

Memorandum of Understanding (MOU)

Parties of This MOU

November 27, 2024

1). HyG Homes, LLC
84 NE Loop 410, Suite 242
San Antonio, TX 78216

2). Ramstein Trust
Ronald Barr, Trustee
1115 Nolan St
San Antonio, TX 78202

This MOU is created to address the following issues as agreed between HyG Homes LLC and the Ramstein Trust regarding the real property located at 8880 Heath Circle, Lot 4, San Antonio, Bexar County, Texas 78250, recorded in the Bexar County, Texas deed records as: NCB 15008, BLK Lot P-74F (the "Property").

HyG Homes, LLC ("HyG") is seeking to develop land that is adjacent to the Property. The Property is located between the two tracts of land owned by HyG will be developed. Development of the HyG lands will require platting, not only of the HyG lands, but also and in conjunction with the Property, all as set forth on Exhibit "A" attached hereto. Accordingly, this MOU will set forth certain agreements and understanding regarding the joint platting of the HyG lands and the Property.

The proposed platting of (+/-) 1.2 acres of the Property for development of a road/street (approximately 55 feet in width and 300 feet long) transgressing the Trust property from East to West property line, as more particularly described on Exhibit "A" attached hereto. This is parallel to the existing Easement Road controlled by KB Homes. Placement of the road has previously been agreed by the HyG LLC and Ramstein Trust. The parties must agree any deviation or change.

San Antonio, Texas and, if required, Bexar County, Texas, shall issue the

Additionally, HyG Homes has agreed to have six building lots of the Property platted on the southern side of the Property (at the opposite end of the Trust Property from the KB Home Easement), as set forth on Exhibit "A" attached hereto.

HyG shall be responsible for the cost of all the platting to HyG of any

Utility connections, to include electricity, water and sewer will be made available at each of the six building lots platted; provided, however, that HYG shall not be responsible for any fees or expenses to be paid to the City of San Antonio, Bexar County, San Antonio Water Systems (SAWS) or San Antonio CPS Energy. Such fees or expenses shall be the sole and absolute responsibility of the Ramstein Trust.

Six "curb cuts" will be provided for the six platted lots of the Property on the south side of the road/street, to meet San Antonio City requirements; provided, however, that curb cuts will be made at the time of the subdivision construction in the lower side of the lots of the Property, regardless of the construction of the house in the platted lots of the Property.

Once the Property has been platted, as set forth in the

HYG Homes LLC will pay the Ramstein Trust the total sum of \$75,000 for in consideration for the Ramstein cooperating the platting of the Property in conjunction with HYG's lands. Half of this sum, \$37,500 dollars (the "Initial Deposit"), will be paid to the Ramstein Trust upon signing this MOU. The remaining \$37,500 balance will be due when all of the following conditions are met, completed and received by HyG (collectively the "Conditions"): (i) the trustee or trustees, and if necessary, any and all beneficiaries of the Ramstein Trust shall, upon request by HyG, execute any and all documentation necessary for HyG to conduct the joint platting of the HyG lands and the Property, as set forth herein, including, without limitation, the transfer of any portion of the Property to allow for the dedication of the road that will form part of the fully developed HyG lands and Property; (ii) the City of San

Antonio, Texas and, if required, Bexar County, Texas, shall issue the final and recorded plat of the HyG lands and the Property, as deemed necessary and appropriate by HyG, to fully develop such lands, including, without limitation, approvals of San Antonio Water Systems (SAWS) and San Antonio CPS Energy; and (iii) the granting to HyG of any easements required by HyG to access the Property to develop the HyG lands.

If all of the Conditions are not met or obtained, HyG shall provide you with notice, at which time the Ramstein Trust shall, no later than 48 hours after such notice, refund to HyG the Initial Deposit, less \$5,000 as an option fee to be paid to the Ramstein Trust, and this MOU shall terminate.

