

Developers Agreement Regarding Mansfield National Parkway

This Agreement is made and entered into by and between the City of Mansfield, herein after called the ACity@, and Textaur Garden Heights, LLP, hereinafter called the ADeveloper@ for the design and construction of the south two lanes of National Parkway (from Holland Road to Seeton Road), hereinafter called the AProject@.

WHEREAS, it is acknowledged by both the City and the Developer that they share a common interest in providing incentives for residential development within the community known as Garden Heights Addition, wherein referred to as the “Subdivision”; and, both parties agree that the design and construction of the Project will encourage and facilitate new residential development and growth; and,

WHEREAS, the Project is included as a designated road section on the City=s Master Thoroughfare Plan and is a designated roadway on the capital improvement plan utilized by the City in establishing its roadway impact fee assessment formula. Based upon the recitation set forth above, the City and the Developer do mutually agree as follows:

1. The Developer through Welch Engineering, herein known as the “Engineers”, shall prepare and pay for full construction drawings for the road and utilities within the right of way of the Project. The Project will be designed and built in two phases. Phase 1 shall be the two south lanes of the Project from South Holland Road to Sage Drive. Phase 2 of the Project shall be from Sage drive to Seeton Road. The City shall be responsible for the cost of extending water and wastewater utility systems of the city to the perimeter of Phase I of the Development along with roadway and drainage improvements for the Project as identified in the construction plans designed by Welch Engineering and approved by the City. The Developer shall pay for all aesthetic elements along National Parkway. Construction of Phase 1 of the Project shall be done simultaneous with the construction of the 25 lots known as Phase III, Section 1 of Garden Heights. Bidding of construction plans for Phase 1 of the Project and Section I of Phase III of the Subdivision shall begin no later than 45 days from the approval of final plat and construction plans for both improvements by the City. Developer shall be responsible for the cost of design and construction of the 25 residential lots known as Phase III, Section 1 of Garden Heights. The design of the construction plans for Phase 1 and 2 of the Project and Phase III, Section 1 of Garden Heights shall begin no later than ten (10) working days from the approval of this agreement by the Mansfield City Council. The design of the construction plans for Phase 2 of the Project, due to foreseeable delays from a petroleum pipeline conflict and Corps of Engineers approval, shall be completed as soon as possible but no later than 12 months from the date of approval of this agreement by the City of Mansfield City Council. The 12 month deadline can be extended by either party if required approvals from outside agencies are not received; however, developer must demonstrate all efforts have been made from time of execution of contract to gain said approvals. If the 12 month deadline is not extended, the City will not be

obligated to approve a final plat for Phase III, Section 2 or Section 3 until the design of Phase 2 of the Project is complete. Upon acceptance of final plans and bid documents, the Developer and his engineers shall provide up to thirty (30) sets for bidding.

2. The City agrees that upon final acceptance of said plans, the City shall advertise for and award a construction contract for the construction of Phase 2 of the Project. The City and the Developer acknowledge that this written agreement will require that the City construct only the southern one-half of the Project. The City will be responsible for the cost of constructing this portion of the National Parkway and, therefore, the Developer shall receive no roadway impact fee credit for this construction activity.
3. The parties agree that the City's obligation to construct Mansfield National Parkway shall be contingent upon the Developer complying with the following pre-conditions:
 - A. The Developer shall have secured preliminary plat approval for Phase III, Sections 1, 2 and 3 of Garden Heights subdivision consisting of approximately eighty (80) lots.
 - B. The Developer shall have secured final plat approval for Phase III, Section 1 of Garden Heights consisting of 25 lots.
 - C. The Developer shall have secured City approval of the construction plans for the street, water, sanitary sewer and storm water improvements to be installed as part of Phase III, Section 1 of Garden Heights subdivision.
 - D. The Developer shall have awarded a contract for the construction of the public works facilities to be located within the perimeter of Phase III, Section 1 of Garden Heights subdivision as set forth in (C) above. The City shall not be obligated to award the construction contract for Phase 1 of the Project as set forth above if the Developer has not satisfied the pre-conditions set forth herein.
 - E. The parties expressly acknowledge and agree that the Developer and/or subsequent lot purchasers within Phase III, Section 1 of Garden Heights subdivision shall not receive credit to be charged against impact fees assessed by the City of Mansfield based upon the City of Mansfield's approval of this Agreement and the construction of the Project mandated by this Agreement. The parties acknowledge that the City is paying for the construction of these roadway improvements and Developer is not asserting a claim for impact fee credit based upon the construction of the improvements related to the Project.

This Agreement shall become effective as of the date of its signing and shall be considered as legally binding upon the parties, their representatives, successors and assigns.

Clayton Chandler
City Manager
City of Mansfield

Date

Textaur Garden Heights, LLP, Developer
By: Douglass Gilliland, President of
Taurus of Texas GP, LLC (General Partner)

Date