

PARK DEVELOPMENT AGREEMENT

This Parkland Improvements and Acceptance Agreement (“**Agreement**”) is executed to be effective as of _____, 20____ (the “**Effective Date**”), by and between, the CITY OF KILLEEN, TEXAS, a home-rule municipal corporation (“**City**”), and FLINTROCK BUILDERS, a Texas-based development company (“**Developer**”); collectively the “**Parties**”.

RECITALS

WHEREAS, Developer is developing The Preserve at Thousand Oaks, a residential subdivision located within the corporate limits of the City of Killeen, Texas (the “**Development**”);

WHEREAS, Section 26-159 of the City of Killeen Code of Ordinances requires a property developer to enter into a written Park Development Agreement with the City establishing the terms of development of parkland and greenspace within the Development;

WHEREAS, Developer intends to dedicate parkland and construct related public improvements pursuant to the City’s subdivision and parkland dedication ordinances within the Development; and

WHEREAS, the Parties seek to define the scope and timing of these parkland improvements and allow flexibility for minor adjustments without requiring a formal amendment to the Planned Unit Development (PUD).

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the Parties agree as follows:

I. Parkland Dedication

Developer agrees to dedicate approximately fifty-eight acres of land within the Development to the City for public parkland use. Said parkland is designated as Tracts E, F, G, and S as shown in the Amended Preliminary Plat, dated June 17,2025, for The Preserve at a Thousand Oaks, attached hereto as Exhibit “A,” and the anticipated parkland development is more thoroughly depicted in the Parks Master Plan, attached hereto as Exhibit “B,” both of which are incorporated herein for all purposes.

II. Park Improvements

A. The location of the amenities shown on Exhibit B shall be amended as shown in Article II(B).

B. Developer shall construct, at a minimum, the following improvements on the dedicated parkland, subject to review and written approval by the City:

1. ADA-accessible concrete walking trail, minimum eight feet wide and approximately 13,200 feet long, shall include at least one pedestrian connection

- point every 1,000 feet, where feasible due to topography or water crossing constraints, ensuring pedestrian connectivity throughout the development and providing a connection north of Tract F, indicated by a 15-foot access easement;
2. ADA-accessible concrete walking trail, minimum five feet wide and approximately 1,600 feet long located in Phase 2;
 3. Playground structure and swing sets with minimum of 5,600 square feet of safety surfacing, located in Tract G;
 4. One parking lot located in Tract G;
 5. Two covered pavilions, minimum size shall be 30 feet x 30 feet, with picnic tables and seating located in Tract G;
 6. All picnic table seating shall include at least one ADA-compliant table per location in accordance with federal accessibility guidelines;
 7. Picnic tables, benches, and trash receptacles, appropriately distributed throughout the parkland and green space;
 8. One fenced dog park located within Tract F;
 9. Provide approximately 30 parking spaces, located adjacent to Tract F, to provide off street parking; and
 10. One covered pavilion, minimum size 30 feet x 30 feet, with picnic tables and seating located in Tract F.

C. Developer reserves the right to install additional amenities within the parkland, including but not limited to sports courts, disc golf course, and other complementary recreational features. Any such additions shall require prior written approval by the Executive Director of Parks and Recreation. Supporting elements such as fountains, benches, and trash receptacles shall be installed as appropriate for the primary amenity and subject to mutual agreement.

D. Detailed design specifications shall be submitted to the City and attached as Exhibit "C", upon approval.

III. Timing and Phasing

A. Park improvements shall be constructed in conjunction with the phase of development in which they are geographically located, as outlined in the approved PUD.

B. All park improvements within a given phase shall be completed prior to submitting a final plat for any subsequent phase.

C. The above notwithstanding, the following exceptions and modifications are agreed to by the Parties and shall not require a formal PUD amendment:

1. The parking lot, eight-foot-wide ADA path, and the five-foot-wide ADA path shall be completed and dedicated with the plat for Phase 2.
2. The remaining Phase 2 amenities, shall be completed and dedicated at the following times:

- a. The playground structure, one pavilion, swing sets, safety surfacing (minimum 5,600 SF), picnic tables, benches, and trash receptacles shall be completed and dedicated no later than February 2026.
- b. The second pavilion and picnic tables shall be completed and dedicated with the plat for Phase 4.
- c. The remaining Phase 2 amenities, consisting of the southern portion of the 8-foot-wide trail, shall be completed and dedicated to the City with the final plat for the area currently shown as Phase 8 in Exhibit A.

IV. Inspection and Acceptance

Prior to the acceptance by the City of any of the walking trails contemplated by this Agreement, Developer shall first cause said trails to be inspected and approved by the Texas Department of Licensing and Regulation (TDLR).

Upon approval by TDLR and the completion of all other park improvements for each phase, Developer shall provide written notice to the City. The City shall inspect the improvements within thirty (30) calendar days. Upon confirmation of compliance with City standards, the City shall issue written acceptance of the improvements.

Upon acceptance, responsibility for maintenance shall transfer to the City, or to another entity designated by the City—such as a homeowners' association—pending execution of a Memorandum of Understanding or similar agreement establishing the terms and responsibilities of such assignment.

V. Modifications

Minor adjustments to the location, design, or quantity of improvements may be administratively approved in writing by both the Executive Director of Parks and Recreation and the Executive Director of Development Services. Such modifications shall not require a formal amendment to this Agreement or the PUD, provided that the recreational function and intent remain substantially consistent.

VI. General Provisions

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

B. Entire Agreement. This Agreement contains the complete and entire agreement between the Parties respecting the matters addressed herein. There is no other collateral oral or written agreement among the Parties that in any manner related to the subject matter of this Agreement. No amendment to this Agreement shall be effective and binding unless it is in writing and signed by duly authorized representatives of each party.

