

**TAX INCREMENT REINVESTMENT ZONE #1, BAKER BOULEVARD
MEETING AGENDA
CITY HALL, 3200 DIANA DRIVE
JANUARY 10, 2022 at 5:30 PM**

The Richland Hills Tax Increment Reinvestment Zone #1 meeting is open to the public. If Executive Session is required, it will be held in the City Hall Conference Room and is closed to the public. Please note that although the Board will generally consider the items on the agenda in the order shown below, they may elect to re-order items in order to accommodate the needs of the Board, city staff, presenters, or the public generally. Therefore, members of the public interested in any agenda item are encouraged to be in attendance at the start of the meeting.

1. CALL TO ORDER

2. EXECUTIVE SESSION

A. Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Section 551.071. Refer to posted list attached hereto and incorporated herein. **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the Tax Increment Reinvestment Zone #1 to seek advice from the City Attorney as to the posted subject matter of this Tax Increment Reinvestment Zone #1 meeting.**

B. Reconvene: Action necessary on items discussed in Executive Session

3. PUBLIC COMMENTS

This is the public's opportunity to address the Tax Increment Reinvestment Zone #1 Board about non-agenda items. In compliance with the Texas Open Meetings Act, Board members and city staff are prevented from discussing non-agenda items and may only respond with statements of factual information or existing city policy.

REGULAR AGENDA

4. Approve minutes from the August 24, 2020 Tax Increment Reinvestment Zone #1 meeting
5. Consider Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

6. ADJOURNMENT

CERTIFICATE

I hereby certify that the above agenda was posted on this the 6th day of January 2022, by 5:30 p.m., on the official bulletin board at the Richland Hills City Hall, 3200 Diana Drive, Richland Hills, Texas, pursuant to the Texas Government Code, Chapter 551.

Lindsay Wells

Lindsay Wells
City Secretary



ACCESSIBILITY STATEMENT

The Facility is wheelchair accessible. If you plan to attend this public meeting and have a disability that requires special arrangements, please notify the City Secretary 48 hours in advance at (817) 616-3810 and reasonable accommodations will be made to assist you.

Memorandum

To: Tax Increment Reinvestment Zone #1 Board of Directors

From: Lindsay Wells, City Secretary

Date: January 10, 2022

Subject: Minutes from the August 24, 2020 Richland Hills Tax Increment Reinvestment Zone #1 Meeting

Agenda Item:

Approval of August 24, 2020 Richland Hills Tax Increment Reinvestment Zone #1 Meeting Minutes

Background Information:

N/A

Financial Considerations:

N/A

Board/Citizen Input:

N/A

Attachments:

August 24, 2020 Draft Minutes

Board Action Requested:

Motion to approve the minutes from the August 24, 2020 Richland Hills Tax Increment Reinvestment Zone #1 meeting

**Richland Hills Tax Increment Reinvestment Zone #1, Baker Boulevard
Board of Directors Meeting
Draft Minutes**

**Monday, August 24, 2020
5:00 P.M.
Richland Hills City Hall
3200 Diana Drive**

Board Members Present:

Edward Lopez
Douglas Knowlton
Allison Barger
Curtis Bergthold
Roland Goveas
Athena Campbell

Board Members Present Via Teleconference:

Rebecca Barksdale

Staff

Candice Edmondson, City Manager
Cathy Bourg, City Secretary

Staff Present Via Teleconference

Betsy Elam, City Attorney

The Richland Hills Tax Increment Reinvestment Zone #1 meeting is open to the public and citizens are welcome to attend. However, due to the current Coronavirus (COVID-19) outbreak in our area and in an effort to abide by social distancing requirements, we encourage citizens wishing to participate in the meeting to email comments to City Secretary Cathy Bourg at cbourg@richlandhills.com by 4:00 p.m. on Monday, August 24th. Your comment will be read aloud during Item 3 *Public Comments*.

Some members of the Tax Increment Reinvestment Zone #1 may be unable to attend and will be participating via teleconference. If you would like to call in during *Public Comments* dial (817) 616-3779.

Like all Tax Increment Reinvestment Zone #1 meetings, this meeting will be broadcast live over the City of Richland Hills website for those who wish to watch from home.

1. CALL TO ORDER

Mayor Lopez called to order at 5:00 p.m.

2. EXECUTIVE SESSION

A. Executive Session: Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Section 551.071. Refer to posted list attached hereto and incorporated herein. **Executive Session may be held, under these exceptions, at any time during the meeting that a need arises for the Tax Increment Reinvestment Zone #1 to seek advice from the City Attorney as to the posted subject matter of this Tax Increment Reinvestment Zone #1 meeting.**

None

B. Reconvene: Action necessary on items discussed in Executive Session

3. PUBLIC COMMENTS

This is the public's opportunity to address the Tax Increment Reinvestment Zone #1 Board on any matter not posted on the agenda. Citizen comments emailed to Cathy Bourg (cbourg@richlandhills.com) on an item either listed on this agenda or not listed on this agenda will be heard at this time.

None

REGULAR AGENDA

4. Approve minutes from the September 23, 2019 Tax Increment Reinvestment Zone #1 meeting

Motion: Motion was made by Board Member Barger and seconded by Board Member Goveas to approve.

Motion carried by a vote of 6-0. Member Campbell absent from Chamber

5. Consider approval of the revised Baker Boulevard TIRZ #1 Tax Increment Financing Plan

Terry Leake, Interim Finance Director gave a presentation on the revised Baker Boulevard TIRZ #1 Tax Increment Financing Plan.

When a Tax Increment Financing (TIF) Zone is established, a Financing Plan for Project Plan improvements is adopted by the Board and subsequently the City Council. In 2009, Richland Hills established a TIF comprised primarily of the properties along Baker Boulevard, which expires in 2029. When the Baker Boulevard TIF was established, a Financing Plan was adopted. The two major contributing financial elements were property taxes on the incremental increase of taxable property value within the TIF and 1/8 of the one cent sales tax on businesses within the TIF. The incremental value is the amount above the 2009 base property taxable value and base sales tax collected in 2009. The Financing Plan included contributions from the taxable incremental property taxes from the following entities and the percent of the contribution: Richland Hills

(100%), Tarrant County (75%), Tarrant County College District (50%), and Tarrant County Hospital District (75%).

As the Financing Plan was adopted in 2009, there is a need to update the Financing Plan to reflect actual contributions for Fiscal Years 2010 through 2020, and revise projections for Fiscal Years 2021 through 2029 due to the following considerations:

- There was no incremental property value increase in the TIF until Fiscal Year 2016; no contributions were made, as the taxable value was lower than the 2009 base value for Fiscal Years 2010-2015.
- The actual incremental property value is considerably lower than the amount projected in the Financing Plan (Fiscal Year 2020: actual - \$22,870,054 / projected - \$35,400,036). The projected incremental value in the final year (2029) is \$86,656,312.
- There are two contributing entities, Richland Hills (100% of taxable incremental value) and Tarrant County (75% of taxable incremental value), rather than the four entities reflected in the adopted financing plan.
- The contribution for sales tax within the zone averages \$75,000 per year.
- There was a bond sale included in the plan that did not occur

The proposed revision includes the two contributing entities (Richland Hills and Tarrant County) and projects an annual increase of 1.5% on existing properties. There is new construction of 48 residential homes with a \$200,000 value phased in over three fiscal years (2024, 2025, 2026) included in the incremental property value increase. The contribution for sales tax is \$75,000 annually for the nine remaining years. These revisions reduce the amount to be contributed for the remaining years of the TIF to \$3,093,796. A corresponding TIF Project Plan will be presented for the available and revised projected resources for the remainder of the TIF.

Motion: Motion was made by Board Member Bergthold and seconded by Board Member Campbell to approve the revised Baker Boulevard TIRZ #1 Tax Increment Financing Plan.

Motion carried by a vote of 7-0.

6. Consider approval of the revised Baker Boulevard TIRZ #1 Tax Increment Financing Project Plan

Candice Edmondson, City Manager gave a presentation on the revised Baker Boulevard TIRZ #1 Tax Increment Financing Project Plan.

In 2009, Richland Hills established a TIF comprised primarily of the properties along Baker Boulevard, which expires in 2029. When the Baker Boulevard TIF was established, a Financing Plan and Project Plan was adopted. The Financing Plan and Project Plan have not been updated since adoption, and there is a need to update both to reflect actual contributions and revised projections.

