



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		January 11, 2016		
Department:		Planning		
Department Head		Christina Day		
Agenda Coordinator (include phone #): Tammy Stuckey, Ext 7156				
CAPTION				
Request for a Parking Reduction Program for Granite Park, Phase III, Block B located at the southeast corner of State Highway 121 and the Dallas North Tollway. Zoned Central Business-1/Dallas North Tollway/State Highway 121 Overlay Districts with Specific Use Permit #648 for Automobile Leasing/Renting. Applicant: Granite Park Association Inc. & Tollway/121 Partners Ltd.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2015-16	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no financial impact. STRATEGIC PLAN GOAL: Responding to requests from property owners regarding parking requirements relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
At its December 21, 2015 meeting, the Planning & Zoning Commission recommended approval of this request by a vote of 5-0.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
P&Z Follow-up Memo Staff Report Locator Map Site Plan Exhibits Parking Reduction Program Performance Agreement				

DATE: December 22, 2015

TO: Applicants with Items before the Planning & Zoning Commission

FROM: Johns Muns, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of December 21, 2015

**AGENDA ITEM NO. 6 - PRELIMINARY SITE PLAN & REVISED SITE PLANS
GRANITE PARK, PHASE III, BLOCK B, LOTS 4R, 5R, 6, & 7
APPLICANT: GRANITE PARK ASSOCIATION INC. & TOLLWAY/121 PARTNERS
LTD.**

General office, restaurant, and vacant lot on four lots on 22.1± acres located at the southeast corner of State Highway 121 and the Dallas North Tollway. Zoned Central Business-1/Dallas North Tollway and State Highway 121 Overlay Districts with Specific Use Permit #648 for Automobile Leasing/Renting. Neighborhood #8.

APPROVED: 5-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Approved subject to:

1. City Council approval of the request for a parking reduction;
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney; and
3. Dedication of parking easements on Granite Park, Phase III, Block B, Lots 3, 6 and 7.

EM/ks

xc: David Cunningham, Granite Park V, LTD.
Randall Eardley, P.E., Wier & Associates, Inc.
Wayne Snell, Permit Services Manager - Preliminary Site Plan, Revised Site Plan
Alan Spurgin, Utility Coordinator - Revised Site Plan
Robert Elliott, Mapping & Information Tech - Revised Site Plan (2)

<https://goo.gl/maps/1ZytzsHc8GD2>

CITY OF PLANO

PLANNING & ZONING COMMISSION

December 21, 2015

Agenda Item No. 6

Preliminary Site Plan & Revised Site Plans:
Granite Park, Phase III, Block B, Lots 4R, 5R, 6, & 7

Applicant: Granite Park Association Inc. & Tollway/121 Partners Ltd.

DESCRIPTION:

General office, restaurant, and vacant lot on four lots on 22.1± acres located at the southeast corner of State Highway 121 and the Dallas North Tollway. Zoned Central Business-1/Dallas North Tollway and State Highway 121 Overlay Districts with Specific Use Permit #648 for Automobile Leasing/Renting. Neighborhood #8.

REMARKS:

The purpose for the preliminary site plan is to show a proposed restaurant development on Lot 5R which is currently undeveloped. The purpose for the Lot 4R revised site plan is to show a proposed pedestrian walkway over the existing water feature. The purpose for the Lots 6 and 7 revised site plan is to show the dedicated offsite parking and the future parking expansion. Per the attached letter, the applicant is also requesting a parking reduction as specified within Section 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of the Zoning Ordinance. The City of Plano's parking reduction program is designed to address the actual parking needs of large developments by allowing fewer parking spaces than normally required through parking management techniques. The ordinance states that the Planning & Zoning Commission must review all proposed Parking Reduction Programs and make a recommendation to the City Council for approval, modification, or denial of the proposed project, based on a finding that the Parking Reduction Program will not negatively impact adjacent streets or properties.

The ordinance allows developments to defer between 5-30% of the required parking spaces. The applicant is requesting a 30% reduction in required parking for Lot 5R due to the amount of underused parking within the overall Granite Park development. For the proposed development on Lot 5R, a total of 439 spaces are required. The applicant is proposing to construct 233 surface parking spaces on Lot 5R; use 42 surface spaces on adjacent Lot 3; and use 34 parking structure spaces on adjacent Lot 6. This leaves the proposed restaurant development on Lot 5R with a shortfall of 130 parking spaces, for which they are requesting a deferment.

In accordance with the program criteria, the applicant has provided documentation of estimated actual demand, development plans which outline the parking proposals, and a performance agreement which is currently under review. As an example of the existing parking demand, the parking structure on adjacent Lot 6 houses 1,530 spaces; however, based on a parking study conducted January and February 2015, the parking structure utilizes no more than 770 spaces at one time. The Granite Park development features a mix of uses including general office, hotel with conference center, retail, and restaurants. The parking demands for these uses vary as the offices are the most heavily occupied during day time hours on weekdays. The restaurant and retail uses are more heavily utilized during the weekday lunch hour, evenings, and weekends. The hotel uses are also most heavily utilized on weekday evenings. The applicant has reported that less than half of the spaces in the Lot 6 parking garage are occupied at one time.

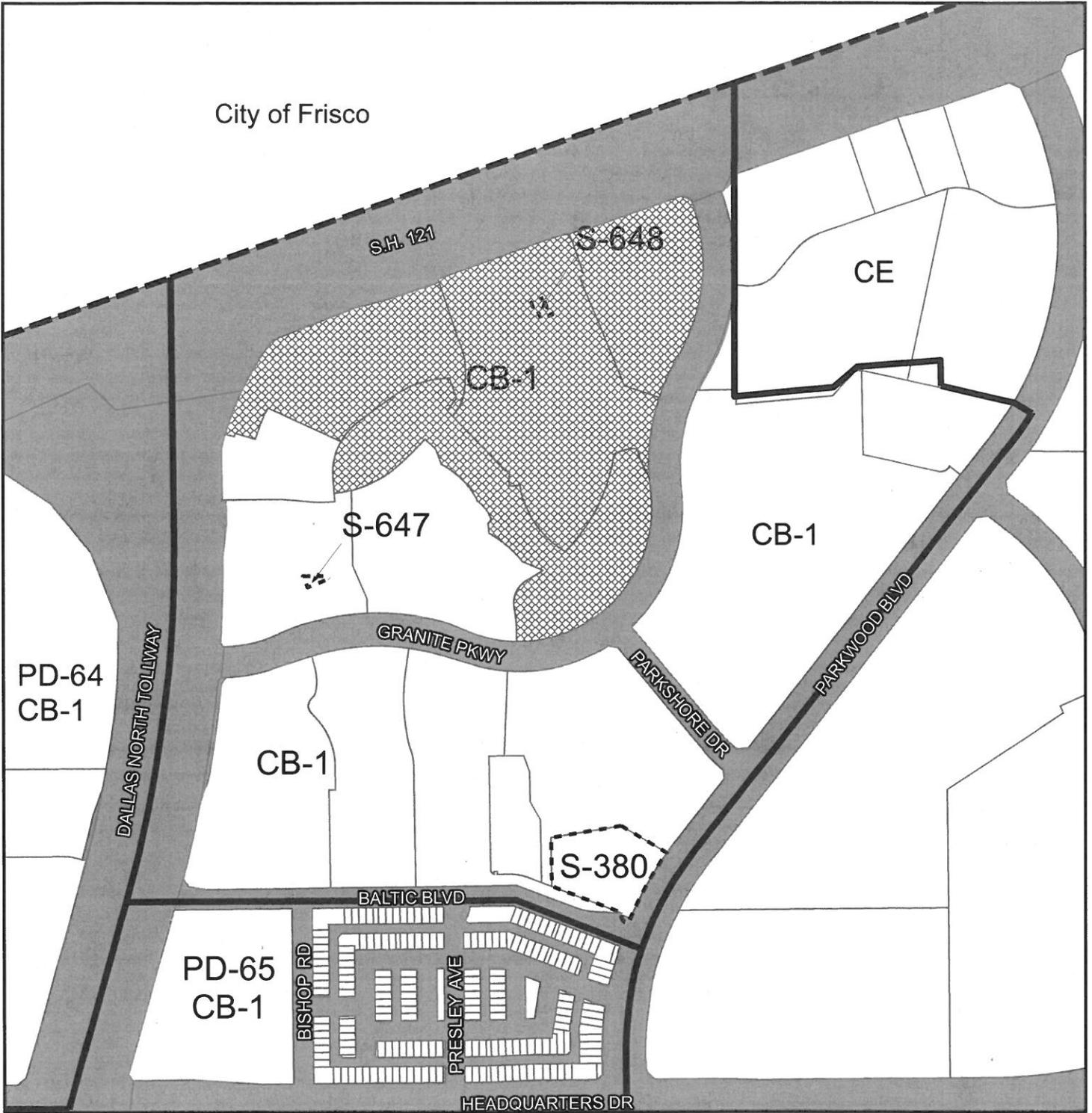
If the parking reduction is granted, the applicant must enter into a performance agreement with the city which allows deferral of the construction of the spaces until demand for a greater number of parking spaces is reached or a change of occupancy occurs. The applicant's proposed program includes details regarding the potential construction of the 130 surface parking spaces on Lot 7 for a total estimated cost of \$295,500. This area must be reserved via easement for deferred parking, and the city can require the applicant to construct the parking in the future if the performance agreement is not met.

Staff believes the site has sufficient parking to accommodate the existing demand, as described in the attached letter from the applicant. Therefore, staff supports the request for parking reduction.

RECOMMENDATION:

Recommended for approval subject to:

1. City Council approval of the request for a parking reduction;
2. The applicant executing a performance agreement with the city, subject to approval by the City Attorney; and
3. Dedication of parking easements on Granite Park, Phase III, Block B, Lots 3, 6 and 7.

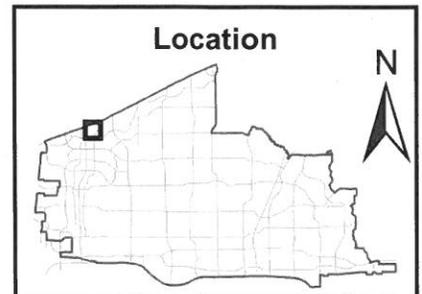


Item Submitted: Preliminary Site Plan & Revised Site Plan

Title: Granite Park Phase III, Block B, Lots 4R, 5R, 6, & 7

Zoning: Central Business-1/Dallas North Tollway & State Highway 121 Overlay Districts w/Specific Use Permit #648

- 200' Notification Buffer
- ▨ Subject Property
- Zoning Boundary
- - - Specific Use Permit
- City Limits
- █ Right-of-Way



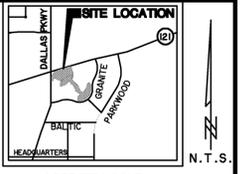
Source: City of Plano Planning Department

WATER METER SCHEDULE				
I.D.	TYPE	SIZE	QTY	SAN. SEWER
1	DOMESTIC	3"	1	8"
2	DOMESTIC	3"	1	8"
3	IRRIGATION	2"	1	N/A
4	FOUNTAINS	1"	1	8"
5	DOMESTIC	1.5"	1	6"
6	IRRIGATION	1.5"	1	N/A
7	DOMESTIC	2"	1	6"
8	IRRIGATION	1.5"	1	N/A
9	DOMESTIC	2"	1	6"
10	IRRIGATION	1.5"	1	N/A

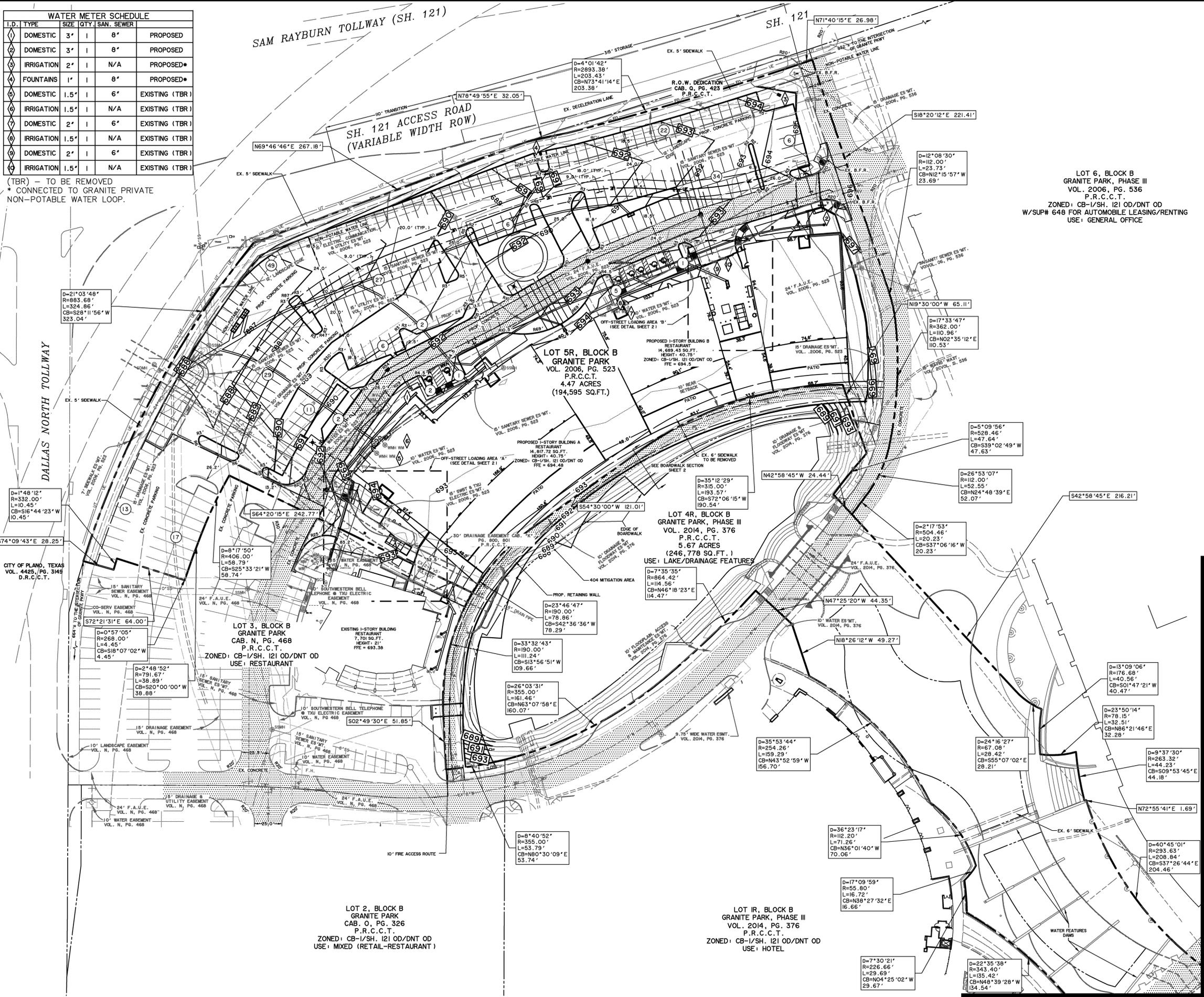
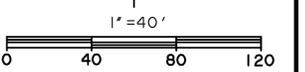
(TBR) - TO BE REMOVED
 * CONNECTED TO GRANITE PRIVATE NON-POTABLE WATER LOOP.

*** LEGEND ***

- SSMH @ SANITARY SEWER MANHOLE
- SSCO @ SANITARY SEWER CLEAN OUT
- FH @ EXISTING FIRE HYDRANT
- FH @ PROPOSED FIRE HYDRANT
- WM @ WATER METER
- WM @ WATER VAULT
- WV @ WATER VALVE
- GAS @ GAS LINE
- OE @ OVERHEAD ELECTRIC LINE
- UT @ UNDERGROUND TELEPHONE LINE
- W @ WATER LINE
- SS @ SANITARY SEWER LINE
- FSL @ FIRE SAFETY LINE
- (26) @ PARKING STALLS COUNT
- (Dotted Area) @ PROP. 24" FIRELANE, ACCESS AND UTILITY EASEMENT
- (Hatched Area) @ FIRE LANE, ACCESS AND UTILITY EASEMENT
- A.D. @



VICINITY MAP
N.T.S.



LOT 6, BLOCK B
 GRANITE PARK, PHASE III
 VOL. 2006, PG. 536
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 W/SUP# 648 FOR AUTOMOBILE LEASING/RENTING
 USE: GENERAL OFFICE

LOT 5R, BLOCK B
 GRANITE PARK
 VOL. 2006, PG. 523
 P.R.C.C.T.
 4.47 ACRES
 (194,595 SQ.FT.)

