

1. Ownership of the Property. The Owner hereby represents and warrants that, as of the Effective Date, it has not conveyed, assigned, or transferred all or any portion of its interest in the Property to any other person or entity (any such person or entity referred to herein as “Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Construction of Improvements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by Section 21.14.1.K of the City’s Unified Development Code to dedicate a minimum of one-half of the right-of-way and construct, or cause to be constructed, one-half, or a minimum section, of street improvements more particularly shown on THE PARKLANDS II SUBDIVISION BIG JOHN LANE IMPROVEMENT SCHEMATIC dated February 3, 2021, (**Exhibit “D”**), and subsequent detailed construction plans approved by the City and any revisions approved by the City, for one-half of the residential collector thoroughfare adjacent to the southern boundary of the Subdivision (such improvements shall be referred to herein as the “Improvements”).
- b) The Improvements shall be built and completed in accordance with the City design standards prior to plat recordation of Unit 4 of the Subdivision, or within four years after the execution of this Agreement unless the four-year time limitation is extended due to conditions such as delays in development of the Parklands II Subdivision, or other proximate land development, whichever comes earlier.
- c) The cost of the Improvements is estimated to be **five hundred sixty-six thousand three hundred seventy-seven and 66/100 Dollars (\$566,377.66)** (the “Cost Estimate”), as more particularly shown on **Exhibit “B”** attached hereto and made a part hereof for all purposes. The Owner and the City agree that the amount of the Cost Estimate set forth herein is a commercially reasonable estimate of the cost of the Improvements.
- d) In lieu of the Owner’s obligation to construct, or cause to be constructed, the Improvements, at or before final plat recordation of Units 1 through 3 of the Subdivision, the Owner shall provide to the City, concurrent with the execution of this Agreement, a letter of credit in the form attached hereto as **Exhibit “C”** (the “Surety”) in an amount equal to 125% of the Cost Estimate amount **seven hundred seven thousand nine hundred seventy-one and 25/100 Dollars (\$707,971.25)**, (the “Improvement Funds”).
- e) The Owner agrees that, prior to recordation of a final plat of Unit 4 of the Subdivision, or within four years of the execution of this Agreement, whichever comes first, to complete the construction of the Improvements in accordance with approved construction plans and in full compliance with the City of Schertz Unified Development Code Section 21.4.15, which is

incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting the Owner's obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15 of the City's Unified Development Code.

- f) In the event the Owner fails to fully complete construction of the Improvements during the time limits set forth herein in the manner prescribed herein, the City may declare this Agreement to be in default and at the City's sole discretion:
 - (i) require that all Improvements be installed by the Owner regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
 - (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
 - (iii) assign the Improvement Funds to any third party, including a subsequent Purchaser of the Property, provided that such Improvements Funds shall only be assigned for the purpose of causing the construction of the Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Improvements.
- g) Within 60 days of the City's acceptance of the Improvements, the City shall release the Surety to the Owner and the Parties shall have no further obligation to each other under this Agreement.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C.)(2.) of the City's Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

Scrappy Development LLC
1202 W. Bitters, Bldg. 1, Suite 1200
San Antonio, TX 78216
Attention: Mr. Jaime Johnson, VP of Land Development

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

**Signature Page to
Improvement Agreement**

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

SCRAPPY DEVELOPMENT LLC a
Texas limited liability company

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of March, 2021 by Gordon V. Hartman, the President of Scrappy Development, LLC, a Texas limited liability company on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

**Signature Page to
Improvement Agreement**

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By: _____

Name: Dr. Mark Browne, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of March, 2021 by Dr. Mark Browne, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT “A”

The Property

Master Plan

[See attached]

NOTES:

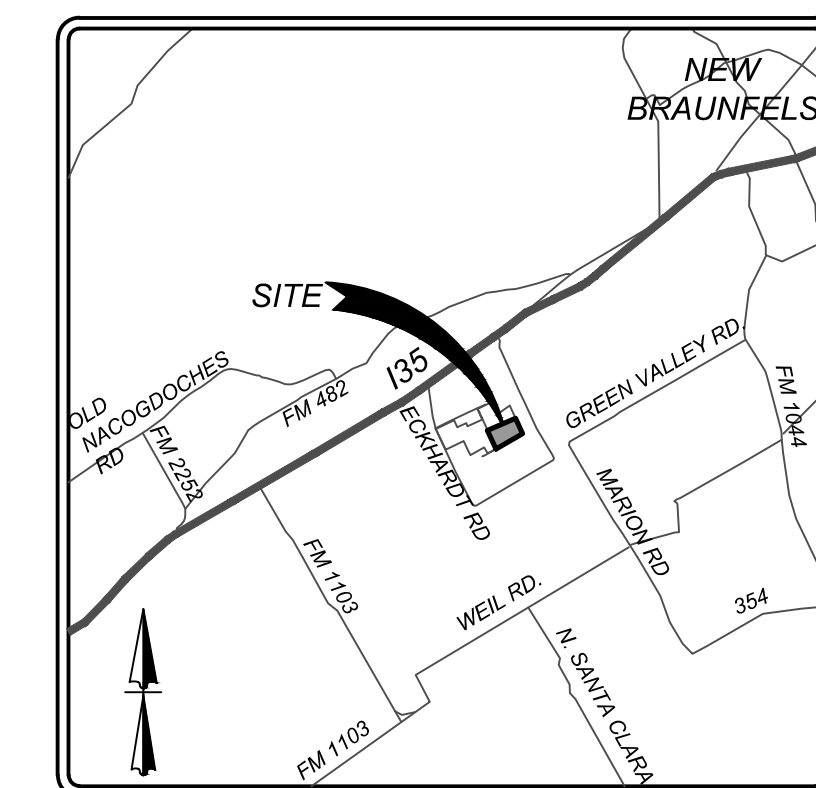
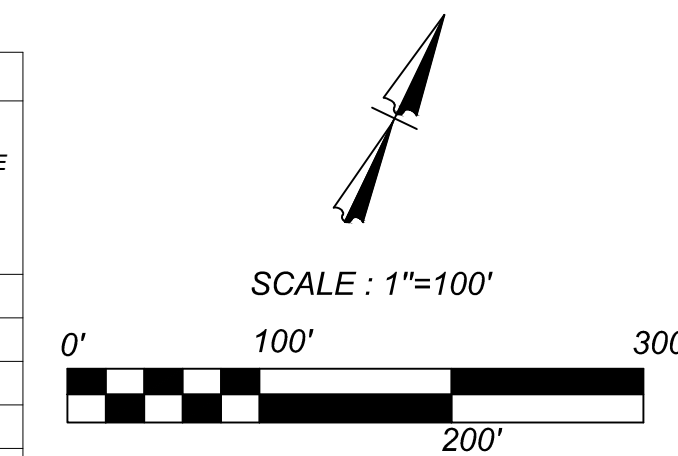
- ALL INTERNAL STREETS WITHIN THE M.D.P. LIMITS ARE LOCAL "A" WITH A 50' R.O.W., 30' PAVEMENT AND 10' PARKWAYS UNLESS OTHERWISE NOTED.
- THIS PROPERTY IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- UTILITY SERVICE PROVIDED BY THE FOLLOWING ENTITIES:
 WATER SERVICE CITY OF SCHERTZ
 SEWER SERVICE CITY OF SCHERTZ/CIBOLO CREEK MUNICIPAL AUTHORITY
 TELEPHONE SERVICE AT&T
 CABLE TELEVISION TIME WARNER CABLE
 ELECTRIC GVEC
 GAS CENTERPOINT ENERGY
- THE FRONT, SIDE, AND REAR SETBACKS WILL CONFORM TO THE MINIMUM SETBACKS REQUIRED BY THE PROPOSED PLANNED DEVELOPMENT DISTRICT (PDD).
- A VARIABLE SIGHT CLEARANCE EASEMENT WILL BE REQUIRED AT CORNER LOTS IF THE INTERSECTION DOES NOT MEET SIGHT DISTANCE REQUIREMENTS AS DEFINED IN LATEST EDITION OF AASHTO MANUAL.
- BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (N.A.D.) OF 1983.
- THE THROUGHFARE ALIGNMENTS SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES AND DO NOT SET THE ALIGNMENT. ALIGNMENT IS DETERMINED AT TIME OF FINAL PLAT.
- REFERENCED PROPERTY IS IN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SCALED FROM FEMA FLOOD MAP-90 & 95 OF-480, COMMUNITY PANEL NO. 48187C0090F & 48187C0095F, DATED NOVEMBER 02, 2007.
- ALL PRIVATE OPEN SPACE, COMMON AREAS, GREENBELTS, DRAINAGE EASEMENT ETC. ARE THE RESPONSIBILITY OF THE DEVELOPER OR ITS SUCCESSORS AND / OR ASSIGNS.

LAND USE DENSITY TABLE												
UNIT	TOTAL ACREAGE	DRAINAGE/ OPEN SPACE	R.O.W. DEDICATION	RESIDENTIAL ACREAGE	SF 7200	SF 8200	SF 9000	TYPICAL LOT DIMENSIONS	DWELLING UNITS	DENSITY (DWELLING UNITS/ACRES)	EXISTING ZONING	APPROXIMATE UNIT SCHEDULE
1	22.28	2.94	0.49	18.85	34	15	23	60' x 120'	72	3.23	OCL	2019
2	9.74	0.32	0.14	9.28	20	5	8	60' x 120'	33	3.39	PRE/OCL	2020
3	12.00	0.44	0.48	11.08	28	14	4	60' x 120'	46	3.83	OCL	2021
4	16.78	0.62	0.57	15.59	40	13	10	60' x 120'	63	3.75	OCL	2022
TOTAL	60.80	4.32	1.68	54.80	122	47	45		214	3.52		

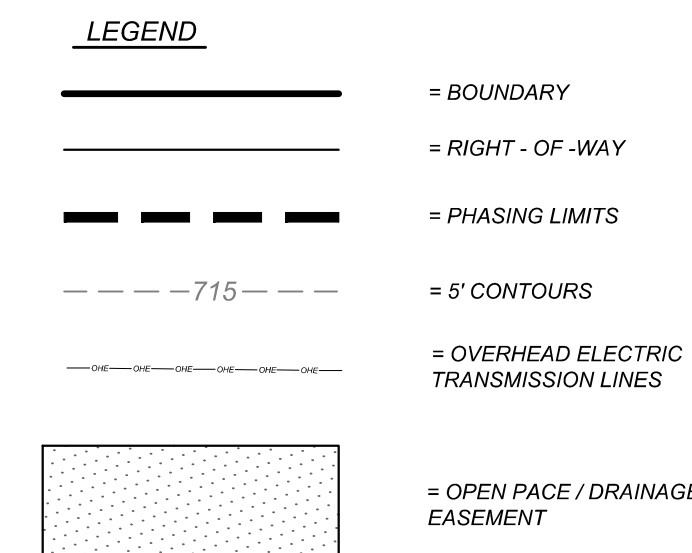
* PARK REQUIREMENTS = 1 ACRE/100 RESIDENTIAL LOTS
 PARK REQUIREMENTS = 225 LOTS X 1 ACRE/100 LOTS = 2.25 ACRES
 OCL = OUTSIDE CITY LIMITS

UTILITY AND STORM WATER NOTES:

- CITY OF SCHERTZ WATER MAINS WILL BE EXTENDED FROM THE PARKLANDS DEVELOPMENT TO SERVE THIS SUBDIVISION.
- AS THIS SUBDIVISION IS UPSTREAM OF PARKLANDS, CITY OF SCHERTZ SANITARY SEWER MAINS WILL BE EXTENDED FROM THE PARKLANDS DEVELOPMENT TO SERVE THIS SUBDIVISION.
- STORM WATER FROM THIS SUBDIVISION WILL FLOW THROUGH THE PARKLANDS DEVELOPMENT.

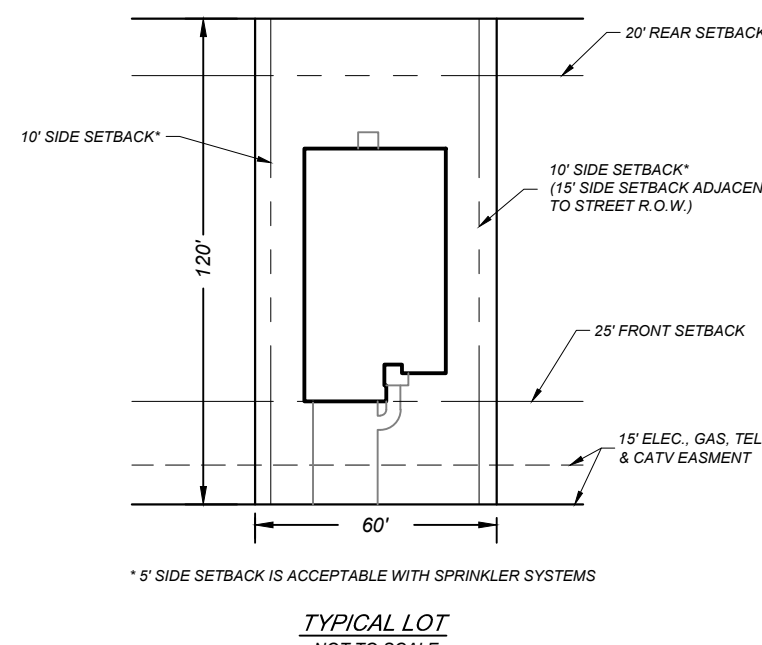


LOCATION MAP
N.T.S.



