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REDBIRD RANCH PETITION FOR RELEASE FROM CITY OF SAN ANTONIO'S EXTRATERRITORIAL JURISDICTION

This Petition for Release from the City of San Antonio's Extraterritorial Jurisdiction ("Petition") is hereby submitted to the **CITY OF SAN ANTONIO**, a Texas home-rule municipal corporation in Bexar County, Texas (hereinafter referred to as "City") by **RED BIRD LEGACY RANCH, LP**, a Texas limited partnership (hereinafter referred to as "Owner").

RECITALS

WHEREAS, The Owner owns approximately 1,019.6 acres of land generally located at the northwest intersection of the proposed new improvements of State Highway 211 and Potranco Road, which may traverse Bexar and Medina Counties, commonly referred to as "Redbird Ranch" and is more particularly described in **Exhibits "A" and "B"** (the "Property") attached hereto and incorporated herein by reference, all of said Property being located within the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, Owner filed a Master Development Plan ("Redbird MDP" or "MDP") with the City for the Redbird Ranch Subdivision originally in 2005, and subsequent amendments thereto, which the City has deemed to be valid as of the filing of this Petition. However, the Property has not been developed. Said MDP is attached hereto as **Exhibit "C"** and incorporated herein for all purposes; and

WHEREAS, due to the sparsely populated nature of the Property and the that the Property is not contiguous to the City of San Antonio; and the Owner desires the Property to be released from the City's ETJ by ordinance or resolution adopted by the San Antonio City Council until such time as owner chooses to develop the Property; and

WHEREAS, the MDP would be invalidated as a development permit document with the City immediately upon the City's grant of this Petition, but which MDP the City may re-validate if and when the Property becomes part of the City's ETJ again pursuant to the provisions of this Petition; and

WHEREAS, Owner simultaneously requests that, if development is commenced within the Property area, that this Petition shall also serve as a petition to expand the City's ETJ to the entire Property area at such time as the first subdivision or development plat is filed , but no sooner than two (2) years from the effective date of the ordinance or resolution granting this Petition, unless Owner requests such petition for ETJ expansion be considered at an earlier date, and that this Petition shall serve as a request for the City to re-validate the MDP, which validation shall not be unreasonably withheld or delayed; and

WHEREAS, the City finds that due to the sparse population residing in the Property area, should the Property be developed in the future for residential or commercial use, the City would

have an interest and obligation to impose subdivision and development regulations within the Property area to protect the health, safety and welfare of those persons; and

WHEREAS, according to City's West/Southwest Sector Plan and SA Tomorrow Comprehensive Plan, among the goals of the plans are to combat and reduce "urban sprawl," or the uncontrolled expansion of urban and housing areas, as well as promoting reductions in tree removal through implementation of the City's most current tree ordinance; and

WHEREAS, in order for City to plan, control, and regulate more directly by annexation the development of those certain areas of the City ETJ between the Property and the City's western corporate boundary that would otherwise not be accessible for annexation, Owner agrees to support City in coordinating and establishing appropriate and necessary adjacencies between existing Public Improvement Districts ("PIDs") and the Property, which Property will be subject to an agreement with the City that will allow non-contiguous annexation by the City at a future date, thereby creating a connection of such Districts to current City corporate boundaries, which will allow annexation by the City starting with annexation of the Property as described and pursuant to the timelines discussed herein and within related agreements; and

WHEREAS, in recognition of the City's need to provide future emergency services to growth areas within and surrounding the Property, Owner agrees to donate three (3) acres of land out of the Property along the location of the proposed Hwy. 211 right-of-way as shown in **Exhibit "F"**, to the City for use as a fire station, which donation will occur as discussed more fully herein below; and

WHEREAS, Owner has agreed that in recognition of the City's need to fulfill future transportation needs in growth areas that are currently sparsely populated, and in exchange for the City's release of the Property from the ETJ, Owner will donate to Bexar County several tracts of land out of the Property totaling approximately forty-seven (47) acres, as shown in **Exhibit "H"** (the "ROW Donation"), in order for the development and extension of the proposed Highway 211, especially where connecting to existing Potranco Road, as shown in the City's Major Thoroughfare Plan; and

WHEREAS, in addition to the transportation needs fulfilled by the future construction of Highway 211, the future construction of Galm Road, as shown on the City's Major Thoroughfare Plan and as further illustrated in **Exhibit "G"** attached herein, will also improve transportation for residents in the area, and in recognition of this, Owner has agreed through a separate 381 Development Agreement with Medina County to construct that certain portion of Galm Road to be a secondary arterial roadway, as that term is defined in the UDC, which is beyond the standard required for this roadway and which construction will include acquisition of property outside the boundary of the Property; and

WHEREAS, the City finds that the ROW Donation, the commitment to acquire land and construct Galm Road to a higher standard than required, and the financial contribution those actions represent serve a public purpose to allow City to expand future roadways and manage growth in such areas in ways that would otherwise not be possible without Owner's commitment as part of the proposed ETJ release as described herein; and

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WHEREAS, in the event the Property is eventually developed for residential or commercial use, the Petitioner is requesting the City to expand its ETJ to incorporate the Property therein, thereby supporting the public purposes of combating true urban sprawl through adhering to the City’s development standards that promote uniform, controlled, and sustainable growth in a manner that will protect the general health, safety, and welfare and persons residing in and adjacent to the City, and will implement full compliance with the standards of the City’s most current tree ordinance regardless of vested rights that may be relied upon from such ordinance standard, which implementation will ensure appropriate and desired tree canopy post-development; and

WHEREAS, to further promote the public purpose of guarding against uncontrolled development of the Property in the event development commences prior to the effective date of the voluntary petition for the City’s expansion of its ETJ being completed, as a condition of the City’s release of the Property from its ETJ and for the period of time the Property is outside of the City’s ETJ, Owner has executed a Declaration of Covenants, Conditions, and Restrictions (“Declaration”) that imposes the City’s development regulations referenced herein, which regulations go beyond the requirements of the City’s current UDC, to promote responsible urban growth, attached hereto as **Exhibit “D”** and incorporated herein for all purposes, which Declaration will be in effect for that time when the Property is not within the City’s ETJ, only to become effective upon the effective date of the City ordinance or resolution granting this Petition for ETJ release and will be terminated only upon the effective date of the subsequent ordinance or resolution expanding the City’s ETJ to include the entire Property area; and

WHEREAS, Owner will record, within three working days from the effective date of the City’s release of the Property from its ETJ, the Declaration of Covenants, Conditions, and Restrictions in Bexar County and Medina County Real Property Records; and

WHEREAS, Owner will execute a Development Agreement for the Summit at Redbird Ranch (the “Development Agreement”), attached hereto in substantial form as **Exhibit “E”** and incorporated herein for all purposes, which Development Agreement will become effective immediately only if and upon the adoption of the City’s ordinance or resolution expanding its ETJ to include the entire Property area; and

WHEREAS, the provisions of this Petition and the Development Agreement attached hereto apply to the development of the Property for single-family, multi-family and/or commercial developments or projects.

NOW, THEREFORE, based on the foregoing recitals, Owner hereby Petitions the City of San Antonio as follows:

ARTICLE I

1. Petition for Release from ETJ.

- A. Owner hereby petitions the City to release the Property described in Exhibit “A” from the City’s ETJ to be effectuated by ordinance or resolution adopted by the City Council of the City of San Antonio.
- B. Owner herein consents to the City, acting in its sole discretion, releasing the Property from the City’s ETJ and waives all objections and protests to such ETJ release.

2. Declaration of Covenants, Conditions, and Restrictions.

- A. Owner has executed the Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit “D” which Owner wishes to be referenced in the ordinance or resolution adopted by the City Council granting this Petition.
- B. Said Declaration shall not become effective as to the restrictions therein for the Property unless and until the City adopts by ordinance or resolution the release of the Property from the City’s ETJ.
- C. Said Declaration will terminate if the City extends its ETJ to include the Property, said Declaration shall automatically terminate in the event the Property becomes subject to a Development Agreement with the City of San Antonio. This Declaration shall remain in full force and effect for any portion of the Property not subject to said Development.

- 3. Voluntary Petition for City’s Expansion of ETJ.** This Section applies only following the filing of the first subdivision plat of the first phase of single-family residential development within the Property, but no sooner than two (2) years from the effective date of the ordinance or resolution granting the Owner’s Petition to be released from the City’s ETJ, unless Owner requests such petition for ETJ expansion be considered at an earlier date. Owner hereby submits and declares that this Petition shall constitute a voluntary petition by Owner to the City to expand its ETJ to include the entire Property therein by ordinance or resolution, pursuant to any applicable rules or regulations under Chapter 42 of the Texas Local Government Code, which petition for expansion shall be deemed submitted to the City on the effective date of the ordinance or resolution granting this Petition for ETJ release. This Petition also constitutes a request to the City to re-validate the MDP, which MDP will be invalidated as a development permit document with the City upon the City’s grant of this Petition, said re-validation not to be unreasonably withheld or delayed. Owner acknowledges that this Petition does not obligate the City to expand its ETJ to include the Property following the release contemplated in subsection 1, nor an obligation to re-validate the MDP.

4. Development Agreement.

- A. Owner herein agrees to execute the Development Agreement attached hereto in substantial form as **Exhibit “E,”** which will impose those certain development regulations that ensure the Property is developed in a responsible manner and to a degree above that which is required for the Property under the applicable provisions of the UDC as of the date the Property is released from the City’s ETJ.

- B. Pursuant to its terms, the Development Agreement will not become effective unless and until City expands its ETJ to include the Property by ordinance or resolution.
5. **Property Donation.** Owner herein agrees to donate to City a three (3) acre tract of land within the boundaries of the Property (the “Donated Property”), as yet unidentified by metes and bounds, which Donated Property will be located along the proposed Hwy. 211 right-of-way within the general area as shown in **Exhibit “F”**, the exact location to be determined between Owner and City at the time of platting a portion of such right-of-way adjacent to the area shown in Exhibit “F.” During the filing of any plat that will include right-of-way abutting the general area of the Donated Property as shown in Exhibit “F,” Owner agrees to choose the location of the Donated Property, which Donated Property will be conveyed to the City within one-hundred twenty (120) days following the recordation of the subdivision plat designating or dedicating the right-of-way portion of Hwy. 211 as shown in Exhibit “F,” adjacent to the Donated Property.

ARTICLE II
General Provisions

1. **Exhibits.** Any exhibits to this Petition are incorporated herein by reference for all purposes wherever reference is made to the same.
2. **Notice.** The contact information for Owner and Petitioner are provided as follows:

OWNER:

Red Bird Legacy Ranch, LP
Attention: Harry Ben Adams, IV
755 E Mulberry, Suite 600
San Antonio, Texas 78212

With copies to:

Brown & Ortiz, P.C.
Attention: Kenneth W. Brown
112 E. Pecan, Suite 1360
San Antonio, TX 78205

City:

City of San Antonio
Attention: Bridgett White or Director, Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

WHEREFORE, the Owner prays that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting the request to be released from the City's ETJ for the Property described herein.

Signatures on the Following Pages

RESPECTFULLY SUBMITTED this 19 day of NOVEMBER, 2019 by:
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: Steve Cummings
Title: SECRETARY

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this 19th day of November, 2019, by Steve 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, on behalf of said limited partnership.

Date: November 19, 2019

Mary Ann Colonna
Notary Public, State of Texas

My Commission expires: 03.13.2021



EXHIBIT A

FIELD NOTES OF THE PROPERTY

(Property Description)

TRACT 1:

A 988.6 acre tract, or 43,063,959 square foot more or less, tract of land being out of the remainder of a 1518.164 acre tract conveyed to Redbird Ranch, Ltd. in Special Warranty Deed with Vendor's Lien recorded in Volume 6636, Pages 753-760 of the Official Public Records of Real Property of Bexar County, Texas, out of the Lewis Braun Survey No. 34½, Abstract 1277, County Block 4380, the C.C.S.D. & R.G.N.G. RR Survey No. 207, Abstract 887, County Block 4381, the Juana Delgado Survey No. 37½, Abstract 1283, County Block 4374, the R. Carasco Survey No. 101, Abstract 1195, County Block 4376, the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, and the Ed De Montel Survey No. 34¾, Abstract 1264, in Medina and Bexar Counties, Texas. Said 988.6 acre tract being more fully described as follows, with the basis of bearing being the north line of the 1518.164 acre tract as found monumented on the ground, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found 1/2" iron rod with yellow cap marked "Pape-Dawson", on the east right-of-way line of Wurzbach Road, a County Road of Medina County, a nominal 40-foot right-of-way, the northwest corner of a 372.997 acre tract recorded in Volume 11302, Pages 1194-1204 of the Official Public Records of Real Property of Bexar County, Texas, for the southwest corner of the remaining 1518.164 and the southwest corner of this tract;

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 01°31'22" W, a distance of 3354.69 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

N 49°20'14"E, a distance of 1068.41 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of a 20.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006 and an angle point in the west line of this tract,

THENCE: Departing the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract, across the 1518.164 acre tract, with the south, east and north line of the 20.00 acre tract and the west line of this tract the following calls and distances;

S 71°32'20" E, a distance of 976.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of the 20.00 acre tract,

N 02°52'27"E, a distance of 148.47 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northwesterly, with the arc of a 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, 302.14 feet, for a arc length of 302.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northwesterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'48", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

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

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

S 86°05'46"E, a distance of 18.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northeasterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'47", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northeasterly, with the arc of a 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 a arc length of 403.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northeast corner of the 20.00 acre tract,

N 71°32'20"W, a distance of 940.06 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 20.00 acre tract and the northeast corner of a 5.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006,

THENCE: Continuing across the 1518.164 acre tract, with the north and west line of the 5.00 acre tract and the west line of this tract the following calls and distances;

N 68°03'53"W, a distance of 540.98 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 5.00 acre tract,

S 04°07'55"E, a distance of 570.35 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of the 5.00 acre tract and a reentrant corner of this tract,

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 71°32'22" W, a distance of 2166.99 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 54°28'10" W, a distance of 15.97 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 29°44'39" W, a distance of 1751.74 feet to a found 1/2" iron rod;

THENCE: Departing Wurzbach Road, with the west line of the 1518.164 acre tract, the south and east line of a 100 acre tract described in Volume 188, Page 436 of the Medina County Records and a north and west line of this tract;

S 89°59'08" E, a distance of 659.39 feet to a found 1/2" iron rod;

N 04°03'45" W, a distance of 3457.67 feet to a found pk nail, in the south line of a 578.001 acre tract recorded in Volume 11424, Pages 190-200 of the Official Public Records of Real Property of Bexar County, Texas, for the northwest corner of the 1518.164 acre tract, the northeast corner of the 100 acre tract and the northwest corner of this tract;

THENCE: N 80°05'41" E, departing the east line of the 100 acre tract, with the south line of the 578.001 acre tract, the north line of the 1518.164 acre tract and the north line of this tract at a distance of 1567.75 feet passing the northeast corner of Tract 1 and the northwest corner of Parcel 4 and continuing a total distance of 3566.13 to a found 1/2" iron rod, for the proposed centerline of State Highway 211, the northwest corner of a 710.6 acre tract described in Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas, being out of a 2151.203 acre tract conveyed to Corridor Partners Ltd in Volume 10206, Pages 1160 of the Official Public Records of Real Property of Bexar County, Texas, the northeast corner of the 1518.164 acre tract and the northeast corner of this tract;

THENCE: Southerly, departing the south line of the 578.001 acre tract, with the west line of the 710.6 acre tract, with the east line of the 1518.164 acre tract, the east line of Parcel 4, Parcel 3, Parcel 2, Parcel 1 and a remainder of the 1518.164, the proposed center line of State Highway and the east line of this tract the following calls and distances;

S 00°33'13" E, a distance of 38.44 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radius of 5729.58 feet, a central angle of 39°48'49", a chord bearing and distance of S 20°27'37" E, 3901.74 feet, at 2203.87 feet passing the southeast corner of Parcel 4 and the northeast corner of Parcel 3, continuing for a total arc length of 3981.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 40°22'02"E, a distance of 612.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 49°37'59" E, a radius of 11459.16 feet, a central angle of 6°00'05", a chord bearing and distance of S 43°22'04" E, 1199.75 feet, at 77.19 feet passing the southeast corner of Parcel 3, the north corner of Parcel 2 and continuing for a total arc length of 1200.30 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 46°22'07"E, at 1481.66 feet passing the southeast corner of Parcel 2, the northeast corner of Parcel 1, at 2667.33 feet passing the southeast corner of Parcel 1 and continuing for a total distance of 3863.11 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", in the east line of the remaining of 1518.164 acre tract, at the beginning of a curve to the right;

Southeasterly, with the arc of a curve to the right, said curve having a radius of 5728.89 feet, a central angle of 6°16'47", a chord bearing and distance of S 43°13'43" E, 627.58 feet, an arc length of 627.90 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", for a east corner of a 345.688 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas, a southeast corner of the remaining 1518.164 acre tract and the southeast corner of this tract;

THENCE:

Departing the proposed centerline of State Highway 211, with the south line of the remaining 1518.164 acre tract, the east and north line of the 345.688 acre tract and the south line of this tract the following calls and distances;

N 47°59'15"W, a distance of 734.49 feet to a found Texas Department of Transportation monument with a brass plate;

N 57°34'47"W, a distance of 745.00 feet to a found Texas Department of Transportation monument with a brass plate;

N 46°22'11"W, a distance of 205.07 feet to a found Texas Department of Transportation monument with a brass plate;

N 54°59'08"W, a distance of 154.10 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", in the south line of Parcel 1 and a west line of the 345.688 acre tract;

THENCE: S 41°13'55"W, with a south line of Parcel 1, a northwest line of the 345.688 acre tract and the south line of this tract at a distance of 2382.39 feet passing the southwest corner of Parcel 1, the southeast corner of Tract 1, at a distance of 2558.42 feet passing the northwest corner of the 345.688 acre tract, the northeast corner of a 81.135 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas and continuing for a total distance of 2633.18 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

THENCE: With the north line of the 81.135 acre tract, the south line of said Tract 1, the south line of the 1518.164 remainder and the south line of this tract the following calls and distances;

Northwesterly, with the arc of a curve to the left, said curve having a radial bearing of S 36°36'02" W, a radius of 800.00 feet, a central angle of 33°19'35", a chord bearing and distance of N 70°03'45" W, 458.79 feet, an arc length of 465.32 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 86°43'33"W, a distance of 427.23 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right;

Northwesterly, with the arc of a curve to the right, said curve having a radius of 1500.00 feet, a central angle of 19°52'47", a chord bearing and distance of N 76°47'09" W, 517.84 feet, an arc length of 520.45 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 09°49'40"W, a distance of 1065.90 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 68°47'52"W, at a distance of 543.72 feet passing the west corner of the 81.135 acre tract, the north corner of the 372.997 acre tract, continuing for a total distance of 1303.36 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 60°52'46"W, with the south line of Tract 1, the north line of the 372.997 acre tract, the south line of the remaining 1518.164 acre tract and the south line of this tract a distance of 1389.68 feet to the POINT OF BEGINNING and containing 988.6 acres in Bexar and Medina Counties, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: July 25, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-1,014 ACRE TRACT.doc

TRACT 2:

A 31.00 acre, or 1,350,469 square feet more or less, tract of land being out of that remainder 500 acre tract recorded in Volume 8377, Pages 1801-1807 of the Official Public Records of Real Property of Bexar County, Texas, out of the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the I. Rodriguez, Survey No. 300 1/8, Abstract 655, County Block 4370, the Jose Musquiz, Survey No. 300 3/4, Abstract 1149, County Block 4368, the J.P. Talamantez Survey No. 300 1/5", Abstract 1030, County Block 4369, and the S. Musquez Survey No. 300 1/6, Abstract 1084, County Block 4371, all in Bexar County, Texas. Said 31.00 acre tract being more fully described as follows, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found Texas Department of Transportation aluminum disk, the north end of the intersection of the north right-of-way line of Potranco Road (F.M. Highway 1957, a variable width right-of-way, with the west line of the proposed Highway 211, a proposed minimum 400-foot right-of-way, a southeast corner of a 173.562 acre tract surveyed by Pape-Dawson Engineers on April 12, 2004, Job No. 9277-04;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211 and the east line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 01°22'23"W, a distance of 817.00 feet to a found Texas Department of Transportation aluminum disk;

N 08°05'21"E, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 01°22'23"W, a distance of 62.01 feet to a found Texas Department of Transportation aluminum disk;

N 03°03'47"W, a distance of 326.14 feet to a found Texas Department of Transportation aluminum disk;

N 06°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 09°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 12°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 15°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 18°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 21°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 24°11'44"W, a distance of 211.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of the 173.562 acre tract, the southeast corner of a 345.688 acre tract described in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE:

Northwesterly, with the west right-of-way line of the proposed Highway 211, the east line of the 345.688 acre tract, crossing the 500 acre tract, the following calls and distances:

N 24°11'30"W, a distance of 66.63 feet to a found Texas Department of Transportation aluminum disk;

N 25°38'03"W, a distance of 1111.50 feet to a found Texas Department of Transportation aluminum disk;

N 35°05'48"W, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 25°34'44"W, a distance of 210.00 feet to a found Texas Department of Transportation aluminum disk;

N 77°42'58"W, a distance of 174.12 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 25°38'03"W, a distance of 86.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 26°26'51"E, a distance of 174.12 feet to a found Texas Department of Transportation aluminum disk;

N 05°26'54"W, a distance of 723.89 feet to a found PK nail, the northeast corner of the 500 acre tract, on the west line of the 710.6 acre tract described in

Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Southeasterly, with the east line of the 500 acre tract, the west line of the 710.6 acre tract, crossing the proposed Highway 211, the following calls and distances

S 25°38'03"E, a distance of 2600.88 feet to a found 60d nail, the beginning of curve to the right;

Southeasterly, along the arc of a curve to the right, said curve having a radius of 5729.58 feet, a central angle of 24°15'54", a chord bearing and distance of S 13°30'06" E, 2408.41 feet, a distance of 2426.50 feet to a found 60d nail;

S 01°22'09"E, a distance of 1324.23 feet to a found ½" iron rod, on the north right-of-way line of Potranco Road;

THENCE: S 88°37'45"W, with the north right-of-way line of Potranco Road, a distance of 1069.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a southeast corner of the 173.562 acre tract;

THENCE: With the south line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 82°54'59"E, a distance of 201.01 feet to a found Texas Department of Transportation aluminum disk;

N 88°37'37"E, a distance of 500.00 feet to a found Texas Department of Transportation aluminum disk;

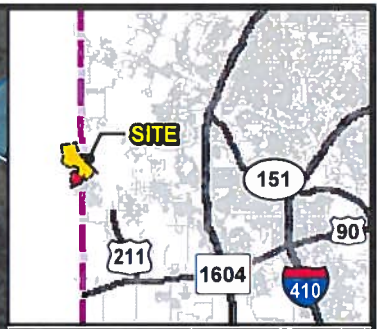
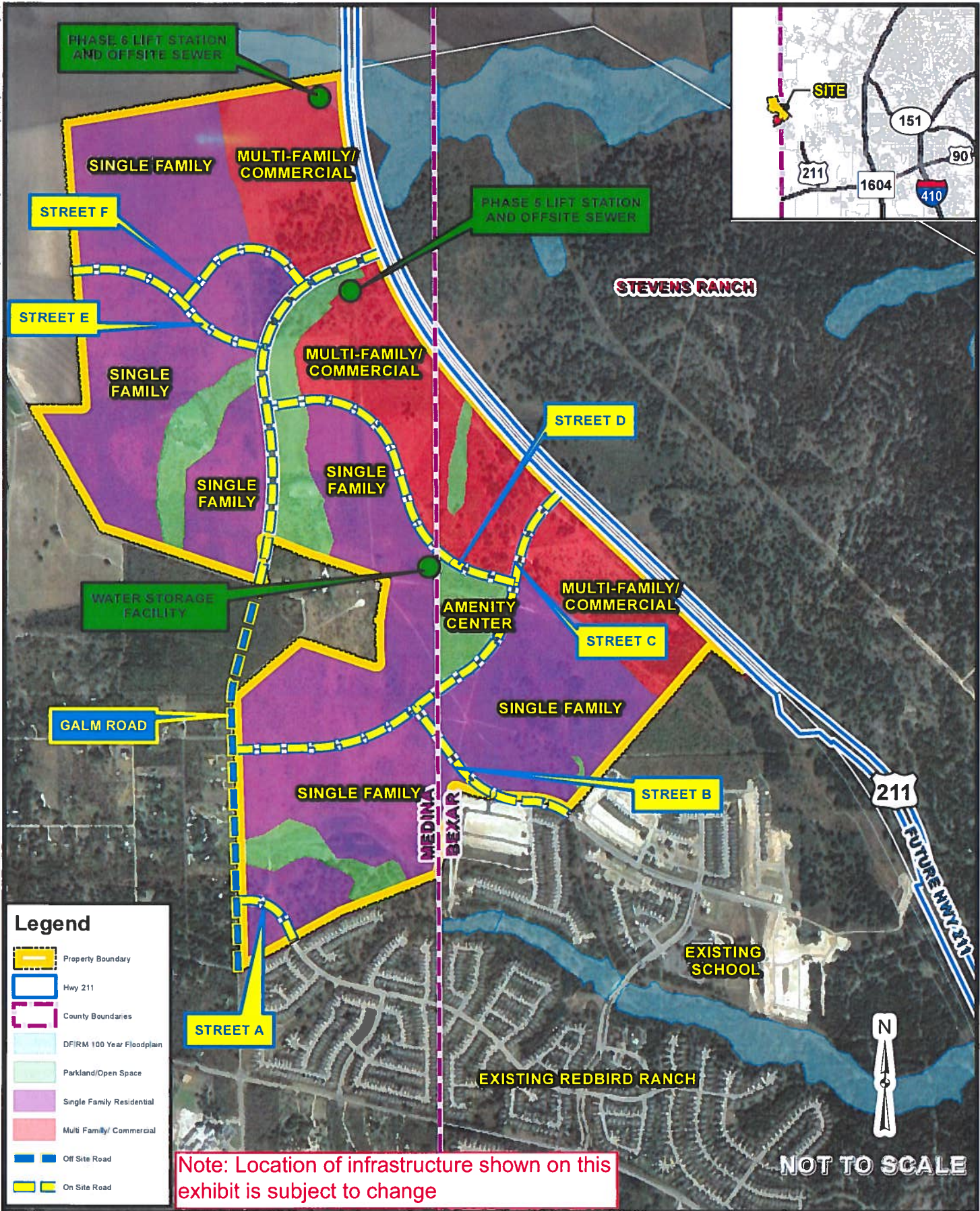
N 42°23'05"E, a distance of 173.51 feet to the POINT OF BEGINNING and containing 31.00 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: August 4, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-31 ACRE TRACT.doc

EXHIBIT B

MAP OF THE PROPERTY

AERIAL IMAGERY PROVIDED BY GOOGLE EARTH UNLESS OTHERWISE NOTED. Imagery ©2013. CAIPCCO Digital Globe. Texas Observatory Program, USDA Farm Service Agency.



Legend

- Property Boundary
- Hwy 211
- County Boundaries
- DFIRM 100 Year Floodplain
- Parkland/Open Space
- Single Family Residential
- Multi Family/ Commercial
- Off Site Road
- On Site Road

Note: Location of infrastructure shown on this exhibit is subject to change

N
NOT TO SCALE

JOB NO.	6909-13	
DATE	Feb 2019	
DESIGNER	TD	
CHECKED	TD	DRAWN EP
SHEET	1	

REDBIRD RANCH

DEVELOPMENT PLAN

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 #10028800

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

EXHIBIT C

MASTER DEVELOPMENT PLAN

EXHIBIT D

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

**THE SUMMIT AT REDBIRD RANCH
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION, made as of the date hereinafter set forth by Red Bird Legacy Ranch, LP, a Texas limited partnership ("DECLARANT") and shall only become effective upon those conditions as stated herein.

W I T N E S S E T H:

WHEREAS, the DECLARANT owns approximately 1,019.6 acres of land generally located at the northwest intersection of the proposed new improvements of State Highway 211 and Potranco Road, which may traverse Bexar and Medina Counties, commonly referred to as "Redbird Ranch" and is more particularly described in **Exhibits "A" and "B"** (the "Property") attached hereto and incorporated herein by reference, ; and

WHEREAS, DECLARANT intends to develop or cause to be developed the Property for a master-planned, mixed-use community; and

WHEREAS, in order to provide for the development of the Property in a manner that promotes uniform, controlled, and sustainable growth and protects the general health, safety, and welfare of persons residing in Redbird Ranch; and

WHEREAS, the DECLARANT wishes to encumber the Property with certain development standards; and

NOW, THEREFORE, DECLARANT hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which shall run with the Property and be binding upon all parties having right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property, and to the City of San Antonio, Bexar County, Texas

**ARTICLE I
GENERAL**

Section 1. Definitions. The following words, when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- a. "Project" shall mean and refer to the proposed mixed-use project proposed for the

Property and more specifically described in the Master Development Plan (“MDP”) for the Property, attached hereto as **Exhibit “C”** and incorporated herein for all purposes.

b. “Property” shall refer to the Property as described above and referenced in Exhibits “A” and “B”.

c. “UDC” shall refer to the City’s Unified Development Code, Chapter 35 of the City Code of San Antonio.

ARTICLE II DEVELOPMENT RESTRICTIONS

DECLARANT agrees herein to the following development regulations and restrictions:

Section 1. Major Thoroughfare: The Owner will design/construct (or cause to be designed/constructed) Onsite Galm Road (and Offsite Galm Road, only if required by Medina County), as a Secondary Arterial Type A right-of-way, in its general location as shown on the City’s Major Thoroughfare Plan (“MTP”) and existing MDP (and any subsequent MDP amendments thereto or any subsequent MTP amendments). Such major thoroughfare will be constructed in conjunction with the development of the property adjacent to such thoroughfare. Also, subject to alignment changes, the Owner will design/construct, or cause the design/construction of, the Onsite collector roadways in their general location and configuration as shown on the existing MDP. The Owner reserves the right to re-configure, or cause the reconfiguration of, the Onsite collector roadway alignments as required to develop the Property. All major thoroughfare development will be consistent with the City of San Antonio’s Major Thoroughfare Plan at the time of development.

Section 2. Pedestrian Facilities: All major thoroughfares, collector streets, and arterial streets within the Property are to be designed/constructed with pedestrian facilities (e.g. bike lanes, multi-use paths, large-width sidewalks).in accordance with the standards of the UDC, as they exist as of this Declaration’s execution.

Section 3. 2010 Tree Ordinance: The requirements of the City’s 2010 Tree Ordinance will apply to the development of the Property.

Section 4. 2018 Military Lighting Overlay District Standards: The requirements of the City’s 2018 “MLOD-2” Military Lighting Overlay District standards will apply to the development of the Property.

Section 5. Connectivity: Single-family subdivisions, with more than 125 lots, developed within the Property, are to be developed with a connectivity ratio of at least 1:3.

Section 6. Affordable Single-Family Housing Goal: The DECLARANT will strive to provide (or cause the provision of) at least 10% of the total single-family homes, constructed within the Property, for sale at a price that is affordable for those whose income is within 80%-120% of

the Average Median Income (AMI) for a household size of 4. While this is a stated goal, failure of the DECLARANT to meet such goal shall not constitute grounds for invalidation of this Declaration.

Section 7. ETJ Regulations: Except as otherwise provided herein, DECLARANT agrees to comply with all municipal rules, regulations, orders, ordinances and other local laws applicable to properties within the City’s ETJ, during all phases of development and construction of the Property during the term of this Declaration.

**ARTICLE III
ENFORCEMENT**

Section 1. Requested Termination or Amendment. The Development Restrictions contained in Article II herein shall be a restrictive covenant running with the land and shall be binding on all future owners, heirs, successors, administrators, assigns, lessees, or other occupiers and users of the Property. This Declaration may only be terminated or amended by an express, written agreement between the then current owners of the Property, or portion thereof, and the City set forth in a duly authorized, notarized and recorded instrument. This Declaration may also be terminated automatically pursuant to Article V, Section 5 herein.

Section 2. Enforcement. This Declaration may be enforced by the City with respect to all or any part of the Property in an action at law or equity against any person violating or attempting to violate the restrictions contained herein. Any forbearance on the part of the City with respect to all or any part of the Property to exercise these rights in the event of a violation shall not be deemed or construed to be a waiver of rights under this Declaration in the event of any failure to comply with the above restrictions. No provision of this Declaration is intended to or shall create any rights with respect to the subject matter of the Declaration in any third party.

**ARTICLE IV
NOTICE**

Section 1. ETJ Expansion. The following language shall be included in each deed or lease of any real property located within the Property, or by separate document referencing such deed or lease, each of which shall be recorded, which is executed after the Effective Date of this Declaration:

"This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for expansion of the City’s ETJ to include the Property referenced therein and provided for in Article I, Section 3 of the Redbird Ranch Petition for Release from City of San Antonio’s Extraterritorial Jurisdiction (the “Petition”), submitted to the City on _____, 2019, for the Property and recorded in the deed records of Bexar County under Bexar County Document No. _____ and recorded in the deed records of

Medina County under Medina County Document No. _____ which Petition requests, following the filing of the first subdivision or development plat of single-family residential development within the Property, but no sooner than two (2) years from the effective date of the ordinance or resolution granting the DECLARANT’S Petition to be released from the City’s ETJ, unless requested to be sooner by DECLARANT, that the City of San Antonio expand its ETJ to include the Property. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement and may be relied upon by the City as a beneficiary of your consent and agreement.”

**ARTICLE V
GENERAL PROVISIONS**

Section 1. Severability. DECLARANT agrees that invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provision, and all other provisions shall remain in full force and effect.

Section 2. Headings. The headings and other captions contained in this Declaration are for convenience of reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Declaration.

Section 3. Unintended Omission. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

Section 4. Effective Date. This Declaration shall become effective upon the effective date of the City’s acceptance and adoption by ordinance or resolution of the Petition to release the Property from the City’s ETJ, the “Effective Date.”

Section 5. Term/ Termination. Once effective, this Declaration shall be of perpetual duration unless and until all conditions stated herein for termination have been satisfied. If the City extends its ETJ to include the Property, this Declaration shall automatically terminate in the event the Property becomes subject to a Development Agreement with the City of San Antonio.. This Declaration shall remain in full force and effect for any portion of the Property not subject to said Development Agreement.

[SIGNATURE PAGE(S) TO FOLLOW]

EFFECTIVE as of the date the City's release of the Property from its ETJ, pursuant to the Agreement and Petition, becomes effective.

DECLARANT:

RED BIRD LEGACY RANCH, LP, a Texas limited partnership

By: RED BIRD LEGACY RANCH GP, LLC, a Texas limited liability company, as General Partner

BY: _____

TITLE: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, as _____ for Red Bird Legacy Ranch GP, LLC, general partner of Red Bird Legacy Ranch, LP known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

Notary Public

FORM A

TERMINATION OF DECLARATION

EXHIBIT A

FIELD NOTES OF THE PROPERTY

(Property Description)

TRACT 1:

A 988.6 acre tract, or 43,063,959 square foot more or less, tract of land being out of the remainder of a 1518.164 acre tract conveyed to Redbird Ranch, Ltd. in Special Warranty Deed with Vendor's Lien recorded in Volume 6636, Pages 753-760 of the Official Public Records of Real Property of Bexar County, Texas, out of the Lewis Braun Survey No. 34½, Abstract 1277, County Block 4380, the C.C.S.D. & R.G.N.G. RR Survey No. 207, Abstract 887, County Block 4381, the Juana Delgado Survey No. 37½, Abstract 1283, County Block 4374, the R. Carasco Survey No. 101, Abstract 1195, County Block 4376, the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, and the Ed De Montel Survey No. 34¾, Abstract 1264, in Medina and Bexar Counties, Texas. Said 988.6 acre tract being more fully described as follows, with the basis of bearing being the north line of the 1518.164 acre tract as found monumented on the ground, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found 1/2" iron rod with yellow cap marked "Pape-Dawson", on the east right-of-way line of Wurzbach Road, a County Road of Medina County, a nominal 40-foot right-of-way, the northwest corner of a 372.997 acre tract recorded in Volume 11302, Pages 1194-1204 of the Official Public Records of Real Property of Bexar County, Texas, for the southwest corner of the remaining 1518.164 and the southwest corner of this tract;

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 01°31'22" W, a distance of 3354.69 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

N 49°20'14"E, a distance of 1068.41 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of a 20.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006 and an angle point in the west line of this tract,

THENCE: Departing the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract, across the 1518.164 acre tract, with the south, east and north line of the 20.00 acre tract and the west line of this tract the following calls and distances;

S 71°32'20" E, a distance of 976.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of the 20.00 acre tract,

N 02°52'27"E, a distance of 148.47 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northwesterly, with the arc of a 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, 302.14 feet, for a arc length of 302.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northwesterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'48", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

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

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

S 86°05'46"E, a distance of 18.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northeasterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'47", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northeasterly, with the arc of a 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 a arc length of 403.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northeast corner of the 20.00 acre tract,

N 71°32'20"W, a distance of 940.06 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 20.00 acre tract and the northeast corner of a 5.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006,

THENCE: Continuing across the 1518.164 acre tract, with the north and west line of the 5.00 acre tract and the west line of this tract the following calls and distances;

N 68°03'53"W, a distance of 540.98 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 5.00 acre tract,

S 04°07'55"E, a distance of 570.35 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of the 5.00 acre tract and a reentrant corner of this tract,

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 71°32'22" W, a distance of 2166.99 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 54°28'10" W, a distance of 15.97 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 29°44'39" W, a distance of 1751.74 feet to a found 1/2" iron rod;

THENCE: Departing Wurzbach Road, with the west line of the 1518.164 acre tract, the south and east line of a 100 acre tract described in Volume 188, Page 436 of the Medina County Records and a north and west line of this tract;

S 89°59'08" E, a distance of 659.39 feet to a found 1/2" iron rod;

N 04°03'45" W, a distance of 3457.67 feet to a found pk nail, in the south line of a 578.001 acre tract recorded in Volume 11424, Pages 190-200 of the Official Public Records of Real Property of Bexar County, Texas, for the northwest corner of the 1518.164 acre tract, the northeast corner of the 100 acre tract and the northwest corner of this tract;

THENCE: N 80°05'41" E, departing the east line of the 100 acre tract, with the south line of the 578.001 acre tract, the north line of the 1518.164 acre tract and the north line of this tract at a distance of 1567.75 feet passing the northeast corner of Tract 1 and the northwest corner of Parcel 4 and continuing a total distance of 3566.13 to a found 1/2" iron rod, for the proposed centerline of State Highway 211, the northwest corner of a 710.6 acre tract described in Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas, being out of a 2151.203 acre tract conveyed to Corridor Partners Ltd in Volume 10206, Pages 1160 of the Official Public Records of Real Property of Bexar County, Texas, the northeast corner of the 1518.164 acre tract and the northeast corner of this tract;

THENCE: Southerly, departing the south line of the 578.001 acre tract, with the west line of the 710.6 acre tract, with the east line of the 1518.164 acre tract, the east line of Parcel 4, Parcel 3, Parcel 2, Parcel 1 and a remainder of the 1518.164, the proposed center line of State Highway and the east line of this tract the following calls and distances;

S 00°33'13" E, a distance of 38.44 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radius of 5729.58 feet, a central angle of 39°48'49", a chord bearing and distance of S 20°27'37" E, 3901.74 feet, at 2203.87 feet passing the southeast corner of Parcel 4 and the northeast corner of Parcel 3, continuing for a total arc length of 3981.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 40°22'02"E, a distance of 612.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 49°37'59" E, a radius of 11459.16 feet, a central angle of 6°00'05", a chord bearing and distance of S 43°22'04" E, 1199.75 feet, at 77.19 feet passing the southeast corner of Parcel 3, the north corner of Parcel 2 and continuing for a total arc length of 1200.30 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 46°22'07"E, at 1481.66 feet passing the southeast corner of Parcel 2, the northeast corner of Parcel 1, at 2667.33 feet passing the southeast corner of Parcel 1 and continuing for a total distance of 3863.11 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", in the east line of the remaining of 1518.164 acre tract, at the beginning of a curve to the right;

Southeasterly, with the arc of a curve to the right, said curve having a radius of 5728.89 feet, a central angle of 6°16'47", a chord bearing and distance of S 43°13'43" E, 627.58 feet, an arc length of 627.90 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", for a east corner of a 345.688 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas, a southeast corner of the remaining 1518.164 acre tract and the southeast corner of this tract;

THENCE: Departing the proposed centerline of State Highway 211, with the south line of the remaining 1518.164 acre tract, the east and north line of the 345.688 acre tract and the south line of this tract the following calls and distances;

N 47°59'15"W, a distance of 734.49 feet to a found Texas Department of Transportation monument with a brass plate;

N 57°34'47"W, a distance of 745.00 feet to a found Texas Department of Transportation monument with a brass plate;

N 46°22'11"W, a distance of 205.07 feet to a found Texas Department of Transportation monument with a brass plate;

N 54°59'08"W, a distance of 154.10 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", in the south line of Parcel 1 and a west line of the 345.688 acre tract;

THENCE: S 41°13'55"W, with a south line of Parcel 1, a northwest line of the 345.688 acre tract and the south line of this tract at a distance of 2382.39 feet passing the southwest corner of Parcel 1, the southeast corner of Tract 1, at a distance of 2558.42 feet passing the northwest corner of the 345.688 acre tract, the northeast corner of a 81.135 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas and continuing for a total distance of 2633.18 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

THENCE: With the north line of the 81.135 acre tract, the south line of said Tract 1, the south line of the 1518.164 remainder and the south line of this tract the following calls and distances;

Northwesterly, with the arc of a curve to the left, said curve having a radial bearing of S 36°36'02" W, a radius of 800.00 feet, a central angle of 33°19'35", a chord bearing and distance of N 70°03'45" W, 458.79 feet, an arc length of 465.32 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 86°43'33"W, a distance of 427.23 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right;

Northwesterly, with the arc of a curve to the right, said curve having a radius of 1500.00 feet, a central angle of 19°52'47", a chord bearing and distance of N 76°47'09" W, 517.84 feet, an arc length of 520.45 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 09°49'40"W, a distance of 1065.90 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 68°47'52"W, at a distance of 543.72 feet passing the west corner of the 81.135 acre tract, the north corner of the 372.997 acre tract, continuing for a total distance of 1303.36 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 60°52'46"W, with the south line of Tract 1, the north line of the 372.997 acre tract, the south line of the remaining 1518.164 acre tract and the south line of this tract a distance of 1389.68 feet to the POINT OF BEGINNING and containing 988.6 acres in Bexar and Medina Counties, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: July 25, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-1,014 ACRE TRACT.doc

TRACT 2:

A 31.00 acre, or 1,350,469 square feet more or less, tract of land being out of that remainder 500 acre tract recorded in Volume 8377, Pages 1801-1807 of the Official Public Records of Real Property of Bexar County, Texas, out of the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the I. Rodriguez, Survey No. 300 1/8, Abstract 655, County Block 4370, the Jose Musquiz, Survey No. 300 3/4, Abstract 1149, County Block 4368, the J.P. Talamantez Survey No. 300 1/5", Abstract 1030, County Block 4369, and the S. Musquez Survey No. 300 1/6, Abstract 1084, County Block 4371, all in Bexar County, Texas. Said 31.00 acre tract being more fully described as follows, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found Texas Department of Transportation aluminum disk, the north end of the intersection of the north right-of-way line of Potranco Road (F.M. Highway 1957, a variable width right-of-way, with the west line of the proposed Highway 211, a proposed minimum 400-foot right-of-way, a southeast corner of a 173.562 acre tract surveyed by Pape-Dawson Engineers on April 12, 2004, Job No. 9277-04;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211 and the east line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 01°22'23"W, a distance of 817.00 feet to a found Texas Department of Transportation aluminum disk;

N 08°05'21"E, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 01°22'23"W, a distance of 62.01 feet to a found Texas Department of Transportation aluminum disk;

N 03°03'47"W, a distance of 326.14 feet to a found Texas Department of Transportation aluminum disk;

N 06°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 09°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 12°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 15°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 18°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 21°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 24°11'44"W, a distance of 211.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of the 173.562 acre tract, the southeast corner of a 345.688 acre tract described in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211, the east line of the 345.688 acre tract, crossing the 500 acre tract, the following calls and distances:

N 24°11'30"W, a distance of 66.63 feet to a found Texas Department of Transportation aluminum disk;

N 25°38'03"W, a distance of 1111.50 feet to a found Texas Department of Transportation aluminum disk;

N 35°05'48"W, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 25°34'44"W, a distance of 210.00 feet to a found Texas Department of Transportation aluminum disk;

N 77°42'58"W, a distance of 174.12 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 25°38'03"W, a distance of 86.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 26°26'51"E, a distance of 174.12 feet to a found Texas Department of Transportation aluminum disk;

N 05°26'54"W, a distance of 723.89 feet to a found PK nail, the northeast corner of the 500 acre tract, on the west line of the 710.6 acre tract described in

Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Southeasterly, with the east line of the 500 acre tract, the west line of the 710.6 acre tract, crossing the proposed Highway 211, the following calls and distances

S 25°38'03"E, a distance of 2600.88 feet to a found 60d nail, the beginning of curve to the right;

Southeasterly, along the arc of a curve to the right, said curve having a radius of 5729.58 feet, a central angle of 24°15'54", a chord bearing and distance of S 13°30'06" E, 2408.41 feet, a distance of 2426.50 feet to a found 60d nail;

S 01°22'09"E, a distance of 1324.23 feet to a found ½" iron rod, on the north right-of-way line of Potranco Road;

THENCE: S 88°37'45"W, with the north right-of-way line of Potranco Road, a distance of 1069.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a southeast corner of the 173.562 acre tract;

THENCE: With the south line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 82°54'59"E, a distance of 201.01 feet to a found Texas Department of Transportation aluminum disk;

N 88°37'37"E, a distance of 500.00 feet to a found Texas Department of Transportation aluminum disk;

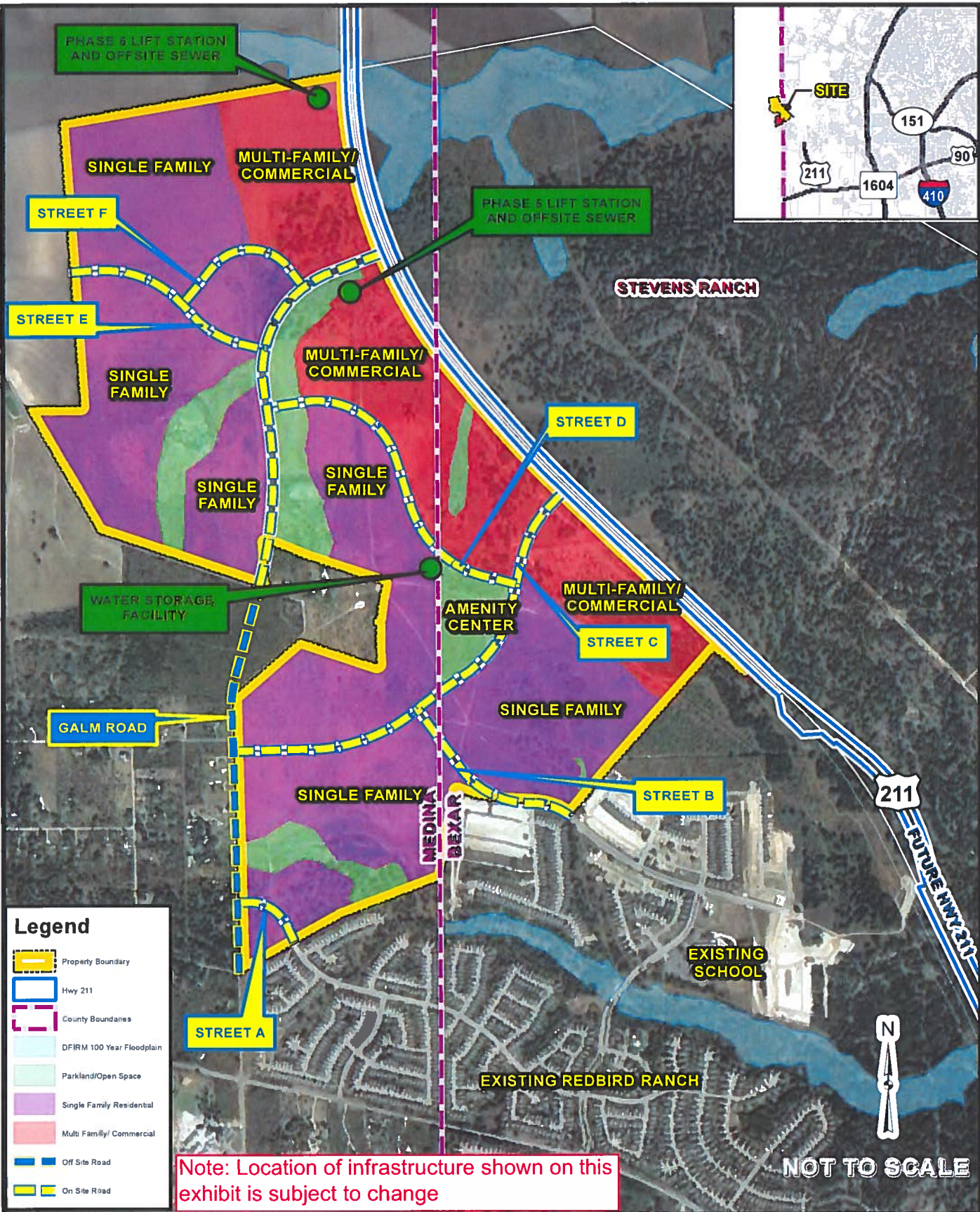
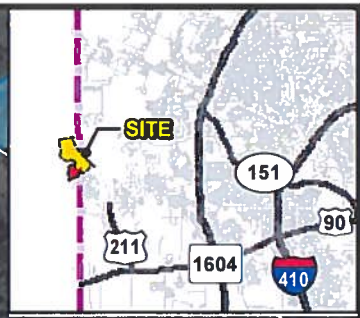
N 42°23'05"E, a distance of 173.51 feet to the POINT OF BEGINNING and containing 31.00 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: August 4, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-31 ACRE TRACT.doc

EXHIBIT B

MAP OF THE PROPERTY

AERIAL IMAGERY PROVIDED BY GOOGLE © UNLESS OTHERWISE NOTED. Imagery © 2013, CAPOOD Digital Globe, Terra Observe/Imagery Program, USDA Farm Service Agency.



Legend

- Property Boundary
- Hwy 211
- County Boundaries
- DFIRM 100 Year Floodplain
- Parkland/Open Space
- Single Family Residential
- Multi Family/ Commercial
- Off Site Road
- On Site Road

Note: Location of infrastructure shown on this exhibit is subject to change

NOT TO SCALE



Date: Feb 18, 2018, 2:26:15 PM User: apassy
File: P:\690913\06 SIGRANGIS\MAP\PID Development Plan-Letter Size.mxd

JOB NO.	6909-13
DATE	Feb 2019
DESIGNER	TD
CHECKED	TD
DRAWN	EP
SHEET	1

REDBIRD RANCH

DEVELOPMENT PLAN

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 #10028800

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

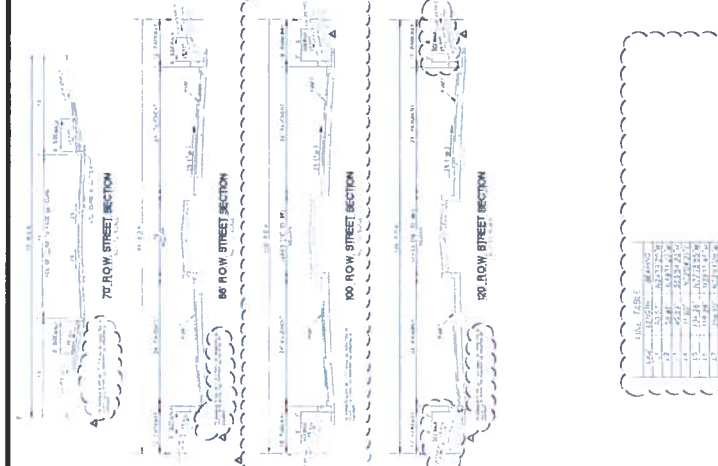
EXHIBIT C

MASTER DEVELOPMENT PLAN

REDBIRD RANCH SUBDIVISION
SAN ANTONIO, TEXAS
MAJOR AMENDMENT
MASTER DEVELOPMENT PLAN #14-00048 (AMENDS MDP #428)

PAPE-DAWSON
ENGINEERS

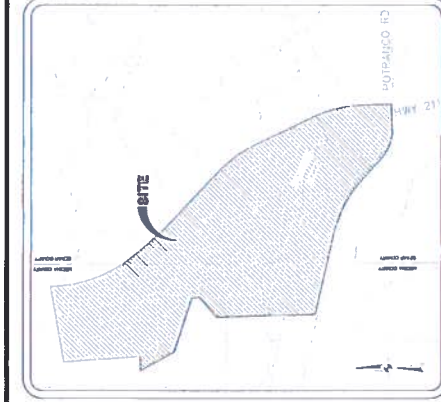
DATE: 04/12/2011
DRAWN: J. DAVIS
CHECKED: J. DAVIS
SCALE: 1" = 500'
SHEET: 1 OF 1



LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)	AREA (ACRES)
1	10,500.00	240.87	0.55
2	10,500.00	240.87	0.55
3	10,500.00	240.87	0.55
4	10,500.00	240.87	0.55
5	10,500.00	240.87	0.55
6	10,500.00	240.87	0.55
7	10,500.00	240.87	0.55
8	10,500.00	240.87	0.55
9	10,500.00	240.87	0.55
10	10,500.00	240.87	0.55
11	10,500.00	240.87	0.55
12	10,500.00	240.87	0.55

LAND USE	AREA (SQ. FT.)	AREA (SQ. YDS.)	AREA (ACRES)
RESIDENTIAL	10,500.00	240.87	0.55
COMMERCIAL	10,500.00	240.87	0.55
INDUSTRIAL	10,500.00	240.87	0.55
OFFICE	10,500.00	240.87	0.55
RETAIL	10,500.00	240.87	0.55

UNIT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)	AREA (ACRES)
1	10,500.00	240.87	0.55
2	10,500.00	240.87	0.55
3	10,500.00	240.87	0.55
4	10,500.00	240.87	0.55
5	10,500.00	240.87	0.55
6	10,500.00	240.87	0.55
7	10,500.00	240.87	0.55
8	10,500.00	240.87	0.55
9	10,500.00	240.87	0.55
10	10,500.00	240.87	0.55
11	10,500.00	240.87	0.55
12	10,500.00	240.87	0.55



LEGEND

- 1. PROPOSED LOT LINES
- 2. EXISTING LOT LINES
- 3. PROPOSED STREETS
- 4. EXISTING STREETS
- 5. PROPOSED UTILITY LINES
- 6. EXISTING UTILITY LINES
- 7. PROPOSED EASEMENTS
- 8. EXISTING EASEMENTS
- 9. PROPOSED ZONING
- 10. EXISTING ZONING

GENERAL NOTES

1. THE PROPOSED LOT LINES ARE LOCATED AS SHOWN ON THIS PLAN.
2. THE PROPOSED LOT LINES ARE SUBJECT TO THE CITY OF SAN ANTONIO'S REVIEW AND APPROVAL.
3. THE PROPOSED LOT LINES ARE SUBJECT TO THE CITY OF SAN ANTONIO'S REVIEW AND APPROVAL.
4. THE PROPOSED LOT LINES ARE SUBJECT TO THE CITY OF SAN ANTONIO'S REVIEW AND APPROVAL.

