

EXHIBIT

"A"

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF ROUND ROCK, TEXAS
AND
CHANDLER CREEK, L.P.**

This Development Agreement ("Agreement") is made and entered into this ____ day of _____, 2018 by and between the City of Round Rock, Texas (the "City"), a home rule municipal corporation of the State of Texas, and Chandler Creek, L.P., a Texas limited partnership ("Chandler").

WHEREAS, the City and Chandler desire to cooperate in the design and construction of the proposed extension of Oakmont Drive (the "Oakmont Drive Extension") at the locations described herein; 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") owned by Chandler is shown on **Exhibit "A"**, attached hereto.

3. **Oakmont Drive Extension Definition.** The Oakmont Drive Extension includes: (i) the construction of approximately Eight Hundred Ten (810') linear feet of roadway improvements from the McNeil Park Baseball fields west of the Property to the proposed extension of Mays Street, and (ii) the construction of approximately Twelve Hundred Twenty (1,220') linear feet of roadway improvements from Cypress Boulevard to Sunrise Road, both as depicted in **Exhibit "B"**, attached hereto.

4. **Oakmont Drive Extension Right-of-Way.**

- (a) On or before January 15, 2019, Chandler, or its affiliates, will convey to the City free and clear of any and all liens, by special warranty deed, in the form attached hereto as **Exhibit "C"** the following described tracts of land (collectively, the "Right of Way Parcels"): (i) Tracts 1A, 1B, 1C, 1D, and 1E shown on **Exhibits D.1-D.5**, all of which are located between the McNeil Park Baseball Fields west of the Property and the proposed extension of Mays Street; (ii) Tract 2 shown on **Exhibit "E"**, which is a 10-

foot wide strip of land located between the proposed Mays Street extension and Cypress Boulevard; and (iii) Tracts 3A, 3B, and 3C shown on **Exhibits "F.1-F.3"**, located between Cypress Boulevard and Sunrise Road.

- (b) Chandler will, at its sole expense, retain Hagood Engineering Associates, Inc. to prepare metes and bounds descriptions of the Right of Way Parcels and a calculation of the number of square feet of land surface area within the Right of Way Parcels (collectively, the "Tract Descriptions").
- (c) Concurrently with, and as a condition to Chandler's conveyance of the Right of Way Parcels, the City will pay to Chandler, in readily available funds, an amount equal to the product of the number of square feet of land surface area within Tracts 1A, 1C, 1D, 1E, 2, 3B and 3C (as determined in connection with the Tract Descriptions), multiplied by \$6.85. The City and Chandler estimate that: (i) the above referenced Tracts contain approximately 94,000 square feet of land surface area; and (ii) the compensation to be paid by the City to Chandler will be approximately \$643,900. Chandler will dedicate to the City Tract 1B, containing approximately 0.282 acres, and Tract 3A, containing approximately 1.80 acres, free and clear of all liens. by special warranty deed

4. **Oakmont Drive Extension Design Costs.** Chandler will, at its sole expense, retain Hagood Engineering Associates, Inc. to prepare roadway construction plans for the portions of the Oakmont Drive Extension to be constructed within Tracts 1A, 1D, 3A, 3B, and 3C (the "Chandler Roadway Plans"). The City will, at its sole expense, retain Hagood Engineering Associates, Inc. to prepare roadway construction plans for all other roadway improvements to be constructed between Chandler Creek and Sunrise Road, including the bridge across Chandler Creek (the "City Roadway Plans"). The Chandler Roadway Plans and the City Roadway Plans (collectively, the "Roadway Plans") must be reasonably acceptable to both parties. The parties agree to use reasonable efforts to cause the Roadway Plans to be: (i) completed and ready for review within 120 days after the date of this Agreement; and (ii) approved by both parties within 150 days after the date of this Agreement.

5. **Oakmont Drive Extension Construction Costs.**

(a) The City shall, at its sole expense, construct all of the anticipated roadway improvements between Chandler Creek and Sunrise Road, including the bridge across Chandler Creek (collectively, the "Oakmont Drive Improvements"). The Oakmont Drive Improvements will include, without limitation, all of the improvements described in the Roadway Plans.

(b) The City shall: (i) if necessary, acquire such land not currently owned by Chandler or its affiliate at the time of this Agreement including without limitation all necessary drainage and slope easements and right-of-way; (ii) commence construction of the Oakmont Drive Improvements within 120 days after approval of the Roadway Plans; and (iii) substantially complete construction of the Oakmont Drive Improvements within 300 days after approval of the Roadway Plans.

II. Miscellaneous

1. **Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and Chandler 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 Chandler 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 Chandler.
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. **Notice.** All notices shall be in writing and shall be deemed effective upon receipt by the addressee after being sent by certified or registered mail or by Federal Express or an equivalent "Next Day Air" service to the addresses listed below:

City of Round Rock
Attn: City Manager
City Hall
221 East Main
Round Rock, Texas 78664

Chandler Creek, L.P.
Attn: Brian Burke
260 E. Baker Street, Ste. 100
Costa Mesa, CA 92626

9. **Force Majeure.** Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or due to circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers thereunto duly authorized.

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

CHANDLER CREEK, L.P., a Delaware limited partnership

By: **CHANDLER CREEK COMPANY**, a Delaware corporation, its General Partner

By: _____

Printed Name: _____

Title: _____

EXHIBIT

"A"

tabbies

TRACT 1B= 0.282 ACRES
12301 S.F.

TRACT 1A= 0.958 ACRES
(41745 S.F.)

TRACT 1E= 0.336 ACRES
14,679 S.F.

TRACT 1C= 0.129 ACRES
5626 S.F.

CHANDLER CREEK
PARCEL E&F LP

TRACT 1D= 0.097 ACRES
4,263 S.F.

OAKS AT CHANDLER CREEK
COMMERCIAL CONDOMINIUMS

CHANDLER CREEK LP

TRACT 2=0.223 ACRES
9716 S.F.

CHANDLER CREEK
PARCEL G&I LP

TRACT 3C=0.36 ACRES
(15,798 S.F.)

CHANDLER CREEK
PARCEL G&I LP

TRACT 3B= 0.049 ACRES
2173 S.F.

SUNRISE BLVD.

REFER TO THE FOLLOWING PAGES FOR LEGAL DESCRIPTIONS OF EACH TRACT

Exhibit B

(Oakmont Drive Extension)

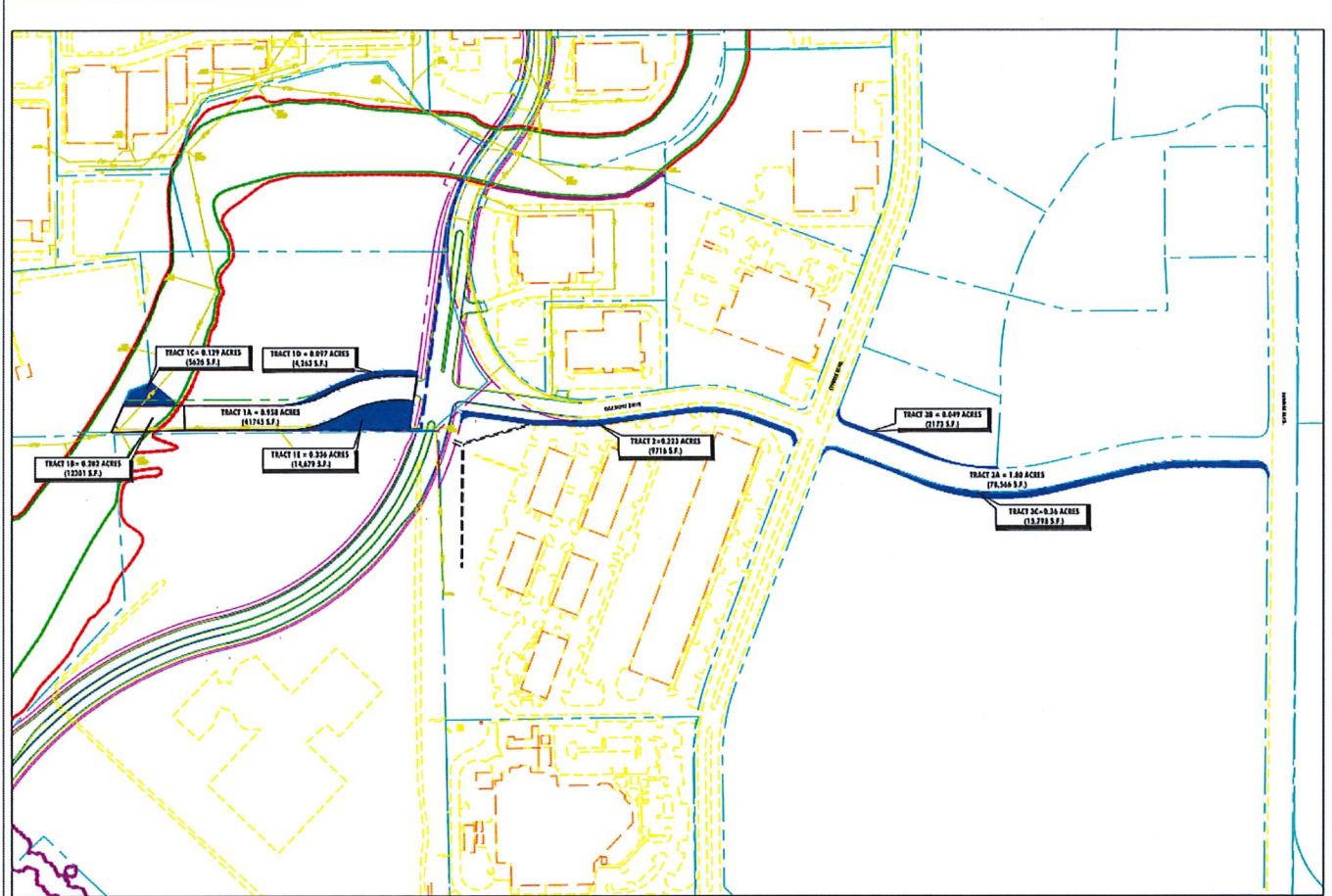


Exhibit C

(Agreed Deed Form)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

§ KNOW ALL MEN BY THESE PRESENTS: THAT

COUNTY OF WILLIAMSON §

_____, a _____ ("Grantor"), for \$10.00 and other good and valuable cash consideration, to Grantor in hand paid by THE CITY OF ROUND ROCK, TEXAS, a home rule municipality in Williamson County, Texas ("Grantee"), whose mailing address is _____, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to herein, the land described on Exhibit "A" attached hereto and incorporated herein by reference and all improvements located thereon (collectively, the "Property") and all of Seller's right, title and interest in and to all appurtenances benefiting or pertaining to Property (the "Appurtenances"), but only to the extent that the same benefit the Property and not any other property. Grantor reserves all rights to the Appurtenances to the extent the same benefit any property other than the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee's successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all easements, rights of way, leases, reservations, mineral severances, covenants, conditions, restrictions and other documents or matters of any kind or nature affecting the Property which are filed of record or are visible or apparent on the ground; and (b) all standby fees, taxes and assessments by any taxing authority for the current and all subsequent years, and all liens securing the payment of any of the foregoing.

GRANTOR HAS EXECUTED AND DELIVERED THIS DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS DEED AND HAS ACCEPTED THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL

FAULTS", WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. AS A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S CONVEYANCE OF THE PROPERTY TO GRANTEE, GRANTEE BY GRANTEE'S ACCEPTANCE OF THIS DEED, AGREES AND ACKNOWLEDGES THAT: (A) GRANTEE IS TAKING THE PROPERTY WITH ANY AND ALL LATENT AND PATENT DEFECTS; (B) THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR ANY PARTICULAR PURPOSE; (C) GRANTEE IS NOT RELYING ON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF GRANTOR'S AGENTS, EMPLOYEES AND REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED; (D) GRANTEE IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY; (E) GRANTEE DISCLAIMS THE EXISTENCE OF ANY DUTY TO DISCLOSE ON THE PART OF GRANTOR AND GRANTOR'S AGENTS, EMPLOYEES AND REPRESENTATIVES AND GRANTEE FURTHER DISCLAIMS ANY RELIANCE ON THE SILENCE OF GRANTOR AND GRANTOR'S AGENTS, EMPLOYEES AND REPRESENTATIVES; (F) GRANTEE TAKES AND ACCEPTS THE PROPERTY SUBJECT TO THE DISCLAIMERS SET OUT IN THIS DEED; (G) GRANTEE RELEASES GRANTOR FROM ANY AND ALL LIABILITIES, OBLIGATIONS, CLAIMS AND CAUSES OF ACTION OF ANY KIND OR NATURE FOR, CONCERNING OR REGARDING THE DISCLAIMED MATTERS (INCLUDING WITHOUT LIMITATION, ALL LIABILITY FOR CONTRIBUTION AND INDEMNITY), REGARDLESS OF WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, STATUTE OR OTHERWISE; (H) THIS "AS IS" PROVISION WAS FREELY NEGOTIATED AND PLAYED AN IMPORTANT PART IN THE BARGAINING PROCESS BY WHICH GRANTOR AGREED TO CONVEY THE PROPERTY TO GRANTEE; (I) GRANTEE DISCLAIMS RELIANCE ON GRANTOR AND ACCEPTS THE PROPERTY "AS-IS" WITH FULL AWARENESS THAT THE PROPERTY'S PRIOR USES AND OTHER DISCLAIMED MATTERS COULD AFFECT THE PROPERTY'S CONDITION, VALUE, SUITABILITY AND FITNESS AND GRANTEE HEREBY ASSUMES ALL RISK ASSOCIATED THEREWITH; (J) THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED IN THIS "AS IS" PROVISION COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE; AND (K) GRANTEE HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS "AS IS" PROVISION.

EXECUTED AND DELIVERED by Grantor on the date set out below.

GRANTOR:

_____,
a _____

By: _____,
a _____, its _____

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

County of _____)

On _____, 2018 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature: _____ (Seal)

EXHIBIT D.1

TRACT 1A

SCALE 1"=100'

LOT2, BLOCK B, OAKMONT
CENTER SECTION 5

TRACT 1A = 0.958 ACRES
(41745 S.F.)

L4

OAKMONT DRIVE EXTENSION

L1

C1

L3

C4

C2

C3

L2

N. MAYS STREET

Parcel Table

Line #/Curve #	Length	Direction/Delta	Radius
C1	134.115	028.7261	267.500
C2	243.539	036.5132	382.156
C3	190.167	035.5193	306.756
C4	179.152	033.7514	304.125
L1	257.112	N69° 52' 59.73"E	
L2	65.746	S12° 35' 14.13"E	
L3	255.054	S69° 51' 06.91"W	
L4	65.172	N21° 55' 35.38"W	

EXHIBIT D.2

TRACT 1B

SCALE 1" = 20'

LOT2, BLOCK B, OAKMONT
CENTER SECTION 5

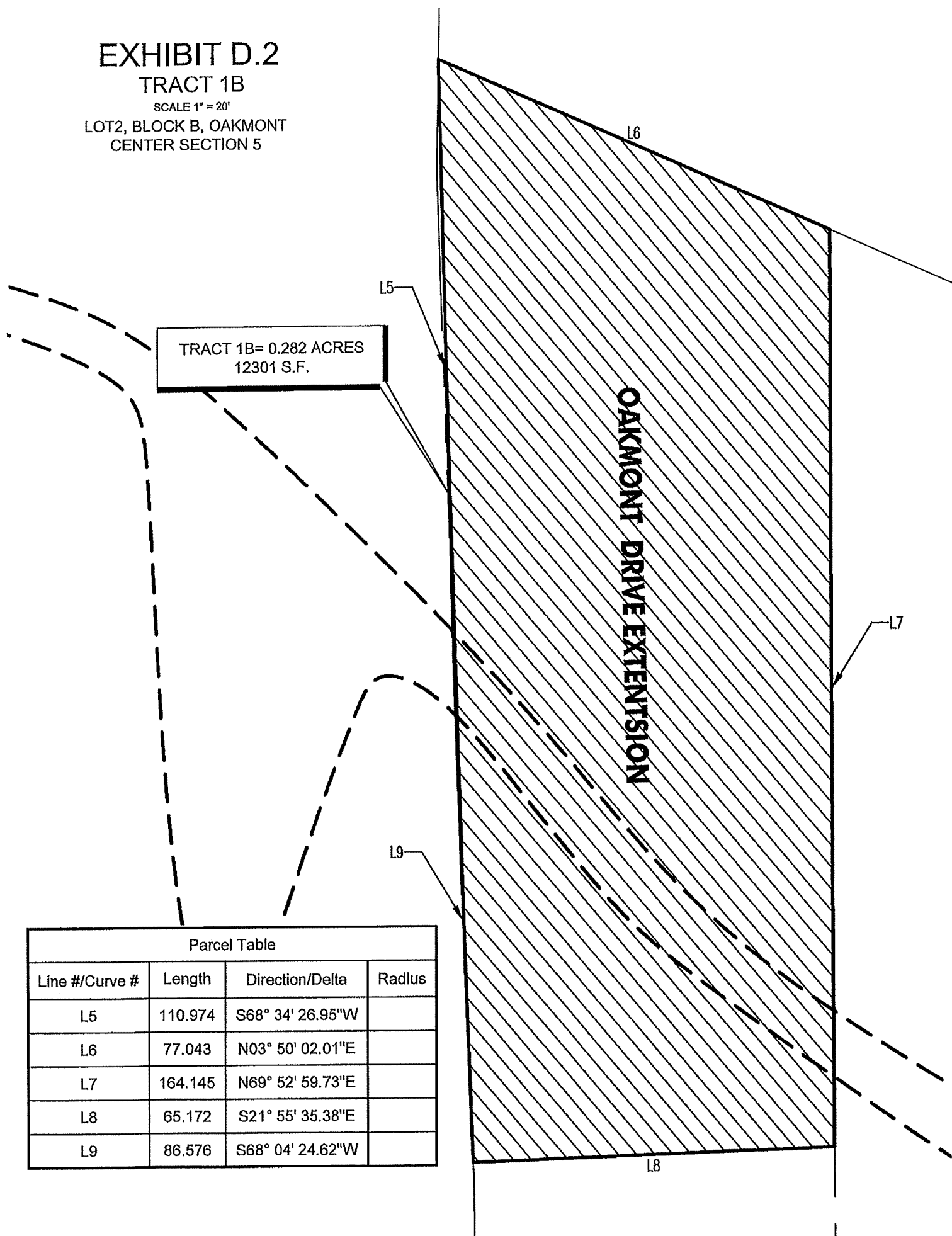


EXHIBIT D.3
TRACT 1C
SCALE 1" = 20'
LOT2, BLOCK B, OAKMONT
CENTER SECTION 5

TRACT 1C= 0.129 ACRES
5626 S.F.

OAKMONT DRIVE EXTENSION

L10

L13

L12

L11

Parcel Table

Line #/Curve #	Length	Direction/Delta	Radius
L10	150.003	N69° 52' 59.73"E	
L11	98.651	N70° 25' 38.90"W	
L12	60.600	S47° 53' 02.01"W	
L13	44.097	S03° 50' 02.01"W	

EXHIBIT D.4

TRACT 1D

SCALE 1" = 50'

LOT 2, BLOCK B, OAKMONT
CENTER SECTION 5

OAKMONT DRIVE EXTENSION

TRACT 1D = 0.097 ACRES
4,263 S.F.

Parcel Table

Line #/Curve #	Length	Direction/Delta	Radius
C5	134.115	028.7261	267.500
C6	243.162	034.8143	400.186
C8	239.850	035.5325	386.756
C9	66.050	001.4430	2622.634
C10	77.677	025.7431	172.884
L14	14.254	N12° 20' 18.15"W	

N. MAYS STREET

EXHIBIT D.5

TRACT 1E

SCALE 1" = 50'

LOT 2, BLOCK B, OAKMONT
CENTER SECTION 5

TRACT 1E = 0.336 ACRES
14,679 S.F.

L15

C13

C12

OAKMONT DRIVE EXTENSION

C11

C16

L16

Parcel Table

Line #/Curve #	Length	Direction/Delta	Radius
C11	48.922	005.8426	479.755
C12	69.145	013.0210	304.255
C13	34.281	006.7104	292.703
C16	184.767	034.6096	305.880
L15	312.991	N69° 53' 04.30"E	
L16	76.923	N12° 32' 34.49"W	

N. MAYS STREET

EXHIBIT E TRACT 2

SCALE 1" = 100'

OAKS AT CHANDLER CREEK
COMMERCIAL CONDO

Parcel Table

Line #/Curve #	Length	Direction/Delta	Radius
C17	39.163	089.7548	25.000
C19	179.380	028.5494	359.997
C20	236.072	000.0382	354419.109
C21	59.422	010.0102	340.113
C24	37.181	085.2126	25.000
C28	63.433	010.2525	354.496
C29	233.706	000.0465	287938.857
C30	184.490	029.4780	358.589
C32	39.163	089.7548	25.000
L17	100.132	N89° 16' 05.93"W	
L18	122.998	S71° 39' 14.34"W	
L19	165.928	S77° 50' 45.00"W	
L20	32.969	N08° 49' 02.31"W	
L21	188.310	N77° 50' 45.00"E	
L22	118.947	N70° 50' 35.62"E	
L23	100.089	S89° 16' 05.93"E	
L24	10.000	S00° 29' 11.32"W	

N. MAYS STREET

TRACT 2 = 0.223 ACRES
9716 S.F.

OAKMONT DRIVE
EXTENSION

CYPRESS BLVD.

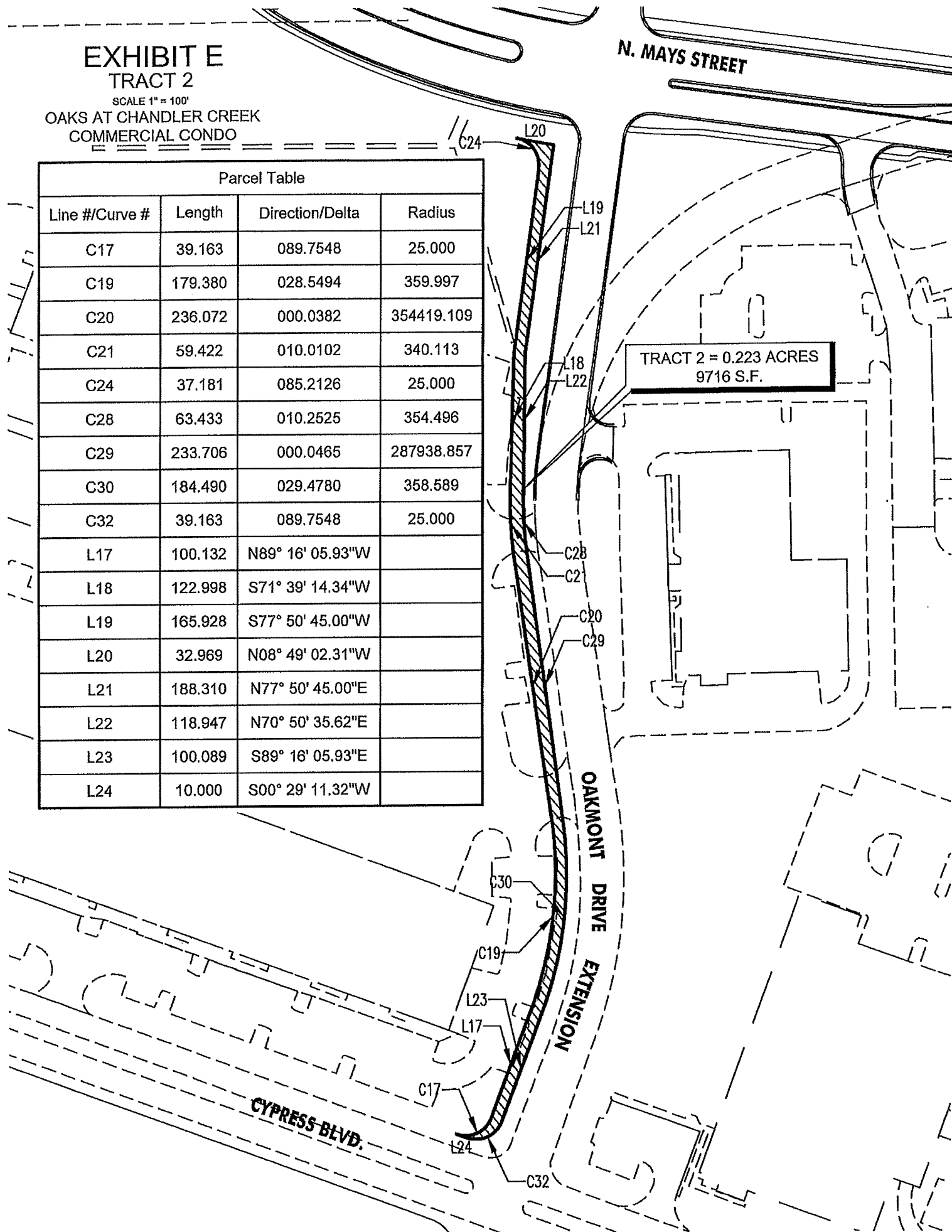
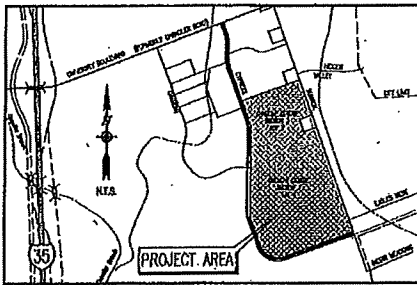


