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Item – 51
December 15, 2020
Economic and Community Development

The Court hereby ordered and approved a motion approving a Chapter 381 Economic Development Agreement with HPSA Land Partners LLC for a 10-year economic development grant in the amount $2,200,000. (Record)

A motion was presented by County Commissioner Kevin A. Wolff, duly seconded by County Commissioner Sergio "Chico" Rodriguez, which motion was voted on as follows: Commissioners S. Rodriguez, J. Rodriguez, Wolff, Calvert, and Judge Wolff voting "Aye".

Item Number: 51
(for Comm Ct use only)

AGENDA COORDINATION FORM
Bexar County Commissioners Court

Type of Agenda Item (Choose one): Ceremonial ☐	Special Presentation ☐	Time Certain ☐	Consent ☒	Individual ☐
Sponsoring Office/Department: Economic Development	Recipient Agency / Individual Name:			
Contact Person: Deborah Carter	Phone Number: 335-2619	Court Date Requested: December 15, 2020		
Presenter: Deborah Carter	Phone Number: 335-2619	Deadline for Action: December 15, 2020		
Audio / Visual Presentation: Y ☐ N ☒	PowerPoint? Y ☐ N ☒	ADA Assistance Required (type): No		
Official/Department Head Signature: DCarter		Small, Minority, Women-owned Business Enterprise (SMWBE): Impact: Y ☐ N ☒		

CAPTION:
Approval of a Chapter 381 Economic Development Agreement with HPSA Land Partners LLC for a 10-year economic development grant in the amount $2,200,000.

ESTIMATED PRESENTATION TIME: N/A

BACKGROUND:

HPSA Land Partners LLC is developing the Project, which will be served by the Woodlake Parkway Improvements. The extension of Woodlake Parkway provides an additional connection between IH-10 and Binz Engleman, improving road connectivity, access to schools and traffic concerns for County residents. HPSA has completed the construction of the Woodlake Parkway Improvements and met the Affordable Housing Goal as described below.

Bexar County Commissioners Court has authorized certain economic development grants to HPSA in recognition of the positive economic benefits that will accrue to the County through the HPSA's efforts to continue to develop the Project, including the construction of Woodlake Parkway and the sale of affordable lots for single-family housing.

HPSA has met the affordable housing goal of constructing a minimum of two hundred and five (205) newly constructed single-family houses within the Development Area sold after January 1, 2018 shall not exceed two hundred thousand dollars ($200,000.00) in price ("Affordable Housing Maximum Cost"). Starting with the 2019 calendar year, the Affordable Housing Maximum Cost shall increase annually five percent (5%) to account for inflation and rising material and labor costs.

The Final Woodlake Parkway Construction Costs as of the Effective Date are $2,902,642.81. The total Economic Development Grant to be paid to HPSA Land Partners, LLC is not to exceed the maximum grant amount of $2,200,000.00. The County shall provide Developer with ten (10) Annual Economic Development Grant Payments, each in the amount of $220,000.00 beginning upon invoice by HPSA starting in the County's 2021 fiscal year (October 1, 2020 – September 30, 2021).

This item requests the Court's approval of the 381 Economic Development Agreement.

RECOMMENDED MOTION:
Approval of a Chapter 381 Economic Development Agreement with HPSA Land Partners LLC for a 10-year economic development grant in the amount $2,200,000.

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Item Number: _____
(For PRM use only)

FISCAL ASSESSMENT: APPLICABLE Yes ☐ No ☐ Fiscal Note ☐

1	Is this a revenue or expense?	Revenue ☐	Expense ☐
2	Dollar amount of revenue or expense associated with item?	NA	
3	Is this a budgeted revenue or expense?	Yes ☐	No ☐
4	Does this item require additional staff?	Yes ☐	No ☐
5	Will this increase your current budget?	Yes ☐	No ☐
6	Impact on future Budget? If Yes, Explain in Comments.	Yes ☐	No ☐
7	Current End-of-Year Expenditure Estimate-for impacted Object Code(s)?		
8	If an expense, what is the current Object Code budget amount?		
9	If an expense, are sufficient funds currently budgeted in the Object Code?	Yes ☐	No ☐
10	If an expense, are sufficient funds currently budgeted in the Appropriation	Yes ☐	No ☐
11	List impacted offices or departments or note if countywide:		
12	Company:		
13	Accounting Unit / Account Category:		
14	Activity:		
15	If this is a grant, what is the estimated amount of program income?		
16	If this is a grant, what is the amount of Grantor funding?		
17	If this is a grant, what is the required County cash match?		
18	If this is a grant, what is the required County in-kind/allocation match?		
19	If this is a grant, was item approved by the Grant Review Committee?	Yes ☐	No ☐
20	Comments:		
21	Coordinated by: Monica Martinez	Verified By:	

SCCAB 13-1 Tab

STATE OF TEXAS	§	**CHAPTER 381 ECONOMIC**
	§	**DEVELOPMENT AGREEMENT FOR**
	§	**WOODLAKE PARKWAY EXTENSION**
COUNTY OF BEXAR	§	**PROJECT**

This Chapter 381 Economic Development Agreement (this "Agreement") is entered into between HPSA Land Partners LLC, a Texas limited liability company, validly existing, in good standing and authorized to do business under the laws of the State of Texas, (the "Developer"), and Bexar County, Texas, a political subdivision of the State of Texas (the "County"). The County and Developer may be collectively referenced herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, pursuant to the authority granted under Article 3, Section 52-a of the Texas Constitution, the Texas Legislature has determined through Section 381.004(b)(1) and (3) of the Texas Local Government Code that a public purpose is served by a county stimulating business and commercial activity by developing and administering a program for: state and local economic development and for stimulating, encouraging and developing business location and commercial activity in a county, and a county commissioners court may grant public money towards such a program; and

WHEREAS, Developer is the developer of approximately 465 acres of land within Bexar County north of IH-10, south of Binz Engleman and east of Foster Road (the "Property"), as further described in the attached Exhibit "A"; and

WHEREAS, Developer has master planned the Property, commonly known as the Horizon Pointe and Ackermann Gardens developments, to include single-family, multi-family, and commercial development, including affordable housing in this United States Department of Agriculture Rural Development eligible property and roadway infrastructure improvements (the "Project"), as further shown in the attached Exhibit "B"; and

WHEREAS, Developer and its predecessors have invested over approximately nine million nine hundred sixty thousand dollars ($9,960,000.00) in public roadway infrastructure improvements in the Project; and

WHEREAS, Developer and the County mutually agree that the complete extension of Woodlake Parkway will provide an additional connection between IH-10 and Binz Engleman and access to schools, benefitting residents of Bexar County; and

WHEREAS, the total cost of constructing the Woodlake Parkway extension is approximately three million three hundred twenty-four thousand five hundred sixty-two dollars ($3,324,562.00); and

WHEREAS, Developer is agreeable to constructing (or causing to be constructed) the extension of Woodlake Parkway through the Project as a Secondary Arterial in accordance with the City of San Antonio's Major Thoroughfare Plan to support connectivity goals of the County; and

WHEREAS, the development of the Project will add significant new revenues to the County's tax base, which will help stimulate the overall local economy; and

WHEREAS, the Developer is selling single-family residential lots within the Project below the average cost of similar lots within Bexar County; and

WHEREAS, the Bexar County Commissioners Court has authorized certain economic development grants to the Developer in recognition of the positive economic benefits that will accrue to the County through the Developer's efforts to continue to develop the Project, including the construction of Woodlake Parkway and the sale of affordable lots for single-family housing.

NOW, THEREFORE, in consideration of the mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Developer agree as follows:

ARTICLE I
AUTHORITY

The County's execution of this Agreement is authorized by Chapter 381, Texas Local Government Code.

ARTICLE II
DEFINITIONS

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 "Annual Economic Development Grant" means the amount paid by the County annually to the Developer under the terms of this Agreement.

2.2 "Effective Date" means the date this Agreement has been signed by both the County and the Developer.

2.3 "Final Woodlake Parkway Construction Costs" shall mean the actual hard costs incurred by Developer for the construction of the Woodlake Parkway Improvements, as further outlined in Exhibit "B".

2.4 "Force Majeure" means any delay incurred by either party because of matters beyond such party's reasonable control, such as: labor disputes; acts of God; judicial orders; war; riot; excessive rain event or other abnormal weather event; and civil commotion, fire, or other casualty; and unforeseen subsurface conditions that require delay pursuant to regulation or court order.

2.5 "Real Property" or "Property" for purposes of this Agreement shall mean the parcel(s) of land on which the Project is located. An exhibit of the Real Property is attached as Exhibit "A" and is incorporated herein for all purposes.

2.6 "Eligible Property" for purposes of this Agreement shall mean the portion of the Property on which housing to satisfy the Affordable Housing Goal is or will be located. An exhibit showing

the Eligible Property is attached hereto as Exhibit "C" and incorporated herein for all purposes.

2.7 "Woodlake Parkway Improvements" means collectively the design and construction of the extension of Woodlake Parkway and related infrastructure to Binz Engleman, including, but not limited to, site work, utility work (water, sewer, electric, and stormwater improvements), installation of traffic signals, adjustments to the County installed traffic signal at Binz Engleman, road construction, installation of signage, and installation of sidewalks, as more particularly described on Exhibit "B" attached hereto and made a part hereof.

ARTICLE III
PURPOSE; TERM

3.1 Purpose. Developer owns and/or is developing the Project, which will be served by the Woodlake Parkway Improvements. The extension of Woodlake Parkway provides an additional connection between IH-10 and Binz Engleman, improving road connectivity and traffic concerns for County residents. Developer has completed the construction of the Woodlake Parkway Improvements and met the Affordable Housing Goal as described below.

3.2 Term. This Agreement will begin upon the Effective Date and, provided the terms and conditions of this Agreement are satisfied, will terminate following Developer's receipt of the tenth consecutive Annual Economic Development Grant from the County (the "Term").

ARTICLE IV
WOODLAKE PARKWAY IMPROVEMENTS

4.1 Cost Estimate. The Final Woodlake Parkway Construction Costs as of the Effective Date are TWO MILLION NINE HUNDRED TWO THOUSAND SIX HUNDRED FORTY-TWO DOLLARS AND EIGHTY-ONE CENTS ($2,902,642.81). As further outlined in Article V, the total Economic Development Grant to be paid to Developer is not to exceed **TWO MILLION TWO HUNDRED THOUSAND DOLLARS AND NO CENTS ($2,200,000.00)** ("Maximum Grant Amount").

4.2 Maintenance. Developer agrees to maintain the Woodlake Parkway Improvements that it owns in good repair and condition until final acceptance by the County, not to be unreasonably withheld, conditioned, or delayed.

4.3 Reporting. The County may require that the reports include information on capital expenditures, to include purchase order numbers, vendor names, and dollar amounts paid for actual costs associated with the Woodlake Parkway Improvements. These reports must be prepared and administered in accordance with generally accepted accounting principles. In addition, the County may require information related to the Affordable Housing component of this Project, such as confirmation that sales price is less than the Affordable Housing Maximum Cost (as defined in Article VI herein) and addresses.

ARTICLE V
ECONOMIC DEVELOPMENT GRANTS

5.1 Annual Grant Payments. Subject to Developer's continued fulfillment of all the terms, conditions, representations and warranties contained in this Agreement, the County shall provide Developer with ten (10) Annual Economic Development Grant Payments, each in the amount of **TWO HUNDRED TWENTY THOUSAND DOLLARS AND NO CENTS ($220,000.00)**. The initial Annual Economic Development Grant Payment shall be available upon invoice by Developer starting in the County's 2021 fiscal year (October 1, 2020 – September 30, 2021). Upon invoice by Developer, County will provide an Annual Economic Development Grant Payment in accordance with the Prompt Payment Act for a total of **TEN (10)** consecutive years, including the initial Annual Economic Development Grant Payment.

5.2 Lawful Funds. Notwithstanding anything in this Agreement to the contrary, the Annual Economic Development Grants provided to Developer pursuant to this Agreement will be paid solely from lawfully available funds that have been appropriated by the County. Under no circumstances will the County's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, none of the County's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution. Consequently, notwithstanding any other provision of this Agreement, the County has no obligation or liability to pay any funds unless the County appropriates funds to make such payment during the fiscal year in which such funds are payable.

ARTICLE VI
DEVELOPER COMMITMENT

6.1 Affordable Housing Goal. Developer has met a minimum of two hundred and five (205) newly constructed single-family houses within the Development Area sold after January 1, 2018 shall not exceed two hundred thousand dollars ($200,000.00) in price ("Affordable Housing Maximum Cost"). Starting with the 2019 calendar year, the Affordable Housing Maximum Cost shall increase annually five percent (5%) to account for inflation and rising material and labor costs. The requirements of this Section 6.1 shall be referred to in this Agreement as the "Affordable Housing Goal."

6.2 Reporting of New Housing Costs. Developer shall submit evidence documenting the number of new single-family houses sold within the Eligible Property that satisfy the Affordable Housing Goal. The parties mutually agree that this documentation shall be in the form of an affidavit from homebuilders documenting the housing that they constructed during the applicable Reporting Period that meet the qualifications of the Affordable Housing Goal. An example of an affidavit is included as Exhibit "E" to this Agreement. The reporting requirements of this Section 6.2 shall no longer be required once the Affordable Housing Goal has been satisfied.

