

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION  
OF WILD RIDGE MUNICIPAL UTILITY DISTRICT**

**THE STATE OF TEXAS**                   §  
   §  
**COUNTY OF HAYS**                   §

This **FIRST AMENDMENT TO AGREEMENT CONCERNING CREATION AND OPERATION OF WILD RIDGE MUNICIPAL UTILITY DISTRICT** (this “*Amendment*”) is entered into effective as of \_\_\_\_\_, 2023 between the **CITY OF DRIPPING SPRINGS, TEXAS**, a general law city located in Hays County, Texas (the “*City*”); **MERITAGE HOMES OF TEXAS, LLC**, an Arizona limited liability company (the “*Developer*” or the “*Owner*”); and **WILD RIDGE MUNICIPAL UTILITY DISTRICT**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the “*District*”). The City, the Owner, and the District are sometimes referred to herein as the “*Parties*” and individually as a “*Party*”.

**RECITALS**

A. The City and the Developer previously entered into that certain “Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District” dated effective August 27, 2021 (the “*Consent Agreement*”), which, among other things, provided for the creation of the District over ±283.427 acres of land in Hays County, Texas within the city limits of the City (defined in the Consent Agreement as the “*Property*”).

B. The District was created by “An Order Granting the Petition for Creation of Wild Ridge Municipal Utility District and Appointing Temporary Directors” dated October 10, 2022 (the “*Creation Order*”); and, as required by the Consent Agreement, the District joined in and consented to the Consent Agreement by “Joinder in and Consent to Agreement Concerning Creation and Operation of Wild Ridge Municipal Utility District” dated effective February 7, 2022.

C. The Parties now desire to amend the Consent Agreement as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Defined Terms. All capitalized terms not defined in this Amendment have the meanings ascribed thereto in the Consent Agreement.

2. Maximum Bond Amount; Updated Cost Estimates. In order to address the escalating costs of labor, materials, and inflation, the Parties desire to (i) increase the total amount of bonds permitted to be issued by the District under the Consent Agreement; and (ii) update the cost estimates for road and utility improvements attached to the Consent Agreement. Accordingly:

a. The maximum dollar amount specified in the first sentence of Article III, Section D of the Consent Agreement is here by increased from \$54,150,000 to \$95,760,000; and

b. The first two pages of Exhibit “B” to the Consent Agreement are hereby deleted and replaced with **Attachment “1”** to this Amendment. All references in the Consent Agreement to the estimated costs set forth in the first two pages of Exhibit “B” to the Consent Agreement will be, and hereby are, deemed to refer to the “Current” cost estimates set forth in **Attachment “1”** to this Amendment.

3. Effect of Amendment. Except as specifically provided in this Amendment, the terms of the Consent Agreement continue to govern the rights and obligations of the Parties, and the terms of the Consent Agreement remain in full force and effect. If there is any conflict or inconsistency between this Amendment and the Consent Agreement, this Amendment will control and modify the Consent Agreement.

4. Counterparts. To facilitate execution, (a) this Amendment may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (c) a signature delivered by facsimile or in another electronic format (*e.g.*, DocuSign or .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

\* \* \*

**IN WITNESS WHEREOF**, the Parties have executed this Amendment to be effective as of the date first written above.

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION  
OF WILD RIDGE MUNICIPAL UTILITY DISTRICT**

**CITY:**

**CITY OF DRIPPING SPRINGS, TEXAS**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION OF  
WILD RIDGE MUNICIPAL UTILITY DISTRICT**

**THE DEVELOPER:**

**MERITAGE HOMES OF TEXAS, LLC**, an  
Arizona limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTERPART SIGNATURE PAGE TO:**

**FIRST AMENDMENT  
TO AGREEMENT CONCERNING CREATION AND OPERATION OF  
WILD RIDGE MUNICIPAL UTILITY DISTRICT**

**THE DISTRICT:**

**WILD RIDGE MUNICIPAL UTILITY  
DISTRICT**, a political subdivision of the State of  
Texas

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT "1"

