

RESOLUTION 25-R-067

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING AN AMENDED SUBDIVISION IMPROVEMENT AGREEMENT WITH ILF-N-T OWNER, LP FOR HOMESTEAD UNIT 9.

WHEREAS, the City and landowner have entered into a Subdivision Improvement Agreement for Homestead Unit 9 pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15 C 2 and F 1 of the City's Unified Development Code to among other things defer the construction of Sundown Parkway for up to three (3) years after the date of the filing of the plat for Homestead Subdivision Unit 9; and

WHEREAS, the Subdivision Improvement Agreement was filed for record with the Guadalupe County Clerk on June 6, 2023 Document # 202399014277; and

WHEREAS, the plat for Homestead Subdivision Unit 9 was filed on June 12, 2023; and

WHEREAS, the landowner has requested that Section 2 e of the Agreement be amended to allow an additional two (2) years to construct Sundown Parkway and the associated improvements; and

WHEREAS, the City staff is agreeable to this amendment; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the amended agreement with Developer to defer the construction of Sundown Parkway for an additional two years.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes the City Manager to execute the amendment to the Agreement generally in the form attached subject to approval of minor changes approved by the City Attorney as shown on Exhibit "A".

Section 2. 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 City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. 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 the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. 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, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this ___th day of ____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City

Secretary (CITY SEAL)

Exhibit "A"
Homestead Unit 9 Amendment

**FIRST AMENDMENT TO THE IMPROVEMENT AGREEMENT HOMESTEAD
PHASE SUBDIVISION – UNIT 9 - PUBLIC IMPROVEMENTS BETWEEN THE CITY
OF SCHERTZ AND ILF N-T OWNER, LP**

This First Amendment to the Improvement Agreement Homestead Phase Subdivision – Unit 9 – Public Improvements (“**Amendment**”) is entered into to be effective as of _____, by and between the City of Schertz (hereinafter “**CITY**”) a Texas Home Rule municipality and ILF N-T Owner, LP (hereinafter “**DEVELOPER**”) a Limited Partnership created under the laws of Texas, collectively, the “**PARTIES**”.

WHEREAS, the City and Developer have entered into a Subdivision Improvement Agreement (“**AGREEMENT**”) pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15 C 2 and F 1 of the City’s Unified Development Code to among other things defer the construction of Sundown Parkway for up to three (3) years after the date of the filing of the plat for Homestead Subdivision Unit 9; and,

WHEREAS, the Agreement was filed for record with the Guadalupe County Clerk on June 6, 2023 Document # 202399014277; and

WHEREAS, the plat for Homestead Subdivision Unit 9 was filed on June 12, 2023; and

WHEREAS, the Developer has requested that Section 2 e of the Agreement be amended to allow an additional two (2) years to construct Sundown Parkway and the associated improvements; and

WHEREAS, the City is agreeable to this amendment,

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

THE ORIGINAL AGREEMENT BETWEEN THE PARTIES SHALL REMAIN IN FULL FORCE AND EFFECT EXCEPT AS AMENDED HEREIN.

SECTION 2 e

AMENDED AS FOLLOWS:

- e. Owner agrees by June 12, 2028 to complete the construction of the Improvements in accordance with the Construction Plans and in full compliance with City of Schertz Unified Development Code Section 21.4.15, which is incorporated by reference herein as though fully set forth in this Section of this Agreement. For the purpose of clarification, and in no way limiting Owner’s obligations under Section 21.4.15, the Parties agree that full completion of construction of the Improvements shall not occur until the City accepts the Improvements in the manner prescribed in Section 21.4.15. D., and Owner provides a

warranty bond which may name the contractor as the principal (to expire twenty-four (24) months following such acceptance) which shall be exactly twenty percent (20%) of the total cost of construction of all the Improvements.

ALL TERMS NOT DEFINED IN THIS FIRST AMENDMENT SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE AGREEMENT. THE REMAINING PROVISIONS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THIS FIRST AMENDMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, WHICH COLLECTIVELY, WILL BE CONSTRUED AS AN ORIGINAL.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS FIRST AMENDMENT TO HOMESTEAD PHASE SUBDIVISION – UNIT 9 – PUBLIC IMPROVEMENTS ON THE DATE SET FORTH ABOVE.

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

Signature Page to First Amendment to Improvement Agreement

DEVELOPER:

ILF N-T OWNER, LP,
a Delaware limited partnership

By: ILF N-T GP, LLC,
a Delaware limited liability company,
its General Partner

By: ILF N-T Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: FCA Nor-Tex, LLC,
a Delaware limited liability company,
its Administrative Member

By: _____
Name: _____
Title: Authorized Signatory

Commonwealth of Massachusetts

County of Suffolk

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the Authorized Signatory of FCA Nor-Tex, LLC, Administrative Member of ILF N-T Holdings, LLC, Sole Member of ILF N-T GP, LLC, General Partner of ILF N-T Owner, LP on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

(Personalized Seal)

Notary Public's Signature

Signature Page to
Improvement Agreement

This Improvement Agreement has been executed by the parties as of the dates of the Acknowledgments to be effective as of the Effective Date.

City:

CITY OF SCHERTZ,
a Texas municipal corporation

By:

Name: Steven Williams, its City Manager

Date:

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Steven Williams, City Manager of the City of Schertz, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: