CHAPTER 381 AGREEMENT
VIERA DEVELOPMENT

This agreement (this *Agreement*) regarding the expansion and improvement of a certain public roads, as more fully described herein is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the *County*), and the undersigned developer (the *Developer*) (the *Developer* and collectively with the County, the *Parties* and each the *Party*), and is effective upon the execution of this Agreement by the County and the Developer (the *Effective Date*).

I. RECITALS

WHEREAS, the Commissioners Court (the *Court*) of the County recognizes the importance of its continued role in local economic development and the protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, the Developer has under contract to acquire, and anticipates owning prior to December 31, 2024, approximately 485.479 acres of land (the *Property*) located wholly in the County but not within the corporate limits or extraterritorial jurisdiction of any municipality which the Developer intends to develop or cause to be developed as a high-quality, master-planned single-family residential community and commercial development to be known as "Viera" (the *Project*) as depicted in **Exhibit "A"** attached hereto and incorporated herein for all purposes; and

WHEREAS, on even date herewith, Developer and County have entered into that Development Agreement for the purpose of establishing a public improvement district on the Property and providing conditions by which the Developer has agreed to adhere in connection with its developing the Property in furtherance of the Project (the *PID DA*); and

WHEREAS, the Project requires, and the PID DA identifies and includes a future major public arterial road (*Viera Parkway*), as well as and a public collector road that will connect the Viera Parkway to Medina Valley Independent School District (*MVISD*) campuses (*MVISD Collector Road*), as further depicted in **Exhibit "B"** attached hereto and incorporated herein for all purposes ; and

WHEREAS, in the PID DA, the County has requested and the Developer has agreed (i) to expand Viera Parkway beyond what would ordinarily be required to satisfy the requirement of the Project based on its identified scope and (ii) develop the MVISD Collector Road in advance of when needed to serve the Project (regardless of whether such development is needed at all by the Developer to deliver the Project, as currently contemplated); and

WHEREAS, the PID DA delineates and defines the Viera Parkway in two components, being the "Base Major Arterial Road Component" (which is comprised of those elements of Viera Parkway representing what is as needed to service the Project, as contemplated by the Developer and as further described in **Exhibit "C"** attached hereto and incorporated herein for all purposes) and the "Expanded Major Arterial Road Component" (which is comprised of those elements of

Viera Parkway attributable to the County's request to expand Viera Parkway beyond what would ordinarily be required to satisfy the requirement of the Project based on its identified scope, such expanded components further described in **Exhibit "D"** attached hereto and incorporated herein for all purposes); and

WHEREAS, the Developer has agreed, in exchange and as consideration for certain incentives from the County, to construct Viera Parkway to include the Expanded Major Arterial Road Component and to construct the MVISD Collector Road; and

WHEREAS, the County has determined that enhancement, expansion, and improvement of Viera Parkway to include the Expanded Major Arterial Road Component and to construct the MVISD Collector Road, in accordance with the terms of the PID DA and as a necessary part of the Project will benefit the County by, among other things, expanding and improving the County's roadway system, increasing the County's property tax base and sales and use tax base, and creating enhanced housing and commercial opportunities for County residents; and

WHEREAS, this Agreement is an agreement emanating from and entered into in furtherance of the Economic Development Program established by the Court on November 21, 2019 pursuant to Order No. 2019-11-21; and

WHEREAS, the County and the Developer agree that the provisions of this Agreement substantially advance legitimate County interests by expanding and improving the County's roadway system, increasing the County's property tax base and sales and use tax base, and creating enhanced housing and commercial opportunities for County residents; and

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

II. DEFINITIONS

2.01 **Construction of Terms**. All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders. The titles given to any article or section of this Agreement are for convenience or reference only and are not intended to modify the meaning of the article or section.

2.02 **Definition of Certain Terms**. As used in this Agreement, and in addition to those terms defined in the recitals above, the following terms shall have the meanings set out below:

"*Affidavit of Payment*" means an affidavit of payment from any contractor, subcontractor, material supplier, and/or laborer that has provided goods and/or services in relation to the Improved Road and that is the subject of a Developer's Reimbursement Request submitted by Developer to the County in accordance with Section 5.05 hereof.

"*Authorizing Resolution*" means County Resolution No. 2024-12-02-3 adopted by the Court on December 2, 2024, which Order authorizes the County's entering into this Agreement and authorizes other matters necessary or incidental to the foregoing, all in accordance with Chapter 381 of the Texas Local Government Code, as amended.

"*Bankruptcy Event*" means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization, or other relief in respect of the Developer or of a substantial part of the assets of the Developer under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator, or similar official for the Developer or a substantial part of the Developer's assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Developer shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Developer or for a substantial part of the Developer's assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

"*Chapter 381*" means Chapter 381, as amended, Texas Local Government Code.

"*County Ad Valorem Taxes*" means seventy percent (70%) of the County revenues derived from those annual ad valorem taxes thereby levied upon the Viera Property Incremental Value for all purposes, other than payment of debt service (also known as the interest and sinking fund tax), during the Term and collected by the County through the Reimbursement Period.

"*County Viera's Property Base Value*" means the appraised value of the Property as of January 1, 2025.

"*County Viera's Property Incremental Value*" means the appraised value of the Property as of January 1 of each year, beginning in 2026 and continuing for the duration of the Term, that is in excess of the County Viera Property Base Value.

"*Developer's Reimbursement Request*" means a Grant Installment payment request made by the Developer for some or all Reimbursable Costs incurred, which request shall be in the form attached hereto as **Exhibit "E"** and shall include the requirements specified in Section 5.05 hereof.

"*Economic Development Program*" means a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the County, as authorized by and in compliance with Article III, Section 52-a of the Texas Constitution and Section 381.004, as amended, Texas Local Government Code, as established by the Court's Order No. 2019-11-21-1 of November 21, 2019 and pursuant to which the Grants are made.

