

LEMON CREEK PUBLIC IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as “City”); and **VEP Lemon Creek, LP**, the owner of the proposed District Property (as defined herein and hereafter referred to as “Owner”). City and Owner shall hereafter collectively be referred to as “Parties” or in the singular as “Party.”

RECITALS

WHEREAS, Owner has submitted a petition to Bexar County, Texas (the “County”) which was filed in the Bexar County official public records on November 6, 2019 and amended on September 9, 2020, to create a public improvement district to be named the Lemon Creek Special Improvement District (the “District”) pursuant to Chapter 382 of the Texas Local Government Code, as amended (the “Code”); and

WHEREAS, the District Property (as defined herein) specifically consists of approximately 117.837 acres of land, as more particularly described in **Exhibit “A”** and **Exhibit “B”**, which are attached hereto and fully incorporated herein; and

WHEREAS, following the County’s creation of the District, Owner (including its successors and assigns) intends to develop the “Project”, as further defined and described herein; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Subchapter G of Chapter 212 of the Texas Local Government Code, § 212.172, et. sec., to reflect that in consideration of Owner’s agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City will agree to consent to (1) the establishment of the District within the City’s extraterritorial jurisdiction (“ETJ”) and the inclusion of the District Property therein, (2) to the County’s delegation to the District the powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, and (3) the power to construct or cause to be constructed water, wastewater, and drainage facilities in accordance with Section 382.101 of the Code; but the City’s consent does not include the powers to exercise eminent domain, annexation or exclusion of property from the District.

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

I. DEFINITIONS

1.1 “Agreement” shall mean this document executed by the Parties, which may be amended from time to time, pursuant to the provisions contained herein.

1.2 “Annexation Area” shall mean the area that the City determines in its sole discretion to annex in accordance with this Agreement up to and including the entire District Property.

1.3 “Director” shall mean the Director of the City’s Department of Planning.

1.4 “City” and “County” shall have the meanings specified above.

1.5 City Code shall mean City Code of Ordinances

1.6 “Code” shall mean the Texas Local Government Code, as amended.

1.7 “District” shall mean the public improvement district proposed in Owner’s petition for the creation of the Lemon Creek Special Improvement District filed with the County on November 6, 2019 which includes the District Property.

1.8 “District Property” shall refer to approximately 117.837 acres of property. The District Property is more particularly described and illustrated in **Exhibits “A” and “B”** which are incorporated herein for all purposes.

1.9 “Effective Date” shall mean the effective date of the County’s order creating the District.

1.10 “Preliminary Project Plan” (“Preliminary Plan”) is the proposed plan of development for the Project, as depicted in **Exhibit “C”** attached hereto and incorporated herein for all purposes.

1.11 “Owner” shall have the meaning specified above and shall include any successors and assigns to VEP Lemon Creek, LP.

1.12 “Project” shall have the meaning specified in Section 3.1 of this Agreement, which may be amended from time to time in accordance with section 3.2.

1.13 “UDC” means the City’s Unified Development Code located in Chapter 35 of the City’s Code of Ordinances.

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

II. REPRESENTATIONS AND ACKNOWLEDGMENTS

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

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

2.4 Owner acknowledges that the City's consent described in Section 4.1 below is for the boundaries of the District, as described and depicted in **Exhibits "A" and "B"** that are attached hereto and for the Project.

III. THE PROJECT & PUBLIC INFRASTRUCTURE

3.1 The Project consists of certain proposed public infrastructure on and within the District Property, as further described in the Proposed Infrastructure Improvements summary and the Preliminary Project Plan, collectively attached hereto as **Exhibit "C"**.

3.2 The Project may be amended from time to time. If required under the UDC, such changes shall comply with (if applicable) any applicable master development plan ("MDP") and/or platting process currently outlined in the UDC with review and approval of the City's Director of the Department of Planning and the Director of the Development Services Department each of whom reserves the right to exercise discretion with respect to any MDP review and approvals as afforded them under the UDC.

IV. CONSIDERATION AND TERMS

4.1 In exchange for Owner's agreement to be bound by the terms of this Agreement, City consents to (1) the establishment of the District within the City's extraterritorial jurisdiction ("ETJ") and the inclusion of the District Property therein, (2) to the County's delegation to the District the powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, and (3) the power to construct or cause to be constructed water, wastewater and drainage facilities in accordance with Section 382.101; but the City's consent does not include the powers to exercise eminent domain, annexation or exclusion of property from the District.

4.2 Owner shall pay an Operations Fee in the amount of One Hundred Seventy Five and No/100 (\$175.00) per residential unit within 5 (five) years after the date of the first plat application which in Owner's estimation should be approximately One Hundred Nine Thousand, Five Hundred Fifty and No/100 (\$109,550.00). Owner agrees to revise this amount in accordance with the requirements of the City's UDC and any other local requirements. Owner further agrees

to pay all PID consent application fees and reimbursement costs to the City for recording this Agreement with the Bexar County Real Property records as required by the City. All payments shall be made by [FORM OF PAYMENT] to _____.

4.3 The Parties agree that once created the District will assess the following taxes on all property owners within the District:

Ad Valorem Tax	\$1.0/\$100 assessed value or no more than the amount of as valorem tax assessed by the City within the City's municipal boundaries
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Hotel Occupancy Tax	9% or not to exceed the City's Hotel Occupancy Tax assessed within the City's municipal boundaries
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Sales and Use Tax	Not to exceed 2 %
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4.4 **Strategic Partnership Agreement.** The Parties agree that Owner will cause the District to enter into a strategic partnership agreement ("SPA") containing the terms set forth therein, a copy of which is attached to this Agreement in substantial form as Exhibit "D". In the event the District fails to enter into the strategic partnership agreement within 12 months of execution of this Agreement, Owner agrees that the Owner and/or developer of the Property will not be entitled to reimbursement by District for the construction of improvements necessary for the exercise of the District's powers and duties of a road district and the power to provide water, wastewater or drainage facilities conferred under Chapter 382 of the Code and the Counties order creating the District.

4.41 If the SPA is approved, Owner agrees that the District will reimburse the City for costs associated with the limited purpose annexation (LPA) and implementing the SPA; including recording of the SPA with the Real Property Records of Bexar County, publications of public hearings, annexation ordinance, polling location notices for voters in LPA areas; and plan amendments and zoning for annexed land.

4.5 **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 the District Property for the term of this Agreement which shall not exceed twenty (20) years from the Agreement's effective date.

4.6 **Voluntary petition for annexation.** The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the District Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 4.2 above, the City may exercise its right to annex the District Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement by the Owners, subject to the provisions of Sections 6.3 and 6.4 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire District Property

for limited or full purposes at any time.

4.7 Owners agree that this voluntary petition and consent to annexation of the Property may not be revoked and is intended to be and shall be binding upon the Owners as well as their successors and assigns in ownership of any right, title or interest in and to the District Property or any part thereof. Owners further agree that the City has the authority to annex the Property under Chapter 212 of the Code independently of Chapter 43 of the code and that such authority may be exercised regardless of the procedural requirements of Chapter 43 of the Code.

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

4.9 All covenants, agreements and terms contained herein obligating 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.

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

“This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 4.3 of the Development Agreement, executed on _____, 2020, and recorded in the deed records of Bexar County under Bexar County Document No. [_____] which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

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

4.11 Unless provided for otherwise in this Agreement, Owner agrees that it will comply with all municipal rules, regulations, orders, ordinances and other local laws applicable to all properties within the City’s ETJ, during all phases of development and construction of the Project and during the term of this Agreement. Additionally, Owner agrees to specifically comply with the following provisions:

- a. Comply with Chapter 28 of the City Code of Ordinances – Signs
- b. Comply with Chapter 34 of the City Code of Ordinances – Water & Sewers, including compliance with Category 3 pollution prevention criteria
- c. Comply with the same streetlight standards applicable to all subdivisions within the city that are listed in Section 35-506 (i) of Chapter 35
- d. All public infrastructure, improvements and facilities provided by the District shall be constructed, maintained and operated according to City and SAWS standards throughout the term of the Agreement and in accordance with applicable utility service agreements
- e. Comply with Chapter 14 and Chapter 35 of the City Code infrastructure standards and requirements for the Solid Waste Management Department as outlined in Development Service Department Information Bulletin No. 576
- f. Comply with Chapter 35 Military Protection Area regulations
- g. Comply with Chapter 35 Military Lighting Overlay District regulations
- h. Comply with the proposed alignments, road width and right-of-way required in the City's Major Thoroughfare Plan
- i. Comply with the uses permitted in the Edwards Recharge Zone District as referenced in Chapter 35 of the City Code
- j. Comply with the San Antonio Recommended Plant List - All Suited to Xeriscape Planting Methods of Chapter 35
- k. Comply with park dedication requirements set out in Chapter 35
- l. Protect and preserve any existing historical or archeological buildings, structures, sites, features or places

4.12 As applicable, and subject to Section 4.10 below, Owner shall comply with the requirements of Section 382.109 of the Code regarding road projects on the District Property, as described by Section 382.109 of the Code to the extent such requirements apply to properties located in the City's ETJ.

4.13 Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that, in accordance with Code Section 212.172(g), this Agreement constitutes a permit under Chapter 245 of the Code.

4.14 The Parties agree and acknowledge that Section 382.201 of the Code, as it exists on the Effective Date of this Agreement, shall apply to this Agreement.

4.15 Owner shall provide annual updates on the progress of the Project no later than January 30 of each year. The updates shall include the following:

- a. Plat for all subdivisions
- b. Development documents and permits required by the UDC
- c. Built-out percentages for single family, multifamily, commercial areas and any recalculations of build-out expectations
- d. Provide construction update by noting percentage completion of infrastructure and improvements
- e. Annual PID revenue and expenditures
- f. All outstanding financial obligations, liabilities and assets

V. WRITTEN AGREEMENT REGARDING SERVICES

5.1 In the event the City annexes the Annexation Area pursuant to this Agreement, the Parties agree that this Section V shall constitute a Written Agreement Regarding Services required under Chapter 43, section 43.0672 of the Code, shall run with the land, and shall govern all municipal services to be provided to the Annexation Area. The City shall be under no further obligation to negotiate services with any subsequent owners of any property located or developed within the Annexation Area other than the services set forth herein, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the City limits within no more than three (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, this Agreement Regarding Services includes three (3) 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.

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.

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. 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. 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' 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.

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 – *Water and Wastewater Service* – if, at the time of annexation, the Annexation Area is not being provided with water and wastewater service, the San Antonio Water System (SAWS) will extend water and wastewater service to the Annexation Area at the request of a resident pursuant to SAWS policies regarding extensions of service. SAWS will provide water and wastewater service in accordance with standard SAWS policies and procedures.

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

The City's Public Works Department ("PWD") 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 PWD'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, PWD will provide regulatory signage services. Traffic signal stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. "Call back" service is provided 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 PWD Department. The Storm Water Utility is responsible for drainage services as well as the installation, operation, and maintenance of drainage infrastructure throughout San Antonio.

The Storm Water Utility Fee is intended to cover capital and maintenance expenses associated with drainage projects and fund operational services related to the Municipal Separate Storm Sewer System (MS4) Permit as required by Federal regulations. More information about the storm water rate plan is available at <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 streetlights is coordinated by the City’s Development Services Department (DSD). CPS Energy will maintain public street lighting in accordance with City's policies. The City assumes the cost of electricity for public streetlights.

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,
- 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 City Code of Ordinances, including the UDC, are enforced by DSD, and 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 PWD 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 City 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.

The San Antonio Public Library locations provide the following services:

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

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

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.

VI. DEFAULT

6.1 Subject to Sections 6.3 and 6.4 below, Owner shall be declared in “Default” of this Agreement if Owner violates or causes a violation of any rules, regulations, orders, ordinances or other laws that are applicable to the District Property, as described herein, during the term of this Agreement.

6.2 Subject to Sections 6.3 and 6.4 below, a Party shall be declared in “Default” if a material breach occurs of any covenant, obligation, or provision of this Agreement.

6.3 Notwithstanding any provision to the contrary, no Party shall be declared in Default, under this Agreement and subject to the remedies available to the non-defaulting party, as set forth herein, until written notice of default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the noticed default (the “Cure Period”). The Cure Period may be extended by written agreement of the Parties and shall be subject to approval of the City Council.

