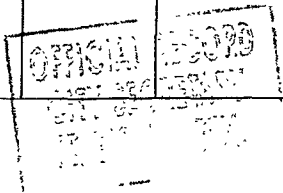
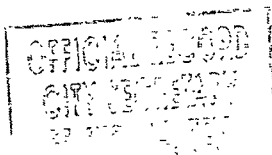


Item No.	Approx. Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit A1 Water – Sendera Blvd. Water Distribution System					
7.	1	Ea.	Fire Hydrant (4'-0" Bury) Per Each Two Thousand Five Hundred Thirty Four Dollars & Fourteen Cents	\$ 2,534.14	\$ 2,534.14
8.	9.2	Ton	Cast Iron Fittings, Furnish and Install, Complete in place, Including Concrete Blocking Per Ton Two Thousand, Three Hundred Ten Dollars & Five Cents	\$ 2,310.05	\$ 21,252.46
9.	5	C.Y.	Class B (2500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard Sixty Five Dollars & No Cents	\$ 65.00	\$ 325.00
10.	5	C.Y.	Class E (1500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard Sixty Five Dollars & No Cents	\$ 65.00	\$ 325.00
11.	20	C.Y.	Crushed Limestone, Complete in Place for the Sum of, Per Cubic Yard Twenty Two Dollars & Fifty Cents	\$ 22.50	\$ 450.00
12.	20	C.Y.	Ballast Stone, Complete in Place for the Sum of, Per Cubic Yard Twenty Two Dollars & Fifty Cents	\$ 22.50	\$ 450.00



Item No.	Approx. Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit A1 Water – Sendera Blvd. Water Distribution System					
13.	1,819	L.F.	Trench Safety for Water Mains, Per Linear Foot No _____ Dollars & Twenty _____ Cents	\$ 0.20	\$ 363.80
14.	1	L.S.	Storm Water Management, Complete in Place for the Sum of, Per Lump Sum Two Hundred Fifty _____ Dollars & No _____ Cents	\$ 250.00	\$ 250.00
Total Amount Bid – Unit A1 Water- Sendera Blvd. Water Distr. System				\$ 158,247.21	

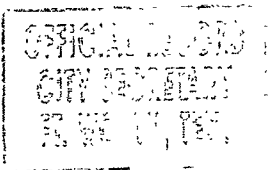


UNIT B: Sanitary Sewer Collection System

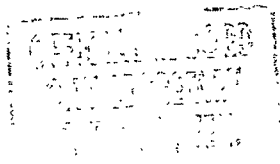
(Furnish and install, including all appurtenant work, complete in place, the following items)

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit B Sanitary Sewer – Sendera Ranch Phase III, Sec 3A					
1.	2,463	L.F.	18" Sewer Main, Complete in Place for the Sum of, Per Linear Foot <u>Twenty Six</u> Dollars & <u>Eleven</u> Cents	\$ 26.11	\$ 64,308.93
2.	100	L.F.	18" SDR-26 PVC, Complete in Place for the Sum of, Per Linear Foot <u>Thirty Seven</u> Dollars & <u>Thirty Four</u> Cents	\$ 37.34	\$ 3,734.00
3.	657	L.F.	18" SDR-26 PVC Cement Stabilized, Complete in Place for the Sum of, Per Linear Foot <u>Fifty Four</u> Dollars & <u>Thirty Four</u> Cents	\$ 54.34	\$ 35,701.38
4.	3,422	L.F.	8" Sewer Main, Complete in Place for the Sum of, Per Linear Foot <u>Fourteen</u> Dollars & <u>Ninety Five</u> Cents	\$ 14.95	\$ 51,158.90
5.	280	L.F.	8" SDR-26 PVC Cement Stabilized, Complete in Place for the Sum of, Per Linear Foot <u>Thirty Four</u> Dollars & <u>Forty Two</u> Cents	\$ 34.42	\$ 9,637.60
6.	19	Ea.	4' Diameter Manhole (various depths), Complete in Place for the Sum of, Per Each <u>Two Thousand One Hundred</u> <u>Fifty Three</u> Dollars & <u>Eighty One</u> Cents	\$ 2,153.81	\$ 40,922.39

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit B Sanitary Sewer – Sendera Ranch Phase III, Sec 3A					
7.	66	Ea.	4" Sanitary Sewer Service (SDR-26), Complete in Place for the Sum of, Per Each <u>Five Hundred Twenty Seven</u> Dollars & <u>Forty Eight</u> Cents	\$ 527.48	\$ 34,813.68
8.	53	Ea.	4" Sanitary Sewer Service (SDR-35), Complete in Place for the Sum of, Per Each <u>Five Hundred Sixty Two</u> Dollars & <u>Fifteen</u> Cents	\$ 562.15	\$ 29,793.95
9.	5	C.Y.	Class B (2500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard <u>Sixty Five</u> Dollars & <u>No</u> Cents	\$ 65.00	\$ 325.00
10.	5	C.Y.	Class E (1500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard <u>Sixty Five</u> Dollars & <u>No</u> Cents	\$ 65.00	\$ 325.00
11.	20	C.Y.	Crushed Limestone, Complete in Place for the Sum of, Per Cubic Yard <u>Twenty Two</u> Dollars & <u>Fifty</u> Cents	\$ 22.50	\$ 450.00
12.	20	C.Y.	Ballast Stone, Complete in Place for the Sum of, Per Cubic Yard <u>Twenty Two</u> Dollars & <u>Fifty</u> Cents	\$ 22.50	\$ 450.00



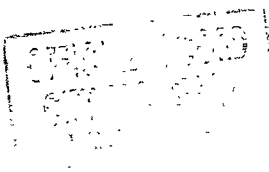
Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit B Sanitary Sewer – Sendera Ranch Phase III, Sec 3A					
13.	6,922	L.F.	Trench Safety (Sewer), Complete in Place for the Sum of, Per Linear Foot No _____ Dollars & Twenty _____ Cents	\$ 0.20	\$ 1,384.40
14.	19	Ea.	Vacuum Test for Manholes, Complete in Place for the Sum of, Per Each Eighty _____ Dollars & No _____ Cents	\$ 80.00	\$ 1,520.00
15.	6,922	L.F.	TV Inspections of Sanitary Sewer, Per Linear Foot One _____ Dollars & Twenty Five _____ Cents	\$ 1.25	\$ 8,652.50
16.	1	L.S.	Storm Water Management, Per Lump Sum Two Hundred Fifty _____ Dollars & No _____ Cents	\$ 250.00	\$ 250.00
Total Amount Bid Sewer – Unit B1- Sendera Ranch Phase III, Sec 3A				\$ 283,427.73	



Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit B1 Offsite Sanitary Sewer – Sendera Ranch Phase III, Section 3A					
1.	1,869	L.F.	24" Sewer Main (SDR-35), Complete in Place for the Sum of, Per Linear Foot Forty Five _____ Dollars & No _____ Cents	\$ 45.00	\$ 84,105.00
2.	100	L.F.	24" Concrete Encasement, Complete in Place for the Sum of, Per Linear Foot Fifty _____ Dollars & No _____ Cents	\$ 50.00	\$ 5,000.00
3.	32	L.F.	21" Sewer Main (SDR-35), Complete in Place for the Sum of, Per Linear Foot Forty One _____ Dollars & Sixty Five _____ Cents	\$ 41.65	\$ 1,332.80
4.	4	Ea.	4' Diameter Manhole (various depths), Complete in Place for the Sum of, Per Each Three Thousand One Hundred _____ Eighty One _____ Dollars & Thirty Eight _____ Cents	\$ 3,181.38	\$ 12,725.52
5.	5	C.Y.	Class B (2500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard Sixty Five _____ Dollars & No _____ Cents	\$ 65.00	\$ 325.00
6.	5	C.Y.	Class E (1500 psi) Encasement, Complete in Place for the Sum of, Per Cubic Yard Sixty Five _____ Dollars & No _____ Cents	\$ 65.00	\$ 325.00

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit B1 Offsite Sanitary Sewer – Sendera Ranch Phase III, Section 3A					
7.	20	C.Y.	Crushed Limestone, Complete in Place for the Sum of, Per Cubic Yard Twenty Two _____ Dollars & Fifty _____ Cents	\$ 22.50	\$ 450.00
8.	20	C.Y.	Ballast Stone, Complete in Place for the Sum of, Per Cubic Yard Twenty Two _____ Dollars & Fifty _____ Cents	\$ 22.50	\$ 450.00
9.	1,901	L.F.	Trench Safety (Sewer), Complete in Place for the Sum of, Per Linear Foot No _____ Dollars & Twenty _____ Cents	\$ 0.20	\$ 380.20
10.	4	Ea.	Vacuum Test for Manholes, Complete in Place for the Sum of, Per Each Eighty _____ Dollars & No _____ Cents	\$ 80.00	\$ 320.00
11.	1,901	L.F.	TV Inspections of Sanitary Sewer, Per Linear Foot One _____ Dollars & Twenty Five _____ Cents	\$ 1.25	\$ 2,376.25
12.	111	S.Y.	Install 12" Thick "Facing" Class Rock Rubble Rip Rap, with 6" Thickness of Bedding, Complete in Place for the Sum of, Per Linear Foot Forty Five _____ Dollars & No _____ Cents	\$ 45.00	\$ 4,995.00

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit B1 Offsite Sanitary Sewer – Sendera Ranch Phase III, Section 3A					
13.	1	L.S.	Storm Water Management, Per Lump Sum Two Hundred Fifty Dollars & No Cents	\$ 250.00	\$ 250.00
Total Amount Bid – B1 Offsite SS - Sendera Ranch Phase III, Section 3A				\$ 113,034.77	



UNIT C: STORM DRAIN

(Furnish and install, including all appurtenant work, complete in place, the following items)

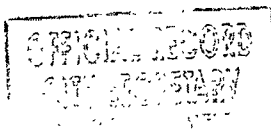
Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C – Storm Drain System					
1.	50	L.F.	6-8'X 4' MBC, Complete in Place for the Sum of, Per Linear Foot <u>One Thousand Four Hundred Fifty</u> Dollars & <u>No</u> Cents	\$ 1,450.00	\$ 72,500.00
2.	134	L.F.	7'X 4' SBC, Complete in Place for the Sum of, Per Linear Foot <u>Two Hundred Forty One</u> Dollars & <u>Twenty Five</u> Cents	\$ 241.25	\$ 32,327.50
3.	134	L.F.	4'X 4' SBC, Complete in Place for the Sum of, Per Linear Foot <u>One Hundred Thirty Three</u> Dollars & <u>Eighty Seven</u> Cents	\$ 133.87	\$ 17,938.58
4.	266	L.F.	3'X 3' SBC, Complete in Place for the Sum of, Per Linear Foot <u>Ninety Seven</u> Dollars & <u>Seventy</u> Cents	\$ 97.70	\$ 25,988.20
5.	278	L.F.	39" Class III R.C. Pipe, Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot <u>Seventy Two</u> Dollars & <u>Four</u> Cents	\$ 72.04	\$ 20,027.12

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C – Storm Drain System					
6.	40	L.F.	36" Class III R.C. Pipe, Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot Fifty Eight _____ Dollars & Thirty Four _____ Cents	\$ 58.34	\$ 2,333.60
7.	38	L.F.	33" Class III R.C. Pipe, Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot Fifty Two _____ Dollars & Fourteen _____ Cents	\$ 52.14	\$ 1,981.32
8.	613	L.F.	30" Class III R.C. Pipe, Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot Forty Five _____ Dollars & Ninety _____ Cents	\$ 45.90	\$ 28,136.70
9.	345	L.F.	27" Class III R.C. Pipe, Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot Forty One _____ Dollars & One _____ Cents	\$ 41.01	\$ 14,148.45
10.	24	L.F.	21" Class III R.C. Pipe, Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot Thirty Three _____ Dollars & One _____ Cents	\$ 33.01	\$ 792.24
11.	1,842	L.F.	Trench Safety (Storm Drain), Complete in Place for the Sum of, Per Linear Foot No _____ Dollars & Twenty _____ Cents	\$ 0.20	\$ 368.40

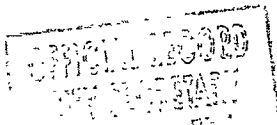
Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C – Storm Drain System					
12.	2	Ea.	STD 10' Standard Curb Inlet, Complete in Place for the Sum of, Per Each <u>Two Thousand Four Hundred</u> <u>Fifty</u> Dollars & <u>No</u> Cents	\$ 2,450.00	\$ 4,900.00
13.	4	Ea.	STD 15' Standard Curb Inlet, Complete in Place for the Sum of, Per Each <u>Three Thousand</u> <u>Fifty</u> Dollars & <u>No</u> Cents	\$ 3,050.00	\$ 12,200.00
14.	1	Ea.	STD 20' Standard Curb Inlet, Complete in Place for the Sum of, Per Each <u>Four Thousand</u> Dollars & <u>No</u> Cents	\$ 4,000.00	\$ 4,000.00
15.	1	Ea.	4'x 4' Drop Inlet, Complete in Place for the Sum of, Per Each <u>Two Thousand</u> <u>Two Hundred</u> Dollars & <u>No</u> Cents	\$ 2,200.00	\$ 2,200.00
16.	2	Ea.	4' Square Manhole, Complete in Place for the Sum of, Per Each <u>Three Thousand</u> <u>Six Hundred</u> Dollars & <u>No</u> Cents	\$ 3,600.00	\$ 7,200.00
17.	1	Ea.	Junction Box, Complete in Place for the Sum of, Per Each <u>Three Thousand</u> <u>Nine Hundred</u> Dollars & <u>No</u> Cents	\$ 3,900.00	\$ 3,900.00

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C - Storm Drain System					
18.	1	Ea.	4' Diameter Manhole Riser w/Steps, Complete in Place for the Sum of, Per Each One Thousand Six Hundred _____ Fifty _____ Dollars & No _____ Cents	\$ 1,650.00	\$ 1,650.00
19.	1	Ea.	7'X 4' SBC STD. Sloping Headwall, Complete in Place for the Sum of, Per Each Two Thousand One Hundred _____ Fifty _____ Dollars & No _____ Cents	\$ 2,150.00	\$ 2,150.00
20.	1	Ea.	3'X 3' SBC STD. Sloping Headwall, Complete in Place for the Sum of, Per Each One Thousand Nine Hundred _____ Fifty _____ Dollars & No _____ Cents	\$ 1,950.00	\$ 1,950.00
21.	2	Ea.	Parallel Wingwall 6-8'x 4' MBC, Complete in Place for the Sum of, Per Each Sixteen Thousand Four Hundred _____ Fifty _____ Dollars & No _____ Cents	\$ 16,450.00	\$ 32,900.00
22.	276	L.F.	Pedestrian Handrail, Complete in Place for the Sum of, Per Each Fifty Five _____ Dollars & Sixty Four _____ Cents	\$ 55.64	\$ 15,356.64
23.	2,320	S.Y.	Rock Rubble Rip Rap (24" Depth), Complete in Place for the Sum of, Per Square Yard Forty Five _____ Dollars & No _____ Cents	\$ 45.00	104,400.00

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C – Storm Drain System					
24.	26	S.Y.	Rock Rubble Rip Rap (18" Depth), Complete in Place for the Sum of, Per Square Yard Forty _____ Dollars & No _____ Cents	\$ 40.00	\$ 1,040.00
25.	1	L.S.	Storm Water Management (Maintenance of Construction Entrance/Exit and Silt Barriers and Installation of Stage One and Stage Two Inlet Protectors)*, Per Lump Sum Two Hundred Fifty _____ Dollars & No _____ Cents	\$ 250.00	\$ 250.00
Total Amount Bid Unit C - Storm Drain System				\$ 410,638.75	



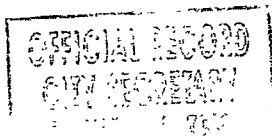
Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C1 – Storm Drain System Sendera Ranch Blvd					
1.	153	L.F.	6-9' X 5' MBC, Complete in Place for the Sum of, Per Linear Foot One Thousand _____ Six Hundred _____ Dollars & No _____ Cents	\$ 1,600.00	\$ 244,800.00
2.	61	L.F.	4' X 3' SBC, Complete in Place for the Sum of, Per Linear Foot One Hundred Twenty One _____ Dollars & Six _____ Cents	\$ 121.06	\$ 7,384.66
3.	296	L.F.	24" Class III R.C. Pipe Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot Thirty Six _____ Dollars & Fifty Two _____ Cents	\$ 36.52	\$ 10,809.92
4.	12	L.F.	21" Class III R.C. Pipe Including Trench Excavation and Backfill, Complete in Place for the Sum of, Per Linear Foot Thirty Three _____ Dollars & One _____ Cents	\$ 33.01	\$ 396.12
5.	522	L.F.	Trench Safety (Storm Drain), Complete in Place for the Sum of, Per Linear Foot No _____ Dollars & Twenty _____ Cents	\$ 0.20	\$ 104.40



Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C1 – Storm Drain System Sendera Ranch Blvd					
6.	4	Ea.	Standard 10' Recessed Curb Inlet, Complete in Place for the Sum of, Per Each <u>One Thousand</u> <u>Seven Hundred</u> Dollars & <u>No</u> Cents	\$ 1,700.00	\$ 6,800.00
7.	1	Ea.	4'x 3' RCP Standard Sloping Headwall, Complete in Place for the Sum of, Per Each <u>Two Thousand Four Hundred</u> <u>Fifty</u> Dollars & <u>No</u> Cents	\$ 2,450.00	\$ 2,450.00
8.	2	Ea.	Parallel Wingwall 6-9'x 5' MBC*, Complete in Place for the Sum of, Per Each <u>Nineteen Thousand Seven Hundred</u> <u>Fifty</u> Dollars & <u>No</u> Cents	\$ 19,750.00	\$ 39,500.00
9.	2	Ea.	24" Sloping Headwall, Complete in Place for the Sum of, Per Each <u>One Thousand</u> <u>One Hundred</u> Dollars & <u>No</u> Cents	\$ 1,100.00	\$ 2,200.00
10.	248	L.F.	Pedestrian Handrail, Complete in Place for the Sum of, Per Each <u>Fifty Five</u> Dollars & <u>Sixty Four</u> Cents	\$ 55.64	\$ 13,798.72
11.	549	S.Y.	Rock Rubble Rip Rap (36" Depth), Complete in Place for the Sum of, Per Square Yard <u>Fifty Five</u> Dollars & <u>No</u> Cents	\$ 55.00	\$ 30,195.00

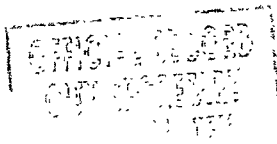
OFFICIAL RECORD
 CITY SECRETARY
 EL PASO, TEX.

Item No.	Approx Quantity	Unit Measurement	Item Description "D" Item reference	Unit Price	Total Amount
Unit C1 – Storm Drain System Sendera Ranch Blvd					
12.	25	S.Y.	Rock Rubble Rip Rap (24" Depth), Complete in Place for the Sum of, Per Square Yard Forty Five _____ Dollars & No _____ Cents	\$ 45.00	\$ 1,125.00
13.	2,658	S.Y.	Rock Rubble Rip Rap (18" Depth), Complete in Place for the Sum of, Per Square Yard Forty _____ Dollars & No _____ Cents	\$ 40.00	\$ 106,320.00
14.	1	Ea.	Remove & Dispose of Existing Wingwalls, Complete in Place for the Sum of, Per Each Five Hundred _____ Dollars & No _____ Cents	\$ 500.00	\$ 500.00
15.	1	L.S.	Storm Water Management (Maintenance of Construction Entrance/Exit and Silt Barriers and Installation of Stage One and Stage Two Inlet Protectors)*, Per Lump Sum Two Hundred Fifty _____ Dollars & No _____ Cents	\$ 250.00	\$ 250.00
Total Amount Bid Unit C1 – Storm Drain System Sendera Ranch Blvd.				\$ 466,633.82	



SUMMARY

TOTAL AMOUNT BID WATER UNIT A	\$ 185,455.58
TOTAL AMOUNT BID WATER UNIT A1	\$ 158,247.21
TOTAL AMOUNT BID SEWER UNIT B	\$ 283,427.73
TOTAL AMOUNT BID SEWER UNIT B1	\$ 113,034.77
TOTAL AMOUNT BID STORM DRAIN UNIT C	\$ 410,638.75
TOTAL AMOUNT BID STORM DRAIN UNIT C1	\$ 466,633.82
PAYMENT & PERFORMANCE WITH 2 YEAR 100% MAINTENANCE BOND	\$ 27,930.00
GRAND TOTAL AMOUNT BID	
	\$ 1,645,367.86



PART B - PROPOSAL (Cont.)

After acceptance of this Proposal, the undersigned will execute the formal contract and will deliver an approved Surety Bond and such other bonds as required by the Contract Documents, for the faithful performance of the Contract. The attached bid security, if required is to become the property of the Developer.

The undersigned bidder certified that he has obtained at least one set of the General Contract Documents and General Specifications for Water Department Projects dated January 1, 1978, and that he has read and thoroughly understands all the requirements and conditions of those General Documents and the specific Contract Documents and appurtenant plans.

