

(2) Within 30 days of Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are 50% complete, the EST Parties will deposit an additional 25% of their respective portions of the EST Design Costs with Kyle 150.

(3) Within 30 days of the Kyle 150's delivery of written notice to the EST Parties that the EST Design Plans are complete, and have been approved by the City and any other governmental entities with jurisdiction over the construction of the EST Project, the EST Parties will deposit the final 50% of their respective portion of the EST Design Costs with Kyle 150.

(4) Kyle 150 shall use the EST Design Costs payments solely for the purpose of paying the consultant for designing the EST Project.

(5) If a EST Party fails to pay any installment of the EST Design Costs when due, Kyle 150 will deliver written notice to the EST Party of such failure and, if the EST Party does not deliver that installment of the EST Design Costs within 30 days of the date of the City's notice, the City may withhold further development approvals until the installment in question is delivered to the City.

2.05. Bidding the EST Project. Atwell, LLC will serve as the EST Project Engineer for the EST Project. The EST Project Engineer will advertise the EST Project for bid in the name of Kyle 150 on behalf of Anthem MUD in accordance with the legal requirements applicable to municipal utility districts including Chapters 49 and 54, *Texas Water Code*, and in accordance with the legal requirements applicable to the City including Local Government Code Chapter 252, based on the design, plans and specifications approved by the City. The bid advertisement or notice must be published within a time frame that allows for construction of the EST Project to commence by March 1, 2021.

(a) The EST Project Engineer will provide the City engineer and the City's purchasing agent with: (i) prior written notice of the dates for publication of the notice to bidders and the opening of the bids received in response to the notice; and (ii) a copy of the published bid notice.

(b) The bid documents will specifically include notice to the bidders of the requirement to submit a primary bid proposal for an 800,000 gallon elevated storage tank; the requirement to submit an alternative bid proposal for a 1,000,000 gallon elevated storage tank; the EST Project Schedule, including any liquidated damages imposed for non-compliance with the EST Project Schedule; and the requirement that the EST Parties will be jointly funding the cost of the EST Project as provided in this Agreement. The bid documents will also require that the bid prices for the EST Project be separately itemized. Should the City elect to oversize the Anthem Elevated Storage Tank, the City's cost share would be the incremental difference between the two bids.

(c) The EST Project Engineer will coordinate the receipt and opening of the bids, will provide a copy of the bids and bid tabulation to the EST Parties, City engineer and the City's purchasing agent for review, and will recommend, with the concurrence of

the City engineer, awarding the contract or contracts for the EST Project to the lowest responsible bidder or bidders.

(d) The City will notify the Project Engineer within thirty days of the date of the bid opening of the City's election to participate in the oversizing of the EST Project, and in such event, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of a 1 million gallon Anthem Elevated Storage Tank with the selected bidder. If the City declines to oversize the elevated storage tank, Kyle 150, LP on behalf of Anthem MUD shall enter into a contract for the construction of an 800,000 gallon Anthem Elevated Storage Tank with the selected bidder instead.

2.06. Contract Terms. The construction contract(s) for the EST Project will include the following provisions:

(a) That the EST Parties will each pay a share of the costs under the contract based on the Participation Percentages described in **Exhibit E** of this Agreement;

(b) That the contractor will comply with the requirements of Section 1.05(d) related to insurance;

(c) That a minimum of ten percent (10%) retainage shall be withheld from each payment made to the contractor; and

(d) That the contractor will be liable for all damage or injury to persons or property directly resulting from the activities of the contractor, and contractor's employees, agents, and subcontractors, in coming upon or performing work on the EST Project site;

(e) That the contractor will indemnify the EST Parties from any liability arising out of claims arising due to contractor's activities within the Anthem Elevated Storage Tank work site.

2.07. Initial/Supplemental Construction Deposits, Refunds. Within 15 days of the EST Project Engineer's delivery of notice of the recommended contract award(s), which will be accompanied by an updated budget based on the approved bid price(s), each EST Party will deliver to the City funds in the amount of 110% of its Participation Percentage of the revised cost of the EST Project as shown on the updated budget to secure its obligation to make payment when due under the construction contract(s) for the EST Project (the "*Construction Deposit*"). The Construction Deposit will be held by the City in a separate account, in trust for the EST Parties, and will be used solely to pay sums coming due under the EST Construction Contract. After construction of the EST is complete and the City has inspected and accepted the EST, the EST Project Engineer and the City shall work together to determine a final accounting of the EST Project. The final accounting shall be delivered to the EST Parties and the City will refund any funds remaining in the Construction Deposit to the EST Parties, based upon the pro rata contributions of the EST Parties and participant percentages included in Exhibit "E".

To the extent the Project Engineer determines that the anticipated costs of the EST Project have exceeded or will exceed the funds in the Construction Deposit, the Project Engineer will estimate the pro rata share of each EST Party relating to the cost

overruns. After approval of the estimated cost overruns by the City, the Project Engineer will provide notice to each EST Party and each EST Party will deliver to the City funds in the amount of its Participation Percentage of the estimated cost overruns within 30 days.

2.08. Insurance and Payment and Performance Bonds. The contractor(s) for the EST Project will be required to post payment and performance bonds with the City in the contract amount, and to carry commercial general liability insurance written on a "per-occurrence" basis in a minimum amount of \$1,000,000 combined single limit per occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate, Kyle 150, LP and Anthem MUD will be named as additional insureds or beneficiaries, as appropriate, of such insurance and bonds. If the insurance of the contractor(s) for the EST Project is cancelled, the contractor will be required to promptly notify the EST Parties and the City and to obtain and provide proof of replacement insurance, meeting the requirements specified above, prior to continuing its work within the EST Project site.

2.09. Contract Execution. The EST Project Engineer will execute the construction contract for the EST Project and, upon execution, will promptly deliver a copy of the contract to the EST Parties. Each construction contract will provide that the City (or its designee) will have the right, but not the obligation, to assume the construction contract and to complete the EST Project in the event of a default by the EST Parties under this Agreement, including a failure by Kyle 150 to commence, pursue or complete the construction of the EST Project in accordance with the EST Project Schedule, as provided in **Exhibit F** of this agreement.

2.10. Construction Reports, Pay Applications, Change Orders.

(a) The EST Project will be constructed in strict conformity with the approved plans, in a good and workmanlike manner, and all material used in such construction will be substantially free from defects and fit for its intended purpose. The EST Project Engineer will inspect the construction and provide the Parties with monthly construction status reports.

(b) The EST Project Engineer will monitor and confirm the percentage of completion of the EST Project existing from time to time and deliver written notice to the EST Parties of the percentage of completion and any corresponding percentage payment to be made by the City pursuant to Article II of this agreement.

(c) The EST Project Engineer shall receive all pay applications from the contractor relating to the EST Project ("*EST Pay Applications*"). In order to obtain any progress payment payable to the contractor, Kyle 150 must:

(1) cause the Project Engineer to prepare a statement of the percentage of construction of the EST Project completed to the date of the Contractor's Pay Application (the "*EST Completion Percentage*") and state that the pay application has been approved by the Project Engineer and Kyle 150 (the "*Approved EST Pay Application*");

(2) obtain the EST Project Engineer's certification of the amount of the Approved Pay Application attributable to each of the EST Parties and payable from the Construction Deposit and the portion of the contract price remaining that is attributable to each EST Party (the "*EST Certification*"); and

(3) obtain an affidavit signed by the contractor, in the form of a conditional waiver and release of lien upon progress payment, including affirmation of payment of all subcontractors and vendors supplying labor and or materials for the Project ("*EST Waiver and Release*").

The Approved EST Pay Application, the EST Certification, and the EST Waiver and Release shall be delivered to the Parties no later than 20 days after delivery of a Pay Application. Pay Applications may not be submitted more frequently than monthly.

(d) Within 30 days of the receipt of the Approved EST Pay Application, Certification and Waiver and Release, the City shall release payment from the Construction Deposit, less retainage, unless a Party has timely and properly objected to an EST Pay Application. The City shall promptly and timely pay all outstanding amounts for Approved EST Pay Applications, including the pro rata share of Kyle 150.

(e) A EST Party may dispute a EST Pay Application by giving written notice to the City, and the EST Project Engineer of the amount of the EST Pay Application disputed and the specific basis for the dispute within 15 days of receipt of the EST Pay Application; provided that a dispute will only be permitted if any of the EST Parties, in good faith, allege that the work covered by the EST Pay Application has not been completed in accordance with the applicable construction contract or if there is a default by the contractor under the construction contract in question, and any of the EST Parties shall pay any amount that is not in dispute.

(f) The EST Parties shall cooperate to resolve any dispute permitted under this Section promptly in order to avoid a default under the construction contract or this Agreement.

(g) Any change orders over \$50,000 or that increases the overall project cost by \$50,000 will be subject to approval by the City before work contemplated by the change order begins unless the change order is required by an emergency. The City will not unreasonably condition, withhold or delay its approval of any proposed change order. If any change order changes the contract price, the EST Project Engineer will promptly update the budget and provide a copy of the update to the City, Anthem MUD and Kyle 150. Anything to the contrary contained in this Subsection notwithstanding, the City's share of the original contract price under any construction contract for the EST Project may not be increased by change orders by more than 25% without City Council Approval.

2.11. Completion. Upon final City inspection and approval, Anthem MUD or Kyle 150 on behalf of Anthem MUD will convey the EST Project to the City and will also assign all contract rights, warranties, guarantees, assurances of performance, and bonds related to the EST Project to the City, including any maintenance bonds required by the City at the time of acceptance.

2.12. Default and Termination.

(a) If Kyle 150 defaults under Article II of this Agreement, the City will have the right, but not obligation, to assume the construction contract or contracts for the EST Project and proceed with the construction of the EST Project in accordance with the EST Project Schedule. In such case, the City will have the right to utilize the Construction Deposit to complete the EST Project. Kyle 150, or the remaining Parties if applicable, will be in default under this Agreement upon the occurrence of one or more of the following events (an "Event of Default"):

(1) Kyle 150 causes the EST Project to fail to commence or complete design; commence, diligently pursue or complete construction or to achieve completion in accordance with the EST Project Schedule and fails to cure such failure within 15 days of receipt of written notice from the City to do so; or

(2) An EST Party fails to post a Construction Deposit when required under this Agreement and fails to cure such failure within five days of receipt of written notice from the City to do so; or

(3) An EST Party fails to perform any other obligation under this Agreement in the time and manner specified by this Agreement and fails to cure such failure within 15 days of receipt of written notice from the City to do so.

(b) At any time following an Event of Default, the City may notify the EST Parties that the City intends to assume and perform Kyle 150's outstanding obligations under this Agreement for construction of the EST Project. If the City gives notice that the City intends to perform Kyle 150's outstanding obligations under this Agreement for the construction of the EST Project following an Event of Default, then the City may assume the construction contract or contract(s) and use the Construction Deposit to pay for the costs of construction of the Project (the "*Performance Rights*"). The City will further have the right to assign its Performance Rights to an owner or purchaser of land in the area that is intended to receive service through the Project (the "*Service Area*").

(c) If the City does not elect to exercise its Performance Rights, the City agrees that it will, upon the request of an EST Party or an assignee of an EST Party that is an owner or purchaser of land in the Service Area, assign its Performance Rights to the requesting EST Party or assignee of an EST Party. In such event, the assignee will assume the City's Performance Rights and the EST Parties agree that the assignee may assume the construction contract or contracts for and with respect to the design, permitting and construction of the EST Project and will have the right to make applications to the City for and to receive funding from the Construction Deposit held by the City, as provided in Section 2.07, to make payments as contemplated in Section 2.10.

Article III. Provision of Water Services

3.01 Service Commitment.

(a) Subject to the terms and conditions of this Agreement, including the payment of all applicable fees and charges as set forth below, the City agrees to provide water service to customers within the Covey Tract, Beseda Tract and Kyle 57 Tract (the "FM 150 Properties") in a quantity set forth in **Exhibit D** for such tracts (the "Service Commitment"). The quantity of water service made available to any connection within those tracts will be determined according to meter size in accordance with the City's rules, regulations, and policies.

(b) The City's obligation to serve each of the FM 150 Properties is expressly contingent on the respective owners of their respective tracts (including successors and assigns) being compliant with their obligations under this Agreement and with City's rules, regulations, and policies.

(c) City shall have no obligation to provide water service to any portion of the FM 150 Properties until all of the following condition precedents have been satisfied:

(1) the lands to be furnished water service have received final subdivision plat approval by all governmental entities;

(2) with jurisdiction, and recorded for the phase of development within the respective tract to be furnished water service;

(3) City has received all necessary governmental approvals for the provision of services to the respective tract;

(4) the internal water facilities required to provide service the respective have been completed in accordance with plans and specifications approved by City, are operational, and have been conveyed to and accepted by City;

(5) all easements and other real property interests in the respective tract required to be conveyed to City under this Agreement have been dedicated to City; and

(6) all required fees and charges have been paid to City.

(d) Notwithstanding anything in Section 3.01(c) above to the contrary, the City hereby acknowledges and agrees that the living unit equivalents ("LUEs") of water service capacity allocated to the FM 150 Properties in the Service Commitment is hereby capacity that is reserved to the owners of such tracts and may not be allocated or committed to any other owner, property or water service customer so long as this Agreement remains and full force and effect.

3.02 Service Commitment to HMBRR. The City confirms that by satisfying its obligations under this Agreement, HMBRR shall be entitled to receive water service

from the City to the 6 Creeks Tract (in an aggregate amount not to exceed 2,100 LUEs) as contemplated under Section 4.01 of the 6 Creeks Agreement and, except for internal water infrastructure, shall not be required to finance or construct any additional facilities relating to the provision of water service to the 6 Creeks Tract.

Article IV. Miscellaneous

4.01. **Force Majeure.** For purposes of this Agreement, "Force Majeure" means acts of God, including lightning, earthquakes, fires, hurricanes, storms, or floods; pandemics or epidemics; orders of the government of the United States, the State of Texas or any other governmental authority with jurisdiction over the Project or the EST Project; delays caused by a third party utility provider, to the extent the approval or cooperation of said third party utility providers is required for the Project or the EST Project, or delays in governmental or regulatory approvals required for the Project or the EST Project beyond the time periods provided for such approvals in the Project Schedule or EST Project Schedule that are not within the control of the party claiming the inability and could not have been avoided by the exercise of due diligence. If a Party is rendered unable by Force Majeure to carry out any of its obligations under this Agreement, whether in whole or in part, then the obligations of that Party, to the extent affected by the Force Majeure, will be suspended during the continuance of the inability only and the Party in question must resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of any event of Force Majeure relied upon to suspend performance, the party whose obligations are affected must give written notice that includes the details of the Force Majeure to the other Parties. If this written notice is not given within 15 days after the alleged event of Force Majeure, then no extension of time will be allowed. The cause of the delay, as far as possible, must be remedied with all reasonable diligence.

4.02. **Future Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and assigns.

4.03. **Notices.** Any notice given under this Agreement must be in writing and may be given:

- (1) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid;
- (2) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid;
- (3) by personally delivering it to the Party; or
- (4) by facsimile or email with confirming copy sent by one of the other described methods of notice set forth above.

Notice by United States mail will be effective on the earlier of the date of receipt or three days after the date of mailing. Notice given in any other manner will be effective only when received.

For purposes of notice, the addresses of the Parties are as follows until otherwise provided:

Kyle 150:	Clark Wilson 5312 Park Hollow Lane Austin TX, 78746	Anthem MUD Winstead PC, Attn: Judy McAngus 401 Congress, Suite 2100 Austin, TX 78701
Water Return Line Users:	HMBRR Development	HMBRR Development c/o Hanna/Magee Co. Attn: Jay Hanna 1011 North Lamar Blvd. Austin, Texas 78703
Kyle 57	Milestone Community Builders, LLC Attn: Garrett Martin 9111 Jollyville Road, Suite 111 Austin, TX 78759	Kyle Mortgage Investors, LLC Attn: Linda Pastel 10800 Wilshire Blvd, Suite 2101 Los Angeles, CA 90024
David Beseda	David Beseda 2310 Portofino Ridge Austin, Texas 78735	
The Covey Fund I, LP	Attn: Brett Findley, Principal 2205 N. Lamar, Blvd, Suite 113 Austin, Texas 78705	
City of Kyle	Attn: City Manager 100 W. Center Street Kyle, Texas 78640	

4.04. **Construction.** This Agreement will be construed under and in accordance with the laws of the State of Texas and all obligations hereunder are performable in Hays County, Texas. If any of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable, that invalidity, illegality or unenforceability will not affect the remainder of this Agreement, which will continue in full force and effect.

4.05. **Enforcement.** In addition to any other remedies available at law or in equity, the provisions of this Agreement will be enforceable by action for specific performance. If either party brings suit for the breach of any covenant, condition or agreement contained herein, then, in addition to any other remedies to which a party may

otherwise be entitled, the prevailing party will be entitled to recover all reasonable attorney's fees and expenses incurred in connection with that suit.

4.06. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Project, and no oral statements or prior written agreement not specifically incorporated therein or herein will be of any force and effect. No modification of this Agreement will be binding on a party hereto unless set forth in a written document, executed by such parties or a duly authorized agent, officer or representative thereof. All of the parties have participated in the negotiation and drafting of this Agreement; therefore, in the event of any ambiguity, the provisions of this Agreement will not be construed for or against any party.

4.07. Assignment.

(a) This Agreement may be assigned by the agreement of all Parties. Any assignment will be in writing, specifically set forth the assigned rights and obligations, and be executed by the proposed assignee. Consent to any proposed assignment will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the rights and obligations of HMBRR, Kyle 57, the Covey Fund and Beseda in Article I and Article II of this Agreement may be assigned or transferred to any subsequent purchaser or owner of their respective tracts without the consent of any other Party hereto being required.

(b) If a Party assigns its rights and obligations hereunder as to a portion of property, then the rights and obligations of any assignee and the Party will be severable, and the Party will not be liable for the nonperformance of the assignee and vice versa.

4.08. Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A:	Property Map and Property Descriptions (Exhibits A-1 through A-7)
Exhibit B:	FM 150 Water Facilities Plan
Exhibit C:	FM 150 Water Facilities Project Schedule
Exhibit D:	FM 150 Water Facilities & Elevated Storage Tank Project Budget
Exhibit E:	FM 150 Water Facilities & Elevated Storage Tank Participation Percentages
Exhibit F:	EST Project Schedule
Exhibit G:	EST Project Budget


4.09. Authority for Execution. All Parties hereby certify, represent, and warrant that, to the extent applicable, the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Party.

4.10. **No Third-Party Beneficiary.** This Agreement is solely for the benefit of the Parties, and the Parties do not intend by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than Kyle 150, the District, and the Water Return Line Users.

4.11. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument.

Executed on the date or dates indicated below, to be effective as of July 16, 2020.

Anthem Municipal Utility District:

By: 

Name: Brandon Brydson

Title: President

Date: 7/3/2020

Kyle 150, LP:

By: [Signature] Kyle 150, GP, LLC
Name: Clark Wilson
Title: Manager
Date: 7-3-2020

HMBRR Inc.By: Name: Jay HannaTitle: V.P.Date: 7.8.2020

DocuSign Envelope ID: FBCBB86E-DCAA-443C-A37D-2EC6765B2BF2

Kyle 57:

By: **KYLE MORTGAGE INVESTORS, LLC**
a Colorado limited liability company

DocuSigned by:
Linda Pastel
Name: 6514602410447

Printed Name: Linda Pastel

Title: Managing Partner

Date: 7/16/2020 | 3:26 PM CDT

David Beseda:

By: 

Name: DAVID BESEDA

Title: OWNER

Date: 7/6/20

The Cove Fund I, LP:

By: Cove Fund I, LP

Name: Brett Finley

Title: Manager

Date: 7/6/2020

City of Kyle, Texas

By:

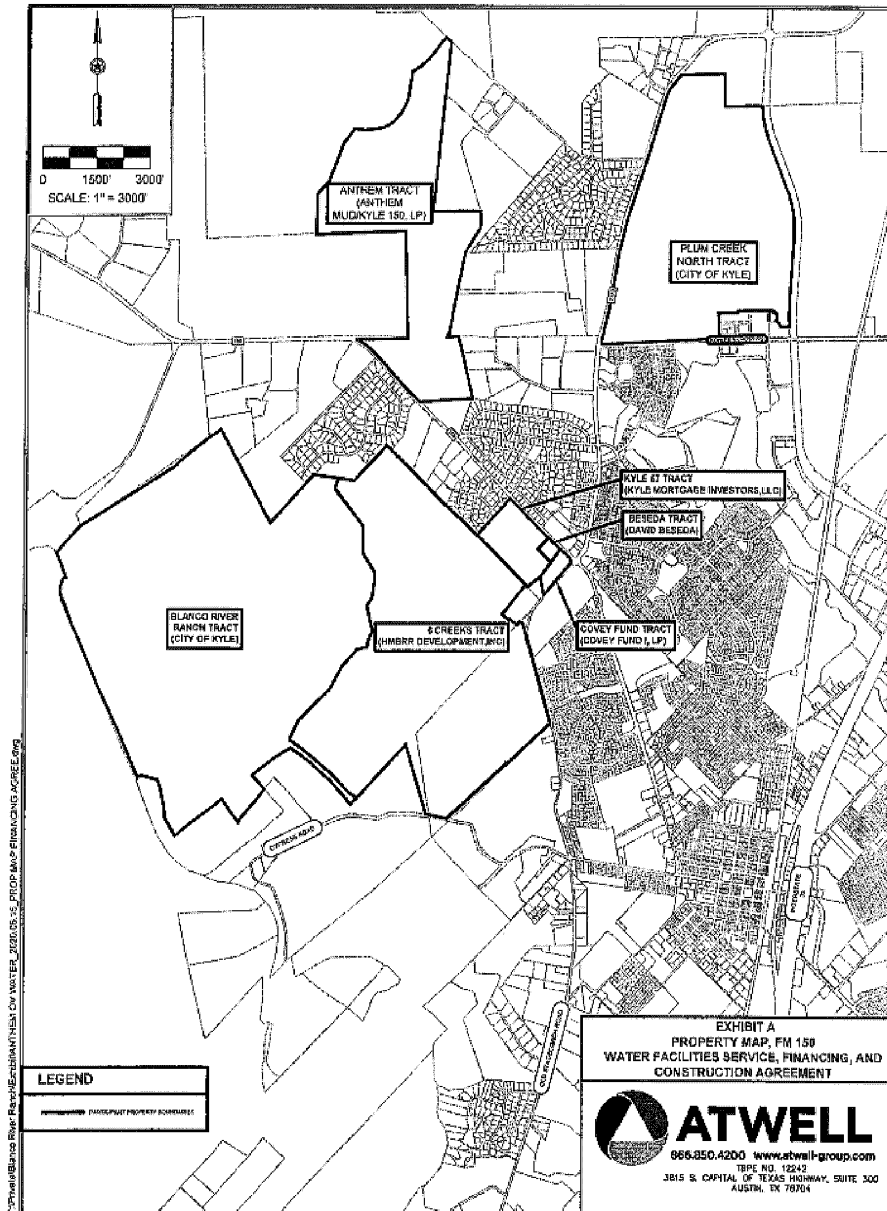


Name: Travis Mitchell

Title: Mayor

Date: 7/10/2020

EXHIBIT "A"



{W0932093.9}

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Exhibit "A-1"**"Anthem" Kyle 150, L.P.****EXHIBIT A-1
PROPERTY DESCRIPTION
412.992 ACRES**

BEING 412.992 ACRES OF LAND LOCATED IN THE ANDREW DUNN LEAGUE, ABSTRACT NO. 4, THE JOHN COOPER SURVEY NO. 13, ABSTRACT NO. 100 AND THE JESSE DAY SURVEY, ABSTRACT 152 IN HAYS COUNTY, TEXAS AND BEING A REMAINDER OF THE SAME LAND CONVEYED TO MOUNTAIN CITY-150, L.P., CALLED TRACT 1, A 599.25 ACRE TRACT AND TRACT 2 A CALLED 73.693 ACRE TRACT AS DESCRIBED IN VOLUME 5272, PAGE 475 AND A CALLED 857 SQUARE FOOT TRACT 3 AND A 0.308 ACRE TRACT 4 AS DESCRIBED IN VOLUME 5272, PAGE 490 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 412.992 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ¼-inch iron rod located on the northwesterly right of way line of RM 150, an 80 foot wide public right of way, for the southwest corner of said 73.693 acre Tract 2, same being the northwest corner of a called 17.95 acre tract described in a deed to Robert and Linda Rosebrock recorded in Volume 1126, Page 236 of the Hays County Deed Records;

