

RESOLUTION NO. _____

RECOMMENDING THE CITY OF SAN ANTONIO GRANT ITS CONSENT TO THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO BE CALLED “NORTHLAKE SPECIAL IMPROVEMENT DISTRICT” BY BEXAR COUNTY; AND TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN ANTONIO AND NORTHLAKE SA, LLC, OWNERS OF THE APPROXIMATELY 447.92 ACRE PROPERTY GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF BURSHARD ROAD AND GARDNER ROAD IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY SAN ANTONIO, BEXAR COUNTY, TEXAS.

WHEREAS, the Texas Local Government Code Chapters 382 allows a county to create a Public Improvement Districts (PID) pursuant to Section 52, Article III, and Section 59, Article XVI of the Texas Constitution and for the purposes of creating a program to engage in economic development projects as provided in Section 52-a, Article III, Texas Constitution; and

WHEREAS, the Texas Local Government Code Chapter 382 provides that if one purpose of a political subdivision, which includes a PID, is to supply fresh water for domestic or commercial use or to furnishing sanitary sewer services, roadways, or drainage, a municipality in whose extraterritorial jurisdiction (ETJ) the subdivision is located must give its written consent by ordinance or resolution in order for the subdivision to be created; and

WHEREAS, Northlake SA, LLC. (Owners) own approximately 447.92 acres of land generally located southwest of the intersection of Burshard Road and Gardner Road within the City of San Antonio’s ETJ (the “Property”), more particularly described and depicted in the PID Petition attached as **ATTACHMENT “A,”**; and

WHEREAS, the Owners propose to develop the Property to consist of approximately 2,067 single family units, while reserving approximately 3.26 acres for a future fire department site. The project will also have on-site improvements, including individual lot improvements, streets, utilities, drainage, grading, and SAWS water/sewer extension improvements. Said improvements are depicted in the PID Summary and Master Development Plan (MDP) included in **ATTACHMENT “A”**. Costs for the improvements specified herein are to be paid for through reimbursements by the PID once it has been created; and

WHEREAS, on March 30, 2022, the Owners filed a petition with Bexar County (County) requesting that the County create the Northlake Special Improvement District under Chapter 382 of the Local Government Code, authorize the PID to impose certain taxes within the PID, and delegate the powers of a road district and the powers to construct water, wastewater and drainage facilities to the PID; and

WHEREAS, on May 2, 2022 Owner submitted a petition to the City and on July 11, 2022, Owner submitted a revised petition requesting the City’s consent to the creation of the PID by the County in accordance with Section 382.101 of the Local Government Code; and

WHEREAS, on September 6, 2022, the County Commissioners Court approved a resolution stating their intent to create the PID; and

WHEREAS, in consideration of the City’s consent to the creation of the PID by the County, the Owners have agreed to enter into a 30-year Development Agreement, enclosed in substantially final form as **ATTACHMENT “B,”** which will set forth the conditions of the City’s consent, including the

City's authority to enforce development regulations and city ordinances applicable to other land within the City's ETJ, and will provide terms for the voluntary annexation of the District Property upon expiration of the term of the Agreement; and

WHEREAS, the Development Agreement will also include a Strategic Partnership Agreement (attached in substantial form as an exhibit to the Development Agreement attached hereto as Attachment "B"), which sets out the terms for limited purpose annexation by City of commercial property in the PID and revenue sharing of the of sales and use taxes collected within the PID; and

WHEREAS, the Owners will pay an application fee in the amount of \$7,500.00 and will pay an Operations Assessment Fee in the amount of \$175.00 per residential lot and multifamily unit, which in the Owners' estimation amounts to approximately three hundred sixty-one thousand, seven hundred twenty-five and No/100 (\$361,725) U.S. dollars, and which shall be paid annually based on the number of units built within the PID reflected in an annual report provided by the Owners and as verified by staff; and shall reimburse the City for all costs paid by City for the recording of this Agreement and related documents in the Bexar County property records; and

WHEREAS, the San Antonio Planning Commission held a public hearing on September 14, 2022 and at the conclusion thereof, determined that, subject to the conditions set forth herein, the City should grant its consent to the creation of the PID; and

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF SAN ANTONIO:

SECTION 1. The San Antonio Planning Commission recommends that the City of San Antonio grant its consent to the creation by Bexar County of the Northlake Special Improvement District ("PID") as detailed in the Owner's petition attached as **ATTACHMENT "A"** facilities in accordance with Section 382.101 of the Local Government Code and to the County's delegation to the District the powers granted by Section 52, Article III of the Texas Constitution, the powers and duties of a road district and the power or to construct water, wastewater and drainage. The Planning Commission does not recommend that the City's consent include the powers to exercise eminent domain, annexation, expansion, division, or exclusion of property from the District.

SECTION 2. The San Antonio Planning Commission further recommends that the City Council approve a 30-year Development Agreement, attached in substantially final form as **ATTACHMENT "B"** between the City and Northlake SA, LLC, Owners of the PID property, which includes provisions for the voluntary annexation of the property upon expiration of the term of the Agreement and that establishes services and terms for future annexation of the PID property.

PASSED AND APPROVED ON THIS 14TH DAY OF SEPTEMBER 2022.

Attest:

Approved:

Executive Secretary
San Antonio Planning Commission

Matthew Proffitt, Chair
San Antonio Planning Commission

ATTACHMENT “A”
PID Petition

KENNETH W. BROWN, AICP
DANIEL ORTIZ
JAMES MCKNIGHT



CAROLINE McDONALD
KEVIN DEANDA
MATTHEW T. GILBERT

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

PAUL M. JUAREZ
OF COUNSEL

July 11, 2022

Honorable Debbie Racca-Sittre
City Clerk
City of San Antonio
100 Military Plaza, 1st Floor
San Antonio, Texas 78205

VIA HAND DELIVERY

RE: Petition for Consent to the Creation of the Northlake Special Improvement District, in accordance with Chapter 382 of the Texas Local Government Code, to Include Property Generally Located Southwest of the Intersection of New Sulphur Springs Road and Burshard Road, in the Extraterritorial Jurisdiction (“ETJ”) of the City of San Antonio Bexar County, Texas (the “Subject Property”); *Our File No. 10266.001.*

Dear Ms. Racca-Sittre:

On behalf of Northlake SA, LLC (the “Petitioner”) we respectfully submit the enclosed Petition to the City of San Antonio Planning Department. Included with this correspondence are documents and exhibits related to the request for consent to creation of the Northlake Special Improvement District and the inclusion of the Subject Property therein, all as further described in the attached Petition and exhibits. Please find enclosed:

1. A signed Petition submitted to Bexar County requesting consent to the creation of the Northlake PID (**Exhibit “1”**);
2. Northlake Special Improvement District Layout (**Exhibit “2”**);
3. Northlake Special Improvement District Summary and Timeline (**Exhibit “3”**);
4. Northlake Special Improvement District Financial Projections (**Exhibit “4”**);
- 5.

Please do not hesitate to contact our office should you have any questions or need any additional information in connection with this Petition.

Thank you,

BROWN & ORTIZ, P.C.

BY:



Daniel Ortiz

Enclosures: As Stated

EXHIBIT "1"
**PETITION SUBMITTED TO BEXAR COUNTY REQUESTING CONSENT TO CREATION
OF THE NORTHLAKE PID**



VG-76-2022-20220080430

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20220080430
Recorded Date: March 30, 2022
Recorded Time: 4:13 PM
Total Pages: 14
Total Fees: \$74.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
3/30/2022 4:13 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO BE
NAMED THE NORTHLAKE SPECIAL IMPROVEMENT DISTRICT**

RECEIVED
CLERK OF COURTS
BEXAR COUNTY TEXAS
2022 MAR 30 PM 4:02

STATE OF TEXAS §
§
COUNTY OF BEXAR §

TO: THE HONORABLE COMMISSIONERS COURT OF BEXAR COUNTY, TEXAS

The undersigned petitioner ("Petitioner") acting pursuant to the provisions of Chapter 382 of the Texas Local Government Code, as amended (the "Code"), submit this petition ("Petition") to the Commissioners Court of Bexar County, Texas, to request the creation of a public improvement district, within the extraterritorial jurisdiction ("ETJ") of the City of San Antonio ("City"), Bexar County, Texas ("County"). Specifically, the Petitioner requests that the County create a public improvement district and include the property described in **Exhibit "A"** attached hereto ("Subject Property") within such public improvement district. In support of this Petition, the Petitioner presents the following:

I. PETITIONERS

In compliance with the requirements of the Code, and as determined by the current tax roll of the Bexar County Appraisal District, the Petitioner constitutes the owner representing more than fifty-percent (50%) of the appraised value of taxable real property proposed to be included within the public improvement district proposed in this Petition.

Attached to this Petition is a sworn statement, affirming the Petitioner is the holder of fee simple title to more than fifty-percent (50%) of the appraised value of taxable real property proposed to be included within the District (as defined below) and is the owner representing more than fifty-percent (50%) of all record owners of property within the proposed District. Petitioner requests, and consents to, the creation of the District, as set forth in this Petition. The sworn statement of the Petitioner is attached hereto as **Exhibit "B"** and incorporated herein for all purposes.

II. NAME

A public improvement district is being requested, which will be named the "Northlake Special Improvement District" (referred to herein as the "District").

III. BOUNDARIES

The proposed boundaries of the District shall include the Subject Property, more particularly described in **Exhibit "A"** attached hereto and incorporated herein for all purposes. The total acreage of the District is approximately 447.92 acres. None of the land to be included in the District is within the corporate boundaries of any municipality and all of the land proposed to be included in the District is in the extraterritorial jurisdiction of the City and in the County.