EXHIBIT F.1

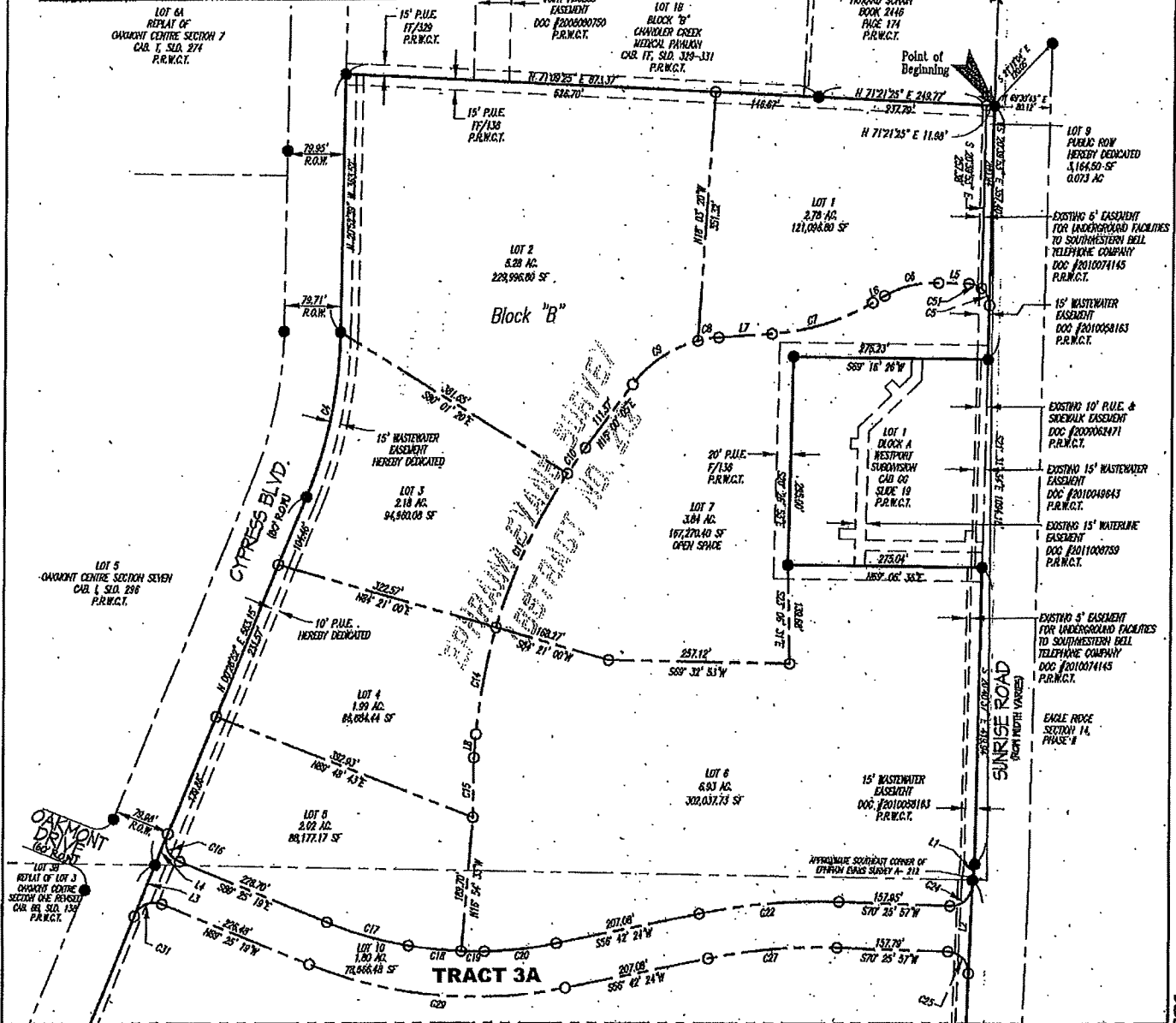
SITE LOCATION MAP



1"=100'

LEGEND

- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- P.U.E. PUBLIC UTILITY EASEMENT
- BENCHMARK



SEE SHEET 2 FOR CONTINUATION

OWNER: Chandler Creek Paved & L, L.P.
6540 Oakmont Dr. Suite 210
Round Rock, Texas 78665

ACKNOWLEDGE: 72.40
SURVEYOR: Castleberry Surveying Ltd.

