

DEVELOPMENT AGREEMENT

This Development Agreement ("the Agreement") is made by and between WILLIAMSON COUNTY, (the "County") and BOBBY FREDRICKSON, (the "Developer") on this 21 day of Feb., 2020.

RECITALS

WHEREAS, Developer has recorded a final plat for the Fredrickson Ranch Subdivision (the "Subdivision"), and

WHEREAS, the County has accepted the streets within the Subdivision; and

WHEREAS, the Developer desires to enter the right-of-way at the location shown in Exhibit "A", attached hereto, within a Subdivision street to remove a guardrail pursuant to a plan approved by the County; and

WHEREAS, the County desires to cooperate with the Developer to allow for the removal of said guardrail; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The County hereby finds that the Recitals stated above are true and correct.
2. Developer's Obligations. The Developer, in consideration for the County's approval as stated herein, agrees to the following:
 - (a) Developer agrees to remove the guardrail at the location shown in Exhibit "A", conditioned upon the area backfilled to such a degree that the guardrail is no longer necessary. Developer agrees to follow the cross-sections as shown on Exhibit "B", attached hereto.

(b) Developer agrees to provide a final construction plan to the County for approval prior to construction. Any deviations from the approved plan must be approved by the County prior to construction. Developer will not be released from the Liability stated herein until County has inspected and approved the project.

(c) DEVELOPER, THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS, HEREBY AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO COURT COSTS, PENALTIES AND ATTORNEYS' FEES), JUDGMENTS, LIABILITIES AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ("LIABILITY") RESULTING FROM OR IN ANY WAY RELATING TO THE ENTRY ON AND/OR USE OF ALL OR ANY PART OF THE PROPERTY BY DEVELOPER OR ITS CONTRACTEES, ARISING IN ANY MANNER OUT OF THE ACTS OR OMISSIONS OF DEVELOPER OR CONTRACTEES IN CONNECTION WITH ANY USE OF THE PROPERTY. Developer must, at its own expense, investigate all such claims and demands, diligently pursue their settlement or other disposition, defend all actions based thereon using counsel satisfactory to County in its sole discretion, and pay all attorneys' fees and all other costs and expenses of any kind arising from any such Liability.

3. County Obligations. Conditioned upon Developer complying with the terms and conditions stated herein, County agrees to allow Developer or its contractees within the right-of-way as shown on Exhibit "A" to remove the guardrail and backfill the area to such a degree that the guardrail is no longer necessary.

ARTICLE II

1. No Joint Venture. It is acknowledged and agreed by the parties that the terms of this Agreement are not intended to and shall not be deemed to create a partnership of joint venture among parties. Neither party shall have any authority to act on behalf of the other party under any circumstances.

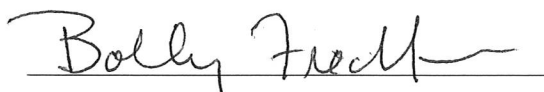
2. Authorization. Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement
3. Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.
4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.
5. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
6. Severability. In the event one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal invalid or unenforceable a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
7. Assignment. This Agreement may not be assigned without the written consent of the County.
8. Authorized to Bind. The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

9. Counterparts. This Agreement may execute in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

10. Default. If Developer, its successors or assigns, fail to comply with any of the terms and conditions of this Agreement, this failure shall be an act of default. In the event of default, County reserves the right to utilize all available remedies under law and equity,

Executed on this 21 day of February, 2020.

DEVELOPER:


BOBBY FREDRICKSON

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
William Gravell, Jr.

Attest:

Nancy Rister, County Clerk

CONSTRUCTION PLANS FOR

GUARDRAIL REMOVAL AT FREDRICKSON RANCH OF LAKE GEORGETOWN

IN GEORGETOWN, WILLIAMSON COUNTY, TEXAS

STREET IMPROVEMENTS



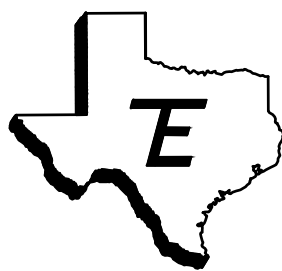
LOCATION MAP
1" = 3000'

FEBRUARY 2020

DATE: FEBRUARY, 2020

1. OWNER: 1. THE BOBBY D. FREDRICKSON 1999 TRUST
2. WESTVIEW HOMES, LLC
3. BOBBY D. FREDRICKSON 116 SILVERSTONE
GEORGETOWN, TEXAS 78633 (512) 869-1885
2. SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
FAX: 512-837-9463
3. ENGINEER: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PHONE: 512-837-2446
FAX: 512-837-9463
4. SURVEY: JOSEPH FISH SURVEY, A-232
5. THIS SUBDIVISION IS LOCATED IN THE ETJ OF THE CITY OF GEORGETOWN.

