



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, AUGUST 5, 2025

**WORKSESSION
5:30 PM
EXECUTIVE CONFERENCE ROOM
THIRD FLOOR**

CALL TO ORDER

- WS-1** Presentation of the FY26 Proposed Budget and Tax Rate
- WS-2** Discussion of outdoor residential lighting
- WS-3** Discussion of Capital Improvement Program (CIP) initiatives
- WS-4** Discussion of logo options for water towers
- WS-5** Discussion of the August 5, 2025, City Council regular agenda items

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

**REGULAR MEETING
7:00 P.M.
CITY COUNCIL CHAMBERS**

**INVOCATION: Pastor Blake Jones, Journey Church
PLEDGE OF ALLEGIANCE: City Attorney Sarah Ross**

- 2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5062**
- 3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**
- 4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5063**
 - 4a** Approval of the minutes of the regular City Council meeting of July 15, 2025
 - 4b** Approval of amendments to the City Manager's Employment Agreement
 - 4c** Approval of an amendment to the Professional Services Agreement with Teague Nall & Perkins, Inc., for additional services associated with the Jackson Road Waterline Project, in an amount not to exceed \$48,500, and authorizing the City Manager to execute the amendment
 - 4d** Approval of a Construction Services Agreement with RC Mechanical to replace a rooftop AC unit at the Colleyville Center, in an amount not to exceed \$78,800, and authorizing the City Manager to execute the agreement
 - 4e** Approval of the Purchase and Sale Agreement between NuCiti Capital partners, LLC, and the City, for 22 acres in the Northern Gateway 22, and authorizing the City Manager to execute all documents relative to the sale and closing
 - 4f** Approval and acceptance of the Highway Turnback Program Agreement between the City of Colleyville and the Texas Department of Transportation, and authorizing the City Manager to negotiate and execute the final agreement
 - 4g** Approving an Interlocal Cooperation Agreement between the North Central Texas Council of Governments and the City of Colleyville for traffic signal maintenance
- 5. RESOLUTION(S): READING AND PUBLIC HEARING**
 - 5a Resolution R-25-5064**

A resolution requesting the transfer of certain public roadway described on Exhibit "A" from the Texas Department of Transportation to the City of Colleyville
 - 5b Resolution R-25-5065**

Approving a Landscape Maintenance Agreement with the Texas Department of Transportation, and authorizing the City Manager to execute the agreement

6. ORDINANCE(S): FIRST READING AND PUBLIC HEARING**6a Ordinance O-25-2337**

Consideration of a Special Use Permit for a fence on Lot 24, Block 1, of the Ross Downs Estates, located at 2400 Broadoak Way, Case ZC25-015

7. CITIZEN COMMENTS**8. REPORTS**

Tree Board Minutes - June 8, 2025

Planning and Zoning Commission Minutes - June 9, 2025

Planning and Zoning Commission Worksession Minutes - June 23, 2025

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, AUGUST 5, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5066**10. ADJOURNMENT**

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, August 1, 2025*, by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting. Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1130, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 8/5/2025

Type Worksession

Department Finance

Title

Presentation of the FY26 Proposed Budget and Tax Rate

Explanation

This item provides for Finance Director Cassie Smith to present the FY26 Proposed Budget and Tax Rate.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 8/5/2025

Type Worksession

Department Community Development

Title

Discussion of outdoor residential lighting

Explanation

This item provides for discussion of outdoor residential lighting.

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 8/5/2025

Type Worksession

Department City Manager

Title

Discussion of Capital Improvement Program (CIP) initiatives

Explanation

Staff will present three new CIP funded grant programs for City Council consideration.

Attachments

1. New Grant Programs presentation



New CIP-Funded Grant Programs

August 5, 2025



➤ **3 New Grant Programs Included in the 5-year CIP for Council consideration**

- **Business Christmas Light**
- **Village Commercial Occupancy Incentive**
- **Regional Storm Water Enhancement**

Business Christmas Light

Business Christmas Light Grant



- **2:1 grant up to \$5,000 for businesses to add Christmas lighting along SH26**
- **\$50,000 annual funding, TIF fund**
- **Reviewed and approved through the existing Beautification Committee**
- **The City continues to beautify the SH26 corridor including expansion of Christmas lights and décor during the holiday season. The grant would encourage businesses to partner with the City in this effort.**

BRIGHTEN UP THE BOULEVARD

Christmas Light Matching Grant



The City of Colleyville is offering a new Christmas Light Matching Grant for businesses along Colleyville Boulevard (SH26).

As part of the City's ongoing beautification efforts, this program provides partial funding to help businesses add festive holiday lighting. Let's work together to make SH26 shine bright this season!

 For businesses along Colleyville Blvd (SH26)	 Warm, white lights Focus on rooflines and building outlines Wrapped trees may be eligible	 50% Match! Shopping Centers up to \$5,000 Individual Businesses up to \$2,000	 1. Apply 2. City Approval 3. Install 4. Verification & Grant Reimbursement
---	--	--	--

CV

For more details please scan 

Village Commercial Occupancy Incentive

Village Commercial Occupancy Incentive



- **Rent buy-down incentive for commercial businesses leasing space within the Village**
 - \$25K office, \$50K retail, \$75K restaurant
 - 5-year lease required, paid at occupancy
- **\$75,000 annual funding, TIF fund**
- **Council approval via Executive Session**
- **The Village vacancy rate (33%) is significantly higher than the City overall (7%). The BEST grant (façade improvements) is not applicable in the Village as the architecture is set. The incentive would provide targeted investment to increase occupancy.**



Regional Storm Water Enhancement Grant

Regional Storm Water Enhancement Grant



- **50% grant up to \$25,000 for improvements to creek embankments, blue line streams, and regional drainage channels**
 - **Applicable permits and staff review of plans required**
 - **Reimbursed upon completion of work and inspection by City Engineer**
- **\$150,000 annual funding, Drainage Fund**
- **Reviewed and approved through existing Drainage Committee**
- **95% of creeks, streams, and regional drainage channels are on private property. The property owner or HOA is responsible for maintenance. Due to age of infrastructure, failures are taking place. Embankment erosion has become a challenge for individual property owners.**





New CIP-Funded Grant Programs

August 5, 2025





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-4

Agenda Date 8/5/2025

Type Worksession

Department Engineering

Title

Discussion of logo options for water towers

Explanation

This item provides for discussion of options for the logo to be utilized for the Hall-Johnson and McPherson water towers.

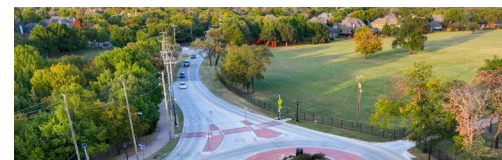
Attachments

1. Water Tower Logo Presentation



Water Tower Rehabilitation Logo Presentation and Discussion

City Council Worksession
August 5, 2025



Water Tower Rehabilitation

- Staff is currently working with a consulting firm for the design of the rehabilitation of the Hall-Johnson and McPherson Water Towers
- The scope of the project includes the exterior painting of both towers
- Staff is seeking council guidance on the selection of the logo to be utilized on the exterior of the towers



Bransford Water Tower, 2020

Water Tower Existing Logos



Staff requested renderings utilizing various combinations of the traditional and “CV” logo

Combinations include the following:

- Traditional Logo
- Traditional Logo with Blue Border
- Colleyville Spelled out with the CV
- Colleyville Spelled out with the CV with Blue Border
- CV Monogram
- CV Monogram with Blue Border



Hall-Johnson Water Tower



McPherson Water Tower

Hall-Johnson Tower Renderings



Hall-Johnson Tower Renderings



Hall-Johnson Tower Renderings



Hall-Johnson Tower Renderings



McPherson Tower Renderings



McPherson Tower Renderings



Questions and Discussion



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-5

Agenda Date 8/5/2025

Type Worksession

Department City Secretary

Title

Discussion of the August 5, 2025, City Council regular agenda items

Explanation

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 8/5/2025

Type Executive Session

Department City Secretary

Title

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

Attachments

RESOLUTION R-25-5062

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF AUGUST 5, 2025**

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 5TH DAY OF AUGUST 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor

RESOLUTION R-25-5063

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF AUGUST 5, 2025

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of July 15, 2025
 - b. Approval of amendments to the City Manager's Employment Agreement
 - c. Approval of an amendment to the Professional Services Agreement with Teague Nall & Perkins, Inc., for additional services associated with the Jackson Road Waterline Project, in an amount not to exceed \$48,500, and authorizing the City Manager to execute the amendment
 - d. Approval of a Construction Services Agreement with RC Mechanical to replace a rooftop AC unit at the Colleyville Center, in an amount not to exceed \$78,800, and authorizing the City Manager to execute the agreement
 - e. Approval of the Purchase and Sale Agreement between NuCiti Capital partners, LLC, and the City, for 22 acres in the Northern Gateway 22, and authoring the City Manager to execute all documents relative to the sale and closing
 - f. Approval and acceptance of the Highway Turnback Program Agreement between the City of Colleyville and the Texas Department of Transportation, and authorizing the City Manager to negotiate and execute the final agreement
 - g. Approving an Interlocal Cooperation Agreement between the North Central Texas Council of Governments and the City of Colleyville for traffic signal maintenance

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 5TH DAY OF AUGUST 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, JULY 15, 2025

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, July 15, 2025, at 5:30 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Finance Director Cassie Smith, Public Works and Parks and Recreation Director Lisa Escobedo, Capital Projects Program Manager Elijah Dorminy, Community Engagement and Economic Development Manager Chelsea Rose, Sales and Hospitality Kristi Isbell, Economic Development Intern Kinsley Karika, City Attorney Whitt Wyatt, and City Secretary Christine Loven.

WS-1 Discussion of the draft FY2026-2030 CIP

Public Works/Parks and Recreation Director Lisa Escobedo presented the proposed Capital Improvement Program (CIP). She reviewed the purpose, benefits, and project selection criteria, and stated the City has an interactive map on the website which provides detailed information regarding each of the current CIP projects. Director Escobedo went on to provide highlights of FY25 projects, the proposed five-year program, and FY26 projects.

Finance Director Cassie Smith reviewed the projected ending fund balances.

Mayor Lindamood noted the awnings for Parks vehicles are necessary and stated for the record the recreation center and vote center projects were not part of the referendum.

City Manager Jerry Ducay stated staff would be providing a presentation to City Council at the next meeting to consider three additional projects for inclusion in the CIP.

WS-2 Economic Development Update

Community Engagement and Economic Development Manager Chelsea Rose, presented on the City's approach to economic development, reviewed demographics, business analytics, sales tax collections, market information and how the data relates to Colleyville. She then reviewed the City's strengths, the current

focus areas being marketed, prospects, and new business openings in this fiscal year. Director Rose reviewed the City owned properties and discussed the possibilities at each location. The City Council thanked Director Rose for her hard work and stated they are happy to assist her always.

WS-3 Discussion of logo options for water towers

Public Works/Parks and Recreation Director Lisa Escobedo presented several options for the logo/message on the Hall-Johnson and McPherson water towers. City Manager Jerry Ducay distributed renderings of potential lettering which he had digitally created.

There were comments on several of the design ideas, font choices, needing to add Colleyville, and which artwork would look best on each tower. Council directed staff to prepare renderings which would include bands above and below the monogram with Colleyville spelled out in a cursive font on the top and bottom, and to bring this item back to Council for further review and selection.

WS-4 Discussion of the July 15, 2025, City Council regular agenda items

There was no discussion of this item.

Mayor Lindamood adjourned the Worksession at 6:23 p.m. and called the Executive Session to order.

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

Section 551.074 - Personnel - deliberate the appointment, employment, evaluation, or duties of the City Manager

Section 551.087 – Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

There was no action taken and Mayor Lindamood adjourned Executive Session at 7:07 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:14 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Brandi Elder, Deputy Mayor Pro Tem Scotty Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

INVOCATION: Pastor Dale Molden, CrossCreek Church

PLEDGE OF ALLEGIANCE: City Attorney Whitt Wyatt

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-25-5058

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and the City Council provided announcements regarding community news and upcoming events.

Mayor Lindamood asked Pastor Molden to come forward and offer a prayer for everyone effected by the recent storms and floods in Kerr County and in memoriam of Tarrant County Commissioner Gary Fickes, retired.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-25-5059

- 4a** Approval of the minutes of the regular City Council meeting of July 1, 2025
- 4b** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of a section of Glade Road as identified in the agreement, and authorizing the City Manager to execute the agreement
- 4c** Approval of the Fiscal Year 2026 Colleyville Crime Control and Prevention District budget

Mayor Lindamood read Resolution R-25-5059 in its entirety.

Public Works and Parks and Recreation Director Lisa Escobedo presented item 4b. Director Escobedo and the City Council thanked Tarrant County for this agreement, noting there is a significant financial advantage to the City.

Police Chief Michael Miller presented item 4c, noting the FY26 budget seeks a full-time Network and Cybersecurity Administrator. Additionally, this budget now provides for a \$50,000 hiring stipend to enhance recruitment.

Mayor Lindamood opened and closed the public hearing without any speakers.

Councilmember Graves made a motion to approve Resolution R-25-5059, seconded by Councilmember Holt Gunderson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

5. ITEMS NOT FOR CITY COUNCIL ACTION

5a Monthly Financial Report - June 2025

Finance Director Cassie Smith presented the monthly financial report, noting this is the last quarter of FY25. As she reviewed property tax collection at 97.9%, she noted all expenditures are also on track and she is not seeing anything concerning.

6. ORDINANCE(S): SECOND READING AND PUBLIC HEARING

6a Ordinance O-25-2334

Consideration of a Special Use Permit for a fence on Lot 3, Block 1, of the McCrady Addition, located at 5820 Bransford Road, Case ZC25-012

Mayor Lindamood read the caption of Ordinance O-25-2334.

Community Development Director Ben Bryner presented the request for a Special Use Permit to allow a fence to extend beyond the front façade of the house. There was general discussion regarding the number of lots within the City which are under 40,000 square foot.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Mayor Pro Tem Elder made a motion to approve Ordinance O-25-2334, seconded by Deputy Mayor Pro Tem Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

6b Ordinance O-25-2335

Consideration of a Special Use Permit for a fence on Lot 8R, Block 3, Oaks of Colleyville Addition, located at 600 Hunter Trail, Case ZC25-013

Mayor Lindamood read the caption of Ordinance O-25-2335.

Community Development Director Ben Bryner presented the request for a Special Use Permit to allow a non-opaque 6-foot wood fence to be built forward of the front façade and be located approximately 8-feet from the front property line.

There was discussion of the fence alignment and the Planning and Zoning Commission recommendation.

The applicant, Colin Cashman, Colleyville, was present and advised City Council he wanted to beautify the neighborhood while replacing the fence, which is five foot in height and matches the connecting fence. City Manager Jerry Ducay asked Mr. Cashman if writing the five-foot height into the ordinance would be a condition he would accept. Mr. Cashman agreed.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Councilmember Graves made a motion to approve Ordinance O-25-2335, with the amendment the fence will be five-foot in height with an open design, seconded by Councilmember Raine.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

6c Ordinance O-25-2336

Consideration of a Special Use Permit for a fence on Lot 35, Block 12, of Ross Downs Estates, located at 6701 Carriage Lane, Case ZC25-014

Mayor Lindamood read the caption of Ordinance O-25-2336.

Community Development Director Ben Bryner presented the request for a Special Use Permit for a 6-foot wood fence to be built within the street side yard setback on the corner lot and to allow for it to be placed approximately 16 feet from the property line. The original wood fence was replaced due to age and condition but is out of compliance as it is greater than 25% opaque construction, and would need to be placed at a 30' street side yard setback to be compliant.

There was general discussion of the fence having been placed in the exact location when replaced, connecting to the existing brick columns.

Mayor Lindamood opened and closed the public hearing without anyone wishing to speak.

Deputy Mayor Pro Tem Richardson made a motion to approve Ordinance O-25-2336, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

7. RESOLUTION(S): READING AND PUBLIC HEARING

7a Resolution R-25-5060

Approval of a resolution suspending the July 31, 2025, effective date of Oncor Electric Delivery Company's requested rate change

Mayor Lindamood read Resolution R-25-5060 in its entirety.

Assistant City Manager Adrienne Lothery stated this resolution will allow the City to suspend an Oncor rate increase and allow the Steering Committee of Cities Served by Oncor, which the City is a member of, to review, negotiate, and make recommendations regarding reasonable rates.

Mayor Lindamood opened and closed the public hearing without any speakers.

Mayor Lindamood made a motion to approve Resolution R-25-5060, seconded by Councilmember Alphonso.

The motion was approved by the following vote:

Ayes: 7 – Mayor Lindamood, Mayor Pro Tem Elder, Deputy Mayor Pro Tem Richardson, and Councilmembers Mark Alphonso, Ben Graves, Kimberly Holt Gunderson, and Tim Raine.

8. CITIZEN COMMENTS

There was no one present wishing to speak.

9. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, JULY 15, 2025 - READING AND PUBLIC HEARING - RESOLUTION R-25-5061

This resolution was not needed.

10. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 8:23 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 5TH DAY OF AUGUST 2025.

Minutes taken and prepared by:

*Christine Loven, TRMC
City Secretary*



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 8/5/2025

Number Resolution R-25-5063

Type Resolution

Department City Secretary

Title

Approval of amendments to the City Manager's Employment Agreement

Explanation

Reading and Public Hearing

This item provides for approval of amendments to the City Manager Employment Agreement. This first amended and restated agreement adjusts compensation, benefit time, and deferred compensation.

Financial Impact

Compensation is provided for in the proposed FY26 budget.

Recommendation

Approve

Attachments



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 8/5/2025

Number Resolution R-25-5063

Type Resolution

Department Engineering

Title

Approval of an amendment to the Professional Services Agreement with Teague Nall & Perkins, Inc., for additional services associated with the Jackson Road Waterline Project, in an amount not to exceed \$48,500, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

This item is for the consideration and approval of an amendment to increase the existing Professional Services Agreement with Teague Nall & Perkins, Inc., by \$48,500, for the purpose of expanding the design scope to replace the existing thin-wall PVC pipe between the existing gate valves on either side of the new Jackson Road Bridge at Little Bear Creek. The additional water line is approximately 800 LF.

On August 16, 2022, the City Council approved Resolution R-22-4758, authorizing a Professional Services Agreement with Teague Nall & Perkins, Inc. for right-of-way and design services of the waterline relocation along Jackson Road related to the bridge replacement project. With the completion of the bridge replacement, modifications are needed to complete the design.

Financial Impact

The Capital Utility Fund is the designated funding source for this project. Prior to this amendment, the City Council authorized a design contract in an amount not to exceed \$121,179. If approved, this would increase the design contract by \$48,500, for a total not to exceed design cost of \$169,679.

Recommendation

Approve

Attachments

1. Contract Amendment 1

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Teague Nall and Perkins, Inc.**, (“Professional”) as of the Effective Date.

WHEREAS, City and Professional previously entered into a Professional Services Agreement effective August 16, 2022, (the “Agreement”); and

WHEREAS, City and Professional now desire to amend the terms of the Agreement in the manner provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Professional agree as follows:

1. Exhibit A of the Agreement (Scope of Services) is hereby amended to incorporate the additional Scope of Services dated May 30, 2025 attached hereto and incorporated herein as Exhibit A to this First Amendment.
2. The total compensation amount stated in Section 6(A) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of One Hundred Sixty-Nine Thousand Six Hundred and Seventy-Nine Dollars (\$169,679.00).
3. Except as provided in Paragraphs 1 and 2 above, the provisions of the Agreement remain in full force and effect without amendment.
4. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Professional (the “Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on _____, 2025.

City of Colleyville, Texas

By: _____
Jerry Duway, City Manager

SIGNED AND AGREED by Professional on _____, 2025.

Teague Nall & Perkins, Inc.

By: _____
Ryan Jones, P.E, Team Leader, Principal

EXHIBIT A
SCOPE OF SERVICES
Revised May 30, 2025

(attached)

Contract Amendment #1

To: Elijah Dorminy – City of Colleyville
From: Ryan Jones, PE
CC: Jonathan Bengfort, PE
Date: May 30, 2025
RE: **Additional Professional Services**
Jackson Road Bridge

Elijah, per your request, we offer this contract amendment for additional services associated with the Jackson Road Bridge project. Below is a description of the additional services requested.

Additional Water Line Design

The City has requested that TNP expand the limits of the design scope to replace the existing thin-wall PVC pipe between the existing gate valves on either side of the new Jackson Road bridge at Little Bear Creek. The length of the additional water line is approximately 800 LF.

The additional effort associated with the additional water line design includes the following:

1. Additional water line design for the new limits of waterline replacement.
2. Final (100%) plans, contract documents, & bid documents for new limits of waterline replacement.
3. Additional utility coordination for new limits of waterline replacement.

Additional Survey

Site conditions have changed substantially since the original topographic survey was conducted. This is a result of TxDOT's bridge replacement project and utility relocations recently completed. Additional survey services are needed to re-survey the original project limits and capture the changes to the terrain, utilities, and other above-ground features. In addition, a topographic survey is needed for the expanded limits of scope to support the waterline replacement.

CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for a portion of Jackson Road in Colleyville, Texas. The survey limits will extend approximately 500 feet each way from the centerline of Bear Creek and will extend to the approximate right-of-way on each side of the road, as directed by Engineer.

The Survey will identify topography (one-foot contours), visible features and above ground improvements including structures, pavement, curbs, fences, trees (6" dbh and larger), sidewalks, landscaped areas, and other pertinent features within the project area as necessary for engineering design.

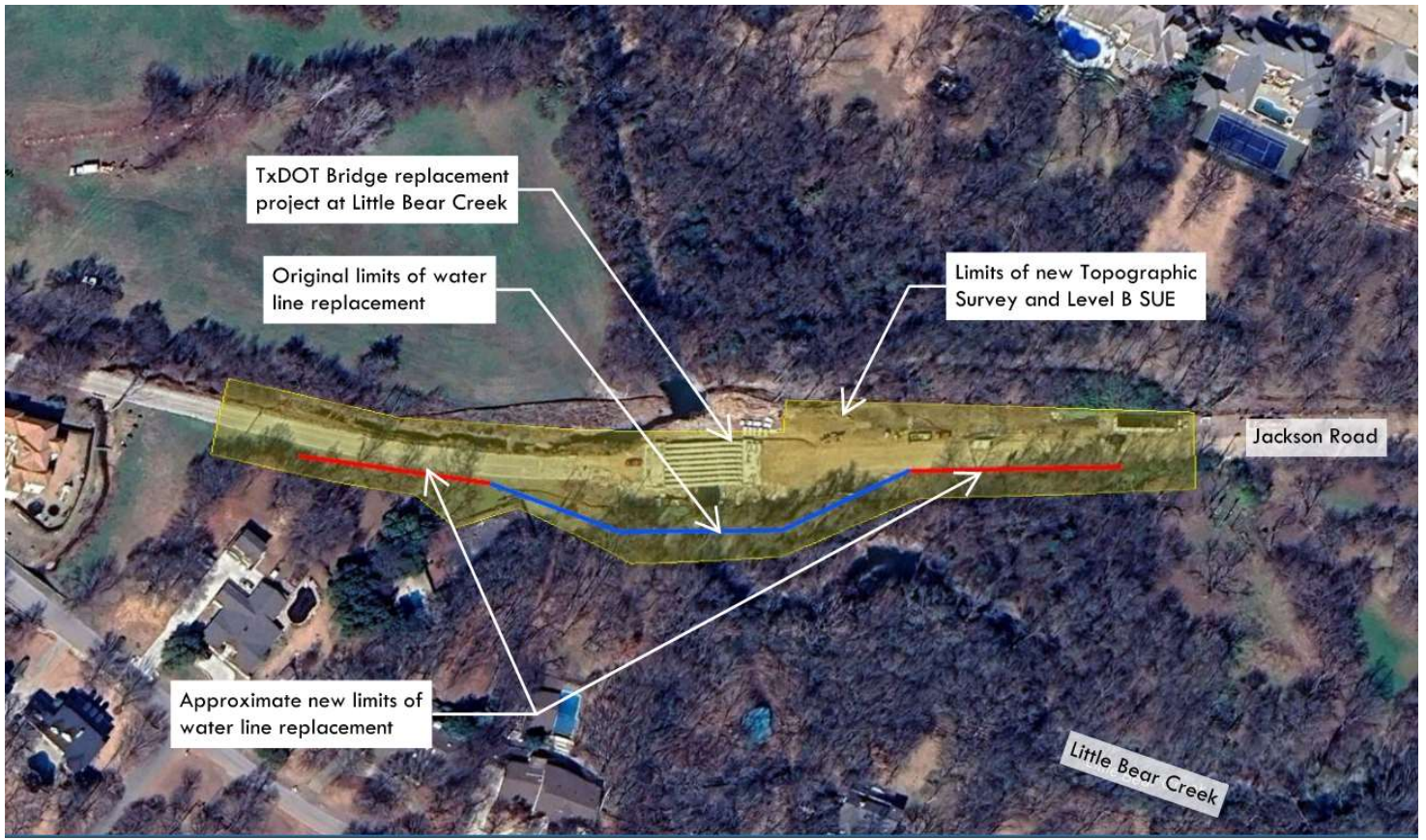
Additional SUE

As previously mentioned, the existing utility locations have changed substantially since the original SUE was conducted. Additional Leve B SUE investigation is needed to determine the new horizontal location of utilities (above & below ground) within the original project limits as well as the expanded limits of scope to support the water line replacement. See project location map.

Two (2) additional Level A test holes will be included for the expanded limits to confirm vertical location of utilities that may cross the waterline. (2 @ \$2,400/EA)

Assumptions

- It is assumed that there will be one Final (100%) review submittal of the plans and contract documents to the City prior to delivery of bid documents.
- No additional boundary survey is anticipated or included in this scope.



Project Location Map

FEE ADJUSTMENT

Based on the additional effort identified above, TNP is requesting a contract fixed fee amendment amount of **\$48,500**:

Additional Water Line Design	\$ 20,000
Additional Survey Services	\$ 8,500
<u>Additional SUE Services</u>	<u>\$ 20,000</u>
Contract Amendment #1	\$ 48,500

The total value of the original contract was \$121,179. The net result of this contract amendment is a total increase of \$48,500, bringing the total contract value to \$169,679.

SCHEDULE

The proposed services shall begin within 15 working days of authorization to proceed. A conceptual project schedule based on the Scope is as follows:

Projected Milestone Schedule		
Project Milestone	Projected Duration (Days) (5 day workweek)	Projected Completion *
Notice to Proceed	n/a	6/20/25
Survey and SUE Complete	20	7/18/25
Final Design (100%) Submittal	20	8/15/25
City Review Complete	10	8/29/25
Bidding & Award	15	9/19/25

***Dates are subject to change based on written notice to proceed and subsequent review cycles.**

Sincerely,

tnp

teague nall & perkins



Ryan Jones, P.E.

Approved by CLIENT:
City of Colleyville

By: _____



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 8/5/2025

Number Resolution R-25-5063

Type Resolution

Department Engineering

Title

Approval of a Construction Services Agreement with RC Mechanical to replace a rooftop AC unit at the Colleyville Center, in an amount not to exceed \$78,800, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

A 25-ton rooftop air conditioning unit experienced mechanical failure at the Colleyville Center. Due to the nature of the failure and the unit being 17 years old, it was not cost-effective to make the repair. RC Mechanical was able to locate a unit from Trane for immediate shipping. The lead time for a factory order is approximately two months, plus shipping time.

Due to the emergency nature of the repair, staff did not submit this item for bid. RC Mechanical has performed HVAC repair and replacement work for the City for over ten years.

Financial Impact

The funding source for this project is the Capital Project Fund

Recommendation

Approve

Attachments

1. Construction Services Agreement

**CONSTRUCTION SERVICES AGREEMENT
COLLEYVILLE CENTER HVAC**

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **RC Mechanical**, a Texas sole proprietorship, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, below; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Contractor agree as follows:

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Colleyville Center HVAC (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until Contractor completes the services required herein to the satisfaction of City and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

(a) Performance of Services. To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third-party beneficiary to this Agreement.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute.

"Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Storm Water Management. When performing or delivering services at or upon any property owned, leased, or managed by the City, or in performance of any services or other acts on behalf of, or at the direction of the City (regardless of location), Contractor shall at all times comply with (i) the City's Storm Water Management and Discharge Control provisions codified in Chapter 42 of the Colleyville Municipal Code, as amended, (ii) all applicable Minimum Best Management Practice requirements, as defined by the Texas Commission on Environmental Quality, and (iii) any Storm Water Pollution Prevention Plan (SWPPP) applicable to the worksite. Regardless of the applicability of the foregoing regulations, CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR IMPLEMENTING SUCH CONTROLS AS MAY BE REASONABLY NECESSARY TO MINIMIZE ANY NEGATIVE IMPACT TO THE STORM WATER COLLECTION SYSTEM OR ENVIRONMENT AND SHALL FOLLOW ALL STATE AND LOCAL ILLICIT DISCHARGE REPORTING PROCEDURES IN THE EVENT OF AN OCCURRENCE OR DISCHARGE.

(j) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed SEVENTY-EIGHT THOUSAND, EIGHT HUNDRED DOLLARS (\$78,800.00) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged

for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Schedule of Values and Application for Payment. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(b) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and no damages will be paid for delay.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 7(a) above, Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or
- (2) City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other

than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(b) Contractor’s Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR’S PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor’s acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor’s sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

CONTRACTOR’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United

States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 13. Texas Government Code Verifications

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the state district courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. (h) Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination. (i) This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed

under this Agreement. (k) Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: RC MECHANICAL By: _____ Rodney Crowson Owner Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> RC Mechanical Attn: Rodney Crowson, Owner 601 Leta Lane Colleyville, TX 76034 E: rcmechanical@msn.com

GovDox Colleyville Contract ID:
CSA_pk_August 5, 2025_Rev20230112

Exhibit A

June 26, 2025

RC Mechanical
601 Leta Ln.
Colleyville, TX 76034

RTU replacement at the Colleyville Center, RC Mechanical proposes the following:

1. To disconnect and remove existing Carrier RTU
2. To install new Trane RTU model GDK300A4SLA-F7 and to include:
 - a) All electrical
 - b) Gas piping
 - c) Condensate piping
 - d) (2) Crane charges, shipping, and support vehicles
 - e) The manufacturing and install of both temporary and permanent return air ductwork
 - f) Start-up

The total for this job is \$ 78,800.00

Trane only has 2 of these units available. The lead time for a factory order is approximately 2 months.

If approved I will expedite the install upon receiving the unit. We will field manufacture the return duct until the permanent is made, then install. This will require 2 crane lifts.

Rodney Crowson
RC Mechanical
TACLA# 008795E



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 8/5/2025

Number Resolution R-25-5063

Type Resolution

Department City Manager

Title

Approval of the Purchase and Sale Agreement between NuCiti Capital partners, LLC, and the City, for 22 acres in the Northern Gateway 22, and authorizing the City Manager to execute all documents relative to the sale and closing

Explanation

Reading and Public Hearing

In 2020, the City purchased three parcels of property which collectively became the "Northern Gateway". The Northern Gateway property consists of the Northern Gateway West parcel - 15 acres, purchased for \$4.3 million, and Northern Gateway West with two parcels, 10.67 and 11.62 acres, purchased for \$4.1 million.

Since the purchase, the City has worked with several consultants and developers on concept plans for development. The 37-acre northern gateway has received the most attention with draft concepts for the site provided by a City-hired land planning consultant. The City also hired a commercial real estate firm to provide market data. Those concepts included a hotel, retail, restaurants, offices, recreation center, and parking garage as potential amenities.

There were also inquiries from developers, all of which included multi-family residential as a large component. The City has stood firm with its desire to find a developer who shares the vision of quality commercial development and who wants to work in conjunction with the beautiful topographical attributes of the site, not against it.

NuCiti Capital Partners, entered into a Letter of Intent with the City to purchase 22 acres, the Northern Gateway West, in early June 2025, with the plan to construct a resort hotel project. NuCiti Capital Partners, now wish to move forward with the purchase. The sale of the 22-acre tract will exceed what the City paid for all 37 acres by \$1.45 million.

Financial Impact

The sale of this property will provide for the repayment of funds used to purchase all 37 acres in the Northern Gateway by \$1.45 million.

Recommendation

Approve

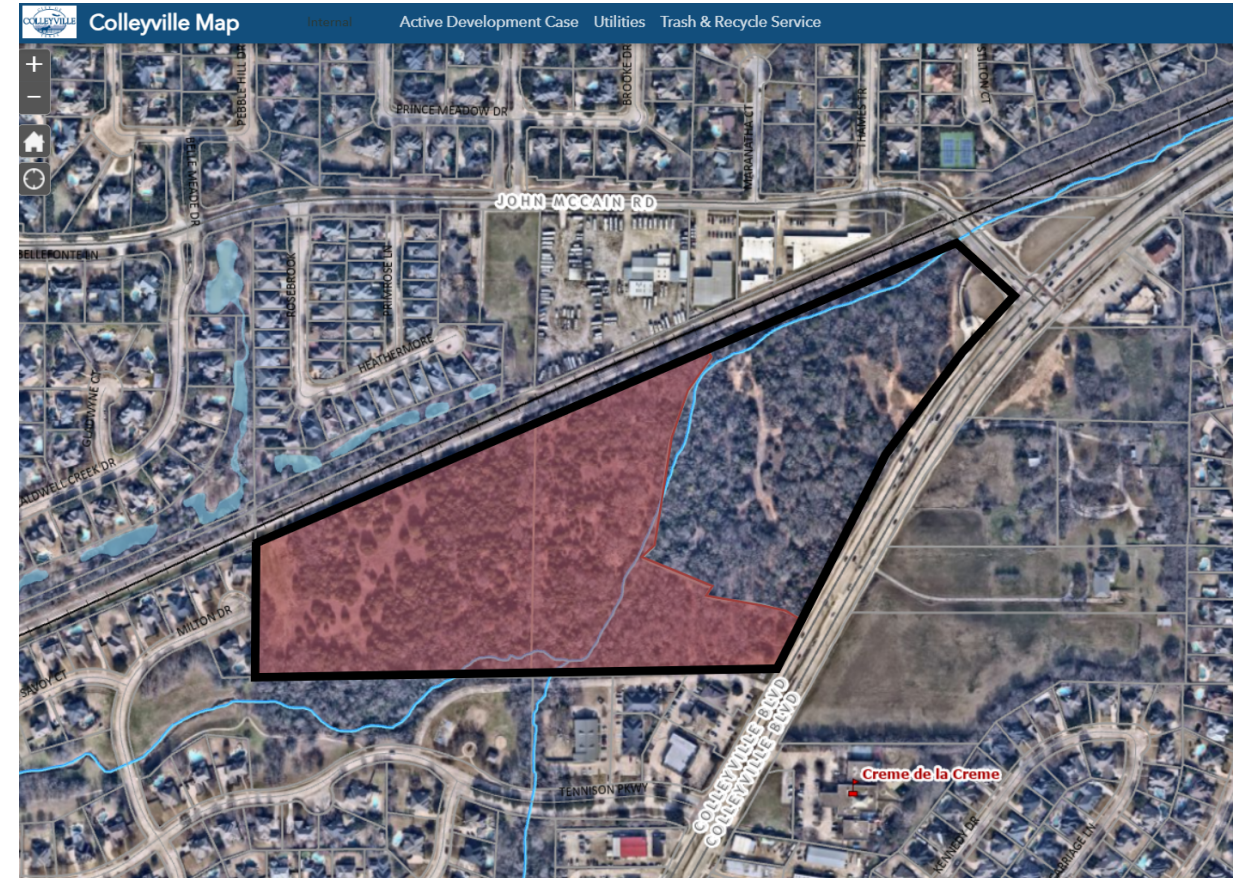
Attachments

1. Purchase-Sale Agreement Presentation

4e. Northern Gateway Purchase Sale Agreement



- **PSA with NuCiti Capital Partners**
- **22-acres of City-owned Northern Gateway**
- **\$10 per square foot or \$9.85M**
- **Feasibility period – 120 days**
- **Approval period – 420 days**
- **Contingent upon City-approved zoning for desired use**
- **Option to purchase remaining 15 acres until Dec. 31, 2028 with right of first refusal until Dec. 31, 2029**



CV



CONCEPT - NEOCLASSICAL ELEGANCE MEETS RUSTIC CHARM IN A LUMINOUS RETREAT



VICINITY MAP 
N.T.S.



THIS SITE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE
AND SUBJECT TO MODIFICATION DURING FINAL
ENGINEERING, SURVEYING, AND PERMITTING.

COLLEYVILLE TEXAS RESORT
SITE CONCEPT DEVELOPMENT
 AUBSON J. LOTT SURVEY, ABSTRACT NO. 903
 CITY OF COLLEYVILLE, TARRANT COUNTY, TEXAS

[illegible]

SCALE

DATE
09/06/2025

SHEET
A0.00

CONCEPTUAL SITE PLAN DEVELOPMENT



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 8/5/2025

Number Resolution R-25-5063

Type Resolution

Department City Secretary

Title

Approval and acceptance of the Highway Turnback Program Agreement between the City of Colleyville and the Texas Department of Transportation, and authorizing the City Manager to negotiate and execute the final agreement

Explanation

Reading and Public Hearing

This item provides for approval of the Highway Turnback Program Agreement between the City of Colleyville and the Texas Department of Transportation (TxDOT). The Turnback Agreement provides for the final execution of the February 2016, Memorandum of Understanding between the City and TxDOT.

Financial Impact

Maintenance of SH26 through Colleyville will become the responsibility of the City.

Recommendation

Approve

Attachments

1. Highway Turnback Program Agreement
2. Highway Turnback Program Agreement presentation

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

HIGHWAY TURNBACK PROGRAM AGREEMENT

This agreement (the "Agreement"), made by and between the Texas Department of Transportation ("TxDOT") and the City of Colleyville ("COLLEYVILLE"), is as follows:

Whereas, TxDOT desires to remove facilities from its highway system that function as local streets; and

Whereas, COLLEYVILLE agrees to have local control over a portion of SH 26 located within the Colleyville city limits, which includes the ability to manage access and control parking, signage, markings, speed limits, and other issues; and

Whereas, TxDOT agreed in a Memorandum of Understanding dated February 2, 2016, to secure \$10,900,000 in TxDOT Category 12 funds (the "Funds") for construction of the portion of SH 26 from John McCain Road to Hall-Johnson Road; and

Whereas, TxDOT completed construction and/or improvement of a portion of SH 26 from south of John McCain Road intersection to 400 feet south of Brown Trail (the "COLLEYVILLE Portion of SH 26"), as shown and described on Exhibit A, attached to this Agreement; and

Whereas, COLLEYVILLE agrees to take over the ownership, jurisdiction, control, and maintenance of the COLLEYVILLE Portion of SH26 in exchange for the Funds.

NOW, THEREFORE, in consideration of the above, TxDOT and COLLEYVILLE agree as follows:

1. Upon the completion and acceptance of CSJ 0363-01-114 and CSJ 0363-01-139 construction improvements on the COLLEYVILLE Portion of SH 26, TxDOT will remove the COLLEYVILLE Portion of SH 26 from the TxDOT highway system.
2. COLLEYVILLE will accept jurisdiction, control, ownership, and maintenance of the COLLEYVILLE Portion of SH 26, including maintenance and operation of the traffic signals along the SH 26 corridor from Longwood Drive on the north and Brown Trail on the south (the "TxDOT Signals").
3. To assist COLLEYVILLE's assumption of responsibility for the COLLEYVILLE Portion of SH 26 TxDOT Signals, the North Central Texas Council of Governments (NCTCOG) will provide funding for five years of signal maintenance in the amount of \$150,000. This funding will be secured through a separate agreement between NCTCOG and Colleyville.

4. Upon removal of the COLLEYVILLE Portion of SH 26 from the TxDOT highway system, TxDOT will convey the real property interest in the COLLEYVILLE Portion of SH 26 to COLLEYVILLE. The conveyance instrument will be a Deed Without Warranty. Moreover, the deed will contain a reservation providing that if any portion of the COLLEYVILLE Portion of SH 26 ceases to be used for public road purposes, the real property interest in the entire COLLEYVILLE Portion of SH 26 shall immediately and automatically revert back to TxDOT.
5. Conveyance of the real property interest in Paragraph 4 is conditioned on approval by the Texas Transportation Commission (the "Commission") and issuance of a corresponding Minute Order, making a recommendation to the Governor. Conveyance of the real property interest in Paragraph 4 is also conditioned on the Texas Governor accepting the Commission's recommendation to execute the Deed Without Warranty for the COLLEYVILLE Portion of SH 26.
6. The COLLEYVILLE Portion of SH 26 that will be transferred to COLLEYVILLE is shown and described on Exhibit "A," attached to this Agreement. Exhibit "A" will be used for the property description attached to the Deed Without Warranty.
7. The conveyance of real property under this Agreement will be in accordance with Texas Transportation Code, Chapter 202, Subchapter A, Section 202.021. Moreover, the conveyance is subject to the rights of any and all existing public utilities or common carriers in accordance with Texas Transportation Code, Chapter 202, Subchapter A, Section 202.029.
8. COLLEYVILLE will assume responsibility for any title insurance obtained, as well as associated title expenses, although no title policy is required as a part of this Agreement.
9. The terms, conditions, and covenants contained in this Agreement shall apply to and inure to the benefit of successors in interest and legal representatives.
10. If one or more of the provisions contained in this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Nothing herein shall be deemed to limit or waive the sovereign or governmental immunity of TxDOT or COLLEYVILLE.
12. The effective date of this Agreement is the date of TxDOT's signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE FOLLOWS]

Executed this _____ day of _____, 2025.

