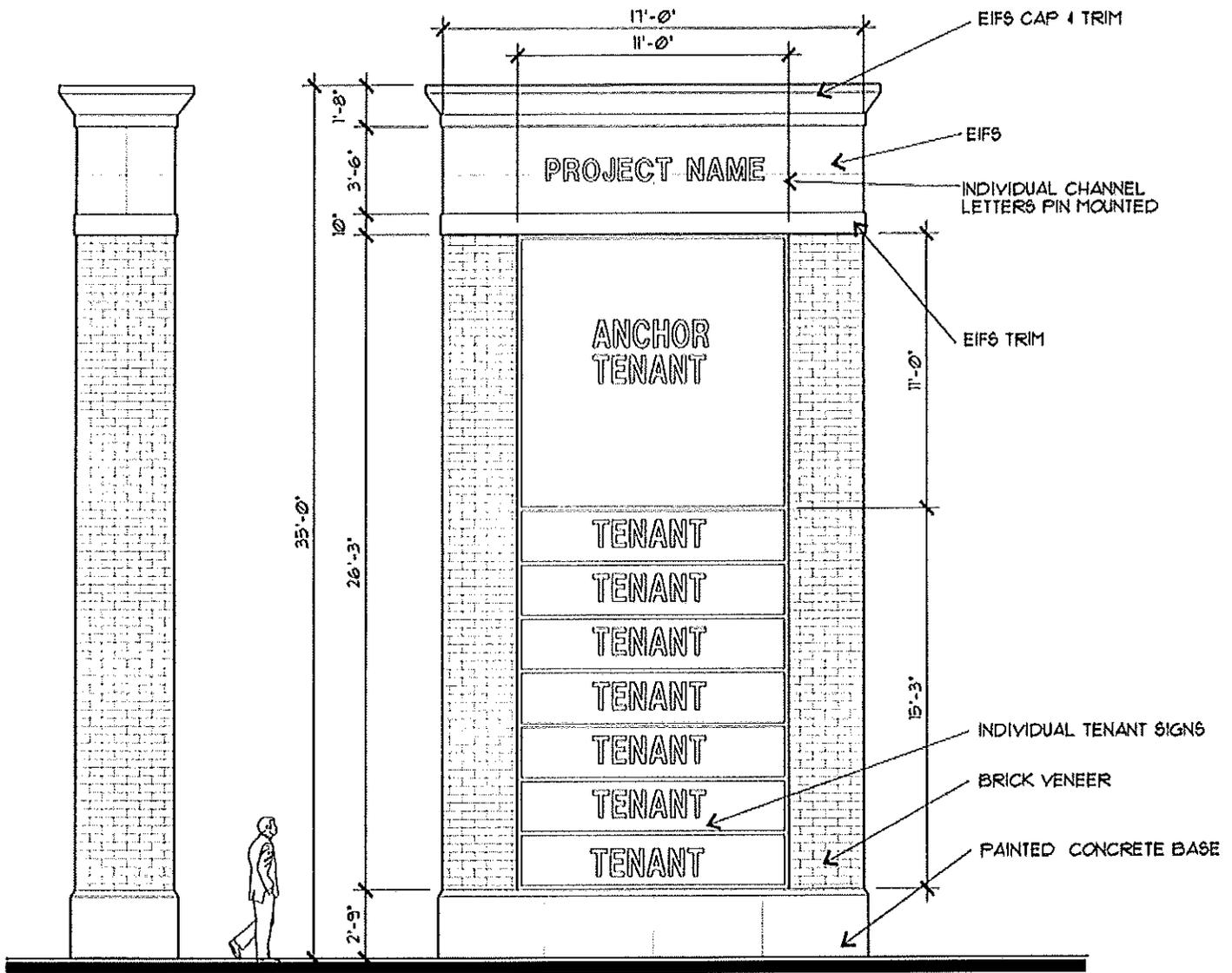
Double sided, internally illuminated Plexiglas sign panels contained within masonry structure.

### **NUMBER AND LOCATION**

As noted on signage key plan.

Pylon signage shall be located at a set back distance of not less than 8'-0" from the right-of-way line and may be incorporated within the landscaping area or buffer.

Maximum structure area:	595 sf
Maximum signage area:	349 sf
Maximum height:	35'-0"



**DOUBLE-FACED  
03 PYLON SIGN ELEV.**

595 TOTAL SF  
348.5 SIGNAGE SF

NTS

**Temporary Signage**  
(section added 09-11-06)

**DESCRIPTION**

Two (2)-quantity Temporary Marketing Signs to remain in place for a term up to 12 months from date of installation.

Maximum signage area for each sign:	64 sf
Maximum signage height each:	8'-0"

8' x 8' Retail Leasing Sign –  
Murphy, TX



**STAUBACH**

**RETAIL**

**MURPHY MARKETPLACE**

**Coming Soon  
500,000 SF Shopping Center  
Now Pre-leasing!**

(Leave room for Logos)

**972-361-5116**

**Max Miller**

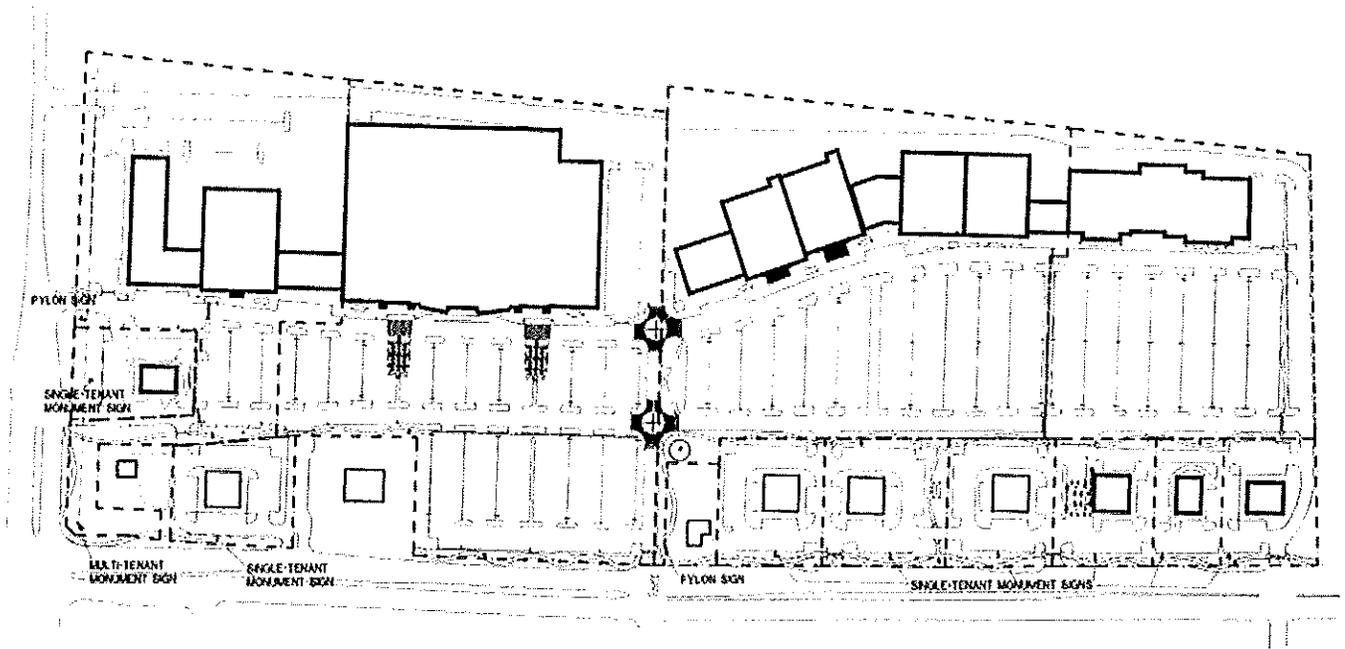
**972-361-5513**

**Steve Ewing**

**staubachretail.com**

Developed by:

**LANGFORD  
PROPERTY COMPANY**



**O'BRIEN & ASSOCIATES, INC.**  
 ARCHITECTURE • INTERIORS • PLANNING  
1500 W. 15TH STREET, SUITE 200, DALLAS, TEXAS 75202-4070

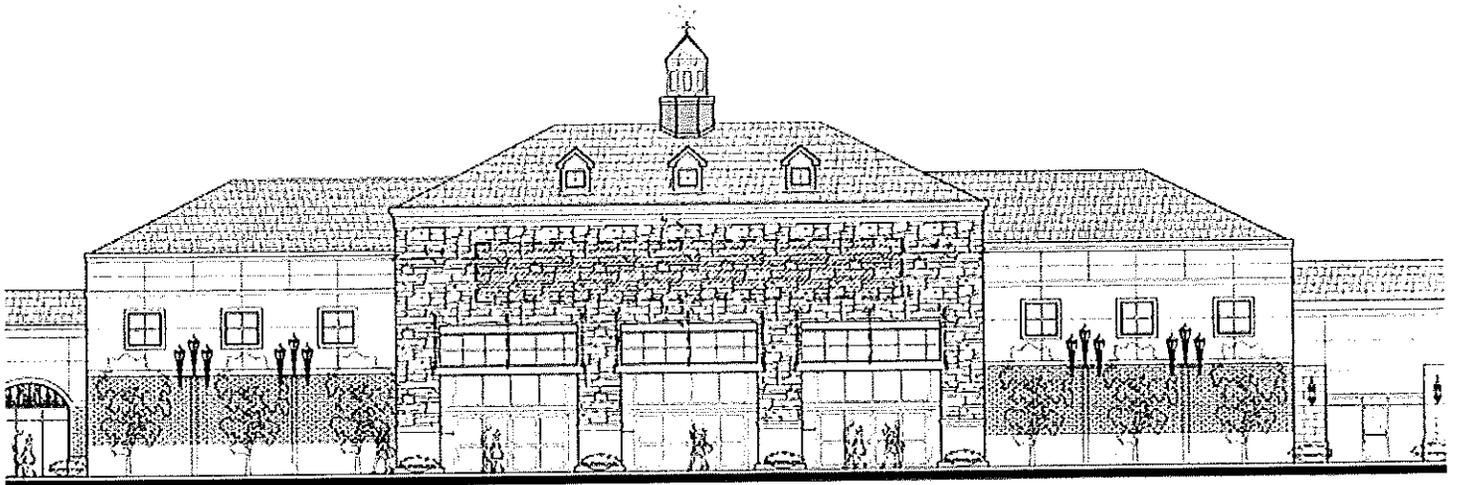
**MURPHY MARKETPLACE**  
 MURPHY, TEXAS  
**LANGFORD**



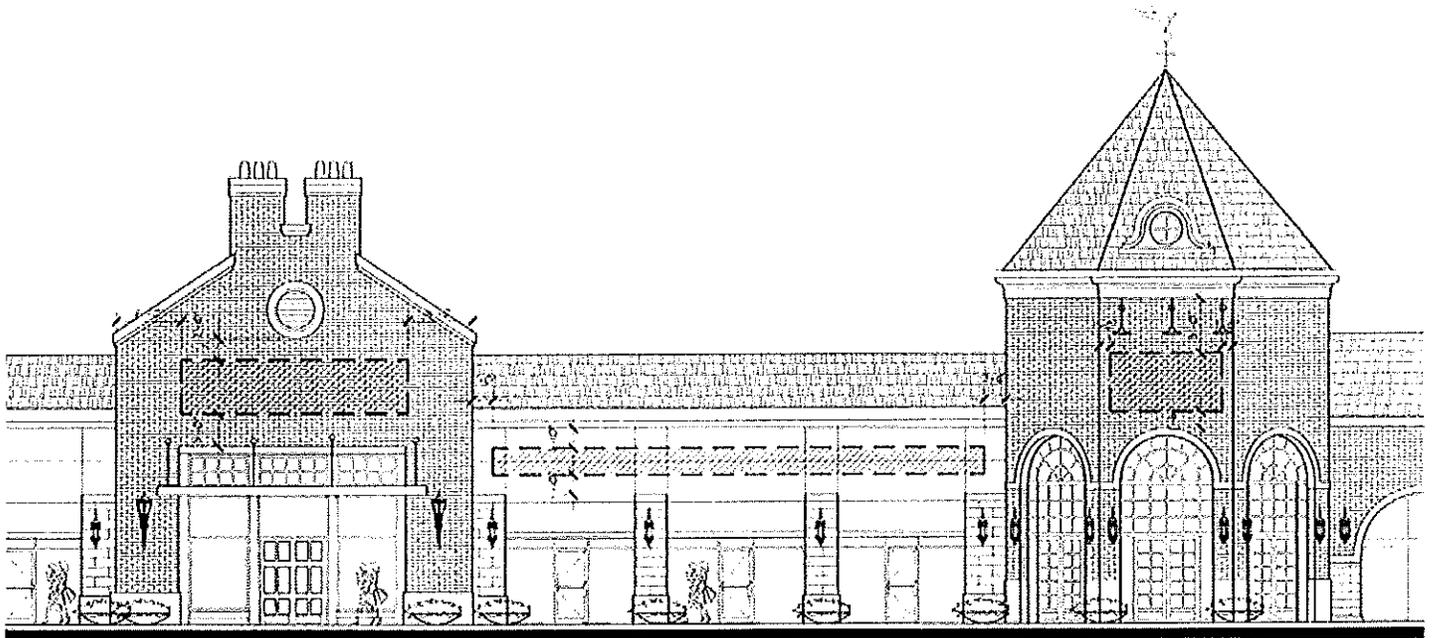
**NORTH**

**SIGNAGE KEYPLAN**

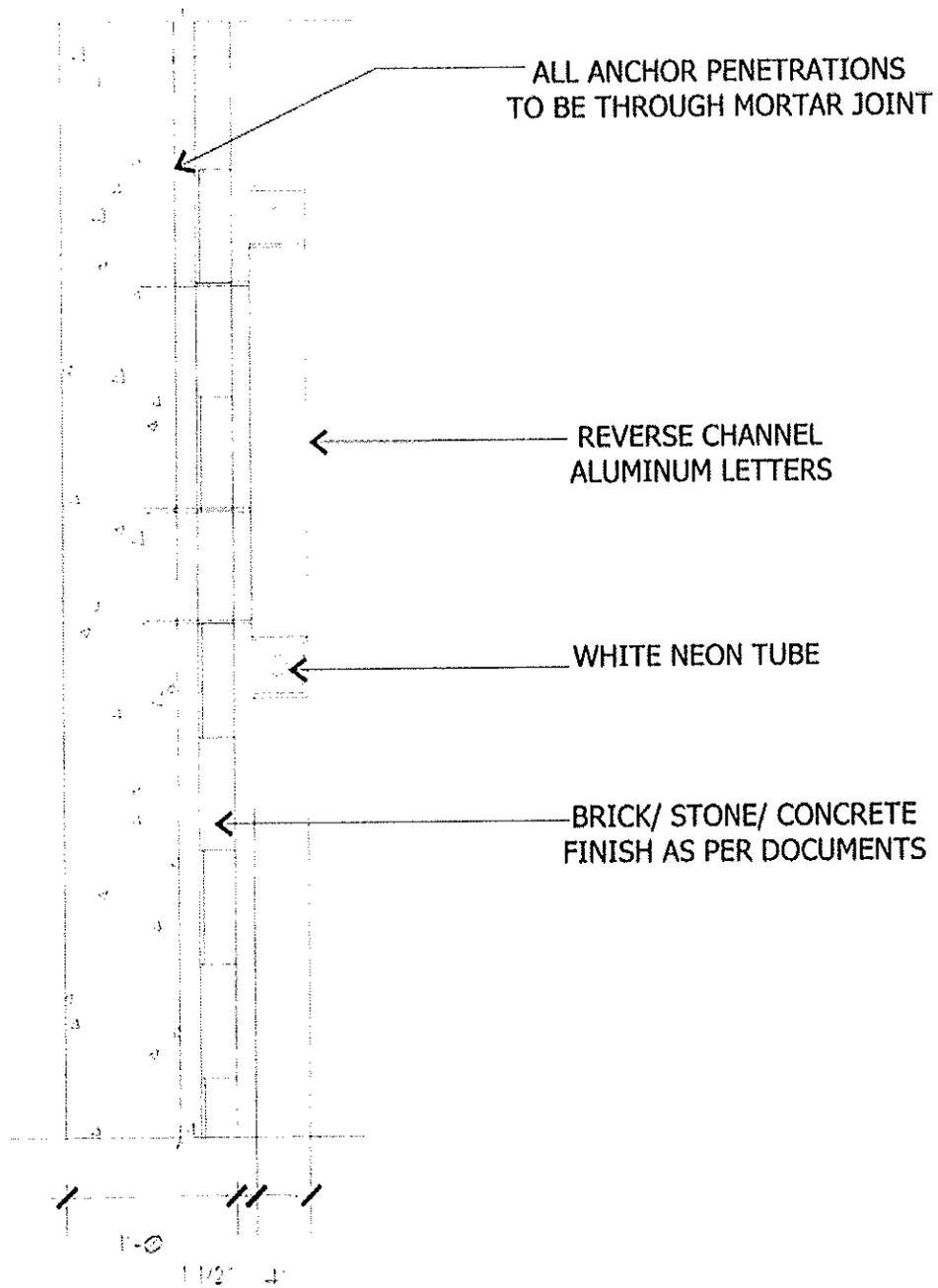
SCALE: AS SHOWN. DATE: 08/10/08  
 APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



ANCHOR SIGNAGE

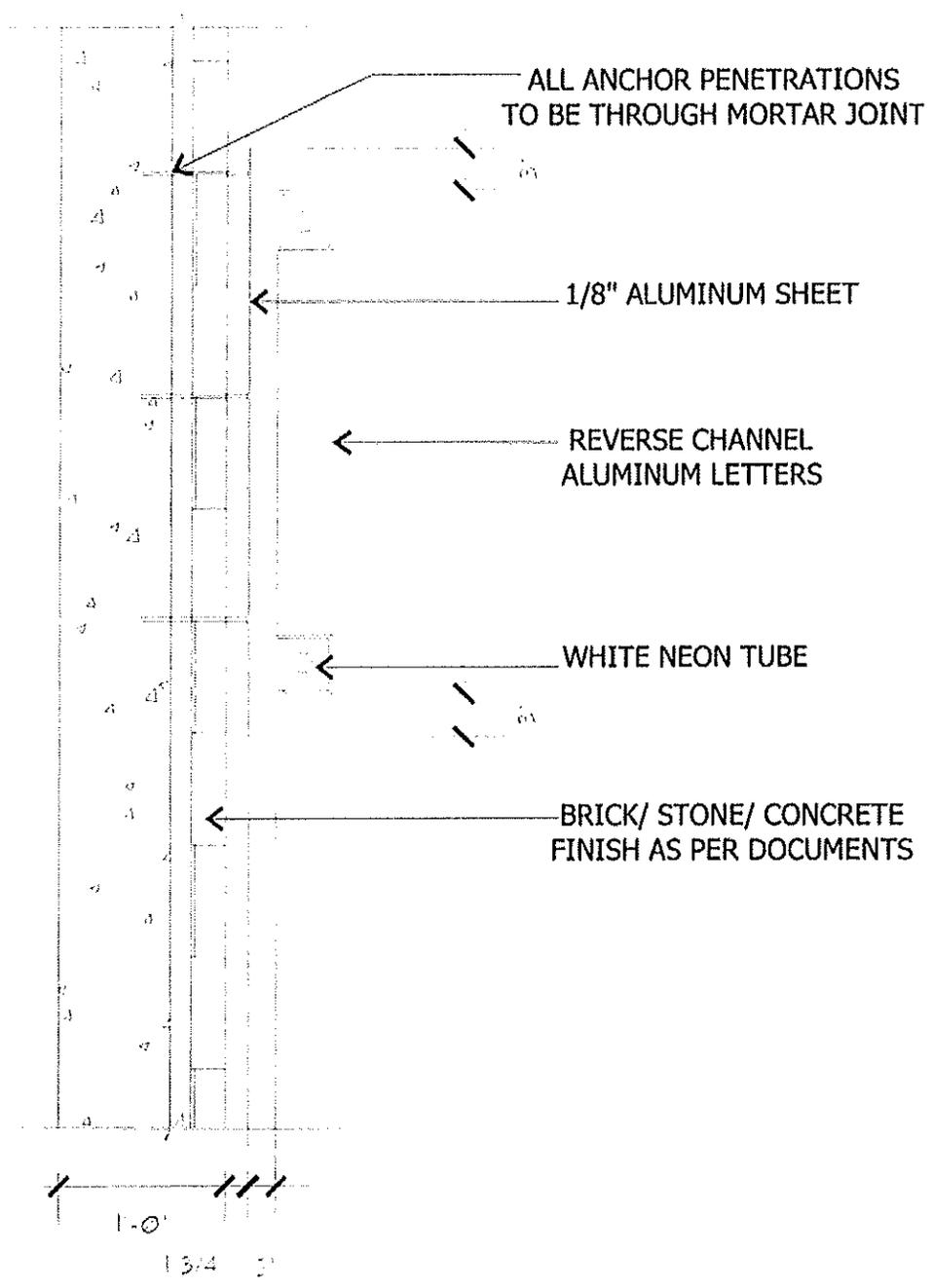


JR ANCHOR AND RETAIL SIGNAGE



**ANCHOR SIGN SECTION**

**FIG. 3**



**RETAIL SIGN SECTION**

**FIG. 4**

**EXHIBIT "G"**

**AMENITIES PLAN**



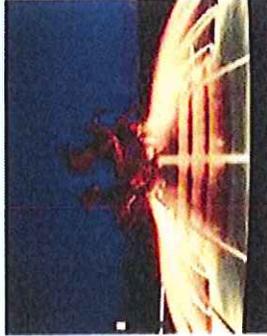
01 SIDEWALK LANDSCAPE



04 MEANDERING SIDEWALK



07 SIDEWALK PAVERS



02 WATER FEATURE



05 OUTDOOR DINING



03 LANDSCAPE AREA



06 DECORATIVE LIGHTING



08 BENCHES

DISCLAIMER: THESE IMAGES ARE REPRESENTATIVE EXAMPLES OF SITE FEATURES THAT MAY BE INCORPORATED INTO THIS PROJECT.



