

# *Tenant Criteria Manual*



## **West 7th**

# TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
GENERAL INFORMATION.....	3
PLANS APPROVAL.....	7
DRAWINGS AND SPECIFICATIONS.....	7
LANDLORD’S LEASE REQUIREMENTS.....	7
LANDLORD’S APPROVAL.....	7
CITY OF FT. WORTH.....	11
APPROVAL .....	11
DESIGN CRITERIA .....	12
GENERAL.....	12
DESIGN INTENT .....	12
METHOD .....	12
FLOOR SLABS .....	13
COLUMNS .....	13
ROOF PENETRATION .....	14
EXTERIOR WALLS .....	14
INTERIOR WALLS.....	14
STOREFRONT REQUIREMENTS.....	15
STOREFRONTS .....	18
SUMBITTALS/APPROVALS OF PROPOSED STOREFRONTS .....	19
STOREFRONT RESTRICTIONS .....	20
SIGN CRITERIA .....	21
REQUIREMENTS .....	21
SIGNS/GRAPHICS.....	23
SIGNAGE .....	25
SUBMITTALS / APPROVALS.....	27
SERVICE DOORS (EXTERIOR).....	27
SERVICE DOORS (INTERIOR).....	27
CEILINGS.....	27
MEZZANINES .....	28
FIRE EXTINGUISHERS.....	28
LANDLORD CONSTRUCTION CHARGES .....	28
UTILITIES .....	29
HEATING, VENTILATING AND AIR CONDITIONING (HVAC).....	29
WATER AND SEWER SERVICE.....	31
GAS SERVICE .....	32
TELEPHONE SERVICE.....	32
CABLE TV SERVICE .....	32
ELECTRICAL SERVICE .....	32
EMERGENCY LIGHTING/EXIT SIGNS .....	33
FIRE PROTECTION/SPRINKLER SYSTEM.....	33
SPECIALTY TENANT RESTRICTIONS/FOOD SERVICE TENANTS .....	34

CONSTRUCTION.....	34
CHECK-IN PROCEDURE.....	34
INSURANCE REQUIREMENTS.....	35
WORK AREA.....	36
SERVICE CORRIDORS.....	36
TRASH REMOVAL.....	36
PROTECTION OF WORK AND PROPERTY.....	37
PARKING.....	37
CONSTRUCTION RULES & REGULATIONS.....	37
DRAWINGS.....	38

## GENERAL INFORMATION

LANDLORD/DEVELOPER Carlyle/Cypress West 7th, LLC  
15601 Dallas Parkway, Suite 400  
Addison, Texas 75001

LEASING COORDINATOR Carlyle/Cypress West 7th, LLC  
15601 Dallas Parkway, Suite 400  
Addison, Texas 75001  
Contact: Ed Coury  
Phone: (972) 361-5539  
Fax: (972) 361-5928  
Email: [Ed.coury@cypressequities.com](mailto:Ed.coury@cypressequities.com)

TENANT COORDINATOR Carlyle/Cypress West 7th, LLC  
15601 Dallas Parkway, Suite 400  
Addison, Texas 75001  
Contact: Jennifer Dicks  
Phone: (972) 361-5368  
Fax: (972) 361-5928  
Cell: (214)215-0691  
Email: [Jennifer.dicks@cypressequities.com](mailto:Jennifer.dicks@cypressequities.com)

ARCHITECT **Master Plan, Site & Retail**  
Good Fulton & Farrell Architects  
2808 Fairmount, Suite 300  
Dallas, Texas 75201  
Contact: Scott Sower  
Phone: (214) 303-1500  
Fax: (214) 303-1512  
Email: [ssower@gff.com](mailto:ssower@gff.com)

**NW & SE Block**  
Gideon Toal  
500 West 7<sup>th</sup> Street, Suite 1400  
Ft. Worth, Texas 76102  
Phone: (817) 335-4991  
Fax: (817) 965-5576  
Email: [jevans@gideontoal.com](mailto:jevans@gideontoal.com)

GENERAL CONTRACTOR      Rogers-O'Brien Construction Company, Inc.  
1901 Regal Row  
Dallas, Texas 75235  
Contact: Mike Dempsey  
Phone: (214) 962-3000  
Fax: (214) 962-3001  
Email: mdempsey@rogers-obrien.com

CIVIL ENGINEER            Huitt-Zollars  
3131 McKinney Ave., Suite 600  
Dallas, Texas 75204  
Contact: David Meyers  
Phone: (214) 871-3311  
Direct: (214) 871-0757  
Email: davidm@Huitt-Zollars.com

STRUCTURAL ENGINEER    LA Fuess Partners  
3333 Lee Parkway, Suite 300  
Dallas, Texas 75219  
Contact: Thom Campbell  
Phone: (214) 871-7010  
Fax: (214) 969-0065  
Email: tcampbell@lafp

MECHANICAL ENGINEER    Jordan & Skala Engineers  
14240 Midway Road, Suite 350  
Dallas, Texas 75244  
Contact: Ben Weissman  
Phone: (469) 385-1616  
Fax: (469) 385-1615  
Email: bweissman@jordanskala.com

ELECTRICAL ENGINEER    Jordan & Skala Engineers  
14240 Midway Road, Suite 350  
Dallas, Texas 75244  
Contact: Mike Jennings  
Phone: (469) 385-1616  
Fax: (469) 385-1615  
Email: mjennings@jordanskala.com

PLUMBING                    Jordan & Skala Engineers  
14240 Midway Road, Suite 350  
Dallas, Texas 75244  
Contact: Daniel Garcia  
Phone: (469) 385-1616  
Fax: (469) 385-1615

Email: [dgarcia@jordanskala](mailto:dgarcia@jordanskala)

LANDSCAPE ENGINEER

TBD

LANDSCAPE ARCHITECT

RTKL  
1717 Pacific Ave.  
Dallas, Texas 75201  
Contact: Brett Lord  
Phone: (214) 478-7611  
Direct: (214) 871-7023  
Email: [blord@rtkl.com](mailto:blord@rtkl.com)

CODE ENFORCEMENT

TBD

BUILDING CODES

- Zoning Code or PUD: City of Ft. Worth & International Building Code
- Landscape Ordinance: City of Ft. Worth & International Building Code
- Signage Ordinance: City of Ft. Worth
- Building Code: 2003 International Building Code
- Electrical Code: 2003 International Electrical Code
- Plumbing Code: 2003 International Plumbing Code
- Mechanical Code: 2003 International Mechanical Code
- Fire Code: 2003 International Fire Code
- State Building Code: 2003 International Building Code
- City Ordinances: Ft. Worth Zoning Ordinances
- Energy Code: 2003 International Energy Conservation Code
- Accessibility Code: 2003 International Building Code / ANSI 2003 117.1

HEALTH DEPARTMENT

TBD

POWER COMPANY

TXU

GAS COMPANY

Atmos

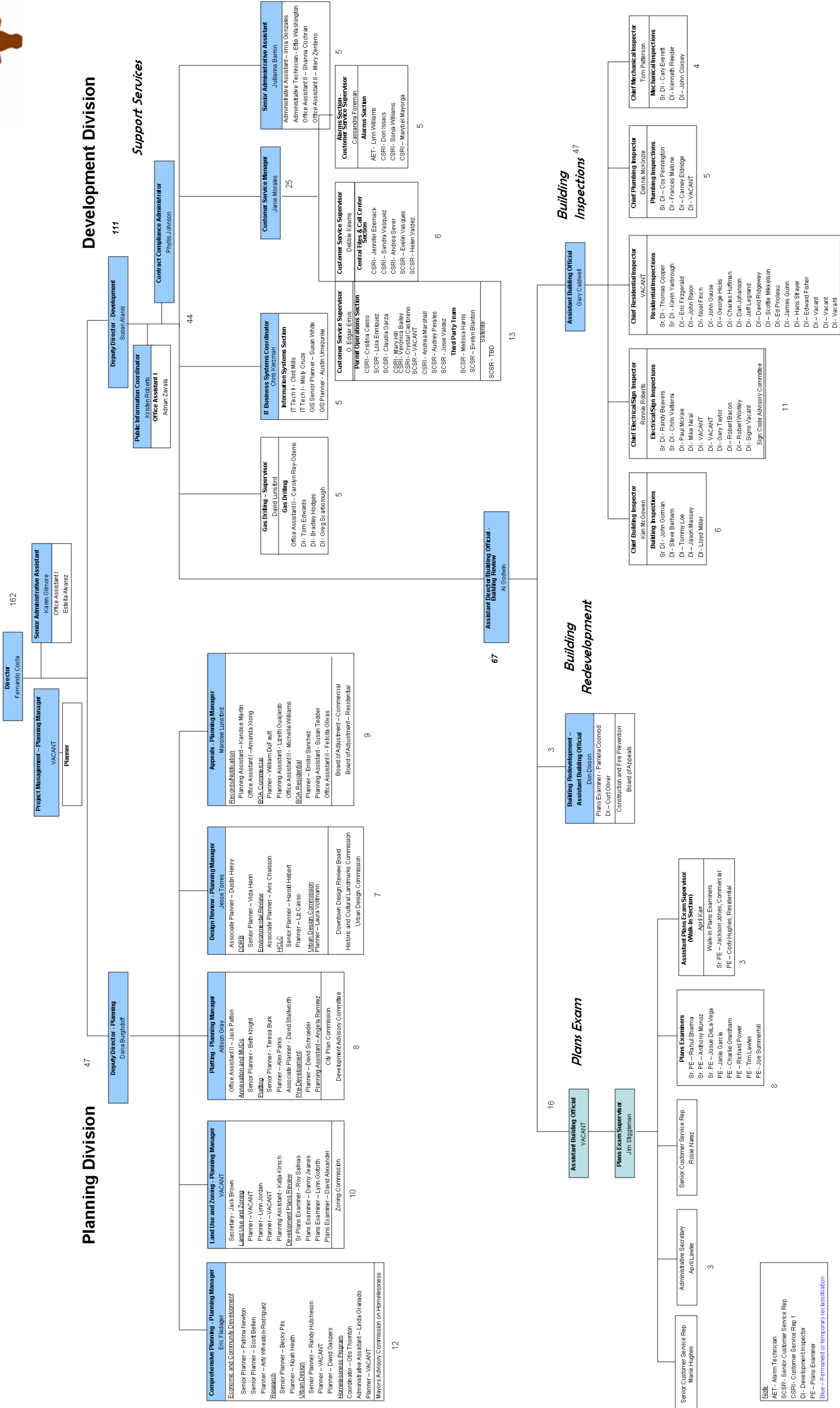
WATER COMPANY

City of Ft. Worth  
1000 Throckmornton Street  
Fort Worth, Texas 76102  
Contact: Dana Burghdoff  
Phone: (817) 392-8018  
Fax: (817) 392-8016  
Email: [Dana.Burghdoff@fortworthgov.org](mailto:Dana.Burghdoff@fortworthgov.org)

CABLE T.V.

TBD

# Planning and Development Department



## **PLANS APPROVAL**

### **DRAWINGS AND SPECIFICATIONS**

It is the intent of the Landlord through the design parameters incorporated into this Tenant Manual to encourage the Tenant and/or Tenant's architect to produce innovative designs exhibiting the highest standards of retail store design and construction, and to require that designs and materials be compatible with the architectural style and character of the development. Tenant designs shall be in accordance with City of Ft. Worth standards and submitted to the City of Ft. Worth for review and approval.

### **LANDLORD'S LEASE REQUIREMENTS**

Drawings and specifications shall be prepared by a licensed Architect registered in the State of Texas and shall bear the shopping center's name, name of Tenant, store number and the Architect's registration seal, number and signature.

### **LANDLORD'S APPROVAL**

Applicable as set forth in the Lease Agreement and as contained herein.

Tenant shall submit to the Landlord's Tenant Coordinator three (3) sets of preliminary prints, which shall include the following as a minimum:

- A. Key plan showing location of Demised Premises within the shopping center.
- B. Floor plan locating all partitions, doors, store fixtures, plumbing fixtures and other construction.
- C. Rendered elevation of storefront at 1/4", including intended signage and exterior lighting. Submittal information for façade improvements should include photographs of existing storefronts at other location if similar to proposed storefront design.
- D. Identification of all surface materials, finishes and colors.
- E. Location and quantity of all items required to penetrate roof. Tenant rooftop units must be installed within the roof area designated on the structural roof framing plans and shown on the Shell Plans & Specifications.
- F. Rooftop unit requirement in tons, air distribution system and operating weight.



- G. Separate color chips and samples of storefront materials (finishes) firmly affixed to 8 ½" x 11" illustration board and labeled. Where patterned samples are submitted, a large enough sample of the material must be submitted to indicate the pattern and the range of color of the material.
- H. Location of electrical and telephone panels.
- I. Reflected ceiling plans.
- J. Preliminary electrical plan & electrical load summary if anticipated to be in excess of 15 watts/square foot.
- K. Preliminary plumbing requirements if in excess of the standard 2" water line and 4" sanitary line.
- L. Description of any special features not adequately described by the above.
- M. Any proposed exterior work (i.e., landscaping, outdoor eating, exterior freezers, compressor units, etc.).
- N. Any proposed block-out areas for duct work in multi-story buildings.

Tenant acknowledges that Landlord reserves the right to perform any part of Tenant's work that would be required by code to secure a certificate of occupancy prior to start of Tenant's construction or during Tenant construction. The cost of this work will be deducted from Tenant's allowance or reimbursed by Tenant at completion of the subject work by Landlord.

