

**RESOLUTION NO. 24-R-95**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING SUBDIVISION IMPROVEMENT AGREEMENTS FOR SADDLEBROOK UNITS 2, 3, 4 AND 6 IN THE CITY OF SCHERTZ, TEXAS, AND RELATED MATTERS IN CONNECTION THEREWITH**

**WHEREAS**, the Landowner desires to defer certain dedication and improvement obligation for Saddlebrook Units 2, 3, 4 and 6; and

**WHEREAS**, pursuant to Section 21.4.15 of the City's Unified Development Code, the obligation to dedicate and construct improvements for the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the improvements; and

**WHEREAS**, the City Council has determined that it is in the best interest of the City to authorize the City Manager to enter into Subdivision Improvement Agreements.

**NOW THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:**

Section 1. The City Council hereby authorizes the City Manager to execute the agreements generally in the form attached subject to approval of minor changes approved by the City Attorney as shown on Exhibit "A" and "B".

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2024.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheree Courney, Deputy City Secretary

**Exhibit A**  
**Subdivision Improvement Agreement Saddlebrook Units 2 and 3**



NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Parties, the Owner and the City agree as follows:

1. Ownership of the Property. The Owner and Builder hereby represent and warrant that, as of the Effective Date, they have 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 or they 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 and from the Owner to the Builder.

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 06/23/2023 and 08/01/2023 and that are included as part of the application for final plat approval for the subdivision titled **Saddlebrook Ranch Units 2 and 3**(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 **Saddlebrook Ranch Units 2 and 3** is estimated to be **Three Million Seventy-Five Thousand Seven Hundred Fourteen Dollars and Ninety One Cents (\$3,075,714.91)**, (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 **Three Million Eight Hundred Forty Four Thousand Six Hundred Forty-Three Dollars and Sixty Three Cents (\$3,844,643.63)** (the “Improvement Funds”).
- e) Owner agrees within one year (1 year) 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:

Jen Texas 32, LLC  
Attn: Trey Marsh  
8023 Vantage Drive, Suite 220  
San Antonio, TX 78230  
[trey.marsh@entradadev.com](mailto:trey.marsh@entradadev.com)

If to the Builder:

Ashton San Antonio Residential, LLC.  
Attn: Blake Harrington  
17319 San Pedro, Ste 140  
San Antonio, Texas 78232  
[Blake.Harrington@ashtonwoods.com](mailto:Blake.Harrington@ashtonwoods.com)

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**

**Signature Page to  
Improvement Agreement**

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

Owner:

Jen Texas 32, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of Jen Texas 32, 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 Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

**Builder:**

Ashton San Antonio Residential, LLC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE STATE OF TEXAS           §

§

COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of Ashton San Antonio Residential LLC, 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: Steven Williams, its City Manager

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 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 ]*

**EXHIBIT “B”**

The Improvements

*[ See attached ]*

**EXHIBIT “C”**

The Cost Estimate

*[ See attached ]*





**EXHIBIT “D”**

The Surety

*[ See attached ]*

**Exhibit B**  
**Subdivision Improvement Agreement Saddlebrook Units 4 and 6**

After Recording, Please Return To:  
City of Schertz  
1400 Schertz Parkway  
Schertz, Texas 78154  
Attention: City Manager

STATE OF TEXAS                   §  
  § KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF GUADALUPE       §

**IMPROVEMENT AGREEMENT  
SADDLEBROOK UNITS 4 AND 6– PUBLIC IMPROVEMENTS**

This IMPROVEMENT AGREEMENT (the “Agreement”) is by and between Jen Texas 32, LLC a limited liability company (the “Owner”), Ashton San Antonio Residential, L.L.C., a Texas limited liability company (the “Builder”) and the CITY OF SCHERTZ, a Texas municipal corporation (the “City”) and is effective upon the execution of this Agreement by the Owner and the City (the “Effective Date”); and

WHEREAS, the Owner is the owner of that certain real property located in the City of Schertz, Guadalupe County, Texas, more specifically described on **Exhibit “A”**, attached hereto and made a part hereof for all purposes (the “Property” or “Saddlebrook Ranch Units 4 and 6”); and

WHEREAS, the Owner seeks to develop a residential subdivision on the Property (the “Subdivision”) that requires the construction of certain public improvements: and

WHEREAS, this Agreement is made solely with respect to the final plats of **Saddlebrook Ranch Units 4 and 6** the preliminary plats of which was approved by the City of Schertz Planning and Zoning Commission on March 22, 2023; and

WHEREAS, pursuant to Section 21.4.15(C.) (2.) and (F.) (1) of the City’s Unified Development Code, the obligation to construct the public improvements that serve the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the public improvements; and

WHEREAS, the Owner seeks to defer the construction of the public improvements to a future date, not to exceed one year (1 year), after the recording of the final plat for **Saddlebrook Ranch Units 4 and 6** (the “Final Plat Recordation”) pursuant to this Agreement and Section 21.4.15 of the City’s Unified Development Code.

WHEREAS, the Builder has the Property under contract to purchase in order to develop residential homes and agrees to not sell the Property to future homeowners (Purchaser as defined below) until the acceptance of the public improvements.

NOW THEREFORE, in consideration of the agreements set forth herein and for other reciprocal good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and stipulated by the Parties, the Owner and the City agree as follows:

1. Ownership of the Property. The Owner and Builder hereby represent and warrant that, as of the Effective Date, they have 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 or they 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 and from the Owner to the Builder.

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 04/27/2023 that are included as part of the application for final plat approval for the subdivision titled Saddlebrook Ranch Units 4 and 6(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 Saddlebrook Ranch Units 4 and 6 is estimated to be **Three Million Seventy-Five Thousand Seven Hundred Fourteen Dollars and Ninety One Cents (\$3,075,714.91)**, (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 **Three Million Eight Hundred Forty Four Thousand Six Hundred Forty-Three Dollars and Sixty Three Cents (\$3,844,643.63)** (the “Improvement Funds”).
- e) Owner agrees within one year (1 year) 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:

Jen Texas 32, LLC  
Attn: Trey Marsh  
8023 Vantage Drive, Suite 220  
San Antonio, TX 78230  
[trey.marsh@entradadev.com](mailto:trey.marsh@entradadev.com)

If to the Builder:

Ashton San Antonio Residential, LLC.  
Attn: Blake Harrington  
17319 San Pedro, Ste 140  
San Antonio, Texas 78232  
[Blake.Harrington@ashtonwoods.com](mailto:Blake.Harrington@ashtonwoods.com)

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**

**Signature Page to  
Improvement Agreement**

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

Owner:

Jen Texas 32, LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF \_\_\_\_\_       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of Jen Texas 32, 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 Agreement has been executed by the Parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

**Builder:**

Ashton San Antonio Residential, LLC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE STATE OF TEXAS            §  
  §  
COUNTY OF \_\_\_\_\_        §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 by \_\_\_\_\_, the \_\_\_\_\_ of Ashton San Antonio Residential LLC, 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: Steven Williams, its City Manager

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024 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 ]*

**EXHIBIT “B”**

The Improvements

*[ See attached ]*

**EXHIBIT “C”**

The Cost Estimate

*[ See attached ]*





**EXHIBIT “D”**

The Surety

*[ See attached ]*