LOH
12/11/14
Item No. 32

AN ORDINANCE 2014-12-11-1029

AMENDING THE INDUSTRIAL DISTRICT NON-ANNEXATION AND BASIC FIRE SERVICES AGREEMENTS WITH THE TEXAS RESEARCH AND TECHNOLOGY FOUNDATION TO REMOVE PROPERTY LOCATED IN THE TEXAS RESEARCH AND TECHNOLOGY FOUNDATION INDUSTRIAL DISTRICT.

* * * * *

WHEREAS, in order to attract businesses and jobs in a city's extraterritorial jurisdiction (the "ETJ"), the Texas Local Government Code authorizes cities to designate portions of its ETJ as Industrial Districts and enter into non-annexation agreements for 15 year periods, and to provide fire-protection services for a fee in those Industrial Districts; and

WHEREAS, the Texas Research and Technology Foundation (the "TRTF"), is a bio-science research development entity located at 14815 Omicron Drive approximately 20 miles west of San Antonio, that manages the Texas Research Park (the "TRP"), which is comprised of all the land in the TRTF Industrial District established on March 27, 1986 to support development of the TRP, consisting of over 300,000 sq. ft. of commercial facilities and approximately 400 employees; and

WHEREAS, non-annexation and basic fire services agreements with TRTF have previously been approved by City Council on four occasions, with the current agreements effective from January 1, 2011 through December 31, 2015; and

WHEREAS, TRTF has requested a change to the existing boundaries of the TRTF Industrial District to remove approximately 429.6 acres from TRP's current 930.95 acre tract located in Bexar and Medina Counties, in order to permit TRTF to sell the property for residential developments to fund on-going operations of TRTF but has agreed to continue to pay the current annual fee of $35,000.00 collected by the City under the Basic Fire Services Agreement; and

WHEREAS, the City's Planning Commission considered TRTF's request and recommended approval of the amendments at its December 3, 2014 meeting; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The amendments to the Industrial District Non-Annexation Agreement and Basic Fire Services Agreement set out in **ATTACHMENT A** and **ATTACHMENT B,** respectively, with the Texas Research and Technology Foundation are hereby approved.

SECTION 2. This Ordinance shall be effective immediately upon passage by at least eight affirmative votes or, upon receiving fewer, on the tenth day after passage.

LOH
12/11/14
Item No. 32

PASSED AND APPROVED this 11th day of December, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**32 (in consent vote: 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20A, 20B, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 36A, 36B, 37A, 37B, 38A, 38B, 39A, 39B, 41)**
Date:	12/11/2014
Time:	02:45:24 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing amendments to the Industrial District Non-annexation Agreement and the Basic Fire Services Agreement between the City and the Texas Research and Technology Foundation authorized by Ordinance No. 2010-12-09-1046 dated December 9, 2010, to remove property located in the Texas Research and Technology Foundation Industrial District. [Carlos Contreras, Assistant City Manager; Rene Dominguez, Director, Economic Development Department]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1	x					
Keith Toney	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

ATTACHMENT A

STATE OF TEXAS

COUNTY OF BEXAR

FIRST AMENDMENT TO INDUSTRIAL DISTRICT NON-ANNEXATION AGREEMENT

This First Amendment to Industrial District Non-Annexation Agreement (hereinafter referred to as "Amendment") is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its City Manager or designee, pursuant to Ordinance No. _____ dated _____, 201__, and Texas Research and Technology Foundation (hereinafter referred to as "TRTF"), a non-profit foundation formed under the laws of the State of Texas, acting by and through its Executive Director hereto duly authorized; (collectively, the "Parties").

The Parties hereto agree and are bound by the following amendments to the terms of the original Industrial District Non-Annexation Agreement (the "Agreement") approved by Ordinance No. 2010-12-09-1046, dated December 9, 2010; except as noted, all other terms remain binding and unchanged:

I. *The first recital contained within the Agreement is amended and replaced in its entirety with the following paragraph:*

WHEREAS, TRTF is the current owner of an approximately 501.34 acre tract of land situated in Bexar and Medina Counties, Texas, which is more particularly described in Attachment I hereto, hereinafter referred to as the "Property") and which is located within the extraterritorial jurisdiction of the City of San Antonio, as that term is defined in Section 42.021 Extent of Extraterritorial Jurisdiction, Local Government Code, V.A.T.C.S., and was previously designated the TRTF Industrial District (hereinafter referred to as "Industrial District"); and

II. *Section 6 within the Agreement is amended and replaced in its entirety with following paragraph for all purposes:*

SECTION 6. TRTF agrees that the Property shall be for the exclusive use of a qualified targeted industry consistent with the City of San Antonio Tax Abatement Guidelines and Criteria and the City of San Antonio Unified Development Code. TRTF agrees that no Uses permitted in the I-2 zoning district in accordance with Table 311-2 Non Residential Use Matrix, of the City of San Antonio Unified Development Code, shall be permitted within 1000 feet of planned or developed residential uses, except that Biomedical Manufacturing Uses may be permitted.

III. *Section 10 within the Agreement is amended and replaced in its entirety with the following paragraph for all purposes:*

SECTION 10. Subject to Section 6 of this Agreement, TRTF agrees that all land use and construction in the Industrial District shall comply with all applicable City Codes and regulation including TCEQ regulations. Prior to commencement of construction of any structure in the Industrial District, TRTF agrees to deliver plans certified by all engineers employed for such construction including, but not limited to, structural, mechanical and electrical engineers to CITY's Director of Building Inspections.

Said certified plans shall indicate that the plans and specifications for the components of work for each engineer comply with all applicable provisions of City Codes and ordinances. Upon completion of each structure in the Industrial District, TRTF shall deliver certificates to said Director from the architect, engineer(s), and/or construction manager duly licensed in the State of Texas, certifying that there has been such compliance in the construction of the completed structures.

IV. Attachments I, II and III referenced and contained within the Agreement are amended and replaced in their entirety with the documents attached hereto and included herein for all purposes as Attachments I, II and III. For purposes of reference only, the documents include:

Attachment I – the "Property";
Attachment II – the "Petition for Annexation"; and
Attachment III – the "Basic Fire Services Agreement and its First Amendment".

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

EXECUTED in triplicate, each of which shall constitute an Original, this _____th day of _____, 201___.

