

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
THE ESPADA SPECIAL IMPROVEMENT DISTRICT NUMBER 1

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Strategic Partnership Agreement (this "Agreement") is entered into by and between the City of San Antonio, Texas (the "City") and the Espada Special Improvement District Number 1 (the "District").

RECITALS

WHEREAS, the City is a home-rule municipal corporation created and existing under the laws of the State of Texas and situated primarily in Bexar County, Texas; and

WHEREAS, the District is a public improvement district created under and subject to the authority, conditions, and restrictions of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and Chapter 382 of the Texas Local Government Code, as amended, and operating under Chapter 49 of the Texas Water Code, as amended; and

WHEREAS, the City and the District are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, Section 43.0751 of the Texas Local Government Code (the "Act") authorizes the City and the District to negotiate and enter this Agreement; and

WHEREAS, the District encompasses approximately 426.794 acres located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the "Development"); and

WHEREAS, the City and the District are authorized and desire to enter into this Agreement to establish the terms and conditions upon which (i) the City will annex the land within the District for limited and full purposes, and (ii) limitations on the District's ability to incur debt, liabilities, or obligations without prior approval of the municipality; and

WHEREAS, certain areas within the Development may be developed for commercial uses; and

WHEREAS, the City desires to annex the commercial use areas of the Development for the purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, subject to the terms and conditions of this Agreement, the District consents to the City's limited purpose annexation of the commercial use areas of the Development for the purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of directors of the District (the "Board") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board has obtained all necessary consent required from Bexar County to allow the District to adopt this Agreement; and

WHEREAS, the Board approved and adopted this Agreement on November 13, 2024, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the City provided notice of two public hearings in accordance with all applicable laws; including Section 43.0751 and Section 43.9051(c) of the Texas Local Government Code.

WHEREAS, the City Council of the City (the "City Council") conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the City Council approved and adopted this Agreement on June 12, 2025, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the City solely for the purpose of obtaining an agreement with the City to forego annexation of the District; and

NOW THEREFORE, for and in consideration of the mutual agreements contained in this Agreement, and for the good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the District and the City agree as follows:

ARTICLE I. RECITALS AND DEFINITIONS

Section 1.1 The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes;

Section 1.2 In addition to the terms defined elsewhere in this Agreement, when used in this Agreement, each of the following terms will have the meaning indicated below:

Agreement means this Strategic Partnership Agreement between the City and the District.

Board means the Board of Directors of the District.

City Council means the City Council of the City.

City Manager means the City Manager of the City or designee

Conversion Date means the date upon which the City Council adopts an ordinance that includes the Land within the full-purpose boundary limits of the City.

Director means the City's Director of Planning or successor.

District means the Espada Special Improvement District Number 1.

Drainage Facilities means any drainage improvements designed and constructed to serve the Project, or that naturally receive and convey drainage through the Project, including water quality and flood mitigation facilities, storm drain systems, drainage ditches, open waterways, and other related facilities that convey or receive drainage.

Full Purpose Annexation Date means the Conversion Date.

Land means the land within the District's boundaries, as those boundaries may be modified from time to time with the consent of the City.

Limited Purpose Annexation means annexation by the City for the limited purposes of planning and zoning, and for the purpose of imposing and collecting sales and use taxes within such areas in accordance with the Act.

Original Limited Purpose Property means that Land designated as commercial on the Preliminary Master Development Plan as depicted on **Exhibit C** attached to this Agreement.

Service Plan means the service plan attached as **Exhibit D** which specifies the municipal services to be provided by the City after the City's full annexation of land within the District.

ARTICLE II. ADOPTION OF AGREEMENT AND LIMITED PURPOSE ANNEXATION OF PROPERTY

Section 2.1 Public Hearings. The Parties acknowledge and agree that prior to the execution of this Agreement, the Board and the City Council conducted public hearings to consider the adoption of this Agreement and that such hearings were noticed and conducted in accordance with all applicable laws.

Section 2.2 Effective Date. The effective date of this Agreement (the "Effective Date") is the date it is approved and adopted by the City Council.

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

Section 2.4 Limited Purpose Annexation of Original Limited Purpose Property. The Parties agree that the City may annex the Original Limited Purpose Property for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") to be imposed by the City on sales consummated within the Original Limited Purpose Property. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Original Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The City may commence limited purpose annexation of the Original Limited Purpose Property following the first plat application for property within the area identified as commercial on **Exhibit C**. The District shall notify the City within 10 days of filing the first plat application for commercial property. Moreover, within 10 days of filing a plat application for commercial property, the District shall provide the City with a metes and bounds legal description of the commercial property the subject of the plat application.

Section 2.5 Limited Purpose Annexation of Additional Commercial Property. If in the future any non-commercial land within the District as of the Effective Date is converted to any commercial use that contains eligible commercial activities for purposes of imposing sales and use taxes as allowed by the Tax Code, the Parties agree that the City may annex such additional commercial land (the "Additional Limited Purpose Property") for the sole and exclusive purpose of imposing sales and use taxes pursuant to the Agreement. The District acknowledges and agrees that the City Council may adopt a limited purpose annexation ordinance applicable to the Additional Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The District shall notify the Director within 10 days of amending **Exhibit C**.

Section 2.6 Limited Purpose Property and Sales and Use Tax Revenues. For purposes of this Agreement, the Original Limited Purpose Property and Additional Limited Purpose Property, shall collectively be referred to as the "Limited Purpose Property"; and the sales and use taxes collected within the Limited Purpose Property shall be referred to as the "Sales and Use Tax Revenues".

Section 2.7 Consent to Limited Purpose Annexation. The District hereby requests that the City annex the Limited Purpose Property solely for the purposes provided in this agreement. The District consents to such annexations, from time to time, and to the collection of sales and use tax revenues by the City within the Limited Purpose Property. Such consent shall bind the District.

Section 2.8 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the

municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election.

ARTICLE III. TAXATION

Section 3.1 Collection of Sales and Use Tax Revenues. The City may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues shall take effect on the date described in Section 321.102 of the Tax Code. The District agrees not to impose a sales and use tax within the Limited Purpose Property.

Section 3.2 Payment of Sales and Use Tax. The City shall pay to the District an amount equal to 25% of the Sales and Use Tax Revenues collected within the Limited Purpose Property (the "District Share") commencing upon the effective date of the limited purpose annexation of the Limited Purpose Property and terminating upon the full purpose annexation or disannexation of the Limited Purpose Property. The City shall pay the District Share within 30 days after the City receives the sales tax report reflecting such revenues from the Comptroller of Public Accounts of the State of Texas (the "Comptroller"). Any payment of the District Share not made within such 30-day period shall bear interest calculated in accordance with Section 2251.025 of the Texas Government Code. The City shall retain all Sales and Use Tax Revenues that do not constitute the District Share (the "City Share").

Section 3.3 Use of the Sales and Use Tax Revenues. The District may use the District Share for the following purposes and in the following order of priority: (i) FIRST, to pay for police, fire, and EMS services within the District; (ii) SECOND, to reimburse owners and developers of land within the District for the cost to design and construct improvements that are otherwise eligible for reimbursement through the issuance of District bonds ("Infrastructure"); (iii) THIRD, to pay for the operation, maintenance, repair, and replacement of Infrastructure; and (iv) LAST, for the retirement of District bonds after the 10th anniversary of issuance. The City may use the City share for any lawful purpose.

Section 3.4 Delivery of Sales Tax Reports to District. The City shall include with each payment of the District Share a condensed version of each sales tax report provided by the Comptroller relating to Sales and Use Tax Revenues within 30 days of the City's receipt of such sales tax report.

Section 3.5 Notification of Comptroller. The City shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the City Council annexes the Limited Purpose Property for limited purposes.

