

RESOLUTION NO.

RECOMMENDING THE APPROVAL OF THE FOURTH AMENDMENT AND RESTATED AGREEMENT TO EXTEND LIMITED PURPOSE ANNEXATION AND TO EXTEND THE DATE FOR FULL PURPOSE ANNEXATION TO FEBRUARY 2, 2047 BETWEEN PRESTO TIERRA, LLC, PDC PRESERVE AT THE MEDINA RIVER LTD., CST STATIONS TEXAS, LLC AND THE CITY OF SAN ANTONIO FOR APPROXIMATELY 534.22 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF STATE HIGHWAY 16 AND WATSON ROAD, KNOWN AS SOUTH LAKE AND TERMINATING THE ASSOCIATED DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON JANUARY 5, 2006 .

WHEREAS, Presto Tierra, Ltd., Presto Commercial #2, LLC, Crosswinds at South Lake, L.P. CST Stations Texas, LLC, PDC Preserve at Medina River, LTD., and CST Stations Texas, LLC are the owners of the property known as Crosswinds at South Lake, located in City Council District 4, in Limited Purpose Area #1, comprised of approximately 534.22 acres at the southwest intersection of Highway 16 and Watson Road, in Bexar County (the “Property”); and

WHEREAS, Owners have undertaken the development of a mixed-use community on the Subject Property, such development referred to as “South Lake”; and

WHEREAS, South Lake was annexed by the City for “limited purposes” on November 21, 2002, by Ordinance No. 96557, with an effective date of January 5, 2003, in order to apply its planning, zoning, building, health, and safety ordinances to the Subject Property; and

WHEREAS, on January 5, 2006, the City Council approved Ordinance No. 2006-01-05-3, which authorized the execution of a development agreement with Fermin Rajunov of Presto Tierra, Ltd., Crosswinds at South Lake, L.P., and Presto Commercial #2, LLC, and provided for the development of South Lake on the Subject Property, and provided the City the ability to extend and enforce land use and development regulations, provided for infrastructure, authorized enforcement of environmental regulations, and considered the terms for future annexation (the “Original Agreement”);

WHEREAS, the City approved an agreement with Owners to extend the limited purpose annexation of South Lake and postpone the date for full-purpose annexation until December 31, 2035, by Ordinance No. 2006-08-17-0920 on August 17, 2006 (the “Non-Annexation Agreement”); and

WHEREAS, the City and Owners have subsequently entered into a First Amended and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the “First Amendment”) on June 19, 2008; and a Second Amended and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the “Second Amendment”) on July 12, 2011; and a Third Amended and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the “Third Amendment”) on December 5, 2013; and

WHEREAS, Section 123A of the Charter of the City of San Antonio provides that that the Planning Commission recommend to City Council on proposed annexation; and

WHEREAS, the San Antonio Planning Commission held a public hearing on January 25, 2017; and

WHEREAS, the San Antonio Planning Commission has considered the effect of this agreement and terminating the 2006 Development Agreement to the Master Plan and found the agreement and termination of the Development Agreement to be **CONSISTENT** with City policies, plans and regulations; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1: The Planning Commission recommends to the City Council **APPROVAL** of the termination of the Development Agreement for the South Lake Development authorized by Ordinance No. 2006-01-05-3, on January 5, 2006 between Fermin Rajunov of Presto Tierra, Ltd., Crosswinds at South Lake, L.P., and Presto Commercial #2, LLC, and the City of San Antonio is recommended to City Council with this Commission's recommendation for.

SECTION 2: The "Fourth Amendment and Restated Agreement to Extend the Limited Purpose Annexation and to Extend the Date For Full Purpose Annexation" to February 2, 2047 between Presto Tierra, LLC, PDC Preserve at Medina River, Ltd., CST Stations Texas, LLC and the City of San Antonio for approximately 534.22 acres of land generally located at the southwest corner of State Highway 16 and Watson Road, known as South Lake is attached hereto and incorporated herein by reference is recommended to the City Council with this Commission's recommendation for **APPROVAL**.

PASSED AND APPROVED ON THIS 25th DAY OF JANUARY 2017.

Attest:

Approved:

Executive Secretary
San Antonio Planning Commission

George W Peck, Chair
San Antonio Planning Commission

Attachment I

STATE OF TEXAS § Fourth Amendment and Restated Agreement to
 § **Extend Limited Purpose Annexation and to**
COUNTY OF BEXAR § Extend the Date for Full Purpose Annexation

This Fourth Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the "Agreement") is entered into by and between Presto Tierra, LLC, PDC Preserve at Medina River, Ltd., and CST Stations Texas, LLC (collectively the "Property Owners"), both in their own name and as successor in interest to Crosswinds at South Lake, L.P., and the City of San Antonio (the "City"), a home rule municipality (collectively, the "Parties"). The Property Owners represent themselves, their owners, successors, and assigns.

WHEREAS, the Property Owners represent and warrant that (a) such owners individually or collectively own approximately 534.22 acres of real property ("the Property") in fee simple and the property is located within Bexar County, Texas, (b) the Property is within the extraterritorial jurisdiction ("ETJ") of the City and the Property is presently annexed by the City for limited purposes, (c) **Exhibit "A"** attached and incorporated herein for all purposes, is a true and correct legal description of the Property; and (d) the Property is intended to be developed as a mixed-use community, and the project on such Property is commonly referred to as the "South Lake" development, which is generally shown in the "South Lake Site Plan," attached hereto and incorporated herein for all purposes as **Exhibit "B"**;

WHEREAS, on January 5, 2006, the City Council approved Ordinance No. 2006-01-05-3, which authorized the execution of a development agreement with Fermin Rajunov of Presto Tierra, Ltd., Crosswinds at South Lake, L.P., and Presto Commercial #2, LLC, and provided for the development of South Lake on the Property, and provided the City the ability to extend and enforce land use and development regulations, provided for infrastructure, authorized enforcement of environmental regulations, and considered the terms for future annexation (the "Development Agreement");

WHEREAS, the Parties have previously entered into that certain Agreement to Extend Limited Purpose Annexation and to Fix the Date for Full Purpose Annexation with respect to the Property (the "Annexation Agreement"); and

WHEREAS, the Parties have subsequently entered into that certain First Amended and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the "First Amendment"), and that certain Second Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the "Second Amendment"), and that certain Third Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation (the "Third Amendment"); and

WHEREAS, the Parties now wish to further amend and restate the terms and conditions of the Annexation Agreement, as amended and restated in the First Amendment, the Second Amendment, and the Third Amendment.

NOW THEREFORE, in consideration of the terms and conditions granted herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I.
LIMITED PURPOSE ANNEXATION

The Property Owners waive any and all requirements of Section 43.127 of the Texas Local Government Code that may require the City to annex the Property for full purposes within three (3) years of the original effective date of the limited-purpose annexation of the Property. The Property Owners further waive any and all claims that they may, have known or unknown, as to limited purpose annexation of the Property as it was adopted by the City on or about the original effective date of the limited purpose annexation. Except as specifically set forth herein, nothing in this Agreement limits the City's ability to affect the Property by revising the Regulatory Plan, the City's Master Plan or the zoning in accordance with applicable law.

ARTICLE II.
TERM

The Property Owners and City hereby agree to postpone the full purpose annexation of the Property until thirty (30) years after the "Effective Date" (defined in Article VIII below). In no event shall the term for postponement of annexation set forth above extend beyond February 2, 2047. City agrees it shall take no action to annex the Property for full purposes prior to the expiration of thirty (30) years after the Effective Date or thirty (30) years from February 2, 2017, whichever occurs first. The Property Owners hereby agree that this Agreement constitutes a petition to the City, acting in the City's sole discretion, to annex the Property for full purpose under the provisions of Section 43.052(h) of the Texas Local Government Code on or after the expiration of thirty (30) years after the Effective Date, or to annex effective February 2, 2047. Notwithstanding the foregoing, the Parties hereto agree and acknowledge that the City is not obligated to annex the Property for full purposes on February 2, 2047 or at any other time.

