

RIGHT OF ENTRY TO CONSTRUCT REAL PROPERTY IMPROVEMENTS

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

This **Right of Entry to Construct Real Property Improvements Agreement** (the “**Agreement**”) is entered as of the Effective Date by and between Hillcrest/Daniels, Ltd. (herein referred to as “**Owner**”) and the **City of University Park, Texas** (“**City**”), a Texas home-rule municipality. Owner and City are collectively referred to herein as the “**Parties**” and individually as a “**Party**.”

RECITALS

WHEREAS the Owner is the record owner of the real property located at 6601 Hillcrest in the City of University Park, Dallas County, Texas (“**Property**”); and

WHEREAS the City desires to, and has offered to, construct certain real property improvements on the Property (the “**Work**”) subject to Owner’s agreement to authorize City to enter the Property pursuant to the provisions of this Agreement; and

WHEREAS Owner desires to grant the City, through its agents, employees, and contractors, the right of entry into, over, under, across, upon, and through the Property so that City may perform the Work on the Property; and

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Right of Entry.** The Owner hereby grants to the City, its agents, employees, and contractors, the non-exclusive right of entry and license into, over, under, across, upon, and through the Property but only on the exterior of the existing buildings on the Property, so that the City’s contractor may perform the Work. For the purpose of performing the Work within the Access Area as indicated in Exhibit A, attached. The City respectfully requests Owner’s written acknowledgement authorizing the City to perform the Work as identified in Exhibit B attached. The Right of Entry is granted for initial construction and installation of the agreed improvements and not for ongoing entry, maintenance, repair, or replacement of the installation of the agreed improvements.

Work defined. The term “Work” as used in this Agreement shall mean the plans and specifications for the Snider Plaza Improvements, approved by the University Park City Council in July 2023 (the “**plans**”), as such plans and specifications apply to the Property. The City is moving forward with construction of the Snider Plaza Surface Improvements project, which will remove and replace existing sidewalks, streets, and parking within Snider Plaza, as well as add landscaping, lighting, accessibility upgrades, a parking lot, and other aesthetic enhancements as depicted

on Exhibit B, including a sidewalk and landscaping to improve the intersection at Hillcrest and Daniel. The Owner acknowledges that the improvements will block the current access to the single parking space under the porte-cochere, but will not affect the access, parking, or through traffic to the other existing lane under the porte-cochere. The Parties agree that the improvements will not affect the 'loading zone' on the south side of the building and shall remain a loading zone until both parties shall agree to approve the change, nor will the improvements affect the existing two (2) compact, head-in parking spaces on Hillcrest Avenue. The City agrees it is not, except as required by applicable law, reducing the number of parking spaces allocated to the Property as of the date of the execution of this Agreement, and not modifying any zoning or construction rights of the Owner. The City and the Owner will enter into a separate development agreement for the design, manufacture, and installation of a sign on the corner of the Property identifying and branding "Snider Plaza." Owner shall have a reasonable approval right over the sign and the City shall pay the cost of the sign.

2. **Purpose.** The purpose of this Agreement shall be to allow City, its agents, employees, and contractors to:

a. Enter upon the portion of the Property necessary to perform the Work.

b. This Agreement includes the following rights: (1) the movement of vehicles, materials, supplies, tools, personnel, and equipment which are reasonably necessary for the performance of the Work onto the Property; all vehicles, supplies, tools, and equipment shall be removed from the Property upon completion of the Work; and (2) reasonable ingress and egress onto and across the Property for the purposes set forth herein.

c. Save and except to the extent the Property is altered by performance of the Work, the City's contractor will to the extent practicable restore the Property back to its pre-entry condition immediately following the completion of the Work on the Property. At the Owner's request, the City shall promptly repair any damage to the Access Area, or any other portion of the Property caused during the performance of the Work.

d. The City of University Park shall pay the cost of construction, repairs, maintenance, and replacement of the Work.

