



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 with the exception of contracts for the sales of lots in ordinary course and dedications of utility and public improvements (unrelated to this Agreement) in the ordinary course of business.

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

- a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, a roadway segment improvements more particularly shown on Exhibit “B” and in the “Construction Plans” approved March 11, 2022 and that are included as part of the application for final plat approval for the subdivision titled Homestead Subdivision Unit 9 (such improvements shall be referred to herein as the “Improvements”).
- b) The Improvements shall be built and completed in accordance with City design standards within three years (3 years) after the Final Plat Recordation.
- c) The cost of the uncompleted Improvements for Homestead Subdivision Unit 9 is estimated to be One-Hundred and Ninety-Four Thousand, Six-Hundred and Sixteen and Ten Cents (\$194,616.10), (the “Cost Estimate”), as more particularly shown on Exhibit “C” 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 the Final Plat Recordation, Owner shall provide to the City, concurrent with the execution of this Agreement, surety in the form attached hereto as Exhibit “D” (the “Surety”) in an amount equal to 125% of the Cost Estimate amount Two-Hundred and Forty-Three Thousand, Two-Hundred and Seventy Dollars and 13 Cents (243,070.13), (the “Improvement Funds”).
- e) Owner agrees within three years (3 years) of the Final Plat Recordation to complete the construction of the Improvements in accordance with the Construction Plans and in full compliance with 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 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. D., and Owner provides a warranty bond which may name the contractor as the principal (to expire twenty-four (24) months following such acceptance) which shall be exactly twenty percent (20%) of the total cost of construction of all the Improvements.

- f) In the event Owner fails to fully complete construction of the Improvements within three years (3 years) subject to subsection h) below, of the Final Plat Recordation in the manner prescribed herein, City may declare this Agreement to be in default and at the City's sole discretion:
  - (i) require that all Improvements be installed by 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 owner 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 30 days of the City's acceptance of the Improvements, the City shall release the Surety to Owner and the Parties shall have no further obligation to each other under this Agreement.
- h) If Owner can document an inability to complete these improvements within the three (3) year timeframe due to causes beyond Owner's control, City will in good faith consider an extension.

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:

ILF N-T Owner, LP  
500 Boylston Street  
Boston, MA 02116  
Attention: Jesse Baker

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**

ILF N-T Owner, LP,  
a Delaware limited partnership

By: ILF N-T GP, LLC,  
a Delaware limited liability company,  
its General Partner

By: ILF N-T Holdings, LLC,  
a Delaware limited liability company,  
its Sole Member

By: FCA Nor-Tex, LLC  
a Delaware limited liability company,  
its Administrative Member

By: \_\_\_\_\_

Name:

Title: Authorized Signatory

**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: Steven Williams, its City Manager

Date: \_\_\_\_\_

THE STATE OF TEXAS           §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2023 by Steven Williams, 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

Approved Final Plat Exhibit  
and  
Legal Metes and Bounds

*[ See attached ]*



PLANNING & COMMUNITY  
DEVELOPMENT

February 11, 2022

ILF N-T Owner, LP  
500 Boylston Street, Suite 2010  
Boston, Massachusetts, 02116  
RE: PC2022-008 Homestead Unit 9

via email: [contracts@freeholdcm.com](mailto:contracts@freeholdcm.com)

Dear Property Owner,

The City of Schertz Planning and Zoning Commission met on February 9, 2022 and has approved your application for the Homestead Unit 9 Final Plat.

Please provide the Planning office with the following to record your plat in Guadalupe County:

1. 1 CD with pdf. and AutoCAD drawings
2. 1 Set of 18" by 24" paper set for City
3. Original certified tax certificate(s)
4. Tax receipt(s) A check made payable to "Guadalupe County Clerk". Please use the following fee schedule from Guadalupe County to calculate the total amount to be listed on the check:
  - a. \$121.00 for the first plat page
  - b. \$100.00 for each additional plat page
  - c. \$4.00 for each tax certificate for the property (Please note that the tax certificates provided should encompass the full acreage that is included within the final exhibit)

*\*\*\*Please note that if a personal check is provided, the date of birth and the driver's license number will be needed\*\*\**

***Please be aware that roadway impact fees may be collected at time of new construction building permit.***

The tree affidavit submitted indicates that no protected or heritage trees will be disturbed or removed, thus no fees are due.

