

THE STATE OF TEXAS §
§
COUNTY OF TARRANT §

DEVELOPMENT AND 380 AGREEMENT WITH GLADE LIFESTYLE, LLC

This Development and 380 Agreement (“Agreement”) is made and entered into effective the ____ day of _____, 2015 by and between GLADE LIFESTYLE, LLC (“Glade Lifestyle”), a Delaware limited liability company and the CITY OF EULESS, TEXAS (“City”), a home rule municipality organized and existing under the constitution and laws of the State of Texas, and the BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER THREE, City of Euless, Texas (“TIRZ Board”) for the purposes and considerations stated below.

WHEREAS, Ruby-12-Gladeretail, LLC (“Developer”) has undertaken a project to improve and develop a site of approximately 193 acres within the City of Euless as a regional mixed use development (the “Development”) creating multiple new employment opportunities, shopping opportunities, and additional revenue to City and other taxing jurisdictions in accordance with the Glade Parks Planned Development District #12-01-PD approved by City (the “Glade Parks PD”); and

WHEREAS, Glade Lifestyle is the owner of approximately 12.457 acres within the Development upon which it proposes to construct a multi-story public parking garage, park and park amenities (the “Planned Improvements”) in accordance with the Glade Lifestyle Planned Development District No. 15-07-PD to enhance the viability of the Development; and

WHEREAS, City has determined that such project will promote local economic development and stimulate business and commercial activity as well as provide for additional residential opportunities for citizens within the municipality; and

WHEREAS, as an inducement to the Development, in 2010 City created Tax Increment Reinvestment Zone Number Three (the “TIRZ”) in accordance with the Tax Increment Financing Act, VTCA Tax Code, Chapter 311 (the “Act”); and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by a municipality consistent with the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act; and

WHEREAS, City and other taxing entities have agreed to contribute into a tax increment fund a percentage of the difference between City’s ad valorem property taxes attributable to the TIRZ for 2010 and the ad valorem property taxes attributable to the TIRZ for each year following 2010; and

WHEREAS, a TIRZ Project and Financing Plan was approved in accordance with the Act; and

WHEREAS, Developer has requested that City amend the Project and Financing Plan to include the construction of the Planned Improvements which amendment is subject to approval by the Board of Directors of the TIRZ; and

WHEREAS, this Agreement implements a portion of the Project and Financing Plan, as amended, and establishes contractual obligations of the parties; and

WHEREAS, the total revenue collected and required by the Act to be deposited into a tax increment fund each calendar year from participating taxing entities (excluding ad valorem tax revenues attributable to the mineral estate, including but not limited to oil and gas) is referred to herein as the “TIRZ Revenue”; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, City created a public improvement district within the Development (“PID #1”) for the purpose of providing for the assessment of properties within the Development to fund public improvements that benefit the properties within the Development; and

WHEREAS, in order to assist in the construction of the Planned Improvements, a petition meeting the requirements of Chapter 372 has been submitted to City requesting that City create an additional public improvement district (“PID #2”) to include property encompassing the Planned Improvements, as well as adjacent property within the Development that would be benefitted by the Planned Improvements, as described and depicted on Exhibit “D” (the “PID #2 Properties”); and

WHEREAS, the owners of the PID #2 Properties have consented to the assessment of PID #2 Properties to pay for the Planned Improvements to the extent monies are not available in the TIRZ Fund to pay for those improvements; and

WHEREAS, City is authorized by Article 3, Section 52-a of the Texas Constitution and Section 380.001 Texas Local Government Code to provide economic development grants to promote local economic development and stimulate business and commercial activities in the City; and

WHEREAS, City will enter into an agreement with the TIRZ Board to loan funds sufficient to pay the incentives set forth herein, under Section 380.001, with repayment to City made as TIRZ Revenues accrue.

WHEREAS, City, TIRZ Board and Glade Lifestyle desire to enter into this Agreement to set forth responsibilities of the parties necessary to construct the Planned Improvements and for the reimbursement of a portion of the funds advanced by Glade Lifestyle for the cost of making the Planned Improvements.

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

Section 1. Project

Glade Lifestyle will coordinate the design and construction of the Planned Improvements as set forth in this Agreement. The Planned Improvements will be constructed within the boundaries of PID #2 and are more specifically described as follows:

- (1) A two or three story parking garage providing a minimum of 290 spaces for parking of vehicles of patrons of businesses within the Development, as described and depicted in Exhibit "A". The estimated cost for a two story parking garage is \$3,803,586.
- (2) A park and park amenities, including landscaping, fountains/water features, seating, walkways, parkway and street trees, adjacent landscaped areas and other architectural features, as described and depicted in Exhibit "B". The estimated cost of the park and park amenities is \$2,574,774.

Section 2. Glade Lifestyle Obligations

Glade Lifestyle agrees as follows:

- (1) Glade Lifestyle shall contract with a qualified engineering firm licensed in the State of Texas to design the Planned Improvements, prepare construction plans for the Planned Improvements and prepare an estimate of the total cost to construct the Planned Improvements based upon the prepared construction plans. Construction plans for the Planned Improvements shall be in conformity with all state and local laws and regulations and will meet or exceed the requirements of the Glade Parks PD. Glade Lifestyle shall pay all costs of construction, engineering, design and surveying for the Planned Improvements.
- (2) Glade Lifestyle will secure all applicable platting and site plan approvals prior to commencing construction of the Planned Improvements.
- (3) Glade Lifestyle will complete construction of the Planned Improvements no later than September 2017.
- (4) Glade Lifestyle will dedicate a perpetual public access easement on the Planned Improvements in a form approved by City making the Planned Improvements available for public use during all hours of operation.
- (5) Such easement will provide that Glade Lifestyle will be responsible for maintaining the Planned Improvements in a safe and aesthetically pleasing manner. Such easement will also provide that Glade Lifestyle shall ensure that the Planned Improvements are continuously operated and maintained in a first

class condition in conformance with the standards set forth in Exhibit “C”, after the Development is complete.

- (6) Upon substantial completion of the Planned Improvements, Glade Lifestyle shall submit to City an itemized breakdown of the total cost of construction of the Planned Improvements. Prior to receiving any payment from the TIRZ Fund pursuant to Section 3 of this Agreement, Glade Lifestyle shall deliver to City releases from the contractors, subcontractors and suppliers of material who have provided labor and materials for the Planned Improvements showing they have been paid for such labor and materials. The total costs of the Planned Improvements shall include the total costs incurred in the construction of the Planned Improvements, including without limitation, geotechnical fees, surveying fees, construction labor, construction materials and building material and supplies, and municipal fees, if any.

Notwithstanding any provision to the contrary, Glade Lifestyle’s obligations under this Agreement are conditioned upon the satisfaction of the City’s obligations under Section 3(a) of this Agreement.

Section 3. Reimbursement from TIRZ Fund

(a) City agrees to take the necessary actions to amend the Project and Financing Plan to provide for construction of the Planned Improvements and making the Planned Improvements eligible for reimbursement from the TIRZ Fund. The amendment of the Project and Financing Plan shall be subject to TIRZ Board approval.

(b) Upon substantial completion of the Planned Improvements, Glade Lifestyle shall be reimbursed by the TIRZ Board from the TIRZ Fund for the substantiated costs of the Planned Improvements, subject to the following:

- (1) Glade Lifestyle must submit satisfactory documentation of qualified expenditures as set forth in Section 2(6) above.
- (2) Glade Lifestyle and Developer shall not be delinquent in ad valorem taxes, PID assessments, or any other tax payments due City or other taxing entities with respect to any real property within the Development.
- (3) The maximum payment to Glade Lifestyle from the TIRZ Funds under this Agreement will be the lesser of fifty percent (50%) of the total costs of the Planned Improvements or \$3,189,180.

(c) Subject to Glade Lifestyle’s contractual obligations and reasonable security, safety and insurance requirements, City, its agents and employees shall have reasonable access to property owned by Glade Lifestyle to inspect the Planned Improvements (1) to ensure that the construction of the Planned Improvements is in accordance with this Agreement; and (2) to ensure that the Planned Improvements are thereafter maintained, operated and occupied in

accordance with this Agreement. Glade Lifestyle shall provide City documentation it may reasonably require to substantiate that it is in compliance with this Agreement.

Section 4. 380 Payments to TIRZ Fund

(a) Prior to the substantial completion of the Planned Improvements, City will issue bonds or certificates of obligation in an amount of not less than \$3,189,180 in order to loan money to the TIRZ Fund to provide funding of the Planned Improvements under this Agreement. Such money lent to the TIRZ Fund shall only be used to reimburse Glade Lifestyle for the costs of the Planned Improvements. City shall not be obligated to issue bonds or debt under this Agreement that cannot be fully serviced from TIRZ Revenue or the PID #2 (or both). City's issuance of bonds or other obligations is subject to State law and approval, as required by the Texas Attorney General's office. The particular terms and provisions regarding the issuance of any bond instruments, certificates or other indebtedness will be subject to the sole discretion of the city council acting at the time any such instruments are issued, not in contravention of the terms of this Agreement.

(b) Subject to Glade Lifestyle's right to payment from the TIRZ Fund as provided in Section 3, City shall be entitled to utilize any amounts in the TIRZ Fund in order to make debt payments, and to be reimbursed for all costs incurred in connection with the issuance of bonds or certificates of obligation referenced in Section 4(a). City's obligation to loan money to the TIRZ Fund is conditioned on the TIRZ Board approving such reimbursement. The TIRZ Board agrees that it has approved such reimbursement.

Section 5. PID Assessments

(a) City agrees to create PID #2 pursuant to the request of the owners of the PID #2 Properties for the purpose of levying an assessment for any shortfall between the annual debt payment and other costs associated with the bonds or certificates of obligation issued by City pursuant to Section 4 above and the TIRZ Revenues available to reimburse City for its loan.

(b) In the event any assessment made on any PID #2 Property referenced in Section 5(a) is deemed to be invalid, unenforceable or uncollectable, Glade Lifestyle shall be responsible to make payments to City in the amount of the assessment within thirty (30) days of receipt of notice from City.

Section 6. Mutual Assistance

City, TIRZ Board and Glade Lifestyle 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 7. Representations by City

City represents that:

- (1) City is a home rule Texas municipal corporation and has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder;
- (2) City knows of no litigation, proceedings, initiative, referendum, investigation or threat of any of the same contesting the powers of City or its officials with respect to this Agreement that has not been disclosed in writing to Glade Lifestyle;
- (3) City knows of no law, order, rule or regulation applicable to City that would be contravened by, or conflict with the execution and delivery of this Agreement.
- (4) This Agreement constitutes a valid and binding obligation of City, 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. City will defend the validity of this Agreement in the event of any litigation arising hereunder that names City as a party or which challenges the authority of City to enter into or perform its obligations hereunder.

