

**GALLAGHER TRACT SPECIAL DISTRICT
DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”) is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as “City”); and **Gallagher Concourse LP, Ltd., a Texas Limited Partnership, D-W 381 Partners, LLC**, a Texas Limited Liability Company, and **Goldfinch Farms, LLC**, a Texas Limited Liability Company (collectively and hereinafter referred to as “Owners”) to be effective on _____, 20____ (the “Effective Date”). City and Owners shall hereinafter be collectively referred to as “Parties” or in the singular as “Party.”

RECITALS

WHEREAS, the Owners own approximately 667.79 acres of land generally located at the southwest intersection of Tamaron Valley and Legend Falls (the “Property”), which traverses Bexar and Medina Counties, commonly referred to as the “Gallagher Tract” and which is more particularly described by metes and bounds in **Exhibit “A”** and **Exhibit “B”** attached hereto and incorporated herein by reference, all of said 667.79 acres are located within the extraterritorial jurisdiction (“ETJ”) of the City as of the Effective Date; and

WHEREAS, the Owners intend to create a fresh water supply district (FWSD) pursuant to Chapters 49 and 53 of the Texas Water Code, as amended, and Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution that will consist of approximately 625.348 acres wholly located in Medina County; and subsequent to creation of the FWSD, the Owners intend for the FWSD to be converted to a water control and improvement district (WCID); and

WHEREAS, once the FWSD is converted to a WCID, the owners intend that the WCID will annex the remaining approximately 42.442 acres of the Property, resulting in the total acreage of the WCID being approximately 667.79 acres; and

WHEREAS, the Owners own or control the Property, and upon the creation of the FWSD and subsequent conversion to the WCID, Medina Revitalization Initiative, LLC, a Texas Limited Liability Company (the “Developer”) proposes to purchase the Property and intends to develop the “Project” (as further described herein); and

WHEREAS, the Parties acknowledge that the map and Master Development Plan exhibits attached to this Agreement are preliminary in nature and subject to change as planning for the Project develops; and

WHEREAS, in order to provide for the development of the Property in a manner that promotes uniform, controlled, and sustainable growth and protects the general health, safety, and welfare of persons residing in and adjacent to the City, the Parties desire to enter into this Agreement pursuant to Subchapter G of Chapter 212 of the Code, Section 212.172, et. sec., to reflect that in consideration of Owner’s agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City will agree to consent to (1) the establishment of the FWSD and WCID (hereafter collectively referred to as “District”) within the City’s extraterritorial jurisdiction (“ETJ”) and the inclusion of the Property therein, (2) to the District’s exercise of the powers granted by Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and applicable chapters of the Texas

Water Code including Chapters 49, 51, and 53, as amended; but the City's consent does not include the powers to exercise eminent domain or exclusion of property from the District; and

WHEREAS, it is the Parties' intent that the City enter into a Strategic Partnership Agreement ("SPA") with the District pursuant to Section 43.0751 of the Texas Local Government Code, which in addition to the terms of this Agreement regarding annexation, will govern the terms of limited and full purpose annexation of property within the District as well as sales and use tax to be imposed by the City, a percentage of which will be shared according to the terms of the SPA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties now wish to enter into this Agreement and agree as follows:

I. DEFINITIONS

1.1 "Agreement" shall mean this document executed by the City and the Owners which may be amended from time to time, pursuant to the provisions contained herein.

1.2 "Annexation Area" shall mean the area that the City determines in its sole discretion to annex in accordance with this Agreement up to and including the entire District Property.

1.3 "City" shall have the meaning specified above.

1.4 "City Code" shall mean the City of San Antonio's Code of Ordinances.

1.5 "Code" shall mean the Texas Local Government Code, as amended.

1.6 "Developer" shall have the meaning specified above.

1.7 "Director" shall mean the Director of the Department of Planning.

1.8 "District" shall mean the approximately 625.348 acre fresh water supply district proposed in Developer's petition for consent to creation of the Gallagher Tract Special District filed with the City on November 9, 2020, as well as the approximately 42.442 acres to be annexed subsequent to conversion from the fresh water supply district to the water control improvement district, and which collectively includes the District Property.

1.9 "District Property" shall refer to approximately 667.79 acres of property comprising the District. The District Property is more particularly described and illustrated in **Exhibits "A"** and **"B"** which are incorporated herein for all purposes.

1.10 "Effective Date" shall have the meaning specified above.

1.11 "Offsite" shall mean any public improvements and infrastructure for the District Property which are not considered Onsite, and which may be designed and/or constructed (or caused to be designed and/or constructed) in conjunction with the development of the property adjacent to such Onsite (as hereinafter defined) public improvements and infrastructure, as further illustrated on

Exhibit “B” and as amended and necessary to support the MDP(s) and revisions thereto per Section 3.2 herein.

1.12 “Onsite” shall mean those certain public improvements and infrastructure within both the boundaries of the District Property and the MDP(s) for the District Property (and any subsequent MDP amendments thereto in accordance with Section 3.2 herein), which may be designed and/or constructed (or caused to be designed and/or constructed) in conjunction with the development of the property adjacent to such Onsite public improvements and infrastructure, as further illustrated on **Exhibit “B”**.

1.13 “Owners” shall have the meaning specified above and include any heirs, successors and assigns.

1.14 “Preliminary Master Development Plan” (“Preliminary MDP”) is the proposed plan of development for the Project, as depicted in **Exhibit “C”** attached hereto and incorporated herein for all purposes.

1.15 “Project” shall have the meaning specified in Section 3.1 of this Agreement, which may be amended from time to time in accordance with Section 3.2.

1.16 “UDC” shall mean the City’s Unified Development Code codified as Chapter 35 of the City’s Code of Ordinances.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

II. REPRESENTATIONS AND ACKNOWLEDGMENTS

2.1 The recitals set forth hereinabove are included here as if set out in full and are part of the conditions of this Agreement and binding on the Parties.

2.2 Owners represent to City that they are the owners of the proposed District Property.

2.3 Owners acknowledge that any improvements or contributions made to the proposed District Property in anticipation of payment or reimbursement from the District shall not be, nor construed to be, financial obligations of the City and City is not involved in the creation of the District or is in any other way required or obligated to perform any actions, contribute any funds or resources or otherwise participate in the establishment of the District, except as provided in this Agreement.

2.4 Owners acknowledge that the City’s consent, described in Section 4.1 below, is for the boundaries of the District, as described and depicted in **Exhibits “A”** and **“B”** that are attached hereto and for the Project.

III. THE PROJECT & PUBLIC INFRASTRUCTURE

3.1 The Project consists of certain proposed public infrastructure on the District Property, as further described in the Proposed Infrastructure Improvements Summary and the Preliminary MDP, collectively attached hereto as **Exhibit “C.”**

3.2 The Project may be amended from time to time through any applicable master development plan (“MDP”) process currently outlined in the City’s UDC with review and approval by the Director of the Development Services Department who reserves the right to exercise discretion with respect to any MDP review and approvals as afforded under the UDC.

IV. CONSIDERATION AND TERMS

4.1 In exchange for the Owners agreement to be bound by the terms of this Agreement, City consents to (1) the establishment of the District within the City’s ETJ and the inclusion of the District Property therein; (2) to the District’s exercise of the powers granted by Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and applicable chapters of the Texas Water Code including Chapters 49, 51, and 53, as amended; and (3) to the annexation of approximately 42.442 acres located in Bexar County by the District, but the City’s consent does not include the powers to exercise eminent domain or exclusion of property from the District.

4.2 The Parties agree and acknowledge that the Owners shall pay an Operations Fee in the amount of One Hundred Seventy-Five and No/100 (\$175.00) U.S. dollars per residential unit constructed as mutually verified by Owners and City staff and per multi-family unit within each phase of the Project which, subject to MDP amendment(s) provided for in this Agreement, in the Parties estimation amounts to approximately Four Hundred Forty-Six Thousand Nine Hundred Fifty and No/100 (\$446,950) U.S. dollars. Owners agree that the total estimated \$446,950 Operations Fee will be adjusted to apply to the total number of residential or multi-family units actually constructed as mutually verified by Owners and City staff. The Parties also agree that such Operations Fee is due at the time such single-family units and/or multi-family units (as applicable), have been finally platted, as evidenced by the public recordation of final plats for such number of units. Owners agree to revise the total estimated \$446,950 Operations Fee in accordance with this Agreement and any change in residential units. Owners further agree to pay all reimbursement costs to the City for recording this Agreement with the Real Property records of Medina and Bexar Counties, as required by the City.

4.3 The Parties agree that upon creation of the District and subject to approval of qualified voters in the District, an ad valorem tax is hereby authorized to be levied and imposed on all property owners within the District, but such ad valorem tax shall not exceed the City of San Antonio’s ad valorem tax rate assessed by the City within the City’s municipal boundaries.

4.4 **Strategic Partnership Agreement.** The Parties agree and acknowledge that Owners will cause the District to enter into a strategic partnership agreement (“SPA”) for the purpose of providing terms for limited and full purpose annexation, as applicable in the City’s sole discretion, but subject at all times to the terms and conditions of the SPA with respect to any such annexations, and imposing and collecting sales and use taxes within commercial use areas of the District, such SPA containing the terms set forth herein, a copy of which is attached to this

Agreement in substantial form as **Exhibit “D”**. In the event the District fails to enter into the SPA within twelve (12) months of execution of this Agreement, Owners agree that the Owners and/or developer of the District Property will not be entitled to reimbursement by the District for the construction of improvements necessary for the exercise of the District’s powers and duties of a road district and the power to provide water, wastewater or drainage facilities conferred under Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and applicable chapters of the Texas Water Code including Chapters 49, 51, and 53.

4.4.1 If the SPA is approved, Owners agree that the District will reimburse the City for costs associated with the limited purpose annexation (“LPA”) and implementing the SPA; including recording of the SPA in the Real Property Records of Medina and Bexar Counties, publications of public hearings, annexation ordinance, polling location notices for voters in LPA areas; and plan amendment and zoning for annexed land.

4.5 **Non-annexation.** The Parties agree that in exchange for Owners compliance with the terms of this Agreement for the entire term of the Agreement, City will continue the ETJ status of the District Property and defer annexation of the District Property for the term of this Agreement which shall not exceed thirty (30) years from the Agreement’s Effective Date.

4.6 **Voluntary Petition for Annexation.** The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the District Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 4.4 above, the City may exercise its right to annex the District Property or any portion thereof (the “Annexation Area”) in its sole discretion upon default of this Agreement by the Owners, subject to the provisions of Sections 7.3 and 7.4 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire District Property for limited or full purposes at any time.

4.6.1 The Parties agree and acknowledge that Section 4.6 of this Agreement applies only (i) at the end of the term or expiration of this Agreement and (ii) if no SPA covers all or a part of the District Property and the City opts to annex any portion of the proposed District Property pursuant to this Agreement. Section 4.6 shall not apply to any portion of the District Property which is encumbered by a SPA and no voluntary petition for annexation shall extend to such District Property as long as an SPA exists for such property.

4.7 Owners agree that this voluntary petition and consent to annexation of the District Property may not be revoked and is intended to be and shall be binding upon the Owners as well as their successors and assigns in ownership of any right, title or interest in and to the District Property or any part thereof. Owners further agree that the City has the authority to annex the Property under Chapter 212 of the Code independently of Chapter 43 of the Code and that such authority may be exercised regardless of the procedural requirements of Chapter 43 of the Code.

4.8 **Waiver.** To the extent authorized by state and local laws, the Parties agree that the

City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Code that are required when annexing property under that subchapter. Owners agree that the Owners shall not oppose any action taken by the City to annex the Annexation Area under this Agreement or under Subchapter C-3 of Chapter 43 of the Code.

4.9 All covenants, agreements and terms contained herein obligating Owners shall run with the land and shall hereafter bind their successors and assigns and all future owners of properties located within the District Property contained therein, including all parts of the Annexation Area.

4.10 The following language shall be included in each deed or lease of any real property located within the District Property, or by separate document that is recorded, which is executed after the Effective Date of this Agreement:

“This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 4.6 of the Development Agreement, executed on _____, 2021, and recorded in the deed records of Bexar County under Bexar County Document No. [_____] which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

Further, this (conveyance or lease, as applicable) is made and accepted subject to the development rules, regulations and ordinances of the City of San Antonio applicable to properties in the City’s extraterritorial jurisdiction as described in the Development Agreement. Acceptance of this conveyance or lease, as applicable, shall evidence consent and agreement to such developmental standards, rules and regulations which may be relied upon by the City as a beneficiary of your consent and agreement.”

4.11 Subject to Section 5.1.1 herein or unless provided for otherwise in this Agreement, Owners agree that they will comply with all applicable municipal rules, regulations, orders, ordinances and other local laws applicable to all properties within the City’s ETJ, during all phases of development and construction of the Project and during the term of this Agreement.

4.12 Owners shall provide City with the proposed language to be placed on the ballot for any election to be held pertaining to the creation or confirmation of the District and the imposition of any taxes to be assessed within the District within ninety (90) days from the date of the election.

V. DEVELOPMENT STANDARDS

5.1 Owners agree to comply with the development standards on the District Property as follows:

5.1.1 UDC: Except as otherwise provided herein, Owners agree to comply with the provisions of the UDC applicable to properties in the ETJ, excluding any provisions or building standards triggered by the City's zoning regulations, including but not limited to, setbacks, buffers, and parking requirements.

5.1.2 Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that City building permit applications, fees, and inspections shall not be required for any single-family residential lots within the District Property. In the event of a change in law that provides the city with the right to require building permits, fees, and inspections for properties in the City's ETJ, this section shall no longer apply as of the effective date of that change in law.

5.1.3 Connectivity: Single-family residential subdivisions developed within the District Property will comply with the street connectivity ratio as outlined in the UDC.

5.1.4 Single-Family Residential Access Points: Owners agree to provide increased road network access points for single-family residential subdivisions within the District Property which are located within fire and flood prone areas.

5.1.5 Solid Waste Infrastructure Standards: Owners agree to construct, as applicable, infrastructure within the District Property pursuant to Chapters 14 and 35 of the City Code, including the City's Solid Waste Management Department standards as stated in Development Services Department Information Bulletin 576. Subject to the provisions herein in Article VI – Written Agreement Regarding Services pertaining to properties in the Annexation Area, nothing in this Agreement shall require Owners to enter into a contract with the City to provide solid waste collection services.

5.1.6 Major Thoroughfare: As per the UDC, Owners may design/construct (or cause to be designed/constructed) roads and rights-of-way shown on the City's Major Thoroughfare Plan ("MTP"). Owners reserve the right to re-configure, or cause the reconfiguration of, roadway alignments as required to develop the District Property, which will be administered through MDP amendment(s) in accordance with Section 3.2 and/or through the City's process for amending the MTP, as applicable.

5.1.7 2010 Tree Ordinance: The requirements of the City's 2010 Tree Ordinance will apply to the development of the District Property.

5.2 Waiver of Vested Right: The Parties agree and acknowledge that this Agreement shall extinguish any vested right acquired prior to the Effective Date of this Agreement, as applicable to the District Property; however this Agreement shall not adversely affect, alter, or extinguish any vested right that Owners, or Owners' successors or assigns, may acquire with respect to the District Property subsequent to the Effective Date of this Agreement, nor shall this Agreement limit the prospective use of any vested right acquired subsequent to the Effective Date of this Agreement.

5.3 Chapter 245 Permit: Notwithstanding any provisions herein to the contrary, and pursuant to Section 5.2, the Parties agree and acknowledge that, in accordance with Section 212.172(g)

of the Code, this Development Agreement constitutes a permit under Chapter 245 of the Code.

5.4 Owners shall provide annual updates on the progress of the Project no later than January 30th of each year. The updates shall include development activity within the District Property and, if applicable, include the following:

- a. Plat applications for all subdivisions submitted during the previous calendar year;
- b. Development documents and permits required by the UDC;
- c. Built-out percentages for single family, multifamily, commercial areas and any recalculations of build-out expectations;
- d. Construction updates (noting percentage completion of infrastructure and improvements);
- e. Number of residential units built to date;
- f. Annual District revenue and expenditures; and
- g. All outstanding financial obligations, liabilities, and assets.

5.5 Military Protection Areas. For all properties within five (5) miles of a military installation, and if applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the UDC regulations applicable to Military Protection Areas.

5.6 If applicable to the District Property as of the Effective Date of this Agreement, Owner shall comply with the uses permitted in the Edwards Aquifer Recharge Zone District as referenced in Chapter 35 of the City Code.

5.7 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the San Antonio Recommended Plant List - All Suited to Xeriscape Planting Methods of UDC Appendix E.

5.8 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with park dedication requirements set out in the UDC.

5.9 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall protect and preserve any existing historical or archeological buildings, structures, sites, features or places.

5.10 Owners shall comply with Chapter 28 of the City Code – Signs.

5.11 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with Chapter 34 of the City Code – Water & Sewers, including compliance with Category 3 pollution prevention criteria.

5.12 Owners shall comply with the same streetlight standards applicable to all subdivisions within the City that are listed in Section 35-506 (i) of the UDC.

5.13 All public infrastructure, improvements and facilities provided by the District shall be constructed, maintained, and operated according to City and SAWS standards throughout the term of the Agreement and in accordance with applicable utility service agreements.

5.14 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the Military Lighting Overlay District regulations set forth in the UDC for all property within the District.

5.15 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the standards set forth in Chapter VI for Historic Preservation

VI. WRITTEN AGREEMENT REGARDING SERVICES

6.1 In the event the City annexes the Annexation Area pursuant to the terms of Section 5.3, the Parties agree that Article VI of this Agreement, shall constitute a Written Agreement Regarding Services required under Chapter 43, section 43.0672 of the Code; shall run with the land; and shall govern all municipal services to be provided to the Annexation Area. The City shall be under no further obligation to negotiate services with any subsequent owners of any property located or developed within the Annexation Area other than the services set forth herein, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the City limits within three (3) years after the date of annexation. The Agreement Regarding Services shall survive termination of this Agreement only to the extent the City annexes the Annexation Area pursuant to this Agreement.

In general, this Agreement Regarding Services includes three service components: *(1) Annexation Service Requirements, (2) Additional Services, and (3) a Capital Improvement Program.* The Parties agree that providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public and private non-profit service organizations to provide such services by contract in whole or in part. It may also include separate agreements with associations or similar entities. Services shall be provided and fees shall be assessed in accordance with the City's Code of Ordinances, as may be amended.

6.2 **Annexation Service Requirements.** The following services will be provided in the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted.

6.2.1 **Police Protection.** The San Antonio Police Department ("SAPD") will provide protection and law enforcement services in the Annexation Area within the time frame established in section 6.1.

These services include:

- Routine patrols and responses;
- Handling of complaints and incident reports;
- Special units, such as traffic enforcement, criminal investigations, covert operations, K-9 Unit, Family Assistance Crisis Teams, Bomb Squad, and Special Weapons and Tactics Team; and
- Any other services or programs provided to the citizens of San Antonio at the time of annexation.

The Annexation Area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed twenty-four (24) hours a day, seven (7) days a week, and to maintain an average response time. SAPD San Antonio Fear Free Environment Unit officers will be available to meet as requested to discuss police issues.

Police Substations are responsible for a Patrol “Service Area,” under the command of a Captain. These Service Areas are divided into Patrol Sections. The Patrol Sections, with supervisory responsibilities assigned to Sergeants, are divided into “Patrol Districts.” The “Patrol Districts” are geographically defined areas established for several reasons, including but not limited to:

- Serving as a manpower distribution tool based on call volume, population, area size, and geographic variables;
- Providing a means of establishing primary responsibility to individual officers, during their tour of duty, for various activities within a specific geographic area; and
- Providing an efficient and effective means of assigning, identifying, and locating officers, within a generalized area, using currently available technology.

The Annexation Area will be served by the substation assigned to that geographic area. There is no specific number of officers that can be assigned to a patrol district. Patrol districts are staffed with at least one officer, twenty-four (24) hours a day, seven (7) days a week. Many times, multiple officers are assigned to single districts.

Police services are initiated by on-sight officer activity, citizen requests, and any other means available. The most common means by which officers receive their assignments is through direct supervisory command and radio/computer transmissions by police dispatchers.

6.2.2 Fire Protection and Emergency Medical Service (“EMS”). The San Antonio Fire Department (“SAFD”) will provide fire protection services and EMS service. Service will be provided through the use of fire engines, ladder trucks, full-time and peak period EMS ambulances, Medical Officers, and Chief Officers. SAFD will be providing fire protection and EMS from the station assigned to that geographic area.

6.2.3 Solid Waste Collection Services. Solid Waste Collection services are provided and fees are assessed in accordance with Chapter 14 of the City’ Code of Ordinances, as may be amended. Fees for services are assessed monthly on CPS Energy Utility bills. If private collection services are used, the City solid waste fees will not be assessed.

6.2.3.1 Commercial Solid Waste Services. The City’s Commercial collection for garbage are available on a case by case basis for qualifying businesses in a manner similar to residential services. Bulky item, brush and bagged leaf collections are not provided to businesses. If the City-provided commercial service is not desired, businesses may utilize private service providers.

6.2.4 Operation and Maintenance of Water and Wastewater Facilities. If, at the time of annexation, the Annexation Area is not being provided with water and wastewater service, the San Antonio Water System (“SAWS”) will extend water and wastewater service to the Annexation Area at the request of a resident pursuant to SAWS policies regarding extensions of service. SAWS will provide water and wastewater service in accordance with standard SAWS policies and procedures.

6.2.5 Operation and Maintenance of Roads and Streets, including Street Lighting. The Public Works Department (“PWD”), or other applicable department as designated by the City, is responsible for the maintenance and repair of streets, bridges, alleys, and related infrastructure within the City’s jurisdiction. Curbs, sidewalks, driveway approaches, curb ramps, and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act standards. Service requests or community concerns for TCI’s response, such as pothole and base and pavement repairs are initiated through the City’s 311 call center or online services. These services include:

- Emergency Pavement Repair;
- Street Base and Pavement Repair;
- Preventative Street Maintenance;
- Guard Post and Guard Rail Maintenance;
- De-icing and Snow Removal Services;
- Neighborhood Access and Mobility Program;
- Emergency Street Closure Services; and
- Street Re-striping and Marking Services

Infrastructure Management Program (IMP) is a five (5) year rolling program, which focuses on the maintenance of the City infrastructure. Service needs are identified city-wide and are scheduled for street maintenance, alley maintenance, drainage maintenance, sidewalks, traffic signals, pavement marking, and Advance Transportation District (ATD) projects. The IMP provides the City a structured program schedule, potential for additional multiple year contract awards and improved utility coordination. During the budget process for each fiscal year of the City, the IMP is presented to City Council for approval. Amendments may occur throughout the year due to coordination with utilities or unforeseen conditions, such as inclement weather. The goal of the IMP is to provide the best possible maintenance for the City.

6.2.6 Transportation Systems Management & Operations. If necessary, PWD will provide regulatory signage services. Traffic signal stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. “Call back” service is provided twenty-four (24) hours a day, three hundred sixty-five (365) days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City’s 311 Call Center.

6.2.7 Storm Water Utility. The Storm Water Utility is housed within the PWD Department. The Storm Water Utility is responsible for drainage services as well as the

installation, operation, and maintenance of drainage infrastructure throughout San Antonio.

The Storm Water Utility Fee is intended to cover capital and maintenance expenses associated with drainage projects and fund operational services related to the Municipal Separate Storm Sewer System (MS4) Permit as required by Federal regulations. More information about the storm water rate plan is available at <https://www.sanantonio.gov/PublicWorks/Projects/Storm-Water-Fee>.

The Storm Water Utility Fee is billed by SAWS on behalf of the City. Services are currently provided by the SAWS, in accordance with the SAWS's approved business plan and as limited by applicable codes, laws, ordinances, and special agreements. Storm Water Utility Fees will be assessed for the subject property.

6.2.8 Street Lighting. The planning of public streetlights is coordinated by the City's Development Services Department ("DSD"). CPS Energy will maintain public street lighting in accordance with City's policies. The City assumes the cost of electricity for public streetlights.

6.2.9 Operation and Maintenance of Parks, Playgrounds and Swimming Pools. Maintenance responsibilities for municipally owned parks, playgrounds, and swimming pools are the responsibility of the City. Any proposed or existing privately-owned parks, playgrounds, swimming pools, recreational facilities, and common spaces in the Annexation Area are the responsibility of the property owner(s).

6.2.10 Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service. Should the City acquire any other facilities, buildings, or services necessary for municipal services for the Annexation Area, an appropriate City department will provide maintenance services for them.

6.3 Additional Services. Certain services, in addition to the above services, will be provided within the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted. They are as follows:

6.3.1 Code Compliance. The Code Compliance Division of DSD enforces the City codes and regulations to protect the health, safety and general welfare of the community. Current enforcement is provided to the following and is not limited to:

- Vacant dangerous premises and structures;
- Junked vehicles;
- Weeded vacant lots;
- Zoning UDC;
- Property maintenance;
- Minimum housing, including unsanitary premises;
- Front yard parking;
- Alley and right-of-way violations;
- Monthly inspections of salvage/junk yards;
- Monitoring and enforcing materials received at salvage/junk yards;
- Enforcement of garage sale permits; and

- The Code and ordinances enforced by DSD are subject to changes by the City Council.

6.3.2 Building and Other Permits. Incomplete construction must obtain building permits from DSD in accordance with the City codes. Incomplete construction implies that final inspections have not been conducted and approved. For new commercial construction, incomplete construction indicates approved final inspections for building, mechanical, plumbing, electric, fire, traffic, drainage, sidewalks, irrigation inspections have not been obtained. Other field inspections may be applicable for new commercial construction depending on the specific use and/or location of the Project. Any required permits, including, but not limited to, building, trade, and sign permits may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, Texas. In addition, as part of the permitting process, applicant will be required to adhere to the City’s Tree and Landscape requirements. A one-stop development service counter has been created to assist the public with any development questions that relate to building, planning and TCI issues.

6.3.3 Certificate of Occupancy. New and existing businesses must obtain a Certificate of Occupancy and related inspections required by the City code from DSD and San Antonio Metropolitan Health District. In accordance with the adopted Building Code, no person may occupy a building or a space without first obtaining a Certificate of Occupancy. Certificates of Occupancy may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, Texas.

6.3.4 Library Services. The nearest library services to the Annexation Area can be identified through the web address www.mysapl.org/digital.

The San Antonio Public Library locations provide the following services:

- Library materials for adults, young adults and children including books, periodicals, compact disks, DVD, videos, audio books, and electronic books;
- Programming for adults, young adults and children such as regularly scheduled story time;
- Book discussion groups and other topics of interest to the community; and
- Access to the website, databases and other computer programs, is available seven days a week through the web address www.mysapl.org/digital.

Professional staff is available to assist library customers with reference and reader's advisory questions and public meeting room space are available. More information is available at the San Antonio Public Library Website: www.mysapl.org.

6.3.5 Health Department Services. The San Antonio Metropolitan Health District (“SAMHD”) currently provides certain public health services, including dental screening and treatment, communicable disease control, emergency preparedness and response, and health education to persons residing in the Annexation Area through an inter-local agreement with Bexar County-University Health Systems. Upon full purpose annexation the following additional services will become available:

- Investigation of public health related complaints including food borne illness, recreational water quality, and public swimming pools and spas, and investigation of toxic exposures;
- Permitting and routine sanitation inspections of food establishments, schools, day cares, swimming pools and mobile living parks;
- Enforcement of the City's smoking ordinance in public places;
- Investigation of reported elevated Blood Lead Levels in children;
- Access to community health clinics; and
- Medical Assistance Program benefits.

SAMHD will provide additional services for oversight of day care centers, semi-public swimming pools, air quality permits, and livestock issues.

6.3.6 Animal Care Services. The Annexation Area will receive the same level of service as within the City Limits of the City. These services include, but may not be limited to, animal enforcement and control, educational and public outreach, low cost animal related resources such as microchips and spay/neuter services, and community cat program services.

6.3.7 Other Services. The City Departments with jurisdiction in the Annexation Area will provide services according to City policy and procedures.

6.4 Capital Improvements Program. The City will initiate the construction of capital improvements as may be necessary for providing municipal services. The timing for the construction of capital projects that may be necessary for the delivery of municipal services will be done in accordance with the requirements of Subchapter C of Chapter 43, of the Code.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

6.4.1 Police Protection. No capital improvements are necessary at this time to provide police services.

6.4.2 Fire Protection. No capital improvements are necessary at this time to provide fire services.

6.4.3 Emergency Medical Service. No capital improvements are necessary at this time to provide EMS services.

6.4.4 Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services.

6.4.5 Roads and Streets. No newly constructed road or street related capital improvements are necessary at this time to provide services. The City will assume maintenance responsibilities for all public streets.

6.4.6 **Parks, Playgrounds and Swimming Pools.** No capital improvements are necessary at this time to provide parks and recreation services.

6.4.7 **Library Services.** No capital improvements are necessary at this time.

6.4.8 **Capital Improvements Planning.** The Annexation Area will be included with other territory within the municipality in connection with planning for new or expanded facilities and/or services. All other capital improvements will be considered through the 6-Year Capital Budget that represents the City's long-range physical infrastructure development and improve plan. Major funding sources are General Obligation Bonds, Certificates of Obligation, Storm Water Revenue Bonds, and Community Development Block Grants as applicable. Capital projects are placed in inventory by the City Council representative through input from community and neighborhood associations, other public processes, and comprehensive planning processes.

6.5 This Article VI in no way prohibits the City from amending any or modifying any of the above programs or services in accordance with the police, legislative, and regulatory power of the City. Any such changes in services that apply to all properties for which the above services are provided shall apply to all property annexed pursuant to this Agreement.

VII. DEFAULT

7.1 Subject to Sections 7.3 and 7.4 below, Owners shall be declared in "Default" of this Agreement if Owners violate or cause a violation of any rules, regulations, orders, ordinances, or other laws that are applicable to the District Property, as described herein, during the term of this Agreement.

7.2 Subject to Sections 7.3 and 7.4 below, a Party shall be declared in "Default" if a material breach occurs of any covenant, obligation, or provisions of this Agreement.

7.3 Notwithstanding any provision to the contrary, no Party shall be declared in Default, under this Agreement and subject to the remedies available to the non-defaulting party, as set forth herein, until written notice of Default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the Default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the Default (the "Cure Period"). Additionally, no Party shall be declared in Default under this Agreement, if, within the Cure Period, the defaulting Party has commenced in a commercially reasonable manner to remove or cure such alleged default, provided that, in the event the alleged default cannot reasonably be removed or cured within the Cure Period, the defaulting Party shall provide the non-defaulting party a commercially reasonable written timeline for removing or curing such alleged default and the Parties shall thereafter enter into a written agreement extending the Cure Period to a timeframe consistent with such timeline; such written agreement shall be subject to the administrative approval of the City Manager's designee and shall not be unreasonably withheld, conditioned, or delayed by either Party. The Cure Period may be additionally extended by written agreement of the Parties and shall be subject to approval of the City Council.

7.4 The duties of a Party to observe or perform any of the provisions of this Agreement, on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay, or stoppage due to causes beyond the control of the applicable Party, including reason of

pandemic, epidemic, strikes, civil riots, war, invasion, fire or other casualty, or Acts of God.

VIII. REMEDIES

8.1 Upon the occurrence of Default by Owners, the defaulting party shall be subject to the enforcement provisions set forth in Chapter 35, Article IV – Procedures, Division 11. – Enforcement, Sec. 35-491, as amended, of the City’s Code as well as all civil remedies provided by law.

8.2 Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance. Additionally, upon the occurrence of Default by Owners (subject however to all notice and cure provisions provided herein), the City may proceed with voluntary annexation of the District Property as provided in this Agreement.

8.3 No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

8.4 The Parties hereto expressly agree that, in the event of litigation, each Party hereby waives its right to payment of attorneys’ fees.

IX. NON-WAIVER

9.1 No course of dealing on the part of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or, privilege owing under this Agreement.

X. ASSIGNMENT

10.1 All covenants and agreements contained herein by the City shall bind its successors and assigns and shall inure to the benefit of Owners and their successors and assigns.

10.2 This Agreement (including the duties, rights and obligations set forth herein) may not be assigned by Owners except for (a) the initial assignment from Owners to Developer of the duties, rights and obligations of this Agreement, as a result of the conveyance of the Property to Developer, (b) assignments to home builders, (c) assignments to individual single lot owners, and (d) as described in section 10.3 below, without the prior written consent of City and subject to approval by the City Council, as evidenced by passage of an ordinance. Except for the initial assignment of the duties, rights and obligations from Owners to Developer and assignments to home builders, individual single lot owners, and as described in section 10.3 below, any subsequent assignment by Owners shall only be done with the written consent of the City as evidenced by action of the City Council by ordinance. Upon the initial assignment of duties, rights and obligations under this Agreement by Owners to Developer as provided in this section, Owners shall be relieved of their rights and obligations under this Agreement occurring after this Agreement is assigned to Developer.

10.3 Notwithstanding Section 10.2, after the Project has been completed and the District Property has been developed, without prior written consent of the City and approval by City Council,

(a) all rights relating under this Agreement, including (without implied limitation) the right of non-annexation, shall run with the land and any subsequent owner, mortgagee, lessee or other party with an interest therein shall enjoy such rights; (b) if Owners possess or acquire any rights or entitlements with respect to the development of the Property and the construction of improvements thereon which run with all or a part the land, any subsequent owner, mortgagee, lessee, or other party with an interest therein shall automatically be a beneficiary of such rights and entitlements to the extent of such interest in such Property or portion thereof; and (c) Owners may collaterally assign their rights and obligations hereunder to any lender to which such party has granted a lien encumbering all or part of such Property.

XI. ENTIRE AGREEMENT

11.1 This written Agreement embodies the final and entire agreement between the Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.

11.2 The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein. Notwithstanding the foregoing however, the exhibits shall not constitute any binding commitment regarding, but not limited to, the final location of boundaries and improvements and infrastructure, such being of approximate location that may be amended from time to time by the Parties.

XII. AMENDMENTS

12.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected only by amendment, in writing, executed by the City and the owner of the portion of the property affected by the amendment and subject to approval by the City Council, as evidenced by passage of an ordinance.

XIII. SEVERABILITY

13.1 If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including but not limited to the charter, code, or ordinances of the City, then and in that event it is the intent of Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein. It is also the intent of Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XIV. INDEPENDENT CONTRACTORS

14.1 Owners covenant and agree that they are an independent contractor and are not an officer, agent, servant or employee of the City; that Owners shall have exclusive control of and exclusive rights to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of each party's officers, agents, employees, contractors, subcontractors, and consultants, except as where the City may enforce the provisions of

the City's Code of Ordinances; that the doctrine of "respondent superior" shall not apply as between the City and Owners, all officers, agents, employees, contractors, subcontractors, and consultants of Owners, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint ventures between the City and Owners. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance by Owners under this Agreement and that the Owners have no authority to bind the City.

XV. LEGAL AUTHORITY

15.1 The person(s) executing this Agreement on behalf of the respective Parties, represent, warrant, assure, and guarantee that they have full legal authority to (1) execute this Agreement on behalf of the respective Party, and (2) to bind the respective Party to all of the terms, conditions, provisions, and obligations herein contained.

XVI. VENUE AND GOVERNING LAW

16.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

16.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County.

XVII. PARTIES' REPRESENTATIONS

17.1 This Agreement has been jointly negotiated between the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

XVIII. NOTICE

18.1 All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed and may be given by (1) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; (2) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in clauses (a), (c) or (d), in which case notice shall be deemed delivered on the date of transmittal of the email with PDF attachment; (3) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery; or (4) United States certified mail, return receipt requested, postage prepaid, addressed to the addressee, in which case notice shall be deemed delivered three business days after deposit of such notice, postage prepaid, in a mailbox under the care, custody or control of the United States Postal Service. All notices, demands, and other communications shall be given to the Parties at the addresses set forth below, or at any other addresses that they have theretofore specified by written notice delivered in accordance herewith:

City: City of San Antonio

Attn: Bridgett White or
Director of the Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

Owners:

Gallagher Concourse LP, LTD.
Attention: Christopher C. Hill
President
5111 Broadway Street
San Antonio, Texas 78209

D-W 381 Partners, LLC
Attention: Paul Denham
Managing Member
4627 Emil Street
San Antonio, Texas 78219

Goldfinch Farms, LLC
Attention: Dean Williams
Manager
4627 Emil Street
San Antonio, Texas 78219

Developer:

Medina Revitalization Initiative, LLC
Attention: Gordon V. Hartman
1202 W. Bitters, Bldg. 1, Suite 1200
San Antonio, Texas 78216

With copies to:

Brown & Ortiz, P.C.
Attention: Daniel Ortiz
112 East Pecan Street, Suite 1360
San Antonio, Texas 78205

18.2 Each Party may change its address by written notice in accordance with this Article.

XIX. CAPTIONS

19.1 All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the Agreement between Parties hereto.

XX. UNINTENDED OMISSION

20.1 If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision of this Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence, or provision shall be supplied by inference.

XXI. COUNTERPARTS

21.1 This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

XXII. RECORDATION

22.1 This Agreement shall be recorded in the Real Property Records of Medina and Bexar Counties.

XXIII. TERM

23.1 The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date. The term may be extended upon mutual consent and written agreement between the Parties and subject to approval by the City Council, as evidenced by passage of an ordinance. The Parties agree to institute best efforts to renegotiate new provisions, as necessary, in the event the Agreement is extended beyond the initial thirty (30) year term.

23.2 The Parties agree that if all the Property is not conveyed from Owners to Developer, as contemplated in Section 10.2, within ninety (90) days from the Effective Date of this Agreement, (a) this Agreement shall terminate without any further action from the Parties, (b) the City's consent to the creation of the FWSD as provided in this Agreement is withdrawn and (c) the Parties are relieved of any further rights and obligations under this Agreement.

23.3 Notwithstanding any provision herein to the contrary, in the event that Medina County fails to create the FWSD within one hundred twenty (120) days from the Effective Date of this Agreement, the Parties agree and the Developer acknowledges that (a) the City's consent, as described in Section 4.1 above, is hereby withdrawn at that time; (b) this Agreement automatically terminates upon the expiration of one hundred twenty (120) days from the Effective Date without any further action from the Parties and the Parties are relieved of any further rights and obligations under this Agreement; and (c) this Agreement shall not serve as the City's consent to the Owners' or any subsequent owner or developer of the Property's creation of the FWSD or any other special district after the termination of this Agreement.

XXIV. FORCE MAJURE

24.1 If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of either Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the

extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term “force majeure”, as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy (including domestic and foreign terrorism), orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery pipelines or canals, partial or entire failure of water necessary for operation of the sewer system, or of the District to receive waste, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which are not within the control of either Party, which either Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the affected Party.

-Signatures on the Following Pages-

IN WITNESS THEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

CITY:

CITY OF SAN ANTONIO, TEXAS

ATTEST/SEAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

ACKNOWLEDGEMENT

State of Texas §

§

County of Bexar §

This instrument was acknowledged before me on this ____ day of _____, 2021 by _____, _____ of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Date: _____

Notary Public State of Texas
My Commission Expires: _____

IN WITNESS THEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date.

OWNERS:

GALLAGHER CONCOURSE, LP, LTD.,
a Texas limited partnership

By: Gallagher Concourse GP, LLC,
its General Partner

By: Gallagher Headquarters Ranch Development, Ltd.,
its Managing Member

By: Crockett Development, Inc.,
its General Partner

By: *Christopher C. Hill*
Christopher C. Hill
President

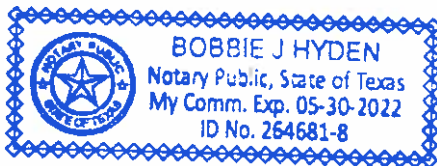
Date: *FEB 22, 2021*

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on the *22nd* day of *FEB*, 2021, by Christopher C. Hill, as President of GALLAGHER CONCOURSE, LP, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said company, in the capacity therein stated.

Bobbie J. Hyden
Notary Public, State of Texas
My Commission Expires: _____



GOLDFINCH FARMS, LLC,
a Texas limited liability company

By:


Dean Williams
Manager

Date:

02/12/2021

ACKNOWLEDGEMENT

STATE OF TEXAS

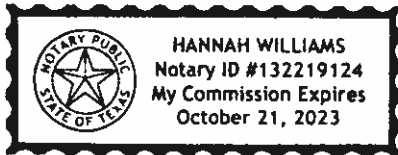
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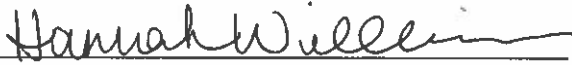
COUNTY OF BEXAR

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§

The foregoing instrument was acknowledged before me on the 12 day of February, 2021, by Dean Williams, as Manager of GOLDFINCH FARMS, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said company, in the capacity therein stated.




Notary Public, State of Texas
My Commission Expires: Oct. 21, 2023

D-W 381 PARTNERS, LLC,
a Texas limited liability company

By: 
Paul Denham
Managing Member

Date: 02/12/21

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on the 12 day of February, 2021, by Paul Denham, as Managing Member of D-W 381 PARTNERS, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said company, in the capacity therein stated.

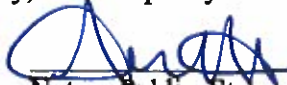

Notary Public, State of Texas
My Commission Expires: 12/05/2022



EXHIBIT "A"
METES AND BOUNDS DESCRIPTION



DESCRIPTION FOR 'TRACT A'
604.41 ACRES

A **604.41 acres** being comprised of a 504.75 acres tract of land partially situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County Texas, and partially situate in the Daniel Shipman Survey No. 31, Abstract No. 835, Medina County, Texas, and partially situate in the Beriana Sandoval Survey No. 40, Abstract No. 840, Medina County, Texas, said 604.41 acres being out of the Gallagher Concourse, LP, called 578.001 acre tract, recorded in Volume 630, Page 47, Official Records, Medina County, Texas (O.R.M.), and a 99.66 acres tract of land situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County, Texas, said 99.661 acres being the same D-W 381 Partners LLC called 99.657 acre tract, recorded in Document No. 2018008085, Public Records, Medina County, Texas (P.R.M.), said 604.41 acres being more fully described by metes and bounds as follows:

BEGINNING AT A found 1/2" iron rod with plastic cap stamped "GIBBONS" for the southwestern corner of said 504.75 acre tract, the northwestern corner of said 99.66, on the eastern Right-of- Way (ROW) of County Road (CR) 381;

THENCE, N06°00'35"W, along a westerly boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **1,801.40 feet** to found 1/2" iron rod plastic cap stamped "GIBBONS" for an interior corner of this tract and said 578.001 acre tract, an angle point of said CR 381;

THENCE, N32°16'06"W, continuing along a westerly boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **404.15 feet** to a found 1/2" iron rod with no identification for a western corner of this tract and said 578.001 acre tract, the southwest corner of the Rio Medina Acres Subd., recorded in Volume 7, Page 252, Record of Plats, Medina County, Texas, (R.P.M.);

THENCE, N57°40'54"E, along a northwestern boundary of this tract and said 578.001 acre tract, the southeastern boundary of said Rio Medina Acres Subd., a distance of **861.38 feet** to a found 1/2" with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said Rio Medina Acres Subd.;

THENCE, N00°13'42"E, along a western boundary of this tract and said 578.001 acre tract, the eastern boundary of said Rio Medina Acres Subd., a distance of **419.49 feet** to a found 1/2" rebar with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said Rio Medina Acres Subd.;

THENCE, N63°42'14"W, along a southwestern boundary of this tract and said 578.001 acre tract, the northeastern boundary of said Rio Medina Acres Subd., a distance of **1,860.84 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" (KFW), for a western corner of this tract and said 578.001 acre tract, the northern corner of said Rio Medina Acres Subd., on the eastern ROW of CR 381;

THENCE, N17°09'34"E, along a western boundary of this tract and said 578.001 acre tract, the eastern ROW of CR 381, a distance of **1,299.37 feet** to a found 1/2" iron rod with no identification for the northwestern corner of this tract and said 578.001 acre tract, the southwestern corner of the Ronald Biediger remainder of 39 acre tract, recorded in Document No. 2015008642, P.R.M.;

THENCE, S57°20'13"E, along a northeastern boundary of this tract and said 578.001 acre tract, the southwestern boundary of said remainder of 39 acre tract, a distance of **755.83 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, the southeast corner of said remainder of 39 acre tract, the southwest corner of the Theresa Stein Life Estate, Gary W. Stein called 181.6669 acre tract, recorded in Volume 2, Page 181, Official Public Records, Medina County, Texas (O.P.R.M.) and Volume 112, Page 668, O.P.R.M. ;

THENCE, along the northern boundary of this tract and said 578.001 acre tract, the southern boundary of said 181.6669 acre tract, the 4 following courses and distances:

1. **N86°43'38"E**, a distance of **669.33 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said 181.6669 acre tract;
2. **N35°53'06"E**, a distance of **999.82 feet** to a found 1/2" iron rod with no identification for an exterior corner of this tract and said 578.001 acre tract, an interior corner of said 181.6669 acre tract;
3. **N89°25'13"E**, a distance of **721.27 feet** to a to a found 1/2" iron rod with no identification for an interior corner of this tract and said 578.001 acre tract, an exterior corner of said 181.6669 acre tract;
4. **N46°53'00"E**, a distance of **1,239.00 feet** to a to a found 1/2" iron pipe with no identification for the northern most corner of this tract and said 578.001 acre tract, a northwestern corner of the Talley-Ho 220 Venture LTD called 216.839 acre tract, recorded in Volume 538, Page 416 O.P.R.M.;

THENCE, S00°08'50"W, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 216.839 acre tract, a distance of **2,678.09 feet** to fence post for an interior corner of this tract and said 578.001 acre tract, the southwest corner of said 216.839 acre tract

THENCE, N87°59'55"E, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said 216.839 acre tract, a distance of **1,992.17 feet** to a found 1/2" rebar with no identification for an angle point of this tract, the southeastern corner of said 216.839 acre tract, the southwestern corner of the Legend Oaks Unit 2 subdivision, recorded in Volume 8, Page 9, P.R.;

THENCE, N87°38'06"E, along a northern boundary of this tract and said 578.001 acre tract, a southern boundary of said Legend Oaks Unit 2 Subdivision, a distance of **338.89 feet** to a found 1/2" rebar with no identification for the northeastern corner of this tract and said 578.001 acre tract, an interior corner said Legend Oaks Unit 2 subdivision;

THENCE, S07°02'47"E, along an eastern boundary of this tract and said 578.001 acre tract, a western boundary of said Legend Oaks Unit 2 subdivision, a western boundary of Parcel 12A, Part 1, State of Texas 15.019 acre tract recorded in Document No. 2018005391, P.R.M., a distance of **339.15 feet** to a found TxDOT monument for an angle point of this tract, a western corner of said 15.019 acre tract, the northwestern corner of Parcel 11A, Part 2, State of Texas, called 0.287 acre tract recorded in Documents No. 2018005289, P.R.M.;

THENCE, S07°06'40"E, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 0.287 a distance of **111.77 feet** to a found TxDOT monument for an angle point of this tract, the southwestern corner of said 0.287 acre tract, a western corner of said 15.019 acre tract;

THENCE, S00°27'54"E, along an eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 15.019 acre tract, a distance of **44.11 feet** to a found TXDOT monument for an eastern corner of this tract, the northern corner of Parcel 11A, Part 1, State of Texas, 8.988 acre tract, recorded in Document No. 2018005289, P.R.M.;

THENCE, along an eastern boundary of this tract, through the interior of said 578.001 acre tract, the western boundary of said 8.988 acre tract, the 2 following courses and distances:

1. a distance of **1,786.38 feet** along a curve to the left having a radius of **5,804.58 feet**, a central angle of **17°37'59"**, and a chord bearing and distance of **S08°15'47"W, 1,779.34 feet** to a set KFW at the end of this curve;
2. **S00°33'13"E**, a distance of **708.62 feet** to a found 1/2" rebar with cap stamped "PAPE DAWSON" for the southeastern corner of this tract on the southern boundary of said 578.001 acre tract, the northwestern corner of the Medina County 6.073 acre tract, recorded in Document No. 2020001552, P.R.M., the northwestern corner of the Red Bird Legacy Ranch LP, called 988.6 acre tract, recorded in Volume 671, Page 913, O.P.R.M.;

THENCE, S80°06'26"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 988.6 acre tract, a distance of **3,490.27 feet** to a found 1/2" rebar with no identification for an interior corner of this tract, the northwestern corner of said 988.6 acre tract, the northeastern corner of said 99.657 acre tract;

THENCE, S04°03'38"E, along the eastern boundary of this tract, a western boundary of said 988.6 acre tract, a distance of **3,457.33 feet** to a found 1/2" iron rod with no identification for the southeast corner of this tract, an interior corner of said 988.6 acre tract;

THENCE, N89°57'54"W, along the southern boundary of this tract, a northern boundary of said 988.6 acre tract, a distance of **658.85 feet** to a found 1/2" iron rod with no identification for the southwest corner of this tract, a northwestern corner of said 988.6 acre tract, on the eastern ROW of CR 381;

THENCE along the western boundary of this tract, the eastern ROW of CR 381, the two following courses and distances:

1. **N29°43'18"W**, a distance of **2,505.65 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract, an angle point of said CR 381;
2. **N21°11'12"E**, a distance of **1,130.24 feet** to the **POINT OF BEGINNING**.

CONTAINING: 604.41 ACRES in Medina County, Texas. A tract being described in accordance with a survey and exhibits prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021

Updated:

File: S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\County Line Descriptions\TRACT A + D-W 381 Partners Field Notes Field Notes



2.15.21

Douglas A. Kramer



DESCRIPTION FOR 'TRACT B'
BEXAR COUNTY
42.442 ACRES

A **42.442 acres** tract of land situate in the John Fitzgerald Survey No. 33, Abstract No. 1290, Bexar County, Texas, said 42.442 acres being out of the Gallagher Concourse, LP, called 578.001 acre tract, recorded in Volume 630, Page 47, Official Records, Medina County, Texas (O.R.M.), also recorded in Volume 12209, Page 1108, Official Public Records, Bexar County, Texas (O.P.R.B.), said 42.442 acres being more fully described by metes and bounds as follows:

COMMENCING at a found 1/2" iron rod with plastic cap stamped "GIBBONS" for the southwestern corner of said 578.001 acre tract, the northwestern corner of the D-W 381 Partners called 99.657 acre tract recorded in Document No. 2018008085, Public Records, Medina County, Texas (P.R.M.), on the eastern Right-of- Way (ROW) of County Road (CR) 381;

THENCE, N80°04'24"E, along the common line of said 578.001 acre tract and said 99.657 acre tract, a distance of **1,266.79 feet** to a found 1/2" rebar with no identification for the northeastern corner of said 99.657 acre tract, the northwestern corner of the Red Bird Legacy Ranch LP called 988.6 acre tract recorded in Volume 671, Page 913, Official Public Records, Medina County, Texas (O.P.R.M.);

THENCE, N80°06'26"E, along the common line of said 578.001 acre tract and said 988.6 acre tract, a distance of **3,490.27 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 988.6 acre tract, the northwestern corner of the Parcel 10C-2, Medina County called 6.073 acre tract recorded in Document No. 2020001552, P.R.M.;

THENCE, N80°05'25"E, along the common line of said 578.001 acre tract and said 6.073 acre tract and the common line of said 578.001 acre tract and Parcel 10A-Part 2, Medina County called 5.890 acre tract recorded in Document No. 2020005371 P.R.M., a distance of **152.03 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 5.890 acre tract, the northwestern corner of Tract 1, Cumberland 211, LTD called 710.6 acre tract recorded in Volume 12395, Page 1298, O.P.R.B., the southeastern corner of Parcel 11A, Part 1, State of Texas called 8.988 acre tract, recorded in Document No. 2018005289 P.R.M.;

THENCE, N80°14'41"E, along the southern boundary of said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **125.81 feet** to a found 1/2" iron rod for an angle point;

THENCE, N80°02'52"E, continuing along the southern boundary of said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **828.67 feet** to a set KFW for the southwestern corner of this tract on the Bexar/Medina County Line and the **POINT OF BEGINNING**;

THENCE, N00°16'06"W, along the Bexar/Medina County Line, the western boundary of this tract, through the interior of said 578.001 acre tract, a distance of **966.98 feet** to a set KFW for the northwest corner of this tract on the northern boundary of said 578.001 acre tract, the southern boundary of the Tamaron Subdivision Unit 3, recorded in Volume 9536 Page 106, Deed and Plat Records of Bexar County, Texas (D.P.R.);

THENCE, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said Tamaron Subdivision Unit 3, the 2 following courses and distances:

1. **N80°05'52"E**, a distance of **662.12 feet** to a found 1/2" rebar with no identification for an angle point of this tract;
2. **N80°05'30"E**, a distance of **1,277.03 feet** to a found 1/2" with cap stamped "Baker" for the northeastern corner of this tract and a northeastern corner of said 578.001 acre tract, on the western boundary of the remainder of Donald William Boehm and Francis Lee Boehm called 609.8 acre tract, recorded in Volume 5544, Page 1495, O.P.R.B.;

THENCE, S00°23'54"E, along the eastern boundary of this tract and said 578.001 acre tract, the western boundary of said 609.8 acre tract, a distance of **965.94 feet** to a found 1/2" iron rod with no identification for the southeastern corner of this tract and said 578.001 acre tract, the southwestern corner of said 609.8 acre tract, a northern corner of Tract 1, Potranco 2013 Land, LTD, called 1250.095 acre tract recorded in Volume 16148, Page 1156, O.P.R.B. and Volume 16514, Page 1402, O.P.R.B.;

THENCE, S80°05'06"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 1250.095 acre tract, a distance of **1,392.35 feet** to a found 1/2" iron rod with no identification for an angle point of this tract, the northwestern corner of said 1250.095 acre tract; the northeastern corner of Tract 2, Potranco 2013 Land, LTD, called 26.994 acre tract recorded in Volume 16148, Page 1156, O.P.R.B. and Volume 16514, Page 1402, O.P.R.B.;

THENCE, S80°02'52"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 26.994 acre tract, the northern boundary of said 710.6 acre tract, a distance of **549.13 feet** to the **POINT OF BEGINNING**.

