

RESOLUTION NO. 24-R-123

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING ROADWAY CAPITAL RECOVERY OFFSET AGREEMENTS WITH C5LC AT INTERSTATE 10, LLC and MERITAGE HOMES OF TEXAS, LLC FOR ROADWAY IMPACT FEE CREDITS FOR THE EXTENSION OF SYSTEM ROADWAYS AND OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, C5LC at Interstate 10, LLC is the developer of the C5LC at I-10 project generally at IH-10 and Loop 1604; and

WHEREAS, Meritage Homes of Texas, LLC is the developer of the Carmel Ranch single family residential subdivision; and

WHEREAS, the Developers intend to construct public roadways that are system facilities; and

WHEREAS, in accordance with Ordinance 18-M-13 Roadway Capital Recovery Fees and as amended , the City shall offset the reasonable value of system facilities through an offset agreement.

WHEREAS, the Parties wish to amend and correct the Wastewater CCN Transfer Agreement.

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

Section 1. The City Council hereby authorizes the City Manager to enter into roadway offset agreements with C5LC at Interstate 10, LLC and Meritage Homes of Texas, LLC, as generally as attached hereto as Exhibit "A" and Exhibit "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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 ____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

Exhibit "A"

THE STATE OF TEXAS §

§

BEXAR COUNTY §

CORE5 LOGISTICS CENTER AT INTERSTATE 10

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

This agreement (“**AGREEMENT**”) is made by and between the City of Schertz, (hereinafter “**CITY**”) a Texas Home Rule municipality and C5LC AT INTERSTATE 10, LLC (hereinafter “**DEVELOPER**”) a Limited Partnership created under the laws of Texas, collectively, the “**PARTIES**”.

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 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, CITY and DEVELOPER desire to enter into an agreement in order to memorialize Roadway construction obligations and Roadway Capital Recovery Fee Credits achieved by the Developer for reasonable and necessary cost of the capital improvement or facility expansion it incurred.

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.

PROJECT DESCRIPTION

- A. Project. The project is The Core5 Logistics Center at Interstate 10.
- B. Location. The project is located at the northwest corner of IH-10 and Scenic Lake Drive, as more precisely described in *Exhibit "A"*.

Article II.

ROADWAY CAPITAL RECOVERY FEES

- A. Roadway Capital Recovery Fees. The Roadway Capital Recovery Fees for the project are currently assessed at \$2,386.93 per service unit based on the anticipated plat filing date.

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**").

Article IV.

ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

- A. Roadway Capital Recovery Fee Offset Credit Calculation.
 - i. The total number of service unit equivalents of capacity supplied by the system facilities contributed by the DEVELOPER within the City of Schertz is estimated to be 697 service units. Additionally, the developer is constructing facilities that directly connect, but are outside of the City and add approximately 368 more service units of capacity that benefit the City. The road sections that the Developer is going to construct per this agreement are depicted in *Exhibit "B"*.
 - ii. The estimated number of vehicle miles of demand can vary significantly depending on the actual land use type mix developed but could be as high as 6,543 vehicle-miles. .
 - iii. Given that the estimated number of service units being supplied by the system facilities contributed by the DEVELOPER is likely to be roughly equal to the number of vehicle miles being added to the system, the likely mix and size of land uses to be developed and the Developer's desire for clarify as to costs, the CITY and the DEVELOPER agree

that no roadway impact fees shall be due from the development within the Project and no excess offsets shall be reimbursed by the CITY.

Article V.

MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

1. CITY and DEVELOPER acknowledge that the Prior Agreement is hereby replaced in its entirety by this Agreement.
2. 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.
3. 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.
4. 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 Guadalupe County, Texas. Venue for any action arising under this AGREEMENT shall lie in the state district courts of Guadalupe County, Texas.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. Execution of AGREEMENT.
 - a) City Council has authorized the City Manager to execute this AGREEMENT on behalf of the CITY, as evidenced by Resolution [23-R-XXXX], dated XXXXXXXX XX, 2022.3
 - b) Linda Booker is authorized to execute this AGREEMENT on of the Developer.
12. Exhibits and Attachments. All Exhibits and Attachments referenced in this AGREEMENT are attached hereto and incorporated herein for all purposes.
13. 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.

