

## **EXHIBIT "A"**

### **City of Colleyville City-Developer Agreement Keller Independent School District**

That KELLER INDEPENDENT SCHOOL DISTRICT or assigns, hereinafter called "Developer" and the City of Colleyville, Tarrant County, Texas hereinafter called "City", enter into the following agreement (The Agreement).

In consideration of the mutual covenants herein contained and for a new elementary school in the Keller Independent School District, an addition to the City of Colleyville, Texas, as filed of record in Volume 15576, page 278 of the Deed Records of Tarrant County, Texas, the parties hereto agree:

1. The Developer agrees to pay 23% of the actual construction and engineering costs associated with the McDonwell School Road and Precinct Line Road intersection improvements (Item 1 as shown on the Attachment).
2. The Developer agrees to pay 100% of the actual construction and engineering costs associated with the southern half of the McDonwell School Road improvements (Item 2 as shown on the Attachment).
3. The Developer agrees to pay 100% of the actual construction and engineering costs associated with the right turn/deceleration lane improvements on McDonwell School Road (Item 3 as shown on the Attachment).
4. The Developer agrees to pay 16% of the actual construction and engineering costs associated with the northern half of the McDonwell School Road improvements (Item 4 as shown on the Attachment).
5. The Developer agrees to pay 50% of the actual construction and engineering costs associated with the drainage improvements on McDonwell School Road (Item 5 as shown on the Attachment).
6. The Developer agrees to pay 100% of the actual construction and engineering costs associated with the westbound left turn lane improvements on McDonwell School Road (Item 6 as shown on the Attachment).
7. Payment of the construction and engineering costs as detailed in items 1 – 6 above will be made prior to the City awarding a construction contract for these improvements based on the estimates as shown on the Attachment. The Developer and City agree that the estimated construction costs are for general information purposes only. The actual construction costs will be determined after the improvements to McDonwell School Road are complete and final payment has been made to the City's contractor. The Developer's and City's shares, based on the percentages above, will be adjusted accordingly.

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8. The Developer understands that he has no authority to cancel or amend the terms of the agreement without specific written authority from the City.
9. If for any reason the ownership of the property should change prior to acceptance by the City of the public improvements, it is agreed that these conditions will pass from this Developer to the next Owner and the City will require proper signatures of the new Owner agreeing to the terms of the Agreement.
10. Upon completion of the work, good and sufficient title to all public facilities constructed, warranted free of any liens or encumbrances, is hereby vested in the City of Colleyville.

IN WITNESS WHEREOF, the parties to these present have executed this contract in three (3) counterparts, each of which shall be deemed an original on this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

DEVELOPER

CITY OF COLLEYVILLE

\_\_\_\_\_  
Keller Independent School District

\_\_\_\_\_  
Joe Hocutt, Mayor

\_\_\_\_\_  
Cynthia Singleton, City Secretary