

AN ORDINANCE OF THE CITY OF LEON VALLEY, TX, CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF LEON VALLEY AND ARBOR URBAN DEVELOPERS LLC , FOR THE SALE OF REAL PROPERTY .552 ACRES OF LAND, LOT 7, DIRT V-MURCHISON HUEBNER SUBDIVISION, ALSO KNOWN AS THE SILO PROPERTY; PROVIDING A REPEALER CLAUSE; SEVERABILITY CLAUSE; SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City may administer economic development programs to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS the City owns a parcel of property, as described below, whereby the plan discussed herein is specifically found by the City Council of the City to promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS the City in support of said economic development program, Arbor Urban Developers LLC and the City entered into a real estate purchase contract (the "Contract") whereby the City would sell to Arbor Urban Developers LLC an approximately .55 -acre tract of land located in the City's corporate limits (the "City Tract") by special warranty deed with a fee simple determinable interest; and

WHEREAS the Arbor Urban Developers LLC Agrees to move the sewer line, and is described by the Master Site Plan metes and bounds and depicted on **EXHIBIT "A"** (the "Property"); and

WHEREAS, the City Council, after proper notice and public hearing determined that the request is consistent and compatible with the surrounding zoning and with the City's Future Land Use Plan, and

WHEREAS the property currently contains two farm silos that enhance the beauty, culture, and warmth of the City; and

WHEREAS the property currently contains two farm silos that enhance the beauty, culture, and warmth of the City; and

WHEREAS Arbor Urban Developers LLC Agrees to develop, maintain, and beautify the Property and farm silos thereon, which shall comply with the Master Site Plan as approved by City Council; and

WHEREAS Arbor Urban Developers LLC will build two duplexes and two single units on said property; and

WHEREAS Arbor Urban Developers LLC will protect the farm silos from deterioration, keep them maintained and decorated, install a wrought iron fence surrounding the silos and install a commemorative plaque; and

WHEREAS Arbor Urban Developers LLC agrees to construct a walking path, in compliance with all applicable City codes, to connect the Property to the City park known as Silo Park; and

WHEREAS the City agrees to sell the .55 acres to Arbor Urban Developers LLC for \$1,000 in exchange for developing the property according to the Master Site Plan; and

WHEREAS the City agrees to assist Arbor Urban Developers LLC through the platting process; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEON VALLEY, THAT:

SECTION 1. The Economic Agreement and Infrastructure Improvement Funding Agreement between the City of Leon Valley and Arbor Urban Developers LLC for the sale of real property .552 acres of land, Lot 7, Dirt V-Murchison Huebner Subdivision, also known as the Silo Property, Leon Valley, Texas, is hereby approved as depicted in the attached Exhibit "A".

SECTION 2. REPEALER CLAUSE. The provisions of the Ordinance shall be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein, provided, however, that all prior ordinances or parts of ordinances inconsistent or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent that such inconsistency is apparent by any other ordinance.

SECTION 3. SEVERABILITY CLAUSE. If any provision, section, sentence, clause, or phrase of this ordinance or application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, invalid, or unenforceable, the validity of the remaining portions of this ordinance or its application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Leon Valley City Council in adopting, and the Mayor in approving this Ordinance, that no portion thereof or provisions or regulation contained herein shall become inoperative or fall by reason of any unconstitutionality or invalidity of any portion, provision, or regulation.

SECTION 4. SAVINGS CLAUSE. The repeal of any ordinance or part of ordinances effectuated by the enactment of this ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the City under any section or provisions of any ordinances at the time of passage of this ordinance.

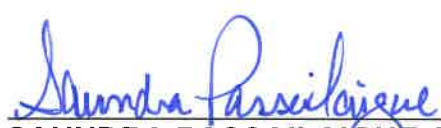
SECTION 5. EFFECTIVE DATE. This ordinance shall become effective on and after its passage, approval and publication as required by law.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leon Valley this the 2nd day of June, 2026.

APPROVED



CHRIS RILEY
MAYOR

Attest: 

SAUNDRA PASSAILAIGUE, TRMC
City Secretary



Approved as to Form: _____



ART RODRIGUEZ
City Attorney

ECONOMIC DEVELOPMENT AND INFRASTRUCTURE IMPROVEMENT FUNDING AGREEMENT

This Economic Development and Infrastructure Improvement Funding Agreement (this "Agreement") is executed between Arbor Urban Developers LLC, and the City of Leon Valley, Texas, a home rule municipality (the "City"), each a "Party" and collectively the "Parties," to be effective June 2, 2026 (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, the City may administer economic development programs to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City owns a parcel of property, as described below, whereby the plan discussed herein is specifically found by the City Council of the City to promote local economic development and stimulate business and commercial activity in the City; and

WHEREAS, in support of said economic development program, on June 2, 2026, Arbor Urban Developers LLC and the City entered into a real estate purchase contract (the "Contract") whereby the City would sell to Arbor Urban Developers LLC an approximately .55 -acre tract of land located in the City's corporate limits (the "City Tract") by special warranty deed with a fee simple determinable interest; and

WHEREAS Arbor Urban Developers LLC Agrees to move the sewer line, and is described by the Master Site Plan metes and bounds and depicted on **EXHIBIT "A"** (the "Property"); and

WHEREAS, the Property currently contains two farm silos that enhance the beauty, culture, and warmth of the City; and