14. **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.
15. **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.
16. **Immunities and defenses.**
 - a) 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.
 - b) 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.
17. **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.
18. **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: C5LC AT INTERSTATE 10, LLC
Attn: Linda Booker
1230 Peachtree Street, NE Suite 3560
Atlanta, GA 30309

WITH COPY TO LEGAL COUNSEL:

XXXX

XXXX

XXXX

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

19. **Ordinance Applicability.** The signatories hereto shall be subject to all ordinances of the CITY, 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 unless specifically enumerated herein.
20. **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.
21. **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.

[Page Ends Here – Signature Pages Follow]

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

DEVELOPER:

C5LC at Interstate 10, LLC

By: _____

Name: _____

Title: Authorized Signatory

Date: _____

The State of Texas

County of Bexar

This instrument was acknowledged before me on the ____ day of _____, 2023
by _____ the _____ of C5LC at Interstate 10, LLC, on behalf
of said limited liability company.

(Personalized Seal)

Notary Public's Signature

CITY:

CITY OF SCHERTZ, TEXAS,

BY: _____

Date: _____

ATTEST:

Exhibit “A”

The Property

STATE OF GEORGIA
COUNTY OF FULTON

THE CHANGES TO THIS PLAN, SHOWN ON THE PLAN IN RED, ARE THROUGHOUT DAILY AUTHORIZED AS PRIVATE TO BE USED BY THE PUBLIC, EXCEPT AREAS DESIGNATED AS PRIVATE OR PART OF AN EXCLUSIVE PLANNED DEVELOPMENT, FOREVER ALL RIGHTS, PLACES THEREIN SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNERS/DEVELOPER: CREC AT INTERSTATE 10, LLC
INDIA ROCKER
1700 W. WINDY HILL STREET, SUITE 3540
ATLANTA, GA 30329

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED INDIA ROCKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND I HAVE EXAMINED THE INSTRUMENT INTO THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

I, THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF SAN ANTONIO, TEXAS, HEREBY CERTIFY THAT THE SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ORDINANCES OF THE CITY OF SAN ANTONIO, TEXAS, AS REQUIRED BY SUCH COMMISSION, DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____ CITY ENGINEER

THIS PLAN OF CONSIDERABLE CENTER AT INTERSTATE 10 HAS BEEN PREPARED BY THE UNDERSIGNED AND I HEREBY CERTIFY THAT THE PLAN IS APPROVED BY SUCH COMMISSION, DATED THIS _____ DAY OF _____, A.D. 2023.