3013 Williams Drive, Suite 903
Georgetown, Texas 78628
Phone (612) 930-1800
Fax (612) 930-9369
Clyde C. Castleberry, Jr., R.P.L.S.
1
NUMBER OF BLOCKS: 10
NUMBER OF LOTS: 0 L.P.
LINEAR FEET OF STREETS: 0 L.P.
SUBMITTAL DATE: November 16, 2011
PLANNING AND ZONING COMMISSION: December 14, 2011
BENCHMARK: BM# A: 'X' set in top of curb
ELEV: 777.80
BM# B: Post spike set between
sidewalk & back of curb
ELEV: 769.67

ACREAGE BY LOT TYPE: Development - 69.487
Open Space - 3.84
R.O.M. - 0.78
SURVEY: Ephraim Ryan Survey, A-212
& David Curry Survey, A-180
ENGINEER: Hagood Engineering Associates
One Chisholm Trail, Suite 6300
Round Rock, Texas 78665
Phone (612) 244-1016
Fax (612) 244-1010
Terry R. Hagood, P.E.
NUMBER OF LOTS BY TYPE: Development - 8
Open Space - 1
R.O.M. - 1

CHANDLER OAKS SUBDIVISION

A REPLAT OF LOTS 3 AND 4,
OAKMONT CENTRE, SECTION 3



Sheet

1

of 3

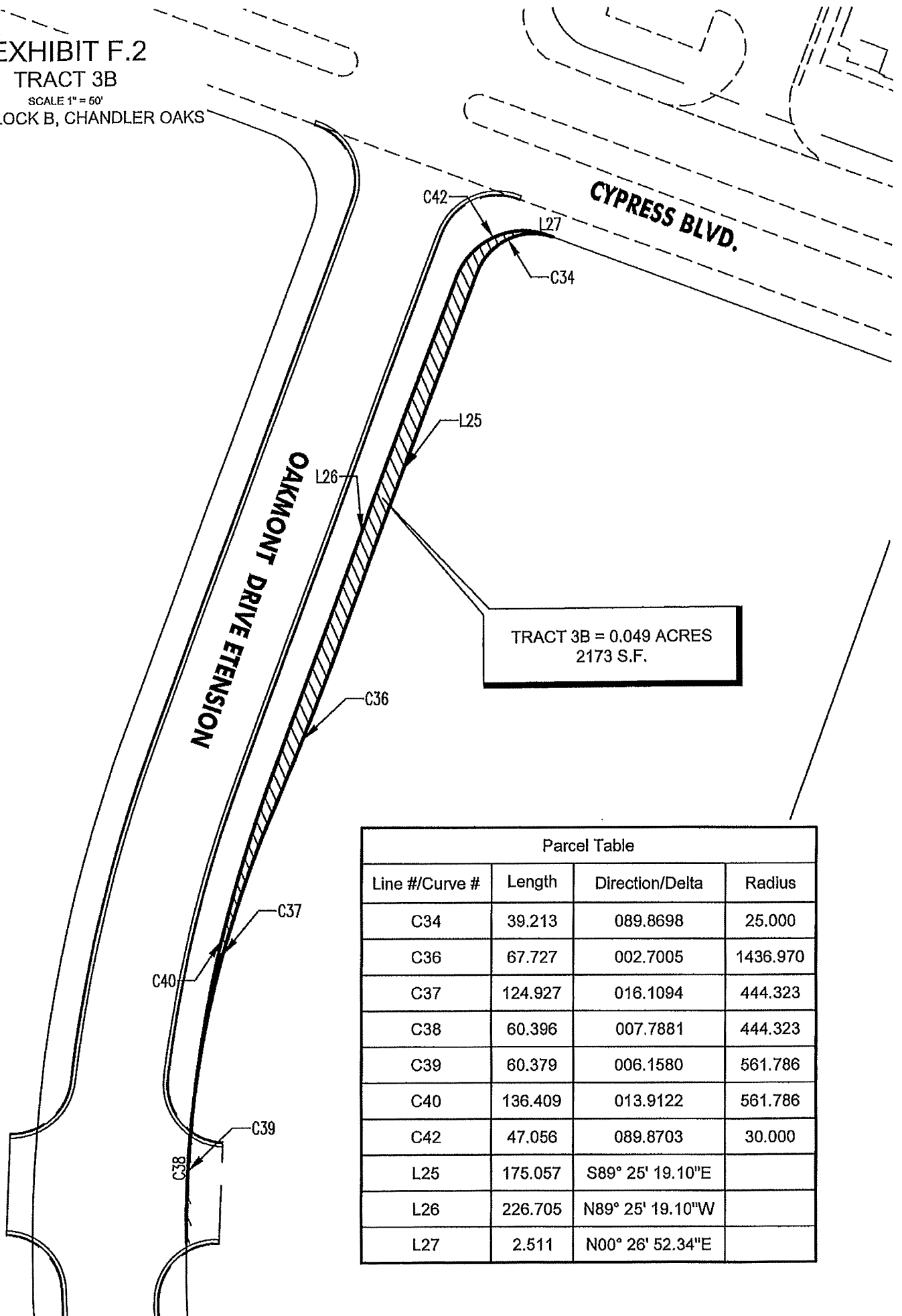
Doc # 2012098474

EXHIBIT F.2

TRACT 3B

SCALE 1" = 60'