6.4 The duties of a Party to observe or perform any of the provisions of this Agreement, on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay, or stoppage due to causes beyond the control of the applicable Party, including, but not limited to, reason of strikes, civil riots, war, invasion, fire or other casualty, pandemic, or Acts of God.

VII. REMEDIES

7.1 Upon the occurrence of Default by the Owner, the defaulting party shall be subject to the enforcement provisions set forth in Chapter 35, Article IV – Procedures, Division 11. – Enforcement, Sec. 35-491, as amended, of the UDC.

7.2 Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance. Additionally, upon the occurrence of Default by Owners (subject however to all notice and cure provisions provided herein), the City may proceed with voluntary annexation of the District Property as provided in this Agreement.

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

7.4 The Parties hereto expressly agree that, in the event of litigation, each Party hereby waives its right to payment of attorneys' fees.

VIII. NON-WAIVER

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 the Owner and its successors and assigns.

9.2 This Agreement (including the duties, rights and obligations set forth herein) may not be assigned by Owner except for assignments to any related or successor entities, and as described in section 9.3 below, without the prior written consent of City, and subject to approval by the City Council, as evidenced by passage of an ordinance. Any subsequent assignment by an Owners, except for assignments described in section 9.3 below, shall only be done with the written consent of the City as evidenced by action of the City Council by ordinance.

9.3 Notwithstanding Section 9.2, without prior written consent of the City and approval by City Council, (i) all rights relating under this Agreement, including (without implied limitation) the right of non-annexation, shall run with the land and any subsequent owner, mortgagee, lessee or other party with an interest therein shall enjoy such rights; if Owner possesses or acquires any rights or entitlements with respect to the development of the Property and the construction of improvements thereon which run with all or a part the land, any subsequent owner, mortgagee, lessee or other party with an interest therein shall automatically be a beneficiary of such rights and entitlements to the extent of such interest in such Property or portion thereof; and (ii) Owner may collaterally assign its rights and obligations hereunder to any lender to which such party has granted a lien encumbering all or part of such Property.

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 a binding commitment regarding the final improvements and infrastructure and the location of such improvements and boundaries, such may be amended from time to time by the Parties.

XI. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be affected only by amendment, in writing, executed by the Parties, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XII. SEVERABILITY

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

Owner covenants and agrees 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 ventures 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 Owners under this Agreement and that the Owners have no authority to bind the City.

XIV. LEGAL AUTHORITY

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

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

Owner: VRP Lemon Creek, LP
Attn: Charlie Malmberg
1723 N. Loop 1604 E, Suite 204
San Antonio, Texas 78232

With a copy to: Killen, Griffin & Farrimond, PLLC
Attn.: Rob Killen
100 NE Loop 410, Suite 650
San Antonio, Texas 78216

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

XVIII. CAPTIONS

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. UNINTENDED OMISSION

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.

XX. COUNTERPARTS

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.

XXI. RECORDATION

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

XXII. TERM

The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date. The term may be extended upon mutual consent and written agreement between the Parties and subject to approval by the City Council, as evidenced by passage of an ordinance. Notwithstanding any provision herein to the contrary, in the event the District is dissolved within one (1) year from the Effective Date, this Agreement automatically terminates upon the effective date of the District's dissolution, without any further action from the Parties and the Parties are relieved of any further rights and obligations under this Agreement.

Signatures Pages to Follow

DRAFT

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: _____

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 _____, 2020 by _____, _____ of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission expires: _____

OWNER SIGNATURE PAGE TO FOLLOW

OWNER:

VEP Lemon Creek, LP,
a Texas limited partnership

By: VEP Lemon Creek GP, LLC,
a Texas limited liability company
Its General Partner

By: _____

Name: _____ Charles Malmberg

Title: _____ Manager

Date: _____

ACKNOWLEDGEMENT

State of Texas

§

§

County of Bexar

§

The foregoing instrument was acknowledged before me this ____ day of _____, 2020 by **Charles Malmberg**.

Notary Public, State of Texas

My Commission expires:_____

EXHIBIT A

FIELD NOTES AND SURVEY MAPS

DRAFT

Exhibit A-1

DESCRIPTION OF THE PROPERTY

82.266 ACRES OUT OF THE JOSE RAMON AROCHA SURVEY NUMBER 171, ABSTRACT NUMBER 24, COUNTY BLOCK 4708, BEXAR COUNTY, TEXAS, BEING THAT SAME CERTAIN TRACT RECORDED IN VOLUME 10722, PAGE 2165 OF THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- BEGINNING: At a found ½" iron rod on the east right of way line of old Fredericksburg Road (60' wide public right of way) having Texas State Plain grid coordinates of N=13,814,478.21 and E=2,072,078.31, South Central Zone, the northeast corner of Lot 1, Block 5, C.B. 4708, MESSIAH LUTHERAN CHURCH I, as recorded in Volume 9655, Page 7 of the Deed and Plat Records of Bexar County, Texas, the east corner of this tract;
- THENCE: North 89°44'48" West (bearings are based on GPS observations, datum is NAD '83) 645.51' with a wire fence to a found ½" iron rod, the northwest corner of Lot 1, a re-entry corner hereof;
- THENCE: South 00°11'09" West 320.67' to a found ½" iron rod an angle point;
- THENCE: South 00°10'41" West 594.79' to a set ½" iron rod stamped "GIBBONS", on the north right of way line of Dietz-Elkhorn Road (60' wide public right of way), the southwest corner of said Lot 1, the southeast corner hereof;
- THENCE: South 89°40'53" West 60.00' with the north right of way line of Dietz-Elkhorn Road to a found ½" iron rod, the southeast corner of Lot 2, Block 5, C.B. 4708, BARNEY CARROLL SUBDIVISION as recorded in Volume 9722, Page 134 of the Deed and Plat records of Bexar County, Texas;
- THENCE: North 00°10'29" East 596.42' to a found ½" iron rod, the northeast corner of Lot 2, a re-entry corner hereof;
- THENCE: North 89°40'31" West 402.59' to a found ½" iron rod stamped "Ford", the northwest corner of said Lot 2, the northeast corner of a 6.09 acre tract in the name of Investo, LP and recorded in Volume 9220, Page 103 of the Real Property Records of Bexar County, Texas, an angle point hereof;
- THENCE: North 75°22'51" West 7.66' with the Investo tract to a found ½" iron rod, an angle point hereof;
- THENCE: South 66°49'23" West 195.26' to a found ½" iron rod stamped "Ford", the east corner of a 4.82 acre tract in the name of Investo, LP and recorded in Volume 11639, Page 1507 of the Real Property Records of Bexar County, Texas, an angle point hereof;