IV. GENERAL NATURE OF THE PROPOSED PUBLIC IMPROVEMENTS

The Petitioner requests that the County create a public improvement district and authorize it to engage in economic development projects and grant to the District the powers requested in this Petition. The District proposes to enter into development agreements as are deemed advisable to promote state and local economic development and to stimulate residential and commercial activity in the District. The general nature of the work proposed to be done may include, but is not limited to: onsite roads (including, but not limited to, a collector road); offsite roads (including construction of a turn lane); offsite utility extension; onsite public improvements for residential lots (sewer, water, streets, and drainage); the improvement and construction of water, sanitary sewer, dry utilities (gas and electric) detention ponds, storm sewer, impact fees for capacity, road, landscaping in public right of ways, or sidewalks; right of way acquisition costs; easement acquisition costs; appraisal costs; geotechnical engineering costs; environmental inspection/testing and remediation costs; well plugging costs; demolition costs; water and sewer impact fees; floodplain reclamation costs; tree mitigation costs; park/entry/amenity improvement costs; including any cost or expense of purchasing, constructing, maintaining, acquiring, owning, operating, repairing, leasing, improving, extending, or paying for inside (i.e. onsite) and outside (i.e. offsite) the district boundaries flood plains and wetlands regulation and endangered species permits, stormwater permits, including mitigation; and all works, improvements, facilities, plants, equipment, appliances, interest in property, and contract rights needed thereof, and administrative facilities needed in connection therewith, related surveying, engineering, and legal fees, costs and expenses, and all rights of way and other interests in land necessary or convenient in connection therewith, as well as reasonable contingencies, associated with the costs of public improvements. Further, the public improvements financed by the District may include any public improvements in compliance with Chapter 382 of the Code, as amended, and in accordance with the governing laws.

V. ESTIMATED COSTS OF THE PROPOSED CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

The total estimated capital cost for the District's public improvements is approximately \$83,485,600. Such costs can be partially offset with the imposition of taxes and the issuance of bonds by the District, as further described herein.

VI. NATURE OF THE DISTRICT AND AUTHORITY

The District is expressly requested pursuant to Chapter 382 of the Code. The District shall be created for the purposes of a district created and organized under Section 52, Article III, and Section 59, Article XVI of the Texas Constitution, Chapters 380, 381, 382, and 383 of the Code, and for the purpose of creating a program for economic development as provided in Section 52, Article III of the Texas Constitution, and for any other lawful purpose authorized by the governing laws.

The Petitioner specifically requests that:

- (1) the County authorize the District to exercise the powers granted under Chapter 382 of the Code;
- (2) the County delegate to the District all powers that the County is granted pursuant to Chapter 382; and
- (3) the County authorize the District to engage in economic development projects, as the District may enter into development agreements which are deemed advisable to promote state and local economic development and to stimulate business and commercial activity in the District.

VII. ROAD IMPROVEMENTS

The Petitioner requests that pursuant to Section 382.109 of the Code the County designate and approve the proposed onsite and offsite road improvements as a "Road Improvement Project" and designate and approve such Road Improvement Project as a targeted economic development project, which is of an economic benefit to the District, to the Subject Property within the District, and to the County.

VIII. ADVISORY BOARD

As authorized by the Code, an advisory body may be established by the County to develop and recommend an improvement plan. However, an improvement plan is not necessary or applicable, as the Petitioner does not propose that the District be granted with the power to impose assessments.

IX. MANAGEMENT OF THE DISTRICT AND BOARD OF DIRECTORS

The Petitioner specifically requests the County appoint a seven (7) member Board of Directors to govern the District and approve their respective terms in accordance with Section 382.051 of the Code, as the population of the District is less than 1,000 persons. The Petitioner also requests that the County delegate to the District's Board of Directors the County's powers and duties provided by Chapter 382 of the Code, in order for the Board of Directors to oversee, manage, and govern the District to the fullest extent authorized by the Code.

X. TAXES AND BONDS

The Petitioner requests that the County authorize the District to accomplish its purposes and the costs of services and improvements by imposing an ad valorem tax. The District shall also have the authority to issue bonds, negotiate promissory notes, and other District obligations, as further described herein.

The Petitioner specifically requests that:

- (1) the District's proposed improvements be financed and paid for with taxes authorized by Chapter 382 of the Code instead of assessments;

- (2) the County grant the District authority to impose an ad valorem tax and a sales and use tax to accomplish the economic development purposes prescribed by Section 52a, Article III, of the Texas Constitution;
- (3) the County grant the District authority, in accordance with Section 382.152 of the Code, to issue bonds, negotiable promissory notes and other District obligations, which may be secured by District revenue or any type of District taxes, or any combination of taxes and revenue pledged to the payment of bonds; and
- (4) the County grant the District authority as provided in Sections 382.158 and 382.159 of the Code, regarding borrowing and repayment of costs, respectively.

In regards to the proposed tax rates, the Petitioner specifically requests that the County authorize the District to:

- (1) impose an ad valorem tax not to exceed the City's tax rate; and
- (2) impose a sales and use tax at a rate of 2% per taxable sale, subject to the state and local sales and use tax rates in the District.

XI. METHOD OF ASSESSMENT

The Petitioner does not propose that the District be granted the power to impose assessments, and accordingly, the Petitioner is not required to present a Service Plan, an Assessment Plan (including method of assessment), or to prepare an Assessment Roll. As stated above, the Petitioner requests that the District's proposed improvements be financed and paid for with taxes authorized by Chapter 382 of the Code instead of assessments.

XII. APPORTIONMENT OF COST BETWEEN COUNTY AND THE DISTRICT

Approval and creation of District will not obligate the County to provide any funds to finance the proposed public improvements. All costs of the District shall be paid by and apportioned to the District, and not to the County, as a whole.

XIII. ADVISABILITY AND FEASIBILITY OF THE DISTRICT AND BEST INTERESTS OF THE COUNTY

The District and its proposed improvements and economic development projects appear feasible and are necessary and advisable for the economy of the District and the County. Additionally, the County may create a public improvement district if the County determines it is in the best interest of the County. The area comprising the District is not presently developed, and therefore, the proposed District is necessary to pay for or finance public improvements and economic development within the District. Furthermore, the District will serve the public purpose of promoting and encouraging new residential development (among other types of development) in the District and the County, which will encourage employment and economic activity within the District and the County. As such, the County's creation of the District is in the best interest of the County, as the District and the proposed

XIV. FILING WITH THE COUNTY CLERK

This Petition will be filed with the County Clerk in support of the creation of the District, as described herein.

XV. PRAYER

This Petition requests that the County create the District, include the Subject Property therein, and grant to the District the powers requested in the Petition. The Petitioner prays that this Petition be heard and the Commissioners Court set a hearing date, publish notice of, conduct a hearing, make certain findings, and enter an Order creating the District in a manner authorized under Chapter 382 of the Code and as described herein.

Signature(s) on the Following Page(s)

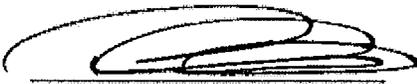
Wherefore, this Petition satisfies all of the requirements of the Code for the creation of the District, and the Petitioner respectfully requests the County create the District and include the Subject Property within such District, as described herein.

Respectfully submitted, this 29th day of March, 20 22.

PETITIONER:

NORTHLAKE SA, LLC,
a Texas limited liability company

By:

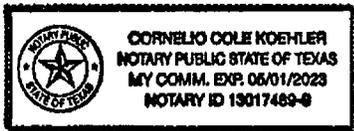


Clint Jones
Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF COMAL §

The foregoing instrument was acknowledged before me on the 24th day of March, 2022, by Clint Jones, on behalf of NORTHLAKE SA, LLC, a Texas 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 therein expressed, on behalf of said company, in the capacity therein stated.



Notary Public State of Texas
Printed Name of Notary: Cornelio Cole Koehler
Commission Expiration: 06/01/2023

EXHIBIT A
FIELD NOTES OF THE SUBJECT PROPERTY

THENCE: N 00°17'41" W, along and with the east line of said 10.59 acre tract of land and the west line of said 454.023 acre tract of land, passing at a distance of 570.86 feet a ½" iron rod with cap stamped "JOHN HOWARD SURVEYING" found at the northeast corner of said 10.59 acre tract of land and the southeast corner of that called 10.88 acre tract of land conveyed to Salvador Valladolid and Javier Valladolid and described in Volume 16625, Page 2148, recorded April 10, 2014 in the O.P.R., and continuing along and with the east line of said 10.88 acre tract of land, a total distance of **2178.90 feet** to a 8" fence corner post found in the southerly right-of-way of said Burchard Road, for the northeast corner of said 10.88 acre tract of land and the northwest corner of said 454.023 acre tract of land and the tract described herein, whence a found ½" iron rod bears S 89°36'17" W, a distance of 643.63 feet;

THENCE: Along and with the southerly right-of-way of said Burshard Road and the north line of said 454.023 acre tract of land, the following two (2) courses:

1. **N 89°36'17" E** a distance of **2407.29 feet** to a set ½" iron rod with cap stamped "KFW SURVEYING";
2. **S 89°47'08" E** a distance of **1291.35 feet** to the **POINT OF BEGINNING** and containing **447.92 acres** more or less, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW SURVEYING. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 19-001
Prepared by: KFW Surveying
Date: January 11, 2019
File: S:\Draw 2019\19-001 Calaveras\DOCS\19-001 Calaveras description TCP 01112019.doc

EXHIBIT B
PETITIONER'S SWORN STATEMENT

**SWORN AFFIDAVIT OF FEE SIMPLE OWNER OF REAL PROPERTY REQUESTING
CREATION OF, AND CONSENTING TO INCLUSION IN, THE NORTHLAKE SPECIAL
IMPROVEMENT DISTRICT**

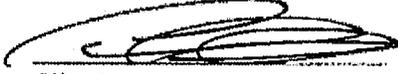
Northlake SA, LLC, a Texas limited liability company (hereinafter "Owner") hereby affirms that they are the fee simple owner of real property located in Bexar County. Owner requests the creation of the Northlake Special Improvement District (the "District") and consents to the inclusion of said real property within its boundaries. The description of the real property owned by Owner, and which Owner wishes to include within the proposed District is attached as **Exhibit "A"** to the Petition for the creation of the Northlake Special Improvement District.

By the signatures below, Owner verifies, for purposes of Chapter 382 of the Texas Local Government Code that they are the owner of taxable real property described in **Exhibit "A"** below, representing more than fifty-percent (50%) of the appraised value of taxable real property within the proposed District, and that they constitute more than fifty-percent (50%) of all record owners of property within the proposed District or that they own taxable real property that constitutes more than fifty-percent (50%) of the area of all taxable real property within the proposed District.

-Signature(s) on the Following Page(s)-

OWNER:

NORTHLAKE SA, LLC,
a Texas limited liability company

By: 

Clint Jones
Manager

ACKNOWLEDGEMENT

STATE OF TEXAS

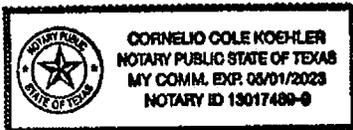
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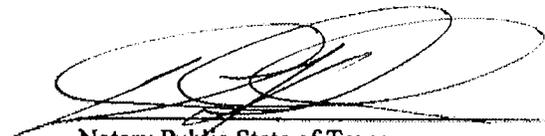
COUNTY OF COMAL

§

§

The foregoing instrument was acknowledged before me on the 14TH day of March, 2022, by Clint Jones, on behalf of NORTHLAKE SA, LLC, a Texas 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 therein expressed, on behalf of said company, in the capacity therein stated.





Notary Public State of Texas

Printed Name of Notary Cornelio Cole Koehler

Commission Expiration: 05/01/2023

Sworn Affidavit
Northlake Special Improvement District



LUCY ADAME-CLARK

BEXAR COUNTY CLERK

100 Dolorosa, Suite 104
San Antonio, TX 78205

(210) 335-2216

Mon - Fri 8am - 5pm

Visit our website at:

www.Bexar.org

Receipt Number: 20220330001055

Status: ORIGINAL COPY

Classification	Document Type	Document #	Book/Vol/Page	# Pages	Gr/Ser#	Amount
Real Property Recordings	MISC	20220080430		14		\$74.00

Total Documents : 1

Total: \$74.00

Payment Method	Payment ID	Additional Info	Amount
Check	10876	WALK IN	\$74.00

Tender Subtotal:

Total Payments: \$74.00

Check: \$74.00

Change Due: \$0.00

Client Name: BROWN AND ORTIZ

Date: 03/30/2022 | 04:13PM

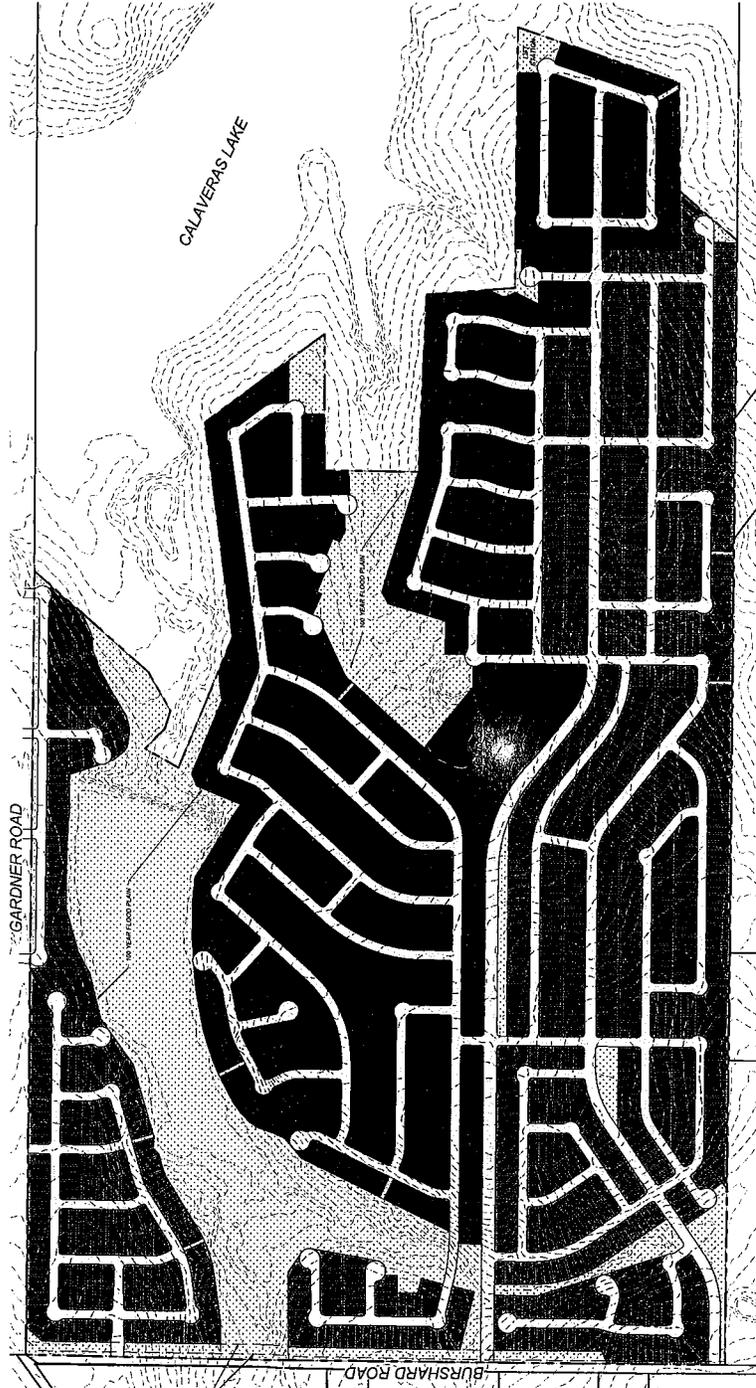
Clerk: Adam B

EXHIBIT "2"
NORTHLAKE SPECIAL IMPROVEMENT DISTRICT LAYOUT



LAND USE TABLE

LOT SIZE	LOTS	AREA (ACRES)	GREENSPACE (ACRES)	PARKING SPACES	PERCENTAGE IMPROVEMENT	RESIDENTIAL AREA (ACRES)
1.172	132	155.62	7.37	0.00	0.92	137.24
865	14	124.60	74.45	5.59	0.00	24.56
TOTAL	2097	279.92	81.82	5.59	0.92	161.80



ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS OTHERWISE NOTED.

EXHIBIT "3"
NORTHLAKE SPECIAL IMPROVEMENT DISTRICT SUMMARY AND TIMELINE



112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

PAUL M. JUAREZ
OF COUNSEL

NORTHLAKE SPECIAL IMPROVEMENT DISTRICT
PID SUMMARY

1. Public Improvement District:

- a. Name: Northlake Special Improvement District
- b. Location: Southwest of Burshard Road and Gardner Road
- c. Applicant: Northlake SA, LLC
- d. Jurisdiction: Bexar County (City of San Antonio's Extraterritorial Jurisdiction)
- e. Acreage: +/- 447.92 acres
- f. Water: Partially within East Central Special Utility District CCN
- g. Sewer: No CCN (will be served by SAWS)

2. Statutory Authority, Ad Valorem Tax, and Sales and Use Tax:

- a. The Northlake Special Improvement District (District) would be a public improvement district created pursuant to Chapter 382 of the TX Local Government Code with the power to assess ad valorem tax at a rate not to exceed the City's tax rate and the power to issue bonds.

3. Project:

- a. 2,067 single family residential lots with a mix of lot sizes and +/-3.26-acres for a Fire Department site
- b. Proposed On-Site Improvements: Individual Lot Improvements, Streets, Utilities, Drainage, and Grading
- c. Proposed Off-Site Improvements: Offsite SAWS Water and Sewer Extension
- d. Improvements are dependent on phasing/adjacent platting, other developer improvements, and reimbursements through the District

KENNETH W. BROWN, AICP
DANIEL ORTIZ
JAMES MCKNIGHT

BROWN & ORTIZ, P.C.
ATTORNEYS AT LAW

CAROLINE McDONALD
KEVIN DEANDA
MATTHEW T. GILBERT

112 E. PECAN STREET
SUITE 1360
SAN ANTONIO, TEXAS 78205
TELEPHONE: 210.299.3704
FAX: 210.299.4731

PAUL M. JUAREZ
OF COUNSEL

**NORTHLAKE SPECIAL IMPROVEMENT DISTRICT
DRAFT TIMELINE**

Submit Petition Requesting Creation of the Northlake PID to Bexar County (<i>provide electronic and hard copies of Petition to the City of San Antonio</i>)	March 30, 2022
Meet with County Commissioners and with City of San Antonio Staff / Negotiate Development Agreement with City	April 2022
County Meeting to Approve Resolutions of Intent (<i>Hearing to consider and accept the Petition and adopt a Resolution of Intent to establish the Northlake PID</i>)	May 3, 2022
Deadline to have Northlake PID Development Agreement finalized and all Exhibits to City	May 9, 2022
Planning Commission Meeting (<i>Briefing on proposed Northlake PID</i>)	May 25, 2022
Planning Commission Meeting (<i>Hearing regarding proposed Northlake PID</i>)	June 8, 2022
City Council Meeting (<i>adopt resolutions granting consent to the establishment of the Northlake PID and an Ordinance approving Development Agreement</i>)	June 23, 2022
Deadline to Post Notice of Commissioners Court Creation of Northlake PID in SA Express News and Mailed to Property Owners <i>TLGC 372.009(c) and (d)</i>	June 27, 2022
County Meeting to Create Northlake PID and Appoint a Board of Directors (<i>the County must approve orders establishing the Northlake PID and appointing Members to the Northlake PID Board of Directors</i>)	July 12, 2022
Board of Directors Organizational Meeting to Call Election	June 22 – August 15, 2022
Last Day for Board to Call an Election	August 22, 2022
Election to Confirm PID and Approve Taxes and Bonds & Voters Affidavits Signed (<i>note that there are numerous election requirements, which are not included herein</i>)	November 8, 2022
Board Meeting to Canvass Election Results	November 9 – December 31, 2022

EXHIBIT "4"
NORTHLAKE SPECIAL IMPROVEMENT DISTRICT FINANCIAL PROJECTIONS

**Northlake PID
Table of Contents
April 22, 2022**

Exhibit	Title	PDF Page No.
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A	PID Analysis Summary	2
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D	Calculation of Direct Economic Impact from Date Property Goes on Tax Roll	5
F	PID Qualified Costs	6
G	Off-Site Improvements Cost Schedule	7

Exhibit A
Northlake PID
PID Analysis Summary
April 22, 2022

Description	Amount
PID Tax Rate (per \$100 AV)	0.55827
O&M Rate (per \$100 AV) - First 5 Years	0.18609
O&M Rate (per \$100 AV) - Remaining Term	0.09304
Inflation Rate	0.00%
Property Tax Collection Rate	95.00%
Single Family Residential Units	2,067
PID Revenues Collected	\$ 56,274,007
Total Eligible PID Costs	\$ 83,485,600

Exhibit B
Northlake PID
Project and PID Revenues Analysis
SINGLE FAMILY RESIDENTIAL
April 22, 2022

Year No.	Year on Tax Rolls [a]	Cumulative Housing Units on the Ground [b]	Taxable Basis per Unit	Total Taxable Basis [c]	Ad Valorem Tax / (100*0.55827) [d]	Cumulative
1	2025	107	\$ 220,000	\$ 23,540,000	\$ 124,846	\$ 124,846
2	2026	257	220,000	56,540,000	299,864	424,709
3	2027	407	220,000	89,540,000	474,881	899,591
4	2028	557	220,000	122,540,000	649,899	1,549,490
5	2029	707	220,000	155,540,000	824,917	2,374,406
6	2030	857	220,000	188,540,000	999,934	3,374,340
7	2031	1,007	220,000	221,540,000	1,174,952	4,549,292
8	2032	1,157	220,000	254,540,000	1,349,969	5,899,261
9	2033	1,307	220,000	287,540,000	1,524,987	7,424,249
10	2034	1,457	220,000	320,540,000	1,700,005	9,124,253
11	2035	1,607	220,000	353,540,000	1,875,022	10,999,276
12	2036	1,757	220,000	386,540,000	2,050,040	13,049,316
13	2037	1,907	220,000	419,540,000	2,225,058	15,274,373
14	2038	2,067	220,000	454,740,000	2,411,743	17,686,116
15	2039	2,067	220,000	454,740,000	2,411,743	20,097,860
16	2040	2,067	220,000	454,740,000	2,411,743	22,509,603
17	2041	2,067	220,000	454,740,000	2,411,743	24,921,346
18	2042	2,067	220,000	454,740,000	2,411,743	27,333,089
19	2043	2,067	220,000	454,740,000	2,411,743	29,744,832
20	2044	2,067	220,000	454,740,000	2,411,743	32,156,575
21	2045	2,067	220,000	454,740,000	2,411,743	34,568,318
22	2046	2,067	220,000	454,740,000	2,411,743	36,980,062
23	2047	2,067	220,000	454,740,000	2,411,743	39,391,805
24	2048	2,067	220,000	454,740,000	2,411,743	41,803,548
25	2049	2,067	220,000	454,740,000	2,411,743	44,215,291
26	2050	2,067	220,000	454,740,000	2,411,743	46,627,034
27	2051	2,067	220,000	454,740,000	2,411,743	49,038,777
28	2052	2,067	220,000	454,740,000	2,411,743	51,450,520
29	2053	2,067	220,000	454,740,000	2,411,743	53,862,264
30	2054	2,067	220,000	454,740,000	2,411,743	56,274,007
Totals:					\$ 56,274,007	\$ 56,274,007

Footnotes:

[a] For purposes of this analysis, it has been assumed that value additions will appear on the tax rolls 2 year following sale.

[b] Assumes 50% of homes built will be sold in the same year as lot sale.

[c] Assumes 0.0% annual inflation.

[d] Assumes a Collection Ratio of 95.00%.

Exhibit C
Northlake PID
Summary of Cumulative Impact - Ad Valorem Revenues at Build-out
April 22, 2022

Summary of Cumulative Impact									
Year No.	Year	Bexar County	Bexar County Rd & Flood	SA River Authority	Alamo College	Univ Health System	East Central ISD	Bexar County ESD # 10	Total
15	Year 2039	\$ 9,947,985	\$ 852,054	\$ 668,885	\$ 5,369,437	\$ 9,944,529	\$ 39,168,272	\$ 3,600,025	\$ 69,551,187
20	Year 2044	\$ 15,916,776	\$ 1,363,286	\$ 1,070,215	\$ 8,591,100	\$ 15,911,246	\$ 62,669,235	\$ 5,760,040	\$ 111,281,899
25	Year 2049	\$ 21,885,567	\$ 1,874,519	\$ 1,471,546	\$ 11,812,762	\$ 21,877,964	\$ 86,170,198	\$ 7,920,055	\$ 153,012,611
30	Year 2054	\$ 27,854,358	\$ 2,385,751	\$ 1,872,877	\$ 15,034,424	\$ 27,844,681	\$ 109,671,162	\$ 10,080,070	\$ 194,743,324

**Exhibit D
Northlake PID
Calculation of Direct Economic Impact from Date Property Goes on Tax Roll
April 22, 2022**

Year on Tax Rolls	Bexar County		SA River Auth.		Bexar County Rd & Flood		Alamo College		Univ Health System		East Central ISD		Bexar County ESD #10	
	Annual Revenue	Cumulative Revenue	Annual Revenue	Cumulative Revenue	Annual Revenue	Cumulative Revenue	Annual Revenue	Cumulative Revenue	Annual Revenue	Cumulative Revenue	Annual Revenue	Cumulative Revenue	Annual Revenue	Cumulative Revenue
2025	\$ 61,796	\$ 61,796	\$ 4,155	\$ 4,155	\$ 5,293	\$ 5,293	\$ 33,354	\$ 33,354	\$ 61,774	\$ 61,774	\$ 243,309	\$ 243,309	\$ 22,363	\$ 22,363
2026	148,426	210,222	9,980	14,135	18,006	18,006	80,113	113,467	148,374	210,149	584,397	827,707	53,713	76,076
2027	235,055	445,277	15,805	29,940	38,138	38,138	126,871	240,339	234,974	445,122	925,485	1,753,192	85,063	161,139
2028	321,685	766,962	21,630	51,569	65,691	65,691	173,630	413,969	321,573	766,696	1,266,573	3,019,766	116,413	277,552
2029	408,315	1,175,277	27,454	79,024	100,664	100,664	220,389	634,357	408,173	1,174,869	1,607,661	4,627,427	147,763	425,315
2030	494,945	1,670,222	33,279	112,303	143,056	143,056	267,147	901,504	494,773	1,669,642	1,948,749	6,576,177	179,113	604,428
2031	581,575	2,251,796	39,104	151,407	192,868	192,868	313,906	1,215,410	581,372	2,251,014	2,289,837	8,866,014	210,463	814,891
2032	668,204	2,920,001	44,929	196,336	250,101	250,101	360,664	1,576,074	667,972	2,918,986	2,630,925	11,496,940	241,813	1,056,704
2033	754,834	3,674,835	64,652	247,089	314,753	314,753	407,423	1,983,497	754,572	3,673,558	2,972,013	14,468,953	273,163	1,329,867
2034	841,464	4,516,299	56,579	303,668	386,625	386,625	454,181	2,437,678	841,171	4,514,730	3,313,101	17,782,054	304,513	1,634,380
2035	928,094	5,444,392	62,403	366,071	466,317	466,317	500,940	2,938,617	927,771	5,442,501	3,654,189	21,436,244	335,863	1,970,243
2036	1,014,723	6,459,116	68,228	434,299	533,229	533,229	547,698	3,486,316	1,014,371	6,456,872	3,995,277	25,431,521	367,213	2,337,456
2037	1,101,353	7,560,469	74,053	508,352	647,561	647,561	594,457	4,080,772	1,100,971	7,557,842	4,336,365	29,767,887	398,563	2,736,019
2038	1,193,758	8,754,227	80,266	588,618	749,807	749,807	644,332	4,725,105	1,193,343	8,751,186	4,700,193	34,468,079	432,003	3,168,022
2039	1,193,758	9,947,985	80,266	668,885	852,054	852,054	644,332	5,369,437	1,193,343	9,944,529	4,700,193	39,168,272	432,003	3,600,025
2040	1,193,758	11,141,743	80,266	749,151	954,300	954,300	644,332	6,013,770	1,193,343	11,137,873	4,700,193	43,868,465	432,003	4,032,028
2041	1,193,758	12,335,502	80,266	829,417	1,056,547	1,056,547	644,332	6,658,102	1,193,343	12,331,216	4,700,193	48,568,657	432,003	4,464,031
2042	1,193,758	13,529,260	80,266	909,683	1,158,793	1,158,793	644,332	7,302,435	1,193,343	13,524,560	4,700,193	53,268,850	432,003	4,896,034
2043	1,193,758	14,723,018	80,266	989,949	1,261,040	1,261,040	644,332	7,946,767	1,193,343	14,717,903	4,700,193	57,969,043	432,003	5,328,037
2044	1,193,758	15,916,776	80,266	1,070,215	1,363,286	1,363,286	644,332	8,591,100	1,193,343	15,911,246	4,700,193	62,669,235	432,003	5,760,040
2045	1,193,758	17,110,534	80,266	1,150,482	1,465,533	1,465,533	644,332	9,235,432	1,193,343	17,104,590	4,700,193	67,369,428	432,003	6,192,043
2046	1,193,758	18,304,293	80,266	1,230,748	1,567,779	1,567,779	644,332	9,879,765	1,193,343	18,297,933	4,700,193	72,069,620	432,003	6,624,046
2047	1,193,758	19,498,051	80,266	1,311,014	1,670,026	1,670,026	644,332	10,524,097	1,193,343	19,491,277	4,700,193	76,769,813	432,003	7,056,049
2048	1,193,758	20,691,809	80,266	1,391,280	1,772,272	1,772,272	644,332	11,168,430	1,193,343	20,684,620	4,700,193	81,470,006	432,003	7,488,052
2049	1,193,758	21,885,567	80,266	1,471,546	1,874,519	1,874,519	644,332	11,812,762	1,193,343	21,877,964	4,700,193	86,170,198	432,003	7,920,055
2050	1,193,758	23,079,325	80,266	1,551,812	1,976,765	1,976,765	644,332	12,457,095	1,193,343	23,071,307	4,700,193	90,870,391	432,003	8,352,058
2051	1,193,758	24,273,084	80,266	1,632,079	2,079,012	2,079,012	644,332	13,101,427	1,193,343	24,264,651	4,700,193	95,570,584	432,003	8,784,061
2052	1,193,758	25,466,842	80,266	1,712,345	2,181,258	2,181,258	644,332	13,745,759	1,193,343	25,457,994	4,700,193	100,270,776	432,003	9,216,064
2053	1,193,758	26,660,600	80,266	1,792,611	2,283,504	2,283,504	644,332	14,390,092	1,193,343	26,651,338	4,700,193	104,970,969	432,003	9,648,067
2054	1,193,758	27,854,358	80,266	1,872,877	2,385,751	2,385,751	644,332	15,034,424	1,193,343	27,844,681	4,700,193	109,671,162	432,003	10,080,070
TOTAL	\$ 27,854,358		\$ 1,872,877		\$ 2,385,751		\$ 15,034,424		\$ 27,844,681		\$ 109,671,162		\$ 10,080,070	

Year	Summary of Cumulative Impact				
	Bexar County	SA River Auth.	Alamo College	Univ Health System	Bexar County ESD #10
2039	\$ 9,947,985	\$ 852,054	\$ 5,369,437	\$ 9,944,529	\$ 3,600,025
2044	\$ 15,916,776	\$ 1,363,286	\$ 8,591,100	\$ 15,911,246	\$ 5,760,040
2049	\$ 21,885,567	\$ 1,874,519	\$ 11,812,762	\$ 21,877,964	\$ 7,920,055
2054	\$ 27,854,358	\$ 2,385,751	\$ 15,034,424	\$ 27,844,681	\$ 10,080,070
Total					

Footnotes:
[a] Assumes a Collection Ratio of 95.00%.
[b] Represents the 2021 tax rates per the Bexar CAD.

Exhibit E
Northlake PID
PID Qualified Costs
April 22, 2022

Description [a]			Cost
Off-Site Improvements			
Traffic Signal and Bushard Rd Improvements		\$	2,500,000
Waterline Upgrades on Bushard Rd.		\$	1,500,000
Waterline Upgrades on Gardner Rd.		\$	2,787,500
Lift Station and Force Main to New Sulphur Springs Rd		\$	5,592,500
Subtotal		\$	12,380,000
Public Neighborhood Improvements			
	<u>LF</u>		
Unit I - 107 lots	4,153	\$	4,077,500
Unit II - 150 lots	4,153	\$	4,077,500
Unit III - 150 lots	4,153	\$	4,077,500
Unit IV - 150 lots	4,153	\$	4,077,500
Unit V - 150 lots	4,153	\$	4,077,500
Unit VI - 150 lots	4,153	\$	4,077,500
Unit VII - 150 lots	4,153	\$	4,077,500
Unit VIII - 150 lots	4,153	\$	4,077,500
Unit IX - 150 lots	5,537	\$	6,724,000
Unit X - 150 lots	5,537	\$	6,724,000
Unit XI - 150 lots	5,537	\$	6,724,000
Unit XII - 460 lots	5,537	\$	6,724,000
Subtotal	55,373	\$	59,516,000
On-Site Major Public Improvements			
	<u>LS</u>		
Amenity/Sidewalk/Landscape/Drainage	1	\$	4,000,000
Subtotal	1	\$	4,000,000
Subtotal		\$	75,896,000
Contingency (10.00%)		\$	7,589,600
Total		\$	83,485,600

Footnotes:

ATTACHMENT “B”
Development Agreement

NORTHLAKE SPECIAL IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is entered into between the **City of San Antonio**, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as “City”) and **Northlake SA, LLC**, a Texas limited liability company (hereinafter referred to as “Owner”). City and Owner shall hereafter collectively be referred to as “Parties” or in the singular as “Party”.

RECITALS

WHEREAS, Owner has submitted a petition to Bexar County, Texas (the “County”) which was filed in the County official public records on March 30, 2022, to create a public improvement district to be named the Northlake Special Improvement District (the “District”) pursuant to Chapter 382 of the Texas Local Government Code, as amended (the “Code”); and

WHEREAS, the District Property (as defined herein) specifically consists of approximately 447.92 acres of land, as more particularly described in **Exhibit “A”** and **Exhibit “B”**, which are attached hereto and fully incorporated herein; and

WHEREAS, Owner owns or controls the District Property, and upon the County’s creation of the District, Owner intends to develop the “Project” (as further defined and described herein);

WHEREAS, the Parties acknowledge that the Master Development Plan exhibit attached to this Agreement is preliminary in nature and subject to change as planning for the Project develops;

WHEREAS, in order to provide for the development of the District Property in a manner that promotes uniform, controlled, and 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 Code, Section 212.172, et. sec., to reflect that in consideration of Owner’s agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City agrees to consent to: (1) the establishment of the District within the City’s extraterritorial jurisdiction (“ETJ”) and the inclusion of the District Property therein, (2) the County’s delegation to the District the powers granted by Article III, Section 52, and Article XVI, Section 59 of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, and (3) the County’s delegation to the District the power to provide water, wastewater, and drainage facilities in accordance with Section 382.101 of the Code; however the City’s consent does not include the powers to exercise eminent domain, annexation, or exclusion of property from the District; 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 Code, which, in addition to the terms of this Agreement regarding annexation, will govern the terms of limited and full

purpose annexation of the District 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 Owner which may be amended from time to time, pursuant to the provisions contained herein and shall constitute a “contract” for 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 District 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 Planning Department.

1.9 “District” shall mean the public improvement district proposed in Owners’ petition for the creation of the Northlake Special Improvement District filed with the County on March 30, 2022, which wholly includes the District Property.

1.10 “District Property” shall mean the real property contained within the District as described and depicted in **Exhibits “A-C”** attached hereto and incorporated herein for all purposes.

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

1.12 “Owner” shall have the meaning specified above and include any heirs, successors and assigns.

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

1.14 “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 of this Agreement.

1.15 “Strategic Partnership Agreement” (“SPA”) is the proposed agreement in substantial form between the City and the District, attached hereto as **Exhibit “D”**, entered into pursuant to Section 43.0751 of the Code which will govern the terms of limited and full purpose annexation of the District Property and as detailed in Section 4.4 of this Agreement.

1.16 “Unified Development Code” (“UDC”) shall mean 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 ACKNOWLEDGEMENTS

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 the Parties.

2.2 Owner represents to City that they are the owner of the proposed District Property and have the legal capacity and authority to enter into this Agreement and to perform the requirements of this Agreement.

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

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

2.5 Owner acknowledges 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 on the District Property, as further described in the Preliminary MDP, 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 the 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 the Owner's agreement to be bound by the terms of this Agreement, the City consents to: (i) the establishment of the District within the City's ETJ and the inclusion of the District Property therein; (ii) the District's exercise of the powers granted by Article III, Section 52 of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code; and (iii) the power to provide water, wastewater, and drainage facilities in accordance with Section 382.101, but the City's consent does not include the powers to exercise eminent domain, annexation or exclusion of property from the District.

4.2 The Parties agree that Owner shall pay the following in consideration of the City's consent to the creation of the District:

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

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

4.2.3 The Assessment is due within thirty (30) days of the date of the annual report required in Section 5.4 of this Agreement. The Assessment will be calculated based on the number of residential and multifamily units ("Units") completed the previous year as reflected in the annual report. Staff may verify the number of Units by using resources such as Bexar County Appraisal District parcel information, field inspections, site inspections, or other available means, for each phase of the Project. The amount of the Assessment may be modified based on the final number of Units that have been completed and verified by staff. The final Assessment will be payable to the City within thirty (30) days of the date the annual report is due, and all Units have been verified by staff.

4.2.4 Owner currently estimates the Assessment for the District will be Three Hundred Sixty-One Thousand Seven Hundred Twenty-Five and No/100 (\$361,725.00) U.S. dollars.

