DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is executed to be effective as of the _____ day of December, 2024 (the "**Effective Date**"), by and between ALEDO INDEPENDENT SCHOOL DISTRICT, an independent school district in Parker County, Texas ("**District**"), and KELLY RANCH ESTATES, LLC, a Nevada limited liability company ("**Developer**") (District and Developer each being referred to herein as a "**Party**" and collectively as the "**Parties**").

RECITALS:

A. District and Developer entered into that certain Donation Agreement dated September 25, 2024 (as amended, the "**Agreement**"), providing for the donation of property for the future construction of an elementary school. Following the closing of the property pursuant to the Agreement, District will be the owner of that certain real property located in Parker County, Texas, as described on **Exhibit "A"** attached to this Agreement (the "**District Property**"), and Developer is the owner of that certain real property located in Parker County, Texas, as described on **Exhibit "B"** attached to this Agreement (the "**Developer Property**"). The District Property and the Developer Property are collectively referred to herein as the "**Property**".

B. Pursuant to the terms of the Agreement, District and Developer have agreed that it will be necessary to construct certain infrastructure improvements in connection with District's development of the District Property and Developer's development of the Developer Property. The Parties desire to enter into this Agreement to document the parties' respective agreements regarding the design, engineering and construction of the Infrastructure Improvements (defined below).

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and Developer hereby mutually agree as follows:

AGREEMENT:

1. **Infrastructure Improvements**. District and Developer agree and acknowledge that the following infrastructure improvements (the Utility Improvements, Drainage Improvements and the Fire Flow Improvements, being collectively referred to herein as the "**Infrastructure Improvements**") will be designed, engineered and constructed on the terms and conditions set forth in this Agreement:

a. **Utilities**. Developer, at its sole cost and expense, has or will design, obtain governmental approvals for, and build to the boundaries of the District Property, street and utility improvements for the benefit of the District Property (the "**Utility Improvements**") as Developer builds street, drainage and utility improvements for the Developer Property. The Developer shall construct one 8-inch waterline stub out to the boundaries of the District Property.

b. **Drainage**. The Parties agree that there will be no onsite detention located on the District Property and that Developer has agreed to provide offsite drainage capacity for the benefit of the District Property on the Developer Property, which shall be memorialized by an offsite drainage easement benefitting District Property. Developer, at its sole cost and expense, shall design, obtain governmental approvals for, and build an adequate drainage system (the "**Drainage Improvements**") to accommodate the construction of the elementary school within the 100-year floodplain and otherwise in accordance with local and state design requirements.

c. **Fire Flow**. The Developer, at its sole cost and expense, shall design, construct, and install additional water ground storage capacity and any necessary pumping and piping infrastructure ("**Fire Flow Improvements**") to support the fire flow demand for the proposed elementary school. The Fire Flow Improvements shall include a storage tank with the capacity to support up to 200,000 gallons of water ("**Storage Tank**"). Prior to the commencement of the Fire Flow Improvements, the Developer shall advise the District as to the cost of the Storage Tank ("**District Cost**"), which amount shall be mutually agreeable to the Developer and the District using reasonable and good faith efforts. Within thirty (30) days after the completion of the Fire Flow Improvements to the District's reasonable satisfaction, the District will pay to the Developer an amount not to exceed the District Cost of the Storage Tank.

The Parties agree and understand that the Developer may be in the process of completing all or a portion of the Utility Improvements and/or the Drainage Improvements. The Developer agrees and understands that the Infrastructure Improvements (including the 8-inch waterline stub out) shall be completed within two (2) years following the District's written notice to Developer of the proposed elementary school's scheduled opening date.

2. **Construction**. Developer shall diligently construct and complete the Infrastructure Improvements in accordance with the applicable laws, regulations, and engineering standards, including but not limited to, fire code requirements and municipal or county water utility standards. The Developer shall provide District with copies of all design and construction contracts and agreements, all community facilities agreements, all studies, letters of credit and bonds related thereto, and a complete set of lien waivers upon completion of the Infrastructure Improvements.

