

**DEVELOPER FUNDING  
AGREEMENT FOR  
PRELIMINARY ENGINEERING SERVICES  
REGARDING  
PROPOSED AT-GRADE CROSSING  
OF  
UPRR-FWWR AT ALTAMESA BOULEVARD**

THIS AGREEMENT is by and between Holt Lunsford Commercial, Inc. a Texas corporation, hereinafter referred to as "Developer", and the City of Fort Worth, hereinafter referred to as "City".

WHEREAS, Developer, is the owner of land bordered by railroad tracks to the southwest and Wichita Street to the East within the City of Fort Worth, Tarrant County Texas as more fully depicted on Exhibit A attached hereto (the "Property") and through which future Altamesa Boulevard has been identified on the City's Master Thoroughfare Plan; and

WHEREAS, in order to serve the Property, Developer desires installation of an at-grade crossing ("Crossing") of the railroad tracks to accommodate the proposed Altamesa Boulevard extension between Oak Grove Road and Wichita Street as shown in Exhibit B; and

WHEREAS, Developer requests that the City coordinate with the Union Pacific Railroad ("UPRR"), owner of the railroad tracks, and Fort Worth and Western Railroad ("FWWR"), lessee to UPRR, to conduct a feasibility review including preliminary engineering services such as diagnostic review, preliminary design review and appropriate at-grade implementation measures for the Crossing; and

WHEREAS, UPRR/FWWR requires execution of a Preliminary Engineering Agreement(s) ("PE Agreement") in the amount of \$40,000 to perform the feasibility review; and

WHEREAS, Developer has agreed to contribute the amount of \$50,000 to cover the PE Agreement cost as well as City staff costs; and

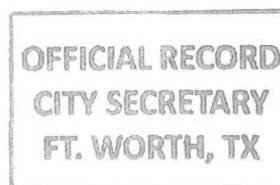
NOW THEREFORE, in consideration of the above recitals and the promises and covenants herein, City and Developer do hereby agree as follows:

1.

Developer will provide to City the amount of \$50,000.00 for the feasibility review concurrent with Developer's execution and return of this Agreement.

2.

Developer's contribution to the City is only for Developer's obligation for its costs related to the feasibility review. If the Crossing is deemed feasible by the UPRR-FWWR, Developer and City will enter into a separate agreement for contribution of design and construction-related costs.



3.

City will use its best reasonable efforts to perform this Agreement without undue delay.

4.

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.

If Developer or any subsequent owner transfers the Property or any portion thereof prior to the performance of all obligations of the Developer or City hereunder, Developer or such transferring owner shall obtain an agreement from the transferee assuming the obligations of the transferring owner under this Agreement performable from and after the date of transfer. From and after the date of such transfer, the transferee shall be solely obligated under this Agreement, and the transferring owner shall have no further obligations under this Agreement, with respect to the Property or portion thereof transferred.

5.

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other Party, its agents, employees, servants or representatives, (2) delivered by electronic means with confirmation of the transmission, or (3) received by the other Party by United States Mail, registered, return, receipt requested, addressed as follows:

City of Fort Worth  
Attn: William Johnson, Assistant City Manager  
200 Texas Street  
Fort Worth, TX 76102-6311  
Email: [william.johnson@fortworthtexas.gov](mailto:william.johnson@fortworthtexas.gov)

PR III/HLCI Wichita Street LP  
Attn: Jim Brice  
5950 Berkshire Lane, Suite 900  
Dallas, TX 75225  
Email: [jbrice@holtlunsford.com](mailto:jbrice@holtlunsford.com)

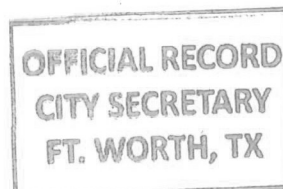
With Copy to the City Attorney.

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

**CITY OF FORT WORTH, TEXAS:**

By: William Johnson

William Johnson  
Assistant City Manager



Date: 11/29/2022

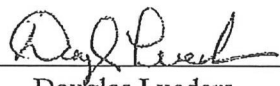
**PR III/HLCI WICHITA STREET LP,**  
a Delaware limited partnership

By: PR III/HLCI Wichita Street GP LLC,  
a Delaware limited liability company,  
its sole general partner

By: PR III/HLCI Wichita Street Holdings LP,  
a Delaware limited partnership,  
its sole member and manager

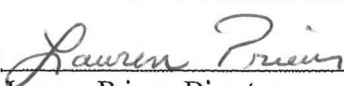
By: HLCI Wichita Partners, L.P.,  
a Texas limited partnership,  
its authorized limited partner

By: Wichita Partners GP Series,  
a series of HLCI Investments Series II, LLC,  
a Texas series limited liability company,  
its General Partner


By:   
Name: Douglas Lueders  
TITLE: Authorized Signatory

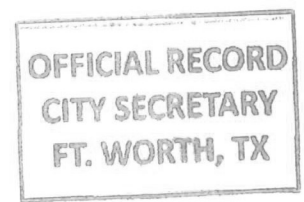
Date: 11/15/22

**APPROVAL RECOMMENDED:**

By:   
Lauren Prieur, Director  
Transportation and Public Works

**APPROVED AS TO FORM AND LEGALITY:**

By:   
Douglas W. Black  
Senior Assistant City Attorney



**CONTRACT AUTHORIZATION**

M&C: N/A

ATTEST:

By: Jannette S. Goodall  
Jannette S. Goodall  
City Secretary



**CONTRACT COMPLIANCE MANAGER:**

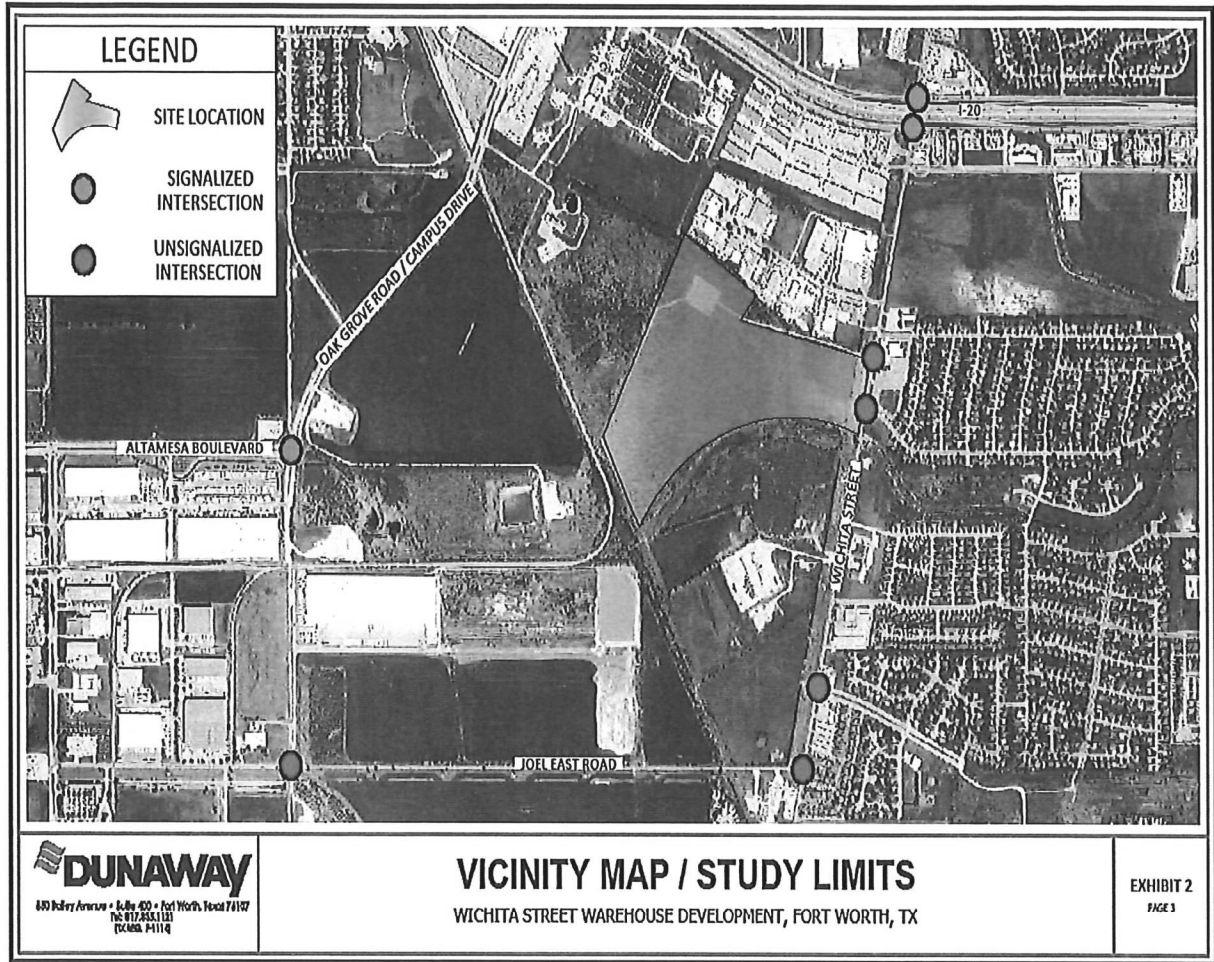
By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

