

TALLEY ROAD SPECIAL IMPROVEMENT DISTRICT DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered by and between the **City of San Antonio**, a Texas home-rule municipal corporation located within Bexar County, Texas (hereinafter, referred to as "City"); and **Wayne Lee Benke**, owner of the Property (as defined herein and hereafter referred to as "Owner"). City and Owner shall hereafter collectively be referred to as "Parties" or in the singular as "Party."

RECITALS

Whereas, Owner filed a petition with, and an application was submitted to, Bexar County, Texas (the "County"), on October 1, 2018, to create a public improvement district to be named the Talley Road Special Improvement District (the "District") pursuant to Chapter 382 of the Texas Local Government Code, as amended (the "Code"); and

Whereas, the District and District Property (as defined herein) specifically consists of the "Benke Tract" (222.6 acres approximately) and two (2) portions of Talley Road (2.444 acres approximately and 7.270 acres approximately), as more particularly described in **Exhibit "A"** and **Exhibit "B"**; and

Whereas, Talley Extension Revitalization Initiative, LLC, a Texas limited liability company (hereinafter, referred to as the "Developer") proposes to purchase the Benke Tract and, upon the County's creation of the District and Developer's acquisition of the Benke Tract, Developer intends to develop the "Project" (as further defined and described herein); and

Whereas, the Parties desire to enter into this Agreement pursuant to Subchapter G of Chapter 212 of the Texas Local Government Code, § 212.172, et. sec. to reflect that in consideration of Owner's agreement to abide by and comply with the terms of this Agreement and the conditions stated herein, City will agree to consent to (1) the establishment of the District within the City's extraterritorial jurisdiction ("ETJ") and the inclusion of the District Property therein; and (2) to the County's delegation to the District of (i) powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, save and except the powers to exercise eminent domain, annexation and exclusion of property from the District; and (ii) the power to provide water, wastewater, or drainage facilities in accordance with Section 382.101 of the Code, except that the City does not consent to the retail provision of water, wastewater and drainage services or to a Certificate of Convenience and Necessity for either water or wastewater services to customers within the District.

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 now wish to enter into this Agreement and agree as follows:

I. DEFINITIONS

1.1 “Agreement” shall mean this document executed by the Parties, which may be amended from time to time, pursuant to the provisions contained herein.

1.2 “Annexation Area” shall mean the area that the City determines in its sole discretion to annex in accordance with this Agreement up to and including the entire “Property” as defined herein.

1.3 “Director” shall mean the Director of the Department of Planning.

1.4 “City” and “County” shall have the meanings specified above.

1.5 “Code” shall mean the Texas Local Government Code, as amended.

1.6 “Developer” shall have the meaning specified above and include any successors and assigns.

1.7 “District” shall mean the public improvement district proposed in Owner’s petition for the creation of the Talley Road Special Improvement District filed with the County on October 1, 2018 which includes the District Property.

1.8 District Property shall refer to approximately 232.314 acres of property, which consists of the Property (as defined herein) and two (2) portions of Talley Road (approximately 2.444 acres and approximately 7.270 acres). The District Property is more particularly described and illustrated in **Exhibits “A” and “B”** which are incorporated herein for all purposes.

1.9 “Property” shall refer to approximately 222.6 acres of property, (the “Benke Tract”) which is the portion of the District Property owned by Wayne Lee Benke and consisting of the taxable real property within the District. The Property is also more specifically described and depicted in the metes and bounds and surveys attached hereto as **Exhibit “A,”** but does not include the 2.444 acres and 7.270 acres referenced in Section 1.8 above.

1.10 “Effective Date” shall mean the effective date of the County’s order creating the District.

1.11 “Master Development Plan” (“MDP”) is the proposed plan of development for the Project, as depicted in **Exhibit “C”** attached hereto and incorporated herein for all purposes.

1.12 "Owner" shall have the meaning specified above and shall include any successors and assigns.

1.13 "Project" shall have the meaning specified in Section 3.1 of this Agreement, which may be amended from time to time in accordance with section 3.2.

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 AND ACKNOWLEDGMENTS

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

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

2.3 Owner acknowledges that any improvements or contributions made to the Property in anticipation of payment or reimbursement from the District shall not be, nor construed to be, financial obligations of the City and City is not involved in the creation of the District or is in any other way required or obligated to perform any actions, contribute any funds or resources or otherwise participate in the establishment of the District, except as provided in this Agreement.

2.4 Owner acknowledges that the City's consent described in Section 4.1 below is for the boundaries of the District and the District Property, as described and depicted in Exhibits "A" and "B" that are attached hereto and to the Project and the MDP as depicted in Exhibit "C" unless the MDP is properly amended in accordance with section 3.2 of this Agreement.

III. THE PROJECT & PUBLIC INFRASTRUCTURE

3.1 The Project consists of certain proposed public infrastructure on the Property, as further described and depicted in the MDP attached hereto as **Exhibit "C."**

3.2 The MDP may be amended from time to time through the process currently outlined in the City's Unified Development Code ("UDC") with review and approval of the City's Director of the Department of Planning and the Director of the Development Services Department each of whom reserves the right to exercise discretion with respect to MDP amendment approvals as afforded them under the UDC.

IV. CONSIDERATION

4.1 In exchange for Owner's agreement to be bound by the terms of this Agreement, City consents to (1) the establishment of the District within the City's extraterritorial jurisdiction ("ETJ") and the inclusion of the District Property therein; and (2) to the County's delegation to the District of (i) powers granted by Section 52, Article III of the Texas Constitution and the powers and duties of a road district in accordance with Section 382.101 of the Code, save and except the powers to exercise eminent domain, and to annex or exclude property from the District; and (ii) the power to provide water, wastewater, or drainage facilities in accordance with Section 382.101 of the Code, save and except the power to provide retail water, wastewater and drainage services or to obtain a Certificate of Convenience and Necessity for either water or wastewater services to customers within the District.

4.2 Non-annexation. The Parties agree that in exchange for Owner's agreement to comply with the terms of this Agreement for the entire term of the Agreement, City will continue the ETJ status of the Property and defer annexation of the Property and the District Property for the term of this Agreement.

4.3 Voluntary petition for annexation. The Parties agree that this Agreement constitutes a voluntary petition 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 Agreement. Subject to Section 4.2 above, the City may exercise its right to annex the Property or any portion thereof (the "Annexation Area") in its sole discretion upon default of this Agreement by the Owner, subject to the provisions of Sections 6.3 and 6.4 of this Agreement, or at the end of the term of this Agreement. The Parties further agree that this Agreement does not obligate the City to annex the entire Property for limited or full purposes at any time.

4.4 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.

4.5 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 Texas Local Government Code that are required when annexing property under that subchapter. Owner agrees that the Owner shall not oppose any action taken by the City to annex the Annexation Area under this Agreement or under Subchapter C-3 of Chapter 43 of the Code.

4.6 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.

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

"This (conveyance or lease, as applicable) is made and accepted subject to that certain voluntary petition for annexation, provided in Section 4.3 of the Development Agreement, executed on November 29, 2018, and recorded in the deed records of Bexar County under Bexar County Document No. [20180238035] which permits the City of San Antonio to annex the herein described property upon the terms and conditions set forth therein. 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. 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."

4.8 Owner agrees that Owner will comply with all municipal rules, regulations, orders, ordinances and other local laws applicable to all properties within the City's ETJ, during all phases of development and construction of the Project and during the term of this Agreement.

4.9 As applicable, and subject to Section 4.10 below, Owner shall comply with the requirements of Section 382.109 of the Code regarding road projects on the Property, as described by Section 382.109 of the Code to the extent such requirements apply to properties located in the City's ETJ. .

4.10 Notwithstanding any provision herein to the contrary, the Parties agree and acknowledge that, in accordance with Section 212.172(g), this Agreement constitutes a permit under Chapter 245 of the Code.

4.11 The Parties agree and acknowledge that Section 382.201 of the Code, as it exists on the Effective Date of this Agreement, shall apply to this Agreement.

V. SERVICE AGREEMENT

5.1 In the event the City annexes the Annexation Area pursuant to this Agreement, the Parties agree to the specific provisions under this section which shall constitute an "Agreement Regarding Services" pursuant to 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's 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.

VI. DEFAULT

6.1 Subject to Sections 6.3 and 6.4 below, Owner shall be declared in "Default" of this Agreement if Owner violates or causes a violation of any rules, regulations, orders, ordinances or other laws that are applicable to the Property, as described herein, during the term of this Agreement.

6.2 Subject to Sections 6.3 and 6.4 below, a Party shall be declared in "Default" if a material breach occurs of any covenant, obligation, or provisions of this Agreement.

6.3 Notwithstanding any provision to the contrary, no Party shall be declared in Default, under this Agreement, until written notice of Default has been given to the defaulting Party (which notice shall set forth in reasonable detail the nature of the Default) and until such Party has been given, from and after the receipt of such written notice, ninety (90) calendar days to cure the Default (the "Cure Period"). The Cure Period may be extended by written agreement of the Parties and shall be subject to approval of the City Council.

6.4 The duties of a Party to observe or perform any of the provisions of this 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 Owner, the defaulting party shall be subject to the enforcement provisions set forth in Chapter 35, Article IV – Procedures, Division 11. – Enforcement, Sec. 35-491, as amended, of the City's Code of Ordinances (Unified Development Code).

7.2 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. Additionally, upon the occurrence of Default by Owner, the City may proceed with voluntary annexation of the Property as provided in this Agreement.

7.3 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.

7.4 The Parties hereto expressly agree that, in the event of litigation, each Party hereby waives its right to payment of attorneys' fees.

VIII. NON-WAIVER

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 Agreement shall operate as a waiver of any right, power or privilege owing under this 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 his successors and assigns.

9.2 This Agreement (including the duties, rights and obligations set forth herein) may not be assigned by Owner except for assignments to home builders, individual single lot owners, and as described in section 9.3 below, without the prior written consent of City, and subject to approval by the City Council, as evidenced by passage of an ordinance, with the exception of the initial assignment of duties, rights and obligations set forth in this Agreement by the Owner to Developer as a result of the conveyance of the Property to Developer. Any subsequent assignment by Developer except for assignments to home builders, individual single lot owners, and as described in section 9.3 below shall only be done with the written consent of the City as evidenced by action of the City Council by ordinance. Upon the initial assignment of rights, duties and obligations under this Agreement by Owner to Developer as provided in this section, Owner shall be relieved of its rights and obligations under this Agreement occurring after this Agreement is assigned to Developer.

9.3 Notwithstanding Section 9.2,,after the Project has been completed and the Property has been developed, without prior written consent of the City and approval by City Council, (i) all rights relating under this Agreement, including (without implied limitation) the right of non-annexation, shall run with the land and any subsequent owner, mortgagee, lessee or other party with an interest therein shall enjoy such rights; (ii) if Owner and/or Developer possesses or acquires any rights or entitlements with respect to the development of the Property and the construction of improvements thereon which run with all or a part the land, any subsequent owner, mortgagee, lessee or other party with an interest therein shall automatically be a beneficiary of such rights and entitlements to the extent of such interest in such Property or portion thereof; and (iii) Owner and/or Developer may collaterally assign its rights and obligations hereunder to any lender to which such party has granted a lien encumbering all or part of such Property.

X. ENTIRE AGREEMENT

10.1 This written Agreement embodies the final and entire agreement 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 Agreement are incorporated herein and shall be considered a part of this 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 Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected only by amendment, in writing, executed by the Parties, and subject to approval by the City Council, as evidenced by passage of an ordinance.

XII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the 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 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 Agreement that is invalid, illegal, or unenforceable, there be added as a part of this 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

Owner covenants and agrees 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 "respondeat 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 Agreement and that the Owner has no authority to bind the City.

XIV. LEGAL AUTHORITY

The person(s) executing this Agreement on behalf of the respective Parties, represent, warrant, assure and guarantee that they have full legal authority to (i) execute this 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 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 Agreement shall be heard and determined in Bexar County, Texas.

XVI. PARTIES' REPRESENTATIONS

This 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 Agreement.

XVII. NOTICE

17.1 All notices, demands or other communications given in connection with or required under this 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

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

Owner: Wayne Lee Benke
6850 Talley Rd.
San Antonio, Texas 78253-4680
Tel. (210) 688-3511
Email: wbbenke@aol.com

With copies to: Brown & Ortiz, P.C.
Attention: Daniel Ortiz
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

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 Agreement between Parties hereto.

XIX. UNINTENDED OMISSION

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 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.

XX. COUNTERPARTS

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument. This 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 Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement, except that any Party delivering an executed counterpart of this Agreement by facsimile or electronic mail also must deliver a manually executed counterpart of this Agreement. Notwithstanding the foregoing, failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

XXI. RECORDATION

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

XXII. TERM

The term of this Agreement shall commence on the Effective Date and terminate thirty (30) years from the Effective Date. 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. Notwithstanding any provision herein to the contrary, in the event the District is dissolved within 1 year from the Effective Date, this Agreement automatically terminates upon the effective date of the District's dissolution, without any further action from the Parties and the Parties are relieved of any further rights and obligations under this Agreement.

Signatures on the Following Pages

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

CITY:

CITY OF SAN ANTONIO, TEXAS

By: 

Name: Peter Zanoni

Title: Deputy City Manager

Date: 11.28.18

ATTEST/SEAL:

By: 

Name: Leticia Vacek

Title: City Clerk

Date: 01/28/2019



APPROVED AS TO LEGAL FORM:

By: Eric Friedland

Name: ERIC FRIEDLAND

Title: City Attorney

Date: 1/23/2019

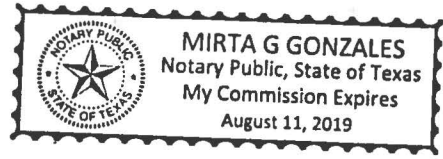
ACKNOWLEDGEMENT

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this 23rd day of January, 2019 by Eric Friedland Assistant City Attorney of the City of San Antonio, a Texas home rule municipality, on behalf of said municipality.

Date: January 23, 2019 Mirta G. Gonzales
Notary Public, State of Texas

My Commission expires: August 11, 2019



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

OWNER:

WAYNE LEE BENKE

By: Wayne Lee Benke

Name: Wayne Lee Benke

Date: 11-17-18

ACKNOWLEDGEMENT

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me on this 17 day of November 2018 by Wayne Lee Benke.

Date: 11/17/18

Jaime L Johnson
Notary Public, State of Texas

My Commission expires: 3/6/21

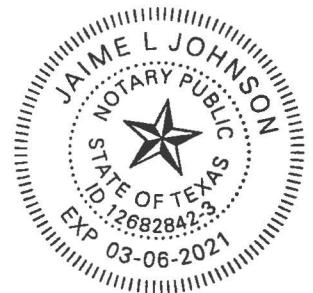
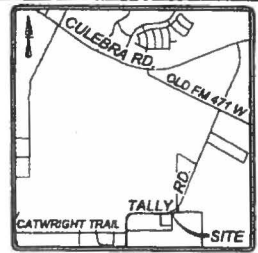


EXHIBIT A

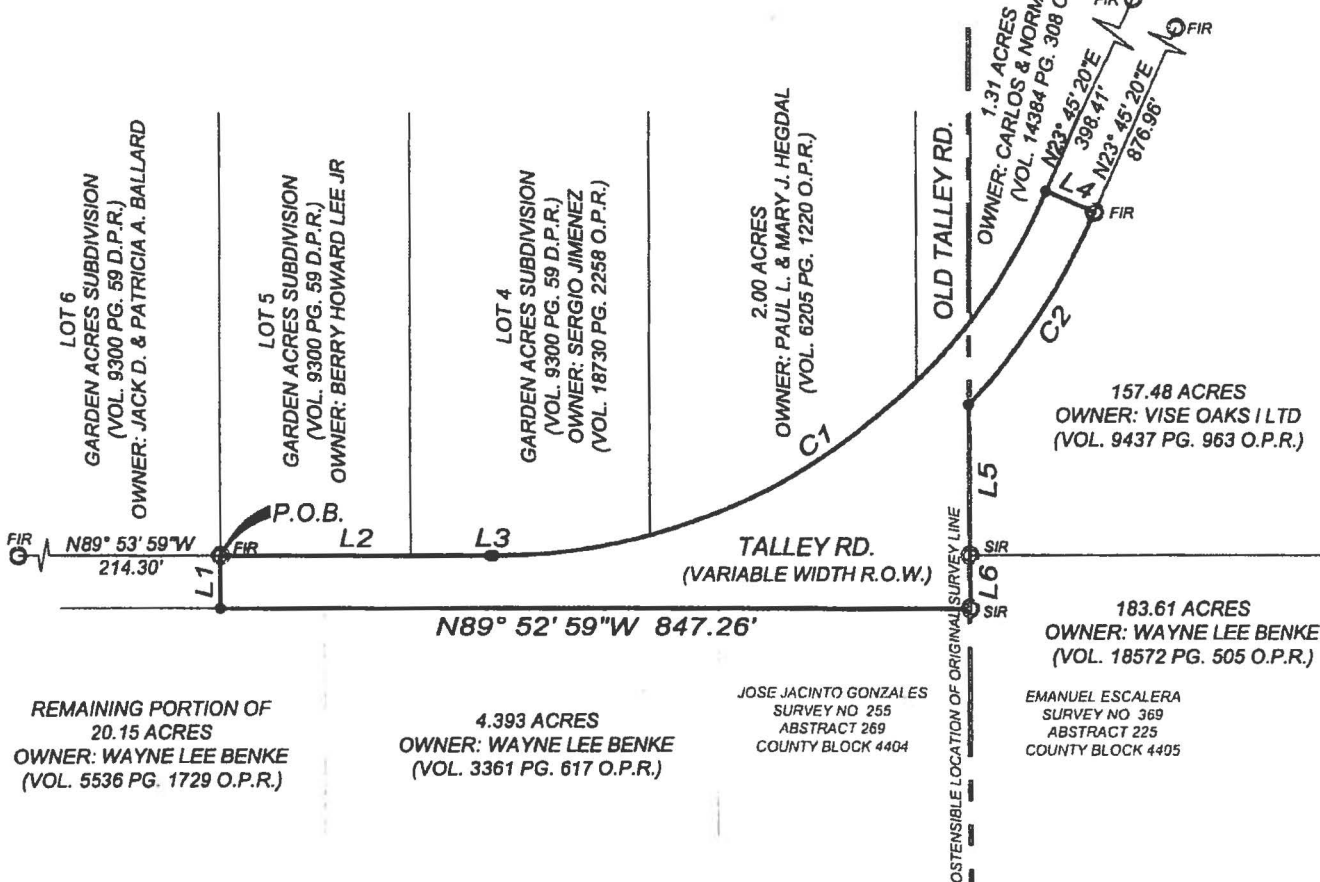
FIELD NOTES AND SURVEY MAPS

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED FACTOR OF 0.9998300289.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.
5. THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, THIS IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED



LOCATION MAP
NOT-TO-SCALE



SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- CALCULATED POINT
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING

LEGAL DESCRIPTION

A 2.444 ACRE TRACT OF LAND, OUT OF THE EMANUEL ESCALERA SURVEY NO. 369, ABSTRACT 225, COUNTY BLOCK 4405 AND THE JOSE JACINTO GONZALES SURVEY NO. 255, ABSTRACT 269, COUNTY BLOCK 4404, BOTH OF BEXAR COUNTY, TEXAS AND BEING A PORTION OF TALLEY ROAD OF BEXAR COUNTY, TEXAS.



ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING 12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-700 AUSTIN, TX 78753 PHONE 512-239-5262, FAX 512-239-5253

KFW
SURVEYING
2411 Peninsula Pkwy, Suite 101, San Antonio, TX 78211
Phone: (210) 875-0444 • Fax: (210) 875-0444
TPLS Form 18-2220



SCALE: 1"=200'



TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT

| REVISIONS | ISSUE DATE |
|-----------------|---------------|
| JOB NO. 16-146 | |
| DATE 09/25/2018 | DESIGNER: TAS |
| DRAWN: OP | CHECKED: TAS |

SHEET: 1 OF 1



**FIELD NOTES
FOR
A 2.444 ACRE TRACT
TALLEY ROAD PUBLIC IMPROVEMENT DISTRICT**

A **2.444 acre** tract of land, out of the Emanuel Escalera Survey No. 369, Abstract 225, County Block 4405 and the Jose Jacinto Gonzales Survey No. 255, Abstract 269, County Block 4404, both of Bexar County, Texas and being a portion of Talley Road of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod in the north right-of-way line of Talley Road, a variable width right-of-way, for the southeast corner of Lot 6 and the southwest corner of Lot 5 both of the Garden Acres Subdivision, a plat of record in Volume 9300 Page 59 of the Deed and Plat Records of Bexar County, Texas, from which a found $\frac{1}{2}$ " iron rod for the southwest corner of Lot 6, bears N 89°53'59"W, a distance of 214.30 feet;

THENCE: S 89°52'59" E along and with the north right-of-way line of Talley Road and the south line of Lot 5 and Lot 4 of the Garden Acres Subdivision, a distance of **303.43 feet** to a point, for an angle point of the south line of Lot 4 and the north line of Talley Road and the tract described herein;

THENCE: S 89°52'53" E continuing along and with the north right-of-way line of Talley Road and the south line of Lot 4, a distance of **4.36 feet** to a point, for a point of curvature to the left of the south line of Lot 4 and the north line of Talley Road and the tract described herein;

THENCE: continuing along and with the north right-of-way line of Talley Road and the south line of Lot 4, a 2.00 acre tract conveyed to Paul L. & Mary J. Hegdal of record in Volume 6205 Page 1220 of the Official Public Record of Bexar County Texas, Old Talley Road and a 1.31 acre tract conveyed to Carlos & Norma Alvarez of record in Volume 14384 Page 308 of the Official Public Record of Bexar County, Texas with the curve to the left having an arc of **794.15 feet**, a radius of **683.20 feet**, a delta of 66°36'00" and a chord bears N 56°55'48"E, a distance of **750.19 feet** to a point, for the point of curvature and the most northerly corner of the tract described herein, from which a found 1/2" iron rod, bears N 23°45'20"E, a distance of 398.41 feet;

THENCE: S 66°22'12" E over and across Talley Road, a distance of **60.00 feet** to a found $\frac{1}{2}$ " iron rod in the southeast line of Talley Road and the northwest line of a 157.48 acre tract conveyed to Vise Oaks I, LTD of record in Volume 9437 Page 963 of the Official Public Record of Bexar County, Texas, for a point of curvature and the northeast corner of the tract described herein, from which a found 1/2" iron rod, bears N23°45'20"E, a distance of 876.96 feet;

THENCE: along and with the southeast line of Talley Road and the northwest line of a 157.48 acre tract the following two (2) courses:

1. with a curve to the right having an arc of **262.71 feet**, a radius of **743.20 feet**, a delta of **20°15'11"** and a chord bears **S 33°45'23"W**, a distance of **261.34 feet** to a point, for an interior corner of the tract described herein, and
2. **S 00°16'43" E**, a distance of **167.92 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", at the southwest corner of the 157.48 acre tract, for the northwest corner of a 183.61 acre tract conveyed to Wayne Lee Benke of record in Volume 18572 Page 505 of the Official Public Record of Bexar County, Texas;

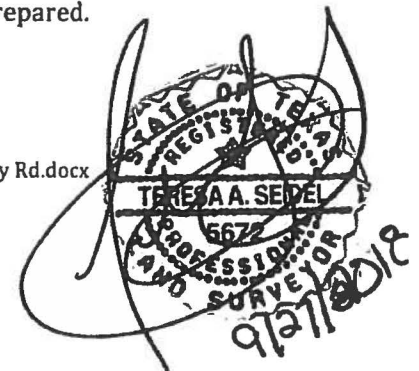
THENCE: S 00°06'09" E, continuing along and with the southeast line of Talley Road and the northwest line of the 183.61 acre tract, a distance of **61.20 feet** to a set 1/2" iron rod with Blue Plastic Cap Stamped "KFW Surveying", for an interior corner of the 183.61 acre tract and the southeast corner of the tract described herein;

