

ORDINANCE 2024-06-20-0504

AUTHORIZING THE CITY OF SAN ANTONIO'S EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND LGI HOMES-TEXAS LLC, OWNER OF APPROXIMATELY 111.274 ACRE PROPERTY GENERALLY LOCATED SOUTHWEST OF HIGHWAY 90 BETWEEN WEST MONTGOMERY ROAD AND STRAUSS MEDINA ROAD IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

WHEREAS, LGI Homes-Texas, LLC, (Landowners) own approximately 111.274 acres of land generally located southeast of Highway 90 between West Montgomery Road and Strauss Medina Road within the City of San Antonio's ETJ (the "Property"), more particularly described and depicted in the PID Petition attached as **ATTACHMENT "A,"**; and

WHEREAS, on February 8, 2024, the Owner filed a petition with Bexar County ("County") to create a Public Improvement District to be named the Lucero Special Improvement District ("District") under Chapter 382 of the Local Government Code and requested the City's consent to the creation of the District, and the County's delegation of certain powers and duties with respect thereto, which the City granted by resolution on June 20, 2024; and

WHEREAS, in order to protect the City's planning goals and infrastructural interests in the ETJ, as a condition of the City's consent to the County's creation of the District, the City Council determined that it is prudent to require the Owners to enter into a Development Agreement ("Agreement") containing mutually agreeable terms relating to the development of the property within the District, assessment of taxes within the District, voluntary annexation at the end of the term of the Agreement or upon violation of the Development Agreement; municipal services to be provided by the City within the District in the event of annexation; and a Strategic Partnership Agreement ("SPA") for limited and full purpose annexation and revenue sharing by City of sales and use taxes imposed within commercial areas of the District pursuant to Chapters 43 and 212 of the Local Government Code; and

WHEREAS, in addition to compliance with the terms of the Agreement referenced herein, Owners are required to pay an application fee in the amount of \$7,500.00 and will pay an Operations Assessment Fee in the amount of \$175.00 per residential lot and multi-family unit, which in the Owner's estimation amounts to approximately One Hundred and Two Thousand, Twenty- Five and No/100 (\$102,025) U.S. dollars, and which shall be paid annually based on the number of units built within the District reflected in an annual report provided by the Owners and as verified by staff; and shall reimburse the City for all costs paid by City for the recording of this Agreement and related documents in the Bexar County property records; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager, or his designee, is authorized to execute a Development Agreement (“Agreement”) between the City of San Antonio and LGI Homes-Texas, LLC, (Owner), containing the terms and conditions governing the development of the Lucero Special Improvement District (“District” or “PID”) property, preserving the extraterritorial status of the District property during the term of the Agreement, establishing the Agreement as a voluntary petition for annexation providing the City with the option of annexing the District property in the event of default of the Agreement by the Owner, a subsequent owner or end-buyers of properties developed within the District or upon the termination date of the Agreement; agreeing to the assessment of taxes within the District, providing for municipal services to be provided to the District property in the event of annexation; and providing for a Strategic Partnership Agreement for limited purpose annexation and revenue sharing by City of sales and use taxes imposed within commercial areas of the District, if applicable, which will be attached in substantial form to the Agreement; and all other terms and conditions the City Manager finds to be in the City’s best interest. A copy of said Agreement is attached hereto as **Attachment “B”**.

SECTION 2. The City Council of the City of San Antonio ordains that its consent to Bexar County’s creation of the District will remain in effect so long as the Owner complies with the terms of the Agreement.

SECTION 3. The City Council approves the assessment and collection of a Special District application fee in the amount of \$7,500.00 and an Operations Assessment Fee in the amount of \$175.00 per residential lot and multi-family unit, which in the Owner’s estimation amounts to approximately One Hundred and Two Thousand, Twenty- Five and No/100 (\$102,025) U.S. dollars, and which shall be paid annually based on the number of units built within the District reflected in an annual report provided by the Owner and as verified by staff; and shall reimburse the City for all costs paid by City for the recording of this Agreement and related documents in the Bexar County property records to be deposited as specified in this Ordinance.

SECTION 4. Funds received for this Ordinance for Special District Operations Assessment fees will be deposited in Fund 11001000, Internal Order 223000000260 and General Ledger - 4401844.

SECTION 5. Funds received for reimbursement of costs for legal recordings fees will be deposited in Fund 11001000, Internal Order 250000000022 and General Ledger 6301130.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager’s designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 7. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

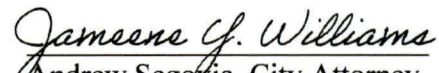
PASSED AND APPROVED on this 20th day of June, 2024.


M A Y O R
Ron Nirenberg

ATTEST:


Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney for



**City of San Antonio
City Council Meeting
June 20, 2024**

56.

2024-06-20-0504

Ordinance approving a Development Agreement with LGI Homes-Texas, LLC., Landowners of approximately 111.27 acres of land generally located southeast of Highway 90 between West Montgomery and Strauss Medina Road in the extraterritorial jurisdiction of the City of San Antonio, and consenting to the creation of the Lucero Special Improvement District. [John Peterek, Interim Assistant City Manager; Bridgett White, Director, Planning]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Courage seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Kaur, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Pelaez, Courage, Whyte

Absent: Alderete Gavito

ATTACHMENT “A”
Petition for City’s Consent



February 8, 2024

Debbie Racca-Sittre
City Clerk
City of San Antonio
100 W. Houston St.
San Antonio, Texas 78205

VIA HAND DELIVERY

RE: Petition for City of San Antonio Consent to the Creation of the Lucero Special Improvement District, in accordance with Chapter 382 of the Texas Local Government Code, for Property Generally Located Southeast of the Intersection of Highway 90 and Montgomery Road, in the Extraterritorial Jurisdiction ("ETJ") of the City of San Antonio, Bexar County, Texas (the "Subject Property"); *Our File No. 8110.001.*

Dear Ms. Racca-Sittre:

On behalf of the Petitioner, LGI Homes-Texas, LLC (Petitioner and Property Owner), we respectfully submit the enclosed Petition to the City of San Antonio (the "City") and, pursuant to Chapter 382 of the Texas Local Government Code (the "Code"), request the written consent of the City to the creation of the Lucero Special Improvement District (the "District") and the inclusion of the Subject Property therein, all as further described in the attached Petition. The Petitioner is the property owner representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal to create the District and additionally constitutes more than fifty percent (50%) of all record owners of property liable for assessment under the proposed creation.

With this submittal, we respectfully request the City's consent to the creation of the District and the inclusion of the Subject Property therein. City consent to the creation of the District will allow for construction of a single-family residential development and associated public improvements across the Subject Property.

Please find enclosed the following documents and information related to the request for City consent to the creation of the District.

1. Petition for Consent to the Creation of the Lucero Public Improvement District (including Field Notes of the Subject Property and Sworn Statement of Petitioner/Property Owner).
2. Lucero PID Development Agreement Provisions Matrix.
3. Summary of the Proposed Lucero PID.
4. Pro-Forma showing Expected Public Improvement Costs and Revenues within the Lucero PID.
5. Site Plan of the Lucero PID.
6. Petitioner/Property Owner's Executed Contracts Disclosure Form and Form 1295.
7. Ownership Deeds and Bexar County Appraisal District Information related to the Lucero PID.

Please do not hesitate to contact our office should you have any questions or need any additional information regarding this matter.

Thank you,

ORTIZ MCKNIGHT PLLC

By: 
Daniel Ortiz

CC:
Planning Department, City of San Antonio
City Attorney, City of San Antonio

EXHIBIT "1"
**PETITION FOR CONSENT TO THE CREATION OF THE LUCERO PUBLIC
IMPROVEMENT DISTRICT**

**PETITION FOR CONSENT TO THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
TO BE NAMED THE LUCERO SPECIAL IMPROVEMENT DISTRICT**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

TO: THE HONORABLE CITY COUNCIL OF SAN ANTONIO, TEXAS

The undersigned petitioner (the "Petitioner") acting pursuant to the provisions of Chapter 382 of the Texas Local Government Code, as amended (the "Code"), submits this petition ("Petition") to request consent to the creation of a public improvement district, within the extraterritorial jurisdiction (the "ETJ") of the City of San Antonio (the "City"), Bexar County, Texas (the "County"). Specifically, the Petitioner requests that the City consent to the County's creation of a public improvement district and inclusion of the property described in **Exhibit "A"** attached hereto (the "Subject Property") within such public improvement district. In support of this Petition, the Petitioner presents the following:

I. NAME

A public improvement district is being requested, which will be named the "Lucero Special Improvement District" (referred to herein as the "District").

II. PETITIONER

In compliance with the requirements of the Code, and as determined by the current tax roll of the Bexar County Appraisal District, the Petitioner constitutes: the owner representing more than fifty-percent (50%) of the appraised value of taxable real property proposed to be included within the public improvement district proposed in this Petition.

Attached to this Petition is a sworn statement, affirming the Petitioner is the holder of fee simple title to more than fifty-percent (50%) of the appraised value of taxable real property proposed to be included within the District (as defined below) and is the owner representing more than fifty-percent (50%) of all record owners of property within the proposed District. The Petitioner requests, and consents to, the creation of the District, as set forth in this Petition. The sworn statement of the Petitioner is attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

III. BOUNDARIES

The proposed boundaries of the District shall include the Subject Property, more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes. The total acreage of the District is approximately 111.274 acres total. None of the land to be included in the District is within the corporate boundaries of any municipality and all of the land proposed to be included in the District is in the ETJ of the City and in the County.

IV. GENERAL NATURE OF THE PROPOSED PUBLIC IMPROVEMENTS

The Petitioner requests that the County create and City consent to a public improvement district and authorize it to engage in economic development projects and grant to the District the powers requested in this Petition. The District proposes to enter into development agreements as are deemed advisable to promote state and local economic development and to stimulate residential and commercial activity in the District. The general nature of the work proposed to be done may include, but is not limited to: onsite roads (including, but not limited to, a collector road); offsite roads; offsite utility extension (including, but not limited to, extension of a water line); onsite public improvements for residential lots (septic system, water, streets, and drainage); the improvement and construction of water, septic system, dry utilities (gas and electric) detention ponds, storm sewer (if applicable), impact fees for capacity, road, landscaping in public right of ways, or sidewalks; right of way acquisition costs; easement acquisition costs; appraisal costs; geotechnical engineering costs; environmental inspection/testing and remediation costs; well plugging costs; demolition costs; water and sewer (if applicable) impact fees; floodplain reclamation costs; tree mitigation costs; park/entry/amenity improvement costs; including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries flood plains and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements. Further, the public improvements financed by the District may include any public improvements in compliance with Chapter 382 of the Code, as amended, and in accordance with the governing laws.

V. ESTIMATED COSTS OF THE PROPOSED CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

The total estimated capital cost for the District's public improvements is approximately \$23,211,016.00. Such costs can be partially offset with the imposition of taxes and the issuance of bonds by the District, as further described herein.

VI. NATURE OF THE DISTRICT AND AUTHORITY

The District is expressly requested pursuant to Chapter 382 of the Code. The District shall be created for the purposes of a district created and organized under Section 52, Article III, and Section 59, Article XVI of the Texas Constitution, Chapters 380, 381, and 382 of the Code, and for the purpose of creating a program for economic development as provided in Section 52, Article III of the Texas Constitution, and for any other lawful purpose authorized by the governing laws.

The Petitioner specifically requests that:

- (1) the County authorize the District to exercise the powers granted under Chapter 382 of the Code;
- (2) the County delegate to the District all powers that the County is granted pursuant to Chapter 382; and

- (3) the County authorize the District to engage in economic development projects, as the District may enter into development agreements which are deemed advisable to promote state and local economic development and to stimulate business and commercial activity in the District.

VII. ROAD IMPROVEMENTS

The Petitioner requests that pursuant to Section 382.109 of the Code the County designate and approve the proposed onsite and offsite road improvements as a "Road Improvement Project" and designate and approve such Road Improvement Project as a targeted economic development project, which is of an economic benefit to the District, to the Subject Property within the District, and to the County.

VIII. ADVISORY BOARD

As authorized by the Code, an advisory body may be established by the County to develop and recommend an improvement plan. However, an improvement plan is not necessary or applicable, as the Petitioner does not propose that the District be granted the power to impose assessments.

IX. MANAGEMENT OF THE DISTRICT AND BOARD OF DIRECTORS

The Petitioner specifically requests the County appoint a seven (7) member Board of Directors to govern the District and approve their respective terms in accordance with Section 382.051 of the Code, as the population of the District is less than 1,000 persons. The Petitioner also requests that the County delegate to the District's Board of Directors the County's powers and duties provided by Chapter 382 of the Code, in order for the Board of Directors to oversee, manage, and govern the District to the fullest extent authorized by the Code.

X. TAXES AND BONDS

The Petitioner requests that the City consent to and the County authorize the District to accomplish its purposes and the costs of services and improvements by imposing an ad valorem tax and a sales and use tax. The District shall also have the authority to issue bonds, negotiate promissory notes, and other District obligations, as further described herein.

The Petitioners specifically request that:

- (1) the District's proposed improvements be financed and paid for with taxes authorized by Chapter 382 of the Code instead of assessments;
- (2) the City consent to and the County grant the District authority to impose an ad valorem tax and sales and use tax to accomplish the economic development purposes prescribed by Section 52a, Article III, of the Texas Constitution;
- (3) the County grant the District authority, in accordance with Section 382.152 of the Code, to issue bonds, negotiable promissory notes and other District obligations, which may be secured by District revenue or any type of District taxes, or any combination of taxes and revenue pledged to the payment of bonds; and
- (4) the County grant the District authority as provided in Sections 382.158 and 382.159 of the Code, regarding borrowing and repayment of costs, respectively.

In regards to the proposed tax rates, the Petitioner specifically requests that the City consent to and the County authorize the District to:

- (1) impose an ad valorem tax not to exceed the City's tax rate; and
- (2) impose a sales and use tax with a rate not to exceed two-percent (2%).

XI. METHOD OF ASSESSMENT

The Petitioner does not propose that the District be granted the power to impose assessments, and accordingly, the Petitioner is not required to present a Service Plan, an Assessment Plan (including method of assessment), or to prepare an Assessment Roll. As stated above, the Petitioner requests that the District's proposed improvements be financed and paid for with taxes authorized by Chapter 382 of the Code instead of assessments.

XII. APPORTIONMENT OF COST BETWEEN CITY, COUNTY, AND THE DISTRICT

Approval and creation of the District will not obligate the City or County to provide any funds to finance the proposed public improvements. All costs of the District shall be paid by and apportioned to the District, and not to the City or County, as a whole.

XIII. ADVISABILITY AND FEASIBILITY OF THE DISTRICT AND BEST INTERESTS OF THE COUNTY

The District and its proposed improvements and economic development projects appear feasible and are necessary and advisable for the economy of the District and the County. Additionally, the County may create a public improvement district if the County determines it is in the best interest of the County. The area comprising the District is not presently developed, and therefore, the proposed District is necessary to pay for or finance public improvements and economic development within the District. Furthermore, the District will serve the public purpose of promoting and encouraging new residential development in the District and the County, which will encourage employment and economic activity within the District and the County. As such, the County's creation of the District is in the best interest of the County, as the District and the proposed improvements confer a special benefit on the District, the Subject Property within the District, and the County.

XIV. FILING WITH THE CITY CLERK

This Petition will be filed with the City Clerk in support of the City's consent to creation of the District, as described herein.

XV. PRAYER

This Petition requests that the City consent to County creation of the District, include the Subject Property therein, and consent to the County's grant to the District the powers requested in the Petition. The Petitioner prays that this Petition be heard and the City Council set a hearing date, publish notice of, conduct

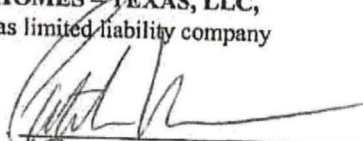
a hearing, make certain findings, and enter an Order or Resolution consenting to the creation of the District in a manner authorized under Chapter 382 of the Code and as described herein.

Respectfully submitted this 8th day of February 2024.

Signature(s) on the Following Page(s)

PETITIONER:

LGI HOMES - TEXAS, LLC,
a Texas limited liability company

By: 

Name: PATRICK VEBRA

Title: OFFICER

ACKNOWLEDGEMENT

STATE OF TEXAS

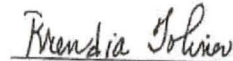
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COUNTY OF MONTGOMERY

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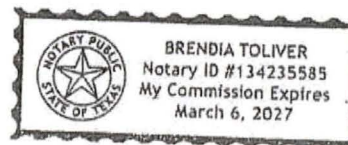
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On the 1 day of February, 2024, before me, the undersigned, personally appeared Patrick Vebra, of LGI Homes - Texas, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me they executed the same in the capacity and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public in and for the State of Texas

My Commission Expires: March 6, 2027





METES AND BOUNDS DESCRIPTION
FOR PHASE II

A 111.274 acre, or 4,847,078 square feet, more or less, tract of land being a portion of that called 729.582 acre tract described in deed to TCP III Straus Medina, LLC recorded in Volume 15212, Page 1628 of the Official Public Records of Real Property of Bexar County, Texas, out of the Rafael Alderite Survey No. 12, Abstract 21, County Block 4320, and out of the Gil Rodriguez Survey No. 11, Abstract 615, County Block 4319, in Bexar County, Texas. Said 111.274 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found ½ inch iron rod with yellow cap marked "Pape-Dawson" at the southwest corner of said 729.582 acre tract, on the east right-of-way line of Montgomery Road, an 86-foot public right-of-way, at the northwest corner of a 1094.62 acre tract described in deed to Bexar Metropolitan Water District recorded in Volume 15414, Page 1147 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 00°02'08" E, with the east right-of-way line of said Montgomery Road, with the west line of said 729.582 acre tract, a distance of 3545.72 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the herein described 111.274 acre tract, and from which a found ½ inch iron rod bears N 00°02'08" E, a distance of 710.60 feet;

THENCE: Departing the east right-of-way line of said Montgomery Road, over and across said 729.582 acre tract, the following bearings and distances:

N 90°00'00" E, a distance of 305.77 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 78°22'14" E, a distance of 245.43 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 73°15'23" E, a distance of 68.42 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 80°21'52" E, a distance of 325.87 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

Page 1 of 3

S 54°36'50" E, a distance of 393.51 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 07°27'52" W, a distance of 261.43 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 17°44'41" W, a distance of 180.36 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 29°02'52" W, a distance of 134.91 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 06°06'04" W, a distance of 131.02 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 17°44'41" W, a distance of 134.42 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 39°25'49" E, a distance of 194.90 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 88°20'50" E, a distance of 303.74 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 65°05'47" E, a distance of 197.66 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 14°05'41" W, a distance of 213.00 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the north line of said 1094.62 acre tract, on the south line of said 729.582 acre tract;

THENCE:

S 72°26'11" W, with the north line of said 1094.62 acre tract, and with the south line of said 729.582 acre tract, a distance of 57.99 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" at an exterior corner of said 1094.62 acre tract, and interior corner of the herein described 111.274 acre tract;

THENCE: S 00°05'01" E, with the west line of said 1094.62 acre tract, and with the east line of said 729.582 acre tract, a distance of 1729.14 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an interior corner of said 1094.62 acre tract, and the southeast corner of the herein described 111.274 acre tract;