e. (1) The Work shall not unreasonably interfere with the Owner's use and enjoyment of the Property, (2) the Property and any buildings thereon shall be protected during construction and restored (as needed), including barricading of the Access Area to ensure pedestrian and vehicle safety and all doorways, driveways, and other access points thereto shall remain free, open, clear and unobstructed, (3) the Work shall be completed within 365 days after notice to Owner, and (4) at all times, the City shall maintain, or cause its agents, employees, workmen and representatives to maintain, insurance customarily carried by owners and contractors for the construction of projects in Dallas County, Texas similar to the Work, and shall cause the Owner to be named as additional insured thereon and furnish a certificate of insurance to the Owner. Exhibits C and D (excerpts from the

Construction Agreement) attached are illustrative examples of the insurance requirements and proof of confirmation for the contractor from the City's bid requirements. Similar documents will be provided to Owner upon award of contract for the Work. At all times during construction all door openings adjacent to the Work shall remain accessible to the public with temporary access provided by the City at no cost to the Owner.

3. **Term.** The term of this Agreement shall begin on the last date this Agreement is signed by authorized representatives of the Parties ("**the Effective Date**") and terminate upon completion of the terms and conditions set forth herein.

4. **No Liens.** The City shall not allow any liens to be filed of record against the Property as the result of the City's activities on the Property and agrees to remove (or cause to be released) any such liens at the City's sole cost and expense.

5. **Compliance with Laws.** The City and its agents, employees, and contractors shall comply with all applicable laws, statutes, rules, regulations, and ordinances in connection with their activities on the Property.

6. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or on the day received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Katie Barron
Director of Engineering
City of University Park
3800 University Blvd.
University Park, Texas 75205

With a copy to:

Robert L. Dillard III
Nichols | Jackson, LLP
1800 Ross Tower
500 N. Akard Street
Dallas, Texas 75201

If intended for Owner:

Weitzman
3102 Maple Avenue, Ste. 500
Dallas, TX 75201

7. **Miscellaneous.**

- a. **Capacity to Sign.** Each person signing this Agreement warrants that he or she has the capacity and authority to execute this document either individually or in the person's official capacity.
- b. **Sole Agreement.** This Agreement contains each and all of the rights granted to City with respect to the subject matter hereof and supersedes all prior understandings, if any, with respect thereto.

- c. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all the counterparts shall constitute the same instrument.
- d. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.
- e. **Legal Construction.** 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 other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as close as possible to the provision found to be illegal, invalid or unenforceable.
- f. **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.
- g. **No Conveyance of Property Interest.** The rights granted to the City by the Owner by this Agreement are merely contractual. No provision in this Agreement is intended to convey to the City, any third parties, or the public any real property interest in the Property or any portion thereof, or to have any effect whatsoever on the zoning or other development rights of the Owner.
- h. **Default; Cure; and Right of Termination.** In the event of a default by either party as to any term or provision of this Agreement, the non-defaulting party shall give written notice of the default to the defaulting party. Upon its receipt of notice of a default, the defaulting party shall have thirty (30) days within which to cure the default. If the default is not corrected within thirty (30) days of the receipt of the notice, the non-defaulting party shall have the options to: (1) waive and forgive the default in writing; (2) modify the Agreement to eliminate the default; or, (3) give the defaulting party notice of termination of this Agreement. The parties reserve their legal rights and remedies.
- i. **Owner.** The term “Owner: used in this Agreement shall mean the current owner, and all future owners or assigns,

SIGNED AND AGREED BY OWNER this 4th day of February 2025.

CITY OF UNIVERSITY PARK, TEXAS

By: Tom Stewart

Name: TOMMY STEWART

Title: MAYOR

SIGNED AND AGREED this _____ day of _____ 2025.

OWNER: HILLCREST/DANIELS, LTD.