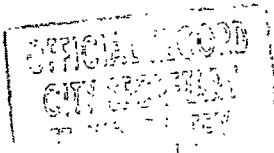
The successful bidder shall be required to perform the work in accord with the following publications, both of which are incorporated herein and made a part hereof for all purposes:

- 1. The General Contract Documents and General Specifications for Water Department Projects dated January 1, 1978, which may be purchased from the Water Department.**
- 2. The Standard Specifications for Street and Storm Drain Construction which may be purchased from the Department of Transportation & Public Works.**

The undersigned assures that its employees and applicants for employment and those of any labor organization, subcontractors, or employment agency in either furnishing or referring employee applicants to the undersigned are not discriminated against as prohibited by the terms of City Ordinance No. 7278 as amended by City Ordinance No. 7400.

The Bidder agrees to begin construction within ten (10) calendar days after issue of the work order, and to complete the contract within thirty-five (35) working days after beginning

I (we) acknowledge receipt of the following addenda to the plans and specifications, all of the provisions and requirements of which have been taken into consideration on preparation of the foregoing bid:



Addendum No. 1 (Initials) _____

Addendum No. 3 (Initials) _____

Addendum No. 2 (Initials) _____

Addendum No. 4 (Initials) _____

Respectfully submitted,

C.W. Young

By:

Joe Winchester

Title:

ESTIMATION

Address

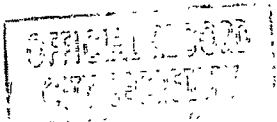
210 South Sixth Street

Mansfield, Texas 76063

Telephone: 817.477.1414

(Seal)

Date: _____



COMMUNITY FACILITIES AGREEMENT

THE STATE OF TEXAS § City Secretary
COUNTY OF TARRANT § Contract No. 30049

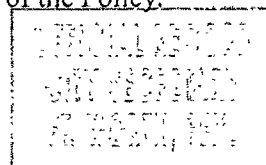
WHEREAS, **Scott Communities Developers Limited Partnership**, hereinafter called “Developer”, desires to make certain improvements to **Lago Vista, Phase IIIB at Bonds Ranch**, an addition to the City of Fort Worth, Texas; and

WHEREAS, the said Developer has requested the City of Fort Worth, a municipal corporation of Tarrant and Denton Counties, Texas, hereinafter called “City”, to do certain work in connection with said improvements.

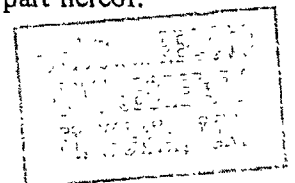
NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That said Developer, acting herein by and through **Scott Communities, L.L.C.**, its duly authorized **General Partner**, and **Jesse Flores**, its **Managing Member**, and the City, acting herein by and through Marc Ott, its duly authorized Assistant City Manager, for and in consideration of the covenants and conditions contained herein, do hereby agree as follows:

- I. General Requirements
 - A. The Policy for the Installation of Community Facilities (“Policy”) dated March 2001, approved by the City Council of the City of Fort Worth, is hereby incorporated into this Community Facilities Contract as if copy herein verbatim. Developer agrees to comply with all provisions of said Policy in the performance of its duties and obligations hereunder.
 - B. The requirements of the Policy shall govern this Community Facilities Agreement, provided, however, that any conflict between the terms of this Community Facilities Agreement and the Policy shall be resolved in favor of this Agreement.
 - C. Developer shall provide financial security in conformance with paragraph 6, Section II, of the Policy.
 - D. The Developer shall award all contracts for the construction of community facilities in accordance with Section II, paragraph 7 of the Policy.
 - E. The contracts for the construction of the public infrastructure shall be administered in conformance with paragraph 8, Section II, of the Policy.



- F. The Developer further covenants and agrees to, and by these presents does hereby, fully indemnify, hold harmless and defend the City, its officers, agents and employees from all suits, actions or claims of any character, whether real or asserted, brought for or on account of any injuries or damages sustained by any persons (including death) or to any property, resulting from or in connection with the construction, design, performance or completion of any work to be performed by said Developer, his contractors, subcontractors, officers, agents or employees, or in consequence of any failure to properly safeguard the work, or on account of any act, intentional or otherwise, neglect or misconduct of said DEVELOPER, his contractors, sub-contractors, officers, agents or employees, whether or not such injuries, death or damages are caused, in whole or in part, by the alleged negligence of the City of Fort Worth, its officers, servants, or employees.
- G. Developer shall install or adjust all of the required utilities to serve the development or to construct the improvements required herein.
- H. In the event that City participation exceeds \$25,000, Developer agrees that no street construction or storm drainage will begin prior to City Council approval of this Community Facilities Agreement. (Article 104.100, Ordinance 7234).
- I. 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).
- J. Developer hereby releases and agrees to indemnify and hold the City harmless for any inadequacies in the preliminary plans, specifications and cost estimates supplied by the Developer for this contract.
- K. 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.
- L. 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.

II. Street and Storm Drain Facilities

- A. The Developer(s) agree to install or to cause to have installed, the street, 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 to **\$770,164.03**.

<u>Item</u>	<i>Developer Cost</i>	<u>City Cost</u>	<u>Total Cost</u>
A. Construction			
1. Streets	\$ 482,220.18	\$ -	\$ 482,220.18
2. Storm Drainage	\$ 235,097.50	\$ -	\$ 235,097.50
3. Street Lights	\$ 8,800.00	\$ 28,700.00	\$ 37,500.00
4. Street Name Signs	\$ -	\$ 1,000.00	\$ 1,000.00
B. Engineering Design	\$ -	\$ -	\$ -
C. Construction Engineering and Management by DOE (2%)	\$ 14,346.35	(*)	\$ 14,346.35
	\$ 740,464.03	\$ 29,700.00	\$ 770,164.03

Notes:

1. All Preliminary Plats filed after July 2000, will require sidewalks on all streets. Sidewalk cost is included under street cost. The developer is responsible for installation of sidewalk. A separate sidewalk bond of **\$173,745.00** is provided.
2. Developer’s column for Item C represents two percent (2%) cost for construction inspection fees and materials testing less 10% for contingency cost.
 (*) Represents City participation for construction fees based on actual cost.
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 6th day of July, 2005.

Approval Recommended:

NO M&C REQUIRED

Transportation and Public Works
Department

RS RSE
Robert Goode, P. E.
Director

ATTEST:

Marty Hendrix
Marty Hendrix
City Secretary

City Of Fort Worth

By: Marc Ott
Marc Ott
Assistant City Manager

Approved as to Form:

Gregory Ramirez
Assistant City Attorney

ATTEST:

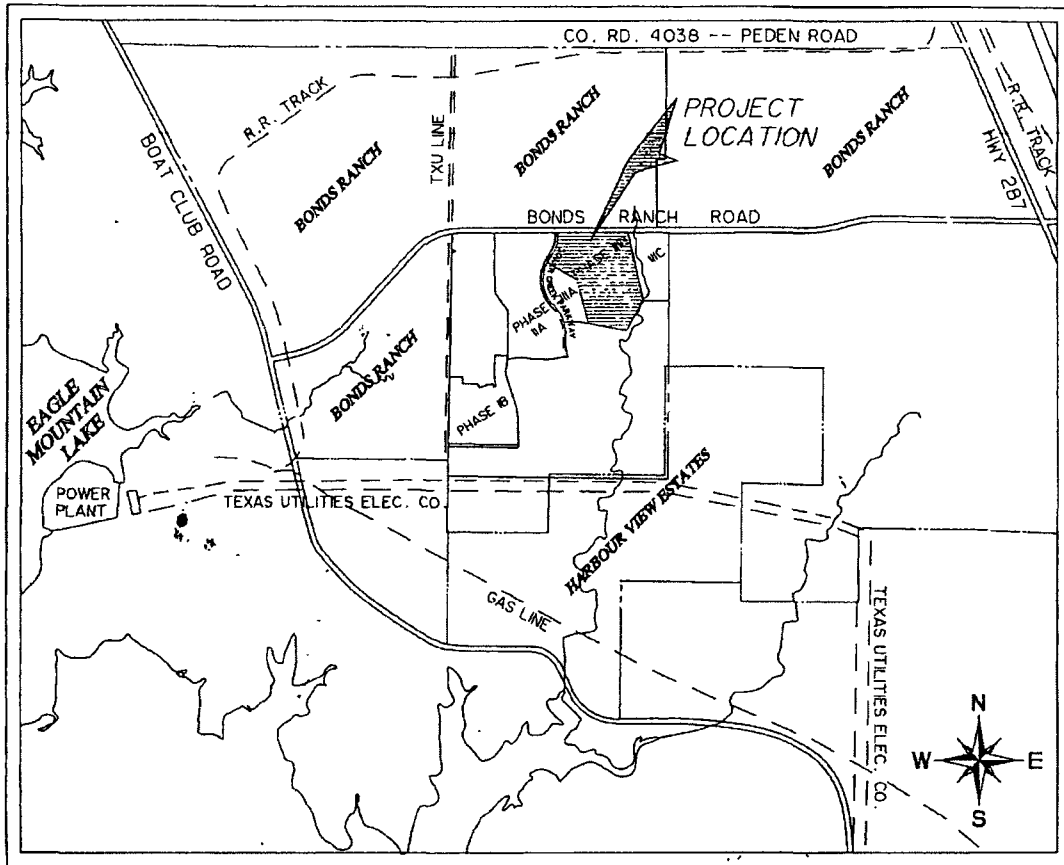
EE EE
Corporate Secretary

DEVELOPER
Scott Communities Developer
Limited Partnership

By: Scott Communities, L.L.C.
Its General Partner

By: Jesse Flores
Jesse Flores, Managing Member





VICINITY MAP
NTS
PAVING, DRAINAGE, WATER, & SANITARY SEWER
CONSTRUCTION PLANS
FOR
LAGO VISTA, PHASE IIIB
AT BONDS RANCH
LOCATED IN
CITY OF FORT WORTH, TEXAS

OWNED/DEVELOPED BY:
SCOTT HOMES
2151 East Broadway Road, Suite 210
Tempe, AZ 85282
(480) 446-8800

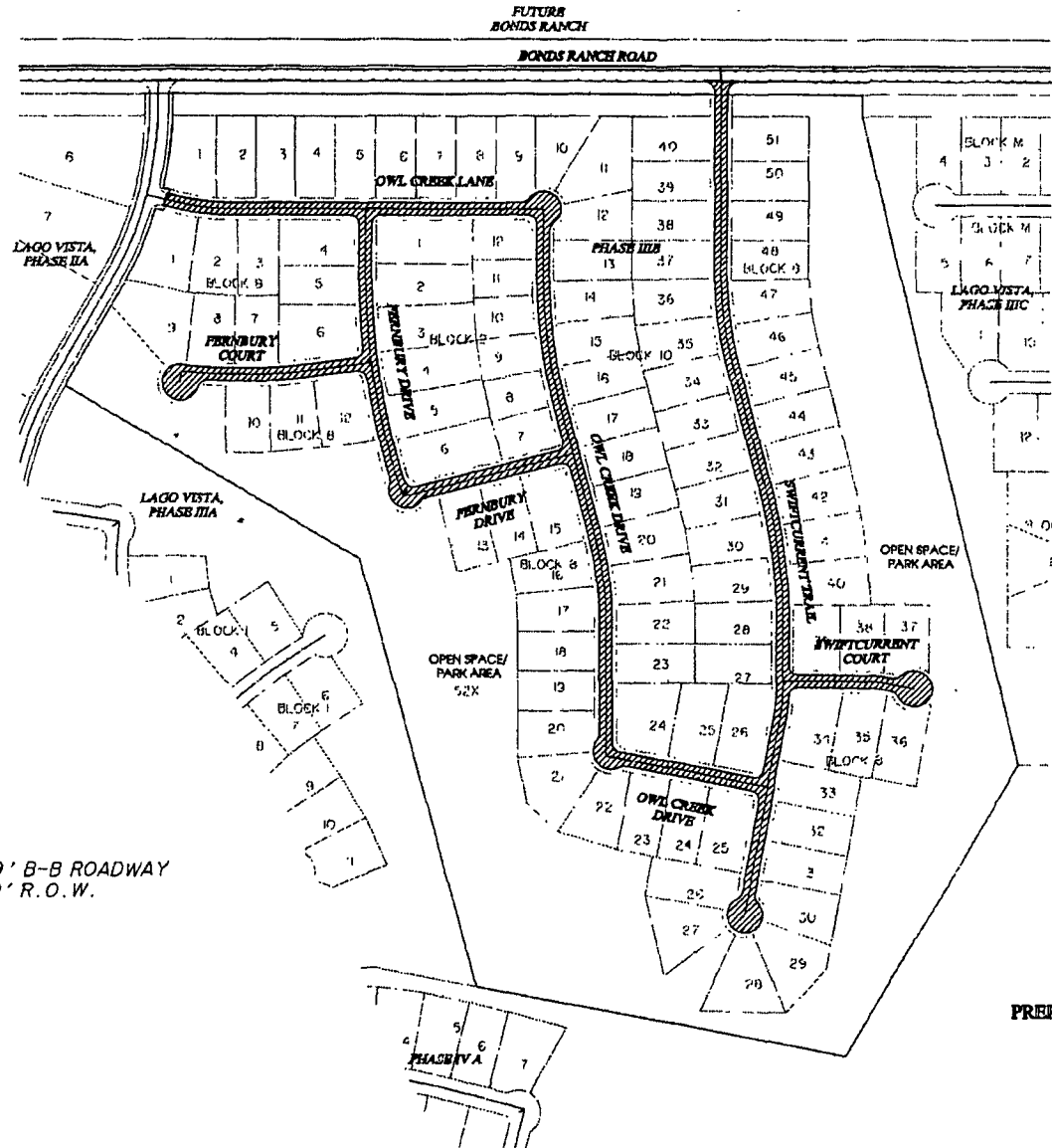
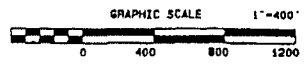
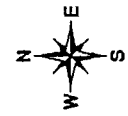
PREPARED BY:
**GOODWIN
MARSHALL**
CIVIL ENGINEERS - PLANNERS - SURVEYORS
6001 Bridge Street, Suite 100, Fort Worth, Texas 76116
Metro (817) 429-4873

JUNE, 2003

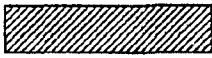
LAGO VISTA, PHASE III B

STREETS

EXHIBIT "B"



LEGEND



PROPOSED 29' B-B ROADWAY
w/ 50' R.O.W.

OWNED/DEVELOPED BY:

SCOTT HOMES
2151 East Broadway Road, Suite 210
Tampa, AZ 85282
(480) 446-8800

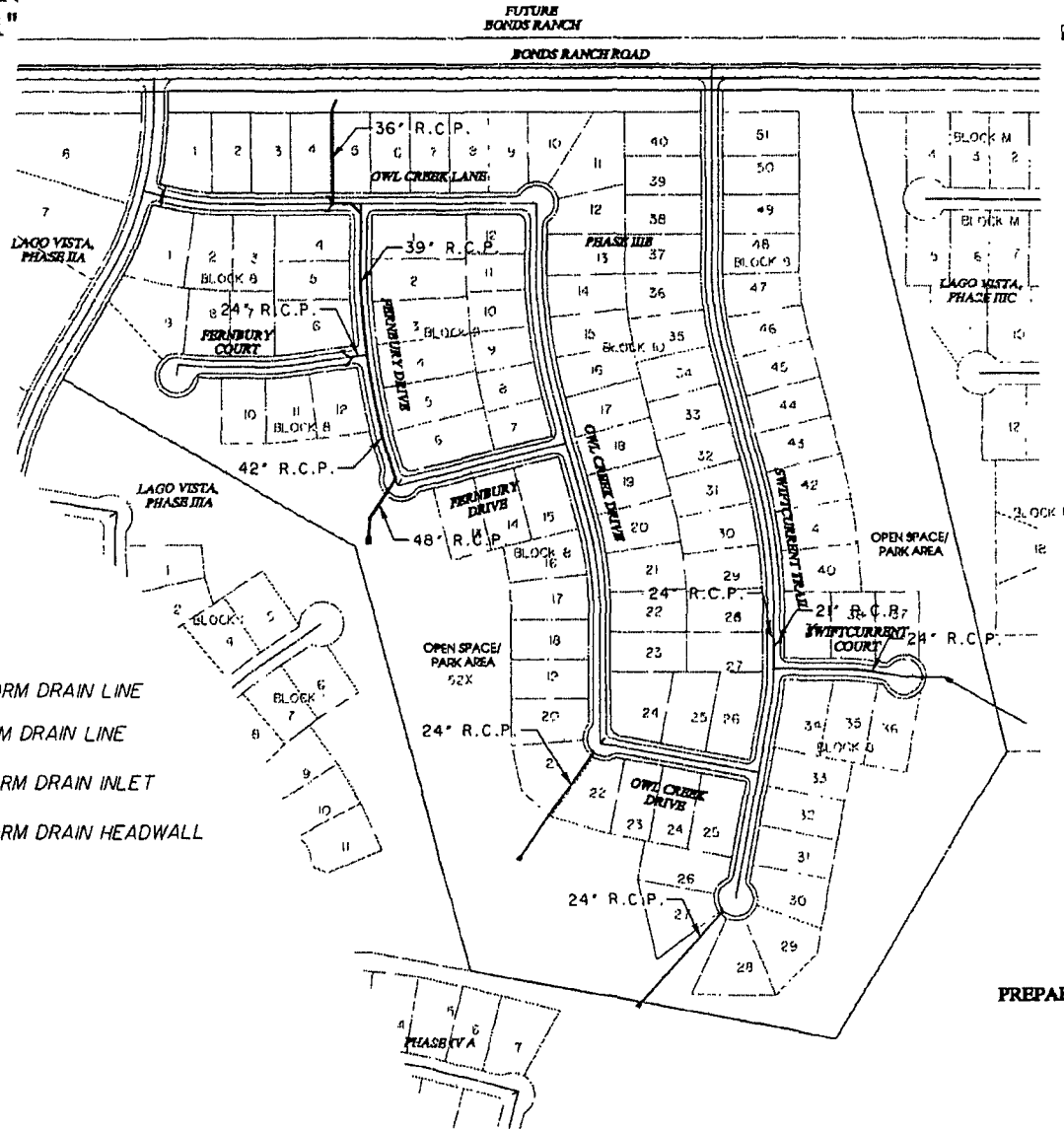
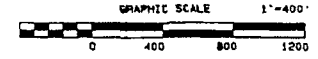
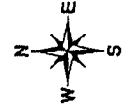
PREPARED BY:

GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
6001 Bridge Street, Suite 100, Fort Worth Texas 76112
Metro (817) 428-4578

CCN Area 2
 Contract No. 32042
 Offsite Sanitary Sewer Lines A & B at Bonds Ranch (1)

LAGO VISTA, PHASE IIIB

STORM DRAIN EXHIBIT "B-1"



LEGEND

- PROPOSED STORM DRAIN LINE
- EXISTING STORM DRAIN LINE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN HEADWALL

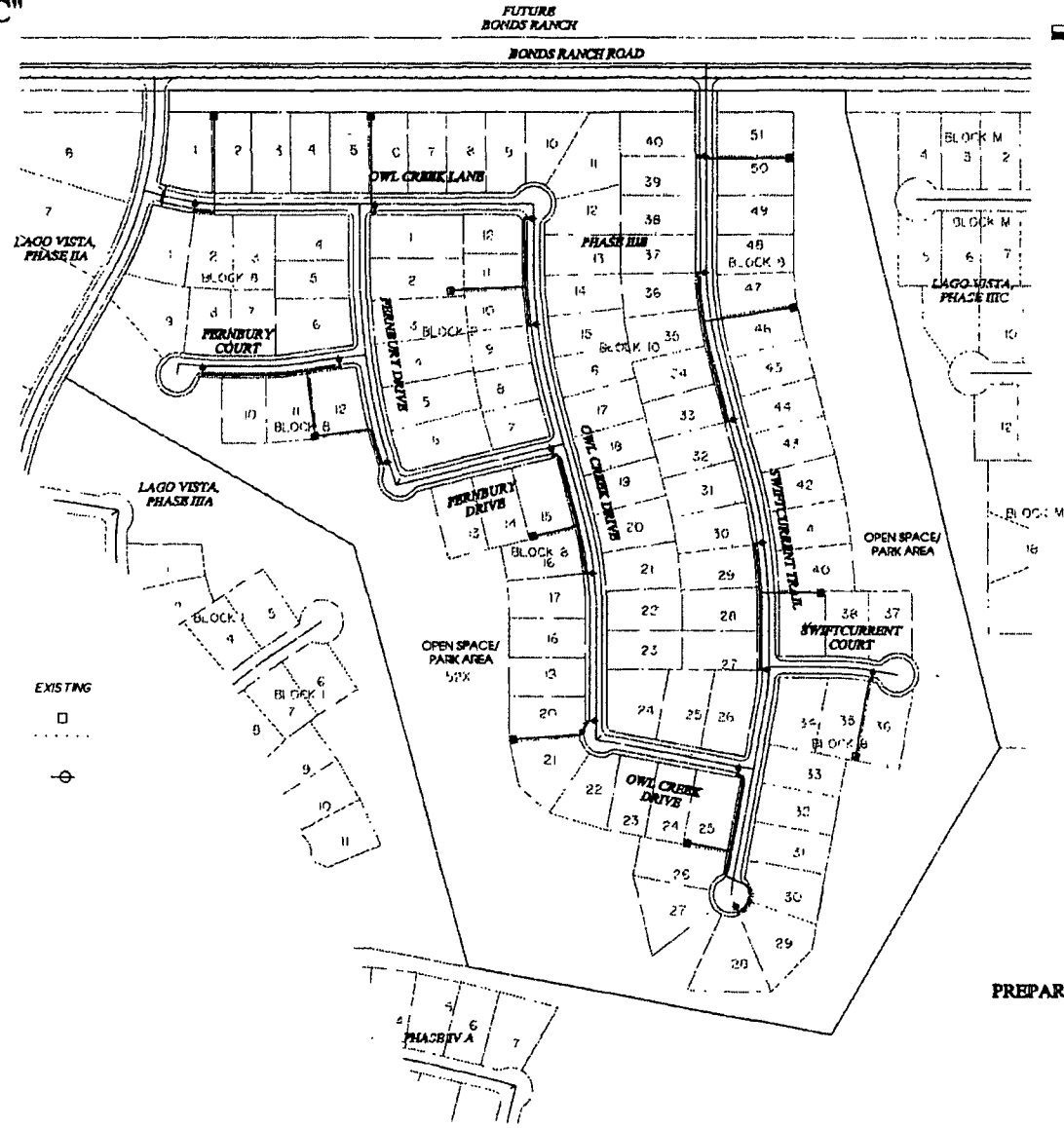
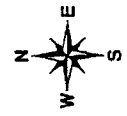
OWNED/DEVELOPED BY:
SCOTT HOMES
2151 East Broadway Road, Suite 210
Tampa, AZ 33282
(480) 446-8800