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

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

4.3 The Parties agree that upon creation of the District and subject to approval of qualified voters in the District, the taxes hereby authorized to be levied and imposed within the District and the rates at which they are authorized to be imposed on all property owners within the District are as follows:

Ad Valorem Tax	Not to exceed the City of San Antonio’s ad valorem tax rate assessed by the City within the City’s municipal boundaries
Sales and Use Tax	Not to exceed 2%

4.4 Strategic Partnership Agreement. The Parties agree and acknowledge that Owner will cause the District to enter into a SPA for the purpose of providing terms for limited and full purpose annexation and imposing and collecting sales and use taxes within commercial use areas of the District, such SPA is attached to this Agreement in substantial form as **Exhibit “D”**. In the event the District fails to enter into the SPA within eighteen (18) months of execution of this Agreement, Owner agrees that the Owner and/or developer of the District Property will not be entitled to reimbursement by the District for the construction of improvements necessary for the exercise of the District’s powers and duties of a road district and the power to provide water, wastewater or drainage facilities conferred under Chapter 382 of the Code and the County order creating the District.

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

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

4.6 Voluntary Petition for Annexation. The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation of the District Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 4.4 above, the City may exercise its right to annex the District Property or any portion thereof (the “Annexation Area”) in its sole discretion upon default of this Agreement by the Owner, subject to the provisions of Section 7.3 and Section 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 District Property for limited or full purposes at any time.

4.6.1 The Parties agree and acknowledge that Section 4.6 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 District Property and the City opts to annex any portion of the proposed District Property pursuant to this Agreement. Section 4.6

shall not apply to any portion of the District Property which is encumbered by a SPA and no voluntary petition for annexation shall extend to such District Property as long as a SPA exists for such property.

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

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

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

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

“This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 4.6 of the Northlake Special Improvement District Development Agreement, executed on _____ and recorded in the Real Property records of Bexar County under Bexar County Document No. [_____] which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

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

4.11 Subject to Section 5.1 of this Agreement, or unless provided for otherwise in this Agreement, Owner agrees that they will comply with all applicable municipal rules, regulations, orders, ordinances, and other local laws applicable to all properties within the City's ETJ, during all phases of development and construction of the Project during the term of this Agreement.

4.12 As applicable, and subject to Section 5.3 herein, Owner shall comply with the requirements of Section 382.109 of the Code regarding road projects on the District Property, as described by Section 382.109 of the Code to the extent such requirements apply to properties located in the City's ETJ.

4.13 Owner 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 Owner agrees to comply with the development standards on the District Property as follows:

5.1.1 UDC: Except as otherwise provided herein, Owner agrees 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 District Property. In the event of a change in law that provides the City with the right to require building permits, fees, and inspections for properties in the City's ETJ, this section shall no longer apply as of the effective date of that change in law.

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

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

5.1.5 Major Thoroughfare: As per the UDC, Owner may design/construct (or cause to be designed/constructed) roads and rights-of-way shown on the City's Major Thoroughfare Plan ("MTP"). Owner reserves the right to re-configure, or cause the re-configuration of, roadway alignments as required to develop the District Property, which will be administered through MDP amendment(s) in accordance with Section 3.2 and/or through the City's process for amending the MTP, as applicable.

5.1.6 2010 Tree Ordinance: The requirements of the City's 2010 Tree Ordinance will apply to the development of the District Property.

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 District Property; however, this Agreement shall not adversely affect, alter, or extinguish any vested right that Owner, or Owners' successors and/or assigns, may acquire with respect to the District Property subsequent to the Effective Date of this Agreement, nor shall this Agreement limit the prospective use of any vested right acquired subsequent to the Effective Date of this Agreement.

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

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

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

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

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

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

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

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

5.12 Owner 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 District 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 District Property as of the Effective Date of this Agreement, Owner 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 5.3, 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 owners of any property located or developed within the Annexation Area other than the services set forth herein, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the City limits within three (3) years after the date of annexation. The Agreement Regarding Services shall survive termination of this Agreement only to the extent the City annexes the Annexation Area pursuant to this Agreement.

In general, this Agreement Regarding Services includes three service components: **(1) Annexation Service Requirements, (2) Additional Services, and (3) a Capital Improvement Program.** The Parties agree that providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public and private non-profit service organizations to provide such services by contract in whole or in part. It may also include separate agreements with associations or similar entities. Services shall be provided, and fees shall be assessed in accordance with the City's Code of Ordinances, as may be amended.

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 time frame 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-sight officer activity, citizen requests, and any other means available. The most common means by which officers receive their assignments is through direct supervisory command and radio/computer transmissions by police dispatchers.

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’ 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, the Public Works Department (PWD) will provide regulatory signage services. Traffic signal stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. “Call back” service is provided 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 PWD. 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.

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 PWD 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 ("SAMHD"). 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 City's Public Library website. The San Antonio Public Library locations provide the following services:

- Library materials for adults, young adults and children including books, periodicals, compact disks, DVD, videos, audio books, and electronic books;
- Programming for adults, young adults and children such as regularly scheduled story time;
- Book discussion groups and other topics of interest to the community; 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 Six-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, Owner shall be declared in "Default" of this Agreement if Owner violates or causes a violation of any rules, regulations, orders, ordinances, or other laws that are applicable to the District Property, as described herein, during the term of this Agreement.

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 timeframe 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 Owner, 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 Owner, the City may exercise its right to annex the District Property as set forth in Section 4.6 of this Agreement.

8.3 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 Owner (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.

8.4 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.

8.5 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 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 Owner and their successors and assigns.

10.2 This Agreement (including the duties, rights and obligations set forth herein) may not be assigned by Owner except for assignments to (a) related entities and subsidiaries of Owner, (b) home builders and their related entities, (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 Owner, 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 District 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 Owner possesses or acquires any rights or entitlements with respect to the development of the Property and the construction of improvements thereon which run with all or a part the land, any subsequent owner, mortgagee, lessee, or other party with an interest therein shall automatically be a beneficiary of such rights and entitlements to the extent of such interest in such Property or portion thereof; and (c) Owner 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 Owner covenants and agrees that they are an independent contractor and are not an officer, agent, servant or employee of the City; that Owner shall have exclusive control of and

exclusive rights to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of each party's officers, agents, employees, contractors, subcontractors, and consultants, except as where the City may enforce the provisions of the City's Code of Ordinances; that the doctrine of "respondent superior" shall not apply as between the City and Owner, all officers, agents, employees, contractors, subcontractors, and consultants of Owner, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint ventures between the City and Owner. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance by Owner under this Agreement and that the Owner 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 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 Planning Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Owner: Northlake SA, LLC
Attention: Clint Jones
1848 Pebble Brook Drive
New Braunfels, Texas 78130

With copies to: Brown & Ortiz, PC
Attention: Daniel Ortiz
112 E. Pecan Suite 1360
San Antonio, Texas 78205

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 the 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
My Commission Expires: _____

OWNER:

NORTHLAKE SA, LLC,
a Texas limited liability company

By: _____
Clint Jones
Manager

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

The foregoing instrument was acknowledged before me on the ___ day of _____, 2022, by Clint Jones, on behalf of Northlake SA LLC, a Texas 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: _____

DRAFT

EXHIBIT A:
SURVEY OF DISTRICT PROPERTY

DRAFT

EXHIBIT B:
FIELD NOTES OF DISTRICT PROPERTY

EXHIBIT C:
PRELIMINARY MASTER DEVELOPMENT PLAN

EXHIBIT D:
NORTHLAKE PID STRATEGIC PARTNERSHIP AGREEMENT

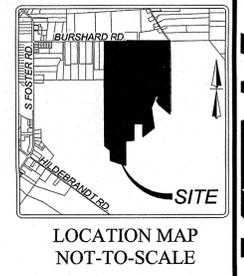
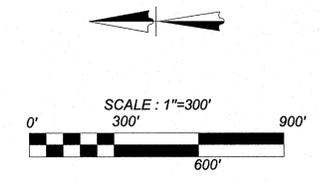
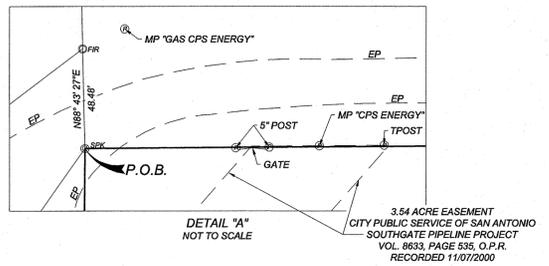
EXHIBIT E:
TEXAS LOCAL GOVERNMENT CODE SECTION 212.172 (b-1) NOTICE

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

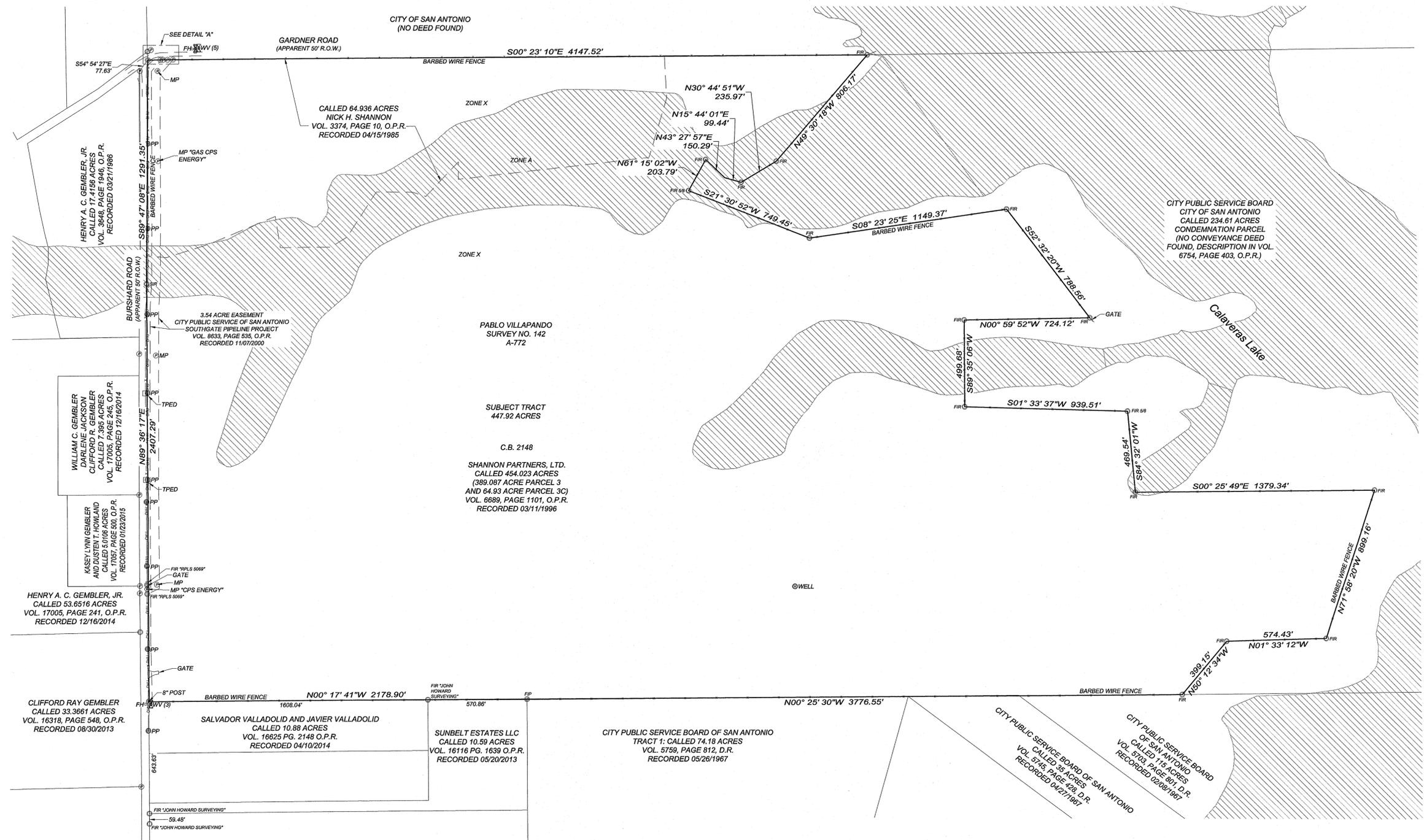
1. Owners are not required to enter into this Agreement
2. At the termination of this Agreement or in the event of a default of the Agreement by Owners, the City may annex the Property within the District pursuant to section 212.172 of the Texas Local Government Code, as amended, and the terms provided 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 A:
SURVEY OF DISTRICT PROPERTY

NOTES
 1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983.
 2. TITLE COMMITMENT PROVIDED BY CHICAGO TITLE INSURANCE COMPANY, GF NO.: SCT-67-4300121600250-GC, EFFECTIVE DATE OCTOBER 30, 2018, ISSUED DATE NOVEMBER 7, 2018.
 SCHEDULE B:
 10.9 ACRES EASEMENT AND RIGHT-OF-WAY AGREEMENT GRANTED TO CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, RECORDED IN VOL. 8633, PAGE 535, O.P.R. AFFECTS PROPERTY AND IS SHOWN.
 3. A PORTION OF THE REFERENCED PROPERTY LIES WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AND A PORTION LIES WITHIN ZONE A, THE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, AS SCALED FROM FEMA FLOOD MAP 805 OF 785, COMMUNITY PANEL NO. 48029C0605F, DATED SEPTEMBER 29, 2010.
 4. THE TRACT SHOWN HEREON IS SUBJECT TO ALL BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
 5. A METES AND BOUNDS WERE PREPARED FOR THIS SURVEY.
 6. SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A BLUE CAP STAMPED "KFW SURVEYING", OR A PK NAIL AND WASHER STAMPED "KFW SURVEYING".
 7. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

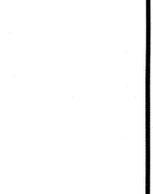


- SYMBOL LEGEND**
- SPK SET PK NAIL WITH WASHER STAMPED "KFW SURVEYING"
 - FIR FOUND 1/2" IRON ROD OR AS NOTED
 - SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
 - O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
 - D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 - PP POWER POLE
 - WELL MONITORING WELL
 - FIP FOUND IRON PIPE
 - WV WATER VALVE
 - FH FIRE HYDRANT
 - TPED TELEPHONE PEDASTAL
 - MP MARKER POST AS NOTED
 - GATE
 - POST AS NOTED
 - EP EDGE OF PAVEMENT
 - P.O.B. POINT OF BEGINNING
 - ZONE A (AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD AS PER FEMA MAP NUMBER 48029C0605F)
 - OHU OVERHEAD UTILITY LINE
 - BARBED WIRE FENCE



KFW SURVEYING
 3421 Pecos Street, Suite 101, San Antonio, TX 78221
 Phone #: (210) 978-8444 • Fax #: (210) 978-8441
 TSP-CIS Form #: 10122500

REVISIONS
 ISSUE DATE



CATEGORY 1A LAND TITLE SURVEY OF
 447.92 ACRE TRACT IN COUNTY BLOCK 2148, SITUATED IN THE
 PABLO VILLAPANDO SURVEY NO. 142, ABSTRACT NO. 772
 BEXAR COUNTY, TEXAS.

STATE OF TEXAS
 COUNTY OF BEXAR

I, TIM C. PAPPAS, DO HEREBY CERTIFY THAT THIS TITLE SURVEY WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONS WORKING UNDER MY SUPERVISION AND SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A LAND TITLE SURVEY. THE SURVEY WAS COMPLETED ON 01/10/2019.

11 JAN 20 2019
 TIM C. PAPPAS
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5543
 EMAIL: TPAPPAS@KFWENGINEERS.COM
 DATE OF SURVEY: 01/11/2019
 PROJECT NO.: 19-001

JOB NO. 19-001
 DATE: 01/11/2019
 DRAWN: OP CHECKED: TCP
 SHEET NUMBER:
 1 of 1

Date: Jan 11, 2019, 3:18pm User ID: operez
 File: S:\Draw 2019\19-001_Coloveras.dwg

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
 THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
 1200 PARK ST. CIRCLE BLDG. A, SUITE 100 MC-250 AUSTIN, TX 78763
 PHONE: 512-239-5283 • FAX: 512-239-5283

EXHIBIT B:
FIELD NOTES OF DISTRICT PROPERTY

**DESCRIPTION OF
A 447.92 ACRE TRACT
C.B. 2148**

A **447.92 acre** tract of land situated in County Block 2148 in the Pablo Villapando Survey No. 142, Abstract No. 772, Bexar County, Texas, and being all of that called 454.023 acre tract of land conveyed to Shannon Partners, Ltd. and described in Volume 6689, Page 1101, recorded March 11, 1996 in the Official Public Records of Bexar County, Texas (O.P.R.), said 447.92 acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a PK nail and washer stamped "KFW SURVEYING" set in asphalt at the intersection of the southerly right-of-way of Burshard Road (apparent 50' wide R.O.W.) with the westerly right-of-way of Gardner Road (apparent 50' wide R.O.W.) for the northeast corner of said 454.023 acre tract of land and the tract described herein, whence a ½" iron rod found in the easterly right-of-way of Gardner Road bears N 88°43'27" E, a distance of 48.48 feet;

THENCE: S 00°23'10" E, along and with the westerly right-of-way line of said Gardner Road and the east line of said 454.023 acre tract of land, a distance of **4147.52 feet** to a ½" iron rod found at the northeast corner of that called 234.61 acre tract of land condemned by the City Public Service Board, City of San Antonio, and described in Volume 6754, Page 403, O.P.R., and for the southeast corner of said 454.023 acre tract of land and the tract described herein;

THENCE: Along and with the northerly lines of said 234.61 acre tract of land and the southerly lines of said 454.023 acre tract of land, the following sixteen (16) courses:

1. **N 49°30'18" W**, a distance of **806.17 feet** to a found ½" iron rod at a fence corner post;
2. **N 30°44'51" W**, a distance of **235.97 feet** to a found ½" iron rod at a fence corner post;
3. **N 15°44'01" E**, a distance of **99.44 feet** to a found ½" iron rod at a fence corner post;
4. **N 43°27'57" E**, a distance of **150.29 feet** to a found ½" iron rod at a fence corner post;
5. **N 61°15'02" W**, a distance of **203.79 feet** to a found 5/8" iron rod at a fence corner post;
6. **S 21°30'52" W**, a distance of **749.45 feet** to a found ½" iron rod at a fence corner post;
7. **S 08°23'25" E**, a distance of **1149.37 feet** to a found ½" iron rod at a fence corner post;
8. **S 52°32'20" W**, a distance of **788.56 feet** to a found ½" iron rod at a fence corner post;
9. **N 00°59'52" W**, a distance of **724.12 feet** to a found ½" iron rod at a fence corner post;
10. **S 89°35'06" W**, a distance of **499.68 feet** to a found ½" iron rod at a fence corner post;
11. **S 01°33'37" W**, a distance of **939.51 feet** to a found 5/8" iron rod at a fence corner post;
12. **S 84°32'01" W**, a distance of **469.54 feet** to a found ½" iron rod at a fence corner post;
13. **S 00°25'49" E**, a distance of **1379.34 feet** to a found ½" iron rod at a fence corner post;
14. **N 71°58'20" W**, a distance of **899.16 feet** to a found ½" iron rod at a fence corner post;
15. **N 01°33'12" W**, a distance of **574.43 feet** to a found ½" iron rod at a fence corner post;
16. **N 50°12'34" W**, a distance of **399.15 feet** to a found ½" iron rod at a fence corner post in the east line of that called 115 acre tract of land conveyed to the City Public Service Board, City of San Antonio and described in Volume 5703, Page 801, recorded February 8, 1967 in the Deed Records of Bexar County, Texas (D.R.), for the northwest corner of said 234.61 acre tract of land and the southwest corner of said 454.023 acre tract of land and the tract described herein,

THENCE: N 00°25'30" W, along and with the east lines of said 115 acre tract of land, that called 35 acre tract of land conveyed to the City Public Service Board, City of San Antonio and described in Volume 5745, Page 428, recorded April 27, 1967 in the D.R., and that called 74.18 acre tract of land conveyed to the City Public Service Board, City of San Antonio and described in Volume 5759, Page 812, recorded May 26, 1967 in the D.R., and the west line of said 454.023 acre tract of land, a distance of **3776.55 feet** to a 1" iron pipe found for the northeast corner of said 74.18 acre tract of land and the southeast corner of that called 10.59 acre tract of land conveyed to Sunbelt Estates, LLC and described in Volume 16116, Page 1639, recorded May 20, 2013 in the O.P.R.;

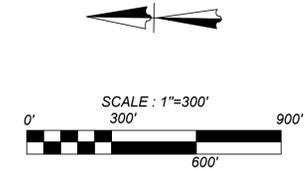
THENCE: N 00°17'41" W, along and with the east line of said 10.59 acre tract of land and the west line of said 454.023 acre tract of land, passing at a distance of 570.86 feet a ½" iron rod with cap stamped "JOHN HOWARD SURVEYING" found at the northeast corner of said 10.59 acre tract of land and the southeast corner of that called 10.88 acre tract of land conveyed to Salvador Valladolid and Javier Valladolid and described in Volume 16625, Page 2148, recorded April 10, 2014 in the O.P.R., and continuing along and with the east line of said 10.88 acre tract of land, a total distance of **2178.90 feet** to a 8" fence corner post found in the southerly right-of-way of said Burchard Road, for the northeast corner of said 10.88 acre tract of land and the northwest corner of said 454.023 acre tract of land and the tract described herein, whence a found ½" iron rod bears S 89°36'17" W, a distance of 643.63 feet;

THENCE: Along and with the southerly right-of-way of said Burshard Road and the north line of said 454.023 acre tract of land, the following two (2) courses:

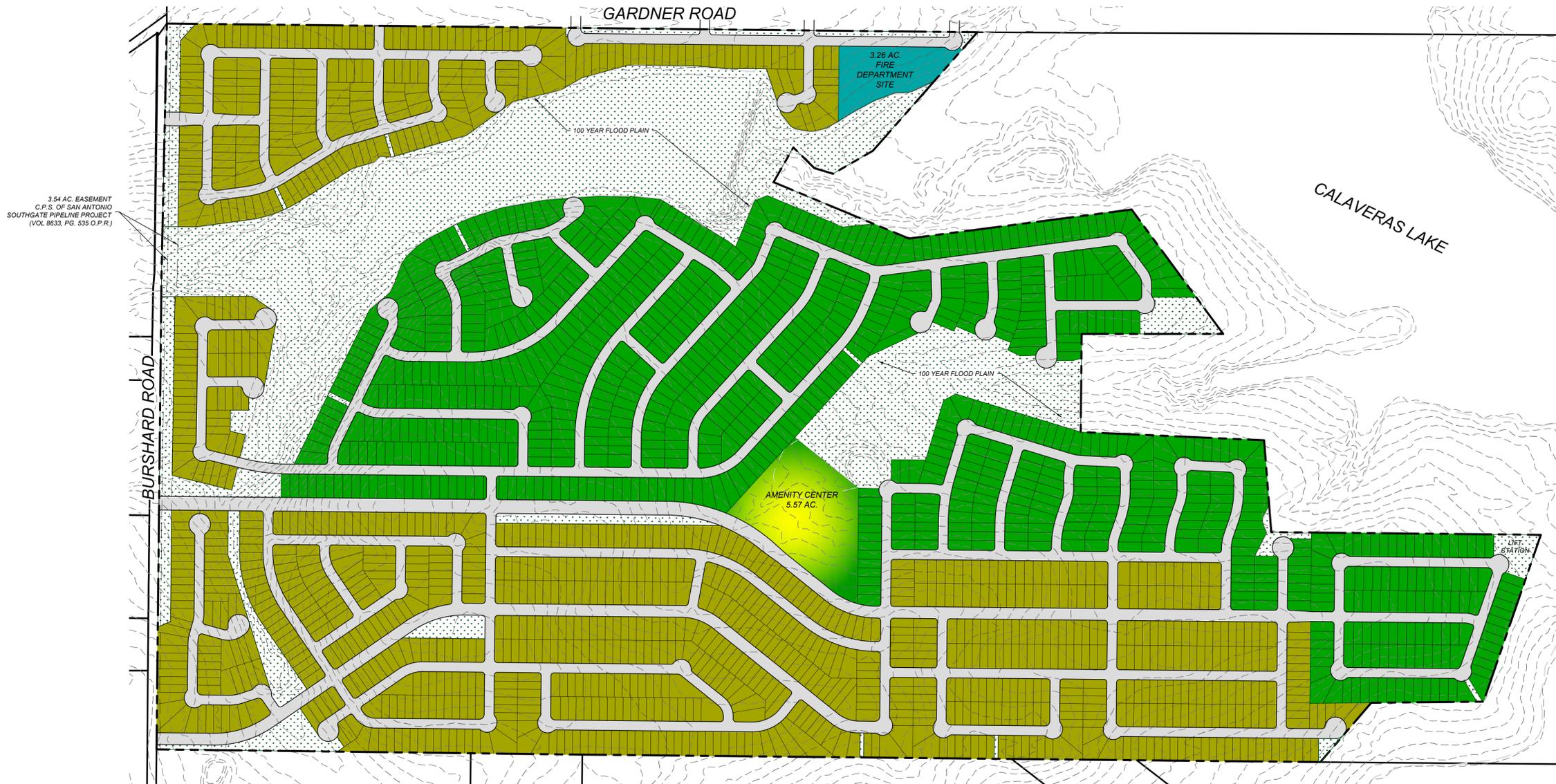
1. **N 89°36'17" E** a distance of **2407.29 feet** to a set ½" iron rod with cap stamped "KFW SURVEYING";
2. **S 89°47'08" E** a distance of **1291.35 feet** to the **POINT OF BEGINNING** and containing **447.92 acres** more or less, in Bexar County, Texas. Said tract being described in accordance with a survey prepared by KFW SURVEYING. Bearings are based on NAD83 Texas State Plane South Central Zone.

Job No.: 19-001
Prepared by: KFW Surveying
Date: January 11, 2019
File: S:\Draw 2019\19-001 Calaveras\DOCS\19-001 Calaveras description TCP 01112019.doc

EXHIBIT C:
PRELIMINARY MASTER DEVELOPMENT PLAN



LAND USE TABLE						
LOT SIZE	#LOTS	AREA (ACRES)	GREEN SPACE (ACRES)	PARK AREA (ACRES)	LIFT STATION	RESIDENTIAL AREA (ACRES)
40' x 120'	1,172	135.82	7.37	0.00	0.92	127.54
45' x 120'	895	134.60	74.45	5.59	0.00	54.56
TOTAL	2,067	270.42	81.82	5.59	0.92	182.10



ISSUE DATE

REVISIONS

CALAVERAS LAKE SUBDIVISION
 LAND USE EXHIBIT

JOB NO. 938-01-01
 DATE: MARCH 2022
 DRAWN: - CHECKED: -

SHEET NUMBER:

EXHIBIT D:
NORTHLAKE PID STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
THE NORTHLAKE 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 Grace Gardens 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 447.92 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 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.

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 Northlake 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, 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** attached to this Agreement.

Service Plan means the service plan attached as **Exhibit D** 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**. The District shall notify the City within 10 days of filing the first plat application for commercial property. Moreover, within 10 days of filing a plat application for commercial property, the District shall provide the City with a metes and bounds legal description of the commercial property the subject of the plat application.

Section 2.5 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.

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

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

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

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 The City agrees that it will not annex or attempt to annex the District property for full purposes until on or after December 31, 2052. When the land located within the District is annexed for full purpose annexation status in accordance with this Agreement and as provided by 43.0751 of the Texas Local Government Code, the conversion may be 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 D** 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 and will become binding on each current and future owner of any real property 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, 2052, 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, as detailed in Section 8.2 of this Agreement, to the breaching Party that describes the breach in reasonable detail.

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

Section 7.3 Remedies for Breach. If the breaching Party does not substantially cure the breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, that the non-

breaching Party shall not be entitled to terminate this Agreement. 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: Northlake Special Improvement 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 Original Limited Purpose Property
Exhibit D	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.

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APPROVED AND ADOPTED BY THE CITY COUNCIL 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 San Antonio,
Texas, on behalf of the City.

Notary Public, State of Texas

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

NORTHLAKE SPECIAL IMPROVEMENT DISTRICT

By: _____

Printed Name: _____

Title: President, Northlake Special Improvement District Board of Directors

STATE OF TEXAS §

§

COUNTY OF BEXAR §

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

Notary Public, State of Texas

**EXHIBIT A TO STRATEGIC PARTNERSHIP AGREEMENT:
DEPICTION OF THE DEVELOPMENT**

**EXHIBIT B TO STRATEGIC PARTNERSHIP AGREEMENT:
LEGAL DESCRIPTION OF THE DEVELOPMENT**

**EXHIBIT C TO STRATEGIC PARTNERSHIP AGREEMENT:
DEPICTION OF THE LIMITED PURPOSE PROPERTY**

**EXHIBIT D TO STRATEGIC PARTNERSHIP AGREEMENT:
SERVICE PLAN**

EXHIBIT E:
TEXAS LOCAL GOVERNMENT CODE SECTION 212.172 (b-1) NOTICE

**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.