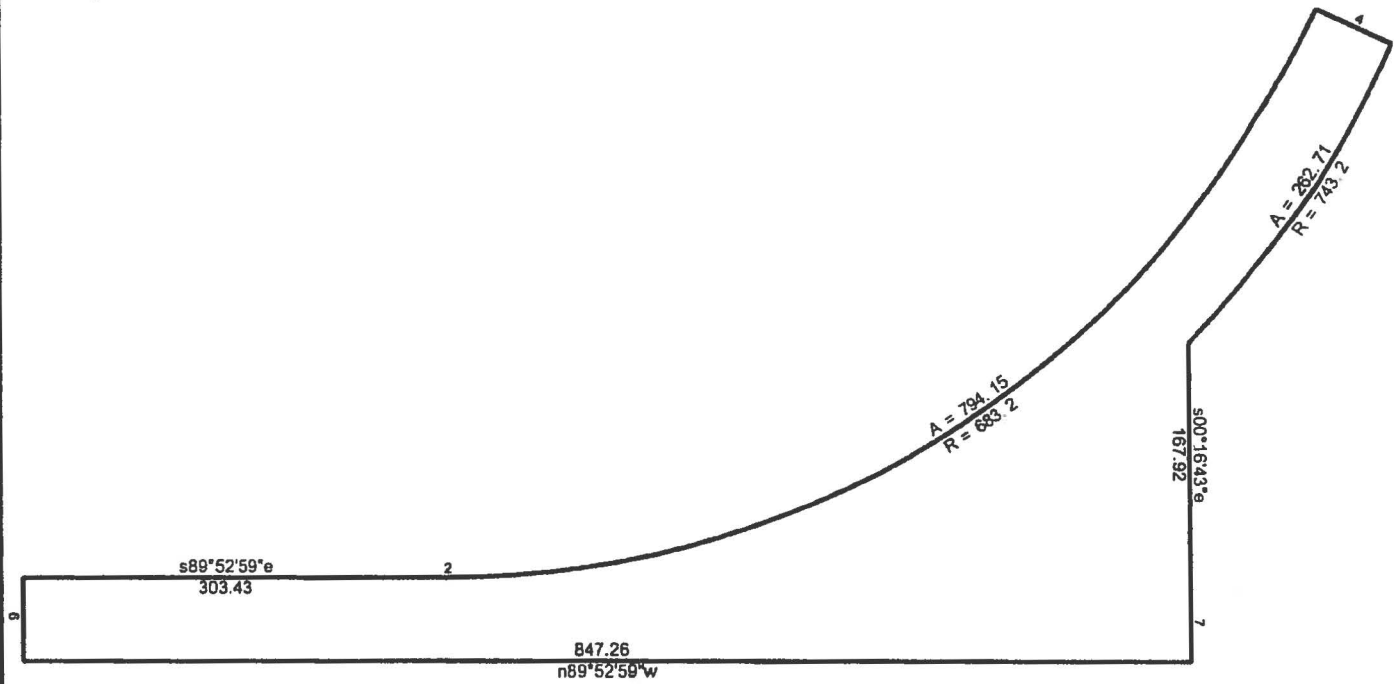
THENCE: N 89°52'59" W along and with the south line of Talley Road and the north line of the 183.61 acre tract, a 4.393 acre tract conveyed to Wayne Lee Benke of record in Volume 3361 Page 617 of the Official Public Record of Bexar County, Texas and the remaining portion of a 20.15 acre tract conveyed to Wayne Lee Benke of record in Volume 5536 Page 1729 of the Official Public Record of Bexar County, Texas, a distance of **847.26 feet** to point, for the southwest corner of the tract described herein;

THENCE: N 00°07'01" E over and across Talley Road, a distance of **60.00 feet** to the **POINT OF BEGINNING** and containing 2.444 acres or 106,455 square feet more or less, in Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by KFW Surveying. Bearings are based on NAD83 Texas State Plane South Central Zone.

This document was prepared under 22tac663.21, this is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.: 16-146
Prepared by: KFW Surveying
Date: September 26, 2018
File: S:\Draw 2016\16-146 Talley Rd - Benke Tract\DOCS\ FN - 2.444Ac Talley Rd.docx





9/27/2018

Scale: 1 inch= 128 feet

File: 2.444 ac.ndp

Tract 1: 2.4439 Acres (106457 Sq. Feet), Closure: s87.4919e 0.01 ft. (1/304694), Perimeter=2561 ft.

01 s89.5259e 303.43

02 s89.5253e 4.36

03 Lt, r=683.20, arc=794.15, chord=n56.5548e 750.19

04 s66.2212e 60.00

05 Rt, r=743.20, arc=262.71, chord=s33.4523w 261.34

06 s00.1643e 167.92

07 s00.0609e 61.20

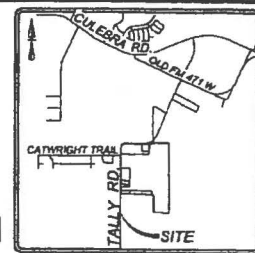
08 n89.5259w 847.26

09 n00.0701e 60.00

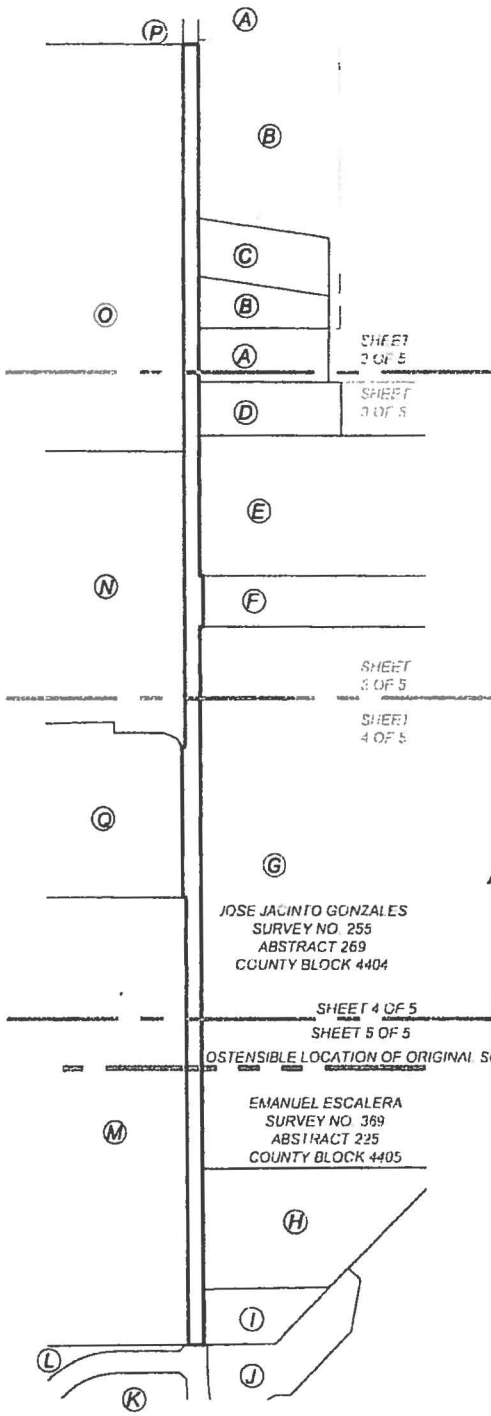
NOTES

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SCALE: 1"=700'



LOCATION MAP
NOT-TO-SCALE



- (A) 183.61 ACRES
OWNER: WAYNE LEE BENKE
(VOL. 18572 PG. 505 O.P.R.)
- (B) 14.85 ACRES
OWNER: WAYNE LEE BENKE
(VOL. 5536 PG. 1726 O.P.R.)
- (C) 2.744 ACRES
OWNER: MICHAEL L. & ROBYN K. KLAR
(VOL. 7991 PG. 631 O.P.R.)
- (D) 2.758 ACRES
OWNER: TRAVIS WAYNE BENKE
(VOL. 6021 PG. 435 O.P.R.)
- (E) REMAINING PORTION OF 34.616 ACRES
OWNER: EMERIO G. & MARIA E. PLATA
(VOL. 10320 PG. 1769 O.P.R.)
- (F) LOT 1, BLOCK 12
TALLEY ROAD SUBDIVISION
(VOL. 9808 PG. 105 D.P.R.)
OWNER: DAVID & MARTHA PLATA
(VOL. 17766 PG. 1 O.P.R.)
- (G) 101.216 ACRES
OWNER: DONALD & PAT THOMAS
(VOL. 6362 PG. 1523 O.P.R.)
- (H) 8.00 ACRES
OWNER: ALAMO COMMUNITY
CHURCH-SAN ANTONIO
(VOL. 18164 PG. 1127 O.P.R.)
- (I) REMAINING PORTION OF 10.00 ACRES
OWNER: JOSEPH M FAUNCE
(VOL. 8979 PG. 1056 O.P.R.)
- (J) LOT 1, BLOCK 13
WESTPOINTE WEST UT-2A
(VOL. 9653 PG. 171 D.P.R.)
OWNER: BECKER RANCH LTD
(VOL. 7723 PG. 1880 O.P.R.)
- (K) LOT 1, BLOCK 3, TAMARON SUBD UNIT 1
(VOL. 9533 PG. 126 D.P.R.)
OWNER: LUCIO & MARIA GUJARDO
(DOC #20180115465 O.P.R.)
- (L) LOT 1, BLOCK 1, TAMARON SUBD UNIT 1
(VOL. 9533 PG. 126 D.P.R.)
OWNER: DANIEL R. CARDENAS
(VOL. 16425 PG. 2476 O.P.R.)
- (M) 180.88 ACRES
OWNER: S & P LAND HOLDINGS, LLC
(VOL. 12472 PG. 326 O.P.R.)
- (N) REMAINING PORTION OF 218.506 ACRES
OWNER: CIUDAD DE LAS PALOMAS, LTD
(VOL. 11748 PG. 908 O.P.R.)
- (O) 317.310 ACRES
OWNER: HENRY J. & FRANK G JR
PERSYN
(VOL. 5980 PG. 840 O.P.R.)
- (P) LOT 1, BLOCK 4
GERONIMO VILLAGE SUBDIVISION
(VOL. 5970 PGS. 140-141 D.P.R.)
OWNER: DOMINGO & JANIE HERNANDEZ
(VOL. 15740 PG. 889 O.P.R.)
- (Q) LOT 901, BLOCK 13
CIUDAD DE LAS PALOMAS UNIT 1A
(VOL. 9877 PGS. 147-148 D.P.R.)

LEGAL DESCRIPTION

A 7.270 ACRE TRACT OF LAND, OUT OF THE EMANUEL ESCALERA SURVEY NO. 369, ABSTRACT 225, COUNTY BLOCK 4405 AND THE JOSE JACINTO GONZALES SURVEY NO. 255, ABSTRACT 269, COUNTY BLOCK 4404, BOTH OF BEXAR COUNTY, TEXAS AND BEING A PORTION OF TALLEY ROAD OF BEXAR COUNTY, TEXAS.

