

THE STATE OF TEXAS §
§ SS.
BEXAR COUNTY §

ROADWAY CAPITAL RECOVERY OFFSET AND REIMBURSEMENT WITH DEVELOPER FOR CONSTRUCTION OF PUBLIC IMPROVEMENT AGREEMENT FOR LOWER SEGUIN ROAD

This Agreement ("**Agreement**") is made by and between the City of Schertz, (hereinafter "**City**") a Texas Home Rule municipality and Schertz 1518, Ltd. (hereinafter "**Developer**") a Limited Partnership created under the laws of Texas, (collectively, the "**Parties**") and is effective upon the execution of this Agreement by the Developer and the City (the "**Effective Date**").

RECITALS

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, the City of Schertz has adopted Roadway Capital Recovery Fees (sometimes hereinafter referred to as "capital recovery fee"); and

WHEREAS, pursuant to City of Schertz Code of Municipal Ordinances Section 78-178, where, in order to serve new development, a developer is required to construct, contribute to, or dedicate, a capital improvement or facility expansion identified in the capital improvements plan (the "**Required Improvements**") the City and Developer may enter into this Agreement whereby the Developer is: (1) credited for the reasonable and necessary costs of the capital improvement or facility expansion against the impact fees otherwise due from the new development; or (2) reimbursed for all or a portion of the reasonable and necessary costs of the capital improvement or facility expansion from impact fees as received from other new developments that use the capital improvement or facility expansion; and

WHEREAS, Developer wishes to develop certain property (the "**Property**") within the Project which is located within the City limits, identified as a portion of The Crossvine Module 2A which is more specifically identified and graphically depicted on *Exhibit "A"* attached hereto and incorporated herein by reference; and

WHEREAS, during the development planning stage for the Property, the Developer submitted to the City a request that the City participate in the completion of the Required Improvements as well as Additional Improvements (hereinafter defined) (the Required Improvements and the Additional Improvements may collectively be referred to as the "**Improvements**"), which will benefit portions of the City beyond the Property; and

WHEREAS, Developer is proposing to construct some roadway capital improvements (including the Additional Improvements) prior to when they are required to under municipal ordinances of the City; and,

WHEREAS, City and Developer agree that it is mutually beneficial to construct the Additional

Improvements in conjunction with the construction of the Required Improvements; and,

WHEREAS, Developer has requested that it be allowed to construct all the Improvements and share the costs with the City as further set forth herein; and

WHEREAS, the City desires to have the East Lower Seguin Improvements constructed concurrently with the construction of the Improvements upon the terms and conditions as further set forth herein; and

WHEREAS, the City and Developer find it to be to their mutual advantage to enter into this Agreement for the construction of appropriate and necessary public facilities; and

WHEREAS, Section 212.071, et. seq. of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development without complying with the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code; and,

WHEREAS, the zoning of the Property that would trigger the obligation of the Developer to construct the Required Improvements allows for commercial residential development; and,

WHEREAS, the Credits (hereafter defined) are of less value to the Developer when used for commercial residential development than traditional residential development given the percentage of the maximum assessable fee the City actually charges; and,

WHEREAS, City and Developer desire to enter into this Agreement in order to memorialize Roadway Capital Recovery Fee Credits (sometimes hereinafter referred to as the "Credits") achieved by Developer for reasonable and necessary costs of the capital improvement or facility expansion incurred and as further described herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I. DEFINITIONS

- A. **Additional Benefitted Property**. The Additional Benefitted Property is the property owned by Developer (or affiliates) which would be obligated to provide for the construction of the Additional Improvements (or some portion thereof) at the time such property is rezoned, replatted, or is otherwise the subject of a development application to the City which Additional Benefitted Property is more specifically identified and graphically depicted in *Exhibit "A"*.
- B. **Additional Improvements**. Developer is proposing a capital improvement facility expansion to include the construction of the full width of Lower Seguin Road from FM 1518 west for a distance of approximately 2,000 feet as are more specifically identified and graphically depicted in *Exhibit "B"* to the western boundary of the Project. The Additional Improvements

are those which Developer will be obligated to develop and complete in the future when property owned by Developer adjacent to the area of the Additional Improvements is rezoned, replatted, or is otherwise the subject of a development application to the City.

