

DEVELOPER AGREEMENT

City of Mansfield and Mansfield Development LLC

THIS AGREEMENT, made and entered into by and between the City of Mansfield, hereinafter called the "City," and Mansfield Development LLC, hereinafter called the "Developer," witnesseth:

WHEREAS, Bower Ranch, a residential development in the City of Mansfield, that has been platted and has started preliminary grading, contains an existing 12" water and 12" sewer line located at the perimeter of the subdivision.

WHEREAS, it is recognized that it is in the best interest of the citizens of the City of Mansfield to abandon the existing 12" water and 12" sewer lines along the perimeter of the subdivision and relocate them to platted City street right of way.

NOW, THEREFORE, the City and Developer, in consideration of the mutual covenants and agreements contained herein do mutually agree as follows:

SECTION 1.

The Developer shall commission the design of the water line and sanitary sewer line relocations beginning at the connection at S. Holland Rd to the connection at the Northeast corner of the Bower Ranch Subdivision. Plans will be reviewed and approved as acceptable by the City before Developer commences construction.

SECTION 2.

The Developer shall solicit and receive a minimum of two bids for the construction of the improvements. The bids shall be reviewed by the City and Developer and a contractor will be selected that is the lowest and best bidder agreeable to both parties of this agreement.

SECTION 3.

The total cost for the water and sewer system improvements shall include the cost of materials and construction only. The cost participation by the city will only be the cost differential between an 8" and 10" water line, and 8" and 12" sanitary sewer line. The City of Mansfield will fund the difference of larger diameter water line and sanitary sewer line, at actual cost not to exceed \$95,942.00.

SECTION 4.

The developer shall contract for construction and pay all invoices. The Developer shall submit a single invoice to the City upon completion of the installation of the water line and sanitary sewer line and include copies of any and all invoices paid to the contractor. The invoice shall be paid minus 10% retainage, to be held until final acceptance of all public improvements by the City.

SECTION 5.

The contractor will be required to supply performance, payment and maintenance bonds as specified in the Subdivision Control Ordinance.

SECTION 6.

Total construction time shall be 180 calendar days from the date of execution of this agreement.

IN WITNESSETH WHEREOF, the parties hereto have executed three copies of this agreement on this ____ day of _____, 2013.

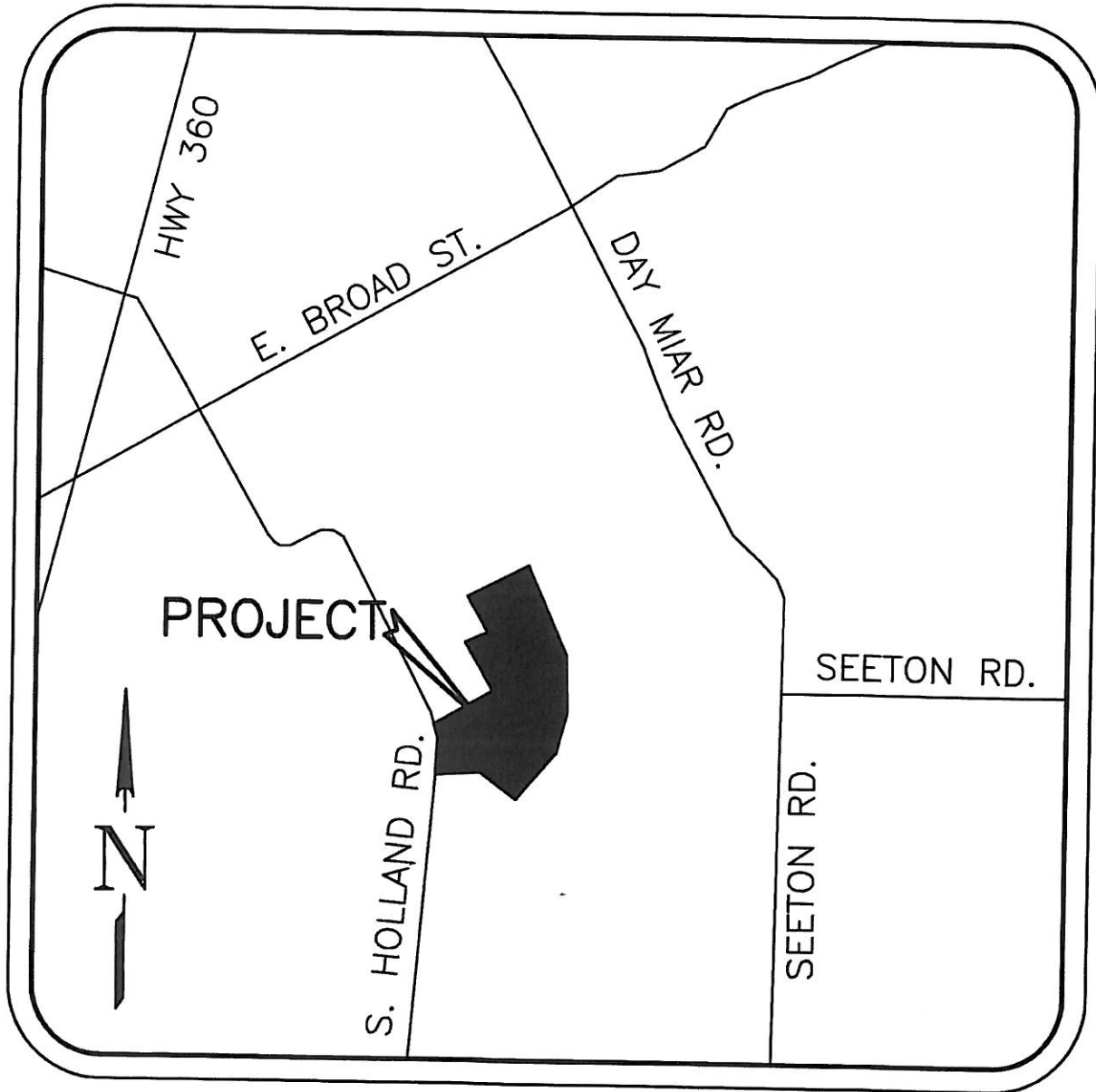
City of Mansfield

Clayton Chandler
City Manager

Developer

Terrance Jobe
Mansfield Development, Inc.
3526 Routh St
Dallas, TX 75219

BOWER RANCH - PH. 1
LOCATION MAP
MAPSCO PAGE 126-N, P, S, T
N.T.S.



BOWER RANCH - PH. 1

EXISTING UTILITIES
TO BE ABANDONED



SCALE: 1"=300'

HIGHLANDS BY THE LAKE

EX. 12" WATER
TO BE ABANDONED

EX. 12" S.S.
TO BE ABANDONED

EX. 12" WATER & S.S.
TO REMAIN

EX. 10' & 15' UTILITY
EASEMENTS TO BE
ABANDONED
ALONG ALIGNMENT OF
ABANDONED 12" WATER
AND S.S. LINES

MEADOW GLEN
PHASE II

EX. 12" WATER
TO REMAIN

JUDY MILLER
ELEMENTARY
SCHOOL

EX. 12" S.S.
TO REMAIN

PHASE 1

FUTURE
PHASES

— EX. 12" WATER
TO BE ABANDONED
- - EX. 12" SANITARY SEWER
TO BE ABANDONED

BOWER RANCH - PH. 1

PROPOSED UTILITIES



SCALE: 1"=300'







HIGHLANDS BY THE LAKE

MEADOW GLEN
PHASE II

JUDY MILLER
ELEMENTARY
SCHOOL

PHASE 1

FUTURE
PHASES

-  PROP. 10" WATER
WITH CITY PARTICIPATION
-  PROP. 8" WATER
BY DEVELOPER ONLY
-  PROP. 6" WATER
BY DEVELOPER ONLY
-  PROP. 12" SANITARY SEWER
WITH CITY PARTICIPATION
-  PROP. 8" SANITARY SEWER
BY DEVELOPER ONLY
-  PROP. 6" SANITARY SEWER
BY DEVELOPER ONLY