

AMENDED DEVELOPMENT AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HAYS §

This AMENDED DEVELOPMENT AGREEMENT (this "Agreement") is effective as of December 7, 2021 (\_\_\_\_\_) (the "Effective Date"), and entered into by and among the CITY OF SAN MARCOS, TEXAS, a home-rule municipality (the "City"), HK BAUGH RANCH, LLC, a Texas limited liability company ("HK Baugh Ranch"), HK RILEY'S POINTE, LLC, a Texas limited liability company ("HK Riley's Pointe"), ~~BENCHMARK ACQUISITIONS, LLC, JACK'S RESERVE, LTD.~~, a Texas limited ~~liability company~~ ("partnership, as successor in interest to Benchmark Acquisitions, LLC" ("Jack's Reserve"), collectively with HK Baugh Ranch and HK Riley's Pointe, the "Owners" and each an "Owner"), and HK REAL ESTATE DEVELOPMENT, LLC, a Texas limited liability company ("Developer"). The City, HK Baugh Ranch, HK Riley's Pointe, Benchmark, and Developer are sometimes collectively referred to herein as the "Parties", and individually, as a "Party".

RECITALS

A. The City, HK Baugh Ranch, HK Riley's Pointe, Benchmark Acquisitions, LLC ("Benchmark"), and Developer entered into that certain Development Agreement dated effective December 7, 2021 (the "Original Agreement"). Jack's Reserve has acquired the portion of the Property previously owned by Benchmark. The Parties desire to amend the Agreement and to add Jack's Reserve as a party to this Development Agreement, as successor in interest to Jack's Reserve.

A.B. \_\_\_\_\_ Owners own, or owned, approximately 1,046.286 acres of land described by metes and bounds on Exhibits A-1 ("River Bend") and A-2 ("Riley's Pointe"), collectively with River Bend, the "Property") attached hereto and incorporated herein.

B.C. \_\_\_\_\_ Owners and Developer intend to develop the The Property is intended to be developed as a high-quality, master-planned, mixed-use community (the "Project"), as shown generally in the Concept Plan (as hereinafter defined) in Exhibits B-1 and B-2 Exhibit B attached hereto and incorporated herein, which may include single-family, multi-family, commercial and industrial uses, parkland, open space, and other public and private amenities for the present and future benefit of the City pursuant to the terms and conditions of this Agreement.

C.D. \_\_\_\_\_ Owners intend to create two municipal utility districts over the portion of

the Property in the City's extraterritorial jurisdiction in order to finance, water, wastewater, drainage, and roadway infrastructure to support the Project in a financially feasible manner in accordance with Texas Water Code Chapters 49 and 54 and applicable laws and regulations of the State of Texas. The City ~~consents~~has consented to the creation of the districts ~~and will adopt resolutions,~~ adopted ordinances evidencing such consent, and ~~approve~~approved a Consent Agreement for each district (collectively, the "Consent Agreements").

**D.E.** Owners, Developer and the City have held discussions regarding the long-term development of the Property and desire to define, protect, and clarify the City's jurisdiction and regulatory authority with respect to the Property through this Agreement, which is intended to create a program for annexation of the Property by the City, establish certain restrictions and commitments imposed and made by the Parties in connection with the development of the Property, provide increased certainty to the Parties concerning the development approval process and development requirements of the City, and identify land uses and other aspects of the Project.

**E.F.** Pursuant to Chapter 242 of the Texas Local Government Code, the City has concurrent jurisdiction with the County (as hereinafter defined) over subdivision platting and all related permits for the Property. As required by Chapter 242, the City and the County have entered into the Interlocal Agreement (as hereinafter defined) relating to subdivision regulation in the extraterritorial jurisdiction of the City.

**NOW, THEREFORE,** for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

## ARTICLE I. DEFINITIONS

**Section 1.01 Definitions.** In addition to terms defined elsewhere in this Agreement, each of the following terms shall have the meanings set forth below:

**"Building Code"** means the International Building Code 2015 Edition.

**"Certified Inspector"** means Bureau Veritas, or any other independent certified state-licensed inspector as agreed to in writing by Owners or Developer and the City to inspect Vertical Improvements as to their conformity with the Building Code.

**"City Council"** means the City Council of the City or its successor governing body.

**"City Development Regulations"** means the City Code of Ordinances, as may be amended from time to time, other than the Subdivision Regulations and the Design

Criteria, laws, regulations, manuals, administrative rules, and policies, as they may affect or regulate land development within the Property.

“**City Manager**” means an official appointed as the administrative manager of the City.

“**Commission**” means the Texas Commission on Environmental Quality or its successor agency.

“**Concept Plan**” means the conceptual land use plan for the Property shown in [Exhibits B-1 and B-2](#) [Exhibit B](#), which may be revised from time to time in accordance with this Agreement.

“**County**” means Hays County, Texas.

“**Designated Successor(s) and Assign(s)**” means (i) any entity which is the successor by merger or otherwise to all or substantially all of any Owner’s or Developer’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; (ii) any entity which may have acquired all of the outstanding stock or ownership of assets of any Owner or Developer; or (iii) any entity affiliated with, related to, owned or controlled by, or under common ownership or common control with any Owner or Developer.

“**Design Criteria**” means, as applicable: (i) WWTR Collection System Design Criteria Technical Manual, effective April 17, 2015, (ii) WTR Distribution System Design Criteria Technical Manual, effective January 13, 2020, (iii) Lift station design standards, effective April 29, 2019, (iv) Stormwater Technical Manual, effective June 1, 2020, and (v) Transportation Design Criteria Manual, Section 2, TIA, and no other sections, all in effect as of the Effective Date [of Original Agreement](#).

“**Developer**” means [HK Real Estate Development LLC, and/or its assignee. Developer shall also include any entity affiliated with, related to, or owned or controlled by HK Real Estate Development LLC, for purposes of acquiring, owning or developing property subject to, or that may become subject to, this Agreement.](#)

“**Director**” shall mean the Director of the City’s Planning and Development Services Department, or its successor department and/or the Director’s designee.

“**District**” and “**Districts**” means collectively and individually, as the context requires, each of Hays County Municipal Utility District No. 8 and Hays County Municipal Utility District No. 9 to be created pursuant to Article XVI, Section 59, Texas Constitution, operating pursuant to Chapters 49 and 54, Texas Water Code, as amended, exercising all powers granted to municipal utility districts under the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, and all other laws of the State of Texas

presently existing or hereafter enacted. The District may exercise all powers granted to the District by the Commission and law, including the power to design, construct, and issue bonds for the purposes of water, sewer, drainage, and road facilities.

**"Effective Date of Original Agreement"** means December 7, 2021, the effective date of the Original Agreement.

**"Extraterritorial Jurisdiction"** or **"ETJ"** means the unincorporated area that is contiguous to the corporate boundaries of the City located within the distance provisions provided in Texas Local Government Code Chapter 42, Subchapter B.

**"Hays County Development Regulations"** means the Hays County Development Regulations dated February 21, 2017, in effect as of the Effective Date of Original Agreement.

**"Interlocal Agreement"** means that certain Interlocal Cooperative Agreement between City and County for Subdivision Regulation within the Extraterritorial Jurisdiction of the City of San Marcos effective August 2012.

**"Land Development Code"** means Subpart B of the City Code of Ordinances.

**"LUE"** means living unit equivalent and is a measure of the estimated average daily volume used by a single-family residence or its equivalent.

**"Property"** means approximately 1,046.286 acres of land described on Exhibits A-1 and A-2.

**"Strategic Partnership Agreements"** means those certain strategic partnership agreements to be entered into between the City and each District, the form of which is attached to the applicable Consent Agreement.

**"Subdivision Regulations"** means Chapters 1, 2, 3 (including cross-references to Chapter 6 of the Land Development Code) and 8 of the Land Development Code, but only to the extent otherwise applicable to the ETJ, that are in effect as of the Effective Date of Original Agreement, and not inconsistent with state law, as it may be amended from time to time, and set forth in Exhibit E attached hereto and incorporated herein, and not including (i) any future amendments or changes thereto, provided that Owners and Developer may elect to have such future amendments or changes apply to the development of the Property in its sole discretion or (ii) any other chapters of the Land Development Code or any other City ordinances, regulations, manuals, administrative rules, standards, guidelines, plans and policies related to the development of the Property or any cross-references to the foregoing, unless approved by Owners and Developer in writing.

**"Ultimate Buyer"** means the purchaser of a tract or lot within the Property who does not

intend to resell, subdivide, or develop the tract or lot in the ordinary course of business.

“**Utility Agreements**” means those certain utility agreements to be entered into between each District and the City governing the provision of water and wastewater services to the property within the respective District, the forms of which are attached hereto as Exhibits G-1 and G-2 and incorporated herein, provided, however, the forms of Utility Agreements may be modified from time to time and such modifications to the forms of Utility Agreements shall not require an amendment to this Agreement.

“**Vertical Improvements**” means the construction and reconstruction of house or building for which the City requires building permits or certificates of occupancy, not including manufactured homes, modular housing, or industrialized buildings covered by Chapters 1201 or 1202 of the Texas Occupations Code.

## **ARTICLE II.** **TERM AND VESTING RIGHTS**

**Section 2.01 Term.** The Term of this Agreement will commence on the Effective Date of Original Agreement and continue for forty-five (45) years thereafter, unless terminated on an earlier date under other provisions of this Agreement or by mutual written agreement of the Parties.

**Section 2.02 Vesting Rights.** The City acknowledges that the Property shall be deemed vested from the Effective Date: of Original Agreement. As a result, Owners and Developer have the vested authority to develop the Property in accordance with this Agreement. This acknowledgement by the City is not intended to waive any of the exemptions to vesting codified in Section 245.004 of the Texas Local Government Code. A vested right under this Agreement shall not apply to regulations mandated by state law, or that are necessary to prevent imminent harm to human safety or property, which may be modified and made applicable to the Project after the Effective Date of Original Agreement.

**Section 2.03 Owners’ Rights to Continue Development.** The City agrees that it will not, during the term of this Agreement, impose or attempt to impose: (a) any moratorium on the building or development within the Property or (b) any land use or development regulation that limits the rate or timing of land use approvals within the Property. This Agreement on the part of the City will not apply to temporary moratoriums uniformly imposed throughout the City and its ETJ due to an emergency constituting an imminent threat to the public health or safety, provided that the temporary moratorium continues only during the duration of the emergency.

**ARTICLE III.**  
**GOVERNING REGULATIONS**

**Section 3.01 Governing Development Regulations.**

- (a) Development of the Property shall be governed by:
  - (i) the Concept Plan; [\(Exhibit B\)](#);
  - (ii) the Subdivision Regulations [\(Exhibit E\)](#) to the extent not in conflict with this Agreement and as may be modified by any variances granted in this Agreement;
  - (iii) applicable provisions of the Hays County Development Regulations, as modified by the Interlocal Agreement;
  - (iv) construction plans and plats for all or any portion of the Property that are approved from time to time in accordance with this Agreement;
  - (v) applicable provisions of other state and federal laws;
  - (vi) the terms and conditions of this Agreement; and
  - (vii) the applicable Strategic Partnership Agreement and Utility Agreement.
  
- (b) Owners and Developer shall not be required to comply with any City Development Regulations, except as may otherwise be provided in this Agreement. To the extent any provisions of this Agreement conflict with any provisions of the Subdivision Regulations or City Development Regulations, this Agreement shall control.

**Section 3.02 Variances.** The City acknowledges and agrees that the Project complies with the ~~City's goals and objectives in~~ [intent of](#) the Subdivision Regulations and hereby adopts the variances set forth in [Exhibit F](#) attached hereto and incorporated herein to facilitate development of the Project. No further action will be required on the part of an Owner or Developer to obtain such variances or initiate subdivision plat approvals that vary from the Subdivision Regulations. The City agrees that this Agreement, including all exhibits hereto, will also serve as guidance for review and consideration of any additional variances, waivers, or other approvals not specifically provided in this Agreement but necessary for development of the Project, which variances will not be unreasonably withheld, conditioned, or delayed.

**Section 3.03 Governmental Regulations.** The Parties acknowledge that the Property and the Project may be subject to rules, regulations, statutes, resolutions, ordinances, and orders by other governmental entities.

**ARTICLE IV.**  
**CONCEPT PLAN AND PLATTING, AND MUNICIPAL UTILITY DISTRICTS**

**Section 4.01 Concept Plan.** The Property is to be developed in phases as a master-planned community with such number of phases, and number of lots within each phase, to be determined by Developer or one or more Owners. There shall be no minimum phase size requirement and sections may be developed independently and not necessarily part of an overall larger phase. The Concept Plan is the preliminary plan for the development of the Property. The Concept Plan is consistent with this Agreement and applicable City ordinances. Developer, and Owners, intend to develop the Project over a number of years. As such, the Concept Plan may be revised, as described in more detail in Section 4.05.

**Section 4.02 Platting.** Developer and Owners are required to plat any subdivision of the Property, other than any subdivision of the Property for the purpose of qualifying persons to serve on the Board of Directors of a District, in accordance with the Subdivision Regulations and any applicable variances thereto set forth herein or otherwise. ~~A tract designated as an “unrestricted reserve” shall require re-platting at the time of the future development of such tract if subdivided into residential lots or multi-family uses in accordance with the Subdivision Regulations.~~ So long as the plat meets the requirements of (1) the Subdivision Regulations to the extent not in conflict with this Agreement; (2) any variances set forth in this Agreement or variances that the City may approve from time to time; and (3) this Agreement (including any amendments or updated provisions of the Subdivision Regulations specifically allowed herein), the City shall approve the plat and failure of the City to approve the plat shall be considered a breach of this Agreement as provided in Section 10.03 below.

**Section 4.03 Consent to the Creation of Municipal Utility Districts.** The City ~~consents~~consented to the creation of two municipal utility districts over the portion of the Property within the City’s ETJ, which consent shall be governed by the Consent Agreements. HC MUD 9 has been created by Order of the TCEQ. HC MUD 8 may be created either by the TCEQ or by division of HC MUD 9 pursuant to Texas Water Code Section 49.316. If HC MUD 8 is created by division of HC MUD 9, the City consents to the annexation of any portion of the Property within the City’s ETJ into HC MUD 8. No further action will be required by the City to evidence its consent to the annexation of land into HC MUD 8. Provided, however, the landowner will submit a petition for consent to the City that meets the requirements of Section 54.016(a), Texas Water Code, and the City agrees to place the petition for consent on an agenda for consideration by the City Council with a staff recommendation to grant such consent, by ordinance, and without conditions or contingencies, within sixty (60) days after receipt of such petition for consent from the landowner. The Districts will be authorized to exercise all powers granted to municipal utility districts pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, Chapters 49 and 54, of the Texas Water Code, and

all other applicable laws and regulations presently existing or hereafter enacted. These powers shall include but not be limited to the power to design, construct, and issue bonds for the purpose of water, sewer, drainage, roads and, to the extent authorized by law, parks and recreational facilities.

~~**Section 4.04 Temporary Housing.** Developer and Owners may utilize manufactured or other forms of temporary housing, trailers, or buildings on the Property for each District's creation and confirmation process, during the construction phases of the Project, and for a sales office ("Temporary Housing"). Temporary Housing may be located on any site within the Property for such purposes regardless of whether the land has been subdivided in accordance with this Agreement. No permits shall be required from the City relating to the construction, placement, or use of such structures within the Property. The City shall not be obligated to provide water, sewer, electric or trash service to the Temporary Housing. Temporary Housing related to District confirmation shall be removed within thirty (30) days after the applicable confirmation election is completed, or as soon as practicable thereafter. Temporary Housing for sales office shall be removed within thirty (30) days that said unit ceases to be used as a sales office. Temporary Housing for construction purposes shall be removed within thirty (30) days that said unit ceases to be used for construction purposes during the construction phases of the Project.~~

**Section 4.04 Manufactured Housing/Commercial Manufactured Building.** Notwithstanding any other provision of this Agreement, (a) mobile homes, trailers or manufactured housing may be located within the Property, from time to time, for any purpose necessary for the creation or administration of each District, and (b) manufactured, modular or trailer buildings used for commercial purposes may be located within the Property, from time to time, for use as temporary construction or sales offices. Such buildings described in the immediately preceding sentence (a) are not required to be located on a platted lot; and (b) do not require any permits or other approvals from the City, including related to the construction, placement or use of such buildings, provided that such buildings are not connected to City water or wastewater utilities. Such buildings will be promptly removed when no longer needed.

**Section 4.05 Revisions to Concept Plan/Agreement.** Due to the fact that the Project comprises a significant land area and its development will occur in phases over a number of years, Developer and Owners may implement changes to the Concept Plan. Developer, or one or more Owners, may request amendments to the ~~Agreement and/or the~~ Concept Plan from time to time, in accordance with this Section. Major Amendments to the Concept Plan shall require approval by the City Council, which approval shall not be unreasonably withheld, conditioned, or delayed. Minor Amendments shall be administratively approved by the Director, which approval shall not be ~~withheld unreasonably withheld~~. Such written decision shall be provided within ninety (90) days or the Minor Amendment shall be deemed administratively approved. A "Major Amendment" is a change to the Concept Plan that results in converting more than



ten percent (10%) of the land not currently shown on the Concept Plan as commercial, multifamily, or industrial use to commercial, multifamily, and/or industrial use. A "Minor Amendment" is an amendment that does not meet the definition of Major Amendment, including but not limited to changes in land use, location, or configuration. If the Director and Developer or Owner dispute the classification of an amendment as "major" or "minor", the issue shall be referred to the City Manager for determination from the provisions hereof. If the City Manager and the Owner or Developer dispute the classification of an amendment as major or minor, the issue shall be referred to the City Council for final determination of whether the amendment is "minor" or "major." If the classification of the disputed amendment is determined to be a Major Amendment, the Council shall decide separately whether to approve the amendment.