LOT5, BLOCK B, CHANDLER OAKS



Parcel Table

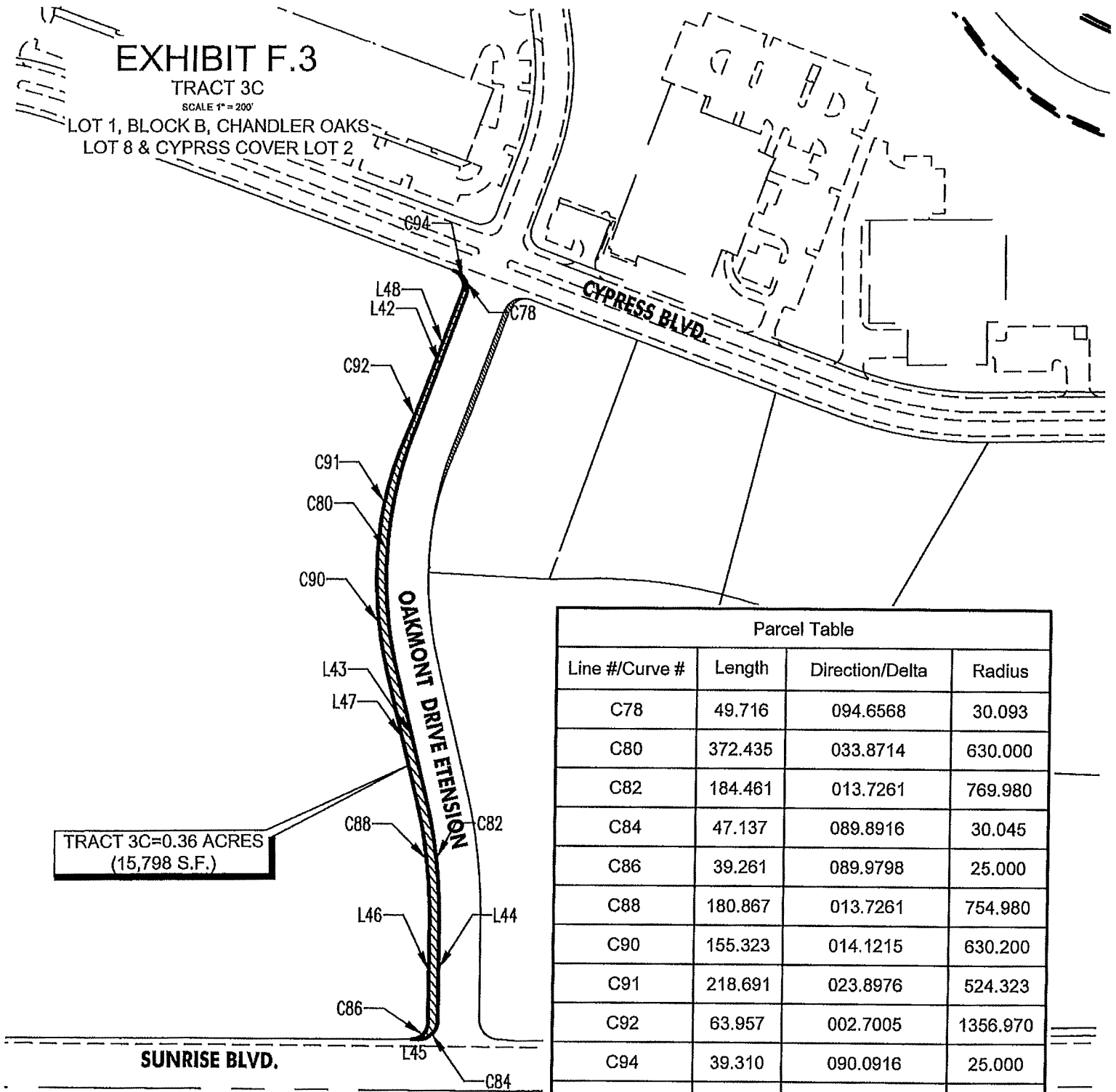
Line #/Curve #	Length	Direction/Delta	Radius
C34	39.213	089.8698	25.000
C36	67.727	002.7005	1436.970
C37	124.927	016.1094	444.323
C38	60.396	007.7881	444.323
C39	60.379	006.1580	561.786
C40	136.409	013.9122	561.786
C42	47.056	089.8703	30.000
L25	175.057	S89° 25' 19.10"E	
L26	226.705	N89° 25' 19.10"W	
L27	2.511	N00° 26' 52.34"E	

EXHIBIT F.3

TRACT 3C

SCALE 1" = 200'

LOT 1, BLOCK B, CHANDLER OAKS
LOT 8 & CYPRSS COVER LOT 2



Parcel Table

Line #/Curve #	Length	Direction/Delta	Radius
C78	49.716	094.6568	30.093
C80	372.435	033.8714	630.000
C82	184.461	013.7261	769.980
C84	47.137	089.8916	30.045
C86	39.261	089.9798	25.000
C88	180.867	013.7261	754.980
C90	155.323	014.1215	630.200
C91	218.691	023.8976	524.323
C92	63.957	002.7005	1356.970
C94	39.310	090.0916	25.000
L42	226.481	S89° 25' 19.00"E	
L43	207.084	N56° 42' 24.00"E	
L44	158.901	N70° 25' 57.00"E	
L45	9.957	S19° 35' 15.58"E	
L46	163.903	S70° 25' 57.00"W	
L47	207.084	S56° 42' 24.00"W	
L48	174.384	N89° 25' 20.50"W	