



## DEVELOPMENT SERVICES AGREEMENT

This Development Services Agreement ("**Contract**") is entered into between **Mansfield Economic Development Corporation**, a Texas non-profit corporation, hereinafter called "**MEDC**" or "**Owner**", and **United Properties Southwest, LLC**, a Texas limited liability company, hereinafter called "**Developer**" or "**UPS**", hereby make and enter into the following contract.

### RECITALS:

**WHEREAS**, MEDC is the owner of an approximate 170 acres of real property on Easy Drive in Mansfield, Texas (the "**Property**," as depicted in Exhibit D attached hereto); and

**WHEREAS**, MEDC desires to design and construct streets and roads, water and sewer utilities, site improvements, and related improvements on the Property so that the Property is suitable for future third party industrial/business park development; and

**WHEREAS**, UPS has already provided MEDC preliminary services (Site Investigation Phase, Evaluation Phase, and Feasibility Phase, as those terms and services are described in prior agreements with MEDC) which are necessary prior to development of the Property; and

**WHEREAS**, MEDC now desires to enter into this Contract with UPS so that UPS may provide services necessary to produce the final construction documents for the Project (as defined below); and

**WHEREAS**, the Board of Directors of MEDC finds and determines that prior expenditures made to UPS and expenditures made to UPS under this Agreement are required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises and constitute a "project", as that term is defined in Section 501.103 of the Texas Local Government Code, and the MEDC is willing to provide economic development funding limited to costs associated with the design and construction of such public infrastructure as provided herein.

**NOW THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE I

#### SERVICES

A. For and in consideration of the covenants herein contained, Developer hereby covenants and agrees as an independent contractor, to perform the services hereinafter described. The services to be performed by Developer and its subcontractors hereunder shall include all necessary design and the preparation of plans and specifications ("**Plans**") for construction of certain improvements in Mansfield International Business Park (the "**Project**"), as more particularly contemplated by the **Scope of Work** (herein so called), attached hereto as Exhibit A, and incorporated herein for all purposes. All final plans and items within the Scope of Work must be approved by the Director of Public Works of the City of Mansfield. The Scope of Work excludes all work previously provided by Developer to MEDC in accordance with that certain letter agreement dated December 8, 2017 and attached hereto as Exhibit C.

B. In addition to the items set forth in the Scope of Work, Developer shall also:

- (1) When requested by MEDC, Developer shall attend preliminary conferences with authorized representatives of MEDC regarding the Project and such other conferences as may be necessary in the opinion of MEDC so that the plans and specifications which are to be developed hereunder by Developer will result in providing facilities which are economical in design and conform to instruction from MEDC.
- (2) Developer shall advise MEDC with regard to the necessity for additional subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder but which is not included in the Scope of Work. Developer shall also advise MEDC concerning the results of same. Such surveys, tests, and investigations shall be made only upon authorization by and at the expense of MEDC.
- (3) Unless otherwise provided in the Scope of Work, Developer shall provide:
  - (a) Digital files and one hard copy of the preliminary plans;
  - (b) Digital files and one hard copy of final review plans, one (1) copy of the final specifications for MEDC review;
  - (c) After addressing MEDC's final review comments, Developer shall submit one (1) copy of the bid plans and specifications to MEDC. Upon notification from MEDC, Developer shall make all corrections noted and then furnish digital files and one copy of bid plans and specifications.

## ARTICLE II

### COMPENSATION

A. For all services performed hereunder, local travel, supplies and incidentals, MEDC agrees to pay Developer the sum of FOUR HUNDRED SIXTY TWO THOUSAND AND 00/100 DOLLARS (\$462,000.00) (the "Contract Sum"), in accordance with the terms of this Contract.

B. MEDC shall pay Developer for all subcontractor work not included in the Scope of Work but authorized by MEDC, the actual cost thereof plus ten percent (10%).

C. For reproduction work beyond that identified in Article I(B)(3), MEDC shall pay Developer for reproduction work at the current commercial rates.

D. Progress payments shall be made monthly upon receipt of an invoice from Developer outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for any subcontract, reproduction and survey work performed during the period covered by said invoice which was not included in the Scope of Work. Progress payments shall be based on the Schedule of Values (herein so called) attached hereto as Exhibit B and incorporated herein for all purposes. Amounts payable by MEDC to Developer in this Contract shall be due not later than thirty (30) days from the date that Developer's invoice is received by MEDC. MEDC will not be responsible for payment of any service not contained within the Scope of Work or otherwise authorized by the MEDC. Should the Developer provide an invoice to which includes unauthorized charge, MEDC shall only be responsible to pay the authorized items within the invoice. Payments due Developer and unpaid under this Contract which are not paid when due shall bear interest at the rate of twelve per cent (12%) per annum.

### **ARTICLE III**

#### **SCHEDULE**

Developer must complete all of the services described in Article I within 180 days of the date of this Contract ("**Contract Time**"). MEDC agrees to use good faith efforts to provide comments or questions relating to plans or submissions made by Developer to MEDC within 15 days after receipt thereof. The Contract Time shall be automatically extended by the aggregate number of days of delay resulting from MEDC's delay in providing comments or responses to UPS.

### **ARTICLE IV**

#### **PROGRESS REPORT**

If requested by MEDC, Developer shall submit monthly progress reports with the monthly invoice. If Developer determines in the course of preparing design drawings and specifications that the preliminary opinion of probable construction cost of the Project will be exceeded, whether by change in the scope of the Project, or other conditions, the Developer shall immediately report such fact to MEDC, in writing, and if so instructed shall suspend all work hereunder.

### **ARTICLE V**

#### **DEVELOPER'S LIABILITY**

All Contract Documents shall comply to the best of the knowledge, information and belief of Developer, with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies. Approval by MEDC or the City of Mansfield ("**City**") shall not constitute or be deemed to be a release of the responsibility and liability of Developer, its officers, agents, employees and subcontractors for the accuracy and competency of the services performed hereunder, including but not limited to designs, working drawings and specifications or documents. Such approval shall not be deemed to be an assumption of such responsibility and liability by MEDC or City for any error, omission, defect or negligence in the performance of such services, it being the intent of the parties that approval by MEDC or City signifies MEDC or City's approval of only the general design concept of the improvements to be constructed.

### **ARTICLE VI**

#### **INDEMNIFICATION**

DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS CITY, MEDC, THEIR OFFICERS, OFFICIALS, AGENTS, AND/OR EMPLOYEES, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, FROM ANY LOSS, DAMAGES, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND/OR INJURIES (INCLUDING DEATH) TO ANY PERSON OR PERSONS, INCLUDING OFFICERS, EMPLOYEES OR AGENTS OF DEVELOPER, WHICH ARE CAUSED BY ANY NEGLIGENT ERROR, OMISSION, DEFECT, OR DEFICIENCY IN THE PERFORMANCE OF DEVELOPER'S PROFESSIONAL SERVICES OR IN THE NEGLIGENT PREPARATION OF DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE HERewith. DEVELOPER SHALL PAY ALL EXPENSES (INCLUDING

REASONABLE COSTS OF COURT AND ATTORNEY'S FEES) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST CITY, MEDC, OR THEIR OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES IN CONNECTION HERewith; PROVIDING AND EXCEPT, HOWEVER, THAT THIS INDEMNITY PROVISION SHALL NOT BE CONSTRUED AS REQUIRING DEVELOPER TO INDEMNIFY OR HOLD HARMLESS CITY OR MEDC, THEIR OFFICERS, OFFICIALS, AGENTS, OR EMPLOYEES FROM LOSS, DAMAGES, LIABILITY OR EXPENSE ON ACCOUNT OF DEFECTS OR DEFICIENCIES IN DESIGN CRITERIA AND INFORMATION FURNISHED TO DEVELOPER BY MEDC AND WHICH DEVELOPER COULD NOT DISCOVER BY THE EXERCISE OF REASONABLE DILIGENCE OR DEVIATIONS BY THE CONTRACTOR IN CONSTRUCTION FROM DEVELOPER'S DESIGNS, WORKING DRAWINGS, SPECIFICATIONS OR OTHER ENGINEERING DOCUMENTS, EXCEPT SUCH DEVIATIONS AS MIGHT OCCUR WITH THE APPROVAL OF THE DEVELOPER OR DURING THE PERFORMANCE OF WORK OVER WHICH DEVELOPER HAS SUPERVISION. DEVELOPER SHALL NOT BE LIABLE FOR CLAIMS, LAWSUITS, EXPENSES OR DAMAGES ARISING FROM, OR IN ANY MANNER RELATED TO THE EXPOSURE TO, OR THE HANDLING, MANUFACTURE OR DISPOSAL OF ASBESTOS, ASBESTOS PRODUCTS, OR HAZARDOUS WASTE IN ANY OF ITS VARIOUS FORMS, AS DEFINED BY THE ENVIRONMENTAL PROTECTION AGENCY.

## **ARTICLE VII**

### **USE OF DOCUMENTS**

All drawings, specifications, and other documents or instruments prepared or assembled by Developer under this Contract shall become the sole property of MEDC. Drawings, specifications and other documents which have been prepared by Developer's design professional subcontractors are Instruments of Service and the design professional providing the same shall be deemed the author and owner thereof, and shall retain all common law, statutory and other reserved rights, including copyrights. Developer shall obtain a non-exclusive license from each such design professional in favor of MEDC which authorizes MEDC to use such Instruments of Service in connection with the Project. Such licenses shall permit Developer and/or MEDC to authorize a contractor, subcontractors, sub-subcontractors, and material or equipment suppliers, as well as Developer's or MEDC's consultants, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. Developer shall retain in their files all original drawings, specifications, documents or instruments and all other pertinent information for the work. Developer shall have no liability for changes made to the drawings and other documents by MEDC, City, or other consultants subsequent to the completion of the Contract.

## **ARTICLE VIII**

### **TRANSFER OF CONTRACT**

Developer shall not assign, sublet or transfer, in whole or in part, its interest in this agreement without the prior written consent of MEDC.

## **ARTICLE IX**

### **TERMINATION OF CONTRACT**

A. MEDC may terminate this Contract without cause upon at least fourteen (14) days written notice to Developer. Upon receipt of such notice Developer shall immediately discontinue all services and



work and the placing of all orders or the entering into contracts for supplies, assistance, facilities, and materials, in connection with the performance of this Contract.

B. If MEDC terminates this Contract under the foregoing Section A, MEDC shall pay Developer for all work completed to the date of such termination based on the Schedule of Values, plus the entire unpaid balance of Developer's Fee set forth in Group 10 of the Schedule of Values, plus any additional amounts owed by Developer to its subcontractors for services provided to Developer within the Scope of Work to the date of termination, and a reasonable amount for services performed prior to such termination, which payment shall be based upon the Schedule of Values and for subcontract, reproduction, and survey work in accordance with the method of compensation stated in ARTICLE II herein.

C. All completed or partially completed reports prepared under this Contract, including the original drawings, shall become the property of MEDC when the Contract is terminated, and may be used by MEDC or City as set forth in Article VII; provided, however, that Developer shall not be liable for the use of such drawings for any project other than the Project described in this Contract.

## **ARTICLE X**

### **INDEPENDENT CONTRACTOR**

Developer covenants and agrees that it will perform the work hereunder as an independent contractor, and not as an officer, agent, servant, or employee of MEDC; that Developer shall have exclusive control of and the exclusive right to control the details of Developer's work performed hereunder, and all persons performing same, and Developer shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between MEDC and Developer, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between MEDC and Developer.

## **ARTICLE XI**

### **DISCLOSURE**

By signature of this Contract, Developer warrants to the MEDC that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. Developer further warrants that he will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

## **ARTICLE XII**

### **INSURANCE**

A. Developer shall maintain and keep (or cause to be maintained and kept) in force during the term of this Contract such insurance as set forth below. Developer shall not commence work under this Contract until Developer has obtained all the insurance required under this Contract and such insurance has been approved by MEDC, nor shall Developer allow any subcontractor to commence work under this Contract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies (except Professional Liability Insurance) provided under this Contract shall be written on an

“occurrence” basis through companies duly approved to transact that class of insurance in the State of Texas. Professional Liability Insurance Policies shall be written on a “claims made” basis. The insurance requirements shall remain in effect throughout the term of this Contract.

