

**AMENDED AND RESTATED
DEVELOPMENT AND UTILITY AGREEMENT
BETWEEN THE
CITY OF SEGUIN, TEXAS;
GUADALUPE COUNTY MUNICIPAL UTILITY DISTRICT NO. 3;
AND A-L 97 IH 10-SH 46, L.P.**

This AMENDED AND RESTATED DEVELOPMENT AND UTILITY AGREEMENT ("Agreement") is entered into on January 14, 2026, ~~2025~~, but effective as of August 31, 2009, by and between the CITY OF SEGUIN, TEXAS (the "City"), GUADALUPE COUNTY MUNICIPAL UTILITY DISTRICT NO. 3 (the "District"), and A-L 97 IH 10-SH 46, L.P., a Texas limited partnership (the "Developer"). The City, the District, and the Developer may be referred singularly as a "Party" and collectively as the "Parties".

RECITALS

- A. The City is a home-rule city and municipal corporation that provides a full range of government services to its citizens, including municipal wastewater collection, treatment and disposal services through its municipally-owned sewer utility.
- B. The District is a conservation and reclamation district created pursuant to Chapter 8358 of the Special District Local Laws Code and Article XVI, Section 59, of the Texas Constitution.
- C. The Parties entered into that certain Development and Utility Agreement between City of Seguin, Texas, Guadalupe County Municipal Utility District No. 3, and A-L 97 IH-10-SH 46, L.P, effective August 31, 2009.
- D. The Developer owns Tract A-1, shown and described in **Exhibits A and A-1**, situated within the corporate limits of the City and the boundaries of the District. Additionally, the Developer has purchased Tract A-2, shown and described in **Exhibits A and A-2**, situated within the corporate limits of the City. Tract A-2 is not currently within the boundaries of the District (Tract A-1 and Tract A-2, together, may be referred to as the "Tracts"). The Developer intends to develop the Tracts as a mixed-use development to be known as Seguin Town Center (the "Project"). The Developer and/or the District will construct and finance a water distribution system, a wastewater collection system, a storm water flood control and drainage system, a road system, and other improvements similar to the foregoing to serve the Project.
- E. The Parties intend that the District will own, maintain, and operate drainage and stormwater management facilities serving the land within the District; and that the

City will own, maintain, and operate the wastewater collection system, the road system, the storm sewer system constructed in aid of those roads and any portions of those facilities or systems that are outside the District. The Parties anticipate that the water improvements to serve the Project will be owned and operated pursuant to non-standard service and operating agreement with Springs Hill Water Supply Corporation ("Springs Hill"), which holds a water service certificate of convenience and necessity over Tracts A-1 and A-2.

- F. The Parties desire to amend and restate that certain Development and Utility Agreement between the City of Seguin, Texas; Guadalupe County Municipal Utility District No. 3; and A-L 97 IH 10-SH 46, L.P., entered into by and between the Parties on August 31, 2009, to clarify the Parties' duties and obligations concerning the Project, including but not limited to updating the General Land Use Plan for the development and obtaining the City's agreement to provide wastewater service to the Tracts.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits in this Agreement, the City, the District, and the Developer agree as follows:

ARTICLE I. DEFINITIONS

The following capitalized words used in this Agreement have the following meanings:

- 1.1 **Agreement.** Agreement means this Amended and Restated Development and Utility Agreement, as it may be further amended or restated from time to time.
- 1.2 **Bond.** Bond means the District's bonds, notes, or other evidences of indebtedness issued from time to time for the purpose of financing the costs of acquiring, constructing, purchasing, operating, repairing, improving, or extending the Public Infrastructure, and water supply and distribution improvements, whether payable from ad valorem taxes, revenues, tax increment, the proceeds of one or more future bond issues, or otherwise, and including any bonds, notes, or similar obligations issued to refund such bonds.
- 1.3 **City.** City means the City of Seguin, Texas, a home-rule municipality and municipal corporation situated in Guadalupe County.
- 1.4 **City Code.** City Code means the City Charter and Code of Ordinances of the City of Seguin, as it may be amended from time to time, including those provisions governing construction standards, building permits, inspections and approvals, wastewater discharge and pretreatment standards and requirements, streets,

sidewalks, and other public places, wastewater service applications and billing, and fee schedules.

1.5 *City Council*. City Council means the group of duly elected individuals who act as the legislative body for the City of Seguin, Texas.

1.6 *City Public Facilities Standards*. City Public Facilities Standards means all City standards in the City Code applicable to design, location, construction, operation, and maintenance of wastewater and drainage utility infrastructure, and any formal City technical manual adopted to implement same, as they may be amended from time to time.

1.7 *City Consent Resolution*. City Consent Resolution means Resolution No. 09R-107 consenting to the creation of the District and containing the terms and conditions of the City's consent.

1.8 *City's Wastewater System*. City's Wastewater System means all wastewater treatment facilities, collection lines, other components and equipment, and all improvements, appurtenances, additions, extensions, enlargements, or betterments to it, now or hereafter owned, leased, or used by the City to collect, convey, pump, treat, monitor, regulate, and dispose of wastewater.

1.9 *Commission*. Commission means the Texas Commission on Environmental Quality, or its predecessor or successor agency.

1.10 *Contractor*. Contractor means a person or entity engaged by the Parties to construct, alter, or repair Public Infrastructure required to serve the Project.

1.11 *Developer*. Developer means A-L 97 IH 10-SH 46, L.P., a Texas limited partnership, c/o NewQuest Properties, 8827 W. Sam Houston Parkway, Suite 200, Houston, TX 77040, whose general partner is A-L 97, L.C., a Texas Limited Liability Company, Mr. Austin Alvis, Manager, or such affiliate or other entity under common ownership or control, and any successor-in-interest or assignee as provided under this Agreement.

1.12 *District*. District means Guadalupe County Municipal Utility District No. 3, any additional districts created by division of said District, and all land currently and at any future time included in the District. No additional land other than the Tracts (as described herein) shall be included in the District or in any subsequently created districts by division without the express consent of the City.

1.13 *District Assets*. District Assets mean (i) all rights, title, and interests of the District in and to the Public Infrastructure, (ii) any Bonds of the District that are authorized

by the voters but have not been issued by the District, (iii) all rights and powers of the District under any agreements or commitments with any persons or entities pertaining to the financing, construction, or operation of all or any portion of the Public Infrastructure and/or the operations of the District, and (iv) all books, records, files, documents, permits, funds, and other materials or property of the District.

1.14 *District Legislation*. District Legislation means Chapter 8358, Texas Special District Local Laws Code, enabling the creation of the District.

1.15 *District's Obligations*. District's Obligations mean (i) all outstanding Bonds of the District, (ii) all other debts, liabilities, and obligations of the District to or for the benefit of any person or entity relating to the financing, construction, or operation of all, or any portion of, the Public Infrastructure or the operations of the District, and (iii) all functions performed and services rendered by the District for and to the owners of property within the District and the customers of the Public Infrastructure.

1.16 *Effective Date*. The Effective Date means the effective date of that certain Development and Utility Agreement between the City of Seguin, Texas; Guadalupe County Municipal Utility District No. 3; and A-L 97 IH 10-SH 46, L.P, effective August 31, 2009.

1.17 *GPD*. GPD means gallons per day.

1.18 *General Land Use Plan*. General Land Use Plan, or "GLUP," means the GLUP shown in **Exhibit B**, approved by City Council and identifying modifications to the requirements of Chapters 3, 5 and 6 of the City's Unified Development Code, in addition to design standards elevating and enhancing the Project.

1.19 *LUE*. LUE, or "Living Unit Equivalent," means living unit equivalent as defined and calculated in the City Code, Chapter 102, Article IX, Division 1, Section 102-354 (24) of the Seguin, Texas, Code of Ordinances.

1.20 *Master Stormwater Management Plan*. Master Stormwater Management Plan means the stormwater management report, entitled *Atlas-14 Drainage Impact & Dam Breach Analyses* shown in **Exhibit G**, which shall govern the design, construction, and approval of all stormwater management and drainage facilities serving the Project. The Parties agree that the stormwater management report may be amended once following execution of this Agreement solely to encompass stormwater management and drainage facilities required to serve the anticipated land uses under the GLUP; provided, however, once amended, the Parties agree the stormwater management report shall be considered the Master Stormwater

Management Plan without further action of City Council and shall govern design, construction, and approval of all stormwater management and drainage facilities serving the Project during the term of this Agreement.

- 1.21 **Notice.** Notice means any notice, communication, request, or reply that is permitted or required to be given, made, or accepted by any Party to the other (except bills) under this Agreement.
- 1.22 **Original Development Agreement.** Original Development Agreement means that certain Development and Utility Agreement between the City of Seguin, Texas; Guadalupe County Municipal Utility District No. 3; and A-L 97 IH 10-SH 46, L.P., effective August 31, 2009.
- 1.23 **Project.** Project means the mixed-use development to be known as Seguin Town Center consisting of light industrial, residential, neighborhood commercial, commercial (including retail and hospitality), and public (civic, park, and recreation) uses and phases that the Developer intends to construct or cause to be constructed on the Tracts as described in the GLUP. For purposes of defining the Project, “development” means any lot or lots with buildings or other structures erected thereon for the purposes of being either held for lease or for the purposes of transfer of ownership.
- 1.24 **Project Improvements.** Project Improvements mean, collectively, those improvements made according to Developer’s General Land Use Plan which are intended for private ownership and maintenance, either by developer or by third-party owners who are tenants or buyers of property from developer.
- 1.25 **Planned Unit Development.** The Planned Unit Development, or “PUD”, for the Seguin Town Center means the zoning and subdivision framework applicable to the Tracts by the approved GLUP to allow flexibility and creativity in site and building design and location. The Seguin Town Center PUD will consist of a variety of land use types, incorporating a single or a variety of types of residential dwelling units, commercial and industrial land uses, public land uses, and common open space and recreational areas when fully developed.
- 1.26 **Public Infrastructure.** Public Infrastructure shall mean infrastructure consisting of utilities (wastewater), drainage and stormwater management facilities, public rights of way and roadway improvements and other infrastructure improvements that are subject to periodic inspections and compliance with City regulations and standards, as may be amended by this Development Agreement.
- 1.27 **Third-Party Inspector.** Third-Party Inspector means the independent inspector to be

hired by the Parties as provided under this Agreement or as permitted under Chapter 247 of the Texas Local Government Code.

- 1.28 *Tract A-1*. Tract A-1 means the total acres of land shown and described in **Exhibit A-1**, which lies within the District, and that is to be developed by the Developer as part of the Project.
- 1.29 *Tract A-2*. Tract A-2 means the total acres of land shown and described in **Exhibit A-2**, which currently lies outside the District but is intended to be annexed by the District, that is to be developed by the Developer as part of the Project.
- 1.30 *Tracts*. Tracts mean, collectively, the total acres of land consisting of Tract A-1 and Tract A-2.
- 1.31 *Wastewater*. Wastewater means a combination of water-carried wastes from residences, commercial and retail buildings, and industrial establishments.

ARTICLE II. DEVELOPMENT AGREEMENT

2.1 Satisfaction of District Legislation. The Original Development Agreement was fully executed by the Parties on August 31, 2009, satisfying the condition in Section 8358.004(2) of the District Legislation requiring the City to approve and enter into a development agreement with the owners of land within the District under Section 212.172 of the Texas Local Government Code.

2.2 Term. The term of this Agreement is 45 years, commencing on the Effective Date.

2.3 Permit. The Parties agree the Original Development Agreement constituted the permit under Chapter 245 of the Texas Local Government Code for the Project. This Agreement shall supplant the Original Development Agreement as the applicable permit under Chapter 245 of the Texas Local Government Code, and the City shall consider the approval, disapproval, or conditional approval of any application for a permit, plat, or amendment, solely on the basis of City ordinances and rules in effect as of the Effective Date; provided, however, the Parties agree that exemptions to permits under Section 245.004 of the Texas Local Government Code remain unaffected under this provision and enforceable by the City.

2.4 Annexation of District Land; Division.

- (a) *Tract A-2*. Tract A-2 is presently outside the District's boundaries. The District may include or annex all or any portion of Tract A-2 into its boundaries. The City hereby consents to the annexation of Tract A-2 by the District and inclusion of Tract A-2 within the boundaries of the District.

(b) Other Lands. Except as provided in subsection 2.4(a), above, the District may not annex any land unless it first obtains the City's written consent by ordinance or resolution.

(c) District Division. In accordance with Section 49.316, Texas Water Code, the District may divide to create up to two (2) new districts and provide for the continuation of the District. Any new district created by division of the District shall not include any land outside the redefined boundaries of the District following the annexation of Tract A-2, as provided in subsection 2.4(a), above, unless specifically consented to by the City.

2.5 General Land Use Plan. The General Land Use Plan shall govern the development of the Project, as shown in **Exhibit B**. Because the Project includes a significant area of land and its development will occur in phases over a number of years, City and Developer acknowledge that changes to the General Land Use Plan may become desirable due to changes in market conditions or other factors. Variations of a preliminary plat or final plat that do not increase the overall density of development of the Project by more than ten percent (10%) will not require an amendment to the General Land Use Plan or to the Design Standards set forth in **Exhibit C**. Similarly, minor changes to street alignments and locations of uses approved under the General Land Use Plan that do not increase the LUEs required by the Project, the average daily trips generated by the Project, or stormwater flows from the Project may be approved administratively.

2.6 Planned Unit Development. The Seguin Town Center PUD shall be developed in accordance with this Agreement, the GLUP, and the Design Standards set forth in **Exhibit C**.

ARTICLE III. UTILITY AGREEMENT AND PUBLIC INFRASTRUCTURE

3.1 Utility Service. This Article III sets forth (a) the Parties agreement with respect to the terms of delivery of Public Infrastructure necessary to serve the Project, including requirements for the design, approval, construction, inspection, dedication and future operation and maintenance of Public Infrastructure; and (b) the City's agreement to provide retail provision of Wastewater service to the Project. The Developer or District shall construct or cause to be constructed the Public Infrastructure necessary to serve the Project. Following acceptance and conveyance of the Public Infrastructure to the City, the City shall serve the Project in amounts and flows necessary to serve the completed phases of development. The City hereby represents that it has sufficient capacity to serve the Wastewater demands the Project, which is currently estimated at total buildout to be 684,750 GPD in average daily wastewater return flow. The

estimated Project uses and calculations are set forth in more detail in **Exhibit D**, attached hereto and incorporated herein for all purposes. The foregoing Wastewater capacity reservation shall be reserved during the term of this Agreement for the benefit of the Project, the District, and its users and shall be made available to the Project as required on a phase-by-phase basis.

3.2 Public Infrastructure. The Public Infrastructure shall consist of the Wastewater Utility Improvements, the Drainage and Stormwater Facility Improvements, and the Roadway Improvements, whether such improvements are located within or outside the District. The Public Infrastructure is more particularly described as follows:

- (a) The Wastewater Utility Improvements shall consist of a wastewater collection system designed and constructed to be a system of sufficient design and capacity to collect and transport all wastewater generated by the Project, including building collection lines and service lines, wastewater gravity lines, manholes, connection(s) to the City's wastewater system and, if required as determined by the City in its sole but reasonable discretion, any force mains and lift stations. Pretreatment facilities required by City Code, if any, are required to treat industrial or commercial wastewater generated within the Project, are not included in the definition of the Wastewater Utility Improvements; however, construction and maintenance of such pretreatment facilities must comply with City Public Facilities Standards and, unless the City agrees otherwise in writing, are the responsibility of the wastewater user. The Developer or District shall design and construct, or cause the design and construction of, the Wastewater Utility Improvements;
- (b) The Drainage and Stormwater Facility Improvements shall consist of a storm water collection and drainage system designed and constructed to adequately collect and manage all storm water that flows onto or off of the Project, including storm water collection lines, detention areas and culverts in compliance with current applicable codes and manuals. The Master Stormwater Management Plan included as **Exhibit G**, as may be amended but incorporated herein for all purposes shall remain in effect and provide guidance for the Drainage and Stormwater Facility Improvements with regard to floodplain impacts during the entire course of development of the Project. The Developer or District shall design and construct, or cause the design and construction of, Drainage and Stormwater Facility Improvements.; and
- (c) The Roadway Improvements shall consist of a roadway system including all internal and public access roads for Project, sidewalks for pedestrian access and safety, all reasonable and necessary traffic control devices (including signs) within the Project, street lighting, and landscaping of esplanades (if any), and

will be designed to collector standards in accordance with the criteria set forth in the City Code. In consideration of previous Roadway Improvements constructed by Developer, and in agreement as to Developer's vested rights as of execution of the Original Development Agreement, the City agrees that it will not require the preparation or completion of traffic impact analysis (TIA) worksheets or reports prior to approval of site development plans or other Project applications. City transportation impact fees or capital recovery fees will be assessed per the current City rate and impact fee study and shall be assessed at final plat or per current City ordinance. Further, sidewalks shall only be required to comply with the width and design requirements specified in Section 5.4 of the City Code. Specifically, and for the avoidance of doubt, Developer or District shall only be required to deliver sidewalks five feet (5') in width along new and existing arterials, collector streets, and state rights-of-way. Sidewalks may further be delivered at time of adjacent site construction, notwithstanding any timing of delivery requirements specified in the City Code. Any direct or attendant costs associated with sidewalk-width or design requirements beyond those specified herein shall not be the responsibility of Developer or District and instead be solely borne by the City.

3.3 Timing of Construction. The timing of design, construction, or extension of any of the Public Infrastructure may be in such phases or stages as the Developer may consider economically feasible; provided, however, delivery of Public Infrastructure shall be safe and orderly, may be constructed concurrent with or in advance of any phase of Project Improvements, and shall assist in the healthful development of the City.

3.4 Easements and Rights-of-Way. The Developer or District shall construct or install, or cause to be constructed or installed, all Public Infrastructure within easements permanently dedicated to the installation of public utilities, or for public rights-of-way, and shall acquire as or grant, at no cost to the City, all such easements or rights-of-way as may be required for the installation, operation, and maintenance of the Public Infrastructure. All applicable easements and rights-of-way required to be conveyed to the City shall be in form and content reasonably acceptable to the City and shall either (i) be reflected on a plat filed with the City, or (ii) evidenced by separate instrument from the Developer to the City. For any phase of the Project encompassing water supply or distribution improvements to serve the Project, Developer or District shall acquire permanent easements on or under such improvements as may be necessary for their operation and maintenance. Developer and District agree that any easement acquired or granted for such improvements shall not conflict with the Parties' rights and obligations under this Agreement and that any such easements or rights of way that lie in the public roads or other easements dedicated to the City be non-exclusive and granted in form and content reasonably acceptable to the City.

3.5 Governing Regulations. The Developer shall design and construct or cause the design

and construction of the Public Infrastructure and any extensions thereof, in compliance with the requirements of the Unified Development Code, City Code of Ordinances, the requirements of the Commission or other governmental agency having jurisdiction over the Public Infrastructure. The applicable governing regulations are those in effect as of the Effective Date, except as otherwise provided herein.

3.6 Plans and Specifications for Public Infrastructure. The Developer shall submit plans and specifications for each phase of the Public Infrastructure, as applicable, as well as any extensions, additions, or modifications thereto, to the City for review and written approval, or to such Third-Party Inspector as allowed by law, which approval shall not be unreasonably withheld or delayed.

- (a) The Developer shall submit to the City Wastewater service plans for each phase of the Project meeting City Public Facilities Standards and shall include appropriately sized distribution and collection lines and an estimate of the number of LUEs requested to be reserved for that phase of the Wastewater Utility Improvements. The City will make efforts to complete its review within a reasonable time after receipt of each plan, and its approval shall not be unreasonably withheld or delayed. Multiple service plans may be submitted to the City as the Project is subdivided and developed and are required prior to each request for the City's approval of a final subdivision plat.
- (b) Construction of any phase or portion of the Public Infrastructure shall not commence until (i) the plans and specifications for that construction, as required by this Agreement, have been reviewed and accepted by the City and the City's Director of Utilities evidencing compliance with the Unified Development Code, City Code of Ordinances, City Public Facility Standards and this Agreement; (ii) a pre-construction conference has been held by the Developer, the District's engineer and City's engineer; and (iii) the applicable City fees have been paid. At such pre-construction conference, the City's Engineer shall designate a City employee to serve as the City's project liaison for that construction project.

3.7 Construction Contracts and Warranty. If Developer or District engage a Contractor to construct Public Infrastructure, the contract with the Contractor shall incorporate the construction standards of this Article III and require that the Contractor provide a two-year warranty, assignable to the City, to commence upon completion and acceptance of the construction by the City Engineer. All such contracts shall provide that the City is a third-party beneficiary of, and may enforce such contracts against, the Contractor.

3.8 Public Infrastructure Inspections and Inspection by the City Engineer.

- (a) The City has the right, but not the obligation, to inspect and test the Public

Infrastructure at any time and shall have access at all reasonable times to inspect the construction of the Public Infrastructure as the City deems necessary or desirable to assure compliance with this Agreement.

(b) The District has the right, but not the obligation, to independently inspect, at its own cost and expense, all Public Infrastructure to serve the District and to be owned or maintained, in whole or in part, by the City, as provided for in this Agreement. The City shall be provided copies of all test and inspection reports, upon request. The City shall have the right to inspect and approve all underground work before it is backfilled and covered up, including all public street and alley paving before and during the placement of concrete. The District shall notify the City upon request at least twenty-four (24) hours, which must include one (1) business day, prior to any Public Infrastructure inspection or testing, and the City shall have the right to be present at the site during all such testing.

(c) To expedite the Project, the Parties agree to employ, at the commencement of construction and at the Developer's sole cost and expense, an independent Third-Party Inspector that is mutually agreeable to all Parties, to inspect all Public Infrastructure to serve the District. As the Developer completes construction of Public Infrastructure to serve a given phase of the Project, the Developer will notify the Third-Party Inspector, and the Third-Party Inspector shall make mutually agreeable arrangements with the City and the Developer to inspect the Public Infrastructure. Upon completion of its inspection, the Third-Party Inspector shall prepare and submit an inspection report to the Developer and the City. Such inspection report shall be subject to acceptance and approval by the City Building Official, Fire Marshall, or City Engineer, based upon the final plans and specifications for such Public Infrastructure; if the Third-Party Inspector's report indicates to the City official's reasonable satisfaction that the Public Infrastructure has been completed in accordance with the final plans and specifications, then the report shall be approved; otherwise, if such report is disapproved or approved with conditions by the City, the City shall advise the Third-Party Inspector and the Developer in writing of such disapproval or conditional approval within thirty (30) business days after receipt of the Third-Party Inspector's report, and identify the defect or condition in the Public Infrastructure that caused the City's refusal to approve or to conditionally approve the Third-Party Inspector's report. Upon receipt, the Developer shall immediately address the defect or condition identified in the City's written notice and cause the Third-Party Inspector to re-inspect under the procedures set forth above, and the City will accept the same if the defects or conditions have been reasonably remedied. If the City approves the Third-Party Inspector Report, or otherwise fails to advise the Third-Party Inspector or Developer within thirty (30) business days of receipt of any Third-

Party Inspector report of its disapproval or conditional approval consistent with this subsection 3.9(c), the report shall be deemed approved and the City shall accept all Public Infrastructure covered under the Third-Party Inspectors report and deem such Public Infrastructure substantially complete in accordance with the approved plans and specifications.

3.9 Ownership of Public Infrastructure. The District and/or Developer shall design and construct the Public Infrastructure, and the City shall inspect, approve, conditionally approve, or disapprove the Public Infrastructure in accordance with the process set forth in Section 3.09 above. Upon the City's acceptance of any completed phase of the Public Infrastructure, such Public Infrastructure shall be conveyed as follows:

- (a) Wastewater Utility Improvements. Within thirty (30) days of acceptance by the City's Engineer of each phase of the Wastewater Utility Improvements, the Developer or District shall convey and transfer to the City, at no cost to the City, (i) the approved Wastewater Utility Improvements, and (ii) all related warranties, contract rights, permits, and licenses, and (iii) all related easements as required herein. All conveyance documents shall be on forms reasonably acceptable to the City. Once such Public Infrastructure is conveyed to the City, the City is obligated to provide wastewater services to the completed phases of the Project.
- (b) Drainage and Stormwater Facility Improvements. Within thirty (30) days of acceptance by the District's engineer of each phase of the Drainage and Stormwater Facility Improvements located within the District, the Developer shall convey and transfer to the applicable Drainage Project Improvements to (a) the District, at no cost to the District; or to (b) a property owners' association, subject to that association's agreement that provided such drainage system and any improvements or extensions be are constructed, inspected, and maintained in accordance with City Public Facility Standards and with this Agreement. The Developer or District shall convey to the City, at no cost to the City, (i) the approved storm water conveyance lines in aid of Roadway Improvements in public rights-of-way, and (ii) all related warranties, contract rights, permits, and licenses, and (iii) all related easements as required herein. All conveyance documents shall be on forms reasonably acceptable to the City.
- (c) Roadway Improvements. Within thirty (30) days of acceptance by the City's Engineer of each segment or phase of the Roadway Improvements, the Developer shall convey and transfer to the City, at no cost to the City, (i) the Roadway Improvements and associated right of way area, other than those facilities owned and operated by TXDOT; (ii) all related warranties, contract rights, permits, and licenses; and (iii) all related easements as required herein. Conveyance of such rights of way shall be in fee simple. All conveyance

documents shall be on forms reasonably acceptable to the City.

3.10 Operation and Maintenance of Public Infrastructure. The owner of the Public Infrastructure shall at all times properly operate and maintain, or cause to be properly operated and maintained, the Public Infrastructure at all times. The owner will operate and maintain the Public Infrastructure, or cause it to be operated and maintained, at its sole cost and expense, and in the same manner as the owner operates and maintains similar facilities, and will comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions, or orders of any governmental, administrative, or judicial body promulgating the same. The City shall have no liability or responsibility for maintenance and operation of any Public Infrastructure or water supply or distribution improvements for which it is not the owner.

3.11 Fees. All plan review and approval, inspections, and required permits are subject to the City's Fee Schedule at their current rates at the time they are incurred during the development process. .

3.12 City Wastewater Service to the Project. The City shall provide Wastewater services sufficient to serve the Project at full buildout and as needed upon the completion of each phase of development. The Project's demand for Wastewater services at full buildout is estimated to be 684,750 GPD in average daily wastewater flow, as shown in **Exhibit D**, which the City shall reserve for the Project. The City's obligation is subject to the Developer's performance under this Agreement which includes its obligation to satisfy the following conditions:

- (a) Design and construct or cause the design and construction of the Wastewater Utility Improvements in conformance with approved plans and specifications;
- (b) Convey the Wastewater Utility Improvements and related rights to the City as provided herein;
- (c) Obtain and convey to the City the easements and land interests for the Wastewater Utility Improvements as provided herein;
- (d) Pay Capital Recovery Fees at the current City rate, and per current impact fee ordinance.
- (e) The Wastewater customer's compliance with City water service ordinances.

3.13 Commencement of City Wastewater Service. The City's Wastewater service will be phased into each area where the Wastewater Utility Improvements have been approved and accepted by the City, and such Wastewater Utility Improvements have

been connected to the City's wastewater system.

3.14 Wastewater Rates and Standards of Service. The Wastewater services provided by the City to the Project shall be substantially equivalent in quality and rates to service provided to similarly situated City wastewater customers.

3.15 No Outside District Service. The District shall not construct or operate a water, wastewater, drainage, or road utility system to serve areas outside the District, other than such systems serving the Tracts, without the City's written consent, which the City may withhold in its sole discretion for any reason.

ARTICLE IV. COST OF PUBLIC INFRASTRUCTURE AND DISTRICT BONDS

4.1 Cost of Public Infrastructure to be Funded by the Developer or District.

- (a) The Developer or District shall promptly pay or cause to be paid all costs of constructing the Public Infrastructure as development progresses and as such costs become due, including (i) all costs of design, engineering, materials, testing, labor, and construction in connection with the Public Infrastructure; (ii) all payments arising under any contracts entered into construction of the Public Infrastructure; and (iii) all costs incurred in connection with obtaining governmental approvals, certificates, and permits in connection with the construction of Public Infrastructure. The City shall not be liable to any contractor, engineer, attorney, materialman, laborer, or other party contracted with by the Developer or District in connection with the construction of the Public Infrastructure.
- (b) Before the District enters into a contract for construction for any phase of any Public Infrastructure, it shall either have the current funds available in the amount of the contract for that project or have obtained financing through the Developer to fund the contract to completion.

4.2 Financing Agreement. In support of the development of the Project, the Developer will enter into one or more financing agreement(s) with the District whereby the Developer agrees to finance Public Infrastructure and water supply and distribution improvements serving the District. Under the terms of the financing agreement(s) between the District and the Developer, the District will reimburse the Developer any amounts spent for Public Infrastructure and water supply and distribution improvements eligible for reimbursement in accordance with the rules of the Commission, Texas law and this Agreement.

4.3 Issuance of Bonds. The District may issue Bonds as permitted by law and this Agreement. Except as authorized by this Agreement, the District shall not issue Bonds

without prior approval by the City.

4.4 Purposes of Bonds. The purposes for which the District may issue Bonds without prior approval by the City are limited to the following:

- (a) Purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances necessary to provide the Public Infrastructure and water supply and distribution improvements to the Project;
- (b) Pay all costs and expenses authorized by Texas Water Code Section 49.155, as amended from time to time; and
- (c) Refund any outstanding Bonds of the District for debt service savings; provided, however, that any such refunding Bonds otherwise satisfy the other requirements of this Agreement.

4.5 Bond Limitations. The total amount of Bonds issued by the District for all purposes (excluding refunding Bonds) shall not exceed \$170,000,000 (the “Bond Limit Amount”), unless specifically approved by the City Council. Developer and District acknowledge that the Bond Limit Amount is sufficient to accomplish the purposes of the District and that Developer and the District have voluntarily agreed to the Bond Limit Amount in consideration for the City’s consent to inclusion of the Tracts in the District and consent to the District’s issuance of Bonds to fund the Roadway Improvements. The Developer shall dedicate to the District, without reimbursement unless otherwise approved by City Council, the cost of Public Infrastructure exceeding the Bond Limit Amount.

4.6 Bond Requirements.

- (a) The District shall obtain all necessary authorizations for Bonds issued to finance the acquisition or construction of facilities and infrastructure for the benefit of the District in accordance with this Agreement and laws applicable to the District. All Bonds issued by the District shall comply with the following requirements:
 - (i) Maximum maturity of 25 years for any one series of Bonds;
 - (ii) Interest rate that does not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly “20 Bond Index” during the one-month period immediately preceding the date that the Notice of the sale of such Bonds is given;

- (iii) The Bonds shall expressly provide that the District shall reserve the right to redeem Bonds at any time beginning not later than the tenth (10th) anniversary of the date of issuance, without premium; and
- (iv) No variable rate Bonds shall be issued by the District without City Council approval; and
- (v) Any refunding Bonds of the District must provide for a minimum of three percent (3%) present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds unless approved by the City Council.

(b) The District shall use its best efforts (within reason) to maximize the amount of debt issued by the District at the earliest time and to structure the debt, by series of bonds, to provide for the earliest possible final maturity thereof (taking into account at the time of issuance, the outstanding District debt, the taxable assessed value within the District, and the maximum ad valorem tax rate that may be levied upon District property in accordance with Texas law), as deemed feasible pursuant to applicable Commission rules and regulations and this Agreement.

4.7 Certifications. With respect to any matter required by this Article 4 to be certified in writing, this Agreement also requires, and the District hereby warrants, that every statement in any certification shall be true and correct in all material respects and that the person signing the certification has been given the requisite authority to do so on behalf of the District.

4.8 Economic Feasibility. Before submission of an application for approval of issuance of Bonds to the Texas Commission on Environmental Quality or the Attorney General, the District's financial advisor shall certify in writing to the City Manager that the Bonds are being issued within the then-current economic feasibility guidelines established by the Commission for districts issuing bonds for water, sewer, drainage or road facilities in Guadalupe County.