C. Exhibits. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. In the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail. All titles or headings are only for the convenience

of the parties and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

D. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

E. Notice. Unless instructed otherwise in writing, the Parties agrees that all notices or communications to the other party and that are permitted or required under this Agreement shall be addressed to the following address:

If to City:

City of Killeen, Texas
Attn: Antonio Murphy
Exec. Director of Parks and Recreation
1700 E Stan Schlueter Loop
Killeen, Texas 76542

If to Developer:

Hereford Development, LLC
Christopher A. Doose, IV
President
800 Kennedy Court
Belton, Texas 76513

[signature page follows]

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

CITY OF KILLEEN

FLINTROCK BUILDERS

By: C.A. Doose & Company, LLC

By: _____
Kent Cagle
City Manager

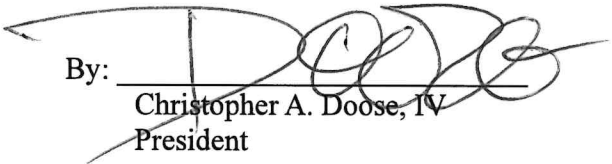
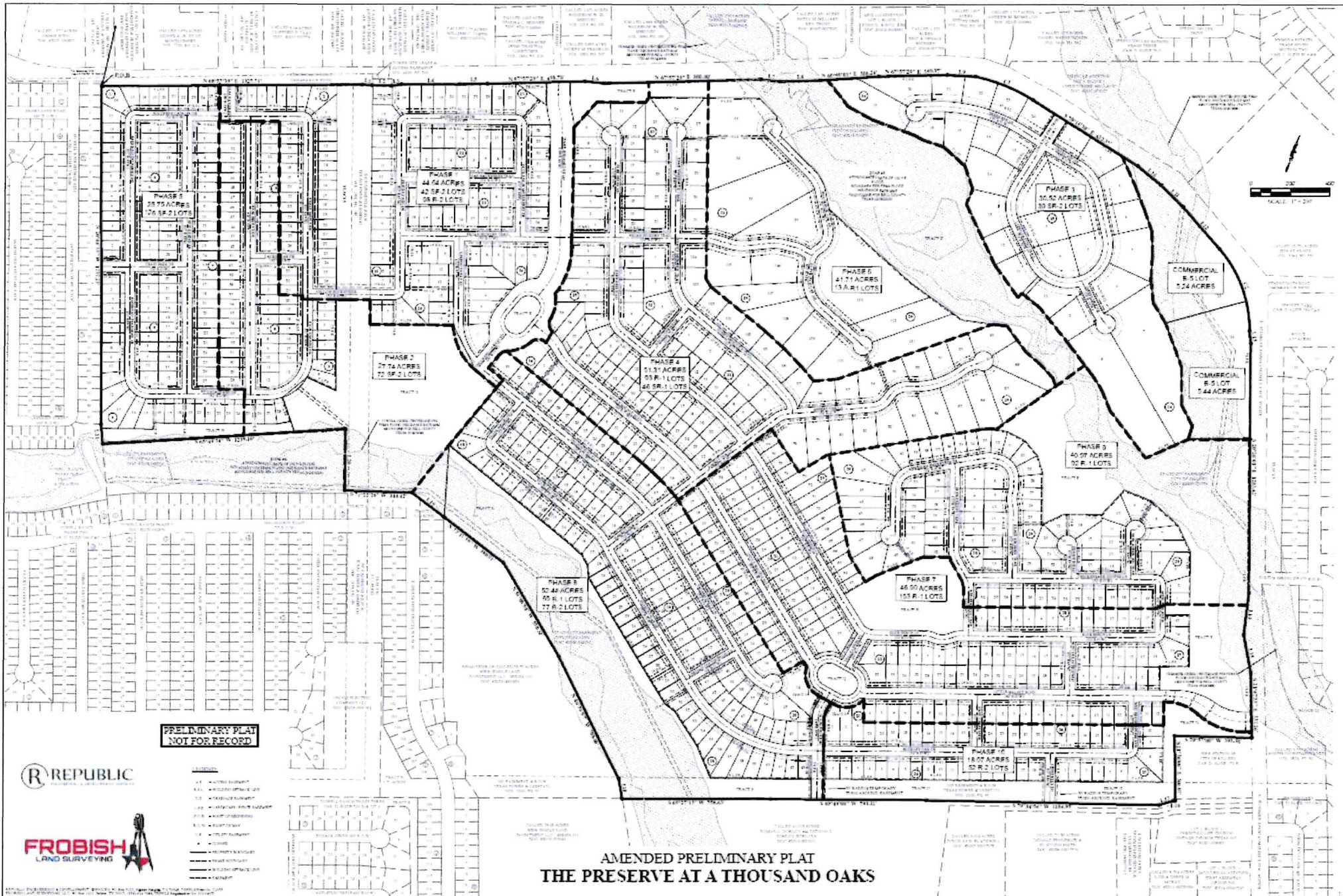
By: 
Christopher A. Doose, IV
President

Exhibit A



PRELIMINARY PLAT
NOT FOR RECORD

R REPUBLIC
SURVEYING & ENGINEERING










FROBISH
LAND SURVEYING

AMENDED PRELIMINARY PLAT
THE PRESERVE AT A THOUSAND OAKS

EXHIBIT B



SITE AMENITIES

-  PLAYGROUND AND COMMUNITY PARK (1)
-  DOG PARK (2)
-  5' WIDE CONCRETE TRAIL (+/- .3 MILES)
-  8' WIDE CONCRETE TRAIL (+/- 2.5 MILES)
-  FISHING POND (1)
-  PICNIC PAVILIONS (3)
-  6' PARK BENCH ALONG 8' TRAIL (1 PER .25 MILE)
-  DRINKING FOUNTAIN (3)
-  PARK / TRAIL LIGHTING (EXACT COUNT TBD)



PRESERVE
AT THOUSAND OAKS



EXHIBIT C

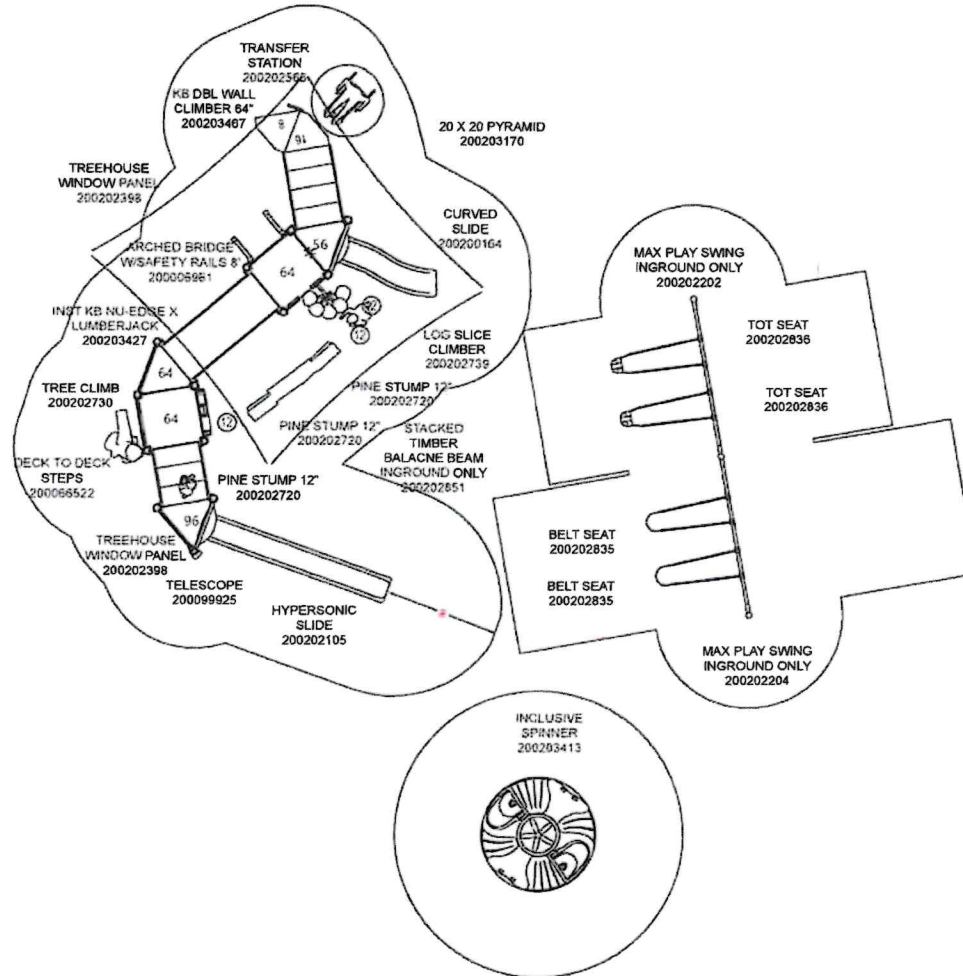


General Notes:

Age Group

2-5yrs 5-12 yrs 12-17yrs 18+ yrs

- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in its entirety. Please consult your legal counsel to determine if the ADA applies to you.
- For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
- Although a particular playground design may not meet the proposed Access Board Regulations in regards to the appropriate number of ground level events, the actual playground may be in compliance when considering existing play components.
- All stack heights are measured from top of ground cover around all play equipment.
- Fall absorbing ground cover is required under and around all play equipment.
- The minimum recommended fall zone around the entire play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border material, etc.).
- All post lengths are identified by text showing the post length, i.e. 96 represents a 96 inch post.
- Not all equipment may be appropriate for all children. Supervision is required.



Playground Layout Compliance:

- ASTM F1487 - Playground Equipment for Public Use
- CPSC Handbook for Public Playground Safety



The play components identified in this plan are IPEMA certified. The size and layout of these components conform to the requirements of ASTM F1487.

Project:
 Preserve at Thousand Oaks
 Killeen, TX
 LTCPS rep:
 Dylan Domizio
 Lea Park & Play, Inc.
 (972) 400-6015

Ground Space: 45'-6" x 58'-0"
Protective Area: 66'-6" x 68'-0"

Drawn by: Dylan Domizio

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273

















Fibar® Engineered Wood Fiber- System 100

Product Specification and Installation Instructions

Part I – General Information

To download specifications and drawings in CAD format, go to <http://microsite.caddetails.com/312>

Quality Control, Applicable Testing Certifications and Sustainability

- IPEMA Certification – www.ipema.org
 - IPEMA provides a Third Party Certification Service where an independent laboratory provides written validation of a participants' certification of conformance to certain safety standards for their products.
 - These certifications include ASTM F1292-18 and ASTM F2075-20.
 - The Third Party Certification Service has randomly selected and tested some of the products of the participating company.
 - The Third Party Certification Service has performed a plant and/or home office inspection, involving a review of the participants' Quality Assurance Program, installation instructions, and compliant follow up systems.
 - The list of IPEMA certified products is maintained exclusively by TUV Laboratory.
- ASTM F1292
 - Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
 - Test results must be for Engineered Wood Fiber.
 - Test results for Engineered Wood Fiber must show G-max values of less than 200G for a 12" system with a 12' drop height, and HIC values less than 1,000.
 - Test results for mats must show G-max values of less than 200G and HIC values of less than 1,000 for a 3' drop height.
- ASTM F1951
 - Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
 - Must meet the intent of the Americans with Disabilities Act (ADA).
- ASTM F2075
 - Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment.
 - Material must undergo the test method described in Section 9.0 to determine the presence of tramp metal particles. Metal particles embedded or mixed in Engineered Wood Fiber may cause injury if a child were to fall on/or come in contact with them. The limit for tramp metal was set to reduce the potential of injury.
 - Standard wood chips, bark mulch or materials from recycled pallets will not be acceptable.
- LEED® Credits
 - Products assist in obtaining LEED® (Leadership in Energy and Environmental Design) credits for projects.
 - Sustainability Analysis performed by a LEED Green Associate.
 - Recycled Content, Regional Materials, and Construction Waste Management, along with others, are available for use in LEED project certification.

Part II – Material Data

- Engineered Wood Fiber
 - Shredded wood fiber consisting of randomly sized pieces.
 - Virgin wood fiber. Must not contain recycled ground pallets.
 - The particles generally are ten (10) times longer than they are wide and frequently have whiskery strands on all faces of the fiber. Hardly any two fibers are identical in all dimensions and appearance.
 - The species of woods that are used are comprised of, but are not limited to; White Oak, Red Oak, Maple, Ash, Douglas Fir, Lodge Pole Pine, Cedar, Yellow Pine, or Poplar.
 - Contains no more than 15% fines to aid in compaction.
- Drainage System – Patented under U.S. Patent numbers 4,679,963; 5,026,207 and 5,076,726, and other patents pending.
 - FibarFelt
 - Needle-punched 100% non-woven geotextile fabric that separates the Engineered Wood Fiber from soil below.

