

STATE OF TEXAS

COUNTY OF BEXAR

INDUSTRIAL DISTRICT NON-ANNEXATION AGREEMENT

This Industrial District Non-Annexation Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its City Manager or designee, pursuant to Ordinance No. 2010-12-09-1046 dated December 9, 2010, and Texas Research and Technology Foundation (hereinafter referred to as "TRTF"), a non-profit foundation formed under the laws of the State of Texas, acting by and through its Executive Director hereto duly authorized; (collectively, the "Parties").

WHEREAS, TRTF is the current owner of an approximately 930 acre tract of land situated in Bexar and Medina Counties, Texas, which is more particularly described in Attachment I hereto, hereinafter referred to as the "Property") and which is located within the extraterritorial jurisdiction of the City of San Antonio, as that term is defined in Section 42.021 Extent of Extraterritorial Jurisdiction, Local Government Code, V.A.T.C.S., and was previously designated the TRTF Industrial District (hereinafter referred to as "Industrial District"); and

WHEREAS, the Industrial District contract will expire on December 29, 2010, and TRTF desires to continue its Industrial District designation and enter into this Agreement with CITY pursuant to Section 42.044 (d) and 42.044 (e) of the Local Government Code V.A.T.C.S., as amended; and

WHEREAS, it is to the mutual benefit of TRTF and CITY that the Property not be annexed by CITY prior to the term specified in Section 1 herein; and

WHEREAS, the City Council of CITY finds that it is in the best interests of the CITY to enter into this Agreement with TRTF; NOW THEREFORE,

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described:

SECTION 1. Term. CITY, subject to the conditions set out in this Agreement, guarantees the continuation of the extraterritorial status of the Property and its immunity from annexation by CITY for a conditioned period of time beginning with the execution of this Agreement and ending on December 31, 2015, unless terminated earlier pursuant to the provisions contained herein. This Agreement shall automatically renew on an annual basis, at the sole discretion of CITY, for a period not to exceed five (5) years.

SECTION 2. TRTF agrees to execute a "Petition for Annexation" upon execution of this Agreement, a copy of which is attached hereto and incorporated herein for all purposes as Attachment II.

SECTION 3. TRTF agrees to continue generating economic activity, in accordance with its Charter, in a qualified targeted industry consistent with City of San Antonio Tax Abatement Guidelines and Criteria, within the Industrial District at its State Hwy. 211 facility during the Term of this Agreement subject to *Section 19*.

SECTION 4. TRTF agrees that persons designated by CITY shall be provided reasonable access to and permitted to inspect all structures situated within the Industrial District to assure compliance with all applicable City Codes and ordinances, including regulations pertaining to the regulations enforced by the Texas Commission on Environmental Quality (the "TCEQ").

SECTION 5. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option.

SECTION 6. TRTF agrees that the Property shall be for the exclusive use of a qualified targeted industry consistent with the City of San Antonio Tax Abatement Guidelines and Criteria and the City of San Antonio Unified Development Code.

SECTION 7. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege or remedy available to CITY hereunder or by law or in equity, such rights powers, privileges or remedies to be always specifically preserved hereby.

SECTION 8. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws including, but not limited to, the City Charter, City Code or ordinances of the City of San Antonio, Texas then, and in that event, it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

SECTION 9. TRTF and CITY shall enter into a Basic Fire Services Agreement which is authorized by Ordinance No. 2010-12-09-1046 passed by the City Council of the City of San Antonio, Texas on the 9th day of December, 2010 (hereinafter referred to as the "Basic Fire Services Agreement", attached hereto and incorporated herein for all purposes as Attachment III). The Basic Fire Services Agreement shall be subordinate to this Agreement; however, this Agreement and the Basic Fire Services Agreement shall begin and end on concurrent dates.