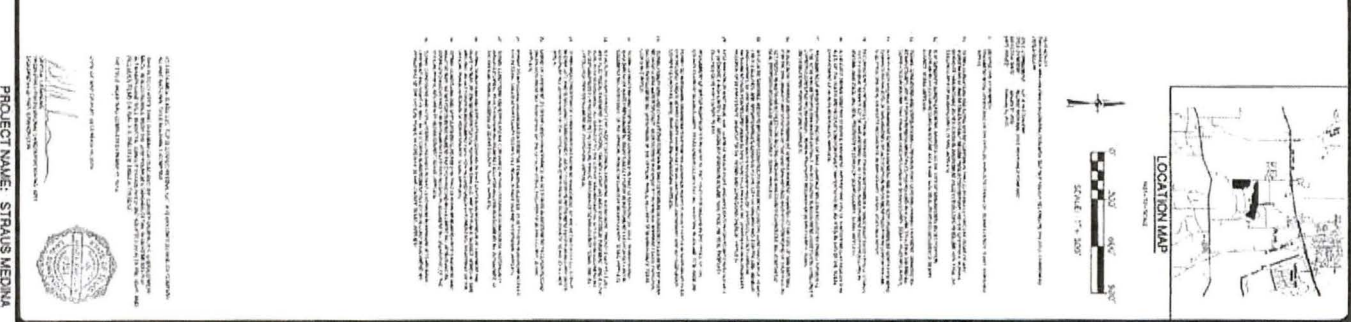
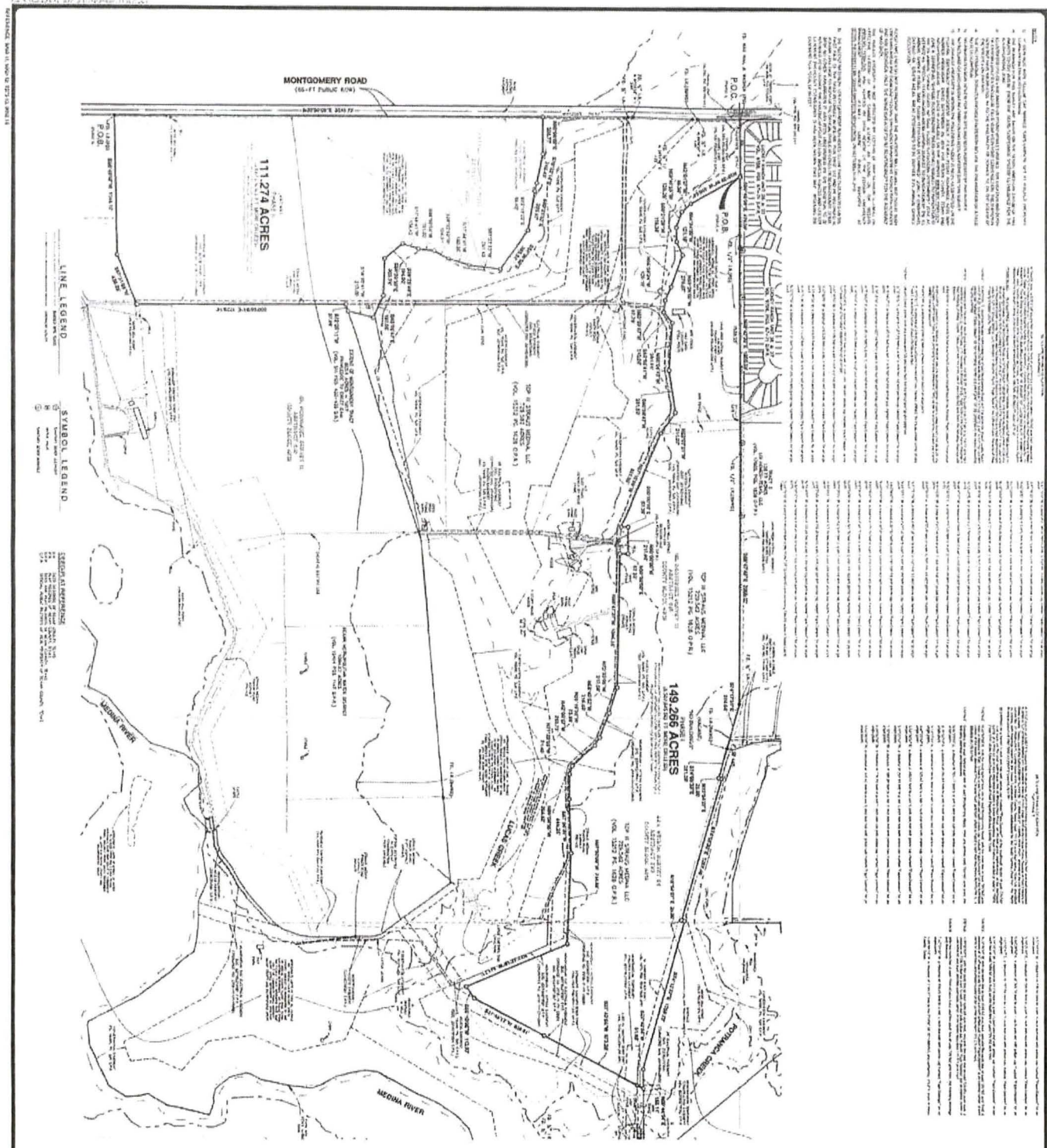
THENCE: With the north line of said 1094.62 acre tract, and the south line of said 729.582 acre tract, the following bearings and distances:

S 67°31'08" W, a distance of 438.05 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;

S 88°49'03" W, a distance of 1144.17 feet to the POINT OF BEGINNING and containing 111.274 acres in Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9081-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 18, 2019
REVISED: January 7, 2020, January 17, 2020
JOB NO. 9081-19
DOC. ID. N:\Survey19\19-9000\9081-19\Word\9081-19 FN PHASE II.docx





PROJECT NAME: STRAUS MEDINA

DATE: 9/28/19

SCALE: 1" = 1 MILE

ALTA/NSPS LAND TITLE SURVEY OF

111.274 ACRES AND 149.266 ACRES

STRAS MEDINA

PAPE-DAWSON ENGINEERS

3000 W. 10TH AVE. SUITE 100 DENVER, CO 80202

TEL: 303.733.1111 FAX: 303.733.1112

WWW.PAPE-DAWSON.COM

NO.	REVISION	DATE
1	INITIAL SURVEY	9/28/19
2	REVISION	10/1/19
3	REVISION	10/1/19
4	REVISION	10/1/19
5	REVISION	10/1/19

EXHIBIT "B"
PETITIONER'S SWORN STATEMENT

**SWORN AFFIDAVIT OF FEE SIMPLE OWNER OF REAL PROPERTY REQUESTING
CREATION OF, AND CONSENTING TO INCLUSION IN, THE LUCERO SPECIAL
IMPROVEMENT DISTRICT**

LGI Homes - Texas, LLC (hereinafter "Owner") hereby affirms that they are the fee simple owner of real property located in Bexar County. Owner requests the creation of the Lucero Special Improvement District (the "District") and consents to the inclusion of said real property within its boundaries. The description of the real property owned by Owner, and which Owner wishes to include within the proposed District is attached as **Exhibit "A"** to the Petition for the creation of the Lucero Special Improvement District.

By the signature below, Owner verifies, for purposes of Chapter 382 of the Texas Local Government Code that they are the owner of taxable real property, described in **Exhibit "A"** below, representing more than fifty-percent (50%) of the appraised value of taxable real property within the proposed District, and that they constitute more than fifty-percent (50%) of all record owners of property within the proposed District or that they own taxable real property that constitutes more than fifty-percent (50%) of the area of all taxable real property within the proposed District.

-Signature(s) on the Following Page(s)-

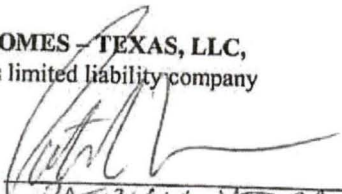
OWNER:

LGI HOMES - TEXAS, LLC,
a Texas limited liability company

By:

Name:

Title:


PATRICK VEDRA
OFFICER

ACKNOWLEDGEMENT

STATE OF TEXAS

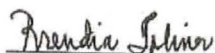
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COUNTY OF MONTGOMERY

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On the 1 day of February, 2024, before me, the undersigned, personally appeared Patrick Vedra, of LGI Homes - Texas, LLC, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me they executed the same in the capacity and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public in and for the State of TEXAS

My Commission Expires: March 6, 2027

EXHIBIT "2"
LUCERO PID DEVELOPMENT AGREEMENT PROVISIONS MATRIX

Lucero PID
Development Agreement Provisions Matrix

Special District	Petition Information	Status -Date Submitted
Special District Name	Lucero Special Improvement District	
Type of Special District and Request	Ch. 382 PID Request for City of San Antonio consent to the creation of a Ch. 382 PID	
Other information about the District or Request	This request is made pursuant to Chapter 382 of the Texas Local Government Code requesting City of San Antonio consent to Bexar County's creation of a special improvement district.	
Applicant(s) & Property Owner(s)	LGI Homes-Texas LLC	
Representatives or Contacts	Ortiz McKnight PLLC	
Location	The proposed Lucero PID is generally located southeast of Highway 90 and Montgomery Road and is wholly within the City's extraterritorial jurisdiction.	
Total Acres	Approximately 111.274-acres, being more accurately described in the attached field notes and survey	
Water CCN	SAWS	
Wastewater/ Sewer CCN	SAWS	
Commercial Acres	N/A	
Single Family Units	583 total units	
Multi-Family Units	N/A	
Proposed Public Improvement Costs (per submitted petition & pro-forma analysis)	Approximately \$23.2M, being more accurately defined by the attached pro-forma analysis	
Proposed PID Revenue (per pro-forma analysis of the proposed Expansion)	Approximately \$19.1M, being more accurately defined by the attached Pro-forma	

Petition/Application Documents		
Petition Submitted to County requesting Creation of the Lucero PID	February 8, 2024	
County's Resolution of Intent to Create the Lucero PID	Expected March 12, 2024	
Petition Submitted to City requesting consent to Creation of the Lucero PID	February 8, 2024	
Field Notes/ Legal Description and Exhibit	Attached	
Master Development Plan MDP or Site Plan (approved or status)	LAND-MDP-20-11100021	
GIS Shapefiles	Attached	
Proforma analysis showing projected revenue of the Lucero PID	Attached	
City of San Antonio Contract Disclosure Form and the Certificate of Interested Parties (Form 1295) completed by all Property Owners within the boundaries of the proposed Lucero PID	Attached	
County's Resolution Consenting to Creation of the Lucero PID	TBD	

City Application & Operations Fees		
Application Fee - \$7,500 per request	✓	
Operations Assessment - \$175/built residential units based on annual report. Fees shall be paid for phases (cluster of units) at time of plat recordation of such units	\$102,025	
Total Fees	\$109,525	
Cost reimbursement to the City of San Antonio for recording of Development Agreement with County Real Property Records	✓	

Proposed PID Taxes and fees set by COSA		
Ad Valorem Tax Rate	not to exceed to the City of San Antonio's ad-valorem tax rate within the municipal boundaries	
Hotel Occupancy Tax Rate	N/A	
Sales and Use Tax Rate	Not to exceed 2%	
Bonds	yes	

Strategic Partnership Agreement (SPA)		
Proposed SPA (City/District - 75%- 25%)	Yes, SPA will govern the terms of limited purpose annexation of the property	
Cost reimbursement for limited purpose annexation and SPA, i.e., newspaper publications of public hearings, zoning, plan amendment, ordinance & polling locations and land recording of SPA with County Real Property Records	✓	

General Development Agreement Terms		
Owner's consent to annexation	✓	
Waiver of vested right effective at the time of agreement	✓ Agree to waive vested rights acquired prior to DA execution with agreement that vested rights operate prospectively from DA execution	
No eminent domain, annexation or expansion	Agree no eminent domain, annexation, or expansion of the District.	
30-year development agreement term	✓	
Annual updates by January 30 of each year - Plat for the subdivision, development document and permit required by the UDC is submitted, Number of built-out single-family unit and multi-family, built-out percentages for commercial, infrastructure or improvements, Recalculated built-out numbers and percentages, if applicable, Annual PID revenue & expenditures, etc.	✓	
Renegotiate new provisions if the development agreement is extended	✓	

Compliance with City Codes		
Ch. 28 - Signs	✓	
Ch. 34 - Water & Sewers, Category 3 pollution prevention criteria requirements (impervious cover) if over ERZD	If applicable	
Ch. 35 - UDC & other Chapters provisions that applicable in ETJ – (No City building permits or inspections required)	Excluding any provisions or building standards triggered by the City's zoning regulations (including setbacks, buffers, and parking requirements)	
Comply with SAWS water restrictions	If applicable	

Infrastructure & Improvement Provisions		
Streetlights per Inside City Limits requirements as outlined in the Chapter 35	✓	
Identify Schools, emergency services & community centers Sites	Within Medina Valley ISD and ESD #5 service area.	
Maintenance & operation of infrastructures & facilities per COSA/SAWS standards	✓	
SWMD infrastructure standards & requirement [See DSD (IB) 576] Ch. 14 and 35	✓	

Land Use & Development Regulations

Located in 5-mile buffer of a JBSA military installation	Not located within 5 miles of a JBSA military installation	
Located in Military Protection Area (MPA) of JBSA Camp Bullis-Camp Stanley or JBSA Lackland AFB - Medina Training Annex	Not located within MPA	
Applicable MPA regulations		
"MSAO" Military Sound Attenuation Overlay District, if applicable	N/A	
"AHOD" Airport Hazard Overlay District, if applicable	N/A	
Dark sky protection practices in all outdoor lighting	If applicable	
City's Major Thoroughfare Plan - proposed alignments, road width & ROW requirements	✓	

Environmental Protection		
ERZD (Edwards Recharge Zone District) Overlay, if located in the Edwards Aquifer Recharge Zone	If applicable	
TCEQ Edwards Aquifer Best Management Practices, if located in the Edwards Aquifer Recharge Zone	If applicable	
Tree planting/replacement programs; pollinator & community gardens, See Appendix E San Antonio Recommended Plant List - All Suited to Xeriscape Planting Methods of the UDC, Ch. 35 of the City Code	✓	
Historical, Archeological or Cultural Protection	✓ - Completed as part of MDP approval process. MDP-20-11100021	
The above is intended to be the City's best-faith effort to streamline the required business points for the consent of a special district. The City may require compliance with additional protections based on the type of special district proposed by the petitioner.		

EXHIBIT "3"
SUMMARY OF THE PROPOSED LUCERO PID

LUCERO SPECIAL IMPROVEMENT DISTRICT

PID SUMMARY

1. Public Improvement District:
 - Name: Lucero Special Improvement District
 - Location: Generally located southeast of Highway 90 and Montgomery Road
 - Applicant/Developer: LGI Homes – Texas, LLC
 - Jurisdiction: Bexar County (City of San Antonio's ETJ)
 - Acreage: +/- 111.274 acres
 - Water and Sewer CCN: SAWS
2. Statutory Authority, Taxing and Bond Powers:
 - The Lucero Special Improvement District (the "District") is a proposed public improvement district which would be created pursuant to Chapter 382 of the Texas Local Government Code and would be authorized to assess an ad valorem tax, sales and use tax not to exceed 2% per taxable sale (subject to state sales and use tax rate) and would also be permitted the power to issue bonds.
3. Project:
 - Project will be 100% single-family residential development to consist of approximately 583 total lots with a mix of lot sizes and home types
 - Proposed On-Site and Off-Site Improvements: Individual Lot Improvements (clearing and grading); Water and Sewer Improvements; Drainage; Utilities (electric, gas, street light, telephone, fiber optic internet, etc.) Streets (Collector, Secondary Arterial (86') and Montgomery Road lane widening); Landscaping; and Park/Open Space.



EXHIBIT "4"
PRO-FORMA SHOWING EXPECTED PUBLIC IMPROVEMENT COSTS AND REVENUES
WITHIN THE LUCERO PID

LUCERO PUBLIC IMPROVEMENT DISTRICT
FINANCIAL ANALYSIS

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D	CALCULATION OF DIRECT ECONOMIC IMPACT FROM DATE PROPERTY GOES ON TAX ROLL	5
E	PID QUALIFIED COSTS	6

**LUCERO PUBLIC IMPROVEMENT DISTRICT
FINANCIAL ANALYSIS**

PID Analysis Summary

Description	Amount
PID Tax Rate (per \$100 AV)	0.54161
O&M Rate (per \$100 AV) - First 5 Years	0.18609
O&M Rate (per \$100 AV) - Remaining Term	0.09304
Inflation Rate	0
Property Tax Collection Rate	95%
Single Family Residential Units	583
PID Revenues Collected	\$ 19,177,800.79
Total Eligible PID Costs	\$ 23,211,016.00

LUCERO PUBLIC IMPROVEMENT DISTRICT - FINANCIAL ANALYSIS

PID Revenues Analysis

Year No.	Year on Tax Rolls	Cumulative Housing Units on Ground	Taxable Basis Per Unit	Total Taxable Basis ¹	Ad Valorem Tax/(100*0.54161) ²	Cumulative
1	2024	0	\$ 250,000.00	\$ -	\$ -	\$ -
2	2025	0	\$ 250,000.00	\$ -	\$ -	\$ -
3	2026	100	\$ 250,000.00	\$ 25,000,000.00	\$ 128,632.38	\$ 128,632.38
4	2027	200	\$ 250,000.00	\$ 50,000,000.00	\$ 257,264.75	\$ 385,897.13
5	2028	300	\$ 250,000.00	\$ 75,000,000.00	\$ 385,897.13	\$ 771,794.25
6	2029	400	\$ 250,000.00	\$ 100,000,000.00	\$ 514,529.50	\$ 1,286,323.75
7	2030	500	\$ 250,000.00	\$ 125,000,000.00	\$ 643,161.88	\$ 1,929,485.63
8	2031	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 2,679,412.37
9	2032	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 3,429,339.12
10	2033	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 4,179,265.86
11	2034	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 4,929,192.61
12	2035	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 5,679,119.36
13	2036	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 6,429,046.10
14	2037	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 7,178,972.85
15	2038	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 7,928,899.60
16	2039	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 8,678,826.34
17	2040	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 9,428,753.09
18	2041	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 10,178,679.83
19	2042	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 10,928,606.58
20	2043	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 11,678,533.33
21	2044	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 12,428,460.07
22	2045	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 13,178,386.82
23	2046	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 13,928,313.57
24	2047	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 14,678,240.31
25	2048	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 15,428,167.06
26	2049	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 16,178,093.80
27	2050	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 16,928,020.55
28	2051	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 17,677,947.30
29	2052	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 18,427,874.04
30	2053	583	\$ 250,000.00	\$ 145,750,000.00	\$ 749,926.75	\$ 19,177,800.79
TOTALS					\$ 19,177,800.79	\$ 19,177,800.79

¹ Assumes 0.0% annual inflation

² Assumes a Collection Ratio of 95%

LUCERO PUBLIC IMPROVEMENT DISTRICT
FINANCIAL ANALYSIS

Cumulative Ad Valorem Tax Revenues

Year No.	Year	Bexar County	Bexar County Road & Flood	SA River Authority	Alamo Community College	University Health System	Bexar County ESD #5	Medina Valley ISD
5	2028	\$ 414,496.50	\$ 35,502.00	\$ 27,540.00	\$ 223,725.00	\$ 414,352.50	\$ 150,000.00	\$ 1,753,800.00
10	2033	\$ 2,244,498.55	\$ 192,243.33	\$ 149,129.10	\$ 1,211,470.88	\$ 2,243,718.79	\$ 812,250.00	\$ 9,496,827.00
15	2038	\$ 4,258,260.71	\$ 364,723.88	\$ 282,927.60	\$ 2,298,401.50	\$ 4,256,781.35	\$ 1,541,000.00	\$ 18,017,372.00
20	2043	\$ 6,272,022.87	\$ 537,204.43	\$ 416,726.10	\$ 3,385,332.13	\$ 6,269,843.91	\$ 2,269,750.00	\$ 26,537,917.00
25	2048	\$ 8,285,785.04	\$ 709,684.98	\$ 550,524.60	\$ 4,472,262.75	\$ 8,282,906.48	\$ 2,998,500.00	\$ 35,058,462.00
30	2053	\$ 10,299,547.20	\$ 882,165.53	\$ 684,323.10	\$ 5,559,193.38	\$ 10,295,969.04	\$ 3,727,250.00	\$ 43,579,007.00

LUCERO PUBLIC IMPROVEMENT DISTRICT
FINANCIAL ANALYSIS

Ad Valorem Tax Revenues

Year on Tax Rolls	Bexar County		Bexar County Road & Flood		SA River Authority		Alamo Community College		University Health System		Bexar County ESD #5		Medina Valley ISD	
	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
	0.276331	Revenue	0.023668	Revenue	0.018360	Revenue	0.149150	Revenue	0.276235	Revenue	0.100000	Revenue	1.169200	Revenue
2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026	\$ 69,082.75	\$ 69,082.75	\$ 5,917.00	\$ 5,917.00	\$ 4,590.00	\$ 4,590.00	\$ 37,287.50	\$ 37,287.50	\$ 69,058.75	\$ 69,058.75	\$ 25,000.00	\$ 25,000.00	\$ 292,300.00	\$ 292,300.00
2027	\$ 138,165.50	\$ 207,248.25	\$ 11,834.00	\$ 17,751.00	\$ 9,180.00	\$ 13,770.00	\$ 74,575.00	\$ 111,862.50	\$ 138,117.50	\$ 207,176.25	\$ 50,000.00	\$ 75,000.00	\$ 584,600.00	\$ 876,900.00
2028	\$ 207,248.25	\$ 414,496.50	\$ 17,751.00	\$ 35,502.00	\$ 13,770.00	\$ 27,540.00	\$ 111,862.50	\$ 223,725.00	\$ 207,176.25	\$ 414,352.50	\$ 75,000.00	\$ 150,000.00	\$ 876,900.00	\$ 1,753,800.00
2029	\$ 276,331.00	\$ 690,827.50	\$ 23,668.00	\$ 59,170.00	\$ 18,360.00	\$ 45,900.00	\$ 149,150.00	\$ 372,875.00	\$ 276,235.00	\$ 690,587.50	\$ 100,000.00	\$ 250,000.00	\$ 1,169,200.00	\$ 2,923,000.00
2030	\$ 345,413.75	\$ 1,036,241.25	\$ 29,585.00	\$ 88,755.00	\$ 22,950.00	\$ 68,850.00	\$ 186,437.50	\$ 559,312.50	\$ 345,293.75	\$ 1,035,881.25	\$ 125,000.00	\$ 375,000.00	\$ 1,461,500.00	\$ 4,384,500.00
2031	\$ 402,752.43	\$ 1,438,993.68	\$ 34,496.11	\$ 123,251.11	\$ 26,759.70	\$ 95,609.70	\$ 217,386.13	\$ 776,698.63	\$ 402,612.51	\$ 1,438,493.76	\$ 145,750.00	\$ 520,750.00	\$ 1,704,109.00	\$ 6,088,609.00
2032	\$ 402,752.43	\$ 1,841,746.12	\$ 34,496.11	\$ 157,747.22	\$ 26,759.70	\$ 122,369.40	\$ 217,386.13	\$ 994,084.75	\$ 402,612.51	\$ 1,841,106.28	\$ 145,750.00	\$ 666,500.00	\$ 1,704,109.00	\$ 7,792,718.00
2033	\$ 402,752.43	\$ 2,244,498.55	\$ 34,496.11	\$ 192,243.33	\$ 26,759.70	\$ 149,129.10	\$ 217,386.13	\$ 1,211,470.88	\$ 402,612.51	\$ 2,243,718.79	\$ 145,750.00	\$ 812,250.00	\$ 1,704,109.00	\$ 9,496,827.00
2034	\$ 402,752.43	\$ 2,647,250.98	\$ 34,496.11	\$ 226,739.44	\$ 26,759.70	\$ 175,888.80	\$ 217,386.13	\$ 1,428,857.00	\$ 402,612.51	\$ 2,646,331.30	\$ 145,750.00	\$ 958,000.00	\$ 1,704,109.00	\$ 11,200,936.00
2035	\$ 402,752.43	\$ 3,050,003.41	\$ 34,496.11	\$ 261,235.55	\$ 26,759.70	\$ 202,648.50	\$ 217,386.13	\$ 1,646,243.13	\$ 402,612.51	\$ 3,048,943.81	\$ 145,750.00	\$ 1,103,750.00	\$ 1,704,109.00	\$ 12,905,045.00
2036	\$ 402,752.43	\$ 3,452,755.85	\$ 34,496.11	\$ 295,731.66	\$ 26,759.70	\$ 229,408.20	\$ 217,386.13	\$ 1,863,629.25	\$ 402,612.51	\$ 3,451,556.33	\$ 145,750.00	\$ 1,249,500.00	\$ 1,704,109.00	\$ 14,609,154.00
2037	\$ 402,752.43	\$ 3,855,508.28	\$ 34,496.11	\$ 330,227.77	\$ 26,759.70	\$ 256,167.90	\$ 217,386.13	\$ 2,081,015.38	\$ 402,612.51	\$ 3,854,168.84	\$ 145,750.00	\$ 1,395,250.00	\$ 1,704,109.00	\$ 16,313,263.00
2038	\$ 402,752.43	\$ 4,258,260.71	\$ 34,496.11	\$ 364,723.88	\$ 26,759.70	\$ 282,927.60	\$ 217,386.13	\$ 2,298,401.50	\$ 402,612.51	\$ 4,256,781.35	\$ 145,750.00	\$ 1,541,000.00	\$ 1,704,109.00	\$ 18,017,372.00
2039	\$ 402,752.43	\$ 4,661,013.14	\$ 34,496.11	\$ 399,219.99	\$ 26,759.70	\$ 309,687.30	\$ 217,386.13	\$ 2,515,787.63	\$ 402,612.51	\$ 4,659,393.86	\$ 145,750.00	\$ 1,686,750.00	\$ 1,704,109.00	\$ 19,721,481.00
2040	\$ 402,752.43	\$ 5,063,765.58	\$ 34,496.11	\$ 433,716.10	\$ 26,759.70	\$ 336,447.00	\$ 217,386.13	\$ 2,733,173.75	\$ 402,612.51	\$ 5,062,006.38	\$ 145,750.00	\$ 1,832,500.00	\$ 1,704,109.00	\$ 21,425,590.00
2041	\$ 402,752.43	\$ 5,466,518.01	\$ 34,496.11	\$ 468,212.21	\$ 26,759.70	\$ 363,206.70	\$ 217,386.13	\$ 2,950,559.88	\$ 402,612.51	\$ 5,464,618.89	\$ 145,750.00	\$ 1,978,250.00	\$ 1,704,109.00	\$ 23,129,699.00
2042	\$ 402,752.43	\$ 5,869,270.44	\$ 34,496.11	\$ 502,708.32	\$ 26,759.70	\$ 389,966.40	\$ 217,386.13	\$ 3,167,946.00	\$ 402,612.51	\$ 5,867,231.40	\$ 145,750.00	\$ 2,124,000.00	\$ 1,704,109.00	\$ 24,833,808.00
2043	\$ 402,752.43	\$ 6,272,022.87	\$ 34,496.11	\$ 537,204.43	\$ 26,759.70	\$ 416,726.10	\$ 217,386.13	\$ 3,385,332.13	\$ 402,612.51	\$ 6,269,843.91	\$ 145,750.00	\$ 2,269,750.00	\$ 1,704,109.00	\$ 26,537,917.00
2044	\$ 402,752.43	\$ 6,674,775.31	\$ 34,496.11	\$ 571,700.54	\$ 26,759.70	\$ 443,485.80	\$ 217,386.13	\$ 3,602,718.25	\$ 402,612.51	\$ 6,672,456.43	\$ 145,750.00	\$ 2,415,500.00	\$ 1,704,109.00	\$ 28,242,026.00
2045	\$ 402,752.43	\$ 7,077,527.74	\$ 34,496.11	\$ 606,196.65	\$ 26,759.70	\$ 470,245.50	\$ 217,386.13	\$ 3,820,104.38	\$ 402,612.51	\$ 7,075,068.94	\$ 145,750.00	\$ 2,561,250.00	\$ 1,704,109.00	\$ 29,946,135.00
2046	\$ 402,752.43	\$ 7,480,280.17	\$ 34,496.11	\$ 640,692.76	\$ 26,759.70	\$ 497,005.20	\$ 217,386.13	\$ 4,037,490.50	\$ 402,612.51	\$ 7,477,681.45	\$ 145,750.00	\$ 2,707,000.00	\$ 1,704,109.00	\$ 31,650,244.00
2047	\$ 402,752.43	\$ 7,883,032.60	\$ 34,496.11	\$ 675,188.87	\$ 26,759.70	\$ 523,764.90	\$ 217,386.13	\$ 4,254,876.63	\$ 402,612.51	\$ 7,880,293.96	\$ 145,750.00	\$ 2,852,750.00	\$ 1,704,109.00	\$ 33,354,353.00
2048	\$ 402,752.43	\$ 8,285,785.04	\$ 34,496.11	\$ 709,684.98	\$ 26,759.70	\$ 550,524.60	\$ 217,386.13	\$ 4,472,262.75	\$ 402,612.51	\$ 8,282,906.48	\$ 145,750.00	\$ 2,998,500.00	\$ 1,704,109.00	\$ 35,058,462.00
2049	\$ 402,752.43	\$ 8,688,537.47	\$ 34,496.11	\$ 744,181.09	\$ 26,759.70	\$ 577,284.30	\$ 217,386.13	\$ 4,689,648.88	\$ 402,612.51	\$ 8,685,518.99	\$ 145,750.00	\$ 3,144,250.00	\$ 1,704,109.00	\$ 36,762,571.00
2050	\$ 402,752.43	\$ 9,091,289.90	\$ 34,496.11	\$ 778,677.20	\$ 26,759.70	\$ 604,044.00	\$ 217,386.13	\$ 4,907,035.00	\$ 402,612.51	\$ 9,088,131.50	\$ 145,750.00	\$ 3,290,000.00	\$ 1,704,109.00	\$ 38,466,680.00
2051	\$ 402,752.43	\$ 9,494,042.33	\$ 34,496.11	\$ 813,173.31	\$ 26,759.70	\$ 630,803.70	\$ 217,386.13	\$ 5,124,421.13	\$ 402,612.51	\$ 9,490,744.01	\$ 145,750.00	\$ 3,435,750.00	\$ 1,704,109.00	\$ 40,170,789.00
2052	\$ 402,752.43	\$ 9,896,794.77	\$ 34,496.11	\$ 847,669.42	\$ 26,759.70	\$ 657,563.40	\$ 217,386.13	\$ 5,341,807.25	\$ 402,612.51	\$ 9,893,356.53	\$ 145,750.00	\$ 3,581,500.00	\$ 1,704,109.00	\$ 41,874,898.00
2053	\$ 402,752.43	\$ 10,299,547.20	\$ 34,496.11	\$ 882,165.53	\$ 26,759.70	\$ 684,323.10	\$ 217,386.13	\$ 5,559,193.38	\$ 402,612.51	\$ 10,295,969.04	\$ 145,750.00	\$ 3,727,250.00	\$ 1,704,109.00	\$ 43,579,007.00
Total	\$ 10,299,547.20		\$ 882,165.53		\$ 684,323.10		\$ 5,559,193.38		\$ 10,295,969.04		\$ 3,727,250.00		\$ 43,579,007.00	

*Tax Rates per BCAD 2022 Tax Rate Chart

LUCERO PUBLIC IMPROVEMENT DISTRICT
FINANCIAL ANALYSIS

Summary of Projected PID Qualified Costs

Improvement	Cost
Streets	\$ 7,795,933.00
Drainage	\$ 1,618,397.00
Sanitary Sewer	\$ 3,890,149.00
Water	\$ 3,776,803.00
Electric	\$ 1,623,800.00
Platting, Drainage Impact, and Misc.	\$ 554,956.00
Engineering & Surveying	\$ 1,730,410.00
Material Testing	\$ 512,439.00
Contingency	\$ 1,708,129.00
Total	\$ 23,211,016.00

LUCERO AT LUCKEY RANCH, UNIT 1 (SAN ANTONIO, TX)
LAND DEVELOPMENT

OPINION OF PROBABLE COST
SUMMARY

8/29/2023

LOT INFORMATION		STREET INFORMATION	
153 LOTS (113 SFR + 40 CV)		6,882 LOCAL A & PRIVATE	
28.4 ACRES		1,948 LOCAL B	
45' X 110' AVG. LOT SIZE		484 SECONDARY ARTERIAL	
TRADITIONAL HOMES & VILLAS			
I.	STREET IMPROVEMENTS		\$2,274,607
II.	DRAINAGE IMPROVEMENTS		\$744,923
III.	SANITARY SEWER IMPROVEMENTS		\$1,911,087
IV.	WATER IMPROVEMENTS (ONSITE, OFFSITE NORTH & OFFSITE SOUTH):		\$1,769,919
V.	ELECTRIC & STREET LIGHT IMPROVEMENTS		\$582,900
VI.	PLATTING, DRAINAGE IMPACT & MISC. FEES		\$143,207
VII.	ENGINEERING & SURVEYING FEE		\$695,010
VIII.	10% CONTINGENCY (ITEMS I-IV)		\$670,054
IX.	MATERIAL TESTING (3% OF ITEMS I-IV)		\$201,016
☐ NO DESIGN COMPLETED		PROJECT TOTAL	\$8,992,722
☐ PRELIMINARY DESIGN COMPLETED		COST/LOT:	\$58,776
☒ FINAL DESIGN COMPLETED		COST/ACRE:	\$316,645

Notes:

1. Please note that this cost estimate prepared is with the benefit of engineering, design and construction plans. The estimated quantities, values and items provided are based on the latest revised Lucero at Luckey Ranch site plan, code research, general standards, communication and experience. Quantities are subject to change at the time of final plan approval.
2. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
3. This estimate is based on unit prices from VK Knowlton for Luckey Ranch South, Unit 1 (currently Unit 5) & Luckey Ranch, Unit 1A Cluster. Any unit prices that were unavailable, an average market price on similar projects in Central Texas was used. No unit price increases and/or adjustments were made to accommodate current market conditions.
4. This estimate includes offsite water main extensions for water supply to the site along WT Montgomery and offsite sewer to tie-in the outfall.
5. The engineering & surveying fees are based on estimated existing contract values with Pape-Dawson.
6. A 3% material testing factor was included for Items I-IV. This estimate accounts for construction phase Geotechnical Engineering services (i.e. construction, field testing, lab reports etc.).
7. This estimate includes both 113 Single Family Residential (SFR) Lots and 40 Courtyard Villa (CV) lots.

LUCERO AT LUCKEY RANCH, UNIT 1 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

I. STREET IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Mobilization	LS	1	\$108,100.00	\$108,100.00
2.	Clearing & Grubbing	AC	28.4	\$434.00	\$12,325.60
3.	Earthwork				
	a. Excavation (Onsite) (Tight Yards)	CY	4,275	\$3.15	\$13,466.25
	b. Embankment (Onsite) (Tight Yards)	CY	35,505	\$1.75	\$62,133.75
	c. Export (Onsite) (Scraper)	CY	31,230	\$3.45	\$107,743.50
4.	2.0" Type D Asphalt (Local A)	SY	9,309	\$11.00	\$102,399.00
5.	8.0" Flexible Base (Local A)	SY	9,309	\$12.80	\$119,155.20
6.	8.0" Lime Stabilized Subgrade (Local A)	SY	9,309	\$7.00	\$65,163.00
7.	2.0" Type C Asphalt (Local B)	SY	5,351	\$11.30	\$60,466.30
8.	3.0" Type D Asphalt (Local B)	SY	5,351	\$15.20	\$81,335.20
9.	12.0" Flexible Base (Local B)	SY	5,351	\$14.70	\$78,659.70
10.	8.0" Lime Stabilized Subgrade (Local B)	SY	5,351	\$7.00	\$37,457.00
11.	2.0" Type C Asphalt (Collector)	SY	1,571	\$11.30	\$17,752.30
12.	3.0" Type D Asphalt (Collector)	SY	1,571	\$15.20	\$23,879.20
13.	15.0" Flexible Base (Collector)	SY	1,571	\$18.75	\$29,456.25
14.	8.0" Lime Stabilized Subgrade (Collector)	SY	1,571	\$7.00	\$10,997.00
15.	2.5" Type C Asphalt (Secondary Arterial)	SY	3,469	\$13.30	\$46,137.70
16.	1.5" Type D Asphalt (Secondary Arterial)	SY	3,469	\$11.00	\$38,159.00
17.	18.0" Flexible Base (Secondary Arterial)	SY	3,469	\$22.90	\$79,440.10
18.	12.0" Lime Stabilized Subgrade (Secondary Arterial)	SY	3,469	\$22.00	\$76,318.00
19.	1.5" Type D Asphalt (WT Montgomery Rd)	SY	748	\$11.00	\$8,228.00
20.	2.5" Type C Asphalt (WT Montgomery Rd)	SY	748	\$13.30	\$9,948.40
21.	10.5" Type B Asphalt (WT Montgomery Rd)	SY	748	\$62.00	\$46,376.00
22.	Geogrid (Tensar TX-5) (Drain Sections)	SY	451	\$4.60	\$2,074.60
23.	7" Concrete Curb	LF	10,037	\$8.25	\$82,805.25
24.	Mountable Concrete Curb	LF	798	\$8.25	\$6,583.50
25.	Concrete Driveway (Private Streets)	EA	6	\$12,000.00	\$72,000.00
26.	Header Curb	LF	256	\$10.70	\$2,739.20
27.	Barricade Posts	EA	48	\$129.00	\$6,192.00
28.	Sawcut & Remove Existing Pavement (WT Montgomery Rd)	LS	1	\$5,000.00	\$5,000.00
29.	Retaining Walls (Gravity Style) (Parking Lot)	FF	2,400	\$29.60	\$71,040.00
30.	Retaining Walls (Gravity Style) (Lots)	FF	607	\$29.60	\$17,967.20
31.	4' Concrete Sidewalk	SY	165	\$54.10	\$8,926.50
32.	5' Concrete Sidewalk	SY	9	\$54.10	\$486.90
33.	6' Concrete Sidewalk	SY	513	\$46.30	\$23,751.90
34.	10' Concrete Sidewalk (Multi-Use Path)	SY	491	\$72.85	\$35,769.35
35.	Streetscaping Trees	EA	20	\$250.00	\$5,000.00
36.	Striping, Pavement Markers etc. (WT Montgomery Rd)	LS	1	\$31,000.00	\$31,000.00
37.	Striping, Pavement Markers, Bicycle Lane etc. (Internal)	LS	1	\$31,000.00	\$31,000.00
38.	Concrete Parking Blocks (Stoppers)	EA	21	\$500.00	\$10,500.00
39.	Rough Proportionality	LOT	153	\$2,000.00	\$306,000.00
40.	Mailbox Concrete Pads (8'x11') (3 ea)	SY	30	\$66.40	\$1,992.00
41.	Signage & Traffic Control (WT Montgomery Rd)	LS	1	\$12,000.00	\$12,000.00
42.	Signage & Traffic Control (Internal)	LS	1	\$12,000.00	\$12,000.00
43.	TPDES				
	a. Stage I	LS	1	\$29,500.00	\$29,500.00
	b. Stage II	LF	10,037	\$1.00	\$10,037.00
	c. Revegetation (Sod/Seed) (100 SY/Lot)	SY	15,300	\$1.80	\$27,540.00
44.	CPS Energy Sleeve/Conduit				
	a. Major Crossing				
	3-6" Conduit, 2-4" Conduit	LF	900	\$62.00	\$55,800.00
	b. Minor Crossing				
	1-6" Conduit, 2-4" Conduit	LF	1,950	\$40.90	\$79,755.00
	c. Drain Crossing				
	2-6" Conduit, 2-4" Conduit	LF	125	\$52.40	\$6,550.00
	d. Developer Crossing				
	3-4" Conduit	LF	350	\$30.00	\$10,500.00
45.	CPS Conduit Final Design Adjustment (Placeholder)	LS	1	\$75,000.00	\$75,000.00
TOTAL STREET IMPROVEMENTS:					\$2,274,606.85
Street Contingency (10%)					\$227,460.69

Notes:

1. This estimate assumes all clearing and grubbing was completed with the mass grading operations with Unit 5.
2. The street sections are 50' ROW, 28' Pavement (Local Type A) and 60' ROW, 40' Pavement (Local B), 70' ROW, 40' Pavement (Collector), 96' ROW, 48' Pavement (Secondary Arterial), 20' Private Street & WT Montgomery Rd.
3. The street sections are based on the pavement report by Terradyne Engineering for Lucero at Luckey Ranch, Unit 1, dated July 3, 2023.
4. This estimates assumes Gravity Retaining Walls are required.
5. The estimate for Tensar TX-5 Geogrid is required for drainage pipes within streets at 4' wide.

LUCERO AT LUCKEY RANCH, UNIT 1 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

II. DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Earthen Excavation (Channel)	CY	712	\$3.15	\$2,242.80
2.	Reinforced Concrete Class 'A'				
	a. Curb Inlets	CY	12	\$1,490.00	\$17,880.00
	b. Headwall/Wingwall	CY	4	\$1,730.00	\$6,920.00
3.	Junction Box				
	a. 4'x4' Junction Box (w/ 4-Way Inlet)	EA	1	\$5,700.00	\$5,700.00
	b. 6'x6' Junction Box	EA	1	\$10,200.00	\$10,200.00
	c. 7'x7' Junction Box	EA	5	\$14,000.00	\$70,000.00
4.	4'x2' SBC	LF	726	\$273.00	\$198,198.00
5.	5'x2' SBC	LF	600	\$437.00	\$262,200.00
6.	24" RCP (Class IV)	LF	209	\$87.80	\$18,350.20
7.	Concrete Collars	EA	19	\$1,290.00	\$24,510.00
8.	Concrete Ring Encasement	EA	1	\$521.00	\$521.00
9.	6" Concrete Rip Rap	SY	1,211	\$100.00	\$121,100.00
10.	6"-8" Rock Rubble at 12" Deep	SY	25	\$73.80	\$1,845.00
11.	Pipe Handrail	LF	37	\$78.40	\$2,900.80
12.	Revegetation (Sod/Seed)	SY	1,682	\$1.40	\$2,354.80
TOTAL DRAINAGE IMPROVEMENTS:					\$744,922.60
Drainage Contingency (10%)		LS	1	\$74,492.26	\$74,492.26

Notes:

1. This estimate is based on final engineering and/design. Quantities are subject to change at the time of City & County plan approval
2. It is assumed that all offsite easements, property/ROW access, permits, approvals etc. are in place prior to construction start of these drainage improvements, therefore no separate OPC items are included herein. It is assumed open cuts in-lieu of bore operations for the installation of drainage across existing driveways, streets, property etc., if necessary.

LUCERO AT LUCKEY RANCH, UNIT 1 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

III. SANITARY SEWER IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	8" Sanitary Sewer Pipe (SDR 26)				
	a. (6'-8')	LF	2,808	\$29.80	\$83,678.40
	b. (8'-10')	LF	2,206	\$31.70	\$69,930.20
	c. (10'-12')	LF	1,553	\$34.00	\$52,802.00
	d. (12'-14')	LF	893	\$37.00	\$33,041.00
	e. (14'-16')	LF	150	\$41.00	\$6,150.00
	f. (16'-18')	LF	332	\$45.00	\$14,940.00
	g. (18'-20')	LF	190	\$82.50	\$15,675.00
	h. (20'-22')	LF	467	\$130.00	\$60,710.00
	i. (22'-24')	LF	396	\$185.00	\$73,260.00
	j. (24'-26')	LF	176	\$235.00	\$41,360.00
	k. (26'-28')	LF	291	\$295.00	\$85,845.00
	l. (28'-30')	LF	200	\$355.00	\$71,000.00
	m. (30'-32')	LF	200	\$406.00	\$81,200.00
	n. (32'-34')	LF	283	\$442.00	\$125,086.00
2.	Standard Sanitary Sewer Manhole	EA	53	\$6,120.00	\$324,360.00
3.	Standard Sanitary Sewer Drop Manhole	EA	3	\$6,090.00	\$18,270.00
4.	Manhole Extra Depth	VF	362	\$458.00	\$165,796.00
5.	Tie Into Existing Manholes	EA	1	\$18,100.00	\$18,100.00
6.	Convert Existing Manholes to External Drop	EA	1	\$12,000.00	\$12,000.00
7.	Concrete Ring Encasement	EA	24	\$521.00	\$12,504.00
8.	6" Vertical Stacks	VF	1304	\$109.00	\$142,136.00
9.	8" x 6" Wyes (Unit 1 & Future)	EA	254	\$132.00	\$33,528.00
10.	6" Sanitary Sewer Lateral (SDR-26)	LF	4,727	\$30.30	\$143,228.10
11.	6" Sanitary Sewer Cleanout	EA	4	\$150.00	\$600.00
12.	Trench Excavation Protection	LF	10,145	\$2.45	\$24,855.25
13.	TV Video Sewer Line	LF	10,145	\$1.60	\$16,232.00
14.	Sewer Trench Benching (Excavation, Embankment & Stockpile)	CY	30,000	\$3.15	\$94,500.00
15.	Doghouse Manhole Structure	EA	1	\$25,800.00	\$25,800.00
16.	Manhole Ventilation & Safety	LS	1	\$14,500.00	\$14,500.00
17.	Dewatering (Allowance)	LS	1	\$50,000.00	\$50,000.00
TOTAL SANITARY SEWER IMPROVEMENTS:					\$1,911,086.95
Sanitary Sewer Contingency (10%)		LS	1	\$191,108.70	\$191,108.70

Notes:

1. The unit price for sewer laterals assumes all fill material is in place.
2. It is assumed that sewer connections to existing mains are readily available in the vicinity of the property.
3. It is assumed sewer trench benching is required for the depths greater than 20ft deep.

LUCERO AT LUCKEY RANCH, UNIT 1 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

IV. WATER IMPROVEMENTS (ONSITE, OFFSITE NORTH & OFFSITE SOUTH):

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
ONSITE					
1.	12" PVC C-900, Class 150, DR 18	LF	1,577	\$53.60	\$84,527.20
2.	12" Gate Valve, MJ w/Valve Box	EA	6	\$2,910.00	\$17,460.00
3.	8" PVC C-900 Class 150, DR 18	LF	4,689	\$34.10	\$159,894.90
4.	8" Gate Valve, MJ w/Valve Box	EA	17	\$1,800.00	\$30,600.00
5.	Standard Fire Hydrant Assembly	EA	12	\$4,600.00	\$55,200.00
6.	D.I. Fittings (Restrained)	TON	6.0	\$6,950.00	\$41,700.00
7.	3/4" Single Service, Short	EA	82	\$625.00	\$51,250.00
8.	3/4" Single Service, Long	EA	71	\$776.00	\$55,096.00
9.	3/4" Irrigation Service w/ (5/8") Meter	EA	3	\$767.00	\$2,301.00
10.	2" Blowoff Assembly (Permanent)	EA	10	\$1,380.00	\$13,800.00
11.	2" Blowoff Assembly (Temporary)	EA	2	\$1,070.00	\$2,140.00
12.	Joint Restraints	LS	1	\$24,442.21	\$24,442.21
13.	Hydrostatic Pressure Test	EA	7	\$3,290.00	\$23,030.00
14.	Trench Excavation Protection	LF	6,266	\$0.30	\$1,879.80
15.	Chlorination	LF	6,266	\$0.05	\$313.30
16.	Meter Box	EA	156	\$236.00	\$36,816.00
17.	Water Well Plugging (Placeholder)	LS	1	\$150,000.00	\$150,000.00
Subtotal Water Distribution Improvements (ONSITE):					\$750,450.41
Water Contingency (10%)		LS	1	\$75,045.04	\$75,045.04
OFFSITE (NORTH)					
1.	Mobilization	LS	1	\$15,000.00	\$15,000.00
2.	ROW Preparation	LS	1	\$5,000.00	\$5,000.00
3.	Intermediate Mobilization & Demobilization	LS	1	\$10,000.00	\$10,000.00
4.	Jack & Bore (Entry Pit & Receiving Pit)	LS	1	\$43,300.00	\$43,300.00
5.	24" Steel Casing	LF	70	\$176.00	\$12,320.00
6.	12"x12" Cut In Tee, MJ	EA	1	\$10,500.00	\$10,500.00
7.	12" PVC C-900 Class 235, DR 18	LF	205	\$53.60	\$10,988.00
8.	12" Gate Valve, MJ w/ Valve Box	EA	2	\$2,910.00	\$5,820.00
9.	12" Division Gate Valve, MJ w/ Valve Box	EA	1	\$3,710.00	\$3,710.00
10.	D.I. Fittings (Restrained)	TON	1	\$6,950.00	\$6,950.00
11.	2" Blowoff Assembly (Temporary)	EA	2	\$1,070.00	\$2,140.00
12.	12" Solid Cap, MJ	EA	1	\$2,610.00	\$2,610.00
13.	Joint Restraints	LS	1	\$1,098.80	\$1,098.80
14.	Hydrostatic Pressure Test	EA	1	\$3,290.00	\$3,290.00
15.	Trench Excavation Protection	LF	205	\$0.30	\$61.50
16.	Chlorination	LF	205	\$0.05	\$10.25
17.	Traffic Control	LS	1	\$5,000.00	\$5,000.00
18.	TPDES	LS	1	\$15,000.00	\$15,000.00
Subtotal Water Distribution Improvements (OFFSITE NORTH):					\$152,798.55
Water Contingency (10%)		LS	1	\$15,279.86	\$15,279.86
OFFSITE (SOUTH)					
1.	Mobilization	LS	1	\$50,000.00	\$50,000.00
2.	ROW Preparation	LS	1	\$10,000.00	\$10,000.00
3.	Intermediate Mobilization & Demobilization	LS	1	\$25,000.00	\$25,000.00
4.	24" Steel Casing	LF	120	\$176.00	\$21,120.00
5.	30" Steel Casing	LF	52	\$220.00	\$11,440.00
6.	Jack & Bore (Entry Pit & Receiving Pit)	LS	1	\$43,300.00	\$43,300.00
7.	16" PVC, C-900, Class 235, DR 18	LF	3,973	\$113.00	\$448,949.00
8.	16" Butterfly Gate Valve, MJ w/Valve Box	EA	6	\$5,260.00	\$31,560.00
9.	16"x12" Tee, MJ	EA	2	\$9,110.00	\$18,220.00
10.	12" PVC C-900 Class 235, DR 18	LF	151	\$53.60	\$8,093.60
11.	12" Gate Valve, MJ w/ Valve Box	EA	2	\$2,910.00	\$5,820.00
12.	Standard Fire Hydrant Assembly	EA	8	\$4,600.00	\$36,800.00
13.	D.I. Fittings (Restrained)	TON	3.0	\$6,950.00	\$20,850.00
14.	2" Blowoff Assembly (Temporary)	EA	1	\$1,070.00	\$1,070.00
15.	2" Blowoff Assembly (Permanent)	EA	3	\$1,380.00	\$4,140.00
16.	Joint Restraints	LS	1	\$45,704.26	\$45,704.26
17.	Hydrostatic Pressure Test	EA	4	\$3,290.00	\$13,160.00
18.	Trench Excavation Protection	LF	4,124	\$0.30	\$1,237.20
19.	Chlorination	LF	4,124	\$0.05	\$206.20
20.	Drain Demo & Rebuild Existing Concrete Drain (Unit 26)	LS	1	\$50,000.00	\$50,000.00
21.	Traffic Control	LS	1	\$5,000.00	\$5,000.00
22.	TPDES	LS	1	\$15,000.00	\$15,000.00
Subtotal Water Distribution Improvements (OFFSITE SOUTH):					\$866,670.26
Water Contingency (10%)		LS	1	\$86,667.03	\$86,667.03
TOTAL WATER IMPROVEMENTS (ONSITE, OFFSITE NORTH & OFFSITE SOUTH):					\$1,769,919.22

Notes:

1. It is assumed that water connections to existing mains are readily available in the vicinity of the property.
2. It is assumed that hydrostatic pressure tests are 1 Each/1,000 LF of water line.
3. It is assumed there is an existing water well onsite that requires capping & plugging.

LUCERO AT LUCKEY RANCH, UNIT 1 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

V. ELECTRIC & STREET LIGHT IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Single Phase Electric (OH & URD) (Primary)	LOT	153	\$1,800.00	\$275,400.00
2.	3-Phase OHE Extension (WT Montgomery Rd)	LS	1	\$200,000.00	\$200,000.00
3.	Street Lights (100 Watt)	EA	14	\$2,500.00	\$35,000.00
4.	Street Lights (200 Watt) (Double Arm)	EA	5	\$4,500.00	\$22,500.00
5.	CPS Energy Final Design Adjustment (Placeholder)	LS	1	\$50,000.00	\$50,000.00
TOTAL ELECTRIC & STREET LIGHT IMPROVEMENTS:					\$582,900.00

Notes:

1. *This estimate assumes the developer will install conduit/sleeves at street and drain crossings.*
2. *This estimate assumes the developer will not install onsite domestic gas service for this community.*
3. *The unit prices provided are based on the most recent CPS Energy residential subdivision pricing within the San Antonio ETJ market area.*
4. *This estimate does not include major or unforeseen offsite electric service upgrades, agreements and/or easements that may be required from CPS Energy. Unit prices are subject to change at the time of final design.*
5. *This estimate assumes that connections to existing electric facilities are readily available within the property.*

LUCERO AT LUCKEY RANCH, UNIT 1 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

VI. PLATTING, DRAINAGE IMPACT & MISC. FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<u>PLATTING FEES</u>					
1.	City Base Fee (Major - Single Family)	LS	1	\$625.00	\$625.00
2.	City Lot Fee (Major - Single Family)	LOT	153	\$80.00	\$12,240.00
3.	City Lot Fee (Major - Non Single Family)	LOT	4	\$5.00	\$20.00
4.	City Acreage Fee (Major - Non Single Family)	AC	6.60	\$550.00	\$3,630.00
5.	City Acreage Fee (Major - Offlot Easements)	AC	5.00	\$550.00	\$2,750.00
6.	County Base Fee (Major-Single Family)	LS	1	\$600.00	\$600.00
7.	County Lot Fee (Major-Single Family)	LOT	153	\$62.00	\$9,486.00
8.	County Acre Fee (Major-Non Single Family)	AC	6.60	\$465.00	\$3,069.00
9.	Recording Fee	SHEET	6	\$82.00	\$492.00
10.	City Recordation Handling Fee	LS	1	\$50.00	\$50.00
11.	Performance Agreement	LS	1	\$265.00	\$265.00
12.	Parks & Recreation Fee	LS	1	\$175.00	\$175.00
13.	Historic Review Fee	LS	1	\$175.00	\$175.00
14.	Replat Public Hearing Fee	LS	1	\$250.00	\$250.00
15.	Tree Fees	LS	1	\$3,000.00	\$3,000.00
16.	TIA Fees	LS	1	\$500.00	\$500.00
17.	MDP Fees	LS	1	\$1,000.00	\$1,000.00
Subtotal Platting Fees:					\$38,327.00
<u>DRAINAGE IMPACT FEES</u>					
1.	Drainage Fee	AC	28.4	\$3,200.00	\$90,880.00
Subtotal Drainage Fees:					\$90,880.00
<u>MISC. FEES</u>					
1.	Inspections, Testing Etc.	LS	1	\$6,000.00	\$6,000.00
2.	Deliveries, Travel, Etc.	LS	1	\$8,000.00	\$8,000.00
Subtotal Miscellaneous Fees:					\$14,000.00
TOTAL PLATTING, DRAINAGE IMPACT & MISC. FEES					\$143,207.00

WATER & SEWER IMPACT FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Water Impact Fees				
	a. Water Supply Fee	EDU	156	\$2,706.00	\$422,136.00
	b. Water Delivery Flow Fee	EDU	156	\$1,188.00	\$185,328.00
	c. System Development Fee (Low Elevation)	EDU	156	\$855.00	\$133,380.00
2.	Sewer Impact Fees				
	a. Treatment (Dos Rios/Leon Creek)	EDU	153	\$651.00	\$99,603.00
	b. Collection (Upper Medina)	EDU	153	\$1,422.00	\$217,566.00
TOTAL WATER & SEWER IMPACT FEES:					\$1,058,013.00

Note:

1. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
2. This estimate assumes the MDP & TIA Report are approved by COSA & Bexar County.
3. The estimated COSA & Bexar County platting fees are based averages from Unit 5.

LUCERO AT LUCKEY RANCH, UNIT 2 (SAN ANTONIO, TX)
LAND DEVELOPMENT

OPINION OF PROBABLE COST
SUMMARY

8/29/2023

LOT INFORMATION		STREET INFORMATION
134 LOTS (100 SFR + 34 CV)		3,346 LOCAL A & PRIVATE
24.3 ACRES		296 LOCAL B
45' X 110' AVG. LOT SIZE		250 COLLECTOR
TRADITIONAL HOMES & VILLAS		
I.	STREET IMPROVEMENTS	\$1,625,969
II.	DRAINAGE IMPROVEMENTS	\$277,704
III.	SANITARY SEWER IMPROVEMENTS	\$724,754
IV.	WATER IMPROVEMENTS (ONSITE & OFFSITE)	\$780,694
V.	ELECTRIC & STREET LIGHT IMPROVEMENTS	\$299,600
VI.	PLATTING, DRAINAGE IMPACT & MISC. FEES	\$121,606
VII.	ENGINEERING & SURVEYING FEE	\$311,850
VIII.	10% CONTINGENCY (ITEMS I-IV)	\$340,912
IX.	MATERIAL TESTING (3% OF ITEMS I-IV)	\$102,274
☒ NO DESIGN COMPLETED ☐ PRELIMINARY DESIGN COMPLETED ☐ FINAL DESIGN COMPLETED		PROJECT TOTAL \$4,585,362 COST/LOT: \$37,585 COST/ACRE: \$188,620

Notes:

1. Please note that this cost estimate prepared is without the benefit of engineering, design or construction plans. The estimated quantities, values and items provided are based on the latest revised Lucero at Luckey Ranch site plan, code research, general standards, communication and experience. Quantities are subject to change at the time of final plan approval.
2. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
3. This estimate is based on unit prices from VK Knowlton for Luckey Ranch South, Unit 1 (currently Unit 5) & Luckey Ranch, Unit 1A Cluster. Any unit prices that were unavailable, an average market price on similar projects in Central Texas was used. No unit price increases and/or adjustments were made to accommodate current market conditions.
4. This estimate includes offsite water main extensions for water supply to the site along WT Montgomery.
5. The engineering & surveying fees are based on estimated existing contract values with Pape-Dawson.
6. A 3% material testing factor was included for Items I-IV. This estimate accounts for construction phase Geotechnical Engineering services (i.e. construction, field testing, lab reports etc.).
7. This estimate includes both 100 Single Family Residential (SFR) Lots and 20 Courtyard Villa (CV) lots.

LUCERO AT LUCKEY RANCH, UNIT 2 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

I. STREET IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Mobilization	LS	1	\$108,100.00	\$108,100.00
2.	Clearing & Grubbing	AC	24.3	\$434.00	\$10,546.20
3.	Earthwork				
	a. Excavation (Onsite) (Tight Yards)	CY	4,970	\$3.15	\$15,655.50
	b. Embankment (Onsite) (Tight Yards)	CY	24,115	\$1.75	\$42,201.25
	c. Import (Onsite) (Scrapers)	CY	19,145	\$3.45	\$66,050.25
4.	2.0" Type D Asphalt (Local A)	SY	13,937	\$11.00	\$153,307.00
5.	8.0" Flexible Base (Local A)	SY	13,937	\$12.80	\$178,393.60
6.	8.0" Lime Stabilized Subgrade (Local A)	SY	13,937	\$7.00	\$97,559.00
7.	2.0" Type C Asphalt (Local B)	SY	1,113	\$11.30	\$12,576.90
8.	3.0" Type D Asphalt (Local B)	SY	1,113	\$15.20	\$16,917.60
9.	12.0" Flexible Base (Local B)	SY	1,113	\$14.70	\$16,361.10
10.	8.0" Lime Stabilized Subgrade (Local B)	SY	1,113	\$7.00	\$7,791.00
11.	2.0" Type C Asphalt (Collector)	SY	1,801	\$11.30	\$20,351.30
12.	3.0" Type D Asphalt (Collector)	SY	1,801	\$15.20	\$27,375.20
13.	15.0" Flexible Base (Collector)	SY	1,801	\$18.75	\$33,768.75
14.	8.0" Lime Stabilized Subgrade (Collector)	SY	1,801	\$7.00	\$12,607.00
15.	Concrete Driveway (Private Alley)	EA	4	\$12,000.00	\$48,000.00
16.	7" Concrete Curb	LF	8,164	\$8.25	\$67,353.00
17.	Mountable Curb	LF	1,071	\$8.25	\$8,835.75
18.	Header Curb	LF	68	\$10.70	\$727.60
19.	Barricade Posts	EA	14	\$129.00	\$1,806.00
20.	Remove Header Curb & Barricade Posts	EA	5	\$797.00	\$3,985.00
21.	4' Concrete Sidewalk	SY	737	\$54.10	\$39,871.70
22.	6' Concrete Sidewalk	SY	402	\$46.30	\$18,612.60
23.	Striping, Pavement Markers, Bicycle Lane etc.	LS	1	\$31,000.00	\$31,000.00
24.	Rough Proportionality	LOT	122	\$2,000.00	\$244,000.00
25.	Retaining Walls (Gravity Style) (Parking Lot)	FF	2,430	\$29.60	\$71,928.00
26.	Retaining Walls (Gravity Style) (Lots) (Placeholder)	FF	1,000	\$29.60	\$29,600.00
27.	Mailbox Concrete Pads (8'x11') (2 ea)	SY	20	\$66.40	\$1,328.00
28.	Signage and Traffic Control	LS	1	\$12,000.00	\$12,000.00
29.	TPDES				
	a. Stage I	LS	1	\$29,500.00	\$29,500.00
	b. Stage II	LF	9,235	\$1.00	\$9,235.00
	c. Revegetation (Sod/Seed) (100 SY/Lot)	SY	12,200	\$1.80	\$21,960.00
30.	CPS Energy Sleeve/Conduit				
	a. Major Crossing				
	3-6" Conduit, 2-4" Conduit	LF	320	\$62.00	\$19,840.00
	b. Minor Crossing				
	1-6" Conduit, 2-4" Conduit	LF	1,550	\$40.90	\$63,395.00
	c. Drain Crossing				
	2-6" Conduit, 2-4" Conduit	LF	75	\$52.40	\$3,930.00
	d. Developer Crossing				
	3-4" Conduit	LF	150	\$30.00	\$4,500.00
31.	CPS Conduit Final Design Adjustment (Placeholder)	LS	1	\$75,000.00	\$75,000.00
TOTAL STREET IMPROVEMENTS:					\$1,625,969.30
	Street Contingency (10%)	LS	1	\$162,596.93	\$162,596.93

Notes:

1. This estimate assumes all clearing and grubbing was completed with the mass grading operations with Unit 5.
2. The street sections are based on 20' Private Streets, 50' ROW, 28' Pavement (Local Type A), 60' ROW, 40' Pavement (Local B) and 80' ROW, 44' Pavement (Collector).
3. The street sections are based on the pavement report by Terradyne Engineering for Lucero at Luckey Ranch, Unit 1, dated July 3, 2023.
4. This estimates assumes Gravity Retaining Walls are required.

LUCERO AT LUCKEY RANCH, UNIT 2 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

II. DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Improvements to Existing Unit 1 Drainage System	EA	1	\$75,000.00	\$75,000.00
2.	Reinforced Concrete Class 'A'				
	a. Sidewalk Boxes	CY	16	\$2,810.00	\$44,960.00
	b. Curb Inlets	CY	8	\$1,490.00	\$11,920.00
3.	Adjust Existing Junction Box Top	EA	1	\$5,000.00	\$5,000.00
4.	4'x2' SBC	LF	175	\$273.00	\$47,775.00
5.	6" Concrete Rip Rap	SY	750	\$100.00	\$75,000.00
6.	6"-8" Rock Rubble at 12" Deep	SY	125	\$73.80	\$9,225.00
7.	Concrete Collars	EA	2	\$1,290.00	\$2,580.00
8.	Pipe Handrail	LF	35	\$78.40	\$2,744.00
9.	Revegetation (Sod/Seed)	SY	2,500	\$1.40	\$3,500.00
TOTAL DRAINAGE IMPROVEMENTS:					\$277,704.00
	Drainage Contingency (10%)	LS	1	\$277,704.00	\$277,704.00

Notes:

1. This estimate is not based on preliminary engineering and/or design. Quantities are subject to change at final design and City & County plan approval
2. It is assumed that all offsite easements, property/ROW access, permits, approvals etc. are in place prior to construction start of these drainage improvements, therefore no separate OPC items are included herein. It is assumed open cuts in-lieu of bore operations for the installation of drainage across existing driveways, streets, property etc., if necessary.

