

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF JOHNSON CITY, RODNEY TOPPER, AND BSL JCTX, LP**

This Development Agreement (“Agreement”) is made and entered into by and between the City of Johnson City, Texas, a Type A General Law municipal corporation (“City”) and Rodney Topper (“Owner”), and BSL JCTX, LP, a Texas limited partnership (“Developer”), individually referred to as “Party” and, collectively, as the “Parties”.

RECITALS

- WHEREAS**, Section 212.172 of the Texas Local Government Code authorizes the City to enter into a development agreement with an owner of property within the City’s extraterritorial jurisdiction to provide for annexation and the permissible uses and development of property after annexation; and
- WHEREAS**, the Owner owns approximately 22.4 acres of land located at the southeast intersection of Old River Crossing and Trail Rock Drive, as more particularly described and shown in Exhibit “A”, attached hereto and incorporated fully herein (“Property”); and
- WHEREAS**, the Property is located within the currently existing extraterritorial jurisdiction (“ETJ”) of the City and is to be annexed into the city limits following submission of a petition for voluntary annexation and approval by the City Council; and
- WHEREAS**, upon annexation, the Developer proposes to develop on the Property a recreational vehicle campground (“Project”); and
- WHEREAS**, the Parties desires to provide for the annexation of the Property into the City and for the authorized use and development of the Property in accordance with the project development plan via this Development Agreement; and
- WHEREAS**, Texas Local Government Code Chapter 380 authorizes the City to make loans or grants of public funds for the purpose of promoting economic development and stimulating business and commercial activity within the City; and
- WHEREAS**, in consideration of the Developer’s commitment to the Project, the City desires to offer incentives to the Developer and its assigns to facilitate development of the Property via this Chapter 380 Economic Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. DEVELOPMENT AGREEMENT

- 1.1 Authority. This Agreement is made pursuant to Section 212.172 of the Texas Local Government Code, as amended, to facilitate the continuation of the extraterritorial status of the Property owned by Owner.
- 1.2 City Covenants.
 - 1.2.1 The City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by the City, and its immunity from City property taxes for the term of this Agreement and subject to the provisions of this Agreement. The City agrees not to annex the Property except voluntarily as provided in and according to this Agreement.
 - 1.2.2 The City shall execute concurrently with this Agreement a Chapter 380 Economic Development Agreement, contained in Section 2 herein, authorizing the issuance of a Chapter 380 Economic Development Grant in accordance with the provisions outlined therein.
- 1.3 Owner Covenants.
 - 1.3.1 Owner agrees that future development of the Property after voluntary annexation shall be as provided in the development plan outlined herein and shall conform to the uses and development standards as provided in and pursuant to this Agreement.
- 1.4 Project and Development Plan.
 - 1.4.1 Development of the property (the “Project”) after voluntary annexation shall encompass the following (“Development Plan”):
 - a. Development of the Property as a recreational vehicle campground to include up to 170 recreational vehicle spaces, and 70 elevated tent campsites with each elevated tent campsite to include a platform approximately thirty feet (30’) in diameter, as more particularly depicted on Exhibit “B”, attached hereto (the “Site Plan”) and incorporated fully herein;
 - b. Widening of Old River Crossing Road from North Nugent Avenue to Trail Rock Drive (“Road”) as described herein;
 - c. Construction and payment in full, of water and public sewer stub-outs along the Road as described herein; and
 - d. Amendments made from time to time through mutual written agreement of the Parties, subject to approval by the City Council; provided, however, the City’s

Chief Administrative Officer may approve modifications to the Site Plan that do not alter the use or increase the density of the Project. Amendment to the Project may result in an amendment to the Chapter 380 Economic Development Grant (“Grant”) awarded by the City for the Project as described herein.

1.4.2 The Project shall be developed pursuant to the performance criteria outlined in Sections 2.4 and 2.5 herein.

1.5 Governing Regulations. The development and use of the Property shall be governed by the terms of this Agreement and by applicable City code and regulations in effect as of the effective date of this Agreement.

SECTION 2. CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

2.1 Findings. In accordance with Texas Local Government Code Chapter 380 and the City’s Chapter 380 Economic Development Program and Policies, the City Council finds that the Project will serve a public purpose and benefit the City by, among other things, expanding the City’s property tax base and sales and use tax base, that such benefit is in the best interest of the residents of the City; and that issuance of an economic development grant is appropriate and proper.