PREPARED BY:
**GOODWIN
MARSHALL & ASSOCIATES**
CIVIL ENGINEERS - PLANNERS - SURVEYORS
8001 Bridge Street, Suite 100, Fort Worth Texas 76112
Metro (817) 429-4373

CCN Area 2
 Contract No. 32042
 Offsite Sanitary Sewer Lines A & B at Bonds Ranch (1)

LAGO VISTA, PHASE III B

STREET LIGHTS EXHIBIT "C"



LEGEND

Pull Box
PVC Conduit
Pole Assembly
100w HPS

PROPOSED



EXISTING



OWNED/DEVELOPED BY:

SCOTT HOMES

2151 East Broadway Road, Suite 210
Tempe, AZ 85282
(480) 446-8800

PREPARED BY:

**GOODWIN
MARSHALL &**

CIVIL ENGINEERS - PLANNERS - SURVEYORS
6001 Bridge Street, Suite 100, Fort Worth, Texas 76112
Metro (817) 428-4373

CCN Area 2
Contract No. 32042
Offsite Sanitary Sewer Lines A & B at Bonds Ranch (1)

ENGINEER'S OPINION OF PROBABLE COST

Date: 07/14/2003 **Project:** Lago Vista, Phase IIIB at Bonds Ranch **Client:** Scott Homes

Job No: 10005 **Location:** Fort Worth, Texas **Page:** 1 of 3

ITEM	UNIT	TOTAL
No.	DESCRIPTION	PRICE

On-Site Paving Facilities

1.	6" Concrete Pavement	S.Y.	21,704	\$17.10	\$371,138.40
2.	Lime Treated Subgrade	S.Y.	22,404	\$1.35	\$30,245.40
3.	Hydrated Lime	Tons	336.0	\$85.00	\$28,560.00
4.	Connect to Existing	L.F.	110	\$15.00	\$1,650.00
5.	4' Sidewalk	L.F.	655	\$11.40	\$7,467.00
	10% Contingency				\$43,159.38
	Paving Subtotal				\$482,220.18

Home Builder Sidewalks

1.	4' Sidewalk	L.F.	11,700	\$13.50	\$157,950.00
	10% Contingency				\$15,795.00
	Subtotal				\$173,745.00

*To be bonded seperately

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor material or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed herein.

ENGINEER'S OPINION OF PROBABLE COST

Date: 07/14/2003 **Project:** Lago Vista, Phase IIIB at Bonds Ranch **Client:** Scott Homes

Job No: 10005 **Location:** Fort Worth, Texas **Page:** 2 of 3

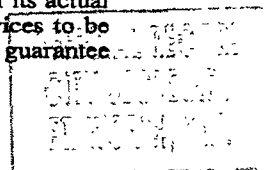
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
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Storm Drain Facilities

1.	21" R.C.P.	L.F.	136	\$45.00	\$6,120.00
2.	24" R.C.P.	L.F.	1,057	\$49.00	\$51,793.00
3.	36" R.C.P.	L.F.	240	\$72.00	\$17,280.00
4.	39" R.C.P.	L.F.	398	\$87.00	\$34,626.00
5.	42" R.C.P.	L.F.	325	\$92.00	\$29,900.00
6.	48" R.C.P.	L.F.	118	\$107.00	\$12,626.00
7.	24" Sloped-End Headwall	Ea.	3	\$1,200.00	\$3,600.00
8.	48" Sloped-End Headwall	Ea.	1	\$2,350.00	\$2,350.00
9.	10' Inlet	Ea.	8	\$2,500.00	\$20,000.00
10.	15' Inlet	Ea.	1	\$2,800.00	\$2,800.00
11.	5' x 5' Storm Drain Manhole	Ea.	1	\$6,300.00	\$6,300.00
12.	4' x 4' Storm Drain Manhole	Ea.	1	\$2,200.00	\$2,200.00
13.	Modified Storm Drain Manhole	Ea.	1	\$4,300.00	\$4,300.00
14.	10' Inlet w/ Junction Box	Ea.	1	\$4,700.00	\$4,700.00
15.	6' x 9' Junction Box	Ea.	1	\$4,300.00	\$4,300.00
16.	18" Thick Gabion Mattress	S.Y.	32	\$125.00	\$4,000.00
17.	12" Thick Gabion Mattress	S.Y.	18	\$110.00	\$1,980.00
18.	Trench Safety	L.F.	2,274	\$1.00	\$2,274.00
19.	Earth Channel	L.F.	184	\$14.00	\$2,576.00

10% Contingency **\$21,372.50**
Sanitary Sewer Subtotal **\$235,097.50**

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor material or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed herein.



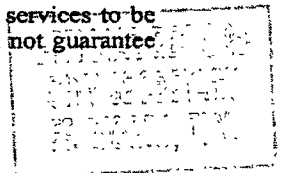
ENGINEER'S OPINION OF PROBABLE COST

Date: 07/14/2003 **Project:** Lago Vista, Phase IIIB at Bonds Ranch **Client:** Scott Homes

Job No: 10005 **Location:** Fort Worth, Texas **Page:** 3 of 3

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
City Fees					
1.	Street Signs	Ea.	10	\$100.00	\$1,000.00
2.	Street Lights	Ea.	18	\$1,500.00	\$27,000.00
City Fees Subtotal					\$28,000.00

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgement as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor material or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed herein.



I. STREET LIGHT COST ESTIMATE

	QUANTITY	UNIT COST	TOTAL COST
INTERSECTIONS	8 EA	\$ 2,000	\$00,000.00
MID-BLOCK RESIDENTIAL	11 EA	\$ 2,000	\$8,000.00
CHANGE OF DIRECTION RESIDENTIAL	6 EA	\$ 2,000	\$00,000.00
MID-BLOCK COLLECTOR	0 EA	\$ 2,000	\$0,000.00
MID-BLOCK ARTERIAL PARKWAY	0 EA	\$ 2,500	\$0,000.00
MID-BLOCK ARTERIAL MEDIAN	0 EA	\$ 2,500	\$0,000.00
RELOCATE EXISTING LIGHT	0 EA	\$ 1,500	\$0,000.00

City's Cost	\$28,700.00
Developer's Subtotal	\$8,000.00
10% Contingencies	\$800.00
Project Total	\$8,800.00
Adjacent Developer's Cost	\$0,000.00
Developer's Cost	\$8,800.00
2% Inspection Fee	\$0,000.00

CFA CODE #2004010

(REVISED 04/26/2005)

DEVELOPER'S COST: \$8,800.00
FOR FOUR (4) ADDITIONAL MID BLOCK LIGHTS

LAGO VISTA @ BONDS RANCH, PHASE III-B
April 22, 2004
Fort Worth, Texas

April 26, 2005

PAGE I OF Exhibit C

II. STREET LIGHTS WORK DESCRIPTION:

1. The Developer shall provide for the installation of streetlights at the approximate locations shown in Exhibit "C", immediately after final acceptance of the street construction, in accordance with engineering plans and specifications approved by the Transportation and Public Works Department.
2. Streetlights on residential and /or collector streets can be installed using overhead or underground conductors with the approval of the Director of Transportation and Public Works.
3. The City will install all the streetlights that use overhead or underground conductors on residential, and collector streets. the developer agrees to pay the city the amount shown below prior to the City starting it's design efforts.
4. Streetlights on arterial streets shall be installed with underground conduit and conductors.
5. The Developer agrees to dedicate all easements required for the installation and maintenance of the street lights and to provide for the installation of any electrical transformers required for the proper operation of the street lights
6. The estimated cost of this street light installation is detailed on page 1 of exhibit C and is summarized below, the street lights will remain the property of, and will be maintained by the City of Fort Worth.

DEVELOPER'S COST: \$8,800.00

LAGO VISTA @ BONDS RANCH, PHASE III-B

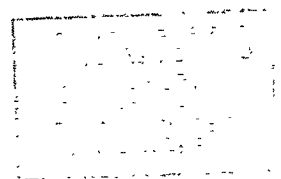
April 22, 2004

FORT WORTH, TEXAS

CFA CODE 2004010

(REVISED 04/26/2005)

Page II of Exhibit C



III

"STREETLIGHTS"

INTERSECTIONS

SWIFT CURRENT TRL & BONDS RANCH RD	1
SWIFT CURRENT TRL & SWIFT CURRENT CT	1
SWIFT CURRENT TRL & OWL CREEK DR	1
BONDS RANCH RD & STREET A	1
FERNBURY DR & FERNBURY CT	1
FERNBURY DR & OWL CREEK LN	1
FERNBURY DR & OWL CREEK DR	1
OWL CREEK LN & STREET A	1

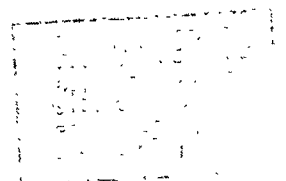
MID-BLOCK

SWIFT CURRENT TRL	4
OWL CREEK DR	3
OWL CREEK LN	2
FERNBURY CT	1
FERNBURY DR	1

CHANGE OF DIRECTIONS

SWIFT CURRENT CT	1
SWIFT CURRENT TRL	1
OWL CREEK DR	1
OWL CREEK LN	1
FERNBURY CT	1
FERNBURY DR	1

LAGO VISTA RANCH, PHASE III-B



IV
STREET NAME SIGNS

1. The City of Fort Worth will install the street name signs upon final approval of the street construction. The street name signs will remain the property of, and will be maintained by, the City of Fort Worth.
2. The Developer will pay for the street name sign installations required for this development to the extent of \$100.00 per intersection. This unit cost will be revised annually by the Department of Transportation and Public Works to reflect prevailing costs of materials and labor.

This development creates the following ten (10) intersections at a cost to the Developer of \$1,000.00:

Swiftcurrent Tr & Bonds Ranch Rd
Swiftcurrent Tr & Swiftcurrent Ct
Swiftcurrent Tr & Owl Creek Dr
Owl Creek Dr & Owl Creek Dr (depending on blk #s may not be needed)
Owl Creek Dr & Fernbury Dr
Owl Creek Dr & Owl Creek Lane
Fernbury Dr & Fernbury Dr (depending on blk #s may not be needed)
Fernbury Dr & Fernbury Ct
Fernbury Dr & Owl Creek Lane
(unnamed Street) & Owl Creek Lane

Lago Vista at Bonds Ranch Phase 3B
CFA code: 2004010

Date: April 22, 2004

City of Fort Worth, Texas
Mayor and Council Communication

COUNCIL ACTION: Approved on 5/24/2005

DATE: Tuesday, May 24, 2005
LOG NAME: 20LAGOVISTAPH3B

REFERENCE NO.: C-20760

SUBJECT:

Authorize Execution of a Community Facilities Agreement with Scott Communities Developers Limited Partnership for Lago Vista Phase III B on Bonds Ranch Road

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a Community Facilities Agreement with Scott Communities Developers Limited Partnership, for the installation of community facilities for Lago Vista Phase III B on Bonds Ranch Road.

DISCUSSION:

On April 22, 2003, (M&C G-13956), the City Council approved funds in the amount of \$3.28 million to be moved from the Special Assessments Fund to supplement the 1998 Capital Improvement Program new development funds.

This project was included in the list of the 83 projects submitted to the City prior to July 29, 2003, when the City Council placed a moratorium on City participation in community facilities agreements for street, storm drain, street lights and street name signs facilities.

The Developer, Scott Communities Developers Limited Partnership, by Scott Communities, L.L.C., its General Partner, has executed a proposed contract for community facilities to construct public improvements to serve Lago Vista Phase III B, a 105 lot single-family development. It is located in north Fort Worth, north of Boat Club Road, south of Bonds' Ranch Road, east of Boat Club Road and west of Business Highway 287 (See attached vicinity map). The developer is responsible for six interior streets and associated storm drain improvements. There will be City participation for street lights and street name signs.

There will be twenty-five street lights installed. The developer is responsible for the cost of the installation of underground conduit and pole bases. Transportation and Public Works Department (TPW) is participating in the wiring and street light fixtures and ten intersections where street name signs will be installed.

PLAN COMMISSION APPROVAL – On July 25, 2001, the Plan Commission approved the preliminary plat (PP-01-018). The final plat (FP-002-136) has been filed for record on April 15, 2005.

This Community Facilities Agreement is in compliance with the City's Policy for the Installation of Community Facilities.

The estimated cost of the community facilities is as follows and subject to the actual bid price.

<u>ESTIMATED COST</u>	<u>DEVELOPER</u>	<u>TPW</u>	<u>TOTAL</u>
Street Improvements	\$482,220.18	\$0.00	\$482,220.18
Design Engineering	N/A	\$0.00	\$0.00
Construction Inspection Fees	\$9,644.40	(*)	\$9,644.40
Storm Improvements	\$235,097.50	\$0.00	\$235,097.50
Design Engineering	N/A	\$0.00	\$0.00
Construction Inspection Fees	\$4,701.95	(*)	\$4,701.95
Street Lights	\$8,800.00	\$28,700.00	\$37,500.00
<u>Street Name Signs</u>	<u>\$0.00</u>	<u>\$1,000.00</u>	<u>\$1,000.00</u>
TOTAL	\$740,464.03	\$29,700.00	\$770,164.03

This project is located in COUNCIL DISTRICT 7.

FISCAL INFORMATION/CERTIFICATION:

The Finance Director certifies that funds are available in the current Capital Budget, as appropriated, of the Street Improvements Fund.

TO Fund/Account/Centers

FROM Fund/Account/Centers

<u>C115 541200 020115136801</u>	<u>\$28,700.00</u>
<u>C115 541200 020115136802</u>	<u>\$1,000.00</u>

<u>Submitted for City Manager's Office by:</u>	Marc Ott (8476)
<u>Originating Department Head:</u>	Robert Goode (7804)
<u>Additional Information Contact:</u>	Christa Sharpe (8009)

CITY SECRETARY
CONTRACT NO. 36995

**AGREEMENT
BETWEEN THE CITY OF FORT WORTH
AND Tristar Land & Real Estate LLC
FOR BOND'S RANCH**

THIS AGREEMENT is made and entered into this the 27th day of February, 2008, by and between the **CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas located within Tarrant, Denton, Wise and Parker Counties, Texas (hereinafter referred to as "City") acting by and through its duly authorized Assistant City Manager, the entities hereinafter named on Exhibit "B" attached hereto and incorporated herein by reference (collectively, "Developer") and Bonds Ranch Investors, Ltd., a Texas limited partnership, Bonds Ranch Investors II, Ltd., a Texas limited partnership and Scott Communities Developers Limited Partnership, a Texas limited partnership (collectively, "Seller").

WHEREAS, on October 15, 2001, the City and Scott Communities Developers Limited Partnership entered into a developer's agreement (City Secretary Contract No. 27132, as approved by Mayor and Council Communication C-18801) to develop approximately (i) 656 acres of land and (ii) 1,567 acres of Option Land (as defined therein) (collectively, the "Land") as low density single family residential at an average density of no more than three residential units per acre with limited neighborhood-serving commercial uses per the terms of the agreement; which agreement is being restated by this document; and

WHEREAS, a portion of the Land is being sold to Developer, which Land is more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Project");

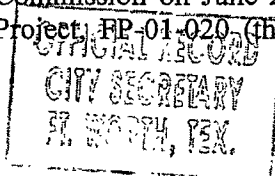
WHEREAS, the Seller and the City desire to continue the terms of City Secretary Contract No. 27132 with respect to the Land being retained by Seller, subject to amendment as set forth herein; and

WHEREAS, the Developer and the City desire to enter into this Agreement with respect to the Project.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City, Seller and Developer agree as follows:

1. PLATTING

(a) A revised concept plan for 2,223 acres (CCP-01-003) which is attached hereto as Exhibit "C," consisting of a portion of the property included in CP-99-003 (previously approved by the Plan Commission on June 23, 1999), was approved by the Plan Commission on July 25, 2001. A revised preliminary plat for Lago Vista at Bonds Ranch, PP-01-018, consisting of 772 dwelling units on 656 Acres was also approved by the Plan Commission on July 25, 2001. A portion (492 acres) of this revised preliminary plat was previously approved by the Plan Commission on June 23, 1999 as PP-99-035. A final plat for an 82.003 acre portion of the Project, PP-01-020 (the "Lago Vista Plat") has been approved and was filed in the Tarrant



03-10-08 P01:12 IN

03-17-08 A11:12 IN

County plat records on May 8, 2001. The final platted area is consistent with the previously approved preliminary plat (PP-99-035) and the revised preliminary plat (PP-01-018) approved by the Plan Commission on July 25, 2001.

(b) Pursuant to Chapter 212A of the Texas Local Government Code, Developer will make application from time to time for approval by the Plan Commission of one or more new preliminary subdivision plats (the "new plats") for portions of the Project, which shall be in reasonable and general conformance with the approved Concept Plan, or any amendments to such concept plan approved by the Plan Commission in the future (the "Concept Plan"). The new plats shall be submitted in accordance with Section 3(a).

(c) In connection with approval of all final plats pertaining to the Project, Developer agrees (and City staff will recommend) that City and Developer shall enter into one or more Community Facilities Agreements whereby Developer will make certain subdivision improvements consistent with the City's written policy for installation of community facilities, except as such policy may be modified by the terms hereof.

(d) All purchasers of any portion of the Project (as described in Exhibit "A") acquired by Developer shall be bound by the terms of this Agreement, pursuant to Section 8. Filing of a final plat for any part of the Project and approval of all new plats shall be conditioned on execution by Developer of an amendment to this Agreement reflecting a revised and more accurate description for the platted property, which amendment shall be filed by City in the Tarrant County property records.

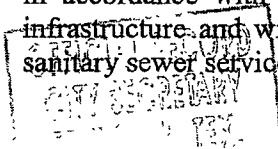
(e) All purchasers of any portion of the Land, (with respect to the remainder of the property owned by Seller) acquired by future developers shall be bound by the terms of this Agreement, pursuant to Section 8. Filing of a final plat for any remaining part of the Land and approval of all new plats shall be conditioned on execution by Seller of an amendment to this Agreement reflecting a revised and more accurate description for the platted property, which amendment shall be filed by City in the Tarrant County property records.

2. SUBDIVISION IMPROVEMENTS

(a) Prior to acceptance of dedication/maintenance of subdivision infrastructure by City on each portion of the Project, Developer, at its sole expense, will make on-site street, drainage, water and sanitary sewer improvements to such portion of the Project in accordance with Community Facilities Agreements executed by the parties.

(b) During the course of making the improvements, City will be granted access to the Project and will have the rights to inspect the work.

(c) Upon completion by Developer and City inspection and approval of the improvements for a portion of the Project, and upon the annexation of such portion of the Project in accordance with Section 3, City will accept public dedication and maintenance of such infrastructure and will then serve the residents of such portion of the Project with water and sanitary sewer service at standard City rates.



(d) Developer will meet the standard dedication requirements and development requirements for community and neighborhood park dedication applicable to developments within the City. If Developer exceeds dedication and/or development requirements for one or more phases of the Project, Developer may reduce the amount of land and funds it dedicates for the development of parks, as applicable, for subsequent phase(s), provided that the cumulative amounts of land dedicated for parks and funds paid for park development are in compliance with park policy applicable to developments in the City.