Section 3.6 Termination of Sales and Use Tax Sharing. Upon termination of this Agreement, the City shall have no further financial obligation to the District pursuant to this Agreement, and all Sales and Use Tax Revenues shall be retained by the City.

Section 3.7 City Records and District Audit Rights. The District may audit the Sales and Use Tax Revenues to determine whether the District Share has been paid in accordance with this Agreement. The City shall provide reasonable accommodations for the District to perform the audit. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours on 30 days' Notice. For purposes of any such audits, the City shall maintain and make available to the District's representatives all books, records, documents and other evidence of accounting procedures or practices to reflect the amount of Sales and Use Tax Revenues received by the City from within the Limited Purpose Property.

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

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

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

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 The City agrees that it will not annex or attempt to annex the District property for full purposes until on or after December 31, 2054. When the land located within the District is annexed for full purpose annexation status in accordance with this Agreement and as provided by 43.0751 of the Texas Local Government Code, the conversion may be affected by City Council adoption of an ordinance incorporating the Land within full purpose city limits. Except as set out in this Agreement, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

Section 4.2 The District acknowledges that the City may annex the District property for full purposes on or after the Full Purpose Annexation Date pursuant to the terms of the Agreement without the need for further action by the governing body of the municipality, including the

procedures prescribed by Subchapters C-3, C-4, and C-5 of Chapter 43 of the Texas Local Government Code.

Section 4.3 The District consents to noncontiguous annexation of the District property by the City.

Section 4.4 Conversion Date-Full Purpose Annexation. Pursuant to Subsection (h) of the Act, the Limited Purpose Property shall be deemed to be within the full-purpose boundary limits of the City upon the Conversion Date without any further action by the City Council. For purposes of this Section 4.4, the Conversion Date is the date upon which the City Council adopts an ordinance that annexes for full purpose the Land within the District, including the Limited Purpose Property. The City may exercise its right to annex the District Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire or any part of the District Property or Annexation Area for limited or full purposes at any time.

Section 4.5 Service Plan. Following the Conversion Date, the City will provide additional municipal services within the District in accordance with the Service Plan attached in **Exhibit D** which will be the Service Plan for the District. The District affirms that the Service Plan is sufficient, and no further negotiations or public hearings are required for the adoption of the Service Plan. The District agrees that it will not contest the Service Plan.

Section 4.6 Authority of the City Upon Full Purpose Annexation. Upon the Conversion Date, the City will have all of the authority and power within the Land that the City has in all other areas within the City's incorporated city limits, including the power to levy and collect ad valorem property taxes and sales taxes.

Section 4.7 Rights of District Residents upon Full Purpose Annexation. Following the Conversion Date, the residents of the Land will be citizens of the City for all purposes and will have all of the rights, privileges, and responsibilities accorded to citizens residing in all other areas within the City's incorporated city limits.

ARTICLE V. TERM

Section 5.1 This Agreement commences and binds the Parties on the Effective Date and continues until such time the City has annexed the Land for full purposes and the District is dissolved in accordance with Section 382.201(b) of the Local Government Code; or the City may unilaterally terminate this Agreement for convenience, with 90 days' notice to the District.

Section 5.2 On the Effective Date, the City will record this Agreement in the Official Public Records of Bexar County, Texas, and the terms of this Agreement will constitute covenants running with the land and will become binding on each current and future owner of any real property included within the Land. If, in the future, additional property is annexed to the District,

then, upon the effective date of such annexation, the terms of this Agreement will become applicable to that additional property in the same manner and to the same extent as if the additional property had originally been included within the Land.

ARTICLE VI. DISTRICT ASSETS, LIABILITIES, AND OBLIGATIONS

Section 6.1. Upon the Conversion Date the City shall assume all of the District's assets, but the City will not be liable for the District's debt or other obligations pursuant to Section 382.201(a) of the Texas Local Government Code.

Section 6.2. Transfer of Certain Easements and Real Property to City. Within 90 days after the Conversion Date, the District will convey to the City, at no cost to the City, any real property and/or easements owned or held by the District. All conveyances will be by appropriate instrument, acceptable in form and substance to the City and the District. If any necessary transfer of title is not accomplished, for any reason, by the Conversion Date, the District agrees that the City will be authorized to finalize such conveyances as the District's successor-in-interest.

Section 6.3 Limitation on Debt. The District may not incur any debt, liability, or other obligation that extends past December 31, 2054, or sell or otherwise transfer property, without the prior approval of the City.

ARTICLE VII. BREACH, NOTICE AND REMEDIES

Section 7.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as detailed in Section 8.1 of this Agreement, to the breaching Party that describes the breach in reasonable detail.

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

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

ARTICLE VIII. ADDITIONAL PROVISIONS

Section 8.1 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 8.1.

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

To the District: Espada Special Improvement District Number 1
 Attn: Frank Garza
 601 NW Loop 410, Suite 100
 San Antonio, Texas 78216

Section 8.2 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 8.3 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Bexar County, Texas and hereby submit to the jurisdiction of the courts of Bexar County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 8.4 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City

Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 8.5 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 8.6 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 8.7 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 8.8 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 8.9 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 8.10 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 8.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 8.12 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 8.12. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other party to pursue the remedies available under this Agreement. Nothing in this Section 8.12 shall waive any claims, defenses, or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 8.13 Incorporation of Exhibits by References. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit A Depiction of the Development
- Exhibit B Legal Description of the Development
- Exhibit C Depiction of the Limited Purpose Property
- Exhibit D Service Plan

Section 8.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY:

CITY OF SAN ANTONIO, TEXAS

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____ 2025 by, NAME, TITLE, of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Date:

Notary Public State of Texas

My Commission Expires: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: _____

APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE ESPADA
SPECIAL IMPROVEMENT DISTRICT NUMBER 1 ON November 13, 2024.

ESPADA SPECIAL IMPROVEMENT DISTRICT
NUMBER 1


By: 

Printed Name: Clifton Karam

Title: President, Board of Directors

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on November 13, 2024
by Clifton Karam, President, Board of Directors of the Espada Special Improvement
District Number 1 on behalf of the District.


Notary Public, State of Texas

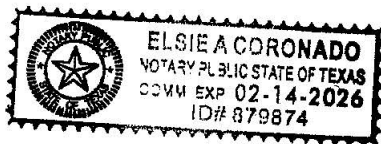


EXHIBIT A TO STRATEGIC PARTNERSHIP AGREEMENT

DEPICTION OF THE DEVELOPMENT

DATE OF PREPARATION: JANUARY 9, 2023

LEGAL DESCRIPTION:

[illegible]

LEGEND

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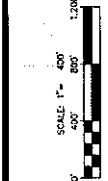
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PLAIN NOTE:

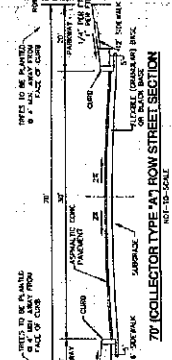
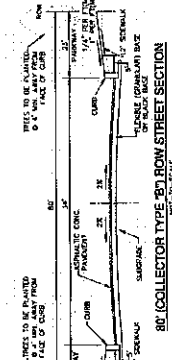
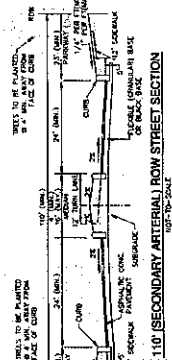
PLEASE NOTE: ON THIS MASTER DEVELOPMENT PLAN, THE DISTRICTS OF THE CITY OF SAN ANTONIO ARE DESIGNATED BY THE LETTERS A THROUGH J. THE LOCATION OF CONDOMINIUM PLATS ASSOCIATED WITH THIS MASTER DEVELOPMENT PLAN IS SUBJECT TO THE REVIEW AND APPROVAL OF A SUBCOMMITTEE OF THE CITY OF SAN ANTONIO. THE MASTER DEVELOPMENT PLAN IS IN ACCORDANCE WITH SECTION 35-504, APPENDIX D AND APPENDIX F OF THE CITY OF SAN ANTONIO ORDINANCES.