LOT 4R, BLOCK B
 GRANITE PARK, PHASE III
 VOL. 2014, PG. 376
 P.R.C.C.T.
 5.67 ACRES
 (246,778 SQ.FT.)
 USE: LAKE/DRAINAGE FEATURES

LOT 3, BLOCK B
 GRANITE PARK
 CAB. N. PG. 468
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 USE: RESTAURANT

LOT 2, BLOCK B
 GRANITE PARK
 CAB. O. PG. 326
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 USE: MIXED (RETAIL-RESTAURANT)

LOT 1R, BLOCK B
 GRANITE PARK, PHASE III
 VOL. 2014, PG. 376
 P.R.C.C.T.
 ZONED: CB-1/SH. 121 OD/DNT OD
 USE: HOTEL

ITEM	LOT 5R	LOT 4R
GENERAL SITE DATA		
ZONING	CB-1	CB-1
LAND USE	RESTAURANT	VACANT
LOT AREA	4,467 ACRES (194,595 SQ.FT.)	5,665 ACRES (246,778 SQ.FT.)
BUILDING FOOTPRINT AREA	29,507 SQ.FT.	0
TOTAL PATO AREA	14,376 SQ.FT.	0
TOTAL AREA USED IN PARKING CALCULATION	43,883 SQ.FT.	0
BUILDING HEIGHT	1	NA
BUILDING HEIGHT	40'-0"	NA
LOT COVERAGE	22.50%	0.00%
FLOOR AREA RATIO	0.225	NA
PARKING		
PARKING RATIO	1/100 S.F.	NA
REQUIRED PARKING	439	0
PROVIDED ON-SITE PARKING	233	0
PROVIDED OFF-SITE PARKING (LOT 3)	42	0
PROVIDED OFF-SITE PARKING (LOT 6)	34	0
REQUESTED PARKING REDUCTION	130	0
ACCESSIBLE PARKING REQUIRED	7	0
ACCESSIBLE PARKING PROVIDED	7	0
PARKING IN EXCESS OF 110% OF REQUIRED PARKING	0	0
LANDSCAPE AREA (INCLUDING TURF AREAS)		
LANDSCAPE EDGE AREA PROVIDED	9,908 SQ.FT.	NA
REQUIRED INTERIOR LANDSCAPE AREA (PARKING LOT LANDSCAPING)	1,968 SQ.FT.	NA
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED	0	NA
OTHER LANDSCAPE AREA WITHIN THE LOT INCLUDING STORMWATER CONSERVATION AREAS	0	NA
TOTAL LANDSCAPE AREA	20,550 SQ.FT.	0
PERMEABLE AREA	0	NA
PERMEABLE PAVEMENT	0	NA
OTHER PERMEABLE AREA WITHIN THE LOT NOT INCLUDING LANDSCAPING OR TURF AREAS	0	NA
TOTAL PERMEABLE AREA	0	0
IMPERVIOUS AREA		
BUILDING FOOTPRINT AREA & OTHER IMPERVIOUS PLATWORK	56,061 SQ.FT.	0
AREA OF SIDEWALKS, PAVEMENT & OTHER IMPERVIOUS AREA	117,984 SQ.FT.	NA
TOTAL IMPERVIOUS AREA	174,045 SQ.FT.	0
SUM OF TOTAL LANDSCAPE AREA + TOTAL PERMEABLE AREA + TOTAL IMPERVIOUS AREA (SQUARE FEET)	194,595 SQ.FT.	NA
NOTE: SUMMIST EQUAL LOT AREA		
TOTAL IMPERVIOUS AREA	174,045 SQ.FT.	0
LESS BMP IMPERVIOUS AREA CREDIT	174,045 SQ.FT.	0
BILLABLE IMPERVIOUS AREA	174,045 SQ.FT.	0

Lot 5R, Block B has been granted a parking reduction by meeting the conditions of Subsection 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of Division 4 (Development Standards) of the Zoning Ordinance. Future alterations, if any, to Lot 3, Lot 5R, Lot 6 and/or Lot 7, Block B must comply with the terms of the approved Parking Reduction Program. Lot 5R Parking Easement showing allocation of parking spaces to Lot 5R shall be provided by plat.

SEE PAGE 2 FOR GENERAL NOTES
 THE PURPOSE OF THIS REVISED SITE PLAN IS TO SHOW THE BOARDWALK AND WALKWAY WITHIN LOT 4R.

ENGINEER: WIER AND ASSOCIATES, INC. 2201 E. LAMAR BLVD., STE. 2006 ARLINGTON, TEXAS 76006
 CONTACT: RANDY EARDLEY SUITE 800 PH: (817) 467-7700 FAX: (817) 467-7713 RANDYE@WIERASSOCIATES.COM

LOT 4R OWNER: GRANITE PARK ASSN, INC TOLLWAY/121 PARTNERS LTD. 5601 GRANITE PARKWAY SUITE 800 PLANO, TEXAS (972) 731-2800

LOT 5R OWNER: DAVID CUNNINGHAM 5601 GRANITE PARKWAY SUITE 600 PLANO, TEXAS (972) 731-2300

**GRANITE PARK PHASE III
 PRELIMINARY SITE PLAN
 BLOCK B, LOT 5R
 REVISED SITE PLAN
 BLOCK B, LOT 4R**

BEING 10.131 ACRES LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108, AND J. DODMAN SURVEY, ABSTRACT No. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