CITY OF COLLEYVILLE

Executed under authority of RESOLUTION R-25-5063 dated August 5, 2025.

By: _____
Jerry Ducay
City Manager
City of Colleyville, Texas

Address:
100 Main Street
Colleyville, TX 76034

Executed this _____ day of _____, 2025.

THE TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Carl Johnson, P.E.
District Engineer, Fort Worth
Texas Department of Transportation

Address:
2501 S. W. Loop 820
Fort Worth, TX 76133

EXHIBIT "A"

COLLEYVILLE Portion of SH 26 Legal Description and Survey

EXHIBIT "A"

County: Tarrant
Highway: SH 26
Limits: From: Brown Trail
to Old John McCain Road
R.O.W. CSJ: 0363-01-123

July 2, 2025

LEGAL DESCRIPTION

BEING 51.607 acres of land located in the BBB. & C. RR. CO. SURVEY, Abstract No. 228, the THOMAS J. CHRISTIAN SURVEY, Abstract No. 275, the THOMAS J. POLSON SURVEY, Abstract No. 1248, the BBB. & C. RR. CO. SURVEY, Abstract No. 206, the JOSEPH M. LOONEY SURVEY, Abstract No. 936, the NANCY B. LOONEY SURVEY, Abstract No. 937, the J. L. BYAS SURVEY, Abstract No. 180, and the ABSALOM J. LOTT SURVEY, Abstract No. 963, Colleyville, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete found in the Northwest right-of-way line of said Colleyville Boulevard (State Highway 26 – a variable width public right-of-way), and said POINT OF BEGINNING being located at the most Easterly Northeast corner of the tract of land conveyed to PACASI, LLC, by the deed recorded in County Clerk's File No. D213193061, of the Official Public Records of Tarrant County, Texas, and said POINT OF BEGINNING being Offset 72.04 feet Left of Centerline Station 109+83.10, and said POINT OF BEGINNING also having a Surface Coordinate N: 7,004,569.02 and E: 2,379,094.01;

THENCE along the Northwest right-of-way line of State Highway No. 26, as follows:

1. THENCE N 20° 42' 43" W 67.25 feet, to an "X" cut in concrete found at the most Northerly corner of said Pacasi, LLC Tract;
2. THENCE N 71° 19' 42" E 107.67 feet, crossing Mill Valley Drive, to a point in the Southeast boundary line of the tract of land conveyed to Retail Buildings, Inc. by the deed recorded in County Clerk's File No. D207309265, of the Official Public Records of Tarrant County, Texas;
3. THENCE N 65° 20' 22" E 33.03 feet, along the Northeast boundary line of said Retail Buildings, Inc. Tract, to a point being Offset 73.37 feet Left of Centerline Station 111+38.24;
4. THENCE N 44° 43' 01" E 381.79 feet, along the Southeast boundary line of said Retail Buildings, Inc. Tract and the Southeast boundary line of the tract of land conveyed to 2102 Empire Central, LLC, by the deed recorded in County Clerk's File No. D223227351, of the Official Public Records of Tarrant County,

Texas, to a 5/8" iron rod found at the East corner of said 2102 Empire Central, LLC Tract;

THENCE along the Southeast boundary line of the tracts of land conveyed to Bransford Parkland Trust, by the deed recorded in Volume 11070, Page 305, of the Deed Records of Tarrant County, Texas, and the tract of land conveyed to EBNA CINA, Inc. by the deed recorded in County Clerk's File No. D207330252, of the Official Public Records of Tarrant County, Texas, as follows:

5. THENCE N 38° 49' 22" E 160.82 feet, to a point;
6. THENCE N 44° 43' 44" E 220.00 feet, to a point being Offset 90.00 feet Left of Centerline Station 119+00.00, and said point having a Surface Coordinate N: 7,005,233.06 and E: 2,379,726.52;
7. THENCE N 49° 09' 59" E 262.64 feet, to a point;
8. THENCE N 24° 44' 05" E 134.99 feet, to a point at the West corner of the tract of land conveyed to Saleem Madhani, by the deed recorded in County Clerk's File No. D213256688, of the Official Public Records of Tarrant County, Texas;
9. THENCE S 56° 24' 58" E 40.32 feet, along the West boundary line of said Madhani Tract, to a point at the South corner of said Madhani Tract;
- C1. THENCE NORTHEASTERLY 114.43 feet, along the East boundary line of said Madhani Tract, with a curve to the right, having a radius of 2,928.78 feet, a central angle of 02° 14' 19" and a chord bearing N 43° 36' 35" E 114.42 feet, to a point at the end of said curve, being Offset 64.00 feet Left of Centerline Station 124+11.20;
10. THENCE N 44° 43' 44" E 167.25 feet, along the Southeast boundary line of the tract of land conveyed to Blockbuster Investments, LTD., by the deed recorded in County Clerk's File No. D206016553, of the Official Public Records of Tarrant County, Texas, to a point at the East corner of said Blockbuster Tract;
11. THENCE N 44° 43' 44" E 237.93 feet, along the Southeast boundary line of the tract of land conveyed to Rare Ventures 2, LLC, by the deed recorded in County Clerk's File No. D216205790, of the Official Public Records of Tarrant County, Texas and the Southeast boundary line of the tract of land conveyed to Queenview, LP, by the deed recorded in County Clerk's File No. D218158132, of the Official Public Records of Tarrant County, Texas, to a 5/8" iron rod found bent at the East corner of said Queenview Tract, and being Offset 64.00 feet Left of Centerline Station 128+16.38;
12. THENCE N 00° 21' 08" W 40.63 feet, along the East boundary line of said Queenview Tract, to a point in the Southwest right-of-way line of Centerpark Drive (a 60 foot wide public right-of-way);
13. THENCE N 43° 17' 33" E 63.97 feet, crossing said Centerpark Drive, to a point in the Southwest boundary line of Lot 5, Block 1, Kaybird Addition, to the

City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5747, of the Plat Records of Tarrant County, Texas, and being Offset 94.37 feet Left of Centerline Station 129+09.02;

14. THENCE S 89° 05' 42" E 42.10 feet, along the South boundary line of said Lot 5, to a point;
15. THENCE N 44° 43' 44" E 876.21 feet, along the Southeast boundary line of said Lot 5, Kaybird Addition and also Lot 7, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas according to the plat recorded in County Clerk's File No. D214055476, of the Plat Records of Tarrant County, Texas, and Lot 4, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1493, of the Plat Records of Tarrant County, Texas, and also the Southeast boundary line of Lot 3, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1673, of the Plat Records of Tarrant County, Texas, and Lot 2, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1306, of the Plat Records of Tarrant County, Texas, to a 5/8" iron rod found lying in the Southeast boundary line of said Lot 3, and said 5/8" iron rod found also being Offset 64.00 feet Left of Centerline Station 138+14.38;
16. THENCE N 42° 26' 16" E 100.08 feet, to a point;
17. THENCE N 44° 43' 49" E 30.01 feet, to a point lying at the beginning of a curve to the left;
- C2. THENCE NORTHEASTERLY 250.80 feet, along said curve to the left, having a radius of 2,796.79 feet, a central angle of 05° 08' 17" and a chord bearing N 42° 09' 36" E 250.72 feet, to a 5/8" iron rod found at the end of said curve, and said 5/8" iron rod found being Offset 68.00 feet Left of Centerline Station 142+01.29, and said 5/8" iron rod found also having a Surface Coordinate N: 7,006,865.85 and E: 2,381,338.66;
18. THENCE N 11° 01' 24" W 42.15 feet, to a point lying in the South right-of-way line of Glade Road (an 80 foot wide public right-of-way);
19. THENCE N 23° 45' 59" E 69.86 feet, crossing said Glade Road, to a point in the North right-of-way line of said Glade Road, being the South boundary line of Lot 3, Block 1, Kroger Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1029, of the Plat Records of Tarrant County, Texas, and said point being Offset 118.02 feet Left of Centerline Station 142+99.30;
20. THENCE N 81° 36' 07" E 60.04 feet, along the South boundary line of said Lot 3, to a point;

- C3. THENCE NORTHEASTERLY 250.26 feet, along a curve to the left, having a radius of 2,788.79 feet, a central angle of 05° 08' 30" and a chord bearing N 34° 10' 19" E 250.17 feet, to a point at the end of said curve;
21. THENCE N 34° 31' 08" E 42.26 feet, to a Texas Department of Transportation right-of-way monument found at the South corner of Lot 2R, Block 1, Kroger Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D212009455, of the Plat Records of Tarrant County, Texas;
22. THENCE N 34° 31' 00" E 111.38 feet, to a point;
23. THENCE N 28° 41' 19" E 120.97 feet, to a Texas Department of Transportation right-of-way monument found;
24. THENCE N 15° 57' 54" W 21.07 feet, to a point lying in the Southwest right-of-way line of Village Lane;
25. THENCE N 35° 10' 59" E 58.36 feet, crossing said Village Lane, to a point in the Southeast boundary line of Lot 78, Village at Colleyville Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5922, of the Plat Records of Tarrant County, Texas;
26. THENCE N 73° 46' 14" E 11.59 feet, along the South boundary line of said Lot 78, to a Texas Department of Transportation right-of-way monument found;
27. THENCE N 28° 41' 19" E 90.80 feet, along the Southeast boundary line of said Lot 78, to a 5/8" iron rod found;
28. THENCE N 28° 41' 19" E 100.83 feet, to a point;
29. THENCE N 28° 41' 19" E 158.64 feet, to a point being Offset 64.00 feet Left of Centerline Station 153+09.94;
30. THENCE N 28° 46' 56" W 62.49 feet, to a point in the South right-of-way line of Pleasant Run Road;
31. THENCE N 58° 25' 13" E 68.17 feet, crossing said Pleasant Run Road, to a point in the South boundary line of Lot 1, Block 1, Applebee's Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3939, of the Plat Records of Tarrant County, Texas;
32. THENCE N 79° 31' 03" E 24.35 feet, to a point in the Southeast boundary line of said Lot 1, Block 1, Applebee's Addition;
33. THENCE N 28° 41' 19" E 205.38 feet, along the Southeast boundary line of said Lot 1, Block 1, Applebee's Addition, to a point being Offset 64.00 feet Left of Centerline Station 156+23.50;
34. THENCE N 61° 18' 41" W 4.76 feet, to a point being Offset 68.76 feet Left of Centerline Station 156+23.50;
35. THENCE N 28° 41' 19" E 104.69 feet, along the Southeast boundary line of Lot 52, Village at Colleyville, an addition to the City of Colleyville, Tarrant

County, Texas, according to the plat recorded in Cabinet A, Slide 5922, of the Plat Records of Tarrant County, Texas, to a point;

36. THENCE S 61° 18' 41" E 4.76 feet, to a point;
37. THENCE N 28° 41' 22" E 90.76 feet, to a point being Offset 64.00 feet Left of Centerline Station 158+18.95;
38. THENCE N 16° 07' 10" W 20.95 feet, to a point in the South right-of-way line of Main Street;
39. THENCE N 28° 22' 20" E 86.10 feet, crossing said Main Street, to a point in the Southeast boundary line of Lot 51, of aforesaid Village at Colleyville;
40. THENCE N 73° 52' 59" E 21.48 feet, to a point;
41. THENCE N 28° 41' 19" E 905.57 feet, along the Southeast boundary line of said Lot 51, Village at Colleyville and Lot 1, Block 1, Foster Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-184, Page 38, of the Plat Records of Tarrant County, Texas, and Block 1, Village Front Door Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 12698, of the Plat Records of Tarrant County, Texas, to a point in the Southeast boundary line of Lot 1R-1, Block 1, First Baptist Church Colleyville, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D214100097, of the Plat Records of Tarrant County, Texas, and being Offset 64.00 feet Left of Centerline Station 168+40.63, and said point also having a Surface Coordinate N: 7,009,140.88 and E: 2,382,645.71;
42. THENCE S 61° 19' 55" E 1.33 feet, along the Southeast boundary line of said Lot 1R-1, Block 1, First Baptist Church of Colleyville, to a point;
43. THENCE N 28° 57' 47" E 316.62 feet, to a point;
44. THENCE N 62° 39' 34" W 2.85 feet, to a point being Offset 64.00 feet Left of Centerline Station 171+57.18, and said point having Surface Coordinates N: 7,009,418.57 and E: 2,382,797.67;
45. THENCE N 28° 41' 19" E 428.12 feet, along the Southeast boundary line of Lot 1, Block 1, Baylor – Emerus Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D214055477, of the Plat Records of Tarrant County, Texas, to a Texas Department of Transportation right-of-way monument found;
46. THENCE S 89° 15' 57" W 12.63 feet, to a point;
47. THENCE N 28° 41' 19" E 67.65 feet, to a point;
48. THENCE N 62° 13' 25" W 10.23 feet, to a point;
49. THENCE N 16° 27' 12" W 13.79 feet, to a point lying in the South right-of-way line of Church Street, being Offset 95.00 feet Left of Centerline Station 176+56.31;

50. THENCE N 28° 40' 51" E 80.36 feet, crossing said Church Street, to a point in the Southeast boundary line of Lot 1, Block 1, Starbucks Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 11259, of the Plat Records of Tarrant County, Texas;
51. THENCE N 73° 32' 40" E 28.36 feet, to a Texas Department of Transportation right-of-way monument found;
52. THENCE N 28° 41' 24" E 332.71 feet, along the Southeast boundary line of said Lot 1, Block 1, Starbucks Addition and Lot 1, Block 1, N3 Development Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 12775, of the Plat Records of Tarrant County, Texas, to a Texas Department of Transportation right-of-way monument found, being Offset 75.00 feet Left of Centerline Station 180+89.48;
53. THENCE N 10° 52' 17" E 23.17 feet, to a point in the South boundary line of Lot 1, Block 1, Town Square, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-164, Page 93, of the Plat Records of Tarrant County, Texas;
54. THENCE N 73° 41' 19" E 25.58 feet, to a point in the Southeast boundary line of said Lot 1, Block 1, Town Square, being Offset 64.00 feet Left of Centerline Station 181+29.63, and said point also having a Surface Coordinate N: 7,010,271.64 and E: 2,383,264.50;
55. THENCE N 28° 41' 19" E 755.35 feet, along the Southeast boundary line of said Lot 1, Block 1, Town Square, to a ½" iron rod found in the Southeast boundary line of Lot 1R, Block 2, Town Square, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 6572, of the Plat Records of Tarrant County, Texas;
56. THENCE N 28° 41' 19" E 168.26 feet, along the Southeast boundary line of said Lot 1R, Block 2, Town Square and Lot 2R, Block 2, Town Square, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 7244, of the Plat Records of Tarrant County, Texas, to a ½" iron rod found being Offset 64.00 feet Left of Centerline Station 190+53.24;
57. THENCE N 33° 46' 18" W 35.53 feet, to an "X" cut in concrete found at the beginning of a curve to the right;
- C4. THENCE NORTHWESTERLY 56.88 feet, along said curve to the right, having a radius of 242.41 feet, a central angle of 13° 26' 38" and a chord bearing N 85° 10' 24" W 56.75 feet, to a point at the end of said curve;
58. THENCE N 10° 42' 04" E 12.93 feet, to a ½" iron rod found in the South right-of-way line of Hall Johnson Road;
59. THENCE N 16° 59' 40" E 66.05 feet, crossing said Hall Johnson Road, to a point in the North right-of-way line of Hall Johnson Road;

60. THENCE N 01° 23' 34" W 15.04 feet, to a "Y" cut in concrete found in the Southeast boundary line of Lot 1, Block 1, People's Bank Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 7692, of the Plat Records of Tarrant County, Texas;
61. THENCE N 88° 36' 26" E 102.07 feet, along the Southeast boundary line of said Lot 1, Block 1, People's Bank Addition, to a point;
62. THENCE N 58° 38' 54" E 36.08 feet, to a point;
63. THENCE N 28° 40' 52" E 290.60 feet, to a Texas Department of Transportation right-of-way monument found in the South right-of-way line of Bogart Drive;
64. THENCE N 30° 37' 25" E 59.76 feet, crossing said Bogart Drive, to a point in the North right-of-way line of Bogart Drive and the Southeast boundary line of the tract of land conveyed to Grapevine Colleyville ISD, by the deed recorded in Volume 3725, Page 485, of the Deed Records of Tarrant County, Texas, and said point being Offset 64.00 feet Left of Centerline Station 195+69.45;
65. THENCE N 28° 41' 19" E 577.76 feet, along the Southeast boundary line of said Grapevine Colleyville ISD Tract, to a Texas Department of Transportation right-of-way monument found at the Southeast corner of Lot 1, Tuscany, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 9786, of the Plat Records of Tarrant County, Texas;
66. THENCE N 28° 41' 19" E 231.93 feet, along the Southeast boundary line of said Lot 1, Tuscany, to a point at the South corner of the tract of land conveyed to Pro Co Paint & Body, Inc., by the deed recorded in Volume 11860, Page 835, of the Official Public Records of Tarrant County, Texas;
67. THENCE N 28° 41' 19" E 281.00 feet, along the Southeast boundary line of said Pro Co Paint & Body Tract, to a ½" iron rod found at the South corner of Lot 2, Block 1, Metrovest Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D194129914, of the Plat Records of Tarrant County, Texas;
68. THENCE N 28° 41' 19" E 435.17 feet, along the Southeast boundary line of said Lot 2, Block 1, Metrovest Addition and Lot 1, Block 1, Metrovest Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D194129915, of the Plat Records of Tarrant County, Texas, to a point being Offset 64.00 feet Left of Centerline Station 210+95.31, and said point having a Surface Coordinate N: 7,012,873.26 and E: 2,384,688.17;
69. THENCE N 14° 05' 59" W 31.63 feet, to a ½" iron rod found in the South right-of-way line of Hardage Lane;

70. THENCE N 29° 16' 44" E 68.02 feet, crossing said Hardage Lane, to a point in the Southeast boundary line of Lot 3, Block 1, Northstar Bank Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D207243559, of the Plat Records of Tarrant County, Texas;
71. THENCE N 58° 29' 14" E 30.32 feet, along the Southeast boundary line of said Block 1, Northstar Bank Addition, to a point;
72. THENCE N 30° 56' 39" E 145.28 feet, to a point being Offset 64.00 feet Left of Centerline Station 213+58.02;
73. THENCE N 28° 41' 19" E 928.65 feet, to a point;
74. THENCE N 10° 00' 44" W 32.03 feet, to a point in the South right-of-way line of Tinker Road;
75. THENCE N 07° 23' 19" E 88.78 feet, crossing said Tinker Road, to a point in the North right-of-way line of said Tinker Road, and said point also lying in the South boundary line of the tract of land conveyed to Shmaisani 26 Holdings, LLC, by the deed recorded in County Clerk's File No. D220147807, of the Official Public Records of Tarrant County, Texas;
- THENCE along the Southeast boundary line of said Shmaisani 26 Holdings, LLC Tract, as follows:
76. THENCE N 23° 47' 57" E 59.55 feet, to a point;
77. THENCE S 61° 18' 41" E 57.35 feet, to a point;
78. THENCE N 28° 41' 19" E 35.92 feet, to a point;
79. THENCE N 61° 18' 41" W 5.00 feet, to a point;
- C5. THENCE NORTHEASTERLY 116.81 feet, along a curve to the left, having a radius of 2,795.79 feet, a central angle of 02° 23' 38" and a chord bearing N 27° 29' 30" E 116.81 feet, to a ½" iron rod found marked "RPLS 5647" at the end of said curve;
80. THENCE N 26° 17' 41" E 119.71 feet, to a ½" iron rod found at the beginning of a curve to the right;
- C6. THENCE NORTHEASTERLY 122.56 feet, along said curve to the right, having a radius of 2,933.79 feet, a central angle of 02° 23' 37" and a chord bearing N 27° 29' 29" E 122.55 feet, to a Texas Department of Transportation right-of-way monument found at the end of said curve, and being Offset 69.00 feet Left of Centerline Station 228+48.72, and said point also having a Surface Coordinate N: 7,014,418.47 and E: 2,385,516.65;
81. THENCE N 28° 41' 19" E 246.35 feet, to a Texas Department of Transportation right-of-way monument found;
82. THENCE N 28° 41' 19" E 100.08 feet, to a Texas Department of Transportation right-of-way monument found;
83. THENCE N 28° 41' 19" E 63.80 feet, to a point;

84. THENCE N 28° 41' 19" E 589.73 feet, to a point being Offset 69.00 feet Left of Centerline Station 238+48.68;
85. THENCE N 28° 41' 19" E 58.11 feet, to a ½" iron rod found;
86. THENCE N 36° 11' 55" E 40.35 feet, to a ½" iron rod marked "RPLS 5810" found at the beginning of a curve to the right;
- C7. THENCE NORTHEASTERLY 82.37 feet, along said curve to the right, having a radius of 2,928.79 feet, a central angle of 01° 36' 41" and a chord bearing N 30° 16' 36" E 82.36 feet, to an "X" cut in concrete found at the end of said curve;
87. THENCE N 31° 04' 57" E 5.10 feet, to a ½" iron rod marked "RPLS 6310" found;
88. THENCE N 31° 04' 57" E 114.61 feet, to a ½" iron rod marked "YPASSO" found at the beginning of a curve to the left;
- C8. THENCE NORTHEASTERLY 117.02 feet, with a curve to the left, having a radius of 2,800.79 feet, a central angle of 02° 23' 38" and a chord bearing N 29° 53' 08" E 117.02 feet, to a Texas Department of Transportation right-of-way monument found at the end of said curve, being Offset 64.00 feet Left of Centerline Station 242+65.90;
89. THENCE N 28° 41' 19" E 711.74 feet, to an "X" cut in concrete found;
90. THENCE N 17° 16' 50" W 35.95 feet, to a Texas Department of Transportation right-of-way monument found in the South right-of-way line of Tennison Parkway;
91. THENCE N 34° 45' 32" E 87.65 feet, crossing said Tennison Parkway, to a point;
92. THENCE N 62° 14' 29" E 30.00 feet, to a Texas Department of Transportation right-of-way monument found being Offset 64.00 feet Left of Centerline Station 251+14.79;
93. THENCE N 28° 41' 19" E 1,057.47 feet, to a ½" iron rod marked "Brittain & Crawford" found at the beginning of a curve to the right, and being Offset 64.00 feet Left of Centerline Station 261+72.26;
- C9. THENCE NORTHEASTERLY 702.56 feet, along said curve to the right, having a radius of 2,928.79 feet, a central angle of 13° 44' 39" and a chord bearing N 35° 33' 38" E 700.88 feet, to a point at the end of said curve and the intersection with the South right-of-way line John McCain Road, being Offset 64.00 feet Left of Centerline Station 268+59.47;
94. THENCE N 39° 08' 51" E 106.19 feet, crossing said John McCain Road, to a point;
- C10. THENCE NORTHEASTERLY 270.22 feet, with a curve to the right, having a radius of 2,936.79 feet, a central angle of 05° 16' 19" and a chord bearing N 47° 08' 15" E 270.12 feet, to a point at the end of said curve in the South right-of-way line of former John McCain Road, being Offset 72.00 feet Left of Centerline

Station 272+26.50, and said point having a Surface Coordinate N: 7,018,162.93 and E: 2,387,797.83;

95. THENCE N 89° 56' 35" E 237.05 feet, along the South right-of-way line of former John McCain Road, to a point;

96. THENCE S 36° 30' 11" E 1.98 feet, to a point in the Northwest boundary line of the tract of land conveyed to Keau, LLC, by the deed recorded in County Clerk's File No. D223017742, of the Official Public Records of Tarrant County, Texas, being Offset 75.02 Right of Centerline Station 274+12.64;

THENCE along the Northwest boundary line of said Keau, LLC Tract, as follows:

C21. THENCE SOUTHWESTERLY 40.02 feet, along a curve to the left, having a radius of 2,787.79 feet, a central angle of 00° 49' 21" and a chord bearing S 53° 05' 06" W 40.02 feet, to an "X" cut in concrete found;

97. THENCE N 37° 45' 34" W 7.00 feet, to a point;

C11. THENCE NORTHWESTERLY 133.18 feet, along a curve to the left, having a radius of 2,794.79 feet, a central angle of 02° 43' 49" and a chord bearing S 51° 18' 27" W 133.17 feet, to a point;

98. THENCE N 39° 57' 33" W 6.00 feet, to a point being Offset 64.00 feet Right of Centerline Station 272+34.96;

C12. THENCE SOUTHWESTERLY 1,037.51 feet, along a curve to the left, having a radius of 2,800.79 feet, a central angle of 21° 13' 28" and a chord bearing S 39° 19' 50" W 1,031.59 feet, to a metal fence post found at the end of said curve, being Offset 64.00 feet Right of Centerline Station 261+73.74;

99. THENCE S 28° 41' 19" W 823.81 feet, to a point;

100. THENCE N 89° 37' 54" E 9.57 feet, to a point at the Northwest corner of the tract of land conveyed to TX14 Colleyville, LLC, by the deed recorded in County Clerk's File No. D214063876, of the Official Public Records of Tarrant County, Texas;

THENCE S 28° 35' 23" W 101.56 feet, to a ½" iron rod marked "RPLS 3740" found at the Northwest corner of the tract of land conveyed to Colleyville Crème De La Crème, by the deed recorded in County Clerk's File No. D199182887, of the Official Public Records of Tarrant County, Texas;

101. THENCE S 28° 35' 23" W 35.18 feet, along the Northwest boundary line of said Colleyville Crème De La Crème Tract, to a ½" iron rod found;

102. THENCE S 32° 54' 51" W 116.74 feet, to a Texas Department of Transportation right-of-way monument found;

103. THENCE S 28° 41' 19" W 835.48 feet, to a point, being Offset 64.00 feet Right of Centerline Station 242+65.90;

C13. THENCE SOUTHWESTERLY 96.94 feet, along a curve to the right, having a radius of 2,929.13 feet, a central angle of 01° 53' 46" and a chord bearing S 29° 38' 12" W 96.94 feet, to a point at the end of said curve;

104. THENCE S 18° 04' 35" W 52.31 feet, to a point in the Northwest boundary line of the tract of land conveyed to 6515 Colleyville, LLC, by the deed recorded in County Clerk's File No. D21508035, of the Official Public Records of Tarrant County, Texas;

THENCE along the Northwest boundary line of said 6515 Colleyville, LLC Tract, as follows:

105. THENCE S 52° 47' 07" W 31.54 feet, to a point;

106. THENCE S 28° 47' 04" W 177.43 feet, to a ½" iron rod found;

107. THENCE S 29° 36' 51" E 59.42 feet, to a point at the Southwest corner of said 6515 Colleyville, LLC Tract, lying in the North right-of-way line of Tarrant Lane;

108. THENCE S 51° 42' 34" W 78.38 feet, crossing said Tarrant Lane, to a point in the Northwest boundary line of Block 1, Colleyville Industrial Park, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1700, of the Plat Records of Tarrant County, Texas;

THENCE along the Northwest boundary line of said Block 1, Colleyville Industrial Park Addition, as follows:

109. THENCE S 59° 38' 26" W 35.27 feet, to a point;

110. THENCE S 29° 04' 25" W 238.94 feet, to a ½" iron rod found at the Southwest corner of said Block 1, being Offset 69.01 feet Right of Centerline Station 235+38.62;

111. THENCE N 89° 31' 00" W 5.68 feet, along the North boundary line of the tract of land conveyed to Boulevard Animal Hospital, P.C., by the deed recorded in Volume 1196, Page 351, of the Deed Records of Tarrant County, Texas, to a point at the Northwest corner of said Boulevard Animal Hospital Tract;

112. THENCE S 28° 41' 19" W 236.64 feet, to a point at the West corner of the tract of land conveyed to Beverly Ingram, by the deed recorded in County Clerk's File No. D207033049, of the Deed Records of Tarrant County, Texas, being Offset 64.01 feet Right of Centerline Station 232+99.30, and said point having a Surface Coordinate N: 7,014,749.89 and E: 2,385,849.63;

113. THENCE S 18° 23' 59" E 57.25 feet, along the West boundary line of said Ingram Tract, to a point at the Southwest corner of said Ingram Tract, lying in the North right-of-way line of Industrial Boulevard;

114. THENCE S 41° 00' 16" W 63.25 feet, crossing said Industrial Boulevard, to a 5/8" iron rod found in the South right-of-way line of said Industrial Boulevard, lying in the Northwest boundary line of Lot 16-R-1, Block 1, Colleyville Industrial Park, an addition to the City of Colleyville, Tarrant County,

Texas, according to the plat recorded in Cabinet B, Slide 587, of the Plat Records of Tarrant County, Texas;

115. THENCE S 63° 34' 14" W 40.82 feet, along the Northwest boundary line of said Lot 16-R-1, to a Texas Department of Transportation right-of-way monument found;
116. THENCE S 28° 41' 49" W 317.87 feet, along the West boundary line of Block 1, Colleyville Industrial Park, to a point at the Southwest corner of Lot 16-R-2, of said Block 1, Colleyville Industrial Park, being Offset 69.05 feet Right of Centerline Station 228+47.13;
117. THENCE S 89° 29' 23" W 5.79 feet, to a point at the Northwest corner of Lot R-14-3, Block 1, Colleyville Industrial Park, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D217226529, of the Plat Records of Tarrant County, Texas;
- C14. THENCE SOUTHWESTERLY 112.63 feet, along a curve to the left, having a radius of 2,800.79 feet, a central angle of 02° 18' 15" and a chord bearing S 27° 26' 48" W 112.63 feet, to a point at the end of said curve;
118. THENCE S 26° 17' 41" W 95.77 feet, to a Texas Department of Transportation right-of-way monument found at the Northwest corner of Lot 1, Block 1, Tinker Crossing, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1564, of the Plat Records of Tarrant County, Texas;
- THENCE along the Northwest boundary line of said Lot 1, Block 1, Tinker Crossing, as follows:
119. THENCE S 26° 17' 41" W 23.94 feet, to a point at the beginning of a curve to the right;
- C20. THENCE SOUTHWESTERLY 112.53 feet, along said curve to the right, having a radius of 2,928.79 feet, a central angle of 02° 12' 05" and a chord bearing S 27° 23' 44" W 112.52 feet, to a 5/8" iron rod found at the end of said curve;
120. THENCE S 28° 39' 34" W 32.58 feet, to a 5/8" iron rod marked "DTS" found at the Northwest corner of Lot 1, Block 1, Kathleen's Art Café Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3338, of the Plat Records of Tarrant County, Texas;
- THENCE along the West boundary line of said Lot 1, Block 1, Kathleen's Art Café Addition, as follows:
121. THENCE S 28° 41' 19" W 87.04 feet, to an "X" cut in concrete found;
122. THENCE S 14° 14' 06" E 36.71 feet, to a point;
123. THENCE S 57° 09' 09" E 15.57 feet, to a point;
- C15. THENCE SOUTHEASTERLY 27.67 feet, along a curve to the left, having a radius of 150.02 feet, a central angle of 10° 34' 03" and a chord bearing S 61°

40' 22" E 27.63 feet, to a 5/8" iron rod marked "DTS" found at the Southwest corner of said Kathleen's Art Café Addition, lying in the North right-of-way line of Oak Pointe Drive;

124. THENCE S 01° 05' 56" E 67.12 feet, crossing said Oak Pointe Drive, to a point in the North boundary line of Lot 2, Block A, Colleyville Shopping Village Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5776, of the Plat Records of Tarrant County, Texas, and being Offset 165.50 feet Right of Centerline Station 222+93.78;

125. THENCE S 89° 46' 26" W 115.96 feet, along the North boundary line of said Lot 2, Block A, Colleyville Shopping Village Addition, to a point at the Northwest corner of said Lot 2, being Offset 64.00 feet Right of Centerline Station 222+37.71;

126. THENCE S 28° 41' 19" W 2,610.69 feet, to a 5/8" iron rod found in the Northwest boundary line of Lot 1, Block 1, Bluebonnet Hills Memorial Park Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-162, Page 53, of the Plat Records of Tarrant County, Texas, and being Offset 64.00 feet Right of Centerline Station 196+27.02;

THENCE along the Northwest boundary line of said Lot 1, Block 1, Bluebonnet Hills Memorial Park Addition, as follows:

127. THENCE N 61° 18' 41" W 0.22 feet, to a 5/8" iron rod found;

128. THENCE S 29° 27' 15" W 186.86 feet, to a point;

129. THENCE S 61° 19' 07" E 2.71 feet, to a point being Offset 63.99 feet Right of Centerline Station 194+40.18, and said point having a Surface Coordinate N: 7,011,359.86 and E: 2,384,005.90;

130. THENCE S 28° 41' 19" W 144.97 feet, to a Texas Department of Transportation right-of-way monument found;

131. THENCE S 30° 39' 39" E 25.05 feet, to a Texas Department of Transportation right-of-way monument found;

132. THENCE S 88° 43' 35" E 123.99 feet, along the South boundary line of said Lot 1, Block 1, Bluebonnet Hills Memorial Park Addition, to a point;

133. THENCE S 01° 10' 07" E 5.69 feet, to a point in the North right-of-way line of Hall Johnson Road;

134. THENCE S 16° 57' 39" W 108.20 feet, crossing said Hall Johnson Road, to an "X" cut in concrete found in the South right-of-way line of said Hall Johnson Road, lying at the Northeast corner of Lot 5, Block 1, Town Center Colleyville Phase 1, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D206233553, of the Plat Records of Tarrant County, Texas;

135. THENCE S 89° 07' 30" W 160.13 feet, along the North boundary line of said Lot 5, Block 1, Town Center Colleyville Phase 1, to a ½" iron rod marked "BURNS" found;

THENCE along the Northwest boundary line of Lot 5, Block 1, Town Center Colleyville Phase 1, as follows:

136. THENCE S 60° 06' 33" W 15.64 feet, to a point;

137. THENCE S 28° 41' 19" W 181.66 feet, to a point;

138. THENCE S 35° 31' 43" W 75.54 feet, to a Texas Department of Transportation right-of-way monument found being Offset 64.00 feet Right of Centerline Station 188+79.63;

139. THENCE S 28° 41' 19" W 1,116.06 feet, to a point being Offset 64.00 feet Right of Centerline Station 177+63.57;

140. THENCE S 16° 18' 55" E 37.53 feet, to a point in the Northeast right-of-way line of Church Street;

141. THENCE S 32° 18' 21" W 80.00 feet, crossing said Church Street, to a point being Offset 85.49 feet Right of Centerline Station 176+57.20;

142. THENCE S 73° 41' 04" W 30.40 feet, to a point in the Northwest boundary line of the tract of land conveyed to RP Gantos Ventures, LLC, by the deed recorded in County Clerk' File No. D213003626, of the Official Public Records of Tarrant County, Texas;

143. THENCE S 28° 41' 19" W 1,003.60 feet, to a point at the most Northerly Southwest corner of Lot 4, Northeast Professional Park of Colleyville, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D213281890, of the Plat Records of Tarrant County, Texas, being Offset 64.00 feet Right of Centerline Station 166+32.10;

144. THENCE S 22° 15' 03" E 25.20 feet, to a point in the North right-of-way line of Professional Drive;

145. THENCE S 40° 21' 41" W 39.04 feet, crossing said Professional Drive, to a point in the South right-of-way line of said Professional Drive, being Offset 75.67 feet, Right of Centerline Station 165+78.00;

146. THENCE S 69° 25' 54" W 17.88 feet, to a point;

147. THENCE S 28° 41' 19" W 654.08 feet, to a point, being Offset 64.00 feet Right of Centerline Station 159+10.37;

148. THENCE S 01° 00' 17" E 96.74 feet, to a point at the Northeast corner of Lot 8, Block 1, Thompson Terrace, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-11, Page 81, of the Plat Records of Tarrant County, Texas;

THENCE along the North and West boundary line of said Block 1, Thompson Terrace Addition, as follows:

149. THENCE N 61° 18' 41" W 38.73 feet, to a point;

150. THENCE S 73° 41' 19" W 13.00 feet, to a point;
151. THENCE S 28° 41' 19" W 175.03 feet, to a point;
152. THENCE S 31° 18' 40" E 31.86 feet, to a point bring Offset 91.59 feet
Right of Centerline Station 156+26.18;
153. THENCE S 28° 42' 57" W 77.92 feet, to a "MAG" nail found;
154. THENCE N 31° 18' 41" W 31.82 feet, to a point being Offset 64.00 feet
Right of Centerline Station 155+64.17;
155. THENCE S 28° 41' 19" W 817.75 feet, to a point being Offset 64.00 feet
Right of Centerline Station 147+46.42, and said point having Surface
Coordinates N: 7,007,242.30 and E: 2,381,752.67;
- C16. THENCE SOUTHWESTERLY 61.79 feet, with a curve to the right,
having a radius of 2,928.79 feet, a central angle of 01° 12' 31" and a chord
bearing S 29° 17' 34" W 61.79 feet, to a point at the end of said curve;
156. THENCE S 22° 30' 20" E 33.21 feet, to a point;
157. THENCE S 45° 32' 18" W 107.26 feet, to a ½" iron rod found at the
Northwest corner of the tract of land conveyed to Proper Tea Holdings, LLC, by
the deed recorded in County Clerk's File No. D222120022, of the Deed
Records of Tarrant County, Texas;
- C17. THENCE SOUTHWESTERLY 43.67 feet, with a curve to the right,
having a radius of 2,928.79 feet, a central angle of 00° 51' 16" and a chord
bearing S 32° 44' 31" W 43.67 feet, to a point at the end of said curve;
158. THENCE S 32° 33' 45" W 125.23 feet, to a point;
- C18. THENCE SOUTHWESTERLY 59.73 feet, with a curve to the right,
having a radius of 2,932.79 feet, a central angle of 01° 10' 01" and a chord
bearing S 36° 11' 59" W 59.73 feet, to a Texas Department of Transportation
right-of-way monument found at the end of said curve;
159. THENCE S 08° 15' 51" E 40.08 feet, to a point;
160. THENCE S 39° 01' 14" W 79.97 feet, crossing the right-of-way of Village
Park Road, to a point;
161. THENCE S 83° 11' 19" W 39.16 feet, to a point;
- C19. THENCE SOUTHWESTERLY 271.44 feet, with a curve to the right,
having a radius of 2,932.79 feet, a central angle of 05° 18' 11" and a chord
bearing S 42° 04' 39" W 271.35 feet, to a point at the end of said curve;
162. THENCE S 44° 43' 44" W 29.99 feet, to a point;
163. THENCE S 47° 01' 10" W 100.08 feet, to a point;
164. THENCE S 44° 43' 44" W 16.96 feet, to a point;
165. THENCE N 45° 16' 15" W 3.00 feet, to a point at the Northwest corner of
Lot 6, Block 2, Village Park at Colleyville, an addition to the City of Colleyville,
Tarrant County, Texas, according to the plat recorded in Volume 388-218,
Page 33, of the Plat Records of Tarrant County, Texas;

166. THENCE S 44° 43' 44" W 233.87 feet, to a point;
167. THENCE S 45° 16' 16" E 3.00 feet, to a point being Offset 61.00 feet Right of Centerline Station 135+63.57;
168. THENCE S 44° 43' 44" W 506.31 feet, to a point being Offset 64.00 feet Right of Centerline Station 130+57.26;
169. THENCE N 45° 18' 02" W 3.00 feet, to a "MAG" nail found at the Northwest corner of Lot 3, Block 2, Village Park, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-195, Page 23, of the Plat Records of Tarrant County, Texas;
170. THENCE S 44° 43' 44" W 117.56 feet, to a point;
171. THENCE S 00° 16' 20" W 45.56 feet, to a Texas Department of Transportation right-of-way monument found at the Southwest corner of aforesaid Lot 3, Block 2, Village Park;
172. THENCE S 44° 28' 07" W 59.81 feet, crossing Centerpark Drive, to a ½" iron rod found at the North corner of Lot 3R, Block 1, Centerpark Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 4075, of the Plat Records of Tarrant County, Texas;
173. THENCE S 89° 56' 55" W 41.11 feet, to a ½" iron rod found;
174. THENCE S 44° 43' 44" W 407.21 feet, to a point;
175. THENCE S 43° 17' 14" W 140.95 feet, to a point;
176. THENCE S 41° 50' 43" W 57.37 feet, to a point;
177. THENCE S 36° 42' 20" W 315.79 feet, to a point being Offset 100.00 feet Right of Centerline Station 119+00.00;
178. THENCE S 44° 43' 44" W 177.49 feet, to a Texas Department of Transportation right-of-way monument found;
179. THENCE S 51° 28' 16" W 157.26 feet, to a point being Offset 81.54 feet Right of Centerline Station 115+66.34;
180. THENCE N 62° 18' 05" W 18.34 feet, to a point being Offset 64.00 feet Right of Centerline Station 115+60.97, also lying at the Northwest corner of Lot 3, Brown Trail West Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1868, of the Plat Records of Tarrant County, Texas;
181. THENCE S 44° 43' 44" W 228.99 feet, to a point in the Northeast boundary line of the tract of land conveyed to 3M Investment Group, LLC, by the deed recorded in County Clerk's File No. D220223019, of the Deed Records of Tarrant County, Texas;
182. THENCE N 45° 16' 17" W 2.00 feet, along the Northeast boundary line of said 3M Investment Group, LLC Tract, to a point at the North corner of said 3M Investment Group, LLC Tract;

183. THENCE S 44° 43' 44" W 109.00 feet, along the Northwest boundary line of said 3M Investment Group, LLC Tract, to a point;
184. THENCE S 45° 15' 10" E 2.00 feet, to a point;
185. THENCE S 44° 43' 44" W 15.33 feet, to an "X" cut in concrete found at the West corner of said 3M Investment Group, LLC Tract;
186. THENCE S 00° 16' 37" E 44.53 feet, along the West boundary line of said 3M Investment Group, LLC Tract, to a point lying in the Northeast right-of-way line of Brown Trail, being Offset 95.49 feet Right of Centerline Station 111+76.17;
187. THENCE S 38° 41' 04" W 81.57 feet, crossing said Brown Trail, to a point being Offset 104.08 feet Right of Centerline Station 110+95.05;
188. THENCE N 86° 08' 13" W 53.00 feet, to a 5/8" iron rod marked "LTRA" found in the East right-of-way line of aforesaid Colleyville Boulevard (State Highway 26), being Offset 63.98 feet Right of Centerline Station 110+60.36;
189. THENCE N 74° 52' 07" W 156.45 feet, crossing said Colleyville Boulevard, to the POINT OF BEGINNING containing 51.607 acres (2,247,993 Square Feet) of land.

