

RESOLUTION 25-R-113

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, AUTHORIZING AN AMENDMENT TO THE PARKLAND IMPROVEMENT AGREEMENT WITH ROLLING HILLS RANCH DEVELOPMENT LTD AND SCAPPY DEVELOPMENT, LLC FOR THE PARKLANDS SUBDIVISION AND PARKLANDS II SUBDIVISION.

WHEREAS, the CITY and landowner have entered into a Parkland Improvement Agreement pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15.F.1 and 21.9.10.F of the City's Unified Development Code to defer the construction of parkland improvements, and required recordation of the final plat for The Parklands Subdivision Unit 3A and Parklands II Subdivision Unit 2 to be no later than July 1, 2024, and;

WHEREAS, the Agreement was filed for record with the Guadalupe County Clerk on February 6, 2023, Document # 202399002819; and

WHEREAS, plats have been filed for The Parklands and Parklands II Subdivisions; and

WHEREAS, the Developer has requested that Section 2.11 of the Agreement be amended to allow the Developer to record final plats for The Parklands Subdivision Unit 3A, and/or The Parklands Subdivision Unit 3B; and

WHEREAS, the Developer has requested that Section 2.13 of the Agreement be amended to extend the completion date of the parkland improvements; and

WHEREAS, the City staff is agreeable to this amendment,

WHEREAS, the City Council finds that it is in the best interest of the City to enter into the amended agreement with the Developer to defer the construction of the public parkland until the end of 2025.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheree Courney, Deputy City Secretary

Exhibit "A"

The Parklands – Parkland II Amendment

**AMENDMENT TO THE PARKLAND IMPROVEMENT AGREEMENT
FOR
THE PARKLANDS SUBDIVISION AND THE PARKLANDS II SUBDIVISION**

This Amendment to the Amended and Restated Parkland Improvement Agreement (“Amendment”) is entered into to be effective as of _____ by and between the City of Schertz (hereinafter “**CITY**”) a Texas Home Rule municipality and The Parklands Units 1 and 2, Ltd., Rolling Hills Ranch Development, Ltd., and Scrappy Development, LLC (hereinafter “**DEVELOPER**”) a Limited Partnership created under the laws of Texas, collectively, the “**PARTIES**”.

WHEREAS, the City and Developer have entered into a Parkland Improvement Agreement (“**AGREEMENT**”) pursuant to City of Schertz Code of Municipal Ordinances Section 21.4.15.F.1 and 21.9.10.F of the City's Unified Development Code to defer the construction of parkland improvements, and required recordation of the final plat for The Parklands Subdivision Unit 3A and Parklands II Subdivision Unit 2 to be no later than July 1, 2024, and,

WHEREAS, the Agreement was filed for record with the Guadalupe County Clerk on February 6, 2023 Document # 202399002819; and

WHEREAS, plats have been filed for The Parklands and Parklands II Subdivisions; and

WHEREAS, the Developer has requested that Section 2.11 of the Agreement be amended to allow the Developer to record final plats for The Parklands Subdivision Unit 3A, and/or The Parklands Subdivision Unit 3B; and

WHEREAS, the Developer has requested that Section 2.13 of the Agreement be amended to extend the completion date of the parkland 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:

SECTION 2

AMENDED AS FOLLOWS:

2.11. The City shall allow the Developer to record final plats for The Parklands Subdivision Unit 3A, and/or The Parklands Subdivision Unit 3B in order to facilitate land dedication and improvement construction within the public parkland. The City shall allow permitting and construction of the public parkland improvements prior to

final plat recordation of The Parklands Subdivision Unit 3A. Final plat for The Parklands Subdivision Unit 3A must be recorded prior to City acceptance of the public park improvements.

2.13. In the event Developers fail to fully complete construction of the Park Improvements by December 31, 2025 in the manner prescribed herein, the City may declare this Agreement to be in default and at the City's sole discretion:

- (i) Require that all Improvements be installed by Developers regardless of the extent of completion of the improvements on the Property at the time this Agreement is declared to be in default;
- (i) Unilaterally draw from the Surety a sufficient amount to complete the Improvements itself or through a third party; or
- (ii) Assign the Surety to any third party, including a subsequent owner of the Property, provided that such funds shall only be assigned for the purpose of causing the construction of the Park 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 Park Improvements.
- (iii) Withdraw a lump sum payment from the Surety at the rate of \$1,000 per platted buildable lot (\$350 for parkland dedication and \$650 for park improvements) to be accepted by the City as a fee-in-lieu of parkland dedication and improvement. Any remaining surety would be released by the City.

ALL TERMS NOT DEFINED IN THIS 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 AMENDMENT MAY BE EXECUTED IN MULTIPLE COUNTERPARTS, WHICH COLLECTIVELY, WILL BE CONSTRUED AS AN ORIGINAL.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT TO THE PARKLANDS AND PARKLANDS II SUBDIVISION PARKLANDS IMPROVEMENTS ON THE DATE SET FORTH ABOVE.

[Signatures and acknowledgments on the following pages]

**Signature Page to the Amendment to the
Parkland Improvement Agreement**

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

Developer:

PARKLANDS UNITS 1 & 2 LTD

By: Its Sole General Partner:
BITTERBLUE, INC., a Texas corporation

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025 by _____, President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Parklands Units 1 & 2, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Parkland Improvement Agreement

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

Developer:

**ROLLING HILLS RANCH DEVELOPMENT
LTD**

By: Its Sole General Partner:
ROLLING HILLS RANCH MANAGEMENT,
L.C., a Texas limited liability company

By: _____
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025 by _____, _____ of Rolling Hills Ranch Management, L.C., a Texas limited liability company, the sole General Partner of Rolling Hills Ranch Development, Ltd., a Texas limited partnership, on behalf of said limited partnership.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Parkland Improvement Agreement

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

Developer:

SCRAPPY DEVELOPMENT, LLC

By: _____

Name: Gordon V. Hartman

Title: President

Date: _____

THE STATE OF TEXAS §

 §

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Gordon V. Hartman, President of Scrappy Development, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Signature Page to
Parkland Improvement Agreement

This Parkland 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: _____

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: _____