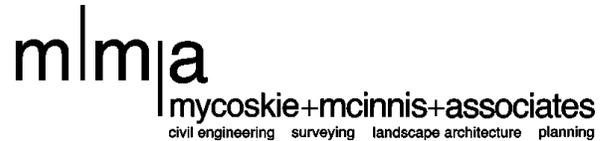


200 E. Abram Street
Arlington, Texas 76010
817-469-1671
817-274-8757 Fax



August 8, 2013

City of Euless
201 N. Ector Drive
Euless, TX 76039
Attention: Gary McKamie, City Manager

Re: Glade Parks
Rio Grande Drive, Segment Two

PROPOSAL

Dear Mr. McKamie,

Mycoskie McInnis Associates, Inc. (MMA) is pleased to present the City of Euless (CITY) this proposal for professional consulting services for proposed improvements for Rio Grande Drive Segment Two, SH 121 Frontage Roads and Sidewalk improvements and Traffic Signal at Cheek Sparger to the Glade Parks development (see PROPOSED items on Exhibit A). MMA will provide Surveying, Civil Engineering and Landscape Architecture services as well as coordinating sub-consultants for structural engineering, SWPPP and miscellaneous coordination. This is an exciting project and we appreciate the opportunity to work with you!

Rio Grande Drive, Segment Two (Phase 3 of Developer's Agreement)

I. LAND SURVEY

MMA will prepare legal descriptions for five (5) right-of-way dedications, one (1) drainage easement, five (5) utility easements and two (2) landscape easements. These legal descriptions are anticipated at the locations shown on Exhibit B. The right-of-way dedications will be monumented with capped iron rods. The CITY and developer will be responsible for preparing the dedication language and filing with the county.

II. FRANCHISE UTILITY COORDINATION

MMA will work with the CITY to identify the franchise utility requirements to complete Segment Two. The steps we propose to take are the following:

- A. Continued contact with representatives from Oncor, Atmos and AT&T to determine the status of project designs, required relocations and payment status of developer owed costs. Determine any off-sites to be built and construction timing.
- B. Discuss timelines and cost, if any, for designs to be revised.
- C. Discuss and determine items needed for Phase 1 construction and to be included in bid package, i.e. conduit crossings, etc.
- D. Identify special construction related items that are time sensitive to secure and estimate

- delivery dates.
- E. Schedule follow-up meeting w/ franchise companies to review and discuss new design and construction timing.
 - F. MMA to include franchise plans with revised Phase 1 construction plans in submittal to the city for review.

III. CIVIL ENGINEERING

- A. Rio Grande Drive Segment Two (Glade Parks Drive) Construction Plans
The civil engineering scope for Segment Two is predicated on the city requiring no design changes to the previously approved Glade Parks Drive construction plans except where necessary to accommodate as-built conditions.

MMA will revise the construction plans for the approved Glade Parks Drive to the limits shown in Exhibit A. MMA will utilize the design surveys scoped in the assessment proposal to update utility and paving limits. The plans will be suitable for public bid. Any TDLR submittal and coordination will be handled by the City.
- B. TXDOT Permit
MMA will use the construction plans prepared by TCB and dated 6/14/07 to submit for a driveway permit for improvements to the SH121 frontage road and Cheek Sparger not built with Segment One. This was accepted with Segment One and TXDOT has indicated it will accept a driveway permit for Segment Two in the same manor. Any revisions to the construction plans are not included in this scope of services.
- C. Storm Water Pollution Prevention Plan (SWPPP)
MMA and/or Strategic Partner will prepare a Storm Water Pollution Prevention Plan, or narrative as required by the City of Euless. A Notice of Intent (NOI) for Storm Water Discharges as required by the Texas Commission on Environmental Quality (TCEQ) will be prepared for City execution if necessary.
- D. Opinion of Probable Cost
MMA will prepare an opinion of probable cost for the revised construction plans.
- E. Construction Administration for Rio Grande Drive Segment Two ONLY
MMA will attend a pre-construction meeting. MMA will perform a maximum of 6 site visits/construction meetings at the request of City. MMA shall respond to the contractor's RFI during the construction process.

IV. LANDSCAPE ARCHITECTURE

The landscape architecture scope for Segment Two is predicated on the city requiring no design changes to the previously approved Glade Parks Drive construction plans except where necessary to accommodate as-built conditions.

MMA will revise the construction plans for the approved Glade Parks Drive to the limits shown in Exhibit A. These plans will be included in the Rio Grande Drive Segment Two construction plans.

V. BRIDGE ASSESSMENT

MMA obtain the services of Halff Associates to assess the current condition of the partially constructed bridge and compliance of the existing design documents with current applicable codes and standards. Halff Associates will provide a written report of their findings with recommendations for any further material testing of exploratory excavations. Recommendations for repair (if necessary) will not be included. A separate proposal will be prepared once the extent of repair is better understood. A final proposal may be advisable to obtain construction administration services from Halff Associates.

VI. PUBLIC BIDDING

- A. MMA will prepare a spreadsheet with items and quantity for bid package.
- B. City to provide Standard Bid Package to MMA for use in preparing package.
- C. MMA to prepare bid packages
- D. City to provide direction on SWPPP compliance, i.e. inspections, etc.
- E. City to negotiate onsite paving plant site and temporary construction easements w/ Developer.
- F. City to identify who bonds existing civil improvements.
- G. City / MMA to identify bid dates and time for the Bid Package.
- H. City to furnish advertising dates for Bid Package.
- I. City / MMA to set Pre Bid Meeting.
- J. Bids will be received at the city by the City of Euless Purchasing Dept.
- K. MMA will help qualify and select successful bidder.
- L. Bidding will include Rio Grande Drive Segment Two, SH 121 Sidewalk along Segment One, Entry Features in Segment One, Entry Features in Segment Two and Sanitary Sewer in Brazos Boulevard as designed by Spiars Engineering and approved by the CITY. Items will be broken down by Phase as determined in the Developer's Agreement. CITY will provide phasing.

SH 121 Sidewalk along Segment One (Phase 1 of Developer's Agreement)

I. LAND SURVEY

MMA will perform a field verification survey (for design purposes) of the portion of unconstructed SH 121 sidewalk paralleling Segment One. This verification survey will include all visible utilities and natural ground shots within the 12' right-of-way dedication. All vertical data will be tied to City of Euless control monument E15 – published elevation 531.40'.

II. CIVIL ENGINEERING

MMA will revise the previously approved Block B plans for grading and sidewalk construction to reflect the unconstructed portion of sidewalk. A grading and sidewalk plan will be prepared for the portion along Lot 1, Block C

Should items outside this Scope of Services such as special studies or non-standard structures be required, such services will be billed at hourly rates or negotiated to a lump sum fee.

COMPENSATION

A. Payment Terms

City will pay MMA a lump sum fee as listed below plus reimbursables expenses:

Rio Grande Drive, Segment Two

I. LAND SURVEY	\$ 9,800
II. FRANCHISE UTILITY COORDINATION	\$ 5,000
III. CIVIL ENGINEERING	\$39,500
IV. LANDSCAPE ARCHITECTURE	\$ 3,000
V. BRIDGE ASSESSMENT	\$12,000
VI. PUBLIC BIDDING	\$10,000

SH 121 Sidewalk along Segment One **\$ 4,000**

Monthly invoices will be issued by MMA. Payment is due upon receipt of the invoice. Interest will be charged on all accounts over 30 days and accounts over 60 days will result in MMA stopping work on the project until all outstanding invoices are paid. See "Payment to MMA" in the attached PROVISIONS for complete payment terms.

B. Additional Services

Any requested services not included in this agreement, including but not limited to the Exclusions stated in this proposal, will be performed and billed at a cost determined upon the time of the request. Additional services will not begin until written authorization from the CLIENT has been received.

The following are a list of items not included in our scope of services but may need to be addressed at some point in the approval process:

- All negotiations and coordination with adjoining property owners will be by others.
- Flood studies and FEMA processing are not included in this proposal.
- Structural design of retaining walls is not included in this proposal.
- Traffic Impact Analysis of this site is not included in this proposal.
- Geotechnical Report by others.
- Environmental Assessment Report will be by others.
- Signage design and permitting by others.
- Fountain design or other water feature design is not in this proposal.
- Waters of the U.S. and wetland determination and permitting, if necessary, will be the responsibility of the CITY and is not included in this scope.
- Offsite utility design is not included in this proposal.

C. Reimbursable Expenses and Hourly Rate Schedule

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the CITY at rates listed in Schedule A attached to this proposal.

Other direct expenses are reimbursed at cost plus 15%. These services may include but are not limited to: platting and filing fees, outside reprographic expense, deliveries, postage, travel, meals and photographic services.

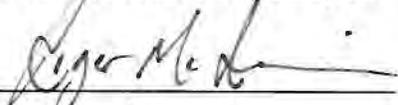
D. Provisions

CLIENT understands this agreement between the parties for such services, as set forth herein, is governed by the PROVISIONS attached to this proposal, the terms of which are an integral part of the agreement and incorporated here by reference.