Following submission and approval of the preliminary plans in accordance with the terms of the Lease, the Tenant shall submit to the Landlord's Tenant Coordinator four (4) sets of completed construction documents containing all of the information required for the preliminary plans, as well as the following information:

- A. Complete detailed dimensions on all plans, elevations, section details, schematics or other graphic representations.
- B. Complete detail drawings of all elements, including the storage/mercantile area, fire separations and fixture layout. Floor Plans drawn at 1/8" scale minimum.  
NOTE: Any Tenant involved in preparation of food on premises and who requires any type of external grease waste receptacle shall indicate size and preferred location of receptacle on the appropriate service court plan. The plan shall be included in submittal to the City of Ft. Worth for review and approval in accordance with pages 10, 11.
- C. Specifications describing all materials, systems, components and work, including the statement that all work complies with all current codes and ordinances.

- D. Reflected ceiling plan (1/8" scale min.) locating all lighting, emergency lighting and exit signs, air conditioning, fire protection devices, including sprinkler heads and all other materials to be incorporated in the ceiling.
- E. Complete description of structural support for all Tenant items requiring such support, including load information on all such items, roof curb detailing with required structural modifications to frame new roof openings. All materials, modifications and any work of a structural drawing marked "S", appropriately detailed and stamped by a Structural Engineer registered and licensed in the State of Texas. Provide dimensioned details of Tenant's storefront connection to Landlord's bulkhead and neutral pier conditions.
- F. Plan, elevation and section of storefront including any awning(s) at 1/4" scale minimum and larger scale details of storefront as required.
- G. A complete electrical plan with the following information must be submitted, with a complete description of all electrical equipment, distribution systems and loads, including riser diagrams. Service will be 277/480 volt for all blocks except blocks 2 & 9. Electrical service at blocks 2 & 9 is 120/208 volt.
  - 1) Electrical fixtures, outlets and equipment locations.
  - 2) Single-line diagrams.
  - 3) Final fixture schedule with manufacturer's datasheets and lamping characteristics.
  - 4) Panel loads with total load, including wattage per square foot. Provide connected load summary sheet.
  - 5) Fire alarm, detection system including HVAC smoke detection.
  - 6) Total connected loads.
- H. A complete description of all heating, ventilating and air conditioning equipment and related systems, that is in addition to the rooftop package units.
  - 1) Equipment capacities (heating and cooling).
  - 2) Equipment efficiencies (heating and cooling).
  - 3) Air distribution systems.
  - 4) Exhaust systems.
  - 5) Control systems.

- 6) Roof plan indicating all roof-mounted equipment with details and sections as required to accurately describe any and all roof penetrations. Drawings shall accurately describe intended roof opening support, curbing, flashing, counter flashing, sealants, weatherproofing, non-penetrating surface mounts, etc.
- I. A complete description of the plumbing system including provisions within the same to accept the condensate from the HVAC systems.
- J. Distribution and magnitude of all dead and live loads imposed by Tenant construction on Development construction.
- K. Interior finish and color schedule with color chips and sample swatches with flame spread ratings, per code requirements.
- L. Door schedule, including door hardware and fire ratings.
- M. Name and telephone number of Tenant representative and Tenant's construction representative and contact.
- N. Estimated earliest date to begin Tenant's construction work.
- O. Estimated time required to complete Tenant's construction work.
- P. Tenant's contractor's construction schedule to be provided to Landlord's Tenant coordinator at time of check-in. See page 33.
- Q. Key plan indicating location and space number of the Premises in the Development.
- R. Updated color chips and samples of storefront materials, if different from preliminary submittal.

Submit plans to Landlord's Tenant Coordinator:

Cypress Equities  
15601 Dallas Parkway  
Suite 400  
Addison, Texas 75001  
Phone: (972) 361-5368  
Fax: (972)361-5928  
Owner's Representative: Jennifer Dicks

## **CITY OF FT. WORTH**

### **APPROVAL**

In addition to submitting plans and specifications to the Landlord's Tenant Coordinator, it shall also be the Tenant's responsibility to comply with all applicable requirements of all local governing codes and to obtain all necessary permits through the submission of plans and specifications to the City of Ft. Worth Building Department and Health Department where applicable.

The submission of plans and specifications to the City of Ft. Worth shall only be after correcting all errors and omissions and incorporating the Landlord's comments. The submittal to the City shall include Landlord's approval. Permit Applications may be downloaded from the City's website [www.ftworthgov.org](http://www.ftworthgov.org).

Submit (3) sets of drawings (prints) to:

City of Ft. Worth Planning & Development  
1000 Throckmorton, Lower Level  
Fort Worth, Texas 76102  
Phone: (817) 392-7820  
[www.fortworthgov.org/planninganddevelopment](http://www.fortworthgov.org/planninganddevelopment)

Submit (3) sets of drawings (prints) of the Tenant improvements listed in the "Complete Construction Documents" (see pages 6-10).

Drawings should also include:

- A. Grease waste receptacle (if required by food preparation Tenants) size and preferred location in adjacent service court.
- B. Location and height of all roof mounted equipment.
- C. Structural drawings detailing attachment of exterior signage stamped by a Structural Engineer licensed in the State of Texas.

Submit to:

City of Ft. Worth Planning & Development  
1000 Throckmorton, Lower Level  
Fort Worth, Texas 76102  
Phone: (817) 392-7820  
[www.fortworthgov.org/planninganddevelopment](http://www.fortworthgov.org/planninganddevelopment)

Any approval or consent by Landlord, Landlord's Tenant Coordinator or Developer shall in no way obligate Landlord in any manner whatsoever in respect to the finished product design and/or construction by Tenant. Any deficiency in design or construction although same had prior approval of Landlord, Landlord's Tenant Coordinator, Landlord's Architect/Engineer or Developer shall be solely the responsibility of the Tenant. All materials and equipment furnished by Tenant shall be new and all work shall be done in a first-class workmanlike manner.

Tenant shall contract with a contractor who is recognized in the industry as a retail contractor familiar with working in a retail center and on a condensed schedule.

Tenant's General Contractor shall be in possession of a current license issued by the State of Texas General Contractors Board and shall provide a copy of such license to Landlord's Tenant Coordinator prior to commencement of construction.

## **DESIGN CRITERIA**

### **GENERAL**

Each Tenant (if applicable) shall design its own storefront/awning/signage according to the criteria contained in this document and obtain the approvals of the Landlord and the City of Ft. Worth as prescribed.

### **DESIGN INTENT**

The requirements contained herein are intended to encourage individualistic, varied and distinctive storefront design. Designs which are contemporary, elegant, well detailed and sophisticated are required by the Developer. Storefront designs which do not indicate high quality and level of detail will not be approved. The attached drawings are sample indications of the general design direction desired; however individual creativity on the part of the Tenant (within these general guidelines) is certainly encouraged.

### **METHOD**

The following subsections define the general requirements for:

- A. Storefront Criteria - Definitions, requirements, options, etc. The examples shown are to explain intent and not to be used without the approval of the architect.
- B. Signage Criteria - Definitions requirements, options, etc. Examples are included to show blade sign and banner brackets as well as examples of use.
- C. Awnings Criteria - TBD

- D. Store Design Criteria – Tenant’s store design must incorporate, but not eliminate or undermine, the features considered essential to the shell design and overall concept of the center (i.e., tower elements, tower entrance, etc.). With store front systems that include glass above 10’ that allow HVAC equipment to be seen from the exterior of the building (i.e., above the ceiling) the Tenant shall be responsible for shielding the equipment from view by use of either a storefront rated film, painted gypsum board, or some other Landlord approved material at Tenants sole cost and expense subject to Landlord’s approval, which may not at any time void storefront warranty.

Each Tenant is required to verify that they are in receipt of Tenant Manual as described in the written Transmittal of those items to the Tenant which have been prepared for their particular space. Also included in the criteria for specific spaces shall be the Lease Plan, specific building drawings, Tenant Lease Outline Drawing (L.O.D.) and other information that pertains to that specific Tenant space.

## **FLOOR SLABS**

All slab on grade concrete shall designed for a 100 pounds per square foot load bearing capacity. Slab designs are available upon request. It shall be the Tenant’s responsibility to provide the rear 15’ of floor slab measured from the rear wall toward the front of the Tenant space. Tenant shall provide termite treatment and evidence thereof prior to pouring slab. (Saw cut control joints 1" deep with maximum modular spacing of 15' x 15'.) On new slab construction, it shall be the Tenant's responsibility to properly match the elevation of the adjoining slab, or should there be a difference in elevations, the Tenant will be responsible for making the proper transition between elevations in a safe manner so as not to create any hazards. Tenant shall be responsible for confirming actual condition at Tenant's individual location, including any special requirements for slab construction. Tenant may elect, upon written approval by Landlord, to set back its show window line from the lease lines or other storefront element within the Premises. If such new setback storefront configuration is established, Tenant shall furnish and install sidewalk material consistent in quality, color and pattern to the Shopping Center sidewalk material or alternative material approved by Landlord, within the area extending from the established maximum storefront lease line to such new configuration of the storefront line. Tenant to provide specific detailing for Tenant slab edge adjoining Landlord hardscape slab edge. Where physical restraints or other conditions require the Landlord to pour the Tenant’s slab, it will be done in accordance with the above criteria with adequate block-out provided for Tenant’s tie-in to sanitary sewer and all costs of said work will be charged to the Tenant. (See Landlord Construction Charges.) All concrete slabs on grade must be pumped from the rear of Tenant space (“back of house”).

## **COLUMNS**

Tenant's space shall have painted or unpainted structural steel columns and Tenant may not finish or cover the same without Landlord's prior written approval and all such covering materials shall be sufficiently fire retardant to comply with the requirements of the Landlord, the local building and fire department codes, the against fire. It should be noted with respect thereto that the demising wall columns and/or column wraps may be National Board of Fire Underwriters and the insurance companies insuring the Demised Premises (and the building of which the Demised Premises form a part) thicker than the demising walls and may project slightly into Tenant's area.

## **ROOF PENETRATION**

Roof structure over Tenant's space shall consist of structural steel framing, bar joists, decking, insulation and a steel, wood, or composite structural roofing system. All required penetrations of the roofing system must be clearly shown on Tenant's preliminary and final plans and specifications and approved by Landlord. All penetrations are to be performed by Landlord's project roofer at Tenant's sole cost. Tenant must coordinate any penetrations into post tension structure, elevated deck, or parking deck with Landlord, shell plans and specifications, and structural engineer; LA Fuess (contact Ann Piazza). Any damage caused by said construction shall be the tenants sole cost and responsibility.

## **EXTERIOR WALLS**

In previously unleased space the exterior metal stud wall framing of the shell construction will be left exposed inside the Tenant area. These walls will be finished by Tenant at Tenant's expense as approved by the Landlord and will include the furnishing and installation of a minimum of R-11 fiberglass insulation batts from floor to roof deck by the Tenant. Tenant shall not penetrate exterior walls without Landlord's prior consent. Any planned modifications to the exterior shall be detailed on Tenant's drawings.

The rear side of the storefront/bulkhead wall located between the neutral columns and above the storefront opening shall be covered with one layer of airtight 5/8" gyp board by the Tenant up to the roof deck construction and shall conform to UL #465.

## **INTERIOR WALLS**

Landlord provides metal studs at the interior perimeter Tenant demising walls. Completion of the demising wall will consist of 5/8" fire resistant gyp board taped and bedded airtight against the roof deck and properly fire caulked in accordance with applicable codes.

The dividing line between Tenant spaces may or may not coincide with column center lines. All treatments, finishes and furring desired by Tenant related to those columns occurring on dividing lines and inside the Demised Premises shall be performed by Tenant at Tenant's sole cost and expense and in strict compliance with the Building and

Fire Protection code requirements, as well as the requirements of the National Board of Fire Underwriters and the insurance companies insuring the Demised Premises (and the building of which the Demised Premises form a part) against fire. Tenants are responsible for completing demising partitions that prevent the passage of undesirable odor and noises from their space to adjoining Tenants.

## **STOREFRONT REQUIREMENTS**

The storefront area is defined to be the area from the finished floor to 10'-0" to 15'-0" vertically above the finished floor and horizontally from the inside faces of the neutral columns at each side. (Some exceptions may occur at specific buildings. Verify heights in specific Tenant criteria). The storefront plane is defined to be the storefront area at the lease line. All of the storefront must occur at or behind the storefront plane except as allowed or required by items listed below or as illustrated in the drawings at the end of this Tenant Manual:

See construction documents for neutral column details for each building. Tenant to install interior finish at neutral columns.

All storefront work requiring structural support shall be supported at their head sections by a welded structural steel framework, which in turn is supported from the floor and braced to the existing building steel structure. All wood in conjunction with storefront work shall be exterior grade, kiln-dried, mill quality. Tenant shall use tempered plate glass where required by code. All materials shall be exterior grade and suitable for weather exposure.

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

General Rental Tenants without Owner-provided canopies or covered walkways shall comply with two items selected by the Tenant from items A, B, C or D below in addition to items E, F & G.

General Rental Tenants with Owner-provided canopies or covered walkways shall comply with E, F & G.

These criteria and their requirements are as follows:

### **CONFIGURATION**

#### **A. Door Covering/Canopy:**

- 1) Door may be behind the lease plane if sufficiently deep to provide covering for the door(s).
- 2) Door covering may not:



- a) Extend more than 4'-0" in front of lease plane.
  - b) Extend lower than 8'-0" above finished sidewalk.
  - c) Cover more square footage than linear footage of the front lease line.
  - d) Extend above the top of the storefront area except for ornamentation which may be above but not attached, connected or supported in any way by anything outside of the storefront areas.
- 3) Door covering must be constructed of permanent materials unless it is part of a canopy design similar to window canopies.
  - 4) Entrance will be allowed to project into the signage area.

B. Window Canopies:

- 1) May not extend continuously from neutral column to neutral column.
- 2) Must be totally within the storefront area and not less than 8'-0" above the finished sidewalk.

C. Projected Display Windows:

- 1) May be bow/bay/box individual display / highlight window.
- 2) May extend in front of the storefront plane but not more than 3'-0".
- 3) May not be continuous along storefront nor encompass a total plan area greater than 50% of the front lease line linear footage. (i.e. 40' lin. ft. of Tenant Lease Front will allow 20 SQUARE FOOT of projected display windows.)
- 4) May not extend closer to floor than 16" nor more than 12'-0" above finished floor.

D. Window Landscape Boxes:

- 1) Design must be integral with the total design.
- 2) Must be supported by the storefront structure, waterproofed and provide for adequate drainage (including porous drainage material and filter fabric) if not covered by canopy.

- 3) May be supported by the sidewalk in front of the lease plane if the planter is not attached to the storefront.
  - 4) Must be adequately maintained (planting, flowers, etc.) by the Tenant.
  - 5) May not extend more than 3'-0" in front of the lease plane (inclusive of display window protection).
- E. Blade Sign: See the criteria for Blade Sign under the section entitled Sign Criteria for additional descriptions.
- F. Entrance Doors that are Distinctive by Design, Materials, Construction, Finish, Hardware, etc.
- G. Distinctive Lighting (for visibility, accent and safety) at the Tenants entrance.  
NOTE: Tenant is solely responsible for the lighting of the storefront entrance. (See H. Below)

Time Clock:

- 1) A seven calendar-day, 24 hour time clock shall be provided by Tenant for illumination of Tenant's storefronts, show windows, and signs during the required hours of dusk to 1 hour past closing.

H. Lighting Criteria:

General Criteria:

- 1) All lighting shall be a minimum of 80 cri (Coloring Rendering Index)
- 2) All lighting shall be a maximum of 3500K (Color Temperature)

Specific Criteria for Storefront/Display Windows:

- 1) Light levels (illuminance levels) shall be between 40 foot-candles maximum at storefront display windows.
- 2) Light levels at jewelry store display windows and other similar specialty Tenants requiring greater highlighting of merchandise will be reviewed on an individual case basis but shall not exceed 250 foot-candle maximum at the storefront display window. All lamps shall be shielded from direct view. Directional lights shall be installed so that they illuminate only the task and the lamps are not visible.

Specific Criteria for Storefront Exteriors:

- 1) Contrast ratios (luminance ratios between any part of the store and the adjacent public surfaces and/or adjacent storefronts shall not exceed 15:1.
- 2) All exterior lighting fixture lamps shall be shielded from direct view. Directional lighting fixtures shall be installed such that they illuminate only the intended object(s) and the lamps of such fixtures shall be shielded from direct view.

## **STOREFRONTS**

All storefronts must:

A. Incorporate weather resistant materials such as:

- 1) Wood: Exterior grade wood, moldings and paneling shall be properly prepped, caulked, primed and painted or stained and sealed with highest quality UV inhibiting paints, stains and sealers.
- 2) Ornamental/Detail molding such as GFRC
- 3) Natural tones
  - a. Marble
  - b. Slate
  - c. Granite
  - d. Limestone
  - e. Brick
- 4) Cast stone (individual masonry units only).
- 5) Terra cotta or ceramic tiles.
- 6) Architectural precast concrete
- 7) Polished or sealed non-ferrous metals
- 8) Properly prepped and painted ferrous metals

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

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

C. Storefront glass systems may be one or a combination of:

- 1) Anodized aluminum, Kynar finish aluminum or stainless steel frame systems but only if trimmed by items described in Section A above. Submit factory finish sample for approval. Bright primary colored aluminum finishes will be considered on an individual case basis, especially when those colors/finishes are recognized as part of a Tenant's trademark identification.
- 2) Painted or stained wood windows/doors, as approved by Owner/Landlord on an individual basis.
- 3) Steel or iron window/door systems with a factory finish.  
NOTE: Storefront glass systems C. 1), 2), 3) are subject to City of Ft. Worth Planning Division review and approved plans to Planning Division. See page 10 regarding submittal of Landlord approved plans to Planning Division.
- 4) Butt joint (mullion less).

D. Shall have minimum 8" high base of impervious materials such as listed in item A above. Projected display windows shall have minimum 16" high base per C.4, pg 15.

E. Shall be caulked to Landlord's fixed or neutral piers with a caulking color approved by Landlord.

## **SUBMITTALS/APPROVALS OF PROPOSED STOREFRONTS**

Each Tenant shall supply to the Owner/Landlord three (3) copies of the storefront submittal to include the following:

- A. Elevations at 1/4" = 1'-0" with materials noted.
- B. Sections of each cross section profile at 1/2" = 1'-0"
- C. Large scale details of moldings/trim.

- D. 8 ½ x 11 labeled color chip and material sample board.
- E. Computer disc (3.5", format: AUTOCAD 14, AUTOCAD 2000 OR dxf) if available.
- F. Color rendering or photograph of a similar storefront in existence at another location.

## **STOREFRONT RESTRICTIONS**

Only written approvals from the Owner/Landlord are valid.

- A. Storefront construction shall extend from the floor slab to the underside of the neutral band (see Tenant Storefront sections for height) and shall extend horizontally to the neutral piers at each side of the Demised Premises.
- B. Storefronts shall be designed, fabricated and installed by the Tenant at Tenant's expense. All storefront glass must be tempered.
- C. Storefront opening height shall be no less than 8'-0" above finish floor.
- D. Swinging doors shall not project beyond the Tenant lease line.
- E. Thresholds shall maintain a flush elevation with the Landlord's sidewalks and any necessary recessing shall be installed in a manner that will not damage the sidewalk.
- F. The following materials are **prohibited** on the storefronts:
  - 1) Simulated versions of brick, stone, or wood except cast stone or GFRC molding.
  - 2) Plastic laminates.
  - 3) Fiber board.
  - 4) Pegboard walls and pegboard fixture systems.
  - 5) Vinyl wall covering or wall paper.
  - 6) Painted gypsum board, plaster and similar materials.
  - 7) Plastic, vinyl or reflective material.

- G. All Tenant storefronts shall be structurally independent when practical and shall not be suspended from the Landlord's neutral band, bulkhead, roof structure, or attached to the metal roof deck. If support is required by building frame complete structural drawings are to be submitted with all structural design criteria, calculations, notes, etc. shown on drawings and sealed by a registered structural engineer in the State of Texas. (See Storefront Requirements, pg. 14) Any modification to the Landlord's structural system, including additions, alterations or otherwise is not permitted without specific written approval from Landlord and from City of Ft. Worth Building Division.
- H. Storefronts shall be constructed of noncombustible materials as required by code. Where fire resistant treated materials are permitted as approved by jurisdiction authorities they also may be used when accompanied by U.L. label and appropriate treatment certificate.
- I. Storefront design should relate to the character of West 7th to the extent possible.

## **SIGN CRITERIA**

### **REQUIREMENTS**

- A. This Sign Criteria is designed to insure quality of signage within the Center. The requirements contained herein are intended to provide adequate exposure for the Tenant's merchandising and identification while maintaining the overall appearance critical to the success of the Center.
- B. Tenant signage must meet applicable codes. If Tenant signage exceeds square footage allowed by code, Tenant is responsible for pursuing city variance at Tenant's sole cost and expense.
- C. All Tenants are required to purchase and install their own signs and pay all cost for installation and any electrical service connections (to the Tenant's individually metered service) as required. The storefront and blade signage ( if applicable) must be installed on or before Tenant opens for business in Tenant space.
- D. To verify compliance with the design intent of these Criteria, the Owner/Landlord reserves the right to review and approve or disapprove all proposed signs and/or graphic treatment governed by these Criteria per the Owner/Landlord's interpretation of these Criteria, and to require revisions of any sign design which the Owner/Landlord judges not in compliance.
- E. Tenant shall be responsible for removal of its sign upon termination of lease. Fascia and other damaged or otherwise altered building elements shall be returned to the original condition and all penetrations appurtenant to the Tenant's sign

installation shall be repaired by the Tenant to the satisfaction of the Owner/Landlord.

- F. Tenant shall not erect, install, paint or fix any signs, posters, cards/banners or other advertising medium to, upon or above the exterior of the premises of the building, nor on the interior or exterior of the premises of the building, nor on the interior or exterior of the glass surface of the windows and doors, except as stated herein. Tenant shall be held liable and shall bear all costs for removal and/or correction of sign installation and damage to building by signs that do not conform to the Sign Criteria or those signs required to be removed by termination of lease. The Owner/Landlord reserves the right to have all non-conforming signs removed regardless of state of erection.
- G. The Owner/Landlord reserves the right to make periodic changes to the Criteria, when approved by the City, as it sees fit for the benefit of the Center.
- H. All Tenant signs must be fabricated by a sign vendor with at least 5 years verifiable experience in business fabricating the type of sign the Tenant wishes to produce. All Tenants must submit at least 5 references from the sign vendor. References must include a letter from a past client for whom they produced a sign within the last six months and a photograph of the sign referenced. All sign vendors are subject to approval of the Landlord.
- I. Each Tenant shall supply three (3) copies of Sign Contractor's scaled drawings to the Owner/Landlord for review. The drawings should include elevations, sections, details, colors of letters, trim caps and returns and all other signage shown on the storefront elevations. The submittal shall also include an 8 1/2" x 11" labeled color chip and material sample board for all proposed signage materials. Upon approval of the Tenant's signage by Landlord, Tenant shall submit (1) copy of approved drawings to City of Ft. Worth for approval/permitting. See also "City of Ft. Worth Approval", (pg. 10). Blank sign applications can be downloaded from the City's website at [www.ftworthgov.org](http://www.ftworthgov.org). The permit(s) should be filled out and submitted to the City along with the Landlord approved signage drawings. A separate permit is required for each sign.
- J. Tenants with a national logo, service mark or word mark may use their mark and typestyle subject to the Landlord's and City of Ft. Worth's approval. Tenants without a locally or nationally recognizable logo may choose from the three typestyles shown on the plan and may use a logo or mark on the front elevation only.
- K. Sign fabrication and installation shall comply with any applicable Building Codes and the National Electrical Code, and all internal and external wiring, lighting, and other electrical devices shall bear the U.L. symbol. It is the Tenant's responsibility to verify that its sign and installation are in accordance with these requirements and have the City's approval.

- L. Tenant is responsible for maintaining its sign in a good state of repair including prompt replacement of burned out lighting or damaged components. Tenant has 24 hours to initiate repairs and 48 hours to make repairs after being notified in writing by Landlord.
- M. All signs shall be mounted according to Owner/Landlord approved drawings/details. All fasteners shall be of non-corrosive material and concealed. Installation shall be by Owner/Landlord approved Sign Contractors only or Tenant's national signage contractor.
- N. Sign company names or stamps shall be concealed if permitted by Code.
- O. No animated components, flashing lights, exposed bulbs, colored lighting, formed plastic, injection molded, box type or solid panel signs are permitted.
- P. No temporary signs or banners shall be permitted without Landlords prior written approval.

## **SIGNS/GRAPHICS**

Tenant signage consists of the following types:

- A. Signage: Tenant is permitted signage in the quantity, size and area in accordance with local applicable codes and attached signage graphics. The sign is limited to the trading name of the Tenant or descriptive phrase or word. Tenant may also incorporate with Landlord's and City of Ft. Worth's approval, logos or names on both glass areas and awnings (secondary signs). The primary and secondary signs cumulative area is limited by the City's approval.
- B. Storefront:
  - 1) Address Number: All Tenants shall provide on the entrance doors or transom above the door or other approved location the address number (information by Owner/Landlord) to identify premises. Rear service door will be identified by the Landlord.
  - 2) Materials: The Owner/Landlord encourages innovation of design and sophistication of materials used in all storefront signage.
  - 3) Canopy Graphics: Additionally, graphics such as logos, crests, letters, etc. may be placed on the entrance over/canopy and/or window awnings on a limited bases, as noted in A above and as specified in the approved Comprehensive Sign Plan.



C. Blade Signs: Blade signs are secondary signs and are limited by the maximum sizes stated below as well as the maximum allowable cumulative square footage stated in the City of Ft. Worth design parameters.

- 1) Must extend perpendicular to storefront plane but no more than 3'-6" from the surface to which it is mounted nor more than 3'-6" total in front of the Tenant lease line.
- 2) May not extend below 7'-6" above finished floor.
- 3) Face area may not exceed 7 SQUARE FOOT not including area of bracket.
- 4) More than one blade sign is permissible at corner store locations only but the total face area may not exceed 12 SQUARE FOOT for 2 signs. No more than two (2) blade signs per Tenant will be allowed and then only if Tenant occupies a corner location.
- 5) May not be a simple rectangle or square, unless as part of a generally recognized logo or design.
- 6) Must be attached to either a bracket of the Landlord's design or a bracket designed by Tenant with Landlord's approval. Bracket and mounting by tenant with Landlord's approval.
- 7) Adjacent Tenants can not locate their Blade Signs on the same neutral pier which separates them.
- 8) Thickness shall be a minimum of 1 1/2" around the entire perimeter. In the case of a metal sign this can be in the form of an appropriately proportioned frame or perimeter band.
- 9) May be fabricated from metal (no bare metal) or wood.
- 10) May not be molded, vacuum formed fiberglass or plastic.
- 11) May not be internally illuminated. External illumination of the blade sign from appropriate adjacent lighting is acceptable. Directional lighting fixtures used for accenting the blade sign(s) shall be full cut-off accent lights directed at the blade sign only and the lamps shall be shielded from direct view.