REDBIRD RANCH SUBDIVISION

PAPE-DAWSON ENGINEERS
SAN ANTONIO, TEXAS 78222
PHONE (817) 485-2000
FAX (817) 485-2000

DEVELOPER: LEGACY PARTNERS, L.P.
A TEXAS LIMITED PARTNERSHIP
BY CHITRA TEXAS, INC.
A DELAWARE CORPORATION
20 N LOOP WEALE BAYE RD
SAN ANTONIO, TEXAS 78222
PHONE (817) 485-2000
FAX (817) 485-2000

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SAN ANTONIO, TEXAS 78222
PHONE (817) 485-2000
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EXHIBIT E
DEVELOPMENT AGREEMENT

**THE SUMMIT AT REDBIRD RANCH
DEVELOPMENT AGREEMENT**

This Development Agreement (“Development Agreement”) is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation within Bexar County, Texas (hereinafter, referred to as “City”), and **Red Bird Legacy Ranch, LP**, a Texas limited partnership (hereinafter, referred to as “Owner”) to be effective on _____, 20__ (the “Effective Date”). The City and Owner, collectively, hereinafter, referred to as “Parties” or in the singular as “Party.”

RECITALS

WHEREAS, the Owner owns approximately 1,019.6 acres of land generally located at the northwest intersection of the proposed new improvements of State Highway 211 and Potranco Road, which may traverse Bexar and Medina Counties, commonly referred to as “Redbird Ranch” and is more particularly described by metes and bounds in **Exhibit “A”** and shown in **Exhibit “B”** (the “Property”) attached hereto and incorporated herein by reference, all of said Property being located within the extraterritorial jurisdiction (“ETJ”) of the City as of the Effective Date; and

WHEREAS, the Parties acknowledge that the map and Master Development Plan exhibits attached to this Development Agreement are preliminary in nature and are subject to change as planning for the Project develops; and

WHEREAS, Owner intends to develop or cause to be developed the Property for a master-planned, mixed-use community; and

WHEREAS, in order to provide for the development of the Property in a manner that promotes uniform, controlled, and sustainable growth and protects the general health, safety, and welfare of persons residing in and adjacent to the City, the Parties agree that the development of the Property can best proceed pursuant to a development agreement pursuant to Chapter 212 of the Texas Local Government Code (“Development Agreement” or “Agreement”); and

WHEREAS, Owner submitted a petition to the City on _____, 2019, for the release of the Property from the City’s ETJ (the “Petition”), which the City granted by written ordinance or resolution _____ on _____, 2019; and

WHEREAS, the Parties intend that this Development Agreement become effective only in the event that the City at its sole discretion and by written ordinance or resolution expands its ETJ to include the Property, and to reflect that in consideration of Owner’s agreement to abide by and comply with the terms of this Development Agreement, City agrees to continue the Property’s ETJ status as described in more detail in the terms of this Development Agreement; and

EXHIBIT E
DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT**

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WHEREAS, Owner submitted a petition to the City on _____, 2019, for the release of the Property from the City’s ETJ (the “Petition”), which the City granted by written ordinance or resolution _____ on _____, 2019; and

WHEREAS, the Parties intend that this Development Agreement become effective only in the event that the City at its sole discretion and by written ordinance or resolution expands its ETJ to include the Property, and to reflect that in consideration of Owner’s agreement to abide by and comply with the terms of this Development Agreement, City agrees to continue the Property’s ETJ status as described in more detail in the terms of this Development Agreement; and

WHEREAS, in the event that the Property is subject to Section 43.0751 of the Texas Local Government Code for purposes of entering into an agreement, it is the Parties' intent that the City enter into a Strategic Partnership Agreement with an eligible entity pursuant to said Code Section, which will govern terms of both limited and full purpose annexation as well as sales and use tax to be imposed by City, a percentage of which will be shared according to the terms of the applicable Strategic Partnership Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. DEFINITIONS

1.1 The terms "City," "Property," "Effective Date," "ETJ," and "Owner" have the meanings set forth above.

1.2 "Development Agreement" shall mean this development agreement executed by the Parties, along with all exhibits attached hereto, which may be amended from time to time pursuant to the provisions contained herein.

1.3 "Code" shall mean the Texas Local Government Code, as may be amended from time to time.

1.4 "Director" shall mean the Director of the Department of Planning for the City.

1.5 "Master Development Plan" ("MDP" or "MDP(s)") shall mean the proposed plan(s) of development for any portion of the Property as approved by the City in accordance with the Unified Development Code and Section 3.2 of this Development Agreement.

1.6 "Project" shall have the meaning specified in Section 3.1 of this Development Agreement.

1.7 "Offsite" shall mean any public improvements and infrastructure for the Property not considered Onsite, which may be designed and/or constructed (or caused to be designed and/or constructed) in conjunction with the development of the property adjacent to such Onsite (as hereinafter defined) public improvements and infrastructure, as further illustrated on **Exhibit "B"** and as amended and necessary to support the MDP(s) and revisions thereto per Section 3.2.

1.8 "Onsite" shall mean those certain public improvements and infrastructure within both the boundaries of the Property and the MDP(s) for the Property (and any subsequent MDP amendments thereto in accordance with Section 3.2), which may be designed and/or constructed (or caused to be designed and/or constructed) in conjunction with the development of the property adjacent to such Onsite public improvements and infrastructure, as further illustrated on **Exhibit**

“B.”

1.9 “Owner” shall have the meaning specified above and include any heirs, successors and assigns.

1.10 “Unified Development Code” (“UDC”) shall mean Chapter 35 of the City’s Code of Ordinances.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

II. REPRESENTATIONS

2.1 The recitals set forth hereinabove are included here as if set out in full and are part of the conditions of this Development Agreement and binding on Parties.

2.2 Owner represents to City that it is the owner of the Property and has the legal capacity and authority to enter into this Development Agreement and to perform the requirements of this Development Agreement.

III. THE PROJECT

3.1 Project. The Project consists of certain proposed public improvements and infrastructure for the development of a mixed-use community, including, but not limited to, the Onsite and Offsite public infrastructure for the Property, as further illustrated on **Exhibit “B”**, and as amended and necessary to support the MDP(s) and revisions thereto pursuant to Section 3.2 below.

3.2 The MDP(s) for the Property (or any portion thereof) may be amended from time to time through the process outlined in the City’s UDC.

IV. DEVELOPMENT STANDARDS

4.1 The Owner agrees to impose certain development standards on the Property as follows:

- A. Major Thoroughfare: As per the City’s UDC, and subject to the provisions herein, the Owner may design/construct (or cause to be designed/constructed) Onsite Galm Road (and Offsite Galm Road, only if required by the City’s UDC and/or Medina County), as a Secondary Arterial

Type A right-of-way, in its general location as shown on the City’s Major Thoroughfare Plan (“MTP”) and existing MDP (and any subsequent MDP amendments thereto in accordance with Section 3.2 and/or any subsequent MTP amendments); the existing MDP for the Property is attached hereto as **Exhibit “C”** and incorporated herein for all purposes. Such major thoroughfare may be constructed in conjunction with the development of the property adjacent to such thoroughfare. Also, subject to alignment changes, the Owner may design/construct, or cause the design/construction of, the Onsite collector roadways in their general location and configuration as shown on the existing MDP attached hereto as **Exhibit “C.”** The Owner reserves the right to re-configure, or cause the reconfiguration of, the Onsite collector roadway alignments as required to develop the Property, which will be administered through an MDP amendment(s) in accordance with Section 3.2 and/or through the City’s process for amending the MTP, as applicable.

- B. Pedestrian Facilities: All major thoroughfares, collector streets, and arterial streets within the 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 as of the effective date of the ordinance or resolution releasing the Property from the City’s ETJ.
- C. 2010 Tree Ordinance: The requirements of the City’s 2010 Tree Ordinance will apply to the development of the Property, notwithstanding any right for the Property to be developed under previous versions of the City’s Tree Ordinance.
- D. 2018 Military Lighting Overlay District Standards: The requirements of the City’s 2018 “MLOD-2” Military Lighting Overlay District standards will apply to the development of the Property.
- E. Connectivity: Single-family subdivisions, with more than 125 lots, developed within the Property, are to be developed with a connectivity ratio of at least 1:3.
- F. Affordable Single-Family Housing Goal: The Owner will strive to provide (or cause the provision of) at least 10% of the total single-family homes, constructed within the Property, for sale at a price that is affordable for those whose income is within 80%-120% of the Average Median Income (AMI)

for a household size of 4. While this is a stated goal, failure of the Owner to meet such goal shall not constitute grounds for “Default” (as defined herein) of this Development Agreement.

- G. ETJ Regulations: Except as otherwise provided herein, Owner agrees to comply with all municipal rules, regulations, orders, ordinances and other local laws applicable to properties within the City’s ETJ, during all phases of development and construction of the Property during the term of this Development Agreement.
- H. Chapter 245 Permit: Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that, in accordance with Section 212.172(g) of the Texas Local Government Code, this Development Agreement constitutes a permit under Chapter 245 of the Texas Local Government Code.

V. CONSIDERATION

5.1 Non-annexation. The Parties agree that in exchange for Owner's agreement to comply with the terms of this Development Agreement for the entire term of the Development Agreement, City will continue the ETJ status of the Property and defer annexation of the Property for the term of this Development Agreement, except as provided for in any applicable Strategic Partnership Agreement entered into by the City that concerns the Property.

5.2 Nothing in this section shall constitute a requirement that the City annex the Property at the end of the term of this agreement. City retains the right to determine in its sole discretion whether to annex the Property.

5.3 Strategic Partnership Agreement:

- A. Notice to Purchasers; Notice of Annexation. the Owner shall file a notice in the Real Property Records of the county or counties the Property is located in, stating that the City may annex the Property in accordance with the procedures provided by state law and as further described in the form of such notice attached hereto as **Exhibit “D”** and incorporated herein for all purposes.
- B. Subject to additional negotiations and in the event that the Property is subject to Section 43.0751 of the Texas Local Government Code for purposes of entering into an agreement with the City, Owner shall use its

best efforts to obtain the execution and adoption of a Strategic Partnership Agreement (“SPA”) pursuant to the above Code Section and in connection with the Property in substantially the form attached hereto as **Exhibit “E,”** within one-hundred and eighty (180) calendar days after the Effective Date of this Development Agreement, if such SPA has not already been executed prior to the Effective Date of this Development Agreement. Said SPA(s) shall operate to govern terms of both limited and full purpose annexation as well as sales and use tax to be imposed by City, a percentage of which will be shared according to the terms of the applicable Strategic Partnership Agreement. The City’s consent to the SPA shall be conditioned upon the obligation that the debt obligations of an entity connected with the Property and its infrastructure development shall never be an obligation of the City or a CCN holder. Additionally, the City’s consent to the SPA shall be conditioned upon new debt being issued not later than twenty-five (25) years after the execution of the applicable SPA unless such term limit is amended by written mutual agreement of the Parties.

5.4 Voluntary petition for annexation. This Section 5.4 applies only (i) at the end of the term for expiration of this Development Agreement and (ii) if no SPA covers all or a part of the Property and the City opts to annex any portion of the proposed Property. This Section 5.4 shall not apply to any portion of the Property which is encumbered by an SPA and no voluntary petition for annexation shall extend to such Property so long as an SPA exists for such property.

- A. The Parties agree that this Development Agreement constitutes a voluntary petition by Owner to the City for annexation of the Property for full purposes under the provisions of Subchapter C-3 of Chapter 43 of the Code which shall be deemed submitted to the City on the Effective Date of this Development Agreement. Subject to Section 5.2 above, the City may exercise its right to annex the Property or any portion thereof (the "Annexation Area") in its sole discretion at the end of the term of this Development Agreement. The Parties further agree that this Development Agreement does not obligate the City to annex the Property for limited or full purposes at any time. Notwithstanding any provision herein to the contrary, if the Annexation Area is not covered by a SPA, if the City decides to annex, the City shall annex the Annexation Area in accordance with the applicable laws for such annexation of property.
- B. Owner agrees that this voluntary petition may not be revoked and is intended to be and shall be binding upon the Owner as well as his successors and assigns in ownership of any right, title or interest in and to the Property or any part thereof.

- C. Waiver. To the extent authorized by state and local laws, the Parties agree that the City is only obligated to perform those tasks set forth in Subchapter C-3 of Chapter 43 of the Code that are required when annexing property under that subchapter. Owner agrees that the Owner shall not oppose any lawful and proper action taken by the City to annex the Annexation Area under the terms of this Development Agreement or under the terms of Subchapter C-3 of Chapter 43 of the Code.
- D. All covenants, agreements and terms contained herein obligating Owner shall run with the land and shall hereafter bind his successors and assigns and all future owners of properties located within the Property contained therein, including all parts of the Annexation Area.
- E. If City annexes pursuant to this Section 5.4, then the Agreement Regarding Services attached hereto as Exhibit F, and incorporated herein for all purposes, shall apply and be binding upon the City and shall not be amended, modified or otherwise revised without the written agreement of the owner of the effected property, and the City's compliance and ratification of the terms of such Agreement Regarding Services shall be a prerequisite to the annexation of the Annexation Area.

5.5 The following language shall be included in each deed or lease of any real property located within the Property, or alternately, by separate document referencing such deed or lease, each of which shall be recorded, which is executed after the Effective Date of this Development Agreement:

"This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 5.4 of the Development Agreement, executed on _____ 201__, and recorded in the deed records of Bexar County under Bexar County Document No. _____ and recorded in the deed records of Medina County under Medina County Document No. _____ which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein and subject to any applicable Strategic Partnership Agreement covering the such property. Acceptance of this conveyance or lease, as applicable, shall evidence your consent and agreement to such annexation by the City and may be relied upon by the City as a beneficiary of your consent and agreement.

Further, this (conveyance or lease, as applicable) is made and accepted subject to the development rules, regulations and ordinances of the City of San Antonio applicable to

properties in the City's extraterritorial jurisdiction as described in the development agreement and subject to any applicable laws governing such. Acceptance of this conveyance or lease, as applicable, shall evidence consent and agreement to such developmental standards rules and regulations which may be relied upon by the City as a beneficiary of your consent and agreement."

VI. DEFAULT

6.1 Subject to Sections 6.2 and 6.3 below, a Party shall be declared in "Default" if a material breach occurs of any covenant, obligation, or provision of this Development Agreement.

6.2 Notwithstanding any provision herein to the contrary, no Party shall be declared in Default, under this Development Agreement, until written notice of an alleged default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the alleged default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the alleged default (the "Cure Period"). Additionally, no Party shall be declared in Default, under this Development Agreement, if, within the Cure Period, the defaulting Party has commenced in a commercially reasonable manner to remove or cure such alleged default and proceeds with reasonable due diligence to completely remove or cure such alleged default, provided that, the defaulting Party shall provide the non-defaulting Party a written timeline for removing or curing such alleged default and the Parties shall thereafter enter into a written agreement extending the Cure Period to a timeframe consistent with such timeline; such written agreement shall be subject to the administrative approval of the City Manager's designee and shall not be unreasonably withheld, conditioned, or delayed by either Party. The Cure Period may be additionally extended by written agreement of the Parties, which agreement shall be subject to approval of the City Council.

6.3 The duties of a Party to observe or perform any of the provisions of this Development Agreement, on its part to be performed or observed, shall be excused for a period equal to the period of prevention, delay, or stoppage due to causes beyond the control of the applicable Party, including reason of strikes, civil riots, war, invasion, fire or other casualty, or Acts of God.

VII. REMEDIES

7.1 Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance.

7.2 No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Development Agreement or now or hereafter existing at law or in equity or by statute.

7.3 The Parties hereto expressly agree that, in the event of litigation between the Parties, the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing Party.

VIII. NON-WAIVER

8.1 No course of dealing on the part of the Parties nor any failure or delay by the Parties in exercising any right, power, or privilege under this Development Agreement shall operate as a waiver of any right, power or privilege owing under this Development Agreement.

IX. ASSIGNMENT

9.1 All covenants and agreements contained herein by the City shall bind its successors and assigns and shall inure to the benefit of Owner and their successors and assigns.

9.2 This Development Agreement (including the duties, rights and obligations set forth herein) may be assigned, in whole or in part, by Owner without the prior written consent of City to the following: (1) other entities controlling, controlled by, or under common control with Owner; (2) subsequent owner(s) of any portion of the Property through the purchase of such property; and (3) lenders. Any other assignments of this Development Agreement may not be assigned by Owner without the prior written consent of City, and subject to approval by the City Council, as evidenced by passage of an ordinance.

X. ENTIRE AGREEMENT

10.1 This written Development Agreement embodies the final and entire agreement for development standards between Parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of Parties.

10.2 The exhibits attached to this Development Agreement are incorporated herein and shall be considered a part of this Development Agreement for the purposes stated herein. Notwithstanding, the exhibits shall not constitute any binding commitment regarding, but not limited to, the final location of boundaries and improvements and infrastructure, such being of approximate location that may be amended from time to time by the Parties.

XI. AMENDMENTS AND TERMINATION

11.1 Except where the terms of this Development Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be only by amendment, in writing, executed by the City and the owner of the portion of the District Property affected by such amendment, which amendment shall be subject to approval by the City Council, as evidenced by passage of an ordinance. Additionally, the form of the SPA, as attached as **Exhibit "E,"** is approved by the Parties and the City agrees to use good faith efforts to approve such SPA after it has been submitted by the applicable entity subject to Section 43.0751 of the Texas Local

Government Code.

XII. SEVERABILITY

12.1 If any clause or provision of this Development Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or ordinances of the City, then and in that event it is the intent of Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Development Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of Parties hereto that in lieu of each clause or provision of this Development Agreement that is invalid, illegal, or unenforceable, there be added as a part of this Development Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XIII. INDEPENDENT CONTRACTORS

13.1 Owner covenants and agree that it is an independent contractor and is not an officer, agent servant or employee of the City; that Owner shall have exclusive control of and exclusive rights to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of each party's officers, agents, employees, contractors, subcontractors and consultants, except as where the City may enforce the provisions of the City's Code of Ordinances; that the doctrine of "respondent superior" shall not apply as between the City and Owner, all officers, agents, employees, contractors, subcontractors and consultants of Owner, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the City and Owner. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance by Owner under this Development Agreement and that the Owner have no authority to bind the City.

XIV. LEGAL AUTHORITY

14.1 The person(s) executing this Development Agreement on behalf of the respective Parties, represent, warrant, assure and guarantee that they have full legal authority to (i) execute this Development Agreement on behalf of the respective Party, and (ii) to bind the respective Party to all of the terms, conditions, provisions, and obligations herein contained.

XV. VENUE AND GOVERNING LAW

15.1 THIS DEVELOPMENT AGREEMENT SHALL BE CONSTRUED UNDER

AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

15.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Development Agreement shall be heard and determined in Bexar County, Texas.

XVI. PARTIES' REPRESENTATIONS

16.1 This Development Agreement has been jointly negotiated between the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Development Agreement.

XVII. NOTICE

17.1 All notices, demands or other communications given in connection with or required under this Development Agreement must be in writing and delivered to the person to whom it is directed and may be given by (a) overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by email with a PDF attachment with an original copy thereof transmitted to the recipient by one of the means described in clauses (a), (c) or (d), in which case notice shall be deemed delivered on the date of transmittal of the email with PDF attachment, (c) personal delivery, in which case notice shall be deemed delivered upon receipt or refusal of delivery, or (d) United States certified mail, return receipt requested, postage prepaid, addressed to the addressee, in which case notice shall be deemed delivered three business after deposit of such notice, postage prepaid, in a mailbox under the care, custody or control of the United States Postal Service. All notices, demands and other communications shall be given to the Parties at the addresses set forth below, or at any other addresses that they have theretofore specified by written notice delivered in accordance herewith:

City: City of San Antonio, Texas
Attn: Bridgett White or Director
Department of Planning
P.O. Box 839966
San Antonio, Texas 78283-3966

Owner: Red Bird Legacy Ranch, LP
Attn: Harry Ben Adams IV
755 East Mulberry, Suite 600
San Antonio, Texas 78212

With copies to: Brown & Ortiz, P.C.
Attention: Kenneth W. Brown
112 E. Pecan Street, Suite 1360

San Antonio, Texas 78205

17.2 Each Party may change its address by written notice in accordance with this Article.

XVIII. CAPTIONS

18.1 All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the Development Agreement between Parties hereto.

XIX. BINDING

19.1 This Development Agreement shall run with the land and shall be binding upon the Parties, their heirs, successors, and assigns.

XX. UNINTENDED OMISSION

20.1 If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision of this Development Agreement is omitted, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

XXI. COUNTERPARTS

21.1 This Development Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all counterparts shall constitute one and the same instrument. This Development Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Development Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Development Agreement, except that any Party delivering an executed counterpart of this Development Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Development Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Development Agreement.

XXII. RECORDATION

22.1 This Development Agreement shall be recorded in the Real Property Records of Bexar County, Texas, and in the Real Property Records of Medina County, Texas.

XXIII. TERM

23.1 The “Effective Date” of this Development Agreement is the effective date of the City ordinance or resolution that expands the City’s ETJ to include the Property therein. The term of this Development Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date, unless otherwise provided herein. The term may be extended upon mutual consent and written agreement between the Parties and subject to approval by the City Council, as evidenced by passage of an ordinance.

Signatures on the Following Pages

IN WITNESS THEREOF, Parties hereto have executed this Development Agreement to be effective as of the Effective Date.

CITY:

CITY OF SAN ANTONIO, TEXAS

ATTEST/SEAL:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: City Clerk

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 201__ by _____, _____ of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

IN WITNESS THEREOF, Parties hereto have executed this Development Agreement to be effective as of the Effective Date.

OWNER:

RED BIRD LEGACY RANCH, LP, a Texas limited partnership

By: **RED BIRD LEGACY RANCH GP, LLC**, a Texas limited liability company, as
General Partner

By: _____

Name: Steve L. Cummings

Title: Manager

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on this _____ day of _____, 201__, by Steve L. Cummings, Manager of Red Bird Legacy Ranch GP, LLC, a Texas limited liability company, General Partner of Red Bird Legacy Ranch, LP, a Texas limited partnership, on behalf of said limited partnership.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT A

FIELD NOTES OF THE DISTRICT PROPERTY

(Property Description)

TRACT 1:

A 988.6 acre tract, or 43,063,959 square foot more or less, tract of land being out of the remainder of a 1518.164 acre tract conveyed to Redbird Ranch, Ltd. in Special Warranty Deed with Vendor's Lien recorded in Volume 6636, Pages 753-760 of the Official Public Records of Real Property of Bexar County, Texas, out of the Lewis Braun Survey No. 34½, Abstract 1277, County Block 4380, the C.C.S.D. & R.G.N.G. RR Survey No. 207, Abstract 887, County Block 4381, the Juana Delgado Survey No. 37½, Abstract 1283, County Block 4374, the R. Carasco Survey No. 101, Abstract 1195, County Block 4376, the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, and the Ed De Montel Survey No. 34¾, Abstract 1264, in Medina and Bexar Counties, Texas. Said 988.6 acre tract being more fully described as follows, with the basis of bearing being the north line of the 1518.164 acre tract as found monumented on the ground, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found 1/2" iron rod with yellow cap marked "Pape-Dawson", on the east right-of-way line of Wurzbach Road, a County Road of Medina County, a nominal 40-foot right-of-way, the northwest corner of a 372.997 acre tract recorded in Volume 11302, Pages 1194-1204 of the Official Public Records of Real Property of Bexar County, Texas, for the southwest corner of the remaining 1518.164 and the southwest corner of this tract;

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 01°31'22" W, a distance of 3354.69 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

N 49°20'14"E, a distance of 1068.41 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of a 20.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006 and an angle point in the west line of this tract,

THENCE: Departing the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract, across the 1518.164 acre tract, with the south, east and north line of the 20.00 acre tract and the west line of this tract the following calls and distances;

S 71°32'20" E, a distance of 976.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of the 20.00 acre tract,

N 02°52'27"E, a distance of 148.47 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northwesterly, with the arc of a 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, 302.14 feet, for a arc length of 302.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northwesterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'48", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

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

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

S 86°05'46"E, a distance of 18.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northeasterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'47", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northeasterly, with the arc of a 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 a arc length of 403.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northeast corner of the 20.00 acre tract,

N 71°32'20"W, a distance of 940.06 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 20.00 acre tract and the northeast corner of a 5.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006,

THENCE: Continuing across the 1518.164 acre tract, with the north and west line of the 5.00 acre tract and the west line of this tract the following calls and distances;

N 68°03'53"W, a distance of 540.98 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 5.00 acre tract,

S 04°07'55"E, a distance of 570.35 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of the 5.00 acre tract and a reentrant corner of this tract,

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 71°32'22" W, a distance of 2166.99 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 54°28'10" W, a distance of 15.97 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 29°44'39" W, a distance of 1751.74 feet to a found 1/2" iron rod;

THENCE: Departing Wurzbach Road, with the west line of the 1518.164 acre tract, the south and east line of a 100 acre tract described in Volume 188, Page 436 of the Medina County Records and a north and west line of this tract;

S 89°59'08" E, a distance of 659.39 feet to a found 1/2" iron rod;

N 04°03'45" W, a distance of 3457.67 feet to a found pk nail, in the south line of a 578.001 acre tract recorded in Volume 11424, Pages 190-200 of the Official Public Records of Real Property of Bexar County, Texas, for the northwest corner of the 1518.164 acre tract, the northeast corner of the 100 acre tract and the northwest corner of this tract;

THENCE: N 80°05'41" E, departing the east line of the 100 acre tract, with the south line of the 578.001 acre tract, the north line of the 1518.164 acre tract and the north line of this tract at a distance of 1567.75 feet passing the northeast corner of Tract 1 and the northwest corner of Parcel 4 and continuing a total distance of 3566.13 to a found 1/2" iron rod, for the proposed centerline of State Highway 211, the northwest corner of a 710.6 acre tract described in Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas, being out of a 2151.203 acre tract conveyed to Corridor Partners Ltd in Volume 10206, Pages 1160 of the Official Public Records of Real Property of Bexar County, Texas, the northeast corner of the 1518.164 acre tract and the northeast corner of this tract;

THENCE: Southerly, departing the south line of the 578.001 acre tract, with the west line of the 710.6 acre tract, with the east line of the 1518.164 acre tract, the east line of Parcel 4, Parcel 3, Parcel 2, Parcel 1 and a remainder of the 1518.164, the proposed center line of State Highway and the east line of this tract the following calls and distances;

S 00°33'13" E, a distance of 38.44 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radius of 5729.58 feet, a central angle of 39°48'49", a chord bearing and distance of S 20°27'37" E, 3901.74 feet, at 2203.87 feet passing the southeast corner of Parcel 4 and the northeast corner of Parcel 3, continuing for a total arc length of 3981.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 40°22'02"E, a distance of 612.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 49°37'59" E, a radius of 11459.16 feet, a central angle of 6°00'05", a chord bearing and distance of S 43°22'04" E, 1199.75 feet, at 77.19 feet passing the southeast corner of Parcel 3, the north corner of Parcel 2 and continuing for a total arc length of 1200.30 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 46°22'07"E, at 1481.66 feet passing the southeast corner of Parcel 2, the northeast corner of Parcel 1, at 2667.33 feet passing the southeast corner of Parcel 1 and continuing for a total distance of 3863.11 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", in the east line of the remaining of 1518.164 acre tract, at the beginning of a curve to the right;

Southeasterly, with the arc of a curve to the right, said curve having a radius of 5728.89 feet, a central angle of 6°16'47", a chord bearing and distance of S 43°13'43" E, 627.58 feet, an arc length of 627.90 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", for a east corner of a 345.688 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas, a southeast corner of the remaining 1518.164 acre tract and the southeast corner of this tract;

THENCE: Departing the proposed centerline of State Highway 211, with the south line of the remaining 1518.164 acre tract, the east and north line of the 345.688 acre tract and the south line of this tract the following calls and distances;

N 47°59'15"W, a distance of 734.49 feet to a found Texas Department of Transportation monument with a brass plate;

N 57°34'47"W, a distance of 745.00 feet to a found Texas Department of Transportation monument with a brass plate;

N 46°22'11"W, a distance of 205.07 feet to a found Texas Department of Transportation monument with a brass plate;

N 54°59'08"W, a distance of 154.10 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", in the south line of Parcel 1 and a west line of the 345.688 acre tract;

