

**AMENDMENT NO. 1 TO THE
REGIONAL WASTEWATER SERVICES AND FACILITIES
COST SHARING AGREEMENT
WITH THE CITY OF SAN MARCOS, TEXAS**

This Amendment No. 1 to the Regional Wastewater Services and Facilities Cost Sharing Agreement (“this Amendment”) is effective as of _____, 2025 (“the Effective Date”), by and between the City of San Marcos, Texas, a home rule municipality (the “City”); Clint Jones, in his individual capacity as landowner of the Fleming Farms Tract (as hereinafter defined) (“Jones”); Rattler Ridge, LP, a Texas limited partnership (“Rattler”); JLBC 710 Investments, LLC, a Texas limited liability company (“JLBC”); Highlander SM Two, LLC, a Texas limited liability company (“Highlander”); BBI COTTONWOOD 2012 LP (“Cottonwood”); Qualico Developments (U.S.), INC. (“Mason”); ~~and~~ Mulberry Meadows Development Company, LLC (“Mulberry”); ~~and~~ Guadalupe County Municipal Utility District No. 9. All of the foregoing are sometimes referred to collectively as “the Parties” and individually as “a Party”.

RECITALS

WHEREAS, the City entered into the Regional Wastewater Services and Facilities Cost Sharing Agreement (“the Original Agreement”) effective May 14, 2024 (attached hereto as Exhibit “1”), with Jones, Rattler, JLBC, and Highlander (Jones, Rattler, JLBC, and Highlander are collectively referred to herein as “the Original Developers”); and

WHEREAS, the Original Agreement provided for the City and the Original Developers to share in the costs of construction of Facilities (defined in the Original Agreement), which included a Wastewater Collection System, Wastewater Treatment Plant, and other necessary facilities, said Facilities to be owned and operated by the City and utilized in part to provide Wastewater Treatment Services to the Tracts subject to conditions in the Agreement with the understanding the City would serve other customers as well through the Regional Wastewater Treatment Plant; and

WHEREAS, Cottonwood, Mason and Mulberry (referred to collectively herein as “the New Developers”) are planning developments in the area of the Regional Wastewater Treatment Plant and the City, the Original Developers, and the New Developers now wish to execute this Amendment allowing the New Developers to become parties to the Original Agreement (attached at Exhibit “1”) as further set forth below;

AMENDMENT TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and benefits hereunder, the Parties agree the Original Agreement shall be amended as set forth in this Amendment No. 1, including the following:

1. The facts and recitations contained in the Recitals set forth above are found and declared to be true and correct and are incorporated into this Amendment.
2. The first paragraph of the Original Agreement shall be amended to add, BBI COTTONWOOD 2012 LP ("Cottonwood"), Qualico Developments (U.S.), INC. ("Mason"), and Mulberry Meadows Development Company, LLC ("Mulberry") as parties (collectively referred to herein as "the New Developers").
3. In the event the New Developers form Municipal Utility Districts, those Districts shall join in, and be bound by, the Original Agreement and this Amendment by executing a Joinder as described in the second paragraph of the Original Agreement.
4. The third paragraph of the Original Agreement shall be amended to add the New Developers as entities referred to as "Developers".
5. The fourth paragraph of the Original Agreement shall be amended to include any Municipal Utility Districts formed by the New Developers as those referred to as "District" or "Districts" throughout the Original Agreement.
6. The fifth paragraph of the Original Agreement shall be amended to include the New Developers as entities referred to individually as "Party" and collectively as "Parties" throughout the Original Agreement.
7. Exhibit B to the Original Agreement is hereby amended as attached to include the New Developer Tracts and Districts.
8. Exhibit D to the Original Agreement is hereby amended as attached to include the New Developer Tracts and Districts.
9. Exhibit E to the Original Agreement is hereby amended as attached to include the New Developer Tracts and Districts.
10. Exhibit F to the Original Agreement is hereby amended as attached to include the New Developer Tracts and Districts.

