

**STOLTE RANCH SPECIAL IMPROVEMENT 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 **Linda R. Stolte, Hugo C. Stolte, Stephanie S. Stolte, Susan R. Stolte, and Randall C. Stolte**, collectively, owners of the proposed District Property (as defined herein and hereafter referred to as “Owners”). City and Owners shall hereafter collectively be referred to as “Parties” or in the singular as “Party.”

**RECITALS**

**WHEREAS**, Owner has submitted a petition to Bexar County, Texas (the “County”) which was filed in the Bexar County official public records on October 11, 2019, to create a public improvement district to be named the Stolte Ranch Special Improvement District (the “District”) pursuant to Chapter 382 of the Texas Local Government Code, as amended (the “Code”); and

**WHEREAS**, the District Property (as defined herein) specifically consists of approximately 238.215 acres of land, as more particularly described in **Exhibit “A”** and **Exhibit “B”**) which are attached hereto and fully incorporated herein; and

**WHEREAS**, Forestar Group, Inc., a Delaware corporation (hereinafter, referred to as the “Developer”), proposes to purchase the District Property and, upon the County’s creation of the District and Developer’s acquisition of the District Property, Developer intends to develop the “Project”, as further defined and described herein; and

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to Subchapter G of Chapter 212 of the Texas Local Government Code, § 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 District within the City’s extraterritorial jurisdiction (“ETJ”) and the inclusion of the District Property therein, (2) to the County’s delegation to the District the powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, and (3) the power to construct water, wastewater, and drainage facilities in accordance with Section 382.101 of the Code; but the City’s consent does not include the powers to exercise eminent domain, annexation and exclusion of property from the District.

**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 Parties, 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 “Director” shall mean the Director of the Department of Planning.
- 1.4 “City” and “County” shall have the meanings specified above.
- 1.5 “Code” shall mean the Texas Local Government Code, as amended.
- 1.6 “District” shall mean the public improvement district proposed in Owner’s petition for the creation of the Stolte Ranch Special Improvement District filed with the County on October 11, 2019 which includes the District Property.
- 1.7 “District Property” shall refer to approximately 238.215 acres of property, more particularly described and illustrated in **Exhibits “A” and “B”**, which are incorporated herein for all purposes.
- 1.8 “Effective Date” shall mean the effective date of the County’s order creating the District.
- 1.9 “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.
- 1.10 “Owners” shall have the meaning specified above and shall include any successors and assigns.
- 1.11 “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.

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 Parties.

2.2 Owners represent to City that they collectively are the owners of the proposed District Property and have the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

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 and within 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 Unified Development Code ("UDC") with review and approval of the City's Director of the Department of Planning and the Director of the Development Services Department each of whom reserves the right to exercise discretion with respect to any MDP review and approvals as afforded them under the UDC.

### **IV. CONSIDERATION**

4.1 In exchange for Owner's agreement to be bound by the terms of this Agreement, City consents to (1) the establishment of the District within the City's extraterritorial jurisdiction ("ETJ") and the inclusion of the District Property therein, (2) to the County's delegation to the District the powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, and (3) the power to construct water and wastewater facilities in accordance with Section 382.101; but the City's consent does not include the powers to exercise eminent domain, annexation and exclusion of property from the District.

4.2 Non-annexation. The Parties agree that in exchange for Owner's agreement to comply 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.

4.3 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 and Owner's consent to annexation pursuant to Chapter 212 of Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 4.2 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 6.3 and 6.4 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.

4.4 Owners agree that this voluntary petition and consent 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.

4.5 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 Texas Local Government 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.

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

4.7 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 4.3 of the Development Agreement, executed on \_\_\_\_\_, 2019, 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.”

4.8 Owners agree that Owners will comply with all 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.

4.9 As applicable, and subject to Section 4.10 below, Owners shall comply with the requirements of Section 382.109 of the Code regarding road projects on the District Property, as described by Section 382.109 of the Code to the extent such requirements apply to properties located in the City’s ETJ.

4.10 Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that, in accordance with Section 212.172(g), this Agreement constitutes a permit under Chapter 245 of the Code.

4.11 The Parties agree and acknowledge that Section 382.201 of the Code, as it exists on the Effective Date of this Agreement, shall apply to this Agreement.

## V. WRITTEN AGREEMENT REGARDING SERVICES

5.1 In the event the City annexes the Annexation Area pursuant to this Agreement, the Parties agree that this Section V 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 no more than 3 years from 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.* 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 are provided and fees are assessed in accordance with the City's Code of Ordinances, as may be amended.

**1. 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.

**A. 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 5.1.

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 (SWAT); 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 24 hours a day, seven days a week, and to maintain an average response time. SAPD San Antonio Fear Free Environment Unit (SAFFE) 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, 24 hours a day, seven 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.

**B. 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.

**C. 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.

*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.

**D. Operation and Maintenance of Water and Wastewater Facilities** – San Antonio Water System (SAWS) will maintain and operate the public water and wastewater facilities that are within its certified service area. Routine standard maintenance of the facilities is performed on a scheduled basis. Emergency maintenance and repairs receive immediate attention, and are available 24 hours a day, 7 days a week. The facilities will be maintained and operated in accordance with standard SAWS policies and procedures, and under the provisions of the SAWS Utility Service Regulations for the extension of facilities.

*SAWS Monthly Rates* – The SAWS rate structure is designed to provide balance between residential and business rates and to encourage conservation with rates that increase at higher levels of consumption. SAWS customers, after annexation, will pay the lower Inside City Limit rate as opposed to the Outside City Limit rate.

*SAWS Water Conservation Programs and Rebates* – SAWS water conservation education programs and rebates are available to SAWS customers. Currently commercial customers account for 6.0% of the customer base and 35.1% of SAWS' annual water sales, there is great potential for water savings through commercial conservation programs. Commercial customers also have access to water conservation education and incentives. There are programs to make irrigation systems more efficient and customer rebates for big projects that address operational efficiencies. Detailed information on these and other programs can be found on the SAWS website at [www.saws.org](http://www.saws.org).

Water service and wastewater service will be provided to the Annexation Area. Notwithstanding any provision herein to the contrary, this Agreement will not terminate, reduce, or otherwise affect any approved Equivalent Dwelling Units (“EDUs”) allocated to the Annexation Area or any Utility Service Agreement (“USA”) applicable to the Annexation Area.

**E. Operation and Maintenance of Roads and Streets, including Street Lighting –**

The Transportation and Capital Improvements Department (TCI) 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 (ADA) 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 (NAMP)
- Emergency Street Closure Services
- Street Re-striping and Marking Services

*Infrastructure Management Program (IMP)* is a five-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.

*Transportation Systems Management & Operations* – If necessary, TCI 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 24 hours a day, 365 days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City’s 311 Call Center.

*Storm Water Utility* – The Storm Water Utility is housed within the TCI 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 <http://www.sanantonio.gov/TCI/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 fees will be assessed for the subject property.

*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.

**F. 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).

**G. 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.

**2. 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:

**A. 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 (Unified Development Code (“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, and
- Enforcement of garage sale permits

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

**B. 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, TX. 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.

**C. 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, TX.

**D. Library Services** – The nearest library services to the Annexation Area can be identified through the web address [www.mysapl.org/digital](http://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](http://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](http://www.mysapl.org).

**E. 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 (BLL) 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.

**F. 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.

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

**3. 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, Local Government 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.