SECTION 10. TRTF agrees that all land use and construction in the Industrial District shall comply with all applicable City Codes and regulation including TCEQ regulations. Prior to commencement of construction of any structure in the Industrial District, TRTF agrees to deliver plans certified by all engineers employed for such construction including, but not limited to, structural, mechanical and electrical engineers to CITY's Director of Building Inspections. Said certified plans shall indicate that the plans and specifications for the components of work for each engineer comply with all applicable provisions of City Codes and ordinances. Upon completion of each structure in the Industrial District, TRTF shall deliver certificates to said Director from the architect, engineer(s), and/or construction manager duly licensed in the State of Texas, certifying that there has been such compliance in the construction of the completed structures.

SECTION 11. TRTF agrees to inform all project(s) managers, architects, engineers, prime contractors and subcontractors, in writing, that all site development plans and applicable permits will be obtained and all inspections applied for and approved as if the construction project was within the city limits of San Antonio, Texas.

SECTION 12. TRTF will strongly encourage prime contractors and subcontractors to utilize qualified local labor and business including small, minority-, and women-owned business enterprises where feasible. The City's Small Business Office of the International and Economic Development Department shall provide assistance to prime contractors and subcontractors in identifying qualified small, minority-, and women-owned businesses.

SECTION 13. TRTF agrees to provide CITY sixty (60) days written notice to CITY's Director of the International and Economic Development Department ("IEDD") of any pending sale or transfer of title to the Property that has been declared an Industrial District pursuant to this Agreement.

SECTION 14. TRTF further agrees to include the following special provision in any deed or lease of the Property hereunder executed between TRTF and any subsequent purchaser, successor and/or assigns:

"This conveyance (or where applicable, lease) is made and accepted and subject to the following special provisions:

_____ hereby assumes and promises to keep and perform the terms and conditions of that certain Industrial District Non-Annexation Agreement ("Agreement") and Basic Fire Services Agreement created amendatory thereof executed by the City of San Antonio and Texas Research and Technology Foundation which Industrial District Non-Annexation Agreement and Basic Fire Services Agreement are of record in the Real Property Records of Bexar County, Texas as to the parcels conveyed (or if applicable, leased) hereby. The CITY shall have, upon the expiration of the non-annexation time period, the right to exercise any or all of the following:

A. The right to refuse or to discontinue any municipal services to the parcel or parcels; and/or

B. the right to de-designate as a part of the Industrial District the parcels or parcels subject to these special provisions: “Any delay on the part of the City of San Antonio to exercise such rights shall not constitute a waiver of such rights. The remedies set out in the Industrial District Non-Annexation Agreement executed between the City of San Antonio and Texas Research and Technology Foundation are applicable to these special provisions. The above restriction shall be a covenant running with the land for the period of the above referenced Industrial District Non-Annexation Agreement.”

SECTION 15. TRTF shall pay CITY, in advance, a non-refundable processing and inspection fee for any new construction in an amount equal to the then-prevailing City building permit fee. Said fee shall be tendered to CITY along with the required completed engineer(s) certifications.

SECTION 16. TRTF agrees to follow all federal, state and local statutes, codes, ordinances and regulations pertaining to effluent discharges into a publicly-owned sanitary sewage collection system. TRTF specifically agrees to comply with San Antonio Ordinance No. 57214 (Industrial Waste Ordinance) and San Antonio Ordinance No. 61422 (Schedule of Fees) or as said Ordinances may be amended.

SECTION 17. TRTF further agrees to follow the requirements of the Federal Water Pollution Control Act of 1972 (PL92-500), as amended by the Clean Water Act of 1977 (PL95-217) or future amendments, which are applicable to users of a sewage collection system.

SECTION 18. TRTF agrees to submit an annual report to the IEEDD Director detailing economic development activity generated within the Industrial District pursuant to this Agreement. This report shall be submitted not later than December 15th of each year of this Agreement.

SECTION 19. During the Term, CITY may declare a default if TRTF fails to perform any term, condition or covenant contained in this Agreement. Should CITY determine that TRTF is in default, CITY will notify TRTF in writing at the address listed below in Section 22. If said default is not cured within sixty (60) calendar days from the date in such notice (hereinafter the “Cure Period”), then City Council shall have the right to:

- a. terminate this Agreement and the Basic Fire Service Agreement between TRTF and CITY; and/or
- b. De-designate as part of the Industrial District the parcel or parcels of the Property to which the TRTF has failed to perform (the “De-Designated Parcels”). Such loss of designation shall render the De-Designated Parcels ineligible to receive fire fighting and fire protection services under the Basic Fire Services Agreement. Such loss of designation shall further render the De-Designated Parcels eligible for annexation.