THENCE: S 41°13'55"W, with a south line of Parcel 1, a northwest line of the 345.688 acre tract and the south line of this tract at a distance of 2382.39 feet passing the southwest corner of Parcel 1, the southeast corner of Tract 1, at a distance of 2558.42 feet passing the northwest corner of the 345.688 acre tract, the northeast corner of a 81.135 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas and continuing for a total distance of 2633.18 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

THENCE: With the north line of the 81.135 acre tract, the south line of said Tract 1, the south line of the 1518.164 remainder and the south line of this tract the following calls and distances;

Northwesterly, with the arc of a curve to the left, said curve having a radial bearing of S 36°36'02" W, a radius of 800.00 feet, a central angle of 33°19'35", a chord bearing and distance of N 70°03'45" W, 458.79 feet, an arc length of 465.32 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 86°43'33"W, a distance of 427.23 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right;

Northwesterly, with the arc of a curve to the right, said curve having a radius of 1500.00 feet, a central angle of 19°52'47", a chord bearing and distance of N 76°47'09" W, 517.84 feet, an arc length of 520.45 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 09°49'40"W, a distance of 1065.90 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 68°47'52"W, at a distance of 543.72 feet passing the west corner of the 81.135 acre tract, the north corner of the 372.997 acre tract, continuing for a total distance of 1303.36 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 60°52'46"W, with the south line of Tract 1, the north line of the 372.997 acre tract, the south line of the remaining 1518.164 acre tract and the south line of this tract a distance of 1389.68 feet to the POINT OF BEGINNING and containing 988.6 acres in Bexar and Medina Counties, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: July 25, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-1,014 ACRE TRACT.doc

TRACT 2:

A 31.00 acre, or 1,350,469 square feet more or less, tract of land being out of that remainder 500 acre tract recorded in Volume 8377, Pages 1801-1807 of the Official Public Records of Real Property of Bexar County, Texas, out of the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the I. Rodriguez, Survey No. 300 1/8, Abstract 655, County Block 4370, the Jose Musquiz, Survey No. 300 3/4, Abstract 1149, County Block 4368, the J.P. Talamantez Survey No. 300 1/5", Abstract 1030, County Block 4369, and the S. Musquez Survey No. 300 1/6, Abstract 1084, County Block 4371, all in Bexar County, Texas. Said 31.00 acre tract being more fully described as follows, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found Texas Department of Transportation aluminum disk, the north end of the intersection of the north right-of-way line of Potranco Road (F.M. Highway 1957, a variable width right-of-way, with the west line of the proposed Highway 211, a proposed minimum 400-foot right-of-way, a southeast corner of a 173.562 acre tract surveyed by Pape-Dawson Engineers on April 12, 2004, Job No. 9277-04;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211 and the east line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 01°22'23"W, a distance of 817.00 feet to a found Texas Department of Transportation aluminum disk;

N 08°05'21"E, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 01°22'23"W, a distance of 62.01 feet to a found Texas Department of Transportation aluminum disk;

N 03°03'47"W, a distance of 326.14 feet to a found Texas Department of Transportation aluminum disk;

N 06°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 09°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 12°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 15°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 18°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 21°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 24°11'44"W, a distance of 211.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of the 173.562 acre tract, the southeast corner of a 345.688 acre tract described in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211, the east line of the 345.688 acre tract, crossing the 500 acre tract, the following calls and distances:

N 24°11'30"W, a distance of 66.63 feet to a found Texas Department of Transportation aluminum disk;

N 25°38'03"W, a distance of 1111.50 feet to a found Texas Department of Transportation aluminum disk;

N 35°05'48"W, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 25°34'44"W, a distance of 210.00 feet to a found Texas Department of Transportation aluminum disk;

N 77°42'58"W, a distance of 174.12 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 25°38'03"W, a distance of 86.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 26°26'51"E, a distance of 174.12 feet to a found Texas Department of Transportation aluminum disk;

N 05°26'54"W, a distance of 723.89 feet to a found PK nail, the northeast corner of the 500 acre tract, on the west line of the 710.6 acre tract described in

Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Southeasterly, with the east line of the 500 acre tract, the west line of the 710.6 acre tract, crossing the proposed Highway 211, the following calls and distances

S 25°38'03"E, a distance of 2600.88 feet to a found 60d nail, the beginning of curve to the right;

Southeasterly, along the arc of a curve to the right, said curve having a radius of 5729.58 feet, a central angle of 24°15'54", a chord bearing and distance of S 13°30'06" E, 2408.41 feet, a distance of 2426.50 feet to a found 60d nail;

S 01°22'09"E, a distance of 1324.23 feet to a found ½" iron rod, on the north right-of-way line of Potranco Road;

THENCE: S 88°37'45"W, with the north right-of-way line of Potranco Road, a distance of 1069.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a southeast corner of the 173.562 acre tract;

THENCE: With the south line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 82°54'59"E, a distance of 201.01 feet to a found Texas Department of Transportation aluminum disk;

N 88°37'37"E, a distance of 500.00 feet to a found Texas Department of Transportation aluminum disk;

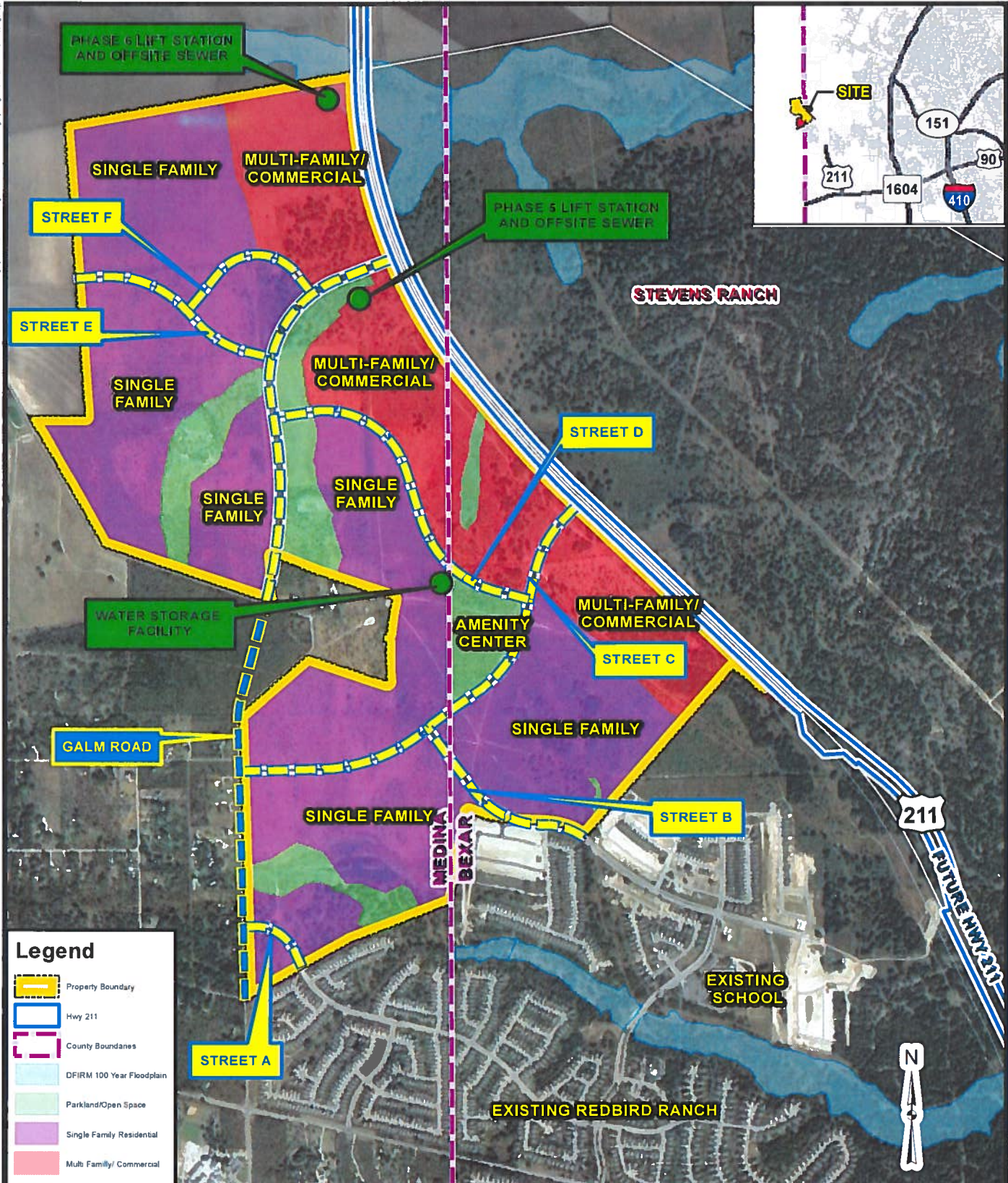
N 42°23'05"E, a distance of 173.51 feet to the POINT OF BEGINNING and containing 31.00 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: August 4, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-31 ACRE TRACT.doc

EXHIBIT B

MAP OF THE DISTRICT PROPERTY

AERIAL IMAGERY PROVIDED BY GOOGLE & UNLESS OTHERWISE NOTED, IMAGERY © 2018 CALPSCO Digital Globe, Inc. Orthography Program, USDA Farm Service Agency.



Legend

- Property Boundary
- Hwy 211
- County Boundaries
- DFIRM 100 Year Floodplain
- Parkland/Open Space
- Single Family Residential
- Multi Family/ Commercial
- Off Site Road
- On Site Road

Note: Location of infrastructure shown on this exhibit is subject to change

NOT TO SCALE



JOB NO.	6909-13
DATE	Feb 2019
DESIGNER	TD
CHECKED	TD
DRAWN	EP
SHEET	1

REDBIRD RANCH

DEVELOPMENT PLAN

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 #10028800

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

EXHIBIT C

MASTER DEVELOPMENT PLAN

EXHIBIT D

FORM OF ANNEXATION NOTICE

NOTICE TO PURCHASERS

The real property, described below, that you are about to purchase is located in the _____ (the "District"). The District's creation was confirmed by election on _____. The District has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. The District has not yet levied a tax and the most recent projected rate of tax, as of this date, is \$_____ on each \$100 of assessed valuation. The total amount of bonds, excluding any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued is \$_____.

The aggregate initial principal amount of all bonds issued and payable in whole or in part from property taxes is_____.

The District has the authority to adopt and impose a standby fee on property in the District that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The District may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$_____. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the District stating the amount, if any, of unpaid standby fees on a tract of property in the District.

The District has entered into a strategic partnership agreement (the "Agreement") with the City of San Antonio (the "City"). Pursuant to the Agreement, the City has agreed not to annex the entire District for full purposes for _____ years from the effective date of the Agreement. The effective date of the Agreement is _____. Upon expiration of this term, unless otherwise extended, the City may exercise its option to annex the District without consent of the voters if the City complies with the requirements of Chapter 43, Texas Local Government Code, as amended, which may include voter approval. When a District is annexed, the District is dissolved.

The purpose of this District is to provide water and sewer, drainage and flood control, park and recreational, and road facilities and services benefitting the District through the issuance

of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District and/or another governmental entity. The legal description of the property you are acquiring is as follows:

[description of property]

SELLER:

(Date)

Signature of Seller

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

PURCHASER:

(Date)

Signature of Purchaser

[ADD APPROPRIATE ACKNOWLEDGMENTS]

AFTER RECORDING, return to: _____.

EXHIBIT E

FORM OF STRATEGIC PARTNERSHIP AGREEMENT

STRATEGIC PARTNERSHIP AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO, TEXAS AND
REDBIRD RANCH WATER CONTROL & IMPROVEMENT DISTRICT NO. _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This STRATEGIC PARTNERSHIP AGREEMENT (this "Agreement") is entered into as of the Effective Date between the CITY OF SAN ANTONIO, TEXAS, a municipal corporation principally situated in Bexar County, Texas, acting through its governing body, the City Council of the City of San Antonio, Texas (the "City"), and REDBIRD RANCH WATER CONTROL & IMPROVEMENT DISTRICT NO. _____ (the "District"), a water control & improvement district created or operating under Chapters 51, 53, and 49 of the Texas Water Code.

RECITALS

1. Texas Local Government Code, §43.0751 (the "Act") authorizes the City and certain utility districts to negotiate and enter into a strategic partnership agreement by mutual consent; and
2. The District encompasses land all located within the extraterritorial jurisdiction of the City as more specifically described in Exhibit "A"
3. The City and the District are authorized and desire to enter into this Agreement to establish the terms and conditions upon which (i) the City will annex all of the land within the District for limited and full purposes, and (ii) following the full purpose annexation of all of the land within the District, the District will be dissolved.
4. This Agreement provides for the possible annexation of land developed for commercial use within the District by the City for limited purposes, during the Term (as hereinafter defined) of this Agreement, for the sole and exclusive purpose of imposing and collecting Sales and Use Taxes (as defined herein) within such "Limited Purpose Property," as more particularly defined herein; and
5. As required by the Act, the City held public hearings on _____ and _____, the District held public hearings on _____ at _____, and _____ at, at which members of the public were given the opportunity to present testimony or evidence regarding the proposed Agreement, and the City and the District made copies of the proposed Agreement available, and gave notice of the hearings prior to the public hearings in accordance with the terms of the Act; and

6. The City and the District wish to enter into a strategic partnership agreement to provide the terms under which the District will continue to exist for an extended period of time after land within the District is annexed for limited purposes.

ARTICLE I

Error! Bookmark not defined.FINDINGS

The City and the District find and declare:

1. The Act authorizes the City and the District to enter into this Agreement to define the terms under which the District will continue to exist after the Limited Purpose Property (defined below) is annexed for limited purposes pursuant to this Agreement;

2. This Agreement does not require the District to provide revenue to the City solely for the purpose of an agreement with the City to forgo annexation of the District;

3. This Agreement provides benefits to the City and the District, including revenue, services, or regulations which are reasonable and equitable with regard to the benefits provided to the other Parties;

4. All the terms contained in this Agreement are lawful and appropriate to provide for the provision of municipal services; and

5. The City and the District negotiated this Agreement by mutual consent; the terms of the Agreement are not a result of the City's annexation plan, if any, or any arbitration between the City and the District.

ARTICLE II

DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, the following terms used in this Agreement will have the meanings set out below:

“Act” means Texas Local Government Code, §43.0751 and any amendments thereto.

“Agreement” means this strategic partnership agreement between the City and the District, as may be amended pursuant to the terms of this Agreement.

“City” means the City of San Antonio, Texas, a Texas municipal corporation.

“City Charter” means the Charter of the City and any amendments thereto.

“City Council” means the City Council of the City of San Antonio, Texas .

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Conversion Date” means the date on which all remaining land is converted from Limited Purpose Annexation status to full purpose annexation status,.

“Director” means the Director of Planning of the City or their designee.

“District” means Redbird Ranch Water Control & Improvement District No. _____, a water control & improvement district created or operating under Chapters 49, 51, and 53, of the Texas Water Code.

“District Board” means the Board of Directors of the District.

“Effective Date” means the date this Agreement is approved by City Council in accordance with the terms and provisions of the Development Agreement between the Parties dated _____, 2019.

“Government Code” means the Texas Government Code and any amendments thereto.

“Implementation Date” means the date the limited purpose annexation ordinance is passed by City Council pursuant to Article III of this Agreement.

“Landowner” means a person that owns real property in the District.

“Limited Purpose Facilities” means the open space and recreational facilities which will be owned, operated, and maintained by the District prior to the Conversion Date.

“Limited Purpose Property” means the developed commercial land within the District, including the Additional Limited Purpose Property (as hereinafter defined), which is annexed for limited purposes by the City pursuant to Article III of this Agreement, but excluding territory outside the boundaries of the District.

“Local Government Code” means the Texas Local Government Code and any amendments thereto.

“Owners Association” means a Texas nonprofit corporation created by the Developer to, among other things, enforce restrictive covenants.

“Party” or “Parties” means a party or the parties to this Agreement, being the City and the District.

“Resident” means a person that resides in the District.

“Sales and Use Tax” or “Sales and Use Taxes” means the sales and use tax authorized to be imposed in the Limited Purpose Property by the Act and Tax Codes, .

“Service Plan” means the service plan attached as Exhibit ** which specifies the municipal services to be provided by the City after the City’s full annexation of land within the District.

“Unified Development” Code means Chapter 35 of the City Code of the City of San Antonio, Texas.

ARTICLE III

LIMITED PURPOSE ANNEXATION

Section 3.01 Generally

Following the approval and execution of this Agreement by City Council, as authorized by the Act and continuing throughout the duration of this Agreement, the City may annex, for limited purposes, the Limited Purpose Property once such commercial property is developed within the District. For the purposes of this Article III, the commercial property shall be deemed as developed, and thereby trigger the City’s rights to annex such commercial property for limited purposes, upon the owner of such property providing written notice to the City of such commercial use, accompanied with a copy of a non-residential building permit for such property, such notice to be delivered to the City no later than thirty (30) days after the issuance of such permit. Such annexation by the City is for the sole and limited purpose of collecting Sales and Use Taxes authorized by Chapter 321 of the Texas Tax Code (the “Tax Code”) and may include additional future annexations as described in Section 3.02 below.

The City is hereby permitted to annex for limited purposes such commercial area to the extent permitted by law and the requirements of this Agreement, whether or not contiguous to the City’s corporate limits. The Board of Directors agree, upon request of the City, to execute and deliver such further documents as may be necessary in order to effectuate the terms of this paragraph. Except as set out in this Agreement, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or the annexation ordinance.

Section 3.02 Limited Purpose Annexation of Additional Commercial Property

If in the future any non-commercial land within the District as of the Effective Date is converted to any commercial use that contains eligible commercial activities for purposes of imposing Sales and Use Taxes as allowed by the Tax Code, the Parties agree that the City may annex such additional commercial land (the “Additional Limited Purpose Property”) after the owner of such property has provided written notice to the City of such commercial use, accompanied with a copy of a non-residential building

permit for such property, such notice to be delivered to the City no later than thirty (30) days after the issuance of such permit, and for the sole and exclusive purpose of imposing Sales and Use Taxes pursuant to this Agreement once the Additional Limited Purpose Property is developed as commercial land.

3.03 Limited Purpose Property and Sales Tax Revenues

For purposes of this Agreement, the Limited Purpose Property also includes any Additional Limited Purpose Property and shall collectively be referred to as the Limited Purpose Property; and the Sales and Use Taxes collected within the Limited Purpose Property shall be referred to as the “Sales and Use Tax Revenue” or “Sales and Use Tax Revenues” as applicable.

3.04 Consent to Limited Purpose Annexation.

The District hereby requests that the City annex the Limited Purpose Property solely for the purposes provided in this Agreement. The District consents to such annexations, from time to time, and to the collection of Sales and Use Tax Revenues by the City within the Limited Purpose Property.

Section 3.02 Property Taxes and District’s Liability for Debts of the City

During the duration of this Agreement, except as provided in Article V: (i) neither the District nor any owners of taxable property within the District are liable for any present or future debts of the City, and (ii) current and future ad valorem taxes levied by the City will not be levied on taxable property within the District.

Section 3.03 Powers and Functions Retained by the District

Except as limited as expressly stated herein, the District is authorized to exercise all powers and functions provided by existing law or any amendments or additions thereto. The District’s assets, liabilities, indebtedness, and obligations will remain the responsibility of the District. Disposition or acquisition of additional assets, liabilities, indebtedness, and obligations will be governed by the city ordinance or resolution granting owner’s petition to be released from the City’s ETJ, to the extent such ordinance or resolution is not inconsistent with this Agreement.

Section 3.05 Extraterritorial Jurisdiction

This Agreement does not remove any area of the District from the extraterritorial jurisdiction of the City of San Antonio. The City may regulate the District in the same manner in which it may regulate other areas within the extraterritorial jurisdiction of the City to the extent not inconsistent with any applicable development agreement between the City and the owner of the property within the District.

ARTICLE IV

VOTING RIGHTS IN THE DISTRICT

Section 4.01 Generally

Pursuant to Section 43.130(a) of the Texas Local Government Code, the qualified voters of an area annexed for limited purposes are entitled to vote in municipal elections regarding the election or recall of members of the governing body of the municipality, and the amendment of the municipal charter. The voters may not vote in any municipal bond election.

ARTICLE V

SALES AND USE TAX

Section 5.01 Imposition of the City's Sales and Use Tax

Pursuant to Subsection (k) of the Act, the City may impose a Sales and Use Tax within the Limited Purpose Property upon the limited purpose annexation of the Limited Purpose Property. The Sales and Use Tax shall be imposed on all eligible commercial activities at the rate allowed under the Tax Code. The Sales and Use Tax shall take effect on the date described in Texas Tax Code §321.102.

Section 5.02 Payment of Sales and Use Tax to the District

The City shall pay to the District an amount equal to 25% of the Sales and Use Tax Revenues that are reported on the monthly sales tax report provided by the Comptroller and received by the City from the Comptroller after the date of the limited purpose annexation of the Limited Purpose Property. The City shall deliver the District's portion of the Sales and Use Tax Revenues to the District within 30 days of the City's receipt of the sales report from the Comptroller. Government Code Chapter 2251 shall govern and provide the penalty if the City fails to deliver the District's portion in a timely manner. For the purposes of determining the applicable overdue date under Chapter 2251, the City is deemed to have received an invoice from the District on the date the City receives the sales tax report from the Comptroller without further action from the District.

The City agrees to make reasonable efforts to obtain amended and supplemental reports from the Comptroller to reflect, to the greatest extent practicable, all Sales and Use Tax Revenues generated within the boundaries of the Limited Purpose Property. Revenues resulting from such amended and supplemental reports will be divided and paid as provided above.

The City shall deliver to the District a condensed version of each monthly sales tax report provided by the Comptroller, containing only the contents of the sales tax report relating to retail sales and retailers in the Limited Purpose Property within 30 days of the City's receipt of the sales tax report.

Section 5.03 Notification of Comptroller

The City shall send notice of this Agreement and the limited purpose annexation of the Limited Purpose Property to the Comptroller within three days of the Implementation Date in the manner provided by Texas Tax Code §321.102. The City shall send to the District a copy of any notice from the Comptroller delaying the effectiveness of the Sales and Use Tax in the Limited Purpose Property.

Section 5.04 District Use of Sales and Use Tax Revenue

The District shall use the Sales and Use Tax Revenue provided in Section 5.02 only for purposes for which the District is lawfully authorized to use its ad valorem tax revenues or other revenues.

Section 5.05 District Audit Rights

The District may audit the Sales and Use Tax collections by the City solely to determine whether the Sales and Use Tax Revenue payments provided by Section 5.02 have been made to the District in accordance with this Agreement. Any audit shall be made at the District's sole cost and expense and may be performed at any time during the City's regular business hours by an auditor hired by the District on 30 days written notice to the City. For the purpose of any audits, the City shall maintain and make available to the District or its representatives all books, records, documents and other evidence of accounting procedures or practices in whatever form sufficiently maintained to reflect the collection of all Sales and Use Tax Revenues that are subject to this Agreement.

Section 5.06 City Audit Rights

The District is required by law to prepare an annual audit within 120 days after the close of the District's fiscal year. The District shall provide a copy of its annual audit to the City within 30 days after the audit is completed.

The City may audit the District's expenditures made with the Sales and Use Tax Revenue paid under Section 5.02, solely to determine whether the expenditures have been made by the District in accordance with Section 5.04. Any audit shall be made at the City's sole cost and expense and may be performed at any time during regular business hours by the City's internal auditors or an independent auditing firm on 30 days written notice to the District. For the purpose of any audits, the District shall maintain and make available to the City or its representatives all books, records, documents and

other evidence of accounting procedures or practices in whatever form maintained sufficient to reflect the expenditure of all Sales and Use Tax Revenues that are subject to this Agreement.

Section 5.07 Termination of Sales and Use Tax Sharing.

Upon termination of this Agreement, or full purpose annexation of the District as provided herein, the City shall have no further financial obligation to the District with respect to the Sales and Use Tax Revenues pursuant to this Agreement, and all Sales and Use Tax revenue shall be retained by the City.

Section 5.08 No Liens or Encumbrances with Respect to Dedicated Infrastructure.

Notwithstanding any other provision of this Agreement to the contrary, no lien or encumbrance of any kind (including but not limited to any Sales and Use Tax) shall at any time attach or be imposed upon any infrastructure dedicated to SAWS by the Owner or the District either before or after the Effective Date of this Agreement.

ARTICLE VI

FULL PURPOSE ANNEXATION

Section 6.01 Full Purpose Annexation of the District

The City agrees that it will not annex or attempt to annex the District property for full purposes until on or after December 31, 2049. When the land located within the District is converted to full purpose annexation status in accordance with this Agreement and as provided by 43.0751 of the Texas Local Government Code, the conversion may be effected by City Council adoption of an ordinance including land in question within full purpose city limits. Except as set out in this Agreement, no additional procedural or substantive requirements of State or local annexation law will apply to such annexation or to the annexation ordinance.

The District consents to the full purpose annexation of the District property by the City on or after December 31, 2049. This Agreement constitutes a petition for full purpose annexation and a waiver of additional procedural or substantive requirements of State or local annexation law that would apply to such annexation or the annexation ordinance in accordance with Section 43.0751 (h) of the Texas Local Government Code.

Section 6.02 Service Plan

Following the Conversion Date, the City will provide additional municipal services within the District in accordance with the Service Plan attached as Exhibit **, which will be the Service Plan for the District. The District affirms that the Service Plan is sufficient, and no further negotiations or public hearings are required for the adoption of the Service Plan. The District agrees that it will not contest the Service Plan, which the City and the District agree will be effective for a period of ten years from the Conversion Date.

ARTICLE VII

DISTRICT ASSET, LIABILITIES, AND OBLIGATIONS

Section 7.01. Transfer of Certain Easements and Real Property to City.

Within 90 days after the Conversion Date, the District will convey to the City, at no cost to the City, any real property and/or easements owned or held by the District which contain Water and Wastewater Facilities that are to be transferred to the City in accordance with this Agreement. All conveyances will be by appropriate instrument, acceptable in form and substance to the City and the District. If any necessary transfer of title is not accomplished, for any reason, by the Conversion Date, the District agrees that the City will be authorized to finalize such conveyances as the District's successor-in-interest.

Section 7.02 Limitation on Debt.

After twenty (20) years from the execution of this Agreement, the City is entitled to be informed of the amount of debt the District deems necessary to incur for purposes of covering development costs. New debt shall not be issued later than twenty-five (25) years after the execution of this Agreement unless such term limit is amended by written mutual agreement of the Parties.

ARTICLE VIII

BREACH, NOTICES, AND REMEDIES

Section 8.01 Notification of Breach.

If either Party commits a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in reasonable detail.

Section 8.02 Cure of Breach.

Notwithstanding any provision herein to the contrary, no Party shall be declared in Default, under this Agreement, until written notice of an alleged default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the alleged default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the alleged default (the "Cure Period"). Additionally, no Party shall be declared in Default, under this Agreement, if, within the Cure Period, the defaulting Party has commenced in a commercially reasonable manner to remove or cure such alleged default and proceeds with reasonable due diligence to completely remove or cure such alleged default, provided that, the defaulting Party shall provide the non-defaulting Party a written timeline for removing or curing such alleged default and the Parties shall thereafter enter into a written agreement extending the Cure Period to a timeframe consistent with such timeline; such written agreement shall be subject to the administrative approval of the City Manager's designee and shall not be unreasonably withheld, conditioned, or delayed by either Party. The Cure Period may be additionally extended by written agreement of the Parties, which agreement shall be subject to approval of the City Council.

Section 8.03 Remedies for Breach.

Upon the occurrence of Default by a Party, the non-defaulting Party may seek all remedies available to it at law or in equity, including, without limitation, termination, injunctive relief, mandamus, and specific performance.

No remedy herein conferred upon or reserved to the Parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

The Parties hereto expressly agree that, in the event of litigation between the Parties, the prevailing Party shall be entitled to recover its reasonable attorney's fees and court costs from the non-prevailing Party.