CONTAINING: 42.442 ACRES in Bexar County, Texas, said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

This document was prepared under 22 TAC Section 663.21 and does not reflect the results of a complete on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021
Updated:
File: S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\TRACT B Field Notes Bexar Co

2.15.21





**DESCRIPTION FOR 'TRACT B'
MEDINA COUNTY
20.938 ACRES**

A **20.938 acres** tract of land situate in the John Fitzgerald Survey No. 33, Abstract No. 380, Medina County Texas, said 20.938 acres being out of the Gallagher Concourse, LP, called 578.001 acre tract, recorded in Volume 630, Page 47, Official Records, Medina County, Texas (O.R.M.), also recorded in Volume 12209, Page 1108, Official Public Records, Bexar County, Texas (O.P.R.B.), said 20.938 acres being more fully described by metes and bounds as follows:

COMMENCING at a found 1/2" iron rod with plastic cap stamped "GIBBONS" for the southwestern corner of said 578.001 acre tract, the northwestern corner of the D-W 381 Partners called 99.657 acre tract recorded in Document No. 2018008085, Public Records, Medina County, Texas (P.R.M.), on the eastern Right-of- Way (ROW) of County Road (CR) 381;

THENCE, N80°04'24"E, along the common line of said 578.001 acre tract and said 99.657 acre tract, a distance of **1,266.79 feet** to a found 1/2" rebar with no identification for the northeastern corner of said 99.657 acre tract, the northwestern corner of the Red Bird Legacy Ranch LP called 988.6 acre tract recorded in Volume 671, Page 913, Official Public Records, Medina County, Texas (O.P.R.M.);

THENCE, N80°06'26"E, along the common line of said 578.001 acre tract and said 988.6 acre tract, a distance of **3,490.27 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 988.6 acre tract, the northwestern corner of the Parcel 10C-2, Medina County called 6.073 acre tract recorded in Document No. 2020001552, P.R.M.;

THENCE, N80°05'25"E, along the common line of said 578.001 acre tract and said 6.073 acre tract and the common line of said 578.001 acre tract and Parcel 10A-Part 2, Medina County called 5.890 acre tract recorded in Document No. 2020005371 P.R.M., a distance of **152.03 feet** to a found 1/2" iron rod with cap stamped "PAPE DAWSON" for the northeastern corner of said 5.890 acre tract, the northwestern corner of Tract 1, Cumberland 211, LTD called 710.6 acre tract recorded in Volume 12395, Page 1298, O.P.R.B., the southeastern corner of Parcel 11A, Part 1, State of Texas called 8.988 acre tract, recorded in Document No. 2018005289 P.R.M., the southwestern corner of this tract and the **POINT OF BEGINNING**;

THENCE, along the western boundary of this tract, the eastern boundary of said 8.988 acre tract, the 2 following courses and distances:

1. **N00°33'13"W**, a distance of **683.91 feet** to a set ½" iron rod with blue plastic cap stamped "KFW SURVEYING" (KFW) for the beginning of a curve;
2. a distance of **284.09 feet** along a curve to the right having a radius of **5,654.58 feet**, a central angle of **02°52'43"**, and a chord bearing and distance of **N00°53'09"E**, **284.06 feet** to a set KFW for the northwestern corner of this tract, an interior corner of said 8.988 acre tract;

THENCE, **N80°04'49"E**, along a northern boundary of this tract, a southern boundary of said 8.988 acre tract, a distance of **119.07 feet** to a ½" iron rod with no identification for an interior corner of this tract, a southeastern corner of said 8.988 acre tract, a southeastern corner of said 578.001 acre tract;

THENCE, **N00°37'41"W**, along a western boundary of this tract, an eastern boundary of said 578.001 acre tract, an eastern boundary of said 8.988 acre tract, a distance of **2.57 feet** to a set KFW for an exterior corner of this tract, an interior corner of said 578.00 acre tract, the southwestern corner of the Legend Oaks, Unit 1 subdivision, recorded in Volume 7, Page 340, Plat Records, Medina County, Texas (P.R.);

THENCE, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said Legend Oaks, Unit 1 subdivision the 2 following courses and distances:

1. **S87°01'10"E**, a distance of **9.85 feet** to a found TxDOT monument for an exterior corner of this tract and said 578.001 acre tract, an exterior corner of said Legends Oaks, Unit 1 subdivision;
2. **N80°10'03"E**, a distance of **406.16 feet** to a found 1/2" rebar with no identification for an angle point of this tract, the southeastern corner of said Legends Oaks. Unit 1 subdivision, the southwestern corner of the Tamaron Subdivision Unit 3, recorded in Volume 9536, Page 106, Deed and Plat Records, Bexar County, Texas (D.P.R.B.);

THENCE, **N80°05'52"E**, along a northern boundary of this tract and said 578.001 acre tract, the southern boundary of said Tamaron Subdivision Unit 3, a distance of **416.80 feet** to a set KFW for the northeast corner of this tract on the Medina/Bexar County Line;

THENCE, **S00°16'06"E**, along the Medina/Bexar County Line, the eastern boundary of this tract, through the interior of said 578.001 acre tract, a distance of **966.98 feet** to a set KFW for the southeast corner of this tract on the southern boundary of said 578.001 acre tract, the northern boundary of said 710.6 acre tract;

THENCE, S80°02'52"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **828.67 feet** to a found 1/2" iron rod for an angle point of this tract;

THENCE, S80°14'41"W, continuing along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **125.81 feet** to **POINT OF BEGINNING**.

CONTAINING: 20.938 ACRES in Medina County, Texas, said tract being described in accordance with a survey prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

This document was prepared under 22 TAC Section 663.21 and does not reflect the results of a complete on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021
Updated:
File: S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\TRACT B Field Notes, Medina Co.

2-15-21

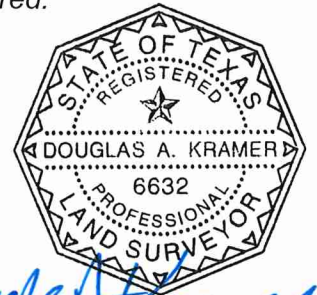
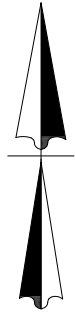
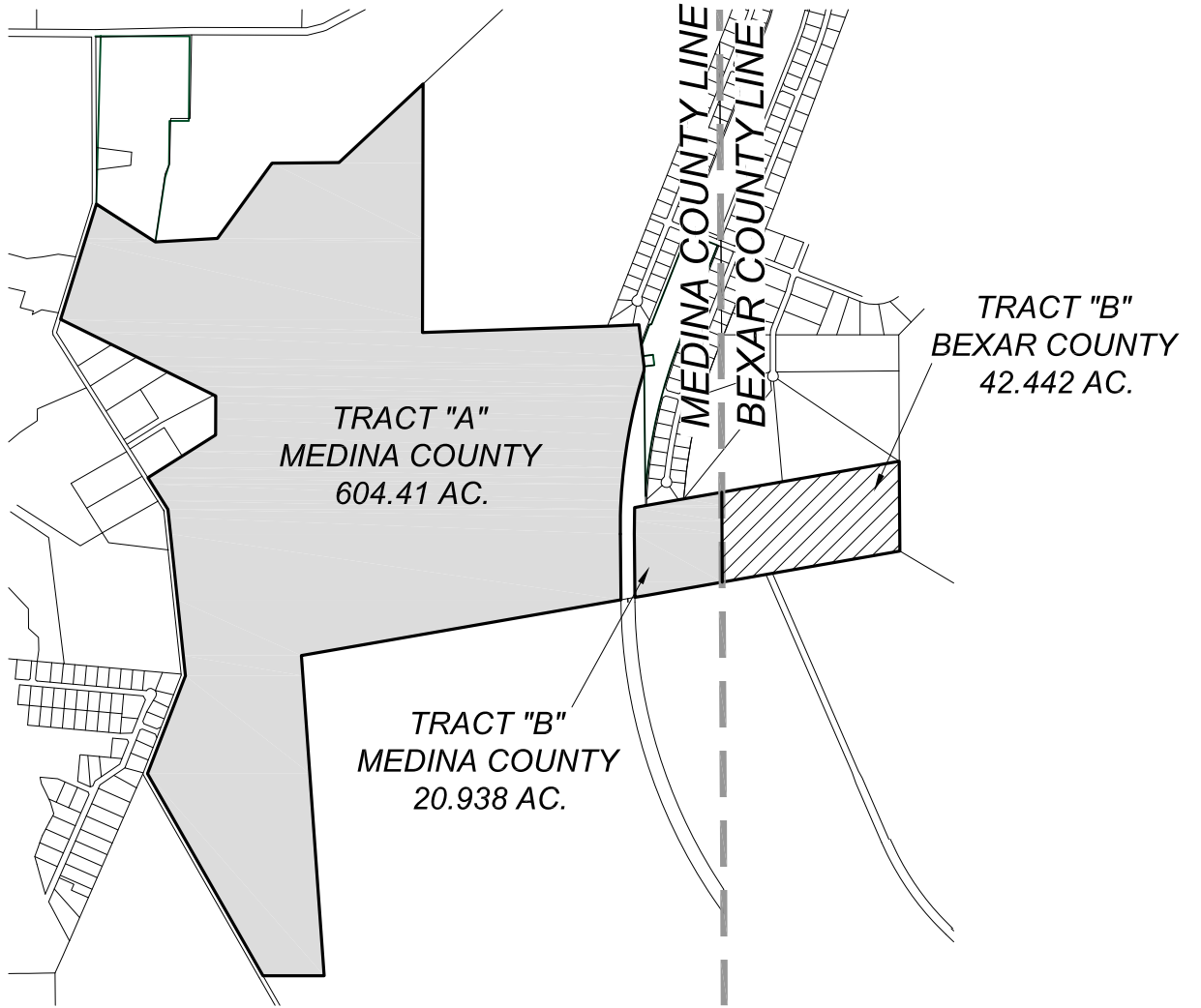
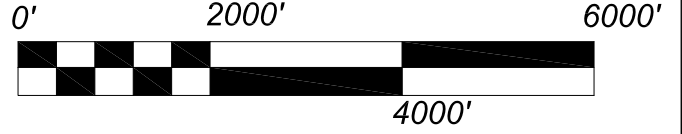


