

**BLANCO RIVER RANCH (Phase Two Residential—Savannah District)
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This Blanco River Ranch (Phase Two Residential - Savannah District Area) Development Agreement (this “*Agreement*”) is entered into between the **CITY OF KYLE**, a Texas home rule city and municipal corporation (the “*City*”), **BLANCO RIVER RANCH PROPERTIES LP**, a Texas limited partnership, or its successors and assigns (“*Seller*”) and **TOLL SOUTHWEST, LLC**, a Delaware limited liability company, or its successors and assigns (“*Purchaser*”). In this Agreement, the City, Seller and Purchaser are sometimes individually referred to as “*a Party*” and collectively referred to as “*the Parties*”.

RECITALS

A. **WHEREAS**, Seller and the City previously entered into the “Blanco River Ranch Interim Annexation and Development Agreement” dated effective as of May 6, 2016 and recorded under Document No. 2016-16014615, Official Public Records of Hays County, Texas (the “*IDA*”) relating to the development of approximately 2,166 acres of land more particularly described therein (the “*Blanco River Ranch*”). The IDA contemplated, among other things, that the City and Seller would enter into a final development agreement for the Blanco River Ranch, and that the City would create a public improvement district and other financing mechanisms such as a Tax Increment Financing District for the Blanco River Ranch.

B. **WHEREAS**, on May 16, 2017, the Seller and the City entered into a Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 17018505 in the Official Public Records of Hays County, Texas (“*Phase I Development Agreement*”) for an approximate 858.7 acre tract of land out of Blanco River Ranch.

C. **WHEREAS**, on May 25, 2017 Seller, the City and Hays County, a political subdivision of the State of Texas entered into a Tri-Party Agreement providing for Regulation of Subdivision and Approval of Blanco River Ranch Phase One Residential recorded under Document No. 17018506 of the Official Public Records of Hays County, Texas (“*Tri-Party Agreement*”) governing the approximate 858.7 acre HMBRR Tract of land out of Blanco River Ranch.

D. **WHEREAS**, on September 20, 2017 Seller assigned its rights under the Phase I Development Agreement to HMBRR Development, Inc., a Texas corporation, HMBRR, LP, a Texas limited partnership and HMBRR LP #2, a Texas limited partnership (collectively “*HMBRR*”) recorded under Document No. 17034183 in the Official Public Records of Hays County, Texas.

E. **WHEREAS**, on September 27, 2017 Seller entered into that one Assignment and Assumption of Rights and Obligations Under Tri Party Agreement and assigned its rights related

to the HMBRR Tract to HMBRR under the Tri Party Agreement and Seller retained all rights with respect to the BRR Remainder of Blanco River Ranch.

F. **WHEREAS**, on October 15, 2019 Seller and the City entered into that First Amendment to the Blanco River Ranch Interim Annexation and Development Agreement recorded under Document No. 19038569 to provide for agreements related to the development and approvals for the Remainder and on December 7, 2020 the City and HMBRR entered into that First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 20056036 in order to amend certain provisions of the Phase I Development Agreement and to set forth the further obligations of the parties related to Blanco River Ranch and the Phase I Residential.

G. **WHEREAS**, Seller is presently under contract to sell the 201.377 acre tract of land described on the attached **Exhibit "A"** (the "*Property*") to Purchaser such Property being a portion of the Blanco River Ranch. Purchaser intends to develop the Property for single-family residential purposes and related amenities and improvements, as more particularly described in this Agreement. The City, Seller and Purchaser have agreed that this Agreement will constitute the final and exclusive development agreement contemplated by the IDA or any amendments thereto with respect to the Property.

H. **WHEREAS**, on contemporaneous date herewith, being April 19, 2022, but subsequent to the execution of this Agreement, the Property was annexed into the City by Ordinance Number 1192.

I. **WHEREAS**, on contemporaneous date herewith, being April 19, 2022, the Savannah Ranch Public Improvement District was created by Resolution Number 1296 to encompass solely the Property for the purpose of constructing certain public improvements that are authorized to be financed through PID Assessments and bonds issued by the PID pursuant to Chapter 372, Texas Local Government Code.

J. **WHEREAS**, the City acknowledges that the creation of the PID, as hereinafter defined, shall apply solely to the Property and will promote the interests of the City, that the public improvement projects contemplated for the Property and described in this Agreement will confer a special benefit on the Property, and that the contemplated PID and TIRZ financing is essential for the development of the Property as contemplated by this Agreement.

K. **WHEREAS**, on contemporaneous date herewith being April 19, 2022, the City created the City of Kyle Tax Reinvestment Zone Number 3 by Ordinance No. 1191 which encompasses the Property.

L. **WHEREAS**, the TIRZ preliminary project plan, as hereinafter defined, provides that after payment of the TIRZ administrative expenses, TIRZ funds will be used to pay for the Public Improvements (hereinafter defined) through an annual reduction of a portion of the PID Assessment and interest component of the annual installments of the PID Assessment, as will be

further described in the Preliminary Project Plan for the TIRZ and the PID SAP, as hereinafter defined, for the PID.

M. **WHEREAS**, the Purchaser is required to construct certain internal and offsite improvements in accordance with the phasing schedule set forth in Section 3.02, and make certain financial contributions towards additional improvements, herein referred to as the PID Contribution Amount.

N. **WHEREAS**, the City owns, operates, and maintains a water supply system, including groundwater wells and surface water supplies, and a wastewater collection, treatment, and disposal system, including a wastewater treatment plant operating under TPDES Permit Number WQ0011041002, to serve the needs of its customers.

O. **WHEREAS**, the purpose of this Agreement is to set forth certain development standards for the Property, address the terms for funding of Authorized Improvements and Public Improvements, as defined herein, through the PID and the TIRZ respectively, to set forth the Purchaser's obligations regarding the timing of construction of the Subdivision Improvements and the payment of the PID Contribution Amount, to set forth the Seller's obligations regarding construction of regional wastewater infrastructure, and to and to set forth other related agreements of the Parties regarding development of the Property.

P. **WHEREAS**, subject to the terms and conditions set forth in Section 12.03, the Parties intend that this Agreement is a development agreement as provided for by state law, including Section 212.171 et seq. of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the City, Seller and Purchaser agree as follows:

ARTICLE I RECITALS AND DEFINITIONS

Section 1.01 Recitals. The City Council finds and determines that each of the Recitals contained in this Agreement are true and correct and such Recitals are incorporated into this Agreement for all purposes.

Section 1.02 Defined Terms. In addition to the defined terms set forth in the Recitals and elsewhere in this Agreement, the following terms will have the meanings set forth below when used in this Agreement:

“Anthem Cost Share” means a pro-rata share of the cost of the Anthem Water Facilities which is currently estimated to be \$1,560,000 pursuant to the cost participation percentages set forth in **Exhibit I** and the Anthem Water Facilities Agreement. The total amount of the Anthem Cost Share shall be finally determined based on the actual cost to design and construct the Anthem Water Facilities. If Anthem Cost Share is greater than \$1,560,000, the Seller shall pay the City

the balance of the Anthem Cost Share, up to a maximum of \$350,000, in accordance with Section 3.03.

“Anthem Water Facilities” means the ground water storage tank, elevated water storage tank and related facilities further described in the Anthem Water Facilities Agreement.

“Applicable City Rules” means the provisions of the City Code regulating land development and building construction, in effect on the Vesting Date.

“Anthem Water Facilities Agreement” means that certain FM 150 Water Facilities Service, Financing, and Construction Agreement dated July 7, 2020, by and among the Anthem Municipal Utility District, Kyle 150, LP, HMBRR Development, LP, the City of Kyle, Kyle Mortgage Investors, LLC, David Beseda, and Covey Fund I, LP as amended from time to time.

“Authorized Improvements” means the Subdivision Improvements, or portions thereof, and the PID Contribution Amount, or portions thereof, that confer a special benefit on the Property and that qualify as authorized public improvements under Section 372.003, *Texas Local Government Code*, and the PID Policy, which shall be financed through the PID as provided in this Agreement. In the event of a conflict between a description of the Authorized Improvements set forth in this Agreement and the PID SAP, the PID SAP shall control.

“BRR Remainder” means the remainder of the Blanco River Ranch, being all of the 2,166 acre tract described in the IDA, save and except the Property and the HMBRR Tract.

“City Charter” means the City Charter of the City, as amended from time to time.

“City Code” means the City’s Code of Ordinances, as amended from time to time.

“City Council” means the City Council of the City or its successor.

“City’s Engineer” means a licensed professional engineer selected by the City to provide the engineering services described in this Agreement to the City, or his/her designee.

“City’s Water System” means all water supply, treatment, transmission, and distribution facilities; lines, mains, reservoirs, and pump stations; residential, commercial, and industrial connections; and any other parts or components that comprise the City’s public water system, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

“City’s Wastewater System” means all wastewater treatment, disposal, and collection facilities and appurtenances that comprise the City’s wastewater system, together with all extensions, expansions, improvements, enlargements, and replacements thereof.

“Closing” shall mean the closing of the sale and purchase of the Property from Seller to Purchaser.

“Concept Plan” means the concept plan for the Property attached as **Exhibit “B”**, as amended from time to time.

“County” means Hays County, Texas.

“Customers” mean the City’s retail water and wastewater customers located within the Property.

“Development and Design Standards” means the standards for Purchaser’s development of the Property as set forth on **Exhibit “C”**.

“Director of Planning” means the duly authorized employee or representative of the City in charge of the City’s planning and/or zoning department(s), or his/her designee.

“Effective Date” means the date of the latest signature on this Agreement by an authorized representative of a Party.

“Emergency” means a sudden unexpected happening; an unforeseen occurrence or condition, exigency, or pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities. The term includes Force Majeure and acts of third parties that cause either the City’s Water System or the City’s Wastewater System to be unable to provide the services the City has agreed to provide under this Agreement.

“Final Project Plan” means the final project and financing plan for the TIRZ adopted by the Board of the TIRZ pursuant to Chapter 311, Texas Tax Code, as amended from time to time.

“Force Majeure” means acts of God; strikes, lockouts, or other industrial disturbances; acts of the public enemy; orders of any kind of any governmental entity or any civil or military authority; acts, orders or delays of any regulatory authorities with jurisdiction over the Parties; insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, domestic and foreign terrorists attacks, explosions or breakages; accidents to machinery, pipelines or canals; or any other conditions that are not within the control of a Party.

“HMBRR Tract” means an approximate 858.7-acre tract of land out of Banco River Ranch.

“HOA” means a duly formed and legally authorized homeowners association formed for the administration for all or a portion of the Property.

“Impact Fees” means water and/or wastewater capital recovery fees or impact fees imposed by the City against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions in accordance with State law.

“**LUE**” means the average daily amount of water required for or wastewater produced by a typical single-family residence, which the City agrees will be 280 gallons for water and 262.5 gallons for wastewater for purposes of this Agreement.

“**Offsite Road Improvements**” means the approximately 7200 linear feet of a two-lane North FM 110 realignment road, which is located outside of the City limits, generally shown on **Exhibit “H-2”**. The Offsite Road Improvements may also be referred to as FM 150.

“**Phase Two**” means the master-planned residential development of the Property, which will include approximately 360 single family homes, as well as park land, amenity centers with recreational facilities, and other improvements to serve the residential development, designed, constructed, and installed in accordance with this Agreement. Phase Two includes the construction of off-site and on-site utility facilities to be dedicated and conveyed to the City and other infrastructure adequate to serve Phase Two consistent with this Agreement. Phase Two may include multiple development phases for platting, construction, and PID financing purposes.

“**PID**” means the Savannah Ranch Public Improvement District created by Resolution No. 1192.

“**PID Act**” means Chapter 372, Texas Local Government Code, as amended from time to time.

“**PID Assessment**” an assessment levied against a parcel and imposed pursuant to an assessment ordinance as shown on an assessment roll, subject to reallocation upon the subdivision of such parcel or reduction according to the provisions herein and in the PID Act.

“**PID Bond**” means bonds issued pursuant to the PID Act and this Agreement that are secured by Assessments levied on assessed property within the District.

“**PID Contribution Amount**” means the fee set forth in the PID Policy which is an amount equal to ten percent (10%) of total PID eligible project costs, if PID Bonds are not issued, or if PID bonds are issued, ten percent (10%) of the net proceeds of the PID Bonds at the time of closing of the PID Bonds, paid by the Purchaser from sources other than PID Bond proceeds, which shall be satisfied by Purchaser by payment of the following to the City in accordance with Section 3.03:

- (a) The Anthem Cost Share;
- (b) The PID Contribution Balance

“**PID Contribution Balance**” means an amount equal to the difference between the PID Contribution Amount and the Anthem Cost Share.

“**PID Policy**” means the City of Kyle Public Improvement District policy set forth on **Exhibit “D”**.

“PID SAP” means the PID service and assessment plan which covers a period of at least five (5) years and defines the indebtedness and projected construction costs of the PID authorized improvements.

“Preliminary Project Plan” means the preliminary project and financing plan for the Property set forth in the TIRZ Creation Ordinance.

“Project Approvals” means the Development and Design Standards, all City approvals and variances, waivers and exceptions to the Applicable City Rules granted by the City or necessary for the development of the Property that are contemplated by or set forth in this Agreement; and all future regulatory approvals, variances, waivers and exceptions that are necessary for or are granted with respect to the development of the Property, including zoning approvals, plat approvals and site development plan approvals, if applicable.

“Property” means approximately 201.377 acres of land as more specifically set forth on **Exhibit “A”**.

“Public Improvements” means public improvements to be financed by the TIRZ as authorized by Chapter 311, Texas Tax Code, as described and depicted in the Preliminary Project Plan, and as will be described and depicted in the Final Project Plan. The Public Improvements primarily consist of the Authorized Improvements. In the event of a conflict between the description of Public Improvements set forth in this Agreement. and the Final Project Plan, the description set forth in the Final Project Plan shall control.

“Subdivision Improvements” means all required water, wastewater , streets, drainage facilities, and other improvements required to serve Phase Two in accordance with the Applicable City Rules, the Project Approvals, and this Agreement, including but not limited to the Authorized Improvements.

“TCEQ” means the Texas Commission on Environmental Quality or its successor entity.

“TIRZ” means the City of Kyle Tax Increment Reinvestment Zone Number 3 created by Ordinance Number 1191.

“Tri Party Agreement” means that one agreement executed by Seller, the City and Hays County providing for regulation of subdivision and approval of Blanco River Ranch Phase One Residential recorded under Document no. 17018506 of the Official Public Records of Hays County, Texas governing the approximate 858.7 acre HMBRR tract of land out of Banco River Ranch.

“Vesting Date” for the purposes of the development of Phase Two means April 5, 2022.

ARTICLE II. DEVELOPMENT MATTERS

Section 2.01 Development Standards and Other Project Approvals. Phase Two will comply with the Concept Plan set forth in **Exhibit B** and the Development and Design Standards set forth in **Exhibit C** subject to final approval of zoning of the Property as provided in Section 2.03, the Project Approvals, the Applicable City Rules, this Agreement, and applicable local, state and federal regulations. If there is any conflict between the Applicable City Rules and the Project Approvals, the Project Approvals will control. For clarification purposes, it is hereby acknowledged that vesting rights for the BRR Remainder shall be governed by the IDA.

Section 2.02 Permit Approvals. The Purchaser acknowledges and agrees that compliance with Section 2.01 will be a condition of issuance of building permits and certificates of occupancy. Purchaser further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 2.01 governing building materials, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with Section 2.01 in order for a building permit to be issued. Applications for building permits must comply with Section 2.01 in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Section 2.01 must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Section 2.01 for a certificate of occupancy to be issued for such structure.

Section 2.03 Zoning of the Property. Pursuant to the City of Kyle Code of Ordinances Chapter 53, Zoning, it is the City's intent to zone the Property to Single Family Residential (R-1-1) subject to the process, notices, hearings, and procedures applicable to zoning of all other properties within the City. The City agrees to proceed with the rezoning of the Property in accordance with the Concept Plan and the Development and Design Standards as contemplated in Section 2.01 upon submission of a zoning application that complies with the Applicable City Rules.

Section 2.04 Contemplated Schedule of Initial Events. The sequence of initial events contemplated by this Agreement is as follows:

- (a) Approval of an Interlocal Agreement with Hays County addressing the County's cost participation in the TIRZ;
- (b) Final approval of the ordinance creating the TIRZ and adopting the Preliminary Project Plan;
- (c) Approval of a PID Dissolution Agreement in a form substantially similar to that set forth in **Exhibit "J"** (the "*PID Dissolution Agreement*");
- (d) Approval of a resolution creating the PID;
- (e) Second reading of the ordinance annexing the Property and approving the municipal services agreement;
- (f) Approval of this Agreement and execution by the Parties;
- (g) The City Council's approval of an ordinance zoning the Property to the Single Family Residential District (R-1-1), subject to Section 2.03;

- (h) All legally required steps for the City and the TIRZ Board to approve the Final Project Plan;
- (i) Approval of the PID financing agreement and the PID SAP, levying of PID Assessments, and authorization of the issuance of related the PID Bonds in accordance with applicable legal processes and policies;
- (j) Purchaser's submittal and the City's review and approval of applications for development of the Property.

It is contemplated that items (a) through (f) may be voted upon by the City Council in a single vote, provided that this Agreement will not be effective until the Property is annexed into the City. Purchaser may submit final plats and construction plans for Phase Two for City review prior to City approval of a preliminary plan. The City agrees to use good faith, diligent efforts to respond to submittals and schedule hearings and meetings in a timely manner.

Section 2.05 Development; Phasing.

(a) The City acknowledges that Purchaser may submit preliminary and final plats of the Property in multiple phases, and that the phases set forth on the Concept Plan or any preliminary plat may not reflect the portion of the Property that Purchaser will ultimately include in a particular final plat. Purchaser may include all or a portion of one or more phases reflected on the Concept Plan or on any preliminary plat within a final plat provided that the final plat is otherwise in accordance with the Concept Plan, the preliminary plat, and the Applicable City Rules.