ARTICLE IX

BINDING AGREEMENT, TERM, AND AMENDMENT

Section 9.01 Beneficiaries

This Agreement binds and inures to the benefit of the Parties, their successors and assigns. The District shall record this Agreement with the County Clerk in Official Records of Bexar County and Medina County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

Section 9.02 Term

This Agreement commences and binds the Parties on the Effective Date and continues until the City chooses to annex the District property for full purposes in accordance with this Agreement; or the City may unilaterally terminate this Agreement for convenience, with 90 days' notice to the District, on or after December 31, 2049.

Section 9.03 Amendment

The Parties by mutual consent may amend the terms of this Agreement only with the written consent of the Parties and with approval of the governing bodies of the City and the District.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01 Notice

Any formal notices or other communications (Notice) required to be given by one Party to another by this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below for the Party, (i) by delivering the Notice in person (ii) by depositing the Notice in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the Party to be notified, (iii) by depositing the Notice with Federal Express or another nationally recognized courier service guaranteeing next day delivery, addressed to the Party to be notified, or (iv) by sending the Notice by telefax with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of Notice, the addresses of the Parties, until changed as provided below, shall be as follows:

All Notices required or permitted under this Agreement shall be in writing and shall be served on the Parties at the following address:

City: City of San Antonio
Attn: Department of Planning Director
P.O. Box 839966 _____
San Antonio, Texas 78283-3966 _____

District: Redbird Ranch Water Control & Improvement District No. 1
c/o Allen Boone Humphries Robinson LLP
3200 Southwest Freeway, Suite 2600
San Antonio, Texas 77027
Attn: Stephen M. Robinson

The Parties may from time to time change their respective addresses, and each may specify as its address any other address within the United States of America by giving at least five days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following the Saturday, Sunday or legal holiday.

Section 10.02 Severability

If any part of this Agreement is found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either Party.

Section 10.03 Waiver

Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.04 Applicable Law and Venue

The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. Venue shall be in Bexar County, Texas.

Section 10.05 Reservation of Rights

To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Section 10.06 Further Documents

The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and deliver the further documents and do the further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.

Section 10.07 Incorporation of Exhibits and Other Documents by Reference

All Exhibits and other documents attached to or referred to in this Agreement are incorporated into this Agreement by reference for the purposes set forth in this Agreement.

Section 10.08 Effect of State and Federal Laws

Notwithstanding any other provision of this Agreement, the District shall comply with all applicable statutes or regulations of the United States, the State of Texas, and City Ordinances and City Charter provisions implementing such statutes or regulations.

Section 10.09 Authority for Execution

The City certifies and represents that the execution of this Agreement is duly authorized and adopted in conformity with the City Charter and City Ordinances. The District certifies and represents that the execution of this Agreement is duly authorized and adopted by the District Board.

SIGNATURE PAGES FOLLOW

SIGNATURE PAGES

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

**REDBIRD RANCH WATER CONTROL &
IMPROVEMENT DISTRICT NO. _____**

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

Tax ID No. _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 2019, by _____, as President, and _____, as Secretary, of Redbird Ranch Water Control & Improvement District No. _____, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the State of Texas

(NOTARY SEAL)

IN WITNESS WHEREOF, the parties have executed this Agreement in multiple copies, each of which shall be an original, as of the Effective Date.

CITY OF SAN ANTONIO, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

ATTEST/SEAL:

By: _____

Name: _____

Title: City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____

Name: _____

Title: City Attorney

Date: _____

ACKNOWLEDGEMENT

State of Texas §

§

County of Bexar §

This instrument was acknowledged before me on this ____ day of _____, 2019 by _____, _____ of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION OF DISTRICT

(Property Description)

TRACT 1:

A 988.6 acre tract, or 43,063,959 square foot more or less, tract of land being out of the remainder of a 1518.164 acre tract conveyed to Redbird Ranch, Ltd. in Special Warranty Deed with Vendor's Lien recorded in Volume 6636, Pages 753-760 of the Official Public Records of Real Property of Bexar County, Texas, out of the Lewis Braun Survey No. 34½, Abstract 1277, County Block 4380, the C.C.S.D. & R.G.N.G. RR Survey No. 207, Abstract 887, County Block 4381, the Juana Delgado Survey No. 37½, Abstract 1283, County Block 4374, the R. Carasco Survey No. 101, Abstract 1195, County Block 4376, the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402, and the Ed De Montel Survey No. 34¾, Abstract 1264, in Medina and Bexar Counties, Texas. Said 988.6 acre tract being more fully described as follows, with the basis of bearing being the north line of the 1518.164 acre tract as found monumented on the ground, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found 1/2" iron rod with yellow cap marked "Pape-Dawson", on the east right-of-way line of Wurzbach Road, a County Road of Medina County, a nominal 40-foot right-of-way, the northwest corner of a 372.997 acre tract recorded in Volume 11302, Pages 1194-1204 of the Official Public Records of Real Property of Bexar County, Texas, for the southwest corner of the remaining 1518.164 and the southwest corner of this tract;

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 01°31'22" W, a distance of 3354.69 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

N 49°20'14"E, a distance of 1068.41 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of a 20.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006 and an angle point in the west line of this tract,

THENCE: Departing the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract, across the 1518.164 acre tract, with the south, east and north line of the 20.00 acre tract and the west line of this tract the following calls and distances;

S 71°32'20" E, a distance of 976.72 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of the 20.00 acre tract,

N 02°52'27"E, a distance of 148.47 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northwesterly, with the arc of a 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, 302.14 feet, for a arc length of 302.27 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northwesterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'48", a chord bearing and distance of N 41°38'22" W, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson",

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

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

S 86°05'46"E, a distance of 18.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" set at the beginning of a curve to the left,

Northeasterly, with the arc of a curve to the left, said curve having a radius of 15.00 feet, a central angle of 88°54'47", a chord bearing and distance of N 49°26'50" E, 21.01 feet, for a arc length of 23.28 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right,

Northeasterly, with the arc of a 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 a arc length of 403.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northeast corner of the 20.00 acre tract,

N 71°32'20"W, a distance of 940.06 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 20.00 acre tract and the northeast corner of a 5.00 acre tract surveyed by Pape-Dawson Engineers, Inc., in July 2006,

THENCE: Continuing across the 1518.164 acre tract, with the north and west line of the 5.00 acre tract and the west line of this tract the following calls and distances;

N 68°03'53"W, a distance of 540.98 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the 5.00 acre tract,

S 04°07'55"E, a distance of 570.35 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" in the east right-of-way line of Wurzbach Road, for the southwest corner of the 5.00 acre tract and a reentrant corner of this tract,

THENCE: Northerly, with the east right-of-way line of Wurzbach Road, the west line of the remaining 1518.164 acre tract and the west line of this tract the following calls and distances;

N 71°32'22" W, a distance of 2166.99 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 54°28'10" W, a distance of 15.97 feet to set ½" iron rod with yellow cap marked "Pape-Dawson";

N 29°44'39" W, a distance of 1751.74 feet to a found 1/2" iron rod;

THENCE: Departing Wurzbach Road, with the west line of the 1518.164 acre tract, the south and east line of a 100 acre tract described in Volume 188, Page 436 of the Medina County Records and a north and west line of this tract;

S 89°59'08" E, a distance of 659.39 feet to a found 1/2" iron rod;

N 04°03'45" W, a distance of 3457.67 feet to a found pk nail, in the south line of a 578.001 acre tract recorded in Volume 11424, Pages 190-200 of the Official Public Records of Real Property of Bexar County, Texas, for the northwest corner of the 1518.164 acre tract, the northeast corner of the 100 acre tract and the northwest corner of this tract;

THENCE: N 80°05'41" E, departing the east line of the 100 acre tract, with the south line of the 578.001 acre tract, the north line of the 1518.164 acre tract and the north line of this tract at a distance of 1567.75 feet passing the northeast corner of Tract 1 and the northwest corner of Parcel 4 and continuing a total distance of 3566.13 to a found 1/2" iron rod, for the proposed centerline of State Highway 211, the northwest corner of a 710.6 acre tract described in Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas, being out of a 2151.203 acre tract conveyed to Corridor Partners Ltd in Volume 10206, Pages 1160 of the Official Public Records of Real Property of Bexar County, Texas, the northeast corner of the 1518.164 acre tract and the northeast corner of this tract;

THENCE: Southerly, departing the south line of the 578.001 acre tract, with the west line of the 710.6 acre tract, with the east line of the 1518.164 acre tract, the east line of Parcel 4, Parcel 3, Parcel 2, Parcel 1 and a remainder of the 1518.164, the proposed center line of State Highway and the east line of this tract the following calls and distances;

S 00°33'13" E, a distance of 38.44 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radius of 5729.58 feet, a central angle of 39°48'49", a chord bearing and distance of S 20°27'37" E, 3901.74 feet, at 2203.87 feet passing the southeast corner of Parcel 4 and the northeast corner of Parcel 3, continuing for a total arc length of 3981.36 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 40°22'02"E, a distance of 612.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

Southeasterly, with the arc of a curve to the left, said curve having a radial bearing of N 49°37'59" E, a radius of 11459.16 feet, a central angle of 6°00'05", a chord bearing and distance of S 43°22'04" E, 1199.75 feet, at 77.19 feet passing the southeast corner of Parcel 3, the north corner of Parcel 2 and continuing for a total arc length of 1200.30 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

S 46°22'07"E, at 1481.66 feet passing the southeast corner of Parcel 2, the northeast corner of Parcel 1, at 2667.33 feet passing the southeast corner of Parcel 1 and continuing for a total distance of 3863.11 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", in the east line of the remaining of 1518.164 acre tract, at the beginning of a curve to the right;

Southeasterly, with the arc of a curve to the right, said curve having a radius of 5728.89 feet, a central angle of 6°16'47", a chord bearing and distance of S 43°13'43" E, 627.58 feet, an arc length of 627.90 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", for a east corner of a 345.688 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas, a southeast corner of the remaining 1518.164 acre tract and the southeast corner of this tract;

THENCE: Departing the proposed centerline of State Highway 211, with the south line of the remaining 1518.164 acre tract, the east and north line of the 345.688 acre tract and the south line of this tract the following calls and distances;

N 47°59'15"W, a distance of 734.49 feet to a found Texas Department of Transportation monument with a brass plate;

N 57°34'47"W, a distance of 745.00 feet to a found Texas Department of Transportation monument with a brass plate;

N 46°22'11"W, a distance of 205.07 feet to a found Texas Department of Transportation monument with a brass plate;

N 54°59'08"W, a distance of 154.10 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", in the south line of Parcel 1 and a west line of the 345.688 acre tract;

THENCE: S 41°13'55"W, with a south line of Parcel 1, a northwest line of the 345.688 acre tract and the south line of this tract at a distance of 2382.39 feet passing the southwest corner of Parcel 1, the southeast corner of Tract 1, at a distance of 2558.42 feet passing the northwest corner of the 345.688 acre tract, the northeast corner of a 81.135 acre tract recorded in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas and continuing for a total distance of 2633.18 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at the beginning of a curve to the left;

THENCE: With the north line of the 81.135 acre tract, the south line of said Tract 1, the south line of the 1518.164 remainder and the south line of this tract the following calls and distances;

Northwesterly, with the arc of a curve to the left, said curve having a radial bearing of S 36°36'02" W, a radius of 800.00 feet, a central angle of 33°19'35", a chord bearing and distance of N 70°03'45" W, 458.79 feet, an arc length of 465.32 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

N 86°43'33"W, a distance of 427.23 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at the beginning of a curve to the right;

Northwesterly, with the arc of a curve to the right, said curve having a radius of 1500.00 feet, a central angle of 19°52'47", a chord bearing and distance of N 76°47'09" W, 517.84 feet, an arc length of 520.45 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 09°49'40"W, a distance of 1065.90 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";

S 68°47'52"W, at a distance of 543.72 feet passing the west corner of the 81.135 acre tract, the north corner of the 372.997 acre tract, continuing for a total distance of 1303.36 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 60°52'46"W, with the south line of Tract 1, the north line of the 372.997 acre tract, the south line of the remaining 1518.164 acre tract and the south line of this tract a distance of 1389.68 feet to the POINT OF BEGINNING and containing 988.6 acres in Bexar and Medina Counties, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: July 25, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-1,014 ACRE TRACT.doc

TRACT 2:

A 31.00 acre, or 1,350,469 square feet more or less, tract of land being out of that remainder 500 acre tract recorded in Volume 8377, Pages 1801-1807 of the Official Public Records of Real Property of Bexar County, Texas, out of the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the I. Rodriguez, Survey No. 300 1/8, Abstract 655, County Block 4370, the Jose Musquiz, Survey No. 300 3/4, Abstract 1149, County Block 4368, the J.P. Talamantez Survey No. 300 1/5", Abstract 1030, County Block 4369, and the S. Musquez Survey No. 300 1/6, Abstract 1084, County Block 4371, all in Bexar County, Texas. Said 31.00 acre tract being more fully described as follows, bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found Texas Department of Transportation aluminum disk, the north end of the intersection of the north right-of-way line of Potranco Road (F.M. Highway 1957, a variable width right-of-way, with the west line of the proposed Highway 211, a proposed minimum 400-foot right-of-way, a southeast corner of a 173.562 acre tract surveyed by Pape-Dawson Engineers on April 12, 2004, Job No. 9277-04;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211 and the east line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 01°22'23"W, a distance of 817.00 feet to a found Texas Department of Transportation aluminum disk;

N 08°05'21"E, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 01°22'23"W, a distance of 62.01 feet to a found Texas Department of Transportation aluminum disk;

N 03°03'47"W, a distance of 326.14 feet to a found Texas Department of Transportation aluminum disk;

N 06°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 09°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 12°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 15°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 18°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 21°15'11"W, a distance of 289.49 feet to a found Texas Department of Transportation aluminum disk;

N 24°11'44"W, a distance of 211.64 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson", the northeast corner of the 173.562 acre tract, the southeast corner of a 345.688 acre tract described in Volume 11240, Pages 1426-1438 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Northwesterly, with the west right-of-way line of the proposed Highway 211, the east line of the 345.688 acre tract, crossing the 500 acre tract, the following calls and distances:

N 24°11'30"W, a distance of 66.63 feet to a found Texas Department of Transportation aluminum disk;

N 25°38'03"W, a distance of 1111.50 feet to a found Texas Department of Transportation aluminum disk;

N 35°05'48"W, a distance of 304.14 feet to a found Texas Department of Transportation aluminum disk;

N 25°34'44"W, a distance of 210.00 feet to a found Texas Department of Transportation aluminum disk;

N 77°42'58"W, a distance of 174.12 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 25°38'03"W, a distance of 86.00 feet to a found ½" iron rod with a yellow cap marked "Pape-Dawson";

N 26°26'51"E, a distance of 174.12 feet to a found Texas Department of Transportation aluminum disk;

N 05°26'54"W, a distance of 723.89 feet to a found PK nail, the northeast corner of the 500 acre tract, on the west line of the 710.6 acre tract described in

Volume 11034, Pages 5-74 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Southeasterly, with the east line of the 500 acre tract, the west line of the 710.6 acre tract, crossing the proposed Highway 211, the following calls and distances

S 25°38'03"E, a distance of 2600.88 feet to a found 60d nail, the beginning of curve to the right;

Southeasterly, along the arc of a curve to the right, said curve having a radius of 5729.58 feet, a central angle of 24°15'54", a chord bearing and distance of S 13°30'06" E, 2408.41 feet, a distance of 2426.50 feet to a found 60d nail;

S 01°22'09"E, a distance of 1324.23 feet to a found ½" iron rod, on the north right-of-way line of Potranco Road;

THENCE: S 88°37'45"W, with the north right-of-way line of Potranco Road, a distance of 1069.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", a southeast corner of the 173.562 acre tract;

THENCE: With the south line of the 173.562 acre tract, crossing the 500 acre tract, the following calls and distances:

N 82°54'59"E, a distance of 201.01 feet to a found Texas Department of Transportation aluminum disk;

N 88°37'37"E, a distance of 500.00 feet to a found Texas Department of Transportation aluminum disk;

N 42°23'05"E, a distance of 173.51 feet to the POINT OF BEGINNING and containing 31.00 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: PAPE-DAWSON ENGINEERS INC.
DATE: August 4, 2006
JOB No.: 9213-06
FILE: N:\Survey06\6-9300\9213-06\9213-06FN-31 ACRE TRACT.doc

EXHIBIT F

AGREEMENT REGARDING SERVICES

In the event the City annexes the Annexation Area pursuant to Section 5.4 of this Agreement, the Parties agree to the specific provisions contained herein and that this Agreement constitutes an "Agreement Regarding Services" required by section 43.0672 of the Texas Local Government Code. The Parties agree that this Agreement Regarding Services shall run with the land and shall govern all municipal services to be provided to the Annexation Area and that the City shall be under no further obligation to negotiate services with any subsequent owners of any property located or developed within the Annexation Area, provided that upon annexation of the Annexation Area, if the municipal services have changed or otherwise include additional services not referenced herein, the City will provide all municipal services to the Annexation Area that apply to other properties located within the city limits within no more than 3 years from the date of annexation. The Agreement Regarding Services shall survive termination of this Agreement only to the extent the City annexes the Annexation Area pursuant to this Agreement.

In general the Agreement Regarding Services includes three service components: *(1) Annexation Service Requirements, (2) Additional Services and (3) a Capital Improvement Program*. Providing services includes having services provided by any method or means by which the City extends municipal services to any other area of the City. This may include causing or allowing private utilities, governmental entities and other public and private non-profit service organizations to provide such services by contract in whole or in part. It may also include separate agreements with associations or similar entities. Services are provided and fees are assessed in accordance with the City's Code of Ordinances, as may be amended. Notwithstanding any provision herein to the contrary, municipal services will be provided pursuant to the requirement of the Texas Local Government Code Chapter 43.056(g).

1. Annexation Service Requirements - The following services will be provided in the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted.

A. Police Protection - The San Antonio Police Department (SAPD) will provide protection and law enforcement services in the Annexation Area within the time frame established in section 5.1.

These services include:

- Routine patrols and responses;
- Handling of complaints and incident reports;
- Special units, such as traffic enforcement, criminal investigations, covert operations, K-9 Unit, Family Assistance Crisis Teams, Bomb Squad, and Special Weapons and Tactics Team (SWAT); and
- Any other services or programs provided to the citizens of San Antonio at the time of annexation.

The Annexation Area will become part of an existing patrol district based upon factors such as the size of the area, population, and the expected number of calls for service. These factors will also determine the need for hiring additional patrol officers to ensure all patrol districts are adequately staffed 24 hours a day, seven days a week, and to maintain an average response time pursuant to the requirement of the Texas Local Government Code Chapter 43.056(g). SAPD San Antonio Fear Free Environment Unit (SAFFE) officers will be available to meet as requested to discuss police issues.

Police Substations are responsible for a Patrol "Service Area," under the command of a Captain. These Service Areas are divided into Patrol Sections. The Patrol Sections, with supervisory responsibilities assigned to Sergeants, are divided into "Patrol Districts." The "Patrol Districts" are geographically defined areas established for several reasons, including but not limited to:

- Serving as a manpower distribution tool based on call volume, population, area size, and geographic variables;
- Providing a means of establishing primary responsibility to individual officers, during their tour of duty, for various activities within a specific geographic area; and
- Providing an efficient and effective means of assigning, identifying, and locating officers, within a generalized area, using currently available technology.

The Annexation Area will be served by the substation assigned to that geographic area. There is no specific number of officers that can be assigned to a patrol district. Patrol districts are staffed with at least one officer, 24 hours a day, seven days a week. Many times multiple officers are assigned to single districts.

Police services are initiated by on-sight officer activity, citizen requests, and any other means available. The most common means by which officers receive their assignments is through direct supervisory command and radio/computer transmissions by police dispatchers.

B. Fire Protection and Emergency Medical Service (EMS) - The San Antonio Fire Department (SAFD) will provide fire protection services and EMS service as provided by requirements of the Texas Local Government Code Chapter 43.056(g). Service will be provided through the use of fire engines, ladder trucks, full-time and peak period EMS ambulances, Medical Officers and Chief Officers. SAFD will be providing fire protection and EMS from the station assigned to that geographic area.

C. Solid Waste Collection Services - Solid Waste Collection services are provided and fees are assessed in accordance with Chapter 14 of the City' Code of Ordinances, as may be amended. Fees for services are assessed monthly on CPS Energy Utility bills. If private collection services are used, the City solid waste fees will not be assessed. Additionally, such services will be provided in accordance with Section 43.0661 of the Texas Local Government Code.

Commercial Solid Waste Services - The City's Commercial collection for garbage are available on a case by case basis for qualifying businesses in a manner similar to residential services. Bulky item, brush and bagged leaf collections are not provided to businesses. If the City-provided commercial service is not desired, businesses may utilize private service providers.

D. Operation and Maintenance of Water and Wastewater Facilities - San Antonio Water System (SAWS) will maintain and operate the public water and wastewater facilities that are within its certified service area. Routine standard maintenance of the facilities is performed on a scheduled basis. Emergency maintenance and repairs receive immediate attention, and are available 24 hours a day, 7 days a week. The facilities will be maintained and operated in accordance with standard SAWS policies and procedures, and under the provisions of the SAWS Utility Service Regulations for the extension of facilities.

SAWS Monthly Rates - The SAWS rate structure is designed to provide balance between residential and business rates and to encourage conservation with rates that increase at higher levels of consumption. SAWS customers, after annexation, will pay the lower Inside City Limit rate as opposed to the Outside City Limit rate.

SAWS Water Conservation Programs and Rebates - SAWS water conservation education programs and rebates are available to SAWS customers. Currently commercial customers account for 6.0% of the customer base and 35.1% of SAWS' annual water sales, there is great potential for water savings through commercial

conservation programs. Commercial customers also have access to water conservation education and incentives. There are programs to make irrigation systems more efficient and customer rebates for big projects that address operational efficiencies. Detailed information on these and other programs can be found on the SAWS website at www.saws.org.

Water service and wastewater service will be provided to the Annexation Area. Notwithstanding any provision herein to the contrary, this Agreement will not terminate, reduce, or otherwise affect any approved Equivalent Dwelling Units ("EDUs") allocated to the Annexation Area or any Utility Service Agreement ("USA") applicable to the Annexation Area.

E. Operation and Maintenance of Roads and Streets, including Street Lighting

- The Transportation and Capital Improvements Department (TCI) is responsible for the maintenance and repair of streets, bridges, alleys and related infrastructure within the City's jurisdiction. Curbs, sidewalks, driveway approaches, curb ramps, and other street infrastructures are constructed in accordance with the City and the Americans with Disability Act (ADA) standards. Service requests or community concerns for TCI's response, such as pothole and base and pavement repairs are initiated through the City's 311 call center or online services. These services include:

- Emergency Pavement Repair
- Street Base and Pavement Repair
- Preventative Street Maintenance
- Guard Post and Guard Rail Maintenance
- De-icing and Snow Removal Services
- Neighborhood Access and Mobility Program (NAMP)
- Emergency Street Closure Services
- Street Re-striping and Marking Services

Infrastructure Management Program (IMP) is a five-year rolling program which focuses on the maintenance of the City infrastructure. Service needs are identified city-wide and are scheduled for street maintenance, alley maintenance, drainage maintenance, sidewalks, traffic signals, pavement marking and Advance Transportation District (ATD) projects. The IMP provides the City a structured program schedule, potential for additional multiple year contract awards and improved utility coordination. During the budget process for each fiscal year of the City, the IMP is presented to City Council for approval. Amendments may occur throughout the year due to coordination with utilities or unforeseen conditions, such as inclement weather.

The goal of the IMP is to provide the best possible maintenance for the City.

Transportation Systems Management & Operations - If necessary TCI will provide regulatory signage services. Traffic signal, stop and all other regulatory studies are conducted in conjunction with growth of traffic volumes. Traffic signs, signals, and markings are installed in conformance with the Texas Manual on Uniform Traffic Control Devices. Faded, vandalized, or missing signs are replaced as needed. "Call back" service is provided 24 hours a day, 365 days a year for emergency repair of critical regulatory signs. Requests for signage should be called into the City's 311 Call Center.

Storm Water Utility - The Storm Water Utility is housed within the TCI Department. The Storm Water Utility is responsible for drainage services as well as the installation, operation, and maintenance of drainage infrastructure throughout San Antonio.

The Storm Water Utility Fee is intended to cover capital and maintenance expenses associated with drainage projects and fund operational services related to the Municipal Separate Storm Sewer System (MS4) Permit as required by Federal regulations. More information about the storm water rate plan is available at <http://www.sanantonio.gov/TCI/Projects/Storm-Water-Fee>

The storm water utility fee is billed by SAWS on behalf of the City. Services are currently provided by the SAWS, in accordance with the SAWS's approved business plan and as limited by applicable codes, laws, ordinances and special agreements. Storm Water fees will be assessed for the subject property.

Street lighting - The planning of public street lights is coordinated by the City's Development Services Department (DSD). CPS Energy will maintain public street lighting in accordance with Sec. 43.056(b) (6) of the Texas Local Government Code and the City's policies. The City assumes the cost of electricity for public street lights.

F. Operation and Maintenance of Parks, Playgrounds and Swimming Pools -

Maintenance responsibilities for municipally owned parks, playgrounds, and swimming pools are the responsibility of the City. Any proposed or existing privately-owned parks, playgrounds, swimming pools, recreational facilities and common spaces in the Annexation Area are the responsibility of the property owner(s).

G. Operation and Maintenance of Any Other Publicly Owned Facility, Building, or Service - Should the City acquire any other facilities, buildings, or services necessary for municipal services for the Annexation Area, an appropriate City department will provide maintenance services for them.

2. **Additional Services** - Certain services, in addition to the above services, will be provided within the Annexation Area commencing on the effective date of the annexation for full purposes, unless otherwise noted. They are as follows:

A. Code Compliance -The Code Compliance Division of DSD enforces the City codes and regulations to protect the health, safety and general welfare of the community. Current enforcement is provided to the following and is not limited to:

- Vacant dangerous premises and structures,
- Junked vehicles,
- Weeded vacant lots,
- Zoning (Unified Development Code("UDC")),
- Property maintenance,
- Minimum housing, including unsanitary premises,
- Front yard parking,
- Alley and right-of-way violations,
- Monthly inspections of salvage/junk yards,
- Monitoring and enforcing materials received at salvage/junk yards, and
- Enforcement of garage sale permits
- The Code and ordinances enforced by DSD are subject to changes by the City Council

B. Building and Other Permits - Incomplete construction must obtain building permits from DSD in accordance with the City codes. Incomplete construction implies that final inspections have not been conducted and approved. For new commercial construction, incomplete construction indicates approved final inspections for building, mechanical, plumbing, electric, fire, traffic, drainage, sidewalks, irrigation inspections have not been obtained. Other field inspections may be applicable for new commercial construction depending on the specific use and/or location of the project. Any required permits, including, but not limited to, building, trade, and sign permits may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, TX. In addition, as part of the permitting process, applicant will be required to adhere to the City's Tree and Landscape requirements. A one-stop development service counter has been created to assist the public with any development questions that relate to building, planning and TCI issues.

C. Certificate of Occupancy - New and existing businesses must obtain a Certificate

of Occupancy and related inspections required by the City code from DSD and San Antonio Metropolitan Health District. In accordance with the adopted Building Code, no person may occupy a building or a space without first obtaining a Certificate of Occupancy. Certificates of Occupancy may be applied for at the Cliff Morton Development and Business Services Center located at 1901 South Alamo Street, San Antonio, TX.

D. Library Services -The nearest library services to the Annexation Area can be identified through the web address www.mysapl.org/digital.

The San Antonio Public Library locations provide the following services:

- Library materials for adults, young adults and children including books, periodicals, compact disks, DVD, videos, audio books, and electronic books;
- Programming for adults, young adults and children such as regularly scheduled story time;
- Book discussion groups and other topics of interest to the community; and
- Access to the website, databases and other computer programs, is available seven days a week through the web address www.mysapl.org/digital.

Professional staff is available to assist library customers with reference and reader's advisory questions and public meeting room space are available. More information is available at the San Antonio Public Library Website: www.mysapl.org.

