

**THIRD AMENDMENT TO
AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION**

This Third Amended Agreement to amend the Agreement For Services in Lieu of Annexation between the City of San Antonio, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as "City"), Cumberland Potranco Joint Venture, Cumberland 211, Ltd., Cumberland 211 North, Ltd, Potranco 2013 Land, Ltd., Potranco 211 Land Partners, Ltd., Dorothy Doss 2002 Grantor Trust No. 1, Cumberland POD 1 Stevens Residential, Ltd., Cumberland 90, Ltd, and Ladera I, LLC, owners of the properties described in the below recitals, (hereinafter referred to as "Owners"). City and Owners shall hereafter collectively be referred to as "Parties" or in the singular as "Party."

RECITALS

WHEREAS, on September 20, 2007, the City Council, through Ord. 2007-09- 20-1026, authorized an Agreement for Services in Lieu of Annexation ("Agreement") between the City and Owners detailing the terms and conditions to the City's consent to the Owner's creation of the Westside 211 Public Improvement District ("District"); and

WHEREAS, on December 5, 2013 the City Council authorized an amendment to the Agreement through Ord. 2013- 12-05-0877 to extend the term of the Agreement to December 30, 2042; and

WHEREAS, on March 1, 2018 the City Council authorized a second amendment to the Agreement extending the term of the Agreement for an additional ten (10) years to expire on December 30, 2052; and

WHEREAS, the Owners of the District desire to expand the boundaries of the District and annex an additional 136.759 acre parcel ("Bengal tract") generally located southwest of the intersection of State Highway 211 and Potranco Road in Bexar County, Texas and within the City's extraterritorial jurisdiction, said parcel being more particularly identified in the field notes attached as **Exhibit "A"** and map attached as **Exhibit "B"** to this Third Amended Agreement; and

WHEREAS, the Bengal tract is currently owned by Ladera I, LLC who is one of the petitioners requesting the expansion of the PID boundaries and a party to this Third Amended Agreement. The parties desire to amend the Agreement to (1) expand the boundaries of the District and annex the 136.759 acre Bengal tract, and (2) apply all of the terms and conditions under the Agreement to the City's consent to the creation of the District to the Bengal tract; and

WHEREAS, in consideration of the City's consent to the annexation of the Bengal tract, the Owners and Petitioner agree to remit payment to the City for (1) a PID application fee in the amount of \$7,500.00; (2) a Special District Operations Assessment of \$96,250.00; and (3) reimbursement of all costs for recording this Third Amended Agreement for Services in Lieu of Annexation with the real property records of Bexar County; and

WHEREAS, it is the Parties' intent that the only amendments to be made to the Agreement are those contained herein and that all other provisions of the original Agreement, the amended agreement and the second amended agreement shall apply to both the 3,670 acres within the District and the 136.759 acre Bengal tract if such expansion and annexation is approved.

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 amend the Agreement, and subsequent amendments thereto, as follows:

Section 1. The Recitals set forth above are hereby incorporated by reference as if fully set forth herein.

Section 2. Expansion of District Boundaries. The District boundaries are hereby expanded to include the property described and depicted in **Exhibits "A" and "B"** to this Third Amended Agreement, which Exhibits are incorporated herein for all purposes.

Section 3. The terms, conditions and all other provisions of the Agreement, and each subsequent amendment thereto, shall apply to the additional 136.759 acre parcel ("Bengal tract") upon expansion of the PID boundaries and inclusion of the Bengal tract therein.

Section 4. The Owners and Petitioner agree to remit payment to the City for (1) a PID application fee in the amount of \$7,500.00; (2) a Special District Operations Assessment of \$96,250.00; and (3) reimbursement of all costs for recording this Third Amended Agreement for Services in Lieu of Annexation with the real property records of Bexar County

Section 5. The new and expanded boundaries of the District are hereby reflected in the attached **Exhibit "C"** which is incorporated herein.

Section 6. Notices required by and pertaining to this Third Amended Agreement shall be sent to:

City:

City of San Antonio, Texas
Attention: Bridgett White
Director of Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

Owners:

Cumberland 211, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

Potranco 211 Land Partners, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

Dorothy Doss 2002 Grantor Trust No. 1
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

Potranco 2013 Land, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

Cumberland Pod I Stevens Residential, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

Cumberland 90, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

Cumberland 211 North, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

Ladera I, LLC
Attn.: Chad Nugent
725 E. Fireweed Lane, Ste. 800 (Fireweed at Gamble)
Anchorage, AK 99503

Cumberland Potranco Joint Venture
c/o Weingarten Realty Investors
2600 Citadel Plaza Drive, Suite 125
Houston, TX 77008

Section 7. Entire Agreement. This Third Amended Agreement embodies the complete agreement of the Parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein.

Section 8. All other terms, conditions, covenants and provisions of the Original Agreement and its amendments, not specifically mentioned herein and amended by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of the Agreement.

Section 9. The amendments made herein shall be effective upon execution of this Third Amended Agreement by the last owner of the District property.

Section 10. Recordation. This Third Amended Agreement shall be recorded in the Real Property Records of Bexar County, Texas.

EXECUTED and AGREED to by:

Signatures on the Following Pages

CITY OF SAN ANTONIO, TEXAS

By:

Name: _____

Title: _____

Date: _____

ATTEST/SEAL:

By:

Name: Tina Flores

Title: City Clerk

Date: _____

ACKNOWLEDGEMENT

State of Texas §

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County of Bexar §

This instrument was acknowledged before me on this _____ day of _____, 2020, 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: _____

APPROVED AS TO LEGAL FORM:

By:

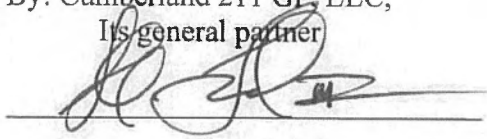
Name: _____

Title: Assistant City Attorney

Date: _____

OWNER: Cumberland 211, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080
By: Cumberland 211 GP, LLC,
Its general partner

BY:



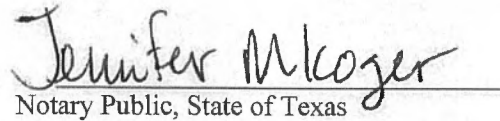
TITLE: Manager

DATE: December 10, 2020

ACKNOWLEDGMENT

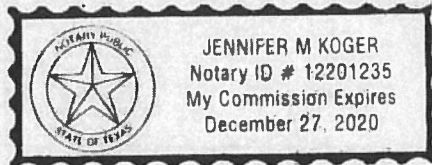
STATE OF TEXAS §
COUNTY OF DALLAS §
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This instrument was acknowledged before me on this 10TH day of December, 2020, by George A. Field III, manager of Cumberland 211 GP, LLC, a Texas limited liability company, general partner of Cumberland 211, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Notary Public, State of Texas

Printed Name of Notary: JENNIFER M. KOGER

Commission Expires: 12/27/20



OWNER: Potranco 211 Land Partners, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080
By: Potranco 211 Land Partners GP, LLC,
Its general partner

BY: 

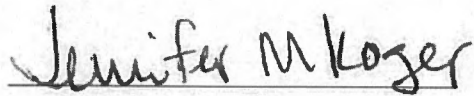
TITLE: Manager

DATE: December 10, 2020

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §
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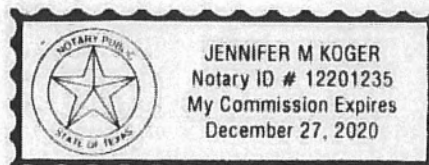
This instrument was acknowledged before me on this 10TH day of December, 2020, by George A. Field III, manager of Potranco 211 Land Partners GP, LLC, a Texas limited liability company, general partner of Potranco 211 Land Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership



Notary Public, State of Texas

Printed Name of Notary: JENNIFER M KOGER

Commission Expires: 12/27/20



OWNER:

Dorothy Doss 2002 Grantor Trust No. 1
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080

BY:

[Signature]

TITLE:

Managing Agent

DATE:

December 10, 2020

ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DALLAS

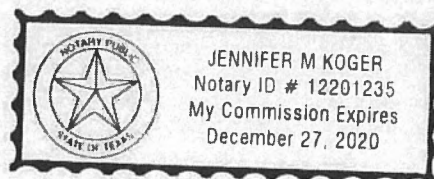
This instrument was acknowledged before me on this 10TH day of December, 2020, by George A. Field III, managing agent of Dorothy Doss 2002 Grantor Trust No. 1, a Texas trust, on behalf of said trust.

Jennifer M Koger

Notary Public, State of Texas

Printed Name of Notary: JENNIFER M KOGER


Commission Expires: 12/27/20



OWNER:

Potranco 2013 Land, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080
By: Potranco 2013 Land GP, LLC,
Its general partner

BY:



TITLE:

Manager

DATE:

December 10, 2020

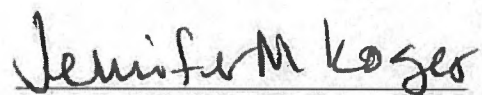
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DALLAS

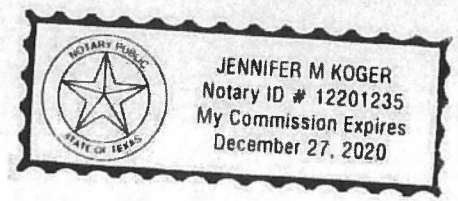
This instrument was acknowledged before me on this 10TH day of December, 2020, by George A. Field III, manager of Potranco 2013 Land GP, LLC, a Texas limited liability company, general partner of Potranco 2013 Land Partners, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Notary Public, State of Texas