MMA appreciates the opportunity to submit this proposal and looks forward to working with you on this project. If this proposal meets with your approval, please sign both copies in the approval space and return one for our files. This proposal is valid for 30 days from the date of this proposal.

Sincerely,

Mycoskie McInnis Associates, Inc.



Title: VP

Date: 8/8/13

Client hereby requests and authorizes Mycoskie McInnis Associates, Inc. (MMA) to perform the services outlined in this proposal.

Client:

By: _____

Title: _____

Date: _____

Schedule A

Hourly Rate Schedule

Zoning Consultant	\$ 225
Principal	\$ 150
Project Manager	\$ 125
Project Engineer	\$ 110
Landscape Architect	\$ 110
Landscape Designer	\$ 75
Engineer/Surveyor in Training	\$ 85
Planner	\$ 95
Surveyor	\$ 120
Survey Field Party (3-Man) GPS	\$ 150
Survey Field Party (2-Man) GPS	\$ 135
Survey Field Party (1-Man) GPS	\$ 105
Survey Field Party (3-Man)	\$ 125
Survey Field Party (2-Man)	\$ 110
Technician 3	\$ 85
Technician 2	\$ 70
Technician 1	\$ 55
Project Assistant	\$ 55
Clerical	\$ 45

MMA 2013 Reimbursable Expenses Schedule

Expenses incurred by MMA required to complete the project will be reimbursed to MMA by the Owner. Plots, blacklines, copies and mileage will be reimbursed at the following rates:

Plotting		Blacklines	\$ 1.50 per sheet
Bond	\$ 1.50 per sheet	Xerox Copies	\$ 0.15 per side copy
Vellum	\$ 8.00 per sheet	Mileage	\$ 0.555 per mile
Color	\$10.00 per sheet		
Mylar	\$12.00 per sheet		

Other direct expenses are reimbursed at cost plus 15%. These services may include but are not limited to: platting and filing fees, taxes, outside reprographic expense, deliveries, postage, travel, meals and photographic services.

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by the CLIENT will be authorization for MYCOSKIE MCINNIS ASSOCIATES, INC. (MMA) to proceed with the work, unless otherwise specifically provided for in this AGREEMENT. CLIENT represents that CLIENT is the owner of the real property described herein, or is the authorized agent, trustee, or receiver for the owner of the real property described herein.

2. Cost Opinions

MMA has no control over market conditions or bidding procedures, MMA does not warrant that actual bids, construction cost, or Project economics will not vary from any cost opinions or Project economic evaluations provided by MMA.

3. Termination

Either party with or without cause may terminate this AGREEMENT by giving 30 days written notice to the other party. On termination, MMA will be paid for all work performed up to the termination date.

4. Payment to MMA

Payment for invoices for all work performed by MMA for CLIENT is due upon receipt of the invoice. Interest on the unpaid balance as reflected by the invoices or statements to CLIENT, may be charged by MMA at the highest non-usurious rate allowed by law, beginning thirty (30) days after date of invoice. Payments will be credited to interest first and then to the oldest principal balance due. Under no circumstances shall the amount paid, or agreed to be paid, or otherwise contracted for, charged or received by MMA, as interest, exceed the maximum non-usurious amount permissible under applicable State or Federal law. If from any circumstances whatsoever, fulfillment of any provision of this AGREEMENT, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance MMA shall ever receive as interest an amount that would be excessive, such excessive interest shall be applied to the reduction of the principal amount owing and not to the payment of interest, or if such excessive interest exceeds the unpaid balance, such excess shall be refunded.

5. Mechanics Lien

Notwithstanding any other provision of this AGREEMENT, MMA reserves the right to exercise all available lien rights which it may have, either statutory or common law, to enforce payment for its services. CLIENT hereby acknowledges and consents to MMA's right to assert a lien to secure the payment of its invoices against 1) the materials furnished in performance of the services described herein; 2) the plans, drawings, or other work product produced or prepared by MMA in performance of the services described herein; and 3) the real property described herein.

6. No Agency

CLIENT acknowledges that MMA is not an employee or agent of CLIENT.

7. MMA's Personnel at the Project

The presence or duties of MMA's personnel at the Project site, do not make MMA or its personnel in any way responsible for those duties that belong to CLIENT and/or to contractors, subcontractors, or other entities, and do not relieve the contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. MMA and its personnel have no authority to exercise any control over any contractor, subcontractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty to inspect, note, observe, correct, or report on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site and MMA disclaims all such duties. MMA neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

8. Construction Observation

It is understood and agreed that MMA's basic services under this AGREEMENT do not include construction observation or review of the Contractor's performance. CLIENT acknowledges the Importance of such services and CLIENT will either perform those services or have such services performed by a party other than MMA.

If MMA does not perform full-time construction observation, CLIENT shall, to the fullest extent permitted by law, indemnify and hold MMA harmless from any loss, claim, or costs, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or changes made to the Contract Documents, except for claims arising from the sole negligence or willful misconduct of MMA.

9. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of MMA for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the CLIENT. All such services requested of MMA by the CLIENT, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as may be mutually agreed, and payment for such services shall be in accordance with Section 4, unless and until there is a finding by a court or arbitrator that MMA's sole negligence caused

CLIENT'S damage.

10. Arbitration

Any controversy or claim arising out of or relating to this AGREEMENT or MMA's involvement in the Project, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, or other applicable rules of the American Arbitration Association then in effect and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.. The award rendered by the arbitrators will be final and will not be subject to appeal or modification except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sections 10 and 11)

11. Severability and Survival

If any of the provisions contained in the AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this AGREEMENT for any cause.

12. Interpretation

The limitations of liability and indemnities will apply whether MMA's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to MMA's officers, directors, employees, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. MMA and CLIENT acknowledge that this AGREEMENT is the product of negotiations and agree that it shall not be construed or interpreted more harshly against either party.

13. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and MMA and has no third party beneficiaries.

MMA's services are defined solely by this AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

14. Liability

- a. MMA's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- b. To the maximum extent permitted by law, MMA's liability for CLIENT damages for any cause or combination of causes, will in the aggregate, not exceed the compensation received by MMA under the AGREEMENT.
- c. To the maximum extent permitted by law,

the CLIENT will indemnify MMA from all claims, losses, and costs, including litigation expenses and attorney's fees.

