



April 15, 2009

Mr. Mike Collins
Director of Planning & Development
City of Euless
Euless, TX 76039

**RE: Pre-Development Consulting & Services Agreement
Northeast Triangle of Industrial and Euless Blvds.
Euless, Texas**

Dear Mike:

The City of Euless (the "City") wishes to engage REDICO to provide pre-development consulting and related services for the above referenced redevelopment (the "Triangle District") in Euless, Texas. As such, Redico will perform this task in two segments broken down as follows:

1. Planning Services - REDICO will analyze the feasibility of the subject property taking into account the following exercises.
 - Highest & Best Use Analysis
 - Market Evaluation
 - Financial Analysis

2. Design & Related Assessments – Upon completion of Phase I, REDICO will execute a design study taking into account the following exercises.
 - Conceptual Design
 - Entitlement Review / Zoning Interface
 - Environmental Assessment

For all actions consistent with the objectives contained herein, REDICO shall be compensated a fee of \$100,000 for Planning Services ("Phase I"). The delivery of all items in Phase I will be completed in such time that allows the City to make full payment of \$100,000 by fiscal year-end September 30, 2009. After completion of Phase I, the City may, at their exclusive discretion, agree to authorize REDICO to proceed with the Design and Related Assessments ("Phase II") portion of the project. At the corresponding time of delivery for all materials for Phase II, which will be no sooner than September 30, 2009 but no later than April 1, 2010, REDICO will be compensated an additional \$100,000.

Subject to the aforementioned scope and critical path, REDICO will invoice monthly for services completed which includes the delivery of all materials accumulated and developed by REDICO at



the time of invoicing. This process will allow the City to gain information as it is being created while providing the flexibility to change scope as necessary.

The City acknowledges that even though REDICO has in-house architectural capability, we will engage a local architect to provide conceptual site plans and related graphics. The costs of such an architect will be billed by REDICO on an hourly basis with a not-to-exceed amount which will be reimbursed by the City of Eules. The City of Eules will be required to approve architectural invoices in excess of five thousand dollars (\$5,000.00)

It is our understanding the City intends to enter into a Development Agreement for services related to the predevelopment efforts contained herein for the Triangle District. Therefore, Redico will seek reimbursement back to the City of Eules for commensurate fees paid for Phase I and Phase II of two hundred thousand dollars (\$200,000.00) and associated architectural fees upon completed financing of the contemplated development.

All documents prepared by REDICO or for REDICO pursuant to this agreement shall become the City's property at such time as they have been paid for in accordance with the terms of this agreement.

If the engagement terms contained herein are acceptable to you, please execute the acceptance provided below and return to me at your early convenience.

Very truly yours,

REDICO

By: _____

This foregoing engagement is hereby accepted this ____ day of April, 2009.

City of Eules

By: _____
Gary McKamie

Its: _____