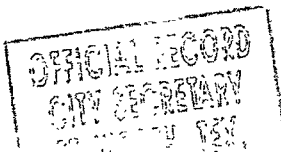
(e) Developer agrees that each portion of the Project shall be developed in accordance with the City of Fort Worth ordinances and development and construction standards existing at the time such portion of the Project is developed, unless otherwise provided by this Agreement, provided, however, nothing herein shall be deemed to modify or negate any vested or pre-annexation rights Developer may have with regard to the property that comprises the Project.

(f) The paving cross section detail shown on Exhibit "B" attached hereto and incorporated herein by reference shall be an allowable paving specification for all private streets within the Project which abut residential lots with a minimum lot size of one-half acre. All other residential subdivisions shall meet the City's standard paving construction specifications.

3. ANNEXATION AND ZONING

(a) At the time of filing a preliminary plat or prior to connection Developer's water or wastewater system for any portion of the Project to the City's water system, whichever comes first, Developer will petition for annexation of such portion of the Project by City pursuant to Chapter 43 of the Texas Local Government Code. The City will designate any additional property that may be required to be annexed to comply with Chapter 43 of the Local Government Code. Upon receipt of each such annexation petition, the City Council will schedule the required public hearings and will consider the annexation request. City staff will recommend approval of each proposed annexation, provided Developer is in compliance with all terms of this Agreement. Developer shall not commence construction of any enclosed, habitable commercial, industrial or residential building until the property on which the building is located has been annexed by the City.

(b) Notwithstanding anything to the contrary contained herein, in the event City fails to approve Developer's annexation petition for a portion of the Project within six (6) months of its original submission, Developer may withdraw such annexation petition and/or any associated zoning petitions and may commence construction and development of any commercial, industrial, or residential buildings or structures on such portion of the Project it chooses, subject to any regulations and/or ordinances that would otherwise apply to such construction or development in the absence of this Agreement, and provided that City shall retain all annexation authority otherwise granted by law. In the event Developer withdraws its annexation request for any portion of the Project pursuant to the terms of this Section 3(b), this Agreement shall continue to remain in full force and effect with respect to the remaining portions of the Project to the extent practicable.



(c) Concurrent with petitioning for annexation of each portion of the Project, Developer will file an application requesting that such portion of the Project be zoned for mixed-use development consisting primarily of low-density single-family residential development and limited neighborhood-serving commercial uses, consistent with the Concept Plan. The number of residential units will not exceed an average of three residential units per acre based on the entire gross acreage of the Project. Subject to zoning approval by the City Council, portions of the Project may be developed with more than three residential units per acre, provided that the cumulative average density for all land for which a final plat has been approved and construction has commenced does not exceed three residential units per acre at any time.

4. WATER AND SANITARY SEWER FACILITIES

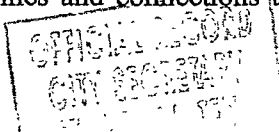
(a) Developer will re-submit a comprehensive water and wastewater master plan for the Project to the City's Water Department within 30 days after the effective date of this Agreement or upon the filing of the first preliminary plat, whichever comes later. Upon review by the Water Department, Developer will modify such plan, as needed, to comply with the Water Department's design criteria and extension policy.

(b) The City has constructed a 16" water main approximately 7200 feet in length in and along the right-of-way of Bonds Ranch Road from Boat Club Road to the entrance of Lago Vista, as shown on the Lago Vista Plat, and connect the line with the existing 12" line in the right-of-way of Boat Club Road ("Phase I" as shown on Exhibit "F" attached and incorporated by reference).

(c) The City has constructed a 12"/24" water main at the intersection of Colonial Heights Lane and Bonds Ranch Road. The City will construct a water main along Bonds Ranch Road from the current point of termination to the 16" water main referenced in paragraph (b) above to fully serve the water volume needs of the Project and other surrounding developments ("Phase 2" as shown on Exhibit "F" attached and incorporated by reference). City shall commence the design of such water main after Seller extends off-site gravity sewer main to the dwelling units in the area covered by the Lago Vista Plat and shall begin construction of the water main after the City has acquired approximately 100 water consuming customers in such area. In no event will construction begin prior to the design phase prerequisite being met.

(d) Prior to the City's development of adequate water system infrastructure to serve the Northside 4 Pressure Plane, Developer (with respect to the Project) or Seller (with respect to the remainder of the property owned by Seller) shall construct at Developer's or Seller's (as applicable) expense any interim water system infrastructure that is necessary to provide adequate water pressure to areas of the Project in the Northside 4 Pressure Plane. Additionally, upon the request of the City, Bonds Ranch Investors II, Ltd. shall dedicate up to but no more than ten contiguous acres of land North of the Bonds Ranch Road then owned by Bonds Ranch Investors II, Ltd. for a water department facility, provided the requested location and acreage is reasonable in light of the water department's needs.

(e) Developer, at no expense to the City, shall construct all water and wastewater lines and connections to serve all lots in the Project based on the Water Department's design



criteria, including those lots that Developer intends to initially develop with on-site water wells and/or individual wastewater systems.

(f) The City completed the expansion of existing wastewater lift stations along the south side of Boat Club Road sufficient to meet the wastewater needs of the Project. Additional force main and lift stations will be required to service the project which will be the Developer's sole responsibility.

(g) Seller acknowledges that a maximum of 66 houses with net one acre lots will be constructed in the area covered by the Lago Vista Plat with on-site wells and on-site wastewater systems. Prior to annexation of the area covered by the Lago Vista Plat, Seller shall pay the current City tap and/or impact fees for each developed or sold lot within such plat. The purchasers of all such homes or lots shall connect their property to City sewer and water systems after Seller installs the water and sewer mains and taps and after these systems are connected to the City's system. Seller shall notify each purchaser at closing that water and sewer plumbing reroute and permit cost is the purchaser's responsibility. Upon connection of a home to the City water system, the property owner may continue to use the on-site well for irrigation purposes only and shall disconnect the well from plumbing in accordance with City codes. The City has no obligation to extend water and sewer to any of such houses without payment of water and sewer impact fees and meter deposits.

(h) For all lots other than those located in the Lago Vista Plat, water and sewer impact fees and meter deposits shall be paid to the City in accordance with standard City policies at the time each building permit is issued.

5. TERM

This Agreement shall terminate 15 years after the effective date of this Agreement or upon annexation of all the property within the Project, whichever occurs first.

6. APPLICABILITY

Except as otherwise expressly provided herein, this Agreement applies only to those portions of the Project acquired by Developer. Developer shall notify the City Manager in writing, with a copy to the City Attorney, within 30 days after purchasing the any portion of the Project.

7. AUTHORITY

Seller, City and Developer represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Developer acknowledges that approval of the new plats is within the sole jurisdiction of the Plan Commission, the requests to zone the Project for mixed (primarily low-density single-family residential) uses are subject to consideration by the Zoning Commission and approval by the City Council, and annexation ordinances and Community Facilities Agreements are subject to approval by the City Council. Nothing in this Agreement guarantees favorable decisions by the Plan Commission and the City Council; provided, however, City staff will support Developer's applications on the terms set out herein.

CONFIDENTIAL
CITY OF BONDS RANCH
2017

8. TRANSFER

(a) With the exception of the following (2) two situations, Developer shall not convey title to any portion of the Project before such property is annexed by the City without the City's written consent: (i) Developer or the owner (or its respective lessees, successors or assigns) of any oil, gas or other mineral interests in, on, or under any portion of the Project may enter into agreements, contracts or leases with third parties for the exploration, drilling, or mining for, or the development, extraction, production or marketing of any oil, gas or other mineral interests found in, on, or under any portion of the Project and may convey any and all mineral interests or property necessary thereto; and (ii) Developer may convey title to any portion of the Project for which Developer has withdrawn its annexation petition pursuant to Section 3(b).

(b) Developer may convey title to any portion of the Project after such property is annexed by the City without City's consent.

(c) All purchasers of the property covered by this Agreement shall be bound by all terms of this Agreement and shall be bound to perform Developer's or Seller's (as applicable) obligations hereunder, which shall run with the land. Developer warrants and agrees that it will require purchasers of any portion of the Project to execute an assumption of all obligations hereunder as part of such conveyance.

9. OIL, GAS, AND MINERAL INTERESTS

Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be deemed to prohibit the owners of any oil, gas, and mineral interests in, on, or under any portion of the Project, and/or their lessees, successors, or assigns, from engaging in the exploration, drilling, or mining for, or the development, extraction, production or marketing of any such oil, gas or other minerals found in, on, or under any portion of the Project if such activities are commenced on such portion of the Project prior to annexation by the City. If a portion of the Project has been annexed by the City prior to the commencement of any of the aforementioned activities thereon, all such activities on such portion of the Project shall be conducted in compliance with the City ordinances which govern such activities. The terms of this Section 9 shall survive the termination or expiration of this Agreement.

10. UNENFORCEABILITY

If any part, term or provision of this Agreement is held by the courts to be illegal, invalid or otherwise unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

11. INTERPRETATION

The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.

OFFICIAL RECORD
CITY SECRETARY
MAY 11 2011

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties.

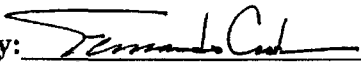
13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute a single, binding agreement.

EXECUTED as of the day and year first above written.

CITY OF FORT WORTH

DEVELOPER

By: 

Fernando Costa, Acting
Assistant City Manager

See Signatory Addendum

BONDS RANCH INVESTORS II, LTD.

By: E.L. PROPERTY INVESTORS, LLC,
its General Partner

By: 
Steve Robson, Sole Manager

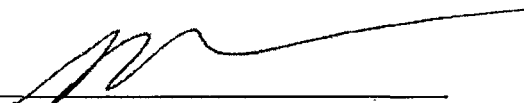
**SCOTT COMMUNITIES DEVELOPERS
LIMITED PARTNERSHIP**

By: SCOTT COMMUNITIES L.L.C., a Texas
limited liability company, its General Partner

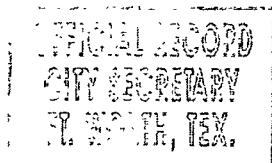
By: 
Steven S. Robson, President

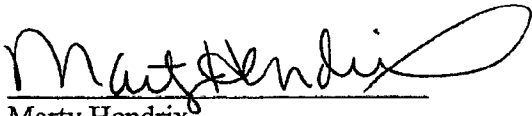
BONDS RANCH INVESTORS, LTD.

By: E.L. PROPERTY INVESTORS, LLC,
its General Partner

By: 
Steven S. Robson, Sole Manager

ATTEST





Marty Hendrix
City Secretary

C-22722 Revised

Contract Authorization

4/1/08

Date

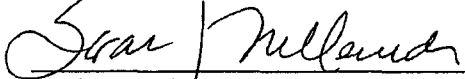
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RECORDED
SECRETARY
FEB 11 2008

APPROVED AS TO FORM AND
LEGALITY


Assistant City Attorney

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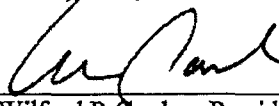
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OFFICIAL RECORD
CITY SECRETARY
PL. WORTH, TEX.

SIGNATORY ADDENDUM


RIO CLARO, INC., an Arizona corporation

By: 
Wilford R Cardon, President

CLOVERLAND INVESTORS, LLLP, an Arizona
limited liability limited partnership


By: Fogo, L.L.C., an Arizona limited liability
company, General Partner

By: Binghampton, L.L.C., an Arizona limited liability
company, Manager

By: 
Wilford R Cardon, Manager

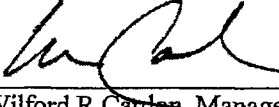
SPG-WHEATLEY, LLLP, an Arizona limited liability
limited partnership

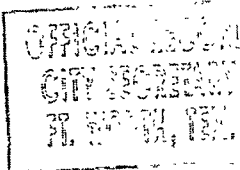
By: Strategic Partners Group, L.L.C., an Arizona
limited liability company, General Partner

By: 
Wilford R Cardon, Manager

SPG-SWABACK, LLLP, an Arizona limited liability
limited partnership

By: Strategic Partners Group, L.L.C., an Arizona
limited liability company, General Partner

By: 
Wilford R Cardon, Manager



CSP-1982 TRUST, LLLP, an Arizona limited liability limited partnership

By: CSP Partners, LLLP, an Arizona limited liability limited company, General Partner

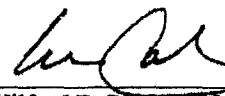
By: Fogo, L.L.C., an Arizona limited liability company, General Partner

By: Binghampton, L.L.C., an Arizona limited liability company, Manager

By: 

Wilford R Cardon, Manager

CHARLESVIEW, LLC, an Arizona limited liability company

By: 

Wilford R Cardon, Manager

CSP-KDL, LLLP, an Arizona limited liability limited partnership

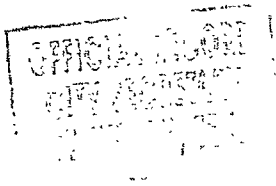
By: CSP Partners LLLP, an Arizona limited liability limited partnership, General Partner

By: Fogo, L.L.C., an Arizona limited liability company, General Partner

By: Binghampton, L.L.C., an Arizona limited liability company, Manager

By: 

Wilford R Cardon, Manager



CSP-STRATFORD I, LLLP, an Arizona limited liability limited partnership

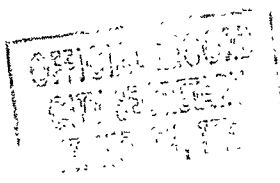
By: **CSP Partners LLLP**, an Arizona limited liability limited partnership, General Partner

By: **Fogo, L.L.C.**, an Arizona limited liability company, General Partner

By: **Binghampton, L.L.C.**, an Arizona limited liability company, Manager

By: 

Wilford R. Cardon, Manager



LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Parts of the R. GANZARA SURVEY, Abstract No. 563, the T. & P. R. CO. SURVEY, Abstract No. 1568, the ALEXANDER, CRAIN, HARRIS & BROOKS SURVEY, Abstract No. 55 situated in the northwest part of Tarrant County, Texas; embracing a portion of the 608-643/1000 acres tract described in the deed to Hicks Road Investors, Ltd. recorded in volume 13887, page 68 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 1/2" iron found for the northeast corner of LAGO VISTA AT BONDS RANCH, an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 6636 of the Plat Records of Tarrant County, Texas and being in the north line of said 608-643/1000 acres tract and in the south right-of-way of Bonds Ranch Road.

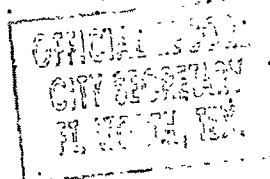
Thence north 89 degrees-23 minutes-42 seconds east, along the north line of said 608-643/1000 acres tract and the south right-of-way of said Bonds Ranch Road, 1444-20 /100 feet to a 5/8" capped iron set for the northwest corner of LAGO VISTA AT BONDS RANCH, an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 10089 of the said Plat Records and the northwest corner of the 113-016/1000 acres tract described in the deed to Scott Communities Developers Limited Partnership recorded in volume 17101, page 221 of the said Real Records.

Thence southeasterly and southwesterly, along the west line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and the west line of said 113-016/1000 acres tract, and the east line of Dosier Creek Parkway, the following:

south 00 degrees-36 minutes-18 seconds east 27-91 /100 feet to a 5/8" capped iron set at the beginning of a curve to the right having a radius of 836 feet;

along said curve to the right an arc length of 132-28 /100 feet to a 5/8" capped iron set at its end and the beginning of a curve to the right having a radius of 409-50/100 feet, the long chord of said 132-28/100 feet arc is south 03 degrees-55 minutes-41 seconds west 132-14 /100 feet;

along said curve to the right an arc length of 53-35 /100 feet to a 5/8" capped iron set at its end at the intersection of the east line of said Dosier Creek Parkway and the north line of Owl Creek Drive, the long chord of said 53-35/100 feet arc is south 12 degrees-11 minutes-36 seconds west 53-31 /100 feet;



LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Thence south 76 degrees-09 minutes-56 seconds east, along the north line of said Owl Creek Drive, 15-94 /100 feet to a 5/8" capped iron set.

Thence south 13 degrees-50 minutes-04 seconds west, crossing said Owl Creek Drive, 50-00 /100 feet to a 5/8" capped iron set in the south line of said Owl Creek Drive.

Thence north 76 degrees-09 minutes-56 seconds west, along the south line of said Owl Creek Drive, 20-17 /100 feet to a 5/8" capped iron set at the intersection of the south line of said Owl Creek Drive and the east line of said Dosier Creek Parkway at the beginning of a curve to the right having a radius of 830 feet.

Thence southwesterly, continuing along the west line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and the west line of said 113-016/1000 acres tract, the following:

along said curve to the right an arc length of 204-09 /100 feet to a 1/2" capped iron found at its end, the long chord of said 204-09/100 feet arc is south 22 degrees-36 minutes-17 seconds west 203-58 /100 feet;
south 29 degrees-38 minutes-57 seconds west 246-78 /100 feet to a 5/8" capped iron set for the most westerly southwest corner of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records at the beginning of a curve to the left having a radius of 770 feet.

Thence southwesterly and southeasterly, continuing along the west line of said 113-016/1000 acres tract, the following:

along said curve to the left an arc length of 264-15 /100 feet to a 5/8" capped iron recovered, the long chord of said 264-15/100 feet arc is south 19 degrees-49 minutes-13 seconds west 262-86 /100 feet;
south 81 degrees-51 minutes-00 seconds east 15-87 /100 feet to a 5/8" capped iron recovered;
south 08 degrees-07 minutes-55 seconds west 50-00 /100 feet to a 5/8" capped iron recovered;
north 81 degrees-52 minutes-05 seconds west 15-88 /100 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 770 feet;

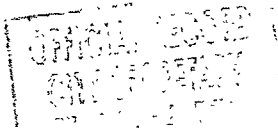


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

along said curve to the left an arc length of 697-03/100 feet to a 5/8" capped iron recovered at its end, the long chord of said 697-03/100 feet arc is south 19 degrees-39 minutes-43 seconds east 673-48/100 feet;
north 44 degrees-29 minutes-12 seconds east 15-58/100 feet to a 5/8" capped iron recovered;
south 45 degrees-30 minutes-48 seconds east 50-00/100 feet to a 5/8" capped iron recovered;
south 44 degrees-29 minutes-12 seconds west 15-58/100 feet to a 5/8" capped iron recovered at the beginning of a curve to the right having a radius of 830 feet;
along said curve to the right an arc length of 406-93/100 feet to a 5/8" capped iron recovered at its end for the southwest corner of said 113-016/1000 acres tract, the long chord of said 406-93/100 feet arc is south 31 degrees-28 minutes-05 seconds east 402-86/100 feet.

Thence north 89 degrees-21 minutes-04 seconds east, along the south line of said 113-016/1000 acres tract, 334-97/100 feet to a 5/8" capped iron recovered.

Thence south 80 degrees-05 minutes-35 seconds east, continuing along the south line of said 113-016/1000 acres tract to and along the south line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089, 427-48/100 feet to a 5/8" capped iron set.

Thence south 09 degrees-54 minutes-25 seconds west 456-28/100 feet to a 5/8" capped iron set.

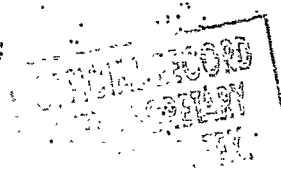
Thence south 80 degrees-05 minutes-35 seconds east 477-39/100 feet to a 5/8" capped iron set.

Thence north 09 degrees-54 minutes-25 seconds east 456-28/100 feet to a 5/8" capped iron set in the south line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and in the south line of said 113-016/1000 acres tract.

Thence south 80 degrees-05 minutes-35 seconds east, along the south line of said 113-016/1000 acres tract, 177-22/100 feet to a 5/8" capped iron set for the southeast corner of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089 of the said Plat Records and the most southerly southeast corner of said 113-016/1000 acres tract.

Thence north 30 degrees-09 minutes-50 seconds east, along a easterly line of said 113-016/1000 acres tract, 763-16/100 feet to a 5/8" capped iron recovered.

Thence north 14 degrees-03 minutes-13 seconds west, continuing along an east line of said 113-016/1000 acres tract, 86-64/100 feet to a 5/8" capped iron recovered for a re-entrant corner of said 113-016/1000 acres tract.



LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Thence northeasterly and southeasterly, along a south line of said 113-016/1000 acres tract, the following:

north 89 degrees-23 minutes-39 seconds east 338-99 /100 feet to a 5/8" capped iron recovered;
south 78 degrees-17 minutes-36 seconds east 56-00 /100 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 488 feet;
along said curve to the left an arc length of 79-86 /100 feet to a 5/8" capped iron recovered at its end, the long chord of said 79-86/100 feet arc is north 07 degrees-01 minute-07 seconds east 79-77 /100 feet;
north 89 degrees-23 minutes-39 seconds east 171-85 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 113-016/1000 acres tract in the east line of said 608-634/1000 acres tract.

Thence south 00 degrees-22 minutes-12 seconds east, along the east line of said 608-643/1000 acres tract, 1642-88 /100 feet to a 1" iron recovered.