- C. City Participating Property. The City Participating Property is (i) that property owned by the City or property for which the City is obligated to bear the costs of Improvements as is more specifically identified and graphically depicted in *Exhibit "A"*, and (ii) the East Lower Seguin Improvements (if applicable).
- D. City's Participation Costs. The City's Participation Costs shall mean those costs associated with the construction of the Improvements (and the East Lower Seguin Improvements, if applicable) which are associated with the City Participating Property and are equal to the City's Participation Percentage of the total Construction Costs.
- E. City's Participation Percentage. The City Participating Property comprises twenty-one percent (21%) of the project area (exclusive of the area associated with the East Lower Seguin Improvements) and the City's Participation Percentage shall be twenty-one percent (21%) of the total Construction Costs (exclusive of the Construction Costs associated with the East Lower Seguin Improvements). The City's Participation Percentage for the East Lower Seguin Improvements is one hundred percent (100%) of the Construction Costs associated with the East Lower Seguin Improvements.
- F. Construction Costs. The Construction Costs shall be inclusive of all (i) all permits, costs for submission of applications and similar costs, (ii) engineering, legal, surveying, and professional services costs, (iii) all construction costs as set forth in the construction contract for the Improvements (and the East Lower Seguin Improvements, if applicable) as well as any change orders that may be executed between the parties, and (iv) all ancillary and related costs associated with the construction of the Improvements (and the East Lower Seguin Improvements, if applicable), including costs or value of dedications, bonds, warranties, and fiscal sureties.
- G. Contribution. Developer's Contribution shall be the amount of money which Developer has spent from time to time which has been reviewed and approved by the City as set forth herein.
- H. East Lower Seguin Improvements. The East Lower Seguin Improvements shall include improvements to Lower Seguin east of the intersection of Lower Seguin and FM1518 and which are not adjacent to any Additional Benefitted Property. The location of the East Lower Seguin Improvements is graphically depicted and more specifically identified on *Exhibit "B"* attached hereto.
- I. Improvements. The Improvements shall include the Required Improvements as well as the Additional Improvements but shall not be deemed or construed to include the East Lower Seguin Improvements unless specifically noted.
- J. Location. The project is located on the west side of FM 1518 generally in the area which is north of Ware Seguin Road and extending to include areas north of Lower Seguin Road, as is more specifically graphically depicted in *Exhibit "C"*.

- K. Project. The project is The Crossvine master planned community which is subject to Planned Development District Zoning which is identified as The Crossvine PDD as established by the Sedona Trails PDD which was originally approved by the Planning and Zoning Commission and the City Council of Schertz, Texas on January 24, 2012 (the “Sedona Trails PDD”) by Ordinance 12-S-01. The Sedona Trails PDD was subsequently amended by (i) Ordinance 12-S-16 on August 21, 2012 (the “First Amendment”) (ii) Ordinance 14-S-08 on March 11th, 2014 (the “Second Amendment”), (iii) Ordinance 17-S-01 on February 28, 2017 (the “Third Amendment”), (iv) Ordinance 21-S-08 on March 23, 2021 (the “Fourth Amendment”), (v) Ordinance 21-S-22 on June 8, 2021 (the “Fifth Amendment”), and (vi) Ordinance 21-S-51 on December 14, 2021 (the “Sixth Amendment”).
- J. Property. The portion of the Crossvine Module which is more specifically identified and graphically depicted in *Exhibit "A"*.
- K. Required Improvements. The Required Improvements are those which are required to be provided by Developer pursuant to the requirements of City of Schertz Code of Municipal Ordinances Section 78-178 as a condition to the rezoning or replatting of the Property, such Required Improvements being more specifically identified and graphically depicted in *Exhibit "B"*.

ARTICLE II.