**ARTICLE V.**  
**DEVELOPMENT OF THE PROPERTY**

**Section 5.01 Density.** There shall be no density requirements for the Property. The Property can be developed to any density numbers, including, but not limited to any single-family residential, multi-family development, non-traditional homes, and commercial property as the market demands and Owners and/or Developer determine, provided such density requirements comply with the Concept Plan and this Agreement. Owners and Developer may develop industrial and commercial property without any limitation on the maximum amount of industrial or commercial acreage; provided, however Owners agree that there will be a minimum of 275 acres of commercial and/or industrial development. Further, regardless of the density of the Property, the City's commitment for LUEs is limited to the LUEs set forth in this Agreement and the Utility Agreements, which may be amended from time to time.

**Section 5.02 Site Requirements.** The Property may be developed without any residential lot square foot requirements. Lots within the Property shall not be subject to minimum lot size, width, depth, setback, or area requirements. In addition to single-family homes, non-traditional homes may be constructed within the Property on lot sizes, and with minimum setbacks, generally acceptable for the applicable product. "Non-traditional homes" shall include townhomes, duplexes, quadraplexes, zero lot line homes, brownstones, patio homes, and any other type of home other than a traditional single-family home.

**Section 5.03 Construction of Public Improvements.**

- (a) Owners and Developer shall provide roads, drainage, and utilities, to serve the Property at their sole cost, including easements and other rights-of-way necessary for said improvements; provided, however, Owners and Developer may receive

reimbursement of eligible costs from the Districts. Water and wastewater facilities shall be designed and constructed in accordance with the Utility Agreements, and the City shall have the right to review and approve plans and specifications for such facilities in accordance with the Utility Agreements. The water, sewer, and drainage facilities to serve Riley's Pointe shall be designed and constructed in accordance with the Subdivision Regulations and the Design Criteria. The sewer and drainage facilities to serve River Bend shall be designed and constructed in accordance with the Subdivision Regulations and the Design Criteria, and, in the event River Bend receives water service from the City, the water facilities to serve River Bend shall be designed in accordance with the Subdivision Regulations and the Design Criteria. Roads to serve the Property shall be designed and constructed in accordance with Hays County Development Regulations and any approved variances.

- (b) The City shall have the right to review and approve plans and specifications for (i) Riley's Pointe water, sewer, drainage, and road facilities, and (ii) River Bend sewer, drainage, and road facilities and water facilities, only to the extent River Bend receives water service from the City, subject to the following terms. Plans and specifications will be submitted to the City for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Upon receipt of a complete set of plans for which the City can perform its review, the City shall have thirty (30) business days to review the plans and specifications and submit written comments to Owners and Developer. If the City does not submit written comments within this thirty (30) business day period, the plans and specifications shall be deemed approved. If Developer or Owners receive written comments from the City within this thirty (30) business day period, the plans and specifications shall be deemed approved as long as Developer and Owners comply with such written comments. City shall retain copies of inspection reports and provide to the District(s) upon request.
- (c) Water, and sewer facilities serving Riley's Pointe will be conveyed to the City for ownership, operation, and maintenance, subject to acceptance by the City, which shall not be unreasonably withheld, conditioned, or delayed. Sewer facilities and water facilities, in the event River Bend receives water service from the City, serving River Bend will be conveyed to the City for ownership, operation and maintenance, subject to acceptance by the City, which shall not be unreasonably withheld, conditioned, or delayed. For water and sewer facilities to be conveyed to the City, the City shall have the right to inspect and approve the construction of such facilities, which approval will not be unreasonably withheld, conditioned, or delayed. However, if the water and sewer facilities do not meet the approved plans and specifications, Owners and/or Developer shall be responsible for ensuring that the water and sewer facilities meet the approved plans and specifications.

- (d) Drainage facilities (other than detention facilities) and road facilities serving the Property shall be conveyed to the County for operation and maintenance. Detention facilities to serve the Property shall be owned by a District.

**Section 5.04 Appeal Process.** Owners and Developer may appeal to City Council any decision on an application for approval of the City Manager, Director, or other City designee with administrative approval authority. An appeal shall be in writing and state the basis for appeal. Consideration of an appeal by City Council shall occur at a City Council meeting within sixty (60) days of the City's receipt of the written appeal, unless Developer or an Owner requests a later alternative date. A decision made by City Council on an appeal overturning a judgment made by the City Manager, Director, or other City designee with administrative approval authority shall supersede the prior administrative action.

**Section 5.05 Parkland, Trails, and Open Space.** The City agrees that Owners and Developer shall provide parks, trails, and open space in accordance with ~~this Agreement, Chapter 3, Article 10 of the Land Development Code in effect as of the Effective Date, and~~ the Concept Plan, which shall satisfy current and future parkland dedication requirements of the City and no further dedication of land or payment of fees in lieu of such dedication and improvements are required. Owners and Developer, at their option, may dedicate parkland, trails, or open space area within the Property to one or more property owners associations. Said parks, trails, and open space shall not be dedicated to the City without express administrative approval by the ~~City Council of the City~~ Director.

**Section 5.06 Floodplain.** Owners and Developer agree not to develop the portion of the Property that is both (i) in the floodplain abutting the San Marcos River (the "River"), as shown generally in Exhibit C, and (ii) not part of any parkland described in Section 5.05. Provided, however, landowners shall have the ability to maintain such property and make de minimis improvements. Notwithstanding the foregoing, a fifty (50) foot wide access easement adjacent to or near the River will be allowed, as shown generally on Exhibit C. Such access easement may be improved for pedestrian traffic with materials other than concrete or asphalt, an all weather surface; provided, the City shall not be responsible for maintenance. Additionally, in order to limit sedimentation, Developer agrees not to modify the existing topography of the River edge.

**Section 5.07 Private Vertical Improvements.** All Vertical Improvements within the Property shall be constructed in accordance with the Building Code applicable to the type of improvement being constructed. A Certified Inspector shall perform inspections of Vertical Improvements in the Project, at the expense of the builder constructing the Vertical Improvements, for compliance with the Building Code applicable to such improvements ~~and submit inspection reports to the City monthly for the City's records. The City, at its sole expense and discretion, may conduct a spot inspection of a Vertical Improvement, previously inspected by a Certified Inspector, solely for compliance with~~

~~the Building Code; provided, however, such spot inspections shall be limited as follows: (i) no more than five (5) inspections in any calendar quarter, (ii) no more than one inspection per Vertical Improvement, and (iii) the inspection must be performed within fifteen (15) days of the date the Certified Inspector previously inspected the applicable Vertical Improvement.~~ Owners, Developer, their respective successors and assigns, and builders shall not be obligated to apply for, pay for, or obtain from the City any permit for construction of any privatevertical improvements, or pay inspection or permitting fees to the City. No permits for construction of any privatevertical improvement, City inspection of a privatevertical improvement, or certificates of occupancy from the City shall be required for the Project.

**Section 5.08 Fire Protection.** Fire protection will be provided by Hays County Emergency Services District No. 3. The City shall have no obligation to provide fire protection services to the Property unless and until the Property is annexed into the City for full-purposes.

**Section 5.09 Police Protection.** The City shall have no obligation to provide police protection services to the Property unless and until the Property is annexed into the City for full purposes, and at such time, the City will provide the Property with the same level of police protection services as the remainder of the City. By separate agreement, each District may request ~~and receive~~ supplemental police protection services from the City.

**Section 5.10 Owners Associations.** Prior to the sale of any platted lots within the Property, Owners and/or Developer shall establish one or more property owners associations ~~with one or more architectural control committees, which committees shall govern the architectural elements of all physical structures in accordance with the property owners association design guidelines. The purpose of the property owners association(s) will be to ensure a consistent quality and appearance of improvements and to maintain landscaping and exterior features, including parks, trails and open space on the Property.~~ No City rules or regulations related to architectural design shall apply.

**Section 5.11 City Fees.** The City shall not charge any ~~impact fees, capital recovery fees, permit fees associated with construction of public infrastructure, parkland dedication fees, subdivision review~~ fees, inspection fees, or other similar fees in connection with the development of the Project except (i) as otherwise provided in this Agreement and (ii) the applicable Subdivision Review Fees and Site Fees set forth in Ordinance 2019-25, or as later amended, and not inconsistent with state law.

## **ARTICLE VI.** **WATER AND WASTEWATER SERVICE**

**Section 6.01 Water and Wastewater Service.**

(a) The property comprising River Bend is currently located within the water certificate of convenience and necessity (“CCN”) held by Crystal Clear Special Utility District (“CCSUD”). River Bend ~~In the event such property within a District is decertified or released from CCSUD’s water CCN, such decertified/released property will receive water service from CCSUD unless water service is requested from the the City in accordance with the applicable Utility Agreement. The property comprising~~ Riley’s Pointe shall receive water service from the City. For the portion of the Property to which the City will provide water service, each phase of the related water supply and distribution facilities constructed by or on behalf of the District(s), to serve the District(s), shall be conveyed upon completion to the City for ownership, operation, and maintenance and become part of the City’s water system in accordance with the Utility Agreement(s). Users within the Property receiving water service from the City shall be customers of the City- Rates; however, rates and charges for such customers shall be equal and uniform to those charged to other similar classifications of users receiving water service that are not located within the City.

(i) Notwithstanding anything herein to the contrary, the City agrees to provide retail water service to the portion of River Bend within a District, subject to a final order issued by the Public Utility Commission of Texas (“PUC”) approving the petition for release confirming the property is not located in the water Certificate of Convenience and Necessity (“CCN”) of Crystal Clear Special Utility District (“CCSUD”). In exchange for the City’s commitment to provide water service, and the provision of water service to such property, the Developer agrees to pay all reasonable costs incurred by the City as a result of any lawsuit filed by CCSUD related to the release or decertification of River Bend, or portion thereof, from CCSUD’s CCN. The City shall invoice the Developer for such reasonable costs incurred and Developer shall cause payment to be made to the City for such invoiced amount within thirty (30) days of receipt of the invoice. In the event, the City is required to obtain approval from the PUC to serve the River Bend tract, or portion thereof, after such release or decertification from the CCSUD CCN, and the City is ordered by the PUC to make a payment to CCSUD CCN in obtaining such approval from the PUC, the Developer agrees to pay such CCN release costs. The Parties acknowledge and agree that any lawsuit filed by CCSUD shall not hinder or delay the City from providing water service to River Bend.

(ii) HK COVENANTS AND AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, DAMAGES, LOSSES, EXPENSES, FEES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY

CRYSTAL CLEAR SPECIAL UTILITY DISTRICT RELATING TO THE RELEASE OR DECERTIFICATION OF ANY PORTION OF THE PROPERTY FROM CRYSTAL CLEAR SPECIAL UTILITY DISTRICT'S CCN AND THE CITY'S PROVISION OF WATER SERVICE TO ANY PORTION OF THE PROPERTY RELEASED OR DECERTIFIED FROM CRYSTAL CLEAR SPECIAL UTILITY DISTRICT'S CCN, PURSUANT TO THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- (b) The City will provide wastewater service to the Property in accordance with the Utility Agreements. The City confirms that the City's existing wastewater treatment plant facilities have sufficient capacity to serve the Property at full build-out. Each phase of the wastewater facilities constructed by or on behalf of the Districts, to serve the Districts, shall be conveyed upon completion to the City for ownership, operation, and maintenance and become a part of the City's wastewater system in accordance with the Utility Agreements. Users of wastewater service within the Property will be customers of the City. Rates and charges for such customers shall be equal and uniform to those charged to other similar classifications of users receiving wastewater service that are not located within the City.
- (c) The City agrees ~~that the City Manager shall to~~, upon request from the District, issue a letter of assurance to the owner of the platted property within the District confirming water and wastewater availability for the platted property.
- (d) Subject to the terms of this Agreement, the City will assess wastewater impact fees in the amount of \$2,684 per LUE, as provided in Ordinance No. 2018-09, or the impact fee amount hereafter adopted by the City; provided, however, the City will offset and credit the amount of wastewater impact fees otherwise owed for the Project by the costs to design and construct any offsite wastewater infrastructure conveyed to the City. Such credit, which shall be credited to the entity, whether one or more, that paid for the offsite wastewater infrastructure conveyed to the City, shall not exceed an amount equal to forty-eight percent (48%) of the wastewater impact fees otherwise owed for the Project. Credits for impact fees will be governed by this Agreement and Chapter 86 of the City's Code of Ordinances. Impact fees for each Vertical Improvement shall be payable, by or on behalf of the District, at the time a tap is requested for such improvement before connection of each particular Vertical Improvement to the City sewer facilities. This section 6.01(d) shall apply only to the original 4,000 LUE approved within the Original Agreement, any additional LUE shall be subject to the impact fees and process in effect at the time of Platting.

(e) Subject to the terms of this Agreement, the City will assess water impact fees in the amount of \$3,801 per LUE, as provided in Ordinance No. 2018-09, or the impact fee amount hereafter adopted by the City; provided, however, to the extent applicable, the City will offset and credit the amount of water impact fees otherwise owed for the Project by the costs to design and construct any offsite water infrastructure conveyed to the City. Such credit, if any, shall be credited to the entity, whether one or more, that paid for the offsite water infrastructure conveyed to the City. Notwithstanding the foregoing, water impact fees shall only be charged for River Bend in the event River Bend receives water service from the City rather than CCSUD. Impact fees for each Vertical Improvement shall be payable, by or on behalf of the District, at the time a tap is requested for such improvement before connection of each particular Vertical Improvement to the City water facilities. [This section 6.01\(e\) shall apply only to the original 4,000 LUE approved within the Original Agreement, any additional LUE shall be subject to the impact fees and process in effect at the time of Platting.](#)

(f) In order for the City to provide water service, a water line, the size of which shall be sufficient to serve the District(s), as determined by the District's engineer, shall be constructed by, or on behalf of, the District(s) to connect to the City's existing 30" water line located along Old Bastrop Highway. With respect to wastewater service, the City has acquired certain sanitary sewer easement(s) along the route shown on [Exhibit D](#) (the "[Easement Route](#)"), and in order for the City to provide wastewater service, a sewer line, the size of which shall be sufficient to serve the Districts, as determined by the Districts' engineer, shall be constructed, by or on behalf of the Districts, within such sanitary sewer easement along the Easement Route to connect to the City's existing 24" sewer line on De Zavala Drive, as shown generally on [Exhibit D](#). The City acknowledges and agrees that one additional sanitary sewer easement must be acquired from one landowner along the Easement Route ("[Remaining Offsite Easement](#)") for the City to provide wastewater service to the Property. The Developer, or one or more Owners, shall attempt to obtain the Remaining Offsite Easement from the landowner identified by the City. However, if the Developer, or one or more Owners, is unable to obtain the Remaining Offsite Easement, the Developer shall provide notice to the City of same, along with a survey of the Remaining Offsite Easement tract and request that the City proceed with obtaining the Remaining Offsite Easement (the "[Offsite Easement Notice](#)"). Upon receipt of the Offsite Easement Notice, the City agrees to use best efforts and proceed diligently with acquiring the Remaining Offsite Easement through eminent domain, and, if necessary, through condemnation proceedings, and will comply with all procedural requirements at the earliest allowable times set forth in the Texas Property Code. Within ten (10) days of receipt of the Offsite Easement Notice, the City agrees to (i) make the initial written offer to purchase the Remaining Offsite Easement and (ii) take all necessary action

to initiate obtaining an appraisal from a certified appraiser of the value of the Remaining Offsite Easement tract (the "Appraisal") at the earliest time practicable, but in no event shall the Appraisal take more than sixty (60) days from the City's initiation. Developer, or one or more Owners, shall pay, on behalf of the Districts, the costs to acquire such Remaining Offsite Easement, in an amount not to exceed fair market value of the Remaining Offsite Easement. In the event the Remaining Offsite Easement is acquired, as set forth above, Developer shall cause to be conveyed to the City no less than a fifteen (15) acre parcel (the "WWTP Site"), as shown generally in Exhibit B-1 attached hereto and incorporated herein, following completion of a lift station and related facilities on the WWTP Site necessary for the City to provide wastewater service to the Property. The lift station and related facilities on the WWTP Site shall be designed and constructed by or on behalf of the Districts and conveyed to the City upon completion for ownership, operation, and maintenance. The Developer agrees that communication conduit may be incorporated in connection with construction of such lift station to allow for connection to a future public facility communication network. If, in the future, the City determines to serve the Property by a wastewater treatment plant to be constructed on the WWTP Site, rather than the lift station and the City's existing wastewater facilities, the City shall design and construct such wastewater treatment plant on the WWTP Site, at its sole cost and expense.

