

STATE OF TEXAS

COUNTY OF BEXAR

FIRST AMENDMENT TO BASIC FIRE SERVICES AGREEMENT

This First Amendment to Basic Fire Services Agreement (hereinafter referred to as “Amendment”) is made and entered into by and between the City of San Antonio (hereinafter referred to as “CITY”), a Texas Municipal Corporation, acting by and through its City Manager or designee, pursuant to Ordinance No. _____ dated _____, 201__, and Texas Research and Technology Foundation (hereinafter referred to as “TRTF”), a non-profit foundation formed under the laws of the State of Texas, acting by and through its Executive Director hereto duly authorized; (collectively, the “Parties”).

The Parties hereto agree and are bound by the following amendments to the terms of the original Basic Fire Services Agreement (the “Agreement”) approved by Ordinance No. 2010-12-09-1046, dated December 9, 2010; except as noted, all other terms remain binding and unchanged:

- I. The first recital contained within the Agreement is amended and replaced in its entirety with the following paragraph:*

WHEREAS, TRTF is the current owner of an approximately 501.34 acre tract of land situated in Bexar and Medina Counties, Texas, which is more particularly described in Attachment I hereto, hereinafter referred to as the “Property”) and which is located within the extraterritorial jurisdiction of the City of San Antonio, as that term is defined in Section 42.021 Extent of Extraterritorial Jurisdiction, Local Government Code, V.A.T.C.S., and has been designated the TRTF Industrial District by CITY ordinance; and

- II. Section 3 within the Agreement is amended to add Paragraph E to read as follows:*

E. No Uses permitted in the I-2 zoning district in accordance with Table 311-2 Non Residential Use Matrix, of the City of San Antonio Unified Development Code, shall be permitted within 1000 feet of planned or developed residential uses, except that Biomedical Manufacturing Uses may be permitted.

- III. Section 5 within the Agreement is amended and replaced in its entirety to read as follows:*

SECTION 5. Subject to Section 3 of this Agreement, TRTF agrees that the Property will be for the exclusive use of industry consistent with CITY’s Tax Abatement Guidelines and Criteria and Unified Development Code.

IV. Attachment I referenced and contained within the Agreement is amended and replaced in its entirety with the document attached hereto and included herein for all purposes as Attachment I. For purposes of reference only, the document includes:

Attachment I – the “Property”.

TRTF agrees to file a copy of this Amendment, its attachment and authorizing Ordinance, within five (5) days of Amendment execution, in the Real Property Records of Bexar County, at TRTF’s own expense, and remit a copy of the certificate of this filing to City’s EDD Director within ten (10) days of such filing.

EXECUTED in triplicate, each of which shall constitute an Original, this ____th day of _____, 201__.

CITY OF SAN ANTONIO

TEXAS RESEARCH AND
TECHNOLOGY FOUNDATION

Carlos J. Contreras, III
Assistant City Manager

York Duncan
Executive Director

ATTEST:

ATTEST:

Leticia Vacek
City Clerk

Name: _____
Title: _____

APPROVED AS TO FORM:

Leslie O. Haby
Assistant City Attorney

ATTACHMENT I
Property

DRAFT