CITY OF SAN ANTONIO

_____
Carlos J. Contreras, III
Assistant City Manager

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
Leslie O. Haby
Assistant City Attorney

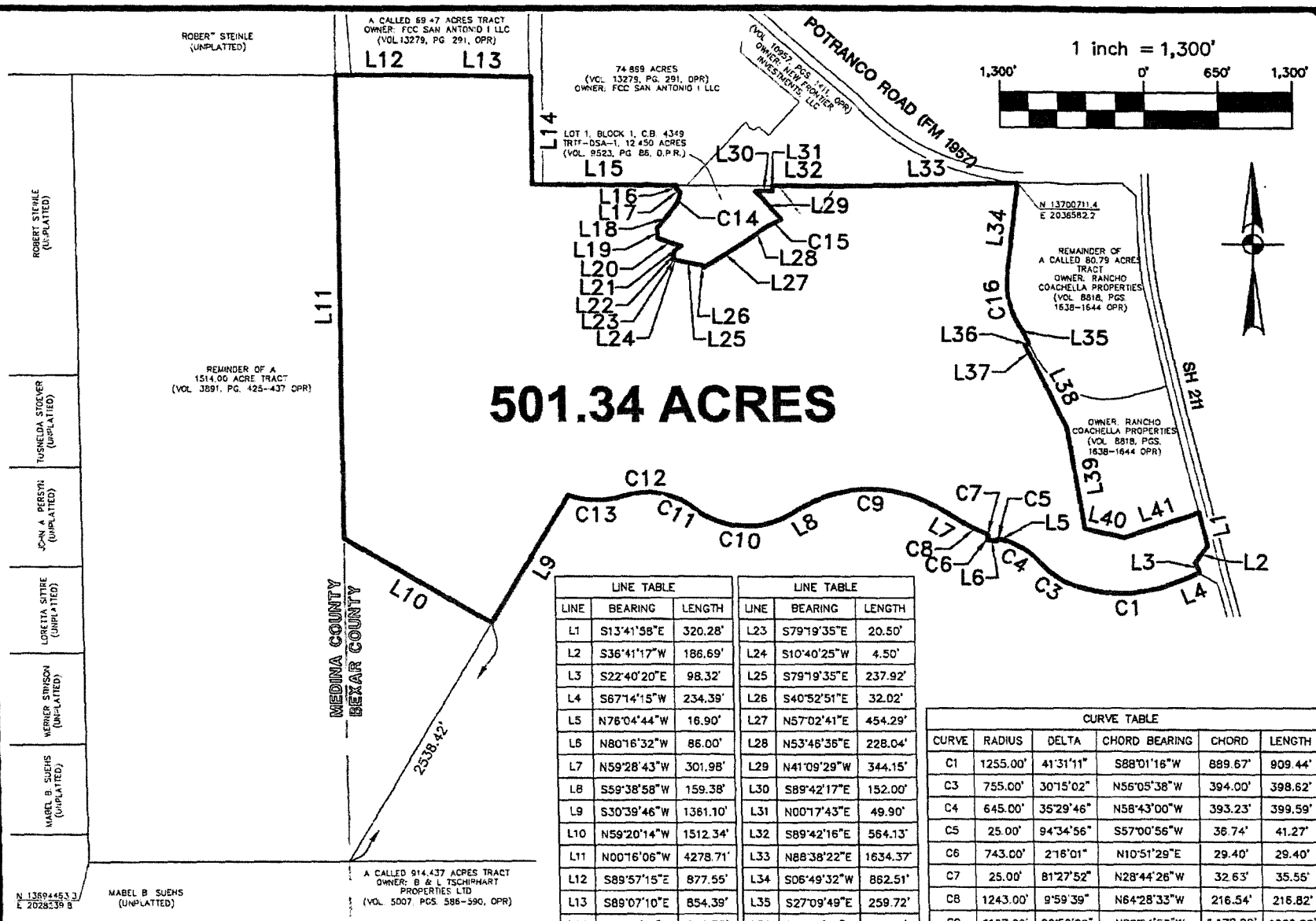
TEXAS RESEARCH AND TECHNOLOGY FOUNDATION

_____
York Duncan
Executive Director

ATTEST:

_____
Name: _____
Title: _____

ATTACHMENT I
Property



LINE TABLE		
LINE	BEARING	LENGTH
L1	S13°41'58"E	320.28'
L2	S36°41'17"W	186.69'
L3	S22°40'20"E	98.32'
L4	S67°14'15"W	234.39'
L5	N76°04'44"W	16.90'
L6	N80°16'32"W	86.00'
L7	N59°28'43"W	301.98'
L8	S59°38'58"W	159.38'
L9	S30°39'46"W	1361.10'
L10	N59°20'14"W	1512.34'
L11	N00°16'06"W	4278.71'
L12	S89°57'15"E	877.55'
L13	S89°07'10"E	854.39'
L14	S00°15'41"W	993.33'
L15	S89°42'16"E	1282.78'
L16	S00°44'15"E	34.90'
L17	S44°42'17"E	48.94'
L18	S39°22'11"W	236.97'
L19	S03°54'42"E	95.78'
L20	S70°13'28"E	216.94'
L21	S50°56'56"W	74.80'
L22	S10°40'25"W	77.94'

LINE TABLE		
LINE	BEARING	LENGTH
L23	S79°19'35"E	20.50'
L24	S10°40'25"W	4.50'
L25	S79°19'35"E	237.92'
L26	S40°52'51"E	32.02'
L27	N57°02'41"E	454.29'
L28	N53°46'35"E	228.04'
L29	N41°09'29"W	344.15'
L30	S89°42'17"E	152.00'
L31	N00°17'43"E	49.90'
L32	S89°42'16"E	564.13'
L33	N88°38'22"E	1634.37'
L34	S06°49'32"W	862.51'
L35	S27°09'49"E	259.72'
L36	S62°50'09"W	42.98'
L37	S27°09'51"E	163.55'
L38	S25°32'07"E	691.82'
L39	S09°22'20"E	938.54'
L40	S76°57'13"E	359.85'
L41	N70°55'49"E	703.55'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1255.00'	41°31'11"	S88°01'16"W	889.67'	909.44'
C3	755.00'	30°15'02"	N56°05'38"W	394.00'	398.62'
C4	645.00'	35°29'46"	N58°43'00"W	393.23'	399.59'
C5	25.00'	94°34'56"	S57°00'56"W	36.74'	41.27'
C6	743.00'	2°16'01"	N10°51'29"E	29.40'	29.40'
C7	25.00'	81°27'52"	N28°44'26"W	32.63'	35.55'
C8	1243.00'	9°59'39"	N64°28'33"W	216.54'	216.82'
C9	1157.00'	60°52'20"	N89°54'53"W	1,172.22'	1229.22'
C10	743.00'	69°24'52"	N85°38'37"W	846.10'	900.15'
C11	657.34'	22°49'21"	N61°59'05"W	260.11'	261.84'
C12	657.00'	35°14'23"	S88°58'52"W	397.75'	404.09'
C13	743.00'	38°37'52"	N89°19'24"W	491.52'	500.96'
C14	276.50'	31°44'20"	S23°44'29"W	151.22'	153.17'
C15	793.29'	10°12'49"	N62°09'06"E	141.22'	141.41'
C16	700.00'	33°59'20"	S10°10'08"E	409.19'	415.25'

PAPE-DAWSON ENGINEERS
2000 NW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE 210.375.9000 FAX 210.375.9010
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10028800

TEXAS RESEARCH PARK
INDUSTRIAL TRACT EXHIBIT

JOB NO. 6280-00
DATE SEPTEMBER 2014
DESIGNER DAC
CHECKED DAC DRAWN MHH
SHEET 1 OF 1

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

Date: Sep 19, 2014, 4:19pm User ID: MHolmes
File: N:\CIVIL\6280-00\6280-00 EX 501.34 AC IND TR.dwg

FIELD NOTES
FOR
Texas Research Park Industrial Tract

A 501.34 acre, more or less, out of a 1514.000 acre tract in Bexar County, Texas, and Medina County, Texas, recorded in Volume 3891, Pages 425-437 of the Official Public Records of Real Property of Bexar County, Texas, out of the Elizabeth Davis Survey No. 6, Abstract 1001, County Block 4348, the Precilla Tarkington Survey No. 5, Abstract 1029, County Block 4347, and the Johann Peiffer Survey No. 7, Abstract 1018, County Block 4349, in Bexar County, Texas. Said 501.34 acre tract being more fully described as follows:

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

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

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

S 36°41'17" W, at a distance of 164.71 feet to a point, for the south corner of said northwest cutback line and the northeast corner of said Lambada Drive, and continuing for a total distance of 186.69

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

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

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

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

SAN ANTONIO / AUSTIN
HOUSTON / FORT WORTH / DALLAS

2000 NW Loop 410 San Antonio, Texas 78213
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

Along a non-tangent curve to the right, said curve having a radial bearing of N 22°44'20" W, a radius of 1255.00 feet, a central angle of 41°31'11", a chord bearing and distance of S 88°01'16" W, 889.67 feet, for an arc length of 909.44 feet to a point,

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

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

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

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

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

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

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

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

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

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

S 59°38'58" W, a distance of 159.38 feet to a point,

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

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

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

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

THENCE: S 30°39'46" W, along and with the west line of said 12.6 acre tract, and the west line of a 202.0 acre tract recorded in Volume 11584, Page 2037 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 1361.10 feet to a point;

THENCE: N 59°20'14" W, over and across said 1514.00 acre tract, a distance of 1512.34 feet to a point on the County Line between Medina and Bexar County;

THENCE: N 00°16'06" W, over and across said 1514.00 acre tract, along said County Line, a distance of 4278.71 feet to a point on the north line of said 1514.00 acre tract;

THENCE: S 89°57'15" E, departing said County Line, along and with the north line of said 1514.00 acre tract, a distance of 877.55 feet to a point;

THENCE: S 89°07'10" E, continuing along and with the north line of said 1514.00 acre tract, a distance of 854.39 feet to a point in the west line of a 128.98 acre tract recorded in Volume 10957, Pages 1411-1417 of the Official Public Records of Real Property of Bexar County, Texas

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

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

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

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

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

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

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

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

S 70°13'28" E, a distance of 216.94 feet to a point,

S 50°56'56" W, a distance of 74.80 feet to a point,

S 10°40'25" W, a distance of 77.94 feet to a point,

S 79°19'35" E, a distance of 20.50 feet to a point,

S 10°40'25" W, a distance of 4.50 feet to a point,

S 79°19'35" E, a distance of 237.92 feet to a point,

S 40°52'51" E, a distance of 32.02 feet to a point,

N 57°02'41" E, a distance of 454.29 feet to a point,

N 53°46'36" E, a distance of 228.04 feet to a point,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N 70°55'49" E, a distance of 703.55 feet to the POINT OF BEGINNING, and containing 501.34 acres in Bexar County, Texas. Said tract being described in accordance with an exhibit prepared under job number 6280-00 by Pape-Dawson Engineers, Inc.

This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 19, 2014
JOB NO. 6280-00
DOC. ID. N:\CIVIL\6280-00\WORD\6280-00 FN-501.34 AC.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

ATTACHMENT II
Petition for Annexation

ATTACHMENT II

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

STATE OF TEXAS

COUNTY OF BEXAR

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

(See Attachment I affixed hereto).

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

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

TEXAS RESEARCH AND TECHNOLOGY FOUNDATION

By: _____
Name: _____
Executive Director

STATE OF Texas

COUNTY OF Bexar

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

NOTARY PUBLIC, Texas County, Bexar

GENEVIEVE GARCIA
Notary Public, State of Texas
My Commission Expires
20, 2011

LOU
TRTF Non-Annex mKY FINAL
12/6/2010

STATE OF TEXAS

COUNTY OF BEXAR

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

GENEVIEVE GARCIA
Notary Public, State of Texas
My Commission Expires
May 30, 2011

Genevieve Garcia
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

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

SONIA VELIZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 01-29-2011

Sonia Veliz
Notary Public, State of Texas

LOH
TRTF Non-Annex'n K - FINAL
12/6/2010

ATTACHMENT III
Basic Fire Services Agreement and its First Amendment

STATE OF TEXAS

COUNTY OF BEXAR

BASIC FIRE SERVICES AGREEMENT

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

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

WHEREAS, TRTF's Industrial District contract is due to expire on December 29, 2010 and TRTF desires to continue its Industrial District designation and renew its Industrial District Non-Annexation Agreement and Fire Services Agreement with CITY, pursuant to Section 42.044(d) and 42.044(e) of the Local Government Code V.A.T.C.S., as amended; and

WHEREAS, CITY and TRTF desire to enter into a Fire Services Agreement that will run concurrently and be subject to the Industrial District Non-Annexation Agreement to be entered into between CITY and TRTF and which is authorized by Ordinance No. 2010-12-09-1046 passed by the City Council of the City of San Antonio, Texas on the 9th day of December 9, 2010; (hereinafter referred to as the "Industrial District Agreement"); **NOW THEREFORE:**

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

SECTION 1. CITY agrees to provide fire protection and fire fighting services to the Property in the same manner and to the same extent as if said Property were located within the CITY limits of San Antonio, except as limited by the provisions of this Fire Services Agreement. CITY shall provide said services beginning on the date of execution of this Fire Services Agreement and ending December 31, 2015 unless terminated earlier pursuant to the Industrial District Agreement or pursuant to the provisions of this Fire Services Agreement (hereinafter referred to as the "Term of the Fire Services Agreement"). TRTF understands and agrees that the CITY does not provide emergency medical services ("EMS") to unincorporated areas of Bexar County.

Therefore, CITY will not be providing "First Responder" services to the TRTF Industrial District.

SECTION 2. For and in consideration of TRTF receiving fire protection and fire fighting services from CITY, TRTF shall pay CITY a basic fire service fee of thirty five thousand dollars ($35,000.00) annually. TRTF shall pay CITY said $35,000.00 on the date of execution of this Fire Services Agreement and thereafter TRTF shall pay CITY $35,000.00 no later than the anniversary date of the execution of this Agreement every year of the Term of the Fire Services Agreement. Such basic service fee shall not include the response fee(s) required for hazardous materials (HAZMAT) incidents as such fee(s) are established in City Ordinance No. 72267, and as amended.

SECTION 3. TRTF agrees that as a condition to receiving fire protection and fire fighting services under the terms of this Fire Services Agreement that:

A. All site development in the Industrial District shall comply with all applicable City Subdivision, Building, Fire and electrical codes and ordinances including, but not limited to, the Texas Commission on Environmental Quality ("TCEQ") regulations as if the Property were within the city limits of CITY.

B. TRTF shall observe front, side and rear yard setback requirements as provided for in the City Code of CITY as if the property were within the city limits of CITY. Exceptions to these requirements may be waived solely by the Board of Adjustment.

C. Two copies of the plans and specifications for structures on the Property to be provided fire protection and fire fighting services will be submitted by TRTF to the Director of Building Inspections for certification of compliance with applicable CITY building, fire, plumbing and electrical codes and ordinances; and

D. Persons designated by CITY shall be provided reasonable access and permitted to inspect, at reasonable times, structures to be provided fire protection and fire fighting services to assure that the construction on the Property is in compliance with all applicable CITY building, fire, plumbing and electrical codes, regulations and ordinances.

SECTION 4.

A. TRTF is aware that the CITY's response time to a fire alarm is excessive and agrees that the risk is acceptable.

B. It is further agreed by TRTF that when any building or structure of the Property is on fire or may be deemed to be hazardous and likely to take fire or communicate the fire to other buildings, the CITY, through its Fire Chief or designated representative, may do whatever may be deemed necessary by him for the safety and protection of property and citizens when controlling a fire.

C. TRTF agrees to fully indemnify, defend and hold harmless CITY and the elected officials, agents, and employees, officers, directors and representatives of CITY, individually or 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 injury or death and property damage, made upon CITY directly arising out of, resulting from or related to TRTF's negligence pursuant to this Fire Services Agreement, including any acts or omissions of TRTF, any agent, officer, director, representative, employee, consultant of TRTF, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Fire Services Agreement, all without, however, waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the Parties under Texas law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. 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. TRTF shall promptly advise CITY in writing within 24 hours of any claim or demand against CITY or TRTF known to TRTF related to or arising out of TRTF's activities under this Fire Services Agreement and shall see to the investigation of and defense of such claim or demand at TRTF's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving TRTF of any of its obligations under this paragraph.

It is the EXPRESS INTENT of the Parties to this Agreement that the INDEMNITY provided for in this section is an INDEMNITY extended by TRTF to INDEMNIFY, PROTECT and HOLD HARMLESS the CITY from the consequences of the CITY'S OWN NEGLIGENCE provided, however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death or damage and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. TRTF further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death or damage for which this INDEMNITY shall apply, as set forth above. In addition, it is agreed by TRTF that CITY shall not be responsible for, nor will it be required to, replace or repair any such damage sustained by any building and its contents as the result of fire fighting operations.

D. CITY will use due diligence in providing fire protection and fire fighting services to the Property. CITY, however, does not in any way assume to act as an insurer of the Property covered under this Fire Services Agreement or to pay for any damage that may occur as a

result of fire, water or explosion. Nor does CITY assume any obligation under the terms of this Fire Services Agreement to construct additional fire stations, purchase additional fire fighting equipment, or hire additional manpower for the protection of the Property. Rather, TRTF understands that it is not entitled to any greater protection than residents located within the CITY receive and that CITY will not be held liable for any additional time required to respond to a fire alarm because said premises and structures are located outside the corporate limits of CITY.

E. TRTF shall provide the City Fire Chief an engineer's site plan, approved by the City Fire Chief, showing the location of any new building or buildings to be provided fire protection prior to the date of TRTF's construction of any new buildings at its financial services facility on State Hwy. 211.

SECTION 5. TRTF agrees that the Property will be for the exclusive use of industry consistent with CITY's Tax Abatement Guidelines and Criteria and Unified Development Code.

SECTION 6. The Fire Services Agreement may be terminated by CITY for TRTF's non-payment of the fire protection fees to CITY if the non-payment of fire protection fees continues uncured for a period of thirty (30) days from the date TRTF receives written notice from the CITY Finance Department of its failure to pay the required fees. The Finance Department shall send a copy of written notice to the International and Economic Development Department Director. The foregoing notice of cancellation or intention to cancel or terminate this Fire Services Agreement shall specifically state: (1) the sums then due and owing, (2) that TRTF's failure to make the required payment within thirty (30) days of the date TRTF receives written notice shall result in cancellation or termination of the Fire Services Agreement, and (3) the date by which the payment must be received by CITY to avoid cancellation of the Fire Services Agreement. TRTF may terminate this Fire Services Agreement on January 1 of any year of the Term of this Fire Services Agreement by giving not less than thirty (30) days prior written notice of termination to CITY.

SECTION 7. It is understood by the Parties hereto that if the Industrial District Agreement is terminated for any reason by either Party to this Fire Services Agreement prior to December 31, 2015, then this Fire Services Agreement will automatically terminate. The Parties further agree that upon annexation of the Property by CITY, this Fire Services Agreement will automatically terminate. It is further agreed by TRTF that should any parcel or parcels located within the Industrial District become annexed by CITY or de-designated (hereinafter referred to as "De-Designated Parcels") as part of the Industrial District in the manner set out in the Industrial District Agreement, such De-Designated parcel or parcels shall no longer be eligible for fire protection/fire fighting services and CITY may, without notice, immediately cease providing said services upon the effective date of annexation by CITY or de-designation as part of the Industrial District.

SECTION 8. TRTF understands and agrees that its rights to fire protection and fire fighting services pursuant to this Fire Services Agreement are not transferable or assignable by TRTF without the prior written consent of CITY.

SECTION 9. If any clause or provision of this Fire Services 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 Fire Services Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

SECTION 10. For purposes of this Fire Services Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

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

TRTF

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

SECTION 11. Except for Section 7 of this Fire Services Agreement, if TRTF fails to perform any term, condition or covenant contained in this Fire Services Agreement, and such failure continues for a period of thirty (30) days after TRTF's receipt of written notice from CITY of such failure, then CITY shall have the right to terminate this Fire Services Agreement.

SECTION 12. This Fire Services Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided for herein.

SECTION 13. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

EXECUTED this _____ day of _____, 2010.

TEXAS RESEARCH AND TECHNOLOGY FOUNDATION

Name: YORK DUNCAN
Executive Director

CITY OF SAN ANTONIO

A.J. Rodriguez
Deputy City Manager

ATTEST:

Name: J. Bruce Bugg, Jr.
Secretary of Corporation

ATTEST:

Leticia Vacek
City Clerk

APPROVED AS TO FORM:

Leslie O. Haby
Assistant City Attorney

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this 7 day of December 2010, personally appeared Mark Duncan, Executive Director of Texas Research and Technology Foundation, a Texas Foundation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated.

GENEVIEVE GARCIA
Notary Public, State of Texas
My Commission Expires
May 30, 2011

Genevieve Garcia
NOTARY PUBLIC
State of Texas

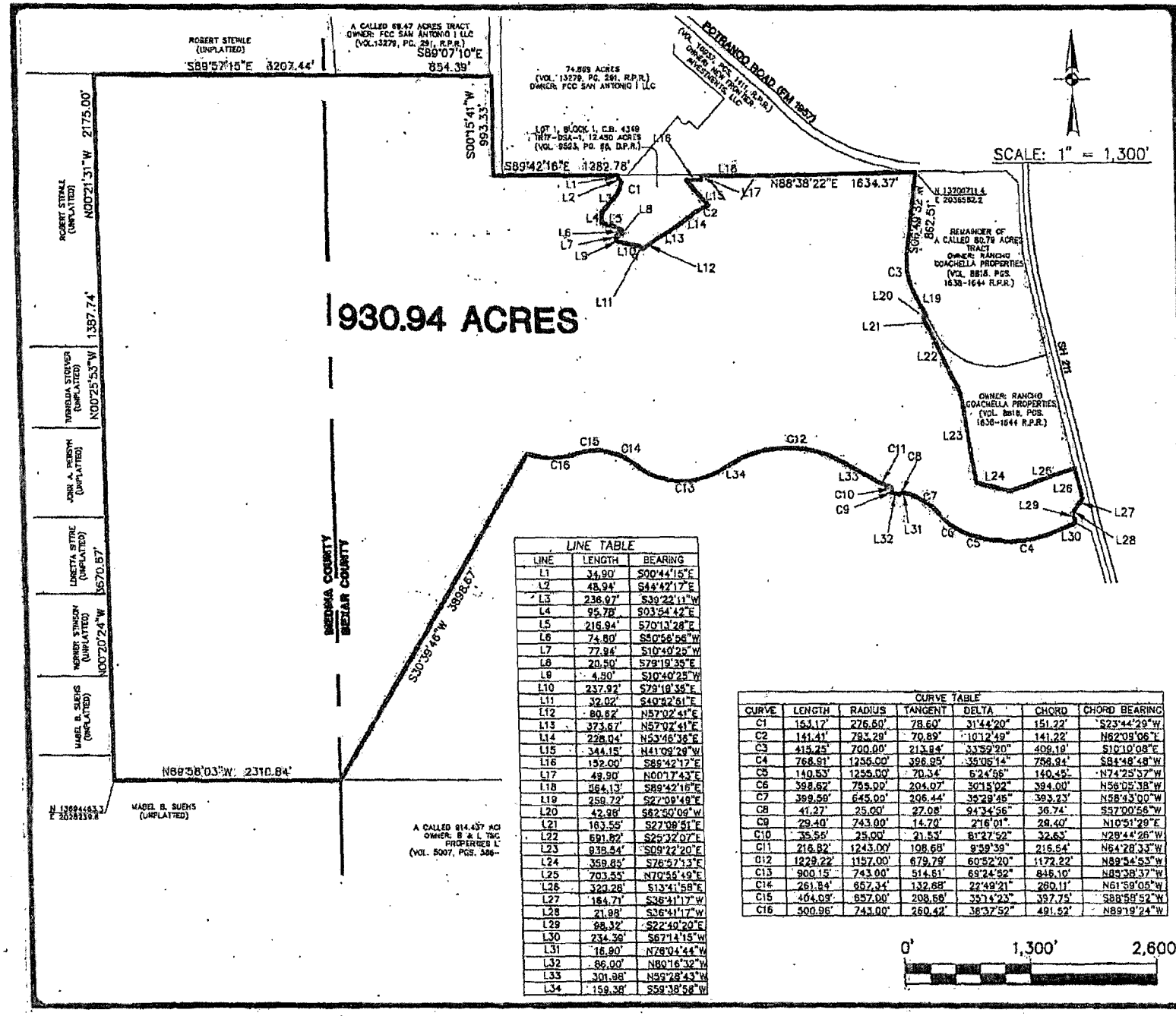
STATE OF TEXAS

COUNTY OF BEXAR

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

SONIA VELIZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 01-29-2011

Sonia Veliz
NOTARY PUBLIC
State of Texas



LINE TABLE		
LINE	LENGTH	BEARING
L1	34.90'	S00°44'15"E
L2	48.94'	S44°42'17"E
L3	236.97'	S39°22'11"W
L4	95.78'	S03°54'42"E
L5	216.94'	S70°13'28"E
L6	74.80'	S50°56'56"W
L7	77.94'	S10°40'25"W
L8	20.50'	S79°19'35"E
L9	4.50'	S10°40'25"W
L10	237.92'	S79°19'35"E
L11	32.02'	S40°52'51"E
L12	80.82'	N57°02'41"E
L13	373.67'	N57°02'41"E
L14	228.04'	N53°46'38"E
L15	344.15'	N41°09'29"W
L16	152.00'	S89°42'17"E
L17	49.90'	N00°17'43"E
L18	164.13'	S89°42'16"E
L19	259.72'	S27°09'49"E
L20	42.96'	S62°50'09"W
L21	163.55'	S27°09'51"E
L22	691.82'	S25°32'07"E
L23	938.54'	S09°22'20"E
L24	359.85'	S76°57'13"E
L25	703.55'	N70°55'49"E
L26	320.26'	S13°41'58"E
L27	184.71'	S36°41'17"W
L28	21.98'	S36°41'17"W
L29	98.32'	S22°49'29"E
L30	234.36'	S67°14'15"W
L31	16.90'	N76°04'44"W
L32	86.00'	N89°16'32"W
L33	301.98'	N59°28'43"W
L34	159.38'	S59°38'58"W

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	DELTA	CHORD	CHORD BEARING
C1	153.17'	276.60'	78.60'	31°44'20"	151.22'	S23°44'29"W
C2	141.41'	793.29'	70.89'	10°12'49"	141.22'	N62°09'06"E
C3	415.25'	700.00'	213.84'	33°59'20"	409.19'	S10°10'08"E
C4	768.91'	1255.00'	396.95'	35°05'14"	756.94'	S84°48'48"W
C5	140.53'	1255.00'	70.34'	6°24'56"	140.45'	N74°25'37"W
C6	398.62'	795.00'	204.07'	30°15'02"	394.00'	N56°05'38"W
C7	399.59'	645.00'	206.44'	35°29'46"	393.23'	N58°43'00"W
C8	41.27'	25.00'	27.08'	94°34'56"	36.74'	S57°00'56"W
C9	29.40'	743.00'	14.70'	2°16'01"	29.40'	N10°51'29"E
C10	35.56'	25.00'	21.53'	81°27'52"	32.63'	N28°44'26"W
C11	216.82'	1243.00'	108.68'	9°39'39"	216.54'	N64°28'33"W
C12	1229.22'	1157.00'	679.79'	60°52'20"	1172.22'	N89°54'53"W
C13	900.15'	743.00'	514.61'	69°24'52"	846.10'	N89°38'37"W
C14	261.84'	657.34'	132.68'	22°49'21"	260.11'	N61°59'05"W
C15	464.09'	657.00'	208.66'	35°14'23"	397.75'	S88°58'52"W
C16	500.96'	743.00'	260.42'	38°37'52"	491.52'	N89°19'24"W

PAPE-DAWSON ENGINEERS
655 EAST RANSEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.9000 FAX: 210.375.9010
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRA TION # 470

TEXAS RESEARCH PARK INDUSTRIAL TRACT EXHIBIT

JOB NO. 9280-00
DATE OCTOBER 8, 2010
FIELDWORK 3886
DRAWN BY
CHECKED BY
SHEET 1 OF 1

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. NOT VALID ON PAPE-DAWSON ENGINEERS, INC. CONSULTANTS ORIGINAL SIGNATURE AND SEAL.

FIELD NOTES
FOR
Texas Research Park, Industrial Tract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S 59°38'58" W, a distance of 159.38 feet to a point,

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

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

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

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

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

THENCE: N 89°58'03" W, along and with the south line of said 1514.00 acre tract, a distance of 2310.84 feet to a point, for the southwest corner of said 1514.00 acre tract;

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

N 00°20'24" W, a distance of 3670.67 feet to a point,

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

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

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

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

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

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

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

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

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

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

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

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

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

S 70°13'28" E, a distance of 216.94 feet to a point,

S 50°56'56" W, a distance of 74.80 feet to a point,

S 10°40'25" W, a distance of 77.94 feet to a point,

S 79°19'35" E, a distance of 20.50 feet to a point,

S 10°40'25" W, a distance of 4.50 feet to a point,

S 79°19'35" E, a distance of 237.92 feet to a point,

S 40°52'51" E, a distance of 32.02 feet to a point,

N 57°02'41" E, a distance of 80.62 feet to a point,

N 57°02'41" E, a distance of 373.67 feet to a point,

N 53°46'36" E, a distance of 228.04 feet to a point,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY:	Pape-Dawson Engineers, Inc.
DATE:	December 2, 2010
JOB NO.	6280-00
DOC. ID.	N:\CIVIL\6280-00\6280-00 930.94AC PS FN .doc

STATE OF TEXAS
REGISTERED
DAVID A. [illegible]OVA
4251
PROFESSIONAL
LAND SURVEYOR

PAPE-DAWSON ENGINEERS

ATTACHMENT B

STATE OF TEXAS

COUNTY OF BEXAR

FIRST AMENDMENT TO BASIC FIRE SERVICES AGREEMENT

This First Amendment to Basic Fire Services Agreement (hereinafter referred to as "Amendment") is made and entered into by and between the City of San Antonio (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its City Manager or designee, pursuant to Ordinance No. _____ dated _____, 201__, and Texas Research and Technology Foundation (hereinafter referred to as "TRTF"), a non-profit foundation formed under the laws of the State of Texas, acting by and through its Executive Director hereto duly authorized; (collectively, the "Parties").

The Parties hereto agree and are bound by the following amendments to the terms of the original Basic Fire Services Agreement (the "Agreement") approved by Ordinance No. 2010-12-09-1046, dated December 9, 2010; except as noted, all other terms remain binding and unchanged:

I. *The first recital contained within the Agreement is amended and replaced in its entirety with the following paragraph:*

WHEREAS, TRTF is the current owner of an approximately 501.34 acre tract of land situated in Bexar and Medina Counties, Texas, which is more particularly described in Attachment I hereto, hereinafter referred to as the "Property") and which is located within the extraterritorial jurisdiction of the City of San Antonio, as that term is defined in Section 42.021 Extent of Extraterritorial Jurisdiction, Local Government Code, V.A.T.C.S., and has been designated the TRTF Industrial District by CITY ordinance; and

II. *Section 3 within the Agreement is amended to add Paragraph E to read as follows:*

E. No Uses permitted in the I-2 zoning district in accordance with Table 311-2 Non Residential Use Matrix, of the City of San Antonio Unified Development Code, shall be permitted within 1000 feet of planned or developed residential uses, except that Biomedical Manufacturing Uses may be permitted.

III. *Section 5 within the Agreement is amended and replaced in its entirety to read as follows:*

SECTION 5. Subject to Section 3 of this Agreement, TRTF agrees that the Property will be for the exclusive use of industry consistent with CITY's Tax Abatement Guidelines and Criteria and Unified Development Code.

IV. Attachment I referenced and contained within the Agreement is amended and replaced in its entirety with the document attached hereto and included herein for all purposes as Attachment I. For purposes of reference only, the document includes:

Attachment I – the "Property".

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

EXECUTED in triplicate, each of which shall constitute an Original, this ____th day of _____, 201___.

CITY OF SAN ANTONIO

_____
Carlos J. Contreras, III
Assistant City Manager

ATTEST:

_____
Leticia Vacek
City Clerk

APPROVED AS TO FORM:

_____
Leslie O. Haby
Assistant City Attorney

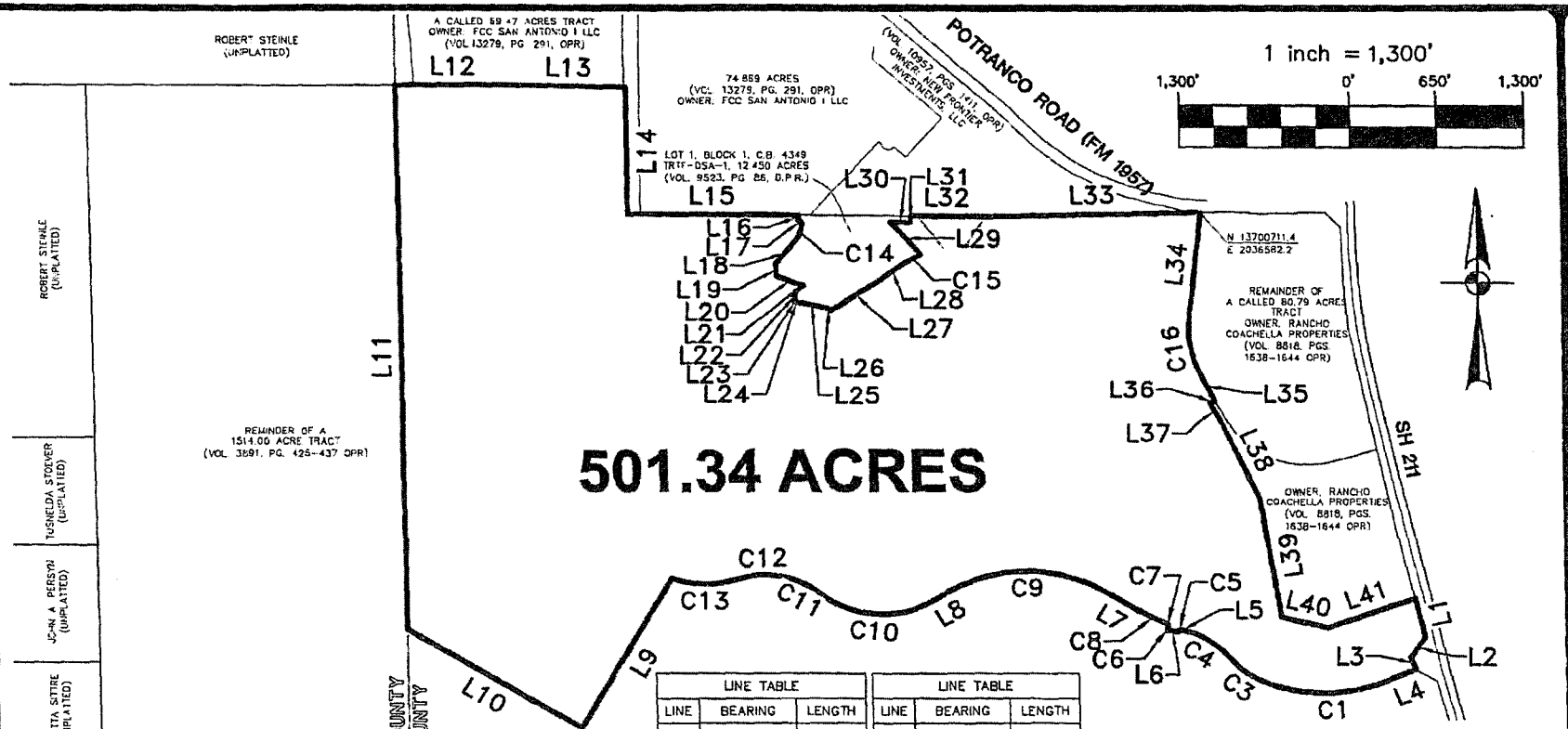
TEXAS RESEARCH AND TECHNOLOGY FOUNDATION

_____
York Duncan
Executive Director

ATTEST:

_____
Name: _____
Title: _____

ATTACHMENT I
Property



LINE TABLE		
LINE	BEARING	LENGTH
L1	S13°41'58"E	320.28'
L2	S36°41'17"W	186.69'
L3	S22°40'20"E	98.32'
L4	S67°14'15"W	234.39'
L5	N76°04'44"W	16.90'
L6	N80°16'32"W	86.00'
L7	N59°28'43"W	301.98'
L8	S59°38'58"W	159.38'
L9	S30°39'46"W	1361.10'
L10	N59°20'14"W	1512.34'
L11	N00°16'06"W	4278.71'
L12	S89°57'15"E	877.55'
L13	S89°07'10"E	854.39'
L14	S00°15'41"W	993.33'
L15	S89°42'16"E	1282.78'
L16	S00°44'15"E	34.90'
L17	S44°42'17"E	48.94'
L18	S39°22'11"W	236.97'
L19	S03°54'42"E	95.78'
L20	S70°13'28"E	216.94'
L21	S50°56'56"W	74.80'
L22	S10°40'25"W	77.94'

LINE TABLE		
LINE	BEARING	LENGTH
L23	S79°19'35"E	20.50'
L24	S10°40'25"W	4.50'
L25	S79°19'35"E	237.92'
L26	S40°52'51"E	32.02'
L27	N57°02'41"E	454.29'
L28	N53°45'36"E	228.04'
L29	N41°09'29"W	344.15'
L30	S89°42'17"E	152.00'
L31	N00°17'43"E	49.90'
L32	S89°42'16"E	564.13'
L33	N88°38'22"E	1634.37'
L34	S06°49'32"W	862.51'
L35	S27°09'49"E	259.72'
L36	S62°50'09"W	42.98'
L37	S27°09'51"E	163.55'
L38	S25°32'07"E	691.82'
L39	S09°22'20"E	938.54'
L40	S76°57'13"E	359.85'
L41	N70°55'49"E	703.55'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1255.00'	41°31'11"	S88°01'16"W	889.67'	909.44'
C3	755.00'	30°15'02"	N56°05'38"W	394.00'	398.62'
C4	645.00'	35°29'46"	N58°43'00"W	393.23'	399.59'
C5	25.00'	94°34'56"	S57°00'56"W	36.74'	41.27'
C6	743.00'	2°16'01"	N10°51'29"E	29.40'	29.40'
C7	25.00'	81°27'52"	N28°44'26"W	32.63'	35.55'
C8	1243.00'	9°59'39"	N64°28'33"W	216.54'	216.82'
C9	1157.00'	60°52'20"	N89°54'53"W	1,172.22'	1229.22'
C10	743.00'	69°24'52"	N85°38'37"W	846.10'	900.15'
C11	657.34'	22°49'21"	N61°59'05"W	260.11'	261.84'
C12	657.00'	35°14'23"	S88°58'52"W	397.75'	404.09'
C13	743.00'	38°37'52"	N89°19'24"W	491.52'	500.96'
C14	276.50'	31°44'20"	S23°44'29"W	151.22'	153.17'
C15	793.29'	10°12'49"	N62°09'06"E	141.22'	141.41'
C16	700.00'	33°59'20"	S10°10'08"E	409.19'	415.25'

PAPE-DAWSON ENGINEERS
2000 NW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE 210.375.9000 FAX 210.375.9010
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 10064400

TEXAS RESEARCH PARK
INDUSTRIAL TRACT EXHIBIT

JOB NO. 6280-00
DATE SEPTEMBER 2014
DESIGNER DAC
CHECKED DAC DRAWN MLH
SHEET 1 OF 1

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

Date: Sep 18, 2014, 4:19pm User ID: MHolmes
File N:\CIVIL\6280-00\6280-00 EX 501.34 AC IND TR.dwg

FIELD NOTES
FOR
Texas Research Park Industrial Tract

A 501.34 acre, more or less, out of a 1514.000 acre tract in Bexar County, Texas, and Medina County, Texas, recorded in Volume 3891, Pages 425-437 of the Official Public Records of Real Property of Bexar County, Texas, out of the Elizabeth Davis Survey No. 6, Abstract 1001, County Block 4348, the Precilla Tarkington Survey No. 5, Abstract 1029, County Block 4347, and the Johann Peiffer Survey No. 7, Abstract 1018, County Block 4349, in Bexar County, Texas. Said 501.34 acre tract being more fully described as follows:

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

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

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

S 36°41'17" W, at a distance of 164.71 feet to a point, for the south corner of said northwest cutback line and the northeast corner of said Lambada Drive, and continuing for a total distance of 186.69

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

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

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

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

SAN ANTONIO / AUSTIN
HOUSTON / FORT WORTH / DALLAS

2000 NW Loop 410 San Antonio, Texas 78213
P 210.375.9000 F 210.375.9010 www.pape-dawson.com

Along a non-tangent curve to the right, said curve having a radial bearing of N 22°44'20" W, a radius of 1255.00 feet, a central angle of 41°31'11", a chord bearing and distance of S 88°01'16" W, 889.67 feet, for an arc length of 909.44 feet to a point,

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

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

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

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

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

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

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

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

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

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

S 59°38'58" W, a distance of 159.38 feet to a point,

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

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

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

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

THENCE: S 30°39'46" W, along and with the west line of said 12.6 acre tract, and the west line of a 202.0 acre tract recorded in Volume 11584, Page 2037 of the Official Public Records of Real Property of Bexar County, Texas, a distance of 1361.10 feet to a point;

THENCE: N 59°20'14" W, over and across said 1514.00 acre tract, a distance of 1512.34 feet to a point on the County Line between Medina and Bexar County;

THENCE: N 00°16'06" W, over and across said 1514.00 acre tract, along said County Line, a distance of 4278.71 feet to a point on the north line of said 1514.00 acre tract;

THENCE: S 89°57'15" E, departing said County Line, along and with the north line of said 1514.00 acre tract, a distance of 877.55 feet to a point;

THENCE: S 89°07'10" E, continuing along and with the north line of said 1514.00 acre tract, a distance of 854.39 feet to a point in the west line of a 128.98 acre tract recorded in Volume 10957, Pages 1411-1417 of the Official Public Records of Real Property of Bexar County, Texas

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

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

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

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

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

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

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

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

S 70°13'28" E, a distance of 216.94 feet to a point,

S 50°56'56" W, a distance of 74.80 feet to a point,

S 10°40'25" W, a distance of 77.94 feet to a point,

S 79°19'35" E, a distance of 20.50 feet to a point,

S 10°40'25" W, a distance of 4.50 feet to a point,

S 79°19'35" E, a distance of 237.92 feet to a point,

S 40°52'51" E, a distance of 32.02 feet to a point,

N 57°02'41" E, a distance of 454.29 feet to a point,

N 53°46'36" E, a distance of 228.04 feet to a point,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N 70°55'49" E, a distance of 703.55 feet to the POINT OF BEGINNING, and containing 501.34 acres in Bexar County, Texas. Said tract being described in accordance with an exhibit prepared under job number 6280-00 by Pape-Dawson Engineers, Inc.

This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 19, 2014
JOB NO. 6280-00
DOC. ID. N:\CIVIL\6280-00\WORD\6280-00 FN-501.34 AC.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00