However, CITY may extend the Cure Period if TRTF commences to cure such default within the Cure Period and TRTF is acting in “reasonable good faith” to diligently pursue such cure. CITY’s determination as to whether TRTF is acting in “reasonable good faith” to

diligently pursue such cure, in relation to use of industry terms of this Agreement, will take into account the following considerations:

- 1) Acts of God; and
- 2) Availability of qualified employees.

After the expiration of the above sixty (60) day cure period, City may make quarterly visits to the TRTF's Property to determine if TRTF is acting in "reasonable good faith" to remedy the industry use non-compliance. If City determines that TRTF is not acting in "reasonable good faith" based on the above considerations, then City shall have the right to terminate the Non-Annexation Agreement and the Basic Fire Services Agreement and annex the Property.

SECTION 20. In the event of loss of designation pursuant to Section 19(b) of this Agreement, and provided TRTF has cured the failure to perform which caused de-designation and the parcel or parcels affected have not been annexed by CITY, then TRTF may apply for re-designation of said parcel or parcels of the Industrial District subject to the same expiration date and Term regarding the "Petition for Annexation" as applicable in this Agreement.

SECTION 21. Should TRTF's Tax Phase-In Agreement with Bexar County regarding this Property be terminated prior to its expiration date, TRTF shall have the option to terminate this Agreement. If TRTF exercises said option, City shall have the right to immediately annex the Property.

SECTION 22. For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director
International and Economic Development Department
P.O. Box 839966
San Antonio, Texas 78283-3966

TRTF:
Executive Director
Texas Research Park Foundation
14815 Omicron Dr.
San Antonio, Texas 78245

SECTION 23. TRTF agrees to file a copy of this Agreement, its attachments and authorizing Ordinance, within five (5) days of Agreement execution, in the Real Property Records of Bexar County, at TRTF's own expense, and remit a copy of the certificate of this filing to CITY's IEDD Director within ten (10) days of such filing.

SECTION 24. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

SECTION 25. It is understood by the Parties to this Agreement that if CITY terminates this Agreement pursuant to the above provisions, said termination shall not require approval by the City Council but shall instead require only administrative written notification by CITY to TRTF giving notice of such termination and the effective date thereof.

SECTION 26. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.


SECTION 27. All attachments to this Agreement are incorporated herein for all purposes.

EXECUTED in triplicate, each of which shall constitute an Original, this 6th day of January, 2010.


[SIGNATURES APPEAR ON FOLLOWING PAGE]

CITY OF SAN ANTONIO

TEXAS RESEARCH AND TECHNOLOGY
FOUNDATION

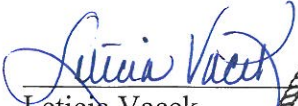



A.J. Rodriguez
Deputy City Manager

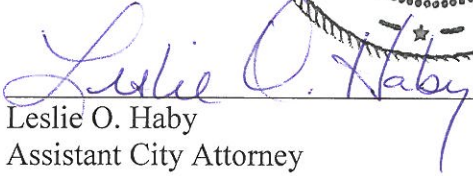

Name: YORK DUNCAN
Executive Director

ATTEST:

ATTEST:


Leticia Vacek
City Clerk
Name: J. Bruce Bugg, Jr.
Secretary of Foundation

APPROVED AS TO FORM


Leslie O. Haby
Assistant City Attorney

ATTACHMENT II

**REQUEST TO MAYOR AND CITY
BY THE OWNER OR OWNERS OF PROPERTY
FOR ANNEXATION OF SAID PROPERTY**

STATE OF TEXAS

COUNTY OF BEXAR

The undersigned OWNER(s) of the hereinafter described tract of land hereby request that the City Council take action to extend the present City limits so as to include as a part of the City of San Antonio, Texas the following described territory, to wit:

(See Attachment I affixed hereto).