THENCE, with the northwest right of way line of said RM 150 the following courses and distances:

1. N45°54'47"W, 312.73 feet with the westerly line of said 73.693 acre tract to a Texas Department of Transportation Type 1 Concrete Monument;
2. N44°00'03"W, 1476.41 feet to a Texas Department of Transportation Type 1 Concrete Monument found at the beginning of a curve to the left;
3. with the arc of said curve to the left, passing the most southerly southwest corner of said 599.25 acre tract, a found 3/8-inch iron rod at an arc distance of 39.42 feet, passing the southerly corner of a 875 square foot and 0.308 acre tract described in a deed to Mountain City – 150, L.P. in Volume 5272, Page 490 and continuing for an arc distance of 568.29 feet, having a radius of 1185.90 feet, a central angle of 27°27'23" and a chord bearing and distance of N57°43'45"W, 562.87 feet to a ¼-inch iron rod with cap stamped "AST" set for corner on said northwesterly right of way line, same being on the southerly line of a called 581.00 acre tract described in a deed to MILLS, LP and being a re-entrant corner and most westerly south corner of the herein described tract;

THENCE, leaving the northwesterly right of way line of RM 150 and with the common line of said 581.00 acre tract and said 599.25 acre tract the following courses and distances:

1. N88°36'39"E, 1422.09 feet to a ¼-inch iron pipe found for an angle point in said line;
2. N88°38'02"E, 25.14 feet to a Mag Nail in concrete for an interior ell corner of the herein described tract;
3. N01°42'12"W, 2818.15 feet to a found 8-inch diameter Cedar Fence Post for an interior ell corner of the herein described tract;

{W0932093.9}

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4. S87°57'12"W, 2442.13 feet to a found 8-inch diameter Cedar Fence Post for an exterior ell corner of the herein described tract, same being the southeast corner of said 752.05 acre tract;

THENCE, with the westerly line of said 599.25 acre tract, same being the easterly line of said 752.05 acre tract, N01°27'27"E, 1085.94 feet to a ½-inch iron rod with cap stamped "AST" found;

THENCE, leaving said westerly line and crossing said 599.25 acre tract, same being the south line of a called 250.097 acres to the City of Austin in Document No. 19010061 of the Official Public Records of Hays County, Texas the following courses and distances:

1. N42°57'57"E, 440.38 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
2. N20°52'40"E, 1067.39 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N37°09'29"E, 492.15 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S85°09'20"E, 319.53 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. N84°25'47"E, 294.59 feet to a ½-inch iron rod with cap stamped "AST" found for corner to the beginning of a curve to the left;
6. with the arc of a non-tangent curve to the left, 511.24 feet, having a radius of 871.82 feet, a central angle of 33°35'56" and a chord bearing and distance of N68°19'13"E, 503.95 feet to a ½-inch iron rod with cap stamped "AST" found for corner and a point of compound curvature;
7. with a compound curve to the left, 763.84 feet, having a radius of 1431.82 feet, a central angle of 30°33'56" and a chord bearing and distance of N32°21'48"E, 754.81 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. N08°59'58"E, 277.34 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
9. N09°56'17"E, 409.55 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
10. with the arc of a non-tangent curve to the left, 835.46 feet, having a radius of 2082.16 feet, a central angle of 22°59'23" and a chord bearing and distance of N48°50'55"E, 829.87 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
11. N37°50'06"E, 277.44 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
12. N45°32'16"E, 192.35 feet to a ½-inch iron rod with cap stamped "AST" found for corner on the southwesterly line of a called 1974.77 acre tract described in a deed as Tract 6, and recorded in Volume 3533, Page 150 of said deed records and being on the northeasterly line of said 599.25 acre tract;

THENCE, with said southwesterly line, same being the northeasterly line of said 599.25 acre tract, S47°09'20"E, 189.32 feet to a 5-inch diameter Cedar fence post found with 3 mag nails and shiner at the north corner of Tract 4, Indian Creek Ranch Subdivision as recorded in Volume 6, Page 59 of the Hays County Plat Records;

THENCE, leaving the southwesterly line of said 1974.77 acre tract, and with easterly line of said 599.25 acre tract the following courses and distances:

1. With the westerly line of said Indian Creek Ranch Tract 4, S06°08'47"W, 1374.75 feet to a ½-inch Iron pipe found at the southwest corner of said tract 4, same being the northwest corner of Tract 2 of said Indian Creek Ranch and angle point in said easterly line;
2. With the westerly line of said Tract 2, S06°09'17"W, 2965.57 feet to a ½-inch iron rod with cap stamped "AST" found for corner;

THENCE, leaving said westerly line of said Tract 2 of Indian Creek Ranch, crossing said 599.25 acre tract the following courses and distances:

1. N 83°51'07" W a distance of 98.94' to a ½-inch iron rod with cap stamped "AST" found for corner;
2. S 06°08'54" W a distance of 281.11 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
3. N 89°15'50" E a distance of 1221.70 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
4. S 00°29'01" E a distance of 271.28 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
5. S 32°42'55" W a distance of 611.20 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
6. S 87°44'24" W a distance of 57.88 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
7. S 11°37'37" W a distance of 411.37 feet to a ½-inch iron rod with cap stamped "AST" found for corner;
8. S 78°22'23" E a distance of 199.18 feet to a ½-inch iron rod with cap stamped "AST" found for corner in the west line of Hays Consolidated Independent School District;

THENCE, with the said west line of Hays Consolidated Independent School District, and with easterly line of said 599.25 acre tract the following courses and distances:

1. S11°36'28"W, 359.03 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
2. S10°09'51"W, 395.16 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
3. S10°11'50"W, 101.83 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
4. S10°09'55"W, 625.50 feet to an iron rod with cap stamped "McMillan" for an angle point in said line;
5. S12°41'22"W, 447.62 feet to a Nail in a 6-inch fence corner post for an angle point in said line;
6. S42°49'53"W, 93.56 feet to a 30-inch Live Oak tree for an angle point in said line;
7. S00°59'19"W, 13.67 feet to an iron rod with cap stamped RPLS 4542 at the southwest corner of said School District tract and the southeast corner of said 599.25 acre tract and being a point on the northerly line of said 73.693 acre Tract 2;

THENCE, with the northerly line of said 73.693 acre tract, N88°39'49"E, passing a ½-inch iron rod at 243.73 feet and continuing for a total distance of 325.41 feet to a ½-inch iron rod on the southerly line of said School District tract and being the northwest corner of Lot 6, Century Acres, a subdivision of record in Volume 6, Page 53 of the Hays County Plat Records;

THENCE, with said easterly line of said 73.693 acre tract and with the westerly line of said Lot 6 and 7 of said Century Acres and the easterly line of said Lot 2B and 2C Resubdivision of Lot 2B of the Resubdivision of Lot 2 Century Acres of record in Document No. 17040812 of the Hays County Official Public Records,

S13°28'59"E, 1658.91 feet to a ½-inch iron pipe found for the southeast corner of said 73.693 acre tract, same being the southwest corner of said Lot 28 and the common northerly corner of Lots 8 and 9 of Meadow Woods Section Two, a subdivision of record in Volume 3, Page 188 of said Plat Records, same being the northeast corner of said 17.95 acre tract;

THENCE, with the northerly line of said 17.95 acre tract, same being the southerly line of said 73.693 acre tract, S88°38'38"W, passing an iron rod with cap stamped "McMillan" at 103.02 feet and continuing for a total distance of 1505.09 feet to the **POINT OF BEGINNING** and containing, 412.992 acres of land, more or less.

Exhibit "A-2"

HMBRR – "6 Creeks Tract"

Blanco River Ranch
858.70 acres

PROPERTY DESCRIPTION EXHIBIT A

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an Iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-Inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-Inch Iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch Iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillan" bears S21°57'46"W, 50.84 feet;

THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°46'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the POINT OF BEGINNING and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the Included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.



 Paul C. Sauve, Jr., RPMS #2518
 Austin Spatial Technologies, LLC
 December 5, 2016



Exhibit "A-4"

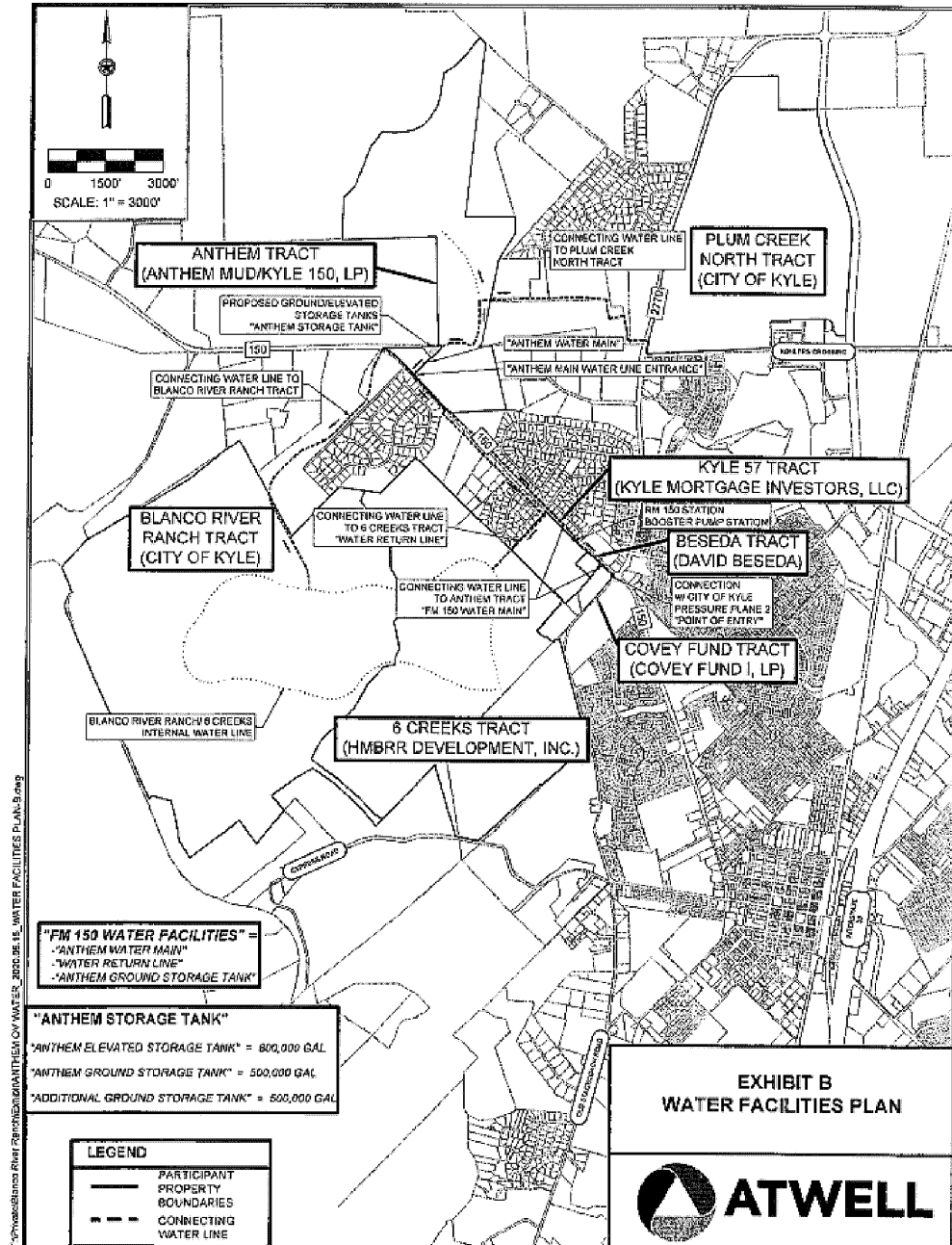
David Beseda
2310 Portofino Ridge
Austin, TX 78735
Travis County
Hays County Document Number 17041944

Being 4.847 acres of land, more or less, situated in the SAMUEL PHARASS SAURVEY,
ABSTRACT NO. 360, Hays County, Texas, and being a portion of that certain 62.10 acre
tract described in Correction Warranty Deed recorded in Volume 2671, Page 863,
Official Public Records, Hays County, Texas.