SYMBOL LEGEND

- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING 12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC 230 AUSTIN, TX 78753 PHONE: 512-239-5243, FAX: 512-239-5252



TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT

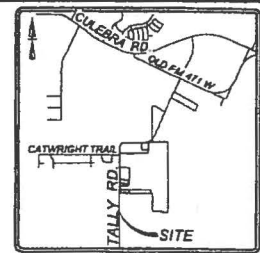
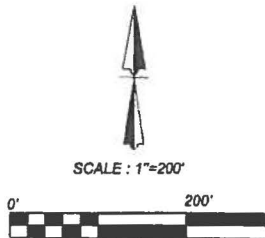
| REVISIONS | ISSUE DATE |
|-----------------|--------------|
| JOB NO. 16-146 | |
| DATE 10/20/2018 | DESIGNER TAS |
| DRAWN CP | CHECKED TAS |



SHEET: 1 OF 5

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED FACTOR OF 0.9998300289.
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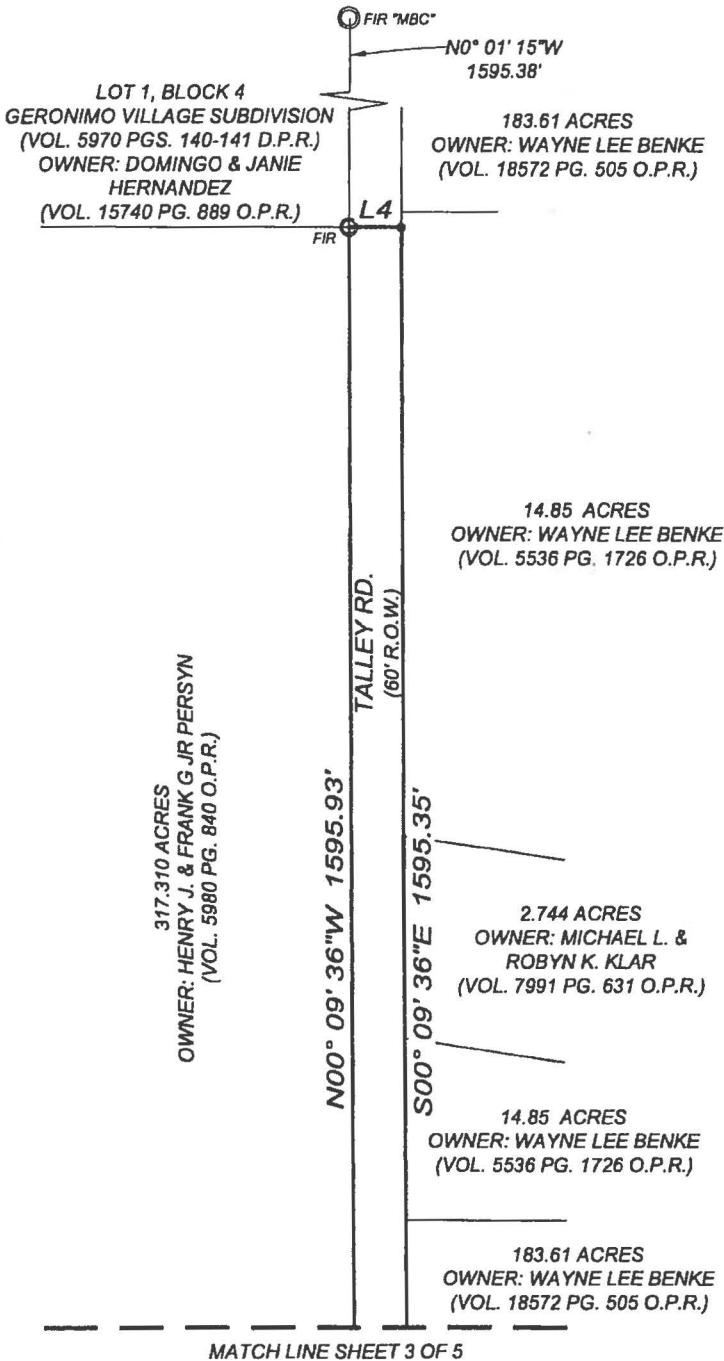


LOCATION MAP
NOT-TO-SCALE

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- ⊙ POST AS NOTED
- O P R OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D P R DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- CALCULATED POINT

| Line Table | | |
|------------|--------|-------------|
| LINE # | LENGTH | DIRECTION |
| L4 | 60.00' | S89°37'02"E |



ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO:
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC 230 AUSTIN, TX 78753
PHONE: 512-238-5283, FAX: 512-238-5253



TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

9/27/2018

| REVISIONS | | ISSUE DATE | |
|-----------|--------|------------|------------|
| JOB NO | 16-146 | DATE | 09/20/2018 |
| DRAWN | GP | DESIGNER | TAS |
| | | CHECKED | TAS |

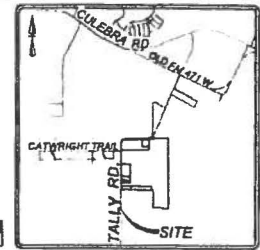


SHEET: 2 OF 5

NOTES

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SCALE: 1"=200'

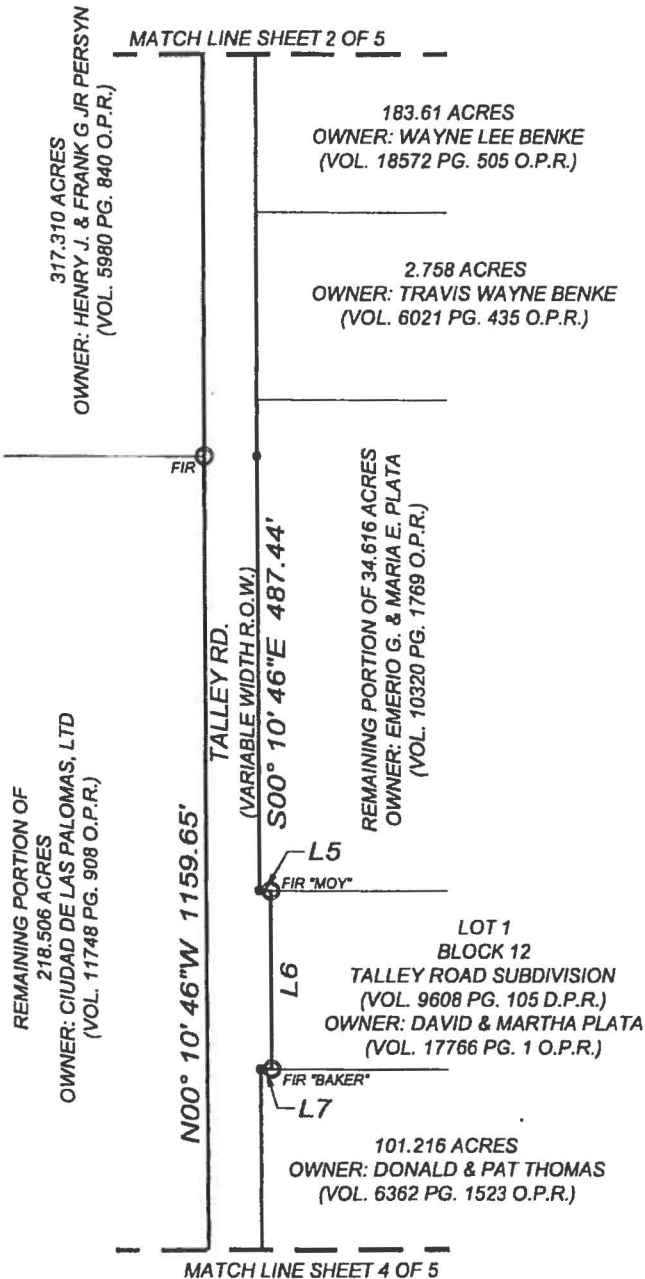


LOCATION MAP
NOT-TO-SCALE

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- ⊙ POST AS NOTED
- P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- CALCULATED POINT

| Line Table | | |
|------------|---------|-------------|
| LINE # | LENGTH | DIRECTION |
| L5 | 13.00' | S89°55'16"E |
| L6 | 199.74' | S00°10'51"E |
| L7 | 13.00' | N89°55'16"W |



ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING 12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-230 AUSTIN, TX 78753 PHONE: 512-238-5261, FAX: 512-238-5253



TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT

TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

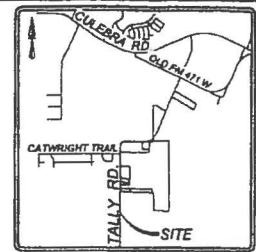
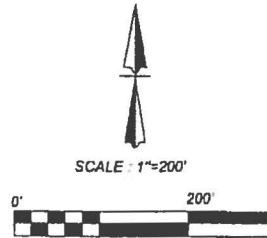
| REVISIONS | ISSUE DATE |
|-----------------|--------------|
| JOB NO. 16-146 | |
| DATE 10/02/2018 | DESIGNER TAS |
| DRAWN OP | CHECKED TAS |



SHEET: 3 OF 5

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED FACTOR OF 0.9998300289.
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.
5. THIS DOCUMENT WAS PREPARED UNDER 22TAC663.21, THIS IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

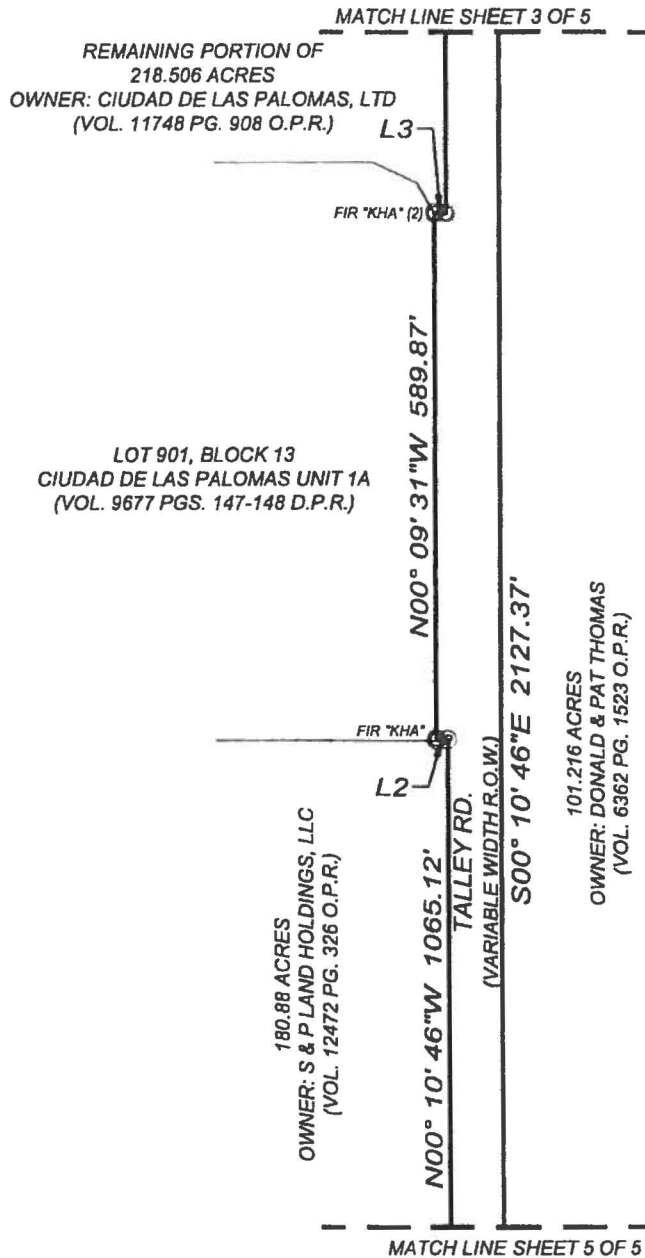


LOCATION MAP
NOT-TO-SCALE

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- ⊙ POST AS NOTED
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS

| Line Table | | |
|------------|--------|-------------|
| LINE # | LENGTH | DIRECTION |
| L2 | 13.62' | S89°50'52"W |
| L3 | 13.40' | S89°49'28"E |



STATE OF TEXAS
REGISTERED PROFESSIONAL LAND SURVEYOR
TERESA A. SEIDEL
NO. 5672
9/27/2018

TERESA A. SEIDEL
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EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

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THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-220 AUSTIN, TX 78733
PHONE 512-238-5280, FAX 512-238-5250

KFW
SURVEYING
3421 Pennington Place, Suite 101, San Antonio, TX 78211
Phone 512-375-8444 Fax 512-375-8441
Toll-Free 1-800-451-2388

TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT

| REVISIONS | | ISSUE DATE | |
|-----------|------------|------------|-----|
| JOB NO. | 16-146 | DESIGNER | TAS |
| DATE | 09/25/2018 | CHECKED | TAS |
| DRAWN | GP | | |



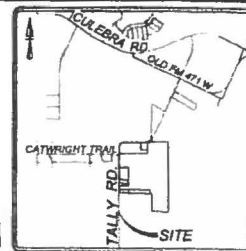
SHEET: 4 OF 5

NOTES

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED FACTOR OF 0.9998300289.
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SCALE: 1"=200'



LOCATION MAP
NOT-TO-SCALE

MATCH LINE SHEET 4 OF 5

101.216 ACRES
OWNER: DONALD & PAT THOMAS
(VOL. 6362 PG. 1523 O.P.R.)

180.88 ACRES
OWNER: S & P LAND HOLDINGS, LLC
(VOL. 12472 PG. 326 O.P.R.)

N00° 11' 33"W 691.48'

TALLEY RD.