DATE OF PREPARATION: 12/29/2015

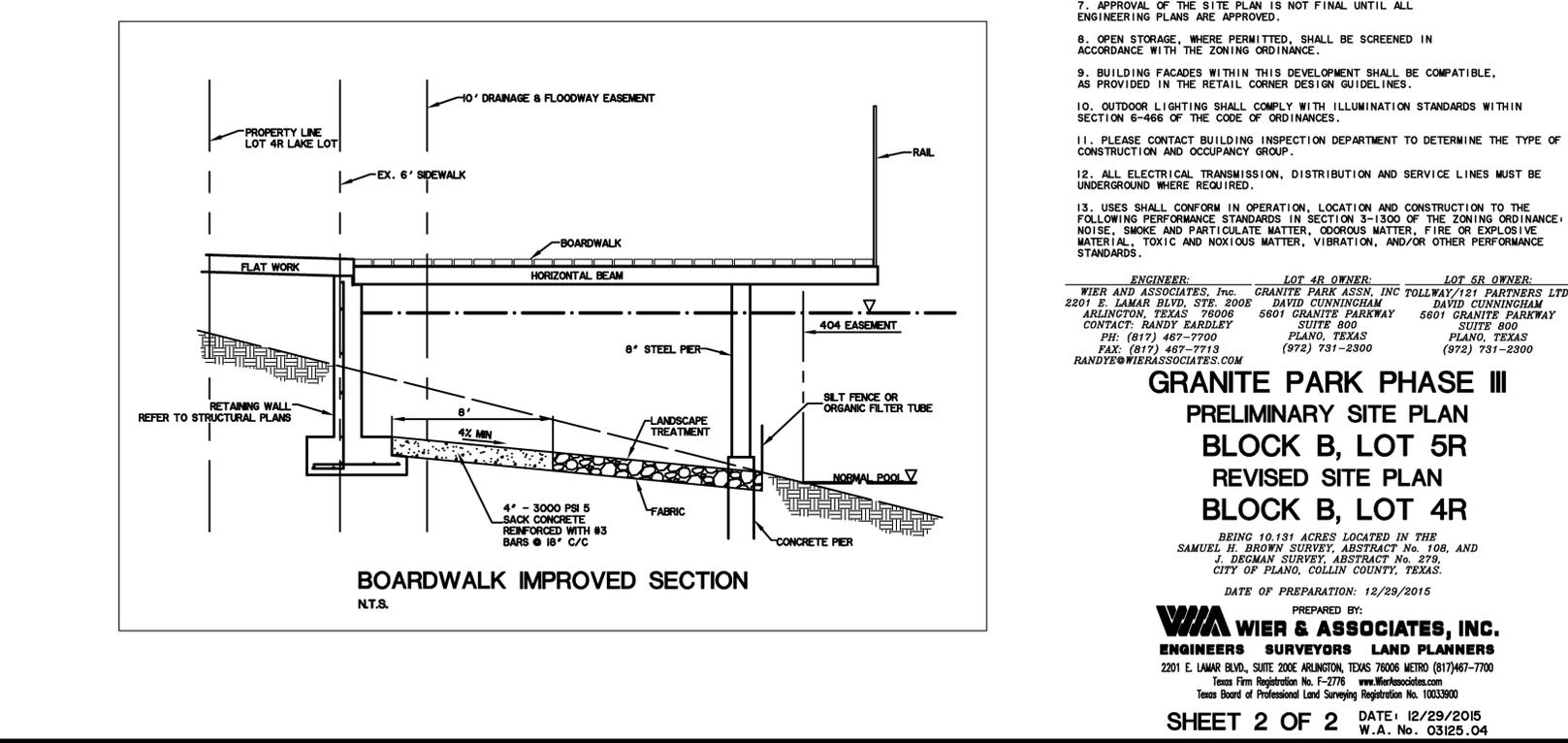
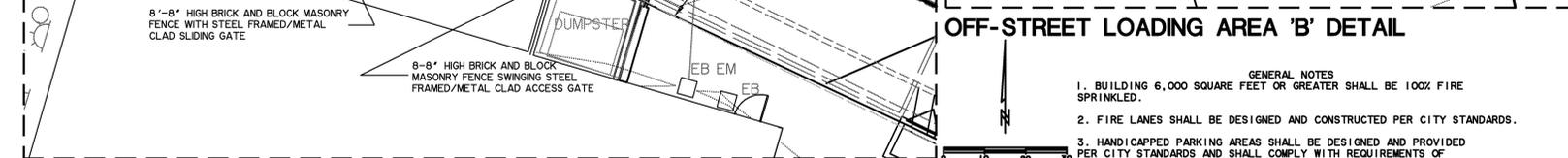
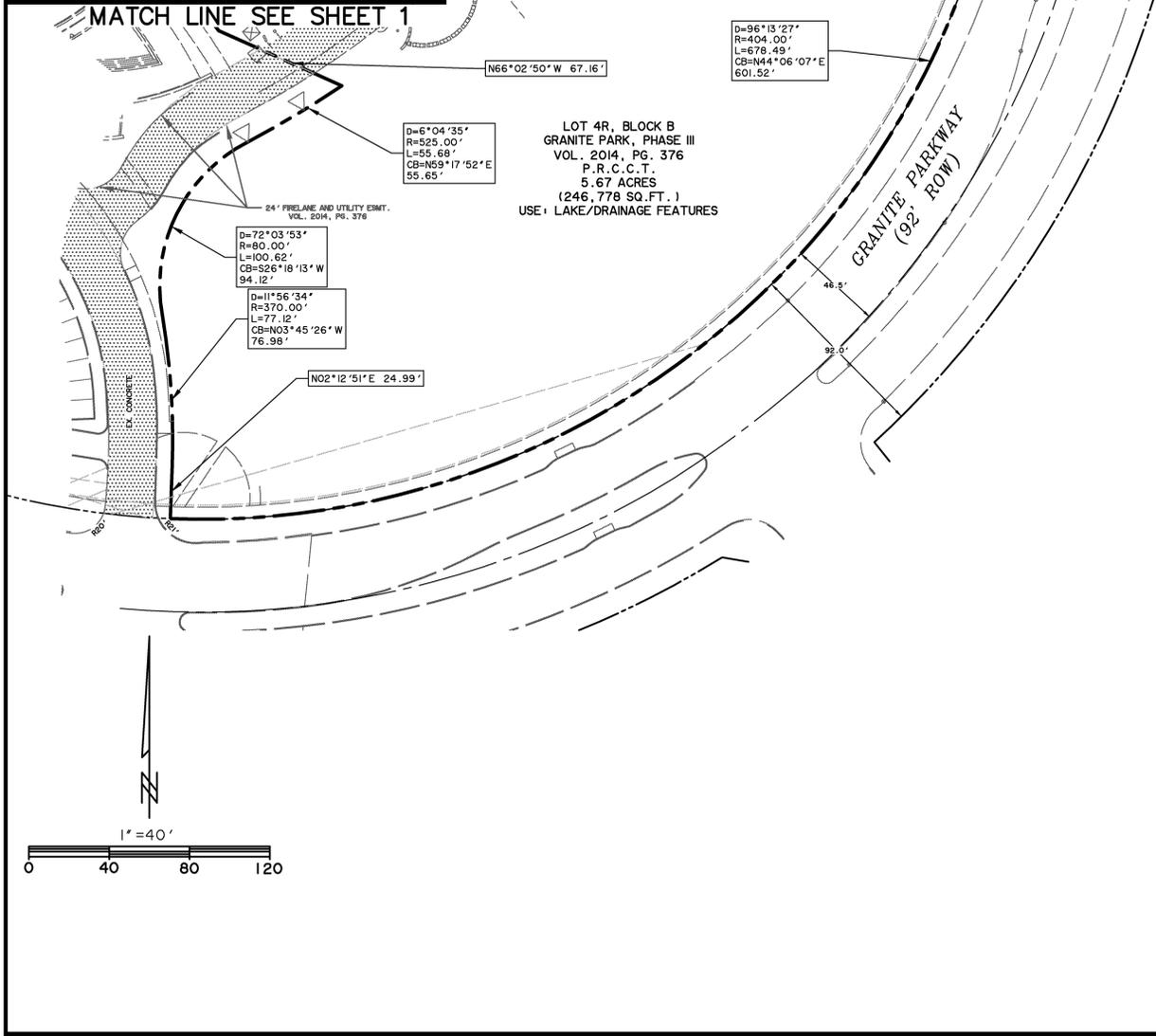
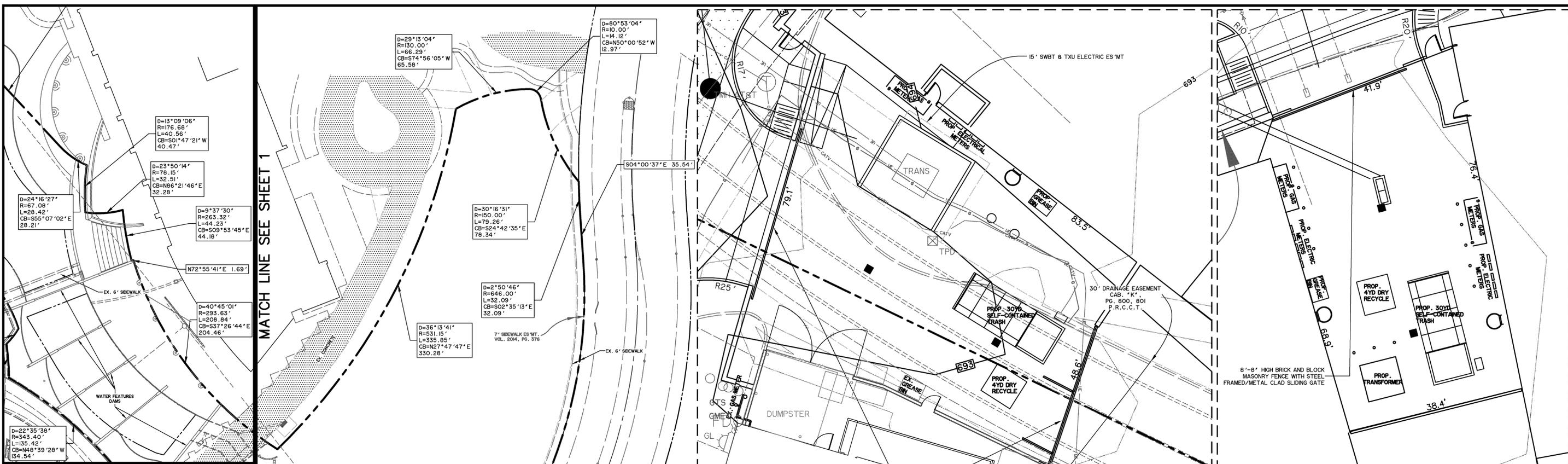
PREPARED BY: **WIA WIER & ASSOCIATES, INC.**
 ENGINEERS SURVEYORS LAND PLANNERS
 2201 E. LAMAR BLVD., SUITE 2006 ARLINGTON, TEXAS 76006 (817) 467-7700
 Texas Firm Registration No. F-2776 www.wierassociates.com
 Texas Board of Professional Land Surveying Registration No. 10033900