NOTES:

All coordinates and bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 North Central Zone. All distances and coordinates shown are surface values and may be converted to grid by dividing by TxDOT conversion factor for Tarrant County of 1.00012.

All stations and offsets shown are calculated relative to the project centerline (FM 1709 Baseline) unless otherwise noted.

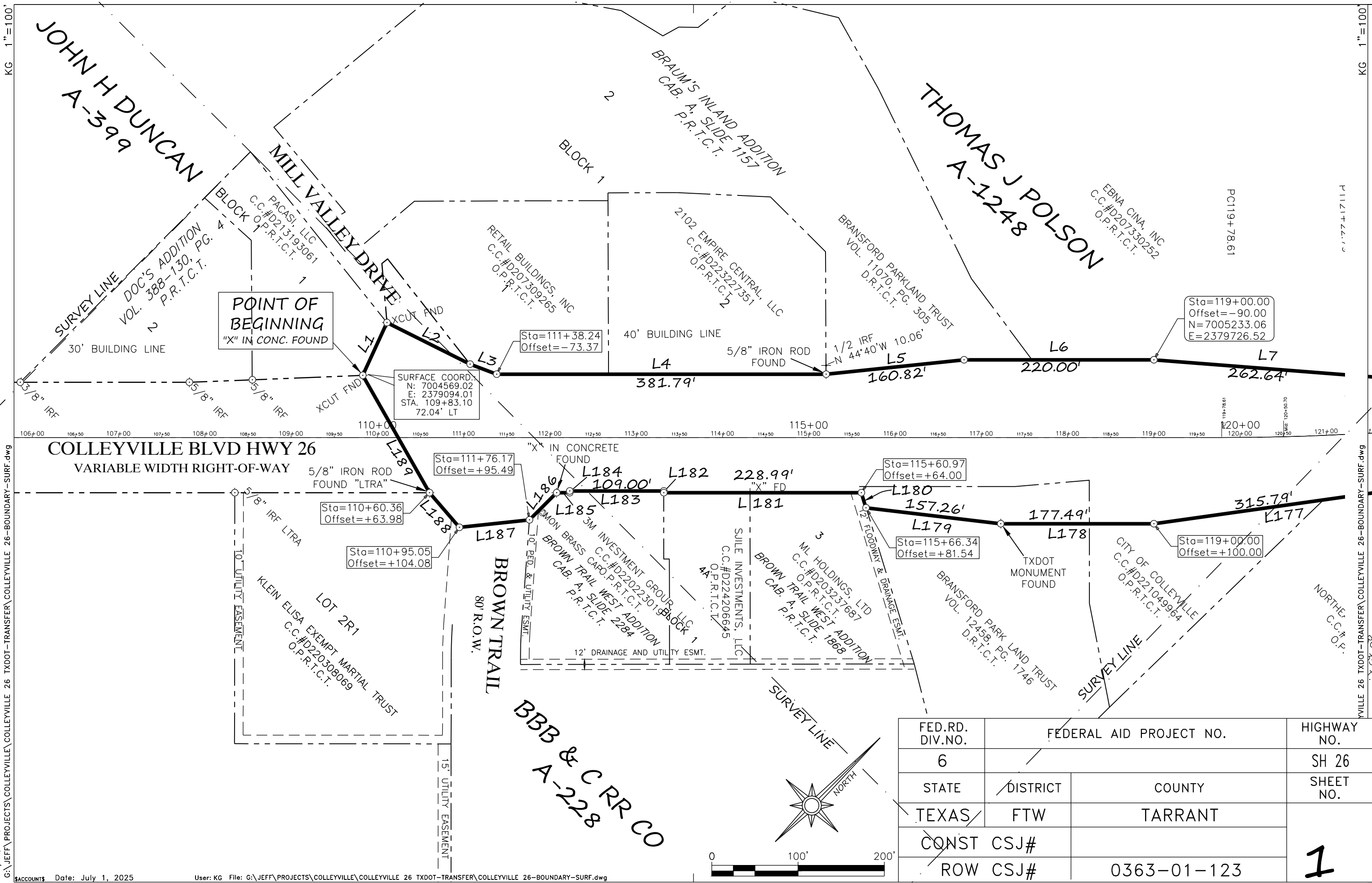
**This monument may be replaced by TxDOT type II right-of-way maker upon the completion of the highway construction project under the supervision of a registered professional land surveyor either employed or retained by TxDOT.

A plat of same date accompanies this description.

I, Krystian Golebiewski, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

Krystian Golebiewski
Registered Professional
Land Surveyor No. 6400
Brittain & Crawford LLC
3908 South Freeway
Fort Worth, Texas 76110
(817) 926-0211, admin@brittain-crawford.com



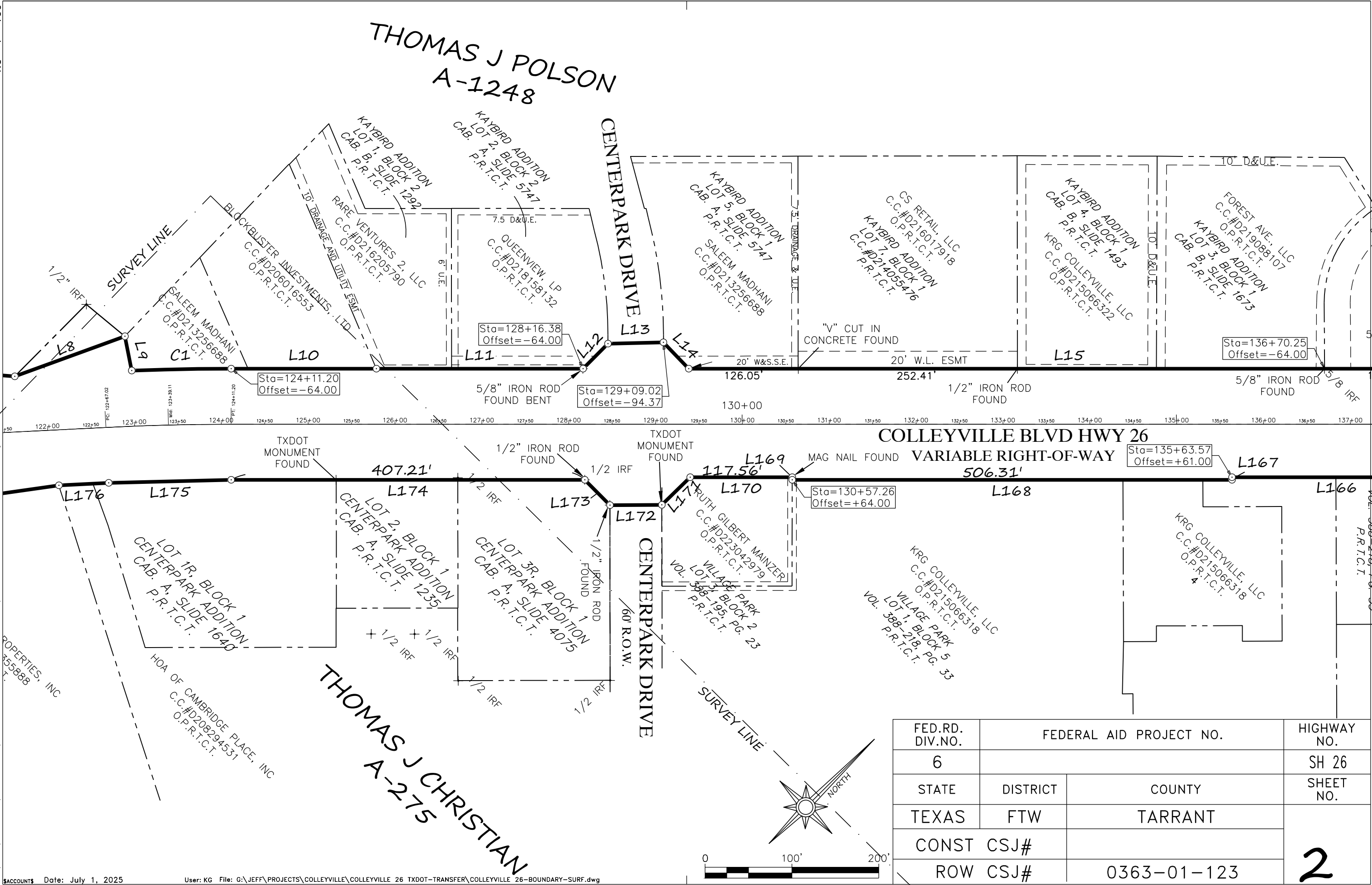


FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	1
CONST CSJ#			
ROW CSJ#		0363-01-123	

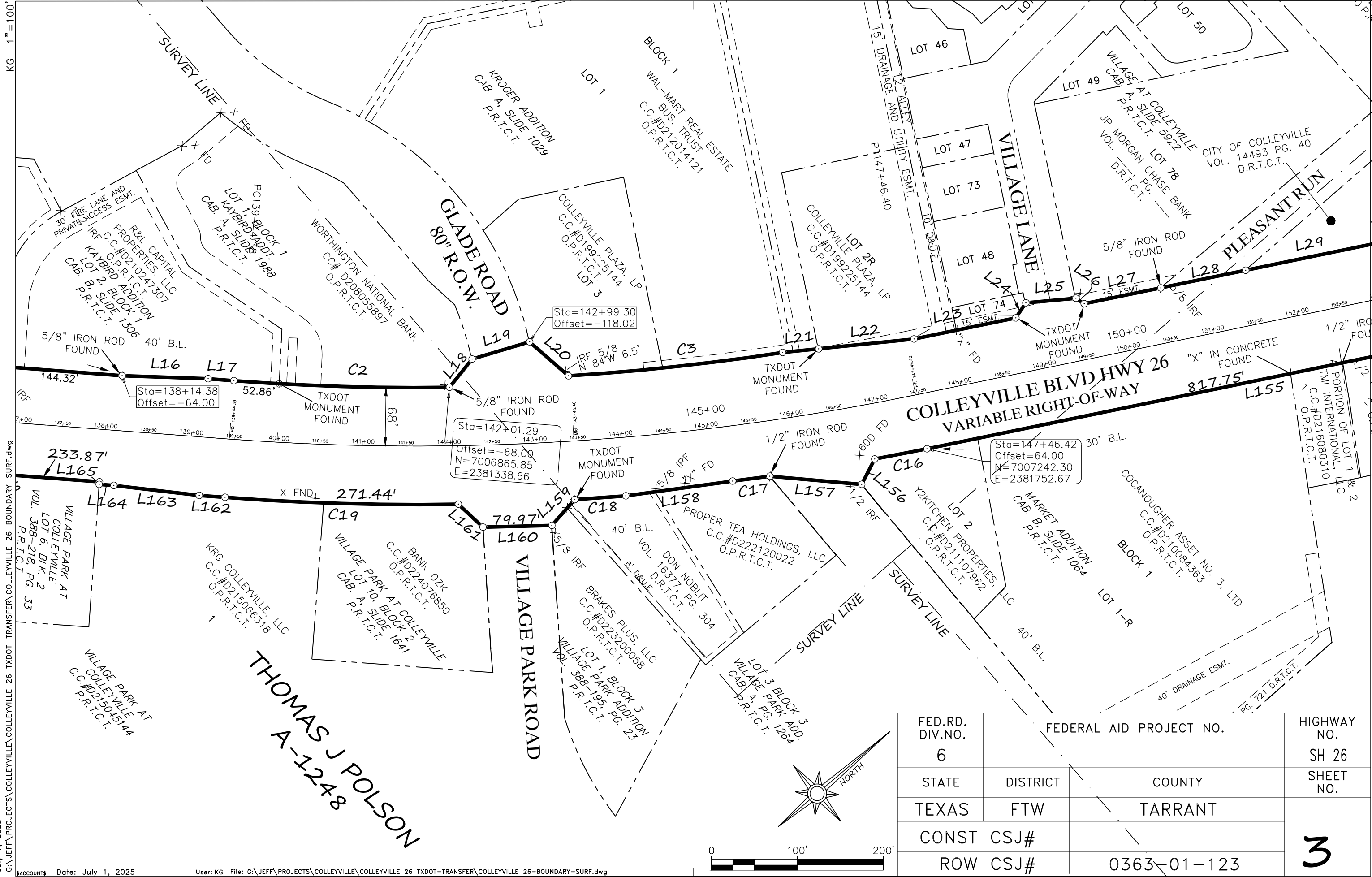
1

KG 1"=100'

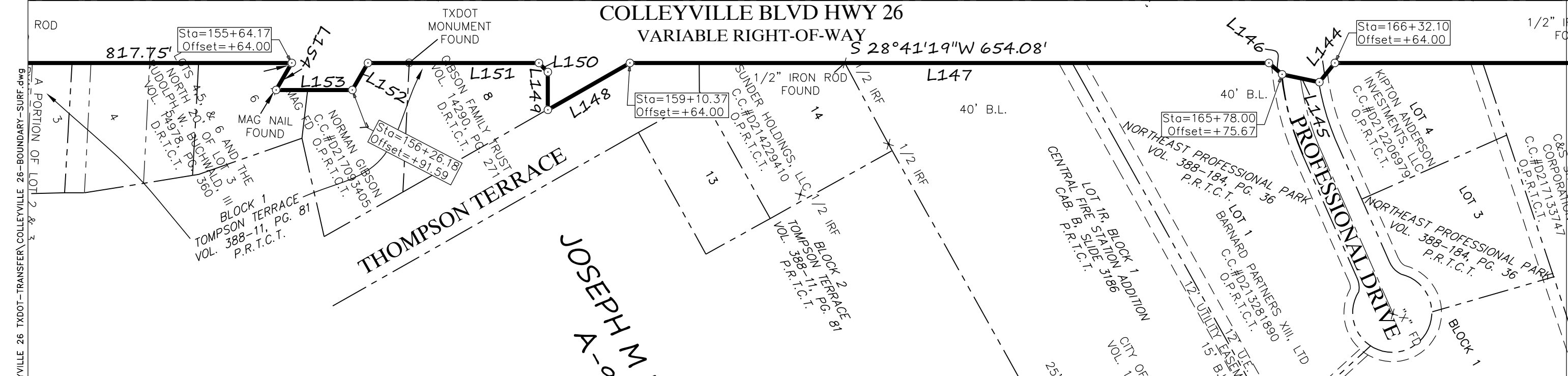
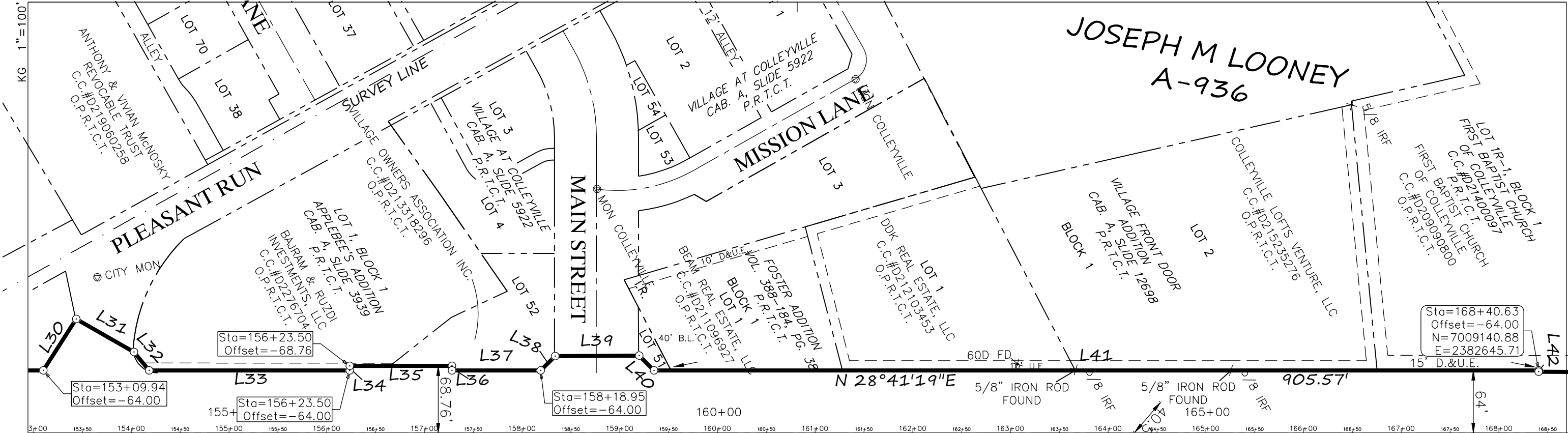
July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26-TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg



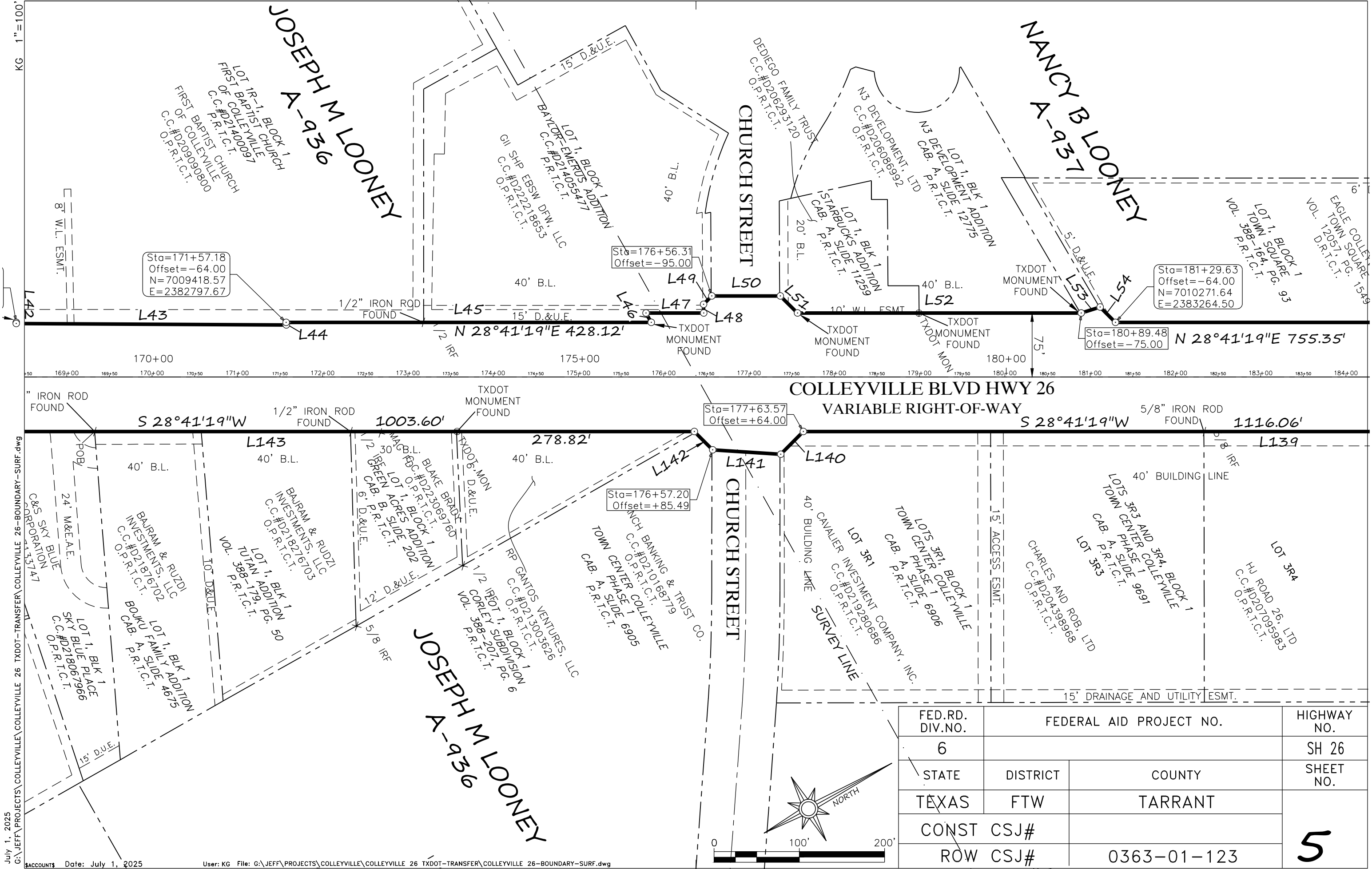
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	2
CONST CSJ#			
ROW CSJ#		0363-01-123	



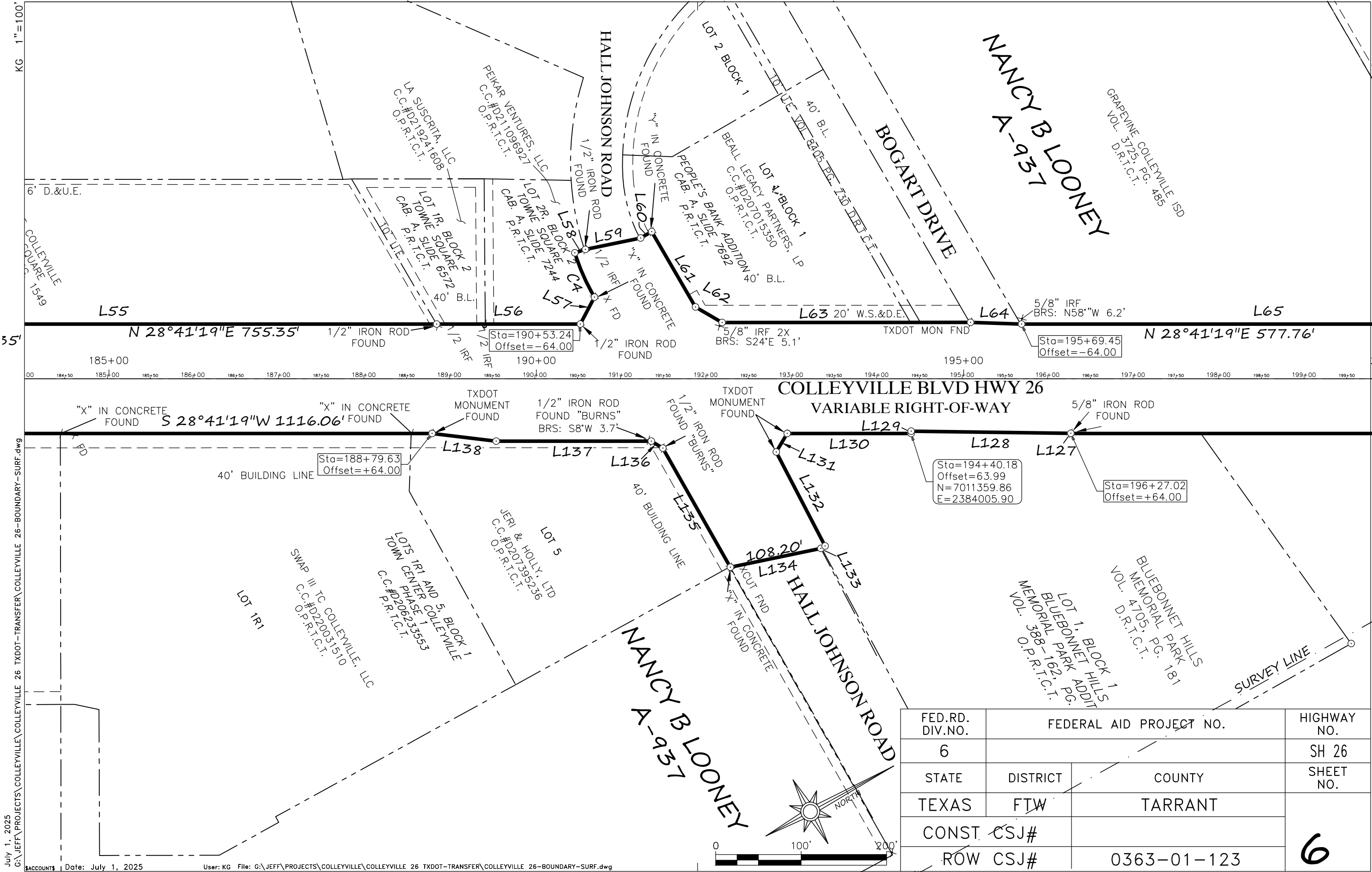
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	3
CONST CSJ#			
ROW CSJ#	0363-01-123		



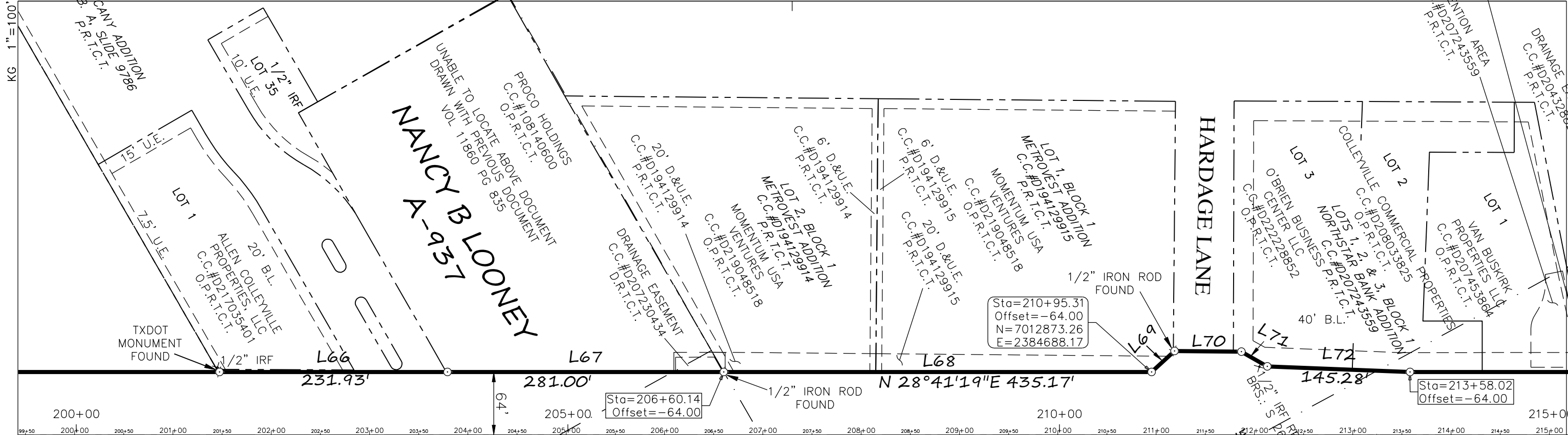
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	4
CONST CSJ#			
ROW CSJ#	0363-01-123		



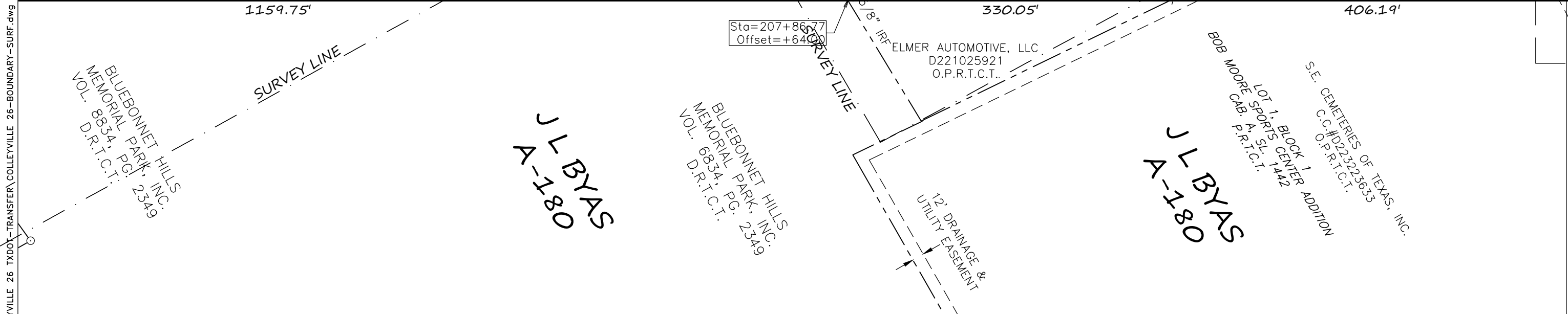
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	5
CONST ROW	CSJ#	0363-01-123	



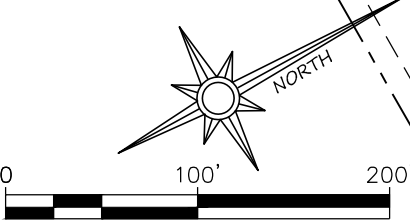
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	6
CONST CSJ#			
ROW CSJ#		0363-01-123	

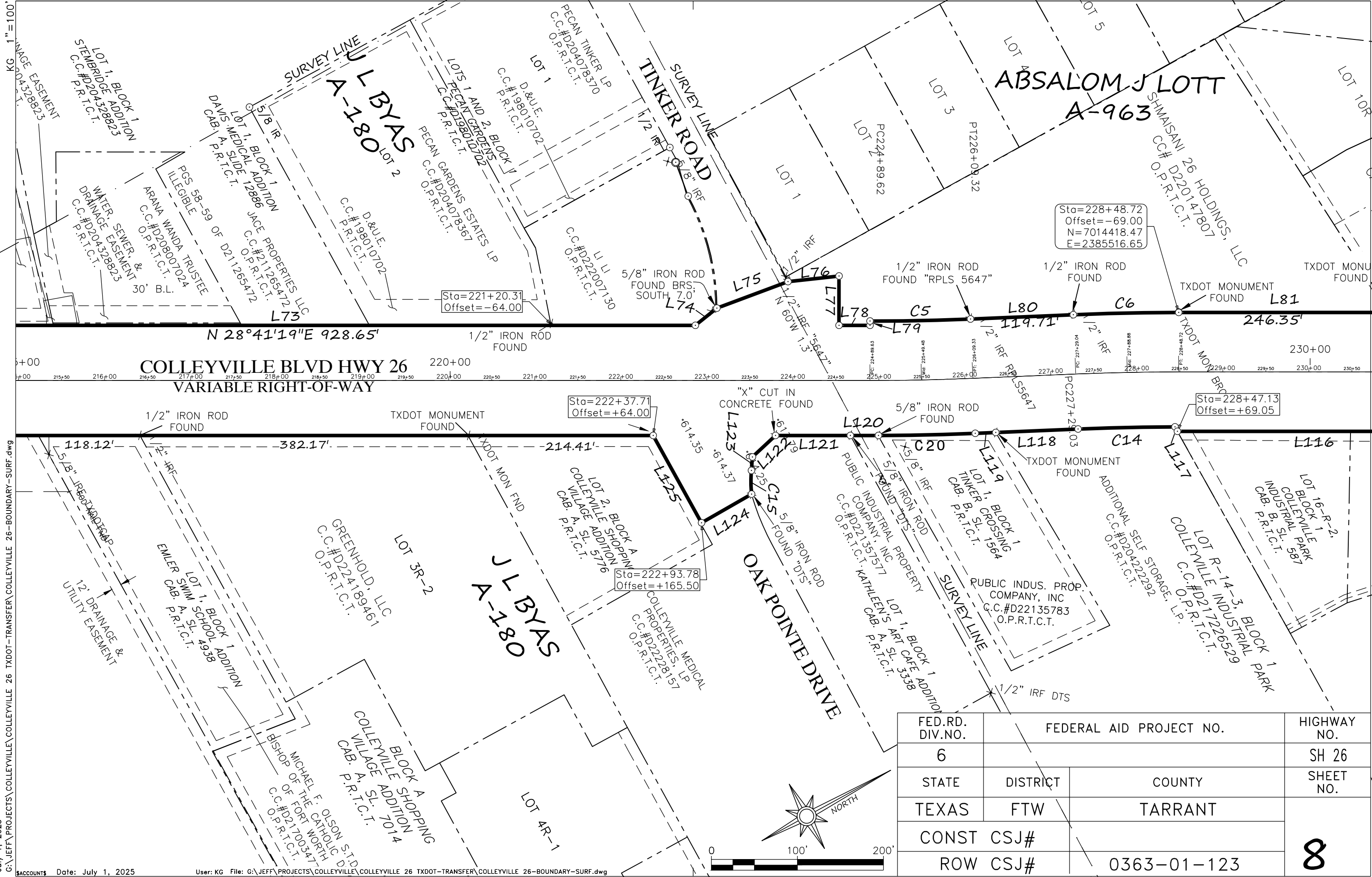


COLLEYVILLE BLVD HWY 26
VARIABLE RIGHT-OF-WAY

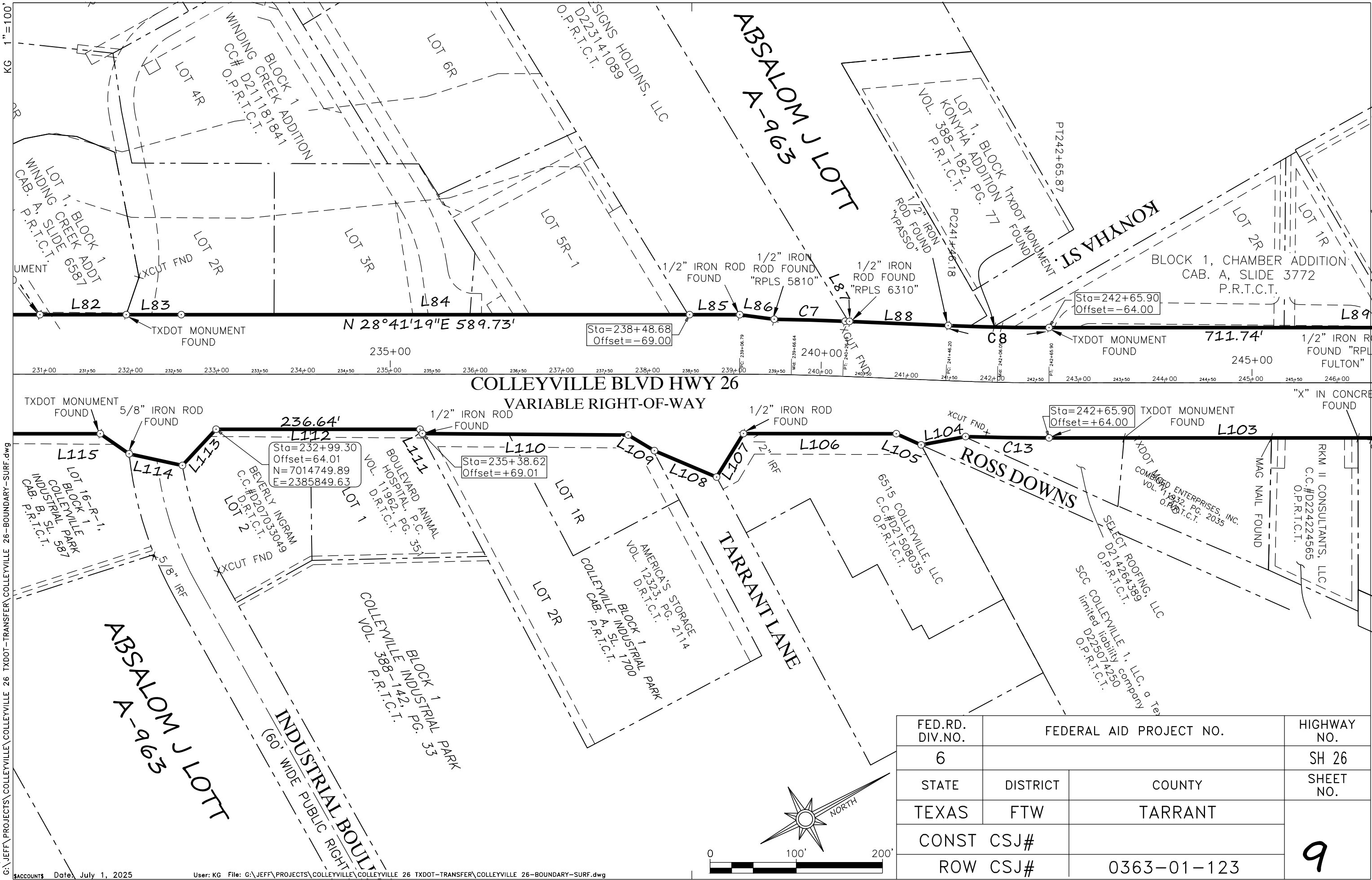


FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	7
CONST CSJ#			
ROW CSJ#	0363-01-123		





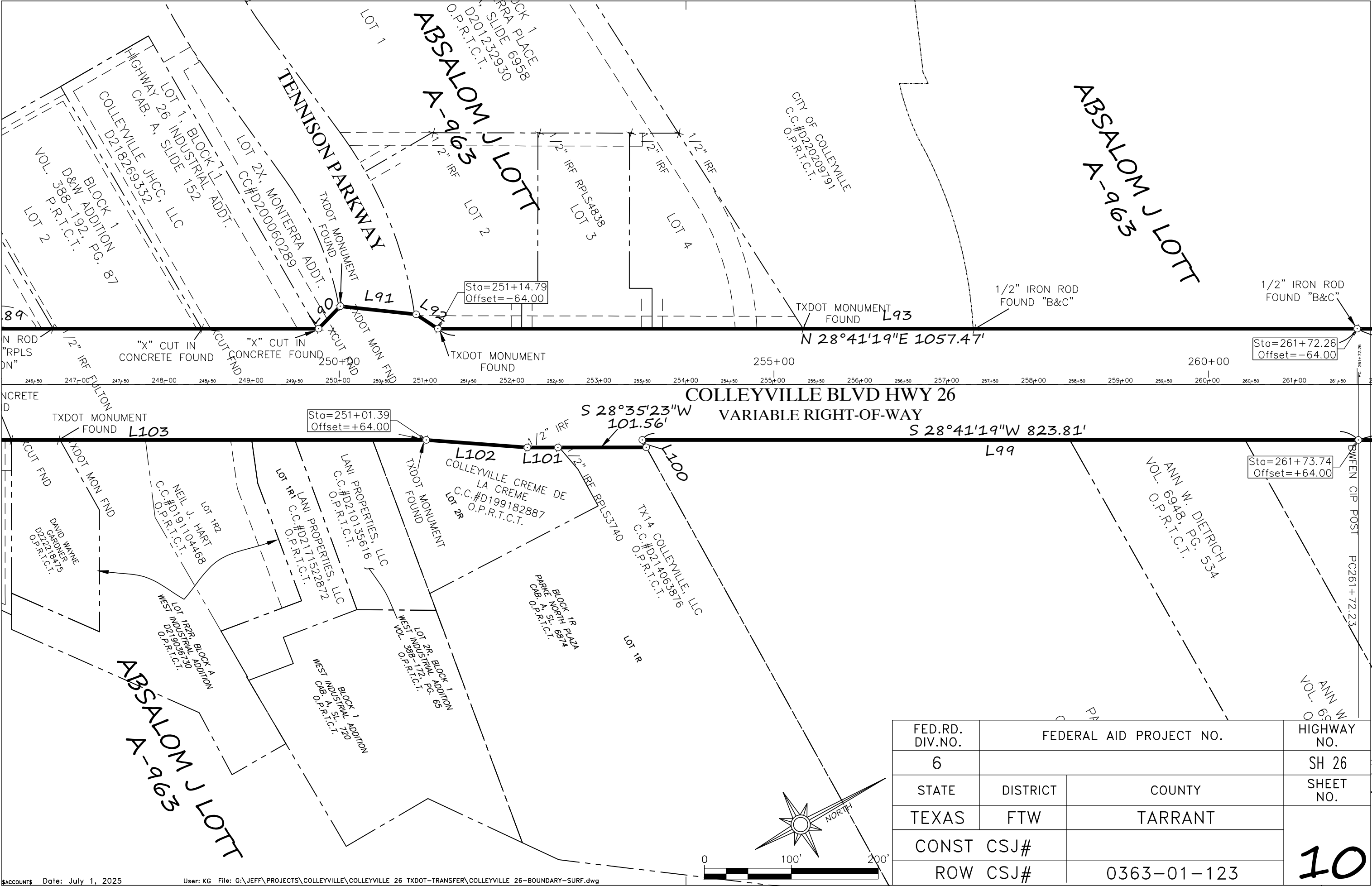
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	8
CONST CSJ#			
ROW CSJ#	0363-01-123		



FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	9
CONST CSJ#			
ROW CSJ#		0363-01-123	

KG 1"=100'

July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg

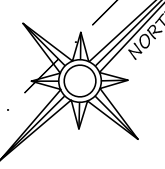
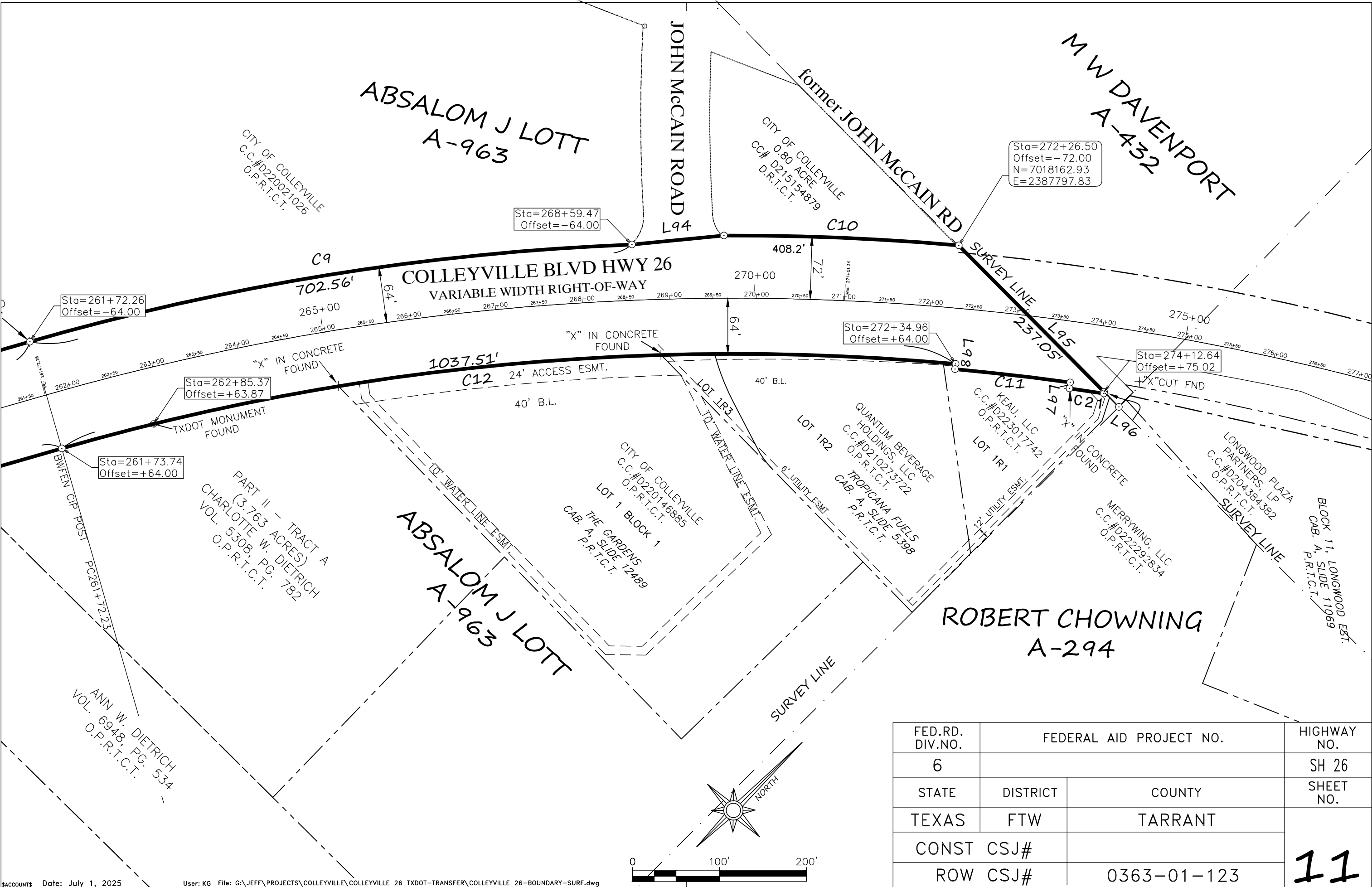


FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	10
CONST CSJ#			
ROW CSJ#		0363-01-123	

KG 1"=100'

July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg

SACCOUNTS Date: July 1, 2025 User: KG File: G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg



FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	11
CONST	CSJ#		
ROW	CSJ#	0363-01-123	

KG 1"=100'

July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg

LINE TABLE

Course	Bearing	Distance
L1	N 20°42'43" W	67.25'
L2	N 71°19'42" E	107.67'
L3	N 65°20'22" E	33.03'
L4	N 44°43'01" E	381.79'
L5	N 38°49'22" E	160.82'
L6	N 44°43'44" E	220.00'
L7	N 49°09'59" E	262.64'
L8	N 24°44'05" E	134.99'
L9	S 56°24'58" E	40.32'
L10	N 44°43'44" E	167.25'
L11	N 44°43'44" E	237.93'
L12	N 00°21'08" W	40.63'
L13	N 43°17'33" E	63.97'
L14	S 89°05'42" E	42.10'
L15	N 44°43'44" E	876.21'
L16	N 42°26'16" E	100.08'
L17	N 44°43'49" E	30.01'
L18	N 11°01'24" W	42.15'
L19	N 23°45'59" E	69.86'
L20	N 81°36'07" E	60.04'
L21	N 34°31'08" E	42.26'
L22	N 34°31'00" E	111.38'
L23	N 28°41'19" E	120.97'
L24	N 15°57'54" W	21.07'
L25	N 35°10'59" E	58.36'
L26	N 73°46'14" E	11.59'
L27	N 28°41'19" E	90.80'
L28	N 28°41'19" E	100.83'
L29	N 28°41'19" E	158.64'
L30	N 28°46'56" W	62.49'
L31	N 58°25'13" E	68.17'
L32	N 79°31'03" E	24.35'
L33	N 28°41'19" E	205.38'
L34	N 61°18'41" W	4.76'
L35	N 28°41'19" E	104.69'
L36	S 61°18'41" E	4.76'
L37	N 28°41'22" E	90.76'
L38	N 16°07'10" W	20.95'
L39	N 28°22'20" E	86.10'
L40	N 73°52'59" E	21.48'
L41	N 28°41'19" E	905.57'
L42	S 61°19'55" E	1.33'
L43	N 28°57'47" E	316.62'
L44	N 62°39'34" W	2.85'
L45	N 28°41'19" E	428.12'
L46	S 89°15'57" W	12.63'
L47	N 28°41'19" E	67.65'
L48	N 62°13'25" W	10.23'
L49	N 16°27'12" W	13.79'
L50	N 28°40'51" E	80.36'
L51	N 73°32'40" E	28.36'
L52	N 28°41'24" E	332.71'
L53	N 10°52'17" E	23.17'
L54	N 73°41'19" E	25.58'

Course	Bearing	Distance
L55	N 28°41'19" E	755.35'
L56	N 28°41'19" E	168.26'
L57	N 33°46'18" W	35.53'
L58	N 10°42'04" E	12.93'
L59	N 16°59'40" E	66.05'
L60	N 01°23'34" W	15.04'
L61	N 88°36'26" E	102.07'
L62	N 58°38'54" E	36.08'
L63	N 28°40'52" E	290.60'
L64	N 30°37'25" E	59.76'
L65	N 28°41'19" E	577.76'
L66	N 28°41'19" E	231.93'
L67	N 28°41'19" E	281.00'
L68	N 28°41'19" E	435.17'
L69	N 14°05'59" W	31.63'
L70	N 29°16'44" E	68.02'
L71	N 58°29'14" E	30.32'
L72	N 30°56'39" E	145.28'
L73	N 28°41'19" E	928.65'
L74	N 10°00'44" W	32.03'
L75	N 07°23'19" E	88.78'
L76	N 23°47'57" E	59.55'
L77	S 61°18'41" E	57.35'
L78	N 28°41'19" E	35.92'
L79	N 61°18'41" W	5.00'
L80	N 26°17'41" E	119.71'
L81	N 28°41'19" E	246.35'
L82	N 28°41'19" E	100.08'
L83	N 28°41'19" E	63.80'
L84	N 28°41'19" E	589.73'
L85	N 28°41'19" E	58.11'
L86	N 36°11'55" E	40.35'
L87	N 31°04'57" E	5.10'
L88	N 31°04'57" E	114.61'
L89	N 28°41'19" E	711.74'
L90	N 17°16'50" W	35.95'
L91	N 34°45'32" E	87.65'
L92	N 62°14'29" E	30.00'
L93	N 28°41'19" E	1057.47'
L94	N 39°08'51" E	106.19'
L95	N 89°56'35" E	237.05'
L96	S 36°30'11" E	1.98'
L97	N 37°45'34" W	7.00'
L98	N 39°57'33" W	6.00'
L99	S 28°41'19" W	823.81'
L100	N 89°37'54" E	9.57'
L101	S 28°35'23" W	35.18'
L102	S 32°54'51" W	116.74'
L103	S 28°41'19" W	835.48'
L104	S 18°04'35" W	52.31'
L105	S 52°47'07" W	31.54'
L106	S 28°47'04" W	177.43'
L107	S 29°36'51" E	59.42'
L108	S 51°42'34" W	78.38'

Course	Bearing	Distance
L109	S 59°38'26" W	35.27'
L110	S 29°04'25" W	238.94'
L111	N 89°31'00" W	5.68'
L112	S 28°41'19" W	236.64'
L113	S 18°23'59" E	57.25'
L114	S 41°00'16" W	63.25'
L115	S 63°34'14" W	40.82'
L116	S 28°41'49" W	317.87'
L117	S 89°29'23" W	5.79'
L118	S 26°17'41" W	95.77'
L119	S 26°17'41" W	23.94'
L120	S 28°39'34" W	32.58'
L121	S 28°41'19" W	87.04'
L122	S 14°14'06" E	36.71'
L123	S 57°09'09" E	15.57'
L124	S 01°05'56" E	67.12'
L125	S 89°46'26" W	115.96'
L126	S 28°41'19" W	2610.69'
L127	N 61°18'41" W	0.22'
L128	S 29°27'15" W	186.86'
L129	S 61°19'07" E	2.71'
L130	S 28°41'19" W	144.97'
L131	S 30°39'39" E	25.05'
L132	S 88°43'35" E	123.99'
L133	S 01°10'07" E	5.69'
L134	S 16°57'39" W	108.20'
L135	S 89°07'30" W	160.13'
L136	S 60°06'33" W	15.64'
L137	S 28°41'19" W	181.66'
L138	S 35°31'43" W	75.54'
L139	S 28°41'19" W	1116.06'
L140	S 16°18'55" E	37.53'
L141	S 32°18'21" W	80.00'
L142	S 73°41'04" W	30.40'
L143	S 28°41'19" W	1003.60'
L144	S 22°15'03" E	25.20'
L145	S 40°21'41" W	39.04'
L146	S 69°25'54" W	17.88'
L147	S 28°41'19" W	654.08'
L148	S 01°00'17" E	96.74'
L149	N 61°18'41" W	38.73'
L150	S 73°41'19" W	13.00'
L151	S 28°41'19" W	175.03'
L152	S 31°18'40" E	31.86'
L153	S 28°42'57" W	77.92'
L154	N 31°18'41" W	31.82'
L155	S 28°41'19" W	817.75'
L156	S 22°30'20" E	33.21'
L157	S 45°32'18" W	107.26'
L158	S 32°33'45" W	125.23'
L159	S 08°15'51" E	40.08'
L160	S 39°01'14" W	79.97'
L161	S 83°11'19" W	39.16'
L162	S 44°43'44" W	29.99'

Course	Bearing	Distance
L163	S 47°01'10" W	100.08'
L164	S 44°43'44" W	16.96'
L165	N 45°16'15" W	3.00'
L166	S 44°43'44" W	233.87'
L167	S 45°16'16" E	3.00'
L168	S 44°43'44" W	506.31'
L169	N 45°18'02" W	3.00'
L170	S 44°43'44" W	117.56'
L171	S 00°16'20" W	45.56'
L172	S 44°28'07" W	59.81'
L173	S 89°56'55" W	41.11'
L174	S 44°43'44" W	407.21'
L175	S 43°17'14" W	140.95'
L176	S 41°50'43" W	57.37'
L177	S 36°42'20" W	315.79'
L178	S 44°43'44" W	177.49'
L179	S 51°28'16" W	157.26'
L180	N 62°18'05" W	18.34'
L181	S 44°43'44" W	228.99'
L182	N 45°16'17" W	2.00'
L183	S 44°43'44" W	109.00'
L184	S 45°15'10" E	2.00'
L185	S 44°43'44" W	15.33'
L186	S 00°16'37" E	44.53'
L187	S 38°41'04" W	81.57'
L188	N 86°08'13" W	53.00'
L189	N 74°52'07" W	156.45'

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	12
CONST CSJ#			
ROW CSJ#		0363-01-123	

CURVE TABLE

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	2928.78'	114.43'	2°14'19"	114.42'	N 43°36'35" E
C2	2796.79'	250.80'	5°08'17"	250.72'	N 42°09'36" E
C3	2788.79'	250.26'	5°08'30"	250.17'	N 34°10'19" E
C4	242.41'	56.88'	13°26'38"	56.75'	N 85°10'24" W
C5	2795.79'	116.81'	2°23'38"	116.81'	N 27°29'30" E
C6	2933.79'	122.56'	2°23'37"	122.55'	N 27°29'29" E
C7	2928.79'	82.37'	1°36'41"	82.36'	N 30°16'36" E
C8	2800.79'	117.02'	2°23'38"	117.02'	N 29°53'08" E
C9	2928.79'	702.56'	13°44'39"	700.88'	N 35°33'38" E
C10	2936.79'	270.22'	5°16'19"	270.12'	N 47°08'15" E
C11	2794.79'	133.18'	2°43'49"	133.17'	S 51°18'27" W
C12	2800.79'	1037.51'	21°13'28"	1031.59'	S 39°19'50" W
C13	2929.13'	96.94'	1°53'46"	96.94'	S 29°38'12" W
C14	2800.79'	112.63'	2°18'15"	112.63'	S 27°26'48" W
C15	150.02'	27.67'	10°34'03"	27.63'	S 61°40'22" E
C16	2928.79'	61.79'	1°12'31"	61.79'	S 29°17'34" W
C17	2928.79'	43.67'	0°51'16"	43.67'	S 32°44'31" W
C18	2932.79'	59.73'	1°10'01"	59.73'	S 36°11'59" W
C19	2932.79'	271.44'	5°18'11"	271.35'	S 42°04'39" W
C20	2928.79'	112.53'	2°12'05"	112.52'	S 27°23'44" W
C21	2787.79'	40.02'	0°49'21"	40.02'	S 53°05'06" W

LEGEND:

BRS: BEARS (LOCATED)
C.M. - CONTROLLING MONUMENT
IRF - IRON ROD FOUND 
IRS - IRON ROD SET 
ROW - RIGHT-OF-WAY
P/L - PROPERTY LINE
C/L - CENTER LINE
P.R.T.C.T. - PLAT RECORDS OF
TARRANT COUNTY, TEXAS

NOTES:

All coordinates and bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 North Central Zone. All distances and coordinates shown are surface values (unless otherwise noted) and may be converted to grid by dividing by TxDOT conversion factor for Tarrant County of 1.00012.

All stations and offsets shown are calculated relative to the project centerline (SH 26 Baseline) unless otherwise noted.

****This monument may be replaced by TxDOT type II right-of-way maker upon the completion of the highway construction project under the supervision of a registered professional land surveyor either employed or retained by TxDOT.**

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	13
CONST	CSJ#		
ROW	CSJ#	0363-01-123	

HISTORY

Previous Council Actions

- 12/16/14 – Resolution R-14-3824
- 12/16/14 – Resolution R-14-3825
- 2/17/15 – Resolution R-15-3850
- 12/1/15 – Resolution R-15-3936
- 12/2/15 – Memorandum of Understanding (MOU)

Subject of Turnback Conveyance

- SH26 – John McCain to Brown Trail (3 miles)
 - Six lane roadway (seven lane cross-section)
 - 130' wide right of way
 - Sidewalks
 - Streetlights
 - Intersections
 - Traffic signals
 - Roadway signage

Past Council Action

- **12/16/14** Resolution R-14-3824 adopted by City Council with a vote of 5-1. The resolution requests TxDOT complete the reconstruction of SH26 with a six lane design with funding coming from the North Central Texas Council of Governments for the additional lanes (from the previous design of four lanes to the new six-lane design).

Past Council Action (continued)

- **12/16/14** - Resolution R-14-3825 adopted by City Council with a vote of 4-2 “commits to the utilization of the turnback program for the full reconstruction of SH26” and provides the following language relating to the turnback:

Resolution R-14-3825 Excerpt

- City Council respectfully requests the Texas Department of Transportation fully fund the reconstruction of State Highway 26/Colleyville Boulevard from John McCain Road to Brown Trail.
- City Council agrees upon the completion of the reconstruction of State Highway 26/Colleyville Boulevard, the City will respectfully request the Texas Department of Transportation remove from the State Highway System the portion of State Highway 26/Colleyville Boulevard from John McCain Road to Brown Trail, including the transfer of the right-of-way to the City of Colleyville, as soon as feasible. The City Manager, or her designee, is directed to negotiate such an agreement subject to the final approval of the City Council.

Past Council Action (continued)

- **2/17/15** - Resolution R-15-3850 adopted by City Council with a vote of 7-0 providing for funding of the SH26 reconstruction with proposed project funding breakdown in an attached exhibit (Exhibit C). While the Exhibit provides for \$2M in local contribution from Colleyville, the resolution only provides authorization for an amount not to exceed \$1.7 M in project funding.

Past Council Action (continued)

- **12/1/15** – Resolution R-15-3936 adopted by City Council with a vote of 7-0 provided for the execution of a Memorandum of Understanding between the City of Colleyville, Tarrant County, TxDOT and the Regional Transportation Council. All parties are signatories to the MOU with Mayor Kelly signing on 12/2/15. The MOU includes the following language in Section VI:

Resolution R-15-3936: Sec. VI Turnback Agreement

VI. TURNBACK AGREEMENT

Once this project is complete, the City of Colleyville will be responsible for maintenance and control of the corridor (pavement, signals, striping, signage, etc.) from south of John McCain Road to 400 feet south of Brown Trail. The Turn back Agreement shall establish the specifics of the conveyance of the real property interest from the State to the City of Colleyville on the section of SH 26 from south of John McCain Road to South of Brown Trail. The Turnback Agreement shall also state that the City will be responsible for the operation, maintenance, and will take over ownership of the traffic signals at the John McCain Road Intersection and the Longwood Drive intersection. As part of this transfer of responsibility, TxDOT will commit \$10,900,000 for the construction of the section of S.H. 26 from south of John McCain Road to Hall-Johnson Road and will lead the construction of both sections. Upon completion of the project per design and contract specifications and acceptance of the reconstructed roadway, the City will assume responsibility for S.H. 26 maintenance and control, which is consistent with the 2014 Memorandum of Understanding Regarding the Texas Department of Transportation's Voluntary Turn back Program.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4g

Agenda Date 8/5/2025

Number Resolution R-25-5063

Type Resolution

Department City Manager

Title

Approving an Interlocal Cooperation Agreement between the North Central Texas Council of Governments and the City of Colleyville for traffic signal maintenance

Explanation

Reading and Public Hearing

This item provides for the City to enter into an Interlocal Cooperation Agreement with the North Central Texas Council of Governments (NCTCOG) for five years of funding for signal maintenance along the Colleyville portion of SH26. NCTCOG is the designated Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth metropolitan area and the Regional Transportation Council (RTC) acts as the MPO Policy Committee. The RTC voted in July to award RTC local funding to the City for the maintenance of the traffic signals.

Financial Impact

Total grant funding is a maximum of \$30,000 annually for five years.

Recommendation

Approve

Attachments

1. Interlocal Cooperation Agreement - Colleyville - NCTCOG - Traffic Signal Maintenance
2. NCTCOG Traffic Signal Maintenance Grant presentation

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
CITY OF COLLEYVILLE
FOR
TRAFFIC SIGNAL MAINTENANCE**

WHEREAS, the City of Colleyville is a home rule municipality located in Tarrant County, Texas; and

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been designated as the Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth Metropolitan Area by the Governor of Texas in accordance with federal law; and,

WHEREAS, the Regional Transportation Council (RTC), the MPO Policy Committee comprised primarily of local elected officials, is the regional transportation policy body associated with NCTCOG and has been and continues to be a forum for cooperative decisions on transportation; and,

WHEREAS, it is the goal of the RTC to encourage and provide opportunities to develop innovative projects and outcomes in the Dallas-Fort Worth Metropolitan Area; and,

WHEREAS, on July 10, 2025, the RTC awarded RTC Local funding to the City of Colleyville for the maintenance of 10 traffic signals in the City of Colleyville; and,

WHEREAS, on July 24, 2025, the Executive Board in its capacity as the RTC's fiduciary agent, authorized NCTCOG to enter into an agreement with City of Colleyville for RTC Local funds awarded by the RTC; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code provides authority for the North Central Texas Council of Governments and local governments to enter into this agreement for the provision of governmental functions and services of mutual interest.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE 1. PARTIES

- 1.1 Parties.** This Agreement, hereinafter referred to as the "Agreement", is made and entered into by and between the North Central Texas Council of Governments, hereinafter referred to as "**NCTCOG**", and City of Colleyville, hereinafter referred to as "**LOCAL GOVERNMENT**". The **NCTCOG** and **LOCAL GOVERNMENT** may each be referred to as a "Party" may be collectively referred to as "Parties" to this Agreement.

ARTICLE 2. FUNDING

- 2.1. Award Amount.** The **NCTCOG** will reimburse the **LOCAL GOVERNMENT'S** eligible costs for activities outlined in the Scope of Work (SCOPE) under the conditions in this Agreement not to exceed an annual amount of thirty thousand dollars (\$30,000) for each year of this Agreement for a total not to exceed of one-hundred fifty thousand dollars (\$150,000). To the extent **LOCAL GOVERNMENT's** cost for a given year is less than \$30,000, such amounts shall not carryover into the next year.
- 2.2. Notice to Proceed.** **LOCAL GOVERNMENT** is authorized to incur eligible costs under this Agreement only 1) upon execution and after the effective date of this Agreement and 2) upon providing NCTCOG an executed agreement between the Texas Department of Transportation and Local Government to transfer SH 26 from approximately south of John McCain Road to 400 feet south of Brown Trail to the Local Government as an off-system facility to be managed and maintained by Local Government.

ARTICLE 3. SCOPE OF WORK

- 3.1 Scope.** The **LOCAL GOVERNMENT** shall perform the agreed upon SCOPE outlined in Appendix A of this Agreement.
- 3.2 Scope of Work Changes.** Changes to the SCOPE must be agreed to by both Parties in writing.

ARTICLE 4. PAYMENTS

- 4.1 Reimbursement.** Reimbursement shall be made only for activities outlined in Appendix A. Requests for Reimbursement should be submitted in **LOCAL GOVERNMENT** letterhead and should be accompanied by documentation of activities, applicable receipts, and proof of payment. Any reimbursement under this Agreement shall be payable only after eligible costs and activities are approved by **NCTCOG**. **NCTCOG** will approve payments as soon as practicable, but not later than forty-five (45) days after a complete Request for Reimbursement has been received, provided that complete and accurate supporting documentation has been submitted to **NCTCOG**. **NCTCOG** may deem a Request for Reimbursement incomplete if the data and/or documentation are incomplete or improper, or if the **LOCAL GOVERNMENT** fails to submit necessary reports or provide other information requested by the **NCTCOG** under the terms of this Agreement. The **NCTCOG** may reject requests for reimbursements which fail to demonstrate that costs are eligible for reimbursement and/or which fail to conform to the requirements of this Agreement.

Costs incurred prior to the effective date of this Agreement are not eligible for reimbursement.

- 4.2 Reimbursement Requests.** Reimbursement requests prepared by the **LOCAL GOVERNMENT** shall be submitted no more frequently than monthly, and at

minimum on each anniversary of the execution of this agreement to **NCTCOG** at the e-mail address below:

North Central Texas Council of Governments
Email: TRgrants@nctcog.org

- 4.3 Certification.** As part of any reimbursement request, **LOCAL GOVERNMENT** shall certify to **NCTCOG/RTC** that the project meets the standards and procedures established by **LOCAL GOVERNMENT'S** governing body.

6. TERM, MODIFICATION, AND SEVERABILITY

- 6.1 Term.** This Agreement shall be effective on September 1, 2025 and shall remain in effect until it is terminated or August 31, 2030, whichever is earlier.
- 6.2 Termination.** This Agreement shall automatically terminate once **LOCAL GOVERNMENT** obtains the capacity to manage and maintain traffic signals identified in Appendix A through internal **LOCAL GOVERNMENT** staff or resources. Either Party may terminate this Agreement by giving 30 days written notice to the other Party. The Parties may terminate this Agreement at any time by mutual written concurrence.
- 6.3 Changed Circumstances.** If future federal, State, or local statute, ordinance, regulation, rule, or action render this Agreement, in whole or in part, illegal, invalid, unenforceable, or impractical, the parties agree to delete and/or to modify such portions of the Agreement as are necessary to render it valid, enforceable, and/or practical. Each section, paragraph, or provision of this Agreement shall be considered severable, and if, for any reason, any section, paragraph, or provision herein is determined to be invalid under current or future law, regulation, or rule, such invalidity shall not impair the operation of or otherwise affect the valid portions of this instrument.
- 6.4 Severability.** In the event any one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.
- 6.5 Assignment.** Without the prior written consent of the **NCTCOG**, the **LOCAL GOVERNMENT** may not transfer or assign any rights or duties under or any interest in this Agreement.
- 6.6 Amendments.** Amendments to this Agreement must be signed by each Party.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1 Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provisions.

7.2 Disputes and Remedies. The **LOCAL GOVERNMENT** and the **NCTCOG** shall negotiate in good faith toward resolving any disputes that arise under this Agreement. This agreement does not limit any remedy or right under law available to a Party to enforce the terms herein.

7.3 Notice. All notices regarding this Agreement shall be in writing and shall be delivered to the persons identified below:

NCTCOG

Mailing Address:

Michael Morris, P.E.,
Transportation Director
North Central Texas Council of Governments
P.O. Box 5888
Arlington, Texas 76011

NCTCOG Project Manager

Natalie Bettger
Senior Program Manager
North Central Texas Council of Governments
Arlington, Texas 76005-5888

LOCAL GOVERNMENT

Mailing and Physical Address:

7.4 Responsibility of the Parties. **NCTCOG** and the **LOCAL GOVERNMENT** agree that neither party is an agent, servant, or employee of the other party and agrees it is solely responsible for its individual acts and deeds as well as the deeds of its contractors, employees, representatives and agents. **LOCAL GOVERNMENT** agrees that **NCTCOG** shall have no liability or responsibility for **LOCAL GOVERNMENT'S** maintenance of the traffic signals in Appendix A other than as specified in this Agreement.

7.5 Force Majeure. It is expressly understood and agreed by the parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within reasonable time of the existence of such force majeure.

7.6 Audits. **NCTCOG** reserves the right to conduct financial and program monitoring of all awards to the **LOCAL GOVERNMENT** and to perform an audit of all records related to this Agreement. An audit by **NCTCOG** may encompass an examination

of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this Agreement.

7.7 Contractual Relationship. It is understood and agreed that the relationship described in this Agreement between the parties is contractual in nature and is not to be construed to create a partnership of joint venture or agency relationship between the parties. Nor shall any party be liable for any debts incurred by the other party in the conduct of such other party's business or functions.

7.8 Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

APPENDICES

The following appendices are attached and made part of this Agreement.

Appendix A Scope of Work

IN WITNESS WHEREOF, the Parties have executed this Agreement. This Agreement is effective on the day the last party signs.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Todd Little
Executive Director

CITY OF COLLEYVILLE

Jerry Ducay
City Manager

APPENDIX A SCOPE OF WORK

The Local Government will maintain and operate ten traffic signals along State Highway (SH) 26 at the following intersections:

- a. Brown Trail / Mill Valley Drive
- b. Centerpark Drive
- c. Glade Road
- d. Main Street / Thompson Terrace
- e. Mission Lane / Central Fire Station
- f. Church Street
- g. Hall-Johnson Road
- h. Tinker Road / Oak Point Drive
- i. John McCain Road
- j. Longwood Drive

The Local Government agrees to:

1. Unless specifically noted elsewhere in this agreement, the signal timing and operational phasing shall be the responsibility of the Local Government.
2. Inspect the highway traffic signal system at a minimum of once every 12 months and replace burned out lamps or damaged sockets as may be required. Police, citizen, or other reports of burned-out lamps or other damage, which could jeopardize safety, shall be repaired or replaced as soon as possible after the report, depending on the nature of the report. Otherwise, appropriate steps shall be taken to protect the public. The reflector and lens should be cleaned each time a lamp is replaced. All replacement lamps shall equal the wattage and type of the existing lamp.
3. Keep signal poles, controller pedestals, and foundations in alignment.
4. Keep signal poles and controller cabinets tight on their foundation(s) or pedestal(s).
5. Keep traffic and pedestrian signal heads aligned and properly adjusted. Repair back plates where needed.
6. Check the controllers, conflict monitors, detector units, relays, pedestrian push buttons, and detectors a minimum of once every 12 months to ascertain that they are functioning properly and make all necessary repairs and replacements.
7. Clean reflectors, lenses, and lamps a minimum of once every twelve months.
8. Either replace the lamps of all highway traffic signal heads as a group upon expiration of the average rated lamp life or replace the lamps on a burn out basis.
9. Repair or replace any and all equipment that malfunctions or is damaged.
10. Provide alternate traffic control during a period of failure or when the controller

must be repaired. This may be accomplished through installation of a spare controller, placing the intersection on flash, manually operating the controller, or manually directing traffic through the use of proper authorities. In addition, barricades and warning signs shall be provided in accordance with the requirements of the latest edition of the *Texas Manual on Uniform Traffic Control Devices*.

11. Provide the local law enforcement agencies with the location and respective names and telephone numbers of individuals responsible for emergency maintenance.
12. Document all checks and corrective actions in a separate logbook for each intersection.

Eligible Expense Categories:

Local Government external costs to maintain the above traffic signals. Internal Local Government staff cost are not eligible.

Required Reports:

The Local Government shall produce an annual report on the status of the signals to NCTCOG's Project Manager.

4g. NCTCOG Funding for SH26 Traffic Signal Maintenance



NCTCOG is the designated Metropolitan Planning Organization (MPO) for the Dallas-Fort Worth metropolitan area and the Regional Transportation Council (RTC) acts as the MPO Policy Committee.

The RTC voted in July to award RTC local funding to the City in a total amount of \$150,000 over five years, not to exceed \$30,000 annually for the maintenance of the traffic signals at:

- Brown Trail / Mill Valley Drive
- Centerpark Drive
- Glade Road
- Main Street / Thompson Terrace
- Mission Lane / Central Fire Station
- Church Street
- Hall-Johnson Road
- Tinker Road / Oak Point Drive
- John McCain Road
- Longwood Drive



**North Central Texas
Council of Governments**





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5a

Agenda Date 8/5/2025

Number Resolution R-25-5064

Type Resolution

Department City Secretary

Title

A resolution requesting the transfer of certain public roadway described on Exhibit "A" from the Texas Department of Transportation to the City of Colleyville

Explanation

Reading and Public Hearing

With the passage of the Consent Resolution R-25-5063, items 4f and 4g, the Texas Department of Transportation requires approval of the attached resolution which states the City has agreed to the Highway Turnback Program, agrees with the property descriptions, and will undertake full jurisdiction, control, and maintenance of the roadway.

Financial Impact

Funding for the roadway maintenance is provided in the proposed FY26 budget.

Recommendation

Approve

Attachments

1. Resolution R-25-5064

RESOLUTION R-25-5064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS, REQUESTING THE TRANSFER OF THAT CERTAIN PUBLIC ROADWAY DESCRIBED HEREIN ON EXHIBIT "A" FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO THE CITY OF COLLEYVILLE

WHEREAS, the City of Colleyville wishes to undertake full jurisdiction, control, and maintenance of the property, for public road purposes, which property is situated within the City of Colleyville, and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the City of Colleyville will work to maintain and improve the aforementioned property in perpetuity.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT upon transfer of the property more particularly described in Exhibit "A" attached hereto from the State of Texas, by and through the Texas Transportation Commission, to the City of Colleyville, the City of Colleyville undertakes full jurisdiction, control, and maintenance of the property for public road purposes.
- Sec. 2. THAT, the City of Colleyville understands that, if the property is no longer used for public road purposes, if the unrestricted motor vehicle lanes are reduced in number or width, or if the capacity of the roadway is reduced at all, it shall immediately and automatically revert to the State of Texas.
- Sec. 3. THAT the Colleyville City Council authorizes the Colleyville City Manager to execute all documents necessary to effectuate this resolution.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 5TH DAY OF AUGUST 2025.

Mayor Bobby Lindamood	_____	Mark Alfonso, Place 2	_____
Brandi Elder, Place 1	_____	Ben Graves, Place 4	_____
Scotty Richardson, Place 3	_____	Tim Raine, Place 6	
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:	CITY OF COLLEYVILLE
----------------	----------------------------

Christine Loven, TRMC City Secretary	Bobby Lindamood Mayor
---	--------------------------

EXHIBIT "A"

County: Tarrant
Highway: SH 26
Limits: From: Brown Trail
to Old John McCain Road
R.O.W. CSJ: 0363-01-123

July 2, 2025

LEGAL DESCRIPTION

BEING 51.607 acres of land located in the BBB. & C. RR. CO. SURVEY, Abstract No. 228, the THOMAS J. CHRISTIAN SURVEY, Abstract No. 275, the THOMAS J. POLSON SURVEY, Abstract No. 1248, the BBB. & C. RR. CO. SURVEY, Abstract No. 206, the JOSEPH M. LOONEY SURVEY, Abstract No. 936, the NANCY B. LOONEY SURVEY, Abstract No. 937, the J. L. BYAS SURVEY, Abstract No. 180, and the ABSALOM J. LOTT SURVEY, Abstract No. 963, Colleyville, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in concrete found in the Northwest right-of-way line of said Colleyville Boulevard (State Highway 26 – a variable width public right-of-way), and said POINT OF BEGINNING being located at the most Easterly Northeast corner of the tract of land conveyed to PACASI, LLC, by the deed recorded in County Clerk's File No. D213193061, of the Official Public Records of Tarrant County, Texas, and said POINT OF BEGINNING being Offset 72.04 feet Left of Centerline Station 109+83.10, and said POINT OF BEGINNING also having a Surface Coordinate N: 7,004,569.02 and E: 2,379,094.01;

THENCE along the Northwest right-of-way line of State Highway No. 26, as follows:

1. THENCE N 20° 42' 43" W 67.25 feet, to an "X" cut in concrete found at the most Northerly corner of said Pacasi, LLC Tract;
2. THENCE N 71° 19' 42" E 107.67 feet, crossing Mill Valley Drive, to a point in the Southeast boundary line of the tract of land conveyed to Retail Buildings, Inc. by the deed recorded in County Clerk's File No. D207309265, of the Official Public Records of Tarrant County, Texas;
3. THENCE N 65° 20' 22" E 33.03 feet, along the Northeast boundary line of said Retail Buildings, Inc. Tract, to a point being Offset 73.37 feet Left of Centerline Station 111+38.24;
4. THENCE N 44° 43' 01" E 381.79 feet, along the Southeast boundary line of said Retail Buildings, Inc. Tract and the Southeast boundary line of the tract of land conveyed to 2102 Empire Central, LLC, by the deed recorded in County Clerk's File No. D223227351, of the Official Public Records of Tarrant County,

Texas, to a 5/8" iron rod found at the East corner of said 2102 Empire Central, LLC Tract;

THENCE along the Southeast boundary line of the tracts of land conveyed to Bransford Parkland Trust, by the deed recorded in Volume 11070, Page 305, of the Deed Records of Tarrant County, Texas, and the tract of land conveyed to EBNA CINA, Inc. by the deed recorded in County Clerk's File No. D207330252, of the Official Public Records of Tarrant County, Texas, as follows:

5. THENCE N 38° 49' 22" E 160.82 feet, to a point;
6. THENCE N 44° 43' 44" E 220.00 feet, to a point being Offset 90.00 feet Left of Centerline Station 119+00.00, and said point having a Surface Coordinate N: 7,005,233.06 and E: 2,379,726.52;
7. THENCE N 49° 09' 59" E 262.64 feet, to a point;
8. THENCE N 24° 44' 05" E 134.99 feet, to a point at the West corner of the tract of land conveyed to Saleem Madhani, by the deed recorded in County Clerk's File No. D213256688, of the Official Public Records of Tarrant County, Texas;
9. THENCE S 56° 24' 58" E 40.32 feet, along the West boundary line of said Madhani Tract, to a point at the South corner of said Madhani Tract;
- C1. THENCE NORTHEASTERLY 114.43 feet, along the East boundary line of said Madhani Tract, with a curve to the right, having a radius of 2,928.78 feet, a central angle of 02° 14' 19" and a chord bearing N 43° 36' 35" E 114.42 feet, to a point at the end of said curve, being Offset 64.00 feet Left of Centerline Station 124+11.20;
10. THENCE N 44° 43' 44" E 167.25 feet, along the Southeast boundary line of the tract of land conveyed to Blockbuster Investments, LTD., by the deed recorded in County Clerk's File No. D206016553, of the Official Public Records of Tarrant County, Texas, to a point at the East corner of said Blockbuster Tract;
11. THENCE N 44° 43' 44" E 237.93 feet, along the Southeast boundary line of the tract of land conveyed to Rare Ventures 2, LLC, by the deed recorded in County Clerk's File No. D216205790, of the Official Public Records of Tarrant County, Texas and the Southeast boundary line of the tract of land conveyed to Queenview, LP, by the deed recorded in County Clerk's File No. D218158132, of the Official Public Records of Tarrant County, Texas, to a 5/8" iron rod found bent at the East corner of said Queenview Tract, and being Offset 64.00 feet Left of Centerline Station 128+16.38;
12. THENCE N 00° 21' 08" W 40.63 feet, along the East boundary line of said Queenview Tract, to a point in the Southwest right-of-way line of Centerpark Drive (a 60 foot wide public right-of-way);
13. THENCE N 43° 17' 33" E 63.97 feet, crossing said Centerpark Drive, to a point in the Southwest boundary line of Lot 5, Block 1, Kaybird Addition, to the

City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5747, of the Plat Records of Tarrant County, Texas, and being Offset 94.37 feet Left of Centerline Station 129+09.02;