Section 8. Representations and Warranties by Glade Lifestyle

Glade Lifestyle recognizes that City intends to expend substantial monies in reliance upon the accuracy of the representations and warranties of Glade Lifestyle as set forth in this Agreement. Glade Lifestyle represents that:

- (1) Glade Lifestyle is a Delaware limited liability company and is qualified to do business in the State of Texas, and has the legal capacity and the authority to enter into and perform its obligations under this Agreement;
- (2) The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on Glade Lifestyle's part to make this Agreement;
- (3) Glade Lifestyle knows of no litigation, proceeding, initiative, referendum, or investigation or threat of the same contesting the powers of Glade Lifestyle or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to City; and
- (4) Glade Lifestyle has the necessary legal ability to perform its obligations under this Agreement and has the necessary financial ability to meet its obligations. This Agreement constitutes a valid and binding obligation of Glade Lifestyle, 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 9. Undocumented Workers

As required by Subchapter B of Chapter 2264 of the Texas Government Code, Glade Lifestyle certifies that to Glade Lifestyle's knowledge it does not and will not knowingly employ an undocumented worker in connection with the construction of the Planned Improvements. If after receiving the reimbursements set forth in this Agreement Glade Lifestyle is convicted under 8 USC Section 1324a(f) for employing an undocumented worker in connection with the construction of the Planned Improvements, Glade Lifestyle shall repay the amount of the reimbursement (or portion that it has received) plus interest at a rate of the prime rate published in the Wall Street Journal plus two percent (2%) per annum, not later than the 120th day after the date City notifies Glade Lifestyle of the violation.

Section 10. Default

City will have no obligation pursuant to Section 3(b) of this Agreement if Glade Lifestyle fails to comply with its obligations set forth in Section 3(b) of this Agreement and if Glade Lifestyle fails to cure its default within the applicable cure period provided below, provided City shall be obligated to perform its obligations under Section 3(a) and Section 4(a) of this Agreement prior to the performance of Glade Lifestyle's obligations under this Agreement. In the event that City determines Glade Lifestyle has failed to meet any of its material obligations, City will notify Glade Lifestyle of such default. Glade Lifestyle will be given notice of the default and a reasonable timeline to remedy the default, to be not less than thirty (30) days, except in the event public safety is at risk. If such default is not remedied within the specified timeline, City's obligation under this Agreement shall terminate.

Section 11. Right of Offset

City may, at its option, offset any amounts due and payable to Glade Lifestyle under this Agreement against any debt (including taxes) lawfully due to City, or any other taxing unit participating in the payments under this Agreement, from Glade Lifestyle and Developer, regardless of whether the amount due arises pursuant to the terms of this Agreement or otherwise, and regardless of whether or not the debt in question has been reduced to judgment by a court.

Section 12. Determination of Rough Proportionality

Glade Lifestyle agrees that the construction of the Planned Improvements and the dedication of a public access easement is roughly proportional to the need created by the development of the property within PID #2 for the Planned Improvements and Glade Lifestyle hereby waives any claim therefor that it may have. Glade Lifestyle further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said construction and dedication are related both in nature and extent to the impact of the Development. Glade Lifestyle waives and releases all claims against City related to rough proportionality and individual determination requirements mandated by

Subchapter Z of Chapter 212, Texas Local Government Code, as well as other requirements of a nexus between development conditions and the projected impact of the Development.

Section 13. Indemnification

GLADE LIFESTYLE EXPRESSLY AGREES TO FULLY AND COMPLETELY DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, AND ITS OFFICERS, AND EMPLOYEES, AGAINST ANY AND ALL CLAIMS, LAWSUITS, LIABILITIES, JUDGMENTS, COSTS, AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, DAMAGES OR LIABILITY FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ANY NEGLIGENT, GROSSLY NEGLIGENT, WRONGFUL, OR STRICTLY LIABLE ACT OR OMISSION OF GLADE LIFESTYLE OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS, ARISING OUT OF GLADE LIFESTYLE'S PERFORMANCE OF THE CONSTRUCTION OF THE PLANNED IMPROVEMENTS OF THIS AGREEMENT. Nothing in this paragraph may be construed as waiving any governmental immunity available to City under state law. This provision is solely for the benefit of Glade Lifestyle and City and is not intended to create or grant any rights, contractual or otherwise, in or to any other person.

Section 14. Joint Venture

It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. City, its past, present and future officers, elected officials, directors, employees and agents of City does not assume any responsibility to any third party in connection with Glade Lifestyle's construction of the Planned Improvements.

Section 15. Changes and Amendments

Except as specifically provided otherwise in this Agreement, any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both parties to this Agreement.

Section 16. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns. Glade Lifestyle may assign all or part of its rights and/or obligations hereunder upon written notice to City of such assignment.

Section 17. Notice

Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

CITY OF EULESS, TEXAS

Loretta Getchell, City Manager

**GLADE LIFESTYLE, LLC, a Delaware
limited liability company**

By: _____
ZACH KNUTSON, Vice- President

**BOARD OF DIRECTORS OF TAX
INCREMENT REINVESTMENT ZONE
NUMBER THREE, City of Euless, Texas**

By: _____
Its; Chairman

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 Eules, Texas, on behalf of said city.

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

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

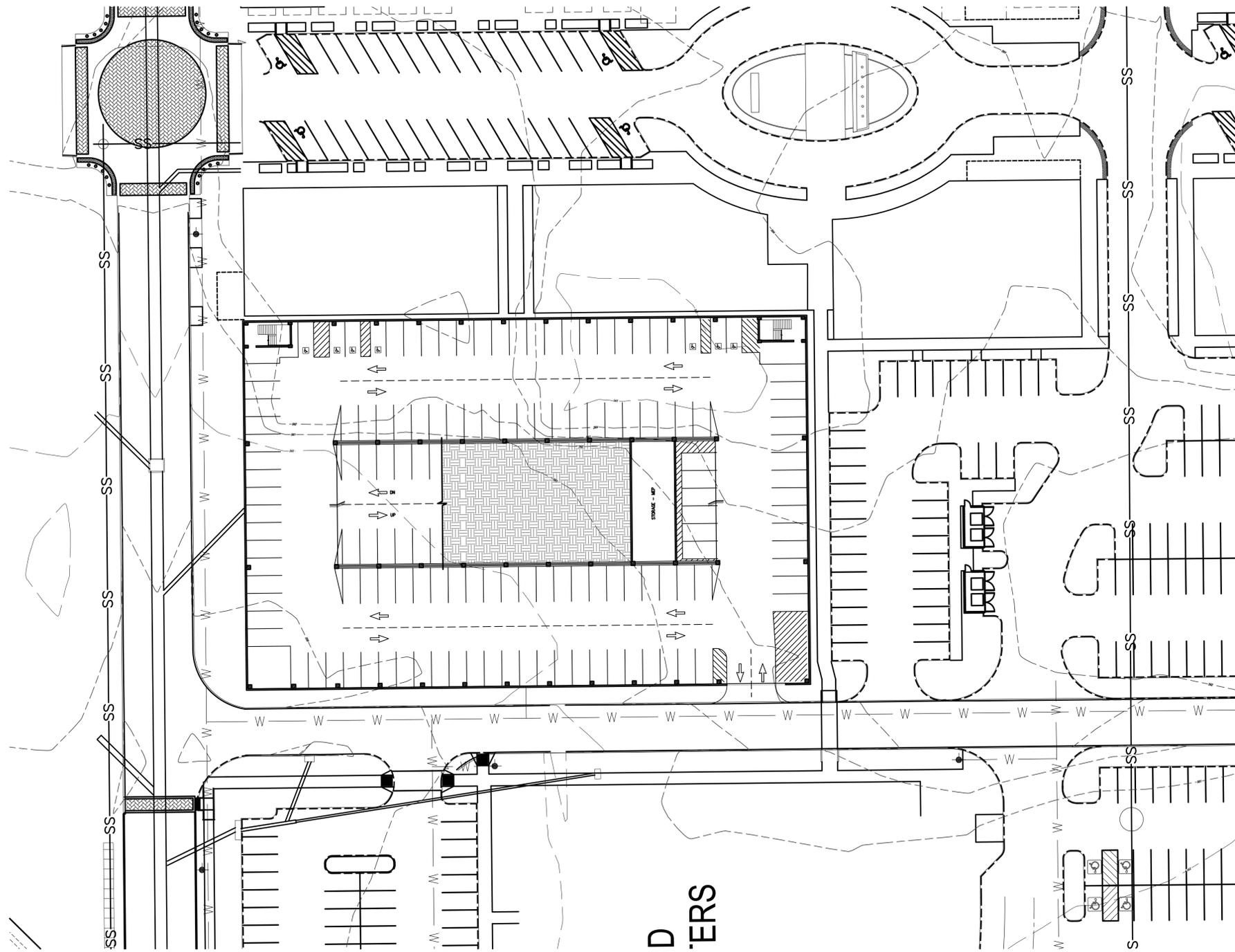
This instrument was acknowledged before me on the ____ day of _____, 2015, by _____, Chairman of the Board of Directors of Tax Increment Reinvestment Zone Number Three, City of Eules, Texas, on behalf of said Board.

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

STATE OF ILLINOIS §
 §
COUNTY OF WINNEBAGO §

This instrument was acknowledged before me on the ____ day of _____, 2015, by Zach Knutson, as vice-president of Glade Lifestyle, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, in and for the State of Illinois
My Commission expires: _____



