

**MEDINA COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 4 DEVELOPMENT
AGREEMENT**

This Development Agreement (this “Agreement”) is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as “City”); and **Kail Family Partners, LP; FMF Development, LLC; CV Family Partnership, LLP; and Chris Schuchart**, the owners of the proposed Property (as defined herein and hereafter referred to as “Owners”). City and Owners shall hereafter collectively be referred to as “Parties” or in the singular as “Party.”

RECITALS

WHEREAS, Medina County Water Control and Improvement District No. 4 (the “District”) was created during the 87th Regular Session of the Texas Legislature through the passage of HB 4668, effective June 14, 2021; and

WHEREAS, the District was created pursuant to the powers granted to the Legislature by Article XVI, Section 59, and Article III, Section 52 of the Constitution of Texas, pursuant to the inherent power of the Legislature to create a local government agency and a political subdivision of the State of Texas; and

WHEREAS, the Owners own approximately 386.666 acres of land, as more particularly described in **Exhibit “A”** and shown generally in **Exhibit “B”**, which are attached hereto and fully incorporated herein, which shall hereafter be referred to as the “Property”; and

WHEREAS, the Owners have submitted a petition to the City to consent to the creation of the District and the inclusion of the Property therein as holders of fee simple title of the Property and represent that they own a majority in value of the Land; and

WHEREAS, the Property is generally located South of FM 1283 and West of 471, solely within the City’s Extraterritorial Jurisdiction (“ETJ”) and Medina County (the “County”); and

WHEREAS, following the City’s consent to the creation of the District, Owners (including its successors and assigns) intend to develop the “Project”, as further defined and described herein; and

WHEREAS, in order to provide for the development of the Property in a manner that promotes uniform, controlled, sustainable growth and protects the general health, safety and welfare of persons residing in and adjacent to the City, the Parties desire to enter into this Agreement pursuant to Subchapter G of Chapter 212 of the Texas Local Government Code, § 212.172, et. sec., to reflect that in consideration of Owners’ agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City will agree to consent to the creation of the District within the City’s ETJ and the inclusion of the Property therein; and

WHEREAS, it is the Parties’ intent that the City enter into a Strategic Partnership Agreement (“SPA”) with the District pursuant to Section 43.0751 of the Texas Local Government

Code, which, notwithstanding the terms and conditions of contained in the Agreement, will govern the terms of both limited and full purpose annexation of the Property as well as sales and use taxes to be imposed by the City, a percentage of which will be shared with the District according to the terms of the SPA.

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

I. DEFINITIONS

1.1 “Agreement” shall mean this document executed by the City and Owners, which may be amended from time to time, pursuant to the provisions contained herein and shall constitute a “contract” for the purposes of Chapter 212 of the Local Government Code.

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

1.3 “City” shall have the meaning specified above.

1.4 “City Code” shall mean the City of San Antonio’s Code of Ordinances.

1.5 “City Council” shall mean the City Council of the City of San Antonio, Texas.

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

1.7 “County” shall have the meaning specified above.

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

1.9 “District” shall mean the water control and improvement district created during the 87th Regular Session of the Texas Legislature through the passage of HB 4668, effective June 14, 2021, which wholly includes the District Property.

1.10 “Effective Date” shall mean the effective date of the City’s resolution consenting to the creation of the District.

1.11 “Owners” shall have the meaning specified above and shall include any successors and assigns.

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

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

1.14 “Property” shall mean the real property contained within the District as of the

Effective date as current described in Exhibits “A” and “B”, which are incorporated herein for all purposes.

1.15 “Strategic Partnership Agreement” (“SPA”) is the proposed agreement between the City and the District pursuant to Section 43.0751 of the Code which will govern the terms of both limited and full purpose annexation of the Property and as detailed in Section 4.4 of this Agreement.

1.16 “Unified Development Code” (“UDC”) means the City’s Unified Development Code, codified as Chapter 35 of the City Code.

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

II. REPRESENTATIONS AND ACKNOWLEDGMENTS

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

2.2 Owners represent to the City that they are the owners of the proposed Property and has the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

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

2.4 Owners acknowledge that the City’s consent, described in Section 4.1 below is for the boundaries of the District, as described and depicted in **Exhibit “A”** and **Exhibit “B”** that are attached hereto and for the Project.

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 “E”**.