3. **Easements**. The Parties agree to cooperate to deliver to one another other, their contractors, as applicable, any required permanent or temporary construction easements as may be reasonably requested with respect to the construction, installation and repair of the Infrastructure Improvements, on terms and conditions consistent with this Agreement. Such easement shall be conveyed using easement forms that are reasonably acceptable to District and Developer, and shall contain standard indemnity, insurance, repair and restoration requirements.

4. **Default and Remedies.** Any Party will be entitled to prosecute any proceedings at law or in equity, including seeking specific performance or injunctive relief, against the other Party if a Party violates or defaults in the performance of its obligations under this Agreement, or to prevent a Party from violating or attempting to violate or defaulting in the performance of its obligations under this Agreement. It is expressly acknowledged and understood by each of the Parties to this Agreement that remedies at law are or may be inadequate for purposes of enforcement of the provisions of this Agreement and that appropriate action shall include, without in any way limiting other available remedies, the right to equitable relief. In the event that any Party institutes legal proceedings to enforce or construe any of the terms, provisions, or covenants set forth in this Agreement, the prevailing party in such legal proceedings shall be entitled to recover its reasonable attorneys' fees, litigation expenses and court costs from the non-prevailing party.

5. **General Provisions**.

a. **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

b. **Notice**. Any notice, demand or communication required, permitted, or desired to be given hereunder (except for emails which are for convenience only) shall be in writing and shall be

deemed effectively given when received or refused if delivered by personal delivery, overnight messenger, or mailed by prepaid certified mail, return receipt requested, as follows:

Developer:	C. Ryan Vorhees 1800 Lone Oak Road, Suite 8 Weatherford, Texas 76086 Telephone: 817-550-5032 Email: ryan@crvonline.com
District:	Aledo Independent School District 1008 Bailey Ranch Road Aledo, Texas 76008 Attn: Susan K. Bohn Telephone: (817) 441-8327 Email: sbohn@aledoisd.org
with copy to:	Sneed Vine Perry, P.C. 2705 Bee Cave Road, Suite 160 Austin, TX 78746 Attn: Adam Wilk/ Chris Raman Telephone: (512) 494-3126 Email: awilk@sneedvine.com craman@sneedvine.com

c. **Captions**. Captions contained in this Agreement are for reference and identification purposes only and shall not affect in any way the meaning or interpretation of any provision of this Agreement.

d. **Amendment**. This Agreement may not be amended or released except by a written agreement executed by both Developer and District.

e. **Multiple Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all such counterparts will constitute one and the same instrument. Signatures delivered via facsimile or electronic mail will be deemed the same as original signatures for all purposes.

f. **Merger**. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall not be varied, amended, or superseded except by the written agreement among the parties hereto.

g. **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as owners of the District Property and/or the Developer Property.

h. **Assignment; Covenants Running with the Land**. Neither Party may, without the prior written approval of the other Party, assign its rights and/or its obligations under this Agreement to third party other than a successor owner of such Party's portion of the Property. All of the agreements, rights, obligations and covenants set forth in this Agreement shall be covenants running with the Property, shall be binding upon and inure to the benefit of the Parties and their successors and assigns, and all current and future owners of the Property.

i. **No Waiver**. No failure on the part of any party at any time to require the performance by any other party of any provision of this Agreement shall in any way affect such party's rights to require such performance, nor shall any waiver by any party of any provision hereof be taken or held to be a waiver of any other provision hereof.

j. **Dates**. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "**holiday**" shall mean any day on which state or national banks are not open for business in the State of Texas. In calculating the number of days in a time period required under this Agreement, the date on which the notice is received or rejected shall not be counted, and the notice period shall run through 5:00 p.m., Fort Worth, Texas time, on the last day of the applicable notice period.

k. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. The illegality, invalidity or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement to be effective as of the Effective Date.

DEVELOPER:

KELLY RANCH ESTATES, LLC,
a Nevada limited liability company

By: _____
Name: C Ryan Vowell
Title: Owner

DISTRICT:

ALEDO INDEPENDENT SCHOOL DISTRICT,
an independent school district in Parker County, Texas

By: _____
Name: Susan K. Bohn
Title: Superintendent