ROADWAY CAPITAL RECOVERY FEES; SCOPE OF IMPROVEMENTS

- A. Roadway Capital Recovery Fees. The Maximum Assessable Roadway Capital Recovery Fee in Service Area 3 are \$1,044.48 and \$1,061.26 per service unit depending on the platting date. Residential development in Service Area 3, is collected at \$1,000.00 per service unit for residential and \$175.00 per service unit for non-residential.
- B. Scope of Improvements. The Improvements shall be as shown and reflected on *Exhibit "B"*. *Exhibit "B"* shows the Required Improvements and the Additional Improvements. It is understood that the area and scope of the Additional Improvements may be impacted by (i) the approval, consent, and cooperation of the adjacent landowner (the “**Adjacent Landowner**”) of the “**Adjacent Property**” (as shown and defined on *Exhibit "A"*), (ii) the approval, consent, and cooperation of TXDOT in the construction of the intersection at Lower Seguin Road and FM1518. In the event that the Adjacent Landowner or TXDOT shall not approve, consent to, or cooperate in the full Scope of Improvements as shown on *Exhibit "B"*, then, in that event, the Improvements shall be limited to the maximum Scope of Improvements which can be constructed without the approval, consent, or cooperation of Adjacent Landowner or TXDOT and the City’s participation shall be adjusted accordingly.
- C. Scope of East Lower Seguin Improvements. The East Lower Seguin Improvements shall be as shown and reflected on *Exhibit "B"*. It is understood that the approval, permitting, and construction of the East Lower Seguin Improvements is dependent upon the approval, consent, and cooperation of TXDOT in the construction of the intersection at Lower Seguin Road and FM1518 and the collaborative construction of the East Lower Seguin Improvements as contemplated herein.

ARTICLE III.
CAPITAL IMPROVEMENT PLAN IMPROVEMENTS MADE BY DEVELOPER

- A. Rough Proportionality. The Parties acknowledge that as provided in Texas Local Government Code Section 212.904, the City may require Developer to contribute a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of Construction Costs (collectively the "**Infrastructure Costs**"), provided Developer's portion of Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the Project impact (the "**Proportionate Costs**").
- B. Construction of Improvements and East Lower Seguin Improvements. Developer agrees to construct the Improvements (and the East Lower Seguin Improvements, if applicable) in accordance with plans and specifications to be prepared by Malone/Wheeler, Inc. which shall be submitted and approved by the City Engineer. The parties acknowledge that the plans and specifications for the Improvements (and the East Lower Seguin Improvements, if applicable) have not yet been completed or approved by the City. No change in the construction plans after they have been approved shall be made by Developer without the prior written consent of the City Engineer. The Construction Costs for the Improvements shall be the responsibility and obligation of Developer, except for (i) the City's Share as set forth in Article IV, Section A, and (ii) the reimbursement to Developer of Roadway Impact Fees as set forth in Article V, Section A(i) as therein provided. The Construction Costs for the East Lower Seguin Improvements shall be the responsibility and obligation of the City as set forth in Article IV, Section A,
- C. Timing for Completion of Improvements and East Lower Seguin Improvements. The Improvements (and the East Lower Seguin Improvements, if applicable) shall be completed in accordance with a mutually agreed schedule between the parties. The parties agree to the following schedule:
- i. Construction plans (the "**Plans**") for the Improvements (and the East Lower Seguin Improvements, if applicable) shall be completed and submitted to the City of Schertz no later than June 30, 2023; and
 - ii. The Plans will be approved by the City no later than December 31, 2023;
 - iii. Construction of the Improvements (and the East Lower Seguin Improvements, if applicable) shall be completed by June 30, 2024.
 - iv. The foregoing dates shall be extended day for day in the event of (i) any delay in approval of the Plans, (ii) force majeure as defined in the construction contract for the Improvements (and the East Lower Seguin Improvements, if applicable), (iii) changes or circumstances outside the control of the parties, or (iv) delays associated with coordination and integration with TXDOT's construction and improvements to FM1518 and the intersection of Lower Seguin Road and FM1518.