This proposed development requires installation of public infrastructure improvements; please review the Unified Development Code, Sec. 21.4.15 Public Infrastructure Improvements Construction Plans and Community Facilities Agreements as it relates to performance and maintenance bond requirements.

The approval for the final plat shall remain in effect for a period of 2 years after the date the application was approved. If the final plat is not recorded within the two (2) year period, the final plat shall expire.

If you should have any questions or concerns, please feel free to contact me at 210-619-1782.

Sincerely,

Megan Harrison  
Planner

cc: Behdad Zahrooni, Malone/Wheeler, Inc., via email [behdadz@malonewheeler.com](mailto:behdadz@malonewheeler.com)



**AREA TABLES**

BLOCK 16 RESUBDIVISION		BLOCK 17 RESUBDIVISION		BLOCK 18 RESUBDIVISION	
LOT	ACRES	LOT	ACRES	LOT	ACRES
1	0.21	1	0.21	1	0.21
2	0.21	2	0.21	2	0.21
3	0.21	3	0.21	3	0.21
4	0.21	4	0.21	4	0.21
5	0.21	5	0.21	5	0.21
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**LINE AND CURVE TABLES**

LINE NO.	START POINT	END POINT	BEARING	DISTANCE	CURVE DATA
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RECORDING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM, NAD83/UTM ZONE 16QUTQ08



**Delta Survey Group Inc.**  
 8213 BROOKS LANE STE 100 AUSTIN TX 78740  
 OFFICE (512) 252-0700 FAX (512) 252-0204  
 TRIPLE FIDELITY 10004700  
 PREPARATION DATE: 08/20/23

FINAL SUBDIVISION PLAT OF HOMESTEAD SUBDIVISION UNIT 9 BEING 16.70 ACRES OUT OF THE J. F. ZEPEDA SURVEY NUMBER 257, ABSTRACT 471, GUADALUPE COUNTY, TEXAS, BEING A REMAINDER OF A CALLED 522.18 ACRES CONVEYED TO ILF N-T OWNER, LP., DESCRIBED IN DOCUMENT NUMBER 2014022581, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS

Homestead Subdivision Unit 9  
16.70 Acres

**DESCRIPTION OF A 16.70 ACRE TRACT, PREPARED BY DELTA SURVEY GROUP INC., IN JANUARY 2021, LOCATED IN THE P. SAN MIGUEL SURVEY NO. 256, ABSTRACT NO. 227, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 522.18 ACRE TRACT CONVEYED TO ILF N-T OWNER, LP., AND DESCRIBED IN DOCUMENT NUMBER 2014022581, OFFICIAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS, SAID 16.70 ACRE TRACT, AS SHOWN ON ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**COMMENCING** at a ½ inch iron rod with "KFW" cap found for the northwest corner of said remainder tract, same being in the east line of The Links at Scenic Hills Unit 1, a subdivision of record in Volume 7, Page 369, Official Public Records, Guadalupe County, Texas, and also being the southwest corner of a called 23.76 acre tract conveyed to Board of Trustees of the Shertz-Cibolo-Universal City Independent School District, described in Volume 4176, Page 283, Official Public Records, Guadalupe County, Texas, for the **POINT OF COMMENCEMENT**, from which a ½ inch iron rod with "KFW" cap found in the north line of said remainder tract, same being the south line of said 23.76 acre tract, bears N79°12'55"E, a distance of 596.06 feet;

**THENCE** crossing said remainder tract, S50°55'53"E, a distance of 1170.48 feet to a calculated point for the **POINT OF BEGINNING**;