"*Force Majeure Event*" means war, act of terrorism, civil commotion, pandemic, quarantine, fire, severe flood, hurricane, tornado, explosion, court order, or change in requirements of applicable law in existence as of the date hereof or other similar events or circumstances that are outside of Developer's control, but only to the extent that such events or circumstances delay final completion of the Improved Road or otherwise make Developer's construction of the Viera Parkway and MVSID Collector Road impracticable or impossible after taking reasonable steps to mitigate the effects thereof.

"*Final Grant Installment Payment Date*" means the date that is the earlier to occur of (i) the Grant Installment Payment Date that is the last day of the Reimbursement Period and (ii) the regularly scheduled Grant Installment Payment Date upon which the aggregate amount of all Grant Installments paid to Developer under this Agreement totals the Maximum Disbursement Amount.

"*Grant Installment*" has the meaning ascribed thereto in Section 5.04 hereof.

"*Grant Installment Payment Date*" means (i) June 1st of each year, commencing on June 1, 2027, and (ii) the last day of the Reimbursement Period.

"*Grant Proceeds Collection Account*" means the "Medina County, Texas Viera Development Grant Proceeds Collection Account" established, created, and required to be maintained by the County pursuant to the Authorizing Resolution.

"*Grants*" means grants made by the County pursuant to Article V of this Agreement.

"*Maximum Disbursement Amount*" means the lesser of the sum of the Reimbursable Costs and Four Million Six Hundred Fifteen Thousand Nine Hundred Forty-Six and No/100 Dollars ($4,615,946), being the maximum dollar amount of Grants that the Developer is eligible to receive hereunder.

"*Reimbursable Costs*" means the Developer's actual costs incurred for designing, developing, and constructing the Expanded Major Arterial Road Component and the MVISD Collector Road, less any costs of the MVISD Collector Road satisfied by Assessments (including proceeds of PID Bonds) as contemplated in the PID DA.

"*Reimbursement Period*" means the period of time during which the County collects County Ad Valorem Taxes that are subject to the County's obligation to make, and the source of the County's payment of, Grants, which period of time includes the Term and the remainder of the calendar year of the year in which occurs the Termination Date.

"*State*" means the State of Texas.

"*Term*" means the period of time stated in Section 3.02 hereof.

"*Termination Date*" means the date that is the first to occur of (i) fifteen (15) years after the Effective Date and (ii) the duties and obligations arising hereunder of each of the Parties hereto have been fully satisfied, the same having been acknowledged, in writing, by each Party, acting in favor of the other Party.

III. AUTHORITY AND TERM

3.01 **Authority**. The County enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State, including Article III, Section 52-a of the Texas Constitution, Chapter 381, the Authorizing Resolution, and the Economic Development Program. The Developer enters into this Agreement pursuant to its general corporate or individual powers.

3.02 **Term**. This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date. If the Termination Date is the date specified in Clause (i), then this Agreement shall terminate notwithstanding the County's not having paid to Developer the Maximum Disbursement Amount (or that such payment in full is not expected to be made through conclusion of the Reimbursement Period). Notwithstanding anything to the contrary, this Agreement may be extended by mutual agreement of the Parties.

IV. IMPROVED ROAD DEVELOPMENT AND DEDICATION

4.01 **Commencement; Completion**. The Developer will commence construction of Viera Parkway, to include the Expanded Major Arterial Road Component and the MVSID Collector Road in accordance with (including the timing for commencement thereof) the terms included in the PID DA. Subject to a Force Majeure Event, the Developer shall continuously perform necessary work on Viera Parkway and the MVISD Road as is necessary to assure their completion a quickly as possible, but no later than December 1, 2029.

4.02 **Governing Regulations and Construction Standards; Payment of Costs; and Dedication of Improvements**. The application of Governing Regulations, the construction standards to which the Developer shall adhere, and the payment of costs, and the dedication upon completion for ownership and maintenance with respect to Viera Parkway and the MVISD Collector Road shall be governed by the applicable provisions of the PID DA.

V. ECONOMIC DEVELOPMENT INCENTIVES

5.01 **Generally**. The County has determined that the Project will result in increased County property tax revenue, increased County sales and use tax revenue, which together are intended to provide a catalyst to the economy of the County in numerous ways. In addition, the accomplishment of Viera Parkway and MVSID Collector Road as provided by this Agreement and the PID DA will assist the County in the management of traffic congestion mitigation in and around the area of the County surrounding the Project and will mitigate the effects of increased density on the County's road system. In exchange for delivery of these benefits and increased economic development, the County agrees to provide the Developer with the economic development incentives as outlined below.

5.02 **Grants**. In exchange for the Developer's satisfaction of its duties and obligations hereunder, the County shall grant, convey, and deliver to the Developer, at the times, in the amounts, subject to the limitations, and otherwise in accordance with the terms hereafter provided, financial incentives, in an amount equal to the Maximum Disbursement Amount, in the form of the Grants. The Grants are made, granted, conveyed, and delivered to the Developer pursuant to and in furtherance of the Economic Development Program.

Grants shall be funded by the County solely from, and subject to the availability of, the County Ad Valorem Taxes in amounts sufficient to fund any Grant (being the amounts at such time on deposit in the Grant Proceeds Collection Account), and from no other source of County funds or revenues. The County makes no representations or warranties as to the sufficiency or availability of County Ad Valorem Taxes to fund the Grants and because this County payment obligation is so limited as to source and amount as heretofore described, Developer and County agree that the County's obligation to pay Grants to the Developer does not result in the creation of a County debt as prohibited by the State constitution. No lien is granted, nor does the Developer have any right, priority, or preference to the County Ad Valorem Taxes or amounts from time to time on deposit and held in the Grant Proceeds Collection Account.

As stated above, Grants shall only be paid to the Developer subject to the availability of County Ad Valorem Taxes to fund the Grants from amounts at such time on deposit in the Grant Proceeds Collection Account.