- D. Contracts for Construction. Developer shall utilize the competitive sealed bidding procedure as defined in Local Government Code Sec.252 Subchapter C to select a qualified Contractor to construct the Improvements (and the East Lower Seguin Improvements, if applicable) in accordance with the approved plans and specifications if required per Local Government Code Sec. 212 Subchapter C. The contract may be awarded to either to the lowest responsible bidder or to the bidder who provides goods and services at the best value for the municipality. The City Engineer shall review and approve in writing all bid documents, contract documents, and cost estimates prior to putting the construction of the Improvements (and the East Lower Seguin Improvements, if applicable) out to bid. Developer shall be solely responsible for payment of the work as it is completed and shall make all payments in a timely manner to the Contractor, sub-contractors, and other parties involved in the construction of the Improvements (and the East Lower Seguin Improvements, if applicable).
- E. Performance, Payment, and Warranty Bonds. The Contractor selected pursuant to Subsection D above shall post with the City faithful performance, payment, and warranty bonds for construction of the Improvements (and the East Lower Seguin Improvements, if applicable) to ensure completion of the Improvements (and the East Lower Seguin Improvements, if applicable). The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code. The Developer shall covenant for the Improvements (and the East Lower Seguin Improvements, if applicable) to be warranted for a period of two (2) years following acceptance by the City of the Improvements (and the East Lower Seguin Improvements, if applicable). The warranty bond to be provided shall be in the amount of 20% of the costs of the Improvements (and the East Lower Seguin Improvements, if applicable) for such period.
- F. Inspection. The City Engineer or designee shall have the right to periodically inspect the construction of the Improvements (and the East Lower Seguin Improvements, if applicable) in the same manner, and shall possess the same authority, as is provided during the construction of subdivision improvements pursuant to the City of Schertz Subdivision Ordinance, as amended.
- G. Insurance. The Contractor awarded the contract to construct the Improvements (and the East Lower Seguin Improvements, if applicable) shall be required to carry Worker's Compensation Insurance on his employees and public liability and property damage insurance on his equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, City shall be furnished with Certificates of Insurance and shall be named an additional named insured on such Certificates, and City shall be notified within thirty calendar days of any cancellation of such insurance.
- H. Accounting. Developer shall periodically submit to City a complete accounting of all costs incurred by Developer in the construction of the Improvements (and the East Lower Seguin Improvements, if applicable). City will not contribute or pay for any costs incurred by Developer which were not approved by City prior to it being incurred. Developer shall maintain the accounting of the Improvements (and the East Lower Seguin Improvements, if

applicable) for a period of two years from the date of acceptance by the City, and the City may inspect the Developer's books and records related to the Improvements (and the East Lower Seguin Improvements, if applicable) at any time with reasonable notice.

- I. Indemnity. Developer agrees to protect, indemnify, and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement by Developer or Developer's agents, representatives, employees, contractors, or subcontractors.
- J. Restriction on Platting. Developer understands, acknowledges, and agrees that, absent the express written permission of the City, Developer may not plat property north of Lower Seguin Road which would generate more than 200 vehicle miles in the aggregate for such proposed platted uses until after the City has accepted the Improvements.

ARTICLE IV.

CITY SHARE OF IMPROVEMENTS AND EAST LOWER SEGUIN IMPROVEMENTS

- A. City's Participation Costs. The City shall be responsible for the City's Participation Percentage of the Construction Costs to be paid as set forth in subsection B of this Article IV below.
- B. Payment of City's Participation Percentage.
 - i. Developer shall periodically submit (anticipated to be monthly) a draw request (the "Draw Request") and the City Engineer shall review the Draw Request showing costs incurred by the Developer during the prior month (or similar construction period). The Draw Request shall include lien waivers from the contractor for the percentage of completion or amount requested. Within eight (8) days of the submission of the Draw Request to the City, the Developer shall certify to the City that it has approved the Draw Request.
 - ii. Upon the City Engineer's receipt of each Draw Request, the City Engineer shall promptly inspect the Improvements (and the East Lower Seguin Improvements, if applicable) or otherwise be satisfied with information and evidence submitted by Developer to confirm the percentage of completion as set forth in the Draw Request. The City Engineer shall approve or reject the Draw Request within ten (10) days of submission by Developer. If approved, the City Engineer shall promptly cause the City to reimburse Developer for the City's Participation Percentage of the Draw Request. The City shall fund the City's Participation Percentage of the Draw Request within fifteen (15) days of approval by the City Engineer. If rejected, the City Engineer shall specify the reason for rejection and the requirements to cure the objection. Upon cure and approval, the City Engineer shall immediately cause the City to reimburse Developer for the City's Participation Percentage of the Draw Request.
 - iii. Upon the City Engineer's receipt of the final Draw Request, a final inspection on the Improvements (and the East Lower Seguin Improvements, if applicable) shall be conducted, noting any required corrections or repairs. Once corrections or repairs are made and deemed acceptable, the City will accept the Improvements (and the East Lower Seguin Improvements, if applicable) and reimburse Developer for the City's Participation

Percentage of the final Draw Request.