4.9 Notice of Bond Issues. At least thirty (30) days before submission of an application for approval of issuance of Bonds to the Commission or the Attorney General, whichever occurs first, the District shall deliver to the City Manager a certification that the District and the Developer are not in breach of this Agreement and that the application complies with this Article IV, and a Notice containing: (a) the amount of Bonds being proposed for issuance; (b) a general description of the Public Infrastructure or water supply and distribution improvements to be funded and/or the Bonds to be refunded by such Bonds; and (c) the proposed debt service and District tax rate after issuance of

the Bonds. If the District is not required to obtain Commission approval of the issuance of the Bonds, the District shall deliver such certification and Notice to the City Manager and City Finance Director at least sixty (60) days prior to issuance of Bonds but before applying for approval of issuance of the Bonds to the Texas Attorney General.

4.10 City Approval.

- (a) The City may refuse to approve a specific Bond application or sale under this section only if the District or the Developer are in material default under this Agreement. The District shall not issue or sell a bond that the City has refused to approve under this section.
- (b) The City must give the District Notice of its refusal to approve a bond sale under the terms of this section no later than the 30th day after receiving the last of the certifications and Notices required by Section 4.9, or the Bond application or sale shall be deemed to be approved by the City. If the City refuses to approve, then each of its objections:
 - (i) shall be provided in a Notice to the Developer and the District within thirty (30) days after receiving the last of the certifications and Notices required by Section 4.9;
 - (ii) shall be signed by the City Manager or the City Manager's designee; and
 - (iii) shall identify the section(s) of this Agreement or the City's Consent Resolution for which the District is in default and the nature of the default.
- (c) If the City's Notice stating its objections are timely given to the District, as required by this section, then with respect to a specific Bond application or sale, the City and the District shall cooperate to resolve the City's objections within a reasonable time, and the Bond application or sale to which the City's objections apply shall be delayed until the City's objections have been cured or waived. Unless otherwise cured by written agreement of the Parties, the City's objections shall be deemed cured if: (i) the District files a petition seeking declaratory judgment in state district court, thirty (30) days before filing the petition the District gives the City Attorney and the City Manager Notice of, and waives any objections to the City's right to intervene in, such a declaratory judgment action; and the district court determines that the District is not in default with respect to any material provision of this Agreement, or alternatively finds that, if such a material default had previously occurred, the material default has been cured.

(d) The City may waive an objection at any time.

4.11 District Use of Excess Revenues. The District shall deposit any funds in the District's operating account in excess of an eighteen (18) month operating reserve as determined by a budget approved by the Board of Directors of the District into a segregated District construction account to be used for capital expenses only, including in the following, in order of priority: (i) reimbursement for construction or installation of the Public Infrastructure or water supply and distribution improvements, as the case may be; (ii) funding the construction or installation of the Public Infrastructure or water supply and distribution improvements, as the case may be; and (iii) purchasing and retiring any Bond after the tenth (10th) anniversary of its issuance if deemed economically feasible by the District's financial advisor. The District shall use any funds in the District's debt service account in excess of an eighteen (18) month coverage amount plus the annual debt service payments due for the subsequent twelve (12) month period, to purchase and retire any Bond after the tenth (10th) anniversary of issuance. Notwithstanding any provision of this Agreement to the contrary, the District shall maintain all funds and accounts relating to any series of Bonds and its operating and construction funds in accordance with federal tax law and requirements of any bond insurers and rating agencies and generally accepted accounting principles.

4.12 Reimbursement Agreements. The District shall not enter into agreements with the Developer or other owners of the Tracts for reimbursement of costs in connection with the District with a total reimbursement amount exceeding the Bond Limit Amount.

4.13 Bonds as Obligations of District. Unless and until the City dissolves the District and assumes the District's assets, obligations, and liabilities, the Bonds shall remain obligations of the District and shall never be deemed or construed as obligations, liabilities or indebtedness of the City.

ARTICLE V. CAPITAL RECOVERY FEE PAYMENTS AND DISTRICT TAXES

5.1 Capital Recovery Fee. The Developer will pay or caused to be paid to the City the City's capital recovery fees for roadways and wastewater infrastructure in an amount of the current City rates and per current City impact fee ordinances.

5.2 Oversizing Credit to Fee Amounts. The total amount of the incremental costs of oversizing of water or sewer mains or lines, or any other facilities or capacities, intended to serve other areas or customers outside the District or the Tracts shall offset or be used to credit against the capital recovery fee payments due by the Developer to the City.

5.3 **District Taxes.** The District may assess, levy, and collect ad valorem taxes upon all taxable properties within the District to provide for (i) the payment in full of the District's obligations, including principal, redemption premium, if any, or interest on the Bonds and to establish and maintain any interest and sinking fund, debt service fund, or reserve fund, and (ii) for administration, operation, and maintenance of the Public Infrastructure and the District, in accordance with applicable law. The Parties agree that nothing in this Agreement shall be deemed or construed to prohibit, limit, restrict or otherwise inhibit the District's authority to levy ad valorem taxes, as the Board of Directors of the District from time to time determine to be necessary. The Parties recognize and agree that all ad valorem tax receipts and revenues collected by the District shall become the property of the District and may be applied by the District to the payment of all or any designated portion of the principal, redemption premium, if any, or interest on the Bonds or otherwise, in accordance with applicable law.

5.4 **City Taxes.** The Parties agree that nothing in this Agreement shall be deemed or construed to prohibit, limit, restrict, or otherwise inhibit the City's authority to levy ad valorem or sales and use taxes within its corporate limits, including within the District, as the City Council of the City from time to time may determine to be necessary.

ARTICLE VI DISSOLUTION OF THE DISTRICT

6.1 Dissolution of the District Prior to Retirement of Bonded Indebtedness.

- (a) The City may abolish and dissolve the District and acquire District Assets and assume District Obligations. The City shall not dissolve the District until either the following conditions are met: (i) (a) ninety percent (90%) of the developable acreage within the District has been developed by water, sewer, drainage, and road infrastructure, and (b) the Developer has been or will be reimbursed by the District or the City for the Developer's eligible costs listed under Article IV of this Agreement or under applicable law; or (ii) forty-five (45) years from the Effective Date, whichever occurs first. If the City dissolves the District and the Developer has not been fully reimbursed for the foregoing eligible costs, the City will assume the responsibility of reimbursing the Developer all such outstanding costs at the time of dissolution, to the full extent permissible under the Commission's rules.
- (b) Prior to the effective date of dissolution of the District, the District and the City shall discharge any remaining District Obligations by (i) authorizing the District to issue Bonds before or during the transition period in an amount not exceeding the amount of unissued Bonds to carry out the purposes for which the District Bonds were voted; (ii) requesting the City to issue Bonds, pursuant

to Local Government Code 43.080, as amended, in an amount not exceeding the amount of unissued District Bonds to carry out the purposes for which the District Bonds were voted, or in an amount necessary to discharge the District's Obligations; or (iii) by the City providing written Notice to the District that the City has sufficient funds available from other sources to discharge the District's Obligations.

(c) Upon dissolution of the District, the City shall acquire the District Assets and assume District Obligations.

6.2 Transition Upon Dissolution. In the event all required findings, conditions, and procedures for dissolution of the District have been duly, properly, and finally made and satisfied by the City, or under this Agreement, and unless otherwise mutually agreed by the City and the District, the District agrees that its officers, agents, and representatives shall be directed to cooperate with the City in any and all respects reasonably necessary to facilitate the dissolution of the District and the transfer of District Assets to, and the assumption of District Obligations by, the City.

ARTICLE VII INDEMNIFICATION

7.1 INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DISTRICT AND DEVELOPER AGREE TO INDEMNIFY AND DEFEND THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, AGENTS, ATTORNEYS, CONSULTANTS, CONTRACTORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") WITH REGARD TO ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, SUITS, JUDGMENTS, ADMINISTRATIVE PROCEEDINGS, REMEDIATION OR CORRECTIVE ACTION REQUIREMENTS, ENFORCEMENT ACTIONS, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION THEREWITH (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, COSTS OF INVESTIGATION AND EXPENSES, INCLUDING THOSE INCURRED BY THE CITY IN ENFORCING THIS INDEMNITY), DIRECTLY OR INDIRECTLY ARISING OUT OF, CAUSED BY OR RESULTING FROM (IN WHOLE OR IN PART) ANY BREACH OF THIS AGREEMENT OR ANY DEVELOPER OR DISTRICT CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PUBLIC INFRASTRUCTURE (COLLECTIVELY, "LIABILITIES").

7.2 Insurance and Indemnity by Contractors. If any Party engages a Contractor to construct, reconstruct, repair, or maintain Public Infrastructure, that Party shall include in the contract requirements that the Contractor must provide adequate insurance protecting the City as an additional insured. That contract must also provide the Contractor to covenant to indemnify, hold harmless, and defend the City against any and all suits or claims for damages of any nature arising out of the performance of

the contract.

7.3 Sovereign Immunity. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities or rights, except as specifically waived pursuant to this Section 7.3 of the Agreement. The City waives its governmental immunity from suit and liability only as to any action brought by a Party to pursue its rights and remedies available under this Agreement, and only to the extent necessary to pursue those rights and remedies. Nothing in Section 7.3 of the Agreement waives any claims, defenses, or immunities the City has with respect to suits by persons or entities not a Party or Assignee to this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 Code, Permit Requirements, Fees, and Inspections. The City Code shall be of full force and effect within District boundaries and shall apply in the same manner as to other areas with the City's corporate limits, including permit requirements; capital recovery and/or impact fees, subject to Section 5.1 of this Agreement; and inspection, planning and connection fees and requirements, and that their rights and obligations under this Agreement shall be otherwise subject to full compliance with, and performed in accordance with, the City Code. This section includes tree preservation and planting credits required under Chapter 5 of the City Code.

8.2 Term and Termination.

- (a) Term. The term of this Agreement shall be a total of forty-five (45) years from the Effective Date of the Original Development Agreement.
- (b) Termination Upon Dissolution of the District. Except for Article II, this Agreement shall automatically terminate on the date the District is dissolved, except that Article VI of this Agreement shall survive until completion of the transition under section 6.2 of this Agreement and the conditions set forth in section 6.1 of this Agreement are otherwise fully satisfied.
- (c) Termination by Mutual Agreement. The Parties may mutually agree, in writing, fully executed by duly-authorized representatives of the Parties, to terminate, amend, or replace this Agreement.

8.3 Default and Remedies.

- (a) Notice. Any Party that reasonably believes the other Party has defaulted in the performance of any material condition, term, or obligation owed to that Party

shall within ten (10) business day after discovery of said default, give written Notice of the default to the defaulting Party, specifying in detail the provision or provisions that have been allegedly breached, and what specific action must be taken to cure or remedy the default.

(b) Remedies. Should the Party receiving the Notice fail to commence action to correct the default within thirty (30) days or fail to diligently pursue corrective action on the default, the Party giving the Notice may exercise available remedies at law or in equity, including an action under the Uniform Declaratory Judgment Act, specific performance, mandamus, and injunctive relief. Notwithstanding the foregoing, any failure to provide Notice of a default shall not be considered a waiver of any remedies authorized hereunder for such default.

8.4 Consent Resolution. The District shall be subject to the terms and conditions of the City's Consent Resolution.

8.5 Assignment and Successors. This Agreement shall be binding upon the Parties' successors and assigns. Within thirty (30) days advance notice to the City, Developer has the right from time to time and without consent of the City to assign this Agreement to an Assignee that is, or will become, owner of any portion of the Tracts within thirty (30) days after the assignment. Each assignment shall be in writing, shall be executed by Developer and the Assignee, and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the Developer's obligations, rights, title, or interests being assigned. Developer shall provide a copy of each assignment to all Parties within thirty (30) days after execution. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee, and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within thirty (30) days after execution, Developer shall not be released until the City receives such assignment. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement, and, upon written request from any party or Assignee, shall provide a copy of such records to the requesting person or entity.

8.6 Force Majeure. If any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation to pay amounts owed or required to be paid pursuant to the terms of this Agreement, then

the obligations of such Party, to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give Notice and full particulars of such force majeure to the other party. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure," as used herein, shall include without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, acts of terrorism, orders of any kind of the government of the United States or the State of Texas or any civil or military authority other than the District, insurrections, riots, pandemics or epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, drought, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or, due to a systemic failure, the City's inability of the City to provide Water or receive Wastewater to the Project, and any other inabilities of any Party, whether similar to those enumerated or otherwise, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party when such settlement is unfavorable to it in the judgment of the Party experiencing the difficulty.

8.7 Governing Law and Venue. The Agreement shall be governed by and broadly construed in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Guadalupe County, Texas, and that Guadalupe County is the venue for the determination of any dispute arising under this Agreement.

8.8 Attorney's Fees and Costs. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, then the prevailing Party shall be entitled to reasonable attorney's fees, expenses, and court costs in connection with any original action, any appeals, and any post-judgment proceeding to collect or enforce a judgement, in addition to any other relief to which it may be entitled.

8.9 No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by any Party hereto of any term, covenant, condition, or liability hereunder, or the performance by any Party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind.

8.10 Addresses and Notice.

(a) Unless otherwise provided in this Agreement, any notice, communication, request, reply, or advice ("Notice") herein provided or permitted to be given, made, or accepted to any Party (except bills), must be in writing and may be given or be served by depositing the same in United States mail, registered and certified, return receipt requested, or by delivering the same to such Party, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be conclusively deemed to be effective, unless otherwise stated in this Agreement, from and after the expiration of three (3) days after it is so deposited. Notice given in any such other manner shall be effective when received by the Party to be notified.

For the purpose of Notice, addresses of the Parties shall, until change as hereinafter provided, by as follows:

If to the City, to:

City of Seguin
P.O. Box 591,
Seguin, Texas 78155
Attn: Steve Parker, City Manager

If to the Developer, to:

A-L 97 IH 10-SH 46, L.P
c/o Mr. Austin Alvis
NewQuest Properties
8827 W. Sam Houston Pkwy. N., Ste. 200
Houston, Texas 77040

If to the District, to:

Guadalupe County Municipal Utility District No. 3
c/o Annette F. Stephens
Paul Harle
Allen Boone Humphries Robinson, LLP
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027

(b) The Parties shall have the right from time to time to change their respective Notice addresses and each shall have the right to specify any other address by at least fifteen (15) days' notice to the other.

8.11 Merger and Modification. The Exhibits attached to this Agreement are incorporated into the Agreement for all purposes. This Agreement shall be subject to change or modification only with the written mutual consent of the City, the District, and the

Developer.

8.12 Severability. The provisions of this Agreement are severable, and if any part of this Agreement or the applicability of this Agreement to any person or circumstance shall ever be held by any court or competent jurisdiction to be invalid or unconstitutional, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision is deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of this such provision to other persons, entities, or circumstances, and a new provision will be substituted in lieu of the severed provision, and the new provision shall, to the extent possible, accomplish the intent of the Parties as it was evidenced by the severed provision.

8.13 Construction. The Parties acknowledge that each Party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, its amendments or Exhibits. As used in this Agreement, the term "including" means "including without limitation," the words "shall" and "will" are mandatory and the word "may" is permissive. The term "days" means calendar days, not business days.

8.14 Conspicuous Provisions. The Parties acknowledge that the provisions of this Agreement set out in **bold, CAPITALS** (or any combination thereof) satisfy the requirements for the express negligence rule and/or are conspicuous.

8.15 Benefits of Agreement. Agreement is for the benefit of the City, the Developer, and the District, and shall not be construed to confer any benefit on any other person who is not a Party, except as expressly provided for in this Agreement.

8.16 List of Exhibits. The following Exhibits attached or to be attached to this Agreement are part of the Agreement as through fully incorporated herein:

Exhibit A	Map of Tracts A-1 and A-2
Exhibit A-1	Metes and Bounds Description of Tract A-1
Exhibit A-2	Metes and Bounds Description of Tract A-2
Exhibit B	General Land Use Plan
Exhibit C	Design Standards
Exhibit D	Estimated Wastewater Flows (& LUEs)
Exhibit F	omitted
Exhibit G	Master Stormwater Management Plan

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of
January 15, 2025.2026.