D. Open/Closed Sign: Each Tenant may provide at its option one (1) with a maximum overall area of 12" x 12" indicating the hours of operation. This sign shall be located within 5'-0" horizontally of the Tenant entrance. Open/closed signage may not be applied to storefront.

- E. Service Entrance: Tenant shall provide identification signage at rear service entrance. Copy shall be pre-spaced, die-cut vinyl letters, self-adhesive matte white, 3.5 mil thickness equal to Scotchcal installed on Tenant rear door. Service entrance door signage will be provided within a maximum area of 2 square foot.

## SIGNAGE

- A. Illuminated Signs: All Tenant identity signs shall be illuminated. Any internal illumination shall be accomplished with white argon only. The following types are allowed.

- 1) Individual, dimensional, architectural metal letters lighted by external light fixtures. Letters must be  $\frac{3}{4}$ " minimum thick metal letters with baked enamel or equivalent finish (NOTE: all paint finishes must have a minimum five (5) year exterior use guarantee against fading, chipping or peeling). Letters are to be mounted to building on studs with a  $\frac{1}{4}$ "-  $\frac{1}{2}$ " set off the building. All lamps shall be shielded from direct view.
- 2) For internally illuminated letters individual channel letters with 5" returns fabricated using .063" gauge aluminum, minimum, for the sides of the letters and .808" gauge aluminum for the backs of the letters. Returns (sides) and exposed fronts of letters (in case of reverse channel letters will have a painted finish that carries a five (5) year warranty.

Two methods of using individual channel letters/logo are acceptable. These two methods are listed below.

- a) Closed face channel letters with Lexan surface and 3M film applied over the Lexan are acceptable. All 3M film surfaces must be matte finish.
  - b) Reverse channel letters are acceptable.
- 3) Internal Illumination will be created with 12mm to 15 mm neon on  $\frac{1}{2}$ " tube supports. The neon option has the following requirements.
- a) White light is the only illumination allowed.
  - b) PK housings must be used and painted to match adjacent surface if they are visible.
  - c) Clear standoffs must be used.

- d) No double backs or turn backs.
  - e) All electrodes shall terminate within UL approved Pyrex or porcelain housing conductors. All components are to be inspected and labeled in accordance with UL standard #48 for electric signs.
  - f) Letters shall be mounted directly to the building facia.
- 4) **No raceways are allowed.** Closed face letters must have 3/16" thick Lexan faces with 3M film and a 1" Jewelite trim.
  - 5) Exposed neon shall be allowed ONLY at the discretion of the Landlord on an individual and limited basis, and only when used as part of a nationally recognized logo.
  - 6) Free-standing signage letters attached to horizontal canopies may be lighted by decorative light fixtures approved by Landlord and City of Ft. Worth. Such signage letters shall not be internally illuminated. Directional lighting fixtures used for accenting the free-standing letters shall be full cut-off accent lights directed at the free standing letters only and the lamps shall be shielded from direct view. Plastic, reflective, vinyl and metal awnings are prohibited without specific Landlord approval.
  - 7) Awnings: Internal illumination of awnings is strictly prohibited. Signage or logos applied to the exterior of fabric or metal awnings may be illuminated by decorative light fixtures (such as goose-neck fixtures) subject to approval by the Landlord and City of Ft. Worth. All lamps shall be shielded from direct view. Plastic, reflective, vinyl and metal awnings are prohibited without specific Landlord approval.

B. Size and Location: Refer to Comprehensive Sign Plan



## TENANT SIGN CRITERIA MANUAL

### Introduction

W7th's design evolved from the concept of an urban neighborhood, composed of specialty retailers, restaurants, offices, apartments and condominiums. Signage must be an integral design feature of the Tenant's Storefront concept. Tenant signage shall be designed to compliment the overall Storefront and general building design as well as the broader design goals of the W7th Project. This Tenant Criteria Manual establishes standards of first class quality and design that will ensure compatibility of Tenant signage with the W7th architecture and character, as well as with adjacent Tenants. The Tenant Sign Criteria encourages Tenants to respond with creatively designed and expressive signs that communicate clearly and add vitality to W7th. Well-designed and implemented signs will benefit all Tenants by attracting customers, which directly result in increased sales.

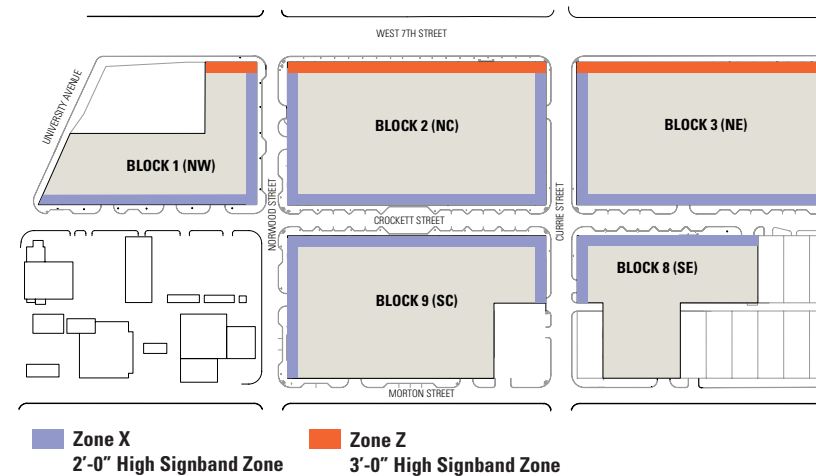
### Landlord's Approval

All Tenant signs are subject to prior written approval by Landlord. Landlord reserves the right to reject any signage which, in Landlord's sole opinion, is inappropriate for W7th. All sign work for the Tenant will be done at Tenant's sole cost and expense. Tenant shall be fully responsible for the workmanship, installation and maintenance of Tenant's sign and the coordination of Tenant's sign contractor.

### Signage Locations

If Tenant is located in Buildings at NC (North Center) or SC (South Center), refer Fig. 1, Tenant shall be allowed to install one illuminated primary sign (the "Primary Sign") over the Tenant's Storefront on the exterior surface of said Tenant's Demised Premises as identified by the terms of the Lease. Signs shall be parallel to and directly over the Storefront entry within the limits of Sign Zone A or Sign Zone B, but not both, as shown on the following page.

Tenant may choose only one (1) of the two sign zones to fulfill the primary sign allowance. Signs shall be limited to Tenant's Store Name letterforms and/or iconographic symbol set forth in Tenant's Lease. No other descriptive elements are permitted on the Primary Sign. Signage shall appear as individual letters and/or symbols. Exterior Tenant signage for Buildings at NC, SC and NE Blocks may be allocated and located at the discretion of Landlord for Tenant in excess of 10,000 square feet. Tenants in Building NE may be allowed signs per the conditional requirements set forth within this Tenant Criteria Manual, or shall be limited per the discretion of Landlord as identified within the terms of the Lease.





## TENANT SIGN CRITERIA MANUAL

### Design and Location Criteria

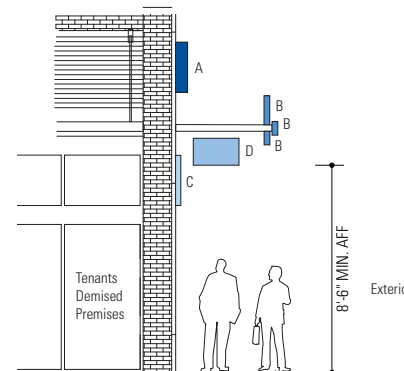
#### 1. Sign Zone A - Wall Mounted Primary Sign.

Generally, a Primary Sign will appear in Sign Zone A, directly over the Storefront entry. Signage may appear anywhere within this vertical zone and must be parallel to the Storefront. Signs may have backgrounds that shall appear architecturally integrated into the overall Storefront design. Cabinet or box construction is not permitted. The horizontal dimension of the sign structure shall not exceed  $x 1.5$  the width of the overall Storefront elevation and shall not exceed an overall vertical dimension of 2'-0". Provided the sign is mounted directly to the Storefront, the sign may extend to a maximum of 3'-0" outward beyond the Lease Line.

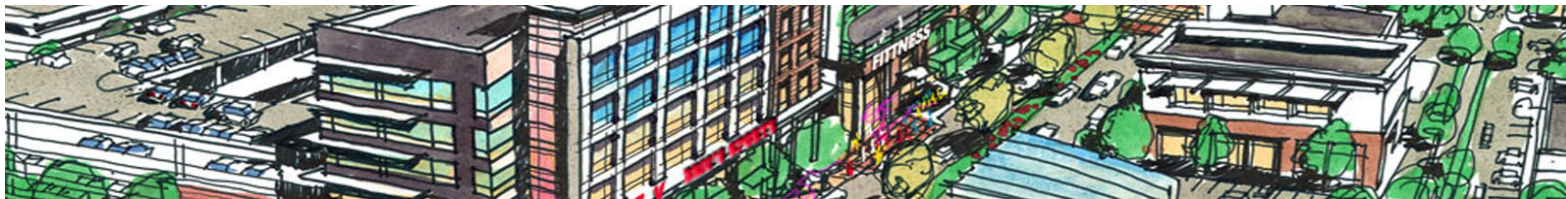


SIGN ZONE A: Sign Mounted Directly to building above Canopy and Tenant Storefront.  
 SIGN ZONE B: Sign at Leading Edge of Tenants Structural Canopy.  
 SIGN ZONE C: Storefront Transom Sign  
 SIGN ZONE D: Blade Sign  
 SIGN ZONE E: Address

#### Storefront Signage Location Sign Zones A, B, C, D, E



SIGN ZONE A: Sign Mounted Directly to building above Canopy and Tenant Storefront.  
 SIGN ZONE B: Sign at Leading Edge of Tenants Structural Canopy.  
 Mount above, below or on front edge of canopy (choose one).  
 SIGN ZONE C: Storefront Transom Sign  
 SIGN ZONE D: Blade Sign



## TENANT SIGN CRITERIA MANUAL

### 2. Sign Zone B - Primary Sign on Structural Canopy.

Tenant may choose to position the Primary Sign on the structural canopy, parallel with and flush to the leading edge of the canopy. The horizontal dimension of the sign shall not exceed 75 percent of the width of the canopy and no portion of the sign shall exceed beyond the maximum vertical dimension of 2'-0". Signs may have a background but must appear architecturally and aesthetically integrated with the canopy design.



### 3. Sign Zone C - Integrated Storefront Transom Sign.

Signs shall be non-illuminated and mounted directly to transom glass (cut-out) or a finished panel inserted within the limits of the transom mullion system only. Tenant will be allowed an internally illuminated fully integrated sign when Tenant elects to utilize Sign Zone C as the Primary Sign for the Tenant's Storefront design.



### 4. Sign Zone D - Blade Signs

Blade signs are encouraged for Tenant. Landlord will determine the quantity and requirements for blade signs. Storefront blade signs and vertical marquee signs shall be sized to their mounting area, and shall not obstruct or obscure other Storefronts or signs or significant Landlord building features. Refer to figures 5 & 6 in this section for more detailed information. Blade signs are required to have a decorative appearance that compliments the building façade and enhances the Tenant's Storefront image.





## TENANT SIGN CRITERIA MANUAL

### 5. Sign Zone E - Building Identification Sign

Freestanding Building facade exposed to W7th. Prohibited on interior street elevations.

With prior written approval by Landlord, if Tenant occupies more than 65,000 square feet of a freestanding building, Tenant may be allowed an additional sign mounted directly to the building face below the parapet. The sign shall be internally illuminated individual channel or reverse channel letterforms and/or iconographic elements. Letterforms are limited to a maximum vertical measurement of 4'-0" with the overall composed sign length not exceeding seventy-five percent (75%) of the building facade over the Demised Premises to which it is directly mounted. No element of the sign shall be positioned closer than 3'-0" to any building edge. Iconographic elements used shall not exceed a total area of 20 square feet.

### 6. Sign Zone F - Special Tenant Signage and Identification.

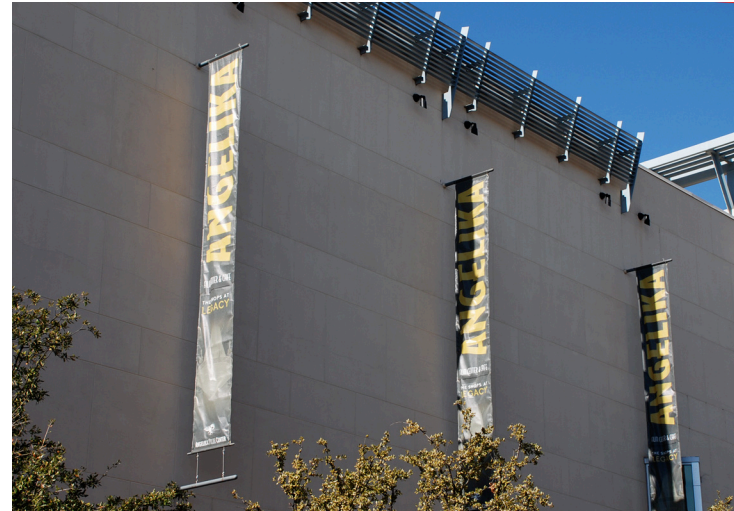
With prior written approval by Landlord, if Tenant's Demised Premises exceeds 15,000 square feet, Tenant may be allowed one (1) additional identity sign to be located beyond Tenant's Demised Premises. The sign location, design and size shall be determined by Landlord.

### 7. Sign Zone G - Column Mounted Sign.

Tenant may be allowed to mount one sign to the face of the exterior column directly in front of the Tenant's Storefront within the limits of Tenant's Demised Premises. The sign shall be non-illuminated, non-ferrous metal or stone with etched and in-filled logo and/or lettering. Sign shall have a 1" return and is to be mounted with non-ferrous concealed hardware/anchors. Tenant must receive prior written approval from Landlord for all such signage.

