

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Background Information:

C. 12 Oaks Village contains a regional detention pond at its southeast corner to capture stormwater from 12 Oaks Village (the “**Detention Pond**”), which detention pond was constructed prior to the County’s current design standards. The location of the Detention Pond is depicted on the attached **Exhibit C**. Developer, the County and Kauffman desire to make the Detention Pond available to capture stormwater runoff from the Multifamily Project, and for the Detention Pond to be brought to current standards prior to development of 12 Oaks Village.

1. DEVELOPER OBLIGATIONS

- a. Developer agrees to make the Detention Pond available to capture stormwater runoff from the Multifamily Project. The volume of stormwater runoff to be captured in the Detention Pond shall not exceed the pond routing analysis provided for the Multifamily Project permit approval showing no adverse impacts.
- b. Developer agrees that prior to or concurrently with the development of the 12 Oaks Village project, the Detention Pond shall be improved to the current County standards adopted and effective on December 7, 2021, including but not limited to, Section B11.21. All plans for the Detention Pond improvements shall be submitted to the County for its review and approval, and the construction will be subject to County inspection in accordance with the County's normal processes and procedures. Developer will obtain a Certificate of Compliance from the County

prior to construction of the 12 Oaks Village and Detention Pond improvements, including a floodplain development permit if any of the work is in a floodplain.

- c. Developer will not be required to post fiscal for the Detention Pond improvements, unless the Developer desires to obtain final plat approval for 12 Oaks Village prior to completing construction of the Detention Pond improvements. Developer shall be responsible for the maintenance of the Detention Pond and jointly responsible with Kauffman for the maintenance cost of the Detention Pond in an amount agreed to between Developer and Kauffman.
- d. Developer agrees that County is not responsible for operation and maintenance of the detention pond and that operation and maintenance shall be the responsibility of the development property owner(s).

2. KAUFFMAN OBLIGATIONS

- a. Kauffman shall be responsible for constructing, at its sole expense, any modifications or improvements required to be made to the Detention Pond with respect to development of the Multifamily Project prior to Developer's development of 12 Oaks Village. Kauffman will obtain a Certificate of Compliance from the County prior to construction of the Multifamily Project.
- b. Kauffman shall be responsible for maintaining the Detention Pond at its sole expense prior to Developer's construction of the improvements to the Detention Pond required for the development of 12 Oaks Village. After Developer constructs the improvements to the Detention Pond required for its development of 12 Oaks Village, Kauffman shall be jointly responsible with Developer for the maintenance cost of the Detention Pond in an amount agreed to between Developer and Kauffman.

3. COUNTY OBLIGATIONS

The County will:

- a. County agrees that the Detention Pond was constructed under previous County standards, and that upon compliance with all other applicable County standards, County will review and approve a Certificate of Compliance for the Multifamily Project prior to the Developer making improvements to the Detention Pond.
- b. Subject to Developer's performance of its obligations under this Agreement, County agrees to review and approve the plans for the Detention Pond

improvements and inspect the improvements, all in accordance with the County's normal processes and procedures.

4. MISCELLANEOUS

- a. Beneficiaries: This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- b. Amendment to Agreement: Any revision, modification, or amendment of this Agreement will be effective only when reduced to writing and signed by all of the Parties. NO OFFICIAL, AGENT, OR EMPLOYEE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND OR MODIFY THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE DELEGATED BY THE COMMISSIONERS' COURT.
- c. Assignment: The rights, duties, and responsibilities of the Developer under this Agreement may be assigned only with the consent of the County, which consent will not be unreasonably withheld or unduly delayed by the County.
- d. Entire Agreement: This is the entire agreement between the Parties with respect to the subject matter hereof. As of this date, there are no other agreements or representations, oral or written, between the Parties in conflict with this Agreement.
- e. Notice: Any notices given under this Agreement must be in writing and will be given to each of the Parties at that Party's address set forth below. Notice may be given by personal delivered, by email (with a copy sent by another method permitted by this paragraph), by overnight delivery, or by certified United States mail, postage prepaid, return receipt requested.

Developer: 12 Oaks Village, LP
7801 N. Capital of Texas Hwy., Ste. 390
Austin, Texas 78731
Attn: Thomas Mote
[E-mail: tom@jwdevelopmentinc.com](mailto:tom@jwdevelopmentinc.com)

The County: Williamson County
Attn: County Engineer
3151 S.E. Inner Loop, Ste. B
Georgetown, Texas 78626
E-mail: tevertson@wilco.org

Kauffman: c/o Presario Ventures
3821 Juniper Trace, Suite 207
Austin, Texas 78738
Attn: Prima Zhao
E-mail: prima@PresarioVentures.com

Notice will be deemed received on (i) the date of actual receipt of such notice if the notice is personally delivered, (ii) the date of delivery if sent by email (however, any email transmission sent after 5:00 p.m. or on a non-business day will be deemed received on the next business day), (iii) the date delivered to an overnight delivery service for “next day” delivery if sent by such service, or (iv) the date of actual receipt or two (2) days after the postmark date, whichever is sooner, if sent by certified mail. A Party will have the right from time-to-time to change its address for purposes of notice by written notice to the other Parties.

- f. Applicable Law and Venue: The construction and validity of this Agreement will be governed by the laws of the State of Texas. This Agreement is wholly performable in Williamson County, Texas, and concerns real property located in Williamson County.
- g. Incorporation of Exhibits and Other Documents by Reference: All exhibits attached to or referred to this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.
- h. Severability: The provisions of this Agreement are severable and, if any part of this Agreement or the application thereof to any person or circumstances is held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement will be construed as if the invalid or unconstitutional portion had never been contained herein.
- i. Mediation. If mediation is acceptable to the Parties in resolving a dispute arising under this Agreement, the Parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless all of the Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless the Parties agree, in writing, to waive the confidentiality.
- j. Execution; Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts may be combined to form multiple fully executed counterparts; and (b) a facsimile signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

EXECUTED to be effective as of the later date set forth below.

DEVELOPER:

12 OAKS VILLAGE, LP

a Texas limited partnership

By: JW Development Partners, LLC,
A Texas limited liability company
Its General Partner

BY: 

NAME: RICHARD GARY

TITLE: Partner

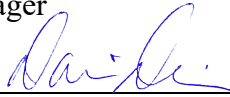
Date: 9/8/22

KAUFFMAN:

KAUFFMAN MULTIFAMILY PARTNERS, LLC,
a Delaware limited liability company

By: PE Kauffman Partners, LLC,
a Delaware limited liability company
its Operating Member

By: Presario GP Liberty Hill, LLC,
a Texas limited liability company,
its Manager

By: 
Name: Darin Davis
Title: Managing Member

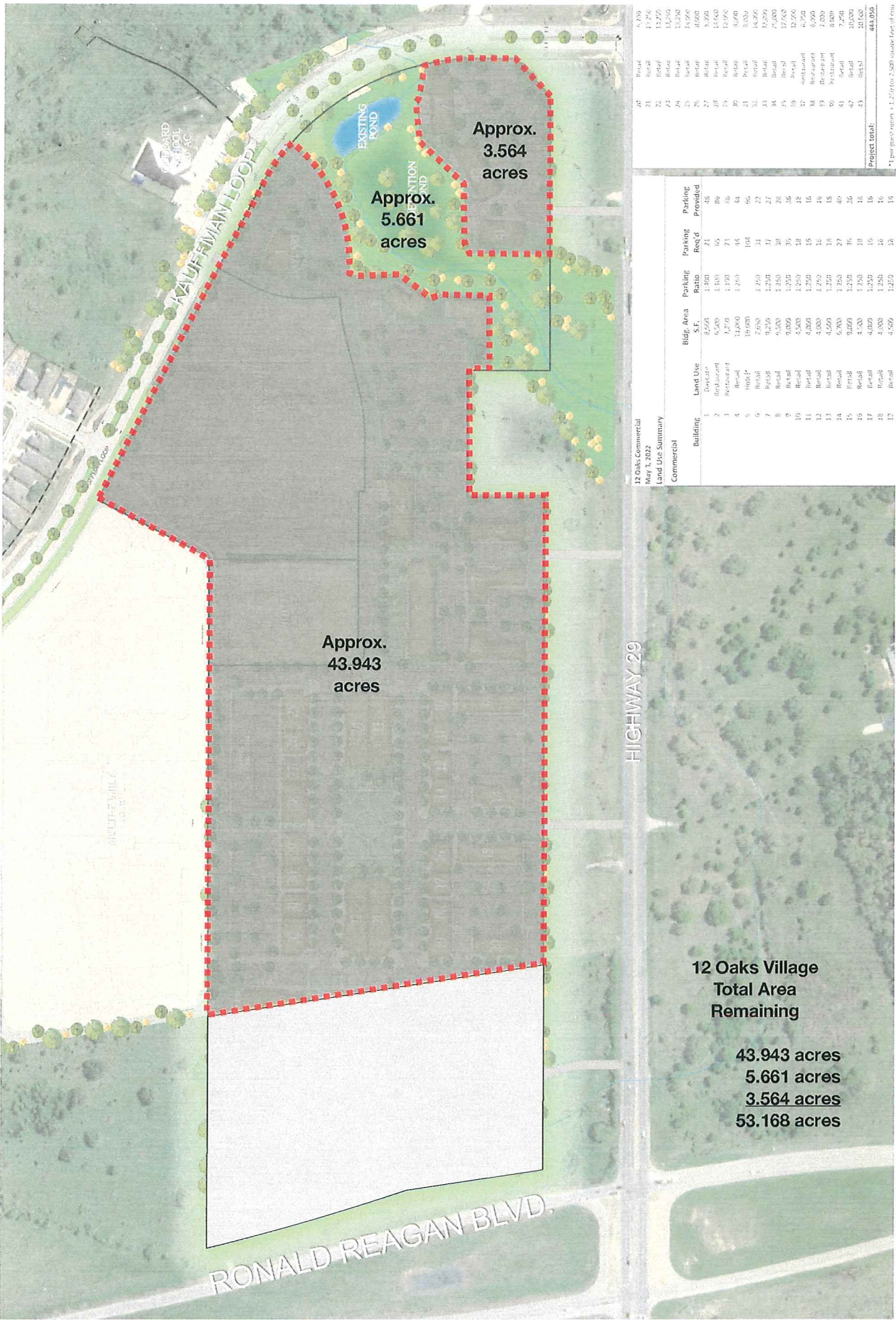
COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____