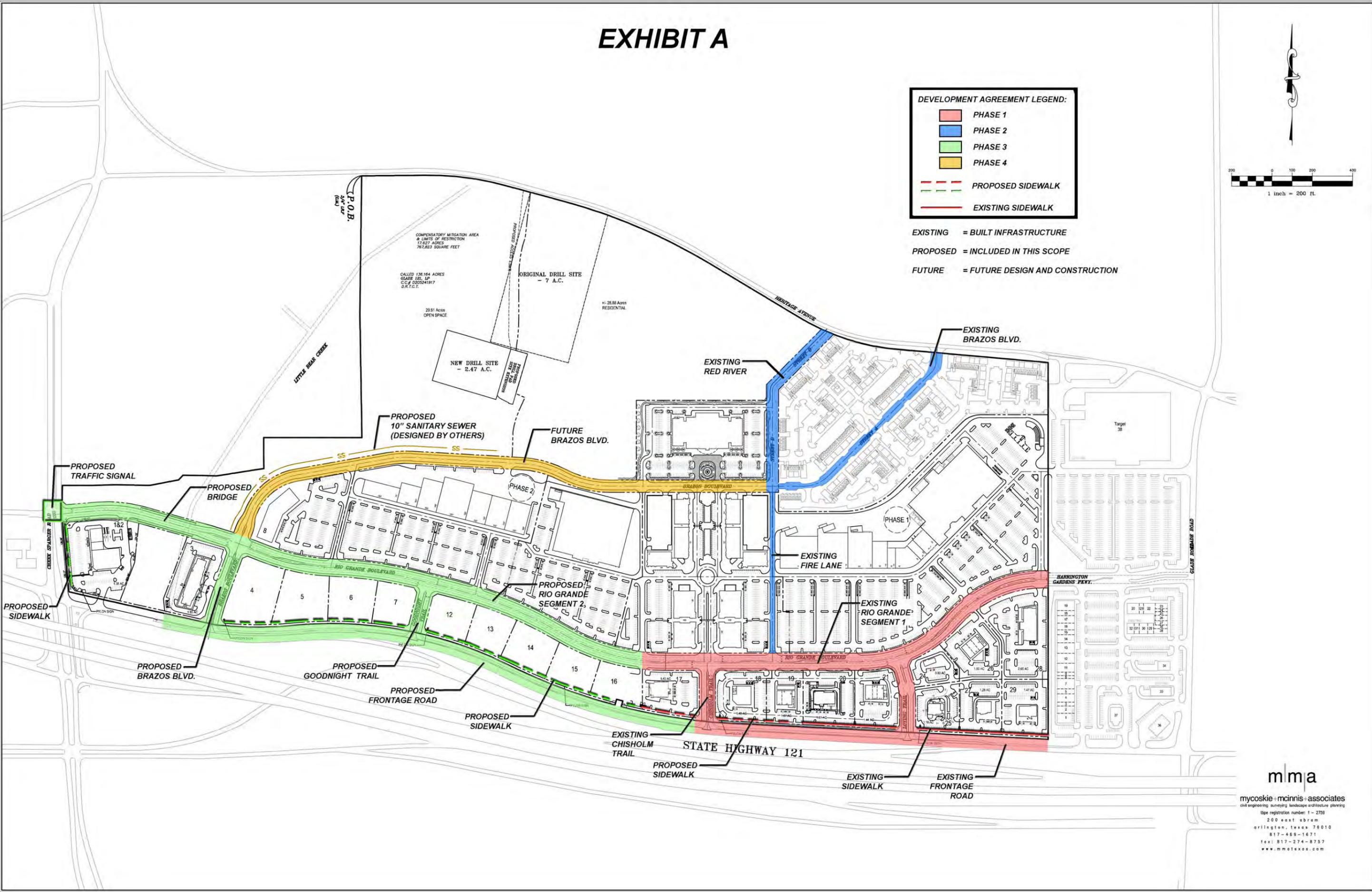
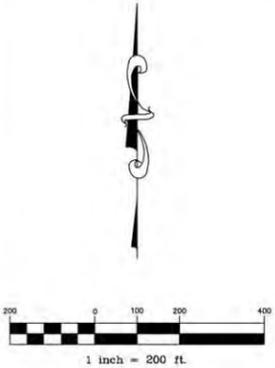
- d. CLIENT waives any right that limits, voids, or makes unenforceable the obligations of CLIENT set forth above. If any such right is deemed or ruled not to be subject to waiver, the parties agree that an amount equal to the obligation of CLIENT set forth above as if enforceable will be paid to MMA by CLIENT as additional compensation for MMA's services.
- e. As used herein, MMA includes the corporation, subcontractors, and any of MMA's officers, directors, or employees.
- f. Any claim for breach of contract, whether asserted by MMA or CLIENT must be brought within 2 years from the day following the act or omission giving rise to the breach of contract claim.
- g. Any claim for negligence or gross negligence by MMA must be brought within 2 years from the date of completion of services under the AGREEMENT by MMA or if MMA does not complete performance within 2 years from the date it last provided services to CLIENT.
- h. MMA specifically excludes any warranties, express or implied, which may arise by statute, common law, or equity, including specifically any warranty of fitness for a particular purpose or merchantability.
- i. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document.

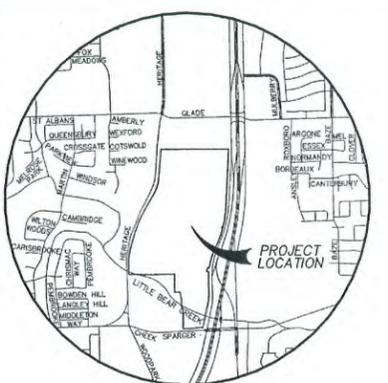
EXHIBIT A

DEVELOPMENT AGREEMENT LEGEND:

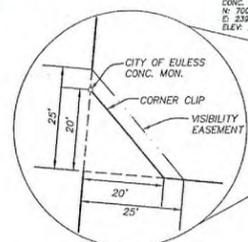
- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4
- PROPOSED SIDEWALK
- EXISTING SIDEWALK

EXISTING = BUILT INFRASTRUCTURE
 PROPOSED = INCLUDED IN THIS SCOPE
 FUTURE = FUTURE DESIGN AND CONSTRUCTION

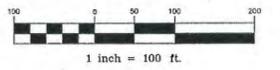




VICINITY MAP
1"=2000'

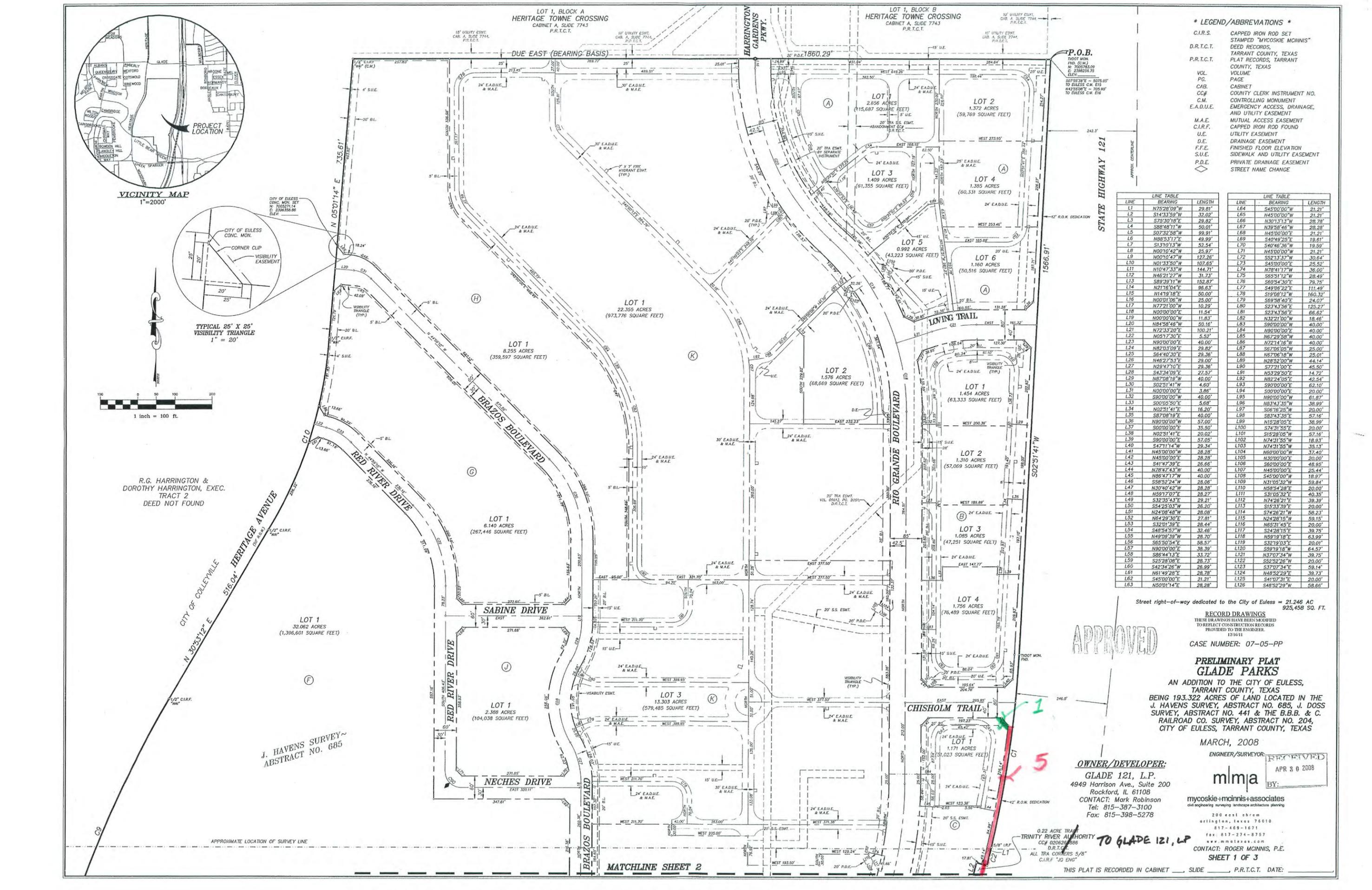


TYPICAL 25' X 25' VISIBILITY TRIANGLE
1" = 20'



R.G. HARRINGTON & DOROTHY HARRINGTON, EXEC.
TRACT 2
DEED NOT FOUND

J. HAVENS SURVEY
ABSTRACT NO. 685



- * LEGEND/ABBREVIATIONS *
- C.I.R.S. CAPPED IRON ROD SET
 - DEED RECORDS, TARRANT COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
 - VOL. VOLUME
 - P.C. PAGE
 - CAB. CABINET
 - CC# COUNTY CLERK INSTRUMENT NO.
 - C.M. CONTROLLING MONUMENT
 - E.A.D.U.E. EMERGENCY ACCESS, DRAINAGE, AND UTILITY EASEMENT
 - M.A.E. MUTUAL ACCESS EASEMENT
 - C.I.R.F. CAPPED IRON ROD FOUND UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - F.F.E. FINISHED FLOOR ELEVATION
 - S.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.D.E. PRIVATE DRAINAGE EASEMENT
 - STREET NAME CHANGE