We certify that this petition is signed and sworn to by each and every person or officer authorized to act for any corporation having an interest in said land, as shown by instruments of record in the Deed Records of Bexar County, to wit, those recorded in Vol. 3891, Page 425, 437.

We further fully understand that the existence of this petition in no way binds the City of San Antonio, Texas to annex the property affected by this petition.

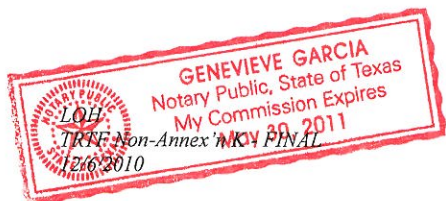
TEXAS RESEARCH AND TECHNOLOGY
FOUNDATION

By: [Signature]
Name: _____
Executive Director

STATE OF Texas
COUNTY OF Bexar

BEFORE ME, the undersigned authority on this day personally appeared known to me to be the person whose name is Mark Duncan, subscribed to the foregoing instrument and acknowledged that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this 7 day of December, 2010.

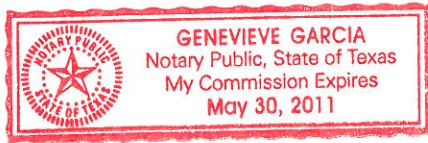
Genevieve Garcia
NOTARY PUBLIC, Texas County, Bexar



STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 7 day of December, 2010 personally appeared [Signature], Executive Director of TEXAS RESEARCH AND TECHNOLOGY FOUNDATION, a Texas non-profit foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

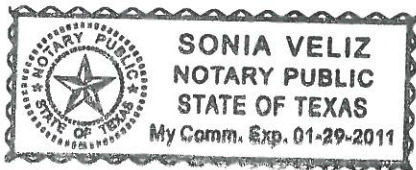


[Signature]
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 22 day of December, 2010 personally appeared A.J. Rodriguez, Deputy City Manager of the City of San Antonio, a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.



[Signature]
Notary Public, State of Texas

MABEL B. SUEHS (UNPLATTED) N00°20'24"W 3670.67'
 WERNER STINSON (UNPLATTED)
 LORETTA STIRE (UNPLATTED)
 JOHN A. PERSYNN (UNPLATTED)
 TUSNELDA STOEVER (UNPLATTED) N00°25'53"W 1387.74'
 ROBERT STEINLE (UNPLATTED) N00°21'31"W 2175.00'

ROBERT STEINLE (UNPLATTED)
 S89°37'15"E 3207.44'

A CALLED 84.4 ACRES TRACT
 OWNER: FCC SAN ANTONIO
 (VOL. 13279, PG. 291, R.P.R.)
 S89°07'10"E 854.39'

74.889 ACRES
 (VOL. 13279, PG. 291, R.P.R.)
 OWNER: FCC SAN ANTONIO LLC

S00°15'41"W 993.33'

LOT 1, BLOCK 1, C.B. 2346
 R.R. #54-1, 12,450 ACRES
 (VOL. 9523, PG. 96, D.P.R.)
 OWNER: FCC SAN ANTONIO LLC

(VOL. 9523, PG. 96, D.P.R.)
 OWNER: FCC SAN ANTONIO LLC

930.94 ACRES

MEDINA COUNTY
 BEXAR COUNTY

N89°58'03"W 2310.84'