DEVELOPER:
JOHNES OF TEXAS
PO BOX 419, STE 1103
DALLAS, TX 75216

ENGINEER/DESIGNER:
PAPE JOHNSON ENGINEERS
2500 WY LOOP #19
SAN ANTONIO, TEXAS 78213
PHONE: 210/375-2000
FAX: 210/375-5910

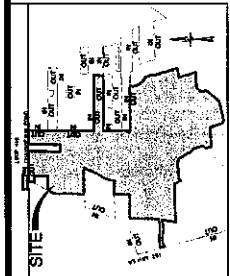


MDP HAS BEEN ACCEPTED BY
 MD: Melissa Ramsey
 10 February 2023 23:1100038
 Date: (Number)



PARKLAND REQUIREMENTS	
LAND USE	
SINGLE FAMILY	2000 LOTS = 28.84 ACRES PARKLAND REQUIRED
	1. 30.35 ACRES FLOODPLAIN PROTECTED
	2. 68.58 ACRES OPEN SPACE (MINIMUM) PROVIDED

PHASING SCHEDULE	
PHASE	CONSTRUCTION START
1	2021
2	2024
3	2025
4	2026
5	2027

[illegible]

CITY NAME				LINE TYPE		LINE TYPE	
LINE #	SEASON	DEPTH	DEPTH	LINE #	SEASON	DEPTH	DEPTH
1	WINTER	100	100	1	WINTER	100	100
2	WINTER	100	100	2	WINTER	100	100
3	WINTER	100	100	3	WINTER	100	100
4	WINTER	100	100	4	WINTER	100	100
5	WINTER	100	100	5	WINTER	100	100
6	WINTER	100	100	6	WINTER	100	100
7	WINTER	100	100	7	WINTER	100	100
8	WINTER	100	100	8	WINTER	100	100
9	WINTER	100	100	9	WINTER	100	100
10	WINTER	100	100	10	WINTER	100	100
11	WINTER	100	100	11	WINTER	100	100
12	WINTER	100	100	12	WINTER	100	100
13	WINTER	100	100	13	WINTER	100	100
14	WINTER	100	100	14	WINTER	100	100
15	WINTER	100	100	15	WINTER	100	100
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41	WINTER	100	100	41	WINTER	100	100
42	WINTER	100	100	42	WINTER	100	100
43	WINTER	100	100	43	WINTER	100	100
44	WINTER	100	100	44	WINTER	100	100
45	WINTER	100	100	45	WINTER	100	100
46	WINTER	100	100	46	WINTER	100	100
47	WINTER	100	100	47	WINTER	100	100
48	WINTER	100	100	48	WINTER	100	100
49	WINTER	100	100	49	WINTER	100	100
50	WINTER	100	100	50	WINTER	100	100

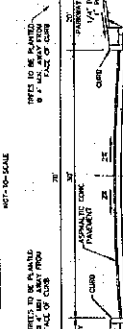
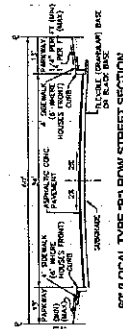
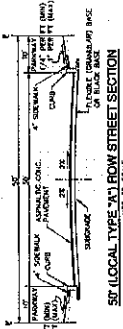
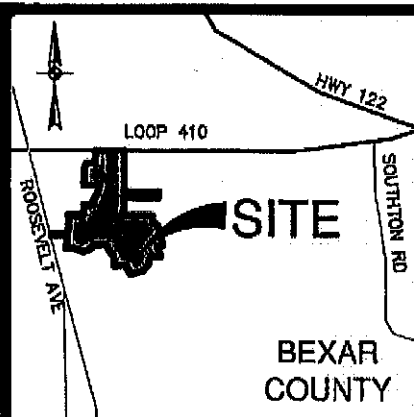
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EXHIBIT B TO STRATEGIC PARTNERSHIP AGREEMENT

LEGAL DESCRIPTION OF THE DEVELOPMENT

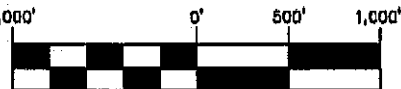


LOCATION MAP

NOT-TO-SCALE

INTERSTATE LOOP 410
(VARIABLE WIDTH PUBLIC R.O.W.)

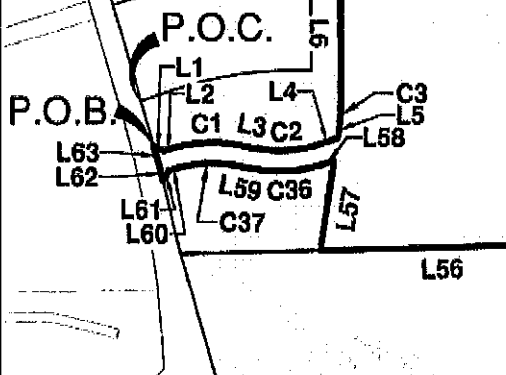
1 Inch = 1,000'



U.S. HIGHWAY 281
(ROOSEVELT AVE.)
(VARIABLE WIDTH PUBLIC R.O.W.)

426.794 ACRES

SEE DETAIL "A"
SHEET 3 OF 3



**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9600
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10029800

This document was prepared under 22TAC138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

JULY 28, 2022; REVISED JAN 17, 2023

SHEET 1 OF 3
JOB No.: 12632-00

LINE TABLE		
LINE	BEARING	LENGTH
L1	S61°07'55"E	56.57'
L2	N73°52'05"E	60.00'
L3	S79°20'35"E	107.73'
L4	N72°14'52"E	124.74'
L5	N08°51'27"E	91.83'
L6	N00°17'28"W	823.76'
L7	S89°57'22"E	841.40'
L8	N00°01'46"E	569.81'
L9	S88°33'04"E	491.70'
L10	N29°33'20"E	283.17'
L11	N89°59'51"W	921.81'
L12	N00°01'46"E	207.58'
L13	S89°58'14"E	31.69'
L14	N00°23'26"W	412.49'
L15	N00°23'26"W	58.00'
L16	N00°23'26"W	169.82'
L17	N30°19'05"E	25.23'
L18	N89°56'07"E	51.59'
L19	N00°03'53"W	58.00'
L20	N89°29'59"E	471.45'
L21	N00°48'52"W	458.68'
L22	N89°44'30"W	208.21'
L23	N00°05'04"E	208.83'
L24	S89°49'45"E	1095.57'
L25	S01°55'35"W	1101.20'
L26	S89°45'58"E	244.88'
L27	N01°23'00"E	1101.20'
L28	S89°49'45"E	468.28'
L29	S00°13'39"W	2269.86'
L30	S89°57'22"E	1962.77'
L31	S10°42'24"W	113.94'
L32	S10°32'15"W	39.06'