- (g) Upon approval by the City and, receipt of fully executed copies of the Development Agreement and resolutions or ordinances consenting to creation of the Districts, Developer will abate the proceedings relating to TPDES Permit No. WQ0015784001 (the "Permit") pending before the Texas Commission on Environmental Quality and State Office of Administrative Hearings in Docket Nos. 2021-0053-MWD and 582-21-1893, respectively. Once the Remaining Offsite Easement has been acquired and construction of the offsite wastewater line may proceed, Developer will dismiss the application and proceedings relating to the Permit. Notwithstanding the foregoing, in the event the Remaining Offsite Easement has not been obtained within 180 days of the City's receipt of the Appraisal, the City agrees that the Developer may proceed with obtaining the Permit. Provided, however, even once the Permit is obtained, the Parties agree that construction of the wastewater treatment plant, pursuant to the Permit, may not proceed unless the Remaining Offsite Easement has not been obtained within 210 days of the City's receipt of the Appraisal.
- (h) Owners and Developer shall make provisions for public water supply and distribution, wastewater collection and treatment, and drainage services for the Property through public utility facilities to be constructed by or on behalf of the Districts. Owners and Developer may enter into one or more reimbursement agreements with the Districts to seek reimbursement for the costs of water, wastewater, and drainage facilities, and road facilities, to the maximum extent



provided by law.

- (i) All capacity in the water system, wastewater system, and drainage system constructed by or on behalf of the Districts to serve all or a portion of the Property will be reserved to the serve the Property within the applicable District. Such capacity reservation is limited to the capacity necessary to serve the Project at full build-out. In the event such facilities are oversized by the City, the additional capacity created by such oversizing shall be reserved to the City. Any conveyance or transfer of such facilities shall not affect Owners' or Developer's rights to reimbursement from the District(s) for the cost of any improvements or capacity in improvements constructed or financed by Owners or Developer, or the Districts' rights to effect such reimbursement.
- (j) Owners, Developer and the Districts shall not be required to oversize any public improvements that are constructed to serve the Property to serve any areas outside the Property unless the cost of such oversizing is fully funded by the benefiting party or parties and is provided by separate agreement.
- (k) ~~Upon execution of this Agreement, the~~The City ~~will provide a utility commitment letter acknowledging~~acknowledges that the City's existing water and wastewater facilities have sufficient capacity to serve up to ~~4,000~~500 LUEs for the Project. ~~The City agrees to provide a utility commitment letter, if requested by Developer or Owner.~~

## **ARTICLE VII.** **TRANSPORTATION**

### **Section 7.01 Road Facilities.**

- (a) Except as otherwise provided in this Section 7.01, Owners, Developer and the Districts shall not be required by the City to construct any roadway improvements outside the boundaries of the District.
- (b) Owners or Developer shall complete a Traffic Impact Analysis ("TIA") for the Property, which may be completed in phases for the portion of the Property being developed in such phase and provide a copy(ies) to the City and County. TIAs for a particular phase shall account for existing development, including any previous phases constructed on the Property; provided, for clarification, the scope or study area of each TIA need only cover the portion of the Property being developed in such phase. Owners and Developer shall be responsible for the costs, design, construction, and implementation of any mitigation measures associated with the

impact by Property, or portion thereof, identified in a TIA and required by the County or the Texas Department of Transportation (“TxDOT”). All such improvements shall be constructed in accordance with County and TxDOT standards, as applicable. To the extent the TIA identifies road improvements required outside the boundaries of the Property, Owners and Developer shall be responsible only for those improvements (or portions thereof) that are shown on the TIA as required by the County or TxDOT because of the development occurring within the Property. Road improvement construction may be phased based on certain triggering events identified in the TIA.

- (c) All public roads within the Property shall be conveyed to the County for operation and maintenance.

**ARTICLE VIII.**  
**ANNEXATION**

**Section 8.01 Dissolution of Districts and City Annexation.** The City agrees not to annex or attempt to annex, in whole or in part, or to dissolve the Districts encompassing any part or all of the Property until (a) all water, wastewater, drainage, and road facilities have been constructed to serve at least ninety percent (90%) of the land within the Districts ~~and~~, (b) Owners, Developer, and their respective successors and assigns, have been fully reimbursed by the Districts to the maximum extent permitted by the rules of the Commission or other applicable law, for all of Owners’ and Developer’s eligible development and construction costs, as determined by the Districts’ engineer, and (c) the Districts have no outstanding debt. Once in effect, the terms of the Strategic Partnership Agreements shall control the City’s annexation of land within the Districts. If the City annexes a District prior to full development and reimbursement by the District, in addition to all other remedies available to the Owners and Developer, the City shall automatically assume liability for such reimbursement in accordance with the written agreement(s) between the District and the Owners and/or Developers, and their respective successors and assigns. If all or any portion of the Property is annexed for full purposes, the City shall not prevent Owners and Developer from using such Property in a manner consistent with the Concept Plan and otherwise in accordance with the terms hereof. Contemporaneously with the full purpose annexation of any land within the Districts, the City will zone any property within the Project consistently with the land uses set forth on the Concept Plan and this Agreement; however, zoning for any developed property shall also be consistent with the land uses in existence on the date of the annexation insofar as practical. The City may annex the Property, or parts thereof, for limited purposes pursuant to a Strategic Partnership Agreement, for the limited purpose of imposing a sales tax.

**Section 8.02 Reallocation of District Boundaries.** The City consents to the Districts reconfiguring their boundaries through annexation and exclusion, provided that such annexation or exclusion includes only land within the Property. ~~The City agrees to provide any documentation evidencing such consent as may be requested or required by the Owners, Developer, or the Districts regarding such reallocation and City consent. The City agrees that no further action will be required by the City to evidence its consent to the annexation of any portion of the Property into HC MUD 8 or HC MUD 9. Provided, however, the landowner will submit a petition for consent to the City that meets the requirements of Section 54.016(a), Texas Water Code, and the City agrees to place the petition for consent on an agenda for consideration by the City Council with a staff recommendation to grant such consent, by ordinance, and without conditions or contingencies, within sixty (60) days after receipt of such petition for consent from the landowner.~~

**ARTICLE IX.**  
**AMENDMENTS AND ASSIGNMENT**

**Section 9.01 Amendments.**

- (a) This Agreement may be amended ~~only as to all of the Property at any time~~ by amutual written agreement ~~signed by~~ of the City, Developer and Owners, ~~(or all the then-current owners of all portions of the Property (other than the ultimate consumers or individual owners of occupied single-family, duplex, townhouse or attached single-family residential lots~~ the Owners respective successors and permitted assigns); provided, however, an Owner ~~or a~~ Designated Successor and Assign, or Assignee of a portion of the Property ~~(other than an ultimate consumer or individual owner of an occupied single-family, duplex, townhouse or attached single-family residential lot)~~ and the City may amend this Agreement as it relates ~~solely~~ to such Owner's ~~or the~~ Designated Successor and Assign's, or Assignee's parcel without the joinder of any other ~~landowner, Owner, Designated Successor and Assign or Assignee~~ provided that the Developer must be a party to such amendment. Additionally, for so long as the owners of the Property listed on the signature pages of this Agreement (the "Original Owners") ~~must be party to such amendment if an Original Owner then owns any portion of the Property. In addition, as long as the Original Owners~~ own any portion of the Property, the Original Owners, the Developer, and the City may amend this Agreement without the joinder of any other ~~landowner, Owner, Designated Successor and Assign, or Assignee. The consent of Ultimate Buyers to modification of this Agreement is not required.~~
- (b) Amendments to this Agreement or the Concept Plan shall not be considered a waiver of vested rights as described in Section 2.02.

**Section 9.02 Assignment.**

(a) Owners may assign this Agreement ~~from time to time with respect to all~~ to a Designated Successor and Assign as provided in Section 9.02(a)(i), or ~~part of an Owner's interest in the Property to a purchaser of all or a portion of the Property, and Developer~~ pursuant to Section 9.02(a)(ii), and not otherwise.

(i) Owners may assign this Agreement ~~from time to time~~ to a Designated Successor and Assign if the assignment is in connection with transfers of all or portions of the Property to the Designated Successor and Assign, either by a single assignment or through one or more partial assignments, in each instance without the prior written consent of the City. Any such assignment by an Owner to a Designated Successor and Assign. ~~Any assignment must be~~ must be accompanied by a conveyance by the Owner to their Designated Successor and Assign of Owner's interest in this Agreement as to the portion of Property conveyed. A copy of any such assignment shall be delivered to the City.

(ii) Except as set out in Section 9.02(a)(i), the rights and obligations of Owners under this Agreement may only be assigned by an Owner in accordance with the provisions of this Section 9.02(a)(ii). An Owner may from time to time assign this Agreement, in whole or in part, and including any obligation, right, title or interest of an Owner under this Agreement to a third party (an "Assignee"), provided that as to any such assignment the following conditions are satisfied:

A. The Assignee either is a successor owner of all or any part of the Property or is a lender to a successor owner of all or any part of the Property;

B. The assignment is in writing, ~~set forth the assigned rights and obligations without modification or amendment, and be~~ executed by the assigning Owner or Developer and the ~~proposed assignee.~~ Assignee;

C. The ~~assigning Owner or Developer~~ shall provide the City a Notice (as hereinafter defined) of each such Assignee expressly assumes in the assignment, ~~including a~~ all assigned obligations and expressly agrees in the assignment to observe, perform and be bound by this Agreement to the extent this Agreement relates to the obligations, rights, titles or interests assigned; and

D. A copy of the assignment document. ~~Upon such whole or partial assignment is~~ provided to the City.

Provided all of the foregoing conditions are satisfied, from and after the date an assignment is executed by an Owner and their Designated Successor and Assign, or

their Assignee, the City shall agree to look solely look to the assignee Designated Successor and Assign or Assignee for the performance of all obligations under this Agreement with respect to that portion of the Property so assigned. The assigned to such Designated Successor and Assign or Assignee and agrees that Owner shall be released from performing the assigned obligations and from any liability that results from the Designated Successor and Assign's or Assignee's failure to perform the assigned obligations. No assignment by an assigning Owner shall release the assigning Owner from any liability that resulted from an act or omission by the assigning Owner or Developer shall be released from any and all obligations under this Agreement and shall have no further liability with respect to the portion of the Property so assigned, except as to a default that that occurred prior to the effective date of the assignment. A default by any subsequent assignee shall not constitute a default by an Owner or Developer under this Agreement.

~~(a)~~(b) The City may not assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the City under this Agreement, to any person, entity, or political subdivision.

(c) This Agreement is not binding on and does not create any encumbrances to title as to any Ultimate Buyer.

(d) Upon written request by any seller or purchaser of land within the Property, an Owner or any prospective lender of an Owner or their respective assignees, the City shall execute a written estoppel certificate to such person stating that, if true, that the City has not given or received any written notices alleging any events of default under this Agreement.

## **ARTICLE X.** **DEFAULT AND REMEDIES FOR DEFAULT**

**Section 10.01 Preventative Default Measures.** The City agrees that day-to-day oversight of the implementation of this Agreement shall at all times during the term of this Agreement be assigned directly to ~~a member of the City administration~~Director or its designee. In the event of a dispute involving an interpretation or any other aspect of this Agreement, upon an Owner's or Developer's request, such City representative shall convene a meeting of the Parties as soon as reasonably practicable and use all reasonable efforts to avoid processing delays and to resolve the dispute and carry out the spirit and purpose of this Agreement. For avoidance of doubt, this provision is intended to provide efficiencies in the oversight and administration of development pursuant to this Agreement; this provision is not intended to limit or prevent communications and/or meetings with, or seeking approvals from, any other member(s) of City staff.

**Section 10.02 Default and Notice of Default.** It shall be a default under this Agreement if one of the Parties shall fail to perform any of its obligations under this Agreement and such failure shall remain uncured following the expiration of thirty (30) days after written Notice of such failure. However, in the event the default is of a nature that cannot be reasonably cured within such thirty (30) day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question.

**Section 10.03 Default Unique to City.** In addition, the City shall be in default under this Agreement if Owner or Developer submits a complete application for a proposed development permit, utility service extension, or other development approval with respect to the Property that complies with the terms of this Agreement, and, after reasonably adequate time for review and processing, City staff unreasonably withholds the approval or release of the proposed development permit, utility service extension, or development approval that City staff is authorized to approve administratively. The failure or refusal of City Council or any board or commission of the City to approve a proposed development permit, utility service extension, or other development approval with respect to the Property that complies with the terms of this Agreement within a reasonable time after submission of a complete application shall constitute a default. The City shall also be in default if it imposes any requirements, standards, moratoria, or interim development controls upon the Property that are in conflict with the express provisions of this Agreement.

**Section 10.04 Remedies.** If the defaulting Party does not substantially cure such default within the stated period of time, a non-defaulting Party may, in its sole discretion, and without prejudice to any other right under this Agreement, at law, or in equity, seek any relief available at law or in equity, including specific performance, mandamus, and/or injunctive relief; provided, however, that the City shall not be entitled to rescind or otherwise terminate this Agreement. The City hereby waives any sovereign immunity from suit for a default specific to this Agreement.

**Section 10.05 No Liability for Actions of Others.** Except as expressly set forth in this Agreement: (a) the liabilities, obligations, and responsibilities of Owners, Developer, and their respective successors and assigns under this Agreement are several and not joint; and (b) no Owner, Developer, or their respective successors and assigns, shall be in default under this Agreement or otherwise liable or responsible for any default which is not caused by such landowner or Developer or by any person acting by, through, or under such Owner, Developer or successor or assign.

**ARTICLE XI.**  
**MISCELLANEOUS PROVISIONS**

**Section 11.01 Termination.** This Agreement may be terminated as to all the Property only by express written agreement executed by all Parties. This Agreement may be

terminated as to a portion of the Property only by express written agreement executed by the City and the Owner, or its successors and assigns, of the portion of the Property affected by the termination. Upon termination, the Parties shall execute and file of record a document confirming the termination of this Agreement.

**Section 11.02 Agreement Binds Succession and Runs with the Land.** This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns, as provided herein. The terms of this Agreement shall constitute covenants running with the land comprising the Property and shall be binding on all future developers and owners of land within the Property. ~~Nothing in this Agreement is intended to impose obligations on individual owners of platted lots, except as expressly set forth in this Agreement, other than Ultimate Buyers.~~

**Section 11.03 Notice.** Any formal notice or other formal communication (“Notice”) given under this Agreement shall be in writing and may be given: (i) by deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to the Party to be notified; (ii) by deposit with Federal Express or another nationally recognized courier service guaranteeing “next day delivery”, with all charges prepaid, addressed to the Party to be notified; or (iii) by personal delivery to the Party to be notified or any agent of the Party. Notice deposited in the United States mail shall be effective from the earlier of the date of receipt or three (3) days after the date of such deposit. Notice given in any other manner shall be effective on the date delivered, if sent by personal delivery, or the day after deposit with a “next day delivery” service. For the purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

Owners: HK Baugh Ranch, LLC  
24607 Fairway Springs  
San Antonio, Texas 78260  
Attn: Paul Kuo, Manager

HK Riley’s Pointe, LLC  
24607 Fairway Springs  
San Antonio, Texas 78260  
Attn: Paul Kuo, Manager

~~Benchmark Acquisitions, LLC~~  
~~————— Jack’s Reserve, LTD~~  
~~c/o Camcorp Management, Inc.~~  
10410 Windermere Lakes Blvd.  
Houston, Texas 77065  
Attn: ~~Louis Trapolino, Manager~~ Maria Vanderzwet, Vice President

Developer: HK Real Estate Development, LLC

24607 Fairway Springs  
San Antonio, Texas 78260  
Attn: Paul Kuo, Manager

With a copy to: Allen Boone Humphries Robinson LLP  
1108 Lavaca Street, Suite 510  
Austin, Texas 78701  
Attn: Mr. Ryan Harper

City: City of San Marcos  
630 East Hopkins  
San Marcos, Texas 78666  
Attn: City Manager

With a copy to: City Attorney, Legal Department  
630 East Hopkins  
San Marcos, Texas 78666

The Parties may change their respective addresses from time to time by giving at least five (5) days' written notice to the other Parties. Owners and Developer may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

**Section 11.04 No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the City, Owners and the Developer.

**Section 11.05 Severability.** If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is similar in terms to the illegal, invalid or unenforceable provision as is possible.

**Section 11.06 Waiver.** Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

**Section 11.07 Further Assurances.** The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as may be reasonably necessary or desirable to effectuate the terms of this Agreement.



**Section 11.08 Reservation of Rights and Claims.** Owners and Developer do not, by entering into this Agreement, waive any rights arising under Chapter 245 of the Texas Local Government Code.

**Section 11.09 Applicable Law and Venue.** ~~THE CONSTRUCTION AND VALIDITY OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS.~~ The construction and validity of this Agreement shall be governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in the Hays County, Texas.

**Section 11.10 Attorneys' Fees and Court Costs.** In the event that any matter relating to this Agreement results in the institution of legal proceedings by any Party to this Agreement, the prevailing Party in such proceeding shall be entitled to recover all costs and expenses incurred by it in connection with such proceedings, including, without limitation, reasonable court costs and attorneys' fees.

**Section 11.11 Entire Agreement.** This Agreement, including all attachments and exhibits hereto, contains the entire agreement of the Parties. With the exception of the Consent Agreements, Strategic Partnership Agreements, and Utility Agreements, there are no other agreements or promises, oral or written, among the Parties regarding the subject matter of this Agreement. This Agreement and the agreements between the Parties referenced in this Agreement supersede all prior agreements between the Parties concerning the subject matter of this Agreement.

**Section 11.12 Recitals, Exhibits, Headings, Construction, and Counterparts.** The recitals and all schedules and exhibits referenced in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which will together constitute the same instrument.

**Section 11.13 Time.** Time is of the essence of this Agreement. ~~It~~ Except for time periods expressed in business days herein, in computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or

legal holiday.

**Section 11.14 Authority for Execution.** The City certifies, represents, and warrants that the execution of this Agreement is duly authorized, and that this Agreement is adopted in conformity with its charter and City ordinances. Each Owner and Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its limited liability company agreement.

**Section 11.15 Authority of Owners.** Any act of, and Notice and signature from, HK Baugh Ranch, HK Riley's Pointe or Developer with respect to this Agreement shall bind each Owner, including Benchmark, and Developer with the same force and effect as if each had so acted or given Notice or signed.

**Section 11.16 Force Majeure.** Each Party shall use good faith, due diligence, and reasonable care in the performance of its respective obligations under this Agreement; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within five (5) days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" means events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care, including, without limitation, acts of God or the public enemy, war, terrorism, criminal activity, riot, civil commotion, insurrection, government or de facto governmental action or failure to act (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions, floods, hurricanes, adverse weather, materials or labor shortages, strikes, slowdowns, work stoppages, or epidemics or pandemics.

**Section 11.17 Effect of Development Agreement.** This Agreement, including all development standards, approvals, consents, and plans, shall remain in effect for the term of this Agreement regardless of whether all or any portion of the Property is annexed and/or zoned. If there is any conflict or inconsistency between the provisions of this Agreement and otherwise applicable City ordinances, rules, or regulations, the terms of this Agreement control.

**Section 11.18 Memorandum of Agreement.** Contemporaneously with the execution of this Agreement, the Parties agree to sign a memorandum of agreement in the form attached as Exhibit H to be recorded in the Official Public Records of the County.

**[Section 11.19 Agreement. This Agreement specifically supersedes and replaces that Original Agreement dated effective December 7, 2021.](#)**

## Section 11.20 Statutory Verifications.

- (a) Anti-Boycott Verification. Pursuant to Chapter 2271 of the Texas Government Code, as amended, the Developer and Owners each verify that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither it nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliates boycotts Israel or will boycott Israel. The term “boycotts Israel” and “boycott Israel” as used in this paragraph has the meaning assigned to “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- (b) Foreign Terrorist Organizations. Pursuant to Chapter 2252 of the Texas Government Code, as amended, the Developer and Owners each represent and verify that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither it nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliates (a) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (b) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this Section has the meaning assigned to it in Section 2252.151 of the Texas Government Code.
- (c) No Boycott of Energy Companies. By signing and entering into the Agreement, Developer and Owners each verify, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.
- (d) No Discrimination Against Firearm Companies. By signing and entering into the Agreement, Developer and Owners each verify, pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), that it is not a Company that has a practice, policy,

guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

**~~Section 11.19~~Section 11.21 Exhibits.** The following exhibits are attached to this Agreement and made a part hereof for all purposes:

- Exhibit A-1 Legal Description of River Bend
- Exhibit A-2 Legal Description of Riley’s Pointe
- Exhibit B-1 Concept Plan—River Bend
- Exhibit B-2 Concept Plan—Riley’s Pointe
- Exhibit C River Bend Floodplain
- Exhibit D Easement Route
- Exhibit E Subdivision Regulations
- Exhibit F Variances
- Exhibit G-1 Utility Agreement (Hays County MUD No. 8)
- Exhibit G-2 Utility Agreement (Hays County MUD No. 9)
- Exhibit H Memorandum of Agreement

[SIGNATURE PAGES FOLLOW]

EXECUTED in multiple counterparts, each of which shall constitute an original.

CITY:

CITY OF SAN MARCOS, TEXAS

By: \_\_\_\_\_  
Name: ~~Jane Hughson~~ Stephanie Reyes  
Title: ~~Mayor~~

ATTEST:

\_\_\_\_\_  
Tammy Cook

~~Interim City Clerk~~ Manager

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HAYS                       §

This instrument was acknowledged before me on \_\_\_\_\_, 202  
by Jane Hughson, Mayor 2024, by Stephanie Reyes, City Manager of the City of San  
Marcos, Texas, a home-rule municipality, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

**OWNER:**

**HK BAUGH RANCH, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Paul Kuo, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_,  
[20222024](#), by Paul Kuo, Manager of HK Baugh Ranch, LLC, a Texas limited liability  
company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

**OWNER:**

**HK RILEY'S POINTE, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Paul Kuo, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_,  
[20222024](#), by Paul Kuo, Manager of HK Riley's Pointe, LLC, a Texas limited liability  
company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

EXECUTED in multiple counterparts, each of which shall constitute an original.

**OWNER:**

~~BENCHMARK ACQUISITIONS, LLC,  
JACK'S RESERVE, LTD.~~  
a Texas limited ~~liability company~~ partnership

By: \_\_\_\_\_ Camcorp  
Management, Inc.  
Louis Trapolino, Manager

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

\_\_\_\_\_ a Texas corporation  
its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_,  
20222024, by Louis Trapolino, Manager  
\_\_\_\_\_ of ~~Benchmark Acquisitions, LLC, Camcorp Management, Inc.,~~  
a Texas corporation, General Partner of JACK'S RESERVE, LTD., a Texas limited  
liability company partnership, on behalf of said corporation and limited liability  
company partnership.

\_\_\_\_\_  
Notary Public in and for the State of Texas



EXECUTED in multiple counterparts, each of which shall constitute an original.

**DEVELOPER:**

**HK REAL ESTATE DEVELOPMENT, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Paul Kuo, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_,  
[20222024](#), by Paul Kuo, Manager of HK Real Estate Development, LLC, a Texas limited  
liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A-1**  
**Legal Description of River Bend**

**EXHIBIT A-2**  
**Legal Description of Riley's Pointe**

EXHIBIT B-1  
Concept Plan—~~River Bend~~

EXHIBIT B-2  
Concept Plan—Riley's Pointe

**EXHIBIT C**  
**River Bend Floodplain**

**EXHIBIT D**  
**Easement Route**

**EXHIBIT E**  
**Subdivision Regulations**



**EXHIBIT F**  
**Variances**

Except as specifically provided in the Agreement and the variances set forth in this Exhibit F, the Property is subject to the Subdivision Regulations in effect as of the Effective Date of Original Agreement. To the extent any provisions of the Agreement and variances set forth in this exhibit conflict with the Subdivision Regulations, the provisions of the Agreement and this exhibit shall control. Capitalized terms used in this exhibit and not defined herein shall have the meaning given to them in the Agreement, and if not defined therein, the meaning given to them in the Subdivision Regulations. Unless otherwise specified herein, all section and table references shall be to sections and tables in the Subdivision Regulations.

In addition to any variances set forth in the body of the Agreement, the City hereby adopts the following variances to the Subdivision Regulations in the below table to facilitate the development of the Project:

<b>Section</b>	<b>Variance</b>
<del>Article 5, Division 4</del>	<del>The Project shall be exempt from Article 5, Division 4 of the Subdivision Regulations. The design, construction, and provision of wastewater facilities and services shall be governed by the Utility Agreements.</del>
<del>Section 3.6.2.1.B.1.</del>	<del>The exceptions to residential blocks having sufficient width to provide two (2) tiers of residential lots shall include residential lots when abutting an exterior or perimeter street. A combination of masonry fence, landscape berms, and open rail metal fence shall be used in lieu of a concrete or concrete masonry units (cmu) wall.</del>
<del>Section 3.6.2.1.B.2. and Table 3.1</del>	<del>The maximum length for a dead-end street in the Project shall be 750 feet.</del>
<del>Section 3.6.2.2</del>	<del>The Project shall be exempt from any requirement to incorporate a landscape island with an eyebrow.</del>
<del>Section 3.7.2.5</del>	<del>The Project shall be exempt from any requirement to install a seven (7) foot wide planting strip between back of curb and sidewalk, and shall be permitted to install the sidewalk along the back of curb and place any trees within the seven (7) foot planting strip in the yard of the lot.</del>
<del>Section 3.9.1.1.I.</del>	<del>As referenced in Section 3.9.1.1.I. of the Subdivision Regulations,</del>

	<del>the Project shall be exempt from the cut and fill standards set forth in Section 6.1.2.2. of the Subdivision Regulations, for cut or fill not greater than 12 feet.</del>
Section 3.10.1.2.D.2.	<del>The Project shall be exempt from Section 3.10.1.2.D.2. of the Subdivision Regulations. Parkland dedication requirements shall be governed by Section 5.05 of the Agreement.</del>