By: GP HILLCREST/DANIELS ONE, LLC

By: Herbert D. Weitzman

Name: Herbert D. Weitzman

Title: Manager

EXHIBIT "A"

ACCESS AREA

1,128 SQUARE FEET OR 0.026 ACRES

Being a 1,128 square feet or 0.026 of an acre tract of land situated in the John Scurlock Survey, Abstract Number 1351, Dallas County, Texas and being a portion of a tract of land described by deed to Hillcrest/Daniels Joint Venture as recorded in Volume 82136, Page 4043 of the Deed Records of Dallas County, Texas and a portion of Lot 7, Block E of the Resubdivision of Second Installment of University Park, an addition to the City of University Park as recorded in Volume 2, Page 54 of the Map Records of Dallas, County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at a brass disk stamped "RLG" found at the intersection of the north right-of-way of Daniels Avenue, a called 50 foot right-of-way, and the west line of a called 20 foot alley for the southeast corner of Block A of Campus Height No. 1, an addition to the City of University Park as recorded in Volume 4, Page 198 of the Map Records of Dallas County, Texas;

THENCE South 76 degrees 48 minutes 15 seconds East crossing said alley, a distance of 20.68 feet to a brass disk stamped "RLG" found at the intersection of the north right-of-way of said Daniels Avenue and the east line of said 20 foot alley for the southwest corner of Block E of said Resubdivision of Second Installment of University Park Addition;

THENCE North 89 degrees 20 minutes 24 seconds East, along the north right-of-way of said Daniels Avenue and the south line of said Block E, a distance of 74.84 feet to a point on the face of a column for a building overhang at the POINT of BEGINNING of the herein described tract;

THENCE North 01 degrees 23 minutes 55 seconds West departing the north right-of-way of said Daniels Avenue and the south line of said Block E, and through the interior of the aforementioned Lot 7, Block E and said Hillcrest/Daniels Joint Venture tract, and generally along the face of said building overhang, passing a building corner, and continuing generally along the face of said building, a total distance of 74.99 feet to a point for corner on the north line of said Hillcrest/Daniels Joint Venture tract, same being the south line of a tract of land described by deed to Starhill I Ltd. Co. and Starhill II Ltd. Co. as recorded in Volume 2003011, Page 1612 of the Deed Records of Dallas County, Texas;

THENCE North 89 degrees 20 minutes 24 seconds East departing the face of said building and along the south line of said Starhill Tract and the north line of said Hillcrest/Daniels Joint Venture tract and continuing through the interior of said Lot 7, Block E, a distance of 14.93 feet to a point on the west right-of-way of Hillcrest Avenue, a called 63 foot right-of-way, and the east line of said Lot 7, Block E for the northeast corner of said Hillcrest/Daniels Joint Venture tract;

THENCE South 01 degrees 34 minutes 43 seconds East along the west right-of-way of said Hillcrest Avenue and the east line of said Lot 7, Block E, same being the east line of said Hillcrest/Daniels Joint Venture tract, a distance of 75.00 feet to a point at the intersection of the west right-of-way of said Hillcrest Avenue and the north right-of-way of the aforementioned Daniel Avenue for the southeast corner of said Hillcrest/Daniels Joint Venture tract, same being the southeast corner of said Lot 7, Block E, and the southeast corner of said Block E;

THENCE South 89 degrees 20 minutes 24 seconds West along the north right-of-way of said Daniel Avenue and the south line of said Hillcrest/Daniels Joint Venture tract, a distance of 15.16 feet to the POINT OF BEGINNING containing 1,128 square feet, or 0.026 of an acre of land.

PRELIMINARY
THIS DOCUMENT SHALL
NOT BE RECORDED FOR
ANY PURPOSE AND
SHALL NOT BE USED OR
VIEWED OR RELIED
UPON AS A FINAL
SURVEY DOCUMENT



teague nall & perkins

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Allen, Texas 75013
214.461.9867 ph www.tnppc.com
T.B.P.L.S. Firm No. 10194381

Brian J. Maddox II, R.P.L.S., No. 6659

12/1/2022

PAGE 1 OF 2

LOTS 2, 3, 4 AND 5, BLOCK A
CAMPUS HEIGHTS NO. 1
(VOL. 4, PG. 198)
(M.R.D.C.T.)
SPC 6600 SNIDER PLAZA LP
INST. NO. 202100126904
O.P.R.D.C.T.