- Material allows water to flow through, and prevents rock and soil contamination of the Engineered Wood Fiber.
 - Designed to cover the sub-grade and drainage matrix to ensure proper drainage.
 - Seams should be overlapped 3”.
- Accessory Items
 - FibarMat
 - 3’ x 3’ x 1.5” with beveled edges (ADA compliant) on all sides.
 - Placed under each swing seat, tire swing, slide exit, and sliding poles.
 - Prevents excessive wear under swings and slides.
 - Recommended to be placed on top of the Engineered Wood Fiber.
 - ADA Wheelchair Access Ramp
 - Crafted from High-Density Polyethylene.
 - Won’t fade, splinter or crack.
 - Wide enough for motorized wheelchairs.
 - FibarGuard Borders
 - Crafted from High-Density Polyethylene.
 - Won’t fade, splinter or crack.
 - Rounded corners prevent injury.
 - Four feet long and 12” high.

Part III – Site Preparation and System 100 -Installation

PLEASE NOTE: In accordance with standard design and construction practices, The Fibar Group LLC and its Representatives recommend using the services of a certified engineer, architect, or landscape architect who is familiar with local soil and climate conditions to evaluate and interpret any information provided by The Fibar Group LLC and its Representatives. The Fibar Group LLC assumes no responsibility for determining the size of the playground or the safety zone between the equipment and the border. Installer must thoroughly examine the site and specifications, carefully checking the dimensions before starting work. All instructions are subject to equipment manufacturers’ installation specifications and in accordance with the licensing requirements of The Fibar Group, LLC, these specifications, and conformance with the dimensions, notes and details shown on the plans.

- In-Ground Installation (Exiting at Grade Level)
 - Excavate area to proper depth, based on Critical Fall Height.
 - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip.
 - On grades of greater than 10% - use of FibarSystems is not recommended.
 - Remove all roots, stones, and vegetation.
 - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
 - Excavate trench 2” wide x 6” deep, perpendicular to grade at lowest point of playground area. Line with FibarFelt and fill with free draining stone. Envelope stone with FibarFelt.
 - Connect low end to storm drain or similar device to remove collected water.
 - Install playground equipment.
 - Install retaining border or curb.
 - Cover sub-grade with FibarFelt.
 - Allowing 3” overlap at all seams.
 - Slit to fit around footings of equipment.
 - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
 - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth.
 - Spread Fibar® Wood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
 - Care should be taken when driving over FibarDrain.
 - Do not make sharp turns on FibarFelt or FibarDrain.
 - Install all materials delivered.
 - Additional materials are supplied to account for natural compaction.
 - Feather edges to make smooth transition to grade or border.
 - Install FibarMat wear mats on top of the Fibar EWF.
 - Hand-rake for a smooth & level finished surface. Natural compaction will occur over time and is dependent on the amount of playground use and environmental conditions.
 - To accelerate the compaction process, Fibar Engineered Wood Fiber can be mechanically compacted at an additional cost. The Fibar can be compacted in the accessible route to the equipment or the entire surface area. To mechanically compact the Fibar, install in 5” lifts using a plate compactor or other mechanical device. Change direction 90 degrees between each layer. Optional: Wet the surface before compacting. Repeat these steps until the desired level finished thickness is achieved. This accelerated compaction method, without wetting the surface, was used in the laboratory for the ASTM F1951 test procedure.

- After 2 weeks, surface should be raked and leveled. Continue to rake the surface level as needed.
 - Consumer Product Safety Commission (CPSC) and ASTM recommends Use Zones of at least 6 feet around all equipment, except:
 - Swings – Use zone equal to 2 times the height of top rail is needed in front and behind swings.
 - Slides – Use zone equal to height of slide plus 4 feet, extending a minimum of 6 feet, in front of slide exits.
 - Complete information on use zones can be found at [CPSC](#) and [ASTM](#).
- Above-Ground Installation (Exiting at Border or Curb Level)
 - Minimum 1% downward grade to ensure proper drainage to FibarDrain Strip. FibarDrain Strip should be installed so that it discharges outside of playground borders.
 - On grades of greater than 10% - use of FibarSystems is not recommended.
 - Remove all roots, stones, and vegetation.
 - Accurately grade and firmly compact entire area, especially where fill materials have been utilized.
 - Install playground equipment.
 - Install retaining border or curb.
 - Cover sub-grade with FibarFelt.
 - Allowing 3" overlap at all seams.
 - Slit to fit around footings of equipment.
 - Overlap all slits with either next piece of FibarFelt or scrap piece, to ensure complete coverage.
 - Permanently mark, with paint or other type of permanent marker, all the legs of the playground equipment with the compacted system design depth
 - Spread Fibar® Wood Fiber using a Bobcat, small front-end loader or our Express Blower Trucks.
 - Care should be taken when driving over FibarDrain.
 - Do not make sharp turns on FibarFelt or FibarDrain.
 - Install all materials delivered.
 - Additional materials are supplied to account for natural compaction.
 - Feather edges to make smooth transition to grade or border.
 - Install FibarMat wear mats on top of the Fibar EWF.
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 - Complete information on use zones can be found at [CPSC](#) and [ASTM](#).

Part IV – Warranty & Insurance

- Manufacturer's Limited Warranty
 - The Fibar Group, LLC provides a written 15-year warranty against loss of resiliency for the Fibar System 100.
 - The Fibar Group, LLC provides a written lifetime warranty on the FibarFelt geotextile fabric material.
 - The Fibar Group, LLC provides a written lifetime warranty on the FibarDrain drainage matrix.
 - The Fibar Group, LLC provides a written 3-year warranty on the FibarMat wear pads.
- Product Liability Insurance Certificate with project owner named as certificate holder.

