

- E. The contracts for the construction of the public infrastructure shall be administered in conformance with paragraph 8, Section II, of the Policy.
- F. Developer shall install or adjust all of the required utilities to serve the development or to construct the improvements required herein.
- G. Developer agrees that the City shall not be responsible for any inadequacies in the preliminary plans, specifications and cost estimates supplied by the Developer for this Agreement and hereby releases the City from same.
- H. Developer agrees that no lot shall be occupied under a certificate of occupancy until the improvements required herein have been constructed (Article 104.100, Ordinance 7234).
- I. Developer agrees to provide, at its expense, all necessary rights of way and easements across property owned by Developer required to construct current and future improvements provided for in this agreement.
- J. Developer agrees to construct proposed improvements as shown on the exhibits attached hereto. The following exhibits are made a part hereof: Water (A)None; Sewer (A-1) None; Paving (B)Attached Storm Drain (B-1) Attached; Street Lights and Signs (C) Attached.
- K. City is requiring the widening and/or straightening of the City road(s) contemplated herein. City shall not be responsible for any costs that may be incurred for the relocation of any utilities that are or may be in conflict with any of the community facilities to be installed hereunder.

II. Street and Storm Drain Facilities

- A. The Developer(s) agree to install or to cause to have installed, the streets, storm drainage, street lighting, street name sign and other community facilities improvements shown as “current improvements” on the attached Exhibits B, B1, and C.
- B. As shown below in the “Summary of Cost for Street and Storm Drain Facilities”, the Developer shall fund its share of "current improvements"

and shall pay to the City for its share of the cost of street, storm drainage, street lighting, street name signs as shown on the attached Exhibits B, B1, and C. The estimated total cost of current improvements and related support services specified in this agreement, including design, construction and inspection is estimated at \$ 1,218,728.00.

C.

**SUMMARY OF COST
KELLER HIGH SCHOOL NO 4**

<i>Item</i>	<i>Developer Cost</i>	<i>City Cost</i>	<i>Total Cost</i>
A. Construction			\$ -
1. Streets	\$649,740.00		\$ 649,740.00
2. Storm Drainage	\$472,560.00		\$ 472,560.00
3. Street Lights	\$28,600.00		\$ 28,600.00
4. Street Name Signs	\$490.00		\$ 490.00
B. Engineering Design			\$ -
C. Construction Engineering and Management by DOE (4%)	\$ 44,892.00		\$ 44,892.00
D. Materials Testing by DOE (2%)	\$ 22,446.00		\$ 22,446.00
TOTALS	\$ 1,218,728.00	\$ -	\$ 1,218,728.00

Notes:

1. All Preliminary Plats filed after July 2000 will require sidewalks on all streets. The developer is responsible for installation of sidewalk and a separate financial guarantee is required in the form of a bond or check for the cost of the sidewalk.
2. Developer's column for Item C represents four percent (4%) cost for construction inspection fees and materials testing. The City will pay additional inspection fee over 4%.
3. City not preparing plans and specifications.

IN TESTIMONY WHEREOF, the City of Fort Worth has caused this instrument to be executed in quadruplicate in its name and on its behalf by its Assistant City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in triplicate, at Fort Worth, Texas this the ____ day of _____, 2007.

CITY OF FORT WORTH

Approval Recommended:

Marc A. Ott
Assistant City Manager

Robert Goode, P. E., Director
Transportation and Public Works

ATTEST:

Approved as to Form and Legality:

Marty Hendrix
City Secretary

Amy J. Ramsey
Assistant City Attorney

DEVELOPER
Keller Independent School District

Bob Apetz
Board President

ATTEST:
