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

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
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Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
THE TRES LAURELS SPECIAL IMPROVEMENT DISTRICT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

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

RECITALS

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

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

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

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

WHEREAS, the District encompasses approximately three hundred eleven (311) acres, more or less, located within the extraterritorial jurisdiction of the City as depicted on **Exhibit A** and more fully described on **Exhibit B** attached to this Agreement (the "Development"); and

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

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

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

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

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

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

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

WHEREAS, the Board approved and adopted this Agreement on _____, 20___, in open session at a meeting held in accordance with all applicable laws; and

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

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

WHEREAS, the City Council approved and adopted this Agreement on _____, 20 __, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

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

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

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

**ARTICLE I.
RECITALS AND DEFINITIONS**

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

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

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

Board means the Board of Directors of the District.

City Council means the City Council of the City.

City Manager means the City Manager of the City or designee

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

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

District means the Tres Laurels Special Improvement District.

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

Effective Date means the date the City ordinance approving this Agreement is effective, which date is _____, 202-.

Full Purpose Annexation Date means the Conversion Date.

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

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

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

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

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

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

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

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

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

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

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

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

Section 2.8 Voting. Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal

elections regarding the election or recall of members of the governing body of the municipality, the election or recall of the controller, if the office of controller is an elective position of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election.

ARTICLE III. TAXATION

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

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

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

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

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

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

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

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

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

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

ARTICLE IV. FULL PURPOSE ANNEXATION

Section 4.1 The City agrees that it will not annex or attempt to annex the District property for full purposes until on or after December 31, 2050. When the land located within the District is annexed for full purpose annexation status in accordance with this Agreement and as provided by 43.0751 of the Texas Local Government Code, the conversion may be effected by City Council adoption of an ordinance incorporating the Land within full purpose city limits. Except as set out in this Agreement, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

Section 4.2 The District acknowledges that the City may annex the District property for full purposes on or after the Full Purpose Annexation Date pursuant to the terms of the Agreement without the need for further action by the governing body of the municipality, including the procedures prescribed by Subchapters C-3, C-4, and C-5 of Chapter 43 of the Texas Local Government Code.

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

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

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

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

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

ARTICLE V. TERM

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

Section 5.2 On the Effective Date, the City will record this Agreement in the Official Public Records of Bexar County, Texas, and the terms of this Agreement will constitute covenants running with the land and will become binding on each current and future owner of any real property included within the Land. If, in the future, additional property is annexed to the District, then, upon the effective date of such annexation, the terms of this Agreement will become applicable to that additional property in the same manner and to the same extent as if the additional property had originally been included within the Land.

**ARTICLE VI.
DISTRICT ASSETS, LIABILITIES, AND OBLIGATIONS**

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

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

Section 6.3 Limitation on Debt. The District may not incur any debt, liability, or other obligation that extends past December 31, 2050, or sell or otherwise transfer property, without the prior approval of the City.

**ARTICLE VII.
BREACH, NOTICE AND REMEDIES**

Section 7.1 Notification of Breach. If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice, as detailed in Section 8.2 of this Agreement, to the breaching Party that describes the breach in reasonable detail.

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

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

breaching Party shall not be entitled to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

**ARTICLE VIII.
ADDITIONAL PROVISIONS**

Section 8.2 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 8.2.

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

To the District: _____

Attn: _____

Section 8.3 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 8.4 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Bexar County, Texas and hereby

submit to the jurisdiction of the courts of Bexar County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

Section 8.5 Authority to Execute. The City represents and warrants to the District that the execution of this Agreement has been duly authorized by the City Council and that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council. The District represents and warrants to the City that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

Section 8.6 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

Section 8.7 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

Section 8.8 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

Section 8.9 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

Section 8.10 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

Section 8.11 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 8.12 No Third Party Beneficiaries. This Agreement is solely for the benefit of the City and the District, and neither the City nor the District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the City and the District.

Section 8.13 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 9.13. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other party to pursue the remedies available under this Agreement. Nothing in this Section 9.13 shall waive any claims, defenses, or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement.

Section 8.14 Incorporation of Exhibits by References. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

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

Section 8.15 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

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

ATTEST:

[Signature]
City Clerk

CITY OF SAN ANTONIO

By: [Signature]
Printed Name: Roderick Sanchez

Title: Assistant City Manager

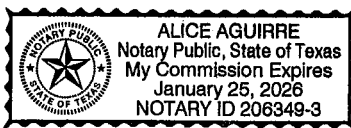
APPROVED AS TO FORM AND LEGALITY:

[Signature]
City Attorney

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on MAR 28, 2022 by Roderick, the Asst City Atty of the City of SAN ANTONIO Texas on behalf of the city. SANchez

[Signature]
Notary Public, State of Texas



APPROVED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE TRES
LAURELS SPECIAL IMPROVEMENT DISTRICT ON January 10, 2022

TRES LAURELS SPECIAL
IMPROVEMENT DISTRICT

By: Allen Hoover
Printed Name: Allen Hoover
Title: President, Tres Laurels Special
Improvement District Board of
Directors

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on January 10, 2022, by
Allen Hoover, the President, Board of Directors of the Tres Laurels Special Improvement District
on behalf of the District.

Elsie A Coronado
Notary Public, State of Texas

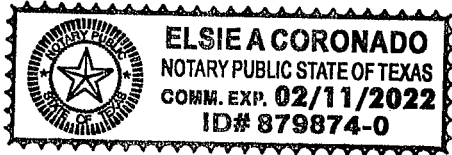
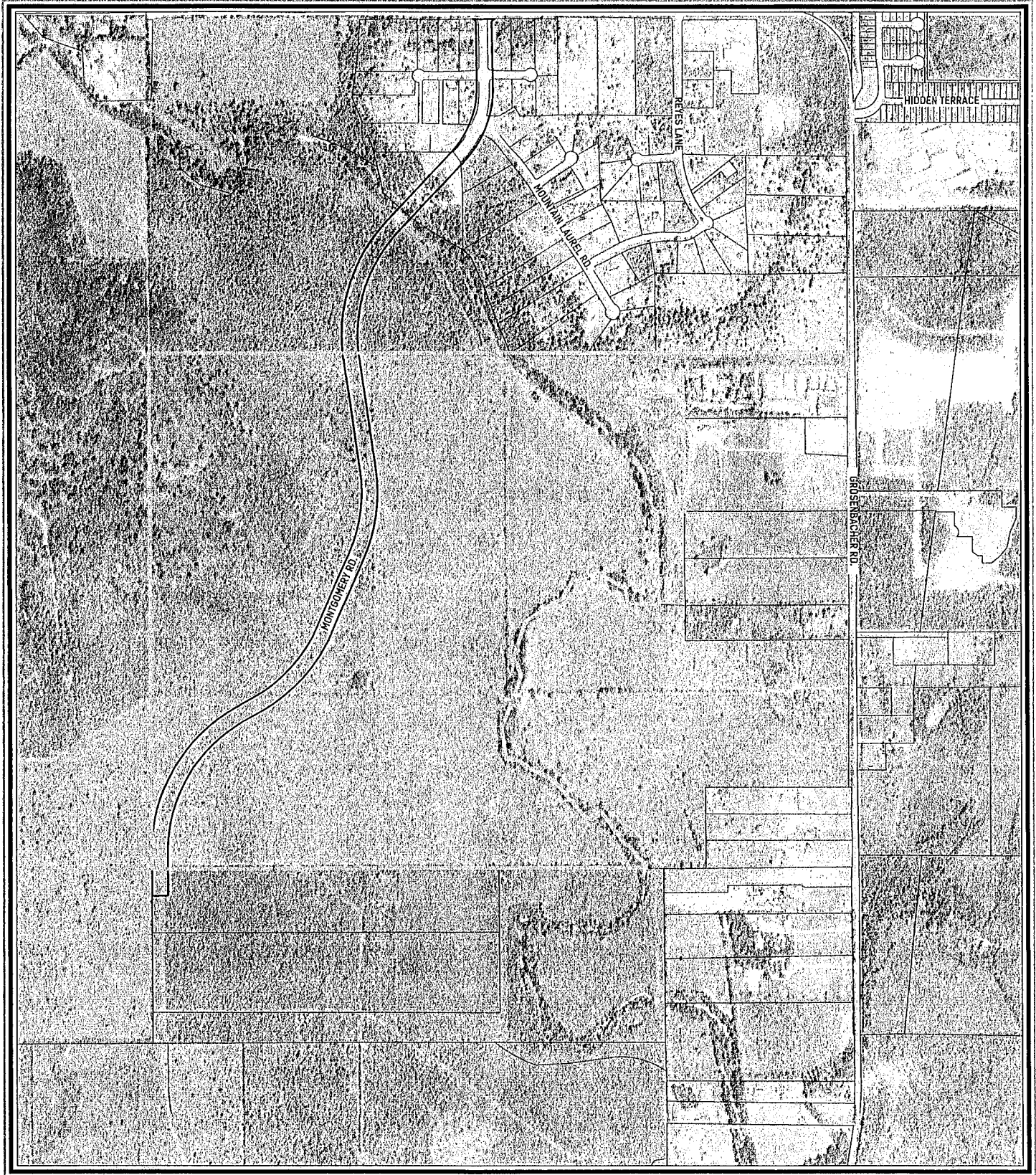
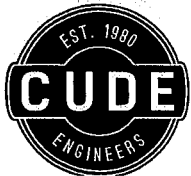


Exhibit A to Strategic Partnership Agreement

Depiction of the Development



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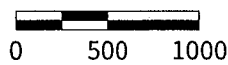


TRES LAURELS / PID VICINITY MAP

San Antonio ETJ, TX

15 August 2019

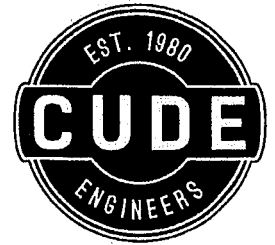
SCALE: 1"=1000'



CUDE ENGINEERS
 4122 Pond Hill Road, Suite 101
 San Antonio, Texas 78231
 P:(210) 681.2951 F:(210) 523.7112

Exhibit B to Strategic Partnership Agreement

Legal Description of the Development



**LEGAL DESCRIPTION
311.235 ACRES OF LAND**

311.235 acres of land located in the Robert Lewis Survey No. 63, Abstract No. 422, County Block 4341, Bexar County, Texas, being all of that certain 1.79 acres of land conveyed to Equitable Land Holdings, LLC, as described in Volume 15083, Page 1229, Official Public Records of Bexar County, Texas; all of that certain 50.54 acres of land conveyed to Hooda Enterprises, Inc., as described in Volume 13388, Page 2485, Official Public Records of Bexar County, Texas; all of that certain 53.26 acres of land conveyed to Equitable Land Holdings, LLC, as described in Volume 15598, Page 2196, Official Public Records of Bexar County, Texas; all of that certain 52.31 acres of land conveyed to Equitable Land Holdings, LTD., as described in Volume 15207, Page 2275, Official Public Records of Bexar County, Texas; all of those certain 48.73 acres of land, 30.81 acres of land and 52.35 acres of land conveyed to Equitable Land Holdings, LLC, as described in Volume 14701, Page 2232, Official Public Records of Bexar County, Texas; and a portion of that certain 109.964 acres of land conveyed to SA Given To Fly, LLC, as described in Volume 18946, Page 2188, Official Public Records of Bexar County, Texas; said 311.235 acres of land being more particularly described as follows:

BEGINNING, at a found ½ inch iron rod located in the westerly right of way line of Grosenbacher Road, and marking the northeasterly corner of the said 1.79 acre tract of land;

THENCE, South 00deg 20' 30" East, along the westerly right of way line of Grosenbacher Road, a distance of 29.99 feet, to a found 5/8 inch iron rod marking the northeasterly corner of the said 109.964 acres;

THENCE, South 00deg 20' 04" East, continuing along the westerly right of way line of Grosenbacher Road, a distance of 104.19 feet, to a found ½ inch iron rod with "CUDE" cap marking the most northerly southeast corner of the said 109.964 acres;

THENCE: leaving the westerly right of way line of Grosenbacher Road and along the boundary lines of the said 109.964 acres, the following courses:

South 89deg 51' 11" West, a distance of 1,228.31 feet, to a found 5/8 inch iron rod;

South 00deg 14' 16" East, a distance of 354.27 feet, to a found 5/8 inch iron rod;

South 00deg 18' 45" East, a distance of 354.55 feet, to a found ½ inch iron rod;

South 00deg 20' 12" East, a distance of 354.96 feet, to a found 5/8 inch iron rod located in the northerly line of that certain 23.124 acres of land, as described in Document Number 20180171358, Official Public Records of Bexar County, Texas;

THENCE, South 89deg 50' 00" West, along the northerly line of the said 23.124 acres, a distance of 245.49 feet, to a found ½ inch iron rod with "CUDE" cap located in the westerly line of the said 109.964 acres;

marking a northerly corner of that certain 84.853 acres of land conveyed to Continental Homes of Texas, LP, as described in Document Number 20180171354, Official Public Records of Bexar County, Texas;

THENCE, along the westerly lines of the said 109.964 acres, the following courses:

South 16deg 47' 22" East, a distance of 54.31 feet, to a found ½ inch iron rod;
 South 02deg 22' 06" East, a distance of 648.13 feet, to a found ½ inch iron rod with "CUDE" cap marking an interior corner of the northerly line of that certain 84.853 acres of land conveyed to Continental Homes of Texas, LP, as described in Document Number 20180171354, Official Public Records of Bexar County, Texas;

THENCE, along the northerly and westerly lines of the said 84.853 acres, the following courses:

North 87deg 44' 04" West, a distance of 244.53 feet, to a found ½ inch iron rod with "CUDE" cap;
 North 05deg 23' 40" West, a distance of 106.00 feet, to a found ½ inch iron rod with "CUDE" cap;
 North 59deg 06' 09" West, a distance of 234.61 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 38deg 18' 40" West, a distance of 86.84 feet, to a found ½ inch iron rod with "CUDE" cap;
 North 82deg 37' 53" West, a distance of 150.43 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 28deg 09' 58" West, a distance of 158.14 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 58deg 15' 08" West, a distance of 342.47 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 18deg 00' 49" West, a distance of 313.56 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 55deg 52' 28" East, a distance of 41.05 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 18deg 43' 58" East, a distance of 95.16 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 19deg 36' 41" West, a distance of 421.89 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 07deg 23' 06" East, a distance of 229.52 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 79deg 28' 54" East, a distance of 96.44 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 52deg 28' 29" East, a distance of 88.69 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 64deg 14' 43" East, a distance of 174.85 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 51deg 55' 53" East, a distance of 77.62 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 40deg 12' 32" East, a distance of 325.54 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 78deg 58' 38" East, a distance of 65.24 feet, to a found ½ inch iron rod with "CUDE" cap;
 North 51deg 49' 02" East, a distance of 81.12 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 35deg 56' 32" East, a distance of 280.97 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 55deg 17' 00" East, a distance of 68.61 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 33deg 32' 00" East, a distance of 74.52 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 51deg 19' 07" East, a distance of 95.46 feet, to a found ½ inch iron rod with "CUDE" cap;
 South 01deg 00' 40" West, a distance of 28.91 feet, to a found ½ inch iron rod with "CUDE" cap marking the most southwesterly corner of the said 84.853 acres, same being the southeasterly corner of the aforesaid 48.73 acre tract;

THENCE, along the southerly lines of the said 48.73 acres and the said 50.54 acres, the following courses:

North 89deg 21' 39" West, a distance of 118.28 feet, to a point;
 South 89deg 52' 09" West, a distance of 937.69 feet, to a point;
 South 89deg 47' 54" West, a distance of 1208.50 feet, to a point;

South 89deg 47' 55" West, a distance of 1470.05 feet, to a point marking the most southwesterly corner of the said 50.54 acres;

THENCE, North 00deg 17' 00" West, along the westerly lines of the said 50.54 acres, the said 30.81 acres and the said 52.35 acres, a distance of 3888.92 feet, to a point marking the northwesterly corner of the said 52.35 acres;

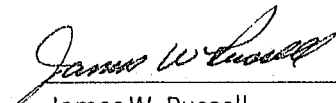
THENCE, along the northerly lines of the said 52.35 acres, the said 53.26 acres and the said 1.79 acres, the following courses:

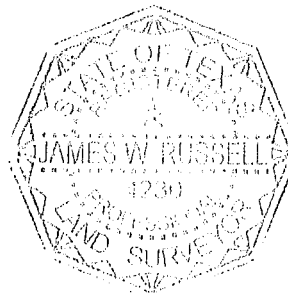
North 89deg 52' 19" East, a distance of 1675.15 feet, to a point;
North 89deg 48' 53" East, a distance of 143.29 feet, to a point;
North 89deg 48' 49" East, a distance of 891.78 feet, to a found ½ inch iron rod with "ACES" cap;
North 89deg 48' 39" East, a distance of 1133.78 feet, to a found ½ inch iron rod;
North 89deg 48' 49" East, a distance of 1445.63 feet, to the **POINT OF BEGINNING** and containing 311.235 acres of land, more or less.