HyG may terminate this MOU at any time, for any or no reason, by providing the Ramstein Trust written notice of termination, at which time, the Ramstein Trust shall, no later than 48 hours after such notice, refund to HyG the Initial Deposit, less \$5,000 as an option fee to be paid to the Ramstein Trust.

Once the Property has been platted, as set forth in this MOU, HyG shall not be responsible for any construction, grading or other improvements on the Property. The Ramstein Trust shall at all times be responsible for (i) all construction, grading and other improvements on the Property, at its sole cost and expense, and (ii) compliance with all laws, regulations, orders, declarations, covenants and homeowners association rules and regulations applicable to the Property, as platted by HyG

HyG LLC and the Ramstein Trust agree to collectively cooperate to execute any documents required for HyG LLC to conduct the joint platting of the HyG lands and the Ramstein Trust lands, including, without limitation, the transfer of any portion of the land(s) to allow the City of San Antonio, Texas and, if required, Bexar County, Texas, to

issue the final recorded platt of the land(s). Primarily necessary and appropriate by HyG, to fully develop such lands, including, without limitation, approvals of San Antonio Water System (SAWS) and San Antonio CPS Energy

HyG LLC and the Ramstein Trust agree to cooperatively work together to resolve any issue(s) that may arise to successfully complete the plating and development of HyG's and Trust Lands.

Once the land(s) are Platted, HyG will be responsible for all costs associated with the construction of the Street/Road. The Ramstein Trust will be responsible for all costs associated with the further development of the reference six (6) platted lots at the southern side of the Ramstein Trust Property.

This agreement can be terminated by either party on/or after October 1, 2027. All other terms can be renegotiated after October 1, 2027.

This agreement shall be binding upon the heirs, legal representatives, and successors of the undersigned parties.



HyG Homes LLC



Ramstein Trust

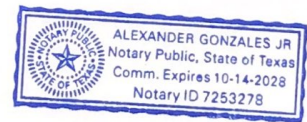
11/27/2024
Date

12/03/2024
Date

STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on this 3RD day of DECEMBER, 2024 by RONALD BARR, as TRUSTEE of the Ramstein Trust, on behalf of such trust.

Alexander Gonzales Jr
Notary Public in and for the State of Texas



STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on this 21st day of NOVEMBER 2024, 2024 by CARLOS GARZA, the MANAGER of HyG Homes LLC, on behalf of such entity.

Alexander Gonzales Jr
Notary Public in and for the State of Texas

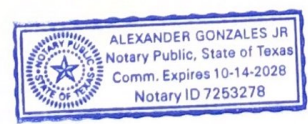


EXHIBIT "A"

(see attached)