**A. Police Protection** – No capital improvements are necessary at this time to provide police services.

**B. Fire Protection** – No capital improvements are necessary at this time to provide fire services.

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

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

- E. 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.
- F. Parks, Playgrounds and Swimming Pools** – No capital improvements are necessary at this time to provide parks and recreation services.
- G. Library Services** – No capital improvements are necessary at this time.
- H. 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.
- I. This Article 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.

## **VI. DEFAULT**

6.1 Subject to Sections 6.3 and 6.4 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.

6.2 Subject to Sections 6.3 and 6.4 below, a Party shall be declared in “Default” if a material breach occurs of any covenant, obligation, or provisions of this Agreement.

6.3 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”). The Cure Period may be extended by written agreement of the Parties and shall be subject to approval of the City Council.

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

## **VII. REMEDIES**

7.1 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 of Ordinances (Unified Development Code).

7.2 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.

7.3 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.

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

## **VIII. NON-WAIVER**

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.

## **IX. ASSIGNMENT**

9.1 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.

9.2 This Agreement (including the duties, rights and obligations set forth herein) may not be assigned by Owners except for assignments to Developer, home builders, individual single lot owners, and as described in section 9.3 below, without the prior written consent of City, and subject to approval by the City Council, as evidenced by passage of an ordinance. Any subsequent assignment by an Owners, except for assignments to Developer, home builders, individual single lot owners, and as described in section 9.3 below, shall only be done with the

written consent of the City as evidenced by action of the City Council by ordinance.

9.3 Notwithstanding Section 9.2, 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, (i) 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; if Owners and/or Developer possesses or acquires 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 (iii) Owners and/or Developer may collaterally assign its rights and obligations hereunder to any lender to which such party has granted a lien encumbering all or part of such Property..

## **X. ENTIRE AGREEMENT**

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

10.2 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 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.

## **XI. AMENDMENTS**

11.1 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 Parties, and subject to approval by the City Council, as evidenced by passage of an ordinance.

## **XII. SEVERABILITY**

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.

### **XIII. INDEPENDENT CONTRACTORS**

Owners covenant and agree that it is an independent contractor and is 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 "respondeat 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.

### **XIV. LEGAL AUTHORITY**

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

### **XV. VENUE AND GOVERNING LAW**

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

15.2 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, Texas.

### **XVI. PARTIES' REPRESENTATIONS**

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.

### **XVII. NOTICE**

17.1 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 (a) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such

courier, (b) 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, (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery, or (d) United States certified mail, return receipt requested, postage prepaid, addressed to the addressee, in which case notice shall be deemed delivered three business 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:** Hugo C. Stolte, III  
2155 Talley Road,  
San Antonio, Texas, 78253

Linda R. Stolte  
1605 Talley Rd., Lot 1,  
San Antonio, Texas, 78253

Randall C. Stolte  
1605 Talley Road, Lot 1,  
San Antonio, Texas, 78253

Stephanie S. Stolte  
6502 Bandera Rd., #101  
San Antonio, Texas, 78253

Susan Stolte  
2155 Talley Rd.,  
San Antonio, Texas, 78253

**Developer:** Forestar (USA) Real Estate Group, Inc.  
10700 Pecan Park Blvd., Suite 150  
Austin, Texas, 78750



**With copies to:** Brown & Ortiz, P.C.  
Attention: Daniel Ortiz  
112 E. Pecan Street, Suite 1360  
San Antonio, Texas 78205

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

### **XVIII. CAPTIONS**

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.

### **XIX. UNINTENDED OMISSION**

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.

### **XX. COUNTERPARTS**

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.

### **XXI. RECORDATION**

This Agreement shall be recorded in the Real Property Records of Bexar County, Texas.

### **XXII. TERM**

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. Notwithstanding any provision herein to the contrary, in the event the District is dissolved within 1 year from the Effective Date, this Agreement automatically terminates upon the effective date of the District's dissolution, without any further action from the Parties and the Parties are relieved of any further rights and obligations under this Agreement.

*Signatures on the Following Pages*

DRAFT

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

**CITY:**

**CITY OF SAN ANTONIO, TEXAS**

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

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

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

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

**ATTEST/SEAL:**

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

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

Title: City Clerk

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

DRAFT

**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 \_\_\_\_\_, 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: \_\_\_\_\_

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

**OWNERS:**

**HUGO C. STOLTE**

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

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

**ACKNOWLEDGEMENT**

State of Texas                   §

§

County of Bexar               §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by **HUGO C. STOLTE**.

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

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

**LINDA R. STOLTE**

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

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

**ACKNOWLEDGEMENT**

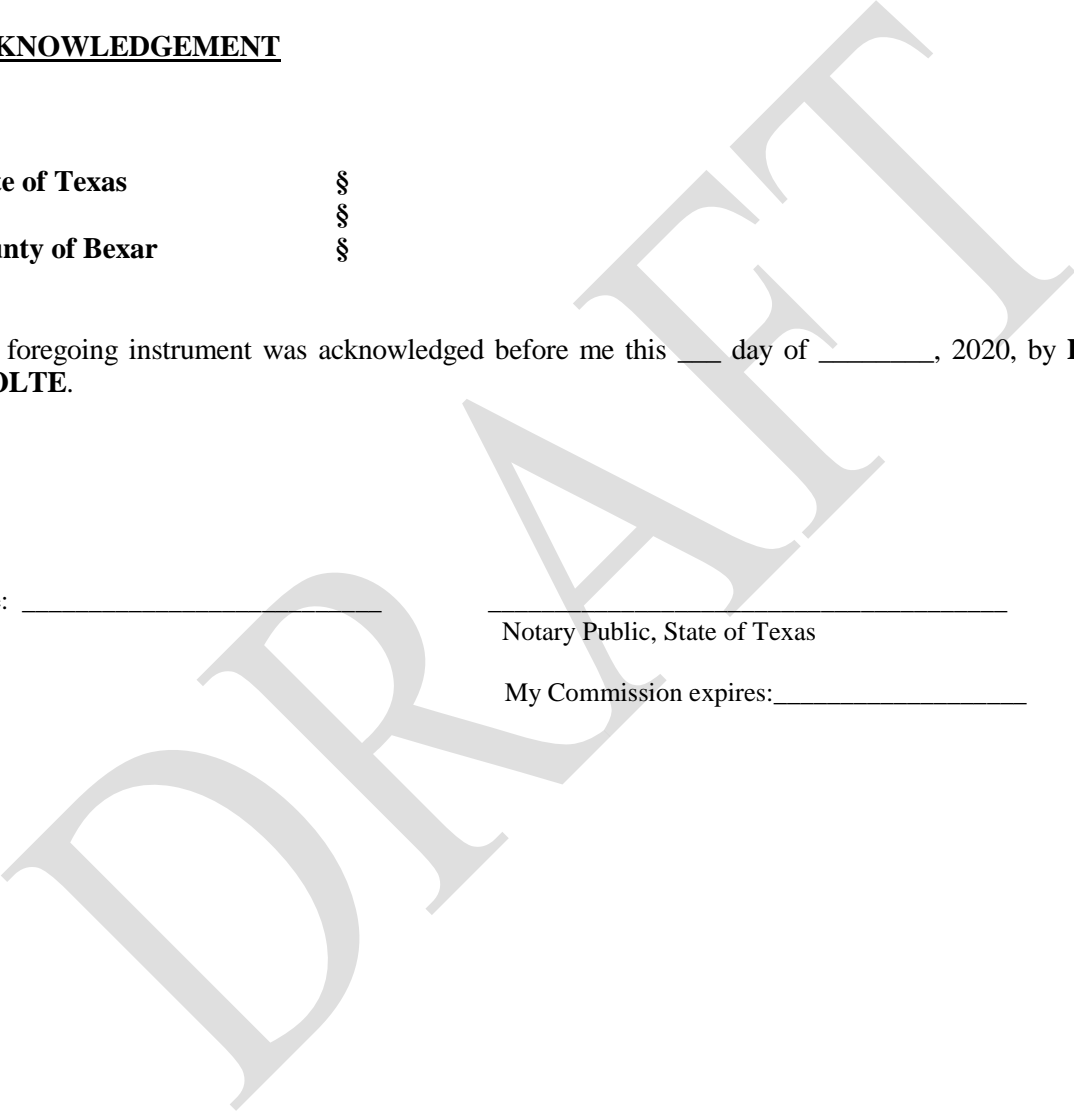
**State of Texas**                    §  
   §  
**County of Bexar**                §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by **LINDA R. STOLTE**.