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N75°28'09"W	29.81'	L64	S45°00'00"W	21.21'
L2	S14°33'59"W	32.02'	L65	N45°00'00"W	21.21'
L3	S72°30'18"E	28.82'	L66	N30°13'13"W	28.28'
L4	S88°48'11"W	50.01'	L67	N39°58'46"W	28.28'
L5	S07°32'58"W	99.91'	L68	N45°00'00"E	21.21'
L6	N88°53'17"E	49.99'	L69	S40°49'25"E	18.61'
L7	S13°01'33"W	32.24'	L70	S40°48'36"W	19.99'
L8	N00°01'42"W	25.97'	L71	N45°00'00"W	21.21'
L9	N00°10'47"W	127.26'	L72	S92°13'37"W	30.64'
L10	N01°33'50"W	107.65'	L73	S45°00'00"E	25.52'
L11	N10°47'33"W	144.71'	L74	N78°41'17"W	36.00'
L12	N46°21'27"W	31.73'	L75	S65°51'12"W	28.49'
L13	S89°39'11"W	162.87'	L76	S69°54'30"E	78.25'
L14	N21°16'04"E	96.63'	L77	S49°05'22"E	111.49'
L15	N14°19'18"E	50.00'	L78	S19°08'12"W	160.32'
L16	N00°01'06"W	25.00'	L79	S69°58'40"E	24.07'
L17	N77°21'00"W	10.29'	L80	S23°43'56"E	125.27'
L18	N00°00'00"E	11.94'	L81	S23°43'56"E	66.62'
L19	N00°00'00"W	11.81'	L82	N32°13'00"W	18.46'
L20	N84°58'46"W	50.16'	L83	S90°00'00"W	40.00'
L21	N72°33'20"E	100.21'	L84	N90°00'00"E	40.00'
L22	N05°17'30"E	5.52'	L85	N67°29'58"W	40.00'
L23	N90°00'00"E	40.00'	L86	N72°14'18"W	40.00'
L24	S82°03'09"E	28.92'	L87	S27°06'05"W	25.00'
L25	S64°40'30"E	28.36'	L88	N67°10'18"W	25.01'
L26	N46°27'53"E	29.00'	L89	N28°52'00"W	44.14'
L27	N29°47'10"E	28.36'	L90	S77°21'00"E	45.50'
L28	S43°34'09"E	27.37'	L91	N33°29'50"E	14.72'
L29	N87°28'19"W	40.00'	L92	N82°24'05"E	42.54'
L30	S92°51'41"W	4.60'	L93	S00°00'00"E	62.10'
L31	N00°00'00"E	3.86'	L94	S00°00'00"E	20.00'
L32	S80°00'00"W	40.00'	L95	N90°00'00"W	61.87'
L33	S00°05'50"E	3.68'	L96	N83°43'35"W	38.99'
L34	N02°31'41"E	16.20'	L97	S06°18'25"W	20.00'
L35	S37°08'19"E	40.00'	L98	S82°43'35"E	57.16'
L36	N90°00'00"W	57.00'	L99	N15°28'02"E	38.99'
L37	S00°00'00"E	35.50'	L100	S74°31'55"E	20.00'
L38	N02°31'41"E	20.02'	L101	S15°28'05"W	57.16'
L39	S90°00'00"E	57.05'	L102	N74°31'55"W	18.93'
L40	S47°11'47"W	28.34'	L103	N74°31'55"W	35.13'
L41	N45°00'00"W	28.28'	L104	N90°00'00"W	37.40'
L42	N45°00'00"E	28.28'	L105	N30°00'00"E	20.00'
L43	S41°47'39"E	26.66'	L106	S60°00'00"E	48.95'
L44	N78°47'43"W	40.00'	L107	N45°00'00"E	25.44'
L45	N88°47'17"W	40.00'	L108	S45°00'00"W	18.97'
L46	S89°29'24"W	28.06'	L109	N31°55'32"E	52.81'
L47	N30°40'42"W	28.28'	L110	N58°54'28"E	20.00'
L48	N59°17'07"E	28.27'	L111	S31°05'32"E	40.35'
L49	S32°35'43"E	29.21'	L112	N74°26'21"E	39.39'
L50	S54°25'03"W	26.20'	L113	S15°33'39"E	20.00'
L51	N24°08'48"W	28.06'	L114	S74°26'21"W	58.23'
L52	N64°29'30"E	27.81'	L115	N24°28'15"E	58.15'
L53	S32°01'39"E	28.44'	L116	N65°31'45"E	20.00'
L54	S48°54'57"W	32.46'	L117	S24°28'15"E	39.75'
L55	N49°09'39"W	28.70'	L118	N59°19'18"E	63.99'
L56	S65°50'54"E	58.57'	L119	S32°19'03"E	20.01'
L57	N90°00'00"E	38.39'	L120	S89°19'18"W	64.57'
L58	S86°44'13"E	33.72'	L121	N37°07'34"W	39.75'
L59	S25°28'08"E	28.73'	L122	S82°52'26"W	20.00'
L60	S42°34'26"W	26.99'	L123	S37°07'34"E	59.14'
L61	N61°49'28"E	28.78'	L124	N48°32'29"E	38.73'
L62	S45°00'00"E	21.21'	L125	S41°07'31"E	20.00'
L63	N50°01'14"E	28.28'	L126	S48°32'29"W	58.66'

Street right-of-way dedicated to the City of Eules = 21,246 AC 925,458 SQ. FT.

APPROVED

RECORD DRAWINGS
THESE DRAWINGS HAVE BEEN MODIFIED
TO REFLECT CONSTRUCTION RECORDS
PROVIDED TO THE ENGINEER.
12/16/11

CASE NUMBER: 07-05-PP

**PRELIMINARY PLAT
GLADE PARKS**

AN ADDITION TO THE CITY OF EULESS,
TARRANT COUNTY, TEXAS
BEING 193.322 ACRES OF LAND LOCATED IN THE
J. HAVENS SURVEY, ABSTRACT NO. 685, J. DOSS
SURVEY, ABSTRACT NO. 441 & THE E.B.B. & C.
RAILROAD CO. SURVEY, ABSTRACT NO. 204,
CITY OF EULESS, TARRANT COUNTY, TEXAS

MARCH, 2008

ENGINEER/SURVEYOR: **RECEIVED**
APR 30 2008

mimja BY:

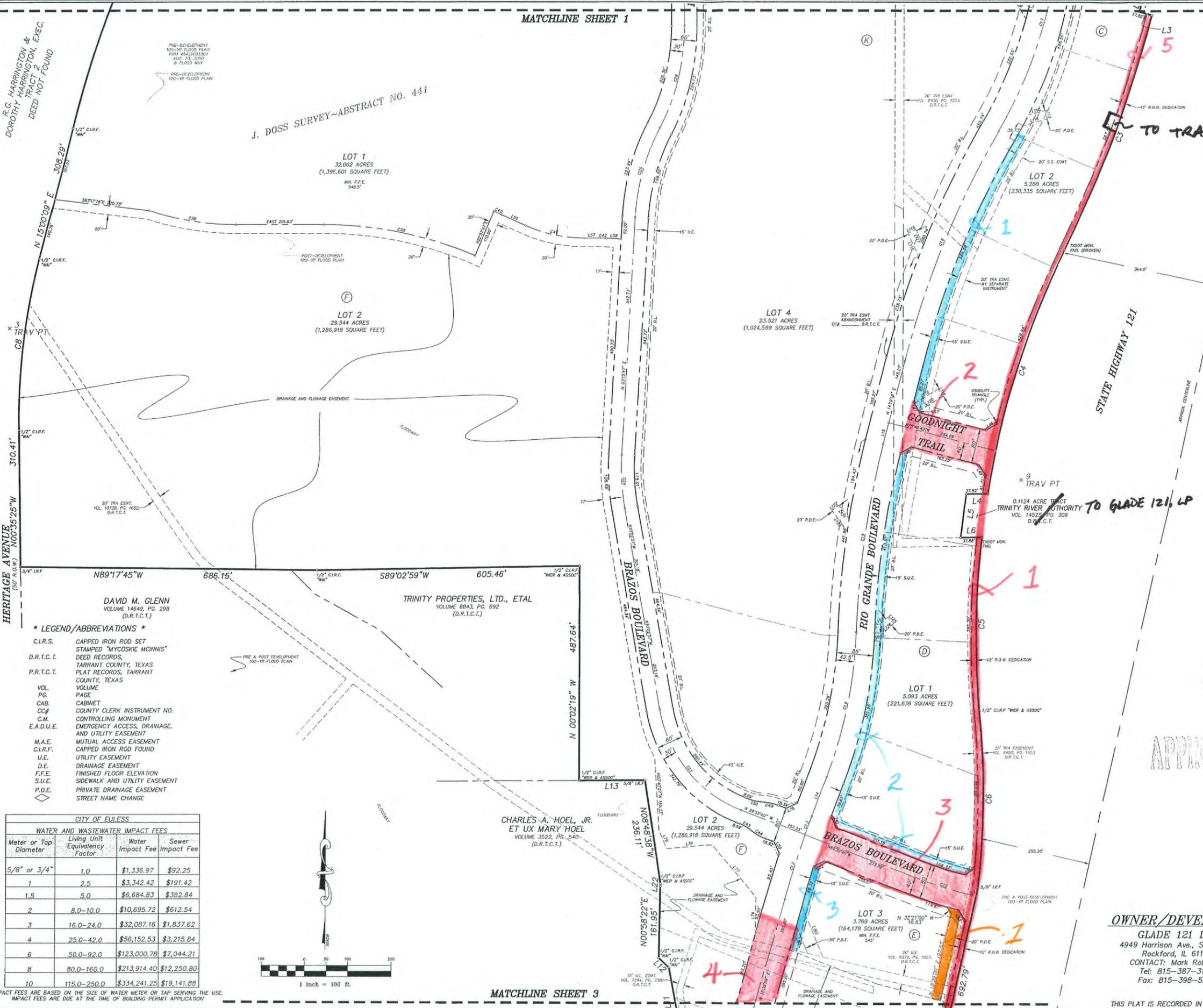
OWNER/DEVELOPER:
GLADE 121, L.P.
4949 Harrison Ave., Suite 200
Rockford, IL 61108
CONTACT: Mark Robinson
Tel: 815-387-3100
Fax: 815-398-5278