CITY

CITY OF SEGUIN, TEXAS

By:



Steven Parker
CITY MANAGER

ATTEST:

CITY SECRETARY:

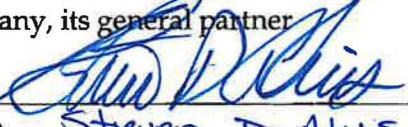


IN WITNESS WHEREOF, the Parties have executed this Agreement as of
January 22, 2025 2026.

DEVELOPER

A-L 97 IH 10-SH 46, L.P., a Texas limited
partnership

By: A-L 97, L.C., a Texas limited liability
company, its general partner

By: 
Name Steven D. Alvis
Title: Manager

IN WITNESS WHEREOF, the Parties have executed this Agreement as of
January 14, 2025 2026.

DISTRICT

GUADALUPE COUNTY MUNICIPAL
UTILITY DISTRICT NO. 3

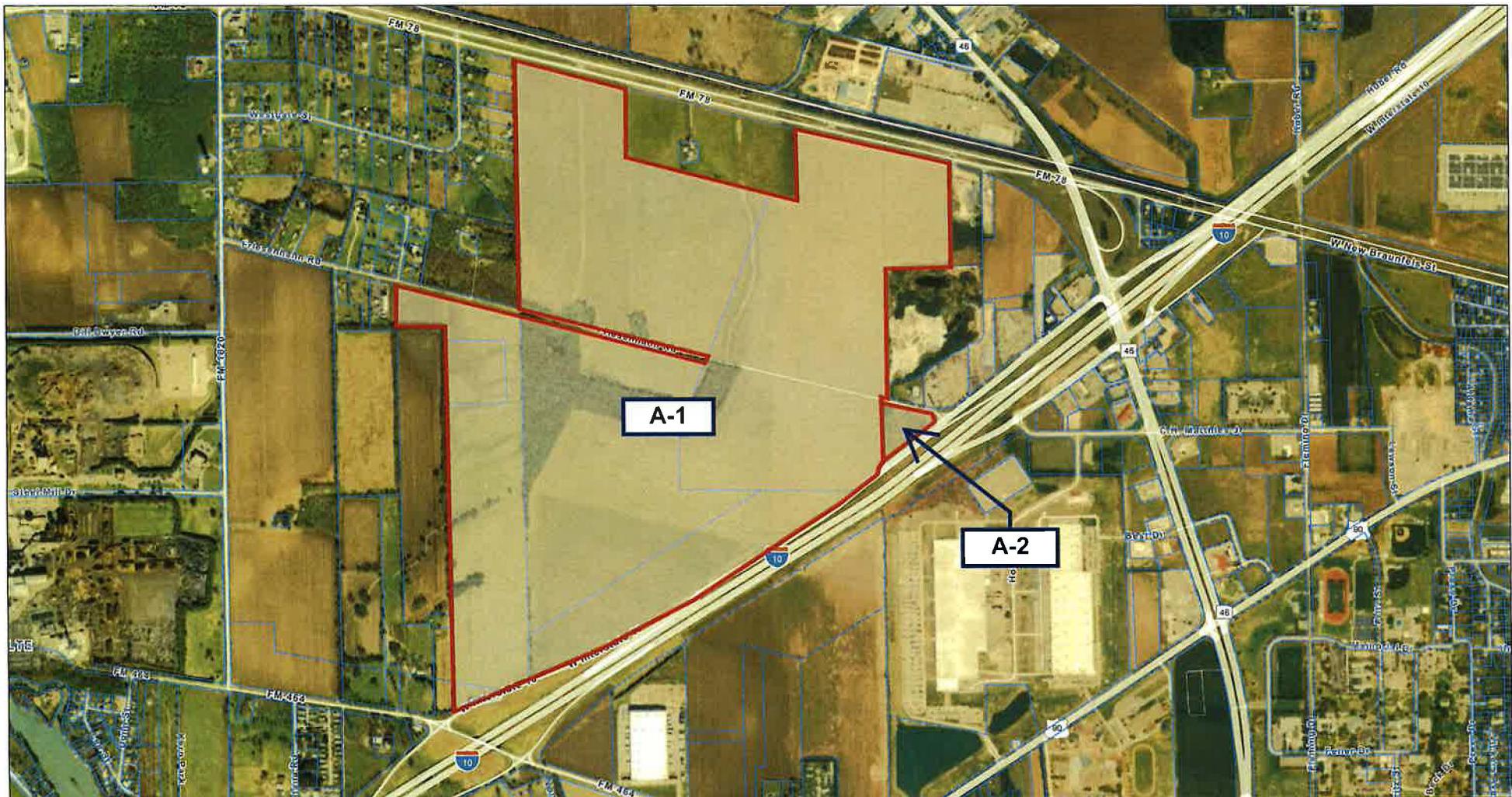
By: *Kim* Kim Cosco (Jan 14, 2026 16:12:35 CST)
President

ATTEST:

By: *Nick Kertenbach*
Secretary

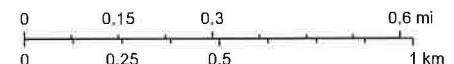
Exhibit A
Map of Tracts A-1 and A-2

ArcGIS Web Map



5/30/2025, 1:39:53 PM

1:14,314



Parcels

High Resolution 60cm Imagery

4.8m Resolution Metadata

World Imagery

High Resolution 30cm Imagery

Low Resolution 15m Imagery

Citations

 Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar

NewQuest Compass

Exhibit A-1
Metes and Bounds Description of Tract A-1

January 24, 2008

Tract 1

**451.1042 acre tract of land in the J.D. Clements Survey, Abstract No. 11,
Guadalupe County, Texas**

A FIELD NOTE DESCRIPTION of 451.1042 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas; said 451.1042 acre tract being all of Lots 1-3, Block 1 of the Project Green Subdivision, according to the map or plat recorded in Volume 7, Pages 263-264 of the Guadalupe County Map Records conveyed to Seguin Economic Development Corporation, as recorded in Volume 2353, Page 234 of the Guadalupe Deed Records and to Guadalupe Holdings, LLC, as recorded in Volume 2491, Page 87 of the Guadalupe County Deed Records; said tract being more particularly described by metes and bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a smooth $\frac{5}{8}$ -inch iron rod found in the northwest right-of-way line of Interstate Highway 10 for the southeast corner of a tract of land conveyed to Guadalupe Holdings, LLC, as recorded in Volume 2382, Page 248 of the Guadalupe County Deed Records, for the southwest corner of said Project Green Subdivision and for the southwest corner of this tract;

THENCE; North $01^\circ 27' 33''$ West - 3,904.22 feet with the west line of said Lot 3 and with the east line of said Guadalupe Holdings tract to a 10-inch x 10-inch concrete fence post found in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road, right-of-way varies) for a northwest corner of this tract;

THENCE; South $75^\circ 48' 22''$ East - 622.44 feet with the southwest right-of-way line of said Friesenhahn Road to a 10-inch x 10-inch concrete fence post found for an angle point of this tract;

THENCE; South $76^\circ 34' 50''$ East - 1,425.29 feet with the southwest right-of-way line of said Friesenhahn Road to a $\frac{1}{2}$ -inch iron rod with cap found for an interior corner of this tract; from which a $\frac{1}{2}$ -inch iron rod found bears North $74^\circ 17' 36''$ East - 0.33 feet;

THENCE; North $20^\circ 52' 10''$ East - 84.74 feet with the east line of said Lot 1 and with the west line of said Lot 2 to a $\frac{5}{8}$ -inch iron rod with cap set for an interior corner of this tract;

THENCE; North $76^\circ 54' 03''$ West - 682.88 feet with the northeast right-of-way line of said Friesenhahn Road to a $\frac{1}{2}$ -inch iron rod with cap found for an interior corner of this tract;

THENCE; South $12^\circ 54' 49''$ West - 9.69 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a 10-inch x 10-inch concrete fence post found for a south corner of this tract;

THENCE; North $76^\circ 24' 13''$ West - 936.14 feet with the northeast right-of-way line of said Friesenhahn Road to a $\frac{5}{8}$ -inch iron rod with cap set for a west corner of this tract;

THENCE; North $14^\circ 03' 37''$ East - 10.20 feet with a jog in the northeast right-of-way line of said Friesenhahn Road to a $\frac{1}{2}$ -inch iron rod found for an interior corner of this tract;

THENCE; North $75^\circ 11' 12''$ West - 503.39 feet with the northeast right-of-way line of said Friesenhahn Road to a $\frac{1}{2}$ -inch iron rod found for a southwest corner of this tract;

THENCE; North 01° 08' 08" West - 848.44 feet with the west line of said Lot 1 and with the east line of a 19.21 acre tract of land conveyed to O.J. Reidel, Trustee, as recorded in Volume 724, Page 541 of the Guadalupe County Deed Records to a $\frac{1}{2}$ -inch iron rod found for an angle point of this tract;

THENCE; North 01° 28' 34" West - 551.15 feet with the west line of said Lot 1 and with the east line of Westgate Subdivision, according to the map or plat recorded in Volume 4, Page 96 of the Guadalupe County Map Records to a $\frac{5}{8}$ -inch iron rod with cap set for an angle point of this tract;

THENCE; North 01° 22' 32" West - 1,262.61 feet with the west line of said Lot 1 and with the east line of said Westgate Subdivision to a concrete monument disk found in the southwest right-of-way line of F.M. Highway 78 (right-of-way varies) for a northwest corner of this tract;

THENCE; South 76° 33' 09" East - 1,256.79 feet with the southwest right-of-way line of said F.M. Highway 78 to a $\frac{5}{8}$ -inch iron rod with cap set for a northeast corner of this tract; from which a metal fence post bears South 00° 50' 29" East - 0.91 feet;

THENCE; South 00° 50' 29" East - 741.45 feet with an east line of said Lot 1 and with the west line of an 11.684 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records to a 10-inch x 10-inch concrete fence post found for an interior corner of this tract;

THENCE; South 76° 36' 44" East with the northeast line of said Lot 1 and with the southwest line of said 11.684 acre tract, with the southwest line of a tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 1000, Page 572 of the Guadalupe County Deed Records, and with the southwest line of a 13.730 acre tract of land conveyed to Fernon J. Schievelbein, as recorded in Volume 476, Page 679 of the Guadalupe County Deed Records at a distance of 1,604.24 feet pass a $\frac{1}{2}$ -inch iron rod in concrete found and continuing for a total distance of 1,893.61 feet with the northeast line of said Lot 2 to a 10-inch x 10-inch concrete fence post found for an interior corner of this tract;

THENCE; North 01° 09' 52" West - 747.68 feet with a west line of said Lot 2 and with the east line of said 13.730 acre tract to a concrete monument found in the southwest right-of-way line of said F.M. Highway 78 for a northwest corner of this tract;

THENCE; South 78° 44' 39" East - 972.43 feet with the southwest right-of-way line of said F.M. Highway 78 to a concrete monument found for an angle point of this tract;

THENCE; South 76° 37' 15" East - 737.62 feet with the southwest right-of-way line of said F.M. Highway 78 to a 2-inch iron pipe found for a northeast corner of this tract;

THENCE; South 01° 17' 10" East - 1,097.52 feet with a east line of said Lot 2 and with the west line of a tract of land conveyed to Superior Energy Group, Ltd., as recorded in Volume 732, Page 1301 of the Guadalupe County Deed Records to a $\frac{1}{2}$ -inch iron rod found for a southeast corner of this tract;

THENCE; South 87° 34' 00" West - 711.09 feet with a south line of said Lot 2 to a $\frac{1}{2}$ -inch iron rod with cap set in concrete for an interior corner of this tract; from which a bent 1-inch iron pipe bears South 87° 34' 10" West - 2.83 feet;

THENCE; South 01° 22' 58" East - 1,116.97 feet with the east line of said Lot 2 to a 6 foot Chain Link Fence corner found for an angle point of this tract;

THENCE; South 00° 15' 22" East - 290.39 feet with the east line of said Lot 2 to a $\frac{1}{2}$ -inch iron rod with cap stamped 'Kling' for a southeast corner of this tract;

THENCE; North 76° 54' 03" West - 62.59 feet with the northeast right-of-way line of said Friesenhahn Road to a $\frac{5}{8}$ -inch iron rod with cap set for an interior corner of this tract;

THENCE; South 01° 04' 17" East - 718.65 feet with the east line of said Lot 2 to a brass disk found in the northwest right-of-way line of said Interstate Highway 10 for a southeast corner of this tract; from which a $\frac{1}{2}$ -inch iron rod with cap 'B&A' bears South 55° 35' 30" West - 0.53 feet;

THENCE; South 51° 29' 46" West with the southeast line of said Lot 2 and with the northwest right-of-way line of said Interstate Highway 10, at a distance of 489.92 feet pass a $\frac{1}{2}$ -inch iron rod with cap stamped 'B&A' found and continuing with the southeast line of said Lot 3 for a total distance of 870.11 feet to a brass monument disk found for an angle point of this tract;

THENCE; South 54° 44' 17" West - 652.94 feet with the northwest right-of-way line of said Interstate Highway 10 to a brass monument disk found for an angle point of this tract;

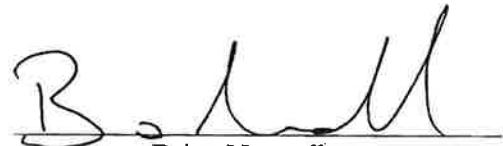
THENCE; South 58° 04' 52" West - 1,419.28 feet with the northwest right-of-way line of said Interstate Highway 10 to a $\frac{3}{4}$ -inch square bar found for an angle point of this tract;

THENCE; South 61° 55' 18" West - 999.03 feet with the northwest right-of-way line of said Interstate Highway 10 to a $\frac{1}{2}$ -inch iron rod with cap stamped 'Kling' found for an angle point of this tract;

THENCE; South 69° 00' 37" West - 561.36 feet with the northwest right-of-way line of said Interstate Highway 10 to the POINT OF BEGINNING and containing 451.1042 acres of land.

COMPILED BY:

TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Job No. 356-146
W:\356-146_T1.wpd



Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

Exhibit A-2
Metes and Bounds Description of Tract A-2

January 24, 2008

Tract 2

**87.9012 acre tract of land in the J.D. Clements Survey, Abstract No. 11,
Guadalupe County, Texas**

A FIELD NOTE DESCRIPTION of 87.9012 acres of land in the J.D. Clements Survey, Abstract No. 11, Guadalupe County, Texas; said 87.9012 acre tract being that same tract of land conveyed to Guadalupe Holdings, LLC, as recorded in Volume 2382, Page 248 of the Guadalupe Deed Records; said tract being more particularly described by metes and bounds as follows with the bearings being based on the Texas State Plane Coordinate System, South Central Zone using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a smooth $\frac{5}{8}$ -inch iron rod found in the northwest right-of-way line of Interstate Highway 10 for the southeast corner of said Guadalupe Holdings, LLC tract, for the southwest corner of Project Green Subdivision, according to the map or plat recorded in Volume 7, Pages 263-264 of the Guadalupe County Map Records and for the southeast corner of this tract;

THENCE; South $68^\circ 42' 28''$ West - 710.50 feet with the northwest right-of-way line of said Interstate Highway 10 to a 60d nail in concrete found for an angle point of this tract;

THENCE; South $58^\circ 05' 50''$ West- 215.79 feet with the northwest right-of-way line of said Interstate Highway 10 to a $\frac{1}{2}$ -inch iron rod with cap stamped 'B&A' found for a southwest corner of this tract;

THENCE; North $01^\circ 31' 26''$ West - 4,139.17 feet with the east line of a 40 acre tract conveyed to Robin R. Rector Harrel, as recorded in Volume 1528, Page 234 of Guadalupe County Deed Records to a $\frac{1}{2}$ -inch iron rod found for an interior corner of this tract;

THENCE; South $89^\circ 03' 44''$ West - 536.71 feet with a north line of said 40 acre tract to a $\frac{1}{2}$ -inch iron pipe found for an angle point of this tract;

THENCE; South $88^\circ 21' 42''$ West - 60.21 feet with the north line of a 27.44 acre tract of land conveyed to Nancy Beth Hallberg, as recorded in Volume 1847, Page 835 of the Guadalupe County Deed Records to a 4-inch metal pole found for a southwest corner of this tract;---

THENCE; North $01^\circ 07' 53''$ West - 495.80 feet with the east line of a 2.935 acre tract of land conveyed to Strata Ferrous, Inc., as recorded in Volume 1504, Page 468 of the Guadalupe County Deed Records to a metal fence post found in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road, right-of-way varies) for the northwest corner of this tract;

THENCE; South $76^\circ 37' 07''$ East - 1,503.28 feet with the southwest right-of-way line of said Friesenhahn Road to a 10-inch x10-inch concrete fence post found for the northeast corner of this tract;

THENCE; South $01^\circ 27' 33''$ East - 3,904.22 feet with the west line of Lot 3, Block 1 of said Project Green Subdivision to the POINT OF BEGINNING and containing 87.9012 acres of land.

