WATER LINE AGREEMENT

THIS WATER LINE AGREEMENT (this "Agreement") is entered into as of the ___ day of _______________, 2018 (the "Effective Date"), by and among LIBERTY CROSSING TC I, LP, a Texas limited partnership ("Liberty Crossing"), AUTUMN BREEZE APARTMENTS, LP, a Texas limited partnership ("Autumn Breeze"), DALLAS INDEPENDENT SCHOOL DISTRICT ("DISD"), WILMER ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation ("WEDC"), WILMER COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation ("WCD", and WEDC and WCD are collectively referred to as the "EDCs"), and THE CITY OF WILMER, TEXAS (the "City"). With the exception of the City, and the EDCs the other parties to this Agreement are referred to herein collectively as the "Parties".

RECITALS

A. Autumn Breeze is the owner of that certain real property located in Wilmer, Dallas County, Texas, as more fully described on Exhibit "A-1" and Exhibit "A-2" attached hereto and made a part hereof (the "LC Property").

B. Liberty Crossing is the owner of certain real property located in Wilmer, Dallas County, Texas, as more fully described on Exhibit "B" attached hereto and made a part hereof (the "AB Property").

C. DISD is the owner of certain real property located in Wilmer, Dallas County, Texas, as more fully described on Exhibit "C" attached hereto and made a part hereof (the "DISD Property").

D. The Parties desire to enter into this Agreement to provide for the design, development and construction of a water line in sufficient size and capacity to fully serve the needs of the Parties' contemplated use and development of their respective property as required by the City (the "Utility Project").

E. EDCs are willing to provide a portion of the costs and expenses related to the construction of the Utility Project as provided hereafter.

F. In addition, the Parties desire to allocate the costs and expenses associated with the management and coordination of the Utility Project.
AGREEMENT

NOW, THEREFORE, in consideration of the premises, to memorialize their respective agreements with respect to such matters, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, the EDCs and the City, as applicable, hereto agree as follows:

1. Initial Installation of Facilities. The City ("Project Coordinator") shall be responsible for the initial general contractor bids and selection of same, construction, installation and completion of the Water Line Facilities in accordance with the plans and specifications which are approved by the City (the "Water Line Plans") and as mutually agreed upon by the Parties, a copy of which has been provided to all Parties. In this regard, the Project Coordinator will retain, through a competitive bid process as required by state statute, a General Contractor ("General Contractor") to construct, install and complete the Water Line Facilities in accordance with the Water Line Plans. The Project Coordinator shall distribute copies of all contractor bids and the construction schedule prior to retention of the General Contractor. The Water Line Facilities shall be installed and completed pursuant to a written contract with General Contractor. The Water Line Facilities shall be constructed and installed by General Contractor in a good workmanlike manner in accordance with all applicable laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction and in all material respects in accordance with the applicable completed Water Line Plans. The City will retain an independent third party to inspect the Utility Project Construction (the "Inspector") prior to each draw from the escrow account. The Parties will retain Pacheco Koch as an independent third party to inspect the Utility Project Plan (the "Consultant") prior to each draw from the escrow account. All construction undertaken by General Contractor or its subcontractors or other agents pursuant to the terms of this Agreement shall be commenced within ninety (90) days following the date that all respective portion of the costs of the Water Line Facilities as provided in Section 5 have been deposited. The work contemplated in this Agreement shall be performed diligently and continuously to conclusion, and in all events completed no later than 190 days (190) days from the date of commencement, and shall meet or exceed all requirements of the City and any governmental authority having jurisdiction over such matters.

2. The Water Line Facilities shall be designed and constructed with three distinct segments. Those segments being:

(a) "The North Segment," generally Distribution Drive to the east right-of-way line of the I-45 service road, then south to Belt Line Road, then east on Goode Road and connecting to an existing eight inch water line,

(b) "The Middle Segment," generally south on the east right-of-way line from Belt Line Road to Mars Road, then east on Mars Road to Goode Road and connecting to an existing eight-inch water line,

(c) "The South Segment," generally south on the east right-of-way line of the I-45 service road for a distance to be determined by the City and its third-party engineers, then west to connect to an existing eight inch water line on Miller Ferry Road.
3. **Cost of Initial Installation of Water Line Facilities.**

(a) The agreed upon price for each segment of the Water Line Facilities is attached hereto as Exhibit "D" (the "Water Line Facilities Price").

(b) With respect to the Water Line Facilities, the Parties shall be responsible for the following percentages of the Middle Segment of the Water Line Facilities Price based upon the respective Parties agreed to demand on the Water Line Facilities:

<table>
<thead>
<tr>
<th></th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberty Crossing</td>
<td>30%</td>
</tr>
<tr>
<td>Autumn Breeze</td>
<td>56%</td>
</tr>
<tr>
<td>DISD</td>
<td>14%</td>
</tr>
</tbody>
</table>

4. **Deposit of Funds into Escrow.** To facilitate payment by the Parties of their respective portion of the cost of the Water Line Facilities, contemporaneously with the execution of this Agreement, the Parties shall deposit the following amounts:

(a) Liberty Crossing shall deposit into escrow $352,930.03 for the Water Line Facilities;

(b) Autumn Breeze shall deposit into escrow $655,200.24 for the Water Line Facilities; and

(c) DISD shall deposit into escrow $162,111.40 for the Water Line Facilities.

The aggregate amounts set forth in Sections 4(a), (b), and (c) are referred to herein collectively as the "Escrow Deposit," and the amount so deposited by the respective Party in relation to the total Escrow Deposit shall be the Party's proportionately shared cost expressed as a percentage. No Party shall be required to contribute any more than the amounts described in Section 4(a,b, and c) above, and each Party’s shared cost shall be the same as the percentage as described in Section 3(b) expressed above. The Escrow Deposit shall be made to Commonwealth Land Title Insurance Company, 5949 Sherry Lane, Suite 111, Dallas, Texas 75225, Attn: James Lazar (the "Escrow Agent") to be held and disbursed in accordance with the terms hereof. Escrow Agent, by signing this Agreement, acknowledges receipt of the Escrow Deposit and agrees to retain and disburse the Escrow Deposit in accordance with the terms of this Agreement.

5. **Investment and Interest.** Escrow Agent shall invest the Escrow Deposit in short-term deposit accounts. All interest earned on the Escrow Deposit shall be added to and shall be deemed to be a part of the Escrow Deposit for all purposes.

6. With respect to the Water Line Facilities, the Wilmer Economic Development Corporation and the Wilmer Community Development Corporation (collectively the EDCs) shall contribute up to $1,200,000 for the construction of the North Segment and the South Segment. Under a contract (Performance Agreement) to the City of Wilmer, the EDCs shall retain this
amount in their respective governmental fund. The City and EDC shall be solely responsible for all costs associated with construction of the North Segment and South Segment.

7. **Disbursement of Escrow Deposit and EDCs’ Funds**

   (a) Subject to the terms, provisions, and conditions of this Agreement, the Escrow Deposit and EDCs’ funds held pursuant to this Agreement shall be disbursed by the Escrow Agent to the City of Wilmer as the Project Coordinator following the other Parties’ approval of a "Draw Request" (as hereinafter defined) submitted by the Project Coordinator to the Parties and Escrow Agent simultaneously. Draw Requests may be submitted not more often than once every thirty (30) days. In order to obtain a disbursement of the Escrow Deposit and EDCs’ funds, the Project Coordinator shall cause General Contractor to present to the other Parties and the EDCs, with a copy to Escrow Agent, the information described below in this Section 7 (the "Draw Request"). The Draw Request shall include the following documents:

   (i) A properly executed "Contractor's Affidavit and Waiver of Lien" in a form reasonably acceptable to the Parties (the "Contractor's Affidavit"), which Contractor's Affidavit shall include a sworn certificate executed by General Contractor and/or its subcontractors listing all persons or companies having furnished labor, materials or supplies in connection with the performance of such construction work and confirming General Contractor's and/or its subcontractor's receipt of payment in full for such work performed, and General Contractor and/or its subcontractor's release of any lien claims relative to such work which confirmation and release may be conditioned upon payment of the Draw Request. The Contractor's Affidavit shall be dated and effective as of a date that is on or after the date of General Contractor's and/or its subcontractor's invoice for payment for such construction work.

   (ii) A properly executed contractor's "application for payment" from General Contractor and/or its subcontractor for the amount requested of the draw; and

   (iii) A certificate from the project's engineer certifying that all work described in the Draw Request has been performed in accordance with the Water Line Plans, attached as Exhibit "E".

   (b) Upon receipt of the Draw Request, the Parties shall have five (5) days to review such Draw Request and to confirm that such Draw Request and the work represented thereby complies with the requirements of this Agreement. The Parties shall not unreasonably withhold, delay, condition or deny and shall act in good faith with respect to its acceptance of any Draw Request, provided that the work described therein complies with the requirements of this Agreement. Failure of the Parties to object to the Draw Request within said five (5) day period shall be deemed acceptance by any and all non-objecting Party of the Draw Request as submitted. During such five (5) day period the Parties, at their sole cost and expense, may cause the Inspector to verify that such Draw Request and the work represented thereby complies with the requirements of this Agreement.
Agreement.

(c) If the Parties have not objected to the Draw Request for the reasons set forth above within five (5) days after receiving same, Escrow Agent may fully rely on such acceptance and approval of the Draw Request as submitted in proceeding with disbursement of Escrow Deposit as set out herein, and Escrow Agent shall advance such Draw Request out of the Escrow Deposit to General Contractor within two (2) business days of the date on which a Draw Request is actually approved or is deemed approved, and will provide written notification of the disbursement to the Parties at that time.

(d) After payment of the final approved Draw Request as provided herein, Escrow Agent shall release all of the remaining Escrow Deposit, if any, to the Parties in accordance with the percentages described above.

8. Defaults; Remedies.

(a) Defaults and Cure Periods. In the event that any of the Parties hereto shall default in its obligations under this Agreement, and such default is not cured (i) within ten (10) business days after written notice of such default, in the event of a default in payment of any sums payable by the defaulting Party pursuant to the terms of this Agreement; or (ii) within thirty (30) business days after written notice of such default, in the event of a default other than in the payment of sums payable pursuant to this Agreement provided, however, in the event that such non-monetary default is not capable of being cured within such 30-day period then, provided that the applicable Party commences to cure such default within such 30-day period and continues with all due diligence to cure such default, the time period within which such Party shall be permitted to cure such default shall be extended for such time period as may be reasonably required to cure such default with all due diligence but in no event will a Party be entitled to a curative period in excess of sixty (60) days, in addition to any other remedies that may be specified in this Agreement, the Parties hereto shall have the following rights and remedies:

(i) The non-defaulting Parties hereto shall have the right to prosecute any proceedings at law and/or in equity against such defaulting Party to prevent the defaulting Party from defaulting upon the provisions of this Agreement, and/or to recover damages for any such violation or default, including, but not limited to, the remedy of specific performance, the Parties hereby agreeing that specific performance is an appropriate remedy to make available to the Parties hereunder since the remedies available at law may be inadequate to make the Parties whole in the event of a default by any Party under this Agreement.

(ii) The non-defaulting Parties hereto shall be entitled (but not obligated) to perform the obligations of the defaulting Party or take whatever steps that the non-defaulting Party reasonably deems to be necessary or appropriate to mitigate the damage or harm caused by such default, and all costs and expenses (including reasonable attorneys' fees and litigation expenses)
incurred in connection with such activities of the non-defaulting Party shall be due and payable by the defaulting Party to the non-defaulting Party immediately upon demand therefor and, if not paid upon demand, shall bear interest as provided below. The defaulting Party shall convey and/or obtain, as applicable, for the benefit of the non-defaulting Party all access, construction and other easements as may be required to permit the non-defaulting Party to perform the obligations of the defaulting Party hereunder and to otherwise exercise the non-defaulting Party's rights hereunder.

(b) Interest on Overdue Sums. In the event that any Party hereto fails to pay any sums due and payable by such Party pursuant to the terms of this Agreement, such unpaid sums shall bear interest at the rate of twelve percent (12%) per annum from the due date for the payment of such sums until the same are paid in full.

(c) Attorneys' Fees. If it shall become necessary for any non-defaulting Party to employ an attorney to enforce or defend any of such Party's rights or remedies hereunder, then the reasonable attorneys' fees and litigation and enforcement costs incurred by the prevailing Party shall be paid to the extent permitted by the Constitution and laws of the State of Texas by the non-prevailing Party in such action.

9. Responsibilities and Limitation of Liability of Escrow Agent. Escrow Agent is not a party to, or bound by any agreement which may be deposited under, evidenced by, or which arises out of the foregoing instructions. Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of same; or the identity, authority, or rights of any person executing or depositing the same. Funds in escrow shall not be assignable in whole or in part by any Party and shall not be pledged, mortgaged, or hypothecated. The Parties hereto further agree that Escrow Agent assumes no liability for and is expressly released from any claim or claims whatsoever in connection with the receiving, retaining and delivering of the above papers and funds except to account for payment and/or delivery made thereon. Deposit by Escrow Agent of the instruments and funds (less its charges and expenses incurred herein) comprising this escrow in Court, shall relieve Escrow Agent of all further responsibility and liability, and Escrow Agent is hereby expressly authorized to disregard in its sole discretion any and all notices or warnings given by any of the Parties hereto, or by any other person or corporation, but the said Escrow Agent is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any Court with or without jurisdiction, and in case Escrow Agent obeys or complies with any such order, judgment or decree of any Court it shall not be liable to any of the Parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow to which Escrow Agent is or may be at any time a party, it shall have a lien on the contents hereof for any and all cost, attorneys' fees, whether such attorneys shall be regularly retained or specially employed and other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefor out of said deposit, and the undersigned jointly and severally agree to indemnify and
hold harmless Escrow Agent from all loss, costs or damages incurred, including but not limited to attorneys' fees, by reason of this Agreement or the subject matter hereof or any cause of action which may be filed in connection therewith and to pay Escrow Agent, upon demand all such costs, fees and expenses so incurred. Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own willful misconduct, and Escrow Agent shall have no duties to anyone except those signing this instrument. Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel. Escrow Agent assumes no liability and the Parties hereto consent and agree that Escrow Agent shall have no liability for any defalcation, insolvency, receivership or conservatorship of the depository institution. Nor shall Escrow Agent have any liability due to any of the Parties other than Escrow Agent filing for bankruptcy or the consequences or effect of such a bankruptcy on the funds and/or documents deposited hereunder. Escrow Agent does not represent or warrant that the funds deposited are or will be sufficient or adequate to pay any and all sums due either under any draw request or to anyone performing work or providing materials pursuant to the plans and specifications, nor that the funds deposited are sufficient to complete the Work.

10. **Insurance.** Prior to commencing construction of the Water Line Facilities, the General Contractor and/or its subcontractors shall obtain or require the applicable contractor to obtain and thereafter maintain, so long as such construction activity is occurring or this Agreement is in effect, at least the minimum insurance coverages set forth below: (i) Workers' Compensation – statutory limits; (ii) Employers' Liability - $1,000,000.00; (iii) Commercial General and Comprehensive Auto Liability as follows: (a) Bodily Injury - $2,000,000.00 per occurrence; (b) Property Damage - $2,000,000.00 per occurrence; (c) Independent Contractors Liability or Owner's Protective Liability; same coverage as set forth in (iii) (a) and (b) above; (d) "XCU" Hazard Endorsement, if applicable; (e) "Broad Form" Property Damage Endorsement; and (f) "Blanket Contractual Liability" Endorsement. General Contractor shall provide to the Parties a certificate of insurance naming the Parties as an additional insured on all of such insurance policies prior to the applicable commencement date. Commercial General Liability, Comprehensive Auto Liability and the Workers' Compensation policies must include a waiver of subrogation in favor of DISD, Liberty Crossing TC I, LP and Autumn Breeze Apartments, LP. The Commercial General Liability and Comprehensive Auto Liability policies must be primary and noncontributory.

11. **Fees and Expenses.** Except as provided in the next succeeding sentence, each Party shall each pay its own fees and expenses incurred in connection with this Agreement. Interest earned on the Escrow Deposit shall be applied to the payment of the charges and fees of the Escrow Agent and the Parties shall equally bear any and all fees or other charges made by the Escrow Agent in connection with this Agreement to the extent the interest earned on the Escrow Deposit is insufficient to cover such fees and charges. Except as aforesaid with respect to the application of interest earned on the Escrow Deposit thereto, no portion of the Escrow Deposit may be applied to the payment of such costs.

WATER LINE AGREEMENT
Wilmer Water Line Agmt 4 – 8025.0039
12. **Indemnity.** Each Party and its successors and assigns hereby agrees to indemnify, hold harmless and defend the other Parties and their respective successors and assigns from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees to the extent permitted by the Constitution and laws of the State of Texas, and costs) arising out of or related to any breach of this Agreement and its use of the Water Line Facilities by its respective tenants, customers, invitees, guests, employees, agents, representatives, patrons, licensees, contractors, subcontractors, suppliers, successors and assigns, excepting only to the extent caused by the gross negligence or willful misconduct of each such other Party and/or its respective tenants, customers, invitees, guests, employees, agents, representatives, patrons, licensees, contractors, subcontractors, suppliers, successors and assigns.

13. **Dedication to City.** Upon the completion of the Water Line Facilities and its acceptance by the City, the Parties shall dedicate the Water Line Facilities to the City, which, if accepted by a majority vote of the City Council, and City agrees to and shall assume maintenance of the Water Line Facilities as a condition of such dedication. The cost of any bond for acceptance of the Water Line Facilities required by the City shall be the responsibility of the Parties.

14. **Connection to Middle Water Line Facilities by Third Party.** It is agreed that the City will charge to or assess against any third party that desires to utilize the Middle Segment of the Water Line Facilities a pro rata fee based on the third party's maximum percentage of demand of the excess Water Line Facilities capacity. To partially reimburse the Parties for the initial cost of the Water Line Facilities Price, the City agrees to pay to the Parties based upon their respective shared cost of the Water Line Facilities all Pro Rata Fees it receives from third parties for tying into and/or using the Water Line Facilities to be paid as follows:

(a) Liberty Crossing 30%
(b) Autumn Breeze 56%
(c) DISD 14%

And, based upon the following calculations of Pro Rata Fees:

Total Cost of the Middle Segment divided by the number of feet in the project equals the cost per linear foot of frontage line.

$959,242/6511.85'=$147.31/LF of frontage*

*This value is based on an estimated opinion of probable construction cost and should be updated in the agreement once bids have been received for the infrastructure project and actual costs are available.

**Connection to North Segment and South Segment by Third Party.** It is contemplated that the City will charge to or assess against any third party that desires to utilize the North Segment or the South Segment of the Water Line Facilities a Pro Rata fee based on Chapter 13, Section 13.03.010 “Pro Rata Charges for Water and Sewer Extensions” of the City of Wilmer Code of Ordinances.
15. Notices.

(a) NOTICE. Any notice or communication required or permitted hereunder shall be given in writing, sent by (i) personal delivery, or (ii) United States mail, postage prepaid, registered or certified mail, return receipt requested, (iii) electronic transmission, or (iv) facsimile, addressed as follows:

Escrow Agent: Commonwealth Land Title Insurance Company
5949 Sherry Lane, Suite 111
Dallas, Texas 75225
Att'n: James Lazar
Email: jlazar@jameslazar.com
Fax: 214-987-4202

Liberty Crossing: Liberty Crossing TC I, LP
2351 W. Northwest Highway, Suite 2200
Dallas, Texas 75220
Att'n: Tyler Weir
Email: __________________________
Fax: __________________________

With copy to: Shackelford, Bowen, McKinley & Norton, LLP
9201 N. Central Expressway, Fourth Floor
Dallas, Texas 75231
Att'n: John C. Shackelford
Email: jshack@shackelfordlaw.net
Fax: (214) 780-1401

Autumn Breeze: Autumn Breeze Apartments, LP
15653 Highway 243
Kaufman, Texas 75142
Att'n: John Altman
Email: firstcorp@gmail.com

With copy to: Bennett, Weston, LaJone & Turner, PC
1603 LBJ Freeway, Suite 280
Dallas, Texas 75234
Att'n: Jay A. LaJone
Email: jlajone@bennettweston.com
Fax: 214-393-4025

DISD: Dallas Independent School District
3801 Herschel Avenue
Dallas, Texas 75219
Att'n: Timothy Strucely
Email: tstrucely@dallasisd.org
Att’n Amy Esquivel  
Email: __________________________

With copy to: Orlando Alameda, Director  
Real Property Management  
3701 S. Lamar  
Dallas, Texas 75215  
Email: OAlameda@dallasisd.org

EDC:  
Wilmer Economic Development Corporation  
Wilmer Community Development Corporation  
128 N. Dallas Avenue  
Wilmer, Texas 85172  
Att’n:  David Miracle  
Email: dmiracle@wilmeredc.com

City:  
City of Wilmer, Texas  
128 N. Dallas Avenue  
Wilmer, Texas 75172  
Att’n:  Casey Burgess, Mayor  
Email: cburgess@cityofwilmer.net

With copy to: Halla Law Firm  
18383 Preston Road, Suite 110  
Dallas, Texas 75252  
Email: mhalla@hallalawfirm.com

or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or in the case of mail, as of three (3) days after postmark when sent by United States mail at the address and in the manner provided herein, or in the case of facsimile or electronic transmission, upon receipt.

(b) Each Party shall have the right to change its address for notice hereunder to any other location by the giving of ten (10) days' notice to the other Parties hereto in the manner set forth above.

(c) A courtesy copy of any notice given to any Party shall be sent to all other Parties so that all Parties may be kept abreast of the progress of the work and other related matters. Failure of delivery of any courtesy copy shall not affect the validity or effectiveness of any notice properly given to the intended recipient thereof.
16. **LAW GOVERNING.** THIS AGREEMENT AND THE OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ANY DISPUTES HEREUNDER SHALL BE BROUGHT IN THE APPROPRIATE STATE COURT IN DALLAS COUNTY, TEXAS, AND THE PARTIES HERETO WAIVE THE RIGHT TO OBJECT TO SUCH JURISDICTION. THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO REQUEST A TRIAL BY JURY.

17. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the Parties relating to the subject matter hereof. Amendments or changes may be made to this Agreement by, and only by, setting the same forth within a document duly executed by each Party, and an alleged amendment or change herein which is not so documented shall not be effective as to any Party.

18. **Captions.** The titles of the sections in this Agreement shall have no effect and shall neither limit nor amplify the provisions of the Agreement itself.

19. **Successors and Assigns.** This Agreement, and all of the terms, provisions and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective legal representatives, successors and assigns; provided, however, that this Agreement is intended for the sole and exclusive benefit of the Parties hereto and, with the exception of the rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions herein contained.

The parties hereto agree that no assignment will be made during construction and until 1) the City of Wilmer has accepted all the construction, and 2) the easements have been conveyed to the City by all respective parties, as defined in paragraph 13 above.

20. **Waivers.** No purported or alleged waiver of any of the provisions of this Agreement shall be valid or effective unless in writing, signed by the Party against whom it is sought to be enforced.

21. **Severability.** If any term of provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction to the extent that such invalidity does not destroy the basis of the bargain among the Parties, such invalidity shall not affect any other provision of this Agreement or the application thereof and to this end the Parties agree that the provisions of this Agreement are and shall be severable.

22. **Remedies Cumulative.** Except as herein otherwise provided to the contrary, all rights, privileges and remedies afforded the Parties by this Agreement shall be deemed cumulative and not exclusive and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or in equity.
23. **Dates and Time Periods.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday under the laws of the State of Texas or United States of America, such date shall be extended to the next succeeding Business Day. The term "Business Day" shall mean a day which is not a Saturday, Sunday or legal holiday under the laws of the United States of America or the State of Texas.

24. **Counterparts.** To facilitate execution, this Agreement may be executed by facsimile or electronic transmission (e.g., Adobe pdf) and in as many counterparts as may be required; and it shall not be necessary that the signature of each Party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of each Party, or that the signatures of the persons required to bind any Party, appear on one or more of such counterparts. All facsimile or emailed signatures and all counterparts shall collectively constitute a single agreement.

25. The Recitals are incorporated herein for all purposes as if fully recited.

[Signature Page Follows]
EXECUTED as of the date set forth above.

