

RESOLUTION 2021-03-18-0022R

PROVIDING THE CITY OF SAN ANTONIO'S CONSENT TO THE CREATION OF A 625.348-ACRE FRESH WATER SUPPLY DISTRICT (FWSD) BY MEDINA COUNTY, TEXAS, GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF TAMARON VALLEY AND LEGEND FALLS WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN ANTONIO; THE SUBSEQUENT CONVERSION FROM THE FWSD TO A WATER CONTROL IMPROVEMENT DISTRICT (WCID); AND THE ANNEXATION OF LAND BY THE WCID TO EXPAND THE SIZE OF THE DISTRICT PROPERTY.

* * * * *

WHEREAS, Gallagher Concourse, LP, Ltd., D-W 381 Partners, LLC, and Goldfinch Farms, LLC, (the Owners) own approximately 625.348 acres of land in Medina County and approximately 42.442 acres of land in Bexar County, totaling approximately 667.79 acres of land, which are referred to as the "Gallagher Tracts," generally located southwest of the intersection of Tamaron Valley and Legend Falls, in the extraterritorial jurisdiction (ETJ) of the City of San Antonio (City); and

WHEREAS, on October 27, 2020, the Owners filed a petition with Medina County to create a Fresh Water Supply District (FWSD) consisting of the 625.348 acres located within Medina County to be named the Medina County FWSD No. 4; and for the County to delegate the powers of a road district and the power to construct roads, water, sewer and drainage facilities to the FWSD; and

WHEREAS, because the FWSD is to be located in the City's ETJ, in order for the County to delegate the powers requested by the Owners to the FWSD, the City must provide written consent by ordinance or resolution in accordance with section 42.042 (a) of the Texas Local Government Code; and

WHEREAS, on November 9, 2020, the Owners submitted a petition to the City requesting its consent to the creation of the FWSD by Medina County and the delegation of the powers of a road district as well as to construct certain public infrastructure by Medina County, as described in **Attachment "A"**; and

WHEREAS, the Owners have informed the City that they intend to convey the Property to Daphne Development, LLC who is the developer of the Property and that the conveyance will only occur if Medina County approves the creation of the FWSD. Daphne Development, LLC, (the Developer) intends to develop a residential subdivision and the public infrastructure on the "Gallagher Tracts" which is further described in the Summary of Estimated Project Costs and the preliminary Master Development Plan (MDP) enclosed as exhibits to the Owners' Petition to the City; and

WHEREAS, the Owners further intend that once the FWSD is created by Medina County, the FWSD board will convert the FWSD to a Water Control Improvement District (WCID) and will expand the boundaries of the WCID by annexing an additional 42.442 acres located in Bexar County. The 625.348 acres to be included in the FWSD and the 42.442 acres to be annexed by the WCID after conversion are attached as **Attachments "B" and "C"**. The boundary of the entire district once the 41.12 acres is annexed by the WCID is shown in the diagram attached as **Attachment "D"**; and

WHEREAS, the City recognizes that the construction of road, water, sewer, drainage and other infrastructure to serve the planned development has the potential of impacting the City's existing and future public infrastructure serving other properties within the City's ETJ and the City in the future, and, therefore the City has an interest in ensuring that the proposed FWSD and WCID (collectively referred to as "the

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District”) do not unduly burden the City’s infrastructure in the event of future annexation of the District area by the City based on the City’s long-term capital improvement planning; and

WHEREAS, the City of San Antonio Planning Commission held a public hearing on March 10, 2021, on the city’s consent to the creation of a FWSD by Medina County, the subsequent conversion to a WCID and its expansion and recommends that the City Council provide its consent on the condition that the Owners execute a Development Agreement with the City providing terms and conditions designed to protect the aforementioned interests of the City; and

WHEREAS, in order to protect the City’s planning goals in the ETJ, the City Council finds that it is prudent to condition the City’s consent to the creation of the FWSD, subsequent conversion to a WCID and the annexation of additional land by the WCID, on the Owners’ execution of the Development Agreement, attached as **Attachment “E,”** containing mutually agreeable terms relating to the development of the property within the District, future annexation of the District, and the services to be provided to the District by the City in the event of annexation. The Owners also agree that once created, the WCID will enter into a Strategic Partnership Agreement providing terms relating to limited and full purpose annexation as well as revenue sharing between the City and the WCID of sales and use taxes generated by commercial development within the district area; and

WHEREAS, as additional consideration for the City’s consent provided in this Resolution, Owners have or will remit payment to the City a Special District Application Fee in the amount of \$7,500 and a Special District Operations Assessment in an amount calculated based on the number of units erected within the WCID area, as verified by staff; as well as reimbursement of all costs paid by the City for recording of the development agreement in the Medina and Bexar Counties property records; **NOW, THEREFORE:**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council of San Antonio hereby consents to the creation of the Medina County FWSD No.4 by Medina County, Texas, as requested in the Owners’ petition attached hereto as **Attachment “A”**, and the delegation by Medina County of the powers and duties of a road district and the power to construct certain public infrastructure as described in the exhibits to **Attachment “A”**.

SECTION 2. The City Council of the City of San Antonio (City) further consents to the conversion of the Medina County FWSD No. 4 to a Water Control Improvement District (hereafter referred to as “the District”). The City’s consent does not include the powers to exercise eminent domain or to the annexation or exclusion of property by the District except as expressly provided in this Resolution.

SECTION 3. The City Council further consents to the one time expansion of the boundaries of the District through annexation by the District of the 42.442 acres of land located in Bexar County, bringing the total area within the District after the expansion to approximately 667.79 acres, as described and depicted in the field notes, attached as **Attachments “B”, “C”, and “D”**.

SECTION 4. The City’s consent to the creation of the District is withdrawn if the Property is not conveyed by the Owners to Daphne Development, LLC within ninety (90) days from the effective date of the Development Agreement attached as **Attachment “E”** or if the District is not created by Medina County within one hundred twenty (120) days from the effective date of the Development Agreement.

SECTION 5. The City Council approves the assessment and collection of a Special District Application Fee in the amount of \$7,500.00, a Special District Operations Assessment in the amount based on the number of units erected within the district property as verified by staff and the reimbursement by the

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Owners of all costs paid by the City for the recordings of the Development Agreement in the property records of Medina County and Bexar County.

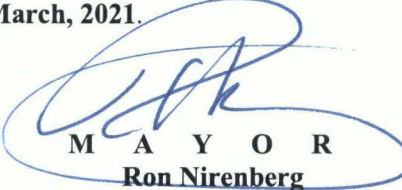
SECTION 6. The City Council of the City of San Antonio resolves that, subject to Section 4, its consent to the County's creation of the Medina County FWSD No.4, the subsequent conversion to a WCID and the one time annexation by the WCID of additional land in Bexar County as reflected in this Resolution shall remain in effect so long as the Owners and Developer agree to and execute the above-described Development Agreement attached as **Attachment "E"** prior to the County's creation of the FWSD and remits payment to the City as set forth in this Resolution.

SECTION 7. Fund 11001000, Internal Order 250000000000 and General Ledger # 4406578 are designated for the Special District Application Fee in the accounting for the fiscal transaction authorized in this Resolution.


SECTION 8. Fund 11001000, Internal Order 223-260, and General Ledger #4401844 are designated for the Special District Operations Assessment in the accounting for the fiscal transaction authorized in this Resolution.

SECTION 9. The financial allocations in this Resolution are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary for the purpose of this Resolution.

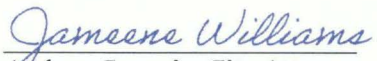
PASSED AND APPROVED on this 18th day of March, 2021.


M A Y O R
Ron Nirenberg

ATTEST:


Tina Flores, City Clerk

APPROVED AS TO FORM:

 for
Andrew Segovia, City Attorney



City of San Antonio

City Council

March 18, 2021

Item: 22A

File Number: 21-2178

Enactment Number:

2021-03-18-0022R

Resolution granting the City Council's consent to the creation by Medina County of a Fresh Water Supply District to be named the Medina County FWSD No.4, the subsequent conversion of the district to a Water Control Improvement District; the assignment of the ownership, and the expansion of the Water Control Improvement District.

Councilmember John Courage made a motion to approve. Councilmember Clayton H. Perry seconded the motion. The motion passed by the following vote:

Aye: 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

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ATTACHMENT "A"

Petition for Consent to the Creation of a Fresh Water Supply District

KENNETH W. BROWN, AICP
DANIEL ORTIZ
JAMES MCKNIGHT

BROWN & ORTIZ, P.C.
ATTORNEYS AT LAW

CAROLINE McDONALD
KEVIN DEANDA

PAUL M. JUAREZ
OF COUNSEL

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

November 9, 2020

Erik Walsh
City Manager
City of San Antonio
115 Plaza de Armas, 2nd Floor
San Antonio, Texas 78205

VIA EMAIL

Bridgett White
Planning Department Director
City of San Antonio
111 Soledad, Suite 650
San Antonio, Texas 78205

VIA EMAIL

RE: Petition for Consent to the Creation of a Fresh Water Supply District Pursuant to Chapters 49 and 53 of the Texas Water Code and Conversion to a Water Control Improvement District Pursuant to Chapter 51 of the Texas Water Code, for Property Generally Located Southwest of Tamaron Valley and Legend Falls (approximately 666.69 acres), in the Extraterritorial Jurisdiction ("ETJ") of the City of San Antonio, Bexar County, Texas ("Subject Property"); *Our File No. 9059.011.*

Dear Mr. Walsh and Ms. White:

On behalf of the Petitioners, Gallagher Concourse, LP, Ltd., a Texas limited partnership, and D-W 381 Partners, LLC, a Texas limited liability company (Applicants and Property Owners), acting pursuant to the provisions of Article XVI, Section 59, Texas Constitution and Chapters 49, 51, and 53, Texas Water Code, we respectfully submit the enclosed Petition to the City of San Antonio and, pursuant to the requirements of Texas Local Government Code Section 42.042, request the written consent of the City of San Antonio to the creation of a conservation and reclamation district created and organized pursuant to the terms and provisions of Article XVI, Section 59 of the Texas Constitution and applicable chapters of the Texas Water Code including Chapters 49, 51, and 53, and the inclusion of the Subject Property therein. Please find enclosed:

1. A signed Petition submitted to Medina County for the Creation of Medina County Fresh Water Supply District No. 4 pursuant to Texas Water Code Chapters 49 and 53 (**Exhibit "1"**);
2. Layout of the Subject Property (**Exhibit "2"**);
3. FWSD District Summary and Timeline (**Exhibit "3"**); and
4. FWSD Financial Projections (**Exhibit "4"**).

Please do not hesitate to contact our office should you have any questions or need any additional information with this matter.

Thank you,

BROWN & ORTIZ, P.C.,

By: _____

Daniel Ortiz

CC: Office of the City Clerk
Rod Sanchez, Asst. City Manager

EXHIBIT "1"
**PETITION TO MEDINA COUNTY FOR THE CREATION OF MEDINA COUNTY FRESH WATER
SUPPLY DISTRICT NO. 4**

**PETITION FOR THE CREATION, ORGANIZATION AND ESTABLISHMENT OF
MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 4**

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF MEDINA COUNTY,
TEXAS:

The undersigned, the owners of the land hereinafter described (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 53, Texas Water Code, as amended, and in keeping with the provisions of Article XVI, Section 59, of the Texas Constitution, respectfully submit this petition ("Petition") to the Commissioners of Medina County, Texas, to request the creation, organization and establishment of a fresh water supply district and would show the following:

I.

The name of the proposed fresh water supply district is Medina County Fresh Water Supply District No. 4 (the "District").

II.

The District's boundaries will contain an area of approximately 625.98 acres of land, more or less, situated wholly within Medina County, Texas, as shown in **Exhibit A** attached hereto and incorporated herein for all purposes (the "District Property"). All of the District Property is within Medina County and may properly be included in the District.

III.

The Petitioners own a majority in value of land in the proposed District as indicated by the tax rolls of the Medina County Appraisal District.

IV.

The District shall be organized under Article XVI, Section 59, of the Texas Constitution for any purpose authorized by Chapters 49 and 53, Texas Water Code as amended and any other applicable law.

V.

The general nature of the work proposed to be done by the District is the building, acquisition, construction, completion, carrying out, maintaining, protection, and in case of necessity, the addition to and rebuilding of all works and improvements necessary or proper to conserve, transport and distribute fresh water from any source; a sanitary sewer system and storm sewer system, to the extent permitted by law; and if approved by voters in the District, the assumption of the rights, authority, privileges, and functions of a road district under Article III, Section 52(b)(3) of the Texas Constitution.

VI.

There is a necessity for the improvements above described. The territory to be included in said District is currently located within the extraterritorial jurisdiction of the City of San Antonio, Texas, and wholly within Medina County, Texas, and will be developed for primarily residential purposes. Within the area proposed to be included in the District, there is not available an adequate waterworks system, sanitary sewer system, storm sewer system, or road system, and the health and welfare of the present and future inhabitants of the District, and of the areas adjacent thereto, require the purchase, construction, acquisition, maintenance and operation of an adequate waterworks system, sanitary sewer system, storm sewer system, and road system.

VII.

The proposed improvements are feasible and practicable. There is an ample supply of water available, and the terrain of the territory to be included in the proposed District is such that a waterworks system, sanitary sewer system, storm sewer system, and road system can be constructed at a reasonable cost.

VIII.

This Petition may be executed in any number of counterparts, each of which shall constitute one and the same instrument, and either party hereto may execute this Petition by signing any such counterparts.

IX

The sum of one hundred (\$100) U.S. dollars has been deposited with the County Clerk of Medina County to cover expenses incident to the hearing on this Petition.

Wherefore, Petitioners pray:

- (1) this Petition be properly filed as provided by law;
- (2) that upon filing of this petition, the Honorable Commissioners Court of Medina County, Texas, if it is to be in session, and if not, then the Honorable County Judge of Medina County, Texas, order that a hearing be set on this Petition before said Commissioners Court or County Judge during the period beginning with the fifteenth (15th) day and ending with the thirtieth (30th) day after the date of such order;
- (3) that the County Clerk be ordered to issue notice informing all persons concerned of the time and place of such hearing and of their right to appear at the hearing and contend for or contest the creation of the District;
- (4) that such notice be given and posted as required by law by posting notice of such hearing at the courthouse door and at four (4) different places inside the proposed District for at least ten (10) days before the date of the hearing;
- (5) that said hearing be held and conducted as required by law and, if upon such hearing it be found that this Petition sets forth and conforms to the requirements of law and is signed by the owner(s) of a majority of the acreage in the proposed District, that notice of the hearing was given, that the proposed improvements are desirable, feasible, and practicable and conducive to the public health, and that the District should be created, that the Commissioners Court so find and render its judgment reciting such findings and creating and establishing the District;

RESPECTFULLY SUBMITTED this 27 day of OCTOBER, 2020.

PETITIONERS:

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: 
Name: Christopher C. Hill
Title: President

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

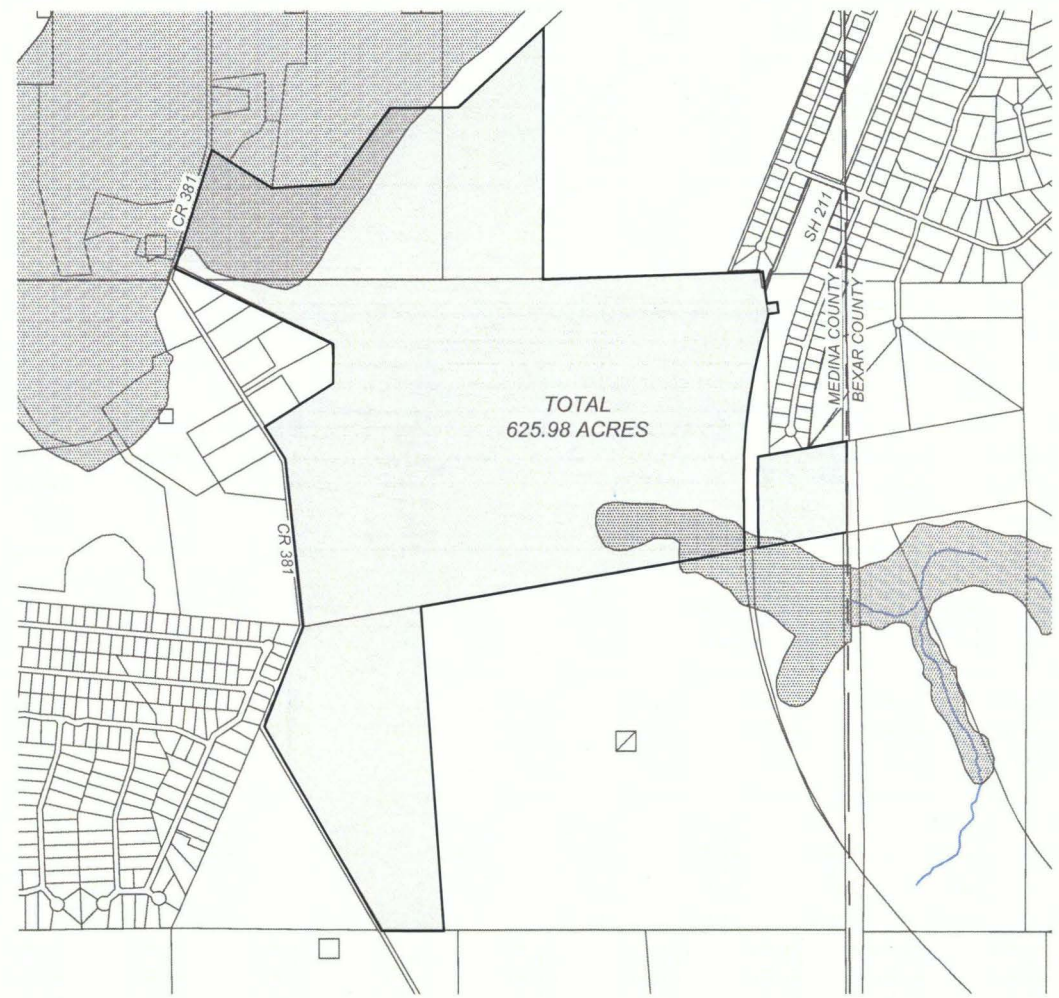
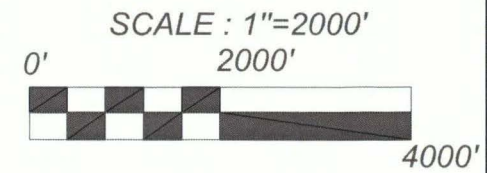
By: 

Name: Dean N. Williams

Title: Managing Member

EXHIBIT A

EXHIBIT A



Date: Oct 22, 2020, 12:08pm User: J.D. Calvey File: P:\2020\48101\Design\EMedia\CAD\EXHIBIT A-Gallagher Tract Boundary.dwg

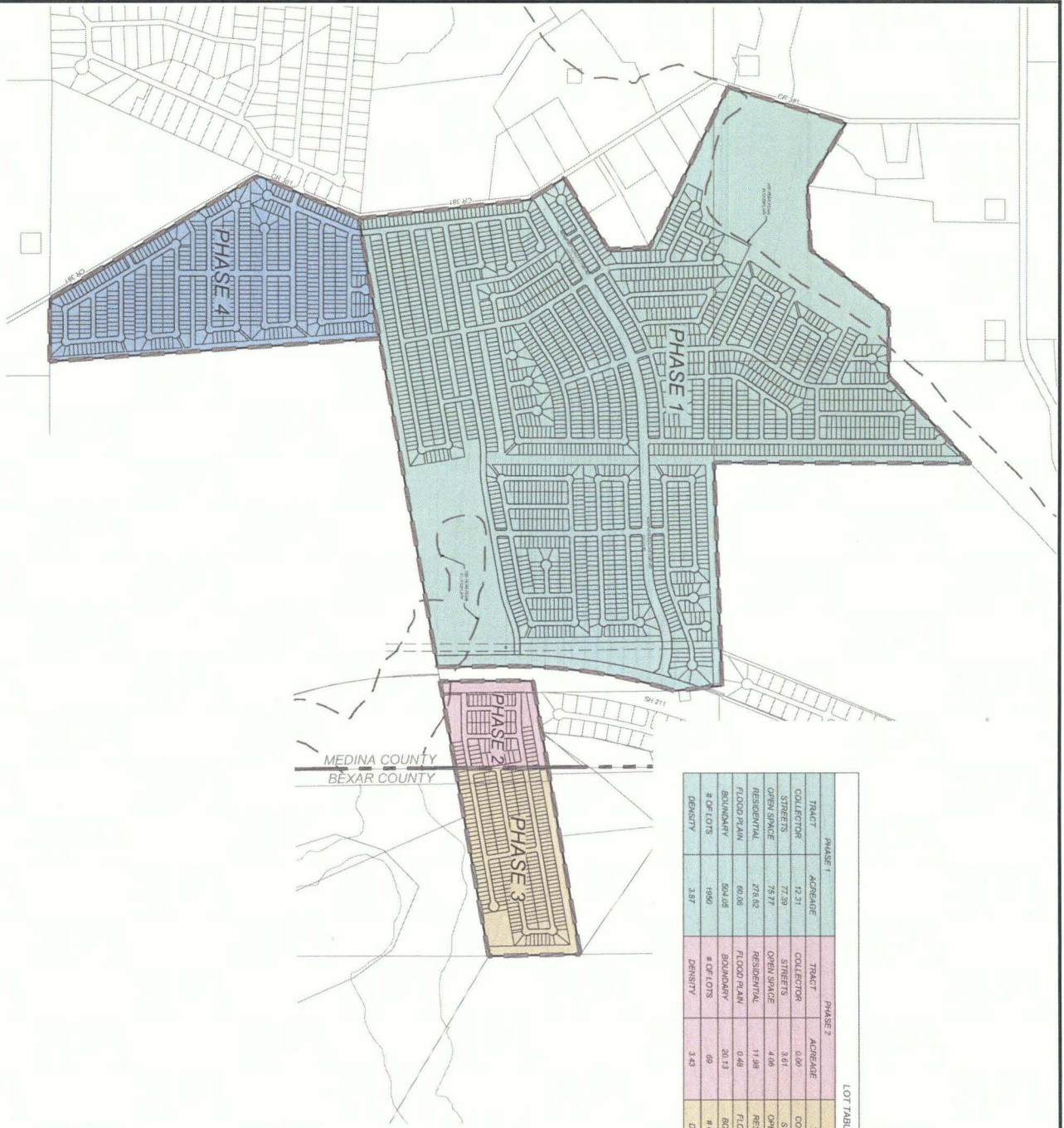


GALLAGHER TRACT
MEDINA COUNTY, TEXAS
BOUNDARY EXHIBIT

REVISIONS	ISSUE DATE
JOB NO. 205-48-01	
DATE OCTOBER 2020	DESIGNER CL
DRAWN: CL	CHECKED: BL

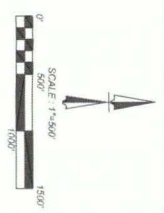
SHEET: 1 OF 1

EXHIBIT "2"
PROPERTY LAYOUT



LOT TABULATION TABLE

PHASE 1			PHASE 2			PHASE 3			PHASE 4			TOTALS	
TRACT	ACREAGE	DENSITY	TRACT	ACREAGE	DENSITY	TRACT	ACREAGE	DENSITY	TRACT	ACREAGE	DENSITY	ACREAGE	DENSITY
COLLECTOR	12.31		COLLECTOR	0.66		COLLECTOR	0.00		COLLECTOR	0.00		12.31	
STREETS	77.39		STREETS	3.61		STREETS	7.61		STREETS	19.89		107.61	
OPEN SPACE	75.17		OPEN SPACE	4.06		OPEN SPACE	8.46		OPEN SPACE	7.74		96.05	
RESIDENTIAL	276.52		RESIDENTIAL	11.98		RESIDENTIAL	27.44		RESIDENTIAL	71.86		316.92	
FLOOD PLAN	69.06		FLOOD PLAN	0.48		FLOOD PLAN	0.00		FLOOD PLAN	0.00		69.54	
BOUNDARY	594.05		BOUNDARY	26.13		BOUNDARY	42.93		BOUNDARY	199.59		666.69	
# OF LOTS	1960		# OF LOTS	69		# OF LOTS	245		# OF LOTS	536		2800	
DENSITY	3.87		DENSITY	3.43		DENSITY	5.71		DENSITY	5.38		4.20	



GALLAGHER TRACT
 LOT LAYOUT EXHIBIT

KFW
 ENGINEERS + SURVEYING
 3421 Panhandle Pkwy, Suite 200, San Antonio, TX 78201
 Phone # 210-370-8844 • Fax # 210-370-4844
 TSPC Form # 5613 • TSPLE Form # 10122002

EXHIBIT "3"
FWSD SUMMARY AND TIMELINE

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

**MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 4
SUMMARY**

1. Fresh Water Supply District

- a. Name: Medina County Fresh Water Supply District No. 4
- b. Applicant/Property Owner(s): Gallagher Concourse, LP, Ltd. and D-W 381 Partners, LLC
- c. Applicant/Developer: Daphne Development, LLC
- d. Jurisdiction: Bexar County and Medina County (City of San Antonio's Extraterritorial Jurisdiction)
- e. Bexar County Precinct: Precint No. 1
- f. Acreage: Approximately 666.9 acres
- g. Yancey Water Supply Corporation CCN and San Antonio Water System CCN

2. Statutory Authority

- a. The Medina County Fresh Water Supply District No. 4 ("District") would be a Fresh Water Supply District created pursuant to Article 16, Section 59 of the Texas Constitution and Chapters 49 and 53 of the Texas Water Code with the power to assess ad valorem tax at a rate not to exceed the City's tax rate. Ultimately, the District will convert to a Water Control Improvement District with the authority and powers pursuant to Article 16, Section 59 of the Texas Constitution and Chapters 49 and 51 of the Texas Water Code.

3. Project

- a. Approximately 2,800 Single Family Homes
- b. Proposed On-Site Improvements: Individual Lot Improvements (onsite) and Streetscape Improvements, Regional Thoroughfare Improvements
- c. Proposed Off-Site Improvements: Offsite Regional Water Line Improvements; Electric Improvements
- d. Improvements are dependent on phasing/adjacent platting; other developer improvements, and reimbursements through the District
- e. Improvement Costs: approximately \$95,485,672 for onsite/total Improvement Cost
- f. District Revenue: approximately \$82,735,614 over 30 years

KENNETH W. BROWN, AICP
 DANIEL ORTIZ
 JAMES MCKNIGHT



CAROLINE McDONALD
 KEVIN DEANDA

PAUL M. JUAREZ
 OF COUNSEL

112 E. PECAN STREET
 SUITE 1360
 SAN ANTONIO, TEXAS 78205
 TELEPHONE: 210.299.3704
 FAX: 210.299.4731

Medina County Fresh Water Supply District No. 4 Creation Timeline

Item	Date
Submit Petition for FWSD Creation to Medina County <i>(Petition submitted electronically to County legal representative)</i>	October 29, 2020
Meet with CoSA staff to discuss FWSD and Conversion to WCID	November 5-6, 2020
Provide CoSA Courtesy Copy of Filed FWSD Petition, Summary, Timeline, Boundary Exhibit, and Estimated Project Costs	November 6, 2020
FWSD Petition Presented to Medina County Commissioners Court	November 19, 2020
Negotiate and Finalize Development Agreement/Strategic Partnership Agreement with CoSA	November 30, 2020
Notice of Commissioners Court Hearing posted at Medina County Courthouse Door (1100 16 th St., Hondo, TX 78861) and 4 locations within proposed district and possibly within San Antonio Express-News and Hondo Anvil Herald <i>(At least 10 days before Commissioners Court Hearing)</i>	December 7, 2020
Planning Commission Meeting <i>(consideration of a formal recommendation for a City resolution granting consent to FWSD/WCID establishment pursuant to TLGC §42.042)</i>	December 16, 2020
CoSA City Council Meeting <i>(consideration of a formal recommendation for a City resolution granting consent to the establishment of the FWSD and WCID and a City ordinance approving the Development Agreement and SPA)</i>	December 17, 2020
Medina County Commissioners Court Hearing to Create FWSD, and if approved, appointment of 5 Temporary Supervisors	December 17, 2020 <i>(or, if possible, a special meeting before end of the year)</i>

EXHIBIT "4"
FWSD FINANCIAL PROJECTIONS

WCID

Year #	Year	Housing Units on the Ground	Taxable Basis Per Unit	Total Taxable Basis	Ad Valorem Tax /100 * .558270	Cumulative	Expenses for Public Infrastructure	Cumulative WCID Fund Balance
1	2023	100	\$300,000	\$30,000,000	\$167,481	\$167,481	\$15,682,940	-\$15,515,459.00
2	2024	200	\$300,000	\$60,000,000	\$334,962	\$502,443	\$3,309,108	-\$18,489,605
3	2025	300	\$300,000	\$90,000,000	\$502,443	\$1,004,886	\$5,218,579	-\$23,205,741
4	2026	400	\$300,000	\$120,000,000	\$669,924	\$1,674,810	\$2,026,508	-\$24,562,325
5	2027	500	\$300,000	\$150,000,000	\$837,405	\$2,512,215	\$6,337,327	-\$30,062,247
6	2028	600	\$325,000	\$195,000,000	\$1,088,627	\$3,600,842	\$4,694,316	-\$33,667,937
7	2029	700	\$325,000	\$227,500,000	\$1,270,064	\$4,870,906	\$2,411,288	-\$34,809,160
8	2030	800	\$325,000	\$260,000,000	\$1,451,502	\$6,322,408	\$2,154,768	-\$35,512,426
9	2031	900	\$325,000	\$292,500,000	\$1,632,940	\$7,955,348	\$4,146,646	-\$38,026,133
10	2032	1000	\$325,000	\$325,000,000	\$1,814,378	\$9,769,725	\$2,026,508	-\$38,238,263
11	2033	1100	\$325,000	\$357,500,000	\$1,995,815	\$11,765,540	\$3,257,804	-\$39,500,252
12	2034	1200	\$325,000	\$390,000,000	\$2,177,253	\$13,942,793	\$3,796,496	-\$41,119,495
13	2035	1300	\$325,000	\$422,500,000	\$2,358,691	\$16,301,484	\$2,513,896	-\$41,274,700
14	2036	1400	\$350,000	\$490,000,000	\$2,735,523	\$19,037,007	\$2,821,720	-\$41,360,897
15	2037	1500	\$350,000	\$525,000,000	\$2,930,918	\$21,967,925	\$1,513,468	-\$39,943,448
16	2038	1600	\$350,000	\$560,000,000	\$3,126,312	\$25,094,237	\$1,256,948	-\$38,074,084
17	2039	1700	\$350,000	\$595,000,000	\$3,321,707	\$28,415,943	\$2,539,548	-\$37,291,925
18	2040	1800	\$350,000	\$630,000,000	\$3,517,101	\$31,933,044	\$4,342,242	-\$38,117,066
19	2041	1900	\$350,000	\$665,000,000	\$3,712,496	\$35,645,540	\$2,000,856	-\$36,405,427
20	2042	2000	\$350,000	\$700,000,000	\$3,907,890	\$39,553,430	\$2,847,372	-\$35,344,909
21	2043	2100	\$350,000	\$735,000,000	\$4,103,285	\$43,656,714	\$3,145,577	-\$34,387,201
22	2044	2200	\$400,000	\$880,000,000	\$4,912,776	\$48,569,490	\$2,924,328	-\$32,398,753
23	2045	2300	\$400,000	\$920,000,000	\$5,136,084	\$53,705,574	\$2,486,641	-\$29,749,310
24	2046	2400	\$400,000	\$960,000,000	\$5,359,392	\$59,064,966	\$2,308,680	-\$26,698,598
25	2047	2500	\$400,000	\$1,000,000,000	\$5,582,700	\$64,647,666	\$3,373,238	-\$24,489,136
26	2048	2600	\$400,000	\$1,040,000,000	\$5,806,008	\$70,453,674	\$3,783,670	-\$22,466,798
27	2049	2700	\$400,000	\$1,080,000,000	\$6,029,316	\$76,482,990	\$2,565,200	-\$19,002,682
28	2050	2800	\$400,000	\$1,120,000,000	\$6,252,624	\$82,735,614	\$0	-\$12,750,058
29	2051	0	\$0	\$0	\$0	\$82,735,614	\$0	-\$12,750,058
30	2052	0	\$0	\$0	\$0	\$82,735,614	\$0	-\$12,750,058
TOTALS:					\$82,735,614	\$82,735,614	\$95,485,672	

**BOND AUTHORIZATION REQUIREMENT
WATER, SANITARY SEWER, DRAINAGE, UTILITIES, DETENTION PONDS, AND FLOODPLAIN
SUMMARY OF ESTIMATED PROJECT COSTS
BEXAR COUNTY, TEXAS**

CONSTRUCTION COSTS	AMOUNT
Onsite Developer Items	
1. Water, Sanitary Sewer, Drainage Facilities, Utilities, Detention Ponds, and Floodplain	\$ 35,100,000
2. Contingencies (20% of Item 1)	\$ 7,020,000
Subtotal	\$ 42,120,000
3. Engineering (15% of Items 1-2)	\$ 6,318,000
4. Geotech and Materials Testing (3% of Items 1-2)	\$ 1,263,600
5. SWPPP Compliance (3% of Items 1-5)	\$ 1,263,600
6. Escalation of Construction Cost (10 yrs@ 6% of Items 1-5)	\$ 3,057,912
Subtotal Onsite Developer Contribution Items	\$ 54,023,112
Offsite Developer Items	
1. Sanitary Sewer	\$ 4,000,000
2. Water Main	\$ 800,000
3. Water Tower	\$ 2,000,000
4. Contingencies (20% of Item 1)	\$ 800,000
Subtotal	\$ 7,600,000
3. Engineering (15% of Items 1-2)	\$ 1,140,000
4. Geotech and Materials Testing (3% of Items 1-2)	\$ 228,000
5. SWPPP Compliance (3% of Items 1-2)	\$ 228,000
6. Escalation of Construction Cost (10 yrs@ 6% of Items 1-5)	\$ 551,760
7. Land Acquisition (7 AC @ \$65,000/acre)	\$ 420,000
Subtotal Offsite Developer Contribution Items	\$ 10,167,760
TOTAL CONSTRUCTION COSTS	\$ 64,190,872.00

**BOND AUTHORIZATION REQUIREMENT
ROAD BONDS
SUMMARY OF ESTIMATED PROJECT COSTS
BEXAR COUNTY, TEXAS**

CONSTRUCTION COSTS	AMOUNT
Onsite Roadway Construction	
1. Road Facilities	\$ 31,400,000
2. Hwy 211 Improvements	\$ 750,000
2. Right-of-Way Landscaping	\$ 1,500,000
3. Contingencies (20% of Items 1-2)	\$ 6,730,000
Subtotal	\$ 40,380,000
4. Engineering (15% of Items 1-3)	\$ 6,057,000
5. Geotech and Materials Testing (3% of Items 1-3)	\$ 1,211,400
6. SWPPP Compliance (3% of Items 1-3)	\$ 1,211,400
7. Escalation of Construction Cost (10 yrs@ 6% of Items 1-6)	\$ 2,931,588
Subtotal Onsite Developer Contribution Items	\$ 51,791,388
TOTAL CONSTRUCTION COSTS	\$ 51,791,388.00

**BOND AUTHORIZATION REQUIREMENT
RECREATIONAL FACILITIES
SUMMARY OF ESTIMATED PROJECT COSTS
BEXAR COUNTY, TEXAS**

CONSTRUCTION COSTS	AMOUNT
Onsite Developer Items	
1. Recreational Facilities	\$ 1,500,000
2. Contingencies (20% of Item 1)	\$ 300,000
Subtotal	\$ 1,800,000
3. Engineering (15% of Items 1-2)	\$ 270,000
4. Geotech and Materials Testing (3% of Items 1-2)	\$ 54,000
5. SWPPP Compliance (3% of Items 1-5)	\$ 54,000
6. Escalation of Construction Cost (10 yrs@ 6% of Items 1-5)	\$ 130,680
Subtotal Onsite Developer Contribution Items	\$ 2,308,680
TOTAL CONSTRUCTION COSTS	\$ 2,308,680.00

JYW
03/18/2021
Item No. 22A

ATTACHMENT "B1"

Description for 'Tract A'
604.41 Acres



DESCRIPTION FOR 'TRACT A'
604.41 ACRES

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

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

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

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

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

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

THENCE, N63°42'14"W, along a southwestern boundary of this tract and said 578.001 acre tract, the northeastern boundary of said Rio Medina Acres Subd., a distance of **1,860.84 feet** to a set 1/2" iron rod with a blue plastic cap stamped "KFW SURVEYING" (KFW), for a western corner of this tract and said 578.001 acre tract, the northern corner of said Rio Medina Acres Subd., on the eastern ROW of CR 381;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Job No.: 20-107
Prepared by: KFW Surveying
Date: February 15, 2021
Updated:
File: S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\County Line Descriptions\TRACT A + D-W 381 Partners Field Notes Field Notes



JYW
03/18/2021
Item No. 22A

ATTACHMENT "B2"

Description of 'Tract B'
Medina County
20.938 Acres



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

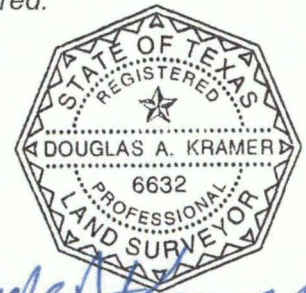
THENCE, S80°14'41"W, continuing along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **125.81 feet** to **POINT OF BEGINNING**.

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

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

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

2-15-21



JYW
03/18/2021
Item No. 22A

ATTACHMENT "C"

Description for 'Tract B'
Bexar County
42.442 Acres



**DESCRIPTION FOR 'TRACT B'
BEXAR COUNTY
42.442 ACRES**

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

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

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

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

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

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

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

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

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

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

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

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

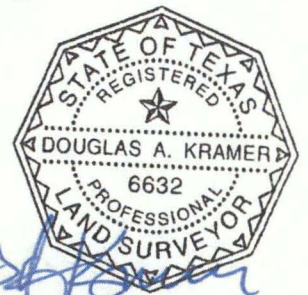
THENCE, S80°02'52"W, along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 26.994 acre tract, the northern boundary of said 710.6 acre tract, a distance of **549.13 feet** to the **POINT OF BEGINNING**.