ARTICLE III.
CONSIDERATION

In consideration of the City's consent to extend limited purpose annexation of the Property as set forth herein, the Property Owners agree to develop the Property in accordance with Article VII below and the South Lake Site Plan. If Property Owners fail to develop the Property in accordance with Article VII below and the South Lake Site Plan, such failure may constitute a breach of this Agreement, pursuant to Article VII, and if such failure is a breach, this Agreement may be terminated at the sole discretion of the City and City may then proceed with full purpose annexation of the Property.

ARTICLE IV.
DEVELOPMENT AGREEMENT TERMINATION

The Parties agree to mutually terminate the "Development Agreement" authorized by Ordinance No. 2006-01-05-3, passed and approved by City Council on January 5, 2006.

ARTICLE V. TERMINATION

This Agreement shall terminate no later than February 2, 2047. This Agreement may terminate in accordance with any other provision of this Agreement. Failure of Property Owners to develop in accordance with Article VII below, shall constitute a possible breach of contract and will be grounds for immediate termination of this Agreement.

Notwithstanding the foregoing, before the City may terminate this Agreement for the Property Owners' violation of, or default under, any of the provisions of Article VII below, City shall deliver written notice of said default specifying such matter(s) in default. Property Owner shall have thirty (30) calendar days after receipt of the written notice, to cure such default (or in the even such sure cannot reasonably be completed within such thirty (30) day time period, to commence and thereafter diligently pursue to completion the cure of such default). If Property Owner fails to cure the default within such cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate.

ARTICLE VI. ANNEXATION

Prior to February 2, 2047, notwithstanding the provisions of Articles II and V above, the City may terminate the Agreement and annex the Property on or after the date upon which at least ninety-five percent (95%) of the net acreage of the Property, excluding the regulatory floodplain, has been developed with water, wastewater treatment, drainage, and road facilities and the Owners have been fully reimbursed for the design and construction of such infrastructure facilities in accordance with that certain separate instrument related to the Public Improvement District created for the Property. Net acreage, as used herein, shall be as that term is defined in Chapter 35 of the City Code of the City of San Antonio, Texas, as of the Effective Date of this Agreement.

The Owners hereby agree that this Agreement, subject to the terms and conditions herein, constitutes a voluntary petition to the City, acting in the City's sole discretion, for annexation of the Property for full purposes under the provisions of Section 43.052 (h) of the Texas Local Government Code at the times provided in ARTICLE II of this Agreement. The City is not obligated to annex the Property for full purposes at any time.

To accomplish such annexation, the City will not need to take the following actions, all of which are waived by the Owners:

- (a) adopt or amend an annexation plan to include the Property;
- (b) give notice to any service providers in the area of the Property;
- (c) compile an inventory of services provided to the area by both public and private entities prior to the City's annexation or make such inventory available for public inspection;
- (d) complete a service plan that provides for the extension of full municipal services to the Property, other than the Service Plan;
- (e) hold any public hearings; and
- (f) undertake any negotiations for provision of services to the Property.

The Owners confirm and agree that, as the Owners are the sole owners of the Property as of the Effective Date, such voluntary petition may not be revoked by the Owners except as otherwise provided in this Agreement, and is intended to be and shall be binding upon the Owners and their successors in interest in ownership of any right, title or interest in and to the Property or any part thereof.

Subject to the terms and conditions herein, the Owners irrevocably waive any and all legal requirements applicable to annexation of the Property by the City, to the fullest extent permitted by law. The Owners agree to execute any and all documents reasonably requested by the City to evidence such waiver and the consent granted.

Owners shall include the following language in each deed or lease of any part of the Property executed after the Effective Date, executed by or on behalf of the Owners:

“This (conveyance or lease, as applicable) is made and accepted subject to that certain Owners’ Consent to Annexation, located in Article VI of the Agreement for Services in Lieu of Annexation, executed by the Owners and the City of San Antonio on _____, 201__, which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein. Acceptance of this (conveyance or lease, as applicable) shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

Further, this (conveyance or lease, as applicable) is made and accepted subject to the land use and the development standards contained in Section II of the Agreement for Services in Lieu of Annexation. Acceptance of this (conveyance or lease, as applicable) shall evidence your consent and agreement to such developmental standards and may be relied upon by the City as a beneficiary of your consent and agreement.”

ARTICLE VII. DEVELOPMENT STANDARDS

The Owners hereby agree that the Property shall at all times during the Term of this Agreement be developed in compliance with the following conditions:

7.1 GASB Compliance. Owners shall ensure that all development within the Property complies with the Government Accounting Standard Board (GASB) standards for reporting values for general infrastructure assets.

7.2 Pavement Condition Maintenance. Owners shall ensure that all paved roads within the Property shall be constructed and maintained at the City's minimum rating on the Pavement Condition Index (PCI), currently set at 62, and promptly adjust with any changes to the PCI by the City.

7.3 Regulatory Plan. The Regulatory Plan for Southside Study Area # 1, incorporated in Ordinance No. 96557, is attached hereto and incorporated herein as if set out verbatim for all purposes as **Exhibit "C"**.

7.4 Conservation Area/Easement. For that approximately one-hundred, nineteen (119) acres of the Property, the location of which is generally shown on the South Lake Site Plan, notated as “CONSERVATION AREA,” all applicable development regulations shall apply, with the following exceptions and amendments:

1. Preservation of Conservation Area. The Conservation Area shall be designated as a permanent conservation area, not to be further subdivided, and protected in perpetuity through a permanent conservation easement in favor of either:
 - a) A land trust or similar conservation-oriented non-profit organization with legal authority to accept such easements in accordance with the State of Texas Natural Resources Code Section 183 - Conservation Easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for transfer to a subsequent qualified conservation organization in the event the organization becomes unable to carry out its functions; or
 - b) A governmental entity with an interest in pursuing goals compatible with the purposes of the Texas Natural Resources Code Section 183. If the entity accepting the easement is not the city, then a third right of enforcement favoring the city shall be included in the easement
2. Timing of Easement Designation. At least fifty percent (50%) of the Conservation Area, approximately sixty (60) acres, shall be designated as a permanent conservation area, as stated above, within five (5) years after the Effective Date, and one-hundred percent (100%) of the Conservation Area shall be designated as a permanent conservation area within ten (10) years after the Effective Date.
3. Ownership and Management of Conservation Area.
 - a) Ownership of Conservation Area. The applicant must identify the owner of the conservation area who is responsible for maintaining the conservation area and facilities located thereon. The responsibility for maintaining the conservation area and any facilities located thereon shall be borne by the owner.
 - b) Management Plan. Applicant shall submit a plan for management of conservation area that:
 - i. Allocates responsibility and guidelines for the maintenance and operation of the areas and any facilities located thereon, including provisions for ongoing maintenance and for long-term capital improvements;
 - ii. Estimates the costs and staffing requirements needed for maintenance and operation of, and insurance for, the conservation area and outlines the means by which such funding will be obtained or provided;
 - iii. Provides that any changes to the plan be approved by the director of the Planning Department; and
 - iv. Provides for enforcement of the plan. The owner will assure all costs of enforcing the plan.
 - c) Management Plan Guidelines. The plan shall be developed with the advice and assistance of qualified environmental professionals, such as ecologists,

biologists, geologists, archeologists, and historic preservation experts to provide for the long-term management of the conservation area. The plan shall identify goals and objectives for planned land management activities for the areas. The plan shall provide minimum requirements in accordance with City Code Chapter 35, the Unified Development Code (“UDC”) subsection 35-203.

d) Failure to Maintain. In the event the party responsible for maintenance of the conservation area fails to maintain all or any portion in reasonable order and condition, the city may enter the premises and take corrective action. The costs of such action shall be charged to the owner and may include administrative costs and penalties. The parks and open space standards relating to maintenance, Section 35-503 of the UDC shall apply.

4. Alternative Uses of Conservation Areas. Land within the rights-of-way of below and above-ground utilities or high-tension power lines may be located in the conservation area.

5. Prohibited Uses in Conservation Area. The following uses shall be prohibited in the designated conservation area:

a) Paved roads, parking lots and impervious surfaces, except as specifically authorized in this Agreement;

b) Exploration or extraction of minerals and hydrocarbons by any surface mining method or other method that may substantially impair or interfere with the values of the conservation area;

c) Other activities as determined by the applicant, approved in writing by the Director of Planning and recorded on the legal instrument providing for permanent protection.

6. Connectivity. The designated conservation area, to the greatest extent feasible, shall abut existing open space land or conservation areas established on adjacent parcels, including open space located in other subdivisions, public parks, or properties owned by or leased to private land conservation organizations.

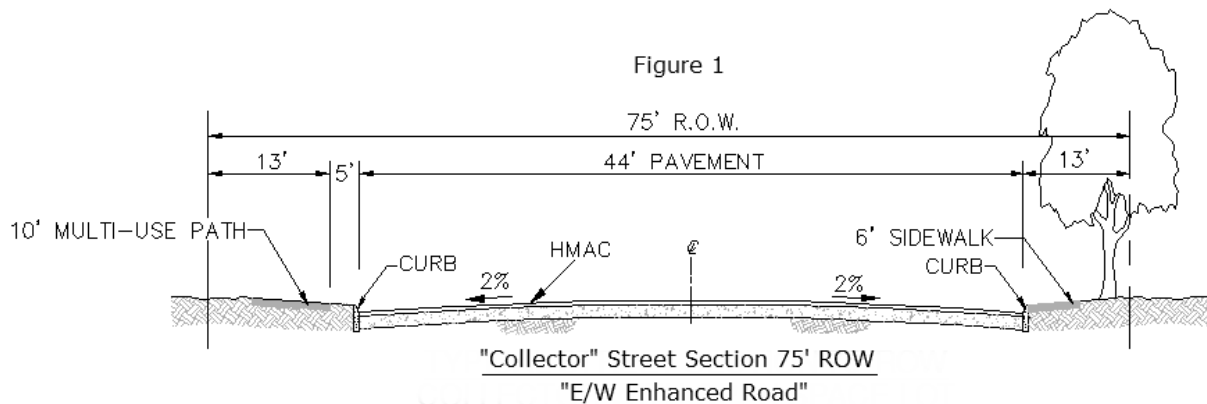
7. Required Parkland. The Conservation Area may be used to satisfy parkland dedication requirements in accordance with Section 35-503 of the UDC.

8. Natural Resource Protection. The designated conservation area shall not be cleared, graded, filled, or subject to construction provided, however, that rights-of-way for trails (see transportation standards in the UDC); any streets needed to provide access to the proposed Residential Area subdivisions; and water, sewer, electric, or cable lines may be cleared, or other activities specifically authorized in UDC subsection 35-203(j)(4). The width of rights-of-way for streets or trails shall be restricted to the minimum as designated in the transportation standards in subsection 35-506(d) of the UDC.

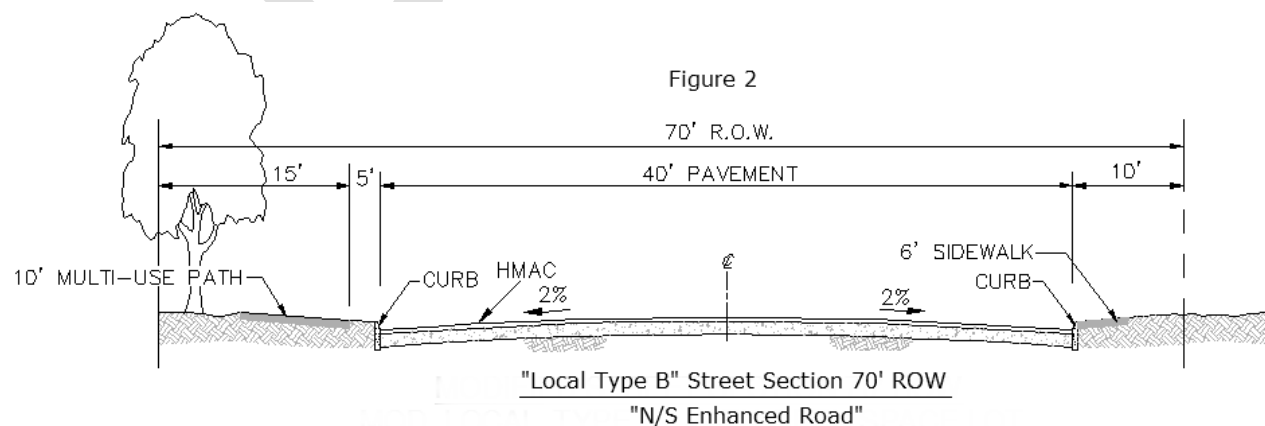
9. All other provisions of Sec. 35-203 of the UDC not specifically referenced herein will not apply to the Conservation Area.

7.5 Pedestrian/Street Connectivity. All streets, roads, trails, and other rights-of-way within the Property shall be developed according to the applicable development standards, with the following exceptions and amendments:

1. At least one (1) "Collector" street shall connect State Highway 16 to the Residential Area, through the "COMMERCIAL" Area (the "E/W Enhanced Road"), location as indicated on the South Lake Site Plan, which alignment is subject to change.
2. The E/W Enhanced Road shall be constructed so that at least one (1) side of the right-of-way area will meet "Enhanced Secondary Arterial" requirements for "Sidewalk Width, min.," "Bicycle facilities," "Streetscape planting," and "Planting strips width (min.)," as those features are listed in Table 506-4A.1 of the UDC (see Figure 1, below), so as to provide a Pedestrian System that connects the Commercial Area to the Residential Area.



3. At least one (1) "Local Type B" street shall connect Watson Road to the Conservation Area, through the Residential Area (the "N/S Enhanced Road"), location as indicated on the South Lake Site Plan, which alignment is subject to change. The N/S Enhanced Road may be constructed in multiple phases, as right-of-way improvements are needed to provide access to residential subdivision areas also being constructed in phases.
4. The N/S Enhanced Road shall be constructed so that at least one (1) side of the right-of-way area will meet "Enhanced Secondary Arterial" requirements for "Sidewalk Width, min.," "Bicycle facilities," "Streetscape planting," and "Planting strips width (min.)," as those features are listed in Table 506-4A.1 of the UDC (see Figure 2, below), so as to provide a pedestrian access network/spine, "Pedestrian System," that connects the Residential Area to the Conservation Area..



7.6 Hike/Bike Trail. A hike/bike trail shall be constructed to connect residential subdivisions to, and be within, the Conservation Area according to the following provisions:

1. **Phasing.** Following completion of Units 1 through 5 of the Residential Area, as those Units are shown in the corresponding approved MDP, Owners agrees to construct a hike/bike trail that will connect the completed residential portion of the South Lake Project to the Conservation Area, location as indicated in the South Lake Site Plan, which location and alignment is subject to change. For purposes of connecting the hike/bike trail to the Conservation Area, the N/S Enhanced Road may be constructed to replace and satisfy such requirement, as one side of the N/S Enhanced Road is designed to be “multi-use,” in lieu of a separate, independent hike/bike trail (see Figure 2 above). Following completion of eighty-five percent (85%) of the residential units proposed, according to the corresponding approved MDP, Owners agree to construct a hike/bike trail in the Conservation Area generally running in the east-west direction, location as indicated in the South Lake Site Plan, which location and alignment is subject to change. Any connection to existing City trail systems may require coordination and cooperation with City Parks & Recreation Department.
2. **Design.** The proposed hike/bike trail shall be at least eight feet (8') wide, constructed of crushed granite with minimum base (a cross-section is depicted on the South Lake Site Plan). In those areas of the proposed hike/bike trail where drainage wash-outs or other erosion issues may occur, the hike/bike trail may be constructed of concrete (a cross-section is depicted on the South Lake Site Plan), which locations and lengths of concrete will be determined at the design stage of the trail.
3. **Exclusion.** The requirements of Section 7.6 shall not be required for Lot 1, Block 16, County Block 4296.

7.7 Commercial Area. For that certain approximately 100-acre tract of the Property designated as the Commercial Area on the South Lake Site Plan, all future development, unless otherwise indicated, shall comply with applicable development regulations, with the following exceptions and amendments.

1. **Connectivity.**
 - a) All primary buildings in the Commercial Area shall connect to each other with a “Pedestrian System,” which may be accomplished by pedestrian walkway, sidewalk, trail, or required accessibility ramps or walkways, at a minimum width of four feet (4'). Such Pedestrian System shall connect to the Pedestrian System constructed in the Residential Area described herein, below.
 - b) In the event that the Pedestrian System contemplated by this section is satisfied by virtue of constructing a trail, such trail shall be constructed according to the Traditional Neighborhood Development “Trail” standards as outlined in Table 207-5 of the UDC.
2. **Pedestrian Commercial Center Design Standards.** There shall be a commercial area developed and known as the “Pedestrian Commercial Center,” which is defined as that portion of the Commercial Area within five-hundred feet (500') of the Residential Area, and within two-hundred feet (200') of the E/W Enhanced Road, as further depicted

in the South Lake Site Plan, attached hereto. Any portion of commercial buildings developed within the Pedestrian Commercial Center, regardless of footprint size, shall be constructed according to the following standards:

a) Two (2) or more of the following design elements must be present along sixty percent (60%) or more of the applicable front and side façade:

- i. Color changes;
- ii. Texture changes;
- iii. Material changes; or
- iv. Pattern changes

b) Building must have a pedestrian scale; for purposes of this Agreement, "pedestrian scale" shall mean providing a proportional relationship between an individual and his or her environment that is comfortable and contributes to a sense of accessibility by locating the buildings within one-hundred, twenty-five feet (125') of, and fronting, the E/W Enhanced Road, and orienting primary entrances toward the E/W Enhanced Road or to a courtyard or plaza.

3. **CST Store Exception.** That certain 2.866 acres within the Property, more specifically described as Lot 1, Block 16, County Block 4296 (the "CST Lot"), was the subject of an approved and recorded subdivision plat, "Corner Store No. 1847 FDP," prior to the Effective Date of this Agreement, for the purpose of developing a CST convenience store (the "CST Store"). Development of the CST Store currently in progress as of the Effective Date of this Agreement shall not be subject to the provisions of this Section 7.7, but shall instead be subject to the rules and regulations established by the Development Agreement and the MDP in effect at the time the CST Lot was platted. Any further improvements to the CST Lot, other than the CST Store, will be subject to the Development Standards established by this Agreement. Nothing in this section shall prohibit the Owners from choosing to comply with the Development Standards established herein.

7.8 Notices. All notices given with respect to this Agreement shall be in writing and deemed delivered upon receipt if hand delivered or sent by confirmed facsimile transmission, and, if mailed, deemed received on the third business day after deposit in the United States mail, postage prepaid, addressed to the parties as shown below:

IF TO THE CITY:

City of San Antonio
Office of the Planning Director
Attn: Planning Director
1400 S. Flores St.
San Antonio, TX 78204

With a copy to:

City of San Antonio
Office of the City Attorney
Attn: City Attorney
City Hall, 3rd Floor
P.O. Box 839966
San Antonio, TX 78283-3966

City of San Antonio
Office of the City Clerk
Attn: City Clerk
City Hall, 2nd Floor
P.O. Box 839966
San Antonio, TX 78283-3966

IF TO PRESTO TIERRA,
LLC:

Presto Tierra, LLC.
Attn: Fermin Rajunov
103 Biltmore, Suite 210
San Antonio, TX 78213

IF TO PDC PRESERVE AT
MEDINA RIVER, LTD.:

PDC Preserve at Medina River, Ltd.
Attn: Fermin Rajunov
103 Biltmore, Suite 210
San Antonio, TX 78213

With a copy to:

Brown & Ortiz, P.C.
Attn: Daniel Ortiz
112 E. Pecan, Ste. 1360
San Antonio, TX 78205

IF TO CST STATIONS
TEXAS, LLC:

CST Stations Texas, LLC
Attn: _____

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

7.9 Venue and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue for any legal action arising out of this Agreement shall be exclusively in Bexar County, TX.

ARTICLE VIII. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein, including, but not limited to, the Development Agreement, the Annexation Agreement, the First Amendment, the Second Amendment, and the Third Amendment, all as referred to herein.

Executed by the Parties to be effective on the date of City Council approval if approved by eight or more affirmative votes, otherwise this Agreement is effective ten (10) days after City Council approval (the “Effective Date”).

IN WITNESS WHEREOF, the Parties each duly executed this Fourth Amendment and Restated Agreement to Extend Limited Purpose Annexation and to Extend the Date for Full Purpose Annexation as of the dates shown adjacent to their signatures below.

[Signatures on next page]

DRAFT

THE CITY:

THE CITY OF SAN ANTONIO

By: _____
Name: _____
Title: _____
Date: _____

THE PROPERTY OWNERS:

PRESTO TIERRA, LLC

By: _____
Name: _____
Title: _____
Date: _____

PDC PRESERVE AT MEDINA RIVER, LTD.
by and through its General Partner,
PDC Preserve at Medina River GP, LLC

By: _____
Name: _____
Title: _____
Date: _____

CST STATIONS TEXAS, LLC
by and through its Governing Person,
CST Management, Inc.

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned, a Notary Public, on this day personally appeared _____ of the City of San Antonio, a Texas home rule municipality, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed as the act of such corporation for the purpose and consideration therein expressed, and in the capacity herein stated.

Given under my hand and seal of office this _____ day of _____, 2017.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned, a Notary Public, on this day personally appeared _____, General Partner of Presto Tierra, LLC a Texas limited liability company, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed as the act of such for the purpose and consideration therein expressed, and in the capacity herein stated.

Given under my hand and seal of office this ____ day of _____, 2017.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned, a Notary Public, on this day personally appeared _____ Manager of PDC Preserve at Medina River GP, LLC, General Partner of PDC Preserve at Medina River, Ltd., a Texas limited partnership, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed as the act of such for the purpose and consideration therein expressed, and in the capacity herein stated.

Given under my hand and seal of office this ____ day of _____, 2017.

Notary Public, State of Texas

STATE OF _____ §
 §
COUNTY OF _____ §

Before me, the undersigned, a Notary Public, on this day personally appeared _____ Director of CST Management Inc., Governing Person of CST Stations Texas, LLC, a Delaware limited liability company, whose name is subscribed to the foregoing instrument and acknowledged to me that the same was executed as the act of such for the purpose and consideration therein expressed, and in the capacity herein stated.

Given under my hand and seal of office this ____ day of _____, 2017.

Notary Public, State of Texas

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
TRACT 1



A 396.9 acre, or 18,915,029 square foot more or less, tract of land being a portion of a called 314.189 acre tract recorded in Volume 9950, Pages 1763-1766 of the Official Public Records of Real Property, Bexar County, Texas, all of a called 50.457 acre tract recorded in Volume 10384, Pages 107-109 of the Official Public Record of Real Property, Bexar County, Texas, all of a called 99.0 acre tract recorded in Volume 10571, Pages 1809-1810 of the Official Public Records of Real Property, Bexar County Texas, all of a called 84.129 acre tract recorded in the Deed Records of Bexar County, Texas, and a portion of a 40 acre tract recorded in Volume 7233, Pages 705-707 of the Deed Records of Bexar County, Texas, out of the Cruz Landin Survey No. 46, Abstract 421, County Block 4898 and the Joseph Jordan Survey No. 45, Abstract 374, County block 4296. Said 396.9 acre tract being more fully described as follows, with the basis of bearing derived from the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone and on the west right of way line of State Highway 16, a variable width right of way (having a Northing of 13650186.6 and an Easting of 2098448.6):

BEGINNING: At a found ½" iron rod, the northwest corner of said called 84.129 acre tract, the northeast corner of a called 100.098 acre tract recorded in Volume 8463, Pages 817-819 of the Official Public Records of Bexar County, Texas and a point in the south right of way line of Watson Road, a variable width right of way;

THENCE: S 81°03'02" E, along and with the south line of said Watson Road and the north line of said called 84.129 acre tract, a distance 109.26 feet to a found ½" iron rod;

THENCE: S 72°51'57" E, along and with the south line of said Watson Road and the north line of said called 84.129 acre tract, a distance of 216.55 feet to a found ½" iron rod, the northeast corner of said called 84.129 acre tract, the northwest corner of a called 2.934 acre tract recorded in Volume 9307, Pages 335-337 of the Official Public Records of Real Property of Bexar County, Texas and a point in the south right of way line of said Watson Road;

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- THENCE: S 00°03'33" E, departing the south right of way line of said Watson Road, along and with the east line of said called 84.129 acre tract and the west line of said called 2.934 acre tract, a distance of 474.33 feet to a found ½" iron rod, a point in the west line of said called 84.129 acre tract, the southwest corner of said called 2.934 acre tract and a northwest corner of a called 15.0 acre tract recorded in Volume 7215, Pages 89-91 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: S 00°07'55" E, along and with the east line of said called 84.129 acre tract and the west line of said called 15.0 acre tract, a distance of 682.69 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a northeast corner of said called 84.159 acre tract and the southwest corner of said called 15.0 acre tract;
- THENCE: S 87°13'51" E, along and with a north line of said called 84.129 acre tract and the south line of said called 15.0 acre tract, a distance of 565.03 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", the southeast corner of said called 15.0 acre tract, a point in the east line of said called 84.129 acre tract and a point in the west line of the aforementioned 99.00 acre tract;
- THENCE: N 00°01'47" E, along and with the east line of said called 15.0 acre tract and the west line of said called 99.00 acre tract, a distance of 383.32 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a northwest corner of said called 99.00 acre tract, a point in the east line of said called 15.0 acre tract and the southwest corner of a called 3.0 acre tract recorded in Volume 4552, Pages 881-883 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: S 80°59'59" E, along and with the south line of said called 3.0 acre tract and a north line of said called 99.00 acre tract, a distance of 299.44 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a northwest corner of said called 99.00 acre tract and the southeast corner of said called 3.0 acre tract;



- THENCE: N 00°33'25" E, along and with the east line of said called 3.0 acre tract and a west line of said called 99.00 acre tract, a distance of 728.11 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", the northeast corner of said called 3.0 acre tract, a northwest corner of said called 99.00 acre tract and a point in the south right of way line of said Watson Road;
- THENCE: S 81°38'54" E, along and with the north line of said called 99.00 acre tract and the south right of way line of said Watson Road, a distance of 806.53 feet to a found ½" iron rod, the northeast corner of said called 99.00 acre tract, the northwest corner of the aforementioned 40 acre tract and a point in the south right of way line of said called Watson Road;
- THENCE: S 00°00'58" W, departing the south right of way line of said Watson Road, along and with an east line of said called 99.00 acre tract and the west line of said 40 acre tract, a distance of 2044.88 feet to a found ½" iron rod, the southwest corner of said called 40 acre tract and a northwest corner of said 314.189 acre tract;
- THENCE: S 81°03'18" E, along and with a north line of said called 314.189 acre tract and the south line of said called 40 acre tract a distance of 790.28 feet to a found ½" iron rod, the southwest corner of said called 40 acre tract and a northwest corner of said called 314.189 acre tract;
- THENCE: N 00°04'31" E, along and with the east line of said called 40 acre tract and a west line of the said called 319.14 acre tract, a distance of 1622.22 feet to a found ½" iron rod, the southeast corner of said called 40 acre tract and a northwesterly corner of said called 314.189 acre tract;
- THENCE: S 81°58'43" E, along and with a north line of said called 314.189 acre tract and a south line of said called 40 acre tract, a distance of 325.91 feet to a found ½" iron rod, a southwest corner of said called 40 acre tract, a southeast reentrant corner of said called 314.189 acre tract;



- THENCE: N 00°08'03" W, along and with the east line of said called 40 acre tract and a west line of said called 314.189 acre tract, a distance of 393.47 feet to a found ½" iron rod, a northwest corner of said called 314.189 acre tract, the northeast corner of said called 40 acre tract and a point in the south right of way line of said Watson Road;
- THENCE: S 80°48'34" E, along and with the north line of said called 314.189 acre tract and the south right of way line of said Watson Road, a distance of 1723.88 feet to a set ½" iron rod with yellow cap marked "Pape Dawson"; a north corner of said called 314.189 acre tract, a point in the south right of way line of said Watson Road and the northwest corner of a called 2.649 acre tract recorded in Volume 10297, Page 2015 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: S 76°10'33" E, along and with the south line of said called 2.649 acre tract and the south right of way line of said Watson Road, a distance of 252.47 feet to a found ½" iron rod with yellow cap marked "Pape Dawson", a south corner of said called 2.649 acre tract and a point in the south right of way line of said Watson Road;
- THENCE: Departing the south right of way line of said Watson Road, over and across said called 314.196 acre tract the following calls and distances:
- S 34°07'24" W, a distance of 1726.98 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";
- S 45°26'08" W, a distance of 204.08 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";
- S 34°08'43" W, a distance of 575.45 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";
- Southwesterly, along the arc of a curve to the left, said curve having a radius of 6829.65 feet, a central angle of 10°25'00", a chord bearing and distance of S 28°56'13" W, 1239.96 feet, for an arc length of 1241.67 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";



- THENCE: S 14°29'45" W, at a distance of 497.99 feet, passing a north line of the aforementioned 50.457 acre tract, continuing over and across said 50.457 acre tract a total distance of 539.05 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";
- THENCE: S 61°30'46" E, over and across said 50.457 acre tract, at a distance of 73.91 feet, passing a southeast line of said 50.457 acre tract, continuing over and across said called 314.189 acre tract a total distance of 256.06 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a south corner of said called 314.189 acre tract and a point in the north bank of the Medina River;
- THENCE: Along and with the meanders of the top of low bank of the north side of the Medina River the following calls and distances:
- N 72°49'05" W, a distance of 17.67 feet to a point;
- S 67°41'46" W, a distance of 37.37 feet to a point;
- S 60°58'06" W, a distance of 97.03 feet to a point;
- S 41°29'52" W, a distance of 26.22 feet to a point;
- S 33°18'12" W, a distance of 36.69 feet to a point;
- S 04°51'30" E, a distance of 17.35 feet to a point;
- S 64°38'00" W, a distance of 38.30 feet to a point;
- S 12°19'57" W, a distance of 33.02 feet to a point;
- S 18°34'32" W, a distance of 49.35 feet to a point;
- S 37°28'17" W, a distance of 26.19 feet to a point;
- S 60°55'42" W, a distance of 14.87 feet to a point;
- S 00°22'16" E, a distance of 23.68 feet to a point;



N 87°49'28" W, a distance of 10.53 feet to a point;
S 47°02'36" W, a distance of 29.70 feet to a point;
S 51°36'17" W, a distance of 14.14 feet to a point;
S 61°35'43" W, a distance of 14.43 feet to a point;
S 30°33'10" W, a distance of 16.53 feet to a point;
S 53°25'15" W, a distance of 21.72 feet to a point;
S 36°41'04" W, a distance of 16.02 feet to a point;
S 35°07'36" W, a distance of 36.71 feet to a point;
S 15°05'06" W, a distance of 27.16 feet to a point;
S 50°33'15" W, a distance of 17.40 feet to a point;
S 43°05'11" W, a distance of 18.04 feet to a point;
S 23°53'54" W, a distance of 30.28 feet to a point;
S 08°23'18" W, a distance of 18.16 feet to a point;
S 18°06'08" E, a distance of 23.89 feet to a point;
S 05°56'22" E, a distance of 16.81 feet to a point;
S 12°23'42" W, a distance of 43.54 feet to a point;
S 18°04'52" E, a distance of 28.35 feet to a point;
S 11°17'57" E, a distance of 88.07 feet to a point;
S 16°47'12" E, a distance of 31.91 feet to a point;
S 14°36'41" E, a distance of 22.40 feet to a point;



S 01°52'28" E, a distance of 74.19 feet to a point;
S 41°05'15" E, a distance of 31.97 feet to a point;
S 12°31'43" E, a distance of 73.95 feet to a point;
S 29°43'30" E, a distance of 30.51 feet to a point;
S 16°59'57" W, a distance of 37.58 feet to a point;
S 02°35'02" E, a distance of 77.89 feet to a point;
S 11°02'40" W, a distance of 55.94 feet to a point;
S 06°20'23" W, a distance of 63.51 feet to a point;
S 34°30'14" E, a distance of 44.41 feet to a point;
S 21°51'13" W, a distance of 23.73 feet to a point;
S 62°53'38" W, a distance of 43.10 feet to a point;
S 25°08'47" W, a distance of 43.33 feet to a point;
S 85°42'28" W, a distance of 87.51 feet to a point;
N 86°50'12" W, a distance of 37.46 feet to a point;
N 53°37'51" W, a distance of 30.93 feet to a point;
S 63°42'06" W, a distance of 23.30 feet to a point;
S 41°30'40" W, a distance of 43.07 feet to a point;
S 20°32'43" W, a distance of 104.22 feet to a point;
S 22°05'36" E, a distance of 93.13 feet to a point;
S 02°53'46" E, a distance of 55.34 feet to a point;



S 16°57'09" E, a distance of 46.26 feet to a point;
S 54°45'11" W, a distance of 55.38 feet to a point;
S 67°35'26" W, a distance of 120.45 feet to a point;
S 88°33'29" W, a distance of 79.32 feet to a point;
N 80°49'50" W, a distance of 72.11 feet to a point;
N 60°56'47" W, a distance of 78.33 feet to a point;
N 27°23'19" W, a distance of 76.76 feet to a point;
S 83°01'33" W, a distance of 55.43 feet to a point;
S 88°43'25" W, a distance of 52.43 feet to a point;
S 73°18'41" W, a distance of 123.88 feet to a point;
S 53°54'37" W, a distance of 56.02 feet to a point;
S 29°14'01" W, a distance of 146.54 feet to a point;
S 00°28'13" W, a distance of 84.05 feet to a point;
S 36°38'37" E, a distance of 62.04 feet to a point;
S 25°14'08" E, a distance of 59.00 feet to a point;
S 30°20'20" E, a distance of 32.10 feet to a point;
S 58°31'31" E, a distance of 48.19 feet to a point;
N 76°28'07" E, a distance of 85.43 feet to a point;
S 48°58'04" E, a distance of 54.71 feet to a point;
S 38°20'31" E, a distance of 58.10 feet to a point;



S 02°11'27" E, a distance of 80.90 feet to a point;
S 21°59'52" W, a distance of 49.62 feet to a point;
S 43°05'26" W, a distance of 76.04 feet to a point;
S 69°30'35" W, a distance of 37.73 feet to a point;
S 75°20'16" W, a distance of 113.67 feet to a point;
S 79°51'36" W, a distance of 105.23 feet to a point;
N 84°54'40" W, a distance of 34.89 feet to a point;
N 57°57'40" W, a distance of 98.05 feet to a point;
N 43°27'58" W, a distance of 74.37 feet to a point;
N 34°50'21" W, a distance of 147.81 feet to a point;
N 53°31'38" W, a distance of 68.07 feet to a point;
N 23°25'13" W, a distance of 97.11 feet to a point;
N 11°33'13" W, a distance of 65.75 feet to a point;
N 35°34'02" W, a distance of 54.94 feet to a point;
N 40°11'23" E, a distance of 10.46 feet to a point;
N 01°00'44" W, a distance of 27.90 feet to a point;
N 73°45'52" W, a distance of 50.14 feet to a point;
N 58°55'01" W, a distance of 80.00 feet to a point;
N 40°27'08" W, a distance of 71.04 feet to a point;
N 30°26'38" W, a distance of 76.88 feet to a point;



N 21°11'50" W, a distance of 144.81 feet to a point;
N 06°36'45" W, a distance of 91.07 feet to a point;
N 09°05'19" W, a distance of 53.58 feet to a point;
N 13°18'07" E, a distance of 77.98 feet to a point;
N 34°12'40" E, a distance of 69.67 feet to a point;
N 21°30'20" E, a distance of 79.51 feet to a point;
N 74°11'21" E, a distance of 212.02 feet to a point;
N 27°46'35" W, a distance of 39.64 feet to a point;
S 88°12'32" W, a distance of 138.91 feet to a point;
N 81°10'04" W, a distance of 72.46 feet to a point;
N 71°20'44" W, a distance of 55.67 feet to a point;
N 34°17'28" W, a distance of 151.18 feet to a point;
N 87°10'14" W, a distance of 26.35 feet to a point;
N 28°57'56" W, a distance of 38.12 feet to a point;
N 39°05'55" E, a distance of 92.28 feet to a point;
N 28°45'15" E, a distance of 50.89 feet to a point;
N 23°42'29" E, a distance of 32.54 feet to a point;
N 19°27'23" E, a distance of 23.71 feet to a point;
N 23°43'28" E, a distance of 11.64 feet to a point;
N 16°27'15" W, a distance of 20.62 feet to a point;



N 46°14'14" E, a distance of 30.96 feet to a point;
N 27°18'22" E, a distance of 26.22 feet to a point;
N 06°03'00" W, a distance of 12.88 feet to a point;
N 62°37'08" E, a distance of 61.03 feet to a point;
N 46°30'01" E, a distance of 14.97 feet to a point;
N 03°28'48" E, a distance of 19.00 feet to a point;
N 08°50'22" W, a distance of 31.72 feet to a point;
N 30°16'01" W, a distance of 45.41 feet to a point;
N 21°52'23" W, a distance of 40.82 feet to a point;
N 32°59'13" W, a distance of 23.62 feet to a point;
N 26°01'26" W, a distance of 17.43 feet to a point;
N 74°19'32" W, a distance of 10.31 feet to a point;
N 44°35'06" W, a distance of 26.39 feet to a point;
N 74°50'10" W, a distance of 13.28 feet to a point;
S 53°50'11" W, a distance of 18.97 feet to a point;
N 53°44'56" W, a distance of 23.81 feet to a point;
N 66°42'08" W, a distance of 39.21 feet to a point;
N 71°22'02" W, a distance of 12.83 feet to a point;
S 84°59'41" W, a distance of 16.95 feet to a point;
N 71°47'37" W, a distance of 27.36 feet to a point;

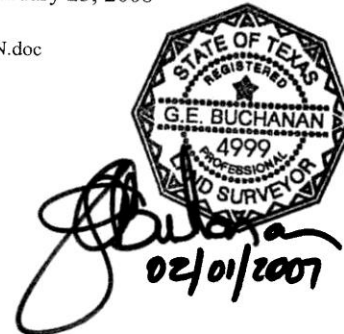


N 81°40'32" W, a distance of 26.98 feet to a point;
N 75°02'59" W, a distance of 35.02 feet to a point;
N 81°39'48" W, a distance of 47.05 feet to a point;
N 73°39'34" W, a distance of 29.67 feet to a point;
S 88°02'00" W, a distance of 39.30 feet to a point;
S 82°16'33" W, a distance of 19.69 feet to a point;
S 75°45'04" W, a distance of 65.82 feet to a point;
S 68°31'42" W, a distance of 154.39 feet to a point;
S 41°53'00" W, a distance of 99.33 feet to a point;
S 59°59'30" W, a distance of 73.43 feet to a point;
S 65°35'22" W, a distance of 52.42 feet to a point;
S 72°00'03" W, a distance of 56.26 feet to a point;
S 74°32'17" W, a distance of 68.75 feet to a point;
S 83°23'04" W, a distance of 110.26 feet to a point;
N 18°51'16" W, a distance of 134.20 feet to a point;
N 12°41'10" W, a distance of 44.79 feet to a point;
N 47°41'42" W, a distance of 69.65 feet to a point;
N 44°05'48" W, a distance of 4.94 feet to a point;