III. THE PROJECT & PUBLIC INFRASTRUCTURE

3.1 The Project consists of certain proposed public infrastructure intended to serve the Property, as further illustrated in the Preliminary Plan, attached hereto as **Exhibit “C”**.

3.2 The Project may be amended from time to time through any applicable master development plan (“MDP”) process currently outlined in the City’s UDC with review and approval by the Director of Development Services Department who reserves the right to exercise discretion with respect to any MDP review and approvals afforded under the UDC.

IV. CONSIDERATION AND TERMS

4.1 In exchange for Owners' agreement to be bound by the terms of this Agreement, City consents to: (i) the creation of the District within the City's ETJ and the inclusion of the Property therein; and (ii) the District's exercise of the powers granted by Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution, except the City's consent does not include the power to exercise eminent domain.

4.2 The District may not annex additional land into the boundaries of the District without the consent of the City.

4.3 Parties agree that Owners shall pay the following in consideration of the City's consent to the creation of the District:

4.3.1 a Special District application fee in the amount of \$7,500.00.

4.3.2 a Special District Operations Assessment ("Assessment").

4.3.3 The Assessment is due within 30 days of the date of the annual report required in Section 5.4 (3) 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 Medina 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.

4.3.4 Owners currently estimate the Assessment for the Medina County Water Control and Improvement District No. 4 will be Two Hundred Twenty-One Thousand, Two Hundred and No/100 (\$221,200.00) U.S. dollars.

4.3.5 The Assessment is based on the amount of One Hundred Seventy-Five Dollars and No/100 (\$175.00) per Unit.

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

4.4 **Limitation on Debt.** The District may not issue bonds with a maturity that extends beyond December 31, 2055, without the prior approval of the City, which shall not be unreasonably withheld.

4.5 **Strategic Partnership Agreement.** The Parties agree and acknowledge that the Owners will cause the District to enter into an SPA for the purpose of providing terms for limited

purpose annexation for the sole purpose of imposing and collecting sales and use taxes within commercial use areas of the District, and full purpose annexation, such SPA is attached to the Agreement in substantial form as **Exhibit “D”**. In the event the District fails to approve the SPA within eighteen(18) months of execution of this Agreement, Owners agree that the Owners and/or developer of the Property will not be entitled to reimbursement by District for the construction of improvements necessary for the exercise of the District’s powers and duties of a road district and the power to provide water, wastewater or drainage facilities conferred under Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution.

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

4.6 **Non-annexation.** The Parties agree that in exchange for Owners’ agreement to comply with the terms of this Agreement, for the entire term of the Agreement City will continue the ETJ status of the Property and defer annexation of the Property for the term of this Agreement which shall not exceed thirty (30) years from the Effective Date of this Agreement.

4.7 **Voluntary Petition for Annexation.** The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 4.5 above, the City may exercise its right to annex the Property or any portion thereof (the “Annexation Area”) in its sole discretion upon default of this Agreement by the Owners, subject to the provisions of Sections 7.3 and 7.4 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 Property for limited or full purposes at any time.

4.6.1 The Parties agree and acknowledge that Section 4.5 of this Agreement applies only (i) at the end of the term or expiration of this Agreement and (ii) if no SPA covers all or a part of the Property and the City opts to annex any portion of the Property pursuant to this Agreement. Section 4.5 shall not apply to any portion of the Property which is encumbered by a SPA and no voluntary petition for annexation shall extend to such Property as long as a SPA exists for such property.

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

4.9 **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 Code that are required when annexing property under that subchapter. Owners agree to not oppose any action taken by the City to annex the Annexation Area under this Agreement or under Subchapter C-3 of Chapter 43 of the Code.

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

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

“This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 4.3 of the Development Agreement, executed on _____, 2021, and recorded in the deed records of Medina County under Medina County Document No. [_____] which permits the City of San Antonio (“City”) to annex the herein described property upon the terms and conditions set forth therein and subject to any applicable Strategic Partnership Agreement covering such property. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

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

4.12 Subject to Section 5.1.1 of this Agreement, or unless provided for otherwise in this Agreement, Owners agree that it will comply with all City rules, regulations, orders, ordinances and other City laws applicable to all properties within the City’s ETJ, during all phases of development and construction of the Project and during the term of this Agreement.

4.13 Owners shall provide the City with the proposed language to be placed on the ballot for any election to be held pertaining to the creation or confirmation of the District and the imposition of any taxes to be assessed within the District within ninety (90) days from the date of the election.

V. DEVELOPMENT STANDARDS

5.1 Owners agree to comply with the development standards on the Property

as follows:

- 5.1.1 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.
- 5.1.2 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 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.
- 5.1.3 Connectivity: Single family residential subdivisions developed within the Property will comply with the street connectivity ratio as outlined in the UDC.
- 5.1.4 Single-Family Residential Access Points: Owners agree to provide increased road network access points for single family residential subdivisions within the Property which are located within fire and flood prone areas.
- 5.1.5 Solid Waste Infrastructure Standards: Owners agree to construct, as applicable, infrastructure within the 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.
- 5.1.6 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 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.
- 5.1.7 2010 Tree Ordinance: The requirements of the City's 2010 Tree Ordinance will apply to the development of the Property.
- 5.1.8 Lot Development Standards: Single family residential lots within the Property shall have a minimum lot size of 4,000 square feet, a minimum street frontage of twenty feet (20'), and a maximum density of eleven (11)

units per acre. Conformance with these lot development standards shall be verified by the City during the subdivision stage of development. Owners and City acknowledge and agree that these lot development standards shall control single family lot development within the Property notwithstanding any other contrary rules or regulations.

5.2 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 Property; however, this Agreement shall not adversely affect, alter, or extinguish any vested right that Owners, or Owners' successors and/or assigns, may acquire with respect to the 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.

5.3 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.

5.4 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 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. Built-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.

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

5.6 If applicable to the Property as of the Effective Date of this Agreement, Owners shall comply with the uses permitted in the Edwards Aquifer Recharge Zone District referenced in the UDC.

5.7 If applicable to the 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.

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

5.9 If applicable to the 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.

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

5.11 If applicable to the Property as of the Effective Date of this Agreement, Owners shall comply with Chapter 34 of the City Code – Water & Sewers, including compliance with Category 3 pollution prevention criteria.

5.12 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.

5.13 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.

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

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

VI. WRITTEN AGREEMENT REGARDING SERVICES

6.1 In the event the City annexes the Annexation Area pursuant to the terms of Section 4.5, the Parties agree that this Article VI of this 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 owner(s) 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.

6.2 **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.

6.2.1 **Police Protection.** The San Antonio Police Department (“SAPD”) will provide protection and law enforcement services in the Annexation Area within the timeframe established in section 6.1.

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; and
- Any other services or programs provided to the citizens of San Antonio at the time of annexation.

The Annexation Area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed 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; and
- Providing an efficient and effective means of assigning, identifying, and locating officers, within a generalized area, using currently available technology.

The Annexation Area will be served by the substation assigned to that geographic area. There is no specific number of officers that can be assigned to a patrol district. Patrol districts are staffed with at least one officer, 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-site 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.

6.2.2 **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.

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

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

6.2.4 **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.

6.2.5 **Operation and Maintenance of Roads and Streets, including Street Lighting.** The Transportation and Capital Improvements Department (“TCI”) is responsible for the maintenance and repair of streets, bridges, alleys, and related infrastructure within the City’s jurisdiction. Curbs, sidewalks, driveway approaches, curb ramps, and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act standards. Service requests or community concerns for TCI’s response, such as pothole and base and pavement repairs are initiated through the City’s 311 call center or online services.

These services include:

- Emergency Pavement Repair;
- Street Base and Pavement Repair;
- Preventative Street Maintenance;

- Guard Post and Guard Rail Maintenance;
- De-icing and Snow Removal Services;
- Neighborhood Access and Mobility Program;
- Emergency Street Closure Services; and
- 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.

6.2.6 Transportation Systems Management & Operations. If necessary, TCI will provide regulatory signage services. Traffic signal stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. “Call back” service is provided 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.

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

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

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

6.2.8 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.

6.2.9 **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).

6.2.10 **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.

6.3 **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:

6.3.1 **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 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; and
- The Code and ordinances enforced by DSD are subject to changes by the City Council.

6.3.2 **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.

6.3.3 **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.

6.3.4 **Library Services.** The nearest library services to the Annexation Area can be identified through the web address www.mysapl.org/digital. The San Antonio Public Library locations provide the following services:

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

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

6.3.5 **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; and
- Medical Assistance Program benefits.

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

6.3.6 **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.

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

6.4 **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.

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

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

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

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

6.4.5 **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.

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

necessary at this time to provide parks and recreation services.

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

6.4.8 **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.

6.5 This Article VI 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.

VII. DEFAULT

7.1 Subject to Sections 7.3 and 7.4 below, Owners shall be declared in "Default" of this Agreement if Owners violate or cause a violation of any rules, regulations, orders, ordinances, or other laws that are applicable to the Property, as described herein, during the term of this Agreement.

7.2 Subject to Section 7.3 and Section 7.4 below, a Party shall be declared in "Default" if a material breach occurs of any covenant, obligation, or provisions of this Agreement.

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

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

VIII. REMEDIES

8.1 Upon the occurrence of Default by Owners, the defaulting party shall be subject to the enforcement provisions set forth in UDC Section 35-491, as amended, of the City's Code as well as all civil remedies provided by law.

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

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

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

IX. NON-WAIVER

9.1 No course of dealing on the part of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or, privilege owing under this Agreement.

X. ASSIGNMENT

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

10.2 This Agreement (including the duties, rights and obligations set forth herein) may not be assigned by Owners except for assignments to (a) related entities and subsidiaries of Owners, (b) home builders, (c) individual single lot owners, and (d) as described in section 10.3 below, without the prior written consent of City and subject to approval by the City Council, as evidenced by passage of an ordinance. Any subsequent assignment by Owner, except for assignments to related entities and subsidiaries of Owners, home builders, individual single lot owners, and as described in section 10.3 below, shall only be done with the written consent of the City as evidenced by action of the City Council by ordinance.

10.3 Notwithstanding Section 10.2, after the Project has been completed and the Property

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

XI. ENTIRE AGREEMENT

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

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

XII. AMENDMENTS

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

XIII. SEVERABILITY

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

XIV. INDEPENDENT CONTRACTORS

14.1 Owners covenant and agree that they are an independent contractor and are not an officer, agent, servant or employee of the City; that Owners shall have exclusive control of and

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

XV. LEGAL AUTHORITY

15.1 The person(s) executing this Agreement on behalf of the respective Parties, represent, warrant, assure, and guarantee that they have full legal authority to (1) execute this Agreement on behalf of the respective Party, and (2) to bind the respective Party to all of the terms, conditions, provisions, and obligations herein contained.

XVI. VENUE AND GOVERNING LAW

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

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

XVII. PARTIES' REPRESENTATIONS

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

XVIII. NOTICE

18.1 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 (1) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; (2) 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; (3) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery; or (4) 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
Attention: Bridgett White or
Director of the Department
of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

Owners: Kail Family Partners, LP
Attention: Rosalie Kail
18810 Canyon Pass
Helotes, Texas 78203

FMF Development, LLC
Attention: Jeff Scott
10700 Pecan Park Blvd, Suite 150
Austin, Texas 78750

CV Family Limited
Partnership, LLP
Attention: Chris Schuchart
P.O. Box 56
Rio Medina, Texas 78066

Chris Schuchart
P.O. Box 56
Rio Medina, Texas 78066

With copies to: Killen, Griffin & Farrimond, PLLC
Attention: Rob Killen
10101 Reunion Place, Suite 250
San Antonio, Texas 78216

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

XIX. CAPTIONS

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

XX. UNINTENDED OMISSION

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

XXI. COUNTERPARTS

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

XXII. RECORDATION

22.1 This Agreement shall be recorded in the Real Property Records of Medina County.

XXIII. TERM

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

XXIV. FORCE MAJURE

24.1 If either Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of either Party to the extent affected by such force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy (including domestic and foreign terrorism), orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery pipelines or canals, partial or entire failure of water necessary for operation of the sewer system, or of the District to receive waste, and any other incapacities of either Party, whether similar to those enumerated or otherwise, which

are not within the control of either Party, which either Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the affected Party.

-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

ATTEST/SEAL

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Name: _____
Title: City Attorney
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF BEXAR §

§

This instrument was acknowledged before me on this _____ day of _____, 2022 by _____ of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Date: _

Notary Public State of Texas

OWNERS:

KAIL FAMILY PARTNERS, LP
a Texas limited partnership

By: **KAIL, LLC,**
its General Partner

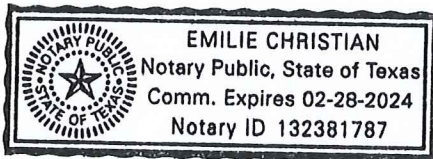
By: Rosalie Kail
Rosalie Kail, Manager

Date: 1-13-22

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on the 13th day of January, 2022, by Rosalie Kail, on behalf of Kail Family Partners, LP, a Texas limited partnership, known to me to the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, on behalf of said company, in the capacity therein stated.



Emilie Christian
Notary Public, State of Texas
My Commission Expires: 2-28-24

OWNERS:

FMF Development, LLC
a Delaware limited liability company

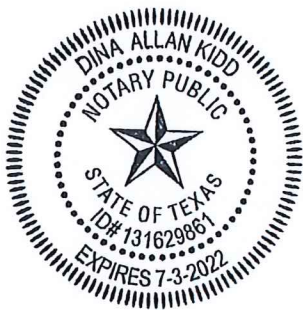
By: 
Jeff Scott, Vice President –
Division President

Date: JAN 14 2022

ACKNOWLEDGEMENT

STATE OF TEXAS §
 WILLIAMSON §
COUNTY OF ~~BEXAR~~ RAK §

The foregoing instrument was acknowledged before me on the 14th day of JANUARY, 2022, by Jeff Scott, on behalf of FMF Development, LLC, a Delaware limited liability company, 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 and consideration therein expressed, on behalf of said company, in the capacity therein stated.



Notary Public, State of Texas
My Commission Expires: 7-3-2022

Dina Allan Kidd

OWNERS:

CV Family Limited Partnership, LLP
a Texas limited partnership

By: Chris Schuchart
Chris Schuchart, General Partner

Date: 1-12-22

ACKNOWLEDGEMENT

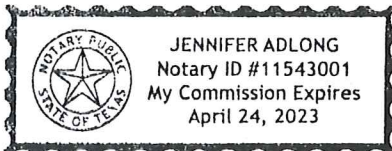
STATE OF TEXAS

§
§
§

COUNTY OF ~~BEXAR~~

Medina

The foregoing instrument was acknowledged before me on the 12 day of January, 2022, by Chris Schuchart, on behalf of CV Family Limited Partnership, LLP, a Texas limited partnership, 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 and consideration therein expressed, on behalf of said company, in the capacity therein stated.



Jennifer A Adlong
Notary Public, State of Texas
My Commission Expires: 04-23-2023

OWNERS:

CHRIS SCHUCHART

Property Owner

By: Chris Schuchart
Chris Schuchart

Date: 1-12-22

ACKNOWLEDGEMENT

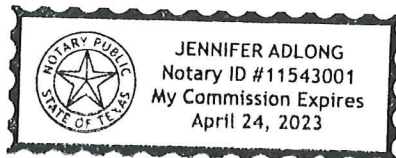
STATE OF TEXAS

§
§
§

COUNTY OF ~~BEXAR~~

Medina

The foregoing instrument was acknowledged before me on the 12 day of January, 2022, by Chris Schuchart, 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 and consideration therein expressed, on behalf of said company, in the capacity therein stated.



Jennifer A. Adlong

Notary Public, State of Texas

My Commission Expires: 04-24-2023

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

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') as 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°04'13", a chord bearing of S 05°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°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°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.



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

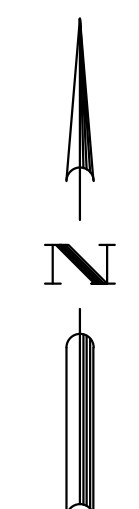


3/19/2021

Date

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

EXHIBIT "B"
SURVEY MAPS



LEGEND

- ABS. ABSTRACT
- AC. ACRES
- DOC. DOCUMENT
- D.R.M.C. DEED RECORDS OF MEDINA COUNTY
- NO. NUMBER
- O.P.R.M.C. OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY
- O.R.M.C. OFFICIAL RECORDS OF MEDINA COUNTY
- PG. PAGE
- PL.R.M.C. PLAT RECORDS OF MEDINA COUNTY
- P.R.M.C. PUBLIC RECORDS OF MEDINA COUNTY
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- SUR. SURVEY
- VOL. VOLUME
- Δ CALCULATED POINT

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 75°12'03" E	146.97'
L2	N 70°56'40" E	300.17'

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	22.15'	612.96'	02°04'13"	S 05°52'13" W	22.15'
C2	1,538.16'	1,969.64'	44°44'39"	S 84°46'27" E	1,499.37'

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83.
2. A METES AND BOUNDS OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EXHIBIT.

THIS SURVEY 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.



Dion P. Albertson
 DION P. ALBERTSON RPLS NO. 4963
 BGE, INC.
 7330 SAN PEDRO AVE., SUITE 202
 SAN ANTONIO, TEXAS 78216
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 TBPELS LICENSED SURVEYING FIRM NO. 10194490

BGE 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

MEDINA COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 4
 386.666 AC. OUT OF THE JOSE JACINTO GONZALES SUR. NO. 255 ABS. NO. 408 & THE BERIANA SANDOVAL SUR. NO. 40 ABS. NO. 840, MEDINA COUNTY, TEXAS

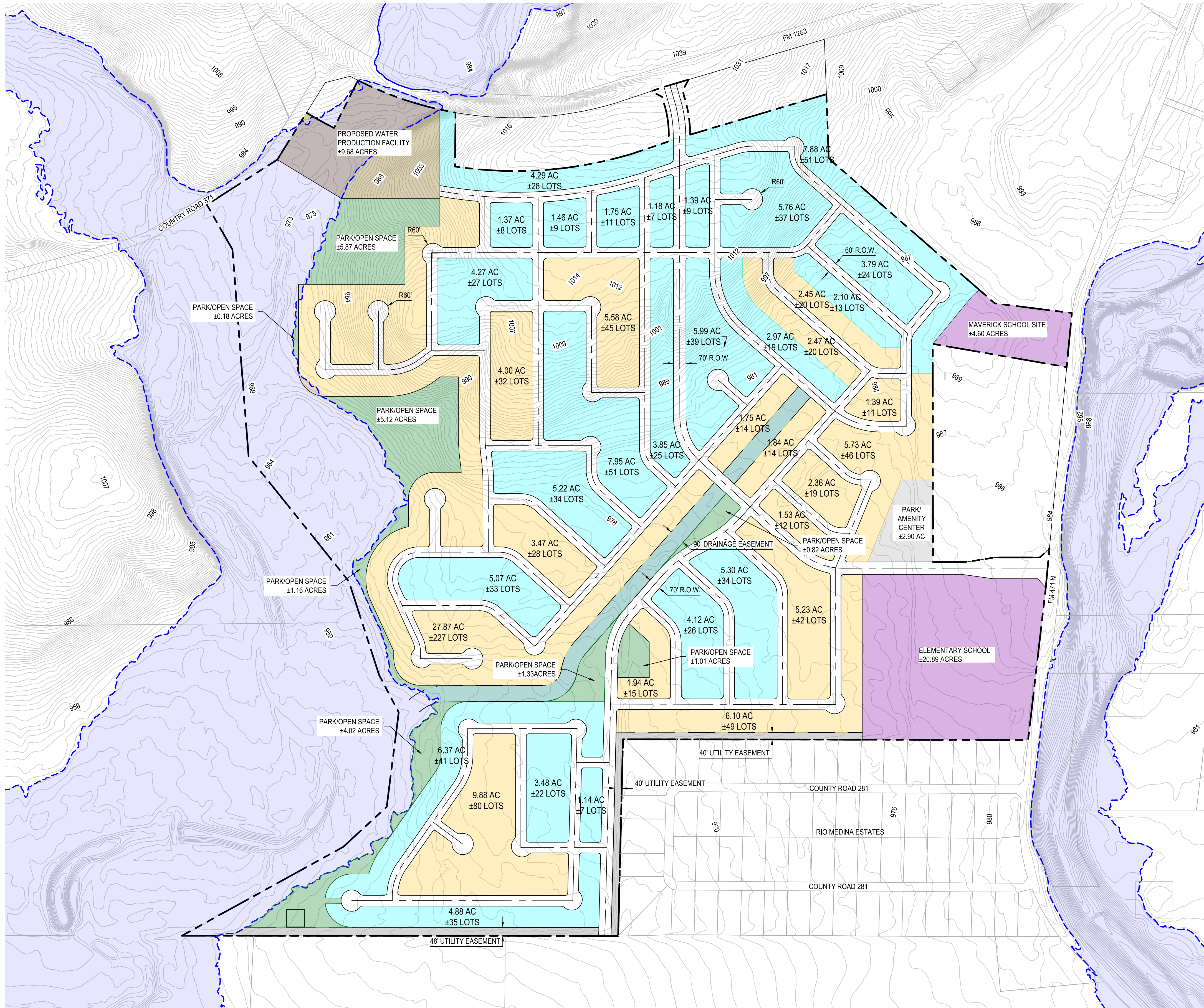
PARTY CHIEF: ~	ISSUE DATE: 03/30/2021	SHEET 1
TECHNICIAN: O.B.	SCALE: 1"=300'	
R.P.L.S.: D.P.A.	JOB NUMBER: 8439-00	OF 1
FIELD BOOK NAME: ~		
BASE FILE: G:\TXC\Projects\SAP\8439-00-Schuchart_Ranch\02-Title Survey\8439-00-Survey\04- Final\Drawings\8439-00.dwg		