mycoskie+mcinnis+associates
civil engineering surveying landscape architecture planning
200 east shrom
arlington, Texas 76010
817-469-1671
fax: 817-274-8757
www.mmotexas.com

CONTACT: ROGER MCINNIS, P.E.
SHEET 1 OF 3

TO GLADE 121, LP

THIS PLAT IS RECORDED IN CABINET _____ SLIDE _____ P.R.T.C.T. DATE: _____



CURVE	LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	509.57	2834.78	107°57'	S07°59'00"W	508.89'
C2	49.43'	2834.78	0°39'57"	S13°43'40"W	49.43'
C3	569.99	2834.78	113°11'3"	S20°38'03"W	569.02'
C4	538.16	1839.86	177°16'36"	S17°40'17"W	582.72'
C5	394.35'	1839.86	11°38'54"	S00°39'45"W	393.70'
C6	401.24'	1879.86	12°13'46"	S00°11'32"W	400.48'
C7	132.48'	1394.50'	5°26'35"	S87°22'18"W	132.43'
C8	398.14'	1407.39'	16°05'11"	N06°56'51"E	393.84'
C9	786.34'	1839.86	16°31'58"	N22°36'42"E	783.83'
C10	538.16	1839.86	27°30'7"	S08°22'22"W	533.01'
C11	216.42'	600.00'	20°39'59"	S05°19'59"W	215.25'
C12	151.87'	2000.00'	4°21'02"	S17°50'30"W	151.83'
C13	43.66'	2000.00'	1°15'03"	S20°38'33"W	43.66'
C14	337.61'	1000.00'	18°20'37"	N11°35'45"E	336.01'
C15	432.78'	2000.00'	12°33'52"	S08°22'22"W	433.92'
C16	569.99'	2000.00'	16°17'27"	S23°28'02"W	568.25'
C17	534.29'	1000.00'	30°36'46"	N15°18'23"E	527.98'
C18	182.68'	600.00'	17°26'40"	N08°43'20"W	181.97'
C19	326.74'	600.00'	31°12'08"	N33°02'42"W	322.72'
C20	509.22'	600.00'	48°37'38"	S24°19'35"E	494.08'
C21	120.72'	300.00'	17°28'40"	S81°16'40"W	120.25'
C22	135.94'	1000.00'	74°27'20"	S73°27'20"E	135.84'
C23	311.60'	300.00'	55°30'43"	S39°48'18"E	297.78'
C24	121.98'	525.00'	31°18'44"	S03°23'35"E	121.70'
C25	211.27'	500.00'	24°12'34"	S15°22'04"W	209.70'
C26	239.74'	500.00'	27°28'22"	N13°44'11"E	237.84'
C27	111.78'	206.33'	31°02'21"	N15°31'11"W	110.41'
C28	223.56'	206.33'	62°04'42"	S00°00'00"E	212.78'
C29	111.78'	206.33'	31°02'21"	N15°31'11"E	110.41'
C30	235.55'	300.00'	44°59'10"	N22°29'35"W	229.54'
C31	52.30'	75.00'	39°59'36"	N64°58'58"W	51.29'
C32	239.74'	500.00'	27°28'22"	N13°44'11"E	237.84'
C33	76.48'	150.00'	29°12'43"	N59°35'31"W	75.65'
C34	40.12'	58.00'	39°17'53"	S70°11'03"W	39.32'
C35	5.90'	42.50'	7°58'51"	S03°58'26"E	5.89'
C36	5.58'	2782.79'	0°16'52"	N11°08'51"E	5.56'
C37	2.65'	1082.50'	0°38'28"	N03°08'30"E	2.65'
C38	203.28'	635.00'	18°20'29"	S60°49'45"E	202.41'
C39	358.70'	895.00'	22°57'47"	N78°31'06"W	356.30'
C40	20.85'	1005.00'	1°11'19"	N66°26'33"W	20.85'
C41	137.00'	325.00'	24°09'06"	S77°59'27"E	135.98'
C42	15.66'	275.00'	31°54'7"	N89°22'08"W	15.66'
C43	29.14'	100.00'	16°45'24"	N61°10'57"E	29.14'
C44	39.63'	135.50'	16°45'24"	S61°10'57"E	39.49'
C45	31.41'	45.00'	39°59'36"	N64°58'58"W	30.78'
C46	98.17'	125.00'	45°00'00"	S22°30'00"E	95.67'
C47	394.52'	375.00'	45°00'00"	N22°30'00"W	387.01'
C48	73.29'	105.00'	39°59'36"	N64°58'58"W	71.81'
C49	39.63'	135.50'	16°45'24"	N72°56'22"W	39.49'
C50	29.25'	100.00'	16°45'24"	S77°56'22"E	29.14'
C51	12.61'	100.00'	7°13'37"	S48°36'49"W	12.61'
C52	4.33'	821.50'	0°16'10"	N11°26'48"E	4.33'
C53	63.88'	48.00'	87°08'18"	N46°25'31"E	62.90'
C54	68.07'	42.00'	92°51'41"	N43°34'09"W	60.86'
C55	10.39'	42.00'	14°10'15"	S07°05'07"E	10.36'
C56	193.04'	503.00'	21°39'19"	S25°09'54"E	191.85'
C57	65.97'	42.00'	90°00'00"	S84°37'53"E	59.40'
C58	36.82'	42.00'	50°22'07"	N25°11'03"E	35.74'
C59	68.07'	42.00'	92°51'41"	N43°34'09"W	60.86'
C60	68.07'	42.00'	92°51'41"	N43°34'09"W	60.86'
C61	7.92'	2782.79'	0°16'47"	N02°54'54"E	7.92'
C62	63.78'	42.00'	87°00'12"	N46°29'54"E	57.82'
C63	65.97'	42.00'	90°00'00"	S45°00'00"E	59.40'
C64	65.97'	42.00'	90°00'00"	S45°00'00"E	59.40'
C65	71.89'	42.00'	87°38'43"	N41°10'38"W	63.22'
C66	14.06'	2782.79'	0°17'22"	N12°22'26"E	14.06'
C67	25.27'	112.00'	12°55'43"	N21°02'33"E	25.22'
C68	52.21'	112.00'	26°42'31"	S14°09'08"W	51.74'
C69	22.68'	88.00'	144°52'2"	N08°10'49"E	22.61'
C70	65.12'	42.00'	88°49'58"	N59°54'21"E	58.79'
C71	65.97'	42.00'	90°00'00"	S45°00'00"E	59.40'
C72	34.87'	62.00'	32°13'42"	S33°07'21"W	34.42'
C73	32.80'	62.00'	30°18'51"	N34°04'47"E	32.42'
C74	75.25'	42.00'	102°39'00"	N38°40'30"W	65.58'
C75	66.70'	42.00'	77°21'00"	N51°19'30"E	52.49'
C76	65.97'	42.00'	90°00'00"	S45°00'00"E	59.40'
C77	35.35'	45.00'	45°00'13"	S22°30'07"E	34.44'
C78	65.97'	42.00'	90°00'00"	N45°00'00"W	59.40'
C79	39.97'	100.00'	22°31'55"	S78°33'02"W	39.70'
C80	39.96'	100.00'	22°33'42"	S78°33'09"E	39.69'
C81	65.97'	42.00'	90°00'00"	N45°00'00"E	59.40'
C82	65.97'	42.00'	90°00'00"	S45°00'00"E	59.40'
C83	200.02'	397.00'	28°32'00"	N14°26'00"W	197.91'
C84	59.84'	212.50'	16°08'00"	N36°56'00"W	59.64'
C85	15.72'	106.00'	8°29'47"	S49°14'56"W	15.70'
C86	205.65'	315.00'	37°41'18"	N26°18'04"W	202.01'
C87	41.78'	315.00'	7°55'55"	N03°42'57"W	41.74'
C88	27.42'	42.00'	37°24'05"	N63°42'03"E	26.93'
C89	343.66'	521.50'	37°45'26"	N18°52'43"W	337.48'
C90	66.76'	42.50'	90°00'00"	S45°00'00"E	60.10'

Street right-of-way dedicated to the City of Euless = 21,246 AC
925,458 SQ. FT.