**ARTICLE V.
ROADWAY CAPITAL RECOVERY FEE REIMBURSEMENT**

- A. Roadway Capital Recovery Fee Offset Credit Calculation. The Parties agree to the following:
- i. In lieu of providing roadway capital recovery fee offset credits for the sections of the system facility the Developer is to be obligated to construct at time of platting, the City will reimburse the Developer from Roadway Impact Fees collected within the Project beginning on June 30, 2022 and continuing thereafter, on an annual basis until the Developer has been reimbursed in full for an amount equal to their Contribution. The reimbursement to the Developer will be paid to the Developer by January 31 for the preceding year (i.e., the reimbursement of any Impact Fees collected by the City in 2022 would be paid to the Developer by January 31, 2023) up to the amount of the Contribution which has been submitted and approved pursuant to Article III.
 - ii. Developer shall not begin receiving reimbursements of collected Roadway Impact Fees as set forth in (ii) above until the Plans have been approved by the City. Thereafter, Developer shall only receive annual reimbursement for costs and expenses which are compensable under this Agreement which have actually been incurred by Developer. Developer shall not be paid the final reimbursement of Construction Costs for completion of the public improvements contemplated by this Agreement until the City's acceptance of same for public maintenance in accordance with the terms of applicable provisions of the City's Code of Ordinances.

**ARTICLE VI.
MISCELLANEOUS**

The following miscellaneous provisions are made part of this Agreement :

- A. Additional Instruments. City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement .
- B. Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- C. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Bexar County, Texas.
- D. Assignment. The Developer may assign this Agreement with the City's consent (such consent

not to be unreasonably conditioned, withheld or delayed, but in no event shall the offsets provided for in the Agreement be transferred to any development not subject to the plat associated with such offsets.

- E. Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- G. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- H. Enforcement. The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Developer shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Developer's compliance with this Agreement.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement . There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Schertz, Texas.
- J. Execution of Agreement; Authority. City Council has authorized the City Manager to execute this Agreement on behalf of the City, as evidenced by Resolution dated _____. Bradley Bechtol and Bradford Pittenger are authorized to execute this Agreement on its behalf, as evidenced by Resolutions of Developer provided to and approved by the City.
- K. Exhibits and Attachments. All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes.
- L. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so

obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

M. Gender. The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.

N. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.

O. Immunities and Defenses.

i. By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

ii. No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement.

P. Mutual Assistance. City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

Q. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Schertz 1518, LTD.
Attn: Bradley Bechtol
2402 South 2nd Street
Austin, Texas 78704
bradley@primaryformllc.com

WITH COPY TO: Bradford L. Pittenger
Round One Capital
9525 N. Capital of Texas Hwy., #123
Austin, Texas 78759
brad@roundonecapital.com

CITY: City Manager

City of Schertz
1400 Schertz Parkway
Schertz, TX 78154
Phone: (210)619-1000
Fax: (210)619-1029

WITH COPY TO:

Denton Navarro Rocha Bernal & Zech
A Professional Corporation
Attn. T. Daniel Santee
2517 N. Main Avenue
San Antonio, Texas 78212
Phone: (210) 227-3243
Fax: (210) 225-4481

- R. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City except as they may be amended, modified, or limited by the PDD, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Project or Developer unless specifically enumerated herein.
- S. Satisfaction of Obligations. The parties acknowledge and agree that the undertaking of the obligation to construct the Improvements shall constitute the extent of all obligations of Developer for the construction of Lower Seguin Road, or any drainage facilities or utility infrastructure associated with Lower Seguin Road. Upon the acceptance of the Improvements, Developer shall be deemed to have fulfilled all obligations and shall have no further responsibility or liability for the construction of any Improvements, including additional improvements to the intersection of Lower Seguin and FM1518.
- T. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- U. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.
- V. Time is of the Essence. Time is of the essence of this Agreement and all obligations of all parties hereunder shall be promptly performed and no obligation, decision, process, or approval shall be unduly delayed or hindered.

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

DEVELOPER:

SCHERTZ 1518, LTD., a Texas limited partnership

BY: MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company

Bradley Bechtol, Manager

Date: _____

THE STATE OF TEXAS §

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COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Bradley Bechtol, Manager of MTR-Schertz 1518 Management Company, LLC, a Texas limited liability company, general partner of Schertz 1518, Ltd., a Texas limited partnership, on behalf of such entities, for the purposes herein expressed.