LOT 3

1" = 20'

SCALE IN FEET

LEGEND

- (C.M.) - CONTROL MONUMENT
- CRIP - CHIPPED IRON ROD FOUND
- VOL - VOLUME
- PG - PAGE
- INST - INSTRUMENT
- NO - NUMBER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING

NOTES

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACTOR OR TITLE COMMITMENT, THEREFORE, NO SEARCH OF RECORD ENCUMBRANCES WAS PERFORMED ON THE SUBJECT PROPERTY.

BEARINGS ARE REFERENCED TO GRID NORTH OF THE TEXAS COORDINATE SYSTEM OF 1983 NORTH CENTRAL ZONE (4202; NAD83(2011) EPOCH 2010. DISTANCES SHOWN HAVE BEEN ADJUSTED TO SURFACE BY APPLYING THE DALLAS COUNTY TxDOT SCALE FACTOR OF 1.000136506.

LOT 1, BLOCK A
CAMPUS HEIGHTS NO. 1
(VOL. 4, PG. 198)
(M.R.D.C.T.)
SPC 6600 SNIDER PLAZA LP
INST. NO. 202100126903
O.P.R.D.C.T.

LOT 1

P.O.C.
BRASS DISK "RLG" FOUND
(SEE COR. BLOCK A,
CAMPUS HEIGHTS NO. 1)
(C.M.)

S 76°48'15" E
20.68'

BRASS DISK "RLG" FOUND
[SW COR. BLOCK E, RESUBDIVISION OF SECOND
INSTALLMENT OF UNIVERSITY PARK]
(C.M.)

DANIEL AVENUE
(50' R.O.W.)



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Brian J. Maddox II, R.P.L.S., No. 6659
12/1/2022

EXHIBIT "A"
ACCESS AREA

1,128 SQUARE FEET OR 0.026 ACRES
A TRACT OF LAND SITUATED IN THE
JOHN SCURLOCK SURVEY, ABSTRACT NO. 1351
CITY OF UNIVERSITY PARK, DALLAS COUNTY, TEXAS

PORTION OF A TRACT OF LAND DESCRIBED BY
DEED TO HILLCREST/DANIELS JOINT VENTURE
RECORDED IN VOLUME 82136, PAGE 4043
DEED RECORDS DALLAS COUNTY, TEXAS
AND A PORTION OF LOT 7, BLOCK E OF RESUBDIVISION
OF SECOND INSTALLMENT OF UNIVERSITY PARK
RECORDED IN VOLUME 2, PAGE 54
MAP RECORDS DALLAS COUNTY, TEXAS

from

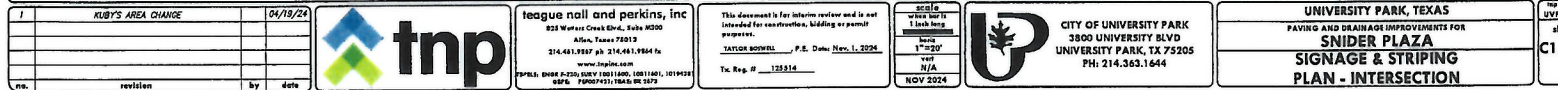


EXHIBIT "C"

SECTION XI— INSURANCE REQUIREMENT CONFIRMATION

CSP # 2024-01—Snider Plaza Paving and Drainage Improvements

**PLEASE HAVE YOUR INSURANCE AGENT AND BOND AGENT COMPLETE THE FOLLOWING
FORMS AND RETURN THEM WITH YOUR BID/PROPOSAL.**

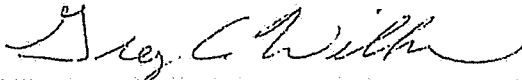
INSURANCE REQUIREMENT CONFIRMATION

CSP # 2024-01

Snider Plaza Paving and Drainage Improvements

TO BE COMPLETED BY THE APPROPRIATE INSURANCE AGENT

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this BID/RFP document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of University Park, I will be able to, within ten (10) business days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this BID/RFP.