**O'BRIEN & ASSOCIATES, INC.**  
ARCHITECTURE • INTERIORS • PLANNING  
1100 W. MARKET ST., SUITE 100 • DALLAS, TEXAS 75201 • TEL: 214.751.7848

**MURPHY MARKETPLACE**  
MURPHY, TEXAS  
**LANGFORD**

**SITE AMENITIES**

SCALE NTS: \* 1/8" = 1'-0" \* ISSUE DATE: 04/18/20\*  
APPROVED BY: \* \* \* \* \* DATE:

DATE: 04/18/20

**EXHIBIT "H"**

**NORTH MAXWELL CREEK ROAD PLAN**



NO. 1000	NO. 1000


MAXWELL CREEK ROAD  
 EXHIBIT

**Adams**  
 ENGINEERING  
 22 E. Hwy 3, W. 34 Street, Fort Worth, TX 76102

THE ENGINEER AT THE BOTTOM OF THIS PAGE HAS REVIEWED THE PROJECT AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY OF FORT WORTH ENGINEERING STANDARDS AND SPECIFICATIONS. THE CITY OF FORT WORTH ENGINEERING STANDARDS AND SPECIFICATIONS ARE AVAILABLE AT THE CITY ENGINEERING DEPARTMENT, 22 E. HWY 3, W. 34 STREET, FORT WORTH, TEXAS 76102. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PROJECT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION PROVIDED OR THE RESULTS OF THE PROJECT.

REVISIONS	DATE	BY

**City Council Meeting  
October 2, 2012**

---

**Issue**

Consider and take appropriate action, if any, on an ordinance amending Section 9.100 of the Fee Schedule, water rates.

**Staff Resource/Department**

Linda Truitt – Finance Director

**Key Focus Area**

Finance

**Summary**

Increase the water rates to compensate for the increase of water purchased from North Texas Municipal Water District.

**Background/History**

During the FY 2013 budget process, it was determined that water rates should be increased to compensate for the increase of the cost water purchased by North Texas Municipal Water District. Council discussed, at length, the proposed increase during the budget workshop held on July 31, 2012. Two public hearings were held on August 28<sup>th</sup> and September 4<sup>th</sup> regarding the FY 2013 budget which included the proposed rate increase. On September 18<sup>th</sup> the City Council approved the FY 2013 Utility Fund Budget with the proposed water rate increase.

**Financial Considerations**

Each water tier will increase by \$0.30 per thousand gallons of water.

<b>New Rates</b>		<b>Sprinkler/Irrigation</b>	
<b>Gallons</b>	<b>Residential Rate</b>	<b>Gallons</b>	<b>Rate</b>
0-15,000	\$2.95	0-15,000	\$3.95
15,001 - 30,000	3.10	15,001 - 30,000	4.10
30,001 - 45,000	3.30	30,001 - 45,000	4.30
45,001 +	3.55	45,001 +	4.55

**Other Considerations**

N/A

**Board Discussion/Action**

City Council discussed the proposed water rate increase at the budget workshop on July 31<sup>st</sup>. Two public hearing on the FY 2013 budgets were held on August 28<sup>th</sup> and September 4<sup>th</sup>. On September 18<sup>th</sup> the City Council approved the FY 2013 Utility Fund budget which included the proposed water rate increase.

**Action Requested**

Approval of an ordinance amending Section 9.100 of the Fee Schedule by increasing water rates.

**Attachments**

1) Ordinance

**ORDINANCE NO. 12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS AMENDING APPENDIX A, FEE SCHEDULE, SECTION 9.100 OF THE MURPHY CODE OF ORDINANCES; AND PROVIDING FOR SAID ORDINANCE TO TAKE EFFECT FROM AND AFTER ITS DATE OF PUBLICATION.**

**WHEREAS**, the City Council has previously adopted a Fee Schedule on April 20, 2009; and amended the Fee Schedule on May 17,2011 and,

**WHEREAS**, City Council desires to amend the Fee Schedule to reflect the changes which may be assessed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, AS FOLLOWS:**

**SECTION 1. FINDINGS INCORPORATED**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2.** The City Manager is authorized to waive any fee contained in this Fee Schedule which is determined by the City Manager to be in the best interest of the City of Murphy, Texas.

**SECTION 3.** That Section 9.100 of the Fee Schedule of the City of Murphy, Texas is hereby amended, which shall read as follows:

**Section 9.100 Water and Sewer Usage Rates**

- 1) Water Service
  - a. \$60.00 new residential and commercial customer deposit
  - b. \$100.00 new renter customer deposit
  - c. \$100.00 for Builder's new construction deposit
  - d. Monthly Base Meter Fee +

Volumetric rate (per 1,000 gallons) with two customer classes

<b>Residential</b>		<b>Sprinkler/Irrigation</b>	
<b>Gallons</b>	<b>Rate</b>	<b>Gallons</b>	<b>Rate</b>
0-15,000	\$2.95	0-15,000	\$3.95
15,001 - 30,000	3.10	15,001 - 30,000	4.10
30,001 - 45,000	3.30	30,001 - 45,000	4.30
45,001 +	3.55	45,001 +	4.55

Base Rates per meter size:

¾ inch meter (Residential Standard	\$20.00
1 inch meter	\$37.40
1 ½ inch meter	\$74.80
2 inch meter	\$119.70
3 inch meter	\$239.40
Larger meters will be charged \$15.00 times the living unit equivalent according to the Water and Wastewater Impact Fee Update.	

- a. \$10.00 for a meter re-read when there is no problem found.
- b. A leak credit will be applied after a customer presents proof of repair of leak. An average charge will be applied based on water usage two months prior to the month of leak and one month after the leak. This average will apply to water usage only and leak credit shall be applied only once a 12 month period as appropriate.
- c. 10% penalty will be applied to the account balance if payment in full is not received within 20 days from the billing date.
- d. \$30.00 service fee will be applied to the account balance if payment in full is not received within 30 days from the billing date. All disconnections will take place on the following Wednesdays.
- e. Disconnect fees will be waived in the month of December.
- f. \$50.00 service fee will be applied during after hours, weekend and holidays with documentation that the bill has been paid at the City of Murphy online website or place in after house drop box (if payment is not in night box prior to next business day there will be assessed an additional \$30.00 service fee for another disconnection.
- g. At the discretion of the Billing Manager, a **onetime** courtesy adjustment of late penalty or \$30.00 service fee can be waived if account is in good standing for a period of 12 months straight.
- h. At the discretion of the Billing Manager, adjustments of late penalty and service fee can be waived for uncontrollable circumstances with proper documentation from the resident. Examples include: hospitalization, illness, family death; and/or other qualifying events.
- i. If any due date falls on a weekend or holiday, payments will be due on the next city business day.

**Section 4. EFFECTIVE DATE** of November 1, 2012.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Murphy, Collin County, Texas, on this the 2<sup>nd</sup> day of October, 2012.

**APPROVED:**

---

Bret M. Baldwin, Mayor  
City of Murphy

**ATTEST:**

---

Kristi Gilbert, City Secretary  
City of Murphy

**City Council Meeting**  
**October 2, 2012**

---

**Issue**

Consider and take appropriate action, if any, on an ordinance amending Section 8.300 of the Fee Schedule, solid waste rates.

**Staff Resource/Department**

Linda Truitt – Finance Director

**Key Focus Area**

Finance

**Summary**

Increase the solid waste fees to compensate for the increase from Waste Management for solid waste service.

**Background/History**

During the FY 2013 budget process, it was determined that the solid waste fees should be increased to compensate for the increase from Waste Management for solid waste service approved by City Council on March 6, 2012. Council discussed, at length, the proposed rate increase during the budget workshop held on July 31, 2012. Two public hearings were held on August 28<sup>th</sup> and September 4<sup>th</sup> regarding the FY 2013 budget which included the proposed rate increase. On September 18<sup>th</sup> the City Council approved the FY 2013 General Fund Budget with the proposed solid waste rate increase included.

**Financial Considerations**

The first poly cart rate will increase from \$12.44 to \$13.25 per month while an additional poly cart fee will increase from \$7.27 to \$10.00 per month

**Other Considerations**

N/A

**Board Discussion/Action**

City Council discussed the proposed solid waste rate increase at the budget workshop on July 31<sup>st</sup>. Two public hearings on the FY 2013 budgets were held on August 28<sup>th</sup> and September 4<sup>th</sup>. On September 18<sup>th</sup> the City Council approved the FY 2013 General Fund budget which included the proposed solid waste rate increase.

**Action Requested**

Approval of an ordinance amending Section 8.300 of the Fee Schedule by increasing solid waste rates.

**Attachments**

1) Ordinance



**ATTEST:**

---

Kristi Gilbert, City Secretary  
City of Murphy

**Issue**

Consider and take appropriate action, if any, on the request for sewer service at 605 Kinney Drive.

**Staff Resource / Department**

James Fisher, City Manager  
Kim Lenoir, Director of Parks and Public Works  
Gary Hendricks, P.E., City Engineer

**Key Focus Area**

Infrastructure – Waste Water Improvements on Kinney Drive.

**Summary**

The City Council reviewed this item on June 19, 2012 and asked staff to research this item further. Mark Miller, owner at 605 Kinney Drive, is asking the City to provide sewer service to his property. Mr. Miller purchased this property several years ago and began his due diligence regarding sewer service at that time. Mr. Miller was assured by two City staff members that sewer was close by and that it would not be a problem. Mr. Miller was advised that his only cost would be that of a manhole. It is my understanding that the cost of sewer extension or impact fees were not discussed with him.

**Background/History**

This tract was final platted in August 2009. The original submitted was in March 2008. During both reviews of the plat, the City Engineer advised staff that the properties in question did not have sewer service and that it would need to be extended. I have not found any staff notes that address this issue, but it appears that staff dropped the ball.

The City staff did install a 4” sanitary sewer lateral on the property north of 605 Kinney Drive and connected it to 553 and 601 Kinney Drive. This installation was done incorrectly, and the connection to 553 and 601 Kinney Drive are in violation of the City’s development regulations. This sewer line also causes major service issues for the Public Works employees.

The City Engineer has conducted a detailed review of this issue along with recommendations. This review and recommendations are attached in his August 14, 2012 letter.

**Financial Considerations**

The estimate for extending sewer service to 605 and correcting 553 and 601 Kinney Drive is approximately \$110,400 [\$74,000 construction, \$2,200 for Quality Control and testing, \$7,000 for Land Right Acquisitions (possibly donated), and \$27,000 for engineering, surveying, admin., etc.]. The project will have to be bid, so the estimates will change. The funds for this project will come from the Utility Fund Reserves.

The homeowner will pay water and sewer impact fees when he builds on this property. Those fees will not cover the expense to install the sewer service in this location.

**Action Requested**

The City Council is requested to authorize extension of sewer service to 605 Kinney Drive, authorize the correction of the sewer system servicing 553 and 601 Kinney Drive, and direct the City Manager to prepare all necessary documents for bid solicitation and construction purposes.

**Attachments**

- 1) August 14, 2012 BHC Letter
- 2) Email from Christine Johnson, 6-19-2012

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
PAUL A. CARLINE, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.

August 14, 2012

Mr. James Fisher  
City Manager  
City of Murphy  
206 N. Murphy Road  
Murphy, Texas 75094

Re: Kinney Drive Sanitary Sewer  
Evaluation, Recommendation and Engineering Fee Proposal

Dear Mr. Fisher:

As you requested, we have evaluated the available sanitary sewer service to Lot 2 of the Kinney Ranch Addition to the City of Murphy (605 Kinney Drive). We are enclosing a project vicinity map for your reference.

**Kinney Ranch Addition - Review History**

As we previously discussed, this project is necessitated by the circumstances of the apparent approval of the Kinney Ranch Addition by the City of Murphy on August 17, 2009 without requiring the developer to extend sanitary sewer service to the two lots in the addition. Our firm reviewed the Final Plat for this addition on behalf of the City originally on March 11, 2008 and again on August 20, 2009 (apparently after the approval date). In both review letters to the City, we expressed the need to extend sanitary sewer service to this addition. We are enclosing copies of both letters for your review. We are not clear how or why the Kinney Ranch Addition was accepted by the City without adequate sanitary sewer service.

**Evaluation**

Based on information provided by the City's public works crews and our own field surveys, we have confirmed:

1. There no sewer service to lot 2 (605 Kinney Drive);
2. Lot 1 (601 Kinney Drive) is served by a 4-inch sanitary sewer service lateral that is shared with the property immediately adjacent to the north at 553 Kinney Drive. We believe the service lateral connects to the City's 6-inch sanitary sewer line that terminates at a manhole just north of the lot at 553 Kinney Drive. The shared sewer service is a violation of the City's development standards. Further, this 4-inch service lateral is on a grade less than allowed by the Texas Commission on Environmental Quality (TCEQ).
3. Based on discussions with the City's public works staff, we understand this 4-inch service lateral is a continuing maintenance issue. Again, this situation is most likely related to the fact that 2 houses are services from one (1) service lateral and that the service lateral is laid on a grade flatter than normally acceptable. However, our field surveys have confirmed the existing 6-inch sanitary sewer serving this shared service lateral is on an acceptable grade with adequate capacity.

**Recommendations**

1. In order to provide adequate sanitary sewer service to Lot 2 of the Kinney Ranch Addition (605 Kinney Drive), and correct the shared sewer service lateral on utilized by Lot 1 of the Kinney Ranch Addition, we recommend construction of approximately 600 linear feet of 6-inch sanitary gravity sewer from the north line of the Kinney Ranch Addition, south along the west side of Kinney Drive and connecting to the existing 6-inch sanitary sewer on the south side of the tributary to Maxwell Creek. At this stage, we believe an aerial crossing of the tributary to Maxwell Creek will be necessary. This project will require the acquisition of a sanitary sewer easement from the adjoin property owner to the south of the Kinney Ranch Addition at 639 Kinney Drive. We have shown this recommended corrective measure on the enclosed project location map
2. Although the recommendation above will correct the shared sewer service and relieve some of the sewer demand, because of continuing reports of problems in this area, we recommend the City televisive the 6-inch sanitary from 553 Kinney to the manhole at the Kinney Dr. turn to the east to determine its condition.

**Summary**

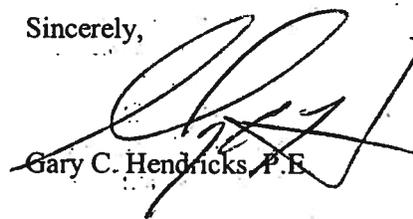
Based on these recommendations and our enclosed engineering fee proposal, we suggest the City budget the following amounts for this project:

Opinion of Probable Construction:	\$74,000
Quality Control and Material Testing:	\$ 2,200
Land Rights Acquisitions:	\$ 7,000
Engineering, Surveying, Easement Preparation and Const. Admin.:	<u>\$27,200</u>
<b>Total Project Budget:</b>	<b>\$110,400</b>

We are enclosing our itemized opinion of probable construction cost for both recommended segments of this project for your review and consideration.

As you previously directed, we are enclosing two (2) sets of our professional services agreement for the recommended corrective measures outlined above. If the agreement meets with your approval, please sign and return one (1) set to our office. We look forward to working with you and the City of Murphy on this important project and are standing ready to begin our design efforts on this project immediately upon your written authorization to proceed.

Sincerely,

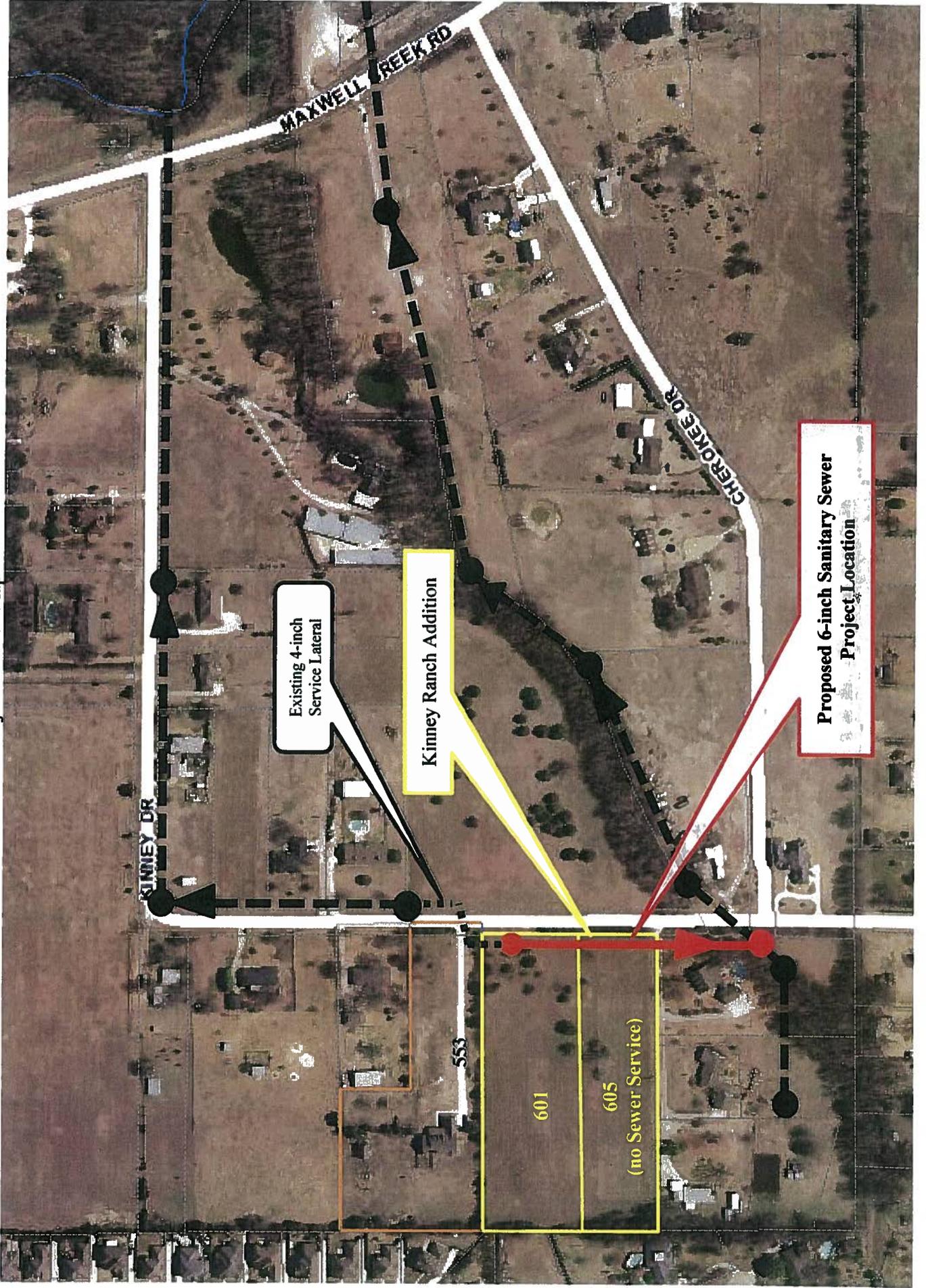


Gary C. Hendricks, P.E.