BY: _____ CHAIRPERSON
SECRETARY



SUBDIVISION PLAT
ESTABLISHING

CORES LOGISTICS CENTER AT INTERSTATE 10

THIS IS A 142.784 ACRES TRACT PLAT FOR THE CORES LOGISTICS CENTER SURVEY NO. 37, ABSTRACT NO. 45, THE JEFFREY B. HILL SURVEY NO. 102, ABSTRACT NO. 208, AND THE JOHNS SUPERIOR SURVEY NO. 314, ABSTRACT NO. 628, SAME BEING ALL OF A 141.728 ACRES TRACT, AND A PORTION OF A 200.00 ACRES TRACT RECORDED IN RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1-2, 3-4, 5-6, 7-8, 9-10, 11-12, 13-14, 15-16, 17-18, 19-20, 21-22, 23-24, 25-26, 27-28, 29-30, 31-32, 33-34, 35-36, 37-38, 39-40, 41-42, 43-44, 45-46, 47-48, 49-50, 51-52, 53-54, 55-56, 57-58, 59-60, 61-62, 63-64, 65-66, 67-68, 69-70, 71-72, 73-74, 75-76, 77-78, 79-80, 81-82, 83-84, 85-86, 87-88, 89-90, 91-92, 93-94, 95-96, 97-98, 99-100, 101-102, 103-104, 105-106, 107-108, 109-110, 111-112, 113-114, 115-116, 117-118, 119-120, 121-122, 123-124, 125-126, 127-128, 129-130, 131-132, 133-134, 135-136, 137-138, 139-140, 141-142, 143-144, 145-146, 147-148, 149-150, 151-152, 153-154, 155-156, 157-158, 159-160, 161-162, 163-164, 165-166, 167-168, 169-170, 171-172, 173-174, 175-176, 177-178, 179-180, 181-182, 183-184, 185-186, 187-188, 189-190, 191-192, 193-194, 195-196, 197-198, 199-200, 201-202, 203-204, 205-206, 207-208, 209-210, 211-212, 213-214, 215-216, 217-218, 219-220, 221-222, 223-224, 225-226, 227-228, 229-230, 231-232, 233-234, 235-236, 237-238, 239-240, 241-242, 243-244, 245-246, 247-248, 249-250, 251-252, 253-254, 255-256, 257-258, 259-260, 261-262, 263-264, 265-266, 267-268, 269-270, 271-272, 273-274, 275-276, 277-278, 279-280, 281-282, 283-284, 285-286, 287-288, 289-290, 291-292, 293-294, 295-296, 297-298, 299-300, 301-302, 303-304, 305-306, 307-308, 309-310, 311-312, 313-314, 315-316, 317-318, 319-320, 321-322, 323-324, 325-326, 327-328, 329-330, 331-332, 333-334, 335-336, 337-338, 339-340, 341-342, 343-344, 345-346, 347-348, 349-350, 351-352, 353-354, 355-356, 357-358, 359-360, 361-362, 363-364, 365-366, 367-368, 369-370, 371-372, 373-374, 375-376, 377-378, 379-380, 381-382, 383-384, 385-386, 387-388, 389-390, 391-392, 393-394, 395-396, 397-398, 399-400, 401-402, 403-404, 405-406, 407-408, 409-410, 411-412, 413-414, 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637-638, 639-640, 641-642, 643-644, 645-646, 647-648, 649-650, 651-652, 653-654, 655-656, 657-658, 659-660, 661-662, 663-664, 665-666, 667-668, 669-670, 671-672, 673-674, 675-676, 677-678, 679-680, 681-682, 683-684, 685-686, 687-688, 689-690, 691-692, 693-694, 695-696, 697-698, 699-700, 701-702, 703-704, 705-706, 707-708, 709-710, 711-712, 713-714, 715-716, 717-718, 719-720, 721-722, 723-724, 725-726, 727-728, 729-730, 731-732, 733-734, 735-736, 737-738, 739-740, 741-742, 743-744, 745-746, 747-748, 749-750, 751-752, 753-754, 755-756, 757-758, 759-760, 761-762, 763-764, 765-766, 767-768, 769-770, 771-772, 773-774, 775-776, 777-778, 779-780, 781-782, 783-784, 785-786, 787-788, 789-790, 791-792, 793-794, 795-796, 797-798, 799-800, 801-802, 803-804, 805-806, 807-808, 809-810, 811-812, 813-814, 815-816, 817-818, 819-820, 821-822, 823-824, 825-826, 827-828, 829-830, 831-832, 833-834, 835-836, 837-838, 839-840, 841-842, 843-844, 845-846, 847-848, 849-850, 851-852, 853-854, 855-856, 857-858, 859-860, 861-862, 863-864, 865-866, 867-868, 869-870, 871-872, 873-874, 875-876, 877-878, 879-880, 881-882, 883-884, 885-886, 887-888, 889-890, 891-892, 893-894, 895-896, 897-898, 899-900, 901-902, 903-904, 905-906, 907-908, 909-910, 911-912, 913-914, 915-916, 917-918, 919-920, 921-922, 923-924, 925-926, 927-928, 929-930, 931-932, 933-934, 935-936, 937-938, 939-940, 941-942, 943-944, 945-946, 947-948, 949-950, 951-952, 953-954, 955-956, 957-958, 959-960, 961-962, 963-964, 965-966, 967-968, 969-970, 971-972, 973-974, 975-976, 977-978, 979-980, 981-982, 983-984, 985-986, 987-988, 989-990, 991-992, 993-994, 995-996, 997-998, 999-1000, 1001-1002, 1003-1004, 1005-1006, 1007-1008, 1009-1010, 1011-1012, 1013-1014, 1015-1016, 1017-1018, 1019-1020, 1021-1022, 1023-1024, 1025-1026, 1027-1028, 1029-1030, 1031-1032, 1033-1034, 1035-1036, 1037-1038, 1039-1040, 1041-1042, 1043-1044, 1045-1046, 1047-1048, 1049-1050, 1051-1052, 1053-1054, 1055-1056, 1057-1058, 1059-1060, 1061-1062, 1063-1064, 1065-1066, 1067-1068, 1069-1070, 1071-1072, 1073-1074, 1075-1076, 1077-1078, 1079-1080, 1081-1082, 1083-1084, 1085-1086, 1087-1088, 1089-1090, 1091-1092, 1093-1094, 1095-1096, 1097-1098, 1099-1100, 1101-1102, 1103-1104, 1105-1106, 1107-1108, 1109-1110, 1111-1112, 1113-1114, 1115-1116, 1117-1118, 1119-1120, 1121-1122, 1123-1124, 1125-1126, 1127-1128, 1129-1130, 1131-1132, 1133-1134, 1135-1136, 1137-1138, 1139-1140, 1141-1142, 1143-1144, 1145-1146, 1147-1148, 1149-1150, 1151-1152, 1153-1154, 1155-1156, 1157-1158, 1159-1160, 1161-1162, 1163-1164, 1165-1166, 1167-1168, 1169-1170, 1171-1172, 1173-1174, 1175-1176, 1177-1178, 1179-1180, 1181-1182, 1183-1184, 1185-1186, 1187-1188, 1189-1190, 1191-1192, 1193-1194, 1195-1196, 1197-1198, 1199-1200, 1201-1202, 1203-1204, 1205-1206, 1207-1208, 1209-1210, 1211-1212, 1213-1214, 1215-1216, 1217-1218, 1219-1220, 1221-1222, 1223-1224, 1225-1226, 1227-1228, 1229-1230, 1231-1232, 1233-1234, 1235-1236, 1237-1238, 1239-1240, 1241-1242, 1243-1244, 1245-1246, 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STATE OF TEXAS
COUNTY OF BEXAR