- (1) Workers’ Compensation and Employers’ Liability Insurance, as required by law; not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
- (2) Commercial General Liability Insurance, including Independent Contractor’s Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring Developer’s liability for injury to or death of employees of MEDC and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.
- (3) Automobile Liability Insurance, covering owned (if any), hired and non-owned vehicles, with bodily injury and property damage limits of \$500,000 per occurrence.
- (4) Professional Liability Insurance, coverage in an amount of at least \$500,000 per claim and aggregate covering the services provided under this Contract, including contractual liability. This insurance shall be maintained throughout the Contract and for one year after completion of the Scope of Work.

B. Each insurance policy to be furnished by Developer shall include the following conditions by endorsement to the policy:

- (1) MEDC shall be named as an additional insured as to all applicable coverage(s) except Workers’ Compensation and Professional Liability.
- (2) Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to MEDC by regular U.S Postal Service delivery (except that ten (10) days prior notice shall be required for cancellation or nonrenewal for nonpayment of premiums) addressed to:

Mansfield Economic Development Corporation  
301 S. Main St.  
Mansfield, Texas 76063

- (3) The term “Owner” or “MEDC” shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of MEDC and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of MEDC.
- (4) All policies furnished by Developer in which MEDC is an additional insured, shall be primary and not contributory.
- (5) All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Developer agrees to the following:

- (1) Except for professional liability, Developer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of

recovery or subrogation against MEDC, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.

- (2) Companies issuing the insurance policies and Developer shall have no recourse against MEDC for payment of any premiums or assessments for any deductible, as all such premiums are the sole responsibility and risk of Developer.
- (3) Approval, disapproval, or failure to act by MEDC regarding any insurance supplied by Developer (or any subcontractors) shall not relieve Developer of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Developer from liability.
- (4) No special payments shall be made for any insurance that Developer and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices.

### ARTICLE XIII

#### MISCELLANEOUS PROVISIONS

A. Change Orders. The Scope of Work, Contract Sum and Contract Time may be changed only by a written change order ("Change Order") issued after execution of this Contract, authorizing a change in the Scope of Work or adjustment in the Contract Sum or Contract Time. A Change Order is a written order signed by MEDC and Developer or their respective representatives, after execution of this Contract, authorizing a change in the Work or adjustment in the Contract Sum or Contract Time.

B. Sales Tax Exemption. MEDC agrees to provide a sales tax exemption certificate to Developer.

C. Governing Law/Venue. This Contract shall be governed by and construed under the laws of the State of Texas without regard to any conflicts of law principles. Exclusive venue for any legal action brought to interpret or enforce this Contract shall lie in a Tarrant County district court.

D. Entirety. This Contract, and any exhibit attached hereto, constitutes the entire agreement of the parties hereto and supersedes any prior written or oral agreements of the parties regarding the subject-matter of this Contract.

E. Severability. Wherever possible, each provision of this Contract shall be interpreted so that it is valid under applicable law. If any provision of this Contract is held to be illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions of this Contract shall continue in full force and effect.

F. Amendment. This Contract may not be amended except by a written document signed by all parties to this Contract.

G. No Waiver of Right to Enforce. If a party fails to insist on strict performance of any provision of this Contract, such failure shall not be deemed a waiver by such party of its right to insist on strict performance of such provision in the future or strict performance of any other provision of this Contract.

H. No Third Party Beneficiaries. This Contract shall inure to the benefit of and may only be enforced by the parties to this Contract and their permitted successors and assigns. Except as may be specifically stated and identified in this Contract, there are no third party beneficiaries of this Contract.

I. Notices. Any notice or other communication required by this Contract to be given, provided, or delivered to a party shall be in writing addressed to the parties as set forth below. Notices shall be considered "given" for purposes of this Contract: (a) if sent by certified mail, three business days after being deposited with the U.S. Postal Service, certified mail, return receipt requested; (b) if sent by private delivery service (e.g., FedEx or UPS), on the date delivered to the notice address listed below as evidenced by a receipt signed by any person at the notice address.

If to the MEDC:           Mansfield Economic Development Corporation  
                                  Attn: Scott Welmaker  
                                  301 S. Main St.  
                                  Mansfield, Texas 76063

If to Developer:           United Properties Southwest, LLC  
                                  17330 Preston Road, Suite 111D  
                                  Dallas, TX 75252  
                                  Attention: Gary D. Pickens, President

Either party has the right to change its notice addresses by giving written notice to the other party in accordance with the terms of this paragraph.

J. Authorization. By signing this Contract, the parties to this Contract represent to each other that this Contract has been duly authorized by their respective governing bodies and that the person signing this Contract on the party's behalf has been duly authorized to sign this Contract by and on behalf of their respective party.

K. Attorney's Fees. If it becomes necessary to take legal action to interpret or enforce the terms of this Contract, the prevailing party in such action shall be entitled to recover from the non-prevailing party, the prevailing party's reasonable attorney's fees and costs of court.

L. Counterparts. This Contract may be executed in any number of identical counterparts, each of which is deemed to be an original instrument. All counterparts hereof taken together constitute a single instrument. A facsimile copy (or other digital image) of an executed counterpart of this agreement is binding on the party whose signature appears thereon.

M. Limitation of Liability. The parties further agree that neither party will be liable to the other under this Contract for consequential damages (including lost profits) or exemplary damages.

N. City Council. This Contract is not valid unless first approved by the City Council of the City of Mansfield.

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the parties hereby have executed this Contract on this \_\_\_\_\_ day of March, 2018.

