

RESOLUTION 25-R-069

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A NEW SUBDIVISION IMPROVEMENT AGREEMENT WITH 2020 F1 GRAYTOW, LLC FOR GRAYTOWN SUBDIVISION UNIT 3A.

WHEREAS, the landowner desires to defer certain dedication and public improvements obligations for Graytown Unit 3A; and

WHEREAS, pursuant to Section 21.4.15 of the City's Unified Development Code, the obligation to dedicate and construct improvements for the Subdivision may be deferred if an Improvement Agreement is executed and if sufficient surety is provided to secure the obligation to construct the improvements; and

WHEREAS, the City staff of the City of Schertz has recommended that the City enter into a Subdivision Improvement Agreement; and

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the agreement with the landowner to defer the construction of Graytown Road.

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 Subdivision Improvement Agreement for Graytown Subdivision Unit 3A 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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 _____ day of _____, 2025.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City

Secretary (CITY SEAL)

Exhibit "A"

New Subdivision Improvement Agreement for Graytown Unit 3A

“Purchaser”), nor is it a party to any contract or other understanding to do so that is not subject to this Agreement.

2. Construction of Improvements; Covenants. The Owner and the City covenant and agree to the following:

- a) The Owner is obligated by Section 21.12.10 of the City’s Unified Development Code to construct, or cause to be constructed, improve half of Graytown Road and construct a 6-foot shoulder with a header curb, (such improvements shall be referred to herein as the “Improvements”).
- b) These improvements shall be constructed with Unit 4 of the development, or be initiated by the developer by January 1, 2024, whichever occurs first.
- c) The cost of the Improvements to Graytown Road associated with for **Graytown Subdivision Unit 3A** are estimated to be **One Hundred Sixty-Four Thousand Four Hundred Thirty-Three and 62/100 Dollars (\$164,433.62)** (the “Cost Estimate”), as more particularly shown on **Exhibit “B”** attached hereto and made a part hereof for all purposes. The Owner and the City agree that the amount of the Cost Estimate set forth herein is a commercially reasonable estimate of the cost of the Improvements.
- d) In lieu of the Owner’s obligation to construct, or cause to be constructed, the Improvements, at or before the Final Plat Recordation, Owner shall provide to the City, concurrent with the execution of this Agreement, surety in the form attached hereto as **Exhibit “C”** (the “Surety”) in an amount equal to 125% of the Cost Estimate amount **Two Hundred Five Thousand Five Hundred Forty-Two and 02/100 Dollars (\$205,542.02)** (the “Improvement Funds”).
- e) Owner requests to defer the start of construction of the public improvements until August 1, 2026 or the start of construction of Graytown Subdivision Unit 4, whichever occurs first, 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 shall be exactly twenty percent (20%) of the Cost Estimate.
- f) Owner agrees to complete the Improvements by June 1, 2027.
- g) In the event Owner fails to being the construction of the Improvements by August 1, 2026 or in conjunction with Unit 4, whichever occurs first, or complete the Improvements by June 1, 2027 in the manner prescribed herein, City may declare this Agreement to be in default and at the City’s sole discretion:

- (i) require that all Improvements be installed by Owner regardless of the extent of completion of the improvements on the Property at the time the Agreement is declared to be in default;
- (ii) unilaterally draw from the Improvement Funds sufficient amount to complete the Improvements itself or through a third party; or
- (iii) assign the Improvement Funds to any third party, including a subsequent owner of the Property, provided that such Improvement Funds shall only be assigned for the purpose of causing the construction of the Improvements by such third party and for no other purpose and in exchange for the subsequent owner's agreement and posting of security to complete the Improvements.

h) Within 30 days of the City's acceptance of the Improvements, the City shall release the Surety to Owner and the Parties shall have no further obligation to each other under this Agreement.

3. Approval of Agreement. The City has approved the execution and delivery of this Agreement pursuant to Section 21.4.15(C.) (2.) of the City's Unified Development Code, and the Owner represents and warrants that it has taken all necessary action to authorize its execution and delivery of this Agreement.

4. Governmental Immunity. The City does not waive or relinquish any immunity or defense on behalf of itself, its officers, employees, Councilmembers, and agents as a result of the execution of this Agreement and the performance of the covenants and actions contained herein.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors, and assigns, and the terms hereof shall run with the Property.

6. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same Agreement.