LUCERO AT LUCKEY RANCH, UNIT 2 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

III. SANITARY SEWER IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	8" Sanitary Sewer Pipe (SDR 26)				
	a. (6'-16')	LF	4,786	\$37.00	\$177,082.00
2.	Standard Sanitary Sewer Manhole	EA	23	\$6,120.00	\$140,760.00
3.	Standard Sanitary Sewer Drop Manhole	EA	3	\$6,090.00	\$18,270.00
4.	Manhole Extra Depth	VF	60	\$458.00	\$27,480.00
5.	6" 2-Way Sanitary Sewer Clean-Out with 8" Trunk	EA	3	\$1,500.00	\$4,500.00
6.	6" Vertical Stacks	VF	276	\$109.00	\$30,084.00
7.	Tie Into Existing Manhole	EA	4	\$18,100.00	\$72,400.00
8.	Manhole Ventilation & Safety	EA	2	\$14,500.00	\$29,000.00
9.	Adjust Manhole Tops	EA	4	\$729.00	\$2,916.00
10.	8" x 6" Wyes	EA	122	\$132.00	\$16,104.00
11.	6" Sanitary Sewer Lateral (SDR-26)	LF	4,514	\$30.30	\$136,774.20
12.	Trench Excavation Protection	LF	4,786	\$2.45	\$11,725.70
13.	TV Video Sewer Line	LF	4,786	\$1.60	\$7,657.60
14.	Dewatering (Allowance)	LS	1	\$50,000.00	\$50,000.00
TOTAL SANITARY SEWER IMPROVEMENTS:					\$724,753.50
Sanitary Sewer Contingency (10%)		LS	1	\$72,475.35	\$72,475.35

Notes:

1. It is assumed that 75% of the lots will require 3' vertical stacks.
2. It is assumed that the average sanitary sewer lateral is 37 LF per lot.
3. It is assumed that 100% of the sanitary sewer laterals require wyes.
4. It is assumed that sewer connections to existing mains are readily available in the vicinity of the property.
5. It is assumed that 10% of the sanitary sewer manholes are drop manholes

LUCERO AT LUCKEY RANCH, UNIT 2 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

III. WATER IMPROVEMENTS (ONSITE & OFFSITE)

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<u>ONSITE</u>					
1.	12" PVC C-900, Class 150, DR 18	LF	846	\$53.60	\$45,345.60
2.	12" Gate Valve, MJ w/Valve Box	EA	3	\$2,910.00	\$8,730.00
3.	8" PVC C-900 Class 150, DR 18	LF	3,152	\$34.10	\$107,483.20
4.	8" Gate Valve, MJ w/Valve Box	EA	6	\$1,800.00	\$10,800.00
5.	Standard Fire Hydrant Assembly	EA	7	\$4,600.00	\$32,200.00
6.	D.I. Fittings (Restrained)	TON	4.0	\$6,950.00	\$27,800.00
7.	3/4" Single Service, Short	EA	62	\$625.00	\$38,750.00
8.	3/4" Single Service, Long	EA	60	\$776.00	\$46,560.00
9.	3/4" Irrigation Service w/ (5/8") Meter	EA	2	\$767.00	\$1,534.00
10.	2" Blowoff Assembly (Permanent)	EA	3	\$1,380.00	\$4,140.00
11.	2" Blowoff Assembly (Temporary)	EA	5	\$1,070.00	\$5,350.00
12.	Joint Restraints	LS	1	\$15,282.88	\$15,282.88
13.	Hydrostatic Pressure Test	EA	4	\$3,290.00	\$13,160.00
14.	Trench Excavation Protection	LF	3,998	\$0.30	\$1,199.40
15.	Chlorination	LF	3,998	\$0.05	\$199.90
16.	Meter Box	EA	123	\$236.00	\$29,028.00
Subtotal Water Improvements (ONSITE):					\$387,562.98
Water Contingency (10%)		LS	1	\$38,756.30	\$38,756.30
<u>OFFSITE</u>					
1.	Mobilization	LS	1	\$50,000.00	\$50,000.00
2.	ROW Preparation	LS	1	\$10,000.00	\$10,000.00
3.	Intermediate Mobilization & Demobilization	LS	1	\$25,000.00	\$25,000.00
4.	24" Steel Casing	LF	66	\$176.00	\$11,616.00
5.	Jack & Bore (Entry Pit & Receiving Pit)	LS	1	\$43,300.00	\$43,300.00
6.	16" PVC, C-900, Class 235, DR 18	LF	1,393	\$113.00	\$157,409.00
7.	16" Butterfly Gate Valve, MJ w/Valve Box	EA	2	\$5,260.00	\$10,520.00
8.	12" PVC C-900 Class 235, DR 18	LF	76	\$53.60	\$4,073.60
9.	12" Gate Valve, MJ w/ Valve Box	EA	1	\$2,910.00	\$2,910.00
10.	16"x12" Tee, MJ	EA	1	\$9,110.00	\$9,110.00
11.	Standard Fire Hydrant Assembly	EA	2	\$4,600.00	\$9,200.00
12.	D.I. Fittings (Restrained)	TON	2.0	\$6,950.00	\$13,900.00
13.	2" Blowoff Assembly (Temporary)	EA	1	\$1,070.00	\$1,070.00
14.	2" Blowoff Assembly (Permanent)	EA	2	\$1,380.00	\$2,760.00
15.	Joint Restraints	LS	1	\$16,148.26	\$16,148.26
16.	Hydrostatic Pressure Test	EA	2	\$2,800.00	\$5,600.00
17.	Trench Excavation Protection	LF	1,469	\$0.30	\$440.70
18.	Chlorination	LF	1,469	\$0.05	\$73.45
19.	Traffic Control	LS	1	\$15,000.00	\$15,000.00
20.	TPDES	LS	1	\$5,000.00	\$5,000.00
Subtotal Water Improvements (OFFSITE):					\$393,131.01
Water Contingency (10%)		LS	1	\$39,313.10	\$39,313.10
TOTAL WATER IMPROVEMENTS (ONSITE & OFFSITE):					\$780,693.99

Notes:

1. It is assumed that the D.I. Fittings are 0.1 Tons/100 LF of water line.
2. It is assumed that 60% of water services are short and 40% are long.
3. It is assumed that water connections to existing mains are readily available in the vicinity of the property.
4. It is assumed that hydrostatic pressure tests are 1 Each/1,000 LF of water line.
5. It is assumed that fire hydrants are placed at every 500 LF max distances.
6. The offsite waterlines will be installed along WT Montgomery Rd and tie-in to the Lucero at Luckey Ranch Unit 2.
7. It is assumed there is an existing water well onsite that requires capping & plugging.

LUCERO AT LUCKEY RANCH, UNIT 2 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

V. ELECTRIC & STREET LIGHT IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Single Phase Electric (OH & URD) (Primary)	LOT	122	\$1,800.00	\$219,600.00
2.	Street Light (100 Watt) (Single Arm)	EA	12	\$2,500.00	\$30,000.00
3.	CPS Energy Final Design Adjustment (Placeholder)	LS	1	\$50,000.00	\$50,000.00
TOTAL ELECTRIC & STREET LIGHT IMPROVEMENTS:					\$299,600.00

Notes:

1. This estimate assumes the developer will install conduit/sleeves at street and drain crossings.
2. This estimate assumes the developer will not install onsite domestic gas service for this community.
3. The unit prices provided are based on the most recent CPS Energy residential subdivision pricing within the San Antonio ETJ market area.
4. This estimate does not include major or unforeseen offsite electric service upgrades, agreements and/or easements that may be required from CPS Energy. Unit prices are subject to change at the time of final design.
5. This estimate assumes that connections to existing electric facilities are readily available within the property.

LUCERO AT LUCKEY RANCH, UNIT 2 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

VI. PLATTING, DRAINAGE IMPACT & MISC. FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
<u>PLATTING FEES</u>					
1.	City Base Fee (Major - Single Family)	LS	1	\$625.00	\$625.00
2.	City Lot Fee (Major - Single Family)	LOT	122	\$80.00	\$9,760.00
3.	City Lot Fee (Major - Non Single Family)	LOT	4	\$5.00	\$20.00
4.	City Acreage Fee (Major - Non Single Family)	AC	5.10	\$550.00	\$2,805.00
5.	City Acreage Fee (Major - Offlot Easements)	AC	0.50	\$550.00	\$275.00
6.	County Base Fee (Major-Single Family)	LS	1	\$600.00	\$600.00
7.	County Lot Fee (Major-Single Family)	LOT	122	\$62.00	\$7,564.00
8.	County Acre Fee (Major-Non Single Family)	AC	5.10	\$465.00	\$2,371.50
9.	Recording Fee	SHEET	5	\$82.00	\$410.00
10.	City Recordation Handling Fee	LS	1	\$50.00	\$50.00
11.	Performance Agreement	LS	1	\$265.00	\$265.00
12.	Parks & Recreation Fee	LS	1	\$175.00	\$175.00
13.	Historic Review Fee	LS	1	\$175.00	\$175.00
14.	Replat Public Hearing Fee	LS	1	\$250.00	\$250.00
15.	Tree Fees	LS	1	\$3,000.00	\$3,000.00
16.	TIA Fees	LS	1	\$500.00	\$500.00
17.	MDP Fees	LS	1	\$1,000.00	\$1,000.00
Subtotal Platting Fees:					\$29,845.50
<u>DRAINAGE IMPACT FEES</u>					
1.	Drainage Fee	AC	24.3	\$3,200.00	\$77,760.00
Subtotal Drainage Fees:					\$77,760.00
<u>MISCELLANEOUS FEES</u>					
1.	Inspections, Testing Etc.	LS	1	\$6,000.00	\$6,000.00
2.	Deliveries, Travel, Etc.	LS	1	\$8,000.00	\$8,000.00
Subtotal Miscellaneous Fees:					\$14,000.00
TOTAL PLATTING, DRAINAGE IMPACT & MISC. FEES					\$121,605.50

WATER & SEWER IMPACT FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Water Impact Fees				
a.	Water Supply Fee	EDU	124	\$2,706.00	\$335,544.00
b.	Water Delivery Flow Fee	EDU	124	\$1,188.00	\$147,312.00
c.	System Development Fee (Low Elevation)	EDU	124	\$855.00	\$106,020.00
2.	Sewer Impact Fees				
a.	Treatment (Dos Rios/Leon Creek)	EDU	122	\$651.00	\$79,422.00
b.	Collection (Upper Medina)	EDU	122	\$1,422.00	\$173,484.00
TOTAL WATER & SEWER IMPACT FEES:					\$841,782.00

Note:

1. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
2. This estimate assumes the MDP & TIA Report are approved by COSA & Bexar County.
3. The estimated COSA & Bexar County platting fees are based averages from Unit 5.

LUCERO AT LUCKEY RANCH, UNIT 3 (SAN ANTONIO, TX)
LAND DEVELOPMENT

OPINION OF PROBABLE COST
SUMMARY

8/29/2023

LOT INFORMATION		STREET INFORMATION	
132 LOTS (113 SFR + 19 CV)		4,921 LOCAL A & PRIVATE	
27.8 ACRES		641 LOCAL B	
45' X 110' AVG. LOT SIZE		1,066 SECONDARY ARTERIAL	
TRADITIONAL HOMES & VILLAS			
I.	STREET IMPROVEMENTS		\$2,385,848
II.	DRAINAGE IMPROVEMENTS		\$261,970
III.	SANITARY SEWER IMPROVEMENTS		\$594,514
IV.	WATER IMPROVEMENTS		\$541,766
V.	ELECTRIC & STREET LIGHT IMPROVEMENTS		\$369,700
VI.	PLATTING, DRAINAGE IMPACT & MISC. FEES		\$139,757
VII.	ENGINEERING & SURVEYING FEE		\$347,700
VIII.	10% CONTINGENCY (ITEMS I-IV)		\$378,410
IX.	MATERIAL TESTING (3% OF ITEMS I-IV)		\$113,523
☒ NO DESIGN COMPLETED		PROJECT TOTAL	\$5,133,188
☐ PRELIMINARY DESIGN COMPLETED		COST/LOT:	\$35,647
☐ FINAL DESIGN COMPLETED		COST/ACRE:	\$184,647

Notes:

1. Please note that this cost estimate prepared is without the benefit of engineering, design or construction plans. The estimated quantities, values and items provided are based on the latest revised Lucero at Luckey Ranch site plan, code research, general standards, communication and experience. Quantities are subject to change at the time of final plan approval.
2. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
3. This estimate is based on unit prices from VK Knowlton for Luckey Ranch South, Unit 1 (currently Unit 5) & Luckey Ranch, Unit 1A Cluster. Any unit prices that were unavailable, an average market price on similar projects in Central Texas was used. No unit price increases and/or adjustments were made to accommodate current market conditions.
4. This estimate assumes all offsite water main extensions for water supply to the site are in place.
5. The engineering & surveying fees are based on estimated future contract values with Pape-Dawson.
6. A 3% material testing factor was included for Items I-IV. This estimate accounts for construction phase Geotechnical Engineering services (i.e. construction, field testing, lab reports etc.).
7. This estimate includes both 113 Single Family Residential (SFR) Lots and 31 Courtyard Villa (CV) lots.

LUCERO AT LUCKEY RANCH, UNIT 3 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

I. STREET IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Mobilization	LS	1	\$108,100.00	\$108,100.00
2.	Clearing & Grubbing	AC	27.8	\$434.00	\$12,065.20
3.	Earthwork				
	a. Excavation (Onsite) (Tight Yards)	CY	2,860	\$3.15	\$9,009.00
	b. Embankment (Onsite) (Tight Yards)	CY	48,820	\$1.75	\$85,435.00
	c. Import (Onsite) (Scrapers)	CY	45,960	\$3.45	\$158,562.00
4.	2.0" Type D Asphalt (Local A)	SY	16,279	\$11.00	\$179,069.00
5.	8.0" Flexible Base (Local A)	SY	16,279	\$12.80	\$208,371.20
6.	8.0" Lime Stabilized Subgrade (Local A)	SY	16,279	\$7.00	\$113,953.00
7.	2.0" Type C Asphalt (Local B)	SY	1,138	\$11.30	\$12,859.40
8.	3.0" Type D Asphalt (Local B)	SY	1,138	\$15.20	\$17,297.60
9.	12.0" Flexible Base (Local B)	SY	1,138	\$14.70	\$16,728.60
10.	8.0" Lime Stabilized Subgrade (Local B)	SY	1,138	\$7.00	\$7,966.00
11.	2.5" Type C Asphalt (Secondary Arterial)	SY	5,996	\$13.30	\$79,746.80
12.	1.5" Type D Asphalt (Secondary Arterial)	SY	5,996	\$11.00	\$65,956.00
13.	18.0" Flexible Base (Secondary Arterial)	SY	5,996	\$22.90	\$137,308.40
14.	12.0" Lime Stabilized Subgrade (Secondary Arterial)	SY	5,996	\$22.00	\$131,912.00
15.	7" Concrete Curb	LF	12,198	\$8.25	\$100,633.50
16.	Mountable Concrete Curb	LF	1,636	\$8.25	\$13,497.00
17.	Concrete Driveway (Private Streets)	EA	7	\$12,000.00	\$84,000.00
18.	Remove Header Curb & Barricade Posts	EA	6	\$797.00	\$4,782.00
19.	Header Curb	LF	28	\$10.70	\$299.60
20.	Barricade Posts	EA	6	\$129.00	\$774.00
21.	4" Double Yellow Thermoplastic Line w\ Type II AA RPM	LF	2,132	\$1.90	\$4,050.80
22.	4' Concrete Sidewalk	SY	942	\$54.10	\$50,962.20
23.	6' Concrete Sidewalk	SY	515	\$46.30	\$23,844.50
24.	10' Concrete Sidewalk (Multi-Use Path)	SY	1,077	\$72.85	\$78,459.45
25.	Streetscaping Trees	EA	50	\$250.00	\$12,500.00
26.	Striping, Pavement Markers, Bicycle Lane etc.	LS	2	\$31,000.00	\$62,000.00
27.	Retaining Walls (Gravity Style) (Placeholder)	FF	1,000	\$29.60	\$29,600.00
28.	Mailbox Concrete Pads (8'x11') (3 ea)	SY	30	\$66.40	\$1,992.00
29.	Rough Proportionality	LOT	144	\$2,000.00	\$288,000.00
30.	Signage and Traffic Control	LS	2	\$12,000.00	\$24,000.00
31.	TPDES				
	a. Stage I	LS	1	\$29,500.00	\$29,500.00
	b. Stage II	LF	13,834	\$1.00	\$13,834.00
	c. Revegetation (Sod/Seed) (100 SY/Lot)	SY	14,400	\$1.80	\$25,920.00
32.	CPS Energy Sleeve/Conduit				
	a. Major Crossing				
	3-6" Conduit, 2-4" Conduit	LF	500	\$62.00	\$31,000.00
	b. Minor Crossing				
	1-6" Conduit, 2-4" Conduit	LF	1,800	\$40.90	\$73,620.00
	c. Drain Crossing				
	2-6" Conduit, 2-4" Conduit	LF	100	\$52.40	\$5,240.00
	d. Developer Crossing				
	3-4" Conduit	LF	200	\$40.00	\$8,000.00
33.	CPS Conduit Final Design Adjustment (Placeholder)	LS	1	\$75,000.00	\$75,000.00
TOTAL STREETS IMPROVEMENTS:					\$2,385,848.25
Street Contingency (10%)		LS	1	\$238,584.83	\$238,584.83

Notes:

1. This estimate assumes all clearing and grubbing was completed with the mass grading operations with Unit 5.
2. The street sections are based on 20' Private Streets, 50' ROW, 28' Pavement (Local Type A), 60' ROW, 40' Pavement (Local B) and 96' ROW, 48' Pavement (Secondary Arterial).
3. The street sections are based on the pavement report by Terradyne Engineering for Lucero at Luckey Ranch, Unit 1, dated July 3, 2023.
4. This estimates assumes Gravity Retaining Walls are required.
5. The estimate for Tensar TX-5 Geogrid is required for drainage pipes within streets at 4' wide.

LUCERO AT LUCKEY RANCH, UNIT 3 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

II. DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Reinforced Concrete Class 'A'				
	a. Curb Inlets	CY	21	\$1,490.00	\$31,290.00
	b. Sidewalk Boxes	CY	14	\$2,810.00	\$39,340.00
2.	3'x2' SBC	LF	235	\$286.00	\$67,210.00
3.	4'x2' SBC	LF	45	\$273.00	\$12,285.00
4.	6'x2' SBC	LF	105	\$430.00	\$45,150.00
5.	Concrete Collars	EA	5	\$1,290.00	\$6,450.00
6.	6" Concrete Rip Rap	SY	450	\$100.00	\$45,000.00
7.	6"-8" Rock Rubble at 12" Deep	SY	125	\$73.80	\$9,225.00
8.	Pipe Handrail	LF	50	\$78.40	\$3,920.00
9.	Revegetation (Sod/Seed)	SY	1,500	\$1.40	\$2,100.00
TOTAL DRAINAGE IMPROVEMENTS:					\$261,970.00
Drainage Contingency (10%)		LS	1	\$26,197.00	\$26,197.00

Notes:

1. This estimate is not based on preliminary engineering and/or design. Quantities are subject to change at final design and City & County plan approval
2. It is assumed that all offsite easements, property/ROW access, permits, approvals etc. are in place prior to construction start of these drainage improvements, therefore no separate OPC items are included herein. It is assumed open cuts in-lieu of bore operations for the installation of drainage across existing driveways, streets, property etc., if necessary.

LUCERO AT LUCKEY RANCH, UNIT 3 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

III. SANITARY SEWER IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	8" Sanitary Sewer Pipe (SDR 26)				
	a. (6'-12')	LF	2,265	\$37.00	\$83,805.00
2.	Standard Sanitary Sewer Manhole	EA	10	\$6,120.00	\$61,200.00
3.	Standard Sanitary Sewer Drop Manhole	EA	2	\$6,090.00	\$12,180.00
4.	Manhole Extra Depth	VF	60	\$458.00	\$27,480.00
5.	6" 2-Way Sewer Cleanout w/ 8" Trunk	EA	3	\$1,500.00	\$4,500.00
6.	Tie Into Existing Manhole	EA	5	\$18,100.00	\$90,500.00
7.	Adjust Manhole Top	EA	12	\$729.00	\$8,748.00
8.	Manhole Ventilation & Safety	EA	1	\$14,500.00	\$14,500.00
9.	6" Vertical Stacks	VF	324	\$109.00	\$35,316.00
10.	8" x 6" Wyes	EA	75	\$132.00	\$9,900.00
11.	6" Lateral (Tie-In to Existing Wye)	EA	69	\$500.00	\$34,500.00
12.	6" Sanitary Sewer Lateral (SDR-26)	LF	5,040	\$30.30	\$152,712.00
13.	Trench Excavation Protection	LF	2,265	\$2.45	\$5,549.25
14.	TV Video Sewer Line	LF	2,265	\$1.60	\$3,624.00
15.	Dewatering (Allowance)	LS	1	\$50,000.00	\$50,000.00
TOTAL SANITARY SEWER IMPROVEMENTS:					\$594,514.25
Sanitary Sewer Contingency (10%)		LS	1	\$59,451.43	\$59,451.43

Notes:

1. It is assumed that 75% of the lots will require 3' vertical stacks.
2. It is assumed that the average sanitary sewer lateral is 35 LF per lot.
3. It is assumed that existing sanitary sewer laterals installed with the Unit 1 sewer line will be tied into.
4. It is assumed that 20% of the sanitary sewer manholes are drop manholes
5. It is assumed that 5' of extra manhole depth is required per manhole.
6. The unit price for sewer laterals assumes all fill material is in place.
7. It is assumed that sewer connections to existing mains are readily available in the vicinity of the property.

LUCERO AT LUCKEY RANCH, UNIT 3 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

IV. WATER IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	12" PVC C-900, Class 150, DR18	LF	2,683	\$53.60	\$143,808.80
2.	12" Gate Valve, MJ w/Valve Box	EA	5	\$2,910.00	\$14,550.00
3.	8" PVC C-900 Class 150, DR 18	LF	2,730	\$34.10	\$93,093.00
4.	8" Gate Valve, MJ w/Valve Box	EA	5	\$1,800.00	\$9,000.00
5.	2" HDPE Pipe, DR9	LF	296	\$18.20	\$5,387.20
6.	Standard Fire Hydrant Assembly	EA	9	\$4,600.00	\$41,400.00
7.	D.I. Fittings (Restrained)	TON	6.0	\$6,950.00	\$41,700.00
8.	3/4" Single Service, Short	EA	57	\$625.00	\$35,625.00
9.	3/4" Single Service, Long	EA	87	\$776.00	\$67,512.00
10.	3/4" Irrigation Service w/ (5/8") Meter	EA	3	\$767.00	\$2,301.00
11.	2" Blowoff Assembly (Temporary)	EA	5	\$1,070.00	\$5,350.00
12.	2" Blowoff Assembly (Permanent)	EA	1	\$1,380.00	\$1,380.00
13.	Joint Restraints	LS	1	\$24,228.90	\$24,228.90
14.	Hydrostatic Pressure Test	EA	6	\$3,290.00	\$19,740.00
15.	Trench Excavation Protection	LF	5,709	\$0.30	\$1,712.70
16.	Chlorination	LF	5,709	\$0.05	\$285.45
17.	Meter Box	EA	147	\$236.00	\$34,692.00
TOTAL WATER IMPROVEMENTS:					\$541,766.05
Water Contingency (10%)		LS	1	\$54,176.61	\$54,176.61

Notes:

1. It is assumed that the D.I. Fittings are 0.1 Tons/100 LF of water line.
2. It is assumed that 60% of water services are long and 40% are short.
3. It is assumed that water connections to existing mains are readily available in the vicinity of the property.
4. It is assumed that hydrostatic pressure tests are 1 Each/1,000 LF of water line.
5. It is assumed that fire hydrants are placed at every 500 LF max distances.
6. It is assumed all offsite waterlines are installed along WT Montgomery with the construction of Unit 1 & 2.