LIBERTY CROSSING: LIBERTY CROSSING TC I, LP,
a Texas limited partnership

By: Liberty Crossing GP, LLC,
a Texas limited liability company,
its general partner

By: __________________________
Tyler Weir, Manager

AUTUMN BREEZE: AUTUMN BREEZE APARTMENTS, LP,
a Texas limited partnership

By: Autumn Breeze GenPar, LLC,
a Texas limited liability company,
its general partner

By: __________________________
John Altman, Manager

DISD: DALLAS INDEPENDENT SCHOOL DISTRICT

By: __________________________
Name: Timothy Strucely
Title: Executive Director, Dallas ISD

WEDC: WILMER ECONOMIC DEVELOPMENT
CORPORATION,
a Texas non-profit corporation

By: __________________________
Name: David Miracle
Title: Executive Director
WCD:

WILMER COMMUNITY DEVELOPMENT CORPORATION,
a Texas non-profit corporation

By: ____________________________
Name: David Miracle
Title: Executive Director

CITY:

CITY OF WILMER, TEXAS

By: ____________________________
Name: Casey Burgess
Title: Mayor

STATE OF TEXAS §
COUNTY OF __________§

This instrument was acknowledged before me on the _____ day of ______________, 2018, by Tyler Weir, Manager of Liberty Crossing GP, LLC, a Texas limited liability company, the general partner of Liberty Crossing TC I, LP, a Texas limited partnership, on behalf of said limited partnership, for the purposes and consideration therein expressed.

______________________________
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF __________§

This instrument was acknowledged before me on the _____ day of ______________, 2018, by John Altman, Manager of Autumn Breeze GenPar, LLC, a Texas limited liability company, the general partner of Autumn Breeze Apartments, LP, a Texas limited partnership, on behalf of said limited partnership, for the purposes and consideration therein expressed.

______________________________
Notary Public in and for the State of Texas
STATE OF TEXAS  §

COUNTY OF __________  §

This instrument was acknowledged before me on the _____ day of _______________, 2018, by _________________________, ____________ of Dallas Independent School District, for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas

STATE OF TEXAS  §

COUNTY OF __________  §

This instrument was acknowledged before me on the _____ day of _______________, 2018, by _________________________, ____________ of Wilmer Economic Development Corporation, a Texas non-profit corporation, on behalf of said non-profit corporation, for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas

STATE OF TEXAS  §

COUNTY OF __________  §

This instrument was acknowledged before me on the _____ day of _______________, 2018, by _________________________, ____________ of Wilmer Community Development Corporation, a Texas non-profit corporation, on behalf of said non-profit corporation, for the purposes and consideration therein expressed.

Notary Public in and for the State of Texas
STATE OF TEXAS §

COUNTY OF __________ §

This instrument was acknowledged before me on the _____ day of _______________, 2018, by _________________________, ____________ of City of Wilmer, Texas, for the purposes and consideration therein expressed.

_________________________________________

Notary Public in and for the State of Texas
EXHIBIT "A-1"

Autumn Breeze Phase I Property Legal Description

DESCRIPTION, of a called 12.862 acre (560,269 square foot) tract of land situated in the Hairbird Weatherford Survey, Abstract No. 1558, Dallas County, Texas; said tract being part of that certain tract of land described as “Tract II” in Special Warranty Deed with Vendor's Lien to TX Cooley Sub III, LLC recorded in Instrument Number 20150343574 of the Official Public Records of Dallas County, Texas; said 12.862 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found for the intersection of the northwest right-of-way line of Mars Road (a variable width right-of-way) and the southwest right-of-way line of Goode Road (a variable width right-of-way); said point being the east corner of said “Tract II”;

THENCE, South 59 degrees, 57 minutes, 52 seconds West, along said northwest line of Mars Road and the southeast line of said “Tract II”, a distance of 894.32 feet to a point for corner;

THENCE, departing the said northwest line of Mars Road and over and across said “Tract II”, the following two (2) calls:

North 27 degrees, 09 minutes, 44 seconds West, a distance of 627.27 feet to a point for corner;

North 59 degrees, 57 minutes, 52 seconds East, a distance of 894.32 feet to a point for corner in said southwest line of Goode Road;

THENCE, South 27 degrees, 09 minutes, 44 seconds East, along said southwest line of Goode Road and the northeast line of said “Tract II”, a distance of 627.27 feet to the POINT OF BEGINNING;

CONTAINING: 560,269 square feet or 12.862 acres of land, more or less.
EXHIBIT "A-2"

Autumn Breeze Phase II Property Legal Description

DESCRIPTION, of a 25.718 acre tract of land situated in the Hairbird Weatherford Survey, Abstract No. 1558, Dallas County, Texas; said tract being part of that certain tract of land described as "Parcel II" in Special Warranty Deed with Vendor's Lien to TX Cooley Sub III, LLC recorded in Instrument Number 201500343574 of the Official Public Records of Dallas County, Texas; said 25.718 acre tract being more particularly described as follows:

BEGINNING, at a 1/2-inch iron rod found for the intersection of the northwest right-of-way line of Mars Road (a variable width right-of-way) and the southwest right-of-way line of Goode Road (a variable width right-of-way); said point being the east corner of said "Parcel II";