After a thorough analysis of the TIF zones financial elements, revisions have been made to both the Financing and Project Plans. The revised Financing Plan will be discussed in a separate item but provides for \$4,033,519 in available funds throughout the remaining life of the TIF.

The revised Project Plan is attached to this memo for your review and consideration. Proposed revisions to the adopted plan include the following:

Administration

- Annual TIF Maintenance Costs – Reduced by \$155,000: There is no cost to the City to administer the TIF, as it is handled by City staff. Category to be eliminated.
- Site Marketing – Reduced by \$55,000: Due to number of available undeveloped sites within the TIF, the amount was reduced.
- Matching Funds for Grants – Reduced by \$100,000: Funding for possible grants is contained in the Developer/Business Incentives category. Category to be eliminated.

Bonds

- Fees & Expense for Bond Issues – Reduced by \$47,459: Bonds were not issued and there are no plans to issue bonds over the remaining life of the TIF. Category to be eliminated.
- Bond Payoff – Interest – Reduced by \$933,500: Bonds were not issued and there are no plans to issue bonds over the remaining life of the TIF. Category to be eliminated.

Landscaping

- A new category was created (Baker Boulevard Corridor Landscaping) with funding of \$165,103. The remaining balance of \$22,366 in Landscaping – trees & shrubs in median and \$160,512 Landscaping – sidewalks was reallocated in the Project Plan and these categories will be eliminated.

Streetscape

- Engineering/Design – Reduced by \$75,000: Projected future project costs to be lower.
- Curb & Gutter – Reduced by \$350,000: Projected future project costs to be lower.
- Sidewalks - Reduced by \$350,000: Projected future project costs to be lower; ADA compliance moved to this project category.
- ADA Compliance – Reduced by \$30,000: Incorporated into Sidewalks project category. Category to be eliminated.
- Signal/Crosswalk Improvements – Increased by \$70,000: Provide funding for additional signal improvements.
- Upscale Street Lighting – Reduced by \$561,280: Project category will not be used. Category to be eliminated.
- Fiberglass Power Line - Reduced by \$225,000: Project category will not be used. Category to be eliminated.

Medical Clinic

- Proposed Medical Clinic - Land Acquisition - Reduced by \$100,000: Project category will not be used. Category to be eliminated.
- Proposed Medical Clinic - Improvements - Reduced by \$810,000: Project category will not be used. Category to be eliminated.

Developer /Business Incentives (Business added to category title)

- Developer Incentives: Increased by \$600,000: Provide additional funding for development of undeveloped sites.
- Façade & Sign Improvements Grants (Grants added to category) - Decreased by \$100,000 based on anticipated costs.
- Public Infrastructure Improvements (Utility deleted and replaced with Public Infrastructure) - Decreased by \$100,000 based on anticipated costs.

Park Facilities (revised to Public Facilities)

- Public Park – Land Acquisition - Reduced by \$500,000: Project category will not be used. Category to be eliminated.
- Park Facilities category title revised to Public Facilities - Increased by \$320,000: Provide additional funding for project category.
- Public Park – Maintenance - Reduced by \$10,000: Project category will not be used. Category to be eliminated.

Motion: Motion was made by Board Member Barger and seconded by Board Member Bergthold to approve the revised Baker Boulevard TIRZ #1 Tax Increment Financing Project Plan.

Motion carried by a vote of 6-0. Rebecca Barksdale abstained

7. ADJOURNMENT

A motion was made by Board Member Knowlton and seconded by Board Member Campbell to Adjourn. Motion passed 7-0.

There being no further business to come before the Board, Mayor Lopez declared the meeting adjourned at 5:32 p.m.

ATTEST

APPROVED

Lindsay Wells, City Secretary

Edward Lopez, Mayor

Memorandum

To: Tax Increment Reinvestment Financing Zone #1 Board Members

From: Candice Edmondson, City Manager

Date: January 10, 2022

Subject: Baker Landing Development Agreement

Agenda Item:

Consider Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

Background Information:

The Skorburg Company has applied for a zoning change on the property known as 7100 Baker Boulevard and 3209 Ash Park Drive from Mixed Use to Planned Development with a base zoning district of MF-2 Multiple Family Residential Medium Density. The developer is proposing to build a 69-unit multi-family townhome community on the site. The proposed name of the development is Baker Landing.

As part of the proposal, the Skorburg Company is requesting City participation for the project in the amount of \$400,000. The Developer is seeking \$275,000 in reimbursements for public sewer and water improvements and \$125,000 in reimbursements for permit fees.

Financial Considerations:

The Skorburg Company has requested City participation for the project in the amount of \$400,000. Funding for the project is currently available in the TIF Fund.

Legal Review:

The City Attorney has reviewed the Development Agreement

Board/Citizen Input:

The Planning and Zoning Commission considered the zoning change request for the property at a public hearing on September 28, 2021 and recommended approval 3-0.

The Council Development Review Committee reviewed the proposed development standards and concept plans at meetings on October 20, 2021 and January 6, 2022.

The City Council will consider the zoning change request and Development Agreement on January 10, 2022 following the TIRZ Board meeting.

Attachments:

Baker Landing Proposal Summary
Proposed Development Agreement
Baker Landing Development Standards
Baker Landing Concept Plan
Baker Landing Landscape Plan
Baker Landing Concept Photo

Board Action Requested:

Motion to approve Development Agreement for the Baker Landing Planned Development (PD) at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118

Baker Landing TIRZ Proposal Summary

As part of the Baker Landing PD proposal, Skorburg Company will be requesting city participation for the project in the way of cash reimbursements and fee waivers. The total requested amount of financial participation is \$400,000. Skorburg Company is requesting a maximum of \$275,000 in reimbursements for public infrastructure improvements (ie. sewer and water installation) and a maximum of \$125,000 in permit fee waivers.

The Skorburg Company intends to expend a minimum of One Million Dollars (\$1,000,000.00) in constructing the Public Improvements for Baker Landing; with the final Private Improvements constructed by the builder to have an expected ad valorem tax value of approximately Twenty Million Dollars (\$20,000,000.00). The breakdown of the public infrastructure and improvement cost is included with this proposal as Exhibit A.

69 lots

x \$300,000 (average home price)

= \$20,700,000

x .00558 (City of Richland Hills Property Tax Rate)

= **\$115,506** annual tax revenue at build out

x 20 years

= **\$2,310,120** in tax revenue over 20 years after buildout

Baker Landing will be constructed in one phase. It is anticipated that the construction of the public improvements necessary to serve the development will commence by May 31, 2021, and such construction shall be completed within approximately twelve (12) months after commencement.

After substantial completion of public improvements and acceptance by the City, the TIRZ will reimburse the owner in an amount not to exceed Two Hundred Seventy-Five Dollars (\$275,000.00). In addition, as consideration for constructing the private improvements, the City of Richland Hills will pay Owner an amount equal to the permit fees (building permit fees, mechanical and electrical permit fees, and inspection fees) at the time of which a sufficient number of permits have been requested to equal the amount not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000).

Exhibit A

Public Infrastructure Construction and Improvement Cost Breakdown

On-Site Water

Project Cost Item	Quantity	Unit	Unit Price	Total
8" PVC	1,201	LF	\$ 39.00	\$ 46,839.00
8" Valves and & Box	9	EA	\$ 1,750.00	\$ 15,750.00
8" x 6" Tapping Sleeve and Valve	2	EA	\$ 5,500.00	\$ 11,000.00
Fire Hydrants	3	EA	\$ 5,000.00	\$ 15,000.00
1" Domestic service	68	EA	\$ 800.00	\$ 54,400.00
1" Domestic service - Bullhead	8	EA	\$ 3,000.00	\$ 24,000.00
Remove and Replace existing concrete 6" services	225	SY	\$ 115.00	\$ 25,875.00
2" Irrigation service & meter box	2	EA	\$ 3,000.00	\$ 6,000.00
Connect to existing main 6"	2	EA	\$ 3,500.00	\$ 7,000.00
Bond	1	EA	\$ 4,117.00	\$ 4,117.00
Density testing - water	1,201	LF	\$ 2.00	\$ 2,402.00
Testing (chlorination & pressure)	1,201	LF	\$ 1.00	\$ 1,201.00
Trench Safety	1,201	LF	\$ 1.00	\$ 1,201.00
Total Cost of Proposed Water Infrastructure				\$ 214,785.00