THE SIGNER OF THIS INSTRUMENT ON THE DATE OF THIS INSTRUMENT IS THE PUBLIC, EXCEPT AS INDICATED OTHERWISE, TO THE USE OF SUCH LAND FOR THE PURPOSES OF DEVELOPMENT, FOR ALL STREETS, PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

OWNER/DEVELOPER: C&C AT INTERSTATE 10, LLC
12000 W. COOPER STREET, SUITE 3500
ATLANTA, GA 30399

STATE OF GEORGIA
COUNTY OF FULTON

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY, PERSONALLY APPEARED INDA ROCKER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE/ SHE/ IT HAS/ HAS NOT ADMITTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ A.D. 2023.

NOTARY PUBLIC, STATE OF TEXAS

THE UNDERSIGNED, CITY ENGINEER OF THE CITY OF BEXAR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAN CONFORMS TO ALL REQUIREMENTS OF THE REQUIREMENTS OF THE SUBDIVISION ACT AND THE ORDINANCES OF THE CITY OF BEXAR, TEXAS AND HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ A.D. 2023.
BY: _____ CITY ENGINEER
BY: _____ CHAIRPERSON
SECRETARY

THIS PLAN OF CORES LOGISTICS CENTER AT INTERSTATE 10 HAS BEEN PREPARED BY _____ ARCHITECTS, P.C., A PROFESSIONAL ARCHITECTURAL FIRM LICENSED BY THE BOARD OF ARCHITECTURE OF THE STATE OF TEXAS, AND HEREBY APPROVED BY SUCH COMMISSION.
DATED THIS _____ DAY OF _____ A.D. 2023.

