

TRANSCRIPT OF PROCEEDINGS
RELATING TO

MEDINA COUNTY, TEXAS

Medina County Fresh Water Supply District No. 2

and

Medina County, Texas Fresh Water Supply District No. 3

(Medina County, Texas and Redbird Legacy Ranch, LLP)

**MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 AND
MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 3**

Medina County, Texas and Redbird Legacy Ranch, LLP

TAB
NO.

DOCUMENT

Fresh Water Supply Districts

1. Petitions Seeking Creation of Fresh Water Supply Districts
 2. Certified Resolution of Commissioners Court Accepting Petitions and Authorizing Posting and Publication of Notice of Public Hearing
 3. Affidavits of Posting and Publication of Notice of Public Hearing
 4. Certified Orders of Commissioners Court Establishing Fresh Water Supply Districts
-

Development Agreement

5. Certified Order of Commissioners Court Establishing 381 Economic Development Program and Authorizing Execution of Development Agreement
6. Development Agreement (Executed and Recorded, with Exhibits)

PETITION FOR CREATION, ORGANIZATION AND ESTABLISHMENT OF
MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 SOUTH

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF MEDINA
COUNTY, TEXAS:

The undersigned, the owners of the land hereinafter described (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 53, Texas Water Code, as amended, and in keeping with the provisions of Article XVI, Section 59, of the Texas Constitution, respectfully petition for the creation, organization and establishment of a fresh water supply district and would show the following:

I.

The name of the proposed fresh water supply district is MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 2 SOUTH (the "South District").

II.

The South District's boundaries will contain an area of 264.67 acres of land, more or less, situated wholly within Medina County, Texas, described by metes and bounds in **Exhibit A** attached hereto and incorporated herein for all purposes (the "South Land"). All of the South Land is within Medina County and may properly be included in the South District.

III.

The Petitioners own a majority in value of land in the proposed South District as indicated by the tax rolls of the Medina County Appraisal District. The Petitioners represent that Bank of America, N.A. is the only lien holder on the South Land.

IV.

The South District shall be organized under Article XVI, Section 59, of the Texas Constitution for any purpose authorized by Chapter 53 and Chapter 49, Texas Water Code as amended and any other applicable law.

V.

The general nature of the work proposed to be done by the South District is the building, acquisition, construction, completion, carrying out, maintaining, protection, and in case of necessity, the addition to and rebuilding of all works and improvements necessary or proper to conserve, transport and distribute fresh water from any source; a sanitary sewer system and storm sewer system, to the extent permitted by law; and if approved by voters in the South District, the assumption of the rights, authority, privileges, and functions of a road district under Article III, Section 52, Texas Constitution.

VI.

There is a necessity for the improvements above described. The territory to be included in said proposed South District is currently located within the extraterritorial jurisdiction of the City of San Antonio Texas, and wholly within Medina County, Texas, and will be developed for primarily residential purposes. There is not available within the area proposed to be included in the South District an adequate waterworks system, sanitary sewer system, or road system, and the health and welfare of the present and future inhabitants of the South District and of the areas adjacent thereto require the purchase, construction, acquisition, maintenance and operation of an adequate waterworks system, sanitary sewer system, storm sewer system, and road system.

VII.

The proposed improvements are feasible and practicable. There is an ample supply of water available, and the terrain of the territory to be included in the proposed South District is such that a waterworks system, sanitary sewer system, storm sewer system, and road system can be constructed at a reasonable cost.

VIII.

The sum of One hundred dollars (\$100.00) has been deposited with the County clerk of Medina County to cover expenses incident to the hearing on this petition.

WHEREFORE, Petitioners pray (1) this petition be properly filed as provided by law; (2) that upon filing of this petition, the Honorable Commissioners Court of Medina County, Texas, if it be in session, and if not, then the Honorable County Judge of Medina County, Texas, order that a hearing be set on this petition before said Commissioners Court or County Judge during the period beginning with the fifteenth (15th) day and ending with the thirtieth (30th) day after the date of such order; (3) that the County Clerk

be ordered to issue notice informing all persons concerned of the time and place of such hearing and of their right to appear at the hearing and contend for or contest the creation of the South District; (4) that such notice be given and posted as required by law by posting notice of such hearing at the courthouse door and at four different places inside the proposed South District for at least ten days before the date of the hearing; (5) that said hearing be held and conducted as required by law and, if upon such hearing it be found that this petition sets forth and conforms to the requirements of law and is signed by the owners of a majority of the acreage in the proposed South District, that notice of the hearing was given, that the proposed improvements are desirable, feasible, and practicable and conducive to public health, and that the South District should be created, that the Commissioners Court so find and render its judgment reciting such findings and creating and establishing the District; (7) that the Commissioners Court appoint Michael Kent, Aaron Parenica, Mike Wooten, Mellick Sykes, and John Moake to serve as supervisors of the South District in the manner provide by law; and (8) for such other proceedings and orders are proper and necessary and appropriate to the creation and organization of said South District and to the execution of the purposes for which said South District shall be created and organized.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this 21st day of November, 2019.

PETITIONERS:

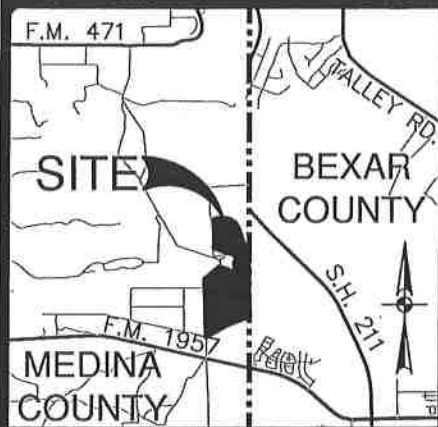
**RED BIRD LEGACY RANCH, LP, a Texas
limited partnership**

By: Red Bird Legacy Ranch GP, LLC,
a Texas limited liability company,
its General Partner

By: 

Name: Steven L. Cummins

Title: Secretary



LOCATION MAP

NOT-TO-SCALE

EXHIBIT OF SPECIAL DISTRICT SOUTH-MEDINA COUNTY

A 264.672 acre, or 11,529,107 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, duly recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, out of the Juana Delgado Survey No. 37 1/2, Abstract 1283, County Block 4874, and out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, Medina County, Texas.



G.E. Buchanan
09/12/2019

LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

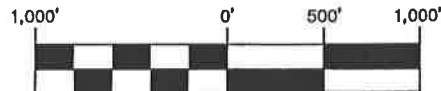
D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

FD.
I.R.
PD

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FOUND
IRON ROD
PAPE-DAWSON CAP



SCALE: 1" = 1,000'



LEWIS BRAUN
SURVEY NO. 34 1/2
ABST. 1277
C.B. 4380

5.000 ACRE TRACT
IGNACIA R. MEDINA
(DOC. #2015006021
P.R.M.C.)
FD. I.R.(PD)

FD. I.R.(PD)

FD. 1/2" I.R.

JUANA DELGADO
SURVEY NO. 37 1/2
ABST. 1283
C.B. 4874

**264.672
ACRES**

(11,529,107 SQ. FT. MORE
OR LESS)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

988.6 ACRE TRACT
RED BIRD LEGACY
RANCH, LP
(VOL. 12877, PG.
2287 O.P.R.B.C.)
(VOL. 671, PG. 913
O.R.M.C.)

WURZBACH ROAD (40' R.O.W.)

N01°31'22"W 3354.69'

FD. 1/2" I.R.

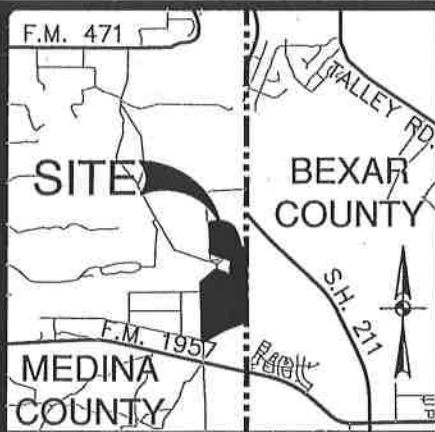
**PAPE-DAWSON
ENGINEERS**

P.O.B.

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10028800

SEPTEMBER

SHEET 1 OF 2
JOB No.: 6909-13



LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FD.
I.R.
PD

FOUND
IRON ROD
PAPE-DAWSON CAP

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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."

(A)
REDBIRD RANCH
UNIT 5B
(VOL. 10, PGS. 196-197 D.P.R.M.C.)

(B)
REDBIRD RANCH
UNIT 11D-1
(VOL. 20001, PG. 130 P.R.B.C.)

(C)
REDBIRD RANCH
UNIT 11C1
(VOL. 9712, PG. 1 D.P.R.B.C.)

(D)
REDBIRD RANCH
UNIT 5A
(VOL. 10, PG. 195 D.P.R.M.C.)

(E)
20.00 ACRE TRACT
REDBIRD COMMUNITY CHURCH
(VOL.688, PG. 772 O.R.M.C.)

SYMBOL LEGEND



FOUND

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	3043.00'	5°41'29"	N00°01'42"W	302.15'	302.27'
C2	15.00'	88°54'27"	N41°38'22"W	21.01'	23.28'
C3	15.00'	88°54'27"	N49°26'50"E	21.01'	23.28'
C4	3043.00'	7°35'41"	N08°47'17"E	403.07'	403.37'
C5	5060.00'	17°57'57"	N00°08'17"E	1,580.14'	1586.63'
C6	965.00'	81°18'55"	S58°11'14"E	1,257.47'	1369.55'
C7	1285.00'	30°21'41"	S32°42'44"E	672.99'	680.93'

LINE TABLE

LINE	BEARING	LENGTH
L1	N49°20'13"E	1068.36'
L2	S71°32'05"E	976.86'
L3	N02°52'27"W	148.47'
L4	N86°05'46"W	18.84'
L5	N03°54'14"E	86.00'
L6	S86°05'46"E	18.84'
L7	N71°31'56"W	940.17'
L8	N68°03'53"W	435.70'
L9	N08°50'42"W	72.24'
L10	N81°09'18"E	371.51'
L11	S17°31'47"E	614.92'
L12	S68°47'52"W	1282.14'
L13	S60°52'46"W	1389.68'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10026800

SEPTEMBER 2019

SHEET 2 OF 2
JOB No.: 6909-13

REFERENCE



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT SOUTH-MEDINA COUNTY

A 264.672 acre, or 11,529,107 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, duly recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, out of the Juana Delgado Survey No. 37 1/2, Abstract 1283, County Block 4874, and out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, Medina and Bexar County, Texas. Said 264.672 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:

BEGINNING: At a found ½" iron rod on the east right-of-way line of Wurzbach Road, a 40-foot right-of-way, the northwest corner of Redbird Ranch Unit 5B recorded in Volume 10, Pages 196-197 of the Deed and Plat Records of Medina County, Texas, same being the southwest corner of said 988.6 acre tract;

THENCE: Along and with the east right-of-way line of said Wurzbach Road, the following bearings and distances:

N 01°31'22" W, a distance of 3354.69 feet to a point;

N 49°20'13" E, a distance of 1068.36 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson, the southwest corner of a 20.00 acre tract conveyed to Redbird Community Church by Gift Deed recorded in Volume 688, Page 722, of the Official Records of Medina County, Texas;

THENCE: Along and with the common lines of said 269.550 acre tract and said Redbird 20.00 acre tract, the following bearings and distances:

S 71°32'05" E, a distance of 976.86 feet to a found ½" iron rod;

N 02°52'27" W, a distance of 148.47 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northeasterly, along a tangent curve to the right, said curve having a radius of 3043.00 feet, a central angle of 05°41'29", a chord bearing and distance of N 00°01'42" W, 302.15 feet, for an arc length of 302.27 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'27", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for an arc length of 23.28 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

N 86°05'46" W, a distance of 18.84 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

N 03°54'14" E, a distance of 86.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

S 86°05'46" E, a distance of 18.84 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'27", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for an arc length of 23.28 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 3043.00 feet, a central angle of 07°35'41", a chord bearing and distance of N 08°47'17" E, 403.07 feet, for an arc length of 403.37 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

THENCE: N 71°31'56" W, a distance of 940.17 feet to a point, the northeast corner of a 5.000 acre tract conveyed to Ignacia R. Medina by Special Warranty Deed recorded in Document Number 2015006021, Public Records of Medina County, Texas, same being the northwest corner of said Redbird 20.00 acre tract;

THENCE: N 68°03'53" W, along and with said Medina 5.000 acre tract, a distance of 435.70 feet to a point;

THENCE: Departing the north line of said Medina 5.000 acre tract and crossing said 988.6 acre tract the following bearings and distances:

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 5060.00 feet, a central angle of 17°57'57", a chord bearing and distance of N 00°08'17" E, 1580.14 feet, for an arc length of 1586.63 feet to a point;

N 08°50'42" W, a distance of 72.24 feet to a point;

N 81°09'18" E, a distance of 371.51 feet to a point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 965.00 feet, a central angle of 81°18'55", a chord bearing and distance of S 58°11'14" E, 1257.47 feet, for an arc length of 1369.55 feet to a point;

S 17°31'47" E, a distance of 614.92 feet to a point;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 1285.00 feet, a central angle of 30°21'41", a chord bearing and distance of S 32°42'44" E, 672.99 feet, for an arc length of 680.93 feet to a point on the common line between Bexar County and Medina County;

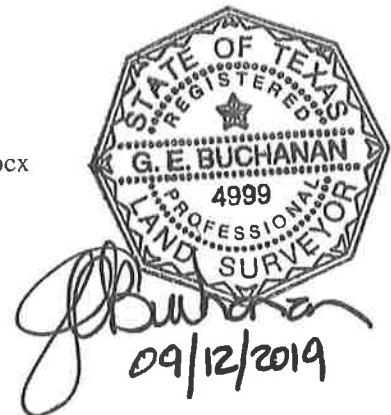
THENCE: S 00°16'06" E, continuing over and across said 988.6 acre tract and along said county line, a distance of 3917.98 feet to a point, on the north line of a 81.315 acre tract conveyed to Continental Homes of Texas, LP by Special Warranty Deed recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Bexar County, Texas and a west corner of Lot 909, Block 70 of Redbird Ranch Unit 11D-1 recorded in Volume 20001, Page 130 of the Plat Records of Bexar County, Texas;

THENCE: S 68°47'52" W, departing the west line of said Redbird Ranch Unit 11D-1, along and with common line of said Continental Homes 81.315 acre tract and said 988.6 acre tract, a distance of 1282.14 feet to a point, on the north line of Redbird Ranch Unit 5A Subdivision recorded in Volume 10, Page 195 of the Deed and Plat Records of Medina County, Texas;

THENCE: S 60°52'46" W, along the north line of said Redbird Ranch Unit 5A and said Unit 5B, a distance of 1389.68 feet to the POINT OF BEGINNING and containing 264.672 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

“THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_264.672_Acres.docx



PETITION FOR CREATION, ORGANIZATION AND ESTABLISHMENT OF
MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 3 NORTH

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF MEDINA
COUNTY, TEXAS:

The undersigned, the owners of the land hereinafter described (herein the "Petitioners"), acting pursuant to the provisions of Chapters 49 and 53, Texas Water Code, as amended, and in keeping with the provisions of Article XVI, Section 59, of the Texas Constitution, respectfully petition for the creation, organization and establishment of a fresh water supply district and would show the following:

I.

The name of the proposed fresh water supply district is MEDINA COUNTY FRESH WATER SUPPLY DISTRICT NO. 3 NORTH (the "North District").

II.

The North District's boundaries will contain an area of 458.3 acres of land, more or less, situated wholly within Medina County, Texas, described by metes and bounds in **Exhibit A** attached hereto and incorporated herein for all purposes (the "North Land"). All of the North Land is within Medina County and may properly be included in the North District.

III.

The Petitioners own a majority in value of land in the proposed North District as indicated by the tax rolls of the Medina County Appraisal District. The Petitioners represent that Bank of America, N.A. is the only lien holder on the North Land.

IV.

The North District shall be organized under Article XVI, Section 59, of the Texas Constitution for any purpose authorized by Chapter 53 and Chapter 49, Texas Water Code as amended and any other applicable law.

V.

The general nature of the work proposed to be done by the North District is the building, acquisition, construction, completion, carrying out, maintaining, protection, and in case of necessity, the addition to and rebuilding of all works and improvements necessary or proper to conserve, transport and distribute fresh water from any source; a sanitary sewer system and storm sewer system, to the extent permitted by law; and if approved by voters in the North District, the assumption of the rights, authority, privileges, and functions of a road district under Article III, Section 52, Texas Constitution.

VI.

There is a necessity for the improvements above described. The territory to be included in said proposed North District is currently located within the extraterritorial jurisdiction of the City of San Antonio Texas, and wholly within Medina County, Texas, and will be developed for primarily residential purposes. There is not available within the area proposed to be included in the North District an adequate waterworks system, sanitary sewer system, or road system, and the health and welfare of the present and future inhabitants of the North District and of the areas adjacent thereto require the purchase, construction, acquisition, maintenance and operation of an adequate waterworks system, sanitary sewer system, storm sewer system, and road system.

VII.

The proposed improvements are feasible and practicable. There is an ample supply of water available, and the terrain of the territory to be included in the proposed North District is such that a waterworks system, sanitary sewer system, storm sewer system, and road system can be constructed at a reasonable cost.

VIII.

The sum of One hundred dollars (\$100.00) has been deposited with the County clerk of Medina County to cover expenses incident to the hearing on this petition.

WHEREFORE, Petitioners pray (1) this petition be properly filed as provided by law; (2) that upon filing of this petition, the Honorable Commissioners Court of Medina County, Texas, if it be in session, and if not, then the Honorable County Judge of Medina County, Texas, order that a hearing be set on this petition before said Commissioners Court or County Judge during the period beginning with the fifteenth (15th) day and ending with the thirtieth (30th) day after the date of such order; (3) that the County Clerk be ordered to issue notice informing all persons concerned of the time and place of such hearing and of their right to appear at the hearing and contend for or contest the creation

of the North District; (4) that such notice be given and posted as required by law by posting notice of such hearing at the courthouse door and at four different places inside the proposed North District for at least ten days before the date of the hearing; (5) that said hearing be held and conducted as required by law and, if upon such hearing it be found that this petition sets forth and conforms to the requirements of law and is signed by the owners of a majority of the acreage in the proposed North District, that notice of the hearing was given, that the proposed improvements are desirable, feasible, and practicable and conducive to public health, and that the North District should be created, that the Commissioners Court so find and render its judgment reciting such findings and creating and establishing the North District; (7) that the Commissioners Court appoint Payton Rion, George Peck, Truitt Priddy, Johnny Bernal, and Trent Rush to serve as supervisors of the North District in the manner provide by law; and (8) for such other proceedings and orders are proper and necessary and appropriate to the creation and organization of said North District and to the execution of the purposes for which said North District shall be created and organized.

[EXECUTION PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this 21st day of November, 2019.

PETITIONERS:

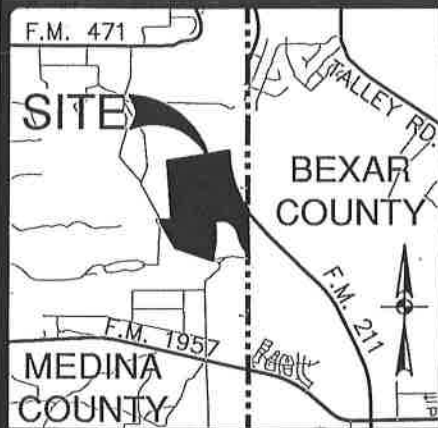
**RED BIRD LEGACY RANCH, LP, a Texas
limited partnership**

By: Red Bird Legacy Ranch GP, LLC,
a Texas limited liability company,
its General Partner

By: 

Name: Steven L. Cummings

Title: Secretary



LOCATION MAP

NOT-TO-SCALE

EXHIBIT OF SPECIAL DISTRICT NORTH-MEDINA COUNTY

A 458.305 acre, or 19,963,782 square feet more or less, tract of land out of that 988.6-acre tract described in deed to Red Bird Legacy Ranch, LP recorded in Volume 12877, Page 2287 of the Official Public Records of Bexar County, Texas and Volume 671, Page 913 of the Official Records of Medina County, Texas, out of the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, the Ed. De Montel Survey 34 3/4, Abstract 1264 and the Lewis Braun Survey No. 34 1/2, Abstract 1277, County Block 4380, Medina County, Texas.

LEGEND:

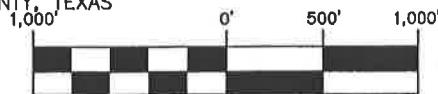
D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

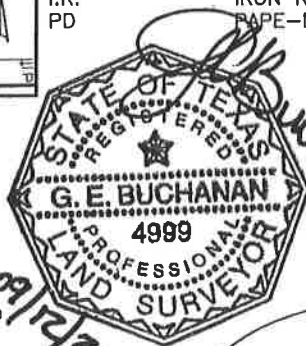
FD.
I.R.
PD

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FOUND
IRON ROD
PAPE-DAWSON CAP



SCALE: 1" = 1,000'



FD. 1/2" I.R.

N80°06'22"E 3490.14'

FD. TXDOT (TYPE III)

PROPOSED STATE HIGHWAY 211 (150' R.O.W.)

JOHN FITZGERALD
SURVEY NO. 33,
ABST. 1290
C.B. 4402

458.305 ACRES
(19,963,782 SQ. FT. MORE OR LESS)

N04°03'31"W
3457.48'

WURZBACH
ROAD
(40' R.O.W.)

988.6 ACRE TRACT
RED BIRD LEGACY RANCH, LP
(VOL. 12877, PG. 2287 O.P.R.B.C.)
(VOL. 671, PG. 913 O.R.M.C.)

FD. 1/2" I.R.
FD. 1/2" I.R.

P.O.B.
ED. DE MONTEL
SURVEY 34 3/4
ABST. 1264

LEWIS BRAUN
SURVEY NO. 34 1/2
ABST. 1277
C.B. 4380

5.000 ACRE TRACT
IGNACIA R. MEDINA
(DOC. #2015006021
P.R.M.C.)

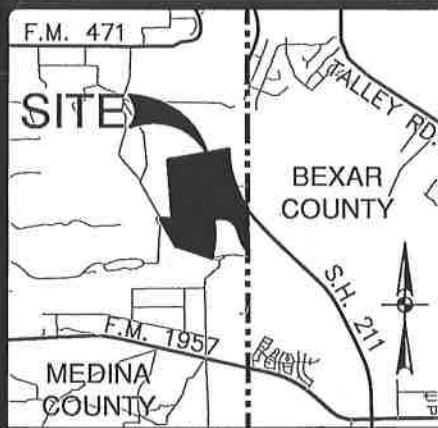
N71°32'22"W 2166.99'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

APRIL 25, 2019

SHEET 1 OF 2
JOB No.: 6909-13



LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FD.
I.R.
PD

FOUND
IRON ROD
PAPE-DAWSON CAP

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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."

SYMBOL LEGEND



FOUND

Ⓐ

99.657 ACRE TRACT
D-W 381 PARTNERS, LLC
(DOC. #2018008085 O.R.M.C.)

Ⓑ

578.001 ACRE TRACT
GALLAGHER CONCOURSE, L.P.
(DOC NO 2006005543 O.R.M.C.)

Ⓒ

PORTION OF 710.6 ACRE TRACT
CUMBERLAND 211, LTD
(VOL 641, PG 772 O.R.M.C.)
(VOL 12395, PG 1298 O.P.R.B.C.)

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5804.58'	35°25'08"	S18°15'44"E	3,531.40'	3588.26'
C2	1285.00'	30°21'41"	N32°42'44"W	672.99'	680.93'
C3	965.00'	81°18'55"	N58°11'14"W	1,257.47'	1369.55'
C4	5060.00'	17°57'57"	S00°08'17"W	1,580.14'	1586.63'

LINE TABLE

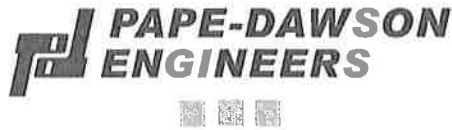
LINE	BEARING	LENGTH
L1	S89°59'11"E	659.47'
L2	S00°33'10"E	26.21'
L3	N17°31'47"W	614.92'
L4	S81°09'18"W	371.51'
L5	S08°50'42"E	72.24'
L6	N68°03'53"W	105.28'
L7	S04°07'55"E	570.35'



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APRIL 25, 2019

SHEET 2 OF 2
JOB No.: 6909-13



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT NORTH-MEDINA COUNTY

A 458.305 acre, or 19,963,782 square feet more or less, tract of land out of that 988.6-acre tract described in deed to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas and Volume 12877, Page 2287 of the Official Public Records of Bexar County, Texas, out of the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, the Ed. De Montel Survey 34 $\frac{3}{4}$, Abstract 1264 and the Lewis Braun Survey No. 34 $\frac{1}{2}$, Abstract 1277, County Block 4380, Medina County, Texas. Said 458.305 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:

- BEGINNING:** At a found $\frac{1}{2}$ " iron rod, on the northeast right-of-way line of Wurzbach Road, a 40-foot right-of-way, the southwest corner of a called 99.657-acre tract recorded in Document No. 2018008085 of the Official Records of Medina County, Texas, same being a northwest corner of said 988.6-acre tract;
- THENCE:** S 89°59'11" E, with the south line of said called 99.657-acre tract, same being a north line of said 988.6-acre tract, a distance of 659.47 feet to a found $\frac{1}{2}$ " iron rod, the southeast corner of said called 99.657-acre tract, same being an interior corner of said 988.6-acre tract;
- THENCE:** N 04°03'31" W, with the east line of said called 99.657-acre tract, same being a west line of said 988.6-acre tract, a distance of 3457.48 feet to a found $\frac{1}{2}$ " iron rod, on the south line of a called 578.001-acre tract recorded in Document No. 2006005543 of the Official Records of Medina County, Texas, the northeast corner of said called 99.657-acre tract, same being the northwest corner of said 988.6-acre tract;
- THENCE:** N 80°06'22" E, with the south line of said called 578.001-acre tract, same being a north line of said 988.6-acre tract, a distance of 3490.14 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape Dawson", on the proposed west right-of-way line of State Highway 211, a 150-foot right-of-way, the southwest corner of said called 578.001-acre tract;
- THENCE:** Departing the south line of said called 578.001-acre tract, with the proposed west right-of-way line of said State Highway 211, over and across said 988.6-acre tract the following bearings and distances:

S 00°33'10" E, a distance of 26.21 feet to a found Texas Department of Transportation highway monument (Type III), and;

THENCE: Southeasterly, with a tangent curve to the left, said curve having a radius of 5804.58 feet, a central angle of 35°25'08", a chord bearing and distance of S 18°15'44" E, 3531.40 feet, for an arc length of 3588.26 feet to a point on common line between Bexar County and Medina County;

THENCE: S 00°16'06" E, departing the proposed west right-of-way line of said State Highway 211, with said common county line, continuing over and across said 988.6-acre tract, a distance of 2462.35 feet to a point;

THENCE: Departing said county line, continuing over and across said 988.6-acre tract, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 1285.00 feet, a central angle of 30°21'41", a chord bearing and distance of N 32°42'44" W, 672.99 feet, for an arc length of 680.93 feet to a point;

N 17°31'47" W, a distance of 614.92 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 965.00 feet, a central angle of 81°18'55", a chord bearing and distance of N 58°11'14" W, 1257.47 feet, for an arc length of 1369.55 feet to a point;

S 81°09'18" W, a distance of 371.51 feet to a point;

S 08°50'42" E, a distance of 72.24 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 5060.00 feet, a central angle of 17°57'57", a chord bearing and distance of S 00°08'17" W, 1580.14 feet, for an arc length of 1586.63 feet to a point, on the north line of a called 5.000-acre tract recorded in Document No. 2015006021 of the Public Records of Medina County, Texas;

THENCE: N 68°03'53" W, with the north line of said called 5.000-acre tract, a distance of 105.28 feet to a point, the northwest corner of said called 5.000-acre tract;

THENCE: S 04°07'55" E, with the west line of said called 5.000-acre tract, a distance of 570.35 feet to a point, on the northeast right-of-way line of the aforementioned Wurzbach Road, the southwest corner of said called 5.000-acre tract

THENCE: With the northeast right-of-way line of said Wurzbach Road, same being the southwest line of said 988.6-acre tract, the following bearings and distances:

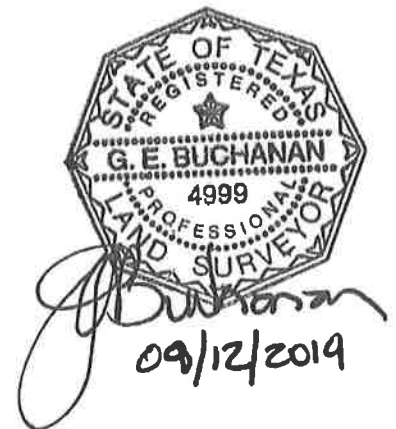
N 71°32'22" W, a distance of 2166.99 feet to a point;

N 54°28'10" W, a distance of 15.97 feet to a found concrete nail, and;

THENCE: N 29°44'39" W, a distance of 1751.74 feet to the POINT OF BEGINNING and containing 458.305 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_458.305_Acres.docx



CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§

§

COUNTY OF MEDINA

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Medina County, Texas (the *County*), convened on the 16th day of January, 2020 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Chris Schuchart	County Judge
Tim Neuman	Commissioner, Place 1
Larry Sittre	Commissioner, Place 2
David Lynch	Commissioner, Place 3
Jerry Beck	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: All Present, thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the *Resolution*) entitled:

A RESOLUTION BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF FRESH WATER SUPPLY DISTRICTS NOS. TWO AND THREE, MEDINA COUNTY, TEXAS; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAW; APPROVING AND AUTHORIZING NOTICE OF A PUBLIC HEARING REGARDING THE PETITION; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner Larry Sittre that the Resolution be passed and adopted. The motion was seconded by Commissioner Tim Neuman and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 21st day of November, 2019.



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Medina County, Texas

(SEAL OF COMMISSIONERS COURT)



RESOLUTION NO. 2019-11-21-2

A RESOLUTION BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF FRESH WATER SUPPLY DISTRICTS NOS. TWO AND THREE, MEDINA COUNTY, TEXAS; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAW; APPROVING AND AUTHORIZING NOTICE OF A PUBLIC HEARING REGARDING THE PETITION; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Medina County, Texas (the *County*) recognizes the importance of its continued role in local economic development and the protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, in furtherance of this recognition, the County has created, by Order No. 2019-11-21-1 (the *EDP Order*) adopted by the County's Commissioners Court (the *Court*) on November 21, 2019, an economic development program under Chapter 381 of the Texas Local Government Code, as amended (*Chapter 381*); and

WHEREAS, Red Bird Legacy Ranch, LP (the *Developer*) owns approximately 1,019.6 acres of real property located at the northwest intersection of the proposed State Highway 211 northbound expansion and Potranco Road (the *Redbird Property*), which the Developer intends to develop or cause to be developed as a master-planned, mixed-use community to be known as "Redbird Ranch"; and

WHEREAS, approximately 722.98 acres of the Redbird Property is located within the boundaries of the County (such portion of the Redbird Property, the *County Redbird Property*); and

WHEREAS, the Developer intends to develop the County Redbird Property for commercial, single- and multi-family residential uses, to include associated infrastructure and other public improvements (the *Project*); and

WHEREAS, under the EDP Order, the Court approved a Chapter 381 agreement between the County and the Developer (the *Agreement*) concerning the development of the Project and authorized the County Judge to execute and enter into the Agreement as the act and deed of the Court; and

WHEREAS, on November 21, 2019, the Developer submitted a petition (the *County Petition*) and \$100 (the *Deposit*) to the County concerning the creation of two (2) fresh water supply districts pursuant to Article XVI, Section 59 of the Texas Constitution and applicable provisions of the Texas Water Code (including Chapters 49, 51, and 53 thereof) (collectively, the *Districts*), which Districts will encompass the entirety of the County Redbird Property and will be integral to the development of the Project; and

WHEREAS, the Court acknowledges receipt of the County Petition and the Deposit, which the Court has determined to be validly submitted and compliant with applicable laws of the State, including Section 53.014 of Chapter 53 of the Texas Water Code (the *Act*); and

WHEREAS, pursuant to the Act, the Court is required to conduct a public hearing concerning creation of the Districts (the *Hearing*) and (1) publish notice of the Hearing in a newspaper of general circulation in the County, and (2) post notice of the Hearing at four different places inside the proposed Districts as well as on the door of the County Courthouse door, which notice shall contain, at a minimum, the requisite information specified in the Act; and

WHEREAS, the Court hereby finds and determines that, based on its receipt of the County Petition, the County should proceed with the conduct of the Hearing and the giving of public notice thereof in the time, form, and manner provided by law; and

WHEREAS, the Court hereby finds and determines that these actions are in the best interests of the residents of the County; now, therefore

BE IT RESOLVED BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS THAT:

SECTION 1: The County Clerk is hereby authorized and directed to provide public notice by publication and posting, as more particularly described herein, of the Court's intention to conduct the Hearing. The notice approved and authorized to be published and posted shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2: The County Clerk shall cause the aforesaid notice to be published in a newspaper of general circulation in the County at least seven days before the scheduled date of the public hearing.

SECTION 3: The County Clerk shall cause the aforesaid notice to be posted at the County courthouse door in addition to four different places inside the proposed Districts at least ten days before the scheduled date of the public hearing.

SECTION 4: The County Clerk is hereby authorized to obtain written affidavits of posting and publication confirming compliance with Sections 2 and 3 above, which affidavits shall be conclusive of the facts sworn to.

SECTION 5: The County Court is hereby authorized and directed to pay all expenses necessary for the Hearing from the Deposit and is further authorized and directed to return any portion of the Deposit which is left to the Developer.

SECTION 6: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 7: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 8: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Commissioners Court hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 10: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 11: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED on the 21st day of November, 2019.

MEDINA COUNTY, TEXAS



County Judge

ATTEST:



County Clerk and Ex-Officio
Clerk of the Commissioners Court



(SEAL OF COMMISSIONERS COURT)

Exhibit A

NOTICE OF PUBLIC HEARING CONCERNING THE CREATION OF
FRESH WATER SUPPLY DISTRICT NUMBERS TWO AND THREE,
MEDINA COUNTY, TEXAS

CREATION OF FRESH WATER SUPPLY DISTRICT
NO. TWO SOUTH AND NO. THREE NORTH, MEDINA COUNTY, TEXAS
NOTICE OF PUBLIC HEARING

On November 21, 2019, Red Bird Legacy Ranch, LP (the Developer) submitted two petitions (the *Petitions*) to Medina County, Texas (the *County*) concerning the creation, organization and establishment of Fresh Water Supply Districts Numbers Two South and Three North, Medina County, Texas (the *Districts*) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 19, 2019 at 10:00 a.m. with respect to the creation of the Districts. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861.

Any person is entitled to appear at the hearing, challenge the form and allegations of the Petitions and contest creation of the Districts or the proposition that the projects to be undertaken by the proposed Districts would benefit the land inside their boundaries. Further information with respect to the proposed Districts will be available at the hearing or upon written request prior thereto addressed to the County.

A copy of the Order of the Commissioners Court accepting the Petitions, as well as the Petitions, are available for inspection at the Office of the County Judge.

AFFIDAVIT OF POSTING NOTICE

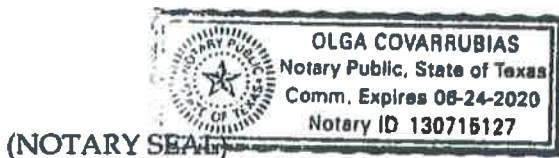
THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jennifer Adlany who, after being by me duly sworn, upon his oath deposed and said:

1. My name is Jennifer Adlany.
2. I am over twenty-one (21) years of age.
3. On the 2nd day of December, 2019, being at least 10 days prior to the date fixed for hearing on the creation of Fresh Water Supply District No. 2, Medina County, Texas, I posted a notice of the hearing to be held before the Commissioners Court of Medina County, Texas, on the 19th day of December, 2019, at 10:00 o'clock a.m., a copy of which notice is attached hereto, at the Medina County Courthouse:

Signature: Jennifer Adlany

SWORN TO AND SUBSCRIBED BEFORE ME, this 2 day of December, 2019.



Olga Covarrubias
Notary Public, State of Texas

Attachment: Notice of Hearing

AFFIDAVIT OF POSTING NOTICE

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

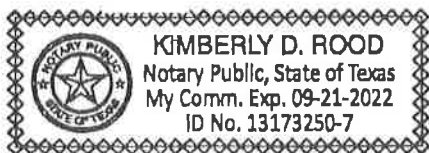
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Lee Battle, who, after being by me duly sworn, upon his/her oath deposed and said:

My name is Lee Battle. I am over twenty-one (21) years of age, and on the 3rd day of DECEMBER, 2019, being at least 10 days prior to the date fixed for hearing on the Petition for Creation of Fresh Water Supply District No. 2, Medina County, Texas (the "District"), I posted a notice of the hearing to be held before the Commissioners Court of Medina County, Texas, on the 19th day of December, 2019, at 10:00 o'clock a.m., a copy of which notice is attached hereto, at the following places within the District:

1. Posted at the On Hwy. 381 0.3 miles North of Hwy. 1957;
2. Posted at the On Hwy. 381 0.5 miles North of Hwy. 1957;
3. Posted at the On Hwy. 381 0.7 miles North of Hwy. 1957;
and
4. Posted at the On Hwy. 381 0.9 miles North of Hwy. 1957.

Signature: [Signature]

SWORN TO AND SUBSCRIBED BEFORE ME, this 3rd day of December, 2019.



(NOTARY SEAL)

Attachment: Notice of Hearing

[Signature]
Notary Public, State of Texas

AFFIDAVIT OF POSTING NOTICE

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

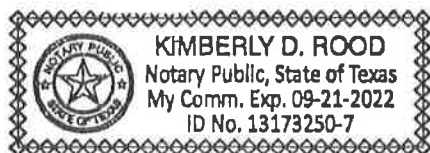
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Lee Battle, who, after being by me duly sworn, upon his/her oath deposed and said:

My name is Lee Battle. I am over twenty-one (21) years of age, and on the 3rd day of DECEMBER, 2019, being at least 10 days prior to the date fixed for hearing on the Petition for Creation of Fresh Water Supply District No. 3, Medina County, Texas (the "District"), I posted a notice of the hearing to be held before the Commissioners Court of Medina County, Texas, on the 19th day of December, 2019, at 10:00 o'clock a.m., a copy of which notice is attached hereto, at the following places within the District:

1. Posted at the On Hwy. 381, 1.2 Miles North of Hwy. 1957;
2. Posted at the On Hwy. 381, 1.4 Miles North of Hwy 1957;
3. Posted at the On Hwy. 381, 1.6 Miles North of Hwy 1957;
and
4. Posted at the On Hwy 381 1.8 Miles North of Hwy 1957.

Signature: [Signature]

SWORN TO AND SUBSCRIBED BEFORE ME, this 3rd day of December, 2019.



(NOTARY SEAL)

Attachment: Notice of Hearing

[Signature]
Notary Public, State of Texas



Red Bird Notice Posting

3828 3827 3825 3824

D3 Sign 4

D3 Sign 3

D3 Sign 2

D3 Sign 1

D2 Sign 4

D2 Sign 3

D2 Sign 2

D2 Sign 1

383

387

381

388

375

1957

Google Earth

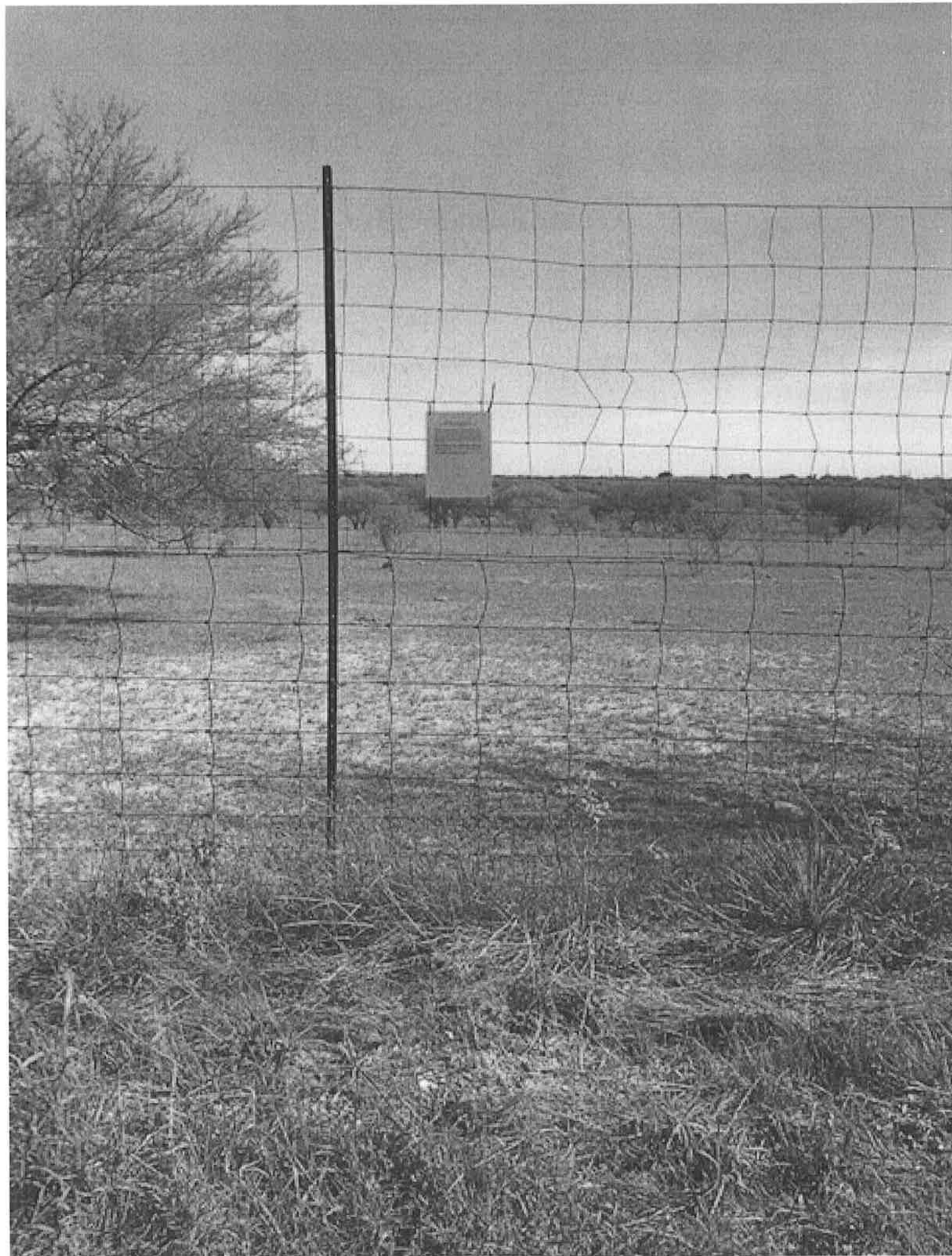
© 2016 Google

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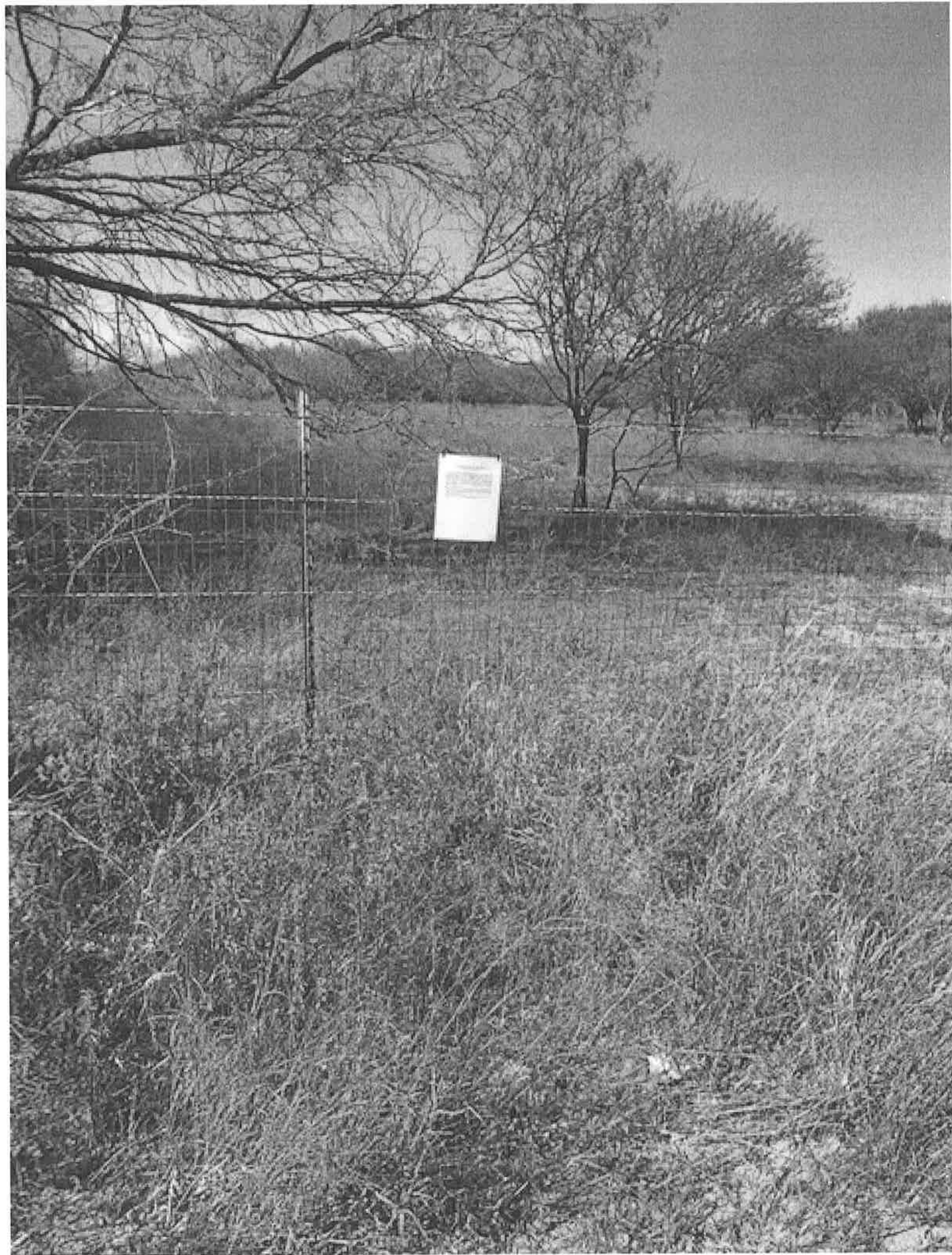
















HEARST

MEDIA SOLUTIONS

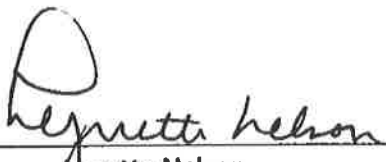
San Antonio Express News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS NEWS AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

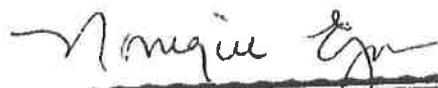
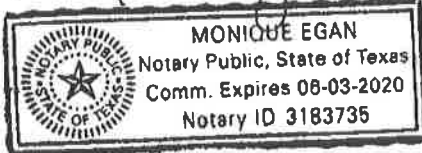
Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Lynette Nelson, who after being duly sworn, says that she is the BOOKKEEPER OF HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS-NEWS, a daily newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20001294	ORTIZ	34009872	SAE Express-News	12/04/19


Lynette Nelson
Bookkeeper

Sworn and subscribed to before me, this 5 day of Dec. A.D. 2019

Notary public in and for the State of Texas

CREATION OF FRESH WATER
SUPPLY DISTRICT
NO. TWO SOUTH AND
NO. THREE NORTH,
MEDINA COUNTY, TEXAS

NOTICE OF PUBLIC HEARING

On November 21, 2019, Red Bird Legacy Ranch, LP (the Developer) submitted two petitions (the Petitions) to Medina County, Texas (the County) concerning the creation, organization and establishment of Fresh Water Supply Districts Numbers Two South and Three North, Medina County, Texas (the Districts) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 19, 2019 at 10:00 a.m. with respect to the creation of the Districts. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861.

Any person is entitled to appear at the hearing, challenge the form and allegations of the Petitions and contest creation of the Districts or the proposition that the projects to be undertaken by the proposed Districts would benefit the land inside their boundaries. Further information with respect to the proposed Districts will be available at the hearing or upon written request prior thereto addressed to the County.

A copy of the Resolution of the Commissioners Court accepting the Petitions, as well as the Petitions, are available for inspection at the Office of the County Judge.

Legal Bids & Proposals

**ALAMO COLLEGES DISTRICT
BID/PROPOSAL INVITATION**
The Alamo Colleges District is receiving sealed bids/proposals prior to 2:00 PM (CST), unless otherwise indicated, on the dates shown.

**CSP# 20A-006 PURCHASE OF
ARTIFICIAL INTELLIGENCE CHATBOT
SOFTWARE as a SERVICE**
Deadline: January 7, 2020

Specifications are available by visiting Alamo Colleges District website: www.alamocolleges.edu/district/purchasing.html. For more information, contact Purchasing and Contract Administration (710) 485-0100.

Legals/Public Notices

**CREATION OF FRESH WATER
SUPPLY DISTRICT
NO. TWO SOUTH AND
NO. THREE NORTH,
MEDINA COUNTY, TEXAS**

NOTICE OF PUBLIC HEARING

On November 21, 2019, first first Legacy Ranch, LP (the Developer) submitted two petitions (the Petitions) to Medina County, Texas (the County) concerning the creation, organization and establishment of Fresh Water Supply Districts Numbers Two South and Three North, Medina County, Texas (the Districts) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 19, 2019 at 10:00 a.m. with respect to the creation of the Districts. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861.

Any person is entitled to appear at the hearing, challenge the form and allegations of the Petitions and contest creation of the Districts or the proposition that the projects to be undertaken by the proposed Districts would benefit the land inside their boundaries. Further information with respect to the proposed Districts will be available at the hearing or upon written request prior thereto addressed to the County.

A copy of the Resolution of the Commissioners Court accepting the Petitions, as well as the Petitions, are available for inspection at the Office of the County Judge.

NOTICE OF PUBLIC SALE

Marbach Road Self Storage hereby gives notice that the property described below is being sold to satisfy a landlord's lien pursuant to CHAPTER 59 of the Texas Property Code. The following live auction will be held on **SATURDAY, DECEMBER 21, 2019**. Property will be sold to the highest bidder for the entire contents of each unit for CASH only. NO PERSONAL CHECKS ACCEPTED. Cleanup deposit may be required at the time of sale. Landlord will not proceed with the sale if payment is made in full by tenant to include all rent, late charges and costs incurred, and payment is made by cash money order or cashier's check. Seller has the right to refuse any bid and to withdraw any property from the sale at any time. Marbach Road Self Storage
9975 Marbach Road
San Antonio, TX 78245
Auction Time: 1:00 PM
Name(s): VICTOR S. LANGERS - VIRGIL MONTALBO - ALBERT CASTILLO - MARGARITO SANCHEZ - CHERIF SANGHOT - JUAN GONZALES AGUINAGA - PAUL RIVERA JR. - IMELDA DELACRUZ - CANDACE R. VAUGHAN - RON W. STREIGHT - MICHAEL SHANE WESTFALL
Contents: HHF - TOTES - BOXES - CLOTHES - LADDER - LAWN MOWERS - TOYS - FISHING TACKLE - BIKES - HHA - RIMS - HHG - EXERCISE EQUIP - VENDING MACHINES

PUBLIC HEARING

The School of Excellence in Education will hold a Public Hearing on Tuesday, December 17th on the 2018-19 FIRST Report. Rating from the Texas Education Agency. The meeting will be held at 6pm at 1526 Bassa Rd in the Administrative Boardroom.

PUBLIC NOTICE

Effective December 9, 2019, Valeria Hernandez-Dommar, MD will no longer be practicing medicine at the WellMed at General McMullen clinic. For questions or copies of medical records call: 210-434-1400. WellMed at General McMullen 448 Castrovale Rd. San Antonio, TX 78207 210-434-1400

PUBLIC NOTICE

NEW FRONTIERS PUBLIC SCHOOLS is having a public meeting on Wednesday December 18th, 2019 at 3:30 pm at the District Office located at 138 Fair Avenue San Antonio, TX. The Final 2018-2019 Financial Integrity Rating, System of Texas (FIRST) and Texas Academic Performance Report (TAPR) will be presented in accordance to 19 Texas Administrative Code (TAC) 109.1001

PUBLIC NOTICE

The Board of Directors of Texas RioGrande Legal Aid, Inc. (TRLA), a non-profit corporation has scheduled its Annual Board of Directors meeting for Saturday, December 7, 2019, in San Antonio, Texas. This meeting will be held from 9:00 am to 1:00 pm in the conference room of the TRLA office located at 1131 North Main Ave., San Antonio, for more information, call Elena V. Villanaral at 512-447-4625 or 1-800-369-0574. This meeting is open to the public.

Citation by Publication

CITATION BY PUBLICATION
Cause No. 231-663089-19

**IN THE MATTER OF THE MARRIAGE OF:
NITANG VS. JOHN VAN RO LIAN**

TO: JOHN VAN RO LIAN RESPONDENT
And to all whom it may concern

GREETINGS:

You have been sued. You may employ an attorney, if you or your attorney do not file a written answer with the clerk with the who issued this citation by 10:00 a.m. on the Monday next following the expiration of 20 days after you were served this citation and ORIGINAL PETITION FOR DIVORCE, a default judgment may be taken against you. The Petition of NI TANG as Petitioner Was Filed in the 231st Court of Tarrant County, Texas, on 6th day of June, 2019 Against JOHN VAN RO LIAN, STEVEN THAWNG numbered 231-663089-19, and entitled in the Matter of the Marriage of NI TANG and JOHN VAN RO LIAN, the suit requests DISOLVE THE BONDS OF MATRIMONY AND DECREE SUCH OTHER RELIEF REQUESTED IN THIS PETITION. The Court has authority in this suit to enter any judgment or decree dissolving the marriage and providing for the division of property which will be binding on you.

THE STATE OF TEXAS

To the Sheriff, Constable or Clerk of the Court of any County of the State of Texas, Greeting: You are hereby commanded to serve the foregoing Citation by making publication thereof in some newspaper of legal circulation, published in the County of Tarrant for one week, the first publication to be at least 20 days before the return day of the Citation.

Herein I do not, but on the return hereinafore named have you then and there before said Court, this Writ, with your return thereon, showing how you have executed the same.

Issued and given under my hand and seal of said Court at Tarrant County, Texas, this the 8th day of November, 2019.

Thomas A. Wikder
Clerk of District Courts
of Tarrant County, Texas

TABC Notices**NOTICE TO THE PUBLIC****LEGAL NOTICE**

Application has been made with the Texas Alcoholic Beverage Commission for a Wine and Beer Retailer's permit and a Retail Dealer's On-Premise Late Hours License by The Vault Social Clubs, LLC, dba The Vault, to be located at 5121 Crestway Dr, Suite 203 San Antonio, TX. Bexar County Owners of the LLC are Waleen Kite and Debra Suarez.

Legals/Public Notices

The City of Shavano Park City Council recently adopted the following ordinances:

O-2019-013 - AN ORDINANCE REZONING COUNTY BLOCK 473A, LOT 1650, SHAVANO PARK UNIT-16F FROM B-2 ZONING DISTRICT TO A PLANNED UNIT DEVELOPMENT WITH A B-2 BASE ZONING DISTRICT WITH THE FOLLOWING DEVELOPMENT STANDARD EXCEPTIONS: PARKING RATIO, BUILDING HEIGHT, BUILDING SETBACKS AND LANDSCAPE BUFFERS AND PROVIDING A SPECIAL USE PERMIT FOR AN ASSISTED LIVING FACILITY (CL) USE, PROVIDING REPEALING AND SEVERABILITY CLAUSES: PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

O-2019-014-AN ORDINANCE AMENDING THE CITY OF SHAVANO PARK CODE OF ORDINANCES CLARIFYING & ESTABLISHING DEFINITIONS FOR BUILDING SETBACK LINES, PORCHES, PORTE COCHERES AND FRONT YARDS AND ESTABLISHING THAT OPEN PORCHES AND PORTE COCHERES ARE ALLOWED TO EXTEND FROM THE PRIMARY RESIDENCE INTO THE FRONT SETBACK UNDER CERTAIN CONDITIONS: PROVIDING INDEMNITY FOR THE CITY; PROVIDING REPEALING AND SAVINGS CLAUSES; PROVIDING A TEXAS OPEN MEETINGS ACT CLAUSE; AND PROVIDING AN EFFECTIVE DATE

O-2019-020 - AN ORDINANCE AMENDING CHAPTER 14 - ENVIRONMENT, ARTICLE V - CITIZENS TREE COMMITTEE AND PUBLIC TREE CARE OF THE CITY'S CODE OF ORDINANCES TO UPDATE THE MEMBERSHIP AND RESPONSIBILITIES OF THE CITIZENS TREE COMMITTEE; PROVIDING A CUMULATIVE & CONFLICTS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

YMS, INC.

1431 N. COMAL

SA, TX 78207

(210) 967-3190

Texas Vehicle Storage

License Number 05310295F

5 DAY NOTICE

Pursuant to provisions of TX Transportation Code, Chapter 683, 684 and Occupational Code 2203 and Property Code 70.0005, This Notice to the owner and Lien holder of the following Vehicles to reclaim the vehicle within 45 days and pay all fees. Failure to do so shall be a waiver of all rights, title, interest and consent to sell the vehicle at Public Sale.

YR/MAKE: 1990/WHITE/FORD/F350R VLN: 1F0K330G4HA4187 LP: V770UWJUM (CDN4187) Accepted 11/4/19 Total due as of 12/3/19 = \$971.15

Hondo Anvil Herald

PO. Box 400, Hondo, Texas 78861

PUBLISHER'S AFFIDAVIT

The State of Texas)
County of Medina)

Before me, the undersigned authority, on this day did personally appear Diane Cosgrove, a person known to me, who on her oath stated:

That she is the Manager of the Hondo Anvil Herald, a newspaper published in Medina County, Texas, and which newspaper is of general circulation and has been published for more than twelve (12) months prior to the insertion of the attached notice, and

That she knows the facts stated in this affidavit.

That the attached printed matter is a true and correct copy of the publication of the notice of which it purposes to be a true copy, as the same appeared in such newspaper in the respective issues of:

Dec 5, 19

and that the charge of such newspaper being \$ 50.40

Diane Cosgrove

Diane Cosgrove, Manager
Subscribed and sworn to before

me on this the 26 day of

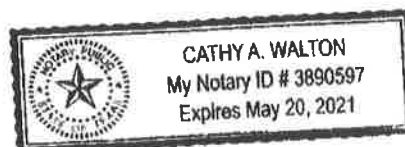
December 2019

Notary Public
Medina County, Texas

CREATION OF FRESH WATER SUPPLY DISTRICT NO. TWO SOUTH AND NO. THREE NORTH, MEDINA COUNTY, TEXAS NOTICE OF PUBLIC HEARING

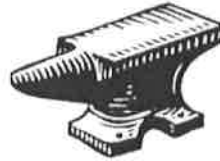
On November 21, 2019, Red Bird Legacy Ranch, LP (the Developer) submitted two petitions (the Petitions) to Medina County, Texas (the County) concerning the creation, organization and establishment of Fresh Water Supply Districts Numbers Two South and Three North, Medina County, Texas (the Districts) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 19, 2019 at 10:00 a.m. with respect to the creation of the Districts. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861. Any person is entitled to appear at the hearing, challenge the form and allegations of the Petitions and contest creation of the Districts or the proposition that the projects to be undertaken by the proposed Districts would benefit the land inside their boundaries. Further information with respect to the proposed Districts will be available at the hearing or upon written request prior thereto addressed to the County. A copy of the Resolution of the Commissioners Court accepting the Petitions, as well as the Petitions, are available for inspection at the Office of the County Judge.

Pub.: Dec. 5, 2019



Hondo Anvil Herald

Medina County



Published in Hondo, Texas

December 5, 2019

Online

Home Education & Youth Life More Sports Blurbs Obituaries Classifieds Legal Notices Local Directories About

Legal Notices

NOTICE OF PUBLIC SALE

Hondo Attic Self Storage at 810 18th St., Hondo, Texas will hold a public sale of property, which is being sold to satisfy a contractual landlord lien. The sale will be held at 10:00 A.M., Saturday, December 7, 2019 at the facility. The property will be sold at public auction and awarded to the highest bidder. All items are cash only -- no guaranties or warranties are implied and all items are purchased "as is." Storage reserves the right to bid and refuse any bid. Seller reserves the right to withdraw property from sale. Property being sold includes the following:
Unit #119 - Colon, Della - Household items, etc.
Unit #C-11 - Dimorier, Jeffrey - Household items, etc.
Unit #52 - Esparza, Santos - Household items, etc.

Unit #274 - Fitzjarrald, Jerry - Household items, etc.
Unit #165 - Fohn, Kathleen - Household items, etc.
Unit #226 - Fohn, Kathleen - Household items, etc.
Unit #159 - Garcia, Anna - Household items, etc.
Unit #25 - Gonzales, Joey - Household items, etc.
Unit #345 - Gonzales, Monica - Household items, etc.
Unit #82 - Guedea, Nathan - Household items, etc.
Unit #26 - Lopez, Marissa - Household items, etc.
Unit #217 - Perez, David - Household items, etc.
Unit #18 - Sanchez, Dioncio - Household items, etc.

Pub.: Nov. 21 & 28, and Dec. 5, 2019
Comisión de Calidad Ambiental del Estado de Texas
AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION
PERMISO NO. WQ0010189001
SOLICITUD. La ciudad de Hondo (City of Hondo) ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0010189001 (EPA I.D. No. TX 87751) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para

autorizar la descarga de aguas residuales

NOTICE THE CITY OF HONDO TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Hondo received a Community Development Block Grant in 2017 under the Texas Community Development Block Grant Program from the Texas Department of Agriculture for water system improvements. A public hearing has been called for 5:15 p.m. on December 11, 2019 at Hondo City Hall, 1600 Avenue M, Hondo, Texas 78861 to review the program performance of the activities completed under this grant, which will include an explanation of the actual use of the Texas Community Development Block Grant Program funds. For further information or assistance, contact Kim Davis, City Manager at (830) 426-3378. Para más información en español, comuníquese con Elsa Robles al (830) 426-3378.

DARSE CUENTA

LA CIUDAD DE HONDO PROGRAMA DE BECAS DE BLOQUE DE DESARROLLO COMUNITARIO DE TEXAS
La ciudad de Hondo recibió una subvención global de desarrollo comunitario en 2017 bajo el Programa de subvenciones globales de desarrollo comunitario del Departamento de Agricultura de Texas para mejoras del sistema de aguas residuales. Se convocó una audiencia pública para las 5:15 p.m. el 11 de diciembre de 2019 en el Ayuntamiento de Hondo, 1600 Avenue M, Hondo, Texas 78861 para revisar el desempeño del programa de las actividades realizadas en virtud de esta subvención, que incluirá una explicación del uso real de los fondos del Programa de Subvención Global de Desarrollo Comunitario de Texas. Para más información o asistencia, contacte a Kim Davis, Gerente de la Ciudad al (830) 426-3378. Para más información en español, comuníquese con Elsa Robles al (830) 426-3378.
Pub.: Dec. 5, 2019

CREATION OF FRESH WATER SUPPLY DISTRICT NO. TWO SOUTH AND NO. THREE

NORTH MEDINA COUNTY TEXAS

NOTICE TO CREDITORS

Notice is hereby given that original Letters of Independent Administration for the Estate of Karen Ann Cupples, Deceased, were issued on the 4th day of November, A.D., 2019, under Docket No. 9212, pending in the County Court At Law of Medina County, Texas, to: Melody Benke. Claims may be presented in care of the attorney for the Estate addressed as follows:

Melody Benke
Estate of Karen Ann Cupples, Deceased
c/o Marold Law Firm, PLLC
Attorneys At Law
310 S. St. Mary's St. #835
San Antonio, Texas 78205

All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.

Dated the 27th day of November, A.D., 2019.
Marold Law Firm, PLLC
By: Meagan R. Marold
State Bar #24087975
310 S. St. Mary's St. #835
San Antonio, Texas 78205
210-701-0829 - telephone
210-519-2729 - telecopier
Attorneys for Independent Administrator
Pub.: Dec. 5, 2019

Texas Commission on Environmental Quality NOTICE OF RECEIPT OF APPLICATION AND

INTENT TO OBTAIN WATER QUALITY PERMIT RENEWAL
PERMIT NO. WQ0010189001
APPLICATION. City of Hondo, 1600 Avenue M, Hondo, Texas 78861, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010189001 (EPA I.D. No. TXD087751) to authorize the discharge of treated wastewater at a volume not to exceed an annual average flow of 1,600,000 gallons per day. The domestic wastewater treatment facility is located 1,400 feet east of the intersection of Farm-to-Market Road 462 and 30th Street, in Medina County, Texas 78861. The discharge route is from the plant site to Elm Slough thence to

autoriza la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 1,800,000 galones por día. La planta está ubicada 1,400 pies al este de la intersección de Farm-to-Market Road 462 y 30th Street, en el Condado de Medina, Texas 78861. La ruta de descarga es del sitio de la planta a Elm Slough; desde allí a Hondo Creek. La TCEQ recibió esta solicitud el 1 de Noviembre 2019. La solicitud para el permiso está disponible para leerla y copiarla en ayuntamiento de Hondo, 1600 Avenida M (1600 Avenue M), Hondo, Texas. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://tceq.maps.arcgis.com/apps/webappviewer/index.html?id=db5bac44afbc468bbddd360f8168250f&marker=-99.129708%2C29.337315&level=12>

AVISO ADICIONAL. El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.

COMENTARIO PUBLICO / REUNION PUBLICA. Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO. Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso. Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS: su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera

no común al público en general; una lista

NOTICE OF PUBLIC HEARING

On November 21, 2019, Red Bird Legacy Ranch, LP (the Developer) submitted two petitions (the Petitions) to Medina County, Texas (the County) concerning the creation, organization and establishment of Fresh Water Supply Districts Numbers Two South and Three North, Medina County, Texas (the Districts) across property located in the County to conserve, transport, and distribute fresh water from any sources for domestic and commercial purposes. Accordingly, pursuant to Chapter 53 of the Texas Water Code, as amended, NOTICE IS HEREBY GIVEN that the Commissioners Court of the County will hold a public hearing on December 19, 2019 at 10:00 a.m. with respect to the creation of the Districts. The public hearing will take place in the Commissioners Courtroom on the first floor of the Medina County Courthouse, 1100 16th Street, Hondo, Texas 78861. Any person is entitled to appear at the hearing, challenge the form and allegations of the Petitions and contest creation of the Districts or the proposition that the projects to be undertaken by the proposed Districts would benefit the land inside their boundaries. Further information with respect to the proposed Districts will be available at the hearing or upon written request prior thereto addressed to the County. A copy of the Resolution of the Commissioners Court accepting the Petitions, as well as the Petitions, are available for inspection at the Office of the County Judge.

Pub.: Dec. 5, 2019

the permit site to Elm Slough, thence to Hondo Creek. TCEQ received this application on November 1, 2019. The permit application is available for viewing and copying at Hondo City Hall, 1600 Avenue M, Hondo, Texas. This link to an electronic map of the site or facility's general location is provided as a public courtesy and not part of the application or notice. For the exact location, refer to the application.

<https://tceq.maps.arcgis.com/apps/webappviewer/index.html?id=db5bac44afbc468bbddd360f8168250f&marker=-99.129708%2C29.337315&level=12>

ADDITIONAL NOTICE. TCEQ's Executive Director has determined the application is administratively complete and will conduct a technical review of the application. After technical review of the application is complete, the Executive Director may prepare a draft permit and will issue a preliminary decision on the application. Notice of the Application and Preliminary Decision will be published and mailed to those who are on the county-wide mailing list and to those who are on the mailing list for this application. That notice will contain the deadline for submitting public comments.

PUBLIC COMMENT / PUBLIC MEETING. You may submit public comments or request a public meeting on this application. The purpose of a public meeting is to provide the opportunity to submit comments or to ask questions about the application. TCEQ will hold a public meeting if the Executive Director determines that there is a significant degree of public interest in the application or if requested by a local legislator. A public meeting is not a contested case hearing.

OPPORTUNITY FOR A CONTESTED CASE HEARING. After the deadline for submitting public comments, the Executive Director will consider all timely comments and prepare a response to all relevant and material, or significant public comments. Unless the application is directly referred for a contested case hearing, the response to comments, and the Executive Director's decision on the application, will be mailed to everyone who submitted public comments and to those persons who are on the mailing list for this application. If comments are received, the mailing will also provide instructions for requesting reconsideration of the Executive Director's decision and for requesting a contested case hearing. A contested case hearing is a legal proceeding similar to a civil trial in state district court.

TO REQUEST A CONTESTED CASE HEARING, YOU MUST INCLUDE THE FOLLOWING ITEMS IN YOUR REQUEST: your name, address, phone number; applicant's name and proposed permit number; the location and distance of your property/activities relative to the proposed facility; a specific description of how you would be adversely affected by the facility in a way not common to the general public; a list of all disputed issues of fact that you submit during the comment period and, the statement "[I/we] request a contested case hearing." If the request for contested case hearing is filed on behalf of a group or association, the request must designate the group's representative for receiving future correspondence; identify by name and physical address an individual member of the group who would be adversely affected by the proposed facility or activity; provide the information discussed above regarding the affected member's location and distance from the facility or activity; explain how and why the member would be affected; and explain how the interests the group seeks to

protect are relevant to the group's purpose

no comentar peticiones en general, una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y por qué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios. Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.

LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

CONTACTOS E INFORMACIÓN DE LA TCEQ. Todos los comentarios escritos del público y los para pedidos una reunión deben ser presentados a la Oficina del Secretario Principal, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 o por el internet al

www.tceq.texas.gov/about/comments.html.

Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Si necesita más información en Español sobre esta solicitud para un permiso o el proceso del permiso, por favor llame a El Programa de Educación Pública de la TCEQ, sin cobro, al 1-800-687-4040. La información general sobre la TCEQ puede ser encontrada en nuestro sitio de la red: www.tceq.texas.gov.

También se puede obtener información adicional del la Ciudad de Hondo (City of Hondo) a la dirección indicada arriba o

llamando a Michael Schmidt al 830-741-

protect are relevant to the group's purpose.

Following the close of all applicable comment and request periods, the Executive Director will forward the application and any requests for reconsideration or for a contested case hearing to the TCEQ Commissioners for their consideration at a scheduled Commission meeting.

The Commission may only grant a request for a contested case hearing on issues the requestor submitted in their timely comments that were not subsequently withdrawn. If a hearing is granted, the subject of a hearing will be limited to disputed issues of fact or mixed questions of fact and law relating to relevant and material water quality concerns submitted during the comment period. TCEQ may act on an application to renew a permit for discharge of wastewater without providing an opportunity for a contested case hearing if certain criteria are met.

MAILING LIST. If you submit public comments, a request for a contested case hearing or a reconsideration of the Executive Director's decision, you will be added to the mailing list for this specific application to receive future public notices mailed by the Office of the Chief Clerk. In addition, you may request to be placed on: (1) the permanent mailing list for a specific applicant name and permit number; and/or (2) the mailing list for a specific county. If you wish to be placed on the permanent and/or the county mailing list, clearly specify which list(s) and send your request to TCEQ Office of the Chief Clerk at the address below.

INFORMATION AVAILABLE ONLINE. For details about the status of the application, visit the Commissioners' Integrated Database at www.tceq.texas.gov/goto/cid. Search the database using the permit number for this application, which is provided at the top of this notice.

AGENCY CONTACTS AND INFORMATION. Public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComm ent/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address, and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from City of Hondo at the address stated above or by calling Mr. Michael Schmidt at 830-741-5077.

Issuance Date: November 22, 2019

Pub.: Dec. 5, 2019

NOTA DE EMISIÓN DE BONOS DE CREDITO

5077

Fecha de emisión el 22 de Noviembre,
2019.

Publ.: Dec. 5, 2019

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

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COUNTY OF MEDINA

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THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Medina County, Texas (the *County*), convened on the 19th day of December, 2019 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Chris Schuchart	County Judge
Tim Neuman	Commissioner, Place 1
Larry Sittre	Commissioner, Place 2
David Lynch	Commissioner, Place 3
Jerry Beck	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the *Order*) entitled:

ORDER UPON HEARING A PETITION TO CREATE REDBIRD RANCH
FRESH WATER SUPPLY DISTRICT NO. 2 OF MEDINA COUNTY;
ESTABLISHING REDBIRD RANCH FRESH WATER SUPPLY DISTRICT
NO. 2 OF MEDINA COUNTY AND DEFINING THE BOUNDARIES
THEREOF; AND CONTAINING OTHER PROVISIONS RELATING TO THE
SUBJECT

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Sittre that the Order be passed and adopted. The motion was seconded by Commissioner Neuman and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 19th day of December, 2019.



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Medina County, Texas

(SEAL OF COMMISSIONERS COURT)



Order No. 2019-12-19-1

**ORDER UPON HEARING A PETITION TO CREATE REDBIRD RANCH
FRESH WATER SUPPLY DISTRICT NO. 2 OF MEDINA COUNTY;
ESTABLISHING REDBIRD RANCH FRESH WATER SUPPLY DISTRICT
NO. 2 OF MEDINA COUNTY AND DEFINING THE BOUNDARIES
THEREOF; AND CONTAINING OTHER PROVISIONS RELATING TO
THE SUBJECT**

WHEREAS, there has, on November 21, 2019, been presented to the Commissioners Court of Medina County, Texas (the *Court*), a petition (hereinafter referred to as the *Petition*) requesting creation of a fresh water supply district to be known as Redbird Ranch Fresh Water Supply District No. 2 of Medina County (hereinafter referred to as the *District*), under the authority of Article XVI, Section 59, Texas Constitution and Chapter 53, Texas Water Code, as amended (*Chapter 53*), a copy of which Petition is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, upon presentation of the Petition, the Court, by resolution adopted on November 21, 2019, accepted the Petition and found the same to be administratively complete, ordered the conduct of a hearing (hereinafter referred to as the *Hearing*) before the Court concerning the Petition at 10:00 a.m. on December 19, 2019, which is a date that is 15 or more, but not more than 30 days from, the date of the Petition's presentation to the Court, and authorized the publication and posting of the time, date, location and subject matter of the Hearing; and

WHEREAS, upon such Hearing being convened, there was presented proper proof and evidence, consisting of affidavits of posting and publication, that notice of such Hearing had been provided in accordance with the applicable provisions of Chapter 53; and

WHEREAS, at the Hearing, the Court invited any interested person, or his attorney, to appear and contend for or contest the creation of the District and to offer testimony pertinent to any issue presented, and heard evidence on the Petition and all issues with respect to the creation of the District, including evidence concerning (i) if the Petition was signed by the persons who hold title to land in the proposed District that represents a total value of more than 50% of the value of all the land in the proposed District, as indicated by the appraisal roll of the Medina County Appraisal District; (ii) whether notice of the Hearing was properly given; (iii) whether the proposed improvements to be undertaken by the District are desirable, feasible, and practicable, and (iv) whether the proposed improvements to be undertaken by the District would represent a public utility and a public benefit and would be conducive to public health; and

WHEREAS, the proponents of the District and others offered evidence, both oral and documentary, in favor of all of the foregoing matters and the allegations in the Petition and the creation of the District; and

WHEREAS, the Hearing having been properly convened and, based upon the evidence and testimony thereat presented, this Court finds as follows:

- a. That the Petition is in proper form and was signed by persons who hold title to land in the proposed District that represents a total value of more than 50% of the value of all the land in the proposed District, as indicated by the appraisal roll of the Medina County Appraisal District, and was accompanied by a deposit of One Hundred and No/100 Dollars (\$100.00);
- b. That the Hearing was properly called, held and conducted and that notice of the Hearing was posted within the County and the proposed District;
- c. That this Court has jurisdiction to entertain the Petition and to hold and conduct hearings thereon and to enter upon the record and minutes of this Court its finding relative to the Hearing under the provisions of Chapter 53;
- d. That the allegations contained in the Petition are true and correct and the relief sought in the Petition should in all respects be granted;
- e. That creation of the proposed District and the development of the proposed improvements thereby are desirable, feasible and practicable and would be a public utility and a public benefit and would be conducive to public health; and
- f. That this meeting of the Court is open to the public and that proper notice has been given and posted as required by law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Medina County, Texas:

Section 1: The foregoing findings and judgments of this Court are hereby determined to be true, correct and complete and are hereby approved and adopted.

Section 2: The requests included within the Petition are in all respects granted.

Section 3: Redbird Ranch Fresh Water Supply District No. 2 of Medina County is hereby created and established, and the boundaries of such District are hereby defined as containing 269.550 acres of land, more or less, in Medina County, Texas, as more particularly described by metes and bounds in Exhibit A to the Petition (which description is hereby incorporated by reference for all purposes as if set forth in full herein).

Section 4: The following individuals are hereby appointed to serve as directors of the District, to serve as provided by law, and that each director shall be entitled to per diems not to exceed the maximum amount allowed by law:

1. Michael Kent
2. Aaron Parencia
3. Mike Wooten

4. Mellich Sykes
5. John Moake

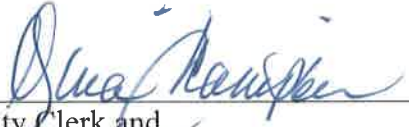
Section 5: That a copy of this Order and the findings and judgments of this Court relative to the hearing on the Petition to create Redbird Ranch Fresh Water Supply District No. 2 of Medina County, shall be recorded in the minutes of this Court and in the Official Records of Medina County, Texas.

* * * *

PASSED AND ADOPTED this 19th day of December, 2019.


Chris Schuchart, County Judge

ATTEST:


County Clerk and
Ex-Officio Clerk of the Commissioners
Court of Medina County, Texas



(SEAL)

Attachment:

Exhibit A – Petition for Creation

EXHIBIT A
PETITION FOR CREATION

See Tab No. 1

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

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COUNTY OF MEDINA

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THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Medina County, Texas (the *County*), convened on the 19th day of December, 2019 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Chris Schuchart	County Judge
Tim Neuman	Commissioner, Place 1
Larry Sittre	Commissioner, Place 2
David Lynch	Commissioner, Place 3
Jerry Beck	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: All Present, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the *Order*) entitled:

ORDER UPON HEARING A PETITION TO CREATE REDBIRD RANCH
FRESH WATER SUPPLY DISTRICT NO. 3 OF MEDINA COUNTY;
ESTABLISHING REDBIRD RANCH FRESH WATER SUPPLY DISTRICT
NO. 3 OF MEDINA COUNTY AND DEFINING THE BOUNDARIES
THEREOF; AND CONTAINING OTHER PROVISIONS RELATING TO THE
SUBJECT

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Larry Sittre that the Order be passed and adopted. The motion was seconded by Commissioner Tim Neuman and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 19th day of December, 2019.



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Medina County, Texas

(SEAL OF COMMISSIONERS COURT)



Order No. 2019-12-19-2

**ORDER UPON HEARING A PETITION TO CREATE REDBIRD RANCH
FRESH WATER SUPPLY DISTRICT NO. 3 OF MEDINA COUNTY;
ESTABLISHING REDBIRD RANCH FRESH WATER SUPPLY DISTRICT
NO. 3 OF MEDINA COUNTY AND DEFINING THE BOUNDARIES
THEREOF; AND CONTAINING OTHER PROVISIONS RELATING TO
THE SUBJECT**

WHEREAS, there has, on November 21, 2019, been presented to the Commissioners Court of Medina County, Texas (the *Court*), a petition (hereinafter referred to as the *Petition*) requesting creation of a fresh water supply district to be known as Redbird Ranch Fresh Water Supply District No. 2 of Medina County (hereinafter referred to as the *District*), under the authority of Article XVI, Section 59, Texas Constitution and Chapter 53, Texas Water Code, as amended (*Chapter 53*), a copy of which Petition is attached hereto as **Exhibit A** and is incorporated herein for all purposes; and

WHEREAS, upon presentation of the Petition, the Court, by resolution adopted on November 21, 2019, accepted the Petition and found the same to be administratively complete, ordered the conduct of a hearing (hereinafter referred to as the *Hearing*) before the Court concerning the Petition at 10:00 a.m. on December 19, 2019, which is a date that is 15 or more, but not more than 30 days from, the date of the Petition's presentation to the Court, and authorized the publication and posting of the time, date, location and subject matter of the Hearing; and

WHEREAS, upon such Hearing being convened, there was presented proper proof and evidence, consisting of affidavits of posting and publication, that notice of such Hearing had been provided in accordance with the applicable provisions of Chapter 53; and

WHEREAS, at the Hearing, the Court invited any interested person, or his attorney, to appear and contend for or contest the creation of the District and to offer testimony pertinent to any issue presented, and heard evidence on the Petition and all issues with respect to the creation of the District, including evidence concerning (i) if the Petition was signed by the persons who hold title to land in the proposed District that represents a total value of more than 50% of the value of all the land in the proposed District, as indicated by the appraisal roll of the Medina County Appraisal District; (ii) whether notice of the Hearing was properly given; (iii) whether the proposed improvements to be undertaken by the District are desirable, feasible, and practicable, and (iv) whether the proposed improvements to be undertaken by the District would represent a public utility and a public benefit and would be conducive to public health; and

WHEREAS, the proponents of the District and others offered evidence, both oral and documentary, in favor of all of the foregoing matters and the allegations in the Petition and the creation of the District; and

WHEREAS, the Hearing having been properly convened and, based upon the evidence and testimony thereat presented, this Court finds as follows:

- a. That the Petition is in proper form and was signed by persons who hold title to land in the proposed District that represents a total value of more than 50% of the value of all the land in the proposed District, as indicated by the appraisal roll of the Medina County Appraisal District, and was accompanied by a deposit of One Hundred and No/100 Dollars (\$100.00);
- b. That the Hearing was properly called, held and conducted and that notice of the Hearing was posted within the County and the proposed District;
- c. That this Court has jurisdiction to entertain the Petition and to hold and conduct hearings thereon and to enter upon the record and minutes of this Court its finding relative to the Hearing under the provisions of Chapter 53;
- d. That the allegations contained in the Petition are true and correct and the relief sought in the Petition should in all respects be granted;
- e. That creation of the proposed District and the development of the proposed improvements thereby are desirable, feasible and practicable and would be a public utility and a public benefit and would be conducive to public health; and
- f. That this meeting of the Court is open to the public and that proper notice has been given and posted as required by law.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the Commissioners Court of Medina County, Texas:

Section 1: The foregoing findings and judgments of this Court are hereby determined to be true, correct and complete and are hereby approved and adopted.

Section 2: The requests included within the Petition are in all respects granted.

Section 3: Redbird Ranch Fresh Water Supply District No. 3 of Medina County is hereby created and established, and the boundaries of such District are hereby defined as containing 453.427 acres of land, more or less, in Medina County, Texas, as more particularly described by metes and bounds in Exhibit A to the Petition (which description is hereby incorporated by reference for all purposes as if set forth in full herein).

Section 4: The following individuals are hereby appointed to serve as directors of the District, to serve as provided by law, and that each director shall be entitled to per diems not to exceed the maximum amount allowed by law:

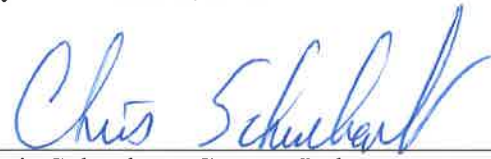
1. Payton Rion
2. George Pech
3. Truitt Priddy

4. Johnny Bernal
5. Trent Rush

Section 5: That a copy of this Order and the findings and judgments of this Court relative to the hearing on the Petition to create Redbird Ranch Fresh Water Supply District No. 3 of Medina County, shall be recorded in the minutes of this Court and in the Official Records of Medina County, Texas.

* * * *

PASSED AND ADOPTED this 19th day of December, 2019.



Chris Schuchart, County Judge

ATTEST:


County Clerk and
Ex Officio Clerk of the Commissioners
Court of Medina County, Texas

(SEAL)

Attachment:

Exhibit A – Petition for Creation

EXHIBIT A
PETITION FOR CREATION

See Tab No. 1

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

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§

COUNTY OF MEDINA

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THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Medina County, Texas (the *County*), convened on the 21st day of November, 2019 in regular session in the regular meeting place of the Court in the County Courthouse (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Chris Schuchart	County Judge
Tim Neuman	Commissioner, Place 1
Larry Sittre	Commissioner, Place 2
David Lynch	Commissioner, Place 3
Jerry Beck	Commissioner, Place 4

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached order (the *Order*) entitled:

AN ORDER OF MEDINA COUNTY, TEXAS ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM; AUTHORIZING THE COUNTY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RED BIRD LEGACY RANCH, LP PURSUANT TO SAID PROGRAM; AND ORDERING OTHER MATTERS IN CONNECTION THEREWITH

was introduced for the due consideration of the Court. After presentation and discussion of the Order, a motion was made by Commissioner Sittre that the Order be passed and adopted. The motion was seconded by Commissioner Lynch and carried by the following vote:

5 voted "For" 0 voted "Against" 0 "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Order is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Order would be considered; and the Meeting and deliberation of the aforesaid public business, was open to the public and written notice of said meeting including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 21st day of November, 2019.



County Clerk and Ex-Officio Clerk of the
Commissioners Court of Medina County, Texas

(SEAL OF COMMISSIONERS COURT)



ORDER NO. 2019-11-21-1

AN ORDER OF MEDINA COUNTY, TEXAS ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM; AUTHORIZING THE COUNTY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH RED BIRD LEGACY RANCH, LP PURSUANT TO SAID PROGRAM; AND ORDERING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Commissioners Court (the *Court*) of Medina County, Texas (the *County*) recognizes the importance of its continued role in local economic development and the protection of the health, safety, and welfare of its inhabitants; and

WHEREAS, article III, section 52-a of the Texas Constitution authorized the Legislature to provide for the creation of programs and the making of loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity; and

WHEREAS, pursuant to such constitutional authorization, the Legislature passed Chapter 381 of the Texas Local Government Code, as amended (*Chapter 381*), which authorizes counties to establish certain economic development programs; and

WHEREAS, pursuant to Chapter 381, the County seeks to enhance its economic development efforts by adopting policies and procedures for an economic development program attached to and incorporated herein for all purposes as Exhibit A (the *Economic Development Program*); and

WHEREAS, the County has determined that the Economic Development Program will promote economic development within the County; and

WHEREAS, the County deems the creation of the Economic Development Program to be in the public's best interest; and

WHEREAS, Red Bird Legacy Ranch, LP (the *Developer*) owns approximately 1,019.6 acres of real property located at the northwest intersection of the proposed State Highway 211 northbound expansion and Potranco Road (the *Redbird Property*), which the Developer intends to develop or cause to be developed as a master-planned, mixed-use community to be known as "Redbird Ranch"; and

WHEREAS, approximately 722.98 acres of the Redbird Property is located within the boundaries of the County (such portion of the Redbird Property, the *County Redbird Property*); and

WHEREAS, the Developer intends to develop the County Redbird Property for commercial, single- and multi-family residential uses, to include associated infrastructure and other public improvements (the *Project*); and

WHEREAS, the Developer has agreed, in exchange and as consideration for certain incentives from the County, to comply with certain terms and conditions regarding the Project's

development, as more fully described in the Chapter 381 Agreement between the County and the Developer attached to and incorporated herein for all purposes as Exhibit B (the *Agreement*); and

WHEREAS, the Project shall be developed in accordance with the Agreement and its Exhibits, each as attached thereto and incorporated therein for all purposes;

WHEREAS, the County has determined that the County Redbird Property's development pursuant to the Agreement will benefit the County by, among other things, expanding the County's property and sales tax, property tax creating additional housing and commercial opportunities for County residents, and providing the County with a manner for acquiring and providing additional and necessary public transportation infrastructure; and

WHEREAS, the County has determined that the financial incentives provided to the Developer pursuant to the Agreement and more particularly defined therein as Grants are made in accordance with and pursuant to the Economic Development Program; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF MEDINA COUNTY, TEXAS:

SECTION 1: The Court establishes the Economic Development Program under the provisions of Chapter 381 in the form attached hereto as Exhibit A.

SECTION 2: The Court approves the Agreement in the form attached hereto as Exhibit B, and the Court authorizes the County Judge to execute and enter into the Agreement on behalf of and as the act and deed of the County for all purposes.

SECTION 3: The County hereby creates and establishes, and authorizes the County Auditor, the County Treasurer, or such other County official or employee as may be designated by the County Judge (each, a *County Financial Official*), on behalf and as the act and deed of the County, to take such action as may be necessary to effectuate such creation and establishment with an authorized depository bank of the County, the Grant Proceeds Collection Account identified in the Agreement.

The foregoing Grant Proceeds Collection Account shall be maintained at a depository bank of the County for so long as required for the County's compliance with its obligations relative to such Account under the Agreement. Each County Financial Official is hereby authorized and directed to periodically deposit, in the amounts and at the times, to the applicable Grant Proceeds Collection Account established above from the specified County revenues, all as described in Agreement. To satisfy the County's obligations under the Agreement when and as due, the County Financial Official is hereby authorized and directed to make withdrawals from the Grant Proceeds Collection Account to pay Grants. Any requisite withdrawal from this Account shall be subject to and limited by the amount of money at such time held therein. For purposes of its paying requisite amounts under the Agreement, withdrawals from the Grant Proceeds Collection Account herein created may be made directly to the Developer or transferred to another account from which such payment shall be made.

SECTION 4: The Agreement describes the County's making Grants to the Developer contingent upon the Developer's performing its obligations thereunder. The County hereby finds

and determines that its making Grants as described in the Agreement is consistent and compliant with the terms of the Economic Development Program and, in furtherance of such finding and determination, hereby makes Grants, as described and conditioned in the Agreement, in favor of the Developer pursuant to and under the Economic Development Program.

SECTION 5: Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Agreement.

SECTION 6: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Court.

SECTION 7: All Orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters resolved herein.

SECTION 8: This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 9: If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and this Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 10: It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 11: This Order shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED AND ADOPTED on the 21st day of November, 2019.

MEDINA COUNTY, TEXAS


County Judge

ATTEST:


County Clerk and Ex-Officio
Clerk of the Commissioners Court



(SEAL OF COMMISSIONERS COURT)

EXHIBIT A

MEDINA COUNTY, TEXAS
ECONOMIC DEVELOPMENT PROGRAM
UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 381

**MEDINA COUNTY, TEXAS
ECONOMIC DEVELOPMENT PROGRAM
UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 381**

The Commissioners Court (the *Court*) of Medina County, Texas (the *County*) is committed to the promotion of quality development in all parts of the County and to an ongoing improvement in the quality of life for its citizens. Insofar as these objectives are generally served by the enhancement and expansion of the local economy, the County will give consideration to providing incentives as a stimulation for economic development and development with criteria and guidelines that are in excess of the criteria and guidelines otherwise required by applicable law in the County. It is the policy of the County that said consideration will be provided in accordance with the guidelines, procedures and criteria outlined herein (the *Economic Development Program*); provided, however, that nothing herein specified shall imply or suggest that the County is under obligation to provide any incentive to any applicant. All parties submitting applications pursuant hereto and compliant herewith shall be considered by the County on a case-by-case basis. This Economic Development Program is established for making loans and grants of public money and providing County personnel and services to promote local economic development and to stimulate business and commercial activity in the County under and pursuant to Chapter 381 of the Texas Local Government Code, as amended (*Chapter 381*).

**SECTION I
ECONOMIC INCENTIVES**

The economic incentives listed below are illustrative only. The County may offer a combination of some or all of the examples below based upon specific projects.

- (a) Sales tax reimbursement.
- (b) Property tax reimbursement.
- (c) Property tax abatement.
- (d) Waiver or rebate of permit, license, impact and other fees.
- (e) Loans.
- (f) Grants.

**SECTION II
APPLICATION PROCEDURE**

- (a) Who May Apply. Any present or potential owner or lessee of taxable property in the County (each, an *Applicant*) may submit an application (an *Application*), whether in writing or verbal (so long as, if verbal, the pertinent application provisions are memorialized in a hereinafter-defined Agreement), for economic incentives conforming to the requirements herein. Economic incentives, if granted, shall be memorialized in the form of a written agreement (an *Agreement*) entered

into between the County and the Applicant and minimally including provisions consistent with the requirements of this Economic Development Program.

- (b) Eligible Property. Economic incentives may be granted for the following property:
- (1) new expanded or modernized buildings and structures, machinery and equipment, and site improvements;
 - (2) residential, commercial, industrial, and mixed use development with development restrictions that are more restrictive than would otherwise be required under applicable law;
 - (3) delivery of necessary or enhanced public infrastructure;
 - (4) other tangible items necessary to the operation and administration of the property or project; and
 - (5) all other real and tangible personal property permitted by Chapter 381.
- (c) Ineligible Property. The following type of property is explicitly ineligible for receipt of economic incentives:
- (1) Tangible personal property located on the real property at any time before the period covered by the agreement providing for economic incentives; and
 - (2) Property that is owned or leased by a member of the Court.
- (d) Grant and Abatement Limits. Taxes on real property may be abated or be used as the source of grants only to the extent the property's value for a given year exceeds its value for the year in which the applicable Agreement is executed. Abatement or the source of payment of grants shall only be available for ad valorem taxes levied by the County for purposes other than payment of debt service on its indebtedness.
- (e) Application Provisions. Any Application shall minimally include the following information:
- (1) information showing how the property or project meets the requirements of the criteria outlined in Section III of this Economic Development Program;
 - (2) a map and description of the property or project;
 - (3) a time schedule for completing the property or project;
 - (4) the estimated taxable value or range of values of the property or project; and
 - (5) Applicant's basic financial information that is sufficiently comprehensive to enable the Court's evaluation of the Applicant's financial capacity and

ability to accomplish the proposed project that is the subject of the Application.

- (f) Agreement Costs. If an Application is approved, the County costs of negotiating and entering into an Agreement are the responsibility of and shall be paid by the Applicant at the time the Applicant and the County enter into an Agreement.
- (g) Consideration of Application. An Applicant shall submit a completed Application to the Office of the County Judge, who shall present the application to the Court for its consideration. The Court, in its sole discretion, shall decide whether to approve or deny an Application.
- (h) Application Approval; Agreement Execution. If the Court determines that an Application has met the specifications of these Guidelines and Criteria and that endowment of economic incentives and entry into an Agreement is in the best interests of the County and its residents, the Court shall instruct County staff and consultants to commence negotiation of an Agreement for presentation to and consideration by the Court at a future meeting (which shall occur as expeditiously as practicable).

At the regular meeting of the Court may, by resolution or order, authorize the County's entering into an Agreement and direct the County to execute the presented and approved Agreement as the act and deed, on behalf of, and for the benefit of the County.

- (i) Denial of Application. If the Court denies or declines an Application, or finds the Application deficient of the requirements of this Economic Development Program or applicable law, it shall do so by vote at a regular meeting. A failure to receive motion or a second to any motion to consider a denial or decline of an Application shall serve as constructive action evidencing the Court's intent to deny or decline a presented Application.
- (j) Confidentiality. To the extent applicable by law, information that is provided to the County in connection with an Application or request for economic incentives under Chapter 381 and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which economic incentives are sought is confidential and not subject to public disclosure until execution of an Agreement.
- (k) Effect of Error or Variance with Application Procedure. Except where not allowed by applicable Texas law, the County may waive Application procedures or grant procedural variances to this Economic Development Program as deemed appropriate.

SECTION III
CRITERIA FOR AUTHORIZING ECONOMIC INCENTIVES

- (a) Minimum Requirements. To bestow economic incentives and enter into an Agreement, the Court must find by majority vote that the Applicant's property or project would promote local economic development and stimulate business and commercial activity in the County.
- (b) Criteria. In determining whether to bestow economic incentives and enter into an Agreement, the Court shall consider the following factors (among any others the Court deems appropriate in connection with its consideration of any Application):
 - (1) the current value of land and existing improvements, if any;
 - (2) the type, value, and purpose of proposed improvements, if any;
 - (3) the productive life of proposed improvements, if any;
 - (4) the impact of proposed improvements and any other proposed expenditures on existing jobs;
 - (5) the number and type of new jobs, if any, to be created by proposed improvements and expenditures;
 - (6) any costs to be incurred by the County, if any, to provide facilities or services directly resulting from the new improvements;
 - (7) the types and values of public improvements and infrastructure, if any, to be made by the Applicant;
 - (8) an estimate of the amount of ad valorem property taxes and sales and use taxes to be paid to the County after expiration of the proposed Agreement;
 - (9) the impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any;
 - (10) whether the Applicant's proposed facility or improvement or modernization is an industry which is new to the County; and
 - (11) the impact upon the County's infrastructure (including the use of County services).

SECTION IV
FORMAT FOR AGREEMENT

- (a) Required Provisions. If the Court makes findings consistent with the requirements and criteria of Section II herein, it may execute an Agreement with the Applicant. Any Agreement shall include at least the following provisions:

- (1) the kind, number and location of all proposed improvements of the property or project;
 - (2) provisions allowing for reasonable access to the property or project for initial and intermittent inspection purposes by County employees or designated representatives to ensure improvements are made in compliance with the agreement;
 - (3) provisions limiting the use of the property or project consistent with the general purpose of encouraging development or redevelopment of the area during the period of the abatement;
 - (4) provisions for recapturing property tax revenue lost, net of any payments in lieu of taxation actually paid by the owner, as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided in the Agreement;
 - (5) each term agreed to by the recipient of the economic incentives;
 - (6) if a tax abatement is bestowed, a requirement that the abatement recipient certify its compliance with the Agreement annually to each taxing unit that is party to the agreement;
 - (7) if a tax abatement is bestowed, a provision that the abatement shall only relate to ad valorem taxes levied for purposes other than payment of debt service on County indebtedness; and
 - (8) provisions allowing the County to cancel or modify the Agreement if the recipient fails to comply with the Agreement.
- (b) Optional Provisions. An Agreement may also contain any or all of the following items, in addition to any others deemed appropriate by the Court:
- (1) the estimated taxable value or range of values for which taxes are to be abated;
 - (2) the percent of value to be abated each year;
 - (3) the commencement and termination dates of the abatement;
 - (4) the proposed use of the property;
 - (5) a time schedule, map, and property description;
 - (6) contractual obligations in the event of default or violation of terms or conditions;

- (7) the size of investment and number of temporary and permanent jobs involved, if any; and
- (8) provisions for dispute resolution.
- (c) Duration and portion of abatement, if any. A tax abatement agreement granted by the Court shall be limited to the taxes generated within the subject development, up to, but not exceeding, any duration as permitted under applicable law and up to, but not exceeding, one hundred percent (100%) of County ad valorem property taxes levied for purposes other than payment of debt service on County indebtedness, and up to one hundred percent (100%) of County sales taxes imposed and collected within a proposed development. At any time before the expiration of an Agreement, the parties thereto may agree to modify such Agreement (in which case the same procedural prerequisites for original approval of the Agreement apply to modification of such Agreement)
- (d) Grants. The County is authorized to approve, as part of an Agreement, Grants to the extent and in the manner determined by the Court (as authorized by its approval of an Agreement that includes a grant component) to be in the best interests of the residents of the County and that is otherwise compliant with the provisions of this Economic Development Program.

SECTION V GENERAL PROVISIONS

- (a) This Economic Development Program in no way requires the County to enter into any specific Agreement. The County maintains the discretion to reject any Application as it deems appropriate.
- (b) The County intends to administer this Program through its personnel and consultants, but may contract with the federal government, the state, a political subdivision of the state, a nonprofit organization, or any other entity for the administration of a program as authorized by Chapter 381.
- (c) To the extent permitted by Chapter 381, the County may accept contributions, gifts, or other resources to develop and administer this Program.

SECTION VI SUNSET AND AMENDMENT OF GUIDELINES AND CRITERIA

These guidelines and criteria are effective upon the date of their adoption and will remain in force until the earlier to occur of their modification or the second anniversary of their adoption by the Court.

* * * *

EXHIBIT A

MEDINA COUNTY, TEXAS
ECONOMIC DEVELOPMENT PROGRAM
UNDER TEXAS LOCAL GOVERNMENT CODE CHAPTER 381

EXHIBIT B

CHAPTER 381 AGREEMENT
BETWEEN
MEDINA COUNTY, TEXAS AND RED BIRD LEGACY RANCH, LP

See Tab No. 6

FILED AND RECORDED

Instrument Number: 2019009713

Filing and Recording Date: 12/19/2019 10:24:20 AM Pages: 39 Recording Fee: \$174.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the PUBLIC RECORDS of Medina County, Texas.



A handwritten signature in cursive script that reads "Gina Champion".

Gina Champion, County Clerk
Medina County, Texas

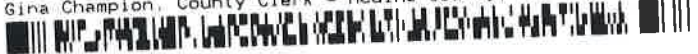
Filed By Leeann Quintanilla Deputy

STATE OF TEXAS

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COUNTY OF MEDINA

2019009713 AG
12/19/2019 10:24:20 AM Total Pages: 39 Fee: 174.00
Gina Champion, County Clerk - Medina County, TX



**CHAPTER 381 AGREEMENT
BETWEEN**

MEDINA COUNTY, TEXAS AND RED BIRD LEGACY RANCH, LP

This Development Agreement (this "Agreement") is entered into by and between Medina County, Texas, a political subdivision of the State of Texas (the "County"), and Red Bird Legacy Ranch, LP, a Texas limited partnership (including its successors, transfers, and assigns, the "Developer"), and is effective as of the Effective Date for the duration of the Term. The County and the Developer are individually referred to herein as a "Party" and, together, as the "Parties".

RECITALS

WHEREAS, the Developer owns approximately 1,019.6 acres of land located at the northwest intersection of the proposed State Highway 211 northbound expansion and Potranco Road (as more particularly described in **Exhibit "A"**, attached hereto and incorporated herein by reference, the "Redbird Property"), which the Developer intends to develop or cause to be developed a master-planned, mixed-use community to be known as "Redbird Ranch"; and

WHEREAS, as further identified in **Exhibit "A"** hereto, approximately 722.98 acres of the Redbird Property is located within the boundaries of the County (such portion of the Redbird Property, the "County Redbird Property"); and

WHEREAS, the County Redbird Property is located within the extraterritorial jurisdiction of the City of San Antonio, Texas (the "City"), as it exists as of the Effective Date; and

WHEREAS, the County Redbird Property is not located in any other municipality's corporate limits or extraterritorial jurisdiction; and

WHEREAS, the County Redbird Property is subject to the terms of that certain *Agreement Regarding the Summit at Redbird Ranch*, effective as of November 18, 2014, between the County and McCombs Enterprises, Inc. (the "Settlement Agreement") and pursuant to which the County recognized certain vested rights concerning high density development of the County Redbird Property claimed by its owners in exchange for certain heightened development standards to be applicable to the development of the County Redbird Property; and

WHEREAS, the County and the City have entered into that certain *Second Amended and Restated City-County Interlocal Agreement for Platting in ETJ of San Antonio*, dated and effective as of October 22, 2015 (a copy of which is attached hereto as **Exhibit "B"**, the "City-County Interlocal"), pursuant to and in accordance with Chapter 791, as amended, Texas Government Code and Chapter 242, as amended Texas Local Government Code and under which aspects of development of the County Redbird Property, as modified by the Settlement Agreement, are subject; and



County



Developer

WHEREAS, the Developer, on November 21, 2019, submitted a petition (the “County Petition”) to the County concerning the creation of two (2) fresh water supply districts pursuant to Article XVI, Section 59 of the Texas Constitution and applicable provisions of the Texas Water Code (including Chapters 49, 51, and 53 thereof) (collectively, the “Districts,” or in the singular as “District”), which Districts will encompass the entirety of the entirety of the County Redbird Property (the boundaries of which Districts are evidenced in **Exhibit “C”** hereto); and

WHEREAS, on November 21, 2019, the County Commissioners Court (the “Court”) accepted the County Petition, determined the same to be administratively complete, and authorized the posting and publication of notices of a public hearing concerning the County’s consent to creation of the Districts; and

WHEREAS, the Developer, on anticipates submitting to the City a petition seeking release of the Redbird Property, including the County Redbird Property, from the City ETJ, which release will alleviate the City’s consent as a condition precedent to creation of the Districts (as would otherwise be required pursuant to Section 42.042, as amended, Texas Local Government Code); and

WHEREAS, the release of the County Redbird Property from the City ETJ will result in the County Redbird Property no longer being subject to the terms of the City-County Interlocal; and

WHEREAS, the Developer has represented to the County that the cost of public infrastructure and improvements needed to develop the County Development Property in the manner intended necessitates the creation of the Districts and the imposition and collection of an ad valorem tax for payment of operations and maintenance expenses and debt service on District evidences of indebtedness issued to finance the costs of capital expenditures that qualify as Public Improvements, Public Infrastructure, or Galm Road Improvements hereunder; and

WHEREAS, with respect to its development of the County Redbird Property, the Developer has requested that the County (i) consent to the creation of the Districts and (ii) participate in cost sharing, in the form of grants to be made from a limited source of revenue identified herein, for certain improvements to Galm Road, which traverses in and through the County Redbird Property, that are in excess of Galm Road improvements that are required to accommodate the direct traffic impact of the Redbird Ranch development but that have been determined by the County to be important and beneficial thereto; and

WHEREAS, in exchange for the County’s consent to these Developer requests, the Developer has agreed to heightened development standards, as herein specified, regarding development of the County Redbird Property, to apply the terms (except to the extent herein specifically modified) of the City-County Interlocal to the County Redbird Property regardless of the application of the City-County Interlocal to such property pursuant to its terms, to discharge the application of the Settlement Agreement to the County Redbird Property, and to construct and pay for the Galm Road improvements, as herein described, and to accept the duties and responsibilities related to each of the foregoing that are herein specified; and

WHEREAS, the County has determined that development of the County Redbird Property in accordance with the terms of this Agreement will benefit the County by, among other things, expanding the County's roadway system, property tax base, sales and use tax base, creating additional housing and commercial opportunities for County residents, and further establishing standards for development within the County; and

WHEREAS, this Agreement is an agreement emanating from and entered into in furtherance of the Economic Development Program established by the Court in the Authorizing Order; and

WHEREAS, the County and the Developer agree that the provisions of this Agreement substantially advance legitimate County interests by expanding the County's roadway system, property tax base, sales and use tax base, creating additional housing and commercial opportunities for County residents, and further establishing standards for development within the County; and

WHEREAS, the Court has, in the Authorizing Order, found that development of the County Redbird Property in compliance with this Agreement will serve a public purpose and benefit the economy of the County and is in the best interests of the residents of the County; and

NOW, THEREFORE, for and in consideration of the above stated recitals, which are made a part of this Agreement for all purposes, the benefits described below, and the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby contract, covenant, and agree as follows:

ARTICLE 1 DEFINED TERMS

1.01 Construction of Terms. All terms and phrases defined herein shall have the meanings and definitions ascribed thereto. Terms that have well known technical, municipal, or construction or development industry meanings are used in accordance with such recognized meanings, unless otherwise defined herein or unless the context clearly indicates a different meaning. If appropriate in the context of this Agreement, words of the singular shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

1.02 Definition of Certain Terms. The following terms used in this Agreement have the meaning ascribed thereto:

"Affidavit of Payment" means an affidavit of payment from any contractor, subcontractor, material supplier, and/or laborer that has provided goods and/or services in relation to any Public Improvement or Public Infrastructure and that is the subject of a Developer's Reimbursement Request submitted by Developer to the City in accordance with Section 4.05 hereof.

"Agreement" has the meaning ascribed thereto in the initial paragraph hereof.

"Applicable Law" means (i) all applicable common law and principles of equity and (ii) all applicable provisions of all (1) constitutions, statutes, rules, regulations and orders of all

governmental and non-governmental bodies having jurisdiction over the County, the Developer, or the County Redbird Property, (2) Governing Regulations, and (3) orders, decisions, judgments and decrees of all courts (whether at law or in equity) and arbitrators. Whenever the Applicable Law of a particular jurisdiction is referred to in this Agreement, such reference shall be deemed to include the Applicable Law of all political subdivisions of such jurisdiction.

“Approved Plats” means final plats for portions of the Property that are approved, from time to time, by an Approving Party in accordance with the Governing Regulations.

“Approving Party” means the party charged with approving plats and inspecting construction, pursuant to Section 3.02(a)(i), (ii) or (iii) hereof.

“Article VI of Chapter 34” means Article VI, entitled *Water Quality Control and Pollution Prevention*, of Chapter 34 of the City’s Code of Ordinances, as the same shall be amended from time to time by the City Council of the City, and any succeeding ordinance, rule, or regulation thereto.

“Authorizing Order” means County Order No. 11-21-2019-1 adopted by the Court on November 21, 2019, which Order authorizes the County’s entering into this Agreement, establishes the Economic Development Program and authorizes other matters necessary or incidental to the foregoing, all in accordance with Chapter 381.

“Bankruptcy Event” means (a) commencement of an involuntary proceeding or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Developer or of a substantial part of the assets of the Developer under any insolvency or debtor relief law or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Developer or a substantial part of the Developer’s assets and, in any case referred to in the foregoing clauses (i) and (ii), such proceeding or petition shall continue undismissed for sixty (60) days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Developer shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Developer or for a substantial part of the Developer’s assets, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (b)(i) of this definition, or (v) commence a voluntary proceeding under any insolvency or debtor relief law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any insolvency debtor relief law, or (i) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing clauses (i) through (v), inclusive, of this part (b), and, in any case referred to in the foregoing clauses (i) through (v), such action has not been cured within twenty (20) days thereafter.

“Chapter 42” means Chapter 42, as amended, Texas Local Government Code.

“Chapter 245” means Chapter 245, as amended, Texas Local Government Code.

“Chapter 381” means Chapter 381, as amended, Texas Local Government Code.

“Chapter 2258” means Chapter 2258, as amended, Texas Government Code.

“City” has the meaning ascribed thereto in the recitals hereof.

“City Council” means the City Council of the City, as its governing body.

“City-County Interlocal” has the meaning ascribed thereto in the recitals hereof.

“City ETJ” means, as determined under Chapter 42, the unincorporated area that is contiguous to the corporate boundaries of the City and that is located within five miles of those boundaries.

“City ETJ Regulations” means all rules, regulations, and ordinances of the City and other Applicable Law in effect as of the Effective Date and that has application to the County Redbird Property as a result of its inclusion within the City ETJ.

“Collector Street” has the meaning ascribed to the term “Street, collector” in Appendix A to UDC, built in accordance with the provisions of Sections 35-501, 35-502, and 35-506, respectively, of the UDC.

“County” has the meaning ascribed thereto in the initial paragraph hereof.

“County Ad Valorem Taxes” means seventy percent (70%) of the County revenues derived from those annual ad valorem taxes thereby levied upon the County Redbird Property Incremental Value for all purposes, other than payment of debt service (also known as the interest and sinking fund tax), during the Term and collected by the County through the Reimbursement Period.

“County Galm Road Right of Way” means that certain right-of-way that is forty feet (40') wide, and that is owned by the County, as generally identified in **Exhibit “D”** hereto as the “County Galm Road Right-of-Way”.

“County Petition” has the meaning ascribed thereto in the recitals hereof.

“County Redbird Property” has the meaning ascribed thereto in the recitals hereof.

“County Redbird Property Base Value” means the appraised value of the County Redbird Property as of January 1, 2019.

“County Redbird Property Incremental Value” means the appraised value of the County Redbird Property as of January 1 of each year, beginning in 2020 and continuing for the duration of the Term, that is in excess of the County Redbird Property Base Value.

“County Regulations” means County rules and regulations concerning subdivision and development of property located within the County and having application to parcels that are subject to the provisions of the City-County Interlocal, as specified and provided in the City-County Interlocal.

“Court” has the meaning ascribed thereto in the recitals hereof.

“Developer” has the meaning ascribed thereto in the initial paragraph hereof.

“Developer Right of Way” means that certain right-of-way that is twenty feet (20') wide, and that is owned by the Developer, as generally identified in **Exhibit “D”** hereto as the “Developer Wurzbach Road Right-of-Way”.

“Developer’s Reimbursement Request” means a Grant Installment payment request made by Developer for Extraordinary Galm Road Improvements Costs incurred, which request shall be in the form attached hereto as **Exhibit “E”** and shall include the requirements specified in Section 4.05 hereof.

“District” or “Districts” has the meaning ascribed thereto in the recitals hereof.

“DR Horton” means Continental Homes of Texas, L.P., a Texas limited partnership, doing business as D.R. Horton ~ America’s Builder, or an entity affiliated with, under common control with, or controlled by DR Horton, or a DR Horton-affiliated land banking entity (including Forestar Group Inc. and Walton Group).

“Economic Development Program” means a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City, as authorized by and in compliance with Article III, Section 52-a of the Texas Constitution and Section 381.004, as amended, Texas Local Government Code, as established by the Authorizing Order and pursuant to which the Grants are made.

“Effective Date” means November 21, 2019.

“Extraordinary Galm Road Improvements” means (i) the right-of-way improvements required to cause that portion of the proposed Galm Road that is inside the boundaries of the County Redbird Property to be a Secondary Arterial; Type A, above and beyond the right-of-way improvements required to cause such portion of Galm Road to be a Collector Street and (ii) the improvements by Developer or caused by Developer in acquiring, designing, developing, and constructing the right-of-way improvements to that portion of the proposed Galm Road that is outside of the boundaries of the County Redbird Property, which roadway will be constructed to the standard of a Secondary Arterial; Type A.

“Extraordinary Galm Road Improvements Costs” means the actual costs incurred for designing, developing, and constructing the Extraordinary Galm Road Improvements, including right-of-way acquisition (not to include any costs associated with the conveyance to the developer of the County Galm Road Right of Way pursuant to Section 3.04 hereof), being the total cost of the Galm Road Improvements less the Ordinary Galm Road Improvements Costs.

“Final Grant Installment Payment Date” means the date that is the earlier to occur of (i) the Grant Installment Payment Date that is the last day of the Reimbursement Period and (ii) the regularly scheduled Grant Installment Payment Date upon which the aggregate amount of all Grant Installments paid to Developer under this Agreement totals the Maximum Disbursement Amount.

"Force Majeure" means the occurrence of war, act of terrorism, acts of God, civil commotion, fire, severe flood, hurricane, tornado, explosion, court order, or change in legal requirements applicable to the Project other than those in existence as of the Effective Date, but only to the extent that such events or circumstances delay development of the County Redbird Property in the manner herein contemplated by the Developer or otherwise make Developer's development of the County Redbird Property in the manner herein contemplated impracticable or impossible, in Developer's commercially reasonable judgement, after taking reasonable steps to mitigate the effects thereof.

"Form 1295" has the meaning ascribed thereto in Section 8.03(l) hereof.

"Galm Road" means that segment of Galm Road, located in the County, and beginning, in the southwest, at Potranco Road and concluding, in the northeast, at the proposed extension of State Highway 211, as further identified in **Exhibit "D"** hereto.

"Galm Road Improvements" means, together, the Ordinary Galm Road Improvements and the Extraordinary Galm Road Improvements.

"Governing Regulations" has the meaning ascribed thereto in Section 3.01(c) hereof.

"Grant Installment" has the meaning ascribed thereto in Section 4.04 hereof.

"Grant Installment Payment Date" means (i) March 1st, June 1st, September 1st, and December 1st of each year, commencing on the first such payment date to occur after the Developer has submitted the initial Developer's Reimbursement Request pursuant to Section 4.05 hereof and (ii) the last day of the Reimbursement Period.

"Grant Proceeds Collection Account" means the "Medina County, Texas Redbird Ranch Development Grant Proceeds Collection Account" established, created, and required to be maintained by the County pursuant to the Authorizing Order.

"Grants" means grants made by the County pursuant to Article 4 of this Agreement.

"Indemnified Parties" has the meaning ascribed thereto in Article 9 hereof.

"Large Lots" has the meaning ascribed thereto in Section 3.03(d) hereof.

"Maximum Disbursement Amount" means the lesser of (i) the Extraordinary Galm Road Improvements Costs and (ii) SEVEN MILLION AND NO/100 DOLLARS (\$7,000,000), being the maximum dollar amount of Grants that Developer is eligible to receive hereunder.

"MDP" means the Master Development Plan, attached hereto as **Exhibit "F"**, applicable to the Redbird Property that has been approved by the City and which encompasses the development of the County Redbird Property.

“Military Lighting Rules” means Section 35-339.04 of the City’s Code of Ordinances, as the same shall be amended from time to time by the City Council, and any succeeding ordinance, rule, or regulation thereto.

“MTP” means the City’s Major Thoroughfare Plan, as the same shall be amended from time to time by the City Council, and any succeeding ordinance, rule, or regulation thereto.

“MVISD” has the meaning ascribed thereto in Section 3.05 hereof.

“Ordinary Galm Road Improvements” means the right-of-way improvements required to cause those portions of Galm Road located within the County Redbird Property to be a Collector Street.

“Ordinary Galm Road Improvement Costs” means the actual costs incurred for designing, developing, and constructing the Ordinary Galm Road Improvements, including right-of-way acquisition.

“Party” or “Parties” has the meaning ascribed thereto in the initial paragraph hereof.

“Project” means the master-planned, mixed-use development of the County Redbird Property that is expected to encompass single-family, multi-family, and commercial development, associated parking and access roads, Public Infrastructure, Public Improvements, the Galm Road Improvements, and various private amenities (available to residents of the homes that are a part of the Project), all as generally described in the MDP.

“Public Improvements” means sidewalks, parks, open space, and other improvements located with the County Redbird Property and that are accessible and to be enjoyed by the general public.

“Public Infrastructure” means the streets and roadway improvements, water, sewer, drainage (including stormwater drainage) and other public infrastructure necessary or incidental to serve the County Redbird Property, as anticipated to be developed pursuant to the MDP.

“Public Open Space” means the approximately 137 acres of open space/park space within the County Redbird Property and within and adjacent to the planned single-family developments, as reflected in the MDP.

“Redbird Property” has the meaning ascribed thereto in the recitals hereof.

“Reimbursement Period” means the period of time during which the County collects County Ad Valorem Taxes that are subject to the County’s obligation to make, and the source of the County’s payment of, Grants, which period of time includes the Term and the remainder of the calendar year of the year in which occurs the Termination Date.

“Secondary Arterial; Type A” has the meaning ascribed thereto in the UDC, built in accordance with the provisions of Sections 35-501, 35-502, and 35-506, respectively, of the UDC, except that the minimum right-of-way shall be one hundred twenty feet (120’) in width.

"Settlement Agreement" has the meaning ascribed thereto in the recitals hereof.

"Small Lots" has the meaning ascribed thereto in Section 3.03(d) hereof.

"State" shall mean the State of Texas.

"Term" means the period of time beginning on the Effective Date and ending on the Termination Date.

"Termination Date" means the date that is the first to occur of (i) twenty-five (25) years after the Effective Date; (ii) the County Redbird Property is annexed for full purpose by the City; and (iii) the duties and obligations arising hereunder of each of the Parties hereto have been fully satisfied, the same having been acknowledged, in writing, by each Party, acting in favor of the other Party; provided, however, that, notwithstanding the foregoing, the Termination Date shall mean the date that is the first (1st) anniversary of the Effective Date if, by such first (1st) anniversary, the Developer has not delivered to the County (i) evidence, the adequacy of which shall be determined by the County in its sole, but reasonable, discretion, that the County Redbird Property has been re-annexed into the City ETJ (making its development subject to the City-County Interlocal (as modified by the terms of this Agreement) or (ii) an agreement of the type described in Section 3.02(a)(i)(2), Section 3.02(a)(ii), or Section 3.02(a)(iii) hereof, approved by the County pursuant to Section 3.02(b) hereof.

"Tree Ordinance" means the ordinance attached hereto as **Exhibit "G"** and incorporated herein by reference.

"TxDOT" means the Texas Department of Transportation.

"UDC" means the City's Unified Development Code, as from time to time amended by the City Council.

ARTICLE 2 AUTHORITY AND TERM

2.01 Authority. The County enters into this Agreement pursuant to the authority granted thereto under the Constitution and general laws of the State of Texas, including (particularly) Article III, Section 52-a of the Texas Constitution and Chapter 381, the Authorizing Order, and the Economic Development Program. The Developer enters into this Agreement pursuant to its general corporate powers.

2.02 Term. This Agreement shall become effective and enforceable on the Effective Date and shall continue through the Termination Date. If the Termination Date is the date specified in Clauses (i) or (ii) of the definition of such term given in Section 1.02 hereof or the proviso included in such definition, then this Agreement shall terminate notwithstanding the County's not having paid to Developer the Maximum Disbursement Amount (or that such payment in full is not expected to be made through conclusion of the Reimbursement Period). Notwithstanding anything to the contrary, this Agreement may be extended by mutual agreement of the Parties.

2.03 Termination of Settlement Agreement. The Parties hereby agree to terminate the Settlement Agreement and acknowledge that this Agreement, to the extent applicable, supersedes and replaces the terms and provisions of the Settlement Agreement.

ARTICLE 3 PROJECT DEVELOPMENT, TIMING AND STANDARDS

3.01 Project Development.

(a) Generally. The Developer shall cause the development of the County Redbird Property in accordance with the MDP and subject to application of the other Governing Regulations.

(b) Project Commencement. Subject to its representations, warranties, and covenants made in Section 8.03 hereof, the timing and sequencing of Project development will be based on market demand and conditions and will be completed as and when Developer determines it to be economically feasible; provided, however, that development of the Galm Road Improvements shall be subject to the additional requirements specified in Section 3.03(e)(ii) hereof.

(c) Governing Regulations. Except as specifically provided in this Agreement, all Property development shall, to the extent not superseded by Applicable Law, be governed solely by the following regulations (together, the "Governing Regulations"):

- (i) this Agreement;
- (ii) the County Regulations;
- (iii) the MDP;
- (iv) the MTP;
- (v) the UDC;
- (vi) Article VI of Chapter 34;
- (vii) the Tree Ordinance;
- (viii) the Military Lighting Rules;
- (ix) the Approved Plats;
- (x) the City-County Interlocal (as and if the County Redbird Property is reannexed into the City ETJ);
- (xi) the City ETJ Regulations; and
- (xii) any orders, ordinances, and resolutions from time to time required by Applicable Law to be adopted by the Court, the City Council, the respective

governing bodies of the Districts and having application to the development of the County Redbird Property.

The Governing Regulations are exclusive, and no other ordinances, rules, regulations, standards, policies, orders, guidelines, or other County-adopted or County-enforced requirements of any kind apply to the development of the Property. Except as otherwise provided by the foregoing, if there is a conflict between this Agreement and the application of any other ordinance, rule, regulation, standard, policy, order, guideline or other County-adopted or County-enforced requirement, whether existing on the Effective Date or hereafter adopted, then this Agreement shall control. If there is a conflict between any Approved Plat and any of the other Governing Regulations, the Approved Plat shall control.

(d) Vested Rights. Notwithstanding the foregoing, and to the extent not inconsistent with the provisions of this Agreement, Developer may exercise rights under Chapter 245. The Parties hereby agree that the Effective Date shall be the date for establishment of the Developer's rights under Chapter 245, pursuant to Section 245.002(a-1) of such Chapter. The Developer may not take advantage of any changes to laws, rules, regulations, or orders of the Court or other regulatory agency occurring after the Effective Date that are inconsistent with the terms of this Agreement without prior receipt of the County's consent (such consent not to be unreasonably withheld), which shall be reflected in the form of an amendment to this Agreement made in accordance with Section 10.05 hereof. For the avoidance of doubt, the foregoing restriction shall not prohibit the Developer from taking advantage of prospective changes in laws, rules, regulations, or County regulations that do not otherwise conflict with the provisions of this Agreement.

(e) Dedication of Public Infrastructure and Public Improvements; Responsibility of Ownership. Public Infrastructure and Public Improvements within the County Redbird Property shall be designed, developed, constructed, and financed by the Developer or the District in which such Public Infrastructure or Public Improvements are located and, upon completion, ownership of the same shall be dedicated to the applicable District or the provider of utilities whose system such Public Infrastructure or Public Improvements shall become a part of upon such dedication. Upon acceptance of the dedication of Public Infrastructure and Public Improvements as hereinbefore described, such Public Infrastructure and Public Improvements shall be owned by, and the costs of operating and maintaining shall be the sole responsibility of, the applicable District or utility provider. The Galm Road Improvements are not Public Infrastructure or Public Improvements; therefore, dedication upon completion of the Galm Road Improvements is specified in Section 3.03(e)(ii) hereof rather than this Section.

3.02 Plat Approval; Construction Inspection

(a) Approving Entity. Subdivision of the County Redbird Property shall require approval of plats, in accordance with the UDC (except as otherwise specifically modified by the provisions of this Agreement), by:

- (i) the City, if

- (1) the County Redbird Property has been re-annexed into the City and is, therefore, subject to the provisions of the City-County Interlocal (recognizing, in such instance, that the particular parcel County Redbird Property is a parcel of land whose development is subject to Section 3.02 of the City-County Interlocal); or
- (2) the Developer and the City have entered into a written contract or similar agreement, commitment, or formal understanding between such parties stating that the City will perform plat review and construction inspection in the manner contemplated under the City-County Interlocal and this Agreement, providing for the Developer's payment of the costs of such services, and granting to the County third-party beneficiary rights thereunder;
- (ii) the Districts, pursuant to the terms of a written contract or similar agreement, commitment, or formal understanding between the Developer and the Districts stating that the Districts will perform plat review and construction inspection in the manner contemplated under the City-County Interlocal and this Agreement, providing for the Developer's or the District's payment of the costs of such services, and granting to the County third-party beneficiary rights thereunder; or
- (iii) a firm of professional engineers, licensed by the Texas Board of Professional Engineers, pursuant to the terms of a written contract or similar agreement, commitment, or formal understanding between the Developer and such professional engineering firm stating that the engineering firm will perform plat review and construction inspection in the manner contemplated under the City-County Interlocal and this Agreement, providing for the Developer's payment of the costs of such services, and granting to the County third-party beneficiary rights thereunder.

(b) County Approval of Agreements. An agreement of the type described in Section 3.02(a)(i)(2), Section 3.02(a)(ii), or Section 3.02(a)(iii) hereof shall require the prior written consent of the County as a condition to its effectiveness, such consent not to be unreasonably withheld.

(c) Recordation of Plats; Payment of Plat Application Fees. Upon completion of all formal approvals by the Approving Party, the Approving Party shall be responsible for recording Approved Plats or causing Approved Plats to be recorded with the Clerk of the County and payment of any fees associated with such recordation.

3.03 County Redbird Property Development.

(a) Application of the Governing Regulations. Notwithstanding the independent application thereof, development of the County Redbird Property shall be accomplished in accordance with the provisions of the Governing Regulations. The Parties hereby agree to comply

with the provisions of each of the Governing Regulations with respect to the development of the County Redbird Property.

(b) Financial Assurance. With respect to Approved Plats concerning County Redbird Property development, and for assurance of proper completion of Public Infrastructure and Public Improvements in order to release for recordation of Approved Plats prior to construction, approval and acceptance, the Developer shall deliver or cause to be delivered a corporate surety bond, irrevocable letter of credit, or some other acceptable assurance of financial performance, in an amount approved by (1) the City, if the City is the Approving Party or (2) the Approving Party pursuant to Section 3.02(a)(ii) or Section 3.02(a)(iii) hereof, provided that such amount of financial assurance required by this Clause (2) of Section 3.03(b)(2) shall be not less than twenty percent (20%) of the cost of the Public Improvements and Public Infrastructure that are included within such approved plat (such assurance of financial performance, the "Financial Assurance"). The template requirements for any Financial Assurance shall be as specified in the UDC and made payable to the Approving Party.

Each Financial Assurance shall specify that the (1) owner or owners of the tract of County Redbird Property that is subject to the Approved Plat will construct the Public Infrastructure and Public Improvements within three (3) years of plat approval (or any extension of time permitted under the UDC or because of Force Majeure) and (2) Financial Assurance shall not be reduced in amount or released until approval of such reduction or release has been obtained pursuant to the UDC or the subject Public Improvements and Public Infrastructure is completed, approved by the Approving Party, and accepted by the Districts.

(c) County Inspection. Notwithstanding the obligations of the Approving Party to assure construction of Public Infrastructure and Public Improvements in accordance with the provisions the Governing Regulations, County inspectors shall have access to Public Infrastructure and Public Improvement construction sites. Agreements with any Approving Party shall specify that the Approving Party will halt construction and take remedial or corrective action if County inspectors determine that development and construction of the Public Infrastructure and Public Improvements are not occurring in accordance with the requirements of this Agreement.

(d) Average Single-Family Lot Size. No single-family residential lot size within the County Redbird Property shall be smaller than fifty-four hundred (5,400) square feet in net area (on a metes and bounds basis and as indicated in each Approved Plat) and eight-thousand (8,000) square feet in gross area (calculated on the basis of (1) the Project's average lot size on a net lot area basis plus (2) Public Open Space allocated to each residential lot on a relative square footage, pro rata basis). Conformance with this requirement shall be evidenced in each Approved Plat.

Of the anticipated single-family residential lots within the County Redbird Property, not more than sixty-six percent (66%) of all such lots shall be approximately fifty-four hundred (5,400) square feet in net area, consisting (typically) of residential lots measuring forty-five feet (45') in frontage width and one hundred twenty feet (120') in depth (such residential lots, "Small Lots"), with the remaining thirty-four percent (34%) of all such residential lots comprised of lots approximately six thousand (6,000) square feet in net area (such residential lots, "Large Lots"), consisting (typically) of residential lots measuring fifty feet (50') in frontage width and one

hundred twenty feet (120') in depth, each of the foregoing dimensions subject to variable width and area due to street layout, cul-de-sac locations, and other planning needs. These projected lot sizes are approximations, though the minimum requirements specified in the first paragraph of this Section 3.02(a) are not approximations and provide actual limitations on minimum lot sizes. An increase in the ratio of Small Lots as a percentage of the combined sum of Small Lots and Large Lots above sixty-six and one-half percent (66.50%) shall require an amendment to this Agreement prior to approval of, in accordance with Section 3.02 hereof, any plat indicating such greater variance.

(e) Thoroughfares.

- (i) *General.* Except with respect to the Galm Road Improvements, which are addressed in Subsection (ii) below, the Developer shall cause to be constructed any major thoroughfare shown on the MTP and crossing any portion of the County Redbird Property. Any such major thoroughfare may be constructed in conjunction with the development of the property adjacent and appurtenant thereto. Also, and subject to alignment changes, the Developer shall design/construct, or cause the design/construction of, any Collector Rights-of-Way in their general location and configuration as shown on the MDP (though the Developer reserves the right to re-configure, or cause the reconfiguration of, any Collector Rights-of-Way alignments as required to develop the County Redbird Property in accordance with the MDP).
- (ii) *Galm Road Improvements.* The Developer shall design, develop, construct, and finance the Galm Road Improvements, which represents a major thoroughfare on the MTP, as a Secondary Arterial; Type A. The Galm Road Improvements may be constructed in phases or segments, in conjunction with the development of the property adjacent and appurtenant thereto; provided, however, that any segment of Galm Road Improvements, once commenced, shall continue deliberately and without delay in construction of more than twenty-one (21) consecutive days until completed; provided further, however, that all Galm Road Improvements shall be completed not later than the fifteenth (15th) anniversary of the Effective Date (which date may be extended for up to an additional five (5) years by the County upon a written request by the Developer accompanied by a showing of cause for such failure to meet this completion deadline that is other than a reason that would result or has resulted in a default of the provisions of this Agreement and a certification that no default hereunder at such time exists, approval of which request shall not be unreasonably withheld by the County).

The alignment of the Galm Road Improvements shall be as indicated in the MDP and the MTP.

Upon completion, ownership of the Galm Road Improvements shall be conveyed and dedicated to the County, which conveyance and dedication

of ownership shall be accompanied by an agreement or agreements of the Districts, certified by the secretary of the governing body of each District as being a valid and binding obligation of the applicable District, to perpetually operate and maintain, and to bear the duties and obligations (including the costs) of such perpetual operation and maintenance of, the Galm Road Improvements, the form and substance of which agreements shall be subject to the County's sole approval (which approval shall not be unreasonably withheld). The County shall be under no obligation to accept the conveyance and dedication of ownership of the Galm Road Improvements unless such conveyance and dedication of ownership is accompanied by the aforementioned District agreements.

With respect to construction of the Galm Road Improvements, the Developer shall comply with the requirements of Section 3.03(b), and the County shall have the rights with respect thereto under Section 3.03(c), as though such Galm Road Improvements were Public Infrastructure or Public Improvements pursuant to such Sections.

(f) Pedestrian Facilities. All major thoroughfares (including the Galm Road Improvements), Collector Rights of Way, and arterial streets within the County Redbird Property are to be designed/constructed with pedestrian facilities (e.g. bike lanes, multi-use paths, large-width sidewalks) in accordance with the requirements of the UDC.

(g) Connectivity. Single-family subdivisions, with more than one hundred twenty five (125) lots, developed within the County Redbird Property, are to be developed with a connectivity of not more than 1.2 (meaning the ratio of links (straight sections of roadway) to nodes (intersections and cul-de-sacs) cannot exceed 1.2).

(h) RESERVED.

(i) Construction Standards. Developer shall develop a mixed-use residential and commercial master-planned community on the County Redbird Property that is of the general character and appearance of Valley Ranch, a similar community developed by DR Horton in Bexar County, Texas. Attributes to be included within the community to be developed upon the County Redbird Property are as follows:

- (i) approximately one-hundred thirty-seven (137) acres of open space, parks, and amenity center(s), being the Public Open Space heretofore defined (and which includes an approximately nineteen (19) acre amenity center with a swimming pool, playground, community room and fitness center, and walking trails);
- (ii) enhanced community entryways and monumentation;
- (iii) enhanced fencing and landscape on thoroughfare types of Collector Streets, Secondary Arterial; Type A, and any other major arterial identified in the MTP;

- (iv) community Declaration, Covenants, and Restrictions that enforce compliance with home design, home exterior maintenance standards, landscape maintenance standards and that prohibit unsightly vehicles on residential lots and on-street parking during school bus pick-up and drop off.

(j) Water and Wastewater Service. Retail, potable water service shall be provided to the County Redbird Property by the Yancey Water Supply Corporation. Retail wastewater and sewer service shall be provided to the County Redbird Property by the City, acting by and through the San Antonio Water System.

3.04 Exchange of Right-of-Way. By the first anniversary (1st) of the Effective Date, the County shall convey to the Developer the County Galm Road Right of Way, solely for use by the Developer to accomplish the Galm Road Improvements, in exchange for the Developer's simultaneous conveyance to the County of the Developer Right of Way, solely for use by the County to combine with existing, appurtenant County right-of-way upon which combined right-of-way the County will construct a County roadway. Within thirty (30) days of the Effective Date, the Developer shall engage a surveyor to survey the respective boundaries of the Developer Right of Way and the County Galm Road Right of Way. Respective conveyance of the County Galm Road Right of Way and the Developer Right of Way shall include all right, title, and interest in and to such conveyed right-of-way owned and possessed by the conveying Party at the time of conveyance, free of any and all mortgages, liens, or other encumbrances. Neither Party shall receive compensation for its conveyance other than the right-of-way conveyed thereto. The total costs of the conveyances shall be equally split by the Parties, paid at the time of conveyance; provided, however, that accrued and unpaid ad valorem taxes on the Developer Right of Way, calculated through the date of conveyance, shall be the responsibility of the Developer, payment of which represents a condition precedent to the completion of any conveyance.

3.05 Medina Valley ISD Agreement. The Developer shall reserve for conveyance a portion of the County Redbird Property, in the general area and size as further identified in **Exhibit "A"** hereto) and with utilities, to Medina Valley Independent School District ("MVISD") for the purpose of MVISD's construction of an elementary school of its need. Such conveyance shall be at an amount equal to the fair market value of such land, appraised as the date of execution of an earnest money contract therefor with an assumed use as single-family residential. Such land, as of the Effective Date has a presumed fair market value of \$50,000 per acre.

At any time from the Effective Date through the fifteenth (15th) anniversary of the Effective Date, the Developer shall, within twelve (12) months of its date of receipt, accommodate a written request from MVISD to purchase the land described above in accordance with the provisions of this Section 3.05. Failure of MVISD to make such written request by the fifteenth (15th) anniversary of the Effective Date shall relieve the Developer of its obligations under this Section 3.05.

Notwithstanding the timing of MVISD's purchase of the land from Developer as described in this Section 3.05, development of Public Infrastructure and Public Improvements to such land will be subject to the scope and schedule included in the MDP.

3.06 Fees and Charges.

(a) Review Fees. Developer shall be responsible for any and all fees and expenses associated with enforcement and application of the Governing Regulations.

(b) County Costs for Negotiating this Agreement. Within 30 days after Effective Date, Developer shall deliver to the County the amount not to exceed \$100,000 as payment for costs incurred by Norton Rose Fulbright US LLP, legal counsel to the County, in the negotiation of this Agreement.

ARTICLE 4 ECONOMIC DEVELOPMENT INCENTIVES

4.01 Generally. The County has determined that the development of the County Redbird Property in the manner herein provided will result in County population increase, increased County property tax revenue, increased County sales and use tax revenue, and heightened County development standards, which (together) are intended to provide a catalyst to the economy of the County in numerous ways. In addition, the accomplishment of the Galm Road Improvements and the right of way exchange provided for in Section 3.04 hereof will assist the County in the management of traffic congestion mitigation in and around the area of the County surrounding the County Redbird Property. In exchange for delivery of these benefits and increased development standards, the County agrees to provide Developer with the economic development incentives as outlined below.

4.02 Grants. In exchange for Developer's satisfaction of its duties and obligations hereunder, the County shall grant, convey and deliver to Developer, at the times, in the amounts, subject to the limitations, and otherwise in accordance with the terms hereafter provided, financial incentives, in an amount equal to the Maximum Disbursement Amount, in the form of the Grants. The Grants are made, granted, conveyed, and delivered to Developer pursuant to and in furtherance of the Economic Development Program established in the Authorizing Order.

Grants shall be funded by the County solely from, and subject to the availability of, the County Ad Valorem Taxes in amounts sufficient to fund any Grant (being the amounts at such time on deposit in the Grant Proceeds Collection Account), and from no other source of County funds or revenues. The County makes no representations or warranties as to the sufficiency or availability of County Ad Valorem Taxes to fund the Grants and because this County payment obligation is so limited as to source and amount as heretofore described, Developer and County agree that the County's obligation to pay Grants to Developer does not result in the creation of a County debt as prohibited by the state constitution. No lien is granted, nor does Developer possess any right of access, priority, or preference to the County Ad Valorem Taxes or amounts from time to time on deposit and held in the Grant Proceeds Collections Account.

As stated above, Grants shall only be paid to Developer subject to the availability of County Ad Valorem Taxes to fund the Grants from amounts at such time on deposit in the Grant Proceeds Collection Account.

4.03 Grant Proceeds Collection Account. In the Authorizing Order, the County has established the Grant Proceeds Collection Account. As required by the Authorizing Order, the County shall, beginning in the 2020 tax year, deposit to the Grant Proceeds Collection Account, as received, the County Ad Valorem Taxes and shall continue to deposit to the Grant Proceeds Collection Account in each subsequent year through and including the year in which occurs the Termination Date all County Ad Valorem Taxes until such time that the aggregate amount of all deposits of County Ad Valorem Taxes to the Grant Proceeds Collection Account equals SEVEN MILLION AND NO/DOLLARS (\$7,000,000).

Amounts on deposit in the Grant Proceeds Collection Account shall be disbursed in accordance with the provisions of Section 4.04 hereof. Any amounts on deposit in the Grants Proceeds Collection Account at the time of expiration of the Reimbursement Period or at the time that the sum of all Grant Installments equals the Maximum Disbursement Amount shall be transferred to the County for further deposit to its General Fund, as further provided in Section 4.06 hereof.

4.04 Payment of Grants; Grant Installment Payment Dates. Grants shall be funded in installments (each, a "Grant Installment") on each Grant Installment Payment Date solely from and to the extent of availability of funds on deposit in the Grant Proceeds Collection Account. Each Grant Installment shall be equal to the lesser of (i) the amount of eligible Extraordinary Galm Road Improvements Costs included in a Developer's Reimbursement Request (defined herein) received by the County from the Developer in accordance with Section 4.05 hereof prior to the subject Grant Installment Payment Date, plus any eligible Extraordinary Galm Road Improvements Costs included in any previously-submitted Developer's Reimbursement Request that remain unpaid because of unavailability of funds in the Grant Proceeds Collection Account, and (ii) the amount of funds at such time on deposit in the Grant Proceeds Collection Account. The County shall make Grant Installment payments on each Grant Installment Payment Date by withdrawing from the Grant Proceeds Collections Account an amount of money equal to the Grant Installment to be paid on such date, calculated in the manner hereinbefore described, and delivering such sum to Developer, by check, to the address identified in Section 6.04 hereof.

4.05 Developer Reports; Requests for Grant Installment Payment. When the Developer has incurred Extraordinary Galm Road Improvements Costs that are eligible for reimbursement pursuant to the terms of this Agreement, and unless such Extraordinary Galm Road Improvements Costs are the subject of a previously-submitted Developer's Reimbursement Request, the Developer shall, not later than the fifteenth (15th) calendar day of the month preceding the month in which occurs the next Grant Installment Payment Date, deliver to the County a Developer's Reimbursement Request, which request shall be substantially in the form attached hereto as **Exhibit "E"** and include:

- (a) the amount of Extraordinary Galm Road Improvements Costs;
- (b) a statement of no default hereunder;
- (c) documentation evidencing the name and address of the entity or entities that performed the work or service for which such Extraordinary Galm Road Improvements Costs were incurred, a description of the contract pursuant to which the payment is made, the amount of such

payment, the original contract amount, total payments made to date on such contract, adequate proof of payment (i.e., cancelled checks and invoices for said payments, if available, or properly executed Affidavit of Payment); and

(d) an estimate of remaining work to be completed on the specific segment of Galm Road Improvements in furtherance of which the Extraordinary Galm Road Improvements Costs were incurred, the cost of such remaining work, and the anticipated timing of its completion.

The County is not obligated to fund any Developer's Reimbursement Request until such time as all documentation required by this Section shall have been submitted to the County and determined, in the County's reasonable judgment, to be accurate and complete. The County shall have ten (10) calendar days after receipt of Developer's Reimbursement Request to object to any matter contained therein, after which Developer may remedy such objection(s) and resubmit the Reimbursement Request. Upon determination of satisfactory completion of the requirements under this Section, the County shall fund the Developer's Reimbursement Request on the next occurring Grant Installment Payment Date that is at least five (5) calendar days after the date of the County's determination of satisfaction.

4.06 Continued Delivery of Developer's Reimbursement Requests; County's Continuing Obligation to Pay. Developer shall continue to submit Developer's Reimbursement Requests until such time as the total amount of all Extraordinary Galm Road Improvements Costs included in all Developer's Reimbursement Requests equal the Maximum Disbursement Amount. Subject to the amounts at such time held in the Grant Proceeds Collection Account, the County shall pay Grant Installments on each Grant Installment Payment Date through the Final Grant Installment Payment Date; provided, however, that if, on the Final Grant Installment Payment Date, the aggregate amount of Grant Installments total an amount less than the Maximum Disbursement Amount, the County shall have no obligation to reimburse Developer for Extraordinary Galm Road Improvements Costs that at such time remain unreimbursed. As of the Final Grant Installment Payment Date, the County shall have no continuing obligation to fund Grants from the Grant Proceeds Collection Account and amounts at such time on deposit in the Grant Proceeds Collection Account shall be available for use by the County and shall immediately be transferred to the County's General Fund for utilization for any lawful purpose.

ARTICLE 5

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

5.01 Assignment of Developer Rights. Developer may assign in whole or part its rights and obligations under this Agreement to persons purchasing all of the County Redbird Property or a part of the County Redbird Property but not to the purchaser of one individual residential lot within the County Redbird Property. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any un-platted portion of the County Redbird Property, a written assignment of said rights must be filed of record in the Official Public Records of the County in order to be effective.

Because the County's entering into this Agreement with Developer is conditioned, in part, on Developer's demonstrated skill, expertise, and financial resources with respect to the development of projects similar to the Project, demonstrating its ability to satisfy its obligations

arising under this Agreement, any assignment by Developer of its rights hereunder shall be subject to the County's approval, not to be unreasonably withheld; provided, however, an assignment by Developer to any Developer-affiliated entity, or either or both of the Districts, does not require approval by the County. In connection with any request for approval of assignment Developer shall provide to the County evidence of the assignee's similar experience, resources, and financial resources that are demonstrative of such assignee's ability to complete Project development in a manner at least equal to those of Developer. Notwithstanding the foregoing, Developer's rights and obligations under this Agreement regarding the County Redbird Property may be assigned by the Developer to DR Horton without further County consent; provided, however, that any subsequent transfer or assignment by DR Horton shall be subject to the consent requirements of this Section 5.01.

5.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the County Redbird Property without a written assignment of the rights of Developer under this Agreement shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

5.03 Agreement Binding on Assigns. In the event of an assignment of this Agreement, Developer shall be released from any obligations of this Agreement, provided the successors or assigns agree in writing to all terms and conditions of this Agreement. Any reference to Developer, County, or Parties shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 6 DEFAULT AND NOTICE

6.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting Party at least thirty (30) calendar days from receipt of the notice to cure the default. If the nature of the default is such that it cannot reasonably be cured within the thirty (30) calendar day period, the commencement of the cure within the thirty (30) calendar day period and the diligent prosecution of the cure to completion will be deemed a cure within the cure period. Notwithstanding the foregoing, the occurrence of a Bankruptcy Event shall result in immediate default hereunder without opportunity to cure.

6.02 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. The Parties agree that monetary damages are not a sufficient remedy for a default of this Agreement. As a remedy for default, the non-defaulting party shall be entitled to equitable relief, including specific performance of this Agreement, but not monetary damages. In addition to the foregoing, a remedy to each Party for the other's default hereunder, after compliance with Section 6.01 hereof, shall be termination of this Agreement; provided, however, that no termination of this Agreement by a Party as a result of the other Party's

default shall allow the reduction or elimination of the Developer's right to receive Grants equal to the amount of Extraordinary Galm Road Improvements Costs already incurred as of such time of termination, accrued or to accrue thereon until such time of reimbursement in the form of Grants in accordance with the applicable terms of this Agreement. The County shall be under no obligation to honor a Developer's Reimbursement Request while Developer's default under the terms of this Agreement has occurred and is at such time continuing and uncured.

6.03 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the County intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The County's participation in the defense of such a lawsuit is expressly conditioned on budgetary appropriations for such action by the Court and shall be covered by Article 10 hereof, as applicable. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the County's processing or issuance of any approvals for the Project or Project development or Grant Installment Payments, unless otherwise required by a court of competent jurisdiction.

6.04 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery; or (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to County or Developer, as the case may be, at the address stated below.

Any notice mailed to the County shall be addressed:

Medina County
Attn.: County Judge
1893 Jail Building
1502 Avenue K, Room 201
Hondo, Texas 78861

With a copy to:

Clay Binford
Norton Rose Fulbright US LLP
111 W. Houston Street, Suite 1800
San Antonio, Texas 78205

Any notice mailed to the Developer shall be addressed:

Red Bird Legacy Ranch, LP
Attn: Harry Ben Adams IV
755 E. Mulberry
San Antonio, Texas 78212

With a copy to:

Brown & Ortiz, P.C.
Attn: Kenneth W. Brown, Attorney
112 E. Pecan, Ste. 1360
San Antonio, Texas 78205

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

ARTICLE 7 CERTIFICATE OF COMPLIANCE

Within thirty (30) calendar days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification; and

(b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default.

ARTICLE 8 REPRESENTATIONS, WARRANTIES, AND COVENANTS

8.01 Mutual Representations, Warranties and Covenants of the Parties. The Parties acknowledge that each Party is acting in reliance upon the other Party's performance of its obligations under this Agreement in making the decision to commit substantial resources and money to the Project's development. In recognition of such mutual reliance, each Party represents and warrants to the other that it shall employ commercially reasonable efforts to perform its duties and obligations hereunder and shall adhere to the requirements of this Agreement.

8.02 County Representations, Warranties and Covenants.

(a) As stated in Article 4 hereof, the County shall pay, but only from and to the extent of the availability of amounts from time to time held in the Grant Proceeds Collection Account, the Extraordinary Galm Road Improvements Costs, in the form of Grants, as and when required by (but subject to the limitations of) this Agreement.

(b) The County shall place no lien on, pledge, or otherwise encumber the County Ad Valorem Taxes required to be deposited to the Grant Proceeds Collection Account or the amounts from time to time on deposit in the Grant Proceeds Collection Account.

(c) The County recognizes this Agreement as a development agreement under Chapter 381.

(d) The County has, pursuant to the Authorizing Order, taken all requisite and necessary actions to enter into this Agreement, and this Agreement represents a valid and binding agreement of the County, subject to governmental immunity and principles of bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity.

(e) To the extent (but only to the extent) its obligations are not uncertain or in dispute, the County is not entitled to claim immunity on the grounds of sovereignty from (i) relief by writ of mandamus to perform its obligations hereunder or (ii) enforcement by writ of mandamus of its payment obligations with respect to amounts due to Developer pursuant to the terms of this Agreement.

8.03 Developer Representations, Warranties and Covenants.

(a) The Developer hereby warrants and covenants to the County that any prospective lien, mortgage, or encumbrance on any portion of the County Redbird Property shall be made subject to the dedication of Public Infrastructure and Public Improvements, the Galm Road Improvements, and the right-of-way exchange described in Section 3.04 hereof, as indicated on the Approved Plat that is applicable to the portion of the County Redbird Property to be subject to any such lien, mortgage, or encumbrance. With respect to any dedication heretofore described, the Developer shall obtain any and all necessary releases of lien from any mortgagee or other lien holder as a condition precedent to such dedications (as the same shall be made by the Developer without lien or encumbrance).

(b) Developer shall provide, or cause to be provided, all materials, labor, and services for completing the Public Infrastructure and Public Improvements, which materials, labor, and services shall be of adequate quality when graded against industry standards.

(c) Developer agrees to obtain or cause to be obtained all necessary permits and approvals required by any Governing Regulation from the County and/or all other governmental entities having jurisdiction or regulatory authority over the construction, installation, operation, or maintenance of improvements within the County Redbird Property and, with respect thereto, pay or cause to be paid all applicable permit, or similar, license fees.

(d) Developer acknowledges and agrees that, pursuant to State law, Developer is required to make information regarding its contractual relationships regarding construction or acquisition of Public Infrastructure and Public Improvements generally available as public records and, with respect thereto, Developer acknowledges and agrees that any information provided by Developer to the County with respect to the Public Infrastructure and Public Improvements, this Agreement, and any work performed by Developer, a contractor, or a subcontractor for any Public Infrastructure and Public Improvements (including pricing and payment information) may be subject to public disclosure by the County pursuant to applicable law.

(e) Developer shall use good faith, commercially-reasonable efforts to obtain the best price (taking into account the reputation of relevant contractors and vendors and all other reasonable factors) and quality of goods and services (including from Developer affiliates) in

connection with the development, construction, financing and acquisition of any Public Infrastructure and Public Improvements.

(f) Developer shall supervise the construction of the Project and cause the construction to be performed in accordance with the Governing Regulations.

(g) Development services that are performed by the Developer hereunder shall be enforced in compliance with the Governing Regulations.

(h) All personnel supplied or used by Developer in the performance of its obligations arising under this Agreement shall be deemed employees, contractors or subcontractors of the Developer and shall not be considered employees, agents or subcontractors of the County for any purpose whatsoever. The Developer shall be solely responsible for the compensation of all such personnel.

(i) Developer acknowledges and agrees that it is subject as an employer to all applicable unemployment compensation statutes and agrees to indemnify and hold harmless the County from any and all responsibilities thereunder toward employees of Developer.

(j) As and to the extent applicable, Developer shall comply with all regulations concerning employment of labor required by law (including, but not limited to, Chapter 2258 requiring the Developer to pay prevailing wages to workers, which shall be determined using the wage scales from time to time published online by Wage Determinations online at www.wdol.gov/wdol/scafiles/davisbacon/tx.html). The reference to this source of prevailing wages is not a warranty, guaranty or other representation by the County that adequate numbers of skilled or unskilled workers are actually available in the local market to perform the required services or that workers may be hired for the wages identified in the such prevailing wage schedule.

(k) Developer hereby represents, warrants, and covenants for the benefit of the County:

- (i) Developer is a limited partnership, duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated;
- (ii) Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Developer;
- (iii) this Agreement is a valid and enforceable obligation of the Developer and is enforceable against the Developer in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general principles of equity;

- (iv) Developer will not include any costs that are not Extraordinary Galm Road Improvements Costs in any Developer Reimbursement Request;
- (v) Developer will diligently follow all procedures set forth in this Agreement with respect to its request for payment of Grant Installments;
- (vi) Developer understands the duties, limitations, and responsibilities imposed upon the County under the applicable State law having application to matters that are the subject of this Agreement, including its making of the Grants; and
- (vii) Developer has sufficient knowledge, experience, and financial resources to perform its obligations under this Agreement in accordance with all duties, obligations, regulations, Governing Regulation requirements, and other applicable law affecting or required to perform the development work with respect to the Project and, in this regard, the Developer shall bid, procure, supervise, manage, perform, and from time to time provide information relating to such development work regarding Project development in compliance with all duties, obligations, regulations, code and legal requirements arising under any Governing Regulation with jurisdiction over the subject development work and the Project.

(l) Developer has delivered, unless exempted under State law, the Certificate of Interested Parties Form 1295 ("Form 1295") and certification of filing generated by the Texas Ethics Commission's electronic portal, signed by an authorized agent, prior to the execution of this Agreement by the County and Developer. Developer and the County understand that none of the County or any County representative, consultant, or advisor have the ability to verify the information included in Form 1295, and none of the County or any County employee, official consultant, or advisor have an obligation, nor have undertaken any responsibility, for advising Developer with respect to the proper completion of Form 1295 other than providing the identification numbers required for the completion of Form 1295.

(m) Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

(n) Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and

maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable Texas or federal law and excludes Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Developer and exists to make a profit.

ARTICLE 9 INDEMNIFICATION

DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE COURT, AND ANY OTHER OFFICIAL, EMPLOYEE, AGENT, ATTORNEY, OR REPRESENTATIVE OF ANY OF THE FOREGOING (TOGETHER, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY A THIRD PARTY, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON ANY INDEMNIFIED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE DEVELOPER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF DEVELOPER, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES, WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. IN THE EVENT THE DEVELOPER AND AN INDEMNIFIED PARTY ARE FOUND JOINTLY LIABLE, BECAUSE OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO ANY SUCH INDEMNIFIED PARTY UNDER APPLICABLE TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES HERETO UNDER TEXAS LAW AS TO SAID CLAIMANTS. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE

BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL IMMEDIATELY ADVISE THE COUNTY, IN WRITING, OF ANY CLAIM OR DEMAND AGAINST DEVELOPER OR AN INDEMNIFIED PARTY, TO THE EXTENT AND WHEN KNOWN TO THE DEVELOPER, RELATED TO OR ARISING OUT OF DEVELOPER'S ACTIVITIES UNDER THIS AGREEMENT.

In addition to the indemnification provided above, Developer shall also require each of its general contractors working on the Project to indemnify each Indemnified Party from and against any and all claims, losses, damages, causes of actions, suits and liabilities arising out of their actions related to the performance of this Agreement, utilizing (in its entirety) the same indemnification language contained herein.

ARTICLE 10 MISCELLANEOUS

10.01 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

10.02 Entire Agreement; Parties in Interest. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein. No person, other than a Party, shall acquire or have any right hereunder or by virtue hereof.

10.03 Recordation. A copy of this Agreement will be recorded in the Official Public Records of the County by the County.

10.04 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. This Agreement is performable in the County. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction located in the County. Notwithstanding the foregoing, the parties hereto agree that any dispute that may arise under this Agreement shall first be submitted to non-binding mediation, or to alternative dispute resolution proceedings, before litigation is filed in court.

10.05 Termination or Amendment by Agreement. This Agreement may only be terminated prior to the Termination Date or its terms amended by mutual written consent of the Parties.

10.06 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other Party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of

any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

10.07 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

10.08 No Personal Liability. None of the members of the Court, nor any officer, agent, or employee of the County, shall be charged personally by Developer with any liability, or be held liable to Developer under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach, of this Agreement.

10.09 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provision of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

10.10 Section Headings. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

* * *

DEVELOPER:

Red Bird Legacy Ranch, LP
a Texas limited partnership

BY: Red Bird Legacy Ranch GP, LLC
a Texas limited liability company,
its General Partner

By: SP

Name: Steven L. Cummings

Title: Managing Member

Date: 12/13/2019

THE STATE OF TEXAS

§

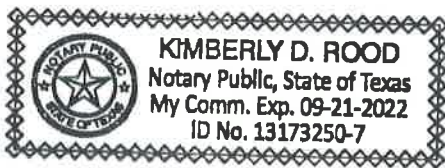
§

COUNTY OF BEXAR

§

This instrument was acknowledged before me on December 13, 2019, by Steven L. Cummings, Secretary of Red Bird Legacy Ranch GP, LLC, a Texas limited liability company, general partner of Red Bird Legacy Ranch, LP a Texas limited partnership.

Kimberly D. Rood
Notary Public in and for the State of Texas



MEDINA COUNTY, TEXAS

By:

Chris Schuchart
Hon. Chris Schuchart, County Judge

Date:

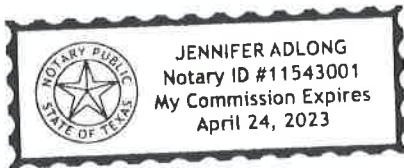
November 25, 2019

THE STATE OF TEXAS

§
§
§

COUNTY OF MEDINA

This instrument was acknowledged before me on November 25, 2019, by
Hon. Chris Schuchart, County Judge of Medina County, Texas.



Jennifer A. Adlong
Notary Public in and for the State of Texas

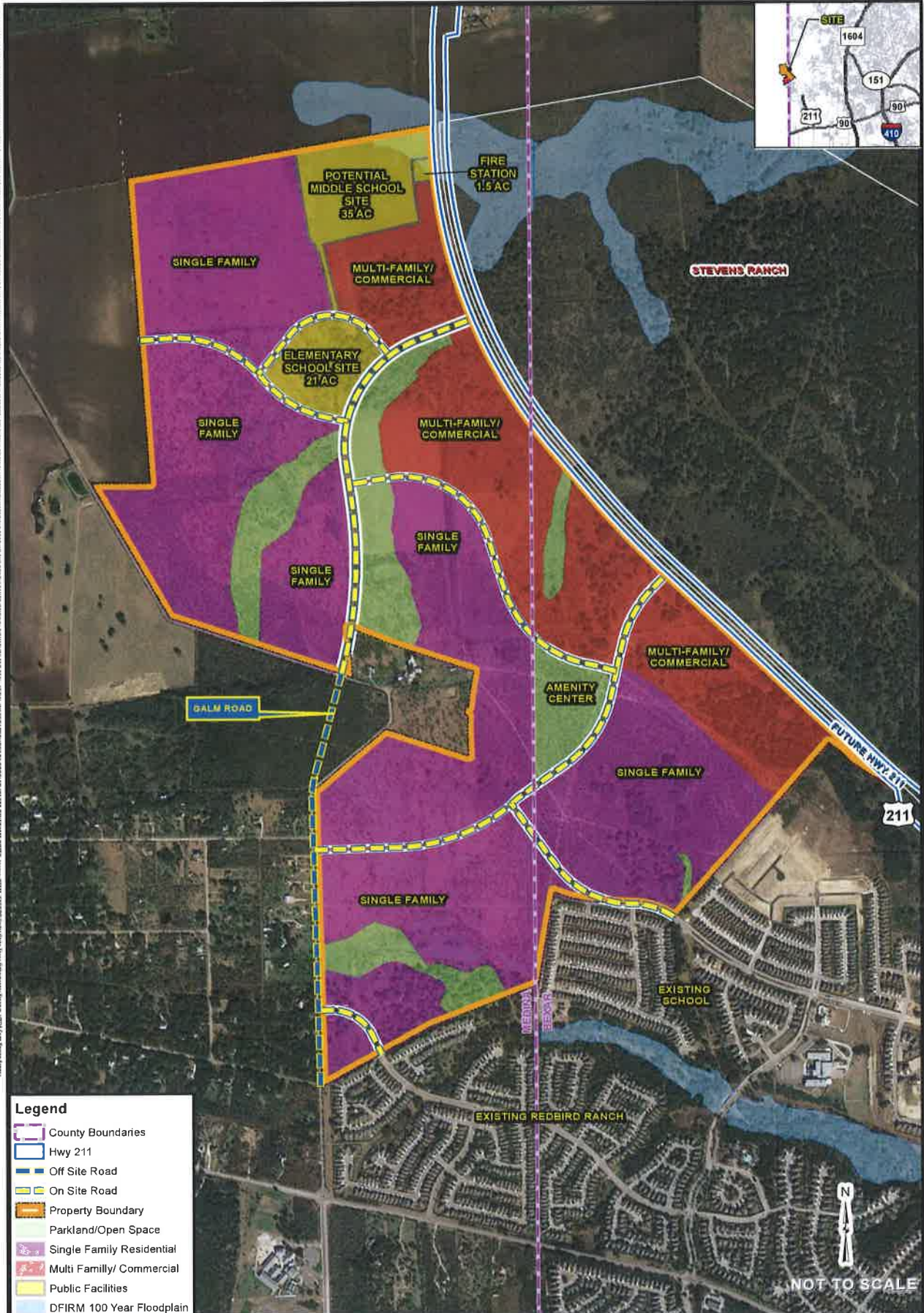
INDEX TO EXHIBITS

Exhibit A....	Redbird Property Description (Metes and Bounds and Location Map)
Exhibit B	City-County Interlocal
Exhibit C ..	Districts Property Descriptions (Metes and Bounds and Location Map)
Exhibit D	Galm Road Improvements
Exhibit E	Developer's Reimbursement Request
Exhibit F.....	Master Development Plan
Exhibit G.....	Tree Ordinance

Exhibit A
REDBIRD PROPERTY DESCRIPTION
[METES AND BOUNDS AND LOCATION MAP]

Exhibit A - Development Exhibit

Date: Nov 13, 2018 3:55:28 PM User: E:\Flow\...
 File: P:\GIS\DATA\GIS\PROJECTS\Development\Exhibit A.mxd



JOB NO.	6909-13
DATE	Nov 2019
DESIGNER	RG
CHECKED	CCT
DRAWN	EP
SHEET	1.0

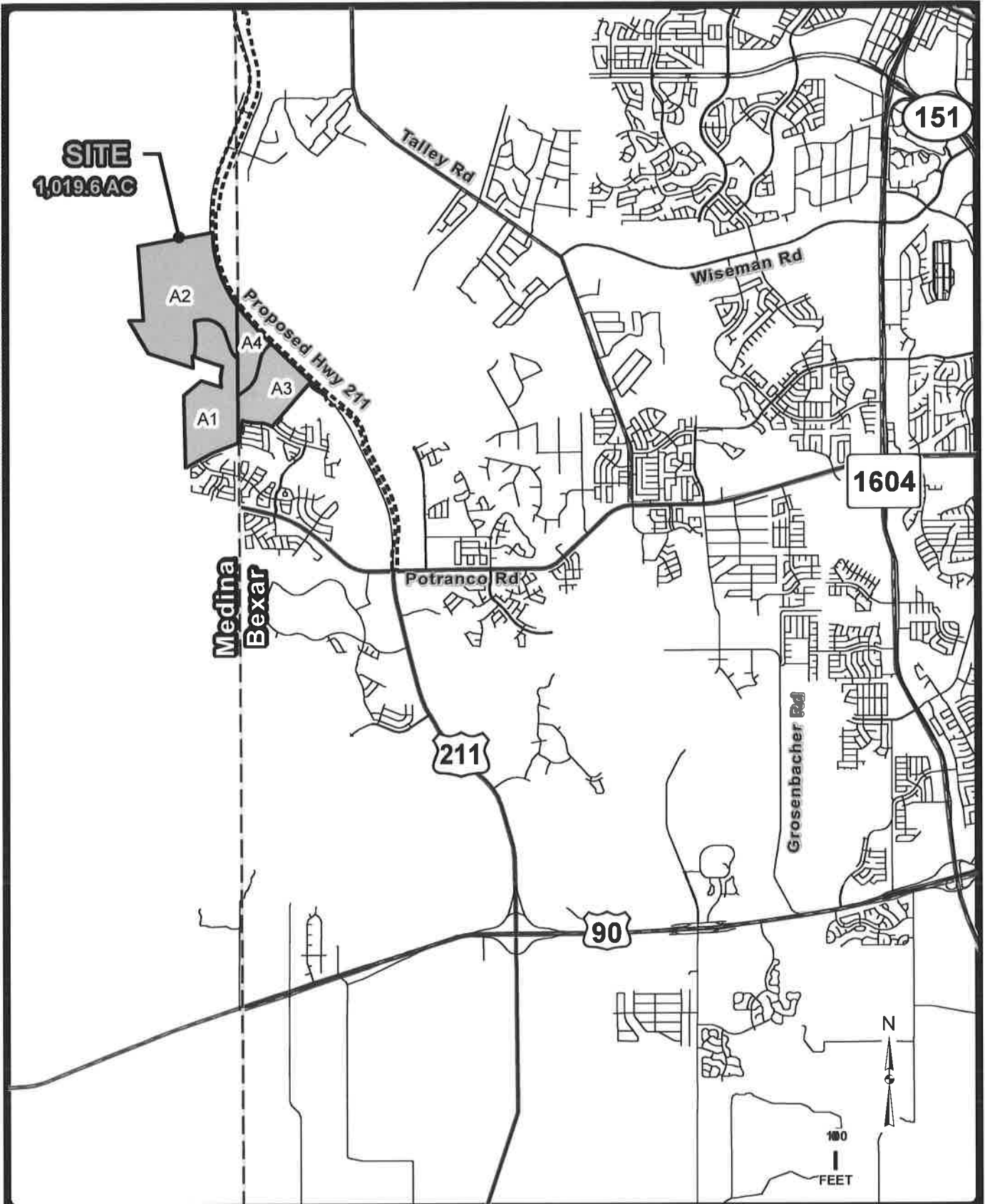
THE SUMMIT AT REDBIRD RANCH

DEVELOPMENT EXHIBIT



SAH ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 3000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TDD: 704M RECDISTRATION #4798 & TDD: 704M RECDISTRATION #10028000

Exhibit A - Location Map



JOB NO. **6909-13**
 DATE **Nov 2019**
 DESIGNER **RG**
 CHECKED **CCT** DRAWN **EP**
 SHEET **1**

THE SUMMIT AT REDBIRD RANCH

LOCATION MAP

PAPE-DAWSON
ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028600



NOT-TO-SCALE

A 264.672 acre, or 11,529,107 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, duly recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, out of the Juana Delgado Survey No. 37 1/2, Abstract 1283, County Block 4874, and out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, Medina County, Texas.

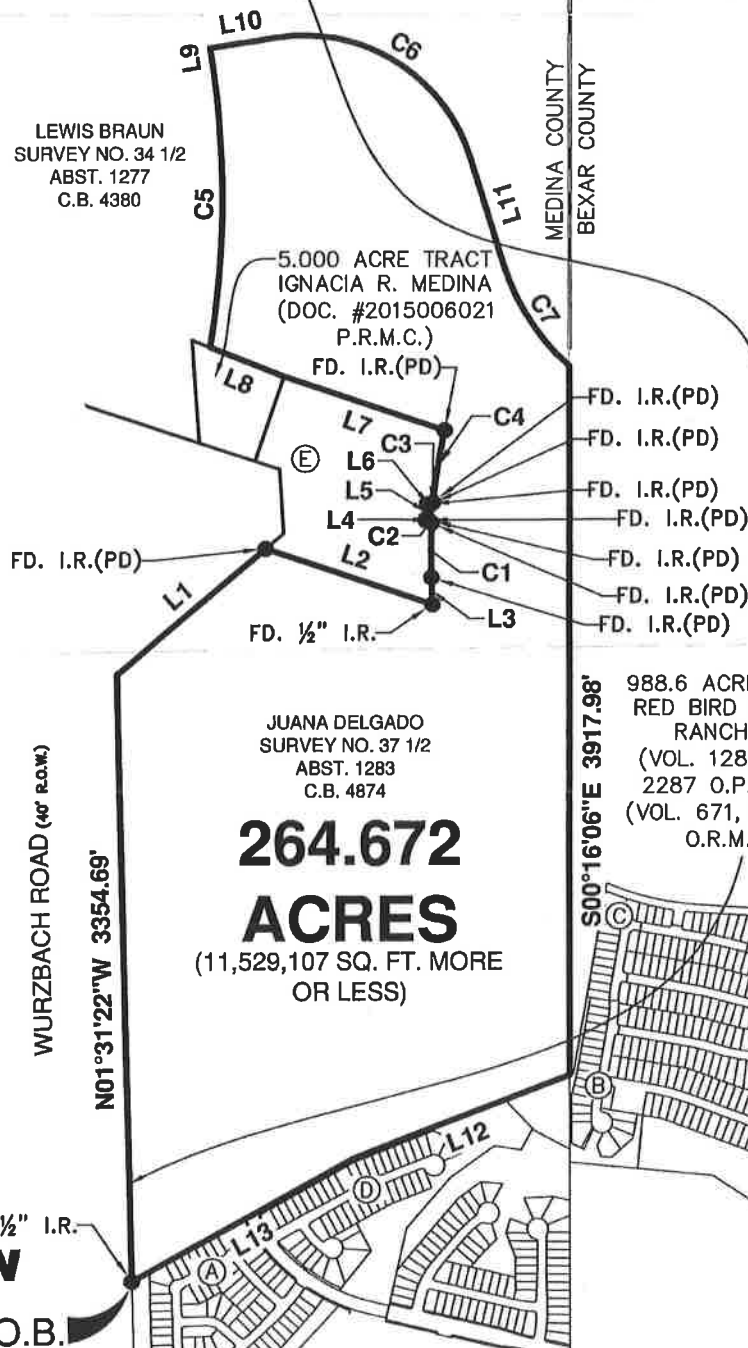


09/12/2019

FOUND
IRON ROD
PAPE-DAWSON CAP



SCALE: 1" = 1,000'



'06"E 3917.98' 988.6 ACRE TRACT
RED BIRD LEGACY
RANCH, LP
(VOL. 12877, PG.
2287 O.P.R.B.C.)
(VOL. 671, PG. 913
O.R.M.C.)