THENCE, South 59 degrees, 57 minutes, 52 seconds West, along said northwest line of Mars Road and the southeast line of said "Parcel II", a distance of 894.32 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap set;

THENCE, North 27 degrees, 09 minutes, 44 seconds West, departing the said northwest line of Mars Road and over and across said "Parcel II", a distance of 1,256.86 feet to a 1/2-inch iron rod found; said point being an ell corner of said "Parcel II" and the south corner of that certain tract of land described in Quitclaim Deed to Lyons Realty Company, Inc. recorded in Volume 85219, Page 3499 of the Deed Records of Dallas County, Texas;

THENCE, North 60 degrees, 17 minutes, 52 seconds East, along the southeast line of said Lyons Realty tract and the southeast line of that certain tract of land described in Deed to Pete Delarosa recorded in Instrument No. 201500161187 of said Official Public Records, a distance of 894.07 feet to a 1/2-inch iron rod with "VOTEX RPLS 4813" cap found in said southwest line of Goode Road;

THENCE, South 27 degrees, 09 minutes, 44 seconds East, departing the said southeast line of the Delarosa tract and along said southwest line of Goode Road and the northeast line of said "Parcel II", a distance of 1,251.65 feet to the POINT OF BEGINNING;

CONTAINING: 1,120,290 square feet or 25.718 acres of land, more or less.

SAVE AND EXCEPT the property described on Exhibit "A-1" hereto.
EXHIBIT "B"

Liberty Crossing Property Legal Description

TRACT 1:

Being a tract of land situated in the Jeff D. Weatherford Survey, Abstract No. 1536, in Dallas County, Texas, being all of a tract of land conveyed to TX Cooley Sub III, LLC, a Texas limited liability company (Parcel IV), by Special Warranty Deed with Vendor’s Lien recorded in Instrument No. 201500343574, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner in the southwest right-of-way line of S. Goode Road (50 foot R.O.W.), said point being the north corner of a tract of land conveyed to Billie J. Simmons and Georgia Simmons by Deed recorded in Volume 2000099, Page 6753, Deed Records, Dallas County, Texas;

THENCE South 61 Degrees 07 Minutes 35 Seconds West, passing at a distance of 334.12 feet, the South corner of said Simmons tract, same point being the North corner of Parcel III tract, of said TX Cooley Sub III Deed, and continuing along the Northwest line of said Parcel III tract for a total distance of 1,352.00 feet to a 5/8 inch iron rod with a yellow cap stamped (DC&A INC) found for corner;

THENCE North 30 Degrees 04 Minutes 34 Seconds West, a distance of 854.24 feet to a ½ inch iron rod found for corner, said point being in the Southeast line of a tract of land conveyed to WP Legacy, Ltd. by Deed recorded in Instrument No. 200900162852, Official Public Records, Dallas County, Texas;

THENCE North 59 Degrees 57 Minutes 00 Seconds East, along said Southeast line of said WP Legacy tract, a distance of 579.99 feet to a 5/8 inch iron rod found at the West corner of a tract of land conveyed to M.J. Perl by Deed recorded in Volume 98231, Page 177, Deed Records, Dallas County, Texas;

THENCE South 71 Degrees 18 Minutes 35 Seconds East, along the Southwest line of said Perl tract, a distance of 256.04 feet to a 5/8 inch iron rod with a yellow cap stamped “DC&A INC” found for corner;

THENCE South 85 Degrees 31 Minutes 34 Seconds East, along the South line of said Perl tract, a distance of 732.48 feet to a 5/8 inch iron rod found at the East corner of said Perl tract, said point being on the aforementioned Southwest right-of-way line of S. Goode Road;

THENCE South 30 Degrees 02 Minutes 59 Seconds East, along said Southwest right-of-way line of S. Goode Road, a distance of 274.39 feet to the POINT OF BEGINNING and containing 915,952 square feet or 21.03 acres of land.
EXHIBIT "C"

DISD Property Legal Description

DESCRIPTION, of a 31.522 acre tract of land situated in the Charles A. Warfield Survey, Abstract No. 1612 and the Jefferson Weatherford Survey, Abstract No. 1536, Dallas County, Texas; said tract being part of the tract of land described in General Warranty Deed to Dallas Independent School District as recorded in Instrument No. 201700146108 of the Official Public Records of Dallas County, Texas; said 31.522 acre tract being more particularly described as follows:

BEGINNING, at a 5/8-inch iron rod found in the southeast right-of-way line of East Belt Line Road (a 100-foot wide public right-of-way); said point being the west corner of a right-of-way corner clip of said southeast line of East Belt Line Road and the southwest right of way line of South Goode Road (a variable width public right of way); said point also being the most westerly north corner of said Dallas Independent School District tract;

THENCE, South 75 degrees, 52 minutes, 46 seconds East, along said corner clip, a distance of 42.67 feet to a 5/8-inch iron rod found for corner at the east end of said corner clip and in the said southwest line of South Goode Road (50-feet wide at this point);