**THENCE** continuing to cross said remainder tract, the following fifty-eight (58) courses and distances:

1. N25°18'06"E, a distance of 50.00 feet to a calculated point,
2. N26°38'38"E, a distance of 157.34 feet to a calculated point,
3. N26°43'24"E, a distance of 39.72 feet to a calculated point,
4. N28°12'01"E, a distance of 39.73 feet to a calculated point,
5. N30°13'20"E, a distance of 41.09 feet to a calculated point,
6. N32°16'42"E, a distance of 41.09 feet to a calculated point,
7. N34°20'04"E, a distance of 41.09 feet to a calculated point,
8. N36°23'25"E, a distance of 41.09 feet to a calculated point,
9. N38°26'47"E, a distance of 41.09 feet to a calculated point,
10. N40°30'09"E, a distance of 41.09 feet to a calculated point,
11. N42°37'38"E, a distance of 43.83 feet to a calculated point,
12. N44°49'13"E, a distance of 43.83 feet to a calculated point,
13. N47°00'48"E, a distance of 43.83 feet to a calculated point,
14. N49°12'24"E, a distance of 43.83 feet to a calculated point,
15. N51°23'59"E, a distance of 43.83 feet to a calculated point,
16. N53°35'34"E, a distance of 43.83 feet to a calculated point,
17. N55°53'56"E, a distance of 48.33 feet to a calculated point,
18. N58°19'03"E, a distance of 48.33 feet to a calculated point,
19. with the arc of a curve to the right an arc distance of 106.04 feet, through a central angle of 01°36'26", having a radius of 3780.00 feet, and whose chord bears S28°16'39"E, a distance of 106.04 feet to a calculated point,
20. with the arc of a curve to the right an arc distance of 22.50 feet, through a central angle of

## Homestead Subdivision Unit 9

16.70 Acres

- 85°57'05", having a radius of 15.00 feet, and whose chord bears S15°30'07"W, a distance of 20.45 feet to a calculated point,
21. with the arc of a curve to the left an arc distance of 27.99 feet, through a central angle of 01°33'52", having a radius of 1025.00 feet, and whose chord bears S57°41'43"W, a distance of 27.99 feet to a calculated point,
  22. S33°05'13"E, a distance of 50.00 feet to a calculated point,
  23. with the arc of a curve to the right an arc distance of 20.00 feet, through a central angle of 01°10'31", having a radius of 975.00 feet, and whose chord bears N57°30'03"E, a distance of 20.00 feet to a calculated point,
  24. with the arc of a curve to the right an arc distance of 25.04 feet, through a central angle of 95°39'35", having a radius of 15.00 feet, and whose chord bears S74°04'54"E, a distance of 22.23 feet to a calculated point,
  25. with the arc of a curve to the right an arc distance of 20.33 feet, through a central angle of 00°18'30", having a radius of 3780.00 feet, and whose chord bears S26°05'52"E, a distance of 20.33 feet to a calculated point,
  26. N64°03'23"E, a distance of 50.00 feet to a calculated point,
  27. with the arc of a curve to the left an arc distance of 15.00 feet, through a central angle of 00°13'28", having a radius of 3830.00 feet, and whose chord bears N26°03'21"W, a distance of 15.00 feet to a calculated point,
  28. N63°05'02"E, a distance of 120.01 feet to a calculated point,
  29. with the arc of a curve to the right an arc distance of 703.75 feet, through a central angle of 10°12'29", having a radius of 3950.00 feet, and whose chord bears S21°05'12"E, a distance of 702.82 feet to a calculated point,
  30. with the arc of a curve to the right an arc distance of 58.33 feet, through a central angle of 07°10'04", having a radius of 466.25 feet, and whose chord bears S12°23'56"E, a distance of 58.29 feet to a calculated point,
  31. S08°48'53"E, a distance of 100.03 feet to a calculated point,
  32. with the arc of a curve to the left an arc distance of 116.27 feet, through a central angle of 40°07'58", having a radius of 166.00 feet, and whose chord bears S34°37'30"W, a distance of 113.91 feet to a calculated point,
  33. S72°45'04"W, a distance of 4.34 feet to a calculated point,
  34. S17°14'56"E, a distance of 31.00 feet to a calculated point,
  35. S72°45'04"W, a distance of 34.96 feet to a calculated point,
  36. S12°56'39"E, a distance of 85.61 feet to a calculated point,
  37. S81°20'42"W, a distance of 62.56 feet to a calculated point,
  38. with the arc of a curve to the left an arc distance of 103.77 feet, through a central angle of 12°17'03", having a radius of 484.00 feet, and whose chord bears S75°12'11"W, a distance of 103.57 feet to a calculated point,
  39. with the arc of a curve to the left an arc distance of 207.75 feet, through a central angle of 17°52'54", having a radius of 665.67 feet, and whose chord bears S60°06'24"W, a distance of 206.91 feet to a calculated point,
  40. N38°50'19"W, a distance of 70.00 feet to a calculated point,
  41. with the arc of a curve to the right an arc distance of 16.82 feet, through a central angle of 01°18'41", having a radius of 735.00 feet, and whose chord bears N51°49'01"E, a distance of 16.82 feet to a calculated point,
  42. with the arc of a curve to the left an arc distance of 38.64 feet, through a central angle of

## Homestead Subdivision Unit 9

16.70 Acres

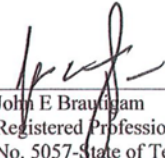
- 88°33'05", having a radius of 25.00 feet, and whose chord bears N08°11'49"E, a distance of 34.91 feet to a calculated point,
43. N36°04'43"W, a distance of 80.33 feet to a calculated point,
  44. with the arc of a curve to the left an arc distance of 23.69 feet, through a central angle of 90°29'33", having a radius of 15.00 feet, and whose chord bears N81°19'30"W, a distance of 21.30 feet to a calculated point,
  45. with the arc of a curve to the left an arc distance of 49.25 feet, through a central angle of 03°18'02", having a radius of 855.00 feet, and whose chord bears S51°46'42"W, a distance of 49.25 feet to a calculated point,
  46. N38°22'08"W, a distance of 175.85 feet to a calculated point,
  47. N56°27'47"E, a distance of 36.22 feet to a calculated point,
  48. N19°40'53"W, a distance of 255.72 feet to a calculated point,
  49. N30°11'26"W, a distance of 201.18 feet to a calculated point,
  50. S26°38'38"W, a distance of 162.57 feet to a calculated point,
  51. with the arc of a curve to the left an arc distance of 23.58 feet, through a central angle of 90°03'11", having a radius of 15.00 feet, and whose chord bears S18°22'58"E, a distance of 21.22 feet to a calculated point,
  52. with the arc of a curve to the right an arc distance of 12.00 feet, through a central angle of 05°30'08", having a radius of 125.00 feet, and whose chord bears S60°39'29"E, a distance of 12.00 feet to a calculated point,
  53. S32°05'36"W, a distance of 50.00 feet to a calculated point,
  54. with the arc of a curve to the left an arc distance of 27.60 feet, through a central angle of 105°25'51", having a radius of 15.00 feet, and whose chord bears S69°22'40"W, a distance of 23.87 feet to a calculated point,
  55. N73°20'15"W, a distance of 50.00 feet to a calculated point,
  56. with the arc of a curve to the right an arc distance of 12.15 feet, through a central angle of 01°32'50", having a radius of 450.00 feet, and whose chord bears N17°26'09"E, a distance of 12.15 feet to a calculated point,
  57. with the arc of a curve to the left an arc distance of 21.71 feet, through a central angle of 82°54'29", having a radius of 15.00 feet, and whose chord bears N23°14'40"W, a distance of 19.86 feet to a calculated point, and

Homestead Subdivision Unit 9  
16.70 Acres

58. N64°41'54"W, a distance of 108.54 feet to the **POINT OF BEGINNING** and containing  
16.70 acres of land, more or less.