THENCE: N 00°02'32" E, departing the top of low bank, at a distance of 119.41 feet, passing a found ½" iron rod, the southwest corner of the aforementioned 84.129 acre tract, continuing along and with the west line of said 84.129 acre tract, at a distance of 131.37 feet to a found ½" iron rod, a southwest corner of said called 84.129 acre tract and the southeast corner of the aforementioned 100.098 acre tract continuing along and with the west line of said called 89.29 acre tract and the west line of said called 100.098 acre tract, a total distance of 4970.95 feet to the POINT OF BEGINNING and containing 396.9 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 1, 2007
REVISED: February 16, 2007, January 11, 2008, January 23, 2008
JOB No.: 9006-07
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**PAPE-DAWSON
ENGINEERS**



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

TRACT 2

A 99.95 acre, or 4,353,812 square foot more or less, tract of land being a portion of a called 314.189 acre tract recorded in Volume 9950, Pages 1763-1766 of the Official Public Records of Real Property, Bexar County, Texas and a portion of a called 50.457 acre tract recorded in Volume 10384, Pages 107-109 of the Official Public Record of Real Property, Bexar County, Texas, out of the Cruz Landin Survey No. 46, Abstract 421, County Block 4298 and the out of the Joseph Jordan Survey No. 45, Abstract 374, County Block 4296. Said 434.2 acre tract being more fully described as follows, with the basis of bearing derived from the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone and on the west right of way line of State Highway 16, a variable width right of way:

BEGINNING: At a set ½" iron rod with yellow cap marked "Pape Dawson", the northeast corner of said called 314.189 acre tract, the southwest corner of a called 2.649 acre tract recorded in Volume 10297, Pages 2015-2020 of the Official Public Records of Real Property of Bexar County, Texas and a point in the west right of way line of State Highway 16, a variable width right of way (having a northing of 13648927.4 and an easting of 2104413.1):

THENCE: Along and with the east line of said called 314.189 acre tract and the west right of way line of said State Highway 16 the following calls and distances;

S 34°07'24" W, a distance of 2010.55 feet to a found TXDOT monument with brass cap;

S 45°26'28" W, a distance of 204.18 feet to a found TXDOT monument with brass cap;

S 34°08'43" W, a distance of 476.60 feet to a found ¾" iron rod, a point of curvature;

Southwesterly, along an arc of a curve to the left, said curve having a radius of 5829.65 feet, a central angle of 10°25'00", a chord

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bearing and distance of S 28°56'13" W, 1058.40 feet for an arc length of 1059.86 feet to a found $\frac{5}{8}$ " iron rod;

S 23°43'43" W, a distance of 617.83 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson";

S 28°55'24" W, a distance of 26.33 feet to a set $\frac{1}{2}$ " iron rod with yellow cap marked "Pape Dawson", the southeast corner of said called 314.189 acre tract, a point in the west right of way line of said State Highway 16 and a point in the north bank of the Medina River;

THENCE: Departing the west right of way line of said State Highway 16, along and with the meanders of the top of low bank on the north side of the Medina River the following calls and distances:

N 60°10'25" W, a distance of 19.93 feet to a point;

N 68°30'31" W, a distance of 17.06 feet to a point;

N 73°12'29" W, a distance of 30.78 feet to a point;

N 65°51'58" W, a distance of 26.44 feet to a point;

N 55°05'59" W, a distance of 51.15 feet to a point;

N 73°03'57" W, a distance of 21.00 feet to a point;

N 53°39'00" W, a distance of 50.58 feet to a point;

N 63°13'14" W, a distance of 21.06 feet to a point;

N 52°26'15" W, a distance of 26.74 feet to a point;

N 62°25'55" W, a distance of 22.44 feet to a point;

N 24°09'20" W, a distance of 13.42 feet to a point;

N 58°09'32" W, a distance of 24.16 feet to a point;

N 48°52'48" W, a distance of 31.63 feet to a point;



N 47°16'40" W, a distance of 58.12 feet to a point;

N 61°07'47" W, a distance of 23.81 feet to a point;

N 50°54'53" W, a distance of 64.10 feet to a point;

N 65°52'58" W, a distance of 40.48 feet to a point;

N 63°02'13" W, a distance of 45.86 feet to a point;

N 44°36'58" W, a distance of 22.05 feet to a point;

N 64°08'51" W, a distance of 12.51 feet to a point;

N 64°19'09" W, a distance of 39.91 feet to a point;

S 73°16'58" W, a distance of 11.38 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a south corner of said called 314.189 acre tract and a point in the north meander line of the top bank of the Medina River;

THENCE: N 61°30'46" W, along and with a south line of said called 314.189 acre tract, at a distance of 182.15 feet, passing a southeast line of aforementioned 50.457 acre tract, continuing over and across said 50.457 acre tract for a total distance of 256.06 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

THENCE: N 14°29'45" E, over and across said called 50.457 acre tract, at a distance of 41.06 feet, passing a north line of said called 50.457 acre tract, over and across said called 314.189 acre tract for a total a distance of 539.05 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a point of curvature;

THENCE: Over and across said called 314.189 acre tract the following calls and distances:

Northeasterly, along an arc of a curve to the right, said curve having a radius of 6829.65 feet, of a central angle of 10°25'00", a chord bearing and distance of N 28°56'13" E, 1239.96 feet for an arc



length of 1241.67 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

N 34°08'43" E, a distance of 575.45 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

N 45°26'08" E, a distance of 204.08 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

N 34°07'24" E, a distance of 1726.98 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a point in the south right of way line of Watson Road, a variable width right of way;

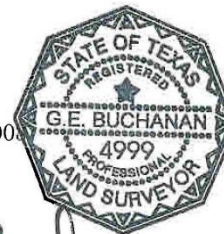
THENCE: S 76°10'33" E, along and with the south line of said Watson Road, a distance of 169.86 feet to a found ½" iron rod with TXDOT cap;

THENCE: S 69°36'27" E, along and with the south line of said Watson Road, a distance of 405.06 feet to a set ½" iron rod with yellow cap marked "Pape Dawson";

THENCE: S 72°00'39" E, along and with the south line of said Watson Road, a distance of 365.51 feet to a TXDOT concrete monument with brass cap;

THENCE: S 18°57'11" E, along and with the south line of said Watson Road, a distance of 120.20 feet to the POINT OF BEGINNING and containing 99.95 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 1, 2007
REVISED: January 11, 2008, January 23, 2008, January 24, 2008
JOB No.: 9006-07
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G.E. Buchanan
02/01/2007

**PAPE-DAWSON
ENGINEERS**



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

TRACT 3

A 37.37 acre, or 1,627,851 square foot more or less, tract of land being out of a portion of a called 40 acre tract recorded in Volume 7233, Pages 705-707 of the Deed Records of Bexar County, Texas, out of the Cruz Landin Survey No. 46, Abstract 421, County Block 4898. Said 37.37 acre tract being more fully described as follows, with the basis of bearing derived from the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone and on the west right of way line of State Highway 16, a variable width right of way:

BEGINNING: At a found ½" iron rod, the northwest corner of said called 40 acre tract, a northeast corner of a called 99.00 acre tract recorded in Volume 10571, Pages 1809-1810 of the Official Public Records of Real Property of Bexar County, Texas and a point in the south right of way line of Watson Road, a variable width right of way:

THENCE: S 78°47'58" E, along and with the north line of said called 40 acre tract and the south right of way line of said Watson Road, a distance of 546.69 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a northeast corner of said called 40 acre tract, the northwest corner of a called 2.00 acre tract recorded in Volume 11107, Pages 7-8 of the Official Public Records of Real Property of Bexar County, Texas and a point in the south right of way line of said Watson Road;