14. THENCE S 89° 05' 42" E 42.10 feet, along the South boundary line of said Lot 5, to a point;
15. THENCE N 44° 43' 44" E 876.21 feet, along the Southeast boundary line of said Lot 5, Kaybird Addition and also Lot 7, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas according to the plat recorded in County Clerk's File No. D214055476, of the Plat Records of Tarrant County, Texas, and Lot 4, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1493, of the Plat Records of Tarrant County, Texas, and also the Southeast boundary line of Lot 3, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1673, of the Plat Records of Tarrant County, Texas, and Lot 2, Block 1, Kaybird Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1306, of the Plat Records of Tarrant County, Texas, to a 5/8" iron rod found lying in the Southeast boundary line of said Lot 3, and said 5/8" iron rod found also being Offset 64.00 feet Left of Centerline Station 138+14.38;
16. THENCE N 42° 26' 16" E 100.08 feet, to a point;
17. THENCE N 44° 43' 49" E 30.01 feet, to a point lying at the beginning of a curve to the left;
- C2. THENCE NORTHEASTERLY 250.80 feet, along said curve to the left, having a radius of 2,796.79 feet, a central angle of 05° 08' 17" and a chord bearing N 42° 09' 36" E 250.72 feet, to a 5/8" iron rod found at the end of said curve, and said 5/8" iron rod found being Offset 68.00 feet Left of Centerline Station 142+01.29, and said 5/8" iron rod found also having a Surface Coordinate N: 7,006,865.85 and E: 2,381,338.66;
18. THENCE N 11° 01' 24" W 42.15 feet, to a point lying in the South right-of-way line of Glade Road (an 80 foot wide public right-of-way);
19. THENCE N 23° 45' 59" E 69.86 feet, crossing said Glade Road, to a point in the North right-of-way line of said Glade Road, being the South boundary line of Lot 3, Block 1, Kroger Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1029, of the Plat Records of Tarrant County, Texas, and said point being Offset 118.02 feet Left of Centerline Station 142+99.30;
20. THENCE N 81° 36' 07" E 60.04 feet, along the South boundary line of said Lot 3, to a point;

- C3. THENCE NORTHEASTERLY 250.26 feet, along a curve to the left, having a radius of 2,788.79 feet, a central angle of 05° 08' 30" and a chord bearing N 34° 10' 19" E 250.17 feet, to a point at the end of said curve;
21. THENCE N 34° 31' 08" E 42.26 feet, to a Texas Department of Transportation right-of-way monument found at the South corner of Lot 2R, Block 1, Kroger Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D212009455, of the Plat Records of Tarrant County, Texas;
22. THENCE N 34° 31' 00" E 111.38 feet, to a point;
23. THENCE N 28° 41' 19" E 120.97 feet, to a Texas Department of Transportation right-of-way monument found;
24. THENCE N 15° 57' 54" W 21.07 feet, to a point lying in the Southwest right-of-way line of Village Lane;
25. THENCE N 35° 10' 59" E 58.36 feet, crossing said Village Lane, to a point in the Southeast boundary line of Lot 78, Village at Colleyville Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5922, of the Plat Records of Tarrant County, Texas;
26. THENCE N 73° 46' 14" E 11.59 feet, along the South boundary line of said Lot 78, to a Texas Department of Transportation right-of-way monument found;
27. THENCE N 28° 41' 19" E 90.80 feet, along the Southeast boundary line of said Lot 78, to a 5/8" iron rod found;
28. THENCE N 28° 41' 19" E 100.83 feet, to a point;
29. THENCE N 28° 41' 19" E 158.64 feet, to a point being Offset 64.00 feet Left of Centerline Station 153+09.94;
30. THENCE N 28° 46' 56" W 62.49 feet, to a point in the South right-of-way line of Pleasant Run Road;
31. THENCE N 58° 25' 13" E 68.17 feet, crossing said Pleasant Run Road, to a point in the South boundary line of Lot 1, Block 1, Applebee's Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3939, of the Plat Records of Tarrant County, Texas;
32. THENCE N 79° 31' 03" E 24.35 feet, to a point in the Southeast boundary line of said Lot 1, Block 1, Applebee's Addition;
33. THENCE N 28° 41' 19" E 205.38 feet, along the Southeast boundary line of said Lot 1, Block 1, Applebee's Addition, to a point being Offset 64.00 feet Left of Centerline Station 156+23.50;
34. THENCE N 61° 18' 41" W 4.76 feet, to a point being Offset 68.76 feet Left of Centerline Station 156+23.50;
35. THENCE N 28° 41' 19" E 104.69 feet, along the Southeast boundary line of Lot 52, Village at Colleyville, an addition to the City of Colleyville, Tarrant

County, Texas, according to the plat recorded in Cabinet A, Slide 5922, of the Plat Records of Tarrant County, Texas, to a point;

36. THENCE S 61° 18' 41" E 4.76 feet, to a point;
37. THENCE N 28° 41' 22" E 90.76 feet, to a point being Offset 64.00 feet Left of Centerline Station 158+18.95;
38. THENCE N 16° 07' 10" W 20.95 feet, to a point in the South right-of-way line of Main Street;
39. THENCE N 28° 22' 20" E 86.10 feet, crossing said Main Street, to a point in the Southeast boundary line of Lot 51, of aforesaid Village at Colleyville;
40. THENCE N 73° 52' 59" E 21.48 feet, to a point;
41. THENCE N 28° 41' 19" E 905.57 feet, along the Southeast boundary line of said Lot 51, Village at Colleyville and Lot 1, Block 1, Foster Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-184, Page 38, of the Plat Records of Tarrant County, Texas, and Block 1, Village Front Door Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 12698, of the Plat Records of Tarrant County, Texas, to a point in the Southeast boundary line of Lot 1R-1, Block 1, First Baptist Church Colleyville, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D214100097, of the Plat Records of Tarrant County, Texas, and being Offset 64.00 feet Left of Centerline Station 168+40.63, and said point also having a Surface Coordinate N: 7,009,140.88 and E: 2,382,645.71;
42. THENCE S 61° 19' 55" E 1.33 feet, along the Southeast boundary line of said Lot 1R-1, Block 1, First Baptist Church of Colleyville, to a point;
43. THENCE N 28° 57' 47" E 316.62 feet, to a point;
44. THENCE N 62° 39' 34" W 2.85 feet, to a point being Offset 64.00 feet Left of Centerline Station 171+57.18, and said point having Surface Coordinates N: 7,009,418.57 and E: 2,382,797.67;
45. THENCE N 28° 41' 19" E 428.12 feet, along the Southeast boundary line of Lot 1, Block 1, Baylor – Emerus Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D214055477, of the Plat Records of Tarrant County, Texas, to a Texas Department of Transportation right-of-way monument found;
46. THENCE S 89° 15' 57" W 12.63 feet, to a point;
47. THENCE N 28° 41' 19" E 67.65 feet, to a point;
48. THENCE N 62° 13' 25" W 10.23 feet, to a point;
49. THENCE N 16° 27' 12" W 13.79 feet, to a point lying in the South right-of-way line of Church Street, being Offset 95.00 feet Left of Centerline Station 176+56.31;

50. THENCE N 28° 40' 51" E 80.36 feet, crossing said Church Street, to a point in the Southeast boundary line of Lot 1, Block 1, Starbucks Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 11259, of the Plat Records of Tarrant County, Texas;
51. THENCE N 73° 32' 40" E 28.36 feet, to a Texas Department of Transportation right-of-way monument found;
52. THENCE N 28° 41' 24" E 332.71 feet, along the Southeast boundary line of said Lot 1, Block 1, Starbucks Addition and Lot 1, Block 1, N3 Development Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 12775, of the Plat Records of Tarrant County, Texas, to a Texas Department of Transportation right-of-way monument found, being Offset 75.00 feet Left of Centerline Station 180+89.48;
53. THENCE N 10° 52' 17" E 23.17 feet, to a point in the South boundary line of Lot 1, Block 1, Town Square, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-164, Page 93, of the Plat Records of Tarrant County, Texas;
54. THENCE N 73° 41' 19" E 25.58 feet, to a point in the Southeast boundary line of said Lot 1, Block 1, Town Square, being Offset 64.00 feet Left of Centerline Station 181+29.63, and said point also having a Surface Coordinate N: 7,010,271.64 and E: 2,383,264.50;
55. THENCE N 28° 41' 19" E 755.35 feet, along the Southeast boundary line of said Lot 1, Block 1, Town Square, to a ½" iron rod found in the Southeast boundary line of Lot 1R, Block 2, Town Square, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 6572, of the Plat Records of Tarrant County, Texas;
56. THENCE N 28° 41' 19" E 168.26 feet, along the Southeast boundary line of said Lot 1R, Block 2, Town Square and Lot 2R, Block 2, Town Square, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 7244, of the Plat Records of Tarrant County, Texas, to a ½" iron rod found being Offset 64.00 feet Left of Centerline Station 190+53.24;
57. THENCE N 33° 46' 18" W 35.53 feet, to an "X" cut in concrete found at the beginning of a curve to the right;
- C4. THENCE NORTHWESTERLY 56.88 feet, along said curve to the right, having a radius of 242.41 feet, a central angle of 13° 26' 38" and a chord bearing N 85° 10' 24" W 56.75 feet, to a point at the end of said curve;
58. THENCE N 10° 42' 04" E 12.93 feet, to a ½" iron rod found in the South right-of-way line of Hall Johnson Road;
59. THENCE N 16° 59' 40" E 66.05 feet, crossing said Hall Johnson Road, to a point in the North right-of-way line of Hall Johnson Road;

60. THENCE N 01° 23' 34" W 15.04 feet, to a "Y" cut in concrete found in the Southeast boundary line of Lot 1, Block 1, People's Bank Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 7692, of the Plat Records of Tarrant County, Texas;
61. THENCE N 88° 36' 26" E 102.07 feet, along the Southeast boundary line of said Lot 1, Block 1, People's Bank Addition, to a point;
62. THENCE N 58° 38' 54" E 36.08 feet, to a point;
63. THENCE N 28° 40' 52" E 290.60 feet, to a Texas Department of Transportation right-of-way monument found in the South right-of-way line of Bogart Drive;
64. THENCE N 30° 37' 25" E 59.76 feet, crossing said Bogart Drive, to a point in the North right-of-way line of Bogart Drive and the Southeast boundary line of the tract of land conveyed to Grapevine Colleyville ISD, by the deed recorded in Volume 3725, Page 485, of the Deed Records of Tarrant County, Texas, and said point being Offset 64.00 feet Left of Centerline Station 195+69.45;
65. THENCE N 28° 41' 19" E 577.76 feet, along the Southeast boundary line of said Grapevine Colleyville ISD Tract, to a Texas Department of Transportation right-of-way monument found at the Southeast corner of Lot 1, Tuscany, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 9786, of the Plat Records of Tarrant County, Texas;
66. THENCE N 28° 41' 19" E 231.93 feet, along the Southeast boundary line of said Lot 1, Tuscany, to a point at the South corner of the tract of land conveyed to Pro Co Paint & Body, Inc., by the deed recorded in Volume 11860, Page 835, of the Official Public Records of Tarrant County, Texas;
67. THENCE N 28° 41' 19" E 281.00 feet, along the Southeast boundary line of said Pro Co Paint & Body Tract, to a ½" iron rod found at the South corner of Lot 2, Block 1, Metrovest Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D194129914, of the Plat Records of Tarrant County, Texas;
68. THENCE N 28° 41' 19" E 435.17 feet, along the Southeast boundary line of said Lot 2, Block 1, Metrovest Addition and Lot 1, Block 1, Metrovest Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D194129915, of the Plat Records of Tarrant County, Texas, to a point being Offset 64.00 feet Left of Centerline Station 210+95.31, and said point having a Surface Coordinate N: 7,012,873.26 and E: 2,384,688.17;
69. THENCE N 14° 05' 59" W 31.63 feet, to a ½" iron rod found in the South right-of-way line of Hardage Lane;

70. THENCE N 29° 16' 44" E 68.02 feet, crossing said Hardage Lane, to a point in the Southeast boundary line of Lot 3, Block 1, Northstar Bank Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D207243559, of the Plat Records of Tarrant County, Texas;
71. THENCE N 58° 29' 14" E 30.32 feet, along the Southeast boundary line of said Block 1, Northstar Bank Addition, to a point;
72. THENCE N 30° 56' 39" E 145.28 feet, to a point being Offset 64.00 feet Left of Centerline Station 213+58.02;
73. THENCE N 28° 41' 19" E 928.65 feet, to a point;
74. THENCE N 10° 00' 44" W 32.03 feet, to a point in the South right-of-way line of Tinker Road;
75. THENCE N 07° 23' 19" E 88.78 feet, crossing said Tinker Road, to a point in the North right-of-way line of said Tinker Road, and said point also lying in the South boundary line of the tract of land conveyed to Shmaisani 26 Holdings, LLC, by the deed recorded in County Clerk's File No. D220147807, of the Official Public Records of Tarrant County, Texas;
- THENCE along the Southeast boundary line of said Shmaisani 26 Holdings, LLC Tract, as follows:
76. THENCE N 23° 47' 57" E 59.55 feet, to a point;
77. THENCE S 61° 18' 41" E 57.35 feet, to a point;
78. THENCE N 28° 41' 19" E 35.92 feet, to a point;
79. THENCE N 61° 18' 41" W 5.00 feet, to a point;
- C5. THENCE NORTHEASTERLY 116.81 feet, along a curve to the left, having a radius of 2,795.79 feet, a central angle of 02° 23' 38" and a chord bearing N 27° 29' 30" E 116.81 feet, to a ½" iron rod found marked "RPLS 5647" at the end of said curve;
80. THENCE N 26° 17' 41" E 119.71 feet, to a ½" iron rod found at the beginning of a curve to the right;
- C6. THENCE NORTHEASTERLY 122.56 feet, along said curve to the right, having a radius of 2,933.79 feet, a central angle of 02° 23' 37" and a chord bearing N 27° 29' 29" E 122.55 feet, to a Texas Department of Transportation right-of-way monument found at the end of said curve, and being Offset 69.00 feet Left of Centerline Station 228+48.72, and said point also having a Surface Coordinate N: 7,014,418.47 and E: 2,385,516.65;
81. THENCE N 28° 41' 19" E 246.35 feet, to a Texas Department of Transportation right-of-way monument found;
82. THENCE N 28° 41' 19" E 100.08 feet, to a Texas Department of Transportation right-of-way monument found;
83. THENCE N 28° 41' 19" E 63.80 feet, to a point;

84. THENCE N 28° 41' 19" E 589.73 feet, to a point being Offset 69.00 feet Left of Centerline Station 238+48.68;
85. THENCE N 28° 41' 19" E 58.11 feet, to a ½" iron rod found;
86. THENCE N 36° 11' 55" E 40.35 feet, to a ½" iron rod marked "RPLS 5810" found at the beginning of a curve to the right;
- C7. THENCE NORTHEASTERLY 82.37 feet, along said curve to the right, having a radius of 2,928.79 feet, a central angle of 01° 36' 41" and a chord bearing N 30° 16' 36" E 82.36 feet, to an "X" cut in concrete found at the end of said curve;
87. THENCE N 31° 04' 57" E 5.10 feet, to a ½" iron rod marked "RPLS 6310" found;
88. THENCE N 31° 04' 57" E 114.61 feet, to a ½" iron rod marked "YPASSO" found at the beginning of a curve to the left;
- C8. THENCE NORTHEASTERLY 117.02 feet, with a curve to the left, having a radius of 2,800.79 feet, a central angle of 02° 23' 38" and a chord bearing N 29° 53' 08" E 117.02 feet, to a Texas Department of Transportation right-of-way monument found at the end of said curve, being Offset 64.00 feet Left of Centerline Station 242+65.90;
89. THENCE N 28° 41' 19" E 711.74 feet, to an "X" cut in concrete found;
90. THENCE N 17° 16' 50" W 35.95 feet, to a Texas Department of Transportation right-of-way monument found in the South right-of-way line of Tennison Parkway;
91. THENCE N 34° 45' 32" E 87.65 feet, crossing said Tennison Parkway, to a point;
92. THENCE N 62° 14' 29" E 30.00 feet, to a Texas Department of Transportation right-of-way monument found being Offset 64.00 feet Left of Centerline Station 251+14.79;
93. THENCE N 28° 41' 19" E 1,057.47 feet, to a ½" iron rod marked "Brittain & Crawford" found at the beginning of a curve to the right, and being Offset 64.00 feet Left of Centerline Station 261+72.26;
- C9. THENCE NORTHEASTERLY 702.56 feet, along said curve to the right, having a radius of 2,928.79 feet, a central angle of 13° 44' 39" and a chord bearing N 35° 33' 38" E 700.88 feet, to a point at the end of said curve and the intersection with the South right-of-way line John McCain Road, being Offset 64.00 feet Left of Centerline Station 268+59.47;
94. THENCE N 39° 08' 51" E 106.19 feet, crossing said John McCain Road, to a point;
- C10. THENCE NORTHEASTERLY 270.22 feet, with a curve to the right, having a radius of 2,936.79 feet, a central angle of 05° 16' 19" and a chord bearing N 47° 08' 15" E 270.12 feet, to a point at the end of said curve in the South right-of-way line of former John McCain Road, being Offset 72.00 feet Left of Centerline

Station 272+26.50, and said point having a Surface Coordinate N: 7,018,162.93 and E: 2,387,797.83;

95. THENCE N 89° 56' 35" E 237.05 feet, along the South right-of-way line of former John McCain Road, to a point;

96. THENCE S 36° 30' 11" E 1.98 feet, to a point in the Northwest boundary line of the tract of land conveyed to Keau, LLC, by the deed recorded in County Clerk's File No. D223017742, of the Official Public Records of Tarrant County, Texas, being Offset 75.02 Right of Centerline Station 274+12.64;

THENCE along the Northwest boundary line of said Keau, LLC Tract, as follows:

C21. THENCE SOUTHWESTERLY 40.02 feet, along a curve to the left, having a radius of 2,787.79 feet, a central angle of 00° 49' 21" and a chord bearing S 53° 05' 06" W 40.02 feet, to an "X" cut in concrete found;

97. THENCE N 37° 45' 34" W 7.00 feet, to a point;

C11. THENCE NORTHWESTERLY 133.18 feet, along a curve to the left, having a radius of 2,794.79 feet, a central angle of 02° 43' 49" and a chord bearing S 51° 18' 27" W 133.17 feet, to a point;

98. THENCE N 39° 57' 33" W 6.00 feet, to a point being Offset 64.00 feet Right of Centerline Station 272+34.96;

C12. THENCE SOUTHWESTERLY 1,037.51 feet, along a curve to the left, having a radius of 2,800.79 feet, a central angle of 21° 13' 28" and a chord bearing S 39° 19' 50" W 1,031.59 feet, to a metal fence post found at the end of said curve, being Offset 64.00 feet Right of Centerline Station 261+73.74;

99. THENCE S 28° 41' 19" W 823.81 feet, to a point;

100. THENCE N 89° 37' 54" E 9.57 feet, to a point at the Northwest corner of the tract of land conveyed to TX14 Colleyville, LLC, by the deed recorded in County Clerk's File No. D214063876, of the Official Public Records of Tarrant County, Texas;

THENCE S 28° 35' 23" W 101.56 feet, to a ½" iron rod marked "RPLS 3740" found at the Northwest corner of the tract of land conveyed to Colleyville Crème De La Crème, by the deed recorded in County Clerk's File No. D199182887, of the Official Public Records of Tarrant County, Texas;

101. THENCE S 28° 35' 23" W 35.18 feet, along the Northwest boundary line of said Colleyville Crème De La Crème Tract, to a ½" iron rod found;

102. THENCE S 32° 54' 51" W 116.74 feet, to a Texas Department of Transportation right-of-way monument found;

103. THENCE S 28° 41' 19" W 835.48 feet, to a point, being Offset 64.00 feet Right of Centerline Station 242+65.90;

C13. THENCE SOUTHWESTERLY 96.94 feet, along a curve to the right, having a radius of 2,929.13 feet, a central angle of 01° 53' 46" and a chord bearing S 29° 38' 12" W 96.94 feet, to a point at the end of said curve;

104. THENCE S 18° 04' 35" W 52.31 feet, to a point in the Northwest boundary line of the tract of land conveyed to 6515 Colleyville, LLC, by the deed recorded in County Clerk's File No. D21508035, of the Official Public Records of Tarrant County, Texas;

THENCE along the Northwest boundary line of said 6515 Colleyville, LLC Tract, as follows:

105. THENCE S 52° 47' 07" W 31.54 feet, to a point;

106. THENCE S 28° 47' 04" W 177.43 feet, to a ½" iron rod found;

107. THENCE S 29° 36' 51" E 59.42 feet, to a point at the Southwest corner of said 6515 Colleyville, LLC Tract, lying in the North right-of-way line of Tarrant Lane;

108. THENCE S 51° 42' 34" W 78.38 feet, crossing said Tarrant Lane, to a point in the Northwest boundary line of Block 1, Colleyville Industrial Park, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1700, of the Plat Records of Tarrant County, Texas;

THENCE along the Northwest boundary line of said Block 1, Colleyville Industrial Park Addition, as follows:

109. THENCE S 59° 38' 26" W 35.27 feet, to a point;

110. THENCE S 29° 04' 25" W 238.94 feet, to a ½" iron rod found at the Southwest corner of said Block 1, being Offset 69.01 feet Right of Centerline Station 235+38.62;

111. THENCE N 89° 31' 00" W 5.68 feet, along the North boundary line of the tract of land conveyed to Boulevard Animal Hospital, P.C., by the deed recorded in Volume 1196, Page 351, of the Deed Records of Tarrant County, Texas, to a point at the Northwest corner of said Boulevard Animal Hospital Tract;

112. THENCE S 28° 41' 19" W 236.64 feet, to a point at the West corner of the tract of land conveyed to Beverly Ingram, by the deed recorded in County Clerk's File No. D207033049, of the Deed Records of Tarrant County, Texas, being Offset 64.01 feet Right of Centerline Station 232+99.30, and said point having a Surface Coordinate N: 7,014,749.89 and E: 2,385,849.63;

113. THENCE S 18° 23' 59" E 57.25 feet, along the West boundary line of said Ingram Tract, to a point at the Southwest corner of said Ingram Tract, lying in the North right-of-way line of Industrial Boulevard;

114. THENCE S 41° 00' 16" W 63.25 feet, crossing said Industrial Boulevard, to a 5/8" iron rod found in the South right-of-way line of said Industrial Boulevard, lying in the Northwest boundary line of Lot 16-R-1, Block 1, Colleyville Industrial Park, an addition to the City of Colleyville, Tarrant County,

Texas, according to the plat recorded in Cabinet B, Slide 587, of the Plat Records of Tarrant County, Texas;

115. THENCE S 63° 34' 14" W 40.82 feet, along the Northwest boundary line of said Lot 16-R-1, to a Texas Department of Transportation right-of-way monument found;
116. THENCE S 28° 41' 49" W 317.87 feet, along the West boundary line of Block 1, Colleyville Industrial Park, to a point at the Southwest corner of Lot 16-R-2, of said Block 1, Colleyville Industrial Park, being Offset 69.05 feet Right of Centerline Station 228+47.13;
117. THENCE S 89° 29' 23" W 5.79 feet, to a point at the Northwest corner of Lot R-14-3, Block 1, Colleyville Industrial Park, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D217226529, of the Plat Records of Tarrant County, Texas;
- C14. THENCE SOUTHWESTERLY 112.63 feet, along a curve to the left, having a radius of 2,800.79 feet, a central angle of 02° 18' 15" and a chord bearing S 27° 26' 48" W 112.63 feet, to a point at the end of said curve;
118. THENCE S 26° 17' 41" W 95.77 feet, to a Texas Department of Transportation right-of-way monument found at the Northwest corner of Lot 1, Block 1, Tinker Crossing, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet B, Slide 1564, of the Plat Records of Tarrant County, Texas;
- THENCE along the Northwest boundary line of said Lot 1, Block 1, Tinker Crossing, as follows:
119. THENCE S 26° 17' 41" W 23.94 feet, to a point at the beginning of a curve to the right;
- C20. THENCE SOUTHWESTERLY 112.53 feet, along said curve to the right, having a radius of 2,928.79 feet, a central angle of 02° 12' 05" and a chord bearing S 27° 23' 44" W 112.52 feet, to a 5/8" iron rod found at the end of said curve;
120. THENCE S 28° 39' 34" W 32.58 feet, to a 5/8" iron rod marked "DTS" found at the Northwest corner of Lot 1, Block 1, Kathleen's Art Café Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 3338, of the Plat Records of Tarrant County, Texas;
- THENCE along the West boundary line of said Lot 1, Block 1, Kathleen's Art Café Addition, as follows:
121. THENCE S 28° 41' 19" W 87.04 feet, to an "X" cut in concrete found;
122. THENCE S 14° 14' 06" E 36.71 feet, to a point;
123. THENCE S 57° 09' 09" E 15.57 feet, to a point;
- C15. THENCE SOUTHEASTERLY 27.67 feet, along a curve to the left, having a radius of 150.02 feet, a central angle of 10° 34' 03" and a chord bearing S 61°

40' 22" E 27.63 feet, to a 5/8" iron rod marked "DTS" found at the Southwest corner of said Kathleen's Art Café Addition, lying in the North right-of-way line of Oak Pointe Drive;

124. THENCE S 01° 05' 56" E 67.12 feet, crossing said Oak Pointe Drive, to a point in the North boundary line of Lot 2, Block A, Colleyville Shopping Village Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 5776, of the Plat Records of Tarrant County, Texas, and being Offset 165.50 feet Right of Centerline Station 222+93.78;

125. THENCE S 89° 46' 26" W 115.96 feet, along the North boundary line of said Lot 2, Block A, Colleyville Shopping Village Addition, to a point at the Northwest corner of said Lot 2, being Offset 64.00 feet Right of Centerline Station 222+37.71;

126. THENCE S 28° 41' 19" W 2,610.69 feet, to a 5/8" iron rod found in the Northwest boundary line of Lot 1, Block 1, Bluebonnet Hills Memorial Park Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-162, Page 53, of the Plat Records of Tarrant County, Texas, and being Offset 64.00 feet Right of Centerline Station 196+27.02;

THENCE along the Northwest boundary line of said Lot 1, Block 1, Bluebonnet Hills Memorial Park Addition, as follows:

127. THENCE N 61° 18' 41" W 0.22 feet, to a 5/8" iron rod found;

128. THENCE S 29° 27' 15" W 186.86 feet, to a point;

129. THENCE S 61° 19' 07" E 2.71 feet, to a point being Offset 63.99 feet Right of Centerline Station 194+40.18, and said point having a Surface Coordinate N: 7,011,359.86 and E: 2,384,005.90;

130. THENCE S 28° 41' 19" W 144.97 feet, to a Texas Department of Transportation right-of-way monument found;

131. THENCE S 30° 39' 39" E 25.05 feet, to a Texas Department of Transportation right-of-way monument found;

132. THENCE S 88° 43' 35" E 123.99 feet, along the South boundary line of said Lot 1, Block 1, Bluebonnet Hills Memorial Park Addition, to a point;

133. THENCE S 01° 10' 07" E 5.69 feet, to a point in the North right-of-way line of Hall Johnson Road;

134. THENCE S 16° 57' 39" W 108.20 feet, crossing said Hall Johnson Road, to an "X" cut in concrete found in the South right-of-way line of said Hall Johnson Road, lying at the Northeast corner of Lot 5, Block 1, Town Center Colleyville Phase 1, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D206233553, of the Plat Records of Tarrant County, Texas;

135. THENCE S 89° 07' 30" W 160.13 feet, along the North boundary line of said Lot 5, Block 1, Town Center Colleyville Phase 1, to a ½" iron rod marked "BURNS" found;

THENCE along the Northwest boundary line of Lot 5, Block 1, Town Center Colleyville Phase 1, as follows:

136. THENCE S 60° 06' 33" W 15.64 feet, to a point;

137. THENCE S 28° 41' 19" W 181.66 feet, to a point;

138. THENCE S 35° 31' 43" W 75.54 feet, to a Texas Department of Transportation right-of-way monument found being Offset 64.00 feet Right of Centerline Station 188+79.63;

139. THENCE S 28° 41' 19" W 1,116.06 feet, to a point being Offset 64.00 feet Right of Centerline Station 177+63.57;

140. THENCE S 16° 18' 55" E 37.53 feet, to a point in the Northeast right-of-way line of Church Street;

141. THENCE S 32° 18' 21" W 80.00 feet, crossing said Church Street, to a point being Offset 85.49 feet Right of Centerline Station 176+57.20;

142. THENCE S 73° 41' 04" W 30.40 feet, to a point in the Northwest boundary line of the tract of land conveyed to RP Gantos Ventures, LLC, by the deed recorded in County Clerk' File No. D213003626, of the Official Public Records of Tarrant County, Texas;

143. THENCE S 28° 41' 19" W 1,003.60 feet, to a point at the most Northerly Southwest corner of Lot 4, Northeast Professional Park of Colleyville, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in County Clerk's File No. D213281890, of the Plat Records of Tarrant County, Texas, being Offset 64.00 feet Right of Centerline Station 166+32.10;

144. THENCE S 22° 15' 03" E 25.20 feet, to a point in the North right-of-way line of Professional Drive;

145. THENCE S 40° 21' 41" W 39.04 feet, crossing said Professional Drive, to a point in the South right-of-way line of said Professional Drive, being Offset 75.67 feet, Right of Centerline Station 165+78.00;

146. THENCE S 69° 25' 54" W 17.88 feet, to a point;

147. THENCE S 28° 41' 19" W 654.08 feet, to a point, being Offset 64.00 feet Right of Centerline Station 159+10.37;

148. THENCE S 01° 00' 17" E 96.74 feet, to a point at the Northeast corner of Lot 8, Block 1, Thompson Terrace, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-11, Page 81, of the Plat Records of Tarrant County, Texas;

THENCE along the North and West boundary line of said Block 1, Thompson Terrace Addition, as follows:

149. THENCE N 61° 18' 41" W 38.73 feet, to a point;

150. THENCE S 73° 41' 19" W 13.00 feet, to a point;
151. THENCE S 28° 41' 19" W 175.03 feet, to a point;
152. THENCE S 31° 18' 40" E 31.86 feet, to a point bring Offset 91.59 feet
Right of Centerline Station 156+26.18;
153. THENCE S 28° 42' 57" W 77.92 feet, to a "MAG" nail found;
154. THENCE N 31° 18' 41" W 31.82 feet, to a point being Offset 64.00 feet
Right of Centerline Station 155+64.17;
155. THENCE S 28° 41' 19" W 817.75 feet, to a point being Offset 64.00 feet
Right of Centerline Station 147+46.42, and said point having Surface
Coordinates N: 7,007,242.30 and E: 2,381,752.67;
- C16. THENCE SOUTHWESTERLY 61.79 feet, with a curve to the right,
having a radius of 2,928.79 feet, a central angle of 01° 12' 31" and a chord
bearing S 29° 17' 34" W 61.79 feet, to a point at the end of said curve;
156. THENCE S 22° 30' 20" E 33.21 feet, to a point;
157. THENCE S 45° 32' 18" W 107.26 feet, to a ½" iron rod found at the
Northwest corner of the tract of land conveyed to Proper Tea Holdings, LLC, by
the deed recorded in County Clerk's File No. D222120022, of the Deed
Records of Tarrant County, Texas;
- C17. THENCE SOUTHWESTERLY 43.67 feet, with a curve to the right,
having a radius of 2,928.79 feet, a central angle of 00° 51' 16" and a chord
bearing S 32° 44' 31" W 43.67 feet, to a point at the end of said curve;
158. THENCE S 32° 33' 45" W 125.23 feet, to a point;
- C18. THENCE SOUTHWESTERLY 59.73 feet, with a curve to the right,
having a radius of 2,932.79 feet, a central angle of 01° 10' 01" and a chord
bearing S 36° 11' 59" W 59.73 feet, to a Texas Department of Transportation
right-of-way monument found at the end of said curve;
159. THENCE S 08° 15' 51" E 40.08 feet, to a point;
160. THENCE S 39° 01' 14" W 79.97 feet, crossing the right-of-way of Village
Park Road, to a point;
161. THENCE S 83° 11' 19" W 39.16 feet, to a point;
- C19. THENCE SOUTHWESTERLY 271.44 feet, with a curve to the right,
having a radius of 2,932.79 feet, a central angle of 05° 18' 11" and a chord
bearing S 42° 04' 39" W 271.35 feet, to a point at the end of said curve;
162. THENCE S 44° 43' 44" W 29.99 feet, to a point;
163. THENCE S 47° 01' 10" W 100.08 feet, to a point;
164. THENCE S 44° 43' 44" W 16.96 feet, to a point;
165. THENCE N 45° 16' 15" W 3.00 feet, to a point at the Northwest corner of
Lot 6, Block 2, Village Park at Colleyville, an addition to the City of Colleyville,
Tarrant County, Texas, according to the plat recorded in Volume 388-218,
Page 33, of the Plat Records of Tarrant County, Texas;

166. THENCE S 44° 43' 44" W 233.87 feet, to a point;
167. THENCE S 45° 16' 16" E 3.00 feet, to a point being Offset 61.00 feet Right of Centerline Station 135+63.57;
168. THENCE S 44° 43' 44" W 506.31 feet, to a point being Offset 64.00 feet Right of Centerline Station 130+57.26;
169. THENCE N 45° 18' 02" W 3.00 feet, to a "MAG" nail found at the Northwest corner of Lot 3, Block 2, Village Park, an addition to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Volume 388-195, Page 23, of the Plat Records of Tarrant County, Texas;
170. THENCE S 44° 43' 44" W 117.56 feet, to a point;
171. THENCE S 00° 16' 20" W 45.56 feet, to a Texas Department of Transportation right-of-way monument found at the Southwest corner of aforesaid Lot 3, Block 2, Village Park;
172. THENCE S 44° 28' 07" W 59.81 feet, crossing Centerpark Drive, to a ½" iron rod found at the North corner of Lot 3R, Block 1, Centerpark Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 4075, of the Plat Records of Tarrant County, Texas;
173. THENCE S 89° 56' 55" W 41.11 feet, to a ½" iron rod found;
174. THENCE S 44° 43' 44" W 407.21 feet, to a point;
175. THENCE S 43° 17' 14" W 140.95 feet, to a point;
176. THENCE S 41° 50' 43" W 57.37 feet, to a point;
177. THENCE S 36° 42' 20" W 315.79 feet, to a point being Offset 100.00 feet Right of Centerline Station 119+00.00;
178. THENCE S 44° 43' 44" W 177.49 feet, to a Texas Department of Transportation right-of-way monument found;
179. THENCE S 51° 28' 16" W 157.26 feet, to a point being Offset 81.54 feet Right of Centerline Station 115+66.34;
180. THENCE N 62° 18' 05" W 18.34 feet, to a point being Offset 64.00 feet Right of Centerline Station 115+60.97, also lying at the Northwest corner of Lot 3, Brown Trail West Addition, to the City of Colleyville, Tarrant County, Texas, according to the plat recorded in Cabinet A, Slide 1868, of the Plat Records of Tarrant County, Texas;
181. THENCE S 44° 43' 44" W 228.99 feet, to a point in the Northeast boundary line of the tract of land conveyed to 3M Investment Group, LLC, by the deed recorded in County Clerk's File No. D220223019, of the Deed Records of Tarrant County, Texas;
182. THENCE N 45° 16' 17" W 2.00 feet, along the Northeast boundary line of said 3M Investment Group, LLC Tract, to a point at the North corner of said 3M Investment Group, LLC Tract;

183. THENCE S 44° 43' 44" W 109.00 feet, along the Northwest boundary line of said 3M Investment Group, LLC Tract, to a point;
184. THENCE S 45° 15' 10" E 2.00 feet, to a point;
185. THENCE S 44° 43' 44" W 15.33 feet, to an "X" cut in concrete found at the West corner of said 3M Investment Group, LLC Tract;
186. THENCE S 00° 16' 37" E 44.53 feet, along the West boundary line of said 3M Investment Group, LLC Tract, to a point lying in the Northeast right-of-way line of Brown Trail, being Offset 95.49 feet Right of Centerline Station 111+76.17;
187. THENCE S 38° 41' 04" W 81.57 feet, crossing said Brown Trail, to a point being Offset 104.08 feet Right of Centerline Station 110+95.05;
188. THENCE N 86° 08' 13" W 53.00 feet, to a 5/8" iron rod marked "LTRA" found in the East right-of-way line of aforesaid Colleyville Boulevard (State Highway 26), being Offset 63.98 feet Right of Centerline Station 110+60.36;
189. THENCE N 74° 52' 07" W 156.45 feet, crossing said Colleyville Boulevard, to the POINT OF BEGINNING containing 51.607 acres (2,247,993 Square Feet) of land.

NOTES:

All coordinates and bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 North Central Zone. All distances and coordinates shown are surface values and may be converted to grid by dividing by TxDOT conversion factor for Tarrant County of 1.00012.

All stations and offsets shown are calculated relative to the project centerline (FM 1709 Baseline) unless otherwise noted.

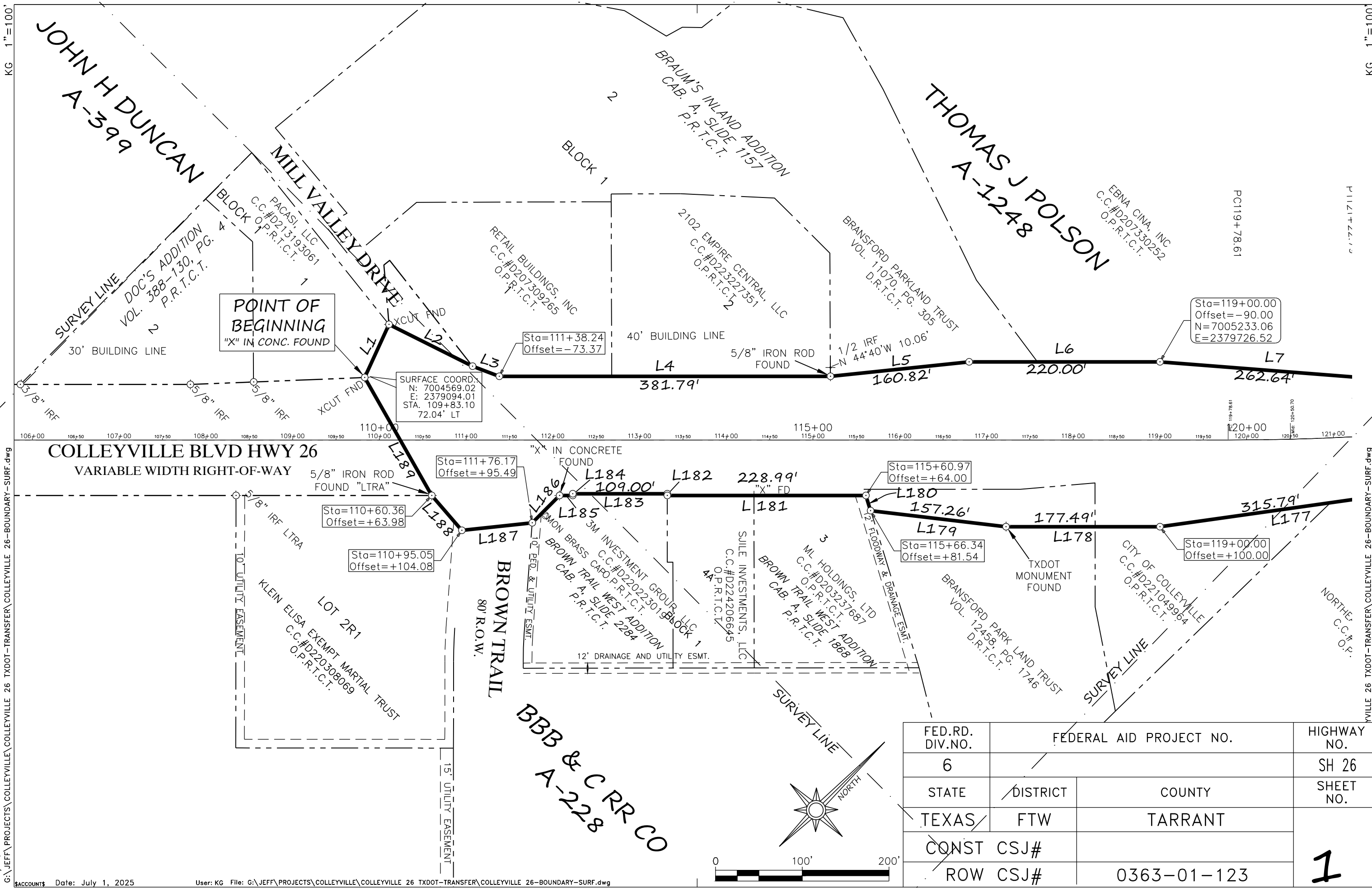
**This monument may be replaced by TxDOT type II right-of-way maker upon the completion of the highway construction project under the supervision of a registered professional land surveyor either employed or retained by TxDOT.

A plat of same date accompanies this description.

I, Krystian Golebiewski, a Registered Professional Land Surveyor, do hereby declare that this description and accompanying plat is true and correct to the best of my knowledge and belief and that the property described herein was determined by survey made on the ground under my direction and supervision.

