



# North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

## NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on June 23, 2022. The Board will convene in Open Session at 5:30 PM, then move into Executive Session and resume the public portion of the meeting no earlier than 6:15 PM. The Board will meet on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas 78217. Such meeting is a regular meeting.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

Items will not necessarily be discussed or considered in the order they are printed. Anyone wishing exhibit information in accordance with Local Board Policy GBA, must contact the Public Information Officer.

### MISSION STATEMENT

We challenge and encourage each student to achieve and demonstrate academic excellence, technical skills, and responsible citizenship.

#### I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

#### II. EXECUTIVE SESSION

A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Routine Personnel including but not limited to Administrative Appointments

- a. Principal of Thousand Oaks Elementary School
- b. Principal of Tuscany Heights Elementary School
- c. Principal of Bush Middle School
- d. Principal of Driscoll Middle School
- e. Principal of Tex Hill Middle School

#### III. RECONVENE INTO OPEN SESSION

#### IV. MATTERS FROM EXECUTIVE SESSION

A. Personnel Including but not limited to Administrative Appointments pursuant to Government Code Section 551.074

1. Possible Action Regarding Routine Personnel including but not limited to Administrative Appointments

**Presenter:** Rudy Jimenez, Chief of Schools and Leadership

- a. Principal of Thousand Oaks Elementary School
- b. Principal of Tuscany Heights Elementary School
- c. Principal of Bush Middle School
- d. Principal of Driscoll Middle School
- e. Principal of Tex Hill Middle School

3

**V. PUBLIC HEARING TO DISCUSS 2022-2023 BUDGET AND PROPOSED TAX RATE**

- A. Possible Action Regarding 2022-2023 Budget Adoption 4  
**Presenter:** Dan Villarreal, Chief Financial Officer

**VI. NEW BUSINESS FOR POSSIBLE BOARD ACTION**

- A. Business Services
  - 1. Possible Action Regarding Final Budget Amendment 6  
**Presenter:** Dan Villarreal, Chief Financial Officer
  - 2. Possible Action Regarding Fund Balance Commitments 8  
**Presenter:** Dan Villarreal, Chief Financial Officer

**VII. BOARD BUSINESS**

- A. Possible Changes to Board Operating Procedures  
**Presenter:** Shannon Grona, President, Board of Trustees
- B. Possible Authorization of Termination of 2001 Development Agreement 10  
**Presenter:** Sean Maika, Superintendent of Schools

**VIII. NEW BUSINESS FOR POSSIBLE BOARD ACTION**

- A. Consent
  - 1. North East Educational Foundation
    - a. North East Educational Foundation MOU with NEISD 49

**IX. ADJOURNMENT**

---

*If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.*

**CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 20th day of June, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

---

The North East Independent School District does not discriminate on the basis of race, color, religion, gender, national origin, age or disability



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 23, 2022

Presenter: Rudy Jimenez  
Chyla Whitton, Executive  
Director for Human  
Resources

Subject: Employment of Personnel  
New Hires

Related Page(s): None

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

Policy DC (LOCAL) states: "The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in the following categories: central office administrator from the director level and above and campus administrator, including principals and assistant principals." Final authority for employment of contractual personnel in these categories shall be retained by the Board.

#### **ADMINISTRATIVE CONSIDERATION**

Campus personnel are recommended for employment by campus principals in accordance with TEC § 11.202(b). All other personnel are recommended by appropriate supervisors. In both cases, the candidate deemed "best qualified" has been selected.

#### **BUDGETARY CONSIDERATION**

New hires associated with replacement of personnel have been budgeted prior to the hiring process. New hires associated with recently established positions are covered by a contingency fund established by the Board for this purpose. Should the cost of such positions exceed the funds so budgeted, then a separate budget amendment is brought before the Board prior to additional positions being filled.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees of the North East Independent School District approve the hiring of new personnel as presented.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 23, 2022

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance & Accounting

Subject: 2022-2023 Budget Adoption Related Page(s): Attachment

## **ACTION ITEM**

### **BACKGROUND INFORMATION**

Sections 44.002 through 44.006 of the Texas Education Code establish the legal basis for budget development in school districts. The following six items summarize the legal requirements from the code:

- The superintendent is the budget officer for the district and prepares or causes the budget to be prepared.
- The district budget must be prepared by June 19 and adopted by June 30.
- The president of the board of trustees must call a public meeting of the board of trustees, giving ten-day public notice in a newspaper, for the adoption of the district budget. Any taxpayer in the district may be present and participate in the meeting.
- No funds may be expended in any manner other than as provided for in the adopted budget. The board does have the authority to amend the budget or to adopt a supplementary emergency budget to cover unforeseen expenditures.
- The budget must be prepared in accordance with generally accepted accounting principles and state guidelines.
- The budget must be legally adopted before the adoption of the tax rate.

### **ADMINISTRATIVE CONSIDERATION**

Notice of public hearing was published as required on June 11, 2022. The adoption of the tax rate will take place in September.

### **BUDGETARY CONSIDERATION**

The 2022–2023 budgeted revenues and expenditures, in total and by function, for the General Fund, Debt Service Fund, and School Nutrition Services Fund are attached for consideration.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board of Trustees adopt the 2022–2023 Budgets for the General Fund, Debt Service Fund, and School Nutrition Services Fund.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

**2022 - 2023 Adopted Budget**

**June 23, 2022**

	<b>General Fund</b>	<b>School Nutrition Services Fund</b>	<b>Debt Service Fund</b>	<b>Total - All Budgeted Funds <i>(information only)</i></b>
<b>Estimated Revenues &amp; Other Sources</b>				
Local	\$ 442,382,738	\$ 6,706,177	\$ 142,732,486	\$ 591,821,401
State	85,752,279	1,807,073	4,062,757	91,622,109
Federal	14,333,729	28,454,166	1,855,218	44,643,113
Total Estimated Revenue	<u>\$ 542,468,746</u>	<u>\$ 36,967,416</u>	<u>\$ 148,650,461</u>	<u>\$ 728,086,623</u>
Other Sources	200,000	-	66,880,000	67,080,000
<b>Total Estimated Revenue &amp; Other Sources</b>	<b><u>\$ 542,668,746</u></b>	<b><u>\$ 36,967,416</u></b>	<b><u>\$ 215,530,461</u></b>	<b><u>\$ 795,166,623</u></b>
<b>Appropriations &amp; Other Uses</b>				
Function:				
11 Instruction	\$ 340,068,665	\$ -	\$ -	\$ 340,068,665
12 Instructional Resources & Media Services	8,859,695	-	-	8,859,695
13 Curriculum & Instructional Staff Development	15,908,448	-	-	15,908,448
21 Instructional Leadership	7,420,371	-	-	7,420,371
23 School Leadership	36,857,826	-	-	36,857,826
31 Guidance, Counseling & Evaluation Services	21,768,856	-	-	21,768,856
32 Social Work Services	3,231,213	-	-	3,231,213
33 Health Services	8,030,230	-	-	8,030,230
34 Student Transportation	15,885,669	-	-	15,885,669
35 Food Services	7,105	38,592,916	-	38,600,021
36 Extracurricular Activities	11,738,395	-	-	11,738,395
41 General Administration	14,459,983	-	-	14,459,983
51 Facility Maintenance And Operations	59,711,613	715,000	-	60,426,613
52 Security And Monitoring Services	5,325,151	1,000	-	5,326,151
53 Data Processing Services	4,457,417	-	-	4,457,417
61 Community Services	534,838	-	-	534,838
71 Debt Service	-	-	142,629,196	142,629,196
81 Facilities Acquisition & Construction	-	-	-	-
93 Payments To Fiscal Agent/ Member Districts Of Shared Service Arrangements	765,000	-	-	765,000
95 Payments To Juvenile Justice Alternative Education Programs	359,736	-	-	359,736
99 Other Intergovernmental Charges	2,808,415	-	-	2,808,415
Total Appropriations	<u>\$ 558,198,626</u>	<u>\$ 39,308,916</u>	<u>\$ 142,629,196</u>	<u>\$ 740,136,738</u>
Other Uses	2,330,000	-	64,830,000	67,160,000
<b>Total Appropriations &amp; Other Uses</b>	<b><u>\$ 560,528,626</u></b>	<b><u>\$ 39,308,916</u></b>	<b><u>\$ 207,459,196</u></b>	<b><u>\$ 807,296,738</u></b>
<b>Projected Beginning Fund Balance as of July 1, 2022</b>	<b>\$ 163,382,000</b>	<b>\$ 20,052,000</b>	<b>\$ 143,216,000</b>	<b>\$ 326,650,000</b>
<b>Net Revenue/Sources Over (Appropriations)/(Uses)</b>	<b><u>(17,859,880)</u></b>	<b><u>(2,341,500)</u></b>	<b><u>8,071,265</u></b>	<b><u>(12,130,115)</u></b>
<b>Budgeted Ending Fund Balance as of June 30, 2023</b>	<b><u>\$ 145,522,120</u></b>	<b><u>\$ 17,710,500</u></b>	<b><u>\$ 151,287,265</u></b>	<b><u>\$ 314,519,885</u></b>

Per Texas Local Government Code 140.0045 - The General Fund budget includes \$15,850 expenditures for notices required by law to be published in a newspaper and \$9,000 for directly or indirectly or attempting to influence the outcome of legislation or administrative action. The projected amount of expenditures in 2021-2022 are \$11,212 and \$8,400, respectively.



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 23, 2022

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance & Accounting

Subject: Final Budget Amendment      Related Page(s): Attachment

### **ACTION ITEM**

#### **BACKGROUND INFORMATION**

The 2021-2022 fiscal year budget was adopted on June 24, 2021. Expected revenue and expenditures are subject to change on a regular basis. This represents the final budget amendment for the 2021-2022 fiscal year.

#### **ADMINISTRATIVE CONSIDERATION**

By law, amendments to the budget for the General Fund, Debt Service Fund and School Nutrition Services Fund must be approved by the Board of Trustees.

#### **BUDGETARY CONSIDERATION**

The attached reports show the final budgeted revenue, appropriations and fund balance for the General Fund, Debt Service Fund and the School Nutrition Services Fund.

#### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Board of Trustees approve Final Budget Amendment.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

**NORTH EAST INDEPENDENT SCHOOL DISTRICT**

*Budget Amendment Board Report*

*2021-2022 Final Amended Budget*

*June 23, 2022*

*General Fund, School Nutrition Services Fund & Debt Service Fund*

	General Fund	School Nutrition Services Fund	Debt Service Fund	Total - All Budgeted Funds <i>(information only)</i>
<b>Estimated Revenues &amp; Other Sources</b>				
Local	\$ 430,586,291	\$ 2,451,740	\$ 133,810,735	\$ 566,848,766
State	105,546,218	842,457	1,799,746	108,188,421
Federal	12,219,914	43,344,631	927,609	56,492,154
Total Estimated Revenue	\$ 548,352,423	\$ 46,638,828	\$ 136,538,090	\$ 731,529,341
Other Sources	200,000	17,169	123,015,436	123,232,605
<b>Total Estimated Revenue &amp; Other Sources</b>	<b>\$ 548,552,423</b>	<b>\$ 46,655,997</b>	<b>\$ 259,553,526</b>	<b>\$ 854,761,946</b>
<b>Appropriations &amp; Other Uses</b>				
Function:				
11 Instruction	\$ 322,134,670	\$ -	\$ -	\$ 322,134,670
12 Instructional Resources & Media Services	8,782,156	-	-	8,782,156
13 Curriculum & Instructional Staff Development	15,433,113	-	-	15,433,113
21 Instructional Leadership	7,171,413	-	-	7,171,413
23 School Leadership	36,785,658	-	-	36,785,658
31 Guidance, Counseling & Evaluation Services	22,493,301	-	-	22,493,301
32 Social Work Services	3,177,656	-	-	3,177,656
33 Health Services	8,816,270	-	-	8,816,270
34 Student (Pupil) Transportation	17,259,925	-	-	17,259,925
35 Food Services	8,136	34,452,026	-	34,460,162
36 Extracurricular Activities	12,808,014	-	-	12,808,014
41 General Administration	12,956,781	-	-	12,956,781
51 Facility Maintenance And Operations	61,004,394	667,582	-	61,671,976
52 Security And Monitoring Services	5,179,421	1,000	-	5,180,421
53 Data Processing Services	4,546,052	-	-	4,546,052
61 Community Services	561,311	-	-	561,311
71 Debt Service	750,000	-	137,876,496	138,626,496
81 Facilities Acquisition & Construction	285,583	-	-	285,583
93 Payments To Fiscal Agent/ Member Districts Of Shared Service Arrangements	765,000	-	-	765,000
95 Payments To Juvenile Justice Alternative Education Programs	159,736	-	-	159,736
99 Other Intergovernmental Charges	2,808,415	-	-	2,808,415
Total Appropriations	\$ 543,887,005	\$ 35,120,608	\$ 137,876,496	\$ 716,884,109
Other Uses	3,248,217	-	120,214,898	123,463,115
<b>Total Appropriations &amp; Other Uses</b>	<b>\$ 547,135,222</b>	<b>\$ 35,120,608</b>	<b>\$ 258,091,394</b>	<b>\$ 840,347,224</b>
<b>Beginning Fund Balance as of July 1, 2021</b>	<b>\$ 148,136,301</b>	<b>\$ 8,735,578</b>	<b>\$ 141,458,302</b>	<b>\$ 298,330,181</b>
<b>Net Revenue/Sources Over (Appropriations)/(Uses)</b>	<b>1,417,201</b>	<b>11,535,389</b>	<b>1,462,132</b>	<b>14,414,722</b>
<b>Budgeted Ending Fund Balance as of June 30, 2022</b>	<b>\$ 149,553,502</b>	<b>\$ 20,270,967</b>	<b>\$ 142,920,434</b>	<b>\$ 312,744,903</b>



# NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 23, 2022

Presenter: Dan Villarreal  
Susan Lackorn, Executive Director  
Finance & Accounting

Subject: Fund Balance Commitments Related Page(s): Attachment

## **ACTION ITEM**

### **BACKGROUND INFORMATION**

Governmental Accounting Standards Board (GASB) Statement No. 54 was enacted to enhance the usefulness of fund balance information and to clarify existing governmental fund type definitions. The requirements improve financial reporting by providing fund balance categories and classifications that are more easily understood and more consistently applied by governments. It establishes fund balance classifications based on the constraints imposed upon a government's use of the resources reported in its governmental funds.

### **ADMINISTRATIVE CONSIDERATION**

Under the rules of GASB 54, fund balances in special revenue funds that are not already restricted by a third party (i.e., the grantor) should be committed for a specific purpose. Further, fund balances in capital projects funds not already restricted by bond covenant should be committed for capital projects. The Board of Trustees has the sole authority to commit fund balances.

Committed fund balances are considered released from commitment as expenditures are incurred for the purpose of the commitment.

### **BUDGETARY CONSIDERATION**

There is no budgetary consideration.

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Board of Trustees approve the resolution committing certain fund balances as of June 30, 2022.

### **BOARD ACTION REQUIRED**

Approval/Disapproval

**RESOLUTION**

**North East Independent School District  
Board of Trustees**

**June 23, 2022**

**WHEREAS**, Governmental Accounting Standards Board (GASB) Statement No. 54 is intended to enhance the usefulness of fund balance information by providing clearer fund balance classifications which can be consistently applied;

**WHEREAS**, in compliance with GASB Statement No. 54 and North East ISD policy CFA(Local) the Board of Trustees has the sole authority to commit fund balance for a specific purpose;

**NOW, THEREFORE, BE IT RESOLVED** that the District commits portions of its June 30, 2022, special revenue funds fund balances as follows:

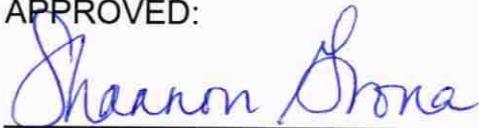
- Campus Activity Funds – funds generated at the campuses and accounted for in the campus activity special revenue funds, other than those funds restricted for specific grants, are committed to the respective campus.
- Hail Damage Replacement Fund – funds are committed for identified roof replacements and other hailstorm-related repairs.

**BE IT FURTHER RESOLVED** that the District commits portions of its June 30, 2022, fund balance in the Facilities Modification capital projects fund for facility modification projects.

**PASSED, APPROVED, AND ADOPTED** BY THE NORTH EAST INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES ON THIS 23rd DAY OF JUNE 2022.

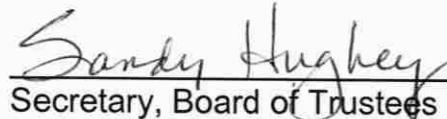
This Resolution acted upon and approved by a majority of the board at a duly called and posted meeting of the North East Independent School District Board of Trustees on June 23, 2022, and executed below by the President and Secretary of the Board on the date of the meeting:

APPROVED:



\_\_\_\_\_  
President, Board of Trustees

APPROVED:



\_\_\_\_\_  
Secretary, Board of Trustees



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 23, 2022

Presenter: Sean Maika,  
Superintendent of Schools

Subject: Possible Authorization  
Of Termination of 2001  
Development Agreement

Related Page(s): See Attached

### ACTION ITEM

#### **BACKGROUND INFORMATION**

On June 17, 2022, Dr. Maika received an e-mail inquiry from a developer of a multifamily project. As part of the project, the developer was informed that the land's survey was encumbered by a prior development agreement that NEISD was part of from February 2001. In reviewing the original document, NEISD entered into that development agreement in February 2001 with two other entities, Continental Homes and Bulverde Road Properties, to secure Continental's construction of a road and other improvements that would eventually be used as part of the right-of-way access to Harris Middle School and Steubing Ranch Elementary School. The agreement also secured certain easements for utilities and drainage. The projects were all completed.

Now, the developer, which is US Living Bulverde Oaks, LLC and is a successor to Continental Homes, is commencing a new project on land not owned by the District. As part of that project, it is looking to secure a construction loan, which is why the land needs to be out from under the prior development agreement. US Living sent a draft agreement that the administration and legal counsel revised to make changes to protect the District's existing easements. The District has no ownership interest in the land being developed now.

#### **ADMINISTRATIVE RECOMMENDATION**

Since all the improvements in the original development agreement were completed, the schools were built and continue to operate, then no further need exists for the development agreement to remain in effect. As such, the administration recommends that the Board authorize the Superintendent to sign the termination agreement for the original development agreement. There is no cost to the District and no effect on its budget for the termination of the original development agreement.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

## DEVELOPMENT AGREEMENT TERMINATION AGREEMENT

**THIS DEVELOPMENT AGREEMENT TERMINATION AGREEMENT** (“Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2022 (the “Termination Date”), by and among US LIVING BULVERDE OAKS, LLC, a Delaware limited liability company (“USL”), as partial successor-in-interest to Bulverde Road Properties, LTD., a Texas limited partnership (“Bulverde Road Properties”), Continental Homes of Texas, L.P., a Texas limited partnership (“Continental”), Bulverde Road Properties, and North East Independent School District, a Texas independent school district (“NEISD”).

### Recitals

- A. USL (as partial successor-in-interest to Bulverde Road Properties), Continental, Bulverde Road Properties and NEISD are parties to that certain Development Agreement attached hereto as Exhibit “A” (the “Development Agreement”, which term shall include any amendments, renewals or modifications thereof) dated as of February 15, 2001.
- B. USL, Continental, Bulverde Road Properties and NEISD desire to terminate the Development Agreement, except for obligations of Continental, Bulverde Road Properties and NEISD that are intended to survive termination of the Development Agreement (the “Surviving Obligations”), and except for the Park Easement (as defined below), as further set forth in this Agreement.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USL, Continental, Bulverde Road Properties and NEISD hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference as if set out in full in the body of this Agreement.

2. Termination. USL, Continental, Bulverde Road Properties and NEISD agree that as of the Termination Date, the Development Agreement shall be deemed terminated, null and void and of no further force or effect, without the need for the execution of any additional documentation, save for the Surviving Obligations, and further save and except for the perpetual non-exclusive easement for drainage and/or general utility purposes (the “Park Easement”) granted by Bulverde Road Properties to Continental and NEISD over, upon and across the Park Tract (as such term is defined in the Development Agreement). The parties hereto acknowledge and agree that the Park Easement is not terminated by this Agreement, and shall continue in full force and effect for the benefit of the Property and the School Tract (as such terms are defined in the Development Agreement).

3. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be inapplicable, invalid, illegal or unenforceable in any respect, such inapplicability, invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such inapplicable, invalid, illegal or unenforceable provision had never been contained herein or therein.

4. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior discussions, agreements or understandings between the parties. No modification of this Agreement shall be enforceable unless same is in writing and signed by USL, Continental, Bulverde Road Properties and NEISD.

5. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by the laws of the State of Texas, excluding its conflict of law principles.

7. Counterparts. This Agreement may be executed in counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

8. Conflict. In the event of any express conflict between the terms of this Agreement and the terms of the Development Agreement, the terms of this Agreement shall govern and control, to the extent of such conflict, save for the Surviving Obligations.

9. Captions. The captions or headings contained in this Agreement are for convenience of reference and shall not affect the construction or interpretation of this Agreement.

10. Further Assurances. The parties hereto agree to do any reasonable act or execute any additional documents reasonably required to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement Termination Agreement as of the date first above written.

[Signature Pages to Follow]

US LIVING BULVERDE OAKS, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

The foregoing instrument was ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, the \_\_\_\_\_ of **US LIVING BULVERDE OAKS, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

[ S E A L ]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary Public)

CONTINENTAL HOMES OF TEXAS, L.P.,  
a Texas limited partnership

By: CHTEX of Texas, Inc.,  
a Delaware corporation,  
its general partner

By: \_\_\_\_\_  
Name: Leslie Kaye Ostrander  
Title: Assistant Secretary

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

The foregoing instrument was ACKNOWLEDGED before me this \_\_\_\_ day of \_\_\_\_\_, 2022, by Leslie Kaye Ostrander, the Assistant Secretary of CHTEX of Texas, Inc., a Delaware corporation, general partner on behalf of **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership.

[ S E A L ]

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
(Printed Name of Notary Public)



NORTH EAST INDEPENDENT SCHOOL DISTRICT, a Texas independent school district

By: [Signature]  
Name: Sean Maika  
Title: Superintendent

STATE OF Texas §  
COUNTY OF Bexar §

The foregoing instrument was ACKNOWLEDGED before me this 23rd day of June, 2022, by Sean Maika, the Superintendent of **NORTH EAST INDEPENDENT SCHOOL DISTRICT**, a Texas independent school district, on behalf of said independent school district.

[SEAL]

Peggy Alane Turner  
Notary Public, State of Texas

My Commission Expires:

August 14, 2025

Peggy Alane Turner  
(Printed Name of Notary Public)

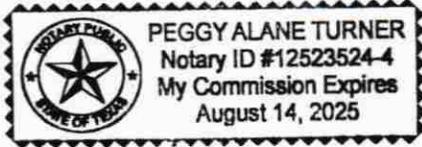
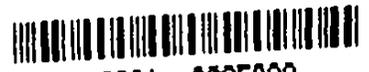


Exhibit "A"

Development Agreement



2001-0025822

SCANNED

### DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into effective as of the 15<sup>th</sup> day of February, 2001, (the "Effective Date") by and among CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership ("CONTINENTAL"), BULVERDE ROAD PROPERTIES, LTD., a Texas limited partnership ("BULVERDE ROAD PROPERTIES") and NORTH EAST INDEPENDENT SCHOOL DISTRICT, a Texas independent school district ("NEISD").

#### INTRODUCTORY PROVISIONS

A. Pursuant to that certain Contract having an effective date of October 27, 2000 (as previously amended, the "Contract"), by and between CONTINENTAL and BULVERDE ROAD PROPERTIES, CONTINENTAL has acquired from BULVERDE ROAD PROPERTIES that certain real property situated in Bexar County, Texas, comprising a total of 210.64 acres consisting of a 193.2 acre tract and a 17.44 acre tract more particularly described by field notes in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Property"). Contemporaneously with CONTINENTAL's acquisition of the Property, BULVERDE ROAD PROPERTIES has conveyed a 60.34 acre tract adjacent to the Property to NEISD more particularly described by field notes on Exhibit B attached hereto and incorporated herein by reference (the "School Tract"). BULVERDE ROAD PROPERTIES has retained an aggregate of approximately 223.28 acres of land south of Loop 1604 adjacent to the Property more particularly described by field notes on Exhibit C attached hereto and incorporated herein by reference (collectively, the "Retained Tracts"), such Retained Tracts being comprised of a 134.18 acre tract, more or less, more particularly described on Exhibit C (the "Commercial Tract") and a 89.10 acre tract, more or less, more particularly described on Exhibit C (the "Park Tract"), it being contemplated by the parties hereto that BULVERDE ROAD PROPERTIES will hereinafter convey the Park Tract to the City of San Antonio ("City"). Attached hereto and incorporated herein by reference as Exhibit D is a drawing depicting the location of the Property, the Commercial Tract, the Park Tract, the School Tract and the Roadway Right-of-Way (as later herein defined).

B. In accordance with the requirements of the Contract, CONTINENTAL and BULVERDE ROAD PROPERTIES, joined herein by NEISD, are entering into this Agreement to articulate and memorialize certain post-closing agreements regarding the construction by CONTINENTAL of certain infrastructural improvements that will benefit the School Tract, and the providing of a mechanism for the identification and establishment by the parties hereto of certain utility and/or drainage easements to benefit the land that is within the scope and purview of this Agreement.

Y018747 PG 1383

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, BULVERDE ROAD PROPERTIES and CONTINENTAL, joined herein by NEISD, hereby covenant and agree as follows:

1. Construction of Infrastructural Improvements.

(a) Extension of Infrastructural Improvements by CONTINENTAL. CONTINENTAL, at its sole expense, shall be obligated to plat an 86' wide right-of-way over and upon that one certain 6.286 acre tract which has also been deeded by BULVERDE ROAD PROPERTIES to CONTINENTAL contemporaneously herewith, such 6.286 acres being described by field notes on Exhibit E attached hereto and incorporated herein by reference (the "Roadway Right-of-Way"), and in connection therewith to thereafter construct and extend a thoroughfare known as Knollcreek within such Roadway Right-of-Way in the manner hereinafter required from Judson Road westerly to the location to the east of O'Connor Road where Knollcreek now dead-ends (i.e., at the southwesterlymost boundary of the Property). Such Knollcreek extension shall be platted and the required improvements constructed and extended by CONTINENTAL in conjunction with the orderly platting and development of the Property and in a manner required by the City. Notwithstanding the foregoing, the extension of that segment of Knollcreek within the Roadway Right-of-Way that directly abuts the northerly boundary of the School Tract shall be completed no later than two (2) years from the date hereof unless such date is extended in writing by NEISD. The Knollcreek extension shall contain a minimum pavement width of 44' and turn lanes designed by Pape-Dawson and approved by the City which benefit and serve the School Tract shall be included. CONTINENTAL shall be further obligated, at its sole expense, to bring or cause to be brought to the perimeter of the School Tract (or to a point in a right-of-way directly abutting the Property) those utilities required to serve the School Tract generally described in Exhibit F attached hereto and incorporated herein by reference, no later than two years from the date hereof unless such date is extended in writing by NEISD.

(b) Construction Requirements. All of the utility and street improvements set forth in 1.(a) above for which CONTINENTAL is responsible in this Agreement (collectively hereinafter referred to as the "Infrastructural Improvements") shall be constructed in a good and workmanlike manner in compliance with any and all requirements of governmental authorities with jurisdiction thereover and in general accordance with plans and specifications prepared by Pape-Dawson Engineering ("Pape-Dawson").

(c) Outside Date to Complete Infrastructural Improvements. Notwithstanding any provisions to the contrary herein contained, CONTINENTAL shall in any event be obligated to complete all of the Infrastructural Improvements (except for that segment of the Knollcreek extension situated

1008747 PG 1384

between the westernmost point of the northerly boundary of the School Tract and the southwesterlymost boundary of the Property) no later than the 2<sup>nd</sup> anniversary of the date hereof unless such date is extended in writing by NEISD.

(d) Covenants Run With Title to the Property. The obligations of CONTINENTAL under this Agreement to complete the Infrastructural Improvements will bind CONTINENTAL and any subsequent developer of the affected portions of the Property as covenants running with the land for the benefit of NEISD and the School Tract. Any sale or other disposition of the Property, or any part thereof by CONTINENTAL, will not relieve CONTINENTAL from its construction obligations with respect to the Infrastructural Improvements as set forth in this Agreement.

(e) Security for NEISD. In order to provide additional assurances to NEISD that CONTINENTAL will complete the Infrastructural Improvements in a timely manner, CONTINENTAL has contemporaneously herewith provided NEISD with a Performance Bond securing its obligations related to the construction of the Infrastructural Improvements. In the event CONTINENTAL fails to timely plat the Roadway Right-of-Way, NEISD shall have the additional right to thereafter cause such platting to occur and in this connection CONTINENTAL agrees to: (i) promptly deed such Roadway Right-of-Way to NEISD upon its written demand whereupon NEISD can thereafter effectuate such platting; and/or (ii) permit NEISD to plat such Roadway Right-of-Way in its behalf and as its agent, and in such regard, CONTINENTAL hereby grants to NEISD a limited power of attorney to effectuate the platting of the Roadway Right-of-Way.

2. Granting of Easements to Accomplish Purposes.

(a) Blanket Easement over Park Tract. BULVERDE ROAD PROPERTIES hereby grants and conveys to each of CONTINENTAL and NEISD a perpetual non-exclusive blanket easement for drainage and/or general utility purposes (i.e., water, sewer, electric (three phase or otherwise), gas, telephone and/or cable T.V.) over, upon, across the Park Tract, such "blanket" easement to expressly inure to the benefit of the present and future owners of the Property and the School Tract and to run with the title to the Park Tract. BULVERDE ROAD PROPERTIES covenants and agrees to include a provision in its deed of the Park Tract to the City making such conveyance expressly subject to such perpetual non-exclusive blanket easements in favor of CONTINENTAL and NEISD.