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MATCH LINE SEE SHEET 2

MATCH LINE SEE SHEET 2

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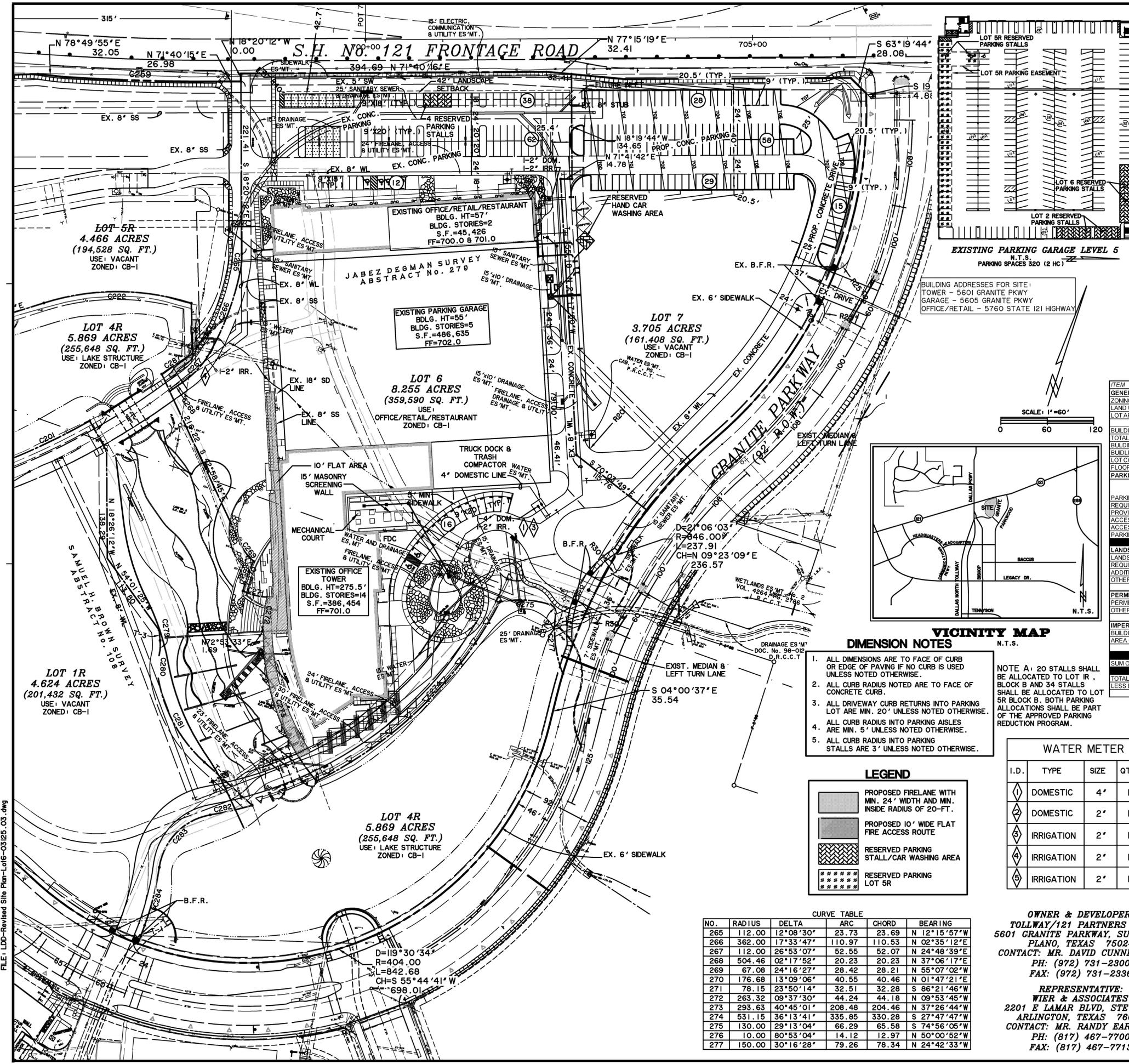
- GENERAL NOTES**
- BUILDING 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
 - FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
 - HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
 - FOUR FOOT WIDE SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHTS-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
 - MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
 - APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
 - OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
 - BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
 - OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-466 OF THE CODE OF ORDINANCES.
 - PLEASE CONTACT BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
 - ALL ELECTRICAL TRANSMISSION, DISTRIBUTION AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED.
 - USES SHALL CONFORM IN OPERATION, LOCATION AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN SECTION 5-1300 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION, AND/OR OTHER PERFORMANCE STANDARDS.

ENGINEER: WIER AND ASSOCIATES, Inc. 2201 E. LAMAR BLVD., STE. 200E ARLINGTON, TEXAS 76006 CONTACT: RANDY EARDLEY PH: (817) 467-7700 FAX: (817) 467-7713 RANDYE@WIERASSOCIATES.COM	LOT 4R OWNER: GRANITE PARK ASSN, INC 5601 GRANITE PARKWAY SUITE 800 PLANO, TEXAS (972) 731-2300	LOT 5R OWNER: DAVID CUNNINGHAM PARTNERS LTD. DAVID CUNNINGHAM 5601 GRANITE PARKWAY SUITE 800 PLANO, TEXAS (972) 731-2300
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**GRANITE PARK PHASE III
PRELIMINARY SITE PLAN
BLOCK B, LOT 5R
REVISED SITE PLAN
BLOCK B, LOT 4R**

BEING 10.131 ACRES LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108, AND J. DODMAN SURVEY, ABSTRACT No. 278, CITY OF PLANO, COLLIN COUNTY, TEXAS.

DATE OF PREPARATION: 12/29/2015
PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E. LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
Texas Board of Professional Land Surveying Registration No. 10033900



GENERAL NOTES

- BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
- HANDICAPPED PARKING AREAS SHALL BE DESIGNED AND PROVIDED PER CITY STANDARDS AND SHALL COMPLY WITH REQUIREMENTS OF THE CURRENT, ADOPTED INTERNATIONAL BUILDING CODE.
- FOUR-FOOT OR WIDER SIDEWALKS SHALL BE PROVIDED 2.5 FEET OFF OF THE PROPERTY LINE WITHIN THE RIGHTS-OF-WAY, UNLESS A SIDEWALK EASEMENT IS PROVIDED FOR A MEANDERING SIDEWALK OR AN ALTERNATIVE DESIGN IS APPROVED BY THE CITY. BARRIER-FREE RAMPS, PER CITY STANDARDS, SHALL BE PROVIDED ON SIDEWALKS AT ALL CURB CROSSINGS.
- MECHANICAL UNITS, DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- ALL SIGNAGE CONTINGENT UPON APPROVAL BY BUILDING INSPECTION DEPARTMENT.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- BUILDING FACADES WITHIN THIS DEVELOPMENT SHALL BE COMPATIBLE, AS PROVIDED IN THE RETAIL CORNER DESIGN GUIDELINES.
- OUTDOOR LIGHTING SHALL COMPLY WITH ILLUMINATION STANDARDS WITHIN SECTION 6-466 OF THE CODE OF ORDINANCES.
- PLEASE CONTACT THE BUILDING INSPECTION DEPARTMENT TO DETERMINE THE TYPE OF CONSTRUCTION AND OCCUPANCY GROUP.
- ALL ELECTRICAL TRANSMISSION, DISTRIBUTION, AND SERVICE LINES MUST BE UNDERGROUND WHERE REQUIRED. (INCLUDES S.H. 121)
- USES SHALL CONFORM IN OPERATION, LOCATION, AND CONSTRUCTION TO THE FOLLOWING PERFORMANCE STANDARDS IN ARTICLE 24 OF THE ZONING ORDINANCE: NOISE, SMOKE AND PARTICULATE MATTER, ODOROUS MATTER, FIRE OR EXPLOSIVE MATERIAL, TOXIC AND NOXIOUS MATTER, VIBRATION AND/OR OTHER PERFORMANCE STANDARDS.

FIRE PROTECTION NOTES

- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER CITY STANDARDS.
- FIRE DEPARTMENT CONNECTION SHALL BE WITHIN 100 FEET TO A FIRE HYDRANT.
- FIRE HYDRANT SPACING SHALL BE 300 FEET MAXIMUM ALONG ALL FIRE LANES AND APPROVED ROADWAYS.
- ALL POINTS ALONG THE EXTERIOR WALLS SHALL BE WITHIN 150 FEET OF A FIRE LANE OR APPROVED ROADWAY.
- BUILDINGS 6,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE BUILDING INSPECTION AND FIRE DEPARTMENTS.

F. F. ELEV. NOTE

FINISHED FLOOR ELEVATION SHOWN HEREON ARE PRELIMINARY ONLY. FINAL F.F. ELEVATIONS TO BE DETERMINED BY FINAL GRADING CONSTRUCTION PLANS.

ANTICIPATED TREE LOSS

NO EXISTING TREES ON THIS SITE.

SITE NOTES

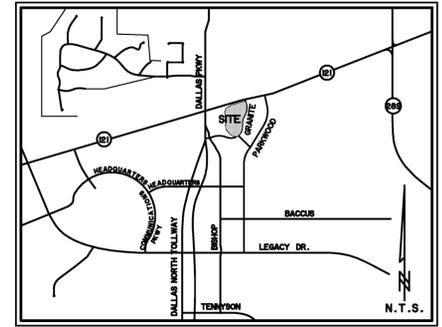
- REFUSE, RECYCLE, AND COMPACTOR CONTAINERS SHALL BE ENCLOSED ON THREE SIDES WITH MASONRY WALL CONSTRUCTION FINISHED TO MATCH THE MAIN BUILDING(S).
- DUMPSTER ENCLOSURES THAT FACE ROADWAY SHALL HAVE METAL GATES.

NOTE: SUBJECT TO FAA APPROVAL AT TIME OF SITE PLAN APPROVAL.