**MANSFIELD ECONOMIC DEVELOPMENT CORPORATION**  
a Texas non-profit corporation

By: \_\_\_\_\_  
Larry Klos, President

**DEVELOPER:**

**UNITED PROPERTIES SOUTHWEST, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Gary D. Pickens, President

## EXHIBIT A

**\*Services in this Exhibit A will be a continuation of the feasibility phase infrastructure exhibits previously completed by UPS which are attached at the end of this Exhibit A.**

### CONSTRUCTION DOCUMENT PHASE SERVICES SCOPE

#### **Platting Services**

##### **GROUP 1: Pre-lim & Final Plat**

*PRELIMINARY & FINAL PLAT:* UPS will prepare a Preliminary Plat (if required) and a Final Plat for the project based on a Boundary Survey of the site performed by the firm. These plats will show easements, dedications, and other information required by the City.

*Included in this item:*

- Coordination of city review and approval of these plats and attendance at city staff, Planning and Zoning Commission meetings as normally required.
- Monumentation of the perimeter boundaries of the site.
- Right of way establishment for 7<sup>th</sup> Ave and Klein Blvd within the stated 155 acre parcel and dedication of said right of way.

*Not included in this item:*

- Special monumentation requirements by the City, including block corners, interior lot corners, or floodplain corners.
- Civil Engineering Services and/or plans.

**GROUP 1 AMOUNT: \$10,500**

---

#### **Planning Services**

##### **GROUP 2: Mass Grading Plan**

*MASS GRADING PLAN:* UPS will prepare a Mass Grading plan for the project. This plan will show existing grades, proposed contours and spot elevations as required.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or UPS decision. Additional changes will be made on an hourly rate basis.
- Preparation of a site Drainage Area Map that will define ultimate storm water discharges and the proposed drainage patterns for the site and roadways.

*Not included in this item:*

- Profiles for public or private systems.
- Design of any sewer or drainage improvements not described above.
- Design of any underfloor drainage systems or grading, and the design of French drain systems around the building perimeters.

**GROUP 2 AMOUNT: \$18,200**

---



## Engineering Services

### GROUP 3: Klein Blvd. & 7<sup>th</sup> Ave. Roadway Plans, Street Lighting Plan, and Traffic Impact Analysis

**KLEIN BLVD ROADWAY PLAN (2<sup>nd</sup> Ave, to intersection with 7<sup>th</sup> Ave.):** UPS will prepare construction plans and details for a new public road as required by this project. Paving section designs are to be based on recommendations included in a current Geotechnical Report ([REED Report No. 21768 - May 12<sup>th</sup>, 2017](#) & [REED Report No. 22167 – January 23<sup>rd</sup>, 2018](#)) or on “standard” City requirements.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or UPS decision. Additional changes will be made on an hourly rate basis.
- Plan and profiles of the proposed improvements.
- Traffic Control Plan, if required.
- Storm Drain System

*Not included in this item:*

- Traffic counts/analysis.
- Traffic signalization design.
- Additional geotechnical research required as a result of city imposed “standard” requirement.

**7<sup>th</sup> AVENUE ROADWAY PLAN:** UPS will prepare construction plans and details for a new public road as required by this project. Paving section designs are to be based on recommendations included in a current Geotechnical Report ([REED Report No. 21768 - May 12<sup>th</sup>, 2017](#) & [REED Report No. 22167 – January 23<sup>rd</sup>, 2018](#)) or on standard City requirements.

*Included in this item:*

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or UPS decision. Additional changes will be made on an hourly rate basis.
- Plan and profiles of the proposed improvements.
- Traffic Control Plan, if required.
- Storm Drain System

*Not included in this item:*

- Traffic counts/analysis.
- Traffic signalization design.
- Additional geotechnical research required as a result of city imposed “standard” requirement.

**STREET LIGHTING PLAN:** Through a qualified subconsultant, UPS will provide a Street Lighting Plan to meet local and/or Owner requirements. This plan will reflect the location and description of proposed street lighting improvements as directed.

*Included in this item:*

- Coordination of Owner and City review and approval of plans prepared as part of this item.
- Photometric analysis of the site to determine optional light standard locations.
- Electrical Design as required for the street lighting.

---

**GROUP 3 AMOUNT: \$201,400**

#### **GROUP 4: Public Gravity Sanitary Sewer Plan, Public Water Plan, Duct Bank Design, Sanitary Sewer Capacity Analysis, and Storm Water Detention Plan**

**PUBLIC GRAVITY SANITARY SEWER PLAN:** UPS will prepare plans and details for a proposed public gravity sanitary sewer main on site in the right-of-way of 7<sup>th</sup> Avenue and along Klein Blvd to 2<sup>nd</sup> Avenue as required to serve the proposed development. These plans will include proposed manholes, cleanouts, mains, and services and will be prepared in accordance with standard City requirements.

***Included in this item:***

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or UPS decision. Additional changes will be made on an hourly rate basis.
- Profiles, if required.

***Not included in this item:***

- Private sanitary sewer improvements.

**PUBLIC WATER PLAN:** UPS will prepare plans for water improvements including fire hydrants, meters, mains, and building services to serve the proposed development. These improvements will be designed from existing public mains located in Easy Street and 2<sup>nd</sup> Avenue.

***Included in this item:***

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or UPS decision. Additional changes will be made on an hourly rate basis.

***Not included in this item:***

- Design of any off-site water improvements or extensions not described above.
- Profiles of public or private systems.

**DUCT BANK DESIGN:** UPS will prepare plans and details for the extension of a shared electrical and data duct bank along 7<sup>th</sup> Avenue to serve the proposed development. These plans will include proposed manholes, conduit alignment, and details.

***Included in this item:***

- Coordination of City and Owner review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or UPS decision. Additional changes will be made on an hourly rate basis.
- Profiles of duct banks.

***Not included in this item:***

- Design of any off-site utility improvements or extensions not described above.
- Determination of data demands for the proposed development.
- Design of number or size of data conduits to serve the proposed development.
- Sizing of electrical and data appurtenances, manholes, racks, etc.
- Cable pulling calculations.

**SANITARY SEWER CAPACITY ANALYSIS:** UPS will contract with a qualified subconsultant to analyze the City's wastewater system downstream of the site. Flow tests will be performed along the following routes: (1) Easy Drive to South Second Avenue; and (2) South Second Avenue to Antler Drive. Utilizing the results of the



analysis, UPS will prepare a report that will be provided to the City outlining the results of the tests.