5.03 **Grant Proceeds Collection Account**. In the Authorizing Resolution, the County has established the Grant Proceeds Collection Account. As required by the Authorizing Resolution, the County shall, beginning in the 2026 tax year, deposit to the Grant Proceeds Collection Account, as received, the County Ad Valorem Taxes and shall continue to deposit to the Grant Proceeds Collection Account in each subsequent year through and including the year in which occurs the Termination Date all County Ad Valorem Taxes until such time that the aggregate amount of all deposits of County Ad Valorem Taxes to the Grant Proceeds Collection Account equals the Maximum Disbursement Amount.

Amounts on deposit in the Grant Proceeds Collection Account shall be disbursed in accordance with the provisions of Section 5.04 hereof. Any amounts on deposit in the Grants Proceeds Collection Account at the time of expiration of the Reimbursement Period or at the time that the sum of all Grant Installments equals the Maximum Disbursement Amount shall be transferred to the County for further deposit to its general fund, as further provided in Section 5.06 hereof.

5.04 **<u>Payment of Grants; Grant Installment Payment Dates</u>**. Grants shall be funded in installments (each, a *Grant Installment*) on each Grant Installment Payment Date solely from and to the extent of availability of funds on deposit in the Grant Proceeds Collection Account. Each Grant Installment shall be equal to the lessor of (i) the amount of Reimbursable Costs included in a Developer's Reimbursement Request received by the County from the Developer in accordance with Section 5.05 hereof prior to the subject Grant Installment Payment Date, plus any Reimbursable Costs included in any previously-submitted Developer's Reimbursement Request that remain unpaid because of unavailability of funds in the Grant Proceeds Collection Account, and (ii) the amount of funds at such time on deposit in the Grant Proceeds Collection Account; provided, however, that the aggregate amount of all Grant Installments shall not exceed the Maximum Disbursement Amount. The County shall make Grant Installment payments on each Grant Installment Payment Date by withdrawing from the Grant Proceeds Collections Account an amount of money equal to the Grant Installment to be paid on such date, calculated in the manner hereinbefore described, and delivering such sum to the Developer, by check, to the address identified in Section 7.04 hereof. A schedule that includes projections of County Ad Valorem Taxes, growth in Viera's Property Incremental Value, and ad valorem taxes on Viera's Incremental Value retained by the County for the duration of this Agreement is attached for the hereto as **Exhibit "F"**.

5.05 **<u>Continued Delivery of Developer's Reimbursement Requests; County's Continuing Obligation to Pay</u>**. Developer shall continue to submit Developer's Reimbursement Requests until such time as the total amount of all Reimbursable Costs included in all Developer's Reimbursement Requests equal or exceed the Maximum Disbursement Amount (which the Parties expect to have occurred at the time of the Developer's initial Developer's Reimbursement Request). Subject to the amounts at such time held in the Grant Proceeds Collection Account, the County shall pay Grant Installments on each Grant Installment Payment Date through the Final Grant Installment Payment Date; provided, however, that if, on the Final Grant Installment Payment Date, the aggregate amount of Grant Installments total an amount less than the Maximum Disbursement Amount, the County shall have no obligation to reimburse outstanding and unpaid Reimbursable Costs. As of the Final Grant Installment Payment Date, the County shall have no continuing obligation to fund Grants from the Grant Proceeds Collection Account and amounts at such time on deposit in the Grant Proceeds Collection Account shall be available for use by the County and shall immediately be transferred to the County's general fund for utilization for any lawful purpose.

VI. ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS

Because the County's entering into this Agreement with the Developer is conditioned on the Developer's demonstrated skill, expertise, and financial resources with respect to the development of projects similar to the Project, and with respect to the Project specifically, the duties and obligations of the Developer concerning construction of the Viera Parkway and MVISD Collector Road are not assignable. The Developer's right to received Grant Installments is assignable, so long as such assignment does not result in the pledge of the continued right of the Developer or its assignee to receive Grant Installments as security for debt issued by any governmental or quasi-governmental entity or a corporation acting on behalf thereof.

VII. DEFAULT AND NOTICE

7.01 **Notice and Opportunity to Cure**. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the occurrence of a Bankruptcy Event shall result in immediate default hereunder without opportunity to cure.

7.02 **Enforcement**. The Parties may enforce this Agreement by any proceeding at law or equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. The Parties agree that monetary damages are not a sufficient remedy for a default of this Agreement. As a remedy for default, the non-defaulting party shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages. In addition to the foregoing, a remedy to each Party for the other's default hereunder, after compliance with Section 6.01 hereof, shall be termination of this Agreement; provided, however, that no termination of this Agreement by a Party as a result of the other Party's default shall allow the reduction or elimination of the Developer's right to receive Grants equal to the amount of Reimbursable Costs already incurred as of such time of termination, subject to the limitation to not receive Grants in a total amount exceeding the Maximum Disbursement Amount, and the County shall be under no obligation to honor a Developer's Reimbursement Request while Developer's default under the terms of this Agreement has occurred and is at such time continuing and uncured.

7.03 **Litigation**. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Developer and the County intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The County's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the Court and shall be covered by Article X hereof, as applicable. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the Grant Installment Payments, unless otherwise required by a court of competent jurisdiction.

7.04 **Notices**. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the County or the Developer, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Medina County
Attn.: Commissioner, Precinct 1
275 CR 341
Hondo, Texas 78861
Phone: (830) 741-6016
Fax: (830) 741-6018
Email: jessica.castiglione@medinacountytexas.org

With a copy to:

Clayton Binford
McCall, Parkhurst & Horton L.L.P.
112 E. Pecan, Suite 1310
San Antonio, Texas 78205
Phone: (201) 225-2819
Fax: (210) 225-2984
Email: cbinford@mphlegal.com

Any notice mailed to the Developer shall be addressed:

San Antonio Viera, LLC
Attn: Jim Meredith
4301 Westbank Dr.
Bldg. A, Ste 110
Austin, Texas 78746
Email: jim@masonwoodtx.com

With a copy to:

Devin "Buck" Benson
Barton Benson Jones PLLC

1803 Broadway Suite 840
San Antonio, Texas 78215
Email: bbenson@bartonbensonjones.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VIII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.01 Mutual Representations, Warranties, and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Improved Road. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

8.02 County Representations, Warranties, and Covenants.

(a) As stated in Article V hereof, the County shall pay, but only from and to the extent of the availability of amounts from time to time held in the Grant Proceeds Collection Account, Reimbursable Costs, in the form of Grants, as and when required by (but subject to the limitations of) this Agreement and in an amount up and equal to the Maximum Disbursement Amount.