(60' R.O.W.)

S00° 11' 33"E 691.47'

8.00 ACRES
OWNER: ALAMO COMMUNITY
CHURCH-SAN ANTONIO
(VOL. 18164 PG. 1127 O.P.R.)

LOT 1, BLOCK 1
TAMARON SUBD. UNIT 1
(VOL. 9533 PG. 126 D.P.R.)
OWNER: DANIEL R. CARDENAS
(VOL. 16425 PG. 2476 O.P.R.)

REMAINING PORTION OF
10.00 ACRES
OWNER: JOSEPH M FAUNCE
(VOL. 8979 PG. 1056 O.P.R.)

P.O.B.

TAMARON PASS
(60' RIGHT-OF-WAY)

LOT 1, BLOCK 3
TAMARON SUBD. UNIT 1
(VOL. 9533 PG. 126 D.P.R.)
OWNER: LUCIO & MARIA
GUAJARDO
(DOC #20180115465 O.P.R.)

LOT 1
BLOCK 13
WESTPOINTE WEST UT-2A
(VOL. 9653 PG. 171 D.P.R.)
OWNER: BECKER RANCH LTD
(VOL. 7723 PG. 1880 O.P.R.)

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- ⊙ POST AS NOTED
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING

| Line Table | | |
|------------|--------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 60.00' | S89°48'27"W |



[Signature]
TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

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12100 PARK 33 CIRCLE BLDG. A, SUITE 150 MC-230 AUSTIN, TX 78753
PHONE: 512-238-5263, FAX: 512-238-5263



TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT

| REVISIONS | ISSUE DATE |
|-----------------|--------------|
| JOB NO. 16-146 | |
| DATE 10/02/2018 | DESIGNER TAS |
| DRAWN GP | CHECKER TAS |



SHEET: 5 OF 5



**FIELD NOTES
FOR
A 7.270 ACRE TRACT
TALLEY ROAD PUBLIC IMPROVEMENT DISTRICT**

A **7.270 acre** tract of land, out of the Emanuel Escalera Survey No. 369, Abstract 225, County Block 4405 and the Jose Jacinto Gonzales Survey No. 255, Abstract 269, County Block 4404, both of Bexar County, Texas and being a portion of Talley Road of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found $\frac{1}{2}$ " iron rod, for the southwest corner of the remaining portion of a 10.00 acre tract as conveyed to Joseph M. Faunce of record in Volume 8979 Page 1056 of the Official Public Records of Bexar County, Texas, an exterior corner of Talley Road, a variable width right-of-way, and the southeast corner of the tract described herein;

THENCE: S 89°48'27" W, over and across Talley Road, a distance of **60.00 feet** to a calculated point, for the southeast corner of a 180.88 acre tract as conveyed to S & P Land Holdings, LLC of record in Volume 12472 Page 326 of the Official Public Records of Bexar County, Texas, an interior corner of Talley Road, and the southwest corner of the tract described herein;

THENCE: N 00°11'33" W along and with the west line of Talley Road and the east line of the 180.88 acre tract, a distance of **691.48 feet** to a calculated point, for an angle point of the 180.88 acre tract, the west line of Talley Road and the tract described herein;

THENCE: N 00°10'46" W, continuing along and with the west line of Talley Road and the east line of the 180.88 acre tract, a distance of **1065.12 feet** to a post, for the northeast corner of the 180.88 acre tract, an interior corner of Talley Road and the tract described herein;

THENCE: S 89°50'52" W, along and with the north line of the 180.88 acre tract and a south line of Talley Road, a distance of **13.62 feet** to a found $\frac{1}{2}$ " iron rod with plastic cap stamped "KHA", for the southeast of Lot 901, Block 13 of the Ciudad De Las Palomas Unit 1A, a plat of record in Volume 9677 Pages 147-148 of the Deed and Plat Records of Bexar County, Texas, an exterior corner of Talley Road and the tract described herein;

THENCE: N 00°09'31" W, along and with the east line of Lot 901, Block 13 and the west line of Talley Road a distance of **589.87 feet** to a found $\frac{1}{2}$ " iron rod with plastic cap stamped "KHA", for the northeast corner of Lot 901, Block 13, an exterior corner of a remaining portion of a 218.506 acre tract as conveyed to Ciudad de Las Palomas, LTD of record in Volume 11748 Page 908 of the Official Public Records of Bexar County, Texas, Talley Road and the tract described herein;

THENCE: S 89°50'52" E, along and with a south line of the remaining portion of the 218.506 acre tract and a north line of Talley Road a distance of **13.40 feet** to a found $\frac{1}{2}$ " iron rod with plastic cap stamped "KHA", for the southeast corner of the remaining portion of the 218.506 acre tract, an exterior corner of Talley Road and the tract described herein;

THENCE: N 00°10'46" W, along and with the west line of Talley Road and the east line of the remaining portion of the 218.506 acre tract, a distance **1159.65 feet** to a found ½" rod, for the northeast corner of the remaining portion of the 218.506 acre tract, the southeast corner of a 317.310 acre tract conveyed to Henry J. & Frank G. Jr. Persyn of record in Volume 5980 Page 840 of the Official Public Records of Bexar County, Texas, an angle point of Talley Road and the tract described herein;

THENCE: N 00°09'36" W, along and with the west line of Talley Road and the east line of the 317.310 acre tract, a distance of **1595.93 feet** to a found ½" iron rod for the southeast corner of Lot 1, Block 4 of the Geronimo Village subdivision, a plat of record in Volume 5970 Pages 140-141 of the Deed and Plat Record of Bexar County, Texas, the northeast corner of the 317.130 acre tract and the northwest corner of the tract described herein, from which a found ½" iron rod for the northeast corner of Lot 1, Block 1 of the Geronimo Village subdivision and an exterior corner of Talley Road bears, N 0°01'15" W, a distance of 1595.38 feet;

THENCE: S 89°37'02" E, over and across Talley Road, a distance of **60.00 feet** to a calculated point in the east line of a 14.85 acre as conveyed to Wayne Lee Benke of record in Volume 5536 Page 1726 of the Official Public Records of Bexar County, Texas, for the northeast corner of the tract described herein;

THENCE: S 00°09'36" E, along and with the east line of Talley Road and the west lines of the 14.85 acre tract, a 2.744 acre tract as conveyed to Michael L. & Robyn K. Klar of record in Volume 7991 Page 631 of the Official Public Records of Bexar County, Texas, a 183.61 acre tract as conveyed to Wayne Lee Benke of record in Volume 18572 Page 505 of the Official Public Records of Bexar County, Texas, a 2.758 acre tract as conveyed to Travis Wayne Benke of record in Volume 6021 Page 435 of the Official Public Records of Bexar County, Texas, a remaining portion of 34.616 acres as conveyed to Emerio G. & Maria E. Plata of record in Volume 10320 Page 1769 of the Official Public Records of Bexar County, Texas, a distance of **1595.35 feet** to a calculated point, for an angle point of the remaining portion of the 34.616 acre tract, Talley Road, and the tract described herein;

THENCE: S 00°10'46" E, continuing along and with the east line of Talley Road and the west line of the remaining portion of the 34.616 acres, a distance of **487.44 feet** to a calculated point, for the southwest corner of the remaining portion of the 34.616 acres, an interior corner of Talley Road and the tract described herein;

THENCE: S 89°55'16" E, along and with the south line of the remaining portion of the 34.616 acres and a north line of Talley Road, a distance of **13.00 feet** to a found ½" iron rod with plastic cap stamped "Moy", for the northwest corner of Lot 1, Block 12 of the Talley Road subdivision, a plat of record in Volume 9608 Page 105 of the Deed and Plat Records of Bexar County, Texas, an exterior corner of Talley Road and the tract described herein;

THENCE: S 00°10'51" E, along and with the west line Lot 1, Block 12 and the east line of Talley Road, a distance of **199.74 feet** to a found ½" iron rod with plastic cap stamped "Baker", in the north line of a 101.216 acre tract as conveyed to Donald & Pat Thomas of record in Volume 6362 Page 1523 of the Official Public Records of Bexar County, Texas, for the southwest corner of Lot 1, Block 12, an exterior corner of Talley Road and the tract described herein;



9/27/2018

Scale: 1 inch= 626 feet

File: 7.270 ac.ndp

Tract 1: 7.2696 Acres (316663 Sq. Feet), Closure: s29.1824e 0.01 ft. (1/999999), Perimeter=10376 ft.

| | |
|----------------------|----------------------|
| 01 n00.1133w 691.48 | 11 s89.5516e 13.00 |
| 02 n00.1046w 1065.12 | 12 s00.1051e 199.74 |
| 03 s89.5052w 13.62 | 13 n89.5516w 13.00 |
| 04 n00.0931w 589.87 | 14 s00.1046e 2127.37 |
| 05 s89.5052e 13.40 | 15 s00.1133e 691.47 |
| 06 n00.1046w 1159.65 | 16 s89.4827w 60.00 |
| 07 n00.0936w 1595.93 | |
| 08 s89.3702e 60.00 | |
| 09 s00.0936e 1595.35 | |
| 10 s00.1046e 487.44 | |

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2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL BEXAR COUNTY ORDINANCES AND RESTRICTIONS

3. METES AND BOUNDS WERE PREPARED FOR THIS EXHIBIT.

4. SET IRON PINS ARE 1/2" DIAMETER REBAR WITH A BLUE CAP STAMPED "KEW SURVEYING"

5. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

6 SEE SHEET 4 OF 4 FOR PROPERTY LEGEND AND LINE TABLE

7. THIS DOCUMENT WAS PREPARED UNDER 22TAC8663.21, THIS IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

O.P.R. OFFICIAL PUBLIC RECORDS OF REAL
PROPERTY OF BEXAR COUNTY, TEXAS

D.P.R. DEED AND PLAT RECORDS OF
BEXAR COUNTY TEXAS

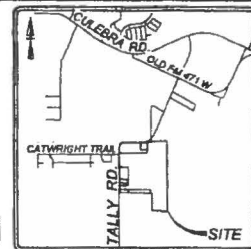
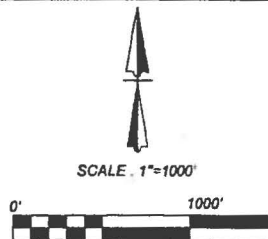
A 222.6 ACRE TRACT OF LAND, OUT OF THE EMANUEL ESCALERA SURVEY NO. 369, ABSTRACT 225, COUNTY BLOCK 4405 AND THE JOSE JACINTO GONZALES SURVEY NO. 255, ABSTRACT 269, COUNTY BLOCK 4404, BOTH OF BEXAR COUNTY, TEXAS AND BEING ALL OF A CALLED 4.393 ACRE TRACT OF LAND AS CONVEYED TO WAYNE LEE BENKE OF RECORD IN VOLUME 3361 PAGE 617 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS (O.P.R.), THE REMAINING PORTION OF A 20.15 ACRE TRACT OF LAND AS CONVEYED TO WAYNE LEE BENKE OF RECORD IN VOLUME 5536 PAGE 1729 O.P.R., A PORTION OF A CALLED 14.85 ACRE TRACT OF LAND AS CONVEYED TO WAYNE LEE BENKE OF RECORD IN VOLUME 5536 PAGE 1726 O.P.R., A PORTION OF A CALLED 233.0 ACRE TRACT OF LAND AS DESCRIBED IN VOLUME 5539 PAGE 405 O.P.R., THE REMAINING PORTION OF A CALLED 9.964 ACRE TRACT OF LAND AS CONVEYED TO WAYNE LEE BENKE OF RECORD IN VOLUME 3107 PAGE 186 O.P.R. AND ALL OF WHICH WERE CONVEYED TO WAYNE LEE BENKE GST TRUST OF RECORD IN VOLUME 13514 PAGE 1496 O.P.R.