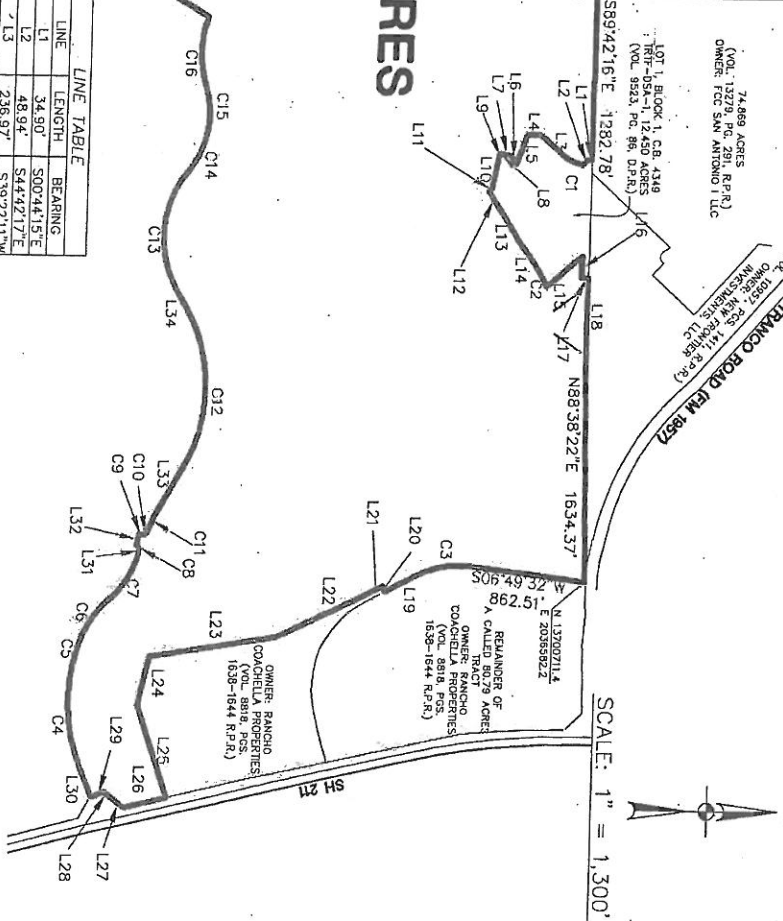
MABEL B. SUEHS (UNPLATTED)

A CALLED 84.4 ACRES TRACT
 OWNER: FCC SAN ANTONIO
 (VOL. 13279, PG. 291, R.P.R.)

3898.67'
 W 99°06'03"S

LINE	LENGTH	BEARING
L1	34.90	S00°44'15"E
L2	48.94	S44°42'17"E
L3	236.97	S39°22'11"W
L4	95.78	S03°54'42"E
L5	216.94	S20°13'28"E
L6	74.80	S50°36'56"W
L7	77.94	S10°40'28"W
L8	20.80	S79°19'35"E
L9	4.30	S10°40'28"W
L10	237.92	S79°19'35"E
L11	32.02	S40°52'51"E
L12	80.62	N57°02'41"E
L13	373.67	N57°02'41"E
L14	228.04	N53°46'36"E
L15	344.15	N41°09'29"W
L16	152.00	S89°42'17"E
L17	49.90	N00°17'43"E
L18	584.13	S89°42'18"E
L19	259.72	S27°09'49"E
L20	42.98	S62°50'09"W
L21	163.55	S27°09'51"E
L22	691.82	S25°32'07"E
L23	938.54	S09°22'20"E
L24	359.85	S76°57'31"E
L25	703.55	N70°55'49"E
L26	320.28	S13°41'58"E
L27	164.71	S36°41'17"W
L28	21.96	S36°41'17"W
L29	98.32	S22°40'20"E
L30	234.39	S67°14'15"W
L31	16.90	N76°04'44"W
L32	86.00	N80°16'32"W
L33	301.98	N59°00'00"W
L34	158.38	S56°00'00"W

CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	153.17'	276.50'	78.60'	31°44'20"	151.22'	S23°44'29"W
C2	141.41'	793.29'	101.24'	10°12'49"	141.22'	N62°07'06"E
C3	415.25'	700.00'	213.94'	33°59'20"	409.19'	S107°01'08"E
C4	768.91'	1255.00'	398.95'	35°08'14"	756.94'	S84°48'49"W
C5	140.53'	1255.00'	70.34'	6°24'56"	140.45'	N74°25'37"W
C6	398.62'	755.00'	204.07'	30°15'02"	394.00'	N56°05'38"W
C7	399.59'	645.00'	206.44'	35°28'48"	393.63'	N56°43'00"W
C8	41.27'	25.00'	22.08'	94°34'36"	36.74'	S57°00'56"W
C9	29.40'	743.00'	14.70'	21°6'01"	28.40'	N28°44'26"W
C10	35.55'	25.00'	21.53'	81°27'52"	32.63'	N28°44'26"W
C11	216.82'	1243.00'	108.68'	9°59'39"	216.54'	N64°28'33"W
C12	1228.22'	1157.00'	679.79'	60°52'20"	1172.22'	N65°43'37"W
C13	900.15'	743.00'	514.61'	69°24'52"	846.10'	N65°38'57"W
C14	261.84'	657.34'	132.68'	22°49'21"	260.11'	N61°59'05"W
C15	404.03'	657.34'	208.66'	35°14'23"	397.75'	S88°58'52"W
C16	500.96'	743.00'	260.42'	38°37'52"	491.52'	N89°19'24"W



SCALE: 1" = 1,300'



JOB NO. 6282-00
 DATE OCTOBER 8, 2010
 CHECKED JK DRAWN RP
 SHEET 1 OF 1

TEXAS RESEARCH PARK
 INDUSTRIAL TRACT EXHIBIT



555 EAST RAMSEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.9000
 FAX: 210.375.9010
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES

FOR

Texas Research Park, Industrial Tract

A 930.95 acre, or 40,551,810 square feet more or less, tract of land out of a 1514.000 acre tract in Bexar County, Texas, and Medina County, Texas, recorded in Volume 3891, Pages 425-437 of the Official Public Records of Real Property of Bexar County, Texas, out of the Elizabeth Davis Survey No. 6, Abstract 1001, County Block 4348, the Precilla Tarkington Survey No. 5, Abstract 1029, County Block 4347, and the Johann Peiffer Survey No. 7, Abstract 1018, County Block 4349, in Bexar County, Texas. Said 930.95 acre tract being more fully described as follows:

BEGINNING: At a point in the west right-of-way line of State Highway 211, a variable width right-of-way, recorded in Volume 4450, Pages 868-880 of the Official Public Records of Real Property of Bexar County, Texas, for the southeast corner of an 80.79 acre tract, recorded in Volume 8818, Pages 1638-1644 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Along and with the west right-of-way line of State Highway 211, the following bearings and distances:

S 13°41'58" E, a distance of 320.28 feet to a point, for the north corner of the northwest cutback line at the intersection of Lambada Drive, an 110-foot right-of-way, recorded in Volume 9521, Pages 153-162 of the Deed and Plat Records of Bexar County, Texas, and said State Highway 211,

S 36°41'17" W, a distance of 164.71 feet to a point, for the south corner of said northwest cutback line, and the northeast corner of said Lambada Drive,

S 36°41'17" W, continuing along and with the west right-of-way line of State Highway 211, a distance of 21.98 feet to a point,

S 22°40'20" E, a distance of 98.32 feet to a point, for the southeast corner of said Lambada Drive;

THENCE: Departing the west right-of-way line of State Highway 211, along and with the south right-of-way line of said Lambada Drive, the following bearings and distances:

S 67°14'15" W, a distance of 234.39 feet to a point,

Along a non-tangent curve to the right, said curve having a radial bearing of N 22°44'20" W, a radius of 1255.00 feet, a central angle of 35°06'14", a chord bearing and distance of S 84°48'48" W, 756.94 feet, for an arc length of 768.91 feet to a point,

Along a compound curve to the right, said curve having a radius of 1255.00 feet, a central angle of 06°24'56", a chord bearing and distance of N 74°25'37" W, 140.45 feet, for an arc length of 140.53 feet to a point,

Along a compound curve to the right, said curve having a radius of 755.00 feet, a central angle of 30°15'02", a chord bearing and distance of N 56°05'38" W, 394.00 feet, for an arc length of 398.62 feet to a point,