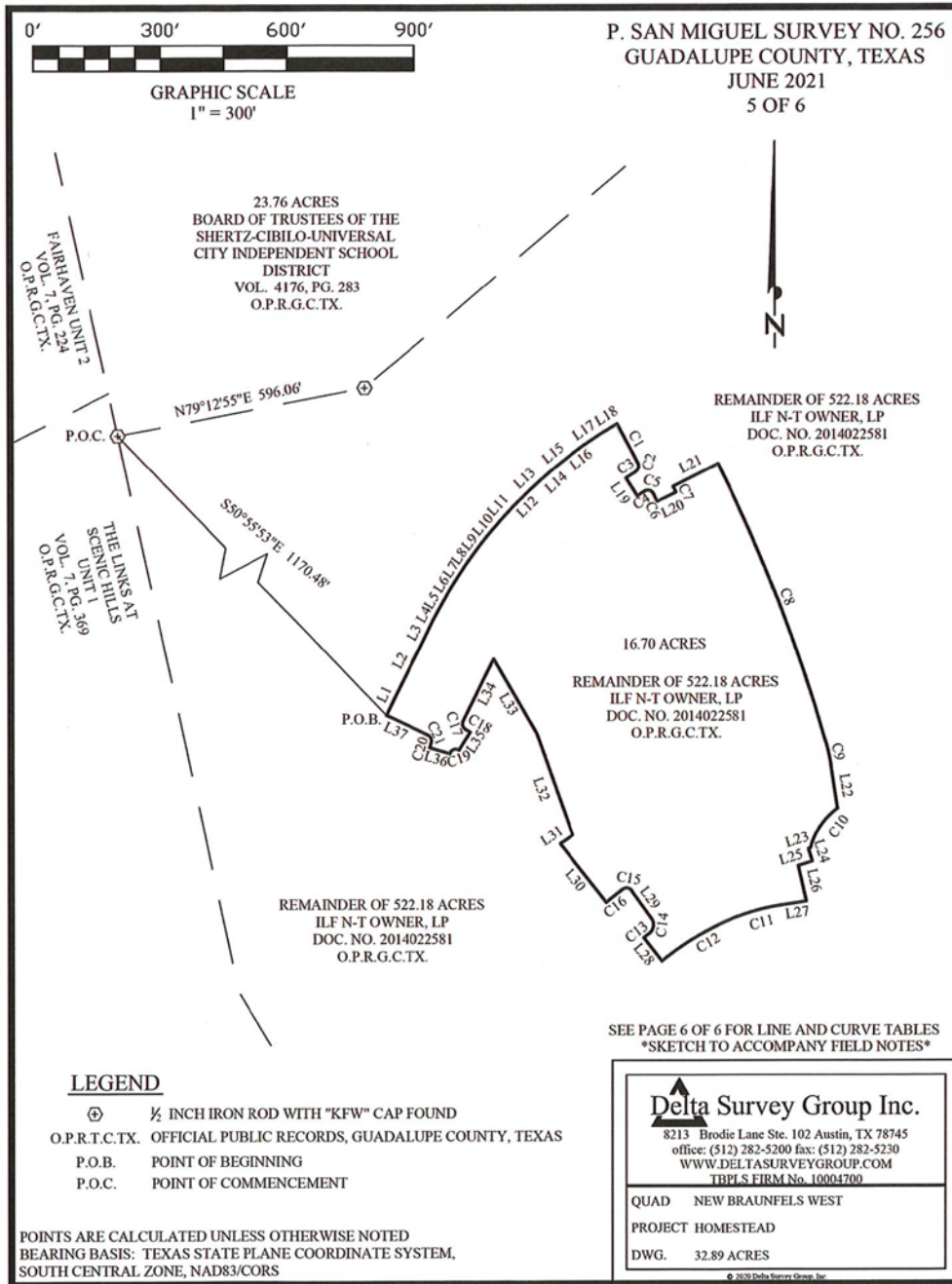
**BEARING BASIS:** Texas State Plane Coordinate System, South Central Zone, NAD83/CORS

6-3-21  
Date

  
\_\_\_\_\_  
John E. Brautigam  
Registered Professional Land Surveyor  
No. 5057 - State of Texas




Delta Survey Group, Inc.  
8213 Brodie Lane, Suite 102  
Austin, Texas 78745  
TBPLS Firm No. 10004700



LINE AND CURVE TABLES

LINE	BEARING	DISTANCE
L1	N25°18'06"E	50.00'
L2	N26°38'38"E	157.34'
L3	N26°43'24"E	39.72'
L4	N28°12'01"E	39.73'
L5	N30°13'20"E	41.09'
L6	N32°16'42"E	41.09'
L7	N34°20'04"E	41.09'
L8	N36°23'25"E	41.09'
L9	N38°26'47"E	41.09'
L10	N40°30'09"E	41.09'
L11	N42°37'38"E	43.83'
L12	N44°49'13"E	43.83'
L13	N47°00'48"E	43.83'
L14	N49°12'24"E	43.83'
L15	N51°23'59"E	43.83'
L16	N53°35'34"E	43.83'
L17	N55°53'56"E	48.33'
L18	N58°19'03"E	48.33'
L19	S33°05'13"E	50.00'
L20	N64°03'23"E	50.00'
L21	N63°05'02"E	120.01'
L22	S08°48'53"E	100.03'
L23	S72°45'04"W	4.34'
L24	S17°14'56"E	31.00'
L25	S72°45'04"W	34.96'
L26	S12°56'39"E	85.61'
L27	S81°20'42"W	62.56'
L28	N38°50'19"W	70.00'
L29	N36°04'43"W	80.33'
L30	N38°22'08"W	175.85'
L31	N56°27'47"E	36.22'
L32	N19°40'53"W	255.72'
L33	N30°11'26"W	201.18'
L34	S26°38'38"W	162.57'
L35	S32°05'36"W	50.00'
L36	N73°20'15"W	50.00'
L37	N64°41'54"W	108.54'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	3780.00'	106.04'	106.04'	S28°16'39"E	1°36'26"
C2	15.00'	22.50'	20.45'	S15°30'07"W	85°57'05"
C3	1025.00'	27.99'	27.99'	S57°41'43"W	1°33'52"
C4	975.00'	20.00'	20.00'	N57°30'03"E	1°10'31"
C5	15.00'	25.04'	22.23'	S74°04'54"E	95°39'35"
C6	3780.00'	20.33'	20.33'	S26°05'52"E	0°18'30"
C7	3830.00'	15.00'	15.00'	N26°03'21"W	0°13'28"
C8	3950.00'	703.75'	702.82'	S21°05'12"E	10°12'29"
C9	466.25'	58.33'	58.29'	S12°23'56"E	7°10'04"
C10	166.00'	116.27'	113.91'	S34°37'30"W	40°07'58"
C11	484.00'	103.77'	103.57'	S75°12'11"W	12°17'03"
C12	665.67'	207.75'	206.91'	S60°06'24"W	17°52'54"
C13	735.00'	16.82'	16.82'	N51°49'01"E	1°18'41"
C14	25.00'	38.64'	34.91'	N08°11'49"E	88°33'05"
C15	15.00'	23.69'	21.30'	N81°19'30"W	90°29'33"
C16	855.00'	49.25'	49.25'	S51°46'42"W	3°18'02"
C17	15.00'	23.58'	21.22'	S18°22'58"E	90°03'11"
C18	125.00'	12.00'	12.00'	S60°39'29"E	5°30'08"
C19	15.00'	27.60'	23.87'	S69°22'40"W	105°25'51"
C20	450.00'	12.15'	12.15'	N17°26'09"E	1°32'50"
C21	15.00'	21.71'	19.86'	N23°14'40"W	82°54'29"

 Delta Survey Group Inc.

