

EL PATRIMONIO SOLAR DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as "City"); **MEDINA DEL REY QOZB, LLC**, a Texas Limited Liability Company and **SS1604 RANCH, LLC**, a Texas Limited Liability Company (hereinafter referred to as "Owners"). City and Owners shall hereafter collectively be referred to as "Parties" or in the singular as "Party."

RECITALS

WHEREAS, the Owners' property, hereinafter referred to as ("the Property") is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property (as defined herein) specifically consists of approximately 814.039 acres of; and

WHEREAS, approximately 759.830 acres of the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter; and

WHEREAS, the approximately 759.830 acres of the Property have been subject to eight Development Agreements between the City of San Antonio and Miller, Ila Faye GST Trust, Arth Whitley, Annette Whitley, Raymond C. Wisdom, Jr. and Julia Frances Wisdom authorized by City Council on June 22, 2017 pursuant to Texas Local Government Code § 43.016; and

WHEREAS, the property owners now propose to develop the Property contrary to the terms of the existing Development Agreements; and

WHEREAS, the Owners have notified the City of its intent to develop the Property as a solar farm and have offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City desires that any development of the property be in conformance with the City's SA Tomorrow Sustainability Plan; and

WHEREAS, as stated in the City's SA Tomorrow Sustainability Plan, the best opportunity to reduce emissions is from the generation of electricity which would include the installation of more renewable energy sources such as solar and wind; and

WHEREAS, Owners have contracted with Developer, OnPeak Power to develop the original 759.830 acres plus an additional 54.209-acre parcel for a total of 814.039 acres as a solar farm, as further defined and described herein; and

WHEREAS, Parties agree to the mutual termination of the above referenced Development Agreements approved on June 22, 2017 pursuant to Texas Local Government Code § 43.016.

WHEREAS, the Parties desire to enter into this Agreement pursuant to Subchapter G of

Chapter 212 of the Texas Local Government Code, § 212.172, et. sec., to reflect that in consideration of Owner's agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City will agree to consent to continuation of the property within the City's extraterritorial jurisdiction ("ETJ"):

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 Parties, which may be amended from time to time, pursuant to the provisions contained herein.

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

1.3 "Director" shall mean the Director of the City's Planning Department.

1.4 "DSD" shall mean the Department of Development Services

1.5 "City" and "County" shall have the meanings specified above.

1.6 "City Code" shall mean the City of San Antonio's Code of Ordinances.

1.7 "Code" shall mean the Texas Local Government Code, as amended.

1.8 "Property" shall refer to approximately 814.039 acres of property. The Property is more particularly described below and is incorporated herein for all purposes.

OWNER	PROPERTY ADDRESS	ACREAGE	LEGAL DESCRIPTION
Medina Del Rey QOZB LLC	261 Neal Road	49.29	CB 4180 P-2B ABS 611 (SOUTHSIDE STUDY AREA 3 ANNEXATION) AND
	7983 Neal Road	315.709	CB 4180 P-12 ABS 611 (SOUTHSIDE STUDY AREA 3 ANNEXATION) and more particularly described in EXHIBIT 1 attached hereto and made a part hereof.
Medina Del Rey QOZB LLC	500 Neal Road	15.41	CB 4180 P-12D ABS 611 NON-ADJACENT and more particularly described in EXHIBIT 2 attached hereto and made a part hereof.

Medina Del Rey QOZB LLC	430 Neal Road	30.34	CB 4180 P-12E ABS 611 NON-ADJACENT and more particularly described in EXHIBIT 3 attached hereto and made a part hereof.
Medina Del Rey QOZB LLC	500 Neal Road	26.00	CB 4180 P-12F ABS 611 NON-ADJACENT AND
Medina Del Rey QOZB LLC	1200 Neal Road	125.31	CB 4181 P-7 ABS 465 and more particularly described in EXHIBIT 4 attached hereto and made a part hereof.
Medina Del Rey QOZB LLC	1350 Neal Road	52.00	CB 4181 P-6 ABS 465 and more particularly described in EXHIBIT 5 attached hereto and made a part hereof.
SS1604 Ranch LLC	1011 W. Loop 1604	181.48	CB 4181 P-9A ABS 465 AND
SS1604 Ranch LLC	1011 W. Loop 1604	18.50	CB 4179 P-1A ABS 210 and more particularly described in EXHIBIT 6 attached hereto and made a part hereof.

1.9 “Effective Date” shall mean the effective date of the City Council approval of this Agreement.

1.10 “Owner” shall have the meaning specified above and shall include any successors and assigns.

1.11 “Project” shall be a 145-megawatt utility scale solar project “Solar Farm”.

1.12 “UDC” means the City’s Unified Development Code codified as Chapter 35 of the City’s Code of Ordinances.

II. REPRESENTATIONS AND ACKNOWLEDGMENTS

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

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

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

III. THE PROJECT

3.1 The Project is referred to as El Patrimonio Solar Project.

3.2 The Project is an approximately 145 megawatt utility scale solar project.

3.3 The Project is located within CPS Energy's service territory interconnecting to CPS Energy's facilities capable of serving approximately 30,000 customers per year.

IV. CONSIDERATION AND TERMS

4.1 **Non-annexation.** The Parties agree that in exchange for Owners' agreement to comply with the terms of this Agreement, City will continue the ETJ status of the Property and defer annexation of the Property for the term of this Agreement which shall be from the Agreement's Effective Date until December 1, 2035.

4.2 The Parties agree and acknowledge that the Owners shall pay reimbursement costs to the City for recording this Agreement with the Bexar County Real Property records as required by the City.

4.3 **Voluntary petition for annexation.** The Parties agree that this Agreement constitutes a voluntary petition to the City for annexation for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be deemed submitted to the City on the Effective Date of this Agreement. Subject to Section 4.5 below, the City may exercise its right to annex the Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement by the Owners, subject to the provisions of Sections 7.3 and 7.4 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire Property for limited or full purposes at any time.

4.4 Owner agrees that this voluntary petition and consent to annexation of the Property may not be revoked and is intended to be and shall be binding upon the Owners as well as its

successors and assigns in ownership of any right, title or interest in and to the Property or any part thereof. Owners further agree that the City has the authority to annex the Property under Chapter 212 of the Code independently of Chapter 43 of the Code and that such authority may be exercised regardless of the procedural requirements of Chapter 43 of the Code.