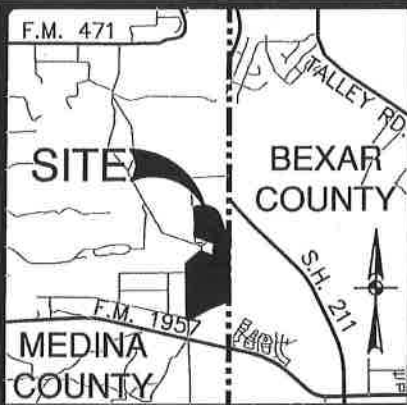
**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPB FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #100288900

SEPTEMBER

SHEET 1 OF 2
JOB No.: 6909-13

REFERENCE



LOCATION MAP

NOT-TO-SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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."

SYMBOL LEGEND

FOUND

LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FD.
I.R.
PD

FOUND
IRON ROD
PAPE-DAWSON CAP

(A)

REDBIRD RANCH
UNIT 5B

(VOL. 10, PGS. 196-197 D.P.R.M.C.)

(B)

REDBIRD RANCH
UNIT 11D-1

(VOL. 20001, PG. 130 P.R.B.C.)

(C)

REDBIRD RANCH
UNIT 11C1

(VOL. 9712, PG. 1 D.P.R.B.C.)

(D)

REDBIRD RANCH
UNIT 5A

(VOL. 10, PG. 195 D.P.R.M.C.)

(E)

20.00 ACRE TRACT
REDBIRD COMMUNITY CHURCH
(VOL. 688, PG. 772 O.R.M.C.)

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	3043.00'	5°41'29"	N00°01'42"W	302.15'	302.27'
C2	15.00'	88°54'27"	N41°38'22"W	21.01'	23.28'
C3	15.00'	88°54'27"	N49°26'50"E	21.01'	23.28'
C4	3043.00'	7°35'41"	N08°47'17"E	403.07'	403.37'
C5	5060.00'	17°57'57"	N00°08'17"E	1,580.14'	1586.63'
C6	965.00'	81°18'55"	S58°11'14"E	1,257.47'	1369.55'
C7	1285.00'	30°21'41"	S32°42'44"E	672.99'	680.93'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°20'13"E	1068.36'
L2	S71°32'05"E	976.86'
L3	N02°52'27"W	148.47'
L4	N86°05'46"W	18.84'
L5	N03°54'14"E	86.00'
L6	S86°05'46"E	18.84'
L7	N71°31'56"W	940.17'
L8	N68°03'53"W	435.70'
L9	N08°50'42"W	72.24'
L10	N81°09'18"E	371.51'
L11	S17°31'47"E	614.92'
L12	S68°47'52"W	1282.14'
L13	S60°52'46"W	1389.68'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

SEPTEMBER 2019

SHEET 2 OF 2
JOB No.: 6909-13

REFERENCE



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT SOUTH-MEDINA COUNTY

A 264.672 acre, or 11,529,107 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, duly recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, out of the Juana Delgado Survey No. 37 1/2, Abstract 1283, County Block 4874, and out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, Medina and Bexar County, Texas. Said 264.672 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:

BEGINNING: At a found ½" iron rod on the east right-of-way line of Wurzbach Road, a 40-foot right-of-way, the northwest corner of Redbird Ranch Unit 5B recorded in Volume 10, Pages 196-197 of the Deed and Plat Records of Medina County, Texas, same being the southwest corner of said 988.6 acre tract;

THENCE: Along and with the east right-of-way line of said Wurzbach Road, the following bearings and distances:

N 01°31'22" W, a distance of 3354.69 feet to a point;

N 49°20'13" E, a distance of 1068.36 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson, the southwest corner of a 20.00 acre tract conveyed to Redbird Community Church by Gift Deed recorded in Volume 688, Page 722, of the Official Records of Medina County, Texas;

THENCE: Along and with the common lines of said 269.550 acre tract and said Redbird 20.00 acre tract, the following bearings and distances:

S 71°32'05" E, a distance of 976.86 feet to a found ½" iron rod;

N 02°52'27" W, a distance of 148.47 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northeasterly, along a tangent curve to the right, said curve having a radius of 3043.00 feet, a central angle of 05°41'29", a chord bearing and distance of N 00°01'42" W, 302.15 feet, for an arc length of 302.27 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'27", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for an arc length of 23.28 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

N 86°05'46" W, a distance of 18.84 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

N 03°54'14" E, a distance of 86.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

S 86°05'46" E, a distance of 18.84 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'27", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for an arc length of 23.28 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 3043.00 feet, a central angle of 07°35'41", a chord bearing and distance of N 08°47'17" E, 403.07 feet, for an arc length of 403.37 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

THENCE: N 71°31'56" W, a distance of 940.17 feet to a point, the northeast corner of a 5.000 acre tract conveyed to Ignacia R. Medina by Special Warranty Deed recorded in Document Number 2015006021, Public Records of Medina County, Texas, same being the northwest corner of said Redbird 20.00 acre tract;

THENCE: N 68°03'53" W, along and with said Medina 5.000 acre tract, a distance of 435.70 feet to a point;

THENCE: Departing the north line of said Medina 5.000 acre tract and crossing said 988.6 acre tract the following bearings and distances:

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 5060.00 feet, a central angle of 17°57'57", a chord bearing and distance of N 00°08'17" E, 1580.14 feet, for an arc length of 1586.63 feet to a point;

N 08°50'42" W, a distance of 72.24 feet to a point;

N 81°09'18" E, a distance of 371.51 feet to a point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 965.00 feet, a central angle of 81°18'55", a chord bearing and distance of S 58°11'14" E, 1257.47 feet, for an arc length of 1369.55 feet to a point;

S 17°31'47" E, a distance of 614.92 feet to a point;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 1285.00 feet, a central angle of 30°21'41", a chord bearing and distance of S 32°42'44" E, 672.99 feet, for an arc length of 680.93 feet to a point on the common line between Bexar County and Medina County;

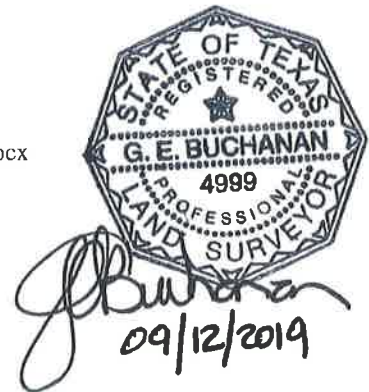
THENCE: S 00°16'06" E, continuing over and across said 988.6 acre tract and along said county line, a distance of 3917.98 feet to a point, on the north line of a 81.315 acre tract conveyed to Continental Homes of Texas, LP by Special Warranty Deed recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Bexar County, Texas and a west corner of Lot 909, Block 70 of Redbird Ranch Unit 11D-1 recorded in Volume 20001, Page 130 of the Plat Records of Bexar County, Texas;

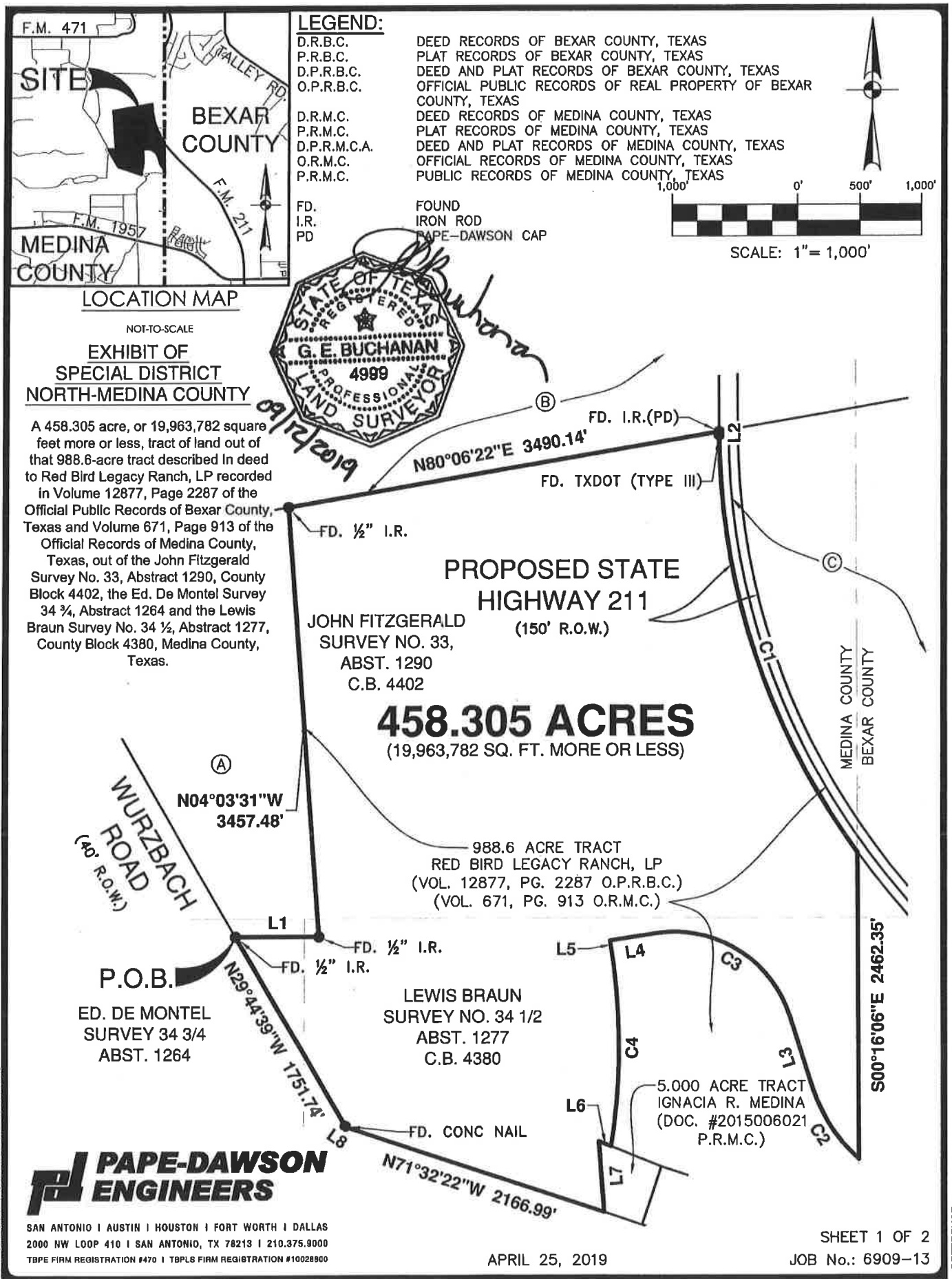
THENCE: S 68°47'52" W, departing the west line of said Redbird Ranch Unit 11D-1, along and with common line of said Continental Homes 81.315 acre tract and said 988.6 acre tract, a distance of 1282.14 feet to a point, on the north line of Redbird Ranch Unit 5A Subdivision recorded in Volume 10, Page 195 of the Deed and Plat Records of Medina County, Texas;

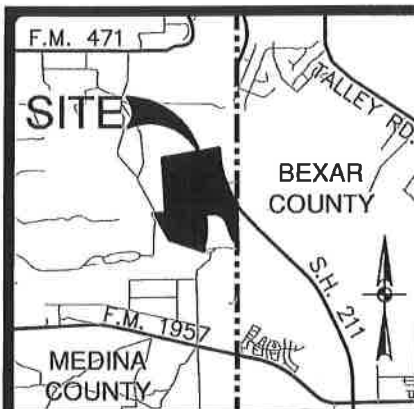
THENCE: S 60°52'46" W, along the north line of said Redbird Ranch Unit 5A and said Unit 5B, a distance of 1389.68 feet to the POINT OF BEGINNING and containing 264.672 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_264.672_Acres.docx







LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FD.
I.R.
PD

FOUND
IRON ROD
PAPE-DAWSON CAP

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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."

SYMBOL LEGEND



FOUND

Ⓐ

99.657 ACRE TRACT
D-W 381 PARTNERS, LLC
(DOC. #2018008085 O.R.M.C.)

Ⓑ

578.001 ACRE TRACT
GALLAGHER CONCOURSE, L.P.
(DOC NO 2006005543 O.R.M.C.)

Ⓒ

PORTION OF 710.6 ACRE TRACT
CUMBERLAND 211, LTD
(VOL 641, PG 772 O.R.M.C.)
(VOL 12395, PG 1298 O.P.R.B.C.)

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5804.58'	35°25'08"	S18°15'44"E	3,531.40'	3588.26'
C2	1285.00'	30°21'41"	N32°42'44"W	672.99'	680.93'
C3	965.00'	81°18'55"	N58°11'14"W	1,257.47'	1369.55'
C4	5060.00'	17°57'57"	S00°08'17"W	1,580.14'	1586.63'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°59'11"E	659.47'
L2	S00°33'10"E	26.21'
L3	N17°31'47"W	614.92'
L4	S81°09'18"W	371.51'
L5	S08°50'42"E	72.24'
L6	N68°03'53"W	105.28'
L7	S04°07'55"E	570.35'



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TBPB FIRM REGISTRATION #470 | TBPB FIRM REGISTRATION #10028800

APRIL 25, 2019

SHEET 2 OF 2
JOB No.: 6909-13



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT NORTH-MEDINA COUNTY

A 458.305 acre, or 19,963,782 square feet more or less, tract of land out of that 988.6-acre tract described in deed to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas and Volume 12877, Page 2287 of the Official Public Records of Bexar County, Texas, out of the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, the Ed. De Montel Survey 34 $\frac{3}{4}$, Abstract 1264 and the Lewis Braun Survey No. 34 $\frac{1}{2}$, Abstract 1277, County Block 4380, Medina County, Texas. Said 458.305 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:

- BEGINNING:** At a found $\frac{1}{2}$ " iron rod, on the northeast right-of-way line of Wurzbach Road, a 40-foot right-of-way, the southwest corner of a called 99.657-acre tract recorded in Document No. 2018008085 of the Official Records of Medina County, Texas, same being a northwest corner of said 988.6-acre tract;
- THENCE:** S 89°59'11" E, with the south line of said called 99.657-acre tract, same being a north line of said 988.6-acre tract, a distance of 659.47 feet to a found $\frac{1}{2}$ " iron rod, the southeast corner of said called 99.657-acre tract, same being an interior corner of said 988.6-acre tract;
- THENCE:** N 04°03'31" W, with the east line of said called 99.657-acre tract, same being a west line of said 988.6-acre tract, a distance of 3457.48 feet to a found $\frac{1}{2}$ " iron rod, on the south line of a called 578.001-acre tract recorded in Document No. 2006005543 of the Official Records of Medina County, Texas, the northeast corner of said called 99.657-acre tract, same being the northwest corner of said 988.6-acre tract;
- THENCE:** N 80°06'22" E, with the south line of said called 578.001-acre tract, same being a north line of said 988.6-acre tract, a distance of 3490.14 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape Dawson", on the proposed west right-of-way line of State Highway 211, a 150-foot right-of-way, the southwest corner of said called 578.001-acre tract;
- THENCE:** Departing the south line of said called 578.001-acre tract, with the proposed west right-of-way line of said State Highway 211, over and across said 988.6-acre tract the following bearings and distances:

S 00°33'10" E, a distance of 26.21 feet to a found Texas Department of Transportation highway monument (Type III), and;

THENCE: Southeasterly, with a tangent curve to the left, said curve having a radius of 5804.58 feet, a central angle of 35°25'08", a chord bearing and distance of S 18°15'44" E, 3531.40 feet, for an arc length of 3588.26 feet to a point on common line between Bexar County and Medina County;

THENCE: S 00°16'06" E, departing the proposed west right-of-way line of said State Highway 211, with said common county line, continuing over and across said 988.6-acre tract, a distance of 2462.35 feet to a point;

THENCE: Departing said county line, continuing over and across said 988.6-acre tract, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 1285.00 feet, a central angle of 30°21'41", a chord bearing and distance of N 32°42'44" W, 672.99 feet, for an arc length of 680.93 feet to a point;

N 17°31'47" W, a distance of 614.92 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 965.00 feet, a central angle of 81°18'55", a chord bearing and distance of N 58°11'14" W, 1257.47 feet, for an arc length of 1369.55 feet to a point;

S 81°09'18" W, a distance of 371.51 feet to a point;

S 08°50'42" E, a distance of 72.24 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 5060.00 feet, a central angle of 17°57'57", a chord bearing and distance of S 00°08'17" W, 1580.14 feet, for an arc length of 1586.63 feet to a point, on the north line of a called 5.000-acre tract recorded in Document No. 2015006021 of the Public Records of Medina County, Texas;

THENCE: N 68°03'53" W, with the north line of said called 5.000-acre tract, a distance of 105.28 feet to a point, the northwest corner of said called 5.000-acre tract;

THENCE: S 04°07'55" E, with the west line of said called 5.000-acre tract, a distance of 570.35 feet to a point, on the northeast right-of-way line of the aforementioned Wurzbach Road, the southwest corner of said called 5.000-acre tract

THENCE: With the northeast right-of-way line of said Wurzbach Road, same being the southwest line of said 988.6-acre tract, the following bearings and distances:

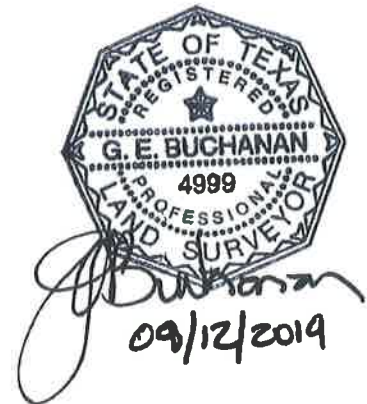
N 71°32'22" W, a distance of 2166.99 feet to a point;

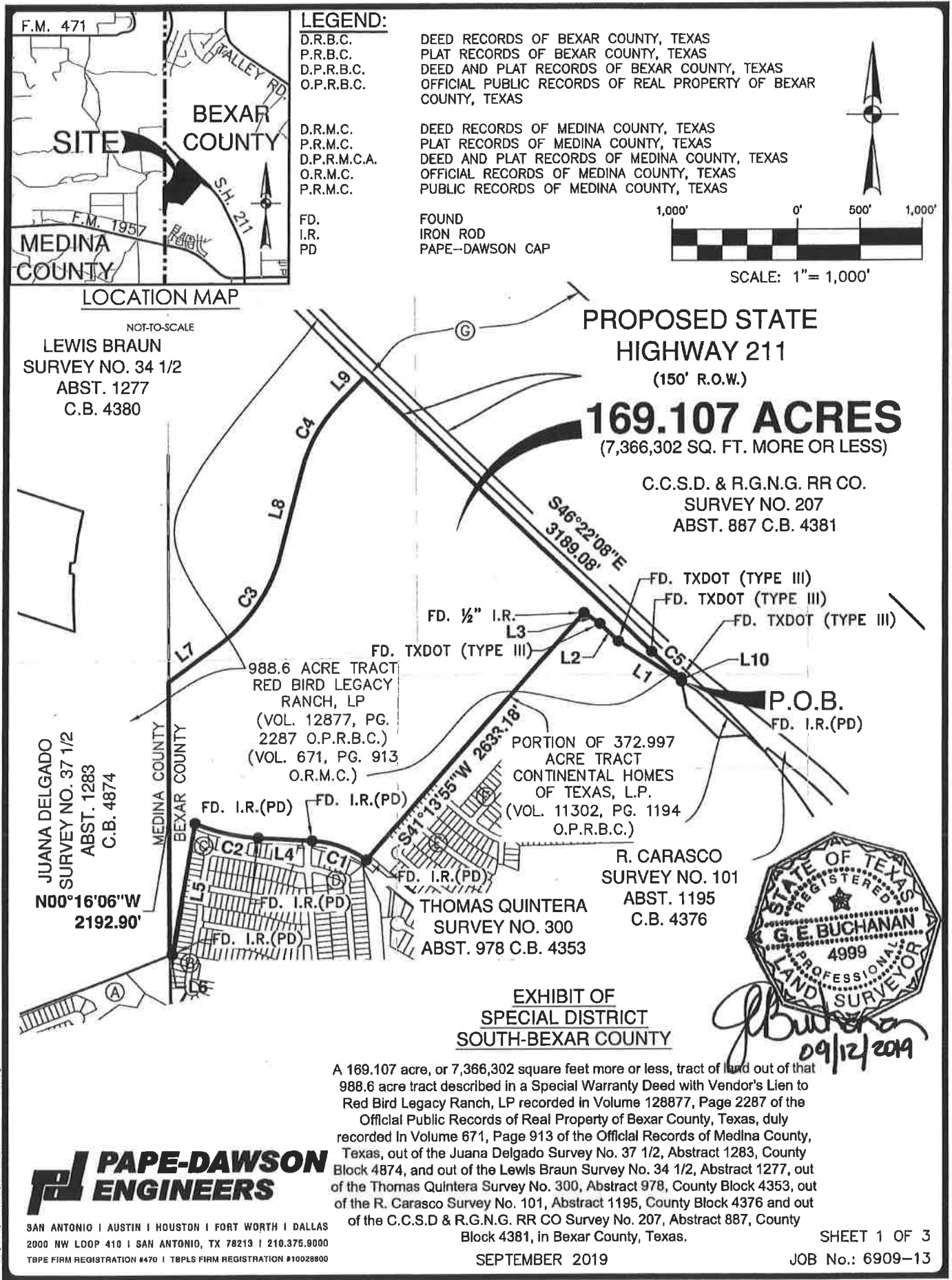
N 54°28'10" W, a distance of 15.97 feet to a found concrete nail, and;

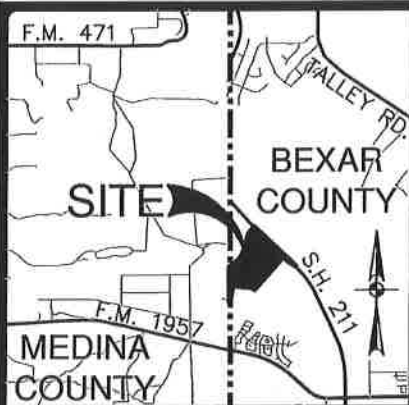
THENCE: N 29°44'39" W, a distance of 1751.74 feet to the POINT OF BEGINNING and containing 458.305 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_458.305_Acres.docx







LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.B.C.	DEED RECORDS OF BEXAR COUNTY, TEXAS
P.R.B.C.	PLAT RECORDS OF BEXAR COUNTY, TEXAS
D.P.R.B.C.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
D.R.M.C.	DEED RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C.	PLAT RECORDS OF MEDINA COUNTY, TEXAS
D.P.R.M.C.A.	DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
O.R.M.C.	OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C.	PUBLIC RECORDS OF MEDINA COUNTY, TEXAS
FD.	FOUND
I.R.	IRON ROD
PD	PAPE-DAWSON CAP

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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."

SYMBOL LEGEND

FOUND

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	800.00'	33°19'34"	N70°03'45"W	458.79'	465.32'
C2	1500.00'	19°52'49"	N76°47'34"W	517.86'	520.46'
C3	1300.00'	39°30'00"	N33°43'28"E	878.58'	896.23'
C4	1200.00'	29°39'25"	N28°48'10"E	614.22'	621.13'
C5	5804.58'	3°05'53"	S47°55'04"E	313.83'	313.87'

LINE TABLE

LINE	BEARING	LENGTH
L1	N57°33'57"W	601.26'
L2	N46°21'40"W	205.21'
L3	N54°54'42"W	153.90'
L4	N86°43'05"W	427.20'
L5	S09°49'40"W	1065.90'
L6	S68°47'52"W	21.22'
L7	N53°28'28"E	502.70'
L8	N13°58'28"E	684.09'
L9	N43°37'52"E	277.67'
L10	S11°24'08"E	29.18'

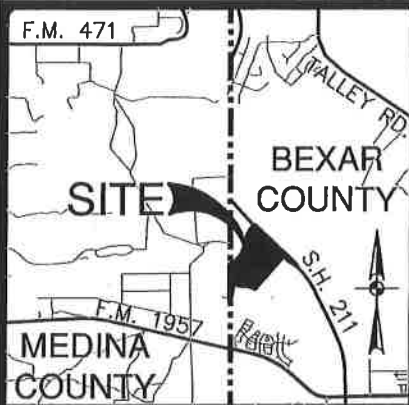


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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

SEPTEMBER 2019

SHEET 2 OF 3
JOB No.: 6909-13

REFERENCE:



LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.B.C.	DEED RECORDS OF BEXAR COUNTY, TEXAS
P.R.B.C.	PLAT RECORDS OF BEXAR COUNTY, TEXAS
D.P.R.B.C.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
D.R.M.C.	DEED RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C.	PLAT RECORDS OF MEDINA COUNTY, TEXAS
D.P.R.M.C.A.	DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
O.R.M.C.	OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C.	PUBLIC RECORDS OF MEDINA COUNTY, TEXAS
FD.	FOUND
I.R.	IRON ROD
PD	PAPE-DAWSON CAP

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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 WHICH IT WAS PREPARED."

(A)
REDBIRD RANCH
UNIT 5A
(VOL. 10, PG. 195 D.P.R.M.C.)

(G)
PORTION OF 710.6 ACRE TRACT
CUMBERLAND 211, LTD
(VOL 641, PG 772 O.R.M.C.)
(VOL 12395, PG 1298 O.P.R.B.C.)

(B)
REDBIRD RANCH
UNIT 11D-1
(VOL. 20001, PG. 130 P.R.B.C.)

(C)
REDBIRD RANCH
UNIT 11C-1
(VOL. 9712, PG. 1 D.P.R.B.C.)

(D)
REDBIRD RANCH
UNIT 11A
(VOL. 9675, PGS. 213-215 D.P.R.B.C.)

(E)
REDBIRD RANCH
UNIT 7B
(VOL. 9698, PGS. 206-207 D.P.R.B.C.)

(F)
REDBIRD RANCH
UNIT 7D
(DOC. #20180211339 D.P.R.B.C.)



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2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

SEPTEMBER 2019

SHEET 3 OF 3
JOB No.: 6909-13

REFERENCE



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT SOUTH-BEXAR COUNTY

A 169.107 acre, or 7,366,302 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, duly recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, out of the Juana Delgado Survey No. 37 1/2, Abstract 1283, County Block 4874, and out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, out of the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, out of the R. Carasco Survey No. 101, Abstract 1195, County Block 4376 and out of the C.C.S.D & R.G.N.G. RR CO Survey No. 207, Abstract 887, County Block 4381, in Bexar County, Texas. Said 169.107 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:

BEGINNING: At a found ½" iron rod with yellow cap marked "Pape-Dawson on the south right-of-way line of proposed State Highway 211, same being on the north line of a portion of a 372.997 acre tract conveyed to Continental Homes of Texas, L.P. by Special Warranty Deed recorded in Volume 11302, Page 1194 of the Official Public Records of Bexar County, Texas and an angle corner of said 988.6 acre tract;

THENCE: Along and with the common lines of said Continental Homes portion of 372.997 acre tract and said 988.6 acre tract, the following bearings and distances:

N 57°33'57" W, a distance of 601.26 feet to a found Texas Department of Transportation highway monument (Type III);

N 46°21'40" W, a distance of 205.21 feet to a found Texas Department of Transportation highway monument (Type III);

N 54°54'42" W, a distance of 153.90 feet to a found ½" iron rod;

S 41°13'55" W, a distance of 2633.18 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson, on the north line of Reeves Loop, a variable width right-of-way, dedicated by Redbird Ranch Unit 11A Subdivision recorded in Volume 9675, Pages 213-215 of the Deed and Plat Records of Bexar County, Texas, same being a southerly corner of said 988.6 acre tract;

THENCE: Along and with the north right-of-way line of said Reeves Loop, the following bearings and distances:

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 800.00 feet, a central angle of $33^{\circ}19'34''$, a chord bearing and distance of $N 70^{\circ}03'45'' W$, 458.79 feet, for an arc length of 465.32 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson;

$N 86^{\circ}43'05'' W$, a distance of 427.20 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson;

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 1500.00 feet, a central angle of $19^{\circ}52'49''$, a chord bearing and distance of $N 76^{\circ}47'34'' W$, 517.86 feet, for an arc length of 520.46 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson, for the northwest corner of said Reeves Loop, dedicated by Replat & Subdivision Plat of Redbird Ranch, Unit 11C-1 recorded in Volume 9712, Page 1 of the Deed and Plat Records of Bexar County, Texas, same being an interior corner of said 988.6 acre tract;

THENCE: $S 09^{\circ}49'40'' W$, along and with the common line of said Redbird Ranch, Unit 11C-1 and said 988.6 acre tract, a distance of 1065.90 feet to a found $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson, at an interior corner of Redbird Ranch Unit 11D-1, recorded in Volume 20001, Page 130 of the Plat Records of Bexar County, Texas, same being a southerly corner of said 988.6 acre tract;

THENCE: $S 68^{\circ}47'52'' W$, along and with the common line of said Redbird Ranch, Unit 11D-1 and said 988.6 acre tract, a distance of 21.22 feet to a point, for an angle corner of said Redbird Ranch, Unit 11D-1, at the north line of a 81.315 acre tract conveyed to Continental Homes of Texas, LP by Special Warranty Deed recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Bexar County, Texas, same being at the Bexar and Medina County line;

THENCE: Departing the north line of said Continental Homes, the west line of said Unit 11D-1, along said Bexar and Medina County line and over and crossing said 988.6 acre tract the following bearings and distances:

$N 00^{\circ}16'06'' W$, a distance of 2192.90 feet to a point;

$N 53^{\circ}28'28'' E$, a distance of 502.70 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 1300.00 feet, a central angle of $39^{\circ}30'00''$, a chord bearing and distance of $N 33^{\circ}43'28'' E$, 878.58 feet, for an arc length of 896.23 feet to a point;

$N 13^{\circ}58'28'' E$, a distance of 684.09 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 1200.00 feet, a central angle of $29^{\circ}39'25''$, a chord bearing and distance of $N\ 28^{\circ}48'10''\ E$, 614.22 feet, for an arc length of 621.13 feet to a point;

$N\ 43^{\circ}37'52''\ E$, a distance of 277.67 feet to a point on the south right-of-way line of proposed State Highway 211;

THENCE: Along the south right-of-way line of said proposed State Highway 211, the following bearings and distances:

$S\ 46^{\circ}22'08''\ E$, a distance of 3189.08 feet to a found Texas Department of Transportation highway monument (Type III);

Southeasterly, along a tangent curve to the left, said curve having a radius of 5804.58 feet, a central angle of $03^{\circ}05'53''$, a chord bearing and distance of $S\ 47^{\circ}55'04''\ E$, 313.83 feet, for an arc length of 313.87 feet to a found Texas Department of Transportation highway monument (Type III);

THENCE: $S\ 11^{\circ}24'08''\ E$, a distance of 29.18 feet to the POINT OF BEGINNING and containing 169.107 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

“THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_169.107_Acres.docx

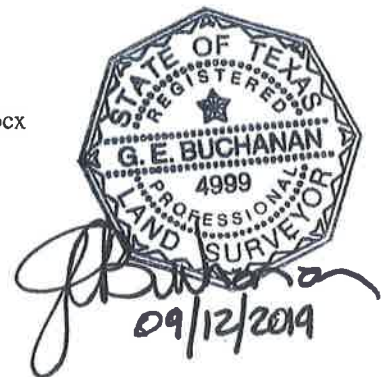
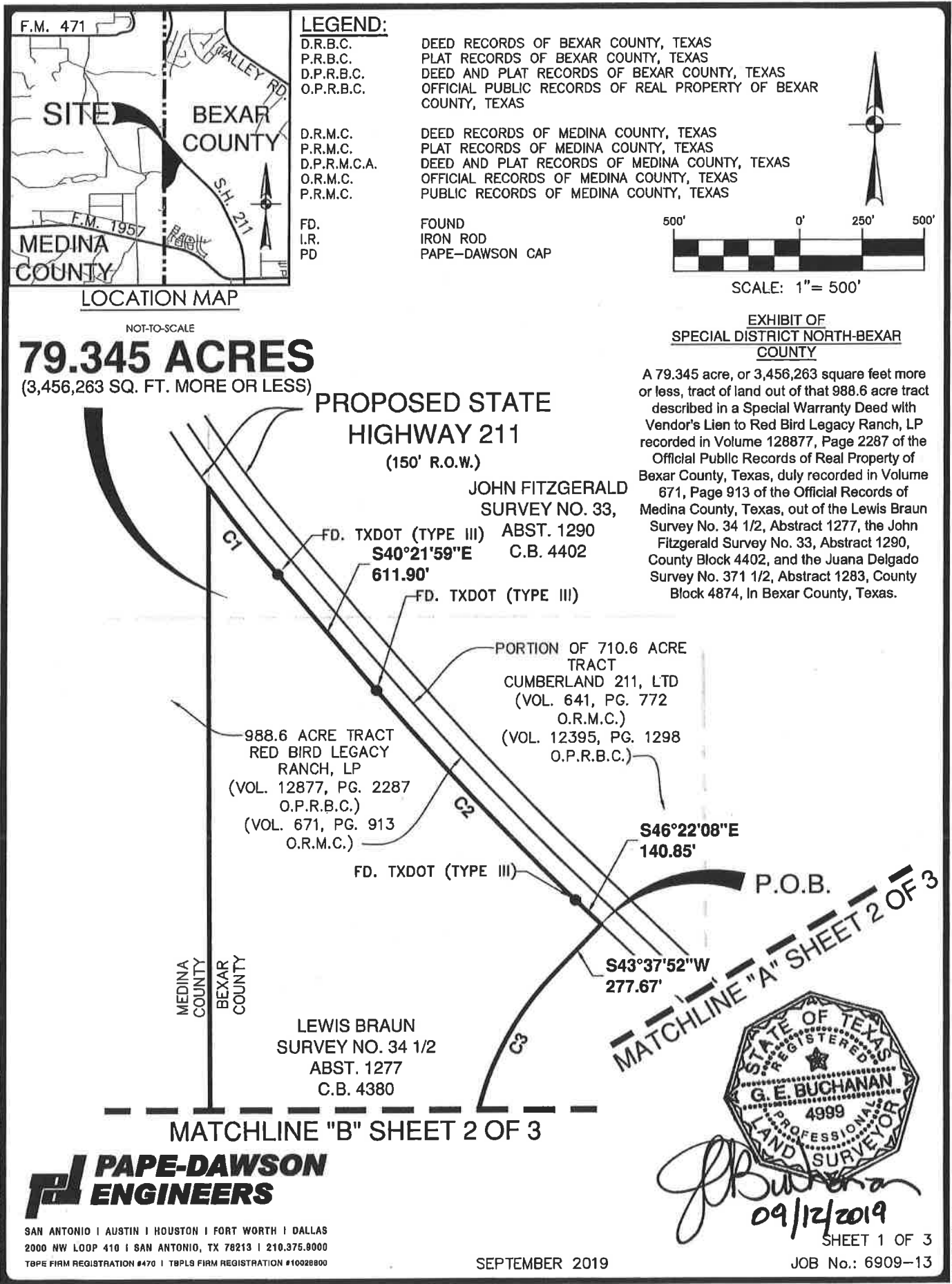
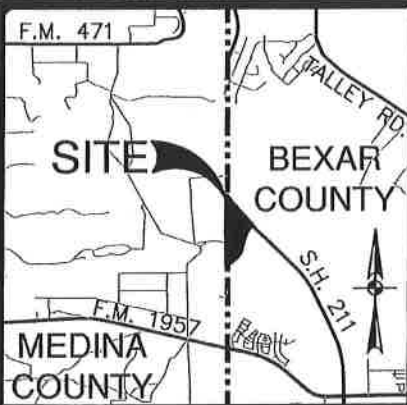


Exhibit A4





LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FD.
I.R.
PD

FOUND
IRON ROD
PAPE-DAWSON CAP



SCALE: 1" = 500'

MATCHLINE "A" SHEET 1 OF 3

R=5,804.58'
Delta=3°05'53"
CB=S47°55'04"E
CD=313.83'
L=313.87'

FD. TXDOT (TYPE III)

FD. TXDOT (TYPE III)

FD. I.R.(PD)

S11°24'08"E
29.18'

MATCHLINE "B" SHEET 1 OF 3

N00°16'06"W 4187.43'

S13°58'28"W 684.09'

S53°28'28"W
502.70'

JUANA DELGADO
SURVEY NO. 37 1/2
ABST. 1283
C.B. 4874

**PAPE-DAWSON
ENGINEERS**

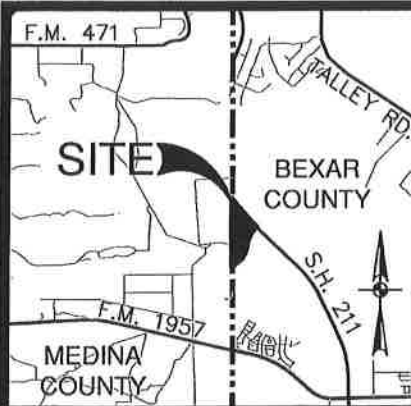
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TOLPE FIRM REGISTRATION #470 | TOLPE FIRM REGISTRATION #10028600

SEPTEMBER 2019

SHEET 2 OF 3
JOB No.: 6909-13

Date: Sep 11, 2019, 4:44pm User ID: jRettina
File: N:\DWG\6909-13\6909-13_E-79.545 AC.dwg

REFERENCE



LOCATION MAP

NOT-TO-SCALE

LEGEND:

D.R.B.C.	DEED RECORDS OF BEXAR COUNTY, TEXAS
P.R.B.C.	PLAT RECORDS OF BEXAR COUNTY, TEXAS
D.P.R.B.C.	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
D.R.M.C.	DEED RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C.	PLAT RECORDS OF MEDINA COUNTY, TEXAS
D.P.R.M.C.A.	DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
O.R.M.C.	OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C.	PUBLIC RECORDS OF MEDINA COUNTY, TEXAS
FD.	FOUND
I.R.	IRON ROD
PD	PAPE-DAWSON CAP

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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."

SYMBOL LEGEND



FOUND

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5804.58'	4°23'41"	S38°10'08"E	445.10'	445.21'
C2	11534.16'	5°44'13"	S43°14'05"E	1,154.42'	1154.90'
C3	1200.00'	29°39'25"	N28°48'10"E	614.22'	621.13'
C4	1300.00'	39°30'00"	N33°43'28"E	878.58'	896.23'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
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 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10026800

SEPTEMBER 2019

SHEET 3 OF 3
 JOB No.: 6909-13

REFERENCE



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT NORTH-BEXAR COUNTY

A 79.345 acre, or 3,456,263 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, duly recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, and the Juana Delgado Survey No. 371 1/2, Abstract 1283, County Block 4874, in Bexar County, Texas. Said 79.345 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:

BEGINNING: At a point on the south right-of-way line of proposed State Highway 211, a 150-foot right-of-way, from which a found 1/2" iron rod with yellow cap marked "Pape-Dawson" bears S 46°22'08" E, 3189.08 feet, S 47°55'04" E, 313.83 feet and S 11°24'08" E, 29.18 feet

THENCE: Departing the south right-of-way line of said proposed State Highway 211, the following bearings and distances:

S 43°37'52" W, a distance of 277.67 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 1200.00 feet, a central angle of 29°39'25", a chord bearing and distance of S 28°48'10" W, 614.22 feet, for an arc length of 621.13 feet to a point;

S 13°58'28" W, a distance of 684.09 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 1300.00 feet, a central angle of 39°30'00", a chord bearing and distance of S 33°43'28" W, 878.58 feet, for an arc length of 896.23 feet to a point;

S 53°28'28" W, a distance of 502.70 feet to a point, on the Bexar and Medina County line;

N 00°16'06" W, a distance of 4187.43 feet to a point, on the south right-of-way line of said proposed State Highway 211;

THENCE: Along the south right-of-way line of said proposed State Highway 211 the following bearings and distances:

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 5804.58 feet, a central angle of 04°23'41", a chord bearing and distance of S 38°10'08" E, 445.10 feet, for an arc length of 445.21 feet to a found Texas Department of Transportation highway monument (Type III);

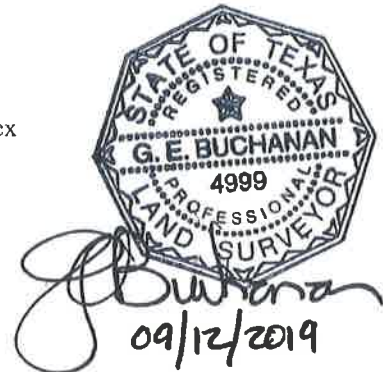
S 40°21'59" E, a distance of 611.90 feet to a found Texas Department of Transportation highway monument (Type III);

Southeasterly, along a tangent curve to the left, said curve having a radius of 11534.16 feet, a central angle of 05°44'13", a chord bearing and distance of S 43°14'05" E, 1154.42 feet, for an arc length of 1154.90 feet to a found Texas Department of Transportation highway monument (Type III);

S 46°22'08" E, a distance of 140.85 feet to the POINT OF BEGINNING and containing 79.345 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_79.345_Acres.docx



CITY OF SAN ANTONIO
DEVELOPMENT SERVICES DEPARTMENT
INTERDEPARTMENTAL CORRESPONDENCE

TO: Sheryl Sculley, City Manager

FROM: Roderick J. Sanchez, Development Services Director

COPIES: John P. Jacks, Assistant Director; Melissa Ramirez, Planning Manager; Elizabeth Carol, Principal Planner

SUBJECT: Medina County Interlocal Amendment – Submittal for Signatures

DATE: January 23, 2015

CONTRACT: City and Medina County Interlocal Agreement

ORDINANCE AUTHORIZATION: #2015-01-15-0021

DATE OF ORDINANCE AUTHORIZING CONTRACT: January 15, 2015

MAJOR PROVISIONS OF CONTRACT: The City yield's the platting authority to Medina County for lots smaller than 5,999 square feet and those larger than 0.4 acres. Medina County requested the City of San Antonio's reviewing authority for lots between 5,999 square feet and 0.4 acres.

ANALYSIS: The Medina County Commissioners Court approved the amended agreement on December 8, 2014. The agreement, as proposed establishes a unified set of platting standards and procedures for treatment and approval of plats in the Extraterritorial Jurisdiction (ETJ). Further, it designates Medina County as the one stop location for submittals.

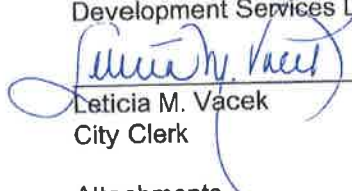
This Interlocal will authorize the City Manager to enter into an agreement with Medina County, which will relinquish to Medina County platting authority in the ETJ for all lots smaller than 5,999 square feet and those larger than 0.4 acres. Planning and Community Development will notify Medina County of any boundary changes within the ETJ. This agreement will be a one year agreement, which will automatically be renewed each year unless either the City or Medina County provides written notice to the other party 60 days prior to its expiration that the agreement will not be renewed.

FISCAL IMPACT: The fiscal impact to Development Services' Fund due to this Interlocal agreement is \$45,000 in additional platting application fees.

MANAGEMENT OF CONTRACT: The Development Services Department will have responsibility for the overall management of this contract amendment.

COORDINATION: This amendment to the interlocal agreement has been reviewed and coordinated with the following departments: Development Services Department, Planning and Community Development, and the City Attorney's Office.


Roderick J. Sanchez
Development Services Director


Leticia M. Vacek
City Clerk

Attachments




Martha G. Sepeda
City Attorney


Sheryl Sculley
City Manager

Exhibit B
CITY-COUNTY INTERLOCAL

STATE OF TEXAS	§	AMENDED AND RESTATED
	§	CITY-COUNTY INTERLOCAL
	§	AGREEMENT FOR PLATTING
COUNTY OF MEDINA	§	IN ETJ OF SAN ANTONIO

This First Amendment to the **City-County Interlocal Agreement** ("**Agreement**") for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, is entered into by and between the **CITY OF SAN ANTONIO**, a home-rule municipality, hereinafter referred to as "**CITY**" and the **COUNTY of MEDINA**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**", acting pursuant to the authority granted by the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791 and the TEXAS LOCAL GOVERNMENT CODE, Chapter 242, and under the terms of the original agreement approved by Ordinance number 2011-09-01-0713.

WITNESSETH

WHEREAS, both the **CITY** and **COUNTY** operate systems designed to approve subdivision plats as authorized under applicable state laws; and

WHEREAS, the TEXAS LOCAL GOVERNMENT CODE, CHAPTER 242, requires that the **CITY** and **COUNTY** enter into a written agreement pertaining to regulation of subdivision plats in the Extraterritorial Jurisdiction ("**ETJ**") of the **CITY**; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** entered into a City-County Interlocal Agreement for Platting in the Extraterritorial Jurisdiction of the City of San Antonio, which was approved September 1, 2011 by Ordinance number 2011-09-01-0713; and

WHEREAS, the governing bodies of the **CITY** and **COUNTY** believe it is in the best interest of both entities and the health, safety and welfare of the citizens they serve to now amend that agreement;

NOW THEREFORE, in order to carry out the intent of the Parties as expressed above, and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this **Agreement** is to establish and clarify each Party's obligations, costs, and the manner and method of approving subdivision plats for real property located within both the **COUNTY** and the **ETJ** of the **CITY**.

1.02 The **ETJ** of the **CITY** may fluctuate from time-to-time during the term of this **Agreement** as a result of City Council action. The **CITY** agrees to notify the **COUNTY** in writing within 10 days of any and all City Council action that changes the **ETJ** during the term of this **Agreement** thereby affecting subdivision platting for real property within the boundaries of the **COUNTY**.

ARTICLE II

TERM

2.01 The initial term of this Agreement shall be from the date of execution of this **Agreement** with a termination date of September 30, 2015. Thereafter, the Parties shall renew the **Agreement** on an annual basis beginning October 1, 2015. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term unless terminated. Either of the Parties may terminate the **Agreement** upon giving the other Party at least sixty (60) days notice of termination. City agrees to give the County notice at least ninety (90) days before each expansion of its extraterritorial jurisdiction within the County so that it may exercise its termination rights if it desires.

ARTICLE III

APPLICABLE PROCEDURES

3.01 **CITY** and **COUNTY** agree that subdivision platting within the Medina County portion of the **ETJ** of the **CITY** will be in accordance with the standards and procedures of the **COUNTY**, except those plats stipulated in Paragraph 3.02 of this **Agreement**.

3.02 **CITY** and **COUNTY** agree that plat review and approval for subdivisions containing residential tracts of between 5,999 square feet and 0.4 acre will be by the **CITY** in accordance with the procedures and standards set forth in Chapter 35, Unified Development Code, of the City Code of San Antonio, Texas.

3.03 For those plats stipulated in Paragraph 3.02 of this Agreement, the **CITY** shall require the owner to provide a Corporate Surety Bond, Irrevocable Letter of Credit, or Trust Agreement, in an amount approved by the Director of Development Services, to ensure the proper completion of roads, drainage, and water distribution facilities, as applicable, within subdivisions involving said infrastructure in order to release for recordation prior to construction, approval and acceptance. The template and requirements for a surety shall be the same as in the Unified Development Code and shall be made payable to the City of San Antonio. A condition of the bond, letter of credit or trust agreement shall be that the owner or owners of the tract of land to be subdivided will construct the roads or streets, stormwater drainage, and water distribution facilities of such subdivision within three years of plat approval or any approved time extension as provided in the Unified Development Code. The bond or letter of credit shall not be reduced or released until proper approval for the reduction has been obtained per the Unified Development Code, or the road construction and other infrastructure is completed and roads and other infrastructure are approved and/or accepted by the **CITY** and **COUNTY**.

3.04 For those plats stipulated in Paragraph 3.02 this Agreement, the **CITY** shall allow **COUNTY** inspectors access to road construction sites of subdivisions within the **ETJ**. **CITY** inspectors shall have control and approval authority of the road construction within the right-of-way. Upon notice from the **COUNTY**, the **CITY** shall halt construction if the applicable construction standards are not being met.

3.05 The **COUNTY** shall act as the general public's point-of-contact for receipt of all platting applications and for the collection of all required fees, including but not limited to, fees for recording the approved plat with the County Clerk. The **COUNTY** will reimburse the **CITY** on the last day of each month for the **CITY** platting fees collected.

3.06 Within the parameters of this Agreement, the Parties agree and understand that the **COUNTY** shall have exclusive control over the formulation and enforcement of regulations pertaining to manufactured housing in those portions of the **COUNTY** which are also within the extraterritorial jurisdiction of the **CITY**.

3.07 Within the parameter of this Agreement, the Parties agree and understand that the **COUNTY** shall have exclusive control over the formulation and enforcement of regulations pertaining to on-site sewage facilities and floodplain development in those portions of the **COUNTY** which are also with the **ETJ** of the **CITY**.

3.08 Upon completion of all formal approvals, **COUNTY** shall be responsible for recording plats or causing plats to be recorded and approved in accordance with Paragraph 3.01 with the County Clerk's Office. The **County** will provide the **City** an annual summary of recorded plats that lie within the City's **ETJ**. Upon completion of all formal approvals, **CITY** shall be responsible for recording plats approved in accordance with Paragraph 3.02 with the County Clerk's Office.

3.09 Nothing in this Agreement shall be construed to effect the authority of the **CITY** and its agency, the San Antonio Water System to enforce the **CITY'S** Water Quality Control and Pollution Prevention Ordinance to the extent currently provided in the City Code, Chapter 34, Article VI, of the **CITY** Code, within the **ETJ** of **CITY** and located in **COUNTY**. The **CITY** and the San Antonio Water System shall retain exclusive jurisdiction to enforce Chapter 34, Article VI, of the **CITY** Code within the **ETJ** of **CITY** and located in **COUNTY**.

ARTICLE IV **CONSIDERATION**

4.01 The Parties agree and understand that each shall be responsible for its own costs and expense necessary to fulfill its responsibilities under this **Agreement**.

ARTICLE V **TEXAS LAW TO APPLY**

5.01 This **Agreement** shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the **COUNTY** herein are performable in Medina County, Texas and all obligations of the **CITY** herein are performable in Medina County and Bexar County, Texas.

ARTICLE VI **LEGAL CONSTRUCTION**

6.01 In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII **AMENDMENTS**

7.01 This document embodies the entire agreement of the parties respecting the previous
41074467.7

agreement, and restates it in its entirety so that the parties need not refer to anything other than this instrument to ascertain their rights and obligations as of the date of this instrument. No other amendment, modification or alteration of the terms shall be binding unless in writing, dated subsequent to the date of the Agreement and duly authorized by the governing bodies of the CITY and the COUNTY.

ARTICLE VIII LIAISONS AND NOTICES

8.01 Unless written notification by the COUNTY to the contrary is received by CITY, the County Judge shall be the designated representative of the COUNTY responsible for the management of this Agreement.

8.02 Unless written notification by the CITY to the contrary is received by COUNTY, the Director of the Development Services Department shall be the designated representative of the CITY responsible for management of this Agreement.

8.03 Communications between CITY and COUNTY shall be directed to the designated representatives of each as set forth above.

8.04 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and hand delivered or mailed, emailed (with a hard copy to follow), registered or certified mail, postage prepaid, to the addresses set forth below:

CITY
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283
Attn: Roderick J. Sanchez, Director
Development Services Department
Land.Development@sanantonio.gov

COUNTY
Medina County
1100 16th Street
Hondo, TX 78861
Attn: County Judge
countyjudge@medinacountytexas.org

[REST OF PAGE INTENTIONALLY LEFT BLANK]

Notice of change of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS 27th DAY OF January, 2014.
5

CITY OF SAN ANTONIO, TEXAS

By: [Signature]
for Sheryl Seulley
City Manager

ATTEST:

[Signature]
Leticia Vacek
City Clerk



APPROVED: as to form

[Signature]
for Martha G. Sepeda,
Acting City Attorney

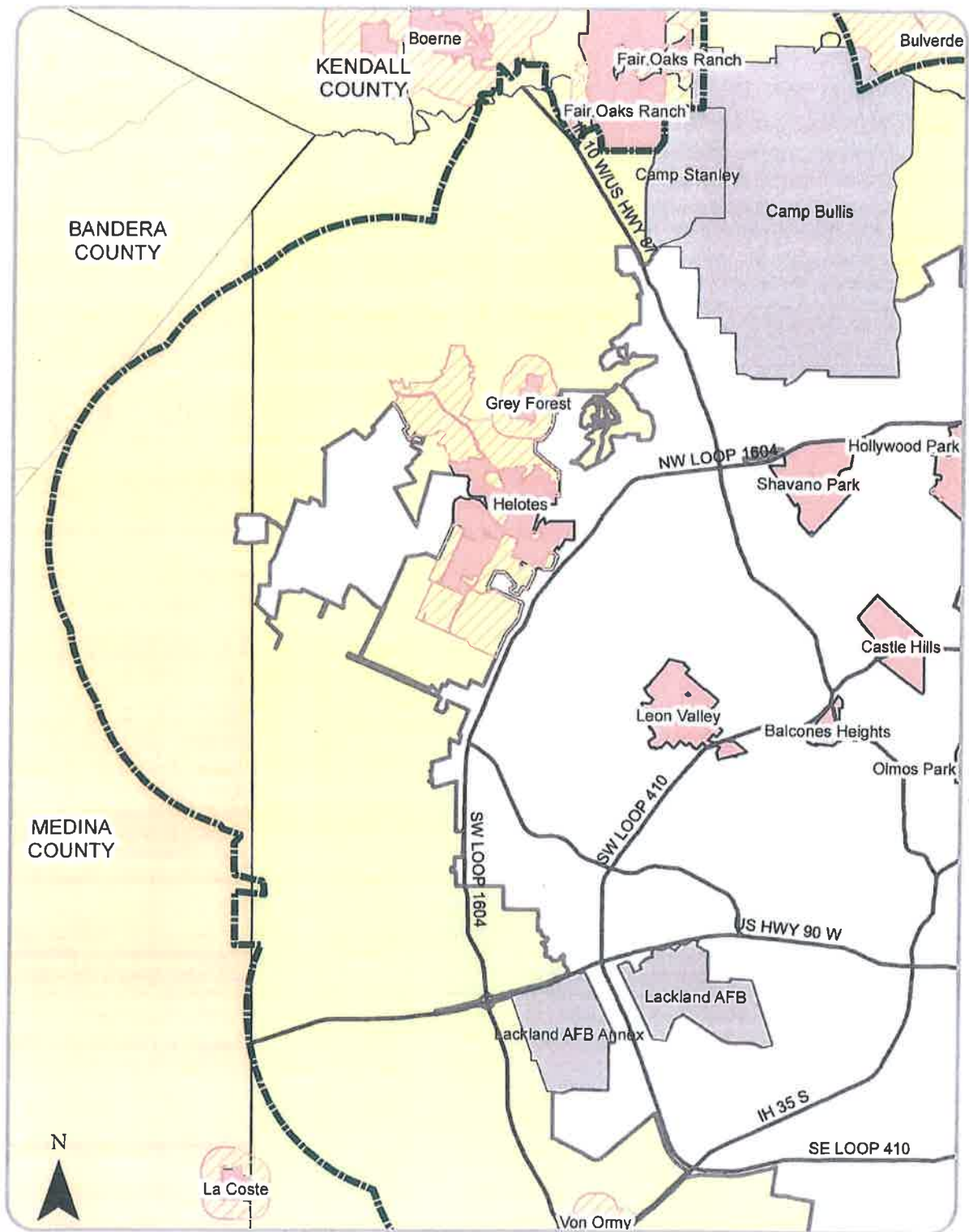
COUNTY of MEDINA, TEXAS

By: [Signature]
James E. Barden
County Judge

[Signature]
Lisa J. Wernette
County Clerk

By: [Signature]
Chief Deputy





**CITY OF SAN ANTONIO
DEVELOPMENT SERVICES
DEPARTMENT**

City of San Antonio
Development Services Department
Land Entitlements Section
1901 S. Alamo, San Antonio, TX 78204
www.sanantonio.gov/dsd



San Antonio ETJ



Major Roads



Cities/Towns ETJ



Cities and Towns



Military Bases



City of San Antonio

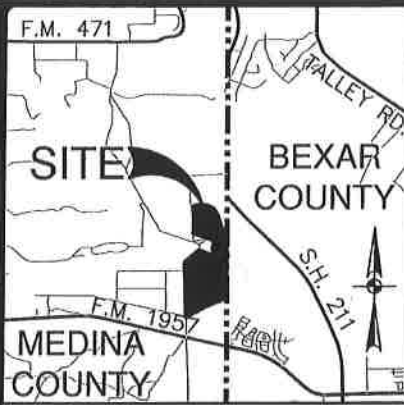


Bexar County

2014 Medina County Interlocal Agreement

Exhibit C
DISTRICTS PROPERTY DESCRIPTIONS
[MEETS AND BOUNDS AND LOCATION MAP]

Exhibit C1 - FWSD #2 South



LOCATION MAP

NOT-TO-SCALE

EXHIBIT OF SPECIAL DISTRICT SOUTH-MEDINA COUNTY

A 264.672 acre, or 11,529,107 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, duly recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, out of the Juana Delgado Survey No. 37 1/2, Abstract 1283, County Block 4874, and out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, Medina County, Texas.



G.E. Buchanan
09/12/2019

LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FD.
I.R.
PD

FOUND
IRON ROD
PAPE-DAWSON CAP



SCALE: 1" = 1,000'

LEWIS BRAUN
SURVEY NO. 34 1/2
ABST. 1277
C.B. 4380

5.000 ACRE TRACT
IGNACIA R. MEDINA
(DOC. #2015006021
P.R.M.C.)

FD. I.R.(PD)

FD. I.R.(PD)

FD. 1/2" I.R.

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

FD. I.R.(PD)

JUANA DELGADO
SURVEY NO. 37 1/2
ABST. 1283
C.B. 4874

**264.672
ACRES**

(11,529,107 SQ. FT. MORE
OR LESS)

988.6 ACRE TRACT
RED BIRD LEGACY
RANCH, LP
(VOL. 12877, PG.
2287 O.P.R.B.C.)
(VOL. 671, PG. 913
O.R.M.C.)

WURZBACH ROAD (40' R.O.W.)

N01°31'22"W 3354.69'

S00°16'06"E 3917.98'

FD. 1/2" I.R.

**PAPE-DAWSON
ENGINEERS**

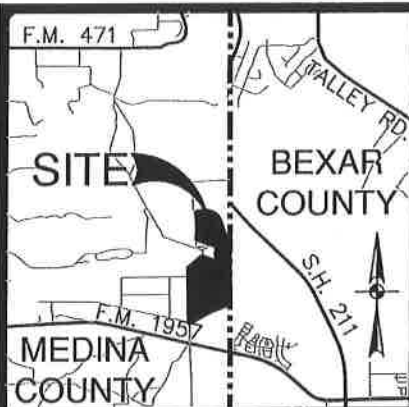
P.O.B.

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

SEPTEMBER

SHEET 1 OF 2
JOB No.: 6909-13

REFERENCE:



LOCATION MAP

NOT-TO-SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
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LEGEND:

D.R.B.C.
P.R.B.C.
D.P.R.B.C.
O.P.R.B.C.

D.R.M.C.
P.R.M.C.
D.P.R.M.C.A.
O.R.M.C.
P.R.M.C.

FD.
I.R.
PD

DEED RECORDS OF BEXAR COUNTY, TEXAS
PLAT RECORDS OF BEXAR COUNTY, TEXAS
DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

DEED RECORDS OF MEDINA COUNTY, TEXAS
PLAT RECORDS OF MEDINA COUNTY, TEXAS
DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FOUND
IRON ROD
PAPE-DAWSON CAP

(A)

REDBIRD RANCH
UNIT 5B

(VOL. 10, PGS. 196-197 D.P.R.M.C.)

(B)

REDBIRD RANCH
UNIT 11D-1

(VOL. 20001, PG. 130 P.R.B.C.)

(C)

REDBIRD RANCH
UNIT 11C1

(VOL. 9712, PG. 1 D.P.R.B.C.)

(D)

REDBIRD RANCH
UNIT 5A

(VOL. 10, PG. 195 D.P.R.M.C.)

(E)

20.00 ACRE TRACT
REDBIRD COMMUNITY CHURCH
(VOL.688, PG. 772 O.R.M.C.)

SYMBOL LEGEND

FOUND

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	3043.00'	5°41'29"	N00°01'42"W	302.15'	302.27'
C2	15.00'	88°54'27"	N41°38'22"W	21.01'	23.28'
C3	15.00'	88°54'27"	N49°26'50"E	21.01'	23.28'
C4	3043.00'	7°35'41"	N08°47'17"E	403.07'	403.37'
C5	5060.00'	17°57'57"	N00°08'17"E	1,580.14'	1586.63'
C6	965.00'	81°18'55"	S58°11'14"E	1,257.47'	1369.55'
C7	1285.00'	30°21'41"	S32°42'44"E	672.99'	680.93'

LINE TABLE

LINE	BEARING	LENGTH
L1	N49°20'13"E	1068.36'
L2	S71°32'05"E	976.86'
L3	N02°52'27"W	148.47'
L4	N86°05'46"W	18.84'
L5	N03°54'14"E	86.00'
L6	S86°05'46"E	18.84'
L7	N71°31'56"W	940.17'
L8	N68°03'53"W	435.70'
L9	N08°50'42"W	72.24'
L10	N81°09'18"E	371.51'
L11	S17°31'47"E	614.92'
L12	S68°47'52"W	1282.14'
L13	S60°52'46"W	1389.68'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

SEPTEMBER 2019 SHEET 2 OF 2
JOB No.: 6909-13

REFERENCE



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT SOUTH-MEDINA COUNTY

A 264.672 acre, or 11,529,107 square feet more or less, tract of land out of that 988.6 acre tract described in a Special Warranty Deed with Vendor's Lien to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas, duly recorded in Volume 128877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, out of the Juana Delgado Survey No. 37 1/2, Abstract 1283, County Block 4874, and out of the Lewis Braun Survey No. 34 1/2, Abstract 1277, Medina and Bexar County, Texas. Said 264.672 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:

BEGINNING: At a found ½" iron rod on the east right-of-way line of Wurzbach Road, a 40-foot right-of-way, the northwest corner of Redbird Ranch Unit 5B recorded in Volume 10, Pages 196-197 of the Deed and Plat Records of Medina County, Texas, same being the southwest corner of said 988.6 acre tract;

THENCE: Along and with the east right-of-way line of said Wurzbach Road, the following bearings and distances:

N 01°31'22" W, a distance of 3354.69 feet to a point;

N 49°20'13" E, a distance of 1068.36 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson, the southwest corner of a 20.00 acre tract conveyed to Redbird Community Church by Gift Deed recorded in Volume 688, Page 722, of the Official Records of Medina County, Texas;

THENCE: Along and with the common lines of said 269.550 acre tract and said Redbird 20.00 acre tract, the following bearings and distances:

S 71°32'05" E, a distance of 976.86 feet to a found ½" iron rod;

N 02°52'27" W, a distance of 148.47 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northeasterly, along a tangent curve to the right, said curve having a radius of 3043.00 feet, a central angle of 05°41'29", a chord bearing and distance of N 00°01'42" W, 302.15 feet, for an arc length of 302.27 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'27", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for an arc length of 23.28 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

N 86°05'46" W, a distance of 18.84 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

N 03°54'14" E, a distance of 86.00 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

S 86°05'46" E, a distance of 18.84 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'27", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for an arc length of 23.28 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

Northeasterly, along a non-tangent curve to the right, said curve having a radius of 3043.00 feet, a central angle of 07°35'41", a chord bearing and distance of N 08°47'17" E, 403.07 feet, for an arc length of 403.37 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson;

THENCE: N 71°31'56" W, a distance of 940.17 feet to a point, the northeast corner of a 5.000 acre tract conveyed to Ignacia R. Medina by Special Warranty Deed recorded in Document Number 2015006021, Public Records of Medina County, Texas, same being the northwest corner of said Redbird 20.00 acre tract;

THENCE: N 68°03'53" W, along and with said Medina 5.000 acre tract, a distance of 435.70 feet to a point;

THENCE: Departing the north line of said Medina 5.000 acre tract and crossing said 988.6 acre tract the following bearings and distances:

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 5060.00 feet, a central angle of 17°57'57", a chord bearing and distance of N 00°08'17" E, 1580.14 feet, for an arc length of 1586.63 feet to a point;

N 08°50'42" W, a distance of 72.24 feet to a point;

N 81°09'18" E, a distance of 371.51 feet to a point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 965.00 feet, a central angle of 81°18'55", a chord bearing and distance of S 58°11'14" E, 1257.47 feet, for an arc length of 1369.55 feet to a point;

S 17°31'47" E, a distance of 614.92 feet to a point;

Southeasterly, along a non-tangent curve to the left, said curve having a radius of 1285.00 feet, a central angle of 30°21'41", a chord bearing and distance of S 32°42'44" E, 672.99 feet, for an arc length of 680.93 feet to a point on the common line between Bexar County and Medina County;

THENCE: S 00°16'06" E, continuing over and across said 988.6 acre tract and along said county line, a distance of 3917.98 feet to a point, on the north line of a 81.315 acre tract conveyed to Continental Homes of Texas, LP by Special Warranty Deed recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Bexar County, Texas and a west corner of Lot 909, Block 70 of Redbird Ranch Unit 11D-1 recorded in Volume 20001, Page 130 of the Plat Records of Bexar County, Texas;

THENCE: S 68°47'52" W, departing the west line of said Redbird Ranch Unit 11D-1, along and with common line of said Continental Homes 81.315 acre tract and said 988.6 acre tract, a distance of 1282.14 feet to a point, on the north line of Redbird Ranch Unit 5A Subdivision recorded in Volume 10, Page 195 of the Deed and Plat Records of Medina County, Texas;

THENCE: S 60°52'46" W, along the north line of said Redbird Ranch Unit 5A and said Unit 5B, a distance of 1389.68 feet to the POINT OF BEGINNING and containing 264.672 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_264.672_Acres.docx

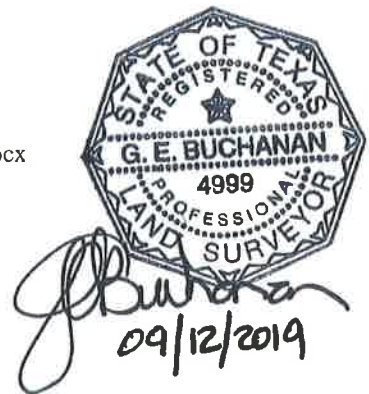
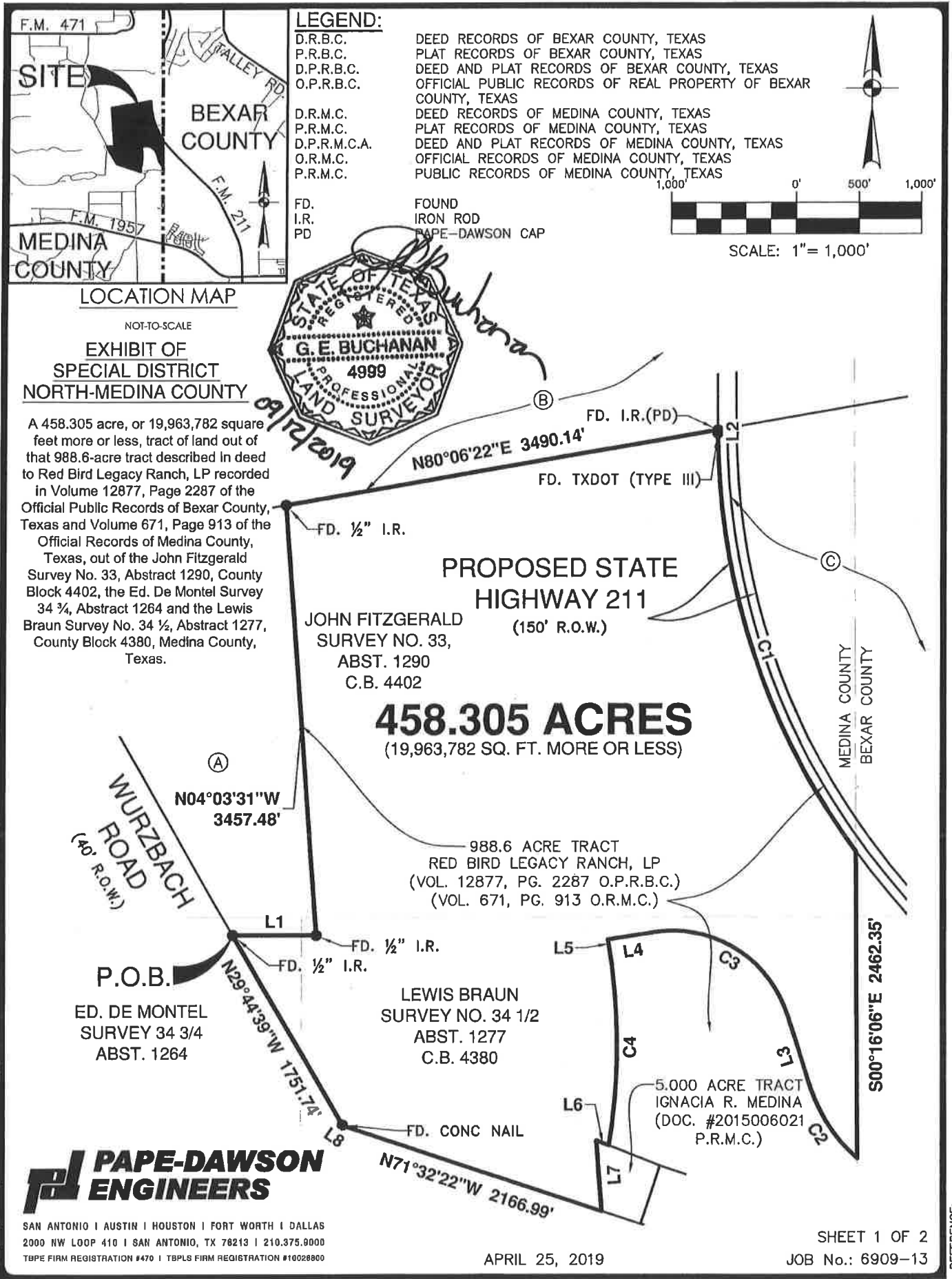
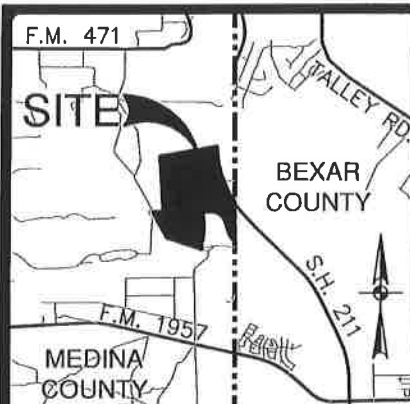


Exhibit C2 - FWSD #3 North





LOCATION MAP

NOT-TO-SCALE

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. "THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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."

SYMBOL LEGEND

FOUND

LEGEND:

D.R.B.C. DEED RECORDS OF BEXAR COUNTY, TEXAS
P.R.B.C. PLAT RECORDS OF BEXAR COUNTY, TEXAS
D.P.R.B.C. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.B.C. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS

D.R.M.C. DEED RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C. PLAT RECORDS OF MEDINA COUNTY, TEXAS
D.P.R.M.C.A. DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
O.R.M.C. OFFICIAL RECORDS OF MEDINA COUNTY, TEXAS
P.R.M.C. PUBLIC RECORDS OF MEDINA COUNTY, TEXAS

FD. FOUND
I.R. IRON ROD
PD. PAPE-DAWSON CAP

Ⓐ

99.657 ACRE TRACT
D-W 381 PARTNERS, LLC
(DOC. #2018008085 O.R.M.C.)

Ⓑ

578.001 ACRE TRACT
GALLAGHER CONCOURSE, L.P.
(DOC NO 2006005543 O.R.M.C.)

Ⓒ

PORTION OF 710.6 ACRE TRACT
CUMBERLAND 211, LTD
(VOL 641, PG 772 O.R.M.C.)
(VOL 12395, PG 1298 O.P.R.B.C.)

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	5804.58'	35°25'08"	S18°15'44"E	3,531.40'	3588.26'
C2	1285.00'	30°21'41"	N32°42'44"W	672.99'	680.93'
C3	965.00'	81°18'55"	N58°11'14"W	1,257.47'	1369.55'
C4	5060.00'	17°57'57"	S00°08'17"W	1,580.14'	1586.63'

LINE TABLE

LINE	BEARING	LENGTH
L1	S89°59'11"E	659.47'
L2	S00°33'10"E	26.21'
L3	N17°31'47"W	614.92'
L4	S81°09'18"W	371.51'
L5	S08°50'42"E	72.24'
L6	N68°03'53"W	105.28'
L7	S04°07'55"E	570.35'



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

APRIL 25, 2019

SHEET 2 OF 2
JOB No.: 6909-13

REFERENCE:



METES AND BOUNDS DESCRIPTION
FOR
SPECIAL DISTRICT NORTH-MEDINA COUNTY

A 458.305 acre, or 19,963,782 square feet more or less, tract of land out of that 988.6-acre tract described in deed to Red Bird Legacy Ranch, LP recorded in Volume 671, Page 913 of the Official Records of Medina County, Texas and Volume 12877, Page 2287 of the Official Public Records of Bexar County, Texas, out of the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, the Ed. De Montel Survey 34 $\frac{3}{4}$, Abstract 1264 and the Lewis Braun Survey No. 34 $\frac{1}{2}$, Abstract 1277, County Block 4380, Medina County, Texas. Said 458.305 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:

- BEGINNING:** At a found $\frac{1}{2}$ " iron rod, on the northeast right-of-way line of Wurzbach Road, a 40-foot right-of-way, the southwest corner of a called 99.657-acre tract recorded in Document No. 2018008085 of the Official Records of Medina County, Texas, same being a northwest corner of said 988.6-acre tract;
- THENCE:** S 89°59'11" E, with the south line of said called 99.657-acre tract, same being a north line of said 988.6-acre tract, a distance of 659.47 feet to a found $\frac{1}{2}$ " iron rod, the southeast corner of said called 99.657-acre tract, same being an interior corner of said 988.6-acre tract;
- THENCE:** N 04°03'31" W, with the east line of said called 99.657-acre tract, same being a west line of said 988.6-acre tract, a distance of 3457.48 feet to a found $\frac{1}{2}$ " iron rod, on the south line of a called 578.001-acre tract recorded in Document No. 2006005543 of the Official Records of Medina County, Texas, the northeast corner of said called 99.657-acre tract, same being the northwest corner of said 988.6-acre tract;
- THENCE:** N 80°06'22" E, with the south line of said called 578.001-acre tract, same being a north line of said 988.6-acre tract, a distance of 3490.14 feet to a found $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape Dawson", on the proposed west right-of-way line of State Highway 211, a 150-foot right-of-way, the southwest corner of said called 578.001-acre tract;
- THENCE:** Departing the south line of said called 578.001-acre tract, with the proposed west right-of-way line of said State Highway 211, over and across said 988.6-acre tract the following bearings and distances:

S 00°33'10" E, a distance of 26.21 feet to a found Texas Department of Transportation highway monument (Type III), and;

THENCE: Southeasterly, with a tangent curve to the left, said curve having a radius of 5804.58 feet, a central angle of 35°25'08", a chord bearing and distance of S 18°15'44" E, 3531.40 feet, for an arc length of 3588.26 feet to a point on common line between Bexar County and Medina County;

THENCE: S 00°16'06" E, departing the proposed west right-of-way line of said State Highway 211, with said common county line, continuing over and across said 988.6-acre tract, a distance of 2462.35 feet to a point;

THENCE: Departing said county line, continuing over and across said 988.6-acre tract, the following bearings and distances:

Northwesterly, along a non-tangent curve to the right, said curve having a radius of 1285.00 feet, a central angle of 30°21'41", a chord bearing and distance of N 32°42'44" W, 672.99 feet, for an arc length of 680.93 feet to a point;

N 17°31'47" W, a distance of 614.92 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 965.00 feet, a central angle of 81°18'55", a chord bearing and distance of N 58°11'14" W, 1257.47 feet, for an arc length of 1369.55 feet to a point;

S 81°09'18" W, a distance of 371.51 feet to a point;

S 08°50'42" E, a distance of 72.24 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 5060.00 feet, a central angle of 17°57'57", a chord bearing and distance of S 00°08'17" W, 1580.14 feet, for an arc length of 1586.63 feet to a point, on the north line of a called 5.000-acre tract recorded in Document No. 2015006021 of the Public Records of Medina County, Texas;

THENCE: N 68°03'53" W, with the north line of said called 5.000-acre tract, a distance of 105.28 feet to a point, the northwest corner of said called 5.000-acre tract;

THENCE: S 04°07'55" E, with the west line of said called 5.000-acre tract, a distance of 570.35 feet to a point, on the northeast right-of-way line of the aforementioned Wurzbach Road, the southwest corner of said called 5.000-acre tract

THENCE: With the northeast right-of-way line of said Wurzbach Road, same being the southwest line of said 988.6-acre tract, the following bearings and distances:

N 71°32'22" W, a distance of 2166.99 feet to a point;

N 54°28'10" W, a distance of 15.97 feet to a found concrete nail, and;

THENCE: N 29°44'39" W, a distance of 1751.74 feet to the POINT OF BEGINNING and containing 458.305 acres in Bexar County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 6909-13 by Pape-Dawson Engineers, Inc.

"THIS DOCUMENT WAS PREPARED UNDER JOB NO. 6909-13 AND DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY. THIS EXHIBIT 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: September 12, 2019
JOB NO. 6909-13
DOC. ID. N:\CIVIL\6909-13\Word\6909-13 FN_458.305_Acres.docx

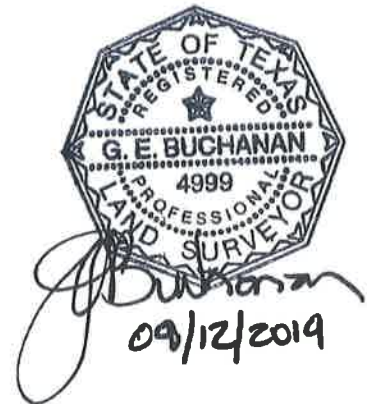
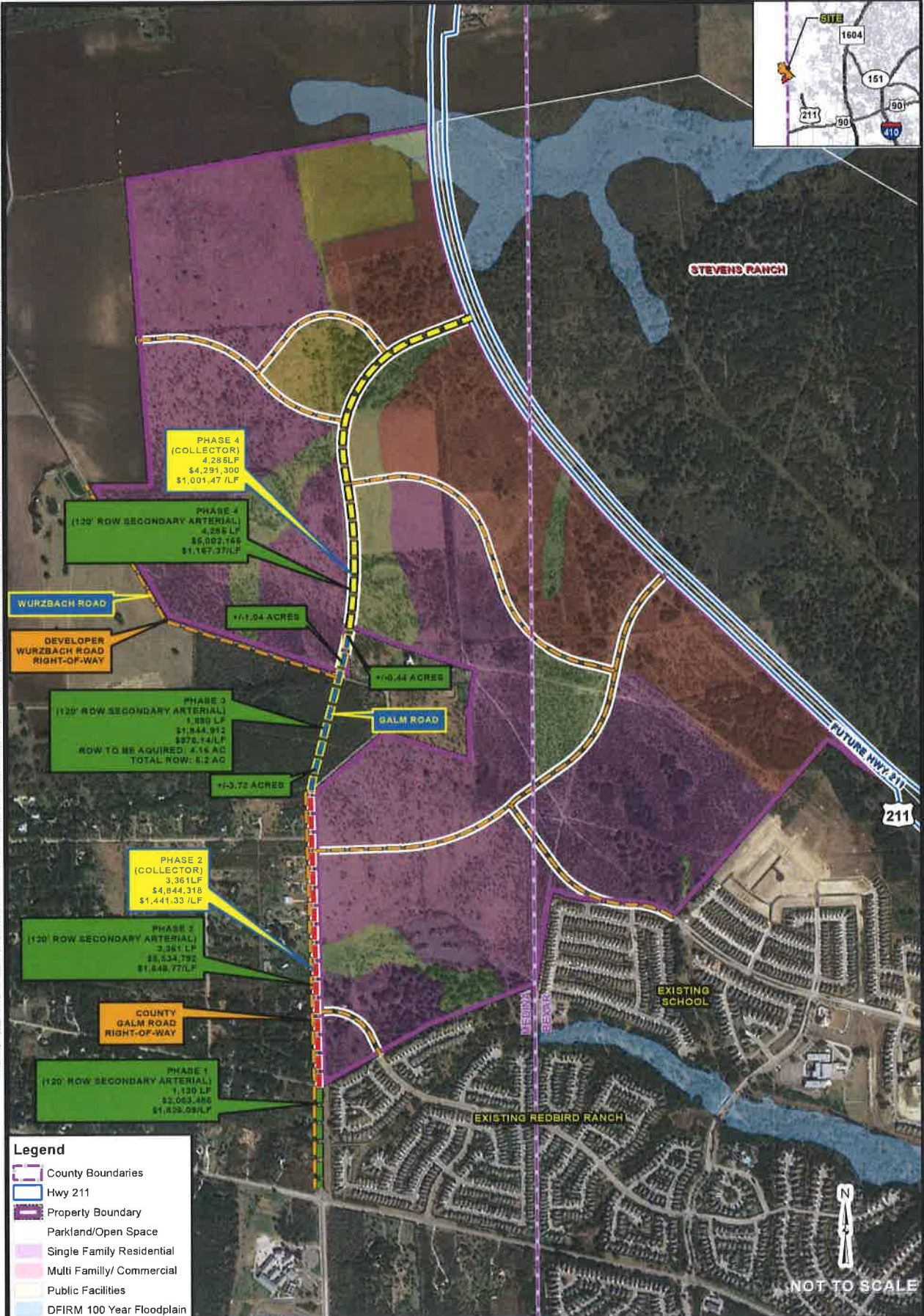


Exhibit D
GALM ROAD IMPROVEMENTS

Date: Nov 13, 2018 5:00:25 PM User: EDPWY
 File: P:\080413\03\CONCEPT\GALM RD EXHIBIT.DWG



JOB NO.	6909-13
DATE	Nov 2019
DESIGNER	RG
CHECKED	CCT
DRWN	EP
SHEET	1.0

THE SUMMIT AT REDBIRD RANCH

GALM RD EXHIBIT



SAN ANTONIO • AUSTIN • HOUSTON • FORT WORTH • DALLAS
 2000 NW LOOP 410 • SAN ANTONIO, TX 78213 • 210.375.9000
 TSPC FIRM REGISTRATION #170 • TSPS FIRM REGISTRATION #1002800

Exhibit E
DEVELOPER'S REIMBURSEMENT REQUEST

THE STATE OF TEXAS §
 §
COUNTY OF MEDINA §

I, the undersigned, being an authorized representative of Red Bird Legacy Ranch, LP (the "Developer"), in such capacity and in connection with this Developer's Reimbursement Request (this "Request"), made under that certain Development Agreement (the "Agreement"), dated and effective as of November 21, 2019, by and among Developer and Medina County, Texas, do hereby request reimbursement for the hereinafter-described Extraordinary Galm Road Improvements Costs actually incurred, which reimbursement shall be in the form of Grants, in the amount of \$_____, and in connection with this Request, I DO HEREBY CERTIFY:

(i) There now exists no default under the Agreement and no event has occurred which, with the giving of notice, passage of time, or otherwise would constitute an event of default under the Agreement.

(ii) The representations and warranties made in the Agreement are true and correct in all material respects as of this date.

(iii) The Extraordinary Galm Road Improvements Costs that are the subject of this Request represent actual costs incurred by Developer, as evidenced by the invoices, executed releases or waivers of mechanics' and materialmen's liens and receipted bills showing payment of all amounts due to all parties who have furnished materials or services or performed labor of any kind in connection with the Extraordinary Galm Road Improvements Costs heretofore referenced that are attached hereto and included herewith.

(iv) All work in furtherance of Project completion performed to the date hereof has been performed in a good and workmanlike manner in strict conformance with the necessary documents.

(v) No changes to the MDP have been made since its approval by the City.

Capitalized terms used herein without definition have the meanings ascribed thereto in the Agreement.

DATED as of this, the _____ day of _____, 20__.

Red Bird Legacy Ranch, LP

By: _____

Name: _____

Title: _____

Exhibit F
MASTER DEVELOPMENT PLAN



PERMIT INFORMATION

1. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

2. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

3. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

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9. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

10. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

LEGEND

1. LOT 1

2. LOT 2

3. LOT 3

4. LOT 4

5. LOT 5

6. LOT 6

7. LOT 7

8. LOT 8

9. LOT 9

10. LOT 10

11. LOT 11

12. LOT 12

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91. LOT 91

92. LOT 92

93. LOT 93

94. LOT 94

95. LOT 95

96. LOT 96

97. LOT 97

98. LOT 98

99. LOT 99

100. LOT 100

PERMIT INFORMATION

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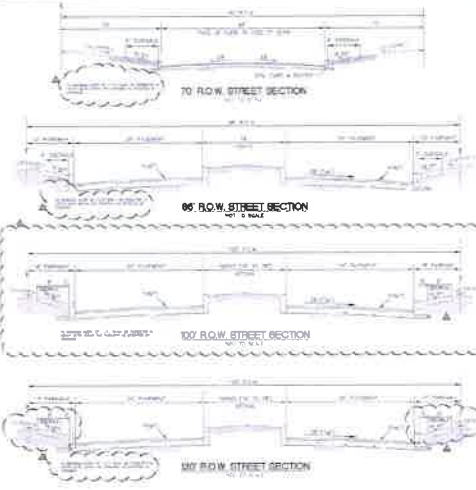
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KEYED NOTES

1. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

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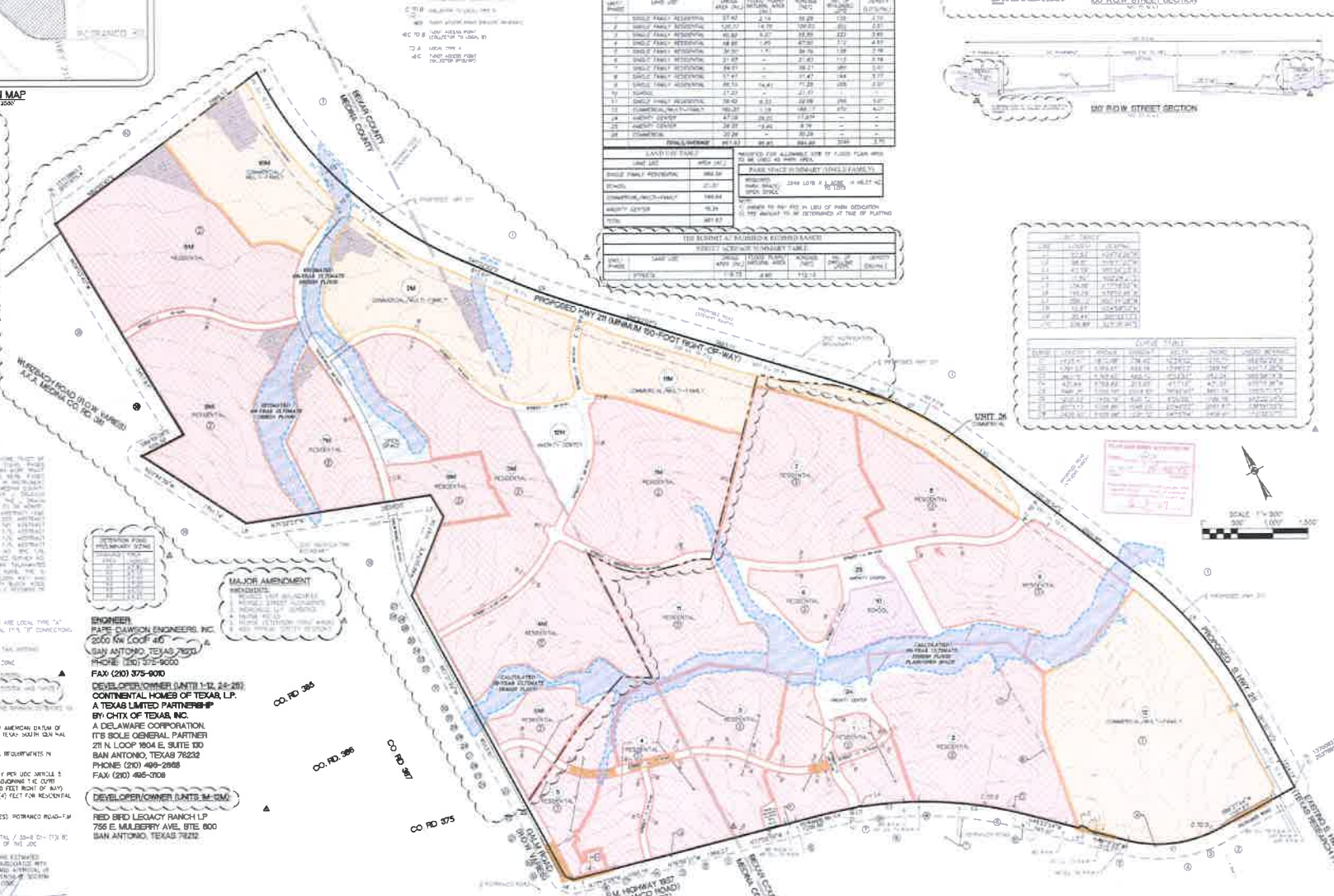
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10. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.



REDBIRD RANCH SUBDIVISION

1. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

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10. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

ENGINEER
PAPE-DAWSON ENGINEERS, INC.
2000 W. LOOP 405
SAN ANTONIO, TEXAS 78238
PHONE: (210) 375-9000
FAX: (210) 375-9000

DEVELOPER/OWNER (UNITS 1-12, 24-28)
CONTINENTAL HOMES OF TEXAS, L.P.
A TEXAS LIMITED PARTNERSHIP
BY: CHTX OF TEXAS, INC.
A DELAWARE CORPORATION
ITS SOLE GENERAL PARTNER
200 N. LOOP 405 E., SUITE 300
SAN ANTONIO, TEXAS 78238
PHONE: (210) 498-2888
FAX: (210) 498-0708

DEVELOPER/OWNER (UNITS 13-23)
REDBIRD RANCH L.P.
705 E. MULESBERRY AVE., SUITE 300
SAN ANTONIO, TEXAS 78238

PERMIT INFORMATION

1. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

2. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

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10. THE DEVELOPMENT SHALL BE SUBMITTED TO THE CITY OF SAN ANTONIO FOR REVIEW AND APPROVAL.

Exhibit G
Tree Ordinance

AN ORDINANCE 2010-05-06-0376

**AMENDING CHAPTER 35, UNIFIED DEVELOPMENT
CODE, OF THE CITY CODE OF SAN ANTONIO,
TEXAS, RELATING TO TREE PRESERVATION AND
ADEQUATE CANOPY COVERAGE**

* * * * *

WHEREAS, the City of San Antonio Master Plan, adopted May 29, 1997, Vision Statement includes promoting "balanced and responsible urban design, planning and development, and responsible protection of the City's historical, cultural, and natural resources"; and

WHEREAS, City staff have met with numerous stakeholder groups and have revised various amendments to further the goals of tree preservation and balanced development; and

WHEREAS, it is the goal of the City Council to provide increased opportunities for economic development by providing additional methods to preserve and increase the tree canopy of the City and its extra-territorial jurisdiction, "ETJ", and

WHEREAS, it is the goal of the City Council to increase the tree canopy of the City and its extra-territorial jurisdiction, "ETJ", and

WHEREAS, it is the desire of the City Council to achieve the American Forests tree canopy goal of 40% in the City and its extra-territorial jurisdiction, "ETJ", and

WHEREAS, the City Master Plan provides that the tree preservation ordinance shall be strengthened as needed, **NOW, THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. City Council finds and affirms the goal for maintaining existing trees and the planting of additional trees to increase the overall tree canopy within the city and the city's ETJ.

SECTION 2. City staff is directed to develop a tree canopy establishment program with plans and a budget for all areas of the City of San Antonio utilizing input from a broad collection of interested citizens.

SECTION 3. Chapter 35 of the City Code of San Antonio, Texas is hereby amended by adding language that is underlined (added) and deleting the language that is stricken (~~deleted~~) to the existing text as set forth in this Ordinance.

SECTION 4. In accordance with the provisions of the City Master Plan and the objectives of maintaining existing trees and the planting of additional trees within the city and the city's ETJ, Chapter 35 of the City Code of San Antonio, Texas is hereby amended as follows:

Chapter 35, Article V, Section 35-523 is amended as follows:

35-523. Tree Preservation.

STATEMENT OF PURPOSE

While allowing the reasonable improvement of land within the city and city's ETJ, it is stated public policy of the city to maintain, to the greatest extent possible, existing trees within the city and the ETJ, and to add to the tree population within the city and the ETJ to promote a high tree canopy goal. The planting of additional trees and preservation of existing trees in the city and the ETJ is intended to accomplish, where possible, the following objectives:

- To preserve trees as an important public resource enhancing the quality of life and the general welfare of the city and enhancing its unique character and physical, historical and aesthetic environment.*

- To encourage the preservation of existing trees and the planting of new trees for the enjoyment of future generations.*

- To encourage the preservation of existing trees and the planting of new trees to provide health benefits by the cleansing and cooling of the air and contributing to psychological wellness.*

- To encourage the preservation of existing trees and the planting of new trees to provide environmental elements by adding value to property, and reduction of energy costs through passive solar design utilizing trees.*

- To encourage the preservation of existing trees and the planting of new trees to provide environmental elements necessary to reduce the amount of pollutants entering streams and to provide elements crucial to establishment of the local ecosystem.*

- To provide tree preservation requirements and incentives to exceed those requirements that encourage the maximum preservation of trees: and planting that will achieve greater overall tree canopy.*

- To promote and protect the health, safety and welfare of the public by creating an urban environment that is aesthetically pleasing and that promotes economic development through an enhanced quality of life.*

SG/NJH

05/06/10

Item # 5 Amended

- *To encourage the preservation of environmentally sensitive areas that protect and enhance the water quality, ecosystem and the aesthetic environment.*
- *To increase tree canopy coverage for the City and ETJ.*
- *To recognize the economic value added to properties with trees and high tree canopy coverage.*

This section implements the following provisions of the master plan:

Neighborhoods, Policy 3c: Continue to implement the tree preservation ordinance and strengthen as needed.

(a) **Applicability.**

(1) **Generally.**

- A. The regulations contained in this division shall apply to any private property located within the city limits and the ETJ of the city.
- B. The regulations contained in this division shall apply to all public property held by or for the benefit of the city or any agency, board or commission thereof in accordance with the provisions of subsection (p) ~~(e)~~ of this division.
- C. The regulations contained in this division shall regulate all activities that result or may result in the removal of significant or heritage trees or areas of tree canopy as defined herein. Said activities include any of the following:
 - 1. Industrial, commercial, office, multi-family, residential and institutional development, including all new construction and any additions that increase the total floor area of a structure by more than two thousand five hundred (2,500) square feet.
 - 2. Construction of a new parking lot larger than two thousand five hundred (2,500) square feet or expansion of an existing parking lot by more two thousand five hundred (2,500) square feet.
 - 3. Any grading, filling or clearing of land.

4. Any clear, selective or individual cutting or removal of any significant or heritage tree or areas of tree canopy as defined.
 5. Chemical or biological treatment of trees that may result in the death or destruction of any significant or heritage tree or areas of tree canopy as defined.
 6. Trenching or excavation that may damage or destroy any significant or heritage tree or areas of tree canopy as defined.
- D. The regulations in this section shall apply to any projects receiving any federal, state, and/or local financial assistance.
- E. Tree Credit Certificate 001 issued February 10, 2000 and Tree Credit Certificate 002 issued March 26, 2002 are acknowledged and the express language of those certificates apply whenever and wherever until fully redeemed with no limitations as to any time vesting projects as expressed in those contracts or certificates. Tree credits may be used for mitigation of preservation when utilizing the tree survey method or to mitigate surveyed heritage trees utilizing the tree stand delineation method.
- (2) **Activities Exempt.** The regulations in this division shall not apply to the clearing of understory necessary to perform boundary surveying of real property or to conduct tree surveys or inventories. Clearing for surveying may not exceed a width of two (2) feet for general survey (i.e. of easement boundary, etc.) and eight (8) feet for survey of property boundary lines. Except for surveys done in connection with residential development, no tree ten (10) inches or larger may be removed in any manner during such boundary or general surveying.
- (3) **Categories of Development Exempt.** The provisions of this section shall not apply to any conservation subdivision as defined in section 35-203.
- (4) **Trees Exempt.** This division shall not apply to:
- A. Any significant or heritage trees or areas of tree canopy tree determined to be diseased, overly-mature dying or dead, by the city arborist.
 - B. Any significant or heritage trees or areas of tree canopy tree determined to be causing a danger or be in hazardous condition as a result of a natural event such as tornado, storm, flood or other act of God that endangers the public health, welfare or safety and requires immediate removal.

- C. ~~Trees~~ Any significant or heritage tree or areas of tree canopy located on property on which construction of single-family, two-family or three-family residential dwelling units has been completed.
- D. Trees or areas of tree canopy located in the clear vision area, as defined in the street improvement standards.
- E. Trees or areas of tree canopy preventing the opening of reasonable and necessary vehicular traffic lanes in a street or alley.

The provisions contained in this section shall control in the event and to the extent they may conflict with other provisions contained in this chapter that do not relate to health and safety.

- (b) **Administration.** The provisions of this section shall be implemented by ~~the~~ a city arborist under the direction of the director of planning and development services. The city arborist shall oversee regulation of the maintenance and removal of significant or heritage trees or areas of tree canopy and shall enforce and administer the provisions of this section.

The city arborist shall work closely with all city departments and governmental entities and licensees, and franchisees thereof in order to promote and ensure the maximum protection of trees by the implementation and administration of this section. City departments with which the city arborist is authorized to interact pursuant to subsection (p) (e) of this section include, but are not limited to the following:

- (1) A. Department of planning and development services shall coordinate:
~~Coordination of tree preservation in the review of master development plans (for phase development) and any grading, fillings and spoil activities when applicable.~~
 - A. tree preservation in the review of master development plans planned unit development plans, subdivision plats, permits and any grading filling and spoil activities when applicable.
 - B. Coordinate and maximize the preservation of tree(s) or areas of tree canopy through the implementation of the city's landscape and streetscape standards and through the approval process contained in this chapter.
- B. ~~Department of planning and development services. Coordinate and maximize the preservation of trees through the implementation of the city landscape and streetscape standards and through the building permit application and approval process contained in this chapter.~~

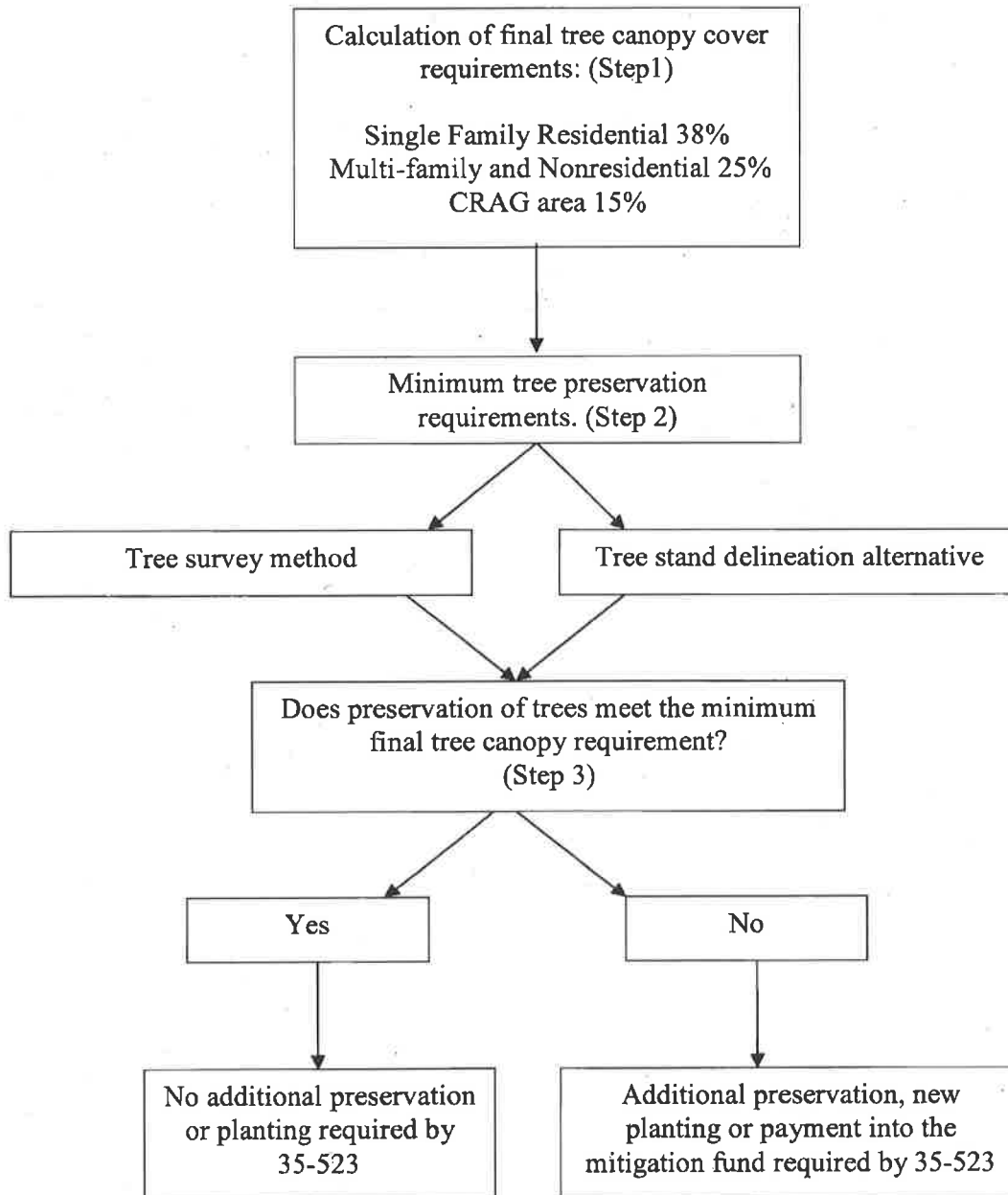
- (2) ~~C.~~ Public works and capital improvement management services (CIMS) departments ~~department~~ shall maximize ~~Maximize~~ the preservation of trees or areas of tree canopy during public works and CIMS projects for public improvements such as, but not limited to, utility installation, street construction and maintenance, drainage construction and maintenance, grading, filling, placement of soil, etc. and coordinate any projects that modify natural drainage areas in a way that negatively affects trees on private property or public property.
- (3) ~~D.~~ San Antonio Water System shall maximize ~~Maximize~~ the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (4) ~~E.~~ CPS Energy shall maximize ~~Maximize~~ the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (5) ~~F.~~ Parks and Recreation shall maximize ~~Maximize~~ the preservation of trees or areas of tree canopy during capital improvement projects. The arborist shall review any policies related to trees or areas of tree canopy.
- (6) ~~G.~~ Any other entities which may require easements or rights-of-way shall maximize the preservation of trees or areas of tree canopy during the project. The arborist shall review any policies related to trees or areas of tree canopy.
- (c) **Violation, Enforcement and Penalties.** The provisions of this section shall be enforced as provided in article IV, section 35-493 of this chapter.
- (d) **Overview of Tree Preservation and Tree Canopy Calculation Process.** The following are the steps to be undertaken by the applicant and the City of San Antonio as part of the final tree canopy and tree preservation requirements as outlined below in sections (e) and (f).

 - (1) Step 1: Identify "final tree canopy" percent (%) based on the land use and as noted on section (c).
 - (2) Step 2: Choose method for tree preservation (survey or tree stand delineation).
 - (3) Step 3: Compare the results of step 2 and step 1.

 - A. If step 2 tree preservation provides an equal or larger tree canopy cover percentage than step 1 then the final tree canopy goal has been met.
 - B. If step 2 tree preservation provides a smaller tree canopy cover percentage than step 1, then additional preservation, planting or

payment to the tree mitigation fund is necessary to comply with this Division.

- (4) The following diagram illustrates the hierarchy of the tree preservation and tree canopy cover process.



- (d) **Protected Tree Designations.** The significant or heritage tree designations establish a threshold trunk size, measured in diameter at breast height (DBH), for

Item # 5 Amended

various tree species for purposes of applying the requirements of this chapter. A significant or heritage tree is defined by DBH as set forth below. Significant trees of less than six (6) inches may be omitted from the tree survey and preserved or mitigated based on a numerical count.

- (1) — **Significant Trees.** A significant tree means a tree of six (6) inches or greater DBH for all tree species except the Ashe Juniper (*Juniperus ashei*), Huisache, and Mesquite are significant at ten (10) inches DBH and Arizona Ash and Hackberry are significant with at least one (1) trunk being ten (10) inches or greater DBH and the following species are significant with at least one (1) trunk being five (5) inches or greater DBH (the value of the five-inch or greater trunk is the value given to these small tree species):

- A. — Texas Persimmon;
- B. — Texas Redbud;
- C. — Texas Mountain Laurel;
- D. — Condalia;
- E. — Possum Haw (in floodplain only);
- F. — Crabapple (in floodplain only);
- G. — Blue Wood Condalia;
- H. — Brazil Tree;
- I. — Downy Hawthorne.

- (2) — **Heritage Trees.** A heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are heritage with at least one (1) trunk being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- A. — Persimmon;
- B. — Redbud;
- C. — Mountain Laurel;
- D. — Condalia;
- E. — Possum Haw (in floodplain only);
- F. — Crabapple (in floodplain only).

- (3) — **Non-native Trees.** Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- A. — Chinese Pistache (*Pistacia chinensis*);
- B. — Chinaberry (*Melia azedarach*);
- C. — Chinese Tallow (*Sapium sebiferum*);
- D. — Tree of Heaven (*Ailanthus altissima*);
- E. — Salt Cedar (*Tamarix* species);
- F. — Japanese Ligustrum (*Ligustrum japonicum*).

(e) Final Tree Canopy Cover. The intent of this subsection is to promote tree canopy coverage in the City and the ETJ. The development of any property shall meet the final canopy percent requirements as described below based on the land use and can be accomplished by maximizing the preservation of trees through a tree survey method or tree stand delineation alternative and by tree planting (if necessary) or payment into the mitigation fund.

(1) Standards. Developments of all sites must provide a minimum final tree canopy cover as listed below for the entire gross project area outside of the regulatory floodplain.

A. Minimum final tree canopy coverage shall be provided at the percentages indicated below:

- i. Single Family Residential 38%
- ii. Multi-family and Nonresidential 25%
- iii. CRAG area 15%;

B. The final tree canopy requirements shall be accomplished after meeting all preservation requirements and other planting requirements as set forth in this Chapter;

C. The city arborist may allow the applicant to defer the minimum tree canopy cover requirements to the building permit phase of the development with plans depicting final canopy cover of preserved trees and newly planted trees and the method to assure that the requirements will be met before the issuance of a building permit or with a guarantee of performance executed and filed with the City of San Antonio. The city arborist shall determine the probable maximum amount of tree mitigation required (measured in dollars) that may be attributable to the development.

~~(e) Minimum Tree Preservation Requirements.~~

~~(1) Generally. Table 523-1 establishes the minimum percentage of all diameter inches or percent tree canopy of significant or heritage trees that must be preserved or mitigated. In environmentally sensitive areas the minimum percentage shall include the understory of the preserved trees. For single-family dwellings, developers and builders may elect to preserve trees at the platting or permitting stage; if a developer or builder elects to preserve at the platting stage, this method must be used throughout completion of the project.~~

~~(2) Calculation of Preservation Ratios. All percentages relating to preservation stated within this section shall be based on the initial tree survey. Any subsequent redevelopment of property must minimally~~

SG/NJH

05/06/10

Item # 5 Amended

preserve the applicable percentage of the total diameter inches of protected trees as indicated by the initial tree survey. To receive preservation credit in environmentally sensitive areas when using the tree survey or tree canopy method, the canopy area can be converted into diameter inches utilizing the following formula based on the dominant tree species in the area(s). Canopy area divided by shade value (Appendix E) equals number of trees, times the radius of the shade value area which will equal the diameter inches present in the environmentally sensitive area.

Formula:

Number of trees = Canopy Area (sq ft)/Shade Value (sq ft/tree)

Radius = Square Root (Shade Value Area ÷ 3.14)

Diameter (inches) = Number of Trees x Radius

Table 523-1

	Single Family Dwellings	Multi-family and Nonresidential Uses
Significant Trees	35% within each platted lot, excluding street right-of-way and easements. Plus each builder on a single-family dwelling lot shall also be required to plant two (2) one and one-half (1.5) inch caliper new trees, which trees shall generally be native, large canopy trees.	40% within the entire site excluding the street rights-of-way and easements.
Significant Trees under 6" DBH	35% within each planted lot, excluding the street right-of-way and easements or 35% of the number of total count of all such trees.	40% within the entire site, excluding street right-of-way and easements; or 40% of the number of total count of all such trees; or for athletic fields, 25% of the entire site to be developed as such.
Heritage Trees	100% within each platted lot	100% within the entire site.
100-year floodplain(s)	80% of all the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the lot.	80% of the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the site.
Environmentally Sensitive Areas	80% of all the trees within the environmentally sensitive area including easements and rights-of-ways. Such areas shall apply toward preservation on the remainder of the site.	80% of the trees within the environmentally sensitive area including easements and rights-of-ways. Such areas shall apply toward preservation on the remainder of the site.
Mitigation Maximum	Up to 90% of significant and heritage trees may be mitigated rather than preserved.	Up to 90% of significant and heritage trees may be mitigated rather than preserved.

(3) Tree Stand Delineation Alternative.

Mitigation trees will be as set forth in the standards of Table 523-2 using the shade value in Appendix E.

A. Standards. As an alternative to a tree survey, a tree stand delineation (no heritage tree survey is required) may be used to meet the preservation requirements (see submittal requirements section 35-B125). In order to utilize this provision the site must have area(s) of tree canopy that meet the woodlands criteria as set forth in Appendix A and must contain existing native understory vegetation. The

application of this provision will be based on the gross tree canopy of a site or project outside the 100-year floodplain and environmentally sensitive areas, with no exclusions for rights-of-way or easements. A tree stand delineation shall meet the following standards:

- A tree preservation plan submitted at the master development plan stage must preserve a minimum of thirty (30) percent of contiguous tree canopy with the understory.
- If the tree preservation plan is delayed until subdivision review or any subsequent stages of development, the preservation requirement is thirty-five (35) percent of contiguous canopy with understory vegetation.
- Tree save areas will be a minimum of twenty thousand (20,000) square feet with any dimension being not less than thirty-five (35) feet.
- Tree save areas must be designated as such when the area is platted.
- Tree canopy area(s) to be preserved as tree save area(s) must include tree canopy in environmentally sensitive areas if such are present on site. These environmentally sensitive areas shall count toward preservation on the remainder of the site.
- The trees in the environmentally sensitive areas within the project boundaries are to be preserved at eighty (80) percent for significant trees and one hundred (100) percent for heritage trees.
- The 100-year floodplain areas within the project are to be preserved at eighty (80) percent for significant trees and one hundred (100) percent for heritage trees. The trees or tree canopy in the floodplain may not be used to meet preservation requirements set forth above for the developable portion of the land.
- The minimum requirements must be met without mitigation to utilize this option.

B. — Subsequent Removal.

- Removal of the tree save area or any portion thereof will require the applicant to reforest to the required preservation amount.

- (4) — **Mitigation.** Protected trees that are required to be preserved are to be mitigated at the ratio described in Table 523-2.

- (5) — **Diversity and Desirability.** As the particular site conditions warrant, the applicant shall make a reasonable effort to preserve a diversity of species of trees as determined by the city arborist.
- (6) — **Site Design.** The location of all proposed buildings and improvements shall be oriented by the applicant, to the extent the applicant determines possible, in a manner which allows for preserving of the greatest number of trees and in doing so the applicant is encouraged to design by taking into consideration the site's limitations and assets. Trees located within the existing right of way shall not be counted as it pertains to the minimum preservation percentage. Applicants are encouraged to preserve trees to meet the landscape and streetscape standards which could reduce or eliminate the irrigation requirements.
- (7) — **Rights of Way.** Unless otherwise allowed by this division, trees located within existing rights of way or easements may be damaged, destroyed, or removed only if prior approval is granted by the city arborist. If tree(s) are approved to be removed, mitigation will be at 1:1 unless Heritage-size which are mitigated at 3:1 (with the exception of species listed in Table 523-2, Column B, Row 1 which will be mitigated at 1:1) and are to be maintained by the project applicant.
- (8) — **Trees on Public Property.** The city shall have the right to maintain trees, plants, and shrubs within the lines of all public property as may be necessary to ensure the safety, protect facilities and improvements, and maintain the health and aesthetics of such public grounds. In order to achieve the above, the city or its municipal utility entities may remove or cause or order to be removed any tree which is located on public property and determined to be in conflict with a public purpose or to be a public hazard through coordination with the city arborist.
Unless specifically authorized by the city, no person shall knowingly cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivances to any tree; or allow any substance, solid, liquid, gas, or fire to injure any tree or portion thereof on public property.
- (9) — **Historic Trees.** In order to protect historic trees, as defined, the city arborist shall defer the approval of tree preservation plans to review by the historic preservation officer who shall seek the advice of the historic design and review commission in instances where a historic tree is proposed to be removed. The commission may recommend additional replacement standards, recommend a cash payment to be deposited to the tree replacement fund to offset the cost of future tree planting on public property, or recommend that the application for permit and tree preservation plan be denied. Provided, however that no later than thirty

(30) days after the final application for removal of the historic tree was received, the director of planning and development services shall advise the applicant by certified mail, return requested, or hand delivery of his decision. The final application will be deemed approved if not acted upon by the historic preservation officer before the expiration of the thirty-day time period herein established. Such action may be appealed pursuant to section 35-489 of this chapter.

- (f) **Minimum Tree Preservation Requirements.** To comply with the minimum final tree canopy cover requirements of subsection (e) an applicant shall elect either to perform a tree survey to identify trees for preservation in accordance with the provisions of this subsection below or to conduct a tree stand delineation as an alternative to the tree survey technique.

- (1) **Protected Tree Designations.** The significant or heritage tree designations establish a threshold trunk size, measured in diameter at breast height (DBH), for various tree species for purposes of applying the requirements of this chapter. A significant or heritage tree is defined by DBH as set forth below.

- A. **Significant Trees.** A significant tree means a tree of six (6) inches or greater DBH for all tree species except the following species are significant with at least one trunk being equal or greater than the respective size (DBH):

- i. Ashe Juniper (*Juniperus ashei*) – ten (10) inch DBH;
- ii. Huisache (*Acacia farnesiana*) – ten (10) inch DBH;
- iii. Mesquite (*Prosopis glandulosa*) – ten (10) inch DBH;
- iv. Arizona Ash (*Fraxinus Velutina*) – ten (10) inch DBH;
- v. Hackberry (*Celtis spp.*) – ten (10) inch DBH;
- vi. Texas persimmon (*Diospyros texana*) – five (5) inch DBH;
- vii. Texas redbud (var. *texensis*) – five (5) inch DBH;
- viii. Texas Mountain laurel (*Sophora secundiflora*) – five (5) inch DBH;
- ix. Condalia (*Condalia hookeri*) – five (5) inch DBH;
- x. Possum haw (*Ilex decidua* - in floodplain only) – five (5) inch DBH;
- xi. Hawthorne (*crataegus texana*) – five (5) inch

- B. **Heritage Trees.** A heritage tree means a tree of twenty-four (24) inches or greater DBH for all tree species except the following species are heritage with at least one (1) trunk being twelve (12) inches or greater DBH (the value of the twelve (12) inches or greater trunk is the value given to these small tree species):

- i. Texas persimmon (*Diospyros texana*);

- ii. Texas redbud (var. texensis);
- iii. Texas Mountain laurel (Sophora secundiflora);
- iv. Condalia (Condalia hookeri);
- v. Possum haw (Ilex decidua - in floodplain only);
- vi. Hawthorne (crataegus texana).

C. Non-native Trees. Non-native invasive tree species are not protected and will be omitted from the tree survey. Non-native invasive tree species means the following tree species:

- i. Chinese Pistache (Pistacia chinensis);
- ii. Chinaberry (Melia azedarach);
- iii. Chinese Tallow (Sapium sebiferum);
- iv. Tree of Heaven (Ailanthus altissima);
- v. Salt Cedar (Tamerix species).
- vi. Japanese Ligustrum (Ligustrum japonicum).

(2) Tree survey methodology.

A. Standards: Table 523-1A establishes the minimum percentage of all diameter inches of significant or heritage trees that must be preserved or mitigated. In environmentally sensitive areas the minimum percentage shall include the understory of the preserved trees. For single-family dwellings, developers and builders may elect to preserve trees at the platting or permitting stage; if a developer or builder elects to preserve at the platting stage, this method must be used throughout completion of the project.

Table 523-1A

	<u>Single-Family Dwellings</u>	<u>Multi-family and Nonresidential Uses</u>
<u>Significant Trees 6" DBH or greater</u>	<u>35% within each platted lot, excluding street right-of-way and easements. Plus each builder on a single-family dwelling lot shall also be required to plant two (2) one and one-half (1.5) inch caliper new trees, which trees shall generally be native, large canopy trees.</u>	<u>40% within the entire site excluding the street rights-of-way and easements; or for athletic fields, 25% of the entire site to be developed as such.</u>
<u>Significant Trees under 6" DBH</u>	<u>35% within each platted lot, excluding the street right-of-way and easements or 35% of the number of total count of all such trees.</u>	<u>40% within the entire site, excluding street right-of-ways, and easements; or 40% of the number of total count of all such trees; or for athletic fields, 25%</u>

		of the entire site to be developed as such.
<u>Heritage Trees</u>	<u>100% within each platted lot</u>	<u>100% within the entire site.</u>
<u>100-year floodplain(s)</u>	<u>80% of all the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the lot.</u>	<u>80% of the trees within the floodplain, which shall not apply toward preservation requirements on the remainder of the site.</u>
<u>Environmentally Sensitive Areas</u>	<u>80% of all the trees within the environmentally sensitive area including easements and rights-of-ways. Such areas shall apply toward preservation on the remainder of the site.</u>	<u>80% of all the trees within the environmentally sensitive area including easements and right-of-ways. Such areas shall apply toward preservation of the remainder of the site.</u>
<u>Mitigation Maximum</u>	<u>Up to 80% of significant and heritage trees may be mitigated rather than preserved.</u>	<u>Up to 80% of significant and heritage trees may be mitigated rather than preserved.</u>

- B. Calculation of Preservation Ratios: All percentages relating to preservation stated within this section shall be based on the initial tree survey. Any subsequent redevelopment of property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated by the initial tree survey. To receive preservation credit in environmentally sensitive areas when using the tree survey or tree canopy method, the canopy area can be converted into diameter inches utilizing the following formula based on the dominant tree species in the area(s). Canopy area divided by shade value (Appendix E) equals number of trees, times the radius of the shade value area which will equal the diameter inches present in the environmentally sensitive area.

Formula:

$$\text{Diameter (inches)} = \text{Number of Trees} \times \text{Radius}$$

$$\text{Number of trees} = \text{Canopy Area (sq-ft)} / \text{Shade Value (sq-ft/tree)}$$

$$\text{Radius} = \text{Square Root}(\text{Shade Value Area} \div 3.14)$$

Commentary: the value is based upon the one foot tree canopy radius to one inch trunk diameter relationship.

- (3) Tree Stand Delineation Alternative.

Mitigation trees will be as set forth in the standards of Table 523-2 using the shade value in Appendix E.

- A. Standards. As an alternative to a tree survey, a tree stand delineation may be used to meet the preservation requirements (see submittal requirements section 35-B125). In order to utilize this provision the site must have area(s) of tree canopy however, the presence of understory is not required except in environmentally sensitive areas where the minimum percentage shall include the understory of the preserved trees. The application of this provision will be based on the total tree canopy of a site or project outside the 100-year floodplain and environmentally sensitive areas, with no exclusions for rights-of-way or easements. A tree stand delineation shall meet the following standards:

Table 523-1B

	<u>Minimum preservation requirements</u>	<u>Other requirements</u>
<u>Total tree canopy cover on site outside of the regulatory floodplain</u>	<u>35% of total non-heritage tree canopy with subdivision, building permit or other permit after the Master Development Plan stage or 30% of total non-heritage tree canopy with Master Development Plan.</u>	<u>Tree save areas must be designated as such when the area is platted. Tree canopy area(s) to be preserved as tree save area(s) must include tree canopy in environmentally sensitive areas if such are present on site.</u>
<u>Heritage trees</u>	<u>Heritage trees shall be preserved at 100% using the tree stand delineation method only.</u>	
<u>Environmentally sensitive areas within the project boundaries</u>	<u>80% of the total canopy area and 100% of the heritage trees.</u>	<u>Tree save areas in environmentally sensitive areas shall count toward preservation on the remainder of the site.</u>
<u>Regulatory floodplain</u>	<u>80% of the total canopy area and 100% of the heritage trees.</u>	<u>The trees or tree canopy in the floodplain may not be used to meet preservation requirements set forth above for the developable portion of the land.</u>
<u>Mitigation Maximum</u>	<u>Up to 80% of the total tree canopy area and up to 80% of the heritage trees may be mitigated rather than preserved.</u>	<u>A minimum of 20% of the existing pre-development tree canopy and 20% of the heritage trees shall be preserved and may not be mitigated</u>

B. Calculation of Credits. This subsection shall be used to calculate the minimum preservation requirements in the tree stand delineation alternative.

1. Tree canopy crossing lot lines.

- i. Generally the credit to trees indicated for protection shall only be provided to trees whose primary trunk is located on the site subject to development. Where the primary tree trunk is located on the property subject to development a root protection zone shall be provided as defined in §35-523(j) and any tree canopy area that crosses into the adjacent site shall be applied as follows:

(a-1) Where more than 50% of the tree canopy area is on the property subject to development, the property will be credited for all of the tree canopy area.

(a-2) Where less than 50% of the tree canopy area is on the property subject to development, the property will be credited half of the tree canopy area.

- ii. In locations that meet the woodlands criteria, the property line will be used to measure the limits of the canopy to be credited for the subject property(ies) regardless of where the trunk is located. In such cases a woodland canopy cover credit may be available in accordance with subsection (i) (9).

2. Tree canopy credit for newly planted trees. Newly planted trees will receive 90% of the mature canopy area per species as listed in Appendix E. To receive tree canopy credit each newly planted tree will require a minimum of 162 square feet in pervious planting area for non-residential and multi-family uses. Planting standards and soil specifications must adhere to those of the International Society of Arboriculture <http://www.isa-arbor.com/publications/cadDetails.aspx>. Additional canopy area may be claimed if structural soils or low impact development (LID) practices are used as provided in §35-523(i)(10).

- (4) Subsequent Removal. Removal of the tree save area or any portion thereof will require the applicant to reforest to the required preservation or tree canopy cover amount. Mitigation trees will be as set forth in the standards of Table 523-2 using the shade value in Appendix E.
- (5) Mitigation. Protected trees that are required to be preserved are to be mitigated at the ratio described in Table 523-2.
- (6) Diversity and Desirability. As the particular site conditions warrant, the applicant shall make a reasonable effort to preserve a diversity of species of trees as determined by the city arborist.
- (7) Site Design. The location of all proposed buildings and improvements shall be oriented by the applicant, to the extent the applicant determines possible, in a manner which allows for preserving of the greatest number of trees and in doing so the applicant is encouraged to design by taking into consideration the site's limitations and assets. Trees located within the existing right-of-way shall not be counted as it pertains to the minimum preservation percentage when using the tree survey methodology. Applicants are encouraged to preserve trees to meet the landscape and streetscape standards which could reduce or eliminate the irrigation requirements.
- (8) Rights-of-Way. Unless otherwise allowed by this division, trees located within existing rights-of-way or easements may be damaged, destroyed, or removed only if prior approval is granted by the city arborist. If tree(s) are approved to be removed, mitigation will be at 1:1 unless Heritage-size which are mitigated at 3:1 (with the exception of species listed in Table 523-2, Column B, Row 1 which will be mitigated at 1:1) and are to be maintained by the project applicant.
- (9) Trees on Public Property. The city shall have the right to maintain trees, plants, and shrubs within the lines of all public property as may be necessary to ensure the safety, protect facilities and improvements, and maintain the health and aesthetics of such public grounds. In order to achieve the above, the city or its municipal utility entities may remove or cause or order to be removed any tree which is located on public property and determined to be in conflict with a public purpose or to be a public hazard through coordination with the city arborist or city forester.

Unless specifically authorized by the city, no person shall knowingly cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivances to any tree; or allow any

substance, solid, liquid, gas, or fire to injure any tree or portion thereof on public property.

- (10) Historic Trees. In order to protect historic trees, as defined, the city arborist shall defer the approval of tree preservation plans to review by the historic preservation officer who shall seek the advice of the historic design and review commission in instances where a historic tree is proposed to be removed. The commission may recommend additional replacement standards, recommend a cash payment to be deposited to the tree mitigation fund to offset the cost of future tree planting on public property, or recommend that the application for permit and tree preservation plan be denied. Provided, however that no later than thirty (30) days after the final application for removal of the historic tree was received, the Historic Preservation Officer shall advise the applicant by certified mail, return requested, or hand delivery of his decision. The final application will be deemed approved if not acted upon by the historic preservation officer before the expiration of the thirty-day time period herein established. Such action may be appealed pursuant to section 35-481 of this chapter.

(g)-(f) Mitigation/Alternative Mitigation Methods. Significant or heritage trees may be removed in excess of the minimum preservation requirement contained in subsection (f) ~~(e)~~ provided the excess removal is properly mitigated. If mitigation is required to compensate for removing trees in excess of the number of diameter inches allowed to be removed within the surveyed area to be calculated for tree preservation under the minimum preservation requirements, the mitigation may be achieved in one of the ways prescribed in Table 523-2, below:

Table 523-2 Mitigation

SG/NJH
05/06/10
Item # 5 Amended

(A) Method	(B) Description	(C) Restrictions
Establishment and maintenance of new trees at the required ratio on-site	Significant 1:1 Heritage 3:1 All tree species of Ash (all Fraxinus species) Hackberry (all Celtis species) Huisache, Ashe Juniper and Mesquite will be mitigated at 1:1.	No more than twenty-five (25) percent of the replacement trees shall be of the same species for the purposes of mitigation. Replacement trees must be at least <u>one and one-half inch (1.5) DBH. three inch diameter.</u>
Payment to the tree mitigation fund	<u>In lieu of meeting the minimum preservation or final canopy standards of this section, a payment to the tree mitigation fund may be provided in accordance with 35-C110. See subsection (n) of this section.</u>	<u>See subsection (o) subsection (n) of this section. Tree Mitigation Fund for the authorized collection and disbursement of these funds.</u>
Protection and maintenance of smaller trees within surveyed area	Protection and maintenance of existing trees within the surveyed area that are smaller than the size requirements for a protected tree.	Such trees must be at least two and one-half (2½) inches DBH. See column B ratios for diameter-inches required.
Protection and maintenance of natural areas within the surveyed area	Protection and maintenance of existing natural areas, i.e., prairie, steep slope, etc.	Area(s) must contain desirable plants as determined by the city arborist and/or by Texas Parks and Wildlife Dept.

In considering a mitigation method, the city arborist may weigh the value of smaller trees, clumps of trees, and natural vegetation that could be retained to meet the requirements of this section, such as mitigation method above, or the amount of vegetation to be retained on the site and/or added according to a landscape plan to determine the extent additional trees may not be required. For these reasons, indiscriminate clearing of smaller trees and shrubs or understory is discouraged. Small tree species shall be mitigated based on the one trunk that is five (5) inches or greater for significant status and the one trunk that is twelve (12) inches or greater for heritage status. Small tree species that achieve heritage status shall be mitigated on a 1:1 basis.

(h) (g) 100-Year Floodplain(s) and Environmentally Sensitive Areas. Significant trees shall be preserved at eighty (80) percent preservation within both the 100-year floodplains and environmentally sensitive areas. Heritage trees shall be preserved at one hundred (100) percent preservation within both the 100-year floodplains and environmentally sensitive areas. The 100-year floodplain shall be determined by the floodplain administrator. Mitigation shall be prohibited in floodplains and environmentally sensitive areas except when a variance is granted

Item # 5 Amended

by the Planning Commission. If trees are required to be removed by a governmental entity due to existing off-site conditions, then mitigation shall not be required by the applicant. The city arborist, the director of public works, the director of planning and development services, the Bexar County flood control division manager and one (1) representative from the Cibolo Creek Watershed, the Leon Creek Coalition, the Salado Creek Foundation, the San Antonio River Oversight Committee, and the Land Heritage Institute (for the Medina River) shall recommend a standard for treatment of drainageways, which standard shall be approved by the city council.

(i) (h) Tree Preservation Incentives. An individual may apply for, and subject to verification, shall receive incentives for tree preservation as follows:

- (1) **Parking Space Reduction.** Upon application and verification by the city arborist, an individual shall be entitled to a reduction in the minimum parking requirements of section 35-526 of this chapter to help meet the minimum tree preservation requirements. For the purpose of providing an incentive, the said minimum parking requirements of section 35-526 of this chapter may be reduced by one (1) parking space for every four (4) diameter inches of trees that have been protected or mitigated on a site. The city arborist shall issue a certificate to the appropriate city department(s) confirming that a reduction has been earned under this section. Up to fifteen (15) percent of the required spaces may be waived, however, a waiver in excess of fifteen (15) percent of the required spaces must be approved by the director of planning and development services or his designee, and no waiver may exceed thirty (30) percent of the required spaces. A waiver of up to fifty (50) percent of the minimum parking spaces required by Table 526-3 may be granted if the plan will result in the preservation of woodlands or significant stands of trees in a natural state as in section 35-526. If used, the incentive provided by this subsection shall control over any other conflicting provision of this chapter.
- (2) **Sidewalks.** Where the director of planning and development services determines that preservation of trees warrants the elimination, reduction in width, or modification to the sidewalk and curb requirements in accordance with the tree preservation standards, a waiver may be granted.
- (3) **Tree Cluster(s).** In order to emphasize the importance of preserving trees in a cluster during development, additional tree preservation credit will be given as follows:
 - A. Cluster(s) of three (3) or more trees less than ten (10) feet apart without existing understory will be calculated at one hundred five (105) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches. ~~inch diameter.~~

- B. Cluster(s) of three (3) or more trees less than ten (10) feet apart with existing understory will be calculated at one hundred fifteen (115) percent for each tree within the cluster with a minimum DBH size of two and one-half (2½) inches, inch diameter.
- (4) Landscape Credits. Landscape credits may be awarded as provided in section 35-511, above. Trees installed to meet the requirements of the Landscape Buffer §35-510 and/or Landscape ordinance §35-511 may be used to meet the requirements of the final tree canopy §35-523.
- (5) Understory. The city arborist, may determine that the preservation of existing predevelopment native understory plants together with trees grouped in significant stands or native "natural" areas may result in a reduction of new tree plantings needed to meet the requirements of tree canopy in subsection (e). Such areas may receive up to 1.5 tree canopy credit. In addition, such areas can be used to meet the landscape requirements and/or an increase of credit given for elective points and/or the elimination of an irrigation system requirement of §35-511. The city arborist may determine that the preservation of native understory plants together with trees grouped in significant stands may result in a reduction of new plantings needed to meet the landscape requirements and/or an increase of credit given for elective points and/or the elimination of an irrigation system requirement of section 35-511. Emphasis is on the preservation of said significant stands and accompanying native understory plants and therefore, the smaller tree diameters may be counted one (1) for one (1) in terms of meeting the minimum tree preservation requirements. It is at the discretion of the city arborist as to the maximum number of trees, less than the significant tree size, that may be allowed to be used for obtaining additional landscape points under this incentive.
- (6) Minimum Lot Size and Setbacks. The board of adjustment may waive the minimum lot size and setback requirements of the applicable zoning district for an individual lot or lots where the applicant demonstrates the following:
 - A. Compliance with the minimum lot size or setback requirement is needed to preserve a significant tree or heritage tree; and
 - B. If the tree permit application is pursuant to a proposed subdivision plat, the average lot size of the proposed subdivision will equal or exceed that of the applicable zoning district; and
 - C. The public purpose involved in protecting the tree exceeds the public purpose of complying with minimum lot size or setback requirements; and

- D. The resulting lot sizes or setbacks do not violate the master plan or the applicable neighborhood plan.
- (7) State Certification in Lieu of Compliance. The city arborist shall assist those who wish to have a site certified under the Texas Parks and Wildlife, Texas Wildscape Program in lieu of meeting city requirements in this division as long as twenty (20) percent of existing trees on-site are preserved.
- (8) Energy conservation credit. Planted or preserved large canopy shade trees (medium to large designated in Appendix E) located on the western or southern exposures of a habitable building may receive additional tree canopy credit for final tree canopy cover requirements. The trees must be located a minimum of 10 feet but a maximum of 30 feet in distance from the building. Tree canopy cover may be credited at 1.5 times the existing or newly planted trees meeting the aforementioned specifications.
- (9) Woodland canopy cover credit. Woodlands, as defined excluding regulatory floodplains, that are preserved beyond the minimum preservation requirements shall receive a tree canopy cover credit of 1.5 times the area and 2 times if the area joins with an abutting contiguous tree canopy area on the adjacent property. To receive credit, the adjoining properties must indicate tree save areas in perpetuity through subdivision platting or a dedicated conservation easement.
- (10) Significant Tree canopy credit. A canopy cover credit of 1.5 times the tree canopy area of a significant tree preserved beyond the minimum preservation requirements may be counted toward meeting the final canopy coverage using the tree survey method only.
- (11) Heritage Tree canopy credit. A canopy cover credit of 2.0 times the tree canopy area of a heritage tree preserved beyond the minimum preservation requirements may be counted toward meeting the final tree canopy coverage using the tree survey or tree stand delineation method. To use this credit when using the tree stand delineation method a heritage tree survey is required.
- (12) Athletic Fields shall be deleted from the gross area for the final tree canopy cover requirements, however the tree preservation requirements shall remain at 25% for both methods tree survey or tree stand delineation.

SG/NJH
05/06/10
Item # 5 Amended

- (13) Use of landscaped low impact development (LID) practices A canopy cover credit of 1.5 times the existing canopy cover of trees shall be provided for areas where tree preservation is maintained in conjunction with LID practices such as the use of structured soils including infiltration trenches, bioswales, micro-bioretenention areas and where such locations receive appropriate amounts of stormwater runoff. To receive 1.5 times credit, the landscaped LID must be approved by application of §35-504 standards. Such LID areas may also be used to comply with the buffer and/or landscape requirements of §35-510 and §35-511.

Summary of Tree Canopy Credit Options:

	Credit Amount <i>(counted by multiplying the existing canopy cover of trees)</i>
<u>Understory Preservation</u>	1.0 to 1.5
<u>Energy Conservation</u>	1.5
<u>Woodland canopy</u>	1.5 (on property) 2.0 (with abutting property)
<u>Significant tree canopy</u>	1.5
<u>Heritage tree canopy</u>	2.0
<u>Low impact development</u>	1.5

(j) (i) Root Protection Zone.

- (1) **Root Protection Zone.** A root protection zone must be established around the trunk of each tree preserved or mitigation tree. For multi-family and nonresidential construction the root protection zone shall be an area defined by an average radius extending outward from the trunk of the tree a distance of one (1) linear foot for each inch (DBH). The root protection zone area shall be preserved at natural grade, with natural groundcover. No cutting, filling, trenching, root disturbance, soil disturbance, or construction impacts shall occur closer to the trunk than one-half (½) the root protection zone radius except in parking areas where approved alternative materials and methods are used, construction may be as close as five (5) feet from the root flares on one side of the tree. Filling shall be allowed to accomplish water conservation goals established by the City of San Antonio or by a public utility. Native understory vegetation within the root protection zone shall be preserved, however this requirement does not apply to root protection zone areas that have been landscaped using native, drought tolerant plants. The root protection zone may be shifted and clustered as long as there is no construction closer to the trunk than one-half (½) the root protection zone radius. The construction of sidewalks shall be allowed in the root protection zone, as long as excavation does not exceed three (3) inches.

The area contained within a root protection zone required under this subsection must be left in a pervious condition after construction and development are completed unless approved alternative construction methods are used. The arborist shall establish a written set of technical criteria on which such approval shall be based. These criteria will be updated at least every five (5) years with the assistance of a committee consisting of, at a minimum, the city arborist, the regional urban forester from the Texas Forest Service, a landscape architect and an engineer. During construction activity on the site, at least a six-inch layer of coarse mulch shall be placed and maintained over the root protection zone. The impervious cover may encroach within the root protection zone if said encroachment is approved by the city arborist.

- (2) Warranty. In lieu of establishing root protection zone(s) as prescribed in subsection 35-523(i) or adhering to alternate construction methods as approved by the city arborist, a developer or property owner may choose to provide a tree preservation warranty for multi-family and nonresidential construction only. In the event a developer or property owner chooses to provide a tree preservation warranty as provided for herein the owner of the property must provide a tree preservation warranty to the city arborist, which shall obligate the then owner of the property to replace any tree (or trees) reflected on the tree survey and which are the subject of the warranty. The term of the warranty shall be five (5) years from the date that a building permit is filed for building construction projects or five (5) years from the date construction is commenced for infrastructure improvements related to development projects. Each tree that is covered by a tree preservation warranty must be identified on a tree survey prepared in accordance with subsection 35-B123(c)(1)A and submitted with the tree preservation warranty. If any tree required to be preserved and which is the subject of a tree preservation warranty shall die during the term of the tree preservation warranty, the tree shall be replaced in accordance with the mitigation provisions of subsection 35-523(f). All replacement trees shall be planted in accordance with the standards set forth in subsection 35-523(l). The city may require such owner to replace a tree (or trees) that has died at any time during the term of the tree preservation warranty, and, if such owner fails to replace the tree within ninety (90) days of the city's written request to replace same, the city at its sole option may refuse to issue any new building permits, accept any development application, or accept any infrastructure improvements from such owner. Nothing in this subsection shall exclude any and all remedies otherwise provided by law.

The tree preservation warranty shall be filed in the records of the department of planning and development services of the city. A fee shall be assessed for each warranty tree identified on the preservation plan.

The seller of property subject to a tree preservation warranty shall provide a copy of the warranty and attached tree survey to prospective buyers.

(k)(j) Tree Protection During Construction.

- (1) Generally. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project. All trees that will be credited for preservation shall conform to these standards including single-family residential construction. The City Arborist shall determine the credit ratio for any tree preserved in a single family residential construction in which roots are not fully protected and are not subject to the requirements of the root protection zone.
- (2) Protection Barrier. ~~Except for single-family residential construction a,~~ A protection barrier shall be erected at the edge of the root protection zone for all trees, understory and/or natural areas to be preserved to meet the requirements of the tree preservation, landscape and/or streetscape standards. The barrier shall be in place before any site work is initiated and maintained throughout the construction process. However, on one (1) side of the tree the protective barrier can be erected a minimum distance of sixty (60) inches from the trunk(s) of individual significant, heritage or mitigation trees or islands of such trees and understory and maintained until construction is completed. This protective barrier may be comprised of snow fencing, vinyl construction fencing, chain link, geotextile material or other similar sturdy material. During construction, no excess soil, additional fill, equipment, liquids or construction debris shall be placed inside the protective barrier nor shall any soil be removed within the barrier.
- (3) Grading. The proposed finished grade within the root protection zone of any tree to be preserved shall not be raised or lowered more than three (3) inches. Approved welling methods for tree preservation may be used within the root protection zone. Other welling and/or retaining methods may be used to protect and/or provide lateral support to the area outside the root protection zone.
- (4) Branch/Root Pruning and Wounded Trees. All broken branches and exposed roots two (2) inches in diameter or greater of significant, heritage or mitigation trees shall be cut cleanly and in accordance with ANSI-A300 standards. In the case of oak species, in order to prevent infection by oak wilt spores, wounds must be painted with an acceptable wound dressing within thirty (30) minutes.
- (5) Equipment/Vehicle Storage and Parking Areas. Prior to construction or land development, the developer or builder shall establish designated

parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items, as well as stockpile areas for the storage of construction supplies and materials. The location and dimensions of said designated areas shall be clearly identified on construction and site plans and at the construction site.

(6) Boring of Utilities.

- A. For purposes of this subsection, "boring" means the practice of tunneling below the effective root system of a tree for the purpose of running underground utilities.
- B. Boring is permitted, but not required, under protected trees where needed to provide underground utility access. The minimum length of the bore shall be the width of the tree's canopy. The minimum depth is twenty-four (24) inches.

(7) Tree Protection Details. Tree protection notes and details shall be included on subdivision plans, tree preservation plans and/or landscape plans. The applicant shall also include tree protection notes and details with the bid documents given to the contractor.

~~(l)~~ **General Maintenance.** Significant, heritage, or mitigation trees must be maintained in a healthy condition at all times. The property owner is responsible for irrigating, fertilizing, pruning and other maintenance of all trees as needed. Except for residential development, mitigation trees that are planted on the property and that die within twelve (12) months of final inspection are subject to the mitigation requirements set forth in subsection (e) at a ratio of one-inch mitigation for every one (1) inch of a significant, heritage, or mitigation trees that dies. However, a significant or heritage or mitigation tree that dies from other than natural causes shall be mitigated at a ratio as defined in Table 523-2. Any tree that dies must be replaced with another living tree of the same category type or better within ninety (90) days after notification by the city. The director of planning and development services may extend this time period up to an additional ninety (90) days due to weather considerations. If the plants have not been replaced after appropriate notification and/or extension, the property owner shall be in violation of this section. If a public utility disturbs trees, it shall make every reasonable effort to preserve the trees and return them to their prior location and condition after the utility work is completed. If nonetheless, trees die, replacement is not the responsibility of the property owner if the death or destruction of the trees is due to the action of a public utility.

~~(m)~~ **General Planting Standards.**

- (1) Mitigation or replacement trees required by this section must have a minimum caliper of one and one-half inches (1.5") ~~three (3) inches~~

measured six (6) inches above grade at the time of installation and, shall be planted in a pervious area of at least one hundred sixty-two (162) square feet per tree.

- (2) No artificial plant materials may be used to satisfy the requirements of this section.
- (3) For single-family residential construction, the two (2) trees required to be planted per residential lot shall be ~~class I trees, of one and one-half inches (1.5")~~ two (2) inches caliper, and shall be a species that matures to a minimum height of thirty (30) feet (Appendix "E") unless there is a conflict with overhead utilities where the trunk would be within twelve (12) feet of overhead utilities. In such incidences the tree will be from the small tree species as listed in Appendix "E". The two trees per lot shall be counted towards the final tree canopy requirement.
- (4) Plant materials required by this section must comply with the following minimum size requirements at the time of installation:
 - A. In satisfying the requirements of this section, the use of mulch material shall be provided at the time of planting.
 - B. Each replacement tree must be planted at least thirty (30) inches away from any impervious surface.
 - C. Plant areas must be protected from vehicular traffic through the use of concrete curbs, wheel stops or other permanent barriers.
- (5) Transplanting existing trees shall be considered an acceptable method for preserving a tree if:
 - A. The tree is a significant or heritage tree; and
 - B. The tree is transplanted on the same lot, parcel, or development site; and
 - C. The applicant provides a feasibility report prepared by a certified arborist or landscape architect which describes the following:
 - 1. Digging method;
 - 2. Relocation sites;
 - 3. Method of transport;
 - 4. Time of year transplanting will take place;

- 5. Storage methods (if any); and,
 - 6. Maintenance programs before, during, and after transplanting.
- D. The applicant shall comply with the requirements of the feasibility report, which shall be considered a condition of the tree permit.

(6) No more than twenty-five (25) percent of the replacement trees shall be of the same species for the purpose of mitigation.

(n) (m) Variance Procedure.

- (1) Variances. Variances to the terms and requirements of this division may be granted by the city arborist where a literal enforcement of the provisions of this division will result in an unnecessary hardship. No variance may be granted unless:
 - A. Such variance will not be contrary to public interest;
 - B. Such variance will be in harmony with the spirit and purpose of this division;
 - C. The variance will not substantially weaken the general purposes of this division or the regulations herein established for the protection of trees; and
 - D. The variance granted is limited in scope of relief to only that which is necessary to relieve the hardship condition.
- (2) Request for Variance. An applicant ~~A person~~ who feels they qualify for a variance, under the conditions outlined in subsection (a) "applicability" above, from the literal application of this division to their property may request a variance from such application of one (1) or more of the provisions of this division. All requests for variances shall be made in writing to the city arborist, and shall include:
 - A. The subject of the requested variance; and
 - B. The justification for granting a variance.
- (3) Burden.
 - A. The party requesting a variance has the burden of demonstrating that sufficient evidence exists for the granting of a variance to

application of this division. The city arborist shall consider and provide a written response to all such requests for variances as quickly as possible but not more than thirty (30) days from the date a valid request for variance is received. The response shall be served by certified mail, return receipt requested, or by hand delivery.

- B. If granted. If a variance is granted as requested, or with modification, the recipient of the variance may develop their property according to all applicable provisions of this division, to the extent such provisions have not been waived or modified by the variance.

- (4) Appeal. Any person who properly requests a variance pursuant to this section and objects to the decision of the city arborist which denies all or part of the relief requested may appeal such denial to the director of planning and development services or his designee by filing a request for appeal within ten (10) working days from the date notice of denial is received by the requesting party. All such appeals shall be made in writing to the office of the director of planning and development services and shall include all pertinent information which the person requesting the appeal wishes to be considered. The director of planning and development services may require additional information from or request a meeting with the person making the appeal. The written decision of the director of planning and development services, or authorized designee, on the appeal shall be rendered within fifteen (15) working days and shall be delivered to the appealing party by certified mail, return requested, or by hand delivery. If the director of planning and development services or authorized designee fails to render an opinion on the appeal within the fifteen-day period, the relief requested in the appeal shall be granted.

- (5) Planning Commission.

- A. If the director of planning and development services denies all or part of the relief requested in an appeal, the aggrieved party may appeal to planning commission by filing a notice of appeal with the director of planning and development services ~~office of the city clerk~~ no later than the tenth working day following the party's receipt of the written decision of the director of planning and development services. ~~A true and correct copy of the notice of final appeal must also be filed with the office of the~~ The director of planning and development services who, upon receipt of such notice, shall immediately transfer copies of all documents and information relevant to the appeal to the executive secretary to the planning commission. The executive secretary of the planning commission shall schedule the hearing of the appeal at the earliest

available regularly scheduled meeting of the planning commission which will allow compliance with the requirements of the Texas Open Meetings Act.

- B. A decision of the planning commission ~~that is adverse to the applicant~~ shall be appealable ~~by the applicant~~ to the city council for final action by filing a notice of final appeal with the office of the city clerk no later than the tenth working day following the party's receipt of the written decision of the planning commission. A true and correct copy of the notice of final appeal must also be filed with the office of the director of planning and development services. The city clerk shall schedule the hearing of final appeal at the next available regularly scheduled meeting of the city council which will allow compliance with the requirements of the Texas Open Meetings Act.
- C. Where this division requires either the city or applicant to respond, or take other action, within a specific number of days, such calculation shall begin on the first working day after the date of receipt of the information that necessitated response or action.

(o) (n) Tree Mitigation Fund.

- (1) Fund Established. The director of finance is hereby directed to establish a dedicated account to be entitled tree mitigation fund (hereinafter the "fund").
- (2) Penalties. Section 35-493 of this chapter provides for sections imposing civil penalties in addition to criminal penalties. Civil penalties collected pursuant to such section shall be recorded in the fund created pursuant to this section, unless expressly prohibited by law. Likewise, all funds received from the payment of mitigation fees pursuant to subsection (g) (f) shall be recorded in the fund.
- (3) Use of Funds. The funds collected from civil penalties and mitigation fees in the fund shall be utilized to pay for the planting ~~and maintenance~~ of trees, to include a maintenance period not to exceed three years. Generated funds may be used by the City Forester to plant trees on public or private properties. Trees planted with mitigation funds shall not be used to meet any municipal code requirements for preservation, mitigation, landscaping, buffers, streetscape or other requirements. ~~The the~~ funding of tree preservation including the yearly digital imagery and planting programs shall to be administered by the parks and recreation designated department and city forester. The director of the parks and recreation designated department shall seek the advice of the parks and recreation board open-space committee in regard to the selection of projects to be

funded. A portion of the fund may be used, on an annual basis, to fund activities directed towards educating the public on the importance of trees in the environment, ecological issues and pollution prevention.

- (4) Funds to be Kept Separate. The balance within the fund shall be recorded and accounted for in a manner that distinguishes them from other general funds of the city and shall be disbursed in a manner consistent with the purposes for which this fund has been established. The balance of this fund shall not be transferred to the general fund at the end of each budget year, but rather, the balance remaining in the fund at the close of the city's fiscal year shall roll over and become the beginning balance for the next fiscal year.

(p) (e) Public Projects. Municipal and utility entities shall obtain a tree permit before any vegetation is removed or new construction activity takes place. Special attention will be given to the preservation of trees in public rights-of-way that are to help satisfy the objectives of the streetscape planting standards of this article (section 35-512). The city arborist shall approve an application for the reasonable removal of a protected tree in connection with construction, maintenance or repair of public facilities in or above a public street, alley, rights-of-way, easement or other public land.

- (1) Preservation Generally. A minimum of twenty-five (25) percent of all diameter inches of protected trees within the project boundary/limits must be preserved.
- (2) Calculations of Preservation Ratios. All percentages relating to preservation stated within this section shall be based the initial tree survey. Any subsequent redevelopment of public property must minimally preserve the applicable percentage of the total diameter inches of protected trees as indicated in the initial tree survey.
- (3) Tree Retention Ratio. A minimum of twenty (20) ~~ten (10)~~ percent of the total diameter inches within the surveyed area must be retained in their original location when possible. Removal of additional trees, up to the percentage prescribed in this section, requires mitigation (see subsection (f) "preservation" above).
- (4) Design, Diversity and Desirability. The location of all improvements shall be orientated by the applicant, to the extent the applicant determines possible, in a manner which allows for the preserving of the greatest number of trees and in doing so is encouraged to acquire rights-of-way in such a manner. Applicants are also encouraged to preserve trees to meet the landscape and streetscape standards. Also as the particular site conditions warrant, the applicant shall preserve a diversity of species.

(q) (p) Tree Canopy Investment Fund.

- (1) Fund Established. The director of finance is hereby directed to establish a dedicated account to be entitled Tree Canopy Investment Fund.
- (2) Tree Canopy Investment Fund Fees.
 - (i) A fee of fifteen dollars (\$15.00) per lot shall be assessed for each residentially platted lot or for each residential building permit issued.
 - (ii) A fee of twenty-five dollars (\$25.00) per acre or portion thereof shall be assessed for each commercially platted lot or a fee of twenty-five dollars (\$25.00) per acre for each lot for which a commercial building permit is issued by the department of planning and development services.
 - (iii) Fees collected pursuant to the Tree Canopy Investment Fund shall be assessed at the time a tree permit is issued and recorded in the fund created pursuant to this section, unless expressly prohibited by law.
- (3) Use of Funds. The funds collected shall be utilized to pay for the planting and maintenance of trees to include a maintenance period not to exceed three years. Generated funds may be used by the City Forester to plant trees on public or private properties and the yearly digital imagery to proactively enhance the city's tree canopy area. In addition, 10 % of the funds collected will be kept in a separate budget line to be used for any litigation necessary in the enforcement of this section. The program is to be administered by the parks & recreation development services department ~~designated department~~. The director of the parks & recreation ~~designated department~~ and the city forester shall seek the advice of the parks and recreation board ~~advise~~ on the selection of projects to be funded.
- (4) Funds to Be Kept Separate. The balance within the fund shall be recorded and accounted for in a manner that distinguishes them from other general funds of the city and shall be disbursed in a manner consistent with the purposes for which this fund has been established. The balance of this fund shall not be transferred to the general fund at the end of each budget year, but rather, the balance remaining in the fund at the close of the city's fiscal year shall roll over into the balance for the next fiscal year.

(r) (q) Definitions. Definitions that appear below shall apply only to this section and shall prevail if in conflict with definitions found elsewhere in this chapter.

100 year floodplain. Use of the term 100 year floodplain shall refer to the Regulatory floodplain as defined in Appendices A and F.

Environmentally sensitive areas. Areas that require protection of native landscape, plant life, wildlife or ecological values. Environmentally sensitive areas shall include steep slopes and riparian buffers.

Floodplain. Use of the term floodplain shall refer to the Regulatory floodplain as defined in Appendices A and F.

Minimum Canopy Unit. The smallest tree canopy area in square feet that can be designated on a tree preservation plan to receive preservation credit.

Riparian Buffer. Vegetated areas, including buffer strips, adjacent to the regulatory floodplain that help to shade and partially protect a stream, creek or tributary from the impact of adjacent land uses. Riparian buffers are measured as follows:

- 1) A 60 foot wide tree and understory preserve area parallel to the 100-year floodplain in the Edwards Aquifer Recharge Zone or Contributing Zone.
- 2) A 30 foot wide tree and understory preserve area parallel to the 100-year floodplain outside of the Edwards Aquifer Recharge Zone or Contributing Zone.

Spoil Activities. Disturbances to the earth that include any soil and/or earth material generated from grading and/or clearing a site as well as material in excess from a site subject to development.

Steep slope. A slope exceeding twenty (20) percent or 1 foot vertical for every 5 feet horizontal. For the purpose and applicability of the ESA, the steep slope area shall exceed a minimum of 0.5 acres.

Tree canopy. The outer limits of a tree's foliage consisting of leaves, branches and stems that cover the ground when viewed from above. This may also include understory vegetation.

* * * * *

35-A101. Generally.

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Heritage tree. As described in subsection 35-523 (f) ~~(d)~~.

* * * * *

SG/NJH

05/06/10

Item # 5 Amended

Regulatory 100-year floodplain. The land within the community subject to a one (1) percent or greater chance of flooding in any given year flooding during a 100-year frequency storm event assuming ultimate development has occurred throughout the watershed. For the purposes of this section the The-regulatory 100-year floodplain is limited to the reach of the stream which is designated as an area of special flood hazard on the currently effective FEMA Flood Insurance Rate Maps (FIRM Panels). NOTE: As the City's floodplain ordinance (Appendix F of the Unified Development Code) is approved by FEMA as a condition of participation in the National Flood Insurance Program (NFIP), the City's regulatory floodplain is considered FEMA's regulatory floodplain. *(note: to be consistent with Appendix F, section 106)*

* * * * *

Significant stand of trees and/or shrubs. See 35-523(f). A group of class I trees that exceed a minimum of three (3) individual trees and have a minimum of one thousand (1,000) square feet of area associated with the stand.

* * * * *

Tree save area. An area left undisturbed in its natural condition pursuant to the tree preservation/tree stand delineation option.

* * * * *

Tree stand delineation. An optional alternative method for the "on-the-ground" tree survey and inventory required for the tree preservation plan using a current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development. The area shall have at least one (1) six-inch or greater caliper tree per three hundred twenty-five (325) square feet of land and where the branches and leaves form a continuous canopy and shall include areas with a continuous canopy of trees over an area of at least twenty thousand (20,000) square feet, and may be delineated through an aerial photograph. An area of contiguous wooded vegetation shall include both understory and protected trees. An outline of the tree area(s) and the portion of that area (the tree save areas with the associated understory) that are to be preserved to meet the requirements as per the tree preservation standards in section 35-523.

* * * * *

Woodland. For use within subsections 35-523(e)-(3), an area of contiguous wooded vegetation where trees are at a density of at least one (1) significant or greater caliper tree per three hundred twenty-five (325) square feet of land and where the branches and leaves form a continuous canopy. A woodland shall include areas with a continuous canopy of trees over an area of at least twenty thousand (20,000) square feet and with any dimension being not less than thirty-five (35) feet. A woodland may be delineated through an aerial photograph or a ground survey. A woodland shall include both understory and protected trees.

* * * * *

Woodlands tree save area. Any area identified to be saved through the use of the tree stand delineation process as an alternative to an "on-the-ground" tree survey and inventory with calculations.

* * * * *

35-B123- Tree Permit—Tree Preservation Plan Option.

- (a) **Number of Copies.** The applicant shall submit a tree preservation/affidavit application with three (3) sets of tree preservation plans, a survey showing the location of all significant, heritage, or mitigation trees, including clusters, an inventory with calculations, and tree protection notes as provided herein. The applicant shall also provide a Habitat Compliance Form consistent with section 35-B133, as applicable.
- (b) **Format.** The tree survey shall be drawn to scale with sufficient clarity to indicate the location and extent of the work proposed, and show in detail that it conforms to the requirements of this section. The survey shall be submitted on a tree preservation (TP) sheet(s) and shall relate to the civil drawings. A survey that cannot be drawn on a single sheet shall be drawn with appropriate match lines on two (2) or more sheets. A TP survey sheet may also include the tree inventory, calculations, and the tree protection notes at the discretion of the applicant. It shall be the responsibility of the permit holder to maintain a copy of the tree permit, the data and drawings required by this section, and the conditions of approval imposed by the city arborist readily available at the site at all times during which the authorized work is in progress. All tree preservation plans shall be submitted in the form required by the city arborist and shall contain and provide tree protection notes, details and specifications clearly indicating the trees which will remain and the trees which are to be removed.
- (c) **Contents.**
 - (1) The tree preservation plan contains three (3) components: a tree survey, the tree inventory, and the tree protection notes.
 - A. Multi-family residential, commercial and other development:
 - 1. **The Tree Survey.** The tree survey shall, at a minimum, provide the following:
 - i. A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north

arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;

- ii. The location, species and size in diameter inches of each significant, heritage, (see subsection 35-523(f) ~~35-523(d)~~) or mitigation trees, and any cluster or natural areas used to meet the requirements within the project area. Each tree is to be given a unique number which cross references or identifies the trees in the inventory. Warranty trees are to be clearly labeled on plan and inventory.
- iii. The location of property lines, existing site grades and proposed site grades, location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
- iv. Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features; including environmentally sensitive areas such as steep slopes, regulatory floodplain or riparian buffers with the applicable 60 or 30 foot preserve area.
- v. The location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials; and
- vi. The location of all improvements and their proximity to significant or heritage trees.

2. **The Tree Inventory.** A tree inventory shall include:

- i. The diameter inches of and species of each significant, heritage, (see subsection 35-523(f) ~~35-523(d)~~) or mitigation trees and optional cluster trees; tree number, species, DBH, location, and disposition of each tree;
- ii. Reasons for removal of any such trees;

- iii. Calculations indicating total diameter inches, inches preserved, and percent preservation, with a delineation of significant and heritage trees; and
 - iv. The tree designation (significant or heritage tree) and desirability percentage.
 - v. The tree planting designation (quantity, size and type) and desirable location.
3. **The Tree Protection Notes.** The tree protection notes shall include written information containing acceptable activities on the site and within the root protection zone of each tree, cluster or natural area to be preserved to meet the requirements for this standard, including:
- i. Details and graphics illustrating the protective measures such as fencing and alternative construction methods; and
 - ii. Specifications denoting the criteria for methods and materials used for tree protection.

B. Residential:

1. ~~The Tree Survey. For lots located inside the city limits, the developer or property owner must provide a tree survey of the area contained in the front and rear yard setbacks, as established in the lot layout standards of this chapter, of the lots that are to be made ready for construction. For such lots located in a planned unit development, the developer or property owner must provide a tree survey of that portion of the front and rear yards within twenty (20) feet of the front and rear property lines respectively. For lots that are to be made ready for construction located outside the city limits, but in the ETJ and/or a planned unit development, the developer or property owner must provide a tree survey of that portion of the front and rear yards within twenty (20) feet of the front and rear property lines respectively. The tree survey shall, at a minimum, provide the following:~~
- i. A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;

- ii. A current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards;
 - iii. The location of property lines, existing grades and proposed grades, location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
 - iv. Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features;
 - v. The location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials;
 - vi. The location of all improvements and their proximity to significant or heritage trees; and
 - vii. Location, size, and species of all heritage trees.
2. The Tree Inventory. A tree inventory shall include:
- i. The calculations for the preservation ratio of trees to be preserved; and
 - ii. Reasons for removal of any such trees.
 - iii. The tree planting designation (quantity, size and type) and desirable location.
3. The Tree Protection Notes. The tree protection notes shall include written information containing acceptable activities on the site and within the root protection zone of each tree, cluster or natural area to be preserved to meet the requirements for this standard, including details and

graphics illustrating the protective measures such as alternative construction methods.

Sec. 35-B124. - Tree Permit—Tree Affidavit Option.

In lieu of a tree permit, a notarized tree affidavit with fees and required information may be submitted verifying that no significant or heritage tree required to be counted for calculating minimum tree preservation requirements will be damaged or removed as a result of the application or receipt of the approval requested. The applicant shall also provide a habitat compliance form consistent with section 35-B133, as applicable.

- (a) **Number of Copies.** The applicant shall submit a tree preservation/affidavit application with one (1) copy at the platting stage and three (3) sets at the building permit stage.
- (b) **Format.**
 - (1) A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan,
 - (2) Any aerial photograph that cannot be plotted on a single sheet shall be plotted with appropriate match lines on two (2) or more sheets. A tree preservation survey sheet may also include the tree area calculations and the tree protection notes at the discretion of the applicant. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project.
- (c) **Contents.**
 - (1) A current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards; and
 - (2) The location of property lines, existing grades and proposed grades, location and widths of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project; and
 - (2) Basic descriptive information regarding the vegetation type(s) that are within the existing tree area(s).

Sec. 35-B125. - Tree Permit—Tree Stand Delineation Plan Option.

As an alternative option to the tree preservation plan, a tree stand delineation plan may be submitted. The tree stand delineation plan ~~that is required with the master development plan~~ shall include at a minimum a current aerial photograph, satellite, photographic, or digital imagery and stored and analyzed by computer generated software such as but not limited to ArcView or AutoCAD with a minimum resolution of six-inch pixels with a scale of one inch equals four hundred feet (1" = 400'), and additional information contained herein. The applicant shall also provide a habitat compliance form consistent with section 35-B133, as applicable.

- (a) Number of Copies. The applicant shall submit a tree preservation/affidavit application with three (3) sets of the tree stand delineation plan.
- (b) Format.
 - (1) A vicinity map, project name, street address (or plat #, parcel #, or legal description), date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
 - (2) A tree preservation plan sheet with a current aerial photograph (a minimum resolution of six-inch pixels) with an overlay of the development, an outline of the tree area(s) and the tree area(s) and understory that are to be preserved to meet the requirement standards; and
 - (3) Any aerial photograph that cannot be plotted on a single sheet shall be plotted with appropriate match lines on two (2) or more sheets. A tree preservation survey sheet may also include the tree area calculations and the tree protection notes at the discretion of the applicant. It is the applicant's responsibility to insure that all parts of the tree preservation plan are transferred to each appropriate person concerned with the development project.
- (c) Contents.
 - (1) The location of property lines, existing grades and proposed grades, location and widths of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
 - (2) Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features, including environmentally sensitive areas such as steep slopes and riparian buffers with the applicable 60 or 30 foot preserve area.

- (3) Basic descriptive information regarding the vegetation type(s) that are within the existing tree area(s) and within those areas that are to be preserved; and
- (4) Tree protection notes, details and specifications that include the written and graphic information of acceptable and non-acceptable activities on the site and within the tree save areas to be preserved to meet the requirements for this standard.

(3) Tree Stand Delineation Plans shall identify all heritage trees and tabulate total diameter inches and shall calculate final tree canopy cover with planted trees. The tree planting plans shall include designation (quantity, size and type) and desirable location.

Sec. 35-B126. - Reserved.

Sec. 35-B127. - Tree Permit—Public Project Preservation Plan.

- (a) Number of Copies. A tree preservation plan shall consist of an aerial photograph (where applicable) and one (1) set of construction documents with the contents prescribed herein. The applicant shall also provide a habitat compliance form consistent with section 35-B133, as applicable.
- (b) Format. The aerial photograph and the construction documents shall be at a scale with sufficient clarity to indicate the location, nature and extent of the work proposed, and show in detail that it conforms to the requirements of this section. The plan shall be submitted on sheets of a size not to exceed thirty by forty-two (30 x 42) inches. A plan which cannot be drawn in its entirety on a single sheet shall be drawn with appropriate match lines on two (2) or more sheets with one (1) sheet illustrating the scope of the entire project.
- (c) Contents. The tree preservation plan shall include the following information:
 - (1) A current aerial photographs (where applicable) at a minimum of six-inch pixel with an overlay of the project alignment and all easements;
 - (2) A vicinity map, existing grades and proposed grades, location of project lines, and dimensions of the project rights-of-ways and/or all easements, and delineation of the proposed limit of clearance;
 - (3) Project name, street address, legal description, date, scale, north arrow and the names, addresses and telephone numbers of the person(s) preparing the plan;
 - (4) The location, species and size in diameter inches of each Significant or Heritage trees within the project area as defined in subsection 35-523(f)

SG/NJH

05/06/10

Item # 5 Amended

~~35-523(d)~~. Each tree is to be given a unique number which cross references or identifies the trees in the inventory;

- (5) Location of any mitigation trees to be planted within the project area;
- (6) Approximate centerlines of existing watercourses and the location of the 100-year floodplain; approximate location of significant drainage features and any major topographical features; including environmentally sensitive areas such as steep slopes and riparian buffers with the applicable 60 or 30 foot preserve area.
- (7) The location and width of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project;
- (8) A summary table indicating the total number, diameter inches, and species of protected trees to be removed within the project area;
- (9) Description of tree and tree clusters that may be impacted by any construction activity or fifteen (15) feet from any proposed improvements;
- (10) Location and dimensions of all staging areas and/or designated parking areas for the parking and maintenance of all vehicles, trailers, construction equipment, and related items as well as stockpile areas for the storage of construction supplies and materials;
- (11) For applications that require boring of utilities, show bore pit areas so that the minimum distance of the bore is outside the canopy of the trees or tree clusters and that the minimum depth of the bore shall be twenty-four (24) inches or greater; and
- (12) Tree and understory preservation notes, specifications, and details.

* * * * *

35-C110. Tree Preservation Fees.

The following fees are established for purposes of issuing permits or taking related actions for purposes of the tree preservation standards. All fees shall be paid prior to issuance or certification of the action taken, and shall be earmarked as provided in section 35-C101, above.

Basic Fees

	Residential	Commercial
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SG/NJH

05/06/10

Item # 5 Amended

Tree Permit	\$35.00/Lot \$2,000.00 Maximum	\$75.00/Acre
Affidavit Option 1 No Protected Trees	\$35.00/Lot \$1,000.00 Maximum	\$75.00/Acre \$2,000.00 Maximum
Plan Review Fee	\$100.00	\$100.00-\$75.00
Tree Preservation Preliminary Plan Review	\$100.00	\$100.00 Per hour (One (1) hour minimum)

Miscellaneous Fees

Tree Certification Credit	\$100.00/project & \$1.00/inch (Tree Mitigation Fund)
Tree Mitigation	<u>\$200.00/inch using the 1:1 ratio for</u> \$100.00/inch Significant Trees (Tree Mitigation Fund) <u>\$200.00/inch and a</u> \$300.00/inch 3:1 ratio for Heritage Trees (Tree Mitigation Fund)
Tree Maintenance License	\$165.00/Three Years - Regular License (Four Hours Continuing Education) \$60.00 Temporary License

35-F106 Special Floodplain Definitions

* * * * *

Regulatory floodplain is the land within the community subject to a one (1) percent or greater chance of flooding in any given year assuming ultimate development has occurred throughout the watershed. For the purposes of this section the regulatory floodplain is limited to the reach of the stream which is designated as an area of special flood hazard on the currently effective FEMA Flood Insurance Rate Maps (FIRM Panels). NOTE: As the city's floodplain ordinance (this Appendix F of the Unified

SG/NJH

05/06/10

Item # 5 Amended

Development Code) is approved by FEMA as a condition of participation in the National Flood Insurance Program (NFIP), the city's regulatory floodplain is considered FEMA's regulatory floodplain.

SECTION 5. All other provisions of Chapter 35 of the City Code of San Antonio, Texas shall remain in full force and effect unless expressly amended by this ordinance.

SECTION 6. Should any Article, Section, Part, Paragraph, Sentence, Phrase, Clause, or Word of this ordinance, for any reason be held illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained be held to be unconstitutional or invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without the portion held to be unconstitutional or invalid or ineffective.

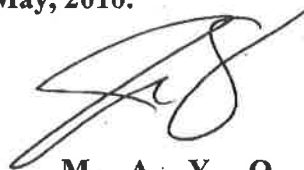
SECTION 7. The City Clerk is directed to publish notice of these amendments to Chapter 35, Unified Development Code of the City Code of the City of San Antonio, Texas. Publication shall be in an official newspaper of general circulation in accordance with Section 17 of the City Charter.

SECTION 8. The publishers of the City Code of San Antonio, Texas are authorized to amend said Code to reflect the changes adopted herein and to correct typographical errors and to index, format and number paragraphs to conform to the existing code.

SECTION 9. This ordinance shall be effective the **1st day of January, 2011** as it applies to the public education districts participating in the interlocal agreement relating to development procedures approved by ordinance #2009-09-03-0690.

SECTION 10. This ordinance shall be effective the **1st day of June, 2010.**

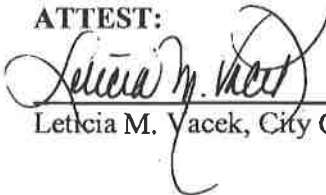
PASSED AND APPROVED this 6th day of May, 2010.



M A Y O R

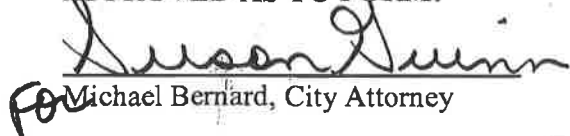
Julián Castro

ATTEST:



Leticia M. Yacek, City Clerk

APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 5

Name: 5							
Date: 05/06/2010							
Time: 04:34:19 PM							
Vote Type: Motion to Appr w Cond							
Description: An Ordinance amending Chapter 35 of the City of San Antonio Code, the Unified Development Code ("UDC"), relative to tree preservation requirements and the attainment of tree canopy goals for San Antonio and its extraterritorial jurisdiction ("ETJ"). [T.C. Broadnax, Assistant City Manager; Roderick Sanchez, Director, Planning and Development Services]							
Result: Passed							
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Leticia Cantu	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x			x	
Elisa Chan	District 9		x				x
John G. Clamp	District 10		x				

Name: 5	
Date: 05/06/2010	
Time: 04:29:47 PM	
Vote Type: Amendment 1	
Description: An Ordinance amending Chapter 35 of the City of San Antonio Code, the Unified Development Code ("UDC"), relative to tree preservation requirements and the attainment of tree canopy goals for San Antonio and its extraterritorial jurisdiction ("ETJ"). [T.C. Broadnax, Assistant City Manager; Roderick Sanchez, Director, Planning and Development	

Services]							
Result: Passed							
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Leticia Cantu	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x			x	
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Name: 5							
Date: 05/06/2010							
Time: 04:29:14 PM							
Vote Type: Amendment 2							
Description: An Ordinance amending Chapter 35 of the City of San Antonio Code, the Unified Development Code ("UDC"), relative to tree preservation requirements and the attainment of tree canopy goals for San Antonio and its extraterritorial jurisdiction ("ETJ"). [T.C. Broadnax, Assistant City Manager; Roderick Sanchez, Director, Planning and Development Services]							
Result: Passed							
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Leticia Cantu	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				

Elisa Chan	District 9		x				
John G. Clamp	District 10		x				