EXISTING PARKING GARAGE LEVEL 5
N.T.S.
PARKING SPACES 320 (2 HC)

BUILDING ADDRESSES FOR SITE:
TOWER - 5601 GRANITE PKWY
GARAGE - 5605 GRANITE PKWY
OFFICE/RETAIL - 5760 STATE 121 HIGHWAY

ITEM	LOT 6	LOT 7
GENERAL SITE DATA		
ZONING	CB-1	CB-1
LAND USE	GENERAL OFFICE	VACANT
LOT AREA	359,590 S.F. (8,255 AC)	161,408 S.F. (3,705 AC)
BUILDING FOOTPRINT AREA		
TOTAL BUILDING AREA	Tower 41,597 SF Retail/Office 22,713 SF Garage 81,105 SF	0
BUILDING HEIGHT (# STORIES)	14, 2, 5	0
BUILDING HEIGHT (FEET)	275.5', 57', 55'	0
LOT COVERAGE	17% (Does not include garage SF)	N/A
FLOOR AREA RATIO	1.2:1 (Does not include garage SF)	N/A
PARKING		
PARKING RATIO	375,848/300	22,713/300
REQUIRED PARKING	1,253	76
PROVIDED PARKING	1,530	67
ACCESSIBLE PARKING REQUIRED	29 Spaces (5 Van)	11
ACCESSIBLE PARKING PROVIDED	30 Spaces (5 Van)	11
PARKING IN EXCESS OF 110% OF REQUIRED PARKING	281	0
LANDSCAPE AREA (INCLUDING TURF AREAS)		
LANDSCAPE EDGE AREA PROVIDED	5,125 SF	0
REQUIRED INTERIOR LANDSCAPE AREA	1,184 SF	1,016 SF
ADDITIONAL INTERIOR LANDSCAPE AREA PROVIDED	0	0
OTHER LANDSCAPE AREA WITHIN THE LOT	0	0
TOTAL LANDSCAPE AREA (SQUARE FEET)	6,309 SF	1,016 SF
PERMEABLE AREA		
PERMEABLE PAVEMENT	0	0
OTHER PERMEABLE AREA WITHIN THE LOT	209,165 SF	0
TOTAL PERMEABLE AREA (SQUARE FEET)	209,165 SF	0
IMPERVIOUS AREA		
BUILDING FOOTPRINT AREA	41,597 SF	22,713 SF
AREA OF IMPERVIOUS FLATWORK	38,701 SF	81,105 SF
TOTAL IMPERVIOUS AREA	144,116 SF	103,818 SF
SUM OF TOTAL LANDSCAPE, PERMEABLE & IMPERVIOUS AREA	359,590 SF	1,016 SF
TOTAL IMPERVIOUS AREA	144,116 SF	0
LESS BMP IMPERVIOUS AREA CREDIT	144,116 SF	0
BILLABLE IMPERVIOUS AREA	144,116 SF	0



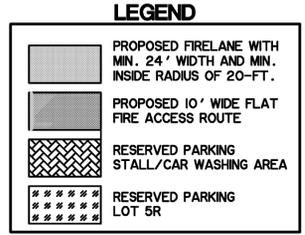
DIMENSION NOTES

- ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVING IF NO CURB IS USED UNLESS NOTED OTHERWISE.
- ALL CURB RADIUS NOTED ARE TO FACE OF CONCRETE CURB.
- ALL DRIVEWAY CURB RETURNS INTO PARKING LOT ARE MIN. 20' UNLESS NOTED OTHERWISE.
- ALL CURB RADIUS INTO PARKING AISLES ARE MIN. 5' UNLESS NOTED OTHERWISE.
- ALL CURB RADIUS INTO PARKING STALLS ARE 3' UNLESS NOTED OTHERWISE.

NOTE A: 20 STALLS SHALL BE ALLOCATED TO LOT 1R, BLOCK B AND 34 STALLS SHALL BE ALLOCATED TO LOT 5R BLOCK B. BOTH PARKING ALLOCATIONS SHALL BE PART OF THE APPROVED PARKING REDUCTION PROGRAM.

WATER METER SCHEDULE

I.D.	TYPE	SIZE	QTY.	SAN. SEWER	REMARKS
1	DOMESTIC	4"	1	8"	EXISTING
2	DOMESTIC	2"	1	8"	EXISTING
3	IRRIGATION	2"	1	N.A.	EXISTING
4	IRRIGATION	2"	1	N.A.	EXISTING
5	IRRIGATION	2"	1	N.A.	EXISTING



CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	BEARING
265	112.00	12°08'30"	23.73	23.69	N 12°15'57"W
266	362.00	17°33'47"	110.97	110.53	N 02°35'12"E
267	112.00	26°53'07"	52.55	52.07	N 24°48'39"E
268	504.46	02°17'52"	20.23	20.23	S 37°06'17"E
269	67.08	24°16'27"	28.42	28.21	N 55°07'02"W
270	176.68	13°09'06"	40.55	40.46	N 01°47'21"E
271	78.15	23°50'14"	32.51	32.28	S 86°21'46"W
272	263.32	09°37'30"	44.24	44.18	N 09°53'45"W
273	293.63	40°45'01"	208.48	204.46	N 37°26'44"W
274	531.15	36°13'41"	335.85	330.28	S 27°47'47"W
275	130.00	29°13'04"	66.29	65.58	S 74°56'05"W
276	10.00	80°53'04"	14.12	12.97	N 50°00'52"W
277	150.00	30°16'28"	79.26	78.34	N 24°42'33"W

OWNER & DEVELOPER:
TOLLWAY/121 PARTNERS LTD.
5601 GRANITE PARKWAY, SUITE 800
PLANO, TEXAS 75024
CONTACT: MR. DAVID CUNNINGHAM
PH: (972) 731-2300
FAX: (972) 731-2336

REPRESENTATIVE:
WIER & ASSOCIATES
2201 E LAMAR BLVD, STE 200E
ARLINGTON, TEXAS 76006
CONTACT: MR. RANDY EARDLEY
PH: (817) 467-7700
FAX: (817) 467-7713

REVISED SITE PLAN GRANITE PARK PHASE III ADDITION

BLOCK B, LOT 6 & 7
AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS AND BEING 8.255 ACRES OF LAND LOCATED IN THE SAMUEL H. BROWN SURVEY, ABSTRACT No. 108 AND THE JABEZ DEGMA SURVEY, ABSTRACT No. 279, CITY OF PLANO, COLLIN COUNTY, TEXAS.

PREPARED BY:
WIA WIER & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
2201 E LAMAR BLVD., SUITE 200E ARLINGTON, TEXAS 76006 METRO (817)467-7700
Texas Firm Registration No. F-2776 www.WierAssociates.com
DATE: 12-29-2015
W.A. No. 03125.04



WIER & ASSOCIATES, INC.

ENGINEERS
SURVEYORS
LAND PLANNERS

December 29, 2015

PRINCIPALS
JOHN P. WIER, P.E., R.P.L.S.
ULYS LANE III, P.E., R.P.L.S., CFM
CARLO SILVESTRI, P.E.
GREGG MADSEN, R.P.L.S.

SENIOR ASSOCIATES
PHILIP L. GRAHAM, P.E.
JAKE H. FEARS, P.E., LEED AP

ASSOCIATES
TOBY W. RODGERS
CASEY D. YORK
RANDY S. EARDLEY, P.E.

Ms. Erica Marohnic, AICP
Senior Planner
City of Plano Planning Department
1520 K Avenue Suite 250
Plano, Texas 75074

**RE: W&A# 03125.04 – LOT 5R, BLOCK B, GRANITE PARK III PARKING
REDUCTION PROGRAM**

Dear Ms. Marohnic,

On behalf of Tollway/121 Partners Ltd., we request approval of the below parking Reduction Program for Lot 5R, Block B Granite Park.

Granite Park Background

Granite Park is a Mixed-Use Office and Retail Complex at the SE Corner of the Dallas North Tollway and State Highway 121. Granite Park is owned and managed by Granite Properties, Inc. The overall area of Granite Park consists of 68 net developable acres after roadway and drainage mitigation areas were dedicated. Currently Granite Park is approximately 65% Built-Out. At Full Build out the entirety of Granite Park will include approximately 3,000,000 SF of Class "A" Office, a 299 Room Full Service 4 Star Hilton/Conference Center Hotel, approximately 71,100 SF of Retail/Restaurant Space and approximately 44,000 SF of 2nd Story Professional Office Space. In addition to these buildings a Day Care Center Building and Limited Service Hotel sites were sold and have been developed and opened for business under separate ownership.

Granite Park was started in January 1997 and estimated completed build-out of Granite Park is 2022. Granite Park carries CB-1 Zoning and all development has been completed under that zoning.

Block B of Granite Park is the center of the park and contains Granite's headquarters building (Block B, Lot 6, Granite Park Phase III) as well as the hotel and the retail and restaurant amenities for the park. Currently all uses within Block "B" self-park per City of Plano Ordinance except for 20 parking spots that are located in the Granite Park III Garage in favor of the Lot 1R Hilton Hotel. The Future Office Buildings in Block B of Granite Park III will be parked per the ordinance or greater as is "Market Custom".

2201 E. LAMAR BLVD., SUITE 200E
ARLINGTON, TEXAS 76006-7440
(817) 467-7700
FAX (817) 467-7713

121 S. MAIN ST.
HENDERSON, TEXAS 75654-3559
(903) 722-9030
FAX (817) 549-5410

Summary of Request

Subsection 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of Division 4 (Development Standards) of the Zoning Ordinance allows applicants to request approval for the reduction of required parking, subject to approval of a preliminary site plan by the Planning & Zoning Commission. Developments meeting the criteria in Section 16.1200 may be granted a reduction between 5% -30% of the parking spaces required.

Granite Park Properties requests a 30% reduction of required parking for Lot 5R, Block B in Granite Park. Lot 5R requires 439 parking stalls and has 309 available parking stalls (233 on-site, 42 allocated from Lot 3, Block B and 34 allocated from Lot 6, Block B). Off-site parking will be allocated by site plan and Parking and Access Agreements filed of record with the county.

