WESTPOINTE AND WESTLAKES
DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation within Bexar County, Texas (hereinafter, referred to as "City"), **SPH Culebra, Ltd.**, a Texas limited partnership, **Vise Oaks I, Ltd.**, a Texas limited partnership, **Campbelton Road, Ltd.**, a Texas limited partnership, **Becker Ranch, Ltd.**, a Texas limited partnership, **Vise SPH, Ltd.**, a Texas limited partnership, and **Peoples Verdes Ranch Holdings Co., Ltd.**, a Texas limited partnership (collectively, hereinafter, referred to as "Owners"). The City and Owners, collectively, hereinafter, referred to as "Parties" or in the singular as "Party."

RECITALS

Whereas, the Owners submitted a petition to Bexar County, Texas ("County"), on December 15, 2017, and an application to the County, on January 17, 2018, to create a public improvement district to be named the Westpointe Special Improvement District ("District") pursuant to Chapter 382 of the Texas Local Government Code, as amended (the "Code"); and

Whereas, the District, and the District Property (as defined herein), is approximately 2,382.9 acres, which specifically consists of two (2) proposed tracts: the "Westpointe East" tract and the "Westpointe West" tract (collectively, the "Westpointe Properties") as well as certain existing portions of Talley Road used to connect the Westpointe Properties, all as more particularly described in **Exhibit "A"** and **Exhibit "B"** attached hereto and incorporated herein for all purposes; and

Whereas, concurrently with the City's consent to the County's creation of the District, the Owners will agree to impose certain land use and development controls related to land uses, density restrictions, and lighting and sound attenuation overlays on the "Westlakes Properties" (as defined herein) to increase compatibility with the neighboring Lackland Annex; and

Whereas, the Parties desire to enter into this Agreement pursuant to Subchapter G of Chapter 212 of the Texas Local Government Code, § 212.172, et. sec. to reflect that in consideration of Owners' agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City will agree to consent to (1) the establishment of the District within the City's extraterritorial jurisdiction ("ETJ") and the inclusion of the District Property therein; and (2) to the County's delegation to the District of (i) powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, save and except the powers to exercise eminent domain, annexation and exclusion of property from the District; and (ii) the power to provide water, wastewater, or drainage facilities in

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accordance with Section 382.101 of the Code, except that the City does not consent to the retail provision of water, wastewater and drainage services or to a Certificate of Convenience and Necessity for either water or wastewater services to customers within the District.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties now wish to enter into this Agreement and agree as follows:

I. DEFINITIONS

1.1 "Agreement" shall mean this document executed by the Parties, which may be amended from time to time, pursuant to the provisions contained herein.

1.2 "Annexation Area" shall mean the area of the Westpointe Properties (or any portion thereof) and/or the Westlakes Properties (or any portion thereof) that the City determines in its sole discretion to annex in accordance with this Agreement.

1.3 "City" and "County" shall have the meanings specified above.

1.4 "Code" shall mean the Texas Local Government Code, as amended.

1.5 "District" shall mean the Westpointe Special Improvement District, which is a public improvement district, created pursuant to Chapter 382 of the Code and consisting of the District Property, the boundaries being more particularly described in **Exhibit "A"** and **Exhibit "B,"** attached hereto and incorporated herein for all purposes.

1.6 District Property shall refer to that certain approximate 2,382.9 acres of property, which consists of two (2) proposed tracts as follows: (1) the "Westpointe East" tract; and (2) the "Westpointe West" tract (collectively, the Westpointe Properties) as well as certain existing portions of Talley Road used to connect the Westpointe Properties. The District Property is more particularly described by the metes and bounds attached hereto as **Exhibit "A"** and illustrated in **Exhibit "B,"** which are incorporated herein for all purposes.

1.7 "Effective Date" shall mean the effective date of the County's order creating the District.

1.8 "Master Development Plan" ("MDP") shall mean the proposed plan(s) of development for any portion of the Westpointe Properties and/or any portion of the Westlakes Properties as approved by the City in accordance with the Unified Development Code.

1.9 "Project" shall have the meaning specified in Section 3.1 of this Agreement.

1.10 "Owners" shall have the meaning specified above and include any successors and assigns.

1.11 "Onsite" shall mean those certain public improvements and infrastructure within both the boundaries of the District and the boundaries of the Master Development Plan(s) (and any subsequent MDP amendments thereto in accordance with Section 3.2) for the Westpointe Properties, which may be designed and/or constructed (or cause to be designed and/or constructed) in conjunction with the development of the property adjacent to such public improvements and infrastructure, as further described in Section 3.3(A).

1.12 "Offsite" shall mean any improvements and infrastructure not considered Onsite.

1.13 "Unified Development Code" ("UDC") shall mean Chapter 35 of the City's Code of Ordinances.

1.14 Westpointe Properties shall refer to two (2) tracts, which include: the "Westpointe East" tract and the "Westpointe West" tract. The Westpointe Properties are more particularly described by the metes and bounds attached hereto as **Exhibit "A"** and illustrated in **Exhibit "B,"** which are incorporated herein for all purposes, but does not include the certain existing portions of Talley Road used to connect the Westpointe Properties.