LINE TABLE		
LINE	BEARING	LENGTH
L33	S07°44'29"W	91.88'
L34	S02°14'40"E	13.15'
L35	S09°44'28"E	83.22'
L36	N89°57'22"W	1938.01'
L37	S00°13'39"W	954.11'
L38	S89°57'22"E	1574.16'
L39	S16°49'27"E	779.28'
L40	S78°25'51"W	325.55'
L41	S16°36'05"E	610.41'
L42	S88°01'10"W	532.98'
L43	S39°48'30"W	197.69'
L44	S05°22'19"E	200.40'
L45	S39°39'33"W	560.39'
L46	S75°42'06"W	628.58'
L47	N17°28'39"W	375.41'
L48	S86°55'56"W	529.78'
L49	N87°39'38"W	10.00'
L50	N31°36'58"E	18.44'
L51	N31°10'42"W	180.05'
L52	N20°26'47"W	10.00'
L53	S70°00'27"W	84.80'
L54	S43°46'33"W	49.40'
L55	N28°59'12"W	244.22'
L56	S88°24'46"W	1326.55'
L57	N08°51'27"E	489.46'
L58	S72°14'52"W	69.64'
L59	N79°20'35"W	107.73'
L60	S73°52'05"W	60.00'
L61	S28°52'05"W	62.17'
L62	N13°16'45"W	79.53'
L63	N16°07'55"W	114.53'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	755.00'	26°47'21"	N87°15'45"E	349.80'	353.01'
C2	645.00'	28°24'33"	N86°27'09"E	316.55'	319.81'
C3	388.05'	9°08'55"	N04°17'00"E	61.90'	61.96'
C4	855.15'	28°07'11"	N15°29'45"E	415.49'	419.69'
C5	2085.84'	12°50'24"	N22°42'59"E	466.46'	467.44'
C6	15.00'	90°00'00"	N44°36'34"E	21.21'	23.56'
C7	15.00'	90°00'00"	N45°23'26"W	21.21'	23.56'
C8	571.00'	30°42'30"	N14°57'49"E	302.39'	306.04'
C9	15.00'	59°37'02"	N60°07'36"E	14.91'	15.61'
C10	560.14'	67°45'06"	S29°07'04"E	624.44'	662.36'
C11	776.82'	27°06'45"	S14°32'44"E	364.17'	367.59'
C12	152.42'	100°56'51"	N62°41'51"W	235.13'	268.54'
C13	150.00'	36°53'43"	S82°20'47"W	94.93'	96.59'
C14	45.53'	129°25'15"	N51°23'28"W	82.34'	102.85'
C15	137.35'	10°58'47"	N07°49'46"E	26.28'	26.32'
C16	127.34'	33°33'44"	N14°26'32"W	73.53'	74.59'
C17	60.20'	84°17'27"	N10°55'18"E	80.79'	88.56'
C18	105.94'	74°15'42"	N15°56'11"E	127.90'	137.31'
C19	155.01'	22°56'39"	N09°43'21"W	61.66'	62.07'
C20	194.99'	31°27'28"	N13°58'45"W	105.72'	107.06'
C21	155.00'	13°11'45"	N23°06'37"W	35.62'	35.70'
C22	194.99'	43°23'07"	N38°12'18"W	144.15'	147.65'
C23	155.00'	46°34'19"	N36°36'42"W	122.55'	125.99'
C24	195.00'	45°03'30"	N35°51'17"W	149.43'	153.35'
C25	140.00'	80°38'42"	N50°50'58"W	181.18'	197.05'
C26	80.00'	10°18'44"	N86°00'57"W	14.38'	14.40'
C27	120.01'	24°57'39"	S86°39'35"W	51.87'	52.28'
C28	79.99'	31°49'19"	N89°54'35"W	43.86'	44.43'
C29	120.01'	34°08'53"	S88°55'38"W	70.47'	71.52'
C30	130.01'	26°17'39"	S85°00'01"W	59.14'	59.66'
C31	169.99'	19°19'25"	S88°29'08"W	57.06'	57.33'
C32	80.00'	27°57'48"	N87°11'40"W	38.66'	39.05'
C33	120.00'	45°59'57"	S83°47'16"W	93.77'	96.34'
C34	80.01'	34°21'51"	S77°58'13"W	47.27'	47.99'
C35	169.99'	25°35'56"	S82°21'11"W	75.32'	75.95'
C36	755.00'	28°24'33"	S86°27'09"W	370.53'	374.36'
C37	645.00'	26°47'21"	S87°15'45"W	298.84'	301.58'

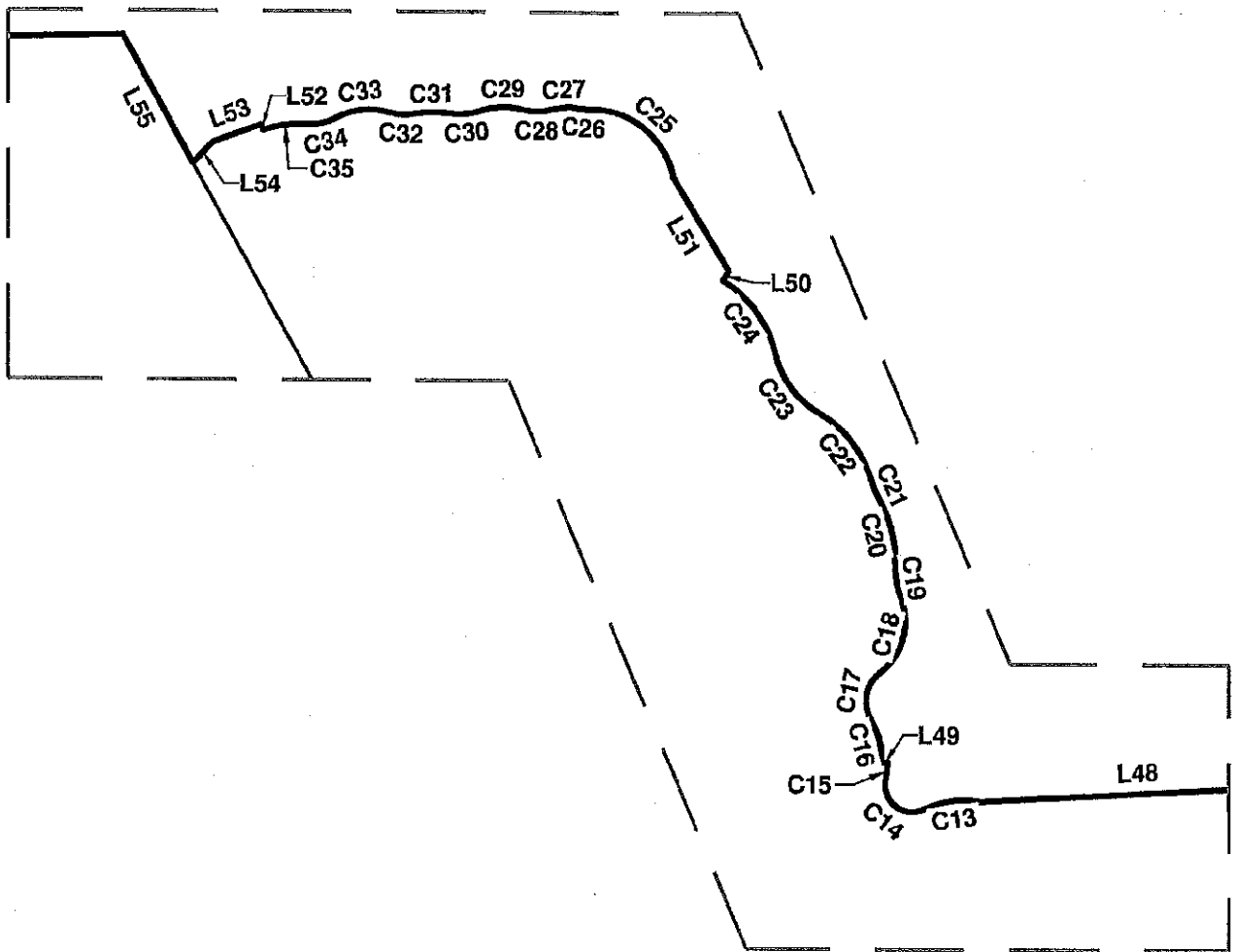


SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10026800

JULY 29, 2022; REVISED JAN 17, 2023

SHEET 2 OF 3
 JOB No.: 12632-00

REFERENCE



DETAIL "A"
1"=300'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028600

JULY 29, 2022; REVISED JAN 17, 2023

SHEET 3 OF 3
JOB No.: 12632-00

REFERENCE:

METES AND BOUNDS DESCRIPTION

A 426.794 acre, more or less, tract of land out of that 1296.619 acre tract conveyed to Marmaxx Operating Corp. recorded in Volume 18753, Page 1832 of the Official Public Records of Bexar County, Texas, out of the Juan M. Urriegas Survey 32, Abstract 769, County Block 4283, Bexar County, Texas. Said 426.794 acre tract also includes all of that called 0.989 acre tract of land conveyed to Marmaxx Operating Corp. by deed recorded in Document No. 20220018829 of the Official Public Records of Bexar County, Texas, out of the Juan M. Urriegas Survey 32, Abstract 769, County Block 4283, Bexar County, Texas. Said 426.794 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

COMMENCING: At a northwest corner of said 1296.619 acre tract, the southwest corner of a 13.250 acre tract conveyed to Girdley Ventures-Espada, LLC by deed recorded in Document No. 20190189970 of the Official Public Records of Bexar County, Texas, on the east right-of-way line of U.S. Highway 281, also known as Roosevelt Avenue, a variable width public right-of-way;

THENCE: S 16°07'55" E, with the east right-of-way line of said U.S. Highway 281, the west line of said 1296.619 acre tract, a distance of 250.00 feet to a northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE: Departing the east right-of-way line of said U.S. Highway 281, over and across said 1296.619 acre tract, the following bearings and distances:

S 61°07'55" E, a distance of 56.57 feet to a point;

N 73°52'05" E, a distance of 60.00 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 755.00 feet, a central angle of 26°47'21", a chord bearing and distance of N 87°15'45" E, 349.80 feet, for an arc length of 353.01 feet to a point;

S 79°20'35" E, a distance of 107.73 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 645.00 feet, a central angle of 28°24'33", a chord bearing and distance of N 86°27'09" E, 316.55 feet, for an arc length of 319.81 feet to a point;

N 72°14'52" E, a distance of 124.74 feet to a point;

N 08°51'27" E, a distance of 91.83 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 388.05 feet, a central angle of 09°08'55", a chord bearing and distance of N 04°17'00" E, 61.90 feet, for an arc length of 61.96 feet to a point;

N 00°17'28" W, a distance of 823.76 feet to a point on a north line of said 1296.619 acre tract, the south line of a 35.80 acre tract described in deed to Johnson Trust Investments, LLC, recorded in Volume 11512, Page 1600 of the Official Public Records of Bexar County, Texas;

THENCE: S 89°57'22" E, with a north line of said 1296.619 acre tract, the south line of said 35.80 acre tract, a distance of 841.40 feet to the southeast corner of said 35.80 acre tract;

THENCE: N 00°01'46" E, with a west line of said 1296.619 tract, the east line of said 35.80 acre tract, and the east line of a 15.00 acre tract described in deed to Southside I.S.D., recorded in Volume 11322, Page 862 of the Official Public Records of Bexar County, Texas, a distance of 569.81 feet to point;

THENCE: Departing the west line of said 1296.619 acre tract, the east line of said 15.00 acre tract, over and across said 1296.619 acre tract the following bearings and distances:

S 88°33'04" E, a distance of 491.70 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 855.15 feet, a central angle of 28°07'11", a chord bearing and distance of N 15°29'45" E, 415.49 feet, for an arc length of 419.69 feet to a point;

N 29°33'20" E, a distance of 283.17 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 2085.84 feet, a central angle of 12°50'24", a chord bearing and distance of N 22°42'59" E, 466.46 feet, for an arc length of 467.44 feet to a point;

N 89°59'51" W, a distance of 921.81 feet to point on the west line of said 1296.619 acre tract, the east line of a called 2.012 acre tract conveyed to San Antonio Housing Facility Corporation by deed recorded in Document No. 20190246575 of said Official Public Records;

THENCE: N 00°01'46" E, with a west line of said 1296.619 acre tract, the east line of said called 2.012 acre tract, a distance of 207.58 feet to the south terminus of Marshall Way, a variable width public right-of-way dedicated in Marshall Way Subdivision Plat, recorded in Volume 9594, Page 100 of the Deed and Plat Records of Bexar County, Texas;

THENCE: S 89°58'14" E, with a north line of said 1296.619 acre tract, the south terminus of said Marshall Way, a distance of 31.69 feet to the southeast corner of said Marshall Way;

THENCE: With a west line of said 1296.619 acre tract, the east right-of-way line of said Marshall Way, the following bearings and distances:

N 00°23'26" W, a distance of 412.49 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 44°36'34" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 00°23'26" W, a distance of 58.00 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 45°23'26" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 00°23'26" W, a distance of 169.82 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 571.00 feet, a central angle of 30°42'30", a chord bearing and distance of N 14°57'49" E, 302.39 feet, for an arc length of 306.04 feet to a point;

N 30°19'05" E, a distance of 25.23 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 15.00 feet, a central angle of 59°37'02", a chord bearing and distance of N 60°07'36" E, 14.91 feet, for an arc length of 15.61 feet to a point;

N 89°56'07" E, a distance of 51.59 feet to a point;

N 00°03'53" W, a distance of 58.00 feet to a southwest corner of Lot 2, Block 1 of said Marshall Way Subdivision;

- THENCE: N 89°29'59" E, departing the east right-of-way line of said Marshall Way, with a north line of said 1296.619 acre tract, the south line of said Lot 2, a distance of 471.45 feet to the southeast corner of said Lot 2;
- THENCE: N 00°48'52" W, with a west line of said 1296.619 acre tract, the east line of said Lot 2, a distance of 458.68 feet to the northeast corner of said Lot 2, the southeast corner of said called 0.989 acre tract;
- THENCE: N 89°44'30" W, departing the west line of said 1296.619 acre tract, along and with the north line of said Lot 2, the south line of said called 0.989 acre tract, a distance of 208.21 feet to the southwest corner of said called 0.989 acre tract, on the east right-of-way line of said Marshall Way;
- THENCE: N 00°05'04" E, departing the north line of said Lot 2, along and with the west line of said called 0.989 acre tract, the east right-of-way line of said Marshall Way, a distance of 208.83 feet to the northeast corner of said called 0.989 acre tract, at the intersection of the east right-of-way line of said Marshall Way with the south right-of-way line of Chavaneaux Road, a 40-foot public right-of-way;
- THENCE: S 89°49'45" E, with the south right-of-way line of said Chavaneaux Road, the north line of said called 0.989 acre tract and the north line of said 1296.619 acre tract, a distance of 1095.57 feet to the northwest corner of a 2.0 acre tract conveyed to Eduardo and San Juanita Perez by deed recorded in Volume 18442, Page 2390 of said Official Public Records;
- THENCE: S 01°55'35" W, departing the south right-of-way line of said Chavaneaux Road, with an east line of said 1296.619 acre tract, the west line of said 2.0 acre tract, and the west line of a 1.0 acre tract conveyed to Deirdra Anderson by deed recorded in Volume 9108, Page 1703 of said Official Public Records, a distance of 1101.20 feet to the southwest corner of said 1.0 acre tract, a reentrant corner of said 1296.619 acre tract;
- THENCE: S 89°45'58" E, with a north line said 1296.619 acre tract, the south line of said 1.0 acre tract, and the south line of a 3.0 acre tract conveyed to Patricia Saucedo by deed recorded in Volume 8057, Page 528 of said Official Public Records, a distance of 244.88 feet to the southeast corner of said 3.0 acre tract, a reentrant corner of said 1296.619 acre tract;
- THENCE: N 01°23'00" E, with a west line of said 1296.619 acre tract, the east line of said 3.0 acre tract, a distance of 1101.20 feet to a northwest corner of said 1296.619 acre tract, the northeast corner of said 3.0 acre tract, on the south right-of-way line of said Chavaneaux Road;

THENCE: S 89°49'45" E, with the south right-of-way line of said Chavaneaux Road, the north line of said 1296.619 acre tract, a distance of 468.28 feet to a northeast corner of said 1296.619 acre tract, the northwest corner of a 10-foot street dedication described in Mario and Patricia Cavazos – A Subdivision, recorded in Volume 9611, Page 21 of said Deed and Plat Records, from which the northeast corner of said 10-foot street dedication, the northwest corner of a called 1.018 acre tract conveyed to Fiesta Oaks Properties, LLC by deed recorded in Volume 17590, Page 776 of the Official Public Records of Bexar County, Texas bears S 89°49'45" E, a distance of 592.85 feet;

THENCE: S 00°13'39" W, departing the south right-of-way line of said Chavaneaux Road, with the east line of said 1296.619 acre tract, and the west lines of the following tracts: said 10-foot street dedication, Lot 1, Block 2 of said Mario and Patricia Cavazos – A Subdivision, a 14.94 acre tract described in deed to Joseph DeGasperi recorded in Volume 6607, Pages 799-801 of the Deed Records of Bexar County, Texas, a 14.94 acre tract described in deed to Steve M. Rivas, recorded in Volume 4616, Page 398 of said Official Public Records, a 2.622 acre tract described in deed to Betty M. Gatlin and Josephine A. Gilchrist, recorded in Volume 15424, Page 1546 of said Official Public Records, a 14.96 acre tract described in deed to David Rodriguez, recorded in Volume 8189, Page 416 of said Official Public Records, and a tract described in deed to Dolores Rivas Arellano, recorded in Volume 15778, Page 286 of said Official Public Records, a distance of 2269.86 feet to the southwest corner of said Dolores Rivas Arellano tract;

THENCE: S 89°57'22" E, with a north line of said 1296.619 acre tract, the south line of said Dolores Rivas Arellano tract and the south line of a 14.94 acre tract conveyed to Steven M. Rivas by deed recorded in Volume 4616, Page 398 of said Official Public Records, a distance of 1962.77 feet to a point on the west high bank of the Old Espada Ditch;

THENCE: With an east line of said 1296.619 acre tract, the west high bank of said Old Espada Ditch, the following bearings and distances:

S 10°42'24" W, a distance of 113.94 feet to a point;

S 10°32'15" W, a distance of 39.06 feet to a point;

S 07°44'29" W, a distance of 91.88 feet to a point;

S 02°14'40" W, a distance of 13.15 feet to a point;

S 09°44'28" E, a distance of 83.22 feet to the southeast corner of said 1296.619 acre tract, the northeast corner of a 2.98 acre tract conveyed to Jose A. and Carmela Ferrer by deed recorded in Volume 12229, Page 618 of said Official Public Records;

THENCE: N 89°57'22" W, with a south line of said 1296.619 acre tract, the north lines of the following tracts: said 2.98 acre tract, a tract conveyed to Maria Gutierrez by deed recorded in Volume 5330, Page 409 of said Official Public Records, a 3.00 acre tract conveyed to Robert A. and Idrene Maspero by deed recorded in Volume 17973, Page 2122 of said Official Public Records, and a 3.00 acre tract conveyed to Antonio Ramirez Jr., et.al. by deed recorded in Doc. No. 20200033097 of said Official Public Records, a distance of 1938.01 feet to the northwest corner of said Antonio Ramirez Jr., et.al. tract;

THENCE: S 00°13'39" W, with an east line of said 1296.619 acre tract, the west lines of said Antonio Ramirez Jr., et.al. tract, a tract conveyed to Arthur B. Maspero by deed recorded in Volume 18185, Page 2337 of said Official Public Records, and a called 2.303 acre tract conveyed to Joseph Acevedo by deed recorded in Volume 7192, Page 267 of said Official Public Records, a distance of 954.11 feet to the southwest corner of said called 2.303 acre tract, a reentrant corner of said 1296.619 acre tract;

THENCE: S 89°57'22" E, with a north line of said 1296.619 acre tract, the south lines of the following tracts: said 2.303 acre tract, a 4.180 acre tract conveyed to Elena Dewitt Pena by deed recorded in Volume 6749, Page 127 of said Official Public Records, a 2.090 acre tract conveyed to Rodolfo Jimenez by deed recorded in Volume 17104, Page 893 of said Official Public Records, a 2.090 acre tract conveyed to Evy Adams by deed recorded in Document No. 20210156710 of said Official Public Records, and a 4.180 acre tract conveyed to Edward A. Dewitt by deed recorded in Volume 6749, Page 110 of said Official Public Records, a distance of 1574.16 feet to a point on the south line of said 4.180 acre tract;

THENCE: Departing the north line of said 1296.619 acre tract, the south line of said 4.180 acre tract, over and across said 1296.619 acre tract, the following bearings and distances:

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 560.14 feet, a central angle of 67°45'06", a chord bearing and distance of S 29°07'04" E, 624.44 feet, for an arc length of 662.36 feet to a point;

Southeasterly, along a non-tangent curve to the right, said curve having a radius of 776.82 feet, a central angle of 27°06'45", a chord bearing and distance of S 14°32'44" E, 364.17 feet, for an arc length of 367.59 feet to a point;

S 16°49'27" E, a distance of 779.28 feet to a point;

S 78°25'51" W, a distance of 325.55 feet to a point;

S 16°36'05" E, a distance of 610.41 feet to a point;

S 88°01'10" W, a distance of 532.98 feet to a point;

S 39°48'30" W, a distance of 197.69 feet to a point;

S 05°22'19" E, a distance of 200.40 feet to a point;

S 39°39'33" W, a distance of 560.39 feet to a point;

S 75°42'06" W, a distance of 628.58 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 152.42 feet, a central angle of 100°56'51", a chord bearing and distance of N 62°41'51" W, 235.13 feet, for an arc length of 268.54 feet to a point;

N 17°28'39" W, a distance of 375.41 feet to a point;

S 86°55'56" W, a distance of 529.78 feet to a point on the north line of a variable width Trail Easement recorded in Document No. 20180195188 of the Official Public Records of Bexar County, Texas;

THENCE: Along the northerly line of said Trail Easement, continuing over and across said 1296.619 acre tract, the following bearings and distances:

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 150.00 feet, a central angle of 36°53'43", a chord bearing and distance of S 82°20'47" W, 94.93 feet, for an arc length of 96.59 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 45.53 feet, a central angle of 129°25'15", a chord bearing and distance of N 51°23'28" W, 82.34 feet, for an arc length of 102.85 feet to a point;

Northeasterly, along a reverse curve to the left, said curve having a radius of 137.35 feet, a central angle of 10°58'47", a chord bearing and distance of N 07°49'46" E, 26.28 feet, for an arc length of 26.32 feet to a point;

N 87°39'38" W, a distance of 10.00 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 127.34 feet, a central angle of 33°33'44", a chord bearing and distance of N 14°26'32" W, 73.53 feet, for an arc length of 74.59 feet to a point;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 60.20 feet, a central angle of 84°17'27", a chord bearing and distance of N 10°55'18" E, 80.79 feet, for an arc length of 88.56 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 105.94 feet, a central angle of 74°15'42", a chord bearing and distance of N 15°56'11" E, 127.90 feet, for an arc length of 137.31 feet to a point;

Northwesterly, along a reverse curve to the right, said curve having a radius of 155.01 feet, a central angle of 22°56'39", a chord bearing and distance of N 09°43'21" W, 61.66 feet, for an arc length of 62.07 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 194.99 feet, a central angle of 31°27'28", a chord bearing and distance of N 13°58'45" W, 105.72 feet, for an arc length of 107.06 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 155.00 feet, a central angle of 13°11'45", a chord bearing and distance of N 23°06'37" W, 35.62 feet, for an arc length of 35.70 feet to a point;