EXHIBIT A

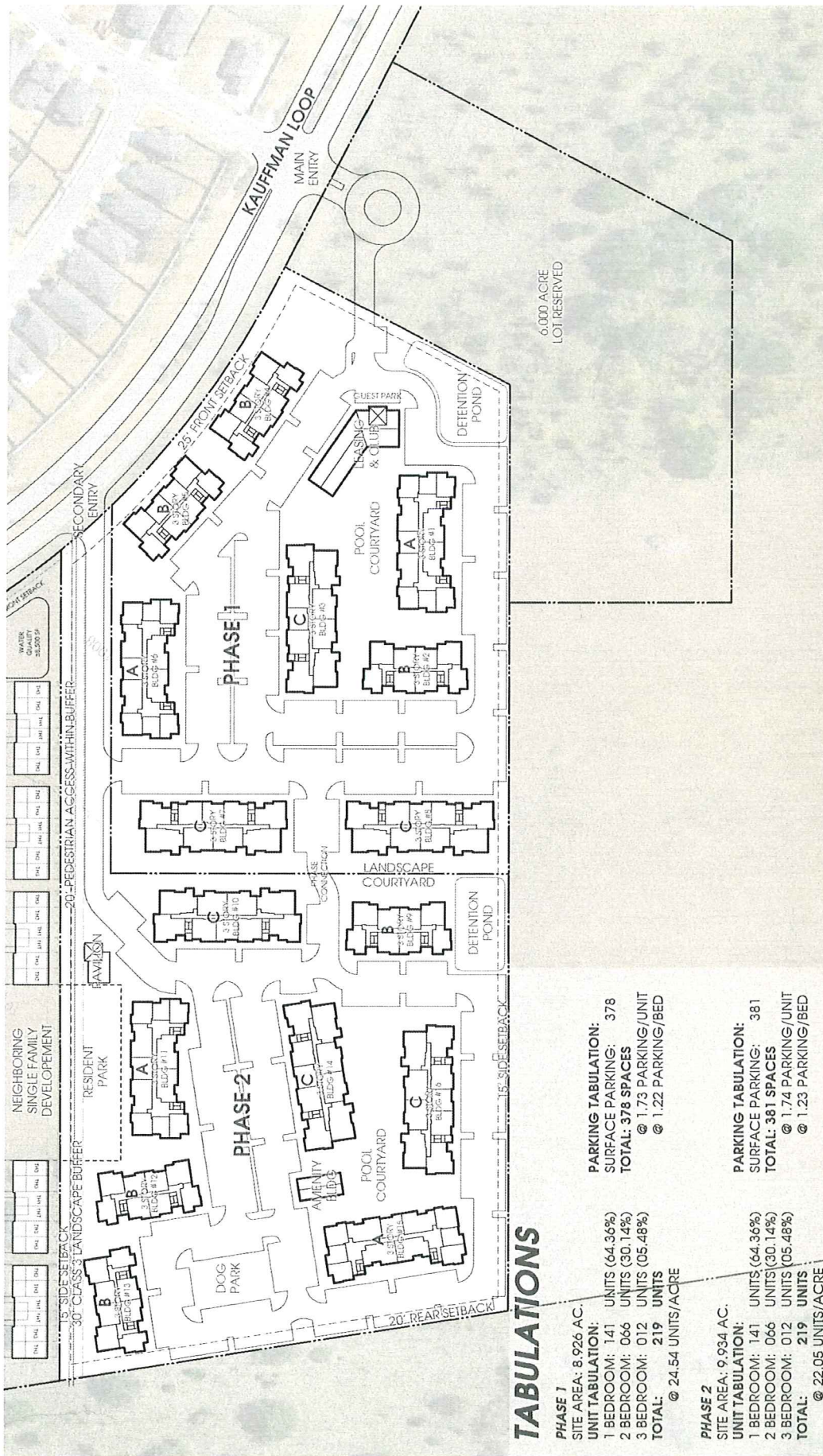


12 Oaks Commercial
May 3, 2022
Land Use Summary
Commercial

Building	Land Use	Bldg. Area S.F.	Parking Ratio	Parking Req'd	Parking Provided
1	Daycare	8,500	1.500	21	48
2	Restaurant	6,500	1.100	65	89
3	Restaurant	7,200	1.100	73	66
4	Retail	11,800	1.250	94	44
5	Retail	12,000	1.250	96	44
6	Retail	12,000	1.250	96	44
7	Retail	9,250	1.250	74	27
8	Retail	9,500	1.250	76	28
9	Retail	9,000	1.250	71	35
10	Retail	4,500	1.250	36	18
11	Retail	4,200	1.250	34	16
12	Retail	4,000	1.250	32	18
13	Retail	4,500	1.250	36	18
14	Retail	6,700	1.250	54	27
15	Retail	4,200	1.250	34	18
16	Retail	4,200	1.250	34	18
17	Retail	4,200	1.250	34	18
18	Retail	4,500	1.250	36	16
19	Retail	4,500	1.250	36	16
Project Total:					448,000

* 1 per gross sq ft, x 1.25 ratio, 2,500 vehicle lot area

EXHIBIT B



FEDK
ARCHITECTS

LIBERTY HILL SCHEMATIC SITE PLAN #2

Liberty Hill, Texas

21138 / 04.15.2021
Estage Multifamily

SCALE 1"=120'-0"

EXHIBIT C