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

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_



**RANDALL C. STOLTE**

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

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

**ACKNOWLEDGEMENT**

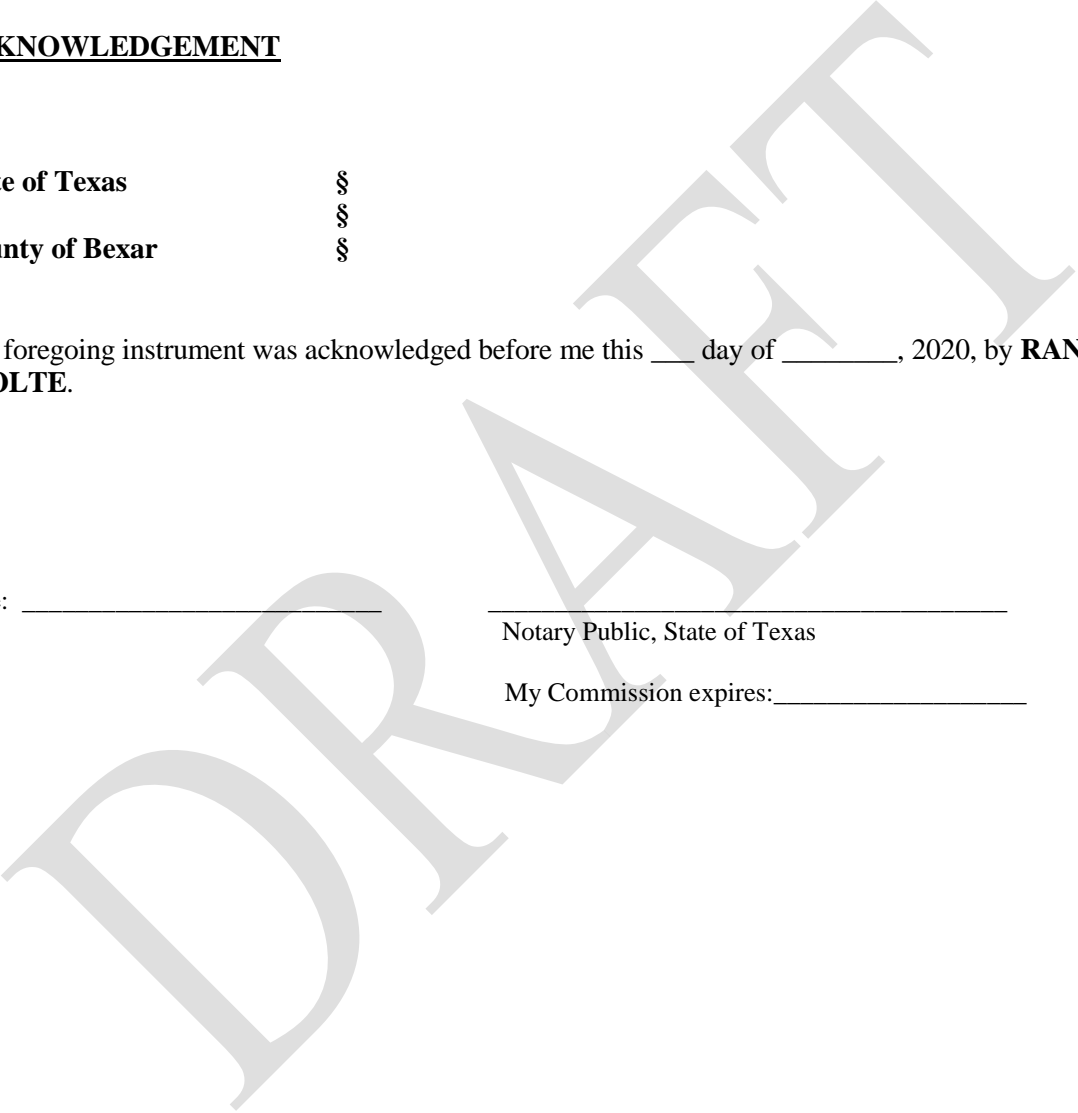
**State of Texas**                   §  
  §  
**County of Bexar**               §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by **RANDALL C. STOLTE**.

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

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_



**STEPHANIE S. STOLTE**

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

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

**ACKNOWLEDGEMENT**

**State of Texas** §

§

**County of Bexar** §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by **STEPHANIE S. STOLTE**.

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

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_



**SUSAN STOLTE**

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

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

**ACKNOWLEDGEMENT**

**State of Texas**                    §  
  §  
**County of Bexar**               §

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by **SUSAN STOLTE**.

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

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

**EXHIBIT A**

FIELD NOTES AND SURVEY MAPS

DRAFT



METES AND BOUNDS DESCRIPTION  
FOR  
STOLTE RANCH PUBLIC IMPROVEMENT DISTRICT

A 238.215 acre, or 10,376,637 square feet more or less, tract of land comprised of the remaining portion of the 208.429 acre tract described in Volume 6475, Page 533 in the Deed Records of Bexar County, Texas, the 7.035 acre tract described in Volume 10949, Page 39 in the Official Public Records of Real Property of Bexar County, Texas, the 0.719 acre tract described in Volume 2711, Page 1263 in said Official Public Records, the 2.523 acre tract described in Volume 1735, Page 763 in said Official Public Records, the 8.00 acre tract described in Volume 11220, Page 410 in said Official Public Records, the 0.2356 acre tract described in Volume 3861, Page 30 in said Official Public Records, the 8.3762 acre tract described in Volume 3861, Page 32 in said Official Public Records, the two 25.00 acre tracts both described in Volume 3784, Page 1372 in said Official Public Records, the remaining portion of the 1.3525 acre tract described in Volume 15500, Page 945 in said Official Public Records, the remaining portion of the 4.638 acre tract described in Volume 2998, Page 422 in said Official Public Records, the 0.103 acre tract described in Volume 3040, Page 915 in said Official Public Records, the remaining portion of the 1.000 acre tract described in Volume 2757, Page 1404 in said Official Public Records and Lot 175 and Lot 179, Rolling Oaks Estates, Unit 5 recorded in Volume 9500, Page 13 in the Deed and Plat Records of Bexar County, Texas, situate in the T.R. Edmondson Survey No. 203, Abstract 229, County Block 4384, the William Bryan Survey No. 204, Abstract 118, County Block 4383, the George Fellows Survey No. 205, Abstract 235, County Block 4388, the A. Cagnion Survey No. 202 ¼, Abstract 184, County Block 4386, the A. Cagnion and Brother Survey No. 208, Abstract 955, County Block 4384, and the C.C.S.D. & R.G. RR Company Survey, No. 207, Abstract 887, County Block 4384; Bexar County, Texas. Said 238.215 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

