

RIO VISTA COMMERCIAL DEVELOPMENT UNIMPROVED PROPERTY CONTRACT

1. PARTIES: The parties to this contract are DOG Development, LLC a Texas Limited Liability Company (Seller) and _____ (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: 342.84 acres in City of Rio Grande City, County of Starr, Texas, known as Rio Vista Commercial Development Phase 1 and that portion of Phase 2 on the north side of Rio Vista Blvd., generally located west of F.M. 755 and along Rio Vista Blvd. and as further described on the attached exhibits together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships and subject to Seller land use restrictions (the Property).

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing\$ _____
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium)\$ _____ n/a
C. Sales Price (Sum of A and B)\$ _____

4. FINANCING: Buyer make seek financing to facilitate Buyer's purchase of the Property, but, this offer to purchase shall not be in any manner subject to Buyer financing, acceptance by Buyer lender or in any manner affect the terms and conditions of this agreement including but not limited to escrow instructions, closing of escrow and the closing date.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$1,000,000.00 as "off-market" earnest money with _____, as escrow agent, at _____. The "off-market" earnest cash deposit becomes non-refundable at the end of 45 days from the execution date of contract and shall be unconditionally, including the provisions of 18.C. herein waived by Buyer and Seller, released to Sellers by the escrow agent 46 days from the execution date of contract unless Buyer terminates the contract in accordance with paragraph 6.B. or 6.D. Buyer shall deposit additional earnest money of \$1,250,000.00 with escrow agent within 45 days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at Buyer's expense an owner's policy of title insurance (Title Policy) issued by _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.
- (3) Liens created as part of the financing described in Paragraph 4.
- (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
- (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
- (6) The standard printed exception as to marital rights.
- (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
- (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company. Within 30 days after the effective date of this contract, Seller shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

D. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: (i) disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: permitted uses within the Seller land use restrictions including but not limited to multi-family residential dwelling construction, condominium dwelling construction, or commercial development and construction. Buyer must object within 45 days from the execution date of contract. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is not subject to mandatory membership in a property owners association(s).
- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, \$5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: Buyer accepts the Property in its present condition.

C. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

D. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions affecting the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before, 90 days, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS:

The Property is being sold subject to Seller land use restrictions as described in Addendum for Seller Land Use Restrictions.

Initialed for identification by _____ Buyer and _____ Seller

Sellers will have a portion of the purchase price paid, held in an escrow account for the payment of the following with any balance remaining to be released to Sellers upon completion of the construction:

- A. Sellers will have installed sewer infrastructure to service the Phase 1 & 2 – 478.90 Acres more or less;
 - B. Sellers will have installed along the entire length of Rio Vista Blvd. dedicated rights of way utility electric, telephone and cable TV service infrastructure to service the Phase 1 & 2 – 478.90 Acres more or less;
 - C. Sellers will have the street improvements including curbing, gutters, pavement and base, street lights; signage, sidewalks and drainage constructed for the section of Rio Vista Blvd. from the development entrance and along the entire length of Rio Vista Blvd. dedicated rights of way.
2. All property tax payments will be paid current through escrow.
 3. Buyers will provide through escrow a liability insurance policy that includes Sellers as a named insured in the face amount of \$10,000,000.00 to cover the installation period for the improvement work.
 - The total asking price includes an associated owner who will include an additional 18 adjacent acres in Phase 1 for a total of 500.29 acres +/-.
 - These acreages do not include the acres already dedicated to the city for the Rio Vista Blvd. 100 foot wide right of way Phase 1 - 9.66 acres and Phase 2 - 11.78 acres which totals 21.44 acres.
 - All acreage amounts are subject to a final survey.
 - On or before the end of the closing period, not to exceed 90 days, the buyer will deposit the balance of the full purchase price and any additional buyer's costs.
 - We will not sign any exclusive listing agreements and any offers presented are subject to non-obligation rejection solely at the discretion of sellers and prior receipt of other acceptable offers.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

Buyer to pay all costs related to the purchase including but not limited to a survey, title search and insurance, document preparation, escrow fees and any and all other costs.

(1)Expenses payable by Seller (Seller's Expenses): Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(2)Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property, excluding vegetation and non-structural improvements, is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms.

Initialed for identification by _____ Buyer and _____ Seller

Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

To Buyer at:

To Seller at:

Telephone: () _____

Telephone: () _____

Facsimile: () _____

Facsimile: () _____

E-mail: _____

E-mail: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

☐ Addendum for "Back-Up" Contract

☐ Addendum for **Seller land use restrictions**

☐ Other (list): _____

23. CONSULT AN ATTORNEY: TREC rules prohibit real estate licensees from giving legal advice.

READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

EXECUTED the day _____ of _____, 2012 (EFFECTIVE DATE).

(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer's

Attorney is: _____

Seller's

Attorney is: _____

Telephone: () _____

Telephone: () _____

Facsimile: () _____

Facsimile: () _____

E-mail: _____

E-mail: _____

Buyer

Seller

Buyer

Seller

BROKER INFORMATION

Other Broker Firm License No. _____

Represents ☐ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Listing Broker Firm License No. _____

represents ☐ Seller and Buyer as an intermediary
☐ Seller only as Seller's agent_____
Licensed Supervisor of Associate Telephone_____
Licensed Supervisor of Listing Associate Telephone_____
Associate Telephone_____
Listing Associate Telephone_____
Other Broker's Address Facsimile_____
Listing Broker's Office Address Facsimile_____
City State Zip_____
City State Zip_____
Associate Email Address_____
Listing Associate's Email Address_____
Selling Associate Telephone_____
Selling Associate's Office Address Facsimile_____
City State Zip_____
Selling Associate's Email Address

Listing Broker has agreed to pay Other Broker of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐ Contract and ☐ \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent: _____ Date: _____

By: _____ Email Address: _____

Address

Telephone: () _____

City State Zip

Facsimile: () _____

Addendum for Seller Land Use Restrictions

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY:

PROPERTY: 342.84 acres in City of Rio Grande City, County of Starr, Texas, known as Rio Vista Commercial Development Phase 1 and that portion of Phase 2 on the north side of Rio Vista Blvd., generally located west of F.M. 755 and along Rio Vista Blvd. and as further described on the attached exhibits together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships and subject to Seller land use restrictions (the Property).

Preamble:

Seller Land Use Restrictions are necessary to preserve the intent of the Rio Vista Commercial Development Master Plan to create a destination for a regional market that includes entertainment, leisure activities, a wide range of commercial and retail shopping venues and services to attract a broad market base. The goal is to create significant traffic within the development that will foster cross-over opportunities for the visitor can take advantage of the offering while on their one trip. The appeal of the Master Plan attractions and services can be effective if all the elements are established. A departure from the Master Plan can devalue those elements already established and negatively reduce the mutually beneficial draw of the planned destination creation.

Buyer be aware:

The Rio Vista Commercial Development Master Plan shows and lists sites for casinos in anticipation of passage and implementation of legalized casinos on other than reservation lands. A buyer **must** investigate the legal status of this legislation **on their own and draw their own conclusions and opinions** on whether this legislative action will or will not be passed and enacted and not rely on the ability to build or operate a casino within the development. DOG Development, LLC does not make any warranty, guarantee or assurance that casinos will be allowed within the Rio Vista Commercial Development and by designating potential site for casinos does not imply such will be possible now or at any time in the future. The sites shown and listed as casinos can be used for other commercial land uses, if no law is enacted allowing for the construction or operation of casinos for gaming within the Rio Vista Commercial Development.

The following are list of the land uses permitted in various sections of the Rio Vista Commercial Development. The listings show the acceptable parcel land use, number of units (i.e. condominiums units) and approximate number of acres.

All acres shown in the listings and on the Master plan are approximate and subject to survey.

Master Plan deviations:

All planned uses that do not conform to the Rio Vista Commercial Development Master Plan site specifics or acceptable uses must be submitted in writing for prior written approval to DOG Development, LLC. A Request for Deviation from the Master Plan must include a plan review fee of \$2,000.00 USD.

A Request for Deviation from the Master Plan must include but is not limited to the following information the planned land use, specific site location, detailed description of the planned land use, building structures including site plan, elevations, materials to be used, numbers of jobs to be created, projected sales, list of hazardous materials to be used or stored on site, mitigating facilities for the disposal of hazardous materials, an explanation on the reasons for the deviation including pros and cons between the Master Plan use and the deviation use.

DOG Development, LLC will review the information submitted and within 30 days make a request for additional information needed to complete their review. DOG Development, LLC will within 60 days of the complete submittal of the Request for Deviation from the Master Plan and accompanying information notice land owner of it decision on whether the deviation is acceptable, unacceptable and rejected or make recommendation on what alterations in the planned use information submitted would make the deviated use acceptable.

The land owner may follow the recommendations on alterations and resubmit within 60 days of the receipt of the recommended alterations for reconsideration and a \$1,000.00 USD resubmittal fee. DOG Development, LLC will notify the land owner within 30 days of the receipt of the resubmittal. DOG Development, LLC decisions on the acceptability of deviations from the Rio Vista Commercial Development Master Plan are final and are at the sole discretion of DOG Development, LLC.

