

## **THE SUMMIT AT REDBIRD RANCH DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”) is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation within Bexar County, Texas (hereinafter, referred to as “City”), and **Red Bird Legacy Ranch, LP**, a Texas limited partnership (hereinafter, referred to as “Owner”) to be effective on \_\_\_\_\_, 2019 (the “Effective Date”). The City and Owner, collectively, hereinafter, referred to as “Parties” or in the singular as “Party.”

### **RECITALS**

**Whereas**, Owner submitted a petition to City, on February 13, 2019, for consent to create up to two (2) special districts, specifically for the creation of up to two (2) Fresh Water Supply Districts (“FWSD”) to be converted to Water Control and Improvement Districts (“WCID”), pursuant to Article XVI Section 59 of the Texas Constitution and applicable chapters of the Texas Water Code including Chapters 49, 51, and 53 (collectively, the “Districts,” or in the singular as “District”); and

**Whereas**, the District or Districts may consist of any portion or all of the “District Property,” which is approximately 1,019.6 acres, generally located at the northwest intersection of the proposed new improvements of State Highway 211 and Potranco Road, which may traverse Medina and Bexar Counties, and will be wholly located in the City’s extraterritorial jurisdiction (“ETJ”), said District Property being more particularly described in the field notes and map attached hereto as **Exhibits “A” and “B”**, which are incorporated herein for all purposes; and

**Whereas**, the District Property may be included in and divided between the Districts in any configuration as needed for the Districts and the development of the District Property; and

**Whereas**, the Parties acknowledge that the map and master development plan (“MDP”) attached as exhibits to this Agreement are preliminary in nature and are subject to change as planning for the Project develops, but that any such changes to the MDP must be in accordance with the City’s Unified Development Code; and

**Whereas**, Owner intends to develop the District Property for a master-planned, mixed-use community; and

**Whereas**, City wishes to provide for the orderly and safe development of the District Property and the Parties agree that the development of the District Property can best proceed pursuant to a development agreement. The Parties further acknowledge that this Agreement will

apply to all of the District Property notwithstanding how it may be divided among the Districts; and

**Whereas**, the Parties desire to enter into this Agreement pursuant to Section 212.172 of the Texas Local Government Code to reflect that, in consideration of Owner's agreement to abide by and comply with the terms of this Agreement, City will agree to consent to the establishment of the Districts within the City's ETJ and the inclusion of the District Property in the Districts.

**Whereas**, it is the Parties' intent that the Districts will each enter into a Strategic Partnership Agreement with the City which will govern terms of both limited and full purpose annexation as well as sales and use tax to be imposed by City, a percentage of which will be shared with each District according to the terms of the applicable Strategic Partnership Agreement.

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

## **I. DEFINITIONS**

1.1 The terms "City," "District," "Districts," "District Property," "Effective Date," "ETJ," "FWSD," "Owner," and "WCID" have the meanings set forth above.

1.2 "Agreement" shall mean this development agreement executed by the Parties, along with all exhibits attached hereto, which may be amended from time to time pursuant to the provisions contained herein.

1.3 "Code" shall mean the Texas Local Government Code, as may be amended from time to time.

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

1.5 "Master Development Plan" ("MDP") shall mean the proposed plan(s) of development for any portion of the District Property as approved by the City in accordance with the Unified Development Code and Section 3.2 of this Agreement.

1.6 "Project" shall have the meaning specified in Section 3.1 of this Agreement.

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

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

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

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

1.10 “Unified Development Code” (“UDC”) shall mean Chapter 35 of the City’s Code of Ordinances, as amended from time to time.

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

## **II. REPRESENTATIONS**

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

2.2 Owner represents to City that it is the owner of the District Property and has the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

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

2.4 Owner acknowledges that in no event shall any debt obligation of the Districts be deemed to be a debt obligation of the City.

## **III. THE PROJECT**

3.1 Project. The Project consists of certain proposed public improvements and infrastructure for the development of a mixed-use community, including, but not limited to, the Onsite and Offsite public infrastructure for the District Property, as further illustrated on **Exhibit “B”**, and as amended and necessary to support the MDP and revisions thereto pursuant to

Section 3.2 below.

3.2 The MDP for the District Property (or any portion thereof) may be amended from time to time in accordance with the provisions of the UDC.

#### IV. DEVELOPMENT STANDARDS

4.1 The Owner agrees to impose certain development standards on the District Property as follows:

- A. Major Thoroughfare: As per the City's UDC, and subject to the provisions herein, the Owner may design/construct Onsite Galm Road (and Offsite Galm Road, only if required by the City's UDC and/or Medina County), as a Secondary Arterial Type A right-of-way, in its general location as shown on the City's Major Thoroughfare Plan ("MTP") and existing MDP (and any subsequent MDP amendments thereto in accordance with Section 3.2 and/or any subsequent MTP amendments); the existing MDP for the District Property is attached hereto as **Exhibit "C"** and incorporated herein for all purposes. Such major thoroughfare may be constructed in conjunction with the development of the property adjacent to such thoroughfare. Also, subject to alignment changes, the Owner may design/construct the Onsite collector roadways in their general location and configuration as shown on the existing MDP attached hereto as **Exhibit "C."** The Owner reserves the right to re-configure, or cause the reconfiguration of, the Onsite collector roadway alignments as necessary to develop the District Property, which will be administered through an MDP amendment(s) in accordance with Section 3.2 and/or through the City's process for amending the MDP, as applicable.
- B. Pedestrian Facilities: All major thoroughfares, collector streets, and arterial streets, within the District Property, are to be designed/constructed with pedestrian facilities (e.g. bike lanes, multi-use paths, large-width sidewalks) in accordance with the requirements of the UDC as they exist on the Effective Date, except for areas for which the Owner has made a major change as defined by the UDC.
- C. 2010 Tree Ordinance: The requirements of the City's 2010 Tree Ordinance will apply to the development of the District Property except for in the case of dormancy and/or areas with a major change as defined by the UDC.
- D. 2018 Military Lighting Overlay District Standards: The requirements of the City's 2018 "MLOD-2" Military Lighting Overlay District standards will apply to the development of the District Property.

- E. Connectivity: Single-family subdivisions, with more than 125 lots, developed within the District Property, are to be developed with a connectivity ratio of at least 1:3.
- F. Affordable Single-Family Housing Goal: The Owner will strive to provide at least 10% of the total single-family homes, constructed within the District Property, for sale at a price that is affordable for those whose income is within 80%-120% of the Average Median Income (AMI) for a household size of 4. While this is a stated goal, failure of the Owner to meet such goal shall not constitute grounds for "Default" (as defined herein) of this Agreement.
- G. ETJ Regulations: Except as otherwise provided herein, Owner agrees to comply with all municipal rules, regulations, orders, ordinances and other local laws applicable to properties within the City's ETJ, during all phases of development and construction of the District Property during the term of this Agreement.
- H. Chapter 245 Permit: Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that, in accordance with Section 212.172(g) of the Texas Local Government Code, this Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code.