Krystian Golebiewski
Registered Professional
Land Surveyor No. 6400
Brittain & Crawford LLC
3908 South Freeway
Fort Worth, Texas 76110
(817) 926-0211, admin@brittain-crawford.com



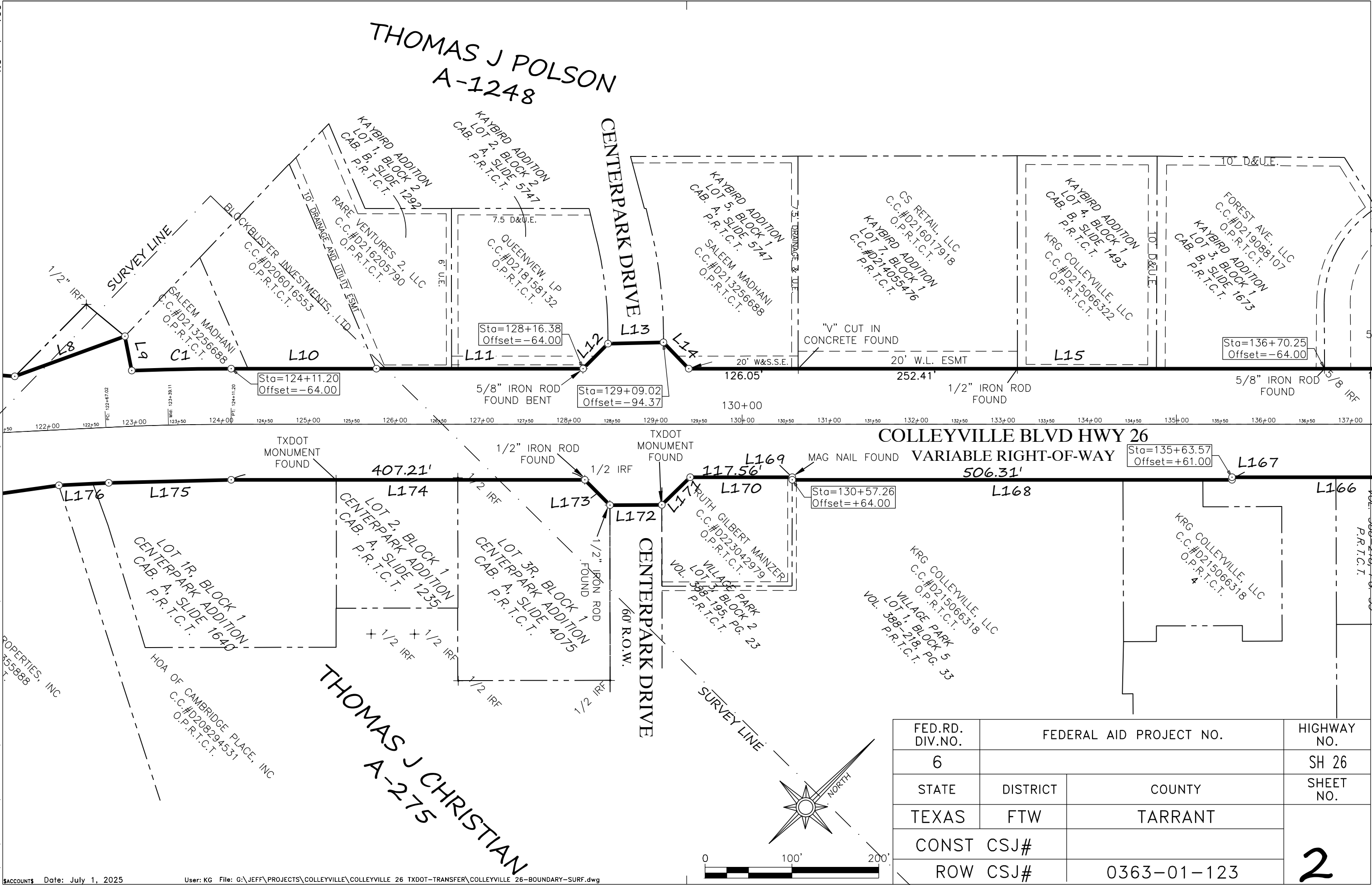


FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	1
CONST CSJ#			
ROW CSJ#		0363-01-123	

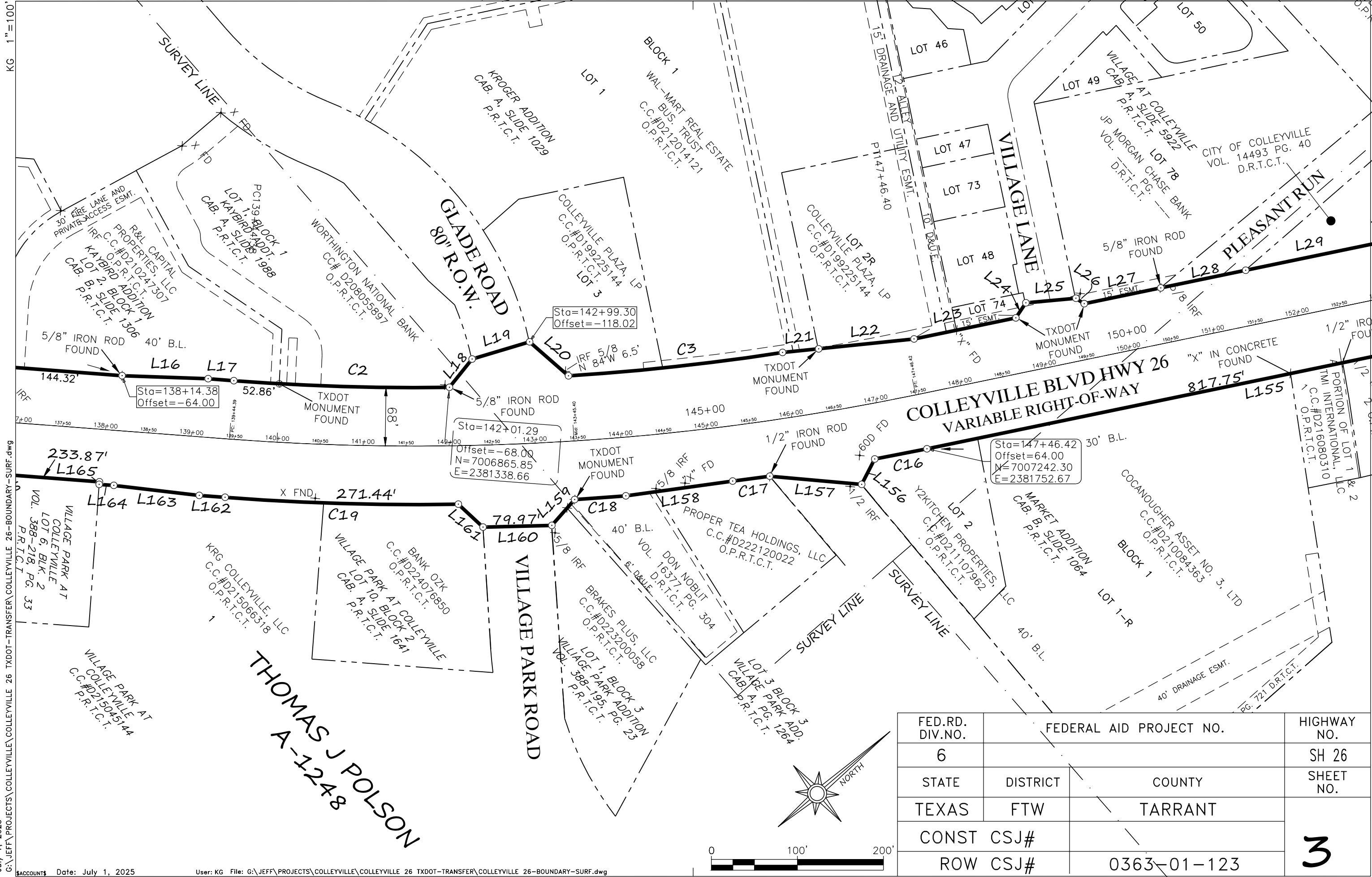
1

KG 1"=100'

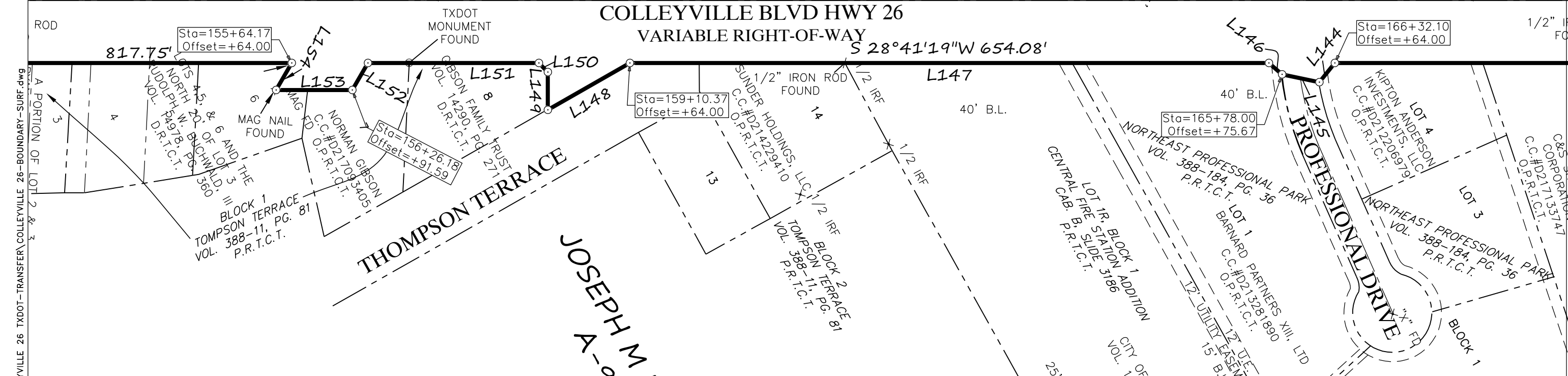
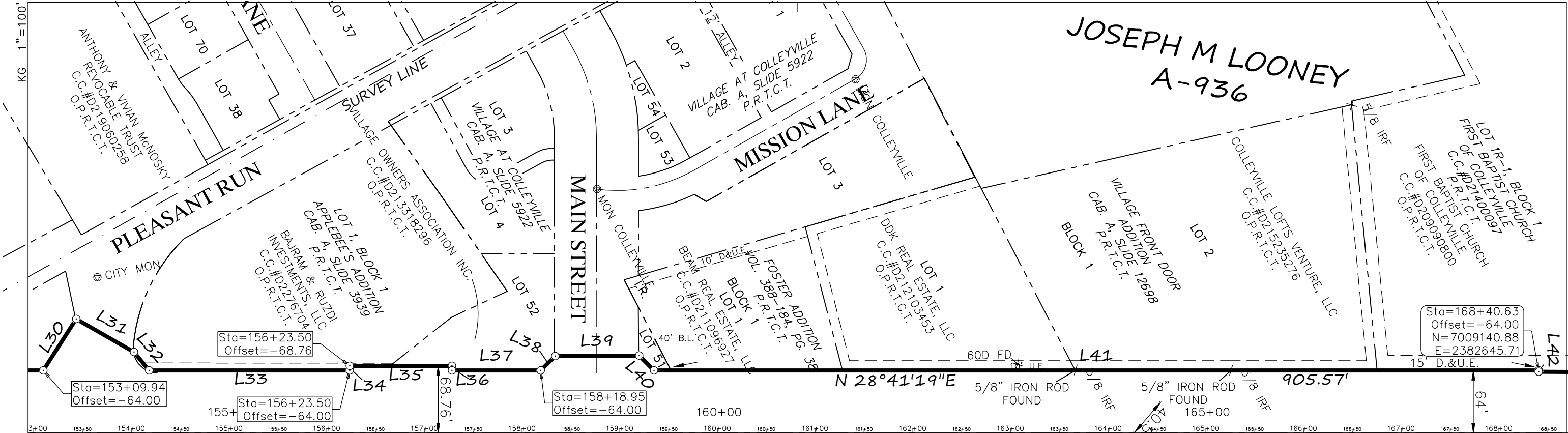
July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26-TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg



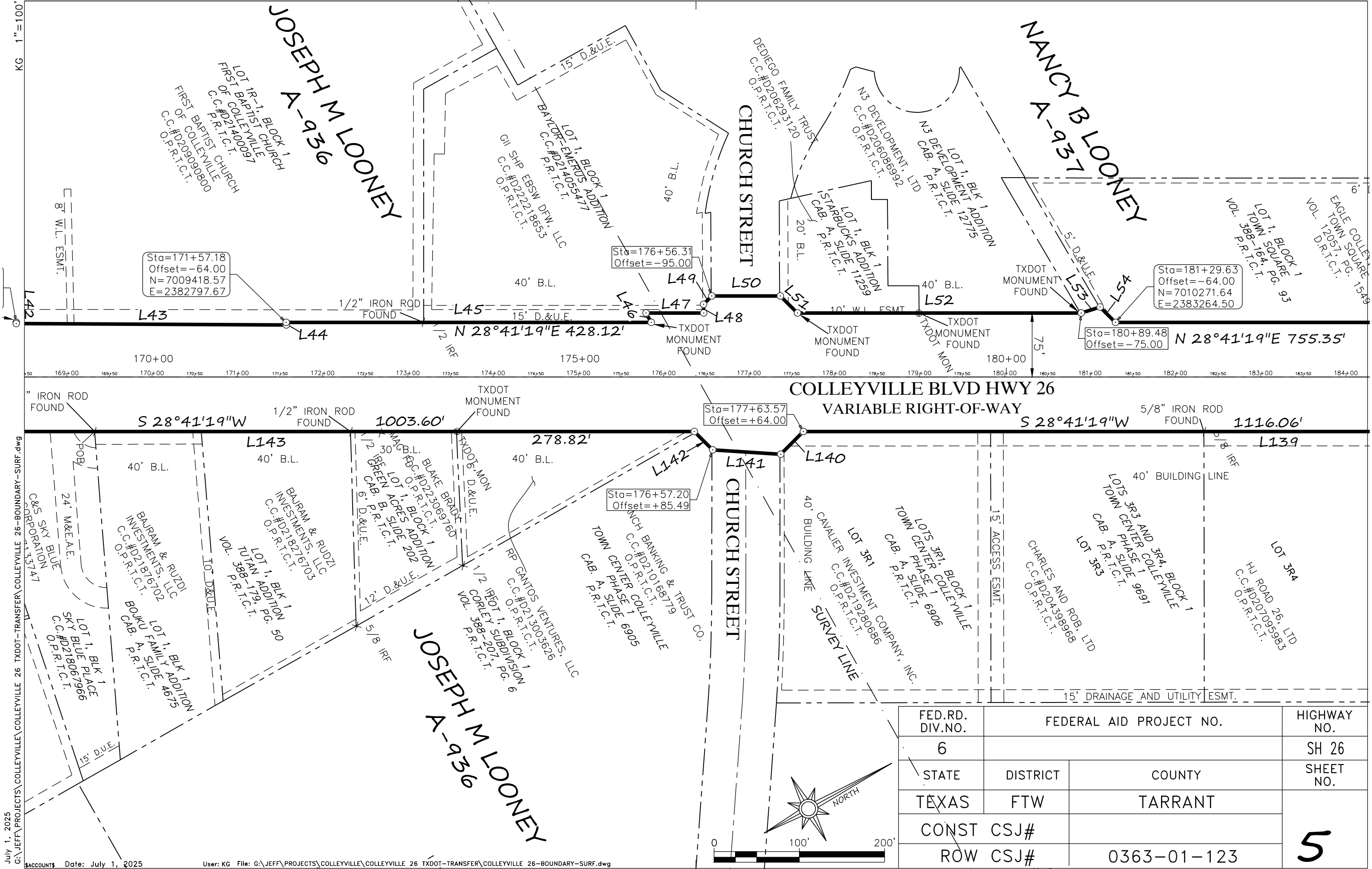
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	2
CONST CSJ#			
ROW CSJ#		0363-01-123	



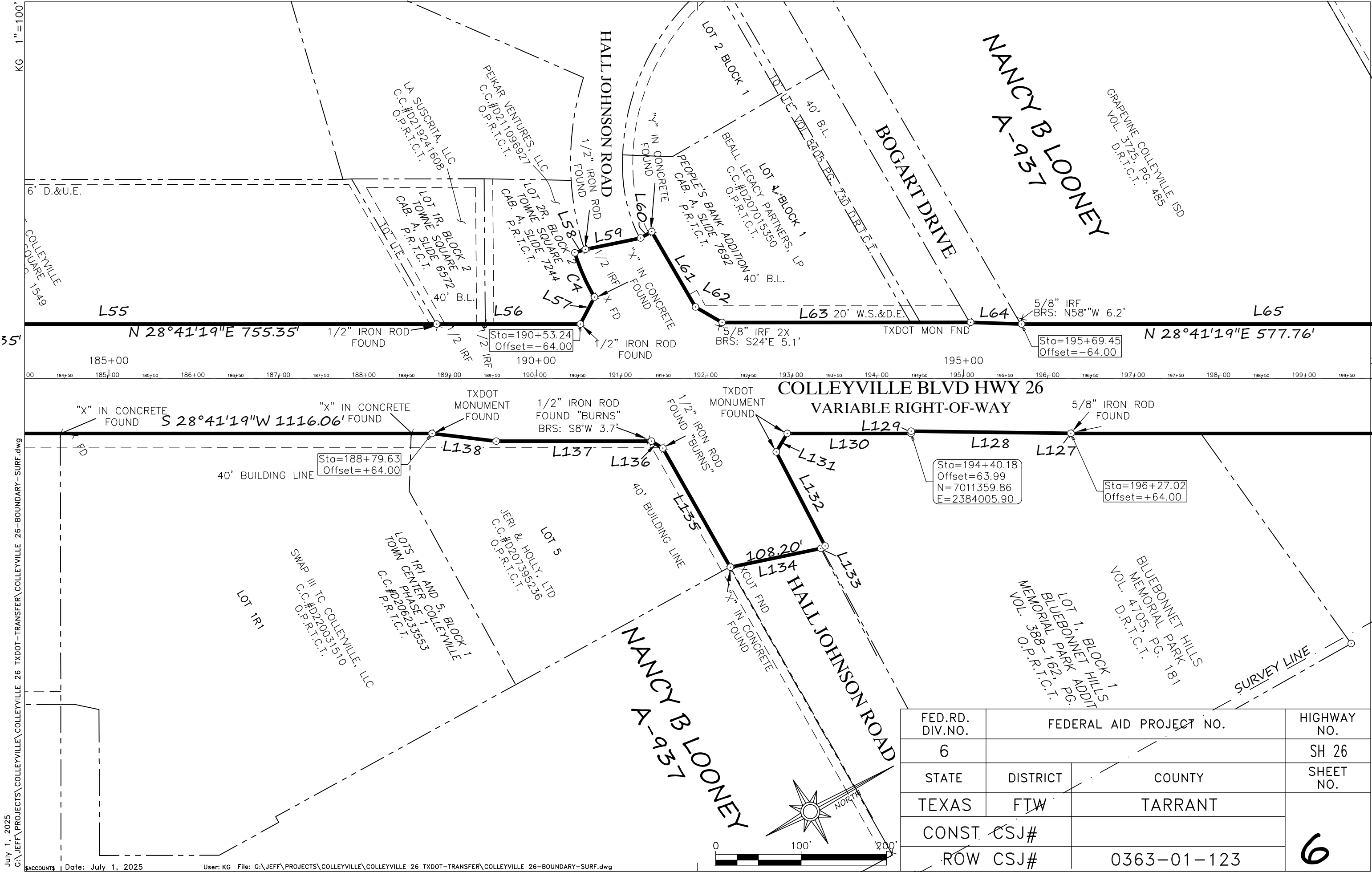
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	3
CONST CSJ#			
ROW CSJ#	0363-01-123		



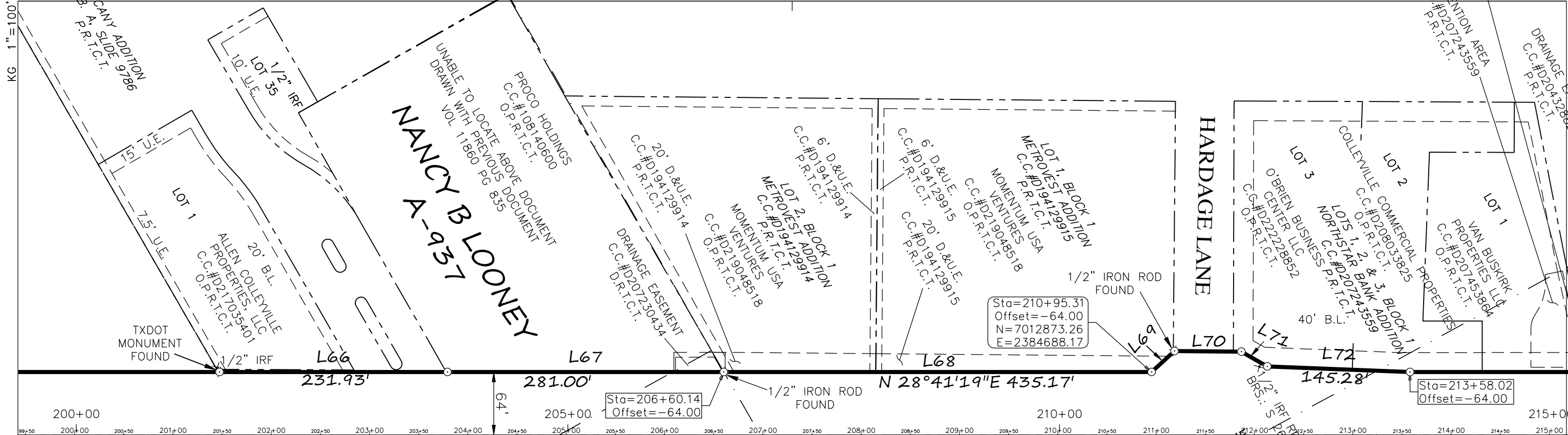
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	4
CONST CSJ#			
ROW CSJ#	0363-01-123		



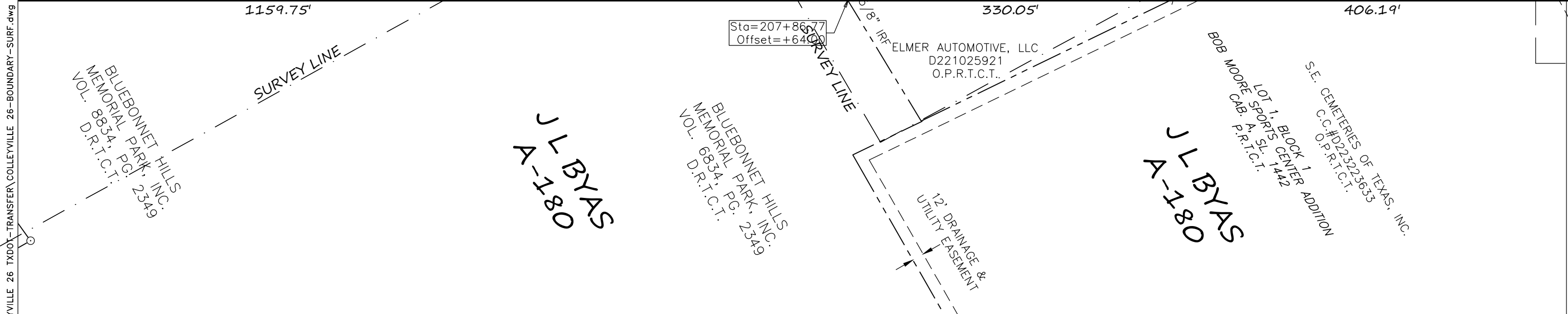
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	5
CONST ROW	CSJ#	0363-01-123	



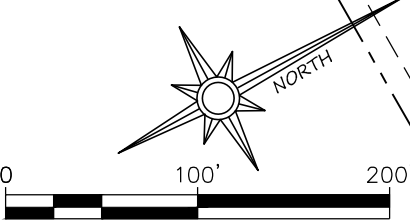
FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	6
CONST CSJ#			
ROW CSJ#		0363-01-123	

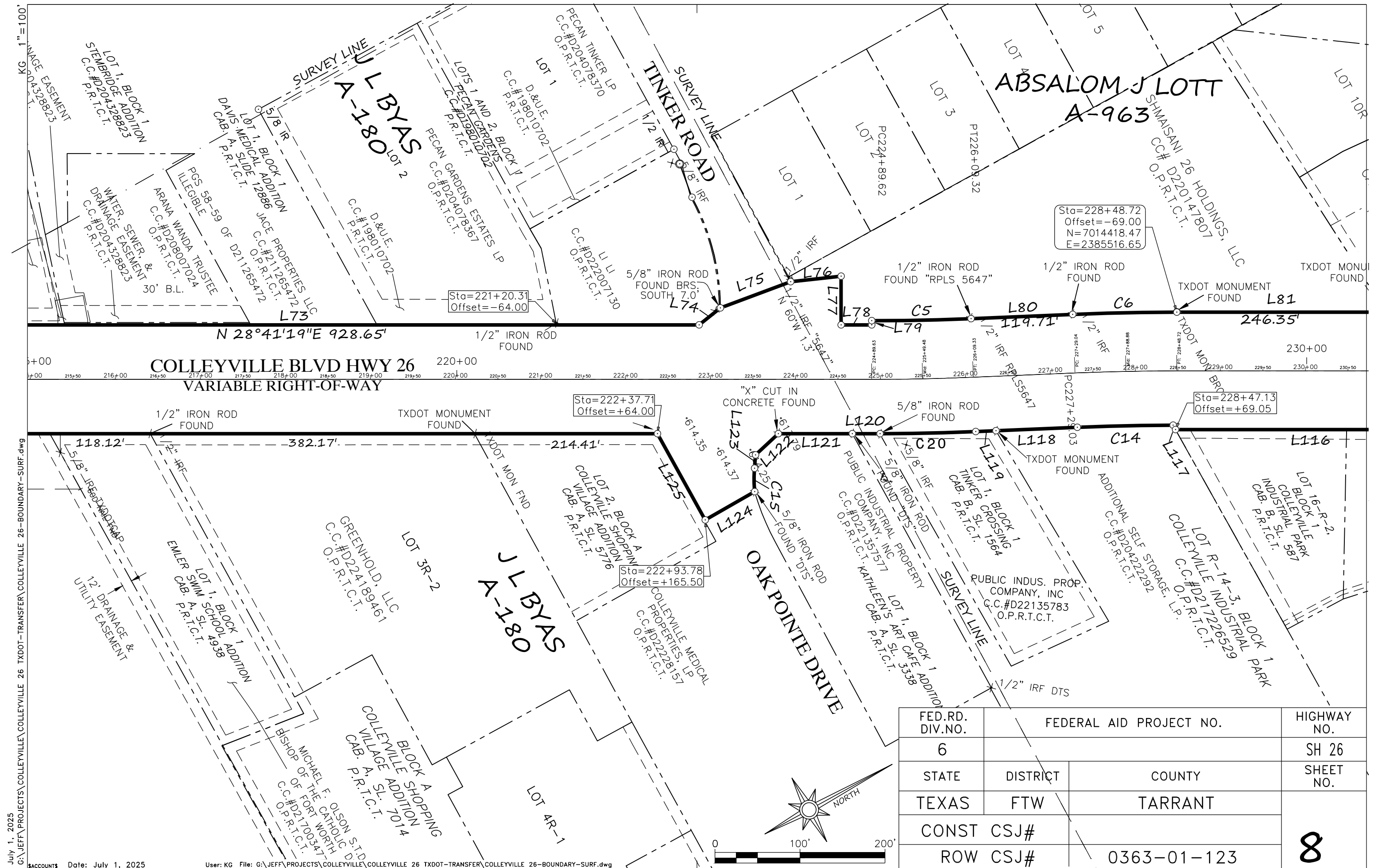


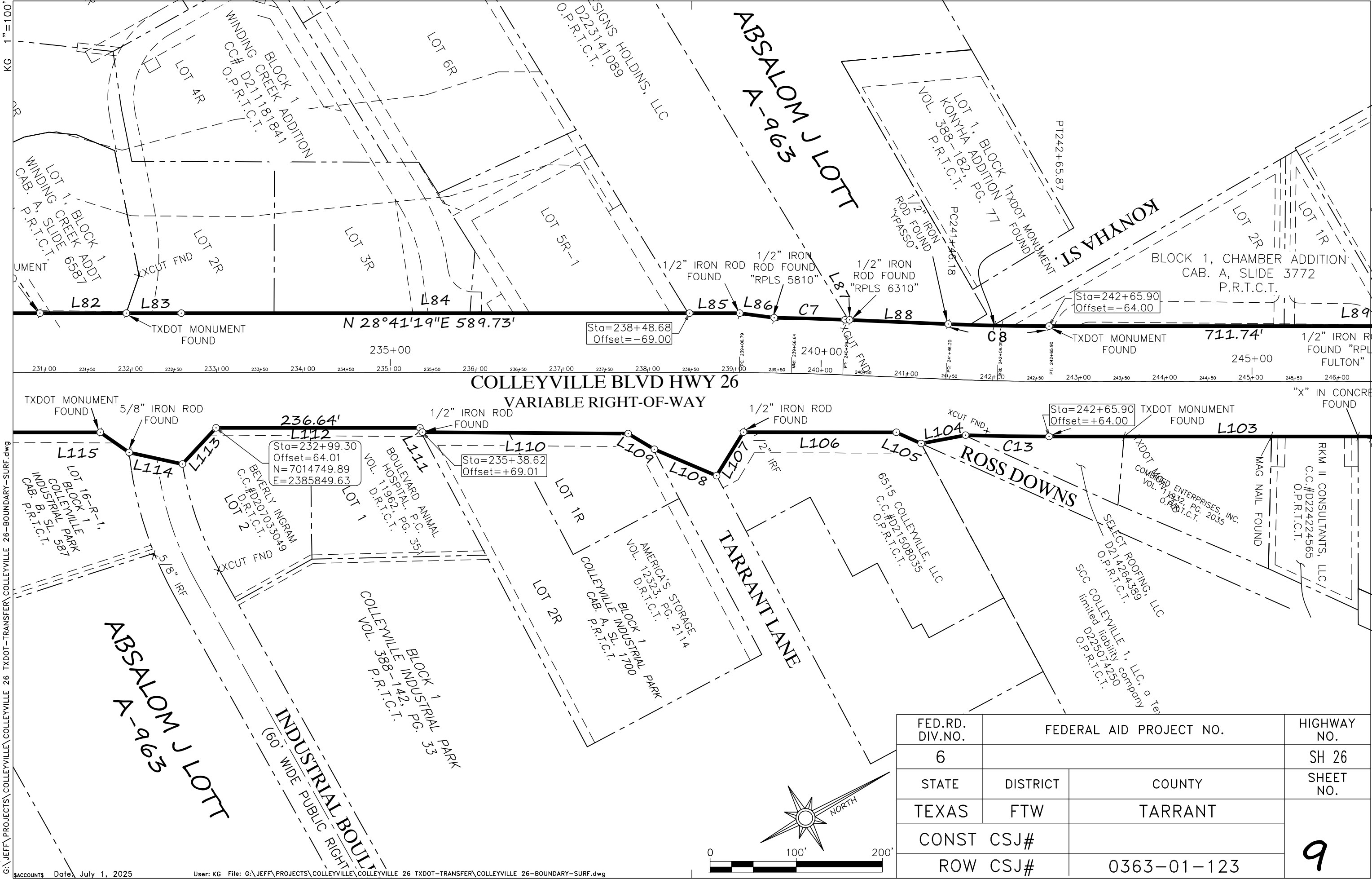
COLLEYVILLE BLVD HWY 26
VARIABLE RIGHT-OF-WAY



FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	7
CONST CSJ#			
ROW CSJ#		0363-01-123	



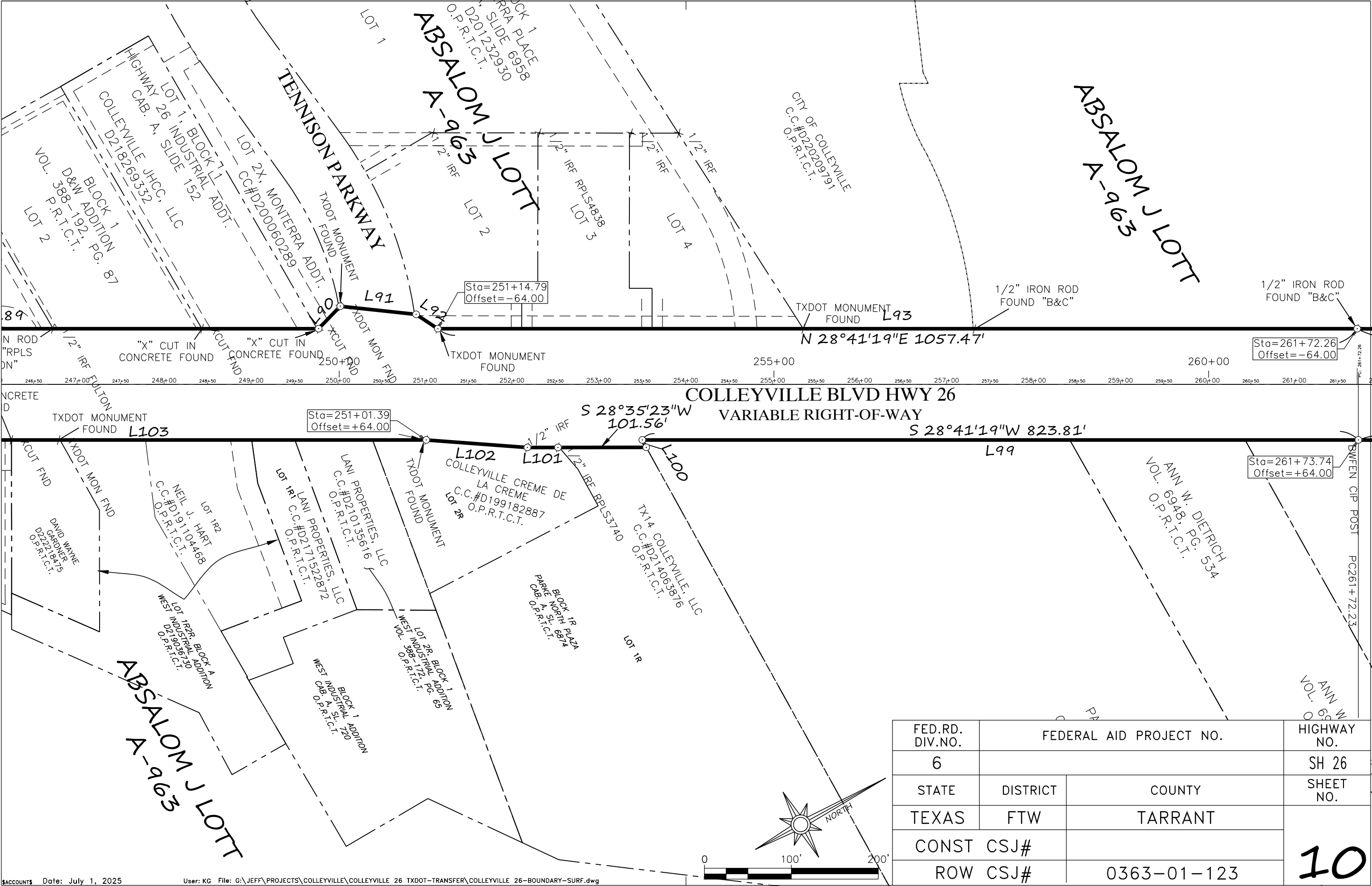




FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	9
CONST CSJ#			
ROW CSJ#		0363-01-123	

KG 1"=100'

July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg

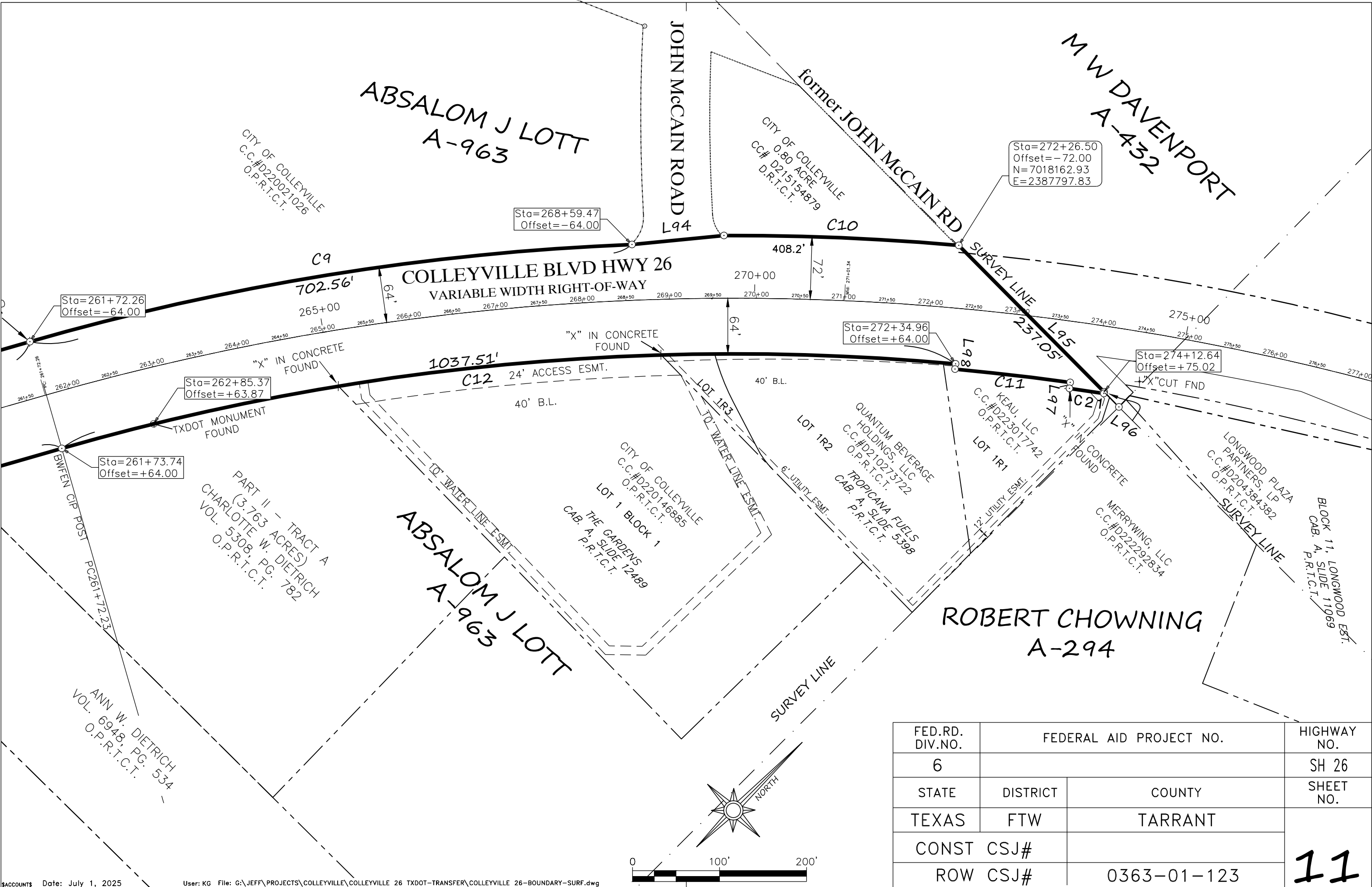


FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	10
CONST CSJ#			
ROW CSJ#		0363-01-123	

KG 1"=100'

July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg

SACCOUNTS Date: July 1, 2025 User: KG File: G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg



FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	11
CONST CSJ#			
ROW CSJ#		0363-01-123	

KG 1"=100'

July 1, 2025
G:\JEFF\PROJECTS\COLLEYVILLE\COLLEYVILLE 26 TXDOT-TRANSFER\COLLEYVILLE 26-BOUNDARY-SURF.dwg

LINE TABLE

Course	Bearing	Distance
L1	N 20°42'43" W	67.25'
L2	N 71°19'42" E	107.67'
L3	N 65°20'22" E	33.03'
L4	N 44°43'01" E	381.79'
L5	N 38°49'22" E	160.82'
L6	N 44°43'44" E	220.00'
L7	N 49°09'59" E	262.64'
L8	N 24°44'05" E	134.99'
L9	S 56°24'58" E	40.32'
L10	N 44°43'44" E	167.25'
L11	N 44°43'44" E	237.93'
L12	N 00°21'08" W	40.63'
L13	N 43°17'33" E	63.97'
L14	S 89°05'42" E	42.10'
L15	N 44°43'44" E	876.21'
L16	N 42°26'16" E	100.08'
L17	N 44°43'49" E	30.01'
L18	N 11°01'24" W	42.15'
L19	N 23°45'59" E	69.86'
L20	N 81°36'07" E	60.04'
L21	N 34°31'08" E	42.26'
L22	N 34°31'00" E	111.38'
L23	N 28°41'19" E	120.97'
L24	N 15°57'54" W	21.07'
L25	N 35°10'59" E	58.36'
L26	N 73°46'14" E	11.59'
L27	N 28°41'19" E	90.80'
L28	N 28°41'19" E	100.83'
L29	N 28°41'19" E	158.64'
L30	N 28°46'56" W	62.49'
L31	N 58°25'13" E	68.17'
L32	N 79°31'03" E	24.35'
L33	N 28°41'19" E	205.38'
L34	N 61°18'41" W	4.76'
L35	N 28°41'19" E	104.69'
L36	S 61°18'41" E	4.76'
L37	N 28°41'22" E	90.76'
L38	N 16°07'10" W	20.95'
L39	N 28°22'20" E	86.10'
L40	N 73°52'59" E	21.48'
L41	N 28°41'19" E	905.57'
L42	S 61°19'55" E	1.33'
L43	N 28°57'47" E	316.62'
L44	N 62°39'34" W	2.85'
L45	N 28°41'19" E	428.12'
L46	S 89°15'57" W	12.63'
L47	N 28°41'19" E	67.65'
L48	N 62°13'25" W	10.23'
L49	N 16°27'12" W	13.79'
L50	N 28°40'51" E	80.36'
L51	N 73°32'40" E	28.36'
L52	N 28°41'24" E	332.71'
L53	N 10°52'17" E	23.17'
L54	N 73°41'19" E	25.58'

Course	Bearing	Distance
L55	N 28°41'19" E	755.35'
L56	N 28°41'19" E	168.26'
L57	N 33°46'18" W	35.53'
L58	N 10°42'04" E	12.93'
L59	N 16°59'40" E	66.05'
L60	N 01°23'34" W	15.04'
L61	N 88°36'26" E	102.07'
L62	N 58°38'54" E	36.08'
L63	N 28°40'52" E	290.60'
L64	N 30°37'25" E	59.76'
L65	N 28°41'19" E	577.76'
L66	N 28°41'19" E	231.93'
L67	N 28°41'19" E	281.00'
L68	N 28°41'19" E	435.17'
L69	N 14°05'59" W	31.63'
L70	N 29°16'44" E	68.02'
L71	N 58°29'14" E	30.32'
L72	N 30°56'39" E	145.28'
L73	N 28°41'19" E	928.65'
L74	N 10°00'44" W	32.03'
L75	N 07°23'19" E	88.78'
L76	N 23°47'57" E	59.55'
L77	S 61°18'41" E	57.35'
L78	N 28°41'19" E	35.92'
L79	N 61°18'41" W	5.00'
L80	N 26°17'41" E	119.71'
L81	N 28°41'19" E	246.35'
L82	N 28°41'19" E	100.08'
L83	N 28°41'19" E	63.80'
L84	N 28°41'19" E	589.73'
L85	N 28°41'19" E	58.11'
L86	N 36°11'55" E	40.35'
L87	N 31°04'57" E	5.10'
L88	N 31°04'57" E	114.61'
L89	N 28°41'19" E	711.74'
L90	N 17°16'50" W	35.95'
L91	N 34°45'32" E	87.65'
L92	N 62°14'29" E	30.00'
L93	N 28°41'19" E	1057.47'
L94	N 39°08'51" E	106.19'
L95	N 89°56'35" E	237.05'
L96	S 36°30'11" E	1.98'
L97	N 37°45'34" W	7.00'
L98	N 39°57'33" W	6.00'
L99	S 28°41'19" W	823.81'
L100	N 89°37'54" E	9.57'
L101	S 28°35'23" W	35.18'
L102	S 32°54'51" W	116.74'
L103	S 28°41'19" W	835.48'
L104	S 18°04'35" W	52.31'
L105	S 52°47'07" W	31.54'
L106	S 28°47'04" W	177.43'
L107	S 29°36'51" E	59.42'
L108	S 51°42'34" W	78.38'

Course	Bearing	Distance
L109	S 59°38'26" W	35.27'
L110	S 29°04'25" W	238.94'
L111	N 89°31'00" W	5.68'
L112	S 28°41'19" W	236.64'
L113	S 18°23'59" E	57.25'
L114	S 41°00'16" W	63.25'
L115	S 63°34'14" W	40.82'
L116	S 28°41'49" W	317.87'
L117	S 89°29'23" W	5.79'
L118	S 26°17'41" W	95.77'
L119	S 26°17'41" W	23.94'
L120	S 28°39'34" W	32.58'
L121	S 28°41'19" W	87.04'
L122	S 14°14'06" E	36.71'
L123	S 57°09'09" E	15.57'
L124	S 01°05'56" E	67.12'
L125	S 89°46'26" W	115.96'
L126	S 28°41'19" W	2610.69'
L127	N 61°18'41" W	0.22'
L128	S 29°27'15" W	186.86'
L129	S 61°19'07" E	2.71'
L130	S 28°41'19" W	144.97'
L131	S 30°39'39" E	25.05'
L132	S 88°43'35" E	123.99'
L133	S 01°10'07" E	5.69'
L134	S 16°57'39" W	108.20'
L135	S 89°07'30" W	160.13'
L136	S 60°06'33" W	15.64'
L137	S 28°41'19" W	181.66'
L138	S 35°31'43" W	75.54'
L139	S 28°41'19" W	1116.06'
L140	S 16°18'55" E	37.53'
L141	S 32°18'21" W	80.00'
L142	S 73°41'04" W	30.40'
L143	S 28°41'19" W	1003.60'
L144	S 22°15'03" E	25.20'
L145	S 40°21'41" W	39.04'
L146	S 69°25'54" W	17.88'
L147	S 28°41'19" W	654.08'
L148	S 01°00'17" E	96.74'
L149	N 61°18'41" W	38.73'
L150	S 73°41'19" W	13.00'
L151	S 28°41'19" W	175.03'
L152	S 31°18'40" E	31.86'
L153	S 28°42'57" W	77.92'
L154	N 31°18'41" W	31.82'
L155	S 28°41'19" W	817.75'
L156	S 22°30'20" E	33.21'
L157	S 45°32'18" W	107.26'
L158	S 32°33'45" W	125.23'
L159	S 08°15'51" E	40.08'
L160	S 39°01'14" W	79.97'
L161	S 83°11'19" W	39.16'
L162	S 44°43'44" W	29.99'

Course	Bearing	Distance
L163	S 47°01'10" W	100.08'
L164	S 44°43'44" W	16.96'
L165	N 45°16'15" W	3.00'
L166	S 44°43'44" W	233.87'
L167	S 45°16'16" E	3.00'
L168	S 44°43'44" W	506.31'
L169	N 45°18'02" W	3.00'
L170	S 44°43'44" W	117.56'
L171	S 00°16'20" W	45.56'
L172	S 44°28'07" W	59.81'
L173	S 89°56'55" W	41.11'
L174	S 44°43'44" W	407.21'
L175	S 43°17'14" W	140.95'
L176	S 41°50'43" W	57.37'
L177	S 36°42'20" W	315.79'
L178	S 44°43'44" W	177.49'
L179	S 51°28'16" W	157.26'
L180	N 62°18'05" W	18.34'
L181	S 44°43'44" W	228.99'
L182	N 45°16'17" W	2.00'
L183	S 44°43'44" W	109.00'
L184	S 45°15'10" E	2.00'
L185	S 44°43'44" W	15.33'
L186	S 00°16'37" E	44.53'
L187	S 38°41'04" W	81.57'
L188	N 86°08'13" W	53.00'
L189	N 74°52'07" W	156.45'

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	12
CONST CSJ#			
ROW CSJ#		0363-01-123	

CURVE TABLE

Curve	Radius	Length	Delta	Chord	Chord Bear.
C1	2928.78'	114.43'	2°14'19"	114.42'	N 43°36'35" E
C2	2796.79'	250.80'	5°08'17"	250.72'	N 42°09'36" E
C3	2788.79'	250.26'	5°08'30"	250.17'	N 34°10'19" E
C4	242.41'	56.88'	13°26'38"	56.75'	N 85°10'24" W
C5	2795.79'	116.81'	2°23'38"	116.81'	N 27°29'30" E
C6	2933.79'	122.56'	2°23'37"	122.55'	N 27°29'29" E
C7	2928.79'	82.37'	1°36'41"	82.36'	N 30°16'36" E
C8	2800.79'	117.02'	2°23'38"	117.02'	N 29°53'08" E
C9	2928.79'	702.56'	13°44'39"	700.88'	N 35°33'38" E
C10	2936.79'	270.22'	5°16'19"	270.12'	N 47°08'15" E
C11	2794.79'	133.18'	2°43'49"	133.17'	S 51°18'27" W
C12	2800.79'	1037.51'	21°13'28"	1031.59'	S 39°19'50" W
C13	2929.13'	96.94'	1°53'46"	96.94'	S 29°38'12" W
C14	2800.79'	112.63'	2°18'15"	112.63'	S 27°26'48" W
C15	150.02'	27.67'	10°34'03"	27.63'	S 61°40'22" E
C16	2928.79'	61.79'	1°12'31"	61.79'	S 29°17'34" W
C17	2928.79'	43.67'	0°51'16"	43.67'	S 32°44'31" W
C18	2932.79'	59.73'	1°10'01"	59.73'	S 36°11'59" W
C19	2932.79'	271.44'	5°18'11"	271.35'	S 42°04'39" W
C20	2928.79'	112.53'	2°12'05"	112.52'	S 27°23'44" W
C21	2787.79'	40.02'	0°49'21"	40.02'	S 53°05'06" W

LEGEND:

BRS: BEARS (LOCATED)
C.M. - CONTROLLING MONUMENT
IRF - IRON ROD FOUND 
IRS - IRON ROD SET 
ROW - RIGHT-OF-WAY
P/L - PROPERTY LINE
C/L - CENTER LINE
P.R.T.C.T. - PLAT RECORDS OF
TARRANT COUNTY, TEXAS

NOTES:

All coordinates and bearings are based on the Texas State Plane Coordinate System, N.A.D. 83 North Central Zone. All distances and coordinates shown are surface values (unless otherwise noted) and may be converted to grid by dividing by TxDOT conversion factor for Tarrant County of 1.00012.

All stations and offsets shown are calculated relative to the project centerline (SH 26 Baseline) unless otherwise noted.

****This monument may be replaced by TxDOT type II right-of-way maker upon the completion of the highway construction project under the supervision of a registered professional land surveyor either employed or retained by TxDOT.**

FED.RD. DIV.NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
6			SH 26
STATE	DISTRICT	COUNTY	SHEET NO.
TEXAS	FTW	TARRANT	13
CONST CSJ#			
ROW CSJ#		0363-01-123	



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5b

Agenda Date 8/5/2025

Number Resolution R-25-5065

Type Resolution

Department Engineering

Title

Approving a Landscape Maintenance Agreement with the Texas Department of Transportation, and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

The City applied for and received Green Ribbon Program funding for landscape improvements on SH26 - Tennison Parkway to John McCain Road, and SH121 - Gateway Drive to Connecting Road. The state will provide the funding for the improvements, provided the City agrees to be responsible for all required maintenance of the landscape improvements.

Per the agreement, all landscape elements must be maintained in a functional and aesthetically pleasing condition, and maintenance shall include but not be limited to plant maintenance/replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining the landscape elements.

Financial Impact

The City is responsible for all maintenance of the irrigation and landscape improvements and utility costs associated with maintaining the landscape elements installed for the Green Ribbon Program.

Recommendation

Approve

Attachments

1. Landscape Maintenance Agreement
2. Resolution R-25-5065



LANDSCAPE MAINTENANCE AGREEMENT

02-Colleyville-LMA-0002

Form 2043
(Rev. 10/18)
Page 1 of 3

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of _____ Colleyville _____, _____ Tarrant _____ County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated _____ August 13, 1968 _____, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the maintenance of the Green Ribbon Landscape Enhancement project which is located on SH 26 and SH 121 non-controlled access state highway, as defined in the Municipal Maintenance Agreement. The maintenance is further described in Attachment A, the location map for this project, and limited to the portions along SH 26 and SH 121, from (SH 26) Tennison Parkway; (SH 121) Gateway Dr; to (SH 26) John McCain Rd; (SH 121) Connecting Road.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. The City will be responsible for all utility costs associated with maintaining landscape elements. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

CITY OF _____

By _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

District

Attachments

Contact/Help



DEADLINE: 3/28/2025 5:00 PM

APPLICATION GREEN RIBBON PROGRAM FY2026

GREEN RIBBON PROGRAM COORDINATOR:

Erica Swenson
FTW District Vegetation Specialist
2501 S.W. Loop 820 at McCart Avenue
Fort Worth, Texas 76133

EMAIL:

ERICA.SWENSON@TXDOT.GOV

Send PDF via email (Application & Attachments)

AMOUNT REQUESTING:

REQUIRED INFORMATION

City/Local Entity Name:	City of Colleyville	Tel:	817-503-1104
Title:	CIP Manager	Email:	edorminy@colleyville.com
Address:	100 Main Street		
City:	Colleyville	Zip Code:	76034
(Print) Agreement Signer:	<i>Elijah Dorminy</i> Elijah Dorminy		
Proj. Manager /Consultant:	Dorothy Witmeyer	Tel:	817-412-7155
Address:	4060 Bryant Irving Road		
City:	Fort Worth	Email:	dorothy.witmeyer@westwoodps.com
		Zip Code:	76109
Will this be let as a Local Government Project Yes or No:			Yes
Is this local entity (or consultant) certified in TxDOT's Local Government Project Procedures (LGPP) Yes or No:			Yes

PROJECT INFORMATION

CSJ or Project #:	0364 01 XXX	Highway:	SH 121
Project Limits From:	Gateway Drive		
Project Limits To:	Connecting Road		

SCOPE OF WORK

Scope of work should be detailed enough to explain location, size and concept of the project.

The goal of the SH 121 project is to replace non native low turf grass with native and near native ornamental plantings at the city's gateway, while adhering to TxDOT safety guidelines and design standards. Building on the FY25 green ribbon project, the City would like to extend the proposed planting and irrigation improvements north along the SH 121 frontage road, unifying the aesthetic appearance of the corridor. Planting and irrigation improvements would take place along the west side of the frontage road, within the existing ROW from Gateway Drive to Connecting Road. Proposed plant materials would consist of natives and near natives, well adapted to the area. The concept proposes ornamental trees, shrubs, perennials, ornamental grasses and cobble mulch to provide seasonal interest and help with air quality. An existing permanent irrigation system will be expanded, to provide point source irrigation, bubblers and drip, to all new plant materials. Hardscape items will be limited to mow curbs and cobble mulch.

The projected construction cost for this project is just over \$400,000.00. The City is committed to providing additional funds to cover amounts exceeding a green ribbon award. The City of Colleyville is submitting two applications, this one is for FY26.

Attach a Preliminary Schedule, Location Map and Schematic Plan.

TXDOT USE ONLY

APPROVED (Y or N):

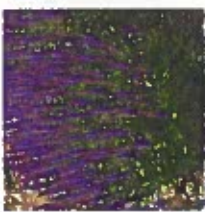
AMOUNT:



SH-121 CSJ: 0364-01-XXX
North of Gateway Dr to Connecting Rd



PLANT PALETTE

							
BLUE QUEEN SAGE	AUTUMN SAGE	YELLOW YUCCA	RED YUCCA	LACEBARK ELM	WEeping LOVEGRASS	GOLD MUPLY	BERKELEY SEDGE
							
							
COBBLE MULCH							



FY26 GREEN RIBBON CONCEPTUAL LAYOUT



DEADLINE: 3/28/2025 5:00 PM

APPLICATION GREEN RIBBON PROGRAM FY 2026

GREEN RIBBON PROGRAM COORDINATOR:

Erica Swenson
FTW District Vegetation Specialist
2501 S.W. Loop 820 at McCart Avenue
Fort Worth, Texas 76133

EMAIL:

ERICA.SWENSON@TXDOT.GOV

Send PDF via email (Application & Attachments)

AMOUNT REQUESTING:

REQUIRED INFORMATION

City/Local Entity Name:	City of Colleyville	Tel:	817-503-1104
	CIP Manager	Email:	edorminy@colleyville.com
Title:			
Address:	100 Main Street		
City:	Colleyville	Zip Code:	76034
(Print) Agreement Signer:	<i>Elijah Dorminy</i>	Elijah Dorminy	
Proj. Manager /Consultant:	Dorothy Wilmeyer	Tel:	817-412-7155
Address:	4060 Brant Irving Road	Email:	dorothy.wilmeyer@westwoodps.com
City:	Fort Worth	Zip Code:	76109
Will this be let as a Local Government Project Yes or No: Yes			
Is this local entity (or consultant) certified in TxDOT's Local Government Project Procedures (LGPP) Yes or No: Yes			

PROJECT INFORMATION

CSJ or Project #:	0363 01 XXX	Highway:	SH 26
Project Limits From:	Tennison Parkway		
Project Limits To:	John McCain Road		

SCOPE OF WORK

Scope of work should be detailed enough to explain location, size and concept of the project.

With the success of multiple green ribbon projects along SH 26, the City of Colleyville would like to further expand the native and near native ornamental plantings along the corridor to highlight conscientious design. The proposed planting and irrigation improvements will enhance the commute of daily drivers as they move through the corridor and help mitigate poor air quality. Adhering to TxDOT's safety guidelines and design standards, planting and irrigation improvements would take place along the back of curb, on the northwest side of SH 26, within the existing ROW, from Tennison Pkwy and John McCain. Proposed plant materials would consist of natives and near natives well adapted to the area. The concept proposes shrubs, perennials, ornamental grasses and cobble mulch to provide seasonal interest and help with air quality. An existing permanent irrigation system will be added onto to provide point source irrigation, bubblers and drip, to all new plant materials. Hardscape items will be limited to mow curbs and cobble mulch.

The projected construction cost for this project is just over \$400,000.00. The City is committed to providing additional funds to cover amounts exceeding a green ribbon award. The City of Colleyville is submitting two applications, this one is for FY27.

Attach a Preliminary Schedule, Location Map and Schematic Plan.

TXDOT USE ONLY

APPROVED (Y or N): AMOUNT:

SH 26; CSJ 0363-01-XXX

Tennison Pkwy to John McCain

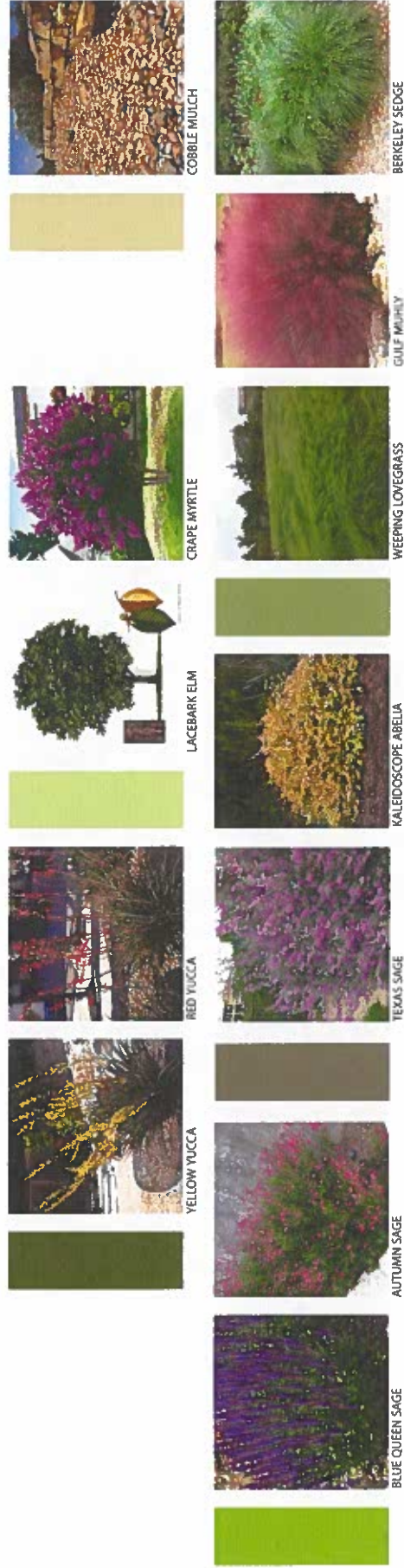
Legend



Google Earth



PLANT PALETTE



FY26 GREEN RIBBON CONCEPTUAL LAYOUT



RESOLUTION R-25-5065

APPROVING A LANDSCAPE MANAGEMENT AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTAINING IRRIGATION AND LANDSCAPE IMPROVEMENTS INSTALLED FOR THE GREEN RIBBON PROGRAM AS IDENTIFIED IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council finds it in the best interest of the City and its citizens to maintain irrigation and landscape improvements installed in association with the Green Ribbon Program on SH26 - Tennison Parkway to John McCain Road, and SH121 - Gateway Drive to Connecting Road; and

WHEREAS, the City Council finds it in the best interest of the City to enter into the Landscape Maintenance Agreement, (the "Agreement") with Texas Department of Transportation (TXDOT), which is attached hereto and incorporated herein by reference as Exhibit "A", under the terms and conditions provided therein.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

- Sec. 1. THAT the City Council authorizes the Landscape Maintenance Agreement with the Texas Department of Transportation (TXDOT) for the Green Ribbon projects at SH26 - Tennison Parkway to John McCain Road, and SH121 - Gateway Drive to Connecting Road, and authorizes the City Manager, or his designee, to execute said Agreement.
- Sec. 2. THAT this Resolution shall become effective immediately upon passage.

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 5TH DAY OF AUGUST 2025.

Mayor Bobby Lindamood	_____	Mark Alfonso, Place 2	_____
Brandi Elder, Place 1	_____	Ben Graves, Place 4	_____
Scotty Richardson, Place 3	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:	CITY OF COLLEYVILLE
----------------	----------------------------

Christine Loven, TRMC City Secretary	Bobby Lindamood Mayor
---	--------------------------



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 6a

Agenda Date 8/5/2025

Number Ordinance O-25-2337

Type Ordinance

Department Community Development

Title

Consideration of a Special Use Permit for a fence on Lot 24, Block 1, of the Ross Downs Estates, located at 2400 Broadoak Way, Case ZC25-015

Explanation

First Reading and Public Hearing

Arye Jackont, the applicant, has submitted a request for a Special Use Permit (SUP) for a fence on Lot 24, Block 1, Longwood Estates at Ross Downs, being approximately 0.28 acres, and zoned Planned Unit Development – Residential (PUD-R). The SUP request is to allow for an 8-foot wooden fence to replace an existing fence and be placed within the required street side yard setback.

Existing Conditions/Background: The subject property, 2400 Broadoak Way, resides at the intersection of Broadoak Way and Wandering Way and has Planned Unit Development - Residential zoning. The property has an existing single-family home that has a wooden fence previously existing. The applicant has requested an SUP to replace it with a new wooden fence that does not meet current requirements.

SUP Request: The applicant is requesting approval of an SUP to allow for a wood fence 8-foot in height to encroach into the required street side yard setback. Wood fences are greater than 25% opaque construction and cannot be placed within the required street side yard setback without the approval of an SUP.

Ordinance – Section 3.26 Fences, Free Standing Walls, and Screening Materials Regulations of the Land Development Code establishes the maximum size and location of fencing to be permitted by staff on a residential lot:

"E. Fence and Free-Standing Wall Setback Requirement:

2. *Corner Side Yards: Except where allowed elsewhere in this chapter, no fence or freestanding wall greater than thirty (30) inches in height and greater than twenty-five (25) percent opaque construction shall extend into the required street side yard. A fence that is greater than thirty (30) inches in height and no greater than twenty-five (25) percent opaque construction may extend into the required street yard and be located not less than ten (10) feet from the side property line. The regulations of 1.a through 1.d above shall apply."*

Regulation "2" above applies in this case requiring that no fence be greater than twenty-five (25) percent opaque and built within the required street side yard setback.

Special Use Permit Provision: Any request for a building permit for a fence/wall which does not meet the criteria in this Section shall only be authorized after approval of a Special Use Permit by the City Council using the procedures contained elsewhere in this Land Development Code.

Analysis: The applicant is requesting an SUP to allow for an 8-foot wood fence to replace an existing wood fence and be built within the street side yard setback on a corner lot approximately 14 feet from the property line. The fence is greater than 25% opaque construction and would need to be placed at a 30 foot street side yard setback to be compliant with the regulations of the Land Development Code.

Plat Status: The property is platted as Lot 24, Block 1, Longwood Estates at Ross Downs.

DRC Review: The DRC reviewed the request during their June 23, 2025, meeting and determined the case would be scheduled for the July 14, 2025, Planning and Zoning Commission meeting.

Drainage: NA

Surrounding Development: The properties to the north, east, south, and west are zoned Planned Unit Development - Residential and improved with single-family homes.

Public Notification: Staff mailed notices to all property owners within 500 feet as well as any Homeowners Associations within 1,000 feet of the subject property regarding this request. Grapevine-Colleyville ISD, where the subject property is located, was notified per State law. Notice was published in the *Fort Worth Star-Telegram* as required by State law and the Land Development Code.

Staff Recommendation: Staff is neutral on this request.

Planning and Zoning Commission Recommendation: The Planning and Zoning Commission recommended approval of the fence to be replaced at its current location at their July 14, 2025 meeting by a vote of 7-0.

Recommendation

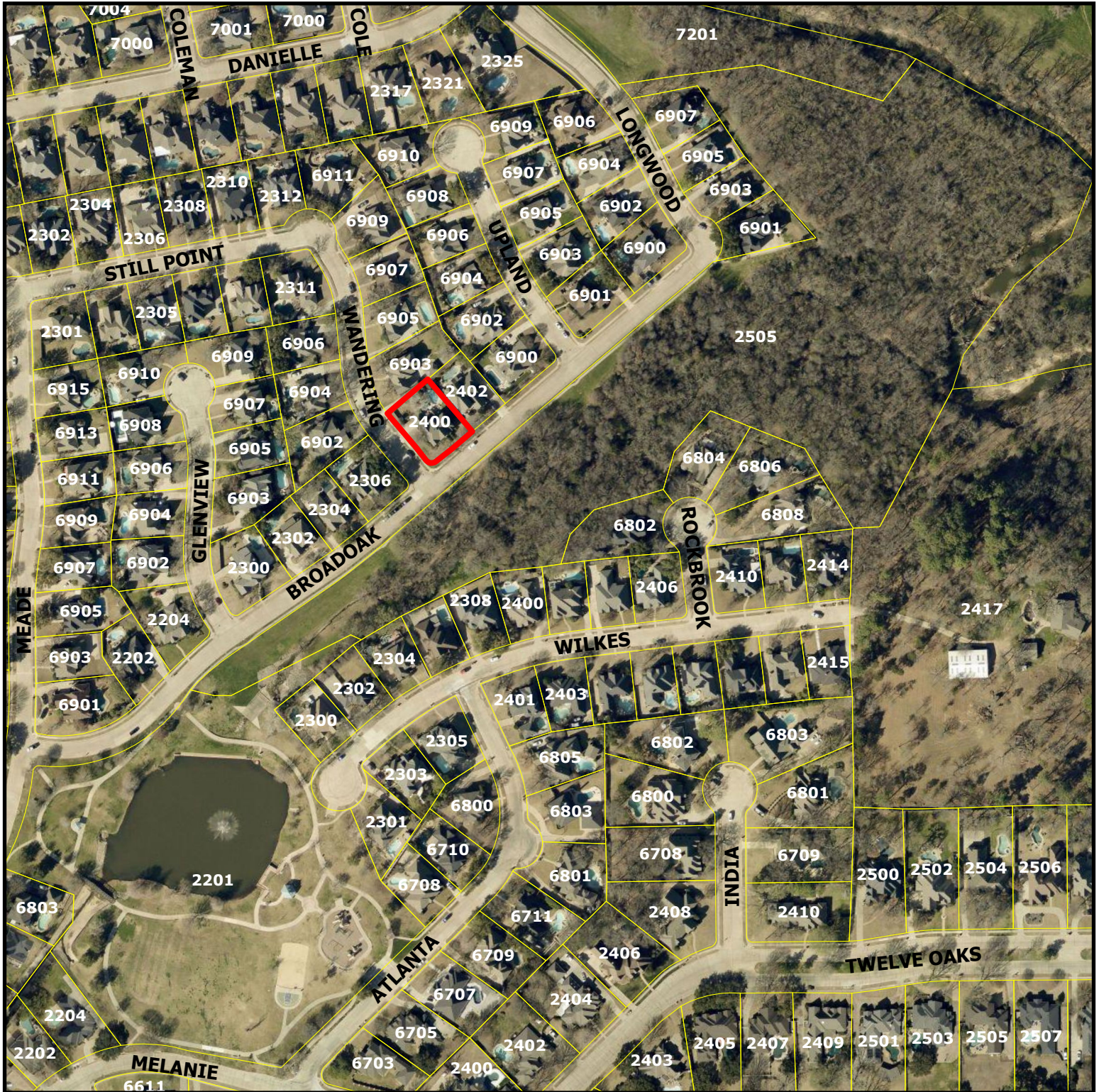
None

Attachments

1. Aerial Map
2. Zoning Map
3. Future Land Use Map
4. Fence Exhibit

5. Streetview Images
6. Notification Map
7. Notification Letter
8. Letter Received
9. Ordinance O-25-2337

Aerial Map

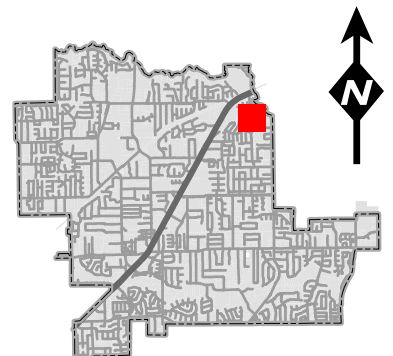


ZC25-015

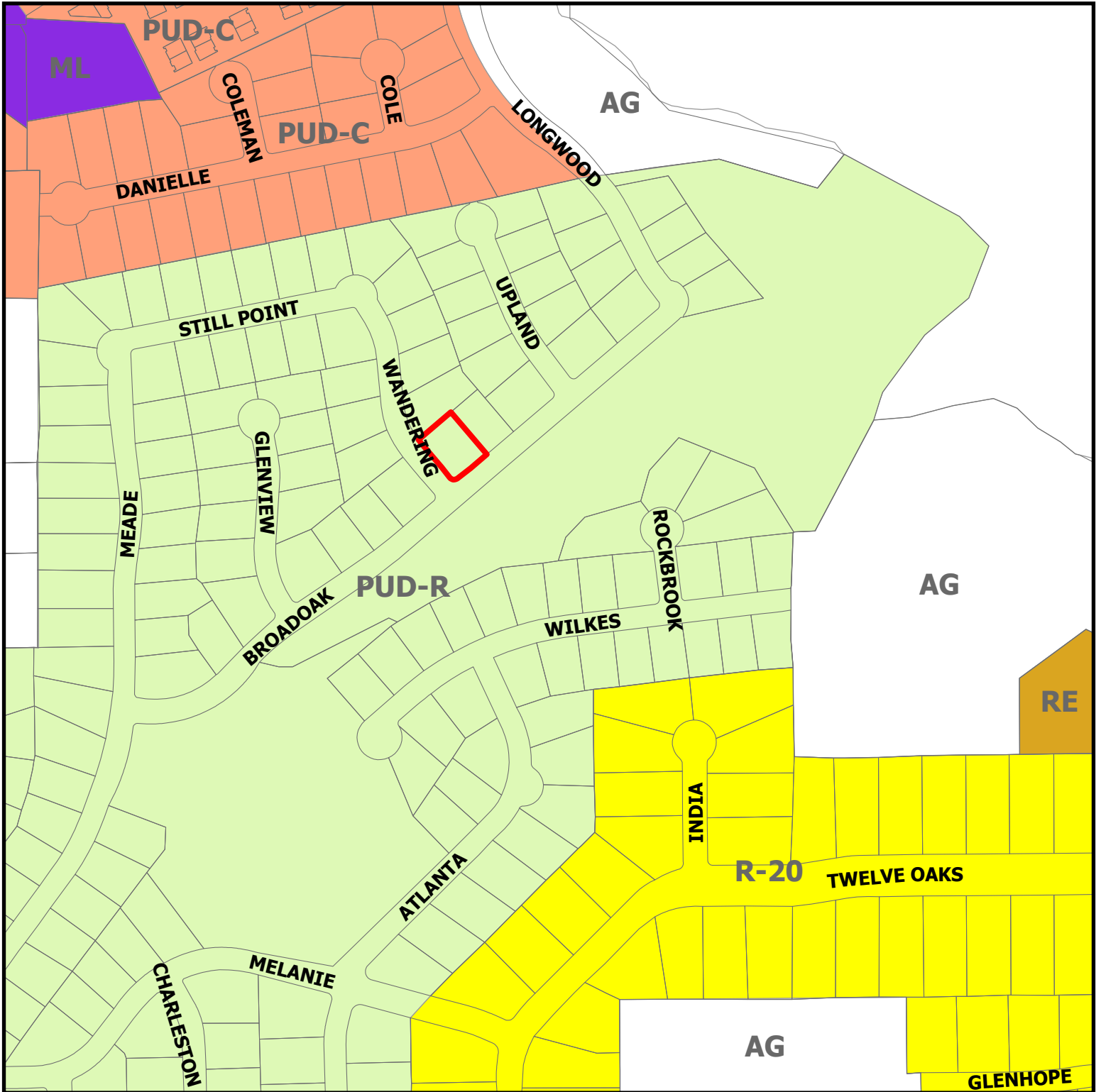
2400 Broadoak Way

DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

 Subject Property



Zoning Map

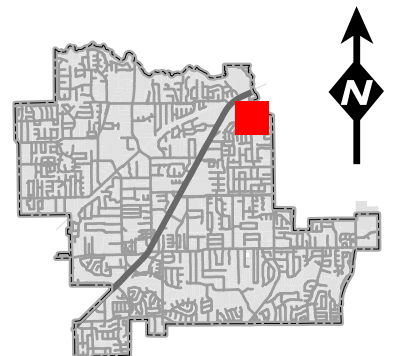


ZC25-015

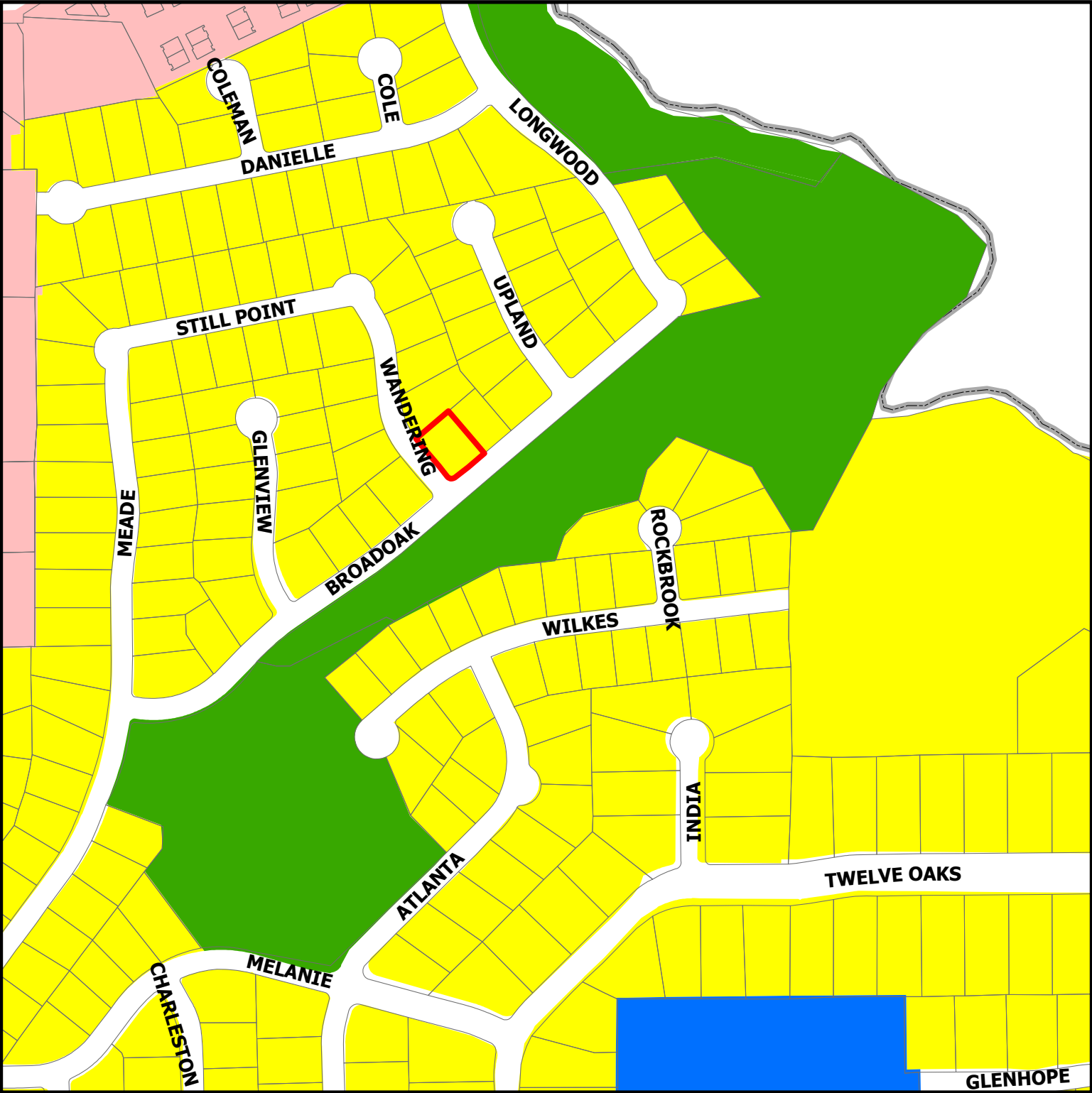
2400 Broadoak Way

DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

 Subject Property

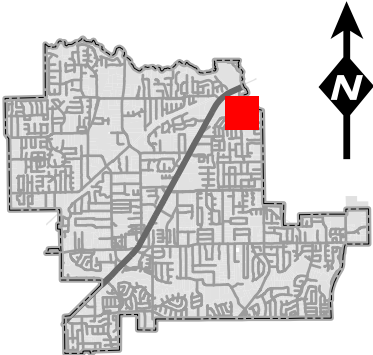


Future Land Use Map

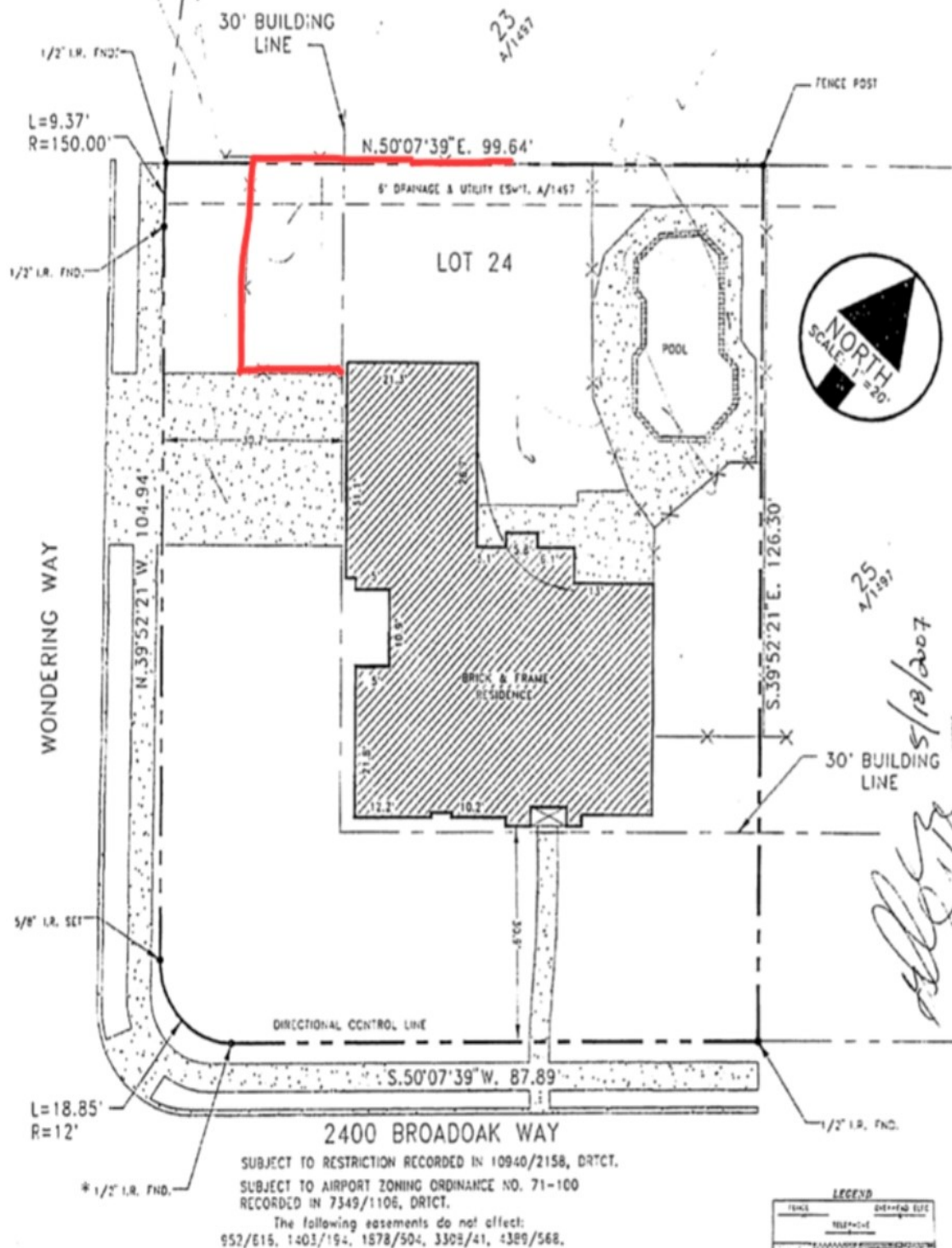


ZC25-015
2400 Broadoak Way

- Residential
- Institutional
- Colleyville Blvd Corridor
- Open Space; Parks
- Subject Property



DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.