(b) Although the Concept Plan sets forth the current development plan for the Property, the City acknowledges that, because the Property consists of a significant land area that will be developed in phases over a number of years, the actual development of the Property may ultimately vary from the Concept Plan due to changes in market conditions or other factors. Any preliminary plat or final plat may include variations from the Concept Plan, such as minor modifications of street alignments, minor changes in lot lines, or changes in the phasing of development and, provided that those changes do not increase the overall density of development of the Property over 360 LUEs, reduce parkland, or eliminate any of the Subdivision Improvements required by this Agreement, those variations will constitute "minor changes" under this Agreement and will not require an amendment to the Concept Plan. Any such minor changes shall be approved by the City's Director of Planning and will not require City Council approval. Any changes that are not minor changes will require City Council approval, which will not be unreasonably withheld, conditioned or delayed. No change or amendment to the Concept Plan will require an amendment of this Agreement.

Section 2.06 Creation and Purposes of PID and TIRZ.

(a) The City's policy for levying of PID Assessments and issuance of PID Bonds is attached as **Exhibit "D"** (the "*PID Policy*"). Subject to the terms of this Agreement, the PID Policy, and the processes, notices, hearings and procedures applicable to public improvement districts, and provided that the PID has not been dissolved as provided in the PID Dissolution

Agreement, the City agrees to cooperate with Purchaser in good faith and to take all action necessary to approve the PID SAP, to levy PID Assessments, and issue PID Bonds to fund the Authorized Improvements for the Property. The PID Bonds issued to provide facilities to the Property will be secured by the levy and collection of special PID Assessments against the Property. In the event that there is any conflict between the terms of this Agreement and the provisions of the PID Policy, the terms of this Agreement shall apply.

(b) At the request of the Purchaser, and for the purpose of assisting in the financing of the Authorized Improvements, subject to Section 2.06(a) and the review of the City's consultants, the City will take all necessary actions to issue PID Bonds on the improvement area and/or phase solely designated by the Purchaser.

(c) The City agrees that each PID Bond issue related to each improvement area and/or phase, will have a term of thirty (30) years.

(d) Subject to Section 2.06(a) and the review of the City's consultants, all PID Bonds will be sized based upon an improvement area and/or phase-by-phase basis based upon the anticipated base home sales price for that particular improvement area and/or phase as agreed upon by Purchaser and the City, and an effective ad valorem tax rate equivalent of seventy-five point two four one cents (\$0.75241) per \$100 valuation prior to the application of the TIRZ Maximum Annual Credit Amount, as that term is defined in the PID SAP.

(e) Contemporaneously herewith, the City has created/approved on second reading an ordinance creating the TIRZ and approving the Preliminary Project Plan. It is intended that the TIRZ funds will be used to pay for the Public Improvements through an annual reduction of a portion of the PID Assessments and interest components of the annual installments of the PID Assessment which is anticipated to be levied against the Property, subject to approval of the Final Project Plan and execution of an interlocal agreement with Hays County providing for the County's tax increment of 36.74 percent of its annual ad valorem tax levy to be used for such purpose. The purposes of the PID and TIRZ will include (1) to pay for the PID and TIRZ qualified costs associated with the construction of the Public Improvements that are permitted under the PID Act; and (2) to reimburse the City for administrative and/or operational costs resulting from the creation and operation of the PID and the TIRZ, and such other purposes set forth in the PID SAP and the TIRZ project plan.

(f) The Parties agree that in the event the PID is dissolved in accordance with the PID Dissolution Agreement, the City and the County may terminate the TIRZ, and any funds on deposit with the TIRZ shall be distributed to the City and the County in accordance with the final TIRZ project and financing plan.

(g) Subject to approval of the Final Project Plan and execution of an interlocal agreement with Hays County providing for the County's tax increment of 36.74 percent of its annual ad valorem tax levy to be used for such purpose and subject to early termination of the TIRZ as provided in Section 2.06(f), the City agrees to contribute thirty-six and seventy-four hundredths percent (36.74%) of the City's annual collected ad valorem taxes on the captured

appraised value (as that term is defined in the Final Project Plan). An agreement between the City, TIRZ Board, and Purchaser will limit the amount of TIRZ funds used to cause an annual reduction of a portion of the PID Assessments and interest components of the annual installments of the PID Assessment to the lesser of: (1) the amount on deposit in the TIRZ fund; or (2) an amount needed for there to be an effective ad valorem tax rate equivalent for all applicable taxing jurisdictions, after application of the TIRZ funds, of \$2.95; during the forty (40)-year term of the TIRZ, and the agreement shall further provide that any amounts in excess of the foregoing, less any amounts required for administrative expenses, shall be distributed to the City and the County each year after the annual reduction of the PID assessments. This calculation will be made using the estimated buildout values contained in the PID SAP to determine the effective ad valorem tax rate equivalent. This allows TIRZ funds to pay for the Public Improvements, through an annual reduction of a portion of the PID Assessment and interest component of the annual installments of the PID Assessment, as described in the Final Project Plan and the PID SAP until the earlier to occur of: (i) such time as all PID Bonds have been fully repaid; or (ii) the termination of the TIRZ.

ARTICLE III.

SUBDIVISION IMPROVEMENTS

Section 3.01 Construction, Financing and Dedication of Subdivision Improvements.

(a) The Purchaser will finance, design, construct and install or cost participate in all required Subdivision Improvements at Purchaser's sole cost and expense, subject to the reimbursements for the Authorized Improvements and Public Improvements provided for in this Agreement. The Subdivision Improvements shall be designed, installed and constructed in compliance with, Applicable City Rules, the Project Approvals, applicable local, state, and federal regulations, the plans and specifications approved by the City or the County as applicable, and good engineering practices.

(b) Upon completion of construction and City acceptance of the Subdivision Improvements that are dedicated to the City, such improvements will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies and the Applicable City Rules, subject to the City's obligation to provide service as provided in this Agreement and the Purchaser's right to reimbursement out of PID Bonds or PID Assessments, as appropriate and as authorized by the PID financing agreement, landowner reimbursement agreement, and the PID SAP; and provided further that the City may require the HOA to maintain certain Subdivision Improvements, including but not limited to landscaping and irrigation located in the public right-of-way and drainage and detention facilities. Any conveyance of water and wastewater facilities contemplated by this Agreement will be subject to a reservation of capacity in the facilities in question as required to serve Phase Two, but Purchaser will have no right to any excess capacity created by oversizing or any capacity in excess of 360 LUEs. The City agrees that its acceptance of such improvements and the related assignments will not be unreasonably withheld, conditioned, or delayed. The City will coordinate with the County regarding the review, permitting, inspection, acceptance, ownership, and maintenance of the Offsite Improvements.

Section 3.02. Phasing of Subdivision Improvements. The Purchaser shall complete and obtain City acceptance of the Subdivision Improvements in accordance with the schedule set forth in this Section. The Purchaser shall complete and obtain City acceptance of the Subdivision Improvements in three phases, referred to herein as the Phase One Improvements, the Phase Two Improvements, and the Phase Three Improvements. The Purchaser shall show the three phases on the preliminary plan for the Property (the “*Phasing Plan*”).

(a) The projected date for the completion of the Phase One Improvements shall be on or before December 31, 2024. The Phase One Improvements consist of the following and are generally shown on **Exhibits “E-1”, “E-2”, “E-3”, and “E-4”**:

1. Approximately 2300 linear feet of the 12” South 6 Creeks Waterline;
2. The approximate 800 LUE lift station (the “*Phase Two Lift Station*”);
3. A 6” wastewater force main being 9200 linear feet in length;
4. A 12” gravity wastewater line approximately 1200 linear feet
5. The 6 Creeks South Road being approximately 2300 linear feet of a 4-lane roadway inclusive of the Vybe Trail along the roadway;
6. The water, wastewater, drainage and detention, street, and landscaping and trail improvements located within the boundaries of the first phase of Phase Two, according to the Phasing Plan.

(b) The projected date for completion of the Phases Two Improvements shall be on or before December 31, 2026. The Phase Two Improvements consist of the following and are generally shown on **Exhibits “H-1”, “F-1”, “F-2”, “F-3” and “F-4”**:

- (1) Approximately 9200 linear feet of a 16” North FM110 Waterline;
- (2) Approximately 2500 linear feet of the 12” North 6 Creeks Waterline;
- (3) The 12” Waterline looping North and South 6 Creeks Blvd.;
- (4) The 6 Creeks North Road being approximately 2500 linear feet of a 4-lane roadway including the Vybe trail alongside the roadway;
- (5) The water, wastewater, drainage and detention, street, and landscaping and trail improvements located within the boundaries of the second phase of Phase Two, according to the Phasing Plan.

(c) The projected date for the completion of the Phase Three Improvements shall be completed on or before December 31, 2028. The Phase Three Improvements consist of the following and are generally shown on **Exhibit “G” and “H-2”**:

- (1) The Offsite Road Improvements;
- (2) The water, wastewater, drainage and detention, street, and landscaping and trail improvements located within the boundaries of the third phase of Phase Two, according to the Phasing Plan.

Section 3.03 PID Contribution Amount.

(a) The PID Contribution Amount shall be paid to the City in accordance with the following schedule.

- 1.) The Purchaser shall pay the City its \$1,560,000 share of the Anthem Cost Share on or before December 31, 2022. Seller shall pay the City its share of the Anthem Cost Share, up to \$350,000, on or before the later of December 31, 2022 or Thirty (30) days after the City approves a bid for construction of the Anthem Water Facility.
- 2) The Purchaser shall pay the PID Contribution Balance on June 30, 2024. The City will use the PID Contribution Balance for projects as determined appropriate in the City Council's sole discretion on the east side of the City.

(b) It is anticipated that there will be three PID Bond issuances and that the PID Contribution Balance could become due before the second or third PID Bond issuances. In such event, on June 30, 2024, the Purchaser will pay the City a PID Contribution Balance that is estimated in accordance with this Section 3.03(b), and at the time of the third PID Bond issuance, the PID Contribution Balance will be recalculated and trued up as provided in this Section 3.03(b). In the event that the PID Contribution Balance is due before the second or third PID Bond issuances, the PID Contribution Amount shall be estimated by taking the average principal amount of the Assessments levied on each lot within the PID prior to such date and multiplying it times the total number of lots then projected to be developed within the PID ("*Estimated Total Assessments*"). The estimated PID Contribution Balance shall be equal to the Estimated Total Assessments multiplied times ten percent (10%), less the total of the Anthem Cost Share and any other PID Contribution Amount paid by Purchaser (the "*Estimate*"). The Purchaser will pay the City the amount of the Estimate. At the time of the third PID Bond issuance, the PID Contribution Balance will be recalculated based upon the method of calculating the PID Contribution Amount set forth in the PID Policy, and in the event that the Estimate was less than the recalculated PID Contribution Fee Balance, the Purchaser shall pay the City the difference between the recalculated PID Contribution Fee Balance and the Estimate within thirty days following the City's approval of the third PID Bond issuance. The City will not release the proceeds from the third PID Bond issuance until such balance is paid. In the event PID Assessments are levied against the third phase of Phase Two but a third series of PID Bonds are not issued, then the recalculation and true up shall occur at the time that PID Assessments are levied against the third phase of Phase Two, and any payments required to be paid to the City shall be paid within fifteen days of the levy of PID Assessments.

Section 3.04. Effect of Purchaser Deadlines for PID Bond Distribution and Development Approvals.

(a) In the event that the first series of PID Bonds are issued prior to completion of the Phase One Improvements or payment of the PID Contribution Amount, neither PID Bonds nor PID Assessments (in the event the Purchaser is reimbursed with PID Assessments) will be released to the Purchaser until the Purchaser has completed and obtained City acceptance of the Phase One Improvements and has paid the PID Contribution Amount applicable to the first phase of Phase Two.

(b) In the event that the second series of PID Bonds are issued prior to completion of the Phase Two Improvements or payment of the PID Contribution Amounts, neither PID Bonds nor PID Assessments (in the event the Purchaser is reimbursed with PID Assessments) will be released to the Purchaser until the Purchaser has completed and obtained City acceptance of the Phase Two Improvements and has paid the PID Contribution Amounts applicable to the second phase of Phase Two.

(c) In the event that the third series of PID Bonds are issued prior to completion of the Phase Three Improvements or payment of the PID Contribution Amounts, neither PID Bonds nor PID Assessments (in the event the Purchaser is reimbursed with PID Assessments) will be released to the Purchaser until the Purchaser has completed and obtained City acceptance of the Phase Three Improvements and has paid the PID Contribution Amount applicable to the third phase of Phase Two.

(d) The City may withhold development approvals for Phase Two in the event the Purchaser fails to complete the Subdivision Improvements for a particular phase on or before the applicable projected date for completion set forth in Section 3.02 or payment of a PID Contribution Amount by the required deadline until the relevant phase of improvements is completed or the PID Contribution Amount is paid, as applicable.

ARTICLE IV. WATER AND WASTEWATER SERVICES, GENERALLY

Section 4.01 Service Level. Subject to the Purchaser completing the Subdivision Improvements necessary to provide water and wastewater service to the Customers and subject to payment of all applicable fees related thereto and compliance with all applicable requirements to obtain retail water and wastewater service from the City, the City commits and agrees to provide retail water and wastewater service to the Property, as and when required by Purchaser and/or Customers within Phase Two and/or for development of the Property, in an aggregate amount not to exceed 360 LUEs, at flow rates and pressures and in quantities, including fire flow, sufficient to meet the minimum requirements of the TCEQ, in the same manner and on the same terms and conditions as the City provides service to similarly situated retail customers inside its corporate limits. The City confirms that it currently has and will maintain an adequate raw water supply and water treatment and wastewater treatment capacity to meet its service obligations, including its obligations under this Agreement, subject to the City's authority to curtail water service or wastewater service and enact and enforce drought contingency measures in accordance with applicable law.

Section 4.02 Modifications of City Regulations. If the City modifies: (i) the definition of an LUE from the definition contained in this Agreement; (ii) water pressure requirements for service connections within Phase Two; (iii) fire flow requirements; or (iv) any other aspect of the City's water and wastewater service standards, the City will be responsible for the timely design and construction of any modifications to the City's Water System and/or the City's Wastewater System necessary for the City to meet its water and wastewater service obligations under this Agreement, unless the modification is required due to an increase in the LUEs required by Purchaser for Phase

Two or is mandated by Federal or State law or regulation. If any modification is required by Federal or State law or regulation, the Parties will cooperate in order to provide for the required modifications while preserving, to the maximum extent possible, the benefits of the Parties' agreements hereunder.

**ARTICLE V.
WATER AND WASTEWATER FACILITIES**

Section 5.01 Oversizing Requirements. The City confirms and agrees that Purchaser will have no obligation to oversize any internal facilities, connecting facilities or offsite facilities, except as otherwise provided in this Agreement.

Section 5.02 Initial Water Service. The City agrees to provide 150 LUEs of initial water service for Phase Two through the City's existing water main located on 6 Creeks Blvd., Kyle, Texas, subject to Seller's construction and obtaining the City's acceptance of any required internal facilities and any connecting facilities necessary to connect to the water main, and further subject to Section 4.01. No additional facilities will be required for this initial 150 LUES of water service unless required by TCEQ.

Section 5.03 Water Service.

a) The City has entered into the Anthem Water Facilities Agreement with several participants, including Kyle 150 LP ("*Kyle 150*"), to construct the Anthem Water Facilities. The City, Seller and Purchaser hereby acknowledge and agree that (i) Purchaser and Seller are not parties to the Anthem Water Facilities Agreement; and (ii) Seller and Purchaser are not obligated to perform any obligations under the Anthem Water Facilities Agreement.

b) Notwithstanding the foregoing provision 5.03(a), provided that the Anthem Water Facilities are in the process of being designed and constructed or have been designed and/or constructed in accordance with the Anthem Water Facilities Agreement and any extensions of deadlines therein allowed by the City, Purchaser and Seller agree to pay the Anthem Cost Share pursuant to Section 3.03. The City shall use the Anthem Cost Share to pay for the Anthem Water Facilities pursuant to the Anthem Water Facilities Agreement.

c) The City agrees and confirms that by Purchaser satisfying its obligations for the construction of water infrastructure required by this Agreement and payment of the Anthem Cost Share and applicable water service fees, Purchaser shall be entitled to receive water service from the City to the Property (in an aggregate amount not to exceed 360 LUEs) and shall not be required to finance or construct any additional facilities relating to the provision of water service to the Property except as otherwise provided for herein.

d) Notwithstanding anything contained herein, in the IDA to the contrary, or in the Phase 1 Agreements, the Parties hereby agree that Seller's only obligation to pay for the Anthem Water Facilities shall be to pay the Sellers's portion of the Anthem Cost Share, up to \$350,000, on or before the deadline set forth in Section 3.03.

Section 5.04 Wastewater Service.

(a) The City agrees to provide 800 LUEs of initial wastewater service subject to Purchaser's construction of any required internal and external facilities, including but not limited to the Phase Two Lift Station, and the completion by others of the Elliot Branch Interceptor, of which 360 of such LUEs shall be allocated to the Property and 440 LUEs shall be allocated to the BRR Remainder. The City confirms that 800 LUEs of capacity are available to serve the Property and the BRR Remainder through the Elliot Branch Interceptor and agrees to reserve 800 LUEs for Customers within the Property and BRR Remainder. If for any reason the City cannot provide 800 LUE's of capacity on or before December 31, 2023, the Purchaser may provide pump-and-haul wastewater service at the Purchaser's sole cost and expense as needed for the until the Elliot Branch Interceptor is completed and placed into service; provided that the Purchaser executes a pump and haul agreement using the City's standard form of agreement. Customers within the Property receiving wastewater service through the pump-and-haul program will be required to pay all usual and customary City wastewater service fees and rates.