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

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

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

S:\Draw 2020\20-107 Gallagher Concourse - 567 ac\DOCS\TRACT B Field Notes Bexar Co



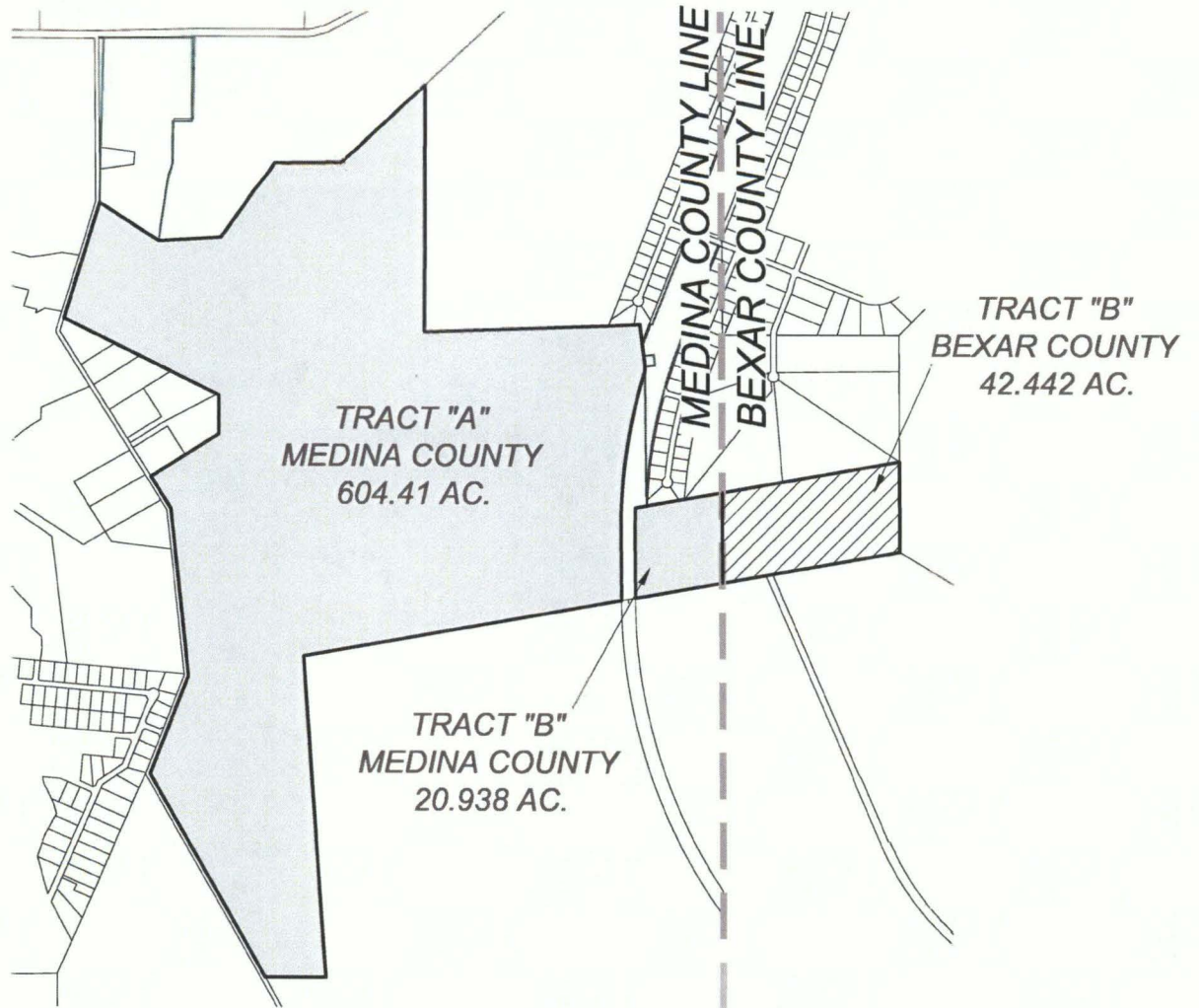
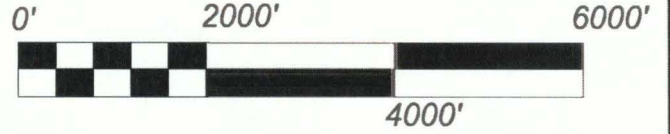
JYW
03/18/2021
Item No. 22A

ATTACHMENT "D"

Water Control Improvement District Map



SCALE : 1"=2000'



Date: Feb 23, 2021, 1:37pm User: J. Jackson
File: P:\2021\4801\Design\Exhibit\CAD\EXH10221 - Property Boundary Exhibit.dwg



ENGINEERS + SURVEYING
3421 Passmore Place, Suite 200, San Antonio, TX 78231
Phone #: (210) 578-8444 • Fax #: (210) 578-8441
T BPE Firm #: 9513 • TSP, L Firm #: 1 0122300

GALLAGHER TRACT SURVEY EXHIBIT

REVISIONS:

ISSUE DATE:

JOB NO.: 205-48-01

DATE: FEBRUARY, 2021 DESIGNER: BL

DRAWN: JA CHECKED: CL

SHEET: 1 OF 1

JYW
03/18/2021
Item No. 22A

ATTACHMENT "E"

Development Agreement

**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.