(b) Additional Easements Needed by Parties Hereto. BULVERDE ROAD PROPERTIES, CONTINENTAL and NEISD agree that to the extent additional "offsite" utility easements are reasonably required to develop the Property, the School Tract and/or the Retained Tracts by the owners thereof, each of the parties hereto (to the extent such party owns or otherwise controls the affected

land) agrees to grant such easements perpetually and in a non-exclusive manner to the other owner or owners as reasonably necessary and appropriate, such easements to be evidenced by plats or other recordable instruments. If evidenced by plats, the parties hereto shall promptly join in to the appropriate plat for the limited purpose of effectuating the then needed easements that are within the scope and purview of this Agreement. Notwithstanding the foregoing, it is the express intention of all parties hereto that the location of any easements within the scope and purview hereof will be hereinafter determined in an expeditious fashion and in a commercially reasonable manner, such that the adverse effect on any land through which the easements must pass will be minimized to the extent commercially practicable. The costs of documenting the easements within the scope and purview of this Agreement and for obtaining the legal descriptions therefor shall be borne by the party requesting such easement unless otherwise determined in writing by the affected parties. Attached hereto as Exhibit G and incorporated herein by reference is a general narrative of certain additional easements that Pape-Dawson has heretofore identified as being likely to be needed by the respective owners of the land within the scope and purview hereof in connection with the development of the Property, the Retained Tracts and/or the School Tract, although such narrative is not intended to be an exhaustive list. The party to whom an easement within the scope and purview of this Agreement is granted shall have the obligation to improve such easement at such party's sole expense, unless the affected parties otherwise agree in writing with respect to the sharing of such costs.

(c) Disagreements/Disputes. In the event there are disagreements or disputes hereunder by the parties from time to time with respect to the need for and/or the location of any easements within the scope and purview hereof to be hereinafter identified that cannot be mutually resolved within a reasonable time, the parties agree that Pape-Dawson shall resolve such disagreements and/or disputes and make the then needed determinations, with such firm being obligated to be sensitive to CONTINENTAL's then existing land plan in the case of the Property, to the future marketability and/or usability of the Commercial Tract in the case of the Commercial Tract, and to the probable location of the school buildings, parking lots, drives, and other improvements in the case of the School Tract.

(d) Subsequent Relocation of Easements. Once locations of easements have been established in the manner contemplated hereby and resulting easements have been granted, any granting party, at its expense, may thereafter relocate any previously granted easement, together with any improvements constructed through, thereunder or thereover by or on behalf of the entity to whom the previous easement was granted (if applicable) as necessary for the development of such granting party's affected land, so long as the use and enjoyment of the easement by the party to whose benefit such

VOL 8747 PG 1386

easement was granted (or that party's assignees) is not diminished or interrupted and so long as the relocated easement is evidenced by a recorded plat or other instrument reasonably satisfactory to the party.

3. Drainage Coordination and Cooperation. The present and future owners of the Property, the Retained Tracts and the School Tract shall be obligated to reasonably coordinate and cooperate with one another with respect to drainage issues pertaining to the development of any of the land that is within the scope and purview of this Agreement, and in connection therewith shall be obligated to grant any drainage easements reasonably identified by Pape-Dawson (including, but not limited to, any that may be identified on Exhibit C), so long as proper consideration is given, to the extent commercially practicable, to direct the resulting drainage to then existing or projected "lows" or drainage easements (whether platted or otherwise) in a manner that minimizes any material adverse effect on the marketability and usability of the affected land.

4. No Encumbrances on Platted Property.

(a) It is not the purpose of this Agreement to create any so called "blanket" easement rights upon any of the land that is within the scope and purview hereof (save and except for the Park Tract) but instead to create a mechanism to reasonably identify and locate specific easements required by the parties hereto to develop the land within the scope and purview hereof in a commercially reasonable manner as well as a mechanism for the granting of specific easements and the subsequent redefining and/or relocation thereof.

(b) This Agreement is not intended to and will not encumber any improved platted single family residential lots hereinafter situated within the Property that are the subject matter of one or more duly recorded plats in the Bexar County Deed and Plat Records and that are being conveyed to a homebuyer so long as the affected platted unit adequately addresses any reasonably needed easements benefitting the Retained Tracts and/or the School Tract, as applicable, that have been identified by Pape-Dawson.

(c) This Agreement is also not intended to and will not encumber any hereinafter platted portions of the School Tract or the Commercial Tract upon which improvements will be constructed so long as the recorded plat for such affected land adequately addresses any reasonably needed easements benefitting the Property that have been identified by Pape-Dawson.

(d) In the event any party hereto hereinafter has a reasonable need from time to time to obtain a full or partial release of any further obligations under this Agreement that detrimentally affect in a material manner

VOL 8747 PG 1387

any land then owned by such party that is within the scope and purview hereof, and assuming the applicable obligations have been fulfilled, the other parties (or either of them, as applicable) upon the request of such party in need of a release, will promptly execute a recordable release, the form of which must be reasonably approved by the affected parties. In this regard, CONTINENTAL reserves the right to execute all needed releases affecting the Property (notwithstanding any conveyances of all or any portion thereof); BULVERDE ROAD PROPERTIES reserves the right to execute all needed releases affecting the Retained Tracts (notwithstanding any conveyances of all or any portion thereof); and NEISD reserves the right to execute all needed releases affecting the School Tract (notwithstanding any conveyances of all or any portion thereof).

5. Indemnity and Insurance. Each of the parties hereto, to the extent permitted by law, hereby agrees to indemnify and hold harmless the other parties hereto from and against any claims, demands, causes of action, losses, damages and liabilities resulting from a party hereto entering onto another party's land to effectuate the construction or maintenance of any improvements to any easements granted to such party within the scope and purview hereof. Each such party shall cause any contractor performing work in an easement granted pursuant to the terms hereof to carry liability insurance in commercially reasonable amounts.

6. Remedies for Benefitted Owners. Should a party hereto fail to perform an obligation hereunder in accordance with the terms, provisions and conditions of this Agreement (the "Failing Party"), then either or both of the other parties (the "Affected Parties", whether one or more) may provide written notice of such failure to the Failing Party and the Failing Party shall thereupon have thirty (30) days to cure such failure. If such failure has not been cured after the expiration of such thirty (30) day period, then the Affected Parties, or any of them, may elect within one hundred-eighty (180) days after the expiration of the thirty (30) day cure period to either (i) institute suit for specific performance against the Failing Party to compel performance of the obligation, and the costs of compelling performance (including, without limitation, reasonable attorneys' fees and expenses) shall be reimbursable to the prevailing Affected Parties in such litigation plus Interest (hereafter defined); and/or (ii) pursue the recovery of any and all damages suffered by the Affected Party or Parties as a result of the Failing Party's breach of its obligations hereunder (including reasonable attorneys' fees); and/or (iii) proceed to perform the obligation of the Failing Party and, to the extent that the cost of performance is the obligation of the Failing Party, the Affected Parties shall be entitled to reimbursement from the Failing Party for the costs of effecting performance. Should the Affected Parties elect the remedy set forth in the aforesaid Subsection (iii), the Affected Parties shall be deemed to have all access and easement rights including temporary construction easement rights

VOL 8747 PG 1388

necessary for such performance, which access and easement rights including temporary construction easements shall survive the expiration of this Agreement for as long as such easements are reasonably necessary for the Affected Parties to perform the remedy set forth herein. Should the Failing Party fail to pay any amount due hereunder when same is due, such amount due shall thereafter accrue interest at the rate of 18% per annum from the date due until same is paid ("Interest").

7. Miscellaneous.

(a) Notices. All notices, requests, demands, elections, offers, acceptances and other communications (collectively, "Communications") required or permitted to be delivered hereunder shall be in writing. Communications shall be delivered in one of the following ways: (i) by hand delivery, marked for same day delivery, to the address specified below; (ii) by deposit of the Communication, marked for next day delivery, with Airborne or Federal Express, or other overnight courier acceptable to the receiving party, to the address specified below; or (iii) by deposit of the Communication, sent certified mail, return receipt requested, in an official depository for the United States Mail, to the address specified below. Hand delivered Communications shall be deemed delivered when received at the specified address. Communications sent by overnight courier shall be deemed delivered the day following deposit with such overnight courier (when deposited in time for next day delivery) unless actual receipt is required by the terms of this Agreement. Communications sent by the United States certified mail, return receipt requested, shall be deemed delivered two (2) days following such deposit, unless actual receipt is required by the terms of this Agreement. Communications shall be sent to the party to whom given at the address or number set forth below, with a copy of such Communication given to such other listed parties' attorney at the address set forth below:

BULVERDE ROAD PROPERTIES:

Bulverde Road Properties, Ltd.  
601 Main  
P.O. Box 2066  
Bandera, Texas 78003  
Attn: Harold T. du Perier, III  
Telephone No.: (830) 796-3018  
Facsimile No.: (830) 796-4852

VOL 8747 PG 1389

With copy to:

The Powell Companies  
11 Lynn Batts Lane, Suite 100  
San Antonio, Texas 78218  
Attn: William E. Powell  
Telephone No.: (210) 828-6131  
Facsimile No.: (210) 828-6137

With copy to:

Mr. H. Ritman Jons  
829-B Main Street  
Kerrville, Texas 78028-5366  
Telephone No.: (830) 896-8333  
Facsimile No.: (830) 896-3535

CONTINENTAL:

Continental Homes of Texas, L.P.  
14206 North Brook  
San Antonio, Texas 78232  
Attn: Bryan Rome/Tim Pruski  
Telephone No.: (210) 496-2668  
Facsimile No.: (210) 495-2504

NEISD:

North East Independent School District  
8961 Tesoro Drive, Suite 602  
San Antonio, Texas 78217  
Attention: Superintendent  
Telephone No.: 210-804-7011  
Facsimile No.: 210-804-7098

With copy to:

Mr. Richard L. Kerr  
Kerr & Wilson, P.C.  
750 E. Mulberry, Suite 510  
San Antonio, Texas 78212  
Telephone No.: 210-738-8750  
Facsimile No.: 210-738-8788

Any of the above-listed addressees may change their address for notice purposes under this section by delivering to the other addressees a written notice of change of address, in a manner specified in this section for delivery of Communications. However, no such change of address shall be effective against another addressee until written notice of such change is actually received by such addressee.

VOL 8747 PG 1390

(b) Entire Agreement. This Agreement, together with the documents referenced herein, contain the entire understanding between the parties with respect to the subject matter of this Agreement, and there are no other agreements, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended or terminated only by written agreement signed by all parties hereto.

(c) Binding Effect. This Agreement and the terms, covenants and conditions herein contained shall inure to the benefit of and be binding upon the successors and assigns of any of the parties hereto. Wherever the terms "CONTINENTAL" or "BULVERDE ROAD PROPERTIES" or "NEISD" are used in this Agreement, such terms are understood to refer also to all successors and permitted assigns of CONTINENTAL, BULVERDE ROAD PROPERTIES and NEISD, respectively. Whenever this Agreement refers to the parties it is understood to refer also to the successors and assigns of the parties.