(b) The County shall place no lien on, pledge, or otherwise encumber the County Ad Valorem Taxes required to be deposited to the Grant Proceeds Collection Account or the amounts from time to time on deposit in the Grant Proceeds Collection Account.

(c) The County has, pursuant to the Authorizing Resolution, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(d) To the extent (but only to the extent) its obligations are not uncertain or in dispute, the County is not entitled to claim immunity on the grounds of sovereignty from (i) relief by writ of mandamus to perform its obligations hereunder or (ii) enforcement by writ of mandamus of its payment obligations with respect to amounts due to Developer pursuant to the terms of this Agreement.

8.03 Developer Representations, Warranties, and Covenants.

(a) This Agreement is a valid and enforceable obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(b) The Developer has the power and authority to enter into this Agreement and has taken all actions necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer.

(c) The Developer has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, governing regulation requirements, and other applicable law affecting or required to perform the work with respect to the Improved Road and, in this regard, the Developer shall.

(d) The Developer shall

i. provide, or cause to be provided, all materials, labor, and services for completing Viera Parkway and the MVISD Collector Road, which materials, labor, and services shall be of adequate quality when graded against industry standards and the construction requirements identified in the PID DA;

ii. bid, procure, supervise, manage, perform, and from time to time provide information relating to such work regarding compliance with all duties, obligations, regulations, code and legal requirements arising under this Agreement and the PID DA and any governing regulation with jurisdiction over Viera Parkway and the MVISD Collector Road; and

iii. apply its financial resources against payment of the Reimbursable Costs when and as due, without reliance on the availability of any Grants or Grant Installments; and

iv. obtain or cause to be obtained, all necessary permits and approvals from the County and/or all other governmental entities having jurisdiction or regulatory authority over Viera Parkway and the MVSID Collector Road and, with respect thereto, pay or cause to be paid all applicable permit or similar fees.

(e) With respect to Grants, the Developer:

i. will not include any costs that are not Reimbursable Costs in any Developer Reimbursement Request;

ii. will diligently follow all procedures set forth in this Agreement with respect to its request for payment of Grant Installments; and

iii. understands the duties, limitations, and responsibilities imposed upon the County under the applicable State law having application to matters that are the subject of this Agreement, including its making of the Grants.

(f) The Developer acknowledges and agrees that, pursuant to Texas law, the Developer is required to make information regarding its contractual relationships regarding construction or acquisition of Viera Parkway and the MVSID Collector Road generally available as public records. In this regard, the Developer acknowledges and agrees that any information provided by the Developer to the County with respect to Viera Parkway and the MVISD Road, this Agreement, and any work performed by the Developer, a contractor, or a subcontractor for Viera Parkway and the MVISD Collector Road (including pricing and payment information) may be subject to public disclosure by the County pursuant to applicable law.

(g) The Developer shall use good faith, commercially-reasonable efforts to obtain the best price (taking into account the reputation of relevant contractors and vendors and all other reasonable factors) and quality of goods and services (including from Developer affiliates) in connection with the development, construction, and improvement of Viera Parkway and the MVISD Collector Road.

(h) All personnel supplied or used by the Developer in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Developer and shall not be considered employees, agents or subcontractors of the County for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such personnel.

(i) The Developer acknowledges and agrees that he is subject as an employer to all applicable unemployment compensation statutes and agrees to indemnify and hold harmless the County from any and all responsibilities thereunder toward employees of Developer.

(j) As and to the extent applicable, the Developer shall comply with all regulations concerning employment of labor required by law (including, but not limited to, Chapter 2258, as amended, Texas Government Code, requiring the Developer to pay prevailing wages to workers, which shall be determined using the wage scales from time to time published online by Wage Determinations online at www.wdol.gov/wdol/scaf,rles/davisbacon/tx.html). The reference to this source of prevailing wages is not a warranty, guaranty or other representation by the County that adequate numbers of skilled or unskilled workers are actually available in the local market to perform the required services or that workers may be hired for the wages identified in the such prevailing wage schedule.

(k) The Developer has delivered, unless exempted under applicable law, the Certificate of Interested Parties Form 1295 (*Form 1295*) and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and the Developer. The Developer and the County understand that none of the County or the County's representatives or consultants have the ability to verify the information included in Form 1295, and none of the County or the County's representatives or consultants have an obligation, nor have undertaken any responsibility, for advising the Developer with respect to the proper completion of Form 1295 other than, with respect to the County, providing the identification numbers required for the completion of Form 1295.

(l) The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (collectively, the Covered Verifications), in entering into this Agreement. As used in such verifications, affiliate means an entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

i. *Not a Sanctioned Company*. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes the Trustee and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

ii. *No Boycott of Israel*. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Texas Government Code, as amended.

iii. *No Discrimination Against Firearm Entities*. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

iv. *No Boycott of Energy Companies*. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

IX. INDEMNIFICATION

9.01 THE DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE *INDEMNIFIED PARTIES*) FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH, AND PROPERTY DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR OF THE DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IF A COURT OF COMPETENT JURISDICTION FINDS THE DEVELOPER AND AN INDEMNIFIED PARTY JOINTLY LIABLE DUE TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, THEN LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE DEVELOPER SHALL IMMEDIATELY ADVISE THE COURT AND THE DISTRICT BOARD, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST THE DEVELOPER OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE DEVELOPER, RELATED TO OR ARISING OUT OF THE DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT.