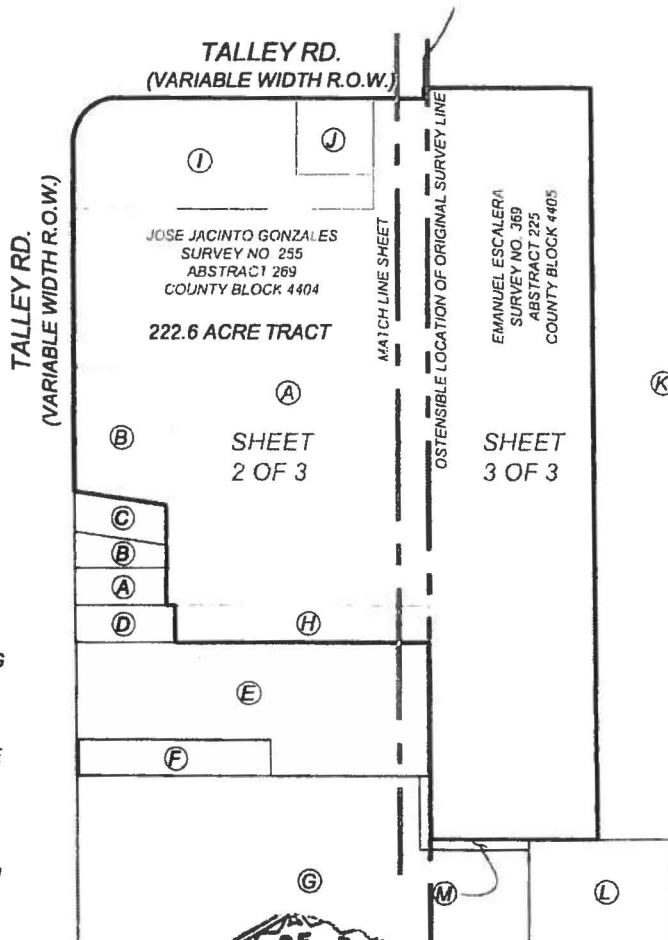
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12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-230 AUSTIN, TX 78753
PHONE: 512-226-5263, FAX: 512-226-5253



TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT



LOCATION MAP
NOT-TO-SCALE



TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

| | | | | |
|-----------------|--------------|------------|-------------|---------------|
| REVISIONS | | ISSUE DATE | | SHEET: 1 OF 4 |
| | | | | |
| JOB NO 15-145 | | | | |
| DATE 09/25/2018 | DESIGNER TAS | DRAWN CP | CHECKED TAS | |

SEE SHEET 1 OF 4 FOR NOTES.
SEE SHEET 4 OF 4 FOR LINE
TABLE AND PROPERTY LEGEND.

TALLEY RD.
(VARIABLE WIDTH R.O.W.)

S89° 52' 59"E 1741.93'

SEE DETAIL "C"

N00° 00' 08"W 1278.69'

222.6 ACRE TRACT

TALLEY RD.

(VARIABLE WIDTH R.O.W.)

S0° 10' 00"E 1400.48'

P.O.B.

L7

C

B

A

D

L6

SIR

L5

L4

SIR

L3

FIR

FIR

SEE DETAIL "A"

SEE DETAIL "B"

N89° 55' 26"W 1438.51'

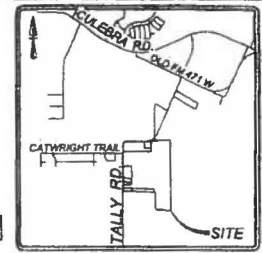
S89° 55' 16"E
13.00'

FIR "MOY"

MATCH LINE SEE SHEET 3 OF 3



SCALE: 1"=500'

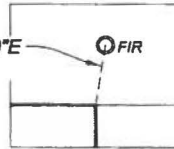


LOCATION MAP
NOT-TO-SCALE

SYMBOL LEGEND

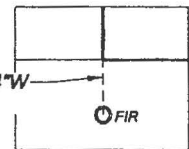
- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP STAMPED "KFW SURVEYING"
- ⊙ POST AS NOTED
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P.O.B. POINT OF BEGINNING
- CALCULATED POINT

N9° 25' 20"E
1.38'



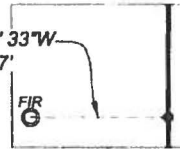
DETAIL "A"
NOT TO SCALE

S0° 04' 34"W
0.36'



DETAIL "B"
NOT TO SCALE

N89° 59' 33"W
2.67'



DETAIL "C"
NOT TO SCALE



TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

| REVISIONS | ISSUE DATE |
|------------------|---------------|
| JOB NO: 16-146 | |
| DATE: 09/25/2018 | DESIGNER: TAS |
| DRAWN: OP | CHECKED: TAS |

SHEET: 2 OF 4

TALLEY ROAD

PUBLIC IMPROVEMENT DISTRICT



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12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-230 AUSTIN, TX 78753
PHONE: 512-239-6262, FAX: 512-239-6263

SEE SHEET 1 OF 4 FOR NOTES.
SEE SHEET 4 OF 4 FOR LINE
TABLE AND PROPERTY LEGEND

MATCH LINE SEE SHEET 2 OF 3

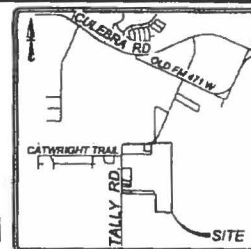
N89° 59' 00"E 943.36'

SIR

L2

FIR "RPLS 4611"

SCALE: 1"=500'



LOCATION MAP
NOT-TO-SCALE

SYMBOL LEGEND

- FIR FOUND 1/2" IRON ROD OR AS NOTED
- SIR SET 1/2" IRON ROD WITH A BLUE CAP
STAMPED "KFW SURVEYING"
- ⊙ POST AS NOTED
- O.P.R. OFFICIAL PUBLIC RECORDS OF REAL
PROPERTY OF BEXAR COUNTY, TEXAS
- D.P.R. DEED AND PLAT RECORDS OF
BEXAR COUNTY, TEXAS
- ⊗ FIP FOUND IRON PIPE

222.6 ACRE TRACT

S00° 20' 24"E 4236.14'

(A)

(K)

(H)

POST - ANGLE IRON

(E)

N00° 07' 09"W 1107.09'

FIR "BAKER"

(G)

FIP 1 1/2"

N89° 57' 55"W 946.64'

SIR

(L)



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17100 PARK 35 CIRCLE BLDG A, SUITE 154 MC-230 AUSTIN, TX 78753
PHONE 512-235-5263, FAX 512-235-5253

KFW
SURVEYING
2011 Professional Priv. Exp. 12/1, San Antonio, TX 78201
Phone: (512) 575-5544 • Fax: (512) 575-5541
TOLL FREE: 1-800-555-5541

TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT



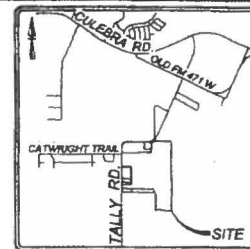
TERESA A. SEIDEL
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
EMAIL: TSEIDEL@KFWENGINEERS.COM
DATE OF EXHIBIT: 09/25/2018
PROJECT NO.: 16-146

| REVISIONS | | ISSUE DATE |
|-----------|------------|--------------|
| JOB NO. | 15-146 | |
| DATE | 09/25/2018 | DESIGNER TAS |
| DRAWN | OP | CHECKED TAS |

SHEET: 3 OF 4

PROPERTY LEGEND

- (A) 183.61 ACRES
OWNER: WAYNE LEE BENKE
(VOL. 18572 PG. 505 O.P.R.)
- (B) 14.85 ACRES
OWNER: WAYNE LEE BENKE
(VOL. 5536 PG. 1726 O.P.R.)
- (C) 2.744 ACRES
OWNER: MICHAEL L. & ROBYN K. KLAR
(VOL. 7991 PG. 631 O.P.R.)
- (D) 2.758 ACRES
OWNER: TRAVIS WAYNE BENKE
(VOL. 6021 PG. 435 O.P.R.)
- (E) REMAINING PORTION OF 34.616 ACRES
OWNER: EMERIO G. & MARIA E. PLATA
(VOL. 10320 PG. 1769 O.P.R.)
- (F) LOT 1, BLOCK 12
TALLEY ROAD SUBDIVISION
(VOL. 9608 PG. 105 D.P.R.)
OWNER: DAVID & MARTHA PLATA
(VOL. 17766 PG. 1 O.P.R.)
- (G) 101.216 ACRES
OWNER: DONALD & PAT THOMAS
(VOL. 6362 PG. 1523 O.P.R.)
- (H) REMAINING PORTION OF 9.694 ACRES
OWNER: WAYNE LEE BENKE
(VOL. 3107 PG. 186 O.P.R.)
- (I) REMAINING PORTION OF 20.15 ACRES
OWNER: WAYNE LEE BENKE
(VOL. 5536 PG. 1729 O.P.R.)
- (J) 4.393 ACRES
OWNER: WAYNE LEE BENKE
(VOL. 3361 PG. 617 O.P.R.)
- (K) 157.48 ACRES
OWNER: VISE OAKS LTD
(VOL. 9437 PG. 963 O.P.R.)
- (L) 51.568 ACRES
OWNER: CAMPBELTON ROAD LTD
(VOL. 6187 PG. 828 O.P.R.)
- (M) 1.332 ACRES
OWNER: DONALD & PAT J. THOMAS
(VOL. 8294 PG. 183 O.P.R.)