ARTICLE VII
RESERVED

ARTICLE VIII
DEVELOPER'S REPRESENTATIONS

8.1 Developer makes the following covenants and warranties to County, and individually agrees to timely and fully perform the following obligations and duties:

8.1.1 Developer represents that the execution and performance of this Agreement has been duly authorized by its governing authority and does not require the consent or approval of any other person which has not been obtained. Additionally, the individual executing this Agreement on behalf of Developer represents, warrants, assures and guarantees that he or she has full legal authority to execute this Agreement on behalf of Developer and to bind Developer to all terms, performances and provisions herein contained. In the event that a dispute arises as to the legal authority of either Developer, or the person signing on behalf of Developer, to enter into this Agreement, County shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement. In addition, Developer has executed the attached corporate resolution attached as Exhibit "F", documenting the authority of the individual executing this Agreement to do so on behalf of Developer.

8.1.2 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 during the Term.

8.1.3 Developer represents that it has no knowledge of any claims, proceedings, or lawsuits alleging violations of any federal, state, or local environmental statute, law, ordinance, or regulations relating to the Project.

8.1.4 Then are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Developer has not been informed of any potential involuntary bankruptcy proceedings.

8.1.5 To its current, actual knowledge, the Developer has acquired and maintained, or will acquire and maintain, all necessary rights, licenses, permits and authority to carry on its business in Bexar County, Texas, and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

8.1.6 Developer shall timely and fully comply with all of the terms and conditions of this Agreement, subject to Force Majeure.

8.1.7 Developer represents that, as of the Effective Date, no interest in the Property is presently held by or leased to, and warrants that it shall not sell or lease an interest in such property to, a member of the Commissioners Court or any office or employee of the County, so long as this Agreement is in effect. The foregoing limitation shall not apply to sales of individual residential condo or housing units, or the lease of multi-family rental units entered into by the Developer or its successor in the ordinary course of business so long as Developer does so at market rates and on the terms and conditions which are equal to those terms and conditions contained in purchase and sale agreements or tenant leases entered into by homeowners or tenants not affiliated with this Agreement.

8.1.8 Developer represents that as of the Effective Date, the Eligible Property is within an area eligible for United States Department of Agriculture (USDA) Rural Development housing financial assistance.

8.1.9 Developer agrees to pay, before the delinquency date, all of its Ad Valorem Taxes due with respect to any property located in Bexar County. This provision shall not be interpreted as a limitation or prohibition on Developer's right to protest and/or contest appraisals on any property located in Bexar County.

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ARTICLE IX
INDEMNIFICATION

9.1 DEVELOPER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COUNTY AND ITS ELECTED OFFICIALS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY AND COLLECTIVELY AN "INDEMNIFIED PARTY") FROM AND AGAINST ANY AND ALL COSTS, LIABILITY, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING REASONABLE ATTORNEY FEES AND DEFENSE COSTS, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH, AND PROPERTY DAMAGE MADE UPON THE INDEMNFIED PARTY ARISING OUT OF, RESULTING FROM, OR RELATED TO THE ACTS, ERRORS OR OMISSIONS OF DEVELOPER, INCLUDING ITS EMPLOYEES, OFFICERS, AGENTS AND SUBCONTRACTORS WHILE IN THE PERFORMANCE OF THIS AGREEMENT. COUNTY SHALL HAVE THE RIGHT, AT ITS OPTION AND ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS SECTION. DEVELOPER SHALL PROMPTLY ADVISE THE INDEMNIFIED PARTY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE DEVELOPER OR THE INDEMNIFIED PARTY WHICH RELATES TO OR ARISES OUT OF THE DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT. NOTHING IN THIS SECTION SHALL BE INTERPRETED TO CONSTITUTE A WAIVER OF ANY GOVERNMENTAL IMMUNITY AVAILABLE UNDER TEXAS LAW OR ANY AVAILABLE DEFENSES UNDER TEXAS LAW. THE PROVISIONS OF THIS ARTICLE ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO AND DO NOT CREATE OR GRANT ANY RIGHTS, CONTRACTUALLY OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARTICLE X
GOODWILL BENEFITS

10.1 Developer, as the recipient of County economic development grants, will make a good faith effort to provide goodwill benefits to the County community. These goodwill benefits may include completed, current or planned benefits which can be in-kind donations, monetary donations or service donations to local non-profits, community organizations or national organizations directly assisting citizens of the County.

ARTICLE XI
DEVELOPER DEFAULT

11.1 Should the Developer fail to comply with any material obligation under this Agreement

(subject in all cases to Force Majeure), following sixty (60) days' written notice thereof delivered by the County, such failure shall be an Act of Default by the Developer, and the County may cease making any further Annual Economic Development Grants until such Act of Default is cured. The Developer shall not be required to refund to the County Annual Economic Development Grants or any other money grants and consideration previously paid to it by the County prior to such cessation of payments for work completed on the Woodlake Parkway Improvements.

11.2 Notwithstanding anything herein to the contrary, the Developer shall be liable to the County only for direct and actual damages occasioned by an Act of Default and not for any alleged consequential, punitive, exemplary, or special damages.

11.3 Any waiver granted by the County to the Developer of an Act of Default shall not be deemed to be or constitute a waiver of any other existing or future Act of Default by the Developer or of a subsequent Act of Default of the same act or event by the Developer.

ARTICLE XII
COUNTY'S LIABILITY LIMITATIONS

12.1 Should the County fail to timely comply with its obligations under this Agreement, following sixty (60) days' written notice thereof delivered by the Developer, such failure shall be an Act of Default by the County.

12.2 The Developer specifically agrees that the County shall only be liable to the Developer for the amount of the Annual Economic Development Grants that it is required to pay to the Developer for actual costs incurred related to the Woodlake Parkway Improvements and shall not be liable to the Developer for any other actual or consequential damages, direct or indirect, or any other interest for any Act of Default by the County under the terms of this Agreement.

12.3 It is further specifically agreed that the County shall only be required to pay the Annual Economic Development Grants solely out of the Ad Valorem Tax Revenues.

ARTICLE XIII
PRIOR AGREEMENTS SUPERSEDED

13.1 This Agreement, including the exhibits, constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter.

ARTICLE XIV
LIMITATION OF LIABILITY

14.1 Developer shall not be liable for the design, construction, operation or maintenance of the Woodlake Parkway Improvements following County acceptance.

ARTICLE XV
ASSIGNMENT OR TRANSFER OF INTEREST

15.1 Neither Party may assign its rights, privileges and obligations under this Agreement, in

whole or in part, without the prior written consent of the other Party, unless the assignment is to a related entity in which case consent shall not be required. Any attempt to assign without such approval shall be void. If the Agreement is assigned to a related entity, the non-assigning Party shall be notified within thirty (30) calendar days following the effective date of the assignment.

15.2 Any restrictions in this Agreement on the transfer or assignment of Developer's interest in this Agreement shall not apply to and shall not prevent the assignment of all or a portion of the Annual Economic Development Grants to a lending institution or other provider of capital for the Project. In no event shall the County be obligated in any way to said financial institution or other provider of capital.

ARTICLE XVI
AMENDMENT

16.1 No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and be duly executed by the Parties hereto.

ARTICLE XVII
LEGAL CONSTRUCTION

17.1 In case 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 invalid, illegal or unenforceable provision shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE XVIII
FORCE MAJEURE

18.1 Neither Party shall be responsible for delays or lack of performance by such entity or its officials, agents, or employees which result from acts of Force Majeure, including acts beyond that entity's reasonable control, such as acts of God, acts of war, strikes or other labor disturbances, delays by federal or state officials in issuing necessary regulatory approvals and/or licenses, or other unavoidable causes not attributable to the fault or negligence of the Developer or County. In the event of any delay or failure excused by this Article, the time for delivery or performance shall be extended for a reasonable time period to compensate for such delay.

ARTICLE XIX
COMPLIANCE WITH LAWS AND ORDINANCES

19.1 Both Parties shall comply with all federal, state and local laws and ordinances, in connection with the work and services performed under this Agreement.

ARTICLE XX
TEXAS LAW TO APPLY

20.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties created hereunder are performable in San Antonio, Bexar

County, Texas.

ARTICLE XXI
RELATIONSHIP OF PARTIES

21.1 Developer and County represent, warrant, certify and agree that neither this Agreement, nor the exhibits, nor any part of the relationship between the parties hereto shall be construed in any way or operate as creating a joint venture, partnership or other business entity between Developer and County.

ARTICLE XXII
NOTICES

22.1 All notices required to be given under this Agreement shall be in writing and either shall be personally served with a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the property party at the address which appears below, or at such other address as the Parties may hereafter designate in accordance herewith. All notices given by mail shall be deemed to have been given at the time of deposit in the United States mail and shall be effective from such date.

If to COUNTY:	County Judge 101 West Nueva, Suite 1019 San Antonio, Texas 78205-3482
With a copy to:	Public Works Director/County Engineer 233 North Pecos, Suite 420 San Antonio, Texas 78207
and:	Commissioner, Precinct 4 101 West Nueva, Suite 1009 San Antonio, Texas 78205-3481
and:	Executive Director Economic Development Department 101 West Nueva, Suite 944 San Antonio, Texas 78205-3450
and:	Chief, Civil Section Bexar County District Attorney's Office 101 West Nueva, Suite 727 San Antonio, Texas 78205-3039
If to Developer:	HPSA Land Partners LLC Attn.: J.L. Guerra, Jr. (Joey Guerra) 16607 Blanco Road, Suite 707 San Antonio, Texas 78232
With a copy to:	Killen, Griffin & Farrimond, PLLC

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Attn.: Ashley Farrimond
100 N.E. Loop 410, Suite 650
San Antonio, Texas 78216

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ARTICLE XXIII
INCORPORATION OF OTHER DOCUMENTS

23.1 The following exhibits are attached hereto and incorporated herein for all purposes:

Exhibit "A" Description of the Real Property

Exhibit "B" Description of Woodlake Parkway Improvements and Budget

Exhibit "C" Eligible Property

Exhibit "D" County Acceptance of Woodlake Parkway Improvements

Exhibit "E" Homebuilder Affidavit

Exhibit "F" Agreement Resolution/Authorization

ARTICLE XXIV
CERTIFICATION

24.1 Developer, by execution of this Agreement and in accordance with Chapter 2264 of the Texas Government Code, agrees not to knowingly employ any undocumented workers at the Project site during the Term. If Developer is convicted of a violation under 8 U.S.C. Section 1324a (f), then this Agreement shall terminate immediately without any cure period, and Developer shall repay the County all of the Annual Economic Development Grant funds Developer has received under this Agreement. The County shall provide written notice to Developer of such a breach ("Violation Notice") and within one hundred twenty (120) days after the Violation Notice is sent, Developer shall repay the County all of the Annual Economic Development Grant funds Developer has received under this Agreement with interest to be calculated in accordance with the money judgment rate set forth in Section 304.003 of the Texas Finance Code, as may be amended from time to time, from the date of the expiration of the one hundred twenty (120) day period following the Violation Notice referenced above until paid. The County, in its sole discretion, may extend the period for repayment set forth herein. In addition, Developer agrees to pay all costs and expenses, including attorney's fees, incurred by the County in enforcing this provision.

ARTICLE XXV
REQUIRED CERTIFICATIONS

25.1 By execution of this Agreement, the undersigned representative of and duly authorized agent for Developer verifies, represents and warrants that:

a) In accordance with Texas Government Code § 2270, Developer does not boycott Israel currently and will not boycott Israel during the Term of this Agreement; and

b) In accordance with Texas Government Code § 2252, Developer is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code.

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ARTICLE XXVI
MULTIPLE COUNTERPARTS

26.1 This Agreement may be executed in separate identical counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and all such separate identical counterparts shall constitute one and the same instrument.

Remainder of Page Intentionally Left Blank
Signature Pages to Follow

ARTICLE XXVI
COMMISSIONERS COURT AUTHORIZATION

This Agreement was approved by Order of the Commissioners Court dated December 15, 2020 authorizing the County Judge to execute this Agreement on behalf of COUNTY.

EXECUTED IN DUPLICATE ORIGINALS, each of which shall have the full force and effect of an original, on this 15 day of December, 2020.