COMPILED BY:
TEXAS ENGINEERING AND MAPPING
Civil Engineers - Land Surveyors
Stafford, Texas
Job No. 356-146
W:\356-146_T2.wpd




Brian Nesvadba
Registered Professional Land Surveyor
State of Texas No. 5776

April 9, 2025

**4.6132 acres of land in the Joseph D. Clements Survey, Abstract No. 11,
City of Seguin, Guadalupe County, Texas**

A FIELD NOTE DESCRIPTION of a 4.6132 acre (200,952 square feet) tract of land in the Joseph D. Clements Survey, Abstract No. 11, City of Seguin, Guadalupe County, Texas; said 4.6132 acre tract being that same called 4.63 acre tract of land conveyed to TXLOTS, L.L.P., as recorded in Volume 1689, Page 72 of the Guadalupe County Deed Records; said tract being more particularly described by metes-and-bounds as follows with the bearings being based on Texas State Plane Coordinate System, South Central Zone (NAD83) per GPS Observations using National Geodetic Survey Continuously Operating Reference Stations:

BEGINNING at a TXDOT disc found in the northwest right-of-way line of Interstate Highway No. 10 (width varies), as recorded in Volume 365, Page 50 and Volume 367, Page 403 of the Guadalupe County Deed Records and in the west line of a 41.35 acre tract of land, as recorded in Volume 217, Page 529 of the Guadalupe County Deed Records for the southeast corner of Lot 2, Block 1, Final Plat of Project Green Subdivision, according to the map or plat recorded in Volume 7, Page 263 of the Guadalupe County Map Records and for the southwest corner of this tract; from which a 1/2-inch iron rod with cap found bears South 67° 14' 17" West - 0.62 feet;

THENCE, North 01° 04' 17" West - 636.14 feet (called North 00° 55' 20" West - 637.72 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) (called North 00° 50' 03" West - 635.86 feet per Volume 7, Page 263 of the Guadalupe County Map Records) with the east line of said Lot 2 and with the west line of said 41.35 acre tract to a 5/8-inch iron rod with cap stamped "McKim & Creed" set in the southwest right-of-way line of Friesenhahn Road (Youngs Ford Road) (width varies - 80 feet wide at this point), as recorded in Volume 321, Page 58 and Volume 322, Page 220 of the Guadalupe County Deed Records for the northwest corner of this tract; from which a 5/8-inch iron rod found for an interior corner of said Lot 2 bears North 01° 04' 17" West - 82.51 feet (called North 00° 50' 03" West - 82.71 feet per Volume 7, Page 263 of the Guadalupe County Map Records);

THENCE, South 78° 34' 40" East - 557.92 feet (called South 78° 07' 42" East - 560.79 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) with the southwest right-of-way line of said Friesenhahn Road to a TXDOT disc found at the north end of a cutback corner at intersection of the southwest right-of-way line of said Friesenhahn Road with the northwest right-of-way line of said Interstate Highway No. 10 for a northeast corner of this tract;

THENCE, South 12° 50' 11" East - 86.78 feet (called South 12° 26' East - 86.9 feet per Volume 365, Page 50 of the Guadalupe County Deed Records) (called South 12° 13' 53" East - 86.09 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) with said cutback corner to a TXDOT disc found at the south end of said cutback corner for the southeast corner of this tract;

THENCE, South 51° 29' 46" West - 708.25 feet (called South 51° 48' West - 705.3 feet per Volume 365, Page 50 of the Guadalupe County Deed Records) (called South 51° 48' 00" West - 708.49 feet per Volume 1689, Page 72 of the Guadalupe County Deed Records) with the northwest right-of-way line of said Interstate Highway No. 10 to the POINT OF BEGINNING and containing 4.6132 acres (200,952 square feet) of land.

Note: This metes-and-bounds description was compiled in conjunction with a survey performed on even date.

COMPILED BY:
McKIM & CREED
Engineers, Surveyors, Planners
Stafford, Texas
Firm Registration No. 10177600
Job No. 08499-0067
Y:\legals\08499-0067.docx



Chris Kelly
Robert Chris Kelly
Registered Professional Land Surveyor
State of Texas No. 6833

Exhibit B
General Land Use Plan

STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF SEGUIN, TEXAS APPROVING A GENERAL LAND USE PLAN FOR THE PROPERTIES LOCATED IN THE AREA OF IH-10 AND FM 78, NEAR THE INTERSECTION OF IH-10 AND FRIESENHAHN RD, IN SEGUIN, GUADALUPE COUNTY, TEXAS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Planned Unit Development (PUD) zoning district is a unique zoning district that allows creative development of property beyond the standard land use regulations prescribed by the Unified Development Code (UDC) for conventional zoning districts; and

WHEREAS, an approved General Land Use Plan (GLUP) that identifies the proposed modifications to the standard requirements of the land use regulations of the City of Seguin is required for all properties zoned as a Planned Unit Development (PUD); and

WHEREAS, the proposed modifications in the GLUP shall provide a higher quality project than typically obtained through the standard land use and site development standards; and

WHEREAS, written notice of the public hearings held for the proposed GLUP was provided to surrounding property owners in accordance with the general process for zoning change requests; and

WHEREAS, the Planning & Zoning Commission held a public hearing at their meeting on September 9, 2025 to provide the public with an opportunity to make comments on the proposed GLUP; and

WHEREAS, the Planning & Zoning Commission recommends approval of the General Land Use Plan with the conditions that have been incorporated into the GLUP document attached herein.

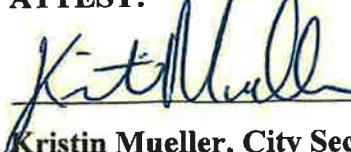
NOW THEREFORE BE IT RESOLVED by the City Council of Seguin, Texas:

PART 1. The City Council hereby approves the General Land Use Plan for the properties located in the area of IH-10 and FM 78, near the intersection of IH-10 and Friesenhahn Rd, specifically including the properties identified with Property ID's 128174, 128175, 128176, 129007, 136699, 53238, 53239, and 52990, in Seguin, Guadalupe County, Texas.

PART 2. This Resolution shall be in full force and effect immediately from and after its passage.

PASSED AND APPROVED this 6th day of October 2025.

ATTEST:


Kristin Mueller, City Secretary




DONNA DODGEN
MAYOR

Seguin Town Center

General Land Use Plan Narrative

I. Introduction

The Seguin Town Center is a mixed-use development planned for an approximate 547-acre tract located at Interstate 10 and Friesenhahn extending to FM 78. This planned unit development has been prepared by A-L 97 IH 10-SH 46, L.P. (the “Developer”) pursuant to the City of Seguin ordinances related to Planned Unit Development (“PUD”) Districts. This document is provided to replace the previously approved General Land Use Plan (GLUP) for the property. The purpose of the PUD is to encourage flexibility in the uses in the development of the land to meet changing market demands in order to promote the most appropriate design. These requirements will help to facilitate the development of the property in a harmonious way to service the community (the “Project”).

The development and operation of the Project shall be governed solely by the terms of this GLUP and the Seguin Unified Development Code (the “UDC”), and all applicable state and local laws. In the event of any conflicts between the terms and provisions of this GLUP and terms and conditions of the Unified Development Code, present or future, the terms and provisions of this PUD shall supersede and control.

II. Existing Conditions

Physical Opportunities and Constraints

Located at the southwest corner of the intersection of Interstate 10 and Friesenhahn, the Project is composed of approximately 547 acres as depicted in Exhibit A – Area Location Map and is defined in the Exhibit B – Legal Description for the property tracts.

There is an existing drainage pattern, identified as Guadalupe Tributary 4a, extending from the northern portion of the property to the western property line of the Project, which creates a 100-year floodplain. This floodplain will be addressed to increase the developable land while mitigating the impact. There is an existing electrical transmission line in an 80' easement that extends across the southern portion of the property from east to west. A pipeline easement exists in the southwestern portion of the property. Each of these constraints are accounted for in the design and planning of the Project.

Surrounding Land Use

The mix of land uses that are adjacent to the Project range from single family residential to commercial/industrial uses. Immediately to the west of the Project is a mixture of large tract single family residential with zoning designation of Agricultural Ranch and Manufactured-Residential. FM 78 and a railroad line borders the northern portion of the Project with a mixture of single-family tracts zoned as Single Family Residential 2 and Light Industrial. The property to the east is zoned as Commercial and has a range of commercial activities and undeveloped land. Land on the southern side of the interstate consist of developed and undeveloped industrial tracts.

III. Project Description

Compliance with Future Land Use Plan

The City of Seguin Future Land Use Plan includes a mixture of projected land uses for the Project area. An area of Commercial Corridor use is designated along the frontage area along Interstate 10. There is an area of Suburban Residential use shown in the western portion of the property north of the Commercial Corridor portion. The northern portion of the property is designated as Commerce Center.

Plan Description

The Concept Plan consists of various potential uses including commercial uses, multi-family and hospitality components, and light industrial uses. The commercial portion of the Project along the interstate frontage includes potential for multiple large retail anchor tenants, multi-tenant retail, restaurant, and entertainment uses. North of the commercial frontage, a mixed-use area of potentially light industrial, multi-family, hospitality, and entertainment uses are planned. The northern portion of the Project will be a mixture of light industrial, multi-family and commercial uses. A large drainage facility will be constructed to mitigate the existing flood plain within the Project and also provide detention for the development of the Project.

Access to the Project will be taken from Interstate 10 frontage road where driveway connections with deceleration lanes have already been constructed, from Friesenhahn and from FM 78. Adequate internal circulation will be provided within the Project to ensure appropriate access and internal connectivity between the uses and the external roadways.

The Project will be developed with consistent architectural elements, signage and landscaping plan that will create cohesiveness amongst the various users as well as to help unify the Project and create an aesthetically pleasing destination for residents and visitors to the area.

General Project Character

Architecture: All buildings within the Project will be constructed to meet Architectural Guidelines established for the property. Compliance with the guidelines will be managed by a Commercial Association to govern the property within the Project. In general, the guidelines will meet the requirements of the City's IH 10 Overlay District allowing for a mixture of finishes for the buildings including masonry (painted or treated), wood, brick, simulated siding, and glass finishes.

Zoning

Current Zoning: The property is zoned as Planned Unit Development, though the adopted general land plan for the existing PUD has expired. The General Land Use Plan for this project identifies areas of development with specific concentrations of uses within each area.

Land Uses: The Project consists of a variety of uses. It is proposed that the uses allowed within the zoning categories of Commercial (C), Multi-Family High Density (MF-3) with no maximum density, Public (P), and Light Industrial (LI) be allowed within the PUD.

The uses and characteristics of the land uses is defined further in the following sections:

Light Industrial

The following uses will be permitted within the areas designated to include light industrial as a use provided it meets the operational and design standard outlined below:

Permitted uses within Light Industrial include:

- Welding, stamping and forming provided performed entirely indoors
- Light assembly operations
- CNC machining and fabrication

- Powder coating and industrial painting, provided these activities are performed entirely indoors and ancillary to the manufacturing process of a product
- Warehousing and distribution, including but not limited to last-mile logistic operations
- 3D printing and additive manufacturing
- Food and beverage processing such as bottling, packaging and roasting
- Electronics manufacturing and assembly such as circuit boards and sensors, including semiconductor component assembly, manufacturing or testing, excluding on site wafer fabrication or chemical etching
- Medical device manufacturing
- Clean Energy equipment production and manufacturing
- Automotive parts and component manufacturing, such as brake systems, interior assemblies, under-hood parts, provided that all manufacturing processes occur entirely indoors and outdoor storage is screened. Operations should not emit particulates, odor, smoke , gas fumes, light above legally approved standards by governmental entities.
- Data centers, server farms or colocation facilities
- Research and Development (R&D) laboratories, including those associated with advanced manufacturing, life sciences, clean energy, or technology, provided all activities are conducted indoors.

The following uses are prohibited in Light Industrial areas:

- Steel, aluminum, or other metal mills and foundries
- Cement or concrete batch plants (unless temporary for onsite construction activities) or product manufacturing
- Asphalt or roofing shingle production
- Petroleum refining
- Large-scale outdoor woodworking or lumber mills
- Meat processing, slaughterhouses or rendering facilities
- Large scale (defined as more than 35% of the leased space of the premises) chemical manufacturing such as solvents, resins, pesticides.
- Recycling, salvage, or scrap yard operations
- Bulk hazardous materials storage or distribution

The operational standards within the light industrial use areas are defined below:

- All manufacturing, fabrication, and assembly must occur within enclosed buildings.
- Outdoor storage shall be limited to non-hazardous materials and screened from public view.
- All environmental controls shall meet all governmental standards.

The following design standards shall apply to light industrial use areas:

- Building materials – Primary exterior walls must be constructed of concrete tilt-wall, architectural metal panels, or masonry. Stucco or EIFS is permitted only as an accent material.
- Façade Articulation: Street-facing facades must include articulation, glazing, material variation, or architectural detailing to avoid blank walls.
- Screening: All rooftop equipment, loading docks, and outdoor storage must be screened from public right-of-way.
- Landscape Buffer: a 25' foot landscape buffer with a 6'-high fence and 50' building setback between light industrial uses and single-family uses.

Multi-Family

The areas of multi-family use within the development will be developed in a manner consistent with the City MF-3 zoning district with the following operation and design standards.

No density limit will be applied to the multi-family use within the development, though there will be no more than 25 contiguous acres of multi-family within the development. Access will be provided by internal roads within the development.

Any multi-family use that abuts single-family shall meet the buffer requirements and provide the following: building setback shall be standard building setback plus 10' for the first story and 5' for each additional story of the multi-family structure with landscape buffer of one 4-inch caliber tree every 20 feet. Parking is allowed in the buffer area with a setback of 15 feet from the property line.

Commercial

The areas of commercial uses within the development shall consist of a wide range of commercial retail uses, offices, and business and personal uses.

Permitted uses within the Commercial use areas include:

- Retail uses
- Professional office
- Community Center
- Medical Office, including emergency room services and hospital
- Veterinary office with enclosed kennel
- Restaurants, including those with drive-through and pick-up window services
- Commercial indoor and outdoor entertainment uses
- Day Care
- Auto repair and services
- Auto sales
- Car wash
- Gas station
- Assisted Living Facility
- Nursing Home or Convalescent Home
- Vocational school
- University/College
- Governmental buildings and uses
- Religious assembly facilities
- Hotel/Motel including bed and breakfast
- RV Park
- Fitness Club
- Outdoor festivals
- Driving range
- Event Halls and facilities
- Communication tower
- Farmer's Market
- Financial institution with drive-through

The following design standards shall apply to commercial use areas:

- In order to promote cross access and shared parking within the parking lot, median breaks within larger parking fields will not be required.
- Due to the shared nature of parking field areas, a minimum of 1 parking space per 250 square feet of building area will be provided within the commercial area.
- Stacking space shall be provided for drive-through facilities within the development:
 - For financial institutions, each teller window or ATM station shall be provided with a minimum two stacking spaces.
 - For a drive-through restaurant, a minimum of three stacking spaces shall be provided from the order location and a minimum of two stacking spaces at each vehicle stop window (payment/pick-up windows).
 - For restaurants with pick-up windows only (no ordering), a minimum of two stacking spaces will be required.
 - Escape or bypass lanes will not be required.
- Seasonal sales and outside storage shall be allowed based on the following:
 - Temporary seasonal outdoor sales may occupy the parking areas for seasonal sales on a temporary basis only, for a maximum of ninety (90) days for display of seasonal materials and a maximum of twelve (12) displays per calendar year.
 - Occasional sidewalk sales located immediately in front of the premises of a tenant or user may be conducted as long as the sidewalk sales do not impair ingress and egress on such sidewalks.
 - Outside storage within the Commercial area shall not exceed 20% of the front area between the building line as constructed and the property line. Any storage on the side shall be screened.