7. Integration. This Agreement is the complete agreement between the parties as to the subject matter hereof and cannot be varied except by the written agreement of the Owner and the City. The Owner and the City each agrees that there are no oral agreements, understandings, representations or warranties which are not expressly set forth herein.

8. Notices. Any notice or communication required or permitted hereunder shall be deemed to be delivered three (3) days after such notice is deposited in the United States mail, postage fully prepaid, registered or certified mail return receipt requested, and addressed to the intended recipient at the address shown herein. Any address for notice may be changed by written notice delivered as provided herein. All notices hereunder shall be in writing and served as follows:

If to the Owner:

2020 FI Graytown, LLC
11 Lyn Batts Lane, Suite 100
San Antonio, TX 78218

If to the City:

CITY OF SCHERTZ
1400 Schertz Parkway
Schertz, Texas 78154
Attention: City Manager

With copy to:

Denton Navarro Rocha Bernal & Zech, P.C.
2517 N. Main Avenue
San Antonio, Texas 78212
Attention: T. Daniel Santee

9. Legal Construction. If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, such unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of this Agreement. Whenever the context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

10. Recitals; Exhibits. Any recitals in this Agreement are represented by the parties hereto to be accurate, constitute a part of the parties' substantive agreement, and are fully incorporated herein as matters of contract and not mere recitals. Further, any exhibits to this Agreement are incorporated herein as matters of contract and not mere exhibits.

11. No Joint Venture. It is acknowledged and agreed by the parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the parties.

12. Choice of Law. This Agreement will be construed under the laws of the State of Texas without regard to choice-of-law rules of any jurisdiction. Venue shall be in the State District Courts of Guadalupe County, Texas with respect to any lawsuit arising out of or construing the terms and provisions of this Agreement. No provision of this Agreement shall constitute consent by suit by any party.

[Signatures and acknowledgments on the following pages]

**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.

Owner:

2020 FI Graytown, LLC

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025 by _____, the _____ of 2020 FI Graytown LLC, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

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: Steve Williams, its City Manager

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Steve 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

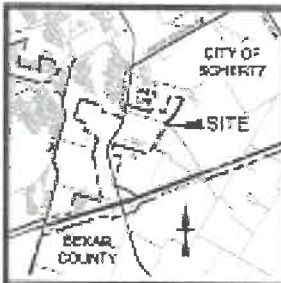
My Commission Expires: _____

EXHIBIT "A"

The Property

Approved Final Exhibit
and
Legal Metes and Bounds

[See attached]