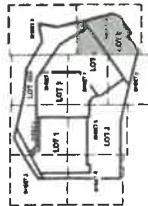


SUBDIVISION PLAN
ESTABLISHING

CORES LOGISTICS CENTER AT INTERSTATE 10

BEING A 142.76 ACRES TRACT, SITUATED IN THE BLUE EIGHT SURVEY NO. 37, AS PART OF THE BERRY HILL SURVEY NO. 102, IN BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN AND DESCRIBED IN ABSTRACT NO. 828, AND THE JOHNSY, SHERIDAN SURVEY NO. 314, ABSTRACT NO. 678, SAME BEING ALL OF A 141.28 ACRES TRACT, AND A PORTION OF A 200.00 ACRES TRACT RECORDED IN THE PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, ESTABLISHING LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 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DATE OF PREPARATION: May 18, 2023



INDEX MAP

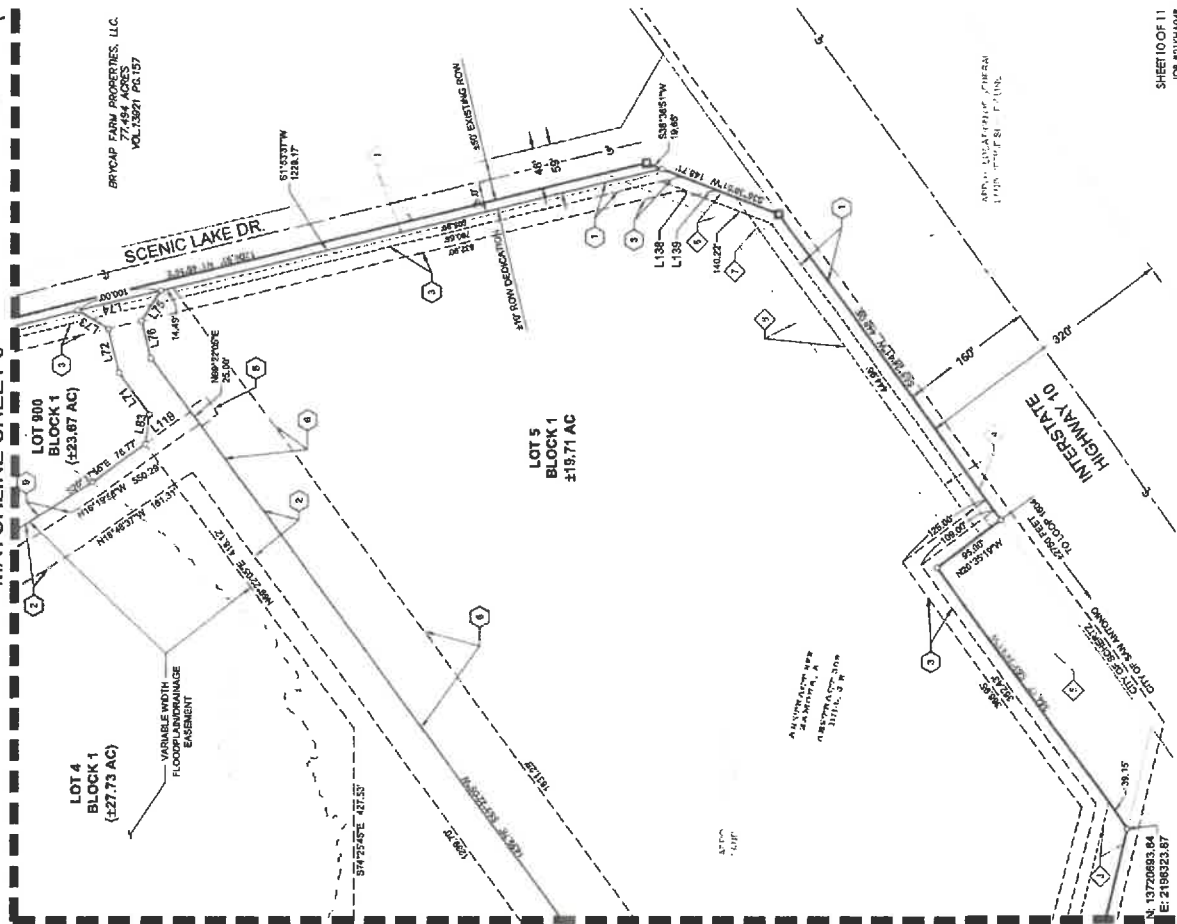
CERES/AVAILABILITY NOTES

1. CITY PUBLIC SERVICE BOARD (CPS) ENERGY AND SAN ANTONIO WATER SYSTEM (SAWS) IS HEREBY RECOGNIZED AS HAVING THE RIGHT-OF-WAY FOR UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES IN THE AREA DESCRIBED ON THIS INSTRUMENT. THE CITY ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE AREA AND HAS DETERMINED THAT THE AREA IS SUITABLE FOR THE INSTALLATION OF SUCH UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES. THE CITY ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE AREA AND HAS DETERMINED THAT THE AREA IS SUITABLE FOR THE INSTALLATION OF SUCH UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES. THE CITY ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE AREA AND HAS DETERMINED THAT THE AREA IS SUITABLE FOR THE INSTALLATION OF SUCH UTILITY, TRANSMISSION AND DISTRIBUTION INFRASTRUCTURE AND SERVICE FACILITIES.
2. THIS PLAN DOES NOT AFFECT, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, DRAINAGE, TELEPHONE, OR OTHER UTILITY RIGHTS-OF-WAY OR UTILITIES UNDER THE CONTROL OF ANY OTHER AGENCY OR INDIVIDUAL.

MATCHLINE SHEET 9

MATCHLINE SHEET 7

MATCHLINE SHEET 8



VICINITY MAP

KEY NOTE LEGEND

- 1. 14" ELEC. GAS, TEL. & CABLE EASEMENT
- 2. REVOCABLE VARIABLE WIDTH EGRESS/EGRESS EASEMENT (DRAINAGE, GAS, ELEC. TV, CABLE)
- 3. 10' PUBLIC WATER EASEMENT
- 4. 14" PUBLIC SEWER EASEMENT
- 5. 30" SANITARY SEWER EASEMENT
- 6. VARIABLE WIDTH PRIVATE EGRESS/EGRESS EASEMENT
- 7. 10' PRIVATE DRAINAGE EASEMENT
- 8. 10' PRIVATE DRAINAGE EASEMENT
- 9. 14" PRIVATE SEWER EASEMENT
- 10. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 1
- 11. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 2
- 12. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 3
- 13. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 4
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- 47. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 38
- 48. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 39
- 49. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 40
- 50. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 41
- 51. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 42
- 52. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 43
- 53. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 44
- 54. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 45
- 55. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 46
- 56. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 47
- 57. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 48
- 58. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 49
- 59. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 50
- 60. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 51
- 61. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 52
- 62. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 53
- 63. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 54
- 64. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 55
- 65. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 56
- 66. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 57
