

ORDINANCE

2023-02-02-0051

**ADOPTING A STRATEGIC PARTNERSHIP AGREEMENT WITH
THE LANDON RIDGE PUBLIC IMPROVEMENT DISTRICT.**

* * * * *

WHEREAS, City of San Antonio (City) provided its consent to the creation by Bexar County of the Landon Ridge Special Improvement District (PID) and approved the execution of the Development Agreement with each of the owners of the PID properties on September 2, 2021; and

WHEREAS, the Bexar County Commissioner's Court then created the PID on September 7, 2021; and

WHEREAS, as a condition of the City's consent, the Owners of the PID property and the City entered into a Development Agreement, which included the Owners agreeing to comply with City's development and land use regulations, voluntary annexation terms for the PID land and other provisions, and to enter into a Strategic Partnership Agreement (SPA) between the City and the Landon Ridge PID; and

WHEREAS, the City of San Antonio and the Landon Ridge Special Improvement District ("District") negotiated a Strategic Partnership Agreement ("Agreement"), attached hereto as **Exhibit "A"**, specifying the terms of limited and full-purpose annexation of approximately 131.255 acres, more or less, located West of Potranco Road and Stevens Parkway, in the extraterritorial jurisdiction ("ETJ") of the City of San Antonio ("City"), as depicted in **Exhibit "B"** and more fully described by metes and bounds in **Exhibit "C"** to attached hereto; and

WHEREAS, the Agreement establishes terms and conditions upon which (i) the City will annex the land within the District for limited purposes and full purposes; (ii) allow the City to impose a sales tax and use tax within the boundaries of the part of the district that is annexed for limited purposes, and (iii) limitations on the District's ability to incur debt, liabilities, or obligations without prior approval of the municipality; and

WHEREAS, the City provided notices for two public hearings concerning adoption of the Agreement published in a newspaper of general circulation in the District and in the City on January 13, 2023; and

WHEREAS, the Agreement was made available prior to the public hearings in accordance with the requirements of the Local Government Code; and

WHEREAS, the City conducted two public hearings regarding the Agreement with the District on February 1, 2023, and February 2, 2023; and

WHEREAS, the Board of Directors of the District (the “Board”) conducted two public hearings regarding the Agreement on May 13, 2022, and on September 9, 2022; and

WHEREAS, the Agreement was adopted by the Board of Directors of the District on September 9, 2022; and

WHEREAS, the City and the District have complied with all procedural requirements in accordance with Section 43.0751 of the Local Government Code for the adoption of the Agreement; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:


SECTION 1. The City Council hereby adopts and approves the Strategic Partnership Agreement with Landon Ridge Special Improvement District, attached hereto as **Exhibit “A”**, specifying the terms of limited and full-purpose annexation of approximately 131.255 acres, more or less, located within the extraterritorial jurisdiction of the City, as depicted and legally described in **Exhibits “B”** and **“C”**, attached hereto.

SECTION 2. The City Manager or designee is hereby authorized to execute the Strategic Partnership Agreement and any and all documents necessary to fulfill the purpose and intent of this Ordinance.

SECTION 3. The statements set forth in the recitals of this ordinance are true, correct, and are incorporated as a part of this ordinance.

SECTION 4. This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED AND APPROVED this 2nd day of February, 2023.




M A Y O R
Ron Nirenberg

ATTEST:



Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:



for Andrew Segovia, City Attorney



City of San Antonio
City Council Meeting
February 2, 2023

12.

2023-02-02-0051

Ordinance approving a Strategic Partnership Agreement between the City of San Antonio and the Landon Ridge Special Improvement District, generally located west of Potranco Road and Stevens Parkway, in the extraterritorial jurisdiction (ETJ) of the City of San Antonio, Bexar County. [Roderick Sanchez, Assistant City Manager; Bridgett White, Director, Planning]

Councilmember Rocha Garcia moved to Approve on the Consent Agenda. Councilmember Courage seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Pelaez, Courage, Perry

Absent: DISTRICT 7

EXHIBIT “A”

STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
THE LONDON RIDGE SPECIAL IMPROVEMENT DISTRICT

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 the Landon Ridge Special Improvement District (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 public 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 and Chapter 382 of the Texas Local Government Code, as amended, and operating under Chapter 49 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 this Agreement; and

WHEREAS, the District encompasses approximately 131.255 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 (i) the City will annex the land within the District for limited and full purposes, and (ii) limitations on the District's ability to incur debt, liabilities, or obligations without prior approval of the municipality; 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 has obtained all necessary consent required from the Bexar County to allow the District to adopt this Agreement; and

WHEREAS, the Board approved and adopted this Agreement on _____, 20 __, 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.

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 _____, 20 __, 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; and

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 or, after the Conversion Date.

City Council means the City Council of the City.

City Manager means the City Manager of the City or 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 successor.

District means the Landon Ridge Special Improvement District.

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 planning and zoning, as authorized by Article I, Section 7 of the City's Charter, and for the purpose 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 on the Preliminary Master Development Plan 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 Effective Date. The effective date of this Agreement (the “Effective Date”) is the date it is approved and adopted by the City Council.

Section 2.3 Filing in Property Records. This Agreement shall be filed in the Real Property Records of Bexar County, Texas.

Section 2.4 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**.

Section 2.5 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 2.6 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 2.7 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 2.8 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 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.

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, 2051. 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 effected 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 upon default 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 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 Section 382.201(b) of the Local Government Code; or the City may unilaterally terminate this Agreement for convenience, with 90 days' notice to the District.

Section 5.2 On the Effective Date, the City will record this Agreement in the Official Public Records of Bexar 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. Upon the Conversion Date the City shall assume all of the District's assets, but the City will not be liable for the District's debt or other obligations pursuant to Section 382.201(a) of the Texas Local Government Code.

Section 6.2. 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 will be authorized to finalize such conveyances as the District's successor-in-interest.

Section 6.3 Limitation on Debt. The District may not incur any debt, liability, or other obligation that extends past December 31, 2051, or sell or otherwise transfer property, without the prior approval of the City.

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 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 8.2 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; or (iv) 10 business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. 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: _____

Attn: _____

Section 8.3 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 8.4 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 acknowledge that this Agreement is performable in Bexar County, Texas and hereby 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 8.5 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 8.6 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 8.7 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 8.8 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 8.9 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 8.10 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 8.11 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 8.12 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 8.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 9.13. 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 9.13 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 8.14 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 8.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF THE CITY
OF SAN ANTONIO ON _____, 20__.

ATTEST:

CITY OF SAN ANTONIO

City Clerk

By: _____
Printed Name: _____

Title: _____

**APPROVED AS TO FORM AND
LEGALITY:**

City Attorney

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 20__, by
_____, the _____ of the City of _____, Texas on behalf of the
city.

Notary Public, State of Texas

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE LONDON
RIDGE SPECIAL IMPROVEMENT DISTRICT ON _____, 20__.

LONDON RIDGE SPECIAL IMPROVEMENT
DISTRICT

By: _____

Printed Name: _____

Title: President, Board of Directors of the
Landon Ridge Special Improvement
District

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on _____, 20__, by
_____, the President, Board of Directors of the Landon Ridge Special Improvement
District on behalf of the District.

Notary Public, State of Texas

Exhibit A to Strategic Partnership Agreement

Depiction of the Development

DRAFT

DRAFT

Exhibit B to Strategic Partnership Agreement

Legal Description of the Development

DRAFT

DRAFT

Exhibit C to Strategic Partnership Agreement

Depiction of the Limited Purpose Property



Exhibit C to Strategic Partnership Agreement Depiction of the Limited and Full Purpose
Property— Page 1

DRAFT

Exhibit D to Strategic Partnership Agreement

Legal Description of the Limited Purpose Property

DRAFT

Exhibit D to Strategic Partnership Agreement Legal Description of the
Limited Purpose Property– Page 1

DRAFT

Exhibit E to Strategic Partnership Agreement

Service Plan



DRAFT

EXHIBIT "E"

NOTICE REQUIRED BY TEXAS LOCAL GOVERNMENT CODE,
SECTION 212.172 (B-1)

