

**THE STATE OF TEXAS §**  
**§**  
**COUNTY OF TARRANT §**

**DEVELOPMENT AGREEMENT BETWEEN CREEKWOOD GLADE PARKS LLC  
PROPERTIES AND THE CITY OF EULESS**

This Development Agreement (“Agreement”) is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Creekwood Glade Parks LLC (the “Developer”), a Texas limited liability company and the CITY OF EULESS, TEXAS (the “City”), a home rule municipality organized and existing under the constitution and laws of the State of Texas, for the purposes and considerations stated below.

**WHEREAS**, the Developer has proposed to undertake a project to improve and develop a site of approximately 42.87 acres within the City of Euless and the City of Bedford as a mixed-use development creating multiple new employment opportunities, shopping opportunities, and additional revenue to the City, to be known as the Glade Parks South Development; and

**WHEREAS**, the City has determined that such project will promote local economic development and stimulate business and commercial activity within the municipality; and

**WHEREAS**, the Developer has agreed to construct public improvements necessary to serve the needs of the Glade Parks South Development; and

**WHEREAS**, the City has agreed to participate in the cost of certain public improvements as provided herein; and

**WHEREAS**, the City and the Developer desire to enter into this Agreement to set forth responsibilities of the parties necessary to implement the obligations of each party with regard to the construction of public improvements in connection with the Glade Parks South Development.

**NOW, THEREFORE**, for and in consideration of the premises above stated and hereinafter set forth, the parties agree as follows:

**Section 1. Heritage Avenue Improvements**

A. The Developer will reconstruct approximately 150 linear feet of Heritage Avenue adjacent to the Glade Parks South Development, from the intersection of Heritage Avenue and Cheek Sparger Road northward, in accordance with plans submitted to and approved by the City and described and depicted in Exhibit A.

B. Upon execution of this Agreement the Developer shall deposit the estimated cost of the Heritage Avenue improvements as set forth in Exhibit B into an escrow account to be held by the City to guarantee the construction of the improvements.

C. The Developer shall contract with a qualified engineering firm licensed in the State of Texas to design the street improvements, prepare an estimate of the total cost to construct the improvements, and prepare construction plans for the City to review. If the estimate is in excess of the amount set forth in Exhibit B, the Developer shall deposit the additional amount into the escrow account to be held by the City.

D. Upon completion of the Heritage Avenue improvements by the Developer and acceptance by the City, the escrow funds shall be refunded to the Developer within 45 days.

## **Section 2. Heritage Avenue Maintenance**

A. The Glade Parks South Development will generate vehicular traffic that will contribute significantly to increased roadway maintenance requirements along Heritage Avenue. Upon execution of this Agreement the Developer shall deposit ninety thousand dollars (\$90,000) into an escrow account to be held by the City to assist in the future maintenance of Heritage Avenue.

B. The City will be responsible for the maintenance of Heritage Avenue within the Euless city limits and will maintain Heritage Avenue consistent with applicable City standards. When the City determines that additional maintenance of Heritage Avenue is needed, it shall pay for the cost of such maintenance by using the monies escrowed by the Developer.

## **Section 3. Traffic Signal**

A. It is anticipated that the Glade Parks South Development will generate vehicular traffic that will necessitate the installation of traffic signal(s) at the intersection of Heritage Avenue and Cheek Sparger Road. Upon execution of this Agreement the Developer shall deposit fifty thousand dollars (\$50,000) into an escrow account to be held by the City to apply towards the future installation of these traffic signal(s).

B. The City will be responsible for the installation of traffic signal(s) at the intersection of Heritage Avenue and Cheek Sparger Road at such a time that the City determines that traffic signal(s) are required. The City shall pay for the cost of such installation of said traffic signal(s) by using, in part, the monies escrowed by the Developer. Upon completion of installation, any amounts not expended by the City shall be refunded to the Developer.

C. If any of the escrowed amounts for installation of traffic signal(s) have not been expended by the City within ten (10) years from the date of this Agreement, the Developer may request that such amounts be refunded to the Developer. If no request for refund has been received by the City by May 12, 2027, such remaining escrow funds may be used by the City for any lawful purpose.

#### **Section 4. Access to Rio Grande Boulevard**

The City owns an approximately 1.027 acre tract of land fronting on Rio Grande Boulevard to the east of the Glade Parks South Development as more particularly described in Exhibit C attached hereto (the "City Property"). Access from the City Property to Rio Grande Boulevard is subject to a landscape easement dated March 19, 2015 and filed of record as Instrument No. D215055010 in the Real Property Records of Tarrant County and is further limited by deed restrictions and permitted exceptions set forth in a special warranty deed dated March 19, 2015 and filed of record as Instrument No. D215055012 in the Real Property Records of Tarrant County (the "Access Restrictions"). The City agrees to allow the Developer, and its successors and assigns, reasonable access across the City Property from the Glade Parks South Development to Rio Grande Boulevard, and additional rights and uses allowed within the City Property, which are not in conflict with the Access Restrictions applicable to the City Property. In order to utilize access across the City Property, the Developer must submit a site plan for the City's discretionary approval showing the requested access (the "Site Plan"). The City hereby grants Developer and its successors and assigns an easement to cross the City Property and an easement to enter upon the City Property for the purpose of constructing drives in accordance with the Site Plan, and for installing lighting, signage and landscaping in accordance with the Site Plan.

#### **Section 5. Mutual Assistance**

The City and the Developer shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions of this Agreement.

#### **Section 6. Binding Agreement**

This Agreement constitutes a valid and binding obligation of the City and the Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

#### **Section 7. Rough Proportionality**

It is understood and agreed that the Developer is legally responsible to construct, dedicate and pay for only those public improvements and facilities that are necessitated by and attributable to the Glade Parks South Development. The Developer hereby agrees that the construction and escrow requirements in this Agreement are necessitated by and attributable to the Glade Parks South Development and are roughly proportional to the need for such construction or payments and the Developer hereby waives any claim therefor that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality by the City have been met, and that any costs incurred relative to construction and payments under this Agreement are related both in nature and extent to the impact of the Glade Parks South Development. The Developer waives and releases all claims, on behalf of the Developer and any subsequent purchasers of land within the Glade Parks South



**Section 11. Venue**

The obligations of the parties to this Agreement are performable in Tarrant County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Tarrant County, Texas.

**Section 12. Applicable Laws**

This Agreement is made subject to the provisions of the Charter and ordinances of the City, as amended, and all applicable State and Federal laws.

**Section 13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**Section 14. Legal Construction/Partial Invalidity of Agreement**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

EXECUTED and effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF EULESS, TEXAS

\_\_\_\_\_  
Loretta Getchell, City Manager

DEVELOPER:

Creekwood Glade Parks LLC

By: \_\_\_\_\_,

\_\_\_\_\_  
[Title]

**ACKNOWLEDGMENTS**

**STATE OF TEXAS           §**  
  §  
**COUNTY OF TARRANT   §**

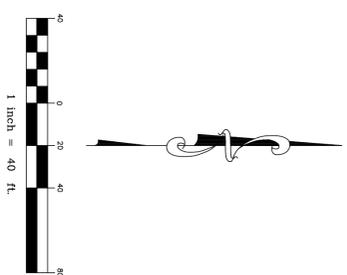
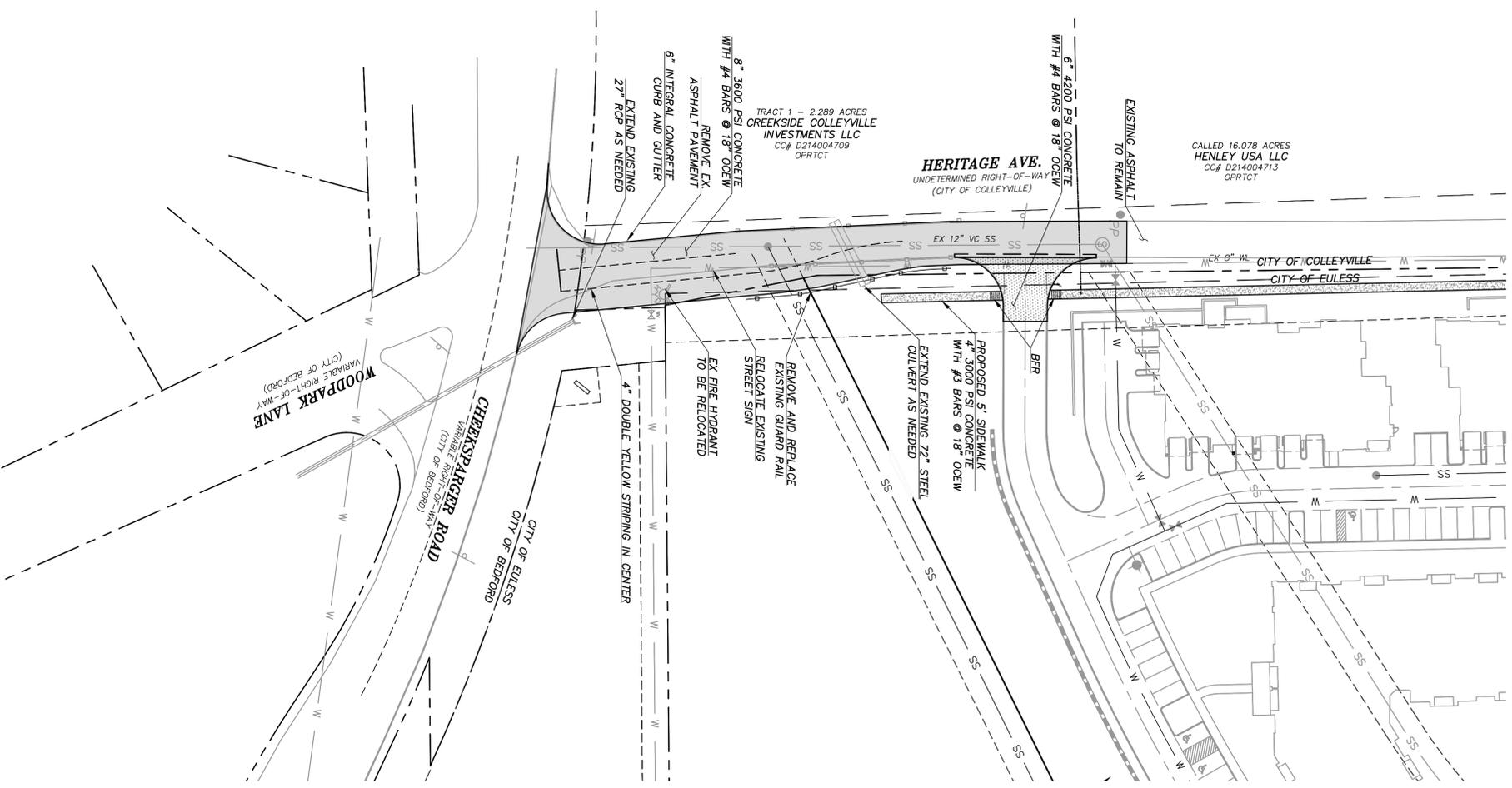
This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015,  
by Loretta Getchell, City Manager of the City of Euless, Texas, on behalf of said city.

\_\_\_\_\_  
Notary Public, in and for the State of Texas  
My Commission expires:\_\_\_\_\_

**STATE OF TEXAS           §**  
  §  
**COUNTY OF DALLAS      §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2015,  
by \_\_\_\_\_, as \_\_\_\_\_ of Creekwood Glade Parks  
LLC, a Texas limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, in and for the State of Texas  
My Commission expires:\_\_\_\_\_



- PAVEMENT LEGENDA:**
- 4" - 3000 PSI CONCRETE SIDEWALK WITH #3 BARS @ 18" OCEW OVER 6" COMPACTED SUBGRADE TO 95% STD. PROCTOR DENSITY
  - 8" - 3600 PSI CONCRETE PAVEMENT WITH #4 BARS @ 18" OCEW OVER 6" LINE STABILIZED SUBGRADE COMPACTED TO 95% OF ASTM D698 (-1% TO +3% OPTIMUM MOISTURE CONTENT)
  - 6" - 4200 PSI CONCRETE DRIVEWAY PAVEMENT WITH #4 BARS @ 18" OCEW OVER 6" LINE STABILIZED SUBGRADE COMPACTED TO 95% OF ASTM D698 (-1% TO +3% OPTIMUM MOISTURE CONTENT)
  - BFR PROPOSED BARRIER FREE RAMP
  - SW SIDEWALK
  - CW CROSSWALK
  - FDC FIRE DEPARTMENT CONNECTION
  - EXISTING NATURAL GAS LINE
  - PROP- LIGHT POLE

**GENERAL NOTES:**  
IMPROVEMENTS WILL BE CONSTRUCTED WITH CONCRETE MEETING CITY OF EULESS SPECIFICATIONS AND WILL ALSO INCLUDE REPLACEMENT OF THE CULVERT UNDER HERITAGE AVENUE.

**BENCHMARK:**  
BM #1  
CITY OF EULESS BM ET5  
PUBLISHED ELEVATION - 531.40  
NAD 83 (GRID) DATA  
N 7000765.0 E 2399009.7

**BM #2**  
X- CUT SET IN CONCRETE SIDEWALK, 6.5' WEST OF WEST CURB LINE RIO GRANDE BLVD., 175 NORTH OF NORTH CURB LINE CHEEKSPARGER ROAD, 126 SOUTHEAST OF AN PROJECT ELEVATION - 547.43  
NAD 83 GRID DATA  
N 7001052.3 E 2397146.1

**GENERAL UTILITY NOTES:**  
ALL EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH THIS DATA IS BELIEVED TO BE ACCURATE, THE ENGINEER AND THE CONTRACTOR IS CAUTIONED THAT THE OWNER AND THE ENGINEER NEITHER ASSUMES NOR IMPLIES ANY RESPONSIBILITY FOR THE ACCURACY OF THIS DATA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE UTILITY AFFECTED AND VERIFY THESE LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

CALL 1-800-344-8377 (OIG-TESS) OR OTHER UTILITY LOCATING SERVICES PRIOR TO CONSTRUCTION ACTIVITY. MONNIS ASSOCIATES, INC. IS NOT RESPONSIBLE FOR KNOWING ALL EXISTING UTILITIES OR DEPICING EXACT LOCATIONS OF UTILITIES ON DRAWINGS.

# GLADE PARKS SOUTH URBAN LOFTS HERITAGE AVENUE IMPROVEMENTS EULESS, TEXAS

PROJECT TITLE:  
GLADE PARKS SOUTH  
URBAN LOFTS

**mima**  
monnis associates  
an engineering consulting architecture interior planning  
20064911 05/16/09  
9111111111, 111111 716110  
617-469-1671  
1601-817-3724-8757  
www.mimassociates.com

PROJECT NUMBER:	2735-00-01
PROJECT MANAGER:	J. SWARTER
DRAWN BY:	H. PERACE
CHECKED BY:	A. CASO
ISSUE DATE:	09/08/2015

REV.	DATE	DESCRIP.	BY

SHEET CONTENT:  
**EXHIBIT A:  
HERITAGE  
AVENUE  
IMPROVEMENTS**

SHEET NO:  
**1**

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EXHIBIT B  
HERITAGE AVENUE IMPROVEMENTS COST ESTIMATE

MYCOSKIE MCINNIS ASSOCIATES, INC.  
200 EAST ABRAM STREET  
ARLINGTON, TEXAS 76010

CLIENT: Tonti Properties  
PROJECT: Heritage Avenue Improvements  
CITY: Euless, TX  
DATE: May 6, 2015

PROJECT # 2735-00-01  
BY: H. Pearce  
ACREAGE: 24.7  
LOTS: 1

EXHIBIT B  
COST PROJECTION

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>Exhibit B: Heritage Avenue Improvements</b>					
<b>A. Off-Site Water Facilities</b>					
1	RELOCATE EXISTING FIRE HYDRANT	1	EA	\$ 2,000.00	\$ 2,000.00
<b>Sub-Total</b>					<b>\$ 2,000.00</b>
<b>B. Off-Site Storm Drainage</b>					
1	EXTEND EX. 72" STEEL CULVERT	25	LF	\$ 350.00	\$ 8,750.00
2	EXTEND EX. 27" RCP	32	LF	\$ 75.00	\$ 2,400.00
<b>Sub-Total</b>					<b>\$ 11,150.00</b>
<b>C. Off-Site Street Paving (Heritage Avenue)</b>					
1	REMOVE EX. ASPHALT PAVEMENT	873	SY	\$ 10.00	\$ 8,730.00
2	8" 3600 PSI CONCRETE W#4 BARS @18"OCEW	1234	SY	\$ 54.00	\$ 66,636.00
3	8" LIME STABILIZED SUBGRADE	1306	SY	\$ 6.00	\$ 7,836.00
4	LIME FOR SUBGRADE	23.5	TON	\$ 187.00	\$ 4,394.50
5	GUARDRAIL	100	LF	\$ 50.00	\$ 5,000.00
6	REMOVE EX. GUARDRAIL	100	LF	\$ 3.00	\$ 300.00
7	STRIPING - 4" SINGLE WHITE STRIPE	694	LF	\$ 1.00	\$ 694.00
8	STRIPING - 4" DOUBLE YELLOW STRIPE	322	LF	\$ 2.00	\$ 644.00
9	24" STOP BAR	1	EA	\$ 360.00	\$ 360.00
<b>Sub-Total</b>					<b>\$ 94,594.50</b>
<b>D. Miscellaneous</b>					
1	STOP SIGNS	1	EA	\$ 500.00	\$ 500.00
2	RELOCATE EXISTING SIGNS	1	EA	\$ 500.00	\$ 500.00
<b>Sub-Total</b>					<b>\$ 1,000.00</b>
<b>E. Future Heritage Avenue Maintenance Escrow</b>					<b>\$ 90,000.00</b>
<b>F. Future Traffic Signal (Heritage &amp; Cheek Sparger) Escrow</b>					<b>\$ 50,000.00</b>

**MYCOSKIE MCINNIS ASSOCIATES, INC.**  
**200 EAST ABRAM STREET**  
**ARLINGTON, TEXAS 76010**

CLIENT: Tonti Properties  
PROJECT: Heritage Avenue Improvements  
CITY: Euless, TX  
DATE: May 6, 2015

PROJECT # 2735-00-01  
BY: H. Pearce  
ACREAGE: 24.7  
LOTS: 1

**EXHIBIT B**  
**COST PROJECTION**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>Summary</b>					
A.	Off-Site Water Facilities			\$	2,000.00
B.	Off-Site Storm Drainage			\$	11,150.00
C.	Off-Site Street Paving (Heritage Avenue)			\$	94,594.50
	<b>Total Construction Cost</b>			\$	<b>107,744.50</b>
D.	Miscellaneous			\$	1,000.00
E.	Future Heritage Avenue Maintenance Escrow			\$	90,000.00
F.	Future Traffic Signal (Heritage & Cheek Sparger) Escrow			\$	50,000.00
	<b>Total Projected Cost</b>			\$	<b>248,744.50</b>

**NOTES**

- 1 This cost projection is based on the preliminary site plan for Glade Parks South Urban Lofts prepared by Mycoskie McInnis Associates, Inc. (MMA).
- 2 Quantities and design are subject to change until final plans are completed.
- 3 No geotechnical tests have been performed to determine subsurface conditions on this site. Construction costs projected herein assumes that there will be no rock excavation.
- 4 This cost projection does not include the costs for constructing any franchise utilities such as natural gas, electricity, cable television, telephone, etc.
- 5 This cost projection does not include any environmental reports or investigations including wetlands, Waters of the United States, etc.
- 6 This cost projection was created to estimate the cost of proposed public infrastructure improvements.
- 7 Unit prices for this estimate were provided by Jackson Construction. Since MMA has no control over market conditions including cost of labor, materials, or equipment, we cannot and do not guarantee project costs will not vary from this projection.

## EXHIBIT C CITY PROPERTY

BEING A 1.027 ACRE TRACT OF LAND LOCATED IN THE J. DOSS SURVEY, ABSTRACT NO. 441, AND THE B.B.B. & C. RAILROAD SURVEY, ABSTRACT NO. 204, IN THE CITY OF EULESS, TARRANT COUNTY, TEXAS, BEING A PORTION OF A CALLED 161.261 ACRE TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO RUBY-12-GLADERETAIL, L.L.C. A DELAWARE LIMITED LIABILITY COMPANY, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. 0213153303, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY, TEXAS (OPRTCT), SAID 1.027 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

COMMENCING AT A PK NAIL WITH SHINER SET IN CONCRETE SIDEWALK ON THE NORTH RIGHT-OF-WAY LINE OF CHEEKSPARGER ROAD, A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY, BEING THE SOUTHEAST CORNER OF A CALLED 7.6288 ACRE TRACT OF LAND AS DESCRIBED IN THE WARRANTY DEED WITH VENDOR'S LIEN TO CHEEK-SPARGER PROPERTIES, LLP, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT NO. 0206013089, OPRTCT, SAID COMMENCING POINT HAVING A NAD 83 - TEXAS COORDINATE SYSTEM POSITION (GRID) OF N:7000882.3 E:2397053.8 (SEE NOTE AT BOTTOM OF DESCRIPTION FOR REFERENCED NETWORK);

THENCE NORTH 00 DEGREES 47 MINUTES 03 SECONDS WEST, A DISTANCE OF 6.00 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS" FOR AN EXTERIOR CORNER OF A RIGHT-OF-WAY DESIGNATION FOR RIO GRANDE BOULEVARD, AN 85.00' PUBLIC RIGHT-OF-WAY, FILED FOR RECORD IN COUNTY CLERK'S INSTRUMENT'S NO. 0214047378, OPRTCT, AND BEING THE POINT OF BEGINNING;

THENCE NORTHERLY, ALONG THE EAST LINE OF SAID CALLED 7.6288 ACRE TRACT OF LAND, THE FOLLOWING CALLS:

NORTH 00 DEGREES 47 MINUTES 03 SECONDS WEST, A DISTANCE OF 19.97 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS";

NORTH 00 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 127.26 FEET, TO A 1/2 INCH CAPPED IRON ROD FOUND STAMPED "WER & ASSOC";

NORTH 02 DEGREES 10 MINUTES 12 SECONDS WEST, A DISTANCE OF 107.65 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS", BEING THE NORTHEAST CORNER OF SAID 7.6288 ACRE TRACT OF LAND, AND BEING THE SOUTHEAST CORNER OF A CALLED 25 ACRE TRACT TO CHARLES A. HOEL, JR., AND WIFE, MARY LEA HOEL, FILED FOR RECORD IN VOLUME 3522, PAGE 540, DEED RECORDS, TARRANT COUNTY, TEXAS (DRTCT);

THENCE NORTH 00 DEGREES 23 MINUTES 03 SECONDS EAST, ALONG EAST LINE OF SAID CALLED 25 ACRE TRACT OF LAND, A DISTANCE OF 173.29 FEET, TO A 1/2 INCH IRON ROD FOUND;

THENCE NORTH 11 DEGREES 23 MINUTES 55 SECONDS WEST, CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 76.21 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS", BEING ON THE APPROXIMATE SOUTHWEST LINE OF A CHANNEL EASEMENT, FILED FOR RECORD IN VOLUME 5714, PAGE 5, DRTCT, FROM WHICH A 1/2 INCH IRON ROD FOUND STAMPED "WAI" BEARS NORTH 11 DEGREES 23 MINUTES 55 SECONDS WEST, A DISTANCE OF 68.90 FEET;

THENCE SOUTH 69 DEGREES 37 MINUTES 44 SECONDS EAST, ALONG SAID SOUTHWEST LINE, A DISTANCE OF 143.95 FEET, TO A PK NAIL SET ON THE WEST RIGHT-OF-WAY LINE OF SAID RIO GRANDE BOULEVARD;

THENCE SOUTHERLY, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID RIO GRANDE BOULEVARD, THE FOLLOWING CALLS:

SOUTH 19 DEGREES 03 MINUTES 37 SECONDS WEST, A DISTANCE OF 58.23 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS", BEING AT THE BEGINNING OF A CURVE TO THE LEFT WITH A RADIUS OF 642.50 FEET;

ALONG SAID CURVE TO THE LEFT, AND IN A SOUTHERLY DIRECTION, THROUGH A CENTRAL ANGLE OF 20 DEGREES 39 MINUTES 59 SECONDS, AN ARC LENGTH OF 231.75 FEET, AND HAVING A LONG CHORD WHICH BEARS SOUTH 04 DEGREES 43 MINUTES 38 SECONDS WEST, A DISTANCE OF 230.49 FEET, TO A 5/8 INCH CAPPED IRON ROD SET STAMPED "MYCOSKIE MCINNIS";

SOUTH 05 DEGREES 36 MINUTES 22 SECONDS EAST, A DISTANCE OF 152.77 FEET, TO A PK NAIL SET ON THE NORTHEAST END OF A CORNER CLIP;

THENCE SOUTH 41 DEGREES 58 MINUTES 05 SECONDS WEST, ALONG SAID CORNER CLIP, A DISTANCE OF 18.88 FEET, TO A PK NAIL SET ON THE NORTH RIGHT-OF-WAY LINE OF SAID CHEEKSPARGER ROAD;

THENCE SOUTH 89 DEGREES 32 MINUTES 30 SECONDS WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 83.15 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 1.027 ACRES (44,740 SQUARE FEET) OF LAND, MORE OR LESS.