**BEGINNING:** At a found iron rod with cap marked "LNV" on the west right-of-way line of Talley Road, a variable width right-of-way, on the north line of said 208.429 acre tract and the south line of the 3.716 acre tract described in Volume 16984, Page 2333 in said Official Public Records;

**THENCE:** S 18°46'06" E, along and with the west right-of-way line of said Talley Road, a distance of 3804.52 feet to a found iron rod with cap marked "LNV" on a south line of said 208.429 acre tract and the north line of the 5.000 acre tract recorded in Volume 11981, Page 140 in said Official Public Records and described in Volume 11055, Page 844 in said Official Public Records;

**THENCE:** Departing the west right-of-way line of said Talley Road, along and with the south line of said 208.429 acre tract and the north line of said 5.000 acre tract, the following bearings and distances:

S 81°54'02" W, a distance of 221.84 feet to a found 60D nail;

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TBPE Firm Registration #470 | TBPLS Firm Registration #10028800

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Transportation | Water Resources | Land Development | Surveying | Environmental

2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com

S 04°40'33" W, a distance of 19.95 feet to a found ½" iron rod;

THENCE: S 78°13'29" W, along and with the south line of said 208.429 acre tract, the north line of said 5.000 acre tract and the north line of Lot 1, Block 1, K & D Durham Subdivision recorded in Volume 9696, Page 175 in said Deed and Plat Records, a distance of 755.85 feet to a found ½" iron rod, at an angle point of said 208.429 acre tract, the northeast corner of said 7.035 acre tract and the northwest corner of said Lot 1;

THENCE: S 08°06'36" E, along and with an east line of said 7.035 acre tract, the west line of said Lot 1 and the west line of the 20.017 acre tract described in Volume 15690, Page 336 in said Official Public Records, a distance of 575.79 feet to found iron rod with illegible cap, at an angle point of said 7.035 acre tract and said 20.017 acre tract;

THENCE: S 28°30'13" E, along and with an east line of said 7.035 acre tract and a west line of said 20.017 acre tract, a distance of 472.14 feet to a point (unable to set monument) on the north line the 12.083 acre tract described in Document No. 20180238058 in said Official Public Records, at the southeast corner of said 7.035 acre tract and the southwest corner of said 20.017 acre tract;

THENCE: Along and with the south line of said 7.035 acre tract and the north line of said 12.083 acre tract, the following bearings and distances:

N 83°26'05" W, a distance of 95.56 feet to a point (unable to set monument);

N 71°35'57" W, a distance of 60.57 feet to a point (unable to set monument);

N 81°01'41" W, a distance of 54.51 feet to a point (unable to set monument);

N 59°03'51" W, a distance of 141.26 feet to a found ½" iron rod;

THENCE: Along and with the north line of said 12.083 acre tract, the following bearings and distances:

N 74°41'39" W, a distance of 94.87 feet to a found ½" iron rod;

S 71°08'44" W, a distance of 19.89 feet to a found ½" iron rod, at the southwest corner of said 7.035 acre tract, the northwest corner of said 12.083 acre tract and the northeast corner of the 13.425 acre tract described in Document No. 20180238057 in said Official Public Records;

THENCE: Along and with the north line of said 13.425 acre tract the following bearings and distances:

*PR*

S 73°09'17" W, a distance of 179.38 feet to a found ½" iron rod;

S 67°35'05" W, a distance of 32.69 feet to a found 60D nail in a 24" oak tree;

S 48°30'09" W, a distance of 68.32 feet to a found ½" iron rod;

S 12°46'57" W, a distance of 216.75 feet to a found ½" iron rod, at the southwest corner of said 0.719 acre tract, an angle point of said 13.425 acre tract and the southeast corner of the 20.474 acre tract described in Volume 15374, Page 142 in said Official Public Records;

THENCE: Along and with the west line of said 0.719 acre tract and the east line of said 20.474 acre tract, the following bearings and distances:

N 31°42'45" W, a distance of 72.69 feet to a set ½" iron rod with cap marked "Pape-Dawson";

N 18°42'43" W, a distance of 63.28 feet to a found 60D nail in a 24" oak tree, at the northwest corner of said 0.719 acre tract and the southwest corner of said 208.429 acre tract;

THENCE: N 29°43'20" W, along and with a west line of said 208.429 acre tract and the east line of said 20.474 acre tract, a distance of 115.45 feet to a found iron rod with illegible cap, at the southeast corner of said 8.00 acre tract;

THENCE: Along and with said 8.00 acre tract, the following bearings and distances:

S 65°02'13" W, a distance of 643.50 feet to a found ½" iron rod, at the most southerly southwest corner of said 8.00 acre tract;

N 31°56'09" W, a distance of 443.49 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 65°04'01" W, a distance of 618.08 feet to a found ½" iron rod with cap marked "Baker";

N 35°42'03" W, a distance of 30.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 67°50'42" W, a distance of 107.10 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

*RR*

N 50°57'51" W, a distance of 131.91 feet to a found iron rod with cap marked "Allen";

N 77°00'03" W, a distance of 228.69 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east right-of-way line of Pheasant Run, a 60-foot right-of-way dedicated in Volume 9500, Page 13 in said Deed and Plat Records, at the most westerly southwest corner of said 8.00 acre tract, from which a found iron rod with cap marked "Dye" on the east right-of-way line of said Pheasant Run, at the most westerly southwest corner of said 20.474 acre tract and the northwest corner of Lot 169, Rolling Oaks Estates, Unit 5 recorded in Volume 9500, Page 13 in said Deed and Plat Records bears southeasterly along a curve to the right, said curve having a radius of 480.00 feet, a central angle of 03°56'29", a chord bearing and distance of S 19°26'33" E, 33.01 feet, an arc distance of 33.02';

THENCE: Northwesterly, along and with the east right-of-way line of said Pheasant Run and the west line of said 8.00 acre tract, along a non-tangent curve to the left, said curve having a radius of 480.00 feet, a central angle of 03°57'44", a chord bearing and distance of N 23°23'39" W, 33.19 feet, for an arc length of 33.19 feet to a found ½" iron rod, at the northwest corner of said 8.00 acre tract and the southwest corner of Lot 170 of said Rolling Oaks Estates, Unit 5;

THENCE: Departing the east right-of-way line of said Pheasant Run, along and with the common line of said 8.00 acre tract and said Lot 170 the following bearings and distances:

S 77°18'20" E, a distance of 260.05 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 49°37'37" E, a distance of 113.21 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 10.00 feet, a central angle of 69°50'58", a chord bearing and distance of S 84°00'53" E, 11.45 feet, for an arc length of 12.19 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 65°04'01" E, at a distance of 75.25 feet passing a found railroad spike at the southeast corner of said Lot 170 and the southwest corner of Lot 171 of said Rolling Oaks Estates, Unit 5, continuing along and with the northwest line of said 8.00 acre tract and a southeast line of said Rolling Oaks Estates, Unit 5, a total distance of 1245.92 feet to a found ½" iron rod on the west line of said 2.523 acre tract, at the northeast corner of said 8.00 acre tract, the south corner of said Lot 175 and the easternmost corner of Lot 174 of said Rolling Oaks Estates, Unit 5;