11. Except as otherwise expressly provided for herein the Original Agreement shall remain in full force and effect. Sections and Articles of the Original Agreement not modified herein shall remain unchanged.
12. The New Developers agree to participate in the costs of the construction of the Regional Wastewater Treatment Plant and other obligations under the terms of the Original Agreement as if they were one of the Original Developers with the modifications to the Original Agreement contained herein.

ARTICLE I DEFINITIONS

The definitions in the Original Agreement shall remain unchanged except the definitions shall be added or modified as indicated in this Amendment No. 1.

The following definitions shall be added:

1. "Cottonwood Municipal Utility District" or "Cottonwood MUD" shall mean a proposed conservation and reclamation district and body politic and governmental agency of the State of Texas that is anticipated to include the Cottonwood Tract within its boundaries.
2. "Cottonwood Easement" shall mean: (i) one (1) non-exclusive 30-foot wide water line and wastewater line/ force main/ lift-station easements to be granted by JLBC to the City, of a form and content and in a location in, to, under, and across a portion of the Sedona South Tract reasonably acceptable to JLBC and consistent with JLBC's and Cottonwood's plans for development of the Sedona South Tract and the Cottonwood Tract and within which portions of the Wastewater Collection System connecting the Cottonwood Tract to the Main Lift Station may be located; and (ii) one (1) 40-foot wide temporary construction easement to be granted by JLBC to Cottonwood and/or its successor MUD, of a form and content reasonably acceptable to JLBC and adjacent to and overlapping the easement described in item (i) above to facilitate Cottonwood's construction and installation of the portions of the Wastewater Collection System described in item (i) above.
3. "Cottonwood Tract" shall mean that 70.5 acres of land owned by BBI COTTONWOOD 2021 LP shown more particularly on Exhibit B, attached hereto.
4. "Mason Municipal Utility District" or "Mason MUD" shall mean a proposed conservation and reclamation district and body politic and governmental agency of the State of Texas that is anticipated to include the Mason Tract within its boundaries.

5. "Mason Easement" shall mean: (i) two (2) non-exclusive 20-foot wide wastewater line/ force main/ lift-station easements to be granted by JLBC and Highlander to the City and to Mason (in the case of self-help), each of a form and content and in a location in, to, under, and across a portion of the Sedona South Tract and the Highlander Tract reasonably acceptable to JLBC and Highlander and consistent with JLBC's and Highlander's plans for development of the Sedona South Tract and the Highlander Tract and within which portions of the Wastewater Collection System connecting the Mason Tract to the Main Lift Station may be located; and (ii) two (2) 40-foot wide temporary construction easements to be granted by JLBC and Highlander to Mason and/or its successor MUD, each of a form and content reasonably acceptable to JLBC and Highlander and adjacent to and overlapping the easements described in item (i) above to facilitate Mason's construction and installation of the portions of the Wastewater Collection System described in item (i) above.
6. "Mason Tract" shall mean that 306.490 acres of land owned by Qualico Developments (U.S), INC. shown more particularly on Exhibit B, attached hereto.
7. "Mulberry Easement" shall mean (i) two (2) non-exclusive 20-foot wide wastewater line/ force main/ lift-station easements to be granted by JLBC and Highlander to the City, each of a form and content and in a location in, to, under, and across a portion of the Sedona South Tract and the Highlander Tract reasonably acceptable to JLBC and Highlander and consistent with JLBC's and Highlander's plans for development of the Sedona South Tract and the Highlander Tract and within which portions of the Wastewater Collection System connecting the Mulberry Tract to the Main Lift Station may be located; and (ii) two (2) 40-foot wide temporary construction easements to be granted by JLBC and Highlander to Mulberry and/or its successor MUD, each of a form and content reasonably acceptable to JLBC and Highlander and adjacent to and overlapping the easements described in item (i) above to facilitate Mulberry's construction and installation of the portions of the Wastewater Collection System described in item (i) above.
8. "Mulberry Tract" shall mean that 205.6 acres of land owned by Mulberry Meadows Development Company, LLC, shown more particularly on Exhibit B, attached hereto.