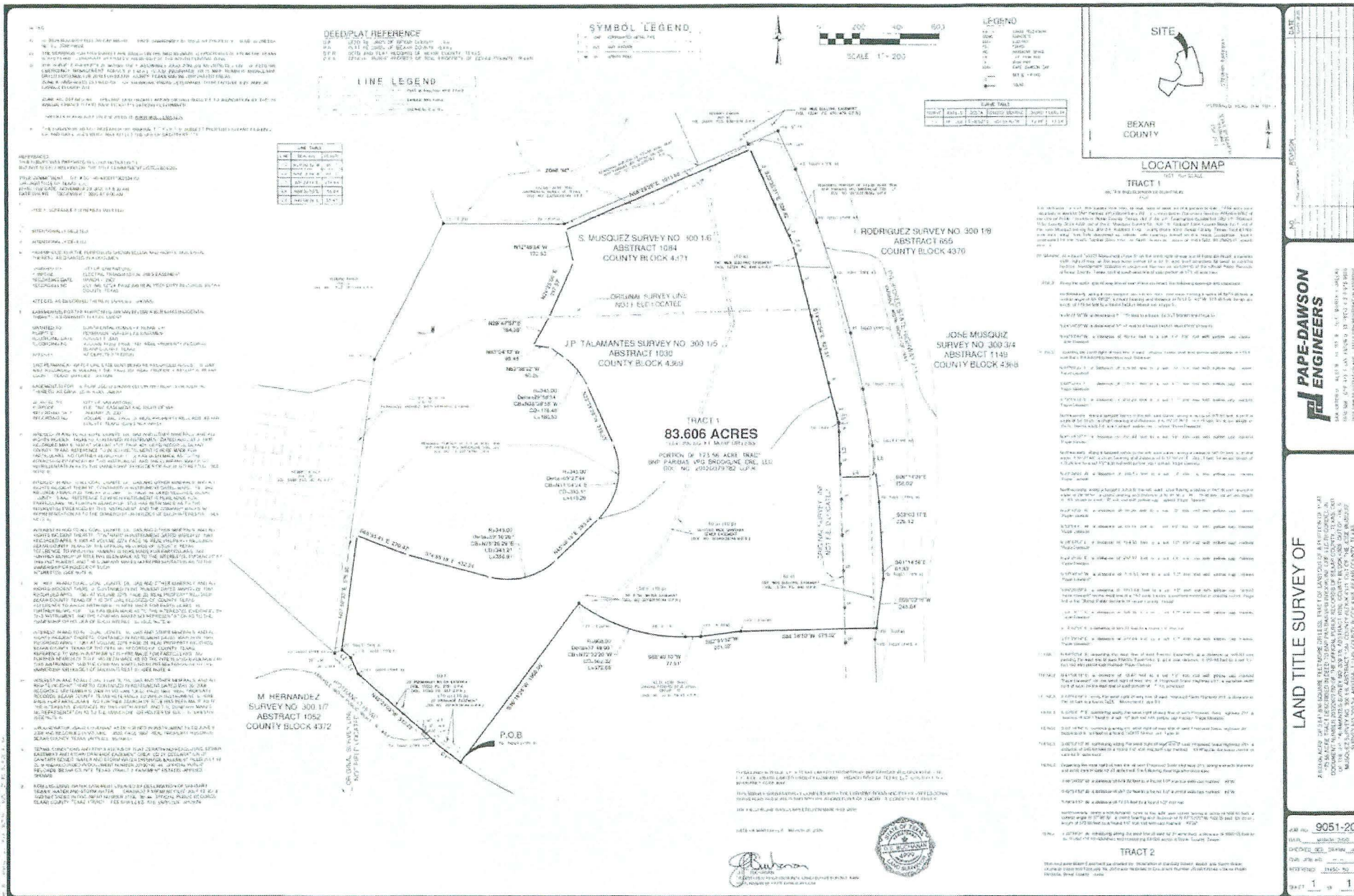
EXHIBIT "E"

Notice Required by Texas Local Government Code, Section 212.172 (b-1)

1. Owners are not required to enter into this Agreement
2. At the termination of this Agreement or in the event of a default of the Agreement by Owners, the City may annex the Property within the District pursuant to section 212.172 of the Texas Local Government Code, as amended, and the terms provided in this Agreement.
3. The Property may also be annexed for limited or full purposes by the City pursuant to a Strategic Partnership Agreement (SPA) entered into between the City and the District in accordance with the terms of the SPA and the authority under section 43.0751 of the Local Government Code, as amended.
4. In the event of annexation of the Property by the City, the procedures for the annexation shall be as follows:
 - a. The City will notify the Owners and/or the District's Board of Directors that the City is exercising its rights under the Agreement and/or the SPA to annex the Property.
 - b. The City will schedule a public hearing on the City's annexation of the Property.
 - c. The City will adopt an ordinance annexing the Property and set an effective date for the annexation.
 - d. Services to be provided within the areas annexed by the City shall be in accordance with the terms of the Agreement and SPA.
5. The authority to annex the Property and the procedures for the annexation shall be deemed to be with the consent of the Owners, District and individual lot owners within the District, pursuant to the terms of the Agreement and SPA. The City will not be required or obligated to obtain further consent of the Owners, District or individual lot owners within the District in order to annex the Property.
6. Pursuant to section 212.172 (i) of the Local Government Code, the City's immunity from suit is waived for the purpose of adjudicating a claim for breach of contract with respect to the Agreement.

EXHIBIT “B”

DEPICTION OF PROPERTY

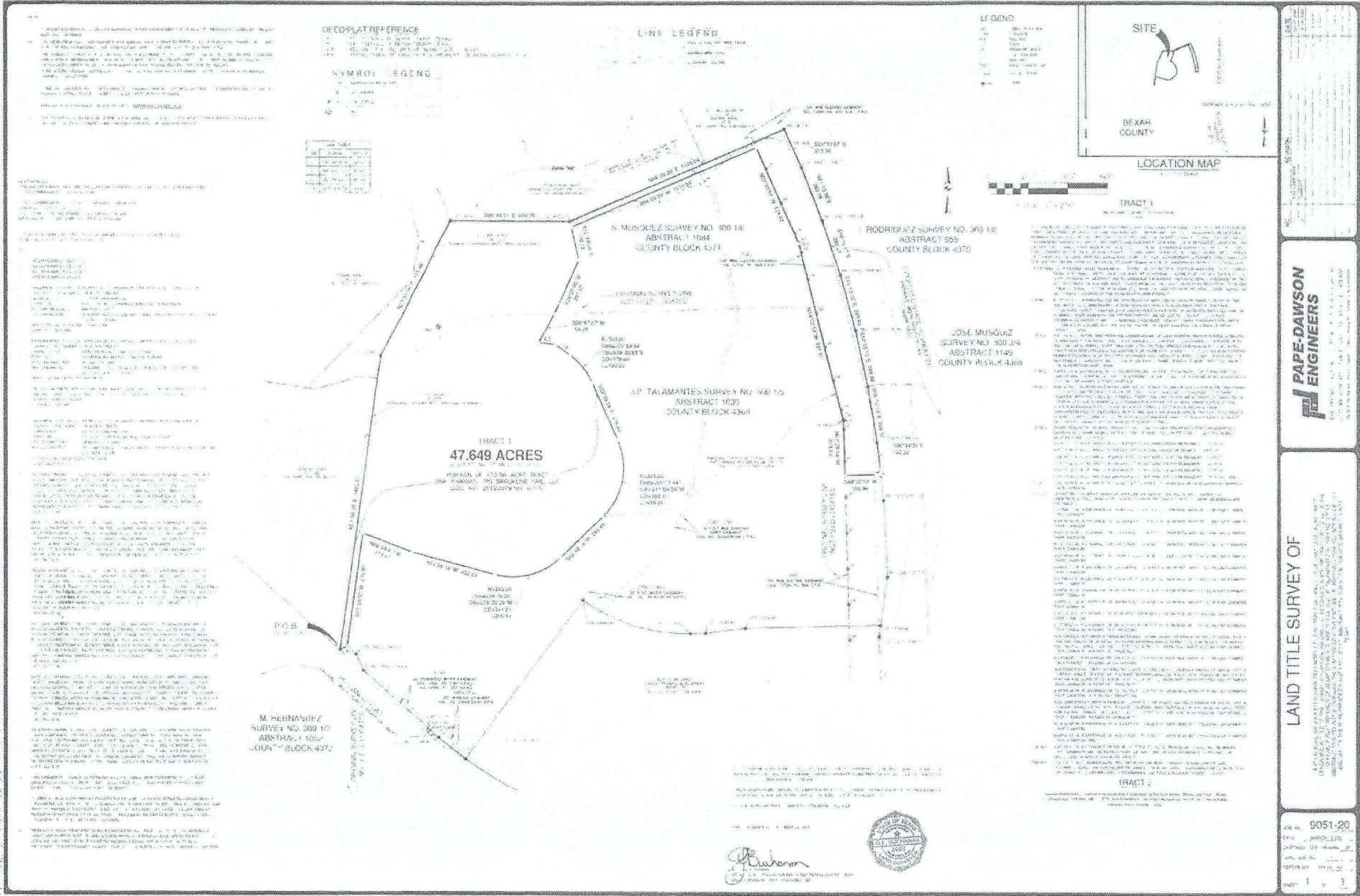


PAPE-DAWSON
ENGINEERS

LAND TITLE SURVEY OF

9051-20

PROJECT NAME: LONDON RIDGE



**PAPE-DAWSON
ENGINEERS**

LAND TITLE SURVEY OF

9051-20
DATE: 10/10/20
BY: JPD
CHECKED: JPD
APPROVED: JPD

PROJECT NAME, LANDON RIDGE

EXHIBIT “C”

LEGAL DESCRIPTION OF PROPERTY

METES AND BOUNDS DESCRIPTION
FOR

A 47.649 acre, or 2,075,571 square feet more or less, tract of land, out of that 173.56-acre tract described in deed to BNP Paribas VPG Brookline CRE, LLC. recorded in Document Number 20120079782 of the Official Public Records of Bexar County, Texas, out of the J.P. Talamantez Survey No. 300 1/5, Abstract 1030, County Block 4369, the S. Musquez Survey No. 300 1/6, Abstract 1084, County Block 4371 and out of the M. Hernandez Survey No. 300 1/7, Abstract 1052, County Block 4372, Bexar County, Texas Said 47.649 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

- BEGINNING: At a found TxDot Monument "Type II" on the north right-of-way line of Potranco Road, a variable width right-of-way, at southeast corner of Lot 901, Block 13, C.B. 4375, (Permeable Variable Width Drainage Easement), Redbird Ranch Subdivision Unit 2D, recorded in Volume 9588, Pages 80-82 of the Deed and Plat Records of Bexar County, Texas, for the southwest corner of said 173.56-acre tract, same being the southwest corner of the herein described tract;
- THENCE: N 07°59'33" E, departing the north right-of-way line of said Potranco Road, along and with the common line of said Redbird Ranch Subdivision Unit 2D and said 173.56-acre tract, a distance of 1492.61 feet to a found ½" iron rod with yellow cap stamped "Pape-Dawson" on the southeast line of Lot 901, Block 13, C.B. 4375, (Permeable Variable Width Drainage Easement), Redbird Ranch Subdivision Unit 2C, recorded in Volume 9611, Pages 187-189 of the Deed and Plat Records of Bexar County, Texas;
- THENCE: N 27°31'56" E, along and with the common line of said Redbird Ranch Subdivision Unit 2C and said 173.56-acre tract, a distance of 771.49 feet to a found ½" iron rod with yellow cap stamped "Pape-Dawson", for the southwest corner of a 372.997 acre tract described in deed to Continental Homes of Texas, L.P. recorded in Document Number 20050066144 of the Official Public Records of Bexar County, Texas and the northwest corner of said 173.56-acre tract, same being the northwest corner of the herein described tract;
- THENCE: S 89°49'11" E, along and with the north line of said 173.56-acre tract and the south line of said 372.997 acre tract, a distance of 600.76 feet to a found ½" iron rod with yellow cap stamped "Pape-Dawson";

THENCE: N 66°25'59" E, continuing along and with the north line of said 173.56-acre tract and the south line of said 372.997 acre tract, a distance of 1172.04 feet to a found ½" iron rod with yellow cap stamped "Pape-Dawson" on the west right-of-way line of Proposed State Highway 211, a variable width right-of-way, unimproved, at the southeast corner of Lot 902, Block 61, County Block 4375, Redbird Ranch Subdivision Unit 9C, recorded in Volume 20001, Pages 636-639 of the Plat Records of Bexar County, Texas, at the northeast corner of said 173.56-acre tract, for the northeast corner of the herein described tract;

THENCE: Along and with the west right-of-way line of said Proposed State Highway 211, unimproved, same being the east line of said 173.56-acre tract, the following bearings and distances:

S 24°11'57" E, a distance of 211.36 feet to a found TxDot Monument "Type III";

S 21°15'38" E, a distance of 289.76 feet to found TxDot Monument "Type III";

S 18°15'07" E, a distance of 289.21 feet to a found TxDot Monument "Type III";

S 15°13'32" E, a distance of 289.93 feet to a found TxDot Monument "Type III";

S 12°15'13" E, a distance of 289.49 feet to a found TxDot Monument "Type III";

S 09°17'18" E, a distance of 289.59 feet to a found TxDot Monument "Type III", and;

THENCE: S 06°14'39" E, a distance of 133.32 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: Departing the west right-of-way line of said Proposed State Highway 211, unimproved, over and across said 173.56-acre tract, the following bearings and distances:

S 41°08'16" W, a distance of 33.47 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 88°30'58" W, a distance of 155.84 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 01°29'14" W, a distance of 274.64 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 14°02'54" W, a distance of 921.51 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

N 23°35'01" W, a distance of 529.82 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 66°25'29" W, a distance of 1011.68 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 12°48'54" E, a distance of 170.53 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 24°25'00" W, a distance of 297.57 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 28°47'57" W, a distance of 164.95 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 83°04'13" E, a distance of 85.45 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

S 53°38'22" E, a distance of 90.26 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson", a point of curvature;

Southeasterly, with a tangent curve to the right, having a radius of 345.00 feet, a central angle of 29°58'54", a chord bearing and distance of S 38°38'55" E, 178.48 feet, for an arc length of 180.53 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson", a point of tangency;

S 23°39'28" E, a distance of 316.53 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson", a point of curvature;

Southwesterly, with a tangent curve to the right, having a radius of 345.00 feet, a central angle of 69°27'44", a chord bearing and distance of S 11°04'24" W, 393.11 feet, for an arc length of 418.26 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson", a point of tangency;

S 45°48'16" W, a distance of 295.49 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson", a point of curvature;

Southwesterly, with a tangent curve to the right, having a radius of 345.00 feet, a central angle of 59°16'26", a chord bearing and distance of S 75°26'29" W, 341.21 feet, for an arc length of 356.91 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson", a point of tangency;

N 74°55'18" W, a distance of 432.24 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson";

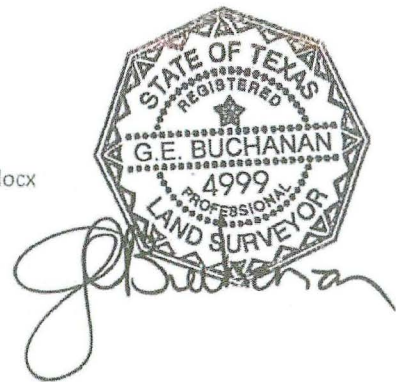
N 68°55'41" W, a distance of 270.47 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson", and;

THENCE: S 07°59'33" W, a distance of 576.86 feet to set 1/2" iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of said Potranco Road and the south line of said 173.56-acre tract;

Landon Ridge
47.649 Acres
Job No. 9051-20

THENCE: S 65°05'41" W, continuing along and with the north right-of-way line of said Potranco Road, the south line of said 173.56-acre tract, a distance of 39.90 feet to the POINT OF BEGINNING and containing 47.649 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 9051-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 20, 2020
REVISED: December 18, 2020
JOB NO. 9051-20
DOC. ID. N:\Survey20\20-9000\9051-20\Word\9051-20 FN-47.649 AC.docx





METES AND BOUNDS DESCRIPTION
FOR

A 83.606 acre, or 3,641,896 square feet more or less, tract of land out of a portion of that 173.56 acre tract described in deed to BNP Paribas VPG Brookline CRE, LLC recorded in Document Number 20120079782 of the Official Public Records of Bexar County, Texas, out of the J.P. Talamantes Survey No. 300 1/5, Abstract 1030, County Block 4369, out of the S. Musquez Survey No. 300 1/6, Abstract 1084, County Block 4371, out of the Jose Musquiz Survey No. 300 3/4, Abstract 1149, County Block 4368, Bexar County, Texas. Said 83.606 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found TxDOT Monument (Type II) on the north right-of-way line of Potranco Road, a variable width right-of-way, at the southwest corner of a 42.31 acre tract described by deed to Concho Redbird Development recorded in Document Number 20190139145 of the Official Public Records of Bexar County, Texas, on the southwest line of said portion of 173.56 acre tract;

THENCE: Along the north right-of-way line of said Potranco Road, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 1870.08 feet, a central angle of 05°19'02", a chord bearing and distance of N 51°01'42" W, 173.48 feet, for an arc length of 173.54 feet to a found TxDOT Monument (Type II);

N 48°21'08" W, a distance of 512.23 feet to a found TxDOT Monument (Type II);

N 24°00'32" W, a distance of 91.17 feet to a found TxDOT Monument (Type II);

N 49°13'49" W, a distance of 60.12 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: Departing the north right-of-way line of said Potranco Road, over and across said portion of 173.56 acre tract, the following bearings and distances:

N 07°59'33" E, a distance of 576.86 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 68°55'41" E, a distance of 270.47 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 74°55'18" E, a distance of 432.24 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the left, said curve having a radius of 345.00 feet, a central angle of 59°16'26", a chord bearing and distance of N 75°26'29" E, 341.21 feet, for an arc length of 356.91 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 45°48'16" E, a distance of 295.49 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

Northeasterly, along a tangent curve to the left, said curve having a radius of 345.00 feet, a central angle of 69°27'44", a chord bearing and distance of N 11°04'24" E, 393.11 feet, for an arc length of 418.26 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 23°39'28" W, a distance of 316.53 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

Northwesterly, along a tangent curve to the left, said curve having a radius of 345.00 feet, a central angle of 29°58'54", a chord bearing and distance of N 38°38'55" W, 178.48 feet, for an arc length of 180.53 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 53°38'22" W, a distance of 90.26 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 83°04'13" W, a distance of 85.45 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 28°47'57" E, a distance of 164.95 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 24°25'00" E, a distance of 297.57 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 12°48'54" W, a distance of 170.53 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 66°25'29" E, a distance of 1011.68 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" on the west line of a 150' wide Electric Easement recorded in Volume 12724, Page 848 of the Official Public Records of Bexar County, Texas;

S 23°35'01" E, a distance of 529.82 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 14°02'54" E, a distance of 921.51 feet to a found 1/2" iron rod;

S 01°29'14" E, a distance of 274.64 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 88°30'58" E, departing the west line of said Electric Easement, at a distance of 149.90 feet passing the east line of said Electric Easement, in all a total distance of 155.84 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 41°08'16" E, a distance of 33.47 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" on the west right-of-way line of Proposed State Highway 211, a variable width right-of-way, on the east line of said portion of 173.56 acre tract;

THENCE: S 06°14'39" E, along the west right-of-way line of said Proposed State Highway 211, a distance of 156.02 feet to a found TxDOT Monument (Type III);

THENCE: S 03°03'17" E, continuing along the west right-of-way line of said Proposed State Highway 211, a distance of 326.13 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 01°14'56" E, continuing along the west right-of-way line of said Proposed State Highway 211, a distance of 61.93 feet to a found TxDOT Monument (Type III);

THENCE: S 08°02'16" W, continuing along the west right-of-way line of said Proposed State Highway 211, a distance of 245.64 feet to a found 1/2" iron rod with cap marked "KFW", at the northeast corner of said 42.31 acre tract;

THENCE: Departing the west right-of-way line of said Proposed State Highway 211, along and with the north and west lines of said 42.31 acre tract, the following bearings and distances:

S 88°38'50" W, a distance of 679.82 feet to a found 1/2" iron rod with cap marked "KFW";

S 82°51'52" W, a distance of 201.02 feet to a found 1/2" iron rod with cap marked "KFW";

S 88°40'10" W, a distance of 77.51 feet to a found 1/2" iron rod;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 868.00 feet, a central angle of 37°48'00", a chord bearing and distance of N 72°32'20" W, 562.32 feet, for an arc length of 572.65 feet to a found 1/2" iron rod with cap marked "KFW";

THENCE: S 36°18'24" W, continuing along the west line of said 42.31 acre tract, a distance of 1000.05 feet to the POINT OF BEGINNING and containing 83.606 acres in Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9051-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 25, 2020
JOB NO. 9051-20
DOC. ID. N:\Survey20\20-9000\9051-20\Word\9051-20 FN 83.606 AC.docx