On-Site Sanitary Sewer

Project Cost Item	Quantity	Unit	Unit Price	Total
8" PVC pipe	1,651	LF	\$ 35.00	\$ 57,785.00
4" Diameter manhole	9	EA	\$ 5,400.00	\$ 48,600.00
4" Diameter manhole (Over Existing Line)	2	EA	\$ 7,500.00	\$ 15,000.00
4" Service lines	83	EA	\$ 750.00	\$ 62,250.00
Remove and Replace 6" Asphalt	50	SY	\$ 115.00	\$ 5,750.00
Connect to existing 6"	2	EA	\$ 2,000.00	\$ 4,000.00
Trench safety	1,651	LF	\$ 1.00	\$ 1,651.00
Testing (air and mandrel)	1,651	LF	\$ 2.00	\$ 3,302.00
Density Testing	1,651	LF	\$ 2.00	\$ 3,302.00
Bond	1	EA	\$ 3,024.00	\$ 3,024.00
Total Cost of Proposed Sewer Infrastructure				\$ 204,664.00

Drainage Improvements

Project Cost Item	Quantity	Unit	Unit Price	Total
30" RCP	310	LF	\$ 95.00	\$ 29,450.00
21" RCP	170	LF	\$ 95.00	\$ 16,150.00
18" RCP	70	LF	\$ 75.00	\$ 5,250.00
4 x 4 Joint Box	2	EA	\$ 4,500.00	\$ 9,000.00
20' Inlet	4	EA	\$ 7,200.00	\$ 28,800.00
15' Inlet	2	EA	\$ 6,000.00	\$ 12,000.00
30" Headwall	1	EA	\$ 4,000.00	\$ 4,000.00
21" Headwall	2	EA	\$ 2,400.00	\$ 4,800.00
Rip Rap	75	SY	\$ 110.00	\$ 8,250.00
Density Testing - Storm	550	LF	\$ 2.00	\$ 1,100.00
Trench Safety	550	LF	\$ 2.00	\$ 1,100.00
Existing Drainage Redirection	1	EA	\$ 7,300.00	\$ 7,300.00
Total Cost of Proposed Drainage Improvements				\$ 127,400.00

On-Site Paving

Project Cost Item	Quantity	Unit	Unit Price	Total
6" 3,600 - onsite residential reinforced concrete	4,144	SY	\$ 55.00	\$ 227,920.00
3' Sidewalk	4,765	SF	\$ 6.00	\$ 28,590.00
6" Lime Stabilized Subgrade	4,476	SY	\$ 2.75	\$ 12,309.00
Hydrated lime (38lbs/SY)	86	TN	\$ 165.00	\$ 14,190.00
Barrier Free Ramps	8	EA	\$ 1,550.00	\$ 12,400.00
Street Sign Poles	4	EA	\$ 100.00	\$ 400.00
Stop Signs	4	EA	\$ 500.00	\$ 2,000.00
Street Signs	4	EA	\$ 500.00	\$ 2,000.00
Connect to existing	2	EA	\$ 1,350.00	\$ 2,700.00
Sawcut & remove existing ST for connection	182	LF	\$ 15.00	\$ 2,730.00
Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00
Mailbox Kiosk	83	EA	\$ 195.00	\$ 16,185.00
Density Testing - Paving	4,476	SY	\$ 1.00	\$ 4,476.00
Concrete Testing	4,144	SY	\$ 1.00	\$ 4,144.00
Maintenance Bond	1	EA	\$ 5,025.00	\$ 5,025.00
Total Cost of Proposed Paving Infrastructure				\$ 340,069.00

Overhead Powerline Relocation

Project Cost Item	Quantity	Unit	Unit Price	Total
Underground Relocation and Civil Design from Oncor	1	EA	\$ 110,000.00	\$ 110,000.00
Total Cost of Overhead Powerline Relocation				\$ 110,000.00

Contingency (10%)

\$ 99,691.80

Total	Acres	Effective Cost Per Acre
	7.0	\$ 155,768.44
		\$ 1,096,609.80

**DEVELOPMENT AGREEMENT FOR PUBLIC IMPROVEMENTS
IN REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS
BETWEEN THE CITY OF RICHLAND HILLS, TAX INCREMENT FINANCING
REINVESTMENT ZONE NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS AND
SKORBURG RETAIL CORPORATION**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and among the City of Richland Hills, a Texas municipal corporation of Tarrant County, Texas (hereinafter called “City”); acting by and through its City Manager, the Board of Directors of the Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas (hereinafter called “Board”), acting by and through its Board President; and Skorburg Retail Corporation, a Texas corporation (hereinafter called “Developer”), acting by and through its corporate office.

WITNESSETH:

WHEREAS, the City recognizes the importance of its continued role in local economic development; and

WHEREAS, in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the “Act”), on January 27, 2009, the Richland Hills City Council approved Ordinance No. 1136-01-2009, creating, establishing and designating “Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills”; and

WHEREAS, Developer seeks to develop a high quality, sustainable townhome development located on 7.044 acres at 7100 Baker Boulevard and 3209 Ash Park Drive Richland Hills, Texas 76118; and

WHEREAS, Developer intends to expend a minimum of One Million Dollars (\$1,000,000.00) in constructing the Public Improvements; with final Private Improvements constructed by the builder to have an expected ad valorem tax value of Twenty Million Dollars (\$20,000,000) upon completion; and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the Project Plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

WHEREAS, approval of the Board, the Richland Hills City Council approved the Tax Increment Reinvestment Zone Financing and Project Plan (“Project Plan”), and the Financing Plan (herein so called); and

WHEREAS, the Board authorized the execution of this Agreement, for the construction of Public Improvements in accordance with the approved Project Plan and Financing Plan, and authorizing reimbursement to the Developer from the TIF Fund for the construction of Public Improvements under the conditions set forth herein; and

WHEREAS, the City Council authorized the execution of this Agreement, authorizing reimbursement to Developer from the TIF Fund for the construction of the Public Improvements and the Development under the conditions set forth herein; and

WHEREAS, the Public Improvements constructed within the TIRZ boundaries, as set forth in this Agreement, are consistent with encouraging development of the TIRZ in accordance with the purposes for its creation and are in compliance with the ordinance creating the TIRZ adopted by the City and all applicable laws; and

WHEREAS, the City and the Board agree to reimburse funds advanced by the Developer for the cost of making certain Public Improvements as contemplated herein and as contemplated by the Act and as is consistent with the Project Plan and Financing Plan.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. AUTHORIZATION

The City Council finds and determines that this Agreement is authorized by the Act.

SECTION 2. DEFINITIONS

In this Agreement, the following words shall have the meanings ascribed to them:

ACT, AGREEMENT, BOARD, DEVELOPER and CITY have the meanings set forth in the recitals.

APPROVED PLANS means construction plans for the Private and Public Improvements that conform to all City regulations, as certified by Developer's engineer of record and approved by the City Engineer.

CERTIFICATE OF OCCUPANCY means the certificate issued by the City evidencing that the Development is in compliance with applicable development regulations and in satisfactory condition to be occupied by private residential users.

CONSTRUCTION COSTS means the costs of all hard construction, construction equipment charges, the costs of construction materials, design fees (including landscape and architectural design) contractor fees, and subject to approval by the City, surveying and engineering costs and fees attributable to the construction of the Public

Improvements. Construction Costs does not include any acquisition costs of the Property, marketing, or Permit Fees, related to the development of the Public Improvements or Private Improvements.

DEVELOPMENT or PRIVATE IMPROVEMENTS means the construction of a high quality, sustainable townhome residential community with landscaped open space, as depicted on the site plan, attached as Exhibit B, with a Tarrant Appraisal Value the first January after Substantial Completion of the Private Improvements of no less than Sixteen Million Dollars (\$16,000,000.00).

INCENTIVES means the payments to the Developer as set forth in Section 4.

PERMIT FEES means City building permit fees, mechanical and electrical permit fees and inspection fees.

PERSON means any natural person, governmental agency or instrumentality, estate, nominee, custodian, or any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, unincorporated organization, cooperative or association, or any foreign trust or foreign business organization.

PROPERTY means the approximately 7.044-acre tract upon which the Private Improvements will be constructed, as described in Exhibit A, attached hereto and incorporated herein.