1.15 Westlakes Properties shall mean a total of approximately 359.282 acres, consisting of the "Westlakes East of Loop 1604 – Northeastern Tract," the "Westlakes East of Loop 1604 – Southeastern Tract," and the "Westlakes West of Loop 1604 Tract," being more particularly described by **Exhibit "C"** and **Exhibit "D"** attached hereto and incorporated herein for all purposes. The Westlakes Properties are not included within the District (nor the District Property) and will not be developed for the Project.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

II. REPRESENTATIONS

2.1 The recitals set forth hereinabove are included here as if set out in full and are part of the conditions of this Agreement and binding on Parties.

2.2 Owners represent to City that collectively they are the owners of the Westpointe Properties and/or the Westlakes Properties and have the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

2.3 Owners acknowledge that any improvements or contributions made to the District Property in anticipation of payment or reimbursement from the District shall not be, nor construed to be, financial obligations of the City and the City is not involved in the creation of the District or is in any other way required or obligated to perform any actions, contribute any funds or resources or otherwise participate in the establishment of the District, except as provided in this Agreement.

2.4 Owners acknowledge that the City's consent described in Section 5.1 below is for the boundaries of the District and the District Property, as described in **Exhibit "A"** attached hereto as well as to the Project, as described herein.

III. THE PROJECT

3.1 Project. The Project consists of certain proposed Onsite public infrastructure on the Westpointe Properties, as further described in Section 3.3(A).

3.2 The MDP(s) for the Westpointe Properties (or any portion thereof) may be amended from time to time through the process outlined in the City's Unified Development Code ("UDC") as it exists as of the Effective Date.

3.3 Proposed Public Infrastructure.

A. The Owners/developer may construct, or cause the construction of, certain Onsite public improvements and infrastructure on the Westpointe Properties, in conjunction with the development of the property adjacent to such public improvements and infrastructure as follows:

i. On Westpointe East:

- Alamo Parkway within the Westpointe East property, as generally illustrated on **Exhibit "B."**
- Collector and arterial roads, as generally illustrated within the MDP attached hereto as **Exhibit "E"** and incorporated herein for all purposes (and any subsequent MDP amendments thereto in accordance with Section 3.2).

ii. On Westpointe West:

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- Galm Road, a four-lane secondary arterial within the Westpointe West property, as generally illustrated on **Exhibit "B."**

- Alamo Ranch Parkway, a four-lane primary arterial within the Westpointe West property, as generally illustrated on **Exhibit "B."**

- Collector and arterial roads, as generally illustrated within the MDP attached hereto as **Exhibit "E"** (and any subsequent MDP amendments thereto in accordance with Section 3.2).

B. The Owners/developer may participate in the construction of, or cause the construction of, certain Offsite improvements and infrastructure as follows:

i. Alamo Ranch Parkway offsite from Alamo Ranch Parkway to Westpointe West, as generally illustrated on **Exhibit "B."**

ii. Medio Creek Offsite Sanitary Sewer Main (oversized per SAWS Capital Improvement Plan), as generally illustrated on **Exhibit "B."**

iii. Alamo Parkway offsite (and bridge crossing Medio Creek) from the Westpointe East southern boundary to Military Drive, as generally illustrated on **Exhibit "B."**

IV. DEVELOPMENT STANDARDS

4.1 Westpointe Properties. The Owners agree to impose certain development standards on the Westpointe Properties as follows:

A. Major Thoroughfares: As per the City's UDC, and subject to the provisions herein, the Owners/developer may design/construct (or cause to be designed/constructed) the Onsite major thoroughfares - Galm Road, Alamo Parkway, and Alamo Ranch Parkway – in their general location as shown on the City's Major Thoroughfare Plan ("MTP") and that are within the limits of the District and the MDP(s) (and any subsequent MDP amendments thereto in accordance with Section 3.2 and/or any subsequent MTP amendments). Such major thoroughfares are to be constructed in conjunction with the development of the property adjacent to such thoroughfares.

Also, subject to alignment changes, the Owners/developer may design/construct, or cause the design/construction of, the Onsite collector and arterial roadways in their general location and configuration as shown on the existing MDP(s). The Owners/developer reserve the right to re-configure, or cause the reconfiguration of, the Onsite collector and arterial roadway alignments as required to develop the Westpointe Properties, which will be administered through a MDP amendment(s) in accordance with Section 3.2 and/or through the City's process for amending the MTP, as applicable.

B. Pedestrian Facilities: All Onsite collector streets and arterial streets are to be designed/constructed with pedestrian facilities (e.g. bike lanes, multi-use paths, large-width sidewalks) in accordance with the requirements of the UDC as they exist as of the Effective Date.

C. Public Transportation Lanes: The Owners/developer propose to design, or cause the design of, the Onsite major thoroughfares with sufficient right-of-way as follows: (1) Alamo Parkway: 120' right-of-way; (2) Alamo Ranch Parkway: 200'-250' right-of-way; and, (3) Galm Road with an additional 15' of right-of-way (for a total of at least 101' of right-of-way on Galm Road).

D. Connectivity: Onsite single-family subdivisions, with more than 125 lots and with a density of 4.5 units or more per acre, to be developed with a connectivity ratio of at least 1:3.

E. Affordable Single-Family Housing Goal: The developer will strive to provide at least 10% of the total single-family homes constructed within the District boundaries for sale at a price that is affordable for those whose income is within 80%-120% of the Average Median Income (AMI) for a household size of 4. While this is a stated goal, such goal shall not constitute grounds for "Default" (as defined herein) of this Agreement.