LOCATION MAP
NOT-TO-SCALE

| Line Table | | |
|------------|---------|-------------|
| LINE # | LENGTH | DIRECTION |
| L1 | 662.31' | N00°09'36"W |
| L2 | 61.20' | N00°06'09"W |
| L3 | 210.00' | N00°07'26"W |
| L4 | 49.91' | N89°55'26"W |
| L5 | 338.27' | N00°13'42"E |
| L6 | 227.54' | N00°07'57"W |
| L7 | 530.79' | N81°50'54"W |

| Curve Table | | | | | |
|-------------|---------|---------|------------|-------------|------------|
| Curve # | LENGTH | RADIUS | DELTA | CHORD BRG | CHORD DIST |
| C1 | 400.42' | 256.48' | 089°27'04" | N44°43'50"E | 360.98' |



[Signature]
TERESA A. SEIDEL
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5672
 EMAIL: TSEIDEL@KFWENGINEERS.COM
 DATE OF EXHIBIT: 09/25/2018
 PROJECT NO.: 16-146



ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED
 CAN BE DIRECTED TO
 THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
 12100 PARK 35 CIRCLE BLDG. A, SUITE 150 MC-200 AUSTIN, TX 78753
 PHONE 512-239-5257, FAX 512-239-5253



TALLEY ROAD
PUBLIC IMPROVEMENT DISTRICT

| REVISIONS | | ISSUE DATE | |
|-----------|--------|------------|------------|
| JOB NO. | 16-146 | DATE | 09/25/2018 |
| DRAWN | QP | DESIGNER | TAS |
| | | CHECKED | TAS |

SHEET: 4 OF 4



**FIELD NOTES
FOR
TALLEY ROAD PUBLIC IMPROVEMENTS DISTRICT**

A **222.6 acre** tract of land, out of the Emanuel Escalera Survey No. 369, Abstract 225, County Block 4405 and the Jose Jacinto Gonzales Survey No. 255, Abstract 269, County Block 4404, both of Bexar County, Texas and being all of a called 4.393 acre tract of land as conveyed to Wayne Lee Benke of record in Volume 3361 Page 617 of the Official Public Records of Bexar County, Texas, the remaining portion of a 20.15 acre tract of land as conveyed to Wayne Lee Benke of record in Volume 5536 Page 1729 of the Official Public Records of Bexar County, Texas, a portion of a called 14.85 acre tract of land as conveyed to Wayne Lee Benke of record in Volume 5536 Page 1726 of the Official Public Records of Bexar County, Texas, a portion of a called 233.0 acre tract of land as described in Volume 5539 Page 405 of the Deed Records of Bexar County, Texas and the remaining portion of a called 9.964 acre tract of land as conveyed to Wayne Lee Benke of record in Volume 3107 Page 186 of the Official Public Records of Bexar County, Texas, all of which were conveyed to Wayne Lee Benke GST Trust of record in Volume 13514 Page 1496 of the Official Public Records of Bexar County, Texas. Said **222.6 acre** tract of land being more particularly described by metes and bounds as follows:

Beginning at a calculated point in the east right-of-way line of Talley Road, a called 60' wide public right-of-way, the westerly line of the 14.85 acre tract and the 233.0 acre tract, for the northwest corner of a called 2.744 acre tract of land as conveyed to Michael and Robyn Klar of record in Volume 7991 Page 631 of the Official Public Records of Bexar County, Texas and the most westerly southwest corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a plastic cap stamped "Moy" in the east right-of-way line of Talley Road bears, S 00° 10' 00" E, a distance of 1400.48 feet, thence S 89° 55' 16" E a distance of 13.00 feet;

THENCE: Along and with the easterly and southerly right-of-way line of Talley Road and the westerly lines of the 14.85 acre tract, the 233.0 acre tract and the 20.15 acre tract and the northerly lines of the 20.15 acre tract and the 4.393 acre tract, the following five (5) courses:

1. N 00° 09' 36" W, a distance of **682.31 feet** to a calculated point, for an angle point of the tract described herein,
2. N 00° 00' 08" W, a distance of **1278.69 feet** to a calculated point, for a point of curvature to the right of the tract described herein, from which a found $\frac{1}{2}$ " iron rod bears, N 89° 59' 33" W, a distance of 2.67 feet,
3. With a curve to the right having a radius of **256.48 feet**, an arc length of **400.42 feet**, a delta angle of **089° 27' 04"** and a chord bears, N 44° 43' 50" E, a distance of **360.98 feet** to a found $\frac{1}{2}$ " iron rod for a point of non-tangency of the tract described herein,
4. S 89° 52' 59" E, at a distance of 1454.92 feet passing a found $\frac{1}{2}$ " iron rod for the northeast corner of the 4.393 acre tract of land and continuing for a total distance of **1741.93 feet** to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner of the tract described herein, and

5. **N 00° 06' 09" W**, a distance of **61.20 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" at a westerly exterior corner of a called 157.48 acre tract of land as conveyed to Vise Oaks I, Ltd., of record in Volume 9437 Page 963 of the Official Public Records of Bexar County, Texas, for the most northerly northwest corner of the 233.0 acre tract and the tract described herein;

THENCE: Departing the southeasterly right-of-way line of Talley Road and along and with the common lines between the 157.48 acre tract and the 233.0 acre tract, the following two (2) courses:

1. **N 89° 59' 00" E**, a distance of **943.36 feet** to a found ½" iron rod with a plastic cap stamped "RPLS 4611" for an interior corner of the 157.48 acre tract, the northeast corner of the 233.0 acre tract and the tract described herein, and
2. **S 00° 20' 24" E**, a distance of **4236.14 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the southwest corner of the 157.48 acre tract, in the north line of a called 51.568 acre tract of land as conveyed to Campbelton Road, Ltd., of record in Volume 8187 Page 828 of the Official Public Records of Bexar County, Texas, for the southeast corner of the 233.0 acre tract and the tract described herein;

THENCE: **N 89° 57' 55" W**, along and with the south line of the 233.0 acre tract and the north lines of the 51.568 acre tract and a called 1.332 acre tract of land as conveyed to Donald and Pat Thomas of record in Volume 8294 Page 183 of the Official Public Records of Bexar County, Texas, a distance of **946.64 feet** to a found 1 ½" iron pipe for an interior corner of the 1.332 acre tract, the most southerly southwest corner of the 233.0 acre tract and the tract described herein;

THENCE: **N 00° 07' 09" W**, along and with a westerly line of the 233.0 acre tract and an easterly line of the 1.332 acre tract, at a distance of 357.12 feet passing a found ½" iron rod with a plastic cap stamped "Baker" for a northeast exterior corner of the 1.332 acre tract and the southeast corner of a called 34.616 acre tract of land as conveyed to Emerio G. and Maria F. Plata of record in Volume 10320 Page 1769 of the Official Public Records of Bexar County, Texas, and continuing along and with the westerly line of the 233.0 acre tract and the east line of the 34.616 acre tract, a total distance of **1107.09 feet** to an angle iron post for the northeast corner of the 34.616 acre tract, the southeast corner of the 9.694 acre tract, an interior corner of the 233.0 acre tract and the tract described herein;

THENCE: **N 89° 55' 26" W**, along and with the north line of the 34.616 acre tract and a southerly line of the 233.0 acre tract and the 9.694 acre tract, a distance of **1438.51 feet** to a point for the southeast corner of a called 2.758 acre tract of land as conveyed to Travis Wayne Benke of record in Volume 6021 Page 435 of the Official Public records of Bexar County, Texas and a southwest exterior corner of the tract described herein, from which a found ½" iron rod bears, **S 00° 04' 34" W**, a distance of 0.36 feet;

THENCE: **N 00° 07' 26" W**, along and with the east line of the 2.758 acre tract and into and across the 9.694 acre tract and the 233.0 acre tract, a distance of **210.00 feet** to a point for the northeast corner of the 2.758 acre tract, in the north line of the 9.694 acre tract and for an interior corner of the tract described herein, from which a found ½" iron rod bears, **N 09° 25' 20" E**, a distance of 1.38 feet;

THENCE: **N 89° 55' 26" W**, along and with the north line of the 2.758 acre tract, a distance of **49.91 feet** to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a southwest exterior corner of the tract described herein;

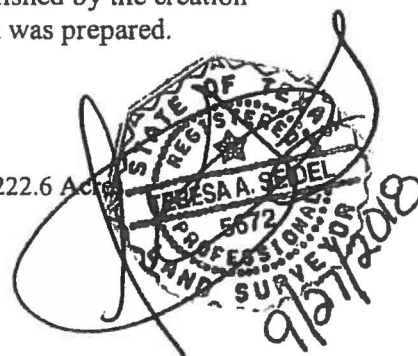
THENCE: N 00° 13' 42" E, into and across the 233.0 acre tract and the 14.85 acre tract, a distance of 338.27 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the southeast corner of the 2.744 acre tract and an exterior corner of the tract described herein

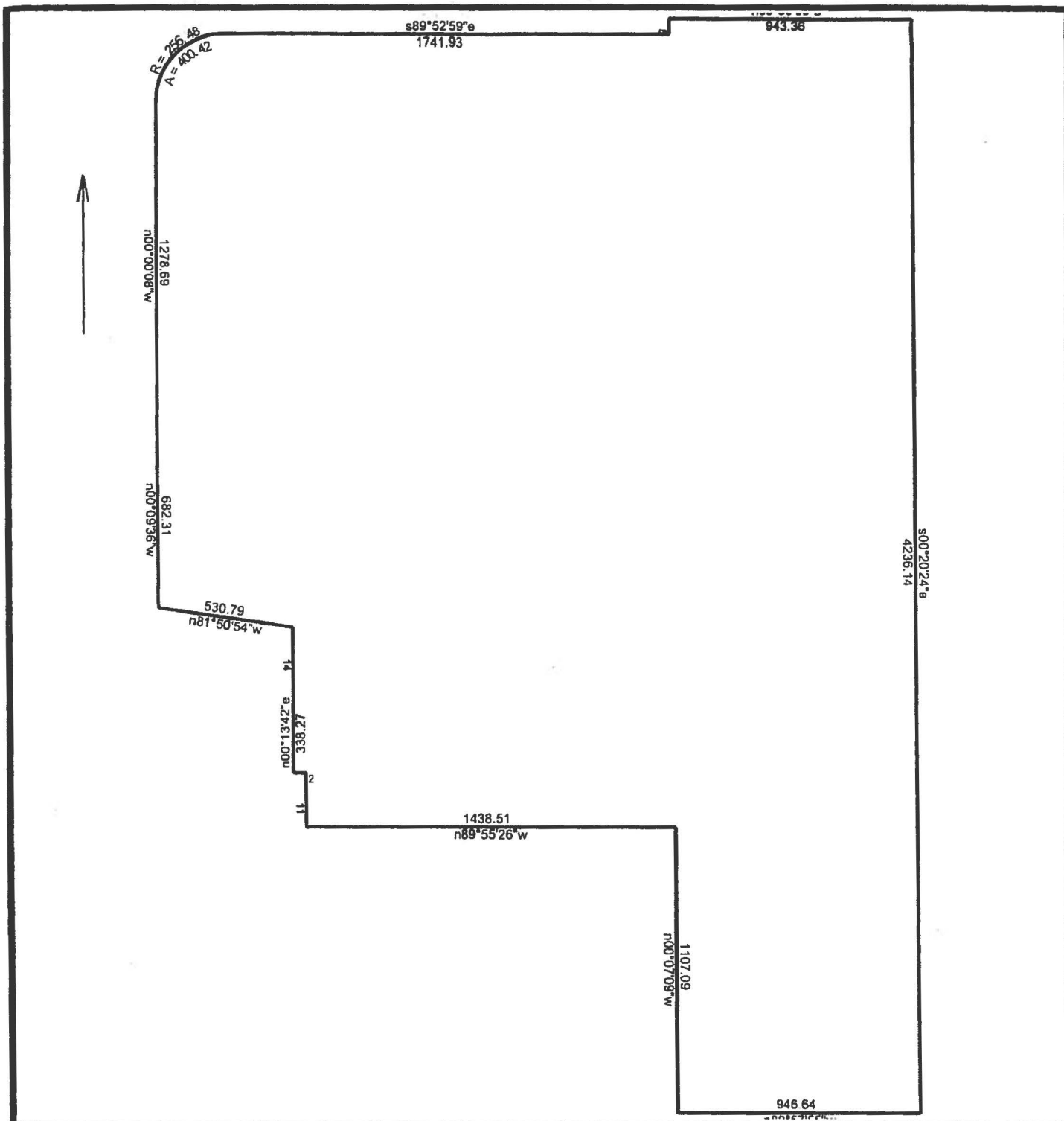
THENCE: Along and with east and north lines of the 2.744 acre tract and continuing into and across the 233.0 acre tract and the 14.85 acre tract, the following two (2) courses:

1. N 00° 07' 57" W, a distance of 227.54 feet to a found ½" iron rod for the northeast corner of the 2.744 acre tract and an interior corner of the tract described herein, and
2. N 81° 50' 54" W, a distance of 530.79 feet to the **POINT OF BEGINNING** and containing 222.6 acres, more or less, in Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by KFW Surveying. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204. Distances recited herein are surface distances using an average combined scale factor of 0.9998300289.

This document was prepared under 22tac663.21, this is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Job No.: 16-146
Prepared by: KFW Surveying
Date: January 24, 2017
File: S:\Draw 2016\16-146 Talley Rd - Benke Tract\DOCS\FN - 222.6 Acres





9/27/2018

Scale: 1 inch= 512 feet

File: 222.6 ac.ndp

Tract 1: 222.5541 Acres, Closure: s75.4645e 0.02 ft. (1/868271), Perimeter=14193 ft.