Northwesterly, along a reverse curve to the left, said curve having a radius of 194.99 feet, a central angle of 43°23'07", a chord bearing and distance of N 38°12'18" W, 144.15 feet, for an arc length of 147.65 feet to a point;

Northwesterly, along a reverse curve to the right, said curve having a radius of 155.00 feet, a central angle of 46°34'19", a chord bearing and distance of N 36°36'42" W, 122.55 feet, for an arc length of 125.99 feet to a point;

Northwesterly, along a reverse curve to the left, said curve having a radius of 195.00 feet, a central angle of 45°03'30", a chord bearing and distance of N 35°51'17" W, 149.43 feet, for an arc length of 153.35 feet to a point;

N 31°36'58" E, a distance of 18.44 feet to a point;

N 31°10'42" W, a distance of 180.05 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 140.00 feet, a central angle of 80°38'42", a chord bearing and distance of N 50°50'58" W, 181.18 feet, for an arc length of 197.05 feet to a point;

Northwesterly, along a reverse curve to the right, said curve having a radius of 80.00 feet, a central angle of 10°18'44", a chord bearing and distance of N 86°00'57" W, 14.38 feet, for an arc length of 14.40 feet to a point;

Southwesterly, along a reverse curve to the left, said curve having a radius of 120.01 feet, a central angle of 24°57'39", a chord bearing and distance of S 86°39'35" W, 51.87 feet, for an arc length of 52.28 feet to a point;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 79.99 feet, a central angle of 31°49'19", a chord bearing and distance of N 89°54'35" W, 43.86 feet, for an arc length of 44.43 feet to a point;

Southwesterly, along a reverse curve to the left, said curve having a radius of 120.01 feet, a central angle of 34°08'53", a chord bearing and distance of S 88°55'38" W, 70.47 feet, for an arc length of 71.52 feet to a point;

Southwesterly, along a reverse curve to the right, said curve having a radius of 130.01 feet, a central angle of 26°17'39", a chord bearing and distance of S 85°00'01" W, 59.14 feet, for an arc length of 59.66 feet to a point;

Southwesterly, along a reverse curve to the left, said curve having a radius of 169.99 feet, a central angle of 19°19'25", a chord bearing and distance of S 88°29'08" W, 57.06 feet, for an arc length of 57.33 feet to a point;

Northwesterly, along a reverse curve to the right, said curve having a radius of 80.00 feet, a central angle of 27°57'48", a chord bearing and distance of N 87°11'40" W, 38.66 feet, for an arc length of 39.05 feet to a point;

Southwesterly, along a reverse curve to the left, said curve having a radius of 120.00 feet, a central angle of 45°59'57", a chord bearing and distance of S 83°47'16" W, 93.77 feet, for an arc length of 96.34 feet to a point;

Southwesterly, along a reverse curve to the right, said curve having a radius of 80.01 feet, a central angle of 34°21'51", a chord bearing and distance of S 77°58'13" W, 47.27 feet, for an arc length of 47.99 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radius of 169.99 feet, a central angle of $25^{\circ}35'56''$, a chord bearing and distance of $S 82^{\circ}21'11'' W$, 75.32 feet, for an arc length of 75.95 feet to a point;

$N 20^{\circ}26'47'' W$, a distance of 10.00 feet to a point;

$S 70^{\circ}00'27'' W$, a distance of 84.80 feet to a point;

$S 43^{\circ}46'33'' W$, a distance of 49.40 feet to a point on the east line of Lot 1, Block 1, Chariot Subdivision recorded in Volume 20001, Pages 316-319 of the Deed and Plat Records of Bexar County, Texas;

THENCE: $N 28^{\circ}59'12'' W$, along and with the east line of said Lot 1, a distance of 244.22 feet to the northeast corner of said Lot 1;

THENCE: $S 88^{\circ}24'46'' W$, along and with the north line of said Lot 1, a distance of 1326.55 feet to a point;

THENCE: Departing the north line of said Lot 1, over and across said 1296.619 acre tract, the following bearings and distances:

$N 08^{\circ}51'27'' E$, a distance of 489.46 feet to a point;

$S 72^{\circ}14'52'' W$, a distance of 69.64 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 755.00 feet, a central angle of $28^{\circ}24'33''$, a chord bearing and distance of $S 86^{\circ}27'09'' W$, 370.53 feet, for an arc length of 374.36 feet to a point;

$N 79^{\circ}20'35'' W$, a distance of 107.73 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 645.00 feet, a central angle of $26^{\circ}47'21''$, a chord bearing and distance of $S 87^{\circ}15'45'' W$, 298.84 feet, for an arc length of 301.58 feet to a point;

$S 73^{\circ}52'05'' W$, a distance of 60.00 feet to a point;

$S 28^{\circ}52'05'' W$, a distance of 62.17 feet to a point on a west line of said 1296.619 acre tract, the east right-of-way line of said U.S. Highway 281;

THENCE: N 13°16'45" W, with the west line of said 1296.619 acre tract, the east right-of-way line of said U.S. Highway 281, a distance of 79.53 feet to a point;

THENCE: N 16°07'55" W, continuing with the west line of said 1296.619 acre tract, the east right-of-way line of said U.S. Highway 281, a distance of 114.53 feet to the POINT OF BEGINNING and containing 426.794 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 12632-00 by Pape-Dawson Engineers, Inc.

This document was prepared under 22TAC138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: July 29, 2022
JOB NO. 12632-00
DOC. ID. N:\CIVIL\12632-00\Word\12632-00 FN_426.794 AC_PID.docx

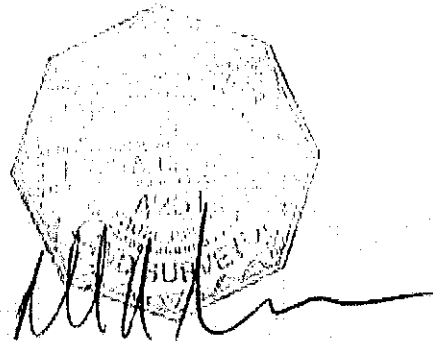


EXHIBIT C TO STRATEGIC PARTNERSHIP AGREEMENT

DEPICTION OF THE LIMITED PURPOSE PROPERTY

EXHIBIT D TO STRATEGIC PARTNERSHIP AGREEMENT

SERVICE PLAN

WRITTEN AGREEMENT REGARDING SERVICES FOR PROPERTY IN THE NAME SPECIAL IMPROVEMENT DISTRICT

In the event the City annexes the Annexation Area pursuant to the terms of Section 4.6, of the Development Agreement between the City of San Antonio (hereinafter, referred to as "City") and Lennar Homes of Texas Land and Construction, Ltd. and Marmaxx Operating Corporation (hereinafter referred to as "Owners"), the City and Owners (collective referred to hereinafter as "Parties") agreed that Article VI of the Agreement shall constitute a Written Agreement Regarding Services required under Chapter 43, section 43.0672 of the Code; shall run with the land; and shall govern all municipal services to be provided to the Annexation Area. The City shall be under no further obligation to negotiate services with any subsequent owners of any property located or developed within the Annexation Area other than the services set forth herein, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the City limits within three (3) years after the date of annexation. The Agreement Regarding Services shall survive termination of this Agreement only to the extent the City annexes the Annexation Area pursuant to this Agreement.

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

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.

1.1 **Police Protection.** The San Antonio Police Department ("SAPD") will provide protection and law enforcement services in the Annexation Area within the time frame established in section 1.1.

These services include:

- Routine patrols and responses;
- Handling of complaints and incident reports;
- Special units, such as traffic enforcement, criminal investigations, covert operations, K-9 Unit, Family Assistance Crisis Teams, Bomb Squad, and Special Weapons and Tactics Team; and
- Any other services or programs provided to the citizens of San Antonio at the time of annexation.