F. Permitting: Subject to Section 5.10, the Project, and the development of the Westpointe Properties, are not subject to the City's building permits, building inspections, and building fees.

4.2 Westlakes Properties. In consideration of the City's consent described in Section 5.1 below, the Owners also agree to impose the following land use and development controls on

the Westlakes Properties (see generally, **Exhibit "D"**):

A. Westlakes East of Loop 1604

i. Northeastern Tract

- Development within the Northeastern Tract may include commercial uses and/or industrial uses.
- Apply the City's "MLOD-2" Military Lighting Overlay District, as it exists as of the Effective Date.
- Apply the City's "MSAO-2" Military Sound Attenuation Overlay District, as it exists as of the Effective Date.

ii. Southeastern Tract (the tract that shares a property line with the Lackland Annex)

- Development within the front 1,000 ft. of Loop 1604 may consist of commercial uses and/or industrial uses. Any development within the front 1,000 ft. of Loop 1604 is to comply with MLOD-2 and MSAO-2, as they exist as of the Effective Date.
- Prohibit any development outside of the front 1,000 ft. of Loop 1604, except that the Owners/developer may develop and construct up to two (2) single-family residential structures/lots which may include farm/ranch uses with associated structures for such uses; and up to two (2)manufactured homes, provided that such development of the two (2) single-family residential structures/lots and the two (2) manufactured homes will not be located closer than 1,000 feet from the eastern property line. The Owners will seek Joint Base San Antonio ("JBSA") funds for such restriction.
- The development of up to two (2) single-family residential structures/lots which may include farm/ranch uses with associated structures for such uses, referenced immediately above, is to comply with MLOD-2 and MSAO-2, as they exist as of the Effective Date.
- The development of up to two (2) manufactured homes, referenced immediately above, is to comply with MLOD-2 as it exists as of the Effective Date, but is exempt from the MSAO-2.

B. Westlakes West of Loop 1604

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- The property, as illustrated in **Exhibit "A,"** will be limited to no more than 300 units of multi-family units, attached dwelling units, and/or detached dwelling units (including, but not limited to, apartments, townhouses, duplexes, triplexes, and other similar development).
- Apply the City's "MLOD-2" Military Lighting Overlay District, as it exists as of the Effective Date, to the development of the 300 units of multi-family units, attached dwelling units, and/or detached dwelling units (including, but not limited to, apartments, townhouses, duplexes, triplexes, and other similar development).

C. Master Development Plan

- No later than three (3) months from an election effectively ratifying the District's creation and authority, an application for an amendment(s) to the MDP(s) for the Westlakes Properties (or any portion thereof) shall be submitted to effectuate all land use and development controls described herein for the Westlakes Properties in accordance with the MDP amendment process outlined in the City's UDC as it exists as of the Effective Date; the Director of the Development Services Department will review and approve such MDP amendment(s) in consultation with the City's Director of the Department of Planning.

4.3 Notice to Purchasers. In each deed from any one of the Owners to a purchaser of any portion of the Westlakes Properties from such Owner(s), notification will be provided regarding the distance from a Military Installation.

V. CONSIDERATION

5.1 In exchange for Owners' agreement to be bound by the terms of this Agreement, City consents to (1) the establishment of the District within the City's ETJ and the inclusion of the District Property therein; and (2) to the County's delegation to the District of (i) powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, save and except the powers to exercise eminent domain, and to annex or exclude property from the District; and (ii) the power to provide water, wastewater, or drainage facilities in accordance with Section

382.101 of the Code, save and except the power to provide retail water, wastewater and drainage services or to obtain a Certificate of Convenience and Necessity for either water or wastewater services to customers within the District.

5.2 Non-annexation of Westpointe Properties. The Parties agree that in exchange for Owners' agreement to continually comply with the terms of this Agreement for the term of the Agreement, City will continue the ETJ status of the Westpointe Properties and defer annexation of the Westpointe Properties and the District Property (including any land use regulations, except as provided herein) for the term of this Agreement.

5.3 Non-annexation of Westlakes Properties. The Parties agree that in exchange for Owners' agreement to continually comply with the terms of this Agreement for the term of the Agreement, City will continue the ETJ status of the Westlakes Properties and defer annexation of the Westlakes Properties and any land use regulations on the Westlakes Properties by the City, except as provided herein, for the term of this Agreement.

5.4 Voluntary petition for annexation for Westpointe Properties. The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the Westpointe Properties for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Texas Local Government Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 5.2 above, the City may exercise its right to annex the Westpointe Properties (or any portion thereof) in its sole discretion upon default of this Agreement by the Owners, subject to the provisions of Sections 6.3 and 6.4 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the Westpointe Properties (or any portion thereof) at any time.

5.5 Voluntary petition for annexation for Westlakes Properties. The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the Westlakes Properties for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Texas Local Government Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 5.3 above, the City may exercise its right to annex the Westlakes Properties (or any portion thereof) in its sole discretion upon default of this Agreement by the Owners, subject to the provisions of Sections 6.3 and 6.4 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the Westlakes Properties (or any portion thereof) at any time.

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5.6 Owners agree that the voluntary petitions in Section 5.4 and Section 5.5 above may not be revoked and are intended to be and shall be binding upon the Owners, his successors and assigns in ownership of any right, title or interest in and to the Westpointe Properties (or any part thereof) and/or the Westlakes Properties (or any part thereof), as provided in such Section 5.4 and Section 5.5.

