

**EXHIBIT**  
**"A"**

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF ROUND ROCK, TEXAS  
AND  
CELINA PARTNERS, LTD.**

This Development Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Round Rock, Texas (the "City"), a Texas home rule municipality, and Celina Partners, Ltd. ("the Developer"), a Texas limited partnership.

**WHEREAS**, the Developer is developing approximately 15.26 acres of property in the City of Round Rock, known as the Westview South PUD, as shown in Exhibit "A" (Property"), attached hereto; and

**WHEREAS**, the City is in the process of designing and constructing S Kenney Fort Blvd., Segments 2 and 3 ("Roadway Project") along the Property; and

**WHEREAS**, on April 13, 2023, the Round Rock City Council resolved to authorize the Mayor to execute Change Order No. 6 with J.D. Abrams, LP for the Roadway Project, which included the addition of left turn lane, median opening, and right turn lane; and

**WHEREAS**, the Developer, as consideration for Roadway Project improvements that will benefit Developer, shall reimburse the City for costs incurred by the City for Change Order No. 6; and

**WHEREAS**, the purpose of this Agreement is to outline each Party's duties and obligations;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

**I.**

1. **Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further determined that both Parties have authorized and approved this Agreement, and that this Agreement will be in full force and effect when executed by each Party.
2. **Property Description.** The property ("Property") is shown on Exhibit "A", attached hereto.
3. **Reimbursement Costs.** Reimbursement Costs shall include all costs related to Change Order No. 6 required for the Roadway Project as estimated and shown on Exhibit "B", attached hereto.
4. **City Participation.** The City shall be wholly responsible for the design and construction of the Roadway Project.

5. **Developer Participation.** Developer agrees to reimburse the City **One Hundred and Fifty-Five Thousand, Four Hundred and Sixty-Five and 13/100 Dollars (\$155,465.13)** towards the cost of the Project. The aforesaid reimbursement shall be due and owing to the City within thirty (30) days after receipt of written notice from the City.

## **II. Miscellaneous**

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Developer regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the Parties.

2. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other, or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.

3. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the Parties, nor to create any legal rights or claims on behalf of any third party. Neither the City nor Developer waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and Developer, and authorized by their respective governing bodies.

5. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, to give effect to the intent of this Agreement and be deemed to be validated and enforceable.

6. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

7. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date above first written, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

8. **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this agreement. There is no collateral oral or written agreement between parties that in any matter relates to the subject matter of this Agreement.

9. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning the Agreement shall be in Williamson County, Texas.

10. **Assignment.** This Agreement may not be assigned without the written consent of the City.

11. **Authorized to Bind.** The persons who execute their signatures to this Agreement and any certifications related to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

12. **Notice.** All notices shall be in writing and shall be deemed effective within three (3) days after being sent by certified or registered mail to the addresses listed below:

|                        |   |
|------------------------|---|
| <b>DEVELOPER:</b>      | Celina Partners, Ltd.<br>4406 Lively Ln<br>Dallas, Texas 75220  |
| <b>CITY:</b>           | City of Round Rock<br>221 East Main Street<br>Round Rock, Texas 78664 Attn:<br>City Manager   |
| <i>With a copy to:</i> | Stephanie Sandre, City<br>Attorney Sheets & Crossfield,<br>P.L.L.C. 309 East Main Street<br>Round Rock, Texas 78664<br><a href="mailto:stephanie@scrrlaw.com">stephanie@scrrlaw.com</a> |

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Developer have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Craig Morgan, Mayor