SUBMITTED BY:



HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00

Additional Subdivision Construction Plan Notes, subject to applicability:

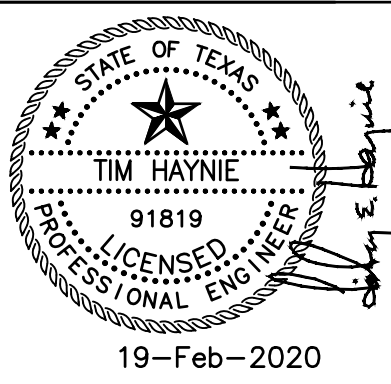
- The property subject to this application is subject to the Water Quality Regulations of the City of Georgetown. (for properties located over the Edwards Aquifer Recharge Zone.
- A Geologic Assessment, in accordance with the City of Georgetown Water Quality Regulations, was completed on June7, 2016, BY Capitol Environmental, Inc., TBPG Firm Registration #50389.
- No springs or streams have been identified in the Geologic Assessment dated June 22, 2016, as certified by Capitol Environmental, Inc., Professional Geoscientist, D. Bryan Pairsh, State License No. 2669.

Revision #	Description	Approval	Date:
			19-Feb-2020
			Scale:
			Project No:
			Designed By:
			Drawn By:
			Checked By:
			Revised By:



Know what's below.
Call before you dig.

ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, WILLIAMSON COUNTY MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.





HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664
T.B.P.E. Firm No. F-002411
T.B.P.L.S. Firm No. 100250-00
512.837.2446

