



**Regular Session
Council Agenda Packet
January 7, 2021**

**CITY OF CROWLEY
CITY COUNCIL
Council Regular Session
January 7, 2021
ATTENDANCE SHEET**

Worksession Regular

Council Member Johnny Shotwell, Place 1

Mayor Pro Tem Jerry Beck, Place 2

Council Member Jesse Johnson, Place 3

Council Member Carl Weber III, Place 4

Council Member Jimmy McDonald, Place 5

Council Member Christine Gilbreath, Place 6

Mayor Billy Davis

Staff:

Robert Loftin, City Manager

Lori Watson, Finance Director/Asst City Mgr

Jack Thompson, EDC Director/Asst City Mgr

Rob Allibon, City Attorney

Carol Konhauser, City Secretary

Pleasant Brooks, Fire Chief

Kit Long, Chief of Police

Mike Rocamontes, Public Works Director

Rachel Roberts, Planning & Comm Dev Director

Cristina Winner, Community Services Director

Lisa Hansen, HR Administrator

Julie Hepler, Special Event Coordinator

Jay Hinton, Media Relations



**AGENDA
CROWLEY CITY COUNCIL
JANUARY 7, 2021
WORKSESSION - 6:30 p.m.**

**Crowley City Hall
201 E. Main Street
Crowley TX 76028**

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

WORKSESSION - January 7, 2021 - 6:30 pm

I. CALL TO ORDER AND ROLL CALL

II. NON-ACTION ITEMS FOR DISCUSSION

1. None.

DISCUSSION OF ITEMS LISTED ON THE AGENDA

III. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. Discuss and consider approving the minutes from the regular meeting held December 17, 2020.

IV. PUBLIC HEARINGS

1. None

V. CITY BUSINESS

1. Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.
2. Discuss and consider approving a Developer's Agreement for Hunters Ridge Addition, Phase 1, located in the 1000 Block of N. Crowley Rd.

VI. ADJOURNMENT



AGENDA
CROWLEY CITY COUNCIL
JANUARY 7, 2021
REGULAR SESSION - 7:00 p.m.

Crowley City Hall
201 E. Main Street
Crowley TX 76028

Citizens may address the Council by filling out a blue "Citizen Participation" card to discuss any issue that is on the Agenda. Please turn in cards to the City Secretary. Speakers are limited to three minutes (if using a translator, the time limit will be doubled).

REGULAR SESSION - January 7, 2021 - 7:00 pm

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION

III. PLEDGE TO ALLEGIANCE TO THE AMERICAN AND TEXAS FLAGS

"I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation, under God, indivisible, with Liberty and Justice for all."

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state, under God, one and indivisible."

IV. PRESENTATIONS/PROCLAMATIONS

- 1. Special Presentations for City Employees.

V. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- 1. Discuss and consider approving the minutes from the regular meeting held December 17, 2020.

VI. PUBLIC HEARINGS

- 1. None.

VII. CITY BUSINESS

- 1. Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.
2. Discuss and consider approving a Developer's Agreement for Hunters Ridge Addition, Phase 1, located in the 1000 Block of N. Crowley Rd.

VIII. ADVISORY BOARDS AND COMMISSISONS

1. Reports

None

2. Appointments/Reappointments

Tax Increment Financing (TIF) Board

Table with 3 columns: Name, Position, Term. Includes Johnny Shotwell, Jesse Johnson, Lori Watson, and Jack Thompson.

IX. PUBLIC COMMENT

If you wish to make a public comment or discuss subjects not listed on the Agenda, please fill out a (yellow) Visitor's Participation card and submit to the City Secretary. There will be no formal actions taken on subjects presented during public

An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets

comments. Please NOTE council may NOT address or converse with you regarding a NON-AGENDA ITEM. The public comment period will only allow members of the public to present ideas and information to the City Officials and Staff.

X. ITEMS OF COMMUNITY INTEREST

Items of community interest include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognitions of city officials, employees or citizens; reminders about upcoming events sponsored by the city or other entity that is scheduled to be attended by a city official or employee; and announcements involving imminent threats to the public health and safety

XI. EXECUTIVE SESSION

Pursuant to Chapter 551, Texas Government Code, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item to receive advice from its attorney as permitted by law, or to discuss the following as permitted by Government Code:

1. **Section 551.071 (Consultation with Attorney)**
2. **Section 551.072 (Deliberations about Real Property)**
3. **Section 551.074 (Personnel Matters)**
4. **Section 551.087 (Business Prospect/Economic Development)**

XII. RECONVENE AND TAKE ACTION FROM EXECUTIVE SESSION

Reconvene into open session and take any necessary action resulting from items posted and legally discussed in Closed Session.

XIII. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Agenda of the City Council Meeting to be held on Thursday, January 7, 2021, of the governing body of the City of Crowley is a true and correct copy posted on _____, 20____ at _____ am/ pm to the City Website and at Crowley City Hall, a place convenient and readily accessible to the public at all times.

City of Crowley

Carol C. Konhauser, City Secretary

THE CITY COUNCIL RESERVES THE RIGHT OF THE FOLLOWING:

1. ITEMS DO NOT HAVE TO BE CONSIDERED IN THE SAME ORDER AS SHOWN ON THIS AGENDA;
 2. THE COUNCIL MAY CONTINUE OR RECESS ITS DELIBERATIONS TO THE NEXT CALENDAR DAY IF IT DEEMS IT NECESSARY.
- The Crowley City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (817) 297-2201 ext. 4000, or email ckonhauser@ci.crowley.tx.us for further information.

NOTICE: A quorum of the Crime Control and Prevention District Board of Directors and the Economic Development Board of Directors will be present at this meeting; however, neither Board will take action on any items on this posted agenda.

An agenda information packet is available for public inspection in the Crowley Library and on the City website, under Agenda Packets



Crowley City Council

AGENDA REPORT

Meeting Date: January 7, 2021

Agenda Item: V-1

Staff Contact: Carol C. Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and consider approving the minutes from the regular meeting held December 17, 2020.

BACKGROUND/DISCUSSION

Consider approval of minutes as presented.

FINANCIAL IMPACT

None

RECOMMENDATION

Staff recommends approval of the minutes as presented; council consideration is respectfully requested.

ATTACHMENTS

- Minutes

MINUTES OF THE CITY COUNCIL WORK SESSION HELD December 17, 2020. The City Council of the City of Crowley, Texas met in Work Session on Thursday, December 17, 2020, at 6:30 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Johnny Shotwell, City Council Place 1
Mayor Pro-Tem Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Carl T. Weber III, City Council Place 4
Council Member Tina Pace, City Council Place 5
Council Member Christine Gilbreath, City Council Place 6

City staff included: City Manager, Robert Loftin
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Public Works Director, Mike Rocamontes
Planning and Comm Dev Director, Rachel Roberts
Community Services Director, Cristina Winner
Media Relations Administrator, Jay Hinton

Absent: None

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Work Session to order at 6:31 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

DISCUSSION OF NON-ACTION ITEMS

1. **None.**

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. **Discuss and consider approving the minutes from the regular meeting held Dec 3, 2020.**
No discussion.

PUBLIC HEARING

1. **Hold a public hearing to discuss and consider approval of Ordinance 12-2020-419 rezoning approximately 0.25 acres located at 110 S Hampton Rd, Crowley, Tarrant Addition Block 1 Lot 2R1A, to include the property in the Downtown Overlay District. Case # ZR-2020-007**
No discussion.

CITY BUSINESS

1. **Conduct the Official Canvass of the Election Returns for the Runoff Election held on December 12, 2020, in the City of Crowley, Texas, for the purpose of electing a City Council Member to Place 5.**
No discussion.
2. **Discuss and consider adoption of Resolution R12-2020-346, a resolution of the City Council of the City of Crowley, Texas, canvassing and declaring the results of the December 12, 2020 Runoff Election for the purpose of electing a City Council Member to Place 5; and Mayor Davis to issue the Certificates of Election.**

No discussion.

- 3. Discuss and consider approval Ordinance 12-2020-420 amending the FY2020-21 City of Crowley Operating Budget and appropriating resources to be known as FY2020-21 Budget amendment No. 1; establishing an effective date.**

City Manager Robert Loftin explained this was a budget adjustment for the purchase of two vehicles as well as the purchase of property which will be utilized for additional parking in the new downtown area.

- 4. Discuss and consider a Developer's Agreement for Landmark Apartments, 300 Blk FM W. 1187.**

Council member Christine Gilbreath asked if the entrance/exit from Magnolia would only be for emergency personnel or was it planned as a regular entrance/exit for residents. City Manager Loftin explained that the Magnolia entrance/exit was intended to be for emergency egress, but that the residents of the complex may have the ability to exit through this gate. Council member Gilbreath stated that she was not in-favor of this becoming a roadway, to which City Manager Loftin stated that it was not planned to be a roadway for through traffic.

- 5. Discuss and consider approval of a Chapter 380 Economic Development Agreement with FasTaco.**

Mayor Billy Davis asked if the April 2021 opening date was still accurate. City Manager Loftin explained that at the time the agreement was signed, this was the anticipated date of opening. But due to the construction and other factors, they would not be completed by April 2021. He also added that it was probably in the best interest of the City for the opening to be delayed due to the extensive construction being conducted in that particular area of Main St.

- 6. Discuss and consider approval of a development plan for Karis.**

City Manager Loftin clarified to Council that this is a develop plan for Karis, NOT the "Development Agreement." He stated the development agreement was still being reviewed and that it would be coming to Council at a later date.

Mayor Davis asked the City Attorney if he should abstain from voting on this development plan for Karis due to the fact he's conducted tree work for one of the developer's other properties located outside of Arlington and may do work for this new development if requested. City Attorney Rob Allibon stated that although it was not a conflict of interest as defined under the statute, he advises that it may be wise for the Mayor to abstain.

Council member Tina Pace asked if the developer was still planning to beautify the bridge. City Manager Loftin explained that it was still in the plan to beautify the bridge.

ADJOURNMENT

As there was no further business to discuss, the work session was adjourned at 6:47 pm.

MINUTES OF THE CITY COUNCIL REGULAR SESSION HELD December 17, 2020. The City Council of the City of Crowley, Texas met in Regular Session on Thursday, December 17, 2020, at 7:00 pm in the City Council Chambers, 201 East Main Street, Crowley City Hall, Crowley, Texas.

Present were Mayor Billy P. Davis
Council Member Johnny Shotwell, City Council Place 1
Mayor Pro-Tem Jerry Beck, City Council Place 2
Council Member Jesse Johnson, City Council Place 3
Council Member Carl T. Weber III, City Council Place 4
Council Member Tina Pace, City Council Place 5 and
Council Member Jimmy McDonald, Council Place 5
Council Member Christine Gilbreath, City Council Place 6

City staff included: City Manager, Robert Loftin
Asst City Mngr/EDC Director, Jack Thompson
City Attorney, Rob Allibon
City Secretary, Carol Konhauser
Public Works Director, Mike Rocamontes
Planning and Comm Dev Director, Rachel Roberts
Community Services Director, Cristina Winner
Media Relations Administrator, Jay Hinton

Absent: None

CALL TO ORDER/ ROLL CALL

Mayor Billy Davis called the Regular Session to order at 7:00 p.m. City Secretary Carol Konhauser called roll and noted a quorum was present.

INVOCATION/PLEDGE OF ALLEGIANCE

Invocation was given by Mr Jerry Pace followed by the Pledge of Allegiance to the American and Texas Flags.

PRESENTATIONS/PROCLAMATIONS

1. **None.**

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

1. **Discuss and consider approving the minutes from the regular meeting held Dec 3, 2020.**

Council Member Tina Pace made the motion to approve the Consent Agenda item(s), second by Council Member Jerry Beck; council voted unanimously to approve the motion as presented. Motion carried 7-0.

PUBLIC HEARING

1. **Hold a public hearing to discuss and consider approval of Ordinance 12-2020-419 rezoning approximately 0.25 acres located at 110 S Hampton Rd, Crowley, Tarrant Addition Block 1 Lot 2R1A, to include the property in the Downtown Overlay District. Case # ZR-2020-007**

Mayor Davis opened the public hearing at 7:02 pm for anyone to speak either in favor of or in opposition, as nobody came forward, he closed the public hearing at 7:03 pm.

Council Member Christine Gilbreath made the motion to approve Ordinance 12-2020-419; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

CITY BUSINESS

- 1. Conduct the Official Canvass of the Election Returns for the Runoff Election held on December 12, 2020, in the City of Crowley, Texas, for the purpose of electing a City Council Member to Place 5.**

Mayor Billy Davis received the election envelope and read the election return totals. The totals were read as follows and there were no objections to the official election returns.

TARRANT COUNTY

City Council Place 5	Early Voting	Election Day	Provisional Ballots Added	Total Votes
Lezo "Lee" Foley	95	51	0	146
Jimmy McDonald	180	55	0	235
Under Votes	2	0	0	0
Over Votes	0	0	0	2
Total Votes	277	106	0	383

JOHNSON COUNTY

City Council Place 5	Early Voting	Election Day	Provisional Ballots Added	Total Votes
Lezo "Lee" Foley	0	0	0	0
Jimmy McDonald	1	0	0	1
Under Votes	0	0	0	0
Over Votes	0	0	0	0
Total Votes	1	0	0	1

- 2. Discuss and consider adoption of Resolution R12-2020-346, a resolution of the City Council of the City of Crowley, Texas, canvassing and declaring the results of the December 12, 2020 Runoff Election for the purpose of electing a City Council Member to Place 5; and Mayor Davis to issue the Certificates of Election.**

Council Member Tina Pace made the motion to approve Resolution R12-2020-346, second by Council Member Carl Weber voted unanimously to approve the motion as presented. Motion carried 7-0.

Mayor Davis signed the Certificate of Election for Place 6.

Statement of Officer and Oath of Office were then administered to incoming Council Member Jimmy McDonald. Council Member Jimmy McDonald replaced outgoing Council Member Tina Pace at 7:10 p.m.

- 3. Discuss and consider approval Ordinance 12-2020-420 amending the FY2020-21 City of Crowley Operating Budget and appropriating resources to be known as FY2020-21 Budget amendment No. 1; establishing an effective date.**

Council Member Jesse Johnson made the motion to approve Ordinance 12-2020-420; second by Council Member Jerry Beck, council voted unanimously to approve the motion as presented. Motion carried 7-0.

- 4. Discuss and consider a Developer's Agreement for Landmark Apartments, 300 Blk FM W. 1187.**

Council Member Christine Gilbreath made the motion to approve the Developer's Agreement for Landmark Apartments; second by Council Member Johnny Shotwell, council voted unanimously to approve the motion as presented. Motion carried 7-0.

5. Discuss and consider approval of a Chapter 380 Economic Development Agreement with FasTaco.

Council Member Jesse Johnson made the motion to approve the Chapter 380 Economic Development Agreement with FasTaco; second by Council Member Jimmy McDonald, council voted unanimously to approve the motion as presented. Motion carried 7-0.

6. Discuss and consider approval of a development plan for Karis.

Council Member Christine Gilbreath made the motion to approve the development plan for Karis; second by Council Member Carl Weber, council voted unanimously to approve the motion as presented. Motion carried 7-0.

ADVISORY BOARDS AND COMMISSIONS

Reports/appointments or reappointments.

1. Reports:
None
2. Appointments/Reappointments:
None

PUBLIC COMMENT

Mayor Davis asked if there were any citizens or visitors wishing to speak. No one came forward.

ITEMS OF COMMUNITY INTEREST

Mayor Davis then asked if there were any community interest items.

City Manager Loftin recognized all the departments within the City for raising over \$2,240.00 to be donated to the House of Hope. He thanked the many employees who donated as well as the Christmas Committee that gathered and organized the various events for the holiday season.

Council Member Christine Gilbreath recognized and thanked Tina Pace for her many years of service to the City and congratulated Jimmy McDonald for be elected to place 5.

As there was no further business, Mayor Davis adjourned the meeting at 7:19 p.m.

ATTEST:

Billy Davis, Mayor

Carol C. Konhauser, City Secretary



Crowley City Council

AGENDA REPORT

Meeting Date: January 7, 2021

Agenda Item: VII-1

Staff Contact: Carol C. Konhauser
City Secretary

E-mail: ckonhauser@ci.crowley.tx.us

Phone: 817-297-2201-X 4000

SUBJECT: Discuss and elect a Mayor Pro-Tempore pursuant to the City of Crowley Home Rule Charter, Section 3.03.

BACKGROUND/DISCUSSION

Pursuant to the City of Crowley Home Rule Charter, Section 3.03 the Council shall elect, at the first regularly scheduled Council meeting following an election, from among its council members, a Mayor Pro Tempore, who shall act as Mayor during the absence or disability of the Mayor or during a time that the office is vacated.

FINANCIAL IMPACT

None

RECOMMENDATION

Council action is required by nomination and voting for a Mayor Pro Tempore.

ATTACHMENTS

- None



Crowley City Council

AGENDA REPORT

Meeting Date:	January 7, 2021	Staff Contact:	Mike Rocamontes Public Works Director
Agenda Item:	VII-2	E-mail:	mrocamontes@ci.crowley.tx.us
		Phone:	817-297-2201-X 3290

SUBJECT: Discuss and consider approving a Developer's Agreement for Hunters Ridge Addition, Phase 1, located in the 1000 Block of N. Crowley Rd.

BACKGROUND/DISCUSSION

Discuss and consider approving a Developer's Agreement for the Hunters Ridge development located at the 1000 Blk of N. Crowley Rd. The development will tap into the City utilities to the west and the east for service to the property. Access to the property will be from N. Crowley Rd. There will be a second entrance at the south east corner of the property, connecting to Odell Ln. in the Crescent Springs development

*EXHIBITS B and C to be filled in when the construction costs are determined.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff Recommends Approval

ATTACHMENTS

- Developer's Agreement
- Assignment Agreement to Bloomfield Homes
- View/Map of Property

**CITY OF CROWLEY DEVELOPER'S AGREEMENT
FOR THE
HUNTER'S RIDGE ADDITION
PHASE 1**

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

THIS CITY OF CROWLEY DEVELOPER'S AGREEMENT FOR THE HUNTER'S RIDGE ADDITION PHASE 1 ADDITION (the "Agreement") is entered into on the _____ day of _____, between the City of Crowley, Texas, hereinafter referred to as the "CITY", and B.N. Development Company, INC. whose address is 2525 Ridgmar Blvd., Suite 440, Ft. Worth, TX 76116, hereinafter referred to as the "DEVELOPER".

WHEREAS, the DEVELOPER has requested the CITY to permit the development of a tract of land to be known as Mira Verde South Phase 1 (the "Addition"); and

WHEREAS, the CITY approved a final plat for the Addition on _____, which requires the construction of community facilities and improvements to serve the Addition as provided herein; and

WHEREAS, this Agreement shall operate as a covenant running with the land and shall be binding upon the DEVELOPER and its representatives, officers, agents, servants, employees, successors and assigns.

NOW, THEREFORE, the CITY and the DEVELOPER, in consideration of the mutual covenants and agreements contained herein, do mutually agree as follows:

A. ZONING, PLATTING and ADDITION PLANNING

All property owned by the DEVELOPER and located within the limits of the Addition shall be zoned and platted in accordance with the Comprehensive Zoning Ordinance of the City (the "Zoning Ordinance"), as amended, and Chapter 98 of the City Code of Ordinances (the "General Development Ordinance"), as amended, before any building permit will be issued. The DEVELOPER shall dedicate, at no cost to the CITY, all easements and other dedications as required by CITY regulations at the time of platting.

The DEVELOPER shall comply with all requirements in this Agreement as a condition of approval of the Addition.

B. PUBLIC IMPROVEMENTS

All public and private infrastructure improvements, including streets, utilities, drainage, sidewalks, street lighting, street signage, and all other required improvements, shall be provided by the DEVELOPER, at no cost to the CITY, in accordance with the general development regulations of the Unified Development Code of the CITY and other regulations of the CITY, and as approved by the City engineer or his agent. Such improvements shall be installed within all applicable time frames in accordance with all applicable regulations of the CITY, and this Agreement.

The DEVELOPER shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of plans and specifications for the construction of the public improvements. The DEVELOPER shall assume all responsibility for the adequacy and accuracy of the design, plans and specifications. Engineering studies, plan/profile sheets, and other construction documents (hereinafter referred to as the "Construction Plans") prepared by the licensed engineer shall be provided by the DEVELOPER at the time of platting as required by the General Development Ordinance. Such documents shall be approved by the City engineer or his agent prior to approval and filing of a final plat. Construction of such improvements shall not be initiated until a pre-construction conference with the City has been conducted regarding the proposed construction.

In accordance with the General Development Ordinance of the CITY, construction of all public improvements shall be subject to routine review by the City engineer or his agent to evaluate conformance with the Construction Plans, project specifications and CITY standards. However, such review and evaluation shall not relieve the DEVELOPER, his engineer and/or agent of responsibility for the design, construction and maintenance of the improvements as set out in this Agreement and relevant ordinances of the CITY.

Upon completion of construction of public improvements as required by this Agreement and the General Development Ordinance, the DEVELOPER shall deliver to the CITY the following as-built construction plans for the public improvements constructed or engineered by the DEVELOPER:

1. One FULL set in AutoCAD 14 (or the City's most recent version);
2. One FULL MYLAR set;
3. One FULL Blue-Line set;
4. One Blue-Line copy of the executed ("filed") Final Plat sheet;
5. Two (2) Blue-Line copies of the Water and Sanitary Sewer Layout sheet at a scale of 1:200; and
6. One Blue-Line copy of the Storm Drain Layout sheet at a scale of 1:200.
7. Shapefiles (GIS) providing the location of water and sanitary sewer layout, storm drain layout, and street layout reflecting correct right-of-way width. The shapefiles shall be provided in the Texas NAD83 State Plane coordinate system for North Central Texas.

No building permits will be issued for the Addition until all public improvements have been installed and inspected and a letter of acceptance has been issued by the City.

C. CONSTRUCTION BONDS

Prior to initiating any construction for the Addition, the construction contractor(s) for the

DEVELOPER shall provide the CITY with one original and one quality copy of the following construction bonds:

1. PERFORMANCE BOND

A good and sufficient performance bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the prime contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the CITY against any improper execution of the work or the use of inferior materials. The performance bond shall guarantee completion of the improvements within one year of execution of this Agreement.

2. PAYMENT BOND

A good and sufficient payment bond in an amount equal to one hundred percent (100%) of the total contract price of the contract between the DEVELOPER and the prime contractor for the construction of public improvements (and any private improvements constructed in lieu thereof), guaranteeing payment for all labor, materials and equipment used in the construction of the improvements.

3. MAINTENANCE BOND

A good and sufficient maintenance bond in an amount equal to one hundred percent (100%) of the total cost of the public improvements (and any private improvements constructed in lieu thereof), guaranteeing the maintenance in good condition of the public improvements for a period of two (2) years from and after the date that a letter of acceptance is issued by the CITY indicating that the public improvements have been completed by the DEVELOPER and accepted by the CITY.

Each of the above bonds shall be in a form acceptable to the CITY. Any surety company through which a bond is written shall be duly authorized to do business in the State of Texas, provided that the CITY, through its mayor, shall retain the right to reject any surety company for any work under this Agreement regardless of such company's authorization to do business in the State of Texas. Approval by the City shall not be unreasonably withheld or delayed.

D. UTILITIES

1. WATER

All required on-site and off-site water mains, valves, fire hydrants and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the water system and improvements within the dedicated easements once the two-year maintenance bond is released.

2. SANITARY SEWER

All required on-site and off-site sanitary sewer mains, manholes and other improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The CITY shall assume maintenance responsibilities of the sewer system and improvements within the dedicated easements once the two-year maintenance bond is released.

3. DRAINAGE

All required on-site and off-site drainage improvements shall be constructed by the DEVELOPER in accordance with the plans and specifications prepared by the DEVELOPER's engineer and accepted by the CITY prior to the issuance of any building permit. The DEVELOPER agrees to comply with all applicable EPA, TCEQ and other federal, state and local requirements relating to the planning, permitting and management of storm water. The DEVELOPER agrees to construct the necessary drainage facilities within the Addition. These facilities shall be designed and constructed in accordance with the CITY's General Development Ordinance, and the Construction Plans. The DEVELOPER agrees to comply with all provisions of the Texas Water Code. The CITY shall assume maintenance responsibilities of the drainage facilities and improvements within the dedicated easements once the two-year maintenance bond is released.

4. STREETS

1. Developer agrees to construct the street Facilities in the Addition in accordance with plans and specifications to be prepared by the Developer's engineer and approved by the City Engineer and made a part of this agreement as Exhibit C.
2. The Developer will be responsible for:
 - a. Installation and two year operation cost of street lights, which shall be payable to the City prior to final acceptance of the Addition; or an agreement with utility provider stating that no charge to the City will be made for street lights for the two-year duration or until 80% of the lots in the Addition are occupied.
 - b. Installation of all street signs designating the names of the streets inside the Addition, said signs to be of a type, size, color and design standard generally employed by the Developer and approved by the City in accordance with City ordinances.
 - c. Installation of all regulatory signs recommended based upon the Manual of Uniform Traffic Control Devices, as prepared by the Developer's engineer, by an engineering study or direction by the City Engineer. It is understood that Developer may install signs having unique architectural features. However, should the signs be moved or destroyed by any means, the City is only responsible for replacement of standard signs utilized by the City.

3. All street Facilities will be subject to inspection and approval by the City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement.
4. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are planned.
5. It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer hereby agrees to advise the City Engineer as soon as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

5. SIDEWALKS

Sidewalks shall be fully constructed and installed in accordance with the City's subdivision ordinance and other development standards and requirements. City acknowledges that the Developer may defer those portions of the internal sidewalks to builders; however, failure of a builder to construct such portions shall not relieve the Developer of this responsibility.

E. PUBLIC FACILITIES TO BE PROVIDED BY THE CITY

1. The CITY makes no guarantee that water supply or wastewater treatment capacity will be available at any particular time or place, it being fully understood by both parties hereto that the ability of the CITY to supply water and wastewater services is subject to the CITY's water and wastewater system capacity. The CITY shall be the sole judge of the availability of such capacity to supply such water and/or wastewater services, provided, however, that the CITY will use its best efforts to insure that said water supply and wastewater treatment capacity is available.
2. The CITY does note to the DEVELOPER that an 8" water line exists in the right of way of the West side of FM 731/Crowley Rd. (Off-Site Improvements).
3. The CITY does note to the DEVELOPER that an 21" sanitary sewer line located in the South East corner of the Hunter's Ridge Development, at the North East corner of the Crescent Springs Development (Off-Site Improvements).

F. FEES

1. IMPACT FEES

It is understood and agreed that impact fees will be assessed by the CITY at the time of final

platting of the Addition, including the applicable sanitary sewer and water impact fees assessed by both the CITY and the City of Fort Worth. These fees must be paid prior to obtaining building permits for lots in the Addition.

2. PUBLIC UTILITIES

The DEVELOPER agrees to pay the public utility companies (Charter Communications Cable Company, SBC Telephone Company, TXU Energy Company, Atmos and ONCOR for electric service) for their required costs of main installations, for street lighting, etc. for the Addition.

3. PARK FEES

The DEVELOPER has dedicated park land in-lieu-of paying a \$600.00 per LOT fee, and agrees to pay a \$600.00 per LOT fee, (for park equipment), for this development.

G. DETERMINATION OF ROUGH PROPORTIONALITY

Developer hereby agrees that the specific exactions required by the City and agreed to by the Developer in this Agreement (collectively the “Exactions”), and any land or property it donates to the City as part of the development of any public improvements, are roughly proportional to the need for such exaction or land, and Developer hereby waives any claim therefor that it may have. Developer 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 donation are related both in nature and extent to the impact of the public improvements. Developer specifically waives and releases all claims which Developer may have against the City: (1) related to any and all 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 public Improvements; (2) related to the specific exactions required by the City and agreed to by Developer in this Agreement; and (3) that any exactions required by this Agreement constitute a “taking” (i.e., an inverse condemnation) under the Texas or United States Constitutions.

H. GENERAL CONDITIONS

1. CONSTRUCTION TIME

Work performed under this Agreement shall be commenced within one (1) year from the date thereof. In the event the work is not completed within two (2) years from commencement of construction, the City may, at its election, draw on the performance bond, or other security provided by Developer and complete such work at Developer’s expense, provided however, that if the construction under this Agreement shall have started within the two (2) year period, the City may agree to renew the Agreement with such renewed Agreement to be in compliance with the City policies and ordinances in effect at that time.

2. LAW COMPLIANCE

The DEVELOPER agrees to comply with all federal, state and local laws that are applicable to development of the Addition.

3. EROSION CONTROL

During construction of the improvements in the Addition and after the streets have been installed, the DEVELOPER agrees to keep the streets free from soil build-up. The DEVELOPER agrees to use soil control measures such as silt screening, hydromulch, etc., to prevent soil erosion. It will be the DEVELOPER'S responsibility to present to the City engineer a soil control development plan that will be implemented for the Addition. When, in the opinion of the City engineer or his agent, there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the DEVELOPER, the DEVELOPER will have forty-eight (48) hours to clear the soil from the streets or affected areas. If the DEVELOPER does not remove the soil from the streets within the forty-eight (48) hours, the CITY may cause the soil to be removed either by contract or CITY forces and place the soil within the Addition at the DEVELOPER'S expense. All expenses must be paid to the CITY prior to acceptance of the Addition.

4. PRIVATE AMENITIES

It is understood that the Addition may incorporate a number of unique amenities and aesthetic improvements such as ponds, aesthetic lakes, unique landscaping, fences and walls, street furniture, etc. and may incorporate specialty signage and accessory facilities. The DEVELOPER agrees to accept responsibility for the construction and maintenance of all such aesthetic or specialty items. The CITY shall not be responsible for the maintenance or replacement of these items under any circumstances.

5. AMENITIES WITHIN PUBLIC RIGHT-OF-WAY

Only those amenities or specialty items listed in this section may be constructed within the public right-of-way. The CITY shall not be responsible for the replacement of these items under any circumstances. The DEVELOPER, its successors and assigns, agrees to accept responsibility for the installation and maintenance of all landscaping and irrigation, as specified on the approved Construction Plans, within any open spaces or other public right-of-way within the Addition and agrees to indemnify and hold harmless the CITY from any and all damage, loss or liability of any kind whatsoever by reason of injury to property or third persons occasioned by the location of these amenities within the public right-of-way, and the DEVELOPER, its successors and assigns, shall defend and protect the CITY against all such claims and demands. The DEVELOPER shall replace any plants, trees, or grass that die with the same or similar type of plant, tree, or grass that is the same or similar size and with respect to plants and grass that die, in the same stage of growth.

6. BUILDING PERMITS AND INGRESS/EGRESS

Any subdivision in the City of Crowley with 30 lots or more requires two points of ingress/egress.

7. VENUE

Venue for any action brought hereunder shall be in Tarrant County, Texas.

8. ASSIGNMENT

This Agreement or any part hereof or any interest herein shall not be assigned by the DEVELOPER without the express written consent of the mayor of the City, which consent shall not be unreasonably withheld.

I. FINAL ACCEPTANCE OF GENERAL DEVELOPMENT INFRASTRUCTURE

The CITY will not issue a letter of acceptance until the Addition's public improvements are completely constructed (Final Completion) to the satisfaction of the City engineer or his agent. However, upon substantial completion, a "punch list" of outstanding items shall be presented to the DEVELOPER'S contractor(s) indicating those outstanding items and their deficiencies that need to be addressed for Final Completion of the public improvements in the Addition.

The DEVELOPER agrees to deliver to the CITY clear and unencumbered title to all public improvements. Upon issuance of a letter of acceptance, title to all public improvements mentioned herein shall be vested in the CITY and the DEVELOPER hereby relinquishes any right, title or interest in and to such public improvements or any part thereof. It is understood and agreed that the CITY shall have no liability or responsibility in connection with such public improvements until the letter of acceptance is issued.

J. NON-WAIVER

The DEVELOPER expressly acknowledges that by entering into this Agreement, the DEVELOPER, its successors, heirs, assigns, grantees, trustees, and/or representatives, shall never construe this Agreement as waiving any of the requirements of the Zoning Ordinance or General Development Ordinance or any other ordinance of the CITY.

K. HOLD HARMLESS AGREEMENT

THE DEVELOPER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT APPROVAL BY THE CITY ENGINEER OR OTHER CITY EMPLOYEE OF THE CONSTRUCTION PLANS OR ANY OTHER PLANS, DESIGNS OR SPECIFICATIONS SUBMITTED BY THE DEVELOPER PURSUANT TO THIS AGREEMENT SHALL NOT CONSTITUTE OR BE DEEMED TO BE A RELEASE OF THE RESPONSIBILITY AND LIABILITY OF THE DEVELOPER, HIS ENGINEER, EMPLOYEES, OFFICERS OR AGENTS FOR THE ACCURACY AND COMPETENCY OF THEIR DESIGN AND SPECIFICATIONS. SUCH APPROVAL SHALL NOT BE DEEMED TO BE AN ASSUMPTION OF SUCH RESPONSIBILITY AND LIABILITY BY THE CITY FOR ANY DEFECT IN THE DESIGN AND SPECIFICATIONS PREPARED BY THE DEVELOPER'S ENGINEER, HIS OFFICERS,

AGENTS, SERVANTS OR EMPLOYEES, IT BEING THE INTENT OF THE PARTIES THAT APPROVAL BY THE CITY ENGINEER SIGNIFIES THE CITY'S APPROVAL ON ONLY THE GENERAL DESIGN CONCEPT OF THE IMPROVEMENTS TO BE CONSTRUCTED. IN THIS CONNECTION, THE DEVELOPER SHALL, FOR A PERIOD OF TWO (2) YEARS AFTER THE ACCEPTANCE BY THE CITY OF THE COMPLETED CONSTRUCTION OF INFRASTRUCTURE FOR THE ADDITION, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM ANY LOSS, DAMAGE, LIABILITY OR EXPENSE ON ACCOUNT OF DAMAGE TO PROPERTY AND INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS WHICH MAY ARISE OUT OF ANY DEFECT, DEFICIENCY OR NEGLIGENCE OF THE DEVELOPER'S ENGINEER'S DESIGNS AND SPECIFICATIONS INCORPORATED INTO ANY IMPROVEMENTS CONSTRUCTED IN ACCORDANCE THEREWITH, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, AND THE DEVELOPER SHALL DEFEND AT HIS OWN EXPENSE ANY SUITS OR OTHER PROCEEDINGS BROUGHT AGAINST THE CITY, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES OR ANY OF THEM, ON ACCOUNT THEREOF, AND SHALL PAY ALL EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE FEES AND EXPENSES OF ATTORNEYS) AND SATISFY ALL JUDGMENTS WHICH MAY BE INCURRED BY OR RENDERED AGAINST THEM OR ANY OF THEM IN CONNECTION THEREWITH.

THE DEVELOPER, ITS SUCCESSORS, ASSIGNS, VENDORS, GRANTEEES, AND/OR TRUSTEES DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, RESULTING FROM OR IN ANYWAY CONNECTED WITH THIS AGREEMENT OR THE CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS AND FACILITIES IN THE ADDITION OR THE FAILURE TO SAFEGUARD THE CONSTRUCTION WORK, OR ANY OTHER ACT OR OMISSION OF THE DEVELOPER RELATED THERETO, WHICH ACCRUE PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS BY THE CITY, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

L. AMENDMENTS

This Agreement may be changed or modified only with the written consent of both the DEVELOPER and the city council of the CITY.

M. ASSESSMENT

In the event the DEVELOPER fails to comply with any of the provisions of this Agreement, the CITY shall be authorized to cease issuance of any further certificates of occupancy or building permits in the Addition, and the CITY shall be further authorized to file this Agreement in the Mechanic's Lien/Deed Records of Tarrant County as a mechanic's lien against the property in the Addition; and in the alternative, the CITY shall be authorized to levy an assessment against the

property in the Addition for public improvements in accordance with applicable state law.

N. CONTINUITY

This Agreement shall be a covenant running with the land and shall be binding upon the DEVELOPER, its successors, heirs, assigns, grantees, trustees and/or representatives.

O. SEVERABILITY

The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal or unenforceable provision shall be rewritten by the parties to this Agreement to accomplish the parties' original intent as nearly as possible.

P. DEFAULT

1. If DEVELOPER has not commenced construction within one (1) year after the execution of this Agreement, or completed construction within two (2) years from the commencement date, this Agreement shall terminate; provided however that the City may extend the term of the Agreement pursuant to Section H.1. hereof.
2. If DEVELOPER should breach any provisions of this Agreement, or commences any proceeding, voluntary or involuntary, or that any proceeding has been commenced against the Developer involving bankruptcy, insolvency, reorganization, liquidated or dissolution of the Developer or that any receiver has been appointed for the benefit of creditor, a breach of this Agreement shall be deemed to have occurred. In such event, City shall give Developer notice of the breach and the action necessary to cure the breach and the date by which the breach must be cured. Notice shall be sent to the Developer at the address listed in the signature line below. If Developer shall not cure the breach within the time specified, the City may, (i) terminate the Agreement and draw down on the bonds, (ii) cease issuance of any further certificates of occupancy or building permits on property owned by Developer, and (iii) file this instrument in the Mechanic's Lien records of the County as a Mechanic's lien against Developer's property; further, City shall be authorized to levy an assessment against Developer's property for public improvements in accordance with applicable state law. In addition, City shall have all remedies available by law.

Q. TERMINATION AND RELEASE

Upon the satisfactory completion by the DEVELOPER and final acceptance by the CITY of all requirements of this Agreement, this Agreement shall terminate and if this Agreement has been filed in the county records, the CITY will execute a release of covenant to the DEVELOPER, its assigns, successors, grantees, trustees and/or representatives and the CITY shall file said release in the county records; provided, however, the City's maintenance obligations with respect to the improvements

described in this Agreement shall continue regardless of any termination or release of this Agreement.

R. OTHER CONDITIONS

- 1. SIDEWALKS. Sidewalks shall be fully constructed and installed in accordance with the City’s subdivision ordinance and other development standards and requirements.
- 2. The Developer shall deposit with the City the amount of three percent (3%) of the estimated contract price of the improvements to cover the City’s costs to inspect the improvements. Estimated costs for the public improvements are shown on Exhibit “C” attached hereto. The actual fees due to the City shall be based on reconciled final contract prices.

In Witness whereof, each of the parties hereto has caused this Agreement to be executed by its undersigned duly authorized representative as of the date herein above first mentioned.

B.N. Development Company, INC.
2525 Ridgmar Blvd., Suite 440
Ft. Worth, Texas 76116
(817) 236-6100

By: _____
[name of signatory]

CITY OF CROWLEY

By: _____
Billy Davis, Mayor

ATTEST:

By: _____
Carol Konhauser, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she is the _____ of _____ and that he/she executed the same on behalf of _____ for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Type of Print Notary's Name

My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Crowley, Texas, and that he executed the same on behalf of the City for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Type of Print Notary's Name

My Commission Expires:

EXHIBIT "A"
PROPERTY DESCRIPTION

Plat Approved on 10/26/2020

LEGAL DESCRIPTION:

STATE OF TEXAS:

COUNTY OF TARRANT:

WHEREAS, B.N. DEVELOPMENT COMPANY, INC. is the owner of a tract of land situated in the H. Lane Survey, Abstract No. 927 and the H. Walker Survey, Abstract No. 1622, City of Crowley, Tarrant County, Texas, being a portion

of that called 209.435 acre tract of land as described in deeds to B.N. Development Company, Inc., recorded in D201315599 & D206387270, Official Public Records, Tarrant County (OPRTCT) and a portion of that called 742.636

acre tract of land as described in deeds to B.N. Development Company, Inc., recorded in D201315600 & D206387271,

OPRTCT, and being more particularly described as follows:

BEGINNING at 1/2" rebar capped Landes & Assoc found in the east line of North Crowley Road (F.M. 731 - variable

width R.O.W.) at the northwest corner of Lot 1, Block 1, H.F. Stevens Addition, an addition to the City of Crowley, Tarrant County, Texas as recorded in Cabinet A, Slide 1601, Plat Records, Tarrant County, Texas, said point lying the

west line of said called 209.435 acre tract;

THENCE North 00 degrees 11 minutes 13 seconds West, along the east line of said North Crowley Road and the west

line of said called 209.435 acre tract, a distance of 315.00 feet to a 1/2" capped rebar capped Goodwin & Marshall set

(hereafter referred to as 1/2" rebar capped set) at the most westerly northwest corner of the herein described tract of

land, from which the southwest corner of F.M. 731 Parcel II as described in deed to the State of Texas, recorded in Volume 9620, Page 412, Deed Records, Tarrant County, Texas (DRTCT) bears North 00 degrees 11 minutes 13 seconds

West, 573.69 feet;

THENCE departing the east line of said North Crowley Road, across said called 209.435 acre tract and said called 742.636 acre tract, as follows:

North 89 degrees 48 minutes 26 seconds East, a distance of 449.97 feet to a 1/2" rebar capped set;

North 00 degrees 11 minutes 34 seconds West, a distance of 612.27 feet to a 1/2" rebar capped set;

South 89 degrees 55 minutes 49 seconds East, a distance of 143.27 feet to a 1/2" rebar capped set;

South 80 degrees 09 minutes 49 seconds East, a distance of 314.71 feet to a 1/2" rebar capped set;

South 36 degrees 19 minutes 54 seconds East, a distance of 273.93 feet to a 1/2" rebar capped set;

North 63 degrees 48 minutes 24 seconds East, a distance of 405.31 feet to a 1/2" rebar capped set;

South 41 degrees 49 minutes 47 seconds East, a distance of 168.08 feet to a 1/2" rebar capped set;

South 65 degrees 50 minutes 05 seconds East, a distance of 141.47 feet to a 1/2" rebar capped set;

North 75 degrees 05 minutes 07 seconds East, a distance of 251.24 feet to a 1/2" rebar capped set;

South 39 degrees 36 minutes 24 seconds East, a distance of 170.75 feet to a 1/2" rebar capped set;

South 83 degrees 49 minutes 04 seconds East, a distance of 226.96 feet to a 1/2" rebar capped set;

North 75 degrees 02 minutes 41 seconds East, a distance of 271.06 feet to a 1/2" rebar capped set;

South 24 degrees 47 minutes 51 seconds East, a distance of 146.25 feet to a 1/2" rebar capped set;

South 13 degrees 32 minutes 13 seconds West, a distance of 222.18 feet to a 1/2" rebar capped set;

South 54 degrees 05 minutes 48 seconds East, a distance of 320.27 feet to a 1/2" rebar capped set;

South 81 degrees 58 minutes 06 seconds East, a distance of 433.23 feet to a 1/2" rebar capped set;

South 08 degrees 28 minutes 42 seconds East, a distance of 314.18 feet to a 1/2" rebar capped set;

South 45 degrees 53 minutes 47 seconds East, a distance of 785.02 feet to a 1/2" rebar capped set;
North 61 degrees 02 minutes 23 seconds East, a distance of 238.32 feet to a 1/2" rebar capped set;
South 04 degrees 47 minutes 22 seconds East, a distance of 400.36 feet to a 1/2" rebar capped set in the south line of said called 742.636 acre tract and the north line of a tract of land as described in deed to Texas Electric Service Company (hereafter referred to as TESCO), recorded in Volume 3541, Page 516, DRTCT, from which a 6" wood fence corner post found at the most southerly southeast corner of said called 742.636 acre tract and the northeast corner of a tract of land as described in deed to TESCO, recorded in Volume 3548, Page 12, DRTCT bears North 89 degrees 41 minutes 32 seconds East, 1747.38 feet;
THENCE South 89 degrees 41 minutes 32 seconds West, along the south line of said called 742.636 acre tract and the north line of said TESCO tract recorded in Volume 3541, Page 516, DRTCT, a distance of 111.55 feet to a 1/2" rebar capped set at an angle point in the south line of said called 742.636 acre tract, being the most easterly corner of a tract of land as described in deed to TESCO, recorded in Volume 3529, Page 464, DRTCT, from which a 3/4" rebar found at the southwest corner of said TESCO tract recorded in Volume 3529, Page 464, DRTCT bears South 89 degrees 41 minutes 32 seconds West, 1331.90 feet, and a 1/2" rebar found at the southwest corner of a tract of land as described in deed to TESCO, recorded in Volume 3539, Page 342, DRTCT bears South 89 degrees 41 minutes 32 seconds West, 3941.23 feet;
THENCE North 85 degrees 30 minutes 15 seconds West, along the south line of said called 742.636 acre tract, the south line of said called 209.435 acre tract, the north line of said TESCO tract recorded in Volume 3529, Page 464, DRTCT, and the north line of said TESCO tract recorded in Volume 3539, Page 342, DRTCT, at a distance of 1.8 feet passing a disturbed 1/2" rebar found, continuing a total distance of 2,584.88 feet to a point for corner in the east line of said Lot 1, Block 1, H.F. Stevens Addition, from which a TESCO monument found at the southwest corner of said addition and the northwest corner of said TESCO tract recorded in Volume 3539, Page 342, DRTCT bears North 85 degrees 30 minutes 15 seconds West, 1369.41 feet (plat 1369.57 feet) and a 1/2" rebar capped Landes & Assoc found bears South 00 degrees 11 minutes 06 seconds East, 0.32 feet;
THENCE North 00 degrees 11 minutes 06 seconds West, along the east line of said Lot 1, Block 1, H.F. Stevens Addition, a distance of 911.82 feet (plat 911.75 feet) to a 5/8" rebar capped AW 4186 found at the northeast corner of said addition;
THENCE South 89 degrees 48 minutes 26 seconds West, along the north line of said Lot 1, Block 1, H.F. Stevens Addition, a distance of 1,364.84 feet (plat 1365.00 feet) to the POINT OF BEGINNING and containing 3,944,399 square feet or 90.551 acres of land.

EXHIBIT "B"
DESCRIPTION OF IMPROVEMENTS

On-Site Improvements subject to this agreement are as shown in the Plans for the Construction of Water, Sewer, Grading, Paving, Drainage, and Street Light Improvements to serve the Hunter's Ridge Addition Phase 1 dated 9/17/2020 by Brent Caldwell, P.E., Goodwin and Marshall, Inc., as approved by the City Engineer dated 10/1/2020.

Off-Site Improvements subject to this Agreement are as shown in the plans for the construction of Off-Site Improvements dates 9/17/2020 by Brent Caldwell, P.E. of Goodwin and Marshall, Inc., as approved by the City engineer dated 10/1/2020.

EXHIBIT "C"
DESCRIPTION OF ESTIMATED COSTS

The estimated Construction Cost and Community Facilities Fee is as follows:

Onsite:

- 1. Water lines and appurtenances \$ _____
- 2. Sewer lines and appurtenances \$ _____
- 3. Streets, street signs, lighting..... \$ _____
- 4. Storm drainage systems \$ _____

Total Estimated Construction Cost \$ _____

Total Estimated Construction Inspection Fees (3%) \$ _____

Offsite:

- 1. Water..... \$ _____
- 2. Sewer..... \$ _____
- 3. Streets..... \$ _____
- 4. Storm Drains.....\$ _____
- 5. Retaining Walls.....\$ _____

Note: Actual Construction Inspection Fees to be reconciled upon construction contract completion and may result in additional fees due to City or refund to Developer.

ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPER'S AGREEMENT (this "Assignment") is entered into effective as of _____, 20____ (the "Effective Date") by and between B.N. Development Company, Inc. ("Assignor"), and Bloomfield Homes, L.P., a Texas limited Partnership, By: Bloomfield Properties, Inc., a Texas corporation ("Assignee").

WHEREAS, Assignor and the City of Crowley, Texas, a home rule municipality located in Tarrant and Johnson Counties, Texas (the "City") have entered into that certain Developer's Agreement for the Hunters Ridge Addition, Phase 1, in the City of Crowley, Texas, effective _____, 2020, attached hereto as Exhibit "A", to be recorded in the Real Property Records of Tarrant County (the "Developer's Agreement"); and

WHEREAS, Assignor now desires to assign to Assignee all of Assignor's obligations, rights, duties, title and interest in and to the Developer's Agreement, and Assignee desires to accept such assignment and assume all of Assignor's obligations, rights, duties, title and interest in and to the Developer's Agreement.

NOW, THEREFORE, for and in consideration of the premises, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree and acknowledge as follows:

1. Assignment and Assumption. Assignor hereby conveys, transfers and assigns to Assignee all of Assignor's obligations, duties, rights, title and interest in and to the Developer's Agreement. Assignee hereby assumes all of Assignor's obligations, duties, rights, title and interest in and to the Developer's Agreement, and agrees to be bound by the terms of the Developer's Agreement

2. Representations. Assignor further represents that its interests under the Developer's Agreement have not been previously assigned, sublet, transferred, hypothecated, or otherwise disposed of.

3. City Consent. By execution hereof, the City hereby provides written consent to this Assignment, pursuant to Section H.8 of the Developer's Agreement. Assignor hereby agrees to provide an executed copy of this Assignment to Assignee and the City within fifteen (15) days after execution hereof.

4. Notice. Any notice required to be given relating to the Developer's Agreement shall be given as follows:

Assignor: B.N. Development Company, Inc.
2525 Ridgmar Blvd., Suite 440
Fort Worth, Texas 76116

Assignee: Bloomfield Homes, L.P.
a Texas limited Partnership
By: Bloomfield Properties, Inc.
a Texas corporation

City: City of Crowley, Texas
Attn: City Manager
201 E. Main
Crowley, Texas 76036

5. Counterparts. This Assignment may be executed in counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

6. Binding Effect. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

B.N. Development Company, Inc.

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of B.N. Development Company, Inc., and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

ASSIGNEE:

Bloomfield Homes, L.P.
a Texas limited Partnership
By: Bloomfield Properties, Inc.
a Texas corporation, General Partner

By: _____
Name: Don Dykstra
Title: President

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of Bloomfield Homes, _____, and that he/she is authorized by said entity to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

The City hereby consents to the foregoing Assignment this ___ day of _____, 20__.

CITY OF CROWLEY, TEXAS:

Billy P. Davis, Mayor

ATTEST:

Carol C. Konhauser, City Secretary

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority in and for Tarrant County, Texas, on this day personally appeared Billy P. Davis, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Mayor of the City of Crowley, and that he is authorized to execute the foregoing instrument as the act of such City for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT “A”
DEVELOPER’S AGREEMENT

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hool



N Crowley Rd



Byrd Autos

Odell Ln.