Date Signed: \_\_\_\_\_


**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**Celina Partners, Ltd.**

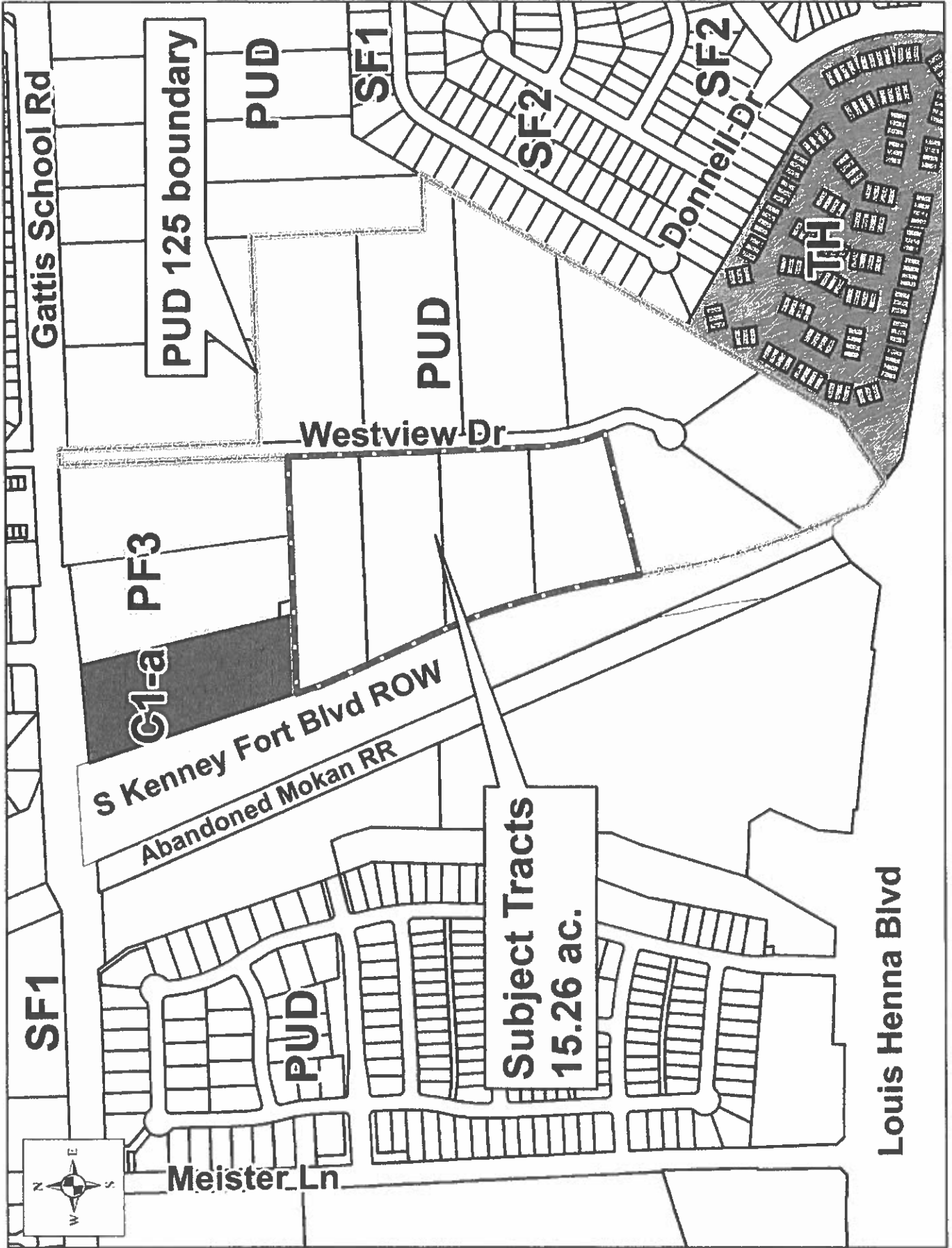
By:  \_\_\_\_\_  
Printed Name: Jody O'Donnell  
Title: Partner  
Date Signed: 5/12/23