## Wild Ridge Municipal Utility District

### City of Dripping Springs Pro rata Share of Road, Utility and Park Costs

Item	City Request	Description	Comparison of Costs		
			Original	Current	Increase (Decrease)
East/West Arterial - Internal	4 lanes to 2 lanes	3,600 Linear Feet of 2-lanes of divided minor arterial, Crossover West PL to DISD roundabout and 114' ROW	\$ 1,668,000	\$ 2,402,800	\$ 734,800
North/South Arterial - Internal	4 lanes to 2 lanes	2,600 Linear Feet of 2-lanes of divided minor arterial, with roundabout and 114' ROW	771,900	1,301,900	530,000
<b>Total</b>			<b>\$ 2,439,900</b>	<b>\$ 3,704,700</b>	<b>\$ 1,264,800</b>
North/South Arterial - Wild Ridge to US290		2,500 Linear Feet of additional two lanes of divided minor arterial, with 104' ROW	\$ 727,600	\$ 1,948,300	\$ 1,220,700
US290 Improvements					
Westbound Protected Right Turn Lane	Additional Improvements	Paving, retaining wall and drainage infrastructure	\$ 225,000	\$ 225,000	\$ -
Traffic Signalization			350,000	350,000	-
<b>Total</b>			<b>\$ 1,302,600</b>	<b>\$ 2,523,300</b>	<b>\$ 1,220,700</b>
Projected Total City Pro Rata Share of Road Costs			\$ 3,742,500	\$ 6,228,000	\$ 2,485,500
Projected Engineering/Permits					
Additional fees (TIA, review fees, inspection fees, City Surcharge fee) & design costs based upon updating and addition of roads and public safety improvements			1,122,750	1,868,400	745,650
Projected Contingency Fee @ 20%			972,946	1,245,600	272,654
<b>Projected Total Pro Rata Share of Road Costs, Engineering/Permit Fees &amp; Contingencies</b>			<b>\$ 5,838,196</b>	<b>\$ 9,342,000</b>	<b>\$ 3,503,804</b>

Benefactors for East/West Arterial and North/South Arterial (including the North/South Collector Road Improvements)			
Name	Included in TIA		
	E/W Arterial	N/S Arterial	
Anarene	29.00%	18.00%	
Big Sky Ranch	16.00%	1.00%	
Bordie Tract	0.00%	0.00%	
Blue Blazes	8.00%	6.00%	
Canon Tract Residential	4.00%	1.00%	
Canon Tract Commercial	10.00%	26.00%	
Canon Tract East	3.00%	12.00%	
Legacy Trails + Fondren Ridge	0.00%	0.00%	
Wild Ridge	23.00%	35.00%	
Headwaters	7.00%	1.00%	
<b>Total</b>	<b>100.00%</b>	<b>100.00%</b>	

Estimated Utility Facilities					
Item	City Request	Description	Comparison of Cost		
			Original	Current	Increase (Decrease)
<b>Water</b>					
North/South Trunk Line to Anarene & Big Sky - oversizing of line from 12" to 18"	Upsizing of Trunk line	2,600 linear feet - 18" water transmission main	\$ 104,000	\$ 288,600	\$ 184,600
North /South Trunk line loop to US290 Engineering, Permits etc. (Estimated @ 30%)	Additional improvements	2,400 linear feet - 18" water main - Cynosure to US290	252,000	480,000	228,000
Contingencies (Estimated @ 20%)		Additional fees based upon upsizing of lines and additional improvements	106,800	230,600	123,800
		Increased Contingency amount based upon oversizing of lines and additional improvements	92,560	199,800	107,240
		<b>Total Water Facilities Increased Cost</b>	<b>\$ 555,360</b>	<b>\$ 1,199,000</b>	<b>\$ 643,640</b>
<b>Wastewater</b>					
Regional Lift Station	Upsizing	Lift Station Upsizing to serve Anarene & Wild Ridge	\$ 450,000	\$ 450,000	\$ -
force Main	Upsized from 6" to 8"	3,800 linear feet of force main upsized from 6" to 8"	57,000	125,000	68,000
Wastewater Interceptor	Upsized from 12" to 24"	1,600 linear feet of 24" gravity wastewater line	64,400	72,000	7,600
Engineering, Permits, etc. (Estimated @ 30%)		Additional fees based upon upsizing Lift Station, Force Main and WW Interceptor	114,280	194,100	79,820
Contingencies (Estimated @ 20%)		Increased Contingency amount based upon upsizing of Wastewater facilities	62,854	168,200	105,346
		<b>Total Wastewater Facilities Increased Cost</b>	<b>\$ 748,534</b>	<b>\$ 1,009,300</b>	<b>\$ 260,766</b>
		<b>Total Estimated Utility Costs</b>	<b>\$ 1,303,894</b>	<b>\$ 2,208,300</b>	<b>\$ 904,406</b>