The Annexation Area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed twenty-four (24) hours a day, seven (7) days a week, and to maintain

an average response time. SAPD San Antonio Fear Free Environment Unit officers will be available to meet as requested to discuss police issues.

Police Substations are responsible for a Patrol "Service Area," under the command of a Captain. These Service Areas are divided into Patrol Sections. The Patrol Sections, with supervisory responsibilities assigned to Sergeants, are divided into "Patrol Districts." The "Patrol Districts" are geographically defined areas established for several reasons, including but not limited to:

- Serving as a manpower distribution tool based on call volume, population, area size, and geographic variables;
- Providing a means of establishing primary responsibility to individual officers, during their tour of duty, for various activities within a specific geographic area; and
- Providing an efficient and effective means of assigning, identifying, and locating officers, within a generalized area, using currently available technology.

The Annexation Area will be served by the substation assigned to that geographic area. There is no specific number of officers that can be assigned to a patrol district. Patrol districts are staffed with at least one officer, twenty-four (24) hours a day, seven (7) days a week. Many times, multiple officers are assigned to single districts.

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

1.2 Fire Protection and Emergency Medical Service ("EMS"). The San Antonio Fire Department ("SAFD") will provide fire protection services and EMS service. Service will be provided through the use of fire engines, ladder trucks, full-time and peak period EMS ambulances, Medical Officers, and Chief Officers. SAFD will be providing fire protection and EMS from the station assigned to that geographic area.

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

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

1.4 Operation and Maintenance of Water and Wastewater Facilities. If, at the time of annexation, the Annexation Area is not being provided with water and wastewater service, the San Antonio Water System ("SAWS") will extend water and wastewater service to the Annexation Area at the request of a resident pursuant to SAWS policies regarding

extensions of service. SAWS will provide water and wastewater service in accordance with standard SAWS policies and procedures.

1.5 Operation and Maintenance of Roads and Streets, including Street Lighting. The Public Works Department is responsible for the maintenance and repair of streets, bridges, alleys, and related infrastructure within the City's jurisdiction. Curbs, sidewalks, driveway approaches, curb ramps, and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act standards. Service requests or community concerns for the Public Works Department's response, such as pothole and base and pavement repairs are initiated through the City's 311 call center or online services. These services include:

- Emergency Pavement Repair;
- Street Base and Pavement Repair;
- Preventative Street Maintenance;
- Guard Post and Guard Rail Maintenance;
- De-icing and Snow Removal Services;
- Neighborhood Access and Mobility Program;
- Emergency Street Closure Services; and
- Street Re-striping and Marking Services

Infrastructure Management Program (IMP) is a five (5) year rolling program, which focuses on the maintenance of the City infrastructure. Service needs are identified city-wide and are scheduled for street maintenance, alley maintenance, drainage maintenance, sidewalks, traffic signals, pavement marking, and Advance Transportation District (ATD) projects. The IMP provides the City a structured program schedule, potential for additional multiple year contract awards and improved utility coordination. During the budget process for each fiscal year of the City, the IMP is presented to City Council for approval. Amendments may occur throughout the year due to coordination with utilities or unforeseen conditions, such as inclement weather. The goal of the IMP is to provide the best possible maintenance for the City.

1.6 Transportation Systems Management & Operations. If necessary, the Public Works Department will provide regulatory signage services. Traffic signal stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. "Call back" service is provided twenty-four (24) hours a day, three hundred sixty-five (365) days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City's 311 Call Center.

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

The Storm Water Utility Fee is intended to cover capital and maintenance expenses associated with drainage projects and fund operational services related to the Municipal

Separate Storm Sewer System (MS4) Permit as required by Federal regulations. More information about the storm water rate plan is available at on the Public Works website.

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

1.8 **Street Lighting.** The planning of public streetlights is coordinated by the City's Development Services Department ("DSD"). CPS Energy will maintain public street lighting in accordance with City's policies. The City assumes the cost of electricity for public streetlights.

1.9 **Operation and Maintenance of Parks, Playgrounds and Swimming Pools.** Maintenance responsibilities for municipally owned parks, playgrounds, and swimming pools are the responsibility of the City. Any proposed or existing privately-owned parks, playgrounds, swimming pools, recreational facilities, and common spaces in the Annexation Area are the responsibility of the property owner(s).

1.10 **Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service.** Should the City acquire any other facilities, buildings, or services necessary for municipal services for the Annexation Area, an appropriate City department will provide maintenance services for them.

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:

2.1 **Code Compliance.** The Code Compliance Division of DSD enforces the City codes and regulations to protect the health, safety and general welfare of the community. Current enforcement is provided to the following and is not limited to:

- Vacant dangerous premises and structures;
- Junked vehicles;
- Weeded vacant lots;
- Zoning UDC;
- Property maintenance;
- Minimum housing, including unsanitary premises;
- Front yard parking;
- Alley and right-of-way violations;
- Monthly inspections of salvage/junk yards;
- Monitoring and enforcing materials received at salvage/junk yards;
- Enforcement of garage sale permits; and
- The Code and ordinances enforced by DSD are subject to changes by the City Council.

2.2. **Building and Other Permits.** Incomplete construction must obtain building permits from DSD in accordance with the City codes. Incomplete construction implies that

final inspections have not been conducted and approved. For new commercial construction, incomplete construction indicates approved final inspections for building, mechanical, plumbing, electric, fire, traffic, drainage, sidewalks, irrigation inspections have not been obtained. Other field inspections may be applicable for new commercial construction depending on the specific use and/or location of the Project. Any required permits, including, but not limited to, building, trade, and sign permits may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, Texas. In addition, as part of the permitting process, applicant will be required to adhere to the City's Tree and Landscape requirements. A one-stop development service counter has been created to assist the public with any development questions that relate to building, planning and TCI issues.

2.3 Certificate of Occupancy. New and existing businesses must obtain a Certificate of Occupancy and related inspections required by the City code from DSD and San Antonio Metropolitan Health District. In accordance with the adopted Building Code, no person may occupy a building or a space without first obtaining a Certificate of Occupancy. Certificates of Occupancy may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, Texas.

2.4 Library Services. The nearest library services to the Annexation Area can be identified through the San Antonio Public Library website.

The San Antonio Public Library locations provide the following services:

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

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

2.5 Health Department Services. The San Antonio Metropolitan Health District ("SAMHD") currently provides certain public health services, including dental screening and treatment, communicable disease control, emergency preparedness and response, and health education to persons residing in the Annexation Area through an inter-local agreement with Bexar County-University Health Systems. Upon full purpose annexation the following additional services will become available:

- Investigation of public health related complaints including food borne illness, recreational water quality, and public swimming pools and spas, and investigation of toxic exposures;
- Permitting and routine sanitation inspections of food establishments, schools, day cares, swimming pools and mobile living parks;
- Enforcement of the City's smoking ordinance in public places;

- Investigation of reported elevated Blood Lead Levels in children;
- Access to community health clinics; and
- Medical Assistance Program benefits.

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

2.6 Animal Care Services. The Annexation Area will receive the same level of service as within the City Limits of the City. These services include, but may not be limited to, animal enforcement and control, educational and public outreach, low cost animal related resources such as microchips and spay/neuter services, and community cat program services.

2.7 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, of the Code.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

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

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

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

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

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

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

3.7 Library Services. No capital improvements are necessary at this time.

3.8 Capital Improvements Planning. The Annexation Area will be included with other territory within the municipality in connection with planning for new or expanded

facilities and/or services. All other capital improvements will be considered through the 6-Year Capital Budget that represents the City's long-range physical infrastructure development and improve plan. Major funding sources are General Obligation Bonds, Certificates of Obligation, Storm Water Revenue Bonds, and Community Development Block Grants as applicable. Capital projects are placed in inventory by the City Council representative through input from community and neighborhood associations, other public processes, and comprehensive planning processes.

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.