

ORDINANCE 2021-03-18-0181

AUTHORIZING THE CITY OF SAN ANTONIO TO EXECUTE A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND GALLAGHER CONCOURSE, LP, LTD., D-W 381 PARTNERS, LLC, AND GOLDFINCH FARMS, LLC, OWNERS OF APPROXIMATELY 625.348 ACRES IN MEDINA COUNTY AND APPROXIMATELY 42.442 ACRES IN BEXAR COUNTY, GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF TAMARON VALLEY AND LEGEND FALLS, IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.

* * * * *

WHEREAS, Gallagher Concourse, LP, Ltd., D-W 381 Partners, LLC., and Goldfinch Farms, LLC, (Owners) own approximately 625.348 acres in Medina County and approximately 42.442 acres 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, Texas to create a Fresh Water Supply (FWSD) consisting of 625.348 acres of land to be named the Medina County FWSD No. 4 and to delegate the powers of a road district and the power to construct roads, water, sewer and drainage facilities as required by 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 the City’s consent to the creation of Medina County FWSD No. 4, and the delegation of the powers set forth in these recitals a copy of which is attached hereto as **Attachment “A”**; and

WHEREAS, the Owners have also requested the City’s consent to the Medina County FWSD No 4’s conversion to a Water Control Improvement District (WCID) once the FWSD has been created as well as the expansion of the WCID through the WCID’s annexation of the 42.442 acres owned by the Owners that are located in Bexar County and also within the City’s ETJ. A description of the 625.348 acre tract, the 42.442 acre tract and the entire district property after the Bexar County property has been annexed by the WCID is set forth in the field notes attached hereto as **Attachments “B”, “C” and “D”**; and

WHEREAS, in order to protect the City’s planning goals in the ETJ, the City Council finds it is prudent to condition the City’s consent to the creation of the Medina County FWSD No. 4, the subsequent conversion to a WCID and annexation of 42.442 acres of land in Bexar County by the WCID on the Owners’ execution of a Development Agreement containing mutually agreeable terms relating to the development of the property, voluntary annexation at the end of the term of the Development Agreement; the municipal services to be provided to the area within the WCID

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in the event of full annexation by the City; and a Strategic Partnership Agreement (SPA) for limited purpose annexation and revenue sharing by the City of sales and use taxes imposed within commercial areas of the district pursuant to Chapters 43 and 212 of the Local Government Code; and

WHEREAS, the San Antonio Planning Commission held a public hearing on March 10, 2021, and recommended that the City consent to Medina County's creation of the Medina County FWSD No. 4, the subsequent conversion to a WCID and the annexation by the WCID of additional 42.442 acres of land located in Bexar County, subject to the execution of a development agreement with the Owners providing terms and conditions designed to protect the aforementioned interests of the City; and

WHEREAS, the City Council adopted a resolution consenting to the creation of the FWSD, conversion to the WCID and the annexation of 42.442 acres of land within Bexar County by the WCID once the district has been converted, conditioned upon the execution of a development agreement as specified in the recitals therein on March 18, 2021, but withheld its consent to the FWSD or WCID's exercise of the powers of eminent domain, annexation - except as provided in this ordinance - and exclusion of property; and

WHEREAS, Owners have or will remit payment to the City of 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; and

WHEREAS, Owners intend to sell the Property to Daphne Development, LLC ("developer") who will develop the Property for residential use if the FWSD is created and has requested that the City authorize a one-time assignment of the Development Agreement to the developer so that the terms of the Development Agreement will continue to apply to the buyer of the Property after the closing of the sale transaction. Owners acknowledge that the City's consent will be withdrawn if the Property is not conveyed to Daphne Development, LLC within ninety (90) days from the effective date of the Development Agreement or if the FWSD is not created by Medina County within one hundred twenty (120) days from the effective date of the Development Agreement; **NOW, THEREFORE:**

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

SECTION 1. The City Manager, or his designee, is authorized to execute the Development Agreement between the City of San Antonio and Gallagher Concourse, LP, Ltd., D-W 381 Partners, LLC, and Goldfinch Farms, LLC, the Owners, attached hereto as **Attachment "E"**, containing the terms and conditions governing the development of property within the Medina County FWSD No. 4 and the subsequent WCID (hereafter referred to as "the District"); preserving the extraterritorial status of the district property during the term of the Development Agreement; and establishing the Development Agreement as a voluntary petition for annexation

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providing the City with the option of annexing the district property in the event of default of the Development Agreement by the Owners, subsequent owner(s) or end-buyers of properties developed within District in the future or upon the termination date of the Development Agreement; the framework for a proposed SPA for limited purpose annexation and revenue sharing by the City of commercial properties in the district boundaries; and any and all other terms and conditions agreed to by the parties that the City Manager finds to be in the City's best interest.

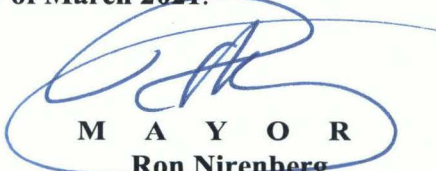
SECTION 2. The Development Agreement shall reflect that the City's consent to the creation of the District shall be withdrawn if the Property is not conveyed to Daphne Development, LLC within ninety (90) days from the effective date of the Development Agreement or if the FWSD is not created by Medina County within one hundred twenty (120) days from the effective date of the Development Agreement.

SECTION 3. The City Council of the City of San Antonio ordains that its consent to the County's creation of the district and other actions requested by the Owners will remain in effect so long as the Owners comply with the terms of the Development Agreement and remits payment as specified in this Ordinance.

SECTION 4. The City further authorizes a one-time assignment of the Development Agreement from the Owners to its intended buyer of the Property if the district is created by Medina County. Any subsequent assignments of the Development Agreement must be approved by ordinance of the City Council.


SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.


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


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FOR


Tina J. Flores, City Clerk

 for
Andrew Segovia, City Attorney



City of San Antonio

City Council

March 18, 2021

Item: 22B

File Number: 21-2179

Enactment Number:

2021-03-18-0181

Ordinance approving a Development Agreement with Gallagher Concourse, LP, Ltd., D-W 381 Partners, LLC., and Goldfinch Farms, LLC, the owners of land generally located southwest of the intersection of Tamaron Valley and Legend Falls, in the Extraterritorial Jurisdiction of the City of San Antonio in Bexar County and Medina County.

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

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

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ATTACHMENT "A"

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

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

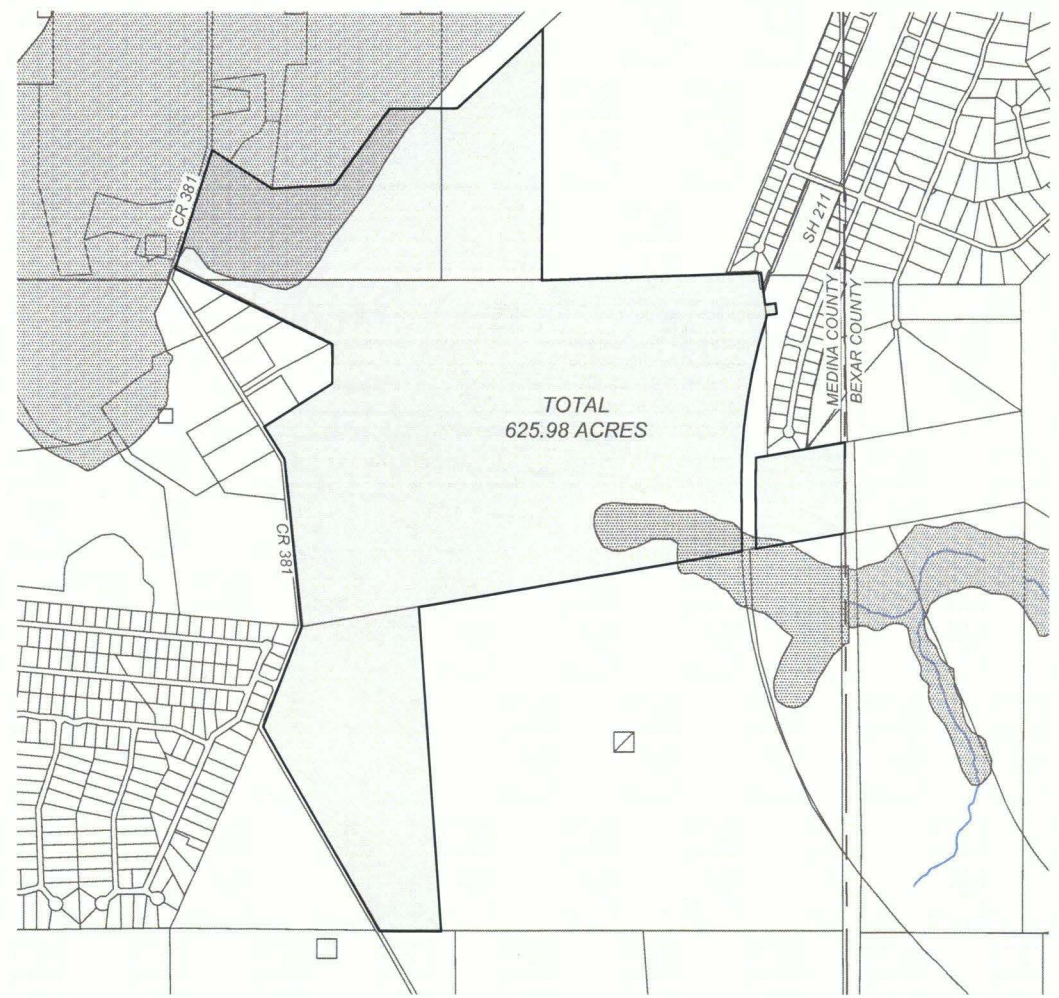
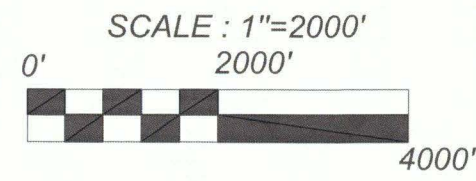
By: 

Name: Dean N. Williams

Title: Managing Member

EXHIBIT A

EXHIBIT A



Date: Oct 22, 2020, 12:06pm User: D: clancy File: P:\2020\45701\Design\EmbalsCAD\20201021-Gallagher Tract Boundary.dwg

KFW
ENGINEERS + SURVEYING
3421 Panamas Pkwy, Suite 200, San Antonio, TX 78231
Phone # (210) 978-8444 • Fax # (210) 979-8444
TBP# Firm # 9613 • TBP# 8 Firm # 10122300

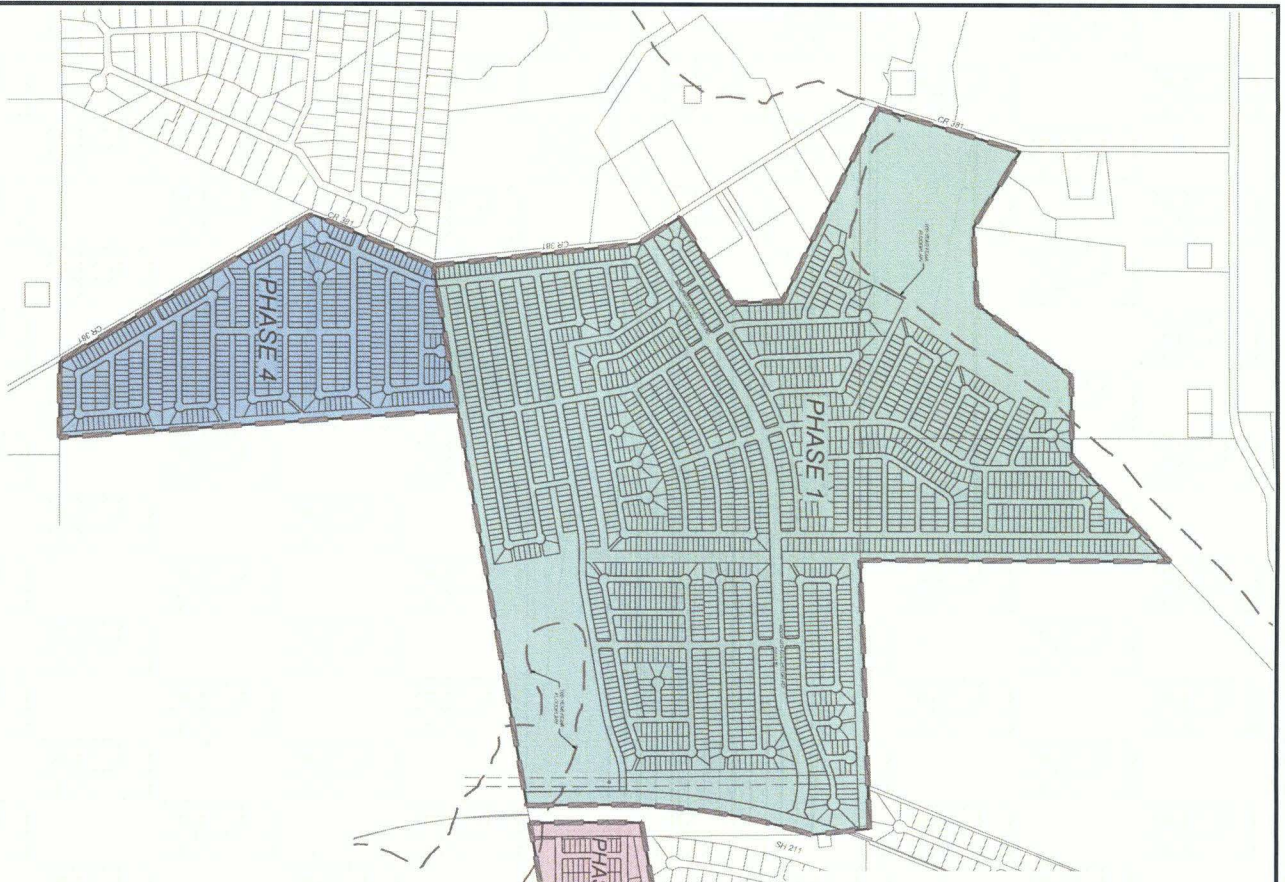
GALLAGHER TRACT
MEDINA COUNTY, TEXAS
BOUNDARY EXHIBIT

REVISIONS	ISSUE DATE
JOB NO. 205-46-01	
DATE OCTOBER 2020	DESIGNER: CL
DRAWN: CL	CHECKED: BL

SHEET: 1 OF 1

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

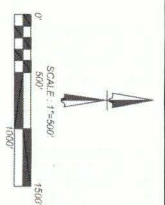
EXHIBIT "2"
PROPERTY LAYOUT



MEDINA COUNTY
 BEXAR COUNTY

LOT TABULATION TABLE

PHASE 1				PHASE 2				PHASE 3				PHASE 4				TOTALS	
TRACT	ACREAGE	COLLECTOR	STREETS	TRACT	ACREAGE	COLLECTOR	STREETS	TRACT	ACREAGE	COLLECTOR	STREETS	TRACT	ACREAGE	COLLECTOR	STREETS	ACREAGE	ACREAGE
RESIDENTIAL	75.77	276.52	75.77	RESIDENTIAL	11.98	4.66	7.61	RESIDENTIAL	7.61	8.49	7.74	RESIDENTIAL	7.74	96.05	107.97	107.97	107.97
FLOOD PLAIN	60.08			FLOOD PLAIN	6.48			FLOOD PLAIN	27.44			FLOOD PLAIN	71.88			309.62	309.62
BOUNDARY	54.06			BOUNDARY	20.13			BOUNDARY	42.93			BOUNDARY	99.59			666.09	666.09
# OF LOTS	1950			# OF LOTS	69			# OF LOTS	245			# OF LOTS	538			2800	2800
DENSITY	3.87			DENSITY	3.43			DENSITY	5.71			DENSITY	8.39			4.20	4.20



GALLAGHER TRACT
 LOT LAYOUT EXHIBIT

EXHIBIT "3"
FWSD SUMMARY AND TIMELINE

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

**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: Precinct 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. 22B

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 ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" (KFW), for a western corner of this tract and said 578.001 acre tract, the northern corner of said Rio Medina Acres Subd., on the eastern ROW of CR 381;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

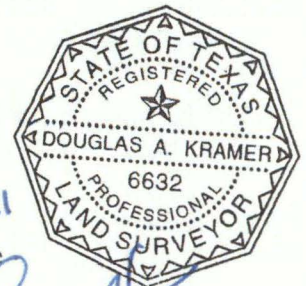
1. **N29°43'18"W**, a distance of **2,505.65 feet** to a found 1/2" iron rod with no identification for an interior corner of this tract, an angle point of said CR 381;
2. **N21°11'12"E**, a distance of **1,130.24 feet** to the **POINT OF BEGINNING**.

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

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

Updated:

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



Douglas A. Kramer

JYW
03/18/2021
Item No. 22B

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**;

XXI. COUNTERPARTS

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

XXII. RECORDATION

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

XXIII. TERM

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

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

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

XXIV. FORCE MAJURE

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

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

-Signatures on the Following Pages-

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

CITY:

CITY OF SAN ANTONIO, TEXAS

ATTEST/SEAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

ACKNOWLEDGEMENT

State of Texas §

§

County of Bexar §

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

Date: _____

Notary Public State of Texas
My Commission Expires: _____

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

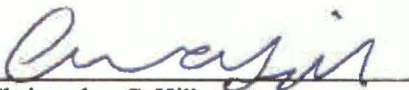
OWNERS:

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

By: Gallagher Concourse GP, LLC,
its General Partner

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

By: Crockett Development, Inc.,
its General Partner


By: 
Christopher C. Hill
President

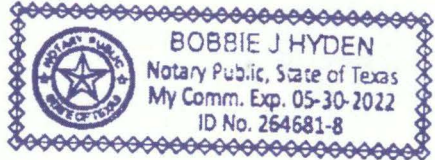
Date: Feb 22, 2021

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

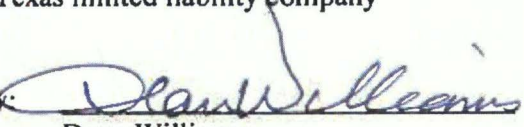
The foregoing instrument was acknowledged before me on the 22nd day of Feb, 2021, by Christopher C. Hill, as President of GALLAGHER CONCOURSE, LP, LTD., a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed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


Notary Public, State of Texas
My Commission Expires: _____



GOLDFINCH FARMS, LLC,
a Texas limited liability company

By:


Dean Williams
Manager

Date:

02/12/2021

ACKNOWLEDGEMENT

STATE OF TEXAS

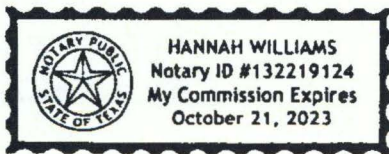
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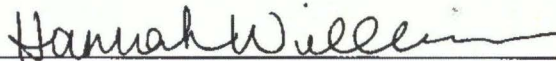
COUNTY OF BEXAR

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




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

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

By:



Paul Denham
Managing Member

Date:

02/12/21

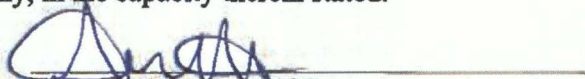
ACKNOWLEDGEMENT

STATE OF TEXAS

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§
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COUNTY OF BEXAR

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



Notary Public, State of Texas

My Commission Expires: 12/05/2022

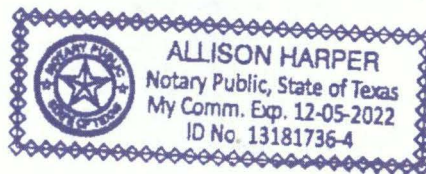


EXHIBIT "A"
METES AND BOUNDS DESCRIPTION



DESCRIPTION FOR 'TRACT A'
604.41 ACRES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

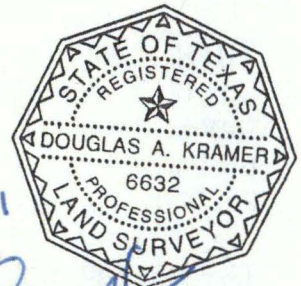
THENCE along the western boundary of this tract, the eastern ROW of CR 381, the two following courses and distances:

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

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

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

2.15.21



Douglas A. Kramer



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.15.21





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

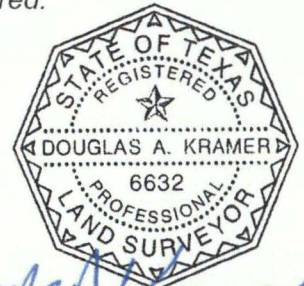
THENCE, S80°14'41"W, continuing along the southern boundary of this tract and said 578.001 acre tract, the northern boundary of said 710.6 acre tract, a distance of **125.81 feet** to **POINT OF BEGINNING**.

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

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

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

2-15-21

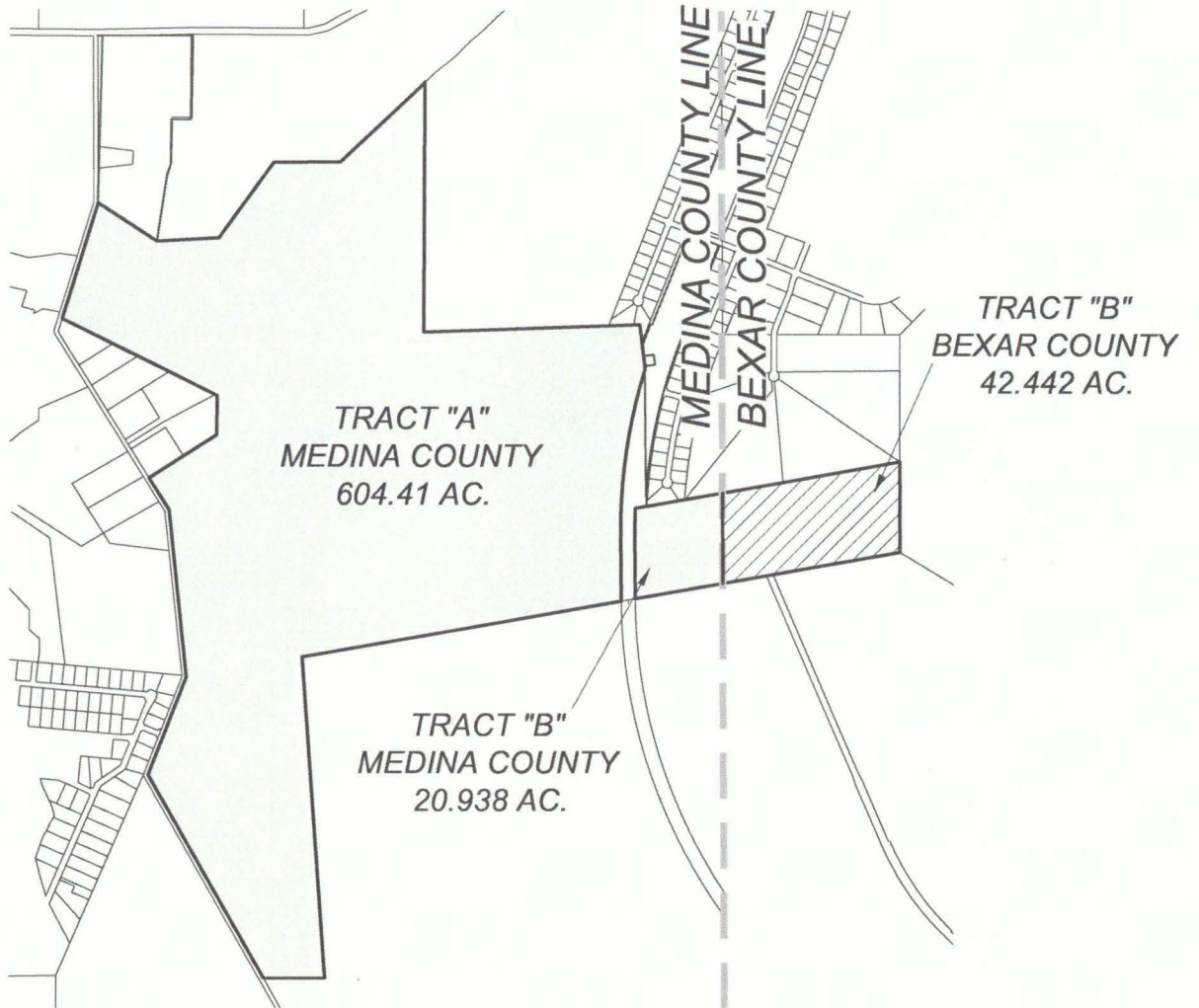
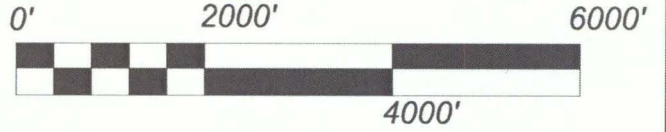


Douglas A. Kramer

EXHIBIT "B"
SURVEY MAPS



SCALE : 1"=2000'



Plot: Feb 05, 2021, 1:37pm User: jf, jmh
File: P:\2020\Gallagher\Gallagher.dwg - Property Boundary Exhibit.dwg

KFW
ENGINEERS + SURVEYING
 3421 Folsomville Pkwy, Suite 200, San Antonio, TX 78231
 Phone #: (210) 979-8444 • Fax #: (210) 979-8441
 TBP# Firm #: 9613 • TBP#S Firm #: 1012200

GALLAGHER TRACT
 SURVEY EXHIBIT

REVISIONS:

ISSUE DATE:

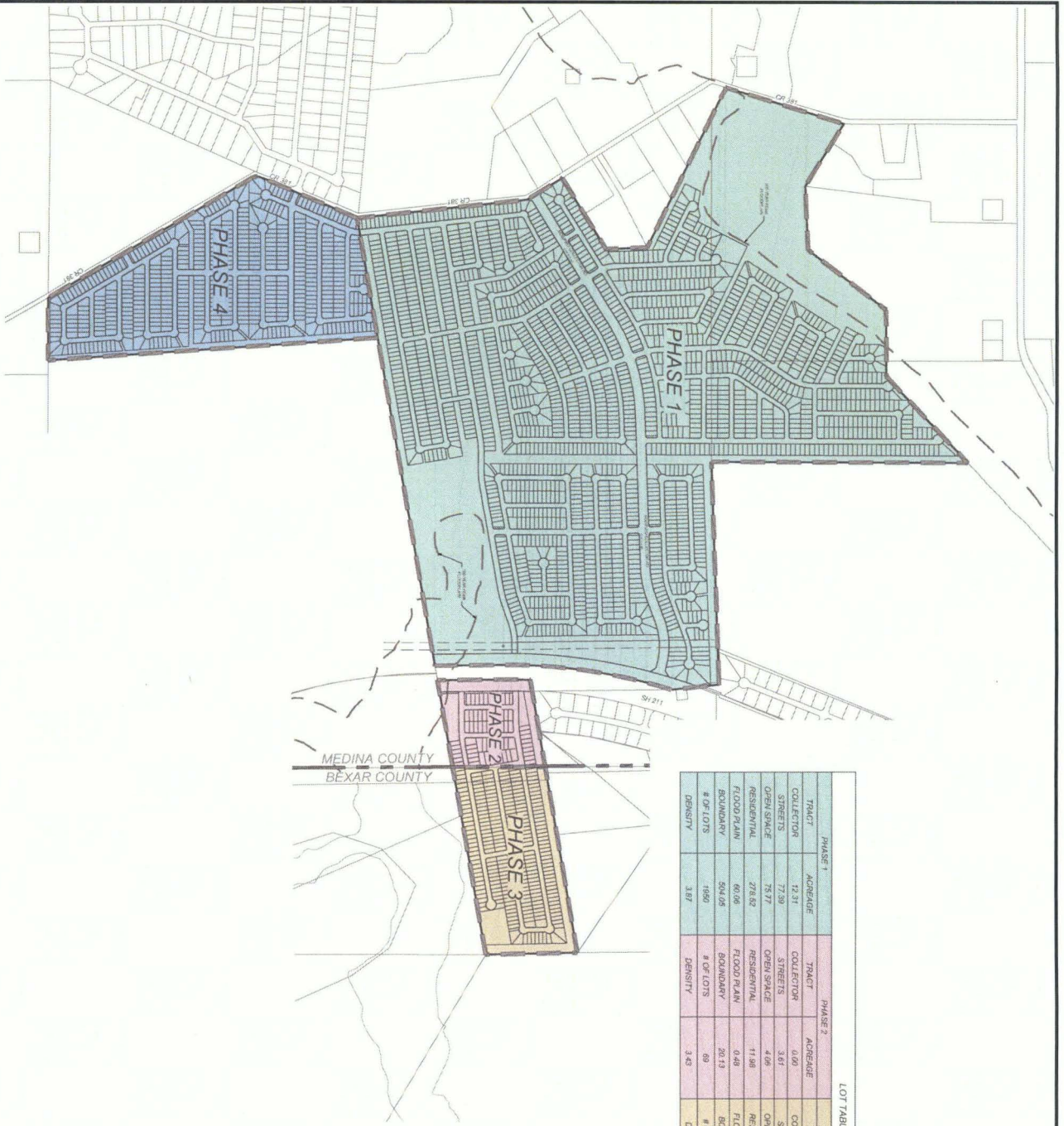
JOB NO.: 205-48-01

DATE: FEBRUARY, 2021 DESIGNER: BL

DRAWN: JA CHECKED: CL

SHEET: 1 OF 1

EXHIBIT "C"
PRELIMINARY MASTER DEVELOPMENT PLAN



LOT TABULATION TABLE

PHASE 1			PHASE 2			PHASE 3			PHASE 4			TOTALS		
TRACT	ACREAGE	DENSITY	TRACT	ACREAGE	DENSITY	TRACT	ACREAGE	DENSITY	TRACT	ACREAGE	DENSITY	TRACT	ACREAGE	DENSITY
COLLECTOR	12.31		COLLECTOR	0.60		COLLECTOR	0.00		COLLECTOR	0.00		COLLECTOR	12.31	
STREETS	77.59		STREETS	3.61		STREETS	7.01		STREETS	19.95		STREETS	107.97	
OPEN SPACE	75.77		OPEN SPACE	4.66		OPEN SPACE	8.49		OPEN SPACE	7.74		OPEN SPACE	96.65	
RESIDENTIAL	278.52		RESIDENTIAL	11.98		RESIDENTIAL	27.44		RESIDENTIAL	71.88		RESIDENTIAL	309.82	
FLOOD PLAN	66.06		FLOOD PLAN	0.48		FLOOD PLAN	0.00		FLOOD PLAN	0.00		FLOOD PLAN	66.06	
BOUNDARY	504.08		BOUNDARY	26.13		BOUNDARY	42.93		BOUNDARY	99.58		BOUNDARY	666.69	
# OF LOTS	1950		# OF LOTS	69		# OF LOTS	245		# OF LOTS	759		# OF LOTS	2900	
DENSITY	3.87		DENSITY	3.43		DENSITY	5.71		DENSITY	8.18		DENSITY	4.20	



GALLAGHER TRACT
 LOT LAYOUT EXHIBIT

EXHIBIT "D"
STRATEGIC PARTNERSHIP AGREEMENT

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

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I.
RECITALS AND DEFINITIONS**

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

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

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

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

City Council means the City Council of the City.

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

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

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

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

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

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

Full Purpose Annexation Date means the Conversion Date.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III. TAXATION

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

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

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

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

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

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

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

ARTICLE IV. FULL PURPOSE ANNEXATION

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

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

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

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

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

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

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

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

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

ARTICLE V. TERM

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

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

ARTICLE VI. DISTRICT ASSETS, LIABILITIES, AND OBLIGATIONS

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

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

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

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

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

ARTICLE VII. BREACH, NOTICE AND REMEDIES

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

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

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

ARTICLE VIII. ADDITIONAL PROVISIONS

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

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

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

To the District: _____
Attn: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF SAN ANTONIO

City Clerk

By: _____

Printed Name: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

City Attorney

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

[DISTRICT]

By: _____

Printed Name: _____

Title: President, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

Notary Public, State of Texas

Exhibit A to Strategic Partnership Agreement

Depiction of the Development

Exhibit B to Strategic Partnership Agreement

Legal Description of the Development

Exhibit E to Strategic Partnership Agreement

Service Plan