Part V – Memberships & Certifications

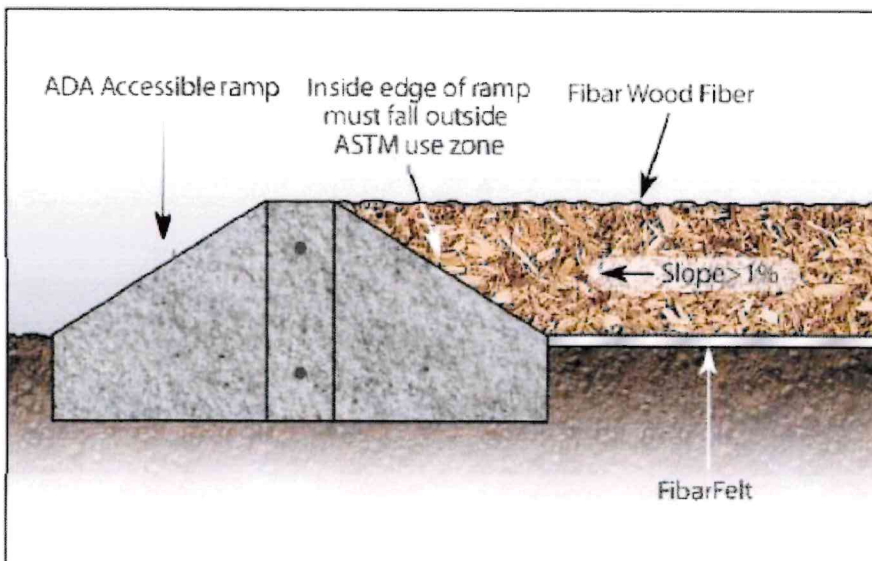
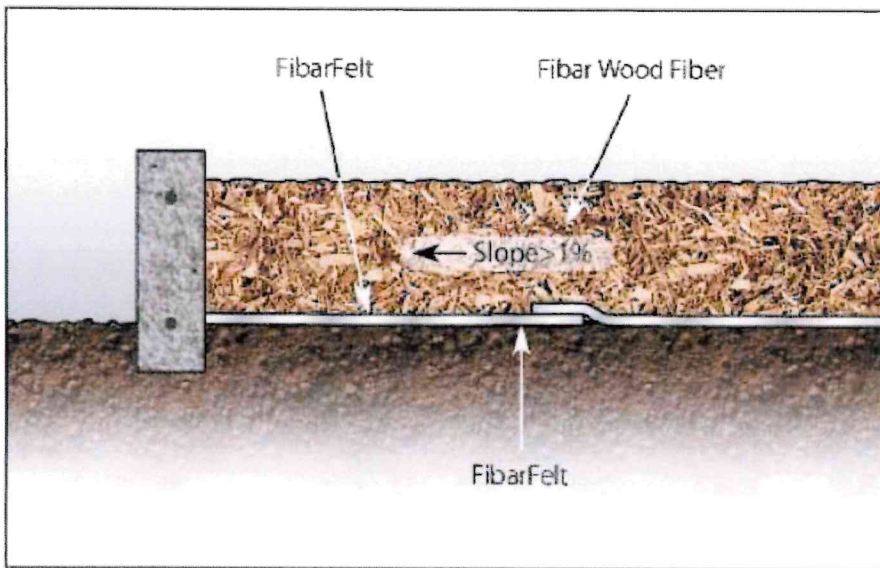
- Memberships
 - The Fibar Group, LLC is a member of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven organization whose mission is to assist in providing creative, fun, and safe play environments for children.

Certificate of Compliance



Part VI – Details & Drawings

FibarSystem 100 Above-Ground Installation Detail



Part VII – Other Information



To prevent displacement of the Fibar in high-use areas, FibarMat wear mats must be installed under all swings, tire swings, slide exits, and all other wear areas, including sliding poles. This will help to ensure compliance with the Federal Accessibility Law.



WARNING

Incorrect installation or maintenance, failure to install all the Fibar Engineered Wood Fiber delivered, failure to maintain the depth of the Fibar System installation at the specified system depth, failure to use FibarMat wear mats at slide exits, under all swings and tire swings (except enclosed or tot swings), other wear areas (a wear area is any area in the playground where the surface depth falls below the specified system depth for the playground surface), use of the Fibar System Installation and/or materials with others not provided by The Fibar Group, LLC, abnormal use, lack of proper maintenance, or vandalism can result in serious injury or death. Be aware that no playground surface can prevent all accidents or injuries.



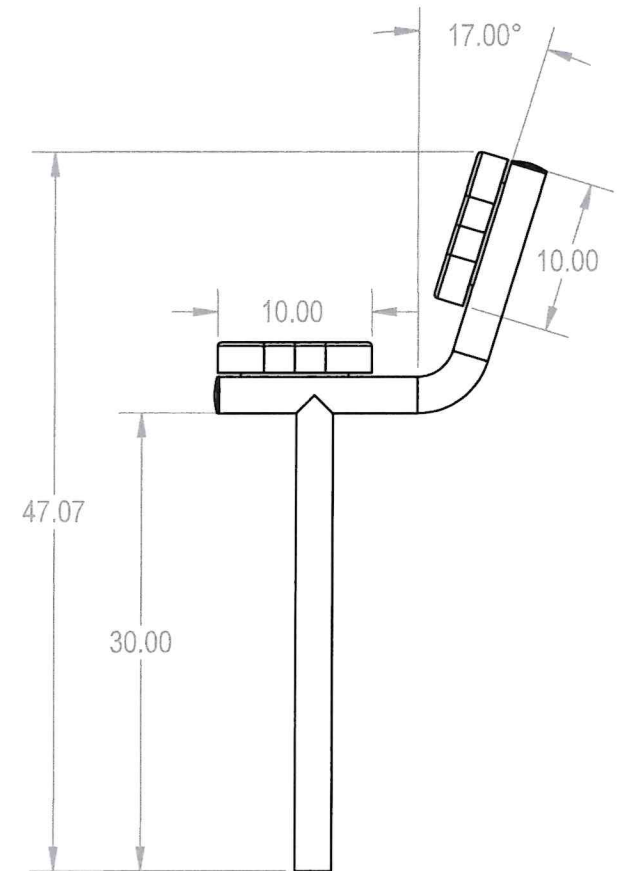
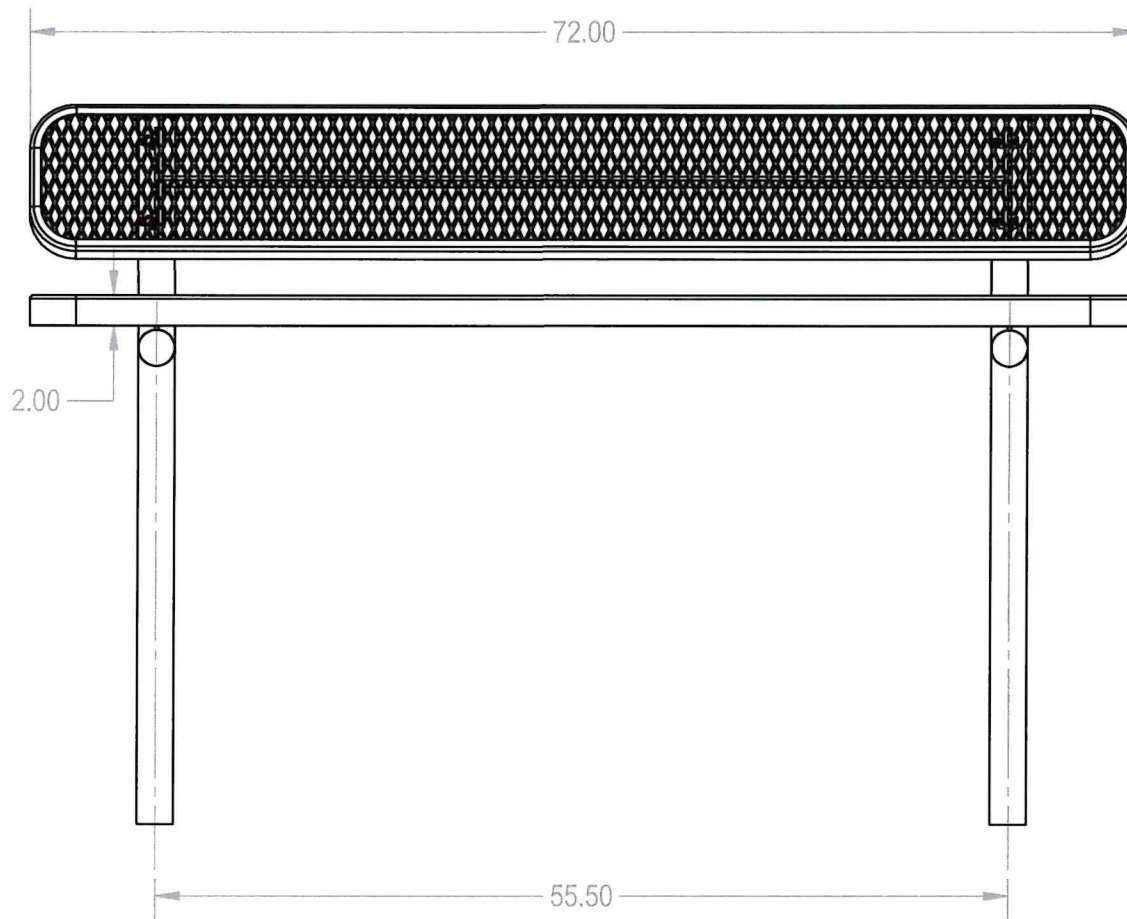
WARNING

