

DEVELOPMENT AGREEMENT
Chartwell Drive
Improvements to the City of Coppell, Texas

This is an agreement between the City of Coppell, Texas, hereinafter referred to as the “City”, and The Billingsley Company, hereinafter referred to as “Developer”, with regard to property described in Exhibit “A”, which is attached and incorporated herein, hereinafter referred to as the “Property”, to provide for the installation of certain improvements located therein, and thereto, and is hereinafter referred to as the “Agreement”.

I. GENERAL REQUIREMENTS

- A. It is agreed and understood by the parties hereto that the Developer shall employ a civil engineer licensed to practice engineering in the State of Texas for the design and preparation of the plans and specifications for the construction of all improvements covered by this Agreement. The plans and specifications are subject to the review and final approval of the City Engineer, whose decision shall be final.
- B. The Developer through its contractor(s) agrees to furnish to the City a good and sufficient maintenance bond. Such maintenance bond(s), will be for a period of two (2) years and will be issued prior to the final City acceptance of the Improvements. The City will be named as the beneficiary if the contractors fail to perform any required maintenance.
- C. It is further agreed and understood by the parties hereto that upon acceptance by the City, title to all improvements mentioned herein above which are intended to be public improvements shall be vested in the City, and Developer hereby relinquishes any right, title, or interest in and to said improvements or any part thereof. It is further understood and agreed that until the City accepts such improvements, the City shall have no liability or responsibility in connection with any such improvements. Acceptance of the improvements for this provision and for the entire Agreement shall occur at such time that the City, through its Mayor or his duly appointed representative, provides Developer with a written acknowledgement that all improvements are complete, have been inspected and approved.
- D. On the street improvements described in Exhibit “B”, which is attached and incorporated herein, City agrees to pay the amounts detailed in accordance with the schedule in Exhibit “C”, which is attached and incorporated herein.

Any guarantee of payment instrument submitted by the Developer or Contractor on a form other than the one which has been previously approved by the City as

“acceptable” shall be submitted to the City Attorney and this Agreement shall not be considered in effect until such City Attorney has approved the instrument. Approval by the City Attorney shall not be unreasonably withheld or delayed.

- E. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City, through the City Secretary, shall retain the right to reject any surety company as a surety for any work under this or any other Developer’s Agreement within the City regardless of such company’s authorization to do business in Texas. Approval by the City shall not be unreasonably withheld or delayed.
- F. The Developer agrees to fully comply with the terms and conditions of all other applicable development regulations and ordinances of the City as of the date of the initial agreement.
- G. The Developer agrees that the completed project will be constructed in conformance with the approved Construction Plans and other permits or regulatory authorizations granted during the review process.
 - 1. All street improvements will be subject to inspection and approval by the City. No work will begin on any street included herein prior to complying with the requirements contained elsewhere in this Agreement. All water, sanitary sewer, and storm drainage utilities which are anticipated to be installed within the street or within the street right-of-way will be completed prior to the commencement of street construction on the specific section of street in which the utility improvements have been placed or for which they are programmed. It is understood by and between the Developer and the City that this requirement is aimed at substantial compliance with the majority of the pre-planned improvements.

It is understood that in every construction project a decision later may be made to realign a line or service which may occur after construction has commenced. The Developer has agreed to advise the City Engineer and Director of Public Works as quickly as possible when such a need has been identified and to work cooperatively with the City to make such utility change in a manner that will be least disruptive to street construction or stability.

II.

A. EROSION CONTROL

During construction of the street and after the streets have been installed, the Developer agrees to keep the streets free from soil build-up. The Developer agrees to use soil control measures such as hay bales, silt screening, hydromulch, etc., to prevent soil erosion, all in accordance with applicable codes. It will be the Developer’s responsibility to present to the City Engineer and the Director of

Public Works a Storm Water Pollution Prevention Plan (SWPPP) that will be implemented for these Improvements. When in the opinion of the Director of Public Works there is sufficient soil build-up on the streets or other drainage areas and notification has been given to the Developer, the Developer will have five (5) business days to clear the soil from the affected areas. If the Developer does not remove the soil within five (5) business days, the City may cause the soil to be removed either by contract or City forces and place the soil within the Improvements at the contractor's expense. All fees owed to the City will be collected prior to acceptance of the Improvements.

A Pre-Construction Meeting to be held with all Contractors, major Sub-Contractors, Utilities and appropriate Government Agencies.

