

Date Received: Mar 17, 2020

City Secretary

Time Received: 3:38 PM

Number: 53666

FUTURE IMPROVEMENTS AGREEMENT
FOR
INFRASTRUCTURE IMPROVEMENTS

NORTH QUARTER 35

WHEREAS, the City of Fort Worth (“City”) has entered into that certain Community Facilities Agreement (CFA19-0157) (“CFA”) with FW I-35 Logistics Center, LLC (“Developer”); and

WHEREAS, the CFA includes Developer’s proportionate share of the construction of Paving and Storm Drain Improvements, a portion of which is within both Golden Triangle and I- 35W, as shown on **Exhibit A**; and

WHEREAS, in lieu of the Developer, pursuant to the CFA, constructing those certain improvements for North Quarter 35 Paving and Storm Drain improvements within Golden Triangle Blvd and I-35W, as shown on **Exhibit B** (the “Improvements”), City will instead construct the Improvements as part of Future Improvement North Quarter 35 work (“Work”), with Developer contributing to the City those funds it would have spent to construct the Improvements and the City performing the Work at a later time; and

WHEREAS, Developer desires to provide to the City funds in the amount of \$353,801.00 (“Developer Funds”) for the City to construct the Improvements as part of the Work; and

WHEREAS, the City agrees to accept the Developer Funds in full satisfaction of Developer’s obligation under the CFA to construct the Improvements, and the City agrees to construct the Improvements subject to the terms of this Agreement; and

WHEREAS, the determination of the amount of Developer’s Funds is not an assessment pursuant to Chapter 313 of the Texas Transportation Code.

CITY OF FORT WORTH

DEVELOPER:

FW I-35 Logistics Center LLC

By: M2G I-35 Logistics Center GP, LLC
Its Managing Member

Jesus J. Chapa

Jesus J. Chapa (Mar 17, 2020)

Jesus J. Chapa
Assistant City Manager
City Manager's Office

Date: Mar 17, 2020

Susan Gruppi

Susan Gruppi
Manager

Date: Mar 11, 2020

CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and report requirements.

Janie Scarlett Morales

Janie Scarlett Morales (Mar 11, 2020)

Janie Scarlett Morales
Development Manager
Development Services Department

Date: Mar 11, 2020

APPROVED AS TO FORM & LEGALITY:

ATTEST:

DBlack

DBlack (Mar 17, 2020)

Douglas Black
Sr. Assistant City Attorney
City Attorney's Office

M&C No. _____

Form 1295: _____

Date: Mar 17, 2020

Mary J. Kayser

Mary J. Kayser (Mar 17, 2020)

Mary Kayser/Ronald Gonzales
City Secretary/Asst. City Secretary
City Secretary's Office

Date: Mar 17, 2020

EXHIBIT A: Location Map

EXHIBIT B: Improvements

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NORTH QUARTER 35

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WHEREAS, the CFA includes Developer’s proportionate share of the construction of Paving and Storm Drain Improvements, a portion of which is within both Golden Triangle and I- 35W, as shown on **Exhibit A**; and

WHEREAS, in lieu of the Developer, pursuant to the CFA, constructing those certain improvements for North Quarter 35 Paving and Storm Drain improvements within Golden Triangle Blvd and I-35W, as shown on **Exhibit B** (the “Improvements”), City will instead construct the Improvements as part of Future Improvement North Quarter 35 work (“Work”), with Developer contributing to the City those funds it would have spent to construct the Improvements and the City performing the Work at a later time; and

WHEREAS, Developer desires to provide to the City funds in the amount of \$353,801.00 (“Developer Funds”) for the City to construct the Improvements as part of the Work; and

WHEREAS, the City agrees to accept the Developer Funds in full satisfaction of Developer’s obligation under the CFA to construct the Improvements, and the City agrees to construct the Improvements subject to the terms of this Agreement; and

WHEREAS, the determination of the amount of Developer’s Funds is not an assessment pursuant to Chapter 313 of the Texas Transportation Code.

NOW THEREFORE, in consideration of the above recitals, incorporated herein for all purposes, City and Developer, acting by and through their duly authorized representatives, do hereby agree as follows:

1.

The City may construct (or cause to be constructed) the Improvements at a time convenient to the City provided that adequate public funds, including the Developer Funds, for construction of the Improvement are secured.

2.

Concurrently herewith, Developer has paid to the City the amount of \$353,801.00, and Developer and City agree, that such Developer Funds are the entire amount of Developer's contribution for the cost to construct the Improvements.

By accepting the Developer Funds and by execution of this Agreement, City agrees that the Developer will have no further obligation to pay any amounts in addition to the Developer Funds or take any further action with regard to the construction of the Improvements, even if (a) the actual costs to construct the Improvements exceed the costs expected by the City as of the date of this Agreement, (b) the specifications, composition, or other characteristics of the Improvements hereafter change for any reason, (c) a mistake has been made (mutual or unilateral) in computing the costs of the Improvements or otherwise, or (d) the costs or scope of the Improvements change for any reason.

3.

This Agreement shall be binding upon and inure to the benefit of the City and Developer and their respective successors and assigns. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties hereto, and may not be amended except by a writing signed by all parties and dated subsequent to the date hereof.

4.

The City will use its best reasonable efforts to construct the Improvements without undue delay, but City's construction will be subject to City securing the additional funding which may be necessary to fully construct the Work.

Executed by each party's duly designated and authorized representative; effective as of the date subscribed by the City's designated Assistant City Manager.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

CITY OF FORT WORTH

DEVELOPER:

FW I-35 Logistics Center LLC

By: M2G I-35 Logistics Center GP, LLC
Its Managing Member

Jesus J. Chapa

Jesus J. Chapa (Mar 17, 2020)

Jesus J. Chapa
Assistant City Manager
City Manager's Office

Date: Mar 17, 2020

Susan Gruppi

Susan Gruppi
Manager

Date: Mar 11, 2020

CONTRACT COMPLIANCE MANAGER:

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and report requirements.

Janie Scarlett Morales

Janie Scarlett Morales (Mar 11, 2020)

Janie Scarlett Morales
Development Manager
Development Services Department

Date: Mar 11, 2020

APPROVED AS TO FORM & LEGALITY:

ATTEST:

DBlack
DBlack (Mar 17, 2020)

Douglas Black
Sr. Assistant City Attorney
City Attorney's Office

M&C No. _____

Form 1295: _____

Date: Mar 17, 2020

Mary J. Kayser

Mary J. Kayser (Mar 17, 2020)

Mary Kayser/Ronald Gonzales
City Secretary/Asst. City Secretary
City Secretary's Office

Date: Mar 17, 2020

The following attachments are incorporated into this Agreement. To the extent a conflict exists between the main body of this Agreement and the following attachments, the language in the main body of this Agreement shall be controlling.

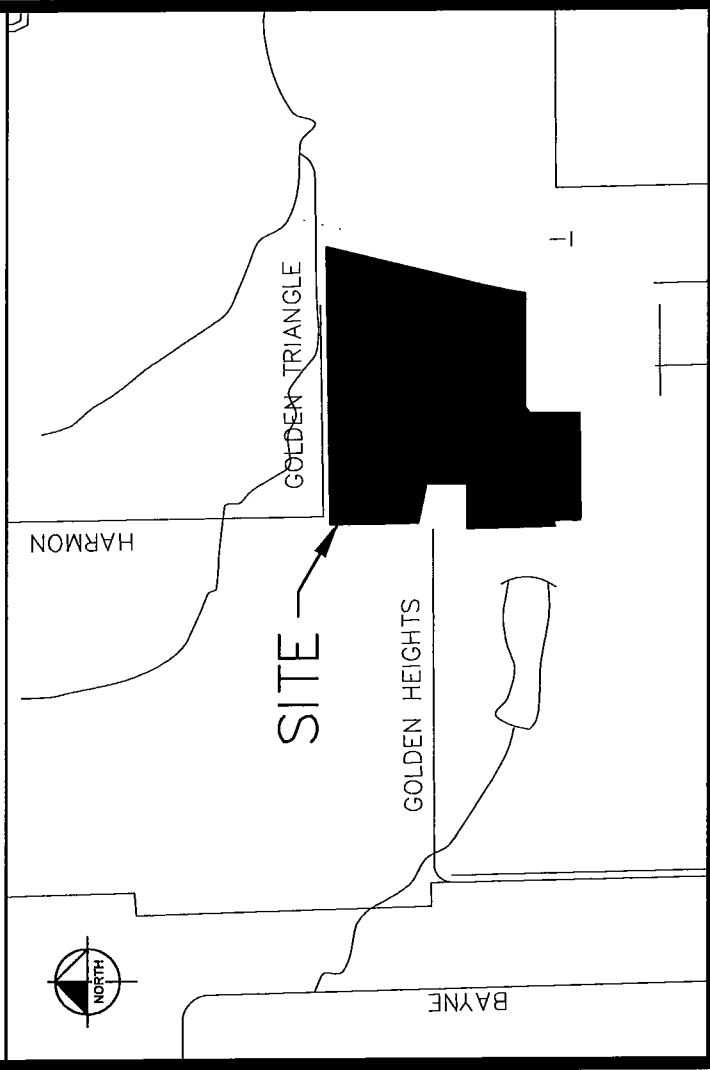
<u>Included</u>	<u>Attachment</u>
<input checked="" type="checkbox"/>	Exhibit A: Location Map
<input checked="" type="checkbox"/>	Exhibit B: Improvements

(Reminder of Page Intentionally Left Blank)

EXHIBIT A: Location Map

VICINITY MAP

N.T.S.