**FREDRICKSON RANCH ON LAKE GEORGETOWN
GUARDRAIL REMOVAL**

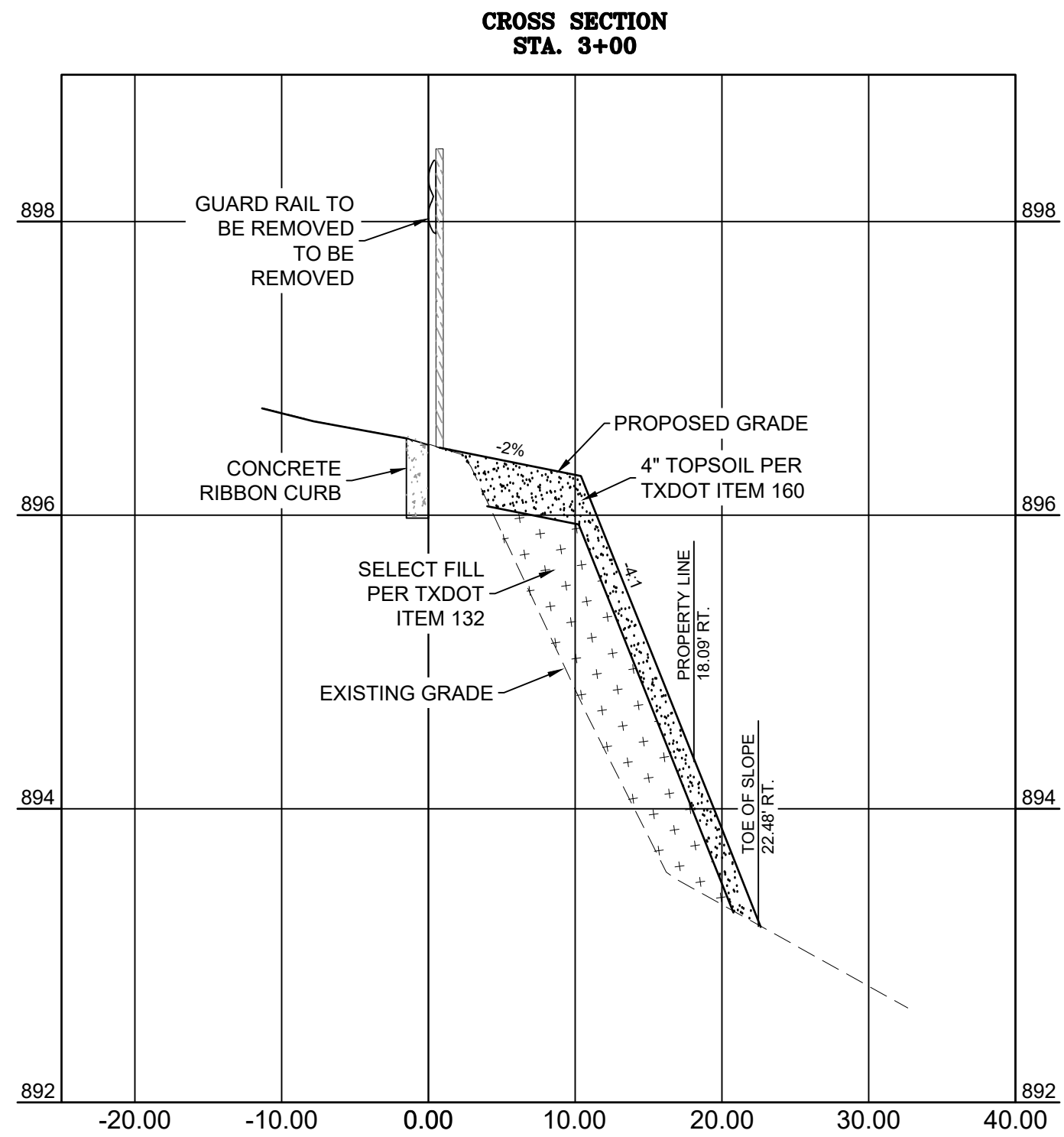
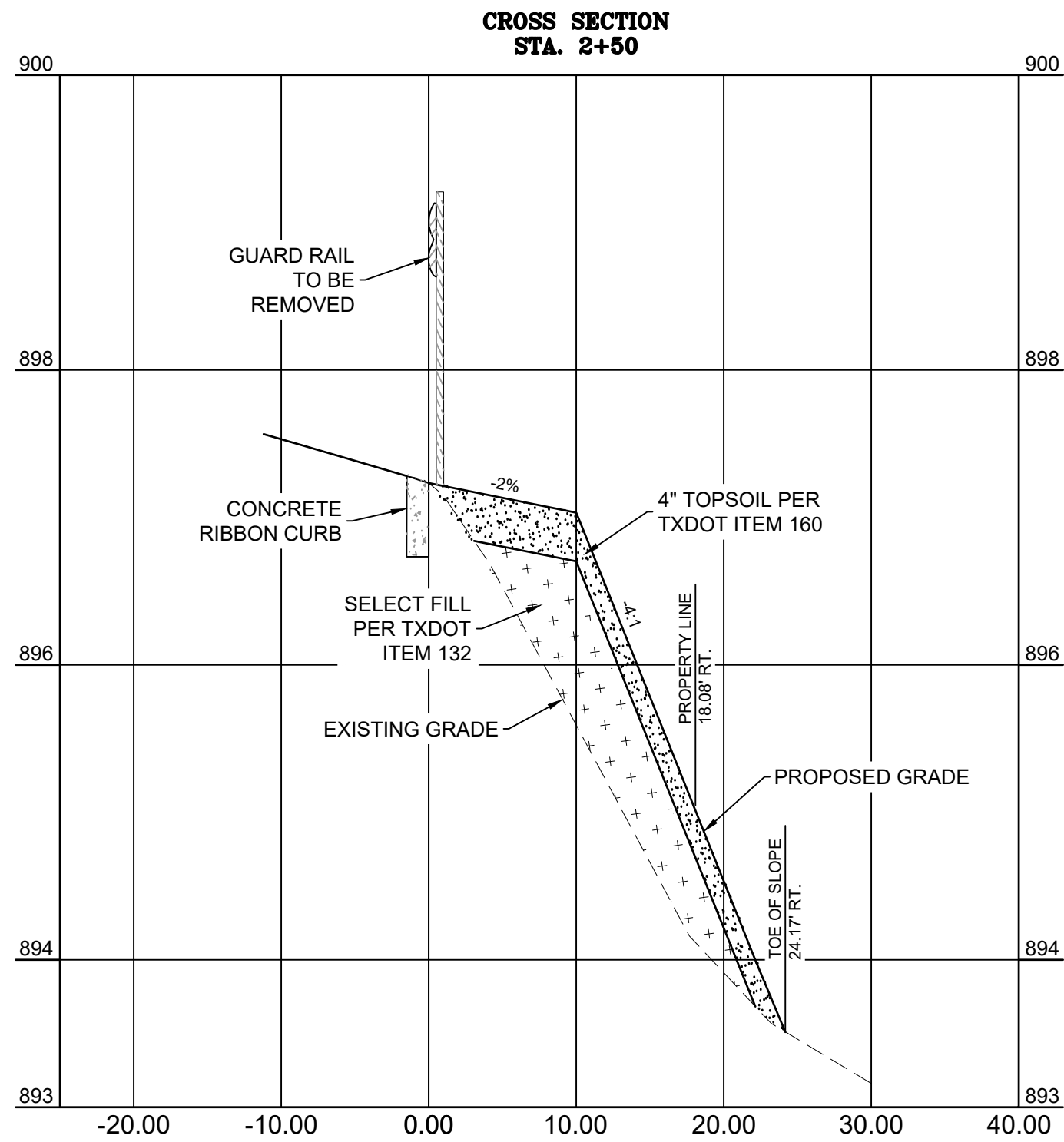
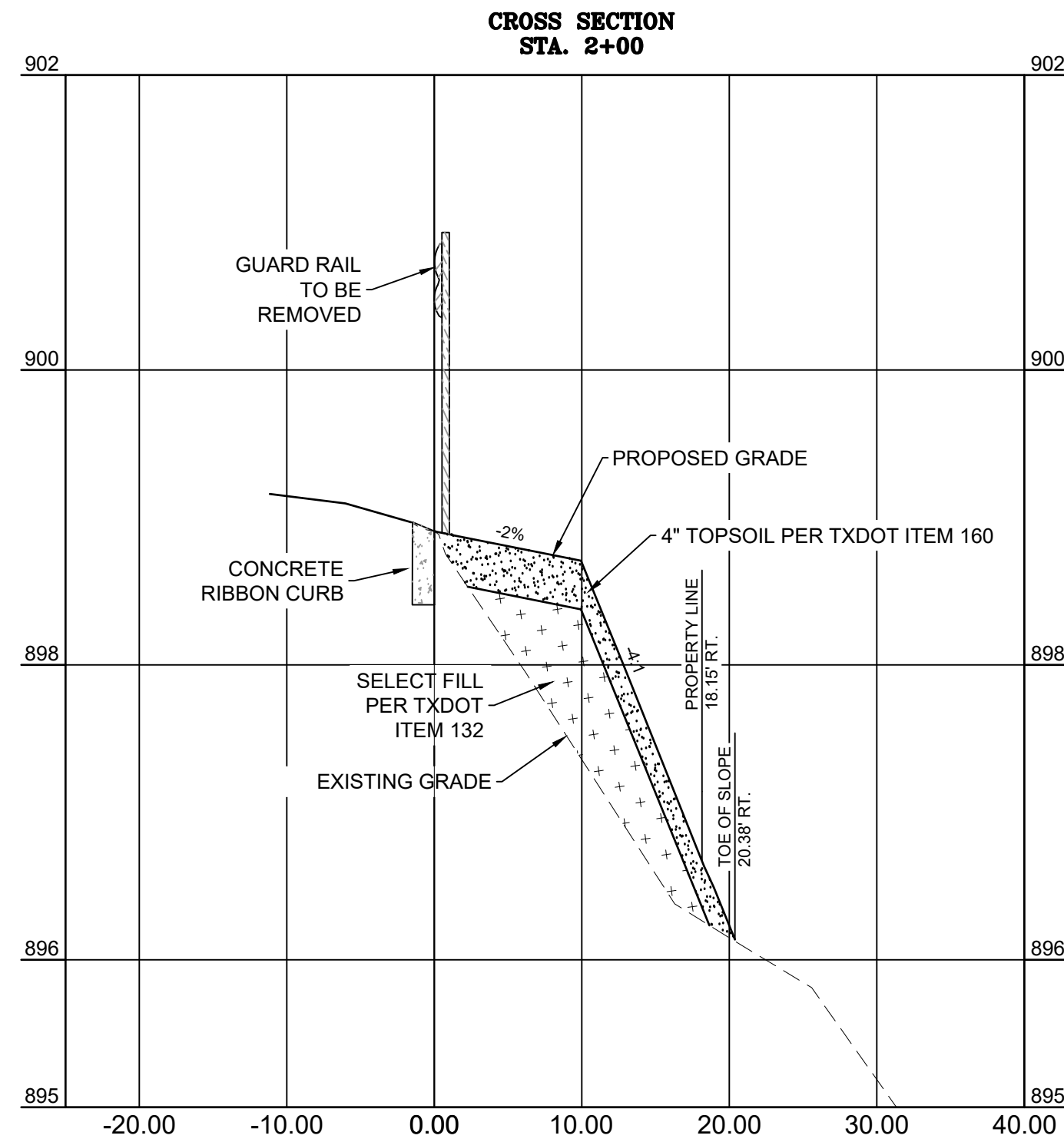
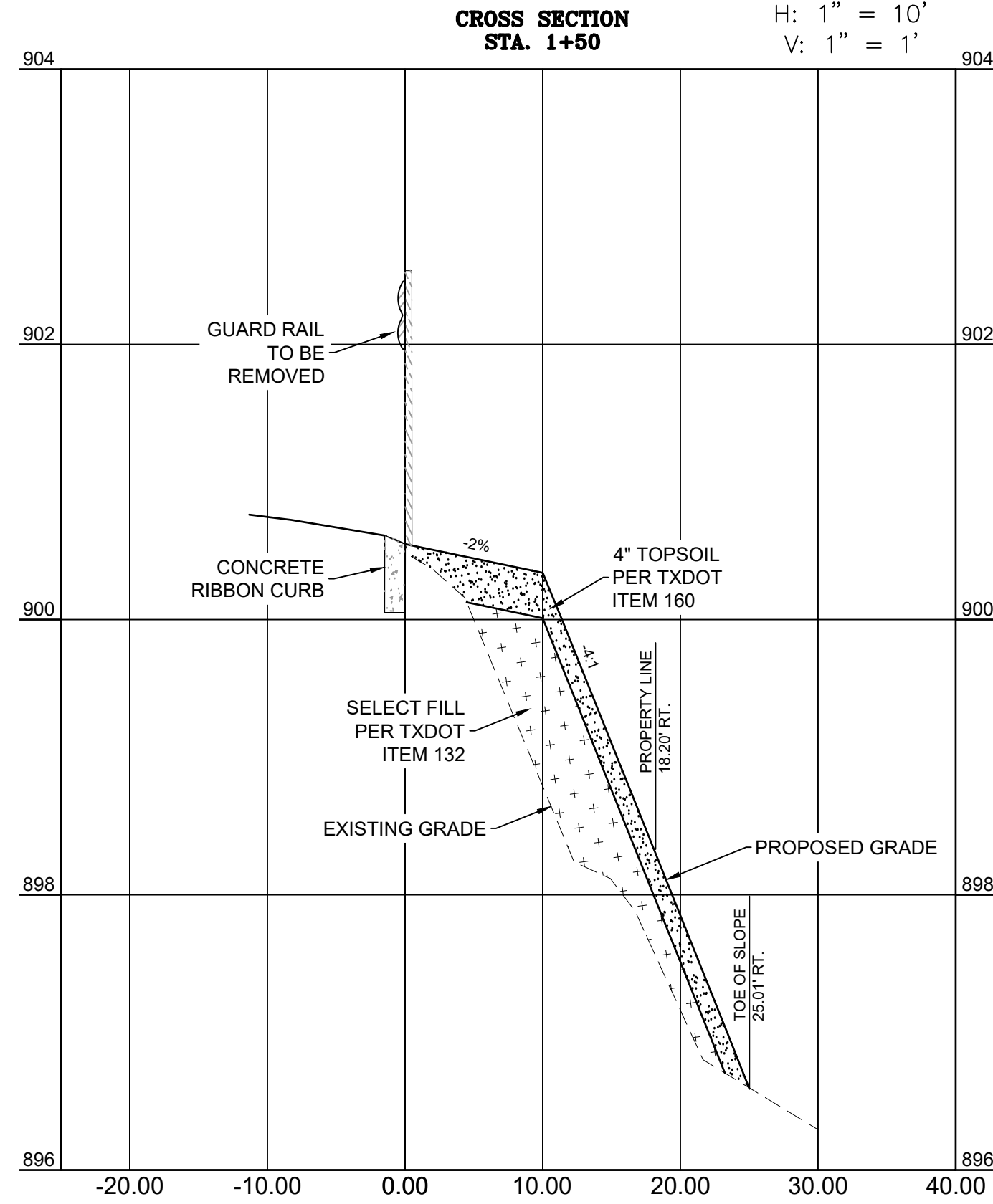
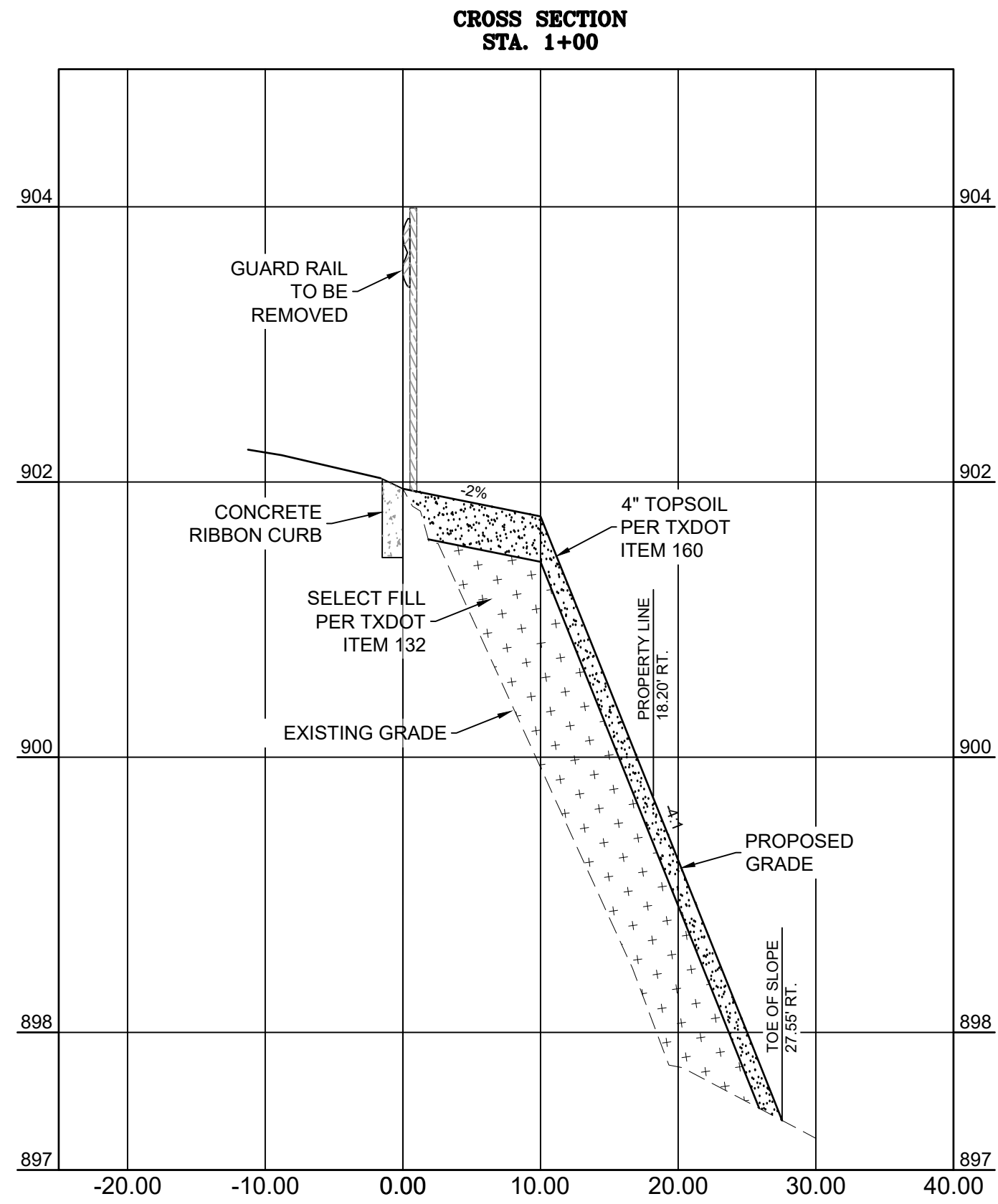
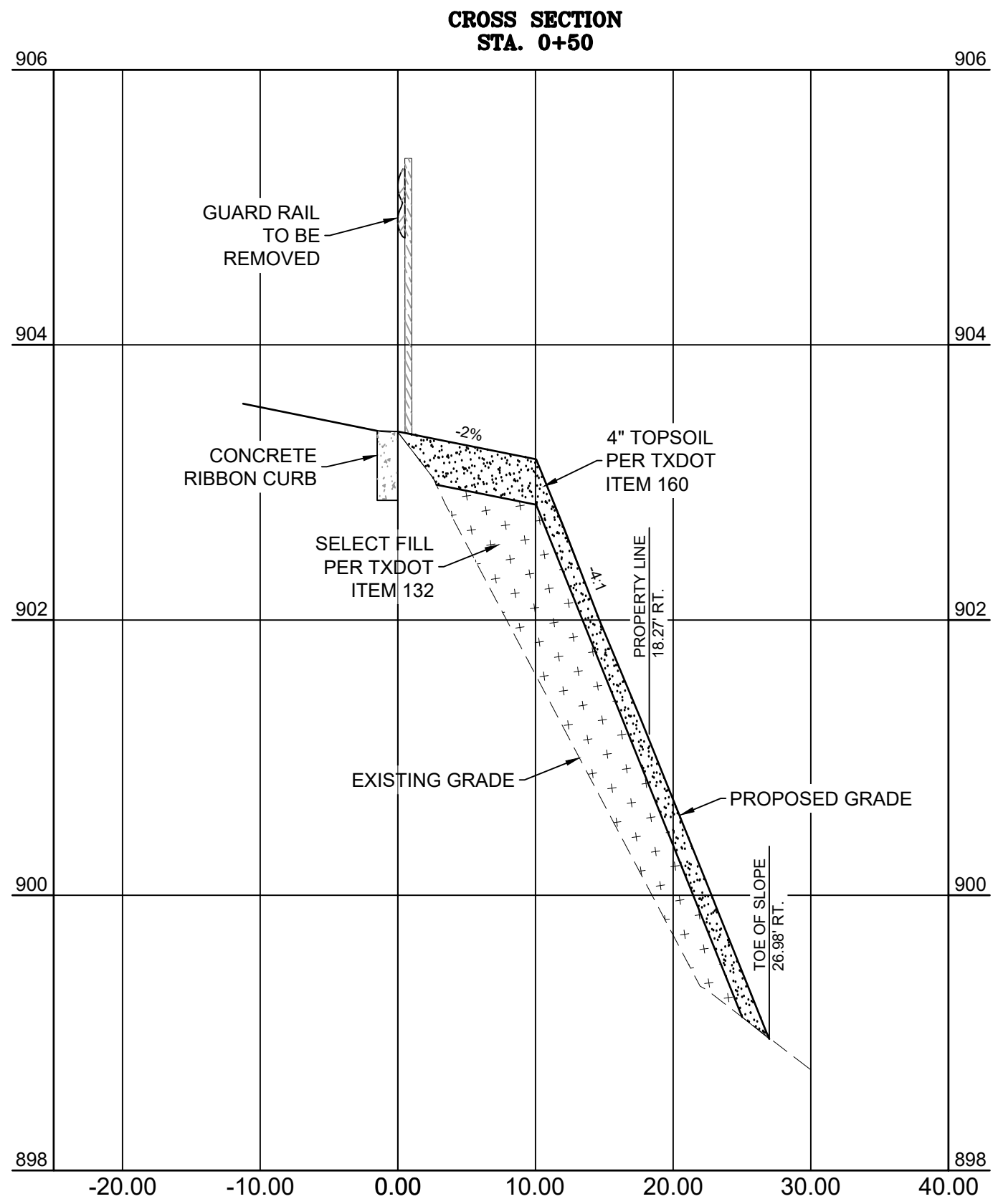
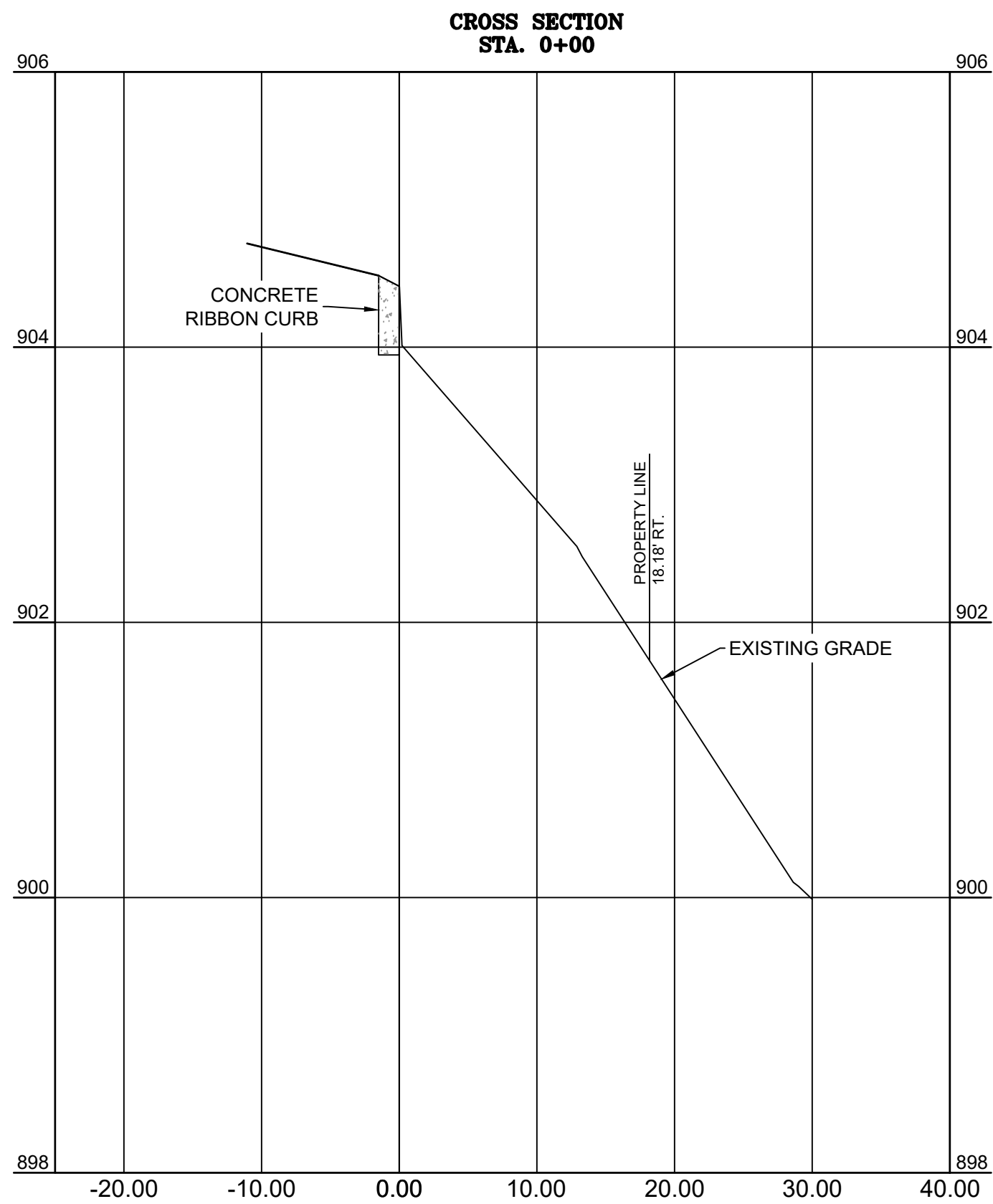
COVER

Exhibit "A"

SHEET NO.

1 OF 6

X:\706-13-07 Fredrickson Ranch Section 1 Replat\706 Fredrickson Ranch GUARDRAIL\706-GUARD RAIL ASBUILT 10-10-2019.dwg Feb 19, 20 10:27 am



- NOTES**
- FOR COMPACTION METHODS REFER TO TXDOT ITEM 132
 - FOR TOPSOIL PLACEMENT REFER TO TXDOT ITEM 160

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**FREDRICKSON RANCH ON LAKE GEORGETOWN
GUARDRAIL REMOVAL**

CROSS SECTIONS

Exhibit "B"

SHEET NO.

5 OF 6