EXHIBIT "B"
SURVEY MAPS



SCALE : 1"=2000'



Date: Feb 23, 2021, 1:37pm User ID: jaddlers File: P:\2015\4610\Design\Exhibits\CA\EX210221 - Property Boundary Exhibit.dwg



ENGINEERS + SURVEYING
3421 Paesanos Pkwy, Suite 200, San Antonio, TX 78231
Phone #: (210) 979-8444 • Fax #: (210) 979-8441
Toll Free #: 855-333-3333 • TSPS Firm #: 10132200

GALLAGHER TRACT SURVEY EXHIBIT

REVISIONS:

ISSUE DATE:

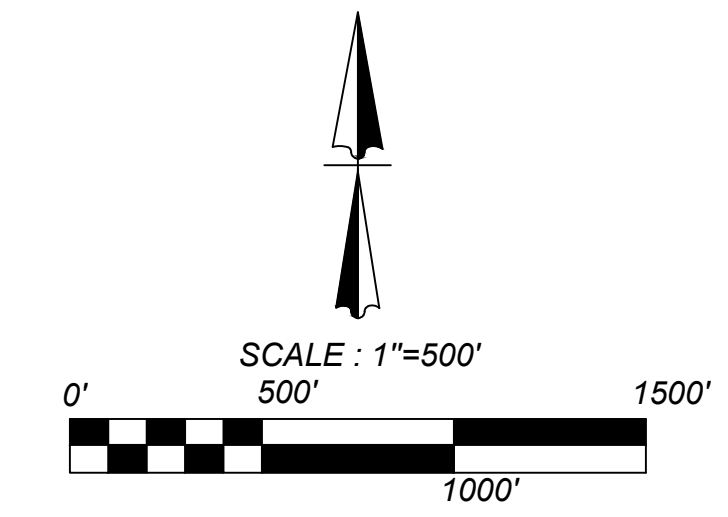
JOB NO.: 205-48-01

DATE: FEBRUARY, 2021 DESIGNER: BL

DRAWN: JA CHECKED: CL

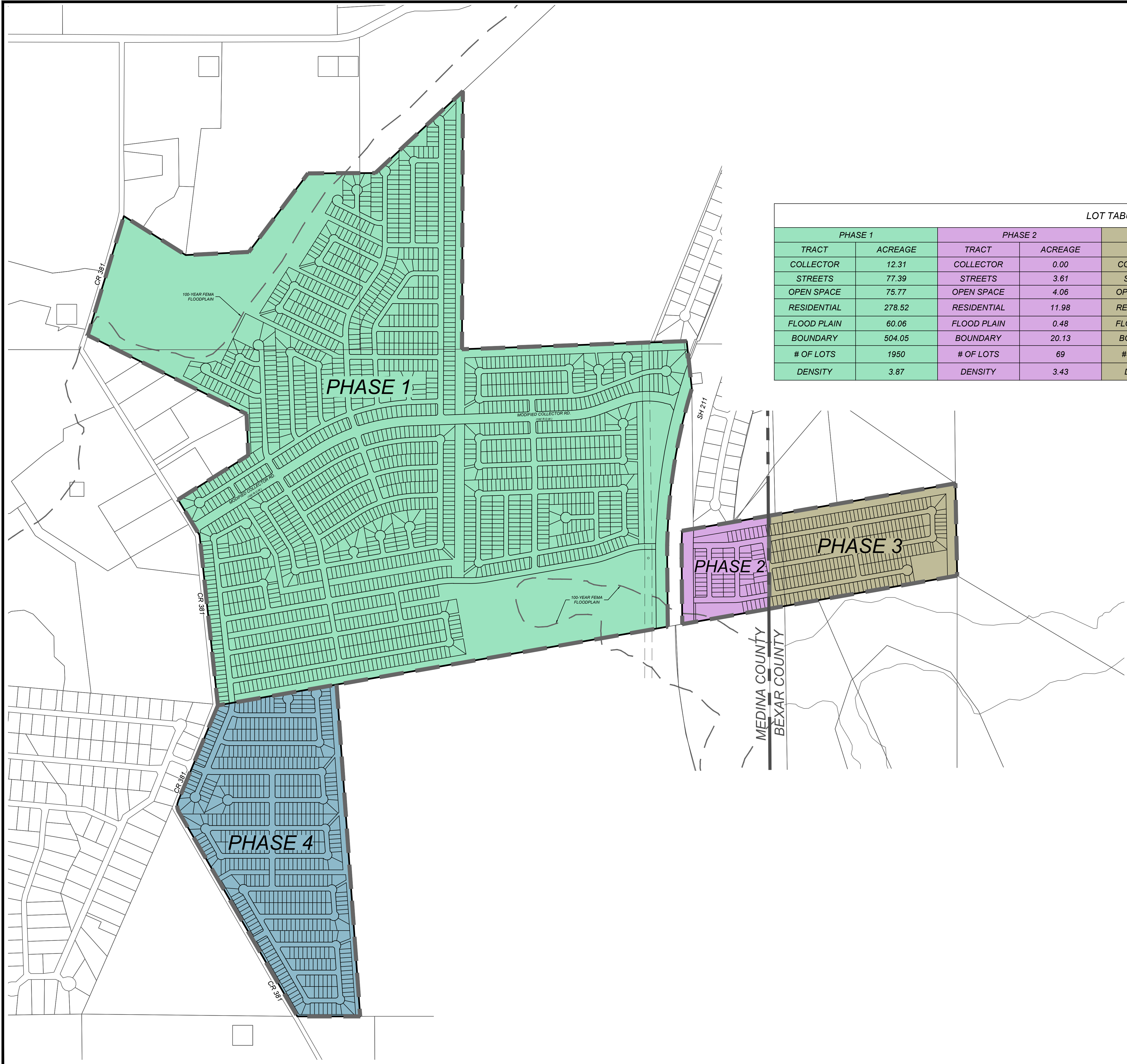
SHEET: 1 OF 1

EXHIBIT "C"
PRELIMINARY MASTER DEVELOPMENT PLAN



LOT TABULATION TABLE

PHASE 1		PHASE 2		PHASE 3		PHASE 4		TOTALS
TRACT	ACREAGE	TRACT	ACREAGE	TRACT	ACREAGE	TRACT	ACREAGE	ACERAGE
COLLECTOR	12.31	COLLECTOR	0.00	COLLECTOR	0.00	COLLECTOR	0.00	12.31
STREETS	77.39	STREETS	3.61	STREETS	7.01	STREETS	19.96	107.97
OPEN SPACE	75.77	OPEN SPACE	4.06	OPEN SPACE	8.48	OPEN SPACE	7.74	96.05
RESIDENTIAL	278.52	RESIDENTIAL	11.98	RESIDENTIAL	27.44	RESIDENTIAL	71.88	389.82
FLOOD PLAIN	60.06	FLOOD PLAIN	0.48	FLOOD PLAIN	0.00	FLOOD PLAIN	0.00	60.54
BOUNDARY	504.05	BOUNDARY	20.13	BOUNDARY	42.93	BOUNDARY	99.58	666.69
# OF LOTS	1950	# OF LOTS	69	# OF LOTS	245	# OF LOTS	536	2800
DENSITY	3.87	DENSITY	3.43	DENSITY	5.71	DENSITY	5.38	4.20



ISSUE DATE:
 REVISIONS:

**GALLAGHER TRACT
 LOT LAYOUT EXHIBIT**

JOB NO. M
 DATE: OCTOBER, 2020
 DRAWN: JA CHECKED: CL

SHEET NUMBER:

Date: Nov 05, 2020, 2:46pm User ID: cdimney
 File: P:\20546\07\Marketing\VD\EX201109-Overall Layout.dwg

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARD COPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT "D"
STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
MEDINA WATER CONTROL & IMPROVEMENT DISTRICT NO. 5

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Strategic Partnership Agreement (this “Agreement”) is entered into by and between the City of San Antonio, Texas (the “City”) and Medina Water Control & Improvement District No. 5 (the “District”).

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated in Medina County and Bexar County, Texas; and

WHEREAS, the District is a water control & improvement district created or operating under Chapters 51, 53, and 49 of the Texas Water Code, created under and subject to the authority, conditions, and restrictions of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution; and

WHEREAS, the City and the District are individually referred to as a “Party” and collectively as the “Parties”; and

WHEREAS, Section 43.0751 of the Texas Local Government Code (the “Act”) authorizes the City and the District to negotiate and enter this Agreement; and

WHEREAS, the District encompasses approximately 667.79 acres, more or less, located within the extraterritorial jurisdiction (ETJ) of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the “Development”); and

WHEREAS, the City and the District are authorized and desire to enter into this Agreement to establish the terms and conditions upon which (i) the City will annex the land within the District for limited and full purposes, and (ii) limitations on the District’s ability to incur debt, liabilities, or obligations without prior approval of the municipality; and

WHEREAS, certain areas within the District may be developed for commercial uses; and

WHEREAS, the City desires to annex commercial use areas of the Development for the purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, subject to the terms and conditions of this Agreement, the District consents to the City’s limited purpose annexation of the commercial use areas of the District for the purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the “Board”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board has obtained all necessary consent required from Medina County and Bexar County to allow the District to adopt this Agreement; and

WHEREAS, the Board approved and adopted this Agreement on _____, 2021, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; including Section 43.0751 and Section 43.9051(c) of the Texas Local Government Code and the District will pay for the publications of the public hearing notices and the limited purpose annexation ordinance in the newspaper; and

WHEREAS, the City Council of the City (the “City Council”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on _____, 20 __, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

WHEREAS, the City and the District are authorized and desire to enter into this Agreement to establish the terms and conditions upon which (i) the City will annex all of the land within the District for limited and full purposes, and (ii) following the full purpose annexation of all of the land within the District, the District will be dissolved.