Exhibit "A-5"

Kyle Mortgage Investors LLC
10800 Wilshire Boulevard, Unit 2101
Los Angeles, CA 90024
Hays County Document Volume 2805 Page 659

Being 57.260 acres of land out of the SAMUEL PHARASS SAURVEY, ABSTRACT NO. 360,
Hays County, Texas,



{W0932093.9}

Exhibit "O" - 37

Appendix G - Page 146

Exhibit "C"**FM 150 Water Facilities Project Schedule**

- Water Line System including 12" feed line to Anthem, 16" distribution return line to 6 Creeks and all internal Anthem Phase 1A water lines estimated completion January 2021
- RM 150 Pump Station estimated completion date January 2021
- Hoover Drive Pump Station and initial ground storage tank estimated completion Date February 2021

Exhibit D

**FM 150 Water Facilities & Elevated Storage Tank
Project Budget**

	Antioch	6 Creeks	Kyle 57	Findlay	Besada	(City of Kyle) Flum Creek North	(City of Kyle) Blanco River Ranch Tract
	1,650	1,000	240	100	50	1,400	2,100
Engineer	Amherst						
Equipment	City of Kyle						
DC 150 Station	\$5,433,629						
DC Improvements	\$35,388	\$49,043	\$23,192	\$6,551	\$4,730	\$1,365	\$0
Engine Improvements	\$1,011,329						\$0
Modification and Traffic Control		\$28,600	\$7,224	\$1,757	\$232	\$581	\$0
Pump Station and Trench Line		\$20,882	\$20,882	\$0	\$0	\$0	\$0
Return Line		\$1,000,558	\$0	\$726,152	\$726,655	\$763,318	\$0
Site Improvements	\$93,305	\$85,295	\$15,280	\$3,181	\$2,128	\$1,608	\$0
Miscellaneous Work		\$74,882	\$14,005	\$0	\$0	\$0	\$0
Site Work	\$63,722	\$63,722	\$0	\$0	\$0	\$0	\$0
Return Line Engineering	\$68,000	\$0	\$68,033	\$19,713	\$4,850	\$1,460	\$0
Engineering for the Concrete Initial contract and Agreement	\$400,000	\$0	\$10,773	\$9,906	\$3,826	\$1,619	\$0
Return Line Trenching	\$380,000	\$0	\$11,388	\$5,913	\$1,619	\$779	\$0
Return Line Trenching	\$139,000	\$0	\$10,025	\$10,025	\$2,827	\$267	\$0
Sub Total	\$1,074,000	\$1,703,446	\$466,347	\$243,433	\$684,333	\$644,727	\$0
DCN Contingency	\$181,100	\$100,245	\$78,247	\$18,723	\$9,231	\$4,121	\$0
Total	\$1,587,184	\$3,973,793	\$616,588	\$223,102	\$696,159	\$1,489,308	\$0
Blanco Dam	\$1,769,013						
Antioch Initial 10000 gallon tank	\$113,331	\$0	\$0	\$0	\$0	\$0	\$0
Findlay/Ground Storage Tank	\$93,834	\$602,300	\$87,234	\$28,921	\$8,726	\$33,116	\$181,171
ASDQD (open Storage) Storage Tank	\$1,280,000	\$191,719	\$194,270	\$78,497	\$14,637	\$143,526	\$488,090
DC Improvements	\$12,481	\$87,811	\$0	\$1,132	\$153	\$767	\$9,811
Site Improvements	\$267,470	\$66,870	\$0	\$4,885	\$2,487	\$1,404	\$68,786
Pump Station Water Improvements	\$277,776	\$248,681	\$0	\$28,342	\$44,613	\$1,916	\$103,420
Return Line Improvements	\$113,000	\$7,223	\$0	\$6,466	\$5,334	\$1,251	\$24,877
Ground Storage Tank Engineering/Design	\$234,000	\$61,685	\$33,842	\$10,874	\$5,334	\$2,486	\$143,445
Grinding Mill CA	\$12,050	\$8,219	\$0	\$217	\$111	\$1,916	\$9,334
Shoring	\$10,000	\$0	\$0	\$7,991	\$886	\$113	\$1,913
Trucking	\$15,000	\$4,833	\$0	\$1,053	\$121	\$115	\$4,822
Sub Total	\$3,029,301	\$1,415,012	\$1,386,048	\$562,451	\$536,443	\$556,933	\$1,466,907
DCN Contingency	\$376,305	\$277,789	\$40,175	\$14,184	\$1,009	\$1,476	\$66,834
Total	\$1,963,489	\$5,388,805	\$770,636	\$237,286	\$707,161	\$1,659,942	\$1,656,647
Phase 2A Water (open storage)	\$1,000,000	\$0	\$15,335	\$1,213	\$13,338	\$963	\$0
DCN Contingency	\$10,000	\$0	\$14,318	\$213	\$139	\$67	\$0
Trucking	\$70,000	\$0	\$14,713	\$1,203	\$14,712	\$796	\$0
Subtotal	\$7,807,581	\$3,075,882	\$1,473,229	\$405,640	\$1,681,017	\$1,039,842	\$1,559,763

Exhibit E

FM 150 Water Facilities & Elevated Storage Tank
Participation Percentages

	Anthem	6 Creeks	Kyle 57	Findley	Beseda	Lennar	BRR
RM 150 Return Line Participation	0%	72%	17%	7%	4%	0%	0%
Common RM 150 Pump Station and Transmission Main Participation	54%	33%	8%	3%	2%	0%	0%
RM 150 Pump Station Site Work	100%	0%	0%	0%	0%	0%	0%
Elevated and Ground Storage Tank Participation	19%	17%	4%	2%	1%	23%	35%
Hoover Drive Participation	33%	0%	4%	2%	1%	26%	37%

Exhibit F

EST Project Schedule

- Project Design Completion 1st Quarter 2021
- Design Review and Permitting 3rd Quarter 2021
- Bidding and Contract Award November 2021
- Complete Construction 4th Quarter 2022

Exhibit G

Estimated 800,000 gallon EST Project Budget

• Estimated Civil Design Budget	\$200,000
• Estimated Electrical	\$30,000
• Estimated Structural Design	\$20,000
• Estimated Const. Admin	\$64,000
• Estimated Coatings Inspection	\$10,000
• Estimated Construction Cost	\$1,900,000

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

20056036 AMENDMENT
12/07/2020 03:17:02 PM Total Fees: \$258.25

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP**, a Texas limited partnership (“**Assignor**”), and **HMBRR Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to Assignee, as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to Assignor, as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to HMBRR LP #2, a Texas limited partnership (“**LP #2**”), as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); Assignor, Assignee and LP #2 may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, Assignor sold and conveyed to Assignee all of Tract 2 through two (2) separate transactions and now wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement (being all rights and obligations as to Tract 2).

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement (being all rights and obligations as to Tract 2) to Assignee.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement as to Tract 2.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the date executed by all parties and recorded in the Official Records of Hays County, Texas.

(Signature Pages Follow)


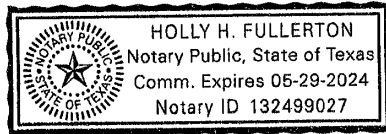
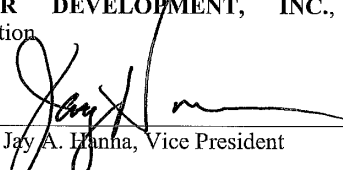
Assignor:**HMBRR LP**, a Texas limited partnershipBy: Hanna/Magee GP #1, Inc., a Texas corporation,
General PartnerBy: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept., 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)


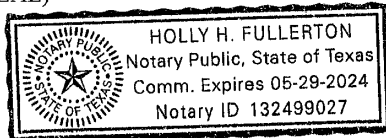

Notary Public Signature**Assignee:****HMBRR DEVELOPMENT, INC.**, a Texas corporationBy: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept., 2021 by Jay A. Hanna, as Vice President of **HMBRR DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

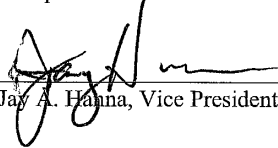
(SEAL)


Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

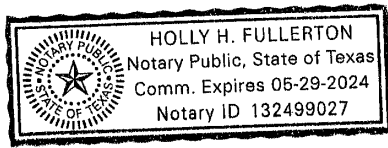
By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept., 2021 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.





**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21054961 ASSIGNMENT
10/05/2021 02:16:03 PM Total Fees: \$38.75

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020 (the “**Effective Date**”), Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3, which is more particularly described on **Exhibit A** attached to this Assignment (the “**249.05 Acres**”), and wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 Acres (but not as to the balance of Tract 3) as of the Effective Date, as more particularly described below.

{W1081793.2}

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement *as to the 249.05 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Development Agreement as to the remainder of Tract 3.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement as to the 249.05 Acre Tract only.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

Assignor:

HMBRR LP #2, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
General Partner

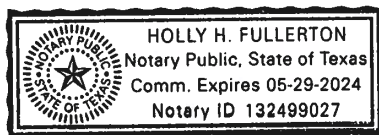
By: Jay A. Hanna
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept, 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)



Holly H. Fullerton
Notary Public Signature

Assignee:

HM 6 CREEKS DEVELOPMENT, INC., a Texas corporation

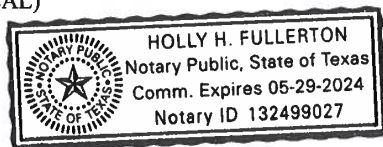
By: Jay A. Hanna
Jay A. Hanna, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept, 2021 by Jay A. Hanna, as President of **HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

(SEAL)



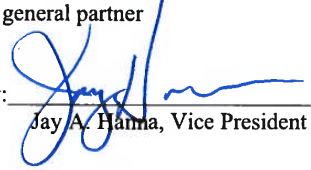
Holly H. Fullerton
Notary Public Signature

{W1081793.2}

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

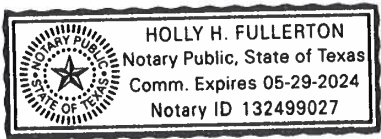
By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of Sept., 2021 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)




Notary Public Signature

EXHIBIT A

County: Hays
Project: 6-Creeks
Job No.: A201302
MB No.: 20-019

FIELD NOTES FOR 249.051 ACRES

Being a 249.051 acre tract of land located in the Samuel Pharass 1/4 League, Survey Number 14, Abstract Number 360 in Hays County, Texas. Said 249.051 acre tract being a portion of a called 608.70 acre tract of land recorded in the name of HMBRR, LP #2 in Document Number 17034180 of the Official Records of Hays County Texas (O.R.H.C.), said 249.051 acre tract of land being more particularly described by metes and bound as follows: *(Bearings are based on the Texas State Plane Coordinate System, South Central Zone).*

Beginning at capped iron rod found stamped "AST" for the most westerly corner of said 608.70 acre tract, said iron rod being the most southerly corner of Waterridge 150 District, Section 2, a subdivision as recorded in Document Number 19038655, O.P.R.H.C., said iron rod also being on the northerly line Waterridge Boulevard, a subdivision as recorded in Document Number 19038635, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said Waterridge 150 subdivision, North 26 degrees 31 minutes 11 seconds East, passing at a distance of 554.24 the southeasterly corner of said Waterridge subdivision, being the most southerly corner of the remainder portion of a called 1971.29 acre tract of land recorded in the name of Blanco River Ranch, LP in Volume 5230 Page 583 of the Hays County Deed Records (H.C.D.R.), in all, a distance of 563.37 feet to a calculated point;

Thence, with the common line between said 608.70 acre tract and said 1971.29 acre remainder tract, the following four (4) courses and distances;

1. North 46 degrees 09 minutes 29 seconds East, a distance of 1179.39 feet to a calculated point;
2. North 28 degrees 22 minutes 57 seconds East, a distance of 708.36 feet to a calculated point;
3. North 44 degrees 16 minutes 34 seconds East, a distance of 582.28 feet to a calculated point;
4. 297.90 feet along the arc of a curve to the right, said curve having a central angle of 14 degrees 24 minutes 28 seconds, a radius of 1184.66 feet, and a chord that bears North 77 degrees 54 minutes 54 seconds East, a distance of 297.12 feet to a 1/2-inch iron rod found for the southeasterly corner of said 1971.29 acre remainder tract;

Thence, through and across said 608.70 acre tract and following the line established by a 250 acre survey dated 8-10-2020, the following fourteen (14) courses and distances;

1. 386.58 feet along the arc of a curve to the right, said curve having a central angle of 18 degrees 41 minutes 48 seconds, a radius of 1184.66 feet, and a chord that bears South 85 degrees 31 minutes 58 seconds East, a distance of 384.86 feet to a capped iron rod stamped "Atwell" found;
2. North 14 degrees 03 minutes 25 seconds East, a distance of 154.34 feet to a capped iron rod stamped "Atwell" found;
3. North 89 degrees 56 minutes 01 seconds East, a distance of 226.42 feet to a capped iron rod stamped "Atwell" found;

4. North 49 degrees 02 minutes 03 seconds East, a distance of 179.70 feet to a capped iron rod stamped "Atwell" found;
5. North 61 degrees 58 minutes 58 seconds East, a distance of 296.99 feet to a capped iron rod stamped "Atwell" found;
6. North 75 degrees 28 minutes 29 seconds East, a distance of 257.09 feet to a capped iron rod stamped "Atwell" found;
7. South 85 degrees 30 minutes 10 seconds East, a distance of 318.98 feet to a capped iron rod stamped "Atwell" found;
8. North 70 degrees 45 minutes 09 seconds East, a distance of 214.03 feet to a capped iron rod stamped "Atwell" found;
9. North 47 degrees 16 minutes 33 seconds East, a distance of 360.88 feet to a capped iron rod stamped "Atwell" found;
10. North 85 degrees 14 minutes 12 seconds East, a distance of 340.49 feet to a capped iron rod stamped "Atwell" found;
11. South 89 degrees 12 minutes 08 seconds East, a distance of 118.79 feet to a capped iron rod stamped "Atwell" found;
12. 483.09 feet along the arc of a curve to the left, said curve having a central angle of 14 degrees 14 minutes 46 seconds, a radius of 1942.92 feet, and a chord that bears South 06 degrees 19 minutes 30 seconds East, a distance of 481.84 feet to a capped iron rod stamped "Atwell" found;
13. South 13 degrees 23 minutes 08 seconds East, a distance of 751.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
14. South 76 degrees 44 minutes 31 seconds West, passing at a distance of 1.68 feet a northeasterly corner of 6 Creeks Boulevard Phase I, Section 2 (Right-of-Way Only), a subdivision as recorded in Document Number 19019778, O.P.R.H.C., in all a total distance of 115.68 feet to a 1/2-inch iron rod found for a northwesterly corner of said 6 Creeks Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks Boulevard Subdivision, the following four (4) courses and distances;

1. South 13 degrees 18 minutes 02 seconds East, a distance of 26.84 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. 116.85 feet along the arc of a curve to the right, said curve having a central angle of 92 degrees 59 minutes 02 seconds, a radius of 72.00 feet, and a chord that bears South 33 degrees 11 minutes 23 seconds West, a distance of 104.44 feet to a cotton spindle found;
3. South 80 degrees 21 minutes 31 seconds West, a distance of 34.11 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;

4. South 08 degrees 51 minutes 19 seconds East, passing at a distance of 120.00 feet, a 1/2-inch iron rod found for the southwesterly corner of said 6 Creeks Boulevard Subdivision, in all, a distance of 123.28 feet to a 5/8-inch iron rod set with cap stamped GBI Partners on the southerly line of said 608.70 acre tract, said iron rod being on the northerly line of 6 Creeks, Phase 1, Section 3, a subdivision as recorded in Document Number 19020754, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 6 Creeks, Phase 1, Section 3 Subdivision, 418.10 feet along the arc of a curve to the right, said curve having a central angle of 15 degrees 21 minutes 21 seconds, a radius of 1560.00 feet, and a chord that bears South 88 degrees 32 minutes 47 seconds West, a distance of 416.85 feet to a capped iron rod found stamped "AST" for an angle point on the southerly line of said 608.70 acre tract, said iron rod being an angle point in the northerly line of a called 153.0288 acre tract of land recorded in the name of HMBRR Development, Inc. in Document Number 200006092, O.P.R.H.C.

Thence, with the common line between said 608.70 acre tract and said 153.0288 acre tract the following five (5) courses and distances;

1. South 39 degrees 17 minutes 57 seconds West, a distance of 243.43 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
2. South 48 degrees 47 minutes 14 seconds West, a distance of 226.76 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. South 51 degrees 36 minutes 39 seconds West, a distance of 699.50 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
4. South 13 degrees 00 minutes 14 seconds West, a distance of 359.30 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
5. South 12 degrees 59 minutes 48 seconds West, a distance of 728.51 feet to capped iron rod stamped "Kent McMillian" for an angle point on the southerly line of said 608.70 acre tract, also being an angle point on the westerly line of said 153.0288 acre tract, said iron rod also being the most northerly corner of a called 311.56 acre tract of land recorded in the names of Robert Scott and Lanah Nance in Document Number 18006670, O.P.R.H.C.;

Thence, with the common line between said 608.70 acre tract and said 311.56 acre tract South 44 degrees 00 minutes 02 seconds West, a distance of 1916.25 feet to a capped iron rod found for the most southerly corner of said 608.70 acre tract, said iron rod being the most easterly corner of aforesaid Waterridge Boulevard Subdivision;

Thence, with the common line between said 608.70 acre tract and said Waterridge Boulevard Subdivision the following eight (8) courses and distances;

1. North 65 degrees 08 minutes 51 seconds West, a distance of 49.49 feet to a 1/2-inch iron rod found;
2. 381.25 feet along the arc of a curve to the right, said curve having a central angle of 23 degrees 36 minutes 54 seconds, a radius of 925.00 feet, and a chord that bears North 53 degrees 30 minutes 43 seconds West, a distance of 378.55 feet to a 5/8-inch iron rod set with cap stamped GBI Partners;
3. North 41 degrees 42 minutes 16 seconds West, a distance of 336.00 feet to a capped iron rod found stamped "AST";

4. 151.93 feet along the arc of a curve to the left, said curve having a central angle of 07 degrees 54 minutes 48 seconds, a radius of 1100.00 feet, and a chord that bears North 45 degrees 39 minutes 41 seconds West, a distance of 151.80 feet to a capped iron rod found stamped "AST";
5. North 49 degrees 37 minutes 05 seconds West, a distance of 572.43 feet to a capped iron rod found stamped "Atwell";
6. 75.01 feet along the arc of a curve to the left, said curve having a central angle of 03 degrees 59 minutes 53 seconds, a radius of 1075.00 feet, and a chord that bears North 51 degrees 37 minutes 01 seconds West, a distance of 75.00 feet to a capped iron rod found stamped "Atwell";
7. North 53 degrees 36 minutes 58 seconds West, a distance of 749.01 feet to a capped iron rod found stamped "AST";
8. 93.33 feet along the arc of a curve to the left, said curve having a central angle of 05 degrees 13 minutes 01 seconds, a radius of 1025.00 feet, and a chord that bears North 56 degrees 13 minutes 28 seconds West, a distance of 93.30 feet to the Point of Beginning and containing 249.051 acres of land.

GBI Partners, LP
 TBPLS Firm No. 10194150
 Ph: 512-296-2675
 September 4, 2020



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020, Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3 (the “**249.05 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21054962, Official Public Records of Hays County, Texas; and

WHEREAS, on or about December 15, 2021 (the “**Effective Date**”), Assignor sold and conveyed to Assignee 2 tracts of land out of Tract 3, consisting of (i) 93.991 acres, more or less, in Hays County,

Texas, more particularly described by metes and bounds on Exhibit A attached hereto, and (ii) 5.964 acres, more or less, in Hays County, Texas, more particularly described by metes and bounds on Exhibit B attached hereto (said 2 tracts of land, the “**99.955 Acres**”), and wishes to assign to Assignee Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acres (but not as to the balance of Tract 3) as of the Effective Date, as more particularly described below.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.
2. Assignor assigns all its rights and obligations under the Development Agreement *as to the 99.955 Acre Tract only* to Assignee. Assignor retains all rights and obligations under the Development Agreement as to all of Tract 3 except the 249.05 Acres and the 99.955 Acres.
3. Assignee accepts the assignment of Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acre Tract only.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)


Assignor:**HMBRR LP #2**, a Texas limited partnershipBy: Hanna/Magee GP #1, Inc., a Texas corporation,
General PartnerBy: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of December, 2021 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)

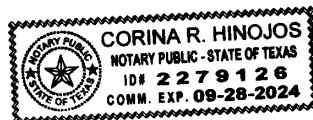
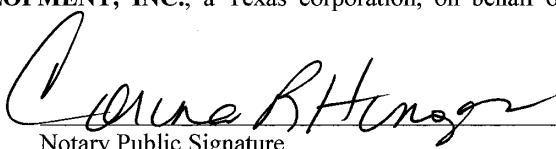


 Notary Public Signature
Assignee:**HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporationBy: 
Jay A. Hanna, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of December, 2021 by Jay A. Hanna, as President of **HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

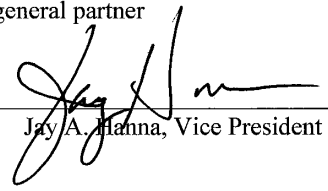
(SEAL)



 Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 15 day of December, 2021 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.

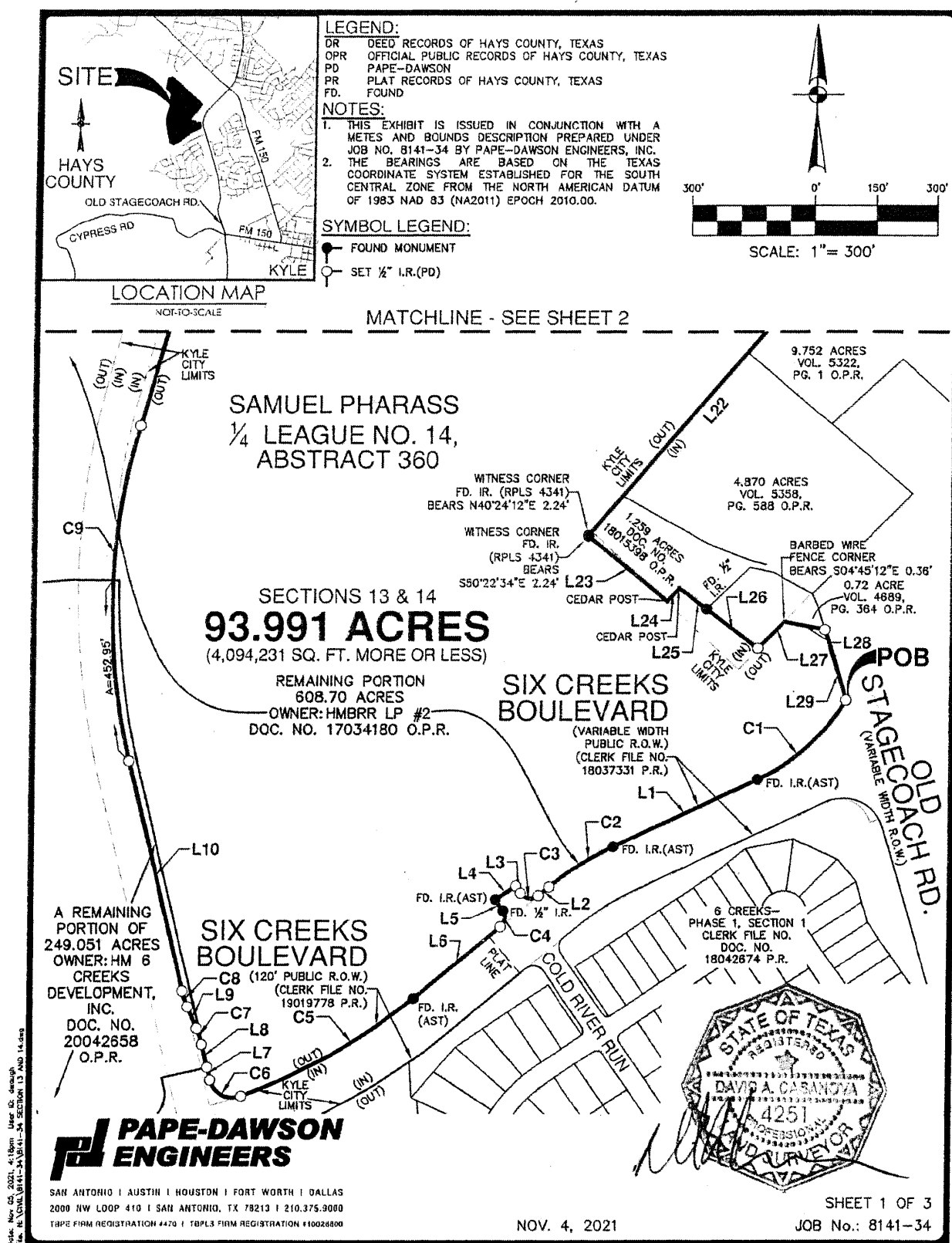
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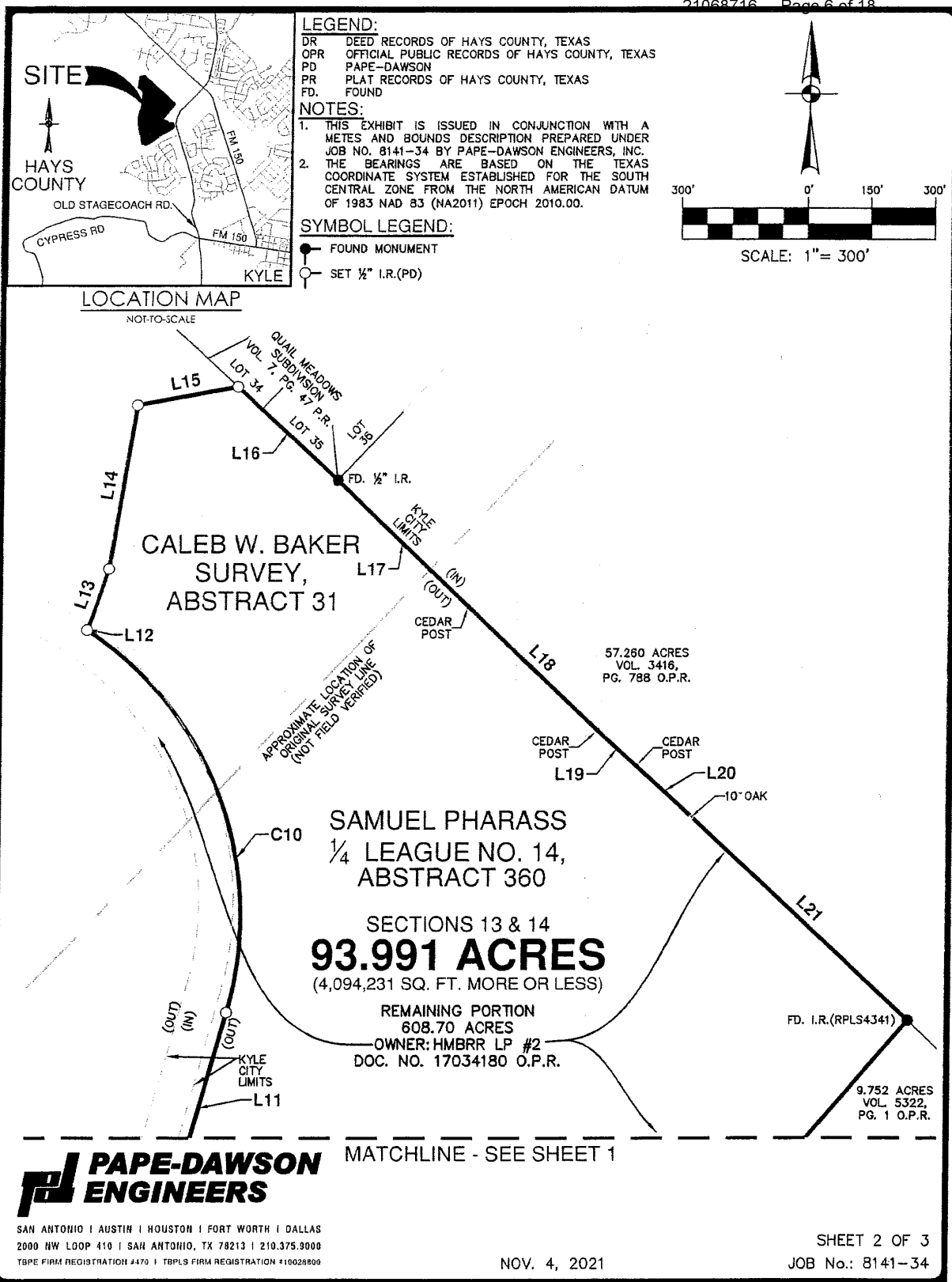


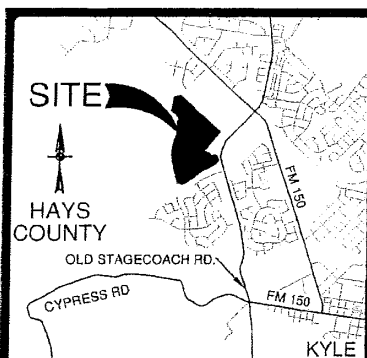

Notary Public Signature

EXHIBIT A - 93.991 Acres

21068716 Page 5 of 18







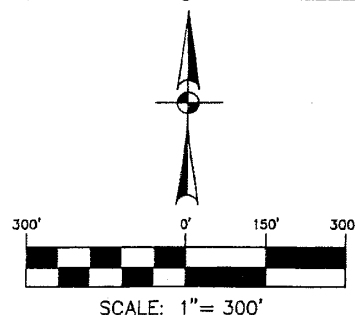
LOCATION MAP
NOT-TO-SCALE

LEGEND:

DR DEED RECORDS OF HAYS COUNTY, TEXAS
OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
PD PAPE-DAWSON
PR PLAT RECORDS OF HAYS COUNTY, TEXAS
FD. FOUND

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 8141-34 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	480.00'	35°08'55"	S47°04'30"W	289.87'	294.46'
C2	735.00'	14°30'01"	S57°23'57"W	185.52'	186.01'
C3	30.00'	95°40'18"	N82°00'55"W	44.47'	50.09'
C4	30.00'	84°19'42"	S07°59'05"W	40.28'	44.15'
C5	1440.00'	19°24'42"	S59°51'17"W	485.54'	487.87'
C6	57.00'	97°08'19"	N61°52'12"W	85.47'	96.64'
C7	250.00'	9°33'23"	N18°04'44"W	41.65'	41.70'
C8	250.00'	9°33'23"	N18°04'44"W	41.65'	41.70'
C9	1660.00'	29°04'49"	N01°14'22"E	833.51'	842.53'
C10	835.00'	71°53'15"	N20°09'51"W	980.28'	1047.65'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S64°38'57"W	388.58'
L2	S50°08'56"W	33.57'
L3	N34°10'46"W	21.39'
L4	S55°49'14"W	60.00'
L5	S34°10'46"E	33.31'
L6	S50°08'56"W	278.00'
L7	N13°18'02"W	32.89'
L8	N13°53'54"W	59.24'
L9	N22°51'25"W	57.79'
L10	N13°18'02"W	586.83'
L11	N15°46'46"E	546.29'
L12	N33°53'31"E	3.63'
L13	N18°43'01"E	151.17'
L14	N09°00'46"E	399.71'
L15	N79°21'50"E	241.28'

LINE TABLE		
LINE	BEARING	LENGTH
L16	S46°58'08"E	328.73'
L17	S45°43'42"E	436.10'
L18	S46°12'19"E	430.60'
L19	S47°15'38"E	126.22'
L20	S47°06'29"E	179.60'
L21	S46°30'08"E	711.43'
L22	S40°24'12"W	1023.81'
L23	S50°22'34"E	256.13'
L24	N40°11'13"E	43.39'
L25	S52°36'14"E	85.70'
L26	S51°46'44"E	159.05'
L27	N43°45'16"E	92.40'
L28	S78°19'50"E	101.35'
L29	S16°18'42"E	182.48'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TSPS FIRM REGISTRATION #170 | TSPS FIRM REGISTRATION #1002860

NOV. 4, 2021

SHEET 3 OF 3
JOB No.: 8141-34

Date: Nov 05, 2021, 4:17pm User: ID: draugh
File: R:\DWG\8141-34\SECTION 13 AND 14.dwg

METES AND BOUNDS DESCRIPTION
FOR
SECTIONS 13 & 14

A 93.991 acre, or 4,094,231 square feet more or less, tract of land comprised of a portion of the 608.70 acre tract described in instrument to HMBRR LP #2 recorded in Document No. 17034180 in the Official Public Records of Hays County, Texas, and the 249.051 acre tract described in instrument to HM 6 Creeks Development, Inc. recorded in Document No. 20042658 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360 and the Caleb W. Baker Survey, Abstract 31, partially in the City of Kyle, Hays County, Texas. Said 93.991 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the intersection of the west right-of-way line of Old Stagecoach Road, a variable width public right-of-way and Six Creek Boulevard, a variable width public right-of-way dedicated in Clerk File No. 18037331 in the Plat Records of Hays County, at an angle corner of said 608.70 acre tract;

THENCE: Along and with the north right-of-way line of said Six Creeks Boulevard, the following bearings and distances:

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 480.00 feet, a central angle of 35°08'55", a chord bearing and distance of S 47°04'30" W, 289.87 feet, for an arc length of 294.46 feet to a found iron rod with cap marked "AST";

S 64°38'57" W, a distance of 388.58 feet to a found iron rod with cap marked "AST";

Southwesterly, along a tangent curve to the left, said curve having a radius of 735.00 feet, a central angle of 14°30'01", a chord bearing and distance of S 57°23'57" W, 185.52 feet, for an arc length of 186.01 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 50°08'56" W, a distance of 33.57 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of 95°40'18", a chord bearing and distance of N 82°00'55" W, 44.47 feet, for an arc length of 50.09 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

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N 34°10'46" W, a distance of 21.39 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 55°49'14" W, a distance of 60.00 feet to a found iron rod with cap marked "AST";

S 34°10'46" E, a distance of 33.31 feet to a found ½" iron rod;

Southwesterly, along a tangent curve to the right, said curve having a radius of 30.00 feet, a central angle of 84°19'42", a chord bearing and distance of S 07°59'05" W, 40.28 feet, for an arc length of 44.15 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 50°08'56" W, continuing along and with the north right-of-way line of said Six Creeks Boulevard and the north right-of-way line of Six Creeks Boulevard dedicated in Clerk File No. 19019778 in said Plat Records, a distance of 278.00 feet to a found iron rod with cap marked "AST";

THENCE: Continuing along and with the north right-of-way line of said Six Creeks Boulevard (19019778), the following bearings and distances:

Southwesterly, along a tangent curve to the right, said curve having a radius of 1440.00 feet, a central angle of 19°24'42", a chord bearing and distance of S 59°51'17" W, 485.54 feet, for an arc length of 487.87 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a compound curve to the right, said curve having a radius of 57.00 feet, a central angle of 97°08'19", a chord bearing and distance of N 61°52'12" W, 85.47 feet, for an arc length of 96.64 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 32.89 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a south line of said 249.051 acre tract;

THENCE: Over and across said 249.051 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.24 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 09°33'23", a chord bearing and distance of N 18°04'44" W, 41.65 feet, for an arc length of 41.70 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

**PAPE-DAWSON
ENGINEERS**

N 22°51'25" W, a distance of 57.79 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 09°33'23", a chord bearing and distance of N 18°04'44" W, 41.65 feet, for an arc length of 41.70 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'02" W, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 1660.00 feet, a central angle of 29°04'49", a chord bearing and distance of N 01°14'22" E, 833.51 feet, at an arc length of 452.95 feet passing a north line of said 249.051 acre tract, continuing over and across said 608.70 acre tract, a total arc length of 842.53 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 608.70 acre tract, the following bearings and distances:

N 15°46'46" E, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 835.00 feet, a central angle of 71°53'15", a chord bearing and distance of N 20°09'51" W, 980.28 feet, for an arc length of 1047.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°53'31" E, a distance of 3.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 18°43'01" E, a distance of 151.17 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 09°00'46" E, a distance of 399.71 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 79°21'50" E, a distance of 241.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a northeast line of said 608.70 acre tract and the southwest line of Lot 34, Quail Meadows Subdivision recorded in Volume 7, Page 47 in said Plat Records;

THENCE: S 46°58'08" E, along and with a northeast line of said 608.70 acre tract and a southwest line of said Quail Meadows Subdivision, a distance of 328.73 feet to a found ½" iron rod, at the south corner of Lot 35 and Lot 36 of said Quail Meadows Subdivision and the west corner of the 57.260 acre tract described in Volume 3416, Page 788 in said Official Public Records;

THENCE: Along and with a northeast line of said 608.70 acre tract and the southwest line of said 57.260 acre tract, the following bearings and distances:

S 45°43'42" E, a distance of 436.10 feet to a cedar post;

S 46°12'19" E, a distance of 430.60 feet to a cedar post;

S 47°15'38" E, a distance of 126.22 feet to a cedar post;

S 47°06'29" E, a distance of 179.60 feet to a 10" live oak;

S 46°30'08" E, a distance of 711.43 feet to a found iron rod with cap marked "RPLS 4341", at the easternmost corner of said 608.70 acre tract, an angle corner of said 57.260 acre tract and the north corner of the 9.752 acre tract described in Volume 5322, Page 1 in said Official Public Records;

THENCE: S 40°24'12" W, along and with a southeast line of said 608.70 acre tract, the northwest line of said 9.752 acre tract, the northwest corner of the 4.870 acre tract described in Volume 5358, Page 588 in said Official Public Records and the northwest line of the 1.259 acre tract described in Document No. 18015398 in said Official Public Records, a distance of 1023.81 feet to a point, at an angle corner of said 608.70 acre tract and the west corner of said 1.259 acre tract, from which a found iron rod with cap marked "RPLS 4341" described as a witness corner in said Document No. 18015398 bears N 40°24'12" E, a distance of 2.24 feet and a second found iron rod with cap marked "RPLS 4341" also described as a witness corner in said Document No. 18015398 bears S 50°22'34" E, a distance of 2.24 feet;

THENCE: Along and with said 608.70 acre tract and said 1.259 acre tract, the following bearings and distances:

S 50°22'34" E, a distance of 256.13 feet to a cedar post;

N 40°11'13" E, a distance of 43.39 feet to a cedar post;

Job No. 8141-34
93.991 Acres
Page 5 of 5

21068716 Page 12 of 18

S 52°36'14" E, a distance of 85.70 feet to a found ½" iron rod, at an angle corner of said 608.70 acre tract, a south corner of said 1.259 acre tract and the west corner of the 0.72 acre tract described in Volume 4689, Page 364 in said Official Public Records;

THENCE: Along and with said 608.70 acre tract and said 0.72 acre tract, the following bearings and distances:

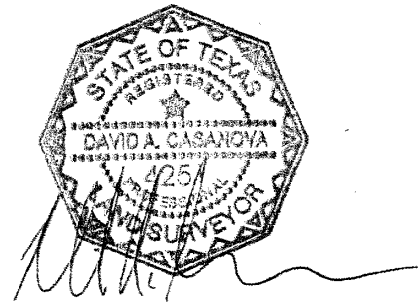
S 51°46'44" E, a distance of 159.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 43°45'16" E, a distance of 92.40 feet to a point, from which a barbed wire fence corner bears S 04°45'12" E, a distance of 0.36 feet;

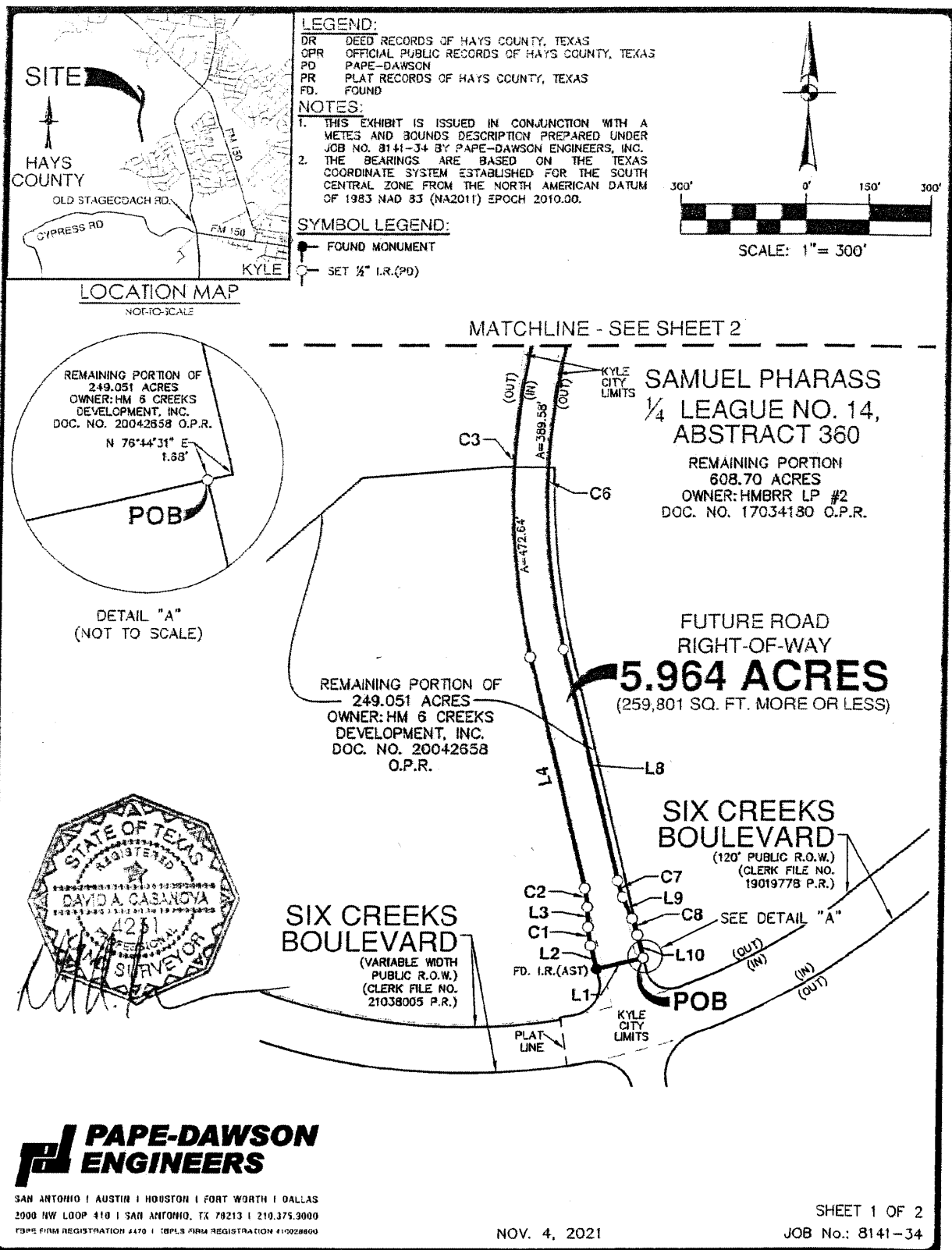
S 78°19'50" E, a distance of 101.35 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west right-of-way line of said Old Stagecoach Road, at an angle corner of said 608.70 acre tract and the south corner of said 0.72 acre tract;

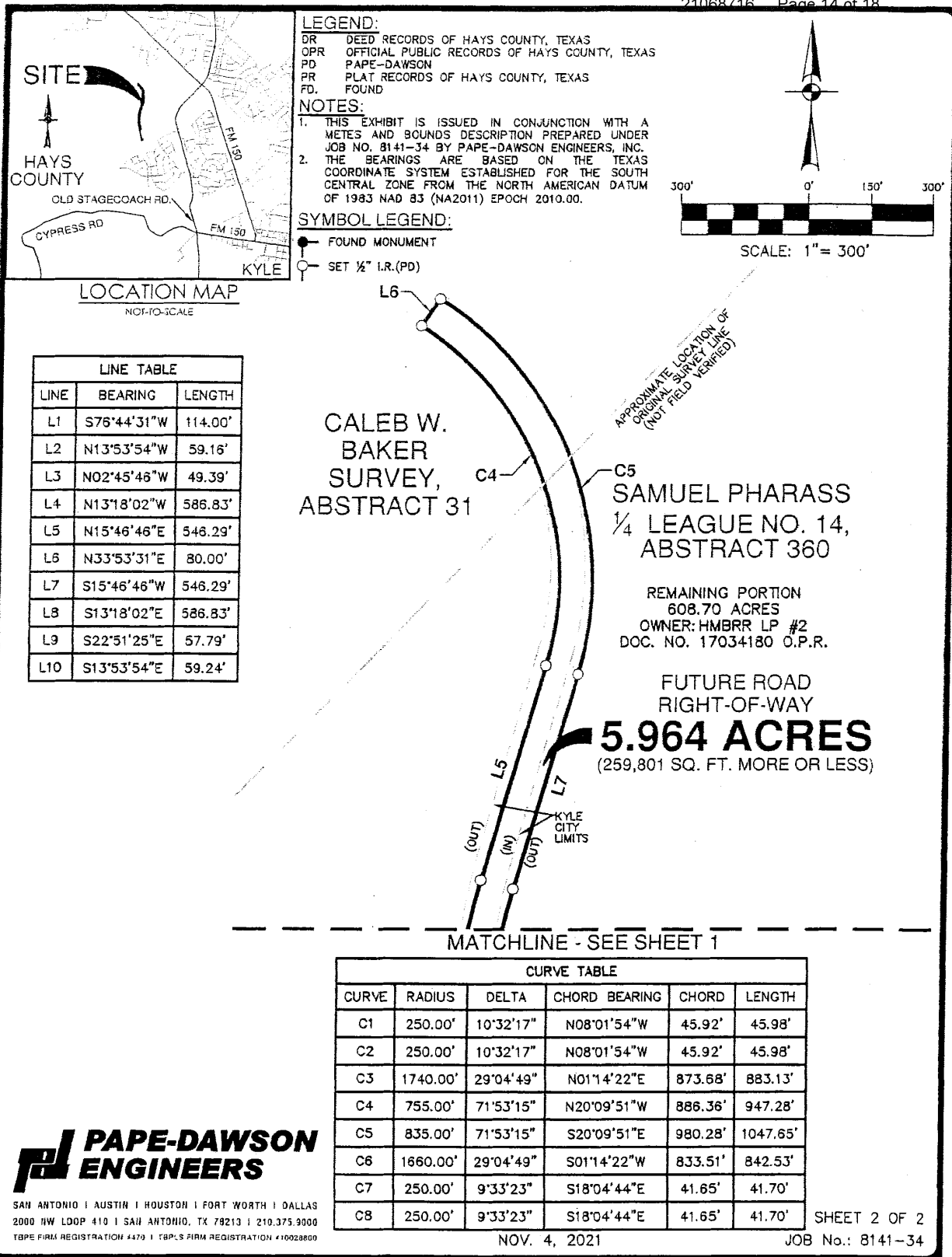
THENCE: S 16°18'42" E, along and with the west right-of-way line of said Old Stagecoach Road and an east line of said 608.70 acre tract, a distance of 182.48 feet to the POINT OF BEGINNING and containing 93.991 acres partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-34 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 4, 2021
JOB NO. 8141-34
DOC. ID. N:\CIVIL\8141-34\WORD\8141-34 FN 93.991 AC.docx



**PAPE-DAWSON
ENGINEERS**





METES AND BOUNDS DESCRIPTION
FOR A
FUTURE ROAD RIGHT-OF-WAY

A 5.964 acre, or 259,801 square feet more or less, tract of land comprised of a portion of the 608.70 acre tract described in instrument to HMBRR LP #2 recorded in Document No. 17034180 in the Official Public Records of Hays County, Texas, and the 249.051 acre tract described in instrument to HMI 6 Creeks Development, Inc. recorded in Document No. 20042658 in said Official Public Records, in the Samuel Pharass ¼ League No. 14, Abstract 360 and the Caleb W. Baker Survey, Abstract 31, partially in the City of Kyle, Hays County, Texas. Said 5.964 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a south line of said 249.051 acre tract and the north right-of-way line of Six Creeks Boulevard, a 120-foot public right-of-way dedicated in Document No. 19019778 in the Plat Records of Hays County, Texas, from which the easternmost corner of said 249.051 acre tract bears N 76°44'31" E, a distance of 1.68 feet;