## V. CONSIDERATION

5.1 In consideration of Owner's agreement to abide by and comply with the terms of this Agreement, City agrees to consent to the establishment of each District within the City's ETJ, the allocation or inclusion of any portion or all of the District Property in such Districts.

5.2 Non-annexation. The Parties agree that in exchange for Owner's agreement to comply with the terms of this Agreement for the entire term of the Agreement, City will continue the ETJ status of the District Property and defer annexation of each District and the District Property for the term of this Agreement, except as provided for in any applicable Strategic Partnership Agreement entered into between the City and the Districts.

5.3 Nothing in this section shall constitute a requirement that the City annex the District Property at the end of the term of this agreement. City retains the right to determine in its sole discretion whether to annex the District Property.

5.4 District Creation and Strategic Partnership Agreement:

A. Notice to Purchasers; Notice of Annexation. Upon creation of a District, the Owner shall file a notice in the Real Property Records of the county or counties the District is

located in, stating that the property is located within a District and that the City may annex the District in accordance with the procedures provided by state law and as further described in the form of such notice attached hereto as **Exhibit “D”** and incorporated herein for all purposes.

B. Annexation of Land by District. The District (or Districts) may not include additional land outside the boundaries of the District Property without the written consent of the City. However, this Agreement shall indicate the consent of the City for a District to annex or exclude land that is part of the District Property into or out of the District in order to further the Owner’s development goals.

C. Subject to additional negotiations between the Districts and the City, Owner shall use its reasonable efforts to obtain the execution and adoption of a Strategic Partnership Agreement (“SPA”) in substantially the form attached hereto as **Exhibit “E,”** by each Board of Directors of each WCID created over any portion of the District Property, within one-hundred and eighty (180) calendar days after the effective date of the conversion of the FWSD to such WCID. Said SPA(s) shall operate to govern terms of both limited and full purpose annexation as well as sales and use tax to be imposed by City, a percentage of which will be shared with each District according to the terms of the applicable Strategic Partnership Agreement; however, in the event an SPA is not entered into by the Districts and the City, this Agreement and the provisions governing annexation herein shall remain in full force and effect.

D. Voluntary petition for annexation. This Section 5.4 applies only at the end of the term or upon default of this Agreement by the Owner under Article VI. In no case shall Owner’s failure to create the District as contemplated herein, be deemed a default of this Agreement for purposes of this Article VI. If the City elects to annex the District Property, said election shall not apply to, or be deemed to be incorporated into, a strategic partnership agreement binding the Parties to this Agreement, and/or the Districts and that governs full or limited purpose annexation for revenue sharing purposes.

E. The Parties agree that this Agreement constitutes a voluntary petition by Owner to the City for annexation of the District Property for full purposes as provided by state and local law which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 5.2 above, the City may exercise its right to annex the District Property in its sole discretion at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the District Property for full or limited purposes at any time.

F. Owner agrees that this voluntary petition may not be revoked and is intended to be and shall be binding upon the Owner as well as his successors and assigns in ownership of any right, title or interest in and to the District Property or any part thereof.

G. The Parties agree that the Ordinance adopted by the City of San Antonio City Council approving this Agreement shall not constitute an ordinance annexing the District Property under Subchapter C-3 of the Code and that a separate ordinance must be adopted by the City Council annexing the District Property at the time the City decides to annex the District Property at the end of the term of this Agreement or upon default of this Agreement by the Owner pursuant to Articles VI and VII of this Agreement.

H. Waiver. To the extent authorized by state and local laws, the Parties agree that the City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Code that are required when annexing property under that subchapter. Owner agrees that the Owner shall not oppose any action taken by the City to annex the Annexation Area under this Agreement or under Subchapter C-3 of Chapter 43 of the Code.

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

J.G. If City annexes pursuant to this Section 5.4, then the Service Agreement attached hereto as **Exhibit F**, and incorporated herein for all purposes, shall constitute a Written Agreement Regarding Services under section 43.0672 of the Code. For purposes of Exhibit F, all references to "Annexation Area" shall mean the District Property.

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

"This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 5.4 of the Development Agreement, executed on \_\_\_\_\_ 2019, and recorded in the deed records of Bexar County under Bexar County Document No. \_\_\_\_\_ and recorded in the deed records of Medina County under Medina County Document No. \_\_\_\_\_ which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein and subject to any applicable Strategic Partnership Agreement covering the such property. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent

and agreement.

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

## **VI. DEFAULT**

6.1 Subject to Sections 6.2, 6.3 and 11.2, a Party shall be declared in "Default" if a material breach occurs of any covenant, obligation, or provision of this Agreement.

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

6.3 The duties of a Party to observe or perform any of the provisions of this Agreement, on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay, or stoppage due to causes beyond the control of the applicable Party, including reason of strikes, civil riots, war, invasion, fire or other casualty, or Acts of God.

## **VII. REMEDIES**

7.1 Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance.



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

7.3 The Parties hereto expressly agree that, in the event of litigation between the Parties, the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing Party.

## **VIII. NON-WAIVER**

8.1 Subject to Section 5.4 D, no course of dealing on the part of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

## **IX. ASSIGNMENT**

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

9.2 This Agreement (including the duties, rights and obligations set forth herein) may be assigned, in whole or in part, by Owner without the prior written consent of City to the following: (1) other entities controlling, controlled by, or under common control with Owner; (2) subsequent owner(s) of any portion of the District Property through the purchase of such property; and (3) lenders. Any other assignments of this Agreement may not be assigned by Owner without the prior written consent of City, and subject to approval by the City Council, as evidenced by passage of an ordinance.

## **X. ENTIRE AGREEMENT**

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

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

## **XI. AMENDMENTS AND TERMINATION**

11.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be only by amendment, in writing,

executed by the City and the owner of the portion of the District Property affected by such amendment, which amendment shall be subject to approval by the City Council, as evidenced by passage of an ordinance. Notwithstanding any provision herein to the contrary, in the event that at least one District is not created within twenty four (24) months from the Effective Date this Agreement (and all rights and obligations hereunder) shall automatically terminate without any further actions required from either Party. Conversely, if at least one District is created within twenty four (24) months from the Effective Date, this Agreement shall remain in full force and effect for its full term, unless terminated in accordance with Articles VI and VII above. Additionally, the Parties approve the SPA, as attached in substantial form as Exhibit "E," and the City agrees to use reasonable efforts to approve each SPA after it has been submitted by the applicable District if the Parties successfully negotiate and agree to the material terms of the SPA.

11.2 If within 24 months at least one District has not been created, the City's consent under this Agreement is withdrawn for the creation of the Districts requested in Owner's Petition for the City's consent and this agreement shall automatically terminate (and no cure period as provided in Section 6.2 above shall apply).