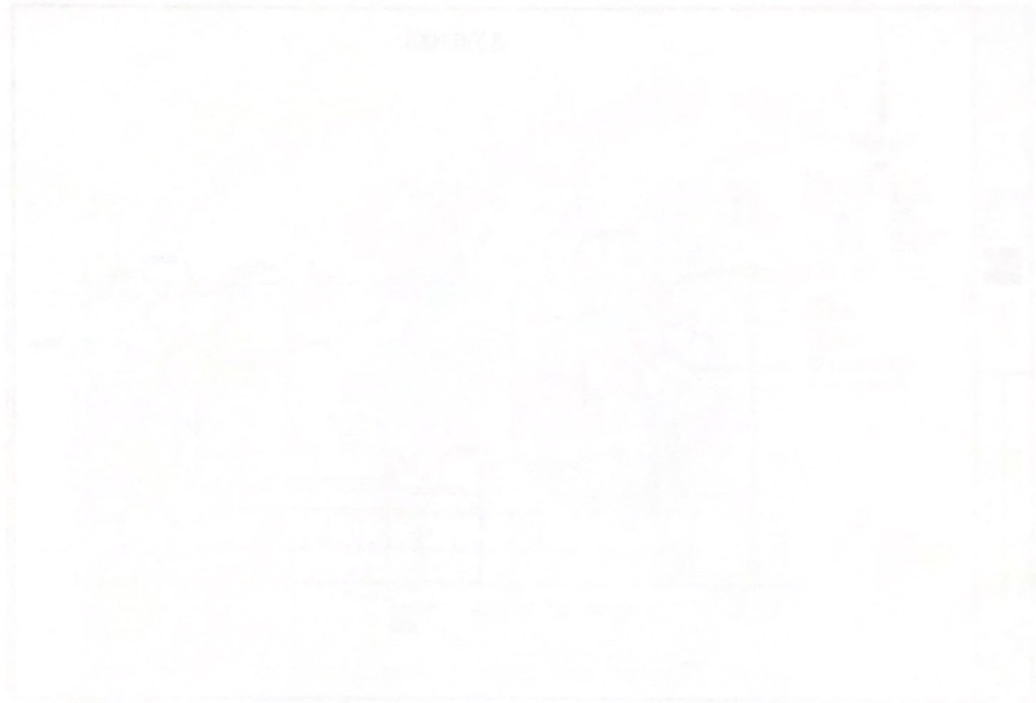
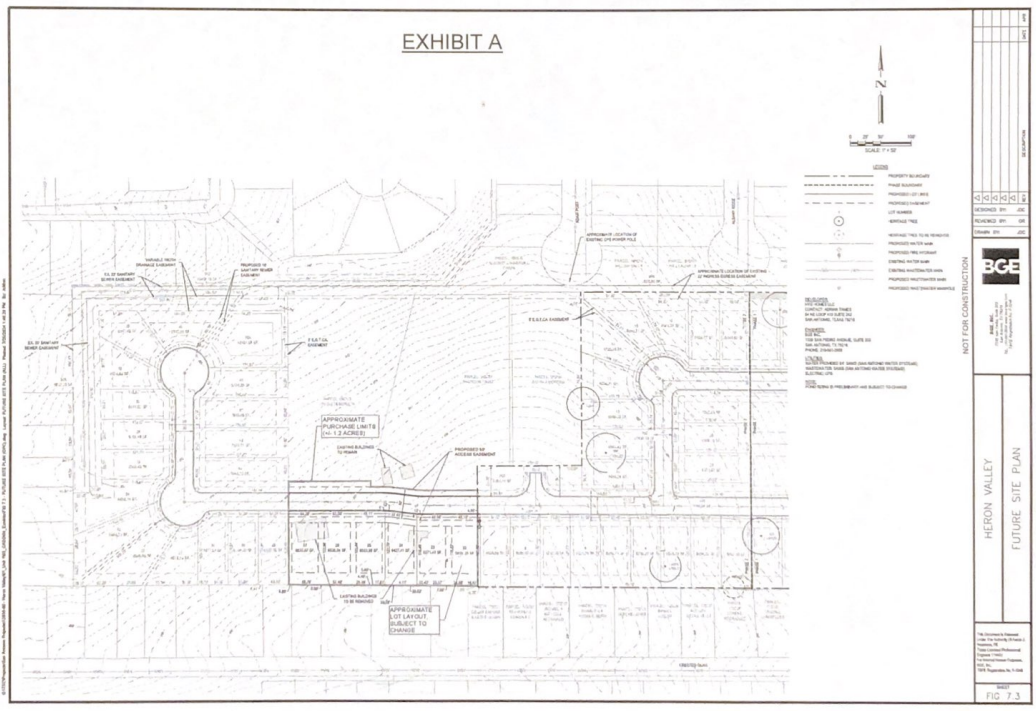



EXHIBIT A



NOT FOR CONSTRUCTION	
DATE	10/1/2010
PROJECT	HERON VALLEY FUTURE SITE PLAN
DESIGNED BY	JAC
CHECKED BY	SP
APPROVED BY	SP
DATE	10/1/2010
	
HERON VALLEY FUTURE SITE PLAN	
FIG. 7.3	