Thence south 00 degrees-18 minutes-49 seconds east, continuing along the east line of said 608-643/1000 acres tract, 2443-65 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 608-643/1000 acres tract in the north line of said West Tract described in the deed to Texas Electric Service Company recorded in volume 6865, page 414 of the said Real Records.

Thence north 89 degrees-43 minutes-52 seconds west, along the south line of said 608-643/1000 acres tract and the north line of said West Tract, 484-40/100 feet to a 5/8" capped iron set.

Thence north 00 degrees-16 minutes-08 seconds east 360-06/100 feet to a 5/8" capped iron set.

Thence north 89 degrees-43 minutes-52 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-06 minutes-08 seconds west 360-06/100 feet to a 5/8" capped iron set in the south line of said 608-643/1000 acres tract and the north line of said West Tract.

Thence north 89 degrees-43 minutes-52 seconds west, along the south line of said 608-643/1000 acres tract and the north line of said West Tract, 3841-89 /100 feet to a 7/8" iron recovered for the southwest corner of said 608-643/1000 acres tract.

Thence north 00 degrees-22 minutes-26 seconds west, along the west line of said 608-643/1000 acres tract, 288-13 /100 feet to a 1" pipe recovered for the southeast corner of Tract No. 4 described in the deed to Texas Electric Service Company recorded in volume 2542, page 1 of the said Real Records.

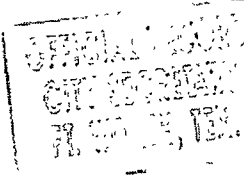


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Thence north 00 degrees-25 minutes-07 seconds east, continuing along the west line of said 608-643/1000 acres tract and the east line of said Tract No. 4, 371-57 /100 feet to a 1/2" capped iron found for the southwest corner of LAGO VISTA AT BONDS RANCH, an Addition to the City of Fort Worth, Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 8115 of the said Plat Records.

Thence south 89 degrees-43 minutes-40 seconds east, along the south line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 8115 of the said Plat Records, 1576-07 /100 feet to a 5/8" capped iron set for the southeast corner of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 8115 of the said Plat Records.

Thence northwesterly and northeasterly, along the east line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 8115 of the said Plat Records to and along the east line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 6636 of the said Plat Records, the following:

north 01 degree-22 minutes-51 seconds west 643-38 /100 feet to a 1/2" capped iron found;
north 08 degrees-00 minutes-58 seconds west 156-13 /100 feet to a 1/2" capped iron found;
north 18 degrees-22 minutes-49 seconds west 903-32 /100 feet to a 1/2" capped iron found;
north 09 degrees-03 minutes-20 seconds east 239-97 /100 feet to a 5/8" capped iron set;
north 00 degrees-27 minutes-42 seconds west 130-16 /100 feet to a 5/8" capped iron
recovered at the beginning of a curve to the left having a radius of 965 feet;
along said curve to the right an arc length of 14-01/100 feet to a 5/8" capped iron set at its
end, the long chord of said 14-01/100 feet arc is north 87 degrees-52 minutes-39 seconds
east 14-01/100 feet;
north 00 degrees-27 minutes-42 seconds west 985-90 /100 feet to a 1/2" capped iron found;
north 36 degrees-49 minutes-09 seconds west 498-38 /100 feet to a 1/2" capped iron found;
north 00 degrees-35 minutes-52 seconds west 365-01 /100 feet to a 1/2" capped iron found;
south 89 degrees-24 minutes-08 seconds west 13-14 /100 feet to a 1/2" capped iron found;
north 00 degrees-35 minutes-52 seconds west 600-02 /100 feet to a railroad spike found;
north 89 degrees-24 minutes-08 seconds east 12-50 /100 feet to a 1/2" capped iron found;
north 00 degrees-35 minutes-52 seconds west 360-14 /100 feet to the place of beginning
and containing 351-010/1000 acres.

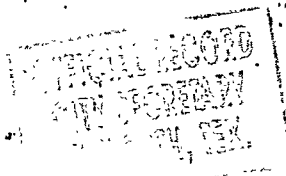


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT I:

Part of the ALEXANDER, CRAIN, HARRIS & BROOKS SURVEY, Abstract No. 55 situated in the northwest part of Tarrant County, Texas; embracing all of the 47-242/1000 acres tract described in the deed to Hicks Road Investors, Ltd. recorded in volume 13887, page 68 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 5/8" capped iron set for the northwest corner of said 47-242/1000 acres tract in the south line of Tract No. 5 described in the deed to T.E.S.C.O. recorded in volume 2542, page 1 of the Deed Records of Tarrant County, Texas.

Thence south 89 degrees-43 minutes-25 seconds east, along the north line of said 47-242/1000 acres tract and the south line of said Tract No. 5, 1942-55 /100 feet to a 5/8" capped iron set.

Thence south 00 degrees-01 minute-49 seconds east 604-98/100 feet to a 5/8" capped iron set.

Thence south 89 degrees-43 minutes-25 seconds east 360-07/100 feet to a 5/8" capped iron set in the east line of said 47-242/1000 acres tract.

Thence south 00 degrees-01 minute-49 seconds east, along the east line of said 47-242/1000 acres tract, 279-89 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 47-242/1000 acres tract.

Thence south 89 degrees-47 minutes-33 seconds west, along the south line of said 47-242/1000 acres tract, 2298-17 /100 feet to a 5/8" capped iron set for the southwest corner of said 47-242/1000 acres tract.

Thence north 00 degrees-18 minutes-38 seconds west, along the west line of said 47-242/1000 acres tract, 904-31 /100 feet to the place of beginning and containing 42-241/1000 acres.

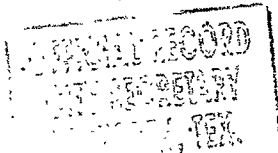


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT II:

Parts of the R. GANZARA SURVEY, Abstract No. 563 and the T. & P. R. R. CO. SURVEY, Abstract No. 1568 situated in the northwest part of Tarrant County, Texas; embracing all of the 169-290/1000 acres tract described in the deed to Bonds Ranch Investors II, Ltd. recorded in volume 16030, page 268 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 5/8" capped iron set for the northeast corner of said 169-290/1000 acres tract in the south right-of-way of Bonds Ranch Road and in the west line of Tract No. 4 described in the deed to Texas Electric Service Company recorded in volume 2542, page 1 of the Deed Records of Tarrant County, Texas from which the northwest corner of LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 6636 bears along a curve to the right having a radius of 1440-02/100 feet an arc length of 76-72/100 feet. The long chord of said 76-72/100 feet arc is north 78 degrees-23 minutes-09 second east 76-71/100 feet.

Thence south 00 degrees-25 minutes-05 seconds west, along the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4, 521-20/100 feet to a 5/8" capped iron set.

Thence north 89 degrees-34 minutes-55 seconds west 360-06/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-25 minutes-05 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 89 degrees-34 minutes-55 seconds east 360-06/100 feet to a 5/8" capped iron set in the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4.

Thence south 00 degrees-25 minutes-05 seconds west, along the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4, 2074-03/100 feet to a 5/8" capped iron set.

Thence north 47 degrees-02 minutes-08 seconds west 360-06/100 feet to a 5/8" capped iron set.

Thence south 42 degrees-57 minutes-52 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 47 degrees-02 minutes-08 seconds east 360-06/100 feet to a 5/8" capped iron set.

Thence north 42 degrees-57 minutes-52 seconds east 604-98/100 feet to a 5/8" capped iron set in the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4.

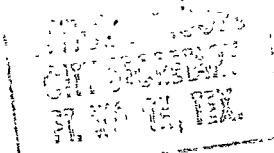


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT II:

Thence south 00 degrees-25 minutes-05 seconds west, along the east line of said 169-290/1000 acres tract and the west line of said Tract No. 4, 1298-58/100 feet to a 5/8" capped iron set for the northeast corner of the 5 acres Surface Use Agreement recorded in Clerks Document No. D207336116 of the said Deed Records.

Thence south 89 degrees-50 minutes-09 seconds west, along the north line of said 5 acres tract, 416-86/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-24 minutes-28 seconds west, along the west line of said 5 acres tract, 522-50/100 feet to a 5/8" capped iron set in the south line of said 169-290/1000 acres tract.

Thence south 89 degrees-53 minutes-40 seconds west, along the south line of said 169-290/1000 acres tract, 1063-53 /100 feet to a 5/8" capped iron set.

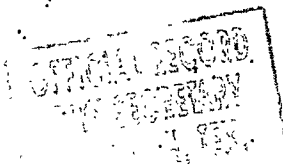
Thence north 00 degrees-06 minutes-20 seconds west 604-98/100 feet to a 5/8" capped iron set.

Thence south 89 degrees-53 minutes-40 seconds west 174-49/100 feet to a 5/8" capped iron set in the west line of said 169-290/1000 acres tract and the east line of the 120-507/1000 acres tract described in the deed to Bond Ranch Investors II, Ltd. recorded in Clerks Document No. D204293195 of the said Real Records.

Thence north 00 degrees-25 minutes-09 seconds east, along the common line of said 169-290/1000 acres tract and said 120-507/1000 acres tract, 2956-31 /100 feet to a 5/8" capped iron set for the northwest corner of said 169-290/1000 acres tract and the northeast corner of said 120-507/1000 acres tract in the southeasterly right-of-way of said Bonds Ranch Road.

Thence northeasterly, along the north line of said 169-290/1000 acres tract and the southeasterly right-of-way of said Bonds Ranch Road, the following:

north 41 degrees-21 minutes-06 seconds east 1388-75 /100 feet to a 5/8" capped iron set at the beginning of a curve to the right having a radius of 1440-02/100 feet; along said curve to the right an arc length of 892-42 /100 feet to the place of beginning and containing 151-865/1000 acres, the long chord of said 892-42/100 feet arc is north 59 degrees-06 minutes-20 seconds east 878-21 /100 feet.



LEGAL DESCRIPTION OF PROPERTY

TRACT III:

Parts of the T & P. R. R. CO. SURVEY, Abstract No. 1568, the R. GANZARA SURVEY, Abstract No. 563 and the J.P. SMITH SURVEY, Abstract No. 1916 situated in the northwest part of Tarrant County, Texas; embracing all of the 120-507/1000 acres tract described in the deed to Bonds Ranch Investors II, Ltd, recorded in Clerks Document No. D204293195 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 7/8" iron recovered for the southwest corner of said 120-507/1000 acres tract in the east right-of-way of F. M. Highway No. 1220 (Boat Club Road).

Thence north 14 degrees-02 minutes-37 seconds west, along the west line of said 120-507/1000 acres tract and the east right-of-way of said Boat Club Road, 2223-00 /100 feet to a 5/8" capped iron set for the northwest corner of said 120-507/1000 acres tract at the intersection of the east right-of-way of said Boat Club Road and the southerly right-of-way of Bonds Ranch Road.

Thence northeasterly, along the northerly line of said 120-507/1000 acres tract and the southerly right-of-way of said Bonds Ranch Road, the following:

north 75 degrees-57 minutes-15 seconds east 569-18 /100 feet to a 5/8" capped iron set at the beginning of a curve to the left having a radius of 2360-03/100 feet;

along said curve to the left an arc length of 1425-29 /100 feet to a 5/8" capped iron set at its end, the long chord of said 1425-29/100 feet arc is north 58 degrees-39 minutes-11 seconds east 1403-73 /100 feet;

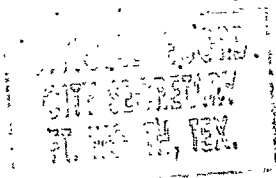
north 41 degrees-21 minutes-06 seconds east 718-47 /100 feet to a 5/8" capped iron set for the northeast corner of said 120-507/1000 acres tract and the northwest corner of the 169-290/1000 acres tract described in the deed to Bonds Ranch Investors II, Ltd, recorded in volume 16030, page 268 of the said Real Records.

Thence south 00 degrees-25 minutes-09 seconds west, along the common line of said 120-507/1000 acres tract and said 169-290/1000 acres tract, 2956-31 /100 feet to a 5/8" capped iron set.

Thence south 89 degrees-53 minutes-40 seconds west 185-57/100 feet to a 5/8" capped iron set.

Thence south 00 degrees-06 minutes-20 seconds east 604-98/100 feet to a 5/8" capped iron set in the south line of said 120-507/1000 acres tract.

Thence south 89 degrees-53 minutes-40 seconds west, along the south line of said 120-507/1000 acres tract, 1480-16 /100 feet to the place of beginning and containing 117-993/1000 acres.



LEGAL DESCRIPTION OF PROPERTY

TRACT IV:

Part of the T. & P. R. R. CO. SURVEY, Abstract No. 1568 situated in the northwest part of Tarrant County, Texas; embracing a portion of the 113-016/1000 acres tract described in the deed to Scott Communities Developers Limited Partnership, recorded in volume 17101, page 221 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Commencing at a 1/2" iron found for the northeast corner of said 113-016/1000 acres tract and the northwest corner of the 1029-185/1000 acres tract described in the deed to Chapel Hill Venture, LLLP, recorded in volume 14957, page 307 of the said Real Records and in the south right-of-way of Bonds Ranch Road and run, along the north line of said 113-016/1000 acres tract and the south right-of-way of said Bonds Ranch Road south 89 degrees-23 minutes-42 seconds west 2470-02/100 feet to a 5/8" capped iron set for the northwest corner of said 113-016/1000 acres tract and the northwest corner of said LAGO VISTA AT BONDS RANCH, an Addition to Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 10089 of the Plat Records of Tarrant County, Texas and then run along the west line of said 113-016/1000 acres tract and the west line of said LAGO VISTA AT BONDS RANCH, south 00 degrees-36 minutes-18 seconds east 27-91 /100 feet to a 5/8" capped iron set at the beginning of a curve to the right having a radius of 836 feet and then run along said curve to the right an arc length of 132-28 /100 feet to a 5/8" capped iron set at its end and the beginning of a curve to the right having a radius of 409-50/100 feet, the long chord of said 132-28/100 feet arc is south 03 degrees-55 minutes-41 seconds west 132-14 /100 feet and then run along said curve to the right an arc length of 53-35 /100 feet to a 5/8" capped iron set at its end at the intersection of the east line of said Dosier Creek Parkway and the north line of Owl Creek Drive, the long chord of said 53-35/100 feet arc is south 12 degrees-11 minutes-36 seconds west 53-31 /100 feet, and then run south 76 degrees-09 minutes-56 seconds east, along the north line of said Owl Creek Drive, 15-94 /100 feet to a 5/8" capped iron set and then run south 13 degrees-50 minutes-04 seconds west, crossing said Owl Creek Drive, 50-00 /100 feet to a 5/8" capped iron set in the south line of said Owl Creek Drive and then run north 76 degrees-09 minutes-56 seconds west, along the south line of said Owl Creek Drive, 20-17 /100 feet to a 5/8" capped iron set at the intersection of the south line of said Owl Creek Drive and the east line of said Dosier Creek Parkway at the beginning of a curve to the right having a radius of 830 feet and then run along said curve to the right an arc length of 204-09/100 feet to a 1/2" capped iron found at its end, the long chord of said 204-09/100 feet arc is south 22 degrees-36 minutes-17 seconds west 203-58 /100 feet and then run south 29 degrees-38 minutes-57 seconds west 246-78 /100 feet to a 5/8" capped iron set for the southwest corner of said LAGO VISTA AT BONDS RANCH recorded in Cabinet A, Slide 10089 and the northwest and beginning corner of the tract being described.

EXHIBIT 'A'

LEGAL DESCRIPTION OF PROPERTY

TRACT IV:

Thence southeasterly, along the southwesterly line of said LAGO VISTA AT BONDS RANCH, recorded in Cabinet A, Slide 10089, the following:

south 60 degrees-21 minutes-05 seconds east 770-00 /100 feet to a 5/8" capped iron set;
south 15 degrees-34 minutes-53 seconds east 1001-37 /100 feet to a 5/8" capped iron set
for the most southerly southwest corner of said LAGO VISTA AT BONDS RANCH,
recorded in Cabinet A, Slide 10089 of the said Plat Records and in the south line of said
113-016/1000 acres tract.

Thence northwesterly and southwesterly, along the south line of said 113-016/1000 acres tract,
the following:

north 80 degrees-05 minutes-35 seconds west 230-27 /100 feet to a 5/8" capped iron
recovered;
south 89 degrees-21 minutes-04 seconds west 334-97 /100 feet to a 5/8" capped iron
recovered for the southwest corner of said 113-016/1000 acres tract at the beginning of a
curve to the left having a radius of 830 feet.

Thence northwesterly and northeasterly, along the west line of said 113-016/1000 acres tract, the
following:

along said curve to the left an arc length of 406-93 /100 feet to a 5/8" capped iron
recovered at its end, the long chord of said 406-93/100 feet arc is north 31 degrees-28
minutes-05 seconds west 402-86 /100 feet;
north 44 degrees-29 minutes-12 seconds east 15-58 /100 feet to a 5/8" capped iron
recovered;
north 45 degrees-30 minutes-48 seconds west 50-00 /100 feet to a 5/8" capped iron
recovered;
south 44 degrees-29 minutes-12 seconds west 15-58 /100 feet to a 5/8" capped iron
recovered at the beginning of a curve to the right having a radius of 770 feet;
along said curve to the right an arc length of 697-03 /100 feet to a 5/8" capped iron
recovered at its end, the long chord of said 697-03/100 feet arc is north 19 degrees-39
minutes-43 seconds west 673-48 /100 feet;
south 81 degrees-52 minutes-05 seconds east 15-88 /100 feet to a 5/8" capped iron
recovered;
north 08 degrees-07 minutes-55 seconds east 50-00 /100 feet to a 5/8" capped iron
recovered;
north 81 degrees-52 minutes-05 seconds west 15-88 /100 feet to a 5/8" capped iron
recovered at the beginning of a curve to the right having a radius of 770 feet;

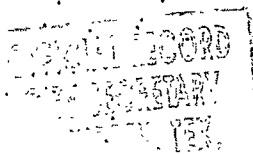


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT IV:

along said curve to the right an arc length of 264-15 /100 feet to the place of beginning .
and containing 18-533/1000 acres, the long chord of said 264-15/100 feet arc is north 19
degrees-49 minutes-13 seconds east 262-86 /100 feet.

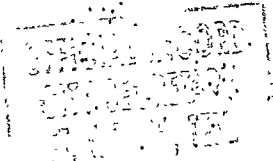


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

TRACT V:

Part of the T. & P. R. R. CO. SURVEY, Abstract No. 1568 situated in the northwest part of Tarrant County, Texas; embracing a portion of the 113-016/1000 acres tract described in the deed to Scott Communities Developers Limited Partnership, recorded in volume 17101, page 221 of the Real Records of Tarrant County, Texas and described by metes and bounds as follows:

Beginning at a 1/2" iron found for the northeast corner of said 113-016/1000 acres tract and the northwest corner of the 1029-185/1000 acres tract described in the deed to Chapel Hill Venture, LLLP, recorded in volume 14957, page 307 of the said Real Records and in the south right-of-way of Bonds Ranch Road.

Thence south 00 degrees-22 minutes-12 seconds east, along the east line of said 113-016/1000 acres tract and the west line of said 1029-185/1000 acres tract, 1362-86 /100 feet to a 5/8" capped iron recovered for the southeast corner of said 113-016/1000 acres tract.

Thence southwesterly and northwesterly, along the south line of said 113-016/1000 acres tract, the following:

- south 89 degrees-23 minutes-39 seconds west 171-85 /100 feet to a 5/8" capped iron recovered at the beginning of a curve to the right having a radius of 488 feet;
- along said curve to the right an arc length of 79-86 /100 feet to a 5/8" capped iron recovered at its end, the long chord of said 79-86/100 feet arc is south 07 degrees-01 minute-07 seconds west 79-77 /100 feet;
- north 78 degrees-17 minutes-36 seconds west 56-00 /100 feet to a 5/8" capped iron recovered;
- south 89 degrees-23 minutes-39 seconds west 338-99 /100 feet to a 5/8" capped iron recovered;
- south 14 degrees-03 minutes-13 seconds east 86-64 /100 feet to a 5/8" capped iron recovered
- south 30 degrees-09 minutes-50 seconds west 76-48 /100 feet to a 5/8" capped iron set in the east line of LAGO VISTA AT BONDS RANCH, an Addition to Tarrant County, Texas according to the plat thereof recorded in Cabinet A, Slide 10089 of the Plat Records of Tarrant County, Texas.

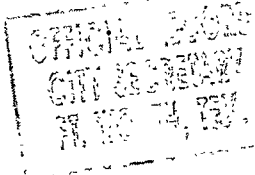


EXHIBIT A

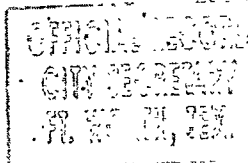
LEGAL DESCRIPTION OF PROPERTY

TRACT V:

Thence northwesterly, along the east line of said LAGO VISTA AT BONDS RANCH recorded in said Cabinet A, Slide 10089 of the said Plat Records, the following:

north 00 degrees-36 minutes-18 seconds west 229-33 /100 feet to a 5/8" capped iron set;
north 14 degrees-13 minutes-44 seconds west 1338-28 /100 feet to a 5/8" capped iron set;
north 00 degrees-36 minutes-18 seconds west 50-00 /100 feet to a 5/8" capped iron set for the northeast corner of said LAGO VISTA AT BONDS RANCH, in the south right-of way of said Bonds Ranch Road and in the north line of said 113-016/1000 acres tract.