## **XII. SEVERABILITY**

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

## **XIII. INDEPENDENT CONTRACTORS**

13.1 Owner covenants and agree that it is an independent contractor and is not an officer, agent servant or employee of the City; that Owner shall have exclusive control of and exclusive rights to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of each party's officers, agents, employees, contractors, subcontractors and consultants, except as where the City may enforce the provisions of the City's Code of Ordinances; that the doctrine of "respondeat superior" shall not apply as between the City and Owner, all officers, agents, employees, contractors, subcontractors and consultants of Owner, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the City and Owner. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance by Owner under this Agreement and that the Owner have no authority to bind the

City.

#### **XIV. LEGAL AUTHORITY**

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

#### **XV. VENUE AND GOVERNING LAW**

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

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

#### **XVI. PARTIES' REPRESENTATIONS**

16.1 Notwithstanding any provision of this Agreement to the contrary, the Parties hereby recognize and agree that nothing contained in this Agreement shall be deemed or construed to require Owner to establish the Districts as contemplated herein, it being the intent, but not the obligation of Owner to so establish the Districts, and that in the event Owner does not establish the Districts as contemplated herein, the City may terminate this Agreement and withdraw its consent to the creation of the Districts.

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

#### **XVII. NOTICE**

17.1 All notices, demands or other communications given in connection with or required under this Agreement must be in writing and delivered to the person to whom it is directed and may be given by (a) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in clauses (a), (c) or (d), in which case notice shall be deemed delivered on the date of transmittal of the email with PDF attachment, (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery, or (d) United States certified mail, return receipt requested, postage prepaid, addressed to the addressee, in which case notice shall be deemed delivered three business after deposit of such notice, postage prepaid, in a mailbox under the care, custody or control of the United States

Postal Service. All notices, demands and other communications shall be given to the Parties at the addresses set forth below, or at any other addresses that they have theretofore specified by written notice delivered in accordance herewith:

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

**Owner:** Red Bird Legacy Ranch, LP  
Attn: Harry Ben Adams IV  
755 East Mulberry, Suite 600  
San Antonio, Texas 78212

**With copies to:** Brown & Ortiz, P.C.  
Attention: Ken Brown  
112 E. Pecan Street, Suite 1360  
San Antonio, Texas 78205

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

#### **XVIII. CAPTIONS**

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

#### **XIX. BINDING**

19.1 This Agreement shall run with the land and shall be binding upon the Parties, their heirs, successors, and assigns.

#### **XX. UNINTENDED OMISSION**

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

## **XXI. COUNTERPARTS**

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

## **XXII. RECORDATION**

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

## **XXIII. TERM**

23.1 The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date, unless otherwise provided herein. 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.

*Signatures on the Following Pages*

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

**CITY:**

**CITY OF SAN ANTONIO, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

**ATTEST/SEAL:**

Title: City Clerk

By: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

**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 \_\_\_\_\_, 2019 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**, Parties hereto have executed this Agreement to be effective as of the Effective Date.

**OWNER:**

**RED BIRD LEGACY RANCH, LP**, a Texas limited partnership

By: **RED BIRD LEGACY RANCH GP, LLC**, a Texas limited liability company, as General Partner

By: \_\_\_\_\_

Name: Steve L. Cummings

Title: Manager

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Steve L. Cummings, Manager of Red Bird Legacy Ranch GP, LLC, a Texas limited liability company, General Partner of Red Bird Legacy Ranch, LP, a Texas limited partnership, on behalf of said limited partnership.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires: \_\_\_\_\_

DRAFT



EXHIBIT A

**FIELD NOTES OF THE DISTRICT PROPERTY**

DRAFT

(Property Description)

**TRACT 1:**

A 988.6 acre tract, or 43,063,959 square foot more or less, tract of land being out of the remainder of a 1518.164 acre tract conveyed to Redbird Ranch, Ltd. in Special Warranty Deed with Vendor's Lien recorded in Volume 6636, Pages 753-760 of the Official Public Records of Real Property of Bexar County, Texas, out of the Lewis Braun Survey No. 34½, Abstract 1277, County Block 4380, the C.C.S.D. & R.G.N.G. RR Survey No. 207, Abstract 887, County Block 4381, the Juana Delgado Survey No. 37½, Abstract 1283, County Block 4374, the R. Carasco Survey No. 101, Abstract 1195, County Block 4376, the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, and the Ed De Montel Survey No. 34¾, Abstract 1264, in Medina and Bexar Counties, Texas. Said 988.6 acre tract being more fully described as follows, with the basis of bearing being the north line of the 1518.164 acre tract as found monumented on the ground, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

**BEGINNING:** At a found 1/2" iron rod with yellow cap marked "Pape-Dawson", on the east right-of-way line of Wurzbach Road, a County Road of Medina County, a nominal 40-foot right-of-way, the northwest corner of a 372.997 acre tract recorded in Volume 11302, Pages 1194-1204 of the Official Public Records of Real Property of Bexar County, Texas, for the southwest corner of the remaining 1518.164 and the southwest corner of this tract;

**THENCE:** Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 01°31'22" W, a distance of 3354.69 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

N 49°20'14"E, a distance of 1068.41 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of a 20.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006 and an angle point in the west line of this tract,

**THENCE:** Departing the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract, across the 1518.164 acre tract, with the south, east and north line of the 20.00 acre tract and the west line of this tract the following calls and distances;

S 71°32'20" E, a distance of 976.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of the 20.00 acre tract,

N 02°52'27"E, a distance of 148.47 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northwesterly, with the arc of a curve to the right, said curve having a radius of 3043.00 feet, a central angle of 05°41'29", a chord bearing and distance of N 00°01'42" W, 302.14 feet, for a arc length of 302.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northwesterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'48", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

N 86°05'46"W, a distance of 18.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

N 03°54'14"E, a distance of 86.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

S 86°05'46"E, a distance of 18.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northeasterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'47", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northeasterly, with the arc of a curve to the right, said curve having a radius of 3043.00 feet, a central angle of 07°35'41", a chord bearing and distance of N 08°47'17" E, 403.07 feet, for a arc length of 403.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northeast corner of the 20.00 acre tract,

N 71°32'20"W, a distance of 940.06 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 20.00 acre tract and the northeast corner of a 5.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006,

THENCE: Continuing across the 1518.164 acre tract, with the north and west line of the 5.00 acre tract and the west line of this tract the following calls and distances;

N 68°03'53"W, a distance of 540.98 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 5.00 acre tract,

S 04°07'55"E, a distance of 570.35 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of the 5.00 acre tract and a reentrant corner of this tract,

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 71°32'22" W, a distance of 2166.99 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 54°28'10" W, a distance of 15.97 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 29°44'39" W, a distance of 1751.74 feet to a found 1/2" iron rod;

THENCE: Departing Wurzbach Road, with the west line of the 1518.164 acre tract, the south and east line of a 100 acre tract described in Volume 188, Page 436 of the Medina County Records and a north and west line of this tract;

S 89°59'08" E, a distance of 659.39 feet to a found 1/2" iron rod;

N 04°03'45" W, a distance of 3457.67 feet to a found pk nail, in the south line of a 578.001 acre tract recorded in Volume 11424, Pages 190-200 of the Official Public Records of Real Property of Bexar County, Texas, for the northwest corner of the 1518.164 acre tract, the northeast corner of the 100 acre tract and the northwest corner of this tract;

THENCE: N 80°05'41" E, departing the east line of the 100 acre tract, with the south line of the 578.001 acre tract, the north line of the 1518.164 acre tract and the north line of this tract at a distance of 1567.75 feet passing the northeast corner of Tract 1 and the northwest corner of Parcel 4 and continuing a total distance of 3566.13 to a found 1/2" iron rod, for the proposed centerline of State Highway 211, the northwest corner of a 710.6 acre tract described in Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas, being out of a 2151.203 acre tract conveyed to Corridor Partners Ltd in Volume 10206, Pages 1160 of the Official Public Records of Real Property of Bexar County, Texas, the northeast corner of the 1518.164 acre tract and the northeast corner of this tract;

THENCE: Southerly, departing the south line of the 578.001 acre tract, with the west line of the 710.6 acre tract, with the east line of the 1518.164 acre tract, the east line of Parcel 4, Parcel 3, Parcel 2, Parcel 1 and a remainder of the 1518.164, the proposed center line of State Highway and the east line of this tract the following calls and distances;

S 00°33'13" E, a distance of 38.44 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radius of 5729.58 feet, a central angle of 39°48'49", a chord bearing and distance of S 20°27'37" E, 3901.74 feet, at 2203.87 feet passing the southeast corner of Parcel 4 and the northeast corner of Parcel 3, continuing for a total arc length of 3981.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 40°22'02"E, a distance of 612.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 49°37'59" E, a radius of 11459.16 feet, a central angle of 6°00'05", a chord bearing and distance of S 43°22'04" E, 1199.75 feet, at 77.19 feet passing the southeast corner of Parcel 3, the north corner of Parcel 2 and continuing for a total arc length of 1200.30 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 46°22'07"E, at 1481.66 feet passing the southeast corner of Parcel 2, the northeast corner of Parcel 1, at 2667.33 feet passing the southeast corner of Parcel 1 and continuing for a total distance of 3863.11 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", in the east line of the remaining of 1518.164 acre tract, at the beginning of a curve to the right;

Southeasterly, with the arc of a curve to the right, said curve having a radius of 5728.89 feet, a central angle of 6°16'47", a chord bearing and distance of S 43°13'43" E, 627.58 feet, an arc length of 627.90 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", for a east corner of a 345.688 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas, a southeast corner of the remaining 1518.164 acre tract and the southeast corner of this tract;

THENCE: Departing the proposed centerline of State Highway 211, with the south line of the remaining 1518.164 acre tract, the east and north line of the 345.688 acre tract and the south line of this tract the following calls and distances;

N 47°59'15"W, a distance of 734.49 feet to a found Texas Department of Transportation monument with a brass plate;

N 57°34'47"W, a distance of 745.00 feet to a found Texas Department of Transportation monument with a brass plate;

N 46°22'11"W, a distance of 205.07 feet to a found Texas Department of Transportation monument with a brass plate;

N 54°59'08"W, a distance of 154.10 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", in the south line of Parcel 1 and a west line of the 345.688 acre tract;

THENCE: S 41°13'55"W, with a south line of Parcel 1, a northwest line of the 345.688 acre tract and the south line of this tract at a distance of 2382.39 feet passing the southwest corner of Parcel 1, the southeast corner of Tract 1, at a distance of 2558.42 feet passing the northwest corner of the 345.688 acre tract, the northeast corner of a 81.135 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas and continuing for a total distance of 2633.18 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

THENCE: With the north line of the 81.135 acre tract, the south line of said Tract 1, the south line of the 1518.164 remainder and the south line of this tract the following calls and distances;

Northwesterly, with the arc of a curve to the left, said curve having a radial bearing of S 36°36'02" W, a radius of 800.00 feet, a central angle of 33°19'35", a chord bearing and distance of N 70°03'45" W, 458.79 feet, an arc length of 465.32 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 86°43'33"W, a distance of 427.23 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right;

Northwesterly, with the arc of a curve to the right, said curve having a radius of 1500.00 feet, a central angle of 19°52'47", a chord bearing and distance of N 76°47'09" W, 517.84 feet, an arc length of 520.45 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 09°49'40"W, a distance of 1065.90 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 68°47'52"W, at a distance of 543.72 feet passing the west corner of the 81.135 acre tract, the north corner of the 372.997 acre tract, continuing for a total distance of 1303.36 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 60°52'46"W, with the south line of Tract 1, the north line of the 372.997 acre tract, the south line of the remaining 1518.164 acre tract and the south line of this tract a distance of 1389.68 feet to the POINT OF BEGINNING and containing 988.6 acres in Bexar and Medina Counties, 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: July 25, 2006  
JOB No.: 9213-06  
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-1,014 ACRE TRACT.doc

**TRACT 2:**

A 31.00 acre, or 1,350,469 square feet more or less, tract of land being out of that remainder 500 acre tract recorded in Volume 8377, Pages 1801-1807 of the Official Public Records of Real Property of Bexar County, Texas, out of the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the I. Rodriguez, Survey No. 300 1/8, Abstract 655, County Block 4370, the Jose Musquiz, Survey No. 300 3/4, Abstract 1149, County Block 4368, the J.P. Talamantez Survey No. 300 1/5", Abstract 1030, County Block 4369, and the S. Musquez Survey No. 300 1/6, Abstract 1084, County Block 4371, all in Bexar County, Texas. Said 31.00 acre tract being more fully described as follows, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

**BEGINNING:** At a found Texas Department of Transportation aluminum disk, the north end of the intersection of the north right-of-way line of Potranco Road (F.M. Highway 1957, a variable width right-of-way, with the west line of the proposed Highway 211, a proposed minimum 400-foot right-of-way, a southeast corner of a 173.562 acre tract surveyed by Pape-Dawson Engineers on April 12, 2004, Job No. 9277-04;

**THENCE:** Northwestly, with the west right-of-way line of the proposed Highway 211 and the east line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 01°22'23"W, a distance of 817.00 feet to a found Texas Department of Transportation aluminum disk;

N 08°05'21"E, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 01°22'23"W, a distance of 62.01 feet to a found Texas Department of Transportation aluminum disk;

N 03°03'47"W, a distance of 326.14 feet to a found Texas Department of Transportation aluminum disk;

N 06°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 09°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 12°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 15°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 18°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 21°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 24°11'44"W, a distance of 211.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of the 173.562 acre tract, the southeast corner of a 345.688 acre tract described in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211, the east line of the 345.688 acre tract, crossing the 500 acre tract, the following calls and distances:

N 24°11'30"W, a distance of 66.63 feet to a found Texas Department of Transportation aluminum disk;

N 25°38'03"W, a distance of 1111.50 feet to a found Texas Department of Transportation aluminum disk;

N 35°05'48"W, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 25°34'44"W, a distance of 210.00 feet to a found Texas Department of Transportation aluminum disk;

N 77°42'58"W, a distance of 174.12 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 25°38'03"W, a distance of 86.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 26°26'51"E, a distance of 174.12 feet to a found Texas Department of Transportation aluminum disk;

N 05°26'54"W, a distance of 723.89 feet to a found PK nail, the northeast corner of the 500 acre tract, on the west line of the 710.6 acre tract described in



Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Southeasterly, with the east line of the 500 acre tract, the west line of the 710.6 acre tract, crossing the proposed Highway 211, the following calls and distances

S 25°38'03"E, a distance of 2600.88 feet to a found 60d nail, the beginning of curve to the right;

Southeasterly, along the arc of a curve to the right, said curve having a radius of 5729.58 feet, a central angle of 24°15'54", a chord bearing and distance of S 13°30'06" E, 2408.41 feet, a distance of 2426.50 feet to a found 60d nail;

S 01°22'09"E, a distance of 1324.23 feet to a found ½" iron rod, on the north right-of-way line of Potranco Road;

THENCE: S 88°37'45"W, with the north right-of-way line of Potranco Road, a distance of 1069.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a southeast corner of the 173.562 acre tract;

THENCE: With the south line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 82°54'59"E, a distance of 201.01 feet to a found Texas Department of Transportation aluminum disk;

N 88°37'37"E, a distance of 500.00 feet to a found Texas Department of Transportation aluminum disk;

N 42°23'05"E, a distance of 173.51 feet to the POINT OF BEGINNING and containing 31.00 acres in 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: August 4, 2006

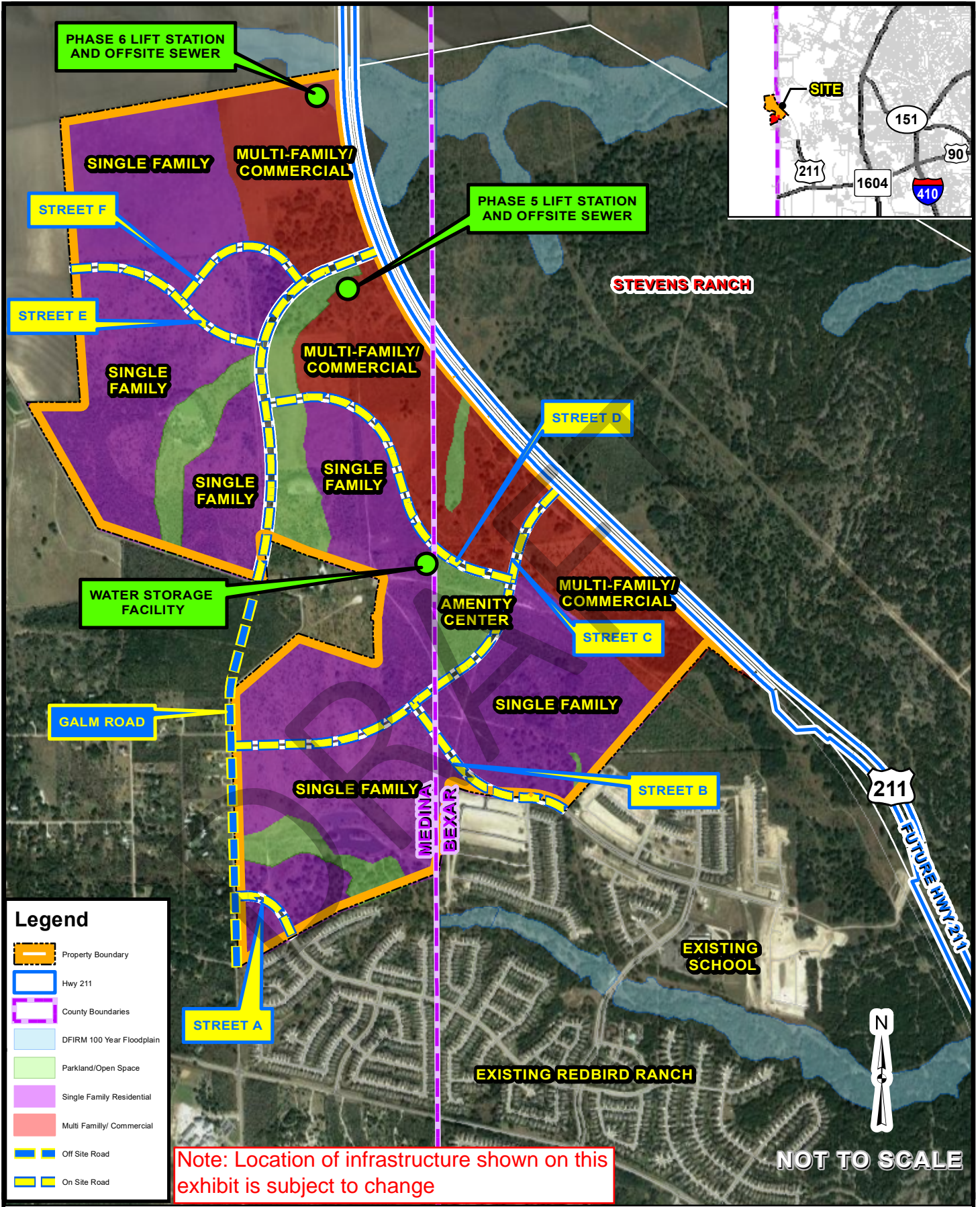
JOB No.: 9213-06

FILE: N:\Survey06\6-9300\9213-06\9213-06FN-31 ACRE TRACT.doc

**EXHIBIT B**

**MAP OF THE DISTRICT PROPERTY**

DRAFT



Note: Location of infrastructure shown on this exhibit is subject to change

JOB NO.	6909-13
DATE	Feb 2019
DESIGNER	TD
CHECKED	TD
DRAWN	EP
SHEET	1

# **REDBIRD RANCH** **DEVELOPMENT PLAN**

**PAPE-DAWSON ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS  
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000  
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

**EXHIBIT C**

**MASTER DEVELOPMENT PLAN**

DRAFT







## EXHIBIT D

### **FORM OF ANNEXATION NOTICE**

#### **NOTICE TO PURCHASERS**

The real property, described below, that you are about to purchase is located in the \_\_\_\_\_ (the "District"). The District's creation was confirmed by election on \_\_\_\_\_. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied a tax and the most recent projected rate of tax, as of this date, is \$ \_\_\_\_\_ on each \$100 of assessed valuation. The total amount of bonds, excluding any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$ \_\_\_\_\_.

The aggregate initial principal amount of all bonds issued and payable in whole or in part from property taxes is \_\_\_\_\_.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$ \_\_\_\_\_. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District has entered into a strategic partnership agreement (the "Agreement") with the City of San Antonio (the "City"). Pursuant to the Agreement, the City has agreed not to annex the entire District for full purposes for \_\_\_\_\_ years from the effective date of the Agreement. The effective date of the Agreement is \_\_\_\_\_. Upon expiration of this term, unless otherwise extended, the City may exercise its option to annex the District without consent of the voters if the City complies with the requirements of Chapter 43, Texas Local Government Code, as amended, which may include voter approval. When a District is annexed, the District is dissolved.

The purpose of this District is to provide water and sewer, drainage and flood control, park and recreational, and road facilities and services benefitting the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District and/or another governmental entity. The legal description of the property you are acquiring is as follows:

[description of property]

SELLER:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature of Purchaser

[ADD APPROPRIATE ACKNOWLEDGMENTS]

AFTER RECORDING, return to: \_\_\_\_\_.

**EXHIBIT E**

**SUBSTANTIAL FORM OF STRATEGIC PARTNERSHIP AGREEMENT**

DRAFT



**STRATEGIC PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF SAN ANTONIO, TEXAS, AND  
REDBIRD RANCH WATER CONTROL & IMPROVEMENT DISTRICT NO. \_\_\_\_\_**

STRATEGIC PARTNERSHIP AGREEMENT  
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND  
REDBIRD RANCH WATER CONTROL & IMPROVEMENT DISTRICT NO. \_\_\_\_\_

THE STATE OF TEXAS     §  
  §  
COUNTY OF \_\_\_\_\_ §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of the Effective Date between the CITY OF SAN ANTONIO, TEXAS, a municipal corporation principally situated in Bexar County, Texas, acting through its governing body, the City Council of the City of San Antonio, Texas (the "City"), and REDBIRD RANCH WATER CONTROL & IMPROVEMENT DISTRICT NO. \_\_\_\_\_ (the "District"), a water control & improvement district created or operating under Chapters 51, 53, and 49 of the Texas Water Code.

**RECITALS**

1. Texas Local Government Code, §43.0751 (the "Act") authorizes the City and certain utility districts to negotiate and enter into a strategic partnership agreement by mutual consent; and
2. The District encompasses land all located within the extraterritorial jurisdiction of the City as more specifically described in Exhibit "A"
3. This Agreement provides for the possible annexation of land developed for commercial use within the District by the City for limited purposes, during the Term (as hereinafter defined) of this Agreement, for the sole and exclusive purpose of imposing and collecting Sales and Use Taxes (as defined herein) within such "Limited Purpose Property," as more particularly defined herein; and
4. As required by the Act, the City held public hearings on \_\_\_\_\_ and \_\_\_\_\_, the District held public hearings on \_\_\_\_\_ at \_\_\_\_\_, and \_\_\_\_\_ at, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the City and the District made copies of the proposed Agreement available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act; and
5. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which the District will continue to exist for an extended period of time after the Limited Purpose Property of land within the District is annexed for limited purposes.

## **THE PARTIES AGREE AS FOLLOWS:**

### **ARTICLE I**

#### **FINDINGS**

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which the District will continue to exist after the Limited Purpose Property is annexed for limited purposes pursuant to this Agreement;
2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;
3. This Agreement provides benefits to the City and the District, including revenue, services, or regulations which are reasonable and equitable with regard to the benefits provided to the other Parties;
4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and
5. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's annexation plan, if any, or any arbitration between the City and the District.

### **ARTICLE II**

#### **DEFINITIONS**

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

“Act” means Texas Local Government Code, §43.0751 and any amendments thereto.

“Agreement” means this strategic partnership agreement between the City and the District, as may be amended pursuant to the terms of this Agreement.

“City” means the City of San Antonio, Texas, a Texas municipal corporation.

“City Charter” means the Charter of the City and any amendments thereto.

“City Council” means the City Council of the City of San Antonio, Texas .

“Consent Ordinance” means Ordinance No. \_\_\_\_\_, including all attachments and exhibits passed by the City Council consenting to the creation of and inclusion of land in the District.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Director” means the Director of Planning of the City or their designee.

“District” means Redbird Ranch Water Control & Improvement District No. \_\_\_\_\_, a water control & improvement district created or operating under Chapters 49, 51, and 53, of the Texas Water Code.

“District Board” means the Board of Directors of the District.

“Effective Date” means the date this Agreement is approved by City Council in accordance with the terms and provisions of the Development Agreement between the Parties dated \_\_\_\_\_, 2019.

“Government Code” means the Texas Government Code and any amendments thereto.

“Implementation Date” means the date the limited purpose annexation ordinance is passed by City Council pursuant to Article III of this Agreement.

“Landowner” means a person that owns real property in the District.

“Limited Purpose Property” means the developed commercial land within the District, including the Additional Limited Purpose Property (as hereinafter defined), which is annexed for limited purposes by the City pursuant to Article III of this Agreement, but excluding territory outside the boundaries of the District.

“Local Government Code” means the Texas Local Government Code and any amendments thereto.

“Party” or “Parties” means a party or the parties to this Agreement, being the City and the District.

“Resident” means a person that resides in the District.

“Sales and Use Tax” or “Sales and Use Taxes” means the sales and use tax authorized to be imposed in the Limited Purpose Property by the Act and Tax Codes, .

Unified Development Code means Chapter 35 of the City Code of the City of San Antonio, Texas.

## **ARTICLE III**

### **LIMITED PURPOSE ANNEXATION**

#### **Section 3.01 Generally**

Following The approval and execution of this Agreement by City Council, as authorized by the Act and continuing throughout the duration of this Agreement, the City may annex, for limited purposes, the Limited Purpose Property once such commercial property is developed within the District. For the purposes of this Article III, the commercial property shall be deemed as developed, and thereby trigger the City's rights to annex such commercial property for limited purposes, upon the owner of such property providing written notice to the City of such commercial use, accompanied with a copy of a non-residential building permit for such property, such notice to be delivered to the City no later than thirty (30) days after the issuance of such permit. Such annexation by the City is for the sole and limited purpose of collecting Sales and Use Taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") and may include additional future annexations as described in Section 3.02 below.

The City is hereby permitted to annex for limited purposes such commercial area to the extent permitted by law and the requirements of this Agreement, whether or not contiguous to the City's corporate limits. The Board of Directors agree, upon request of the City, to execute and deliver such further documents as may be necessary in order to effectuate the terms of this paragraph.

#### **Section 3.02 Limited Purpose Annexation of Additional Commercial Property**

If in the future any non-commercial land within the District as of the Effective Date is converted to any commercial use that contains eligible commercial activities for purposes of imposing Sales and Use Taxes as allowed by the Tax Code, the Parties agree that the City may annex such additional commercial land (the "Additional Limited Purpose Property") for the sole and exclusive purpose of imposing Sales and Use Taxes pursuant to this Agreement once the Additional Limited Purpose Property is developed as commercial land.

#### **Section 3.03 Limited Purpose Property and Sales Tax Revenues**

For purposes of this Agreement, the Limited Purpose Property also includes any Additional Limited Purpose Property and shall collectively be referred to as the Limited Purpose Property; and the Sales and Use Taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenue" or "Sales and Use Tax Revenues" as applicable.

### **Section 3.04 Consent to Limited Purpose Annexation.**

The District hereby requests that the City annex the Limited Purpose 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.

### **Section 3.05 Property Taxes and District's Liability for Debts of the City**

During the duration of this Agreement, except as provided in Article V: (i) neither the District nor any owners of taxable property within the District are liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

### **Section 3.06 Powers and Functions Retained by the District**

Except as limited by the Consent Ordinance or as expressly stated herein, the District is authorized to exercise all powers and functions provided by existing law or any amendments or additions thereto. The District's assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of additional assets, liabilities, indebtedness, and obligations will be governed by the Consent Ordinance to the extent the Consent Ordinance is not inconsistent with this Agreement.

### **Section 3.07 Extraterritorial Jurisdiction**

This Agreement does not remove any area of the District from the extraterritorial jurisdiction of the City of San Antonio. The City may regulate the District in the same manner in which it may regulate other areas within the extraterritorial jurisdiction of the City.

## **ARTICLE IV**

### **VOTING RIGHTS IN THE DISTRICT**

#### **Section 4.01 Generally**

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

## **ARTICLE V**

## **SALES AND USE TAX**

### **Section 5.01 Imposition of the City's Sales and Use Tax**

Pursuant to Subsection (k) of the Act, the City shall impose a Sales and Use Tax within the Limited Purpose Property upon the limited purpose annexation of the Limited Purpose Property. The Sales and Use Tax shall be imposed on all eligible commercial activities at the rate allowed under the Tax Code. The Sales and Use Tax shall take effect on the date described in Texas Tax Code §321.102.

### **Section 5.02 Payment of Sales and Use Tax to the District**

The City shall pay to the District an amount equal to 25% of the Sales and Use Tax Revenues that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited purpose annexation of the Limited Purpose Property. The City shall deliver the District's portion of the Sales and Use Tax Revenues to the District within 30 days of the City's receipt of the sales report from the Comptroller. Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the sales tax report from the Comptroller without further action from the District.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax Revenues generated within the boundaries of the Limited Purpose Property. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

The City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Limited Purpose Property within 30 days of the City's receipt of the sales tax report.

### **Section 5.03 Notification of Comptroller**

The City shall send notice of this Agreement and the limited purpose annexation of the Limited Purpose Property to the Comptroller within three days of the Implementation Date in the manner provided by Texas Tax Code §321.102. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Limited Purpose Property.

#### **Section 5.04 District Use of Sales and Use Tax Revenue**

The District shall use the Sales and Use Tax Revenue provided in Section 5.02 only for purposes for which the District is lawfully authorized to use its ad valorem tax revenues or other revenues.

#### **Section 5.05 District Audit Rights**

The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax Revenue payments provided by Section 5.02 have been made to the District in accordance with this Agreement. 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 by an auditor hired by the District on 30 days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form sufficiently maintained to reflect the collection of all Sales and Use Tax Revenues that are subject to this Agreement.

#### **Section 5.06 City Audit Rights**

The District is required by law to prepare an annual audit within 120 days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within 30 days after the audit is completed.

The City may audit the District's expenditures made with the Sales and Use Tax Revenue paid under Section 5.02, solely to determine whether the expenditures have been made by the District in accordance with Section 5.04. Any audit shall be made at the City's sole cost and expense and may be performed at any time during regular business hours by the City's internal auditors or an independent auditing firm on 30 days written notice to the District. For the purpose of any audits, the District shall maintain and make available to the City or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form maintained sufficient to reflect the expenditure of all Sales and Use Tax Revenues that are subject to this Agreement.

#### **Section 5.07 Termination of Sales and Use Tax Sharing.**

Upon termination of this Agreement, and 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 5.08 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 VI**

### **FULL PURPOSE ANNEXATION**

#### **Section 6.01 Full Purpose Annexation of the District**

The City agrees that it will not annex or attempt to annex the District property for full purposes until December 31, 2049. When the land located within the District is converted to 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 including land in question 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. .

## **ARTICLE VII**

### **BREACH, NOTICES, 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 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. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

## **ARTICLE VIII**

### **BINDING AGREEMENT, TERM, AND AMENDMENT**

#### **Section 8.01 Beneficiaries**

This Agreement binds and inures to the benefit of the Parties, their successors and assigns. The District shall record this Agreement with the County Clerk in Official Records of \_\_\_\_\_ County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

#### **Section 8.02 Term**

This Agreement commences and binds the Parties on the Effective Date and continues until the City chooses to annex the District property for full purposes or disannex the Limited Purpose Annexation areas, subsequent to December 31, 2049, in accordance with this Agreement. \*

#### **Section 8.03 Amendment**

The Parties by mutual consent may amend the terms of this Agreement only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **Section 9.01 Notice**

Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person

(ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

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

District: Redbird Ranch Water Control & Improvement District No. 1  
c/o Allen Boone Humphries Robinson LLP  
3200 Southwest Freeway, Suite 2600  
San Antonio, Texas 77027  
Attn: Stephen M. Robinson

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any 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.

### **Section 9.03 Severability**

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

### **Section 9.04 Waiver**

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, 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.

#### **Section 9.05     Applicable Law and Venue**

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Bexar County, Texas.

#### **Section 9.06     Reservation of Rights**

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

#### **Section 9.07     Further Documents**

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

#### **Section 9.08     Incorporation of Exhibits and Other Documents by Reference**

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

#### **Section 9.09     Effect of State and Federal Laws**

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City Ordinances and City Charter provisions implementing such statutes or regulations.

#### **Section 9.10     Authority for Execution**

The City certifies and represents that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The District certifies and represents that the execution of this Agreement is duly authorized and adopted by the District Board.

**SIGNATURE PAGES FOLLOW**

**SIGNATURE PAGES**

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

**REDBIRD RANCH WATER CONTROL &  
IMPROVEMENT DISTRICT NO. \_\_\_\_\_**

By: \_\_\_\_\_  
President, Board of Directors

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Directors

Tax ID No. \_\_\_\_\_

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as President, and \_\_\_\_\_, as Secretary, of Redbird Ranch Water Control & Improvement District No. \_\_\_\_\_, a political subdivision of the State of Texas, on behalf of said political subdivision.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(NOTARY SEAL)

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

**CITY OF SAN ANTONIO, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST/SEAL:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Clerk

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 \_\_\_\_\_, 2019 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: \_\_\_\_\_

## EXHIBIT F

### SERVICE AGREEMENT

In the event the City annexes the Annexation Area pursuant to Section 5.4 of this Agreement, the Parties agree to the specific provisions under this "Agreement Regarding Services" pursuant to section 43.0672 of the Texas Local Government Code. The Parties agree that this Agreement Regarding Services shall run with the land and shall govern all municipal services to be provided to the Annexation Area and that the City shall be under no further obligation to negotiate services with any subsequent owners of any property located or developed within the Annexation Area, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the city limits within no more than 3 years from the date of annexation. The Agreement Regarding Services shall survive termination of this Agreement only to the extent the City annexes the Annexation Area pursuant to this Agreement.

In general the Agreement Regarding Services includes three service components: (1) ***Annexation Service Requirements***, (2) ***Additional Services*** and (3) ***a Capital Improvement Program***. Providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public and private non-profit service organizations to provide such services by contract in whole or in part. It may also include separate agreements with associations or similar entities. Services are provided and fees are assessed in accordance with the City's Code of Ordinances, as may be amended. Notwithstanding any provision herein to the contrary, municipal services will be provided pursuant to the requirement of the Texas Local Government Code Chapter 43.056(g).

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

**A. Police Protection** - The San Antonio Police Department (SAPD) will provide protection and law enforcement services in the Annexation Area within the time frame established in section 5.1.

These services include:

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

time of annexation.

The Annexation Area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed 24 hours a day, seven days a week, and to maintain an average response time pursuant to the requirement of the Texas Local Government Code Chapter 43.056(g). SAPD San Antonio Fear Free Environment Unit (SAFFE) officers will be available to meet as requested to discuss police issues.

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

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

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

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

**B. Fire Protection and Emergency Medical Service (EMS)** - The San Antonio Fire Department (SAFD) will provide fire protection services and EMS service as provided by requirements of the Texas Local Government Code Chapter 43.056(g). Service will be provided through the use of fire engines, ladder trucks, full-time and peak period EMS ambulances, Medical Officers and Chief Officers. SAFD will be providing fire protection and EMS from the station assigned to that geographic area.

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



with Section 43.0661 of the Texas Local Government Code.

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

**D. Operation and Maintenance of Water and Wastewater Facilities** - San Antonio Water System (SAWS) will maintain and operate the public water and wastewater facilities that are within its certified service area. Routine standard maintenance of the facilities is

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performed on a scheduled basis. Emergency maintenance and repairs receive immediate attention, and are available 24 hours a day, 7 days a week. The facilities will be maintained and operated in accordance with standard SAWS policies and procedures, and under the provisions of the SAWS Utility Service Regulations for the extension of facilities.

*SAWS Monthly Rates* - The SAWS rate structure is designed to provide balance between residential and business rates and to encourage conservation with rates that increase at higher levels of consumption. SAWS customers, after annexation, will pay the lower Inside City Limit rate as opposed to the Outside City Limit rate.

*SAWS Water Conservation Programs and Rebates* - SAWS water conservation education programs and rebates are available to SAWS customers. Currently commercial customers account for 6.0% of the customer base and 35.1% of SAWS' annual water sales, there is great potential for water savings through commercial conservation programs. Commercial customers also have access to water conservation education and incentives. There are programs to make irrigation systems more efficient and customer rebates for big projects that address operational efficiencies. Detailed information on these and other programs can be found on the SAWS website at [www.saws.org](http://www.saws.org).

Water service and wastewater service will be provided to the Annexation Area. Notwithstanding any provision herein to the contrary, this Agreement will not terminate, reduce, or otherwise affect any approved Equivalent Dwelling Units ("EDUs") allocated to the Annexation Area or any Utility Service Agreement ("USA") applicable to the Annexation Area.

#### **E. Operation and Maintenance of Roads and Streets, including Street Lighting**

- The Transportation and Capital Improvements Department (TCI) is responsible for the maintenance and repair of streets, bridges, alleys and related infrastructure within the City's jurisdiction. Curbs, sidewalks, driveway approaches, curb ramps, and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act (ADA) standards. Service requests or community concerns for TCI's response, such as pothole and base and pavement repairs are initiated through the City's 311 call center or online services. These services include:

- Emergency Pavement Repair

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

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

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

*Storm Water Utility* - The Storm Water Utility is housed within the TCI Department. The Storm Water Utility is responsible for drainage services as well as the installation, operation, and maintenance of drainage infrastructure throughout San Antonio.

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

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

*Street lighting* - The planning of public street lights is coordinated by the City's Development Services Department (DSD). CPS Energy will maintain public street lighting in accordance with Sec. 43.056(b) (6) of the Texas Local Government Code and the City's policies. The City assumes the cost of electricity for public street lights.

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

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

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

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

- Vacant dangerous premises and structures,
- Junked vehicles,
- Weeded vacant lots,
- Zoning (Unified Development Code ("UDC")),

- Property maintenance,
- Minimum housing, including unsanitary premises,
- Front yard parking,
- Alley and right-of-way violations,
- Monthly inspections of salvage/junk yards,
- Monitoring and enforcing materials received at salvage/junk yards, and
- Enforcement of garage sale permits
- The Code and ordinances enforced by DSD are subject to changes by the City Council

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

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

**D. Library Services** -The nearest library services to the Annexation Area can be identified through the web address [www.mysapl.org/digital](http://www.mysapl.org/digital).

The San Antonio Public Library locations provide the following services:

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

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

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

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

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

**F. Animal Care Services** - The Annexation Area will receive the same level of service as within the City Limits of the City. These services include, but may not be limited to, animal enforcement and control, educational and public outreach, low cost

animal related resources such as microchips and spay/neuter services, and community cat program services.

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

**3. Capital Improvements Program** - The City will initiate the construction of capital improvements as may be necessary for providing municipal services. The timing for the construction of capital projects that may be necessary for the delivery of municipal services will

be done in accordance with the requirements of Subchapter C of Chapter 43, Local Government Code.

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

**A. Police Protection** - No capital improvements are necessary at this time to provide police services.

**B. Fire Protection** - No capital improvements are necessary at this time to provide fire services.

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

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

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

**F. Parks, Playgrounds and Swimming Pools** - No capital improvements are



necessary at this time to provide parks and recreation services.

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

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

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