

**GALLAGHER TRACT SPECIAL DISTRICT
DEVELOPMENT AGREEMENT**

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

RECITALS

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

1.3 "City" shall have the meaning specified above.

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

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

1.6 "Developer" shall have the meaning specified above.

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

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

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

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

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

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

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

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

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

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

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

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

II. REPRESENTATIONS AND ACKNOWLEDGMENTS

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

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

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

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

III. THE PROJECT & PUBLIC INFRASTRUCTURE

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

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

IV. CONSIDERATION AND TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. DEVELOPMENT STANDARDS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VI. WRITTEN AGREEMENT REGARDING SERVICES

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

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

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

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

These services include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The San Antonio Public Library locations provide the following services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. DEFAULT

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

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

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

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

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

VIII. REMEDIES

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

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

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

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

IX. NON-WAIVER

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

X. ASSIGNMENT

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

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

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

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

XI. ENTIRE AGREEMENT

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

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

XII. AMENDMENTS

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

XIII. SEVERABILITY

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

XIV. INDEPENDENT CONTRACTORS

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

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

XV. LEGAL AUTHORITY

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

XVI. VENUE AND GOVERNING LAW

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

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

XVII. PARTIES' REPRESENTATIONS

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

XVIII. NOTICE

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

City: City of San Antonio

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

Owners:

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

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

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

Developer:

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

With copies to:

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

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

XIX. CAPTIONS

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

XX. UNINTENDED OMISSION

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

XXI. COUNTERPARTS

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

XXII. RECORDATION

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

XXIII. TERM

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

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

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

XXIV. FORCE MAJURE

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

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

-Signatures on the Following Pages-

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

CITY:

CITY OF SAN ANTONIO, TEXAS

ATTEST/SEAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

ACKNOWLEDGEMENT

State of Texas §

§

County of Bexar §

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

Date: _____

Notary Public State of Texas
My Commission Expires: _____

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


OWNERS:

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

By: Gallagher Concourse GP, LLC,
its General Partner

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

By: Crockett Development, Inc.,
its General Partner

By: 
Christopher C. Hill
President

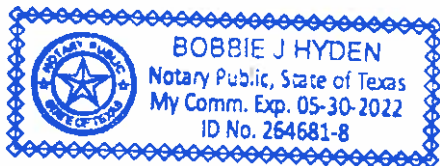
Date: ~~FEB 22~~ FEB 22, 2021

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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


Notary Public, State of Texas
My Commission Expires: _____



GOLDFINCH FARMS, LLC,
a Texas limited liability company

By:


Dean Williams
Manager

Date:

02/12/2021

ACKNOWLEDGEMENT

STATE OF TEXAS

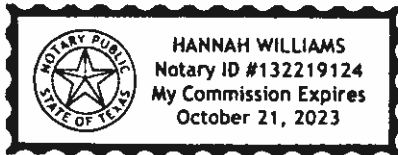
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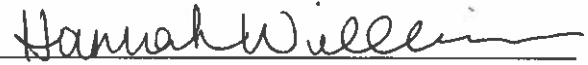
COUNTY OF BEXAR

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




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

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

By: 
Paul Denham
Managing Member

Date: 02/12/21

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

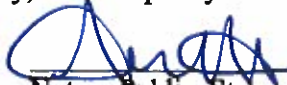

Notary Public, State of Texas
My Commission Expires: 12/05/2022



EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

EXHIBIT "B"
SURVEY MAPS

EXHIBIT "C"
PRELIMINARY MASTER DEVELOPMENT PLAN

EXHIBIT "D"
STRATEGIC PARTNERSHIP AGREEMENT