- a. Article 5, Division 4 (Wastewater) Facilities shall not apply. The design, construction, and provision of wastewater facilities and services shall be governed by the Utility Agreements.
- b. Section 3.6.2.1. Block Perimeter. The requirement for two tiers of residential lots shall not apply to lots and blocks which abut an exterior or perimeter street. A combination of masonry fence, landscape berms, and open rail metal fence shall be installed along the exterior or perimeter street.
- c. Section 3.6.2.1.B and Table 3.1 Block Perimeters. The maximum dead end street length, including cul-de-sacs, shall be amended to allow 800 feet, as measured in Section 3.6.2.2.
- d. Table 3.1 Block Perimeters. The maximum block perimeter shall be 10,000 feet where the proposed land use is industrial or multifamily. For any other land use, an applicant may request an extended block or variation in measurement permitted in Section 3.6.2.1.C. Block perimeter may be measured along land that is adjacent to: (i) steep slopes in excess of 25%; (ii) freeways; (iii) waterways; (iv) railroad lines; (v) pre-existing development; (vi) tree conservation areas; (vii) stream buffers; (viii) cemeteries; (viii) open space; or (ix) easements.
- e. The Project shall be exempt from any requirement to incorporate a landscape island with an eyebrow.
- f. Section 3.7.2.5 Neighborhood Streets. The Project shall be permitted to install the sidewalk along the back of curb and shall be permitted to plant street trees within a seven (7) foot planting strip adjacent to the sidewalk.
- g. Chapter 3, Article 10 Parks and Open Space shall not apply to the Project. Parkland dedication requirements shall be governed by Section 5.05 of the Agreement.
- h. Section 3.6.4.2.D.2. Alleys are not required within the Project, regardless of lot width.
- i. Section 3.6.4.2.D.6 shall be amended to allow 20 foot wide driveways on all residential lots. Provided, however, lot which are 40 or 45 feet in width shall have a minimum 15 foot front setback.
- j. Section 3.9.1.1.I and Section 6.1.2.2. Cut and Fill Standards shall be modified to allow up to 12 feet of cut and fill. Additionally, for that portion of the Project which is intended for commercial/industrial land uses, up to 30 feet of cut and fill shall be permitted provided that: (i) for that portion of the

Property within Riverbend, identified on the Riverbend Concept Plan as commercial/industrial, utilizing cut and fill in excess of 12 feet, up to 30 feet, enhanced water quality measures shall be incorporated during development to aid in 70% removal of increased total suspended solids from post construction stormwater runoff leaving such commercial/industrial property; and (ii) for that portion of the Property within Riley's Pointe, identified on the Riley's Pointe Concept Plan as commercial/industrial ("Riley's Pointe Commercial/Industrial"), utilizing cut and fill in excess of 12 feet, up to 30 feet: (a) enhanced water quality measures shall be incorporated during development to aid in 70% removal of increased total suspended solids from post construction stormwater runoff leaving such commercial/industrial property; and (b) drainage/detention facilities shall be constructed to reduce post-development flow rates for the 2, 10, 25, and 100-year frequency storm events discharging to the Rancho Vista subdivision to 85% of pre-development flow rates calculated based on average moisture condition of the watershed (AMC II); runoff volume increases shall be limited to 10% for the 2-year frequency and 2% for the 100-year frequency storm events discharging to the Rancho Vista subdivision based on AMC II; as reflected on Exhibit X3; in addition, detention basins, including outfall structures, shall be constructed to their permanent state prior to the commencement of any significant earthwork activities; (c) for that portion of the property within Riley's Pointe Commercial/Industrial located west of the proposed major thoroughfare ("Bravo Blvd"), an offsite storm drain system shall be constructed prior to the commencement of any significant earthwork activities with the phase of development that includes building sites located west of Bravo Blvd. to convey stormwater flows from such area across Redwood Road, as generally depicted on Exhibit X4; and (d) for that portion of the property within Riley's Pointe Commercial/Industrial located east of Bravo Blvd., the construction of the offsite storm drain system is not required to be constructed with building sites located east of Bravo Blvd. provided the construction of such building site(s) satisfy the requirements in (b) above. Stormwater infrastructure within the commercial/industrial portion of the Project will be conveyed through a combination of open (above ground) channels, open (above ground) water quality basins, open (above ground) detention basins, and underground storm drains as generally depicted on Exhibit X1. Detention, drainage, stormwater management facilities and water quality devices including basins are permitted to be placed within the buffer zone. Stormwater quality treatment may be provided by either on-site or off-site extended detention basins or other structural controls that treat a 1.25" design rainfall with 70% reduction in the increased total suspended solids load. Any temporary interceptor drains needed to accommodate phasing within the

commercial/industrial portion of the Project will be open (above ground)  
earthen channels.

**EXHIBIT G-1**  
**Utility Agreement**  
**(Hays County MUD No. 8)**

**EXHIBIT G-2**  
**Utility Agreement**  
**(Hays County MUD No. 9)**

**EXHIBIT H**  
**Memorandum of Amended Agreement**

**MEMORANDUM OF AMENDED DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS                   §  
  §       KNOW EVERYONE BY THESE PRESENTS:  
COUNTY OF HAYS                   §

AAn Amended Development Agreement (the “Agreement”) was made and entered into as of \_\_\_\_\_, 20212025, by and among the CITY OF SAN MARCOS, TEXAS (the “City”), a home-rule municipality, HK BAUGH RANCH, LLC, a Texas limited liability company (“HK Baugh Ranch”), HK RILEY’S POINTE, LLC, a Texas limited liability company (“HK Riley’s Pointe”), JACK’S RESERVE, LTD., a Texas limited partnership, as successor in interest to BENCHMARK ACQUISITIONS, LLC, a Texas limited liability company (“BenchmarkJack’s Reserve”, collectively with HK Baugh Ranch and HK Riley’s Pointe, the “Owners” and each an “Owner”), and HK REAL ESTATE DEVELOPMENT, LLC, a Texas limited liability company (“Developer”).

Owners own approximately 1,046.286 acres of land more particularly described in Exhibits A-1 (“River Bend”) and A-2 (“Riley’s Pointe”, collectively with River Bend, the “Property”) attached hereto. ~~The purpose of the Agreement is to define the City’s jurisdiction and regulatory authority over the Property, to establish certain restrictions and commitments imposed and made in connection with the Property, to provide increased certainty to Owners and Developer concerning the development approval process and development requirements, and to identify land uses and other aspects for the development of the Property.~~

A copy of the Agreement, and all exhibits, and supplements or amendments thereto, may be obtained from the City Clerk of the City, upon payment of duplicating costs.

EXECUTED as of \_\_\_\_\_, 20212025.

[Signature Pages Follow.]

CITY OF SAN MARCOS, TEXAS

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

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

Name: ~~Jane Hughson~~ Stephanie Reyes

Title: ~~Mayor~~

ATTEST:

\_\_\_\_\_

Tammy Cook

~~Interim City Clerk~~ Manager

~~THE STATE OF TEXAS~~ §

\_\_\_\_\_ §

~~THE STATE OF TEXAS~~ §

\_\_\_\_\_ §

COUNTY OF HAYS \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_,  
2021~~2025~~, by ~~Jane Hughson, Mayor~~ Stephanie Reyes, City Manager of the City of San  
Marcos, Texas, a home-rule municipality, on behalf of the City.

\_\_\_\_\_  
Notary Public in and for the State of Texas



**HK BAUGH RANCH, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Paul Kuo, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_,  
~~2021~~2025, by Paul Kuo, Manager of HK Baugh Ranch, LLC, a Texas limited liability  
company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**HK RILEY'S POINTE, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Paul Kuo, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_,  
~~2021~~2025, by Paul Kuo, Manager of HK Riley's Pointe, LLC, a Texas limited liability  
company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

BENCHMARK ACQUISITIONS, LLC,  
JACK'S RESERVE, LTD.  
a Texas limited liability company partnership

By: \_\_\_\_\_ Camcorp  
Management, Inc.  
Louis Trapolino, Manager

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

\_\_\_\_\_ a Texas corporation  
its General Partner

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

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

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

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

COUNTY OF \_\_\_\_\_ §

\_\_\_\_\_ This instrument was acknowledged before me on \_\_\_\_\_  
2021 the \_\_\_\_\_, 2025, by Louis Trapolino,  
Manager \_\_\_\_\_ of Benchmark  
Acquisitions, LLC, Camcorp Management, Inc., a Texas corporation, General Partner of  
JACK'S RESERVE, LTD., a Texas limited liability company partnership, on behalf of said  
corporation and limited liability company partnership.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notary Public in and for the State of Texas

**HK REAL ESTATE DEVELOPMENT, LLC,**  
a Texas limited liability company

By: \_\_\_\_\_  
Paul Kuo, Manager

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

This instrument was acknowledged before me on \_\_\_\_\_,  
~~2021~~2025, by Paul Kuo, Manager of HK Real Estate Development, LLC, a Texas limited  
liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A-1**  
**Legal Description of River Bend**

**EXHIBIT A-2**  
**Legal Description of Riley's Pointe**