

STATE OF TEXAS

COUNTY OF WILLIAMSON

**§ DEVELOPMENT AGREEMENT
§ REGARDING
§ DETENTION POND**

This is a DEVELOPMENT AGREEMENT (the "Agreement") by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, ("County") and GARDENS AT MAYFIELD, LLC ("Developer"). The Effective Date of this Agreement is the date approved by the Williamson County Commissioners Court.

WHEREAS, the County and Developer desire to cooperate in construction of the oversizing of a detention pond to accommodate drainage detention from the construction of Arterial H; and

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 construction of the Project, as hereafter defined.

B. GENERAL TERMS AND CONDITIONS

1. The Project is defined as the modification of a detention pond and associated appurtenances as shown in Exhibit "A", incorporated by reference into this Agreement.

C. DEVELOPER'S OBLIGATIONS

1. Developer shall construct the Project, which is estimated to cost \$353,342.50, as set forth in Change Request attached hereto as Exhibit "B", incorporated by reference into this Agreement.

2. Upon completion of the Project, Developer shall provide to the County written request for reimbursement, including proof of payment, at the address for notices set forth in Section E(6) of this Agreement.

D. **COUNTY'S OBLIGATIONS**

1. Within ten (10) days of receipt of Developer's written request for reimbursement, County shall pay to Developer an amount equal to 100% of the cost of the Project.

E. **MISCELLANEOUS PROVISIONS**

1. **Actions Performable.** The County and 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
710 S. Main Street, Suite 101
Georgetown, TX 78626

Developer:
Gardens at Mayfield, LLC
Attn: David Blackburn
2088 Old Taylor Road
Oxford, MS 38655-5019

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 Developer only with the written consent of the Williamson County Commissioners Court, which shall not be unreasonably withheld. Any assignment must bind the assignee to all the terms and conditions of this Agreement, which will be recorded in the Williamson County Official Records.

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.

SIGNED as of this _____ day of _____, 2016.

(signatures on following page)

WILLIAMSON COUNTY

By: [Signature]

Dan A. Gattis, County Judge

ATTEST:

[Signature]
Nancy Rister, County Clerk

GARDENS AT MAYFIELD, LLC

By: [Signature]

David Blackburn, as Manager

ACKNOWLEDGMENT

STATE OF ~~TEXAS~~ Mississippi

COUNTY OF Lafayette

This instrument was acknowledged before me on this 6 day of June, 2016, by David Blackburn, as Manager of Gardens at Mayfield, LLC whose name is subscribed to the preceding instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

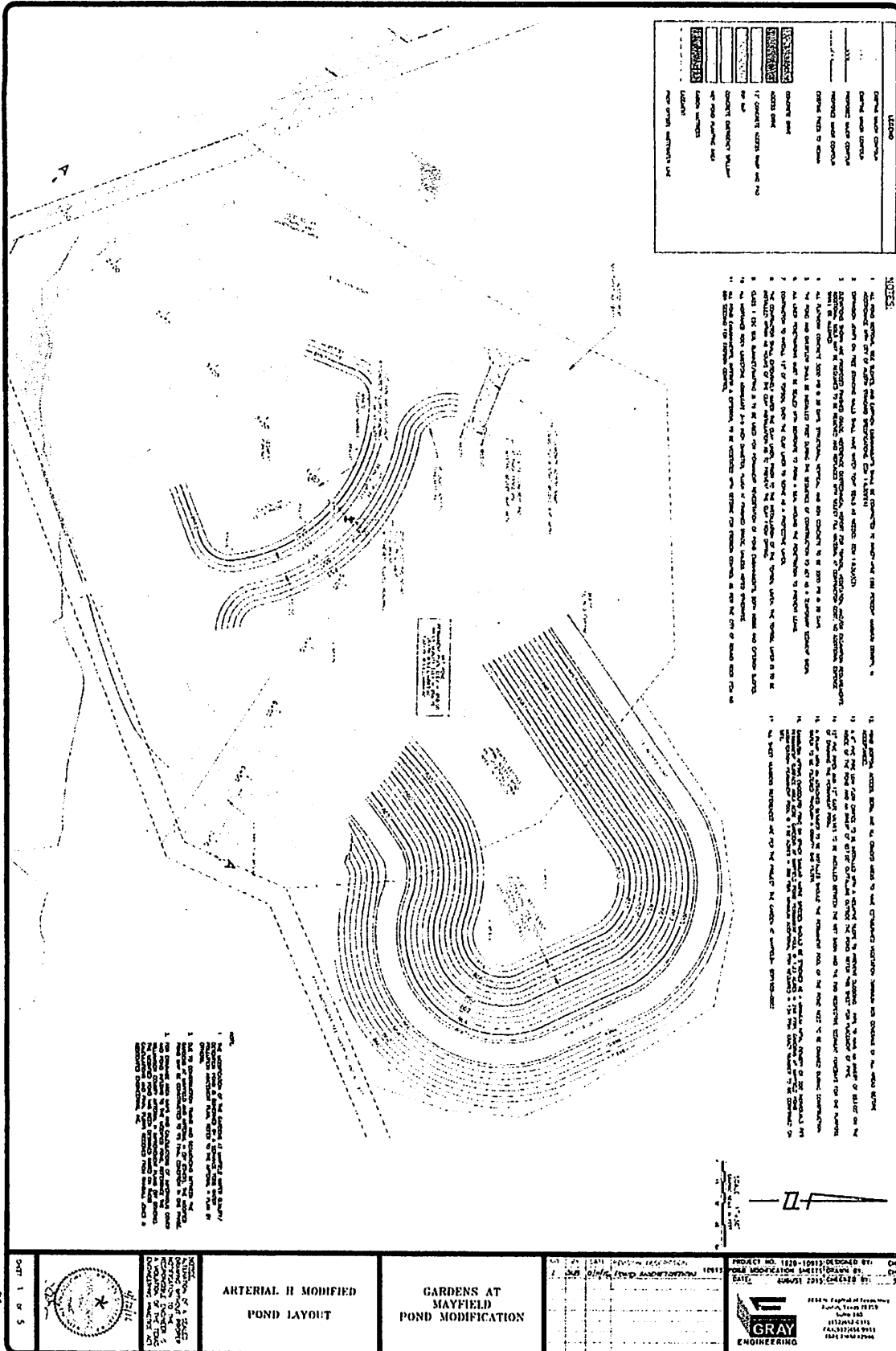


[Signature]
Signature

Margaret Barefoot
Printed Name

Notary Public, State of Texas

(Ref: H:\Virginia\1123 RV Admin\10413 Corbin et al v/Hypoth Panch\PCAO MODIFICATION\CA0\SH0175\10113-PCAO MODIFICATION LETTERS.mg LAUDN. PCAO LAUDN SAT. 04/13/2015 BY: C00911677)



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DATE	TIME	LOCATION	WIND	SEA	WAVE	SWELL	TEMP	WIND	SEA	WAVE	SWELL	TEMP
10/10/77	10:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	11:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	12:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	13:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	14:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	15:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	16:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	17:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	18:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	19:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	20:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	21:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	22:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	23:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	00:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	01:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	02:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	03:00	1000	10	10	10	10	10	10	10	10	10	10
10/10/77	04:00	1000	10	10	10	10	10	10	10	10	10	10
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10/10/77	14:00	1000	10	10	10	10	10	10	10	10	10	10
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10/10/77	18:00	1000	10	10	10	10						

SECTION FOR THE ORIGINAL WET POND AS PER THE
GARDENS AT MAYFIELD SDP1505-002 PROJECT
SECTION A-A

Sludge Treatment	Protein Content (%)	Protein Concentration (mg/g)	Protein Concentration (mg/g)	Protein Concentration (mg/g)
Untreated	10.0	10.0	10.0	10.0
10°C	10.0	10.0	10.0	10.0
20°C	10.0	10.0	10.0	10.0
30°C	10.0	10.0	10.0	10.0
40°C	10.0	10.0	10.0	10.0
50°C	10.0	10.0	10.0	10.0
60°C	10.0	10.0	10.0	10.0
70°C	10.0	10.0	10.0	10.0
80°C	10.0	10.0	10.0	10.0
90°C	10.0	10.0	10.0	10.0
100°C	10.0	10.0	10.0	10.0

[illegible]

Diagram of the detention pond structure from a top view. The structure is rectangular with a thick, textured border. Labels include "OFFLOW" at the top, "INFLOW" at the bottom, and "DETENTION POND STRUCTURE TOP VIEW" at the top. Dimensions are given as 10' x 10' for the pond area and 12' x 12' for the overall structure.

Diagram illustrating the typical wet pond spacing. The diagram shows a grid of points representing the spacing of wet ponds. The dimensions are indicated as follows:

- Horizontal spacing: 1.00
- Vertical spacing: 0.50
- Small vertical spacing: 0.25

The diagram is labeled "TYPICAL WET POND SPACING" and includes a scale bar at the bottom indicating 0.00, 0.50, and 1.00.

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STRUCTURE FOR VIEW
DETENTION POND OUTFALL

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ARTERIAL II MODIFIED

GARDENS AT MAYFIELD POND MODIFICATION



2004-2005
 2006-2007
 2008-2009
 2010-2011
 2012-2013
 2014-2015
 2016-2017
 2018-2019
 2020-2021
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782. H:\Programs\1620 RJ Allen\10813 Corbett et al Maynard Green VFOO WFOONATION\CAS\SHEET1\10813-POND WFOONATION SHEET.dwg LAYOUT POND INLET (SHEET 2 OF 2) AND POND ACCESS ROAD EASE. 04/19/2015 BY COLUMBIA

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EXHIBIT B

CHANGE
REQUEST

OWNER ☒
 ENGINEER ☐
 CONTRACTOR ☒
 FIELD ☐
 OTHER ☐



PROJECT: Gardens at Mayfield CHANGE ORDER NUMBER: 1
 DATE: 3/23/2016
 CONTRACTOR: Cornerstone Site Services ARCHITECT'S PROJECT NO:
 CONTRACT DATE: 2/10/2016
 CO SCOPE: Pond Modifications Per Arterial-H Project CONTRACT FOR: Site Earthwork & Utilities

The Contract is changed as follows:

Item	Description	QTY	UNIT	UNIT PRICE	Add / Deduct
<u>Pond Items</u>					
1	Clear & Grub	2	AC	\$ 2,500.00	\$ 5,000.00
2	Clay Excavation	2400	CY	\$ 2.25	\$ 5,400.00
3	Rock Excavation	8545	CY	\$ 10.50	\$ 89,722.50
4	Clay Liner (Wet Pond)	2100	CY	\$ 11.25	\$ 23,625.00
5	Top Soil (Protective Cover in Pond)	2100	CY	\$ 3.25	\$ 6,825.00
6	Wet Pond Aquatics	1	LS	\$ 10,060.00	\$ 10,060.00
7	15' Access Road	700	TN	\$ 9.75	\$ 6,825.00
8	Top Soil Outside of Wet Pond Area	330	CY	\$ 3.25	\$ 1,072.50
9	Revegetation	4230	SY	\$ 2.25	\$ 9,517.50
10	Haul Off	1095	LD	\$ 110.00	\$ 120,450.00
**Excludes: Erosion Matting, Void Mitigation					
<u>Culvert Items</u>					
11	Increased Culvert to 7x3	184	LF	\$ 255.00	\$ 46,920.00
12	Added 10x4 Junction Boxes	2	EA	\$ 13,560.00	\$ 27,120.00
13	Increased Headwall Size	1	LS	\$ 805.00	\$ 805.00
**Excludes: Crane for Lifting					
TOTAL THIS CHANGE ORDER					\$ 353,342.50

Not valid until signed by the Owner and Contractor.

The original Contract sum was	\$ 3,456,564.50
Net change by previously authorized Change Orders	\$ -
The Contract sum prior to this Change Order was	\$ 3,456,564.50
The Contract Sum will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 353,342.50
The new Contract Sum including this Change Order will be	\$ 3,809,907.00

The Contract Time will be (increased) by	(15) DAYS
The date of Substantial Completion as of the date of this Change Order therefore is	N/A

Note: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directives.

CORNERSTONE SITE SERVICES

N/A

GARDENS AT MAYFIELD, LLC

Contractor

Engineer

Owner

BY Spencer Chaney

BY _____

BY _____

DATE 3/23/2016

DATE _____

DATE _____