(b) The Seller acknowledges and agrees that the City shall not approve final plats, applications for wastewater service, or building permits for the BRR Remainder that result in more than the lesser of: (i) two hundred and forty (240) LUE's; or (ii) the number of LUE's that cause the Phase Two Lift Station to reach seventy-five percent (75%) capacity; being served by the Phase Two Lift Station until such time that the Seller has submitted applications to the TCEQ and the City for permitting the Regional Lift Station Wastewater System (defined in Section 5.05). The Seller further acknowledges and agrees that the City shall not approve final plats, applications for wastewater service, or building permits for the BRR Remainder that result in more than the lesser of: (i) three hundred sixty (360) LUE's or (ii) the number of LUE's that cause the Phase Two Lift Station to reach ninety percent (90%) capacity; being served by the Phase Two Lift Station until such time that the Seller has commenced construction of the Regional Wastewater System pursuant to Section 5.05.

Section 5.05 Regional Wastewater Service. Seller shall construct a regional wastewater system with approximately 1800 LUE's of capacity ("*Regional Lift Station Wastewater System*") on the BRR Remainder to service the BRR Remainder and the Property when the Phase Two Lift station reaches a certain threshold in accordance with applicable local, state, and federal regulations, construction plans approved by the City or TCEQ, as applicable, and good engineering practices. Seller shall promptly submit applications to the TCEQ and the City for permitting of the Regional Lift Station Wastewater System when the Phase Two Lift Station reaches seventy-five percent (75%) capacity. BRR shall be required to commence construction of the Regional Lift Station Wastewater System when the Phase Two Lift station reaches ninety percent (90%) capacity. Seller shall (i) construct the Regional Lift Station Wastewater System; and (ii) decommission the Phase Two Lift Station and connect it to the Regional Lift Station Wastewater System subject to reimbursement by a future PID and for TIRZ to be created by the City pursuant to applicable law and policy.

ARTICLE VI.

CONSTRUCTION, OPERATION AND MAINTENANCE

Section 6.01 Oversizing. The City reserves the right to request Purchaser to oversize any Subdivision Improvements, subject to the requirements of this Section. If the City requests oversizing of any of such Subdivision Improvements beyond the sizes specified in this Agreement, then, provided that accommodating such request would not result in a delay in the timing of construction of any facilities required for service to Phase Two or require Purchaser to advance any additional costs, Purchaser agrees to negotiate with the City in good faith in order to accommodate the City's request. For any requested oversizing, the City will be responsible for the City's incremental portion of the cost of the design, permitting and construction of the facility as oversized. The costs and capacities of any oversized facility will be allocated based on engineering estimates. Any request for oversizing, outside of the needs of the development within the Property, will be the responsibility of the City. Purchaser will maintain its allocated capacity in any facility that is oversized based on the size of facility as originally planned.

Section 6.02 Construction Contracts, Insurance and Bonds. All contractors selected by Purchaser for the Subdivision Improvements that are described in the attached Exhibits "E-1", "E-2", "E-3", and "E-4", "F-1", "F-2", "F-3", and "F-4", "G" and "H-1" and "H-2" will be required to provide performance and payment bonds in the amount of the contract price, or a larger amount if required by Applicable City Rules, naming the City as an additional beneficiary. Each construction contract must require the contractor to provide insurance in amounts customary for similar projects, naming Purchaser and the City as additional insureds, and a contractor's warranty of the work and materials for a period of two years from the date of completion. Purchaser must provide City with a copy of each construction contract, a copy of the required performance and payment bonds, and a certificate evidencing the required insurance before notice to proceed is given to the contractor. The City will have the right to stop work by a contractor if the contractor starts work before Purchaser complies with the requirements of this Section, and the City will have no liability to Purchaser or any contractor for any claims or causes of action arising from any properly issued stop-work order.

Section 6.03 Easement Acquisition.

(a) Use of City Easements. The City hereby grants to Purchaser the license and right to use any City rights-of-way, sites and/or easements that may be reasonably necessary for construction of the Subdivision Improvements that are set forth in the attached Exhibits "E-1, E-2, E,3 and E-4", "F-1, F-2, F-3 and F-4", "G" and "H-1" and "H-2" or for Purchaser to perform its obligations under this Agreement; provided, however, that the City has approved the plans and specifications for and the location of the improvements in question and provided further that the Purchaser, or contractor conducting the work in the right-of-way complies with the City Code governing occupancy and construction within the City right-of-way, sites, and/or easements.

(b) Easements from Seller. Seller shall donate without compensation or reimbursement the easements and right-of-way necessary for construction of Subdivision Improvements free and clear of any liens or encumbrances as more particularly set forth on Exhibit M.

(c) **Easements from Third Parties.** The City acknowledges that the Subdivision Improvements that are described in the attached **Exhibits “M”** (the “*Offsite Improvements*”) and any easements required for such improvements, are necessary and required in order for the City to provide water and wastewater services to the Property as contemplated by this Agreement and that there exists a public necessity for the construction of such improvements and the roadway improvements that are described in the attached **Exhibit “M”**. Accordingly, the City agrees to cooperate with Purchaser to facilitate Purchaser’s acquisition of any such necessary easements from third parties.

(d) **Use of Condemnation.** If after 60 days from the Effective Date Purchaser is unable to obtain any easement required for the water improvements set forth on **Exhibit “M”**, the wastewater improvements set forth on **Exhibit “M”**, and the roadway improvements set forth on **Exhibit “M”**, that are located outside of the Property through negotiation, Purchaser shall notify the City in writing that Purchaser has been unable to obtain the easements necessary for the water, wastewater and roadway improvements and may request that the City proceed with the acquisition of the easements necessary through condemnation, in compliance with applicable law. The City Council shall exercise its power of eminent domain and within 30 days from the date that the Purchaser delivers written notice to the City that it has been unable to secure such easements, the City shall initiate the process of eminent domain, including without limitation, filing a petition for condemnation, if necessary, in accordance with the procedures set forth under Chapter 21 of the Texas Property Code in order to secure such easements. The Purchaser and the City agree to cooperate in order to enable Purchaser to proceed with construction within any easement being acquired by the City under this Section at the earliest time lawfully permitted. The reasonable costs and expenses of the City obtaining any easements and land required for the water, wastewater, or roadway improvements shall be paid by Purchaser.

(e) **Common Lot Rock Wall Replacement.** In the event the City is required to undertake any repairs on water or wastewater lines at locations where such lines are located underneath a 6-foot rock or masonry wall constructed by the Purchaser, the City shall remove the portion of the wall as reasonably necessary for the repair. The City shall not be responsible for the repair or replacement of such wall; repair or replacement of the wall shall be the responsibility of either the Purchaser or the HOA.

ARTICLE VII. FEES AND FINANCIAL MATTERS

Section 7.01 City Fees. Except as otherwise provided in this Agreement, the Purchaser and the Seller agree to pay the City’s standard water and wastewater Impact Fees, rates, charges, and other fees, including engineering review and inspection fees, applicable to facilities constructed, connections made, and services provided within the Property and to the development of the Property, as applicable, as amended from time to time.

Section 7.02 Impact Fees. Impact Fees paid by Purchaser will not be eligible for reimbursement out of PID bonds. Any Impact Fees due and payable by Purchaser shall be assessed upon the date of recordation of a final plat for the Property.

ARTICLE VIII. OTHER DEVELOPMENT MATTERS

Section 8.01 Interlocal Cooperation. Pursuant to the City's interlocal agreement with the County, the City will be the common point of contact for submittals for approvals for Phase Two, however, Purchaser will be subject to payment of all applicable County review fees and the terms and conditions of the said interlocal agreement.

Section 8.02 Purchaser's Right to Continue Development. In consideration of Purchaser's agreements hereunder, the City agrees that, except as specifically provided otherwise in this Agreement, it will not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Property, or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, or other necessary approvals, within the Property unless the moratorium is mandated by an agency of the State of Texas or the United States, or is applicable to the City in its entirety. The City may impose temporary moratoria provided that any such moratorium is applicable to the City's entire jurisdiction and is due to an emergency constituting an imminent threat to the public health or safety, provided that any such moratorium may continue with respect to the Property only during the duration of the emergency.

ARTICLE IX REPRESENTATIONS AND WARRANTIES

Section 9.01 Representations and Warranties of Seller and Purchaser.

(a) **Organization and Good Standing of Seller.** Seller is a duly organized and validly existing limited partnership in the State of Texas with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement for the Property.

(b) **Organization and Good Standing of Purchaser.** Purchaser is a duly organized and validly existing limited liability company in the State of Delaware with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement for the Property.

(c) **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of Seller and Purchaser of their respective improvement project(s), enforceable against Seller and Purchaser in accordance with its terms. Seller and Purchaser have the absolute and

unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement with respect to the Property.

Section 9.02 Representations and Warranties of the City.

(a) **Organization and Good Standing.** The City is a duly organized and validly existing municipal corporation in good standing under the laws of the State of Texas, with full power and authority to conduct its business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all of its obligations under this Agreement.

(b) **Authority; No Conflict.** This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms. The City has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement and to perform its obligations under this Agreement.

**ARTICLE X.
VESTED RIGHTS**

Section 10.01 Vested Rights. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees Purchaser has vested authority to develop Phase Two in accordance with the Applicable City Rules, as modified by the Project Approvals, notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the Applicable City Rules or the City's ordinances, rules and regulations, which will only be applicable to the extent allowed by Chapter 245, *Texas Local Government Code* (the "*Vested Rights*"). If there is any conflict between the Applicable City Rules, any prior agreements set forth in the Recitals herein, and the terms of this Agreement, the terms of this Agreement will control.

ARTICLE XI.

Section 11.01 Negotiated Development Procedures. Seller and Purchaser have voluntarily elected to enter into and accept the benefits of this Agreement, which include the certainty and assurance of the development and use of the Property in accordance with this Agreement; the establishment and confirmation of the regulations applicable to the development of Phase Two and the BRR Remainder; and the water and wastewater services that will be made available to the Property and BRR remainder pursuant to the terms of this Agreement. Purchaser has voluntarily agreed to pay certain fees and Purchaser is entitled to certain reimbursements as the case may be, and to facilitate, among other things, the construction of offsite facilities and other Subdivision Improvements that may exceed the requirements that would be applicable to the Property if Seller or Purchaser had elected to follow standard City development procedures. The City will benefit from this Agreement by virtue of its control over the development standards for Phase Two and the extension of its water, wastewater, and transportation systems as provided by this Agreement. The Parties agree that development of Phase Two will be best accomplished through this Agreement and that such development will substantially advance the legitimate interests of the City. The City, by approval of this Agreement, further finds the execution and implementation of

this Agreement is not inconsistent or in conflict with any of the policies, plans, or ordinances of the City.

Section 11.02 Frustration of Purpose. If any word or other part of this Agreement is affected, in whole or in part, as a result of amendments to the underlying statutory authority for this Agreement or a final judicial decree for which all appeals have expired or been exhausted, or if the Texas Legislature amends State law in a manner that limits or curtails any right or obligation of the Parties under this Agreement, then the Parties acknowledge that the purpose of this Agreement may be frustrated. In such case, the Parties agree to promptly work in good faith to amend this Agreement so that the purpose of this Agreement may be fully realized.

Section 11.03 Cooperation. The City, Seller and Purchaser agree to execute such further documents or instruments as may be reasonably necessary to evidence their agreements hereunder, subject to, with respect to the City, compliance with the applicable processes, procedures, policies and laws governing the particular action of the City or agreement to which the City is a party. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, then to the extent permitted by law, the City, Seller, and Purchaser agree to cooperate in the defense of such suit or claim to the extent it affects such party and to use their respective best efforts to resolve the suit or claim to the extent it affects such party without diminution in their respective rights and obligations under this Agreement; provided that the City shall not be obligated to spend any funds with respect to such defense.

ARTICLE XII. DEFAULT AND REMEDIES FOR DEFAULT

Section 12.01 Default; Notice of Default; Opportunity to Cure. If a Party defaults in the performance of any obligation of the respective Party under this Agreement, the non-defaulting Party to whom the obligation is owed may give written notice to the alleged defaulting Party specifying the alleged event of default and extending to the defaulting Party thirty (30) days from the date of the notice in order to cure the default complained of or, if the curative action cannot reasonably be completed within thirty (30) days, thirty (30) days to commence the curative action and a reasonable additional period, not to exceed ninety (90) days, to diligently pursue the curative action to completion. Any such notice given in accordance with the preceding sentence shall be given by the non-defaulting Party to the defaulting Party with a courtesy copy of such notice delivered to the other remaining Party under this Agreement. Any default in the performance of this Agreement by the City or Seller, including, without limitation that such default prevents Purchaser from performing their obligations under this Agreement shall in no event constitute a default by Purchaser under the terms of this Agreement. Any default in the performance of this Agreement by the City or Purchaser, including without limitation that such default prevents Seller from performing their obligations under this Agreement shall in no event constitute a default by Seller under the terms of this Agreement. Any default in the performance of this Agreement by the Purchaser or Seller, including, without limitation that such default prevents the City from performing its obligations under this Agreement shall in no event constitute a default by the City under the terms of this Agreement.

Section 12.02 Dispute Resolution. If any default is not cured within the curative period specified above, the Parties agree to use good faith, reasonable efforts to resolve any dispute among them by agreement, including engaging in mediation or other non-binding alternative dispute resolution methods, before initiating any lawsuit to enforce their respective rights under this Agreement. The Parties will share the costs of any alternative dispute resolution method equally.

Section 12.03 Legal or Equitable Remedies.

(a) If the Parties are unable to resolve any dispute through alternative dispute resolution methods, a non-defaulting Party to whom the obligation is owed will have the right to pursue all remedies existing at law or in equity, except as otherwise provided in this Section 12.03(a). The Purchaser and the City acknowledge that a default in the performance of the City's obligations hereunder could not be adequately compensated in money damages alone and that the curtailment or discontinuance of water and/or wastewater service to a residential subdivision is often an unattainable remedy because of the potential threat to the health, safety, and welfare and property of the residents of the subdivision; therefore, the City agrees, in the event of any default on its part, that Seller and Purchaser will have available to them the equitable remedies of mandamus and specific performance. Seller and Purchaser, however, agree that notwithstanding the provision of Texas Local Government Code 212.172(j) or any other applicable law, Seller and Purchaser agree that (i) their sole remedy under this Agreement shall be the equitable remedies of mandamus and specific performance; (ii) that in the event Seller or Purchaser are awarded any monetary damages or attorneys' fees related to the recovery of monetary damages against the City that the Seller or Purchaser, as applicable, shall not seek to enforce such award against the City; provided that if such monetary damages or attorneys' fees are actually paid by the City, the Seller or the Purchaser, as applicable shall promptly pay to the City an amount equal to the monetary damages or attorneys' fees paid to it by the City, but in no event no later than thirty (30) days after its receipt of the payment of such damages; and (iii) that Seller and Purchaser acknowledge that, but for Seller's and Purchaser's waiver of their rights to seek monetary damages herein, the City would not enter into this Agreement. The Seller and Purchaser further acknowledge and agree that a default in the performance of the Seller's and Purchaser's respective obligations hereunder could not be adequately compensated in money damages alone and, as an additional remedy, the City may enforce Seller and Purchaser's obligations under this Agreement through the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies that may also be available. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provisions.

(b). SELLER COVENANTS AND AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY THE SELLER, OR ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF RECOVERING MONETARY DAMAGES OR ATTORNEYS' FEES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THOSE

MONETARY DAMAGES DESCRIBED IN SECTION 212.172, TEXAS LOCAL GOVERNMENT CODE, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. SELLER SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT SELLER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING SELLER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

(c) PURCHASER COVENANTS AND AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY THE PURCHASER, OR ITS RESPECTIVE SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF RECOVERING MONETARY DAMAGES OR ATTORNEYS' FEES UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THOSE MONETARY DAMAGES DESCRIBED IN SECTION 212.172, TEXAS LOCAL GOVERNMENT CODE, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. PURCHASER SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PURCHASER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PURCHASER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH

(d) IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITIES PROVIDED TO THE CITY SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND ELECTED OFFICIALS PERMITTED BY LAW.

(e) No employee of the City, nor any councilmember or agent of the City, shall be personally responsible for any liability arising under or growing out of this Agreement. Any financial obligations of the City hereunder shall be paid solely from lawfully available funds that

have been appropriated by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision.

Section 12.04 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver of such provision or of any other provision of this Agreement, and such Party will have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 12.05 Applicable Law and Venue. The construction and validity of this Agreement will be governed by the laws of the State of Texas (without regard to conflicts of law principles). Venue for any dispute arising from or related to this Agreement will be in a Hays County, Texas State District Court in accordance with the Texas Civil Practice and Remedies Code.

Section 12.06 Reservation of Rights. To the extent not inconsistent with this Agreement and applicable law, each Party reserves all rights, privileges and immunities under applicable laws.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.01 Amendments to Agreement. This Agreement may be amended only by a written agreement signed by the City and Purchaser if the terms of the proposed amendment only modifies the rights and obligations of the Purchaser. This Agreement may be amended only by written agreement signed by the City and Seller, if the proposed amendment only modifies the rights and obligations of the Seller.

Section 13.02 Term and Early Termination.

(a) The term of this Agreement shall commence on the Effective Date and continue for the earlier of the entire term of the PID and TIRZ, or forty-five years (45) after the Effective Date.

(b) In the event the Closing does not occur by June 30, 2022, this Agreement shall automatically terminate and be of no further force and effect and the Parties shall have no further rights or obligations hereunder.