In addition to the definition changes above, the following definitions shall be modified:

1. The definition of "LUE Fee" shall be amended to add: (iii) \$8,300 per LUE that Cottonwood, Mason and Mulberry agree to pay to the City in accordance with the Payment Schedule (as hereinafter defined).
2. The definition of "Tract" or "Tracts" is hereby amended to include the Cottonwood Tract, the Mason Tract and the Mulberry Tract as land benefitted by the Facilities as shown on Exhibit B, attached hereto.

ARTICLE II WASTEWATER FACILITIES

The following shall be modified:

1. Construction, Design, and Financing of the Wastewater Facilities. The City, at its cost and expense, shall permit, design, and construct the Facilities (excluding the Improvements) necessary to provide Wastewater Services to the Customers. The City's obligation to make Wastewater Services available to the Customers within each Tract and District shall be in the amounts reflected in the Absorption Schedule attached hereto and such obligation is explicitly not conditioned upon the construction and completion of the Interim Plant, Main Lift Station or the Plant. The City is obligated to make Wastewater Services available to the Customers within each Tract and District in accordance with the Absorption Schedule, commencing on **March 1, 2026** and continuing thereafter, increasing the number of LUEs of available Wastewater Services annually until the total number of LUEs allocated to each Tract and District, per the Absorption Schedule, are provided. Notwithstanding the foregoing, the City shall not be obligated to provide Wastewater Services to the Customers within each Tract or District until such time as such Developer or District has constructed the Improvements, in accordance with the Regulatory Requirements, necessary to connect such Tract or District to the then-existing Wastewater Collection System or the Main Lift Station in accordance with City Standards.
3. City's Main Lift Station or Collection Facility. The City shall construct the Main Lift Station or some other collection facility at the Plant Site on or before **March 1, 2026**, for the Developers and Districts to connect their respective Improvements to such facility.

5. City Review of Plans.

- a. Upon making a complete initial or updated submittal, the City's comments to Subdivision Construction Plans/Public Improvement Construction Plans ("PICPs") will be issued within thirty (30) business days. If the City fails to provide comments to such PICPs within said thirty (30) business days, such PICPs shall be deemed approved. If the Tract is located outside the City limits and ETJ, no additional permits beyond PICPs and any permits/inspections necessary for residential or commercial wastewater service connections shall be required.
- b. With respect to the submission of Watershed Protection Plan, Phase 2 ("WPP2") and associated application documents subject to this Section 5 (the "application"), the City will review the WPP2 application submittal for completeness within ten (10) days of its submission to the City. The completeness review will not be for a determination of technical adequacy or accuracy, but only to administratively verify whether all required material and information has been submitted. Prior to acceptance, the City may reject the application for being incomplete, in which case the developer must resubmit such plans and associated application documents to include those items identified by the City to be insufficient or incomplete. The City will have ten (10) additional days from the date of any resubmission of additional materials to review again for completeness. This process shall repeat until the City accepts the application as complete.
- c. Concurrent with submission of an application to the City for review, the developer shall indicate in writing which of the following shall be the technical reviewer of the application and plans:
 - i. City staff, with permit and review fees paid to the City;
 - ii. The City's contracted third-party firm (in which case the developer shall pay the City for the permit and contracted fee for the third-party review); or,
 - iii. The Municipal Utility District's engineer, under a direct contract with the developer for payment of the engineer's review services (and the developer paying the City its standard permit fees).
- d. Once the application is complete and accepted for technical review, the reviewer then has thirty (30) days from the date the application is deemed complete to approve the application or to provide a

response to the applicant that includes any technical comments or questions that must be resolved before the application will be approved. This shall repeat until all reviewer's questions and comments have been addressed by the developer engineers.

7. Total Capacity Reserved. In exchange for the payment of LUE Fees and construction and conveyance of the Improvements, the City agrees to provide 6,248 LUEs of Wastewater Services to the Customers and allocate and reserve to the Tracts and the Districts a total of 6,248 LUEs of Wastewater treatment capacity in the Plant, as reflected in the Absorption Schedule, and the number of LUEs to each respective Tract and District reflected in the Absorption Schedule. The Parties agree that the Absorption Schedule, attached hereto as Exhibit D, represents each Tract's and/or District's projected and maximum annual Wastewater Services requirements in LUEs, beginning no sooner than **March 1, 2026**. In exchange for the payment of LUE Fees, the City shall allocate and reserve the total annual amount of LUEs of Wastewater Services to the Customers within each Tract and District in accordance with the Absorption Schedule each year, regardless of the active or proposed connections that may exist on any Tract in any given calendar year.

In addition to the modification above, the following sections shall be added:

11. The City acknowledges and agrees that, as of the execution date of this Amendment, it has unreserved capacity for 166 LUEs in the City's existing Wastewater Collection System, including the City's existing wastewater treatment plant. As of the execution date of this Amendment, the City hereby allocates and reserves for the Customers within the Mulberry Tract a total of 166 LUEs of Wastewater Services in the City's existing Wastewater Collection System or such other Wastewater treatment facilities as the City may elect. Such 166 LUEs shall remain allocated and reserved so long as the City has not terminated this Agreement as to Mulberry for an uncured Major Default in accordance with Article VI. In exchange for Mulberry's payment of these 166 LUE Fees in accordance with the Payment Schedule attached hereto as Exhibit E, the City agrees to make available Wastewater Services to the Customers within the Mulberry Tract as the LUE Fees are paid.
12. The City shall provide Wastewater Treatment Services and meet other obligations to the New Developers under the same terms as those set forth in the Original Agreement attached, subject to the modifications to the Original Agreement contained herein.

ARTICLE III PAYMENT

1. The last sentence of Article III, Section 1, of the Original Agreement is hereby amended as follows: Certain of the annual installments of the LUE Fee payments commence in 2025 and shall be paid ~~in full~~ on or before August 1, 2025 in accordance with the Payment Schedule, Exhibit E.

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ARTICLE IV EASEMENTS AND CONVEYANCE OF PLANT SITE

The following sections shall be added:

7. New Developers Contributions to City Relative to Plant Site. Cottonwood, Mason, and Mulberry shall provide contributions to the City of \$80.03 per LUE in recognition of the City capacity utilized by Cottonwood, Mason and Mulberry, which City capacity was the basis for the City's forgiveness of approximately \$2 million in LUE Fees to JLBC as the City's contribution for the Plant Site. Within thirty (30) days of the City obtaining the Discharge Permit, Cottonwood, Mason and Mulberry shall pay their respective amounts, as shown in Exhibit F, to the City.
8. Cottonwood Easements, Mason Easements, and Mulberry Easements. Within thirty (30) days of a request by Cottonwood, Mason, or Mulberry, JLBC and/or Highlander, as applicable, agrees to grant the respective Cottonwood Easements, Mason Easements, or Mulberry Easements, or applicable portions thereof; provided, however, no request shall be made to Highlander to grant an easement(s) until such time Highlander owns the Highlander Tract. Cottonwood, Mason, and Mulberry shall pay nothing for the Cottonwood Easements, Mason Easements, and Mulberry Easements, but shall bear their respective costs of surveys of the Cottonwood Easements, Mason Easements, and Mulberry Easements, which shall be provided to JLBC and/or Highlander, as applicable, for review and approval, which shall not be unreasonably withheld or delayed.

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ARTICLE V INTERIM WASTEWATER SERVICES

Section 1. (c) shall be modified as follows:

The amended Fleming Farms Discharge Permit application shall be for "0.99 MGD".

ARTICLE VI DEFAULT

The following sections shall be modified:

1. City's Failure to Commence and Continue Provision of Wastewater Services. If the City fails to abide by the Absorption Schedule either through (i) a failure to commence making the Wastewater Services available to the Tracts and the Districts, or any of them or portion of them as set forth in the Absorption Schedule, on **March 1, 2026**, or (ii) a failure to provide continuous Wastewater Services to the Tracts and the Districts, or any of them or portion of them, in accordance with the Absorption Schedule (whether under the City's existing permit, the amended Fleming Farms Discharge Permit, or the Discharge Permit), and fails to: (i) cure such default within sixty (60) days after receipt of written notice of default from the Developers, the City shall be in default. If such a default occurs and the City has not obtained the amended Fleming Farms Discharge Permit, the City shall promptly commence the process of (and diligently pursue to completion) reassigning the Fleming Farms Discharge Permit to Jones. In the event the Developers terminate this Agreement, in whole, under this Section 1, the City shall have no further obligation under this Agreement, except for (i) the City's obligation to continue to provide the Sedona South Initial Wastewater Services for which the LUEs have been paid for to the Customers in Sedona South, and (ii) the City's obligations set forth in Article VI, Section 7, and the Developers will not pursue any other additional recourse. In accordance with Article II, Section 3, the City shall timely construct the Main Lift Station; provided, however, if the City has met that obligation, the City shall not be obligated to provide Wastewater Services to a Developer's Tract or District until such time as such Developer or District has constructed the Improvements, in accordance with the Regulatory Requirements, necessary to connect such Developer's Tract or District to the City's system or the Main Lift Station in accordance with City Standards.

ARTICLE VII MISCELLANEOUS

The following sections shall be added:

24. The person executing this Amendment on behalf of the City represents and warrants the City Council has approved this Amendment and authorizes its representative, the City Manager, to bind the City validly and legally to all terms provided herein.
25. The person executing this Amendment on behalf of each Original Developer and each New Developer represents and warrants he/she is the authorized representative of the respective Original Developer or New Developer and is authorized to execute this Amendment.

~~26.~~ Notwithstanding anything to the contrary herein, Highlander's rights set forth in the Original Agreement, including its rights set forth in Article V, Section 2(a) of the Original Agreement, shall remain in full force and effect.

1. ~~Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:~~

- ~~Exhibit "1" Original Agreement~~
- ~~Exhibit "B" Revised Developers' Tracts~~
- ~~Exhibit "D" Revised Absorption Schedule~~
- ~~Exhibit "E" Revised Payment Schedule~~
- ~~Exhibit "F" Revised Developer Proportionate Sharing~~

~~IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below to be effective as of the Effective Date.~~

~~[COUNTERPART SIGNATURE PAGES FOLLOW]~~

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COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

THE CITY:

THE CITY OF SAN MARCOS, TEXAS,
a Texas home rule municipality

By: _____
Stephanie Reyes, City Manager

Date: _____, 2025

ATTEST:

By: _____
Elizabeth Trevino,
City Clerk

Date: _____, 2025

26. COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

—
—

— JONES:

—
—

— CLINT JONES

—
Date: _____, 2025

26. COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

RATTLER:

RATTLER RIDGE, LP,
a Texas limited partnership

By: _____

Its general partner

By: _____
Clint Jones, _____

Date: _____, 2025

26. COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

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— JLBC:

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— JLBC 710 INVESTMENTS, LLC,
— a Texas limited liability company

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—

— By: _____

— John S. Lloyd, Manager

—

— Date: _____, 2025

26. COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

HIGHLANDER:

HIGHLANDER SM TWO, LLC,
a Texas limited liability company

By: _____

John Maberry, Manager

Date: _____, 2025

26. COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

_____ COTTONWOOD:

_____ Name: _____

_____ Title: _____

_____ Date: _____, 2025

26. COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

_____ MASON:

_____ Name: _____

_____ Title: _____

_____ Date: _____, 2025

26. COUNTERPART SIGNATURE PAGE TO
AMENDMENT NO. 1 TO REGIONAL WASTEWATER SERVICES AND
FACILITIES AGREEMENT

MULBERRY:

Name: _____

Title: _____

Date: _____, 2025

26. EXHIBIT "1"

REGIONAL WASTEWATER SERVICES AND FACILITIES COST SHARING
AGREEMENT, EXECUTED MAY 14, 2024

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26. EXHIBIT "B"

DEVELOPERS' TRACTS

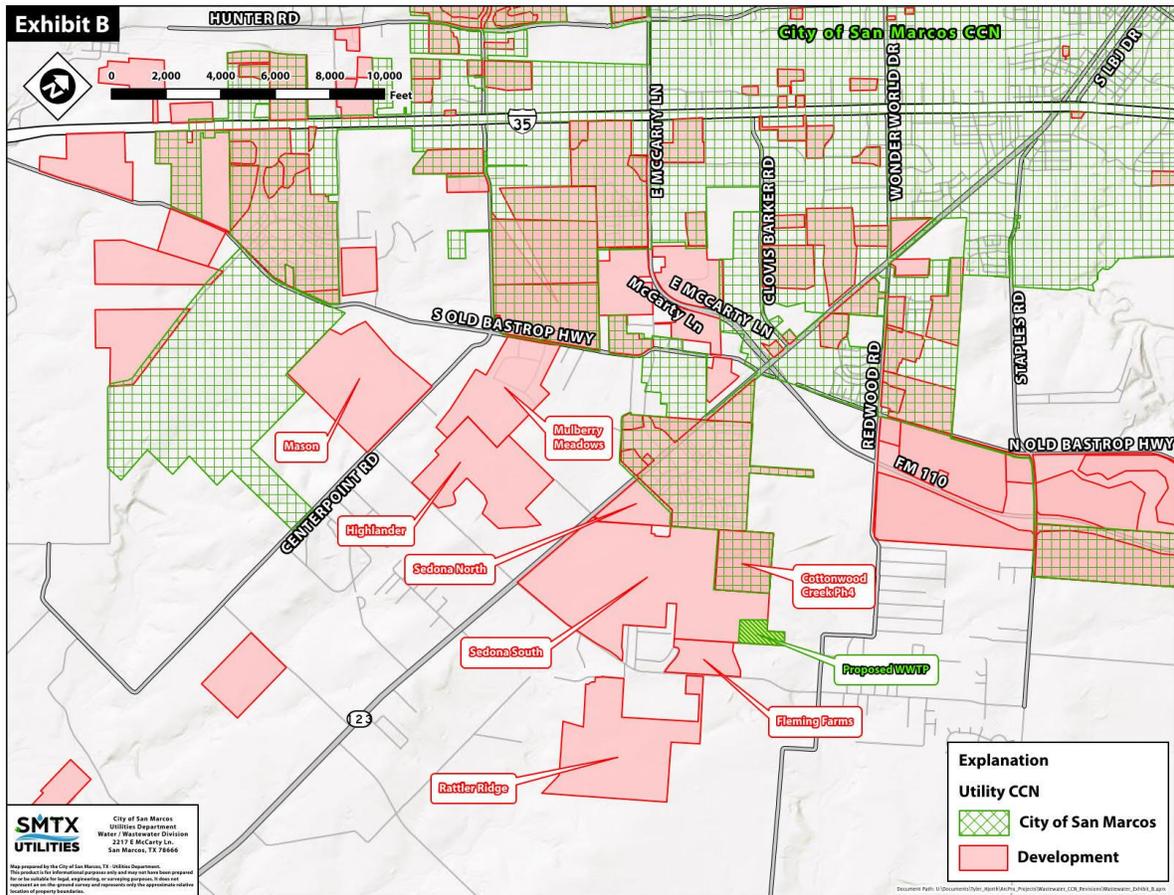


EXHIBIT "D"
ABSORPTION SCHEDULE

TOTAL NUMBER OF LUEs								
DEVELOPMENT / YEAR	Sedona South	Highlander	Fleming Farms	Rattler Ridge	Mason	Mulberry Meadows	Cottonwood	TOTAL LUEs
2024	0	0	0	0	0	0	0	0
2025	100	0	80	60	0	0	0	240
2026	340	150	240	300	126	92	0	1,248
2027	590	330	334	540	295	239	36	2,364
2028	890	530	334	780	461	341	72	3,408
2029	1245	755	334	1020	628	427	118	4,527
2030	1595	980	334	1260	794	547	166	5,676
2031	1945	1205	334	1500	886	677	214	6,761
2032	2295	1400	334	1740	886	677	262	7,594
2033	2645	1400	334	1869	886	677	310	8,121
TOTAL	2645	1400	334	1869	886	677	310	8,121

TOTAL NEW LUEs								
DEVELOPMENT / YEAR	Sedona South	Highlander	Fleming Farms	Rattler Ridge	Mason	Mulberry Meadows	Cottonwood	TOTAL LUEs
2024	0	0	0	0	0	0	0	0
2025	100	0	80	60	0	0	0	240
2026	240	150	160	240	126	92	0	1,008
2027	250	180	94	240	169	147	36	1,116
2028	300	200	0	240	166	102	36	1,044
2029	355	225	0	240	167	86	46	1,119
2030	350	225	0	240	166	120	48	1,149
2031	350	225	0	240	92	130	48	1,085
2032	350	195	0	240	0	0	48	833
2033	350	0	0	129	0	0	48	527
TOTAL	2645	1400	334	1869	886	677	310	8,121