THENCE: With the north line of the Investo 4.82 acre tract, the following:

North 35°53'37" West 447.73' to a found ½" iron rod, an angle point hereof;
North 79°59'50" West 87.94' to a found ½" iron rod, an angle point hereof;
South 15°40'59" West 187.46' to a found ½" iron rod, an angle point hereof;
South 63°18'48" West 367.97' to a found ½" iron rod, an angle point hereof;
South 46°56'51" West 16.77' to a found ½" iron rod on the northeast right of way line of Interstate Highway 10 (300' wide public right of way), the west corner of the Investo tract;

THENCE: North 44°17'10" West 65.40' with the northeast right of way line of I.H. 10 to set 1/2" iron rod stamped "GIBBONS", the south corner of a 30.00 acre tract in the name of Del Baker Family Partnership, Ltd. and recorded in Volume 16357, Page 521 of the Real Property Records of Bexar County, Texas, an angle point hereof;

THENCE: With the east line of the Baker tract, the following:

North 41°21'01" East 674.65' to a found ½" iron rod, the east corner of the Baker tract, a re-entry corner hereof;
North 40°52'31" West 1390.33' to a set ½" iron rod stamped "GIBBONS", an angle point hereof;
North 77°32'30" West 6.98' to a set ½" iron rod stamped "GIBBONS", an angle point hereof;
North 78°49'09" West 542.30' to a set ½" iron rod stamped "GIBBONS", an angle point hereof;
South 70°54'35" West 162.45' to a set ½" iron rod stamped "GIBBONS", the east corner of Lot 1, Block 1, C.B. 4708, ALL ABOUT STORAGE as recorded in Volume 9550, Page 11 of the Deed and Plat Records of Bexar County, Texas, an angle point hereof;

THENCE: North 22°19'08" West at 350.63' pass the northeast corner of said Lot 1 and continuing for a total distance of 762.56' to a point in the approximate center of the Balcones Creek, the north corner of a 1.572 acre tract in the name of Boerne Self Storage and recorded in Volume 12460, Page 1797 of the Real Property Records of Bexar County, Texas, the south line of a tract in the name of Joy Pipe and recorded in Volume 474, Page 453 of the Kendall County Official Records, the west corner of this tract;

THENCE: With a meander line marking the approximate center of the Balcones Creek, with the south line of the Pipe tract and the south line of a tract in the name of Elmer Raymond Elsworth and recorded in Volume 352, Page 165 of the Kendall County Official Records, the north line of Bexar County, the south line of Kendall County, the following:

North 88°19'24" East 618.47', an angle point;
South 55°22'01" East 276.43', an angle point;
South 40°25'14" East 295.14', an angle point;
South 70°32'58" East 413.81', an angle point;
South 80°51'21" East 747.72', an angle point;
South 76°01'01" East 285.15', an angle point;
South 83°23'14" East 240.02', an angle point;
North 69°42'14" East 203.50', an angle point;
North 40°17'14" East 140.43' to a point on the aforementioned west right of way line of

old Fredericksburg Road, the north corner hereof;

THENCE: With the west right of way line of old Fredericksburg Road, the following:

South 56°16'07" East 46.42', an angle point hereof;

South 40°54'46" East 49.86' to a found ½" iron rod, an angle point hereof;

South 23°32'18" East 127.48' to a found ½" iron rod, an angle point hereof;

South 21°44'36" East 565.89' to a found ½" iron rod, an angle point hereof;

South 21°45'19" East 181.86' to a found ½" iron rod, an angle point hereof;

South 17°10'00" East 163.03' to a found ½" iron rod, an angle point hereof;

South 17°28'07" East 52.57' to a found ½" iron rod, an angle point hereof;

South 15°23'18" East 389.17' to the POINT OF BEGINNING of this 82.266 acres (3,583,519 square feet) tract in Bexar County, Texas.

EXHIBIT A-2
LEGAL DESCRIPTION

Exhibit A-2

FIELD NOTES OF A 29.98 ACRE TRACT OF LAND OUT OF THE JOSE RAMON AROCHA SURVEY NO. 171, ABSTRACT NO. 24, BEXAR COUNTY, TEXAS, BEING THAT SAME 30 ACRE TRACT DESCRIBED IN DEED TO DEL D. BAKER, JR. FAMILY PARTNERSHIP, LTD., OF RECORD IN DOCUMENT NO. 20130200517, OFFICIAL PUBLIC RECORDS, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: (BASIS OF BEARING IS TEXAS SOUTH CENTRAL ZONE, NAD83.)

BEGINNING: At a ½" iron rod found with cap stamped "Schwarz" found in the northeast right of way line of Interstate Highway 10 (300 Foot Right of Way), for the south corner of Lot 1, Block 1, County Block 4708, All About Storage Subdivision, according to plat recorded in Volume 9550, Page 11, Deed and Plat Records, Bexar County, Texas, the west corner of This Tract and the POINT OF BEGINNING;

THENCE: N 44°10'59" E, departing the northeast right of way of Interstate 10 with the southeast line of Lot 1 and the northwest line of This Tract, a distance of 298.68 feet to a ½" iron rod found for the east corner of Lot 1, a west corner of an 82.23 Acre Tract described in deed to Eggleston Family Trust Declaration of record in Volume 14959, Page 1276, Official Public Records, Bexar County, Texas, and a northwest corner of This Tract;

THENCE: With the southwest line of the 82.23 Acre Tract and the northeast line of This Tract, the following calls and distances:

N 71°13'54" E, a distance of 163.34 feet to a fence post found for an angle point;

S 78°48'41" E, a distance of 542.00 feet to a fence post found for an angle point;

S 77°32'02" E, a distance of 6.98 feet to a fence post found for an angle point;

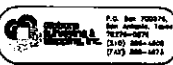
S 40°51'29" E, a distance of 1389.77 feet to a fence post found for a reentrant corner of the 82.23 Acre Tract and the east corner of This Tract;

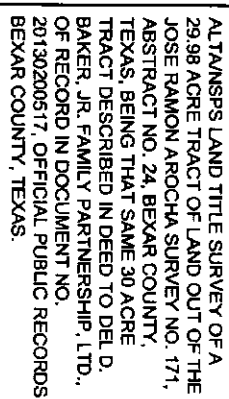
THENCE: S 41°20'59" W, a distance of 674.74 feet to a fence post found in the northeast right of way line of Interstate 10, for a west corner of the 82.23 Acre Tract and the south corner of This Tract;

THENCE: N 44°19'08" W, with the northeast right of way line of Interstate Highway 10 and the southwest line of this Tract, a distance of 1953.39 feet to the POINT OF BEGINNING and containing 29.98 acres of land in Bexar County, Texas, according to a survey on the ground on October 26, 2018, by Rickman Land Surveying.



EXHIBIT B
SURVEY MAP



[illegible]

1. Benefits based on 1940s. Taxes fixed Central Zone (420)

[illegible]

This is to certify that the map and the survey on which it is based were made in accordance with the 2016 Michigan Standard Object Regulations, as amended, and the Survey, L. B. 11, 16 and 17 of the Michigan Legislature, and the Survey, L. B. 11, 16 and 17 of the Idaho Legislature. The baseline was completed on October 26, 2016.

Order of First or Next: November 7, 2016

Revised November 5, 2016, to change who survey is certified to

Revised December 7, 2016, to add sewer line per SAMS blood maps and

Revised, and to change who survey is certified to

Arnold M. Becker, Jr.
Registered Professional Land Surveyor



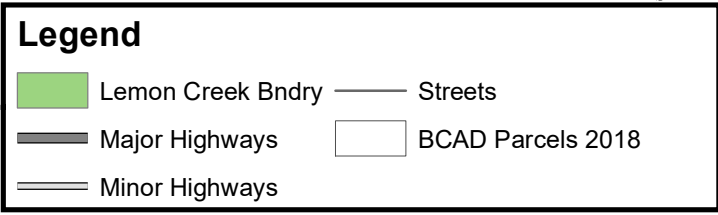
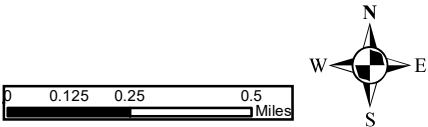
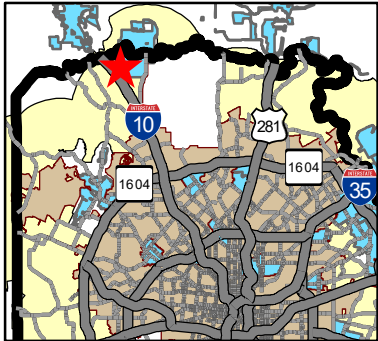
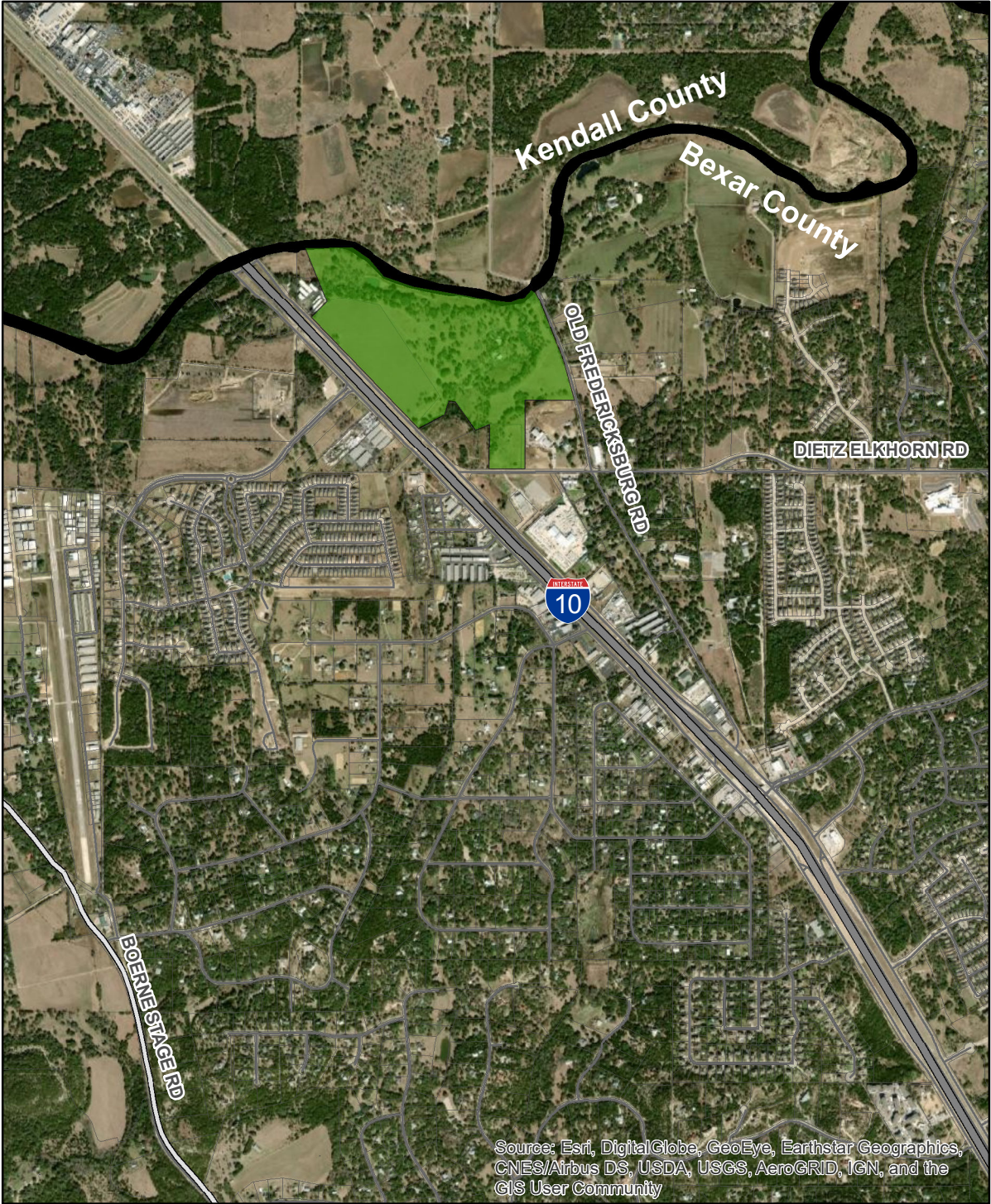
Rickman Land Surveying
4118 Hwy. 100 West Canyon Lake, Texas 76133 Phone (817) 835-9675
www.rickmanlandsurveying.com TRS-LS Firm No. 101816-00

EXHIBIT B

BOUNDARY MAP OF THE DISTRICT

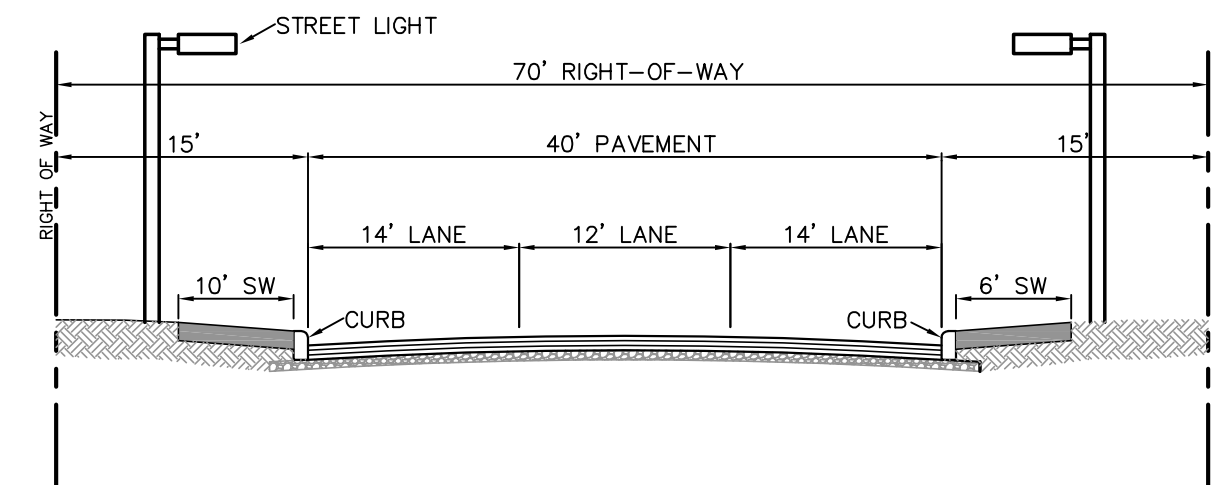
DRAFT

Lemon Creek PID - DRAFT

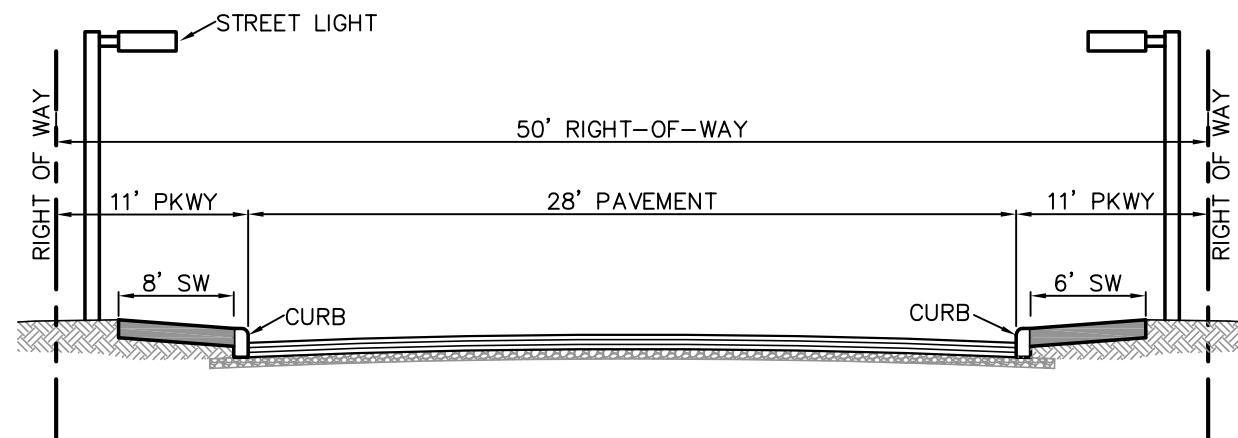


GENERAL NOTES:

1. THE PROPERTY IS OUTSIDE THE CITY LIMITS OF THE CITY OF SAN ANTONIO.
2. PORTION OF PROPERTY IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
3. THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, FROM STATE PLANE COORDINATES ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE.
4. A VARIABLE SIGHT CLEARANCE EASEMENT WILL BE REQUIRED AT CORNER LOTS IF THE INTERSECTION DOES NOT MEET SIGHT DISTANCE REQUIREMENTS AS DEFINED IN THE LATEST VERSION OF AASHTO.
5. SIDEWALKS WILL BE INSTALLED IN THE PUBLIC RIGHT-OF-WAY PER UDC ARTICLE 5, DIVISION. 2: 35-506(a). THE MINIMUM WIDTH OF SIDEWALKS ADJOINING A PLANTING STRIP SHALL BE FOUR (4) FEET IN WIDTH. THE MINIMUM WIDTH OF SIDEWALKS ADJOINING THE CURB SHALL BE SIX (6) FEET IN WIDTH FOR COLLECTORS AND FOUR (4) FEET FOR RESIDENTIAL.
6. ALL STREETS ARE PUBLIC.
7. DEDICATION FOR FUTURE STREET RIGHT-OF-WAY TO BE DETERMINED AT TIME OF PLATTING.
8. STREET TRANSITIONS WILL COMPLY WITH SECTION 35-506(M)(1) OF THE UNIFIED DEVELOPMENT CODE.
9. SEWER SERVICE WILL BE PROVIDED BY SAN ANTONIO WATER SYSTEM.
10. WATER SERVICE WILL BE PROVIDED BY SAN ANTONIO WATER SYSTEM.
11. BICYCLE FACILITIES ARE REQUIRED ON ALL ARTERIALS AND COLLECTORS AS PER UDC
12. THERE ARE NO CITY OF SAN ANTONIO ZONING DISTRICTS WITHIN THE PROPERTY LIMITS.