Lot 5R, Block B, Granite Park, The Boardwalk

The plan for the Boardwalk Restaurant Cluster on Block B, Lot 5R will add 6 restaurants, outdoor public space and 233 parking spaces within Lot 5R. The total required parking for the Boardwalk is 439 spaces which includes 295 spaces for the interior space of the restaurants and 144 spaces for outdoor patio dining. Lot 5R will utilize off-street and off-site parking from existing parking from Lot 3 (42 spaces) and Lot 6 (34 spaces). The utilized spaces are allocated to Lot 5R by notation on substantially conforming site plans for Lot 3 and Revised Site Plan for Lot 6 as well as a binding Parking and Access Easement Agreement granting use of these off-site parking spaces. Said Parking and Access Easement Agreement will be executed and filed of record with the county prior to request of a Certificate of Occupancy for the Lot 5R Boardwalk Restaurant Cluster.

Baseline Parking Assessment

According to Section 16.700, Off Street parking Schedule, of the City's Zoning Ordinance, the proposed Boardwalk Restaurant Cluster on Block B, Lot 5R is required to provide one space per 100 square feet of floor area for restaurant and restaurant patio use or 439 parking spaces. There are currently planned 233 on-site parking stalls, 42 off-site stalls from Lot 3, Block B and 34 off-site stalls from Lot 6, Block B. Both Lots 3 and Lot 6 are immediately adjacent to Lot 5R.

Total Parking Required Lot 5R =	439 spaces
Total Parking Provided Lot 5R =	309 spaces
Total Parking Reduced	= 130 spaces (29.61%)

Baseline Parking Assessment Table

Lot	Parking Calculation	Parking Metric	Parking Required	On-Site Parking Provided	Shortage or Designated Parking	Notes
Lot 1R	1.25/ Room	299 Rooms	374	354	-20	
		Total Lot 1R	374	354	-20	Designated from Lot 6
Lot 3	Restaurant 1/100 SF	7,701 SF	77	119	42	
		Total Lot 3	77	119	42	Designated to Lot 5R
Lot 5R	Restaurant 1/100 SF	29,507 SF	295	233	-206	
	Restaurant Patio 1/100 SF	14,376 SF	144			
		Total Lot 5R	439	233	-206	Designated from Lot 3, Lot 6 and Parking Reduction Program
Lot 6	Office Tower 1/300 SF	375,848 SF	1253	1530	54	
	Professional Office 1/300 SF	22,713 SF	76			
	Retail 1/200 SF	13,319 SF	67			
	Restaurant 1/100 SF	6,814 SF	69			
	Auto rental 1/stored vehicle 1/employee	8 stored vehicles 3 employees	11			
		Total Lot 6	1476	1530	54	Designated to Lot 1R and Lot 5R
Lot 7	vacant surface parking*			130		
		Total Lot 7		130		
Total 1R, 3, 5R & 6			2366	2236	-130	
Total 1R, 3, 5R, 6 & 7			2366	2366	0	
Future			2366	2366	0	

* if warranted per the terms of the Parking Reduction Program

Estimated Actual Demand

During the weekday lunch period, the majority users of the restaurants on Lot 5R are estimated to be tenants at Granite Park (Blocks A, B and C) and they walk to lunch. Since many of the lunch period users are expected to be tenants of Granite Park, customers traveling to Granite Park Boardwalk Restaurants are estimated to have the majority of the surface parking at their disposal therefore we do not anticipate any daytime shortfall of parking spaces at Granite Park's restaurants.

Granite Park Restaurants are anticipated to be a destination during nights and weekends, when parking for the Boardwalk would be expected to be at peak, customers would have access to the surface parking on Lot 5R, a portion of the surface parking on the westerly adjacent Lot 3 and the entirety of the Granite Park III, Block B, Lot 6 garage will be open, unrestricted and available for use by the Boardwalk and all other restaurants within Granite Park.

The easterly adjacent GPIII Office Tower (Lot 6) facilities are 98% leased and utilize roughly 770 parking stalls of the available 1530 at a peak hour of peak day from observations and actual parking usage every day from January 26 to February 6, 2015. This was part of a parking study the owner commissions on an annual basis for all the properties within Granite Park. These observations of actual demands show that the site has a significant amount of unused parking spaces, even during the busiest site activity.

Preliminary Site Plan

The accompanying Preliminary Site Plan for Lot 5R as well as Substantially Conforming Site Plans for Lot 3 and Revised Site Plan for Lots 6 and 7, identify Lot 5R's use of 76 total off-site parking spaces, use of the Lot 6 parking garage and makes reference to this parking reduction program by note. Due to the fact that at any given peak hour there are over 600 unused parking spaces in the Lot 6 garage, based on actual observation, we request a reduction in the actual parking provided by 30%. Should the site demands warrant the 130 parking spaces be provided, they would be placed on the vacant Lot 7 east of the adjacent Lot 6 garage that is planned for an additional office tower and allocated as off-site parking per the current zoning ordinance. Providing the additional 130 parking spaces on Lot 7 would cost approximately \$295,500. This surface lot would be removed upon development and construction of the future office tower and the parking would be relocated to the tower structural parking garage. The land the surface lot would initially be constructed on prior to the construction of the office tower and parking garage is owned and controlled by the same owner.

Parking Management Plan

A parking management plan is not required. The parking overflow of Lot 5R will consist of utilizing the documented unused parking spaces available in the Lot 6 parking garage. During night and weekend peak hours and peak events, a central valet station will park Boardwalk users. The Lot 6 garage is immediately adjacent to the Boardwalk project and is within walking distance. Based on the observations of the Lot 6 parking garage, at any peak hour there are over 600 unused parking spaces available.

Estimate of Overflow Parking Impact

The potential impact of parking exceeding the estimated actual demand will be mitigated through the use of self parking and valet parking within the adjacent Lot 6 parking garage. A parking and access agreement will be entered into and recorded of public record to allow for the parking in the Lot 6 garage.

Performance Agreement

The owner agrees to enter into a Performance Agreement which would assure the City that the additional parking will be provided, if warranted, in the future based on further required observations. The agreement shall identify the reduction of 30% required parking or 130 parking spaces and shall commence upon issuance of a Certificate of Occupancy for the Lot 5R Boardwalk Restaurants. The owner shall also provide, upon written request, a copy of an annual parking demand monitoring report for Lots 3, 5R and 6. Penalties for failure to comply with any of the above mentioned considerations shall be in accordance with Section 1.700 Penalties and Violations of the Zoning Ordinance.

Notation on Final Plat and Site Plan

A note shall be placed on the Final Plat and Site Plan for Lot 5R as well as the Substantially Conforming Site Plans of Lots 3 and Revised Site Plan Lots 6 and 7. Said note shall read as follows:

“Lot 5R has been granted a parking reduction by meeting the conditions of Subsection 16.1200 (Parking Reduction Program) of Article 16 (Parking and Loading) of Division 4 (Development Standards) of the Zoning Ordinance. Future alterations, if any, to Lot 3, Lot 5R, Lot 6 and/or Lot 7, Block B must comply with the terms of the approved Parking Reduction Program.”

Thank you for your consideration of the Parking Reduction Program for Lot 5R, Block B. Please contact me at 817-467-7700 with any questions.

Very truly yours,

Randy Eardley, P.E.
Associate, Project Manager

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT (this “**Agreement**”) is effective as of January ___, 2016 by and among (i) GPI Boardwalk, LP, a Texas limited partnership (“**Lot 5R Owner**”), (ii) Tollway-121 Partners, Limited, a Texas limited partnership (“**Lot 7 Owner**”), (iii) Granite Properties, Inc., a Delaware corporation (“**Developer**”; collectively with Lot 5R Owner and Lot 7 Owner, the “**Developer Parties**” and each a “**Developer Party**”), and (vi) the City of Plano, a Texas municipal corporation (“**City**”).

RECITALS:

A. Developer, by and through Lot 3 Owner, Lot 5R Owner, Lot 6 Owner, and Lot 7 Owner and other special purpose entities, owns and manages the mixed-use office, retail, and hotel development known as “Granite Park” located generally at the southeast corner of the Dallas North Tollway and State Highway 121 (the “**Development**”);

B. Lot 5R Owner is special purpose entity owned and controlled by Developer that owns Lot 5R, Block B (“**Lot 5R**”) as described Granite Park Phase III, Block B, Lot 5R, Collin County, Texas and depicted as “Lot 5R” on the preliminary site plan attached hereto as Exhibit A (the “**Site Plan**”); Tollway-121 Restaurants, LTD is special purpose entity controlled by Developer that owns Lot 3, Block B (“**Lot 3**”) as described Granite Park Phase III, Block B, Lot 3, Collin County, Texas and depicted as “Lot 3” on the Site Plan; Granite Park III, LTD is special purpose entity controlled by Developer that owns Lot 6, Block B (“**Lot 6**”) as described Granite Park Phase III, Block B, Lot 6, Collin County, Texas and depicted as “Lot 6” on the Site Plan; and Lot 7 Owner is special purpose entity controlled by Developer that owns Lot 7, Block B (“**Lot 7**”) as described Granite Park Phase III, Block B, Lot 7, Collin County, Texas and depicted as “Lot 7” on the Site Plan.