Enclosures

cc: Ms. Kim Lenoir

City of Murphy, Texas  
Kenny Ranch Addition – Sanitary Sewer Extension  
Project Location Map



**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

Project No. 4026-160

Client: City of Murphy  
 Project: Kinney Drive Sanitary Sewer Line  
Service for 601 Kinney Drive

Date: 15-Aug-12  
 By: GCH

**ENGINEER'S OPINION OF CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Price	Amount
1	Furnish & Install 6-Inch SDR35 PVC Sanitary Sewer Line by Open Cut	525	L.F.	\$ 40.00	\$ 21,000.00
2	Furnish & Install 6" SDR 35 PVC w/ 12" Steel Encase Pipe (1/4" Thick Wall) Aerial Crossing by Open Cut, including Class 'G' Embedment, Conc Collars, Steel Couplings, & all appurtenances to complete Aerial Crossing	75	L.F.	\$ 225.00	\$ 16,875.00
3	Furnish & Intsall 18" Pier w/ Pier Cap	2	Ea	\$ 3,250.00	\$ 6,500.00
4	Furnish & Install 4-Foot Dia. Standard Manhole	2	Ea	\$ 3,800.00	\$ 7,600.00
5	Connect to Existing 6-Inch Sanitary Sewer	1	Ea	\$ 600.00	\$ 600.00
6	Removal and Replacement of Asphalt Paving	30	S.Y.	\$ 90.00	\$ 2,700.00
7	Furnish & Install Trench Safety Plan	1	L.S.	\$ 1,000.00	\$ 1,000.00
8	Furnish & Install Trench Safety System	525	L.F.	\$ 1.50	\$ 787.50
9	Furnishing Storm Water Pollution Prevention Plan	1	L.S.	\$ 1,500.00	\$ 1,500.00
10	Implementation of Storm Water Prevention Plan	525	L.F.	\$ 1.00	\$ 525.00
11	Traffic Control Plan & Implementation	1	L.S.	\$ 2,500.00	\$ 2,500.00
	<b>Subtotal:</b>				\$ 61,587.50
	Contingencies and Miscellaneous Items	20%			\$ 12,317.50
	<b>Construction Subtotal:</b>				\$ 73,905.00
	Land Rights	0.24	L.S.	\$ 25,000.00	\$ 7,000.00
	Quality Control and Material Testing	3.00%	of Construction		\$ 2,217.15
	<b>Project Subtotal:</b>				\$ 80,905.00
				<b>USE:</b>	\$ 81,000.00

**BIRKHOFF, HENDRICKS & CONWAY, L.L.P.**  
**CONSULTING ENGINEERS**

7502 Greenville Ave., #220

Dallas, Texas 75231

Fax (214) 361-0204

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
RONALD V. CONWAY, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
PAUL A. CARLINE, P.E.  
MATT HICKEY, P.E.

March 11, 2008

Mr. Jeff Bickerstaff  
Assistant City Manager  
City of Murphy  
205 N. Murphy Road  
Murphy, Texas 75094

Re: Kinney Ranch Addition

Dear Mr. Bickerstaff:

We have reviewed the Construction Plat dated November 19, 2007 for the Kinney Ranch Addition prepared by PSA Engineering for Nhat Nguyen. The plat has been prepared in general accordance with the City's Subdivision Ordinance. However, the following items should be acceptably resolved prior to final acceptance of this plat:

1. This plat is labeled as a Preliminary Plat, but should be labeled as a Construction Plat.
2. A 25-foot wide right-of-way for Kinney Drive was dedicated to the City of Murphy by the previous property owner, Frank Espinosa, in 1996, and should not be included in the area to be platted.
3. Similarly a 10-foot wide drainage and utility easement parallel and adjacent to the 25-foot street right-of-way was granted the City in 1996, and should be shown on the plat.
4. The length shown for the common line between Lots 1 and 2 does not appear to be correct.
5. The volume and page of the deed conveying the property to the current owner is to be shown in the Property Owner's Certificate.
6. The word "said" in the first call of the property description should be changed to "the."
7. The plat is to contain ground contours with intervals of two feet or less.
8. The required notice prohibiting selling a portion of the addition by metes and bounds needs to be shown.
9. A note concerning the presence of flood plains is to be shown the plat.

Mr. Jeff Bickerstaff  
City of Murphy  
March 11, 2008  
Page 2 of 2

10. A Drainage Area Map is to be included with the Construction Plat showing onsite and off site drainage areas affecting the area to be platted.
11. The 50-foot wide right-of-way of Kinney Drive is to be shown and labeled on the plat.
12. No sanitary sewer service is shown for Lot 2.
13. The owner's address and telephone number are to be shown on the plat.
14. The property owner is obligated to improve Kinney Drive to City Standards, or to escrow funds for the future improvement of the road.

We will be happy to discuss our review of these documents at your convenience.

Sincerely yours,



Ronald V. Conway, P.E.

cc: Mr. Jim Berzina  
Mr. Johnny Boles  
PSA Engineering

**BIRKHOFF, HENDRICKS & CONWAY, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
RONALD V. CONWAY, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
PAUL A. CARLINE, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.

August 20, 2009

Mr. Jeff Bickerstaff  
Assistant City Manager  
City of Murphy  
205 N. Murphy Road  
Murphy, Texas 75094

Re: Kinney Ranch Addition

Dear Mr. Bickerstaff:

We have reviewed the Final Plat dated June 23, 2009 for the Kinney Ranch Addition prepared by PSA Engineering for Nhat Nguyen.

Our review is for general compliance with the City of Murphy development requirements and normal engineering practices and does not relieve the engineer of record of his responsibilities under the Texas Engineering Practice Act. This is our second review of this plat. As such, we will repeat our initial review comments in *italics text* and then indicate the status for this review in **bold text**. Additional comments may be added and are so indicated.

1. *This plat is labeled as a Preliminary Plat, but should be labeled as a Construction Plat.*- **Status this review: Plat has been labeled as Final Plat**
2. *A 25-foot wide right-of-way for Kinney Drive was dedicated to the City of Murphy by the previous property owner, Frank Espinosa, in 1996, and should not be included in the area to be platted.*- **Status this review: Completed**
3. *Similarly a 10-foot wide drainage and utility easement parallel and adjacent to the 25-foot street right-of-way was granted the City in 1996, and should be shown on the plat.*- **Status this review: The drainage and utility easement is not shown on the plat, and appears that this easement will overlap an existing easement. Verify location and widths of easements along Kinney Drive.**
4. *The length shown for the common line between Lots 1 and 2 does not appear to be correct.*-**Status this review: Completed**
5. *The volume and page of the deed conveying the property to the current owner is to be shown in the Property Owner's Certificate.*- **Status this review: Completed**
6. *The word "said" in the first call of the property description should be changed to "the."* - **Status this review: Completed**

Mr. Jeff Bickerstaff  
City of Murphy  
August 20, 2009  
Page 2 of 2

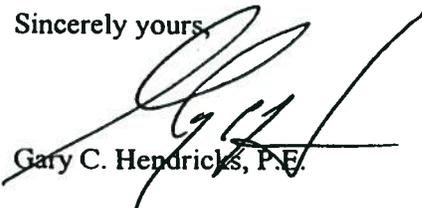
7. *The plat is to contain ground contours with intervals of two feet or less.- Status this review: Not required.*
8. *The required notice prohibiting selling a portion of the addition by metes and bounds needs to be shown. – Status this review: Completed*
9. *A note concerning the presence of flood plains is to be shown the plat.- Status this review: Completed*
10. *A Drainage Area Map is to be included with the Construction Plat showing onsite and off site drainage areas affecting the area to be platted.- Status this review: Was not included*
11. *The 50-foot wide right-of-way of Kinney Drive is to be shown and labeled on the plat.- Status this review: Completed*
12. *No sanitary sewer service is shown for Lot 2.- Status this review: Did not receive utility plan*
13. *The owner's address and telephone number are to be shown on the plat.- Status this review: Completed*
14. *The property owner is obligated to improve Kinney Drive to City Standards, or to escrow funds for the future improvement of the road. – Status this review: Escrow summary provided by PSA Engineering does not include an amount for the storm drainage, 4-foot sidewalk, or engineering and surveying services.*

**Supplemental Comments, This Review**

1. Legal description does not match call outs shown on the sheet.
2. Eastern property line does not appear to be near the centerline of Kinney Drive, as state in the legal description.
3. Clarify the eastern boundary line with regards to the 20-foot City of Murphy easement within the 50-foot right-of-way.

The plans provided for the review are attached with this letter. We will be happy to discuss our review of these documents at your convenience.

Sincerely yours,

  
Gary C. Hendricks, P.E.

cc: Mr. Jim Berzina  
Mr. Johnny Boles  
PSA Engineering

## James Fisher

---

**From:** Bret Baldwin  
**Sent:** Tuesday, June 19, 2012 4:52 PM  
**To:** Council; James Fisher  
**Subject:** Fwd: Item for 605 Kinney on tonight's agenda.....

FYI

Sent from my iPad

Begin forwarded message:

**From:** CHRISTINE JOHNSON <[milronusa@verizon.net](mailto:milronusa@verizon.net)>  
**Date:** June 19, 2012 9:38:48 AM CDT  
**To:** "[bbaldwin@murphytx.org](mailto:bbaldwin@murphytx.org)" <[bbaldwin@murphytx.org](mailto:bbaldwin@murphytx.org)>  
**Subject:** Item for 605 Kinney on tonight's agenda.....  
**Reply-To:** CHRISTINE JOHNSON <[milronusa@verizon.net](mailto:milronusa@verizon.net)>

Good Morning, Mayor Baldwin,

I could not find the submission for public comment form on the updated city website, so am sending this to you, in hopes that the Council will consider this as my statement when making their determinations tonight regarding 605 Kinney. I had hoped to attend in person, but Ron's Dad is in ICU at the VA hospital, so not possible. You know me from being pretty outspoken (mouthy?) on the Board of Adjustment, and the Building and Fire Code Appeal Board, so maybe this manner of presentation is best for all?!

If I read the brief synopsis correctly, the City is looking to spend approximately \$75K of the taxpayers' dollars to bring a sewer hookup to this lot. This lot was apparently a divided replat to create two separately owned build sites in 2009. Given that there is a technically a sewer tap access in the

NE corner of the lot south of this property, just across a private gravel single path driveway, I feel, both as a custom builder, and as a taxpayer in Murphy, the City's obligation has been completed. It would be up to the builder and/or the property owner to handle the boring under the drive, and the sewer tap to bring service to this lot. We have dealt with this many, many times in various municipalities around the metroplex, and in close-in rural Collin County, and by every other city's standards, by having a line accessible in the City easement, Murphy's obligations are complete. There are a few other parcels in S.E. Murphy similar, and a yes vote would be setting a precedent to obligate the City for the other potentially buildable lots.

Short of that, the common payment called an impact fee should be charged (generally to the builder, but if not, the property owner if no immediate build plans are in place), to include the cost of time, labor, materials if the City's public works performs this. It should not be monies removed from the City budget for the good of one property. I realize ultimate taxes on developed land are

higher than what Murphy is now collecting on an undeveloped lot, but should you go forward with this

expenditure, it will take a substantial amount of years to recoup in taxes, what was spent, based on your included line-item spreadsheet.

When you buy any property, particularly a replatted one, before you plunk your money down, you need to have done your due diligence on what you are getting for that money, particularly when the land is in what was a rural area, and is still considered acreage area. This has come up before in our immediate area, and also in the general area. The first example was the 2 acre property on Cherokee, that some years back the City determined the cost was north of \$400K to run utilities from South Maxwell Creek west to the lot in question. More newsworthy was a case a few years ago for a family that bought a lot in Parker that nothing had been stubbed to the closest legal easement, so without significant investment of their own monies, they could not get water, sewer, etc. These both are good examples of why a potential buyer should perform their own research BEFORE buying land to build on.

I respectfully request that the City Council reject this item as a City obligation.  
Thank you.

***Christine Johnson, B.F.A.,C.G.B.,C.G.R., Owner***  
**Mil-Ron Custom Construction**  
**501 Cherokee Dr Murphy, TX 75094**  
**Off: 972-422-0598 Cell: Chris-214-724-4864 / Ron 214-724-4874**  
***Unique Design/Build for Dallas/Collin Counties for Over 25 Years!***

**Issue**

Consider and/or act upon the proposed Lease Agreement between the City of Murphy and PSA (Plano Sports Authority).

**Staff Resource/Department**

Kim Lenoir, Parks

James Fisher, City Manager

**Summary**

The proposed Lease Agreement, if adopted, by the City Council, would allow the Plano Sports Authority to build an 85,000 square foot facility in Murphy on the western edge of Central Park.

**Background**

The City and PSA began discussions earlier this summer regarding the idea of building a PSA facility in Murphy. The City staff has been working very aggressively on the details of the project and the potential impact to the infrastructure at Central Park. The City Council and Park Board have both had public meetings on this project. If the City Council approves this Agreement, PSA will submit Site Plans in October and anticipates construction to begin in December or January. The scheduled opening of the facility would be one year from the date of construction beginning.

**Attachments**

- 1) Lease Agreement
- 2) Proposed Site Plan Exhibits

THE STATE OF TEXAS     §  
  §  
COUNTY OF COLLIN     §

KNOW ALL MEN BY THESE PRESENTS:

**LEASE AGREEMENT**

This Lease Agreement (hereinafter referred to as "Lease") is entered into on this the \_\_\_\_ day of \_\_\_\_\_ 2012, by and between **PLANO SPORTS AUTHORITY, INC.**, a duly authorized Texas nonprofit corporation, (hereinafter referred to as "LESSEE" or "PSA"), and the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation located in Collin County, Texas, (hereinafter referred to as "LESSOR" or "City") acting by and through its City Manager or his designee.

**I.  
GRANT AND TERM**

**Section 1.01. GRANT.** LESSOR does lease and demise unto LESSEE, and LESSEE leases from LESSOR, a certain area and improvements thereon, either currently existing or to be constructed, located within Central Park, Murphy, Collin County, Texas (hereinafter referred to as the "Leased Premises"), being more particularly described in the description attached hereto as Exhibit "A". Exhibit "A" is incorporated by reference as if written herein word for word. Lessor and Lessee agree to request a survey and supplement Exhibit A with the survey upon completion. Survey costs will be split between the parties.

**Section 1.02. EFFECTIVE DATE.** This Lease shall be and become effective on the date first entered above (the "Effective Date").

**Section 1.03. TERM.** The Initial Term of this Lease shall be for thirty (30) years, beginning on the Effective Date as described in Section 1.02 above. At the end of the thirty year initial term (hereinafter referred to as the "Initial Term"), LESSEE shall have the option to extend this Lease for two (2) additional ten (10) year terms upon the written request of the LESSEE presented to LESSOR not later than sixty (60) days prior to the date of termination of the Initial Term or extended term and, subject to the prior written consent of the LESSOR, which consent shall not be unreasonably withheld or denied so long as (a) LESSEE, during the last five (5) years of the Initial Term of the Lease or any extension thereof, continues to operate the improvements in a manner consistent with the purposes set forth below and so long as the services offered by LESSEE continue to be attractive to the citizens of the City and in the best interest of the citizens of the City, and (b) LESSEE is not in material default of this Lease. The rental rate and balance of the terms of this Lease shall remain the same for the extended term(s), except as provided herein or to reflect changes in the law.

**Section 1.04. CONDITION OF LEASED PREMISES.** Except as otherwise provided in this Lease, LESSOR has not made and does not make and specifically disclaims any representations, guarantees, promises, covenants, agreements or

warranties of any kind or character whatsoever unless otherwise provided for herein, whether express or implied, concerning or with respect to the nature, quality or condition of the Leased Premises, the suitability of the Leased Premises for uses allowed under this Lease, or merchantability or fitness for a particular purpose. LESSEE acknowledges it will examine the Leased Premises when constructed and anticipates accepting such premises in the "AS IS" condition upon issuance of a certificate of occupancy. Except as may otherwise be provided for herein or at its election, LESSOR shall not be required to maintain or to make any improvements, repairs or restorations to the improvements (as defined in Section 3.01). LESSOR shall repair, maintain and restore the improvements (including the parking lot and landscaping) on the Leased Premises; but, LESSOR shall never have any obligation to repair, maintain or restore, during the term(s) of this Lease, the Improvements on the Leased Premises.

**Section 1.05. EARLY TERMINATION.** Either party shall have the right to terminate this Lease in the event that LESSEE has not commenced construction of the Improvements (defined in Section 3.01) on or prior to the ninth (9<sup>th</sup>) month following the Effective Date of this Lease. In such regard, LESSEE represents it has secured funding for construction of the Improvements in amounts equal to or in excess of thirty three percent (33%) of the budgeted costs for the Improvements. At such time as LESSEE commences construction of the Improvements it shall thereafter proceed with uninterrupted diligence and reasonable efforts to cause construction to be completed within a reasonable time thereafter, subject to a force majeure event as described in Article XV.

## II. CONSIDERATION

**Section 2.01. CONSIDERATION DURING THE TERM.** Consideration for the term of this Lease shall be **TEN DOLLARS (\$10.00)** per year and other good and valuable consideration, including but not limited to services to Murphy citizens, and citizens of surrounding municipalities by LESSEE, and the use of the facilities by the LESSOR as set forth in Section 3.03 below. All monetary amounts due shall be payable to the City of Murphy, Attention: City Manager's Office, 206 North Murphy Road, Murphy, Collin County, Texas 75094 and shall be due on the Effective Date of this Lease and annually each year thereafter on the anniversary of the Effective Date.

## III. USAGE OF THE LEASED PREMISES

**Section 3.01. USE OF LEASED PREMISES.** It is the intent of the parties that this Lease shall be to construct, maintain and operate a multi-purpose indoor athletic facility, including offices, and other multi-use indoor spaces (referred to herein as the "Improvements") to serve the LESSOR, Murphy community, and citizens of surrounding communities. The Leased Premises shall be used only for the following purposes:

- (a) To provide year round, supervised recreational, competitive, educational and instructional athletic activities and tournaments for all interested children and adults who voluntarily elect to participate in the programs offered by LESSEE, and
- (b) To promote charitable and educational athletic activities and to promote community awareness for all participants regardless of race, age, color, religion, sex, disability, ancestry, national origin or place of birth by sponsorship of various programs adopted or offered by LESSEE, and
- (c) To provide administrative support for the organizations utilizing the facility to conduct activities, events, and for historical/educational purposes.

In addition, because the Leased Premises are located on designated park property, LESSEE agrees to use the Leased Premises for uses consistent with or in furtherance of public use and enjoyment of the park and in a manner which will not interfere with the use of the park for park purposes. The Leased Premises shall also be used in accordance with the City of Murphy Code of Ordinances, as amended.

LESSOR and LESSEE shall have an annual planning meeting (hereinafter referred to as the "Annual Planning Meeting") to review programs and activities such as events, tournaments, leagues, etc. conducted in, or in the immediate vicinity of, the Leased Premises. This shall include, but not be limited to, Kimbrough Stadium, Murphy Central Park and the Improvements. LESSOR and LESSEE, through the respective offices of the City Manager or his designee and PSA's General Manager (the "General Manager"), shall coordinate uses to minimize conflict in the area. LESSEE shall make all reasonable effort to meet with and/or secure known dates and schedules from the Plano Independent School District (PISD) for events at Kimbrough Stadium. A representative from PISD may be invited to the Annual Planning Meeting.

LESSEE shall operate the Improvements within the hours set forth in the City of Murphy ordinance governing park sites, as amended (hereinafter referred to as the "Park Ordinance".) Hours of operation may be extended by permit by the City Manager or his designee as provided for in the Park Ordinance. PSA may not start any new games after park closing hours but may complete any games started.

**Section 3.02. STATEMENT OF PUBLIC BENEFIT.** A primary purpose of this Lease is to provide athletic services to the Murphy community. LESSEE agrees at LESSOR's request to provide to LESSOR during the term of this lease, and during any and all of its subsequent extensions, periodic documentary evidence of the public benefit of its services or other activities. It is mutually agreed by both LESSEE and LESSOR that the required documentation of public benefit will be in the form of an annual written report prepared by LESSEE, if requested by LESSOR, and submitted to the City Manager's Office to be made available for public record. LESSEE agrees to submit said report, if requested by LESSOR, annually to LESSOR in person or by U.S. mail on or before the anniversary of the initial Effective Date of the Lease. LESSEE's annual reports will contain qualitative and/or quantitative information about the programs, services, or other activities of the organization on the Leased Premises; non-confidential

information about the clients, customers, members or other users of the LESSEE'S services (or other activities) on the Leased Premises; and a statement of the revenues and support generated and expenses incurred by the LESSEE during its most recently completed fiscal year on the Leased Premises.

**Section 3.03. LIMITED USE OF THE IMPROVEMENTS BY THE LESSOR.**

LESSEE will provide meeting room space to all LESSOR's boards or departments, appointed and ad hoc committees, commissions, departmental training programs (fire, police, etc.), and special events planning sessions. The Improvements will be available for the foregoing purposes, subject to availability and prior approval from the General Manager of the LESSEE, on a year-round basis (excluding major holidays) during LESSEE's normal operating hours, on a rent-free basis

The "Murphy Recreation Department" shall have first priority of surplus space in the Improvements for programs on a rent free basis, subject to availability and prior approval from the General Manager of the LESSEE, or his designee. It is the intent of this section for the LESSOR and/or LESSEE to provide appropriate sports and leisure programs for the community without conflict or competition between programs and in accordance with the needs and best interest of the community. Youth activities shall continue to be a priority; however, programs needed to serve adults for the community shall also be the coordinated interest and concern of both LESSOR and LESSEE.

Reasonable storage space, to the extent available and not used for LESSEE's ongoing programs and activities, will be provided for the above programs to the LESSOR at no cost to the LESSOR. To the extent that LESSEE is able to offer storage space to satisfy LESSOR's program storage needs, the terms of such arrangement will be negotiation between LESSOR and LESSEE and coordinated through the respective offices of the City Manager's Office and PSA's General Manager.

All arrangements for LESSOR's use of space in the Improvements as contemplated above will be coordinated through LESSOR's appropriate City staff members and the General Manager of LESSEE. Space for meeting purposes, court space, and any other public space in the Improvements may be reserved by LESSOR, Murphy Recreation Department, or other parties unaffiliated with LESSOR on a space available basis, with the LESSEE's functions to take priority over all usage by LESSOR or its designees. To the extent that LESSOR desires to use space in the Improvements as aforesaid, the parties shall agree to the usage or LESSOR shall notify LESSEE in writing of its desired usage no later than thirty (30) days prior to the date of the intended usage.

All usage of LESSEE's Improvements by LESSOR or its departments shall be subject to reasonable restrictions and requirements dealing with adequate registration of the programs and its participants, including the execution of liability waivers, certificates of insurance and the completion of required information forms.

In no event shall LESSEE be obligated to provide any personnel with respect to usage by LESSOR's designee or departments.

**Section 3.04. CONDUCT OF ACTIVITIES.** LESSEE shall conduct its services and activities in a substantial, business-like, and good faith manner for the benefit of the public, and shall not take any actions to unreasonably annoy, disturb, endanger or be offensive to others.

**Section 3.05. INGRESS AND EGRESS.** LESSEE shall have the right to obtain ingress and egress by means of all existing public roadways, to be used in common with others that have rights of passage thereon. Except as otherwise provided in this LEASE, LESSEE and LESSOR hereby agree that LESSOR is under no obligation to construct any roadways, driveways, or drainage systems to provide ingress or egress to LESSEE.

**Section 3.06. CONCESSION RIGHTS.** LESSEE shall have the right to provide or to contract with third parties for all concessions, goods and services, subject to approval by the City Manager's Office, which approval shall not be unreasonably withheld or delayed. Food and beverage concessions sold inside the facility shall not require City Manager approval; however any such service shall meet all applicable laws and ordinances applicable to food and beverage sales. Any goods and services, including a pro shop, provided or operated by third party vendors must be offered at prices reasonable and comparable to prices being paid in the Dallas metroplex and shall only be provided during LESSEE sponsored activities.

**Section 3.07. SIGNAGE.** LESSEE shall comply with all requirements of the City of Murphy sign ordinance, as amended. Unless otherwise agreed in writing by the parties, any permanent improvement to be located on the exterior of the Leased Premises may only bear the name and/or logo of PSA, along with "Murphy" or "Murphy Center." The advertising of major corporate sponsors located on the exterior of the Leased Premises is prohibited without the prior written approval of the LESSOR. Improvements shall not have any advertising with a name or word containing, depicting or related to any alcohol, tobacco or sexual related products.

#### **IV. UTILITIES**

**Section 4.01. UTILITIES.** Except as otherwise provided in this Lease, LESSEE agrees to secure and maintain and timely pay for all utilities required for the operation of the Improvements, including but not limited to the telephone, gas (if desired), electricity, and water used in or on the Improvements and for the removal of trash or debris there from. Except as otherwise provided in this Lease, LESSOR shall in no way be responsible for utilities or payment of utilities for the Improvements. LESSOR shall be responsible within six (6) months after the Effective Date for sewer, drainage, utility connections (including but not limited to telephone, gas, electricity and water to within five (5) feet of the Improvements); said connections shall in all respects conform to the regulations and ordinances of the City of Murphy and the State of Texas, as amended. All the utilities to the Leased Premises and Improvements shall be installed underground. LESSOR and LESSEE may by negotiation and further agreement coordinate and share utility service costs and/or facilities, such as dumpsters for disposal of trash, if appropriate. LESSOR agrees to provide and pay for the costs of all

utilities to the Leased Premises (other than the Improvements, except as herein provided), including electricity for lighting the parking lots on the Leased Premises and for the costs of water to irrigate the landscaping on the Leased Premises and parking lots.

**V.**  
**INSPECTIONS, REPAIRS AND ALTERATIONS**

**Section 5.01. REPAIRS BY LESSEE.** LESSEE agrees, at its own expense, to timely maintain the Improvements in a sanitary, safe and clean condition during the Initial Term of this Lease and any extension thereof. LESSEE shall be solely responsible for, and shall provide at its own expense, janitorial services for the Improvements and maintain in a good operating condition and repair the Improvements, including, but not limited to, the roof, outer walls, all electrical, plumbing and mechanical systems, and the interior finish of any permanent improvements to the Improvements. LESSEE agrees that it will be responsible for cleaning and restriping the 384 total parking spaces, or any other parking spaces on the Leased Premises, and LESSOR shall be responsible for purchasing and installing parking lot lighting posts, fixtures and bulbs. Resurfacing or repair of the 384 parking spaces shall be a cost borne equally between the parties. Upon the expiration of the Initial Term of the Lease, or any extension thereof, the Leased Premises and Improvements, and any other improvements on the Leased Premises, shall be surrendered by LESSEE to LESSOR in good condition, normal wear and tear excepted.

**Section 5.02. LESSOR'S RIGHT TO INSPECT AND OPTION TO MAKE REPAIRS.** LESSEE agrees that LESSOR may enter upon the Leased Premises and Improvements at any time during the Initial Term of this Lease including any extension thereof during business hours and upon reasonable prior notice for the purpose of inspection. LESSOR shall have the right and privilege, through its representative, agents and officials, to make inspections of the Leased Premises and Improvements and thereafter to make recommendations to LESSEE of any repairs that must be made in accordance with the provisions of Section 5.01 above. However, LESSOR has no duty or obligation to inspect the Leased Premises. LESSEE agrees and covenants that, unless unreasonable due to ongoing use of the relevant portion of Improvements, it shall attempt to commence repairs within fifteen (15) days from the date that such recommendations are made and shall commence repairs no later than forty-five (45) days from the date that such recommendations are made, unless LESSEE disputes, in good faith, whether or not repairs are required. Such repairs shall be made in an expeditious and conscientious manner. Upon LESSEE'S recommendation of repair, LESSOR shall notify LESSEE within fifteen (15) days when repairs will be commenced. In the event that LESSEE shall fail to commence such recommended and undisputed repairs within the time provided, it is understood and agreed that LESSOR may, within its discretion, make such repairs as it deems necessary for and on behalf of LESSEE; and in such event, the cost of such repairs shall be paid by LESSEE to LESSOR within thirty (30) days following its receipt of the billing for said repairs. LESSOR has no duty or obligation to make repairs to the Leased Premises.

**Section 5.03. DAMAGES.** Should LESSOR undertake any repairs described in Section 5.02, LESSEE hereby waives any claim for damages, consequential or otherwise, as a result there from, except for claims and damages arising from the LESSOR's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the LESSEE as set forth in this Lease, and shall not impose or be construed to impose upon LESSOR any additional obligations to maintain the Leased Premises, unless specifically stated otherwise herein.

**Section 5.04. ALTERATION AND REMODELING.** LESSEE shall have the right to make such decorating and non-structural changes as it desires on the interior of any Improvements to the Leased Premises, including changes to walls, floors, or ceilings without the prior written consent of LESSOR, so long as the design of such changes to any Improvements is compatible with the allowed use of park environment in which the Leased Premises as provided herein are located. Any exterior or structural changes shall require the prior written consent of LESSOR, which consent shall not be unreasonably withheld. LESSEE may remove, at its own expense, any non-permanent fixtures or furniture placed in the Leased Premises by LESSEE, but LESSEE agrees that it will, at its own expense, promptly repair any and all damage done by the removal of any non-permanent fixtures or furniture from the Leased Premises. If any alterations and/or additions to the Improvements are mandated by legal requirements related to accessibility by persons with disabilities, LESSEE is responsible for making them at its sole cost and expense.

**Section 5.05. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** LESSEE shall fully comply with all of the ordinances of the City of Murphy applicable to the Leased Premises and any Improvements on the Leased Premises, and in connection therewith promptly fulfill all orders and requirements applicable to LESSEE's occupation of and operation upon the Leased Premises and Improvements as imposed by the Code Enforcement, Health, Police, Fire and other departments for the correction, prevention and abatement of health and safety code violations, nuisances or hazards which may exist by reason of the condition of the Leased Premises and Improvements. LESSEE covenants also that it will fully comply with all City, state and federal laws and regulations in its use and occupation of the Leased Premises and Improvements.

**Section 5.06. DISPUTE RESOLUTION.** In the event of a dispute under Section 5.02 above, the LESSOR and LESSEE will, within thirty (30) days of written request by either party, appoint a mutually agreeable licensed architect to make a non-binding determination as to the issue in dispute. In the event the LESSOR and LESSEE cannot mutually agree on a licensed architect, each will select a licensed architect who will together agree upon a third licensed architect. This panel of three architects will, by at least a two-thirds (2/3) vote, make a non-binding decision as to the dispute. None of the architects shall be agents, officers or employees of either the LESSOR or LESSEE. Any costs or fees incurred under this section shall be shared equally by both parties.

## VI. IMPROVEMENTS

**Section 6.01. CONSTRUCTION OF IMPROVEMENTS.** LESSEE intends to, and shall have the right to commence construction of the Improvements on the Leased Premises, as generally described on Exhibit "B" within the nine (9) months following the Effective Date of this Lease, subject to early termination as provided in Section 1.05, which shall be designed, constructed and completed at LESSEE's expense within the following parameters within a reasonable period of time thereafter, subject to a force majeure event as described in Article XV:

- (a) Plans and specifications for the Improvements shall be prepared by state-licensed architects or engineers and shall comply with all applicable federal, state and municipal laws, ordinances, rules, regulations and requirements, as amended;
- (b) Plans and specifications for the Improvements shall be submitted within 60 days of the Effective Date to the LESSOR, through the City Manager's Office (hereinafter referred to as the "City Manager") or his designee, and no construction shall begin on the Improvements until said plans and specifications are approved by the City Manager or his designee, which approval shall not be unreasonably withheld or delayed, so long as the design and appearance of the Improvements are compatible with the park and surrounding environment in which the Leased Premises are located, Exhibit B, and comply with all applicable federal, state and municipal laws, ordinances, rules, regulations and requirements, as amended;
- (c) Prior to commencement of construction, LESSEE shall furnish to LESSOR evidence that it has secured funding of not less than thirty-three (33%) of the budgeted construction costs for the Improvements. The balance of the funding requirements may be provided by bank financing encumbering LESSEE's leasehold estate and to the extent received, commitments for future funding of contributions by third parties in respect to the funding of the construction costs. LESSEE agrees that its budget for the Improvements will be approximately \$8,000,000 to \$9,000,000, and agrees to provide to LESSOR a preliminary budget setting forth estimated construction costs for the Improvements, no later than sixty (60) days after the Effective Date of this Lease. which will be a supplement to, and attached hereto as Exhibit "C" and be made a part hereof for all purposes. The amounts set forth therein are preliminary in nature; however, LESSEE does not anticipate that the amounts allocated on a line item basis for grounds, building and equipment will be reduced by more than five percent (5%) of the amount shown.
- (d) LESSEE shall, prior to issuance of a certificate of occupancy of the Improvements, construct 203 parking spaces with a drop off drive inside the Leased Premises and related improvements, north of the

Improvements along North Murphy Road with a drop off driveway. Attached hereto as **Exhibit "D"** and made a part hereof for all purposes is a site plan depicting the parking spaces and driveway. These parking surfaces on the Leased Premises, including the drop off driveway, shall be constructed of reinforced concrete and shall be constructed in accordance with the City of Murphy Code of Ordinances.

- (e) LESSEE shall, prior to issuance of a certificate of occupancy of the Improvements, construct 91 parking spaces and related improvements within the Municipal Complex of the City of Murphy, adjacent to Central Park as depicted on the site plan attached hereto as **Exhibit "E"** and made a part hereof for all purposes. These parking surfaces shall be constructed of reinforced concrete and shall be constructed in accordance with the City of Murphy Code of Ordinances.
- (f) LESSOR shall, prior to issuance of a certificate of occupancy of the Improvements, grade for overflow parking of the Leased Premises 90 parking spaces and related improvements either, at LESSOR's option, to the North of LESSEE'S property as depicted on the site plan attached hereto as Exhibit A, or in Central Park adjacent to the fields.
- (g) LESSOR shall, prior to issuance of a certificate of occupancy of the Improvements, install the parking lot lighting poles, fixtures and bulbs in all parking lots, and thereafter maintain the lighting poles, fixtures and bulbs.
- (h) LESSOR shall, install prior to issuance of a certificate of occupancy of the Improvements, and then irrigate and maintain, at its cost and expense, landscaping around the Improvements, parking lots and Leased Premises.
- (i) LESSOR shall construct within six (6) months from the Effective Date a driveway on the Northeast side of the Leased Premises that exits onto North Murphy Road at Shirehurst Drive, as reflected in Exhibit A. Any other parking, circulation, and related site Improvements shall be constructed by LESSEE according to City of Murphy standards and be compatible with the existing improvements in Central Park.
- (j) LESSOR shall work with LESSEE's architect/planner to develop a master plan for the re-routing and redevelopment of some of the park improvements in Central Park. At LESSOR's option, LESSOR may provide LESSEE with said master plan.
- (k) PSA will design and construct area lighting for the Improvements so that the lights will not shine towards homes.
- (l) LESSEE shall, at its expense, make arrangements for the installation or connection of whatever utilities necessary it may desire or need in

connection with the use of Improvements or additions made by the LESSEE to the Improvements. LESSEE acknowledges that LESSOR is not responsible for paying for utility service to Improvements. Any construction performed by LESSEE within any utility easement area must meet utility company and City of Murphy criteria for design and construction in such easement area. Any and all connections to water and sewer lines must occur at the utility connection points to be provided by LESSOR within five (5) feet of the Improvements, unless otherwise agreed to in writing by LESSOR. LESSOR will allow new easements as required for the Improvements contemplated by this Lease, subject to any local, state, and federal requirements to grant such easements. All costs incurred with any extension and/or relocation of existing utility lines or facilities or installation of additional utility lines or facilities shall be entirely at LESSEE's expense whether on or off the Leased Premises. LESSEE shall also provide LESSOR legal descriptions for any require utility easements;

- (m) Prior to commencement of construction of the Improvements, LESSEE shall require its general contractor to furnish a performance bond and a payment bond, each in a form acceptable to the LESSOR, through corporate surety companies authorized to do business in the State of Texas and approved by the LESSOR, which bonds shall be equal to one hundred percent (100%) of the costs to construct the Improvements as provided in the construction contract. LESSEE shall require a rider for each bond so that LESSOR shall be named as an additional obligee as LESSOR'S interests may appear pursuant to the Lease. These bonds shall remain in effect until the Improvements have been fully completed and accepted in accordance with the terms of the construction contract. The purpose of such bonds is to insure that construction of the Improvements is completed and that all bills for material and labor are paid in full upon completion of construction with no cost to the LESSOR and shall contain the form as is customarily required by LESSOR. If the Improvements are not constructed in accordance with any construction plans or contract, LESSOR may, with LESSEE'S consent, in addition to other available remedies, at its option take such action to enforce any breach, warranty or representation.
- (n) LESSEE shall require the following language in all construction contracts for any improvements:

**“INDEMNIFICATION: CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF MURPHY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY “THE CITY OF MURPHY”), IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION INCLUDING**

**ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, INVITEES OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT AND CONSTRUCTION OF THE IMPROVEMENTS, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT THE CITY OF MURPHY FROM ANY AND ALL SUCH CLAIMS AND DEMANDS, SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, LOSSES, DAMAGES, SUITS, DEMANDS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MURPHY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY OF MURPHY FROM THE CONSEQUENCES OF THE CITY OF MURPHY'S OWN NEGLIGENCE, WHERE THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE. IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKERS' COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS. IT IS EXPRESSLY AGREED AND STIPULATED THAT THIS INDEMNIFICATION CLAUSE IS BINDING, FULLY ENFORCEABLE, AND MEETS ALL REQUIREMENTS OF TEXAS LAW INCLUDING EXPRESS NEGLIGENCE AND CONSPICUOUSNESS ISSUES."**

- (o) LESSEE shall require the contractors who are to construct the Improvements to furnish insurance in such amounts as specified below and include in all construction contracts for the improvements the following language:
  - (1) Prior to commencement of any activity permitted on City of Murphy's property, each contractor shall purchase and maintain during the term of this Lease, at its own expense, hereinafter stipulated minimum insurance satisfactory to the City of Murphy. Contractor shall not allow any subcontractor to commence work until all similar insurance of the subcontractor has been obtained.

All insurance policies provided under this Lease shall be written on an "occurrence" basis.

Workers' Compensation, statutory, as required by law and Employer's Liability Insurance of not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for each accident, **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for disease for each employee, **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** for disease as policy limit.

- (2) Commercial General Liability Insurance, including Independent Contractor's Liability, Products/Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Lease, fully insuring contractor's liability for injury to or death of employees of the City of Murphy and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of ONE MILLION DOLLARS (\$1,000,000.00).
- (3) Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of ONE MILLION DOLLARS (\$1,000,000.00).
- (4) "Umbrella" Excess Liability Insurance, insuring the contractor for an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit bodily injury and property damage liability insurance, including death, in excess of the primary coverage required herein above.
- (5) Builder's Risk. The LESSEE shall purchase a completed value builder's risk policy for the duration of this project.
- (6) It is agreed by all parties to this Lease that the LESSEE shall require the contractors who obtain and provide insurance required under this Lease to endorse each policy as follows:
  - (a) Be written with the City of Murphy as an additional insured on all applicable policies.
  - (b) Waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against the City of Murphy, its officials, officers, agents and employees, in both their public and private capacities, and provide that each policy is primary and non-contributory with the LESSORS'

insurance, it being the intention that the required insurance policies shall protect all parties to the Lease and be the primary coverage for all losses covered by the policies.

