

ASSIGNMENT AND ASSUMPTION OF
WASTEWATER AND FEE AGREEMENT

8.564 Acres

27110 RR 12

Dripping Springs, TX 78620

THIS ASSIGNMENT AND ASSUMPTION OF WASTEWATER AND FEE AGREEMENT ("Assignment") is made and entered into as of the _____ day of _____, 2021, by CRTX DEVELOPMENT, LLC, a Texas limited liability company ("Assignor"), DS JOINT VENTURE, LP, a Delaware limited partnership ("Assignee") and THE CITY OF DRIPPING SPRINGS, TEXAS ("City").

W I T N E S S E T H:

WHEREAS, the Assignor is the current holder of a Second Amended and Restated Wastewater Service and Fee Agreement with the City of Dripping Springs, Texas dated _____, 2021 (the "Agreement"), for the real property being 8.564 acres located at 27110 RR 12, Dripping Springs, Texas 78620 and as further described therein (the "Property"); and

WHEREAS, Assignor desires to assign the Agreement to Assignee and Assignee desires to assume the same.

NOW THEREFORE, Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, hereby agrees as follows:

1. Assignor has ASSIGNED, and by these presents does hereby ASSIGN to Assignee, its successors and assigns all of its right, title and interest in and to the Agreement, together with any and all funds or other collateral deposited pursuant to the Agreement.

2. Assignee hereby assumes the obligations of Assignor under the Agreement accruing from and after the date hereof. Assignee agrees to hold Assignor harmless from and against any and all claims, loss, damages, liability, cost and expense (including attorneys' fees) with respect to the Agreement arising or accruing from and after the date hereof. Assignor agrees to hold Assignee harmless from and against any and all claims, loss, damages, liability, cost, and expense (including attorney's fees) with respect to the Agreement arising or accruing prior to the date hereof.

3. This Assignment shall be binding upon, and shall inure to the benefit of, all of the parties hereto, their successors and assigns.

4. The City appears herein and consents to this Assignment.

[SIGNATURES ON FOLLOWING PAGES]

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXECUTED by Assignor as of the day and year first above written.

ASSIGNOR:

CRTX DEVELOPMENT, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXECUTED by Assignee as of the day and year first above written.

ASSIGNEE:

**DS JOINT VENTURE, LP,
a Delaware limited partnership**

By: DS JOINT VENTURE GP, LLC,
its General Partner

By: AHI General Partner Holdings II,
LLC, its sole member and manager

By: _____
Mitchell Hanzik
Its: Vice President

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT]

EXECUTED by the City as of the day and year first above written.

CITY:

**THE CITY OF DRIPPING SPRINGS,
TEXAS**

By: _____

Name: _____

Title: _____