

## GREENSPPOINT DEVELOPMENT AGREEMENT

This is an agreement by and between the City of Seguin, a Texas home-rule municipal corporation (the “City”) and HX Development, LLC (the “Developer”).

### RECITALS:

1. The Developer is the owner of those certain tracts of land in Seguin, Texas, more fully described on the attached Exhibit A (the “Property”) and as set forth below in Section E.
2. The Developer desires to develop the Property in accordance with a master plan that will include residential development with commercial tracts bordering State Highway 46.
3. The City Council finds and determines that the development of the Project will be a significant step in promoting much needed residential development within the Seguin city limits.
4. The City and the Developer have determined that the development of the Property will best be accomplished through a development agreement, and the Developer and the City desire to enter into a development agreement for the Project.

**AGREEMENT:** For and in consideration of the promises and the mutual agreements set forth herein, the City and the Developer hereby agree as follows:

**1. The Project.** The Developer is planning to develop the Project on the Property, to accommodate residential, commercial and public uses, as generally shown on the attached Exhibit A. The development of the Project is expected to occur over a period of 10 years, through a series of subdivision plats.

**2. Agreements by the Developer.** The Developer agrees as follows:

A. The Developer will construct all on-site public infrastructure required for the Property under the City’s development regulations, including but not limited to streets, sidewalks, street lights, drainage improvements, and water and wastewater improvements. Such improvements will be at the Developer’s expense, subject to certain exceptions set forth below, provided that Developer will not be responsible for any increased expense in its infrastructure costs due to changes in the City’s development regulations imposed after the date of Developer’s submission of a preliminary plat that meets the City’s completeness requirements and that results in the approval of a final plat within one year of the preliminary plat’s filing date. The preliminary plat shall be filed within one year of the effective date of this agreement. The Developer will submit construction plans and specifications to the City for approval.

B. The Developer shall build a minimum of 400 single-family residential units and a maximum of 1,000 single-family units on the residential sections of the Property in the areas set out in Exhibit “A.”.

C. The Developer will dedicate the 200 foot right-of-way for a parkway as adopted as part of the City’s master thoroughfare plan as shown on the attached Exhibit A.

D. The Developer shall construct one-half of the width of the parkway (as shown on the schematic attached as Exhibit B) throughout the Project from Highway 46 to the Project’s westward most property line to include three lanes (one each direction and a continuous center

turning lane) plus separated bike and sidewalk lanes. The first phase shall include, at a minimum, construction of the parkway from Highway 46 to the intersection of the planned collector street running from the parkway to Highway 46 at a point north of the parkway, as shown on the attached Exhibit A.

D. Intentionally Deleted.

E. When the number of dwelling units exceeds 60, the Developer shall provide a second means of access through construction of the collector street shown on Exhibit A.

F. Intentionally Deleted.

G. Upon the occurrence of the earlier of (1) the number of dwelling units exceeds 200; or (2) the traffic along the parkway reaches the point of Level C, the Developer shall begin constructing one-half of the width of the remaining planned parkway shown in Exhibit A from the western-most bounds of the Property to the intersection of Rudeloff Road. Construction of the parkway shall be completed within eighteen months of the aforementioned trigger date, subject to force majeure delays.

H. Developer will construct the following wastewater improvements at its expense, subject to proportionate reimbursement as described below in Section 3. The cost of the wastewater improvements will include engineering and construction costs. The City shall acquire any necessary easements. The Developer shall reimburse the City for the costs of obtaining the necessary easements. The Developer will ensure that construction on the wastewater improvements is completed in conjunction with the platting of the first subdivision to be developed within the Property.