*Mike Landvik*

By: \_\_\_\_\_  
Mike Landvik  
Transportation Planning Manager

OFFICIAL RECORD  
CITY SECRETARY  
FT. WORTH, TX

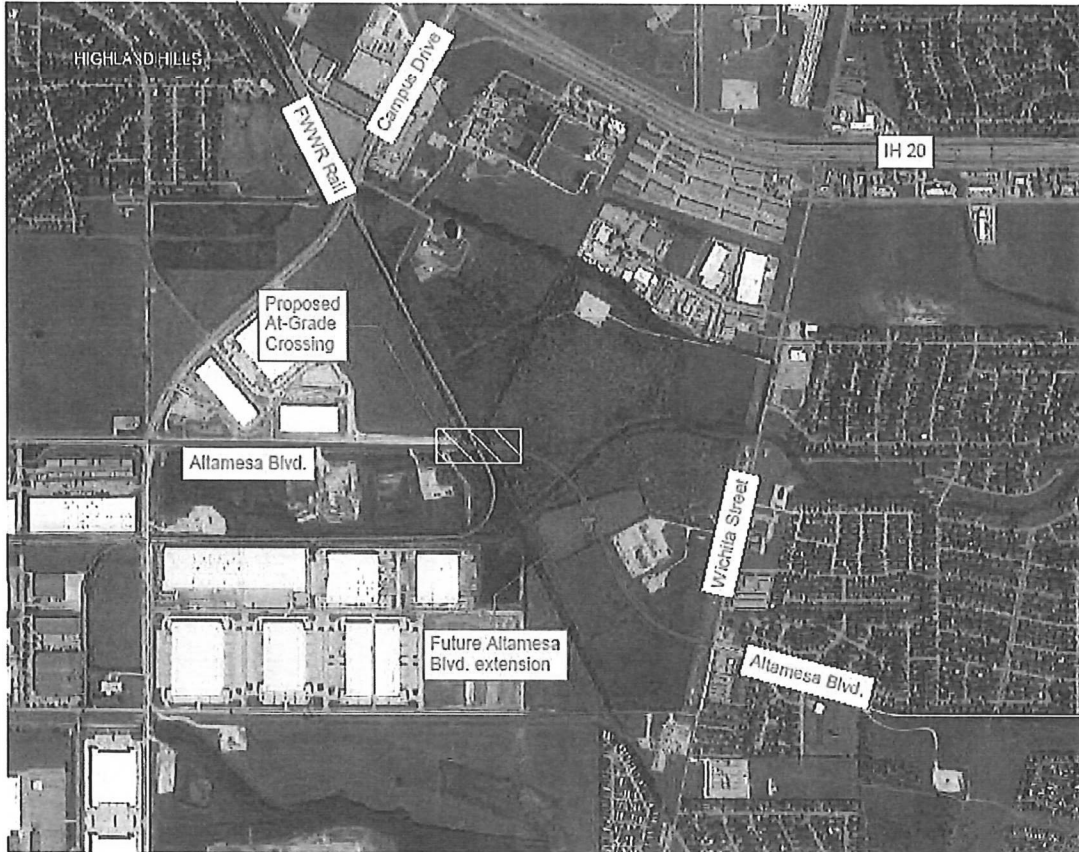
EXHIBIT "A"



LEGAL DESCRIPTION

a 83.585 acre addition to the City of Fort Worth, Tarrant County, Texas, situated in Blocks 13, 14 and 15, Shelby County Land Survey, Abstract No. 1375

**EXHIBIT "B"**





**Routing and Transmittal Slip**  
TPW – Mobility /Railroad  
Department

DOCUMENT TITLE: Developer Funding Agreement for PE Agreements Services

M&C \_\_\_\_\_ CPN \_\_\_\_\_ CSO # \_\_\_\_\_ DOC# \_\_\_\_\_

DATE: 11-17-2022	INITIAL	DATE OUT
TO:	Please also sign on the Agreement below	
1. Tai Nguyen – TPW Mobility	TN	11-17-22
2. Mike Landvik – TPW Mobility (signature)	Done	
3. Doug Black – Legal (signature)	DB	11/22/22
4. Lauren Prieur – TPW Director (signature)	LP	12/5/22
5. William Johnson – CMO (signature)	WJ	
6. James Goodall – CSO (signature)		

Developer desires installation of a new an at-grade crossing at the proposed Altamesa Blvd and UPRR/FWWR tracks. Developer agrees to contribute \$50,000 to cover both railroad PE agreements and City stall costs for discussion new at- grade crossing option with the railroads.

NEEDS TO BE NOTARIZED:  Yes  No

RUSH:  Yes  No SAME DAY:  Yes  No NEXT DAY:  Yes  No

ROUTING TO CSO:  Yes  No

**Action Required:**

- As Requested
  - For Your Information
  - Signature/Routing and or Recording
  - Comment
  - File
- Attach Signature, Initial and Notary Tabs

Return to: Please call Tai Nguyen at ext. 2359 for pick up when completed. Thank you.

CSD REC'D  
DEC 5 '22 AM 10:25