COUNTY OF BEXAR

By: _____
NELSON W. WOLFF,
County Judge

ATTEST:

_____
LUCY ADAME-CLARK
County Clerk

HPSA Land Partners LLC,
a Texas Limited Liability Company

By: Integrated Asset Management, Inc.,
a Texas Corporation,
its Manager

By: _____
Name: J. L. Guerra, Jr.
Title: President
Date: 11/10/2020

APPROVED AS TO LEGAL FORM:
Criminal District Attorney
County of Bexar, Texas

_____
for GERARD A. CALDERON
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

_____
LEO S. CALDERA, CIA, CGAP
County Auditor

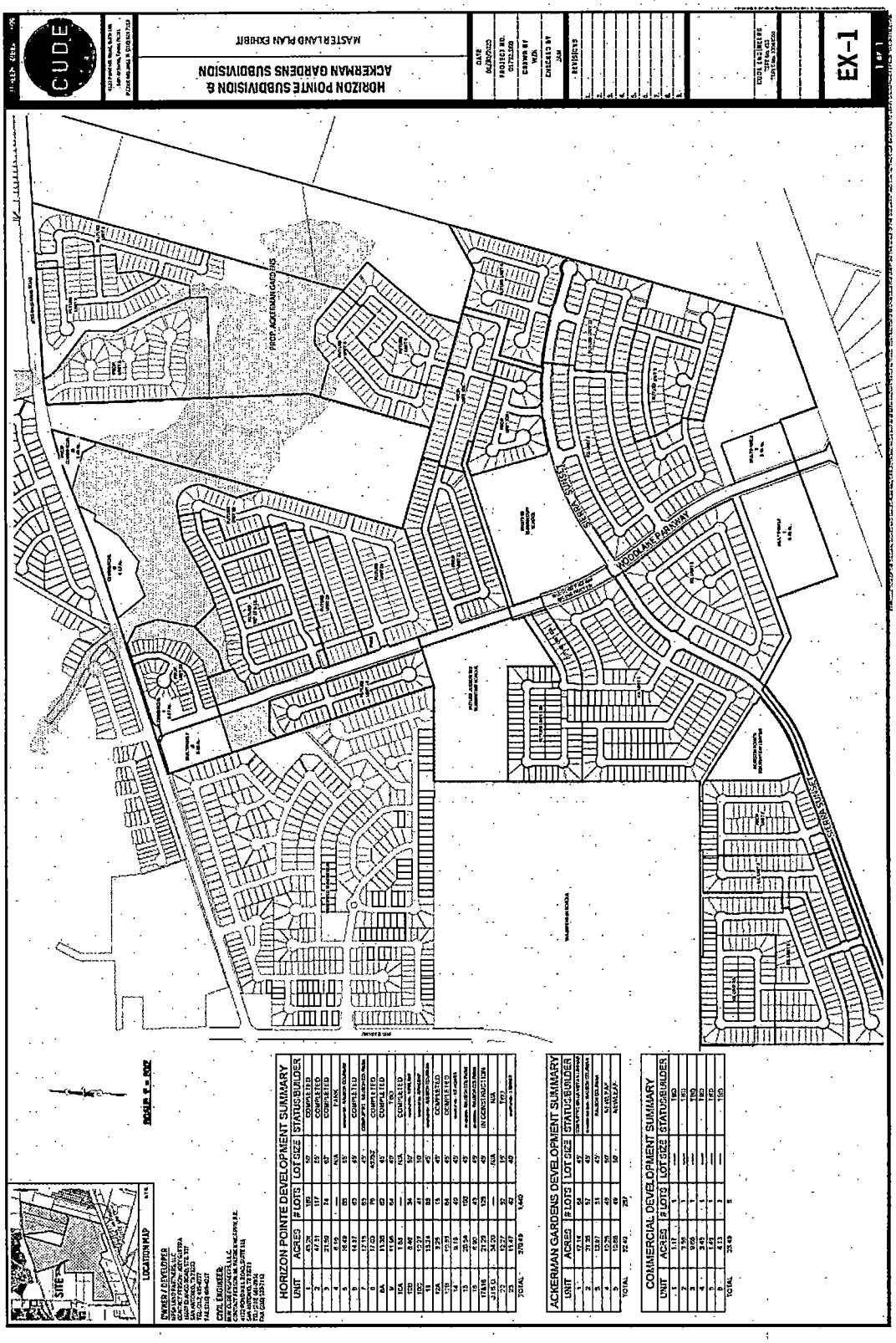
_____
DAVID SMITH
County Manager

APPROVED:

_____
DAVID MARQUEZ
Executive Director of Economic &
Community Development

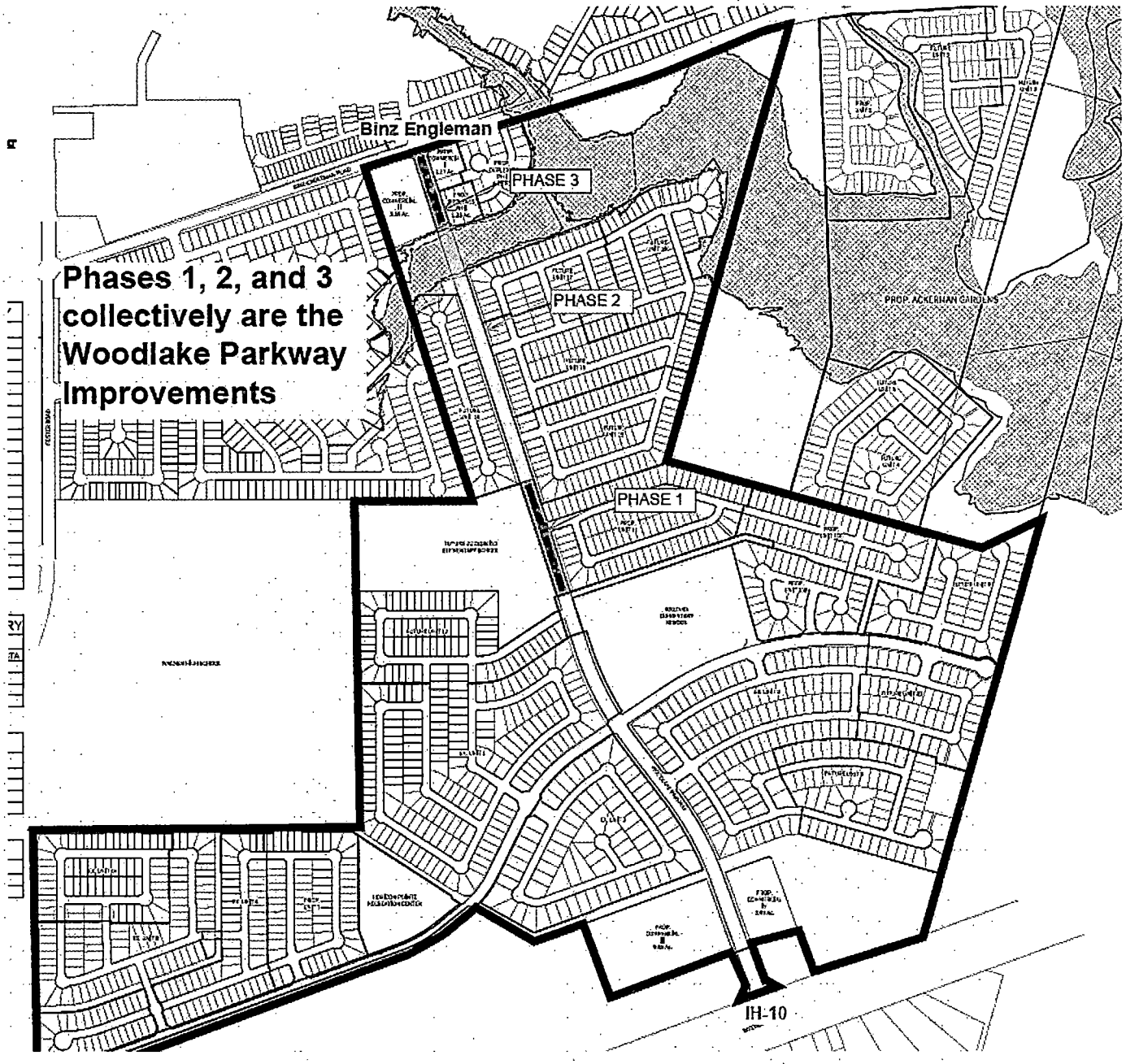
VOL 12513 PG 03

EXHIBIT "A"
Property Description



VOL 12518 PG 69

EXHIBIT "B"
Woodlake Parkway Improvements



VOL 1251 PG 610

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Constructior

TO (OWNER): HPSA Land Partners, LLC

PROJECT: 20-17-1924 Horizon Pointe Woodlake Parkway Extention

APPLICATION NO: Seven (7)

PERIOD TO: 7/1/18-7/31/18

Distribution	
$	4,498.17
$	449.82
$	4,048.35

ENGINEER: Cude Engineers

DNT CONSTRUCTION INVOICE NO. 1924-7W

CONTRACT DATE:

DNT Construction
P O Box 6210
Round Rock, Texas 78683

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$0.00	$0.00
Approved this Month			
Number	Date Approved		
1			
2			
3			
4			
	TOTALS	$0.00	$0.00
Net change by Change Orders		$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DNT CONSTRUCTION

By: Yesenia Flores Date: 7/25/18

Yesenia Flores, Contract Administrator

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet Attached

1	ORIGINAL CONTRACT SUM	$ 490,135.75
2	Net change by Change Orders	$ -
3	CONTRACT SUM TO DATE	$ 490,135.75
4	TOTAL COMPLETED & STORED TO DATE (Column G on J703)	$ 490,135.75
5	Retainage:	
	a. 10 % of Cpt Wk $ 49,013.58 (Column D + E on J703)	
	b. 10 % of Stored Mtl $ - (Column F on J703)	
	Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	$ 49,013.58
6	TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	$ 441,122.17
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	$ 437,073.82
8	CURRENT PAYMENT DUE	$ 4,048.35
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ 49,013.58

State of: TEXAS County of: TRAVIS
Subscribed and sworn to before me this 25 day of July 2018
Notary Public: Kristyne Baran
My Commission expires: March 18, 2020 Kristyne Baran

KRISTYNE BARAN
Notary Public, State of Texas
Comm. Expires 03-18-2020
Notary ID 130688620

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER

By: Date: 7-26-18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 20-17-1924

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: Seven (7)
PROGRESS PAYMENT PERIOD: 6/30/2017

Secondary Arterial Improvements					CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	STREET EXCAVATION	4,493.00	CY	2.70	$12,131.10	4493.00	0.00	4493.00	$12,131.10	$12,131.10	$0.00	100%
2	STREET EMBANKMENT	2.00	CY	1.77	$3.54	2.00	0.00	2.00	$3.54	$3.54	$0.00	100%
3	8" LIME STABILIZED SUBGRADE (39 LB/SY)	5,003.00	SY	6.77	$33,870.31	5003.00	0.00	5003.00	$33,870.31	$33,870.31	$0.00	100%
4	21" FLEX. BASE (SECONDARY ARTERIAL)	5,003.00	SY	23.73	$118,721.19	5003.00	0.00	5003.00	$118,721.19	$118,721.19	$0.00	100%
5	1.5" TYPE "D" ASPHALT (SECONDARY ARTERIAL)	5,003.00	SY	7.42	$37,122.26	5003.00	0.00	5003.00	$37,122.26	$37,122.26	$0.00	100%
6	2.5" TYPE "C" ASPHALT (SECONDARY ARTERIAL)	5,003.00	SY	11.88	$59,435.64	5003.00	0.00	5003.00	$59,435.64	$59,435.64	$0.00	100%
7	8" Flex Base (Temp Turnaround)	775.00	SY	12.54	$9,718.50	775.00	0.00	775.00	$9,718.50	$9,718.50	$0.00	100%
8	3" HMAC (Temp Turnaround)	775.00	SY	9.75	$7,556.25	775.00	0.00	775.00	$7,556.25	$7,556.25	$0.00	100%
9	GEOGRID (UX 5)	5,003.00	SY	3.92	$19,611.76	5003.00	0.00	5003.00	$19,611.76	$19,611.76	$0.00	100%
10	CONCRETE CURB	2,802.00	LF	10.37	$29,056.74	2802.00	0.00	2802.00	$29,056.74	$29,056.74	$0.00	100%
11	HEADER CURB	60.00	LF	10.50	$630.00	60.00	0.00	60.00	$630.00	$630.00	$0.00	100%
12	CONCRETE WALK	972.00	SY	45.63	$44,352.36	972.00	0.00	972.00	$44,352.36	$44,352.36	$0.00	100%
13	BROKEN WHITE STRIPE (TYPE II C-R SPACED @ 30')	717.00	LF	3.01	$2,158.17	0.00	717.00	717.00	$2,158.17	$0.00	$2,158.17	100%
14	8" WIDE SINGLE WHITE LINE	624.00	LF	3.75	$2,340.00	0.00	624.00	624.00	$2,340.00	$0.00	$2,340.00	100%
15	4" CONCRETE MEDIAN CAP	179.00	SY	6.26	$1,120.54	179.00	0.00	179.00	$1,120.54	$1,120.54	$0.00	100%
16	16" C-900 WATER MAIN, CLASS 150 DR 18	750.00	LF	71.86	$53,895.00	750.00	0.00	750.00	$53,895.00	$53,895.00	$0.00	100%
17	16" GATE VALVE & BOX, COMPLETE	1.00	EA	8,782.89	$8,782.89	1.00	0.00	1.00	$8,782.89	$8,782.89	$0.00	100%
18	STANDARD F.H. COMPLETE W/ VALVE	1.00	EA	3,680.50	$3,680.50	1.00	0.00	1.00	$3,680.50	$3,680.50	$0.00	100%
19	16"x2" TEMPORARY BLOWOFF	1.00	EA	2,555.29	$2,555.29	1.00	0.00	1.00	$2,555.29	$2,555.29	$0.00	100%
20	16"x2" PERMANENT BLOWOFF	1.00	EA	3,149.99	$3,149.99	1.00	0.00	1.00	$3,149.99	$3,149.99	$0.00	100%
21	HYDROSTATIC TEST	1.00	EA	3,137.56	$3,137.56	1.00	0.00	1.00	$3,137.56	$3,137.56	$0.00	100%
22	TRENCH EXCAVATION PROTECTION	750.00	LF	0.59	$442.50	750.00	0.00	750.00	$442.50	$442.50	$0.00	100%
23	8" SANITARY SEWER PIPE (6' - 8')	174.00	LF	26.40	$4,593.60	174.00	0.00	174.00	$4,593.60	$4,593.60	$0.00	100%
24	8" SANITARY SEWER PIPE, SDR-26 (8' - 10')	126.00	LF	29.68	$3,739.68	126.00	0.00	126.00	$3,739.68	$3,739.68	$0.00	100%
25	8" SANITARY SEWER PIPE, SDR-26 (10' - 12')	172.00	LF	31.77	$5,464.44	172.00	0.00	172.00	$5,464.44	$5,464.44	$0.00	100%
26	8" SANITARY SEWER PIPE, SDR-26 (12' - 14')	80.00	LF	36.51	$2,920.80	80.00	0.00	80.00	$2,920.80	$2,920.80	$0.00	100%
27	STANDARD MANHOLES	3.00	EA	4,068.37	$12,205.11	3.00	0.00	3.00	$12,205.11	$12,205.11	$0.00	100%
28	EXTRA DEPTH - MANHOLES	12.80	VF	470.19	$6,018.43	12.80	0.00	12.80	$6,018.43	$6,018.43	$0.00	100%
29	TELEVISE SEWER MAIN	552.00	LF	2.08	$1,148.16	552.00	0.00	552.00	$1,148.16	$1,148.16	$0.00	100%
30	TRENCH EXCAVATION PROTECTION	552.00	LF	1.23	$673.44	552.00	0.00	552.00	$673.44	$673.44	$0.00	100%
					$490,135.75				$490,135.75	$485,637.58	$4,498.17	100%
TOTAL CONTRACT					$490,135.75				$490,135.75	$485,637.58	$4,498.17	100%

TOTAL COMPLETED TO DATE	$	490,135.75
TOTAL COMPLETED/ STORED TO DATE	$	490,135.75
RETAINAGE HELD	$	49,013.58
TOTAL CPLT LESS RETAINAGE	$	441,122.17
LESS PREVIOUS BILLINGS	$	437,073.82
CURRENT PAYMENT DUE	$	4,048.35

ORIGINAL CONTRACT AMOUNT	$	490,135.75
CONTRACT CHANGES	$	-
TOTAL CONTRACT W/ CHANGES	$	490,135.75
WORK COMPLETED TO DATE	$	490,135.75
BALANCE TO COMPLETE	$	-

Woodlake Parkway Phase 2 Construction Hard Costs

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Constructior

TO (OWNER):	PROJECT: 20-18-2025	APPLICATION NO:	Twelve (12)	Distribution
HPSA Land Partners, llc	Horizon Pointe Woodlake Parkway 2		Retainage	$ -
16607 Blanco Rd 707		PERIOD TO:	11/1/19 -11/30/19	$ -
San Antonio, TX 78232				$ -
	ENGINEER	DNT CONSTRUCTION		
DNT Construction	Cude Engineers	INVOICE NO.	2025-12WRET	
P O Box 6210	4122 Pond Hill Road, Ste 101			
Round Rock, Texas 78683	San Antonio, TX 78231	CONTRACT DATE:		

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet Attached

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$0.00	$0.00
Approved this Month			
Number	Date Approved		
1	14-Jan-19	$5,704.84	
2	22-Aug-19	$32,250.00	
3			
4			
	TOTALS	$37,954.84	$0.00
Net change by Change Orders		$37,954.84	

1	ORIGINAL CONTRACT SUM	$ 1,774,099.84
2	Net change by Change Orders	$ 37,954.84
3	CONTRACT SUM TO DATE	$ 1,812,054.68
4	TOTAL COMPLETED & STORED TO DATE (Column G on J703)	$ 1,812,054.68
5	Retainage:	
	a. 10 % of Cpt Wk $ - (Column D + E on J703)	
	b. _10_% of Stored Mtl $ - (Column F on J703)	
	Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	$ -
6	TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	$ 1,812,054.68
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	$ 1,630,849.21
8	CURRENT PAYMENT DUE	$ 181,205.47
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DNT CONSTRUCTION

By: Yesenia Flores Date: 11-25-19

Yesenia Flores, Contract Administrator

State of: TEXAS County of: TRAVIS

Subscribed and sworn to before me this 25 day of November, 2019

Notary Public: Kristyne Baran

My Commission expires: March 18, 2020 Kristyne Baran

KRISTYNE BARAN
Notary Public, State of Texas
Comm. Expires 03-18-2020
Notary ID 130588620

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for.)

ENGINEER

By: Date: 12-1-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 20-18-2025

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: Twelve (12)
PROGRESS PAYMENT PERIOD: 11/1/19 -11/3(

ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Clearing	5.00	AC	$ 1,426.21	$7,131.05	5.00	0.00	5.00	$7,131.05	$7,131.05	$0.00	100%
2	STREET EXCAVATION	9,389	CY	$ 2.70	$25,350.30	9389.00	0.00	9389.00	$25,350.30	$25,350.30	$0.00	100%
3	STREET EMBANKMENT	10,412	CY	$ 1.77	$18,429.24	10412.00	0.00	10412.00	$18,429.24	$18,429.24	$0.00	100%
4	Import	1,218	CY	$ 13.50	$16,443.00	1218.00	0.00	1218.00	$16,443.00	$16,443.00	$0.00	100%
5	5" Lime Stabilized Subgrade (45 LB/SY)	11,726	SY	$ 7.98	$93,573.48	11726.00	0.00	11726.00	$93,573.48	$93,573.48	$0.00	100%
6	18.5" Flex Base	11726	SY	$ 22.57	$264,655.82	11726.00	0.00	11726.00	$264,655.82	$264,655.82	$0.00	100%
7	2" Asphalt	10365	SY	$ 9.75	$101,058.75	10365.00	0.00	10365.00	$101,058.75	$101,058.75	$0.00	100%
8	3" Asphalt	10365	SY	$ 13.96	$144,695.40	10365.00	0.00	10365.00	$144,695.40	$144,695.40	$0.00	100%
9	GEOGRID (TX 5)	11726	SP	$ 3.92	$45,965.92	11726.00	0.00	11726.00	$45,965.92	$45,965.92	$0.00	100%
10	CONCRETE CURB	6485	LF	$ 10.37	$67,249.45	6485.00	0.00	6485.00	$67,249.45	$67,249.45	$0.00	100%
11	Header Curb	80	LF	$ 10.50	$840.00	80.00	0.00	80.00	$840.00	$840.00	$0.00	100%
12	CONCRETE WALK	2198	SY	$ 45.63	$100,284.74	2198.00	0.00	2198.00	$100,284.74	$100,284.74	$0.00	100%
13	Barricade post	12	GA	$ 210.55	$2,526.60	12.00	0.00	12.00	$2,526.60	$2,526.60	$0.00	100%
14	Signage Stripe	1	LS	$ 8,839.44	$8,839.44	1.00	0.00	1.00	$8,839.44	$8,839.44	$0.00	100%
15	Saw cut Pavement	140	LF	$ 5.16	$722.40	140.00	0.00	140.00	$722.40	$722.40	$0.00	100%
16	Demo Temp Turnaround	1.00	LS	$ 5,925.38	$5,925.38	1.00	0.00	1.00	$5,925.38	$5,925.38	$0.00	100%
17	SIFT FENCE	370	LF	$ 4.43	$1,639.10	370.00	0.00	370.00	$1,639.10	$1,639.10	$0.00	100%
18	Rock Berm	100	LF	$ 42.65	$4,265.00	100.00	0.00	100.00	$4,265.00	$4,265.00	$0.00	100%
19	CONCRETE WASHOUT PIT	1	EA	$ 858.85	$858.85	1.00	0.00	1.00	$858.85	$858.85	$0.00	100%
20	STABILIZED CONST. ENTRANCE	1	EA	$ 1,658.47	$1,658.47	1.00	0.00	1.00	$1,658.47	$1,658.47	$0.00	100%
21	Inlet protection	110	LF	$ 18.15	$1,996.50	110.00	0.00	110.00	$1,996.50	$1,996.50	$0.00	100%
22	STAGING AREA	1	EA	$ 1,184.62	$1,184.62	1.00	0.00	1.00	$1,184.62	$1,184.62	$0.00	100%
23	2 -4 " Sch40 conduit	305	LF	$ 25.25	$7,701.25	305.00	0.00	305.00	$7,701.25	$7,701.25	$0.00	100%
24	30" Steel Casing	40	LF	$ 188.33	$7,533.20	40.00	0.00	40.00	$7,533.20	$7,533.20	$0.00	100%
25	5" C-900 WATER MAIN, CLASS 200	220	LF	$ 24.87	$5,471.40	220.00	0.00	220.00	$5,471.40	$5,471.40	$0.00	100%
26	1 6" C-900 WATER MAIN, CLASS 150 DR 18	1667	LF	$ 71.85	$119,790.62	1667.00	0.00	1667.00	$119,790.62	$119,790.62	$0.00	100%
27	5" Gate Valve & box, Complete	3	EA	$ 1,644.46	$4,933.38	3.00	0.00	3.00	$4,933.38	$4,933.38	$0.00	100%
28	16" Gate Valve & Box Complete	2	EA	$ 8,782.89	$17,565.78	2.00	0.00	2.00	$17,565.78	$17,565.78	$0.00	100%
29	STANDARD F.H. COMPLETE W/ VALVE	2	EA	$ 3,580.50	$7,161.00	2.00	0.00	2.00	$7,161.00	$7,161.00	$0.00	100%
30	CAST IRON FITTINGS	3.75	TN	$ 6,160.02	$23,100.08	3.75	0.00	3.75	$23,100.08	$23,100.08	$0.00	100%
31	16"X2" PERM BLOWOFF	1	EA	$ 3,149.99	$3,149.99	1.00	0.00	1.00	$3,149.99	$3,149.99	$0.00	100%
32	6"X2" TEMPORARY BLOWOFF	1	EA	$ 2,555.29	$2,555.29	1.00	0.00	1.00	$2,555.29	$2,555.29	$0.00	100%
33	6"x2" PERM BLOWOFF	2	EA	$ 2,429.89	$4,859.78	2.00	0.00	2.00	$4,859.78	$4,859.78	$0.00	100%
34	6"x2" TEMP BLOWOFF	1	EA	$ 2,372.99	$2,372.99	1.00	0.00	1.00	$2,372.99	$2,372.99	$0.00	100%
35	Water Tie Ins	2	EA	$ 13,063.33	$26,126.66	2.00	0.00	2.00	$26,126.66	$26,126.66	$0.00	100%
36	HYDRO STATIC TEST	1	EA	$ 3,137.56	$3,137.56	1.00	0.00	1.00	$3,137.56	$3,137.56	$0.00	100%
37	TRENCH EXCAVATION PROTECTION	1,887	LF	$ 0.59	$1,113.33	1887.00	0.00	1887.00	$1,113.33	$1,113.33	$0.00	100%
38	CAST IRON METER BOXES	2	EA	$ 242.69	$485.38	2.00	0.00	2.00	$485.38	$485.38	$0.00	100%
39	1" SINGLE WATER SERVICE - SHORT	1	EA	$ 799.22	$799.22	1.00	0.00	1.00	$799.22	$799.22	$0.00	100%
40	3/4" IRRIGATION SERVICE	1	EA	$ 1,019.03	$1,019.03	1.00	0.00	1.00	$1,019.03	$1,019.03	$0.00	100%
41	3 0" Steel Casing	100	LF	$ 188.33	$18,833.00	100.00	0.00	100.00	$18,833.00	$18,833.00	$0.00	100%
42	30" Bore	100	LF	$ 537.88	$53,788.00	100.00	0.00	100.00	$53,788.00	$53,788.00	$0.00	100%
43	Water Tie Ins	2	EA	$ 13,063.33	$26,126.66	2.00	0.00	2.00	$26,126.66	$26,126.66	$0.00	100%
44	15' CURB INLET	9.50	CY	$ 2,009.78	$19,092.91	9.50	0.00	9.50	$19,092.91	$19,092.91	$0.00	100%
45	20' CURB INLET	11.76	CY	$ 2,009.78	$23,635.01	11.76	0.00	11.76	$23,635.01	$23,635.01	$0.00	100%
46	(5) 7x3 MBC	570	LF	$ 551.88	$314,571.60	570.00	0.00	570.00	$314,571.60	$314,571.60	$0.00	100%
47	Headwalls	38	CY	$ 1,078.23	$40,972.74	38.00	0.00	38.00	$40,972.74	$40,972.74	$0.00	100%
48	CONCRETE Repair	188	SY	$ 119.53	$22,471.64	188.00	0.00	188.00	$22,471.64	$22,471.64	$0.00	100%
49	Barrle Blocks	7.50	CY	$ 6,500.28	$48,752.10	7.50	0.00	7.50	$48,752.10	$48,752.10	$0.00	100%
50	4" Gabion Mattress	35	SY	$ 166.57	$5,829.95	35.00	0.00	35.00	$5,829.95	$5,829.95	$0.00	100%
51	Metal Beam Guard Fence	370	LF	$ 128.92	$47,700.40	370.00	0.00	370.00	$47,700.40	$47,700.40	$0.00	100%
52	Trench Protection	120	LF	$ 1.22	$146.40	120.00	0.00	120.00	$146.40	$146.40	$0.00	100%
					$1,774,099.84				$1,774,099.84	$1,774,099.84	$0.00	100%