1 SITE PLAN - ARCHITECTURAL PARKING
1" = 30'-0"



LIFESTYLE CENTER
SITE PLAN - ARCHITECTURAL PARKING
CITY OF EULESS, TEXAS

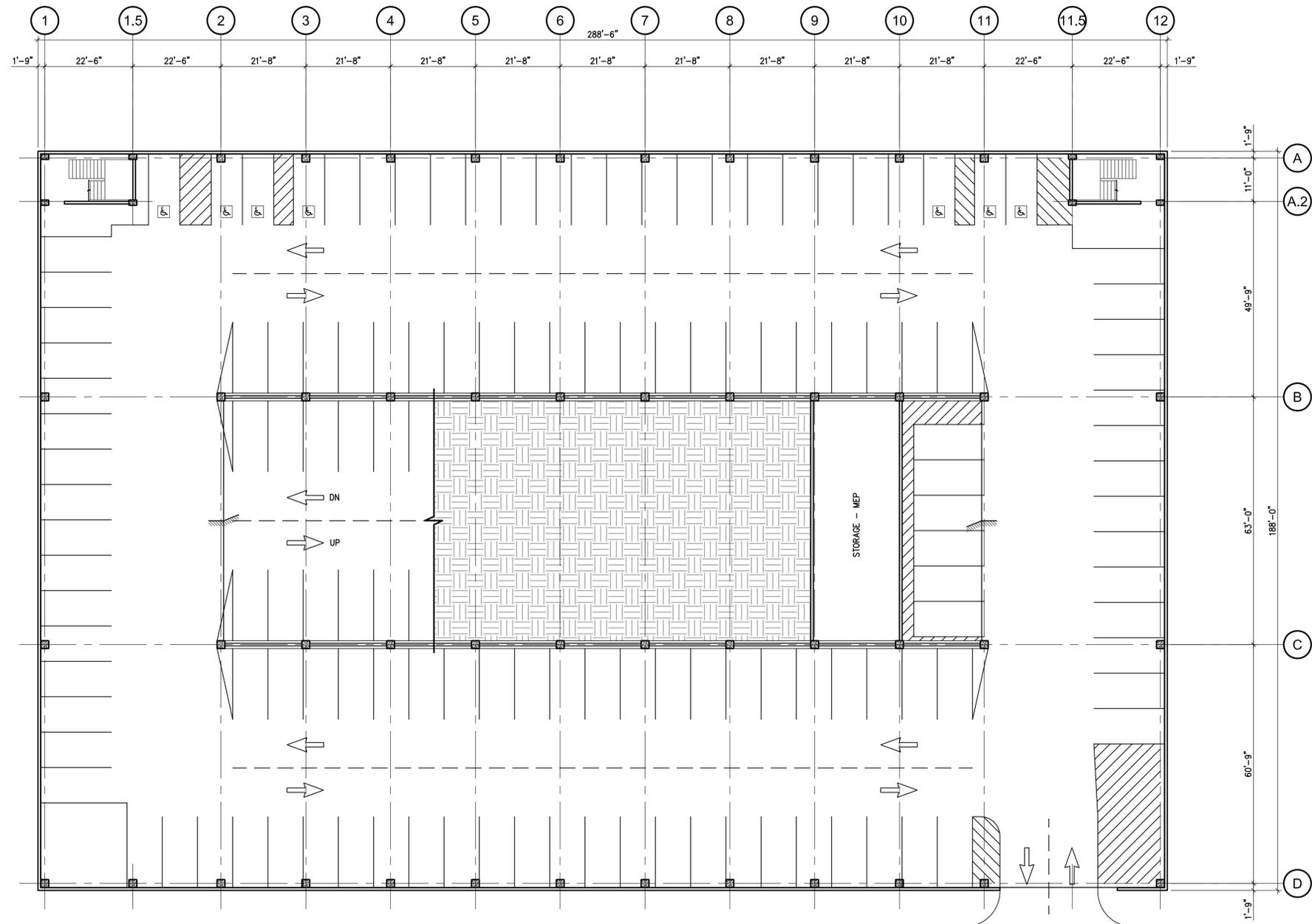
OPTION 3A



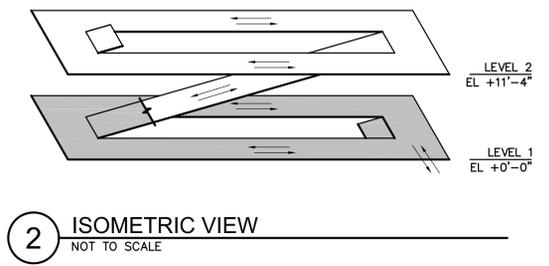
Carl Walker, Inc.
1920 S Highland Avenue
Suite 210
Lombard, IL 60148
Tel. 630.307.3800

DRAWN BY: RMM	PROJECT NO. 2529-1014	SHEET
DATE: 5/6/2015	SHEET 1 OF 14	AP100

PLOTTED BY: RAY MULVINEY
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 SHEET SIZE: 24 X 36 1/8"



1 LEVEL 1 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



PARKING SUMMARY

DESCRIPTION	STANDARD	VAN ADA	ADA	TOTAL
LEVEL 2	163	---	---	163
LEVEL 1	131	2	5	138
TOTAL	294	2	5	301

LIFESTYLE CENTER

LEVEL 1 PLAN - ARCHITECTURAL PARKING

CITY OF EULESS, TEXAS

OPTION 3A

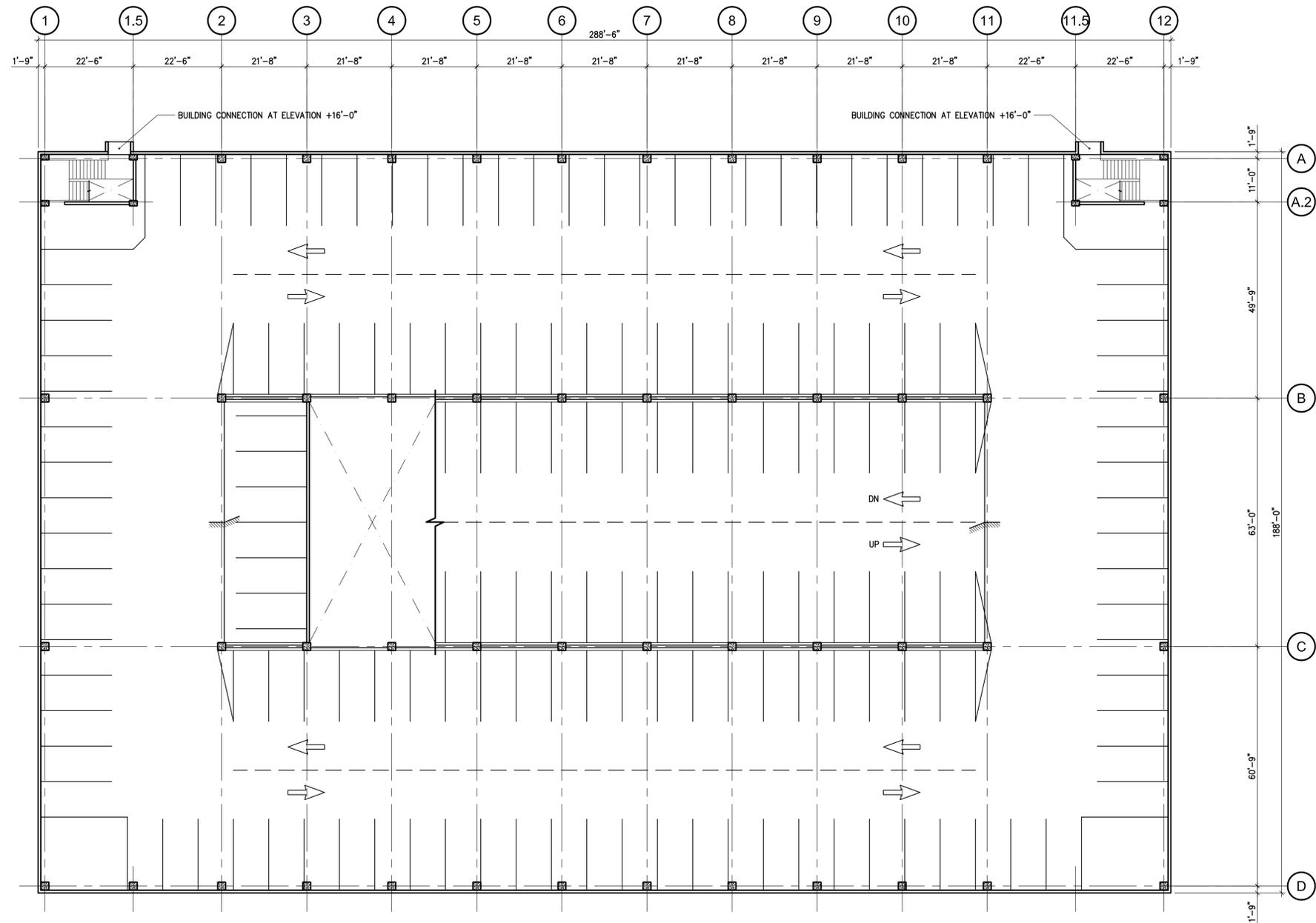


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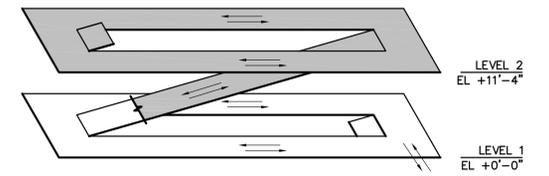
PROJECT NO. 2528-1014
SHEET 2 OF 14

SHEET
AP101

PLOTTED BY: RAY MULVONEY, RMM
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 SHEET SIZE: 24 X 36 1/4" = 1"



1 LEVEL 2 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



2 ISOMETRIC VIEW
NOT TO SCALE

LIFESTYLE CENTER

LEVEL 2 PLAN - ARCHITECTURAL PARKING

CITY OF EULESS, TEXAS

OPTION 3A



Carl Walker, Inc.
1920 S Highland Avenue
Suite 210
Lombard, IL 60148
Tel. 630.307.3800

DRAWN BY: RMM

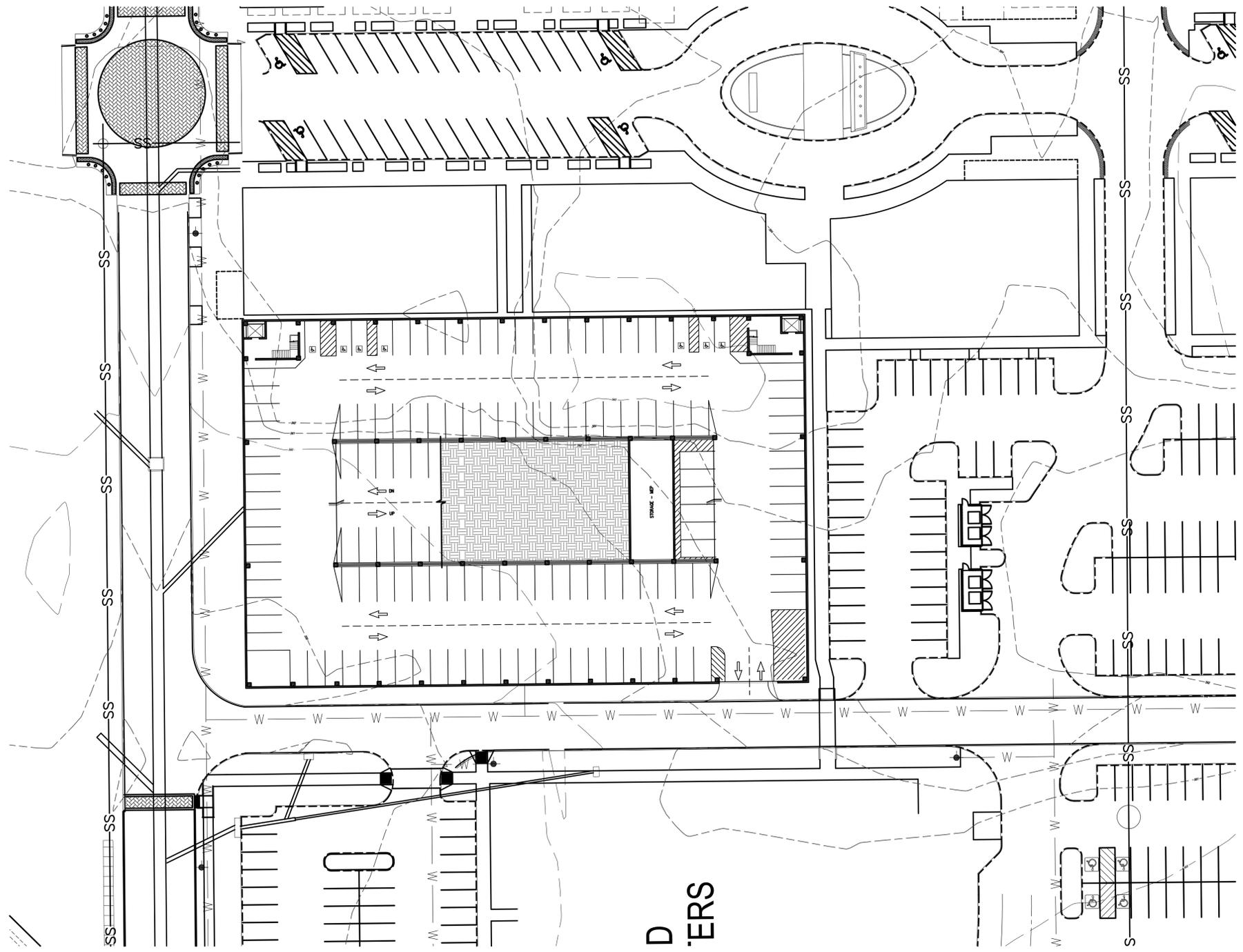
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PROJECT NO. 2529-1014

SHEET 3 OF 14

SHEET

AP102



1 SITE PLAN - ARCHITECTURAL PARKING
 1" = 30'-0"



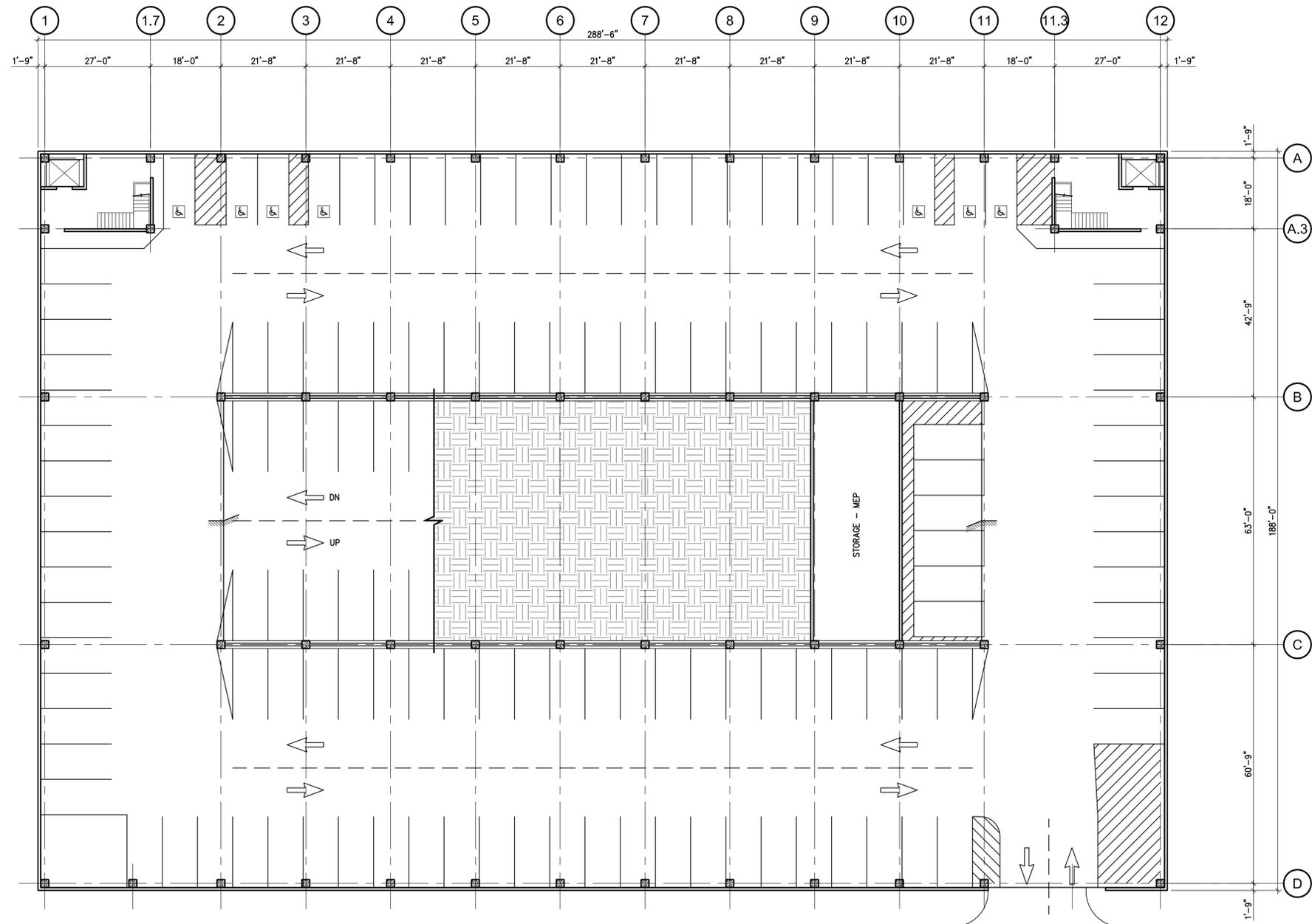
LIFESTYLE CENTER
 SITE PLAN - ARCHITECTURAL PARKING
 CITY OF EULESS, TEXAS

OPTION 3B

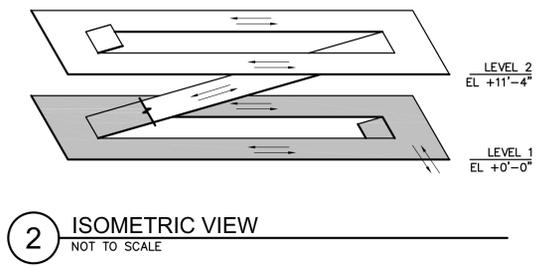


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DATE: 5/6/2015	SHEET 4 OF 14	AP200

PLOTTED BY: RAY MULVONEY, RMM
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 SHEET SIZE: 24 X 36 1/8" = 1"



1 LEVEL 1 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



PARKING SUMMARY

DESCRIPTION	STANDARD	VAN ADA	ADA	TOTAL
LEVEL 2	161	---	---	161
LEVEL 1	130	2	5	137
TOTAL	291	2	5	298

LIFESTYLE CENTER

LEVEL 1 PLAN - ARCHITECTURAL PARKING

CITY OF EULESS, TEXAS

OPTION 3B



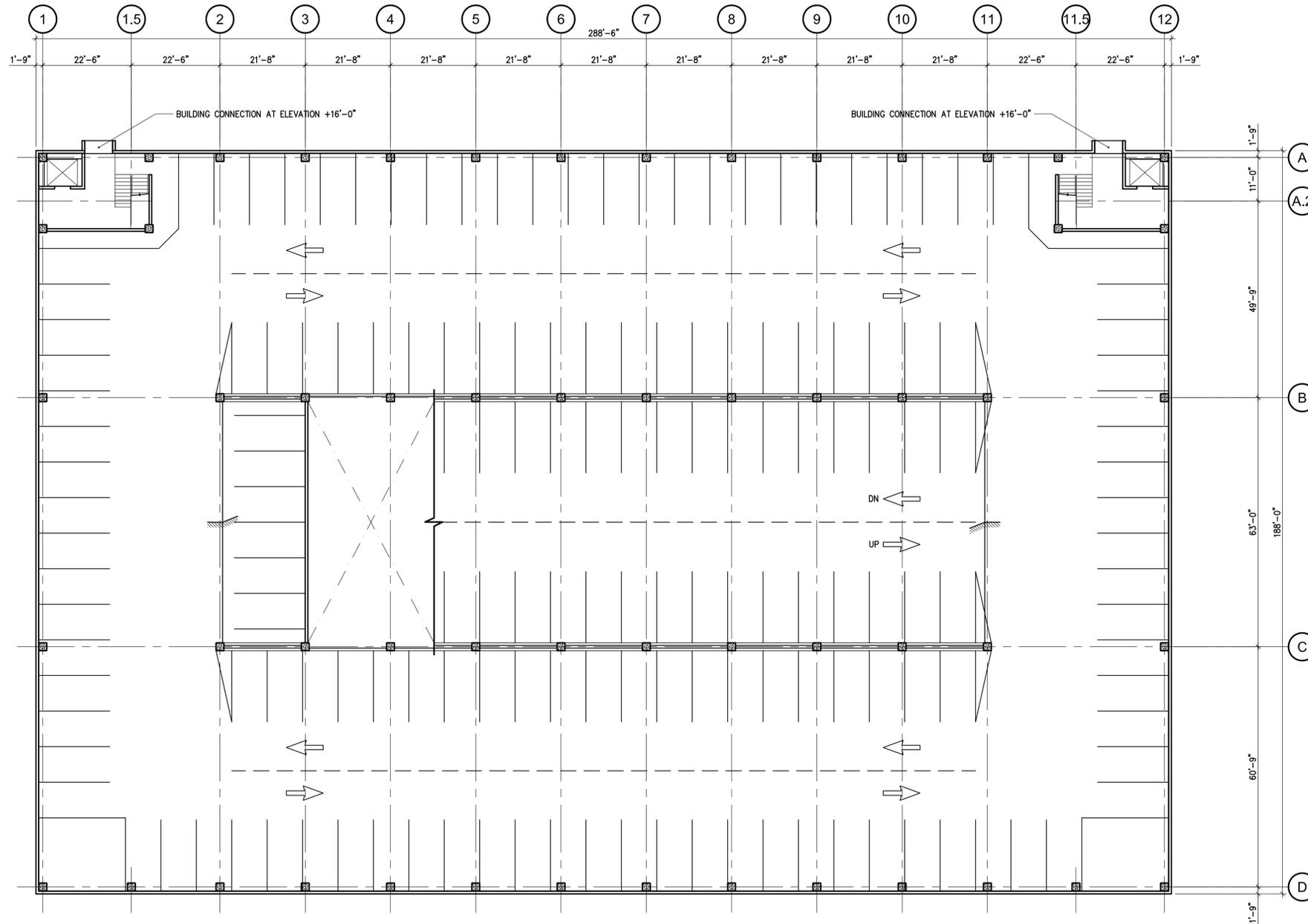
Carl Walker, Inc.
1920 S Highland Avenue
Suite 210
Lombard, IL 60148
Tel. 630.307.3800

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DATE: 5/6/2015

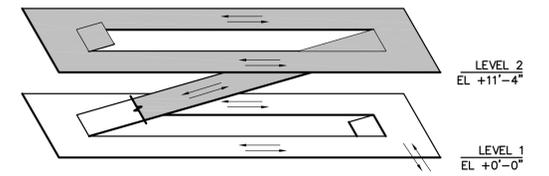
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SHEET 5 OF 14

SHEET
AP201

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 SHEET SIZE: 24 X 36 1/8" = 1"



1 LEVEL 2 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



2 ISOMETRIC VIEW
NOT TO SCALE

LIFESTYLE CENTER

LEVEL 2 PLAN - ARCHITECTURAL PARKING

CITY OF EULESS, TEXAS

OPTION 3B



Carl Walker, Inc.
1920 S Highland Avenue
Suite 210
Lombard, IL 60148
Tel. 630.307.3800

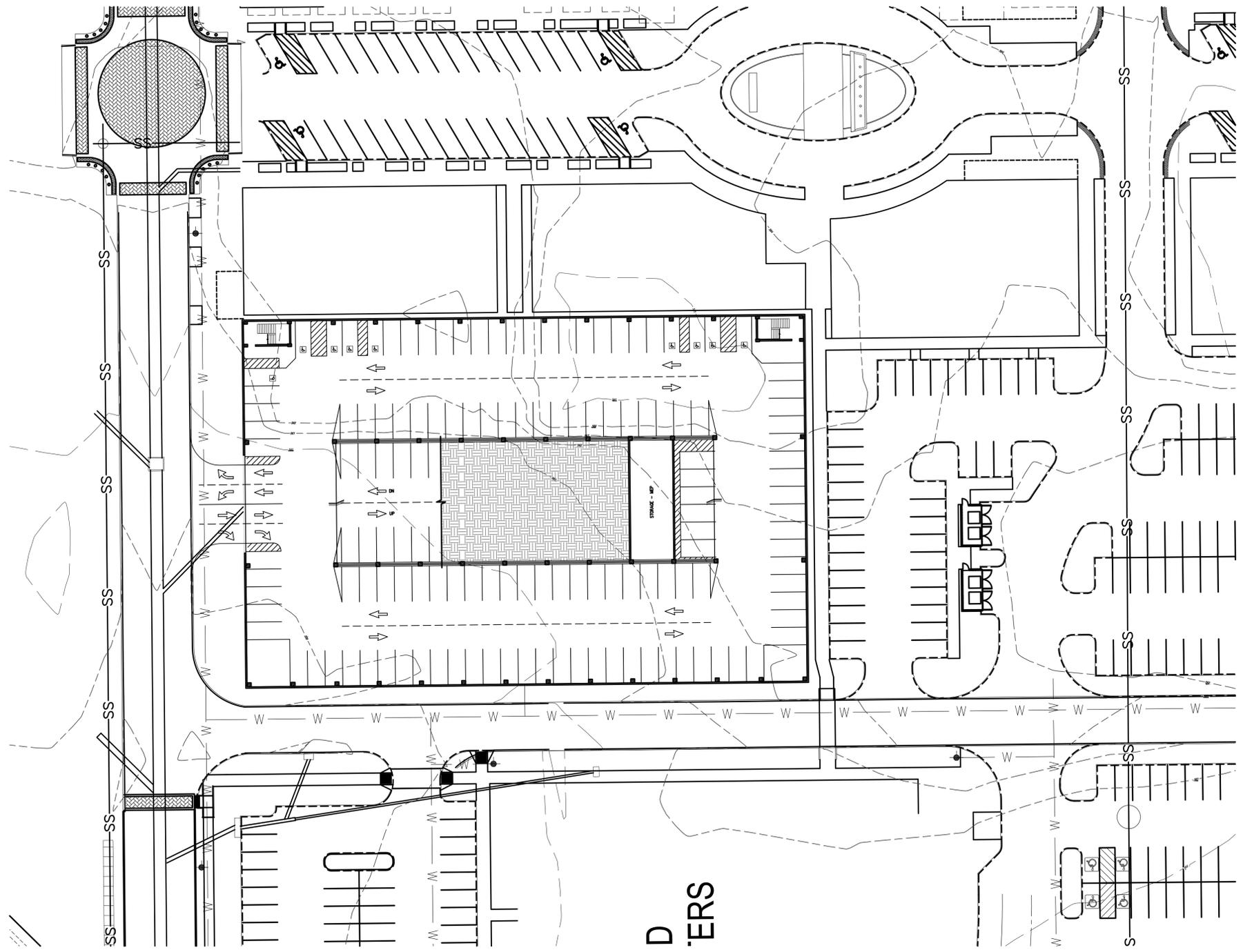
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DATE: 5/6/2015

PROJECT NO. 2529-1014

SHEET 6 OF 14

SHEET AP202



1 SITE PLAN - ARCHITECTURAL PARKING
 1" = 30'-0"



LIFESTYLE CENTER
 SITE PLAN - ARCHITECTURAL PARKING
 CITY OF EULESS, TEXAS

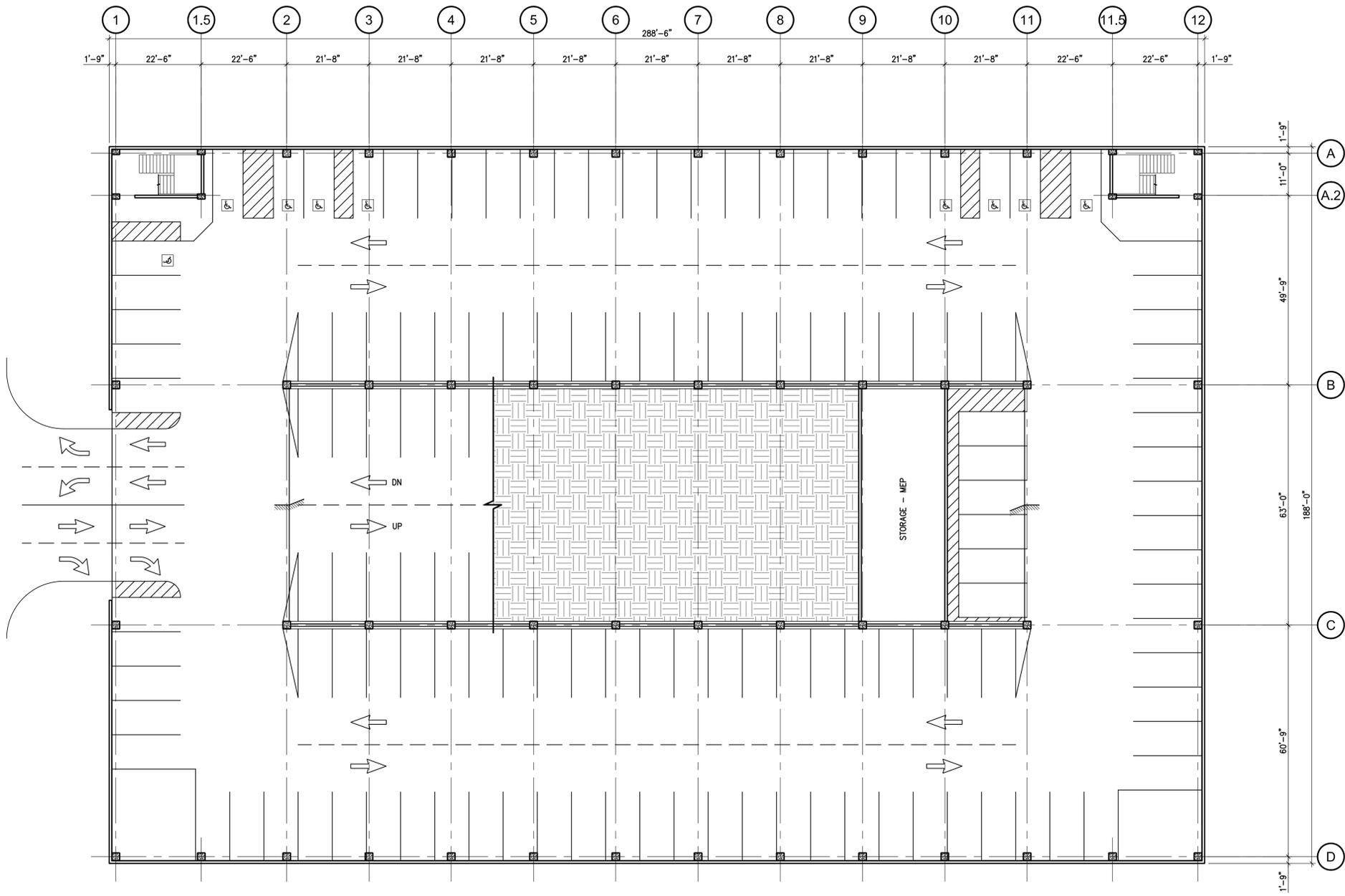
OPTION 3C



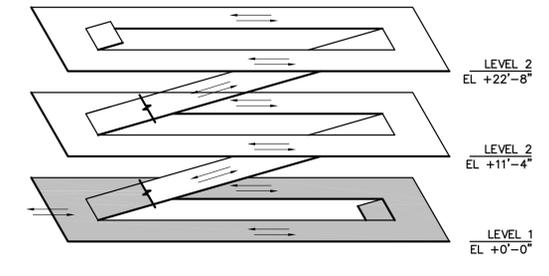
Carl Walker, Inc.
 1920 S Highland Avenue
 Suite 210
 Lombard, IL 60148
 Tel. 630.307.3800

DRAWN BY: RMM	PROJECT NO. 2529-1014	SHEET
DATE: 5/6/2015	SHEET 7 OF 14	AP300

PLOTTED BY: RAY MULVONEY, RMM
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 SHEET SIZE: 24 X 36 1/8" = 1"



1 LEVEL 1 PLAN - ARCHITECTURAL PARKING
 1/16" = 1'-0"



2 ISOMETRIC VIEW
 NOT TO SCALE

PARKING SUMMARY

DESCRIPTION	STANDARD	VAN ADA	ADA	TOTAL
LEVEL 3	163	---	---	163
LEVEL 2	169	---	---	169
LEVEL 1	128	2	7	137
TOTAL	460	2	7	469

LIFESTYLE CENTER

LEVEL 1 PLAN - ARCHITECTURAL PARKING

CITY OF EULESS, TEXAS

OPTION 3C



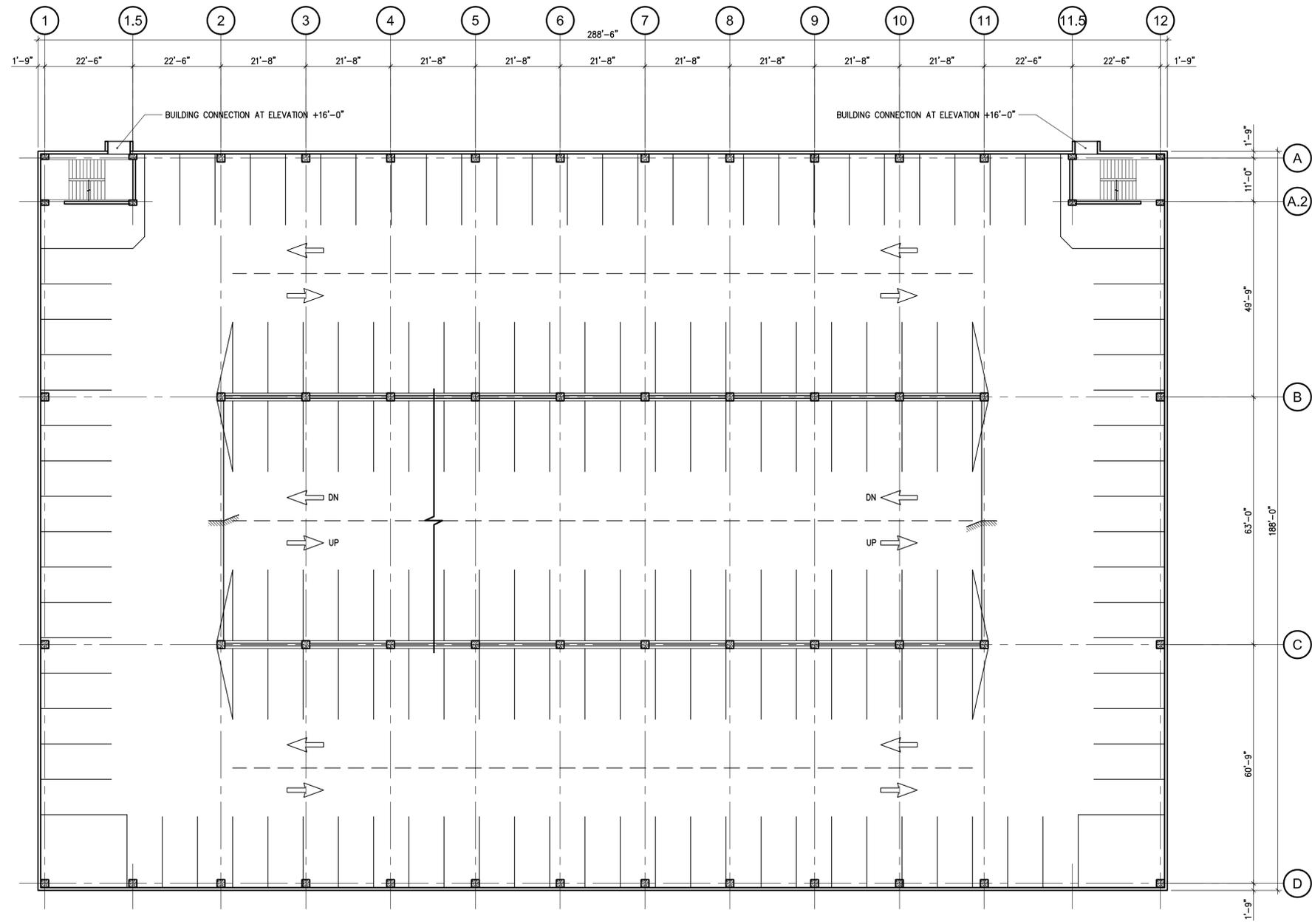
Carl Walker, Inc.
 1920 S Highland Avenue
 Suite 210
 Lombard, IL 60148
 Tel. 630.307.3800

DRAWN BY: RMM
 DATE: 5/6/2015

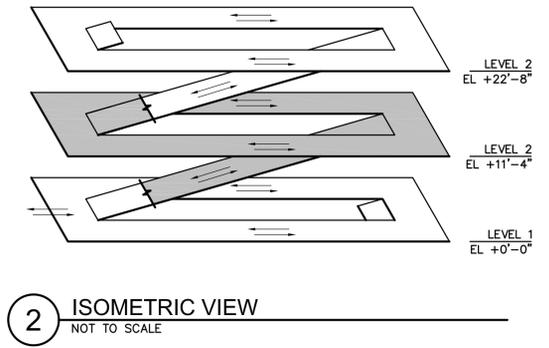
PROJECT NO. 2528-1014
 SHEET 8 OF 14

SHEET
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PLOTTED BY: RAY MULVONEY, RMM
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1 LEVEL 2 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



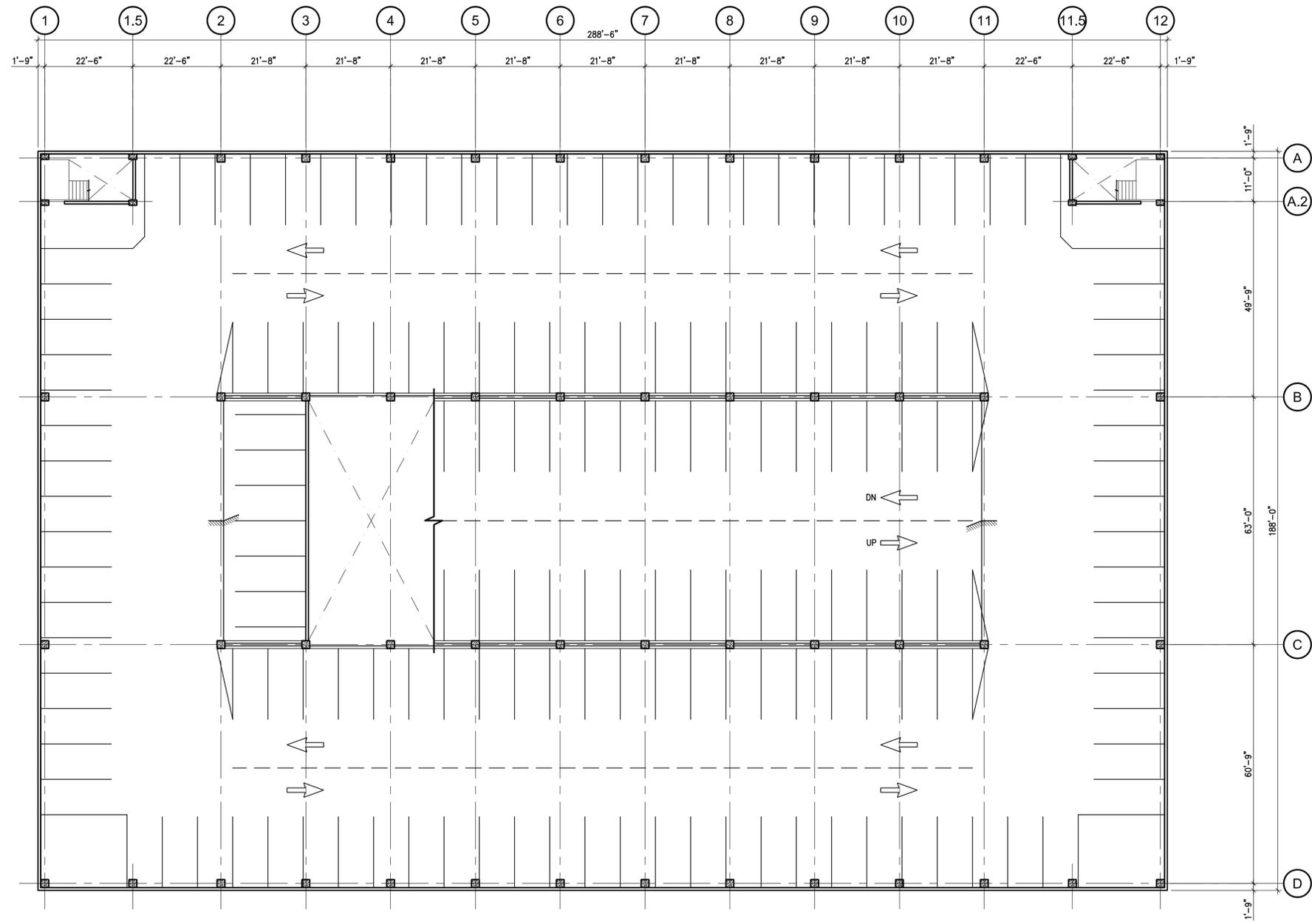
LIFESTYLE CENTER
LEVEL 2 PLAN - ARCHITECTURAL PARKING
CITY OF EULESS, TEXAS

OPTION 3C

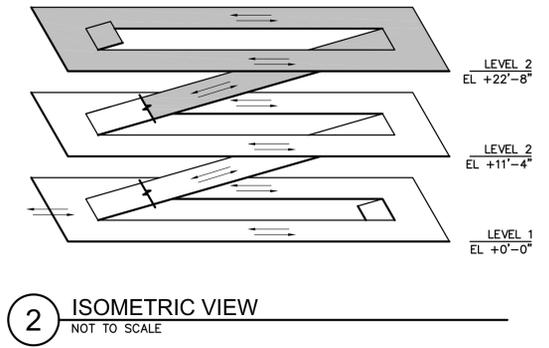


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DATE: 5/6/2015	SHEET 9 OF 14	AP302

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1 LEVEL 3 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



LIFESTYLE CENTER
LEVEL 3 PLAN - ARCHITECTURAL PARKING
CITY OF EULESS, TEXAS

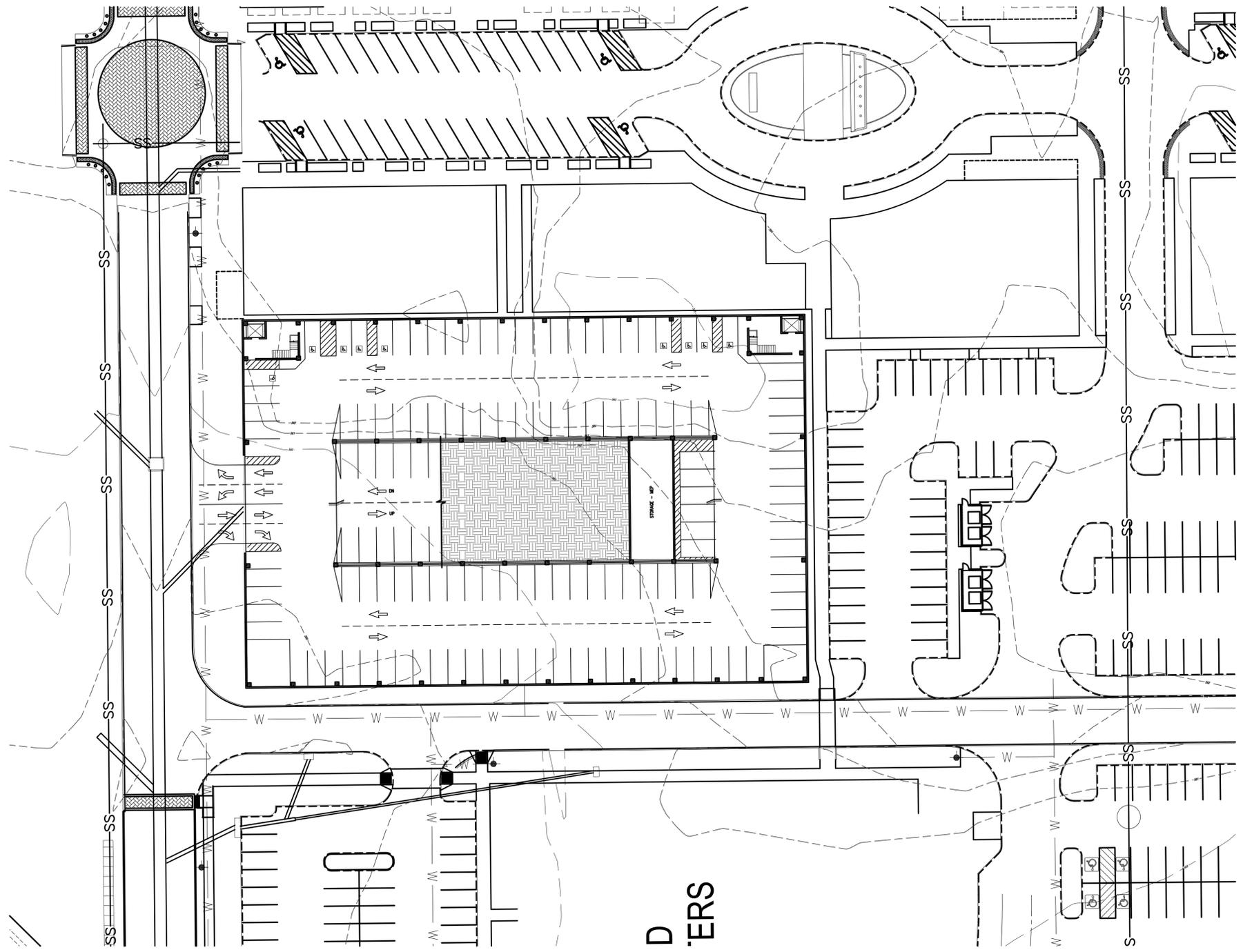
OPTION 3C



Carl Walker, Inc.
1920 S Highland Avenue
Suite 210
Lombard, IL 60148
Tel. 630.307.3800

DRAWN BY: RMM	PROJECT NO. 2528-1014	SHEET
DATE: 5/6/2015	SHEET 10 OF 14	AP303

PLOTTED BY: RAY MULVONEY, RMM
 FILE NAME: D:\WORK\DWG\2015-160-GLADE PARKS PS CONCEPT.DWG
 SHEET SIZE: 24 X 36 1/8" = 1"



1 SITE PLAN - ARCHITECTURAL PARKING
 1" = 30'-0"



D
ERS

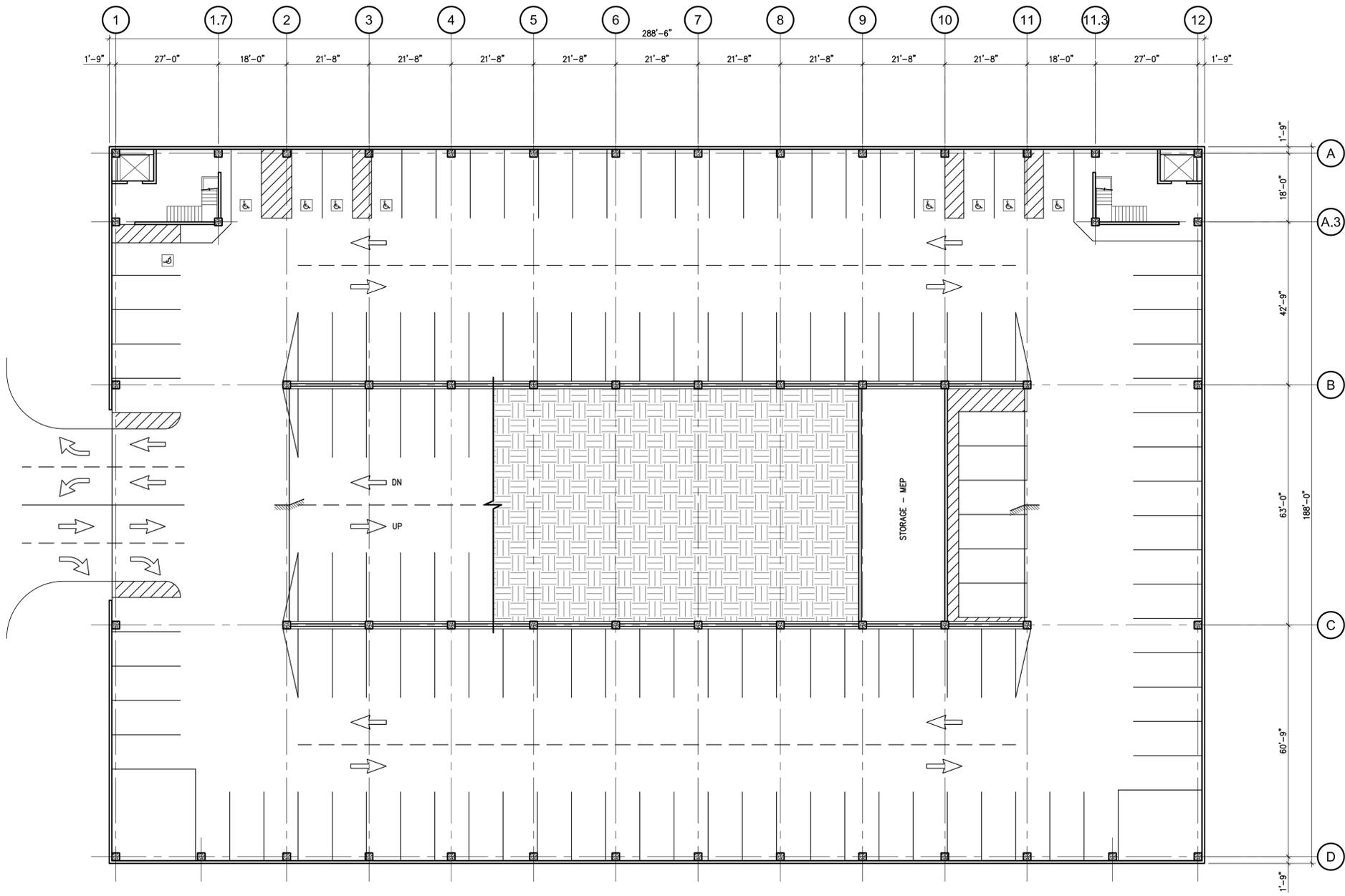
LIFESTYLE CENTER
 SITE PLAN - ARCHITECTURAL PARKING
 CITY OF EULESS, TEXAS

OPTION 3D

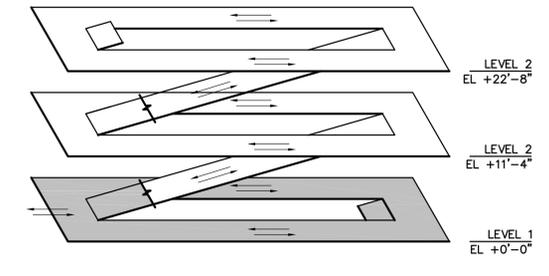


DRAWN BY: RMM	PROJECT NO. 2529-1014	SHEET
DATE: 5/6/2015	SHEET 11 OF 14	AP400

PLOTTED BY: RAY MULVINEY, RMM
 FILE NAME: D:\WORK\DWG\2015-160-GLADE PARKS PS CONCEPT.DWG
 SHEET SIZE: 24 X 36 1/8" = 1"



1 LEVEL 1 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



2 ISOMETRIC VIEW
NOT TO SCALE

PARKING SUMMARY

DESCRIPTION	STANDARD	VAN ADA	ADA	TOTAL
LEVEL 3	161	---	---	161
LEVEL 2	167	---	---	167
LEVEL 1	127	2	7	136
TOTAL	455	2	7	464

LIFESTYLE CENTER
LEVEL 1 PLAN - ARCHITECTURAL PARKING
CITY OF EULESS, TEXAS

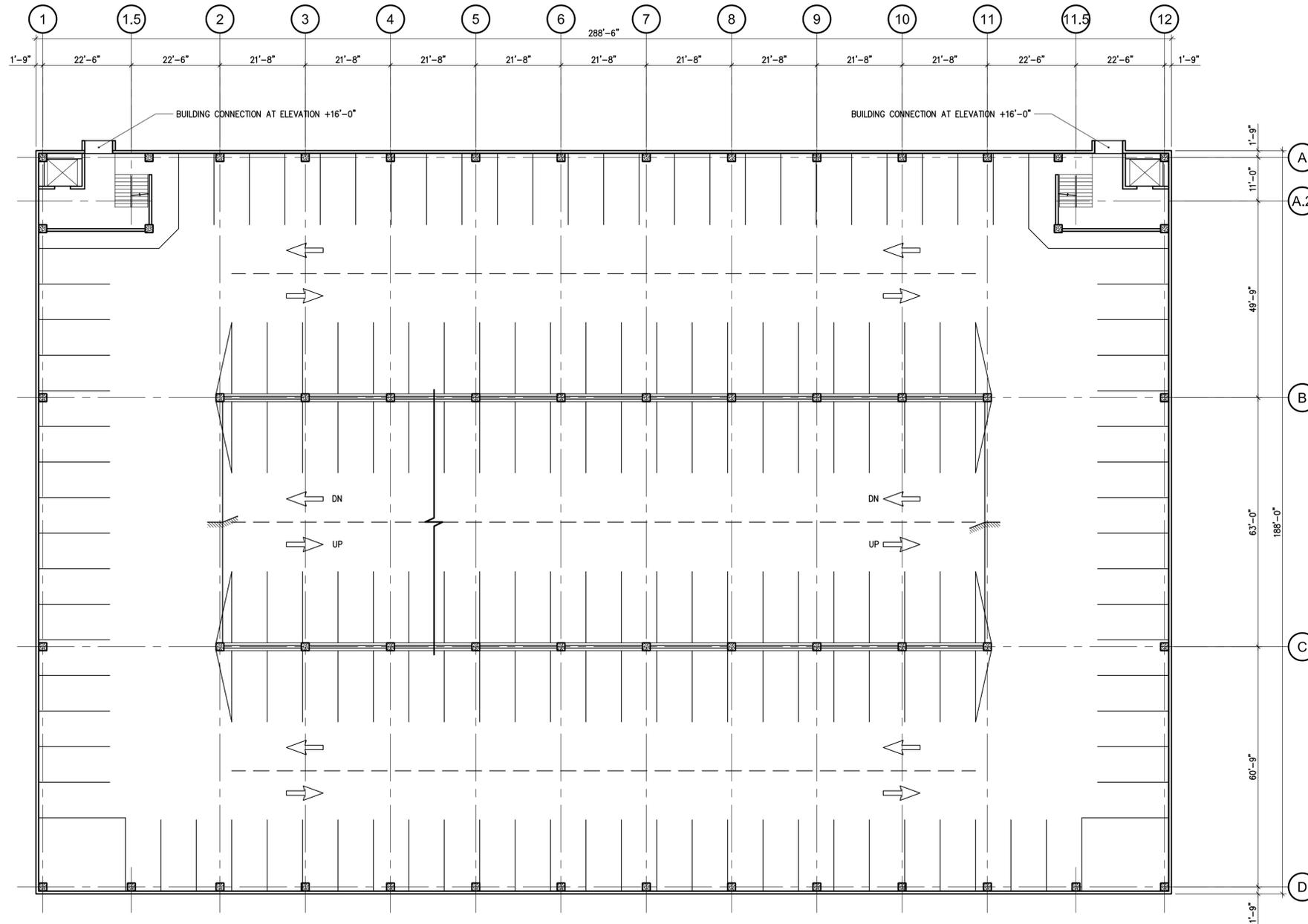
OPTION 3D



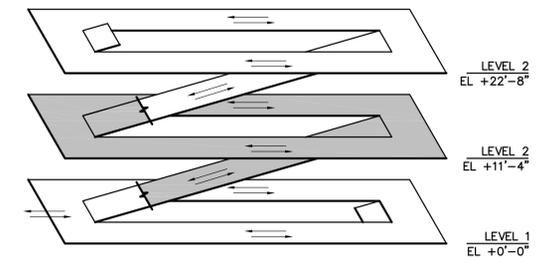
Carl Walker, Inc.
1920 S Highland Avenue
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DRAWN BY: RMM	PROJECT NO. 2528-1014	SHEET
DATE: 5/6/2015	SHEET 12 OF 14	AP401

PLOTTED BY: RAY MULVANEY, RMM
 FILE NAME: D:\WORK\2015\160-GLADE PARKS PS CONCEPT.DWG
 SHEET SIZE: 24 X 36, 1" = 1"



1 LEVEL 2 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



2 ISOMETRIC VIEW
NOT TO SCALE

LIFESTYLE CENTER

LEVEL 2 PLAN - ARCHITECTURAL PARKING

CITY OF EULESS, TEXAS

OPTION 3D



Carl Walker, Inc.
1920 S Highland Avenue
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Lombard, IL 60148
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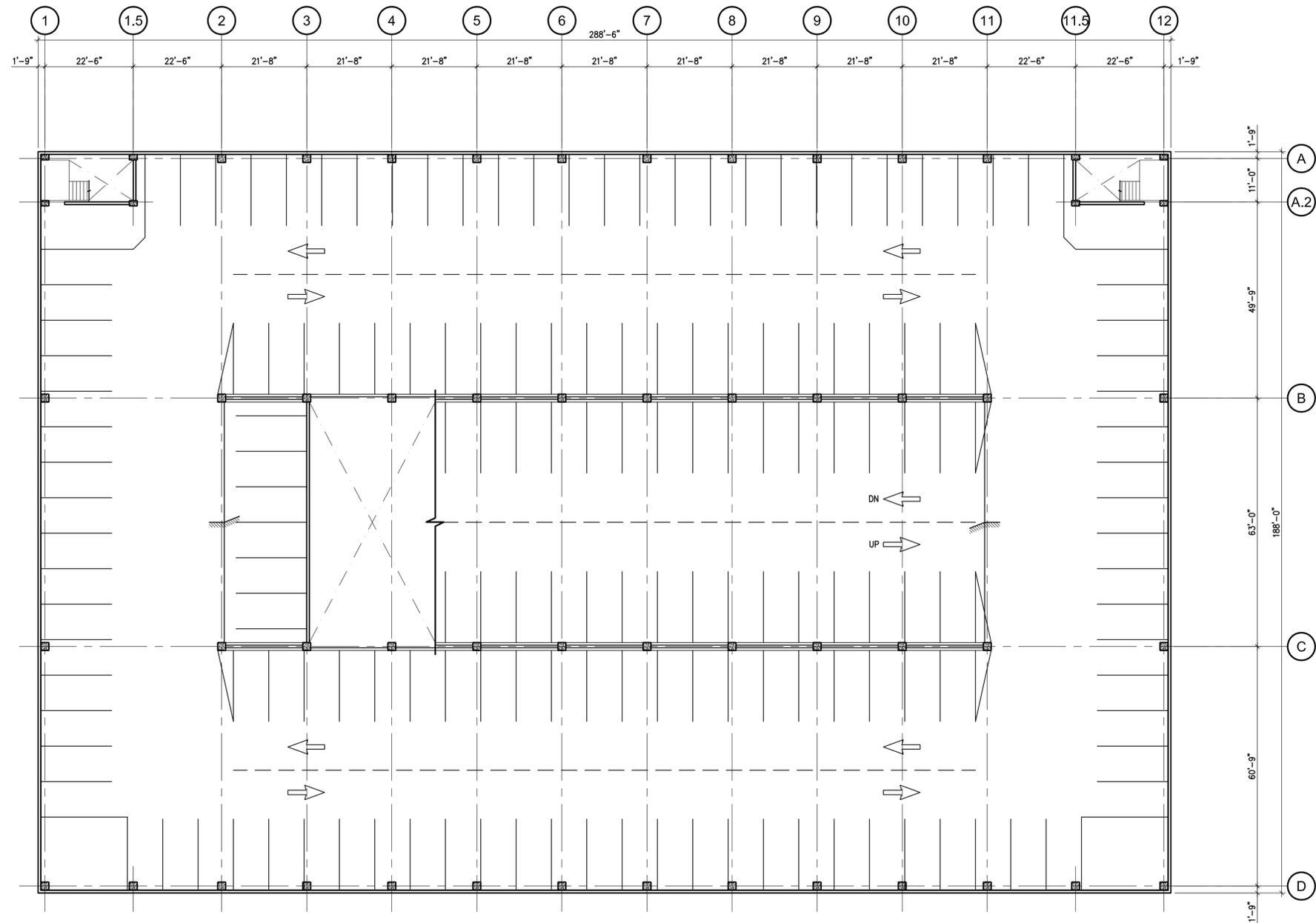
DRAWN BY: RMM

DATE: 5/6/2015

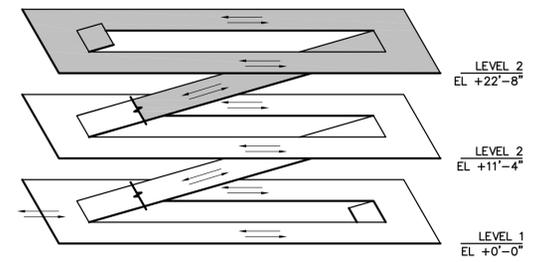
PROJECT NO. 2529-1014

SHEET 13 OF 14

SHEET AP402



1 LEVEL 3 PLAN - ARCHITECTURAL PARKING
1/16" = 1'-0"



2 ISOMETRIC VIEW
NOT TO SCALE

LIFESTYLE CENTER
LEVEL 3 PLAN - ARCHITECTURAL PARKING
CITY OF EULESS, TEXAS

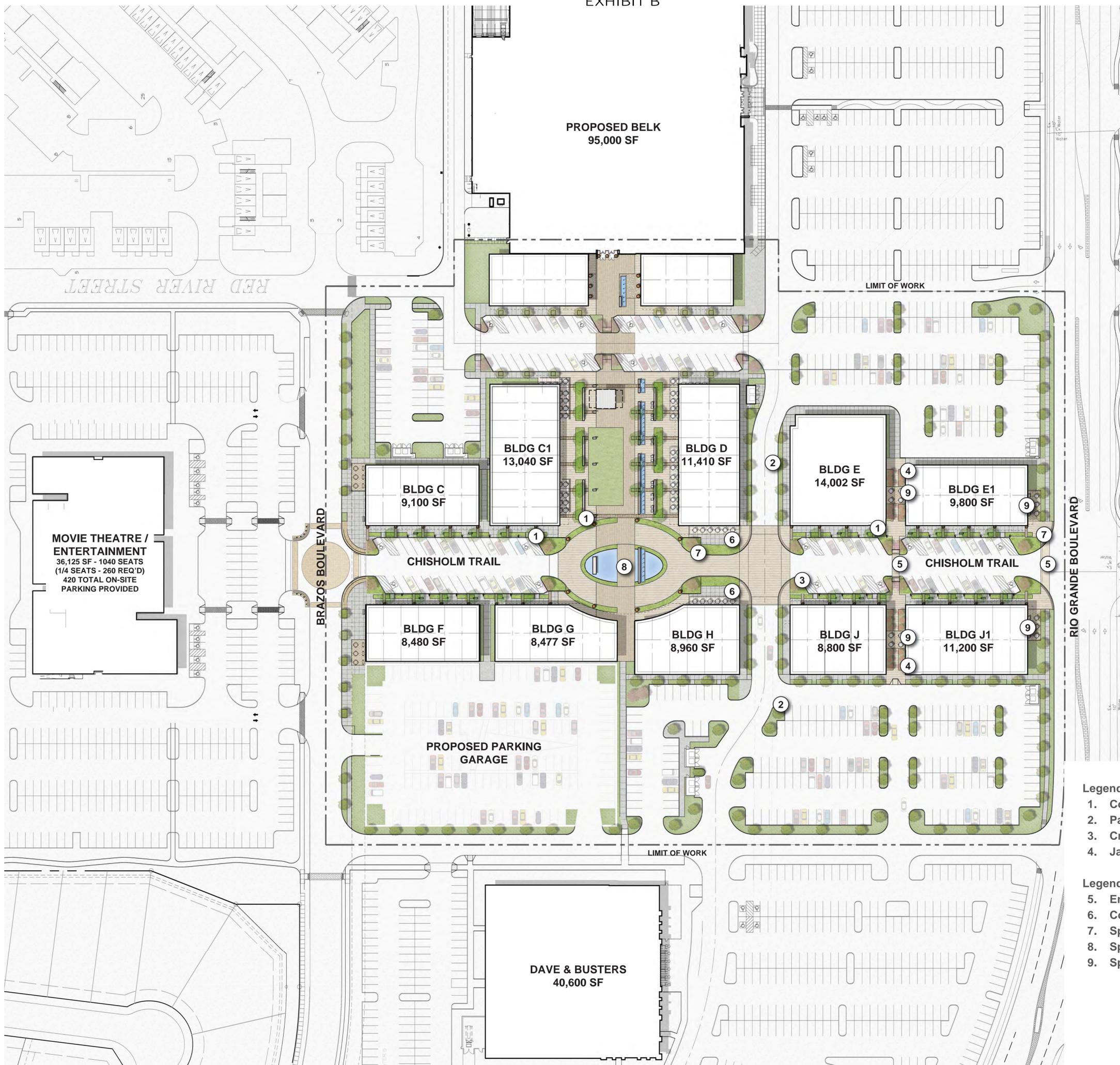
OPTION 3D



Carl Walker, Inc.
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DRAWN BY: RMM	PROJECT NO. 2528-1014	SHEET
DATE: 5/6/2015	SHEET 14 OF 14	AP403

PLOTTED BY: RAY MULVONEY, RMM
 FILE NAME: D:\WORK\DWG\2015-160-GLADE PARKS PS CONCEPT.DWG
 SHEET SIZE: 24 X 36 1/8" = 1"



PROPOSED BELK
95,000 SF

MOVIE THEATRE /
ENTERTAINMENT
36,125 SF - 1040 SEATS
(1/4 SEATS - 260 REQ'D)
420 TOTAL ON-SITE
PARKING PROVIDED

BLDG C1
13,040 SF

BLDG D
11,410 SF

BLDG C
9,100 SF

BLDG E
14,002 SF

BLDG E1
9,800 SF

CHISHOLM TRAIL

CHISHOLM TRAIL

BLDG F
8,480 SF

BLDG G
8,477 SF

BLDG H
8,960 SF

BLDG J
8,800 SF

BLDG J1
11,200 SF

PROPOSED PARKING
GARAGE

DAVE & BUSTERS
40,600 SF

Legend-Landscape

- 1. Corridor tree
- 2. Parking lot tree
- 3. Crape Myrtle
- 4. Japanese Maple

Legend-Hardscape and Other

- 5. Enhanced vehicular paving / crosswalk
- 6. Concrete sidewalk (sandblast finish)
- 7. Special paving type A
- 8. Special paving type B
- 9. Special paving type A1

OVERALL SITE PLAN



Scale: 1" = 30'-0"





Legend

1. Circle Drive Plaza
2. Central fountain with signage
3. Linear fountain through plaza
4. Event Lawn
5. Pavilion
6. Column / Sculpture / Light features
7. Stone Seat Walls
8. Enhanced Paving band
9. Stone Paving bands through plaza
10. Plaza paving
11. Streetscape sidewalk
12. Enhanced Intersections / Crosswalks
13. Planting

EXHIBIT C

Parking Deck:

The parking improvements will be maintained in a good, clean, orderly, safe, sanitary and sightly condition, consistent with the standards generally applicable to first class mixed use developments in the Euless, Texas vicinity, such as the Glade Parks Phase 1 Shopping Center, including without limitation the following:

- a. Keeping the parking facilities, including stairwells, free and clear of rubbish, litter, filth, refuse and animal or human waste;
- b. Line painting as reasonably required
- c. Elevator cleaning;
- d. Checking and replacing light bulbs; and,
- e. Keeping the parking facilities free of rodents.

Park Area:

The park improvements will be maintained in a good, clean, orderly, safe, sanitary and sightly condition, consistent with the standards of generally applicable to first class mixed use developments in the Euless, Texas vicinity, such as the Glade Parks Phase 1 Shopping Center , including without limitation the following:

- a. Keeping the park facilities free and clear of rubbish, litter, filth, refuse and animal or human waste;
- b. Maintain all landscape plantings, plantings, trees, and shrubs in an attractive and thriving condition, trimmed and weed free;
- c. Provide water for landscape irrigation through a properly maintained irrigation system;
- d. Maintain and winterize all water fountains;
- e. Checking and replacing light bulbs; and,
- f. Keeping the park facilities free of rodents.

Exhibit D

Beginning at the point of intersection of the eastern right of way (ROW) line of Harrington Gardens Parkway and the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A, thence

West along the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A to a point where said line intersects with the western property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A, thence

South along the western property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A to a point where said line intersects with the southern property line of GLADE PARKS Block H Lot 1 & BLK G LOT 1, thence

West along the southern property line of GLADE PARKS Block H Lot 1 & BLK G LOT 1 to a point where said line intersects with the western property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A, thence

South along the western property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A to a point where said line intersects with the projection of the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A09 SEPARATED TRACT, thence

West along the projection of the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A09 SEPARATED TRACT to a point where said line intersects with the western property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A09 SEPARATED TRACT, thence

South along the western property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A09 SEPARATED TRACT to a point where said line intersects with the southern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A09 SEPARATED TRACT, thence

East along the southern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A09 SEPARATED TRACT to a point where the projection of said line intersects with the southern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A, thence

East along the southern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A to a point where the projection of said line intersects with the southern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A05 SEPARATED TRACT, thence

East along the southern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A05 SEPARATED TRACT to a point where the projection of said line intersects with the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A05 SEPARATED TRACT, thence

North along the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A05 SEPARATED TRACT to a point where the projection of said line intersects with the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT, thence

North along the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT to a point where said line intersects with the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT, thence

West along the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT to a point where said line intersects with the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT, thence

North along the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT to a point where said line intersects with the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT, thence

West along the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A04 SEPARATED TRACT to a point where the projection of said line intersects with the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A, thence

North along the eastern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A to a point where said line intersects with the northern property line of HAVINS, JOHN H SURVEY Abstract 685 Tract 2A, which is the point of beginning.

Exhibit D

