

STATE OF TEXAS

COUNTY OF WILLIAMSON

**§ DEVELOPMENT AGREEMENT
§ REGARDING
§ DETENTION POND**

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and GARDENS AT MAYFIELD, LLC ("Developer"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, the County and Developer desire to cooperate in construction of the oversizing of a detention pond to accommodate drainage detention from the construction of Arterial H; and

NOW THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the County and Developer hereby agree as follows:

A. **PURPOSE**

The purpose of this Agreement is to provide for construction of the Project, as hereafter defined.

B. **GENERAL TERMS AND CONDITIONS**

1. The Project is defined as the modification of a detention pond and associated appurtenances as shown in Exhibit "A", incorporated by reference into this Agreement.

C. **DEVELOPER'S OBLIGATIONS**

1. Developer shall construct the Project, which is estimated to cost \$353,342.50, as set forth in Change Request attached hereto as Exhibit "B", incorporated by reference into this Agreement.

2. Upon completion of the Project, Developer shall provide to the County written request for reimbursement, including proof of payment, at the address for notices set forth in Section E(6) of this Agreement.

D. **COUNTY'S OBLIGATIONS**

1. Within ten (10) days of receipt of Developer's written request for reimbursement, County shall pay to Developer an amount equal to 100% of the cost of the Project.

E. **MISCELLANEOUS PROVISIONS**

1. **Actions Performable.** The County and Developer agree that all actions to be performed under this Agreement are performable in Williamson County, Texas.

2. **Governing Law.** The County and Developer agree that this Agreement has been made under the laws of the State of Texas in effect on this date, and that any interpretation of this Agreement at a future date shall be made under the laws of the State of Texas.

3. **Severability.** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

4. **Complete Agreement.** This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

5. **Exhibits.** All exhibits attached to this Agreement are incorporated by reference and expressly made part of this Agreement as if copied verbatim.

6. **Notice.** All notices, requests or other communications required or permitted by this Agreement shall be in writing and shall be sent by (i) telecopy, with the original delivered by hand or overnight carried, (ii) by overnight courier or hand delivery, or (iii) certified mail, postage prepaid, return receipt requested, and addressed to the parties at the following addresses:

County:
County Judge
Dan A. Gattis
710 S. Main Street, Suite 101
Georgetown, TX 78626

Developer:
Gardens at Mayfield, LLC
Attn: David Blackburn
2088 Old Taylor Road
Oxford, MS 38655-5019

7. Force Majeure. Developer and the County agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

8. Assignment. This Agreement may be assigned by Developer only with the written consent of the Williamson County Commissioners Court, which shall not be unreasonably withheld. Any assignment must bind the assignee to all the terms and conditions of this Agreement, which will be recorded in the Williamson County Official Records.

9. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the County and Developer, respectively.

SIGNED as of this _____ day of _____, 2016.

(signatures on following page)

WILLIAMSON COUNTY

By: _____
Dan A. Gattis, County Judge

ATTEST:

Nancy Rister, County Clerk

GARDENS AT MAYFIELD, LLC

By: David Blackburn
David Blackburn, as Manager

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Mississippi

COUNTY OF Lafayette

This instrument was acknowledged before me on this 6 day of June, 2016, by David Blackburn, as Manager of Gardens at Mayfield, LLC whose name is subscribed to the preceding instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.



Margaret Barefoot
Signature

Margaret Barefoot
Printed Name

Notary Public, State of Texas

FILE: H:\Projects\1620 Ru Allen\10913 Gardens of Mayfield Ranch\POND MODIFICATION\CAD\SHEETS\10913-POND MODIFICATION SHEETS.dwg LAYOUT: POND LAYOUT DATE: 06/15/2015 BY: COX/BELLETTE



12.E: H:\Projects\1820 RJ Allen\10813 Cordova at Wayfield Ranch\POND MODIFICATION\CAD\SHEETS\10813-POND MODIFICATION SHEETS.dwg LAYOUT: POND SECTIONS DATE: 06/15/2015 BY: COXWELLETTE

CALCULATIONS FOR THE ORIGINAL WET POND AS PER THE GARDENS AT MAYFIELD SDP1505--002 PROJECT

INVERTED PIPE DRAWDOWN CALCULATIONS:

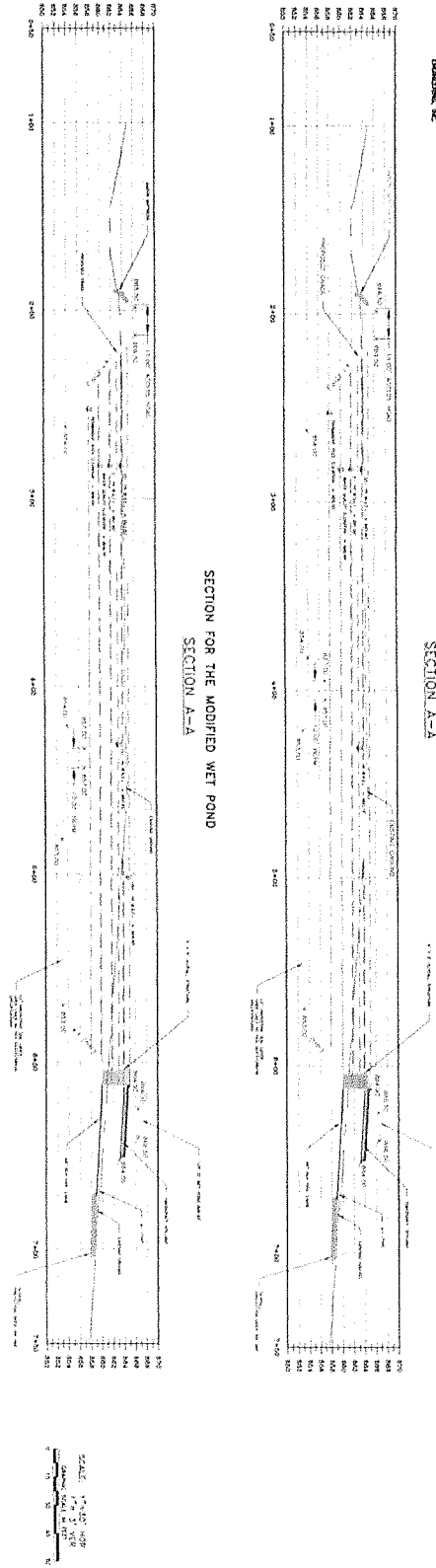
1. THE ADDRESS OF THE CARDINAL AT HARVARD WHITE COLLEGE/RECTORIA HOUSE IS IDENTIFIED BY A SIGNATURE WITH HARVARD UNIVERSITY MAIL, SENT TO THE ADDRESS IN 1941 BY CHURCH.
2. DUE TO CONSTRUCTION TARDY AND SECONDARY BETWEEN THE CARDINAL IN HARVARD AND CHURCH (OF CHURCH), THE ADDRESS PAGE MAY BE CONNECTED TO THE FINAL CONNECTION OF CHURCH.
3. THE ADDRESS OF THE WHITE AND COLLEGE OF HARVARD COLLEGE AND THE ADDRESS OF THE ADDRESS PAGE, BETWEEN THE HARVARD COLLEGE ADDRESS IN HARVARD COLLEGE, THE ADDRESS PAGE HAS BEEN RECEIVED BASED ON THESE CALCULATIONS AND THAT, FROM RECORD FROM HARVARD, JOHN A. ASSOCIATE, HARVARD, 1942.

CALCULATIONS FOR THE MODIFIED WET POND
 POND:

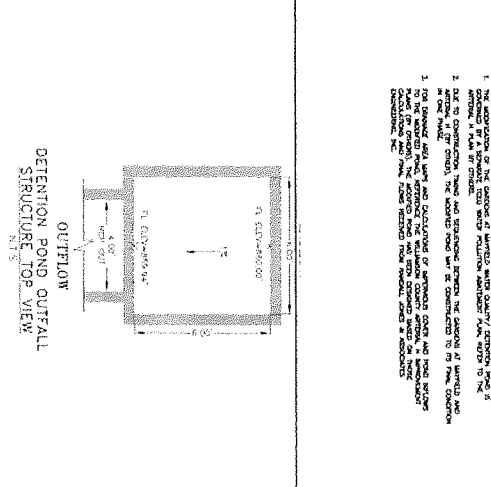
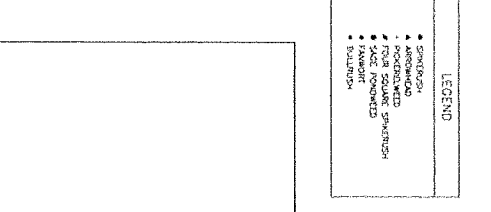
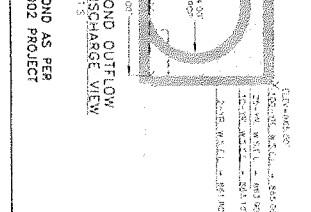
Stage (1 mm)	Head length (mm)	Cumulative head rates (%)	Area (mm ²)	Volume (mm ³)	Cumulative volume (%)
58.00	1.0	0.4	0.0012	0.0001	1.0
59.50	1.0	1.0	0.0049	0.0007	1.5
61.00	1.0	1.0	0.0099	0.0015	2.5
62.50	1.2	2.0	0.0162	0.0025	4.5
64.00	1.2	3.0	0.0243	0.0038	7.5
65.50	1.3	3.0	0.0351	0.0055	10.5
67.00	1.0	4.5	0.0495	0.0077	15.0