Thence north 89 degrees-23 minutes-42 seconds east, along the north line of said 113-016/1000 acres tract and the south right-of-way of said Bonds Ranch Road, 915-93 /100 feet to the place of beginning and containing 24-515/1000 acres.



LEGAL DESCRIPTION OF PROPERTY

TRACT VII

BEING 5.00 acres of land situated in the T. & P. R.R. Co. Survey, Abstract 1568, Tarrant County, Texas, and being part of that certain called 169.290 acre tract as described in a deed recorded in Volume 16030, Page 266, of the Deed Records of Tarrant County, Texas.

BEGINNING at a concrete monument (found) at the southeast corner of said 169.290 acre tract, being at the north boundary line of that certain called 2.11 acre tract as described in a deed recorded in a document numbered D204259050, and being located at the coordinates 7,015,541.12 Northing and 2,269,029.52 Easting

THENCE South 89°53'57" West, for a distance of 416.88 feet, with the south boundary line of said 169.290 acre tract, and with the north boundary line of said 2.11 acre tract, to a 1/2" iron rod (set with cap marked "STANGER");

THENCE North 00°25'22" East, for a distance of 522.50 feet to a 1/2" iron rod (set with cap marked "STANGER");

THENCE North 89°53'57" East, for a distance of 416.88 feet, to a 1/2" iron rod (set with cap marked "STANGER") in the east boundary line of said 169.290 acre tract and being in the west boundary line of that certain called Tract 4 as described in a deed recorded in Volume 2542, Page 1;

THENCE South 00°25'22" West, for a distance of 522.50 feet, with the east boundary line of said 169.290 acre tract, and with the west boundary line of said Tract 4, back to the point of beginning and containing 5.00 acres of land;

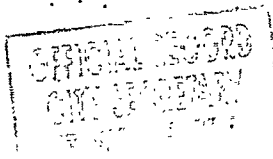
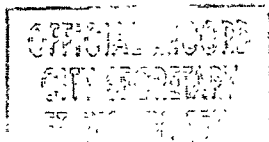
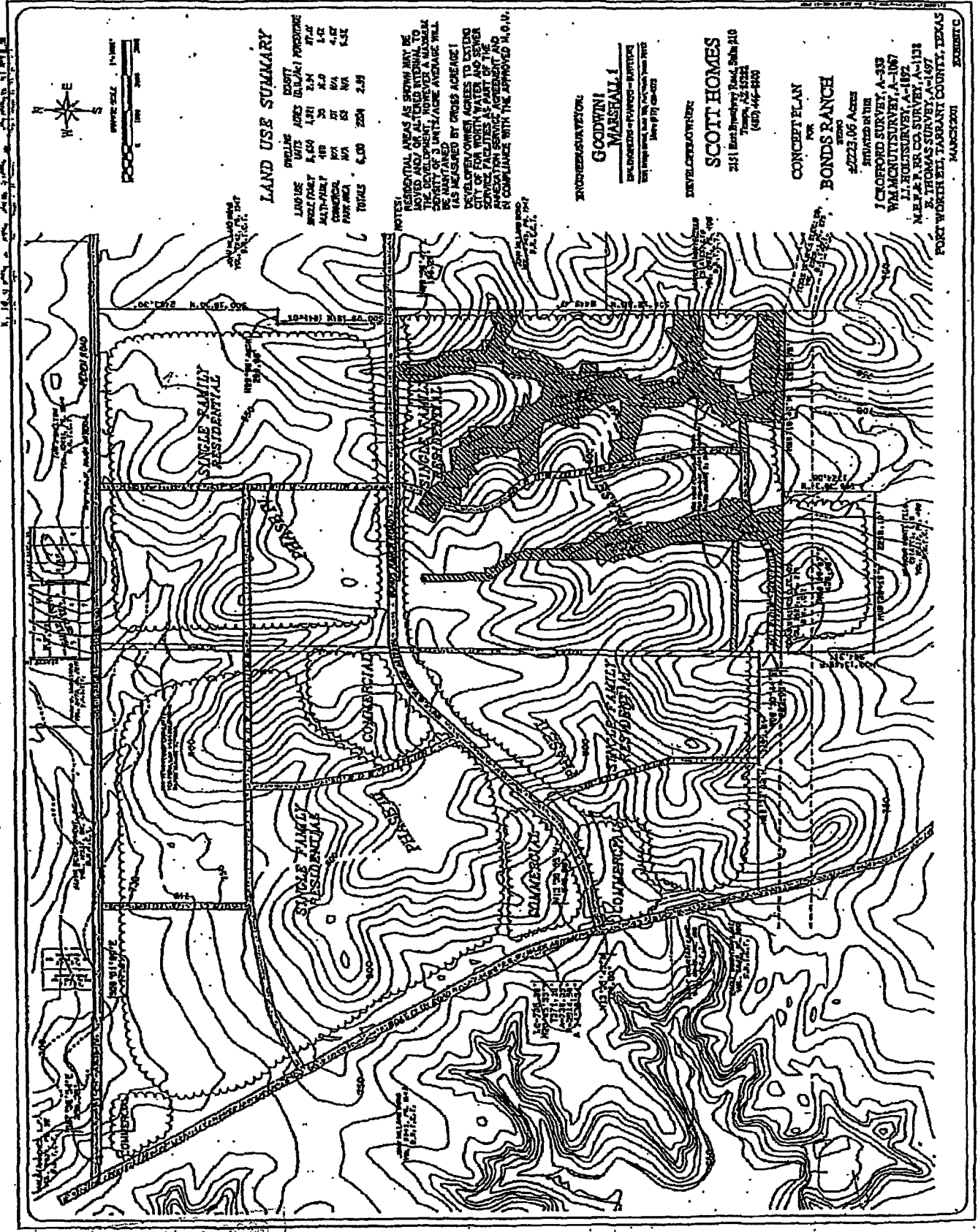


EXHIBIT B

<u>DEVELOPER ENTITIES</u>	<u>RESPECTIVE UNDIVIDED PERCENTAGE INTERESTS OF OWNERSHIP</u>
Rio Claro, Inc.	42.16%
Cloverland Investors, LLLP	1.39%
SPG-Wheatley, LLLP	13.88%
SPG-Swaback, LLLP	1.85%
CSP-1982 Trust, LLLP	4.63%
Charlesview, LLC	1.85%
CSP-KDL, LLLP	1.85%
CSP-Stratford I, LLLP	32.39%
TOTAL	100.00%

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LAND USE SUMMARY

LAND USE	ACRES	PERCENTAGE
SINGLE FAMILY RESIDENTIAL	4.00	2.4
COMMERCIAL	1.00	0.6
CONCEPT PLAN	1.00	0.6
TOTALS	6.00	3.6

RESIDENTIAL AREAS AS SHOWN MAY BE ADJUSTED ANDY OR ALTERED INTERNAL TO THE DEVELOPMENT, HOWEVER A MINIMUM OF 10% OF THE TOTAL DEVELOPMENT SHALL BE MAINTAINED AS OPEN SPACE. THIS WAS MEASURED BY CROSS SECTION I. DEVELOPER/OWNER AGREES TO EXTEND CITY OF FORT WORTH WATER AND SEWER SERVICE FACILITIES AS PART OF THE DEVELOPMENT. THIS AGREEMENT IS SUBJECT TO COMPLIANCE WITH THE APPROVED PLAN.

ENGINEER/ARCHITECT
GOODWIN MASSHALL
 2151 West Bryndarwy Road, Suite 210
 Irving, TX 75039
 (972) 446-8900

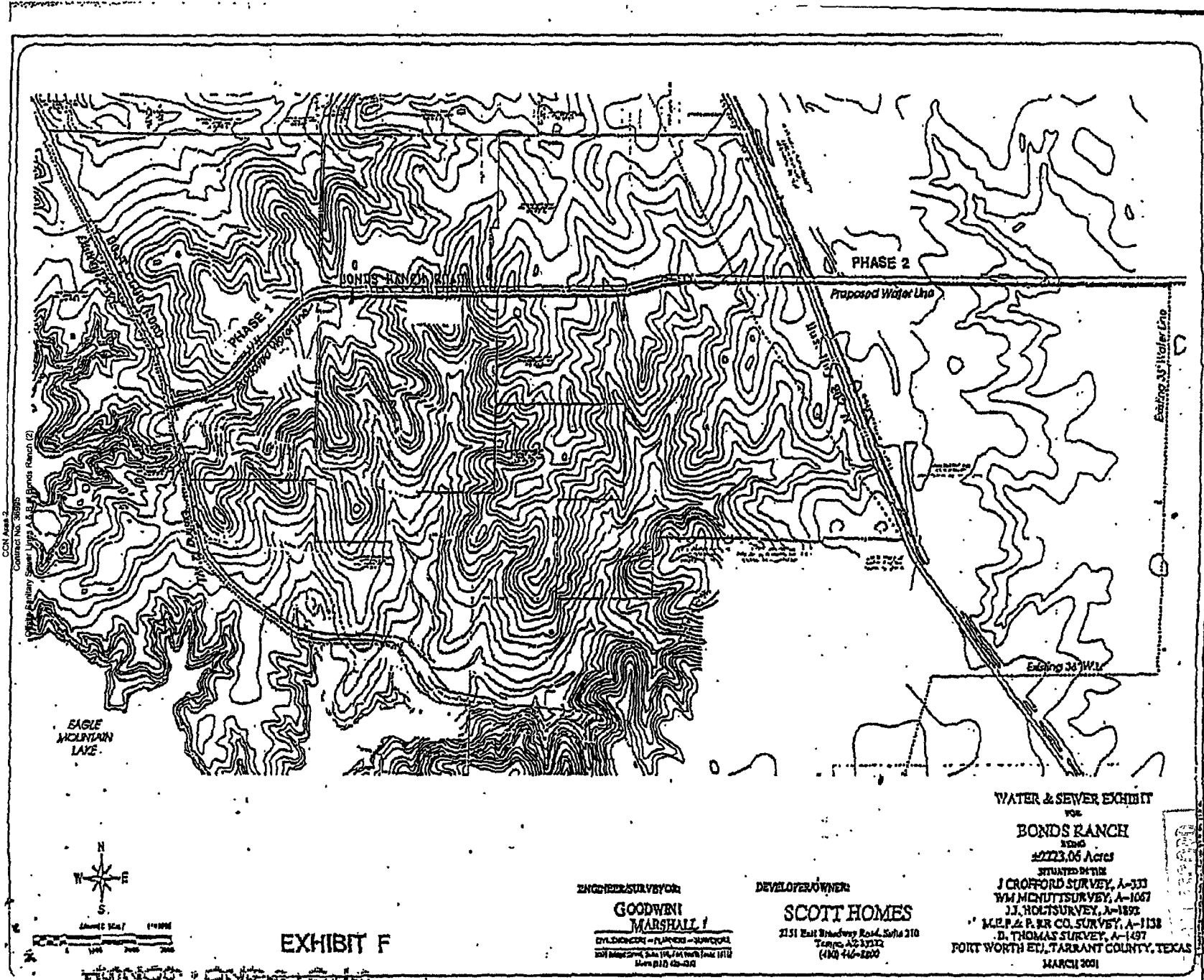
DEVELOPER/OWNER
SCOTT HOMES
 2151 West Bryndarwy Road, Suite 210
 Irving, TX 75039
 (972) 446-8900

CONCEPT PLAN
 FOR
BONDS RANCH
 2.223.06 ACRES

1 CROFFORD SURVEY, A-33
 1 WILMOUTH SURVEY, A-167
 1 J. HUBBARD SURVEY, A-182
 1 MEEZEY SURVEY, A-183
 1 J. HUBBARD SURVEY, A-183
 FORT WORTH, TARRANT COUNTY, TEXAS

CITY SECRETARY
 ST. JOHNS, TEX.

EXHIBIT C



CCN Area 2
 Contract No. 38895
 Original Utility Sewer Lines A & B of Bonds Ranch (2)

EAGLE
 MOUNTAIN
 LAKE

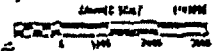


EXHIBIT F

ENGINEER SURVEYOR
**GOODWIN
 MARSHALL I**
 CIVIL ENGINEER - PLANNING - SURVEYING
 2001 BRIDGE STREET, SUITE 100 NORTH FORT WORTH, TEXAS 76110
 (817) 441-4200

DEVELOPER/OWNER
SCOTT HOMES
 2151 East Broadway Road, Suite 210
 Fort Worth, TX 76112
 (817) 446-1800

WATER & SEWER EXHIBIT
 FOR
BONDS RANCH
 2223.06 Acres
 SITUATED IN THE
 J CROFFORD SURVEY, A-333
 W M MCNUTT SURVEY, A-1067
 J J. HOLTS SURVEY, A-1892
 M. E. P. & P. R. CO. SURVEY, A-1138
 D. THOMAS SURVEY, A-1497
 FORT WORTH ET., TARRANT COUNTY, TEXAS
 MARCH 2001

RECORDED
 TARRANT COUNTY, TEXAS

02/09/45

EXHIBIT F

City of Fort Worth, Texas

Mayor and Council Communication

COUNCIL ACTION: Approved on 4/1/2008

DATE: Tuesday, April 01, 2008
LOG NAME: 12BONDSRANCH

REFERENCE NO.: C-22722(Revised)

SUBJECT:

Authorization to Execute an Amendment to City Secretary Contract No. 27132 between the City of Fort Worth and Scott Communities Developers Limited Partnership for Bonds Ranch to Add Various Developers as Parties to the Contract and Additional Terms

RECOMMENDATION:

It is recommended that the City Council authorize the execution of an amendment to City Secretary Contract No. 27132 between the City of Fort Worth and Scott Communities Developers Limited Partnership for Bonds Ranch to add various developers as parties to the contract and additional terms.

DISCUSSION:

On October 15, 2001, the City and Scott Communities Developers Limited Partnership ("Scott") entered into a developer's agreement (City Secretary Contract No. 27132, as approved by Mayor and Council Communication C-18801) to develop approximately 656 acres of land as low density single family residential at an average density of no more than three residential units per acre with limited neighborhood-serving commercial uses per the terms of the agreement. In return, the City agreed to construct a 16-inch water main approximately 7,200 feet in length along Bonds Ranch Road east from Boat Club Road. In addition, the City agreed to connect this water main to an existing main that terminates approximately 1 ½ miles east of U.S. Business 287. The City also agreed to begin construction of the Phase II water main connection upon acquisition of at least 100 water customers in this development, and after Scott constructs required sewer improvements.

Scott's obligations under the agreement were binding on all subsequent purchasers of property that is subject to the agreement and no transfer of ownership would be allowed without prior City approval.

After several meetings with City staff, Scott sold a portion of the property south of Bonds Ranch Road to TriStar Land and Real Estate, LLC ("TriStar"), on February 27, 2008, and is under contract to sell the remaining property north of bonds Ranch Road to different developers. Pursuant to discussions with City staff, Scott and TriStar and the prospective buyers/developers will present executed copies of an amended agreement for the City's consideration which will bind the buyer and the seller to the following additional terms:

Any developer will be required to enter into Community Facilities Agreements upon the approval of all final plats pertaining to its project;

Any developer, at its sole expense will make on-site street, drainage, water and sanitary sewer improvements to the property;

Upon acceptance of the dedication of the improvements, the City will provide water and sanitary sewer service at standard City rates;

The property shall be developed in accordance with the City's ordinances, development and construction standards;

Developers will be required to petition for annexation at the time of filing a preliminary plat or prior to the connection to the City's water system, whichever comes first;

TriStar and the prospective buyers will re-submit a comprehensive water and wastewater master plan after execution of the agreement;

At the request of the City, ten contiguous acres on the north property will be dedicated to the City for a water department facility; and

All future purchasers/developers of the remaining portion of the property will be bound to the terms of agreement.

The agreement will terminate 15 years after the effective date or upon annexation of all the property within the project, whichever occurs first.

Execution of the amendment to the agreement will provide the continued land density limitations and development requirements on the property.

FISCAL INFORMATION/CERTIFICATION:

The Finance Director certifies that this action will have no material effect on City funds.

TO Fund/Account/Centers

FROM Fund/Account/Centers

Submitted for City Manager's Office by:

Karen Montgomery (6222)

Originating Department Head:

David Yett (7623)

Additional Information Contact:

David Yett (7623)

COMMUNITY FACILITIES AGREEMENT

THE STATE OF TEXAS §

City Secretary

COUNTY OF TARRANT §

Contract No. 27991

WHEREAS, Realty Capital Corporation, hereinafter referred to as Developer, and Chapel Hill Venture, L.L.L.P., a Georgia limited liability limited partnership, by and through Chapel Hill (Fort Worth) AIP III, L.L.L.P., a Georgia limited liability limited partnership, as sole general partner, by and through Avanti Capital Associates, a Florida joint venture (formerly known as Avanti Properties Group, J.V., a Florida joint venture), as sole general partner, by and through Avanti Management Partners, J.V., a Florida joint venture, as sole managing venturer, by and through Avanti Development Corporation, a Florida corporation, as sole managing venturer, Property Owner, desire to make certain improvements in Chapel Hill Addition, an addition to the City of Fort Worth, Texas; and

WHEREAS, the said Developer has requested the City of Fort Worth, a municipal corporation of Tarrant and Denton Counties, Texas, hereinafter called "City", to do certain work in connection with said improvements;

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That said Developer, acting herein by and through Richard A. Myers, its duly authorized president; Property Owner, acting herein by and through Marvin A. Shapiro, its duly authorized vice president; and the City, acting herein by and through Marc Ott, its duly authorized Assistant City Manager, for and in consideration of the covenants and conditions contained herein, do hereby agree as follows:

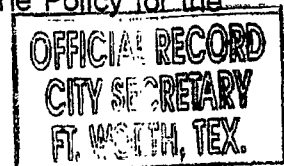


COMMUNITY FACILITIES AGREEMENT
to install
WATER AND SEWER SERVICES
for
CHAPEL HILL of FORT WORTH

- A. The City and Developer agree that City shall let one or more contracts for, in accordance with its accepted practices, ordinances, regulations, and the provisions of the City Charter, and subject to the requirements of the City's Charter, and subject to the requirements of the City's Policies and Regulations for Installation of Community Facilities, all as current at the time of installation:

WATER FACILITIES to serve the Development as shown on the attached Exhibit **A**, and **SANITARY SEWER FACILITIES** to serve the Development as shown on the attached Exhibit **A-1**, all in accordance with plans and specifications approved by the Water Department and prepared by private engineers employed by the Developer. City and Developer shall cooperate to achieve expeditious approval of the plans and specifications and preparation of the bid documents. Plan approval by the Water Department will not be unreasonably withheld or delayed. City and Developer further agree to make every reasonable effort to proceed in a timely fashion such that City may award the initial construction contracts pursuant to this Agreement on or before December 23, 2002, and in no event more than ninety (90) days following plan approval, completion of bid documents, and the submission by the Developer of a cash deposit pursuant to paragraph G (1), of this Agreement, provided, however, that City shall incur no liability in the event such dates are not met.

- B. The City agrees to allow the Developer to install, at Developer's expense, at the time all other water mains and/or sanitary sewer mains in this Development are installed, a sanitary sewer and water service line for each lot of each Phase of the Development. The City agrees to record the location of each said service line in respect to the corner of the lot served, and to retain said records in its possession for the Development. The City will not charge any fees for these water and sanitary sewer service lines other than the City standard inspection, tap fees if installed by the City, impact fees, and meter fees in effect at the time of installation. Provided, however, in no event shall the Developer nor the Eagle Mountain-Saginaw Independent School District be required to pay impact fees for the Facilities to be constructed pursuant to this Agreement. City represents to Developer, and Developer acknowledges, that the impact fees currently adopted by the City do not include any costs associated with the construction of the Facilities to be constructed by the Developer hereunder and Developer has conveyed such information to the Eagle Mountain- Saginaw Independent School District. Further, the Developer will not be charged by the City for front foot charges for this Development when connecting to any existing or future water and/or sanitary sewer mains under the provisions of the "APPROACH MAIN OPTION" as described in Section III of the Policy for the "INSTALLATION OF COMMUNITY FACILITIES" adopted in March, 2001. Future phases of the Development shall be governed by the Policy for the

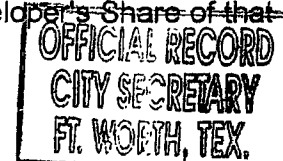


Installation of Community Facilities in effect at the time of the execution of the future agreements.