2.2 Award and Payment.

2.2.1 Award. As consideration for development of the Project by the Developer in accordance with the performance criteria outlined herein, the City Council hereby awards to Developer a Chapter 380 Economic Development Grant consisting of the following:

A credit refund of fifty percent (50%) of the required building permit and plan review application fee(s) paid by the Developer and held by the City in the Permit Fees Escrow Account. Said reimbursement shall be issued upon fulfillment of all obligations by the Developer, including completion of the Project. This portion of the Grant expires upon payment by the City. In the event that the obligations are not satisfied or construction is not complete within the prescribed Project term, Developer shall no longer be entitled to receive any reimbursement under the terms herein, and the permit fees paid into the Permit Fees Escrow Account shall be paid into the General Fund of the City.

2.2.2 Award Payments Not Subject to Other Future Appropriation. All payments made by the City under this Agreement are reimbursements of the Developer’s fee payments and are subject to that collection. In the event the City does not receive fee payments from the Developer, the City shall not be liable to the Developer for payment reimbursements. This Agreement shall not be construed as a commitment,

issue, pledge or obligation of any other future specific taxes or tax revenues to provide for payment to the Developer.

2.2.3 Suspension or Termination of Award Payment.

2.2.3.1 The City may suspend payment if the Developer is in default of this Agreement and until such time that Developer cures the default.

2.2.3.2 Upon termination or expiration of this Agreement, the City shall not be required to pay, and the Developer shall not be entitled to receive any initial or further payments under this Agreement.

2.3 Effective Date; Term and Termination.

2.3.1 This Chapter 380 Economic Development Agreement shall be effective upon, and as of the date of, voluntary annexation of the Property as provided herein, and shall be in effect for a term of five (5) years unless terminated sooner as provided herein. A force majeure event may serve as cause to extend the term after expiration of the initial term.

2.3.2 This Chapter 380 Economic Development Agreement shall terminate:

- a. By reason of any Developer default as described herein;
- b. Failure by Developer to construct the Project as described herein, unless the Project design or construction plan has been amended in writing by mutual agreement of the Parties; or
- c. Failure to complete the Project within the prescribed timeframe.

2.4 Developer's Performance Criteria. For receipt of the Chapter 380 Grant, Developer agrees to perform and meet the following conditions and obligations:

2.4.1 Annexation. Developer shall submit to the City a voluntary petition for annexation of the Property within three (3) months of the effective date of this Agreement. Failure to submit a petition within the prescribed time period shall be considered a default and shall result in immediate termination of this Agreement.

2.4.2 Rezoning. Developer acknowledges that Chapter 14 Zoning of the City of Johnson City's Code of Ordinances provides that on annexation, a property is automatically zoned as residential. Contemporaneously with the petition for annexation of the Property, the Developer shall apply for rezoning of the Property for a use applicable to and in accordance with the Project.

2.4.3 Subdivision. The Parties agree that a subdivision plat will not be required for development of the Property unless the Property tract is to be subdivided. If a plat is required, Developer shall submit a plat application in accordance with Chapter

10, Subdivision Ordinance of the City of Johnson City's Code of Ordinances and shall pay all required City application fees relating to platting of the Property and to construction of required dedicated improvements, if any, on the Property.

2.4.4 Site Improvement Plan and Building Permit Application. Prior to construction, the Developer shall submit to the City a site improvement plan depicting and outlining the Project in accordance with Exhibit B, and also a building permit application accompanied by payment in full to be held by the City in escrow for purposes of the Grant as described herein.

2.4.5 Old River Crossing Road.

2.4.5.1 The Developer acknowledges that the Road will be essential for receiving services from the City and will provide a significant benefit to the Project. The Road is currently located within the City's ETJ, and upon annexation of the Property, the Road will be annexed by the City. To assist with facilitating annexation, the Developer shall construct and pay, in full, for water and public sewer stub-outs along the Road of a size mutually agreed upon between the Developer and Blanco County to service the Blanco County Fairgrounds located on Parcel ID Nos. 1729 and 2784, as identified by the Blanco County Appraisal District. In that construction and layout of the stub-outs are part of the Project, no costs nor fees, including impact fees, for connections by Blanco County will be assessed on Blanco County. Further, the City's annexation requirement for connection shall not apply.

