

3.02.4 The Developer shall maintain commercially reasonable detailed and accurate records of all contracts, receipts and expenditures made or incurred in connection with the installation of the Suggs Creek Extension and shall make same available to the City for inspection upon reasonable notice but in no event more than five (5) business days.

Section IV Roadway Infrastructure

- 4.01 Except as provided herein, the Developer will develop the Roadway Infrastructure described on the attached Exhibit "D" according to terms and conditions contained in the City of Boerne Subdivision Ordinance in place as of the date this Agreement is signed.
- 4.02 Notwithstanding any other provision of this Agreement or any of the terms and conditions contained in the City of Boerne Subdivision Ordinance, the Developer shall not be required to build the bridge at the west edge of the Property (as more clearly delineated on the attached Exhibit "D") (the "**Bridge**").
- 4.03 Notwithstanding any other provision of this Agreement or any of the terms and conditions contained in the City of Boerne Subdivision Ordinance, the Developer shall be required to build a road to the City Park area as depicted on the Master Community Plan on the (as more clearly delineated on the attached Exhibit "D") (the "**Park Road**") at the time of development of Phase IX.
- 4.04 Prior to final plat approval of Phase VII of development, or within one hundred and twenty (120) days of Bridge Construction Notice (defined below) whichever occurs first, the Developer shall submit construction documents for the design of the Bridge (the "**Bridge Design**"). City may use the Bridge Design for later completion of such Bridge upon written notice (the "**Bridge Construction Notice**") to the Developer and Cude Engineers (the "**Engineer**"). The City will notify the Developer and Engineer of any changes to or deviation from the Bridge Design.
- 4.05 The Developer agrees to participate in the completion of the Cascade Caverns / Scenic Loop / IH10 intersection improvements (the "**Cascade Caverns Intersection Improvements**"). At the time indicated below in Section 4.06, the Developer agrees to submit to the City a cash deposit in an amount equal to TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) (the "**Intersection Security**"). The City may use the Intersection Security for construction of the Cascade Caverns Intersection Improvements or, if improvements have already been constructed, reimbursement of costs associated with the Cascade Caverns Intersection Improvements.
- 4.06 The timing of the payment for the Intersection Security shall be determined as follows:
- 4.06.1 If the Developer satisfies both of the following conditions, then the Intersection Security may be paid to the City at any time prior to the earlier of the approval of the last Final Plat of Phase IX of the Project, or ten (10) years from the date of this Agreement: (a) Prior to approval of the first Final

Plat for Phase IV, the Developer shall have submitted design and construction documents for a connecting water main (the "**Connecting Water Main**") to loop the existing water main on I-10 near Scenic Loop Road to the existing water main stub in Menger Springs located in an easement near the northern most property line of the Property; and (b) the Developer shall have caused the construction of the Connecting Water Main to be completed as part of the construction of Phase IV of the Project.

4.06.2 If the Developer does not satisfy both of the conditions set forth under Section 4.06.1(a) and (b) above, then the Developer shall pay the Intersection Security to the City on or before the earlier of (a) the City Planning and Zoning Commission's approval of the Final Plat of any other plat associated with Phase V, or (b) five (5) years from the date of this Agreement, whichever comes first.

4.07 Notwithstanding any other provision contained herein, if the Developer fails to perform the requirements set forth in this Section 4, then the last Phase of the Project will not be accepted by the City until such requirements have been fulfilled by the Developer.

Section V

Substation Dedication

5.01 Prior to the acceptance of the first Phase of Project, the Developer will dedicate to the City approximately one and a half (1.5) acres to serve as a Fire Department substation in the location shown on the attached Exhibit "E" ("**Substation Site**"). Should the Developer fail to dedicate the Substation Site, then the first phase, and any subsequent phase, of Project will not be accepted by the City until such dedication has been made by the Developer.

