

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
MEDINA COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Strategic Partnership Agreement (this “Agreement”) is entered into by and between the City of San Antonio, Texas (the “City”) and Medina County Water Control and Improvement District No. 4 (the “District”).

RECITALS

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

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

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

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

WHEREAS, the District encompasses approximately 386.666 acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the “Development”); and

WHEREAS, the City and the District are authorized and desire to enter into this Agreement to establish the terms and conditions upon which the City will annex the land within the District for limited and full purposes; and

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

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

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

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

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

WHEREAS, the Board approved and adopted this Agreement on June 27, 2023, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; including Section 43.0751 and Section 43.9051(c) of the Texas Local Government Code; and

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

WHEREAS, the City Council approved and adopted this Agreement on _____, 2024, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

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

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

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

**ARTICLE I.
RECITALS AND DEFINITIONS**

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

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

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

Board means the Board of Directors of the District.

City Council means the City Council of the City.

City Manager means the City Manager of the City or his/her designee.

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

Director means the City's Director of Planning or his/her successor.

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

Effective Date means the date the City ordinance approving this Agreement is effective, which date is _____, 202__.

Full Purpose Annexation Date means the Conversion Date.

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

Limited Purpose Annexation means annexation by the City for the limited purposes of imposing and collecting sales and use taxes within such areas in accordance with the Act.

Original Limited Purpose Property means that Land designated as commercial as depicted on **Exhibit C** and more fully described on **Exhibit D** attached to this Agreement.

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

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

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

Section 2.2 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Medina County, Texas.

Section 2.3 Limited Purpose Annexation of Original Limited Purpose Property. The Parties agree that the City may annex the Original Limited Purpose Property for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the “Tax Code”) to be imposed by the City on sales consummated within the Original Limited Purpose Property. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Original Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Original Limited Purpose Property following the first plat application for property within the area identified as commercial on **Exhibit C**. The District shall notify the City within 10 days of the first plat application identified as commercial. Moreover, within 10 days of filing a plat application for commercial property, the District shall provide the City with a metes and bounds legal description of the commercial property the subject of the plat application.

Section 2.4 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 the Agreement. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Additional Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The District shall notify the Director within 10 days of amending **Exhibit C**.

Section 2.5 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, the Original Limited Purpose Property and Additional Limited Purpose Property, 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 Revenues”).

Section 2.6 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. Such consent shall bind the District.

Section 2.7 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election.

ARTICLE III. TAXATION

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

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

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

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

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

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

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

Section 3.8 Commercial Activity Quarterly Reports. The District shall provide four (4) reports ("Quarterly Reports") each year to the City on the status of businesses in the District to facilitate budgetary planning in connection with anticipated Sales and Use Tax Revenues. Quarterly Reports shall include any changes to any commercial operation during the previous quarter and details including business location, use/type, and name.

The District's Quarterly Reports shall be submitted to the Director of the City's Planning Department and shall begin the quarter following the first plat application for property within the area identified as commercial on Exhibit C. Thereafter, Quarterly Reports shall be submitted to the Director of the City's Planning Department as follows:

- 1) for the period from January 1 to March 31, such Quarterly Report shall be due on or before May 1;
- 2) for the period from April 1 to June 30, such Quarterly Report shall be due on or before July 31;
- 3) for the period from July 1 to September 30, such Quarterly Report shall be due on or before October 31; and
- 4) for the period from October 1 to December 31, such Quarterly Report shall be due on or before January 31 of the following year.

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 The City agrees that it will not annex or attempt to annex the District property for full purposes until on or after December 31, 2052. When the land located within the District is annexed for full purpose annexation status in accordance with this Agreement and as provided by 43.0751 of the Texas Local Government Code, the conversion may be affected by City Council adoption of an ordinance incorporating the Land within full purpose city limits. Except as set out in this Agreement, no additional procedural, or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

Section 4.2 The District acknowledges that the City may annex the District property for full purposes on or after the Full Purpose Annexation Date pursuant to the terms of the Agreement without the need for further action by the governing body of the municipality, including the

procedures prescribed by Subchapters C-3, C-4, and C-5 of Chapter 43 of the Texas Local Government Code.

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

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

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

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

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

ARTICLE V. TERM

Section 5.1 This Agreement commences and binds the Parties on the Effective Date and continues until such time the City has annexed the Land for full purposes and the District is dissolved in accordance with Chapter 49 and 51 of the Texas Water Code; or the City may unilaterally terminate this Agreement for convenience, with 90 days' written notice to the District.

Section 5.2 After the Effective Date, the City will record this Agreement in the Official Public Records of both Bexar and Medina County, Texas, and the terms of this Agreement will constitute covenants running with the land comprising the Land and will become binding on each current and future owner of any land included within the Land. If, in the future, additional property is annexed to the District, then, upon the effective date of such annexation, the terms of this

Agreement will become applicable to that additional property in the same manner and to the same extent as if the additional property had originally been included within the Land.

**ARTICLE VI.
DISTRICT ASSETS, LIABILITIES, AND OBLIGATIONS**

Section 6.1. Transfer of Certain Easements and Real Property to City. Within 90 days after the Conversion Date, the District will convey to the City, at no cost to the City, any real property and/or easements owned or held by the District. All conveyances will be by appropriate instrument, acceptable in form and substance to the City and the District. If any necessary transfer of title is not accomplished, for any reason, by the Conversion Date, the District agrees that the City is authorized to finalize such conveyances as the District's successor-in-interest.

Section 6.2. Limitation on Debt. The District may not incur any debt, liability, or other obligation that extends beyond December 31, 2055, without the prior approval of the City, which shall not be unreasonably withheld.

**ARTICLE VII.
BREACH, NOTICE AND REMEDIES**

Section 7.1. Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as detailed in Section 8.1 of this Agreement, to the breaching Party that describes the breach in reasonable detail.

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

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

ARTICLE VIII.

ADDITIONAL PROVISIONS

Section 8.1 Notices. Any notices, certifications, approvals, or other communications (a “Notice”) required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address . If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 8.2.

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

To the District: Medina County Water Control and Improvement District No. 4
c/o Allen Boone Humphries Robinson LLP
919 Congress Avenue, Suite 1500
Austin, Texas 78701
Attn: Ryan Harper

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

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

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

been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 8.5 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

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

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

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

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

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

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

Section 8.12 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities, or rights, except as specifically waived pursuant in

this Section 8.12. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other party to pursue the remedies available under this Agreement. Nothing in this Section 8.12 shall waive any claims, defenses, or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

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

- Exhibit A Depiction of the Development
- Exhibit B Legal Description of the Development
- Exhibit C Depiction of the Limited Purpose Property
- Exhibit D Legal Description of the Limited Purpose Property
- Exhibit E Service Plan

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

Section 8.15 Entire Agreement. This Agreement constitutes the final and entire agreement between the Parties hereto regarding the subject matter hereof and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Section 8.9. (Amendment).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

CITY OF SAN ANTONIO, TEXAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2024 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: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: _____

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF MEDINA COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4 ON _____, 20__.

MEDINA COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 4

By: _____

Printed Name: _____

Title: President, Board of Directors

STATE OF TEXAS §

COUNTY OF MEDINA §

This instrument was acknowledged before me on _____, 20__, by _____, the President, Board of Directors of the Medina County Water Control and Improvement District No. 4 on behalf of the district.

Notary Public, State of Texas

Exhibit A to Strategic Partnership Agreement

Depiction of the Development

Exhibit B to Strategic Partnership Agreement

Legal Description of the Development

LEGAL DESCRIPTION

FIELD NOTES FOR A 386.666 ACRE TRACT OF LAND IN THE JOSE JACINTO GONZALES SURVEY 255, ABSTRACT NO. 408, AND THE BERIANA SANDOVAL SURVEY 40, ABSTRACT NO. 840, MEDINA COUNTY, TEXAS, BEING ALL OF A CALLED 177.28 ACRE TRACT OF LAND AS CONVEYED UNTO TAUNA R. WILTZ IN VOLUME 690, PAGE 494 OF THE OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS, ALL OF A CALLED 58.588 ACRE TRACT OF LAND (TRACT 5) AS CONVEYED UNTO ROSALIE J. KAIL IN VOLUME 295, PAGE 857 OF THE DEED RECORDS OF MEDINA COUNTY, TEXAS, ALL OF A CALLED 116.2 ACRE TRACT OF LAND AS CONVEYED UNTO CHRIS RANDAL SCHUCHART IN VOLUME 106, PAGE 705 OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, AND A PORTION OF THE REMAINING PORTION OF A CALLED 285.71 ACRE TRACT OF LAND AS CONVEYED UNTO CHRIS SCHUCHART IN DOCUMENT NUMBER 2019007792 OF THE PUBLIC RECORDS OF MEDINA COUNTY, TEXAS; SAID 386.666 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point of the curvilinear west right-of-way line of Farm-to-Market (F.M.) Road 471 (R.O.W. ~ 80') a shown on the Texas Department of Transportation Right-of-way retracement map dated 12/17/2004 at the common corner of said 177.28 acre tract and a called 58.588 acre tract of land (Tract 4) as conveyed unto Millard G. Schuchart in the aforementioned Volume 295, Page 857, for the easterly northeast corner and **POINT OF BEGINNING** of the herein described tract:

THENCE, coincident with the common line of said west right-of-way, the 177.28 acre tract and the aforementioned 58.588 acre tract (Tract 5) the following three (3) courses:

- 1) Curving to the left, with a radius of 612.96 feet, an arc length of 22.15 feet, a central angle of $02^{\circ}04'13''$, a chord bearing of $S\ 05^{\circ}52'13''\ W$, and a chord distance of 22.15 feet to a calculated point for a point of tangency of the herein described tract;
- 2) $S\ 04^{\circ}50'07''\ W$, a distance of 1,545.14 feet to a calculated point for an angle point of the herein described tract;
- 3) $S\ 06^{\circ}01'04''\ W$, a distance of 851.43 feet to a calculated point at the common corner of said Tract 5 and Rio Medina Estates as recorded in Volume 4, Pages 32-33 of the Plat Records of Medina County, Texas, for the easterly southeast corner of the herein described tract;

THENCE, S 89°33'31" W, departing said common line, coincident with the common line of Tract 5 and said Rio Medina Estates, a distance of 2,280.86 feet to a calculated point on the east line of the aforementioned 116.2 acre tract at the common corner of Tract 5 and Rio Medina Estates, for a re-entrant corner of the herein described tract:

THENCE, S 00°52'29" W, coincident with the common line of Rio Medina Estates and said 116.2 acre tract, a distance of 1,109.01 feet to a calculated point on the north line of a called 114.675 acre tract of land conveyed unto Randall Allen Haby and described in Volume 241, Page 85 of the Official Public Records of Medina County, Texas, at the common corner of the 116.2 acre tract and Rio Medina Estates, for the southerly southeast corner of the herein described tract:

THENCE, S 89°29'24" W, coincident with the common line of the 116.2 acre tract, said 114.675 acre tract, the aforementioned remaining portion of the 285.71 acre tract, a called 47.175 acre tract of land as conveyed unto Newcity Communications of SA, Inc in Volume 108, Page 281 of the Official Public Records of Medina County, Texas and a called 375.53 acre tract of land as conveyed unto Linda Haby Wurzbach in Volume 758, Page 1132 of the Official Records of Medina County, Texas, a distance of 3,060.72 feet to a calculated point for the southwest corner of the herein described tract;

THENCE, departing said common line, over and across said remaining portion of the 285.71 acre tract the following six (6) courses:

- 1) N 21°29'40" E, a distance of 410.53 feet to a calculated point for an angle point of the herein described tract;
- 2) N 77°53'57" E, a distance of 1,305.08 feet to a calculated point for an angle point of the herein described tract;
- 3) N 10°39'31" E, a distance of 597.05 feet to a calculated point for an angle point of the herein described tract;
- 4) N 07°19'17" W, a distance of 1,014.63 feet to a calculated point for an angle point of the herein described tract;
- 5) N 58°37'44" W, a distance of 713.48 feet to a calculated point for an angle point of the herein described tract;
- 6) N 28°45'29" E, a distance of 957.02 feet to a calculated point on the common line of the remaining portion of the 285.71 acre tract and the aforementioned 116.2 acre tract, for an angle point of the herein described tract;

THENCE, N 09°48'15" W, coincident with the common line of the remaining portion of 285.71 acre tract and said 116.2 acre tract, a distance of 937.08 feet to a calculated point on the southeast right-of-way line of County Road (C.R.) 371, (R.O.W. ~ varies), no reference found,

at the common corner of the remaining portion of the 285.71 acre tract and the 116.2 acre tract, for an angle point of the herein described tract;

THENCE, N 31°22'00" E, coincident with the common line of said 116.2 acre tract and said right-of-way, a distance of 510.54 feet to a calculated point at the southwest end of the cutback line from the south right-of-way line of F.M. 1283, (R.O.W. ~ varies, 100' min.) as shown on the Texas Department of Transportation Right-of-way Retracement Map dated 3/30/2005, for an angle point of the herein described tract:

THENCE, N 75°12'03" E, coincident with the common line of said cutback and the 116.2 acre tract, a distance of 146.97 feet to a calculated point on the curvilinear south right-of-way line of said F.M. 1283, at the beginning of a non-tangent curve for an angle point of the herein described tract;

THENCE, coincident with the common line of said right-of-way, the 116.2 acre tract and the aforementioned 177.28 acre tract the following three (3) courses:

- 1) Curving to the left, with a radius of 1,969.64 feet, an arc length of 1,538.16 feet, a central angle of 44°44'39", a chord bearing of S 84°46'27" E, and a chord distance of 1,499.37 feet to a calculated point at the end of this curve;
- 2) N 70°56'40" E, a distance of 300.17 feet to a calculated point, for an angle point of the herein described tract:
- 3) N 72°51'16" E, a distance of 930.81 feet to a calculated point, at the common corner of said 177.28 acre tract and the aforementioned 58.588 acre tract (Tract 4), for the northeast corner of the herein described tract:

THENCE, departing said common line, coincident with the common line of the 177.28 acre tract and said Tract 4, the following three (3) courses:

- 1) S 02°38'00" E, a distance of 673.15 feet to a calculated point for an angle point of the herein described tract:
- 2) S 49°26'10" E, a distance of 1,241.45 feet to a calculated point for an angle point of the herein described tract:
- 3) S 83°25'00" E, a distance of 435.47 feet to the **POINT OF BEGINNING** and containing 386.666 acres of land, more or less.

This description was prepared under 22 Texas Annotated Code 663.21 and reflects the results of the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

The Basis of Bearing recited herein is the Texas State Plane Coordinate System, South Central Zone, NAD 83. An exhibit plat was prepared on conjunction with this description.



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Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490

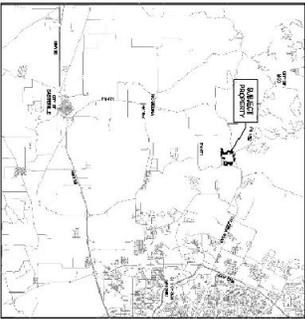
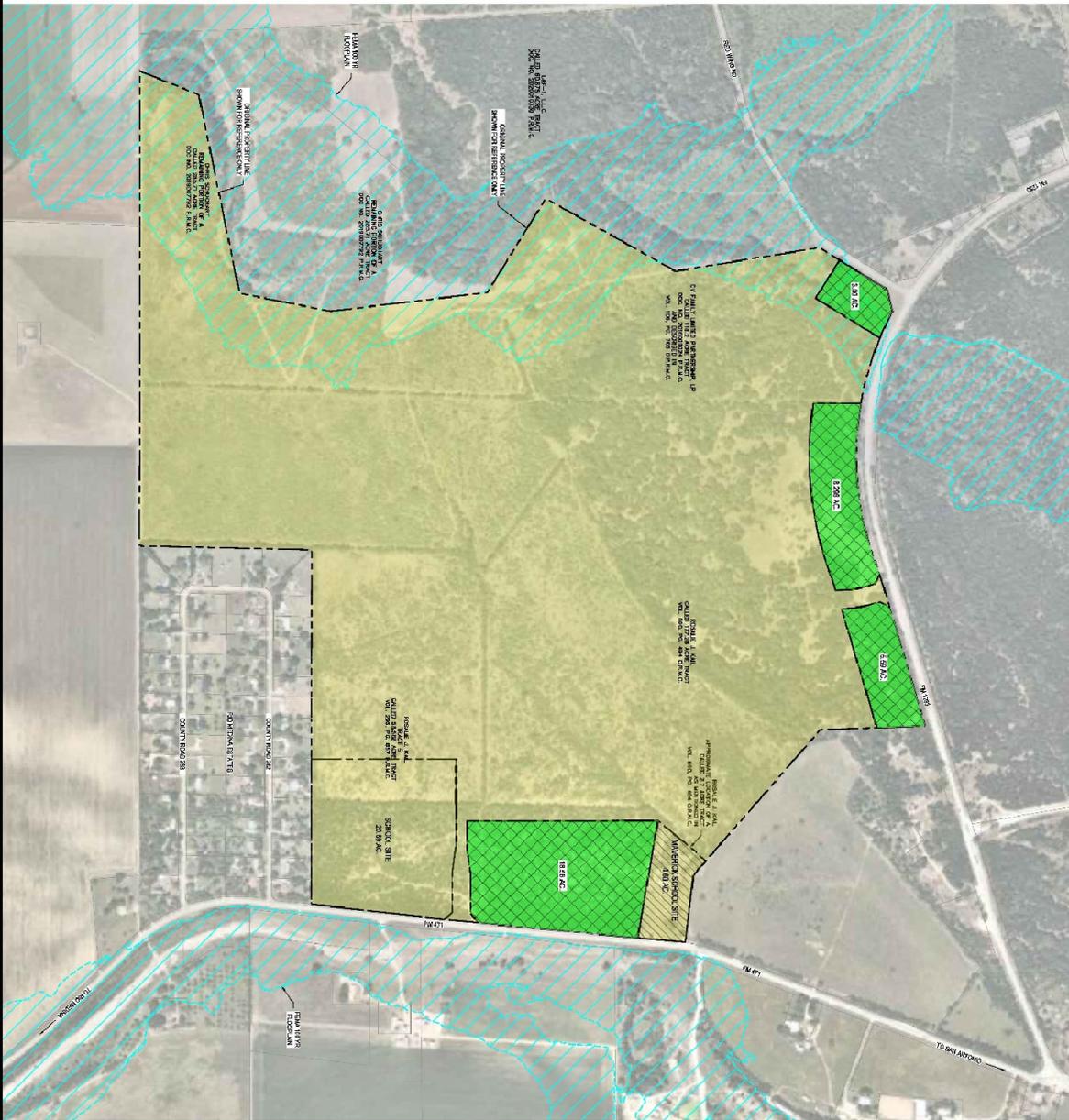


3/19/2021

Date

Date: March 29, 2021
Project Number: 8439-00

Exhibit C to Strategic Partnership Agreement
Depiction of the Limited Purpose Property



NOT FOR CONSTRUCTION

FIG. 3.0

This document is prepared for the use of the client and is not to be used for any other purpose without the written consent of the engineer. The engineer is not responsible for any errors or omissions in this document.

DATE: 2/25/2023
DRAWN BY: TROGANAW
CHECKED BY: TROGANAW
SCALE: AS SHOWN

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SCALE: AS SHOWN

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DRAWN BY: TROGANAW
CHECKED BY: TROGANAW
SCALE: AS SHOWN



BGE, INC.
7000 SHAWWOOD DRIVE, SUITE 100
DALLAS, TEXAS 75226
TEL: 972.962.8800
WWW.BGE.COM

DATE: 2/25/2023
DRAWN BY: TROGANAW
CHECKED BY: TROGANAW
SCALE: AS SHOWN

DATE: 2/25/2023
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SCALE: AS SHOWN

DATE: 2/25/2023
DRAWN BY: TROGANAW
CHECKED BY: TROGANAW
SCALE: AS SHOWN

Exhibit D to Strategic Partnership Agreement
Legal Description of the Limited Purpose Property

DESCRIPTION OF 18.564 ACRE TRACT OF LAND

FIELD NOTES FOR A 18.564 ACRE TRACT OF LAND IN THE JOSE JACINTO GONZALES SURVEY 255, ABSTRACT NO. 408, MEDINA COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 177.258 ACRE TRACT OF LAND (TRACT 1) AND THE REMAINING PORTION OF A CALLED 58.588 ACRE TRACT OF LAND (TRACT 2) AS CONVEYED UNTO THE KAIL FAMILY PARTNERSHIP, LP IN DOCUMENT NUMBER 2021011158 OF THE OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS; SAID 18.564 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the west right-of-way line of Farm-to-Market (F.M.) Road 471 (R.O.W. ~ 80') as shown on the Texas Department of Transportation (TxDOT) Right-of-way retracement map dated 2004, at the common corner of the remaining portion of said 58.588 acre tract and a called 203.453 acre tract of land as conveyed unto Forestar (USA) Real Estate Group, Inc. in Document Number 2022002034 of the Official Records of Medina County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a TxDOT Type II right-of-way monument found at an angle point in said right-of-way bears S 05° 25' 38" W, a distance of 231.56 feet;

THENCE, departing said right-of-way line, coincident with the common line of the remaining portion of the 58.588 acre tract and said 203.453 acre tract, the following four (4) courses:

- 1) S 47° 41' 27" W, a distance of 74.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 89° 57' 16" W, a distance of 251.37 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 3) S 80° 59' 37" W, a distance of 160.51 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 4) S 89° 57' 16" W, a distance of 191.55 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwest corner of the herein described tract;

THENCE, N 00° 02' 44" W, continuing coincident with said common line, passing at a distance of 98.22 feet the common corner of the remaining portion of the 58.588 acre tract and a remainder of the aforementioned 177.258 acre tract and continuing coincident with the common line of a remainder of said 177.258 acre tract and the 203.453 acre tract a total distance of 1,228.72 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the northwest corner of the herein described tract;

THENCE, S 80° 08' 52" E, continuing coincident with said common line, a distance of 765.58 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the aforementioned east right-of-way line of F.M. 471 at the common corner of a remaining portion to the 177.258 acre tract and the 203.453 acre tract for the northeast corner of the herein described tract, from which a 5/8-inch iron rod found at the northeast corner of the 203.453 acre tract bears N 05° 25' 38" E, a distance of 286.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve and, curving to the right, with a radius of 612.96 feet, an arc length of 19.72 feet, a central angle of 01° 50' 35", a chord bearing of N 06° 50' 35" E, and a chord distance of 19.71 feet:

THENCE, S 05° 25' 38" W, coincident with the common line of a remainder of the 177.258 acre tract and said right-of-way, passing at a distance of 1,005.73 feet the common corner of a remainder of the 177.258 acre tract and the remaining portion of the aforementioned 58.588 acre tract and continuing coincident with the common line of the remaining portion of said 58.588 acre tract and said right-of-way, a total distance of 1,027.03 feet to the **POINT OF BEGINNING** and containing 18.564 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc. and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, South Central Zone, NAD 83. A sketch with like job number and date was prepared in conjunction with this metes and bounds description.



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San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



Field Work Completed: March 9, 2023
Project Number: 11926-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MILLARD G. SCHUCHART
TRACT 4
CALLED 58.588 ACRE TRACT
VOL. 295, PG. 857 D.R.M.C.

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	19.72'	612.96'	1°50'35"	N 06°18'25" E	19.71'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 47°41'27" W	74.01'
L2	S 89°57'16" W	251.37'
L3	S 80°59'37" W	160.51'
L4	S 89°57'16" W	191.55'

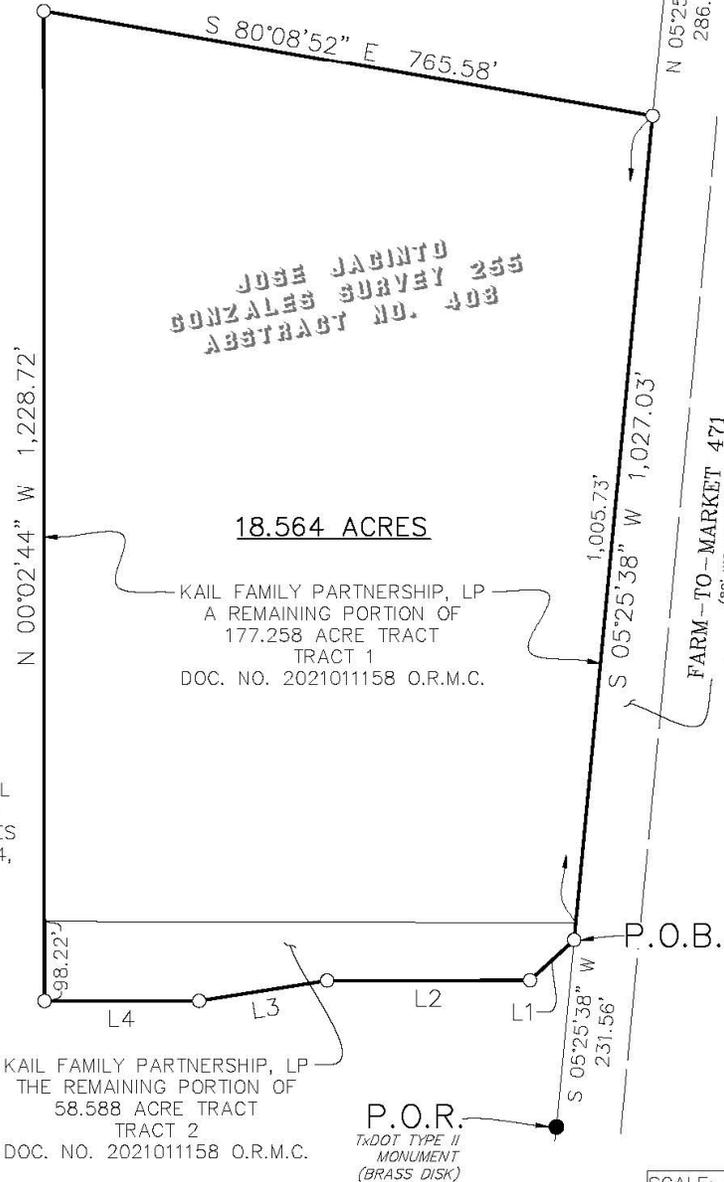
LEGEND

- DOC. DOCUMENT
- ESMT. EASEMENT
- NO. NUMBER
- O.R.M.C. OFFICIAL RECORDS OF MEDINA COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/ "BGE INC" CAP

FORESTAR (USA) REAL ESTATE GROUP, INC
CALLED 203.453 ACRES
DOC. NO. 2022002034,
O.R.M.C.



BEARING BASIS:
BEARING ORIENTATION IS BASED
ON THE TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH
CENTRAL ZONE, NAD83.



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Tel: 210-581-3600 • www.bgeinc.com
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SCALE: 1"=200'

SHEET **3**

OF 3

DESCRIPTION OF 5.593 ACRE TRACT OF LAND

FIELD NOTES FOR A 5.593 ACRE TRACT OF LAND IN THE JOSE JACINTO GONZALES SURVEY 255, ABSTRACT NO. 408, MEDINA COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 177.258 ACRE TRACT OF LAND (TRACT 1) AS CONVEYED UNTO THE KAIL FAMILY PARTNERSHIP, LP IN DOCUMENT NUMBER 2021011158 OF THE OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS; SAID 5.593 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found on the south right-of-way line of Farm-to-Market (F.M.) Road 1283 (R.O.W. ~ varies, 100' min) as shown on the Texas Department of Transportation Right-of-way retracement map dated 2005, at the common corner of a remainder of said 177.258 acre tract and a called 58.588 acre tract of land (Tract 4) as conveyed unto Millard G. Schuchart in Volume 295, Page 857 of the Deed Records of Medina County, Texas, for the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 02° 05' 02" E, departing said right-of-way line, coincident with the common line of a remainder of the 177.258 acre tract and said 58.588 acre tract, a distance of 309.82 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a remainder of the 177.258 acre tract and a called 203.453 acre tract of land as conveyed unto Forestar (USA) Real Estate Group, Inc in Document Number 2022002034 of the Official Records of Medina County, Texas, for the southeast corner of the herein described tract;

THENCE, departing said common line, coincident with the common line of a remainder of the 177.258 acre tract and said 203.453 acre tract the following five (5) courses:

- 1) S 73° 26' 55" W, a distance of 800.53 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southwest corner of the herein described tract;
- 2) N 01° 36' 48" W, a distance of 35.94 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;
- 3) Curving to the left, with a radius of 706.70 feet, an arc length of 182.59 feet, a central angle of 14° 48' 11", a chord bearing of N 10° 13' 48" W, and a chord distance of 182.08 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;
- 4) N 15° 44' 02" W, a distance of 34.31 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;

- 5) N 28° 51' 27" E, a distance of 71.21 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the aforementioned south right-of-way of F.M. 1283 at the common corner of a remainder of the 177.258 acre tract and the 203.453 acre tract for the northwest corner of the herein described tract, from which a TxDOT Type II right-of-way monument found at an angle point in said right-of-way line bears S 73° 26' 55" W, a distance of 135.90 feet;

THENCE, N 73° 26' 55" E, coincident with the common line of a remainder of the 177.258 acre tract and said right-of-way, a distance of 797.42 feet to the **POINT OF BEGINNING** and containing 5.593 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc. and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, South Central Zone, NAD 83. A sketch with like job number and date was prepared in conjunction with this metes and bounds description.



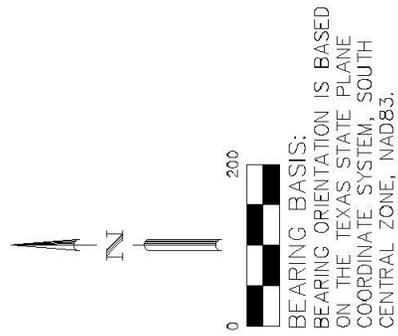
Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPLS Licensed Surveying Firm No. 10194490



Field Work Completed: March 9, 2023
Project Number: 11926-00

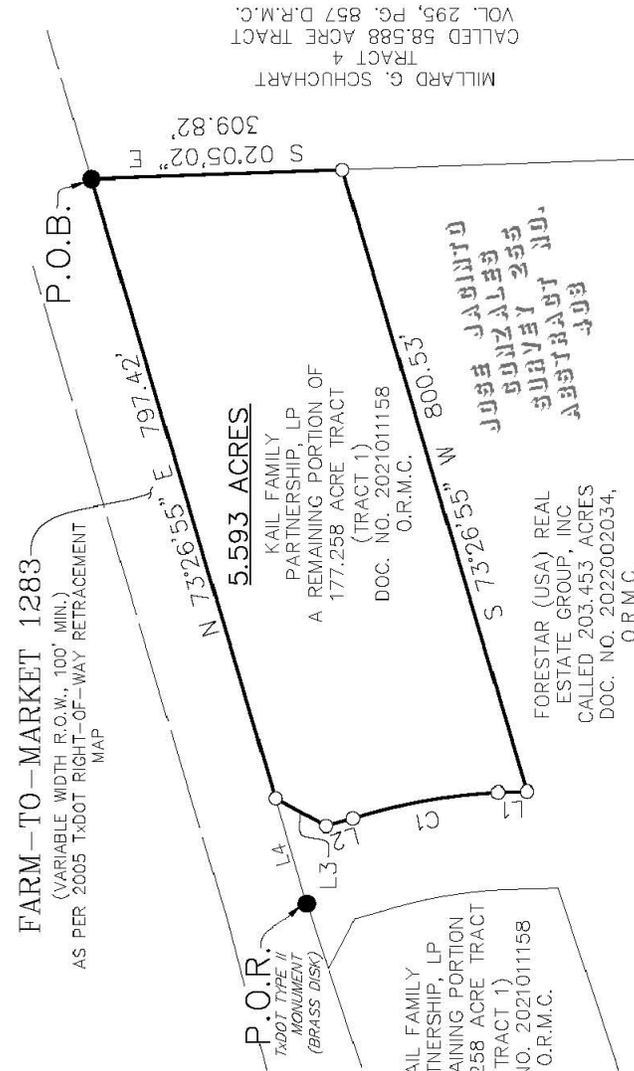
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SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

- DOC. DOCUMENT
- D.R.M.C. DEED RECORDS OF MEDINA COUNTY
- ESMT. EASEMENT
- NO. NUMBER
- O.R.M.C. OFFICIAL RECORDS OF MEDINA COUNTY
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.R. POINT OF REFERENCE
- R.O.W. RIGHT-OF-WAY
- VOL. VOLUME
- FOUND 5/8" IRON ROD (UNLESS OTHERWISE NOTED)
- SET 1/2" IRON ROD W/ "BGE INC." CAP



CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	182.59'	706.70'	14°48'11"	N 10°13'48" W	182.08'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 01°36'48" W	35.94'
L2	N 15°44'02" W	34.31'
L3	N 28°51'27" E	71.21'
L4	S 73°26'55" W	135.90'

SCALE: 1"=100"
SHEET 3
OF 3

BGE, Inc.
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TBPELS Licensed Surveying Firm No. 10194490

DESCRIPTION OF 8.298 ACRE TRACT OF LAND

FIELD NOTES FOR A 8.298 ACRE TRACT OF LAND IN THE JOSE JACINTO GONZALES SURVEY 255, ABSTRACT NO. 408, MEDINA COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 177.258 ACRE TRACT OF LAND (TRACT 1) AS CONVEYED UNTO THE KAIL FAMILY PARTNERSHIP, LP IN DOCUMENT NUMBER 2021011158 OF THE OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS; SAID 8.298 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a cap stamped "BGE INC" set on the curvilinear south right-of-way line of Farm-to-Market (F.M.) Road 1283 (R.O.W. ~ varies, 100' min) as shown on the Texas Department of Transportation Right-of-way retracement map dated 2005, at the common corner of a remainder of said 177.258 acre tract and a called 221.961 acre tract of land as conveyed unto Forestar (USA) Real Estate Group, Inc, in Document Number 2022002036 of the Official Records of Medina County, Texas, at the beginning of a non-tangent curve for the northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, curving to the left, coincident with the common line of a remainder of the 177.258 acre tract and said right-of-way, with a radius of 1,969.64 feet, an arc length of 907.60 feet, a central angle of 26° 24' 06", a chord bearing of N 86° 38' 58" E, and a chord distance of 899.59 feet to a Texas Department of Transportation (TxDOT) Type II right-of-way monument found at the end of this curve of the herein described tract;

THENCE, N 71° 32' 22" E, continuing coincident with said common line, a distance of 216.02 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the common corner of a remainder of the 177.258 acre tract and a called 203.453 acre tract of land as conveyed unto Forestar (USA) Real Estate Group, Inc. in Document Number 2022002034 of the Official Records of Medina County, Texas, for the northeast corner of the herein described tract, from which a TxDOT Type II right-of-way monument found at an angle point in said right-of-way line bears N 71° 32' 22" E, a distance of 84.15 feet;

THENCE, departing said common line, coincident with the common line of a remainder of the 177.258 acre tract and said 203.453 acre tract the following six (6) courses:

- 1) S 62° 05' 50" E, a distance of 69.01 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for an angle point of the herein described tract;
- 2) S 15° 44' 02" E, a distance of 33.54 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the beginning of a non-tangent curve of the herein described tract;

- 3) Curving to the right, with a radius of 586.70 feet, an arc length of 152.26 feet, a central angle of 14° 52' 11", a chord bearing of S 10° 22' 54" E, and a chord distance of 151.84 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve of the herein described tract;
- 4) S 01° 36' 48" E, a distance of 69.19 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southeast corner of the herein described tract;
- 5) S 71° 32' 22" W, a distance of 225.47 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the beginning of a non-tangent curve of the herein described tract;
- 6) Curving to the right, with a radius of 2,269.64 feet, an arc length of 1,001.70 feet, a central angle of 25° 17' 14", a chord bearing of S 85° 57' 42" W, and a chord distance of 993.59 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the east line of the aforementioned 221.961 acre tract at the common corner of a remainder of the 177.258 acre tract and the 203.453 acre tract at the end of this curve for the southwest corner of the herein described tract;

THENCE, N 00° 29' 58" E, coincident with the common line of a remainder of the 177.258 acre tract and said 221.961 acre tract, a distance of 303.50 feet to the **POINT OF BEGINNING** and containing 8.298 acres of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc. and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, South Central Zone, NAD 83. A sketch with like job number and date was prepared in conjunction with this metes and bounds description.

Dion P. Albertson

Dion P. Albertson RPLS No. 4963

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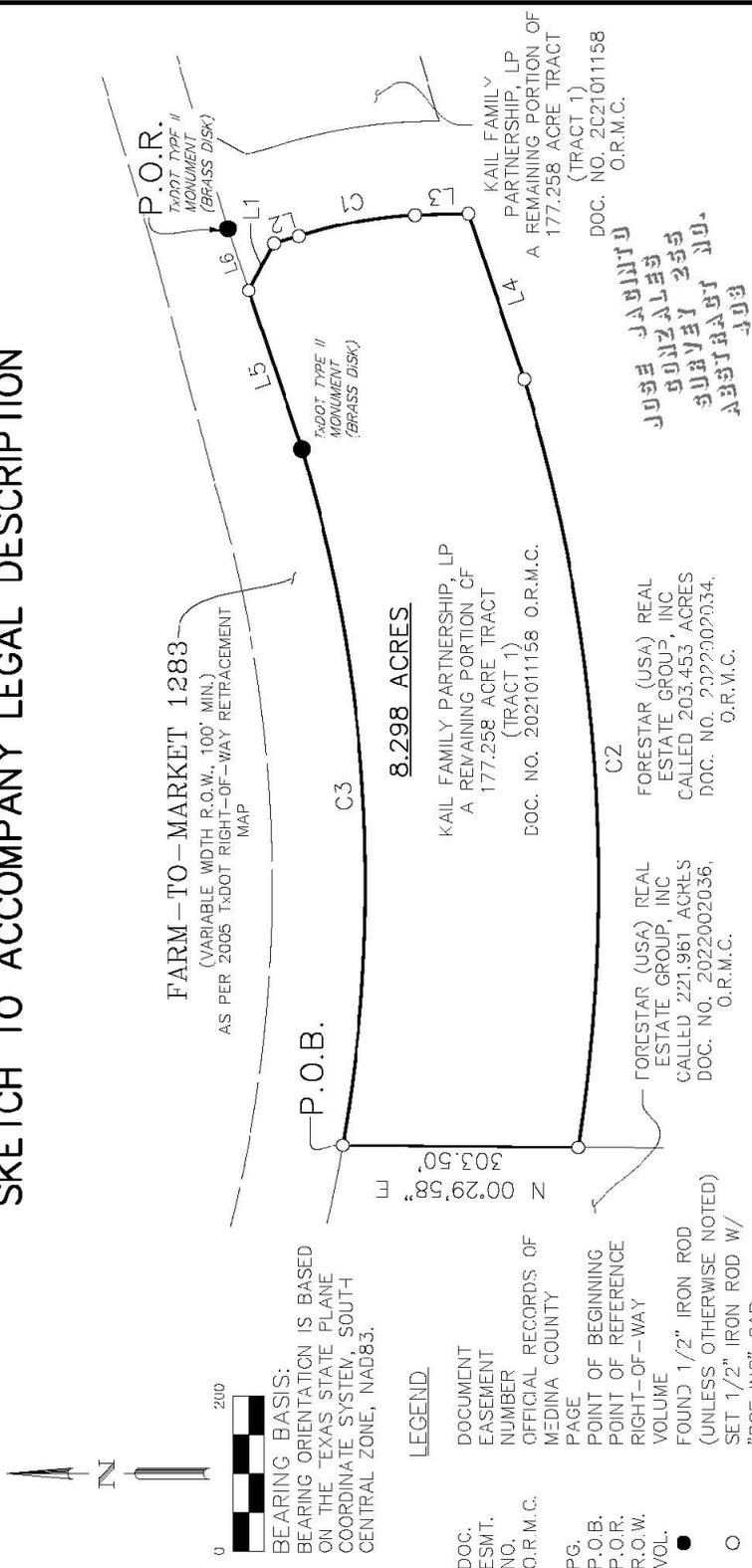
TBPLS Licensed Surveying Firm No. 10194490



Field Work Completed: March 9, 2023

Project Number: 11926-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NUMBER	BEARING	DISTANCE
L1	S 62°05'50" F	69.01'
L2	S 15°41'02" E	33.54'
L3	S 01°36'48" E	69.19'
L4	S 71°32'22" W	225.47'
L5	N 71°32'22" E	216.02'
L6	S 71°32'22" W	84.15'

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	152.26'	586.70'	14°52'11"	S 10°22'52" E	151.84'
C2	1,007.70'	2,269.64'	251°7'14"	S 85°57'42" W	993.59'
C3	907.50'	1,969.64'	26°24'06"	N 86°38'58" E	899.59'



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TBPELS Licensed Surveying Firm No. 10194490

LEGAL DESCRIPTION

FIELD NOTES FOR A 3.000 ACRE TRACT OF LAND IN THE JOSE JACINTO GONZALES SURVEY 255, ABSTRACT NO. 408, MEDINA COUNTY, TEXAS, BEING OUT OF A CALLED 116.2 ACRE TRACT OF LAND AS CONVEYED UNTO CV FAMILY LIMITED PARTNERSHIP, LP IN DOCUMENT NUMBER 2016009024 OF THE PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, AND DESCRIBED IN VOLUME 106, PAGE 705 OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS, SAID 3.000 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a Texas Department of Transportation (TxDOT) Type II right-of-way monument found on the curvilinear south right-of-way line of Farm-to-Market (F.M.) Road 1283 (R.O.W. ~ 100') as shown on the 2005 TxDOT Right-of-way retracement map at the northeast end of the cut back line from the east right-of-way line of County Road 371 R.O.W. ~ varies) no reference found at the beginning of a non-tangent curve for the most northerly corner of said 116.2 acre tract and **POINT OF BEGINNING** of the herein described tract:

THENCE, curving to the left, coincident with the common line of the 116.2 acre and said right-of-way, with a radius of 1,969.64 feet, an arc length of 190.35 feet, a central angle of $05^{\circ} 32' 14''$, a chord bearing of S $64^{\circ} 34' 33''$ E, and a chord distance of 190.27 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set at the end of this curve for the northeasterly corner of the herein described tract;

THENCE, S $31^{\circ} 53' 10''$ W, departing said common line, over and across the 116.2 acre tract, a distance of 485.37 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set for the southerly corner of the herein described tract;

THENCE, N $58^{\circ} 06' 50''$ W, continuing over and across the 116.2 acre tract, a distance of 289.15 feet to a 1/2-inch iron rod with a cap stamped "BGE INC" set on the common line of the 116.2 acre tract and the aforementioned east right-of-way of County Road 371, for the westerly corner of the herein described tract;

THENCE, N $31^{\circ} 53' 10''$ E, coincident with said common line, a distance of 360.00 feet to a TxDOT Type II right-of-way monument found at the southwest end of the cutback from the aforementioned south right-of-way line of F.M. 1283 for the northwesterly corner of the 116.2 acre tract and the herein described tract;

THENCE, N 75° 47' 55" E, coincident with the common line of the 116.2 acre tract and said cutback line, a distance of 144.30 feet to the **POINT OF BEGINNING** and containing 3.000 acre of land, more or less.

I hereby certify that these notes were prepared from a survey made on the ground by employees of BGE, Inc. and are true and correct to the best of my knowledge. The Basis of Bearing recited herein is the Texas State Plane Coordinate System, South Central Zone, NAD 83. An exhibit plat accompanies this description.

Dion P. Albertson

Dion P. Albertson RPLS No. 4963
BGE, Inc.
7330 San Pedro Ave, Suite 202
San Antonio TX 78216
Telephone: 210-581-3600
TBPELS Licensed Surveying Firm No. 10194490



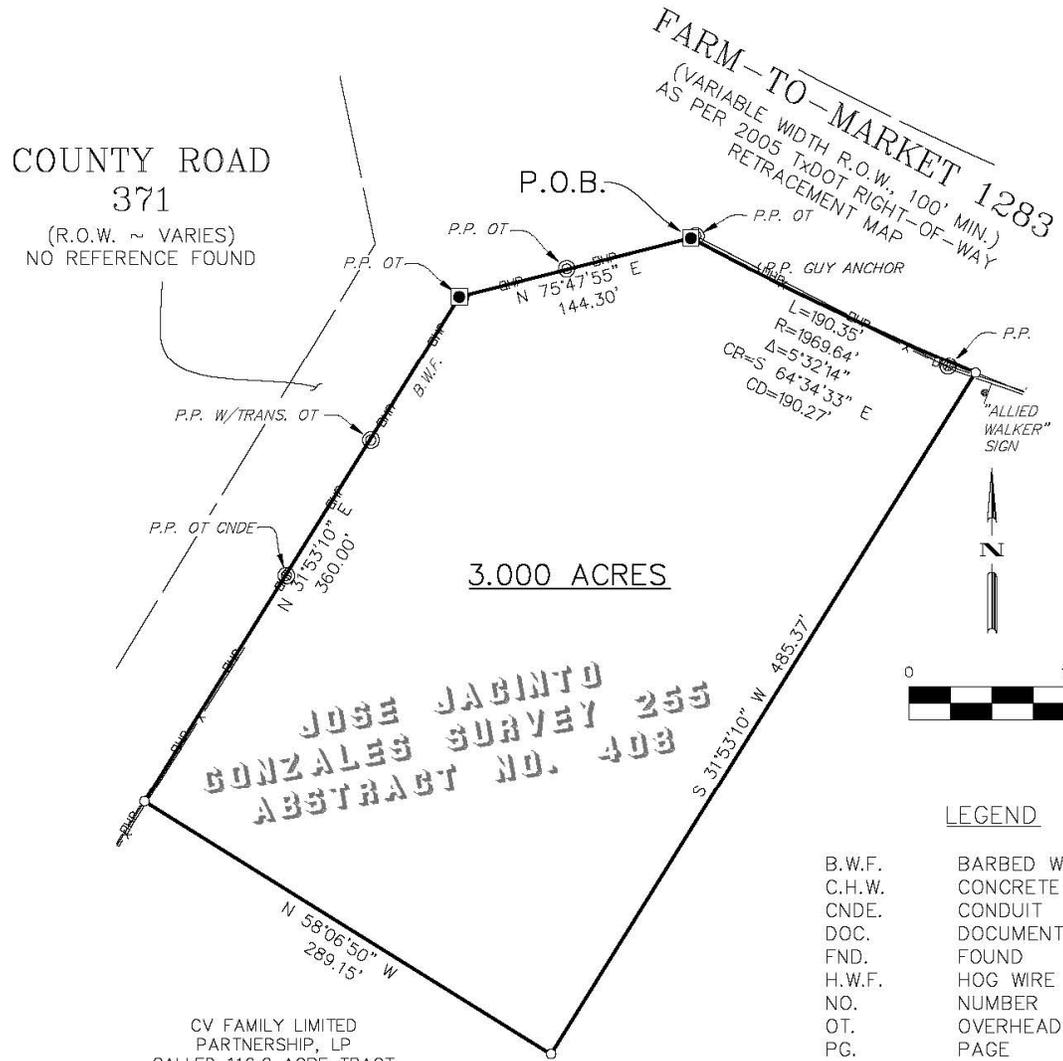
02/23/2022

Date

Date: February 23, 2022

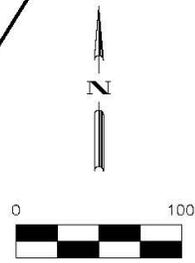
C:\TWC\Projects\San Antonio Projects\8439-00 - Schluchart Ranch\02 - Title Survey and TIA\06_Survey\04_Finals\Drawings\8439-00 Schluchart Ranch_3.0.dwg, 2/23/2022 9:54 AM, Dion Albertson

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION



CV FAMILY LIMITED PARTNERSHIP, LP
 CALLED 116.2 ACRE TRACT
 DOC. NO. 2016009024 P.R.M.C.
 AND DESCRIBED IN
 VOL. 106, PG. 705 O.P.R.M.C.

FARM-TO-MARKET 1283
 (VARIABLE WIDTH R.O.W., 100' MIN.)
 AS PER 2005 TxDOT RIGHT-OF-WAY
 RETRACEMENT MAP



LEGEND

- | | |
|---------|---|
| B.W.F. | BARBED WIRE FENCE |
| C.H.W. | CONCRETE HEADWALL |
| CNDE. | CONDUIT |
| DOC. | DOCUMENT |
| FND. | FOUND |
| H.W.F. | HOG WIRE FENCE |
| NO. | NUMBER |
| OT. | OVERHEAD TELEPHONE |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.P. | POWER POLE |
| R.O.W. | RIGHT-OF-WAY |
| SQ. FT. | SQUARE FEET |
| TEL. | TELEPHONE |
| TRANS. | TRANSFORMER |
| VOI. | VOI UMF |
| ○ | SET 1/2" IRON ROD W/ CAP
STAMPED "BGE INC" |
| ● | FOUND TxDOT TYPE II
MONUMENT |
| —DHP— | OVERHEAD ELECTRIC |
| —X— | BARBED WIRED FENCE |



BGE, Inc.
 7330 San Pedro Ave., Suite 202, San Antonio, TX 78216
 Tel: 210-581-3600 • www.bgeinc.com
 TBPELS Licensed Surveying Firm No. 10194490

SCALE: 1"=100'
 SHEET **3**
 OF 3

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Exhibit E to Strategic Partnership Agreement

Service Plan

WRITTEN AGREEMENT REGARDING SERVICES FOR PROPERTY IN THE MEDINA WATER CONTROL IMPROVEMENT DISTRICT

In the event the City annexes the Annexation Area pursuant to the terms of Section 4.6, of the Development Agreement between the City of San Antonio (hereinafter, referred to as “City”) Kail Family Partners, LP; FMF Development, LLC; CV Family Partnership, LLP; and Chris Schuchart (hereinafter referred to as “Owner”), the Parties agreed that Article VI of the Agreement 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 three (3) years after 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 service components: *(1) Annexation Service Requirements, (2) Additional Services, and (3) a Capital Improvement Program*. The Parties agree that 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 shall be provided, and fees shall be 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.

1.1 **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 1.1. 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.
- 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 twenty-four (24) hours a day, seven (7) days a week, and to maintain an average response time. SAPD San Antonio Fear Free Environment Unit 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.
- 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, twenty-four (24) hours a day, seven (7) 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.

1.2 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.

1.3 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.

1.3.1 Commercial Solid Waste Services. The City’s Commercial collection for garbage is 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.

1.4 Operation and Maintenance of Water and Wastewater Facilities. 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.

1.5 Operation and Maintenance of Roads and Streets, including Street Lighting. The Public Works Department 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 standards. Service requests or community concerns for the Public Works Department’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.
- Emergency Street Closure Services.
- Street Re-striping and Marking Services.

Infrastructure Management Program (IMP) is a five (5) 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.

1.6 Transportation Systems Management & Operations. If necessary, the Public Works Department 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 twenty-four (24) hours a day, three hundred sixty-five (365) days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City’s 311 Call Center.

1.7 Storm Water Utility. The Storm Water Utility is housed within the Public Works 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 on the Public Works website.

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 Utility Fees will be assessed for the subject property.

1.8 **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.

1.9 **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).

1.10 **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:

2.1 **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.
- Enforcement of garage sale permits.
- The Code and ordinances enforced by DSD are subject to changes by the City Council.

2.2. **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, Texas. 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.

2.3 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, Texas.

2.4 Library Services. The nearest library services to the Annexation Area can be identified through the San Antonio Public Library website. 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
- 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.

2.5 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 in children.
- Access to community health clinics.

- 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.

2.6 **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.

2.7 **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, of the 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.

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

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

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

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

3.5 **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.

3.6 **Parks, Playgrounds and Swimming Pools.** No capital improvements are necessary at this time to provide parks and recreation services.

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

3.8 **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.

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.