2.4.5.2 The Developer acknowledges that the Project will create increased traffic and wear on the Road, and that the Road will require widening and an upgrade to accommodate the increased traffic circulation. In acknowledgement of the enhanced benefit that the Road will contribute to the Property and the Project, the Developer shall widen Old River Crossing between North Nugent Avenue and Trail Rock Drive up to a minimum of thirty feet (30'), in accordance with the City's Design Standards in effect at the execution date of this Agreement.

2.4.6 Water/Wastewater. The Developer shall submit payment of equivalent single-family unit (ESFU) impact fees (water and wastewater) for the Property based on the actual amount and size of the water meter(s) placed on the Property.

2.4.7 Project Term; Design and Construction. The Developer shall design, construct, and complete the Project within five years of the effective date of this Agreement, or the Project shall be deemed expired and this Agreement shall terminate. The Developer shall construct the Project in accordance with all applicable federal, state and local laws, codes, and regulations (or valid waiver thereof) in effect as of the effective date of this Agreement.

2.5 City's Performance Criteria. For issuance of the Chapter 380 Grant, the City agrees to perform and meet the following conditions and obligations:

2.5.1 Annexation. The City shall accept the voluntary petition for annexation of the Property and consider for approval within the authorized statutory timelines. In accordance with the annexation process, the City shall issue a service plan to include the terms of this Agreement. Failure by the City to meet the terms of the service plan shall constitute grounds for disannexation by the owner of the Property.

2.5.2 Rezoning. Developer acknowledges that the City is legally restricted from assigning a zoning designation to a property prior to annexation. Upon annexation and on the Developer's request for rezoning, the City shall review and consider within the authorized timelines a zoning classification which applies to and is in conformance with the Project, including rezoning as a Planned Unit Development with terms and development standards in accordance with the Project's use and design as contained in Exhibit B. In the unlikely event that the Property is not given a zoning designation authorizing the Project as a permitted use, Developer may seek to develop the Project pursuant to Chapter 245 and Section 43.002 of the Texas Local Government Code and as a non-conforming use under the Zoning Code, respectively, or in the alternative terminate this Agreement in accordance with Section 4.2.1.d of this Agreement.

2.5.3 Subdivision. Should platting be required, the City shall review and consider, within the authorized statutory timelines, the Developer's subdivision plat application under the Subdivision Ordinance rules and regulations in effect as of the effective date of this Agreement.

2.5.4 Old River Crossing Road. It is acknowledged that the Road is presently in the City's ETJ and owned by Blanco County. To accommodate water and wastewater line extensions to the Property, upon annexation of the Property, the City shall annex the Road.

2.5.5 Site Improvement Plan and Building Permit Application. Upon submission to the City of a site improvement plan by the Developer and receipt of the Developer's application and fee payment for a building permit, the City shall review the plan and shall issue, upon satisfactory review and within a reasonable time period, all necessary building permits for construction of the Project under the rules and regulations in effect as of the effective date of this Agreement. One (1) fully encompassing building permit and plan review fee shall issue to encompass development of the Project, such building permit to include multiple inspection requirements throughout the Project. The City shall hold the payment(s) for the building permit(s) in a Permit Fees Escrow Account during the duration of the Project and pending completion for purposes of the Grant described herein.

2.5.6 Water/Wastewater.

- 2.5.6.1 The City shall review applications for connections to the City's water and wastewater systems as contained in Chapter 13, Utilities of the City of Johnson City's Code of Ordinances and shall issue, upon satisfactory review and within a reasonable time period, all necessary permits. The City agrees to approve all required connections to the City water system and public sewer if the connections comply with applicable City ordinances and regulations, and, if applicable, extensions of City water and wastewater infrastructure to serve the Project.
- 2.5.6.2 The City will collect the equivalent single-family unit (ESFU) impact fees (water and wastewater) for the Property based on the actual amount and size of the water meter(s) placed on the Property.
- 2.5.6.3 The City warrants and represents that there is sufficient capacity in its water and wastewater systems to serve the Project.

SECTION 3. ADDITIONAL COVENANTS AND WARRANTIES

3.1 Owner and Developer Covenants. In furtherance of this Agreement, Owner and Developer make the following covenants and warranties that:

- a. Owner is the owner of the Property;
- b. Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during the term of this Agreement, and shall abide by all laws, regulations, and rules, including local ordinance;
- c. Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings;
- d. Owner and Developer shall timely and fully perform the obligations and duties contained in this Agreement;
- e. Developer shall use commercially reasonable efforts to complete the Project, and shall obtain or cause to be obtained, and pay for, all necessary and required building permits and approvals from City; and
- f. The Developer shall be solely responsible for and bear all costs, improvements, and expenses associated with the Project.

3.2 City Covenants. In furtherance of this Agreement, the City makes the following covenants and warranties that:

- a. The City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement;

- b. City approvals under this Agreement have been duly and validly authorized in accordance with all necessary City proceedings, findings and actions;
- c. This Agreement constitutes the legal, valid, and binding obligation of the City, and does not require the consent of any other governmental authority; and
- d. The City shall timely and fully perform the obligations and duties contained in this Agreement.

SECTION 4. TERM AND TERMINATION

4.1 Effective Date and Term. This Agreement shall be effective as of the date of the last signature of the Parties to this Agreement and shall be in effect for a term of five (5) years unless sooner terminated as provided herein. On or before expiration of the initial term, the Parties or their assigns may extend the term for a reasonable period after expiration of the initial term.

4.2 Termination and Default.

4.2.1 This Agreement shall terminate:

- a. Upon written notice by any Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured as provided herein; or
- b. Upon written notice by the City, if the Developer suffers an event of bankruptcy or insolvency; or
- c. Upon written notice by the City, if the Developer fails to submit a petition for voluntary annexation of the Property within three (3) months of the Effective Date; or
- d. Upon written notice by the Developer, if City has not rezoned the Property in accordance with the use of the Property and to accommodate the construction and operation of the Project. Termination in this regard shall serve as a basis for disannexation and permit the Developer to pursue disannexation of the Property on the basis of a failure to provide required services as provided for in Section 2.5.2 herein; or
- e. Upon written notice by the Developer, if the Developer elects not to proceed with the Project; or
- f. Upon written notice by Owner, if the Developer does not purchase the Property from Owner within 90 days after the Effective Date.

4.2.2 Default.

4.2.2.1 The following shall be considered an act of default:

- a. Failure by either Party to timely and fully perform the obligations and duties described in this Agreement; or

- b. Any false or substantially misleading statement made by either Party and contained herein.
- 4.2.2.2 No party shall be declared in default until written notice of the default has been given to the defaulting party. Such notice shall set forth, in reasonable detail, the nature of the default. The defaulting party shall be given thirty (30) calendar days after the receipt of such written notice to cure the default. A defaulting party shall not be declared in default, if, within the cure period, the defaulting party has commenced in a commercially reasonable manner to remove or cure such alleged default, provided that, in the event the alleged default cannot reasonably be removed or cured within the cure period, the defaulting party shall provide the non-defaulting party a commercially reasonable written timeline for removing or curing such alleged default and the Parties shall enter into a written agreement extending the cure period to a timeframe consistent with such timeline.
- 4.2.3 Termination of this Agreement shall mutually release the Parties of any further duty of performance.

SECTION 5. MISCELLANEOUS PROVISIONS

- 5.1 Chapter 245 Permit. This Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code. Ordinances and regulations applicable to this Project shall be those in effect as of the Effective Date of this Agreement and shall remain applicable provided the Project does not become dormant as defined by state law.
- 5.2 Binding Effect; Covenants Run with the Land. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 5.3 Assignment.
 - 5.3.1 This Agreement may not be assigned by the Owner and Developer without the express written consent of the City Council, except as provided in Section 5.3.2.
 - 5.3.2 Owner and Developer may assign, in whole or in part, its rights and obligations under this Agreement to any person(s) and/or entity(ies) purchasing all, or a portion, of the Property.
 - 5.3.3 In the event of an assignment of this Agreement, Owner and Developer shall be released from any obligations of this Agreement. Acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement from the owner, constitute such owner's assumption of the obligations of Developer.