(SEAL)

Notary Public in and for The State of Texas

My Commission Expires: _____

CITY:

CITY OF SCHERTZ, TEXAS,

By: _____

Name: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

THE STATE OF TEXAS §

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COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2022 by _____, City Manager of Schertz, Texas, for the purposes herein expressed.

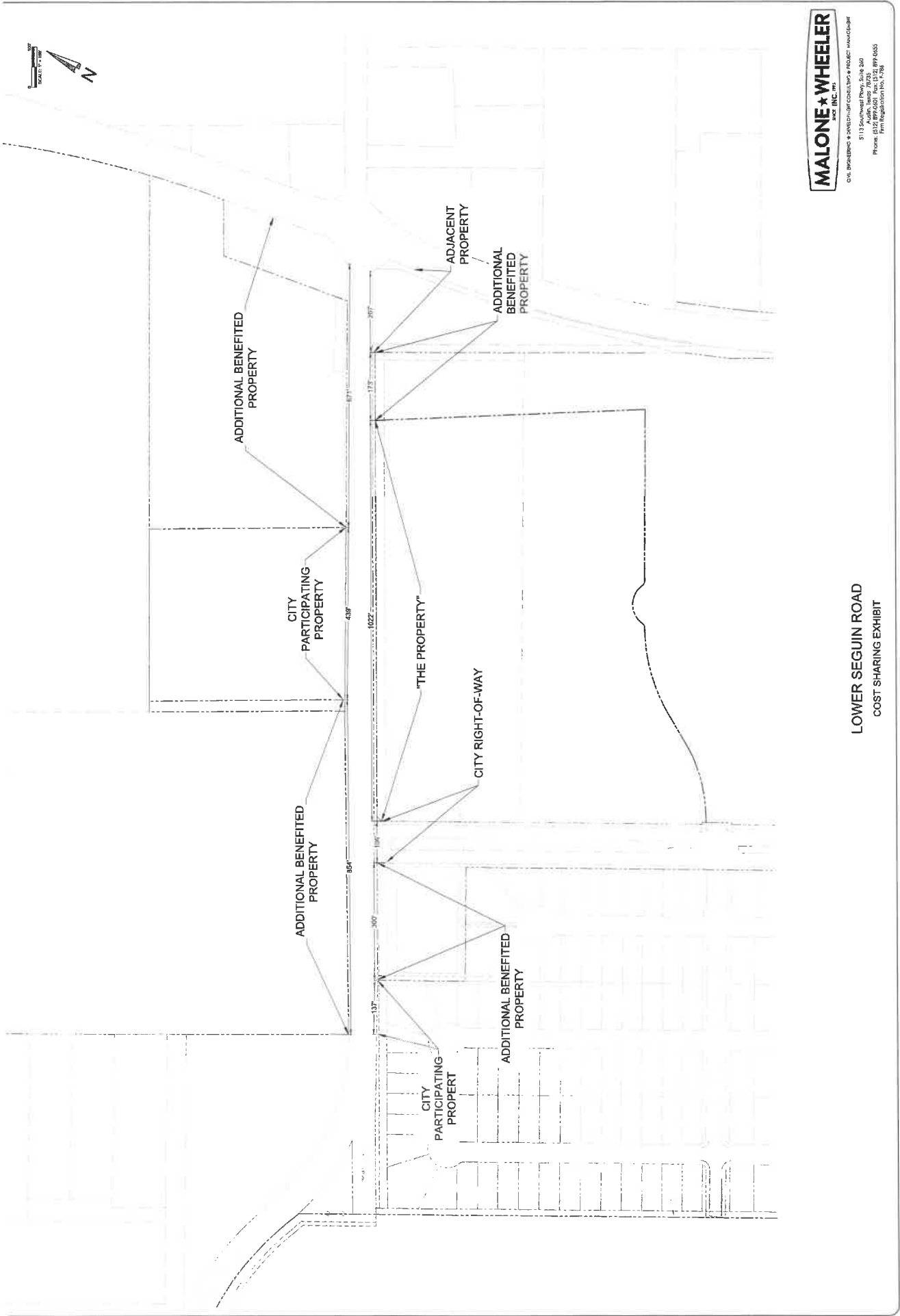
(SEAL)