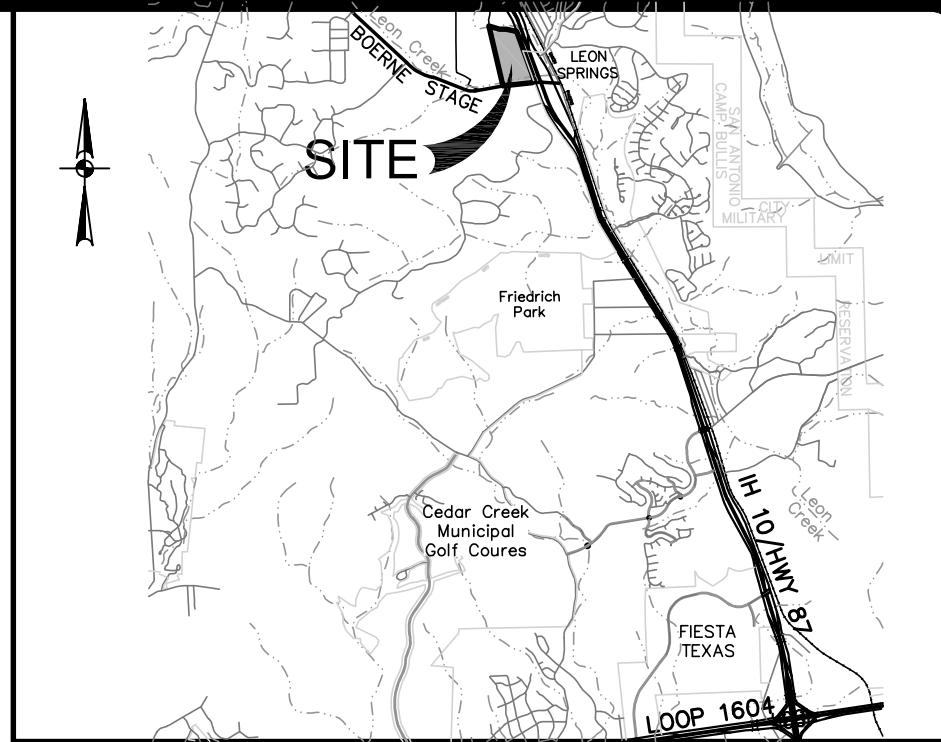


TYPICAL PROPOSED STREET SECTION "A"-"A"
NOT TO SCALE

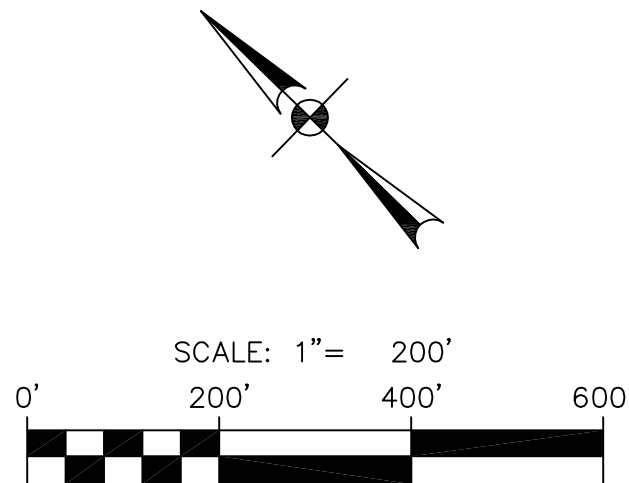


TYPICAL PROPOSED STREET SECTION "B"-"B"
NOT TO SCALE

LAND USE AND DENSITY TABLE							
UNIT	ZONING	LAND USAGE	ACREAGE (GROSS)	OPEN SPACE	ACREAGE (NET)	DEVELOPMENT DENSITY	DWELLING UNITS
1A	N/A	COMMERCIAL	23.03	0.04	22.99	N/A	N/A
1B	N/A	PUBLIC ROAD	1.79	-	1.79	N/A	N/A
1C	N/A	PUBLIC ROAD	2.36	-	2.36	N/A	N/A
2	N/A	COMMERCIAL	36.26	15.23	21.03	N/A	N/A
3	N/A	RESIDENTIAL	13.30	6.06	7.24	4 UNITS / AC (SINGLE-FAMILY)	54
4	N/A	RESIDENTIAL	11.08	3.30	7.78	4 UNITS / AC (SINGLE-FAMILY)	45
5	N/A	MULTI-FAMILY	15.95	2.38	13.57	33 UNITS / AC (MULTI-FAMILY)	527
6	N/A	GARDEN OFFICE	9.37	0.06	9.36	N/A	N/A
7	N/A	GARDEN OFFICE	2.70	1.53	1.17	N/A	N/A
TOTALS:			115.84	28.60	87.29	N/A	626



LOCATION MAP
NOT-TO-SCALE



LEGEND

- MDP BOUNDARY
- EXISTING CONTOURS
- EFFECTIVE (EXISTING) FEMA 1% ANNUAL CHANCE (100-YR) FLOODPLAIN
- UNIT BOUNDARY

LEGAL DESCRIPTION:

29.98 ACRE TRACT OF LAND OUT OF THE JOSE RAMON AROCHA SURVEY NO. 171, ABSTRACT NO. 24, BEAR COUNTY, TEXAS, BEING THAT SAME 30 ACRE TRACT DESCRIBED IN DEED TO DEL D. BAKER, JR. FAMILY PARTNERSHIP, LTD., OF RECORD IN DOCUMENT NO. 20130200517, OFFICIAL PUBLIC RECORDS, BEAR COUNTY, TEXAS; 82.26 ACRES OUT OF THE JOSE RAMON AROCHA SURVEY NUMBER 171, ABSTRACT NUMBER 24, COUNTY BLOCK 4706, BEAR COUNTY, TEXAS, BEING THAT SAME CERTAIN BEAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS.

DATE OF PREPARATION:
April 26, 2019

VALCOR COMMERCIAL REAL ESTATE

PAPE-DAWSON ENGINEERS, INC.

C.O.S.A.