- C. The construction cost of the Water Facilities herein concerned, exclusive of service lines is estimated to be **Two Million Five Hundred Nine Thousand Three Hundred** Dollars **(\$2,509,300)**.
- D. The construction cost of the Sanitary Sewer Facilities to be installed hereunder, exclusive of service lines, is estimated to be **Eight Hundred Fifty-Eight Thousand Eight Hundred** Dollars **(\$858,800)**.
- E. Prior to the City's award of a construction contract for any of the Facilities the Developer agrees to provide to the City:
- (1) A cash deposit for one hundred twenty-five percent (125%) of the Developer's Share (as set forth on page I-5) of estimated construction costs of the Facilities (which share is herein called "**Developer's Share**" as referenced in the City's Policy for the "INSTALLATION OF COMMUNITY FACILITIES" adopted in March 2001. City shall hold the cash deposit in a separate subaccount of that particular City account created for the construction contracts to be awarded pursuant to this Agreement. Such subaccount shall be reserved for the payment of Developer's Share of construction costs hereunder. As each section of water or sanitary sewer line, which sections are shown as Lines I, II, III, and IV on page I-6 (herein individually called a "**Line**", and collectively called the "**Lines**"), is constructed, the City will make payments to the contractor from the cash deposit subaccount in proportion to Developer's Share of the costs associated with such Line. As each Line is completed, the cash deposit will also be reduced, as provided at paragraph H. of this Agreement, by a release to Developer of the difference between the actual construction costs of such Line and an amount equal to 125% of the Developer's Share of that Line's estimated cost shown on page I-5.
 - (2) Payment of any ordinance costs and fees that are applicable. As of the date of the execution of this Agreement, the following connection fees are established by city ordinance: tap fees if installed by the City, impact fees, and meter deposit fees. Nothing contained herein shall be construed so as to limit ordinance mandated costs and fees, as same are charged and collected at the time of connection to the system. Provided, however, in no event shall the Developer be required to pay impact fees for the Facilities constructed by or dedicated by the Developer. City represents to Developer, and Developer acknowledges, that the impact fees currently adopted by the City do not include any costs associated with the construction of the Facilities to be constructed by the Developer hereunder.



- (3) A construction Inspection Fee equal to two (2%) of the Developer's Share of the estimated costs of the construction cost of the Facilities as set forth on page I-5, exclusive of engineering and design costs.
- F. Approval by the City of the plans and specifications for the Facilities as prepared by Developer's Engineer shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, employees, and agents for the accuracy and competency of their designs and specifications. Such approval shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the designs and specifications prepared by the consulting engineer, its agents and employees, it being the intent of the parties that approval by the City signifies the City's approval on only the general design concept of the improvements to be constructed. In this connection the Developer shall for a period of ten (10) years after the acceptance by the City of the completed construction project indemnify and hold the City and all of its officers, agents, servants and employees harmless from any loss, damage, liability or expense, on account of damage to property and injuries, including death, to all persons which may arise out of any defect, deficiency or negligence of the designs and specifications prepared by the Developer's engineer incorporated into any improvements constructed in accordance therewith, and the Developer shall defend, at its own expense, any suits or other proceedings brought against the City and its officers, agents, servants and employees, or any of them on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them or any of them in connection therewith.
- G. The actual costs for the Facilities to be constructed under this Agreement will be determined using the actual records of cost kept by the City during construction. The percentage distribution of each section of the actual construction cost between the City and the Developer (with the City's share thereof being herein called the "City Share"), for the Facilities to be constructed hereunder is shown on page I-6. Actual water main and sanitary sewer main easement acquisition costs will be shared equally between the City and the Developer.
- H. It is agreed that any deviation from the scope of work for the Facilities that would result in an increase in the total amount of Developer's Share of the cost of the Facilities must be approved in writing by the City of Fort Worth and the Developer prior to such deviation. Any approved increase in construction costs due to conditions encountered during construction shall be borne by City and Developer each in accordance with the percentages of participation outlined on page I-6. Developer shall not be obligated for any costs associated with changes in the scope of the project requested by the City, except to the extent such changes are necessary to serve Developer's property. As each Line is completed, City shall determine the actual construction costs for such Line based on actual records of costs kept in accordance with City procedures. To the extent that actual costs determined for a Line do not meet or exceed 125% of the Developer's Share of that



Line's estimated cost shown on page I-5 (the "**Developer's Share Estimated Cost**"), City shall release to Developer funds from the cash deposit equal to the difference between the Line's actual construction costs and 125% of the Line's Developer's Share Estimated Cost.



(1) WATER FACILITIES COST ESTIMATES :

	** Estimated Developer Cost	**Estimated City Cost	Total Cost
(a) 36" On-Site Water Approach to Phase 1	\$ 653,400	\$ 463,700	\$ 1,117,100
36" Off-Site Water Approach to Development	\$ -0-	\$ 862,800	\$ 862,800
24" E/ W Water To Phase 1	\$ 529,400	\$ -0-	\$ 529,400
(1c) Services 0 – single 1"	\$ -0-	\$ -0-	\$ -0-
(1d) Park Participation	\$ -0-	\$ -0-	\$ -0-
Sub-Totals, Water	\$1,182,800	\$1,326,500	\$2,509,300

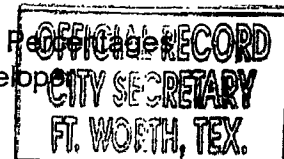
(2) SANITARY SEWER FACILITIES COST ESTIMATES:

(2a) 24" & 18" On-Site Sewer	\$ 349,000	\$ 98,000	\$ 447,000
(2b) 27" Off-Site Sewer Approach to Development	\$ 152,250	\$ 259,550	\$ 411,800
(2c) Easements	\$ -0-	\$ -0-	\$ -0-
(2d) Services (0 -4")	\$ -0-	\$ -0-	\$ -0-
(2e) Park Participation	\$ -0-	\$ -0-	\$ -0-
Sub-Totals, Sewer	\$ 501,250	\$ 357,550	\$ 858,800

**(3) TOTAL
CONSTRUCTION COST:** \$1,684,050 \$1,684,050 \$ 3,368,100

**(4) CONSTRUCTION
INSPECTION FEE :** \$ 33,681 \$ 33,681 \$ 67,362

** Estimates Only -see Page I- 6 for actual City and Developer Cost Report
 Easement costs to be shared equally between the City and the Developer



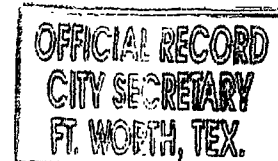
CITY and DEVELOPER PARTICIPATION BREAK-DOWN

PROJECT NAME: CHAPEL HILL of FORT WORTH

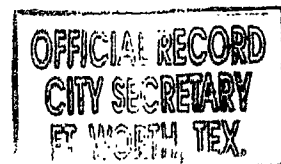
<u>Line Section</u>	<u>ESTIMATED CITY COST</u>	<u>City %</u>	<u>Developer %</u>
I. Off-Site Sewer Line Costs City Upsize 18" to 27"	\$259,550	(63%)	(37%)
II. Off-site 36" Water Line Costs	\$862,800	(100%)	(0%)
III. On-Site Sewer Approach to Phase 1 City Upsize 12" to 18" and 15" to 24"	\$ 98,000	(21.9	(78.1%)
IV. On-Site Water Line Approach to Phase 1 City Upsize 24" to 36" Lines	\$463,700	(41.5%)	(58.5%)

Easement costs to be shared equally between the City and the Developer.

TOTAL CITY ESTIMATED PARTICIPATION FOR WATER DEPARTMENT = \$1,684,050



- I. The construction of the Facilities for which this Agreement provides shall be completed within five (5) years from the date hereof with the exception of any delays by the City in the acquisition of easements or in the bidding and award of the construction contracts which shall extend this time frame accordingly. Refunds due to Developer from collection of front foot charges", as defined in the Policy for the "INSTALLATION OF COMMUNITY FACILITIES" adopted in March 2001 on water and sanitary sewer mains, shall be made for a period of ten (10) years commencing on the date that approach mains are accepted by the Director of the City of Fort Worth's Water Department. If less than 70% of the eligible collections due to the Developer have been collected, the Developer may request in writing and receive an extension of up to an additional 10 years for collection of front foot charges. Developer acknowledges that under current City policies, the only facilities to be conducted pursuant to this Agreement that are eligible for refunds due to "front foot charges" are the off-site sanitary sewer facilities.
- J. The Developer may assign this Agreement to a new owner/developer with the written consent of the City, which consent shall be executed in recordable form and shall not be unreasonably withheld. An assignment to an Affiliate of Developer, hereinafter defined, shall not require such written consent. For purposes of this paragraph J., "Affiliate of Developer" shall mean all companies under common control with, controlled by, or controlling Developer. For purposes of this definition, "control" means 50% or more of the ownership determined by either value or vote. Any assignment shall be in writing, and shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in this Agreement. Upon execution and delivery of such assignment to the City, the assignor shall be released from any further obligations under this Agreement, and City shall look solely to the assignee for performance of duties and obligations pursuant to this Agreement. Notwithstanding the foregoing, any such assignment may make separate provisions for the assignment of the rights to reimbursement or the refunding of front foot charges pursuant to this Agreement.
- K. Venue of any action brought hereunder shall be in Fort Worth, Tarrant County, Texas.

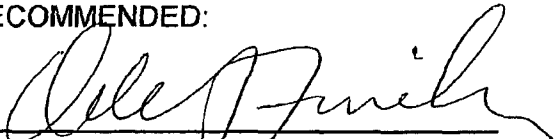


IN TESTIMONY WHEREOF, the City of Fort Worth has caused this instrument to be executed in quadruplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in quadruplicate, at Fort Worth, Texas this the 29th day of September, 2002.


APPROVED AS TO FORM AND LEGALITY:


Assistant City Attorney

RECOMMENDED:


Dale A. Fisseler, P.E.
Water Department Director

ATTEST:


Gloria Pearson
City Secretary

CITY OF FORT WORTH, TEXAS:

By: 
Marc Ott
Assistant City Manager

Developer:

Chapel Hill Venture, L.L.L.P., a Georgia limited liability limited partnership

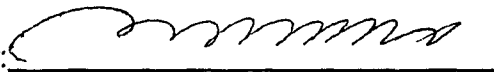
By: Chapel Hill (Fort Worth) AIP III, L.L.L.P., a Georgia limited liability limited partnership, as sole general partner

By: Avanti Capital Associates, a Florida joint venture (formerly known as Avanti Properties Group, J.V., a Florida joint venture), as sole general partner

By: Avanti Management Partners, J.V., a Florida joint venture, as sole managing venturer

By: Avanti Development Corporation, a Florida corporation, as sole managing venturer

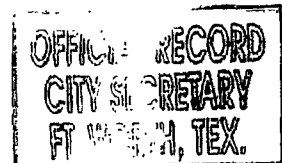
C-19148
Contract Authorization
7/9/02
Date

By: 

(CORPORATE SEAL)

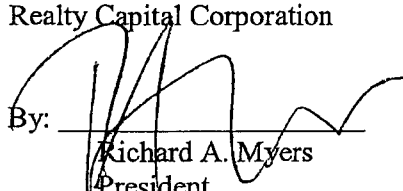
Name: MALVIN SHAPIRO

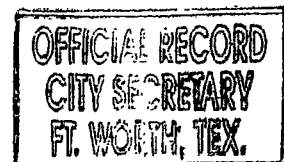
Title: VP

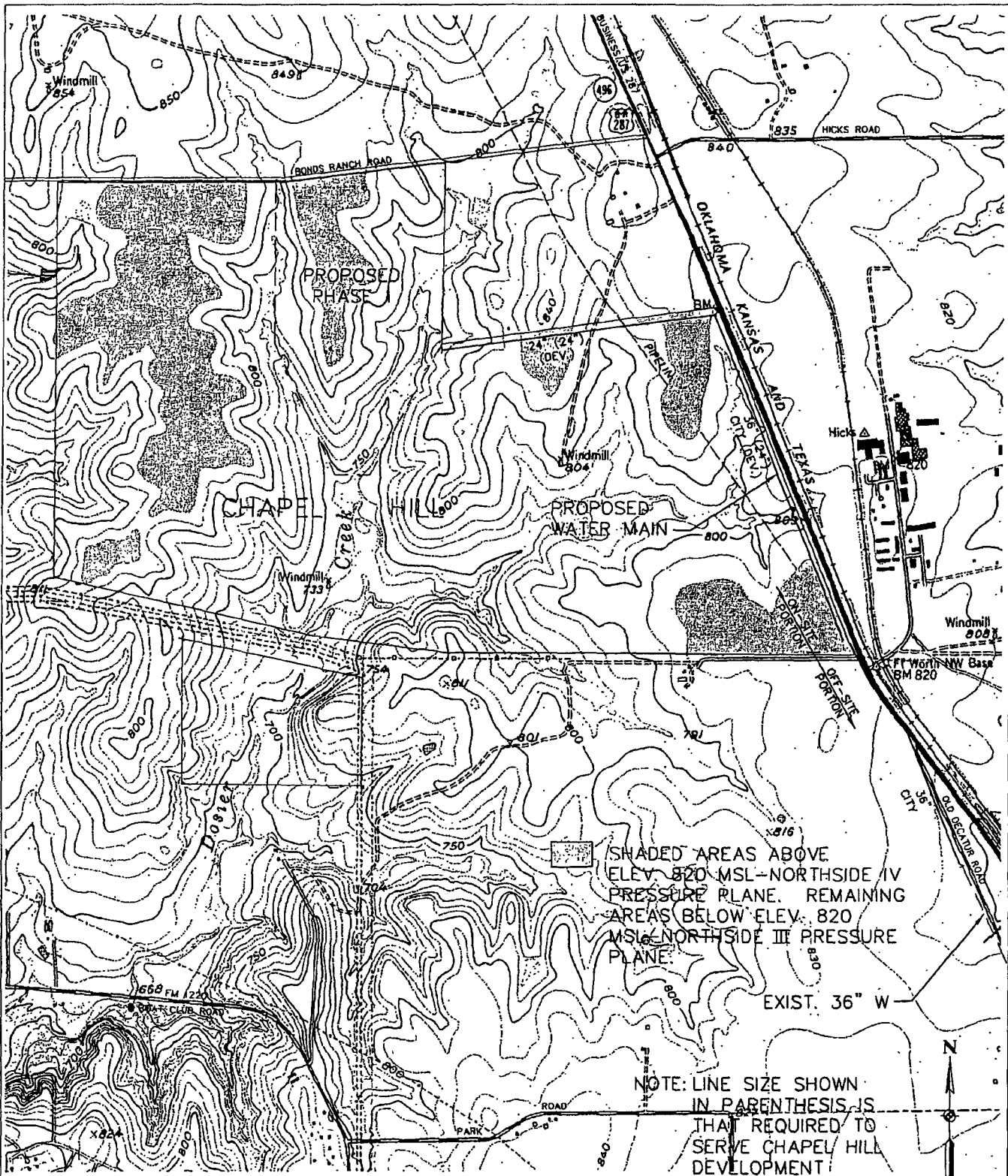


Developer:

Realty Capital Corporation

By: 
Richard A. Myers
President





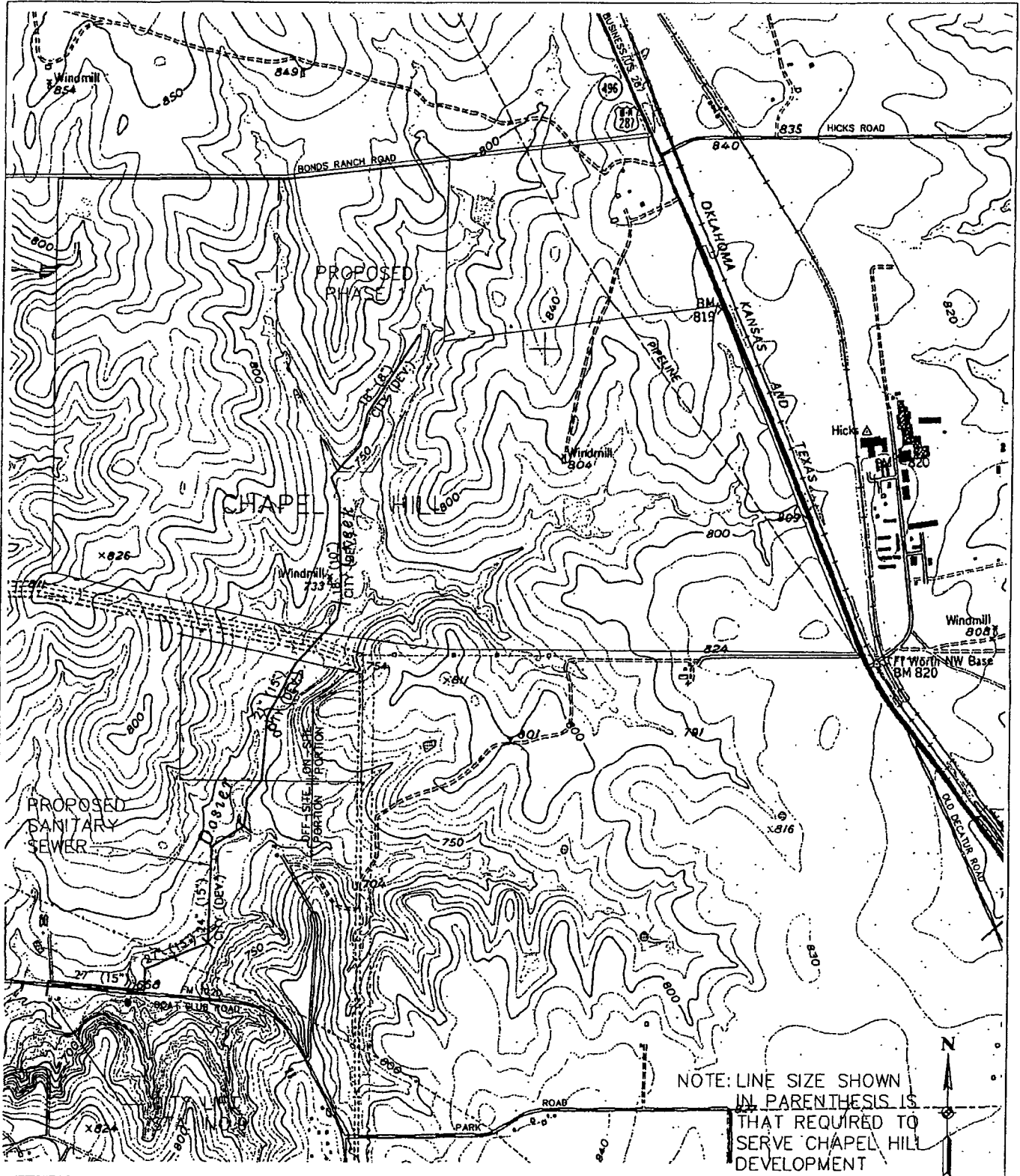
DATE: 08/29/02
 DRAWN BY: YZW
 DESIGNED BY: CPS
 CHECKED BY: CPS
 PROJ. NO. 03-0774-02
 SHEET: EXHIBIT A

PRELIMINARY WATER LINE ALIGNMENT

Chapel Hill OF FORT WORTH, TEXAS

REALTY CAPITAL CORP.
 1111 S. MAIN STREET, SUITE 200
 GRAPEVINE, TEXAS 76051
 PH (817) 488-4200

OFFICIAL RECORD
 HULL-ZOLLER ARCHITECTURE
 500 W. 7TH ST., SUITE 200
 FORT WORTH, TEXAS 76102
 Phone: (817) 335-1025 Fax: (817) 335-1025



NOTE: LINE SIZE SHOWN
 IN PARENTHESIS IS
 THAT REQUIRED TO
 SERVE CHAPEL HILL
 DEVELOPMENT

DATE: 08/29/02
 DRAWN BY: YZW
 DESIGNED BY: CPS
 CHECKED BY: CPS
 PROJ. NO. 03-0774-02
 SHEET: EXHIBIT A-1

PRELIMINARY SANITARY SEWER ALIGNMENT

Chapel Hill OF FORT WORTH, TEXAS

REALTY CAPITAL CORP.
 1111 S. MAIN STREET, SUITE 200
 GRAPEVINE, TEXAS 76051
 PH (817) 488-4200

OFFICIAL RECORDARS
 HUB-ZONE ENGINEERING & ARCHITECTURE
 500 W. BRIDGES ST. FORT WORTH, TEXAS 76102
 Phone (817) 335-3000 Fax (817) 335-1025
 F.T. WORTH, TEX.

City of Fort Worth, Texas
Mayor and Council Communication

DATE 7/9/02	REFERENCE NUMBER C-19148	LOG NAME 60REALTY	PAGE 1 of 2
SUBJECT	APPROVAL OF COMMUNITY FACILITIES AGREEMENT WITH REALTY CAPITAL CORPORATION FOR CONSTRUCTION OF WATER AND SEWER SERVICES TO SERVE CHAPEL HILL ADDITION, PHASE 1		

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute a Community Facilities Agreement with Realty Capital Corporation for the installation of water and sewer services to serve Chapel Hill Addition, a future commercial and residential development on Bond's Ranch Road, west of FM156 in far northwest Fort Worth.

DISCUSSION:

Realty Capital Corporation, the developer of Chapel Hill Addition, 1,340 acres of commercial and residential development, has executed a proposed contract for community facilities to serve a development located in far northwest Fort Worth on Bonds Ranch Road, west of FM156. Additional developments in the immediate vicinity include the Bonds Ranch development, Sendera Ranch, and other areas within the Fort Worth CCN (Certificate of Convenience and Necessity) area, which are expected to benefit by the extension of these water and sewer lines.