26. EXHIBIT "E"

PAYMENT SCHEDULE

TOTAL NEW LUES								
DEVELOPMENT / YEAR	Sedona South	Highlander	Fleming Farms	Rattler Ridge	Mason	Mulberry Meadows	Cottonwood	TOTAL LUES
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2025	\$755,000	\$0	\$664,000	\$498,000	\$0	\$0	\$0	\$1,917,000
2026	\$1,812,000	\$1,245,000	\$1,328,000	\$1,992,000	\$1,045,800	\$763,600	\$0	\$7,422,800
2027	\$1,887,500	\$1,494,000	\$780,200	\$1,992,000	\$1,402,700	\$1,220,100	\$298,800	\$7,556,400
2028	\$2,265,000	\$1,660,000	\$0	\$1,992,000	\$1,377,800	\$846,600	\$298,800	\$7,294,800
2029	\$2,680,250	\$1,867,500	\$0	\$1,992,000	\$1,386,100	\$713,800	\$381,800	\$7,925,850
2030	\$2,642,500	\$1,867,500	\$0	\$1,992,000	\$1,377,800	\$996,000	\$398,400	\$7,879,800
2031	\$2,642,500	\$1,867,500	\$0	\$1,992,000	\$763,600	\$1,079,000	\$398,400	\$7,265,600
2032	\$2,642,500	\$1,618,500	\$0	\$1,992,000	\$0	\$0	\$398,400	\$6,253,000
2033	\$2,642,500	\$0	\$0	\$1,070,700	\$0	\$0	\$398,400	\$3,713,200
TOTAL	\$19,969,750	\$11,620,000	\$2,772,200	\$15,512,700	\$7,353,800	\$5,619,100	\$2,573,000	\$65,420,550

26. EXHIBIT "F"

— DEVELOPER PROPORTIONAL SHARING

Special Consideration @ 20% of \$2,500,000	
Fleming Farms	\$ 26,729
Highlander	\$ 112,036
Rattler Ridge	\$ 149,568
Sedona South	\$ 211,668

New Developers' Comp to COSM	
Mason	\$ 70,903
Mulberry	\$ 54,177
Cottonwood	\$ 24,808

26.