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 TDEI-S FIRM No. 10004700

QUAD NEW BRAUNFELS WEST  
 PROJECT HOMESTEAD  
 DWG. 32.89 ACRES

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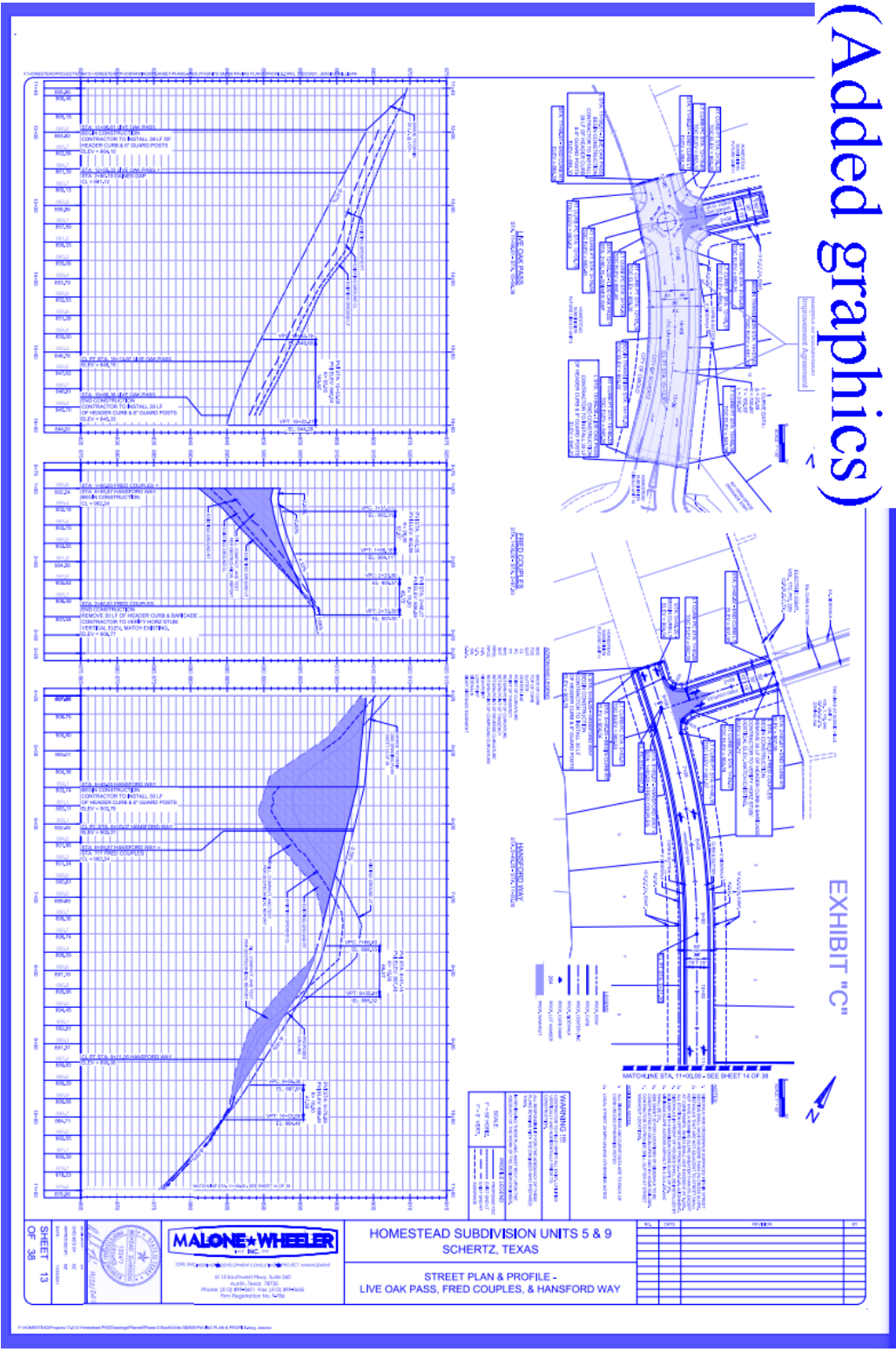
**EXHIBIT “B”**

The Improvements

*[ See attached ]*



(Added graphics)