THENCE: S 00°07'31" W, departing the south right of way line of said Watson Road, along and with an east line of said called 40 acre tract and the west line of said called 2.00 acre tract, a distance of 298.89 feet to a found ½" iron rod, a northwest reentrant corner of said called 40 acre tract and the southwest corner of said called 2.00 acre tract;

THENCE: S 80°52'29" E, along and with a north line of said called 40 acre tract and the south line of said called 2.00 acre tract, a distance of 295.19 feet to a found ½" iron rod, a northeast reentrant corner of said called 40 acre tract and the southeast corner of said called 2.00 acre tract;

SAN ANTONIO / AUSTIN
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555 East Ramsey San Antonio, Texas 78216 P 210.375.9000 F 210.375.9010

THENCE: N 00°07'31" E, along and with a west line of said called 40 acre tract and the east line of said called 2.00 acre tract, a distance of 298.89 feet to a set ½" iron rod with yellow cap marked "Pape Dawson", a north corner of said called 40 acre tract, the northeast corner of said called 2.00 acre tract and a point in the south right of way line of said Watson Road;

THENCE: S 80°50'30" E, along and with the north line of said called 40 acre tract and the south right of way line of said Watson Road, a distance of 279.85 feet to a found ½" iron rod;

THENCE: S 00°08'03" E, departing the south right of way line of said Watson Road, along and with the east line of said called 40 acre tract and a west line of a called 314.189 acre tract recorded in Volume 9950, Pages 1763-1766 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 393.47 feet to a found ½" iron rod, a northwest corner of said called 314.189 acre tract and a southeast corner of said called 40 acre tract;

THENCE: N 81°58'43" W, along and with a north line of said called 314.189 acre tract and a south line of said called 40 acre tract, a distance of 325.91 feet to a found ½" iron rod a southeast corner of said called 40 acre tract and a southeast reentrant corner of said called 314.189 acre tract;

THENCE: S 00°04'31" W, along and with the east line of said called 40 acre tract and a west line of the said called 319.14 acre tract, a distance of 1622.22 feet to a found ½" iron rod, the southeast corner of said called 40 acre tract and a northwest corner of said called 314.189 acre tract;

THENCE: N 81°03'18" W, along and with a north line of said called 314.189 acre tract and the south line of said called 40 acre tract, a distance of 790.28 feet to a found ½" iron rod, the southwest corner of said called 40 acre tract, a northwest corner of said called 314.189 acre tract and a point in the east line of the aforementioned 99.00 acre tract;



THENCE: N 00°00'58" E, along and with the west line of said called 40 acre tract and the east line of said called 99.00 acre tract, a distance of 2044.88 feet to the POINT OF BEGINNING and containing 37.37 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: February 16, 2007
REVISED: January 11, 2008, January 23, 2008
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G.E. Buchanan
02/16/2007

P **PAPE-DAWSON**
ENGINEERS

EXHIBIT "B"
SOUTH LAKE SITE PLAN

DRAFT

EXHIBIT “C”
REGULATORY PLAN

DRAFT



SOUTHSIDE INITIATIVE
REGULATORY PLAN
FOR
SOUTHSIDE STUDY AREA "1"



Southside Study Area 1
Regulatory Plan

Area Description

The area proposed to be annexed for limited purposes covers approximately 8,358 acres generally extending from the south side of the existing City Limits near Loop 410 between IH-35 and State Highway 16 to about 1,350 feet south of the Medina River centerline as defined by the Texas Department of Transportation.

Comprising the predominant use, approximately 82 percent of the study area is agricultural land. The remainder of the study area includes a range of land uses. Undeveloped or underdeveloped lands comprise about 8 percent of the study area. Approximately 5 percent of the area currently is in residential use. Commercial uses comprise about 4 percent of the land area. Public or institutional uses comprise the remaining area.

The area's population is estimated at approximately 678 residents and contains about 185 dwelling units.

Regulatory Plan for Southside Limited Purpose Annexation Area #1

Development Regulations

The following planning, zoning, health and safety ordinances will be enforced in the area if annexed for limited purposes:

- Building Code (Chapter 6 of the Municipal Code)
- Electricity Code (Chapter 10 of the Municipal Code)
- Fire Prevention Code (Articles III and IV of Chapter 11 of the Municipal Code)
- Solid Waste Code specifically pertaining to Lot Clearance (Article V of Chapter 14 of the Municipal Code)
- Licenses and Business Regulations specifically pertaining to Salvage Yards and Auto Dismantlers (Article VII of Chapter 16 of the Municipal Code)
- Plumbing Code (Chapter 24 of the Municipal Code)
- Signs and Billboards (Chapter 28 of the Municipal Code)
- Water and Sewers (Chapter 34 of the Municipal Code)
- Unified Development Code (Chapter 35 of the Municipal Code) including, but not limited to, all zoning regulations

and all subsequent amendments, replacement ordinances, and related technical and illustrative manuals to these ordinances. The City has used its best efforts to provide accurate references to the Municipal Code sections in which the ordinances described above are codified. In the event that a portion of the Municipal Code listed above contains a reference to a portion of the Municipal Code or another City Ordinance that

is not listed above then, to the extent necessary to either provide meaning to or to carry out the meaning of the listed portions, the referenced portions of the Municipal Code or other City Ordinances shall also apply. Any failure to list all relevant Municipal Code references is inadvertent and will not affect enforcement of the ordinances by the City.

The adopted regulatory plan must be the same as the proposed regulatory plan unless the San Antonio City Council finds and states in the ordinance the reasons for adoption of a different regulatory plan. The San Antonio City Council by ordinance may change an adopted regulatory plan if, in the ordinance making the change, the City Council finds and states the reasons for the adoption of the change.

Changes:

The following changes to the regulatory plan for limited purpose annexation are recommended as a result of the public hearings and public meetings with property owners of the affected area:

- **Fences:**

Property owners will be allowed to erect, maintain and repair traditional barbed wire or electric fences used in conjunction with agricultural, farming or ranching operations. (The following sections of the City Code shall not apply: Sec. 6-2b, Barbed wire fences and Sec. 10-93 d, electrified fences)

- **Non-Conforming Rights:**

To establish nonconforming rights for zoning, property owners with existing land uses are encouraged to register within one year of the annexation date with the Development Services Department. A Certificate of Occupancy will be issued certifying only those uses required by applicable City and State Codes. Unless exempted by Chapter 43 of the Texas Local Government Code, nonconforming rights to allow future construction or the development of a master plan must be filed within 60 days of annexation, with the Department of Planning in accordance with the Unified Development Code (UDC). There are no fees associated with registration of existing non-conforming uses.

The following regulations are added to apply and enforce the Fire Prevention Code:

- Fire Prevention Code (Articles I and II of Chapter 11 of the Municipal Code)

Future Full Purpose Annexation

The area will be included within the City's full purpose jurisdiction within three years of the effective date of the limited purpose annexation ordinance unless the date for full purpose annexation is postponed by written agreement between the City and a majority of the affected landowners.

[RECORDING PAGE - 16]

SECOND AMENDMENT AND RESTATED AGREEMENT TO EXTEND LIMITED PURPOSE ANNEXATION
AND TO EXTEND THE DATE FOR FULL PURPOSE ANNEXATION BY AND BETWEEN
PRESTO TIERRA, LTD. AND PRESTO COMMERCIAL #2, LLC ("OWNERS"), BOTH IN THEIR OWN NAME
AND AS SUCCESSOR IN INTEREST TO CROSSWINDS AT SOUTH LAKE, L.P.

AND

THE CITY OF SAN ANTONIO ("CITY")

Any provision herein which restricts the sale, or use of the described real
property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this instrument was FILED in File Number Sequence on
this date and at the time stamped hereon by me and was duly RECORDED
in the Official Public Record of Real Property of Bexar County, Texas on:

JUL 14 2011



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110123013 Fees: \$76.00
07/14/2011 4:30PM # Pages 16
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

AFTER RECORDING RETURN TO:

Office of the City Attorney

City of San Antonio

P.O. Box 839966

San Antonio, Texas 78283-966

Attn: _____

DRAFT