NOTES: THESE DRAWINGS HAVE BEEN MODIFIED TO REFLECT CONSTRUCTION RECORDS PROVIDED TO THE ENGINEER.
REFER TO PAGE 3 NOTES

APPROVED

CASE NUMBER: 07-05-PP

PRELIMINARY PLAT
GLADE PARKS
AN ADDITION TO THE CITY OF EULESS, TARRANT COUNTY, TEXAS
BEING 193.322 ACRES OF LAND LOCATED IN THE J. HAVENS SURVEY, ABSTRACT NO. 685, J. DOSS SURVEY, ABSTRACT NO. 441 & THE B.B. & C. RAILROAD CO. SURVEY, ABSTRACT NO. 204, CITY OF EULESS, TARRANT COUNTY, TEXAS
MARCH, 2008

ENGINEER/SURVEYOR: **mimia**
APR 30 2008

OWNER/DEVELOPER: **GLADE 121 L.P.**
4949 Harrison Ave., Suite 200
Rockford, IL 61108
CONTACT: Mark Robinson
Tel: 815-387-3100
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CONTACT: ROGER MCINNIS, P.E.
SHEET 2 OF 3

THIS PLAT IS RECORDED IN CABINET _____ SLIDE _____ P.R.T.C.T. DATE: _____

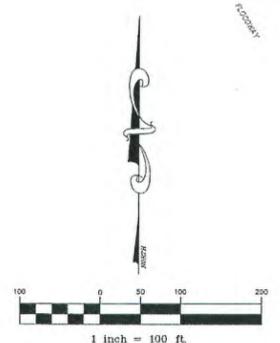
- * LEGEND/ABBREVIATIONS ***
- C.I.R.S. CAPPED IRON ROD SET
 - D.R.T.C.T. STAMPED "MYCOSKIE MCINNIS"
 - D.R.T.C.T. DEED RECORDS, TARRANT COUNTY, TEXAS
 - P.R.T.C.T. PLAT RECORDS, TARRANT COUNTY, TEXAS
 - VOL. VOLUME
 - PG. PAGE
 - CAB. CABINET
 - CC# COUNTY CLERK INSTRUMENT NO.
 - C.M. CONTROLLING MONUMENT
 - E.A.D.U.E. EMERGENCY ACCESS, DRAINAGE, AND UTILITY EASEMENT
 - M.A.E. MUTUAL ACCESS EASEMENT
 - C.I.R.F. CAPPED IRON ROD FOUND
 - U.E. UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - F.F.E. FINISHED FLOOR ELEVATION
 - S.U.E. SIDEWALK AND UTILITY EASEMENT
 - P.D.E. PRIVATE DRAINAGE EASEMENT
 - ◇ STREET NAME CHANGE

CITY OF EULESS

WATER AND WASTEWATER IMPACT FEES

Meter or Tap Diameter	Living Unit Equivalency Factor	Water Impact Fee	Sewer Impact Fee
5/8" or 3/4"	1.0	\$1,336.97	\$92.25
1	2.5	\$3,342.42	\$191.42
1.5	5.0	\$6,684.83	\$382.84
2	8.0-10.0	\$10,695.72	\$612.54
3	16.0-24.0	\$32,087.16	\$1,837.62
4	25.0-42.0	\$56,152.53	\$3,215.84
6	50.0-92.0	\$123,000.78	\$7,044.21
8	80.0-160.0	\$213,914.40	\$12,250.80
10	115.0-250.0	\$334,241.25	\$19,141.88

IMPACT FEES ARE BASED ON THE SIZE OF WATER METER OR TAP SERVING THE USE.
IMPACT FEES ARE DUE AT THE TIME OF BUILDING PERMIT APPLICATION



PERPETUAL MAINTENANCE AGREEMENT

STATE OF TEXAS COUNTY OF TARRANT Know all men by these presents:

The following reservations, restrictions, and covenants are imposed on Lots 1, 2 & 4, Block E, Lots 1 & 2, Block F, as they abut, are adjacent to, or are included within the floodplain easements, drainage easements, or emergency access easements shown on the plat filed herewith:

1. No commercial building, outbuilding, fence, or other structure shall be erected on said easement except for small ornamental walls, patios, and other landscaping, provided however, these items allowed shall not interfere in any way with the free flow of water in said channel or narrow the existing channel of the stream or interfere with free access by way of the easement for maintenance purposes without written consent of the city engineer.

2. The lot owner shall be responsible for the maintenance of his portion of said easement in order to preserve its beauty and to prevent any obstruction, flooding, or erosion. Such maintenance shall include but shall not be limited to the following:

- a. Mowing grass and preventing the growth of weeds.
b. Preventing the growth of trees or permitting other obstructions to the easement which would obstruct free access for maintenance purposes.
c. Preventing erosion by corrective construction if necessary.
d. Preventing the accumulation of trash and debris in the easement.

3. In addition to other rights of enforcement contained in these restrictions or available by statutes, ordinance, or common law, the dedicatory, his successors and assigns, and all parties claiming title to Glade Parks by, through or under him, shall be taken to hold, agree, and covenant with the dedicatory and his successors and assigns, and with each of them to conform to and observe all restrictions and covenants as to the use and maintenance of said easement and dedicatory or owner or any of the above shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions and covenants above set forth, in addition to the ordinary legal action for damages, and failure of the dedicatory or the owners of an other lot or lots shown to abut said easement to enforce any other restrictions or covenants herein set forth at the time of violation shall in no event be deemed to be a waiver of the right to do so at any time thereafter.

4. In addition to the rights of enforcement given to dedicatory and other lot owners as set forth in paragraph 3 above, specifically provided that the City of Euless may, at its option, bring any action and obtain any remedy to enforce or prevent the breach of said restrictions.

5. It is specifically provided that the dedicatory, his successors and assigns, other lot owners and the City of Euless as provided above, shall have the right to recover their attorney's fees, court costs, and expenses incurred in any suit to enforce or prevent the breach of any restriction applicable to said easement.

6. In addition to the remedies above provided, the City of Euless may, at its option, thirty days after written notice to a lot owner, enter the easement and perform the necessary maintenance repair and charge the lot owner or owners the pro-rata cost thereof. Said charges shall be a lien on the abutting lot or lots inferior only to prior recorded liens on said lot or lots.

To have and to hold the above-described perpetual maintenance agreement in and to said premises with the right of ingress and egress thereto, together with all and singular the usual rights thereto in any wise belonging, unto the said City of Euless, Texas, and its successors and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend, oil and singular, the said premises unto the said City of Euless, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

In witness whereof, this instrument is executed this ___ day of ___, 2008.

STATE OF TEXAS COUNTY OF TARRANT

This instrument was acknowledged before me by the said ___ on this ___ day of ___, 2008.

Notary Public, State of Texas

CITY APPROVAL BLOCK

The City of Euless Planning and Zoning Commission approved this preliminary plat on the date specified and authorization is hereby given to the property owner's Professional Engineer to begin preparation of construction plans for public improvements. The City Engineer will issue a Release for Construction of the Public Improvements after a review and final approval of construction plans. Authorization for property owner to commence site grading may be approved by the City Engineer.

A Final Plat shall be approved by the city upon submission in compliance with city codes and the completion of all public improvements to the City Engineer's satisfaction or proper execution of a Subdivision Improvement Agreement under the terms specified in the Euless Unified Development Code.

This authorization shall be valid for a period of two years from the date of the Commission's approval unless a Final Plat has been approved by the city.

Chairman, Planning and Zoning Commission Date of P&Z Approval

Street right-of-way dedicated to the City of Euless = 21,246 AC 925,458 SQ. FT.