Change order #1 ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Borrow Site Clearing	4	AC	$ 1,426.21	$5,704.84	4.00	0.00	4.00	$5,704.84	$5,704.84	$0.00	100%
					$5,704.84				$5,704.84	$5,704.84	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 20-18-2025

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: Twelve (12)
PROGRESS PAYMENT PERIOD: 11/1/19 -11/3(

Change order #2 ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Lime Material - Addl 25% @ Remix	64	TN	$ 190.00	$12,160.00	64.00	0.00	64.00	$12,160.00	$12,160.00	$0.00	100%
2	Additional Geogrid	9,800	SY	$ 2.05	$20,090.00	9800.00	0.00	9800.00	$20,090.00	$20,090.00	$0.00	100%
					$32,250.00				$32,250.00	$32,250.00	$0.00	100%

TOTAL CONTRACT					$1,812,054.68				$1,812,054.68	$1,812,054.68	$0.00	100%

TOTAL COMPLETED TO DATE	$	1,812,054.68
TOTAL COMPLETED/ STORED TO DATE	$	1,812,054.68
RETAINAGE HELD	$	-
TOTAL CPLT LESS RETAINAGE	$	1,812,054.68
LESS PREVIOUS BILLINGS	$	1,630,849.21
CURRENT PAYMENT DUE	$	181,205.47

ORIGINAL CONTRACT AMOUNT	$	1,774,099.84	$0.00
CONTRACT CHANGES	$	37,954.84	
TOTAL CONTRACT W/ CHANGES	$	1,812,054.68	
WORK COMPLETED TO DATE	$	1,812,054.68	
BALANCE TO COMPLETE	$	-	

Woodlake Parkway Phase 3 Construction Hard Costs

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Construction

TO (OWNER):	PROJECT: 20-18-2025	APPLICATION NO:	Ten (10)	Distribution
JGRCBB Investments, LLC	Horizon Pointe 23		Retainage	$ -
16607 Blanco Rd 707	*including Woodlake Parkway Phase 3	PERIOD TO:	11/1/19-11/30/19	$ -
San Antonio, TX 78232				$ -
	ENGINEER	DNT CONSTRUCTION		
DNT Construction	Cude Engineers	INVOICE NO.	2025-10U23RET	
P O Box 6210	4122 Pond Hill Road, Ste 101			
Round Rock, Texas 78683	San Antonio, TX 78231	CONTRACT DATE:		

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet Attached

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$0.00	$0.00
Approved this Month			
Number	Date Approved		
1	22-Aug-19	$129,646.85	
2			
3			
4			
	TOTALS	$129,646.85	$0.00
Net change by Change Orders		$129,646.85	

1	ORIGINAL CONTRACT SUM	$ 1,321,932.54
2	Net change by Change Orders	$ 129,646.85
3	CONTRACT SUM TO DATE	$ 1,451,579.39
4	TOTAL COMPLETED & STORED TO DATE (Column G on J703)	$ 1,451,579.39
5	Retainage:	
	a. 10 % of Cpt Wk $ - (Column D + E on J703)	
	b. _10_% of Stored Mtl $ - (Column F on J703)	
	Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)	$ -
6	TOTAL EARNED LESS RETAINAGE (Line 4 less 5 Total)	$ 1,451,579.39
7	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates)	$ 1,306,421.46
8	CURRENT PAYMENT DUE	$ 145,157.93
9	BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: DNT CONSTRUCTION

By: Yesenia Flores Date: 11-25-19
Yesenia Flores, Contract Administrator

State of: TEXAS County of: TRAVIS
Subscribed and sworn to before me this 25 day of November 2019
Notary Public: Kristyne Baran
My Commission expires: March 18, 2020

KRISTYNE BARAN
Notary Public, State of Texas
Comm. Expires 03-18-2020
Notary ID 130566620

ENGINEER CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER
By: Date: 12-1-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 20-18-2025

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: Ten (10)
PROGRESS PAYMENT PERIOD: 11/1/19-11/30

VOL 12516 PG 16

Street Improvements												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Clearing	6.50	AC	$ 1,425.21	$9,270.37	6.50	0.00	6.50	$9,270.37	$9,270.37	$0.00	100%
2	Street Excavation	1,880	CY	$ 2.70	$5,076.00	1880.00	0.00	1880.00	$5,076.00	$5,076.00	$0.00	100%
3	Street Embankment	956	CY	$ 1.77	$1,692.12	956.00	0.00	956.00	$1,692.12	$1,692.12	$0.00	100%
4	Lot Excavation	677	CY	$ 2.12	$1,435.24	677.00	0.00	677.00	$1,435.24	$1,435.24	$0.00	100%
5	Lot Embankment	9,258	CY	$ 1.80	$16,664.40	9258.00	0.00	9258.00	$16,664.40	$16,664.40	$0.00	100%
6	Import	7,356	CY	$ 3.40	$25,010.40	7356.00	0.00	7356.00	$25,010.40	$25,010.40	$0.00	100%
7	6" Lime Stabilized Subgrade (34LB/SY)	2,971	SY	$ 6.35	$18,865.85	2971.00	0.00	2971.00	$18,865.85	$18,865.85	$0.00	100%
8	8" Lime Stabilized Subgrade (45LB/SY) Local B	1,568	SY	$ 7.98	$12,512.64	1568.00	0.00	1568.00	$12,512.64	$12,512.64	$0.00	100%
9	TX-5 Geogrid	4,539	SY	$ 3.92	$17,792.88	4539.00	0.00	4539.00	$17,792.88	$17,792.88	$0.00	100%
10	9" Flex Base (Local A)	2,971	SY	$ 12.78	$37,968.38	2971.00	0.00	2971.00	$37,968.38	$37,968.38	$0.00	100%
11	16.5 Flex Base (Local B)	1,568	SY	$ 21.87	$34,292.16	1568.00	0.00	1568.00	$34,292.16	$34,292.16	$0.00	100%
12	16.5 Flex Base (Local B)	1,303	SY	$ 21.87	$28,498.61	1303.00	0.00	1303.00	$28,498.61	$28,498.61	$0.00	100%
13	2" Asphalt (local A)	2,687	SY	$ 9.75	$26,198.25	2687.00	0.00	2687.00	$26,198.25	$26,198.25	$0.00	100%
14	3" Asphalt (Local B)	1,423	SY	$ 13.96	$19,865.08	1423.00	0.00	1423.00	$19,865.08	$19,865.08	$0.00	100%
15	10" ATB	40	LF	$ 63.88	$2,555.20	40.00	0.00	40.00	$2,555.20	$2,555.20	$0.00	100%
16	CONCRETE CURB	2,164	LF	$ 10.37	$22,440.68	2164.00	0.00	2164.00	$22,440.68	$22,440.68	$0.00	100%
17	Header Curb	65	SY	$ 10.50	$682.50	65.00	0.00	65.00	$682.50	$682.50	$0.00	100%
18	Concrete Wall	300	LS	$ 45.63	$13,689.00	300.00	0.00	300.00	$13,689.00	$13,689.00	$0.00	100%
19	Signage Stripe	1	LS	$ 4,899.71	$4,899.71	1.00	0.00	1.00	$4,899.71	$4,899.71	$0.00	100%
20	Remove Stripe	1	LS	$ 2,778.59	$2,778.59	1.00	0.00	1.00	$2,778.59	$2,778.59	$0.00	100%
21	Saw cut Pavement	90	LF	$ 4.35	$391.50	90.00	0.00	90.00	$391.50	$391.50	$0.00	100%
22	Silt Fence	1,045	LF	$ 4.43	$4,629.35	1045.00	0.00	1045.00	$4,629.35	$4,629.35	$0.00	100%
23	Rock Berm	25	LF	$ 42.65	$1,066.25	25.00	0.00	25.00	$1,066.25	$1,066.25	$0.00	100%
24	Concrete Washout Pit	1	EA	$ 858.85	$858.85	1.00	0.00	1.00	$858.85	$858.85	$0.00	100%
25	Stabilized Const. Entrance	1	EA	$ 1,658.47	$1,658.47	1.00	0.00	1.00	$1,658.47	$1,658.47	$0.00	100%
26	Inlet Protection	75	LF	$ 18.15	$1,361.25	75.00	0.00	75.00	$1,361.25	$1,361.25	$0.00	100%
27	Staging Area	1.00	EA	$ 1,184.62	$1,184.62	1.00	0.00	1.00	$1,184.62	$1,184.62	$0.00	100%
					$313,337.35				$313,337.35	$313,337.35	$0.00	100%

Drain Improvements												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	24" Arch RCP pipe	115	LF	$ 265.93	$30,581.95	115.00	0.00	115.00	$30,581.95	$30,581.95	$0.00	100%
2	24" rcp	165	LF	$ 82.57	$13,624.05	165.00	0.00	165.00	$13,624.05	$13,624.05	$0.00	100%
3	(2) 24" HDPE	260	LF	$ 55.89	$14,531.40	260.00	0.00	260.00	$14,531.40	$14,531.40	$0.00	100%
4	20' Curb Inlet (2.5' Deep)	11.76	CY	$ 2,009.78	$23,635.01	11.76	0.00	11.76	$23,635.01	$23,635.01	$0.00	100%
5	10' Elevated Sidewalk W/ Armor Curb	10	CY	$ 2,209.36	$22,093.60	10.00	0.00	10.00	$22,093.60	$22,093.60	$0.00	100%
6	Concrete Rip Rap	45	SY	$ 119.53	$5,378.85	45.00	0.00	45.00	$5,378.85	$5,378.85	$0.00	100%
7	Headwalls	12	CY	$ 1,078.23	$12,938.76	12.00	0.00	12.00	$12,938.76	$12,938.76	$0.00	100%
8	Baffle Blocks	0.5	CY	$ 6,500.28	$3,250.14	0.50	0.00	0.50	$3,250.14	$3,250.14	$0.00	100%
9	Excavation	322	CY	$ 5.43	$1,748.46	322.00	0.00	322.00	$1,748.46	$1,748.46	$0.00	100%
10	Embankment	10	CY	$ 4.85	$48.50	10.00	0.00	10.00	$48.50	$48.50	$0.00	100%
11	Pipe Railing	35	LF	$ 82.92	$2,902.20	35.00	0.00	35.00	$2,902.20	$2,902.20	$0.00	100%
12	Trench Protection	407	LF	$ 1.22	$496.54	407.00	0.00	407.00	$496.54	$496.54	$0.00	100%
					$131,229.46				$131,229.46	$131,229.46	$0.00	100%

Sewer Improvements												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	6" Sanitary sewer pipe (0'-6')	133.00	LF	$ 23.88	$3,176.04	133.00	0.00	133.00	$3,176.04	$3,176.04	$0.00	100%
2	8" Sanitary sewer pipe (6'-8')	875	LF	$ 26.40	$23,100.00	875.00	0.00	875.00	$23,100.00	$23,100.00	$0.00	100%
3	8" Sanitary Sewer Pipe ,SDR-26 (8'-10')	54	LF	$ 29.66	$1,602.72	54.00	0.00	54.00	$1,602.72	$1,602.72	$0.00	100%
4	8" Sanitary Sewer Pipe ,SDR-26 (10'-12')	71	LF	$ 31.77	$2,255.67	71.00	0.00	71.00	$2,255.67	$2,255.67	$0.00	100%
5	Standard Manholes	7	EA	$ 4,068.37	$28,478.59	7.00	0.00	7.00	$28,478.59	$28,478.59	$0.00	100%
6	Extra Depth- Manholes	13	VF	$ 470.19	$6,112.47	13.00	0.00	13.00	$6,112.47	$6,112.47	$0.00	100%
7	Manhole Tie-In	1	EA	$ 13,719.77	$13,719.77	1.00	0.00	1.00	$13,719.77	$13,719.77	$0.00	100%
8	Vertical Stacks	27	VF	$ 71.94	$1,942.38	27.00	0.00	27.00	$1,942.38	$1,942.38	$0.00	100%
9	8"x6" WYES	36	EA	$ 100.69	$3,624.84	36.00	0.00	36.00	$3,624.84	$3,624.84	$0.00	100%
10	6" Lateral ,SDR-26	1,910	LF	$ 21.95	$41,924.50	1910.00	0.00	1910.00	$41,924.50	$41,924.50	$0.00	100%
11	Lateral Cleanout	45	EA	$ 177.69	$7,996.05	45.00	0.00	45.00	$7,996.05	$7,996.05	$0.00	100%
12	Televise Sewer Main	1,133	LF	$ 2.08	$2,356.64	1133.00	0.00	1133.00	$2,356.64	$2,356.64	$0.00	100%
13	Trench Excavation Protection	3,043	LF	$ 1.22	$3,712.46	3043.00	0.00	3043.00	$3,712.46	$3,712.46	$0.00	100%
					$140,002.13				$140,002.13	$140,002.13	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 20-16-2025

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: Ten (10)
PROGRESS PAYMENT PERIOD: 11/1/19-11/30