DEVELOPER/APPLICANT/OWNER:
 SCRAPPY DEVELOPMENT, LLC
 1202 W. BITTERS RD BLDG. 1 SUITE 1200
 SAN ANTONIO, TX 78216
 PHONE: (210) 493-2811

SURVEYOR:
 KFW SURVEYING
 3421 PAESANOS PKWY, SUITE 101
 SAN ANTONIO, TX 78231
 PHONE: (210) 979-8444
 FAX: (210) 979-8441



THE PARKLANDS II SUBDIVISION
MASTER DEVELOPMENT PLAN

SCHERTZ, TEXAS
 GUADALUPE COUNTY

LEGAL DESCRIPTION:
 A 60.80 ACRE TRACT OF LAND, BEING ALL OF A 10.0 ACRE TRACT, CALLED TRACT 1, THE REMAINING PORTION OF A 50.800 ACRE TRACT, CALLED TRACT 2 CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 1306 PAGE 477 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 10.01 ACRE TRACT CONVEYED TO THOMAS JORDAN OF RECORD IN VOLUME 3068 PAGE 400 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 3.00 ACRE TRACT CONVEYED TO PATRICK LYNN PINDER OF RECORD IN VOLUME 2338 PAGE 732 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS, A 2.00 ACRE TRACT CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 3062 PAGE 652 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS AND A 1.00 ACRE TRACT CONVEYED TO NANCY PINDER OF RECORD IN VOLUME 2550 PAGE 244 OF THE OFFICIAL PUBLIC RECORDS OF GUADALUPE COUNTY, TEXAS.

PROPOSED ZONING FOR ALL PROPERTY WITHIN THE LIMITS OF THIS MASTER DEVELOPMENT IS PLANNED DEVELOPMENT DISTRICT (PDD).

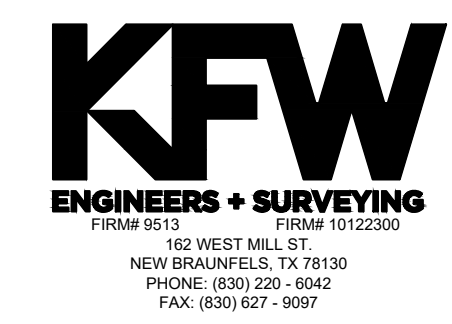


EXHIBIT "A"


PREPARED : JUNE 07, 2019

EXHIBIT B

EXHIBIT "B"

The Cost Estimate

[See attached]

	PARKLANDS II SUBDIVISION OPINION OF PROBABLE COST	BIG JOHN LN IMPROVEMENTS
---	--	-------------------------------------

UNITS:	Overall	DATE:	3-Feb-21
NO. OF LOTS:		STATUS OF DESIGN:	Conceptual
ACREAGE:		SOURCE OF UNIT PRICES:	N/A
DENSITY:		DATE OBTAINED:	N/A