THENCE: S 76°44'31" W, along and with the north right-of-way line of said Six Creeks Boulevard and a south line of said 249.051 acre tract, a distance of 114.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the north right-of-way line of said Six Creeks Boulevard, over and across said 249.051 acre tract, the following bearings and distances:

N 13°53'54" W, a distance of 59.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 02°45'46" W, a distance of 49.39 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of 10°32'17", a chord bearing and distance of N 08°01'54" W, 45.92 feet, for an arc length of 45.98 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

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N 13°18'02" W, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the right, said curve having a radius of 1740.00 feet, a central angle of 29°04'49", a chord bearing and distance of N 01°14'22" E, 873.68 feet, at an arc length of 472.64 feet passing a north line of said 249.051 acre tract, continuing over and across said 608.70 acre tract for a total arc length of 883.13 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 608.70 acre tract, the following bearings and distances:

N 15°46'46" E, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 755.00 feet, a central angle of 71°53'15", a chord bearing and distance of N 20°09'51" W, 886.36 feet, for an arc length of 947.28 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 33°53'31" E, a distance of 80.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 835.00 feet, a central angle of 71°53'15", a chord bearing and distance of S 20°09'51" E, 980.28 feet, for an arc length of 1047.65 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 15°46'46" W, a distance of 546.29 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southwesterly, along a tangent curve to the left, said curve having a radius of 1660.00 feet, a central angle of 29°04'49", a chord bearing and distance of S 01°14'22" W, 833.51 feet, at an arc length of 389.58 feet passing a north line of said 249.051 acre tract, continuing over and across said 249.051 acre tract for a total arc length of 842.53 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Continuing over and across said 249.051 acre tract, the following bearings and distances:

S 13°18'02" E, a distance of 586.83 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

**PAPE-DAWSON
ENGINEERS**

Job No.: 8141-34
5.964 Acres
Page 3 of 3

21068716 Page 17 of 18

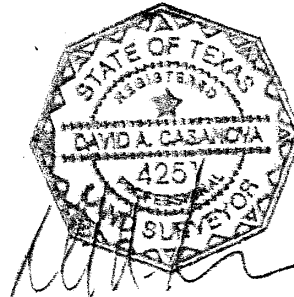
Southeasterly, along a tangent curve to the left, said curve having a radius of 250.00 feet, a central angle of $09^{\circ}33'23''$, a chord bearing and distance of $S\ 18^{\circ}04'44''\ E$, 41.65 feet, for an arc length of 41.70 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S\ 22^{\circ}51'25''\ E$, a distance of 57.79 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the right, said curve having a radius of 250.00 feet, a central angle of $09^{\circ}33'23''$, a chord bearing and distance of $S\ 18^{\circ}04'44''\ E$, 41.65 feet, for an arc length of 41.70 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S\ 13^{\circ}53'54''\ E$, a distance of 59.24 feet to the POINT OF BEGINNING and containing 5.964 acres partially in the City of Kyle, Hays County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 8141-34 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: November 4, 2021
JOB NO. 8141-34
DOC. ID. N:\CIVIL\8141-34\WORD\8141-34 FN 5.964 AC.docx



11-GF# 202102039A JPB
Return to: Heritage Title
200 W 6th Street, Suite 1600
Austin, TX 78701

**PAPE-DAWSON
ENGINEERS**

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21068716 ASSIGNMENT
12/16/2021 10:30:45 AM Total Fees: \$90.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



**PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS
UNDER BLANCO RIVER RANCH (Phase One Residential Area)
DE-ANNEXATION AND DEVELOPMENT AGREEMENT**

This Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (this “**Assignment**”) is by and between **HMBRR LP #2**, a Texas limited partnership (“**Assignor**”), and **HM 6 Creeks Development, Inc.**, a Texas corporation (“**Assignee**”) as follows.

RECITALS

WHEREAS, the City of Kyle (the “**City**”) and Blanco River Ranch Properties, LP, a Texas limited partnership (“**BRRP**”), entered into the Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective May 16, 2017 and recorded as Document No. 17018505, Official Public Records of Hays County, Texas (the “**Original Development Agreement**”) with respect to 858.7 acres in Hays County, Texas more fully described in the Original Development Agreement (the “**Property**”); and

WHEREAS, by Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement dated effective September 20, 2017, and recorded under Document No. 17034183, Official Public Records of Hays County, Texas (the “**BRRP Assignment**”), BRRP assigned its rights under the Original Development Agreement as follows: (i) to HMBRR Development, Inc., a Texas corporation (“**HMBRR Inc**”), as to 61.49 acres of the Property more particularly described in the BRRP Assignment (“**Tract 1**”), (ii) to HMBRR LP, a Texas limited partnership (“**HMBRR LP**”), as to 188.51 acres of the Property more particularly described in the BRRP Assignment (“**Tract 2**”) and (iii) to Assignor, as to 608.7 acres of the Property more particularly described in the BRRP Assignment (“**Tract 3**”); HMBRR Inc, HMBRR LP and Assignor may be referred to collectively as the “**HM Entities**”; and

WHEREAS, the City and the HM Entities modified the Original Development Agreement by First Amendment to Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement (the “**First Amendment**”) dated effective October 6, 2020, and recorded under Document No. 20056036, Official Public Records of Hays County, Texas, and the term “**Development Agreement**” as used herein, refers to the Original Development Agreement as modified by the First Amendment; and

WHEREAS, Assignee is under common control with Hanna/Magee LP #1, a Texas limited partnership (“**Hanna/Magee**”), and Section 12.05(b) of the Original Development Agreement, as modified by the First Amendment, provides that, without the consent of City, any of the HM Entities may assign their rights and obligations under the Development Agreement to any entity controlling, controlled by or under common control with Hanna/Magee; and

WHEREAS, on or about September 23, 2020, Assignor sold and conveyed to Assignee 249.05 acres, more or less, out of Tract 3 (the “**249.05 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 249.05 acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21054962, Official Public Records of Hays County, Texas; and

WHEREAS, on or about December 15, 2021, Assignor sold and conveyed to Assignee 2 tracts of land out of Tract 3, consisting of (i) 93.991 acres, more or less, in Hays County, Texas, and (ii) 5.964 acres,

more or less, in Hays County, Texas (said 2 tracts of land, the “**99.955 Acres**”), and assigned to Assignee Assignor’s rights and obligations under the Development Agreement as to the 99.955 Acres by Partial Assignment and Assumption of Rights and Obligations Under Blanco River Ranch (Phase One Residential Area) De-Annexation and Development Agreement recorded under Document No. 21068716, Official Public Records of Hays County, Texas; and

WHEREAS, on or about September 20, 2022 (the “**Effective Date**”), Assignor sold and conveyed to Assignee all remaining portions of Tract 3, being more particularly described as follows:

Tract 1:

Being all of that certain tract or parcel of land consisting of 608.7 acres, more or less, situated in the Samuel Pharass Survey No. 14, Abstract No. 360 and the Caleb W. Baker Survey No. 78, Abstract No. 31, Hays County, Texas, being conveyed by deed recorded under Document No. 17034180 of the Official Public Records of Hays County, Texas, SAVE AND EXCEPT therefrom any portion thereof included within (i) 6 CREEKS BOULEVARD, PHASE 1, SECTION 1 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 18037331 of the Official Public Records of Hays County, Texas, (ii) 6 CREEKS BOULEVARD, PHASE 1, SECTION 2 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 19019778 of the Official Public Records of Hays County, Texas, (iii) 6 CREEKS BOULEVARD, PHASE 1, SECTION 3 (RIGHT OF WAY ONLY), a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21038005 of the Official Public Records of Hays County, Texas, (iv) 6 CREEKS-PHASE 1, SECTION 8A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21058478 of the Official Public Records of Hays County, Texas, (v) that called 249.051 acres, more or less, conveyed by deed recorded under Document No. 20042658 of the Official Public Records of Hays County, Texas, (vi) that called 93.881 acres, more or less, called Tract 1 and conveyed by deed recorded under Document No. 21068715 of the Official Public Records of Hays County, Texas, and (vii) that called 5.964 acres, more or less, called Tract 2 and conveyed by deed recorded under Document No. 21068715 of the Official Public Records of Hays County, Texas;

Tract 2:

Lot 115, Block A, 6 CREEKS-PHASE 1, SECTION 8A, a subdivision in Hays County, Texas, according to the map or plat thereof recorded under Document No. 21058478 of the Official Public Records of Hays County, Texas;

and Assignor wishes to assign to Assignee all of Assignor’s remaining rights and obligations under the Development Agreement as of the Effective Date, are more particularly described below.

AGREEMENT

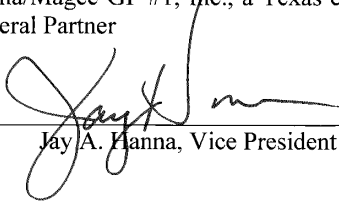
NOW THEREFORE, for and in consideration of the premises and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Recitals set out above are true and correct and are incorporated into this Assignment for all purposes.

2. Assignor assigns all its remaining rights and obligations under the Development Agreement to Assignee, so that Assignor retains no remaining rights and obligations under the Development Agreement.
3. Assignee accepts the assignment of Assignor's rights and obligations under the Development Agreement. Following this Assignment, Assignee (and not Assignor) will have all rights and obligations under the Development Agreement as to the entirety of Tract 3.
4. Hanna/Magee is executing this Assignment for the sole purpose of confirming that Assignee is under common control with Hanna/Magee.
5. To facilitate execution, this instrument may be executed in any number of counterparts, and it will not be necessary that the signatures of all parties be contained on any one counterpart. Additionally, for purposes of facilitating the execution of this Agreement: (a) the signature pages taken from separate, individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (b) a copy of a signature transmitted by facsimile or e-mail (e.g., .pdf or Adobe) will be deemed to be an original signature for all purposes. It is not necessary to confirm the copy transmitted by facsimile or e-mail (e.g., .pdf or Adobe) by delivery of the original. All executed counterparts of this Agreement will be deemed to be originals, but all such counterparts, when taken together, will constitute one and the same instrument.

This Assignment shall be effective from and after the Effective Date.

(Signature Pages Follow)

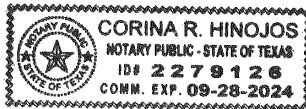

Assignor:**HMBRR LP #2**, a Texas limited partnershipBy: Hanna/Magee GP #1, Inc., a Texas corporation,
General PartnerBy: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September, 2022 by Jay A. Hanna, Vice President of Hanna/Magee GP #1, Inc., a Texas corporation, General Partner of **HMBRR LP #2**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)

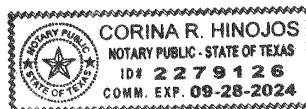



 Notary Public Signature
Assignee:**HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporationBy: 
Jay A. Hanna, President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September, 2022 by Jay A. Hanna, as President of **HM 6 CREEKS DEVELOPMENT, INC.**, a Texas corporation, on behalf of said corporation.

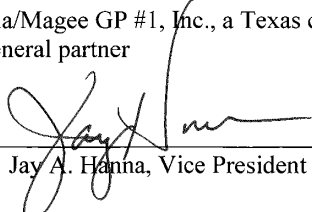
(SEAL)



 Notary Public Signature

Hanna/Magee has executed this Assignment for the sole purpose of confirming the representation contained in Paragraph 4.

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation,
its general partner

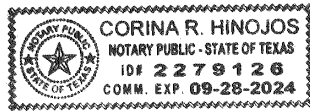
By: 
Jay A. Hanna, Vice President

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 19 day of September 2022 by Jay A. Hanna, as Vice President of Hanna/Magee GP #1, Inc., a Texas corporation that is General Partner of **HANNA/MAGEE LP #1**, a Texas limited partnership, on behalf of said corporation and limited partnership.

(SEAL)




Notary Public Signature

11-GF# 202203395 JPB
Return to: Heritage Title
200 W 6th Street, Suite 1600
Austin, TX 78701

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

22044746 ASSIGNMENT
09/21/2022 09:31:45 AM Total Fees: \$42.75

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



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