Project Development Regulations

With some exceptions contained herein, the Project will conform to the development regulations within the City of Seguin UDC. Any items not specifically addressed below shall revert to the regulations within the UDC. The regulations below shall apply to all development within the Project:

Building Height: No restriction on the maximum height of the building.

Minimum Building Setbacks: The below building and parking setbacks shall be adhered to on all development within the Project:

Public Street Setback: 10' Parking setback/ 20' Building setback

Side Setback (Interior): 10' side building setback – except for where shared walls may exist with a zero setback

Rear Setback: 5' Parking setback / 15' Building setback

Impervious Cover Maximum: 90% for Commercial and Light Industrial uses and 80% for multi-family uses

Tree Mitigation Requirements:

The majority of the Project area is currently unwooded with the only areas with significant number of trees is the area in which the drainage facilities for the Project are to be constructed. A tree survey showing protected trees shall be furnished to the City. Along the drainage channel to be constructed a 2" caliber tree shall be planted every 200 feet alternating on each side of the channel.

Signage

On-premise and off-premise pylon and monument signs will be provided in a cohesive manner throughout the Project. No businesses from outside of the Project area shall be included on the signage. The final locations and architectural design of the approved signs may vary depending on the final layout of the Project and shall be determined by the Developer. So long as the maximum size and number of approved signs does not differ materially from those depicted in the Signage Exhibits such signs shall be deemed as approved by planning.

Wall signs: The maximum horizontal length of any tenant wall sign within the commercial use areas shall not exceed 80% of the width of the such tenant's usable storefront. Except for the foregoing, walls signs shall be allowed within the Project without limitation to the number, size or location of such wall signs.

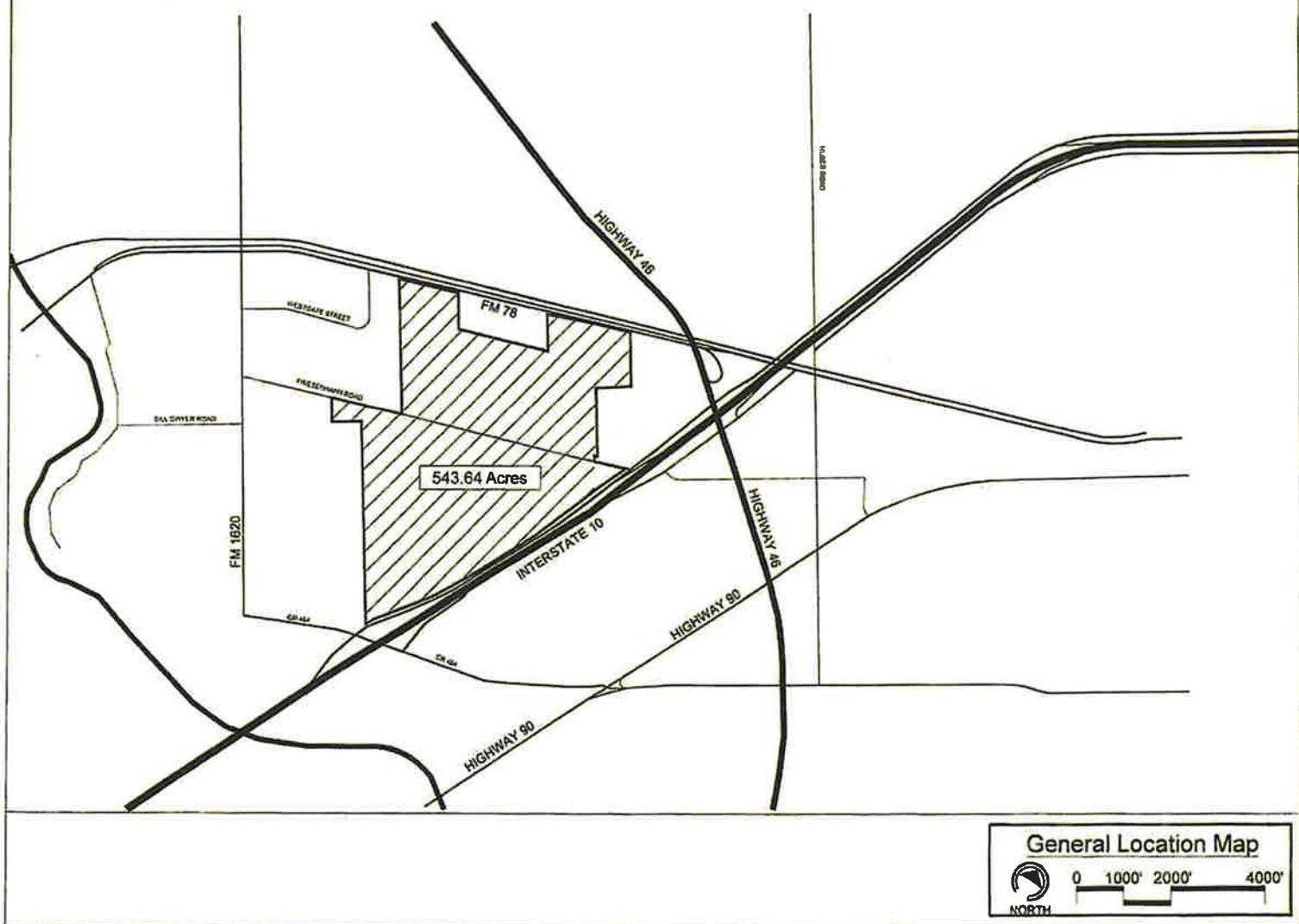
National Chain Signs: A National chain is defined as a retail business which operates 25 or more units under the same trade name. The standard signs and logos of a National Chain, including but not limited to marquee signs, projecting signs, wall signs and roof signs, shall be permitted so long as such signs and logos do not utilize flashing, moving or audible lights or appurtenances.

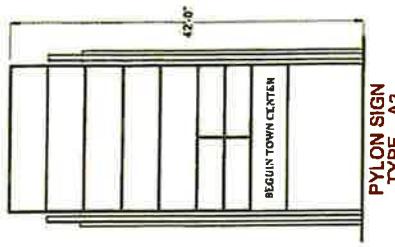
Expiration of General Land Use Plan

If no construction has commenced within five years from the approval of the GLUP, the GLUP will expire.

SEGUIN TOWN CENTER
GLUP LOCATION MAP

EXHIBIT A





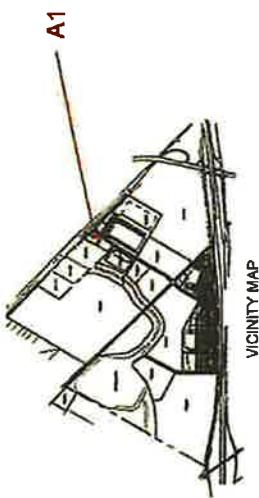
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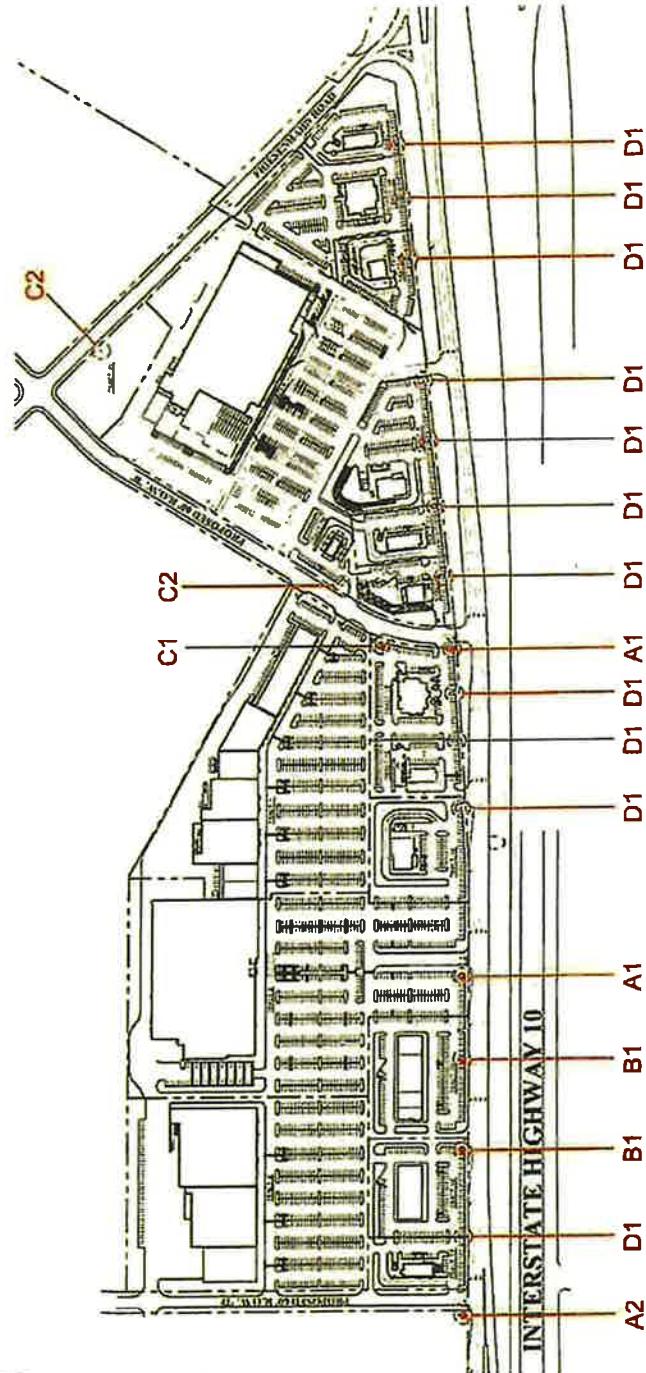
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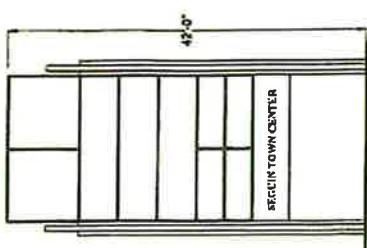
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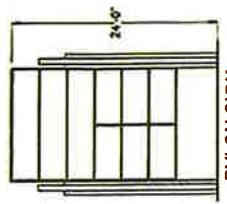
VICINITY MAP



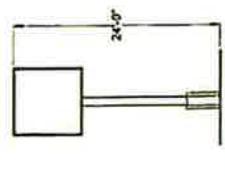
EXHIBIT



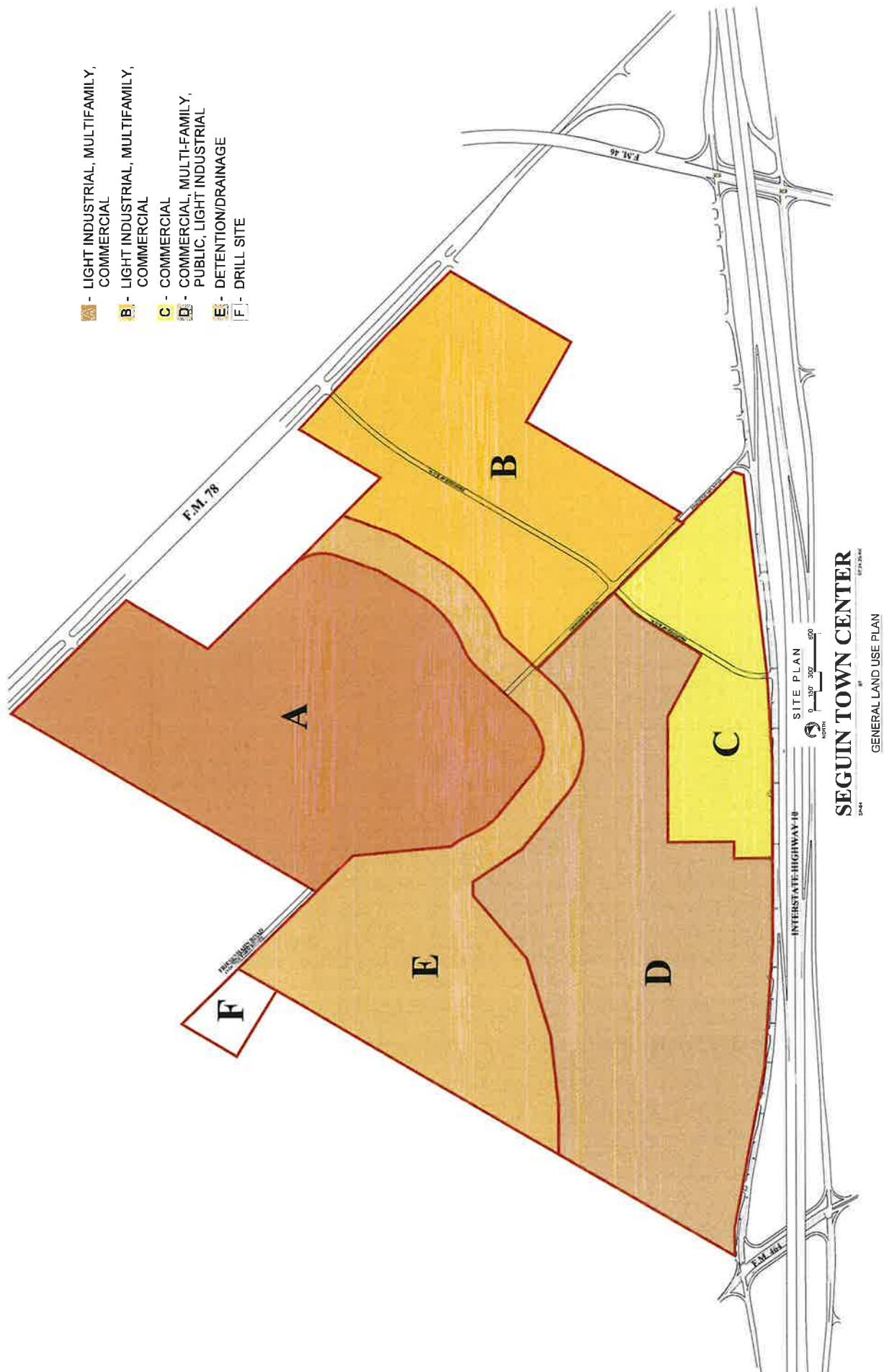
PYLON SIGN TYPE A1



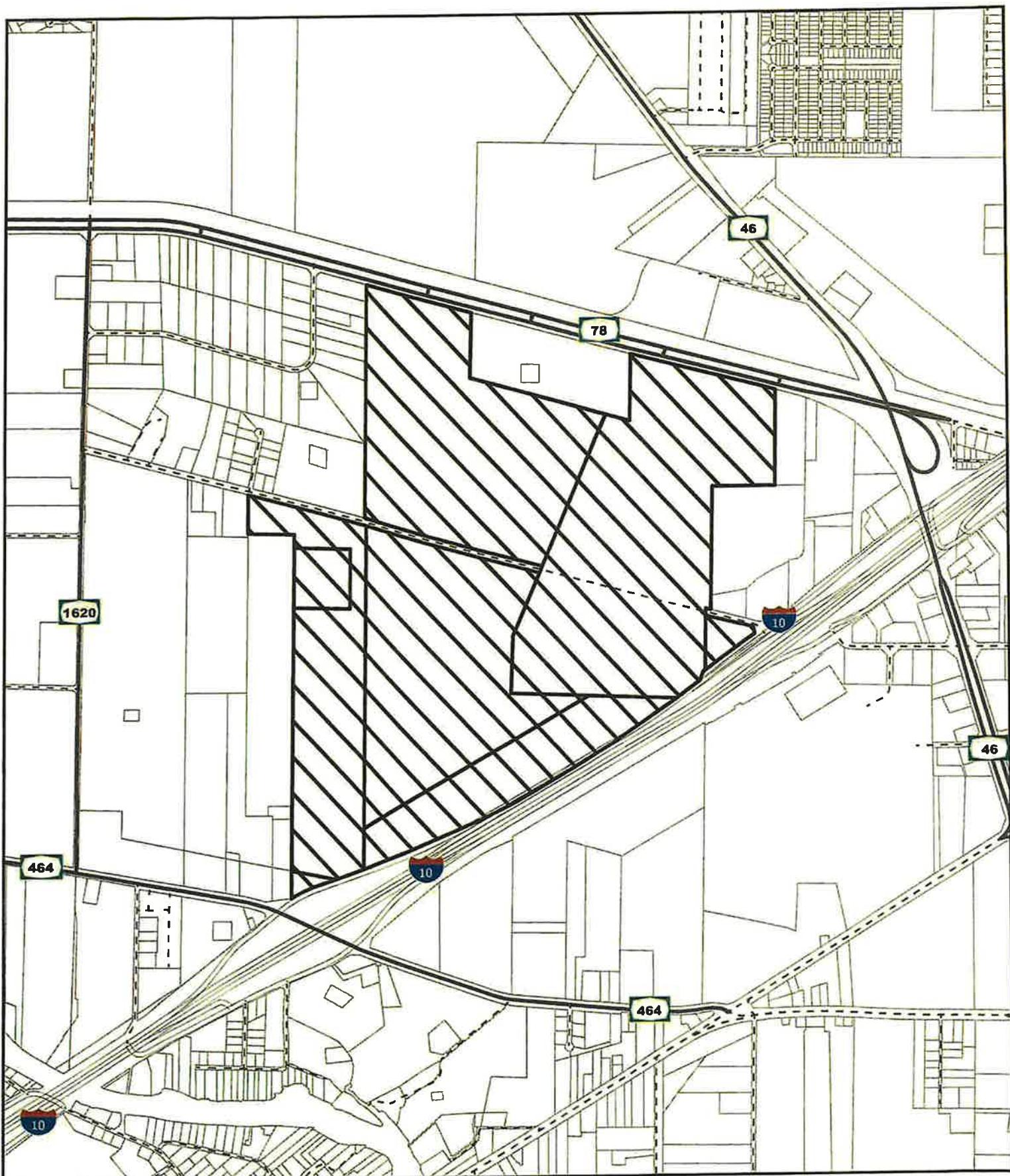
**PYLON SIGN
TYPE - B1**



**PAD POLE SIGN
TYPE - D1**

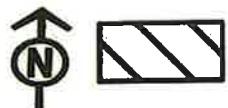


LOCATION MAP



GLUP 01-25 W. IH-10 and F.M. 78

This map is for information purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The City of Seguin assumes no liability for errors on this map or use of this information.

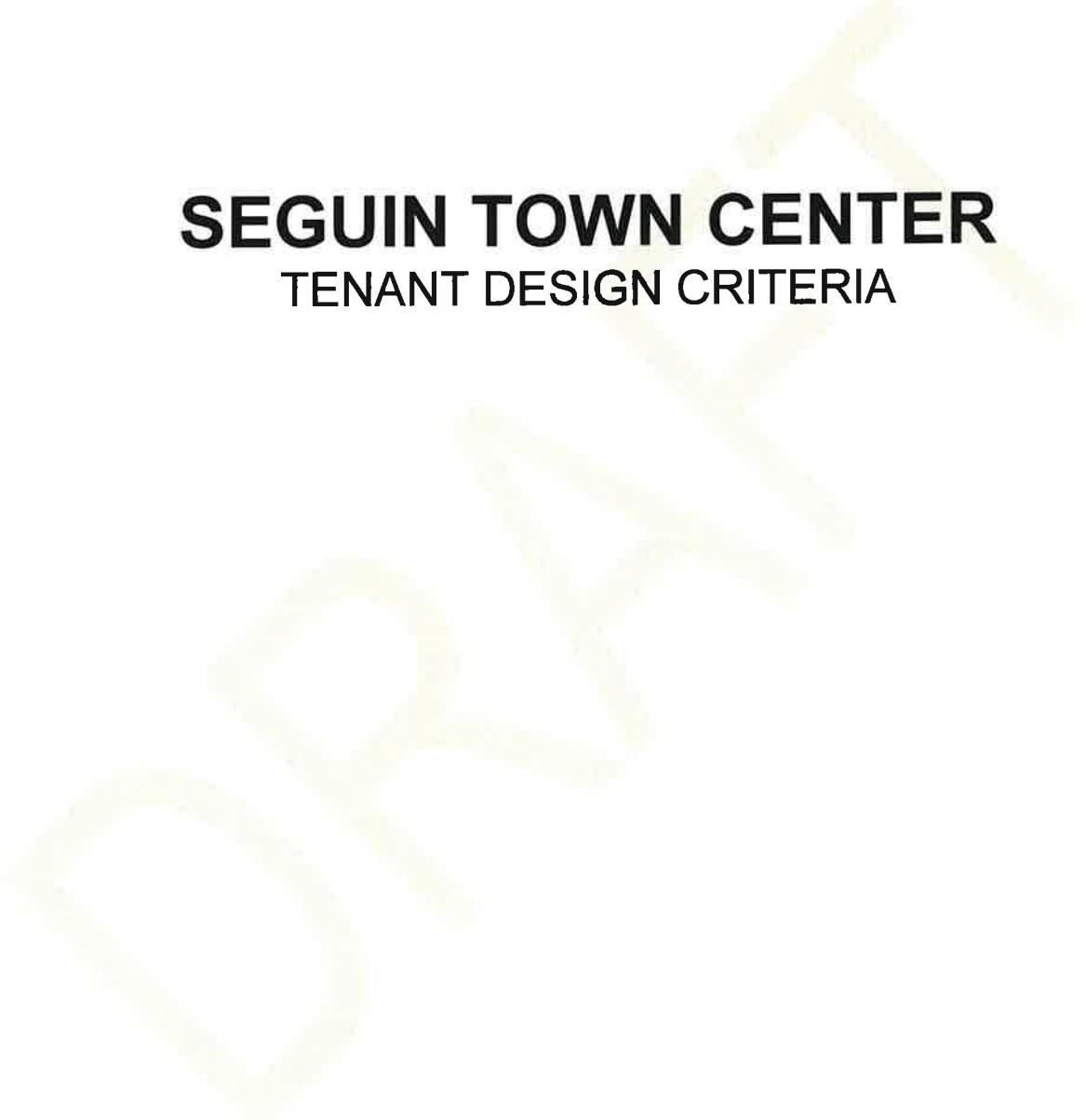


Site

0 737.5 1,475 2,950 Feet

Printed : 8/18/2025

Exhibit C
Design Standards



SEGUIN TOWN CENTER

TENANT DESIGN CRITERIA

Proposed Exterior Materials

Architectural Panels: Nichiha, VintageWood – Cedar
Nichiha, Illumination - 1008-4 Gray By Me
Nichiha, Illumination - Fog

Decorative Tile: Decorative Tile: TBD

Cast Stone: Siteworks - Natural

Prefinished Metal: M-1: Berridge, Zinc-Cote
M-2: Berridge, Natural White
Corrugated Metal Panel: Berridge, Zinc-Cote
Site Light Poles & Fixtures: Graphite Textured

Awning/Canopy: AVADEK, Color: Berridge, Zinc-Cote

EIFS / Paint Colors: P-1: PPG15-05 – Macaroon Cream (LRV 83)
P-2: PPG15-26 – Toasted Almond (LRV 61)
P-3: PPG1024-3 – Crushed Silk (LRV 63)
P-4: PPG15-25 – Stonington (LRV 50)
P-5: PPG15-30 – Roasted Chestnut (LRV 27)

Storefront Framing: Clear Anodized Aluminum

Glazing: Clear Glass

Site Pavement and Graphics Striping

PART 1 – General

1.1 Work Included

- A. Paving striping and graphic paint.
- B. The requirements of this section are in addition to the requirements of the General Conditions, Supplementary Conditions, and Division 1 of these Specifications.

PART 2 – Products

2.1 Striping and Graphic Paint

- A. Type: PPG "Traffic and Zone Marking Paint 11-5 (50.4% solids by volume), color directly on new pavement to be selected by Architect, unless indicated on the drawings.
 - 1. This paint is formulated for application on concrete pavement and asphaltic concrete pavements.
- B. Color
 - 1. Stripping - White.
 - 2. Accessible parking - White.
 - 3. Fire lane markings - Red
 - 4. Concrete bases of site lighting poles - Rubbed concrete finish.

PART 3 – Execution

3.1 Striping and Graphic Symbols Directly on New Pavement

- A. DO NOT begin striping until pavement surface has been accepted by the Architect.
- B. Mark off pavement surface with 4" white lines, length and other dimensions as shown on the drawings.
 - 1. Paint the thickness required for two coat application. Third coat will be required if complete coverage is not obtained.
 - 2. Apply to cleaned and dry surfaces.
 - 3. Lines shall be straight and uniform with sharp, clean edges.

Landscape Guidelines

In addition to city or county required landscape guidelines, the project site should maximize the amount landscape areas to limit large expanses of concrete paving. Landscaping should consist of a combination of sodded turf areas and shrub and ground cover bed areas. Large expanses of mulch or bed areas without substantial shrub or ground cover plantings are unacceptable. Ground cover consisting of crushed or decomposed granite, gravel, cobblestone, ornamental glass and lava rock cannot comprise more than 50% of landscape beds.

Plant material species should be carefully coordinated within the project site and the number of different species utilized should be kept to a minimum to avoid a chaotic effect. While lines of shrubbery placed along and parallel to building foundations may be appropriate in particular instances, landscape beds that provide interesting variations in line, color, balance, and texture are highly encouraged. Trees should be used generously throughout the project site to create project identity and provide shade.

Landscape plans shall conform to the established drainage pattern, shall cause water to drain away from the foundation of buildings, and shall prevent water from flowing under or ponding near or against the building foundation. Water shall flow fully over walkways, sidewalks or driveways into established drainage patterns. Obstruction of surface flows resulting in a backup of water onto any lot or tract is strictly prohibited.

Plant List

PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	SHRUBS
TREES				
	<i>Cercis canadensis texensis</i>	Texas Redbud	8' Ht.	Agave americana
	<i>Chilopsis linearis</i>	Desert Willow 'Bubba'	8' Ht.	Agave ovatifolia
	<i>Ixora vomitoria 'Pride of Houston'</i>	Pride of Houston Yaupon Holly	8' Ht.	Agave parryi truncata
	<i>Ixora x attenuata 'Eagleston'</i>	Eagleston Holly	8' Ht.	Agave x 'Blue Glow'
	<i>Lagerstroemia indica 'Sioux'</i>	Sioux Crepe Myrtle	8' Ht.	Coloneaster glaucophyllus
	<i>Quercus macrocarpa</i>	Burr Oak	3' Cal.	Dasylinon texanum
	<i>Quercus polymorpha 'Monterey'</i>	Monterey Oak	3' Cal.	Hesperomeles pinnifolia
	<i>Quercus texana</i>	Texas Red Oak	3' Cal.	Ixora vomitoria 'Nana'
	<i>Quercus virginiana</i>	Live Oak	3' Cal.	Juniperus chinensis 'Parsoni'
	<i>Sophora secundiflora</i>	Texas Mountain Laurel	8' Ht.	Juniperus chinensis 'Sea Green'
	<i>Ulmus crassifolia</i>	Cedar Elm	3' Cal.	Juniperus horizontalis 'Blue Rug'

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
	Smooth decorative cobble
	3"-6" River Wash Gravel Spread as top dressing over planting or as ground cover
	Compacted 4"-6" depth over filter fabric w/ edging 1" and smaller aggregate
	Texas Moss Rock 2-1 ton 4 Man size 1,000-2,000lbs 36"-48"
	2 Man size 700-1,000lbs 18"-36"
	1 Man size Up to 200lbs 12"-18"
BEFM 1:1 slope	

SYMBOL	DESCRIPTION
	<i>Lantana species</i>
	<i>Sutetaria suffruticosa</i>
	<i>Verbena canadensis 'Homestead Purple'</i>

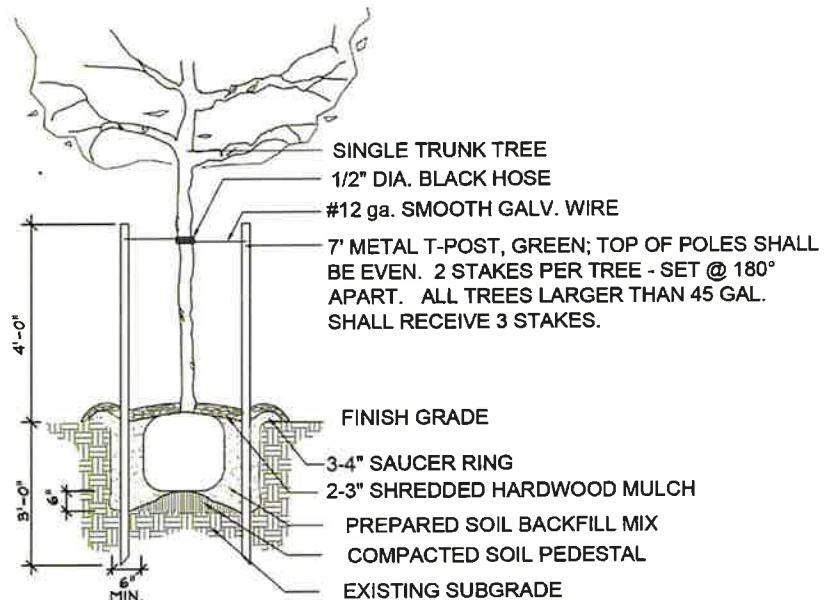
IRRIGATION NOTES

1. ALL PLANTINGS SHOULD PUSH TOWARD XERISCAPING AND ANY IRRIGATION SYSTEM'S GOAL SHOULD BE TO REDUCE WATER USE AND BE INDEPENDENT FROM SUPPLEMENTAL WATERING WITHIN 3 YEARS.
2. ALL TREES TO BE IRRIGATED WITH TREE BUBBLERS, DEEP ROOT WATERING SYSTEM, OR DRIP TUBE RINGS.
3. ALL SHRUBS TO BE IRRIGATED WITH A DRIP OR MICRO SYSTEM.

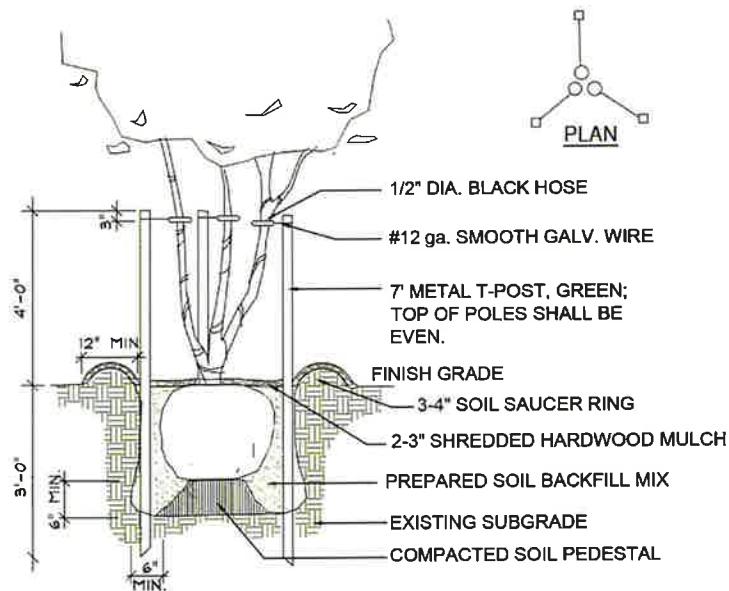
GROUND COVERS

	<i>Lantana species</i>	Lantana	1 gal.
	<i>Sutetaria suffruticosa</i>	Pink Skullcap	1 gal
	<i>Verbena canadensis 'Homestead Purple'</i>	Homestead Purple Verbena	1 gal.

Landscape Details

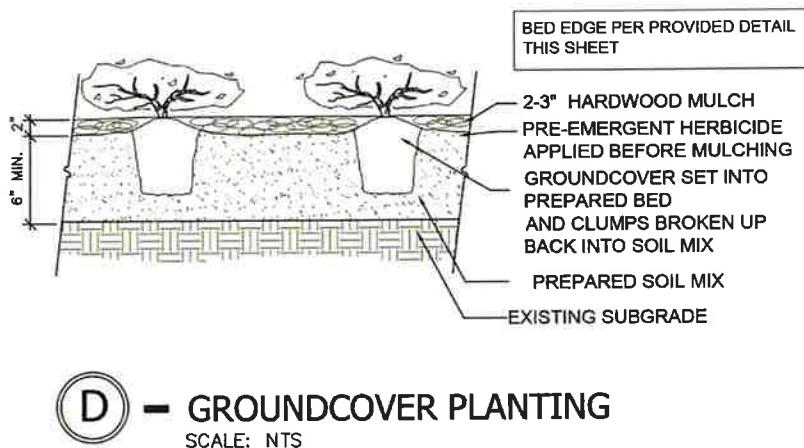
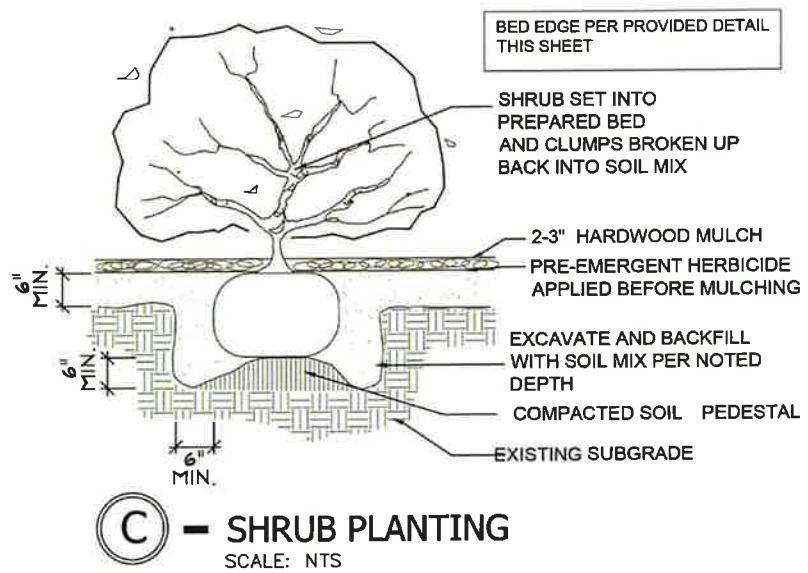


A - TREE PLANTING
SCALE: NTS

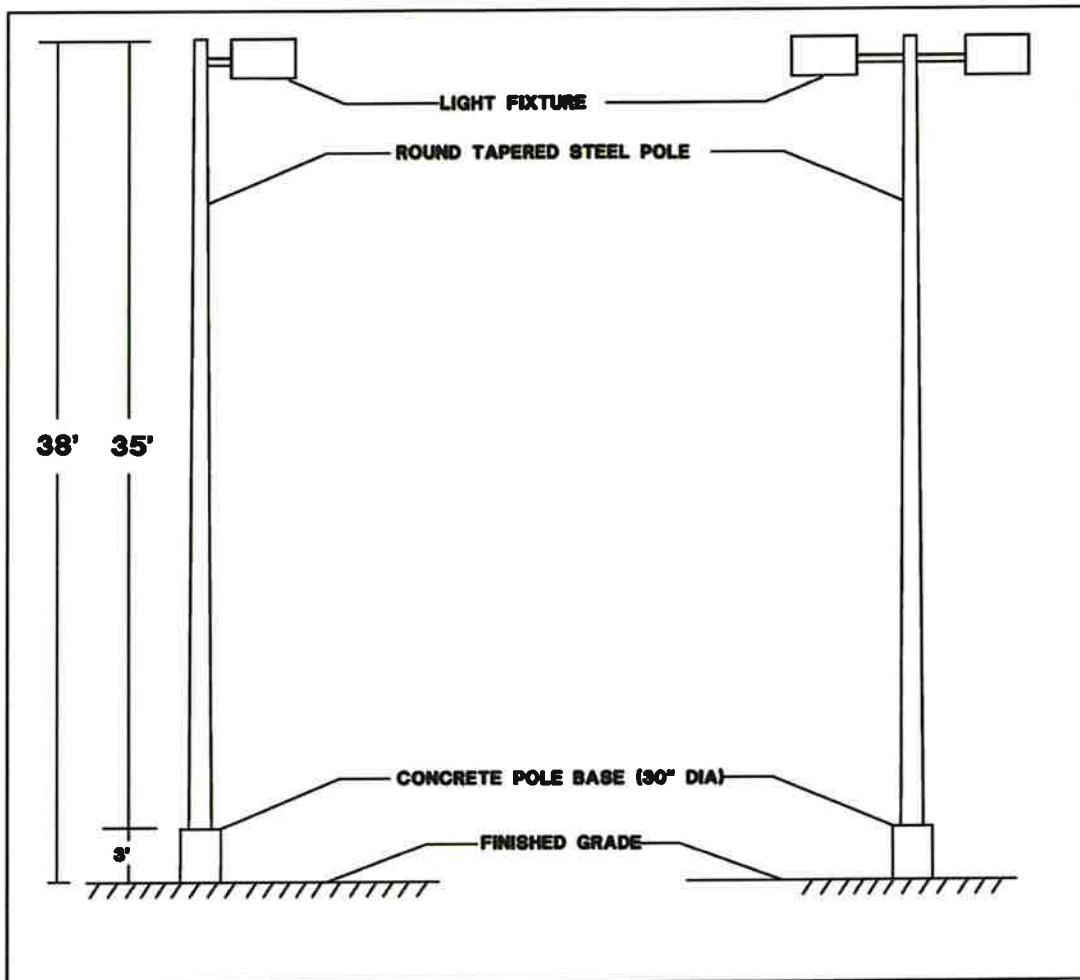


B - MULTI-STEM TREE PLANTING
SCALE: NTS

Landscape Details

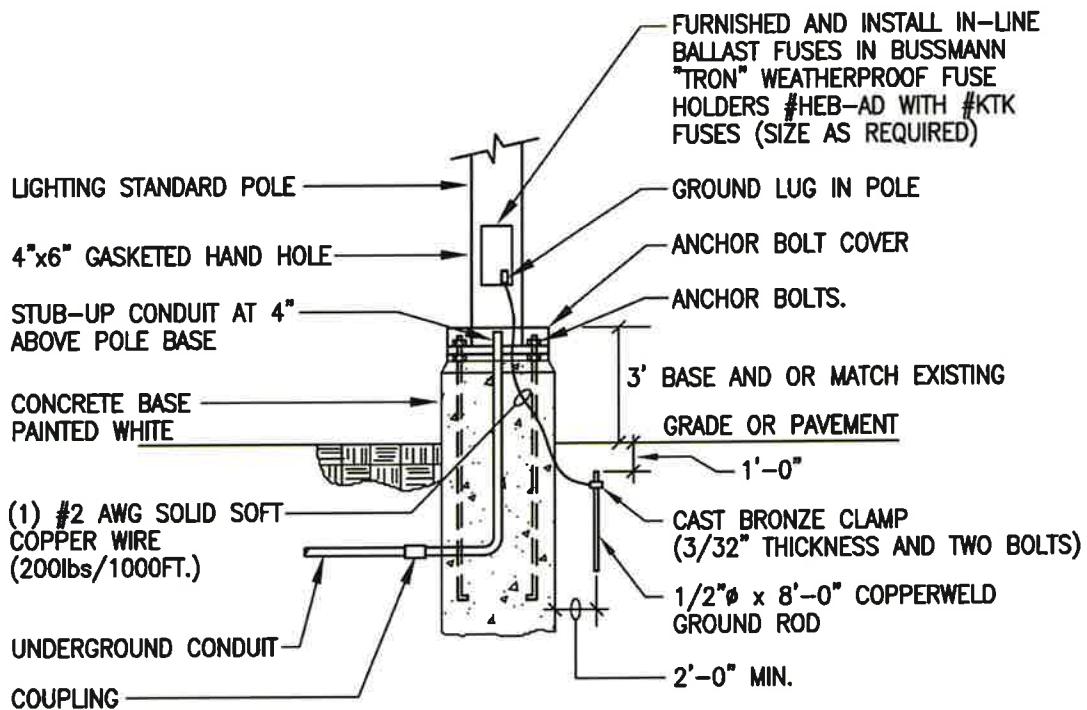


Site Lighting and Pole Base Detail



1 SITE LIGHTING DETAIL-TYPE 'OA' FIXTURES
SCALE: NOT TO SCALE

Site Lighting and Pole Base Detail



NOTE:
REFER TO ARCHITECTURAL/ STRUCTURAL DRAWINGS FOR CONCRETE WORK.

2

POLE BASE DETAIL

SCALE: none

Site Lighting Fixture Schedule & Photometric Requirements

PARKING LOT LIGHT FIXTURE SCHEDULE						
TYPE	MANUFACTURER	NUMBER OF FIXTURES PER POLE	LAMPS		VOLTS	POLE MODEL NO./REMARKS
			NO.	TYPE		
OA	GARDCO #HPV23-2-5XVF-1000PSMH-480-CC FLAT LENS CC=CUSTOM COLOR=CHAMPAGNE	2	2	1000 WATT CLR-PSMH	480	GARDCO #07TRS-35-11-D2-CC

NOTES:

1. PROVIDE FUSED PROTECTION IN ALL POLE BASES.
2. POLE SHALL BE DESIGNED TO WITHSTAND 90 MPH WINDS WITH A GUST FACTOR OF 1.3.
3. SEE POLE BASE DETAIL THIS SHEET.
4. PROVIDE ALL REQUIRED MOUNTING BRACKETS FOR COMPLETE INSTALLATION OF POLES AND FIXTURES.
5. CC=CUSTOM COLOR=CHAMPAGNE

Lighting levels for the site should meet the following requirements:

- Average lighting level in parking areas of 3 to 5FC
- Max/Min ratio NOT TO EXCEED 10:1 in parking areas

* Because site/tenant's specific requirements or local ordinances and regulations may vary, landlord will review any deviation from above requirements

Exhibit D
Estimated Wastewater Flows
(& Total Anticipated LUEs)

Exhibit F
Sewer Impact Fees

CITY OF SEGUIN CAPITAL COST RECOVERY (IMPACT) FEES

Including Seguin-Schertz Local Government Corporation Fees (SSLGC)

All Water Connections include the Seguin Water Impact Fee and the SSLGC Impact Fee.

TABLE 1

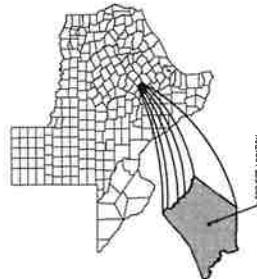
For unplatted properties; properties platted before June 16, 1990; and properties platted on/after September 29, 2023					
Meter Type	Water Meter Size	LUE's	Water	Sewer	SSLGC
Displacement	5/8" x 3/4"	1	\$ 7,308.00	\$ 9,250.00	\$ 354.54
Displacement	1"	2.7	\$ 19,732	\$ 24,975.00	\$ 957.26
Displacement	1 1/2"	3.3	\$ 24,116	\$ 30,525.00	\$ 1,169.98
Compound	2"	10.7	\$ 78,196	\$ 98,975.00	\$ 3,793.58
Turbine	2"	10.7	\$ 78,196	\$ 98,975.00	\$ 3,793.58
Compound	3"	21.3	\$ 155,660	\$ 197,025.00	\$ 7,551.70
Turbine	3"	23.3	\$ 170,276	\$ 215,525.00	\$ 8,260.78
Compound	4"	33.3	\$ 243,356	\$ 308,025.00	\$ 11,806.18
Turbine	4"	42	\$ 306,936	\$ 388,500.00	\$ 14,890.68
Compound	6"	66.7	\$ 487,444	\$ 616,975.00	\$ 23,647.82
Turbine	6"	93.3	\$ 681,836	\$ 863,025.00	\$ 33,078.58
Compound	8"	106.7	\$ 779,764	\$ 986,975.00	\$ 37,829.42
Turbine	8"	160	\$ 1,169,280	\$ 1,480,000.00	\$ 56,726.40
Compound	10"	153	\$ 1,120,316	\$ 1,418,025.00	\$ 54,350.98
Turbine	10"	253	\$ 1,851,116	\$ 2,343,025.00	\$ 89,804.98
Turbine	12"	333	\$ 2,435,756	\$ 3,083,025.00	\$ 118,168.18

Exhibit G
Master Stormwater Management Plan

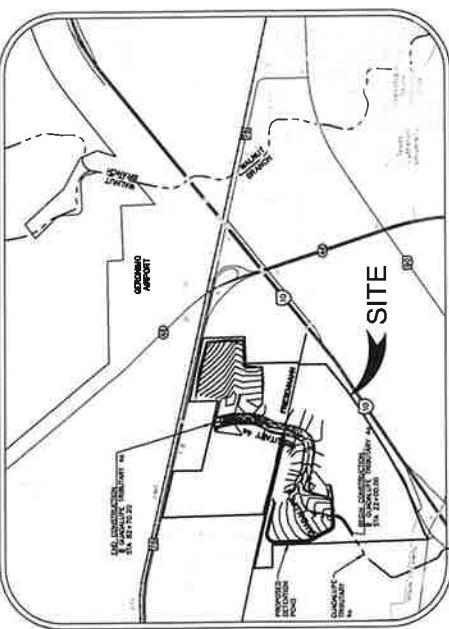
SEGUIN COMMERCE CENTER PLANS OF PROPOSED DRAINAGE IMPROVEMENTS GUADALUPE COUNTY, TEXAS

CHANNEL 6070 FT = 1.15 MI
DETENTION POND 71 ACRES
NO STATION EQUATIONS
LAT: 29°34'42.01" N
LONG: 98°0'44.75" W

LOCATION MAP



GUADALUPE COUNTY, TX



VICINITY MAP
N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
C0.00	TITLE SHEET DRAINAGE AREA MAP ALIGNMENT REPORT
C1.00	PROPOSED TYPICAL SECTIONS - 1
C2.00	PROPOSED PROFILE INDEX
C2.01	PLAN & PROFILE STA. 22+00.00 - 39+00.00
C3.00	PLAN & PROFILE STA. 39+00.00 - 51+00.00
C3.01	PLAN & PROFILE STA. 51+00.00 - 61+00.00
C3.02	PLAN & PROFILE STA. 61+00.00 - 72+00.00
C3.03	DETENTION POND GRADING PLAN
C3.04	DETENTION POND GRADING CROSS SECTION
C3.05	SWAP DETAILS
C4.00	
C5.00	
C5.01	

APPROVED FOR CONSTRUCTION

APPROVED FOR CONSTRUCTION
SEGUIN
04/14/2023

CITY OF SEGUNIN
DATE



NOTE
CONTRACTOR SHALL PROVIDE COPIES TO ENGINEER AND CITY
OF SEGUIN OF GEOTECHNICAL TEST RESULTS DEMONSTRATING
COMPLIANCE WITH THE GEOTECHNICAL REQUIREMENTS.

PROJECT DESCRIPTION:
FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS
CHANNELIZING, GRADING, DETENTION POND,
AND EROSION CONTROL.

DEC
ENGINEERING
EXCELLENCE
T.B.P.E. FIRM REGISTRATION #F-15807
415 EMBASSY OAKS, SUITE 102 SAN ANTONIO, TEXAS 78216 (210) 249-2280

JULY 25, 2022

STAMM, CONNELL, COHEN
WILLIAMS, LTD.
Austin, Texas

DECI ENGINEERING
EXCELLENCE
ENGINEERING COMPANY, SAN ANTONIO, LTD.
415 EMBASSY OAKS, SUITE 102 SAN ANTONIO, TEXAS 78216 (210) 249-2280

TITLE SHEET