PUBLIC IMPROVEMENTS means the onsite and offsite Public Improvements (water, sewer, and utilities) necessary to serve the Development as depicted on Exhibit C.

SUBSTANTIAL COMPLETION or SUBSTANTIALLY COMPLETE means, with regard to the Public Improvements, the date the City issues a Certificate of Completion (herein so called) and accepts the maintenance obligation for such Public Improvements, and with regard to the Private Improvements, the date the Certificate of Occupancy is issued for the Development .

TIF FUND means the fund established to receive the investment monies generated and attributable to the TIRZ.

TIRZ means Tax Increment Reinvestment Zone Number One, City of Richland Hills, Texas.

SECTION 3. DEVELOPER'S OBLIGATIONS

A. In General. The Developer agrees to design and construct the Public and Private Improvements. The Public Improvements are to be located entirely within the limits of the City, and all Public Improvements shall be constructed (or dedicated to the City prior to acceptance by the City) within public property, public rights-of-way or easements.

B. Public Improvements.

1. Infrastructure. The Developer shall design and construct all Public Improvements in accordance with the Approved Plans.
2. Time Frame for Public Improvements. Construction of the Public Improvements necessary to serve the Development shall commence by May 31, 2022, and such construction shall be completed within fifteen (15) months after commencement, subject to events of force majeure.
3. Capital Investment. The Developer shall provide proof satisfactory to the City of Construction Costs in an amount no less than One Million Dollars (\$1,000,000.00) upon Substantial Completion of the Public Improvements.
4. Construction Plans; Surveying. Developer shall submit to the City for approval complete construction plans for the Public Improvements, which when approved shall be the Approved Plans for the Public Improvements. The construction plans shall be prepared by a professional engineer licensed to practice in the State of Texas, at Developer's sole cost. Construction plans shall be in conformity with all state and local ordinances and regulations. Developer shall pay all costs of engineering design and surveying for the Public Improvements directly to the provider.
5. Public Improvement Conveyance. Any Public Improvements constructed onsite or offsite shall be conveyed to the City free and clear of all liens, encumbrances, assessments and restrictions other than as provided in this Agreement upon Substantial Completion. At the time of conveyance, Developer shall deliver to the City releases from the contractors, subcontractors, and suppliers of material who have provided labor and materials for the Public Improvements showing they have paid for such labor and materials.
6. Easement Acquisition. Developer agrees to dedicate to the City all land within the Property necessary for the construction of the Public Improvements. All public rights-of-way and easements necessary for the Public Improvements shall be dedicated to the City prior to commencement of construction of the Public Improvements.
7. Bond Requirement. Prior to initiating any construction of the Public Improvements, the Developer shall provide or cause to be provided to the City by contractors constructing the Public Improvements one original and one quality copy of the following construction bonds:
 - a. Performance Bond. A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total cost of the

Public Improvements, guaranteeing the full and faithful execution of the work and performance of this Agreement and for the protection of the City against any improper execution of the work or the use of inferior materials.

- b. Payment Bond. A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing payment of all labor, materials and equipment used in the construction of the Public Improvements.
- c. Maintenance Bond. A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Improvements, guaranteeing the maintenance in good condition of the Public Improvements for a period of two (2) years from and after the date that a certificate of completion is issued from the City indicating that the Public Improvements have been completed by the Developer and accepted by the City.

Each of the above bonds shall be in a form acceptable to the City. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, and the City, through its City Manager, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas.

C. Private Improvements.

1. Commencement and Completion. Subject to the City's issuance of building permits, the Developer shall commence construction of the Private Improvements no later than sixty (60) days after Substantial Completion of the Public Improvements, with the Development being Substantially Complete by no later than twenty-four (24) months thereafter.
2. Design Standards. The Private Improvements shall be constructed in full compliance with the site plan attached as Exhibit B, approved with the adoption of PD Zoning Ordinance No. 1439-21 and development regulations of the City (the Approved Plans for the Private Development).
3. Capital Investment. The Developer shall provide proof satisfactory to the City of Construction Cost expenditures for the Private Improvements in an amount no less than Fifteen Million Dollars (\$15,000,000.00) upon Substantial Completion of the Development.

D. Compliance with Law. All aspects of the construction and development of the Development shall be in conformance with applicable state, federal and local laws.

E. Ad Valorem Taxes. For all portions of the Property owned by Developer, the Developer shall remain current on all ad valorem taxes owed to the City or other jurisdiction for the Property.

F. Evidence of Expenditure of Cost of Construction for Public Improvements. Prior to receiving any payment from the TIRZ pursuant to Section 4 of this Agreement, Developer shall provide documentation satisfactory to the City Manager to substantiate the Construction Costs for the Public Improvements subject to reimbursement.

G. Inspection. The City shall have access at all times to inspect construction of the Public Improvements.

H. No Alteration of Development Regulations. This Agreement is not intended to and does not waive or alter any development requirement imposed by City ordinances, City development regulations or other law.

SECTION 4. TIRZ PARTICIPATION

In consideration of Developer's agreement to construct the Public and Private Improvements in conformance with the requirements of this Agreement and subject to Developer's compliance with their duties and obligations in this Agreement, the TIRZ and the City agree to participate in the construction of certain Public Improvements as set forth in this section by providing the following incentives:

1. After Substantial Completion of the Public Improvements and upon submission of the evidence satisfactory to the City showing Construction Costs expended by Developer for the Public Improvements (to include sewer and water installation) and acceptance by the City, the TIRZ will reimburse the Developer in an amount not to exceed Two Hundred Seventy-Five Thousand Dollars (\$275,000.00).
2. As consideration for constructing the Private Improvements in conformance with the requirements of this Agreement, the TIRZ will reimburse the Developer an amount equal to the Permit Fees not to exceed One Hundred Twenty-Five Thousand Dollars (\$125,000), upon Substantial Completion of the Private Improvements.
3. The Incentives set forth herein shall be paid only from the TIF Fund.

SECTION 5. TERM

The term of this Agreement shall begin on the Effective Date and shall terminate upon the earlier of: (i) the complete performance of all obligations and conditions precedent by parties to this Agreement; or (ii) three (3) years after the Effective Date, whether or not the Incentives have been made in full; or (iii) upon the City's termination of this Agreement pursuant to Section 7 hereof.

SECTION 6. AUTHORITY; COMPLIANCE WITH LAW

A. Developer hereby represents and warrants to the City that it has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary action by Developer and this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

B. Notwithstanding any other provision of this Agreement, Developer shall comply with all federal and state laws, and City ordinances in the development, construction and operation of the Public and Private Improvements.

C. As required by Subchapter B of Chapter 2264 of the Texas Government Code, Developer certifies that to Developer's knowledge it does not and will not knowingly employ an undocumented worker. If after receiving the Incentives set forth in this Agreement Developer is convicted under 8 USC Section 1324(a)(6), it shall repay the amount of the Incentives (or portion that it has received) plus ten percent (10%) interest not later than the 120th day after the date the City notifies Developer of the violation.

SECTION 7. DEFAULT AND REMEDIES

A. In the event: (i) Developer fails to comply with the terms of this Agreement; (ii) Developer has delinquent ad valorem or sales taxes owed to the City or other taxing jurisdiction (provided that Developer retains the right to timely and properly protest and/or contest any such taxes); or (iii) Developer materially breaches any of the material terms and conditions of this Agreement, then Developer, after the expiration of the notice and cure periods described herein, shall be in default of this Agreement. In the event of such a default, City shall give Developer written notice of such breach and/or default, and if Developer has not cured such breach or default within thirty (30) days after receipt of such notice, the City may terminate this Agreement by written notice to Developer, and the City shall have no further obligation to Developer. Notwithstanding the immediately preceding sentence, if the nature of the default is such that it cannot reasonably be cured within such 30-day period and Developer has commenced the cure and is diligently pursuing action to cure the default, the cure period shall be extended for another thirty (30) days with the consent of the City Manager.

B. If a default shall occur and continue after thirty (30) days written notice to cure the default (as such cure period may be extended pursuant to the immediately preceding paragraph), the party not in default shall have the right to exercise any and all rights available to such party at law or in equity, including the right to seek equitable relief such as injunction or mandamus as to which the non-defaulting party may be entitled.