THENCE, South 29 degrees, 53 minutes, 32 seconds East, along the said southwest line of South Goode Road, a distance of 1,015.55 feet to a 5/8-inch iron rod found for corner; said point being the most easterly corner of said Dallas Independent School District tract and the most northerly corner of a tract of land described in General Warranty Deed to M.J. Perl recorded in Volume 98231, Page 177 of the Deed Records of Dallas County, Texas;

THENCE, South 59 degrees, 14 minutes, 19 seconds West, departing the said southwest line of South Goode Road and along the northwest line of said Perl tract, at distance of 772.53 feet passing the west corner of said Perl tract and the north corner of a tract of land described as "Parcel IV" in Special Warranty Deed with Vendors Lien to TX Cooley Sub III recorded in Instrument No. 201500343574 of said Official Public Records, then along the northwest line of said TX Cooley tract, continuing in all a total distance of 1,352.39 feet to a 5/8-inch iron rod with a yellow plastic cap found at the west corner of said TX Cooley tract; said point being in the southeast line of said Dallas Independent School District tract and also being the southeast corner of the tract of land described in Quitclaim Deed to Billie J. Simmons and wife, Georgia Ann Simmons recorded in Instrument No. 201000321552 of said Official Public Records;

THENCE, North 30 degrees, 48 minutes, 06 seconds West, departing said southeast line of the Dallas Independent School District tract and along the northeast line of said Simmons tract, a distance of 461.34 feet to a 3-inch metal post found for the north corner of said Simmons tract;

THENCE, South 59 degrees, 33 minutes, 53 seconds West, along the northwest line of said Simmons tract, at distance of 27.44 feet passing the northwest corner of said Simmons tract and the northeast corner of a tract of land described as "Tract Two" in Owlety Deed to Billie J. Simmons and wife, Georgia Ann Simmons recorded in Volume 91252, Page 631 of said Deed
Records, continuing in all a total distance of 123.31 feet to a 1/2-inch iron rod found in the northeast right-of-way line of Interstate Highway No. 45 (a variable width public right-of-way); said point being the most westerly southwest corner of said Dallas Independent School District tract and the west corner of the second referenced Simmons tract;

THENCE, North 20 degrees, 25 minutes, 30 seconds West, along the said northeast line of Interstate Highway No. 45, a distance of 287.41 feet to a 5/8-inch iron rod with a yellow plastic cap found for corner; said point being the most westerly northwest corner of said Dallas Independent School District tract and the south corner of a tract of land described in Special Warranty Deed with Vendor's Lien to TRI GAZ, Inc. recorded in Volume 2004072, Page 3650 of said Official Public Records;

THENCE, North 60 degrees, 29 minutes, 41 seconds East, departing the said northeast line of Interstate Highway No. 45 and along the southeast line of said TRI GAZ tract, at a distance of 211.95 feet passing the east corner of said TRI GAZ tract and the west corner of a tract of land described in Special Warranty Deed to TRIGAZ, INC. recorded in Volume 2004103, Page 5660 of said Official Public Records, continuing in all a distance of 342.04 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner at the east corner of the second referenced TRIGAZ tract;

THENCE, North 29 degrees, 36 minutes, 51 seconds West, along the northeast line of the second referenced TRIGAZ tract, a distance of 324.90 feet to a 5/8-inch iron rod with "PACHECO KOCH" cap found for corner in the said southeast line of East Belt Line Road; said point being the most northerly northwest corner of said Dallas Independent School District tract;

THENCE, North 60 degrees, 21 minutes, 35 seconds East, along the said southeast line of East Belt Line Road, a distance of 841.34 feet to 5/8-inch iron rod with "PACHECO KOCH" cap found at the beginning of a tangent curve to left;

THENCE, in a northeasterly direction, continuing along the said southeast line of East Belt Line Road and said curve to the left, having a central angle of 02 degrees, 10 minutes, 51 seconds, a radius of 5,779.65 feet, a chord bearing and distance of North 59 degrees, 16 minutes, 11 seconds East, 219.99 feet, an arc distance of 220.00 feet to the POINT OF BEGINNING;

CONTAINING, 1,373,080 square feet or 31.522 acres of land, more or less.
EXHIBIT "D"

Water Line Facilities Price

PRELIMINARY OPCC SUMMARY (PREDESIGN)
ALTERNATIVE 2 - TXDOT ROUTE

<table>
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<tr>
<th>Project</th>
<th>Project Cost</th>
<th>Autumn Breeze</th>
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<th>DISD</th>
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The quantities and prices shown herein are an indication of the Engineer's opinion of probable construction costs associated with the referenced project and are NOT a guarantee of individual or total construction costs.

EMLI - EMLI Apartments
DISD - Dallas Independent School District

1. Per Freese & Nichols, proposed public water provides adequate fire and domestic service to Autumn Breeze Phases 1 & 2, EMLI Phase 1, and DISD Elementary and Middle School, and based on future assumed land use, also provides additional capacity for future connections to the system.

2. Cost sharing percentages:
   a. North and south section construction costs - EDC 100% for both sections
   b. Middle section construction cost and engineering design cost for all three sections - Autumn Breeze 56%, EMLI 30%, and DISD 14%.