- (c) Provide a Certificate of Insurance evidencing the required coverages to:

City of Murphy  
Attention: City Manager  
206 N. Murphy Road  
Murphy, Texas 75094

The Certificate of Insurance required under this provision shall be provided to the LESSOR before commencement of any construction by LESSEE's contractors and subcontractors and proof of the required insurance under this section shall be a condition of any issuance of building permits by the City of Murphy. Any permits erroneously issued without proof of insurance will be immediately revoked.

**Section 6.02. COST OF IMPROVEMENTS.** The complete cost of developing all necessary plans and specification and the cost of the construction and maintenance of the Improvements themselves shall be borne solely by LESSEE and shall be at no expense to LESSOR whatsoever.

**Section 6.03. OWNERSHIP OF IMPROVEMENTS.** It is expressly agreed and understood that all alterations and Improvements on the Leased Premises at the commencement of the Initial Term, or those that may be erected or installed during any subsequent term, shall, at the expiration or sooner termination of this Lease, become part of the Leased Premises and the property of the City of Murphy.

**Section 6.04. LIENS and INDEMNIFICATION.** LESSEE shall timely discharge all obligations to contractors, subcontractors, materialmen, workmen and/or other persons for all work performed and for materials furnished for or on account of LESSEE as such obligations mature. LESSEE expressly agrees that it will neither give nor grant, nor purport to give or grant any mechanic's or materialmen's lien upon the Leased Premises, Improvements, LESSOR's property or upon any improvements thereupon in the process of construction or repair, nor allow any condition to exist or situation to develop whereby any party should be entitled, as a matter of law, to a mechanic's or materialmen's lien against the Leased Premises, Improvements, LESSOR's property or improvements thereon, and LESSEE will discharge any such lien within thirty (30) days after notice of filing thereof. **LESSEE SHALL RELEASE, DEFEND AND HOLD HARMLESS THE LESSOR FROM ANY AND ALL SUITS, ACTIONS, LOSSES AND DAMAGES ARISING FROM ANY LIEN FILED AGAINST**

**THE LEASED PREMISES, LESSOR'S PROPERTY OR ANY IMPROVEMENTS THEREON. IT IS EXPRESSLY AGREED AND STIPULATED THAT THIS INDEMNIFICATION CLAUSE IS BINDING, FULLY ENFORCEABLE, AND MEETS ALL REQUIREMENTS OF TEXAS LAW INCLUDING CONSPICUOUSNESS ISSUES.**

**Section 6.05. MISCELLANEOUS.**

- (a) LESSEE agrees that all work to be performed by it or its contractors, including all workmanship and materials, shall be of first-class quality and shall be performed in full compliance and in accordance with all federal, state and local laws, ordinances, codes and regulations, as amended, and such work shall be subject to LESSOR'S inspection during the performance thereof and after it is completed. However, the LESSOR has no duty to inspect.
- (b) LESSEE shall timely repair any damage to any offsite improvements and/or LESSOR'S property caused by or resulting from any activities or construction by LESSEE, or LESSEE's agents, employees, contractors and subcontractors.

**Section 6.06. ADDITIONAL IMPROVEMENTS; REPAIRS AND MAINTENANCE; ALTERATIONS.** LESSEE shall have the right to construct additional or replacement improvements on the Leased Premises only with the prior written consent of LESSOR, which consent shall not be unreasonably withheld by LESSOR so long as the additional or replacement improvements are constructed in accordance with the requirements of and the process described in this Article VI for the construction of the like kind and nature as the Improvements. LESSEE shall have the right to alter the Improvements in connection with the repair and maintenance thereof, without the prior written consent of LESSOR, so long as such alterations do not involve structural modifications to the roof, foundation or exterior of the Improvements.

**VIII.  
INSURANCE AND INDEMNITY**

**Section 7.01. INDEMNITY.**

- (a) **LESSEE DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS LESSOR AND ALL OF ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE LEASED**

PREMISES OR IMPROVEMENTS EVEN IF ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF MURPHY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES. IT IS THE EXPRESS INTENTIN OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY THE LESSEE TO INDEMNIFY AND PROTECT THE CITY OF MURPHY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM THE CONSEQUENCES OF THE CITY OF MURPHY'S AND ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE, IN ANY AND ALL CLAIMS.

- (b) IN ADDITION, LESSEE DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND ALL OF ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR INJURY TO OR DEATH OF ANY LESSEE EMPLOYEE OR VOLUNTEER OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OF ANY LESSEE EMPLOYEE OR VOLUNTEER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS LEASE. THIS INDEMNIFICATION BY LESSEE SHALL INCLUDE, BUT NOT BE LIMITED TO, LIABILITY ARISING FROM WORKER'S COMPENSATION AND GENERAL LIABILITY CLAIMS.
- (c) LESSEE EXPRESSLY AGREES TO DEFEND LESSOR AGAINST ANY AND ALL CLAIMS ARISING OUT OF THIS LEASE, IMPROVEMENTS, OR LEASED PREMISES. IN THE EVENT THE CITY, ITS OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES ARE A NAMED PARTY TO A SUIT ARISING OUT OF THE SUBJECT MATTER OF THIS LEASE, THE CITY SHALL HAVE THE RIGHT OF THE SELECTION OF DEFENSE COUNSEL TO BE RETAINED BY LESSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF LESSEE'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF LESSEE'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. LESSEE SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF LESSEE FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LESSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. IT IS EXPRESSLY AGREED AND STIPULATED THAT THE

**INDEMNIFICATION CLAUSES IN THIS LEASE ARE BINDING, FULLY ENFORCEABLE, AND MEET ALL REQUIREMENTS OF TEXAS LAW INCLUDING EXPRESS NEGLIGENCE AND CONSPICUOUSNESS ISSUES.**

**Section 7.02. INSURANCE.** Prior to the commencement of any activity permitted on the Leased Premises, LESSEE shall purchase and maintain during the term of this Lease and any extensions thereof, at its own expense, the hereinafter stipulated additional minimum insurance satisfactory to the LESSOR.

- (a) Workers' Compensation: Statutory, as required by law, and Employer's Liability Insurance of not less than **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for each accident, **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for disease for each employee **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)** for disease as policy limit.
- (b) General Liability: **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence for bodily injury, including death, personal injury and property damage, and fully insuring and covering the indemnification provisions of this Lease. The policy shall have no standard coverages removed by exclusion. The policy shall include coverage for premises operation, independent contractors, products/completed operations, personal and advertising injury, contractual liability, fire legal liability and medical payments expense. A **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** limit for fire legal liability is required.
- (c) Property, Fire and Extended Coverage Insurance covering the Improvements presently existing on, or hereafter constructed on the Leased Premises or off the Leased Premises in accordance with this Lease, against loss or damage by fire, windstorm, hail, tornado, explosion, water, lightening, rain, sleet, snow, sprinkler leakage, riots, civil commotion, vandalism, malicious mischief and aircraft/vehicle damage. This type of insurance shall be carried with a company or companies satisfactory to LESSOR and in an amount of coverage not less than replacement cost of the Improvements dedicated to or necessary to performance of LESSEE's obligations under this Lease, and the policy or policies of insurance shall be issued to the LESSEE and LESSOR, as their interests may appear.
- (d) The City of Murphy shall be named as an additional insured on all policies.
- (e) The insurance policies shall be written on an "occurrence" basis.
- (f) The insurance policies shall waive subrogation rights for loss or damage so that insurers have no right to recovery or subrogation against LESSOR,

its officials, officers, agents and employees, in both their public and private capacities, and provide that each policy is primary and non-contributory with the LESSOR'S insurance, it being the intention that the required insurance policies shall protect all parties to the Lease and be primary coverage for all losses covered by the policies.

- (g) Certificates of Insurance and endorsements effecting coverage required by this clause shall be forwarded to:

City of Murphy  
Attention: City Manager  
206 N. Murphy Road  
Murphy, Texas 75094

- (h) LESSEE shall be responsible for the contents of the Improvements (other than items stored by LESSOR) and shall procure insurance for such in an amount of coverage not less than replacement cost of such contents.
- (i) LESSOR reserves the right to review the insurance requirements of this section during the Initial Term of the Lease, and any extensions thereof, and to adjust insurance coverages and their limits when deemed necessary by LESSOR based upon changes in statutory law, court decisions or the claims history of the industry as well as of LESSEE. LESSOR agrees that in the event such adjustment is required, LESSEE shall be given sixty (60) days to obtain such coverage.

## **VIII. DESTRUCTION OF LEASED PREMISES**

**Section 8.01. DAMAGE TO BUILDING.** In the event of damage to the Improvements, LESSEE will immediately notify LESSOR of the nature and extent of such damage. In the event of damage or destruction to the Improvements, LESSOR shall have no obligation or duty to repair, rebuild or reconstruct the Improvements or any fixtures, equipment or other personal property installed by LESSEE.

**Section 8.02. INSURANCE PROCEEDS.** All proceeds of the insurance contemplated by the provisions of this Lease payable by reason of any loss or damage to the Leased Premises, or any portion thereof shall be paid to LESSEE and utilized by LESSEE solely for reconstruction or repair, as the case may be, of any damage to or destruction of the Leased Premises or any portion thereof. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises shall be paid to LESSEE. If LESSEE elects not to repair and restore, and the Lease is terminated as described in Section 8.03, all such insurance proceeds shall be allocated to LESSOR.

### **Section 8.03. RECONSTRUCTION OF THE LEASED PREMISES.**

- (a) If during the Initial Term of this Lease, or any extension thereof, the Leased Premises is totally or partially destroyed by a risk covered by the insurance described in this Lease (herein called “**An Insured Risk**”) and the Leased Premises thereby is rendered unsuitable in LESSEE’s reasonable opinion for its intended use, this Lease shall terminate as of the date of the casualty and neither LESSOR nor LESSEE shall have any further liability hereunder except for any liabilities which have arisen prior to or which survive such termination, and all insurance proceeds shall be allocated to LESSOR, except as described below. If LESSEE elects to terminate this Lease because of partial or total destruction of the Leased Premises, LESSEE will clean up and scrape Improvements, including removal of slab if required by LESSOR. LESSOR shall pay LESSEE for any reasonable costs to clean up and scrape the improvements but only to the extent it receives insurance proceeds for the loss. Any excess insurance proceeds remaining after such clean up costs shall remain the property of LESSOR.
- (b) If during the Term of this Lease, or any extension thereof, the Leased Premises is partially destroyed by An Insured Risk, but the Leased Premises is not thereby rendered unsuitable for LESSEE’s use, or is totally destroyed by An Insured Risk, but LESSEE desires to reconstruct the Leased Premises, LESSEE shall, to the extent of available insurance proceeds, restore the Leased Premises to substantially the same condition as existed immediately before the damage or destruction and otherwise in accordance with the terms of the Lease, and this Lease shall not terminate as a result of such damage or destruction. LESSEE shall utilize the available insurance proceeds to pay the reasonable costs of such restoration. Any excess proceeds remaining after such restoration shall be allocated to LESSEE.
- (c) If the Leased Premises are to be restored in accordance with the provisions of Section 8.03(b) and if the cost of the repair or restoration exceeds the amount of proceeds received by LESSEE from the insurance required under this Lease, or in the event the Leased Premises is totally or materially damaged or destroyed by a risk not covered by the insurance described in this Lease, LESSEE at its option shall either, (a) at LESSEE’s sole cost and expense, restore the Leased Premises to substantially the same condition it was in immediately before such damage or destruction and this Lease shall not terminate as a result of such damage or destruction, or (b) terminate the Lease and neither LESSOR nor LESSEE shall have any further liability hereunder except for any liabilities which have arisen or occurred prior to such termination and those which expressly survive termination of this Lease. If the Leased Premises are restored, LESSEE shall utilize the available insurance proceeds to pay the reasonable costs of such restoration. Any excess proceeds remaining after such restoration or any available proceeds which are not used by LESSEE shall be allocated to LESSEE. If the Lease is terminated, the insurance proceeds shall be payable to the LESSOR. If LESSEE elects to terminate

this Lease under this section, LESSEE will clean up and scrape Improvements, including removal of the slab if required by LESSOR and return the Leased Premises in a good and clean condition, normal wear and tear excepted, within a reasonable time after termination of the Lease. LESSOR shall pay LESSEE for any reasonable costs to clean up and scrape the improvements but only to the extent it receives insurance proceeds for the loss. Any excess insurance proceeds remaining after such clean up costs shall remain the property of LESSOR.

**Section 8.04. RELEASE.** LESSEE covenants and agrees that it will not hold LESSOR or any of its officers, officials, agents or employees responsible for any loss occasioned by fire, theft, rain, windstorm, hail or any other cause whatsoever, whether said cause be the direct, indirect or merely a contributing factor in producing the loss, including to any personal property that may be stored on the Leased Premises, whether caused in whole or in part by the negligence of LESSOR or its officials, officers, agents or employees; and LESSEE agrees all personal property is to be stored at LESSEE's risk.

## **IX. CONDEMNATION**

**Section 9.01. TOTAL TAKING.** If, after the commencement date, the Leased Premises shall be taken in its entirety by right of eminent domain for any public or quasi-public use, then, when possession shall be taken thereunder by the condemner, or LESSEE is deprived of its practical use of the Leased Premises and other improvements, whichever date is earlier, this Lease and all rights of LESSOR and LESSEE hereunder shall terminate and any rental and all other payments required of LESSEE shall be immediately paid by LESSEE to LESSOR through the date of taking. In no event shall LESSOR exercise its rights of condemnation in order to simply defeat LESSEE's rights hereunder.

**Section 9.02. PARTIAL TAKING.** In the event of a partial taking of any part of the Leased Premises as a result of which the remaining portion of the Leased Premises cannot be restored to an economically operable facility of a comparable kind and quality to the facility existing prior to the taking, then this Lease, at LESSEE's option, shall terminate as of the time when possession of the Leased Premises shall be taken by the condemner or LESSEE is deprived of its practical use thereof, whichever date is earlier. If the Leased Premises can be restored to an economically operable facility of comparable kind and quality to the facility existing prior to the taking, then this Lease shall not be affected and LESSEE shall retain the remaining portion thereof; provided, however, that the rent shall be reduced on an equitable basis.

**Section 9.03. EMINENT DOMAIN AWARD.** If there is a taking by right of eminent domain, the rights and obligations of LESSOR and LESSEE with reference to the award and the distribution thereof shall be allocated between LESSOR and LESSEE on the following basis:

- (a) All proceeds, whether attributable to the Leased Premises or LESSEE's Leasehold Estate shall be allocated first to the expenses incurred by LESSOR or LESSEE in connection with defending the proceedings, then to costs of repair, alteration, renovation or improvement to the Leased Premises, with the balance to be allocated pursuant to subparagraph (b) below.
- (b) The balance of any award for partial taking and the award for a taking of the Leased Premises in its entirety shall be first allocated to LESSEE in an amount equal to costs incurred in connection with the construction of the Improvements contemplated hereby.
- (c) The balance of any award shall be paid to and retained by LESSOR.

## **X. DEFAULT**

**Section 10.01. EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by LESSEE under this Lease:

- (a) LESSEE shall fail to pay any monetary consideration when due, and such failure shall continue for a period of fifteen (15) days after notice of such delinquency is delivered to LESSEE.
- (b) LESSEE shall fail to comply with any term, provision, clause, sentence, covenant or any other item of this Lease, other than the payment of consideration as described above, and shall not cure such failure within forty-five (45) days after written notice thereof to LESSEE.
- (c) LESSEE shall cease using the Leased Premises for the purposes intended by this Lease for a period of ninety (90) days or more.
- (d) It is recognized that if LESSEE is adjudged a bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, such could impair or frustrate LESSEE's performance of this Lease. Accordingly, it is agreed that upon the occurrence of any such event, LESSOR shall be entitled to request of LESSEE or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within ten (10) days of delivery of the request shall entitle LESSOR to terminate this Lease and to the accompanying rights set forth below.

**Section 10.02. REMEDIES.** Upon the occurrence of any event of default specified above, and in addition to any other remedies LESSOR may be entitled to at

law or in equity, LESSOR shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (a) Terminate this Lease in which event LESSEE shall immediately surrender the Leased Premises and Improvements to LESSOR; and if LESSEE fails to do so, LESSOR may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove LESSEE and any other person who may be occupying said Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and LESSEE agrees to pay to LESSOR on demand the amount of all loss and damages which LESSOR may suffer by reason of such termination, whether through inability to relet the Leased Premises on satisfactory terms or otherwise.
- (b) Enter upon and take possession of the Leased Premises and Improvements and expel or remove LESSEE and any other person who may be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and if LESSOR so elects, relet the Leased Premises on such terms as LESSOR shall deem advisable and receive the rent thereof; and LESSEE agrees to pay to LESSOR on demand any deficiency that may arise by reason of such reletting.
- (c) Enter upon the Leased Premises and Improvements without being liable for prosecution or any claim of damages therefore and do whatever LESSEE is obligated to do under the terms of this Lease; and LESSEE agrees to reimburse LESSOR on demand for any expenses which LESSOR may incur for performing, this effecting compliance with LESSEE's obligations under this Lease; and LESSEE further agrees that LESSOR shall not be liable for any damages resulting to LESSEE from such action.

**Section 10.03. ELECTION TO TERMINATE.** No reentry or taking possession of the Leased Premises by LESSOR shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention shall be given to LESSEE. Notwithstanding any such re-letting or re-entry or taking possession, LESSOR may at any time thereafter elect to terminate this Lease for a previous default. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall the pursuit of any remedy herein provided constitute a forfeiture or waiver of any payments due to LESSOR hereunder or of any damages accruing to LESSOR by reason of the violation of any of the terms, provisions and covenants herein contained. LESSOR's acceptance of payments following an event of default hereunder shall not be construed as LESSOR's waiver of such event of default. No waiver by LESSOR or any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or constitute a waiver of any other violation or breach of any of the terms, provisions and covenants

herein contained. Forbearance by LESSOR to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default. The loss or damage that LESSOR may suffer by reason of termination of this Lease or the deficiency from any reletting as provided for above shall include the expense of repossession and any repairs or remodeling undertaken following repossession. Should LESSOR at any time terminate this Lease for any default, in addition to any other remedy LESSOR may have, LESSOR may recover from LESSEE all damages LESSOR may incur by reason of such default, including cost of recovering the Leased Premises and reasonable attorney's fees expended by reason of default.

## **XI. SURRENDER**

**Section 11.01. SURRENDER.** In the event that this Lease is terminated in accordance with its terms, upon such termination, LESSEE shall vacate the property no later than the date of termination and shall leave the property in substantially the same condition it was in on the date this Lease became effective, normal wear and tear excepted.

## **XII. TAXES AND IMPOSITIONS**

**Section 12.01. PAYMENTS OF IMPOSITIONS.** The parties recognize that the Leased Premises and Improvements and LESSEE's leasehold estate created pursuant to the provisions of this Lease are tax exempt, as of the date hereof. To the extent that the tax exempt status for the Leased Premises, improvements or leasehold estate created hereby are hereafter withdrawn or changed, LESSOR and LESSEE shall be responsible for payment of applicable taxes as follows:

- (a) LESSOR will be responsible for all taxes attributable to the Leased Premises exclusive of the LESSEE's Improvements; and
- (b) LESSEE will be responsible for taxes attributable to the Improvements and LESSEE's leasehold estate.

**Section 12.02. PAYMENT BEFORE DELINQUENCY.** Any and all impositions and installments of impositions required to be paid by LESSEE under this Lease shall be paid by LESSEE at least ten (10) days before each such imposition, or installment thereof, becomes delinquent, and the official and original receipt for the payment of such imposition or installment thereof shall immediately be given to LESSOR.