(d) Attorneys' Fees. If any party defaults in the performance of its obligations hereunder, the non-defaulting party shall be entitled to recover from the defaulting party its reasonable attorneys' fees, expenses and costs of court in enforcing the obligations of the defaulting party.

(e) No Partnership or Agency. This Agreement is not intended, and nothing herein shall be construed, to make the parties partners, co-tenants or joint venturers with each other, or to authorize any party to act as the agent of another, unless otherwise evidenced by an agency agreement.

(f) Exhibits. All of the exhibits attached to this Agreement are incorporated herein, and made a part of, this Agreement.

(g) Assignments. Any party hereto may assign its rights hereunder to a third party who owns a portion of the land within the scope and purview hereof. As a condition to any such permitted assignment, the assignment must be in writing and filed of record in Bexar County, Texas, and the permitted assignee must expressly assume in the recorded assignment all obligations of the parties hereto attributable to the land then owned by such assignee. Notwithstanding the foregoing, in no event shall any permitted assignment by CONTINENTAL serve to relieve CONTINENTAL of its obligations hereunder with respect to the Infrastructural Improvements.

(h) Illegal Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added

automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

(i) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

(j) Force Majeure. If CONTINENTAL shall be delayed in the construction of the Infrastructure Improvements as a result of strikes, lock-outs, shortages of labor, fuel or materials, acts of God, legal requirements (including, but not limited to, building or platting moratoria or similar requirements of the City), fire or other casualty, or other cause reasonably beyond the control of CONTINENTAL, the period for the completion of construction of the Infrastructure Improvements (or affected portion thereof) shall be extended by the number of days equivalent to the number of days of such delay, provided that in no event shall the period for the completion of construction be extended hereunder for more than six (6) months unless a City moratorium prohibits such completion, whereupon the delay shall be equal to the length of the moratorium. CONTINENTAL shall promptly provide written notice to BULVERDE ROAD PROPERTIES and NEISD of the occurrence of any force majeure event, and the estimated length of the delay in the completion of the Infrastructure Improvements caused thereby.

(k) Time of Essence. Time shall be of the essence for the taking of any and all of the actions permitted or required by the terms hereof.

(l) Counterparts. This agreement may be executed in multiple counterparts, the legal effect of which will be the same as if all parties hereto had signed a single instrument.

EXECUTED TO BE EFFECTIVE as of the date first above written.

**[SEPARATE SIGNATURE PAGES FOLLOW]**

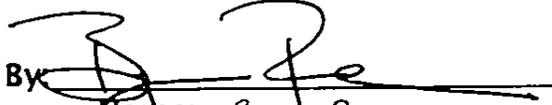
VOL 8747 PG 1392

SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR  
CONTINENTAL

CONTINENTAL:

CONTINENTAL HOMES OF TEXAS, L.P., a  
Texas limited partnership

By: CHTEX of Texas, Inc.  
Its General Partner

By:   
Name: Bryan Rome  
Title: Vice - President

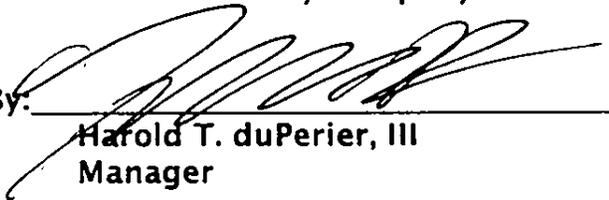
VOL 8747 PG 1393

**SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR  
BULVERDE ROAD PROPERTIES**

**BULVERDE ROAD PROPERTIES:**

**BULVERDE ROAD PROPERTIES, LTD., a  
Texas limited partnership**

**By: EJTD, L.L.C., a Texas  
limited liability company**

**By:**   
\_\_\_\_\_  
**Harold T. duPerier, III  
Manager**

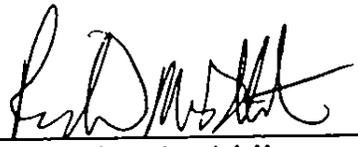
**By:**   
\_\_\_\_\_  
**E.J. Cop, Manager**

VOL 8747 PG 1394

**SIGNATURE PAGE TO DEVELOPMENT AGREEMENT FOR  
NEISD**

**NEISD:**

**North East Independent School District**

By:  \_\_\_\_\_

**Richard Middleton  
Superintendent**

VOL 8747 PG 1395

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

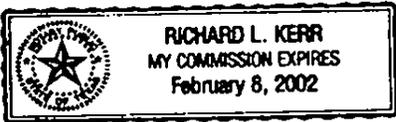
This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2001, by Bryan Rome, Vice-President of CHTEX OF TEXAS, INC., a Delaware corporation as general partner of CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

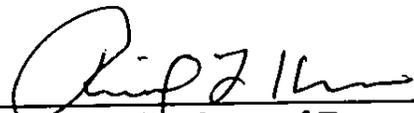


  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2001, by Richard Middleton, Superintendent of North East Independent School District, on behalf of said District.

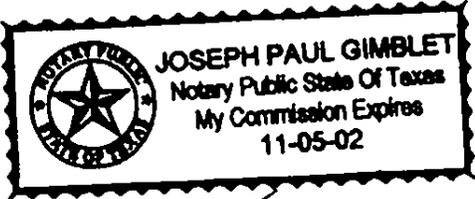


  
\_\_\_\_\_  
Notary Public, State of Texas

VOL 8747 PG 1396

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

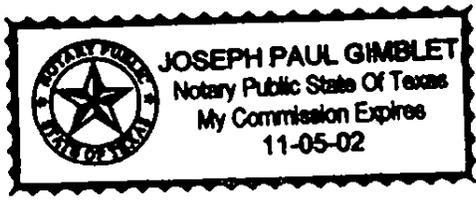
This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2001, by Harold T. duPerier, III, Manager of EJTD, L.L.C., a Texas limited liability company, General Partner of Bulverde Road Properties, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Joseph Paul Gimblet  
Notary Public, State of Texas

STATE OF Texas §  
  §  
COUNTY OF Bexar §

This instrument was acknowledged before me on the 15<sup>th</sup> day of February, 2001, by E.J. Cop, Manager of EJTD, L.L.C., a Texas limited liability company, General Partner of Bulverde Road Properties, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Joseph Paul Gimblet  
Notary Public, State of \_\_\_\_\_

AFTER RECORDING, RETURN TO:  
Richard L. Kerr  
Kerr & Wilson, P.C.  
750 E. Mulberry, Suite 510  
San Antonio, Texas 78212

\\MEL\DATA\data\rlk\neisd\du Perier\development.agt4.doc

VOL 8747 PG 1397

**EXHIBIT A**  
**Description of**  
**Continental's Property**



FIELD NOTES  
FOR  
TRACT I

A 193.2 acre, or 8,415,000 square feet tract of land being out of a 515.507 acre tract described in instrument recorded in Volume 6622, Pages 478, of the Official Public Records of Real Property of Bexar County, Texas, out of the W. A. Arthur Survey No. 85, Abstract 836, County Block 5016 and the L. Jones Survey No. 88, Abstract 375, County Block 4964, of Bexar County Texas, now in New City Block (NCB) 17726 of the City of San Antonio, said 193.2 acre tract being more fully described as follows:

**BEGINNING:** At a found 1/2" iron rod at the northeast corner of Lot 41, Block 35, New City Block (NCB) 17726 of Longs Creek Subdivision, Unit-13, as recorded in Volume 9539, Pages 213-215 in the Deed and Plat Records of Bexar County, Texas;

**THENCE:** S 60°16'15" W, along the north line of said Longs Creek Subdivision, Unit-13, a distance of 326.06 feet to a found 1/2" iron rod, at an angle point;

**THENCE:** S 60°26'53" W, along the northern line of a 28-foot Ingress and Egress Easement as described in instrument recorded in Volume 6131, pages 119-123 of the Deed and Plat Records of Bexar County, Texas, a distance of 909.44 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

**THENCE:** S 60°09'49" W, continuing along said northern line, a distance of 673.35 feet to a found 1/2" iron rod in the eastern right-of-way of O'Connor Road (an 86-foot right-of-way);

**THENCE:** Departing said north line and along and with the said eastern right-of-way of O'Conner Road, the following calls and distances:

N 67°33'53" W, a distance of 94.83 feet to a found iron rod at a point of curvature.

Northwest, with a curve to the right, said curve having a radius of 657.00 feet, a central angle of 37°38'01", a chord bearing and distance of N 48°44'52" W, 423.82 feet, and an arc length of 431.54 feet to a found 4" steel post, at a point of tangency;

**PAPE-DAWSON ENGINEERS, INC.**

555 East Parnsey | San Antonio, Texas 78216 | Phone 210 375 9000 | Fax 210 375 9010 | info@pape-dawson.com

N 29°55'52" W, a distance of 823.16 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the western corner of the herein described tract of land:

THENCE: N 60°09'49" E, departing said eastern right-of-way line of O'Connor Road, a distance of 851.45 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at an angle point:

THENCE: N 03°29'27" E, a distance of 874.02 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the northernmost corner of the herein described tract of land:

THENCE: S 89°43'20" E, a distance of 3975.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at an angle point:

THENCE: S 29°45'36" E, a distance of 1083.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the eastern corner of the herein described tract of land:

THENCE: S 60°23'37" W, a distance of 1226.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature:

THENCE: Southwest, with a curve to the left, said curve having a radius of 2443.00 feet, a central angle of 23°39'58", a chord bearing and distance of S 48°33'37" W, 1001.93 feet, and an arc length of 1009.09 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;

THENCE: Southwest, with a curve to the right, said curve having a radius of 2112.00 feet, a central angle of 13°24'47", a chord bearing and distance of S 43°26'02" W, 493.30 feet, and an arc length of 494.43 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the eastern corner of Lot 64, Block 35, NCB 17726 of said Longs Creek Subdivision, Unit-13, said point being the southernmost corner of the herein described tract of land:

THENCE: With the east line of said Longs Creek Subdivision, Unit-13 the following calls and distances:

N 29°04'19" W, a distance of 183.46 feet to a found ½" iron rod at an angle point;

VOL 8747 PG 1399

N 29°03'31" W. a distance of 526.96 feet to a found ½" iron rod at an angle point;

