

EXHIBIT "E"
AMENDED DEVELOPMENT AGREEMENT

**FIRST AMENDMENT TO CLEARWATER CREEK SPECIAL IMPROVEMENT
DISTRICT DEVELOPMENT AGREEMENT**

This FIRST AMENDMENT TO THE CLEARWATER CREEK SPECIAL IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT (this “First Amendment”), is entered into by and between the City of San Antonio, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as “City”), Fair Oaks Mosaic TBY, LLC, a Texas limited liability company (“Mosaic TBY”), SA Kosta Browne, Ltd., a Texas limited partnership (“SA Kosta”), SA Do the Evolution, LLC, a Texas limited liability company (“SA Evolution”), SA Eisele, LLC, a Texas limited liability company (“SA Eisele”), and SA Given to Fly, LLC, a Texas limited liability company (“SA Fly”), (Mosaic TBY, SA Kosta, SA Evolution, SA Eisele, and SA Fly are hereinafter referred to as “Owners”). City and Owners shall hereafter collectively be referred to as “Parties” or in the singular as “Party”.

RECITALS

WHEREAS, on January 30, 2020 the City approved the Clearwater Creek Special Improvement District Development Agreement (the “Original Agreement”), which is filed in the real property records of Bexar County under document number 20200033301 and attached hereto as **Exhibit “A”**, establishing terms and conditions to the City’s consent to Bexar County’s creation of the Clearwater Creek Special Improvement District (the “District”) originally consisting of 226.544 acres of land, as more particularly identified and described in **Exhibit “B”** attached hereto; and

WHEREAS, after entering into the Original Agreement, Owners acquired 146.153 acres of land outside of the District’s boundaries; and

WHEREAS, Owners desire to expand the boundaries of the District to include the 146.153 acres, which are more particularly described and depicted in the attached **Exhibit “C”**, thereby increasing the total area within the District to approximately 372.697 acres; and

WHEREAS, the Parties further desire to amend the Original Agreement to expand the boundaries of the District to include the additional 146.153 acres of land and to apply all of the terms and conditions of the City’s consent to the creation of the PID under the Original Agreement to the additional 146.153 acres; and

WHEREAS, it is the Parties intent that the only amendments to be made to the Original Agreement are those contained herein and that all provisions of the Original Agreement shall now apply to the entire 372.697 acres of land to be included in 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 agree that the Original Agreement is amended as follows:

A. SECTION I. DEFINITIONS is hereby amended as follows:

1.7 “District” shall mean the Clearwater Creek Special Improvement District created by Bexar County by order of the Bexar County Commissioners Court on February 11, 2020, and includes the District Property.

1.8 “District Property” shall refer to approximately 372.697 acres being composed of 226.544 acres of land as depicted in the field notes and map attached hereto as **Exhibit “B”** and approximately 146.153 acres of land as described in the field notes and map attached hereto as **Exhibit “C”**. The entire District Property consists of both parcels of land which are collectively shown on the map attached hereto as **Exhibit “D”**. All Exhibits referenced in this section are incorporated herein for all purposes.

1.10 “Preliminary Master Development Plan-1” (“Preliminary MDP-1”) is the proposed general plan of development for the 226.544-acre parcel of land within the boundaries of the previous District Property as depicted in **Exhibit “E”** of this Agreement.

1.10.1 “Preliminary Master Development Plan-2” (“Preliminary MDP-2”) is the proposed general plan of development for the 146.153-acre parcel of land within the District Property as depicted in **Exhibit “F”** of this Agreement.

1.11 “Owners” shall mean Fair Oaks Mosaic TBY, LLC, a Texas limited liability company, SA Kosta Browne, Ltd., a Texas limited partnership, SA Do the Evolution, LLC, a Texas limited liability company, SA Eisele, LLC, a Texas limited liability company, and SA Given to Fly, LLC, a Texas limited liability company.

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.

B. SECTION II. REPRESENTATIONS AND ACKNOWLEDGMENTS is hereby amended as follows:

2.2 Owners represent that they own the properties as provided in the Recitals above and have the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

2.4 Owners acknowledge that the City’s consent described in Section 4.1 below is for the creation and expansion of the District with the boundaries of the District as defined in section 1.8; in accordance with Preliminary MDP-1 and Preliminary MDP-2 as defined in sections 1.10 and 1.10.1; and pursuant to Section III of this Agreement.

2.5 Owners acknowledge that they have been provided the Notice Required by Section 212.172 (b-1) of the Code attached hereto as **Exhibit “G”**.

C. SECTION III. THE PROJECT & PUBLIC INFRASTRUCTURE is hereby amended as follows:

3.1 The Project consists of certain proposed public infrastructure on the District Property, as further described and depicted in Preliminary MDP-1 and Preliminary MDP-2 attached hereto as **Exhibits “E” and “F”**.

3.3 Development of the District Property shall be consistent with Preliminary MDP-1 and Preliminary MDP-2 attached hereto as **Exhibits “E” and “F”**, unless properly amended in accordance with section 3.2.

D. SECTION IV. CONSIDERATION AND TERMS is hereby amended as follows:

4.3 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 as well as Subchapter G of Chapter 212 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 Section 6.3 and Section 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.

4.5 Waiver. To the extent authorized by state and local laws, the Parties agree that the City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Code that are required when annexing property under that subchapter. Owners agree not to 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 and that any action taken by Owners in opposition of annexation of the District Property, or any portion thereof, shall constitute a violation of this Agreement.

4.12 The Parties agree that Owners shall pay the following in consideration of the City’s consent to the creation of the District:

4.12.1 a PID application fee in the amount of \$7,500.00.

4.12.2 a Special District Operations Assessment (“Assessment”) for lots constructed within the boundaries of Preliminary MDP-2.

4.12.3 The Assessment is due within thirty (30) days of the date of the annual report required in Section 23.4 of this Agreement. The Assessment will be calculated based on the number of residential and multifamily units (“Units”) completed the previous year as reflected in the annual report. Staff may verify the number of Units by using resources such as Bexar County Appraisal District parcel information, field inspections, site inspections, or other available means, for each phase of the Project. The amount of the Assessment may be modified based on the final number of Units that have been completed and verified by staff. The final

Assessment will be payable to the City within thirty (30) days of the date the annual report is due, and all Units have been verified by staff.

4.12.4 Owners currently estimate the Assessment for the lots within Preliminary MDP-2 will be One Hundred Twenty Thousand, Seven Hundred and Fifty and 00/100 (\$120,750.00) U.S. dollars.

4.12.5 The Assessment is based on the amount of One Hundred Seventy-Five and 00/100 (\$175.00) U.S. dollars per Unit.

4.12.6 Owners shall reimburse the City for all costs paid by City for recording of this Agreement and related documents in the Bexar County property records.

4.13 Strategic Partnership Agreement. The Parties agree and acknowledge that Owners will request the District to enter into a SPA with the City for the purpose of providing terms for limited and full purpose annexation and imposing and collecting sales and use taxes within commercial use areas of the District. A copy of the SPA is attached to this Agreement in substantial form as **Exhibit "H"**. In the event the District fails to adopt the SPA within eighteen (18) months of execution of this First Amendment, Owners agree that the Owners and/or developer of the District Property will not be entitled to reimbursement by the 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 County order creating the District. The Parties agree and acknowledge the eighteen (18) month SPA adoption timeframe outlined above is applicable to the District only and is satisfied upon the receipt of a resolution adopted by the District approving the SPA within eighteen (18) months of this Agreement's execution.

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

E. SECTION X. ENTIRE AGREEMENT is hereby amended as follows:

10.1 This Agreement embodies the complete agreement of the Parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

10.2 All other terms, conditions, covenants and provisions of the Original Agreement, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Agreement.

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

F. SECTION XVII. NOTICE is hereby amended as follows:

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

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

Owners: Fair Oaks Mosaic TBY, LLC
Attention: Thomas Blake Yantis
6812 West Avenue, Ste. 100
San Antonio, Texas 78213

SA Kosta Browne, Ltd.
Attention: Thomas Blake Yantis
6812 West Avenue, Ste. 100
San Antonio, Texas 78213

SA Do The Evolution, LLC
Attention: Thomas Blake Yantis
6812 West Avenue, Ste. 100
San Antonio, Texas 78213

SA Eisele, LLC

Attention: Thomas Blake Yantis
6812 West Avenue, Ste. 100
San Antonio, Texas 78213

SA Given to Fly, LP
Attention: Thomas Blake Yantis
6812 West Avenue, Ste. 100
San Antonio, Texas 78213

With copies to: Ortiz McKnight PLLC
Attention: Daniel Ortiz
112 E. Pecan Street, Suite 1350
San Antonio, Texas 78205

H. SECTION XXIII. DEVELOPMENT STANDARDS is hereby added as follows:

23.1 Owners agree to comply with the development standards on the District Property as follows:

23.1.1 UDC: Except as otherwise provided herein, Owners agree to comply with the provisions of the UDC applicable to properties in the ETJ, excluding any provisions or building standards triggered by the City’s zoning regulations, including but not limited to setbacks, buffers, and parking requirements.

23.1.2 Building Permits: Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that City building permit applications, fees, and inspections shall not be required for any single-family residential lots within the District Property. In the event of a change in law that provides the City with the right to require building permits, fees, and inspections for properties in the City’s ETJ, this section shall no longer apply as of the effective date of that change in law.

23.1.3 Connectivity: Single-family residential subdivisions developed within the District Property will comply with the street connectivity ratio as outlined in the UDC.

23.1.4 Solid Waste Infrastructure Standards: Owners agree to construct, as applicable, infrastructure within the District Property pursuant to Chapters 14 and 35 of the City Code, including the City’s Solid Waste Management Department standards as stated in Development Services Department Informational Bulletin 576. Subject to the provisions herein in Article VI – Written Agreement Regarding Services pertaining to properties in the Annexation Area, nothing in this Agreement shall require Owners to enter into a contract with the City to provide solid waste collection services.

23.1.5 Major Thoroughfare: As per the UDC, Owners may design/construct (or cause to be designed/constructed) roads and rights-of-way shown on the City’s Major Thoroughfare Plan (“MTP”). Owners reserve the right to re-configure, or cause the re-

configuration of, roadway alignments as required to develop the District Property, which will be administered through MDP amendment(s) in accordance with Section 3.2 and/or through the City's process for amending the MTP, as applicable.

23.1.6 2010 Tree Ordinance: The requirements of the City's 2010 Tree Ordinance will apply to the development of the District Property.

23.2 Waiver of Vested Right: The Parties agree and acknowledge that this Agreement shall extinguish any vested right acquired prior to the Effective Date of this Agreement, as applicable to the District Property; however, this Agreement shall not adversely affect, alter, or extinguish any vested right that Owners, or Owner's successors and/or assigns, may acquire with respect to the District Property subsequent to the Effective Date of this Agreement, nor shall this Agreement limit the prospective use of any vested right acquired subsequent to the Effective Date of this Agreement.

23.3 Chapter 245 Permit: Notwithstanding any provisions herein to the contrary, and pursuant to Section 5.2, the Parties agree and acknowledge that, in accordance with Section 212.172(g) of the Code, this Development Agreement constitutes a permit under Chapter 245 of the Code.

23.4 Project Annual Update: Owners shall provide annual reports on the progress of the Project no later than January 30th of each year. The updates shall include development activity within the District Property and, if applicable, include the following:

- a. Plat applications for all subdivisions submitted during the previous calendar year;
- b. Development documents and permits required by the UDC;
- c. Build-out percentages for single-family, multifamily, and commercial areas and any recalculations of build-out expectations;
- d. Construction updates (noting percentage completion of infrastructure and improvements);
- e. Number of residential units built to date;
- f. Annual District revenue and expenditures;
- g. All outstanding financial obligations, liabilities and assets.

23.5 Military Protection Areas. For all properties within five (5) miles of a military installation, and if applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the UDC regulations for Military Protection Areas.

23.6 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the uses permitted in the Edwards Recharge Zone District as referenced in Chapter 35 of the City Code.

23.7 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the San Antonio Recommended Plant List - All Suited to Xeriscape Planting Methods of UDC Appendix E.

23.8 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the park dedication requirements as set out in the UDC.

23.9 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall protect and preserve any existing historical or archeological buildings, structures, sites, features or places.

23.10 Owners shall comply with Chapter 28 of the City Code – Signs.

23.11 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with Chapter 34 of the City Code, Water & Sewers.

23.12 Owners shall comply with the same streetlight standards applicable to all subdivisions within the City that are listed in Section 35-506(i) of the UDC.

23.13 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.

23.14 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the Military Lighting Overlay District regulations set forth in the UDC for all property within the District.

23.15 If applicable to the District Property as of the Effective Date of this Agreement, Owners shall comply with the standards set forth in UDC Chapter VI for Historic Preservation.

J. EFFECTIVE DATE: This First Amendment shall be effective and deemed executed upon the last date of execution by all of the undersigned.

Signatures on the Following Pages

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: John Peterek

Title: Interim Assistant City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2024 by, John Peterek, Interim Assistant City Manager, 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: Jameene Williams

Title: Assistant City Attorney

FAIR OAKS MOSAIC TBY, LLC
a Texas limited liability company

By: _____
Name: Blake Yantis
Title: Manager
Date: 9/27/24

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me on the 30 day of September, 2024, by Blake Yantis, on behalf of FAIR OAKS MOSAIC TBY, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated.



Notary Public State of Texas
Printed Name of Notary: Michelle Hoang
Commission Expiration: 1/5/2026

SA KOSTA BROWNE, LTD.
a Texas limited partnership

By: SA Kosta Browne GP, LLC
its general partner

By: 
Name: Blake Yantis
Title: Manager
Date: 9/27/24

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me on the 30 day of September, 2024, by Blake Yantis, on behalf of SA KOSTA BROWNE, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated.



Notary Public State of Texas
Printed Name of Notary: Michelle Hoang
Commission Expiration: 1/5/2026

SA DO THE EVOLUTION LLC
a Texas limited liability company

By: _____
Name: Blake Yantis
Title: Manager
Date: 9/27/24

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me on the 30 day of September, 2024, by Blake Yantis, on behalf of SA DO THE EVOLUTION LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated.



Notary Public State of Texas
Printed Name of Notary: Michelle Hoang
Commission Expiration: 1/5/2026

SA EISELE LLC
a Texas limited liability company

By: _____
Name: Blake Yantis
Title: Manager
Date: 9/27/24

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me on the 30 day of September, 2024, by Blake Yantis, on behalf of SA EISELE LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated.



Notary Public State of Texas
Printed Name of Notary: Michelle Hoang
Commission Expiration: 1/5/2026

SA GIVEN TO FLY LLC
a Texas limited liability company

By: _____
Name: Blake Yantis
Title: Manager
Date: 9/27/24

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF Bexar §

The foregoing instrument was acknowledged before me on the 30 day of September, 2024, by Blake Yantis, on behalf of SA GIVEN TO FLY LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed, in the capacity therein stated.



Notary Public State of Texas
Printed Name of Notary: Michelle Hoang
Commission Expiration: 1/5/2026