

1. **The Project.** Developer is planning and developing multi-use subdivision on the Property comprised primarily of single family residences, in accordance with the Concept Plan, over a period of up to 20 years, and in conjunction therewith is proposing to subdivide the Property through a series of subdivision plats. As part of the development of the Property, the Developer is desiring to close an existing median cut on Parmer Lane and replace it with a new median cut, including traffic signalization, in accordance with the plans and specifications listed in the above-referenced Advance Funding Agreement, at the proposed intersection of Avery Ranch Boulevard and Parmer Lane.

2. **Surety.** Developer agrees to submit, or cause to be submitted, in a form acceptable to the County, a performance bond or other surety as requested by the County, in an amount of 100% of the estimated construction costs as listed in the Advance Funding Agreement. Additionally, the surety shall be supplemented at the request of the County if the construction costs increase over and above the costs listed in the Advance Funding Agreement.

3. **Project Responsibility.** Both parties acknowledge that County is not responsible for any aspect of the construction of the Project as stated in the Advance Funding Agreement.

4. **Violation of this Agreement.** Both parties acknowledge that County is acting only as a sponsor for said project and is under absolutely no obligation to commit any funds or labor to said Project.

5. **Miscellaneous Provisions.**

a. **Actions Performable.** The County and Developer agree that all actions to be performed under this Agreement are performable solely in Williamson County, Texas.

b. **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.

c. **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.

d. **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.