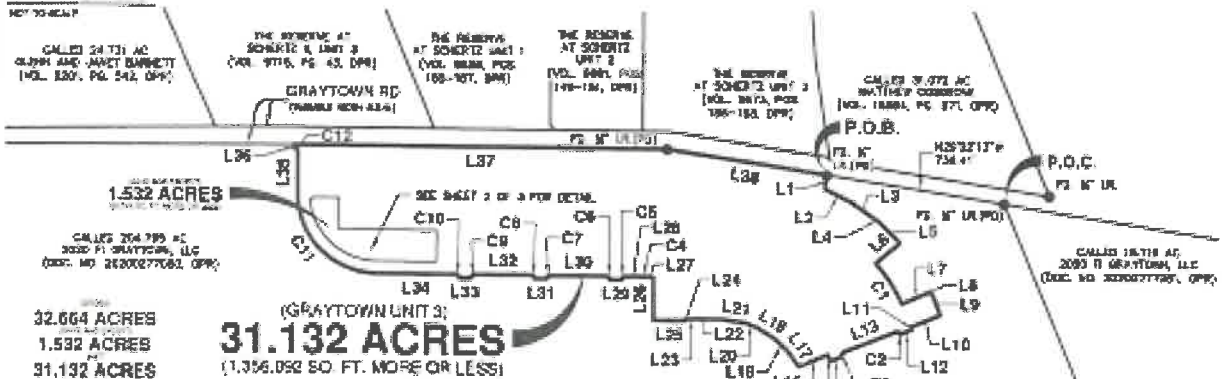


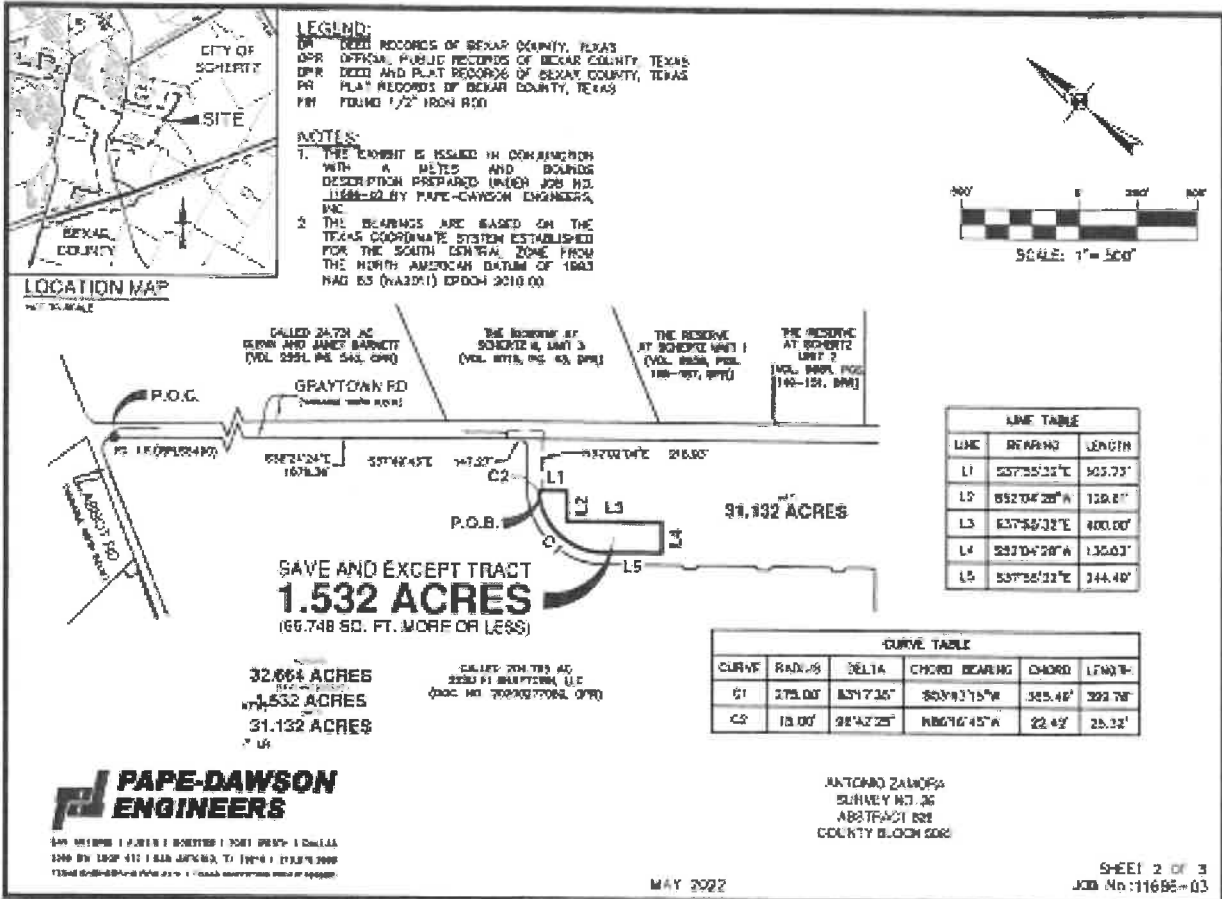
LEGEND
 DR DEED RECORDS OF DEWITT COUNTY, TEXAS
 OPR OFFICIAL PUBLIC RECORDS OF DEWITT COUNTY, TEXAS
 DPR DEED AND PLAT RECORDS OF DEWITT COUNTY, TEXAS
 PR PLAT RECORDS OF DEWITT COUNTY, TEXAS
 FR FOUND 1/2" IRON ROD

NOTES
 1. THIS EXHIBIT IS ISSUED IN CONNECTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. J1188-03 BY PAPE-DAWSON ENGINEERS, P.C.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00



LOCATION MAP





Scale: 1" = 500'

NO. 11688-03

**METES AND BOUNDS DESCRIPTION
#01 GRAYTOWN UNIT 3**

A 32.664 acre, or 1,314,528 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 #1 Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. R28, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 32.664 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 (NAD2011) epoch 2010.00:

COMMENCING: At a found 1/2" iron rod with a yellow cap stamped "Pape-Dawson" on the south right-of-way line of Graytown Road, a variable width public right-of-way, at the northwest corner of a called 18.139 acre tract, conveyed to 2020 #1 Graytown, LLC, in deed recorded in Document No. 20200270681 of said Official Public Records, same being the northeast corner of said 204.795 acre tract;

THENCE: Along and with said south right-of-way line, same being the north line of said 204.795 acre tract, a common line, the following bearings and distances:

N 29°22'13" W, a distance of 736.10 feet to the POINT OF BEGINNING of the herein described tract and from which a found 1/2" iron rod with a yellow cap stamped "Pape-Dawson" bears, N 29°22'13" W, 2.10 feet;

THENCE: Departing said common line, over and across said 204.795 acre tract the following courses:

S 67°37'47" W, a distance of 58.66 feet to a point;

S 12°06'00" E, a distance of 119.29 feet to a point;

S 01°37'59" E, a distance of 119.79 feet to a point;

S 01°34'50" W, a distance of 23.88 feet to a point;

S 06°42'38" W, a distance of 119.30 feet to a point;

N 79°00'45" W, a distance of 130.61 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 670.00 feet, a central angle of 17°06'11", a chord bearing and distance of S 19°32'21" W, 199.26 feet, for an arc length of 200.00 feet to a point;

S 61°54'34" E, a distance of 130.02 feet to a point;

S 23°48'41" W, a distance of 4.14 feet to a point;

S 30°00'00" W, a distance of 100.21 feet to a point;

N 60°00'00" W, a distance of 130.03 feet to a point;

S 30°00'00" W, a distance of 12.42 feet to a point;

N 60°00'00" W, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 15°00'00" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 60°00'00" W, a distance of 230.05 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of S 75°00'00" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 60°00'00" W, a distance of 50.00 feet to a point;

N 30°00'00" E, a distance of 28.33 feet to a point;

N 60°13'09" W, a distance of 130.03 feet to a point;

N 16°55'06" E, a distance of 81.17 feet to a point;

N 06°10'44" E, a distance of 65.71 feet to a point;

N 07°00'14" W, a distance of 97.28 feet to a point;

N 18°45'59" W, a distance of 48.16 feet to a point;

N 29°57'44" W, a distance of 90.31 feet to a point;

N 37°54'45" W, a distance of 101.18 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

S 52°04'28" W, a distance of 6.96 feet to a point;

N 37°55'32" W, a distance of 130.03 feet to a point;

N 57°04'28" E, a distance of 176.58 feet to a point;

N 34°04'48" W, a distance of 32.64 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 310.00 feet, a central angle of 03°50'44", a chord bearing and distance of N 36°00'10" W, 20.80 feet, for an arc length of 20.81 feet to a point;

N 37°55'32" W, a distance of 61.67 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 230.05 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 230.05 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 82°55'32" W, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 50.00 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 21.21 feet, for an arc length of 23.56 feet to a point;

N 37°55'32" W, a distance of 324.44 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 325.00 feet, a central angle of 90°00'00", a chord bearing and distance of N 07°04'28" E, 459.67 feet, for an arc length of 510.51 feet to a point;

N 52°04'28" E, a distance of 171.50 feet to a point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°02'24", a chord bearing and distance of N 07°03'16" E, 21.22 feet, for an arc length of 23.57 feet to a point;

N 52°02'04" E, a distance of 15.00 feet to a point on the south right-of-way line of Graytown Road, same being the north line of said called 204.795 acre tract, a common line;

THEMCL: S 37°57'56" E, along and with said common line, a distance of 1530.31 feet to a found 3/4" iron rod with a yellow cap stamped "Pape-Dawson";

THEMCL: S 29°23'34" E, continuing along and with said common line, a distance of 662.57 feet to the POINT OF BEGINNING and containing 32.664 acres.

SAVE AND EXCEPT a 1.532 acre, or 66,748 square feet more or less, tract of land out of that called 204.795 acre tract conveyed to 2020 Ft Graytown, LLC, in deed recorded in Document No. 20200277080 of the Official Public Records of Bexar County, Texas, out of the Antonio Zamora Survey No. 36, Abstract No. 828, County Block 5083, of the City of Schertz, Bexar County, Texas. Said 1.532 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a found 3/4" iron rod with a cap marked "RPLS 6490" on the southwest right-of-way line of Graytown Road, a variable width right-of-way, at the southeast right-of-way line of Abbott Road, a variable width right-of-way, same being a northwest corner of said called 204.795 acre tract:

THENCE: S 38°24'24" E, along and with said southeast right-of-way line said Graytown Road, same being the north line of said called 204.795 acre tract, a common line, a distance of 1679.95 feet to a point;

THENCE: S 37°49'43" E, continuing along said common line, a distance of 147.37 feet to a point;

THENCE: S 52°02'04" W, departing said common line, over and across said 204.795 acre tract, a distance of 216.93 feet to the POINT OF BEGINNING of the herein described tract;

THENCE: Continuing over and across said called 204.795 acre tract the following courses:

S 37°55'32" E, a distance of 102.72 feet to a point;

S 52°04'28" W, a distance of 129.61 feet to a point;

S 37°55'32" E, a distance of 400.00 feet to a point;

S 52°04'28" W, a distance of 130.03 feet to a point;

N 37°55'32" W, a distance of 244.49 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 275.00 feet, a central angle of 83°17'35", a chord bearing and distance of N 03°43'35" E, 365.49 feet, for an arc length of 399.78 feet to a point;

THENCE: Southeasterly, along a compound curve to the right, said curve having a radius of 15.00 feet, a central angle of 96°42'25", a chord bearing and distance of S 86°16'45" E, 22.42 feet, for an arc length of 25.32 feet to the POINT OF BEGINNING and containing 1.532 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 11686-03 by Pape-Dawson Engineers, Inc.

32.664 ACRES, GROSS AREA
1.532 ACRES, SAVE AND EXCEPT
31.132 ACRES, NET AREA

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 2022
JOB NO. 11686-03
DOC. NO. N:\Y:\M\11686-03\Word\BOUNDARY\11686-03 FN 31.132AC.docx



EXHIBIT "B"

The Cost Estimate

[See attached]

GRAYTOWN UNIT 3A
 ADJACENT ROADWAY IMPROVEMENTS
 GRAYTOWN ROAD
 OPINION OF PROBABLE CONSTRUCTION COST

I. STREET & DRAINAGE IMPROVEMENTS
 3/28/2025

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
STREET IMPROVEMENTS					
1.	Mobilization	LS	1	\$6,367.86	\$6,367.86
2.	Excavation (Streets)	CY	866	\$6.00	\$5,197.14
3.	Secondary Rural Arterial				
	a. 3" H/MAC Type "D"	SY	2,036	\$23.50	\$47,846.00
	b. 12" Flex Base	SY	2,036	\$26.50	\$53,954.00
	c. Triax TX5 Geogrid	SY	2,036	\$6.00	\$12,216.00
	d. 12" Moisture Conditioned Subgrade	SY	2,036	\$4.00	\$8,144.00
SUBTOTAL STREET IMPROVEMENTS:					\$133,725.00
DRAINAGE IMPROVEMENTS					
1.	Channel Excavation	CY	247	\$18.00	\$4,451.76
2.	Channel Revegetation (Hydromulch)	SY	1,374	\$1.50	\$2,061.00
3.	4" Top Soil	SY	1,374	\$2.00	\$2,748.00
SUBTOTAL DRAINAGE IMPROVEMENTS:					\$9,260.76
15% CONTINGENCY					\$21,447.86
TOTAL STREET & DRAINAGE IMPROVEMENTS:					\$164,433.62

Notes:

1. The existing road width for the developer's half of Graytown Rd is approximately 15.75 ft. OPC assumes an addition of 8.25 ft. required by the City of Schertz UDC. Excavation (Streets) is assumed to be 0.39 cy/lf for the additional length of Secondary Rural Arterial section. In addition to the City of Schertz standard Secondary Rural Arterial Section, header curb will be constructed along the full length of Graytown Rd.

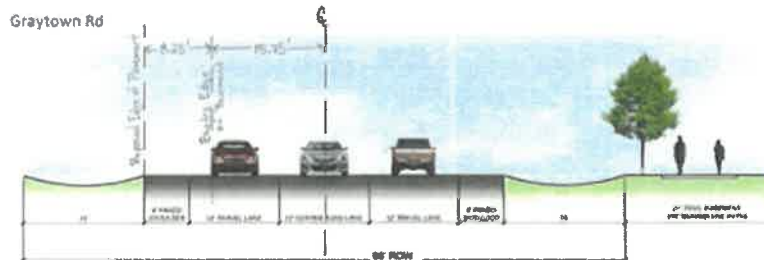


Figure 17. Secondary Rural Arterial Section – Ware Seguin Road

EXHIBIT "C"

The Surety

[See attached]