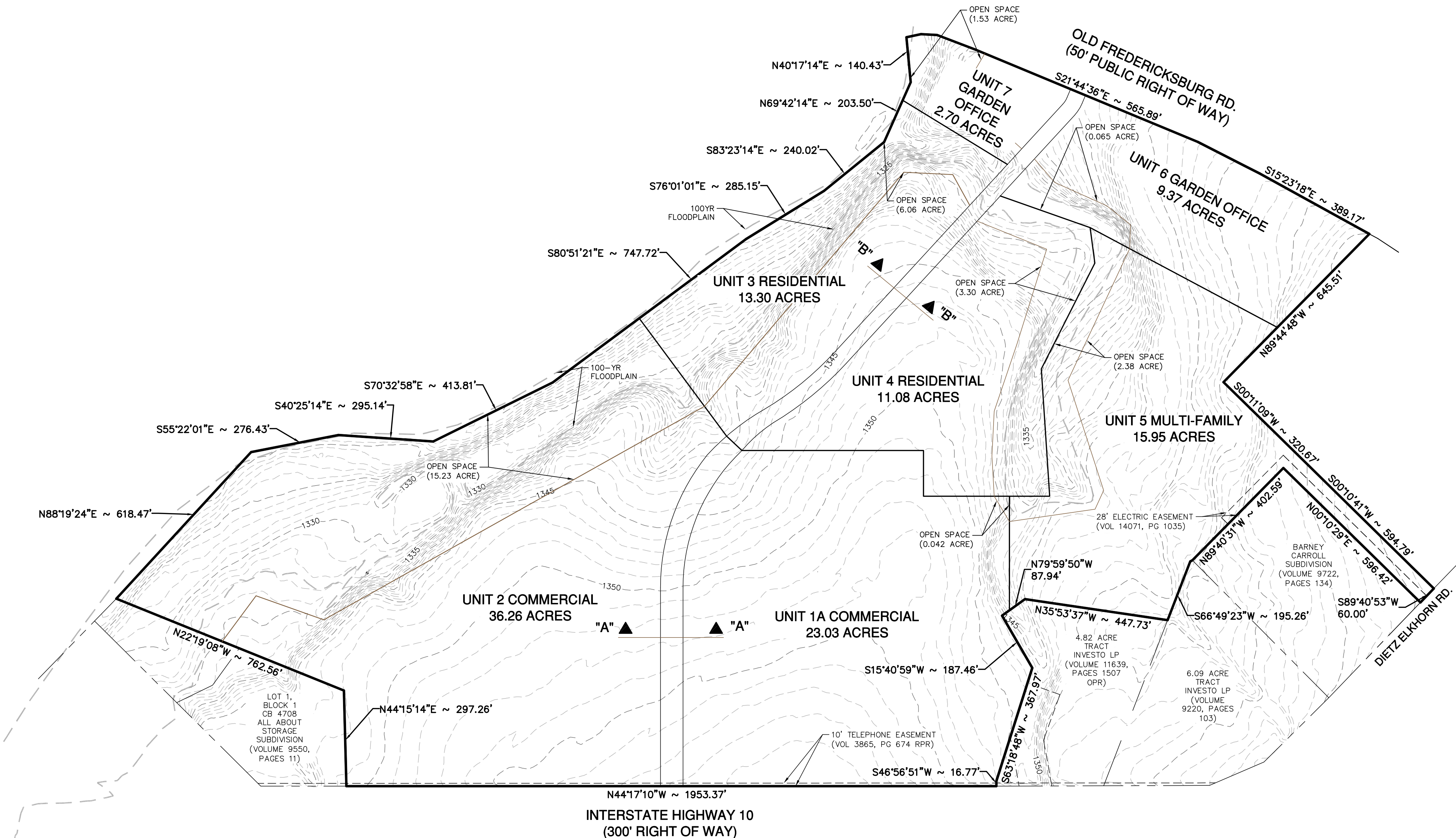
CITY OF SAN ANTONIO
P.O. BOX 839966
SAN ANTONIO, TEXAS 78283

ENGINEER:

PAPE-DAWSON ENGINEERS, INC.
2000 NW LOOP 410
SAN ANTONIO, TEXAS 78213
PHONE: (210) 375-9000
FAX: (210) 375-9010

OWNER / DEVELOPER:

VALCOR COMMERCIAL REAL ESTATE
1723 N LOOP 1604 E, SUITE 204
SAN ANTONIO, TEXAS 78232
PHONE: (210) 828-4242



DATE	
NO.	
REVISION	

PAPE-DAWSON ENGINEERS
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TYPE FIRM REGISTRATION #470 | TBPUS FIRM REGISTRATION #10028800

LEMON CREEK RANCH
SAN ANTONIO, TEXAS
MASTER DEVELOPMENT PLAN

PLAT NO.	-
JOB NO.	11796-00
DATE	APRIL 2019
DESIGNER	ZJ/RD
CHECKED	DRAWN RD
SHEET	C1.00

EXHIBIT C

**PROPOSED INFRASTRUCTURE IMPROVEMENTS AND
PRELIMINARY PROJECT PLAN**

DRAFT

Lemon Creek Ranch

Public Improvements Budget

Description	Estimated Expenses
Land	\$ 2,274,405
Road Concrete	\$ 425,218
Road Electrical	\$ 219,000
Earthwork	\$ 1,777,205
Bridge Crossing	\$ 750,000
Water Quality Basins	\$ 750,000
Deceleration Lanes	\$ 350,000
Landscaping & Irrigation	\$ 2,080,530
Pedestrian Tunnel	\$ 225,000
Retaining Wall	\$ 225,000
Pavement Markings	\$ 31,338
Monuments & Wayfinding	\$ 1,500,000
Public Art	\$ 1,000,000
Storm Sewer	\$ 472,000
Water	\$ 711,741
Sanitary Sewer	\$ 2,773,249
GC General Requirements & Fees	\$ 1,807,667
Low Water Crossing	\$ 892,586
Traffic Signals	\$ 515,794
Park Land (approx. 34.04 acres)	\$ 2,224,174
Park Landscaping Allowance	\$ 3,400,000
Creek Improvements Allowance	\$ 1,000,000
Engineering Estimate	\$ 2,000,000
Architectural Estimate	\$ 750,000
Project Management	\$ 500,000
Legal & Administrative	\$ 250,000
Total	\$ 28,904,906