Water Improvements						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	6" C-900 Water Main, Class 200	965		$	24.87	$23,999.55	965.00	0.00	965.00	$23,999.55	$23,999.55	$0.00	100%
2	12" c-900 Water Main, Class 200	520		$	48.57	$25,256.40	520.00	0.00	520.00	$25,256.40	$25,256.40	$0.00	100%
3	24" Steel Casing	50		$	152.88	$7,644.00	50.00	0.00	50.00	$7,644.00	$7,644.00	$0.00	100%
4	6" Gate Valve & Box, Complete	3		$	1,644.46	$4,933.38	3.00	0.00	3.00	$4,933.38	$4,933.38	$0.00	100%
5	Standard F.H Complete W/ Valve	2		$	3,580.50	$7,161.00	2.00	0.00	2.00	$7,161.00	$7,161.00	$0.00	100%
6	Cast Iron Fittings	2		$	6,160.02	$12,320.04	2.00	0.00	2.00	$12,320.04	$12,320.04	$0.00	100%
7	3/4" Single Water Service- Long	30		$	797.45	$23,923.50	30.00	0.00	30.00	$23,923.50	$23,923.50	$0.00	100%
8	3/4" Single Water Service- Short	13		$	632.13	$8,217.69	13.00	0.00	13.00	$8,217.69	$8,217.69	$0.00	100%
9	3/4" Irrigation Service	2		$	1,019.03	$2,038.06	2.00	0.00	2.00	$2,038.06	$2,038.06	$0.00	100%
10	6"X2" Perm Blow off	1		$	2,429.89	$2,429.89	1.00	0.00	1.00	$2,429.89	$2,429.89	$0.00	100%
11	2" Jumper Connection	2		$	2,026.77	$4,053.54	2.00	0.00	2.00	$4,053.54	$4,053.54	$0.00	100%
12	Hydrostatic Test	1		$	3,137.56	$3,137.56	1.00	0.00	1.00	$3,137.56	$3,137.56	$0.00	100%
13	Trench Excavation Protection	1,484		$	0.59	$875.56	1484.00	0.00	1484.00	$875.56	$875.56	$0.00	100%
14	CAST Iron Meter Boxes	45		$	242.69	$10,921.05	45.00	0.00	45.00	$10,921.05	$10,921.05	$0.00	100%
						$136,911.22				$136,911.22	$136,911.22	$0.00	100%

Secondary Arterial Improvements						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Clearing	1.25	AC	$	1,426.21	$1,782.76	1.25	0.00	1.25	$1,782.76	$1,782.76	$0.00	100%
2	Street Excavation	1,670	CY	$	2.70	$4,509.00	1670.00	0.00	1670.00	$4,509.00	$4,509.00	$0.00	100%
3	Street Embankment	969	CY	$	1.77	$1,715.13	969.00	0.00	969.00	$1,715.13	$1,715.13	$0.00	100%
4	8" Lime Stabilized Subgrade (45LB/SY)	4,123	SY	$	7.98	$32,901.54	4123.00	0.00	4123.00	$32,901.54	$32,901.54	$0.00	100%
5	Geogrid (bx5)	4,123	SY	$	3.92	$16,162.16	4123.00	0.00	4123.00	$16,162.16	$16,162.16	$0.00	100%
6	21" Flex Base (Secondary Arterial)	4,123.00	SY	$	23.73	$97,838.79	4123.00	0.00	4123.00	$97,838.79	$97,838.79	$0.00	100%
7	1.5" Type "D" Asphalt(Secondary Arterial)	3,743	SY	$	7.42	$27,773.06	3743.00	0.00	3743.00	$27,773.06	$27,773.06	$0.00	100%
8	2.5" Type "C" Asphalt(Secondary Arterial)	3,743	SY	$	11.88	$44,468.84	3743.00	0.00	3743.00	$44,468.84	$44,468.84	$0.00	100%
9	12" ATB	81.00	SY	$	88.37	$7,157.97	81.00	0.00	81.00	$7,157.97	$7,157.97	$0.00	100%
10	Concrete Walk	1,912	LF	$	10.37	$19,827.44	1912.00	0.00	1912.00	$19,827.44	$19,827.44	$0.00	100%
11	Header curb	65	LF	$	10.50	$682.50	65.00	0.00	65.00	$682.50	$682.50	$0.00	100%
12	Concrete walk	685	SY	$	45.63	$31,256.55	685.00	0.00	685.00	$31,256.55	$31,256.55	$0.00	100%
13	Barricade Post	8	EA	$	210.55	$1,684.40	8.00	0.00	8.00	$1,684.40	$1,684.40	$0.00	100%
14	Signage Strike	1.00	LS	$	6,839.44	$6,839.44	1.00	0.00	1.00	$6,839.44	$6,839.44	$0.00	100%
15	Saw cut Pavement	140	LF	$	5.16	$722.40	140.00	0.00	140.00	$722.40	$722.40	$0.00	100%
16	Turn Lane (Allowance)	1	LS	$	94,600.00	$94,600.00	1.00	0.00	1.00	$94,600.00	$94,600.00	$0.00	100%
17	Traffic Signal (allowance)	1.00	LS	$	30,000.00	$30,000.00	1.00	0.00	1.00	$30,000.00	$30,000.00	$0.00	100%
18	Concrete Drive walk	100	SY	$	88.48	$8,848.00	100.00	0.00	100.00	$8,848.00	$8,848.00	$0.00	100%
19	8" Sanitary Sewer Pipe (6'-8')	24	LF	$	26.40	$633.60	24.00	0.00	24.00	$633.60	$633.60	$0.00	100%
20	8" Sanitary Sewer Pipe, SDR-26 (6'-8')	68	LF	$	29.68	$2,018.24	68.00	0.00	68.00	$2,018.24	$2,018.24	$0.00	100%
21	Standard Manholes	1	EA	$	4,068.37	$4,068.37	1.00	0.00	1.00	$4,068.37	$4,068.37	$0.00	100%
22	Extra Depth- Manholes	2.00	VF	$	470.19	$940.38	2.00	0.00	2.00	$940.38	$940.38	$0.00	100%
23	Televise Sewer Main	92	LF	$	2.08	$191.36	92.00	0.00	92.00	$191.36	$191.36	$0.00	100%
24	Trench Excavation Protection	92	LF	$	1.22	$112.24	92.00	0.00	92.00	$112.24	$112.24	$0.00	100%
25	8" C-900 Water main, Class 200	70.00	LF	$	24.87	$1,740.90	70.00	0.00	70.00	$1,740.90	$1,740.90	$0.00	100%
26	12" C-900 Water main, Class 200	76	LF	$	48.57	$3,691.32	76.00	0.00	76.00	$3,691.32	$3,691.32	$0.00	100%
27	16" C-900 Water main, Class 150 DR 18	630	LF	$	71.86	$45,271.80	630.00	0.00	630.00	$45,271.80	$45,271.80	$0.00	100%
28	6" gate Valve & Box, Complete	1	EA	$	1,644.46	$1,644.46	1.00	0.00	1.00	$1,644.46	$1,644.46	$0.00	100%
29	12" gate Valve & Box, Complete	1	EA	$	3,010.26	$3,010.26	1.00	0.00	1.00	$3,010.26	$3,010.26	$0.00	100%
30	16" gate Valve & Box, Complete	3.00	EA	$	8,782.89	$26,348.67	3.00	0.00	3.00	$26,348.67	$26,348.67	$0.00	100%
31	Remove/ relocate 16" Gate valve	1	EA	$	11,206.13	$11,206.13	1.00	0.00	1.00	$11,206.13	$11,206.13	$0.00	100%
32	Standard F.H Complete W/ Valve	1	EA	$	3,580.50	$3,580.50	1.00	0.00	1.00	$3,580.50	$3,580.50	$0.00	100%
33	cast Iron Fittings	9.50	TN	$	6,160.02	$58,520.19	9.50	0.00	9.50	$58,520.19	$58,520.19	$0.00	100%
34	16"x2" Temporary Blowoff	2	EA	$	2,555.29	$5,110.58	2.00	0.00	2.00	$5,110.58	$5,110.58	$0.00	100%
35	Hydrostastic test	1	EA	$	3,137.56	$3,137.56	1.00	0.00	1.00	$3,137.56	$3,137.56	$0.00	100%
36	Trench Excavation Protection	776	LF	$	0.59	$457.84	776.00	0.00	776.00	$457.84	$457.84	$0.00	100%
						$600,452.38				$600,452.38	$600,452.38	$0.00	100%

CO#1 - Turn Lane & Const. Set Changes						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT		UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
	Turn Lane Improvements												
1	Deduct Turn Lane in Contract	(1)	LS	$	94,600.00	($94,600.00)	-1.00	0.00	-1.00	($94,600.00)	($94,600.00)	$0.00	100%
2	Deduct Concrete Driveway	(100)	SY	$	88.48	($8,848.00)	-100.00	0.00	-100.00	($8,848.00)	($8,848.00)	$0.00	100%
3	Turn Lane	1	LS	$	125,550.00	$125,550.00	1.00	0.00	1.00	$125,550.00	$125,550.00	$0.00	100%
4	Concrete Rip Rap	120	SY	$	119.53	$14,343.60	120.00	0.00	120.00	$14,343.60	$14,343.60	$0.00	100%

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DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 20-18-2025

PROGRESS PAYMENT NO: Ten (10)
PROGRESS PAYMENT PERIOD: 11/1/19-11/30

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

5	Elevated Sidewalk	14	CY	$ 2,209.36	$30,931.04	14.00	0.00	14.00	$30,931.04	$30,931.04	$0.00	100%
6	Gabion Rock Mattress	25	SY	$ 166.57	$4,164.25	25.00	0.00	25.00	$4,164.25	$4,164.25	$0.00	100%
7	Turf Reinforcement Mat	20	SY	$ 11.20	$224.00	20.00	0.00	20.00	$224.00	$224.00	$0.00	100%
8	Handrail	45	LF	$ 82.92	$3,731.40	45.00	0.00	45.00	$3,731.40	$3,731.40	$0.00	100%
9	Deduct Traffic Signal Improvement in Contact Construction Set Plan Changes 1-4-19	(1)	LS	$ 30,000.00	($30,000.00)	-1.00	0.00	-1.00	($30,000.00)	($30,000.00)	$0.00	100%
10	Utility Spoil Increase	445	CY	$ 3.00	$1,335.00	445.00	0.00	445.00	$1,335.00	$1,335.00	$0.00	100%
11	Concrete Median Cap	120	CY	$ 119.53	$14,343.60	120.00	0.00	120.00	$14,343.60	$14,343.60	$0.00	100%
12	Sidewalk	235	SY	$ 45.63	$10,723.05	235.00	0.00	235.00	$10,723.05	$10,723.05	$0.00	100%
13	Deduct (2) 24" HDPE Drain Q	(250)	LF	$ 55.89	($14,631.40)	-260.00	0.00	-260.00	($14,631.40)	($14,631.40)	$0.00	100%
14	4x2 SBC Add - Drain Q	130	LF	$ 300.00	$39,000.00	130.00	0.00	130.00	$39,000.00	$39,000.00	$0.00	100%
15	10' Curb Inlet - Drain Q	6	CY	$ 2,009.78	$12,058.68	6.00	0.00	6.00	$12,058.68	$12,058.68	$0.00	100%
16	Deduct (2) 24" HDPE Headwall Drain Q	(3)	CY	$ 1,078.23	($3,234.69)	-3.00	0.00	-3.00	($3,234.69)	($3,234.69)	$0.00	100%
17	4x2 SBC Headwall Add - Drain Q	5	CY	$ 1,078.23	$5,391.15	5.00	0.00	5.00	$5,391.15	$5,391.15	$0.00	100%
18	Concrete Rip Rap	60	SY	$ 119.53	$7,171.80	60.00	0.00	60.00	$7,171.80	$7,171.80	$0.00	100%
19	24" Arch RCP Pipe	9	LF	$ 265.93	$2,393.37	9.00	0.00	9.00	$2,393.37	$2,393.37	$0.00	100%
20	Lime Material- Addtl 25% @ Remix	50	TN	$ 190.00	$9,500.00	50.00	0.00	50.00	$9,500.00	$9,500.00	$0.00	100%
					$129,646.85				$129,646.85	$129,646.85	$0.00	100%
TOTAL CONTRACT					$1,451,579.39				$1,451,579.39	$1,451,579.39	$0.00	100%