**Section 12.03. INDEMNIFICATION.** LESSEE shall indemnify and defend LESSOR and the Leased Premises and any improvements now or hereafter located on the Leased Premises free and harmless from any claims, causes of action, liabilities, losses, damages, expenses, including attorney's fees and costs, resulting from any impositions required by this Article XII to be paid by LESSEE,

and from all interest, penalties, and other sums imposed thereon, and from any sale or other proceeding to enforce collection of any such imposition. Only to the extent allowed by law, LESSOR shall indemnify and defend LESSEE and the Leased Premises and any improvements now or hereafter located on the Leased Premises free and harmless from any claims, causes of action, liabilities, losses, damages, expenses, including attorney's fees and costs, resulting from any impositions required by this Article XII to be paid by LESSOR, and from all interest, penalties, and other sums imposed thereon, and from any sale or other proceeding to enforce collection of any such imposition.

### **XIII. HOLDING OVER**

**Section 13.01. HOLDING OVER WITH CONSENT.** In the event that LESSEE holds over and remains in possession of the Leased Premises with the written consent of the LESSOR, that holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants and conditions as contained in this Lease.

**Section 13.02. HOLDING OVER WITHOUT CONSENT.** In the event that this LESSEE holds over and remains in possession of the Leased Premises without written consent of the LESSOR, that holding over shall constitute LESSEE a trespasser.

### **XIV. NONDISCRIMINATION**

**Section 14.01. NONDISCRIMINATION.** The LESSOR and LESSEE, for themselves and their representative do hereby agree that no persons on the grounds of race, age, color, religion, sex, disability, ancestry, national origin, or place of birth shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises.

### **XV. FORCE MAJEURE**

**Section 15.01. FORCE MAJEURE EVENT.** Neither party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to a Force Majeure Event. For the purposes of this Lease, the term "Force Majeure Event" shall mean any cause beyond the control of the party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance (except as excluded herein), sabotage, other "Acts of God," and restraint by court order or public authority, which by exercise of due foresight such party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome. Notwithstanding anything to the contrary, the term Force Majeure Event shall not be deemed to include (a) any labor disturbance affecting the Lessee to the extent that such labor disturbance involves direct employees of the Lessee who are performing work on the Improvements, except for a national strike

in the United States, (b) the climate for the geographic area of the Leased Premises, (c) the occurrence of any manpower or material shortages or (d) any delay, default or failure (direct or indirect) in obtaining materials, or any contractor, subcontractor or worker performing any work on the Improvements or any other delay, default or failure (financial or otherwise) of a contractor, subcontractor, vendor or supplier. Neither party shall, however, be relieved of liability for failure of performance if such failure is due to causes arising out of its own acts, omissions or negligence or to removable or remediable causes that it fails to remove or remedy with reasonable dispatch.

**Section 15.02. Burden of Proof.** In the event that the parties are unable in good faith to agree that a Force Majeure Event has occurred, such dispute shall be resolved in accordance with the procedures set forth in Section 16.14 and, in any proceeding to resolve the dispute, the burden of proof as to whether a Force Majeure Event has occurred shall be upon the party claiming a Force Majeure Event.

**Section 15.03. Excused Performance.** If either party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, except for the obligation to pay money, that party will be excused from whatever performance is affected by the Force Majeure Event to the extent so affected; provided that:

- (i) The nonperforming party gives the other party prompt notice describing the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of such party's obligations hereunder, and continues to furnish timely regular reports with respect thereto during the continuation of the Force Majeure Event;
- (ii) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- (iii) The nonperforming party shall exercise all reasonable efforts to mitigate or limit damages to the other party;
- (iv) The nonperforming party shall exercise all reasonable efforts to continue to perform its obligations hereunder and to correct or cure the event or condition excusing performance; and
- (v) When the nonperforming party is able to resume performance of its obligations under this Agreement, that party shall give the other party written notice to that effect and shall promptly resume performance hereunder.

**Section 15.04. Termination for Force Majeure.** Notwithstanding anything contained in this section to the contrary, if either party is rendered unable to perform its obligations hereunder, in whole or in substantial part, because of a Force Majeure Event lasting for a period of ninety (90) days in the aggregate, either party shall have the option of terminating this Lease, exercisable by giving thirty (30) days written notice to the other



terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**Section 16.05. SUCCESSORS AND ASSIGNS.** LESSOR and LESSEE shall bind themselves, their successors, executors, administrators and assigns to the other party to this Lease. Neither LESSOR nor LESSEE will assign, sublet, subcontract or transfer any interest in this Lease without the written consent of the other party. No assignment, delegation of duties or subcontract under this Lease will be effective without the written consent of LESSOR, such consent to be in the complete discretion of LESSOR.

**Section 16.06. REMEDIES.** No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy by law of equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Lease may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Lease.

**Section 16.07. INDEPENDENT CONTRACTOR.** LESSEE covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of LESSOR and that LESSEE shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between LESSOR and LESSEE, their officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership between LESSOR and LESSEE.

**Section 16.08. NON-WAIVER.** It is further agreed that one (1) or more instances of forbearance by LESSOR in the exercise of its rights herein shall in no way constitute a waiver thereof.

**Section 16.09. VENUE.** The parties to this Lease agree and covenant that this Lease will be enforceable in Murphy, Texas; and that if legal action is necessary to enforce this Lease, exclusive venue will lie only in Collin County, Texas.

**Section 16.10. LESSOR'S GOVERNMENTAL POWERS AND IMMUNITIES.** It is understood and agreed that LESSOR, through the execution of this Lease, does not waive or surrender any of its governmental powers or immunities.

**Section 16.11. HEADINGS.** The headings of this Lease are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

**Section 16.12. ATTORNEY'S FEES.** In the event that either party hereto brings any action or files any proceeding in connection with the enforcement of its respective rights under this Lease as a consequence of any breach by the other party of its obligations under this Lease, the prevailing party in such action or proceeding shall be

entitled to have its reasonable attorney's fees and out-of-pocket expenditures paid by the losing party. All such fees shall be deemed to have accrued upon the commencement of such action.

**Section 16.13. DISPUTE RESOLUTION.** If any claim, dispute or controversy arises with regard to the interpretation and/or performance of this Lease or any of its provisions, the parties agree to attend non-binding mediation before seeking judicial intervention. It shall be the obligation and responsibility of all parties to equally share the cost for such mediation. The mediator shall be mutually agreed to by the parties, and if agreement cannot be reached, the mediator shall be chosen by the county judge of Collin County, Texas. The parties to this Agreement expressly agree that the dispute resolution provisions specified herein shall be a condition precedent before filing of any suit. If any party initiates any legal action or proceeding to enforce or interpret any of the terms or provisions of this Agreement without first following the express provisions of this Section, that party expressly waives its right to recover attorney's fees and costs against the other party.

**Section 16.14. AMENDMENTS IN WRITING.** This Lease cannot be orally amended or modified. Any modification or amendment hereof must be in writing and signed by the parties.

**Section 16.15. MUTUAL ASSISTANCE; GOOD FAITH.** During the term of this Lease, to the extent practicable, the parties agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this Lease. In this connection, the parties shall, from time to time, meet upon the reasonable request of each other and shall confer in good faith, amicably and in a businesslike manner, with respect to the current and future operation of the Leased Premises and Improvements and with a view toward resolving any problems which may arise. Except as otherwise provided herein or by law, a party shall not unreasonably withhold its approval of any act or request of the other as to which its approval is necessary or desirable.

**Section 16.16 VOLUNTARY LIENS AGAINST LEASED PROPERTY.**

(a) LESSEE shall at all times and from time to time have the right to encumber by mortgage, deed of trust or security agreement (herein referred to as the "Mortgage") Lessee's leasehold estate in the leased property created by this Lease, to secure such loans from time to time made by a person, firm or corporation (herein called "Mortgagee") to LESSEE; provided, however, that (i) such Mortgage shall in no event encumber LESSOR'S fee title and interest in the Leased Premises and Improvements and (ii) such loan or loans shall mature no later than thirty (30) years after the Effective Date of this Agreement of this Lease. Mortgagee shall provide the LESSOR with a copy of any Mortgage loan documentation, including, without limitation, any promissory note or security agreement containing the terms of the loan, i.e, payment schedule, maturity date, etc., on any loan(s) encumbering the leasehold estate. Mortgagee shall also provide LESSOR with any notice of default by the LESSEE under the terms of any such Mortgage of LESSEE'S leasehold estate and shall not amend the terms of any such Mortgage, including the extension of the maturity date of the loan(s) without the prior written consent of LESSOR.

(b) LESSOR shall serve notice of any default by Lessee hereunder upon the Mortgagee provided the Mortgagee shall notify Lessor in writing of the existence of the Mortgage encumbering Lessee's interest hereunder and the address to which notices should be delivered, and no notice of default shall be deemed effective against Mortgagee who has notified LESSOR of the existence of its encumbrance until it is so served. The Mortgagee shall have the right to correct or cure any such default within the same period of time after receipt of such notice as is given to LESSEE under this Lease to correct or cure defaults. Lessor will accept performance by the Mortgagee of any covenant, condition or agreement on Lessee's part to be performed hereunder with the same force and effect as though performed by Lessee, if, at the time of such performance, Lessor shall be furnished with evidence of ability to perform under the Lease and evidence reasonably satisfactory to Lessor of the interest in this Lease claimed by the person tendering such performance. Subject to the LESSOR'S rights under paragraph (e) below, if this Lease should terminate by reason of the happening of any event of default, or by reason of a disaffirmance of this Lease by a receiver, liquidator or trustee for the property of Lessee, or by any department of the City, state or federal government which had taken possession of the business or property of Lessee by reason of the insolvency or alleged insolvency of Lessee and if, at the time of such termination, the Mortgage constitutes a first lien upon the leasehold estate of Lessee, LESSOR shall give notice thereof to the Mortgagee and upon request of the Mortgagee made within sixty (60) days after the giving of notice by LESSOR to the Mortgagee, and, upon payment to LESSOR of all Rent and all other monies due and payable by LESSEE hereunder immediately prior to the termination of this Lease, as well as all sums which would have become payable hereunder by LESSEE to LESSOR to the date of execution and delivery of the new lease hereinafter mentioned, had this Lease not been terminated, together with reasonable attorneys' fees and expenses in connection therewith and in connection with the removal of LESSEE from the Leased Premises, and the curing of all defaults hereunder, and the performance of all of the covenants and provisions hereunder up to the date of the execution and delivery of the new lease hereinafter mentioned, giving credit, however, for any net income actually collected by LESSOR from the Leased Premises, other than payments made by LESSEE hereunder, LESSOR shall enter into a new lease of the Leased Premises with the Mortgagee for the remainder of the Initial Term, or any extension thereof, at the same Rent and on the same terms and conditions as contained in this Lease and dated as of the date of termination of this Lease. The estate of the Mortgagee, as Lessee under the new lease, shall have priority equal to the estate of LESSEE hereunder (that is, there shall be no charge, lien or burden upon the Leased Premises prior to or superior to the estate granted by such new lease which was not prior to or superior to the estate of LESSEE under this Lease as of the date immediately preceding the date this Lease went into default, except, however, any charge, lien or burden which should not have been permitted and/or should have been discharged by LESSEE under the terms of this Lease). Nothing herein contained shall be deemed to impose any obligation upon LESSOR to deliver physical possession of the Leased Premises to the Mortgagee. The Mortgagee shall pay all expenses, including reasonable attorneys' fees, incident to the execution and delivery of such new lease.

(c) The Mortgagee or any purchaser in foreclosure proceedings, including any corporation formed by the Mortgagee or the holder of the note or other obligations secured by the Mortgage, may become the holder of this Lease, including any rights thereunder to the Improvements, by foreclosure of the Mortgage or as a result of the assignment or conveyance in lieu of foreclosure, but subject to the terms, conditions and obligations of this Lease and Mortgagees interests herein shall never be greater than that of the LESSEE herein. Title to the Leased Premises and Improvements shall at all times remain in the LESSOR.

(d) LESSEE shall, promptly upon receipt of any notice of default under or acceleration of the maturity of the Mortgage, deliver a true copy thereof to LESSOR.

(e) Notwithstanding Mortgagee's rights under this section, in the event of termination of this Lease by LESSOR, Mortgagee and LESSEE shall give LESSOR the right of first refusal to either pay off the remaining balance of the Mortgage and/or assume payment of the Mortgage under the terms of the Mortgage and operate the Improvements for the remaining term of the Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year written above.

**PLANO SPORTS AUTHORITY,  
INC., a Texas nonprofit corporation**

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

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**THE CITY OF MURPHY, a Texas  
home-rule municipal corporation**

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

BY: \_\_\_\_\_  
James Fisher  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

**THE STATE OF TEXAS     §**  
**§**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by \_\_\_\_\_, of **PLANO SPORTS AUTHORITY, INC.**, a Texas nonprofit corporation, on behalf of such corporation.

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

**THE STATE OF TEXAS     §**  
**§**  
**COUNTY OF COLLIN       §**

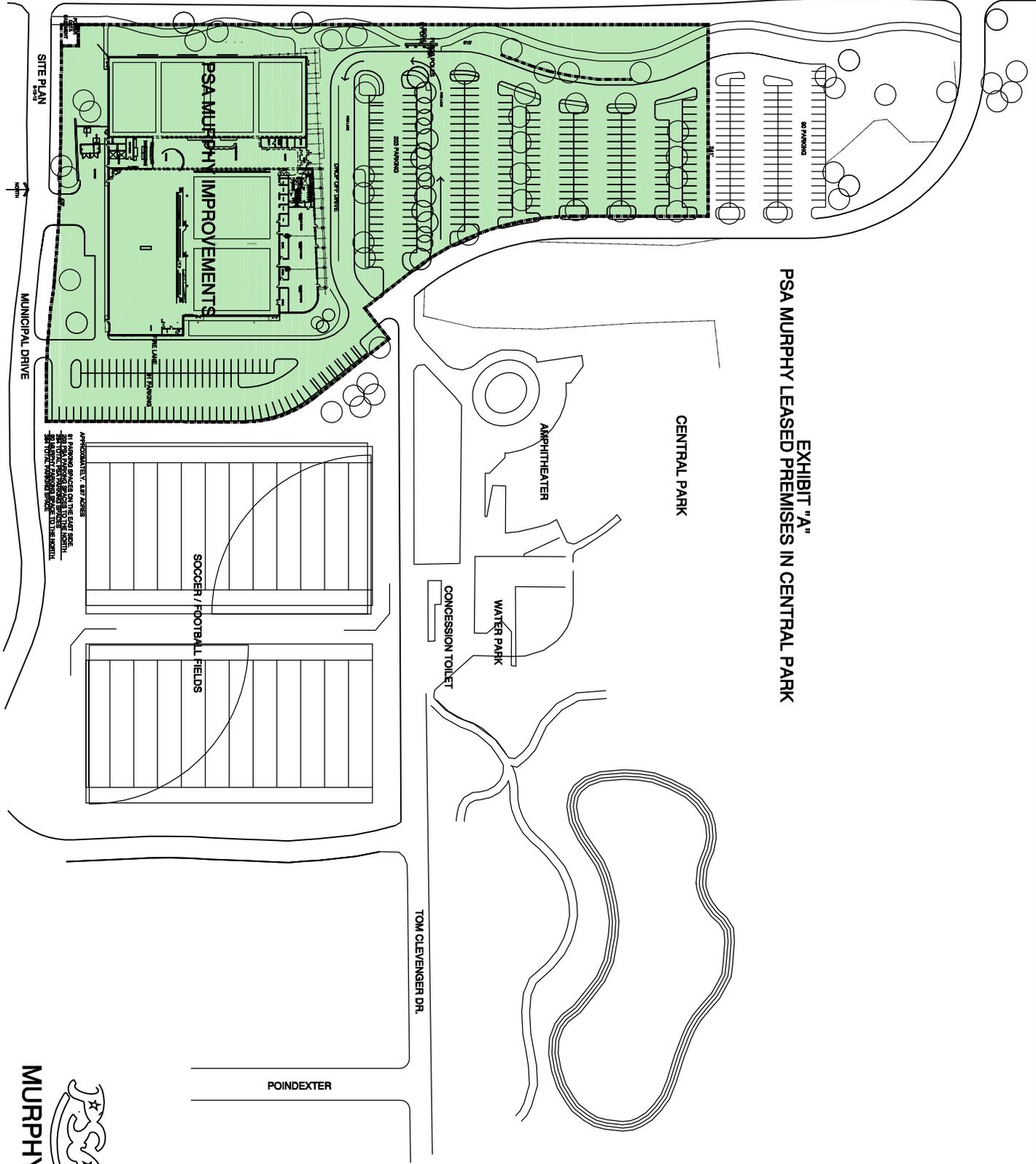
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012 by James Fisher, City Manager of the **CITY OF MURPHY, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

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Notary Public, State of Texas

# Exhibit A

EXHIBIT "A"  
PSA MURPHY LEASED PREMISES IN CENTRAL PARK



APPROXIMATELY 1/2 ACRES  
SHOULD BE SET ASIDE FOR THE LEASEE.  
THE LEASEE SHALL BE RESPONSIBLE FOR  
THE COST OF THE CONSTRUCTION OF THE IMPROVEMENTS.