N 29°09'15" W. a distance of 671.86 feet to the POINT OF BEGINNING and containing 193.2 acres of land, said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Prepared by: Pape-Dawson Engineers, Inc.  
Job No.: 5136-05  
Date: February 13, 2001  
Doc. Id.: 5136-05-Word-FN01011\*-tract1



VOL 8747 PG 1400



FIELD NOTES  
FOR  
TRACT II

A 17.44 acre, or 760,000 square feet tract of land being out of a 515.507 acre tract described in instrument recorded in Volume 6622 Pages 479 of the Official Public Records of Real Property of Bexar County, Texas, out of the W. A. Arthur Survey No. 85, Abstract 836 County Block 5016 of Bexar County Texas, now in New City Block (NCB) 17726 of the City of San Antonio, said 17.44 acre tract being more fully described as follows:

- BEGINNING:** At a set ½" iron rod with yellow cap marked "Pape-Dawson" in the southern right-of-way line of Knollcreek (an 86-foot right-of-way), and the northernmost corner of a 45-foot drainage right-of-way, both recorded with the plat of Longs Creek Subdivision, Unit-13 in Volume 9539, Pages 213-215 of the Deed and Plat Records of Bexar County, Texas, said point being the westernmost corner of the herein described tract of land;
- THENCE:** N 50°22'02" E, a distance of 7.68 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;
- THENCE:** Northeasterly, with a curve to the left, said curve having a radius of 2198.00 feet, a central angle of 13°38'24", a chord bearing and distance of N 43°32'50" E, 522.02 feet, and an arc length of 523.26 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;
- THENCE:** Northeasterly, with a curve to the right, said curve having a radius of 2357.00 feet, a central angle of 15°16'40", a chord bearing and distance of N 44°21'58 E, 626.62 feet, and an arc length of 628.48 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency, said point being the northernmost corner of the herein described tract of land;
- THENCE:** S 29°36'23"E, a distance of 909.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson". at the easternmost corner of the herein described tract of land;
- THENCE:** S 73°14'48"W, a distance of 409.57 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

VOL 8747 PG 1401

**PAPE-DAWSON ENGINEERS, INC.**

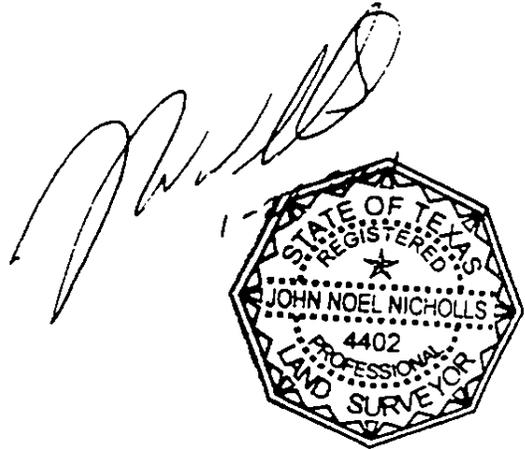
1111 East Commerce | San Antonio, Texas 78205 | Phone: 361-075-8000 | Fax: 361-075-8000 | [www.pape-dawson.com](http://www.pape-dawson.com)

THENCE: S 67°15'29"W, a distance of 131.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

THENCE: S 54°11'57" W, a distance of 587.94 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", in the eastern property line of a variable width drainage right-of-way as recorded with said Longs Creek Subdivision, Unit-13, said point also being the southernmost corner of the herein described tract of land;

THENCE: N 29°04'19" W, along the eastern line of said Longs Creek Subdivision, Unit-13, a distance of 540.26 feet to the POINT OF BEGINNING and containing 17.44 acres of land, said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Prepared by: Pape-Dawson Engineers, Inc.  
Job No.: 5136-05  
Date: January 25, 2001  
Doc. Id.: 513605\Word\FN\0101117-tract2



VOL 8747 PG 1402

**EXHIBIT B**  
**Description of**  
**NEISD's School Tract**



FIELD NOTES  
FOR  
TRACT IV

A 60.34 acre, or 2,628,500 square feet tract of land being out of a 515.507 acre tract described in instrument recorded in Volume 6622. Pages 479 of the Official Public Records of Real Property of Bexar County, Texas, out of the W. A Arthur Survey No. 85, Abstract 836 County Block 5016 of Bexar County Texas. now in New City Block (NCB) 17726 of the City of San Antonio, said 60.34 acre tract being more fully described as follows:

COMMENCING: At a set ½" iron rod with yellow cap marked "Pape-Dawson", in the southern right-of-way of Knollcreek (an-86-foot right-of-way) and the northernmost corner of a 45-foot drainage right-of-way, both recorded with the plat of Longs Creek Subdivision, Unit-13 in Volume 9539, Pages 213-215 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 50°22'02" E, a distance of 7.68 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson". at a point of curvature;

THENCE: Northeasterly, with a curve to the left, said curve having a radius of 2198.00 feet, a central angle of 13°38'24", a chord bearing and distance of N 43°32'50" E, 522.02 feet, and an arc length of 523.26 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;

THENCE: Northeasterly, with a curve to the right, said curve having a radius of 2357.00 feet, a central angle of 15°16'40", a chord bearing and distance of N 44°21'58 E, 626.62 feet, and an arc length of 628.48 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the POINT OF BEGINNING of the herein described tract of land;

THENCE: Northeast, continuing along said curve to the right, said curve having a radius of 2357.00 feet, a central angle of 8°23'19", a chord bearing and distance of N 56°11'57" E, 344.77 feet, and an arc length of 345.08 feet a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;

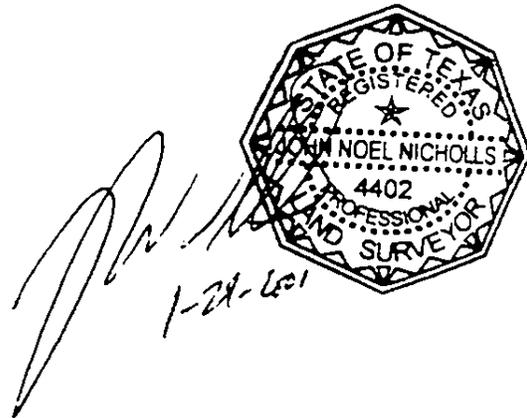
THENCE: N 60°23'37"E, a distance of 1652.14 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature, said point being the northern corner of the herein described tract of land;

**PAPE-DAWSON ENGINEERS, INC.**

555 East Ramsey | San Antonio, Texas 78216 | Phone 210 375 9000 | Fax 210 375 9010 | info@pape-dawson.com

- THENCE: Southeast, with a curve to the right, said curve having a radius of 25.00 feet, a central angle of  $89^{\circ}50'47''$ , a chord bearing and distance of  $S 74^{\circ}41'00'' E$ , 35.31 feet, and an arc length of 39.20 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", at a point of tangency, in the western right-of-way line of Judson Road (an 86-foot right-of-way);
- THENCE:  $S 29^{\circ}45'36'' E$ , along and with said western right-of-way of Judson Road, a distance of 337.83 feet to a found  $\frac{1}{2}$ " iron rod at an angle point;
- THENCE:  $S 29^{\circ}23'46'' E$ , continuing along and with said western right-of-way of Judson Road, a distance of 1088.99 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", at the eastern corner of the herein described tract of land;
- THENCE:  $S 59^{\circ}52'30'' W$ , departing said western right-of-way line of Judson Road, a distance of 668.53 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", at an angle point.
- THENCE:  $S 74^{\circ}04'08'' W$ , a distance of 438.94 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", to an angle point;
- THENCE:  $S 84^{\circ}50'23'' W$ , a distance of 1013.78 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson", at the southernmost corner of the herein described tract of land;
- THENCE:  $N 29^{\circ}36'23'' W$ , a distance of 909.27 feet to the POINT OF BEGINNING and containing 60.34 acres of land, said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Prepared by: Pape-Dawson Engineers, Inc.  
Job No.: 5136-04  
Date: January 25, 2001  
Doc. Id.: 513604\Word\FN\010117-tract4



Y018747 PG 1404

**EXHIBIT C**  
**Description of Bulverde Road Properties'**  
**Retained Tracts**  
**(Park Tract and Commercial Tract)**

Those two certain tracts retained by Bulverde Road Properties, Ltd. out of the 500.500 acre tract hereinafter described by field notes in this Exhibit C, the first such retained tract being 89.10 acres, more or less, (referred to in this Exhibit C and in the Development Agreement as the "Park Tract" and also being identified and depicted on Exhibit D to the Development Agreement); and the second such retained tract being 134.18 acres, more or less, (referred to in this Exhibit C and in the Development Agreement as the "Commercial Tract" and also being identified and depicted on Exhibit D to the Development Agreement), such Park Tract and Commercial Tract being in the aggregate all of that certain 500.500 acre tract hereinafter described by field notes SAVE AND EXCEPT the portion thereof that is comprised collectively of the properties described on Exhibits A, B, and E of the Development Agreement, such excluded property having been contemporaneously herewith conveyed by Bulverde Road Properties, Ltd. to Continental Homes of Texas, L.P. and/or North East Independent School District; the Park Tract being that portion of such retained 500.500 acre tract being situated to the south of the tract described on Exhibit E of the Development Agreement (i.e., to the south of the Roadway-Right-of-Way), to the south of the properties described on Exhibits A and B of the Development Agreement and to the north of the Union Pacific Railroad tracks depicted on Exhibit D to the Development Agreement; and the Commercial Tract being that portion of such retained 500.500 acre tract fronting O'Connor Road, Loop 1604 and Judson Road and being located to the north of the tract described on Exhibit E to the Development Agreement (i.e., to the north of the Roadway Right-of-Way). Such aforesaid 500.500 acre tract is more particularly described by field notes as follows:

Y018747 PG 1405

Field notes of a 500.500 acre tract of land situated in the City of San Antonio, Bexar County, Texas and being out of the L. Jones Survey No. 88, Abstract 375, County Block 4964, and the W.A. Arthur Survey No. 85, Abstract 836, County Block 5016, New City Block 17726, and being part of that 515.507 acre tract conveyed to the Steubing/Poerner Limited Partnership by deed recorded in Volume 6622, Page 479 of the Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds as follows

Beginning at a 1/2" iron pin set in the south line of Loop 1604 at its intersection with a cut off line at the east line of O'Connor Road, being the northwest corner of this tract, said point being N 85° 35' 17" E, 470.17 feet from a 1/2" iron pin set at the intersection of the south line of Loop 1604 with the southwest line of said 515.07 acre tract;

Thence with fence along the south line of Loop 1604, as follows:

N 85° 35' 17" E, 756.63 feet to an aluminum disk found at an angle point;  
N 79° 49' 50" E, 201.06 feet to a 80d nail found at an angle point;  
N 78° 31' 30" E, 201.55 feet to a 80d nail found at an angle point;  
N 81° 20' 11" E, 200.48 feet to a 80d nail found at an angle point;  
N 85° 45' 41" E, 198.20 feet to an aluminum disk found at an angle point;  
N 87° 40' 20" E, 564.13 feet to a 1/2" iron pin found at an angle point;  
S 86° 33' 19" E, 328.79 feet to an aluminum disk found at an angle point;  
N 85° 05' 57" E, 200.44 feet to an aluminum disk found at an angle point;  
S 88° 53' 08" E, 400.28 feet to an aluminum disk found at an angle point;  
N 89° 06' 36" E, 500.00 feet to an aluminum disk found at an angle point;  
S 82° 00' 10" E, 303.52 feet to an aluminum disk found at an angle point;  
N 89° 06' 00" E, 1612.01 feet to an aluminum disk found at the intersection of the south line of Loop 1604 with a cut off line at the southwest line of Judson Road, being the north line of this tract;

Thence S 60° 37' 32" E, 74.12 feet along said cut off line to a aluminum disk found in the southwest line of Judson Road;

Thence with fence along the southwest line of Judson Road, as follows:

S 29° 45' 36" E, 2109.89 feet to a 1/2" iron pin set an angle point;  
S 29° 23' 46" E, 1539.74 feet to a 1/2" iron pin set at the intersection of the southwest line of Judson Road with the northwest line of the Union Pacific Railroad, being the east corner of said 515.507 acre tract and this tract;

Thence S 56° 23' 47" W, 5226.26 feet with fence along the northwest line of the Union Pacific Railroad to a P.K. nail set in concrete at its intersection with the northeast line of O'Connor Road, being the south corner of this tract;

Thence N 29° 50' 10" W, 593.35 feet along the northeast line of O'Connor Road to a P.K. nail set in concrete at a west corner of this tract;

Thence with fence along a northwest line of said 515.507 acre tract, as follows:

N 59° 55' 36" E, 1579.18 feet to a 1/2" iron pin found in the southeast line of Longs Creek Subdivision, Unit 13, according to plat recorded in Volume 9539, Page 213, Plat Records;  
N 60° 08' 55" E, 335.10 feet to a 1/2" iron pin found at a east corner of Unit 13, being an interior corner of said 515.507 acre tract and this tract;

Thence N 29° 49' 13" W, 414.72 feet to a 1/2" iron pin found at an interior corner of Unit 13, being a west corner of this tract;

Thence N 60° 04' 42" E, 169.74 feet to a 1/2" iron pin found at a east corner of Unit 13, being an interior corner of this tract;

Thence along the northeast line of Unit 13, being a southwest line of said 515.507 acre tract, as follows:

N 29° 12' 21" W, 216.94 feet to a 1/2" iron pin found at an angle point;

N 29° 04' 19" W, 946.71 feet to a 1/2" iron pin found at an angle point;

N 29° 03' 31" W, 526.96 feet to a 1/2" iron pin found at an angle point;

N 29° 09' 15" W, 671.86 feet to a 1/2" iron pin found at the north corner of Unit 13, being an interior corner of said 515.507 acre tract and this tract;

Thence with fence along the northwest line of Unit 13, a 0.6348 of an acre and a 0.5420 of an acre tract, both described in deed recorded in Volume 4482, Page 1769, Real Property Records, being a southeast line of said 515.507 acre tract, as follows:

S 60° 16' 15" W, 326.06 feet to a 1/2" iron pin found at a west corner of Unit 13, being the north corner of said 0.6348 of an acre tract;

S 60° 26' 53" W, 909.44 feet to a 1/2" iron pin set at an angle point;

S 60° 09' 49" W, 673.35 feet to a 1/2" iron pin set in the northeast line of O'Connor Road at a south corner of this tract;

Thence along the northeast and east line of O'Connor Road, as follows:

N 67° 33' 53" W, 94.83 feet to a 1/2" iron pin set at the beginning of a curve;

Northwesterly along the arc of a curve to the right whose radius is 657.00 feet and having a central angle of 37° 38' 01", a distance of 431.54 feet (chord bears N 48° 44' 53" W, 423.82 feet) to a 4" steel post in concrete found at the end of said curve;

N 29° 55' 52" W, 1049.34 feet to a 1/2" iron pin found at an angle point;

N 29° 01' 48" W, 874.29 feet to a 4" steel post found in concrete at the beginning of a curve;

Northerly along the arc of said curve to the right whose radius is 957.00 feet and having a central angle of 24° 37' 55", a distance of 411.42 feet (chord bears N 16° 42' 51" W, 408.26 feet) to a P.K. nail set at the end of said curve;

N 04° 23' 53" W, 451.11 feet to a P.K. nail set at the intersection of the east line of O'Connor Road with a cut off line at the south line of Loop 1604;

N 40° 48' 37" E, 70.54 feet along said cut off line to the Place of Beginning and containing 500.500 acres of land according to a survey made on the ground.

VOL 87747 PG 1407



**EXHIBIT E**  
**Description of**  
**Roadway Right-of-Way**  
**(6.286 acres)**



FIELD NOTES  
FOR  
TRACT III

A 6.286 acre, or 273,850 square feet tract of land being out of a 515.507 acre tract described in instrument recorded in Volume 6622, Pages 479 of the Official Public Records of Real Property of Bexar County, Texas, out of the W. A Arthur Survey No. 85, Abstract 836 County Block 5016 of Bexar County Texas, now in New City Block (NCB) 17726 of the City of San Antonio, said 6.286 acre tract being more fully described as follows:

- BEGINNING:** At a set ½" iron rod with yellow cap marked "Pape-Dawson" at the eastern corner of Lot 64, Block 35, NCB 17726 of Longs Creek Subdivision, Unit-13, as recorded in Volume 9539, Pages 213-215 of the Deed and Plat Records of Bexar County, Texas, said point being in the northern right-of-way line of Knollcreek (an 86-foot right-of-way), said point being the westernmost corner of the herein described tract of land;
- THENCE:** Northeasterly, with a curve to the left, said curve having a radial bearing of N 39°51'34" W, a radius of 2112.00 feet, a central angle of 13°24'47", a chord bearing and distance of N 43°26'02" E, 493.30 feet, and an arc length of 494.43 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;
- THENCE:** Northeasterly, with a curve to the right, said curve having a radius of 2443.00 feet, a central angle of 23°39'58", a chord bearing and distance of N 48°33'37" E, 1001.93 feet, and an arc length of 1009.09 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;
- THENCE:** N 60°23'37"E, a distance of 1651.77 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;
- THENCE:** Northeasterly and northerly, with a curve to the left, said curve having a radius of 25.00 feet, a central angle of 90°09'13", a chord bearing and distance of N 15°19'00" E, 35.40 feet, and an arc length of 39.34 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point in the western right-of-way line of Judson Road (an 86-foot right-of-way), said point being the northernmost corner of the herein described tract of land;
- THENCE:** S 29°45'36"E, along and with said western right-of-way line of Judson Road, a distance of 136.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", to a point of non-tangent curvature, said point being the easternmost corner of the herein described tract of land;

VOL 8747 PG 1409

**PAPE-DAWSON ENGINEERS, INC.**

555 East Ramsey | San Antonio, Texas 78216 | Phone 210 375 9000 | Fax 210 375 9010 | info@pape-dawson.com

THENCE: Northwesterly and westerly, departing said western right-of-way line of Judson Road, with a curve to the left, said curve having a radial bearing of S 60°14'24" W, a radius of 25.00 feet, a central angle of 89°50'47", a chord bearing and distance of N 74°41'00" W, 35.31 feet, and an arc length of 39.20 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;

THENCE: S 60°23'37" W, a distance of 1652.14 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;

THENCE: Southwesterly, with a curve to the left, said curve having a radius of 2357.00 feet, a central angle of 23°39'58", a chord bearing and distance of S 48°33'37" W, 966.66 feet, and an arc length of 973.56 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of reverse curvature;

THENCE: Southwesterly, with a curve to the right, said curve having a radius of 2198.00 feet, a central angle of 13°38'24", a chord bearing and distance of S 43°32'50" W, 522.02 feet, and an arc length of 523.26 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;

THENCE: S 50°22'02" W, a distance of 7.68 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", in the southern right-of-way line of said Knollcreek, said point being the southernmost corner of the herein described tract of land ;

THENCE: N 29°04'19" W, departing said southern right-of-way line, a distance of 87.50 feet to the POINT OF BEGINNING and containing 6.286 acres of land, said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Prepared by: Pape-Dawson Engineers, Inc.  
Job No.: 5136-05  
Date: January 17, 2001  
Doc. Id.: 513605\Word\FM010117-tract3



VOL 8747 PG 1410

**EXHIBIT F**

**Continental's Obligations with Respect to  
Utility Extensions Serving School\***

**Sanitary Sewer**

- From sewer line Park Tract northerly to School Tract
- In Knollcreek Right-of-Way at northwesternmost point of School Tract

**Water**

- Within Knollcreek Extension

**Three Phase Electric**

- Via Judson Road and/or Park Tract

**Gas, Telephone, Cable T.V.**

- Continental has no obligation with respect to these utilities  
except to assist NEISD in its discussions and negotiations with  
applicable purveyors.

- \* Specifics will be determined by the parties with assistance of Pape-Dawson.

VOL 8747 PG 1411

**EXHIBIT G**  
**Utility and/or Drainage Easements Preliminarily Identified  
by Pape-Dawson\***

**Sewer**

- Continental will need easement through Commercial Tract from Bulverde Road Properties from existing sewer main at 1604 and O'Connor Road
- Bulverde Road Properties may need easements through the Property from Continental to service the Commercial Tract located on Loop 1604 and Judson Road

**Water**

- Easements may be needed within Property and/or Commercial Tract to satisfy looping requirements of SAWS

**Three Phase Electric** (together with gas, telephone and cable T.V.)

- A 28' wide easement may be needed along entire common boundary of Property and Commercial Tract, 16' wide within the Commercial Tract and 12' wide within Property (with poles set two feet within Commercial Tract)

**Drainage**

- Bulverde Road Properties will need easement(s) through the Property from Continental to allow for drainage from the Commercial Tract located on Judson Road
- Continental may need easement(s) through Commercial Tract from Bulverde Road Properties to allow for drainage from certain portions of the Property

\* Specifics will be determined by parties hereto with assistance of Pape-Dawson.