9.02 In addition to the indemnification provided in Section 9.01 above, the Developer shall also require each of its contractors and subcontractors working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of action, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

X. MISCELLANEOUS PROVISIONS

10.01 **Multiple Originals**. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

10.02 **Entire Agreement; Parties in Interest**. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

10.03 **Recordation**. A copy of this Agreement will be recorded in the Official Public Records of the County by the Developer.

10.04 **Governing Law; Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution proceedings, before litigation is filed in court.

10.05 **Termination or Amendment of Agreement**. This Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

10.06 **No Oral or Implied Waiver**. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

10.07 **No Third-Party Beneficiary**. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

10.08 **No Personal Liability**. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by Developer with any liability, or be held liable to Developer under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

10.09 **Severability**. In the event any clause or provision of this Agreement is adjudged to be invalid or unenforceable, that clause or provision shall be severable and shall not invalidate the remainder of the agreement, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

10.10 **Section Headings**. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be duly executed this ____ day of _______________, 2024.

DEVELOPER:

San Antonio Viera, LLC

By: [signature]

Name: Jim Meredith

Title: Manager

Date: June 18, 2025

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on June 18, ~~2024~~ 2025, by Jim Meredith, the manager, of San Antonio Viera LLC, a Texas Limited Liability Company . .

NINA ZAVALA
Notary ID #129918883
My Commission Expires
June 7, 2029

[signature]
Notary Public in and for the State of Texas

4866-6977-6126, v. 2

THE COUNTY:

MEDINA COUNTY, TEXAS

By: ______________________
Hon. Keith Lutz,
County Judge

Date: ______________________

THE STATE OF TEXAS §
§
COUNTY OF MEDINA §

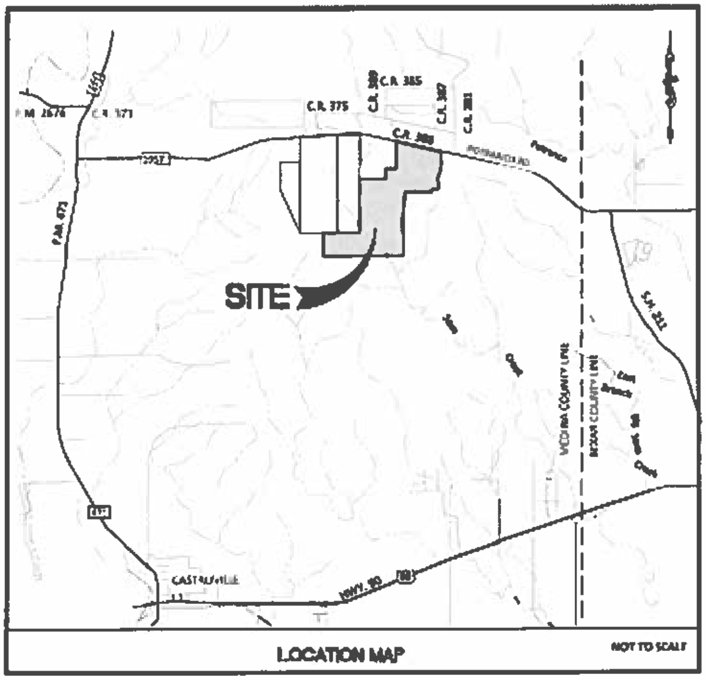
This instrument was acknowledged before me on December 2, 2024, by Keith Lutz, the County Judge of Medina County, Texas.

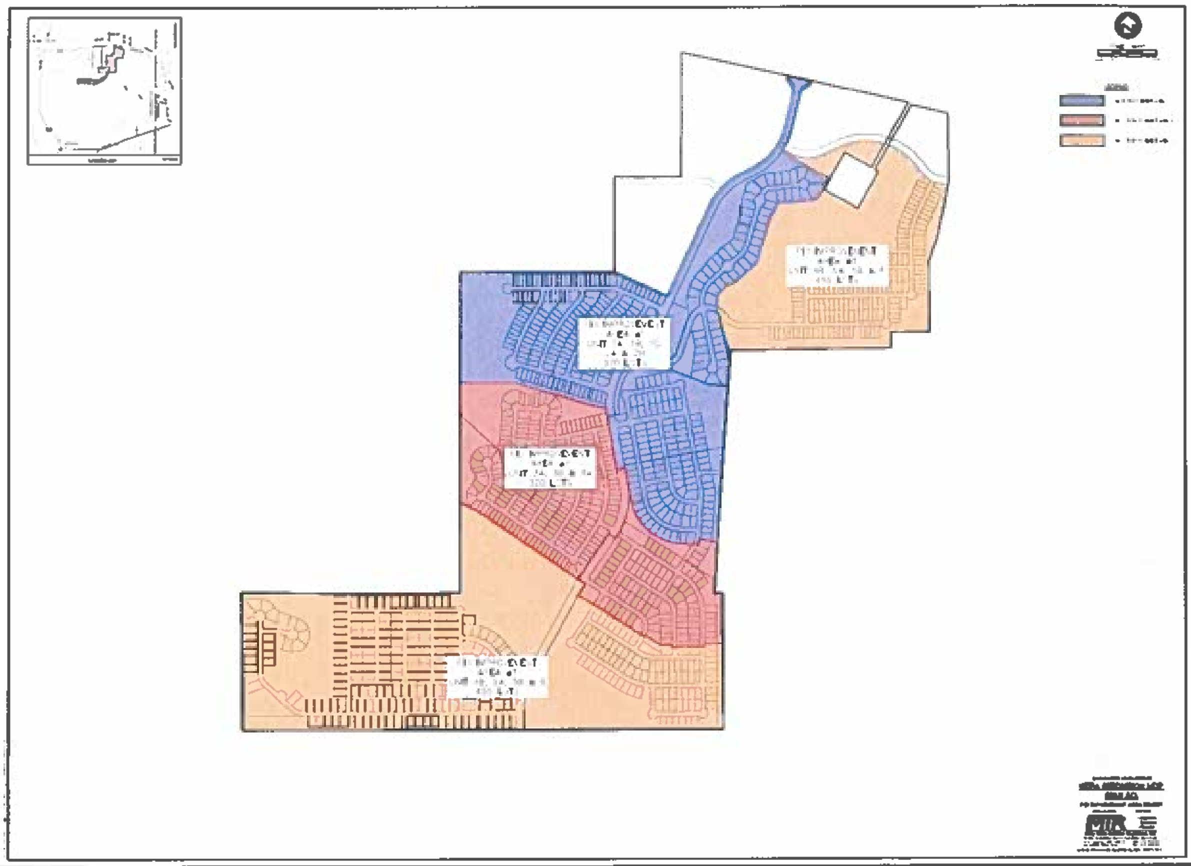
____
Notary Public in and for the State of Texas