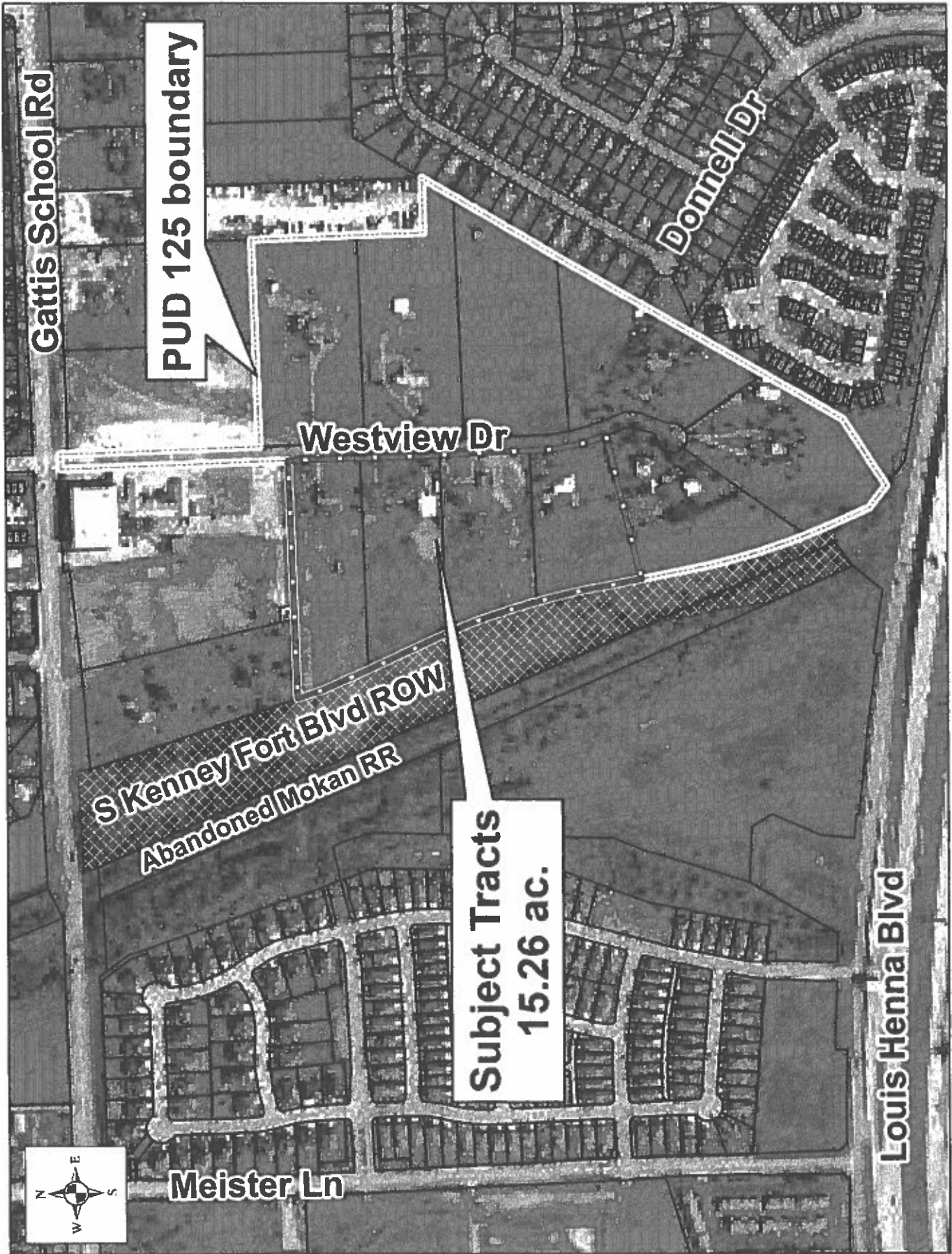
**Attest:**

By:  \_\_\_\_\_  
Mark Nastri, Maverick Development Group

**EXHIBIT A**  
**PROPERTY**  
**[See Attached]**

Exhibit "A"





Gattis School Rd

PUD 125 boundary

Donnell Dr

Westview Dr

S Kenney Fort Blvd ROW  
Abandoned Mokon RR

Subject Tracts  
15.26 ac.