BIG JOHN LN IMPROVEMENTS			
<i>BIG JOHN LN (COLLECTOR)</i>	2,085	LINEAR FT	

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Street Improvements					
1.	Clearing (including ROW)	AC	1.70	\$ 1,500.00	\$ 2,550.00
2.	Excavation	CY	6,072	\$ 4.00	\$ 24,286.39
3.	Embankment	CY	2,024	\$ 3.50	\$ 7,083.53
4.	19" Flex Base	SY	6,070	\$ 20.50	\$ 124,435.00
5.	3" HMAC, Type D w/ Prime & Tack Coat	SY	5,670	\$ 15.25	\$ 86,467.50
6.	Geogrid	SY	6,070	\$ 5.00	\$ 30,350.00
7.	12" Moisture Conditioned Subgrade	SY	6,070	\$ 3.50	\$ 21,245.00
8.	Concrete Curb & Gutter	LF	2,085	\$ 16.00	\$ 33,360.00
9.	Header Curb	LF	2,130	\$ 15.00	\$ 31,950.00
10.	Timber Guard Post w/Markers	EA	16	\$ 200.00	\$ 3,200.00
11.	5' Sidewalk	LF	2,075	\$ 28.50	\$ 59,137.50
12.	Signage	LS	1	\$ 9,500.00	\$ 9,500.00
13.	TPDES	LS	1	\$ 9,360.00	\$ 9,360.00
Sub-Total:					\$ 442,924.92
Drainage Improvements					
1.	Excavation	CY	26	\$ 4.00	\$ 104.00
2.	Concrete Sidewalk Box Drain	CY	4	\$ 2,350.00	\$ 9,400.00
3.	Handrail	LF	19	\$ 125.00	\$ 2,375.00
4.	6-in Concrete Riprap	SY	25	\$ 115.00	\$ 2,875.00
Sub-Total:					\$ 14,754.00
Contingency				10%	\$ 45,767.89
Engineering + Surveying Fees					\$ 62,930.85
TOTAL IMPROVEMENTS :					\$ 566,377.66

EXHIBIT “C”

The Surety

[See attached]

EXHIBIT “D”

BIG JOHN WAY IMPROVEMENT SCHEMATIC

[See attached]

194.56 ACRE TRACT
(VOL. 2260 PG. 355 O.P.R.)
OWNER: ROLLING HILLS RANCH
DEVELOPMENT, LTD

30' ROAD EASEMENT
(VOL. 1503 PG. 813 O.P.R.)
TO BE ABANDONED

30' ROAD EASEMENT
(VOL. 1077 PG. 65 O.P.R.)

BEGIN BIG JOHN LN IMPROVEMENTS
(PARKLANDS II DEVELOPMENT)

UNITS 2 & 3

BLOCK 5

UNIT 4

167.89 ACRE TRACT
(VOL. 2338 PG. 451 O.P.R.)
OWNER: WESTON RANCH FOUNDATION

20' EASEMENT
(VOL. 647 PG. 251 O.P.R.)
(VOL. 647 PG. 253 O.P.R.)

40.00 ACRE TRACT
(VOL. 589 PG. 776 O.P.R.)
OWNER: WESTON RANCH FOUNDATION
(VOL. 2338 PG. 451 O.P.R.)

BLOCK 10

UNIT 4

80.00 ACRE TRACT
(VOL. 2944 PG. 640 O.P.R.)
OWNER: ROLAND K. & SUZANNE L. SCHOTT

35' ROAD DEDICATION
(PROVIDED WITH UNIT 4 PLATTING)