### 8. Sign Zone H - Vertical Signs & Banners (Above Street Level)

Vertical signs and banners and the armature that mounts to the building may project no further than 5'-0" from the face of the building. The overall length will be in proportion to and reflect the scale of the building facade and surrounding architectural elements. All banner signs are subject to prior written approval by Landlord.



### 9. Sign Zone J - Awning Sign/Canopy Sign

Tenant identification on front linear face of awning. Painted, embroidered, silk screened lettering/logo shall be proportional to the awning or canopy to which they are attached. Canopy signs may be pin-mounted to a canopy surface, or stood upright along a canopy edge.



## TENANT SIGN CRITERIA MANUAL

### 10. Sign Zone K - Window Vinyl Sign

To the extent Tenant's desire to provide Tenant identification on window, applied vinyl lettering/logo may be used to a maximum of 6" in height. Lettering/Logo to be centered side to side between window mullions (sign zone), a maximum of 4'-0" above finish grade. Alternate layouts are subject to Landlord's prior review and written approval.



### 11. Sign Zone L - Address Signs

Landlord will permit applied white vinyl 5" high numerals, refer to fig. 3, in a Univers 67 typeface indicating the Tenant's street address or suite number above the door(s) on the glass or opaque panel per the Tenant's Storefront design. This standardized address sign may be required by the applicable governmental authorities and/or Landlord to provide a means of identifying Store addresses for emergency purposes. Tenant is not permitted to place an address sign that does not meet this standard in material, type, size, and location.

### Tenant Signage Requirements

#### 1. Signage Overview

Fabrication techniques for signage:

Tenant's signage at W7th will be as creative and sophisticated as its surroundings. The following criteria has been developed to assist in creating a unique environment.

#### 2. Preferred Signage

The following are the preferred materials, illumination and fabrication techniques for signage:

- Reverse channel, halo illuminated metal letters and graphics
- Non-Internally illuminated fabricated metal letters and graphics
- Dimensional cast metal letters and graphics, indirectly lit
- Remote illumination (Example: at canopy edge)
- Cast, fabricated, or painted metals
- Incised signing cast into or carved out of an opaque material, indirectly lit
- Stainless steel, perforated metal, wire mesh
- Cast, molded or fabricated 3D objects
- Open face channel letters with Exposed Tube Neon
- Cabinet or box sign





## TENANT SIGN CRITERIA MANUAL

### 3. Prohibited Signage

The following signs are prohibited unless otherwise noted:

- Flashing or animated sign
- Exposed skeleton neon signs applied directly to architectural facade
- Audible or odor producing signs
- Handwritten signs
- Freestanding signs
- Painted lettering on building face (brick/stone/metal)
- Exposed, unfinished aluminum
- Signage with an exposed raceway or electrical connections
- Advertising placards, banners, pennants, names, insignia, or trademarks, or other descriptive material affixed to or maintained on the glass panes, supports of the show windows and doors, or upon the exterior walls of the Storefront or the building in which the Demised Premises are located
- Surface mounted box or cabinet-type signs
- Cloth, paper, cardboard signs or signs of other temporary or non durable materials
- Stickers or decals around or on surfaces of the Storefront
- Exposed raceways

### 4. Office Signage

The following criteria has been established for W7th office signage and is designed to be complimentary to adjacent Storefronts and the overall design concept of W7th. Subject to the review and written approval of Landlord of the signage shall include the following:

- Internally illuminated sign cabinet with opaque routed background panel and individual push through acrylic lettering or opaque sign panel with pin mounted, reverse pan channel, halo illuminated lettering.
- Push-thru acrylic lettering shall be illuminated or halo illuminated (letter returns are illuminated).
- Face Illuminated individual channel letters (including transitional day/night sign faces. Surface mounted raceways are not allowed.

### General Requirements

All signage is to be of the highest quality construction, which shall be fabricated in a qualified shop and installed with appropriate mounting techniques.

1. Cabinet or box signs are permitted only when totally recessed and integrated into the Storefront design. The cabinet or box may not exceed 36 inches in height. The background is to be composed of Storefront materials and be totally integrated with the design. Only letters shall be translucent on the sign face. The background must be opaque. Plastic faced sign panels will not be allowed. Signs must be of the highest quality design and construction. Seams are not permitted in the face of the sign cabinet. Light leaks are not permitted. Cabinet signs with the face panel routed out with acrylic laminated behind are not permitted. Push-through dimensional translucent acrylic letters that extend through the routed opaque sign face must be provided. Illumination is to be provided by neon or fluorescent lighting. Where rear access is possible, a rear access hatch is preferred to reduce visibility. Access from the exterior Storefront side or bottom of the sign for maintenance purposes is not



## TENANT SIGN CRITERIA MANUAL

- permitted; access shall be from inside the store and concealed from view. In the event, the signage cannot be accessed from the interior of the Tenant's Storefront, the face panel is to be hinged to provide access for maintenance, or an access panel is to be located in an alternate concealed location with prior written approval by Landlord.
2. Silhouette-Illuminated Signs (Halo Type): The background surface for signs must be matt and opaque so as not to reflect the image of the neon (light source) contained within the letters. All neon (light source) must be fully concealed within the letters, so as to not be visible from any location accessible to the public. Letters shall be pin mounted at a distance that yields an optimal halo effect. Maximum depth from the face of the letter to the signboard is six inches and must maintain a one inch minimum spacing from the rear of the letterform to the background surface. Standoff brackets shall be mounted in the least visible location to support the letters. Standoff brackets and fasteners visible within the one-inch dimension between the background surface and the back of the letters shall be painted to match the background surface. Halo type signs used in outdoor locations will have a clear Lexan backing on the rear of the letters to prevent birds from nesting in the letters.
  4. Non-Internally Illuminated Panels or Individual Letter Signs: Included types are dimensional panels with a textured design, such as dimensional letters or graphics pin mounted to the face of the Storefront area or base building façade with external, indirect illumination. Non-dimensional letters or graphics less than three inches thick are generally not permitted. Non-dimensional techniques include painting, silk screening, pressure sensitive vinyl, metal appliqué or glass etching. Exceptions to this requirement may be allowed if such signage compliments the overall store façade design. Signs shall not be placed on a background material that detracts from the appearance of the sign. Supplemental lighting must be provided for appropriate signage visibility. The supplemental lighting must be incorporated into the façade design either as a concealed feature or as a design element (i.e. decorative accent fixtures or concealed fixtures mounted on a Tenant canopy that lights back towards the wall mounted signage). Such supplemental lighting shall be compatible with the existing base building façade lighting and is subject to Landlord's prior written approval. Dimensional letter signs or panels applied directly to transparent Storefront glass must have matching dimensional letters on each side of the glass to create a finished appearance from both sides of the Storefront glazing.
  5. Tenant shall submit or cause to be submitted to Landlord for review and written approval before fabrication three (3) prints of its preliminary sign design, including colors and dimensions, and after preliminary approval, three (3) prints of detailed shop drawings indicating the location, size, layout, design and color of the proposed signs, awnings and banners, including all lettering, graphics and mounting.
  6. All signs shall comply with all applicable laws regarding materials, electrical connections and general signage construction. Any permits that may be required by applicable governmental authorities shall be the responsibility of the Tenant.
  7. All signs shall be constructed and installed at Tenant's expense.



## TENANT SIGN CRITERIA MANUAL

8. Tenant, at Tenant's sole cost and expense, shall be responsible for the fulfillment of all requirements of these signage criteria and shall submit samples of sign material, if requested by Landlord.

### General Specifications

1. All electric signs and installation methods shall meet U.L. standards and be U.L.-listed. All illuminated signs shall remain on during W7th's normal operating hours and shall be controlled by an automatic time clock or control system connected to Tenant's power supply.
2. All cabinets, conductors, transformers and other equipment shall be concealed. Exposed raceways are not permitted.
3. All mounting hardware/anchors will be non-ferrous.
4. Electrical service to all signs shall be on Tenant's meter.

### Location of Signs

Signs shall be permitted only in those locations outlined in this Tenant Criteria Manual, unless specifically approved in writing by Landlord and the appropriate governmental authority.

### Design Requirements

1. Tenant's name shall be in their typeface and color that reinforces the Tenant's brand identity and provides sufficient contrast to the background or building color.

2. Background color of signs shall be in a color that reinforces the Tenant's brand identity and provides sufficient contrast to the Tenant's name.
3. All Tenant Storefront entrance identification designs shall be in accordance with this Tenant Criteria Manual, and shall be subject to prior written approval by Landlord. Imaginative designs, which depart from traditional methods, shall be encouraged.
4. Wording of Tenant's signs shall not include the name or type of product sold unless such is part of Tenant's Store Name or insignia unless prior written approval is obtained from Landlord.
5. Tenant shall have identification signs designed in a manner compatible with and complimentary to adjacent Storefronts and the overall design concept of W7th.
6. Tenant is required to have signs designed as an integral part of the Storefront design with letter size and location appropriately scaled and proportioned to the overall Storefront design. The design of all signs, including style and placement of lettering, size, color, materials and method of illumination, shall be subject to prior written approval by Landlord.
7. Each Tenant sign shall be designed to include a variety of materials, fabrication, or illumination techniques to achieve a unique result.



## TENANT SIGN CRITERIA MANUAL

### Tenant Construction Requirements

1. All exterior signs, bolts, fastenings and clips shall be of non ferrous material, stainless steel, aluminum, brass or bronze. No black iron materials of any type shall be permitted.
2. All exterior letters or signs exposed to the weather shall be mounted two inches from the building wall to permit proper dirt and water drainage.
3. All metal letters shall be fabricated using full-welded construction.
4. Location of all openings for conduit and sleeves in sign panels of building walls shall be indicated by the sign contractor on drawings submitted for review and written approval by Landlord.
5. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight manner.
6. No labels will be permitted on the exposed surface of signs except those required by local ordinances, which shall be applied in an inconspicuous location.
7. Tenant shall be fully responsible for the actions and operations of Tenant's sign contractor. Tenant shall be responsible for the repair of any damage caused by Tenant or Tenant's sign contractor and agents.
8. Threaded rods or anchor bolts shall be used to mount sign letters which are spaced out from the background panel; such anchorage shall be sleeved and painted to match sign color. Angle clips attached to letter sides shall not be permitted.

9. Exposed neon may be applied using minimally visible fasteners. Mounting options are limited to the following:
  - Mount inside open pan channel letters
  - Mount to the face, front edge or returns of reverse pan channel letters
  - Mount to the face or front edge of dimensional lettering.

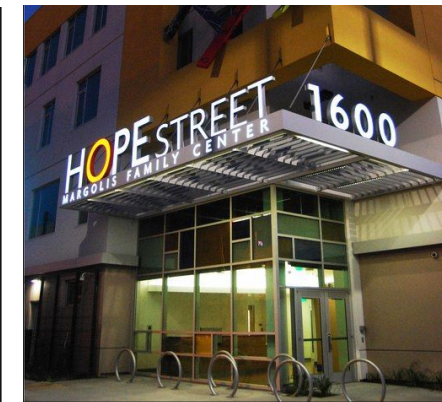
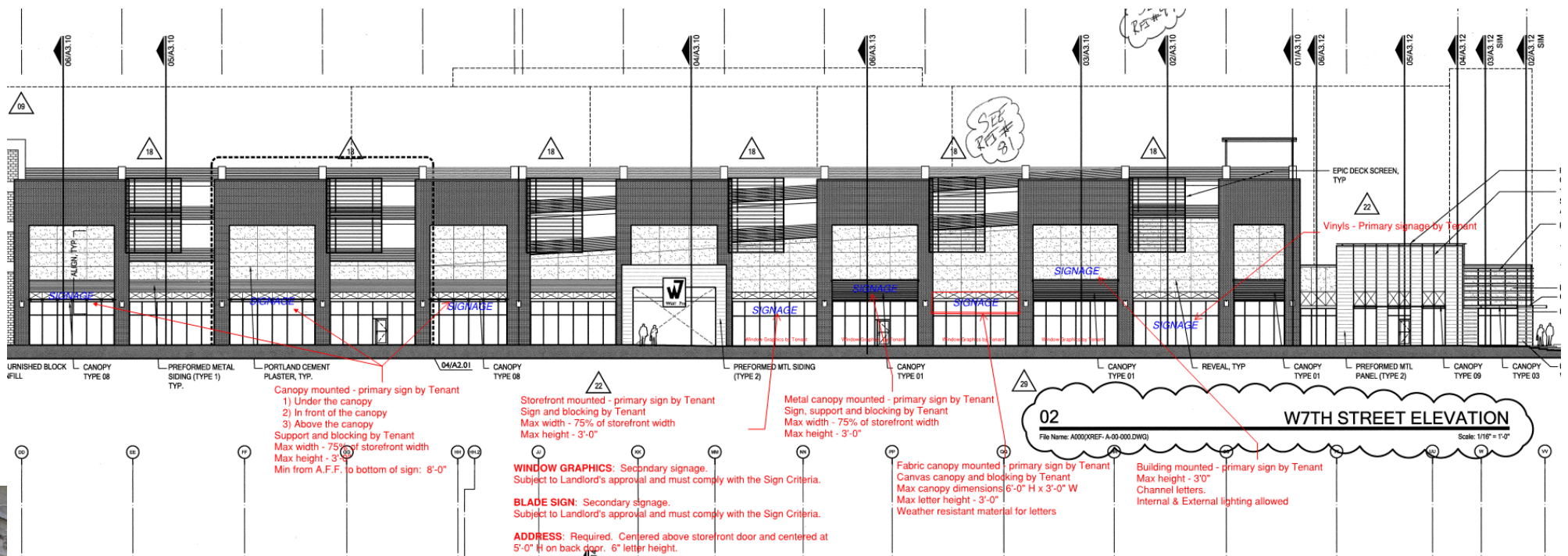
### Maintenance of Signage

1. Tenant signage must be maintained by Tenant at Tenant's sole cost and expense. Tenant shall replace torn and faded canvas signs. All lights on an illuminated sign must be in working order. Tenant must fix faded or broken items on all signs. A sign that has fallen into disrepair shall be replaced or fixed within thirty (30) days of Landlord notification. If Tenant fails to maintain such signage, the sign will be considered abandoned and the sign will be subject to removal by Landlord sixty (60) days after falling into disrepair at full cost and expense of Tenant.

