

**SECOND AMENDMENT TO
AGREEMENT FOR SERVICES IN LIEU OF ANNEXATION
BETWEEN THE CITY OF SAN ANTONIO
AND
CUMBERLAND POTRANCO JOINT VENTURE, CUMBERLAND 211, LTD.,
NAVIGATORS STEVENS RANCH, L.P., KD CIRI I, L.L.C., CIRI LAND
DEVELOPMENT COMPANY, AND CUMBERLAND 90, LTD.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Second Amendment (“Second Amendment”) to the Agreement For Services in Lieu of Annexation (“Agreement”), is entered into by and between the City of San Antonio, a Texas home-rule municipality, (“City”), and Cumberland 211, Ltd., Cumberland 211 North, Ltd., Potranco 211 Land Partners, Ltd., Dorothy Doss 2002 Grantor Trust No. 1, Potranco 2013 Land, Ltd., Cumberland Pod 1 Stevens Residential, Ltd., Cumberland 90, Ltd., Cumberland Potranco Joint Venture, and Ladera I, LLC, (“Owners”), pursuant to Ordinance No. _____ passed and approved on the 1st day of March, 2018. Owners are the signatories, or the successor in interest to the signatories, of the Agreement.

WHEREAS, the Owners own a portion of approximately 3,576 acres (“Property”) generally located in far west Bexar County, Texas and within the City’s Extraterritorial Jurisdiction (“ETJ”), generally along State Highway 211, north of Highway 90; and

WHEREAS, the Owners petitioned Bexar County (“County”) to create, and on August 30, 2007, the County did create, a Public Improvement District (“PID”), named the Westside 211 Special Improvement District, under Chapter 372, Subchapter C, of the Texas Local Government Code (currently codified as Chapter 382) for the purposes of financing the costs of public improvements within the Property; and

WHEREAS, the County required the Owners to enter into a non-annexation agreement with the City as part of the PID creation process; and

WHEREAS, the City and Owners (collectively, the “Parties”) entered into the Agreement to provide for the provision of services to the Property and the funding of services to the Property in lieu of annexation, to establish permissible land uses, to require compliance with certain municipal ordinances in lieu of annexation, and to consent to annexation of the Property upon the termination of this Agreement, authorized by Ordinance Number 2007-0920-1026 passed and approved on the 20th day of September, 2007; and

WHEREAS, on December 13, 2013 the City, as authorized by Ordinance Number 2013-12-05-0877, approved a First Amendment to the Agreement (“First Amendment”) which extended the term of the Agreement through December 30, 2042; and

WHEREAS, the Parties now desire to amend the Agreement and First Amendment to further extend the Agreement term an additional ten (10) years.

NOW THEREFORE, in consideration of the terms and conditions described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owners agree as follows:

1. Amendment to Section 1.2 of the Agreement. Section 1.2 of the Agreement is amended and restated in its entirety to read:

1.2 Term. For the consideration above, and subject to the terms and conditions of this Agreement, the City agrees to continue the extraterritorial status of the Property and defer annexation of the Property until December 31, 2052, in accordance with the provisions of Section 43.0563 of the Texas Local Government Code.

2. Amendment to Section 1.3.1 of the Agreement. Section 1.3.1 of the Agreement is amended and restated in its entirety to read:

1.3.1. Voluntary petition for annexation. The Owners hereby agree that this Agreement 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 43.0671 of the Texas Local Government Code on or after December 31, 2052. The City is not obligated to annex the Property for full purposes on December 31, 2052 or at any other 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 provided by this Consent, 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.

3. Change of Addresses. In Section 4.9 of the Agreement, the address of each party shall be inserted as follows:

Cumberland 211, Ltd.
c/o Fieldco, LLC
100 Crescent Court, Suite 210
Dallas, TX 75201

Cumberland 211 North, Ltd.
c/o Fieldco, LLC
100 Crescent Court, Suite 210
Dallas, TX 75201

Potranco 211 Land Partners, Ltd.
c/o Fieldco, LLC
100 Crescent Court, Suite 210
Dallas, TX 75201

Dorothy Doss 2002 Grantor Trust No. 1
c/o Fieldco, LLC
100 Crescent Court, Suite 210
Dallas, TX 75201

Potranco 2013 Land, Ltd.
c/o Fieldco, LLC
100 Crescent Court, Suite 210
Dallas, TX 75201

Cumberland Pod 1 Stevens Residential, Ltd.
c/o Fieldco, LLC
100 Crescent Court, Suite 210
Dallas, TX 75201

Cumberland 90, Ltd.
c/o Fieldco, LLC
100 Crescent Court, Suite 210
Dallas, TX 75201

Ladera I, LLC
Attn.: David Pfeiffer, President
2525 C Street, Suite 500
Anchorage, AK 99503

Cumberland Potranco Joint Venture
c/o Weingarten Realty Investors
2600 Citadel Plaza Drive, Suite 125
Houston, TX 77008

4. Ratification. Except as provided by this Second Amendment, the Agreement and First Amendment are ratified and confirmed, and remain in full force and effect. No party to the Agreement is in material default of any provision of the Agreement or First Amendment as of the effective date hereof. All other terms, conditions, covenants and provisions of the Agreement and the First Amendment, not specifically mentioned herein and revised by this Second Amendment, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Agreement (as amended), and any renewals thereof.

[Signature Pages to Follow]

This Second Amendment to the Agreement For Services in Lieu of Annexation is **EXECUTED** as of the dates set forth beneath the signatures of each party below, to be effective, however, as of the date first set forth above.

**City of San Antonio,
a Texas municipal corporation**

By: _____
Name: Sheryl Sculley
Title: City Manager
Date:

The State of Texas
County of Bexar

This instrument was acknowledged before me on _____, 2018, by _____, City Manager
of the City of San Antonio, Texas, a Municipal Corporation.

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

Attest:

By: _____
Name: Leticia M. Vacek
Title: City Clerk
Date: _____

Approved as to Form:

By: _____
Title: City Attorney
Date: _____

CUMBERLAND 211, LTD.
a Texas limited partnership

By: Cumberland 211 GP, LLC
a Texas limited liability company
its general partner

By: _____
George A. Field, III
Manager

The State of Texas

County of Dallas

This instrument was acknowledged before me on _____, 2018, by George A Field, III, Manager, Cumberland 211 GP, LLC, a Texas limited liability company, general partner of Cumberland 211, Ltd., a Texas limited partnership, property owner within the District.

Notary Public, State of Texas

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

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POTRANCO 211 LAND PARTNERS, LTD.
a Texas limited partnership

By: Potranco 211 Land Partners GP, LLC
a Texas limited liability company
its General Partner

By: _____
George A. Field, III
Manager

The State of Texas

County of Dallas

This instrument was acknowledged before me on _____, 2018, by George A Field, III, Manager, Potranco 211 Land Partners GP, LLC, a Texas limited liability company, general partner of Potranco 211 Land Partners, Ltd., a Texas limited partnership, property owner within the District.

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

**DOROTHY DOSS 2002 GRANTOR TRUST
NO. 1**

By: FIELDCO, LLC,
A Texas limited liability company
Its managing agent

By: _____
George A. Field III, Manager

The State of Texas

County of Dallas

This instrument was acknowledged before me on _____, 2018, by George A Field, III, Manager, Fieldco, LLC, a Texas limited liability company, managing agent of Dorothy Doss 2002 Grantor Trust No. 1, property owner within the District.

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

POTRANCO 2013 LAND, LTD.
a Texas limited partnership

By: Potranco 2013 Land GP, LLC
a Texas limited liability company
its General Partner

By: _____
George A. Field, III
Manager

The State of Texas

County of Dallas

This instrument was acknowledged before me on _____, 2018, by George A Field, III, Manager, Potranco 2013 Land GP, LLC, a Texas limited liability company, general partner of Potranco 2013 Land, Ltd., a Texas limited partnership, property owner within the District.

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

**CUMBERLAND POD 1 STEVENS RESIDENTIAL,
LTD.**

a Texas limited partnership

By: Cumberland Pod 1 Stevens Residential GP, LLC
a Texas limited liability company
its general partner

By: _____
George A. Field, III
Manager

The State of Texas

County of Dallas

This instrument was acknowledged before me on _____, 2018, by George A Field, III, Manager, Cumberland Pod 1 Stevens Residential GP, LLC, a Texas limited liability company, general partner of Cumberland POD 1 Stevens Residential, Ltd., a Texas limited partnership, property owner within the District.

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

CUMBERLAND 90, LTD.
a Texas limited partnership

By: Cumberland 90 GP, LLC
a Texas limited liability company
its general partner

By: _____
George A. Field, III
Manager

The State of Texas

County of Dallas

This instrument was acknowledged before me on _____, 2018, by George A Field, III, Manager, Cumberland 90 GP, LLC, a Texas limited liability company, general partner of Cumberland 90, Ltd., a Texas limited partnership, property owner within the District.

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

CUMBERLAND POTRANCO JOINT VENTURE
a Texas joint venture

By: WRI Cumberland, LP, a Texas limited partnership,
its Manager,

By: WRI Cumberland GP, LLC, a Texas limited liability
company, its General Partner

By: Weingarten Realty Investors, its Manager

By: _____
Name: Steven C. Richter
Title: Executive Vice President
Date: _____

The State of Texas

County of Harris

This instrument was acknowledged before me on _____, 2018, by Steven C. Richter, Executive Vice President, Weingarten Realty Investors, Member of WRI Cumberland GP, LLC, a Texas limited liability company, General Partner of WRI Cumberland, LP, a Texas limited partnership, Manager of Cumberland Potranco Joint Venture, a Texas joint venture, property owner within the District.

Notary Public, State of Texas
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.

LADERA I, LLC
a Texas limited liability company

By: _____
David Pfeiffer, President

The State of Alaska

County of _____

This instrument was acknowledged before me on _____, 2018, by David Pfeiffer, President, Ladera I, LLC, property owner within the District.

Notary Public, State of Alaska
(PERSONALIZED
SEAL)

(Print name of Notary Public here)

My commission expires the _____ day of _____, _____.