INVERTED PIPE DRAWDOWN CALCULATIONS

OCCUPATION	LITERATURE		TECHNICAL		MANUAL	
	MA	FA	MA	FA	MA	FA
CONSTRUCTION	3.5%	3.5%	1.5%	1.5%	5%	5%
MANUFACTURING	3.5%	3.5%	1.5%	1.5%	5%	5%
TRANSPORTATION	3.5%	3.5%	1.5%	1.5%	5%	5%
SALES	3.5%	3.5%	1.5%	1.5%	5%	5%
AGRICULTURE	3.5%	3.5%	1.5%	1.5%	5%	5%
HEALTHCARE	3.5%	3.5%	1.5%	1.5%	5%	5%
EDUCATION	3.5%	3.5%	1.5%	1.5%	5%	5%
GOVERNMENT	3.5%	3.5%	1.5%	1.5%	5%	5%
ARTS	3.5%	3.5%	1.5%	1.5%	5%	5%
RESEARCH	3.5%	3.5%	1.5%	1.5%	5%	5%
FINANCE	3.5%	3.5%	1.5%	1.5%	5%	5%
LEGAL	3.5%	3.5%	1.5%	1.5%	5%	5%
RELIGION	3.5%	3.5%	1.5%	1.5%	5%	5%
ENTERTAINMENT	3.5%	3.5%	1.5%	1.5%	5%	5%
OTHER	3.5%	3.5%	1.5%	1.5%	5%	5%



FILE: H:\Projects\1620 RJ Allen\10113 Garden of Wayland Farm\FOND MODIFICATION\CA\1 SHEETS\10113-FOND MODIFICATION SHEETS.dwg LAYOUT: FOND DETAILS DATE: 08/15/2015 BY: CONJELITE

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EXHIBIT B

CHANGE
REQUEST

OWNER	☒
ENGINEER	☐
CONTRACTOR	☒
FIELD	☐
OTHER	☐



PROJECT: Gardens at Mayfield	CHANGE ORDER NUMBER: 1
	DATE: 3/23/2016
CONTRACTOR: Cornerstone Site Services	ARCHITECT'S PROJECT NO:
	CONTRACT DATE: 2/10/2016
CO SCOPE: Pond Modifications Per Arterial-H Project	CONTRACT FOR: Site Earthwork & Utilities

The Contract is changed as follows:

Item	Description	QTY	UNIT	UNIT PRICE	Add / Deduct
<u>Pond Items</u>					
1	Clear & Grub	2	AC	\$ 2,500.00	\$ 5,000.00
2	Clay Excavation	2400	CY	\$ 2.25	\$ 5,400.00
3	Rock Excavation	8545	CY	\$ 10.50	\$ 89,722.50
4	Clay Liner (Wet Pond)	2100	CY	\$ 11.25	\$ 23,625.00
5	Top Soil (Protective Cover in Pond)	2100	CY	\$ 3.25	\$ 6,825.00
6	Wet Pond Aquatics	1	LS	\$ 10,060.00	\$ 10,060.00
7	15' Access Road	700	TN	\$ 9.75	\$ 6,825.00
8	Top Soil Outside of Wet Pond Area	330	CY	\$ 3.25	\$ 1,072.50
9	Revegetation	4230	SY	\$ 2.25	\$ 9,517.50
10	Haul Off	1095	LD	\$ 110.00	\$ 120,450.00
**Excludes: Erosion Matting, Void Mitigation					
<u>Culvert Items</u>					
11	Increased Culvert to 7x3	184	LF	\$ 255.00	\$ 46,920.00
12	Added 10x4 Junction Boxes	2	EA	\$ 13,560.00	\$ 27,120.00
13	Increased Headwall Size	1	LS	\$ 805.00	\$ 805.00
**Excludes: Crane for Lifting					

TOTAL THIS CHANGE ORDER

\$ 353,342.50

Not valid until signed by the Owner and Contractor.

The original Contract sum was	\$ 3,456,564.50
Net change by previously authorized Change Orders	\$ -
The Contract sum prior to this Change Order was	\$ 3,456,564.50
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 353,342.50
The new Contract Sum including this Change Order will be	\$ 3,809,907.00

The Contract Time will be (increased) by	(15) DAYS
The date of Substantial Completion as of the date of this Change Order therefore is	N/A

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directives.

CORNERSTONE SITE SERVICES

N/A

GARDENS AT MAYFIELD, LLC

Contractor

Engineer

Owner

BY Spencer Chaney

BY

BY

DATE 3/23/2016

DATE

DATE