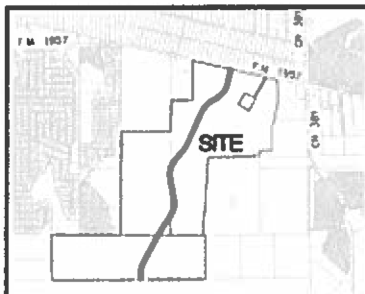
JENNIFER A ADLONG
Notary ID #11543001
My Commission Expires
April 27, 2027

INDEX TO EXHIBITS

Exhibit A .... Project Description







VICINITY MAP

NOT TO SCALE

KEY NOTES:

(1) YANCY WATER SUPPLY CORPORATION
4.715 ACRES
WARRANTY DEED
VOLUME 265, PAGE 31
O.P.R.B.C.T.

(2) LINDA WOOD
1/3 INTEREST IN TRACT I
143.787 ACRE
VOLUME 93, PAGE 445
O.P.R.M.C.T.

(3) ANTHONY STINSON
DESIGNATED AS TRACT I
219.47 ACRE
DEED OF PARTITION
VOLUME 437, PAGE 1008 O.P.R.M.C.T.

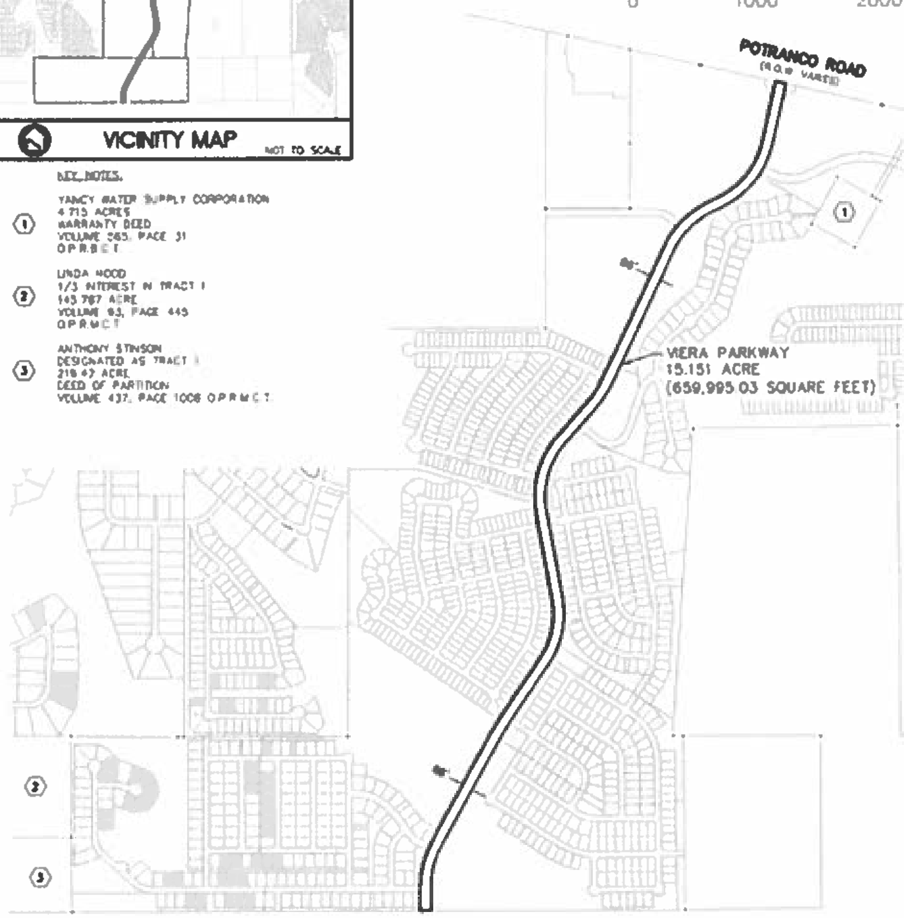
LEGEND:

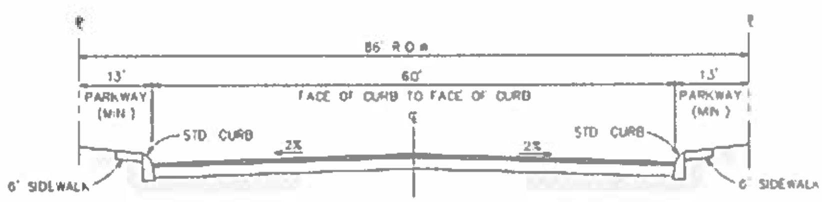
O.P.R.M.C.T. — OFFICIAL PUBLIC RECORDS MEDINA COUNTY TEXAS

• — FOUND MONUMENT

SCALE: 1" = 1000'

0 — 1000 — 2000





PROPOSED "ARTERIAL" (86' R.O.W.) STREET CROSS SECTION

NOT TO SCALE

EXHIBIT OF VIERA PARKWAY

A 15.151 ACRE (659,995.03 SQUARE FEET) TRACT OF LAND SITUATED PARTIALLY IN THE JOHN GARNER SURVEY NUMBER 97, ABSTRACT NUMBER 1452, PARTIALLY IN THE WILLIAM B. RHODE SURVEY NUMBER 86.5, ABSTRACT NUMBER 1327, AND PARTIALLY IN THE GABRIEL AREOLA SURVEY NUMBER 38, ABSTRACT NUMBER 3, ALL IN MEDINA COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A 733.8942 ACRE TRACT, DESIGNATED AS SECTION "VII", AS CONVEYED TO ROBERT CHARLES STEINLE, BY LAST WILL AND TESTAMENT AS RECORDED IN VOLUME 63, PAGES 378-385, A PORTION OF THE REMAINDER OF A 722.7768 ACRE TRACT, DESIGNATED AS "SECOND TRACT" IN SECTION "VII", AS CONVEYED TO RUTH STEINLE, BY LAST WILL AND TESTAMENT AS RECORDED IN VOLUME 63, PAGES 378-385, AND ALL OF THAT CERTAIN CALLED 161.92874 ACRE TRACT AS CONVEYED TO MICHAEL CURTIS DAY, BY GIFT WARRANTY DEED AS RECORDED IN VOLUME 263, PAGE 143, ALL OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS.

DATE: 2024-11-24

JOB NO. 24113

MTR
· Engineers
· Surveyors
· Planners

Moy Tarin Ramirez Engineers, LLC
TBPELS ENGINEERING F-5297/SURVEYING NO. 10131500
12770 CIMARRON PATH, SUITE 100
SAN ANTONIO, TEXAS 78249
TEL: (210) 698-5051
FAX: (210) 698-5085

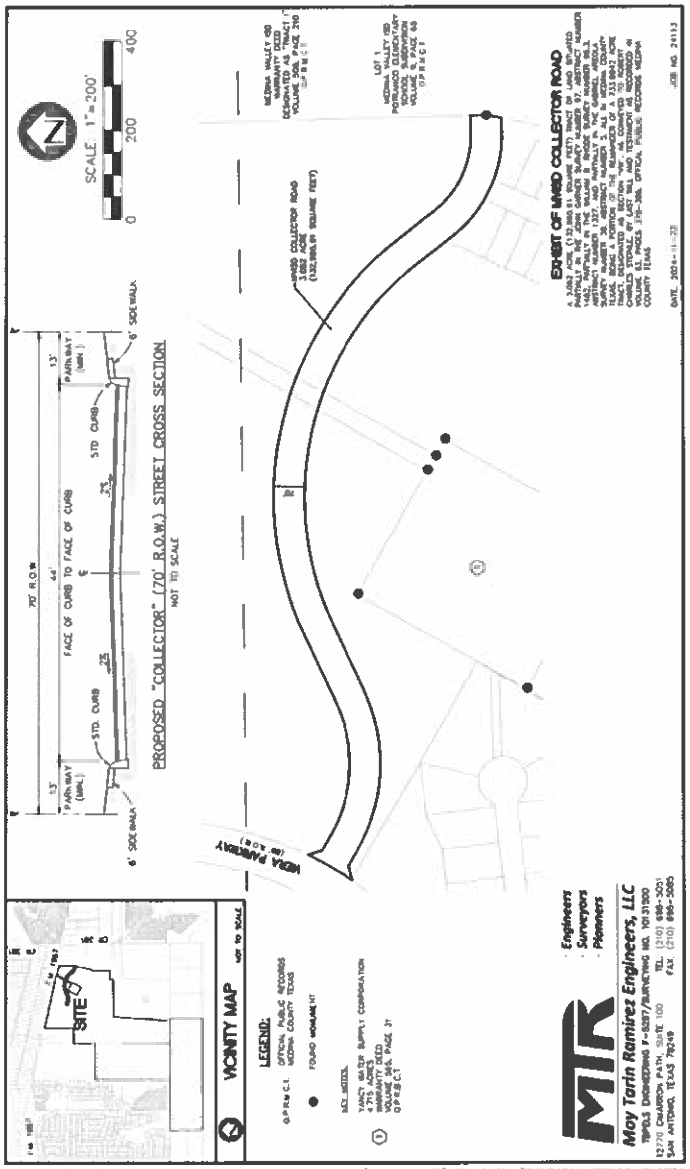
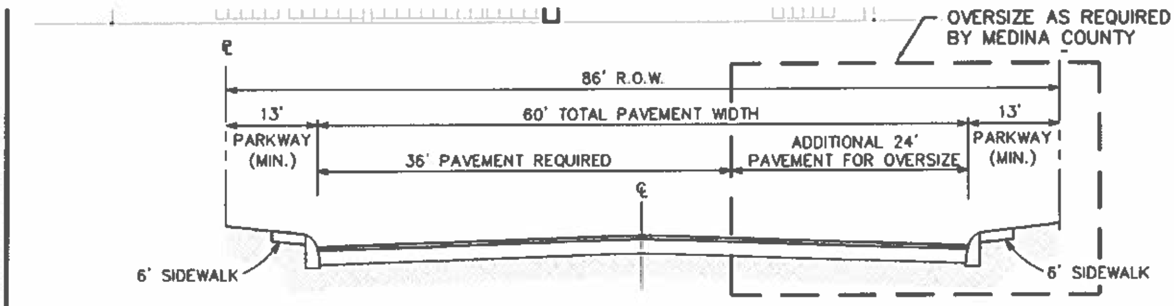

PROPOSED "COLLECTOR" (70' R.O.W.) STREET CROSS SECTION
NOT TO SCALE
70' R.O.W.
FACE OF CURB TO FACE OF CURB
STD. CURB
PARKWAY (MIN.)
6' SIDEWALK
SCALE: 1"=200'
0
200
400
VICINITY MAP
NOT TO SCALE
SITE
LEGEND:
FOUND MONUMENT
Moy Tarin Ramirez Engineers, LLC
Engineers
Surveyors
Planners