PROPERTY DESCRIPTION: Being Lot 24, Block 1 of LONGWOOD ESTATES AT ROSS DOWNS, PHASE B, an Addition to the City of COLLEYVILLE, TARRANT County, Texas, according to the Final Plat thereof recorded in Cabinet A, Page 1497, Plat Records, TARRANT County, Texas.

According to the FIRN Map #843900105 H Dated: 8-1-95, this property is not located in a special flood hazard area. This property is located in zone "X".

REFERENCE NO 55358

LENDER: FAIRWAY MORTGAGE

TITLE CO: AMERICAN TITLE

PURCHASER: STEVENS GT# 97 HD 457462-Y (02554)

DATE 1-5-97



[Signature]
James H. Dowdy
Land Surveyors, Inc.

[Signature]
ROLAND RODRIGUEZ, R.P.L.S. No. 4987
6850 MANHATTAN BLVD. SUITE 310
FORT WORTH, TEXAS 76120
(817) 429-9898

SURVEYORS CERTIFICATION

The undersigned Registered Professional Land Surveyor certifies to purchaser, Lender and Title Company as named that: (A) this plat of survey and the property description set forth herein are a true representation to facts found at the time of an actual on-the-ground survey; (B) such survey was conducted by the surveyor or under his supervision; (C) there are no visible encroachments, conflicts, shortages in area or boundary line, except as shown; (D) the property has access to a public street unless otherwise noted; (E) the flood statement based on the most recent data available to the surveyor, and while this survey may show the property not to be in a special flood hazard area, it may be subject to some degree of flooding, for more information contact your local flood plain administrator or the Federal Emergency Management Agency; (F) reflects easements affecting the property, evidence of which is visible on the ground, or of which the surveyor has legal notice.

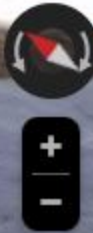
DATE	DATE
1-5-97	1-5-97
1-5-97	1-5-97
1-5-97	1-5-97
1-5-97	1-5-97
1-5-97	1-5-97
1-5-97	1-5-97
1-5-97	1-5-97
1-5-97	1-5-97
1-5-97	1-5-97



6902 Wandering Way
Colleyville, Texas

 Google Street View

Dec 2023 [See more dates](#)



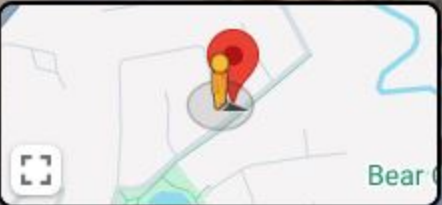
6902 Wandering Way

Colleyville, Texas



Google Street View

Dec 2023 [See more dates](#)



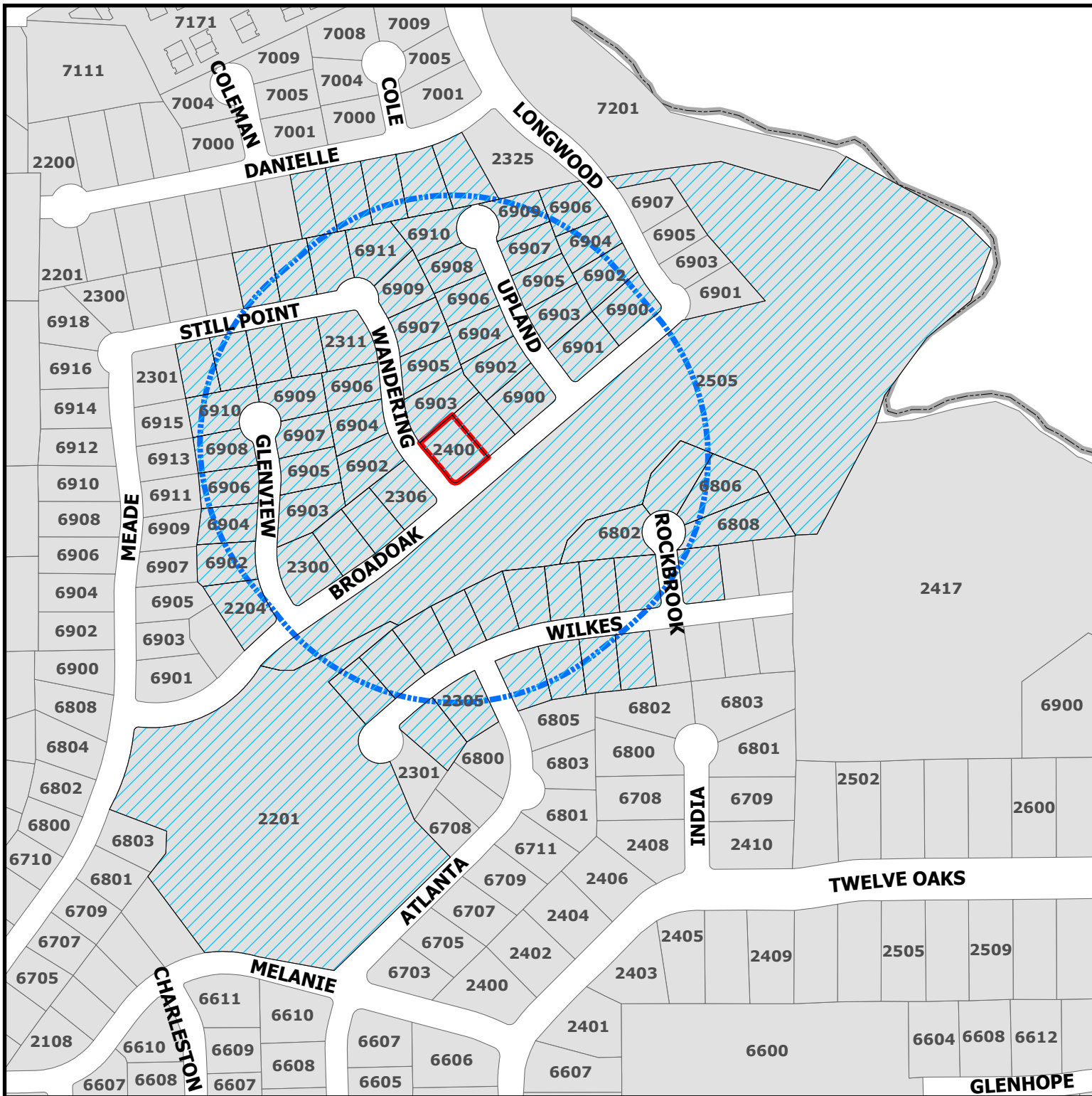
6902 Wandering Way | 📍 ⋮
Colleyville, Texas

 Google Street View

Dec 2023 [See more dates](#)



Notification Map

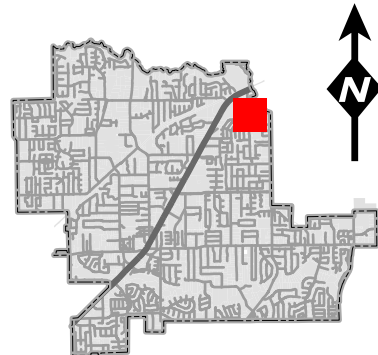


DISCLAIMER:
This map and information contained in it were developed exclusively for use by the City of Colleyville. Any use or reliance on this map by anyone else is at that party's risk and without liability to the City of Colleyville, its officials or employees for any discrepancies, errors, or variances which may exist.

ZC25-015

2400 Broadoak Way

-  Parcels to be notified
 Buffer
 Subject Property





NOTICE OF PUBLIC HEARING

«Owner Name»

«Owner Address»

«Owner City» «Owner Zip»

The City of Colleyville has scheduled public hearings concerning the below referenced request on the following dates and location:

Planning and Zoning Commission Meeting: Monday, July 14, 2025 at 7:00 p.m.
City Council Meetings: Tuesday, August 5, 2025 & Tuesday, August 19, 2025 at 7:00 p.m.
3rd floor of City Hall, 100 Main Street, Colleyville, Texas

Request: Consideration of a Special Use Permit for a fence on Lot 24, Block 1, of the Longwood Estates at Ross Downs Addition, located at 2400 Broadoak Way, Case ZC25-015. The applicant is requesting to relocate the existing wood fence to be located on the property line adjacent to the sidewalk along Wandering Way. The request is to allow for a 8-foot wooden fence to be placed within the required street side yard setback.

Zoning Case: ZC25-015

Applicant: Arye Jackont

Owner: Arye Jackont

Location: 2400 Broadoak Way

Property Description: Lot 24, Block 1, Longwood Esates at Ross Downs Addition

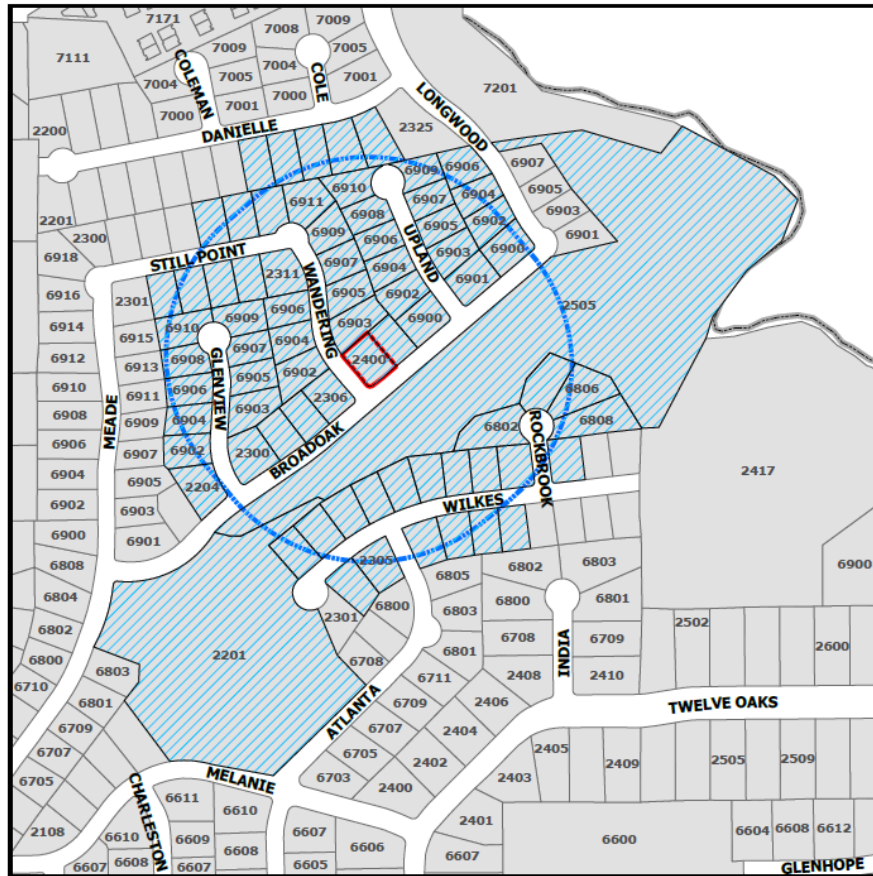
Present Zoning: PUD-R, Planned Unit Development Residential

This notice has been sent to all owners of real property within 500 feet of the request as such ownership appears on the last approved tax roll and all homeowners associations within 1000 feet. Approval by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Denial of the proposal by the Commission is final, unless the applicant submits a written notice of appeal within 10 days from the date of action by the Commission. If appealed, the request will be placed on the next available City Council agenda as listed above. Rezoning requests, zoning amendments and conditions recommended by the Commission for approval by the City Council may be more restrictive than those described in this notice.

All interested persons are encouraged to attend the public hearing and express their opinions on the zoning change request. If you are unable to attend, but wish to have your opinions made a part of the public record, please submit written comments prior to the public hearing, to the address or email below:

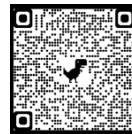
Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX 76034
Citizenletters@colleyville.com

NOTICE OF PUBLIC HEARING



If the property owners of 20% or more of the land within the 200 foot notification area file a written protest prior to the public hearing, State law provides that the approval of the zoning change request shall require the approval of a super majority vote by City Council.

The application is on file for public examination in the Community Development Department at 100 Main Street, Colleyville, Texas 76034. A brief project description can be found online on the Agenda Packet and Active Development Case map (please use your phone's camera to scan QR code below):



For additional information, please contact the Community Development Department at 817.503.1050. Please reference the zoning case number when requesting information.

Kristopher Potts

Kristopher Potts
Planner

From: [REDACTED]
To: [Citizen Letters](#)
Subject: Zoning Case ZC25-015 (Arye Jackont)
Date: Sunday, July 13, 2025 1:11:37 PM

Community Development Department
City of Colleyville
100 Main Street
Colleyville, TX

I am writing in response to the Zoning Request ZC25-015 submitted by Arye Jackont. I am against the request for two reasons. First is the aesthetics of an eight foot fence extending out to and adjacent to the sidewalk. I am not aware of a fence extending to the side walk throughout Longwood Estates, Rossdawns or Highland Meadows. More importantly, beyond the aesthetics is the safety concern caused by the fence. The fence will be close enough to the corner of Broadoak and Wandering Way to cause somewhat of a blind spot for cars turning on to Wandering Way. The main safety factor is for pedestrians walking on the sidewalk next to the fence. The driveway for the neighboring at 6903 Wandering Way is adjacent to the fence. I walk our dogs and grandkids along this sidewalk and the fence would be a safety hazard, hindering the view of both the pedestrian and a car backing out of the adjacent driveway. This is especially true when little kids are allowed to walk 10 to 15 feet ahead of the parent. I would think this would also be a liability for the city of Colleyville.

The zoning requirements are well thought out and are established for a reason. I am not aware of the need for this request, but I feel the safety far outweighs the need for an exception.

Respectfully submitted
Ron Burkhardt
6910 Upland Lane
Colleyville, TX

ORDINANCE O-25-2337

AMENDING THE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP OF THE CITY OF COLLEYVILLE, TEXAS, BY CHANGING THE ZONING ON APPROXIMATELY 0.28 ACRES, BEING LOT 24, BLOCK 1, LONGWOOD ESTATES AT ROSS DOWNS, LOCATED AT 2400 BROADOAK WAY, BY AUTHORIZING A SPECIAL USE PERMIT TO ALLOW FOR AN 8-FOOT WOODEN FENCE TO BE PLACED WITHIN THE REQUIRED STREET SIDE YARD SETBACK; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Colleyville has received an application for a Special Use Permit to allow for an 8-foot wooden fence to be placed within the required street side yard setback and be located approximately 14 feet from the property line under Case No. ZC25-015; and

WHEREAS, the City of Colleyville deems it necessary, for the purpose of promoting the health, safety, morals, or general welfare of the City to amend the City's zoning ordinance; and

WHEREAS, the Planning and Zoning Commission, has given reasonable consideration to, among other things, the character of the City's zoning districts and their peculiar suitability for particular uses, with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the City; and

WHEREAS, the City Council is of the opinion that the change in zoning provided for herein should be made, in compliance with the City Charter, and state law with reference to changes to zoning classifications under the City's zoning ordinance and zoning map, having given the requisite notices required by law and having held public hearings affording all interested persons and property owners a full and fair opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEYVILLE, TEXAS:

Sec. 1. THAT the Comprehensive Zoning Ordinance of the City of Colleyville, Texas, be, and the same is hereby amended by authorizing a Special Use Permit to allow for a fence to be placed within the required street side yard setback and be

located approximately 14 feet from the property line on 0.28 acres, being Lot 24, Block 1, Longwood Estates at Ross Downs, located at 2400 Broadoak Way, as depicted on the attached as Exhibit "A".

Sec. 2. THAT the above described tract of land shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Colleyville as heretofore amended, and as amended herein.

Sec. 3. THAT the above described tract of land shall be subject to the following conditions:

1. GENERAL

- a. The Special Use Permit shall allow an 8-foot wood fence to be placed within the required street side yard setback and be located approximately 14 feet from the property line.
- b. It shall be generally consistent with the site plan and as depicted on the attached Exhibit "B".
- c. All requirements of the Land Development Code shall be met, except where amended herein.

Sec. 4. THAT any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Colleyville, and upon conviction shall be punishable by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

Sec. 5. THAT if any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be judged invalid or unconstitutional, the same shall not affect the validity of this ordinance as a whole or any portion thereof other than that portion so decided to be invalid or unconstitutional.

Sec. 6. THAT in addition to and accumulative of all other penalties, the City shall have the right to seek injunctive relief for any and all violations of this ordinance.

Sec. 7. THAT this ordinance shall take effect immediately from and after its passage subject to the publication of the caption, as the law or charter in such cases may provide.

AND IT IS SO ORDERED.

The first reading and public hearing being conducted on the 5th day of August 2025.

The second reading and public hearing being conducted on the 19th day of August 2025.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 19TH DAY OF AUGUST 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

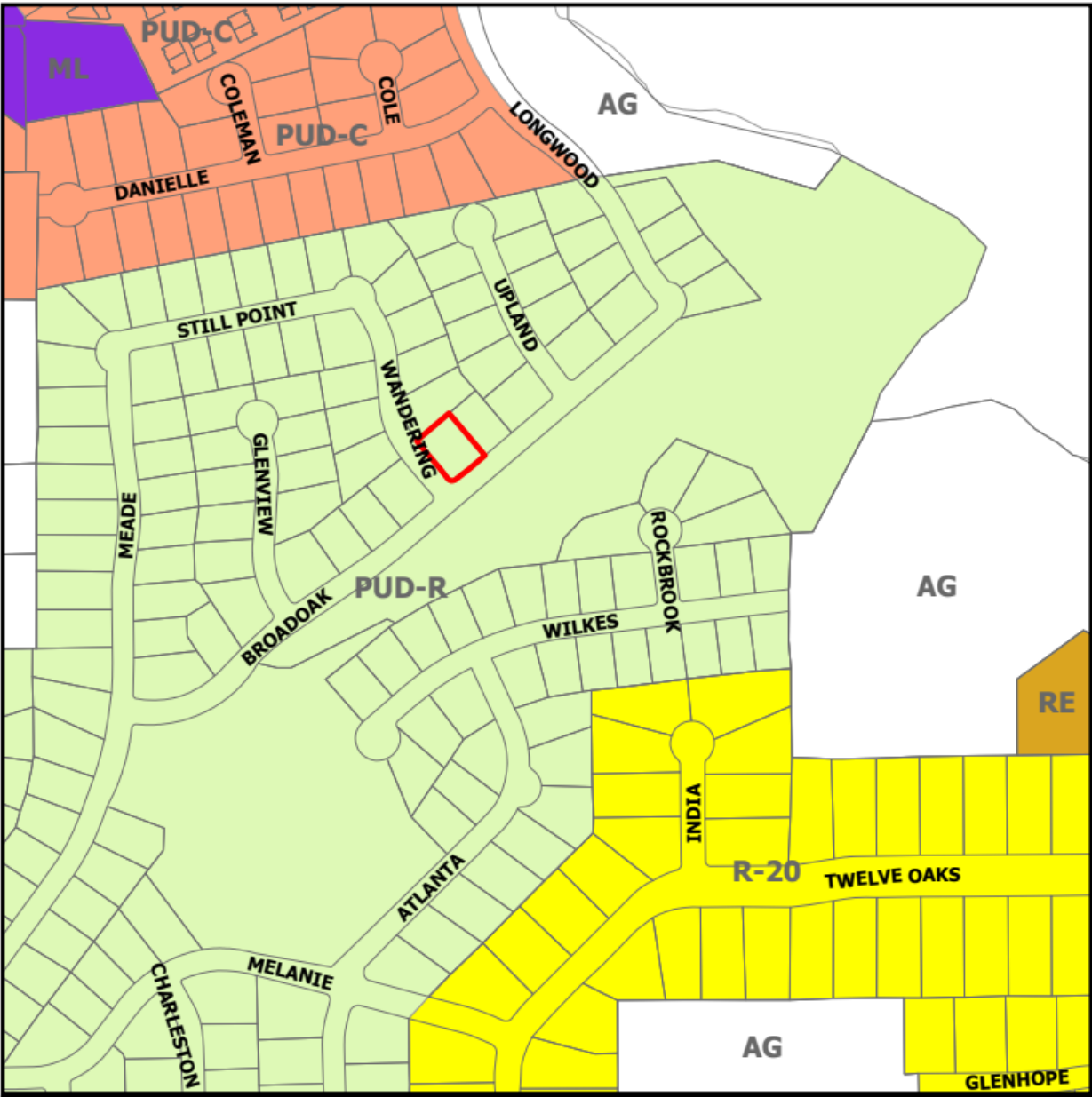
Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor

APPROVED AS TO FORM:

Whitt Wyatt
City Attorney

Exhibit "A" - Location and Zoning Map



23
A/1457

1/2" I.R. END

30' BUILDING LINE

L=9.37'
R=150.00'

N.50°07'39"E. 99.64'

6" DRAINAGE & UTILITY ES=1. A/1457

LOT 24

POOL

BRICK & FRAM. STRUCTURE

30' BUILDING LINE

25
A/1457

5/18/2007

WONDERING WAY

N.39°52'21"W. 104.94'

S.39°52'21"E. 126.30'

3/8" I.R. SET

L=18.85'
R=12'

DIRECTIONAL CONTROL LINE

S.50°07'39"W. 87.89'

2400 BROADOAK WAY

SUBJECT TO RESTRICTION RECORDED IN 10940/2158, DRCT.

SUBJECT TO AIRPORT ZONING ORDINANCE NO. 71-100 RECORDED IN 7349/1106, DRCT.

The following statements do not affect:
952/615, 1403/194, 1578/504, 3305/41, 4305/568.

1/2" I.R. END

LEGEND

TOUCH

DEFINITION

REMARKS

1. 1/2" I.R. END

2. 3/8" I.R. SET

3. 1/2" I.R. END

4. 3/8" I.R. SET

5. 1/2" I.R. END

6. 3/8" I.R. SET

7. 1/2" I.R. END

8. 3/8" I.R. SET

9. 1/2" I.R. END

10. 3/8" I.R. SET

11. 1/2" I.R. END

12. 3/8" I.R. SET

13. 1/2" I.R. END

14. 3/8" I.R. SET

15. 1/2" I.R. END

16. 3/8" I.R. SET

17. 1/2" I.R. END

18. 3/8" I.R. SET

19. 1/2" I.R. END

20. 3/8" I.R. SET

21. 1/2" I.R. END

22. 3/8" I.R. SET

23. 1/2" I.R. END

24. 3/8" I.R. SET

25. 1/2" I.R. END

26. 3/8" I.R. SET

27. 1/2" I.R. END

28. 3/8" I.R. SET

29. 1/2" I.R. END

30. 3/8" I.R. SET

31. 1/2" I.R. END

32. 3/8" I.R. SET

33. 1/2" I.R. END

34. 3/8" I.R. SET

35. 1/2" I.R. END

36. 3/8" I.R. SET

37. 1/2" I.R. END

38. 3/8" I.R. SET

39. 1/2" I.R. END

40. 3/8" I.R. SET

41. 1/2" I.R. END

42. 3/8" I.R. SET

43. 1/2" I.R. END

44. 3/8" I.R. SET

45. 1/2" I.R. END

46. 3/8" I.R. SET

47. 1/2" I.R. END

48. 3/8" I.R. SET

49. 1/2" I.R. END

50. 3/8" I.R. SET

51. 1/2" I.R. END

52. 3/8" I.R. SET

53. 1/2" I.R. END

54. 3/8" I.R. SET

55. 1/2" I.R. END

56. 3/8" I.R. SET

57. 1/2" I.R. END

58. 3/8" I.R. SET

59. 1/2" I.R. END

60. 3/8" I.R. SET

61. 1/2" I.R. END

62. 3/8" I.R. SET

63. 1/2" I.R. END

64. 3/8" I.R. SET

65. 1/2" I.R. END

66. 3/8" I.R. SET

67. 1/2" I.R. END

68. 3/8" I.R. SET

69. 1/2" I.R. END

70. 3/8" I.R. SET

71. 1/2" I.R. END

72. 3/8" I.R. SET

73. 1/2" I.R. END

74. 3/8" I.R. SET

75. 1/2" I.R. END

76. 3/8" I.R. SET

77. 1/2" I.R. END

78. 3/8" I.R. SET

79. 1/2" I.R. END

80. 3/8" I.R. SET

81. 1/2" I.R. END

82. 3/8" I.R. SET

83. 1/2" I.R. END

84. 3/8" I.R. SET

85. 1/2" I.R. END

86. 3/8" I.R. SET

87. 1/2" I.R. END

88. 3/8" I.R. SET

89. 1/2" I.R. END

90. 3/8" I.R. SET

91. 1/2" I.R. END

92. 3/8" I.R. SET

93. 1/2" I.R. END

94. 3/8" I.R. SET

95. 1/2" I.R. END

96. 3/8" I.R. SET

97. 1/2" I.R. END

98. 3/8" I.R. SET

99. 1/2" I.R. END

100. 3/8" I.R. SET

101. 1/2" I.R. END

102. 3/8" I.R. SET

103. 1/2" I.R. END

104. 3/8" I.R. SET

105. 1/2" I.R. END

106. 3/8" I.R. SET

107. 1/2" I.R. END

108. 3/8" I.R. SET

109. 1/2" I.R. END

110. 3/8" I.R. SET

111. 1/2" I.R. END

112. 3/8" I.R. SET

113. 1/2" I.R. END

114. 3/8" I.R. SET

115. 1/2" I.R. END

116. 3/8" I.R. SET

117. 1/2" I.R. END

118. 3/8" I.R. SET

119. 1/2" I.R. END

120. 3/8" I.R. SET

121. 1/2" I.R. END

122. 3/8" I.R. SET

123. 1/2" I.R. END

124. 3/8" I.R. SET

125. 1/2" I.R. END

126. 3/8" I.R. SET

127. 1/2" I.R. END

128. 3/8" I.R. SET

129. 1/2" I.R. END

130. 3/8" I.R. SET

131. 1/2" I.R. END

132. 3/8" I.R. SET

133. 1/2" I.R. END

134. 3/8" I.R. SET

135. 1/2" I.R. END

136. 3/8" I.R. SET

137. 1/2" I.R. END

138. 3/8" I.R. SET

139. 1/2" I.R. END

140. 3/8" I.R. SET

141. 1/2" I.R. END

142. 3/8" I.R. SET

143. 1/2" I.R. END

144. 3/8" I.R. SET

145. 1/2" I.R. END

146. 3/8" I.R. SET

147. 1/2" I.R. END

148. 3/8" I.R. SET

149. 1/2" I.R. END

150. 3/8" I.R. SET

151. 1/2" I.R. END

152. 3/8" I.R. SET

153. 1/2" I.R. END

154. 3/8" I.R. SET

155. 1/2" I.R. END

156. 3/8" I.R. SET

157. 1/2" I.R. END

158. 3/8" I.R. SET

159. 1/2" I.R. END

160. 3/8" I.R. SET

161. 1/2" I.R. END

162. 3/8" I.R. SET

163. 1/2" I.R. END

164. 3/8" I.R. SET

165. 1/2" I.R. END

166. 3/8" I.R. SET

167. 1/2" I.R. END

168. 3/8" I.R. SET

169. 1/2" I.R. END

170. 3/8" I.R. SET

171. 1/2" I.R. END

172. 3/8" I.R. SET

173. 1/2" I.R. END

174. 3/8" I.R. SET

175. 1/2" I.R. END

176. 3/8" I.R. SET

177. 1/2" I.R. END

178. 3/8" I.R. SET

179. 1/2" I.R. END

180. 3/8" I.R. SET

181. 1/2" I.R. END

182. 3/8" I.R. SET

183. 1/2" I.R. END

184. 3/8" I.R. SET

185. 1/2" I.R. END

186. 3/8" I.R. SET

187. 1/2" I.R. END

188. 3/8" I.R. SET

189. 1/2" I.R. END

190. 3/8" I.R. SET

191. 1/2" I.R. END

192. 3/8" I.R. SET

193. 1/2" I.R. END

194. 3/8" I.R. SET

195. 1/2" I.R. END

196. 3/8" I.R. SET

197. 1/2" I.R. END

198. 3/8" I.R. SET

199. 1/2" I.R. END

200. 3/8" I.R. SET

201. 1/2" I.R. END

202. 3/8" I.R. SET

203. 1/2" I.R. END

204. 3/8" I.R. SET

205. 1/2" I.R. END

206. 3/8" I.R. SET

207. 1/2" I.R.

According to the FIRM Map 48430C0105 H Dated: 8-1-95, this property is not located in a special flood hazard area. This property is located in zone "X".

REFERENCE NO 55358
LENDER: FAIRWAY MORTGAGE
TITLE CO: AMERICAN TITLE
PURCHASER STEVENS GT# 97 HD 457462-Y (00554)
DATE 1-5-97

SURVEYORS CERTIFICATION

The undersigned Registered Professional Land Surveyor certifies to purchaser, Lender and Title Company as named that: (A) this plot of survey and the property description set forth herein are a true representation to facts known by the undersigned and are not the result of any fraud or misrepresentation by the surveyor or under his supervision; (C) there are no visible encroachments, conflicts, shortages in area or boundary line, except as shown; (D) the property has access to a public street unless otherwise noted; (E) the flood statement is not a warranty of fact, but a statement of opinion; (F) the flood statement may show the property not to be in a special flood hazard area, yet zones may be subject to some degree of flooding, for more information contact your local flood plain administrator or the Federal Emergency Management Agency; (G) the surveyor certifies that the survey is a true and correct one of which is visible on the ground, or of which the surveyor has legal notice.

James H. Dowdy
Land Surveyors, Inc.

[Signature]
POLAND RODRIGUEZ, R.P.L.S. No. 4987
6850 MANHATTAN BLVD. SUITE 310
FORT WORTH, TEXAS 76120
(817) 429-9898





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 8

Agenda Date 8/5/2025

Type Report

Department City Secretary

Title

Tree Board Minutes - June 8, 2025

Planning and Zoning Commission Minutes - June 9, 2025

Planning and Zoning Commission Worksession Minutes - June 23, 2025

Attachments

1. Tree Board Minutes - May 8, 2025
2. Planning and Zoning Commission Minutes - June 9, 2025
3. Planning and Zoning Commission Worksession Minutes - June 23, 2025



CITY OF COLLEYVILLE
TREE BOARD MINUTES
100 Main Street, Colleyville, Texas, 76034

THURSDAY, MAY 8, 2025

1. CALL TO ORDER

CALL MEETING TO ORDER

EXECUTIVE CONFERENCE ROOM

The City of Colleyville Tree Board Meeting was called to order on May 8th, 2025 at 9:00 a.m.

Roll Call

Present: John Hillebrand, Scotty Richardson, Tom Morr

Absent:

Staff Present: Adrienne Lothery, Ben Bryner, Joe Flynn, Lisa Escobedo, and Kris Potts

2. APPROVAL OF MINUTES

2a March 13, 2025 Tree Board Meeting Minutes

Board Member Richardson made a motion to approve the March 13, 2025 Tree Board Meeting Minutes.

Board Member Hillebrand seconded the motion.

The motion was carried by the following vote:

Aye: 4 – Richardson, Hillebrand, Morr, and Potts

Nay: 0

3. REGULAR AGENDA ITEMS

3a Current Parkway Tree Grant Applications

Kris Potts presented the current grant applications the city has received. There was general discussion regarding the received plan. There was additional discussion regarding a water line within the property on the South side and the potential sidewalk construction along the West side of Bransford Rd.

3b Parkway Tree Grant Parameters Discussion

Kris Potts presented questions that have come up from applicants in the application process, focusing on if the city will be opening interior level streets to the grant; the established timeframe is likely early next year.

3c Update on current City projects and parks

Kris Potts presented an update of some possibilities for a potential tree trail behind the senior center and some of the associated costs that may go with the potential new plantings. There was discussion regarding any potential grant opportunities that may assist with this project and there was also discussion of when the city should start plantings as summer is approaching.

3d Set Next Meeting Date

The Board discussed what would be the next day to meet and what the future agenda would be related to. The Board set the next meeting date as July 17th, 2025.

4. ADJOURNMENT

The meeting adjourned at 9:45 a.m.

The minutes were written and prepared by:

Kris Potts

Kris Potts
Planner

The meeting minutes were approved on July 17th, 2025 by a vote of 4-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, JUNE 9, 2025

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Vice-Chair Groves on June 9, 2025 at 6:15 p.m.

Roll Call

Present: David Groves, David Ebert, Richard Remley, Jerome Obinabo, and Brandon Arnold

Absent: Claudia Bevill and Jerry Savoie

Staff Present: Community Development Director Ben Bryner, Planner Kristopher Potts, Planner Bethany Lopez, and Fire Marshal Rob Mckeown

Kristopher Potts briefed the Commission on the items that would be presented on tonight's agenda. There was general discussion regarding the updates to the cases the Commission would be voting on.

Vice-Chair Groves adjourned the Planning and Zoning Commission Worksession Meeting at 6:28 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Vice-Chair Groves on June 9, 2025, at 7:00 p.m.

Roll Call

Present: David Groves, David Ebert, Richard Remley, Jerome Obinabo, and Brandon Arnold

Absent: Claudia Bevill and Jerry Savoie

Staff Present: Community Development Director Ben Bryner, Planner Kristopher Potts, Planner Bethany Lopez, and Fire Marshal Rob Mckeown

1. APPROVAL OF MINUTES

1a May 12, 2025 Planning and Zoning Commission Meeting Minutes

May 27, 2025 Planning and Zoning Commission Worksession Meeting Minutes

Commissioner Obinabo made a motion to approve the May 12, 2025 Planning and Zoning Commission Meeting Minutes and the May 27, 2025 Planning and Zoning Worksession meeting minutes.

Commissioner Arnold seconded the motion.

The motion was carried by the following vote:

Aye: 5 – Remley, Obinabo, Arnold, Ebert, and Groves
Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

2a Consideration of a Special Use Permit for a fence for Lot 3, Block 1, McCrady Addition, located at 5820 Bransford Road, Case ZC25-012

Kristopher Potts presented case ZC25-012 and briefed the Commission on the request. The special use permit is needed to approve the fence as it is in front of the front façade of the home, and within the required front yard setback. Staff advised the fence will match nearby properties being iron with masonry columns.

The applicant, Ashraf John Shehata, 5820 Bransford Road, stated that he would be intending to match the aesthetic on Bransford Road.

The public hearing was opened at 7:07 p.m.

With no one wishing to speak, the public hearing was closed at 7:07 p.m.

Commissioner Remley made a motion to approve Case ZC25-012, seconded

by Commissioner Obinabo.

The motion was carried by the following vote:

Aye: 5 – Remley, Obinabo, Arnold, Ebert, and Groves

Nay: 0

- 2b** Consideration of a Special Use Permit for a fence on Lot 8R, Block 3, of The Oaks of Colleyville Addition, located at 600 Hunter Trail, Case ZC25-013

Kristopher Potts presented case ZC25-013 and briefed the Commission on the request. Staff advised the applicant would like to extend their backyard by bringing their fencing forward to be in line with the neighbor's property.

Colin Cashman, 600 Hunter Trail, the applicant spoke on his case stating they were wanting to increase the area for their children as the home is in an odd layout, and their rear yard is essentially their side yard.

The public hearing was opened at 7:20 p.m.

With no one wishing to speak, the public hearing was closed at 7:20 p.m.

Vice-Chair Groves made a motion to approve Case ZC25-013 with the condition the proposed fence be relocated to align with the neighboring fence, connecting at the point where the existing fence currently is, and extending from there to the southwest corner of the applicant's home, seconded by Commissioner Ebert.

The motion was carried by the following vote:

Aye: 4 – Remley, Obinabo, Ebert, and Groves

Nay: 1 – Arnold

- 2c** Consideration of a Special Use Permit for a fence on Lot 35, Block 12, Ross Down Estates, located at 6701 Carriage Lane, Case ZC25-014

Kristopher Potts presented case ZC25-014 and briefed the Commission on the request. Staff advised the fence had already been built as the resident thought their contractor had gotten the permit. The fence was rebuilt in the same location with minimal changes.

Breanne Rapken, 6701 Carriage Lane, the applicant, stated she was unaware of the permit requirements, but was apologetic to the Commission for not following the process, and was attempting to correct the issue. There was general discussion regarding if the Ross Downs HOA laws required wrought iron fencing as well.

The public hearing was opened at 7:32 pm

With no one wishing to speak, the public hearing was closed at 7:32 p.m.

Commissioner Obinabo made a motion to approve case ZC25-014, seconded by Commissioner Arnold.

The motion was carried by the following vote:

Aye: 5 – Remley, Obinabo, Arnold, Ebert, and Groves

Nay: 0 -

3. CITIZEN COMMENTS

There was no one present wishing to speak.

4. ADJOURNMENT

The meeting adjourned at 7:35 p.m.

The minutes were written and prepared by:

Kristopher Potts

Kristopher Potts
Planner / Urban Forester

The meeting minutes were approved on July 14, 2025 by a vote of 7-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

JUNE 23, 2025

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on June 23, 2025, at 6:16 p.m.

Roll Call

Present: David Groves, David Ebert, Jerry Savoie, Richard Remley, Jerome Obinabo, and Claudia Bevill

Absent: Brandon Arnold

Staff Present: Community Development Director Ben Bryner, Planner Kristopher Potts, Planner Bethany Lopez, and Fire Marshal Rob Mckeown.

2. WORKSESSION AGENDA ITEMS

- 2a** Presentation and discussion of a Special Use Permit for a fence on Lot 24, Block 1, of the Ross Downs Estates, located at 2400 Broadoak Way, Case ZC25-015

Ben Bryner presented the case and briefed the Commission on the Special Use Permit Request. There was discussion regarding the lot size of the property and other nearby fencing types, there was also brief discussion if the existing tree was proposed to be removed.

- 2b** Presentation and discussion of a rezoning from R-15 Single Family Residential to PUD-C Planned Unit Development - Commercial on Lot 3, Block 1, of the Woodbriar Estates West Addition, located at 3701 Cliffwood Drive, Case ZC25-016

Ben Bryner presented the case and briefed the Commission on the rezoning. There was general discussion regarding if commercial building regulations such as a fire suppression system would be required.

Chair Bevill called for an executive session at 6:24 P.M.

The executive session ended and the regular meeting was resumed at 6:36 P.M.

There was no additional discussion regarding the case.

- 2c** Presentation and discussion of a rezoning from PUD-C Planned Unit Development - Commercial to PUD-C Planned Unit Development - Commercial on Lots 5 and 6, Block 2, of Lavaca Trail Addition, located at 8086 and 8078 Precinct Line Road, Case ZC25-017

Ben Bryner presented the case and briefed the Commission on the rezoning request. There was discussion regarding the proposed site plan and where the building would be located. There was additional discussion regarding the business practices, such as if residents will be able to store cars here. City staff advised the business will own the cars and allow members to rent them out, similar to a country club style business where the membership allows use of amenities on site.

3. ADJOURMENT

The meeting adjourned at 6:46 p.m.

The minutes were written and prepared by:

Kristopher Potts

Kristopher Potts
Planner

The meeting minutes were approved on July 14, 2025 by a vote of 7-0.

RESOLUTION R-25-5066

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
AUGUST 5, 2025**

WHEREAS, City Council has taken action on certain items on the agenda under Business.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF COLLEYVILLE, TEXAS:**

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 5TH DAY OF AUGUST 2025.

Mayor Bobby Lindamood	_____	Mark Alphonso, Place 2	_____
Mayor Pro Tem Brandi Elder	_____	Ben Graves, Place 4	_____
Deputy Mayor Pro Tem Scotty Richardson	_____	Tim Raine, Place 6	_____
Kimberly Holt Gunderson, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven
City Secretary, TRMC

Bobby Lindamood
Mayor