- 5.3.4 The Owner and Developer shall record a written assignment of said rights in the Official Public Records of Blanco County, Texas in order to be effective. A copy shall be provided to the City.
- 5.4 Entire Agreement and Exhibits. This Agreement constitutes the entire Agreement between the Parties. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes.
- 5.5 Headings and Construction. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits.
- 5.6 Amendment. This Agreement may be amended only by the mutual written agreement of the Parties, subject to approval of the City Council. An amendment to the design and construction plans of the Project may subject the Chapter 380 Agreement to amendment.
- 5.7 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- 5.8 Force Majeure. If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the time period for performance of the obligations of either Party, to the extent affected by such act, shall be extended for a period no longer than two (2) years from the date of such event. Such cause shall be remedied with all reasonable diligence at the earliest practicable time. The term “force majeure” shall include acts of God, acts of a public enemy (including domestic and foreign terrorism), or orders of any kind of the Government of the United States or of the State of Texas impacting the Property or the Project.
- 5.9 Relationship of the Parties; No Third-Party Beneficiaries. This Agreement shall not be construed to create an agency, partnership, or joint venture of any type between the Parties. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement. The City will not be liable for any claims that may be asserted by any third party against the Developer or its consultants, contractors, subcontractors, or tenants occurring in connection with services performed by the Developer under this Agreement.

5.10 Litigation.

5.10.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Blanco County, Texas.

5.10.2 Dispute Resolution. Any dispute that may arise under this Agreement shall first be submitted to non-binding mediation or to alternative dispute resolution proceedings before litigation is filed in court.

5.10.3 Litigation Costs. In the event of litigation, each Party shall be responsible for its own litigation costs and fees, and waives its right to recovery from the prevailing Party of litigation costs and fees, including attorneys' fees.

5.10.4 Limitation of Damages. No Party will be liable to the other under this Agreement for consequential damages, including lost profits, or exemplary damages.

5.11 Waiver of Rights; Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise set forth herein.

5.12 Indemnity; Limitation on Liability. Each Party is deemed to have acted independently, and the City assumes no responsibilities or liabilities to third parties in connection with these actions. Owner and Developer agree to indemnify and hold harmless the City and its elected officials, officers, and employees from any claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever by a third party arising out of Owner's or Developer's performance of this Agreement. Nothing contained in this Agreement shall be construed as a waiver of or relinquishment of governmental or sovereign immunity by the City. The indemnity provided herein shall survive termination and/or expiration of this Agreement.

5.13 Texas Government Code Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, as amended, Developer, as project developer, certifies that Developer, and its branches, divisions and departments, do not and will not knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who

is not authorized under law to be employed in the United States. If during the term of this Agreement, Developer or any of its branches, divisions or departments is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%) calculated from the date of each payment of an economic development grant, not later than the 120th day after the date City notifies Developer of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past economic development grants and interest. The Developer shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Developer contracts.

- 5.14 Notice. Any notice given or required must be in writing and shall be delivered by personal delivery, or by depositing the same in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following addresses:

To the City:

City of Johnson City
Attn: Chief Administrative Officer
303 E. Pecan Drive (Physical)
P.O. Box 369 (Mailing)
Johnson City, Texas 78636

To the Owner:

Rodney Topper
P.O. Box 1821
Blanco, Texas 78606

To the Developer:

BSL JCTX, LP
4525 Guadalupe St., Ste. 100
Austin, Texas 78751

With copies to:

Christopher B. Bradford
Jackson Walker LLP
100 Congress Ave., Suite 1100
Austin, Texas 78701

Notice by mail shall be deemed effective three days after deposit. A Party may provide notice of a change of address to other Parties in accordance with this section.

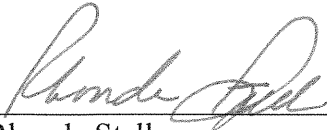
- 5.15 Authorization. The undersigned officers and/or agents of the Parties executing this Agreement represent that each is the properly authorized person to execute this Agreement on behalf of the respective party.

- 5.16 Duplicates. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.
- 5.17 Recording. Upon execution, this Agreement shall be recorded by the Owner or Developer in the Official Public Records of Blanco County, Texas. A copy of the recorded instrument shall be provided to the City.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement on the dates indicated below and is effective as of the date of the last signature.

Signature pages follow.