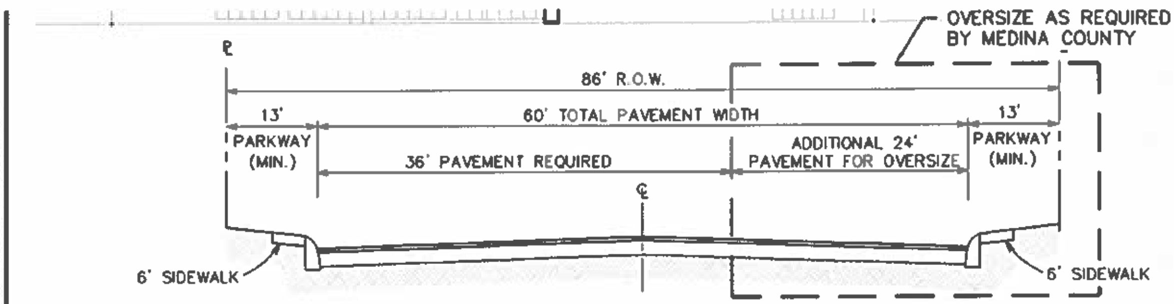
Exhibit C....................................... Based Major Arterial Road Component



PROPOSED "ARTERIAL" (86' R.O.W.) STREET CROSS SECTION

NOT TO SCALE

Exhibit D....................................Expanded Major Arterial Road Component



PROPOSED "ARTERIAL" (86' R.O.W.) STREET CROSS SECTION

NOT TO SCALE

DEVELOPER'S REIMBURSEMENT REQUEST

THE STATE OF TEXAS §
§
COUNTY OF MEDINA §

I, the undersigned, being an authorized representative of __________________ San Antonio Viera, LLC, *(the Developer),* in such capacity and in connection with this Developer's Reimbursement Request (this *Request),* made under that certain Development Agreement (the *Agreement),* dated and effective as of ____________, by and among the Developer and Medina County, Texas, do hereby request reimbursement for the hereinafter-described *Reimbursable Costs* actually incurred, which reimbursement shall be in the form of Grants, in the amount of $______________ and in connection with this Request, I DO HEREBY CERTIFY:

1. There now exists no default under the Agreement and no event has occurred which, with the giving of notice, passage of time, or otherwise would constitute an event of default under the Agreement.

2. The representations and warranties made in the Agreement are true and correct in all material respects as of this date.

3. The *Reimbursable Costs* that are the subject of this Request represent actual costs incurred by Developer, as evidenced by the invoices, executed releases or waivers of mechanics' and materialmen's liens and receipted bills showing payment of all amounts due to all parties who have furnished materials or services or perfonned labor of any kind in connection with the CR 381 Road Improvements Costs heretofore referenced that are attached hereto and included herewith.

4. All work in furtherance of Project completion perfonned to the date hereof has been perfonned in a good and workmanlike manner in strict conformance with the necessary documents.

Capitalized terms used herein without definition have the meanings ascribed thereto in the Agreement.

381 Agreement Cost Breakdown 30%								
Phase	Acres	Length of Streets	Streets 30%	Drainage 30%	Engineering 30%	Total Cost	Contingency 30%	Total Budget
1	9.7	4700	$ 1,422,798	$ 217,512	$ 264,000	$ 1,904,310	$ 57,129	$ 1,961,439
2	2.7	1300	$ 238,230	$ -	$ 3,000	$ 241,230	$ 7,237	$ 248,467
3	3.5	1700	$ 145,446	$ 79,362	$ 10,500	$ 235,308	$ 7,059	$ 242,367
Total	15.9	7700	$ 1,806,474	$ 296,874	$ 277,500	$ 2,380,848	$ 71,425	$ 2,452,273

381 Agreement Cost Breakdown 100%								
Phase	Acres	Length of Streets	Streets 100%	Drainage 100%	Engineering 30%	Total Cost	Contingency 100%	Total Budget
MVISD	3.6	1850	$ 1,556,775	$ 285,200	$ 125,000	$ 1,966,975	$ 196,698	$ 2,163,673

381 Agreement Total Cost Breakdown								
Total Budget	19.5	9550	*$ 3,363,249*	*$ 582,074*	*$ 402,500*	*$ 4,347,823*	*$ 268,123*	*$ 4,615,946*

Viera Parkway 30% Share		
Streets	$	1,806,474
Drainage	$	296,874
Soft Costs	$	277,500
Contingency	$	71,425
Total	$	2,452,273
MVISD 100% Share		
Streets	$	1,556,775
Drainage	$	285,200
Soft Costs	$	125,000
Contingency	$	196,698
Total	$	2,163,673
Total 381 Eligible Reimbursements		
Streets	$	3,363,249
Drainage	$	582,074
Soft Costs	$	402,500
Contingency	$	268,123
Total	$	4,615,946

Projection for County Ad Valorem Taxes								
Single Family	Q1 2026	Lot Delivery						
	Q1 2028	Stabilized		Tax Rate			*Reimbursement*	***$ 4,615,946***
				0.3646		70%	30%	
Year	Number Homes	Avg New Home Value	New Net Taxable Value	New Annual Projected Tax Revenue	Cumulative Projected Tax Revenue	Due Medina County	Due Developer	Developer Cumulative
2028	211	375,000	$ 79,125,000	28,848,975	$ 28,848,975	$ 20,194,283	$ 8,654,693	$ 8,654,693
2029	159	400,000	$ 63,600,000	23,188,560	$ 52,037,535	$ 36,426,275	$ 15,611,261	
2030	200	425,000	$ 85,000,000	30,991,000	$ 83,028,535	$ 58,119,975	$ 24,908,561	
2031	210	450,000	$ 94,500,000	34,454,700	$ 117,483,235	$ 82,238,265	$ 35,244,971	
2032	201	475,000	$ 95,475,000	34,810,185	$ 152,293,420	$ 106,605,394	$ 45,688,026	
2033	164	500,000	$ 82,000,000	29,897,200	$ 182,190,620	$ 127,533,434	$ 54,657,186	
2028	0	-	$ -	-		$ -	$ -	
Total	1145	437,500			$ -			$ 4,615,946