The total cost for the water and sewer improvements for this development is \$3,368,100 plus inspection fees. City participation in water and sewer mains is based on oversizing to increase pipe capacity to serve the undeveloped areas and the City's previous plans to construct water utilities for the other developments described above. The developer and the City's estimated costs for water and sewer improvements are shown below:

<u>PROJECT COST</u>	<u>DEVELOPER</u>	<u>CITY</u>	<u>TOTAL</u>
Water	\$1,182,800	\$1,326,500	\$2,509,300
Sewer	\$ 501,250	\$ 357,550	\$ 858,800
Easements	-0-	-0-	-0-
Inspection	\$ 33,681	\$ 33,681	\$ 67,362
TOTAL	\$1,717,731	\$1,717,731	\$3,435,462

This development is located in COUNCIL DISTRICT 7.

City of Fort Worth, Texas

Mayor and Council Communication

DATE 7/9/02	REFERENCE NUMBER C-19148	LOG NAME 60REALTY	PAGE 2 of 2
SUBJECT	APPROVAL OF COMMUNITY FACILITIES AGREEMENT WITH REALTY CAPITAL CORPORATION FOR CONSTRUCTION OF WATER AND SEWER SERVICES TO SERVE CHAPEL HILL ADDITION, PHASE 1		

FISCAL INFORMATION/CERTIFICATION:

The Finance Director certifies that funds are available in the current capital budgets, as appropriated, of the Water and Sewer Capital Projects Funds.

MO:k

Submitted for City Manager's Office by:	FUND	ACCOUNT	CENTER	AMOUNT	CITY SECRETARY
Marc Ott 6122	(to)				APPROVED 07/09/02
Originating Department Head:					
Dale Fisseler 8207	(from)				
Additional Information Contact:	P161	539140	060161151070	\$1,326,500.00	
Dale Fisseler 8207	P171	539140	070171131060	\$ 357,550.00	
	P161	531350	030161151070	\$ 26,681.00	
	P171	531350	030171131060	\$ 7,000.00	

CCN Area 3
Contract No. 31607
Walsh Ranch Phase 2 Amendment
AMENDMENT NO. 1

STATE OF TEXAS δ

CITY SECRETARY CONTRACT NO. 31607
(No M&C Needed)

COUNTY OF TARRANT δ

WHEREAS, the City of Fort Worth (City) and Halff & Associates Inc. (Engineer) made and entered into City Secretary Contract No. 29091, (the Contract) which was authorized by the City Council by M&C C-19730 on the 26th day of August 2003; and

WHEREAS, the Contract involves engineering services for the following project:

Walsh Ranch Sewer Main Extension, Phases II and III

WHEREAS, it has become necessary to execute Amendment No. 1 to said Contract to include an increased scope of work and revised maximum fee;

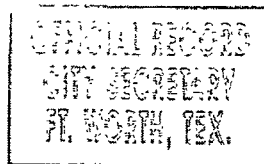
NOW THEREFORE, City and Engineer, acting herein by and through their duly authorized representatives, enter into the following agreement which amends the Contract:

1.

Article I of the Contract is amended to include the additional engineering services specified in a proposal letter dated February 17, 2005, a copy of which is attached hereto and incorporated herein. The cost to City for the additional design services to be performed by Engineer total \$12,100.00.

2.

Article II of the Contract is amended to provide for an increase in the maximum fee to be paid to Engineer for all work and services performed under the Contract, as amended, so that the total fee paid by the City for all work and services shall not exceed the sum of \$374,120.00.



ORIGINAL

3.

All other provisions of the Contract which are not expressly amended herein shall remain in full force and effect.

EXECUTED on this the 10th day of April, 2005, in Fort Worth, Tarrant County, Texas.

ATTEST:

Marty Hendrix
Marty Hendrix
City Secretary

NO M&C REQUIRED

APPROVAL RECOMMENDED:

A. Douglas Rademaker
A. Douglas Rademaker, P.E.
Director, Department of
Engineering

APPROVED:

Marc A. Ott
Marc A. Ott
Assistant City Manager

HALFF & ASSOCIATES, INC.
ENGINEER

By: Michael A. Moya

Name: Michael A. Moya, P.E., Vice President
4000 Fossil Creek Blvd.
Fort Worth, TX 76137

APPROVED AS TO FORM AND LEGALITY:

Gary Steinberger
Gary Steinberger
Assistant City Attorney

OFFICIAL RECORD
CITY SECRETARY
FT. WORTH, TEX.



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February 17, 2005
AVO 21755

Liam Conlon
City of Fort Worth
Department of Engineering
1000 Throckmorton
Fort Worth, Texas 76102

Ref: Amendment No. 1 – Sanitary Sewer Extension to Serve Walsh Ranch - Phases 2 and 3
DOE No. 4161

Dear Mr. Conlon:

In response to the City's request for additional services, Halff Associates is pleased to present this Amendment for permanent ingress/egress easements and survey. Amendment No. 1 shall include the following additional services:

- Property survey (including existing improvements) to describe additional ingress/egress easement transversing Arena property as requested by City of Fort Worth Field Operations Department.
Boundary information and required permanent sanitary sewer easements across the Javier and Robin Arena tract were included in the original contract; however, for purposes of ingress and egress to the Walsh Ranch Sanitary Sewer extension, the City has requested an additional taking along the existing driveway on the property. As the driveway is not along a property line, Halff Associates, Inc. is proposing to perform field surveys to tie the location of the proposed ingress route, locate all existing improvements, and provide legal descriptions and exhibits of the requested ingress/egress route. **Proposed Fee: \$4,000.00**
- Five (5) easement documents, including metes and bounds descriptions and exhibits, prepared in the Fort Worth format (these 5 easements are in addition to the 18 easement documents included in the original contract).
For purposes of ingress and egress to the Walsh Ranch Sanitary Sewer extension, the City has requested ingress/egress across an existing low water crossing on property adjacent to the Arena tract. Boundary information regarding the adjacent properties is outside the scope of the original contract. The low water route involves five (5) separate properties; Albon Head, Debra Faye Johnson Head, John and Mary Lowery, Mary's Creek Properties LLP, and Donald and Joan Pengelly. To produce ingress/egress easements across these properties, Halff Associates, Inc. is proposing to perform field surveys to tie the Lowery and the Pengelly property (other properties were tied as part of previous field surveys), locate all existing improvements, and provide legal descriptions and exhibits of the requested ingress/egress route. **Proposed Fee: \$8,100.00**

A summary of the proposed budget for this revised amendment is as follows:

Property Survey, exhibits and legal description Arena tract (additional ingress/egress)	\$4,000
Boundary Survey, exhibits and legal description for low water crossing (5 tracts)	\$8,100
TOTAL PROPOSED AMENDMENT NO. 1	\$12,100

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Half Associates

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Please review the enclosed information and do not hesitate to call me if you have any questions or require additional information regarding this proposal and our proposed M/WBE utilization for the referenced project.

Sincerely,
HALFF ASSOCIATES, INC.

Michael A. Moya, P.E.
Vice President

cc: Tony Sholola, P.E.

CITY OF FORT WORTH, TEXAS
STANDARD AGREEMENT FOR ENGINEERING SERVICES

CITY SECRETARY
CONTRACT NO. 29091

This AGREEMENT is between the City of Fort Worth (the "CITY"), and Halff Associates, Inc., (the "ENGINEER"), for a PROJECT generally described as: Walsh Ranch Sewer Main Extension, Phases II and III.

Article I

Scope of Services

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- A. The Scope of Services is set forth in Attachment A.

Article II

Compensation

- A. The ENGINEER's compensation is set forth in Attachment B.

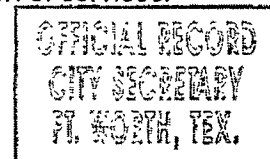
Article III

Terms of Payment

Payments to the ENGINEER will be made as follows:

- A. Invoice and Payment
- (1) The Engineer shall provide the City sufficient documentation to reasonably substantiate the invoices.
 - (2) The ENGINEER will issue monthly invoices for all work performed under this AGREEMENT. Invoices are due and payable within 30 days of receipt.
 - (3) Upon completion of services enumerated in Article I, the final payment of any balance will be due within 30 days of receipt of the final invoice.
 - (4) In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.
 - (5) If the CITY fails to make payment in full to ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, the ENGINEER shall have no liability to CITY for delays or damages caused the CITY because of such suspension of services.

ORIGINAL



Article IV

Obligations of the Engineer

Amendments to Article IV, if any, are included in Attachment C.

A. General

The ENGINEER will serve as the CITY's professional engineering representative under this Agreement, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

B. Standard of Care

The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed in the State of Texas by professional engineers or consultants performing the same or similar services at the time such services are performed.

C. Subsurface Investigations

- (1) The ENGINEER shall advise the CITY with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The ENGINEER shall also advise the CITY concerning the results of same. Such surveys, tests, and investigations shall be furnished by the CITY, unless otherwise specified in Attachment A.
- (2) In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of the ENGINEER.

D. Preparation of Engineering Drawings

The ENGINEER will provide to the CITY the original drawings of all plans in ink on reproducible plastic film sheets, or as otherwise approved by CITY, which shall become the property of the CITY. CITY may use such drawings in any manner it desires; provided, however, that the ENGINEER shall not be liable for the use of such drawings for any project other than the PROJECT described herein.

E. Engineer's Personnel at Construction Site

- (1) The presence or duties of the ENGINEER's personnel at a construction site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to the CITY and/or the CITY's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.
- (2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the PROJECT, when completed, will be in accordance with the Contract Documents, nor shall anything in the Contract Documents or the agreement between CITY and ENGINEER be construed as requiring ENGINEER to make exhaustive or continuous on-site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the PROJECT. If, for any reason, the ENGINEER should make an on-site observation(s), on the basis of such on-site observations, if any, the ENGINEER shall endeavor to keep the CITY informed of any deviation from the Contract Documents coming to the actual notice of ENGINEER regarding the PROJECT.
- (3) When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the ENGINEER shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the Contract Documents.

F. Opinions of Probable Cost, Financial Considerations, and Schedules

- (1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.
- (2) In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, the ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality

of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

G. Construction Progress Payments

Recommendations by the ENGINEER to the CITY for periodic construction progress payments to the construction contractor will be based on the ENGINEER's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the ENGINEER to ascertain that the construction contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that the ENGINEER has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the CITY and the construction contractor that affect the amount that should be paid.

H. Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. The ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

I. Minority and Woman Business Enterprise (M/WBE) participation

In accord with City of Fort Worth Ordinance No. 15530, the City has goals for the participation of minority business enterprises and woman business enterprises in City contracts. Engineer acknowledges the M/WBE goal established for this contract and its commitment to meet that goal. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by the Engineer may result in the termination of this agreement and debarment from participating in City contracts for a period of time of not less than three (3) years.

J. Right to Audit

- (1) ENGINEER agrees that the CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of the ENGINEER involving transactions relating to this contract. ENGINEER agrees that the CITY shall have access during normal working hours to all necessary ENGINEER facilities and shall be provided adequate

and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CITY shall give ENGINEER reasonable advance notice of intended audits.

- (2) ENGINEER further agrees to include in all its subconsultant agreements hereunder a provision to the effect that the subconsultant agrees that the CITY shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such subconsultant, involving transactions to the subcontract, and further, that the CITY shall have access during normal working hours to all subconsultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this article together with subsection (3) hereof. CITY shall give sub-consultant reasonable advance notice of intended audits.
- (3) ENGINEER and subconsultant agree to photocopy such documents as may be requested by the CITY. The CITY agrees to reimburse ENGINEER for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

K. ENGINEER's Insurance

- (1) Insurance coverage and limits:

ENGINEER shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the PROJECT:

Commercial General Liability
\$1,000,000 each occurrence
\$1,000,000 aggregate

Automobile Liability
\$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis). Coverage shall be on any vehicle used in the course of the PROJECT.

Worker's Compensation
Coverage A: statutory limits
Coverage B: \$100,000 each accident
\$500,000 disease - policy limit
\$100,000 disease - each employee

Professional Liability
\$1,000,000 each claim/annual aggregate

- (2) Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be delivered to the CITY prior to ENGINEER proceeding with the PROJECT.
- (a) Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
 - (b) Certificate(s) of insurance shall document that insurance coverage specified according to items section K.(1) and K.(2) of this agreement are provided under applicable policies documented thereon.
 - (c) Any failure on part of the CITY to request required insurance documentation shall not constitute a waiver of the insurance requirements.
 - (d) A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto ENGINEER's insurance policies. Notice shall be sent to the respective Department Director (by name), City of Fort Worth, 1000 Throckmorton, Fort Worth, Texas 76102.
 - (e) Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by the CITY; and, such insurers shall be acceptable to the CITY in terms of their financial strength and solvency.
 - (f) Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the CITY in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must be also approved. Dedicated financial resources or letters of credit may also be acceptable to the City.
 - (g) Applicable policies shall each be endorsed with a waiver of subrogation in favor of the CITY as respects the PROJECT.
 - (h) The City shall be entitled, upon its request and without incurring expense, to review the ENGINEER's insurance policies including endorsements thereto and, at the CITY's discretion, the ENGINEER may be required to provide proof of insurance premium payments.
 - (i) The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the CITY approves such exclusions.

- (j) The Professional Liability insurance policy, if written on a claims made basis shall be maintained by the ENGINEER for a minimum two (2) year period subsequent to the term of the respective PROJECT contract with the CITY unless such coverage is provided the ENGINEER on an occurrence basis.
- (k) The CITY shall not be responsible for the direct payment of any insurance premiums required by this agreement. It is understood that insurance cost is an allowable component of ENGINEER's overhead.
- (l) All insurance required in section K., except for the Professional Liability insurance policy, shall be written on an occurrence basis in order to be approved by the CITY.
- (m) Subconsultants to the ENGINEER shall be required by the ENGINEER to maintain the same or reasonably equivalent insurance coverage as required for the ENGINEER. When subconsultants maintain insurance coverage, ENGINEER shall provide CITY with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subconsultant's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by ENGINEER of the Agreement.

L. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY.

M. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this contract and prior to final payment under the contract.

N. Asbestos or Hazardous Substances

- (1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.
- (2) If asbestos or other hazardous substances are suspected, the ENGINEER will, if requested, assist the CITY in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

O. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this Agreement was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this Agreement which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

Article V

Obligations of the City

Amendments to Article V, if any, are included in Attachment C.

A. City-Furnished Data

The CITY will make available to the ENGINEER all technical data in the CITY's possession relating to the ENGINEER's services on the PROJECT. The ENGINEER may rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Access to Facilities and Property

The CITY will make its facilities accessible to the ENGINEER as required for the ENGINEER's performance of its services and will provide labor and safety equipment as required by the ENGINEER for such access. The CITY will perform, at no cost to the ENGINEER, such tests of equipment, machinery, pipelines, and other components of the CITY's facilities as may be required in connection with the ENGINEER's services. The CITY will be responsible for all acts of the CITY's personnel.

C. Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, the CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for the ENGINEER's services or PROJECT construction.

D. Timely Review

The CITY will examine the ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other

consultants as the CITY deems appropriate; and render in writing decisions required by the CITY in a timely manner in accordance with the project schedule in Attachment A.

E. Prompt Notice

The CITY will give prompt written notice to the ENGINEER whenever CITY observes or becomes aware of any development that affects the scope or timing of the ENGINEER's services or of any defect in the work of the ENGINEER or construction contractors.

F. Asbestos or Hazardous Substances and Indemnification

- (1) To the maximum extent permitted by law, the CITY will indemnify and release ENGINEER and its officers, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to; attorney's fees and litigation expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on or from the PROJECT. Nothing contained herein shall be construed to require the CITY to levy, assess or collect any tax to fund this indemnification.
- (2) The indemnification and release required above shall not apply in the event the discharge, release or escape of hazardous substances, contaminants, or asbestos is a result of ENGINEER'S negligence or if such hazardous substance, contaminant or asbestos is brought onto the PROJECT by ENGINEER.

G. Contractor Indemnification and Claims

The CITY agrees to include in all construction contracts the provisions of Article IV.E. regarding the ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of the CITY and the ENGINEER for contractor's negligence.

H. Contractor Claims and Third-Party Beneficiaries

- (1) The CITY agrees to include the following clause in all contracts with construction contractors and equipment or materials suppliers:

"Contractors, subcontractors and equipment and materials suppliers on the PROJECT, or their sureties, shall maintain no direct action against the ENGINEER, its officers, employees, and subcontractors, for any claim arising out of, in connection with, or resulting from the engineering services performed. Only the CITY will be the beneficiary of any undertaking by the ENGINEER."

- (2) This AGREEMENT gives no rights or benefits to anyone other than the CITY and the ENGINEER and there are no third-party beneficiaries.
- (3) The CITY will include in each agreement it enters into with any other entity or person regarding the PROJECT a provision that such entity or person shall have no third-party beneficiary rights under this Agreement.
- (4) Nothing contained in this section V.H. shall be construed as a waiver of any right the CITY has to bring a claim against ENGINEER.

I. CITY's Insurance

- (1) The CITY may maintain property insurance on certain pre-existing structures associated with the PROJECT.
- (2) The CITY will ensure that Builders Risk/Installation insurance is maintained at the replacement cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.
- (3) The CITY will specify that the Builders Risk/Installation insurance shall be comprehensive in coverage appropriate to the PROJECT risks.

J. Litigation Assistance

The Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY. In the event CITY requests such services of the ENGINEER, this AGREEMENT shall be amended or a separate agreement will be negotiated between the parties.

K. Changes

The CITY may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect the ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT with appropriate CITY approval.

Article VI

General Legal Provisions

Amendments to Article VI, if any, are included in Attachment C.

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The final designs, drawings, specifications and documents shall be owned by the CITY.

C. Force Majeure

The ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the ENGINEER.

D. Termination

- (1) This AGREEMENT may be terminated only by the City for convenience on 30 days' written notice. This AGREEMENT may be terminated by either the CITY or the ENGINEER for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance with 5 days of written notice and diligently complete the correction thereafter.
- (2) If this AGREEMENT is terminated for the convenience of the City, the ENGINEER will be paid for termination expenses as follows:
 - a.) Cost of reproduction of partial or complete studies, plans, specifications or other forms of ENGINEER'S work product;
 - b.) Out-of-pocket expenses for purchasing storage containers, microfilm, electronic data files, and other data storage supplies or services;
 - c.) The time requirements for the ENGINEER'S personnel to document the work underway at the time the CITY'S termination for convenience so that the work effort is suitable for long time storage.
- (3) Prior to proceeding with termination services, the ENGINEER will submit to the CITY an itemized statement of all termination expenses. The CITY'S approval will be obtained in writing prior to proceeding with termination services.

E. Suspension, Delay, or Interruption to Work

The CITY may suspend, delay, or interrupt the services of the ENGINEER for the convenience of the CITY. In the event of such suspension, delay, or interruption, an equitable adjustment in the PROJECT's schedule, commitment and cost of the ENGINEER's personnel and subcontractors, and ENGINEER's compensation will be made.

F. Indemnification

- (1) The ENGINEER agrees to indemnify and defend the CITY from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of the ENGINEER, its employees, officers, and subcontractors in connection with the PROJECT.
- (2) If the negligence or willful misconduct of both the ENGINEER and the CITY (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the ENGINEER and the CITY in proportion to their relative degrees of negligence or willful misconduct as determined pursuant to T.C.P. & R. Code, section 33.011(4) (Vernon Supplement 1996).

G. Assignment

Neither party shall assign all or any part of this AGREEMENT without the prior written consent of the other party.

H. Interpretation

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification. Parties mean the CITY and the ENGINEER, and their officers, employees, agents, and subcontractors.

I. Jurisdiction

The law of the State of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. The venue for any litigation related to this AGREEMENT shall be Tarrant County, Texas.

J. Alternate Dispute Resolution

- (1) All claims, disputes, and other matters in question between the CITY and ENGINEER arising out of, or in connection with this Agreement or the PROJECT, or any breach of any obligation or duty of CITY or ENGINEER hereunder, will be submitted to mediation. If mediation is unsuccessful, the claim, dispute or other matter in question shall be submitted to arbitration if both parties acting reasonably agree that the amount of the dispute is likely to be less than \$50,000, exclusive of attorney's fees, costs and expenses. Arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or other applicable rules of the Association then in effect. Any award rendered by the arbitrators less than

\$50,000, exclusive of attorney's fees, costs and expenses, will be final, judgment may be entered thereon in any court having jurisdiction, and will not be subject to appeal or modification except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sections 10 and 11).

- (2) Any award greater than \$50,000, exclusive of attorney's fees, costs and expenses, may be litigated by either party on a de novo basis. The award shall become final ninety (90) days from the date same is issued. If litigation is filed by either party within said ninety (90) day period, the award shall become null and void and shall not be used by either party for any purpose in the litigation.

K. Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Articles V.F., VI.B., VI.D., VI.H., VI.I., and VI.J. shall survive termination of this AGREEMENT for any cause.

L. Observe and Comply

ENGINEER shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this AGREEMENT and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. ENGINEER agrees to defend, indemnify and hold harmless CITY and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.