Louis Henna Blvd



Meister Ln

**EXHIBIT B**  
**REIMBURSEMENT COSTS**  
**[See Attached]**





Contract Quantity Adjustment/Change Order

Department: Department of Transportation  
 Project Name: Kenney Fort Sect. 2 & 3 Date: 3/8/23  
 City Project ID Number: STP 2021 (745) MM Change Order/Quantity Adjustment No. 6  
 Vendor: J.D. Abrams, LP 5811 Trade Center Dr. Bldg 1, Austin, TX 78744 512-322-4000  
Company Name Address Phone No.

Justification

**Quantity Adjustment:** Change Order is adding an additional left turn-lane Southbound and an additional right turn-lane Northbound. Center median will be opened to account for SB left turn-lane.  
**Change Order -** Prior to 3rd Party Developer requesting these additional turn-lanes, JD Abrams had installed existing drainage at this location. Change Order will need to accommodate existing Roadway, Drainage, Illumination, Erosion Control Bid Items (overrun/under-run) as well as additional work to remove & relocate the pipe that has currently been installed.

SUMMARY

|   | Amount          | % Change |
|---|-----------------|----------|
| Original Contract Price:  | \$23,409,120.97 |          |
| Previous Quantity Adjustment(s):  | \$207,613.28    |          |
| This Quantity Adjustment:   | \$47,264.58     |          |
| Total Quantity Adjustment(s):   | \$254,877.86    |          |
| Total Contract Price with Quantity Adjustment(s):   | \$23,663,998.83 |          |
| Previous Change Order(s):   | \$2,363,021.08  | 10%      |
| This Change Order:  | \$108,200.55    | 0%       |
| Total Change Order(s) To Date:  | \$2,471,221.63  | 10%      |
| Adjusted Contract Price [Original Contract Price Plus Quantity Adjustment(s) Plus Change Order(s)]: | \$26,135,220.46 | 12%      |
| Difference between Original and Adjusted Contract Prices:   | \$2,726,099.49  |          |
| Original Contract Time:   | 450             |          |
| Time Adjustment by previous Quan. Adj./Change Order:  | 106             |          |
| Time Adjustment by this Quan. Adj./Change Order:  | 19              |          |
| New Contract Time:  | 575             |          |

Submitted for Approval

Prepared By: Joe Hernandez, Project Manager, J.D. Abrams, LP 3/8/23  
Signature Printed Name, Title, Company Date

Approvals

Contractor: Gerald D. Pohlmeier GERALD D. POHLMAYER 03/09/2023  
Signature Printed Name, Title, Company Date  
 City Project Manager: [Signature] GERALD D. POHLMAYER 03/09/2023  
Signature Printed Name, Title, Company Date  
 Mayor/City Manager: \_\_\_\_\_  
Signature Printed Name, Title, Date



Exhibit "B"



Contract Quantity Adjustment/Change Order

Project Name: Kenney Fort Sect. 2 & 3

Quan. Adj./Change Order No.: 6

Quantity Adjustment Data

| Bid Item #             | Item Description                        | Unit | Qty.  | Unit Price | Amount             | Contract Time Adjustment (Days) |
|------------------------|---|------|-------|------------|--------------------|---------------------------------|
| <b>ROADWAY</b>         |   |      |       |            |                    |                                 |
| 6                      | EXCAVATION (ROADWAY)                    | CY   | 897   | \$5.00     | \$4,485.00         |                                 |
| 7                      | EMBANKMENT (FINAL)(ORD COMP/)(TY B)     | CY   | -462  | \$8.00     | -\$3,696.00        |                                 |
| 8                      | FL BS (CMP IN PLC)(TY A GR S)(FNAL POS) | CY   | 644   | \$0.01     | \$6.44             |                                 |
| 9                      | LIME (HYDRATED LIME)(SLURRY)            | TON  | -3    | \$150.00   | -\$450.00          |                                 |
| 10                     | LIME TRT (SUBGRADE)(12")                | SY   | -111  | \$4.00     | -\$444.00          |                                 |
| 11                     | PRIME COAT (MULTI OPTION)               | GAL  | 194   | \$4.00     | \$776.00           |                                 |
| 28                     | COLORLED TEXTURED CONC (5")             | SY   | 74    | \$85.00    | \$6,290.00         |                                 |
| 29                     | CONC CURB & GUTTER (TY II)              | LF   | -94   | \$18.00    | -\$1,692.00        |                                 |
| 40                     | IN SM RD SN SUP&AMTY10BWG(1)SA(P)       | EA   | 2     | \$545.90   | \$1,091.80         |                                 |
| 57                     | REFL PAV MRK TY I (W)8"(SLD)(090MIL)    | LF   | 330   | \$5.10     | \$1,683.00         |                                 |
| 60                     | REFL PAV MRK TY I (W)(ARROW)(090MIL)    | EA   | 4     | \$154.50   | \$618.00           |                                 |
| 62                     | REFL PAV MRK TY I (W)(WORD)(090MIL)     | EA   | 4     | \$154.50   | \$618.00           |                                 |
| 72                     | REFL PAV MRKR TYII-C-R                  | EA   | 16    | \$3.61     | \$57.76            |                                 |
| 80                     | D-GR HMA TY-B PG64-22                   | TON  | 375   | \$73.00    | \$27,375.00        |                                 |
| 81                     | D-GR HMA TY-D PG76-22                   | TON  | 119   | \$97.00    | \$11,543.00        |                                 |
| 82                     | TACK COAT                               | GAL  | 87    | \$4.00     | \$348.00           |                                 |
| 85                     | GEOGRID BASE REINFORCEMENT (TY II)      | SY   | 966   | \$1.60     | \$1,545.60         |                                 |
| <b>DRAINAGE</b>        |   |      |       |            |                    |                                 |
| 104                    | RC PIPE (CL III)(24 IN)                 | LF   | 1     | \$70.00    | \$70.00            |                                 |
| <b>ILLUMINATION</b>    |   |      |       |            |                    |                                 |
| 194                    | CONDT (PVC)(SCH 40)(2")                 | LF   | 9     | \$8.24     | \$74.16            |                                 |
| 147                    | ELEC CONDR (NO.6) BARE                  | LF   | 9     | \$1.65     | \$14.85            |                                 |
| 148                    | ELEC CONDR (NO.6) INSULATED             | LF   | 18    | \$2.06     | \$37.08            |                                 |
| <b>EROSION CONTROL</b> |   |      |       |            |                    |                                 |
| 197                    | FURNISHING AND PLACING TOPSOI (4")      | SY   | -1755 | \$0.97     | -\$1,702.35        |                                 |
| 198                    | BROADCAST SEED (PERM)(URBAN)(CLAY)      | SY   | -1755 | \$0.29     | -\$508.95          |                                 |
| 199                    | BROADCAST SEED (TEMP) (WARM)            | SY   | -878  | -\$0.29    | -\$254.48          |                                 |
| 200                    | BROADCAST SEED (TEMP) (COOL)            | SY   | -878  | -\$0.29    | -\$254.48          |                                 |
| 201                    | VEGETATIVE WATERING                     | MG   | -123  | \$5.00     | -\$613.85          |                                 |
| 214                    | BIODEG EROSN CONT LOGS (INSTL) (8")     | LF   | 38    | \$6.00     | \$228.00           |                                 |
| 216                    | BIODEG EROSN CONT LOGS (REMOVE)         | LF   | 38    | \$0.50     | \$19.00            |                                 |
| <b>TOTALS:</b>         |   |      |       |            | <b>\$47,264.58</b> | <b>0</b>                        |