

STATE OF TEXAS

COUNTY OF WILLIAMSON

§ DEVELOPMENT AGREEMENT  
§ REGARDING  
§ LAKELINE BOULEVARD EXTENSION

This is a DEVELOPMENT AGREEMENT by and between WILLIAMSON COUNTY ("County") and KB HOMES, LTD., a Texas Limited Partnership ("Developer").

WHEREAS, Developer is owner of certain tracts of land known as the Mason tract (300 acres) and the Scott & White tract (10 acres), collectively hereinafter referred to as the "Properties" and as described in **Exhibit "A"**, attached hereto..

WHEREAS, County and Developer desire to cooperate to design and construct the extension of Lakeline Boulevard extending from Crystal Falls Parkway through the Properties (the "Project"); and

WHEREAS, the Developer and County desire to share Project costs and responsibilities related to the Project.

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 the orderly and expeditious engineering and construction of the extension of Lakeline Boulevard running from Crystal Falls Parkway to the northern boundary of the Mason tract.

B. **GENERAL TERMS AND CONDITIONS**

1. The Project is further defined as the construction of a four-lane, curbed and guttered major arterial road, together with all required related construction and drainage improvements extending from Crystal Falls Parkway to the northern boundary of the Property, to be located as shown on **Exhibit "B"** attached hereto.

2. The Project Cost is herein defined as all costs of engineering and design, material, labor, grading, paving, drainage, erosion control, and all other costs related to the construction of the Project.

C. **COUNTY OBLIGATIONS**

1. The County shall supervise the design, construct or cause to construct the Project as shown on Exhibit "B".

2. The County shall endeavor to bid the Project within one year after the effective date of this Agreement, subject to the City of Leander's acquisition of all necessary right-of-way for the total extension of North Lakeline from Crystal Falls Parkway to FM 2243.

3. If the County fails to bid this Project within the time period stated above for any reason, this Agreement shall be null and void and neither party shall be liable in any way to the other party because of said termination.

4. The County will endeavor to expedite public access to the first phase of Developer's subdivision to enable Developer to obtain subdivision approval and construct model homes while the balance of the Project is under construction.

D. **DEVELOPER OBLIGATIONS**

1. Developer shall be responsible for all costs related to the engineering and design associated with the revision of the current North Lakeline Blvd. plans to incorporate the full four lane curbed and guttered extension through the Project. Developer shall deposit \$92,000 with the County within 10 days after the County has approved this Agreement, which is 115% of the estimated costs related to the engineering and design of the Project. The County shall use these funds to pay for the above-described design and engineering costs.

2. Developer shall be responsible for fifty percent (50%) of the costs related to the actual construction of the Project ("Developer Share"). Developer shall deposit one hundred

fifteen percent (115%) of the Developer Share with the County within ten (10) days after the County has opened the bids and prior to the award of a contract. Any surplus remaining after completion of the Project, including change orders, shall be returned to Developer within thirty (30) days of Project completion. If the Developers Share is more than the amount deposited into escrow, the Developer shall remit to the County the excess amount within fifteen (15) days of written notification from the County. Any monies remaining after construction of the water line will be repaid to the Developer.

3. Developer shall provide all temporary and permanent easements necessary for the conveyance of stormwater, detention and water quality on the Properties so that no temporary or permanent facilities will be required with the Project right-of-way.

4. As consideration for the County including the construction of a 16" waterline extension within the Project right-of-way, the Developer agrees to be responsible for the payment of all associated engineering and design fees, and to pay all construction costs related to the construction of said water line. A payment of 115% of the bid amount for said waterline shall be remitted to the County prior to the award of the Project contract. Any monies remaining after construction of the water line will be repaid to the Developer. Any change orders for the water line shall be the sole responsibility of the Developer.

E. **MISCELLANEOUS PROVISIONS**

1. Actions Performable. The County and the 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.

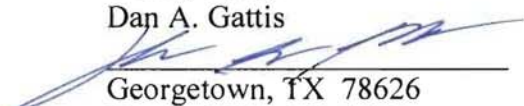
4. Complete Agreement. This Agreement represents a complete agreement of the parties and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties.

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

  
Georgetown, TX 78626  
Phone: (512) 943-1577

*With copies to:*

Charles Crossfield  
Sheets & Crossfield, P.C.  
309 E. Main St.  
Round Rock, TX 78664  
Phone: (512) 255-8877

Developer:

KB Homes, Ltd.

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

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 the Developer. The Developer must deliver to the County a written acknowledgement from the entity being assigned the Developer's position in this Agreement, acknowledging this Agreement and committing to assume all of the Developer's obligations included in this Agreement. Subsequent to the assignment of this Agreement, the County and the Developer will no longer have any obligations to each other.

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.

10. Termination. This Agreement may be terminated by the County if a contract is not awarded for the extension of Lakeline Boulevard through the Properties within two years after the County approves this Agreement.

SIGNED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

*(Rest of page left intentionally blank)*

WILLIAMSON COUNTY

By:   
Dan A. Gattis, County Judge

ATTEST:

  
Nancy Rister, County Clerk

KB HOMES, LTD.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_