Printed Name of Notary: JENNIFER M KOGER

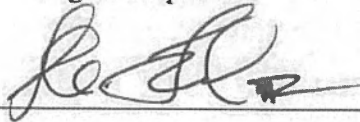
Commission Expires: 12/27/20



OWNER:

Cumberland Pod I Stevens Residential, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080
By: Cumberland Pod 1 Stevens Residential GP, LLC,
Its general partner

BY:



TITLE:

Manager

DATE:

December 10, 2020

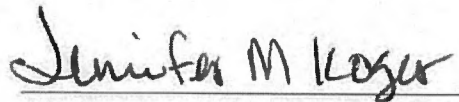
ACKNOWLEDGMENT

STATE OF TEXAS

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COUNTY OF DALLAS

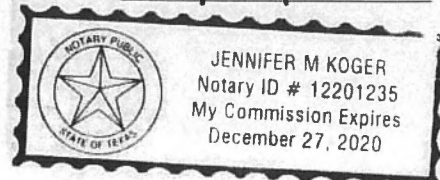
This instrument was acknowledged before me on this 10TH day of December, 2020, by George A. Field III, manager of Cumberland Pod 1 Stevens Residential GP, LLC, a Texas limited liability company, general partner of Cumberland Pod 1 Stevens Residential, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.



Notary Public, State of Texas

Printed Name of Notary: JENNIFER M KOGER

Commission Expires: 12/27/20



OWNER: Cumberland 90, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080
By: Cumberland 90 GP, LLC
Its general partner

BY: _____
[Handwritten Signature]

TITLE: Manager

DATE: December 10, 2020

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was acknowledged before me on this 10TH day of December, 2020, by George A. Field III, manager of Cumberland 90 GP, LLC, a Texas limited liability company, general partner of Cumberland 90, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

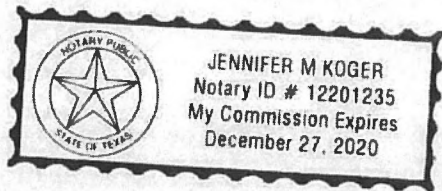
[Handwritten Signature]

Jennifer M Koger

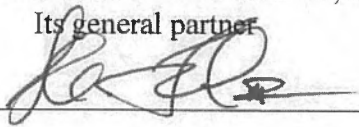
Notary Public, State of Texas

Printed Name of Notary: JENNIFER M KOGER

Commission Expires: 12/27/20



OWNER: Cumberland 211 North, Ltd.
c/o Fieldco, LLC
1600 North Collins Blvd, Suite 1500
Richardson, TX 75080
By: Cumberland 211 North GP, LLC,
Its general partner

BY: 

TITLE: Manager

DATE: December 10, 2020

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF DALLAS §

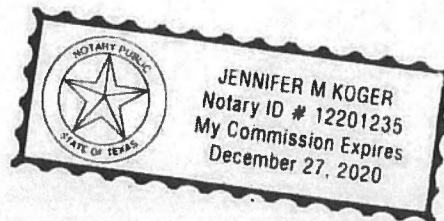
This instrument was acknowledged before me on this 10TH day of December, 2020, by George A. Field III, manager of Cumberland 211 North GP, LLC, a Texas limited liability company, general partner of Cumberland 211 North, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Jennifer M Koger

Notary Public, State of Texas

Printed Name of Notary: JENNIFER M KOGER

Commission Expires: 12/27/20



OWNER:

Ladera I, LLC
Attn.: Chad Nugent
725 E. Fireweed Lane, Ste. 800 (Fireweed at Gamble)
Anchorage, AK 99503

BY:



TITLE:

Chad Nugent
President

DATE:

12-2-2020

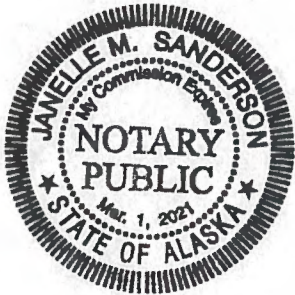
ACKNOWLEDGMENT

STATE OF ALASKA

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THIRD JUDICIAL DISTRICT

This instrument was acknowledged before me on this 2nd day of December, 2020, by Chad Nugent, President of Ladera I, LLC, on behalf of said limited liability company.



Janelle M. Sanderson
Notary Public, State of Alaska

Printed Name of Notary: Janelle M. Sanderson

Commission Expires: 3-1-21

EXHIBIT "A"
FIELD NOTES FOR BENGAL TRACT

EXHIBIT "B"
MAP OF BENGAL TRACT

EXHIBIT "C"
FIELD NOTES AND MAP OF ENTIRE EXPANDED DISTRICT BOUNDARY