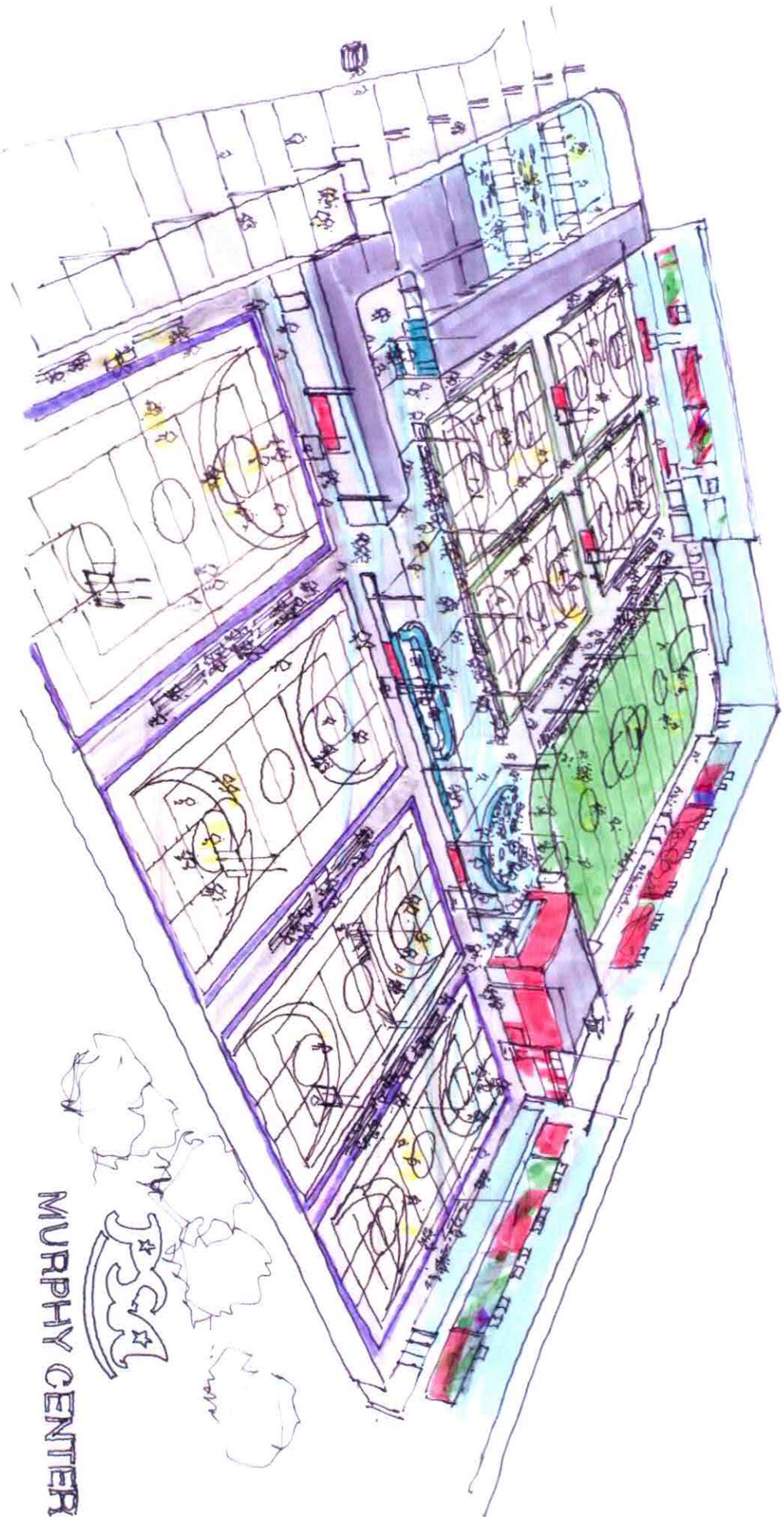


# Exhibit B

# Proposed PSA Murphy Center Rendering The Front (Green West Wall)



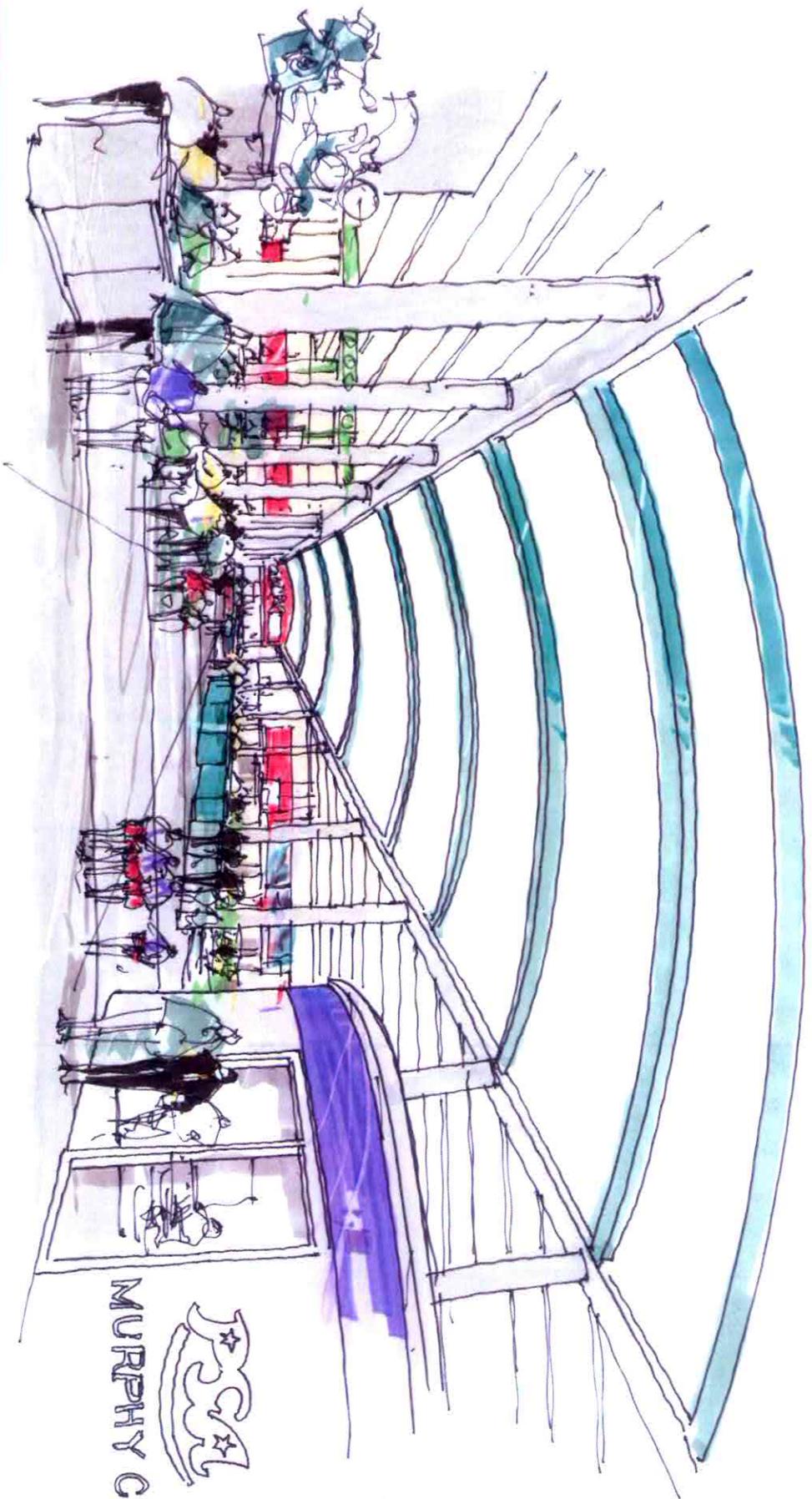
# With The Top Off



MURPHY CENTER



# At The Entrance

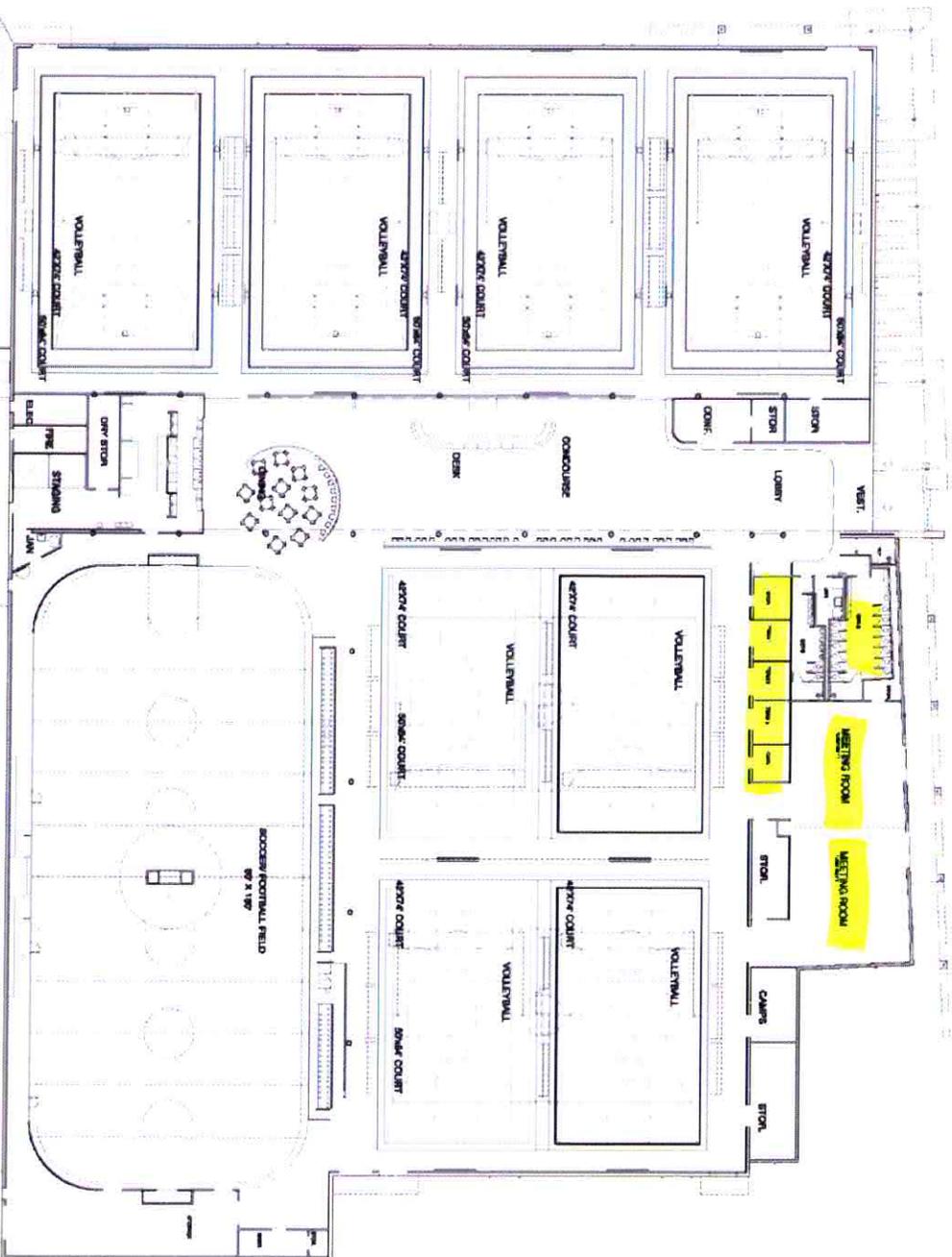


  
MURPHY CENTER

# Proposed PSA Murphy Center Building Lay-out

DROP OFF DRIVE

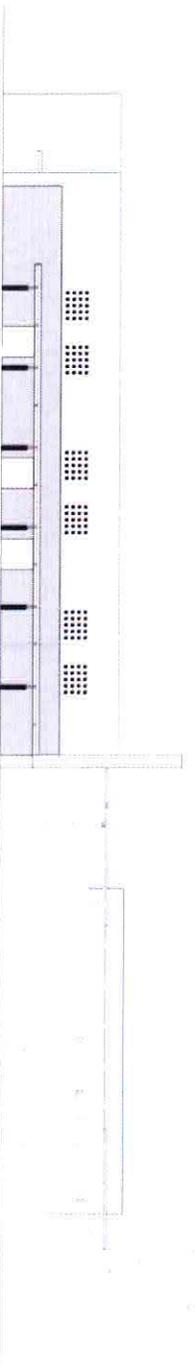
PSA MURPHY  
FLOOR PLAN  
03.18.00, FT.  
03.17.12



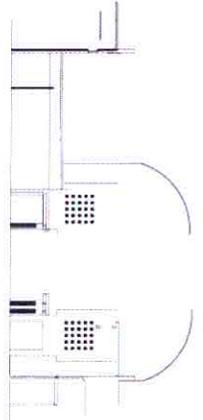
LOFT PLAN



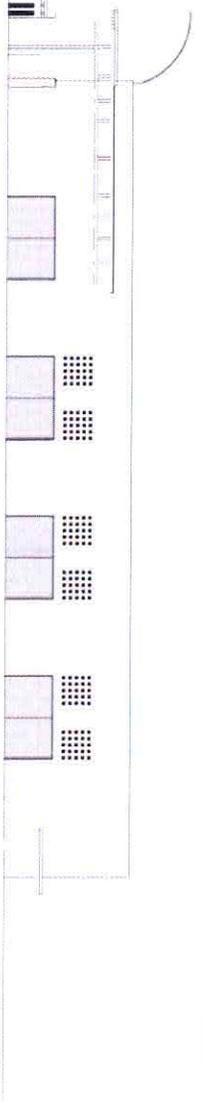
MURPHY CENTER



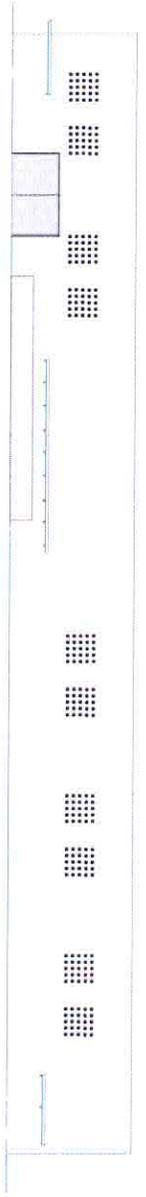
NORTH ELEVATION



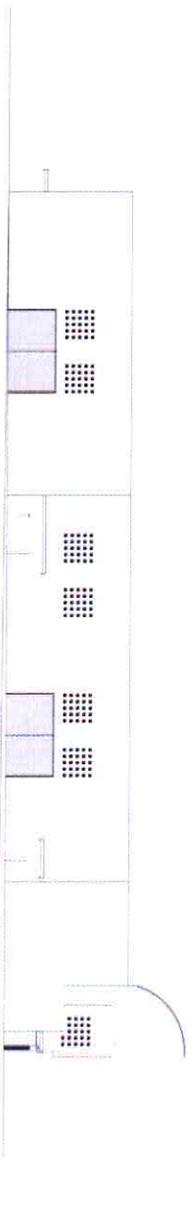
EAST ..... WEST ELEVATION



WEST ELEVATION



SOUTH ELEVATION

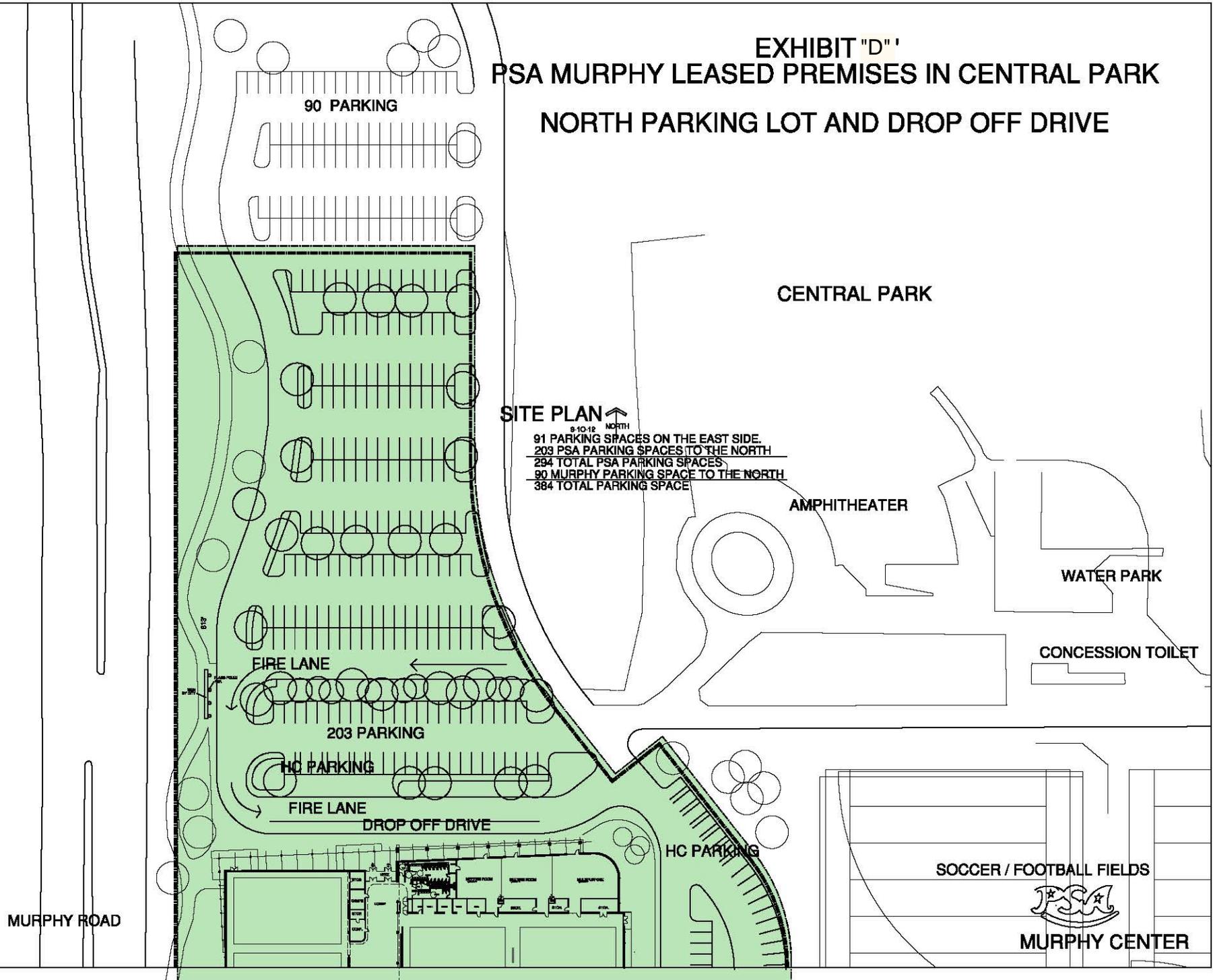


EAST ELEVATION

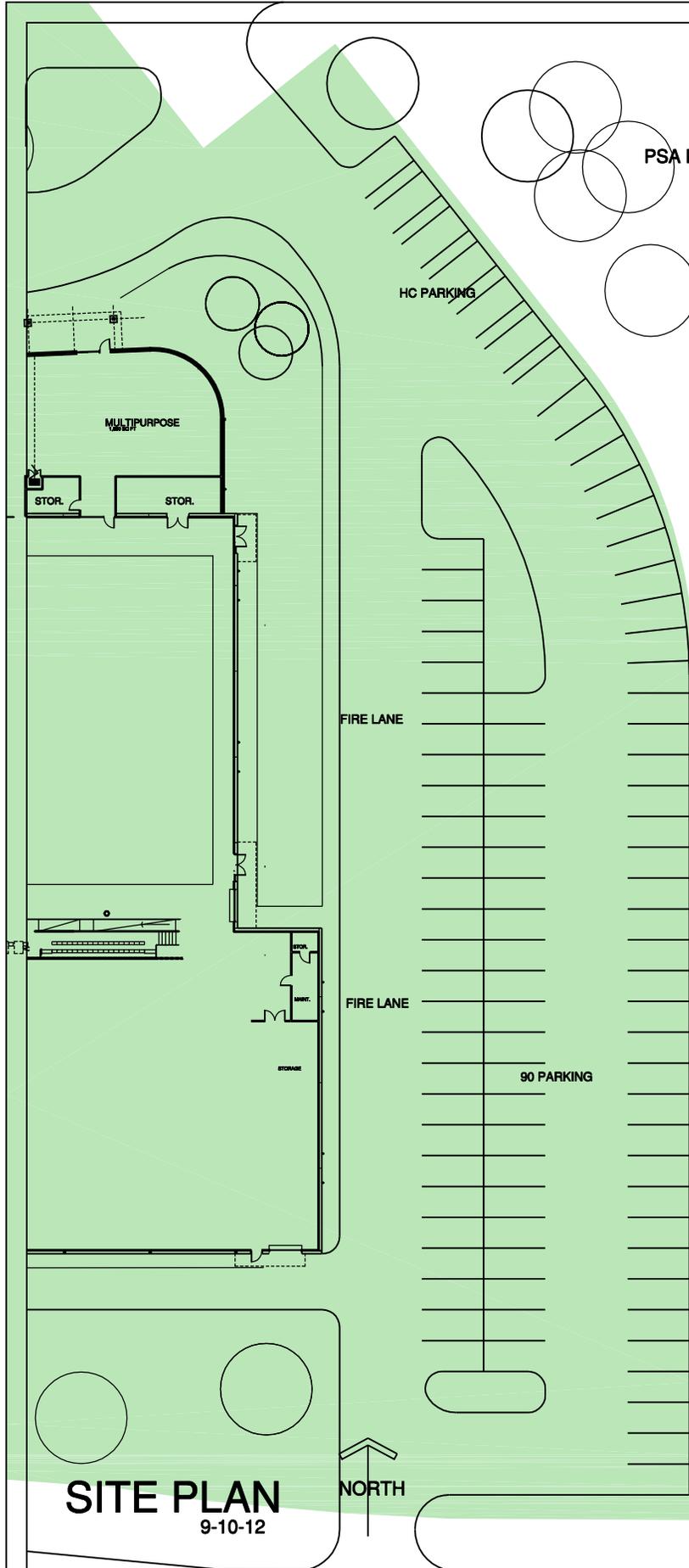
Exhibit C  
Budget (to be supplemented)

# Exhibit D

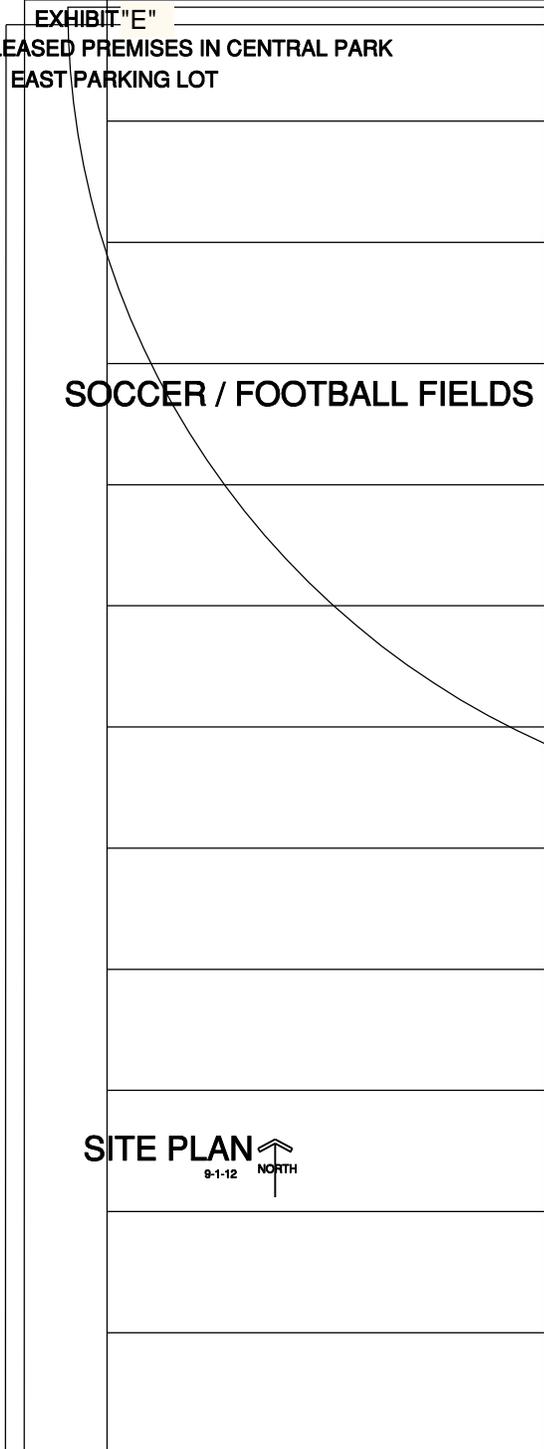
**EXHIBIT "D"**  
**PSA MURPHY LEASED PREMISES IN CENTRAL PARK**  
**NORTH PARKING LOT AND DROP OFF DRIVE**



# Exhibit E



**SITE PLAN**  
9-10-12



91 PARKING SPACES ON THE EAST SIDE.  
 203 PSA PARKING SPACES TO THE NORTH  
 294 TOTAL PSA PARKING SPACES  
 90 MURPHY PARKING SPACE TO THE NORTH  
 384 TOTAL PARKING SPACE

MUNICIPAL DRIVE



**Issue**

Consider and/or act upon the proposed infrastructure improvements for Central Park and PSA (Plano Sports Authority).