WHEREAS Arbor Urban Developers LLC Agrees to develop, maintain, and beautify the Property and farm silos thereon, which shall comply with the Master Site Plan as approved by City Council; and

WHEREAS Arbor Urban Developers LLC will build two duplexes and two single units on said property; and

WHEREAS Arbor Urban Developers LLC will protect the farm silos from deterioration, keep them maintained and decorated, install a wrought iron fence surrounding the silos and install a commemorative plaque; and

WHEREAS Arbor Urban Developers LLC agrees to construct a walking path, in compliance with all applicable City codes, to connect the Property to the City park known as Silo Park; and

WHEREAS the City agrees to sell the .55 acres to Arbor Urban Developers LLC for \$1,000 in exchange for developing the property according to the Master Site Plan; and

WHEREAS the City agrees to assist Arbor Urban Developers LLC through the platting process; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed to by the Parties, the Parties agree as follows:

ARTICLE II **TERMS AND CONDITIONS**

2.1 Arbor Urban Developers LLC shall, at no cost to the City, solely bear the responsibility and costs for the planning and construction of said improvements.

2.2 Arbor Urban Developers LLC shall dedicate, at no cost to the City, easements/right-of-way for utilities and right-of-way for improvements within the boundaries of the Property at the time of final platting of each phase of the Property, which dedications shall be shown on an approved final plat for the Property.

2.3 **Concept Plan.** The Property is to be developed as depicted in Exhibit A.

2.4 **Platting.** Arbor Urban Developers LLC is required to plat the Property, in accordance with the City's subdivision regulations and ordinances.

2.5 Arbor Urban Developers LLC shall provide roads, drainage, and utilities, to serve the Property at its sole cost, including easements and other rights-of-way necessary for said improvements. Water and wastewater facilities shall be designed and constructed in accordance with applicable City ordinances, rules, and regulations, and the City shall have the right to review and approve plans and specifications for such facilities in accordance. Roads to serve the Property shall be designed and constructed in accordance with applicable City ordinances, rules, and regulations.

2.6 The City shall have the right to review and approve plans and specifications for water, sewer, drainage, and road facilities for the Property. Plans and specifications will be submitted to the City for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall have forty-five (45) days to review the plans and specifications and submit written comments to Arbor Urban Developers LLC. If the City does not submit written comments within this forty-five (45) day period, the plans and specifications shall be deemed approved. If Arbor Urban Developers LLC receives written comments from the City within this forty-five (45) day period, the plans and specifications shall be deemed approved as long as Arbor Urban Developers LLC complies with such written comments. City shall retain copies of inspection reports and provide to the Arbor Urban Developers LLC upon request.

2.7 Drainage facilities serving the Property shall be conveyed to the HOA, as defined below, for operation and maintenance. Detention facilities to serve the Property shall be owned by the HOA.

2.8 Road facilities serving the Property shall be conveyed to the City for operation and maintenance.

2.9 **Revitalization Plan.**

(a) The Property contains two historic farm silos which shall be rehabilitated and revitalized by Arbor Urban Developers LLC, at its sole cost and expense, in accordance with the Revitalization Plan contained in **Exhibit B**. The silo portion of the Property is legally described in **Exhibit C** ("Silo Land"). Fencing shall be placed around the collective silos on the Silo Land to prohibit public access to the silos. Said rehabilitation costs to be paid and expended by Arbor Urban Developers LLC shall be approximately \$62,0000. All costs for rehabilitation shall be provided by Arbor Urban Developers LLC to the City within 60 days of incurring such amount in order to ensure proper implementation of the Revitalization Plan. All Revitalization Plans and specifications will be submitted to the City for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. The City shall have forty-five (45) days to review the plans and specifications and submit written comments to Arbor Urban Developers LLC. If the City does not submit written comments within this forty-five (45) day period, the plans and specifications shall be deemed approved. If Arbor Urban Developers LLC receives written comments from the City within this forty-five (45) day period, the plans and specifications shall be deemed approved as long as Arbor Urban Developers LLC complies with such written comments.

(b) All improvements required in the Revitalization Plan shall be completed by Arbor Urban Developers LLC within 1 year of execution of a Fee Simple Determinable Special Warranty Deed being conveyed to the Arbor Urban Developers LLC. In the event the Revitalization Plan is not completed within the time frame specified herein, the Property shall immediately revert back to the City.

2.10 **Owners Associations ("HOA")**. (a) Prior to the sale or occupation of any residences within the Property, Arbor Urban Developers LLC shall establish one or more property owners associations with one or more architectural control committees, which committees shall govern the architectural elements of all physical structures in accordance with the property owners association design guidelines. The purpose of the property owners association(s) will be to ensure a consistent quality and appearance of improvements and to maintain landscaping and exterior features, including parks, trails, Silo Land, and open space on the Property. No City rules or regulations related to architectural design shall apply. However, the HOA shall be required to maintain the drainage facilities, silos, landscaping, fencing, and all other common areas in manner consistent with the Revitalization Plan. Upon creation of the HOA, the HOA shall agree to the terms contained herein. In the event the HOA fails or does not agree to the terms contained herein within six months after the creation of the HOA, the Property shall immediately revert back to the City.

(b) Upon creation of the HOA and the subject to the provisions of this Agreement, BRG shall convey to the HOA the Silo Land. The HOA shall at all times maintain, repair, and preserve the drainage facilities, silos, landscaping, fencing, and all other common areas in manner consistent with the Revitalization Plan and keep such areas in a clean, safe, and well-

maintained condition consistent with (i) the standards prevailing in comparable residential communities in the City, (ii) all applicable federal, state, and local laws, codes, and ordinances, and (iii) any maintenance standards described below.

(c) Without limiting the foregoing, the HOA's maintenance obligations shall include:

- i. Regular mowing, landscaping, irrigation, and upkeep of all common areas, including the Silo Land;
- ii. Maintenance, repair, and replacement of all HOA structures, fences, walls, lighting, signage, and amenity facilities, including the silos on the Silo Land;
- iii. Maintenance of all drainage infrastructure, retention ponds, detention facilities, and erosion controls located within the Property;
- iv. Prompt removal of debris, refuse, graffiti, and hazardous conditions within 72 hours of discovery or written notice;
- v. Maintenance of all Association-managed utilities, irrigation systems, and stormwater infrastructure; and
- vi. Compliance with all inspection schedules and maintenance plans required by any governmental authority.

(d) A "Maintenance Failure" shall be deemed to have occurred upon any of the following:

- i. The HOA's failure to perform any obligation set forth in this Agreement within thirty (30) days following written notice from City specifying the deficiency in reasonable detail, or within such shorter period as public health or safety may require;
- ii. HOA's insolvency, dissolution, or cessation of operations without a lawful successor entity assuming all maintenance obligations;
- iii. The abandonment of HOA Property, as evidenced by cessation of maintenance activities for a period exceeding ninety (90) consecutive days; or
- iv. Any final, non-appealable governmental order declaring HOA Property to constitute a public nuisance due to HOA's failure to maintain.

(e) Prior to exercising any right of reverter under Subsection 2.10(f), City shall:

- i. Deliver written notice to HOA at its registered address specifying the nature of the Maintenance Failure with reasonable particularity ("Default Notice");

- ii. Provide HOA a cure period of not less than sixty (60) days from the date of the Default Notice to remedy the Maintenance Failure, or, if the Maintenance Failure by its nature cannot reasonably be cured within sixty (60) days, such additional time as is reasonably necessary provided HOA commences cure within thirty (30) days of the Default Notice and diligently prosecutes cure to completion;
- iii. Following expiration of the cure period without cure, City may exercise its right of reverter as set forth in this Section 2.10.

(f) **Grant of Right.** The conveyance of the Silo Land to the Association is made subject to a condition subsequent and a reserved right of reverter in favor of the City, its heirs, successors, and assigns. If a Maintenance Failure occurs and is not timely cured in accordance with this Section 2.10, title to the Silo Land shall, at the election of the City, automatically revert to the City without further act or deed, subject only to the notice requirements below.

(g) **Exercise of Right.** To exercise the right of reverter, the City shall record in the real property records of Bexar County, Texas, a written Notice of Reversion specifying the Maintenance Failure and confirming that the cure period has expired without cure. The Notice of Reversion shall be effective upon recordation. HOA shall execute any further instruments of reconveyance reasonably requested by the City within thirty (30) days of written demand. If HOA fails to execute such instruments, the City may seek specific performance in a court of competent jurisdiction, and HOA waives any defense based solely on the lapse of time following recordation.

(h) **Effect of Reversion.** Upon reversion, the City shall succeed to all right, title, and interest in Silo Land free of any claim of HOA, subject to any encumbrances of record existing at the time of the original conveyance. The City shall thereafter assume, or designate a successor entity to assume, all maintenance obligations with respect to the reverted property for the benefit of the community.

(i) **Non-Exclusive Remedy.** The right of reverter is cumulative and shall not preclude the City from pursuing any other remedy available at law or in equity, including injunctive relief, specific performance, or damages.

(j) **Covenant Running with the Land.** The maintenance obligations and right of reverter set forth in this Section are intended to be covenants running with the land and shall be binding upon HOA and all successors and assigns.

2.11 **City Fees.** Arbor Urban Developers LLC shall pay all impact fees, capital recovery fees, permit fees associated with construction of public infrastructure, parkland dedication fees, subdivision review fees, inspection fees, or other similar fees in connection with the development of the Property.

2.12 Water and Sewer service to the Property will be provided to the Property in compliance with the City's current connection requirements. The City confirms that the City's existing water and wastewater utilities have sufficient capacity to serve the Property at full build-out. Each water and wastewater facilities constructed by or on behalf of Arbor Urban Developers LLC, to serve the Property, shall be conveyed upon completion to the City for

ownership, operation, and maintenance and become a part of the City's water and wastewater system in accordance with City ordinances and policies. Users of water and wastewater service within the Property will be customers of the City.

ARTICLE III **ADDITIONAL PROVISIONS**

3.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

3.2 Term of Agreement. The term of this Agreement shall be for twenty (20) years from the Effective Date of this Agreement (the "Term").

3.3 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days after written notice of the alleged failure has been given), unless a different time of notice is provided for herein. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due. If a Party who has received notice under this section cannot cure an alleged failure to perform within 30 days after receipt of written notice, such Party shall give written notice to the other Party within such 30 day period (a) stating that the Party cannot cure the alleged failure within 30 days after receipt of written notice, and explaining the reason; and (b) providing a date by which such Party can reasonably cure the alleged failure ("Cure Time Notice"). A Party who does not timely provide a Cure Time Notice shall be deemed to be able to cure the alleged failure to perform within 30 days after the initial written Notice of the alleged failure has been given.

3.4 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity.

3.5 Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights, except to the extent permitted by law and necessary to allow Arbor Urban Developers LLC to enforce its remedies under this Agreement.

3.6 Assignment. Arbor Urban Developers LLC has the right upon written notice to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Arbor Urban Developers LLC under this Agreement, to any person or entity (an "Assignee") that is or will become an owner or a developer of any portion of the Property, or that is an entity that is controlled by or under common control with Arbor Urban Developers LLC. Each assignment must be in writing and executed by Arbor Urban Developers LLC and the Assignee, and must obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment must be provided to all Parties within 15 days after execution. From and after such assignment, the City agrees to rely solely upon the Assignee for the performance of all obligations assigned to the Assignee and agrees that Arbor Urban Developers LLC shall be released from subsequently performing the assigned obligations and from any liability that may result from the Assignee's failure to perform the assigned obligations. An Assignee shall become a "Party" to this Agreement for purposes of the obligations, rights, title, and interests assigned.

3.7 Notices. Any notices, certifications, approvals, or other communications required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the notice is delivered in person to the person to whose attention the notice is addressed with a confirming copy sent by e-mail; (ii) 10 business days after the notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid with a confirming copy sent by e-mail; or (iii) when the notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address with a confirming copy sent by e-mail. For the purpose of giving any notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending notice of such change to the other Party as provided in this section.

To the City:

Attn: City Manager
City of Leon Valley
6400 El Verde Road
Leon Valley, Texas 78238
E-mail: c.caldera@leonvalleytexas.gov

With a copy to:

Attn: Art Rodriguez
Messer Fort, PLLC
4201 W. Parmer Ln • Ste. C-150
Austin, TX 78727
E-mail: art@txmunicipallaw.com

To Arbor Urban Developers
LLC:

Attn: Ramachander Bandaru
8610 Cantua Creek
Helotes, TX 78023
rcbandaru@gmail.com

3.8 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

3.9 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Arbor Urban Developers LLC represents and warrants that this Agreement has been approved by appropriate action of Arbor Urban Developers LLC, and that the individual executing this Agreement on behalf of Arbor Urban Developers LLC has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

3.10 Amendments; Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

3.11 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Bexar County. Venue for any action to enforce or construe this Agreement shall be in Bexar County.

3.12 Non-Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

3.13 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties.

3.14 Indemnification. **ARBOR URBAN DEVELOPERS LLC ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM ARBOR URBAN DEVELOPERS LLC'S CONSTRUCTION OF THE OVERSIZED PUBLIC INFRASTRUCTURE PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND ARBOR URBAN DEVELOPERS LLC ALSO AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS ARISING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. ARBOR URBAN DEVELOPERS LLC WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY PAYMENT FROM THE CITY. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE CITY.**

3.15 Statutory Verifications. Arbor Urban Developers LLC makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, Arbor Urban Developers LLC understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Arbor Urban Developers LLC within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

(a) No Boycott of Israel. Arbor Urban Developers LLC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(b) Iran, Sudan and Foreign Terrorist Organizations. Arbor Urban Developers LLC represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or

Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes Arbor Urban Developers LLC and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) No Discrimination Against Fossil Fuel Companies. Arbor Urban Developers LLC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(d) No Discrimination Against Firearm Entities and Firearm Trade Associations. Arbor Urban Developers LLC hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which insures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

3.16 Form 1295. Arbor Urban Developers LLC represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, Arbor Urban Developers LLC has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. Arbor Urban Developers LLC further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by Arbor Urban Developers LLC. The information contained in the Form 1295 completed by Arbor Urban Developers LLC has been provided solely by Arbor Urban Developers LLC and the City has not verified such information.

3.17 Public Information. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, Arbor Urban Developers LLC agrees that this Agreement may be terminated if Arbor Urban Developers LLC

knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and Arbor Urban Developers LLC fails to cure the violation on or before the 10th business day after the date the City provides notice to Arbor Urban Developers LLC of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, Arbor Urban Developers LLC is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of Arbor Urban Developers LLC on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.

3.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

3.19 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

3.20 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Master Site Plan and Legal Description of the Property
Exhibit B	Revitalization Plan
Exhibit C	Silo Property Legal Description

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by Arbor Urban Developers LLC and the City to be effective on the Effective Date.

CITY:

CITY OF LEON VALLEY

By:

By: Chris Riley
Chris Riley
Title: Mayor

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me, on the 16 day of June, 2026, by Chris Riley, Mayor of the City of Leon Valley, Texas on behalf of said City.



Angela Trejo
Notary Public, State of Texas

Arbor Urban Developers LLC:

RC Bandaru
a Texas limited liability company

By: Its Member,
RC BANDARU,

By: _____
Name: RC Bandaru
Title: Member

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2026,
by RC Bandaru , Owner of Arbor Urban Developers LLC on behalf of said limited liability
company.

Notary Public

HUEBNER MULTIFAMILY

CONCEPTUAL SITE PLAN



LEGEND

CENTERLINE OF ROAD
EXISTING CONTOUR LINE
EASING HT LINE
EXISTING WATER LINE
EXISTING BARRIER LINE
EXISTING OVERHEAD POWER LINE

ADPHAL PAVEMENT

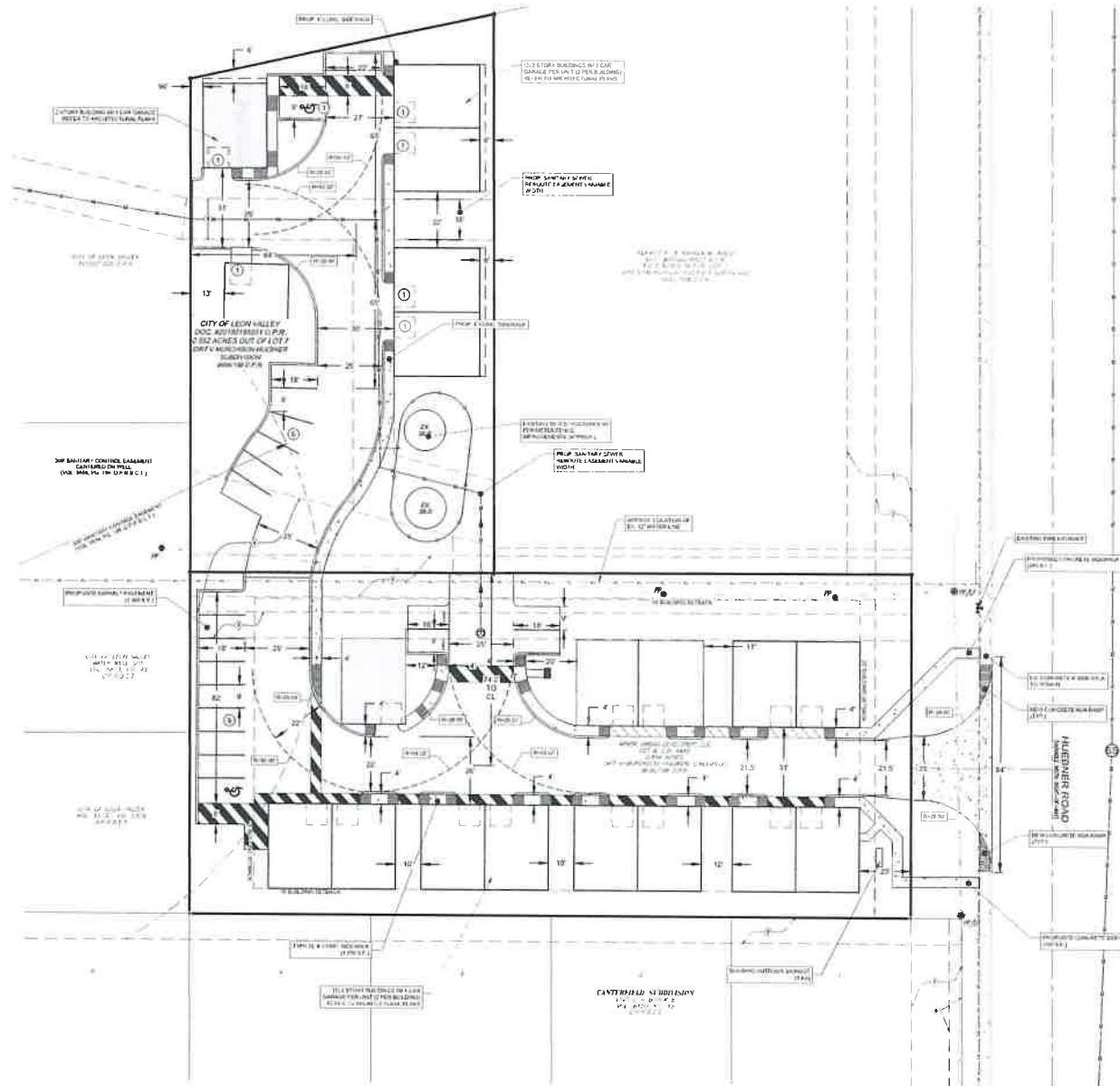
[illegible]

BULDABLE AREA (15,740 S.F.)

EASMENT AREA (0.2703) :

PARKING SPACES CALCULATIONS

FOR DEC 10 IN 41: PARKING REGULATIONS		
100% DENSITY AS BENTON: MIN. 111 AREA: 2 PARKING SPACE PER UNIT		
TOTAL # OF UNITS:		8 UNITS
TOTAL # OF PARKING SPACE REQUIRED (MINIMUM)	8 UNITS * 2.0 =	16 PARKING SPACES
TOTAL # OF PARKING SPACES PROVIDED		17 PARKING SPACES



SCALE: 1" = 20'

Exhibit B

Revitalization Plan

- **Painting of Silos:** Our current budget for mural work is approximately \$25,000 for both silos, and we are confident this will support a clean, meaningful design (such as Texas and U.S. flag concepts). If the City prefers a more detailed or complex design, we would be happy to collaborate and would appreciate the City's support for any costs exceeding this budget.
- **Roof Repairs:** We will address and repair the roof as needed as part of our agreement.
- **Ladder Restoration:** We will restore the ladder as needed to ensure it is safe and functional.
- **Patching Holes:** We will repair and patch any structural holes or damage as needed.
- **Iron Fence Installation:** We will install a 5–6 ft wrought iron fence around the site.
- **Plaque Installation:** This item was not previously included in our scope. We are happy to install a plaque; however, we would appreciate it if the City could provide the plaque to install.

METES AND BOUNDS

Being 0.552 acres of land, more or less, and being out of Lot 7, Dirt V-Murchison-Huebner Subdivision, City of Leon Valley, Bexar County, Texas, according to the plat recorded in Volume 9656, Page 198, Deed and Plat Records, Bexar County, Texas, said 0.552 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southeast corner of this 0.552 acres (monument of record dignity), same being the southeast corner of said Lot 7 and an angle corner of the City of Leon Valley 3.839 acres (Volume 16137, Page 1705), same also being the **POINT OF BEGINNING**;

THENCE along the line common to this 0.552 acres and said City of Leon Valley 3.839 acres, North 61 degrees 24 minutes 42 seconds West (called North 61 degrees 26 minutes 40 seconds West), a distance of 120.41 feet to a point for the West corner of this 0.552 acres;

THENCE departing the southwest line of and severing said Lot 7 the following courses and distances:

North 40 degrees 31 minutes 16 seconds East, a distance of 216.34 feet to a point for the North corner of this 0.552 acres:

South 49 degrees 28 minutes 43 seconds East, a distance of 117.92 feet to a point for the East corner of this 0.552 acres, same being on the southeast line of said Lot 7 and on the northwest line of said City of Leon Valley 3.839 acres;

THENCE along the lines common to this 0.552 acres and said City of Leon Valley 3.839 acres, South 40 degrees 33 minutes 17 seconds West (called South 40 degrees 31 minutes 19 seconds West), a distance of 191.44 feet to the **POINT OF BEGINNING** and containing 0.552 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown herein are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.



Mark J. Ewald
Registered Professional Land Surveyor
December 11, 2017



Arbor Urban Developers LLC:

RC Bandaru

a Texas limited liability company

By: Its Member,
RC BANDARU,

By: 

Name: RC Bandaru

Title: Member

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on this 10 day of June, 2026,
by RC Bandaru , Owner of Arbor Urban Developers LLC on behalf of said limited liability
company.


Notary Public



HUEBNER MULTIFAMILY

CONCEPTUAL SITE PLAN



LEGEND

CENTERLINE OF ROAD _____

EXISTING CONTOUR LINE --- 720 ---

EASEMENT LINE --- ---

EXISTING WATER LINE --- WL ---

EXISTING SEWER LINE --- ---

EXISTING OVERHEAD POWER LINE --- OHL ---

ASPHALT PAVEMENT

- [illegible]

ISSN 0013-788X (Print) 1744-6960 (Online)

[illegible]

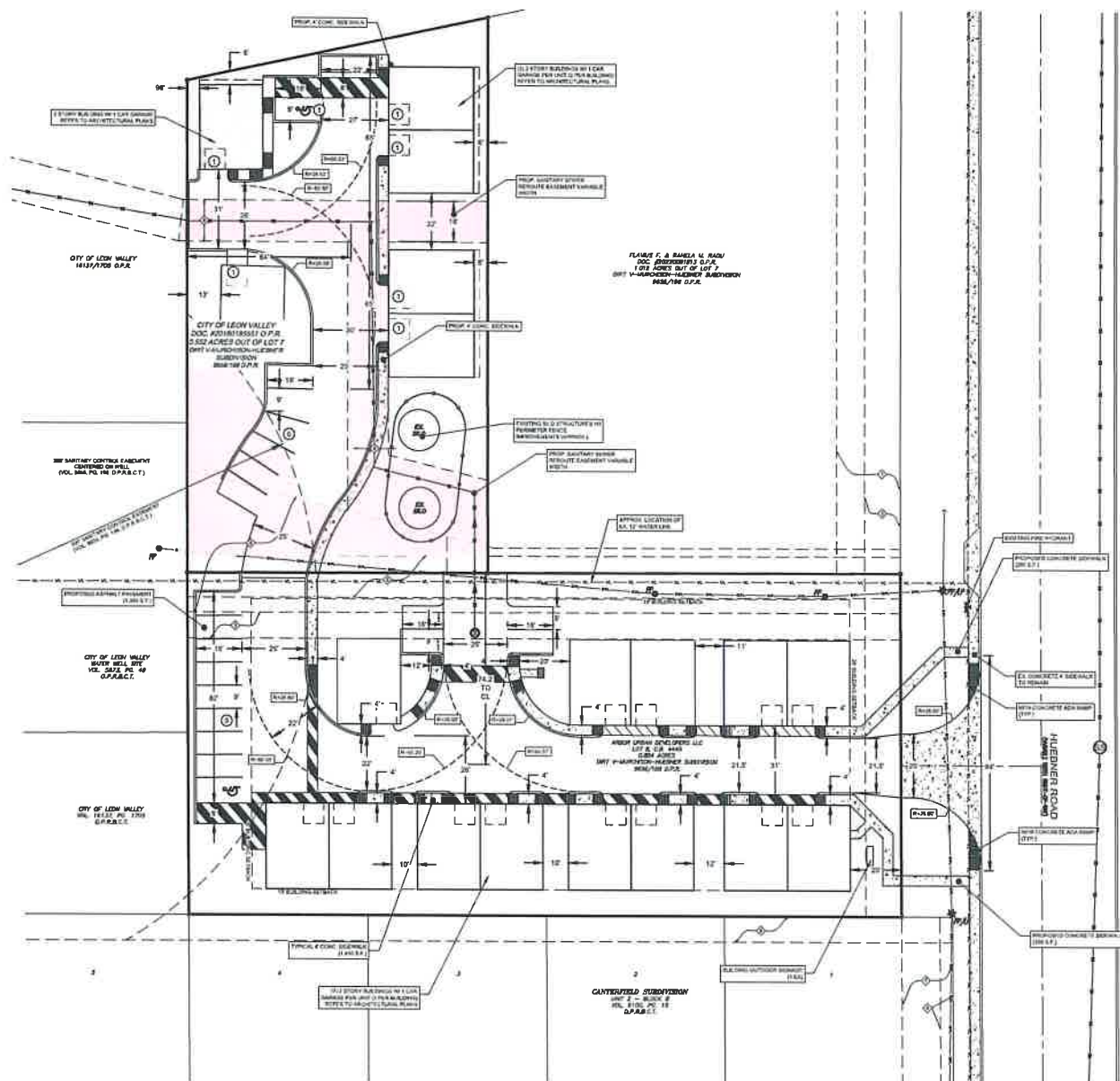
PARKING SPACES CALCULATIONS

PEREGO, C. 1983: 441 - PARADIGMA QUALITATIVO

LOUPE 4500 TV MONITOR, 15" DIA. 15" FAMILY - 2 PARKING SPACE PER LINE

6 UNITS X 2.0 = 12 PARKING SPACES

TOTAL # OF PARKING SPACES PROVIDED	13 PARKING SPACES
------------------------------------	-------------------



SCALE: 1" = 20'

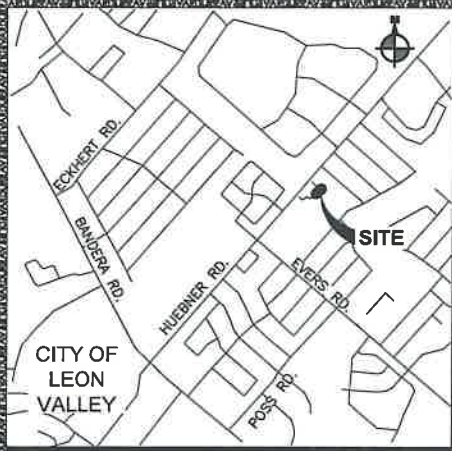
EXHIBIT "A"

NOTES:

1. ACCOMPANYING METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED.
2. BASIS OF BEARING OF THIS SURVEY IS GRID NORTH AS OBSERVED BY GPS, TEXAS COORDINATE SYSTEM OF 1983 (NAD83), SOUTH CENTRAL ZONE 4204.
3. ● FOUND 1/2-INCH IRON ROD, UNLESS NOTED OTHERWISE.
○ CALCULATED POINT.
4. PARENTHESIS INDICATE CALLED BEARING AND/OR DISTANCE.
5. NO EASEMENT RESEARCH HAS BEEN PERFORMED BY ARDURRA GROUP, INC.
6. BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES WITHIN FLOOD ZONE X, ACCORDING TO THE FLOOD INSURANCE RATE MAP OF BEXAR COUNTY, TEXAS, PANEL NO. 48029C0240G, EFFECTIVE DATE: SEPTEMBER 29, 2010.

REFERENCES:

O.P.R.B.C.T. OFFICIAL PLAT RECORDS, BEXAR COUNTY, TEXAS
D.P.R.B.C.T. DEED AND PLAT RECORDS
P.O.B. POINT OF BEGINNING



LOCATION MAP N.T.S.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	19.00'	42.82'	34.32'	S 68°44'42" E	129°08'08"
C2	19.00'	54.54'	37.65'	N 30°26'54" W	164°27'17"

LINE	BEARING	DISTANCE
L1	N 46°54'25" E	28.32'
L2	S 40°28'01" W	51.73'
L3	N 61°28'02" W	62.66'



HUEBNER RD.
(VARIABLE WIDTH RIGHT-OF-WAY)

30' 0 30' 60'
SCALE: 1" = 60'

10' ELECTRIC, GAS, TELEPHONE
& CABLE T.V. EASEMENT
(VOL.9656 PG.198, D.P.R.B.C.T.)

RAHELA MARCELA RADU TRUST
(CALLED 1.012-ACRES)
DOC# 20250144716
O.P.R.B.C.T.

14' ELECTRIC, GAS,
TELEPHONE & CABLE T.V.
EASEMENT
(VOL.9656 PG.198,
D.P.R.B.C.T.)

P.O.B.
(SET 1/2-INCH IRON ROD)
N: 13,732,066.84
E: 2,090,741.68

DIRT
V-MURCHISON-HUEBNER
SUBDIVISION
VOL.9656 PG.198
P.R.B.C.T.

MANUEL TEJADA SURVEY
No. 89 ABS. No. 471

11.69'

L2

L1

C1

151.33'

S 40°31'16" W

10.84'

L3

S 61°24'42" E

120.41'

ARBOR URBAN
DEVELOPERS LLC
DOC#20230083185
O.P.R.B.C.T.

CITY OF
LEON VALLEY

CITY OF
LEON VALLEY

15' GAS, ELECTRIC,
TELEPHONE, CABLE T.V.
WATER &
INGRESS/EGRESS
EASEMENT
(VOL.5873 PG.49-52,
D.P.R.B.C.T.)

VARIABLE WIDTH GAS, ELECTRIC,
TELEPHONE, CABLE T.V. &
INGRESS/EGRESS EASEMENT
(VOL.9656 PG.198, D.P.R.B.C.T.)

EXISTING SILO
0.048-ACRES TRACT
(2,095 SQ. FT.)

EXISTING SILO

I HEREBY CERTIFY THAT:

THIS SURVEY WAS PREPARED BASED
ON A SURVEY MADE ON THE
GROUND UNDER MY DIRECT
SUPERVISION.

THIS 14TH DAY OF MAY, 2026 A.D.



PATRICIA M. MORALES
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 7150

EXHIBIT OF:

SHOWING A BOUNDARY OF A 0.048-ACRE TRACT (2,095 SQ. FT.) OF LAND SITUATED IN THE MANUEL TEJADA SURVEY NO. 89, ABSTRACT 471, COUNTY BLOCK 4445, OUT OF A CALLED 0.552-ACRE TRACT OF LAND CONVEYED TO THE CITY OF LEON VALLEY, RECORDED IN DOCUMENT NO. 20180185551, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS (O.P.R.B.C.T.), WITH SAID 0.552-ACRE TRACT BEING ALL PORTION OF LOT 7, CB 4445, DIRT V-MURCHISON-HUEBNER SUBDIVISION, AS RECORDED IN VOLUME 9656, PAGE 198 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

DRAWN BY: JC

JOB #: 2026-00-0151200

SURVEYED: 5-14-2026

SHEET:

2 OF 2



8918 Tesoro Dr., Suite 401
San Antonio, Texas 78217
Phone: (210) 822-2232
www.Ardurra.com
Engineering License #F-10053
Ardurra Group, Inc.
Surveying Firm 10194688

Exhibit B

Revitalization Plan

- **Painting of Silos:** Our current budget for mural work is approximately \$25,000 for both silos, and we are confident this will support a clean, meaningful design (such as Texas and U.S. flag concepts). If the City prefers a more detailed or complex design, we would be happy to collaborate and would appreciate the City's support for any costs exceeding this budget.
- **Roof Repairs:** We will address and repair the roof as needed as part of our agreement.
- **Ladder Restoration:** We will restore the ladder as needed to ensure it is safe and functional.
- **Patching Holes:** We will repair and patch any structural holes or damage as needed.
- **Iron Fence Installation:** We will install a 5–6 ft wrought iron fence around the site.
- **Plaque Installation:** This item was not previously included in our scope. We are happy to install a plaque; however, we would appreciate it if the City could provide the plaque to install.

FIELD NOTES
For a 0.048-acre (2,095 square feet)

BEING A 0.048-ACRE TRACT (2,095 SQ. FT) OF LAND SITUATED IN THE MANUEL TEJEDA SURVEY NO. 89, ABSTRACT 471, COUNTY BLOCK 4445, OUT OF A CALLED 0.552-ACRE TRACT OF LAND CONVEYED TO THE CITY OF LEON VALLEY, RECORDED IN DOCUMENT NO. 20180185551, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS (O.P.R.B.C.T.), WITH SAID 0.552-ACRE TRACT BEING ALL PORTION OF LOT 7, CB 4445, DIRT V-MURCHISON-HUEBNER SUBDIVISION, AS RECORDED IN VOLUME 9656, PAGE 198 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS (D.P.R.B.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING at a point (N= 13,732,066.84 , E= 2,090,741.68) an the beginning of a curve to the left, on a common line being the southeast line of a called 1.012-acre tract conveyed to Rahela Marcela Radu Trust by deed recorded in Document # 20250144716 (O.P.R.B.C.T.) and the northwest line said 0.552-acre tract, for the most southwest corner of this herein described tract from which the southwest corner of said 0.552-acre and the southeast corner of said 1.012-acre tract bears S 40°31'16" W, 151.33-feet and from which a found 1/2-inch iron rod for a corner of said 1.012-acre tract from said west corner of 0.552-acre tract, bears N 61°28'02" W, 62.66-feet;

THENCE Southeasterly departing said common line, along and with said curve to the left, having a radius of 19.00-feet, an arc length of 42.82-feet and a delta angle of 129° 08'08" for the southeast corner of this herein described tract;

THENCE N 46°54'25" E, a distance of 28.32-feet for an angle corner of this herein described tract and the beginning a curve to the right;

THENCE Northwesterly, along and with said curve to the right, having a radius of 19.00-feet, an arc length of 54.54-feet and a delta angle of 164° 27'17" for an angle corner of this herein described tract;

THENCE S 40°28'01" W along said common line of said 1.012-acre tract and said 0.552-acre tract, a distance of 51.73-feet to the **POINT OF BEGINNING** and containing within these metes and bounds a 0.048-acre (2,095sq. ft.) tract of land, more or less. Said tract being described in accordance with an actual survey made on the ground and a survey map prepared by Ardurra Group, Inc.

All distances shown hereon are GRID, with bearings based on the Texas State Plane Coordinate System, NAD 83, South Central Zone (4204). This description is accompanied by and made a part of an exhibit with the same date and acreage.


PATRICIA M. MORALES
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 7150