III GENERAL PROVISIONS

A. INDEMNIFICATION

DEVELOPER COVENANTS AND AGREES TO INDEMNIFY AND DOES HEREBY INDEMNIFY, HOLD HARMLESS AND DEFEND CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, (INCLUDING, WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS), ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE CONSTRUCTION, MAINTENANCE, AND REPAIRS, IF ANY, OF SAID IMPROVEMENT OR IMPROVEMENTS IN ACCORDANCE WITH APPLICABLE CODE PROVISIONS, AND SHALL FURTHER BE LIABLE FOR INJURY OR DAMAGE TO CITY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF DEVELOPER, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES.,

DEVELOPER AGREES TO INDEMNIFY THE CITY, ITS OFFICERS AND EMPLOYEES FOR ANY DAMAGES, CLAIMS OR LIABILITIES ARISING FROM THE NEGLIGENT ACT OR OMISSION, OR OF THE CONCURRENT NEGLIGENT ACT OR OMISSION, OF THE DEVELOPER, ITS OFFICERS AND EMPLOYEES IN THE COURSE OF PERFORMING THIS AGREEMENT.

- B. Venue of any action brought hereunder shall be in Dallas County, Texas. The laws of the State of Texas shall apply.

- C. Approval by the City Engineer, Director of Public Works or other City employee of any plans, designs or specifications submitted by the Developer pursuant to this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design 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 design and specifications prepared by the consulting engineer, his officers, agents, servants or employees, it being the intent of the parties that approval by the City Engineer, Director of Public Works or other City employee 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 two (2) years after the acceptance by the City of the completed construction project, indemnify and hold harmless the City, its officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officers, agents, servants or 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 with herewith.
- D. This Agreement or any part herein, or any interest herein, shall not be assigned by the Developer without the express written consent of the City Council.

DEVELOPER: _____

By: _____

Title: _____

Address: _____

STATE OF TEXAS

COUNTY OF DALLAS

On _____, before me, a Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public (SEAL)

CITY OF COPPELL, TEXAS

By: _____
City Manager

ATTEST:

City Secretary

Date: _____

Distribution of Document: Developer/Owner (Original)
 City Secretary (Original)
 City Attorney (Original)
 City Engineer (Copy)
 Director of Public Works (Copy)
 Developer's Engineer (Copy)

BEING a tract of land situated in the John L. Whitman Survey, Abstract No. 1521, City of Coppell, Texas and being a portion of Chartwell Drive, and Belt Line Road, said tract being more particularly described as follows:

BEGINNING at the northernmost end of a right-of-way corner clip at the intersection of the east right-of-way line of Beltline Road (a 120-foot wide right-of-way) and the north right-of-way line of Chartwell Drive (an 80-foot wide right-of-way);

THENCE with said right-of-way corner clip, South 45°50'38" East, a distance of 41.31 feet to the southernmost end of said right-of-way corner clip;

THENCE with the north right-of-way line of said Chartwell Drive, North 89°08'11" East, a distance of 590.84 feet to the southeast corner of a tract of land described in Special Warranty Deed to Hackbelt 27 Partners, L.P., recorded in Volume 2003167, Page 12149, Deed Records of Dallas County, Texas;

THENCE departing said north right-of-way line, South 0°31'09" East, a distance of 83.01 feet to a point in the south right-of-way line of said Chartwell Drive;

THENCE with said south right-of-way line, South 89°18'50" West, a distance of 590.15 feet to a the northernmost end of a right-of-way corner clip at the intersection of said south right-of-way line and said east right-of-way line of Belt Line Road;

THENCE with said right-of-way corner clip, South 45°08'18" West, a distance of 42.03 feet to the southernmost end of said right-of-way corner clip;

THENCE with said east right-of-way line, South 0°31'04" East, a distance of 37.63 feet to a point for corner;

THENCE departing said east right-of-way line, the following courses and distances to wit:

South 89°28'56" West, a distance of 15.02 feet to a point for corner;

North 0°39'07" West, a distance of 209.17 feet to a point for corner;

North 89°28'56" East, a distance of 15.51 feet to a point in said east right-of-way line;

THENCE with said east right-of-way line, South 0°31'04" East, a distance of 31.93 feet to the **POINT OF BEGINNING** and containing 1.261 acres or 54,950 square feet of land.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

EXHIBIT A
CHARTWELL DRIVE
CITY OF COPPELL
DALLAS COUNTY, TEXAS



**Kimley-Horn
and Associates, Inc.**

12750 Merit Drive, Suite 1000
Dallas, Texas 75251

FIRM # 101155-00

Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SRD	DAB	MAR. 2014	063973002	1 OF 2

CORDELIA BOWEN SURVEY
ABSTRACT No. 56
JOHN L. WHITMAN SURVEY
ABSTRACT No. 1521

N89°28'56"E 15.51'
S0°31'04"E 31.93'
P.O.B.
S45°50'38"E 41.31'
N89°08'11"E 590.84'
S89°18'50"W 590.151'
S45°08'18"W 42.03'
S0°31'04"E 37.63'
S89°28'56"W 15.02'

BELTLINE ROAD

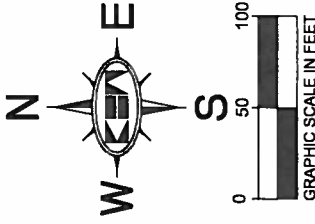
1.261 ACRES
54,950 SQ. FT.

CHARTWELL DRIVE
(FORMERLY HACKBERRY ROAD)

LOT 1, BLOCK A
CYPRESS WATERS COMMERCIAL ADDITION
PHASE 2, 2ND INSTALLMENT
INST. NO. 200600408764
O.P.R.D.C.T.

HACKBELT 27
PARTNERS, L.P.
VOL. 2003167, PG. 12149
D.R.D.C.T.

CWNS LAND, LTD.
TRACT 2
INST. NO. 201300216400
O.P.R.D.C.T.



CITY OF COPPELL
CITY OF DALLAS

CITY OF DALLAS
CITY OF IRVING

S0°31'09"E
83.01'

CITY OF COPPELL
CITY OF IRVING

LEGEND

P.O.B. = POINT OF BEGINNING
D.R.D.C.T. = DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T. = OFFICIAL PUBLIC RECORDS, DALLAS
COUNTY, TEXAS

NOTES

Bearing system based on the Texas Coordinate System of
1983, North Central Zone (4202), North American Datum of
1983.

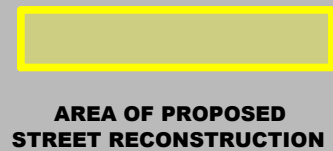
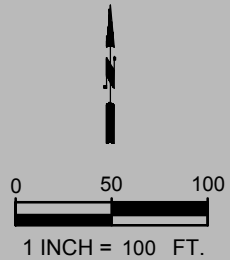
EXHIBIT A
CHARTWELL DRIVE
CITY OF COPPELL
DALLAS COUNTY, TEXAS



Kimley-Horn
and Associates, Inc.

12750 Merit Drive, Suite 1000
Dallas, Texas 75251
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	SRD	DAB	MAR. 2014	063973002	2 OF 2



**AREA OF PROPOSED
STREET RECONSTRUCTION**

CHARTWELL DRIVE STREET IMPROVEMENTS EXHIBIT B



Created on: 16 April 2014 by Scott Latta
S:\CAD\In_Design\MISC EXHIBITS\dwg\EXHIBITS 2014.dwg \TAX 2013A EXH B

Exhibit C - Cost Schedule



Mailing Address: P.O. Box 270040 Dallas, TX 75227
Physical Address: 419 E.Hwy. 80 Mesquite, TX 75150
Tel: (972) 289-0723 **Fax:** (972) 216-5637

To: THE BILLINGSLEY COMPANY
Attn: TOM HOLLAND
Re: CYPRESS WATERS CHANGE ORDER - HACKBERRY ROAD IMPROVEMENTS WITHIN COPPELL

We propose to furnish all labor, materials and equipment necessary to construct, as an independent contractor, the following described work:

ITEM	UNIT QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
DEMOLITION FOR COPPELL					
ALT	1	LS	TRAFFIC CONTROL AND BARRICADES	\$ 4,000.00	\$ 4,000.00
1	3.7	AC	CLEARING AND GRUBBING (AREA OUTSIDE OF EXISTING ROADWAY)	\$ 3,500.00	\$ 12,950.00
2	350	LF	SAWCUT (FULL DEPTH)	\$ 4.60	\$ 1,610.00
3	1,800	SY	REMOVE EXISTING ASPHALT PAVEMENT	\$ 10.75	\$ 19,350.00
4	200	SY	REMOVE EXISTING CONCRETE PAVEMENT	\$ 8.75	\$ 1,750.00
5	50	LF	REMOVE EXISTING CULVERT (SIZE VARIES)	\$ 16.00	\$ 800.00
6	4	EA	REMOVE EXISTING SIGN	\$ 175.00	\$ 700.00