1. Approximately 3,500 linear feet of wastewater line extension. The gravity wastewater line shall be constructed of sufficient diameter to meet TCEQ requirements to serve the anticipated sewer shed. The wastewater line may be constructed as a force main through the flood plain to the elevation breaking point to allow proper flow into the gravity line. The force main shall be constructed of sufficient diameter to meet TCEQ requirements to serve the anticipated sewer shed.
2. Developer's engineer shall submit the wastewater line plans and cost estimate to the City for its approval. Said approval by the City will not be unreasonably withheld. All lift stations that are part of Developer's wastewater design shall have a holding capacity at peak flows large enough to accommodate a sixty (60) minute response time for repair.
3. Developer shall obtain at least three bids for construction of the wastewater line and award the contract to the lowest responsible bidder that Developer, with the approval by the City deems capable of completing the work.

I. The Developer will construct all public infrastructure for the Project in accordance with the following:

1. All applicable City standards and specifications;
2. Provide security to guarantee construction of public facilities as set forth in the City's regulations;
3. All applicable local, state and federal laws and regulations;
4. Construction plans and specifications reviewed and approved by the City; and
5. The Developer will ensure that the construction is carried out under the direct supervision of a professional engineer registered in the State of Texas.

**3. Agreements by the City.** The City agrees as follows:

A. The City shall reimburse the Developer for its proportional share of the costs of the line from the point of connection to the City's present system that is equivalent to the construction of 1000 linear feet. Proportionate share shall be defined as:

$$X = \text{Cost}/\text{length} \times 1000. \text{ City's proportional share} = 1000/3500 X$$

B. The City shall be responsible, at its sole cost, to obtain right-of-way for the extension of the parkway from the western edge of the Project to Rudeloff Road when the Project reaches the trigger point set out above in Paragraph 2.G.

C. The City shall be responsible for the construction of the other half of the parkway, but not until such time that the City, at its sole discretion, deems it necessary and feasible.

D. Intentionally Deleted.

E. City Inspections and Acceptance. The City will:

1. Inspect the construction of all public improvements as construction progresses;
2. Inspect the improvements upon completion of construction; and
3. Issue a certificate of acceptance of the public improvements to the Developer when a) all required inspections are passed, b) the Developer submits a one-year warranty against defects in materials and workmanship in the public improvements along with a warranty maintenance bond, and 3) the Developer's engineer submits complete as-built drawings for the public improvements to the City.

#### **4. Miscellaneous Provisions.**

A. Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the parties hereto and may be amended only by a written document signed by the Parties. Upon consent of the City (that includes approval by the City Council) Developer's obligations under this Agreement may be assigned, to any person or entity (i) with an ownership interest in all or any part of the Property, (ii) that is developing all or a portion of the Property or managing all or a portion of the Property or its development on behalf of the owner(s) of the Property, or (iii) affiliated, in partnership, or otherwise working with Developer, Harry B. Jewett III, or the owner(s) of the Property on development of all or a portion of the Property (a "Permitted Assignee"). To be effective, a written assignment and assumption agreement, with the

assignee acknowledging that it has assumed all of the obligations of Developer must be delivered to the City.

B. Authority of Signatories. Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the Party that person represents.

C. Notice. Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City:  
City Manager  
City of Seguin  
205 N. River Street  
Seguin, TX 78155  
Fax:

To Developer:  
HX Development, LLC  
307 W. Rhapsody  
San Antonio, Texas 78216  
Fax: 210-733-5384

If a party changes its address or facsimile number for notice purposes, it will provide written notice of the new address to the other Party within 10 days of the change.

D. Venue; Governing Law. This Agreement shall be construed and enforced according to the laws of the State of Texas; and exclusive venue for any legal action arising under this Agreement shall lie in Guadalupe County, Texas. The term “will” is mandatory in this agreement. The City’s execution of and performance under this agreement will not act as a waiver of any immunity of the City to suit or liability under applicable law.

E. Effective Date. This Agreement shall become effective on the date Developer completes the purchase for the land set forth on the attached Exhibit A.

[signature page follows]

Executed and effective on \_\_\_\_\_, 2014.

City of Seguin

HX Development, LLC

By:  
Douglas G. Faseler, City Manager

By:  
Harry B. Jewett III, President

Exhibit A  
Legal Descriptions  
(attached)