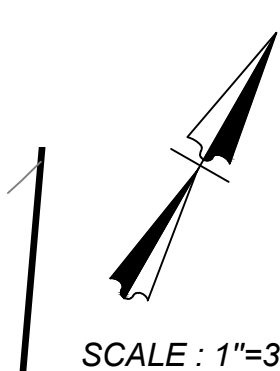
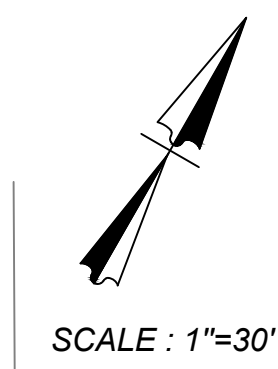
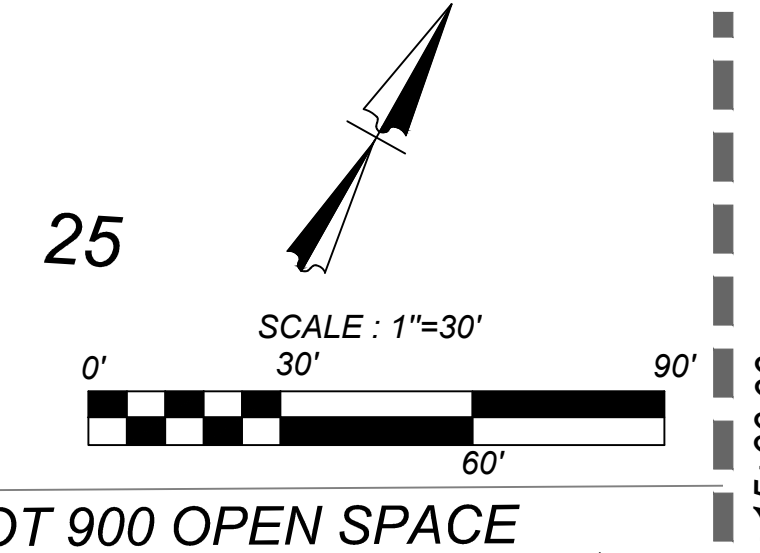
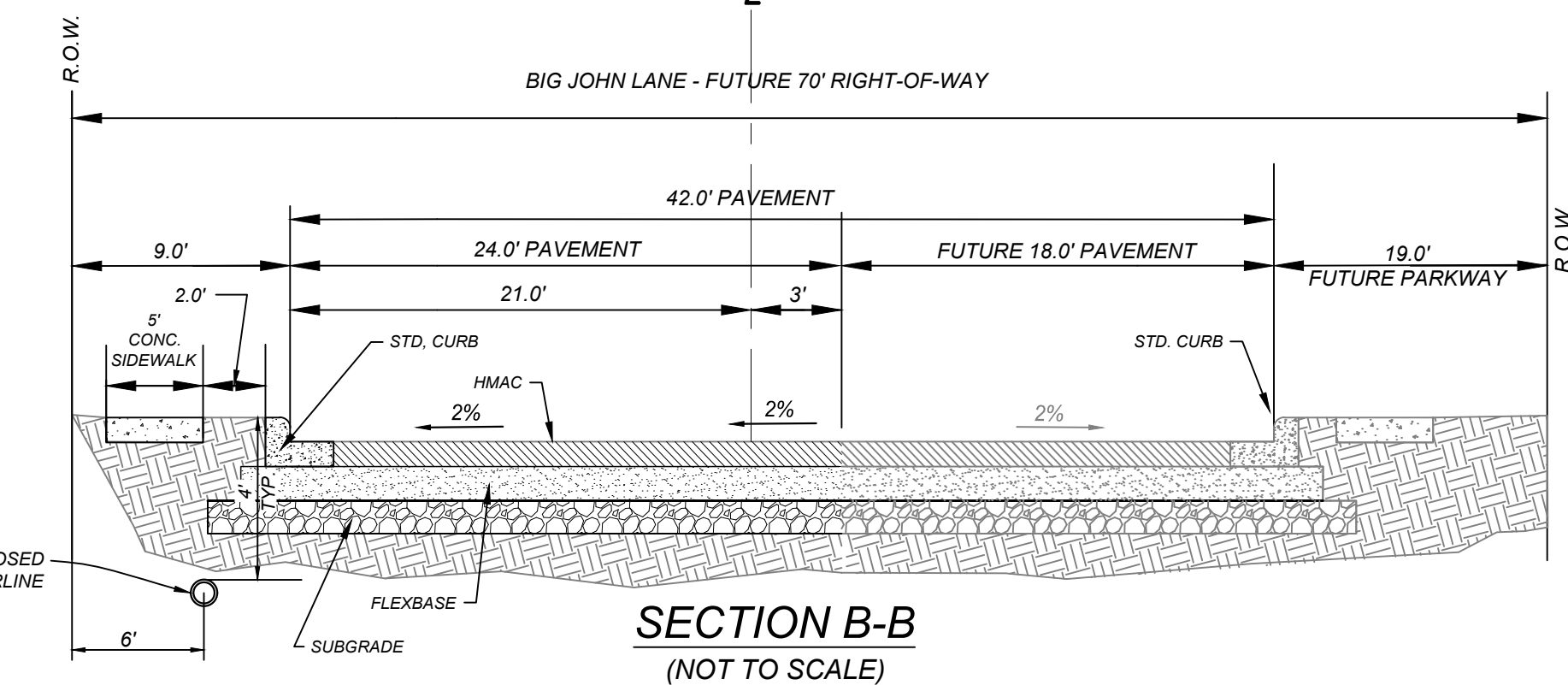
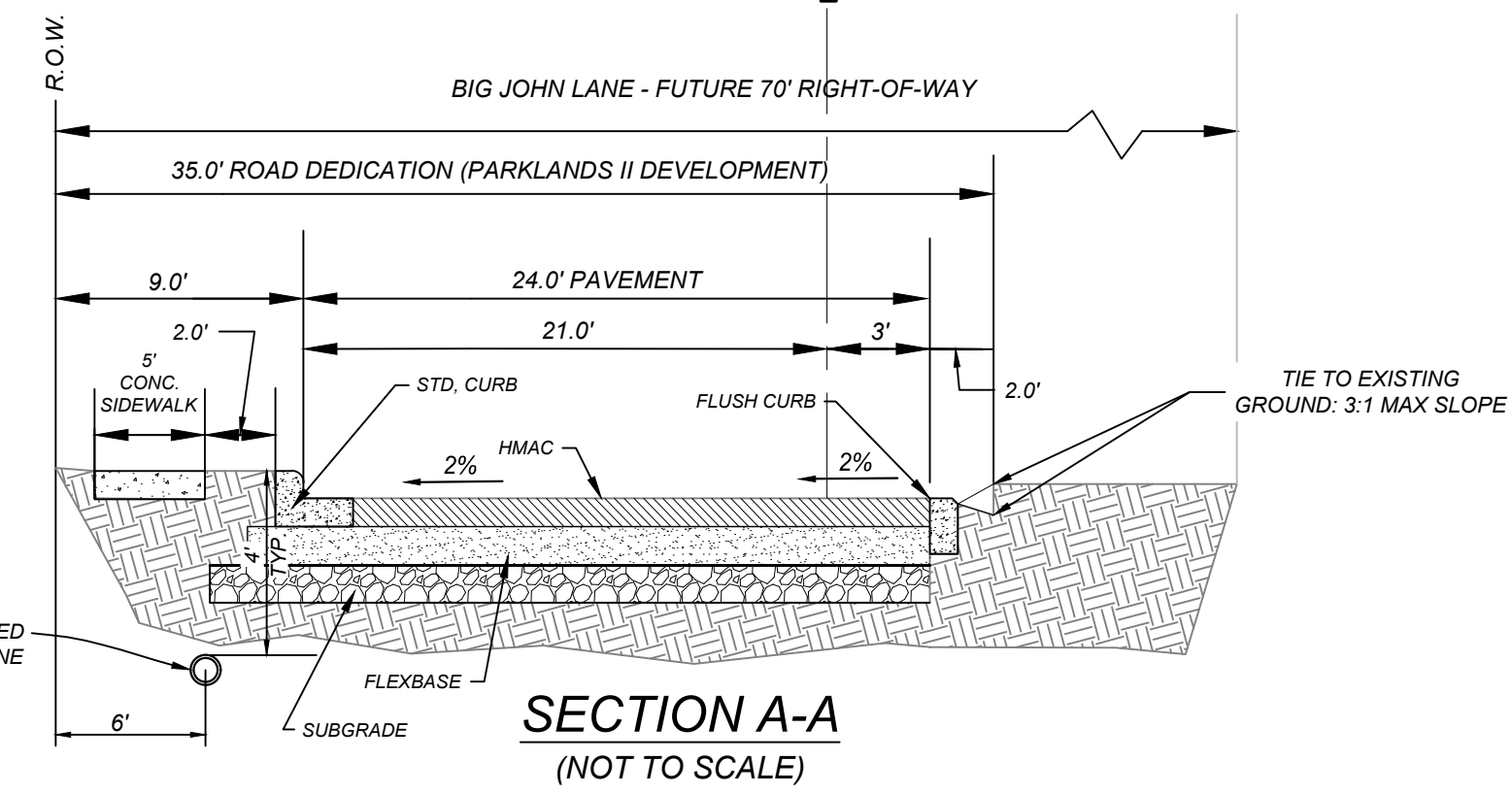
LOT 900, BLOCK 10

OPEN SPACE

BEGIN BIG JOHN LN IMPROVEMENTS
(PARKLANDS II DEVELOPMENT)

20' EASEMENT
(VOL. 647 PG. 251 O.P.R.)
(VOL. 647 PG. 253 O.P.R.)

40.00 ACRE TRACT
(VOL. 589 PG. 776 O.P.R.)
OWNER: WESTON RANCH FOUNDATION
(VOL. 2338 PG. 451 O.P.R.)



ISSUE DATE
REVISIONS

THE PARKLANDS II SUBDIVISION
SCHERTZ, TX
BIG JOHN LN IMPROVEMENT SCHEMATIC

JOB NO. 205-29-02
DATE: FEBRUARY 3, 2021
DRAWN: CHECKED: NR

SHEET NUMBER:
EX-D

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

Date: Feb 03, 2021, 11:28am User ID: nreynolds
File: U:\Projects\205\28\02 Design\Exhibits\CAD\Big John Lane_Horizontal_Alignment.dwg