LUCERO AT LUCKEY RANCH, UNIT 3 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

V. ELECTRIC & STREET LIGHT IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Single Phase Electric (OH & URD) (Primary)	LOT	144	\$1,800.00	\$259,200.00
2.	Street Light (100 Watt) (Single Arm)	EA	18	\$2,500.00	\$45,000.00
3.	Street Light (200 Watt) (Double Arm)	EA	9	\$4,500.00	\$40,500.00
4.	CPS Energy Final Design Adjustment (Placeholder)	LS	1	\$25,000.00	\$25,000.00
TOTAL ELECTRIC & STREET LIGHT IMPROVEMENTS:					\$369,700.00

Notes:

1. This estimate assumes the developer will install conduit/sleeves at street and drain crossings.
2. This estimate assumes the developer will not install onsite domestic gas service for this community.
3. The unit prices provided are based on the most recent CPS Energy residential subdivision pricing within the San Antonio ETJ market area.
4. This estimate does not include major or unforeseen offsite electric service upgrades, agreements and/or easements that may be required from CPS Energy. Unit prices are subject to change at the time of final design.
5. This estimate assumes that connections to existing electric facilities are readily available within the property.

LUCERO AT LUCKEY RANCH, UNIT 3 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

VI. PLATTING, DRAINAGE IMPACT & MISC. FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
PLATTING FEES					
1.	City Base Fee (Major - Single Family)	LS	1	\$625.00	\$625.00
2.	City Lot Fee (Major - Single Family)	LOT	144	\$80.00	\$11,520.00
3.	City Lot Fee (Major - Non Single Family)	LOT	5	\$5.00	\$25.00
4.	City Acreage Fee (Major - Non Single Family)	AC	6.7	\$550.00	\$3,685.00
5.	City Acreage Fee (Major - Offlot Easements)	AC	0.5	\$550.00	\$275.00
6.	County Base Fee (Major-Single Family)	LS	1	\$600.00	\$600.00
7.	County Lot Fee (Major-Single Family)	LOT	144	\$62.00	\$8,928.00
8.	County Acre Fee (Major-Non Single Family)	AC	6.7	\$465.00	\$3,115.50
9.	Recording Fee	SHEET	4	\$82.00	\$328.00
10.	City Recordation Handling Fee	LS	1	\$50.00	\$50.00
11.	Performance Agreement	LS	1	\$265.00	\$265.00
12.	Parks & Recreation Fee	LS	1	\$175.00	\$175.00
13.	Historic Review Fee	LS	1	\$175.00	\$175.00
14.	Replat Public Hearing Fee	LS	1	\$250.00	\$250.00
15.	Tree Fees	LS	1	\$3,000.00	\$3,000.00
16.	MDP Fees	LS	1	\$1,000.00	\$1,000.00
Subtotal Platting Fees:					\$34,016.50
DRAINAGE IMPACT FEES					
1.	Drainage Fee	AC	27.8	\$3,300.00	\$91,740.00
Subtotal Drainage Fees:					\$91,740.00
MISC. FEES					
1.	Inspection, Testing Etc.	LS	1	\$6,000.00	\$6,000.00
2.	Deliveries, Travel, Logistics Etc.	LS	1	\$8,000.00	\$8,000.00
Subtotal Miscellaneous Fees:					\$14,000.00
TOTAL PLATTING, DRAINAGE IMPACT & MISC. FEES					\$139,756.50

WATER & SEWER IMPACT FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Water Impact Fees				
	a. Water Supply Fee	EDU	147	\$2,706.00	\$397,782.00
	b. Water Delivery Flow Fee	EDU	147	\$1,188.00	\$174,636.00
	c. System Development Fee (Low Elevation)	EDU	147	\$855.00	\$125,685.00
2.	Sewer Impact Fees				
	a. Treatment (Dos Rios/Leon Creek)	EDU	144	\$651.00	\$93,744.00
	b. Collection (Upper Medina)	EDU	144	\$1,422.00	\$204,768.00
TOTAL WATER & SEWER IMPACT FEES:					\$996,615.00

Note:

1. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
2. This estimate assumes the MDP & TIA Report are approved by COSA & Bexar County.
3. The estimated COSA & Bexar County platting fees are based averages from Unit 5.

LUCERO AT LUCKEY RANCH, UNIT 4 (SAN ANTONIO, TX)
LAND DEVELOPMENT

OPINION OF PROBABLE COST
SUMMARY

8/29/2023

LOT INFORMATION		STREET INFORMATION	
164 LOTS		3,501 LOCAL A	
30.8 ACRES		925 LOCAL B	
45' X 110' AVG. LOT SIZE			
TRADITIONAL HOMES ONLY			
I.	STREET IMPROVEMENTS		\$1,509,509
II.	DRAINAGE IMPROVEMENTS		\$333,800
III.	SANITARY SEWER IMPROVEMENTS		\$659,794
IV.	WATER IMPROVEMENTS		\$684,424
V.	ELECTRIC & STREET LIGHT IMPROVEMENTS		\$371,600
VI.	PLATTING, DRAINAGE IMPACT & MISC. FEES		\$150,386
VII.	ENGINEERING & SURVEYING FEE		\$375,850
VIII.	10% CONTINGENCY (ITEMS I-IV)		\$318,753
IX.	MATERIAL TESTING (3% OF ITEMS I-IV)		\$95,626
☒ NO DESIGN COMPLETED		PROJECT TOTAL	\$4,499,742
☐ PRELIMINARY DESIGN COMPLETED		COST/LOT:	\$27,776
☐ FINAL DESIGN COMPLETED		COST/ACRE:	\$146,096

Notes:

1. Please note that this cost estimate prepared is without the benefit of engineering, design or construction plans. The estimated quantities, values and items provided are based on the latest revised Lucero at Luckey Ranch site plan, code research, general standards, communication and experience. Quantities are subject to change at the time of final plan approval.
2. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
3. This estimate is based on unit prices from VK Knowlton for Luckey Ranch South, Unit 1 (aka Unit 5) & Luckey Ranch, Unit 1A Cluster. Any unit prices that were unavailable, an average market price on similar projects in Central Texas was used. No unit price increases and/or adjustments were made to accommodate current market conditions.
4. This estimate assumes all offsite water main extensions for water supply to the site are in place.
5. The engineering & surveying fees are based on estimated future contract values with Pape-Dawson.
6. A 3% material testing factor was included for Items I-IV. This estimate accounts for construction phase Geotechnical Engineering services (i.e. construction, field testing, lab reports etc.).
7. This estimate includes only 162 Single Family Residential (SFR) Lots.

LUCERO AT LUCKEY RANCH, UNIT 4 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

I. STREET IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Mobilization	LS	1	\$108,100.00	\$108,100.00
2.	Clearing & Grubbing	AC	30.8	\$434.00	\$13,367.20
3.	Earthwork				
	a. Excavation (Onsite) (Tight Yards)	CY	5,140	\$3.15	\$16,191.00
	b. Embankment (Onsite) (Tight Yards)	CY	22,270	\$1.75	\$38,972.50
	c. Import (Onsite) (Scrapers)	CY	17,130	\$3.45	\$59,098.50
4.	2.0" Type D Asphalt (Local A)	SY	12,058	\$11.00	\$132,638.00
5.	8.0" Flexible Base (Local A)	SY	12,058	\$12.80	\$154,342.40
6.	8.0" Lime Stabilized Subgrade (Local A)	SY	12,058	\$7.00	\$84,406.00
7.	2.0" Type C Asphalt (Local B)	SY	4,136	\$11.30	\$46,736.80
8.	3.0" Type D Asphalt (Local B)	SY	4,136	\$15.20	\$62,867.20
9.	12.0" Flexible Base (Local B)	SY	4,136	\$14.70	\$60,799.20
10.	8.0" Lime Stabilized Subgrade (Local B)	SY	4,136	\$7.00	\$28,952.00
11.	7" Concrete Curb	LF	8,807	\$8.25	\$72,657.75
12.	Remove Header Curb & Barricade Posts	EA	3	\$797.00	\$2,391.00
13.	Header Curb	LF	96	\$10.70	\$1,027.20
14.	Barricade Posts	EA	20	\$129.00	\$2,580.00
15.	4' Concrete Sidewalk	SY	56	\$54.10	\$3,029.60
16.	Retaining Walls (Gravity Style) (Placeholder)	FF	1,000	\$29.60	\$29,600.00
17.	Mailbox Concrete Pads (8'x11') (4 ea)	SY	30	\$66.40	\$1,992.00
18.	Rough Proportionality	LOT	162	\$2,000.00	\$324,000.00
19.	Signage and Traffic Control	LS	1	\$12,000.00	\$12,000.00
20.	TPDES				
	a. Stage I	LS	1	\$29,500.00	\$29,500.00
	b. Stage II	LF	8,807	\$1.00	\$8,807.00
	c. Revegetation (Sod/Seed) (100 SY/Lot)	SY	16,200	\$1.80	\$29,160.00
21.	CPS Energy Sleeve/Conduit				
	a. Major Crossing				
	3-6" Conduit, 2-4" Conduit	LF	200	\$62.00	\$12,400.00
	b. Minor Crossing				
	1-6" Conduit, 2-4" Conduit	LF	2,160	\$40.90	\$88,344.00
	c. Drain Crossing				
	2-6" Conduit, 2-4" Conduit	LF	125	\$52.40	\$6,550.00
	d. Developer Crossing				
	3-4" Conduit	LF	100	\$40.00	\$4,000.00
22.	CPS Conduit Final Design Adjustment (Placeholder)	LS	1	\$75,000.00	\$75,000.00
TOTAL STREET IMPROVEMENTS:					\$1,509,509.35
Street Contingency (10%)		LS	1	\$150,950.94	\$150,950.94

Notes:

1. This estimate assumes all clearing and grubbing was completed with the mass grading operations with Unit 5.
2. The street sections are based on 50' ROW, 28' Pavement (Local Type A) and 60' ROW, 40' Pavement (Local B).
3. The street sections are based on the pavement report by Terradyne Engineering for Lucero at Luckey Ranch, Unit 1, dated July 3, 2023.
4. This estimates assumes Gravity Retaining Walls are required.

LUCERO AT LUCKEY RANCH, UNIT 4 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

II. DRAINAGE IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Reinforced Concrete Class 'A'				
	a. Sidewalk Boxes	CY	50	\$2,810.00	\$140,500.00
	b. Curb Inlets	CY	8	\$1,490.00	\$11,920.00
	c. Headwall/Wingwall	CY	3	\$1,730.00	\$5,190.00
2.	24" RCP (Class IV)	LF	150	\$87.80	\$13,170.00
3.	6" Concrete Rip Rap	SY	1,250	\$100.00	\$125,000.00
4.	6"-8" Rock Rubble at 12" Deep	SY	300	\$73.80	\$22,140.00
5.	Concrete Collars	EA	2	\$1,290.00	\$2,580.00
6.	Pipe Handrail	LF	125	\$78.40	\$9,800.00
7.	Revegetation (Sod/Seed)	SY	2,500	\$1.40	\$3,500.00
TOTAL DRAINAGE IMPROVEMENTS:					\$333,800.00
Drainage Contingency (10%)		LS	1	\$333,800.00	\$333,800.00

Notes:

1. This estimate is not based on preliminary engineering and/or design. Quantities are subject to change at final design and City & County plan approval
2. It is assumed that all offsite easements, property/ROW access, permits, approvals etc. are in place prior to construction start of these drainage improvements, therefore no separate OPC items are included herein. It is assumed open cuts in-lieu of bore operations for the installation of drainage across existing driveways, streets, property etc., if necessary.

LUCERO AT LUCKEY RANCH, UNIT 4 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

III. SANITARY SEWER IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	8" Sanitary Sewer Pipe (SDR 26)				
	a. 6'-8' (Auxiliary Line)	LF	1,495	\$34.00	\$50,830.00
	b. 6'-10' (New Line)	LF	2,004	\$37.00	\$74,148.00
2.	Standard Sanitary Sewer Manhole	EA	10	\$6,120.00	\$61,200.00
3.	Standard Sanitary Sewer Drop Manhole	EA	1	\$6,090.00	\$6,090.00
4.	Manhole Extra Depth	VF	33	\$458.00	\$15,114.00
5.	Tie Into Existing Manhole	EA	2	\$18,100.00	\$36,200.00
6.	Manhole Ventilation & Safety	EA	2	\$14,500.00	\$29,000.00
7.	Convert Existing Manhole to Drop	EA	6	\$12,000.00	\$72,000.00
8.	Adjust Manhole Top	EA	10	\$729.00	\$7,290.00
9.	6" Vertical Stacks	VF	366	\$109.00	\$39,894.00
10.	8" x 6" Wyes	EA	133	\$132.00	\$17,556.00
11.	6" Lateral (Tie-In to Existing Wye)	EA	29	\$500.00	\$14,500.00
12.	6" Sanitary Sewer Lateral (SDR-26)	LF	5,670	\$30.30	\$171,801.00
13.	Trench Excavation Protection	LF	3,499	\$2.45	\$8,572.55
14.	TV Video Sewer Line	LF	3,499	\$1.60	\$5,598.40
15.	Trench Dewatering (Allowance)	LS	1	\$50,000.00	\$50,000.00
TOTAL SANITARY SEWER IMPROVEMENTS:					\$659,793.95
Sanitary Sewer Contingency (10%)		LS	1	\$65,979.40	\$65,979.40

Notes:

1. It is assumed that 75% of the lots will require 3' vertical stacks.
2. It is assumed that the average sanitary sewer lateral is 35 LF per lot.
3. It is assumed that existing sanitary sewer lateral wyes were installed with Unit 2.
4. It is assumed that 10% of the sanitary sewer manholes are drop manholes
5. It is assumed that 3' of extra manhole depth is required per manhole.
6. It is assumed that sewer connections to existing mains are readily available in the vicinity of the property.
7. It is assumed that an 8" auxiliary sewer line will required to be installed parallel to the existing (+20-ft) deep main installed with Unit 1 in order to service all Unit 4 lots.

LUCERO AT LUCKEY RANCH, UNIT 4 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

IV. WATER IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	8" PVC C-900 Class 150, DR 18	LF	4,705	\$34.10	\$160,440.50
2.	8" Gate Valve, MJ w/Valve Box	EA	8	\$1,800.00	\$14,400.00
3.	Standard Fire Hydrant Assembly	EA	7	\$4,600.00	\$32,200.00
4.	D.I. Fittings (Restrained)	TON	5.0	\$6,950.00	\$34,750.00
5.	3/4" Single Service, Short	EA	64	\$625.00	\$40,000.00
6.	3/4" Single Service, Long	EA	98	\$776.00	\$76,048.00
7.	3/4" Irrigation Service w/ (5/8") Meter	EA	1	\$767.00	\$767.00
8.	2" Blowoff Assembly (Temporary)	EA	3	\$1,070.00	\$3,210.00
9.	Joint Restraints	LS	1	\$16,044.05	\$16,044.05
10.	Hydrostatic Pressure Test	EA	5	\$3,290.00	\$16,450.00
11.	Trench Excavation Protection	LF	4,705	\$0.30	\$1,411.50
12.	Chlorination	LF	4,705	\$0.05	\$235.25
13.	Meter Box	EA	163	\$236.00	\$38,468.00
14.	Water Well Plugging (Placeholder)	EA	2	\$125,000.00	\$250,000.00
TOTAL WATER IMPROVEMENTS:					\$684,424.30
Water Contingency (10%)		LS	1	\$68,442.43	\$68,442.43

Notes:

1. It is assumed that the D.I. Fittings are 0.1 Tons/100 LF of water line.
2. It is assumed that 60% of water services are long and 40% are short.
3. It is assumed that water connections to existing mains are readily available in the vicinity of the property.
4. It is assumed that hydrostatic pressure tests are 1 Each/1,000 LF of water line.
5. It is assumed that fire hydrants are placed at every 500 LF max distances.
6. It is assumed there is an existing water well onsite that requires capping & plugging.
7. It is assumed all offsite waterlines are installed along WT Montgomery with the construction of Unit 1 & 2.

LUCERO AT LUCKEY RANCH, UNIT 4 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

V. ELECTRIC & STREET LIGHT IMPROVEMENTS

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Single Phase Electric (OH & URD) (Primary)	LOT	162	\$1,800.00	\$291,600.00
2.	Street Light (100 Watt) (Single Arm)	EA	12	\$2,500.00	\$30,000.00
3.	CPS Energy Final Design Adjustment (Placeholder)	LS	1	\$50,000.00	\$50,000.00
TOTAL ELECTRIC & STREET LIGHT IMPROVEMENTS:					\$371,600.00

Notes:

1. This estimate assumes the developer will install conduit/sleeves at street and drain crossings.
2. This estimate assumes the developer will not install onsite domestic gas service for this community.
3. The unit prices provided are based on the most recent CPS Energy residential subdivision pricing within the San Antonio ETJ market area.
4. This estimate does not include major or unforeseen offsite electric service upgrades, agreements and/or easements that may be required from CPS Energy. Unit prices are subject to change at the time of final design.
5. This estimate assumes that connections to existing electric facilities are readily available within the property.

LUCERO AT LUCKEY RANCH, UNIT 4 (SAN ANTONIO, TX)

OPINION OF PROBABLE COST

VI. PLATTING, DRAINAGE IMPACT & MISC. FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
PLATTING FEES					
1.	City Base Fee (Major - Single Family)	LS	1	\$625.00	\$625.00
2.	City Lot Fee (Major - Single Family)	LOT	162	\$80.00	\$12,960.00
3.	City Lot Fee (Major - Non Single Family)	LOT	5	\$5.00	\$25.00
4.	City Acreage Fee (Major - Non Single Family)	AC	4.9	\$550.00	\$2,695.00
5.	City Acreage Fee (Major - Offlot Easements)	AC	0.50	\$550.00	\$275.00
6.	County Base Fee (Major-Single Family)	LS	1	\$600.00	\$600.00
7.	County Lot Fee (Major-Single Family)	LOT	162	\$62.00	\$10,044.00
8.	County Acre Fee (Major-Non Single Family)	AC	4.9	\$465.00	\$2,278.50
9.	Recording Fee	SHEET	4	\$82.00	\$328.00
10.	City Recordation Handling Fee	LS	1	\$50.00	\$50.00
11.	Performance Agreement	LS	1	\$265.00	\$265.00
12.	Parks & Recreation Fee	LS	1	\$175.00	\$175.00
13.	Historic Review Fee	LS	1	\$175.00	\$175.00
14.	Replat Public Hearing Fee	LS	1	\$250.00	\$250.00
15.	Tree Fees	LS	1	\$3,000.00	\$3,000.00
16.	MDP Fees	LS	1	\$1,000.00	\$1,000.00
Subtotal Platting Fees:					\$34,745.50
DRAINAGE IMPACT FEES					
1.	Drainage Fee	AC	30.8	\$3,300.00	\$101,640.00
Subtotal Drainage Fees:					\$101,640.00
MISC. FEES					
1.	Inspection, Testing Etc.	LS	1	\$6,000.00	\$6,000.00
2.	Deliveries, Travel, Logistics Etc.	LS	1	\$8,000.00	\$8,000.00
Subtotal Miscellaneous Fees:					\$14,000.00
TOTAL PLATTING, DRAINAGE IMPACT & MISC. FEES					\$150,385.50

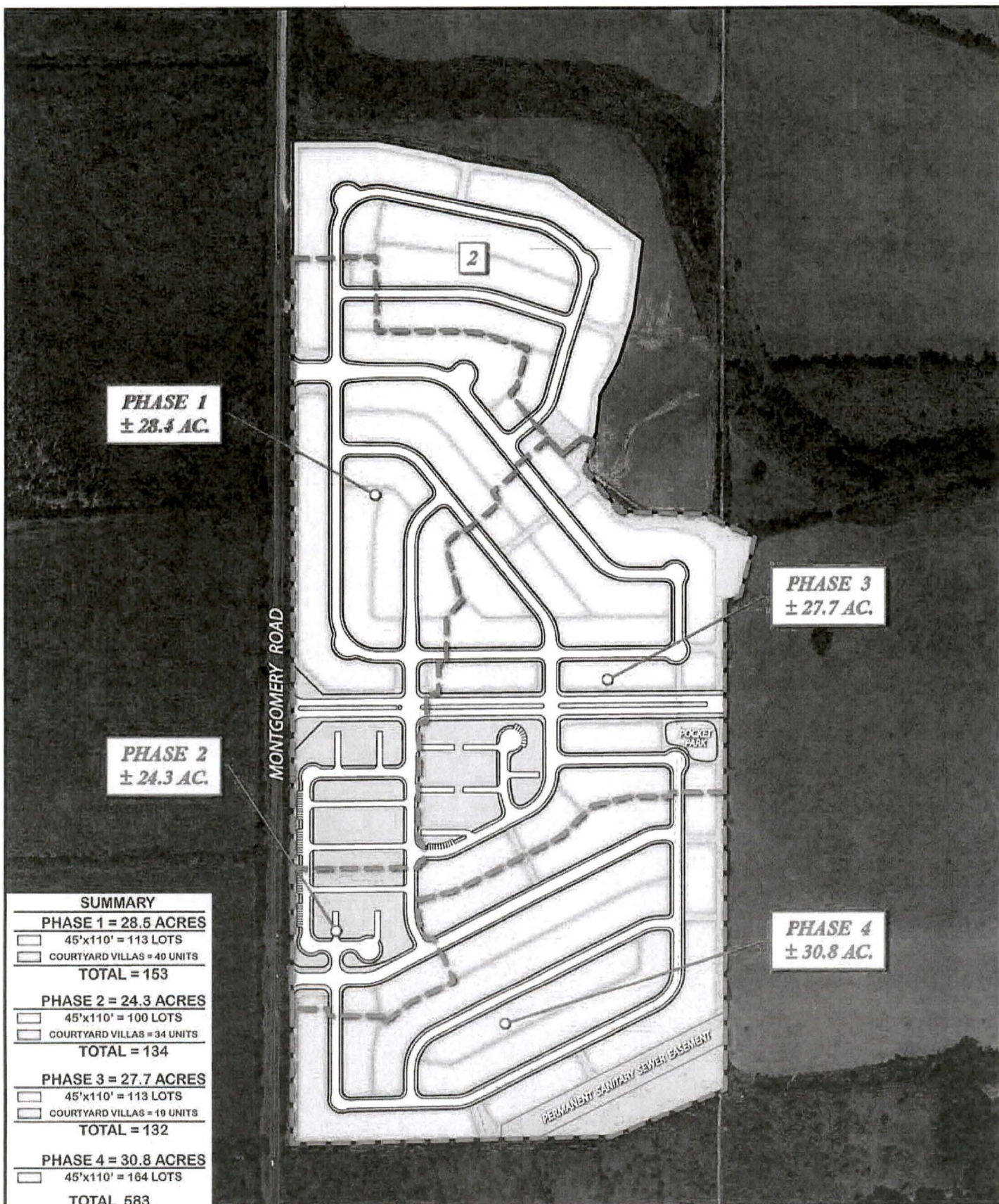
WATER & SEWER IMPACT FEES

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Water Impact Fees				
	a. Water Supply Fee	EDU	163	\$2,706.00	\$441,078.00
	b. Water Delivery Flow Fee	EDU	163	\$1,188.00	\$193,644.00
	c. System Development Fee (Low Elevation)	EDU	163	\$855.00	\$139,365.00
2.	Sewer Impact Fees				
	a. Treatment (Dos Rios/Leon Creek)	EDU	162	\$651.00	\$105,462.00
	b. Collection (Upper Medina)	EDU	162	\$1,422.00	\$230,364.00
TOTAL WATER & SEWER IMPACT FEES:					\$1,109,913.00

Note:

1. The Water & Sewer Impact fees are \$6,822/Lot, which are due at the time of homebuilding. Reference the latest San Antonio Water System Impact Fee Schedule at SAWS.org for August 2023.
2. This estimate assumes Parkland & Drainage Impact fees are required.
3. This estimate assumes the MDP & TIA Report are approved by COSA & Bexar County.
4. The estimated COSA & Bexar County platting fees are based averages from Unit 5.

EXHIBIT "5"
SITE PLAN OF THE LUCERO PID



SUMMARY

PHASE 1 = 28.5 ACRES

- 45'x110' = 113 LOTS
- COURTYARD VILLAS = 40 UNITS

TOTAL = 153

PHASE 2 = 24.3 ACRES

- 45'x110' = 100 LOTS
- COURTYARD VILLAS = 34 UNITS

TOTAL = 134

PHASE 3 = 27.7 ACRES

- 45'x110' = 113 LOTS
- COURTYARD VILLAS = 19 UNITS

TOTAL = 132

PHASE 4 = 30.8 ACRES

- 45'x110' = 164 LOTS

TOTAL 583

LAND PLAN FOR LUCERO PROJECT

±111.3 ACRES OF LAND



HOUSTON | SAN ANTONIO | AUSTIN | FORT WORTH | DALLAS
10001 RICHMOND AVE, STE 200 | HOUSTON, TX 77042 | 713-482-0000
TYPE FORM REGISTRATION 0479 | TYPE FORM REGISTRATION 0479

THIS DRAWING IS A PICTORIAL REPRESENTATION FOR PRESENTATION PURPOSES ONLY AND IS SUBJECT TO CHANGE WITHOUT NOTICE. FURTHER, SAID DRAWING IS A SCANNED IMAGE ONLY AND IS NOT FOR COMPUTATION OR CONSTRUCTION PURPOSES. THIS DRAWING MAY OR MAY NOT INCORPORATE INFORMATION AND/OR DATA RELATIVE TO ENGINEERING AND DRAINAGE, FLOOD PLANS AND ENVIRONMENTAL ISSUES AND SHOULD NOT BE RELIED UPON FOR ANY PURPOSE.



ATTACHMENT “B”
Development Agreement

LUCERO SPECIAL IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into between the **City of San Antonio**, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as “City”) and **LGI Homes-Texas, LLC**, a Texas limited liability company (hereinafter, referred to as “Owner”). City and Owner shall hereafter collectively be referred to as “Parties” or in the singular as “Party”.

RECITALS

WHEREAS, Owner submitted a petition to Bexar County, Texas (the “County”) which was filed in the County official public records on February 27, 2024, to create a public improvement district to be named the Lucero Special Improvement District (the “District”) pursuant to Chapter 382 of the Texas Local Government Code, as amended (the “Code”); and

WHEREAS, the District Property (as defined herein) specifically consists of approximately 111.27 acres of land, as more particularly described in **Exhibit “A”** and **Exhibit “B”**, which are attached hereto and fully incorporated herein; and

WHEREAS, Owner owns the District Property, and upon the County’s creation of the District, Owner intends to develop the “Project” (as further defined and described herein);

WHEREAS, the Parties acknowledge that the Master Development Plan exhibit attached to this Agreement is preliminary in nature and subject to change as planning for the Project develops;

WHEREAS, in order to provide for the development of the District Property in a manner that promotes uniform, controlled, and sustainable growth and protects the general health, safety, and welfare of persons residing in and adjacent to the City, the Parties desire to enter into this Agreement pursuant to Subchapter G of Chapter 212 of the Code, Section 212.172, et. sec., to reflect that in consideration of Owner’s agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City agrees to consent to: (1) the establishment of the District within the City’s extraterritorial jurisdiction (“ETJ”) and the inclusion of the District Property therein, (2) the County’s delegation to the District the powers granted by Article III, Section 52, and Article XVI, Section 59 of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, and (3) the County’s delegation to the District the power to provide water, wastewater, and drainage facilities in accordance with Section 382.101 of the Code; however the City’s consent does not include the powers to exercise eminent domain, annexation, or exclusion of property from the District; and

WHEREAS, it is the Parties’ intent that the City enter into a Strategic Partnership Agreement (“SPA”) with the District pursuant to Section 43.0751 of the Code, which, in addition to the terms of this Agreement regarding annexation, will govern the terms of limited and full

purpose annexation of the District Property as well as sales and use taxes to be imposed by the City, a percentage of which will be shared with the District according to the terms of the SPA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties now wish to enter into this Agreement and agree as follows:

I. DEFINITIONS

1.1 “Agreement” shall mean this document executed by the City and Owner which may be amended from time to time, pursuant to the provisions contained herein and shall constitute a “contract” for purposes of Chapter 212 of the Local Government Code.

1.2 “Annexation Area” shall mean the area that the City determines in its sole discretion to annex in accordance with this Agreement up to and including the District Property.

1.3 “City” shall have the meaning specified above.

1.4 “City Code” shall mean the City of San Antonio’s Code of Ordinances.

1.5 “City Council” shall mean the City Council of the City of San Antonio, Texas.

1.6 “Code” shall mean the Texas Local Government Code, as amended.

1.7 “County” shall have the meaning specified above.

1.8 “Director” shall mean the Director of the City’s Department of Planning.

1.9 “District” shall mean the public improvement district proposed in Owner’s petition for the creation of the Lucero Special Improvement District filed with the County on February 27, 2024, which wholly includes the District Property.

1.10 “District Property” shall mean the real property contained within the District as described and depicted in **Exhibits “A-C”** attached hereto and incorporated herein for all purposes.

1.11 “Effective Date” shall mean the effective date of the County’s order creating the District.

1.12 “Owner” shall have the meaning specified above and include any heirs, successors and assigns.

1.13 “Preliminary Master Development Plan” (“Preliminary MDP”) is the proposed plan of development for the Project, as depicted in **Exhibit “C”** attached hereto and incorporated herein for all purposes.

1.14 “Project” shall have the meaning specified in Section 3.1 of this Agreement, which may be amended from time to time in accordance with Section 3.2 of this Agreement.

1.15 “Strategic Partnership Agreement” (“SPA”) is the proposed agreement in substantial form between the City and the District, attached hereto as **Exhibit “D”**, entered into pursuant to Section 43.0751 of the Code which will govern the terms of limited and full purpose annexation of the District Property and as detailed in Section 4.4 of this Agreement.

1.16 “Unified Development Code” (“UDC”) shall mean the City’s Unified Development Code, codified as Chapter 35 of the City Code.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

II. REPRESENTATIONS AND ACKNOWLEDGEMENTS

2.1 The recitals set forth hereinabove are included here as if set out in full and are part of the conditions of this Agreement and binding on the Parties.

2.2 Owner represents to the City that they are the owner of the proposed District Property and have the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

2.3 Owner acknowledges that any improvements or contributions made to the proposed District Property in anticipation of payment or reimbursement from the District shall not be, nor construed to be, financial obligations of the City and the City is not involved in the creation of the District or is in any other way required or obligated to perform any actions, contribute any funds or resources or otherwise participate in the establishment of the District, except as provided in this Agreement.

2.4 Owner acknowledges that the City’s consent, described in Section 4.1 below, is for the boundaries of the District, as described and depicted in **Exhibit “A”** and **Exhibit “B”** that are attached hereto and for the Project.

2.5 Owner acknowledges that they have been provided the Notice Required by Section 212.172 (b-1) of the Code attached hereto as **Exhibit “E”**.

III. THE PROJECT & PUBLIC INFRASTRUCTURE

3.1 The Project consists of certain proposed public infrastructure on the District Property, as further described in the Preliminary MDP, attached hereto as **Exhibit “C”**.

3.2 The Project may be amended from time to time through any applicable master development plan (“MDP”) process currently outlined in the City’s UDC with review and approval

Development Agreement
Lucero

by the Director of the Development Services Department who reserves the right to exercise discretion with respect to any MDP review and approvals afforded under the UDC.

IV. CONSIDERATION AND TERMS

4.1 In exchange for the Owner's agreement to be bound by the terms of this Agreement, the City consents to: (i) the establishment of the District within the City's ETJ and the inclusion of the District Property therein; (ii) the District's exercise of the powers granted by Article III, Section 52 of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code; and (iii) the power to provide water, wastewater, and drainage facilities in accordance with Section 382.101, but the City's consent does not include the powers to exercise eminent domain, annexation or exclusion of property from the District.

4.2 The Parties agree that Owner shall pay the following in consideration of the City's consent to the creation of the District:

4.2.1 a PID application fee in the amount of \$7,500.00.

4.2.2 a Special District Operations Assessment ("Assessment").

4.2.3 The Assessment is due within thirty (30) days of the date of the annual report required in Section 5.4 of this Agreement. The Assessment will be calculated based on the number of residential and multifamily units ("Units") completed the previous year as reflected in the annual report. Staff may verify the number of Units by using resources such as Bexar County Appraisal District parcel information, field inspections, site inspections, or other available means, for each phase of the Project. The amount of the Assessment may be modified based on the final number of Units that have been completed and verified by staff. The final Assessment will be payable to the City within thirty (30) days of the date the annual report is due, and all Units have been verified by staff.

4.2.4 Owner currently estimates the Assessment for the District will be One Hundred Two-Thousand Five-Hundred Twenty-Five and 00/100 (\$102,025.00) U.S. dollars.

4.2.5 The Assessment is based on the amount of One Hundred Seventy-Five and 00/100 (\$175.00) U.S. dollars per Unit.

4.2.6 Owner shall reimburse the City for all costs paid by City for recording of this Agreement and related documents in the Bexar County property records.

4.3 The Parties agree that upon creation of the District and subject to approval of qualified voters in the District, the taxes hereby authorized to be levied and imposed within the District and the rates at which they are authorized to be imposed on all property owners within the District are as follows:

Ad Valorem Tax

Not to exceed the City of San Antonio's ad valorem tax rate assessed by the City within the City's municipal boundaries

Sales and Use Tax

Not to exceed 2%

4.4 Strategic Partnership Agreement. The Parties agree and acknowledge that Owner will request the District to enter into a SPA with the City for the purpose of providing terms for limited and full purpose annexation and imposing and collecting sales and use taxes within commercial use areas of the District. A copy of the SPA is attached to this Agreement in substantial form as **Exhibit "D"**. In the event the District fails to adopt the SPA within eighteen (18) months of execution of this Agreement, Owner agrees that the Owner and/or developer of the District Property will not be entitled to reimbursement by the District for the construction of improvements necessary for the exercise of the District's powers and duties of a road district and the power to provide water, wastewater or drainage facilities conferred under Chapter 382 of the Code and the County order creating the District. The Parties agree and acknowledge the eighteen (18) month SPA adoption timeframe outlined above is applicable to the District only and is satisfied upon the receipt of a resolution adopted by the District approving the SPA within eighteen (18) months of this Agreement's execution.

4.4.1 If the SPA is adopted, Owner agrees that the District will reimburse the City for costs associated with the limited purpose annexation ("LPA") and implementing the SPA; including recording the SPA in the Real Property Records of Bexar County, publications of public hearings, annexation ordinance, polling location notices for voters in LPA areas; and plan amendment and zoning fees for annexed land.

4.5 Non-annexation. The Parties agree that in exchange for the Owner's agreement to comply with the terms of this Agreement, for the entire term of this Agreement, the City will continue the ETJ status of the District Property and defer annexation of the District Property for the term of this Agreement, which shall not exceed thirty (30) years from the Effective Date of this Agreement.

4.6 Voluntary Petition for Annexation. The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the District Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 as well as Subchapter G of Chapter 212 of the Code, which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 4.4 above, the City may exercise its right to annex the District Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement by the Owner, subject to the provisions of Section 7.3 and Section 7.4 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire District Property for limited or full purposes at any time.

4.7 Owner agrees that this voluntary petition and consent to annexation of the District Property may not be revoked and is intended to be and shall be binding upon the Owner as well as their successors and assigns in ownership of any right, title or interest in and to the District Property or any part thereof. Owner further agrees that the City has the authority to annex the District Property under Chapter 212 of the Code independently of Chapter 43 of the Code and that such authority may be exercised regardless of the procedural requirements of Chapter 43 of the Code.

4.8 Waiver. To the extent authorized by state and local laws, the Parties agree that the City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Code that are required when annexing property under that subchapter. Owner agrees not to oppose any action taken by the City to annex the Annexation Area under this Agreement or under Subchapter C-3 of Chapter 43 of the Code and that any action taken by Owner in opposition of annexation of the District Property, or any portion thereof, shall constitute a violation of this Agreement.

4.9 All covenants, agreements and terms contained herein obligating Owner shall run with the land and shall hereafter bind their successors and assigns and all future owners of properties located within the District Property contained therein, including all parts of the Annexation Area.

4.10 The following language shall be included in each deed or lease of any real property located within the District Property, or by separate document that is recorded, which is executed after the Effective Date of this Agreement:

“This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 4.6 of the Lucero Special Improvement District Development Agreement, executed on _____ and recorded in the Real Property records of Bexar County under Bexar County Document No. [_____] which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

Further, this (conveyance or lease, as applicable) is made and accepted subject to the development rules, regulations and ordinances of the City of San Antonio applicable to properties in the City’s extraterritorial jurisdiction as described in the Lucero Special Improvement District Development Agreement. Acceptance of this conveyance or lease, as applicable, shall evidence consent and agreement to such developmental standards, rules and regulations which may be relied upon by the City as a beneficiary of your consent and agreement.”

4.11 Subject to Section 5.1 of this Agreement, or unless provided for otherwise in this Agreement, Owner agrees that they will comply with all applicable municipal rules, regulations,

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Lucero

orders, ordinances, and other local laws applicable to all properties within the City's ETJ, during all phases of development and construction of the Project during the term of this Agreement.

4.12 As applicable, and subject to Section 5.3 herein, Owner shall comply with the requirements of Section 382.109 of the Code regarding road projects on the District Property, as described by Section 382.109 of the Code to the extent such requirements apply to properties located in the City's ETJ.

4.13 Owner shall provide the City with the proposed language to be placed on the ballot for any election to be held pertaining to the creation or confirmation of the District and the imposition of any taxes to be assessed within the District within ninety (90) days from the date of the election.

V. DEVELOPMENT STANDARDS

5.1 Owner agrees to comply with the development standards on the District Property as follows:

5.1.1 UDC: Except as otherwise provided herein, Owner agrees to comply with the provisions of the UDC applicable to properties in the ETJ, excluding any provisions or building standards triggered by the City's zoning regulations, including but not limited to setbacks, buffers, and parking requirements.

5.1.2 Building Permits: Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that City building permit applications, fees, and inspections shall not be required for any single-family residential lots within the District Property. In the event of a change in law that provides the City with the right to require building permits, fees, and inspections for properties in the City's ETJ, this section shall no longer apply as of the effective date of that change in law.

5.1.3 Connectivity: Single-family residential subdivisions developed within the District Property will comply with the street connectivity ratio as outlined in the UDC.

5.1.4 Solid Waste Infrastructure Standards: Owner agrees to construct, as applicable, infrastructure within the District Property pursuant to Chapters 14 and 35 of the City Code, including the City's Solid Waste Management Department standards as stated in Development Services Department Informational Bulletin 576. Subject to the provisions herein in Article VI – Written Agreement Regarding Services pertaining to properties in the Annexation Area, nothing in this Agreement shall require Owner to enter into a contract with the City to provide solid waste collection services.

5.1.5 Major Thoroughfare: As per the UDC, Owner may design/construct (or cause to be designed/constructed) roads and rights-of-way shown on the City's Major Thoroughfare Plan ("MTP"). Owner reserves the right to re-configure, or cause the re-configuration of, roadway alignments as required to develop the District Property, which

will be administered through MDP amendment(s) in accordance with Section 3.2 and/or through the City's process for amending the MTP, as applicable.

5.1.6 2010 Tree Ordinance: The requirements of the City's 2010 Tree Ordinance will apply to the development of the District Property.

5.2 Waiver of Vested Right: The Parties agree and acknowledge that this Agreement shall extinguish any vested right acquired prior to the Effective Date of this Agreement, as applicable to the District Property; however, this Agreement shall not adversely affect, alter, or extinguish any vested right that Owner, or Owner's successors and/or assigns, may acquire with respect to the District Property subsequent to the Effective Date of this Agreement, nor shall this Agreement limit the prospective use of any vested right acquired subsequent to the Effective Date of this Agreement.

5.3 Chapter 245 Permit: Notwithstanding any provisions herein to the contrary, and pursuant to Section 5.2, the Parties agree and acknowledge that, in accordance with Section 212.172(g) of the Code, this Development Agreement constitutes a permit under Chapter 245 of the Code.

5.4 Project Annual Update: Owner shall provide annual reports on the progress of the Project no later than January 30th of each year. The updates shall include development activity within the District Property and, if applicable, include the following:

- a. Plat applications for all subdivisions submitted during the previous calendar year;
- b. Development documents and permits required by the UDC;
- c. Build-out percentages for single-family, multifamily, and commercial areas and any recalculations of build-out expectations;
- d. Construction updates (noting percentage completion of infrastructure and improvements);
- e. Number of residential units built to date;
- f. Annual District revenue and expenditures;
- g. All outstanding financial obligations, liabilities and assets.

5.5 Military Protection Areas. For all properties within five (5) miles of a military installation, and if applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the UDC regulations for Military Protection Areas.

5.6 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the uses permitted in the Edwards Recharge Zone District as referenced in Chapter 35 of the City Code.

5.7 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the San Antonio Recommended Plant List - All Suited to Xeriscape Planting Methods of UDC Appendix E.

5.8 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the park dedication requirements as set out in the UDC.

5.9 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall protect and preserve any existing historical or archeological buildings, structures, sites, features or places.

5.10 Owner shall comply with Chapter 28 of the City Code – Signs.

5.11 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with Chapter 34 of the City Code, Water & Sewers.

5.12 Owner shall comply with the same streetlight standards applicable to all subdivisions within the City that are listed in Section 35-506(i) of the UDC.

5.13 All public infrastructure, improvements and facilities provided by the District shall be constructed, maintained and operated according to City and SAWS, standards, throughout the term of the Agreement and in accordance with applicable utility service agreements.

5.14 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the Military Lighting Overlay District regulations set forth in the UDC for all property within the District.

5.15 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the standards set forth in UDC Chapter VI for Historic Preservation.

VI. WRITTEN AGREEMENT REGARDING SERVICES

6.1 In the event the City annexes the Annexation Area pursuant to this Agreement, the Parties agree that this Section VI shall constitute a Written Agreement Regarding Services required under Chapter 43, section 43.0672 of the Code, shall run with the land, and shall govern all municipal services to be provided to the Annexation Area. The City shall be under no further obligation to negotiate services with any subsequent owners of any property located or developed within the Annexation Area other than the services set forth herein, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the City limits within no more than three (3) years from the date of annexation. The Agreement Regarding Services shall survive termination of this Agreement only to the extent the City annexes the Annexation Area pursuant to this Agreement.