C. Developer intends to construct approximately 29,507 square feet of restaurant space and 14,376 of restaurant patio space on Lot 5R in a development to be known as “The Boardwalk” (the “**Project**”);

D. Section 16.700 (Off-Street Parking Schedule) of Article 16 (Parking and Loading of the Plano Zoning Ordinance (as amended, the “**Zoning Ordinance**”) requires Lot 5R Owner to provide one (1) space for every one 100 square feet of floor area for a restaurant;

E. Under Section 16.700 of the Zoning Ordinance, Lot 5R Owner is required to construct 439 parking spaces (295 for in connection with the restaurant space; 144 in connection with the restaurant patio space) for the Project on Lot 5R;

F. Section 16.1200 of the Zoning Ordinance permits owners to request approval for the reduction of up to 30% of the required parking spaces under the Zoning Ordinance with the recommended approval of the Planning & Zoning Commission and approval of the City Council;

G. Developer has applied for a reduction and deferral of 130 parking spaces, or 29.61% of the parking spaces required under the Zoning Ordinance, with respect to the Project,

and in connection with such reduction has agreed to cause Lot 3 Owner and Lot 6 Owner to provide for additional off-site parking in connection with the Project and cause Lot 7 Owner to construct additional off-site parking in the event the additional parking is required by the City as a result of increased parking demand.

H. The City Council has determined that the proposed deferral of required parking spaces satisfies the requirements provided in Section 16.1200 of the Zoning Ordinance and has approved Developer's application for a reduction of the parking spaces.

I. In accordance with Section 16.1200.5.F, Developer Parties and City desire to enter into this Agreement to allow for the reduction the parking spaces required under the Zoning Ordinance and deferral of constructing additional parking spaces to satisfy Section 16.700 of the Zoning Ordinance until demand for a greater number of parking spaces exists.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the agreements in this Agreement, Developer Parties and City hereby agree as follows:

1. Parking Reduction and Deferral. Subject to the terms and conditions contained herein, City hereby permits Developer and Lot 5R Owner to (i) defer the construction of up to 130 parking spaces on Lot 5R (the "**Deferred Parking Spaces**") in connection with the development and construction of the Project and (ii) construct 233 parking spaces on Lot 5R and enter into parking easement agreements with Lot 3 Owner for the use of 42 parking spaces on Lot 3 and with Lot 6 Owner for the use of 34 parking spaces on Lot 6, for a total number of parking spaces allocated to Lot 5R equal to 309 (the "**Parking Easement Agreements**"), all in full satisfaction of the parking requirements under the Zoning Ordinance for the Project. Developer shall (i) cause the parking spaces allocated to Lot 5R to be noted on the final plat and site plan for Lot 5R and the substantially conforming site plan and replat for Lot 3, revised site plan and replat Lot 6, and (ii) deliver copies of the recorded Parking Easement Agreements to the City prior to and as a condition of Lot 5R Owner's receipt of a certificate of occupancy for the Project.

2. Annual Parking Demand Monitoring Required. Upon request by the City, Developer, at its sole cost and expense, shall provide annual parking demand monitoring reports that will note any changes in demand for additional parking (each a "**Parking Report**").

3. Parking Management Plan. In the event a Parking Report and/or other observations by City of the parking usage for the Project reasonably show that the demand for parking at peak hours consistently exceeds the number of parking spaces allocated to Lot 5R, the City may require Developer to establish and implement a parking management plan reasonably acceptable to the City (the "**Parking Management Plan**"). The elements of the Parking Management Plan will include the utilization of a valet service, remote parking areas within the Development, and complementary hours of the peak demand for the restaurant and office uses in

the Development. Developer Parties and the City acknowledge and agree that a Parking Management Plan is not currently required.

4. Construction of Deferred Parking Spaces. In the event a Parking Report and/or other observations by the City of the parking usage for the Project reasonably show that the demand for parking at peak time consistently exceeds the number of parking spaces allocated to Lot 5R and the Parking Management Plan has not adequately addressed the excess parking space demand for Lot 5R, the City shall provide written notice of the same to Developer and shall meet and confer with Developer regarding potential solutions to the excess parking demand within the existing surface and/or structured parking garages within the Development. In the event the Developer and the City are unable to reasonably agree upon a solution to the excess parking demand for Lot 5R that involves the utilization of existing surface and/or structured parking garages within the Development including use of excess parking spaces within the existing parking garage on Lot 6, the City shall have the right to require Lot 7 Owner, at its sole cost and expense, to construct (a) initially, a surface parking lot on Lot 7 prior to the development of Lot 7 and (b) thereafter, a structured parking garage, if, as and when Lot 7 is developed with an office tower, in either instance providing a number of parking spaces not to exceed the number of Deferred Parking Spaces and enter into a Parking Easement Agreement with Lot 5R Owner; provided, however, that Lot 7 Owner reserves the right to determine, as approved by the City, the location and impose reasonable rules and regulations with respect to the usage of the Deferred Parking Spaces on Lot 7 and shall have the ability to relocate the Deferred Parking Spaces, as approved by the City, in order to accommodate the construction of improvements on Lot 7.

5. Penalties for Noncompliance. Developer acknowledges that this Agreement shall be revoked for failure to comply with stated terms of this Agreement and that Developer Parties may be subject to fines imposed under Section 1.700 (Violations & Penalties) of Article 1 (Legal Framework) of the Zoning Ordinance for such non-compliance.

6. Notices. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day actually received as sent by courier or otherwise hand delivered.

City: City of Plano
Planning Department
1520 K Avenue, Suite 250
Plano, Texas 75074
Attention: Eric Hill
Email: erich@plano.gov

With a copy to:

City of Plano
City Attorney's Office

1520 K Avenue, Suite 340
Plano, Texas 75074
Attn: Paige Mims
Email: paigem@plano.gov

Developer
Parties:

Granite Properties, Inc.
5601 Granite Parkway, Suite 800
Plano, Texas 75024
Attention: David Cunningham
Email: dcunningham@graniteprop.com

With a copy to:

Munsch Hardt Kopf & Harr, P.C.
500 N. Akard Street, Suite 3800
Dallas, Texas, 75201
Attention: Glenn Callison
Email: gcallison@munsh.com

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties concerning the subject matter of this Agreement.

8. Interpretation. This Agreement will be construed and interpreted under the laws of the State of Texas and all obligations of the parties hereunder are performable in the county in which the Property is located. Developer Parties and City acknowledge that legal counsel for both parties participated in the preparation and negotiation of this Agreement and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement or any amendments to this Agreement. Words of any gender used in this Agreement will be held and construed to include any other gender, and words in the singular number will be held to include the plural, and vice versa, unless the context requires otherwise. Use of the words “include” and “including” are intended as an introduction to illustrative matters and not as a limitation.

9. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective parties. Developer Parties may assign this Agreement to a successor-in-interest in and to either Lots 3, 5R or Lot 7; provided, however that no Developer Party shall be released from this Agreement unless and until the assignee expressly assumes the obligations under this Agreement and Developer Parties have delivered written notice of such assignment to the City, together with the instrument effectuating the same.

10. Governing Law. This Agreement shall be governed by the laws of the State of Texas.

11. Article and Section Headings. The captions used in connection with Articles and Sections of this Agreement are for convenience only and will not be deemed to construe or limit the meaning of the language of this Agreement.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument.

SIGNATURE PAGES FOLLOW

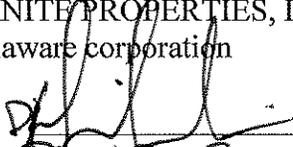
Handwritten signature or initials in the bottom right corner of the page.

This Agreement has been executed as of the day and date set forth above.

DEVELOPER PARTIES:

Developer

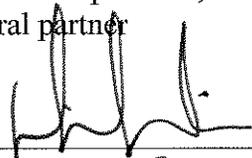
GRANITE PROPERTIES, INC.
a Delaware corporation

By: 
Name: DAVID R. CUNNINGHAM
Its: DIRECTOR, DEVELOPMENT & CONSTRUCTION

Lot 5R Owner

GPI BOARDWALK, LP,
a Texas limited partnership

By: Granite Properties, Inc.,
a Delaware corporation,
its general partner

By: 
Name: DAVID R. CUNNINGHAM
Its: DIRECTOR, DEVELOPMENT & CONSTRUCTION

Lot 7 Owner

TOLLWAY-121 PARTNERS, LIMITED,
a Texas limited partnership

By: Granite Properties, Inc.,
a Delaware corporation,
its general partner

By: 
Name: Gregory P. Keller
Its: COO

This Agreement has been executed as of the day and date set forth above.

CITY:

CITY OF PLANO, TEXAS

By: _____

Name: _____

Its: _____

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT A

PRELIMINARY SITE PLAN

DR