### Address for Signage Document(s) Submission:

Attn: Property Manager of W7th

**STOREFRONT AND SIGNAGE ELEVATIONS FOR  
WEST 7TH STREET TENANTS ARE ON NEXT PAGE**





## Sign Permit Application Requirements

(rev. 11/2007)

Signs in Fort Worth are governed by Chapter 6 Article 4 of the Zoning Ordinance and Chapter 29 of the Building Code. The full text of these documents may be found at [www.fortworthgov.org/planninganddevelopment](http://www.fortworthgov.org/planninganddevelopment).

### General Information

1. Permits are required for all attached and detached signs. In addition, temporary signs, including portable signs, portable signs on trailers and banners, require permits and are allowed in the “CF” and “ER” thru “K” zoning districts. Limited types of temporary signs, including window signs; sale/lease/coming soon and construction signs do not require permits but have zoning and size limitations.
2. A certified copy of a legally registered and recorded plat may be obtained from the Tarrant County Courthouse located at 100 W. Weatherford St. (basement level).
3. Zoning designations for properties may be obtained by going to the following city website at [www.fortworthgov.org/planninganddevelopment](http://www.fortworthgov.org/planninganddevelopment), under Quick Links click on Zoning Overview.
4. Once a sign permit application has been received, the permit will be reviewed to ensure all required information has been submitted. If no other information is required, the permit will be issued. ***The issued status shall not be deemed as approval to proceed until a sign location inspection has been scheduled and approved.*** It shall be the contractor’s responsibility to schedule a “505” sign location inspection and to check on the results of this inspection before proceeding with the project. You may be present at this inspection if you desire. The interactive voice response phone number is 817-392-6370. I.V.R. inspection #'s are: 500 sign final, 505 sign location, 510 sign pier and 515 sign special. You may also go to [www.velocityhall.com/fortworth](http://www.velocityhall.com/fortworth) and research a permit, view inspection results and schedule inspections (you must register to schedule inspections). You may also call 817-392-2222 and have a customer service clerk input the inspection manually.
5. Signs may not be erected in the 20 foot public open space easement (POSE). The POSE measurements are 20 feet down the curb line of a driveway from the property line and 20 feet down the property line from the curb of a driveway to create a triangle.
6. An electrical permit with a sign connection is required for each illuminated sign(s) unless the city approved plans on site include sign circuits. The sign permit will not be finalized until required electrical permits and the corresponding inspections are completed.
7. The Downtown Design Review Board reviews all signs for compliance with its standards in the defined Downtown and Trinity Uptown boundaries before a sign permit is issued. For information on the DDRB, call 817.392.8000 or view [www.fortworthgov.org/PlanningandDevelopment](http://www.fortworthgov.org/PlanningandDevelopment), Boards and Commissions on the left menu, then DDRB. There is information on boundary lines and the standards for signage.
8. For information about the Zoning Board of Adjustment (commercial section), which considers variances to the zoning requirements, please call 817.392.8029.



9. An encroachment agreement must be obtained if the sign being installed encroaches over the public right of way which is beyond the property lines. This situation is most common downtown because the building façades are generally on the property line. Therefore any sign attached to the building façade is encroaching (overhang) the property line. For information on acquiring an encroachment agreement please call David Schroeder at 817-392-2239.

Applicants must submit a complete set of plans listed below in the following order: two (2) site plans or plats, one (1) foundation plan if required and one (1) elevation.

**A. Site Plan or Registered Plat (*detached signs only*)**

1. A colored stake shall be driven in the center of any proposed detached sign and marked on the site plan with verifiable measurements from at least two points on the property.
2. The site plan shall have a scale of not less than 1 inch = 20 feet and a labeled North arrow.
3. The property line(s) shall be clearly marked.
4. Any utility easements shall be marked.
5. If there are any existing detached signs, they shall be included on the site plan and the display area shall be marked.
6. Describe the land on which the proposed work is to be done by address and or legal or similar description to readily identify and definitively locate the proposed sign or work. Any suite number must be included.

**B. Foundation or Engineering Plan (*detached signs and attached in DDRB area*)**

1. Signs over 25 feet in height above grade shall be designed and stamped by an engineer licensed by the State of Texas. They shall require a “510” pier inspection before pouring concrete.
2. Signs shall be designed and constructed to resist wind forces as specified in Chap. 16 of the Building Code.(Basic wind speed  $V_{fm} = 75$  mph, 3-second gust wind speed  $V_{3s} = 90$  mph.)

**C. Elevations (*attached and banner signs only*)**

1. A building elevation shall be submitted for each sign to be permitted.
2. Each elevation submitted shall include the height of the building from grade to the top of the roof line, the length of the wall or lease space that the sign is attached too and the height and length of the sign being proposed.
3. If there any existing signs on the same elevation or lease space, they shall be marked and measurements included on the elevation submitted.

For additional information or assistance, please contact Chris Valtierra at 817-392-7848.



## Quick Guide to ATTACHED COMMERCIAL SIGNS in Fort Worth

Signs are governed by Chapter 6 Article 4 of the Zoning Ordinance at [www.fortworthgov.org/planninganddevelopment](http://www.fortworthgov.org/planninganddevelopment) and Chapter 29 of the Building Code. Highlights of the standards are:

The following requirements for attached signs in the “E” thru “K” districts shall apply.

1. Total sign area may not exceed 10 percent of the façade area, including doors and windows, on which the signs are placed with a maximum aggregate of 500 square feet per façade.
2. The façade area is calculated by multiplying the width of the building or lease space by the height of the building or lease space, with a maximum calculated height allowed of 15 feet. For structures exceeding 15 feet in height, allowable sign square footage shall be calculated as 1.5 square feet per linear foot of building façade.
3. A maximum of 1,340 square feet of attached on-premise signage shall be allowed, regardless of the number of facades or buildings associated with a single business or tenant.
4. The length of an attached sign is limited to 75% of the linear footage of the building or lease space, whichever is less.
5. The entire length and height of *internally lit awnings* shall not exceed more than 75% of the lineal footage of the building or lease space and will be counted towards the allowed square footage of signage per façade.
6. Signs shall not project more than three feet from the building or canopy. No sign projection shall encroach over public property except as permitted by the sign code.
7. Signs may be installed upon the roof subject to the following conditions.
  - a. The area of the sign shall not exceed 10 percent of the area of the closest wall of the building above which the sign is placed.
  - b. The sign shall not exceed four feet above the roof or top of the parapet wall at the roof, whichever is higher.
  - c. All roof signs placed upon a building or buildings upon one platted lot shall be similar in size, shape, area, and design.

### Special Provisions:

- For “MU-1” and “MU-2” districts: maximum aggregate area for attached signs is 200 square feet per façade
- For large retail stores, special provisions apply.

See Attachment for examples



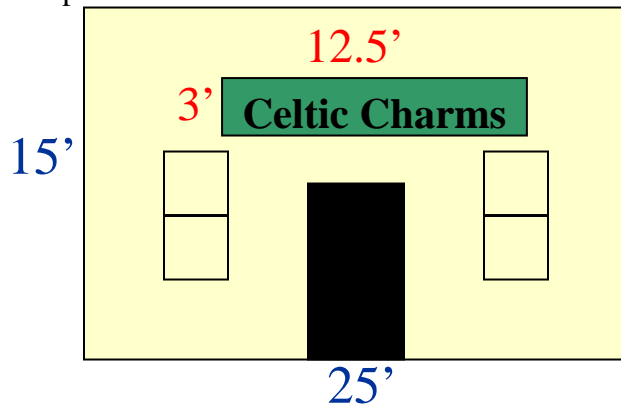
# Attached Signs, Attachment

Commercial and Industrial

**Sign area** allowed: **10 percent** of wall area and limited wall area calculation.

Example 1: 375 square feet x **10 percent** = 37.5 square feet.

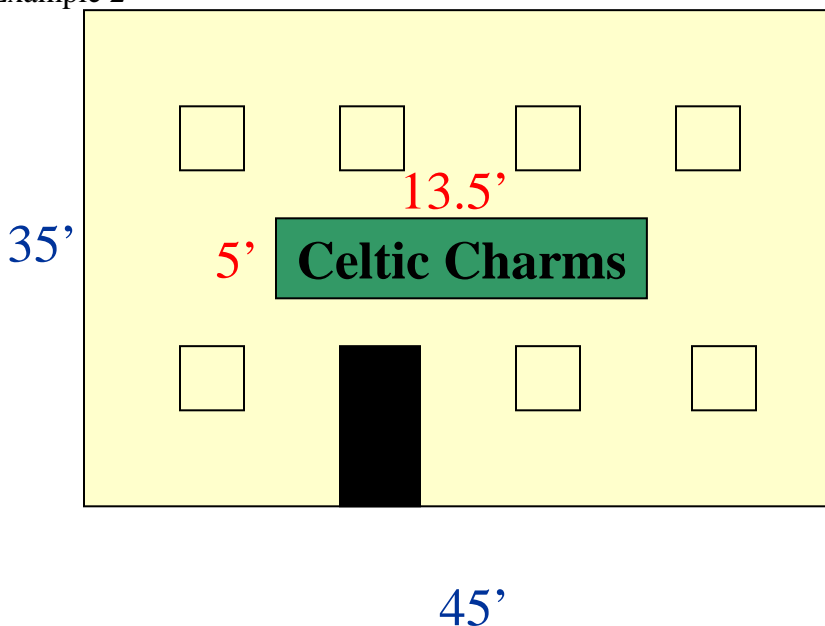
Example 1



For buildings taller than 15 feet, **allowable sign area** is **1.5 square feet** per linear foot of building facade.

Example 2: 45 feet x 1.5 square feet = 67.5 square feet

Example 2





## Quick Guide to Detached Commercial Signs in Fort Worth

Signs are governed by Chapter 6 Article 4 of the Zoning Ordinance at [www.fortworthgov.org/planninganddevelopment](http://www.fortworthgov.org/planninganddevelopment) and Chapter 29 of the Building Code. Highlights of the standards are:

The following requirements for attached signs in the “E” thru “K” districts shall apply.

1. **Pole signs** are prohibited.
2. The **maximum allowable sign area** shall be the lesser of one square foot of signage per linear foot of street frontage, or:
  - a. 120 square feet for minor arterials or neighborhood streets;
  - b. 165 square feet for major arterials;
  - c. 195 square feet for principal arterials;
  - d. 600 square feet for freeways or toll roads.

Street types are as defined in the most recently adopted/amended Master Thoroughfare Plan. These street designations may be found at [www.fortworthgov.org/tpw](http://www.fortworthgov.org/tpw). Click on maps to access Master Thoroughfare Plan.

3. On lots with more than 100 feet of street frontage, more than one detached sign may be erected provided that such signs are at least 100 feet apart and the total area of all signs does not exceed the allowed square footage.
4. The sign types allowed are as follows:
  - a. **Monument signs** are permitted by right with the maximum height of 8 feet, maximum width of 16 feet; maximum advertised message area shall be 96 square feet and a minimum ground contact of 75% of the structures width.
  - b. **Pylon signs** are only permitted as part of a Unified Sign Agreement.
    - Maximum height: 8 feet at property lines with one additional foot allowed per each foot of setback from property lines up to a total height of 25 feet
    - Maximum width: 16 feet
    - Maximum advertised message area: 300 square feet
    - Minimum ground contact: 50% of the structures width
  - c. **Freeway signs** *are only permitted on property immediately adjacent to a designated freeway*.
    - Maximum height: 25 feet with one additional foot per each foot of setback from property lines up to a total height of 35 feet
    - Maximum height may increase to 50 feet to allow sign to be up to 20 feet above adjacent main travel lanes of an elevated freeway.
    - Maximum width: 24 feet
    - Maximum advertised message area: 320 square feet
    - Minimum ground contact: 25% of the structures width.



5. At least 25% of the sign face, excluding the base, shall contain non-advertised message area consisting of construction materials similar to the building and shall be non-illuminated.
6. **Electronic changeable copy signs** are permitted by special exception of the Zoning Board of Adjustments (commercial section) in commercial, industrial, mixed-use and community facility zoning districts, subject to the following conditions:
  - a. A maximum of 25% of the advertised area of a structure may be devoted to changeable copy.
  - b. Message rate shall not change at a rate faster than one message every 20 seconds
  - c. Interval between messages shall be a minimum of one second.
  - d. Changeable copy signs shall not contain animation, scrolling letters or message or flashing lights as part of the display.
  - e. *Changeable copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.*
  - f. If the sign employs lights that are green, red, amber and blue or any other similar color to those used in traffic control and emergency devices and is within 1000 feet of an intersection, a 30 foot setback from the curb will be required. Also a sign may not be placed within a 100 foot radius of an intersection.