A land owner failing to request and receive prior written approval of a deviation from the Rio Vista Commercial Development Master Plan herein waives any rights to legal action against DOG Development, LLC, shall remove the deviated land use within 30 days of a notice to cease and decess, be subject to liens in an amount equal to 200% of the cost to remove the unapproved deviated facilities including but not limited to hazardous waste disposal, legal costs, demolition and removal of all materials, and DOG Development, LLC direct and indirect costs.

List of Land Uses:

Additional Acres	Market Place
Amphitheater	Mausoleum
Car Sales	Medical Office / Pharmacy
Casino (subject to enactment of appropriate laws)	Multi-Purpose Arena
Commercial/Retail*	Regional Shopping Mall***
Condos	Retail*
Drag Strip - Auto Racing	RV Park
High Rise Hotel	Theme Amusement Park
Hospital	Theme Park - Parking
Light Industrial**	Water Park
Low-Rise Motel	Roadways

*Commercial/Retail land uses include but are not limited to Office Space, Financial Banks, Restaurants including Upscale Dining, Sports Bar & Grill, Family Style including Buffets, Fast Food, Retail Shops, Beauty Salons, Gas Stations & Convenience Stores, Strip Malls, Dry Cleaners & Laundry Services, and Grocery Market Centers.

**Light Industrial uses include but are not limited to electronic assembly, machine shops, manufacturing of parts and assemblies for aerospace, automotive, machinery including slot machines, plastics, except do not include smoke stack industrial uses that produce atmospheric or watershed pollution.

***Regional Shopping Mall includes but is not limited to uses including Retail Outlets, Bowling Alley, Family Fun Center-Mini Golf-Go Carts-Arcade-Bumper Boats-Batting Cage, Movie Theater, Financial Banks, Gas Station & Convenience Store, Restaurants including Upscale Dining, Sports Bar & Grill, Family Style including Buffets and Fast Food.

Rio Vista Commercial Development

Master Plan - Phase 1 - Northside of Rio Vista Blvd.	No. of Units	Acres
Car Sales	4	4.55
Retail		4.67
Commercial/Retail*		14.89
Roadways		0.63
Phase 1 - Northside Total		24.74

Rio Vista Commercial Development

Master Plan - Phase 1 - Southside of Rio Vista Blvd.	No. of Units	Acres
Hospital	1	8.34
Medical Office / Pharmacy		4.91
Market Place	1	12.20
Casino (subject to enactment of appropriate laws)	1	5.34
Low-Rise Motel	1	3.43
Commercial/Retail*		17.61
Phase 1 - Southside Total		51.83
Roadways		4.03
Phase 1 - Southside Total		55.86
Additional Acres		18.00
Phase 1 - Southside & Addt'l Acres Total		73.86

Rio Vista Commercial Development

Master Plan - Phase 2 - Northside of Rio Vista Blvd.	No. of Units	Acres
Theme Amusement Park		50.00
Water Park		16.00
Theme Park - Parking		16.84
High Rise Hotel	1	3.72
Low-Rise Motel	1	2.25
Casino (subject to enactment of appropriate laws)	1	4.62
Casino (subject to enactment of appropriate laws)	1	5.46
Drag Strip - Auto Racing		48.85
Mausoleum		5.65
Commercial/Retail*		41.00
Light Industrial**		29.21
Condos (19 units per ac. – approx. # of units)	420	14.00
RV Park (20 units per ac. – approx.. # of units)	508	25.52
Roadways		3.15
Phase 2 - Northside Total		266.27

Seller retains 140.18 Acres in Phase 2 - South side

Rio Vista Commercial Development

Master Plan - Phase 2 - Southside of Rio Vista Blvd.	No. of Units	Acres
Regional Shopping Mall***	1	43.28
Multi-Purpose Arena	1	9.98
Amphitheater	1	3.00
High Rise Hotel	1	1.91
Casino (subject to enactment of appropriate laws)	1	2.56
High Rise Hotel	1	6.00
Casino (subject to enactment of appropriate laws)	1	5.06
Low-Rise Motel	1	3.46
Commercial/Retail*	1	45.80
Roadways		19.13
Phase 2 - Southside Total		140.18

DOG DEVELOPMENT, LLC
RIO GRANDE CITY, TEXAS
DARIO GARZA
(956) 208-0810

**Phase 1 -
Northside**

Phase 2 - Southside

**Phase 1 -
Southside**