RR

- THENCE: N 72°54'30" W, along and with the southwest line of said Lot 175 and the northeast line of said Lot 174, a distance of 592.48 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the east right-of-way line of Sunnyview Trails, a 60-foot right-of-way dedicated in Volume 9500, Page 13 in said Deed and Plat Records, at the southwest corner of said Lot 175 and the northernmost corner of said Lot 174;
- THENCE: Northwesterly, along and with the east right-of-way line of said Sunnyview Trails and the west line of said Lot 175, along a non-tangent curve to the left, said curve having a radius of 50.00 feet, a central angle of 95°06'40", a chord bearing and distance of N 30°31'04" W, 73.79 feet, for an arc length of 83.00 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the westernmost corner of said Lot 175 and the south corner of Lot 176 of said Rolling Oaks Estates, Unit 5;
- THENCE: N 65°03'15" E, departing the east right-of-way line of said Sunnyview Trail, along and with the northwest line of said Lot 175 and the southwest line of said Lot 176, a distance of 392.21 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on the west line of said 2.523 acre tract, at the north corner of said Lot 175 and the east corner of said Lot 176;
- THENCE: Along and with the common line of said 2.523 acre tract and said Rolling Oaks Estates, Unit 5, the following bearings and distances:
- N 31°37'00" W, a distance of 133.37 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";
- N 16°32'31" W, a distance of 356.25 feet to a found ½" iron rod on a southwest line of said 208.429 acre tract, at the northwest corner of said 2.523 acre tract and an angle point of said Lot 177;
- THENCE: N 69°58'52" W, along and with a southwest line of said 208.429 acre tract and a northeast line of said Rolling Oaks Estates, Unit 5, a distance of 506.48 feet to a found railroad spike, at the east corner of said Lot 179 and the north corner of Lot 178 of said Rolling Oaks Estates, Unit 5;
- THENCE: S 20°00'33" W, along and with the southeast line of said Lot 179 and the northwest line of said Lot 178, at a distance of 383.24 feet passing a found ½" iron pipe, continuing a total distance of 385.00 feet to a point on the northeast right-of-way line of Crescent Hill, a 60-foot right-of-way, dedicated in Volume 9500, Page 13 in said Deed and Plat Records, at the south corner of said Lot 179 and the west corner of said Lot 178;

RR

- THENCE: N 69°58'52" W, along and with the northeast right-of-way line of said Crescent Hill and the southwest line of said Lot 179, a distance of 226.23 feet to a point, at the west corner of said Lot 179 and the south corner of Lot 180 of said Rolling Oaks Estates, Unit 5, from which a found ¼" iron rod bears S 20°01'56" W, a distance of 0.35 feet;
- THENCE: N 20°01'56" E, departing the northeast right-of-way line of said Crescent Hill, along and with the northwest line of said Lot 179 and the southeast line of said Lot 180, at a distance of 384.50 feet passing a found ½" iron rod, continuing a total distance of 385.00 feet to a point, on a southwest line of said 208.429 acre tract, at the north corner of said Lot 179 and the east corner of said Lot 180;
- THENCE: N 69°58'52" W, along and with a southwest line of said 208.429 acre tract and a northeast line of said Rolling Oaks Estates, Unit 5, a distance of 1311.49 feet to a found 1/2" iron rod on the southeast line of the 13.42 acre tract described in Volume 7847, Page 871 in said Deed Records, at the west corner of said 208.429 acre tract and the northernmost corner of Lot 184 of said Rolling Oaks Estates, Unit 5;
- THENCE: N 44°41'37" E, along and with a northwest line of said 208.429 acre tract and the southeast line of said 13.42 acre tract, a distance of 715.16 feet to a found 1/2" iron rod, at the southernmost corner of said 8.3762 acre tract, the easternmost corner of said 13.42 acre tract and a south corner of the 2.923 acre tract described in Volume 4684, Page 1471 in said Deed Records;
- THENCE: N 24°06'58" E, along and with a northwest line of said 8.3762 acre tract, a southeast line of said 2.923 acre tract and a southeast line of Lot 3, Elm Valley Park, Unit 3 recorded in Volume 9521, Page 68 in said Deed and Plat Records, a distance of 178.21 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", at an angle point of said 8.3762 acre tract, an angle point of said Lot 3 and the south corner of Lot 4 of said Elm Valley Park, Unit 3;
- THENCE: Along and with the common line of said 8.3762 acre tract and said Lot 4 the following bearings and distances:
- N 30°23'33" E, a distance of 327.57 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";
- N 43°34'42" W, a distance of 61.99 feet to a found ½" iron rod on the southeast right-of-way line of Elm Forrest, a 60-foot right-of-way, at an angle point of said 8.3762 acre tract and the north corner of said Lot 4;
- THENCE: Along and with the southeast right-of-way line of said Elm Forrest and the northwest line of said 8.3762 acre tract, the following bearings and distances:



N 47°17'25" E, a distance of 223.74 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 28°05'55" E, a distance of 358.88 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 45°15'55" E, a distance of 446.63 feet to a found 1/2" iron rod, at a north corner of said 8.3762 acre tract and the west corner of Lot 1, Elm Valley Park, Unit 1 recorded in Volume 9520, Page 89 in said Deed and Plat Records;

THENCE: Departing the southeast right-of-way line of said Elm Forrest, along and with the common line of said 8.3762 and said Elm Valley Park, Unit 1 the following bearings and distances:

S 44°49'55" E, a distance of 61.28 feet to a found 1/2" iron rod;

N 51°51'19" E, a distance of 196.24 feet to a found 1/2" iron rod;

S 80°23'55" E, a distance of 259.65 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", on a northwest line of said 208.429 acre tract, at the easternmost corner of said 8.3762 acre tract and the south corner of Lot 2 of said Elm Valley Park, Unit 1;

THENCE: Along and with the common line of said 208.429 acre tract and said Elm Valley Park, Unit 1, the following bearings and distances:

N 43°47'59" E, a distance of 75.59 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 46°02'18" E, a distance of 163.24 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson";

N 44°49'09" E, a distance of 342.97 feet to a found 1/2" iron rod, at the south corner of said 0.2356 acre tract and the east corner of Lot 6 of said Elm Valley Park, Unit 1;

THENCE: N 43°24'45" W, along and with the southwest line of said 0.2356 acre tract and the northeast line of said Lot 6, a distance of 171.90 feet to a found 1/2" iron rod on the southeast right-of-way line of said Elm Forrest, at the west corner of said 0.2356 acre tract and the north corner of said Lot 6;

THENCE: N 46°46'43" E, along and with the southeast right-of-way line of said Elm Forrest and the northwest line of said 0.2356 acre tract, a distance of 60.50 feet to a 1/2" iron rod, at the north corner of said 0.2356 acre tract and the west corner of said 3.716 acre tract;

Job No.:11910-00  
238.215 Acres  
Page 8 of 8

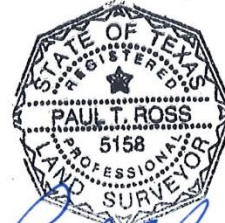
THENCE: S 43°24'45" E, departing the southeast right-of-way line of said Elm Forrest, along and with the northeast line of said 0.2356 acre tract and the southwest line of said 3.716 acre tract, a distance of 170.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" on a northwest line of said 208.429 acre tract, at the east corner of said 0.2356 acre tract and the south corner of said 3.716 acre tract;

THENCE: Along and with the common line of said 208.429 acre tract and said 3.716 acre tract, the following bearings and distances:

N 45°02'55" E, a distance of 406.35 feet to a found ½" iron rod;

N 58°59'55" E, a distance of 505.01 feet to the POINT OF BEGINNING and containing 238.215 acres in Bexar County, Texas. Said tract being described in conjunction with field work conducted under job number 11910-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: August 26, 2019 (Revised: September 6, 2019)  
JOB NO. 11910-00  
DOC. ID. N:\CIVIL\11910-00\Word\11910-00 FN 238.215 AC PID.docx



*Paul T. Ross*  
06 SEPT. 19





**LOCATION MAP**

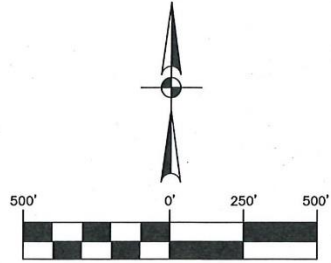
NOT-TO-SCALE

**LEGEND:**

- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- FD FOUND

**NOTES:**

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 11910-00 BY PAPE-DAWSON ENGINEERS, INC.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. THE LOCATION OF THE ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED.

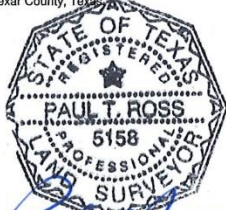


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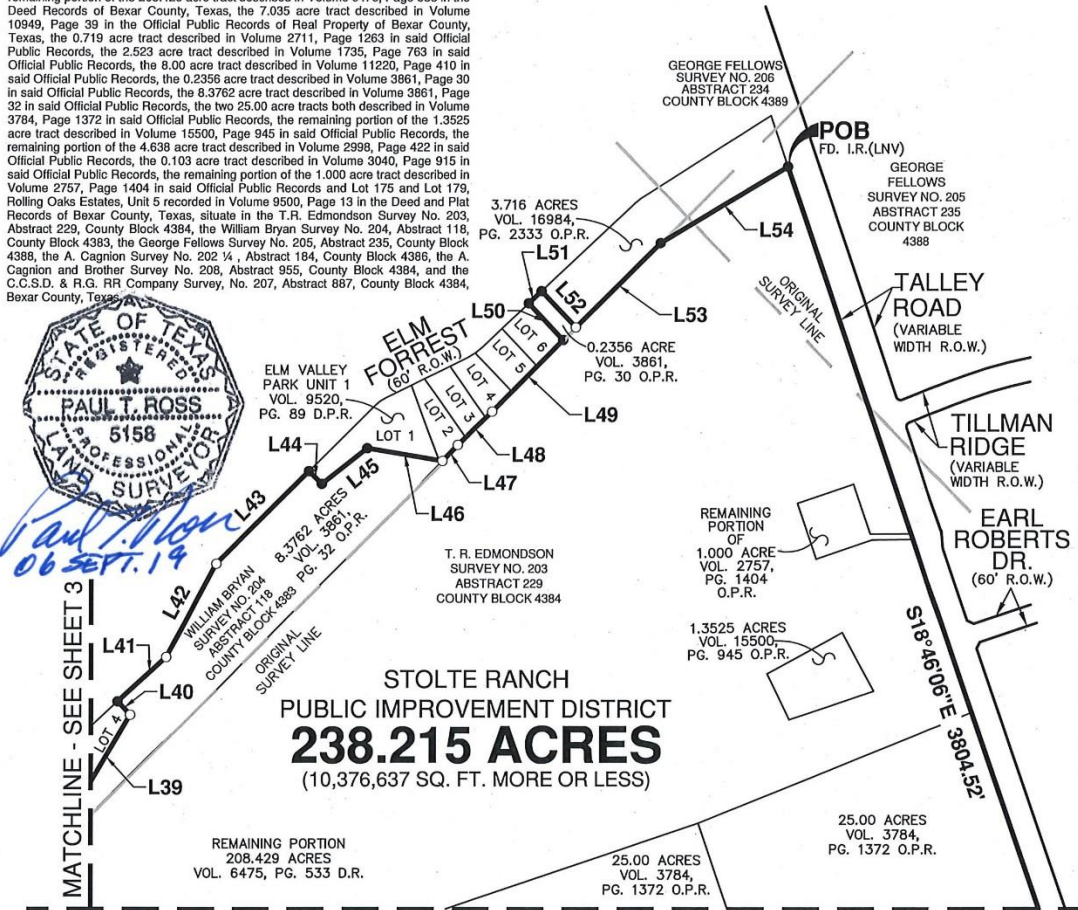
**SYMBOL LEGEND**

- SET 1/2" I.R.(PD)
- FOUND 1/2" I.R. (UNLESS OTHERWISE NOTED)

**EXHIBIT FOR**  
**STOLTE RANCH PUBLIC IMPROVEMENT DISTRICT**  
 A 238.215 acre, or 10,376,637 square feet more or less, tract of land comprised of the remaining portion of the 208.429 acre tract described in Volume 6475, Page 533 in the Deed Records of Bexar County, Texas, the 7.035 acre tract described in Volume 10949, Page 39 in the Official Public Records of Real Property of Bexar County, Texas, the 0.719 acre tract described in Volume 2711, Page 1263 in said Official Public Records, the 2.523 acre tract described in Volume 1735, Page 763 in said Official Public Records, the 8.00 acre tract described in Volume 11220, Page 410 in said Official Public Records, the 0.2356 acre tract described in Volume 3861, Page 30 in said Official Public Records, the 8.3762 acre tract described in Volume 3861, Page 32 in said Official Public Records, the two 25.00 acre tracts both described in Volume 3784, Page 1372 in said Official Public Records, the remaining portion of the 1.3525 acre tract described in Volume 15500, Page 945 in said Official Public Records, the remaining portion of the 4.638 acre tract described in Volume 2998, Page 422 in said Official Public Records, the 0.103 acre tract described in Volume 3040, Page 915 in said Official Public Records, the remaining portion of the 1.000 acre tract described in Volume 2757, Page 1404 in said Official Public Records and Lot 175 and Lot 179, Rolling Oaks Estates, Unit 5 recorded in Volume 9500, Page 13 in the Deed and Plat Records of Bexar County, Texas, situate in the T.R. Edmondson Survey No. 203, Abstract 229, County Block 4384, the William Bryan Survey No. 204, Abstract 118, County Block 4383, the George Fellows Survey No. 205, Abstract 235, County Block 4388, the A. Cagnion Survey No. 202 1/4, Abstract 184, County Block 4386, the A. Cagnion and Brother Survey No. 208, Abstract 955, County Block 4384, and the C.G.S.D. & R.G. RR Company Survey, No. 207, Abstract 887, County Block 4384, Bexar County, Texas.



*Paul T. Ross*  
 06 SEPT. 19



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
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 TBPB FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

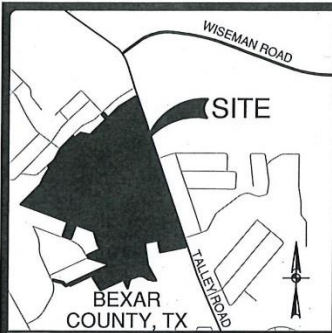
MATCHLINE - SEE SHEET 2

SEPTEMBER 6, 2019

SHEET 1 OF 3  
 JOB No.:11910-00

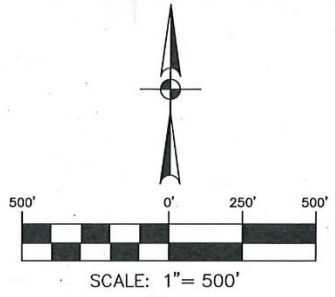
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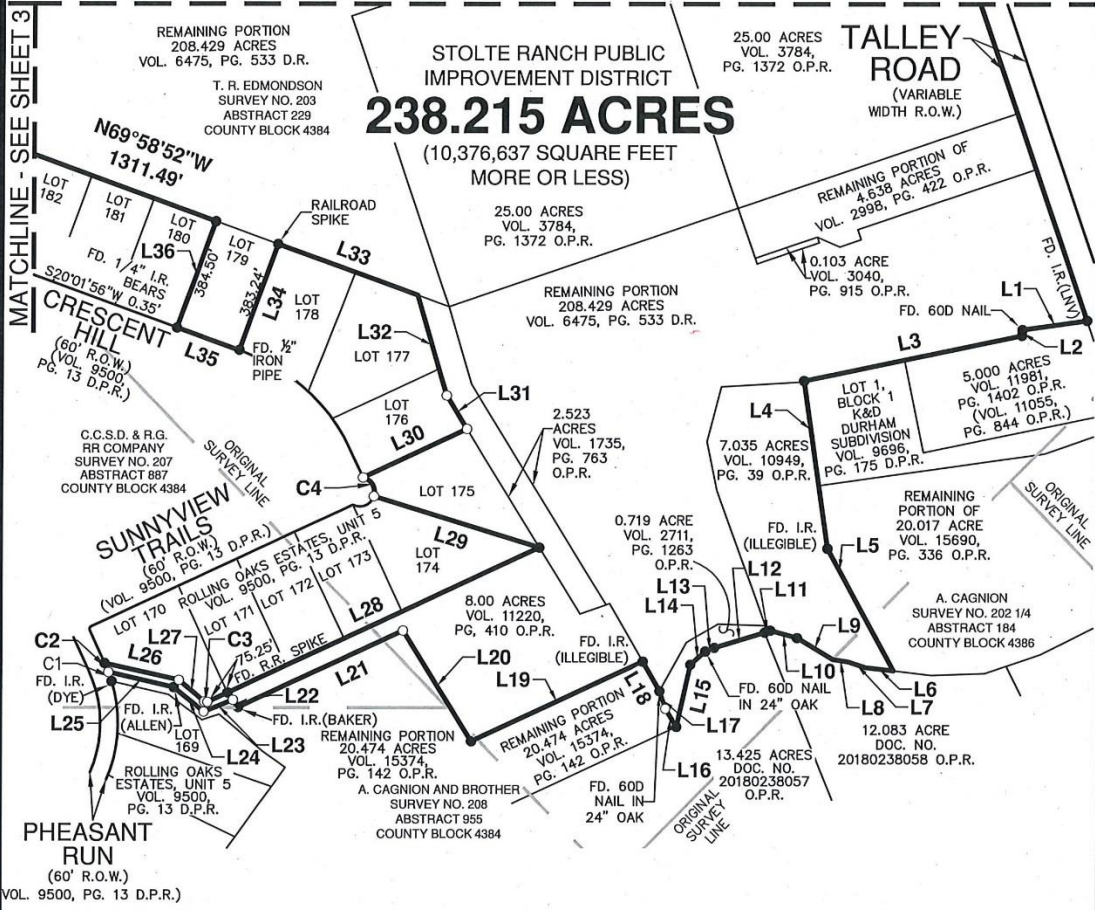


**LEGEND:**  
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 DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS  
 FD FOUND

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  3. THE LOCATION OF THE ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE AND HAVE NOT BEEN FIELD VERIFIED.



MATCHLINE - SEE SHEET 1



Date: Sep 06, 2019, 2:06pm, User: jh, Plot: 11910-00, Job: 11910-00, Job No.: 11910-00, Job Name: 11910-00

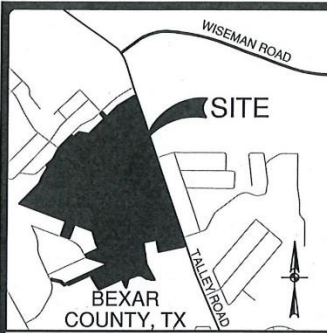
**PAPE-DAWSON ENGINEERS**

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 TBPB FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028000

SEPTEMBER 6, 2019

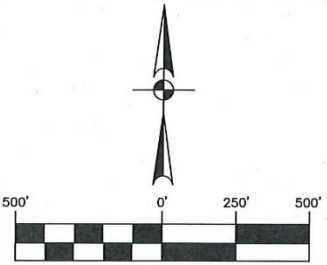
SHEET 2 OF 3  
 JOB No.:11910-00

REFERENCE:



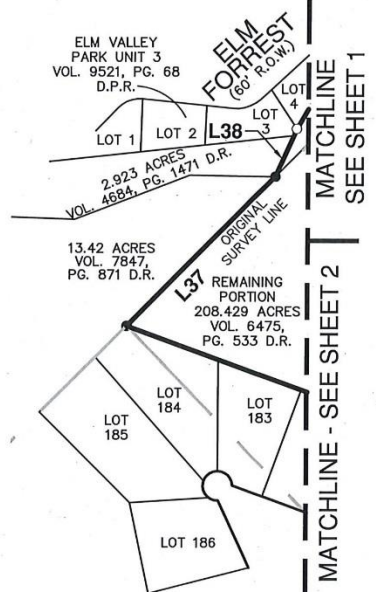
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SCALE: 1" = 500'  
**SYMBOL LEGEND**  
 ○ SET 1/2" I.R.(PD)  
 ● FOUND 1/2" I.R. (UNLESS OTHERWISE NOTED)

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	S81°54'02"W	221.84'	L28	N65°04'01"E	1245.92'
L2	S04°40'33"W	19.95'	L29	N72°54'30"W	592.48'
L3	S78°13'29"W	755.85'	L30	N65°03'15"E	392.21'
L4	S08°06'36"E	575.79'	L31	N31°37'00"W	133.37'
L5	S28°30'13"E	472.14'	L32	N16°32'31"W	356.25'
L6	N83°26'05"W	95.56'	L33	N69°58'52"W	506.48'
L7	N71°35'57"W	60.57'	L34	S20°00'33"W	385.00'
L8	N81°01'41"W	54.51'	L35	N69°58'52"W	226.23'
L9	N59°03'51"W	141.26'	L36	N20°01'56"E	385.00'
L10	N74°41'39"W	94.87'	L37	N44°41'37"E	715.16'
L11	S71°08'44"W	19.89'	L38	N24°06'58"E	178.21'
L12	S73°09'17"W	179.38'	L39	N30°23'33"E	327.57'
L13	S67°35'05"W	32.69'	L40	N43°34'42"W	61.99'
L14	S48°30'09"W	68.32'	L41	N47°17'25"E	223.74'
L15	S12°46'57"W	216.75'	L42	N28°05'55"E	358.88'
L16	N31°42'45"W	72.69'	L43	N45°15'55"E	446.63'
L17	N18°42'43"W	63.28'	L44	S44°49'55"E	61.28'
L18	N29°43'20"W	115.45'	L45	N51°51'19"E	196.24'
L19	S65°02'13"W	643.50'	L46	S80°23'55"E	259.65'
L20	N31°56'09"W	443.49'	L47	N43°47'59"E	75.59'
L21	S65°04'01"W	618.08'	L48	N46°02'18"E	163.24'
L22	N35°42'03"W	30.54'	L49	N44°49'09"E	342.97'
L23	S67°50'42"W	107.10'	L50	N43°24'45"W	171.90'
L24	N50°57'51"W	131.91'	L51	N46°46'43"E	60.50'
L25	N77°00'03"W	228.69'	L52	S43°24'45"E	170.14'
L26	S77°18'20"E	260.05'	L53	N45°02'55"E	406.35'
L27	S49°37'37"E	113.21'	L54	N58°59'55"E	505.01'