Special Provisions:

- Signs erected in the “MU-1 and 2” district:
  - Pole or pylon signs are not allowed.
  - Permitted detached signs shall be monument style limited to eight feet in height.
- Signs erected in “AG” thru “D” and residential districts: On-premises signs in agricultural, community facilities, manufactured housing, and residential districts are governed by the district regulations set out in the respective district regulations in chapter 4 of the zoning code.
- Large retail stores in all districts, the requirements are as follows:

See Attachment for examples.

Detached Signs, Examples

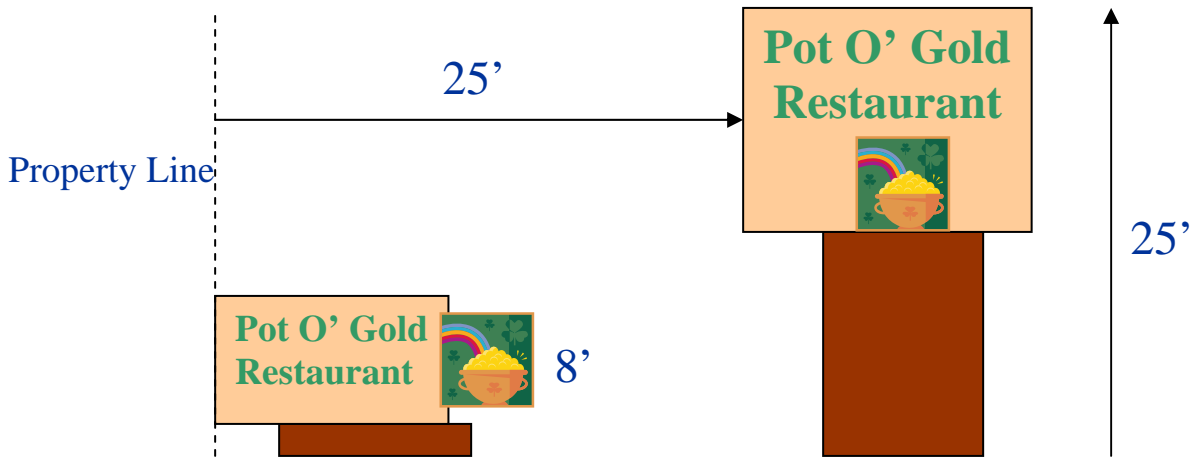
**Monument Signs**

Maximum height is 8 feet.  
Maximum width is 16 feet.  
Maximum advertised message area is 96 square feet.  
Minimum ground contact is 75 percent of structure's width.  
25 percent of sign must be non-illuminated, non-advertised message area, with similar materials to building. (all signs)



**Pylon Signs**

Maximum height is 8 feet at property line, up to 25 feet with setbacks.  
Maximum width is 16 feet.  
Maximum advertised message is 300 square feet.  
Minimum ground contact is 50 percent of structure's width.



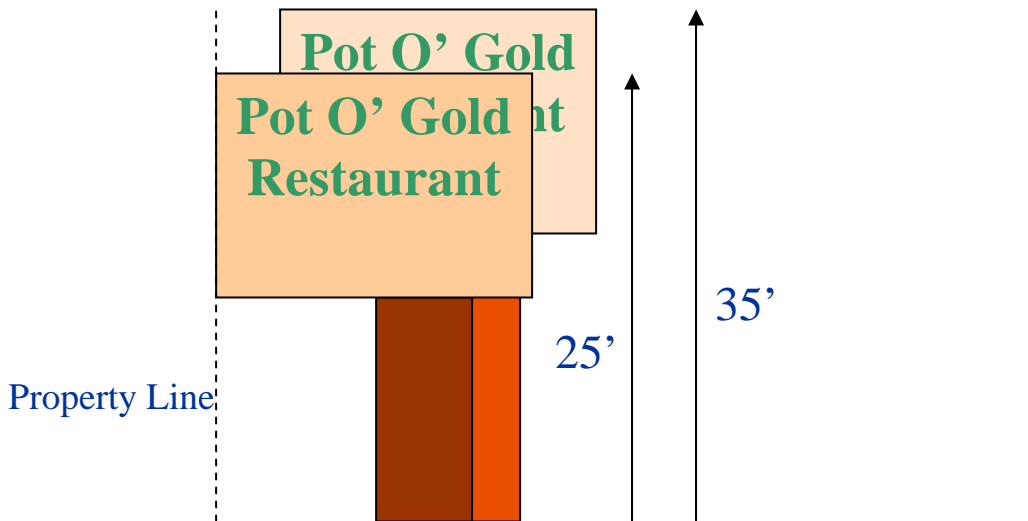
**Freeway Signs**

Maximum height is 25 feet at property line, up to 35 feet with setbacks, or up to 50 feet to be 20 feet above adjacent lanes.

Maximum width is 24 feet.

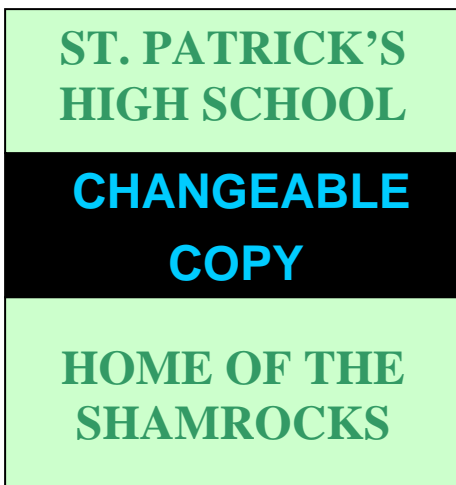
Maximum advertised area is 320 square feet.

Minimum ground contact is 25 percent of structure's width.



**Electronic Changeable Copy Signs**

Permit **only** by special exception from Board of Adjustment.



- B. Should the Tenant elect to install a gypsum board ceiling or other inaccessible ceiling systems, the Tenant shall install, at Tenant's sole cost and expense, an access panel(s) so that all Tenant and Landlord equipment, utilities, dampers, etc. are accessible and serviceable.
- C. Ceiling suspension system shall be metal. Tenant shall under no circumstance place or allow exposed wood framing or blocking above the finish ceiling. All ceiling material must comply with the building codes, fire protection codes and requirements of the National Board of Fire Underwriters and be approved by the Landlord.

### **MEZZANINES**

Mezzanines shall not be allowed unless approved in writing in advance by the Landlord. Note that under certain circumstances a mezzanine may require that the building be classified as two stories.

### **FIRE EXTINGUISHERS**

Tenant shall provide fire extinguishers within the Demised Premises to comply with the local fire code and the specific instructions of building or fire department personnel. (See Standard Fire Prevention Code Section #603.3) Installations shall be in compliance with NFPA #10 for location, travel and type of extinguisher.

### **LANDLORD CONSTRUCTION CHARGES**

Tenant and/or Tenant contractors will be required to pay for all Landlord provided items in advance before construction may commence, unless otherwise stated in the Lease.

- A. Tenants are required to build Tenant's permanent electrical service upon commencement of construction thereby avoiding the need for generators. Landlord will not provide temporary electrical service.
- B. If Landlord provides a trash pick-up service during Tenant's construction, Tenant or Tenant's contractor shall pay a monthly charge for such service. This charge shall be prorated based upon Tenant GLA. (See Page 35) In the event that Tenant or Tenant's contractor is responsible for trash pick-up service during Tenant's construction, Landlord will designate area for dumpster; such pick-up will be at the sole expense of Tenant or Tenant's contractor direct billed through a trash removal company. Such arrangements are at the discretion and approval of Landlord.
- C. The Tenant's general contractor shall deliver to Landlord a \$5,000.00 security deposit (refundable upon Landlord's acceptance of completed work).

## **SUBMITTALS / APPROVALS**

Each Tenant shall supply to the Owner/Landlord for review:

- A. Elevations at 1/4" = 1'-0" with materials noted.
- B. Color Board
- C. Computer disc (3.5", format: AUTOCAD 2006 or earlier format or dxf) if available.

Only written approvals from the Owner/Landlord are valid. It is the Tenant's responsibility to submit Sign Drawings with other Tenant Construction Drawings and to obtain approval by the City of Ft. Worth. See also pages 6-10.

### **SERVICE DOORS (EXTERIOR)**

Landlord will furnish and install a 3'-8" x 7'-0" service door (with closer, cylinder, hinges, kickplate and drip) at rear walls of concrete block construction. Tenant will pay Landlord for the expense of furnishing and installing all such doors within the Tenant's premises.

### **SERVICE DOORS (INTERIOR)**

Tenant shall furnish and install a 3'-8" x 7'-0" 45-minute fire-rated hollow metal service door and hollow metal frame with a 2" header in the wall connecting the Demised Premises to any adjoining corridor(s) where required by codes and/or governing authorities. The door shall be installed to swing in an outward direction toward the service corridor, but shall not extend into a corridor when in the open position.

## **CEILINGS**

Ceilings are not required in the Tenant's premises.

- A. Landlord will provide a minimum clearance of 12 feet in height from the assumed finish floor elevation unless otherwise shown in the shell construction drawings. Tenant may, at Tenant's sole cost and expense, construct a finished ceiling having a height of no less than 10 feet above the finished floor in sales areas. Ceilings must comply with all codes ordinances, and governing authorities. Landlord's structure is designed for support of a typical lay-in type ceiling system. Any ceiling system deviation must be reviewed by, the Landlord's structural engineer. Plenum should not be visible from the outside.

- D. Tenant's general contractor must strictly follow the directions from Landlords appointed agent regarding employee parking, storing materials onsite, dumpster locations and coordinate with Landlord's general contractor as necessary during construction.

## **UTILITIES**

### **HEATING, VENTILATING AND AIR CONDITIONING (HVAC)**

Tenant, at Tenant's sole cost and expense, shall provide and install a complete HVAC system including roof top equipment (RTU) or split system, located within the specific area of the roof structure designed to support such equipment. Any structural design/engineering and/or steel framing modifications required to locate the rooftop equipment in other, non-designated areas may be accomplished by the Landlord at the Tenant's sole cost and expense. Tenants HVAC system may be all electric or combination gas/electric.

The Tenant shall design and install all work and/or systems or sub systems related to the HVAC unit, and required by same to be complete and functional in every respect, including but not limited to the air distribution system, the power wiring system, gas piping (if applicable), the condensate disposal system, the heating system and the ventilation system. All said design and installation shall be at Tenant's sole cost and expense and shall be in strict compliance with manufacturer's installation requirements.

The Landlord shall have the authority to reject any faulty or improper or non-workmanlike installation. All said installations shall be corrected at the Tenant's sole cost and expense.

The Landlord specifically disallows the use of pipe rollers or similar devices, which are potentially damaging to the roofing materials or to the building structure, for moving HVAC units across the roof surface. Lifting frames or dollies shall be approved by the Landlord's roofing installers. All roofing within the HVAC unit transportation path and adjacent to the mounting curb shall be adequately protected from damage.

Exhaust fans will be of the interior type or roof mounted type. If roof mounted, they shall be installed on a curb which is to be installed by the Landlord's roofing contractor at the sole cost and expense of the Tenant. Landlord requires that exhaust fans bearing grease-laden air have a roof mounted grease catching device installed around the fan's curb. Landlord approved manufacturer is Grease Guard by UltraTech @ 1-877-Ultratech. Roof curbs and temporary covers shall be comparable to those manufactured by Tenant Air of Chattanooga, Texas. If interior type, they shall have properly built and installed roof caps approved in writing by the Landlord's engineer. Wall caps will not be permitted. Where roof mounted equipment is used, framing is required when any of the following conditions occur:

- The largest roof opening dimensions exceeds 12".



- The combined weight of the curb and equipment exceeds 100 lbs.

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

All roof cuts and roofing-in will be performed by the Landlord's roofing contractor at the Tenant's sole cost and expense. The work shall include furnishing and installation of roof/walk pads around the perimeter of all roof top equipment installed by the Tenant. Tenant contractor must give 48-hour notice to Landlord roofing contractor prior to any roofing penetrations being performed.

Location of Equipment: All Tenant's roof mounted components will be located within or directly above the Tenant's Demised Premises and so installed and located as to provide ease of removal or maintenance. Roof mounted components shall be located within the reinforced structural beams indicated on the Architectural Roof Plan the "mechanical equipment zone". Tenant shall provide adequate access panels as required by Landlord. Tenant's piping will be in strict accordance with ASTM and ASA standards.

Return Air: Tenant shall design their HVAC systems to satisfy any fresh air requirements as may be in force.

Temperature Control System for Tenant's Store: Each of the respective Tenant's Demised Premises shall have its own thermostat or thermostats, depending on the number of control zones, which will control the HVAC equipment operation during regular business hours.

Tenant's heating and cooling system shall be designed in accordance with local building codes and the following design conditions:

A. Minimum Design Conditions – Heating of the Demised Premises.

- 1) Inside Design Dry Bulb Temperature - 75°F.
- 2) Outside Design Dry Build Temperature - 21°F.

B. Minimum Design Conditions – Cooling of the Demised Premises.

- 1) Inside Design Dry Bulb Temperature - 75°F.
- 2) Inside Design Relative Humidity - 50°F
- 3) Outside Design Dry Bulb Temperature - 94°F
- 4) Outside Design Wet Bulb Temperature - 77°F

C. Design Conditions – Ventilating of the Demised Premises.

- 1) Total air circulated will be based on internal sensible heat load at peak requirements but shall not be less than 0.3 CFM per square foot of floor area and not less than code requirements should same be greater.
- 2) Tenant's system shall provide a minimum of 10% outside air for ventilation but not less than 0.3 CFM per square foot of floor area and not less than code requirements should same be greater.
- 3) Tenant's toilet exhaust systems shall be designed and installed to meet requirements of all applicable codes. Only ducted mechanical exhaust systems shall be permitted. All such roof penetrations shall be by the Landlord at Tenant's sole cost and expense.