RECORD DRAWINGS THESE DRAWINGS HAVE BEEN MODIFIED TO REFLECT CONSTRUCTION RECORDS PROVIDED TO THE ENGINEER 12/16/11

CASE NUMBER: 07-05-PP

APPROVED

PRELIMINARY PLAT GLADE PARKS AN ADDITION TO THE CITY OF EULESS, TARRANT COUNTY, TEXAS BEING 193.322 ACRES OF LAND LOCATED IN THE J. HAVENS SURVEY, ABSTRACT NO. 685, J. DOSS SURVEY, ABSTRACT NO. 441 & THE B.B.B. & C. RAILROAD CO. SURVEY, ABSTRACT NO. 204, CITY OF EULESS, TARRANT COUNTY, TEXAS

MARCH, 2008

ENGINEER/SURVEYOR: RECEIVED APR 30 2008

mimja ASSOCIATES

mycoskie+mcinnis+associates

OWNER/DEVELOPER:

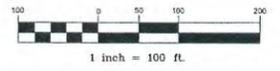
GLADE 121 L.P. 4949 Harrison Ave., Suite 200 Rockford, IL 61108 CONTACT: Mark Robinson Tel: 815-387-3100 Fax: 815-398-5278

CONTACT: ROGER MCINNIS, P.E. SHEET 3 OF 3

THIS PLAT IS RECORDED IN CABINET ___, SLIDE ___, P.R.T.C.T. DATE: ___

* LEGEND/ABBREVIATIONS *

- C.I.R.S. CAPPED IRON ROD SET
D.R.T.C.T. STAMPED "MYCOSKIE MCINNIS" DEED RECORDS, TARRANT COUNTY, TEXAS
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D.E. DRAINAGE EASEMENT
F.F.E. FINISHED FLOOR ELEVATION
S.U.E. SIDEWALK AND UTILITY EASEMENT
P.D.E. PRIVATE DRAINAGE EASEMENT
STREET NAME CHANGE



OWNER'S DEDICATION

Now therefore know all men by these presents:

That Glade 121, L.P., through the undersigned authority, does hereby adopt this plat designating the herein above described property as GLADE PARKS, an addition to the City of Euless, Texas, and does hereby dedicate to the public use forever the streets and alleys shown hereon; and does hereby dedicate the easements shown on the plat for mutual use and accommodation of all public utilities desiring to use, or using same, said dedications being free and clear of all liens and encumbrances, except as shown herein, Glade 121, L.P., does hereby bind itself, its successors and assigns to forever warrant and defend all and singular the above described streets, alleys, easements and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof. No buildings, fences, trees, shrubs, or other improvements shall be constructed or placed upon, over, or across the easements on said plat. Any public utility shall have the right to remove and keep removed oil or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements, and any public utility shall at all times have the right of ingress and egress to and from and upon any of said easements for the purpose of constructing, inspecting, patrolling, maintaining, and adding to or removing all or part of its respective system without the necessity at any time of procuring the permission of anyone.

WITNESSED MY HAND THIS ___ DAY OF ___, 2008.

Signature of Owner Position in Corporation if Applicable

Name of Corporation if Applicable Lien Holder if Applicable

To the best of my knowledge there are no liens against this property.

Signature of Owner

BEFORE ME, the undersigned authority, on this day personally appeared ___ known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ___ day of ___, 2008.

Notary Public, in and for the State of Texas

My commission expires ___

Printed name: ___

NOTES:

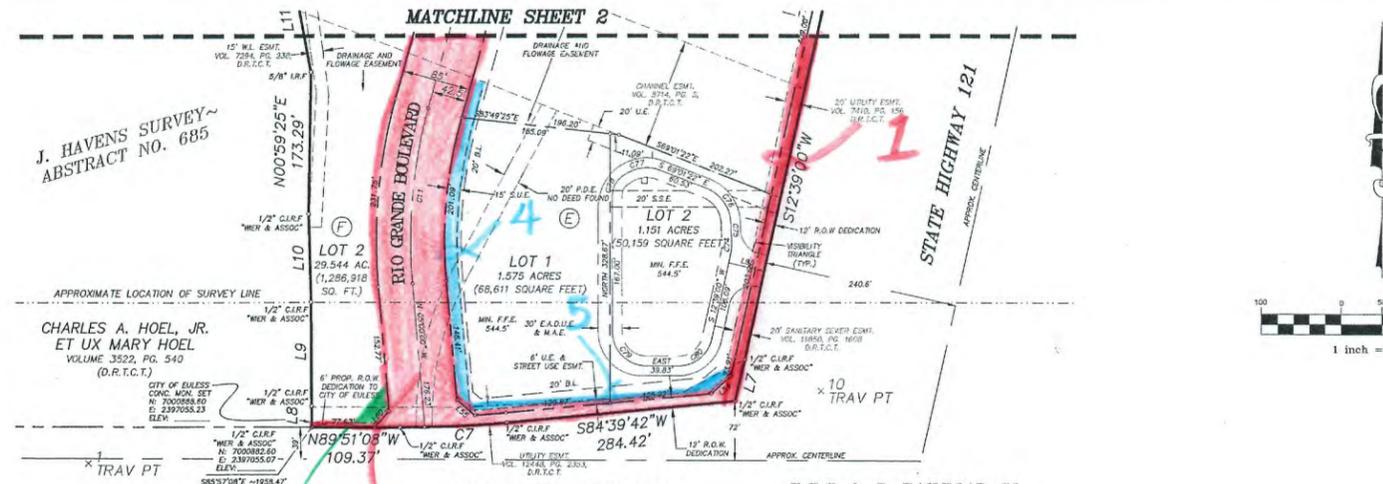
- 1. The City of Euless will not be responsible for or be maintaining any non-drainage related improvements within the drainage easement, including but not limited to paving and fences.
2. The City of Euless reserves the right to require minimum finish floor elevations on any lot contained within this addition. The minimum elevations are based on the most current information available at the time the plat was filed and may be subject to change. Additional lots, other than those shown may also be subject to minimum finish floor criteria.
3. The bearings shown hereon are based on the South line of Heritage Towne Crossing, an addition to the City of Euless, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 7743, Plat Records, Tarrant County, Texas, Being Due East (as shown hereon).
4. Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law and is subject to fines and withholding of utilities and building permits.
5. The city will not maintain any interior drainage systems that originate within this development.
6. Within emergency access easements (fire lanes) the roadway surface, subgrade, markings and signage shall be maintained at all times to allow for the clear passage of emergency vehicles. Clear passage shall include both horizontal and vertical widths according to clearances established in the Fire Marshal's policy statement. (Ref. Sh. 1, 2 & 3)
7. Combined scale factor including elevation adjustment is 0.9998587474.
8. Rotation from plat bearing to grid bearing is 00°44'16" Counter-clockwise.
9. Based on the flood study prepared by Hall Associates, dated December 2006, a post construction LOMR will be prepared and provided to the city along with as-built and geotechnical documentation of the fill areas.
10. All gas well site locations shall meet all applicable City of Euless Ordinances.

SURVEYOR'S CERTIFICATE

This is to certify that I, Merle W. Miller, a registered professional land surveyor of the State of Texas, have plotted the above subdivision from an actual survey on the ground; and that all lot corners, angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me.

PRELIMINARY This document shall not be recorded for any purpose.

Merle W. Miller Registered Professional Land Surveyor No. 5439 State of Texas March 11, 2008



OWNER'S CERTIFICATE

STATE OF TEXAS COUNTY OF TARRANT

WHEREAS, Glade 121, L.P., acting by and through the undersigned, its duly authorized agent, is the sole owner of a tract of land located in the J. Havens Survey, Abstract No. 685, J. Doss, Survey Abstract No. 441, and the B.B.B. & C. RR Co. Survey, Abstract No. 204, Euless, Tarrant County, Texas;

BEING a 193.323 acre tract of land located in the J. Havens Survey, Abstract No. 685, J. Doss, Survey Abstract No. 441, and the B.B.B. & C. RR Co. Survey, Abstract No. 204, in the City of Euless, Tarrant County, Texas, being all of a called 136,164 acre tract of land as described in the Special Warranty Deed with Vendor's Lien to Glade 121, L.P., a Texas Limited Partnership, filed for record in County Clerk's Instrument No. D205241917, Deed Records, Tarrant County, Texas, and being all of a called 46,466 acre tract of land as described in the Special Warranty Deed with Vendor's Lien to Glade 121, L.P., a Texas Limited Partnership, filed for record in County Clerk's Instrument No. D205241915, of said Deed Records, also being all of a called 10,697 acre tract of land as described in the Special Warranty Deed to Glade 121, L.P., a Texas Limited Partnership, filed for record in County Clerk's Instrument No. D207216456, of said Deed Records, said 193.323 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a Texas Department of Transportation (hereafter referred to as "TXDOT") concrete monument found for the southeast corner of Lot 1, Block B, Heritage Towne Crossing, an addition to the City of Euless, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 7743, Plat Records, Tarrant County, Texas, also being on the west right-of-way line of State Highway 121, a variable width right-of-way, from which City of Euless GPS monument E16 bears North 42 degrees 55 minutes 08 seconds East, a distance of 705.90 feet;

THENCE along said west right-of-way line, the following calls:

South 02 degrees 51 minutes 41 seconds West, a distance of 1566.91 feet, to a TXDOT concrete monument found at the beginning of a non-tangent curve to the right having a radius of 2,834.79 feet;

Along said non-tangent curve to the right, and in a southerly direction, through a central angle of 10 degrees 17 minutes 57 seconds, an arc length of 509.57 feet, and having a long chord which bears South 07 degrees 59 minutes 00 seconds West, a chord length of 508.89 feet, to a 5/8 inch capped iron rod found at the beginning of a compound curve to the right having a radius of 2,834.79 feet;