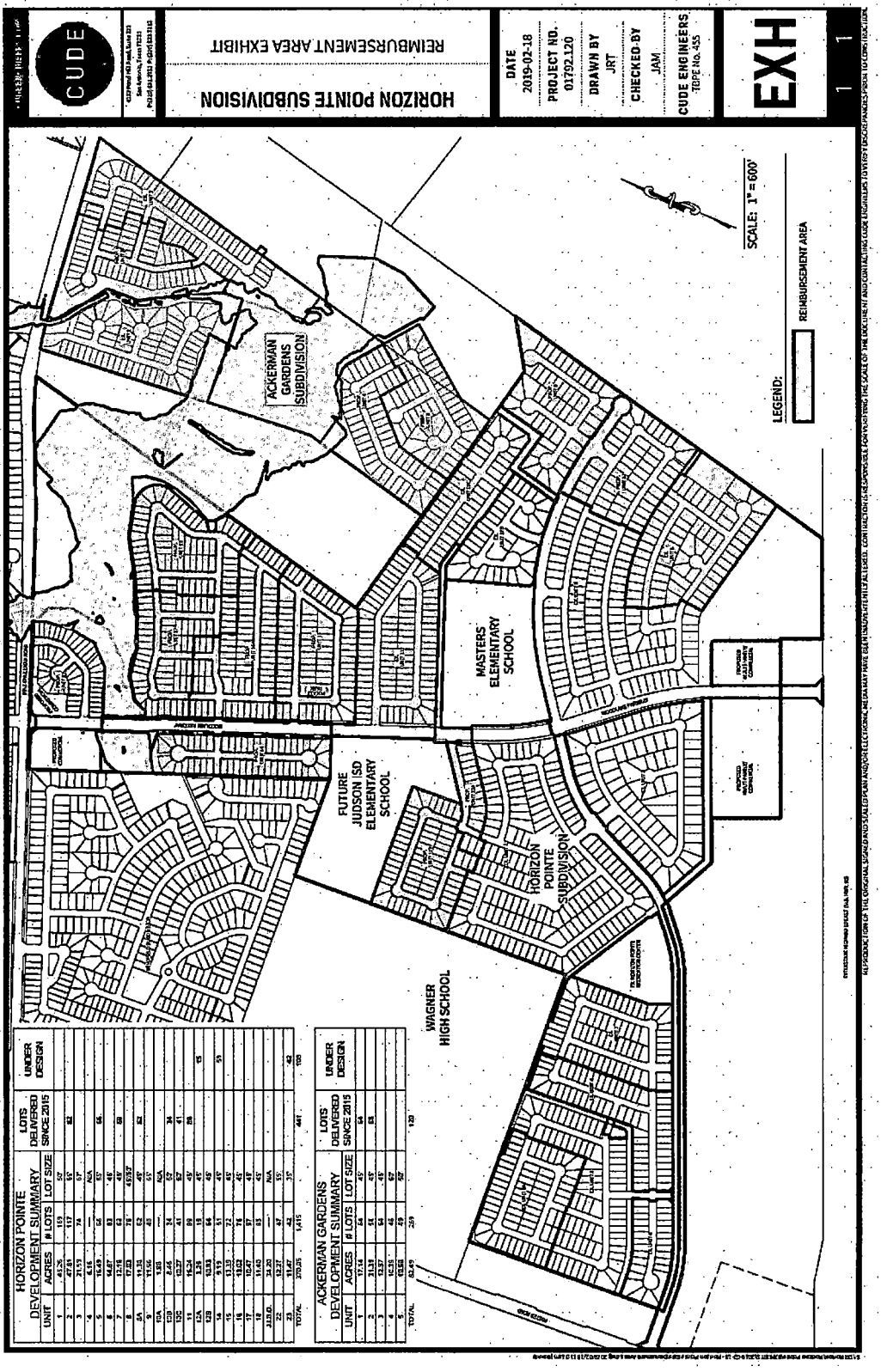
TOTAL COMPLETED TO DATE	$	1,451,579.39
TOTAL COMPLETED/ STORED TO DATE	$	1,451,579.39
RETAINAGE HELD	$	-
TOTAL CPLT LESS RETAINAGE	$	1,451,579.39
LESS PREVIOUS BILLINGS	$	1,306,421.46
CURRENT PAYMENT DUE	$	145,157.93

$0.00

ORIGINAL CONTRACT AMOUNT	$	1,321,932.54
CONTRACT CHANGES	$	129,646.85
TOTAL CONTRACT W/ CHANGES	$	1,451,579.39
WORK COMPLETED TO DATE	$	1,451,579.39
BALANCE TO COMPLETE	$	-

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EXHIBIT "C"
Eligible Property



VOL 12516 PG 619

EXHIBIT "D"
County Acceptance of Woodlake Parkway Improvements

VOL 125 PG 620

COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt St.
San Antonio, Texas 78214-1240
Main: (210) 335-6700

May 4, 2020

Joey Guerra
HPSA Land Partners
16607 Blanco RD STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Woodlake Parkway Phase 02, Plat No. 180192, Precinct #4

Developer Maintenance Start Date: February 21, 2020
Warranty Bond Type: Maintenance Bond
Bond Number: CNB-35072-00
Expiration Date: August 21, 2021

Ladies and Gentlemen:

The following streets in **Horizon Pointe Woodlake Parkway Phase 02, Plat No. 180192, Precinct #4,** have been constructed according to plans and specifications for this unit and are acceptable to this department to start the one-year warranty period. The one-year warranty period commenced, on **February 21, 2020.** Prior to the final acceptance, during the one (1) year warranty period, maintenance of the said streets shall be the responsibility of the developer until the streets are accepted by Bexar County Commissioners Court for maintenance.

STREET	LOCATION
Woodlake Parkway (Northbound) 1656.05 lf	From the existing Woodlake Parkway of Horizon Pointe Unit 13 to existing Woodlake Parkway of Horizon Pointe Unit 23.
Asphalt Width:	24'
Woodlake Parkway (Southbound) 1656.05 lf	From the existing Woodlake Parkway of Horizon Pointe Unit 23 to existing Woodlake Parkway of Horizon Pointe Unit 13.
Asphalt Width:	24'

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At least thirty (30) days prior to end of the warranty period, an inspection will be made of said streets. The developer will be notified, in writing, listing deficiencies to be corrected. After all deficiencies have been corrected, the streets will be presented to Commissioners Court for consideration for acceptance. After Commissioners Court acceptance of the streets for County Maintenance, the developer will be notified in writing of the date County maintenance began with the Maintenance Bond to be released under separate cover letter.

Sincerely,

Nick La Fosse
Civil Engineering Assistant

Approved:

For Renee D. Green, P.E.
County Engineer

NL/cja

Cc: MW Code Engineers LLC DBA Code Engineers
Jeffrey McKinnie
4122 Pond Hill RD STE 101
San Antonio, Texas 78231-1245

DNT Construction
James Kearns
PO BOX 593134
San Antonio, Texas 78259-0208

IBC Insurance Agency LTD
5300 Walzem RD STE 200
Windcrest, Texas 78218-2159
Bond No:CNB-35072-00

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COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt St.
San Antonio, Texas 78214-1240
Main: (210) 335-6700

May 4, 2020

Joey Guerra
HPSA Land Partners
16607 Blanco RD STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Woodlake Parkway Phase 02, Plat No. 180192, Precinct #4

Ladies and Gentlemen:

The drain mentioned below, in **Horizon Pointe Woodlake Parkway Phase 02, Plat No. 180192, Precinct #4**, has been constructed according to plans and specifications for this unit, and is acceptable to this department.

DRAIN	LOCATION
Drain "R" 53.69 lf	Consist of a Concrete Rip Rap with Concrete to approximately 12.10' of 5-7'x3' Multiple Box Culverts to approximately 13.66' of 5-7'x3' Multiple Box Culverts to a Concrete Rip Rap with Concrete Wing Walls and Concrete Baffle Blocks to a Rock Gabion graded to drain. Located in the Open Space Variable Width Private Drainage Easement Lot 901, Block 27 which is E of Woodlake Parkway and draining into Lot 903, Block 20.

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COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt St.
San Antonio, Texas 78214-1240
Main: (210) 335-6700

May 4, 2020

Joey Guerra
HPSA Land Partners
16607 Blanco RD STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Woodlake Parkway Phase 02, Plat No. 180192, Precinct #4

Developer Maintenance Start Date: February 21, 2020
Warranty Bond Type: Maintenance Bond
Bond Number: CNB-35072-00
Expiration Date: August 21, 2021

Ladies and Gentlemen:

The following drain in **Horizon Pointe Woodlake Parkway Phase 02, Plat No. 180192, Precinct #4,** have been constructed according to plans and specifications for this unit and are acceptable to this department to start the one-year warranty period. The one-year warranty period commenced, on **February 21, 2020.** Prior to the final acceptance, during the one (1) year warranty period, maintenance of the said drains shall be the responsibility of the developer until the drains are accepted by Bexar County Commissioners Court for maintenance.

DRAIN	LOCATION
Drain "R" 86.00 lf	Consist of approximately 7' of 5~7'x3' Multiple Box Culverts to a 15' Concrete Curb Inlet to approximately 64' of 5~7'x3' Multiple Box Culverts to a 20' Concrete Curb Inlet to approximately 7' of 5~7'x3' Multiple Box Culverts. Located in the right of way under Woodlake Parkway starting in front of Lot 903, Block 20 going W into Lot 901, Block 27.

COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt, San Antonio, Texas 78214
Main 210-335-6700

July 1, 2019

HPSA Land Partner LLC
16607 Blanco Rd STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Unit 11, Plat No. 170017, Precinct #4

Developer Maintenance Start Date: September 21, 2018
Warranty Bond Type: Maintenance Bond
Bond Number: CNB-32429-00
Expiration Date: March 21, 2020

Gentlemen:

The following streets in **Horizon Pointe Unit 11, Plat No. 170017 Precinct #4**, have been constructed according to plans and specifications for this unit and are acceptable to this department to start the one-year warranty period. The one-year warranty period commenced, on **September 21, 2018**. Prior to the final acceptance, during the one (1) year warranty period, maintenance of the said streets shall be the responsibility of the developer until the streets are accepted by Bexar County Commissioners Court for maintenance.

STREET	LOCATION
Lunar Eclipse 999.36 lf Asphalt Width:	From the transition of 38' Lunar Eclipse to the end of construction 28'
Lunar Eclipse 312.15 lf Asphalt Width:	From the intersection of Woodlake Parkway to the 28' transition of Lunar Eclipse 38'
Quarter Moon 1006.46 lf Asphalt Width:	From the intersection of Lunar Eclipse to the elbow-sac of Saturn Path 28'
Saturn Path 335.10 lf Asphalt Width:	From the intersection of Lunar Eclipse to the Elbow-sac of Quarter Moon 28'

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The Maintenance of all Open Spaces, Greenbelts, Private Streets, Parks, landscape Buffers, Drainage Easements, and Easements of any kind within Horizon Pointe Subdivision Unit 11 shall be the responsibility of the property owners and/or Homeowners Association, or their successors and not the responsibility of the City of San Antonio or Bexar County.

Sincerely,

Nick La Fosse
Civil Engineering Assistant

Approved:

Renee D. Green, P.E.
County Engineer

NL/cja

Cc:

MW Cude Engineers LLC DBA Cude Engineers
Jeffery McKinnie
4122 Pond Hill Rd Ste 101
San Antonio, Texas 78231-1245

DNT Construction
James Kearns
P.O. Box 693134
San Antonio, Texas 78269-0206

Insurors Indemnity Company
PO Box 2683
Waco, Texas 76702-2683
For Insurors Indemnity Co, Bond No:CNB-32428-00

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STREET	LOCATION
Woodlake Pkwy (N/B) 746.49 lf Asphalt Width:	From existing Woodlake Parkway of Horizon Pointe Unit 10-A to the end of construction. 30'
Woodlake Pkwy (S/B) 746.49 lf Asphalt Width:	From existing Woodlake Parkway Horizon Pointe Unit 10-A to the end of construction. 30'

At least thirty (30) days prior to end of the warranty period, an inspection will be made of said streets. The developer will be notified, in writing, listing deficiencies to be corrected. After all deficiencies have been corrected, the streets will be presented to Commissioners Court for consideration for acceptance. After Commissioners Court acceptance of the streets for County Maintenance, the developer will be notified in writing of the date County maintenance began with the **Maintenance Bond** to be released under separate cover letter.

Sincerely,

Nick La Fosse
Civil Engineering Assistant

Approved:

Renee D. Green, P.E.
County Engineer

NL/cja

Cc: MW Cude Engineers LLC DBA Cude Engineers
Jeffery McKinnie
4122 Pond Hill Rd Ste 101
San Antonio, Texas 78231-1245

DNT Construction
James Kaumo
P.O. Box 593134
San Antonio, Texas 78259-0206

Insurors Indemnity Company
PO Box 8500
Waco, Texas 76702-2693
For Insurors Indemnity Co, Bond No:CNB-32429-00

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COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt, San Antonio, Texas 78214
Main 210-335-6700

July 1, 2019

HPSA Land Partner LLC
16607 Blanco Rd STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Unit 11, Plat No. 170017, Precinct #4

Developer Maintenance Start Date: September 21, 2018
Warranty Bond Type: Maintenance Bond
Bond Number: CNB-32429-00
Expiration Date: March 21, 2020

Gentlemen:

The following drain in **Horizon Pointe Unit 11, Plat No. 170017 Precinct #4,** have been constructed according to plans and specifications for this unit and are acceptable to this department to start the one-year warranty period. The one-year warranty period commenced, on **September 21, 2018.** Prior to the final acceptance, during the one (1) year warranty period, maintenance of the said drains shall be the responsibility of the developer until the drains are accepted by Bexar County Commissioners Court for maintenance.

DRAIN	LOCATION
Drain "N" 11.0 lf	Consist of a 25' Curb inlet with Concrete Rip Rap and Concrete Wing Walls Located on Quarter Moon in the right of way in front of Lot 903, Block 22 which is between Lot 42, Block 22 and Lot 41, Block 22.

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COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt, San Antonio, Texas 78214
Main 210-335-6700

July 1, 2019

HPSA Land Partner LLC
16607 Blanco Rd STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Unit 11, Plat No. 170017, Precinct #4

Gentlemen:

The drain mentioned below, in **Horizon Pointe Unit 11, Plat No. 170017 Precinct #4**, has been constructed according to plans and specifications for this unit, and is acceptable to this department.

DRAIN	LOCATION
Drain "N" 160.25 lf	Consist of a concrete rip rap to a Concrete "U" channel with a 3.5' flat bottom and an approximate depth of 1.5' tying into existing drain "D" of Horizon Pointe 10-C. Located on Quarter Moon in the Open Space Variable Width Private Drainage Easement Lot 903, Block 22 which is Between Lot 41, Block 22, and Lot 42, Block 22.