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

All power and control wiring, condensate drains, etc., shall be routed through the roof curb opening and not through pitch pans.

## **WATER AND SEWER SERVICE**

Landlord will provide a sanitary sewer line below grade accessible to tenant space (no stub-up will be provided). The location of this line within each space may vary. The tenant will be provided with the general location of the line. Tenant shall be responsible for completing all additional plumbing from Landlord's service locations into and throughout the Demised Premises including provisions for condensate disposal. All water and sewer systems within the Demised Premises shall be installed by Tenant. A water line at the back of the space shall be accessible to Tenant. Tenant is responsible for installation of a submeter within the demised premises. Submeter shall be located in an easily accessible and easily readable location such as Tenant's restroom. Specialty Food Tenants shall pay water and sewer availability and/or impact fees where specific impact fees are levied on a per seat or per barstool basis.

Restaurant Tenants must provide an individual grease interceptor sized to fit its needs at Tenant's sole cost and expense as required by code. The location of the grease interceptor shall be approved in writing by Landlord prior to installation. Tenant must install, use, service and maintain within the Premises a closed loop cooking oil management system designed by Restaurant Technologies Inc., or approved equal. By internalizing the process of delivering, filtering, and disposing of cooking oil, this system is designed to enhance the health and safety of employees and customers. Tenant will NOT be permitted to use any external grease handling facilities.

Beauty salons or pet related tenants shall furnish and install combination hair and solids interceptors, to be specifically approved by Landlord.

### **GAS SERVICE**

Natural gas services will be available for Tenant use at the designated locations. Tenant, at its sole cost and expense, shall run gas to their demised premise from the gas manifold. See Landlord Shell for drawings for locations. See "General Information" for gas service contact. The Tenant must arrange with the local gas company for meter installation. Tenant's plumber will be responsible for routing of the gas line from the designated locations to the point(s) of Tenant consumption. **Tenant shall coordinate routing of gas line with Landlord's Tenant Coordinator.**

### **TELEPHONE SERVICE**

The Landlord will arrange with the telephone company servicing the entire center to install telephone service to the telephone equipment rooms located as determined by the Landlord. Tenant shall arrange with the telephone company to bring such service from said service point into the Demised Premises, and any and all cost so incurred shall be borne by Tenant.

Landlord has provided a conduit for the purpose of routing necessary telephone cable from telephone equipment room to Tenants Demised Premises. See "General Information" for telephone service contact.

### **CABLE TV SERVICE**

There will be master site cabling. Tenant may install antenna or satellite disk on roof at their cost with Landlord's approval.

### **ELECTRICAL SERVICE**

Due to limited space in the landlord electrical rooms, maximum equipment sizes have been established in conjunction with the local utility company. **See shell electrical drawings for more detailed information.**

Main Electrical Room: Landlord shall provide a meter center, with 277/480 volt 3 phase 4 wire (Tenant's wiring by Tenant) for all Blocks except Blocks 2 and 9. At Blocks 2 and 9 the electrical service at the meter center is 120/208 for Tenant's electrical service for the Demised Premises (Tenants wiring by Tenant. The Meter center shall be defined as a main switchboard with provisions to accommodate Tenant's required metering. The electrical service gutters are located at electrical rooms indicated on Landlord's and/or Tenant's Lease Outline Drawing. The empty conduit shall be sized to accommodate

copper conductors based on a design load of 15 watts per square foot (of Demised Premises). Any increase above this connected load must be approved in writing by Landlord. Any change in the conduit size will be at Tenant's sole cost and expense. Tenant's responsibility will begin in the meter center.

The Tenant shall furnish and install, at Tenant's sole cost and expense, service conductors from the Landlord's distribution switchgear to the Tenant's main panel board. The Tenant shall be responsible for extending conduit as required for the Tenant's service, providing appropriately sized overcurrent device within the Landlord's distribution equipment and providing all required metering in accordance with requirements of the local utility company. The Tenant shall be responsible for all electrical switchgear, equipment, devices, raceways, junction boxes, pull boxes, cabinets, conductors (copper only), etc. required for a complete electrical installation. The power characteristics of the electrical service provided shall be installed by the Tenant. In accordance with provisions of the lease, all fluorescent lighting, all large power equipment and all incandescent lighting convenience outlets and small power equipment shall be served by the 277/480 volt system or 120/208 volt system on blocks 2 & 9. When Tenant's needs require a reduction of voltage to 120/208 volt system, where 277/480 volt system is available, Tenant shall be required to install and maintain the dry type transformer equipment necessary to reduce the voltage to the 120/208 volt, 3 phase system. Such transformer to be located within Tenant's demised premises.

The Tenant shall provide all wiring, disconnecting and starting devices for the HVAC units. Any additional controls and interlocks over and above typical thermostat control required by the Tenant shall be furnished and installed by the Tenant, including all wires required by same. All wiring shall comply fully with all applicable codes and shall be installed in a professional and workmanlike manner. Tenant shall be required to submit all the necessary information as to its electrical power needs to the Landlord for approval.

All electrical work within leased premises shall be subject to Landlord's approval and to the requirements of the Board of Fire Underwriters, local utility company, and all applicable laws, codes, ordinances and regulations.

### **EMERGENCY LIGHTING/EXIT SIGNS**

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

### **FIRE PROTECTION/SPRINKLER SYSTEM**

Landlord shall provide sprinkler riser and distribution system per NFPA requirements (refer to Landlord's drawings for sprinkler riser locations). Sprinkler heads will be installed in an upright position, per code and the sprinkler head layout will be for an open

“shell” area. Tenant shall complete all distribution and appurtenances within the Demised Premises at Tenant's sole cost and expense. Tenant's fire sprinkler contractor shall make his connection to the landlord's fire main by providing and installing victaulic connections. Tenant sprinkler tamper and flow switches, as well as the Tenant's HVAC duct detectors and RTU shutdown, must interface with the Landlord's fire alarm control panel (FACP). Wiring, wire installation and connections to be by Tenant. Tenant must use Landlord's approved sprinkler contractor (or Landlord may designate a contractor that tenant hereby agrees to use) and conform to all insurance requirements with regard to design and installation of the fire protection sprinkler system within the Demised Premises. Tenant shall pay for all sprinkler work in the Demised Premises through direct contract with Landlord's approved sprinkler contractor. Tenant shall install semi-recessed sprinkler heads in all sales area finished ceiling. When the shopping center opens for business, all vacant tenant spaces will include an automatic fire protection sprinkler system in accordance with NFPA 13 and such system will include heads oriented upward towards the roof deck. All modifications to such existing systems including but not limited to drain-down costs to accommodate Tenant's store design will be accomplished by Landlord's sprinkler contractor at Tenant's sole cost.

## **SPECIALTY TENANT RESTRICTIONS/FOOD SERVICE TENANTS**

Exposed or freestanding coolers and/or freezers are prohibited. All such coolers and/or freezers required by a Food Service Tenant shall be contained entirely within the main exterior walls of the demised premises.

## **CONSTRUCTION**

### **CHECK-IN PROCEDURE**

Prior to the start of any work, Tenant contractors are required to check in with Landlord and Landlord's Construction Coordinator. The following items must be provided or acknowledged prior to any work commencing:

- A. Present Building Permits, approved and issued by the Building Department, including evidence of payment of any required impact fees.
- B. Furnish proper evidence of required insurance coverage (Contractor's and Tenant's). Insurance certificates must reference (on the certificate) project name, tenant name (if applicable) and project address.
- C. Sign for and take possession of keys to service door of Premises (if any) and acknowledge proper installation and operation of said service door.
- D. Furnish names and phone numbers (office and home) of Tenant's contractor's supervisory personnel.

- E. Furnish names and phone numbers of prime subcontractors.
- F. Acknowledge receipt of information concerning all concealed piping, conduit, etc. that is installed below, within or above the Premises.
- G. Acknowledge receipt of a copy of these Construction Procedures.
- H. Pay for all construction charges as set forth in the Lease Agreement. No work will commence prior to Landlord's receipt of monies for construction charges.
- I. Pay to Landlord's Representative (Tenant Coordinator) a security deposit of \$5,000, refundable upon Landlord's acceptance of completed work.
- J. Temporary toilet facilities by Tenant.
- K. Provide construction schedule to Landlord's tenant construction coordinator.

### **INSURANCE REQUIREMENTS**

Tenant and Tenant's contractor, subcontractors and all parties performing work on the property shall be required to provide in addition to the insurance required to be maintained by Tenant pursuant to the lease, the following types of insurance and the following minimum amounts naming Landlord and any other persons having an interest in the whole Shopping Center as additional insureds as their interest may appear, issued by companies approved by the Landlord:

- A. Workman's compensation coverage with limits of at least \$500,000 for the employer's liability coverage thereunder or statutory limits.
- B. Builder's Risk: Completed Value Fire and Extended Coverage covering damage to the construction and improvements to be made by Tenant in amounts of at least equal to the estimated completed cost of said construction and improvements with 100 percent coinsurance protection.
- C. Comprehensive General Public Liability Insurance on an occurrence basis with minimum limits of liability in an amount of not less than \$1,000,000.00 for bodily, personal injury or death to more than one person.
- D. Automobile liability coverage with bodily injury limits of at least \$500,000 per person. \$1,000,000 per accident and \$500,000 per accident for property damage.
- E. Payment and Performance bonds (if required by Landlord) for 100 percent of the value of work to be accomplished are required when tenants receive an allowance

from the landlord. All bonds shall be dual or multiple obligee bonds inuring to the benefit of Landlord, Tenant, and other persons as Landlord shall require.

Original or duplicate policies for all the foregoing insurance shall be delivered to the Landlord before Tenant's work is started and before any contractor's equipment is moved on to any part of the whole Shopping Center. In all other respects, the insurance coverage above-mentioned shall comply with the provisions of the lease.

### **WORK AREA**

All of Tenant's contractor's work, storage of materials, construction office and other functions must be confined to within the Demised Premises, except for:

- A. Construction of the public side of the storefront or rear service door where applicable.
- B. Work required in spaces above or below the Demised Premises.

### **SERVICE CORRIDORS**

Service corridors shall be kept clear of materials, equipment, debris, and trash at all times. If necessary, the Landlord will clear service corridors of any and all such items and charge the Tenant.

### **TRASH REMOVAL**

Contractors and/or subcontractors participating in the Tenant's work shall be required to move and dispose of, at least once a week and more frequently as Landlord may direct, all debris and rubbish caused by, or resulting from the work and upon completion, to remove all temporary structures, surplus materials, debris and rubbish of whatever kind remaining on any part of the whole Center or in proximity thereto which was brought in or created by the performance of Tenant's work. If at any time Tenant's contractors and subcontractors shall neglect, refuse, or fail to remove any debris, rubbish, surplus materials or temporary structures within 24 hours after written notice to Tenant, Landlord may remove same at Tenant's expense. If Landlord chooses to provide construction trash removal services, the charge for trash pick-up service provided by Landlord shall be prorated based upon Tenant GLA, at the sole discretion of the Landlord.

## **PROTECTION OF WORK AND PROPERTY**

Tenant and Tenant's contractor shall protect their work from damage and shall protect the work of other Tenants and Landlord from damage by Tenant, Tenant's contractor and their employees and subcontractors. Hardscape must be protected during signage installation and during Tenant's construction duration. Any spillage of dirt, trash, concrete mortar, grout, cement, hydraulic fluid, oil, etc. by the Tenant or Tenant's contractors, subcontractors, vendors, suppliers, etc. shall promptly be removed and cleaned to like new condition. Any damages, staining, discoloration or other detrimental effects of such spillage shall be repaired by Landlord's contractor at Tenant's expense. Landlord hardscape must be protected by Tenant with visqueen and masonite or plywood to 6'-0" outside of Tenant Lease Line. All concrete slabs on grade must be pumped from the rear of tenant space ("back of house").

Tenants are required to take appropriate measures to prevent the spread of airborne construction dust into adjacent tenant spaces and mall common and service areas. Temporary dust barriers will be required above the Tenant store front to prevent construction dust from entering the mall Return Air Plenum.

All interruptions to utility service which affects utilities to the mall or other Tenant spaces must be coordinated with the Landlord's site representative.

## **PARKING**

Parking for construction personnel will be permitted only in areas designated by the Construction Project Manager or the Tenant Coordinator. Designated parking areas are subject to change and all personnel using these areas will park as directed by the Construction Project Manager or Tenant Coordinator. Failure to comply with Construction Project Manager's or Tenant Coordinator's requests to use designated parking areas will result in the towing of offenders vehicle(s) and or equipment at offenders expense.

## **CONSTRUCTION RULES & REGULATIONS**

No hazardous or toxic substances, as such terms are defined by applicable Texas and Federal statutes, shall be stored or disposed of within the Premises or within the Shopping Center, and Tenant's contractors shall not use any such hazardous or toxic substances except as may be required in the ordinary course of Tenant's construction activity and only in full compliance with applicable laws and regulations governing such use and disposal.

No alcoholic beverages or illegal drugs are permitted on the job sites.



All truck traffic and unloading of materials must be directed to the rear of the building, unless requested otherwise by the Landlord.

No storage facilities or temporary construction trailers will be allowed on premises without prior Landlord approval.

Tenant, tenant general contractor, and/or tenant representative must notify Landlord representative prior to any scheduled city inspection and/or alarm test that will sound audible and/or visual alarms at the project (i.e. fire alarm testing) at least 48 hours in advance of said inspection or testing.

## **DRAWINGS**

The following Drawings are to be used as guidelines only. All existing dimensions must be field verified and coordinated with the Tenant Coordinator.