Along a reverse curve to the left, said curve having a radius of 645.00 feet, a central angle of 35°29'46", a chord bearing and distance of N 58°43'00" W, 393.23 feet, for an arc length of 399.59 feet to a point,

N 76°04'44" W, a distance of 16.90 feet to a point,

Along a non-tangent curve to the left, said curve having a radial bearing of S 14°18'24" W, a radius of 25.00 feet, a central angle of 94°34'56", a chord bearing and distance of S 57°00'56" W, 36.74 feet, for an arc length of 41.27 feet to a point,

N 80°16'32" W, a distance of 86.00 feet to a point,

Along a non-tangent curve to the right, said curve having a radial bearing of S 80°16'32" E, a radius of 743.00 feet, a central angle of 02°16'01", a chord bearing and distance of N 10°51'29" E, 29.40 feet, for an arc length of 29.40 feet to a point,

Along a reverse curve to the left, said curve having a radius of 25.00 feet, a central angle of 81°27'52", a chord bearing and distance of N 28°44'26" W, 32.63 feet, for an arc length of 35.55 feet to a point,

Along a reverse curve to the right, said curve having a radius of 1243.00 feet, a central angle of 09°59'39", a chord bearing and distance of N 64°28'33" W, 216.54 feet, for an arc length of 216.82 feet to a point,

N 59°28'43" W, a distance of 301.98 feet to a point,

Along a tangent curve to the left, said curve having a radius of 1157.00 feet, a central angle of $60^{\circ}52'20''$, a chord bearing and distance of $N 89^{\circ}54'53'' W$, 1172.22 feet, for an arc length of 1229.22 feet to a point,

$S 59^{\circ}38'58'' W$, a distance of 159.38 feet to a point,

Along a tangent curve to the right, said curve having a radius of 743.00 feet, a central angle of $69^{\circ}24'52''$, a chord bearing and distance of $N 85^{\circ}38'37'' W$, 846.10 feet, for an arc length of 900.15 feet to a point,

Along a non-tangent curve to the left, said curve having a radial bearing of $S 39^{\circ}25'35'' W$, a radius of 657.34 feet, a central angle of $22^{\circ}49'21''$, a chord bearing and distance of $N 61^{\circ}59'05'' W$, 260.11 feet, for an arc length of 261.84 feet to a point,

Along a non-tangent curve to the left, said curve having a radial bearing of $S 16^{\circ}36'04'' W$, a radius of 657.00 feet, a central angle of $35^{\circ}14'23''$, a chord bearing and distance of $S 88^{\circ}58'52'' W$, 397.75 feet, for an arc length of 404.09 feet to a point,

Along a reverse curve to the right, said curve having a radius of 743.00 feet, a central angle of $38^{\circ}37'52''$, a chord bearing and distance of $N 89^{\circ}19'24'' W$, 491.52 feet, for an arc length of 500.96 feet to a point, for the northwest corner of a 12.63 acre tract, recorded in Volume 11584, Page 2037 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: $S 30^{\circ}39'46'' W$, along and with the west line of said 12.6 acre tract, and the west line of a 202.0 acre tract recorded in Volume 11584, Page 2037 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 3898.67 feet to a point, on the south line of said 1514.00 acre tract, for the southwest corner of said 202.0 acre tract;

THENCE: $N 89^{\circ}58'03'' W$, along and with the south line of said 1514.00 acre tract, a distance of 2310.84 feet to a point, for the southwest corner of said 1514.00 acre tract;

THENCE: Along and with the west line of said 1514.00 acre tract, the following bearings and distances:

$N 00^{\circ}20'24'' W$, a distance of 3670.67 feet to a point,

N 00°25'53" W, a distance of 1387.74 feet to a point,

N 00°21'31" W, a distance of 2175.00 feet to a point, for the northwest corner of said 1514.00 acre tract;

THENCE: Along and with the north line of said 1514.00 acre tract, the following bearings and distances:

S 89°57'15" E, a distance of 3207.44 feet to a point,

S 89°07'10" E, a distance of 854.39 feet to a point, in the west line of a 128.98 acre tract recorded in Volume 10957, Pages 1411-1417 of the Official Public Records of Real Property of Bexar County, Texas

THENCE: S 00°15'41" W, along and with the west line of said 128.98 acre tract, and the west line of a 5.198 acre tract, recorded in Volume 12254, Pages 1049-1052 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 993.33 feet to a point;

THENCE: S 89°42'16" E, along and with the south line of said 5.198 acre tract, and the south line of a 74.869 acre tract, recorded in Volume 13279, Page 291 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 1282.78 feet to a point, for the northwest corner of Lot 1, Block 1, County Block 4349, of the TRTF-DSA-I subdivision recorded in Volume 9523, Page 86 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Along and with the west, south and east lines of said Lot 1, the following bearings and distances:

S 00°44'15" E, a distance of 34.90 feet to a point,

S 44°42'17" E, a distance of 48.94 feet to a point,

Along a non-tangent curve to the right, said curve having a radial bearing of N 82°07'42" W, a radius of 276.50 feet, a central angle of 31°44'20", a chord bearing and distance of S 23°44'29" W, 151.22 feet, for an arc length of 153.17 feet to a point,

S 39°22'11" W, a distance of 236.97 feet to a point,

S 03°54'42" E, a distance of 95.78 feet to a point,

S 70°13'28" E, a distance of 216.94 feet to a point,
S 50°56'56" W, a distance of 74.80 feet to a point,
S 10°40'25" W, a distance of 77.94 feet to a point,
S 79°19'35" E, a distance of 20.50 feet to a point,
S 10°40'25" W, a distance of 4.50 feet to a point,
S 79°19'35" E, a distance of 237.92 feet to a point,
S 40°52'51" E, a distance of 32.02 feet to a point,
N 57°02'41" E, a distance of 80.62 feet to a point,
N 57°02'41" E, a distance of 373.67 feet to a point,
N 53°46'36" E, a distance of 228.04 feet to a point,

Along a non-tangent curve to the right, said curve having a radial bearing of S 32°57'19" E, a radius of 793.29 feet, a central angle of 10°12'49", a chord bearing and distance of N 62°09'06" E, 141.22 feet, for an arc length of 141.41 feet to a point,

N 41°09'29" W, a distance of 344.15 feet to a point,

S 89°42'17" E, a distance of 152.00 feet to a point,

N 00°17'43" E, a distance of 49.90 feet to a point, for the northeast corner of said Lot 1, and the south line of a 128.98 acre tract, recorded in Volume 10957, Pages 1411-1416 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Along and with the south line of said 128.98 acre tract, the following bearings and distances:

S 89°42'16" E, a distance of 564.13 feet to a point,

N 88°38'22" E, a distance of 1634.37 feet to a point, for the northwest corner of an 80.79 acre tract recorded in Volume 8818, Pages 1638-1644 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Along and with the west line of said 80.79 acre tract, the following bearings and distances:

S 06°49'32" W, a distance of 862.51 feet to a point,

Along a tangent curve to the left, said curve having a radius of 700.00 feet, a central angle of 33°59'20", a chord bearing and distance of S 10°10'08" E, 409.19 feet, for an arc length of 415.25 feet to a point,

S 27°09'49" E, a distance of 259.72 feet to a point, for the north corner of said 80.79 acre tract;

THENCE: Along and with the west and south lines of said 80.79 acre tract, the following bearings and distances:

S 62°50'09" W, a distance of 42.98 feet to a point,

S 27°09'51" E, a distance of 163.55 feet to a point,

S 25°32'07" E, a distance of 691.82 feet to a point,

S 09°22'20" E, a distance of 938.54 feet to a point,

S 76°57'13" E, a distance of 359.85 feet to a point,

N 70°55'49" E, a distance of 703.55 feet to the POINT OF BEGINNING, and containing 930.95 acres in Bexar County, Texas.

This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and 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: December 2, 2010
JOB NO. 6280-00
DOC. ID. N:\CIVIL\6280-00\6280-00 930.94AC PS FN .doc