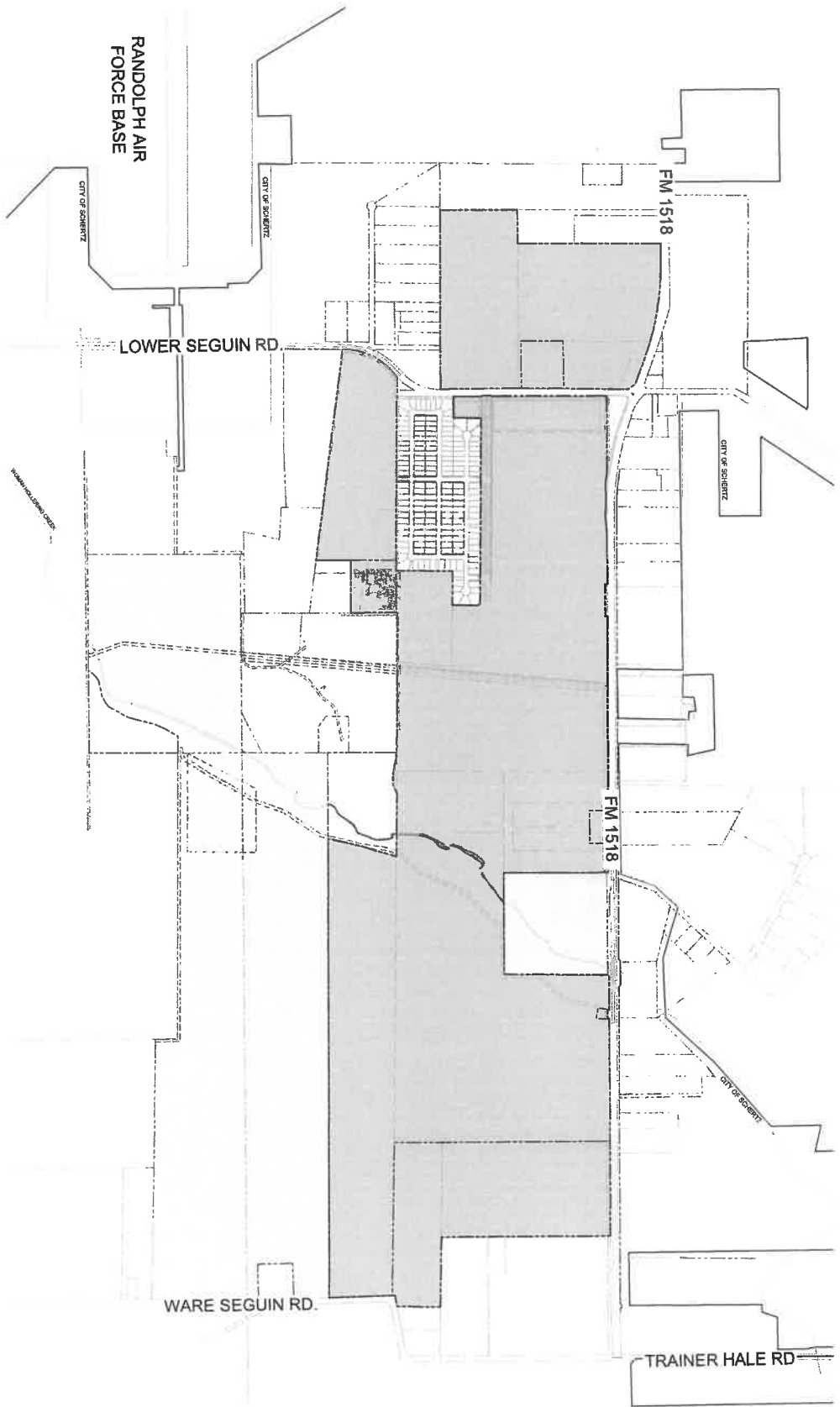
Notary Public in and for The State of Texas

My Commission Expires: _____



LOWER SEGUN ROAD
COST SHARING EXHIBIT





THE CROSSVINE MASTERPLAN
ZONING EXHIBIT

MALONE ★ WHEELER
 INC. & P.C.
 5113 Castleberry Place, Suite 200
 Austin, Texas 78724
 Phone: (512) 899-6400 Fax: (512) 899-6455
 Email: malone@mwplc.com