In general, this Agreement Regarding Services includes three (3) service components: ***(1) Annexation Service Requirements, (2) Additional Services and (3) a Capital Improvement Program.*** Providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public and private non-profit service

Development Agreement
Lucero

organizations to provide such services by contract in whole or in part. It may also include separate agreements with associations or similar entities. Services are provided and fees are assessed in accordance with the City's Code of Ordinances, as may be amended.

1. Annexation Service Requirements – The following services will be provided in the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted.

A. Police Protection – The San Antonio Police Department (SAPD) will provide protection and law enforcement services in the Annexation Area.

These services include:

- Routine patrols and responses;
- Handling of complaints and incident reports;
- Special units, such as traffic enforcement, criminal investigations, covert operations, K-9 Unit, Family Assistance Crisis Teams, Bomb Squad, and Special Weapons and Tactics Team (SWAT); and
- Any other services or programs provided to the citizens of San Antonio at the time of annexation.

The Annexation Area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed 24 hours a day, seven days a week, and to maintain an average response time. SAPD San Antonio Fear Free Environment Unit (SAFFE) officers will be available to meet as requested to discuss police issues.

Police Substations are responsible for a Patrol "Service Area," under the command of a Captain. These Service Areas are divided into Patrol Sections. The Patrol Sections, with supervisory responsibilities assigned to Sergeants, are divided into "Patrol Districts." The "Patrol Districts" are geographically defined areas established for several reasons, including but not limited to:

- Serving as a manpower distribution tool based on call volume, population, area size, and geographic variables;
- Providing a means of establishing primary responsibility to individual officers, during their tour of duty, for various activities within a specific geographic area; and
- Providing an efficient and effective means of assigning, identifying, and locating officers, within a generalized area, using currently available technology.

The Annexation Area will be served by the substation assigned to that geographic area. There is no specific number of officers that can be assigned to a patrol district. Patrol districts are staffed with at least one officer, 24 hours a day, seven days a week. Many times, multiple officers are assigned to single districts.

Police services are initiated by on-sight officer activity, citizen requests, and any other means available. The most common means by which officers receive their assignments is through direct supervisory command and radio/computer transmissions by police dispatchers.

B. Fire Protection and Emergency Medical Service (EMS) – The San Antonio Fire Department (SAFD) will provide fire protection services and EMS service. Service will be provided through the use of fire engines, ladder trucks, full-time and peak period EMS ambulances, Medical Officers and Chief Officers. SAFD will be providing fire protection and EMS from the station assigned to that geographic area.

C. Solid Waste Collection Services – Solid Waste Collection services are provided, and fees are assessed in accordance with Chapter 14 of the City's Code of Ordinances, as may be amended. Fees for services are assessed monthly on CPS Energy Utility bills. If private collection services are used, the City solid waste fees will not be assessed.

Commercial Solid Waste Services – The City's Commercial collection for garbage are available on a case by case basis for qualifying businesses in a manner similar to residential services. Bulky item, brush and bagged leaf collections are not provided to businesses. If the City-provided commercial service is not desired, businesses may utilize private service providers.

D. Operation and Maintenance of Water and Wastewater Facilities – *Water and Wastewater Service* – if, at the time of annexation, the Annexation Area is not being provided with water and wastewater service, the San Antonio Water System (SAWS) will extend water and wastewater service to the Annexation Area at the request of a resident pursuant to SAWS policies regarding extensions of service. SAWS will provide water and wastewater service in accordance with standard SAWS policies and procedures.

E. Operation and Maintenance of Roads and Streets, including Street Lighting – The City's Public Works Department ("PWD") is responsible for the maintenance and repair of streets, bridges, alleys and related infrastructure within the City's jurisdiction. Curbs, sidewalks, driveway approaches, curb ramps, and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act (ADA) standards. Service requests or community concerns for PWD's response, such as pothole and base and pavement repairs are initiated through the City's 311 call center or online services. These services include:

- Emergency Pavement Repair
- Street Base and Pavement Repair
- Preventative Street Maintenance
- Guard Post and Guard Rail Maintenance
- De-icing and Snow Removal Services
- Neighborhood Access and Mobility Program (NAMP)
- Emergency Street Closure Services
- Street Re-striping and Marking Services

Infrastructure Management Program (IMP) is a five-year rolling program which focuses on the maintenance of the City infrastructure. Service needs are identified city-wide and are scheduled for street maintenance, alley maintenance, drainage maintenance, sidewalks, traffic signals, pavement marking and Advance Transportation District (ATD) projects. The IMP provides the City a structured program schedule, potential for additional multiple year contract awards and improved utility coordination. During the budget process for each fiscal year of the City, the IMP is presented to City Council for approval. Amendments may occur throughout the year due to coordination with utilities or unforeseen conditions, such as inclement weather. The goal of the IMP is to provide the best possible maintenance for the City.

Transportation Systems Management & Operations – If necessary, PWD will provide regulatory signage services. Traffic signal stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. "Call back" service is provided 24 hours a day, 365 days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City's 311 Call Center.

Storm Water Utility – The Storm Water Utility is housed within the PWD Department. The Storm Water Utility is responsible for drainage services as well as the installation, operation, and maintenance of drainage infrastructure throughout San Antonio.

The Storm Water Utility Fee is intended to cover capital and maintenance expenses associated with drainage projects and fund operational services related to the Municipal Separate Storm Sewer System (MS4) Permit as required by Federal regulations. More information about the storm water rate plan is available at <http://www.sanantonio.gov/TCI/Projects/Storm-Water-Fee>.

The storm water utility fee is billed by SAWS on behalf of the City. Services are currently provided by the SAWS, in accordance with the SAWS's approved business plan and as limited by applicable codes, laws, ordinances and special agreements. Storm Water fees will be assessed for the subject property.

Street lighting – The planning of public streetlights is coordinated by the City's Development Services Department (DSD). CPS Energy will maintain public street lighting in accordance with City's policies. The City assumes the cost of electricity for public streetlights.

F. Operation and Maintenance of Parks, Playgrounds and Swimming Pools – Maintenance responsibilities for municipally owned parks, playgrounds, and swimming pools are the responsibility of the City. Any proposed or existing privately-owned parks, playgrounds, swimming pools, recreational facilities and common spaces in the Annexation Area are the responsibility of the property owner(s).

G. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service – Should the City acquire any other facilities, buildings, or services necessary for municipal services for the Annexation Area, an appropriate City department will provide maintenance services for them.

2. Additional Services – Certain services, in addition to the above services, will be provided within the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted. They are as follows:

A. Code Compliance – The Code Compliance Division of DSD enforces the City codes and regulations to protect the health, safety and general welfare of the community. Current enforcement is provided to the following and is not limited to:

- Vacant dangerous premises and structures,
- Junked vehicles,
- Weeded vacant lots,
- Zoning,
- Property maintenance,
- Minimum housing, including unsanitary premises,
- Front yard parking,
- Alley and right-of-way violations,
- Monthly inspections of salvage/junk yards,
- Monitoring and enforcing materials received at salvage/junk yards, and
- Enforcement of garage sale permits
- The City Code of Ordinances, including the UDC, are enforced by DSD, and are subject to changes by the City Council.

B. Building and Other Permits – Incomplete construction must obtain building permits from DSD in accordance with the City codes. Incomplete construction implies that final inspections have not been conducted and approved. For new commercial construction, incomplete construction indicates approved final inspections for building, mechanical, plumbing, electric, fire, traffic, drainage, sidewalks, irrigation inspections have not been obtained. Other field inspections may be applicable for new commercial construction depending on the specific use and/or location of the project. Any required permits, including, but not limited to, building, trade, and sign permits may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, TX. In addition, as part of the permitting process, applicant will be required to adhere to the City's Tree and Landscape requirements. A one-stop development service counter has been created to assist the public with any development questions that relate to building, planning and PWD issues.

C. Certificate of Occupancy – New and existing businesses must obtain a Certificate of Occupancy and related inspections required by the City code from DSD and San Antonio Metropolitan Health District. In accordance with the adopted City Building Code, no person may occupy a building or a space without first obtaining a Certificate of Occupancy. Certificates of Occupancy may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, TX.

D. Library Services – The nearest library services to the Annexation Area can be identified through the web address www.mysapl.org/digital.

The San Antonio Public Library locations provide the following services:

- Library materials for adults, young adults and children including books, periodicals, compact disks, DVD, videos, audio books, and electronic books;
- Programming for adults, young adults and children such as regularly scheduled story time;
- Book discussion groups and other topics of interest to the community; and
- Access to the website, databases and other computer programs, is available seven days a week through the web address www.mysapl.org/digital.

Professional staff is available to assist library customers with reference and reader's advisory questions and public meeting room space are available. More information is available at the San Antonio Public Library Website: www.mysapl.org.

E. Health Department Services – The San Antonio Metropolitan Health District (SAMHD) currently provides certain public health services, including dental screening and treatment, communicable disease control, emergency preparedness and response, and health education to persons residing in the Annexation Area through an inter-local agreement with Bexar County-University Health Systems. Upon full purpose annexation the following additional services will become available:

- Investigation of public health related complaints including food borne illness, recreational water quality, and public swimming pools and spas, and investigation of toxic exposures;
- Permitting and routine sanitation inspections of food establishments, schools, day cares, swimming pools and mobile living parks;
- Enforcement of the City's smoking ordinance in public places;
- Investigation of reported elevated Blood Lead Levels (BLL) in children;
- Access to community health clinics; and
- Medical Assistance Program benefits.

SAMHD will provide additional services for oversight of day care centers, semi-public swimming pools, air quality permits and livestock issues.

F. Animal Care Services – The Annexation Area will receive the same level of service as within the City Limits of the City. These services include, but may not be limited to, animal enforcement and control, educational and public outreach, low cost animal related resources such as microchips and spay/neuter services, and community cat program services.

G. Other Services – The City Departments with jurisdiction in the Annexation Area will provide services according to City policy and procedures.

3. Capital Improvements Program – The City will initiate the construction of capital improvements as may be necessary for providing municipal services. The timing for the construction of capital projects that may be necessary for the delivery of municipal services will be done in accordance with the requirements of Subchapter C of Chapter 43, Local Government Code.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service

Development Agreement
Lucero

provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

- A. Police Protection** – No capital improvements are necessary at this time to provide police services.
- B. Fire Protection** – No capital improvements are necessary at this time to provide fire services.
- C. Emergency Medical Service** – No capital improvements are necessary at this time to provide EMS services.
- D. Solid Waste Collection** – No capital improvements are necessary at this time to provide solid waste collection services.
- E. Roads and Streets** – No newly constructed road or street related capital improvements are necessary at this time to provide services. The City will assume maintenance responsibilities for all public streets.
- F. Parks, Playgrounds and Swimming Pools** – No capital improvements are necessary at this time to provide parks and recreation services.
- G. Library Services** – No capital improvements are necessary at this time.
- H. Capital Improvements Planning** – The Annexation Area will be included with other territory within the municipality in connection with planning for new or expanded facilities and/or services. All other capital improvements will be considered through the 6-Year Capital Budget that represents the City's long-range physical infrastructure development and improve plan. Major funding sources are General Obligation Bonds, Certificates of Obligation, Storm Water Revenue Bonds, and Community Development Block Grants as applicable. Capital projects are placed in inventory by the City Council representative through input from community and neighborhood associations, other public processes, and comprehensive planning processes.
- I.** This Article in no way prohibits the City from amending any or modifying any of the above programs or services in accordance with the police, legislative and regulatory power of the City. Any such changes in services that apply to all properties for which the above services are provided shall apply to all property annexed pursuant to this Agreement.

VII. DEFAULT

7.1 Subject to Sections 7.3 and 7.4 below, Owner shall be declared in “Default” of this Agreement if Owner violates or cause a violation of any rules, regulations, orders, ordinances, or

other laws that are applicable to the District Property, as described herein, during the term of this Agreement.

7.2 Subject to Section 7.3 and Section 7.4 below, a Party shall be declared in “Default” if a material breach occurs of any covenant, obligation, or provisions of this Agreement.

7.3 Notwithstanding any provision to the contrary, no Party shall be declared in Default, under this Agreement and subject to the remedies available to the non-defaulting party, as set forth herein, until written notice of Default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the Default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the Default (the “Cure Period”). Additionally, no Party shall be declared in Default, under this Agreement, if, within the Cure Period, the defaulting Party has commenced in a commercially reasonable manner to remove or cure such alleged default, provided that, in the event the alleged default cannot reasonably be removed or cured within the Cure Period, the defaulting Party shall provide the non-defaulting party a commercially reasonable written timeline for removing or curing such alleged default and the Parties shall thereafter enter into a written agreement extending the Cure Period to a timeframe consistent with such timeline; such written agreement shall be subject to the administrative approval of the City Manager’s designee and shall not be unreasonably withheld, conditioned, or delayed by either Party. The Cure Period may be additionally extended by written agreement of the Parties and shall be subject to approval of the City Council.

VIII. REMEDIES

8.1 Upon the occurrence of Default by Owner, the defaulting party shall be subject to the enforcement provisions set forth in UDC Section 35-491, as amended, of the City’s Code as well as all civil remedies provided by law.

8.2 Upon the occurrence of Default by Owner, the City may exercise its right to annex the District Property as set forth in Section 4.6 of this Agreement.

8.3 Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance. Additionally, upon the occurrence of Default by Owner (subject however to all notice and cure provisions provided herein), the City may proceed with voluntary annexation of the District Property as provided in this Agreement.

8.4 No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

8.5 The Parties hereto expressly agree that, in the event of litigation, each Party hereby waives its right to payment of attorneys’ fees.

IX. NON-WAIVER

9.1 No course of dealing on the of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or, privilege owing under this Agreement.

X. ASSIGNMENT

10.1 All covenants and agreements contained herein by the City shall bind its successors and assigns and shall inure to the benefit of Owner and their successors and assigns.

10.2 This Agreement (including the duties, rights and obligations set forth herein) may not be assigned by Owner except for assignments to (a) related entities and subsidiaries of Owner, (b) home builders and their related entities, (c) individual single lot owners, and (d) as described in section 10.3 below, without the prior written consent of City and subject to approval by the City Council, as evidenced by passage of an ordinance. Any subsequent assignment by Owner, except for assignments to related entities and subsidiaries of Owner, home builders, individual single lot owners, and as described in section 10.3 below, shall only be done with the written consent of the City as evidenced by action of the City Council by ordinance.

10.3 Notwithstanding Section 10.2, after the Project has been completed and the District Property has been developed, without prior written consent of the City and approval by City Council, (a) all rights relating under this Agreement, including (without implied limitation) the right of non-annexation, shall run with the land and any subsequent owner, mortgagee, lessee or other party with an interest therein shall enjoy such rights; (b) if Owner possesses or acquires any rights or entitlements with respect to the development of the Property and the construction of improvements thereon which run with all or a part the land, any subsequent owner, mortgagee, lessee, or other party with an interest therein shall automatically be a beneficiary of such rights and entitlements to the extent of such interest in such Property or portion thereof; and (c) Owner may collaterally assign their rights and obligations hereunder to any lender to which such party has granted a lien encumbering all or part of such Property.

XI. ENTIRE AGREEMENT

11.1 This written Agreement embodies the final and entire agreement between the Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

11.2 The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. Notwithstanding the foregoing however, the exhibits shall not constitute any binding commitment regarding, but not limited to, the final location of boundaries and improvements and infrastructure, such being of approximate location that may be amended from time to time by the Parties.

XII. AMENDMENTS

12.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected only by amendment, in writing, executed by the Parties, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XIII. SEVERABILITY

13.1 If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the charter, code, or ordinances of the City, then and in that event it is the intent of Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein. It is also the intent of Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XIV. INDEPENDENT CONTRACTORS

14.1 Owner covenants and agrees that they are an independent contractor and are not an officer, agent, servant or employee of the City; that Owner shall have exclusive control of and exclusive rights to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of each party's officers, agents, employees, contractors, subcontractors, and consultants, except as where the City may enforce the provisions of the City's Code of Ordinances; that the doctrine of "respondent superior" shall not apply as between the City and Owner, all officers, agents, employees, contractors, subcontractors, and consultants of Owner, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint ventures between the City and Owner. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance by Owner under this Agreement and that the Owner have no authority to bind the City.

XV. LEGAL AUTHORITY

15.1 The person(s) executing this Agreement on behalf of the respective Parties, represent, warrant, assure, and guarantee that they have full legal authority to (1) execute this Agreement on behalf of the respective Party, and (2) to bind the respective Party to all of the terms, conditions, provisions, and obligations herein contained.

XVI. VENUE AND GOVERNING LAW

16.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

16.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County.

XVII. PARTIES' REPRESENTATIONS

17.1 This Agreement has been jointly negotiated between the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

XVIII. NOTICE

18.1 All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed and may be given by (1) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; (2) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in clauses (a), (c) or (d), in which case notice shall be deemed delivered on the date of transmittal of the email with PDF attachment; (3) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery; or (4) United States certified mail, return receipt requested, postage prepaid, addressed to the addressee, in which case notice shall be deemed delivered three business after deposit of such notice, postage prepaid, in a mailbox under the care, custody or control of the United States Postal Service. All notices, demands, and other communications shall be given to the Parties at the addresses set forth below, or at any other addresses that they have theretofore specified by written notice delivered in accordance herewith:

City: City of San Antonio
Attention: Bridgett White or
Director of the Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

Owner: LGI Homes-Texas, LLC
1450 Lake Robbins Dr., Ste. 430
The Woodlands, TX 77380

With copies to: Ortiz McKnight PLLC
Attention: Daniel Ortiz
112 E. Pecan St., Suite 1350
San Antonio, Texas 78205

18.2 Each Party may change its address by written notice in accordance with this Article.

XIX. CAPTIONS

19.1 All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the Agreement between Parties hereto.

XX. UNINTENDED OMISSION

20.1 If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision of this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

XXI. COUNTERPARTS

21.1 This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

XXII. RECORDATION

22.1 This Agreement shall be recorded in the Real Property Records of the County.

XXIII. TERM

23.1 The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date. The term may be extended upon mutual consent and written agreement between the Parties and subject to approval by the City Council, as evidenced by passage of an ordinance. The Parties agree to institute best efforts to renegotiate new provisions, as necessary, in the event the Agreement is extended beyond the initial thirty (30) year term. Notwithstanding any provision herein to the contrary, in the event the District is dissolved within one (1) year from the Effective Date, this Agreement automatically terminates upon the effective date of the District's dissolution, without any further action from the Parties and the Parties are relieved of any further rights and obligations under this Agreement.

XXIV. FORCE MAJURE

24.1 If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of either Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure”, as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy (including domestic and foreign terrorism), orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery pipelines or canals, partial or entire failure of water necessary for operation of the sewer system, or of the District to receive waste, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of either Party, which either Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the affected Party.

-Signatures on the Following Pages-

IN WITNESS THEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

CITY:

CITY OF SAN ANTONIO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: Deputy/Assistant City Attorney

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2023 by _____, _____ of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

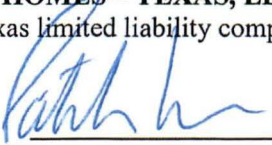
Date: _____

Notary Public State of Texas

My Commission Expires: _____

OWNER:

LGI HOMES – TEXAS, LLC,
a Texas limited liability company

By: 

Name: PATRICK VEDRA

Title: OFFICER



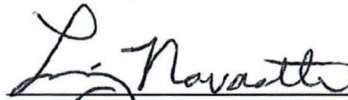
ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF COLLIN

The foregoing instrument was acknowledged before me on the 13 day of MAY, 2024, by PATRICK VEDRA, on behalf of LGI HOMES-TEXAS, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated.



Notary Public State of Texas

Printed Name of Notary: ELIZABETH NAVARETTE

Commission Expiration: 4/22/2025

EXHIBIT A:
SURVEY OF DISTRICT PROPERTY

EXHIBIT B:
FIELD NOTES OF DISTRICT PROPERTY

EXHIBIT C:
PRELIMINARY MASTER DEVELOPMENT PLAN

EXHIBIT D:
LUCERO PID STRATEGIC PARTNERSHIP AGREEMENT

EXHIBIT E:
TEXAS LOCAL GOVERNMENT CODE SECTION 212.172 (b-1) NOTICE

NOTICE REQUIRED BY TEXAS LOCAL GOVERNMENT CODE, SECTION 212.172
(b-1)

1. Owner is not required to enter into this Agreement
2. At the termination of this Agreement or in the event of a default of the Agreement by Owner, the City may annex the Property within the District pursuant to section 212.172 of the Texas Local Government Code, as amended, and the terms provided in this Agreement.
3. The Property may also be annexed for limited or full purposes by the City pursuant to a Strategic Partnership Agreement (SPA) entered into between the City and the District in accordance with the terms of the SPA and the authority under section 43.0751 of the Local Government Code, as amended.
4. In the event of annexation of the Property by the City, the procedures for the annexation shall be as follows:
 - a. The City will notify the Owner and/or the District's Board of Directors that the City is exercising its rights under the Agreement and/or the SPA to annex the Property.
 - b. The City will schedule a public hearing on the City's annexation of the Property.
 - c. The City will adopt an ordinance annexing the Property and set an effective date for the annexation.
 - d. Services to be provided within the areas annexed by the City shall be in accordance with the terms of the Agreement and SPA.
5. The authority to annex the Property and the procedures for the annexation shall be deemed to be with the consent of the Owner, District and individual lot owner within the District, pursuant to the terms of the Agreement and SPA. The City will not be required or obligated to obtain further consent of the Owner, District or individual lot owners within the District in order to annex the Property.
6. Pursuant to section 212.172 (i) of the Local Government Code, the City's immunity from suit is waived for the purpose of adjudicating a claim for breach of contract with respect to the Agreement.