Along said compound curve to the right, and in a southerly direction, through a central angle of 00 degrees 59 minutes 57 seconds, an arc length of 49.44 feet, and having a long chord which bears South 13 degrees 43 minutes 40 seconds West, a chord length of 49.43 feet, to a 5/8 inch capped iron rod found stamped "JO ENG" for the northeast corner of a called 0.022 acre tract of land as described in the General Warranty Deed to the Trinity River Authority of Texas, filed for record in County Clerk's Instrument No. D206263886, of said Deed Records;

THENCE along the north, west, and south lines of said called 0.022 acre tract of land, the following calls:

North 75 degrees 28 minutes 09 seconds West, a distance of 29.82 feet, to a 5/8 inch capped iron rod found stamped "JO ENG";

South 14 degrees 33 minutes 59 seconds West, a distance of 32.02 feet, to a 5/8 inch capped iron rod found stamped "JO ENG";

South 75 degrees 30 minutes 18 seconds East, a distance of 29.82 feet, to a 5/8 inch capped iron rod found stamped "JO ENG" on said west right-of-way line, and being at the beginning of a non-tangent curve to the right having a radius of 2,834.79 feet;

THENCE along said west right-of-way line, the following calls:

Along said non-tangent curve to the right, and in a southerly direction, through a central angle of 11 degrees 31 minutes 14 seconds, an arc length of 570.00 feet, and having a long chord which bears South 20 degrees 38 minutes 03 seconds West, a chord length of 569.02 feet, to a TXDOT concrete monument found (broken), and being at the beginning of a reverse curve to the left having a radius of 1,939.85 feet;

Along said reverse curve to the left, and in a southerly direction, through a central angle of 17 degrees 16 minutes 36 seconds, an arc length of 584.94 feet, and having a long chord which bears South 17 degrees 40 minutes 17 seconds West, a chord length of 582.72 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie Mcinnis", being the northeast corner of a called 0.1124 acre tract of land as described in the General Warranty Deed to the Trinity River Authority, filed for record in Volume 14525, Page 309, of said Deed Records;

THENCE along the north, west and south lines of said called 0.1124 acre tract of land, the following calls:

South 88 degrees 48 minutes 11 seconds West, a distance of 50.01 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie Mcinnis";

South 07 degrees 32 minutes 58 seconds West, a distance of 99.91 feet, to a 5/8 inch capped iron rod set stamped "Mycoskie Mcinnis";

North 88 degrees 53 minutes 17 seconds East, a distance of 49.99 feet, to a TXDOT concrete monument found on said west right-of-way line, and being at the beginning of a non-tangent curve to the left having a radius of 1,939.86 feet;

THENCE along said west right-of-way line, the following calls:

Along said non-tangent curve to the left, and in a southerly direction, through a central angle of 11 degrees 38 minutes 54 seconds, an arc length of 394.38 feet, and having a long chord which bears South 00 degrees 39 minutes 45 seconds West, a chord length of 393.70 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC." at the beginning of a reverse curve to the right having a radius of 1,879.86 feet;

Along said reverse curve to the right, and in a southerly direction, through a central angle of 12 degrees 13 minutes 45 seconds, an arc length of 401.24 feet, and having a long chord which bears South 00 degrees 11 minutes 32 seconds West, a chord length of 400.48 feet, to a 5/8 inch iron rod found;

South 12 degrees 39 minutes 00 seconds West, a distance of 692.79 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC."

OWNER'S CERTIFICATE CONTINUED

South 13 degrees 10 minutes 13 seconds West, a distance of 52.54 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC." at the intersection of the said west right-of-way line and the north right-of-way line of Cheek Sparger Road, a variable width right-of-way;

THENCE along said north right-of-way line, the following calls:

South 84 degrees 39 minutes 42 seconds West, a distance of 284.42 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC." at the beginning of a non-tangent curve to the right having a radius of 1,394.50 feet;

Along said non-tangent curve to the right, and in a westerly direction, through a central angle of 05 degrees 28 minutes 35 seconds, an arc length of 132.48 feet, and having a long chord which bears South 87 degrees 22 minutes 18 seconds West, a chord length of 132.43 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC.";

North 89 degrees 51 minutes 08 seconds West, a distance of 109.37 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC." for the southeast corner of a called 25.00 acre tract of land as described in the deed to Charles A. Hoel, Jr., et ux Mary Hoel, filed for record in Volume 3522, Page 540, of said Deed Records;

THENCE along the east line of said called 25.00 acre tract of land the following calls:

North 00 degrees 10 minutes 42 seconds West, a distance of 25.97 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC.";

North 00 degrees 10 minutes 47 seconds West, a distance of 127.26 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC.";

North 01 degrees 33 minutes 50 seconds West, a distance of 107.65 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC.";

North 00 degrees 59 minutes 25 seconds East, a distance of 173.29 feet, to a 5/8 inch iron rod found;

North 10 degrees 47 minutes 33 seconds West, a distance of 144.71 feet, to a 1/2 inch capped iron rod found stamped "WAI";

North 46 degrees 21 minutes 27 seconds West, a distance of 31.73 feet, to a 1/2 inch capped iron rod found stamped "WAI";

North 00 degrees 58 minutes 22 seconds East, a distance of 161.95 feet, to a 1/2 inch iron rod found;

North 05 degrees 17 minutes 30 seconds East, a distance of 5.52 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC.";

North 08 degrees 48 minutes 38 seconds West, a distance of 236.11 feet, to a 5/8 inch iron rod found for the northeast corner of the said called 25.00 acre tract of land;

South 89 degrees 39 minutes 11 seconds West, a distance of 152.87 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC." for the Southeast corner of a called 15.692 acre tract of land as described in Warranty Deed to Trinity Properties Ltd., filed for record in Volume 8843, Page 692, of said Deed Records;

THENCE North 00 degrees 02 minutes 19 seconds West, along the East line of said 15.692 acre tract of land, a distance of 487.64 feet, to a 1/2 inch capped iron rod found stamped "WIER & ASSOC." for the northeast corner of said called 15.692 acre tract of land;

THENCE South 89 degrees 02 minutes 59 seconds West, along the north line of said called 15.962 acre tract of land, a distance of 605.46 feet, to a 1/2 inch capped iron rod found stamped "WAI";

THENCE North 89 degrees 17 minutes 45 seconds West, passing the common corner of said 15.962 acre tract of land and a called 10.367 acre tract of land as described in Warranty Deed to David M. Glenn, filed for record in Volume 14649, Page 298, of said Deed Records, at a distance of 59.05 feet, and continuing in all a total distance of 686.15 feet, to a 3/4 inch iron rod found, and being on the east right-of-way line, of Heritage Parkway, a 50' prescriptive right-of-way easement;

THENCE along said east right-of-way line, the following calls:

North 00 degrees 35 minutes 25 seconds West, a distance of 310.41 feet, to a 1/2 inch capped iron rod found stamped "WAI" at the beginning of a non-tangent curve to the right having a radius of 1,407.39 feet;

Along said non-tangent curve to the right in a northerly direction, through a central angle of 16 degrees 05 minutes 11 seconds, an arc length of 395.14 feet, and having a long chord which bears North 06 degrees 58 minutes 51 seconds East, a chord length of 393.84 feet, to a 1/2 inch capped iron rod found stamped "WAI";

North 15 degrees 00 minutes 09 seconds East, a distance of 308.29 feet, to a 1/2 inch capped iron rod found stamped "WAI" at the beginning of a non-tangent curve to the right having a radius of 2,839.64 feet;

Along said non-tangent curve to the right in a northeasterly direction, through a central angle of 15 degrees 51 minutes 57 seconds, an arc length of 783.33 feet, and having a long chord which bears North 22 degrees 56 minutes 42 seconds East, a chord length of 783.83 feet, to a 1/2 inch capped iron rod found stamped "WAI";

North 30 degrees 53 minutes 12 seconds East, a distance of 516.04 feet, to a 1/2 inch capped iron rod found stamped "WAI" at the beginning of a non-tangent curve to the left having a radius of 1121.05 feet;

Along said non-tangent curve to the left in a northerly direction, through a central angle of 27 degrees 30 minutes 17 seconds, an arc length of 536.16 feet, and having a long chord which bears North 17 degrees 42 minutes 20 seconds East, a chord length of 533.01 feet, to a 1/2 inch capped iron rod found stamped "WAI";

North 05 degrees 01 minutes 14 seconds East, a distance of 735.61 feet, to a 1/2 inch capped iron rod found stamped "WAI" for the southwest corner of Lot 1, Block A, of the aforementioned Heritage Towne Crossing;

THENCE due East (bearing basis), along the South line of said Heritage Towne Crossing, a distance of 1,860.29 feet, to the POINT OF BEGINNING and containing 193.323 acres (8,421,138 square feet) of land.