5.7 Waiver. To the extent authorized by state and local laws, the Parties agree that the City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Texas Local Government Code that are required when annexing property under that subchapter. Owners agree that they shall not oppose any action taken by the City to annex the Westpointe Properties and/or the Westlakes Properties under this Agreement or under Subchapter C-3 of Chapter 43 of the Code, provided that such annexation(s) are made in accordance with the provisions of Sections 5.2, 5.3, 5.4, and 5.5 of this Agreement.

5.8 All covenants, agreements and terms contained herein obligating Owners shall, from and after the Effective Date, run with the land (the Westpointe Properties and/or Westlakes Properties) and shall hereafter bind his successors and assigns and all future owners of properties located within the Westpointe Properties and/or the Westlakes Properties contained therein, including all parts of the Annexation Area.

5.9 The following language shall, from and after the Effective Date, be included in each deed or lease of any real property located within the Westpointe Properties and Westlakes Properties, or by separate document that is recorded, which is executed after the Effective Date of this Agreement:

"This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, located in the Development Agreement, executed on _____ ___, 2018, and recorded under Bexar County Document No. [_____], which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

Further, this (conveyance or lease, as applicable) is made and accepted subject to the development rules and regulations as described in the Development Agreement. Acceptance of this conveyance or lease, as applicable, shall evidence consent and agreement to such developmental standards rules and regulations which may be relied upon by the City as a beneficiary of your consent and agreement."

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5.10 Except as otherwise provided herein, Owners agree that Owners will comply with all municipal rules, regulations, orders, ordinances and other local laws applicable to all properties within the City's ETJ, during all phases of development and construction of the Westpointe Properties and the Westlakes Properties during the term of this Agreement.

5.11 As applicable, and subject to Section 5.12 below, Owners shall comply with the requirements of Section 382.109 of the Code regarding road projects on the Westpointe Properties, as described by Section 382.109 of the Code to the extent such requirements apply to properties located in the City's ETJ.

5.12 Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that, in accordance with Section 212.172(g), this Agreement constitutes a permit under Chapter 245 of the Code.

5.13 The Parties agree and acknowledge that Section 382.201 of the Code, as it exists on the Effective Date of this Agreement, shall apply to this Agreement.

5.14 Agreement Regarding Services:

In the event the City annexes the Annexation Area pursuant to this Agreement, the Parties agree to the specific provisions under this section which shall constitute an "Agreement Regarding Services" pursuant to section 43.0672 of the Texas Local Government Code. The Parties agree that this Agreement Regarding Services shall run with the land and shall govern all municipal services to be provided to the Annexation Area and that the City shall be under no further obligation to negotiate services with any subsequent owners of any property located or developed within the Annexation Area, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the city limits within no more than 3 years from the date of annexation. The Agreement Regarding Services shall survive termination of this Agreement only to the extent the City annexes the Annexation Area pursuant to this Agreement.

In general, the Agreement Regarding Services includes three service components: ***(1) Annexation Service Requirements, (2) Additional Services and (3) a Capital Improvement Program.*** Providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public and private non-profit service organizations to provide such services by contract in whole or in part. It may also include separate agreements with associations or similar entities. Services are provided and fees are assessed in accordance with the City's Code of Ordinances, as may be amended. Notwithstanding any provision herein to the contrary, municipal services will be provided pursuant to the requirement of the Texas Local Government Code Chapter 43.056(g).

1. Annexation Service Requirements − The following services will be provided in the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted.

A. Police Protection – The San Antonio Police Department (SAPD) will provide protection and law enforcement services in the Annexation Area commencing on the effective date of annexation pursuant to the requirement of the Texas Local Government Code Chapter 43.056(g).

These services include:

- Routine patrols and responses;
- Handling of complaints and incident reports;
- Special units, such as traffic enforcement, criminal investigations, covert operations, K-9 Unit, Family Assistance Crisis Teams, Bomb Squad, and Special Weapons and Tactics Team (SWAT); and
- Any other services or programs provided to the citizens of San Antonio at the time of annexation.

The Annexation Area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed 24 hours a day, seven days a week, and to maintain an average response time pursuant to the requirement of the Texas Local Government Code Chapter 43.056(g). SAPD San Antonio Fear Free Environment Unit (SAFFE) officers will be available to meet as requested to discuss police issues.

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Police Substations are responsible for a Patrol "Service Area," under the command of a Captain. These Service Areas are divided into Patrol Sections. The Patrol Sections, with supervisory responsibilities assigned to Sergeants, are divided into "Patrol Districts." The "Patrol Districts" are geographically defined areas established for several reasons, including but not limited to:

- Serving as a manpower distribution tool based on call volume, population, area size, and geographic variables;
- Providing a means of establishing primary responsibility to individual officers, during their tour of duty, for various activities within a specific geographic area; and
- Providing an efficient and effective means of assigning, identifying, and locating officers, within a generalized area, using currently available technology.

The Annexation Area will be served by the substation assigned to that geographic area. There is no specific number of officers that can be assigned to a patrol district. Patrol districts are staffed with at least one officer, 24 hours a day, seven days a week. Many times multiple officers are assigned to single districts.

Police services are initiated by on-sight officer activity, citizen requests, and any other means available. The most common means by which officers receive their assignments is through direct supervisory command and radio/computer transmissions by police dispatchers.

B. Fire Protection and Emergency Medical Service (EMS) − The San Antonio Fire Department (SAFD) will provide fire protection services and EMS service as provided by requirements of the Texas Local Government Code Chapter 43.056(g). Service will be provided through the use of fire engines, ladder trucks, full-time and peak period EMS ambulances, Medical Officers and Chief Officers. SAFD will be providing fire protection and EMS from the station assigned to that geographic area.

C. Solid Waste Collection Services − Solid Waste Collection services are provided and fees are assessed in accordance with Chapter 14 of the City' Code of Ordinances, as may be amended. Fees for services are assessed monthly on CPS Energy Utility bills. If private collection services are used, the City solid waste fees will not be assessed. Additionally, such services will be provided in accordance with Section 43.0661 of the Texas Local Government Code.

Commercial Solid Waste Services – The City's Commercial collection for garbage are available on a case by case basis for qualifying businesses in a manner similar to residential services. Bulky item, brush and bagged leaf collections are not provided to businesses. If the City-provided commercial service is not desired, businesses may utilize private service providers.

D. Operation and Maintenance of Water and Wastewater Facilities − San Antonio Water System (SAWS) will maintain and operate the public water and wastewater facilities that are within its certified service area. Routine standard maintenance of the facilities is performed on a scheduled basis. Emergency maintenance and repairs receive immediate attention, and are available 24 hours a day, 7 days a week. The facilities will be maintained and operated in accordance with standard SAWS policies and procedures, and under the provisions of the SAWS Utility Service Regulations

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for the extension of facilities.

SAWS Monthly Rates – The SAWS rate structure is designed to provide balance between residential and business rates and to encourage conservation with rates that increase at higher levels of consumption. SAWS customers, after annexation, will pay the lower Inside City Limit rate as opposed to the Outside City Limit rate.

SAWS Water Conservation Programs and Rebates – SAWS water conservation education programs and rebates are available to SAWS customers. Currently commercial customers account for 6.0% of the customer base and 35.1% of SAWS' annual water sales, there is great potential for water savings through commercial conservation programs. Commercial customers also have access to water conservation education and incentives. There are programs to make irrigation systems more efficient and customer rebates for big projects that address operational efficiencies. Detailed information on these and other programs can be found on the SAWS website at www.saws.org.

Water service and wastewater service will be provided to the Annexation Area. Notwithstanding any provision herein to the contrary, this Agreement will not terminate, reduce, or otherwise affect any approved Equivalent Dwelling Units ("EDUs") allocated to the Annexation Area or any Utility Service Agreement ("USA") applicable to the Annexation Area.

E. Operation and Maintenance of Roads and Streets, including Street Lighting − The Transportation and Capital Improvements Department (TCI) is responsible for the maintenance and repair of streets, bridges, alleys and related infrastructure within the City's jurisdiction. Curbs, sidewalks, driveway approaches, curb ramps, and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act (ADA) standards. Service requests or community concerns for TCI's response, such as pothole and base and pavement repairs are initiated through the City's 311 call center or online services. These services include:

- Emergency Pavement Repair
- Street Base and Pavement Repair
- Preventative Street Maintenance
- Guard Post and Guard Rail Maintenance
- De-icing and Snow Removal Services
- Neighborhood Access and Mobility Program (NAMP)
- Emergency Street Closure Services
- Street Re-striping and Marking Services

Infrastructure Management Program (IMP) is a five-year rolling program which focuses on the maintenance of the City infrastructure. Service needs are identified city-wide and are scheduled for street maintenance, alley maintenance, drainage maintenance, sidewalks, traffic signals, pavement marking and Advance Transportation District (ATD) projects. The IMP provides the City a structured program schedule, potential for additional multiple year contract awards and improved utility coordination. During the budget process for each fiscal year of the City, the IMP is presented to City Council for approval. Amendments may occur throughout the year due to coordination with utilities or unforeseen conditions, such as inclement weather. The goal of the IMP is to provide the

best possible maintenance for the City.

Transportation Systems Management & Operations – If necessary TCI will provide regulatory signage services. Traffic signal, stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. "Call back" service is provided 24 hours a day, 365 days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City's 311 Call Center.

Storm Water Utility – The Storm Water Utility is housed within the TCI Department. The Storm Water Utility is responsible for drainage services as well as the installation, operation, and maintenance of drainage infrastructure throughout San Antonio.

The Storm Water Utility Fee is intended to cover capital and maintenance expenses associated with drainage projects and fund operational services related to the Municipal Separate Storm Sewer System (MS4) Permit as required by Federal regulations. More information about the storm water rate plan is available at http://www.sanantonio.gov/TCI/Projects/Storm-Water-Fee
The storm water utility fee is billed by SAWS on behalf of the City. Services are currently provided by the SAWS, in accordance with the SAWS's approved business plan and as limited by applicable codes, laws, ordinances and special agreements. Storm Water fees will be assessed for the subject property.

Street lighting – The planning of public street lights is coordinated by the City's Development Services Department (DSD). CPS Energy will maintain public street lighting in accordance with Sec. 43.056(b) (6) of the Texas Local Government Code and the City's policies. The City assumes the cost of electricity for public street lights.

F. Operation and Maintenance of Parks, Playgrounds and Swimming Pools − Maintenance responsibilities for municipally owned parks, playgrounds, and swimming pools are the responsibility of the City. Any proposed or existing privately-owned parks, playgrounds, swimming pools, recreational facilities and common spaces in the Annexation Area are the responsibility of the property owner(s).

G. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service − Should the City acquire any other facilities, buildings, or services necessary for municipal services for the Annexation Area, an appropriate City department will provide maintenance services for them.

2. Additional Services − Certain services, in addition to the above services, will be provided within the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted. They are as follows:

A. Code Compliance − The Code Compliance Division of DSD enforces the City codes and regulations to protect the health, safety and general welfare of the community. Current enforcement

is provided to the following and is not limited to:

• Vacant dangerous premises and structures,
• Junked vehicles,
• Weeded vacant lots,
• Zoning (Unified Development Code ("UDC"),
• Property maintenance,
• Minimum housing, including unsanitary premises,
• Front yard parking,
• Alley and right-of-way violations,
• Monthly inspections of salvage/junk yards,
• Monitoring and enforcing materials received at salvage/junk yards, and
• Enforcement of garage sale permits
• The Code and ordinances enforced by DSD are subject to changes by the City Council

B. Building and Other Permits − Incomplete construction must obtain building permits from DSD in accordance with the City codes. Incomplete construction implies that final inspections have not been conducted and approved. For new commercial construction, incomplete construction indicates approved final inspections for building, mechanical, plumbing, electric, fire, traffic, drainage, sidewalks, irrigation inspections have not been obtained. Other field inspections may be applicable for new commercial construction depending on the specific use and/or location of the project. Any required permits, including, but not limited to, building, trade, and sign permits may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, TX. In addition, as part of the permitting process, applicant will be required to adhere to the City's Tree and Landscape requirements. A one-stop development service counter has been created to assist the public with any development questions that relate to building, planning and TCI issues.

C. Certificate of Occupancy − New and existing businesses must obtain a Certificate of Occupancy and related inspections required by the City code from DSD and San Antonio Metropolitan Health District. In accordance with the adopted Building Code, no person may occupy a building or a space without first obtaining a Certificate of Occupancy. Certificates of Occupancy may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, TX.

D. Library Services – The nearest library services to the Annexation Area can be identified through the web address www.mysapl.org/digital.

The San Antonio Public Library locations provide the following services:

• Library materials for adults, young adults and children including books, periodicals, compact disks, DVD, videos, audio books, and electronic books;
• Programming for adults, young adults and children such as regularly scheduled story time;
• Book discussion groups and other topics of interest to the community; and

• Access to the website, databases and other computer programs, is available seven days a week through the web address www.mysapl.org/digital.

Professional staff is available to assist library customers with reference and reader's advisory questions and public meeting room space are available. More information is available at the San Antonio Public Library Website: www.mysapl.org.

E. Health Department Services − The San Antonio Metropolitan Health District (SAMHD) currently provides certain public health services, including dental screening and treatment, communicable disease control, emergency preparedness and response, and health education to persons residing in the Annexation Area through an inter-local agreement with Bexar County-University Health Systems. Upon full purpose annexation the following additional services will become available:

• Investigation of public health related complaints including food borne illness, recreational water quality, and public swimming pools and spas, and investigation of toxic exposures;
• Permitting and routine sanitation inspections of food establishments, schools, day cares, swimming pools and mobile living parks;
• Enforcement of the City's smoking ordinance in public places;
• Investigation of reported elevated Blood Lead Levels (BLL) in children;
• Access to community health clinics; and
• Medical Assistance Program benefits

SAMHD will provide additional services for oversight of day care centers, semi-public swimming pools, air quality permits and livestock issues.

F. Animal Care Services − The Annexation Area will receive the same level of service as within the City Limits of the City. These services include, but may not be limited to, animal enforcement and control, educational and public outreach, low cost animal related resources such as microchips and spay/neuter services, and community cat program services.

G. Other Services − The City Departments with jurisdiction in the Annexation Area will provide services according to City policy and procedures.

3. Capital Improvements Program − The City will initiate the construction of capital improvements as may be necessary for providing municipal services. The timing for the construction of capital projects that may be necessary for the delivery of municipal services will be done in accordance with the requirements of Subchapter C of Chapter 43, Local Government Code. Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

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A. Police Protection – No capital improvements are necessary at this time to provide police services.

B. Fire Protection – No capital improvements are necessary at this time to provide fire services.

C. Emergency Medical Service – No capital improvements are necessary at this time to provide EMS services.

D. Solid Waste Collection – No capital improvements are necessary at this time to provide solid waste collection services.

E. Roads and Streets – No newly constructed road or street related capital improvements are necessary at this time to provide services. The City will assume maintenance responsibilities for all public streets.

F. Parks, Playgrounds and Swimming Pools – No capital improvements are necessary at this time to provide parks and recreation services.

G. Library Services – No capital improvements are necessary at this time.

H. Capital Improvements Planning – The Annexation Area will be included with other territory within the municipality in connection with planning for new or expanded facilities and/or services. All other capital improvements will be considered through the 6-Year Capital Budget that represents the City's long-range physical infrastructure development and improve plan. Major funding sources are General Obligation Bonds, Certificates of Obligation, Storm Water Revenue Bonds, and Community Development Block Grants as applicable. Capital projects are placed in inventory by the City Council representative through input from community and neighborhood associations, other public processes, and comprehensive planning processes.

I. This Article in no way prohibits the City from amending any or modifying any of the above programs or services in accordance with the police, legislative and regulatory power of the City. Any such changes in services that apply to all properties for which the above services are provided shall apply to all property annexed pursuant to this Agreement.

VI. DEFAULT

6.1 Subject to Sections 6.3 and 6.4 below, Owners shall be declared in "Default" of this Agreement if Owners violate or causes a violation of any applicable rules, regulations, orders, ordinances or other laws, as described herein, during the term of this Agreement.

6.2 Subject to Sections 6.3 and 6.4 below, a Party shall be declared in "Default" if a material breach occurs of any covenant, obligation, or provisions of this Agreement.

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6.3 Notwithstanding any provision herein to the contrary, no Party shall be declared in Default, under this Agreement, until written notice of an alleged default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the alleged default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the alleged default (the "Cure Period"). Additionally, no Party shall be declared in Default, under this Agreement, if, within the Cure Period, the defaulting Party has commenced in a commercially reasonable manner to remove or cure such alleged default and shall proceed with reasonable due diligence to completely remove or cure such alleged default, provided that, in the event the alleged default cannot reasonably be removed or cured within the Cure Period, the defaulting Party shall provide the non-defaulting Party a commercially reasonable written timeline for removing or curing such alleged default and the Parties shall thereafter enter into a written agreement extending the Cure Period to a timeframe consistent with such timeline; such written agreement shall be subject to the administrative approval of the City Manager's designee and shall not be unreasonably withheld, conditioned, or delayed by either Party. The Cure Period may be additionally extended by written agreement of the Parties, which agreement shall be subject to approval of the City Council.

6.4 The duties of a Party to observe or perform any of the provisions of this Agreement, on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay, or stoppage due to causes beyond the control of the applicable Party, including reason of strikes, civil riots, war, invasion, fire or other casualty, or Acts of God.

VII. REMEDIES

7.1 Upon the occurrence of Default by Owners, the defaulting party shall be subject to the enforcement provisions set forth in Chapter 35, Article IV – Procedures, Division 11. – Enforcement, Sec. 35-491, as amended, of the City's Code of Ordinances (Unified Development Code).

7.2 Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance. Notwithstanding any provision herein to the contrary, the following applies: (i) upon the occurrence of Default by Owners, regarding the terms provided herein for the Westpointe Properties, the City may proceed with voluntary annexation of only the Westpointe Properties (or any portion thereof); and (ii) upon the occurrence of Default by Property Owners, regarding the terms provided herein for the Westlakes Properties, the City may proceed with voluntary annexation of only the Westlakes Properties (or any portion thereof).

7.3 No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

7.4 The Parties hereto expressly agree that, in the event of litigation, each Party hereby waives its right to payment of attorneys' fees.

VIII. NON-WAIVER

8.1 No course of dealing on the part of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

IX. ASSIGNMENT

9.1 All covenants and agreements contained herein by the City shall bind its successors and assigns and shall inure to the benefit of Owners and their successors and assigns.

9.2 This Agreement (including the duties, rights and obligations set forth herein) may be assigned by Owners (or any one of the Owners) without the prior written consent of City to the following: (1) other entities controlling, controlled by, or under common control with Owners (or any one of the Owners); (2) subsequent owners of any portion of the Westpointe Properties and/or any portion of the Westlakes Properties through the purchase of such property; and (3) lenders. Any other assignments of this Agreement may not be assigned by Owners (or any one of the Owners) without the prior written consent of City, and subject to approval by the City Council, as evidenced by passage of an ordinance.

X. ENTIRE AGREEMENT

10.1 This written Agreement embodies the final and entire agreement between Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of Parties.

10.2 The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. Notwithstanding, the exhibits shall not constitute any binding commitment regarding, but not limited to, the final location of boundaries and improvements and infrastructure, such being of approximate location that may be amended from time to time by the Parties.

XI. AMENDMENTS AND TERMINATION

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11.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected only by amendment, in writing, executed by the Parties, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XII. SEVERABILITY

12.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or ordinances of the City, then and in that event it is the intent of Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XIII. INDEPENDENT CONTRACTORS

13.1 Owners covenants and agree that each is an independent contractor and is not an officer, agent servant or employee of the City; that Owners shall have exclusive control of and exclusive rights to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of each party's officers, agents, employees, contractors, subcontractors and consultants, except as where the City may enforce the provisions of the City's Code of Ordinances; that the doctrine of "respondeat superior" shall not apply as between the City and Owners, all officers, agents, employees, contractors, subcontractors and consultants of Owners, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the City and Owners. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance by Owners under this Agreement and that the Owners have no authority to bind the City.

XIV. LEGAL AUTHORITY

14.1 The person(s) executing this Agreement on behalf of the respective Parties, represent, warrant, assure and guarantee that they have full legal authority to (i) execute this Agreement on behalf of the respective Party, and (ii) to bind the respective Party to all of the terms, conditions, provisions, and obligations herein contained.

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XV. VENUE AND GOVERNING LAW

15.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

15.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas.

XVI. PARTIES' REPRESENTATIONS

16.1 This Agreement has been jointly negotiated between the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

XVII. NOTICE

17.1 All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed and may be given by (a) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in clauses (a), (c) or (d), in which case notice shall be deemed delivered on the date of transmittal of the email with PDF attachment, (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery, or (d) United States certified mail, return receipt requested, postage prepaid, addressed to the addressee, in which case notice shall be deemed delivered three business after deposit of such notice, postage prepaid, in a mailbox under the care, custody or control of the United States Postal Service. All notices, demands and other communications shall be given to the Parties at the addresses set forth below, or at any other addresses that they have theretofore specified by written notice delivered in accordance herewith:

City: City of San Antonio, Texas
Attn: Bridgett White or Director
Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

Owners: Mr. Hugo Gutierrez, Jr.
19230 Stone Oak Parkway, Suite 301

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San Antonio, Texas 78258

With copies to: Brown & Ortiz, P.C.
Attention: Daniel Ortiz
112 E. Pecan Street, Suite 1360
San Antonio, Texas 78205

17.2 Each Party may change its address by written notice in accordance with this Article.

XVIII. CAPTIONS

18.1 All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the Agreement between Parties hereto.

XIX. BINDING

19.1 This Agreement shall run with the land and shall be binding upon the Parties, their heirs, successors, and assigns.

XX. UNINTENDED OMISSION

20.1 If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision of this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

XXI. COUNTERPARTS

21.1 This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect

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the validity, enforceability, and binding effect of this Agreement.

XXII. RECORDATION

22.1 This Agreement shall be recorded in the Real Property Records of Bexar County, Texas.

XXIII. TERM

23.1 The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date. The term may be extended upon mutual consent and written agreement between the Parties and subject to approval by the City Council, as evidenced by passage of an ordinance. Notwithstanding any provision herein to the contrary, in the event the District is dissolved within one (1) year from the Effective Date, this Agreement automatically terminates upon the effective date of the District's dissolution, without any further action from the Parties and the Parties are relieved of any further rights and obligations under this Agreement.

Signatures on the Following Pages

DRAFT

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

CITY:

CITY OF SAN ANTONIO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST/SEAL:

By: _____

Name: _____

Title: City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

ACKNOWLEDGEMENT

State of Texas §
§
County of Bexar §

This instrument was acknowledged before me on this ____ day of _____, 2018 by _____, _____ of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Date: _____

_____
Notary Public, State of Texas

My Commission expires:_____

DRAFT

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNERS:

SPH CULEBRA, LTD., a Texas limited partnership

By: **SPH Culebra Management, L.C.**, a Texas limited liability company, as General Partner

By:_____

Name: Hugo A. Gutierrez, Jr.

Title: Director

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Hugo A. Gutierrez, Jr., Director of SPH Culebra Management, L.C., a Texas limited liability company, general partner of SPH Culebra, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of _____

Printed Name of Notary: _____

Commission Expires: _____

DRAFT

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNERS:

VISE OAKS I, LTD., a Texas limited partnership

By: **Vise Oaks, L.C.**, a Texas limited liability company, as General Partner

By:_____

Name: Hugo A. Gutierrez, Jr.

Title: Director

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Hugo A. Gutierrez, Jr., Director of Vise Oaks, L.C., a Texas limited liability company, general partner of Vise Oaks I, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of _____

Printed Name of Notary: _____

Commission Expires: _____

DRAFT

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNERS:

CAMPBELTON ROAD, LTD., a Texas limited partnership

By: **Becker Creek Estates, L.C.**, a Texas limited liability company, as General Partner

By:_____

Name: Hugo A. Gutierrez, Jr.

Title: Director

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Hugo A. Gutierrez, Jr., Director of Becker Creek Estates, L.C., a Texas limited liability company, general partner of Campbelton, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of _____

Printed Name of Notary: _____

Commission Expires: _____

DRAFT

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNERS:

BECKER RANCH, LTD., a Texas limited partnership

By: **Becker Creek Estates, L.C.**, a Texas limited liability company, as General Partner

By:_____

Name: Hugo A. Gutierrez, Jr.

Title: Director

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2017, by Hugo A. Gutierrez, Jr., Director of Becker Creek Estates, L.C., a Texas limited liability company, general partner of Becker Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of _____

Printed Name of Notary: _____

Commission Expires: _____

DRAFT

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNERS:

VISE SPH, LTD., a Texas limited partnership

By: **VISE SPH Management, L.C.**, a Texas limited liability company, as General Partner

By:_____

Name: Hugo A. Gutierrez, Jr.

Title: Director

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2018, by Hugo A. Gutierrez, Jr., Director of Vise SPH Managegment, L.C., a Texas limited liability company, general partner of Vise SPH, Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of _____

Printed Name of Notary: _____

Commission Expires: _____

DRAFT

IN WITNESS THEREOF, Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNERS:

PEOPLES VERDES RANCH HOLDINGS CO., LTD., a Texas limited partnership

By: **VERDES-MINES, L.C.**, a Texas limited liability company, as General Partner

By:_____

Name: Hugo A. Gutierrez, Jr.

Title: Director

Date: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2018, by Hugo A. Gutierrez, Jr., Director of Verdes-Mines, L.C., a Texas limited liability company, general partner of Peoples Verdes Ranch Holdings Co., Ltd., a Texas limited partnership, on behalf of said limited partnership.

_____

Notary Public, State of _____

Printed Name of Notary: _____

Commission Expires: _____

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EXHIBIT A

FIELD NOTES FOR THE WESTPOINTE PROPERTIES

DRAFT

EXHIBIT B

BOUNDARY MAP OF THE DISTRICT

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EXHIBIT C

FIELD NOTES FOR THE WESTLAKES PROPERTIES

DRAFT

EXHIBIT D

BOUNDARY MAP OF THE WESTLAKES PROPERTIES

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EXHIBIT E

MDP FOR THE WESTPOINTE PROPERTIES

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