C. No waiver or any breach of any term or condition of this Agreement shall be construed to waive any subsequent breach of the same or any other term or condition of

this Agreement. Any waiver of any term or condition of this Agreement must be in writing and approved by the City Council of Richland Hills.

SECTION 8. RIGHT OF OFFSET

The City may, at its option, offset any amounts due and payable to Developer under this Agreement against any debt (including taxes) lawfully due to the City from Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

SECTION 9. DETERMINATION OF ROUGH PROPORTIONALITY

As additional consideration for the Incentives received by Developer under this Agreement, Developer hereby agrees to donate to the City the land within the Property necessary to construct the Public Improvements; and Developer further agrees that such land is roughly proportional to the need for such land, and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the Public Improvements. Developer waives and releases all claims against the City related to any and all rough proportionality and individual determination requirements mandated by Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Public Improvements.

SECTION 10. BUILDING PRODUCTS, MATERIALS, OR METHODS

The parties hereto find that the Property constitutes an area of architectural important and significance and the City Council of the City, hereby designates it as an area of architectural important and significance for purposes of Chapter 3000 of the Texas Gov't Code ("Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Developer voluntarily consents to the application of all City rules, provisions, ordinances, orders, building codes, and other governing regulations existing as of the Effective Date hereof, ("Regulations") that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Regulations. In addition, Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation,

maintenance, or other alteration of the building. The parties agree that: (i) the City will not issue any permits for the Property in violation of this section; (ii) the covenants contained within this section constitute a material term of this Agreement; (iii) Developers' voluntary consent to the application of the Regulations to the Property, as described in this section, constitutes a material inducement for the City to authorize the Incentives; (iv) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (v) this section shall survive termination or expiration of this Agreement.

SECTION 11. VENUE AND GOVERNING LAW

This Agreement is performable in Tarrant County, Texas and venue of any action arising out of this Agreement shall be exclusively in Tarrant County, Texas. This Agreement shall be governed and construed in accordance with the ordinances, and resolutions of the City of Richland Hills, applicable federal and state laws, violation of which shall constitute a default of this Agreement. To the extent permitted by law, the laws of the State of Texas shall apply without regard to applicable principles of conflicts of law, and the parties submit to the jurisdiction of the state and federal courts in Richland Hills, Tarrant County, Texas.

SECTION 12. FORCE MAJEURE

Performance of Developer's obligations under this Agreement shall be subject to extension due to delay by reason of events of force majeure, and Developer's obligations shall be abated during any period of force majeure. Force majeure shall include, without limitation, damage or destruction by fire or other casualty, condemnation, strike, lockout, civil disorder, war, issuance of any permit and/or legal authorization (including engineering approvals by any governmental entity), shortage or delay in shipment of materials or fuel occasioned by any event referenced herein, acts of God, unusually adverse weather or wet soil conditions or other causes beyond the parties' reasonable control, including but not limited to, any court or judgment resulting from any litigation affecting the Property or this Agreement.

SECTION 13. GIFT TO PUBLIC SERVANT OR TO DEVELOPERS REPRESENTATIVE

A. No Benefit. Each party hereto represents to the other that it has not offered, conferred, or agreed to confer and that it will not offer, confer or agree to confer in the future any benefit upon an employee or official of the other party. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other Person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

B. Right of Reimbursement. Notwithstanding any other legal remedies, City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 14. BINDING AGREEMENT; ASSIGNMENT

A. The terms and conditions of this Agreement are binding upon the successors and assigns of the parties hereto. The provisions of this Agreement are hereby declared covenants running with the Property and are fully binding on and inure to the benefit of Developer and each and every subsequent owner of all or any portion of the Property and shall be binding on and inure to the benefit of all successors, heirs, and assigns of Developer which acquire any right, title, or interest in or to the Property, or any part thereof. This Agreement shall be filed in the deed records of Tarrant County.

B. Except as hereinafter expressly provided, any assignment of Developer's obligations or its rights to receive the benefits provided under this Agreement must be in writing executed by the assignor and assignee and shall not be permitted without the express written consent of the City. Notwithstanding the immediately preceding sentence, without the City's consent, Developer may assign this Agreement as may be necessary to a lender providing financing to Developer to develop the Subdivision. Any consent of the City required by this Section 14.B shall be evidenced by the consent of the City Manager.

SECTION 15. INDEMNIFICATION

A. DEVELOPER EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER OR ITS AGENTS OR EMPLOYEES, ARISING OUT OF DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; PROVIDED, HOWEVER, IN NO EVENT WILL DEVELOPER HAVE ANY SUCH INDEMNIFICATION OBLIGATION FOR ANY CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES ARISING OUT OF OR CAUSED BY THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY OR ITS EMPLOYEES. Nothing in this paragraph may be construed as waiving any governmental immunity available to the City under state law. This provision is solely for the benefit of Developer and the City and is not intended to create or grant any rights, contractual or otherwise, in or to any other Person.

B. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. The City, their past, present and future officers, elected officials, directors, employees and agents of the City does not assume any responsibility to any third party in connection with Developer's construction of the Public Improvements.

SECTION 16. MISCELLANEOUS MATTERS

- A. Time is of Essence. Time is of the essence in this Agreement. The parties hereto will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- B. Agreement Subject to Law. This Agreement is made subject to the provisions of the ordinances of the City, as amended, and all applicable state and federal laws.
- C. Interpretation. This Agreement shall not be construed against the drafting party.
- D. Counterparts Deemed Original. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- E. Captions. The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
- F. Complete Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in the Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.
- G. Notice. Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a nationally recognized overnight courier service; or (iii) delivered by United States certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the respective party at its address set forth below and shall be effective (a) upon receipt or refusal if delivered personally; (b) one business day after depositing, with such an overnight courier service or (c) two business days after deposit in the United States mails, if mailed. Any party hereto may change its address for receipt of notices by service of a notice of such change in accordance with this subsection.

If intended for City, to:

City of Richland Hills
3200 Diana Drive
Richland Hills, Texas 76118
Attn: City Manager
Facsimile: (817) 616-3803

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Betsy Elam
Facsimile: (817) 332-4740

If intended for Developer, to:

Skorburg Retail Corporation
8214 Westchester Dr. Ste. 900
Dallas, TX 75225
Attn: Bryan Holland
Facsimile: (214) 888-8854

H. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.

I. Severability. In the event any section, subsection, paragraph, subparagraph, sentence, phrase, or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase, or word. In the event there shall be substituted for such deleted provision a provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

SECTION 17. EFFECTIVE DATE.

This Agreement shall become effective upon the last to occur of the execution of the Agreement by all parties.

CITY OF RICHLAND HILLS, TEXAS

By: _____
Candice Edmondson, City Manager

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared Candice Edmondson, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of the City of Richland Hills, Texas and that she is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

[Notary Seal]

Notary Public, State of Texas

**TAX INCREMENT FINANCING REINVESTMENT ZONE
NUMBER ONE, CITY OF RICHLAND HILLS, TEXAS**

By: _____

Name: _____
Board President

Date: _____

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Board President of Tax Increment Financing Reinvestment Zone Number One, City of Richland Hills, Texas, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

SKORBURG RETAIL CORPORATION

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of Skorburg Retail Corporation, and that he is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____, 2022.

[Notary Seal]

Notary Public, State of Texas

SCHEDULE OF EXHIBITS:

Exhibit A – Description of Property

Exhibit B – Site Plan

Exhibit C – Public Improvements

Baker Landing Development Standards

Neighborhood Design

The Baker Landing proposed development is a sustainable neighborhood with the intent to promote: (1) the natural features of the current landscape, (2) sidewalks and open space throughout the neighborhood, and (3) high quality housing product that will make a beautiful and enduring community that upholds and enhances the quality of the surrounding environment. The housing product offered in Baker Landing is in high demand and very desirable for growing suburban areas. The property is currently vacant land that is zoned for mixed use. We are requesting the subject property be rezoned to a Planned Development that will incorporate a mix of 3-unit, 4-unit, and 5-unit front-entry townhome buildings with a minimum building size of 1,200 SF.

In this vicinity, there is a deficiency of smaller high-quality homes, which allow for less yard maintenance and right-sized homes for aging “baby boomers” who want to stay in Richland Hills as well as young professionals who are drawn toward a more suburban lifestyle with convenient access to an elementary school, Interstate 820, and Highway 121. The requested rezoning is compatible in scale with uses on other properties in the vicinity. There is existing single-family development to the south, multifamily along the eastern border and northwest corner of the site as well as light commercial uses directly north and further northwest. The site is bordered by public uses to the southwest in close proximity to Windmill Park and the former Richland Elementary school site owned by Birdville ISD. The proposed rezoning creates a logical, high quality transitional zoning with product variety between detached single family lots to the south, the multifamily use to the east and the light commercial uses along Baker Blvd.



