

**ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This Assignment and Assumption of Development Agreement for the Design and Construction of Water and Wastewater Line Improvements (the "**Assignment**") is executed and delivered on this the \_\_\_\_ day of 2021, by IDEA PUBLIC SCHOOLS, a Texas non-profit corporation ("**Assignor**"), to and in favor of 973 BUILDING HOPE, LLC a Texas limited liability company ("**Assignee**").

A. Assignor is a party to that certain Development Agreement for the Design and Construction of Water and Wastewater Line Improvements, April 15, 2020, by Assignor and the City of Manor, Texas (the "**Development Agreement**").

B. Pursuant to that certain Special Warranty Deed dated May 14, 2021, between Assignor, as "Grantor," and Assignee, as "Grantee" (the "Deed"), Assignor is conveyed to Assignee the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**").

C. In connection with the conveyance of the Property to Assignee, and subject to the terms of this Assignment, Assignor desires to assign to Assignee all of its rights and interests under the Development Agreement, and to delegate to Assignee the obligations of Assignor under the Development Agreement. Assignee desires to accept such assignment and assume such obligations under the Development Agreement, as more particularly provided below in this Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys and transfers to Assignee the rights and interests of Assignor under the Development Agreement arising from and after the date of this Assignment, and Assignee hereby accepts such assignment. The parties intend for this Assignment to be in accordance with and subject to Section 10 of the Development Agreement.

2. **Delegation of Obligations.** Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Development Agreement arising from and after the date of this Assignment, all of which obligations are hereby assumed by Assignee (collectively, the "Obligations"), including without limitation: (a) any indemnity obligations, to the extent applicable to the Property concerning claims that arise after the date hereof or to Assignee by reason of its ownership the Property, (b) any obligation to follow and be bound by all applicable rules, regulations and policies, (c) any obligation to pay any fees, assessments or exactions as may be imposed by the Development Agreement applicable to the Property, and (d) any obligations arising under the Development Agreement by reason of a default of Assignee under the Development Agreement (with respect to any obligations assumed by Assignee hereunder).

3. **Amendment to Development Agreement.** Assignor and Assignee agree that any amendment to the Development Agreement after the date hereof shall not require the approval of the Assignor.

4. **Indemnification.**

4.1 Assignee's Indemnity. Assignee shall defend, indemnify and hold harmless Assignor, its members, officers, agents, employees and representatives from any loss, cost, liability or expense, incurred by Assignor arising out of or resulting from Assignee's breach of the Development Agreement from and after the date of this Assignment, other than any damage or liability based on Assignor's breach or default under the Development Agreement.

4.2 Assignor's Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its members, officers, agents, employees and representatives from any loss, cost, liability or expense incurred by Assignee arising out of or resulting from Assignor's breach of the Development Agreement from and after the date of this Assignment, other than any damage or liability based on Assignee's breach or default under the Development Agreement.

5. **Entire Agreement.** This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

6. **Binding Effect.** All of the terms, provisions, covenants and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. **Headings.** The headings and captions in this Assignment are convenience only and shall not control or affect the meaning or construction of

any provision of this Assignment.

8. **Counterparts; Facsimile Signatures.** Facsimile signatures appearing hereon shall be deemed an original, and this Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be a complete executed document for all purposes.

THIS ASSIGNMENT AND ASSUMPTION OF THE DEVELOPMENT AGREEMENT is executed as of the date first written above.

**ASSIGNOR:**

IDEA PUBLIC SCHOOLS, a Texas non-profit corporation

By: [Signature]

Name: Leanne Hernandez

Title: Co-CFO

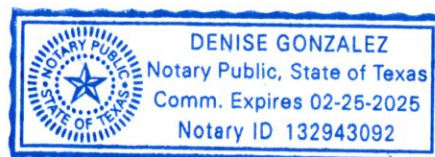
Date: June 10, 2021

STATE OF Texas §

COUNTY OF Hidalgo §

This instrument was acknowledged before me on this the 10 day of June 2021, by Leanne Hernandez, Co-CFO of IDEA Public Schools, on behalf of said non-profit corporation.

[Signature]  
Notary Public, in and for the State of Texas



**ASSIGNEE:**

973 BUILDING HOPE, LLC, a Texas limited liability company

By: *[Signature]*

Name: **Jerry Zayets**

Title: **Vice President**

Date: **06-10-21**

STATE OF Maryland

COUNTY OF Howard

VP This instrument was acknowledged before me on this the 10 day of June 2021, by Jerry Zayets  
of Building, on behalf of said company.  
Hope Real Estate

*Sherece L Gasaway* Notary  
Public, in and for the State of Maryland

SHERECE L. GASAWAY  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires March 1, 2024

MANOR

The City of Manor hereby consents to the assignment by IDEA PUBLIC SCHOOLS of its rights and interests under the Development Agreement with respect to the Property to 973 BUILDING HOPE, LLC, as provided in this Assignment of Development Agreement.

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

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

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

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

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of the City of Manor, a home-rule municipal corporation and political subdivision of the State of Texas, on behalf of the municipal corporation.

Notary Public, in and for the State of Texas

**Exhibit A**  
**Legal Description**

A 13.189 ACRE, OR 574,517 SQUARE FOOT TRACT OF LAND BEING ALL OF A CALLED 13.189 ACRE TRACT OF LAND CONVEYED TO IDEA PUBLIC SCHOOLS IN DOCUMENT NO. 2017062033 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS SITUATED IN THE GREENBURY GATES SURVEY, SECTION NO. 63, ABSTRACT NO. 315 IN TRAVIS COUNTY TEXAS. SAID 13.189 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

**BEGINNING** at a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set on a point in the east right-of-way line of F.M. 973, a variable width right-of-way being described as a called 9.173-acre tract conveyed to the State of Texas, recorded in Document No. 2002222872 of the Official Public Records of Travis County, Texas, said point being the southwest corner of said 13.189-acre tract,, same being a northwest corner of a Remnant Portion of a called 15.00-acre tract conveyed to Clide Ray Nichols recorded in Document No. 2000046322 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

**THENCE N 01°20'42" E**, with the east right-of-way line of said F.M. 973, same being the west boundary line of said 13.189-acre tract, a distance of **958.86 feet** to a  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" set on a point in the east right-of-way line of said F.M. 973, said point being the northwest corner of said 13.189-acre tract, same being the southwest corner of a called 32.950-acre tract (Tract 8) conveyed to Terrell Commercial Investments, LP, recorded in Document No. 2020230923 of the Official Public Records of Travis County, Texas for the northwest corner hereof;

**THENCE S 68°14'23" E**, departing the east right-of-way line of said F.M. 973, with the north boundary line of said 13.189-acre tract, same being the south boundary line of said 32.950-acre tract, at a distance of 121.53 feet passing an iron rod with cap marked "Property Corner" found at the southeast corner of said 32.950-acre tract, same being the southwest corner of a called 7.716-acre tract conveyed to Delores Lee Harris Brown, a/k/a/ Dee L. Brown, Individually, recorded in Document No. 2020177326 of the Official Public Records of Travis County, Texas, and continuing with a north boundary line of said 13.189-acre tract, same being the south boundary line of said 7.716-acre tract, a total distance of **781.22 feet** to an iron rod with cap marked "Property Corner" found on a point in the west margin of Suncrest Road (no recording information found), said point being the southeast corner of said 7.716-acre tract, same being the northeast corner of said 13.189-acre tract for the northeast corner hereof;

**THENCE S 20°10'09" W**, with the west margin of said Suncrest Road, same being the east boundary line of said 13.189-acre tract, a distance of **948.01 feet** to an iron rod with cap marked "RPLS 1753" found on a point in the west margin of said Suncrest Road, said point

being the southeast corner of said 13.189- acre tract, same being the northeast corner of a Remnant Portion of said 15.00-acre tract for the southeast corner hereof;

**THENCE N 62°19'27" W**, departing the west margin of said Suncrest Road, with the south boundary line of said 13.189-acre tract, same being the north boundary line of a Remnant Portion of said 15.00-acre tract, a distance of **475.60 feet** to the **POINT OF BEGINNING** and containing 13.189 acres in Travis County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc. under Job Number 51175-05.