Section VI

Northwest Open Space Area Reserved Easements

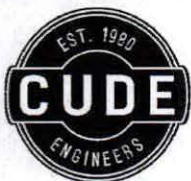
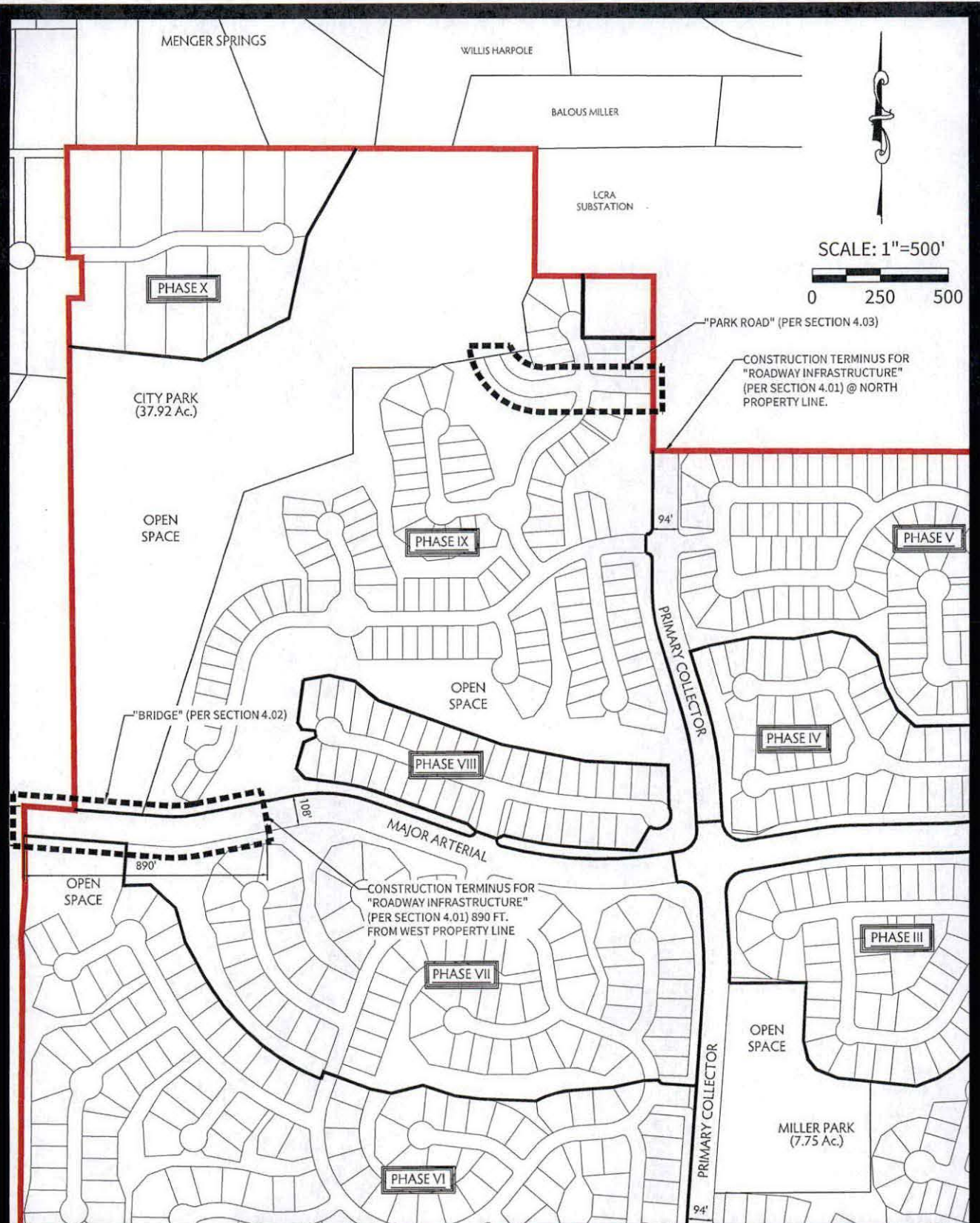
6.01 **Reference** is hereby made to that area depicted in the northwest corner of the Development Master Plan as City Park and Open Space and comprising approximately 37.92 acres (referred to herein as the "**Reserved Northwest Open Space Area**"). The City hereby acknowledges and agrees that Developer may need easements for drainage, detention, sanitary sewer, water or other utilities on the Reserved Northwest Open Space Area and hereby consents to the reservation of such easements by Developer prior to or in connection with the platting, conveyance or dedication of any public parks or open space easements in the Reserved Northwest Open Space Area.

Section VII

Termination and Default

This Agreement shall terminate automatically on the occurrence of one of the following:

7.01 **Fifteen Years** - Fifteen years from the Execution Date below;



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REGENT PARK EXHIBIT D

ROADWAY INFRASTRUCTURE

DATE: 2014-09-17

JOB NO.: #02133.080