Winter Conditions. Should there be moisture retention in the Fibar System installation, it will freeze when the temperature drops below the freezing mark. Please check your surface frequently in winter weather. When the surface is frozen, the impact attenuation properties of Fibar Engineered Wood Fiber are lost and for this reason, the play area should not be used.



Reread the Installation and Maintenance Instructions periodically. If at any time you are concerned about the surface and its performance, please contact us at ☎ 800-342-2721 or 914-273-8770 or ✉ info@Fibar.com. Fax: 914-273-8659.

The Fibar Group, LLC 80 Business Park Drive, Suite 300 Armonk NY 10504
800-342-2721 info@fibar.com www.fibar.com



Mfg. by Advantage Panels & Fence, Inc.

MyTCoat

Commercial Outdoor Furniture

www.mytcoat.com

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Advantage Panels & Fence, Inc. PO Box 1790 Whitney, TX. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Advantage Panels & Fence, Inc. PO Box 1790 Whitney, TX. IS PROHIBITED.

	NAME	DATE
DRAWN	GM	1/25/2016
SALES APPR.		
CLIENT APPR.		
MFG APPR.		
Q.A.		
Design By -	CADWorksPro Chicago, IL www.cadworkspro.com	

AAdvantage Panels & Fence, Inc.

TITLE:

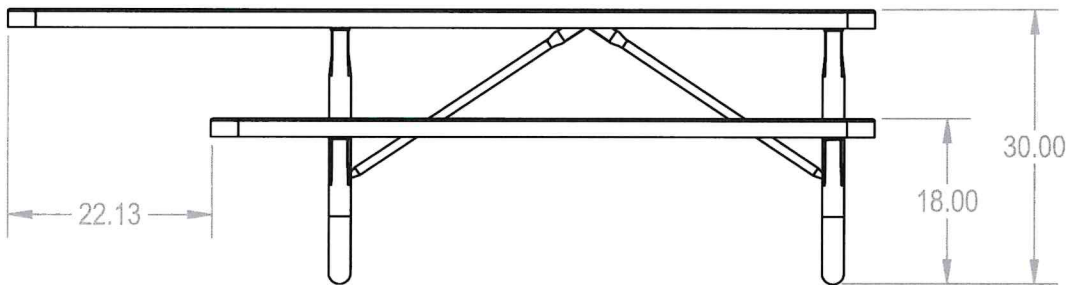
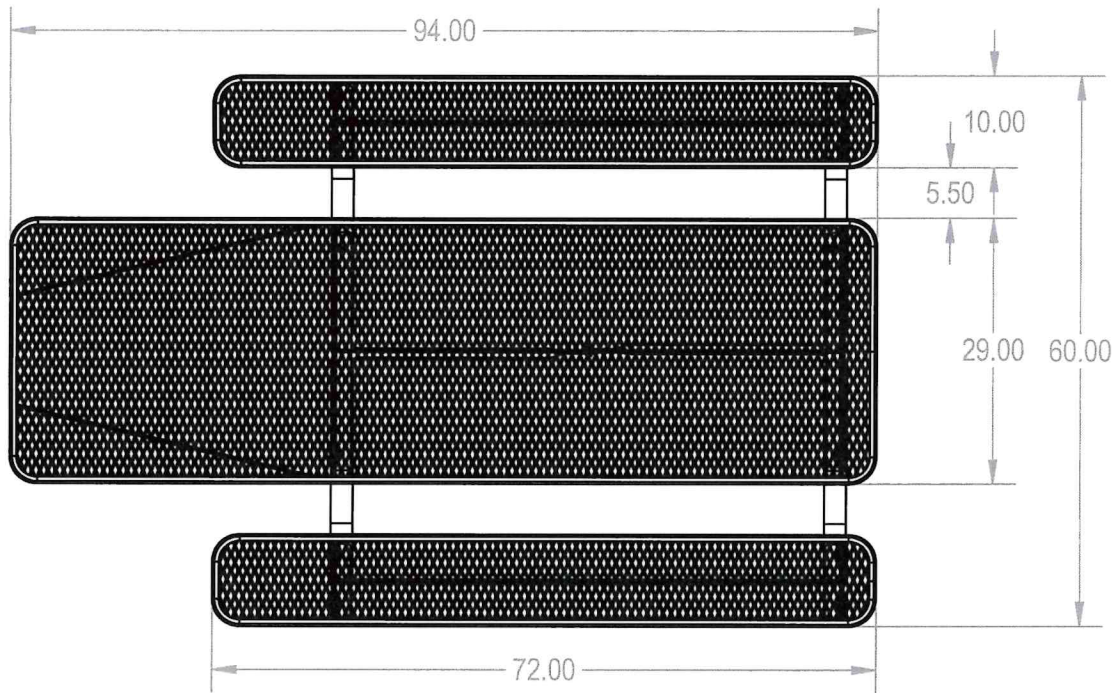
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InGround - Expanded Metal

SIZE DWG. NO. REV

A BRT06-A-19-000

WEIGHT: SHEET 2 OF 3



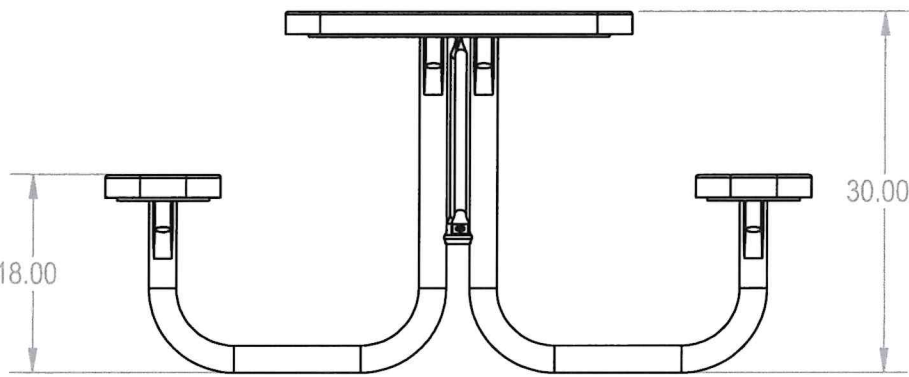
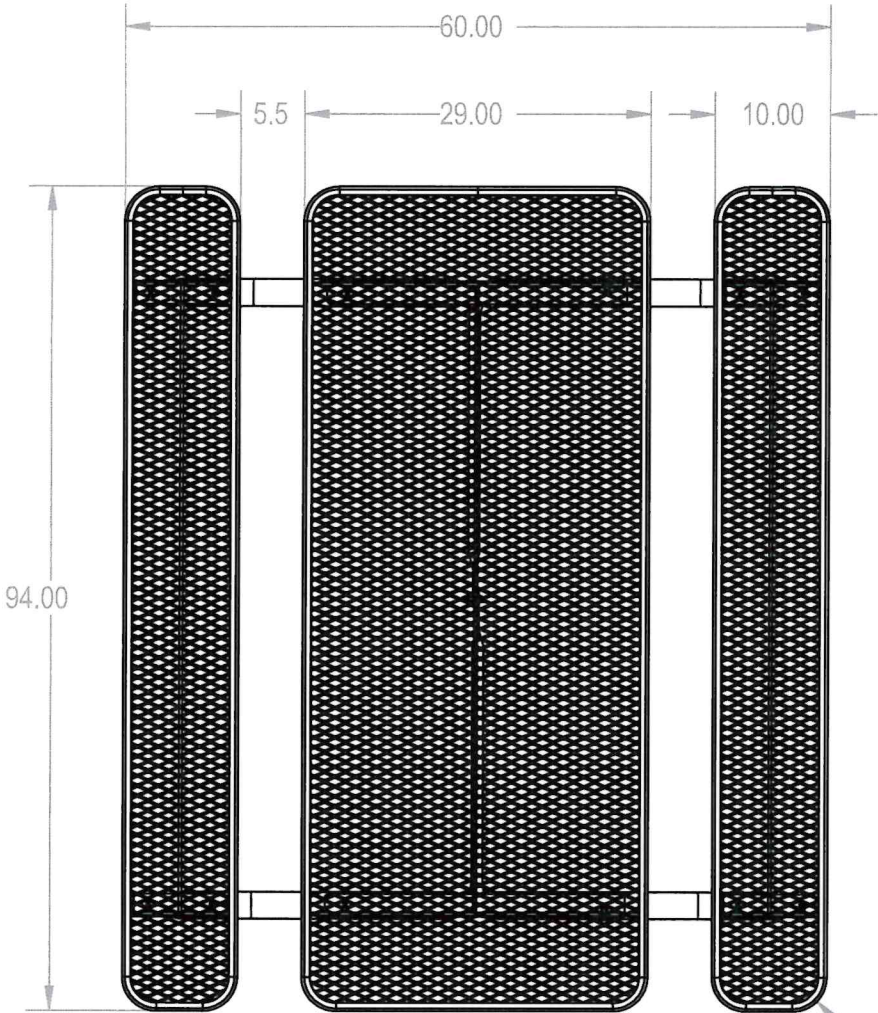
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 TRT08-C-01-001 - Industry Standard Coating

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SALES APPR.			
CLIENT APPR.			
MFG APPR.			
Q.A.			TITLE:
Design By -			8' Rectangular Portable Table - Accessible
CADWorksPro Chicago, IL			Expanded Metal
www.cadworkspro.com			



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Model Numbers:
 TRT08-A-01-000 - Advantage Coating
 TRT08-C-01-000 - Industry Standard Coating



