

4. Project Funding.

- a. The County shall be solely responsible for all costs associated with design and construction of the Project.

B.

MISCELLANEOUS PROVISIONS

1. Execution.

This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.

2. Governing Law.

This Agreement will be governed by the Constitution and laws of the State of Texas.

3. Successors and Assigns.

The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.

4. Headings.

The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.

5. Partial Invalidity.

If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.

6. Waiver.

Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7. Amendments.

This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.

8. Cooperation.

Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.

9. Venue.

All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.

10. Third Party Beneficiaries.

Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

11. Representations.

Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.

12. Exhibits.

All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.

13. Entire Agreement.

This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.

14. Term.

This Agreement shall automatically terminate if a construction contract is not awarded for the Project within four (4) years after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____

CITY OF ROUND ROCK, TEXAS

By: _____
Alan McGraw, Mayor

Date: _____

Bench Tree Group

107

110

University Blvd

University Blvd

University Blvd

University Blvd

ProBuild

PROJECT LOCATION

110

EXHIBIT A