CITY: CITY OF JOHNSON CITY, TEXAS

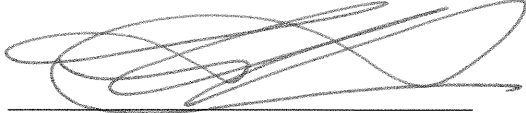


Rhonda Stell

Mayor

Date: 8/9/21

Attest:



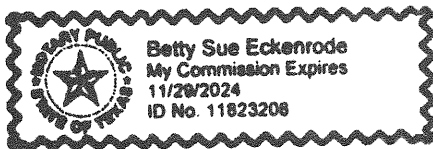
Rick Schroder


Chief Administrative Officer/City Secretary

Date: 8/9/21

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 9th day of August, 2021 by RHONDA STELL, Mayor of the CITY OF JOHNSON CITY, TEXAS, a Texas Type A general law municipality, on behalf of said municipality, known to me to be the person whose name is subscribed to the foregoing instrument.





Notary Public

Date: 8-9-2021

Development Agreement and
Chapter 380 Economic Development Agreement
City of Johnson City – Topper -- BSL JCTX, LP

OWNER:

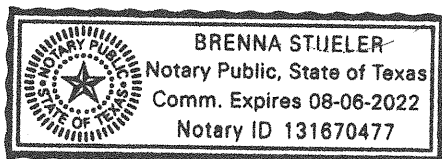


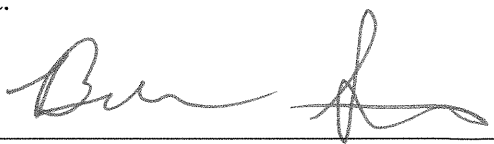
Rodney Topper
Owner

Date: 8-26-21

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 26th day of August, 2021 by Rodney Topper, owner of the Property described herein, known to me to be the person whose name is subscribed to the foregoing instrument.





Notary Public
Date: 8-26-21

DEVELOPER: BSL JCTX, LP, a Texas limited partnership

[Signature]
Signature

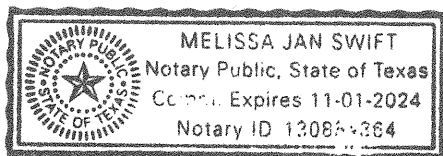
Tim Hatch
Printed Name

Manager - General Partner
Title

Date: 8-13-21

ACKNOWLEDGEMENT

This instrument was acknowledged before me on this 13 day of August, 2021 by TIM Hatch, on behalf of Blue Sky Outdoor Living LLC, General Partner of BSL JCTX, LP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument.



Melissa Swift
Notary Public

Date: 8-13-21

Development Agreement and
Chapter 380 Economic Development Agreement
City of Johnson City – Topper -- BSL JCTX, LP