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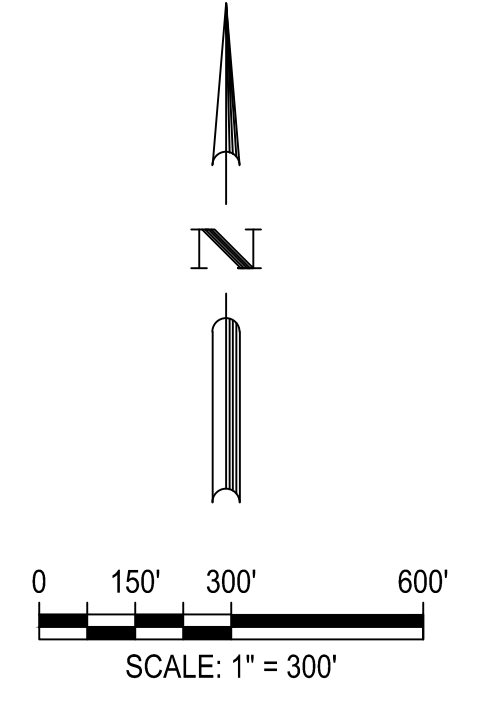
EXHIBIT "C"
PRELIMINARY MASTER DEVELOPMENT PLAN

G:\TXC\Projects\San Antonio Projects\439-00 - Schuchart Ranch\01 - Feasibility\03_CADD\04_ Exhibits\FIG 12.0 LOT DISTRIBUTION EXHIBIT.dwg Layout: Layout1 Plotted: 7/20/2021 11:06:00 AM By: Arath



LEGEND

- PROPERTY BOUNDARY
- EXISTING 1' CONTOURS
- ROADWAY CENTERLINE
- ROADWAY ROW
- 40' X 120' LOTS
- 50' X 120' LOTS
- FEMA FLOODPLAIN
- PARK/OPEN SPACE
- SCHOOL SITE
- FUTURE WATER PRODUCTION SITE
- DRAINAGE EASEMENT
- UTILITY EASEMENT



LOT DISTRIBUTION SUMMARY TABLE	
TOTAL ACREAGE (ACRES)	342.63
FEMA	37.55
NET ACREAGE (OUTSIDE FLOODPLAIN)	305.08
40' X 120' LOTS	674
50' X 120' LOTS	590
TOTAL LOTS	1264
SCHOOL SITE (ACRES)	25.49
PARK/OPEN SPACE (ACRES)	19.51
AMENITY CENTER (ACRES)	2.90
PROPOSED WATER PRODUCTION FACILITY (ACRES)	9.68
LOT DENSITY (LOTS/ACRE)	4.14
COLLECTOR STREET (LF)	4,327
LOCAL STREET (LF)	43,675

REV	DESCRIPTION	DATE	APR



BGE Inc.
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SAN ANTONIO, TX 78216
TEL: 210-581-3600 www.bgeinc.com
TPEP Registration No. F-1946

SCHUCHART RANCH

LOT DISTRIBUTION EXHIBIT

EXHIBIT “D”
STRATEGIC PARTNERSHIP AGREEMENT

EXHIBIT “E”

NOTICE REQUIRED BY TEXAS LOCAL GOVERNMENT CODE, SEC. 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.