

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 (317 acres) 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. **DEVELOPER OBLIGATIONS**

1. The Developer co-operate with the County to design, and shall on its own construct or cause to construct the Project as shown on Exhibit "B" within six months after the County approves this Agreement. The final design of the Project shall be approved by the County prior to construction.

2. The Developer shall endeavor to bid the Project within six months after the effective date of this Agreement. The Developer agrees to co-ordinate with the County to insure the Project contract is bid pursuant to all conditions requires by the Texas Competitive Bidding Act as found in Chapter 262.021 of the Texas Local Government Code.

3. If the Developer 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 Developer shall be responsible for all costs related to the engineering, 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.

5. Developer shall provide all temporary and permanent easements necessary for the conveyance of storm water, detention and water quality on the on Developer's property so that no temporary or permanent facilities will be required within the Project right-of-way.

D. **COUNTY OBLIGATIONS**

1. The County shall be responsible for fifty percent (50%) of the costs related to the actual construction of the Project ("County Share"), which is estimated to be \$_____. In no event shall the County be obligated to pay more than \$_____. County's payment shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by the County within thirty (30) days from the date of the Williamson County Auditor's receipt of invoices. In no event, however, shall the County be obligated to pay any portion of the County Share until full and clear title has been insured by the Georgetown Title Company for all right-of-way tracts needed for the Lakeline extension from Crystal Falls Parkway to FM 2243. Upon request of the County, the Developer agrees to make available documentation in reasonable detail evidencing any Project costs for which reimbursement is sought.

2. The County shall allow the Developer to construct a 16" waterline within the Project right-of-way, and 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..

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____.

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WILLIAMSON COUNTY

By: 

Dan A. Gattis, County Judge

ATTEST:

Nancy Rister, County Clerk

KB HOMES, LTD.

By: _____

Printed Name: _____

Its: _____

LAKELINE BLVD: MASON RANCH PHASE
CRYSTAL FALLS TO NORTHERN MASON RANCH BNDY (7,000 LF)
FULL ROAD CONSTRUCTION ESTIMATE
14-Jan-13

PAVING ITEMS

Description	Quantity	Unit	Cost	Amount
Mobilization	1	ls	\$ 180,000.00	\$ 180,000.00
Clearing ROW	70,000	sy	\$ 1.35	\$ 94,500.00
Subgrade Excavation & Embankment	50,000	sy	\$ 12.00	\$ 600,000.00
Subgrade Preparation	50,000	sy	\$ 2.00	\$ 100,000.00
12" Flexible Base	41000	sy	\$ 15.00	\$ 615,000.00
6" HMA	41000	sy	\$ 24.00	\$ 984,000.00
Curb and Gutter	28000	lf	\$ 15.00	\$ 420,000.00
Remove Curb and Gutter	84	lf	\$ 4.00	\$ 336.00
Remove Existing Pavement	237	sy	\$ 3.00	\$ 711.00
Traffic Control	10	mo	\$ 4,000.00	\$ 40,000.00
Pavement Striping and Markings	1	ls	\$ 35,000.00	\$ 35,000.00
Sub-total Paving Items				\$ 3,069,547.00

DRAINAGE ITEMS

Description	Quantity	Unit	Cost	Amount
7' x 4' Box Culvert	180	lf	\$ 225.00	\$ 40,500.00
8' x 5' Box Culvert	180	lf	\$ 280.00	\$ 50,400.00
48" RCP	90	lf	\$ 120.00	\$ 10,800.00
42" RCP	470	lf	\$ 90.00	\$ 42,300.00
30" RCP	870	lf	\$ 60.00	\$ 52,200.00
24" RCP	790	lf	\$ 40.00	\$ 31,600.00
18" RCP	1570	lf	\$ 32.00	\$ 50,240.00
Curb Inlets	19	ea	\$ 4,000.00	\$ 76,000.00
Storm Sewer Manholes	3	ea	\$ 4,500.00	\$ 13,500.00
25' FB Interceptor Channel	0	lf	\$ 75.00	\$ -
15' FB Interceptor Channel	0	lf	\$ 50.00	\$ -
10' FB Interceptor Channel	0	lf	\$ 40.00	\$ -
SET Hdwl for 7' x 4' Box	2	ea	\$ 6,000.00	\$ 12,000.00
SET Hdwl for 8' x 5' Box	2	ea	\$ 8,000.00	\$ 16,000.00
Bioswale	0	lf	\$ 83.00	\$ -
20' Grade to Drain Channel	1700	lf	\$ 30.00	\$ 51,000.00
Stone Rip-Rap 12" Depth	0	cy	\$ 70.00	\$ -
Stone Rip-Rap 18" Depth	68	cy	\$ 80.00	\$ 5,440.00
Trench Safety	4150	lf	\$ 1.50	\$ 6,225.00
Sub-Total Drainage Items				\$ 458,205.00

EROSION CONTROL ITEMS

Description	Quantity	Unit	Cost	Amount
Stabilized Construction Entrance	1	ea	\$ 3,000.00	\$ 3,000.00
Silt Fence	7000	lf	\$ 4.00	\$ 28,000.00
Rock Berms	120	lf	\$ 25.00	\$ 3,000.00
Soil Retention Blanket	13100	sy	\$ 1.00	\$ 13,100.00
Top Soil 4" depth	26000	sy	\$ 1.50	\$ 39,000.00
Revegetation, including water	37,000	sy	\$ 2.00	\$ 74,000.00
Sub-total Erosion Control Items				\$ 160,100.00

Sub-total Paving, Drainage, and Erosion Control: \$ 3,687,852.00
Contingency (15%) \$ 553,177.80
TOTAL ESTIMATE: \$ 4,241,029.80

KB Home Portion (50%)	\$ 2,120,514.90
Williamson County Portion (50%)	\$ 2,120,514.90

ADDITIONAL KB HOME ITEMS:**DRY UTILITY ITEMS**

Description	Quantity	Unit	Cost	Amount
Street Lights	25	ea	\$ 3,000.00	\$ 75,000.00
Electric Crossings	540	lf	\$ 150.00	\$ 81,000.00
Gas Crossings	540	lf	\$ 80.00	\$ 43,200.00
PVC Sleeves	540	lf	\$ 50.00	\$ 27,000.00
Sub-total Dry Utility Items				\$ 226,200.00

WATER AND WASTEWATER ITEMS

Description	Quantity	Unit	Cost	Amount
8" Wastewater Crossings	180	lf	\$ 50.00	\$ 9,000.00
16" Wet Connection	1	ea	\$ 3,000.00	\$ 3,000.00
16" Water Line	7000	lf	\$ 75.00	\$ 525,000.00
12" Water Line	540	lf	\$ 50.00	\$ 27,000.00
6" DI Fire Lead	630	lf	\$ 35.00	\$ 22,050.00
5 1/4" Fire Hydrants	14	ea	\$ 2,200.00	\$ 30,800.00
16" Gate Valves	7	ea	\$ 8,500.00	\$ 59,500.00
12" Gate Valves	9	ea	\$ 2,500.00	\$ 22,500.00
6" Gate Valves	14	ea	\$ 1,200.00	\$ 16,800.00
2" AARV	3	ea	\$ 2,500.00	\$ 7,500.00
Raise Gate Valves	30	ea	\$ 250.00	\$ 7,500.00
Trench Safety	8170	lf	\$ 1.50	\$ 12,255.00
KB Home Water and Wastewater Items				\$ 742,905.00

Sub-total Additional KB Home Items

\$ 969,105.00

Contingency (15%)

\$ 145,365.75

TOTAL KB HOME ADDITIONAL ITEMS**\$ 1,114,470.75**

EXHIBIT B