E. Health Department Services - The San Antonio Metropolitan Health District (SAMHD) currently provides certain public health services, including dental screening and treatment, communicable disease control, emergency preparedness and response, and health education to persons residing in the Annexation Area through an inter-local agreement with Bexar County-University Health Systems. Upon full purpose annexation the following additional services will become available:

- Investigation of public health related complaints including food borne illness, recreational water quality, and public swimming pools and spas, and investigation of toxic exposures;
- Permitting and routine sanitation inspections of food establishments, schools, day cares, swimming pools and mobile living parks;
- Enforcement of the City's smoking ordinance in public places;
- Investigation of reported elevated Blood Lead Levels (BLL) in children;

- Access to community health clinics; and
- Medical Assistance Program benefits

SAMHD will provide additional services for oversight of day care centers, semi-public swimming pools, air quality permits and livestock issues.

F. Animal Care Services - The Annexation Area will receive the same level of service as within the City Limits of the City. These services include, but may not be limited to, animal enforcement and control, educational and public outreach, low cost animal related resources such as microchips and spay/neuter services, and community cat program services.

G. Other Services - The City Departments with jurisdiction in the Annexation Area will provide services according to City policy and procedures.

3. Capital Improvements Program - The City will initiate the construction of capital improvements as may be necessary for providing municipal services. The timing for the construction of capital projects that may be necessary for the delivery of municipal services will be done in accordance with the requirements of Subchapter C of Chapter 43, Local Government Code.

Each component of the Capital Improvement Program is subject to the City providing the related service directly. In the event that the related service is provided through a contract service provider, the capital improvement may not be constructed or acquired by the City but may be provided by the contract provider. The City may also lease buildings in lieu of construction of any necessary buildings.

A. Police Protection - No capital improvements are necessary at this time to provide police services.

B. Fire Protection - No capital improvements are necessary at this time to provide fire services.

C. Emergency Medical Service - No capital improvements are necessary at this time to provide EMS services.

D. Solid Waste Collection - No capital improvements are necessary at this time to provide solid waste collection services.

E. Roads and Streets - No newly constructed road or street related capital

improvements are necessary at this time to provide services. The City will assume maintenance responsibilities for all public streets.

F. Parks, Playgrounds and Swimming Pools - No capital improvements are necessary at this time to provide parks and recreation services.

G. Library Services - No capital improvements are necessary at this time.

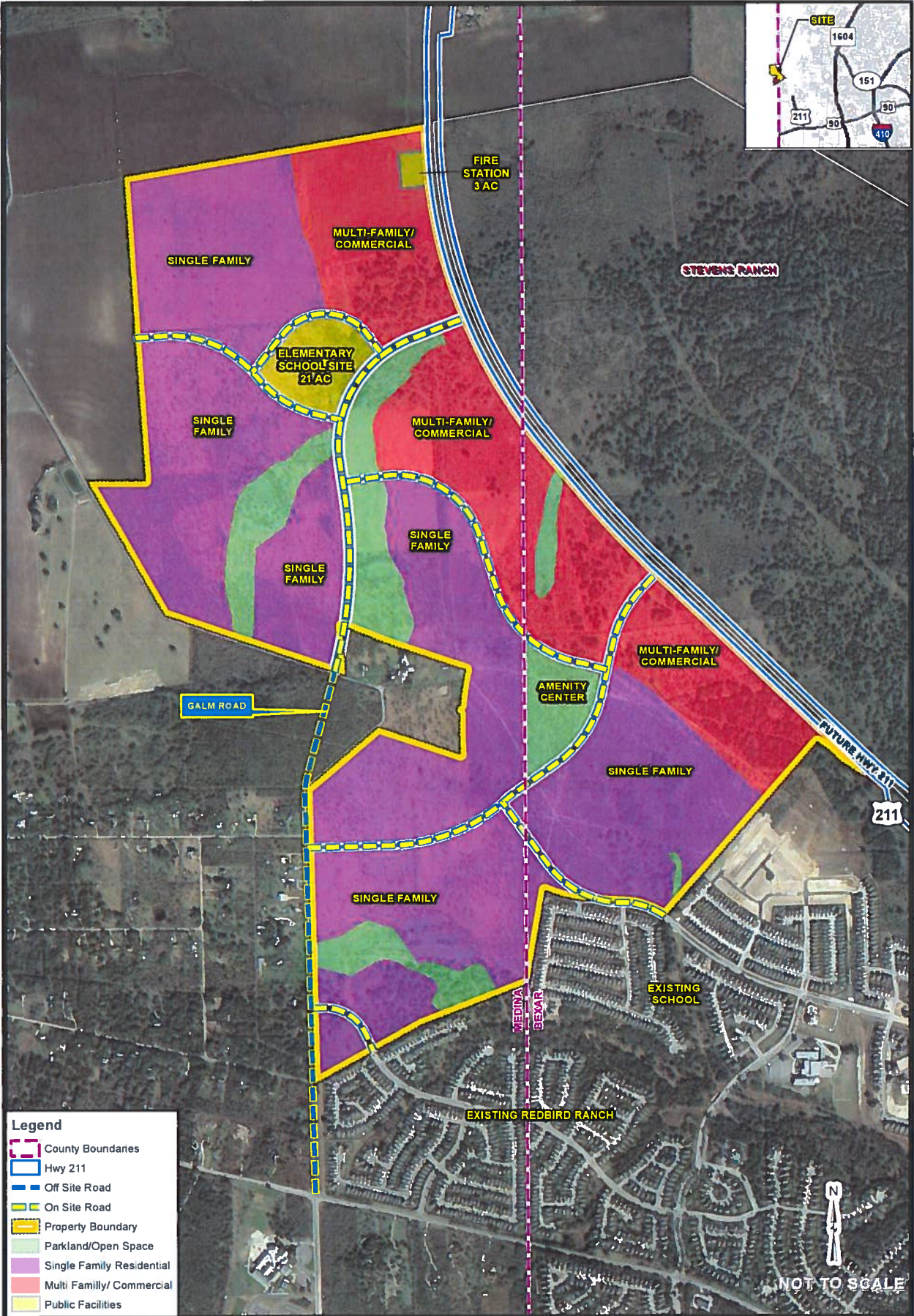
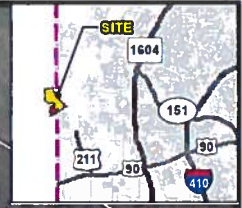
H. Capital Improvements Planning - The Annexation Area will be included with other territory within the municipality in connection with planning for new or expanded facilities and/or services. All other capital improvements will be considered through the 6-Year Capital Budget that represents the City's long-range physical infrastructure development and improve plan. Major funding sources are General Obligation Bonds, Certificates of Obligation, Storm Water Revenue Bonds, and Community Development Block Grants as applicable. Capital projects are placed in inventory by the City Council representative through input from community and neighborhood associations, other public processes, and comprehensive planning processes.

I. This Article in no way prohibits the City from amending any or modifying any of the above programs or services in accordance with the police, legislative and regulatory power of the City. Any such changes in services that apply to all properties for which the above services are provided shall apply to all property annexed pursuant to this Agreement.

EXHIBIT F

GENERAL LOCATION OF DONATED PROPERTY

C:\Users\eparty\OneDrive\Documents\181801\1\02\03\001\02\02\Development Exhibit.mxd



	County Boundaries
	Hwy 211
	Off Site Road
	On Site Road
	Property Boundary
	Parkland/Open Space
	Single Family Residential
	Multi Family/ Commercial
	Public Facilities

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

THE SUMMIT AT REDBIRD RANCH

DEVELOPMENT EXHIBIT

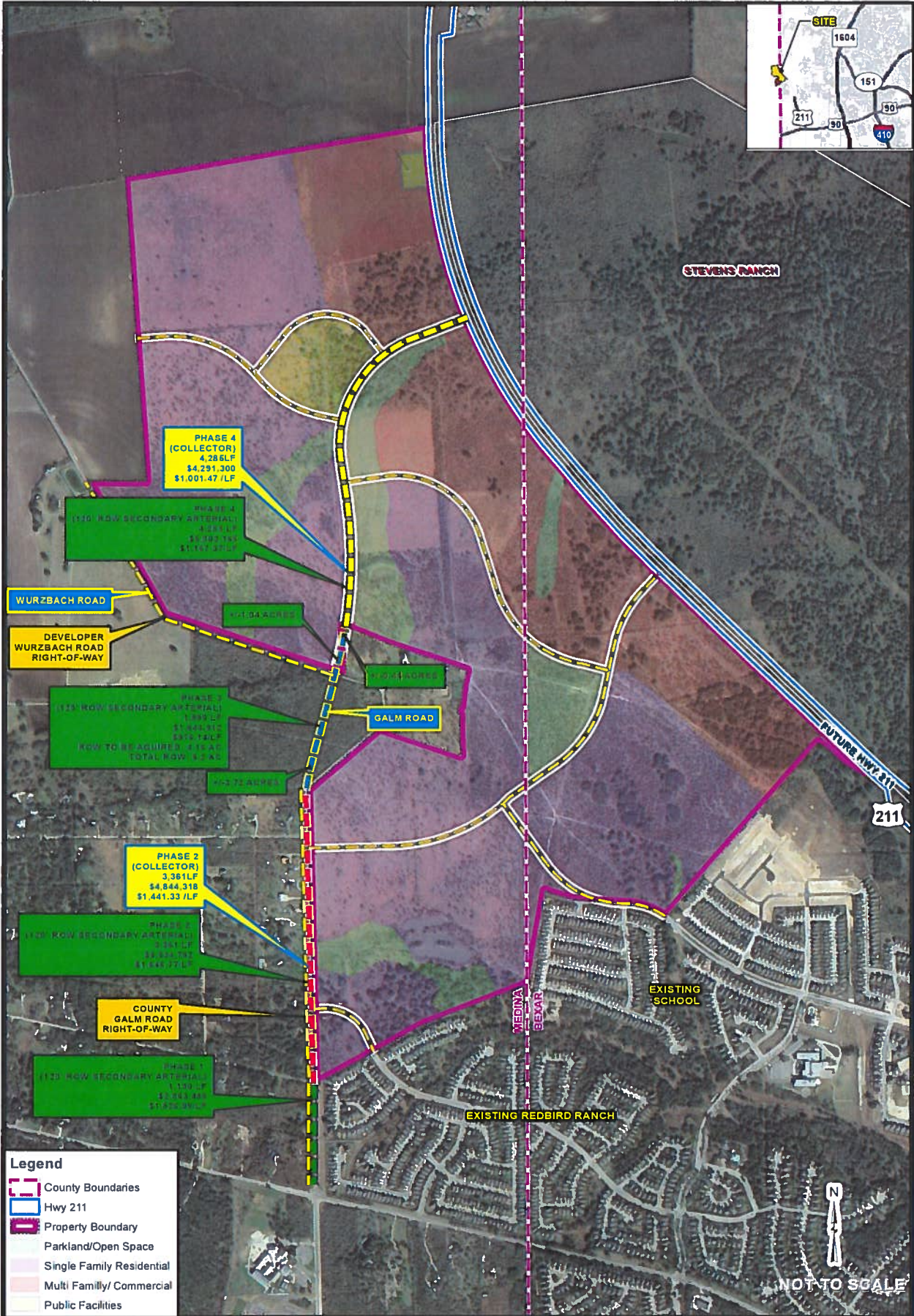
PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 HWY LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9050
 TBP# FIRM REGISTRATION MAPS | TBP# FIRM REGISTRATION #1002880

EXHIBIT G

GALM ROAD LOCATION MAP

THIS DOCUMENT IS THE PROPERTY OF PAPE-DAWSON ENGINEERS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT WITHOUT THE WRITTEN CONSENT OF PAPE-DAWSON ENGINEERS IS STRICTLY PROHIBITED.



Legend	
	County Boundaries
	Hwy 211
	Property Boundary
	Parkland/Open Space
	Single Family Residential
	Multi Family/ Commercial
	Public Facilities

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

THE SUMMIT AT REDBIRD RANCH

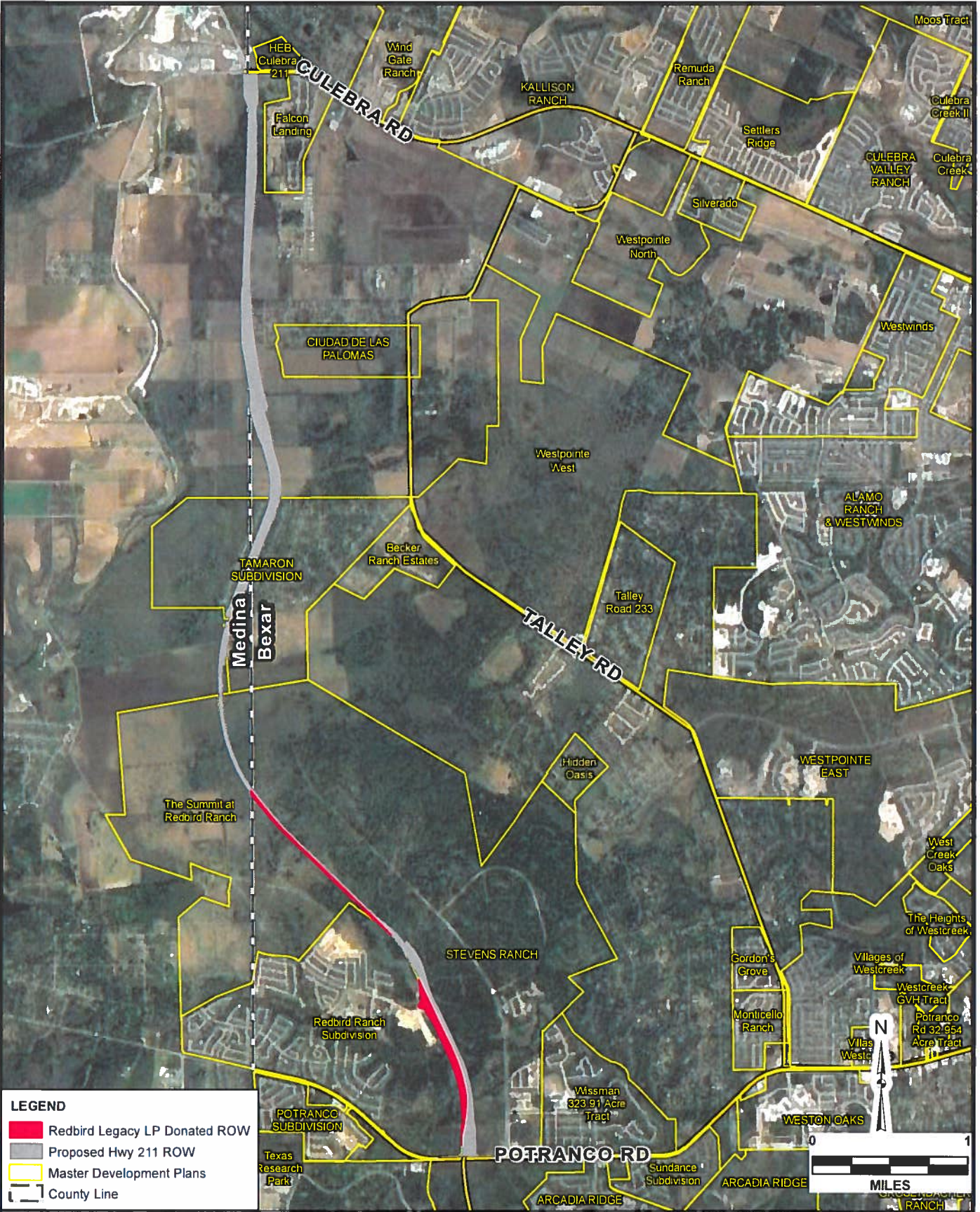
GALM RD EXHIBIT



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 INV LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TPE: FIRM REGISTRATION #470 | TPE/LP: FIRM REGISTRATION #1022600

EXHIBIT H

HIGHWAY 211 RIGHT-OF-WAY DEDICATION PROPERTY



LEGEND

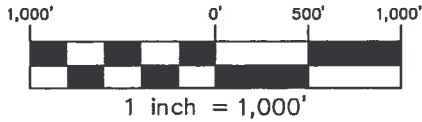
- Redbird Legacy LP Donated ROW
- Proposed Hwy 211 ROW
- Master Development Plans
- County Line

JOB NO.	0000-00
DATE	Oct 2019
DESIGNER	CCT
CHECKED	CCT
DRAWN	EP
SHEET	1

PROPOSED HWY 211 ROW EXHIBIT

**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 #10028800



NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

PARENT TRACT
 30.555 ACRE REMAINING
 PORTION OF 31.00 ACRES
 RED BIRD LEGACY RANCH, L.P.
 VOLUME 12877, PAGE 2287
 OFFICIAL PUBLIC RECORDS
 OF BEXAR COUNTY, TEXAS

PARENT TRACT	30.555 ACRES
PARCEL 10B (Bexar County)	7.448 ACRES
PARENT TRACT REMAINDER	23.107 ACRES

SHEET 3

SHEET 2

PARCEL 10B



9/9/16



SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78219 | 210.375.9000
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

**7.448 ACRES
 PARCEL 10B
 MEDINA COUNTY, TEXAS**

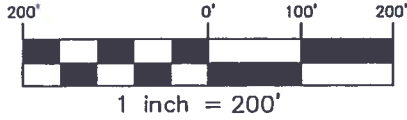
REVISED SEPTEMBER, 2016

SHEET 1 OF 5
 JOB No.: 6626-18

PARCEL 10B 7.448 ACRES

(324,427 SQ. FT.
MORE OR LESS)

MATCH LINE SHEET 3 OF 5



NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996). FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- CB COUNTY BLOCK
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- FOUND TYPE III TxDOT ALUMINUM MONUMENT
- PARCEL BOUNDARY LINE
- R — ADJACENT PROPERTY LINE
- — — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

JUAN P. TALAMANTES
SURVEY 300 1/3
ABSTRACT 1030
CB 4369

POTRANCO LIMITED, L.P.
VOLUME 13532,
PAGE 1607, OPRBC
CALLED 173.56 ACRE TRACT

CUMBERLAND
211, LTD.
VOLUME 12395,
PAGE 1298,
OPRBC
REMAINING
PORTION OF
CALLED 710.6
ACRE TRACT

R=2,260.15'
Delta=12°18'21"
CB=N04°47'04"E
CD=484.50'
L=485.43'

RED BIRD LEGACY
RANCH, L.P.
30.555 ACRE
REMAINING PORTION
OF 31.00 ACRES
VOLUME 12877,
PAGE 2287, OPRBC

JOSE MUSQUIZ
SURVEY NO. 300 3/4
ABSTRACT NO. 1149
CB 4368

N42°21'35"E
173.60'

S88°37'45"W
370.00'

P.O.B. F.M. 1957
(POTRANCO ROAD)
VARIABLE WIDTH RIGHT-OF-WAY

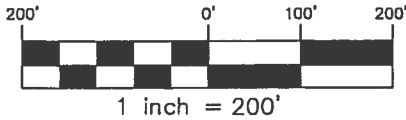
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SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

REVISED SEPTEMBER, 2016

SHEET 2 OF 5
JOB No.: 6626-18



NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- CB COUNTY BLOCK
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- FOUND TYPE III TxDOT ALUMINUM MONUMENT
- PARCEL BOUNDARY LINE
- P — ADJACENT PROPERTY LINE
- — — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

JOSE MUSQUIZ SURVEY
 NO. 300 3/4 ABSTRACT
 NO. 1149
 CB 4368

CUMBERLAND 211, LTD.
 VOLUME 12395, PAGE 1298, OPRBC
 REMAINING PORTION OF CALLED 710.6 ACRE TRACT

RED BIRD LEGACY RANCH, L.P.
 30.555 ACRE REMAINING PORTION OF 31.00 ACRES
 VOLUME 12877, PAGE 2287, OPRBC

POTRANCO LIMITED, L.P.
 VOLUME 13532, PAGE 1607, OPRBC
 CALLED 173.56 ACRE TRACT

R=3,835.00'
 Delta=15°22'16"
 CB=N03°15'07"E
 CD=1,025.75'
 L=1,028.83'

R=5,729.56'
 Delta=08°25'06"
 CB=S05°34'39"E
 CD=841.06'
 L=841.82'

PARCEL 10B
7.448 ACRES
 (324,427 SQ. FT. MORE OR LESS)

RADIAL BEARING
 S80°12'48"W

FOUND 80D NAIL

MATCH LINE SHEET 2 OF 5

Date: Sep 08, 2016, 11:37am User ID: SSabin
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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

REVISED SEPTEMBER, 2016

SHEET 3 OF 5
 JOB No.: 6626-18



METES AND BOUNDS DESCRIPTION FOR
PARCEL 10B

A 7.448 acre, or 324,427 square feet more or less, tract of land out of a 30.555 acre remaining portion of a 31.00 acre tract of land conveyed to Red Bird Legacy Ranch, LP as described in a deed recorded in Volume 12877, Page 2287 of the Official Public Records of Bexar County, Texas, out of the Jose Musquiz, Survey No. 300 $\frac{3}{4}$, Abstract No. 1149, County Block 4368, and the Juan P. Talamantes, Survey No. 300 $\frac{1}{3}$, Abstract No. 1030, County Block 4369, in Bexar County, Texas. Said 7.448 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found Type III TxDOT aluminum monument, in the north right-of-way line of F.M. 1957 (Potranco Road), a variable width right-of-way, the west line of said 31.00 acre tract, the east line of a called 173.56 acre tract of land described in a deed recorded in Volume 13532, Page 1607, of the Official Public Records of Bexar County, Texas;

THENCE: departing the north right-of-way line of said F.M. 1957, along and with the common line between said 173.56 acre tract and said 31.00 acre tract, the following bearings and distances:

- (1) North 42°21'35" East, a distance of 173.60 feet to a found Type III TxDOT aluminum monument, and
- (2) North 01°22'06" West, a distance of 267.99 feet to a set $\frac{1}{2}$ inch iron rod with yellow cap marked "Pape-Dawson" at a point of curvature;

THENCE: Departing said common line, over and across said 31.00 acre tract, the following bearings and distances:

- (3) Along a tangent curve to the right, said curve having a radius of 2260.15 feet, a central angle of 12°18'21", a chord bearing and distance of North 04°47'04" East, 484.50 feet, for an arc length of 485.43 feet to a set $\frac{1}{2}$ inch iron rod with yellow cap marked "Pape-Dawson",
- (4) North 10°56'15" East a distance of 251.01 feet a set $\frac{1}{2}$ inch iron rod with yellow cap marked "Pape-Dawson" at a point of curvature, and

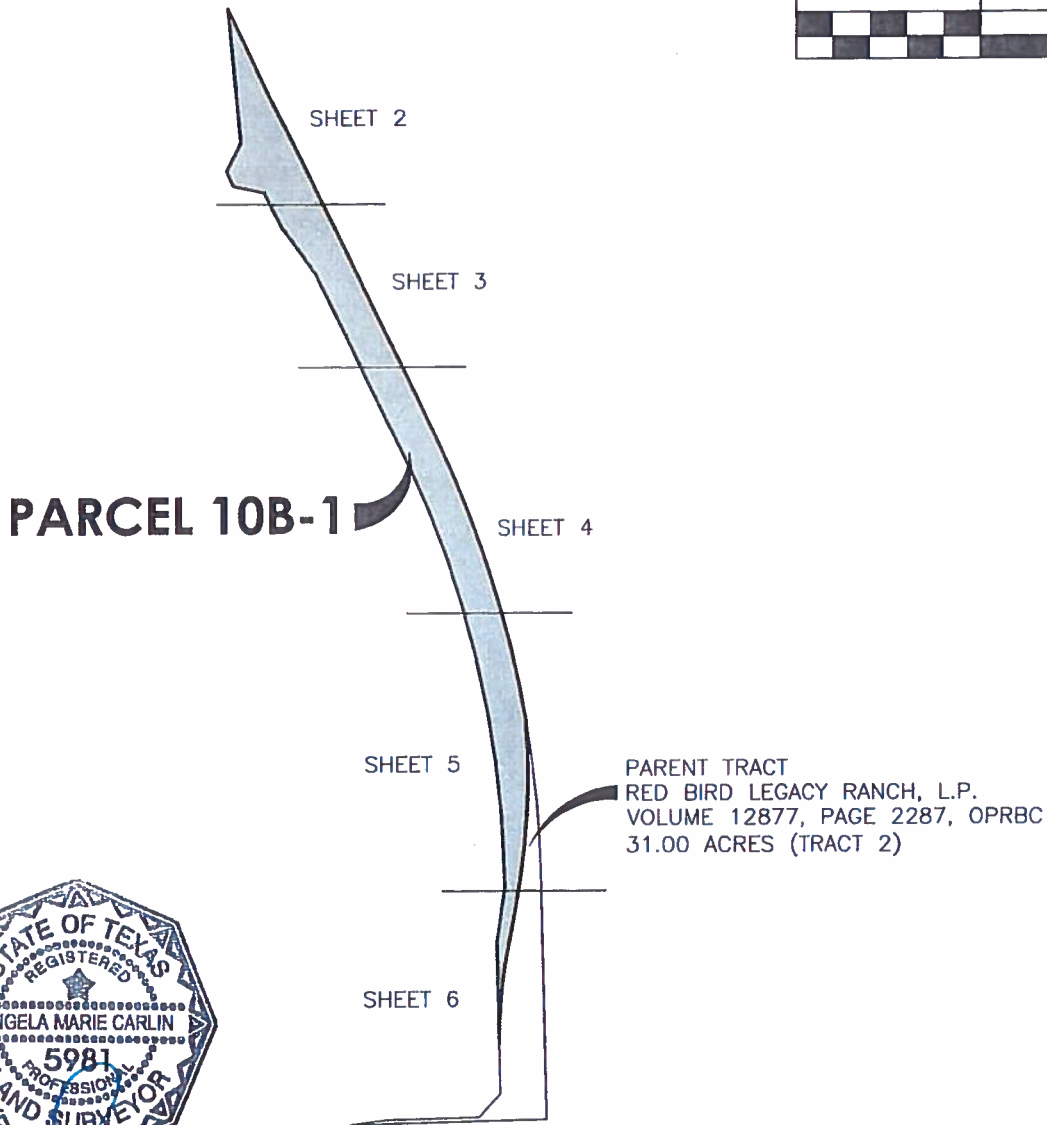
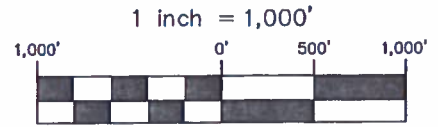
- (5) Northerly, along a tangent curve to the left, said curve having a radius of 3835.00 feet, a central angle of $15^{\circ}22'16''$, a chord bearing and distance of North $03^{\circ}15'07''$ East, 1025.75 feet, for an arc length of 1028.83 feet to a set $\frac{1}{2}$ inch iron rod with yellow cap marked "Pape-Dawson" at a point of curvature on the common line between said 31.00 acre tract and a 710.6 acre tract of land described in a deed recorded in Volume 12395, Page 1298, of the Official Public Records of Bexar County, Texas;
- (6) THENCE: Southerly, along and with said common line, along a non-tangent curve to the right, said curve having a radial bearing of South $80^{\circ}12'48''$ West, a radius of 5729.56 feet, a central angle of $08^{\circ}25'06''$, a chord bearing and distance of South $05^{\circ}34'39''$ East, 841.06 feet, for an arc length of 841.82 feet to a found 80D nail,
- (7) THENCE: Continuing along and with said common line, South $01^{\circ}22'06''$ East, a distance of 1304.22 feet to a found $\frac{1}{2}$ inch iron rod with yellow cap marked "Pape-Dawson" on the north right-of-way line of said F.M. 1957;
- (8) THENCE: S $88^{\circ}37'45''$ W, departing said common line, along and with the north right-of-way line of said F.M. 1957, a distance of 370.00 feet to the POINT OF BEGINNING, and containing 7.448 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey drawing prepared under job number 6626-18 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 24, 2014 revised September 8, 2016
JOB NO. 6626-18
DOC. ID. N:\CIVIL\6626-18\PARCELS\10B\PARCEL 10B FN R1.docx



NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



Signature . 8/11/16

**23.128 ACRES
PARCEL 10B-1
BEXAR COUNTY, TEXAS**



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

AUGUST 10, 2016

SHEET 1 OF 10
JOB No.: 6626-18

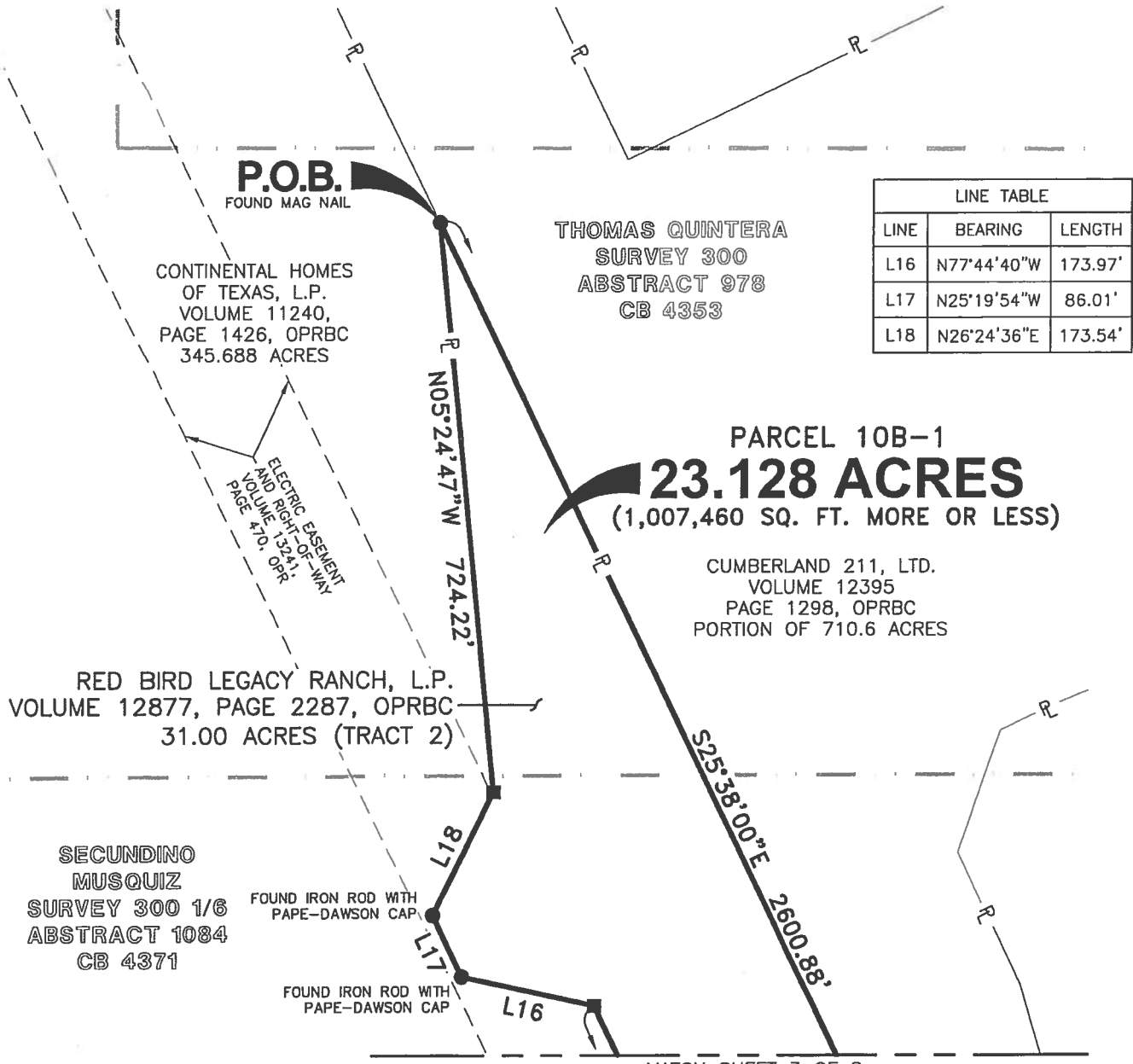
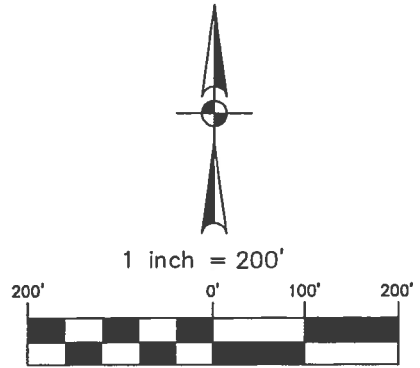
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NOTES:

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- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS COUNTY BLOCK
- CB FOUND TYPE III TxDOT ALUMINUM MONUMENT
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- R — ADJACENT PROPERTY LINE
- - - APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE



LINE TABLE		
LINE	BEARING	LENGTH
L16	N77°44'40"W	173.97'
L17	N25°19'54"W	86.01'
L18	N26°24'36"E	173.54'

PARCEL 10B-1
23.128 ACRES
 (1,007,460 SQ. FT. MORE OR LESS)

CUMBERLAND 211, LTD.
 VOLUME 12395
 PAGE 1298, OPRBC
 PORTION OF 710.6 ACRES

RED BIRD LEGACY RANCH, L.P.
 VOLUME 12877, PAGE 2287, OPRBC
 31.00 ACRES (TRACT 2)

SECUNDINO MUSQUIZ
 SURVEY 300 1/6
 ABSTRACT 1084
 CB 4371

CONTINENTAL HOMES OF TEXAS, L.P.
 VOLUME 11240,
 PAGE 1426, OPRBC
 345.688 ACRES

ELECTRIC EASEMENT
 AND RIGHT-OF-WAY
 VOLUME 13211,
 PAGE 470, OPR

FOUND IRON ROD WITH
 PAPE-DAWSON CAP

FOUND IRON ROD WITH
 PAPE-DAWSON CAP

MATCH SHEET 3 OF 8



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

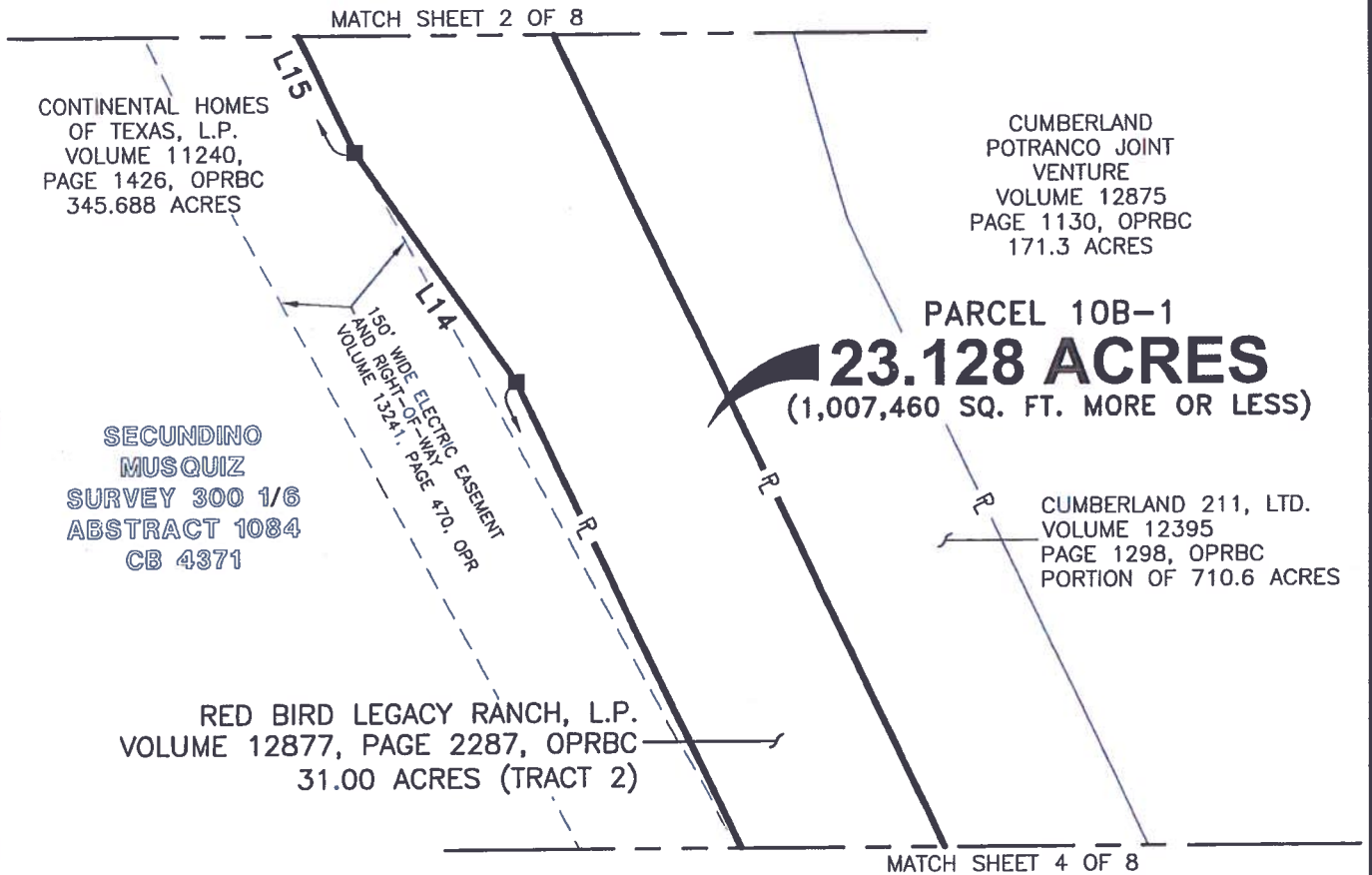
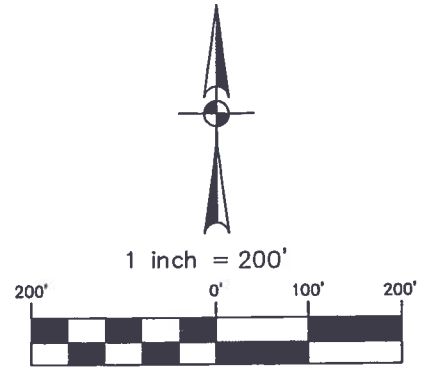
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NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
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LEGEND:

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- CB FOUND TYPE III TxDOT ALUMINUM MONUMENT
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- R — ADJACENT PROPERTY LINE
- - - APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE



PARCEL 10B-1
23.128 ACRES
 (1,007,460 SQ. FT. MORE OR LESS)

LINE TABLE		
LINE	BEARING	LENGTH
L14	N35°06'27"W	304.29'
L15	N25°39'37"W	209.87'



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

Date: Aug 11, 2016, 2:14pm User ID: SSabin File: N:\CIVIL\6626-18\PARCELS\10B-1\6626-18 PARCEL 10B-1.dwg

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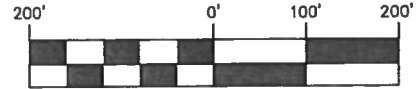
- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

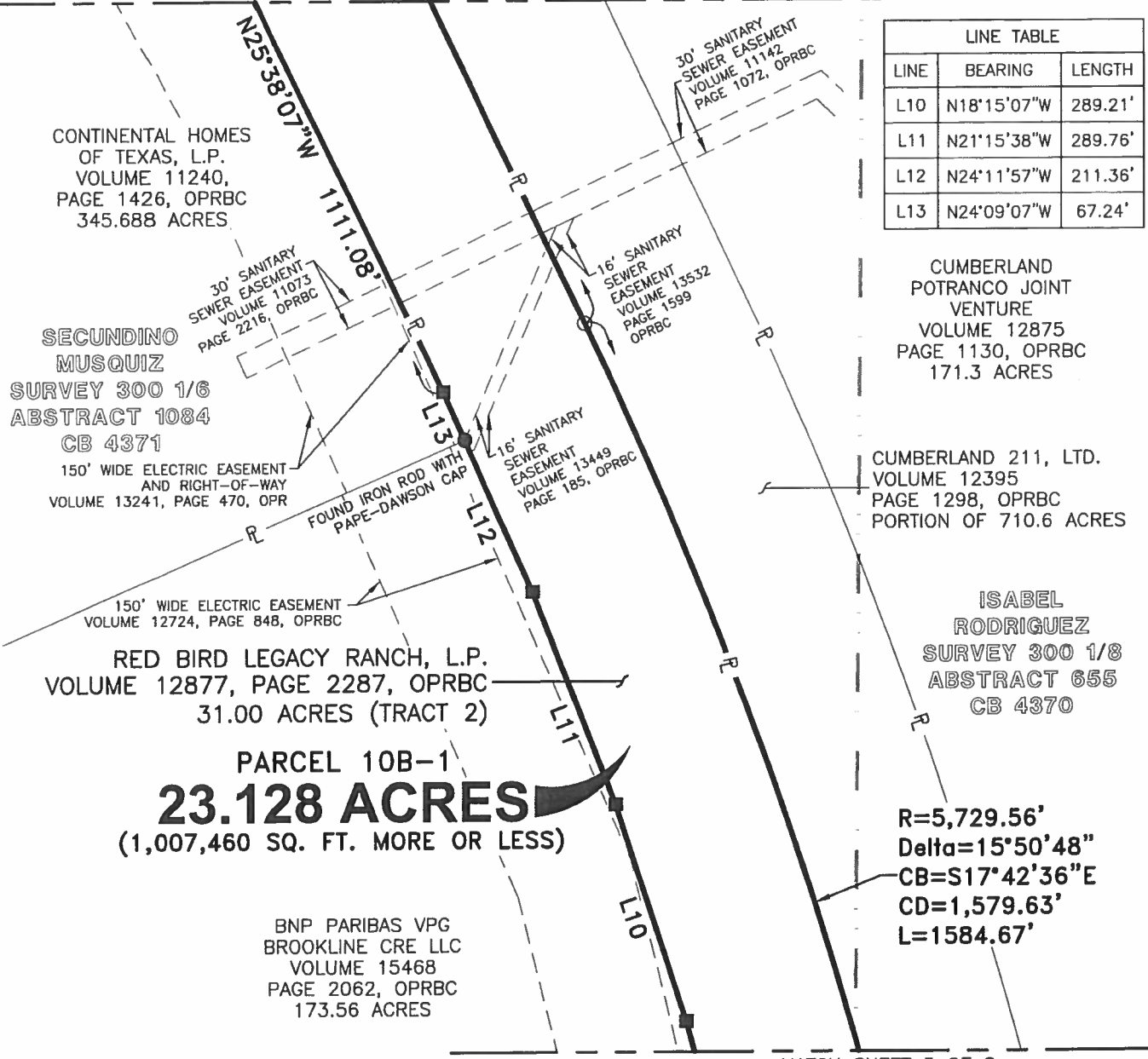
- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS COUNTY BLOCK
- CB
- FOUND TYPE III TxDOT ALUMINUM MONUMENT
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- R — ADJACENT PROPERTY LINE
- - - APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE



1 inch = 200'



MATCH SHEET 3 OF 8



LINE TABLE		
LINE	BEARING	LENGTH
L10	N18°15'07"W	289.21'
L11	N21°15'38"W	289.76'
L12	N24°11'57"W	211.36'
L13	N24°09'07"W	67.24'

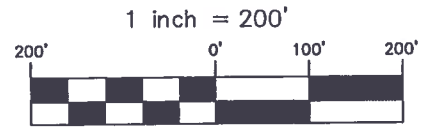


SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
 TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

Date: Aug 11, 2016, 2:06pm User ID: SSabin File: N:\CIVIL\6626-18\PARCELS\10B-1\6626-18 PARCEL 10B-1.dwg

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



MATCH SHEET 4 OF 8

BNP PARIBAS VPG
BROOKLINE CRE LLC
VOLUME 15468
PAGE 2062, OPRBC
173.56 ACRES

JUAN P. TALAMANTES
SURVEY 300 1/3
ABSTRACT 1030
CB 4369

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS COUNTY BLOCK
- CB FOUND TYPE III TxDOT ALUMINUM MONUMENT
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- R- ADJACENT PROPERTY LINE
- - - APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

CUMBERLAND
POTRANCO JOINT
VENTURE
VOLUME 12875
PAGE 1130, OPRBC
171.3 ACRES

JOSE MUSQUIZ
SURVEY NO. 300 3/4
ABSTRACT 1149
CB 4368

CUMBERLAND 211, LTD.
VOLUME 12395
PAGE 1298, OPRBC
PORTION OF 710.6 ACRES

RED BIRD
LEGACY RANCH, L.P.
VOLUME 12877
PAGE 2287, OPRBC
31.00 ACRES (TRACT 2)

PARCEL 10B-1
23.128 ACRES
(1,007,460 SQ. FT. MORE OR LESS)

R=5,729.56'
Delta=8°25'06"
CB=S05°34'39"E
CD=841.06'
L=841.82'

RADIAL BEARING
S85°33'59"W

FD. 80D NAIL

MATCH SHEET 6 OF 8

LINE TABLE		
LINE	BEARING	LENGTH
L4	N01°14'56"W	61.93'
L5	N03°03'17"W	326.13'
L6	N06°14'39"W	289.34'
L7	N09°17'18"W	289.59'
L8	N12°15'13"W	289.49'
L9	N15°13'32"W	289.93'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	3835.00'	15°22'16"	S03°15'07"W	1,025.75'	1028.83'



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

AUGUST 10, 2016

SHEET 5 OF 10
JOB No.: 6626-18

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS COUNTY BLOCK
- CB FOUND TYPE III TxDOT ALUMINUM MONUMENT FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- P — ADJACENT PROPERTY LINE
- - - APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE



1 inch = 200'



MATCH SHEET 5 OF 8

JUAN P. TALAMANTES
SURVEY 300 1/3
ABSTRACT 1030
CB 4369

RED BIRD
LEGACY RANCH, L.P.
VOLUME 12877
PAGE 2287, OPRBC
31.00 ACRES (TRACT 2)

BNP PARIBAS VPG
BROOKLINE CRE LLC
VOLUME 15468
PAGE 2062, OPRBC
173.56 ACRES

LINE TABLE		
LINE	BEARING	LENGTH
L1	S10°56'15"W	251.01'
L2	N01°22'06"W	548.98'
L3	N08°02'16"E	303.80'
L19	S01°22'06"E	267.99'

150' WIDE ELECTRIC EASEMENT
VOLUME 12724, PAGE 848, OPRBC

PARCEL 10B-1

23.128 ACRES
(1,007,460 SQ. FT. MORE OR LESS)

R=2,260.15'
Delta=12°18'21"
CB=S04°47'04"W
CD=484.50'
L=485.43'

CUMBERLAND
POTRANCO JOINT
VENTURE
VOLUME 12875
PAGE 1130, OPRBC
171.3 ACRES

JOSE MUSQUIZ
SURVEY NO. 300 3/4
ABSTRACT 1149
CB 4368

CUMBERLAND
211, LTD.
VOLUME 12395
PAGE 1298,
OPRBC
PORTION OF
710.6 ACRES

F.M. 1957
(POTRANCO ROAD)
VARIABLE WIDTH RIGHT-OF-WAY



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TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028800

AUGUST 10, 2016

SHEET 6 OF 10
JOB No.: 6626-18



METES AND BOUNDS DESCRIPTION FOR
PARCEL 10B-1

A 23.128 acre, or 1,007,460 square feet more or less, tract of land out of a 31.00 acre tract of land conveyed to Red Bird Legacy Ranch, L.P. and described as "Tract 2" in a deed recorded in Volume 12877, Page 2287 of the Official Public Records of Bexar County, Texas, situated in the Thomas Quintera Survey No. 300, Abstract 978, County Block 4353, the Secundino Musquiz Survey No. 300 1/6, Abstract 1084, County Block 4371, the Isabel Rodriguez Survey No. 300 1/8, Abstract 655, County Block 4370, the Juan P. Talamantes Survey No. 300 1/3, Abstract 1030, County Block 4369, and the Jose Musquiz Survey No. 300 3/4, Abstract 1149, County Block 4368, all in Bexar County, Texas. Said 23.128 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 (CORS 1996);

BEGINNING: At a found MAG nail at an angle point in the east line of a 345.688 acre tract of land conveyed to Continental Homes of Texas, L.P. and described in a deed recorded in Volume 11240, Page 1426 of the Official Public Records of Bexar County, Texas, the west line of a 710.6 acre tract of land conveyed to Cumberland 211, Ltd. and described in a deed recorded in Volume 12395, Page 1298 of the Official Public Records of Bexar County, Texas, at the north corner of said 31.00 acre tract;

THENCE: Along and with the common line between said 31.00 acre tract and said 710.6 acre tract, the following courses and distances:

- (1) S 25°38'00" E, a distance of 2600.88 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", and
- (2) Southeasterly along a tangent curve to the right, said curve having a radius of 5729.56 feet, a central angle of 15°50'48", a chord bearing and distance of S 17°42'36" E, 1579.63 feet, for an arc length of 1584.67 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

THENCE: Departing said common line, over and across said 31.00 acre tract, the following courses and distances:

- (3) Southwesterly along a non-tangent curve to the right, said curve having a radial bearing of S 85°33'59" W, a radius of 3835.00 feet, a central angle of 15°22'16", a chord bearing and distance of S 03°15'07" W, 1025.75 feet, for an arc length of 1028.83 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson",
- (4) S 10°56'15" W, a distance of 251.01 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", and
- (5) Southwesterly along a tangent curve to the left, said curve having a radius of 2260.15 feet, a central angle of 12°18'21", a chord bearing and distance of S 04°47'04" W, 484.50 feet, for an arc length of 485.43 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the west line of said 31.00 acre tract, the east line of a 173.56 acre tract of land conveyed to BNP Paribas VPG Brookline CRE, LLC and described in a deed recorded in Volume 15468, Page 2062 of the Official Public Records of Bexar County, Texas, said point being the south corner of herein described tract, from which a found TxDOT (Type III) aluminum monument at an angle point in the common line between said 31.00 acre tract and said 173.56 acre tract, bears S 01°22'06" E, a distance of 267.99 feet;

THENCE: Along and with the common line between said 31.00 acre tract and said 173.56 acre tract, the following courses and distances:

- (6) N 01°22'06" W, a distance of 548.98 feet to a found TxDOT (Type III) aluminum monument,
- (7) N 08°02'16" E, a distance of 303.80 feet to a found TxDOT (Type III) aluminum monument,
- (8) N 01°14'56" W, a distance of 61.93 feet to a found TxDOT (Type III) aluminum monument,
- (9) N 03°03'17" W, a distance of 326.13 feet to a found TxDOT (Type III) aluminum monument,
- (10) N 06°14'39" W, a distance of 289.34 feet to a found TxDOT (Type III) aluminum monument,

- (11) N 09°17'18" W, a distance of 289.59 feet to a found TxDOT (Type III) aluminum monument,
- (12) N 12°15'13" W, a distance of 289.49 feet to a found TxDOT (Type III) aluminum monument,
- (13) N 15°13'32" W, a distance of 289.93 feet to a found TxDOT (Type III) aluminum monument,
- (14) N 18°15'07" W, a distance of 289.21 feet to a found TxDOT (Type III) aluminum monument,
- (15) N 21°15'38" W, a distance of 289.76 feet to a found TxDOT (Type III) aluminum monument, and
- (16) N 24°11'57" W, a distance of 211.36 feet to a found iron rod with cap marked "Pape-Dawson" at the northeast corner of said 173.56 acre tract, the southeast corner of said 345.688 acre tract;

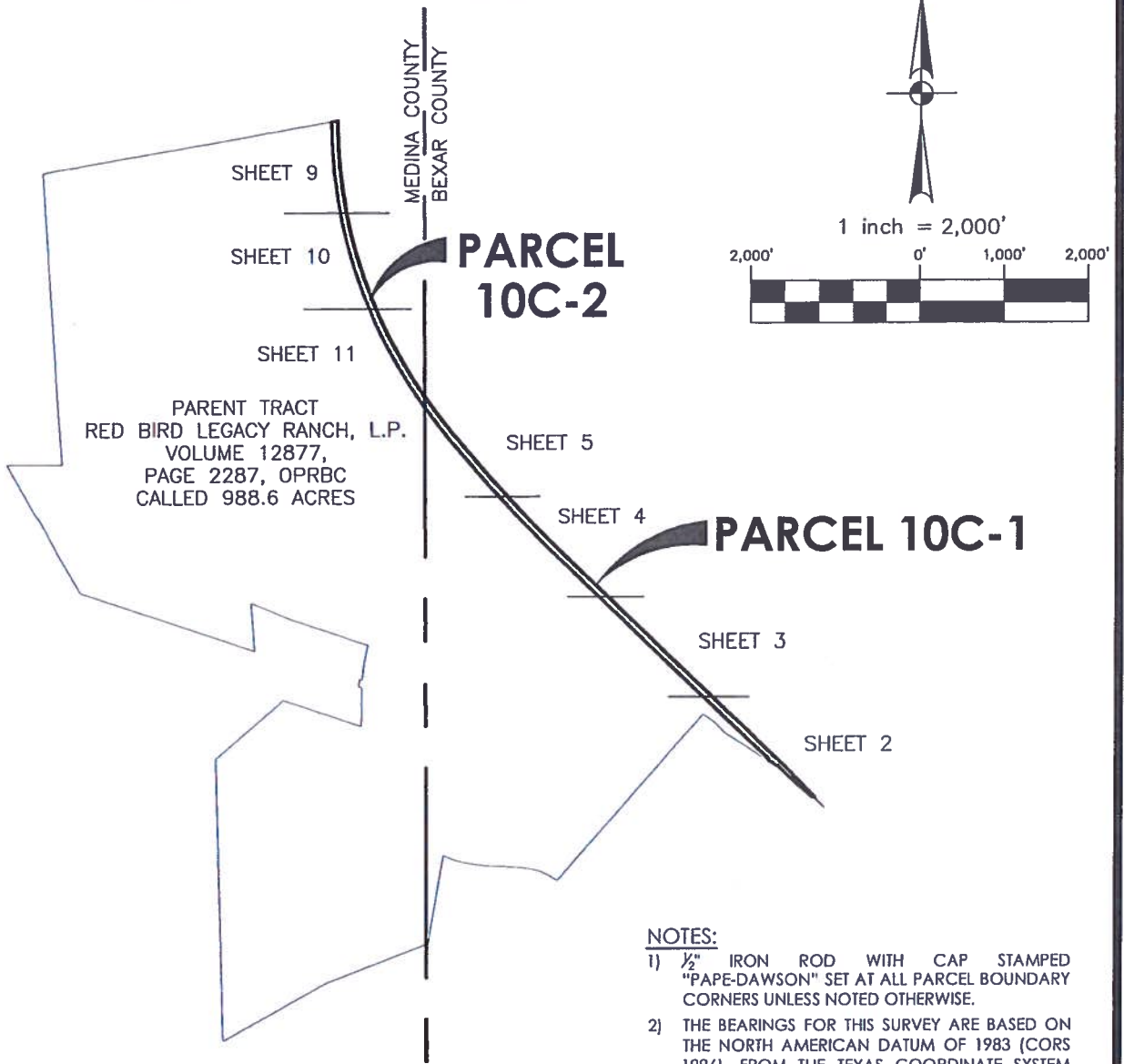
THENCE: Along and with the common line between said 31.00 acre tract and said 345.688 acre tract, the following courses and distances:

- (17) N 24°09'07" W, a distance of 67.24 feet to a found TxDOT (Type III) aluminum monument,
- (18) N 25°38'07" W, a distance of 1111.08 feet to a found TxDOT (Type III) aluminum monument,
- (19) N 35°06'27" W, a distance of 304.29 feet to a found TxDOT (Type III) aluminum monument,
- (20) N 25°39'37" W, a distance of 209.87 feet to a found TxDOT (Type III) aluminum monument,
- (21) N 77°44'40" W, a distance of 173.97 feet to a found TxDOT (Type III) aluminum monument,

- (22) N 25°19'54" W, a distance of 86.01 feet to a found TxDOT (Type III) aluminum monument,
- (23) N 26°24'36" E, a distance of 173.54 feet to a found TxDOT (Type III) aluminum monument, and
- (24) N 05°24'47" W, a distance of 724.22 feet to the POINT OF BEGINNING, and containing 23.128 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 6626-18 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 10, 2016
JOB NO. 6626-18
DOC. ID. N:\CIVIL\6626-18\PARCELS\10B-1\6626-18 PARCEL 10B-1 FN.docx





NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

PARENT TRACT	988.6 ACRES
PARCEL 10C-1 (Bexar County)	10.962 ACRES
PARCEL 10C-2 (Medina County)	6.073 ACRES
PARENT TRACT REMAINDER	971.565 ACRES



Handwritten signature and date: 1/5/17

**18.451 ACRES
PARCEL 10C-1
& PARCEL 10C-2**



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FAX: 210.375.9010

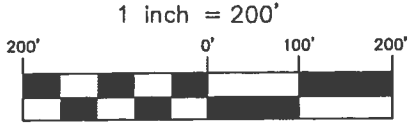
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 1002800

OCTOBER 24, 2014 revised January 5, 2017

SHEET 1 OF 13
JOB No.: 6626-18

MATCH LINE
SHEET 3 OF 13

PARCEL 10C-1
10.962 ACRES
(477,504 SQ. FT. MORE OR LESS)



RED BIRD LEGACY RANCH, L.P.
VOLUME 12877, PAGE 2287, OPRBC
CALLED 988.6 ACRES

CUMBERLAND 211, LTD.
VOLUME 12395, PAGE 1298, OPRBC
REMAINING PORTION OF
CALLED 710.6 ACRE TRACT

**C.C.S.D. &
R.G.N.G.R.R. CO.**
SURVEY 207
ABSTRACT 887
COUNTY BLOCK
4381

$R=5,804.58'$
 $\Delta=3^{\circ}05'53''$
 $CB=N47^{\circ}55'02''W$
 $CD=313.83'$
 $L=313.87'$

$N11^{\circ}24'06''W$ 29.10'

$N57^{\circ}33'33''W$ 143.69'
FOUND TXDOT (TYPE III) MONUMENT

FOUND 80D NAIL
 $R=11,459.23'$
 $\Delta=3^{\circ}08'29''$
 $CB=S43^{\circ}13'39''E$
 $CD=628.20'$
 $L=628.28'$

ROBERTO CARASCO
SURVEY 101
ABSTRACT 1195
COUNTY BLOCK 4376

CONTINENTAL HOMES
OF TEXAS, L.P.
VOLUME 11240,
PAGE 1426, OPRBC
CALLED 345.688 ACRE TRACT

RADIAL BEARING
 $N40^{\circ}32'01''E$

RADIAL BEARING
 $S45^{\circ}12'07''W$
 $N47^{\circ}59'48''W$ 735.02'

RED BIRD LEGACY RANCH, L.P.
VOLUME 12877, PAGE 2287, OPRBC
CALLED 988.6 ACRES

P.O.B.
FOUND TXDOT (TYPE III) MONUMENT

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPRMC DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- P — ADJACENT PROPERTY LINE
- APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

PARCEL 10C-1

A 10.962 ACRE, OR 477,504 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING A PORTION OF A 988.6 ACRE TRACT DESCRIBED IN CONVEYANCE TO RED BIRD LEGACY RANCH, LP IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 12877, PAGE 2287 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ROBERTO CARASCO SURVEY NO. 101, ABSTRACT 1195, COUNTY BLOCK 4376, THE C.C.S.D. & R.G.N.G.R.R. CO. SURVEY NO. 207, ABSTRACT 887, COUNTY BLOCK 4381, THE LOUIS BRAUN SURVEY NO. 34 1/2, ABSTRACT 1277, COUNTY BLOCK 4380, AND THE JOHN FITZGERALD SURVEY NO. 33, ABSTRACT 1290, COUNTY BLOCK 4402 IN BEXAR COUNTY, TEXAS.



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FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 1002800

OCTOBER 24, 2014 revised January 5, 2017

SHEET 2 OF 13

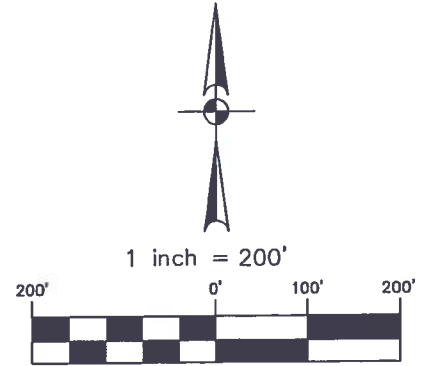
JOB No.: 6626-18

Date: Jan 05, 2017, 11:28am User ID: SScabin File: N:\CIVIL\6626-18\PARCELS\10C-1\6626-18 PARCEL 10C-1.dwg

MATCH LINE
SHEET 4 OF 13

PARCEL 10C-1
10.962 ACRES
(477,504 SQ. FT. MORE OR LESS)

C.C.S.D. &
R.G.N.G.R.R. CO.
SURVEY 207
ABSTRACT 887
COUNTY BLOCK
4381



N46°22'06"W 3329.93'

S46°22'06"E 3862.87'

CUMBERLAND 211, LTD.
VOLUME 12395, PAGE 1298, OPRBC
REMAINING PORTION OF
CALLED 710.6 ACRE TRACT

RED BIRD LEGACY RANCH, L.P.
VOLUME 12877, PAGE 2287, OPRBC
CALLED 988.6 ACRES

MATCH LINE
SHEET 2 OF 13

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPRMC DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- P— PARCEL BOUNDARY LINE
- R— ADJACENT PROPERTY LINE
- — — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

PARCEL 10C-1

A 10.962 ACRE, OR 477,504 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING A PORTION OF A 988.6 ACRE TRACT DESCRIBED IN CONVEYANCE TO RED BIRD LEGACY RANCH, LP IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 12877, PAGE 2287 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ROBERTO CARASCO SURVEY NO. 101, ABSTRACT 1195, COUNTY BLOCK 4376, THE C.C.S.D. & R.G.N.G.R.R. CO. SURVEY NO. 207, ABSTRACT 887, COUNTY BLOCK 4381, THE LOUIS BRAUN SURVEY NO. 34 1/2, ABSTRACT 1277, COUNTY BLOCK 4380, AND THE JOHN FITZGERALD SURVEY NO. 33, ABSTRACT 1290, COUNTY BLOCK 4402 IN BEXAR COUNTY, TEXAS.



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FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10028800

OCTOBER 24, 2014 revised January 5, 2017

SHEET 3 OF 13

JOB No.: 6626-18

Date: Jan 05, 2017, 11:28am User ID: SSabin
File: N:\CIVIL\6626-18\PARCELS\10C-1\6626-18 PARCEL 10C-1.dwg

MATCH LINE
SHEET 5 OF 13

R=11,459.23'
Delta=6°00'09"
CB=S43°22'01"E
CD=1,199.98'
L=1200.53'

R=11,534.16'
Delta=5°44'13"
CB=N43°14'03"W
CD=1,154.42'
L=1154.90'

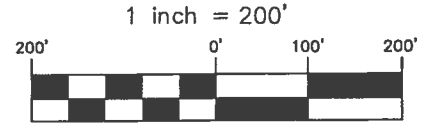
RED BIRD LEGACY RANCH, L.P.
VOLUME 12877, PAGE 2287, OPRBC
CALLED 988.6 ACRES

CUMBERLAND 211, LTD.
VOLUME 12395, PAGE 1298, OPRBC
REMAINING PORTION OF
CALLED 710.6 ACRE TRACT

RADIAL BEARING
N43°53'50"E

FOUND 80D NAIL

PARCEL 10C-1
10.962 ACRES
(477,504 SQ. FT. MORE OR LESS)



C.C.S.D. &
R.G.N.G.R.R. CO.
SURVEY 207
ABSTRACT 887
COUNTY BLOCK
4381

LOUIS BRAUN
SURVEY 34 1/2
ABSTRACT 1277
COUNTY BLOCK 4380

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPRMC DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- P — ADJACENT PROPERTY LINE
- — — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

PARCEL 10C-1

A 10.962 ACRE, OR 477,504 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING A PORTION OF A 988.6 ACRE TRACT DESCRIBED IN CONVEYANCE TO RED BIRD LEGACY RANCH, LP IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 12877, PAGE 2287 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ROBERTO CARASCO SURVEY NO. 101, ABSTRACT 1195, COUNTY BLOCK 4376, THE C.C.S.D. & R.G.N.G.R.R. CO. SURVEY NO. 207, ABSTRACT 887, COUNTY BLOCK 4381, THE LOUIS BRAUN SURVEY NO. 34 1/2, ABSTRACT 1277, COUNTY BLOCK 4380, AND THE JOHN FITZGERALD SURVEY NO. 33, ABSTRACT 1290, COUNTY BLOCK 4402 IN BEXAR COUNTY, TEXAS.

MATCH LINE
SHEET 3 OF 13



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FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10028600

OCTOBER 24, 2014 revised January 5, 2017

SHEET 4 OF 13

JOB No.: 6626-18

Date: Jan 05, 2017, 11:28am User ID: SSabin
File: N:\CIVIL\6626-18\PARCELS\10C-1\6626-18 PARCEL 10C-1.dwg

N00°16'07"W
130.25'

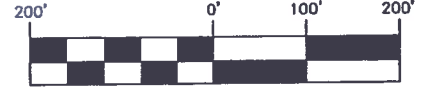
FOUND CONCRETE COUNTY
LINE MARKER 14
N00°16'07"W
85.54'

RADIAL BEARING
N55°04'34"E

JOHN FITZGERALD
SURVEY 33
ABSTRACT 1290
C.B. 4402



1 inch = 200'



R=5,729.58'
Delta=5°26'38"
CB=S37°38'45"E
CD=544.17'
L=544.38'

R=5,804.58'
Delta=4°23'51"
CB=N38°10'01"W
CD=445.40'
L=445.51'

FOUND 1/2" IRON ROD

PARCEL 10C-1
10.962 ACRES
(477,504 SQ. FT. MORE OR LESS)

CUMBERLAND 211, LTD.
VOLUME 12395, PAGE 1298, OPRBC
REMAINING PORTION OF
CALLED 710.6 ACRE TRACT

MEDINA COUNTY
BEXAR COUNTY

S40°21'30"E 612.62'
N40°21'57"W 611.90'

RADIAL BEARING
N49°38'03"E

RED BIRD LEGACY RANCH, L.P.
VOLUME 12877, PAGE 2287, OPRBC
CALLED 988.6 ACRES

LOUIS BRAUN
SURVEY 34 1/2
ABSTRACT 1277
COUNTY BLOCK 4380

MATCH LINE SHEET 4 OF 13

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPRMC DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- R — ADJACENT PROPERTY LINE
- | — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

PARCEL 10C-1

A 10.962 ACRE, OR 477,504 SQUARE FEET MORE OR LESS, TRACT OF LAND, BEING A PORTION OF A 988.6 ACRE TRACT DESCRIBED IN CONVEYANCE TO RED BIRD LEGACY RANCH, LP IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 12877, PAGE 2287 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE ROBERTO CARASCO SURVEY NO. 101, ABSTRACT 1195, COUNTY BLOCK 4376, THE C.C.S.D. & R.G.N.G.R.R. CO. SURVEY NO. 207, ABSTRACT 887, COUNTY BLOCK 4381, THE LOUIS BRAUN SURVEY NO. 34 1/2, ABSTRACT 1277, COUNTY BLOCK 4380, AND THE JOHN FITZGERALD SURVEY NO. 33, ABSTRACT 1290, COUNTY BLOCK 4402 IN BEXAR COUNTY, TEXAS.



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FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 1002800

SHEET 5 OF 13

OCTOBER 24, 2014 revised January 5, 2017

JOB No.: 6626-18



FIELD NOTES FOR
PARCEL 10C-1

A 10.962 acre, or 477,504 square feet more or less, tract of land out of a 988.6 acre tract of land conveyed to Red Bird Legacy Ranch, L.P., and described in a deed recorded in Volume 12877, Page 2287 of the Official Public Records of Bexar County, Texas, out of the Roberto Carasco Survey No. 101, Abstract 1195, County Block 4376, the C.C.S.D. & R.G.N.G.R.R. Co. Survey No. 207, Abstract 887, County Block 4381, the Louis Braun Survey No. 34 1/2, Abstract 1277, County Block 4380, and the John Fitzgerald Survey No. 33, Abstract 1290, County Block 4402 in Bexar County, Texas. Said 10.962 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found TxDot (Type III) aluminum monument at the east most corner of said 988.6 acre tract, in the east line of a 345.688 acre tract conveyed to Continental Homes of Texas, L.P., and described in a deed recorded in Volume 11240, Page 1426 of the Official Public Records of Bexar County, Texas;

THENCE: Along and with the east line of said 345.688 acre tract, the south line of said 988.6 acre tract, the following bearings and distances:

- (1) North 47°59'48" West, a distance of 735.02 feet to a found type III TxDot aluminum monument,
- (2) North 57°33'33" West, a distance of 143.69 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson",

THENCE: Departing the east line of said 345.688 acre tract, over and across said 988.6 acre tract, the following bearings and distances:

- (3) North 11°24'06" West, a distance of 29.10 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature,
- (4) Along a non-tangent curve to the right, said curve having a radial bearing of North 40°32'01" East, a radius of 5804.58 feet, a central angle of 03°05'53", a chord bearing and distance of North 47°55'02" West, 313.83 feet, for an arc length of 313.87 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson",

- (5) North $46^{\circ}22'06''$ West, a distance of 3329.93 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature,
- (6) Along a non-tangent curve to the right, said curve having a radial bearing of North $43^{\circ}53'50''$ East, a radius of 11534.16 feet, a central angle of $05^{\circ}44'13''$, a chord bearing and distance of North $43^{\circ}14'03''$ West, 1154.42 feet, for an arc length of 1154.90 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson",
- (7) North $40^{\circ}21'57''$ West, a distance of 611.90 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature,
- (8) Along a tangent curve to the right, said curve having a radius of 5804.58 feet, a central angle of $04^{\circ}23'51''$, a chord bearing and distance of North $38^{\circ}10'01''$ West, 445.40 feet, for an arc length of 445.51 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" on the Bexar and Medina County line;
- (9) THENCE: North $00^{\circ}16'07''$ West, continuing over and across said 988.6 acre tract, along and with said county line, a distance of 130.25 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature in the west line of a 710.6 acre tract of land conveyed to Cumberland 211, Ltd., and described in a deed recorded in Volume 12395, Page 1298 of the Official Public Records of Bexar County, Texas, from which a found concrete County Line Marker #14 bears North $00^{\circ}16'07''$ West, along said county line, a distance of 85.54 feet;

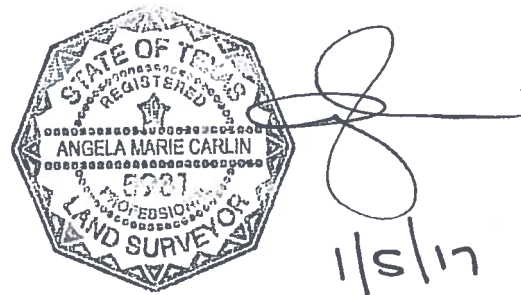
THENCE: Departing the Bexar and Medina County line, along and with the west line of said 710.6 acre tract, the east line of said 988.6 acre tract, the following bearings and distances:

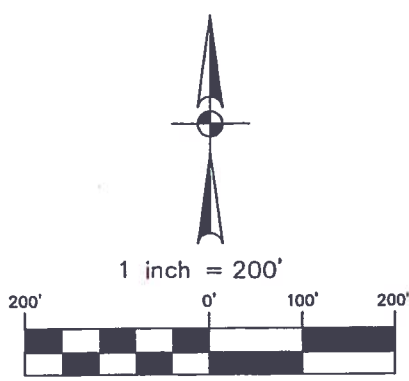
- (10) Along a non-tangent curve to the left, said curve having a radial bearing of North $55^{\circ}04'34''$ East, a radius of 5729.58 feet, a central angle of $05^{\circ}26'38''$, a chord bearing and distance of South $37^{\circ}38'45''$ East, 544.17 feet, for an arc length of 544.38 feet to a found 1/2" iron rod,
- (11) South $40^{\circ}21'30''$ East, a distance of 612.62 feet to a found 1/2" iron rod at a point of curvature,

10.962 Acres
Job No.: 6626-18

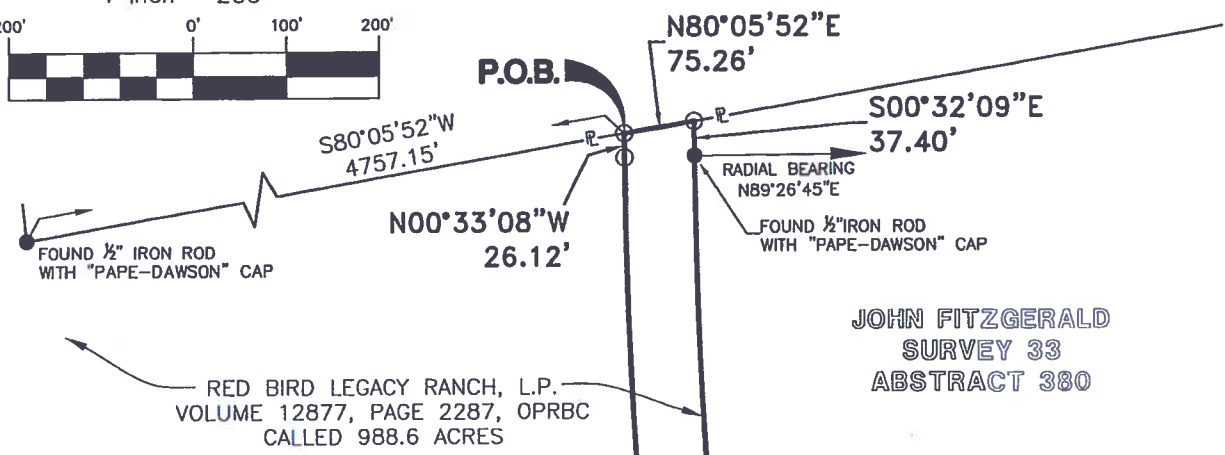
- (12) Along a non-tangent curve to the left, said curve having a radial bearing of North 49°38'03" East, a radius of 11459.23 feet, a central angle of 06°00'09", a chord bearing and distance of South 43°22'01" East, 1199.98 feet, for an arc length of 1200.53 feet to a found 80D nail,
- (13) South 46°22'06" East, a distance of 3862.87 feet to a found 80D nail at a point of curvature, and
- (14) Along a non-tangent curve to the right, said curve having a radial bearing of South 45°12'07" West, a radius of 11459.23 feet, a central angle of 03°08'29", a chord bearing and distance of South 43°13'39" East, 628.20 feet, for an arc length of 628.28 feet to the POINT OF BEGINNING, and containing 10.962 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 6626-18 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 24, 2014 revised January 5, 2017
JOB NO. 6626-18
DOC. ID. N:\CIVIL\6626-18\PARCELS\10C-1\PARCEL 10C-1 FNs R1.docx





GALLAGHER CONCOURSE, L.P.
 VOLUME 12209,
 PAGE 1108, OPRBC
 412.49 ACRES



PARCEL 10C-2
6.073 ACRES
 (264,528 SQ. FT. MORE OR LESS)

RED BIRD LEGACY RANCH, L.P.
 VOLUME 12877, PAGE 2287, OPRBC
 CALLED 988.6 ACRES

JOHN FITZGERALD
 SURVEY 33
 ABSTRACT 380

CUMBERLAND 211, LTD.
 VOLUME 12395, PAGE 1298, OPRBC
 REMAINING PORTION OF
 CALLED 710.6 ACRE TRACT

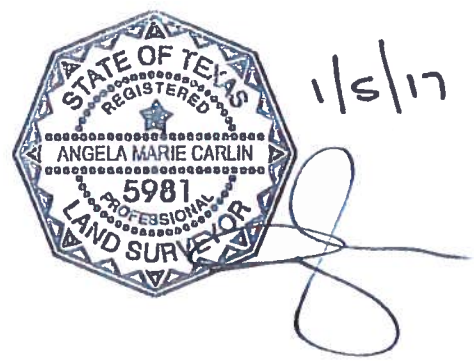
NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPRMC DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- P — ADJACENT PROPERTY LINE
- — — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

MATCH LINE
 SHEET 10 OF 13



PARCEL 10C-2

A 6.073 ACRES, OR 264,528 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF A 988.6 ACRE TRACT DESCRIBED IN CONVEYANCE TO RED BIRD LEGACY RANCH, LP IN DEED RECORDED IN VOLUME 12877, PAGE 2287 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE JOHN FITZGERALD SURVEY NO. 33, ABSTRACT 380, IN MEDINA COUNTY, TEXAS.

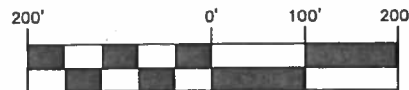


2000 HW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE: 210.375.9000
 FAX: 210.375.9010
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10028800

Date: Jan 05, 2017, 11:39am User ID: SSobin File: N:\CIVIL\6626-18\PARCELS\10C-2\6626-18 PARCEL 10C-2 RI.dwg



1 inch = 200'



MATCH LINE
SHEET 9 OF 13

RED BIRD LEGACY RANCH, L.P.
VOLUME 12877, PAGE 2287, OPRBC
CALLED 988.6 ACRES

CUMBERLAND 211, LTD.
VOLUME 12395, PAGE 1298, OPRBC
REMAINING PORTION OF
CALLED 710.6 ACRE TRACT

PARCEL 10C-2
6.073 ACRES
(264,528 SQ. FT. MORE OR LESS)

R=5,729.58'
Delta=34°22'12"
CB=S17°44'21"E
CD=3,385.69'
L=3436.99'

R=5,804.58'
Delta=35°24'58"
CB=N18°15'36"W
CD=3,531.12'
L=3587.96'

JOHN FITZGERALD
SURVEY 33
ABSTRACT 380

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1994), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPRMC DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- R — ADJACENT PROPERTY LINE
- : — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

MATCH LINE
SHEET 11 OF 13

PARCEL 10C-2

A 6.073 ACRES, OR 264,528 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF A 988.6 ACRE TRACT DESCRIBED IN CONVEYANCE TO RED BIRD LEGACY RANCH, LP IN DEED RECORDED IN VOLUME 12877, PAGE 2287 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE JOHN FITZGERALD SURVEY NO. 33, ABSTRACT 380, IN MEDINA COUNTY, TEXAS.



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FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 1002800

SHEET 10 OF 13

OCTOBER 24, 2014 revised January 5, 2017

JOB No.: 6626-18

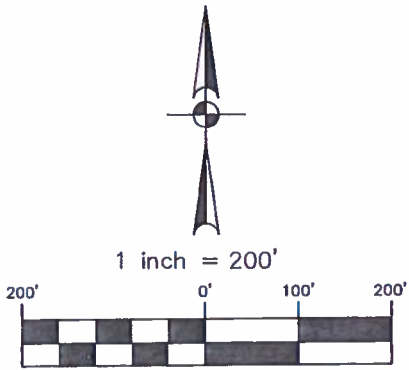
Date: Jan 05, 2017, 11:40am User ID: SSabin
File: N:\CIVIL\6626-18\PARCELS\10C-2\6626-18 PARCEL 10C-2 R1.dwg

MATCH LINE
SHEET 10 OF 13

CUMBERLAND 211, LTD.
VOLUME 12395, PAGE
1298, OPRBC
REMAINING PORTION OF
CALLED 710.6 ACRE
TRACT

JOHN FITZGERALD
SURVEY 33
ABSTRACT 380

PARCEL 10C-2
6.073 ACRES
(264,528 SQ. FT. MORE OR LESS)



MEDINA COUNTY
BEXAR COUNTY

NOTES:

- 1) 1/2" IRON ROD WITH CAP STAMPED "PAPE-DAWSON" SET AT ALL PARCEL BOUNDARY CORNERS UNLESS NOTED OTHERWISE.
- 2) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 3) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

RED BIRD LEGACY RANCH, L.P.
VOLUME 12877, PAGE 2287, OPRBC
CALLED 988.6 ACRES

FOUND CONCRETE COUNTY
LINE MARKER 14

N00°16'07"W
85.54'

RADIAL BEARING
N54°01'55"E

S00°16'07"E
130.25'

LEGEND:

- OPRBC OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPRMC DEED AND PLAT RECORDS OF MEDINA COUNTY, TEXAS
- FOUND MONUMENTATION AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP
- PARCEL BOUNDARY LINE
- R — ADJACENT PROPERTY LINE
- — — APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE

PARCEL 10C-2

A 6.073 ACRES, OR 264,528 SQUARE FEET MORE OR LESS, TRACT OF LAND OUT OF A 988.6 ACRE TRACT DESCRIBED IN CONVEYANCE TO RED BIRD LEGACY RANCH, LP IN DEED RECORDED IN VOLUME 12877, PAGE 2287 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE JOHN FITZGERALD SURVEY NO. 33, ABSTRACT 380, IN MEDINA COUNTY, TEXAS.



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TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 1002080

Date: Jan 05, 2017, 11:40am User: ID: SSabin
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FIELD NOTES FOR
PARCEL 10C-2

A 6.073 acre, or 264,528 square feet more or less, tract of land out of a 988.6 acre tract of land conveyed to Red Bird Legacy Ranch, L.P., and described in a deed recorded in Volume 12877, Page 2287 of the Official Public Records of Real Property of Bexar County, Texas, out of the John Fitzgerald Survey No. 33, Abstract 380, Medina County, Texas. Said 6.073 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 (CORS 1996);

BEGINNING: At a set 1/2" iron rod with yellow cap marked "Pape-Dawson", on the south line of a 412.49 acre tract of land conveyed to Gallagher Concourse, L.P., and described in a deed recorded in Volume 12209, Page 1108 of the Official Public Records of Bexar County, Texas, the north line of said 988.6 acre tract, and from which a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at the southwest corner of said 412.49 acre tract, bears South 80°05'52" West, a distance of 4757.15 feet;

- (1) THENCE: North 80°05'52" East, along and with the south line of said 412.49 acre tract, the north line of said 988.6 acre tract, a distance of 75.26 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at the northwest corner of a 710.6 acre tract conveyed to Cumberland 211, Ltd., and described in a deed recorded in Volume 12395, Page 1298 of the Official Public Records of Bexar County, Texas, and the northeast corner of said 988.6 acre tract;
- (2) THENCE: Departing the south line of said 412.49 acre tract, along and with the west line of said 710.6 acre tract and east line of said 988.6 acre tract, South 00°32'09" East, a distance of 37.40 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";
- (3) THENCE: Continuing along and with the west line of said 710.6 acre tract and east line of said 988.6 acre tract, along the arc of a non-tangent curve to the left, said curve having a radial bearing of North 89°26'45" East, a radius of 5729.58 feet, a central angle of 34°22'12", a chord bearing and distance of South 17°44'21" East, 3385.69 feet, for an arc length of 3436.99 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", on the Medina and Bexar County line, and from which a found concrete County Line Marker #14 bears North 00°16'07" West, a distance of 85.54 feet;

- (4) THENCE: Departing the west line of said 710.6 acre tract, over and across said 988.6 acre tract, South 00°16'07" East, along and with the Medina and Bexar County line, a distance of 130.25 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";
- (5) THENCE: Departing the Medina and Bexar County line, over and across said 988.6 acre tract, along the arc of a non-tangent curve to the right, said curve having a radial bearing of North 54°01'55" East, a radius of 5804.58 feet, a central angle of 35°24'58", a chord bearing and distance of North 18°15'36" West, 3531.12 feet, for an arc length of 3587.96 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson",
- (6) THENCE: Continuing over and across said 988.6 acre tract, North 00°33'08" West, a distance of 26.12 feet to the POINT OF BEGINNING, and containing 6.073 acres in Medina County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 6626-18 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 24, 2014 revised January 5, 2017
JOB NO. 6626-18
DOC. ID. N:\CIVIL\6626-18\PARCELS\10C-2\PARCEL 10C-2 FNs R1.docx



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