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COUNTY OF BEXAR
PUBLIC WORKS DEPARTMENT
1948 Probandt St.
San Antonio, Texas 78214-1240
Main: (210) 335-6700

May 4, 2020

Joey Guerra
JGRCBB Investments LLC
16607 Blanco RD STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Unit 23, Plat No. 180253, Precinct #4

Developer Maintenance Start Date: December 19, 2019
Warranty Bond Type: Maintenance Bond
Bond Number: CNB-34949-00
Expiration Date: June 19, 2021

Ladies and Gentlemen:

The following streets in **Horizon Pointe Unit 23, Plat No. 180253, Precinct #4**, have been constructed according to plans and specifications for this unit and are acceptable to this department to start the one-year warranty period. The one-year warranty period commenced, on **December 19, 2019.** Prior to the final acceptance, during the one (1) year warranty period, maintenance of the said streets shall be the responsibility of the developer until the streets are accepted by Bexar County Commissioners Court for maintenance.

STREET	LOCATION
Pickles Way 385.51 lf Asphalt Width:	From the intersection of Sunspot to the end of construction. 28'
Sunspot 866.48 lf Asphalt Width:	From the intersection of Woodlake Parkway to the intersection of Binz-Engleman Road. 32'
Woodlake Parkway 588.40 lf Asphalt Width:	From the intersection of Binz-Engleman Road to existing Woodlake Parkway of Horizon Pointe Woodlake Parkway Phase 02 64'

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At least thirty (30) days prior to end of the warranty period, an inspection will be made of said streets. The developer will be notified, in writing, listing deficiencies to be corrected. After all deficiencies have been corrected, the streets will be presented to Commissioners Court for consideration for acceptance. After Commissioners Court acceptance of the streets for County Maintenance, the developer will be notified in writing of the date County maintenance began with the **Maintenance Bond** to be released under separate cover letter.

Sincerely,

Nick La Fosse
Civil Engineering Assistant

Approved:

For Renee D. Green, P.E.
County Engineer

NL/cja

Cc: MW Cude Engineers LLC DBA Cude Engineers
Jeffrey McKinnie
4122 Pond Hill RD STE 101
San Antonio, Texas 78231-1245

DNT Construction
James Kearns
PO BOX 593134
San Antonio, Texas 78259-0206

IBC Insurance Agency LTD
5300 Walzem RD STE 200
Windcrest, Texas 78218-2159
Bond No:CNB-34949-00

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COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt St.
San Antonio, Texas 78214-1240
Main: (210) 335-6700

May 4, 2020

Joey Guerra
JGRCBB Investments LLC
16607 Blanco RD STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Unit 23, Plat No. 180253, Precinct #4

Ladies and Gentlemen:

The drain mentioned below, in **Horizon Pointe Unit 23, Plat No. 180253, Precinct #4**, has been constructed according to plans and specifications for this unit, and is acceptable to this department.

DRAIN	LOCATION
Drain "Q" 196.34 lf	Consist of approximately 122.99' of 4'x2' Single Box Culvert to a Concrete Headwall and Concrete Wing Walls to a Concrete Rip Rap with Concrete Baffle Blocks and is graded to drain. Located in the Open Space Lot 901, Block 115 which is SE of Sunspot and is between Lot 10, Block 115 and Lot 11, Block 115.
Drain "R" 196.34 lf	Consist of a Concrete "V" Channel approximately 12' wide 3:1 side slopes and an approximate depth of 2' to an Open Earthen "V" Channel approximately 12' wide 3:1 side slopes and a depth that varies from .22' to 2' to a Concrete Rip Rap with Concrete Baffle blocks graded to drain. Located in the Variable Width Private drainage Easement located Off-Lot Starting S of Binz-Engleman RD draining S and tying into existing drain "R" of Horizon Pointe Woodlake Parkway Phase 02.

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DRAIN	LOCATION
Drain "S" 230.65 lf	Consist of Open Earthen "V" Channel 12' wide 4:1 side slopes and an approximate depth of 1' to an Elevated Concrete Sidewalk Box approximately 2' wide and 1.50' in depth to a Concrete "C" Channel with a 1.50' flat bottom and an approximate depth of 1.5' to a Concrete Safety End Treatment to 61.14' of 24" Arched Reinforced Concrete Pipe to another Concrete Safety End Treatment to an Elevated Concrete sidewalk box to an Open Earthen "V" Channel approximately 12' wide with 4:1 side slopes and approximate depth of 1' graded to drain. Located in the Open Space Lot 901, Block 114 which is S of Binz-Engleman RD and draining E into the Open Space Lot 901, Block 115 which is in the rear of Lot 21, Block 115.
Drain "T" 219.24 lf	Consist of a Concrete "C" Channel with a 9' flat bottom and an approximate depth of .79' to an Open Earthen "V" that is approximately 9' wide with 3:1 side slopes and an approximate depth of 1.50'. Located in the Variable Width Private drainage Easement located N of Sunspot starting in the rear of Lot 11, Block 114.

The Maintenance of all Private Streets, Open Spaces, Greenbelts, Parks, Tree Save Areas, landscape Buffers, Drainage Easements, including Lot 901, Block 114, Lots 901-902, Block 115, and Easements of any nature with in this Subdivision shall be the responsibility of the Property Owners, or the Property Owners' Association, or its Successors or Assigns and not the Responsibility of the City of San Antonio or Bexar County.

Sincerely,

Nick La Fosse
Civil Engineering Assistant
Approved:

Renee D. Green, P.E.
County Engineer

NL/cja

Cc:

MW Cude Engineers LLC DBA Cude Engineers
Jeffrey McKinnie
4122 Pond Hill RD STE 101
San Antonio, Texas 78231-1245

DNT Construction
James Kearns
PO BOX 593134
San Antonio, Texas 78259-0206

IBC Insurance Agency LTD
5300 Walzem RD STE 200
Windcrest, Texas 78218-2159
Bond No:CNB-34949-00

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COUNTY OF BEXAR

PUBLIC WORKS DEPARTMENT

1948 Probandt St.
San Antonio, Texas 78214-1240
Main: (210) 335-6700

May 4, 2020

Joey Guerra
JGRCBB Investments LLC
16607 Blanco RD STE 707
San Antonio, Texas 78232-1941

RE: Horizon Pointe Unit 23, Plat No. 180253, Precinct #4

Developer Maintenance Start Date: December 19, 2019
Warranty Bond Type: Maintenance Bond
Bond Number: CNB-34949-00
Expiration Date: June 19, 2021

Ladies and Gentlemen:

The following drain in **Horizon Pointe Unit 23, Plat No. 180253, Precinct #4,** have been constructed according to plans and specifications for this unit and are acceptable to this department to start the one-year warranty period. The one-year warranty period commenced, on **December 19, 2019.** Prior to the final acceptance, during the one (1) year warranty period, maintenance of the said drains shall be the responsibility of the developer until the drains are accepted by Bexar County Commissioners Court for maintenance.

DRAIN	LOCATION
Drain "Q" 11.00 lf	Consist of a 20' Concrete Curb Inlet to approximately 7' of 4'x2' Single Box Culvert. Located in the right of way on Sunspot starting in front of Lot 901, Block 115 which is between Lot 10, Block 115 and Lot 11, Block 115.
Drain "R" 13.00 lf	Consist of a 20' Armor Curb Slot to a 16' Elevated Concrete Sidewalk Box to a Concrete Rip Rap with a 16.50' flat bottom and a depth of approximately 1'. Located in the right of way on Binz-Engleman RD in front of the unplatted area E of Lot 21, Block 103 of Windfield Subdivision Unit 02.

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DRAIN	LOCATION
Drain "S" 60.00 lf	Consist of approximately 60' 24" Arch Reinforced Concrete Pipe. Located in the right of way under Sunspot starting in front of Lot 901, Block 114 and stopping in front of 40' Landscape Buffer which is N of Lot 21, Block 115.
Drain "T" 11.00 lf	Consist of a 9' Armor Curb Slot with a Concrete Elevated Sidewalk Box. Located in the right of way Sunspot in front of the Private Drainage Easement which is between Lot 3, Block 114 and Lot 4, Block 114.

At least thirty (30) days prior to end of the warranty period, an inspection will be made of said drain. The developer will be notified, in writing, listing deficiencies to be corrected. After all deficiencies have been corrected, the drain will be presented to Commissioners Court for consideration for acceptance. After Commissioners Court acceptance of the drain for County Maintenance, the developer will be notified in writing of the date County maintenance began with the **Maintenance Bond** to be released under separate cover letter.

Sincerely,

Nick La Fosse
Civil Engineering Assistant

Approved:

Renee D. Green, P.E.
County Engineer

NL/cja

Cc: MW Cude Engineers LLC DBA Cude Engineers
Jeffrey McKinnie
4122 Pond Hill RD STE 101
San Antonio, Texas 78231-1245

DNT Construction
James Kearns
PO BOX 593134
San Antonio, Texas 78259-0208

IBC Insurance Agency LTD
5300 Walzem RD STE 200
Windcrest, Texas 78218-2159
Bond No:CNB-34949-00

EXHIBIT "E"
Homebuilder Affidavit

VOL 12514 PG 635

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____(printed name), _____ (title) of _____ (homebuilder company name) who swore or affirmed to tell truth, and stated as follows:

My name is _____. I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement I may be held criminally responsible. This statement is true.

_____ (homebuilder company name) constructs homes within the _____ Phase of the _____ Project. For the time period of _____, 2020 through _____, 2020, the following homes within this area were constructed at or below $200,000:

(list addresses)

State of Texas
County of _____

SWORN to and SUBSCRIBED before me, the undersigned authority, on the _____ day of _____, _____, by _____, _____ of _____.

_____
Notary Public, State of Texas [Notary's signature.]

EXHIBIT "F"
HPSA Land Partners LLC Authorization

VOL 125 PG 636

CERTIFICATE OF THE SOLE MANAGER OF HPSA LAND PARTNERS, LLC IN LIEU OF SPECIAL MEETING

The undersigned, J.L. GUERRA, JR., President of INTEGRATED ASSET MANAGEMENT INC., a Texas corporation, the sole Manager (the "**Manager**") of HPSA LAND PARTNERS, LLC, a Texas limited liability company (the "**Company**"), does hereby certify that the resolutions below have been duly adopted as resolutions of the Company as of the date hereof to have the same force and effect as if adopted at a meeting of the Manager of the Company duly called and held:

WHEREAS, J.L. GUERRA, JR., is the duly elected President of the Company; and

WHEREAS, the Manager is the sole Manager of the Company; and

WHEREAS, pursuant to the Operating Agreement of the Company dated effective as of August 12, 2015 (the "**Company Agreement**"), the Manager is authorized to act on behalf of the Company in connection with the development of the Property (as defined in the Company Agreement) including the Project as described in the 381 Agreement (defined below); and

WHEREAS, in connection with the Project, the Company has negotiated certain economic development grants to be set forth in a Grant Agreement (the "**381 Agreement**") entered into with the County of Bexar (the "**County**") pursuant to Section 381.004(b)(1) and (3) of the Texas Local Government Code; and

NOW, THEREFORE, BE IT:

RESOLVED, that J.L. GUERRA, JR., as the duly elected President of the Manager, as the sole Manager of the Company enter into the 381 Agreement with the County; and

RESOLVED FURTHER, that J.L. GUERRA, JR., as the duly elected President of the Manager, as the sole Manager of the Company, for an on behalf of the Company and as the act and deed of the Company, is authorized, empowered and directed to execute and deliver the 381 Agreement (and any documents or instruments contemplated thereby or in connection therewith) for and on behalf of the Company, with such changes thereto as he shall, in his sole discretion, deem necessary, appropriate or convenient, including, without by way of limitation, any and all agreements, certificates, or other documents which may be described in the 381 Agreement (collectively, the "**Documents**"), and to take any and all other actions relating to or in connection with these resolutions as may be necessary to effectuate the purpose of these resolutions; and

RESOLVED FURTHER, that J.L. GUERRA, JR., as the duly elected President of the

Manager, as the sole Manager of the Company, for and on behalf of the Company, and as the act and deed of the Company, is authorized hereby to enter into any agreement amending or modifying the terms of the Documents on such terms as he may deem to be in the best interest of the Company; and

RESOLVED FURTHER, that the execution by a J.L. GUERRA, JR., as the duly elected President of the Manager, as the sole Manager of the Company, for and on behalf of the Company, and as the act and deed of the Company of any Document authorized by the foregoing resolutions or any Document executed in the accomplishment of any action or actions so authorized and/or shall become upon delivery the enforceable and binding act and obligation of the Company and the Company without the necessity of the signature or attestation of any other person or entity or any other member of the Company; and

RESOLVED FURTHER, that all acts, transactions, or agreements undertaken prior to the adoption of these resolutions by J.L. GUERRA, JR., as the duly elected President of the Manager, as the sole Manager of the Company in his name and for the Company with the County, in connection with the foregoing matters are ratified, confirmed and adopted.

Dated as of 4/2, 2020.

J.L. GUERRA, JR., President of
INTEGRATED ASSET MANAGEMENT INC., a Texas corporation,
Manager of HPSA LAND PARTNERS, LLC, a Texas limited liability company

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