

**DEVELOPMENT AGREEMENT BY AND BETWEEN WILLIAMSON COUNTY AND
McCann Realty Partners REGARDING THE CONSTRUCTION OF A TEN (10') FOOT
WIDE SIDEWALK**

This Development Agreement ("the Agreement") is made by and between the WILLIAMSON COUNTY, TEXAS, (the "County") and **McCann Realty Partners** (the "Developer") on this 15th day of June, 2022.

RECITALS

WHEREAS, Developer is proposing to build a residential subdivision abutting the proposed alignment of the Georgetown Southwest Bypass Project, from Wolf Ranch Parkway to SH 29 ("Southwest Bypass Project"); and

WHEREAS, the Developer is required by the City of Georgetown to install a six (6') foot wide sidewalk at or near the location shown in Exhibit "A", and

WHEREAS, the County desires to cooperate with the Developer to construct approximately 1105' of ten (10') foot sidewalk ("New Sidewalk") within the right-of-way of the Southwest Bypass Project at approximately the same location as the Developers 6' sidewalk as shown on Exhibit "A".

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

1. Recitals. The County and Developer hereby find that the Recitals stated above are true and correct.
2. Developer's Obligations. The Developer, its successors and assigns, agree to pay a total of \$57,000 to the County within ten (10) days request as its share of the design and construction of the New Sidewalk.

3. County Obligations. The County agrees to be solely responsible for all costs related to the design and construction of the New Sidewalk. The County intends to include the construction of the New Sidewalk as part of the Southwest Bypass Project. Construction of the Southwest Bypass Project is anticipated to begin Summer 2022 and be substantially complete Spring 2023.

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. Notice of Bankruptcy. In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the County within three (3) business days of such event.
3. 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
4. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the County:

Williamson County Judge
710 Main St., suite 101
Georgetown, Texas 78626

With a copy to:

Williamson County
Attention: Hal Hawes
710 Main St., suite 101
Georgetown, Texas 78626

If intended for the Developer:

McCann Realty Partners
2520-B Gaskins Rd
Richmond, VA 23238

5. 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.
6. 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.
7. Amendment. This Agreement may only be amended by the mutual written agreement of the parties.
8. 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.

9. Assignment. This Agreement may not be assigned without the written consent of the County, which will not be unreasonably withheld.
10. 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.
11. 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.

Executed on the 15th day of June , 2022.

[Signatures on the following page.]

DEVELOPER:

By: Dick Clifford

Its: Dick Clifford, Director of Operations

COUNTY:

By: _____

Bill Gravell, Jr., County Judge

Attest:

Nancy Rister, County Clerk