VOL 8747 PG 1412

**RECORDER'S MEMORANDUM**

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

VOL 8747 PG 1413

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal Law STATE OF TEXAS, COUNTY OF BEXAR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

FEB 20 2001



*Gerry Rickhoff*

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:  
BEXAR COUNTY, TX  
GERRY RICKHOFF, COUNTY CLERK

On Feb 16 2001  
At 4:24pm

Receipt #: 411400  
Recording: 61.00  
Doc/Mgmt: 6.00  
Doc/Num: 2001- 0025822  
Deputy -Martha Salame



## NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: June 23, 2022

Presenter: Sean Maika  
Cindie Hernandez,  
North East Educational  
Foundation Chair

Subject: NEEF MOU with District

Related Page(s): NEISD-NEEF MOU

### CONSENT ITEM

#### **BACKGROUND INFORMATION**

At the April 10, 2017 NEISD Board of Trustees meeting, Dr. Brian Gottardy and the North East Educational Foundation presented a resolution to approve full-time NEISD positions to work with the North East Educational Foundation (NEEF) for the benefit of teachers and students. After careful study of similar Foundations across the state, the Board of Trustees approved up to 3 additional full-time positions to work with NEEF. The NEISD Director of Partnerships became the Executive Director of Partnerships and NEEF, a Community Relations Specialist was hired for 50% NEEF workload and a Development Coordinator was hired for 75% NEEF workload. Through tighter coupling with the district, designated funds to the North East Educational Foundation for NEISD campuses and projects are now accepted and the goal of NEEF to bring more funds to campuses, districtwide is being realized.

#### **MOU Background:**

This is a continuing MOU with an updated term date to keep the MOU in compliance. This was last approved at a 2021 NEISD Board of Trustee meeting, and the term is up for renewal on June 30, 2022. Rick Lopez, NEISD Attorney reviewed and edited the document. The NEEF Governance & Nominating Committee accepted his edits and the NEEF full board agreed to bring this document to the NEISD Board of Trustees. The District process of approval for MOUs has been completed.

#### **RECOMMENDATION**

Approve and sign the attached NEISD-NEEF MOU to continue the partnership.

#### **BOARD ACTION REQUIRED**

Approval/Disapproval

## **MEMORANDUM OF UNDERSTANDING**

### **NORTH EAST INDEPENDENT SCHOOL DISTRICT & NORTH EAST EDUCATIONAL FOUNDATION**

This Memorandum of Understanding ("Agreement") is made and entered into by and between the NORTH EAST INDEPENDENT SCHOOL DISTRICT ("North East ISD" or "the District"), a political subdivision organized under the laws of the State of Texas, and the NORTH EAST EDUCATIONAL FOUNDATION ("NEEF" or "Foundation" ), a 501(c)(3) non-profit organization. This Agreement shall be effective upon the signature of all parties ("Effective Date").

WHEREAS, North East ISD is a public school district located in Bexar County, Texas; and

WHEREAS, the Foundation was established as a charitable organization to provide charitable financial support for the benefit of North East ISD teachers, students and community; and

WHEREAS, North East ISD desires to facilitate the Foundation's efforts to raise funds for the furtherance of the educational mission of North East ISD teachers, students and community;

NOW, THEREFORE, North East ISD and the Foundation do hereby agree as follows:

#### **I. RELATIONSHIP**

The parties acknowledge and accept that the Foundation and the District shall be maintained as separate and independent entities. Nothing in this Agreement shall be construed as forming or constituting a joint venture, partnership or any other business or corporate relationship between North East ISD and the Foundation. Neither party has the authority to bind the other party to any contract nor obligation except as expressly provided herein upon prior written authority through a majority vote of the North East ISD's Board of Trustees and the Foundation's Board of Directors during lawful meetings held in accordance of any applicable state and/or federal law or in accordance with applicable by-laws.

#### **II. FOUNDATION RESPONSIBILITIES**

- A. During the term of this Agreement, the Foundation agrees to raise funds for the benefit of North East ISD teachers, which are ultimately geared toward allowing them to improve the instruction and educational services they provide to students, as well as promote North East ISD programs consistent with the District's educational mission. The Foundation further agrees to contribute funds raised by the Foundation for activities and programs benefiting North East ISD teachers, as determined by the Foundation's Board of Directors, so that they can provide students with better instructional and educational opportunities in the classroom.

**ADMINISTRATIVE SUPPORT:**

- B. To facilitate the Foundation's activities for the benefit of its teachers and students, North East ISD agrees to provide administrative support for Foundation activities at such levels as North East ISD shall determine (in consultation with the Foundation) to be appropriate. Such administrative support shall include providing office space for the Foundation, providing management and clerical assistance through the services of certain North East ISD employees as set forth in this Agreement. By signature of the authorized person(s) below, the North East ISD Board of Trustees expressly recognizes the educational purpose of the administrative support costs incurred in connection with this Agreement as necessary and beneficial to its teachers, students and community.

**REPORTING:**

- C. The Foundation shall provide North East ISD with an annual written report detailing Foundation's activities and programs for the benefit of North East ISD teachers, students, and community during the year and the value of such activities and programs. The report shall be due each fall semester, following the end of the Foundation's fiscal year. It is the intent of the Foundation that the value of its activities benefiting North East ISD will exceed the cost of North East ISD's administrative support of the Foundation.

**RIGHT TO TERMINATE:**

- D. North East ISD administrative support shall be a commitment from current revenue within North East ISD's then current annual budget. Renewal of this Agreement will be in accordance with Texas Local Government Code § 271.903, or similarly applicable law, concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement, North East ISD shall have the right to terminate this Agreement without default, penalty, or liability, effective as of the expiration of each District budget period if determined, in North East ISD's sole discretion, that there are insufficient funds to extend this Agreement. Either party may terminate this Agreement on the basis of material breach by the other party, following the provision of thirty (30) days written notice and opportunity to cure. In the event the Foundation shall ever cease to provide funding, fundraising or other assistance required of it to North East ISD in its role as a supporting organization for North East ISD under Section 501(c)(3) of the Internal Revenue Code, then the Foundation shall take immediate steps to wind-down, liquidate and dissolve the Foundation, and North East ISD shall have no further obligations to the Foundation, whether under this Agreement or otherwise.

**AUDITING:**

- E. The Foundation agrees to have an annual audit performed in accordance with its Bylaws and agrees to provide a copy of such audit to North East ISD.

**BOOKKEEPING:**

- F. The Foundation will maintain separate accounting books as an independent and legally separate entity from North East ISD.

**NONPROFIT STATUS:**

- G. The Foundation will maintain its status as an organization described in Section 501(c)(3) of the Internal Revenue Code as a supporting organization for North East ISD and shall notify North East ISD in writing immediately in the event of any change in the Foundation's tax status.

**III.  
INDEPENDENCE AND CONTROL**

- A. All North East ISD staff who provide administrative support for the Foundation under this Agreement remain employees of North East ISD under the direct supervision and control of the Superintendent (or the Superintendents' designee) at all times, and are subject to all laws, rules, regulations, policies, and procedures applicable to North East ISD employees. The Superintendent (or Superintendents' designee) and the North East ISD Foundation Board will each evaluate the Executive Director's job performance on an annual basis.
- B. The Foundation will consult with the District before accepting any gift for the benefit of the District that contains restrictive terms or conditions.
- C. The Foundation will have the right to refuse any contribution, donation, or gift that comes from a source which, in the determination of the Foundation Board of Directors, is not in concert with the Foundation's mission or standards.
- D. The Foundation will seek its own independent legal counsel in all matters requiring legal advice between the Foundation and the District when there is a potential conflict of interest between the two parties.

**IV.  
RENEWAL TERM**

Upon consideration by the parties to this Agreement, and as evidenced by their respective authorized representatives' signatures below, this Agreement is renewed effective July 1, 2022 through the end of the Foundation's fiscal year on June 30, 2023 ("Renewal Term"). Should the parties wish to renew the Agreement thereafter, they may do so through a signed written document expressing intent to do so, after which the Agreement will renew for another one year period, with any subsequent renewals using the same process ("Subsequent Renewal Term"). Any such renewal documents should be attached to this Agreement. Should either party choose not to renew this Agreement, it need simply provide written notice to the other party no later than sixty (60) days before the end of the then current renewal period.

North East ISD-NEEF MOU  
Last Updated: 03/15/2022

Page 3 of 5

**GOVERNING LAW:**

This Agreement shall be governed and construed in accordance with the laws of the State of Texas. Mandatory and exclusive venue for all disputes shall be in Bexar County, Texas.

**V.  
CONFIDENTIALITY**

To the extent permitted by law, the parties shall maintain the confidentiality of records and information shared pursuant to this Agreement which is designated as confidential by the other party. The Foundation acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, governs the privacy and confidentiality of educational records and personally identifiable information of students. The Foundation agrees to maintain the confidentiality of FERPA protected information and abide by FERPA, as applicable, including but not limited to not disclosing FERPA protected information to any third party without the written authorization of North East ISD and the individuals to whom the rights under FERPA rest (*e.g.*, parents and/or students over 18).

Any written or electronic records of the Foundation, such as donor lists, that are not required to be shared with the North East ISD under this Agreement or by applicable law shall remain the exclusive property of the Foundation, which as a 501(c)(3) organization is not a public or governmental entity subject to the Texas Public Information Act. As such, the North East ISD does not have ownership or control over such records.

The Foundation acknowledges that North East ISD is subject to the Texas Public Information Act and waives any claim against and releases North East ISD, its officers, employees, or agents with respect to disclosure of information provided pursuant to this Agreement as required by the Texas Public Information Act.

[REMAINDER OF THIS PAGE LEFT BLANK]

IN TESTIMONY OF WHICH this Agreement in multiple originals, each of equal force, has been executed by authorized representatives of both parties pursuant to resolutions adopted by their respective Boards.

NORTH EAST ISD

Name: *Shannon Brone*

Title: Board of Trustee President

Date: *6-23-22*

NORTH EAST EDUCATIONAL FOUNDATION

Name: *[Signature]*

Title: NEEF Chairman

Date: *6-29-22*