

MILITARY DRIVE & INGRAM ROAD CONTRIBUTION AGREEMENT

This Military Drive & Ingram Road Contribution Agreement (the "Agreement") is made and entered into as of the Effective Date by and between the City of San Antonio, a municipal corporation (the "City") pursuant to Ordinance No. _____ approved on _____, 2019, and Civita S Corp 2019, a Texas for-profit corporation, herein after referred to as "Civita S Corp 2019". The City and Civita S Corp 2019 are each referred to herein as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, on May 6, 2017, San Antonio voters approved the 2017-2022 Bond Program, consisting of six propositions totaling \$850 Million, which included \$10,000,000 under Proposition 1 Streets, Bridges & Sidewalk Improvements associated with the West Military Drive & Ingram Road Connectors project; and \$1,000,000 for the Ingram Road (Potranco Road to Dead End) project (together, the "Project"); and

WHEREAS, the Project will include curbs, sidewalks, bike facilities, intersections, traffic signals, lighting, landscaping, and drainage improvements; and

WHEREAS, Civita S Corp 2019 is a for profit organization that will dedicate property in fee simple, as well as, contribute design, engineering, and permitting costs associated with the Project; and

WHEREAS, Exhibit B to this Agreement documents the \$3,922,529.94 in value attributable to Civita S Corp 2019 ("Civita S Corp 2019's Funding"); and

WHEREAS, the City has agreed to contribute funds towards the completion of the Project in the amount not to exceed City contribution of \$11,000,000 inclusive of bid amount, project contingency, construction administration and management, and all City costs from the FY 2018 Approved Budget (herein after referred to as "City Funding"); and

WHEREAS, the Parties intend this Agreement to set forth each Party's responsibilities and obligations in connection with an use for the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed between the Parties as follows:

I. PURPOSE

1.1 This Project will construct a roadway, to include curbs, sidewalks, bike facilities, traffic signal, lighting, and drainage improvements, to connect two sections of Ingram Road, extend

West Military Drive to dead end into Potranco Road, and extend Ingram Road to dead end into Potranco Road.

II. TERM

2.1 Unless sooner terminated in accordance with provisions in this Agreement, the term of this Agreement shall commence upon City Council approval and execution of the Agreement by all Parties, and continue until Project Completion (defined in 2.2) at which time this Agreement shall terminate.

2.2 Project completion shall occur when the construction of the Project is accepted by the City and retainage is released to the contractor.

III. OBLIGATION OF CIVITA S CORP 2019

3.1 Civita S Corp 2019's Project contribution in the amount of \$3,922,529.94 shall include dedication of property in fee simple, as described in Exhibit C (the right of way for the connectors to Military Drive & Ingram Road, as well as an extension to the Ingram Road (Potranco Road to Dead End)), and engineering services, permitting costs, and design services as described in Exhibit B attached hereto. Civita S Corp 2019 agrees to work cooperatively with City to take all necessary steps to convey the property described in Exhibit C to City.

3.2 The Project Engineer is KFW Engineers + Surveying ("Project Engineer"). Project Engineer retains ownership of all engineering documents, drawings, estimates, specifications and all other documents and data (the "Documents") relating to the Project and granted Civita S Corp 2019 an irrevocable license to use all documents relating to the Project. Civita S Corp 2019 hereby assigns its irrevocable license to use all Documents to the City.

3.3 Civita S Corp 2019's contributions to the City shall be used by City solely in connection with the Project. Civita S Corp 2019 shall be responsible for all costs and services attributed to Civita S Corp 2019 in the budget attached hereto as Exhibit B, as well as any and all additional fees incurred in excess of the City Funding as set out in Article IV.

IV. OBLIGATION OF THE CITY

4.1 The City will contribute the funding for the Project in an amount not to exceed \$11,000,000 as provided for in Exhibit B. The City Funding shall constitute City's total contribution to the Project. No City funding will be directed to Civita S Corp 2019. Contingency and any savings that are not expended on the Project shall be retained by the City. Under no circumstances shall the City be responsible for any amounts or services in excess of City

Funding. Civita S Corp 2019 shall provide all necessary funding and services for the Project beyond the City Funding amount as set out in Exhibit B.

4.2 The City will undertake construction of the Project through its contractor and will take reasonable measure to work with the Project Engineer to ensure the Project is delivered pursuant to the Project Scope, Project Budget, and Project Schedule described in Exhibit A and Exhibit B.

4.3. The City will record the dedication of property in fee simple.

4.4 Upon request by Civita S Corp 2019 or its representative, the City will provide updates on the progress of the Project.

V. MEDIA

5.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual approval of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws without the prior written approval of the other Party.

VI. NOTICE

6.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:

Razi Hosseini, P.E., R.P.L.S.
Interim Director/City Engineer, Transportation & Capital Improvements
P.O. Box 839966
San Antonio, Texas 78283-3966

If to Civita S Corp 2019:

Edward A. Cross II
Civita S Corp 2019
200 Grayson, Ste. 124
San Antonio, Texas 78215

VII. APPLICABLE LAW

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

7.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

VIII. COMPLIANCE WITH LAWS

8.1 Each Party will comply with all applicable federal, state, and local laws, rules, and regulations which may apply to the performance of their respective obligations under this Agreement.

IX. AMENDMENTS

9.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by an amendment, in writing, executed by the Parties. Notwithstanding the foregoing, The Transportation and Capital Improvements Department Director, or designee, is authorized to reallocate City Funding between the Project line items set out in the Project Budget in Exhibit B without further City Council action, so long as such reallocation does not materially change the Project purpose set out in Article I.

X. SEVERABILITY

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

XI. LEGAL AUTHORITY

11.1 The signatories to this Agreement represent, warrant, assure, and guarantee that they have full legal authority to execute this Agreement on behalf of the Party for which they are signing and to bind such Party to all of the terms, conditions, provisions, and obligations herein contained.

XII. ENTIRE AGREEMENT

12.1 This Agreement, together with its authorizing ordinance and its exhibits, constitute the final and entire Agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

12.2 Civita S Corp 2019 covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of resulting from or related to Civita S Corp 2019's activities under this Agreement, including any acts or omissions of Civita S Corp 2019, any agent, officer, director, representative, employee, consultant or subcontractor of Civita S Corp 2019, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CIVITA S CORP 2019 AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.3 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Civita S Corp 2019 shall advise the City in writing within 3 business days of any claim or demand against the City or Civita S Corp 2019 known to Civita S Corp 2019 related to or arising out of Civita S Corp 2019's activities under this Agreement and shall see to the investigation and defense of such claim or demand at Civita S Corp 2019's cost. City shall advise Civita S Corp 2019 within 3 business days of any claim or demand against the City or Civita S Corp 2019 known the City arising out of Civita S Corp 2019's activities under this Agreement. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving Civita S Corp 2019 of any of its obligations under this paragraph.

XIII. COUNTERPARTS

13.1 For convenience of the Parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

THE CITY OF SAN ANTONIO

By:

Razi Hosseini, P.E., R.P.L.S.
Interim Director/City Engineer
Transportation & Capital Improvements

CIVITA S CORP 2019



Edward A. Cross II
President, Civita S Corp 2019

APPROVED AS TO FORM:

City Attorney

EXHIBIT A PROJECT SCOPE

Project Description:

Thoroughfare plan extension of W. Military Drive connecting from Potranco Road, including the extension of Ingram Road to Potranco. The project is divided in two parts, with the West Military Drive extension and North West Portion of Ingram Road as one project, and the western extension portion of the Ingram Road extension to Potranco as a separate project. The Project includes the dedication of land to the city, clearing and grading, pavement and curbs, utilities, select sidewalks, sanitary and storm line replacement, electrical duct bank and telecom raceway within the thoroughfare limits, landscaping, and street lighting.

Project Budget:

City will utilize allocated funds for construction of project (not to exceed \$10 million for extension of city roads Military Drive and Ingram Road from current dead end limits to Potranco Road; and not to exceed \$1 million for the extension of extended Ingram Road to Potranco Road). The project budget is described in detail in Exhibit B.

Project Schedule:

Project design is complete as of the date of this agreement. Construction completion is estimated to be August, 2020.

**EXHIBIT B
PROJECT BUDGET**

A	B	C	D
Project Line Items	Partner/Agency Funds	City Funds	Total Line Item Cost Equals B + C
COSA Construction Bid with SAWS Water & Sewer		\$7,736,268.70	\$7,736,268.70
Project Contingency		\$878,731.30	\$878,731.30
City Administration Costs (Including all professional services, including construction administration)		\$1,542,637.33	\$1,542,637.33
CPS Lighting		\$700,000.00	\$700,000.00
Material Testing		\$77,362.67	\$77,362.67
Project Management services	\$236,000		\$236,000
Civil Engineering Survey	\$1,585,000		\$1,585,000
Other Design Consultants	\$450,000		\$450,000
Appraisal	\$10,000		\$10,000
Regulatory/printing/permits/advert/CLOMR LOMR	\$50,000	\$65,000	\$115,000
ROW Dedication (10.01 ac @\$3.65/sf)	\$1,591,529.94		\$1,591,529.94
	Total: \$3,922,529.94	Total: \$11,000,000.00	Total Project Funds: \$14,922,529.94

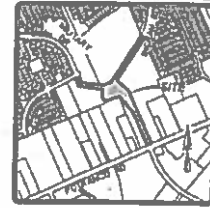
EXHIBIT C DEDICATION OF PROPERTY

NOTES

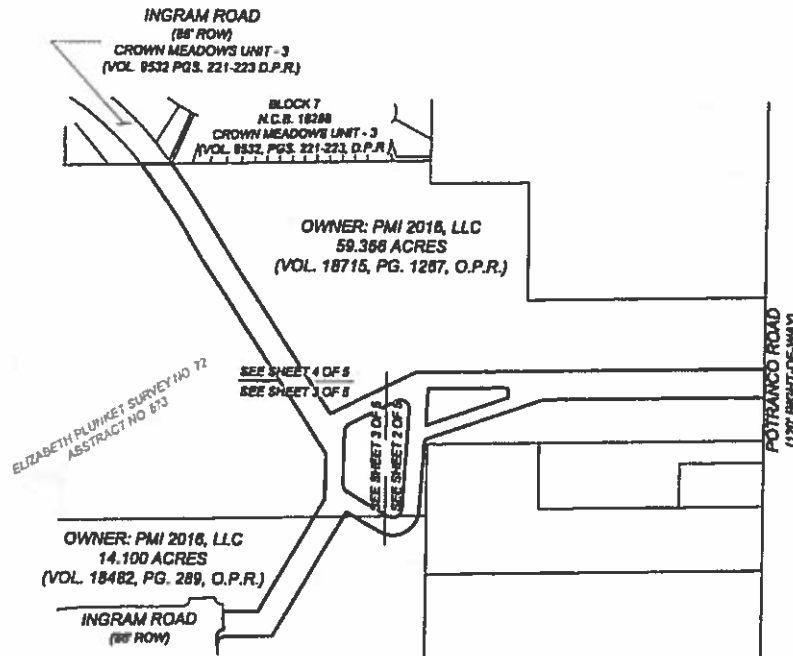
1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS SOUTH CENTRAL ZONE 4204, NORTH AMERICAN DATUM (NAD) OF 1983 (2011).
2. THE TRACT SHOWN HEREON IS SUBJECT TO ALL CITY OF SAN ANTONIO AND BEXAR COUNTY ORDINANCES AND RESTRICTIONS.
3. METES AND BOUNDS WERE PREPARED FOR THIS SURVEY.
4. ADJOINERS SHOWN HEREON ARE PER CURRENT BEXAR COUNTY APPRAISAL DISTRICT RECORDS AND OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



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"
- ☒ TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
- MON MONUMENT TYPE I OR TYPE II AS NOTED
- O.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY TEXAS
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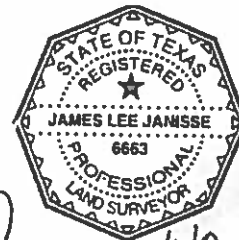


ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED
CAN BE DIRECTED TO:
THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING
1700 PARK 50 CHURCH BLVD. A, SUITE 400 SAC 328 AUSTIN, TX 78701
PHONE 512.529.6262 FAX 512.529.6262

SURVEY EXHIBIT OF



A 12.91 ACRE TRACT OF LAND, OUT OF THE ELIZABETH PLUNKET SURVEY, SECTION NO. 72, ABSTRACT NO. 673, BEXAR COUNTY, TEXAS, OUT OF A CALLED 59.366 ACRE TRACT, CONVEYED TO PMI 2016, LLC, OF RECORD IN VOLUME 18715, PAGE 1267, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND OUT OF A CALLED 14.10 ACRE TRACT, CONVEYED TO PMI 2016, LLC, OF RECORD IN VOLUME 18482, PAGE 289, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SAVE AND EXCEPT A 0.8638 ACRE TRACT AND A 1.8448 ACRE TRACT.



James Janisse 12/14/18
JAMES L. JANNISSE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6663
EMAIL: JJANNISSE@KFWENGINEERS.COM
DATE OF SURVEY:
PROJECT NO.: 17-008

REVISION	DATE
1	12-14-18
2	12-14-18
3	12-14-18
4	12-14-18
5	12-14-18

SHEET: 1 OF 5

NOTES

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5. FOR LINE AND CURVE TABLES SEE SHEET 5.



SCALE 1"=200'



LOCATION MAP
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SYMBOL LEGEND

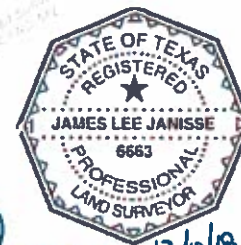
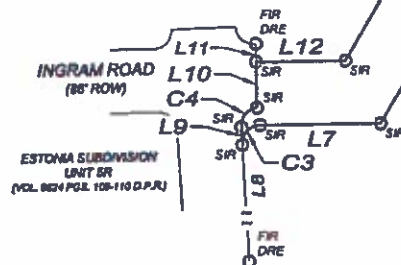
- ☐ FIR FOUND 1/2" IRON ROD OR AS NOTED
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- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

OWNER: PMI 2016, LLC
59.388 ACRES
(VOL. 18715, PG. 1287, O.P.R.)

TRACT C
1.5648 ACRES

TRACT A
10.01 ACRES

OWNER: PMI 2016, LLC
14.100 ACRES
(VOL. 18482, PG. 289, O.P.R.)



James Janisse
JAMES L. JANISSE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6663
EMAIL: JJANISSE@KFWENGINEERS.COM
DATE OF SURVEY:
PROJECT NO.: 17-008



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THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS
1700 PINE ST. SUITE 2000 A, SUITE 2000 AUSTIN, TX 78701
PHONE 512 530 5853 FAX 512 530 5853

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A 10.01 ACRE TRACT OF LAND, OUT OF THE ELIZABETH PLUNKET SURVEY, SECTION NO. 72, ABSTRACT NO. 573, BEXAR COUNTY, TEXAS, OUT OF A CALLED 59.388 ACRE TRACT, CONVEYED TO PMI 2016, LLC, OF RECORD IN VOLUME 18715, PAGE 1287, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND OUT OF A CALLED 14.100 ACRE TRACT, CONVEYED TO PMI 2016, LLC, OF RECORD IN VOLUME 18482, PAGE 289, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SAVE AND EXCEPT A 0.5038 ACRE TRACT AND A 1.5648 ACRE TRACT.

REVISIONS	REASON FOR FILE
DATE 12/10/18	DESIGNED AJ
DATE 12/10/18	CHECKED AJ

SHEET: 3 OF 5

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NOTES

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SCALE 1"=200'



LOCATION MAP
NOT-TO-SCALE

SYMBOL LEGEND

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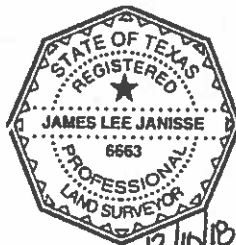
INGRAM ROAD
(86' ROW)
CROWN MEADOWS UNIT - 3
(VOL. 9532 PGS. 221-223 D.P.R.)

BLOCK 7
N.O.B. 18298
CROWN MEADOWS UNIT - 3
(VOL. 9532, PGS. 221-223, D.P.R.)

OWNER: PMI 2016, LLC
58.388 ACRES
(VOL. 18715, PG. 1267, O.P.R.)

TRACT A
10.01 ACRES

MATCHLINE
SEE SHEET 3 OF 5



12/16/18

James L. Janisse
JAMES L. JANISSE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6663
EMAIL: JJANISSE@KFWENGINEERS.COM
DATE OF SURVEY:
PROJECT NO.: 17-008



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1700 PINE ST. SUITE 500, AUSTIN, TEXAS 78701
PHONE: 512-229-8800 FAX: 512-229-8801

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REVISIONS	DATE

SHEET: 4 OF 5

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NOTES

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Line Table		
LINE #	LENGTH	DIRECTION
L1	98.02'	S66°07'31"W
L2	764.09'	N24°55'19"W
L3	421.02'	N42°41'22"W
L4	233.79'	S89°47'02"W
L5	130.17'	N06°34'36"E
L6	493.81'	N83°25'24"W
L7	184.93'	N24°49'50"W
L8	455.37'	S82°24'31"W
L9	23.98'	N82°24'31"E
L10	82.23'	N64°47'00"E
L11	24.32'	N64°47'00"E
L12	121.07'	S24°49'50"E
L13	445.56'	S83°25'24"E
L14	154.52'	N86°53'32"E
L15	758.82'	N32°43'02"E
L16	147.41'	N34°38'34"E
L17	113.69'	N30°29'00"E
L18	108.52'	S24°53'45"E
L19	113.69'	S30°29'00"W
L20	147.41'	S34°38'34"W
L21	648.96'	S32°43'02"W
L22	321.48'	S50°12'58"E
L23	1206.95'	S24°55'19"E
L24	48.58'	N69°26'30"E
L25	122.99'	N89°47'02"E
L26	266.40'	S24°55'19"E
L27	30.62'	S65°04'41"W
L28	285.32'	N42°41'22"W

Line Table		
LINE #	LENGTH	DIRECTION
L29	60.00'	N20°12'58"W
L30	163.88'	N06°34'36"E
L31	179.33'	N86°53'32"E
L32	179.36'	S50°12'58"E
L33	342.65'	S89°47'02"W

Curve Table					
Curve #	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD DIST
C1	17.68'	15.00'	087°31'36"	N76°27'10"W	16.67'
C2	183.46'	90.00'	116°47'35"	N51°49'11"W	153.31'
C3	40.47'	25.00'	092°45'39"	N71°12'39"W	36.20'
C4	37.85'	25.00'	088°16'57"	S74°26'53"E	34.19'
C5	35.06'	1043.00'	001°55'33"	N33°40'48"E	35.05'
C6	69.47'	957.00'	004°09'34"	N32°33'47"E	69.46'
C7	60.55'	1107.00'	003°08'01"	N28°55'00"E	60.54'
C8	75.72'	1043.00'	004°09'34"	S32°33'47"W	75.70'
C9	32.17'	957.00'	001°55'33"	S33°40'48"W	32.16'
C10	9.16'	18.25'	028°45'54"	N28°16'25"W	9.07'
C11	8.52'	14.00'	034°51'00"	S07°29'49"E	8.38'
C12	4.17'	14.00'	017°04'57"	N51°13'50"W	4.16'
C13	61.15'	30.00'	116°47'35"	N51°49'11"W	51.10'
C14	31.58'	30.00'	080°18'56"	N36°44'04"E	30.14'
C15	32.93'	30.00'	082°53'30"	S81°39'43"E	31.30'
C16	62.83'	30.00'	120°00'00"	S09°47'02"W	51.98'

For a full and complete description of the services provided by KFW Surveying, please refer to the KFW Surveying website at www.kfw-surveying.com. ANY COMPLAINTS REGARDING THE SERVICES YOU HAVE RECEIVED CAN BE DIRECTED TO: THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS (1700 MARKS IN CIRCLE BLVD., SUITE 100, DALLAS, TX 75201) PHONE: 214-226-1232, FAX: 214-226-1233



KFW
SURVEYING
2000 Ross Road, Suite 100, Rockwall, TX 75087
Phone: 214-226-1232 Fax: 214-226-1233
www.kfw-surveying.com



SURVEY EXHIBIT OF

James Janisse
JAMES L. JANISSE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6663
EMAIL: JJANISSE@KFWENGINEERS.COM
DATE OF SURVEY:
PROJECT NO.: 17-008

A 10.01 ACRE TRACT OF LAND, OUT OF THE ELIZABETH PLUNKET SURVEY, SECTION NO. 72, ABSTRACT NO. 873, BEXAR COUNTY, TEXAS, OUT OF A CALLED 50.386 ACRE TRACT, CONVEYED TO PM 2018, LLC, OF RECORD IN VOLUME 18713, PAGE 1287, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, AND OUT OF A CALLED 14.15 ACRE TRACT, CONVEYED TO PM 2018, LLC, OF RECORD IN VOLUME 18482, PAGE 287, OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SAVE AND EXCEPT A 0.5038 ACRE TRACT AND A 1.5848 ACRE TRACT.

REVISIONS	REVISION DATE
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SHEET: 5 OF 5

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**FIELD NOTES
FOR TRACT A
A 10.01 ACRE TRACT**

A 10.01 acre tract of land, out of the Elizabeth Plunket Survey, Section No. 72, Abstract No. 573, Bexar County, Texas, out of a called 59.366 acre tract, conveyed to PMI 2016, LLC., of record in Volume 18715, Page 1267, of the Official Public Records of Bexar County, Texas, and out of a called 14.10 acre tract, conveyed to PMI 2016, LLC., of record in Volume 18482, Page 289, of the Official Public Records of Bexar County, Texas, save and except a 0.5038 acre tract and a 1.5648 acre tract, and being more particularly described by metes and bounds as follows:

COMMENCING at a found $\frac{1}{4}$ " iron rod in the northwest line of Potranco Road, a 120.00 foot right-of-way, for the south corner of a called 1.1402 acre remainder of Lot 1, Falbo Subdivision, of record in Volume 9511, Page 138, of the Deed and Plat Records of Bexar County, Texas, the most southerly east corner of the 59.366 acre tract;

THENCE: S 66°07'31" W, along and with the northwest line of Potranco Road, the southeast line of the 59.366 acre tract, a distance of 242.84 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the most southerly east corner and **POINT OF BEGINNING** of the tract described herein;

THENCE: S 66°07'31" W, continuing along and with the northwest line of Potranco Road, the southeast line of the 59.366 acre tract and the tract described herein, a distance of 98.02 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the south corner of the tract described herein, from which a found $\frac{1}{2}$ " iron rod with a cap stamped "PAPE DAWSON" bears S 66°07'31" W, a distance of 147.81 feet for the southeast corner of Lot 11, of the Cenizo Northwest Subdivision, of record in Volume 9567, Page 166, of the Deed and Plat Records of Bexar County, Texas;

THENCE: leaving the northwest line of Potranco Road, into and across the 59.366 acre tract and the 14.10 acre tract, the following nine (9) courses:

1. N 24°55'19" W, a distance of 764.09 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point,
2. N 42°41'22" W, a distance of 421.02 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left,
3. With the curve to the left having a radius of 15.00 feet, an arc length of 17.68 feet, a delta angle of 067°31'36" and a chord bears N 76°27'10" W, a distance of 16.67 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
4. S 69°47'02" W, a distance of 233.79 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
5. With the curve to the right having a radius of 90.00 feet, an arc length of 183.46 feet, a delta angle of 116°47'35", and a chord bears N 51°49'11" W, a distance of 153.31 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
6. N 06°34'36" E, a distance of 130.17 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner,

7. N 83°25'24" W, a distance of 493.81 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point,
8. N 24°49'50" W, a distance of 164.93 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left, and
9. With the curve to the left having a radius of 25.00 feet, an arc length of 40.47 feet, a delta angle of 092°45'39", and a chord bears N 71°12'39" W, a distance of 36.20 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" in the southeast line of Ingram Road, an 86.00 foot right-of-way, per the Estonia Subdivision, Unit 5R, of record in Volume 9624, Pages 109-110, of the Deed and Plat Records of Bexar County, Texas, the northwest line of the 14.10 acre tract, for the end of curve, from which a found ½" iron rod with a cap stamped "DRE" bears S 62°24'30" W, a distance of 455.37 feet for the north corner of Lot 901, Block 66, of Estonia Subdivision, Unit 5R;

THENCE: along and with the southeast line of Ingram Road, the northwest line of the 14.10 acre tract, the following three (3) courses:

1. N 62°24'31" E, a distance of 23.96 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
2. With the curve to the right having a radius of 25.00 feet, an arc length of 37.65 feet, a delta angle of 086°16'57" and a chord bears, S 74°26'53" E, a distance of 34.19 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve, and
3. N 64°47'00" E, a distance of 62.23 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an exterior corner of the tract described herein, from which a found ½" iron rod with a plastic cap stamped "DRE" bears N 64°47'00" E, a distance of 24.32 feet;

THENCE: leaving the southeast line of Ingram Road, into and across the 14.10 acre tract and the 59.366 acre tract, the following nine (9) courses:

1. S 24°49'50" E, a distance of 121.07 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point,
2. S 83°25'24" E, a distance of 445.56 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point,
3. N 66°53'32" E, a distance of 154.52 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point,
4. N 32°43'02" E, a distance of 756.82 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
5. With the curve to the right having a radius of 1043.00 feet, an arc length of 35.06 feet, a delta angle of 001°55'33", and a chord bears N 33°40'48" E, a distance of 35.05 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
6. N 34°38'34" E, a distance of 147.41 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left,
7. With the curve to the left having a radius of 957.00 feet, an arc length of 69.47 feet, a delta angle of 004°09'34", and a chord bears N 32°33'47" E, a distance of 69.46 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
8. N 30°29'00" E, a distance of 113.69 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left, and

9. With the curve to the left having a radius of 1107.00 feet, an arc length of 60.55 feet, a delta angle of 003°08'01", and a chord bears N 28°55'00" E, a distance of 60.54 feet to a found ½" iron rod in the northwest line of Ingram Road, a 86.00 foot right-of-way, per the Crown Meadows Subdivision, Unit 3, of record in Volume 9532, Pages 221-223, of the Deed and Plat Records of Bexar County, Texas, the northeast line of the 59.366 acre tract, for the south corner of Lot 19, Block 6, Crown Meadows Subdivision, Unit 3, the north corner of the tract described herein;

THENCE: S 24°53'45" E, along and with the southwest line of Crown Meadows Subdivision, Unit 3, and Ingram Road, the northeast line of the 59.366 acre tract, a distance of 106.52 feet to a found ½" iron rod in the southeast line of Ingram Road for the west corner of Lot 20, Block 7, Crown Meadows Subdivision, Unit 3, an exterior corner of the tract described herein;

THENCE: leaving the southwest line of Crown Meadows Subdivision, Unit 3, and Ingram Road, into and across the 59.366 acre tract, the following seven (7) courses:

1. S 30°29'00" W, a distance of 113.69 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
2. With the curve to the right having a radius of 1043.00 feet, an arc length of 75.72 feet, a delta angle of 004°09'34", and a chord bears S 32°33'47" W, a distance of 75.70 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
3. S 34°38'34" W, a distance of 147.41 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left,
4. With the curve to the left having a radius of 957.00 feet, an arc length of 32.17 feet, a delta angle of 001°55'33", and a chord bears S 33°40'48" W, a distance of 32.16 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
5. S 32°43'02" W, a distance of 648.96 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an interior corner,
6. S 50°12'58" E, a distance of 321.48 feet to a set ½" iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle point, and
7. S 24°55'19" E, a distance of 1206.95 feet to the **POINT OF BEGINNING** and containing 10.01 acres, more or less, situated in Bexar County, Texas. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

**FIELD NOTES
FOR TRACT B
A 0.5038 ACRE SAVE AND EXCEPT TRACT**

A 0.5038 acre tract of land, out of the Elizabeth Plunket Survey, Section No. 72, Abstract No. 573, Bexar County, Texas, out of the 10.01 acre tract surveyed this same day, and being more particularly described by metes and bounds as follows:

COMMENCING at a found $\frac{1}{4}$ " iron rod in the northwest line of Potranco Road, a 120.00 foot right-of-way, for the south corner of a called 1.1402 acre remainder of Lot 1, Falbo Subdivision, of record in Volume 9511, Page 138, of the Deed and Plat Records of Bexar County, Texas, the most southerly east corner of a called 59.366 acre tract, conveyed to VIA Metropolitan Transit, of record in Volume 6267, Page 1215, of the Official Public Records of Bexar County, Texas;

THENCE: S $66^{\circ}07'31''$ W, along and with the northwest line of Potranco Road, the southeast line of the 59.366 acre tract and the 10.01 acre tract, a distance of 340.86 to a point for the south corner of the 10.01 acre tract, from which a found $\frac{1}{4}$ " iron rod with a cap stamped "PAPE DAWSON" bears S $66^{\circ}07'31''$ W, a distance of 147.81 feet for the southeast corner of Lot 11, of the Cenizo Northwest Subdivision, of record in Volume 9567, Page 166, of the Deed and Plat Records of Bexar County, Texas;

THENCE: leaving the northwest line of Potranco Road, over and across the 59.366 acre tract, along and with the southwest line of the 10.01 acre tract, the following two (2) courses:

1. N $24^{\circ}55'19''$ W, a distance of 764.09 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle, and
2. N $42^{\circ}41'22''$ W, a distance of 421.02 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left of the 10.01 acre tract;

THENCE: N $69^{\circ}26'30''$ E, leaving the southwest line of the 10.01 acre tract, over and across the same, a distance of 48.58 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right and the **POINT OF BEGINNING** of the tract described herein;

THENCE: into and across the 10.01 acre tract, the following seven (7) courses:

1. With the curve to the right having a radius of 18.25 feet, an arc length of 9.16 feet, a delta angle of $028^{\circ}45'54''$, and a chord bears N $28^{\circ}18'25''$ W, a distance of 9.07 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
2. N $69^{\circ}47'02''$ E, a distance of 122.99 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the northeast corner of the tract described herein,
3. S $24^{\circ}55'19''$ E, a distance of 266.40 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
4. With the curve to the right having a radius of 14.00 feet, an arc length of 8.52 feet, a delta angle of $034^{\circ}51'00''$, and a chord bears S $07^{\circ}29'49''$ E, a distance of 8.38 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
5. S $65^{\circ}04'41''$ W, a distance of 30.62 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
6. With the curve to the left having a radius of 14.00 feet, an arc length of 4.17 feet, a delta angle of $017^{\circ}04'57''$, and a chord bears N $51^{\circ}13'50''$ W, a distance of 4.16 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve, and
7. N $42^{\circ}41'22''$ W, a distance of 285.32 feet to the **POINT OF BEGINNING** and containing 0.5038 acres, more or less, situated in Bexar County, Texas. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

**FIELD NOTES
FOR TRACT C
A 1.5648 ACRE SAVE AND EXCEPT TRACT**

A 1.5648 acre tract of land, out of the Elizabeth Plunket Survey, Section No. 72, Abstract No. 573, Bexar County, Texas, out of the 10.01 acre tract surveyed this same day, and being more particularly described by metes and bounds as follows:

COMMENCING at a found $\frac{1}{4}$ " iron rod in the northwest line of Potranco Road, a 120.00 foot right-of-way, for the south corner of a called 1.1402 acre remainder of Lot 1, Falbo Subdivision, of record in Volume 9511, Page 138, of the Deed and Plat Records of Bexar County, Texas, the most southerly east corner of a called 59.366 acre tract, conveyed to VIA Metropolitan Transit, of record in Volume 6267, Page 1215, of the Official Public Records of Bexar County, Texas;

THENCE: S $66^{\circ}07'31''$ W, along and with the northwest line of Potranco Road, the southeast line of the 59.366 acre tract and the 10.01 acre tract, a distance of 340.86 to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the south corner of the 10.01 acre tract, from which a found $\frac{1}{4}$ " iron rod with a cap stamped "PAPE DAWSON" bears S $66^{\circ}07'31''$ W, a distance of 147.81 feet for the southeast corner of Lot 11, of the Cenizo Northwest Subdivision, of record in Volume 9567, Page 166, of the Deed and Plat Records of Bexar County, Texas;

THENCE: leaving the northwest line of Potranco Road, over and across the 59.366 acre tract, along and with the southwest and northwest lines of the 10.01 acre tract, the following five (5) courses:

1. N $24^{\circ}55'19''$ W, a distance of 764.09 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for an angle,
2. N $42^{\circ}41'22''$ W, a distance of 421.02 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the left,
3. With the curve to the left having a radius of 15.00 feet, an arc length of 17.68 feet, a delta angle of $067^{\circ}31'36''$, and a chord bears N $76^{\circ}27'10''$ W, a distance of 16.67 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve, and
4. S $69^{\circ}47'02''$ W, a distance of 233.79 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right of the 10.01 acre tract;

THENCE: N $20^{\circ}12'58''$ W, leaving the northwest line of the 10.01 acre tract, over and across the same, a distance of 60.00 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right and the **POINT OF BEGINNING** of the tract described herein;

THENCE: into and across the 10.01 acre tract, the following eight (8) courses:

1. With the curve to the right having a radius of 30.00 feet, an arc length of 61.15 feet, a delta angle of $116^{\circ}47'35''$, and a chord bears N $51^{\circ}49'11''$ W, a distance of 51.10 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
2. N $06^{\circ}34'36''$ E, a distance of 163.88 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
3. With the curve to the right having a radius of 30.00 feet, an arc length of 31.58 feet, a delta angle of $060^{\circ}18'56''$, and a chord bears N $36^{\circ}44'04''$ E, a distance of 30.14 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
4. N $66^{\circ}53'32''$ E, a distance of 179.33 feet to a set $\frac{1}{4}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,

5. With the curve to the right having a radius of 30.00 feet, an arc length of 32.93 feet, a delta angle of $062^{\circ}53'30''$, and a chord bears $S 81^{\circ}39'43'' E$, a distance of 31.30 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve,
6. $S 50^{\circ}12'58'' E$, a distance of 179.36 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for a point of curvature to the right,
7. With the curve to the right having a radius of 30.00 feet, an arc length of 62.83 feet, a delta angle of $120^{\circ}00'00''$, and a chord bears $S 09^{\circ}47'02'' W$, a distance of 51.96 feet to a set $\frac{1}{2}$ " iron rod with a blue plastic cap stamped "KFW SURVEYING" for the end of curve, and
8. $S 69^{\circ}47'02'' W$, a distance of 342.65 feet to the POINT OF BEGINNING and containing 1.5648 acres, more or less, situated in Bexar County, Texas. Bearings are based on NAD83 (2011) Texas State Plane South Central Zone, 4204.

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James Jamisse

12/10/18