Section 13.03 Agreement Binds Successors and Runs with the Property. Within two business days from the approval of this Agreement by the City Council, all Parties shall execute this Agreement and deliver a fully executed original of the Agreement to the Purchaser. Within ten business days after the Effective Date, this Agreement will be recorded by Purchaser in the Official Public Records of Hays County, Texas and a copy of this Agreement complete with recording information will be provided to the City's City Secretary and Seller. This Agreement will bind and inure to the benefit of the Parties, their successors and assigns. The terms of this Agreement will constitute covenants running with the land comprising the Property and the BRR Remainder. The foregoing notwithstanding, this Agreement is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, with the exception of the Development and Design Standards.

Section 13.04 Force Majeure. If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, the obligations of that Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, will be suspended during the continuance of the inability to the extent provided above, but for no longer period. The cause, as far as possible, must be remedied with all reasonable diligence; however, the settlement of strikes and lockouts will be entirely within the discretion of the Party affected, and the requirement that any Force Majeure be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties if settlement is unfavorable to it in the judgment of the affected Party.

Section 13.05 Assignment of Agreement.

(a) Seller's rights and obligations under this Agreement may be assigned, in whole or in part, by Seller to one or more purchasers of all or part of the BRR Remainder as applicable, without the prior written consent of the City or the Purchaser. Purchaser's rights and obligations under this Agreement may be assigned, in whole or in part, by Purchaser without the consent of the City or Seller to one or more purchasers of all or part of the Property provided that (i) such purchasers are companies who associate with Purchaser and who are in the business of commercial property acquisitions ("*Purchaser Associated Companies*"); and (ii) Purchaser enters into an agreement with the proposed assignee to develop the Property. If Purchaser desires to assign this Agreement to any purchaser of the Property that does not fall into either (i) or (ii) in the preceding sentence, then in such event, Purchaser shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld. as applicable, provided that the Purchaser has obtained the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Purchaser shall be entitled, without the consent of any other Party, to assign their rights and obligations under this Agreement to an assignee who purchases the Property so long as Purchaser remains the developer of the Property. Any assignment must be in writing, specifically set forth the assigned rights and obligations and be executed by Seller or Purchaser as the case maybe and the proposed assignee. A copy of the executed assignment document must be provided to the City.

(b) If Seller or Purchaser assigns its rights and obligations hereunder as to a portion of the Property, as applicable, then the rights and obligations of any assignee and Seller or Purchaser as the case may be, will be severable, and Seller or Purchaser will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one owner of the Property, the City may pursue all remedies against that nonperforming owner, but will not pursue any remedies with respect to or impede development activities of any performing owner as a result of that nonperformance.

(c) Seller or Purchaser may collaterally assign its rights and obligations, including the right to receive sums payable to them through PID bonds, under this Agreement to a lender providing financing for all or a portion of the Property. No City consent to such a collateral assignment will be required, but Seller or Purchaser will give the City written notice of the name

and address of any lender to whom a collateral assignment is made; provided that the City shall not be required to pay PID bonds or PID Assessments to any lender until the City receives notice of such collateral assignment in the manner required for giving notices under Section 12.06.

Section 13.06 Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing “next day delivery”, addressed to the Party to be notified and with all charges prepaid; (iii) by personally delivering it to the Party; or (iv) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received. For purposes of notice, the addresses of the Parties will, until changed by notice as provided in this Section, be as follows:

City:

City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, TX 78640

Seller:

Blanco River Ranch Properties LP
Attn: Gregg Reyes
1901 Hollister Road
Houston, Texas 77080

Purchaser:

Toll Southwest, LLC
Ken Greenspan, Esq.
Vice President and Counsel
1140 Virginia Drive
Fort Washington, PA 19034

Section 13.07 Lender Protection. This Agreement will not affect the right of Seller or Purchaser to encumber any portion of the Property owned by it by mortgage, deed of trust or other instrument to secure financing for development of that land. The City understands that a lender providing financing for Phase Two (a “*Lender*”) may require interpretations of or modifications to this Agreement and agrees to cooperate with Seller or Purchaser and its Lender’s representatives in connection with any requests for interpretations or modifications. The City agrees not to withhold or delay unreasonably its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) Neither entering into this Agreement, nor any breach of this Agreement, will affect any lien upon all or any portion of the Property, except as provided by the Act.

(b) The City will, upon written request of a Lender given in compliance with this Agreement, provide the Lender with a copy of any written notice of default given to Seller or Purchaser under this Agreement within ten days of the date such notice is given to Seller or Purchaser.

(c) In the event of default by Seller or Purchaser under this Agreement, a Lender may, but will not be obligated to, cure any default during any cure period extended to Seller or Purchaser, either under this Agreement or under the notice of default.

(d) Any Lender who comes into possession of any portion of the Property by foreclosure or deed in lieu of foreclosure will take such property subject to the terms of this Agreement and any priority liens authorized by the Act. A Lender will not be liable for any defaults or monetary obligations of Seller or Purchaser arising prior to the Lender's acquisition of title unless authorized by the Act, but the Lender will not be entitled to obtain any permits or approvals with respect to that portion of the Property until all delinquent fees and other obligations of Seller or Purchaser under this Agreement that relate to the property in question have been paid or performed.

(e) From time to time upon written request by Seller or Purchaser, the City shall execute a written estoppel certificate stating, if true, that the City has not given or received any written notices alleging any events of default under this Agreement provided, however, the City may require payment in advance of its estimated charges for preparing the requested estoppel certificate.

Section 13.08 Severability. If any part of this Agreement or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the Parties agree that they will cooperate to amend or revise this Agreement to accomplish, to the greatest degree practical, the same purpose as the part determined to be invalid or unconstitutional. It is the intent of the Parties to preserve and protect, to the maximum extent possible, the Parties' contractual rights and benefits under this Agreement.

Section 13.09 Effect of Agreement. With respect to the Property only, this Agreement supersedes the IDA and any amendments thereto and any other agreements set forth in the Recitals. The IDA will remain in full force and effect as to the BRR Remainder and any prior obligations of the parties to the IDA and any amendments thereto. The City and Seller agree that the phasing of development of and the designation of the Improvement Areas within the PID for the BRR Remainder will be specified in a final development agreement for the BRR Remainder to be negotiated and entered into by Seller and the City. Until such time as the final development agreement for the BRR Remainder is finally approved and executed, the BRR Remainder will be subject to the IDA and any amendments thereto, as modified or supplemented by this Agreement.

Section 13.10 Good Faith. Each Party agrees that, notwithstanding any provision herein to the contrary, it will not unreasonably withhold or unduly delay any consent, approval, decision, determination or other action required or permitted under the terms of this Agreement, it being agreed and understood that each Party will act in good faith and will at all times deal fairly with the other Party.

Section 13.11 Authority. By their execution hereof, each individual signing this Agreement on behalf of a Party represents and warrants that he or she has the authority to execute this Agreement on behalf of the Party and in the capacity shown below.

Section 13.12 No Third Party Beneficiary. This Agreement is for the benefit of the City, Seller, and Purchaser and shall not be construed to confer any benefit on any third party other than the Customers.

Section 13.13 Counterparts. To facilitate execution, this Agreement may be executed in any number of counterparts, and it will not be necessary that the signatures of all Parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a facsimile or electronic signature will be deemed to be an original signature for all purposes. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

Section 13.14 Headings, Construction. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender include the feminine or neuter, and the singular includes the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation and drafting of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. If there is any conflict or inconsistency between the provisions of this Agreement and the Applicable City Rules, the terms of this Agreement will control.

Section 13.15 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be extended to the next day that is not a Saturday, Sunday or legal holiday.

Section 13.16 Interested Parties. Seller and Purchaser acknowledge that Section 2252.908, Texas Government Code ("Section 2252.908") requires disclosure of certain matters by business entities entering into a contract with a local government entity such as the City. Seller and Purchaser confirm that each has reviewed Section 2252.908 and that each will 1) complete Form 1295, using the unique identification number specified on page 1 of this Agreement, and electronically file it with the Texas Ethics Commission ("TEC"); and 2) submit to the City the signed and notarized Form 1295, including the certification of filing number of the Form 1295

with the TEC, at the time the Seller and Purchaser execute and submit this Agreement to the City. Form 1295 is available at the TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. This Agreement is not effective until the requirements listed above are satisfied and approval of this Agreement by the City is expressly made contingent upon Owner's compliance with such requirements.

Section 13.17 Conflicts of Interest. Seller and Purchaser acknowledge that Texas Local Government Code Chapter 176 ("*Chapter 176*") requires the disclosure of certain matters by persons who enter into or seek to enter into a contract with local government entities such as the City. Seller and Purchaser confirm that each has reviewed Chapter 176 and, if it is required to do so, it will complete and return Form CIQ promulgated by the TEC, which is available on the TEC website at <https://www.ethics.state.tx.us/forms/CIQ-New-2015.pdf>, within seven days of the date of submitting this Agreement to the City or within seven days of becoming aware of a matter that requires disclosure under Chapter 176, whichever is applicable.

Section 13.18 Statutory Verifications – Purchaser. See Exhibit "K".

Section 13.19 Statutory Verifications – Seller. See Exhibit "L".

Section 13.20 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit "A"** Description of the Property
- Exhibit "B"** Concept Plan
- Exhibit "C"** Development and Design Standards
- Exhibit "D"** City PID Policy
- Exhibit "E-1"** Phase One Improvements – Waterline South 6 Creeks
- Exhibit "E-2"** Phase One Improvements- Wastewater System
- Exhibit "E-3"** Phase One Improvements – South 6 Creeks Road & Vybe Trail
- Exhibit "E-4"** Phase One Improvements - Intract
- Exhibit "F-1"** Phase Two Improvements – Waterline North 6 Creeks
- Exhibit "F-2"** Phase Two Improvements – Waterline Looping System
- Exhibit "F-3"** Phase Two Improvements – North 6 Creeks Road & Vybe Trail
- Exhibit "F-4"** Phase Two Improvements – Intract
- Exhibit "G"** Phase Three Improvements - Intract
- Exhibit "H-1"** Offsite Improvements – North FM 110 Waterline
- Exhibit "H-2"** Offsite Improvements – Offsite Road Improvements
- Exhibit "I"** Elevated Storage Tank Project Budget
- Exhibit "J"** PID Dissolution Agreement
- Exhibit "K"** Statutory Verifications- Purchaser
- Exhibit "L"** Statutory Verifications-Seller
- Exhibit "M"** Easements From Seller and Third Parties

EXECUTED in multiple counterparts, each of which shall constitute an original, to be effective as of the Effective Date.

(The remainder of this page has been intentionally left blank, and the signature page or pages follow.)

**SIGNATURE PAGE TO
BLANCO RIVER RANCH (Phase Two Residential – Savannah District)
ANNEXATION AND DEVELOPMENT AGREEMENT**

CITY: City of Kyle, Texas, a municipal corporation

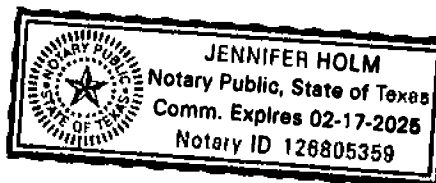
By: *Travis Mitchell*
Travis Mitchell, Mayor

Date: 4/22/2022

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the 22nd day of April, 2022, by Travis Mitchell, Mayor of the City of Kyle, Texas, a municipal corporation, on behalf of said municipal corporation.

Jennifer Holm
Notary Public, State of Texas



**SIGNATURE PAGE TO
BLANCO RIVER RANCH (Phase Two Residential – Savannah District)
ANNEXATION AND DEVELOPMENT AGREEMENT**

SELLER:

BLANCO RIVER RANCH PROPERTIES LP,
a Texas limited partnership

By: Blanco River Ranch Properties GP, LLC, a Texas
limited liability company

By: 

Name: Gregg T. Reyes

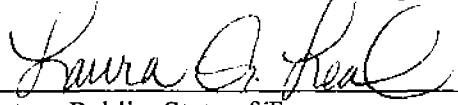
Title: Manager

STATE OF TEXAS §

§

COUNTY OF ~~TRAVIS~~ Harris §

This instrument was acknowledged before me on the 25th day of April, 2022, by Gregg T. Reyes, Manager, Blanco River Ranch Properties GP, LLC, a Texas limited liability company, of Blanco River Ranch Properties LP, a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas



**SIGNATURE PAGE TO
BLANCO RIVER RANCH (Phase Two Residential – Savannah District)
ANNEXATION AND DEVELOPMENT AGREEMENT**

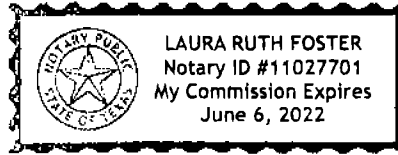
PURCHASER: **TOLL SOUTHWEST, LLC,**
a Delaware limited liability company

By: *[Signature]*
Name: Brandon Cooper
Title: Division President

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27 day of April, 2022, by Brandon Cooper, Division President of Toll Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public, State of Texas



CERTIFICATE OF LIENHOLDER'S CONSENT

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

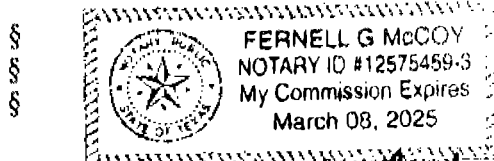
ALLEGIANCE BANK TEXAS, a Texas _____, being a lienholder on all or part of the land proposed to be made part of that certain Blanco River Ranch Annexation and Development Agreement (the "Agreement"), the boundaries of which land are more particularly described in **Exhibit "A"** attached hereto, hereby consents to the execution and recordation of the Agreement in the Official Real Property Records of Hays County, Texas as attested to herein.

WITNESS MY HAND on the 22 day of April, 2022.

ALLEGIANCE BANK OF TEXAS,
a Texas _____

By: *Ignacio A. Pujol*
Name: IGNACIO A. PUJOL
Title: Market CEO

THE STATE OF TX
COUNTY OF Harris



This instrument was acknowledged before me on the 22 day of April, 2022, by Ignacio Pujol as Market CEO, of ALLEGIANCE BANK OF TEXAS, a Texas _____, on behalf of said _____.

Fernell McCoy
Notary Public, State of TX

Attachment: **Exhibit "A"** – Description of Land subject to the Agreement

EXHIBITS IN SEPARATE DOCUMENT TO BE ATTACHED

EXHIBIT A

Description of the Property

URBANCIVIL

Job No. 2104.04.NB
September 3, 2021

107.906 Acres Tract One

State of Texas County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Page 1 of 3

URBANCIVIL

Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

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TEPEL'S Firm Numbers: Engineering 17233 | Surveying 10095800

URBAN CIVIL

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the Point of Beginning, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

URBAN CIVIL



Keith W. Woolley, R.P.E.
License No. 5463

URBANCIVIL

Job No. 2104.04.NB
September 3, 2021

74.615 Acres Tract Two

State of Texas County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, L.P., as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows:

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell I.L.C." found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell I.L.C." found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell I.L.C." found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

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18-PELS Form Numbers: Engineering 1/2014 | Surveying 11/06/2019

URBANCIVIL

Job No. 2104.04.NB
September 3, 2021

74.615 Acres Tract Two

State of Texas County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract 1, in a Deed from the State of Texas to Blanco River Ranch Properties, L.P., as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows:

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

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as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

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Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

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Keith W. Woolley, R.P.L.S.
License No. 5463

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Job No. 2104.04.NB
September 3, 2021

18.856 Acres
Tract Three

State of Texas
County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a 1/2 Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a 1/2 Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a 1/2 Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a 1/2 Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a 1/2 Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a 1/2 Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a 1/2 Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

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Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

Keith W. Woolley
Keith W. Woolley, R.P.L.S.
 License No. 5463

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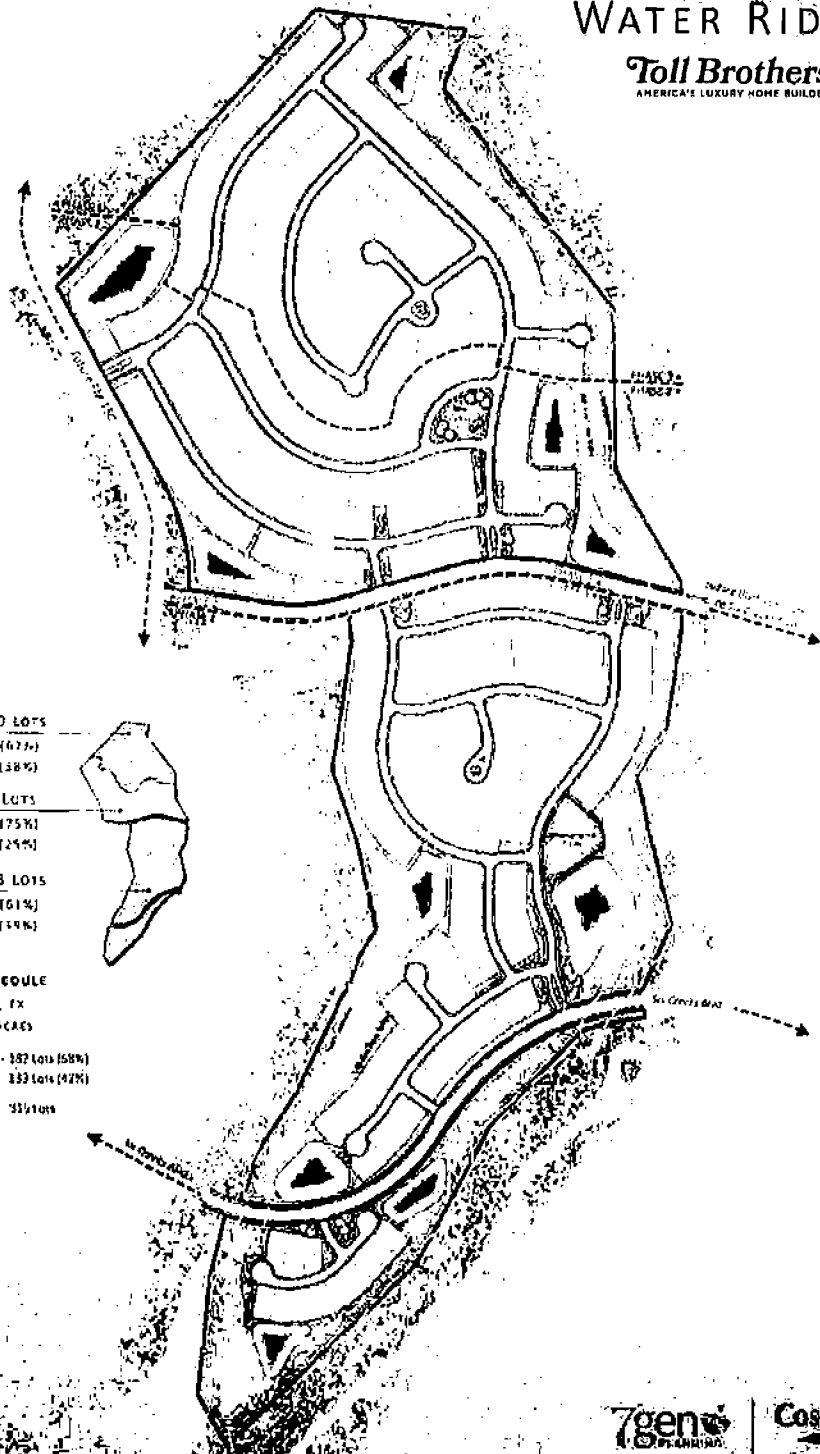
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EXHIBIT B Concept Plan