VICINITY MAP

MAPSCO No. 021P

COUNCIL DISTRICT: 7

OWNER/DEVELOPER:

FW I-35 LOGISTICS, LLC

2625 WHITMORE STREET, SUITE 101

FORT WORTH, TEXAS 76107

CONTACT: SUSAN GRUPPI

PHONE: (817) 994-9567

EMAIL: SGRUPPI@M2GVENTURES.COM

NORTH QUARTER 35:

Golden Triangle Boulevard

Fort Worth, Texas

Kimley»Horn

801 Cherry St. Unit 11, Suite 1300

Fort Worth, Texas 76102

Phone: (817) 339 - 2294

State of Texas Registration No. F-928

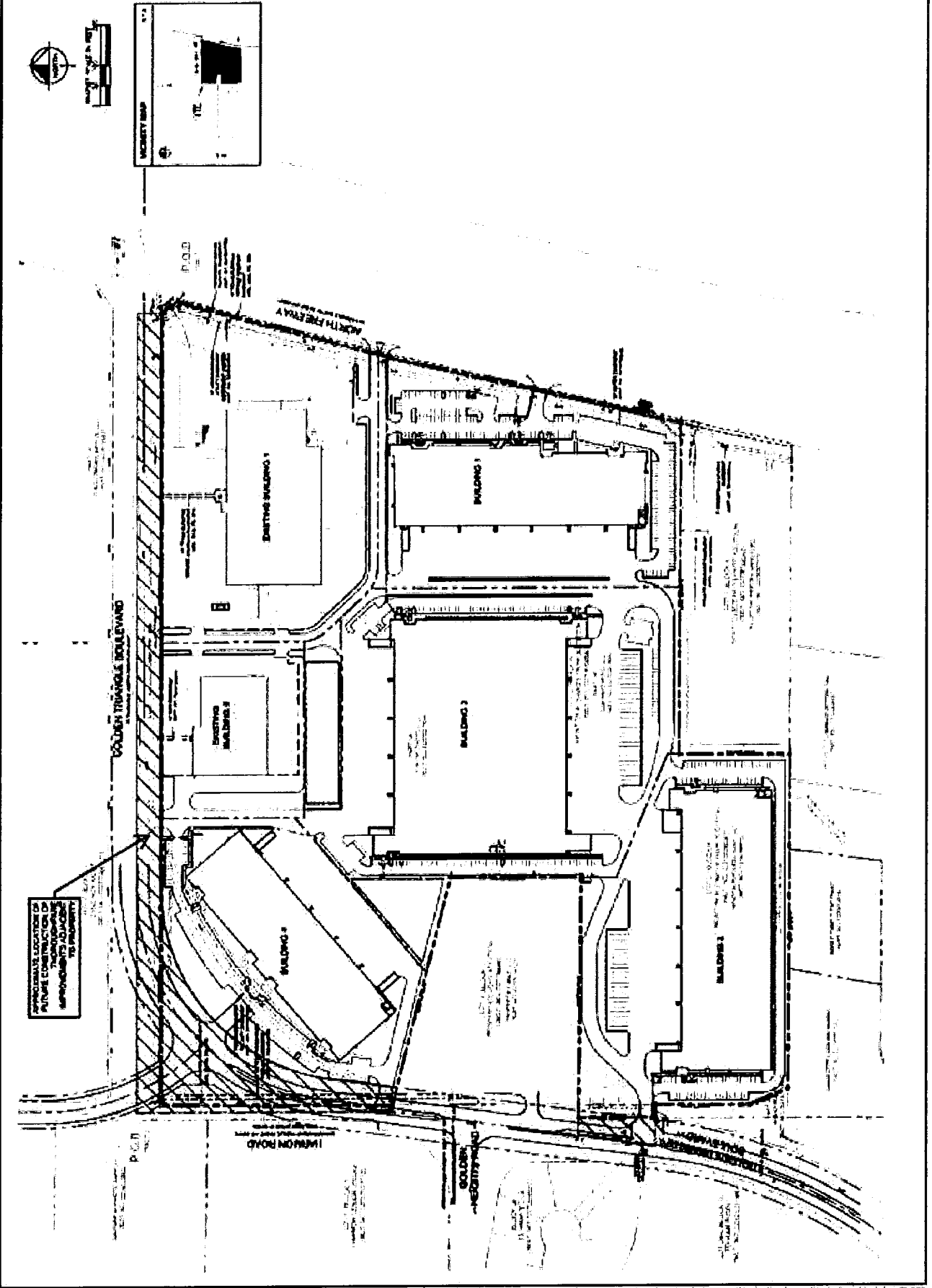
EXHIBIT B: Improvements

**FUTURE
IMPROVEMENT
AGREEMENT
EXHIBIT**

NORTH QUARTER 35
CITY OF FORT WORTH
TARRANT COUNTY TEXAS

Kimley-Horn
A Division of Kimley-Horn and Associates, Inc.
1100 North East Street
Fort Worth, Texas 76102
Tel: 817.635.1200
Fax: 817.635.1201
www.kimley-horn.com

NO. _____	DATE _____
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APPROXIMATE LOCATION OF FUTURE CONSTRUCTION OF IMPROVEMENTS TO PROPERTY

