

ROADWAY CONVEYANCE AND CONSTRUCTION AGREEMENT

This Roadway Conveyance and Construction Agreement (this "Agreement") is entered into between **WILLIAMSON COUNTY, TEXAS** (the "County"); and **STONE BROTHERS, LLC**, a Texas limited liability company, (the "Developer"). In this Agreement, the County and the Developer are sometimes individually referred to as a "Party" and collectively referred to as the "Parties." Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement without the further approval or consent of any other person or entity.

Recitals

WHEREAS, the Developer is in the process of developing a residential subdivision to be known as Scofield Farms in the area of the County depicted on the attached **Exhibit A** (the "Development"); and

WHEREAS, both the general public and the Developer will benefit if the County and the Developer cooperate in order to expedite the construction of arterial roadways from CR 150 to and through the Development's boundary, as shown on the attached **Exhibit A** (the "Road Projects"); and

WHEREAS, in recognition of the impact that the Development will have on traffic demands in the County, the Developer has agreed to provide 120 feet of right-of-way for the East-West Arterial as shown on Exhibit A within the boundaries of the Development and 60 feet of right-of-way for the North-South Arterial on the western border of the Development. Additionally, Developer will design and construct or cause to be constructed two lanes of the North-South Arterial as shown in green in Exhibit "A" and two lanes of the East-West Arterial as shown in green in Exhibit "A", as provided in this Agreement; and

WHEREAS, the County has agreed that the Developer will not be responsible for the design or construction of the other two lanes of the North-South Arterial shown in red hatch marks on Exhibit "A" and the other two lanes of the East-West Arterial shown in red hatch marks on Exhibit "A" (the "Remainder Project"); and

WHEREAS, Section 232.105 of the Texas Local Government Code authorizes a commissioners' court to contract with a developer of land in the unincorporated area of the county to construct public improvements, and this Agreement is being entered into pursuant to and in compliance with that authority;

In consideration of the mutual promises, covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. Road Standards. The Road Projects shall be designed and constructed as two-lane arterial roadways located within 120 feet of right-of-way, if possible, within the Development, at the locations shown on Exhibit "A".

(a) The Road Projects will be designed and constructed in conformance with County roadway standards and specifications and the Typical Roadway Section as shown on Exhibit "B", attached herein.

(b) Erosion/sedimentation controls, revegetation, and stormwater management during construction as required by the Texas Commission on Environmental Quality ("TCEQ"); however, no water quality or detention improvements will be required.

(c) The Parties agree that other subdivision roads in the Development will be designed and constructed pursuant to County standards and specifications.

(d) The County agrees that the Developer will not be responsible for the design or construction of the Remainder Project.

(e) The design of the Road Projects will be subject to approval by the County. The County agrees to review the plans and specifications for the Road Projects and to provide the Project Engineer with written comments specifically identifying any required revisions within 14 days of submission of the plans and specifications to the County.

(f) The County and the Developer each designate the individual specified below (each, a "Designated Representative") to represent it and to act on its behalf with respect to the subject matter of this Agreement. .

County: County Engineer

Address: 3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

Developer: Project Manager

Address: _____

The Project Engineer will report regularly to, and cooperate and coordinate with, the other Parties' Designated Representatives. The Designated Representatives will be required to cooperate and coordinate with one another, including meeting with and reporting information to one another regarding the Project, either at regular intervals or at other times determined by the County, and reviewing and commenting in a timely manner on work product associated with the Project.

Section 2. License Agreement. The County agrees to grant the Developer a

license agreement that authorizes the installation and maintenance of landscaping, irrigation and signage improvements within the Road projects. Any such license agreement will be in a form approved by the County and will require that the licensee carry at least \$500,000 in liability insurance that provides coverage for liability arising out of the usage of the right-of-way and names the County as an additional insured.

Section 3. Inspection. Inspections, including inspection fees, and certifications for the Road Projects will be conducted in accordance with standard County policies, procedures, and requirements as found in the County's Subdivision Regulations. The County will notify the Developer and Project Engineer in writing if any inspection reveals that any part of the Road Projects is not constructed or completed in accordance with the plans and specifications or this Agreement or is otherwise materially defective, and this notice will specifically detail any deficiencies.

Section 4. Completion of Developer's Project.

(a) The Project Engineer will prepare a written notice of substantial completion and forward the notice to the Developer, who will submit the notice to the County. The County will conduct a final inspection of the Road Projects within five business days after receiving written notice of substantial completion from the Developer, subject to any weather-related delays. If the Road Projects are completed in accordance with the terms of this Agreement and the requirements of the County Subdivision Regulations in all material respects, the County will certify the Road Projects as being in compliance and issue a notice of final acceptance to the Developer.

(b) Upon final acceptance of the Road Projects by the County, all warranties and as-builts for the Developer's Project and the plans and specifications will be transferred to the County prior to County acceptance and the Developer will execute any documents reasonably required to evidence such assignment. The Contractor will be responsible for any defects in workmanship or materials (ordinary wear and tear excepted) in the Developer's Project for two years following acceptance by the County. The Developer must provide the County with a two-year Contractor's warranty bond as a condition to final acceptance of the Developer's Project, which will be in a form approved by the County, such approval not to be unreasonably withheld or delayed.

Section 5. Conveyance of Right-of-way

(a) Within 60 days after the execution of this Agreement by the County, the Developer agrees to convey to the County by warranty deed, free and clear of all liens, all of the right-of-way for the Road Projects within the Development and as depicted on Exhibit "A".

(b) As consideration for the above conveyance, County will pay Developer ONE HUNDRED AND TWELVE THOUSAND, TWO HUNDRED AND TWENTY-ONE DOLLARS (\$112,221.00). The County will be responsible for all closing costs, with the exception of survey costs, which will be paid by Developer.

Section 6. Miscellaneous.

(a) Any notice given hereunder by any Party to another must be in writing and may be effected by personal delivery or by certified mail, return receipt requested, when mailed to the appropriate Party's Designated Representative, at the addresses specified in Section 5, with copies as noted below:

County: Williamson County, Texas
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626
Attention: County Engineer

Developer: _____

A Party may change its address for purposes of notice by giving at least five days' written notice of the new address to the other Parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

(b) As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

(c) This Agreement contains the complete and entire agreement between the Parties respecting the Project, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties regarding the Project. This Agreement may not be modified, discharged, or changed except by a further written agreement, duly executed by the Parties. However, any consent, waiver, approval or other authorization will be effective if signed by the Party granting or making such consent, waiver, approval, or authorization.

(d) No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners' court of the County.

(e) The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(f) If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether

such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(g) The Parties acknowledge that, in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek a writ of mandamus or specific performance of this Agreement.

(h) This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

(i) Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.

(j) This Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Parties.

(k) Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer any benefits, rights or remedies upon any person or entity other than the Parties.

(l) The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit "A" - The Development and Road Projects
- Exhibit "B" - Typical Arterial Sections

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on the date or dates indicated below, to be effective as of the date the last Party signs.

(Signatures on following page)

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell Jr.

Name: Bill Gravell Jr.

Title: Williamson County Judge

Date: 6/4/19

STONE BROTHERS, LLC.

By: M. E. Stone

Its: Member

Date: 5-17-19