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

**ARTICLE I.
RECITALS AND DEFINITIONS**

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes;

Section 1.2 In addition to the terms defined elsewhere in this Agreement, when used in this Agreement, each of the following terms will have the meaning indicated below:

Agreement means this Strategic Partnership Agreement between the City and the District.

Board means the Board of Directors of the District or, after the Conversion Date.

City Council means the City Council of the City.

City Manager means the City Manager of the City or designee.

Conversion Date means the date upon which the City Council adopts an ordinance that includes the Land within the full-purpose boundary limits of the City.

Director means the City's Director of Planning or successor.

District means Medina Water Control & Improvement District No. 5.

Drainage Facilities means any drainage improvements designed and constructed to serve the Project, or that naturally receive and convey drainage through the Project, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and other related facilities that convey or receive drainage.

Effective Date means the date of this Agreement when approved and adopted by the San Antonio City Council, which date is _____, 202-.

Full Purpose Annexation Date means the Conversion Date.

Land means the land within the District's boundaries, as those boundaries may be modified from time to time with the consent of the City.

Limited Purpose Annexation means annexation by the City for the limited purposes of applying planning and zoning regulations, as authorized by Article I, Section 7 of the City's Charter, and for the purpose of imposing and collecting sales and use taxes within such areas in accordance with the Act.

Limited Purpose Property means that Land designated as commercial on any land plan or permit application.

Service Plan means the service plan attached as **Exhibit** ___ which specifies the municipal services to be provided by the City after the City's full purpose annexation of land within the District.

ARTICLE II.
ADOPTION OF AGREEMENT AND LIMITED PURPOSE
ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Legal Notifications. The District will pay for the publications of the public hearing notifications, the report regarding the Planning Study and Regulatory Plan notifications and the limited purpose annexation ordinance in a newspaper of general circulation in the area proposed to be annexed.

Section 2.2 Filing in Property Records. This Agreement shall be recorded in the Real Property Records of Bexar County, and Medina County, Texas. The District will pay for the recordings in the Real Property Records of Bexar County, and Medina County.

Section 2.3 Limited Purpose Annexation. The Parties agree that the City may annex the Limited Purpose Property for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") to be imposed by the City on sales consummated within the Limited Purpose Property. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Limited Purpose Annexation Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Limited Purpose Annexation Property following the first plat application for property within the District. The District shall notify the Director within 10 days of designating any Land as commercial and will provide a report including commercial building square footage. The District will provide an annual report including the number of commercial units, commercial building square footage and the type of commercial establishments by January 30 of each year.

Section 2.4 Limited Purpose Annexation Property and Sales and Use Tax Revenues. The sales and use taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenues".

Section 2.5 Consent to Limited Purpose Annexation. The District hereby requests that the City annex the Limited Purpose Annexation Property solely for the purposes provided in this agreement. The District consents to such annexations, from time to time, and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District.

Section 2.6 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the

municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Annexation Property pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code. The District agrees not to impose a sales and use tax within the Limited Purpose Property.

Section 3.2 Payment of Sales and Use Tax. The City shall pay to the District an amount equal to 25% of the Sales and Use Tax Revenues collected within the Limited Purpose Annexation Property (the "District Share") commencing upon the effective date of the limited purpose annexation of the Limited Purpose Property and terminating upon the full purpose annexation or disannexation of the Limited Purpose Property. The City shall pay the District Share within 30 days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such 30-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share").

Section 3.3 Use of the Sales and Use Tax Revenues. The District may use the District Share for the following purposes and in the following order of priority: (i) FIRST, to pay for police, fire, and emergency medical services (EMS) services within the District; (ii) SECOND, to reimburse owners and developers of land within the District for the cost to design and construct improvements that are otherwise eligible for reimbursement through the issuance of District bonds ("Infrastructure"); (iii) THIRD, to pay for the operation, maintenance, repair, and replacement of Infrastructure; and (iv) LAST, for the retirement of District bonds after the 10th anniversary of issuance. The City may use the City share for any lawful purpose.

Section 3.4 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

Section 3.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the City Council annexes the Limited Purpose Property for limited purposes.

Section 3.6 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

Section 3.7 City Records and District Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days' Notice. For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Limited Purpose Property.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 The City agrees that it will not annex the District property for full purposes until on or after December 31, 2051. When the land located within the District is annexed for full purpose annexation status in accordance with this Agreement and as provided by 43.0751 of the Texas Local Government Code, the conversion may be effected by City Council adoption of an ordinance incorporating the Land within full purpose city limits. Except as set out in this Agreement, no additional procedural, or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

Section 4.2 The District acknowledges that the City may annex the District property for full purposes on or after the Full Purpose Annexation Date pursuant to the terms of the Agreement without the need for further action by the governing body of the municipality, including the procedures prescribed by Subchapters C-3, C-4, and C-5 of Chapter 43 of the Texas Local Government Code.

Section 4.3 The District consents to noncontiguous annexation of the District property by the City.

Section 4.4 Conversion Date-Full Purpose Annexation. Pursuant to Subsection (h) of the Act, the Limited Purpose Annexation Property shall be deemed to be within the full-purpose boundary limits of the City upon the Conversion Date without any further action by the City Council. For purposes of this Section 4.4, the Conversion Date is the date upon which the City Council adopts an ordinance that annexes for full purpose the Land within the District, including the Limited Purpose Property. The City may exercise its right to annex the District Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire or any part of the District Property or Annexation Area for limited or full purposes at any time.

Section 4.5 Service Plan. Following the Conversion Date, the City will provide municipal services within the District in accordance with the Service Plan attached in Exhibit E which will be the Municipal Service Plan for the District. The District affirms that the Service Plan is sufficient, and no further negotiations or public hearings are required for the adoption of the Service Plan. The District agrees that it will not contest the Municipal Service Plan.

Section 4.6 Authority of the City Upon Full Purpose Annexation. Upon the Conversion Date, the City will have all of the authority and power within the Land that the City has in all other areas within the City's incorporated city limits, including the power to levy and collect ad valorem property taxes and sales taxes.

Section 4.7 Rights of District Residents upon Full Purpose Annexation. Following the Conversion Date, the residents of the Land will be citizens of the City for all purposes and will have all the rights, privileges, and responsibilities accorded to citizens residing in all other areas within the City's incorporated city limits.

Section 4.8 The District consents to the full purpose annexation of the District property by the City on or after December 31, 2051. This Agreement constitutes a petition for full purpose annexation and a waiver of additional procedural or substantive requirements of State or local annexation law that would apply to such annexation or the annexation ordinance in accordance with Section 43.0751 (h) of the Texas Local Government Code.

Section 4.9 Within 30 days of full purpose annexation by the City the District will initiate the dissolution of the District.

ARTICLE V. TERM

Section 5.1 This Agreement commences and binds the Parties on the Effective Date and continues until such time the City has annexed the Land for full purposes and the District is dissolved in accordance with Section 4.9 of this Agreement, or the City may unilaterally terminate this Agreement for convenience, with 90 days' notice to the District.

Section 5.2 Within 10 days of the Effective Date, the City will record this Agreement in the Official Public Records of Bexar County, and Medina County, Texas, and the terms of this Agreement will constitute covenants running with the land comprising the Land and will become binding on each current and future owner of any land included within the Land. If, in the future, additional property is annexed to the District, then, upon the effective date of such annexation, the terms of this Agreement will become applicable to that additional property in the same manner and to the same extent as if the additional property had originally been included within the Land.

ARTICLE VI. DISTRICT ASSETS, LIABILITIES, AND OBLIGATIONS

Section 6.1. Upon the Conversion Date the City shall assume all the District's assets, but the City will not be liable for the District's debt or other obligations.

Section 6.2. Transfer of Certain Easements and Real Property to City. Within 90 days after the Conversion Date, the District will convey to the City, at no cost to the City, any real property and/or easements owned or held by the District. All conveyances will be by appropriate instrument, acceptable in form and substance to the City and the District. If any necessary transfer of title is not accomplished, for any reason, by the Conversion Date, the District agrees that the City will be authorized to finalize such conveyances as the District's successor-in-interest.

Section 6.3 Limitation on Debt. The District may not incur any debt, liability, or other obligation that extends past December 31, 2051, or sell or otherwise transfer property, without the prior approval of the City.

Section 6.4 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, or full purpose annexation of the District as provided herein, the City shall have no further financial obligation to the District with respect to the Sales and Use Tax Revenues pursuant to this Agreement, and all Sales and Use Tax revenue shall be retained by the City.

Section 6.5 No Liens or Encumbrances with Respect to Dedicated Infrastructure. Notwithstanding any other provision of this Agreement to the contrary, no lien or encumbrance of any kind (including but not limited to any Sales and Use Tax) shall at any time attach or be imposed upon any infrastructure dedicated to SAWS by the Owner or the District either before or after the Effective Date of this Agreement.

ARTICLE VII. BREACH, NOTICE AND REMEDIES

Section 7.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 7.2 Cure of Breach. The breaching Party shall commence curing the breach within 15 calendar days after receipt of the Notice of the breach and shall complete the cure within 30 days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure within such 30-day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure within such 30-day period and diligently completes the work within a reasonable time without unreasonable cessation.

Section 7.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

ARTICLE VIII. ADDITIONAL PROVISIONS

Section 8.1 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is

addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by electronic mail (email (with email confirmation) with a confirming copy sent by United States mail within 48 hours after the email is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 8.2.

To the City: City of San Antonio
Attn: Director of the Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

To the District: _____

Attn: _____

Section 8.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 8.3 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Bexar County, Texas and hereby submit to the jurisdiction of the courts of Bexar County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 8.4 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 8.5 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be

invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 8.6 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 8.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 8.8 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 8.9 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 8.10 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 8.11 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 8.12 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities, or rights, except as specifically waived pursuant in this Section 9.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other party to pursue the remedies available under this Agreement. Nothing in this Section 9.13 shall waive any claims, defenses, or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 8.13 Incorporation of Exhibits by References. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development
Exhibit C	Municipal Service Plan

Section 8.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

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DRAFT

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO ON _____, 20__.

ATTEST:

CITY OF SAN ANTONIO

City Clerk

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE _____ DISTRICT ON _____, 20__.

[DISTRICT]

By: _____
Printed Name: _____
Title: President, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 20__, by _____, the _____ of the City of San Antonio, Texas on behalf of the City.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 20____, by _____, the President, Board of Directors of the [DISTRICT] on behalf of the district.

Notary Public, State of Texas

DRAFT

Exhibit A to Strategic Partnership Agreement

Depiction of the Development

DRAFT

DRAFT

Exhibit B to Strategic Partnership Agreement

Legal Description of the Development

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DRAFT

Exhibit E to Strategic Partnership Agreement

Service Plan

DRAFT

DRAFT