**EXHIBIT "C"**

The Cost Estimate

*[ See attached ]*

# (Added graphics)



CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

Firm Registration No. F786

## HOMESTEAD UNITS 5 & 9 - SUNDOWN PARKWAY - SURFACE IMPROVEMENTS

Engineer's Opinion of Probable Cost

SCHERTZ, TEXAS

MOBILIZATION / DEMOLITION / RELOCATE					
BID ITEM	DESCRIPTION	ENGINEER'S EST. QUANTITY	UNIT	UNIT PRICE	MASTER AMOUNT
DR1	Mobilization (2%)	1.00	LS	\$ 3,816.00	\$ 3,816.00
DR2	Remove Existing Header Curb and Barricade Post	30	LF	\$ 25.00	\$ 750.00
<b>SUBTOTAL DEMOLITION / RELOCATE</b>					<b>\$ 4,566.00</b>
PAVING AND GRADING IMPROVEMENTS					
BID ITEM	DESCRIPTION	ENGINEER'S EST. QUANTITY	UNIT	UNIT PRICE	MASTER AMOUNT
PG1	Geogrid Triax TX5	2,086	SY	\$ 4.35	\$ 9,074.10
PG2	Flexible Base 19" Thickness (Collector - N/S Collector Road)	2,086	SY	\$ 23.00	\$ 47,978.00
PG3	HMAC 3" Type "D" (Collector)	1,855	SY	\$ 15.00	\$ 27,825.00
PG4	Curb and Gutter	760	LF	\$ 17.00	\$ 12,920.00
PG5	Ribbon Curb & Timber Guard Post (@ street dead-ends)	92	LF	\$ 100.00	\$ 9,200.00
PG6	5' Sidewalk 4" Thickness (Developer)	373	LF	\$ 27.00	\$ 10,071.00
PG7	6' Sidewalk 4" Thickness (Developer)	322	LF	\$ 40.00	\$ 12,880.00
PG8	Pavement Marking and Signage	1.00	LS	\$ 2,500.00	\$ 2,500.00
<b>SUBTOTAL PAVING AND GRADING IMPROVEMENTS</b>					<b>\$ 132,448.10</b>
DRAINAGE IMPROVEMENTS					
BID ITEM	DESCRIPTION	ENGINEER'S EST. QUANTITY	UNIT	UNIT PRICE	MASTER AMOUNT
Storm Drain "G"					
SS-1	Trench Safety	267	LF	\$ 1.00	\$ 267.00
SS-2	18" RCP	53	LF	\$ 75.00	\$ 3,975.00
SS-3	24" RCP	214	LF	\$ 80.00	\$ 17,120.00
SS-4	10' Curb Inlet	2	EA	\$ 9,000.00	\$ 18,000.00
SS-5	10' Curb Inlet Extension	2	EA	\$ 6,500.00	\$ 13,000.00
<b>SUBTOTAL STORM DRAIN G IMPROVEMENTS</b>					<b>\$ 52,362.00</b>
EROSION AND SEDIMENTATION CONTROLS					
BID ITEM	DESCRIPTION	ENGINEER'S EST. QUANTITY	UNIT	UNIT PRICE	MASTER AMOUNT
ES1	Silt Fence	320	LF	\$ 4.50	\$ 1,440.00
ES2	ROW Revegetation	0.15	AC	\$ 4,000.00	\$ 600.00
ES3	Inlet Protection	160	LF	\$ 20.00	\$ 3,200.00
<b>SUBTOTAL EROSION AND SEDIMENTATION CONTROLS</b>					<b>\$ 5,240.00</b>
CONSTRUCTION COSTS SUMMARY					MASTER AMOUNT
SUBTOTAL DEMOLITION/RELOCATION IMPROVEMENTS					\$ 4,566.00
SUBTOTAL PAVING AND GRADING IMPROVEMENTS					\$ 132,448.10
SUBTOTAL DRAINAGE IMPROVEMENTS					\$ 52,362.00
SUBTOTAL EROSION AND SEDIMENTATION CONTROLS					\$ 5,240.00
<b>Total Cost:</b>					<b>\$ 194,616.10</b>

Notes:

- 1) This Engineer's Opinion of Probable Cost (OPC) is prepared to provide cost basis for a public improvement agreement for the purpose of Sundown Parkway (Station 11+96.61-15+66.32) surface improvements deferral. Sundown Parkway improvements are proposed with Homestead Subdivision Units 5&9 construction documents.
- 2) This OPC assumes all applicable earthwork completion with Homestead Subdivision Units 5&9 as designed and approved per construction documents.
- 3) This OPC assumes underground water main (Line E) completion with Homestead Subdivision Units 5&9 as designed and approved per construction documents.
- 4) Unit prices are from the latest contractor bids within Homestead Subdivision and may be subject to change.
- 5) This OPC excludes dry-utility improvements.

Firm Registration No. F786



**EXHIBIT “D”**

The Surety

*[ See attached ]*

<b>Summary report:</b>	
<b>Litera® Change-Pro for Word 10.14.0.46 Document comparison done on</b>	
<b>9/12/2022 5:06:41 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> Sub Impr Agr- Homestead 9 4 22 2022_3 CC Comments 6.16.22_4.docx	
<b>Modified filename:</b> Sub Impr Agr- Homestead 9 6 3 2022.docx	
<b>Changes:</b>	
<u>Add</u>	27
<u>Delete</u>	55
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
<u>Table Delete</u>	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	2
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>84</b>