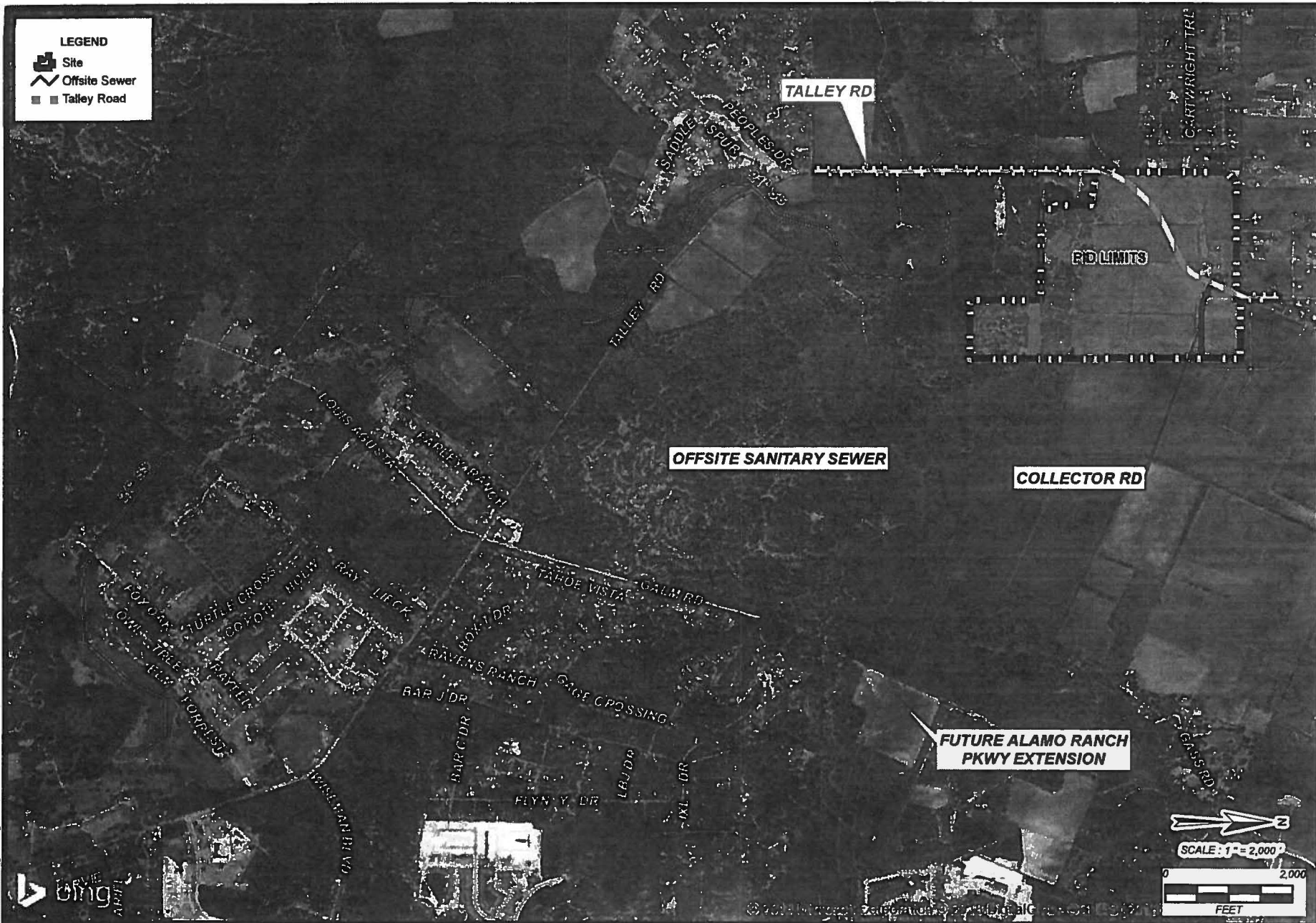
| | |
|---|---------------------|
| 01 n00.0936w 682.31 | 11 n00.0726w 210.00 |
| 02 n00.0008w 1278.69 | 12 n89.5526w 49.91 |
| 03 Rt, r=256.48, arc=400.42, chord=n44.4350e 360.98 | 13 n00.1342e 338.27 |
| 04 s89.5259e 1741.93 | 14 n00.0757w 227.54 |
| 05 n00.0609w 61.20 | 15 n81.5054w 530.79 |
| 06 n89.5900e 943.36 | |
| 07 s00.2024e 4236.14 | |
| 08 n89.5755w 946.64 | |
| 09 n00.0709w 1107.09 | |
| 10 n89.5526w 1438.51 | |

EXHIBIT B

BOUNDARY MAP OF THE DISTRICT

LEGEND

- Site
- Offsite Sewer
- Talley Road



TALLEY ROAD SPECIAL IMPROVEMENT DISTRICT
PID EXHIBIT

| | |
|--------------------|---------------|
| REVISIONS | ISSUE DATE: |
| JOB NO: 585-01-01 | |
| DATE: October 2018 | DESIGNER: |
| DRAWN: K.L. | CHECKED: B.L. |

SHEET: 1

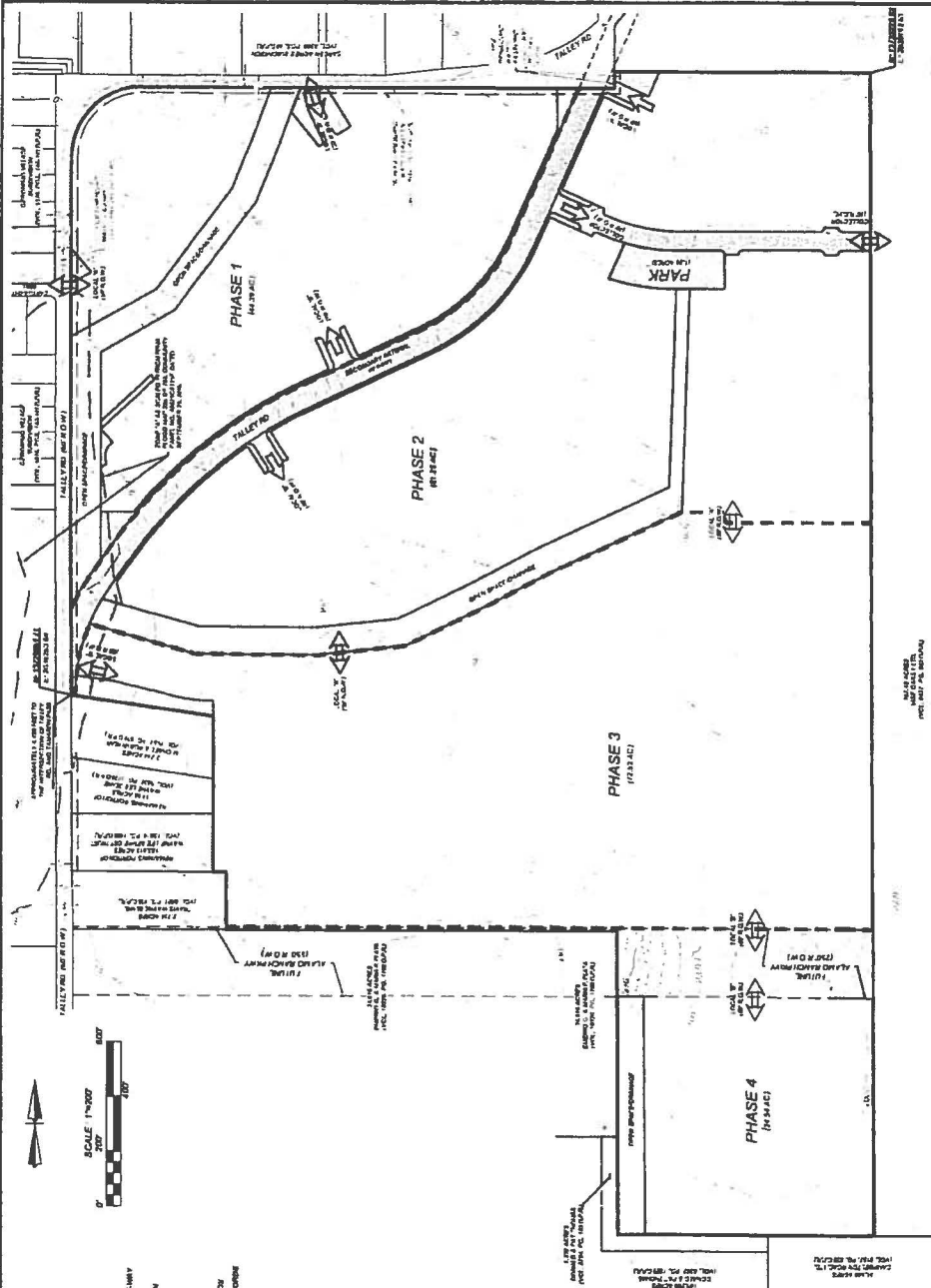


KFW
ENGINEERS + SURVEYING
 PRINC 9813
 3421 PASADENA PKWY, SUITE 200
 SAN ANTONIO, TEXAS 78231
 PHONE (210) 878-8444
 FAX (210) 878-8441

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EXHIBIT C

PROPOSED MASTER DEVELOPMENT PLAN



LEGAL DESCRIPTION

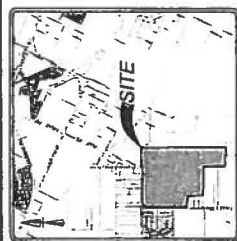
[illegible][illegible]

| Parcel Line Totals | | |
|--------------------|---------|----------------|
| Line # | Length | Location |
| 1.1 | 218.00' | N020° 00' 20"W |
| 1.2 | 49.91' | N00° 25' 10"W |
| 1.3 | 238.21' | N05° 17' 43"E |
| 1.4 | 277.64' | N00° 07' 37"W |
| 1.5 | 60.49' | N03° 05' 00"W |

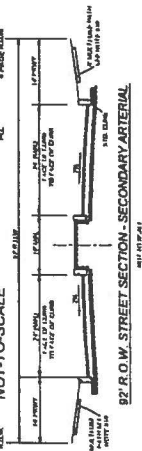
1. **NAME** (Last, first, middle initial)
 2. **DATE** (Month, day, year)
 3. **TIME** (Hour, minute)
 4. **LOCATION** (Room, building, address)
 5. **REASON** (Brief description of the incident)
 6. **ACTION** (What you did to resolve the situation)
 7. **RESULT** (The outcome of the situation)
 8. **LESSON** (What you learned from the experience)

LEGEND

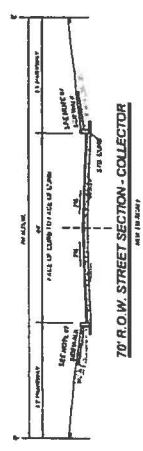
- * HIGH PRIORITY**
- * CONTROLS**
- * OPEN SPACE**
- * MAIN**
- * PROPOSED RIGHT-OF-WAY**
- * 100' TYPICAL ELEVATION**
- * PHASED IN USE**
- * CENTER LINE**
- * EXISTING PUBLIC RECORDS**
- * OFFICIAL PUBLIC RECORDS**
- * B-L-P**
- * C-L-P**
- * R-L-P**



LOCATION MAP
NOT-TO-SCALE



SECTION - SECONDARY ARTERIAL



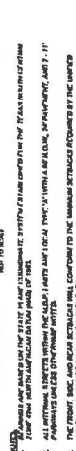
70' R.O.W. STREET SECTION - COLLECTOR



10' R.O.W. STREET SECTION - LOCAL TYPE "B"



"R.O.W. STREET SECTION - LOCAL "A"



- [illegible]



VG-6-2018-20180233035

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

Document Number: 20180233035
Recorded Date: November 29, 2018
Recorded Time: 10:40 AM
Total Pages: 48
Total Fees: \$210.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:
11/29/2018 10:40 AM



Gerard C. Rickhoff
Gerard C. Rickhoff
Bexar County Clerk