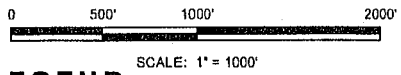
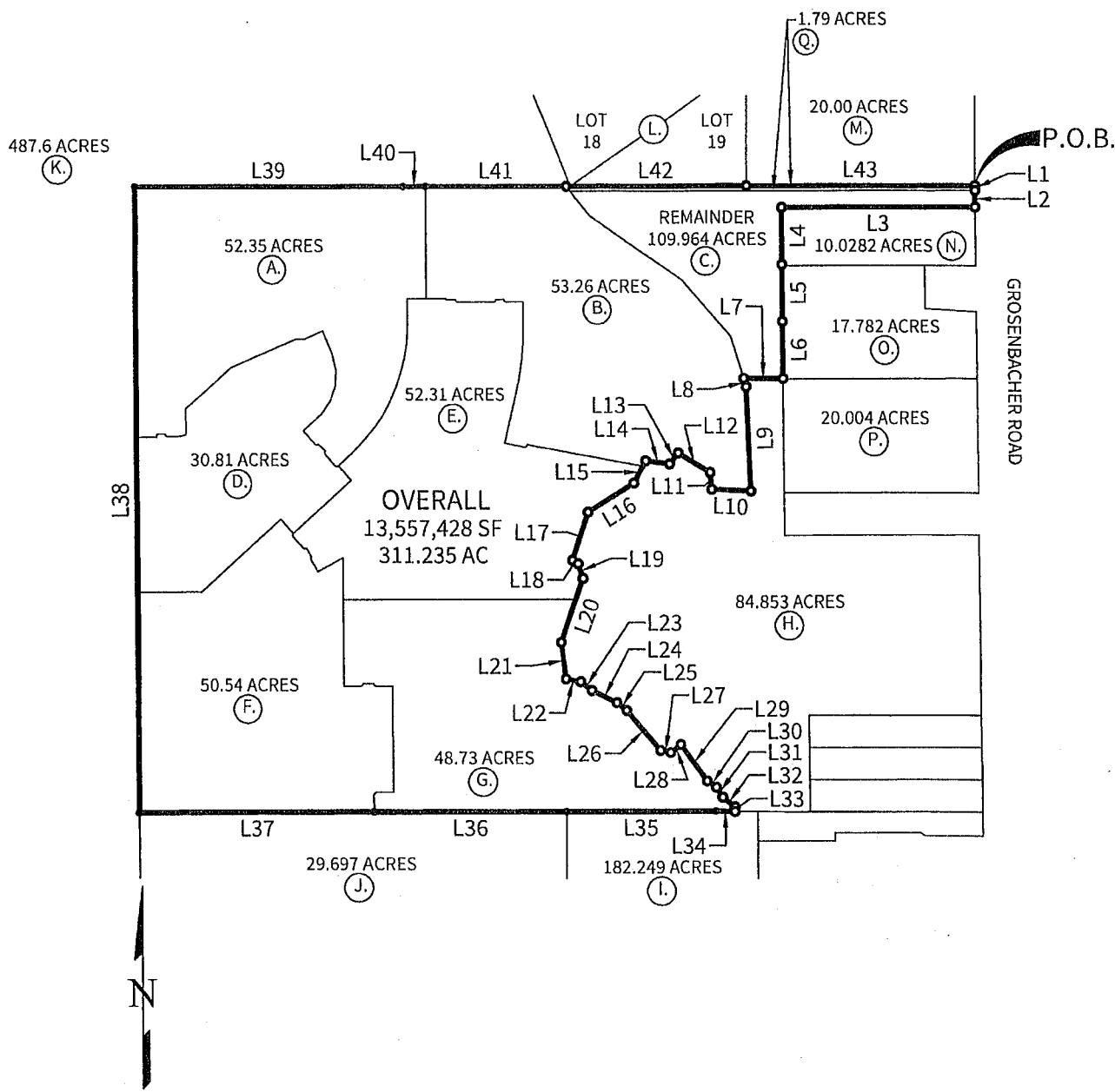
Note: Basis of Bearings is the Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

This description was compiled from record information and prepared only for the purpose of describing a proposed Tres Laurels Public Improvement District (PID). No boundary survey was performed.

The purpose of this description is not to conveyed real property.

 8/15/19
James W. Russell
Registered Professional Land Surveyor No. 4230
Cude Engineers
4122 Pond Hill Road, Suite 101
San Antonio, Texas 78231
TBPLS Firm No. 10048500
TBPE Firm No. 455
Project No. 03050.001.0





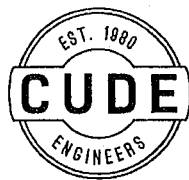
LEGEND

- D.P.R.B.C.T. = DEED AND PLAT RECORDS BEXAR COUNTY, TEXAS
- O.P.R.B.C.T. = OFFICIAL PUBLIC RECORDS BEXAR COUNTY, TEXAS
- P.O.B. = POINT OF BEGINNING
- = FOUND MONUMENT SEE LEGAL DESCRIPTION FOR TYPE OF MONUMENT

NOTES:

1. BASIS OF BEARINGS: Texas State Plane Coordinate System, South Central Zone (4204), NAD 83 (93).

EXHIBIT OF



CUDE ENGINEERS
 4122 POND HILL RD. • SUITE 101
 SAN ANTONIO, TEXAS 78231
 TEL 210.681.2951 • FAX 210.523.7112
 WWW.CUDEENGINEERS.COM
 TBPE FIRM #455
 TBPLS FIRM #10048500

311.235 ACRES OF LAND LOCATED IN THE ROBERT LEWIS SURVEY NO. 63, ABSTRACT NO. 422, COUNTY BLOCK 4341, BEXAR COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 1.79 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LLC, AS DESCRIBED IN VOLUME 15083, PAGE 1229, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THAT CERTAIN 50.54 ACRES OF LAND CONVEYED TO HOODA ENTERPRISES, INC., AS DESCRIBED IN VOLUME 13388, PAGE 2485, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THAT CERTAIN 53.26 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LLC, AS DESCRIBED IN VOLUME 15598, PAGE 2196, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THAT CERTAIN 52.31 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LTD., AS DESCRIBED IN VOLUME 15207, PAGE 2275, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THOSE CERTAIN 48.73 ACRES OF LAND, 30.81 ACRES OF LAND AND 52.35 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LLC, AS DESCRIBED IN VOLUME 14701, PAGE 2232, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; AND A PORTION OF THAT CERTAIN 109.964 ACRES OF LAND CONVEYED TO SA GIVEN TO FLY, LLC, AS DESCRIBED IN VOLUME 18946, PAGE 2188, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

DATE: AUGUST 15, 2019 JOB NO.: 03050.001

P:\03050\001\0-Survey\Drawings\SV 03050.001 Base.dwg 2019/08/15 11:28am bblack

REPRODUCTION OF THE ORIGINAL SIGNED AND SEALED PLAN AND/OR ELECTRONIC MEDIA MAY HAVE BEEN INADVERTENTLY ALTERED. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE SCALE OF THE DOCUMENT AND CONTACTING CUDE ENGINEERS TO VERIFY DISCREPANCIES PRIOR TO CONSTRUCTION.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	S00°20'30"E	29.99'
L2	S00°20'04"E	104.19'
L3	S89°51'11"W	1228.31'
L4	S00°14'16"E	354.27'
L5	S00°18'45"E	354.55'
L6	S00°20'12"E	354.96'
L7	S89°50'00"W	245.49'
L8	S16°47'22"E	54.31'
L9	S02°22'06"E	648.13'
L10	N87°44'04"W	244.53'
L11	N05°23'40"W	106.00'
L12	N59°06'09"W	234.61'
L13	S38°18'40"W	86.84'
L14	N82°37'53"W	150.43'
L15	S28°09'58"W	158.14'
L16	S58°15'08"W	342.47'
L17	S18°00'49"W	313.56'
L18	S55°52'28"E	41.05'
L19	S18°43'58"E	95.16'
L20	S19°36'41"W	421.89'
L21	S07°23'06"E	229.52'
L22	S79°28'54"E	96.44'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L23	S52°28'29"E	88.69'
L24	S64°14'43"E	174.85'
L25	S51°55'53"E	77.62'
L26	S40°12'32"E	325.54'
L27	S78°58'38"E	65.24'
L28	N51°49'02"E	81.12'
L29	S35°56'32"E	280.97'
L30	S55°17'00"E	68.61'
L31	S33°32'00"E	74.52'
L32	S51°19'07"E	95.46'
L33	S01°00'40"W	28.91'
L34	N89°21'39"W	118.28'
L35	S89°52'09"W	937.69'
L36	S89°47'54"W	1208.50'
L37	S89°47'55"W	1470.05'
L38	N00°17'00"W	3888.92'
L39	N89°52'19"E	1675.15'
L40	N89°48'53"E	143.29'
L41	N89°48'49"E	891.78'
L42	N89°48'39"E	1133.78'
L43	N89°48'49"E	1445.63'

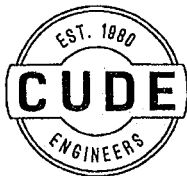
OWNERSHIP TABLE:

- A.) 52.35 ACRES - EQUITABLE LAND HOLDINGS, LLC - VOL. 14701, PG. 2232 - O.P.R.B.C.T.
- B.) 53.26 ACRES - EQUITABLE LAND HOLDINGS, LLC - VOL. 15598, PG. 2196 - O.P.R.B.C.T.
- C.) REMAINDER OF 109.964 ACRES - SA GIVEN TO FLY, LLC - VOL. 18946, PG. 2188 - O.P.R.B.C.T.
- D.) 30.81 ACRES - EQUITABLE LAND HOLDINGS, LLC - VOL. 14701, PG. 2232 - O.P.R.B.C.T.
- E.) 52.31 ACRES - EQUITABLE LAND HOLDINGS, LTD. - VOL. 15207, PG. 2275 - O.P.R.B.C.T.
- F.) 50.54 ACRES - HOODA ENTERPRISES, INC. - VOL. 13388, PG. 2485 - O.P.R.B.C.T.
- G.) 48.73 ACRES - EQUITABLE LAND HOLDINGS, LLC - VOL. 14701, PG. 2232 - O.P.R.B.C.T.
- H.) 84.853 ACRES - CONTINENTAL HOMES OF TEXAS, L.P. - DOC# 20180171354 - O.P.R.B.C.T.
- I.) 182.249 ACRES - AIR FORCE VILLAGE II, INC. - VOL. 7682, PG. 278 - O.P.R.B.C.T.
- J.) 29.697 ACRES - AIR FORCE VILLAGE II, INC. - VOL. 7682, PG. 273 - O.P.R.B.C.T.
- K.) 487.6 ACRES - CONVERGENCE BRASS, LLC - VOL. 17108, PG. 300 - O.P.R.B.C.T.
- L.) MOUNTAIN LAUREL RANCH SUBDIVISION - VOL. 9556, PGS. 134 - D.P.R.B.C.T.
- M.) 20.00 ACRES - JAIME RAMIREZ, JR. ET AL - VOL. 16554, PG. 776 - O.P.R.B.C.T.
- N.) 10.0282 ACRES - CAROL S. HESTER - VOL. 15860, PG. 101 - O.P.R.B.C.T.
- O.) 17.782 ACRES - THE PONDEROSA, L.P. - VOL. 16977, PG. 1408 - O.P.R.B.C.T.
- P.) 20.004 ACRES - SA GIVEN TO FLY, LLC - VOL. 19032, PG. 2173 - O.P.R.B.C.T.
- Q.) 1.79 ACRES - EQUITABLE LAND HOLDINGS, LLC - VOL. 15083, PG. 1229 - O.P.R.B.C.T.

LEGEND

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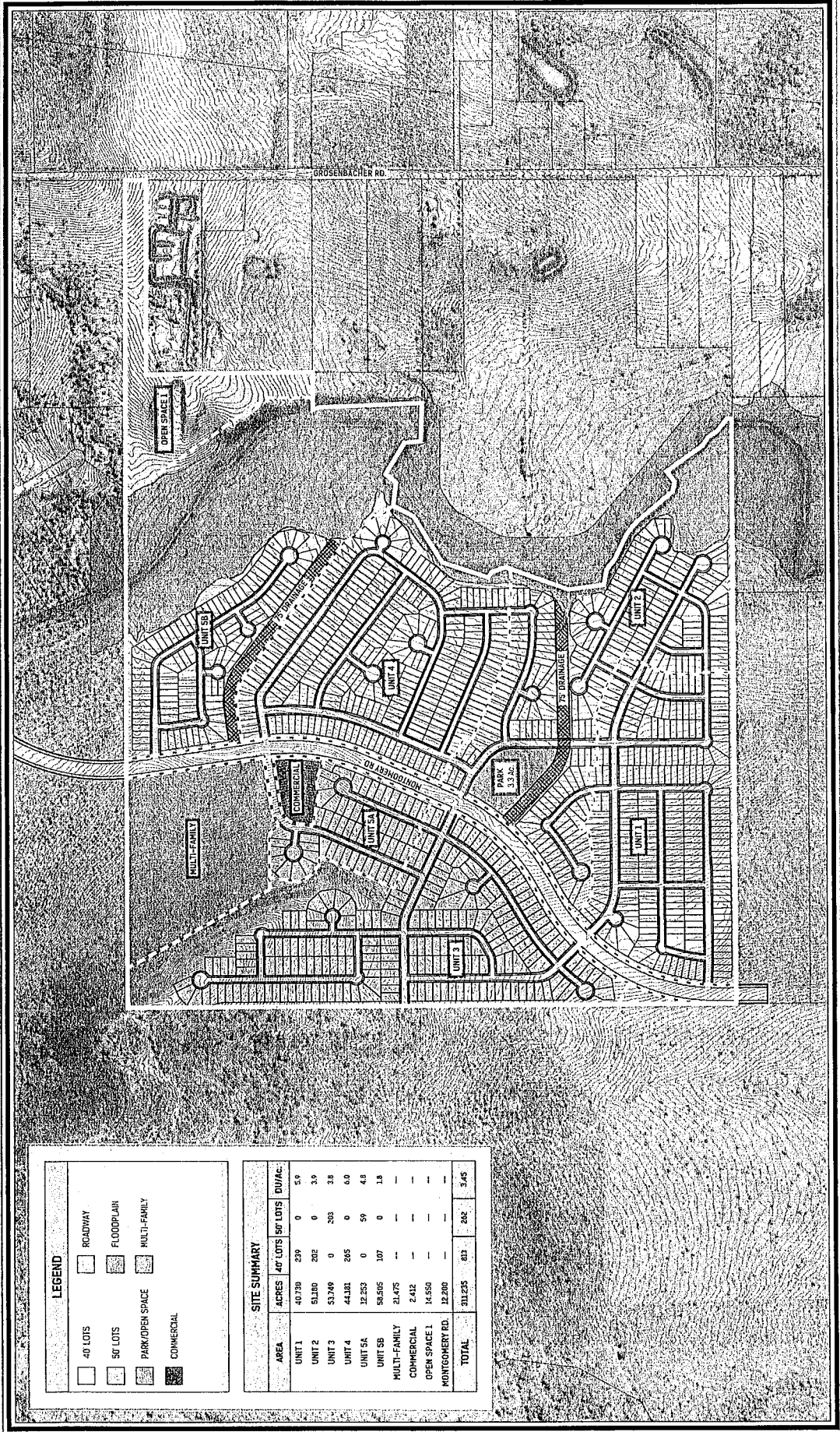
311.235 ACRES OF LAND LOCATED IN THE ROBERT LEWIS SURVEY NO. 63, ABSTRACT NO. 422, COUNTY BLOCK 4341, BEXAR COUNTY, TEXAS, BEING ALL OF THAT CERTAIN 1.79 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LLC, AS DESCRIBED IN VOLUME 15083, PAGE 1229, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THAT CERTAIN 50.54 ACRES OF LAND CONVEYED TO HOODA ENTERPRISES, INC., AS DESCRIBED IN VOLUME 13388, PAGE 2485, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THAT CERTAIN 53.26 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LLC, AS DESCRIBED IN VOLUME 15598, PAGE 2196, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THAT CERTAIN 52.31 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LTD., AS DESCRIBED IN VOLUME 15207, PAGE 2275, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; ALL OF THOSE CERTAIN 48.73 ACRES OF LAND, 30.81 ACRES OF LAND AND 52.35 ACRES OF LAND CONVEYED TO EQUITABLE LAND HOLDINGS, LLC, AS DESCRIBED IN VOLUME 14701, PAGE 2232, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS; AND A PORTION OF THAT CERTAIN 109.964 ACRES OF LAND CONVEYED TO SA GIVEN TO FLY, LLC, AS DESCRIBED IN VOLUME 18946, PAGE 2188, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

DATE: AUGUST 15, 2019

JOB NO.: 03050.001

Exhibit C to Strategic Partnership Agreement

Depiction of the Limited Purpose Property



LEGEND

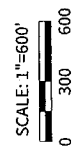
[Symbol]	40 LOTS	[Symbol]	ROADWAY
[Symbol]	50 LOTS	[Symbol]	FLOODPLAIN
[Symbol]	PARK/OPEN SPACE	[Symbol]	MULTI-FAMILY
[Symbol]	COMMERCIAL		

SITE SUMMARY

AREA	ACRES	40 LOTS	50 LOTS	DU/AC.
UNIT 1	40.738	239	0	5.9
UNIT 2	63.000	202	0	3.9
UNIT 3	53.749	0	203	3.8
UNIT 4	44.181	265	0	6.0
UNIT 5A	12.533	0	59	4.8
UNIT 5B	58.266	107	0	1.8
MULTI-FAMILY	21.475	—	—	—
COMMERCIAL	2.412	—	—	—
OPEN SPACE 1	14.560	—	—	—
MONTGOMERY RD.	12.200	—	—	—
TOTAL	311.235	813	202	3.45



CUDE ENGINEERS
 4122 Pond Hill Road, Suite 101
 San Antonio, Texas 78231
 P: (210) 681.2951 F: (210) 523.7112



TRES LAURELS / PRELIMINARY MASTER PLAN

23 September 2020

San Antonio ETJ, TX

FILED: 09/23/20 10:12 AM ENGINEER'S EXEMPTION NO. 2020 - TRES LAURELS ETJ, TX - MONTGOMERY RD. & GROSENBACHER RD. APPROVED

Exhibit D to Strategic Partnership Agreement

Service Plan

Exhibit D to Strategic Partnership Agreement Service Plan – Page 1