WATER RIDGE
Toll Brothers
AMERICA'S LUXURY HOME BUILDER



PHASE 3 - 100 LOTS
81' - 62 LOTS (62%)
100' - 38 LOTS (38%)

PHASE 2 - 92 LOTS
81' - 69 LOTS (75%)
100' - 23 LOTS (25%)

PHASE 1 - 123 LOTS
81' - 75 LOTS (61%)
100' - 48 LOTS (39%)

LAND USE SCHEDULE
LOCATION - EX-1, EX
SIZE - 201.77 ACRES

100' X 140' - 182 LOTS (90%)
100' X 140' - 133 LOTS (62%)
Total - 315 LOTS



EXHIBIT C

Development and Design Standards

1.) Table A: Land Use

Use: R-1-1	80.01' by 140' (11,290 SF)
Maximum Gross Density (units/acre)	3.9
Minimum Front Setback	35'
Minimum Side Setback (interior side)	10'
Minimum Side Setback (street side)	15'
Minimum Rear Setback	20'
Maximum Building Height	35'
Minimum Living Area	1,600 SF

*Lot Width measurements at Front Setback Line

- 2.) Pro = 202 +/- Acres
- 3.) Single Family Residential 1 District R-1-1, width will be in accordance with Table A
- 4.) EXHIBIT "B" – Concept Plan: This plan illustrates the proposed general layout of Phase Two.
- 5.) Phase Two will be limited to 360 single family lots as described in Table A.
- 6.) Impervious Coverage of each lot will be limited to 50% of the lot area.
- 7.) Garage required and must be one of the following designs: 1.) Detached with a minimum setback of five feet from the front wall of the home facing front property line; 2.) May be attached and must have a minimum setback of five feet from the front wall of the home facing front property line; or 3.) May be attached and meet minimum front setback requirements, but must face side property line. 4.) Each garage must be designed and constructed with a minimum of 480 square feet.
- 8.) All homes will feature exteriors of a masonry material on all sides. This includes: brick, natural stone, stucco, cementitious siding/panels, or other approved masonry cladding. Doors, windows, door and window casings, porch decking, roofs, and other architectural accent features are not required to be made from masonry materials. New, composite materials, including a combination of wood, cement, and plastic fibers, may be considered for selected, specific uses, as long as they can meet or exceed the performance of the material they are imitating.

EXHIBIT C

Development and Design Standards

The application of faux veneer panels as a primary cladding, such as brick veneer sheeting, Dryvit, EIFS, and engineered plywood is prohibited.

- 9.) The street lighting plan for Phase Two will require minimum spacing of 500 linear feet along all collector and public streets. Decorative street lighting will be permitted but not required. The design of any decorative street lighting will be subject to approval by the City. Any decorative street lighting will be maintained by the homeowners association for Phase Two. All street lighting will utilize energy-efficient LED light fixtures.

- 10.) **Tree Removal:** All existing Trees shall be preserved to the best extent possible. As used herein, the term "Building Envelope" shall be defined as the area of the Lot that is allowed for construction of a residence as defined by the setbacks of the Lot. Within the Building Envelope, a Homebuilder may remove any existing trees less than 18" in diameter as measured 24" off the ground. Within the Building Envelope, any existing tree greater than or equal to 18" in diameter as measured 24" off the ground shall require prior written approval from the Blanco River Ranch Reviewer before removal. Any existing trees should be shown on the plot plan that is submitted by the Homebuilder to the Blanco River Ranch Reviewer for review and prior approval. All existing trees outside of the Building Envelope shall be preserved regardless of size.

EXHIBIT D

RESOLUTION NO. 1053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AMENDING RESOLUTION 1033, ADOPTED BY THE CITY COUNCIL ON AUGUST 24, 2016 BY REVISING THE PUBLIC IMPROVEMENT DISTRICT POLICY PROVIDED HEREIN AS "EXHIBIT A"; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Chapter 372 of the Texas Local Government Code allows for the creation of public improvement districts; and

WHEREAS, the City Council of the City of Kyle established a policy for the consideration of said petitions by adopting Resolution 981 on June 15, 2015; and

WHEREAS, the City Council of the City of Kyle amended that policy to allow for Economic Development Incentives by adopting Resolution 1022 on May 17, 2016; and

WHEREAS, the City Council of the City of Kyle amended that policy to require notification of PID Assessment through Escrow and/or through Multiple Listing Service or other similar sales listings by adopting Resolution 1033 on August 24, 2016; and

WHEREAS, the City Council wishes to amend the Public Improvement District (PID) policy provided herein as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated as findings of fact.

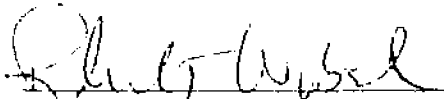
Section 2. PID Policy. The PID Policy, as presented herein as "Exhibit A", is hereby adopted and approved.

Section 3. Effective Date. This resolution shall be effective from and after its approval and passage in accordance with the city charter.

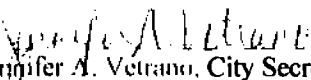
Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Loc. Gov't. Code.

FINALLY PASSED AND ADOPTED on this 7th day of February, 2017.

THE CITY OF KYLE, TEXAS

BY: 
R. Todd Webster, Mayor

ATTEST:


Jennifer A. Vetrano, City Secretary

CITY OF KYLE, TEXAS

Public Improvement District Policy

OVERVIEW

Public Improvement Districts ("PIDs"), per the Texas Local Government Code Chapter 372 ("the Code"), provide the City of Kyle ("the City") an economic development tool that permits the financing of qualified public improvement costs that confers a special benefit on a definable part of the City, including both its corporate limits and its extra-territorial jurisdiction. A PID can finance capital costs and fund supplemental services to meet community needs which could not otherwise be constructed or provided. The costs of the capital improvements and/or supplemental services are paid entirely by property owners within the Public Improvement District ("PID") who receive special benefits from the capital improvements or services. **A PID may only be used to pay for public improvements.**

A PID is a defined area of properties, whose owners have petitioned the City to form a PID. The City Council establishes a PID by adoption of a resolution after a public hearing. The public hearing is publicized per the Code and written notification of the hearing is mailed to all property owners in the proposed PID. By petition, the owners pledge to pay an assessment in order to receive enhanced services and/or improvements within the District. The PID must demonstrate that it confers a benefit, not only to the properties within the District, but also to the "public" which includes the City.

The purpose of this PID policy is to outline the issues and requirements that must be addressed by the petitioner before the City Council can support the establishment of a PID. The PID policy outlines such things as petition requirements, qualified costs, financing criteria, information disclosures to property owners, developer and landowner's continuing disclosure obligations associated with the issuance of PID bonds, and the determination of annual plans of services, budgets and assessments.

GENERAL

1. A PID may be created and utilized to construct qualified public improvements and/or reimburse a developer's actual and documented costs above and beyond the costs for standard infrastructure required to serve the development. Such incremental costs shall be associated with the construction of qualified public improvements.
2. PIDs must be self-sufficient and not require the City to incur any costs associated with the formation of the PID, bond issuance costs, PID administration or the construction of PID improvements.
3. PID petition signatures should reflect that a reasonable attempt was made to obtain the full support of the PID by the majority of the property owners located within the proposed PID. Priority will be given to PIDs with the support of 100% of the landowners within a PID.
4. Priority will be given to PID improvements:
 - a. In support of development that will generate economic and superior development benefits to the City beyond what normal development would;
 - b. In the public right of way (e.g., entryways, landscaping, fountains, specialty lighting,

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- art, decorative and landscaped streets and sidewalks, bike lanes, multi-use trails, signage); and.
- c. Which meet community needs (e.g., enhanced drainage improvements, parks and off- street public parking facilities, wastewater and/or water on or off-site improvements).
 - d. Improvements or services that advance City's adopted Master Plan; and
 - e. Projects that increase or enhance City's multimodal transportation and roadway plans.
5. A PID's budget shall include sufficient funds to pay for all costs including but not limited to all administrative and/or operational costs associated with the administration and management of the PID.
 6. A Landowner's Agreement must be recorded in the Official Public Records of the County in which the PID is located which, among other things, will notify any prospective owner of the existence or proposal of special assessments on the property. All closing statements and sales contracts for lots must specify who is responsible for payment of any existing PID assessment or a *pro rata* share thereof until such time as the PID assessment is paid in full
 7. Any requested adjustments and or deviations from the terms and conditions of the City's PID Policy shall be clearly requested and explained in the PID petition for that PID. Any adjustments or deviations to be granted shall be at the sole discretion of the City Council.
 8. A PID zone must be identified as a PID with use of Signage along the main entry/exits located at the boundaries of the PID. All signage shall be a clearly visible to all motorist entering and exiting the PID.
 9. All purchasers of property within a PID that elect to set up an escrow account to pay for mortgage payments, property taxes, insurance and/or other related expenses; shall be required to include the payment of any PID Annual Installments in the amounts collected via such escrow account.
 10. All property owners within a PID that elect to utilize the Multiple Listing Service (or other comparable mass distribution service of available properties for sale) are required to include within such listing the presence of the PID and the estimated Annual Installments due.
 11. Property owned by the City of Kyle that is located in the boundaries of the PID shall not be subject to any assessment by the PID.
 12. No PIDs will be allowed to be created that overlap the boundaries of another PID.
 13. The City reserves the right and shall select and retain the services of any professionals and or consultants in association with the creation and administering of the PID including but not limited to: financial advisor, bond counsel, underwriter, trustee, PID administrator, and appraiser.

PETITION REQUIREMENTS

In accordance with Texas Local Government Code §372.005(a) the petition must include the following:

1. the general nature of the proposed improvements;
2. the estimated cost of the improvements;
3. the boundaries of the proposed assessment district;

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Public Improvement District Policy

4. the proposed method of assessment, which may specify included or excluded classes of assessable property;
5. the proposed apportionment of costs between the public improvement district and the municipality or county as a whole;
6. whether the district will be managed by the municipality or county, by the private sector, or by a partnership of the two;
7. that the persons signing the petition request or concur with the establishment of the district; and
8. that an advisory body may be established to develop and recommend an improvement plan to the governing body of the municipality or county.

Additional requirements include:

1. PID petitions shall include this additional note: "With respect to community property, the City may accept the signature of a spouse as a representation of both spouses that they support the creation or renewal of the PID absent a separate property agreement. *However, if City staff is made aware of any disagreement among owners of community property, those petitions will not be counted.*"
2. Signatures for PID petitions must be gathered not more than six months preceding submittal of the PID Application.

For a district to be established, a petition shall include the following:

1. Evidence that the petition's signatures meet the state law requirements or the petition must be accompanied by a reasonable fee to cover the City's costs of signature verification. If the proposed district is an expansion of an existing district, a petition for the new portion of the district must identify each subdivision, or portion thereof, within the proposed boundaries of the new district, and each subdivision or portion thereof, that is not currently in an existing PID shall individually satisfy the requirements for a petition under Section 372.005 of the Texas Local Government Code. Subdivision has the meaning assigned by Section 232.021 of the Texas Local Government Code.
2. Map of the area, a legal description of the boundaries of the district for the legal notices and a "commonly known" description of the area to be included in the district.
3. Statement that the petitioners understand that the annual budget for the district is subject to review by City staff with final approval by the City Council.
4. Upon approval of the PID, the boundaries of the PID will be immediately annexed into the City of Kyle.

In addition, the following issues must be addressed before the City Council will take action on a petition:

1. A non-refundable and non-negotiable application fee to the City of Kyle in the amount of \$25,000.00 will be required with the filing of a petition to create a PID. This application fee is to cover the costs for evaluating the PID petition by City staff.
2. In addition, a separate Deposit and Reimbursement Agreement acceptable to the City must be entered into at the time the petition is submitted to the City. The Deposit and Reimbursement Agreement shall cause the developer to deposit funds to cover the City's cost for retaining the services of professionals and consultants in evaluating the petition, formation of the district, the levy of assessments, and the issuance of bonds, including,

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without limitation, costs and expenses relating to the following, as applicable: (a) the property appraisal, (b) the absorption study, (c) noticing and publication expenses, (d) the assessment consultant, (e) district, assessment, and Bond administration. (f) City costs including, but not limited to, Attorneys, Engineer, PID Administrator, etc., and City's other external costs as may be required and necessary. The developer shall deposit a sum of \$50,000.00 with the City of Kyle as the initial deposit with the Deposit and Reimbursement Agreement at the time the PID petition is submitted to the City.

3. A current tax roll with the signatures of the owners registering support of the petition next to the account for the owner's property on the tax rolls shall be attached.
4. A copy of the Market Feasibility study shall be submitted with the Petition.
5. If the PID developer plans to seek cost reimbursement through PID assessments to be levied and collected with or without PID bond financing shall provide a written and signed assurance letter from the Hays County Tax Assessor-Collector to state that (1) the Hays County Tax Assessor-Collector will ensure that any and all PID assessments to be levied against real property located within the boundaries of the PID shall be a clearly described separately itemized line item on the annual ad valorem tax (property tax) bill for each real property, (2) that the Hays County Tax Assessor-Collector shall be responsible for collecting such PID assessments and remitting to the City of Kyle including any late payment penalties, and (3) that the Hays County Tax Assessor-Collector shall be responsible for implementing all delinquency procedures should the property owner fail to pay PID assessments.

PID ADMINISTRATION

1. The City may contract with a qualified third party company to manage and administer the PID, subject to appropriate oversight by Citystaff.
2. Any management firm retained by the City for PID administration shall be required, at a minimum, to submit quarterly reports of all activities and expenditures to the City; perform and submit an annual independent audit of all PID expenditures to the City; and shall hold an annual meeting open to all property owners and held in a public meeting space with written notice to all property owners in the PID at least two weeks prior to this meeting to provide an opportunity for property owner questions, comments and input to be considered during the PID Budget and Service Plan approval process.
3. If the City elects to retain the services of a third-party PID administrator, the administrator will coordinate the annual development of the Budget and Five Year Service Plan which will be submitted to the City Council for consideration following a public hearing conducted in accordance with the Code and any other applicable State of Texas law. The PID Service Plan shall also contain procedures for the termination of the PID without imposing any costs on the City of Kyle.

BOND SIZE LIMITATIONS

The following limitations and performance standards shall apply to a PID debt issue approved by the City:

1. Minimum overall appraisal by an independent 3rd party appraiser, provides for a value to lien ratio at date of each bond issue of 3:1.
2. Minimum appraisal by an independent 3rd party appraiser, provides for a value to lien ratio

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at date of each bond issue of 2.5:1 for each individual parcel.

- | | |
|--|----------|
| 3. Maximum annual permitted increase in annual assessment installment: | 2% |
| 4. Maximum years of capitalized interest for each bond issue: | 3 |
| 5. Maximum maturity for each series of bonds (to extent allowed by law): | 20 years |

The aggregate principal amount of bonds required to be issued shall not exceed an amount sufficient to fund: (i) the actual costs of the qualified public improvements (ii) required reserves and capitalized interest during the period of construction and not more than 12 months after the completion of construction and in no event for a period greater than 3 years from the date of the initial delivery of the bonds and (iii) any costs of issuance. Provided, however that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future Bond issuances.

FINANCING CRITERIA

1. The PID may seek bond issues in advance of construction of an individual Phase of a Project subject to compliance with these standards. All such PID bond issue will be subject to approval of the City Council.
2. No General Obligation or Certificate of Obligation bonds will be utilized by the City to fund or support the PID Bonds.
3. If in any calendar year the City issues bonds that would constitute a bank qualified debt issuance but for the issuance of the PID bonds, then the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been bank qualified provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City.
4. All proposed subsequent PID bond issues for a Project, if any, will be subject to approval by the City Council.
5. If the City Council authorizes the issuance of PID bonds, the City shall issue all such PID bonds in accordance with the protocols and procedures adhered to by the City's Director of Finance for issuing long-term debt instruments including tax notes and bonds.
6. Special assessments on any given portion of the property may be adjusted in connection with subsequent bond issues as long as an agreed-upon maximum annual assessment rate is not exceeded, and the special assessments are determined in accordance with the Service and Assessment Plan and the PID Act. Special assessments on any portion of the property will bear a direct proportionate relationship to the special benefit of the public improvements to that improvement area. In no case will assessments be increased for any parcel unless the property owner of the parcel consents to the increased assessment.
7. The City shall not be obligated to provide any funds for any improvement except from the proceeds of the PID Bonds and PID assessments.
8. The City's cost of reviewing a developer payment request from PID Bond proceeds, including City staff time and third party consultant costs, shall be netted out of the amount paid to the developer.
9. Each PID Bond Indenture will contain specific language precluding the City from having any obligations for making any debt service payments for the PID Bonds other than only from available special assessment revenues.

City of Kyle V:2-7-2017
Public Improvement District Policy

10. In addition, each PID Bond Indenture will clearly state that all debt service payments for the PID bonds shall be payable solely from and secured by the pledged assessments levied against properties within the PID.
11. A PID will be responsible for payment of all of the City's reasonable and customary costs and expenses including the cost of any appraisal.
12. Improvements funded with PID proceeds will be exempt from any public bidding or other purchasing and procurement policies per Texas Local Government Code Section 252.022(a) (9) which states that a project is exempt from such requirements if "paving drainage, street widening, and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements."
13. Any PID Bond issued will include a Reserve Fund in an amount equal to the lesser of: (i) the maximum annual debt service on the bonds, (ii) 10 percent of the Bond Par Amount, or (iii) 125 percent of the average annual debt service and that such Reserve Fund will be funded from bond proceeds at the time bonds are issued.
14. Pursuant to the PID Act, the interest rate for assessments may exceed the interest rate of the bonds by no more than one half of one percent (0.50%). The City may allocate up to 0.50% of the interest rate component to fund a delinquency reserve, prepayment reserve, or for any other use that provides a direct benefit to the PID.
15. Should the PID developer in their PID petition request the City for a waiver or exception from the City's annexation requirements as specified in the PID Policy, then the Developer must agree to pay a cash contribution to the City's General Fund, in an amount equal to ten percent (10%) of total PID eligible project costs or if PID bonds are issued then an amount equal to ten percent (10%) of the net proceeds of the PID bonds, at the time of the closing of the PID bonds from sources other than the PID bond proceeds, for the exclusive use by the City solely at its discretion for any lawful purposes.
16. All Developers and significant landowners will provide any required continuing disclosure obligations associated with the issuance of PID bonds as required under the Indenture or any other regulatory agreement or regulatory agency. Failure to abide by continuing disclosure requirements may limit access to proceeds and/or future bond issues.
17. Developer is required to demonstrate committed capital (e.g., cash deposit, proof of bank financing, or letter of credit) to the City on the closing date of the PID Bonds in an amount confirmed by an engineer's estimate of probable cost, which represents the difference between the budgeted cost to complete the public improvements assumed to be complete in the appraisal and the net proceeds of the PID bonds.
18. During a material event of default under the terms of the PID petition or the PID agreement by the Developer, the City shall, after providing notice and opportunity to cure, have the right to recapture reimbursements and/or terminate its obligations to the developer.
19. All construction of improvements is subject to City review and approval and if applicable, provisions shall be made for dedication to City or to another appropriate entity.
20. Improvements to be funded by the PID are limited to those defined as Authorized Improvements under Texas Local Government Code Section 372.003(b):
 - a. Landscaping and irrigation in public rights of way;
 - b. Erection of fountains, distinctive lighting, backlit street signs and way finding signs;
 - c. Acquiring, constructing, improving, widening, narrowing, closing or rerouting

City of Kyle V:2-7-2017
Public Improvement District Policy

- sidewalks, streets or any other roadway or their rights-of-way;
 - d. Construction or improvement of pedestrian malls;
 - e. Acquisition and installation of pieces of public art;
 - f. Acquisition, construction or improvement of libraries;
 - g. Acquisition, construction or improvement of public off-street parking facilities;
 - h. Acquisition, construction, improvement or rerouting of mass transportation facilities;
 - i. Acquisition, construction or improvement of water, wastewater or drainage improvements;
 - j. The establishment or improvement of parks;
 - k. Acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
 - l. Acquisition, by purchase or otherwise, of real property that shall be designated as conservation habitat, protected with a conservation easement, or used in furtherance of the protection of endangered species, or aquifer recharge features;
 - m. Special supplemental services for improvement and promotion of the district, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and culture enhancement;
 - n. Payment of expenses incurred in the establishment, administration, and operation of the district, including expenses related to the operation and maintenance of mass transportation facilities; and
 - o. The development, rehabilitation, or expansion of affordable housing.
21. Any trails, parks, streets or other public amenities that are located within a gated community or otherwise inaccessible location to the general public may not be funded or reimbursed by the PID.
 22. All public parks and trails must be dedicated to the City, but maintained by a mandatory dues paying HOA.
 23. All roads must be within dedicated rights-of-ways that are conveyed to either the City or, in the case of out of City PIDS, to the County government.

PROJECT CRITERIA

In agreeing to form a PID for which debt will be issued to fund the costs of constructing qualified public improvements, the City will require the following:

1. The property owner must demonstrate to the City that it has the expertise to complete the new development that the PID will support.
2. The property owner must provide the City with its sources of funding the Public Improvements not being funded by the PID.
3. The proposed development must be consistent with the entitlements on the property. All required zoning, other required land use approvals or other required permits must be in place for the development prior to the issuance of any PID bonds.
4. The property owner must provide evidence to the City that the utility service provider has sufficient capacity to provide all necessary utility services.
5. All reasonable estimated costs must be identified before a decision is reached on a request to issue bonds for a PID. Costs to be identified include costs related to establishing the

City of Kyle V:2-7-2017
Public Improvement District Policy

district; costs for construction and/or the acquisition of improvements, the maintenance and operation of improvements (if any) and PID administrative costs.

6. If the City elects to hire a qualified third party PID administrator to administer the PID, the costs for such administration shall be paid for with PID funds. The PID administrator will be required to review and comment on the Budget and to attend the annual public hearing regarding the Service and Assessment Plan.
7. The PID Financing Agreement (or other applicable PID documentation) shall contain a section, which clearly identifies the benefit of the PID to the affected property owners and to the City as a whole ((i.e., public purpose) and also evidence of insurance.
8. The Service and Assessment Plan shall describe, if applicable, all City-owned land within the district as well as its proposed share of project costs.
9. Specified assurances that the construction of improvements in the public right-of-way will be dedicated to and maintained by the City after the PID has dissolved. For the life of the PID, public infrastructure will be maintained by the PID, unless otherwise stated in a subsequent agreement.
The PID may not finance improvements or services within a gated community or a development that is not accessible to the general public.

Developer Reimbursement

1. The Developer will submit expenses for reimbursements.
2. The appointed designee will verify expenses' validity towards the PID agreement.
3. Once expenses have been verified, payment will be processed within thirty (30) days.

Miscellaneous

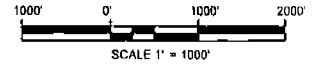
1. Severability: If any section, subsection, sentence, clause, phrase, or word of this policy is declared unconstitutional or invalid for any purpose, the remainder of this policy shall not be affected.
2. Any requests for adjustments, exceptions, or waivers to this policy must be reviewed and approved by the City Council of the City of Kyle.
3. The City shall, upon reasonable prior written notice to the Developer and during normal business hours, have the right to audit and inspect the Developer's records, books, and all other relevant records related to Reimbursable Amounts under this Agreement. The Parties agree to maintain the appropriate confidentiality of such records, unless disclosure of such records and information shall be required by a court order, a lawfully issued subpoena, State Law, municipal ordinance, or at the direction of the Office of the Texas Attorney General.
4. Recapture. In the event of default by Developer under the negotiated Agreement related to Reimbursement Amount Requests, the City shall, after providing Developer notice and an opportunity to cure, have the right to recapture Reimbursement Amount Requests.
5. No Personal Liability of Public Officials. No public official or employee shall be personally responsible for any liability arising under or growing out of any approved PID. Any obligation or liability of the Developer whatsoever that may arise at any time under the approved PID or any obligation or liability which may be incurred by the Developer pursuant to any other instrument transaction or undertaking as a result of the PID shall be satisfied out of the assets of the Developer only and the City shall have no liability.
6. All PID Agreements shall include Indemnification language as follows:

City of Kyle V:2-7-2017
Public Improvement District Policy

Indemnification. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER OR DEVELOPER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF DEVELOPER OR DEVELOPER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

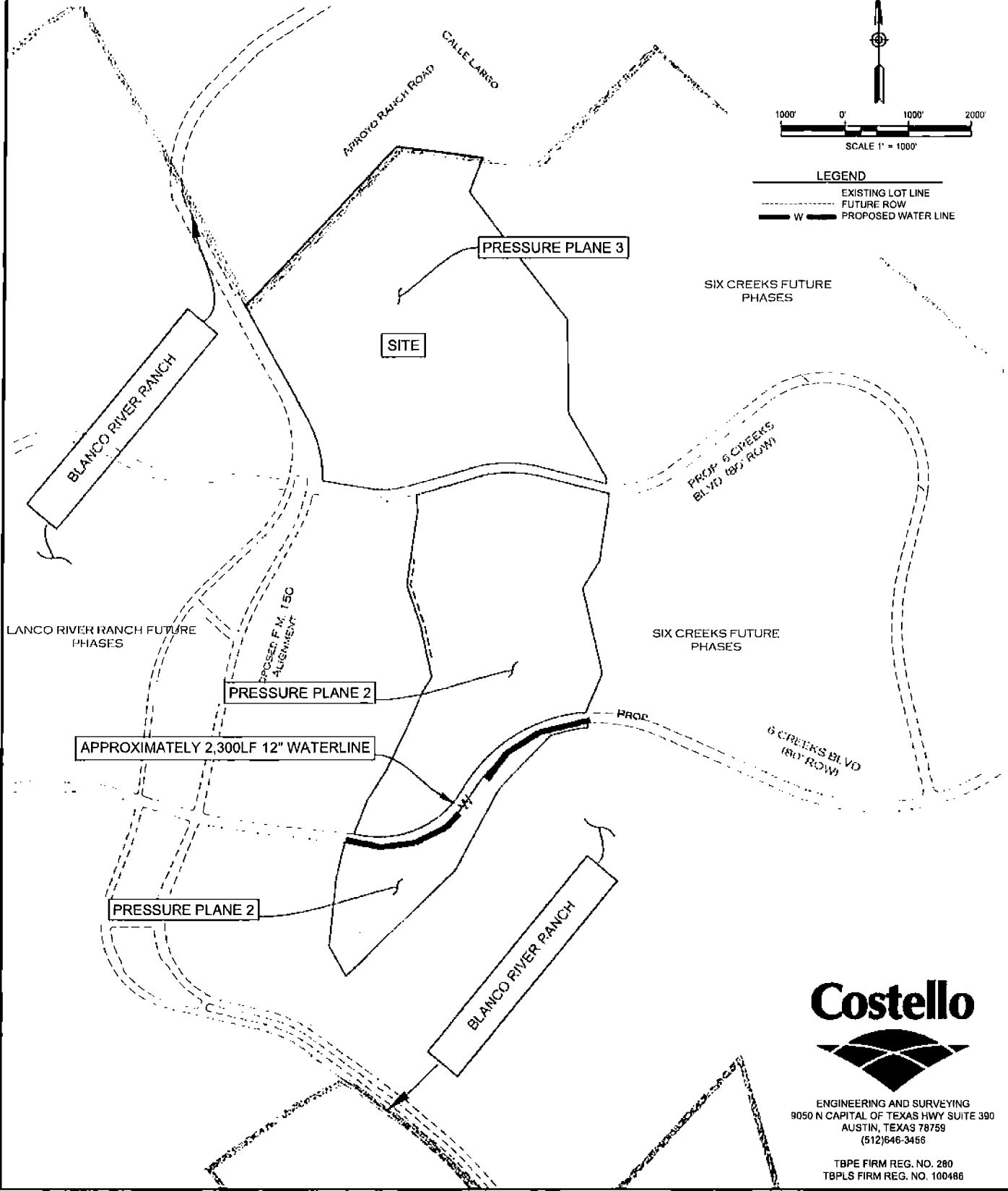
IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW

EXHIBIT E-1 PHASE ONE IMPROVEMENTS - WATERLINE SOUTH 6 CREEKS



LEGEND

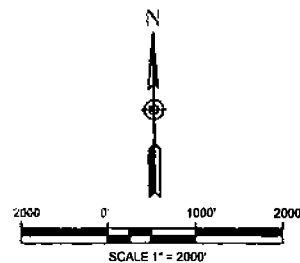
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	FUTURE ROW
	PROPOSED WATER LINE



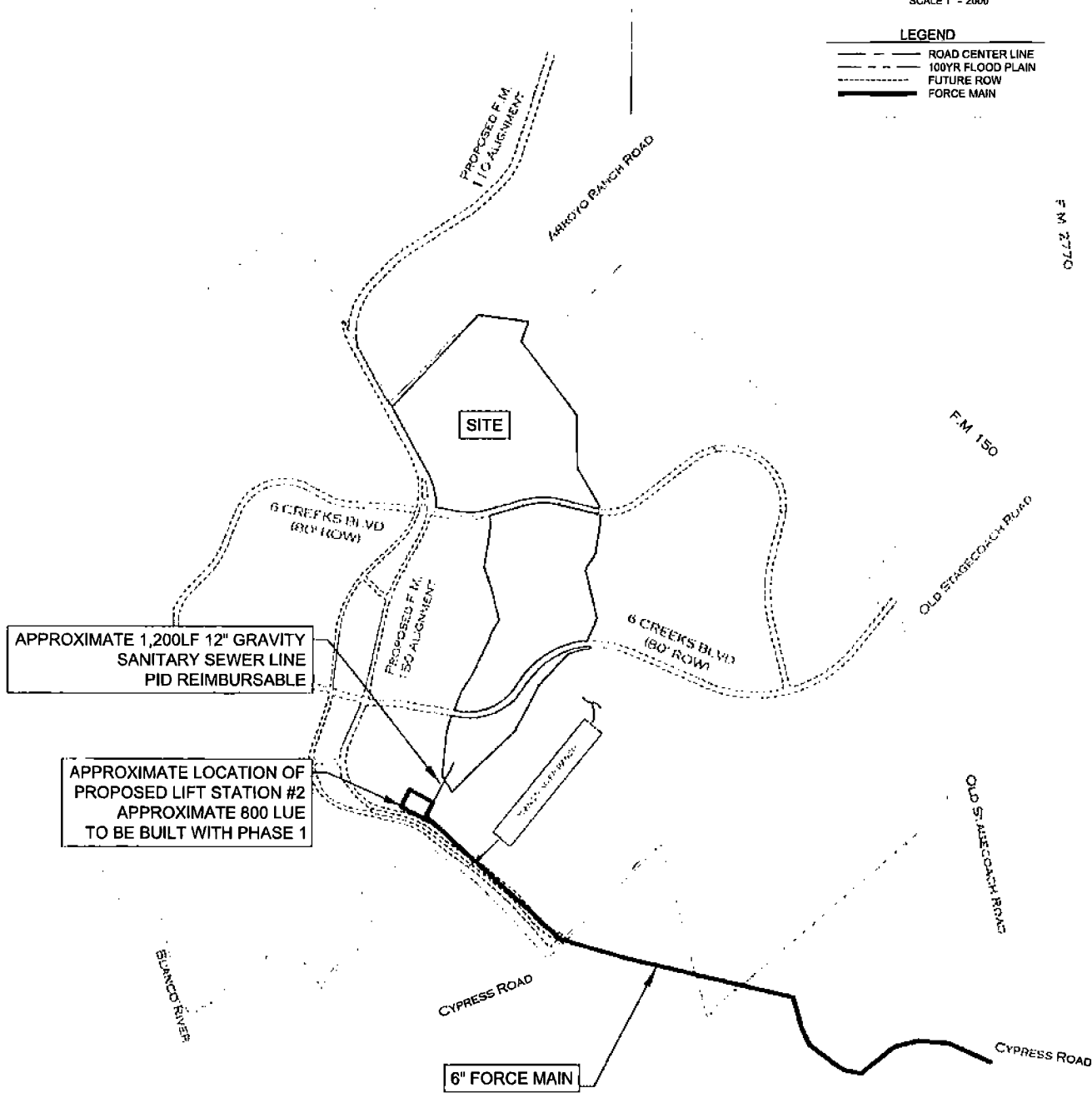
ENGINEERING AND SURVEYING
 9050 N CAPITAL OF TEXAS HWY SUITE 390
 AUSTIN, TEXAS 78759
 (512)646-3456

TBPE FIRM REG. NO. 280
 TBPLS FIRM REG. NO. 100486

EXHIBIT E-2 PHASE ONE IMPROVEMENTS WASTEWATER SYSTEM



LEGEND	
	ROAD CENTER LINE
	100YR FLOOD PLAIN
	FUTURE ROW
	FORCE MAIN



APPROXIMATE 1,200LF 12" GRAVITY
SANITARY SEWER LINE
PID REIMBURSABLE

APPROXIMATE LOCATION OF
PROPOSED LIFT STATION #2
APPROXIMATE 800 LUE
TO BE BUILT WITH PHASE 1

6" FORCE MAIN

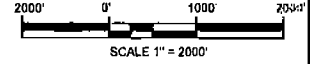


Costello
ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78769
(512) 446-3466

TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486

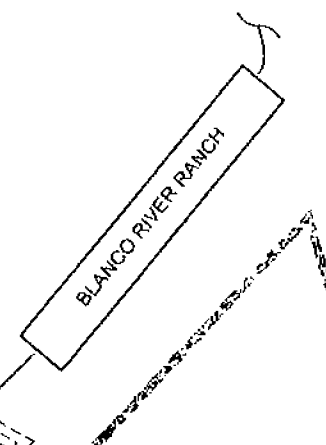
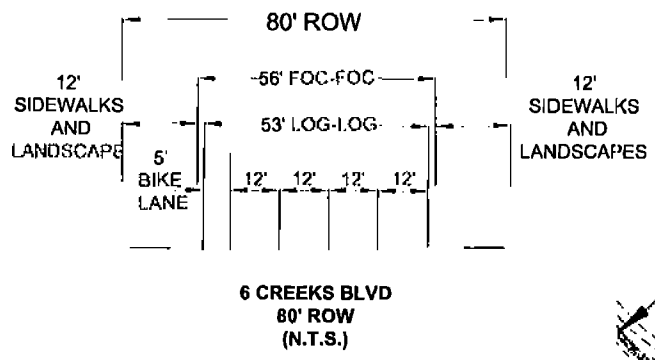
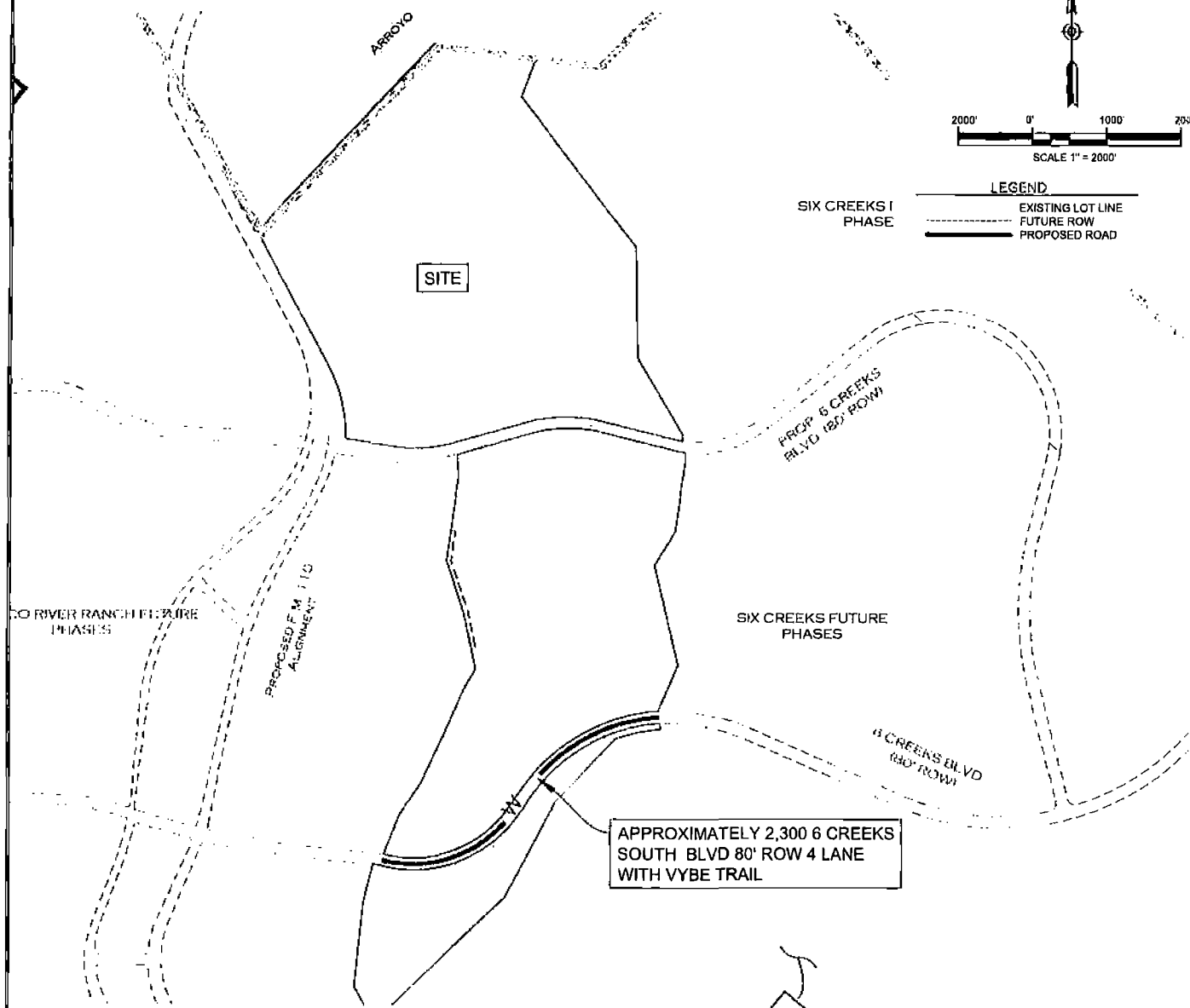
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EXHIBIT E-3 PHASE ONE IMPROVEMENTS - SOUTH 6 CREEKS ROAD & VYBE TRAIL



LEGEND

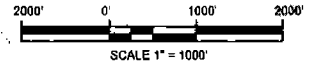
—	EXISTING LOT LINE
- - -	FUTURE ROW
=	PROPOSED ROAD



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TBPE FIRM REG. NO. 280
 TBPLS FIRM REG. NO. 100486

EXHIBIT E-4 PHASE ONE IMPROVEMENTS



PROPOSED F.M.
110 ALIGNMENT

BBR BOUNDARY

SITE BOUNDARY

PROPOSED F.M.
150 ALIGNMENT

CREEKS BLVD.
(60' ROW)

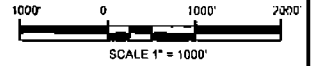


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9050 N CAPITAL OF TEXAS HWY SUITE 380
AUSTIN, TEXAS 78759
(512)848-3456

TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486

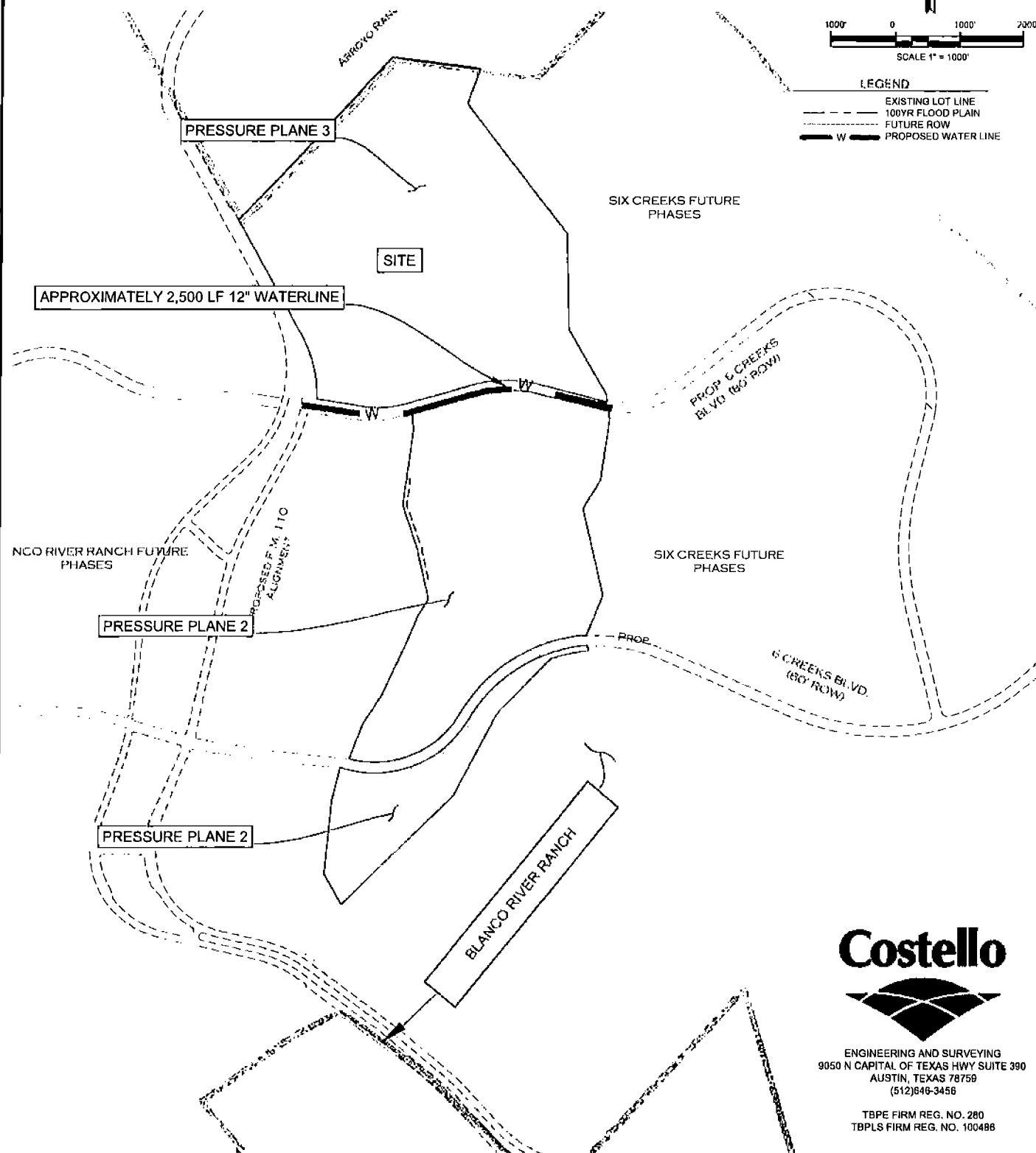
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EXHIBIT F-1 PHASE TWO IMPROVEMENTS - WATERLINE NORTH 6 CREEKS



LEGEND

- EXISTING LOT LINE
- - - 100YR FLOOD PLAIN
- - - FUTURE ROW
- W — PROPOSED WATER LINE

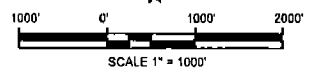


ENGINEERING AND SURVEYING
 9050 N CAPITAL OF TEXAS HWY SUITE 390
 AUSTIN, TEXAS 78759
 (512)646-3456

TBPE FIRM REG. NO. 280
 TBPLS FIRM REG. NO. 100486

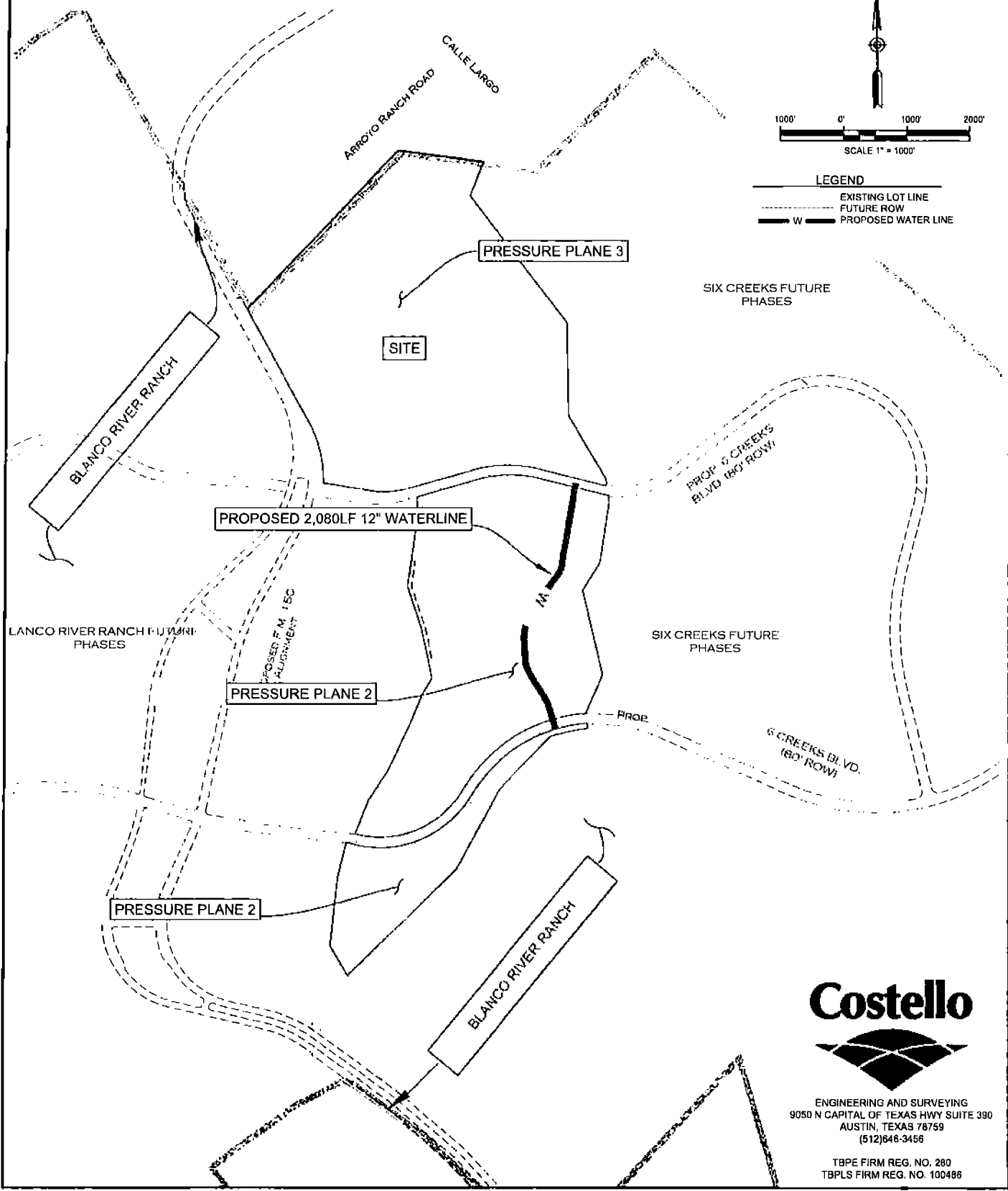
EXHIBIT F-2 PHASE TWO IMPROVEMENTS - WATERLINE LOOPING SYSTEM

N



LEGEND

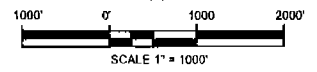
- EXISTING LOT LINE
- - - FUTURE ROW
- W — PROPOSED WATER LINE



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TBPE FIRM REG. NO. 280
 TBPLS FIRM REG. NO. 100486

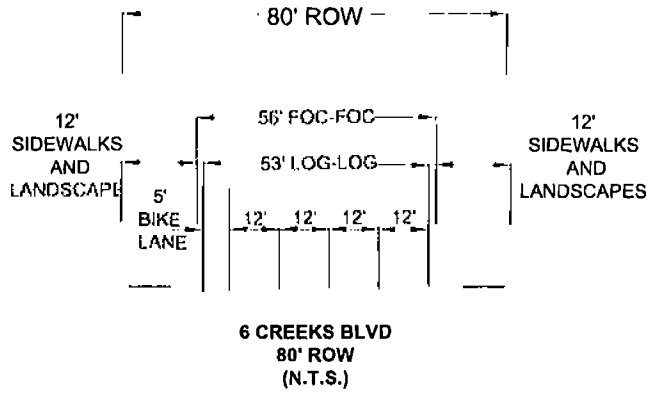
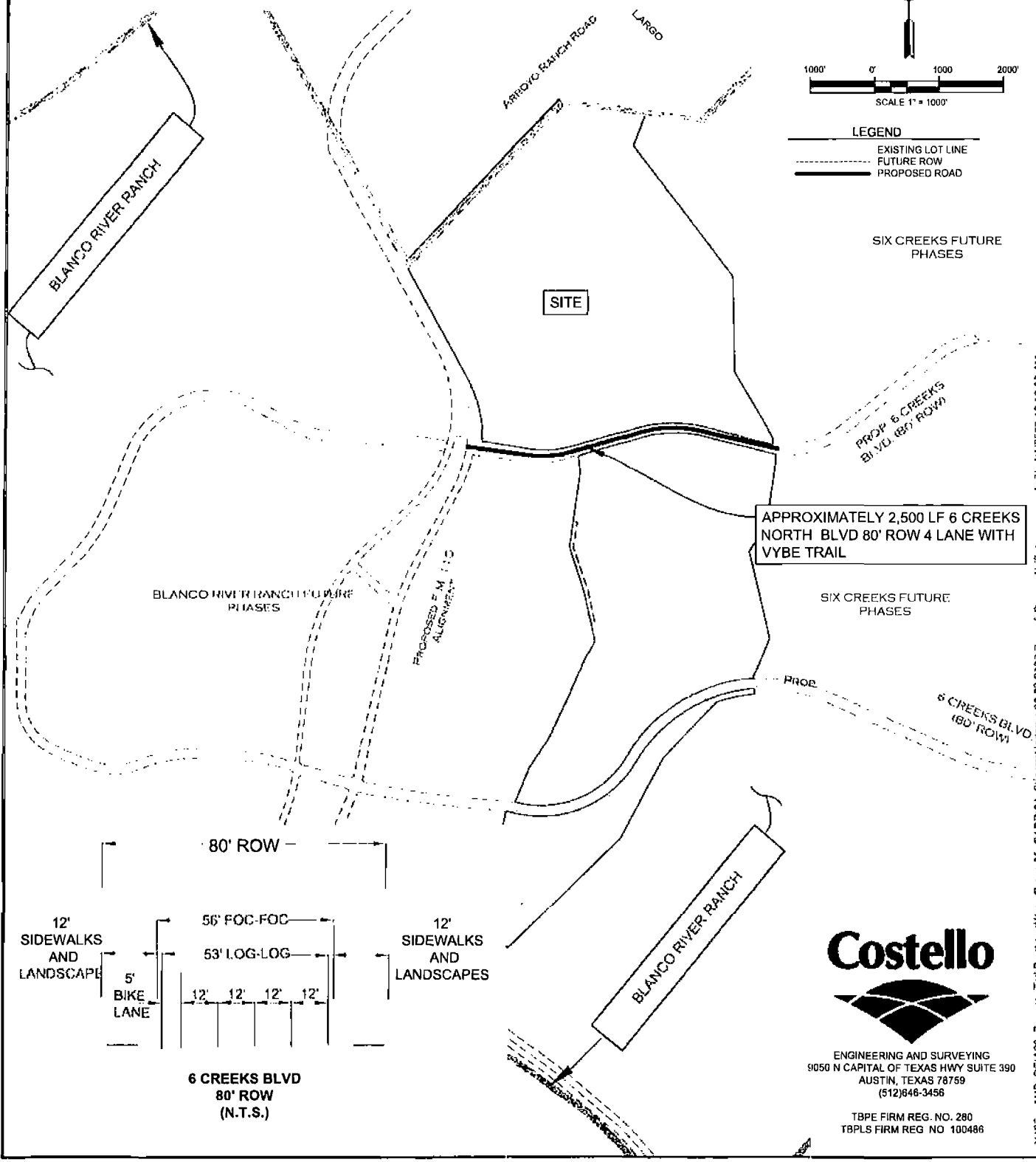
EXHIBIT F-3 PHASE TWO IMPROVEMENTS - NORTH 6 CREEKS BLVD & VYBE TRAIL



LEGEND

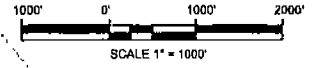
- EXISTING LOT LINE
- - - FUTURE ROW
- PROPOSED ROAD

SIX CREEKS FUTURE PHASES



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 TBPE FIRM REG. NO. 280
 TBPLS FIRM REG NO 100486

F-4 PHASE TWO IMPROVEMENTS



PROPOSED F.M.
110 ALIGNMENT

BBR BOUNDARY

SITE BOUNDARY

PROPOSED F.M.
150 ALIGNMENT

CREEKS BLVD
(80' ROW)



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TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486

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EXHIBIT G PHASE THREE IMPROVEMENTS



PROPOSED F.M.
110 ALIGNMENT

BBR BOUNDARY

SITE BOUNDARY

PROPOSED F.M.
150 ALIGNMENT

6 CREEKS BLVD.
(60' ROW)



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TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100466

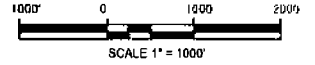
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EXHIBIT H-1 OFFSITE IMPROVEMENTS - NORTH FM 110 WATERLINE

N

ANTHEM ELEVATED STORAGE TANK
(BY OTHERS)

FM 150



LEGEND

- EXISTING LOT LINE
- - - FUTURE ROW
- W - PROPOSED WATER LINE

PROPOSED 9,200LF 16" WATERLINE

PROPOSED F.M.
110 ALIGNMENT

ARROYO PARCH ROAD

FM 150

CALLE LARGO

ARROYO PARCH ROAD

BLANCO RIVER RANCH

SIX CREEKS FUTURE
PHASES

SITE

PRESSURE PLANE 3

PROP. 6 CREEKS
BLVD (80' ROW)

PRESSURE PLANE 2

BLANCO RIVER RANCH FUTURE
PHASES

PROPOSED F.M. 110
ALIGNMENT

SIX CREEKS FUTURE
PHASES

Costello



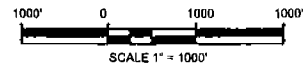
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AUSTIN, TEXAS 78759
(512)848-3456

TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100488

6 CREE
(80')

PROP.

EXHIBIT H-2 OFFSITE IMPROVEMENTS - FM 110 ROAD



LEGEND

- EXISTING LOT LINE
- - - 100YR FLOOD PLAIN
- - - FUTURE ROW
- PROPOSED ROAD

7,500 PROPOSED FM 110
100' ROW 2 LANE

BLANCO RIVER RANCH

FM 150

PROPOSED F.M.
110 ALIGNMENT

ARROYO PASTORAL ROAD

FM 150

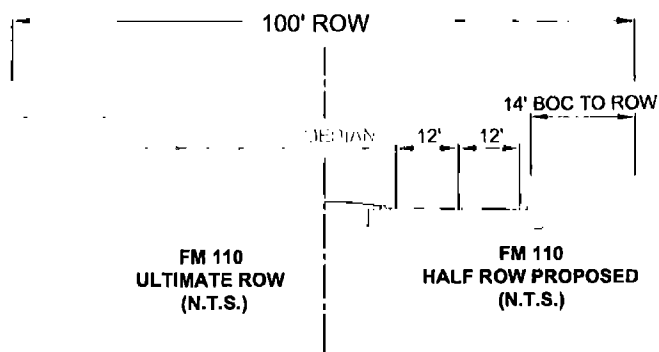
CALLE LARGO

ARROYO RANCH ROAD

SITE

SIX CREEKS FUTURE
PHASES

PROP. 8 CREEKS
BLVD (60' ROW)



ENGINEERING AND SURVEYING
9050 N CAPITAL OF TEXAS HWY SUITE 390
AUSTIN, TEXAS 78759
(512)848-3456

TBPE FIRM REG. NO. 280
TBPLS FIRM REG. NO. 100486

DATE PLOTTED: 01/11/2011 10:00:00 AM

EXHIBIT I

Elevated Storage Tank

Project Budget

		Maximum LUE Allocations	Anthem	6 Creeks	Kyle 57	Findley	Beseda	Lennar	BRR
			1,650	1,000	240	100	50	1,400	2,100
Engineer	Atwell								
Contractor	CCCarlton								
RM 150 Station		\$2,831,078							
ESC Improvements		\$82,984	\$45,041	\$27,297	\$6,551	\$2,730	\$1,265	\$0	\$0
Water Improvements		\$2,011,789							
	Mobilization and Traffic Control	\$22,000	\$11,941	\$7,237	\$1,737	\$724	\$362	\$0	\$0
	Pump Station and Trans Line	\$979,880	\$979,880	\$0	\$0	\$0	\$0	\$0	\$0
	Return Line	\$1,009,909	\$0	\$726,553	\$174,373	\$72,655	\$36,328	\$0	\$0
Site Improvements		\$99,305							
	Mobilization and Demobilization	\$65,000	\$35,280	\$21,382	\$5,132	\$2,138	\$1,069	\$0	\$0
	Site Work	\$34,305	\$34,305	\$0	\$0	\$0	\$0	\$0	\$0
Electric Improvements		\$637,000	\$637,000	\$0	\$0	\$0	\$0	\$0	\$0
Return Line Engineering		\$68,000	\$0	\$48,921	\$11,741	\$4,892	\$2,446	\$0	\$0
Engineering for Common Infrastructure and Agreement		\$40,000	\$0	\$28,777	\$6,906	\$2,878	\$1,439	\$0	\$0
Return Line Staking		\$20,000	\$0	\$14,388	\$3,453	\$1,439	\$719	\$0	\$0
Return Line Testing		\$15,000	\$0	\$10,791	\$2,590	\$1,079	\$540	\$0	\$0
	Sub Total	\$2,974,078	\$1,743,446	\$885,347	\$212,483	\$86,535	\$44,267	\$0	\$0
10% Contingency		\$283,108	\$174,345	\$78,247	\$18,779	\$7,825	\$3,912	\$0	\$0
	Total	\$3,257,186	\$1,917,791	\$963,594	\$231,262	\$96,359	\$48,180	\$0	\$0
Hoover Drive		\$3,769,032							
Anthem Initial 100,000 gallon tank		\$111,111	\$111,111	\$0	\$0	\$0	\$0	\$0	\$0
Remaining Ground Storage Tank		\$526,834	\$100,308	\$87,224	\$20,934	\$8,722	\$4,361	\$122,114	\$183,171
800,000 gallon Elevated Storage Tank		\$1,900,000	\$361,755	\$314,570	\$75,497	\$31,457	\$15,728	\$440,397	\$660,596
ESC Improvements		\$36,841	\$12,111	\$0	\$1,352	\$563	\$282	\$9,013	\$11,520
Site Improvements		\$187,470	\$61,630	\$0	\$6,880	\$2,867	\$1,433	\$45,864	\$69,736
Pump Station Water Improvements		\$777,776	\$255,691	\$0	\$28,542	\$11,893	\$5,946	\$190,282	\$285,472
Electric Improvements		\$229,660	\$75,281	\$0	\$8,404	\$3,301	\$1,751	\$56,074	\$81,011
Elevated Storage Tank Engineering Design		\$324,000	\$61,689	\$53,642	\$17,874	\$5,364	\$2,682	\$75,099	\$112,619
Engineering CA		\$25,000	\$8,219	\$0	\$917	\$382	\$191	\$6,116	\$9,174
Staking		\$20,000	\$6,575	\$0	\$734	\$306	\$153	\$4,893	\$7,339
Testing		\$15,000	\$4,931	\$0	\$550	\$229	\$125	\$3,670	\$5,505
	Sub Total		\$1,059,303	\$455,436	\$156,684	\$65,285	\$32,643	\$953,473	\$1,430,209
10% Contingency		\$376,903	\$97,789	\$40,179	\$14,161	\$5,900	\$2,950	\$86,369	\$129,554
	Total	\$4,529,935	\$1,157,091	\$495,615	\$170,845	\$71,185	\$35,593	\$1,039,842	\$1,559,763
Phase 1A Water Improvements		\$18,600	\$0	\$13,381	\$3,212	\$1,338	\$669	\$0	\$0
10% Contingency		\$1,860	\$0	\$1,338	\$321	\$134	\$67	\$0	\$0
		\$20,460	\$0	\$14,719	\$3,533	\$1,472	\$736	\$0	\$0
			Anthem	6 Creeks	Kyle 57	Findley	Beseda	Lennar	BRR
Subtotals		\$7,807,581	\$3,074,882	\$1,473,929	\$405,640	\$169,017	\$84,508	\$1,039,842	\$1,559,763

EXHIBIT J

Agreement Regarding the Dissolution of the Savannah Ranch Improvement District

This Agreement Regarding the Dissolution of the Savannah Ranch Public Improvement District (the "Agreement") is entered into on this ____ day of _____, 2022 (the "Effective Date") by Blanco River Ranch Properties, L.P., a Texas limited partnership (the "Owner"), and Toll Southwest, LLC, a Delaware limited liability company (collectively, the "Developer") and the City of Kyle, a Texas home rule municipality (the "City"), hereinafter sometimes referred to collectively as the Parties.

Whereas, the Owner requested the City establish the Savannah Ranch Public Improvement District (the "District") in that certain Petition for the Creation of a Public Improvement District to Finance Improvements to Savannah Ranch dated January 20, 2022 (the "Petition") and to include the land more particularly described by metes and bounds and depicted in **Exhibit A** (the "Property") each attached hereto and incorporated herein for all purposes;

Whereas, the Owner is presently under contract to sell the Property to the Developer;

Whereas, on the same date that the parties entered into this Agreement, the City approved the formation of the District by Resolution No. _____ (the "Resolution");

Whereas, if the Developer acquires the Property, the Developer will request the City to issue one or more series bonds to assist with the financing of certain public improvements identified in the Resolution (the "PID Bonds"); and

Whereas, the Parties desire to provide for the dissolution of the District if the Developer does not acquire the Property or if special assessments are not levied or the PID Bonds are not issued by the deadlines set forth herein;

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement, the Parties agree as follows:

1. The Owner and the Developer agree that this Agreement constitutes Owner and the Developer's petition to dissolve the District under Section 372.011, Texas Local Government Code, and the City is hereby authorized to dissolve the District, in the event that: (a) the Developer does not acquire the Property on or before June 30, 2022; or (b) after Developer acquires the Property, the first issuance of PID Bonds or a levy of special assessments does not occur on or before four years from the Effective Date (the "Authorization"). Neither the Owner or Developer will oppose the City's dissolution of the District undertaken in accordance with this Agreement, and will cooperate with the City to cause the District to be dissolved. The Authorization shall terminate and expire upon the earlier of to occur (i) the levy of special assessments against the Property or (ii) the first issuance of the PID Bonds.
2. This Agreement shall be a covenant running with the land and shall be binding upon future owners of the Property or portions thereof and shall further be binding upon and inure to the benefit of the parties, and their successors and assigns.

- 3. This Agreement may be amended only by a written instrument executed by all the Parties; provided after the Property is conveyed to the Developer, the Agreement may be amended by written instrument executed by the City and the Developer. Upon satisfaction of one of the conditions set forth in paragraph 1 that cause the Authorization to expire, the City will execute an instrument confirming the termination and expiration of this Agreement so that it can be recorded in the Official Public Records of Hays County, Texas.
- 4. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions, and venue shall lie in Hays County, Texas.
- 5. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and this Agreement is effective as of the first date indicated above.

CITY:

City of Kyle, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Jennifer Holm
Title: City Secretary

By: _____
Name: Travis Mitchell
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF HAYS §

This instrument was acknowledged before me on this ____ day of _____, 2022, by Travis Mitchell, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

OWNER:

BLANCO RIVER RANCH PROPERTIES LP,
a Texas limited partnership

By: Blanco River Ranch Properties GP, LLC, a Texas
limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, Blanco River Ranch Properties GP, LLC, a Texas limited liability company, of Blanco River Ranch Properties LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

DEVELOPER:

TOLL SOUTHWEST, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____
2022, by _____, _____ of Toll Southwest,
LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

EXHIBIT K
Purchaser's Statutory Verifications

- (a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Purchaser represents that neither the Purchaser nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Purchaser (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- (b) To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Purchaser represents that Purchaser nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Purchaser is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) The Purchaser hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade

association; but does not include (a) the established policies of a merchant, retail Purchaser, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXHIBIT L
Seller's Statutory Verifications

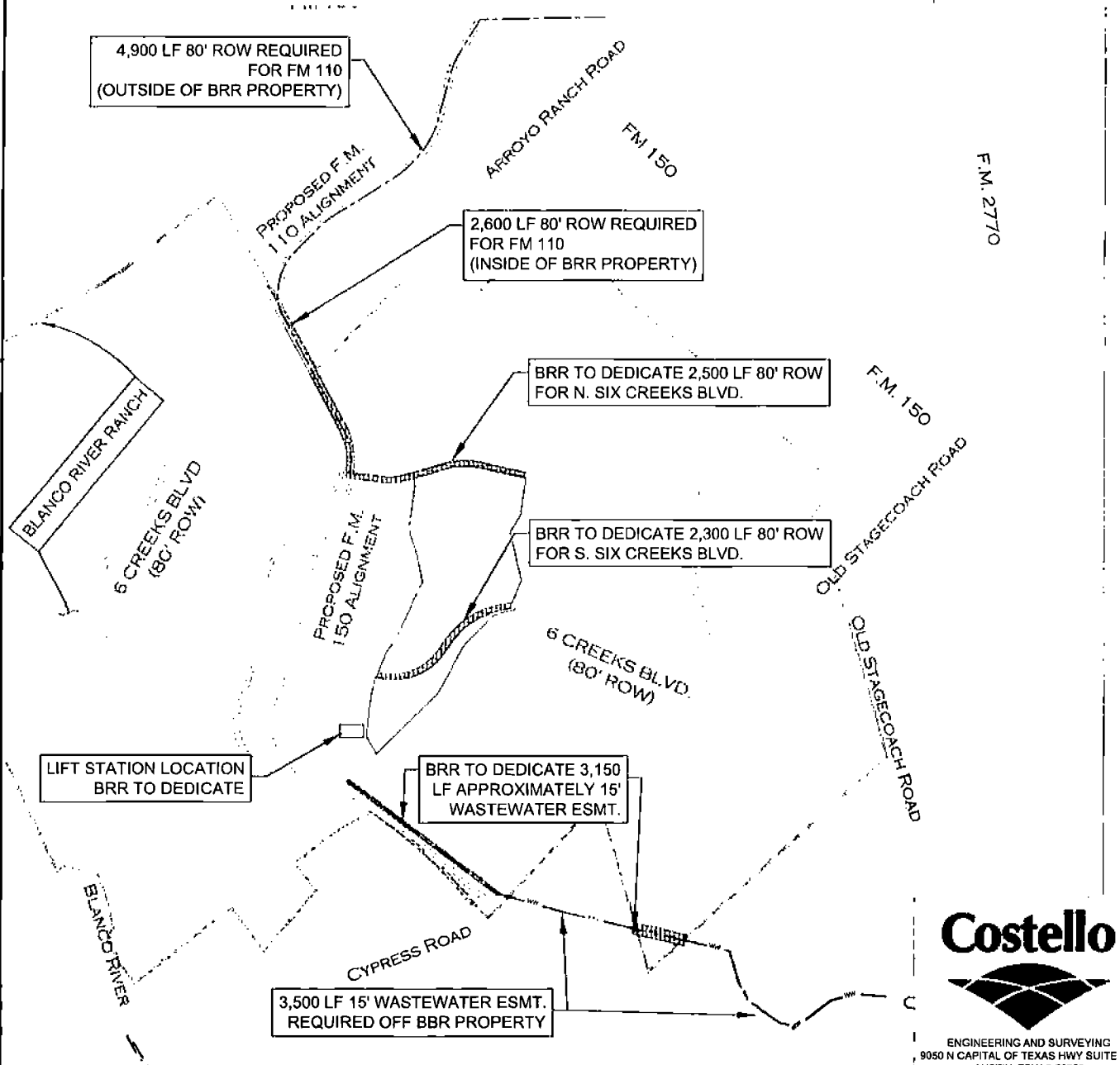
- (a) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Seller represents that neither the Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- (b) To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Seller represents that Seller nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Seller is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (c) The Seller hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (d) The Seller hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or

platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXHIBIT M EASEMENTS FROM SELLER AND THIRD PARTIES



LEGEND	
	BLANCO RIVER RANCH BOUNDARY
	PROPOSED ROAD ALIGNMENT
	FUTURE ROW
	SITE
	EASEMENT



ENGINEERING AND SURVEYING
 9050 N CAPITAL OF TEXAS HWY SUITE 390
 AUSTIN, TEXAS 78759
 (612)646-3458

TBPE FIRM REG. NO. 280
 TBPLS FIRM REG. NO. 100486

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Please Return Recorded Document to:

Coats Rose
Terrace 2
2700 Via Fortuna, Suite 350
Austin, Texas 78746

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22021442 AGREEMENT
04/29/2022 03:04:40 PM Total Fees: \$338.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas