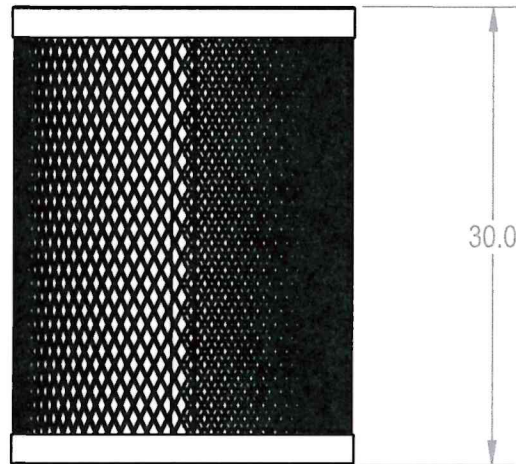
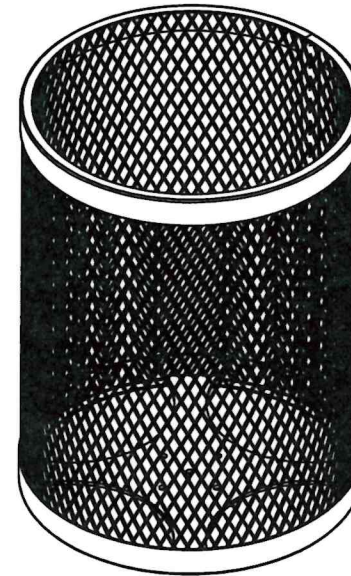
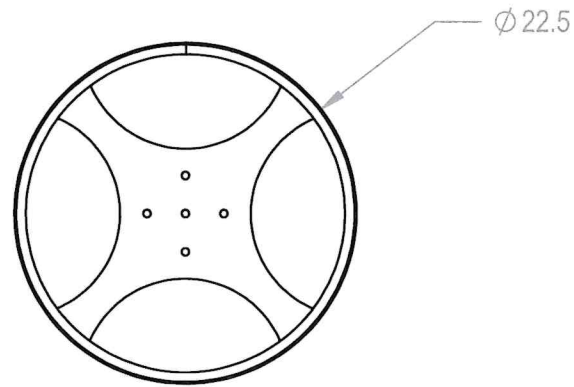
R3.00



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NAME	DATE
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CLIENT APPR.	
MFG APPR.	
Q.A.	
Design By -	
CADWorksPro Chicago, IL www.cadworkspro.com	

AAdvantage Panels & Fence, Inc.	
TITLE:	
8' Rectangular Portable Table	
Expanded Metal	



	NAME	DATE	AAdvantage Panels & Fence, Inc.	
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SALES APPR.			32 Gallon Trash Receptacle	
CLIENT APPR.			Expanded Metal Version	
MFG APPR.			SIZE	DWG. NO.
Q.A.			A	RRD32-A-00-000
Design By -	CADWorksPro Chicago, IL		WEIGHT:	SHEET 1 OF 4
	www.cadworkspro.com			



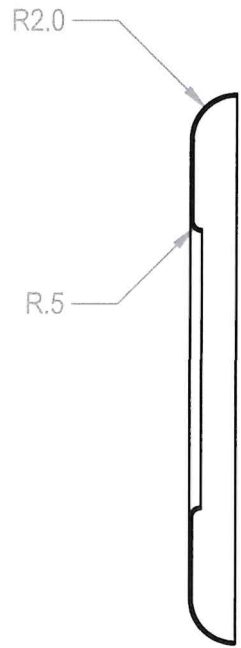
Mfg. by Advantage Panels & Fence, Inc.

MyTCoat

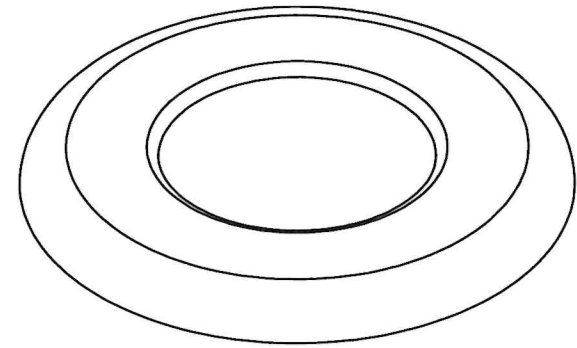
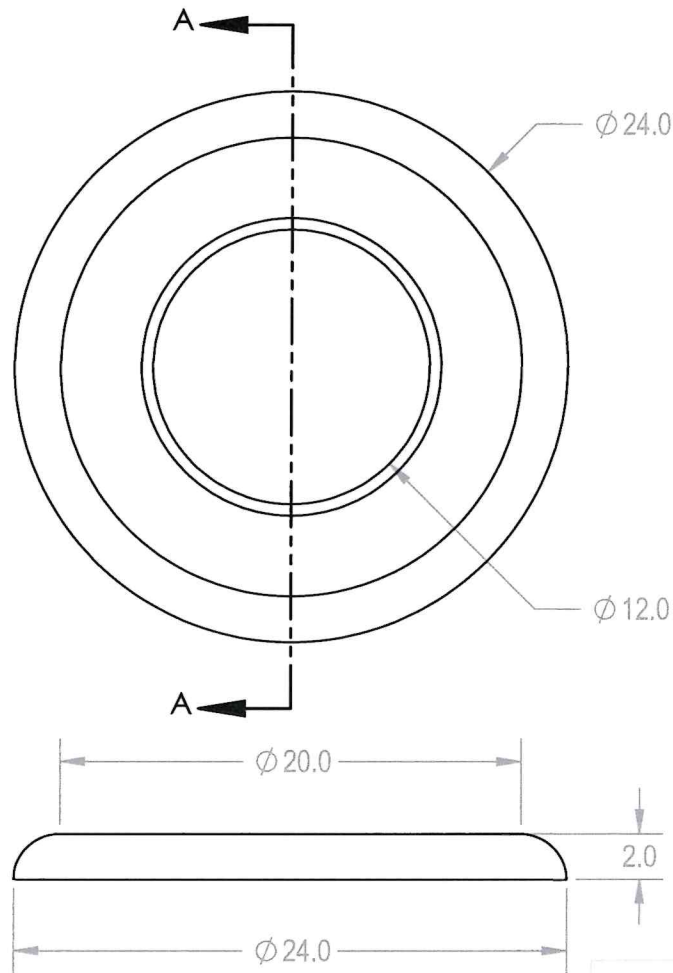
Commercial Outdoor Furniture

www.mytcoat.com

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SECTION A-A



	NAME	DATE
DRAWN	GM	2/23/2016
SALES APPR.		
CLIENT APPR.		
MFG APPR.		
Q.A.		
Design By -	CADWorksPro Chicago, IL www.cadworkspro.com	

AAdvantage Panels & Fence, Inc.

TITLE:
Steel Flat Top - 32 Gallon Trash
Receptacle

SIZE	DWG. NO.	REV
A	RFT32-S-00-000	
WEIGHT:	SHEET 8 OF 8	



Mfg. by Advantage Panels & Fence, Inc.

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