**Staff Resource/Department**

Kim Lenoir, Director of Parks and Public Works  
James Fisher, City Manager  
Linda Truitt, Finance Director  
Dennis Simms, Dunkin Sims Stoffels (DSS)

**Key Focus Area**

Economic Development, Community Character, Mobility, and 2008 Trail, Street and Park Bond Projects

**Background**

The Murphy Central Park master plan was approved by City Council June 13, 2011. On August 16, 2011, City Council authorized Dunkin Sims Stoffels (DSS), Park Planners, to proceed with construction documents for the Murphy Central Park and Maxwell Creek Trail project. On August 7, 2012, the City Council awarded the construction bid to Dean Construction. Contracts have been signed. The pre-construction meeting was held August 30, 2012. The Notice to Proceed was issued for September 4, 2012.

The Plano Sports Authority (PSA) approached the City about two months ago with a proposal to build a \$9M facility in Murphy, primarily for youth sports. Staff and PSA have worked together to review all sites owned by the City and some sites not owned by the City, but that the City may acquire. On August 21, 2012, the City Council and Parks and Recreation Board reviewed the PSA Proposal. On August 30 2012, the Parks and Recreation Board held a public meeting to solicit public input and to make a recommendation to City Council. Four recommendations were then made to City Council. On September 10, 2012, City Council approved the following recommendations: proceed with the PSA Murphy project, find a location for an additional practice field, keep the area east of the pond in Central Park undeveloped, and Tom Clevenger Road route not to be straightened. On September 10, 2012, the Parks and Recreation Board held a second public review to discuss the proposed PSA Murphy facility.

Staff has been working with PSA, engineers, architects, and contractors to estimate revisions needed to the Murphy Central Park project to incorporate the new PSA Murphy facility, parking, fire lanes, and access roads. A meeting was held September 13, 2012 to discuss the development costs and budget estimates. Once design changes are complete and project changes are bid or included in the current contract with Dean Construction, final cost will be determined for consideration.

If the PSA lease agreement is approved October 2, 2012, PSA has 60 days to submit their final construction estimates and budget. The engineers need authorization to redesign the park to include the building and parking. Once design is complete, final cost can be determined. Currently, preliminary grading plans, storm sewer plans, sewer plans, road construction plans, and parking plans have were used for the estimated budget.

**Financial Consideration**

**City Cost Estimates**

Access Road	\$ 123,093	1
Landscaping/Irrigation	275,000	1
Sewer*	298,000	1
Lights**	138,180	1
North Parking Lot (82 spaces)	156,865	1
Shade Trees	87,750	2
City Hall Parking Lot (131 spaces)	468,638	3
<b>Total City Cost Estimates</b>	<b><u>\$ 1,547,526</u></b>	

<b>Professional Fees Estimate</b>	<b><u>\$ 196,618</u></b>	4
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**PSA Cost Estimates**

Parking Lot (384 spaces)	\$ 503,616	
PSA Building	137,220	
<b>Total PSA Cost Estimates</b>	<b><u>\$ 640,836</u></b>	5

Total Costs	\$ 2,384,980	
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1 - \$991,138 to be constructed in FY 2013

2 - \$87,750 for trees will be donated and/or be a fundraising opportunity

3 - \$468,638 for City Hall parking lot to be constructed in FY 2014 or 2015

4 - \$196,618 includes DSS design fees, BHC engineering fees and reimbursables - PSA will pay a percentage

5- \$640,836 PSA portion of the project

\*Sewer cost estimate may decrease if second storm sewer can be avoided

\*\*Lights cost estimate may decrease if less expensive light poles are selected

**Board Review**

The MDD will be considering this item on Monday, October 1, 2012.

**Attachments**

- 1) City of Murphy and PSA Preliminary Cost Estimates Meeting Notes

## City of Murphy and PSA Preliminary Cost Estimates Meeting

September 13, 2012

8:00 am

### Attendees:

Kim Lenoir, Director of Parks and Public Works

Kim McCranie, Exec. Admin. Asst.

Linda Truitt, Finance Director

Steven Ventura, Asst. Finance Director

Dennis Sims, Dunkin Sims Stoffels Inc.

Molly Walters, Dunkin Sims Stoffels Inc.

Rheannon Boe, Exec. Asst. to City Manager

Don Blackwood, PSA General Manager

Bill Wadley, PSA Chairman

### Notes:

Kim Lenoir, Kim McCranie, Linda Truitt, Stephen Ventura, Molly Walters, Dennis Sims and Rheannon Boe met at 8:00am on September 13, 2012 to review the proposed improvement costs to get a clear understanding of what are true Central Park costs and what are true PSA costs. Initial discussion had Dennis reviewing the Site Plan for the proposed PSA Murphy facility and Central Park. He explained the site grading and earthwork that would be necessary as well as additional storm sewers that would be needed.

The earthwork and site grading for the new parking lot will result in additional costs of approximately \$196,618 to the City and PSA in professional fees and reimbursables (percentage to be determined at a later date). These fees include the engineer and DSS.

Because all water is expected to flow into the pond in Central Park to be used for irrigation throughout the park, it would be necessary to either A) invest in a larger storm sewer in the current location running to the pond or B) add a second storm sewer on the east end of the parking lot that would run to the pond. The amount of \$298,000 provided for storm sewers, etc. is currently an estimate, but it can be reduced if the second storm sewer can be avoided.

There was discussion about the light pole/standards. The amount of \$138,180 currently shown could decrease and there could be additional savings for the City if less expensive fixtures are selected. The ones currently around City Hall are very expensive and come from Canada.

At 9:00am, Don Blackwood and Bill Wadley from PSA joined the meeting.

It was determined that the \$40,000 expense for PSA site grading for their building was not factored into the original PSA Building cost estimate. This cost was added with no issues from PSA members. The parking lot expense includes grading, earthwork, etc., and it was decided that PSA would establish their own contact for concrete, most likely with Dean Construction. Both the City and PSA expect a price savings for the increased amount of concrete going into the projects.

Dean Construction is limited to \$1million of additional work with the current city contract. Therefore work over \$1m will need a separate contract or bid with another contractor.

It was also discovered that an amount for the storm sewer for the City Hall parking lot was not included in the estimate. An amount of \$101,000 was added to the City Hall Parking Lot Total amount. After speaking with PSA about parking for their facility, it was noted that the City Hall parking lot could be pushed back 3 years to 2015. PSA will be at full capacity in approximately 5 years, and this would allow the parking lot to be built before this time. If this were to occur, questions arose about future storm sewers. Would they run through Central Park to the pond or would they run west?

Don suggested that the proposed shade trees could be covered through a fundraiser, and when the time comes, he will work with the City to organize. Kim also suggested that the City plans to have donations with plaques to help reduce or eliminate this cost.

**Issue**

Discussion on Boards and Commissions, their descriptions and roles; also review the appointment process.

**Considerations**

1. In an effort to simplify descriptions of the boards and commissions and to provide better understanding for our volunteers, the City has provided a draft of the descriptions of these boards and commissions.
2. City Council establishes an Interview Panel comprised of three council members who interview new applicants as well as current board members who were seeking reappointment. The panel then makes recommendations to the full Council.

**Staff Recommendation**

Council discussion and staff direction is requested on Boards and Commissions, their descriptions and roles and on the appointment process.

**Attachments**

Draft - Boards and Commissions Descriptions and Roles

*James Fisher, City Manager*

**Submitted By**

## City of Murphy Boards, Commissions, and Committees

Board	Animal Shelter Advisory Committee
<b>Established</b>	Established by Ordinance No. 09-02-786 on February 16, 2009
<b>Duties/Description</b>	The Animal Shelter Advisory Committee shall discuss ideas that will help ensure that the animal shelter is in compliance with the state department of health rules pertaining to animal shelters and make recommendations, for the betterment of the community, concerning operations, policies, procedures, new programs, and the improvement of existing programs.
<b>Composition/Terms</b>	The Animal Shelter Advisory Committee is composed of one licensed veterinarian, one municipal official, one person whose duties include the daily operation of the animal shelter and is employed by the City as an Animal Control Officer, one representative from an animal welfare organization, and two resident citizens of Murphy. Committee members shall be appointed for two-year staggered terms except that two members are initially appointed for a three-year term. The City Council shall fill any and all vacancies on the committee excluding the Animal Control Officer. The City Council shall also appoint a chairperson for a one year term.
<b>Meeting Schedule</b>	The Animal Shelter Advisory Committee shall meet at a minimum of three times per year as needed at a date and time TBD in the City Council Workroom Murphy City Hall, 206 N. Murphy Road.
<b>Staff</b>	The staff liaison is Kim Parker, Support Services Manager. The staff liaison shall facilitate the meetings, provide the committee with necessary information to make informed recommendations, and advise the committee on operations, policies, procedures, and programs related to the Animal Shelter. The staff liaison shall work with the chair to set the meeting agenda.
<b>Contact</b>	Kim Parker, T: 972-468-4235, E: kparker@murphytx.org
Board	Board of Adjustment
<b>Established</b>	Established by City Charter, Article IX, Section 9.05
<b>Duties/Description</b>	The Board of Adjustment meets to consider applications for variances to zoning ordinance regulations, and makes decisions on appeals, special exceptions and requests for variances that are in the best interest of the general public.
<b>Composition/Terms</b>	The Board of Adjustment shall consist of seven Murphy resident citizens and qualified voters appointed by the City Council to staggered two-year terms. Up to four additional alternate members may be appointed by City Council to serve in the absence of one or more of the regular board members.
<b>Meeting Schedule</b>	The Board of Adjustment shall meet as needed at a date and time TBD in the City Council Chambers, Murphy City Hall, 206 N. Murphy Road.
<b>Staff</b>	The staff liaisons are David Gensler, Code Compliance, and Kristen Roberts, Director of Economics and Community Development. The staff liaisons shall facilitate the meetings, communicate with the requestor, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to the Comprehensive Zoning Ordinance. The staff liaisons shall work with the chair to set the meeting agenda.
<b>Contact</b>	David Gensler, T: 972-468-4064, E: dgensler@murphytx.org; Kristen Roberts, T: 972-468-4006, F: 972-468-4094, E: kroberts@murphytx.org
Board	Building and Fire Code Appeal Board
<b>Established</b>	Established by Ordinance No. 06-05-690 on May 1, 2006
<b>Duties/Description</b>	The Building and Fire Code Appeal Board hears appeals of orders, decisions or determinations made by the Building Official or Fire Official relative to the application and interpretation of various building and fire codes.
<b>Composition/Terms</b>	The Building and Fire Code Appeal Board shall consist of five members appointed by the City Council to staggered two-year terms. It is recommended that the Board consist of individuals from the following professions/disciplines and all members shall be qualified City voters: 1) Registered design professional with architectural experience or a builder or superintendent of building construction; 2) registered design professional with structural engineering experience or a builder or superintendent of building construction; 3) registered design professional with mechanical and plumbing engineering experience or a mechanical/plumbing contractor; 4) registered design professional with electrical engineering experience or an electrical contractor; and 5) registered design professional with fire protection engineering experience or a fire protection contractor or state Fire Commission certified fire personnel.
<b>Meeting Schedule</b>	The Building and Fire Code Appeal Board shall meet on the forth Thursday as needed and scheduled in accordance with requests for appeals at a time TBD in the City Council Chambers, Murphy City Hall, 206 N. Murphy Road.
<b>Staff</b>	The staff liaisons are Perry Elliott, Administrative Captain, and Mark Lee, Fire Chief. The staff liaisons shall serve as ex-officio members but shall have no vote on any matter before the board. The staff liaisons shall facilitate the meetings, communicate with the requestor, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to building and fire codes. The staff liaisons shall work with the chair to set the meeting agenda.
<b>Contact</b>	Perry Elliott, T: 972-468-4312, E: pelliott@murphytx.org; Mark Lee, T: 972-468-4303, F: 972-468-4322, E: mlee@murphytx.org
Board	Ethics Review Commission
<b>Established</b>	Established by Ordinance No. 10-11-863 on November 15, 2010
<b>Duties/Description</b>	The Ethics Review Commission seeks to uphold and enforce high ethical standards. The Commission serves as an advisory board to City Council, making appropriate recommendations concerning standard operating procedures and guidelines as described in the Code of Ethics (Ord. No. 10-11-863) involving City Officials and City Employees.
<b>Composition/Terms</b>	The Ethics Review Commission is to be composed of five members, each serving a two year term and appointed by the City Council. Two Commissioners shall be selected to serve an initial one year term and three Commissioners shall be selected to serve an initial two year term. Thereafter, all members' terms shall be two years.
<b>Meeting Schedule</b>	The Ethics Review Commission shall meet a minimum of once a year as needed. The date of the annual meeting shall be in September as set by the Commission at a time TBD in the City Council Chambers, Murphy City Hall, 206 N. Murphy Road.
<b>Staff</b>	The staff liaison is Andy Messer, City Attorney. The staff liaisons shall facilitate the meetings, communicate with the requestor, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to building and fire codes. The staff liaison shall work with the chair to set the meeting agenda.
<b>Contact</b>	Andy Messer, T: 972-424-7200, E: amesser@mcblawfirm.net

## City of Murphy Boards, Commissions, and Committees

Board	Murphy Community Development Corporation
<b>Established</b>	Established by a Special Election held on May 3, 2003
<b>Duties/Description</b>	The Murphy Community Development Corporation makes recommendations and approves the allocation of funding for specific types of projects that promote community enhancements such as parks, related open space improvements, and community development that benefit and enhance the City.
<b>Composition/Terms</b>	The Murphy Community Development Corporation shall consist of seven qualified City voters appointed by the City Council for a staggered two-year term.
<b>Meeting Schedule</b>	The Murphy Community Development Corporation meets as needed.
<b>Staff</b>	The staff liaison is Kristen Roberts, Director of Community Development. The staff liaison will facilitate the meetings, communicate with applicants, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to community development. The staff liaison shall work with the chair to set the meeting agenda.
<b>Contact</b>	Kristen Roberts, T: 972-468-4006, F: 972-468-4094, E: kroberts@murphytx.org
Board	Murphy Municipal Development District Corporation
<b>Established</b>	Established by a Special Election held November 8, 2011
<b>Duties/Description</b>	This board has a wide area of jurisdiction, including Economic Development, Community and Development, Planning and Zoning and other related departments. The Municipal Development District acts as a separate political entity that reports to the City Council. It is through the Board's discretion that projects are planned and funded using a portion of the City's sales tax. This Board established a budget every year that must be approved by City council.
<b>Composition/Terms</b>	This board shall consist of five qualified city voters appointed by the City Council for two-year staggered terms with no term limits.
<b>Meeting Schedule</b>	This board shall meet as needed at a date and time TBD in the City Council Chambers, Murphy City Hall, 206 N. Murphy Road.
<b>Staff</b>	The staff liaison is James Fisher, City Manager. The staff liaison shall facilitate the meetings, provide the committee with necessary information to make informed recommendations, and advise the committee on operations, policies, procedures, and programs related to economic development. The staff liaison shall work with the chair to set the meeting agenda.
<b>Contact</b>	James Fisher, T: 972-468-4007, F: 972-468-4008, E: jfisher@murphytx.org
Board	Parks and Recreation Board
<b>Established</b>	Established by Ordinance No. 07-12-744 on December 17, 2007
<b>Duties/Description</b>	The Parks and Recreation Board shall act in an advisory capacity to City staff and City Council in all matters pertaining to parks and recreation services of the City. The members shall acquaint themselves, study, and review the parks and recreation services of the City. They shall advise the staff and City Council from time to time as to the present and future maintenance, operation, planning, acquisition, development, and use of policies for City park and recreation services.
<b>Composition/Terms</b>	The Parks and Recreation Board shall consist of seven qualified City voters appointed by the City Council for a staggered two-year term.
<b>Meeting Schedule</b>	The Parks and Recreation Board shall meet on the second Monday of each month at 6:30 p.m. in the City Council Chambers, Murphy City Hall, 206 N. Murphy Road.
<b>Staff</b>	The staff liaison is Kim Lenoir, Director of Parks & Public Works. The staff liaison will facilitate the meetings, provide the board with necessary information to make informed recommendations, and advise the board on operations, policies, procedures, and programs related to parks and recreation. The staff liaison will work with the chair to set the meeting agenda.
<b>Contact</b>	Kim Lenoir, T: 972-468-4068, F: 972-468-4168; E: klenoir@murphytx.org
Board	Planning and Zoning Commission
<b>Established</b>	Established by City Charter, Article IX, Section 9.01
<b>Duties/Description</b>	The Planning and Zoning Commission shall act as an advisory board to the City Council, making recommendations pertaining to planning and zoning as well as the Comprehensive Plan. The Commission is responsible for reviewing plats, site plans, landscape plans, and zoning requests and to make recommendations to City Council for their final approval.
<b>Composition/Terms</b>	The Planning and Zoning Commission shall consist of seven qualified City voters appointed by the City Council for a staggered two-year term.
<b>Meeting Schedule</b>	The Planning and Zoning Commission shall meet the fourth Monday of each month at 6:00 p.m. in the City Council Chambers, Murphy City Hall, 206 N. Murphy Road.
<b>Staff</b>	The staff liaison is Kristen Roberts, Director of Community Development. The staff liaison will facilitate the meetings, communicate with applicants, provide the board with necessary information to make informed decisions, and advise the board on current regulations and procedures related to the Comprehensive Zoning Ordinance, Comprehensive Plan, and other development issues. The staff liaison will work with the chair to set the meeting agenda.
<b>Contact</b>	Kristen Roberts, T: 972-468-4006, F: 972-468-4094, E: kroberts@murphytx.org