Proposed Development Standards

This Residential Planned Development (R-PD) District shall adhere to all the conditions of the Richland Hills Code of Ordinances, as amended, and adopt a base district of MF-2 Multiple Family Residential Medium Density. The following regulations shall be specific to this R-PD District.

- A. *Permitted Land Uses.* Uses in this R-PD shall be limited to those permitted in the MF-2 Multiple Family Residential Medium Density, as amended, and subject to the following regulations as shown on the PD Concept Design Map.
- B. *Site Development Standards.* Development of the property shall comply with the development standards of the MF-2 zoning district and the standards described below.
 - 1. Lot dimensions and setbacks shall be as follows

Standard	MF-2 Current Requirement	Planned Development Standard
Height	3 stories maximum, but not to exceed 45'	40 feet; 2 stories
Front Yard (minimum)	25 feet	20 feet
Side Yard – Interior (minimum)	8 feet	5 feet
Side Yard – Street (minimum)	15 feet	5 feet
Rear Yard (minimum)	25 feet	5 feet
Building Size (minimum)	One-Bedroom 600 SF Two-Bedroom 900 SF Three-Bedroom 1,200 SF	1,200 SF
Lot Width (minimum)	75 feet	24 feet*
Building Width (minimum)	Not Specified	70 feet
Lot Depth (minimum)	120 feet	80 feet
Lot Size (minimum)	1-3 dwelling units 9,000 SF Each additional dwelling unit 1500 SF	5,600 SF
Lot Coverage	50% Maximum	N/A
Density	Up to 16 units per gross acre	Up to 10 units per gross acre

*Lots shall be platted as individual single-family lots.

- 2. The development shall include approximately +/- 99,667 SF of total open space and approximately +/- 54,997 SF of common area open space out of the floodplain. All common open space areas and amenities shall be owned and maintained by a homeowner's association to be established prior to the 1st certificate of occupancy being issued. The common open space areas shall generally comply with what is shown on the site plan (Exhibit A). Developer shall have the flexibility to move or adjust the size of the open space shown on the concept plan at the time of platting to accommodate design needs so long as the total SF of open space shown does not decrease by more than 15%.

3. Unless approved otherwise by the City of Richland Hills, Baker Landing shall be required to have an active and in good standing Homeowners Association in perpetuity that will own and maintain all open spaces, amenities and fencing as prescribed in this zoning ordinance.
 - a. All fencing located within and abutting HOA open spaces shall be maintained by the Homeowners Association.
 - b. The HOA shall also be responsible for maintaining the natural floodplain area along the western boundary of Baker Landing.
 - c. The Homeowners Association shall maintain all sidewalks, landscaping, irrigation and any other amenities located within the boundaries of the HOA common area lots.
4. All units within Lots 13, 14, 15 and 16 as depicted on the concept plan shall be allowed to front on to Ash Park Drive.
5. Fencing shall be designed and installed as shown on the Fencing Plan and depicted on the Landscape Plan (Exhibit B).
6. A five-foot sidewalk shall be constructed adjacent to all internal streets and the lots fronting onto Ash Park Dr.
7. The number of parking spaces provided shall exceed the minimum requirement of 2 spaces per dwelling unit plus 1 additional space per every 4 units for guest parking.
8. The site plan and landscaping shall be in conformance with the site visibility standards set forth in the City ordinance.
9. All designated crosswalks shall be constructed of stamped and stained concrete.
10. The development shall include a cluster mailbox. The location and design shall be approved by the Development Review Committee and US Postal Service.
11. Decorative landscape shall be included in common area open spaces bordering Ash Park Drive and street trees shall be planted along Baker Blvd.
 - a. A landscape plan for the development shall be approved by the Development Review Committee prior to construction.
 - b. All landscaped areas will be maintained as a master irrigation system.

Building Design Standards

12. Exterior wall materials - 75% of each façade (excluding doors and windows) shall consist of masonry construction materials and/or fiber-reinforced cementitious board.
13. Garages shall be front entry with driveways providing street access.
14. A minimum roof pitch of 6:12 (inches of rise per inches of run) from side to side shall apply to the predominant roof, except a tile or slate roof may have a minimum roof pitch of 5:12 (inches of rise per inches of run) from side to side. A variety of roof pitches may be incorporated into the

roof design provided that the predominant roof meets the minimum roof pitch requirement. Porches, dormers and shed roofs shall have a minimum 3:12 (inches of rise per inches of run).

15. All multi-tenant buildings will include a monitored fire alarm and a fire sprinkler system that is compliant with NFPA standard 13D. Additionally, buildings will be constructed with fire suppression walls with resistance ratings certified for United States.

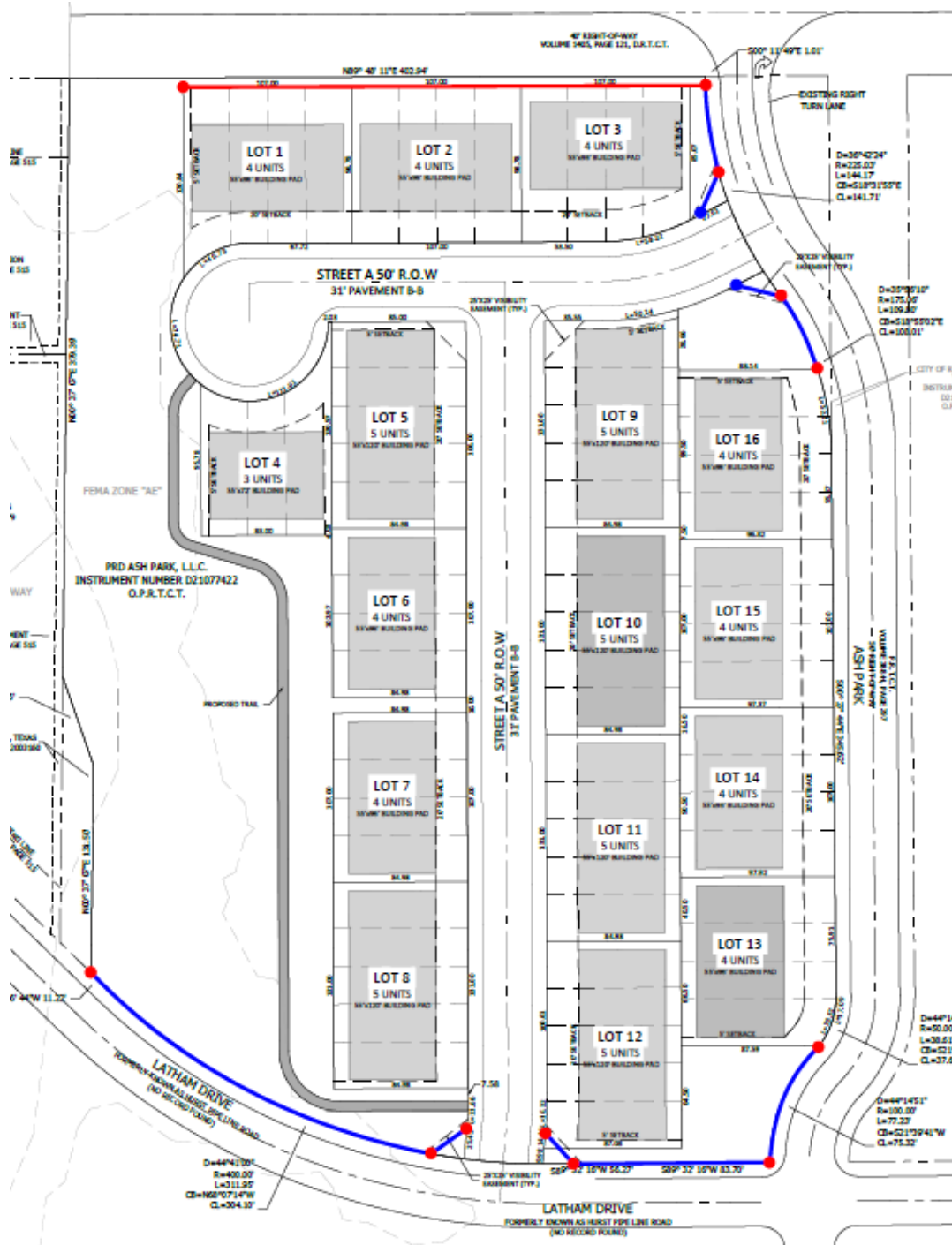
16. Each building shall include at least four of the following architectural elements.