***Not included in this item:***

- Offsite survey or sanitary sewer design that may be required as a result of the analysis.

**GROUP 4 AMOUNT: \$114,500**

---

## **Landscape Architecture Services**

### **GROUP 5: Klein Blvd. and 7<sup>th</sup> Ave. Landscape & Irrigation Plans**

**KLEIN BLVD LANDSCAPE & IRRIGATION PLANS - LIMITED SERVICES:** UPS will provide a Landscape Architecture Design and Irrigation services that consists of a median feature and an entry feature at South Second Avenue.

***Included in this item:***

- Coordination of City review and approval of plans prepared as part of this item.
- Up to two (2) team design meetings at the offices of UPS, the landscape architect, or the Owner to coordinate ground plane design elements.
- Schematic Design: One (1) schematic option submitted for Owner review and coordination showing minimum City requirements to meet the applicable landscape ordinance.
- City Landscape Plan Submittal: If required, UPS will submit a Landscape Compliance Plan demonstrating code compliance for City review and approval.
- Construction Documents: Plans to include planting and irrigation with applicable details to a level sufficient to demonstrate design intent and allow the construction thereof, including materials and quantity schedules.
- Coordination with the Civil Engineer to provide dedicated irrigation meter.
- Site visits at the completion of construction for purposes of confirming that the plan appears to be installed per requirements if requested by the Owner.

***Not included in this item:***

- Hardscape design, signage or water features.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls.
- Renderings, graphics or applications required to pursue a variance or special exception to the ordinance.
- LEED pursuit.
- Green roofs or terraces over structure.
- All these services can be provided upon request for an additional fee.

**7<sup>TH</sup> AVENUE ROADWAY LANDSCAPE & IRRIGATION PLANS:** UPS will provide a Landscape Architecture Design and Irrigation services that consists of minimum requirements to meet the applicable landscape ordinance.

***Included in this item:***

- Coordination of City review and approval of plans prepared as part of this item.
- Up to two (2) team design meetings at the offices of UPS, the landscape architect, or Owner to coordinate ground plane design elements.
- Schematic Design: One (1) schematic option submitted for Owner review and coordination showing minimum City requirements to meet the applicable landscape ordinance.
- City Landscape Plan Submittal: If required, UPS will submit a Landscape Compliance Plan demonstrating code compliance for City review and approval.
- Construction Documents: Plans to include planting and irrigation with applicable details to a level sufficient

to demonstrate design intent and allow the construction thereof, including materials and quantity schedules.

- Coordination with the Civil Engineer to provide dedicated irrigation meter.
- Site visits at the completion of construction for purposes of confirming that the plan appears to be installed per requirements if requested by the Owner.

***Not included in this item:***

- Hardscape design, signage or water features.
- Irrigation systems utilizing reclaimed water that require pumps, filters and associated controls.
- Renderings, graphics or applications required to pursue a variance or special exception to the ordinance.
- LEED pursuit.
- Green roofs or terraces over structure.
- All these services can be provided upon request for an additional fee.

**GROUP 5 AMOUNT: \$23,000**

---

## **Project Construction Bid Phase Services**

### **GROUP 6: Project Construction Bid Coordination & Storm Water Pollution Prevention Plan**

**PROJECT CONSTRUCTION BID COORDINATION:** UPS will be available to attend up to twenty (20) project meetings (including conference calls) and to coordinate with all necessary team members and/or city staff.

***Included in this item:***

- Bid Process: *This is expected to NOT be a public bid.* In as much as this is expected to be privately negotiated between UPS and 3 or more qualified general contractors, the private bid phase will be coordinated by UPS in consultation with the Owner. As such UPS will prepare bid documents in coordination with MEDC, coordinate with the chosen bidders providing all construction documentation and instruction. Upon receipt of the bids, UPS will review, tabulate, and recommend to Owner for Owner's sole and final decision.
- Evaluation: The evaluation of bids and all construction data for errors, misinterpretation, omission, and clarification. This step sometimes involves weeks of discussion and follow-up.
- Recommendation to Owner: After total review, UPS makes recommendation to Owner giving all the reasons behind the recommendation taking into account all factors besides "price".
- Formal Presentation to City Council or Owner: The formal presentation distills months of work in an abbreviated summary concluding in a recommendation to the Board. Including total final project scope, total final project cost, and total final project timeline.

***Not included in this item:***

- Project Bid Coordination for any work to be awarded on a public bid basis

**STORM WATER POLLUTION PREVENTION PLAN:** UPS will prepare a Storm Water Pollution Prevention Plan for construction activities in the project area including an Erosion Control Plan, Instructions to the Contractor, and Contractor's Checklists.

***Included in this item:***

- Coordination of City review and approval of plans prepared as part of this item.
- One (1) revision to the plan to reflect site plan changes as a result of Owner or UPS decision. Additional changes will be made on an hourly rate basis.

***Not included in this item:***

- Review and determination of any listed endangered or threatened species or designated critical habitats in



the project area.

- Assistance to the Owner and to the Contractor in filing the required Notice of Intent (NOI) and the Notice of Termination (NOT) form for the proposed construction activities.

**GROUP 6 AMOUNT: \$20,200**

---

## Post Construction Services

### GROUP 7: Record Drawings

RECORD DRAWINGS: Based on project construction records, maintained and provided by the Contractor, UPS will prepare final Record Drawings of the referenced project in conformance with City requirements. These drawings will rely solely on the information provided by the Contractor. Field verification of actual construction is *not* included in this item. In the event the Contractor claims no changes were made to the plans during construction, Contractor will provide a letter on their letterhead positively stating that all construction was done per the construction documents.

**GROUP 7 AMOUNT: \$5,500**

---

## Architectural Services

### GROUP 8: Master Planning, Entry Feature, and Signage

ARCHITECTURAL SERVICES: In this phase, services will focus on master planned exhibits (for marketing) and park entry monument signage at Klein Blvd (main) and 7<sup>th</sup> Ave, entrance (secondary) for Board review and commentary.