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	480.00'	3°56'29"	S19°26'33"E	33.01'	33.02'
C2	480.00'	3°57'44"	N23°23'39"W	33.19'	33.19'
C3	10.00'	69°50'58"	S84°00'53"E	11.45'	12.19'
C4	50.00'	95°06'40"	N30°31'04"W	73.79'	83.00'

Date: Sep 06, 2019, 9:06am User: D. Pappas File: N:\CONTRACTS\CONTR00-PD E\camp

**PAPE-DAWSON ENGINEERS**  
 SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TBPB FIRM REGISTRATION #470 | TBPSS FIRM REGISTRATION #10028600

PDR

SEPTEMBER 6, 2019

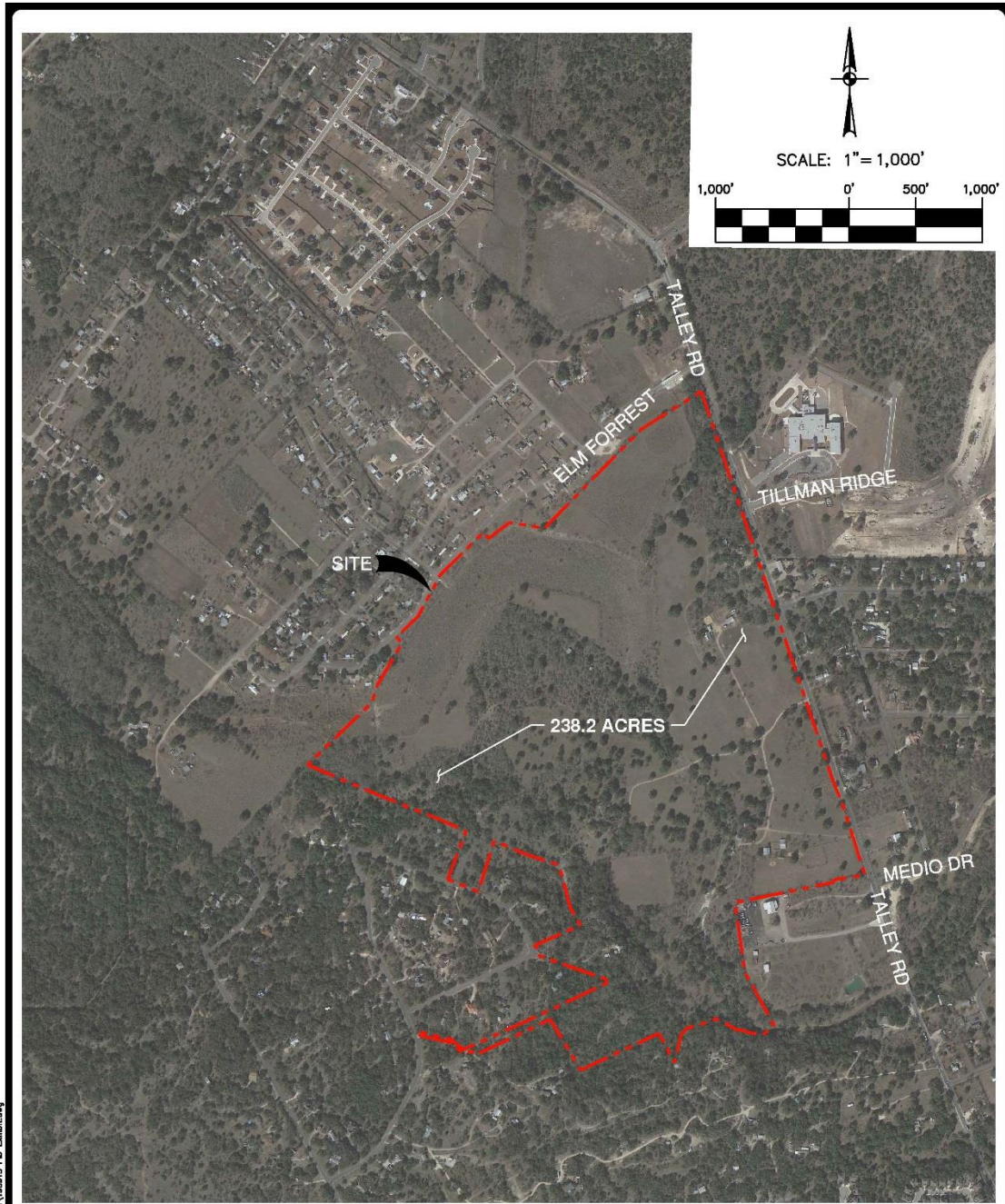
SHEET 3 OF 3  
 JOB No.:11910-00

REFERENCE:

**EXHIBIT B**

**BOUNDARY MAP OF THE DISTRICT**

DRAFT



Date: Oct 08, 2019, 8:12am User: D. Schumaker  
 Plot: P:\11910\1191000\1191000023 Exhibit EX.013 P10 Exhibit.dwg

JOB NO.	11910-00
DATE	SEPT. 2019
DESIGNER	DD
CHECKED_DD	DRAWN_DD
SHEET	EX.

**STOLTE RANCH PID**  
**SAN ANTONIO, TEXAS**  
**EXHIBIT**

  
**PAPE-DAWSON**  
**ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TSPS FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10022800

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DRAFT



**EXHIBIT C**

**PROPOSED INFRASTRUCTURE IMPROVEMENTS AND  
MASTER DEVELOPMENT PLAN**

DRAFT

**STOLTE RANCH - PUBLIC IMPROVEMENT DISTRICT**  
**October 28, 2019**

**PID - PUBLIC INFRASTRUCTURE IMPROVEMENTS**

DESCRIPTION	ONSITE IMPROVEMENTS			OFFSITE IMPROVEMENTS	
	Public Neighborhood & Residential Improvements (Street, Drain, Water, Sewer & Electric)	Major Public Improvements (Bridge)	Major Public Improvements (Collector Road)	Offsite Major Improvements (Decel Lanes)	Offsite Major Improvements (Traffic Signal)
Residential Subdivision (580 Lots w/ Impact Fees)	\$18,464,976				
Medio Creek Bridge & Design		\$3,013,188			
Collector Roadway			\$219,757		
Deceleration Lanes - Talley Road				\$126,000	
Traffic Signalization - Talley & Tillman Ridge					\$456,750
<b>Sub-Total PID Improvements:</b>		<b>\$21,697,921</b>		<b>\$582,750</b>	
<b>TOTAL STOLTE RANCH PID COSTS:</b>			<b>\$22,280,671</b>		

5:40 PM, 10/28/2019  
 F:\119\10\009\excel\10\022\_PID Costs 580 Lots\10\028\_PID Improvement Costs.xlsx

DKB