- a. Awnings/canopies;
- b. Balconies (a minimum of 25 square feet in size);
- c. Dormers;
- d. Offsets within each building (minimum 20 feet to receive credit);
- e. Patio (a minimum of 25 square feet in size);
- f. Porches (a minimum of 25 square feet in size);
- g. Stoops (a minimum of two feet tall by four feet wide);
- h. Varied roof height in building (minimum ten-foot difference);
- i. Sconce lighting
- j. Decorative banding or molding
- k. Decorative overhangs above garage doors
- l. Eyebrow soldier course over garage doors
- m. Decorative brackets on garage doors
- n. Decorative garage doors

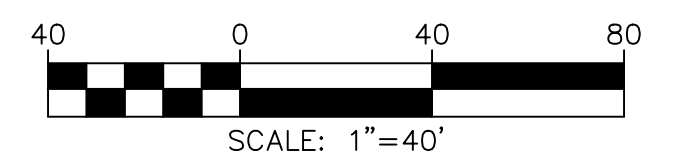
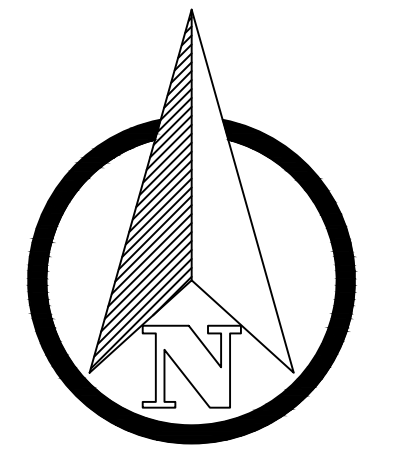
C. *Amendments to Approved Planned Developments.* A major amendment or revision to the Residential Planned Development shall be processed in the same manner as the original approval with the exception that the City Manager or designee may approve minor amendments or revisions to the R-PD standards provided the amendment or revisions does not significantly:

1. Alter the basic relationship of the proposed uses to adjacent uses;
2. Change uses approved other than to a less intense use such as single family detached;
3. Increase approved densities, height, site coverage or floor areas;
4. Decrease on-site parking requirements;
5. Reduce minimum yards or setbacks; or
6. Change traffic patterns.

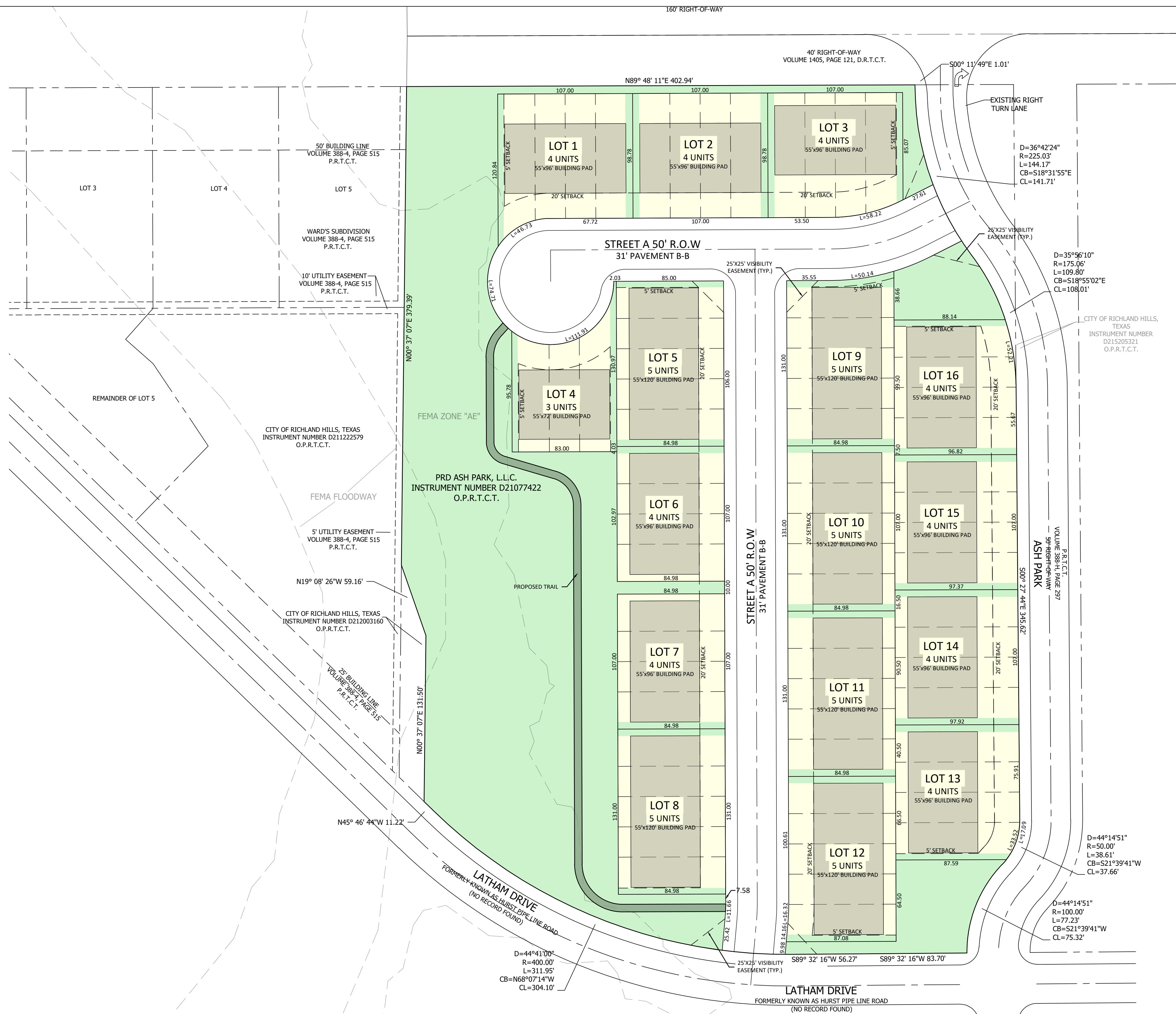
Exhibit B



- 6' Masonry Wall
- Over-sized Masonry Column with name placard
- 6' Decorative Metal Fence
- Standard Masonry Column



SITE DATA TABLE	
AREA	7.044 ACRES
EXISTING ZONING	MX - MIXED USE
PROPOSED ZONING	PD - PLANNED DEVELOPMENT
PROPOSED LAND USAGE	TOWNHOMES
LOTS / UNITS	69
MINIMUM LOT WIDTH	20 FT.
MINIMUM LOT DEPTH	80 FT.
FRONT SETBACK	20 FT.
REAR SETBACK	5 FT.
SIDE SETBACK	5 FT.
SIDE SETBACK (ADJACENT TO ROW)	5 FT.



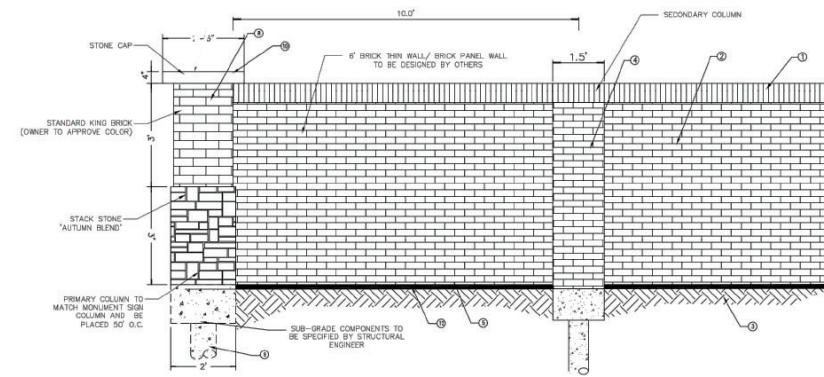
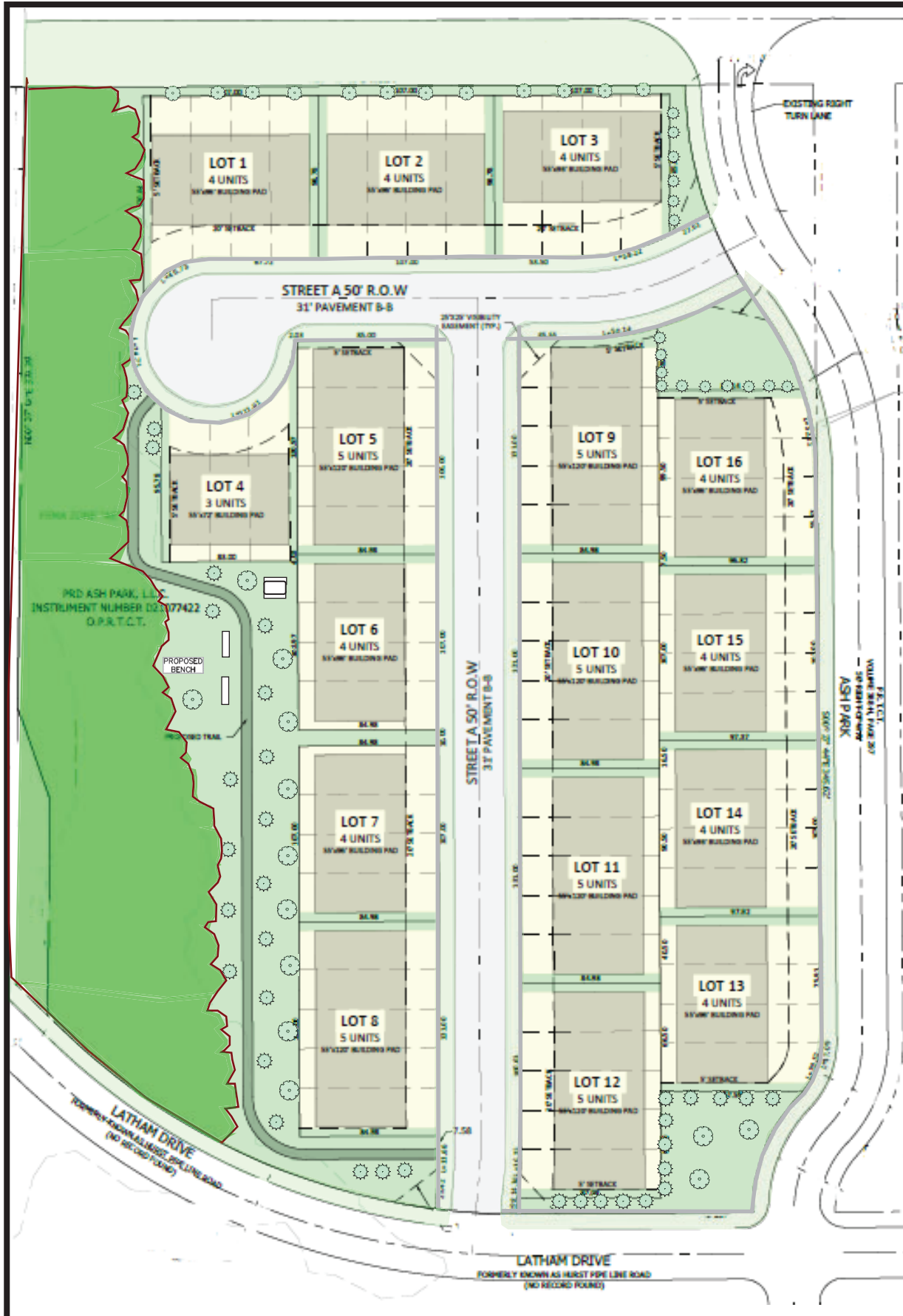
STRAND

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown are approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

@ 2021 STRAND, ALL RIGHTS RESERVED

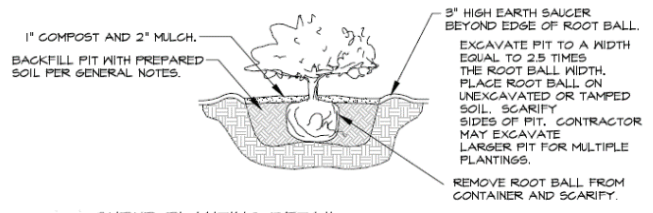
7.044 ACRES LOCATED WITHIN THE
 SIMCOE POPPLEWELL SURVEY
RICHLAND HILLS
 CITY OF RICHLAND HILLS, TARRANT COUNTY, TEXAS
 CONCEPT PLAN

PROJECT NO. N/A
 DRAWN BY: JLS
 CHECKED BY: AW
 DATE: 12/13/2021



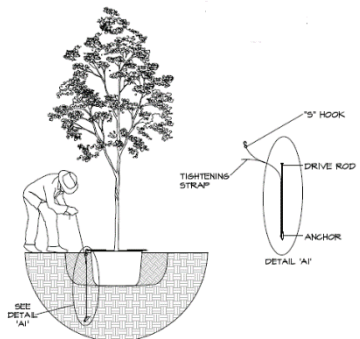
SCREEN WALL AND COLUMN DETAIL

NOT TO SCALE

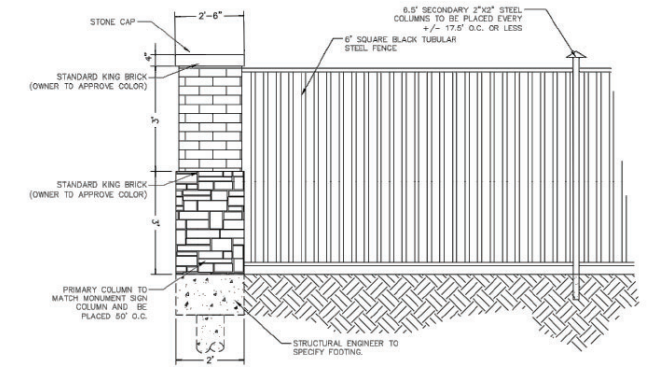


SHRUB PLANTING DETAIL

NOT TO SCALE

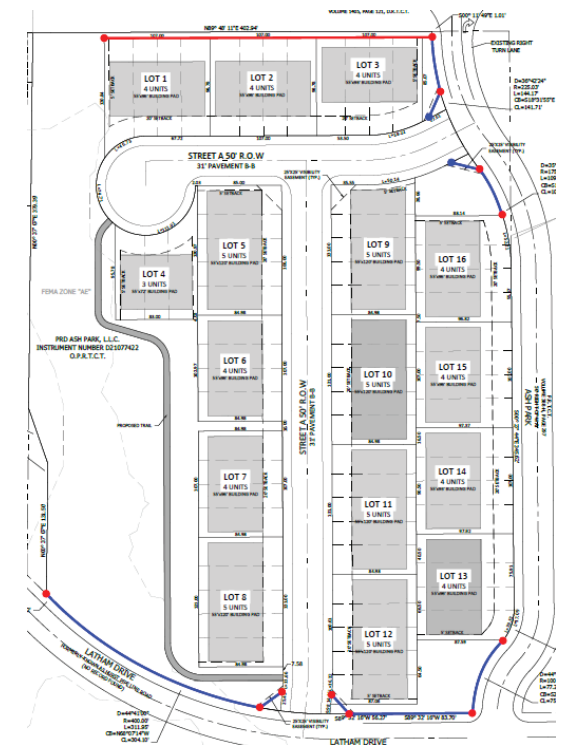


All trees and shrubs to be planted in accordance with the City of Richland Hills approved species list. Full Plant Schedule with species to be provided prior to City Council.



DECORATIVE METAL FENCE WITH MASONRY COLUMN

NOT TO SCALE



- Over-sized Masonry Column with name placard
- 6' Masonry Wall
- Standard Masonry Column
- 6' Decorative Metal Fence

PROJECT: 7.044 ACRES
SIMCOE POPPLEWELL SURVEY
CITY OF RICHLAND HILLS
TARRANT COUNTY, TEXAS

**CONCEPT
LANDSCAPE
PLAN**

PROJECT NO.:
090-18-005
SCALE: 1" = 40'
DRAWN BY:
CKD BY:
SHEET NUMBER
1 OF 1