SUBTOTAL - DEMOLITION FOR COPPELL: \$ 41,160.00

PAVING FOR COPPELL					
7	1	LS	MOBILIZATION	\$ 3,750.00	\$ 3,750.00
8	3,685	SY	8" LIME STABILIZED SUBGRADE	\$ 1.85	\$ 6,817.25
9	90	TN	HYDRATED LIME (48LB/SY)	\$ 155.00	\$ 13,950.00
10	3,200	SY	9" REINFORCED CONCRETE PAVEMENT (4000 PSI)	\$ 39.95	\$ 127,840.00
11	4,500	SY	MOISTURE CONDITIONING (BELOW EX GRADE, 5' BEYOND CURB LINE)	\$ 7.00	\$ 31,500.00
12	250	LF	CONSTRUCT DOWL CONNECTION BETWEEN EX AND PR ROADWAY	\$ 5.00	\$ 1,250.00
13	1,507	LF	6" INTEGRAL CONCRETE CURB	\$ 2.00	\$ 3,014.00
14	385	SF	STAMPED COLORED CONCRETE CROSSWALK	\$ 22.50	\$ 8,662.50
15	2	EA	BARRIER FREE RAMP	\$ 2,300.00	\$ 4,600.00
16	4	EA	"LANDSCAPE STYLE" BARRIER FREE RAMP	\$ 1,800.00	\$ 7,200.00
17	3,500	SY	TOPSOIL AND SOD	\$ 5.40	\$ 18,900.00
18	5,100	CY	ESIMATED EARTH MOVING (CUT + FILL)	\$ 2.85	\$ 14,535.00

SUBTOTAL - PAVING FOR COPPELL: \$ 242,018.75

ELECTRICAL / SIGNING AND MARKING FOR COPPELL					
19	2	EA	CITY OF COPPELL STANDARD PAVEMENT LEGEND	\$ 150.00	\$ 300.00
20	1,100	LF	CITY OF COPPELL STANDARD MULTILANE CHANNELIZING LINE	\$ 1.40	\$ 1,540.00
21	65	LF	CITY OF COPPELL STANDARD CROSSWALK	\$ 1.40	\$ 91.00
22	5	EA	CITY OF COPPELL STANDARD SIGN FOUNDATION	\$ 410.00	\$ 2,050.00
23	1	EA	TEXAS MUTCD APPROVED SIGN	\$ 500.00	\$ 500.00
24	4	EA	LIGHT POLE FOOTING	\$ 715.00	\$ 2,860.00
25	665	LF	2" CONDUIT	\$ 5.75	\$ 3,823.75
26	4	EA	OWNER PROVIDED LIGHT POLES	\$ 4,502.52	\$ 18,010.08

SUBTOTAL - SIGNING AND MARKING FOR COPPELL: \$ 29,174.83

EROSION CONTROL FOR COPPELL					
27	1,500	LF	SILT FENCE	\$ 1.55	\$ 2,325.00

SUBTOTAL - EROSION CONTROL FOR COPPELL: \$ 2,325.00

DETOUR FOR COPPELL					
28	499	SY	6" CONCRETE DETOUR PAVEMENT	\$ 49.75	\$ 24,825.25

SUBTOTAL - EROSION CONTROL FOR IRVING: \$ 24,825.25

SUBTOTALS SUMMARY

SUBTOTAL - DEMOLITION FOR COPPELL \$	41,160.00
SUBTOTAL - PAVING FOR COPPELL \$	242,018.75
SUBTOTAL - SIGNING AND MARKING FOR COPPELL \$	29,174.83
SUBTOTAL - EROSION CONTROL FOR COPPELL \$	2,325.00
SUBTOTAL- DETOUR FOR COPPELL \$	24,825.25
STAKING \$	4,000.00
PROJECT CLEAN UP \$	4,000.00
PROJECT TOTAL: \$	347,503.83

EXCLUSIONS & COMMENTS:

ALL TESTING IS EXCLUDED, PRICE CAN BE PROVIDED IF NEEDED
PLANT SITE TO BE PROVIDED BY OWNER
PRICE INCLUDED SAWING AND SEALING OF CONCRETE
PLEASE ADD 8.25% FOR TAXES IF NEEDED
REGRADING OF DITCHES AND OTHER EXCAVATION IS EXCLUDED
BID IS SPECIFIC TO ITEMS LISTED, NO ASSUMPTIONS TO BE MADE
NO IRRIGATION WORK IS INCLUDED
ALL WORK TO BE PERFORMED UNDER TEXAS HIGHWAY-HEAVY WAGE RATES
NO FRANCHISE UTILITY RELOCATIONS OR WORK IS INCLUDED.

BID PROPOSAL SUBMITTED BY:
TISEO PAVING CO.
419 E. HWY. 80
MESQUITE, TX 75150
(972)289-0723

SHANE PATE, ESTIMATOR

DATE