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

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

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

“This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 4.6 of the Development Agreement, executed on _____, 2023, and recorded in the deed 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 and accepted subject to the development rules, regulations and ordinances of the City of San Antonio applicable to properties in the City’s extraterritorial jurisdiction as described in the 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.”

4.8 Subject to Section 5.1.1 herein or unless provided for otherwise in this Agreement, Owners agree that it 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 and during the term of this Agreement.

4.9 Owners shall provide Notice to the Director by January 31 of each year providing the current construction timeline, any change or additional use of the Property, other than the use as agriculture, ranching or as a Solar Farm, and any changes in the ownership of the property or management of the project.

4.10 Any change in ownership will be provided within 30 days of the effective change to this Agreement.

4.11 Any changes to the terms of this Agreement require an amendment to the Agreement approved by City Council.

4.12 Any change to the use of the Property not within the scope of the project for a solar farm will be a material breach of this Agreement and at City's discretion may initiate a voluntary annexation of all or part of the Property.

V. DEVELOPMENT STANDARDS

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

5.1.1 UDC: Except as otherwise provided herein, Owner agrees to comply with the provisions of the UDC applicable to properties in the ETJ, including development permits and payment of applicable fees.

5.1.2 Solid Waste Infrastructure Standards: Owner agrees to construct, if applicable, infrastructure within the Property pursuant to Chapters 14 and 35 of the City Code, including the City's Solid Waste Management Department standards as stated in Development Services Department Information 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.

5.1.3 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 Property through the City's process for amending the MTP, as applicable.

By December 1, 2025, Owner shall dedicate by plat all proposed alignments and right of way requirements as shown on the Major Thoroughfare Plan for future construction.

5.1.4 2010 Tree Ordinance: The requirements of the City's 2010 Tree Ordinance will apply to the development of the Property.

5.1.5 Protection of Natural Features: There shall be no alterations to or cause to move or alter the natural characteristics of the Medina River, its tributaries, natural flood plains, protective barriers and stream or drainage channels;

Owner shall comply with Federal Emergency Management Agency (FEMA) floodplain management standards and guidelines.

5.2 Waiver of Vested Right: The Parties agree and acknowledge that this Agreement shall extinguish any vested right applicable to the Property acquired prior to the Effective Date of this Agreement.

5.3 Chapter 245 Permit: Notwithstanding any provisions 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 Agreement constitutes a permit under Chapter 245 of the Code, and that all standards and regulations agreed to be complied with in this Agreement (except as otherwise specifically noted) shall be those in existence as of the Effective Date of this Agreement.

5.4 Owners shall comply with the San Antonio Recommended Plant List - All Suited to Xeriscape Planting Methods of UDC Appendix E.

5.5 Owners shall comply with park dedication requirements set out in the UDC.

5.6 Owners shall protect and preserve any existing historical or archeological buildings, structures, sites, features or places as applicable.

5.7 Owners shall comply with Chapter 28 of the City Code – Signs. No off-premise signs shall be allowed.

5.8 Owners shall comply with Chapter 34 of the City Code – Water & Sewers, including compliance with Category 3 pollution prevention criteria.

5.9 All public infrastructure, improvements and facilities shall be constructed, maintained and operated according to City and San Antonio Water System (SAWS) standards throughout the term of the Agreement and in accordance with applicable utility service agreements.

5.10 Owner shall comply with the Military Lighting Overlay District regulations set forth in the UDC for all the property, as applicable.

VI. WRITTEN AGREEMENT REGARDING SERVICES

6.1 In the event the City annexes the Annexation Area pursuant to this Agreement, the Parties agree that this Section VI 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 no more than three (3) years from 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 (3) service components: **(1) Annexation Service Requirements, (2) Additional Services and (3) a Capital Improvement Program.** 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 are provided and fees are assessed in accordance with the City's Code of Ordinances, as may be amended.

1. Annexation Service Requirements – The following services will be provided in the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted.

A. Police Protection – The San Antonio Police Department (SAPD) will provide protection and law enforcement services in the Annexation Area. SAPD will extend regular and routine patrols to the area commencing on the effective date of annexation.

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 (SWAT); and
- Any other SAFD services or programs provided to the citizens of San Antonio upon the effective date of annexation.

B. 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 with 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.

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

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.

D. Operation and Maintenance of Water and Wastewater Facilities – *Water and Wastewater Service* – if, at the time of annexation, the Annexation Area is not being provided with water and wastewater service, the property owner may request connection pursuant to San Antonio Water System (SAWS) policies regarding connection and extensions of service. SAWS will provide water and wastewater service in accordance with standard SAWS policies and procedures.

E. Operation and Maintenance of Roads and Streets, including Street Lighting – The City's Public Works Department (PWD) 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 (ADA) standards. Service requests or community concerns for PWD's response, such as pothole

and base and pavement repairs are initiated through the City's 311 call center or online services.

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

Transportation Systems Management & Operations – If necessary, 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 24 hours a day, 365 days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City’s 311 Call Center.

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. More information about the storm water rate plan is available at <http://www.sanantonio.gov/TCI/Projects/Storm-Water-Fee>.

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

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.

F. 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).

G. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service – Should the City acquire any other facilities, buildings, or services necessary for

municipal services for the Annexation Area, an appropriate City department will provide maintenance services for them.

2. Additional Services – Certain services, in addition to the above services, will be provided within the Annexation Area commencing on the Effective Date of the annexation for full purposes, unless otherwise noted. They are as follows:

A. Code Compliance – Upon annexation, the Code Compliance Division of DSD will enforce the City codes and regulations related to public health, safety and including but limited to zoning, vacant dangerous premises and structures, junked vehicles, weeded vacant lots, property maintenance, alley and right-of-way violations, garage sale permits and salvage yards in the annexed area.

The City Code of Ordinances, including the UDC, are enforced by DSD, and are subject to changes by the City Council.

B. 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, TX. 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.

Vacant Lot Only; Construction not yet begun	Complete set of plans required
Foundation Only, up to 25%	Complete set of plans required; Engineer's letter required on foundation
Foundation and Partial Framing over 25% but not over 50% complete	Complete set of plans required minus foundation plans; Engineer's letter required on foundation
Foundation and Partial Framing over 50% complete	No plans required; fill out application only and declare percentage completed
Foundation, framing, sheetrock, mechanical, electric, plumbing, etc. Approximately 75% to 99% completed. Needs textone, flatwork, fence, finals only, etc.	No plans required; fill out application only for meter and CPS release

	No slab poured	Slab poured	Frame, no sheetrock	Sheetrocked
Building	100%	75%	50% Frame Inspection Required	25% Frame Inspection Required

Plumbing	100%	66% Rough-in required 100% gas permit	66% Rough-in required 100% gas permit	33% Plumbing final and 50% gas permit
Electrical	100%	100%	100% Rough-in required	50% Final Inspection
Mechanical	100%	100%	100% Rough-in required	Equipment only. Permit for air handler, cooling coil and condenser required
Plans	Yes 100%	Yes 100%	No (0%) (Steel frame – engineer's sealed plans on site)	No (0%) (Steel frame – engineer's sealed plans on site)

C. 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 City 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, TX.

D. Library Services – The nearest library services to the Annexation Area can be identified through the web address www.mysapl.org/digital.

The San Antonio Public Library locations provide the following services:

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

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

E. 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 (BLL) 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.

F. 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.

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

3. Capital Improvements Program – The City will initiate the construction of capital improvements as may be necessary for providing municipal services. The timing for the construction of capital projects that may be necessary for the delivery of municipal services will be done in accordance with the requirements of Subchapter C of Chapter 43, Local Government 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.

A. Police Protection – No capital improvements are necessary currently to provide police services.

B. Fire Protection – No capital improvements are necessary currently to provide fire services.

C. Emergency Medical Service – No capital improvements are necessary currently to provide EMS services.

D. Solid Waste Collection – No capital improvements are necessary currently to provide solid waste collection services.

E. Roads and Streets – No newly constructed road or street related capital improvements are necessary currently to provide services. The City will assume maintenance responsibilities for all public streets.

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

G. Library Services – No capital improvements are necessary currently.

H. 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.

I. This Article in no way prohibits the City from amending any or modifying any of the above programs or services in accordance with the police, legislative and regulatory power of the City. Any such changes in services that apply to all properties for which the above services are provided shall apply to all property annexed pursuant to this Agreement.

VII. DEFAULT

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

7.2 Subject to Section 7.3 below, a Party shall be declared in "Default" if a material breach occurs of any covenant, obligation, or provision 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, sixty (60) calendar days to cure the noticed default (the "Cure Period"). The Cure Period may be extended by written agreement of the Parties and shall be subject to approval of the City Council.

VIII. REMEDIES

8.1 Upon the occurrence of Default by the Owner, the City may initiate annexation proceedings in accordance Article IV following the notice requirements of Section 7.3.

8.2 Upon the occurrence of Default by the Owner, the defaulting party shall be subject to the enforcement provisions set forth in Chapter 35, Article IV – Procedures, Division 11. – Enforcement, Sec. 35-491, as amended, of the City's Code as well as all civil remedies provided by law.

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

Owners (subject however to all notice and cure provisions provided herein), the City may proceed with voluntary annexation of the 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 part of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

X. ASSIGNMENT

10.1 All covenants and agreements contained herein by the City shall bind its successors and assigns and shall inure to the benefit of the Owner and its 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 any related or successor entities, and 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 an Owner, except for assignments 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, without prior written consent of the City and approval by City Council, (i) 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; if Owners possess or acquire any rights or entitlements with respect to the development of the Property and the construction of improvements thereon which run with all or a part the land, any subsequent owner, mortgagee, lessee or other party with an interest therein shall automatically be a beneficiary of such rights and entitlements to the extent of such interest in such Property or portion thereof; and (ii) Owners may collaterally assign its 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 Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of 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 exhibits shall not constitute a binding commitment regarding the final improvements and infrastructure and the location of such improvements and boundaries, such may be amended from time to time by the Parties.

XII. AMENDMENTS

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

XIII. SEVERABILITY

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

XIV. INDEPENDENT CONTRACTORS

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

XV. LEGAL AUTHORITY

15.1 The person(s) executing this Agreement on behalf of the respective Parties, represent, warrant, assure, and guarantee that they have full legal authority to (i) execute this Agreement on behalf of the respective Party, and (ii) 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 Bexar County, Texas.

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

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

Owners: Medina Del Rey QOZB, LLC
4506 Crestway Drive
Austin, Texas 78731

and

SS1604 Ranch, LLC
2313 Lockhill Selma, Suite 219
San Antonio, Texas 78230

With a copy to: Bill Kaufman
The Kaufman Group
100 West Houston Street, Suite 1000
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 Bexar County, Texas.

XXIII. TERM

23.1 The term of this Agreement shall commence on the Effective Date and terminate December 1, 2035. 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.

Signatures Pages to Follow

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

CITY:

CITY OF SAN ANTONIO, TEXAS

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 _____, 2023 by
_____, _____ of the City of San Antonio, a Texas home rule
municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission expires:_____

OWNER SIGNATURE PAGE TO FOLLOW

OWNERS:

MEDINA DEL REY QOZB, LLC

a Texas Limited Liability Company, by and through its Manager, Maive Capital Inc.

SS1604 RANCH, LLC

a Texas Limited Liability Company

By: _____
Name: James R. Carter
Title: President

By: [Signature]
Name: Rajasekhar Kandikayala
Title: Manager

ACKNOWLEDGEMENT

STATE OF _____

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023 by James R. Carter, President of Maive Capital Inc., Manager of **MEDINA DEL REY QOZB, 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 they executed the same for the purposes and consideration therein expressed.

Notary Public, State of _____

My Commission Expires: _____

ACKNOWLEDGEMENT

STATE OF Texas

§

§

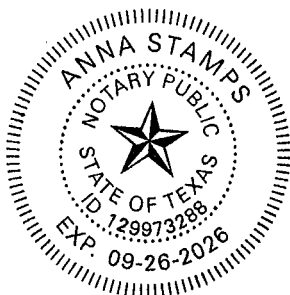
COUNTY OF Bexar

§

The foregoing instrument was acknowledged before me this the 10 day of February, 2023 by Rajasekhar Kandikayala, its Manager, of **SS1604 RANCH, 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 they executed the same for the purposes and consideration therein expressed.

[Signature]
Notary Public, State of Texas

My Commission Expires: 09/26/2026



OWNERS:

MEDINA DEL REY QOZB, LLC

a Texas Limited Liability Company, by and
through its Manager, Maeve Capital Inc.

By: _____

Name: James R. Carter

Title: President

SS1604 RANCH, LLC

a Texas Limited Liability Company

By: _____

Name: Rajasekhar Kandikayala

Title: Manager

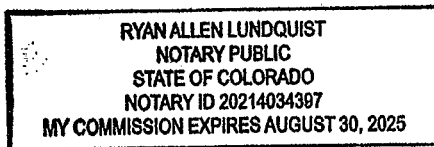
ACKNOWLEDGEMENT

STATE OF CO

COUNTY OF Summit

§
§
§

The foregoing instrument was acknowledged before me this the 1 day of Feb, 2023
by James R. Carter, President of Maeve Capital Inc., Manager of **MEDINA DEL REY QOZB, 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 they executed the same for the purposes and
consideration therein expressed.



RALundquist

Notary Public, State of CO

My Commission Expires: Aug 30, 2025

ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____

§
§
§

The foregoing instrument was acknowledged before me this the ____ day of _____, 2023
by Rajasekhar Kandikayala, its Manager, of **SS1604 RANCH, 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 they executed the same for the purposes and consideration therein
expressed.

Notary Public, State of _____

My Commission Expires: _____

EXHIBIT 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

THIS AGREEMENT is made and effective upon approval and passage of an Ordinance by City Council by and between the City of San Antonio, Texas, a home rule municipal corporation of the State of Texas located within Bexar County, Texas (hereinafter referred to as "City") and, MILLER, ILA FAYE GST TRUST hereinafter called "the Owner(s)," whether one or more natural persons or other legal entities, and is as follows:

WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property;

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4180 P-2B ABS 611 (SOUTHSIDE STUDY AREA 3 ANNEXATION) ORDINANCE# 2007-101605/ADD TU21 which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: BALDUS MILLER
Address: 430 S. SANTA ROSA AVE.
City/State/Zip Code: SAN ANTONIO, TX 78207
Facsimile Number: _____

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. This Agreement is not a permit for purposes of Chapter 43.035 (e) or Chapter 245 of the Texas Local Government Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF SAN ANTONIO

By: Bridgett White
Date: 7/12/2017

Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

The Owner(s)

By: Balows Miller
(signature)

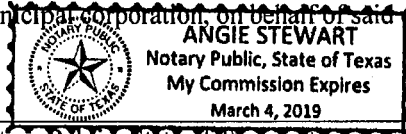
Print Name: Balows Miller

Title: Trustee

Date: 5/15/17

State of Texas
County of Bexar

This instrument was acknowledged before me on the 12 day of July 2017, by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.



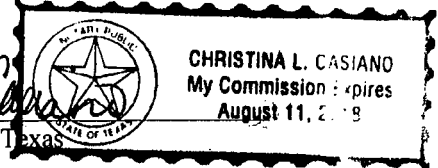
Notary Public, State of Texas
Personalized Seal)

Angie Stewart
(Print Name of Notary Public here)

My commission expires the 4 day of March 2019.

State of Texas
County of Bexar

This instrument was acknowledged before me on the 15 day of May 2017, by Balows Miller, the Owner within the District.



Notary Public, State of Texas
Personalized Seal)

Christina L. Casiano
(Print Name of Notary Public here)

My commission expires the 11 day of August 2018.

Doc# 20170152001 Fees: \$38.00
08/02/2017 3:40PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

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 Real Property of Bexar County, Texas on:

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

SCANNED



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

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WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4180 P-12 ABS 611 (SOUTHSIDE STUDY AREA 3 ANNEXATION) ORDINANCE# 2007-101605/ADD TU21 which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: BALDUS MILLER
Address: 430 S. SANTA ROSA AVE.
City/State/Zip Code: SAN ANTONIO, TX 78207
Facsimile Number: _____

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. This Agreement is not a permit for purposes of Chapter 43.035 (e) or Chapter 245 of the Texas Local Government Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

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14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF SAN ANTONIO

By: Bridgett White

Date: 7/12/2017

Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

The Owner(s)

By: Balou Miller

(signature)


Print Name: Balou Miller

Title: Trustee

Date: 5/15/17

State of Texas
County of Bexar

This instrument was acknowledged before me on the 12 day of July 2017, by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.



ANGIE STEWART
Notary Public, State of Texas
My Commission Expires
March 4, 2019
Notary Public, State of Texas
Personalized Seal)

ANGIE STEWART
(Print Name of Notary Public here)

My commission expires the 4 day of March 2019.

State of Texas
County of Bexar

This instrument was acknowledged before me on the 15 day of May 2017, by Balou Miller, the Owner within the District


CHRISTINA L. CASIANO
My Commission Expires
August 11, 2018
Notary Public, State of Texas
Personalized Seal)

Christina L. Casiano
(Print Name of Notary Public here)

My commission expires the 11 day of August 2018.

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

Doc# 20170152000 Fees: \$38.10
08/02/2017 3:40PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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 Real Property of Bexar County, Texas on:

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

EXHIBIT 2

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

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TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

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WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code; or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4180 P-12D ABS 611 NON-ADJACENT which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: BALOUS MILLER
Address: 430 S. SANTA ROSA
City/State/Zip Code: SAN ANTONIO, TX 78207
Facsimile Number: _____

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. This Agreement is not a permit for purposes of Chapter 43.035 (e) or Chapter 245 of the Texas Local Government Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

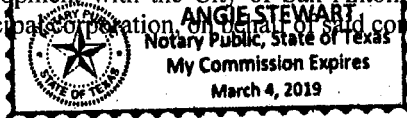
CITY OF SAN ANTONIO

By: Bridgett White
Date: 7/12/2017
Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

The Owner(s)
By: Balows Miller
(signature)
Print Name: Balows Miller
Title: Trustee
Date: 6/15/17

State of Texas
County of Bexar

This instrument was acknowledged before me on the 12 day of July 2017, by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.



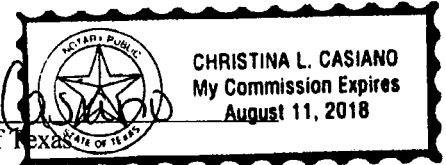
Notary Public, State of Texas
Personalized Seal)

ANGIE STEWART
(Print Name of Notary Public here)

My commission expires the 4 day of March, 2019.

State of Texas
County of Bexar

This instrument was acknowledged before me on the 15 day of May 2017, by Balows Miller, the Owner within the District.



Notary Public, State of Texas
Personalized Seal)

Christina L. Casiano
(Print Name of Notary Public here)

My commission expires the 11 day of August, 2018.

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

Doc# 20170152002 Fees: \$38.00
08/02/2017 3:40PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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 Real Property of Bexar County, Texas on:

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

EXHIBIT 3

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

THIS AGREEMENT is made and effective upon approval and passage of an Ordinance by City Council by and between the City of San Antonio, Texas, a home rule municipal corporation of the State of Texas located within Bexar County, Texas (hereinafter referred to as "City") and, MILLER, ILA FAYE GST TRUST hereinafter called "the Owner(s)," whether one or more natural persons or other legal entities, and is as follows:

WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4180 P-12E ABS 611 NON-ADJACENT 2009) RESURVEYED PER AREA CALC/RESEARCH which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: BALLOS MILLER
Address: 430 S. SANTA ROSA AVE.
City/State/Zip Code: SAN ANTONIO, TX 78207
Facsimile Number: _____

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. This Agreement is not a permit for purposes of Chapter 43.035 (e) or Chapter 245 of the Texas Local Government Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF SAN ANTONIO

By: Bridgett White
Date: 7/12/2017

Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

The Owner(s)

By: Balou Miller
(signature)

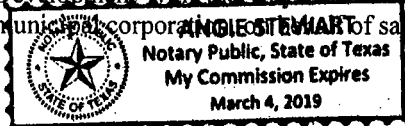
Print Name: Balou Miller

Title: Trustee

Date: 5/15/17

**State of Texas
County of Bexar**

This instrument was acknowledged before me on the _____ day of _____, by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, and ANGIE STEWART of said corporation.



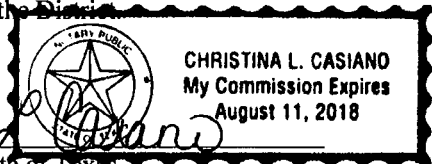
Notary Public, State of Texas
Personalized Seal)

ANGIE STEWART
(Print Name of Notary Public here)

My commission expires the 4 day of March, 2019.

**State of Texas
County of Bexar**

This instrument was acknowledged before me on the 15 day of May, 2017, by Balou Miller, the Owner within the District.



Notary Public, State of Texas
Personalized Seal)

Christina L. Casiano
(Print Name of Notary Public here)

My commission expires the 11 day of August, 2018.

Doc# 20170152003 Fees: \$38.00
08/02/2017 3:40PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

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 Real Property of Bexar County, Texas on:

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

EXHIBIT 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

THIS AGREEMENT is made and effective upon approval and passage of an Ordinance by City Council by and between the City of San Antonio, Texas, a home rule municipal corporation of the State of Texas located within Bexar County, Texas (hereinafter referred to as "City") and, MILLER, ILA FAYE GST TRUST hereinafter called "the Owner(s)," whether one or more natural persons or other legal entities, and is as follows:

WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4180 P-12F ABS 611 NON-ADJACENT which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: BALOUS MILLER
Address: 430 S. SANTA ROSA AVE.
City/State/Zip Code: SAN ANTONIO, TX 78207
Facsimile Number: _____

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

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10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

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13. Modification of Agreement. **This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.**

14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF SAN ANTONIO

By: Bridgett White

Date: 7/12/2017

Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

The Owner(s)

By: Balows Miller

(signature)

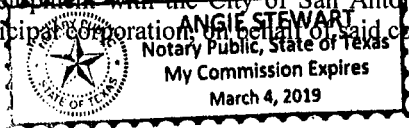
Print Name: Balows Miller

Title: Trustee

Date: 5/15/17

**State of Texas
County of Bexar**

This instrument was acknowledged before me on the 12 day of July, 2017, by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.



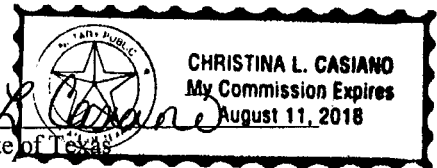
Notary Public, State of Texas
Personalized Seal)

ANGIE STEWART
(Print Name of Notary Public here)

My commission expires the 4 day of March, 2019

**State of Texas
County of Bexar**

This instrument was acknowledged before me on the 15 day of May, 2017, by Balows Miller, the Owner within the District.



Notary Public, State of Texas
Personalized Seal)

Christina L. Casiano
(Print Name of Notary Public here)

My commission expires the 15 day of August, 2018.

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

Doc# 20170152004 Fees: \$38.10
08/02/2017 3:40PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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 Real Property of Bexar County, Texas on:

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

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WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4181 P-7 ABS 465 which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: BALOUS MILLER
Address: 430 S. SANTA ROSA AVE.
City/State/Zip Code: SAN ANTONIO, TX 78207
Facsimile Number: _____

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. This Agreement is not a permit for purposes of Chapter 43.035 (e) or Chapter 245 of the Texas Local Government Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF SAN ANTONIO

By: Bridgett White

Date: 7/12/2017

Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

The Owner(s)

By: Balous Miller
(signature)

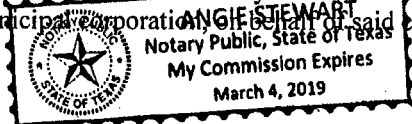
Print Name: Balous Miller

Title: Trustee

Date: 5/15/17

**State of Texas
County of Bexar**

This instrument was acknowledged before me on the 12 day of July 2017, by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, and on behalf of said corporation.



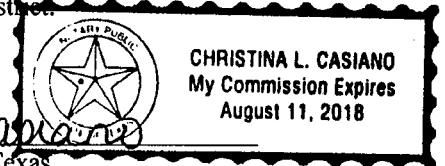
Notary Public, State of Texas
Personalized Seal)

ANGIE STEWART
(Print Name of Notary Public here)

My commission expires the 4 day of March 2019.

**State of Texas
County of Bexar**

This instrument was acknowledged before me on the 15 day of May 2017, by Balous Miller, the Owner within the District.



Notary Public, State of Texas
Personalized Seal)

Christina L. Casiano
(Print Name of Notary Public here)

My commission expires the 11 day of August 2018.

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

Doc# 20170152005 Fees: \$38.10
08/02/2017 3:40PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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 Real Property of Bexar County, Texas on:

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

EXHIBIT 5

SCANNED


P12-20170152025-5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

THIS AGREEMENT is made and effective upon approval and passage of an Ordinance by City Council by and between the City of San Antonio, Texas, a home rule municipal corporation of the State of Texas located within Bexar County, Texas (hereinafter referred to as "City") and, WISDOM, JULIA FRANCES RAYMOND C JR hereinafter called "the Owner(s)," whether one or more natural persons or other legal entities, and is as follows:

WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4181 P-6 ABS 465 which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: Raymond C. Wisdom, JR.
Address: P.O. Box 878
City/State/Zip Code: Pleasanton TX 78064
Facsimile Number: N/A

OWNERS' CONTACT:

Print Name: Julia Frances Wisdom
Address: 21201 Noach Hill
City/State/Zip Code: Spice Wood, TX 78669-6602
Facsimile Number: N/A

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. This Agreement is not a permit for purposes of Chapter 43.035 (e) or Chapter 245 of the Texas Local Government Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF SAN ANTONIO

By: Bridgett White
Date: 7/12/2017
Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

The Owner(s)

By: Julia Frances Wisdom
(signature)

Print Name: Julia Frances Wisdom
Title: owner
Date: 5/2/17

By: Raymond C Wisdom Jr.
(signature)

Print Name: Raymond C Wisdom Jr.
Title: owner
Date: 5/2/17

State of Texas
County of Bexar

This instrument was acknowledged before me on the 12 day of July, 2017, by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.



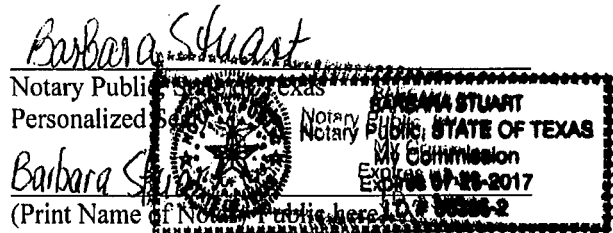
Notary Public, State of Texas
Personalized Seal)

ANGIE STEWART
(Print Name of Notary Public here)

My commission expires the 4 day of March, 2019.

State of Texas
County of Atascosa

This instrument was acknowledged before me on the 2nd day of May, 2017, by Julia Frances Wisdom + Raymond C Jr. the Owner within the District. Wisdom



Notary Public, State of Texas
Personalized Seal)
Barbara Stuart
(Print Name of Notary Public here)

My commission expires the 25th day of July, 2017.

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

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 Real Property of Bexar County, Texas on:

Doc# 20170152025 Fees: \$42.00
08/02/2017 3:40PM # Pages 5
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

EXHIBIT 6

SCANNED

PI2-20170152024-5

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE REAL PROPERTY RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**DEVELOPMENT AGREEMENT
TEXAS LOCAL GOVERNMENT CODE §§ 43.035 & 212.172**

THIS AGREEMENT is made and effective upon approval and passage of an Ordinance by City Council by and between the City of San Antonio, Texas, a home rule municipal corporation of the State of Texas located within Bexar County, Texas (hereinafter referred to as "City") and, WHITLEY, ARTG S & ANNETTE E REV L/T hereinafter called "the Owner(s)," whether one or more natural persons or other legal entities, and is as follows:

WHEREAS, the Owner's property, hereinafter called "the Property," is located within the extraterritorial jurisdiction of the City and is subject to municipal annexation; and

WHEREAS, the Property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter;

WHEREAS, the Texas Local Government Code § 43.035 provides that the City may not annex property appraised for such purposes unless it first offers to make a development agreement with the Owner pursuant to such section; and

WHEREAS, the City has notified the Owner of its intent to annex the Property and has offered to enter into an agreement guaranteeing the continued extraterritorial status of the Property upon the terms and conditions hereinafter provided; and

WHEREAS, the City requires that any development of the property be in conformance with the City's Comprehensive plan; and

WHEREAS, the Owner desires to enter into this Agreement to secure the continued extraterritorial status of the Property:

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. Identification of the Property. The Property, the subject of this agreement, is described as the property owned by the owner within the boundaries of the area, more particularly described as CB 4181 P-9A ABS 465 which is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber use.

2. Continuation of Extraterritorial Status. The Property shall not be annexed and shall remain in the extraterritorial jurisdiction of the City as long as this agreement is effective, the Property is not subdivided, the Property continues to be appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Texas Tax Code, or as timber land under Subchapter E of that chapter and the Owner is not in violation of this agreement. This provision does not prohibit annexation with the consent of the Owner.

3. Annexation Upon Subdivision or Change of Use. This agreement is void if the Owner fails to continue to use the Property solely for agricultural, wildlife management or timber use and/or subdivides or develops the Property in any manner that would require a plat of the subdivision or a related development document including any permit required by Chapter 34 or Chapter 35 of the San Antonio City Code or any permit required by SAWS or CPS Energy to be filed with any governmental entity having jurisdiction over the Property.

Existing legal residential uses may continue. No new residential development shall be permitted, except for the addition of living space to an existing legal residence, the addition of accessory residential structures such as garages and carports where the total combined floor area of all accessory structures does not exceed 2,500 square feet, and an accessory dwelling (either attached or detached) that does not exceed 1,200 square feet in living area.

If the Property ceases to be appraised for agricultural, wildlife management or timber use or if the Owner subdivides the Property, then the City may annex the Property, either in whole or in part, and such annexation shall be deemed to be with the consent of the Owner. Any plat or related development document shall be consistent with the City of San Antonio's adopted Land Use Plan.

Owner agrees that any subdivision plat or related development document for the area filed with a governmental entity having jurisdiction over the property will be in conformance with the City's adopted Comprehensive Plan.

The Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions the Owner has taken in the development of the property under the provisions of Chapter 212 of the Texas Local Government Code by virtue of any construction that would require a construction or a construction related permit under City Code Chapter 6 or Chapter 11 if that permit would be required within the municipal boundaries of the City of San Antonio, Bexar County, Texas.

4. Term. This Agreement shall terminate 10 years after the effective date of this Agreement or upon annexation of the Property in conformance with this agreement and/or Section 43.035 of the Texas Local Government Code, whichever comes first. Upon termination the City may annex the Property, either in whole or in part or for full or limited purposes, and such annexation shall be deemed to be with the consent of the Owner.

City and owner may extend the term of this agreement by mutual consent, in writing, and subject to approval by the City Council, as evidenced by passage of an ordinance.

5. Agreement a Covenant Running With the Land. This Agreement shall be recorded in the Real Property Records of the applicable county and shall be a covenant running with the land binding upon all parties having any right, title or interest in the Property or any part thereof, including their heirs, successors and assigns, and shall inure to the benefit of the owners of the Property and to the City. This Agreement may not be revised or amended without the written consent of both parties.

6. Notice of Sale of the Property. Prior to the sale or conveyance of any portion of the Property, the Owner shall give written notice and a copy of this Agreement to the prospective purchaser or grantee and shall provide a copy of such disclosure to the City.

7. Form and Delivery of Notice. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by facsimile or by registered or certified US mail. Notice to the Owner may be addressed to Owner at the address indicated on the most recent applicable county property

tax roll for the Property. If more than one entity is named in this Agreement, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

Bridgett White AICP, Director
Department of Planning & Community Development
City of San Antonio
PO Box 839966
San Antonio, Texas 78283-3966

OWNERS' CONTACT:

Print Name: Arth Whitley
Address: Box 125 Pleasanton, TX 78064
City/State/Zip Code: Pleasanton TX 78064
Facsimile Number: N/A

OWNERS' CONTACT:

Print Name: Annette Whitley
Address: Box 125
City/State/Zip Code: Pleasanton, TX 78064
Facsimile Number: N/A

8. Enforcement. This Agreement may be enforced by Owner or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. This Agreement is not a permit for purposes of Chapter 43.035 (e) or Chapter 245 of the Texas Local Government Code.

10. Provisions Severable. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

11. Governmental Powers. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

12. Captions. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

13. Modification of Agreement. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

14. Governing Law and Venue. Venue shall be in the state courts located in Bexar County, Texas and construed in conformity with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF SAN ANTONIO

By: Bridgett White
Date: 7/12/2017
Name: Bridgett White AICP, Director
Dept. of Planning and Community Development

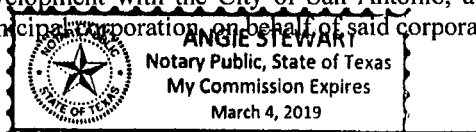
The Owner(s)

By: Arth Whitley
(signature)
Print Name: ARTH WHITLEY
Title: OWNER
Date: May 3 - 2017

By: Annette Whitley
(signature)
Print Name: Annette Whitley
Title: OWNER
Date: May 3 2017

State of Texas
County of Bexar

This instrument was acknowledged before me on the 12 day of July 2017 by Bridgett White, Director, Department of Planning & Community Development with the City of San Antonio, a Texas municipal corporation, on behalf of said corporation.



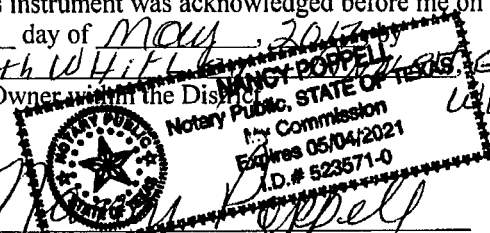
Notary Public, State of Texas
Personalized Seal)

ANGIE STEWART
(Print Name of Notary Public here)

My commission expires the 4 day of March, 2019.

State of Texas
County of Dallas

This instrument was acknowledged before me on the 3 day of May, 2017, by Arth Whitley, the Owner within the District of Arth Whitley.



Notary Public, State of Texas
Personalized Seal)

NANCY POPPELL
(Print Name of Notary Public here)

My commission expires the 4 day of May, 2021.

After Recording Return to:
Sidra Schimelpfening, Senior Planner
City of San Antonio
Department of Planning and Community Development
P.O. Box 839966
San Antonio, TX 78283-3966

Doc# 20170152024 Fees: \$42.00
08/02/2017 3:40PM # Pages 5
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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 Real Property of Bexar County, Texas on:

AUG 02 2017



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

OF

$$1^{\text{st}} = 300$$

THE BASIS OF BEARING
ON THIS PLAT IS GRID
NORTH, TEXAS STATE
PLANE COORDINATE
SYSTEM NAD 83 (2011),
SOUTH CENTRAL ZONE



Prepared for:
OnPeak Properties, LLC

REFERENCES:

DEED: Clerk's File No. 20210055185
Flood plain panel #48029C0710F
Issued date: 9-29-2010

THIS SURVEY WAS DONE WITH OUT THE BENEFIT OF A TITLE COMMITMENT, VISIBLE ENCROACHMENTS ARE SHOWN

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that this plat was prepared from an actual survey done by me or under my direct supervision, and that to the best of my knowledge and belief it is a true and correct representation of said survey.




Arthur L.

LINE	BEARING	DISTANCE
L1	S 24°00'07" W	502.80'
L2	N 89°49'06" W	225.80'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
G1	74.58'	2904.90'	1°28'16"	N 84°55'37" W	74.58'

LEGEND

- = FOUND STEEL ROD MONUMENT
- ⊗ = FOUND BRASS DISK MONUMENT
- = FOUND FENCE CORNER POST
- = FOUND 5/8" STEEL ROD MONUMENT
WITH CAP STAMPED RAKOWITZ
ENGINEERING & SURVEYING


 PROPERTY LINE
 ADJOINER
 X
 EXISTING EASEMENT
 OVERHEAD ELECTRIC LINE
 EASEMENT LINE
 FENCE OFFSET FROM
 PROPERTY LINE



TEXAS LICENSED SURVEYING FIRM 101912 00
810 281 4060 515 W. DAKLAWN ST. A PLEASANTON TX 7806

Date of survey: September 7, 2021
Job No. 21-2437

State of Texas
County of Bexar

Field notes for a tract of land containing 199.35 acres, lying in the Bruno Martinez Survey No. 36, Abstract No. 465 and the John W. Devilbiss Survey No. 2500, Abstract No. 210, Bexar County, Texas, as shown on the accompanying Plat of Survey, prepared for OnPeak Properties, LLC, dated September 7, 2021.

A tract of land containing 199.35 acres, from which 181.95 acres lying in the Bruno Martinez Survey No. 36, Abstract No. 465 and 17.40 acres lying in the John W. Devilbiss Survey No. 2500, Abstract No. 210, Bexar County, Texas, described in instrument, recorded in Document No. 20210055185 of the Official Public Records of Bexar, County, Texas, said tract of land being more particularly described by metes and bounds as follows:

Beginning at a point marked by a 1/2 inch steel rod monument, found lying on the North right-of-way line of State Highway Loop 1604, being the lower Southwest corner of said 199.35 acre tract of land and the Southeast corner of a 8.00 acre tract of land, described in instrument, recorded in Book 9312, Page 2101, of the Official Public Records of Bexar, County, Texas, said point of beginning being the lower Southwest corner of this tract of land;

Thence North 00° 18' 12" East, 1479.13 feet, along the West line of said 199.35 acre tract of land, being the East line of said 8.00 acre tract of land, to a point marked by a 1/2 inch steel rod monument, found at a reentrant corner of said 199.35 acre tract of land, being the Northeast corner of said 8.00 acre tract of land, said point being a reentrant corner of this tract of land;

Thence North 89° 39' 33" West, 1504.25 feet, along the South line of said 199.35 acre tract of land, being the North line of said 8.00 acre tract of land, continuing along the North line of a 10.10 acre tract of land, described in instrument, recorded in Book 15305, Page 0040, of the Official Public Records of Bexar, County, Texas, a 10.010 acre tract of land, described in instrument, recorded in Book 14004, Page 0589, of the Official Public Records of Bexar, County, Texas and a 20.66 acre tract of land, described in instrument, recorded as Clerk's File No. 20180174133, of the Official Public Records of Bexar, County, Texas, to a point marked by a 1/2 inch steel rod monument, found at the upper Southwest corner of said 199.35 acre tract of land, being the Northwest corner of said 20.66 acre tract of land, lying on the East line of a 52.00 acre tract of land, described in instrument, recorded in Book 13136, Page 1204, of the Official Public Records of Bexar, County, Texas, and lying on the East line of a private road, said point being the upper Southwest corner of this tract of land;

Thence North 00° 02' 58" East, 4320.56 feet, along the West line of said 199.35 acre tract of land, being the East line of said private road, being the East line of said 52.00 acre tract of land, continuing along the East line of a 13.153 acre tract of land, described in instrument, recorded in Book 12984, Page 2104, of the Official Public Records of Bexar, County, Texas, a 6.248 acre tract of land, described in instrument, recorded in Book 9681, Page 1052, of the Official Public Records of Bexar, County, Texas and a 52.788 acre tract of land, described in instrument, recorded in Book 18860, Page 1437, of the Official Public Records of Bexar, County, Texas, to a point marked by a fence corner post, found at the Northwest corner of said 199.35 acre tract of land, being the Northeast corner of said 52.788 acre tract of land, the Southwest corner of a 541.989 acre tract of land, described in instrument, recorded in Book 14796, Page 0862, of the Official Public Records of Bexar, County, Texas and the Southeast corner of a 52.00 acre tract of land, described in instrument, recorded in Book 15106, Page 0189, of the Official Public Records of Bexar, County, Texas, said point being the Northwest corner of this tract of land;

Thence North 89° 28' 31" East, 1961.08 feet, along the North line of said 199.35 acre tract of land, being the South line of said 541.989 acre tract of land, to a point marked by a 1/2 inch steel rod monument, found at the Northeast corner of said 199.35 acre tract of land, being the Southeast corner of said 541.989 acre tract of land, and lying on the West line of a 13.938 acre tract of land, described in instrument, recorded in Book 14796, Page 0862, of the Official Public Records of Bexar, County, Texas, said point being the Northeast corner of this tract of land;

Thence South 00° 13' 22" East, 2686.93 feet, along the East line of said 199.35 acre tract of land, being the West line of said 13.938 acre tract of land, continuing along the West line of a tract of land in the name of Leonor Galvan with property identification no. 182417 B.C.A.D., to a point

marked by a 1/2 inch steel rod monument, found at an angle point of said 199.35 acre tract of land, being the South corner of said Leonor Galvan tract of land and lying on the Northwest line of a 25.35 acre tract of land, described in instrument, recorded in Book 15368, Page 0992, of the Official Public Records of Bexar, County, Texas, said point being an angle point of this tract of land;

Thence South 24° 00' 07" West, 502.80 feet, along the Northwest line of said 25.35 acre tract of land and continuing along the Northwest line of a 10.00 acre tract of land, described in instrument, recorded in Book 13776, Page 0345, of the Official Public Records of Bexar County, Texas, to a point marked by a 5/8 inch steel rod monument with cap stamped Rakowitz Engineering & Surveying, said point being an angle point of this tract of land;

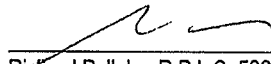
Thence South 00° 33' 02" East, 2687.77 feet, along the East line of said 199.35 acre tract of land, being the West line of said 10.00 acre tract of land, continuing along the West line of a 12.97 acre tract of land, described in instrument, recorded as Clerk's File No. 20190259488, of the Official Public Records of Bexar County, Texas and a tract of land in the name of Texas Land Exchange Inc. with property identification no. 161934 B.C.A.D., to a point marked by a fence corner post, found lying on the North right-of-way line of State Highway Loop 1604, being the Southeast corner of said 199.35 acre tract of land and the Southwest corner of said Texas Land Exchange Inc. tract of land, said point being the Southeast corner of this tract of land;

Thence North 89° 49' 06" West, 225.80 feet, along the North right-of-way line of State Highway Loop 1604, being the South line of said 199.35 acre tract of land, to a point marked by a TxDot brass disk monument, found, said point being an angle point of this tract of land;

Thence along the North right-of-way line of State Highway Loop 1604, being the South line of said 199.35 acre tract of land, being a non-tangent curve to the right, having a radius of 2904.90 feet, a delta angle of 01° 28' 16", an arc length of 74.58 feet, and a chord bearing and distance of North 84° 55' 37" West, 74.58 feet, to the point of beginning;

The basis of bearing for this survey is Grid North, Texas State Plane Coordinate System, NAD 83 (2011), South Central Zone.

I, Richard Pollok, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for a tract of land containing 199.35 acres, as shown on the accompanying Plat of Survey prepared for OnPeak Properties, LLC, dated September 7, 2021, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.


Richard Pollok R.P.L.S. 5825
Rakowitz Engineering and Surveying
515 W. Oaklawn Ste. A
Pleasanton, Texas 78064
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Firm No. 10181200