- 67. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 58
- 68. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 59
- 69. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 60
- 70. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 61
- 71. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 62
- 72. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 63
- 73. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 64
- 74. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 65
- 75. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 66
- 76. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 67
- 77. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 68
- 78. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 69
- 79. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 70
- 80. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 71
- 81. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 72
- 82. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 73
- 83. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 74
- 84. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 75
- 85. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 76
- 86. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 77
- 87. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 78
- 88. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 79
- 89. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 80
- 90. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 81
- 91. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 82
- 92. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 83
- 93. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 84
- 94. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 85
- 95. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 86
- 96. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 87
- 97. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 88
- 98. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 89
- 99. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 90
- 100. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 91
- 101. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 92
- 102. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 93
- 103. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 94
- 104. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 95
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- 109. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 100
- 110. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 101
- 111. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 102
- 112. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 103
- 113. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 104
- 114. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 105
- 115. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 106
- 116. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 107
- 117. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 108
- 118. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 109
- 119. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 110
- 120. 14" PRIVATE SEWER EASEMENT FOR THE BENEFIT OF LOT 111

SURVEYOR'S NOTES:
 BASIS OF BEARING IS NAD83 TEXAS STATE PLANE COORDINATES, SOUTH ZONE.
 COUNTY OF BEXAR
 STATE OF TEXAS
 HEREBY CERTIFY THAT I HAVE CONSIDERED ALL RELEVANT RECORDS AND INFORMATION IN MY POSSESSION AND KNOWLEDGE, AND THAT THIS PLAN CONFORMS TO ALL REQUIREMENTS OF THE UNITED DEVELOPMENT CODE EXCEPT FOR THOSE SPECIFICALLY NOTED OTHERWISE.
 THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SAN ANTONIO PLANNING COMMISSION.
 SURVEYOR'S NAME: NADRO TEXAS STATE PLANE COORDINATES, SOUTH ZONE.
 COUNTY OF BEXAR
 STATE OF TEXAS
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 THE SURVEY WAS CONDUCT

Exhibit “B”

Developer Constructed Roads

Exhibit "B"

THE STATE OF TEXAS §
§
GUADALUPE COUNTY §

ROADWAY CAPITAL RECOVERY OFFSET AGREEMENT

This Roadway Capital Recovery Offset Agreement (this “AGREEMENT”) is made by and between the City of Schertz (hereinafter “CITY”), a Texas Home Rule municipality and Meritage Homes of Texas, LLC (hereinafter “DEVELOPER”), a Texas limited liability company created under the laws of Texas, collectively, the “PARTIES”.

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, capital improvement or facility expansion identified in the capital improvements plan, 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, 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 it incurred.

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.
PROJECT DESCRIPTION

A. Project. The project is the Carmel Ranch master planned community.

B. Location. The project is located at the intersection of Lower Seguin Road and Carmel Ranch, as more particularly described in Exhibit A (the “Project”).

Article II.
ROADWAY CAPITAL RECOVERY FEES

A. Roadway Capital Recovery Fees. The Roadway Capital Recovery Fees for the project are currently assessed as \$1,061.26 per service unit. This assessment is based on the calculations set out in Exhibit B, to this AGREEMENT.

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 the Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the impact of the project.

Article IV.
ROADWAY CAPITAL RECOVERY FEE OFFSET CREDIT

A. Roadway Capital Recovery Fee Offset Credit Calculation. As shown on Exhibit C, to this AGREEMENT, the PARTIES agree to the following:

- i. The total number of service unit equivalents of capacity supplied by the system facility contributed by the DEVELOPER is estimated to be 448 service units.
- ii. The Roadway Capital Recovery Fee Offset Credit that DEVELOPER is eligible to receive is 448 service units calculated at 133 Lots eligible for Credit.
- iii. The Roadway Capital Recovery Fee Offset Credits that the DEVELOPER shall receive may be used to offset the roadway impact fees due in the Carmel Ranch Subdivision. The City shall assign Credits the final plat is filed in accordance with this AGREEMENT.
- iv. DEVELOPER shall receive the Roadway Capital Recovery Fee Offset Credit upon completion of the public improvements shown on Exhibit D; and 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 V.

REIMBURSEMENT OF EXCESS OFFSETS

A. DEVELOPER may apply for reimbursement of excess offsets following either completion of all development subject to the plat with which the excess offsets are associated or after ten (10) years following execution of this AGREEMENT.

i. The DEVELOPER must apply for reimbursement within six months following either:

a. Completion of the Project development subject to the plat with which the excess offsets are associated; or

b. Ten years after the date of execution of this AGREEMENT.

ii. The excess reimbursement shall be enforced in accordance with the following terms:

a. The excess offset amount to be reimbursed shall be equal to the number of excess offsets (expressed as a number of service units) multiplied by a fraction equal to the capital recovery fee per service unit to be collected, as set forth herein in effect on the date of execution of this AGREEMENT, divided by the maximum assessable capital recovery fee per service unit, as set forth in the capital recovery plan, established in accordance with the City of Schertz Code of Municipal Ordinances Chapter 78, Article VII, in effect on the date of execution of this AGREEMENT;

b. The amount to be reimbursed for excess offsets may be further equitably reduced, if fewer than 50 percent of the number of service units in the plat with which the system facility giving rise to the excess offset have been developed on the date of application for excess offsets;

c. Repayment of excess offsets shall be made within five years from the date of execution of a reimbursement agreement between the PARTIES hereto pertaining to the applicable excess offsets from roadway capital recovery fees collected within the same roadway service area in which the property in question is located, subject to the availability of such funds;

d. Termination or reduction of the CITY's authority under state law to impose capital recovery fees for roadway facilities shall terminate or correspondingly reduce any obligation of the CITY to make payments under this AGREEMENT or any reimbursement agreement; and

e. In converting the excess offsets from service unit equivalents to a dollar value, the number of service unit equivalents shall be multiplied by the value of a service unit expressed in dollars using the rates in effect at the time this AGREEMENT was executed.

B. Execution of an excess offset reimbursement agreement with respect to a plat as provided for in above pursuant to City of Schertz Code of Municipal Ordinances Section 78-178 shall automatically terminate any excess offsets associated with that plat pursuant to this AGREEMENT. Any new development within the area subject to such plat shall pay roadway capital recovery fees then in effect under said Municipal Ordinance.

Article VI. MISCELLANEOUS

The following miscellaneous provisions are made part of this AGREEMENT:

1. **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.

2. **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.

3. **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 Guadalupe County, Texas. Venue for any action arising under this AGREEMENT shall lie in the state district courts of Guadalupe County, Texas.

4. **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).

5. **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.

6. **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.

7. 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.

8. 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.

9. 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.

10. Execution of AGREEMENT.

a) City Council has authorized the City Manager to execute this AGREEMENT on behalf of the CITY, as evidenced by Resolution 24-R-123, dated 17th September, 2024.

b) Brian Otto is authorized to execute this AGREEMENT on Developer's behalf, as evidenced by Company Resolution, dated _____ and attached hereto as **Exhibit F**.

11. Exhibits and Attachments. All Exhibits and Attachments referenced in this AGREEMENT are attached hereto and incorporated herein for all purposes.

12. 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.

13. 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.

14. 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.

15. Immunities and defenses.

a) 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 the 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.

b) 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.

16. 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.

17. 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:

If to Developer:

Meritage Homes of Texas, LLC
2722 Bitters Road, Suite 200
San Antonio, TX 78248
Attention: Tonda Alexander

With Copy to:

Meritage Homes of Texas, LLC
18655 North Claret Drive, Suite 400
Scottsdale, AZ 85255
Attention: Jay Berryman

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

18. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of CITY, 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 unless specifically enumerated herein.

19. 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.

20. 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.

EXECUTED in duplicate originals to be effective as of the date of the last signature below (the “**Effective Date**”).

Signature Page to
Roadway Capital Recovery Offset Agreement

This Roadway Capital Recovery Offset Agreement has been executed by the PARTIES as of the dates of the Acknowledgments to be effective as of the Effective Date.

Owner:

MERITAGE HOMES OF TEXAS, LLC,
a Texas limited liability company

By: _____

Name: Brian Otto

Title: Vice President of Land
Acquisition and Development

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Gordon V. Hartman, the President of Scrappy Development, LLC, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Roadway Capital Recovery Offset Agreement

This Roadway Capital Recovery Offset 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: Steve Williams, City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Steve 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"
Roadway Capital Recovery Offset Agreement

Project

EXHIBIT "C"
Roadway Capital Recovery Offset Agreement

Roadway Capital Recovery Fee Offset Credit Calculation

Carmel Ranch Roadway Impact Estimate

Service Area 3

127 Single Family Lots

Road construction of Lower Seguin Road and Carmel Ranch (Residential Collector)

Traffic Contributed

127 Single Family Lots

3.37 vehicle miles per development unit

127 x 3.37 = 428 vehicle miles of traffic

Total estimated traffic contributed to the system is 428 vehicle miles

Capacity added via road construction

Lower Seguin Road Secondary Arterial 4 lanes Divided Arterial 675 vehicle miles per lane mile

Carmel Ranch Residential Collector 2 Lanes Residential Collector 500 vehicle miles per lane mile

675 vehicle miles per lane mile equal 0.1278 vehicle miles per lane foot (VMPLF)

500 vehicle miles per lane mile equal 0.0947 vehicle miles per lane foot (VMPLF)

LSR 2 lanes x 880' = 1,600 lane feet x 0.1278 VMPLF = 204 vehicle miles of capacity created

CR 2 lanes x 1310' = 2,620 lane feet x 0.0947 VMPLF = 248 vehicle miles of capacity created

204 + 334 = 538 vehicle miles of capacity created

448 vehicle miles of capacity created vs 428 vehicle miles of traffic added to the system

Providing 20 excess vehicle miles of capacity which equates to 4.6% more capacity than traffic

EXHIBIT "D"

Roadway Capital Recovery Offset Agreement

Depiction of Lower Seguin Road and Carmel Ranch



EXHIBIT "F"
Roadway Capital Recovery Offset Agreement

Developer Resolution