Agent (Signature)

Greg Wilkerson

Agent (Print)

Name of
Agency/Broker: Frost Insurance

Address of
Agent/Broker: 640 Taylor Street

City/State/Zip: Fort Worth, Texas 76102

Agent/Broker Telephone
Number: 817-420-5700

CONTRACTOR'S SYB CONSTRUCTION CO., INC
NAME:

(Print or Type)

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this proposal and award the contract to another meeting the specifications. If you have any questions concerning these bond requirements or concerning this Request for Proposals, please contact Elizabeth Anderson, Purchasing Manager for the City of University Park at 214.987.5480.

EXHIBIT "D"

XII. INSURANCE REQUIREMENTS

CITY OF UNIVERSITY PARK INSURANCE REQUIREMENTS

A. Commercial General Liability

i. Limits

1. CGL limits of not less than \$1,000,000 each occurrence, \$2,000,000 Annual Aggregate
2. \$2,000,000 Products/Completed Operations Aggregate
3. \$1,000,000 per person or Organization (Personal and Advertising Injury)

ii. CGL coverage shall be written on ISO occurrence form

1. CG 00 01 0413 or a substitute form providing equivalent coverage shall cover liability arising from premises,
2. Operations, independent contractors, products-completed operations, and personal and advertising injury.
3. Shall contain no limitation for explosion, collapse, or underground damage
4. City shall be included as insured on the CGL, using ISO Additional Insured Endorsements CG 20 10 0413 and CG 2037 0413 (or an Endorsement providing equivalent coverage) City as Additional Insured's. This insurance for the additional Insured shall be as broad as the coverage provided for the name insured contractor. It shall apply as Primary & Non-Contributory Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.
5. The General Aggregate shall be endorsed to apply separately to each project
6. Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least as long as the Statue of Repose after completion of work.

B. Automobile Liability

- i. Business Auto Liability with limits of at least \$1,000,000 each Accident
- ii. Business Auto coverage must include a liability arising out of all owned, Leased, hired and non-owned automobiles

C. Worker's Compensation and Employers Liability

- i. Statutory Worker's Compensation for all persons performing labor for a Contractor on City property
- ii. Employers Liability Insurance limits of at least \$1,000,000 each accident or bodily injury by accident and \$1,000,000 each employee for injury by disease.
- iii. Note that Worker's Compensation alternative programs are not allowed

ADDITIONAL REQUIREMENTS

- Contractor waives all rights against City and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability, or worker's compensation and employers' liability insurance maintained per requirements stated above.
- Contractor shall certify and provide that its subcontractors and / or sub subcontractors maintain the insurance requirements stated above.
- Each policy required hereby shall be Endorsed to include the City, its officers, employees, and agents as Additional Insured. Each policy required hereby shall be Endorsed to require the insurer to give the City at least 30 days prior written notice of cancellation and termination of the Contractor's coverage thereunder. The City, at its own discretion, may require a certified copy of the policy.
- Contractors' insurer/insurers shall maintain a rating of A- VIII or better as set by A.M. Best and Company and be authorized to transact business in the State by the Texas Department of Insurance and acceptable to the City of University Park.
- Contractor (including the general contractor and all subcontractors and sub-subcontractors) shall provide to the City a Certificate of Insurance, in a form required by the Texas Insurance Code, evidencing at least the limits required above and the Endorsements required hereby. Not less than two weeks prior to the expiration, cancellation, or termination of any such policy, the Contractor shall supply the City with a new/replacement Certificate of Insurance, including the required Endorsements as proof of renewal of said policy and Endorsements.
- These requirements are the minimum for any contractor working on City projects. Depending on the nature of the project there may be additional limits and/or coverage required.
- By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.