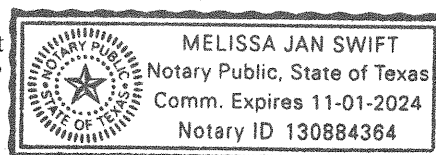
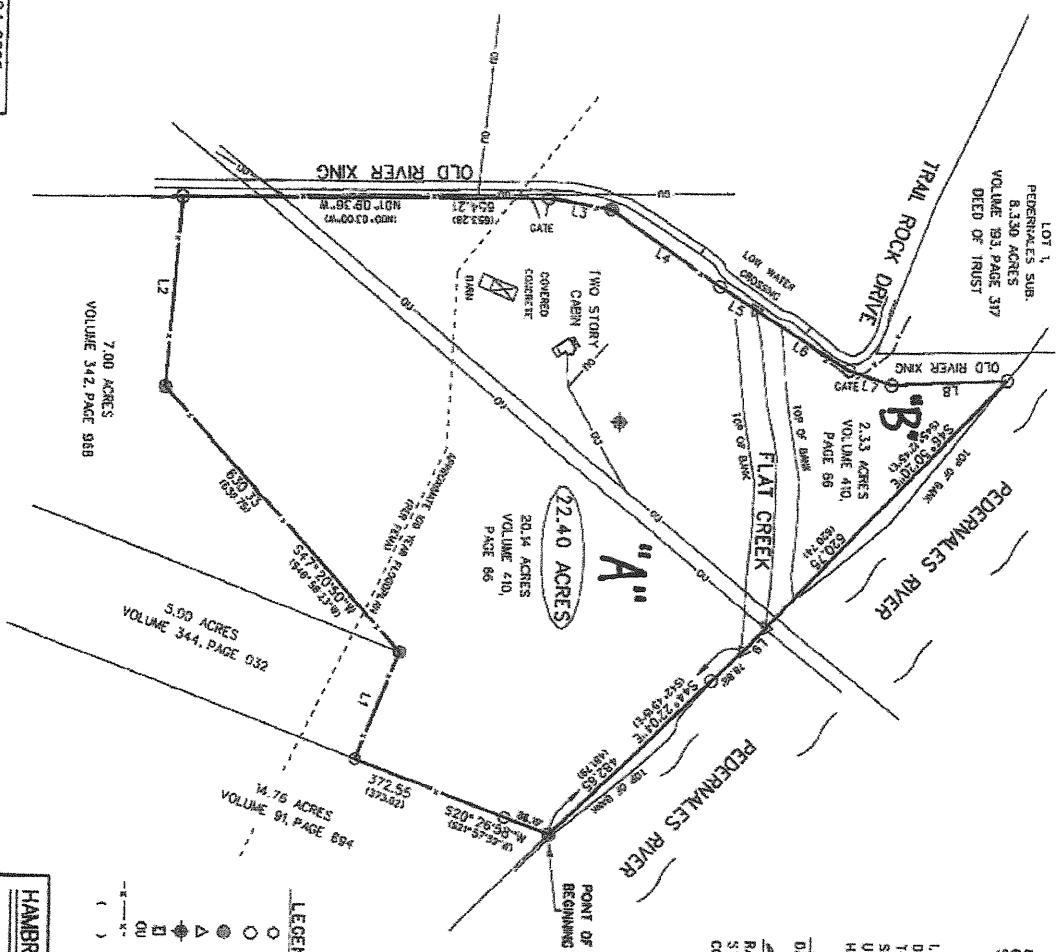


EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION AND SURVEY

DATE: 06-24-2020
 FILE NAME: 020-086
 JOB NO: 020-086



EASEMENTS AS LISTED IN SCHEDULE B OF NATIONAL INVESTORS TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE OF NO. 2020259 EFFECTIVE JUNE 11, 2020 AFFECTING THE SUBJECT PROPERTY ARE SHOWN HEREON.

I, RANDALL H. HAMBRICHT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY TO PROTECT FORTHE NATIONAL INVESTORS TITLE INSURANCE COMPANY GUARANTEE TITLE COMPANY AND LENDER THAT HAVE MADE A SURVEY ON THE GROUND OF THE PROPERTY SHOWN HEREON AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, VISIBLE UTILITY LINES OR EASEMENTS KNOWN TO ME EXCEPT AS SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY.

DATE: 06-21-2022

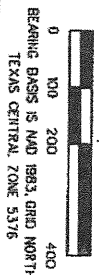
RANDALL H. HAMBRICHT, R.P.L.S.
 STATE OF TEXAS REGISTRATION NO. 5263
 COUNTY SURVEYOR, BLANCO COUNTY, TEXAS



LINE	DIRECTION	DISTANCE
L1	N69°13'34"W	208.95
L2	N69°28'42"W	1704.80
L3	N69°28'42"W	1335.76
L4	N69°28'42"W	118.40
L5	N113°25'09"E	237.89
L6	N113°25'09"E	423.80
L7	N113°25'09"E	75.50
L8	N113°25'09"E	182.51
L9	N113°25'09"E	182.51

LEGEND

- FENCE POST AS NOTED IN FIELD NOTES
- 1/2" IRON ROD SET
- 1/2" IRON ROD FOUND
- △ CALCULATED POINT
- ⊙ WATER WELL
- ⊙ ELECTRIC METER
- ⊙ OVERHEAD UTILITIES
- ⊙ WIRE FENCE
- () RECORD INFORMATION



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MAP TO ACCOMPANY FIELD NOTE NO. 020-086
 SURVEY OF 22.40 ACRES,
 BEING SITUATED IN THE JACK SHACKLEFORD
 SURVEY NO. 41, ABSTRACT NO. 561,
 BLANCO COUNTY, TEXAS

EXHIBIT “B”
PROJECT SITE PLAN

LOT 1,
PEDERNALES SUB.
8.330 ACRES
TIME 193, PAGE 317
DEED OF TRUST

Key not Drawn to
same Scale as Drawing