Actions include:

- Confirmation of requirements for existing LI Zoning and any overlay District requirements.
- Requirements for landscaping
- Requirements for LI Zoning set backs as it pertains to signage.
- Confirmation of existing building codes for signage.
- Confirmation of existing utilities
- Contact local utility providers and determine general requirements.
- Contact TxDOT for information on drive approach locations, if not finalized.
- Confirm any site restrictive requirements as it pertains to signage.

MASTER PLANNING EXHIBITS: UPS will meet with the Owner to program and provide phased Master Planning Exhibits for the project and determine the ideal locations for Entry Park Monument Signage. Once we have determined the recommended locations and dimensions for park signage, we will provide a presentation exhibit to be presented to the Board for approval. This Exhibit will be preliminary in nature but will define the initial scope, location, and type of signage to be provided. Lastly, we will provide a preliminary layout for how buildings can be placed on the different sites in the park. We will provide a color Masterplan exhibit showing this development for marketing purposes.

**GROUP 8 AMOUNT: \$7,500**

---

## UPS Development FEE

### GROUP 9: United Properties Southwest Development Fee

**GROUP 10 AMOUNT: \$61,200**

---

### NOT INCLUDED IN SCOPE OF CONSTRUCTION DOCUMENT PHASE SERVICES AGREEMENT

Based on our understanding of the scope of services, the following items are NOT included in this proposal:

1. Demolition Plan
2. Retaining wall design
3. Design of screening walls,
4. Detailed layout of walks and hardscape areas, including scoring patterns.
5. Design of any underfloor drainage systems or grading.
6. Design of french drain systems around the building perimeters.
7. Finished construction drawings of signage plan or individual entry signs themselves.
8. Construction staking.
9. Wetlands determination and permitting
10. Boundary surveying (already completed – not in the scope of this contract)
11. Site Plan layout (Other than listed in architectural services above)
12. Coordination of gas, electric, telephone and cable television service
13. Site Lighting Plan

CONSTRUCTION DOCUMENTS TIME: 6 months

**CONSTRUCTION DOCUMENTS PHASE AMOUNT: \$462,000**

---





UNITED  
PROPERTIES  
SOUTHWEST, LLC

EXHIBIT B

**Mansfield International Business Park**

**REVISED CONTRACT AMOUNT = \$462,000**

*Construction Document Phase Services Scope*

**SCHEDULE OF VALUES**

Group No.	Scope	Cost
<b>Platting Services</b>		
1	Prelim & Final Plat	\$10,500
	<b>total</b>	<b>\$10,500</b>
<b>Planning Services</b>		
2	Mass Grading	\$18,200
	<b>total</b>	<b>\$18,200</b>
<b>Engineering Services</b>		
3	Klein Blvd. Roadway Plan	\$93,100
	7th Ave. Roadway Plan	\$87,400
	Street Lighting Plan	\$20,900
	<b>total</b>	<b>\$201,400</b>
4	Public Gravity Sanitary Sewer Plan	\$20,600
	Public Water Plan	\$51,400
	Duct Bank Design	\$21,900
	Sanitary Sewer Capacity Analysis	\$20,600
	<b>total</b>	<b>\$114,500</b>
<b>Landscape Architecture Services</b>		
5	Klein Blvd. Landscape & Irrigation Plans	\$12,500
	7th Ave. Landscape & Irrigation Plans	\$10,500
	<b>total</b>	<b>\$23,000</b>
<b>Project Construction Bid Coordination Services &amp; Storm Water Pollution Prevention Plan</b>		
6	Project Construction Bid Coordination	\$16,500
	Storm Water Pollution Prevention Plan	\$3,700
	<b>total</b>	<b>\$20,200</b>
<b>Post Construction Services</b>		
7	Record Drawings	\$5,500
	<b>total</b>	<b>\$5,500</b>
<b>Architectural Services</b>		
8	Master Planning, Entry Feature, and Signage	\$7,500
	<b>total</b>	<b>\$7,500</b>
<b>UPS Development Fee</b>		
9	UPS Fee	\$61,200
	<b>total</b>	<b>\$61,200</b>
<b>TOTAL</b>		<b>\$462,000</b>

Mr. Scott Welmaker  
April 11, 2017  
pg. 1 of 5

UNITED PROPERTIES SOUTHWEST

Commercial Real Estate  
Development • Investment • Construction

March 27<sup>th</sup>, 2017

Mr. Scott Welmaker  
Mansfield Economic Development Corporation (MEDC)  
200 N. 12<sup>th</sup> St.  
Mansfield, TX 75110

**RE: PROPOSAL TO MANSFIELD ECONOMIC DEVELOPMENT FOR SITE INVESTIGATION, EVALUATION, FEASIBILITY AND CONSTRUCTION DOCUMENTATION PHASED STUDY FOR A 158 ACRE TRACT ON EASY DR. AKA "MANSFIELD INTERNATIONAL BUSINESS PARK"**

Dear Scott:

Per our previous discussions, please find enclosed our proposal representing our suggested four-phased / staged approach for Site Assessment, Evaluation, Feasibility, and Construction of the 158 acres under contract on Easy Drive in Mansfield. This is our recommendation for a comprehensive study and review for a prudent assessment of the subject property specifically for its development and intended use into (and as) a Class A- Institutional Grade industrial / business park. This study is programmed to ease into the expense of such an evaluation during your due diligence period and is designed to uncover underlying development issues that may hinder or impair the intended use.

The following stages of evaluation will, through intervals, provide, sufficient information concerning the viability of this property enabling you to make educated decisions in your investment strategy. The goal is to provide Mansfield Economic Development Corp. (MEDC) the most comprehensive look at a cost benefit of investment through deliverable sites.

**SITE INVESTIGATION PHASE**

It is possible some of the elements of this phase are already underway. To the extent that some of the following studies already exist, MEDC will provide same to UPS for its review and use regarding this proposal.

In the event, any or all of these studies do not currently exist and need to be commissioned, UPS (on behalf of MEDC) will commission such study (or studies) and make all associated reports and information stemming from such study available to MEDC for its files. The disciplines potentially to be commissioned that are necessary for the following studies are civil engineering – Boundary Survey; environmental testing – Environmental Phase I; and soil testing / laboratory – Geotechnical Subsurface Study. UPS will thoroughly review with MEDC any cost or contract information associated with any discipline before commissioning. MEDC will be responsible for payment of all study costs directly to the discipline. Fees paid to UPS with regard to this Phase are for review and recommendations to any concerning issues identified in the studies.

Mr. Scott Welmaker  
April 11, 2017  
pg. 2 of 5

1. **BOUNDARY SURVEY** (or review of Seller provided Survey) of subject property reviewed with title binder (provided).
2. **ENVIRONMENTAL PHASE I STUDY & REVIEW.** (In the event there is cause for further study in this area...UPS will make immediate recommendations)
3. **GEOTECHNICAL SUBSURFACE STUDY.** pursuant to a UPS prescribed Phase I "general grid" of subject property. (Results are subject to immediate recommendations)

Study / Report costs associated with this phase will be paid directly by MEDC to the respective vendor.

SITE INVESTIGATION PHASE TIME: DETERMINED BY OWNER  
SITE INVESTIGATION PHASE FEE: \$3,200

#### **EVALUATION PHASE**

It is assumed for purposes of this proposal that the Site Investigation Phase may form the basis of the conceptual properties in terms of size, shape, and even early layouts (pursuant to conceptual exhibits). Our proposal is for UPS to undertake each of the anticipated work tasks discussed herein as necessary to evaluate the property for certain feasibility components involving underlying development issues and corresponding questions & efficiencies concerning ingress-egress, utility service and infrastructure, soil conditions, and estimated timing of these improvements to each property. This will be performed to create a good basis of knowledge about the property and create a preliminary best use scenario.

UPS will work in concert with the disciplines of civil engineering, architecture, geotechnical engineering, and any other trade deemed necessary by UPS to form the evaluation. Unless otherwise noted the cost of these consulting disciplines is included in the fee below. This will involve the coordination of multiple meetings with TxDOT, municipal authorities, municipal and franchise utilities, and possibly certain city and county departments. The scope of this phase is as follows:

1. **TxDOT & CITY OF MANSFIELD COORDINATION.** UPS shall prepare an informal exhibit for the to be built "Klein Blvd" bisecting the property. Questions pertaining to any proposed roads or thoroughfares involving the city, county, or TxDot jurisdictions will be addressed with those jurisdictions. In the event of extensive revisions and/or alterations by the city, additional services may have to be considered and subject to additional fees.
2. **TOPOGRAPHICAL SURVEY.** UPS and its consultants shall inquire through TNRS and obtain LIDAR information if possible to facilitate the master planning effort of the subject property. If available, the information will be processed as 1' (one foot) contours and added to the exhibits, replacing USGS 5' or 10' contours. Some on the ground survey may be required to tie-in the LIDAR data to physical appurtenances such as storm pipe inverts and utility features. If it becomes necessary to acquire an on the ground survey requiring more data than the boundary survey described above, UPS will coordinate a qualified Registered Professional Land Surveyor to perform the work (paid for separately from this proposed agreement by MEDC).
3. **FRANCHISE AND MUNICIPAL UTILITIES.** UPS shall coordinate with the City of Mansfield, the power company, gas company and communications providers, on behalf of the city, to gain a clearer and more complete assessment of the needed utility services to each site.
4. **PUBLIC UTILITIES.** All city departments will be contacted for discussion and confirmation of existing or planned utilities and capacities.

5. **PRELIMINARY INTERIOR ROAD LAYOUTS.** The evaluation stage may yield (as deemed prudent or necessary by UPS) additional interior road designs for discussion points with all parties.
6. **MEETINGS.** We propose to provide the services defined herein for the following fee and coordinate and attend all necessary meetings to derive necessary conclusions for this evaluation leading to a recommendation to MEDC of how the land should be developed into park improvements at this time.

EVALUATION PHASE TIME: 5 Weeks  
EVALUATION PHASE FEE: \$28,600

#### **FEASIBILITY PHASE**

Upon completion of the Evaluation Phase, and pursuant to the recommendations, and mutual decisions of MEDC and UPS, UPS will move into the Feasibility Phase of the Park. This phase involves all of the preliminary steps necessary to conclude a Proposed Design of the park and an estimated total cost including proposed phased construction (if possible) and corresponding phase cost. It is designed to provide as many answers as possible to establish the "firing solution" of what is going to happen, the phased costs, when the work occurs, how it will work, and how it will look when partially constructed and totally constructed. The steps to be taken in this phase are:

1. **PRELIMINARY CIVIL & PLANNING.** It is necessary in this phase to engage civil engineering for solutions gleaned from governing jurisdictions for accessing the property by auto/truck traffic and to set the pattern for interior street and lot layouts. These access points may be limited. We will attempt to identify possible construction phases in the event any budgeting limits established are by MEDC. Limits of construction will be based on historical knowledge of unit pricing for street and utility construction. The preliminary plan layouts will be based on UPS design criteria and market knowledge. The actual delineation will reengage the civil engineer.
2. **FORMAL CONSULTATIONS.** Coordinated meetings with TxDOT, municipal and franchise utilities, and probably certain city and county departments to refine the previous preliminary "discussions" to take-offs and various preliminary designs into Preliminary Plans and Preliminary Specifications for estimated pricing. These consultations take the level of information to the jurisdictions and all the utilities to a higher level than that achieved in mere evaluation performed above. Exhibits, calculations, infrastructure requirements, correspondences, specification guides, etc., including various take-offs and preliminary drawings are compiled to create the Preliminary Specifications for preliminary pricing and estimating.
3. **ESTIMATING & PRICING.** UPS then takes the Preliminary Guide Specifications into an initial round of discussion with all necessary trades and sub-contractors for review, commentary, and clarifications to posed questions and concerns. This often leads to a level of value engineering that gets identified, evaluated, and determined for inclusion or exclusion to the Preliminary Specification.
4. **SUMMARY.** With the conclusion of this exercise an estimated total project cost can be forecasted along with possible phased construction and its respective cost and scope. This is fundamental to this phase. Although it will be an estimate based on prelims, this is the vital decision point for any owner to have before committing to the most extensive and costly Construction Document Phase. Although not a guarantee this phase is structured to answer enough questions allowing the owner the most assurance that the cost of final documents is not jeopardized by an underlying or unidentified development issue.
5. **PRELIMINARY BUDGETS.** Preliminary construction budgets and various phased construction scenarios are reviewed for cost and market viability. Construction budgets will reflect all known development issues and will

Mr. Scott Welmaker  
April 11, 2017  
pg. 4 of 5

reflect customary UPS costs for fixed priced or cost plus negotiated construction and delivery for goods and services as a private sector horizontal and developer / builder.

**FEASIBILITY PHASE TIME: 8 Weeks**  
**FEASIBILITY PHASE FEE: \$74,400**

Upon completion of the Feasibility Phase, MEDC will have sufficient development data and budgetary information concerning the subject property from UPS to make an informed decision on (1) final closing of the property and, (2) future construction costs weighed against proforma finished site revenues.

### **CONSTRUCTION DOCUMENT PHASE**

1. **FINAL CLARIFICATIONS.** Upon achieving a "go" from the Owner upon completion of the Feasibility Phase above, it is incumbent for final consultations with all UPS disciplines including the civil engineering and architectural team. Here all foundational issues are revisited and confirmed and if any are pending...they are re-examined for final decision at this time. Here all details are decided and communicated to all team members before construction documents engage for preparation.
2. **PREPARATION OF FINAL CONSTRUCTION DOCUMENTS AND WORKING DRAWINGS.** All disciplines engage on respective areas of the Final Specifications and Working Drawings for permitting. This is the longest task of the 4 phases and certainly the most expensive next to actual construction.
3. **EASEMENT AND RIGHT OF WAY ADJUSTMENTS.** Accomplish all easements and R.O.W. adjustments necessary to support utility extensions and possibly road dedications.
4. **REVIEW OF FINAL DOCUMENTS.** Upon completion of #2 above, UPS conducts a final and sweeping review of all final documents that are to be part of the permitting set and contract set with the Owner. Here last minute changes or errors get edited as a result of this final review.
5. **ISSUANCE OF FINAL CONSTRUCTION DOCUMENTS & SPECIFICATIONS.** This represents the mass printing and issuance of all final construction documents to subs, suppliers, utilities, and all design members such as MEP, structural, etc.
6. **BID PROCESS.** If "Public Bidding" is necessary, this is the management of that process and the compliance of all rules and regulations under the Municipal Procurement Code for the State of Texas. If this is not a public bid... the process internally is similar although simpler and less costly and less time consuming.
7. **EVALUATION.** The evaluation of bids and all construction data for errors, misinterpretation, omission, clarification. This step sometimes involves weeks of discussion and follow-up...ESPECIALLY in the event of a public bid.
8. **RECOMMENDATION TO OWNER.** After total review, UPS makes recommendation to Owner giving all the reasons behind the recommendation taking into account all factors besides "price".
9. **FORMAL PRESENTATION TO CITY COUNCIL OR OWNER.** The formal presentation lightly reviews the months-long process in an abbreviated summary concluding in a recommendation to the Board. Key highlights are:

Mr. Scott Welmaker  
April 11, 2017  
pg. 5 of 5

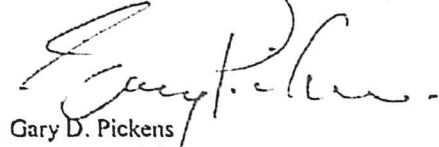
- a. Total Project Scope
- b. Total Project Cost
- c. Phased Construction by Scope
- d. Phased Construction by Cost
- e. Phased Construction by Time

CONSTRUCTION DOCUMENTS TIME: 8 Weeks  
CONSTRUCTION DOCUMENTS PHASE FEE: TBD

Scott, I hope this creates a clearer picture of what we see as necessary to move forward. We both have a lot at stake here in terms of the right decision and the investment of time. Obviously, we think this has very good potential at this time in the statewide market. The industrial climate has perhaps never been more favorable. So, I hope that you and your team will feel comfortable in calling regarding any questions or clarifications we might offer.

Sincerely

UNITED PROPERTIES SOUTHWEST, LLC

  
Gary D. Pickens  
President and General Manager

Phases Accepted By:

"Site Investigation Phase" - \$3,200



Scott Welmaker, Director of Economic  
Development

4/12/2017

Date

"Evaluation Phase" - \$28,600

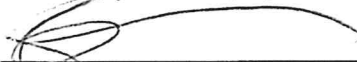


Scott Welmaker, Director of Economic  
Development

4/12/2017

Date

"Feasibility Phase" - \$74,400



Scott Welmaker, Director of Economic  
Development

7/12/2017

Date

"Construction Document Phase" - TBD





**Pacheco Koch**  
 8100 WESTERN PLAZA SUITE 1000  
 FORT WORTH, TX 76107 817-412-7155  
 TX REG. CHRONOLOGICAL FIRM F-14428  
 TX REG. SURVEYING FIRM LS-1093624

GF. NO. 2017-218703-RU

**SURVEYOR'S CERTIFICATE**

James Neal Rejon (owner)  
Hensfield Economic Development Corporation c/o United Properties Southwest (client)  
Raymond M. Meeks, Trustee (purchase)  
First American Title Guaranty Company (Underwriter) and

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 1918 Ordnance Survey Regulations for ALTA/ADP 5 and 7. The Survey, jointly established and conducted by ALTA and the Ordnance Survey, was carried out in accordance with the 1918 Ordnance Survey Regulations for ALTA/ADP 5 and 7. The Survey was completed on April 26, 1917.

Paul Davis  
Registered Professional Land Surveyor  
No. 8634  
pdavis@qbc.com

10. The distances shown herein for existing and adjacent properties have been compiled from recorded plats and deeds, and do not necessarily represent field verified or monumented distances.
11. The surveyor did not observe evidence of recent earth moving work, building construction or building additions at the time of the survey.
12. Proposed changes in street right-of-way lines are based on the City of Honolulu Master Thoroughfare Plan Map

dated June 22, 2013

CONTAINING: 6,764,368 square feet or 155,253 acres of land, more or less.

100

100

\_\_\_\_\_